

## AGENDA

# Independence City Commission

June 25, 2020

Civic Center Memorial Hall 5:30 PM

### I. REGULAR SESSION

- A. Call To Order
- B. Pledge Of Allegiance To The United States Of America
- C. Adoption Of Agenda

### II. APPOINTMENTS

- A. Park Board – Three Terms Expiring July 1, 2020 (All Eligible For Reappointment)
- B. Board Of Examiners – Plumbers – One Term Expiring August 15, 2020 (Eligible For Reappointment)
- C. Historic Preservation And Resource Commission (IHPRC) – Two Terms Expired January 1, 2020 (All Eligible For Reappointment)
- D. Tree Board – One Term Expired June 1, 2020 – Applications Are Due By August 7, 2020.

### III. PRESENTATIONS

- A. Presentation To Judge William “Bill” J. Kelly.

*Documents:*

[BILL KELLY RECEPTION TV SLIDE 2.JPG](#)

### IV. PUBLIC HEARINGS

- A. Public Hearings To Consider Condemnation Of The

## **Following Structures As Dangerous And Unsafe:**

1. 801 E. Birch Street
2. 1008 W. Laurel Street
3. 1208 N. 6th Street

*Documents:*

[RCA - PUBLIC HEARINGS.PDF](#)

### **V. CONSENT AGENDA**

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

#### **A. Appropriations**

1. A-1865
2. D-2005
3. P-1838

*Documents:*

[A-1865.PDF](#)  
[D-2005.PDF](#)  
[P-1838.PDF](#)

#### **B. Consider Minutes Of The March 14, 2020, March 25, 2020, And March 26, 2020 Meetings.**

*Documents:*

[MARCH 14 2020 SPECIAL MEETING MINUTES.PDF](#)  
[MARCH 25 2020 SPECIAL MEETING MINUTES.PDF](#)  
[MARCH 26 2020 MINUTES.PDF](#)

#### **C. Consider An Agreement With Viking Industrial Painting For The Inspection Of The Clear Wells At The Water Treatment Plant.**

*Documents:*

[RCA CLEAR WELLS.PDF](#)

#### **D. Consider Authorizing The Mayor To Sign The TBRA Grant Application.**

*Documents:*

[RCA TBRA GRANT 2020 APPLICATION .PDF](#)

- E. Consider Authorizing Blocking Myrtle Street From Pennsylvania Avenue To 8th Street On July 25, 2020 From 8 AM To 2 PM For The Auto-Rama Car Show As Part Of The City Of Independence 150th Anniversary (Sesquicentennial) Celebration And The Professional Building's 100th Anniversary (Centennial) Celebration.**

*Documents:*

[RCA AUTO RAMA CAR SHOW.PDF](#)

- F. Consider Authorizing The Following Regarding The SHIFT S3CTOR Events:**

1. Amending the agreement to change the date for the Kansas Airstrip Attack at the Airport to July 18 – 19, 2020.
2. Authorize a Car Show downtown on July 18, 2020.

*Documents:*

[RCA SHIFT SECTOR CAR SHOW DOWNTOWN.PDF](#)

- G. Consider Waiving The Rental Fee For The Civic Center On July 16, 2020 For A Candidate Forum, And Sponsoring The Videographer.**

*Documents:*

[RCA CANDIDATE FORUM.PDF](#)

- H. Consider Acceptance Of A (CESF) Coronavirus Emergency Supplemental Fund Grant Award For Fire-EMS.**

*Documents:*

[RCA - CESF GRANT - FIRE-EMS.PDF](#)

- I. Consider Setting A Special Meeting On July 7, 2020 At 3:30 PM For A Joint Worksession With The Economic Development Advisory Board.**

*Documents:*

[RCA EDAB.PDF](#)

## **VI. ITEMS FOR COMMISSION ACTION**

- A. Consider A Sesquicentennial Proclamation Proclaiming July 25, 2020 As Independence Sesquicentennial Day, And July 4, 2020 Through July 4, 2021 As The Year Of The Independence Sesquicentennial.**

*Documents:*

[RCA SESQUICENTENNIAL.PDF](#)

- B. Consider Scope Of Work To Bid Clearing Out Whiskey Creek Drainage Way From Pine South To Cherry Street.**

*Documents:*

[RCA - WHISKEY CREEK CHANNEL - JUNE 25TH.PDF](#)

- C. Consider Requests For Qualifications For Engineering Services For EDA Grant For Whiskey Creek Drainage Improvements (Sycamore Street & 20th Street).**

*Documents:*

[RCA - EDA WHISKEY CREEK RFQ.PDF](#)

- D. Consider Updating And Modifying The Independence Gun Club Lease To Allow For The Construction Of A Building Subject To FAA Approval, And Updating The Maintenance Agreement.**

*Documents:*

[RCA - GUN CLUB - 06252020.PDF](#)

- E. Consider Setting The Date Of August 27, 2020 At 5:30 PM For Condemnation Of The Following Structures As Dangerous And Unsafe:**

1. 800 E. Edison Street
2. 816 E. Magnolia Street
3. 909 W. Chestnut Street
4. 912 W. Laurel Street
5. 1020 W. Myrtle Street
6. 1214 W. Main Street
7. 2009 1/2 N. Penn Avenue
8. 704 W. Main Street
9. 1117 W. Main Street

*Documents:*

[RCA -SET THE DATE FOR PUBLIC HEARINGS.PDF](#)

**F. Consider An Ordinance Amending The National Electric Code As Recommended By The Electrical Board.**

*Documents:*

[RCA - ELECTRICAL BOARD - ELECTRICAL CODE UPDATE ORDINANCE - JUNE 25, 2020.PDF](#)

**G. Consider Quotes Received For Repair Of The Alley Crossing, And An ADA Ramp At The Episcopal Church.**

*Documents:*

[RCA - EPICOPAL CHURCH SIDEWALK - 06252020.PDF](#)

**H. Consider Ordinances Relating To Requirements For The CRS Program.**

*Documents:*

[RCA - ORDINANCE CHANGE - 06252020.PDF](#)

**I. Consider Modifying Your September 10, 2020 City Commission Meeting In Order To Participate In The MCAC Meeting.**

*Documents:*

[RCA MCAC.PDF](#)

**J. Consider A Resolution Authorizing The Abatement**

**Of Unhealthy And Unsafe Exterior Conditions 225  
S. 16th Street.**

*Documents:*

[RCA - EMERGENCY NUISANCE VIOLATION RESOLUTION -  
06252020.PDF](#)

**VII. REPORTS**

**A. 223 West Main Street Update.**

**B. 2020 Census Update**

**C. City Board Minutes**

1. March 2, 2020 Electrical Board

*Documents:*

[ELECTRICAL BOARD - MEETING MINUTES - 03022020 -  
APPROVED.PDF](#)

**VIII. CITY MANAGER'S COMMENTS**

**IX. COMMISSIONERS' COMMENTS**

**X. PUBLIC CONCERNS**

**XI. EXECUTIVE SESSION**

**A. For The Purpose Of Reviewing And Considering  
City Manager Applications.**

**XII. ADJOURNMENT**

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*William “*



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**June 25, 2020**

**Department** Safety & Code Enforcement

**Director Approval** *David Cowan*

**AGENDA ITEM** Public Hearings to consider condemnation of the following structures as dangerous and unsafe:

1. 801 E. Birch Street
2. 1008 W. Laurel Street
3. 1208 N. 6<sup>th</sup> Street

**SUMMARY RECOMMENDATION**

1. City staff recommends condemnation of 801 E. Birch Street as dangerous and unsafe.
2. City staff recommends adopting a resolution rescinding the condemnation of 1008 W. Laurel Street and returning any insurance proceeds being held.
3. City staff recommends adopting a resolution rescinding the condemnation of 1208 N. 6<sup>th</sup> Street and returning any insurance proceeds being held.

**BACKGROUND**

801 E. Birch Street -- On March 15, 2020, this structure was involved in a fire that damaged the walls, floors, and attic with smoke and heat. Based on the damage throughout the structure, the house is uninhabitable. The building department was initially informed that the owner would make repairs to the home. However, the owner has now relocated to Claremore, Ok and work has stopped.

1008 W. Laurel Street -- This structure was involved in a fire on January 31, 2020. The fire caused substantial damage to the structure and wiring of the house. The owner has been diligently pursuing repairs and passed the housing inspection on June 18, 2020.

1208 N. 6<sup>th</sup> Street -- The structure was involved in a fire on April 10, 2020, that destroyed the house. The owner of the house worked with a private contractor to remove the structure and clear the lot. The work has been completed and the sewer line capped.

**BUDGET IMPACT** The budget impact would consist of the cost of demolition if the owner does not diligently pursue repair or removal.

## **SUGGESTED MOTIONS**

1. 801 E. Birch Street -- I move to adopt a resolution condemning 801 E. Birch Street as dangerous and unsafe.
2. 1008 W. Laurel Street – I move to adopt a resolution rescinding the condemnation of 1008 W. Laurel Street and authorize returning any insurance proceeds being held by the City.
3. 1208 N. 6<sup>th</sup> Street -- I move to adopt a resolution rescinding the condemnation of 1208 N. 6<sup>th</sup> Street and authorize returning any insurance proceeds being held by the City.

## **SUPPORTING DOCUMENTS**

1. Pictures
2. Resolutions
3. Letters

801 E. Birch



801 E. Birch



# 801 E. Birch

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## RESOLUTION NO. 2020-026

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

### Legal Description

Lot 32 & 33; Aganippe Park Addition to the City of Independence, Montgomery County, Kansas

### Common Address

801 E Birch Street

### Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 9<sup>th</sup> day of April, 2020, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2020—016**, dated **April 9, 2020**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **April 15, 2020 and April 22, 2020**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

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

**RESOLUTION NO. 2020-026**

Legal Description

Lot 32 & 33; Aganippe Park Addition to the City of Independence, Montgomery County, Kansas

Common Address

801 E Birch Street

Mortgage

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

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

Adopted this 25th day of June, 2020.

(SEAL)

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Mayor

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City Clerk



June 18, 2020

Jennifer Hoelscher  
2000 Fredrick Rd Bld V  
Apartment 4  
Claremore, Ok 74019

Dear Ms. Hoelscher:

The structure located at 801 East Birch is set for a Public Hearing for consideration of condemnation on June 25, 2020, at 5:30 p.m.

I was informed that you have abandoned this house and do not have any intention of continuing improvements to this structure. To avoid condemnation of this property, I need you to make contact with me and provide the following information.

1. If you have plans to fix the house?
  - a. If yes, I need a timeline of repairs. Please submit in writing.
2. If you have no plans to make further repairs, can you please sign and notarize the attached form, which allows the City to proceed with the removal of the structure.

The City Commission meeting is located in the Civic Center at 410 N. Penn Ave, and you are welcome to speak to the commission during the public hearing on this property.

If you have any questions or concerns, please feel free to contact me at 620.332.2528 or [davidc@independceks.gov](mailto:davidc@independceks.gov). If I do not hear from you or you are not present at the hearing, I will proceed with requesting the commission to approve condemnation of the structure.

Thanks,

David Cowan, Building Inspector

# 1008 W. Laurel Street



**RESOLUTION NO. 2020-038**

A RESOLUTION RESCINDING A PREVIOUS RESOLUTION WHICH SET A HEARING DATE TO CONSIDER CONDEMNATION

WHEREAS, the Governing Body of the City of Independence, Kansas, previously adopted a resolution setting a hearing to consider condemning certain property located within the City as being dangerous and unsafe;

AND WHEREAS, the owner of said property has taken steps to make repairs and/or improvements to the property.

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

The resolution setting a hearing to consider condemning the following described property as being dangerous and unsafe is hereby rescinded and the property is released from all condemnation proceedings:

Legal Description

Lot 10, Excluding the West 2', Block 13, York & Wilsons Addition to the City of Independence, Montgomery County, Kansas

Common Address

1008 W. Laurel Street

Mortgage

Adopted this 25<sup>th</sup> day of June, 2020.

(SEAL)

\_\_\_\_\_  
Mayor

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



1016

1012

1008

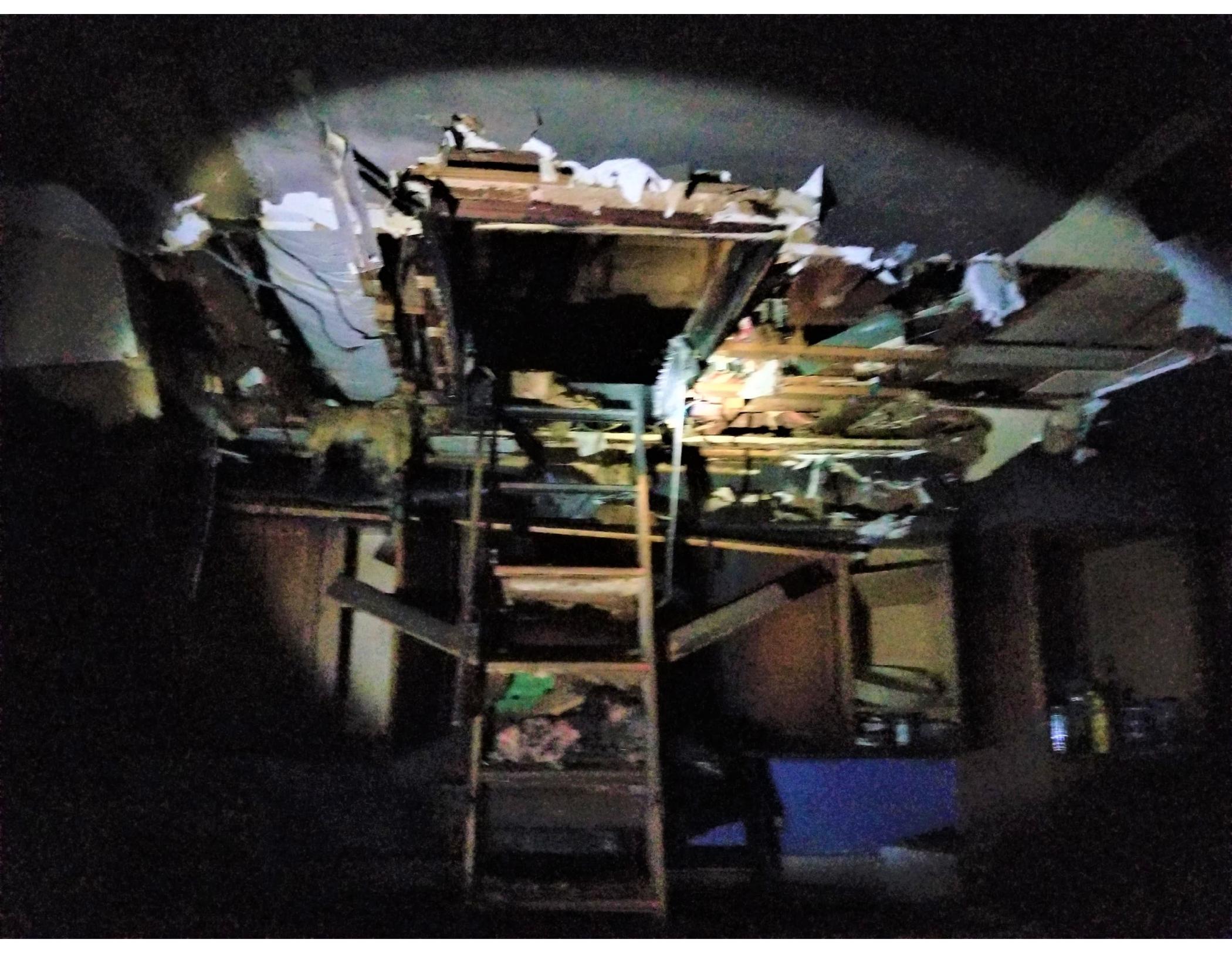
1004

1000

West Laurel Street

North 16th Street





1208 N. 6<sup>th</sup>  
Street



**RESOLUTION NO. 2020-037**

A RESOLUTION RESCINDING A PREVIOUS RESOLUTION WHICH SET A HEARING DATE TO CONSIDER CONDEMNATION

WHEREAS, the Governing Body of the City of Independence, Kansas, previously adopted a resolution setting a hearing to consider condemning certain property located within the City as being dangerous and unsafe;

AND WHEREAS, the owner of said property has taken steps to make repairs and/or improvements to the property.

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

The resolution setting a hearing to consider condemning the following described property as being dangerous and unsafe is hereby rescinded and the property is released from all condemnation proceedings:

Legal Description

Block 2, Lot 9, Corwins Addition to the City of Independence, Montgomery County, Kansas

Common Address

1208 N. 6<sup>th</sup> Street

Mortgage

Adopted this 25<sup>th</sup> day of June, 2020.

(SEAL)

\_\_\_\_\_  
Mayor

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

ORDINANCE NO. A – 1865

An ordinance making appropriation for the payment of certain claims. Be it ordained by the City Commission 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 26th day of June 2020.

\_\_\_\_\_ Mayor

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

Ordinance #A – 1865  
\$ 548,324.21

PACKET: 23925 Payroll Entries - 05/29/2

VENDOR SET: 01 City of Independence+ \*\*\* DRAFT/OTHER LISTING \*\*\*

BANK: AP Community National Bank

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
032014		INTERNAL REVENUE SERVICE						
	I-T1	202005293320	FEDERAL INCOME TAX WITHHELD	D 6/01/2020		16,199.76	000000	
	I-T3	202005293320	FICA WITHHELD	D 6/01/2020		23,826.88	000000	
	I-T4	202005293320	MEDICARE WITHHELD	D 6/01/2020		5,572.48	000000	45,599.12
032008		KPERS						
	I-01	202005293320	KPERS WITHHELD	D 6/02/2020		10,491.53	000000	
	I-28	202005293320	KPERS WITHHELD	D 6/02/2020		19,328.03	000000	29,819.56
013350		KANSAS WITHHOLDING TAX						
	I-T2	202005293320	KANSAS STATE INCOME TAC	D 6/03/2020		7,348.97	000000	7,348.97

\* \* 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	82,767.65	82,767.65
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
<b>BANK TOTALS:</b>	<b>3</b>	<b>0.00</b>	<b>82,767.65</b>	<b>82,767.65</b>

PACKET: 23925 Payroll Entries - 05/29/2  
VENDOR SET: 01 City of Independence+  
BANK: ALL

\*\*\* DRAFT/OTHER LISTING \*\*\*

\*\* 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	82,767.65	82,767.65
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	82,767.65	82,767.65

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
01	6/2020	58,931.77CR
31	6/2020	1,145.33CR
33	6/2020	13,368.15CR
37	6/2020	4,153.56CR
53	6/2020	5,168.84CR
=====		
ALL		82,767.65CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
035789	1ST DUE							
	I-20-4123A	TOPEKA CONTRACT	R	6/26/2020		1,883.80CR	072006	
	I-20-4124A	GLOVES	R	6/26/2020		154.00CR	072006	
	I-FIRE HELMET	1ST DUE	R	6/26/2020		363.67CR	072006	2,401.47
035778	8TH & MAIN HISTORIC							
	I-06/2020-MCGREW	123 W MAIN #201 - SALLY MCGREW	R	6/26/2020		250.00CR	072007	250.00
037107	ACL PROPERTIES LLC							
	I-06/2020-TANNER	109 S WALD - BETTY TANNER	R	6/26/2020		317.00CR	072008	317.00
037125	ADOBE INC							
	I-1212189299	TWO ADOBE LICENSES	R	6/26/2020		30.58CR	072009	
	I-1212189305	ADMIN ADOBE LICENSE	R	6/26/2020		15.29CR	072009	45.87
019370	AIRGAS USA LLC.							
	I-9101793755	OXYGEN	R	6/26/2020		246.68CR	072010	
	I-9971288955	OXYGEN	R	6/26/2020		72.04CR	072010	318.72
002510	ASHCRAFT TIRE COMPANY INC							
	I-24267	602 FLATS	R	6/26/2020		118.45CR	072011	
	I-25517	503 TIRES	R	6/26/2020		160.68CR	072011	
	I-27192	TIRES	R	6/26/2020		646.30CR	072011	
	I-27194	TIRES	R	6/26/2020		741.18CR	072011	
	I-27195	510 FLATS	R	6/26/2020		175.62CR	072011	
	I-27454	604 FLATS	R	6/26/2020		82.40CR	072011	
	I-27599	605 FLATS	R	6/26/2020		82.40CR	072011	
	I-27729	606 TIRE	R	6/26/2020		203.89CR	072011	
	I-27757	BATTERY	R	6/26/2020		132.34CR	072011	
	I-27758	504 TIRES	R	6/26/2020		971.56CR	072011	
	I-27775	TIRE REPAIR	R	6/26/2020		20.60CR	072011	
	I-27835	MOWER FLATS	R	6/26/2020		30.90CR	072011	3,366.32
035889	AT&T							
	I-202006183345	PT PHONE	R	6/26/2020		100.80CR	072012	
	I-MAY-JUNE 2020 A	05/29-06/28/20 PHONE	R	6/26/2020		77.04CR	072012	
	I-MAY-JUNE 2020-1	05/29-06/28/20 PHONE	R	6/26/2020		51.37CR	072012	
	I-STMT 052920	BLDG D ENERGY CENTER	R	6/26/2020		178.93CR	072012	
	I-STMT05292020	BUSINESS TELEPHONE	R	6/26/2020		77.04CR	072012	
	I-STMT205292020	BUSINESS TELEPHONE	R	6/26/2020		51.37CR	072012	536.55
036926	AT&T LONG DISTANCE							
	I-861850574 05-20	AT&T LONG DISTANCE	R	6/26/2020		12.26CR	072013	
	I-861850574 A	JUNE LONG DISTANCE	R	6/26/2020		12.26CR	072013	24.52

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
036281	AT&T U-VERSE							
	I-254555073 0620	MEMORIAL HALL INTERNET	R	6/26/2020		94.85CR	072014	
	I-JUN-JUL 2020	06/04-07/03/20 INTERNET	R	6/26/2020		94.85CR	072014	189.70
033052	ATMOS ENERGY							
	I-0001973	MEM HALL GAS	R	6/26/2020		2,110.80CR	072015	
	I-ATMOS-KS-0001973 A	MEM HALL, BLDG D GAS	R	6/26/2020		2,110.80CR	072015	4,221.60
002570	AUTO ZONE							
	I-00110276	FILTER	R	6/26/2020		5.38CR	072016	
	I-1605783038	SUPPLIES	R	6/26/2020		19.04CR	072016	
	I-1605785700	DIESEL EXHAUST FLUID	R	6/26/2020		50.00CR	072016	
	I-1605790271	OIL	R	6/26/2020		12.02CR	072016	
	I-1605794162	BELT FOR EXHAUST FAN 4H	R	6/26/2020		12.94CR	072016	
	I-1605795037	AUTO ZONE WINDSHIELD FLUID	R	6/26/2020		2.92CR	072016	102.30
037126	AUTOZONE, INC							
	I-1605778180	LONG LIFE MINI BULB	R	6/26/2020		6.99CR	072017	6.99
032299	BARTA ANIMAL HOSPITAL							
	I-06/01/20 STMT	VET SERVICES	R	6/26/2020		646.11CR	072018	646.11
003190	BEACHNER GRAIN INC.							
	I-1605785700	WEED KILLER	R	6/26/2020		125.00CR	072019	125.00
035073	BLANKINSHIP ELECTRIC, LLC							
	I-100	ELECTRIC REPAIR	R	6/26/2020		459.95CR	072020	
	I-149	BULBS	R	6/26/2020		559.12CR	072020	
	I-155	TRAFFIC SIGNAL	R	6/26/2020		80.00CR	072020	
	I-215	CHRISTMAS LIGHTS	R	6/26/2020		200.00CR	072020	
	I-331	TRAFFIC SIGNAL	R	6/26/2020		80.00CR	072020	1,379.07
003460	BOUND TREE MEDICAL LLC							
	I-83651948	MEDICAL SUPPLIES	R	6/26/2020		492.84CR	072021	
	I-83662559	BOUND TREE MEDICAL LLC	R	6/26/2020		512.50CR	072021	1,005.34
032902	CHANDLER OIL, LLC							
	I-60081DIESEL	DIESEL	R	6/26/2020		213.75CR	072022	
	I-60081GAS	GASOLINE	R	6/26/2020		269.97CR	072022	483.72
033037	CITY OF COFFEYVILLE							
	I-WARR #08-13003	BOND - DOROTHY ANN WALKER	R	6/26/2020		100.00CR	072023	100.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
004645	CITY OF INDEPENDENCE							
	I-202006183341	WATER BILLS	R	6/26/2020		1,439.35CR	072024	
	I-202006183342	1901 BRADLEY	R	6/26/2020		60.63CR	072024	1,499.98
032078	CPR PEST MANAGEMENT, INC.							
	I-202006173338	PEST CONTROL SPRAYING	R	6/26/2020		175.00CR	072025	175.00
036099	FRANK CREBASE							
	I-06/2020-HUNTER	418 W WALNUT - RHONDA HUNTER	R	6/26/2020		268.00CR	072026	268.00
006250	PHARHAM BAKERY, INC. (DAYLIGHT DONUTS)							
	I-01733	LEPC MEETING REFRESHMENTS	R	6/26/2020		18.50CR	072027	18.50
036278	ELLIOTT EQUIPMENT CO.							
	I-156563	SANITATION TRUCK	R	6/26/2020		99,770.00CR	072028	
	I-156564	SANITATION TRUCK	R	6/26/2020		89,770.00CR	072028	189,540.00
035115	EXPRESS EMPLOYMENT							
	I-23977193/cem	EXPRESS EMPLOYMENT	R	6/26/2020		1,971.12CR	072029	
	I-23977193SAN1	LABOR	R	6/26/2020		1,571.93CR	072029	
	I-23977193SAN2	LABOR	R	6/26/2020		913.93CR	072029	
	I-23977193STR1	LABOR	R	6/26/2020		819.80CR	072029	
	I-24001002	BAUGH, LIZA ANN	R	6/26/2020		697.68CR	072029	
	I-24001002/CEM	EXPRESS EMPLOYMENT	R	6/26/2020		1,398.12CR	072029	
	I-24001002SAN1	LABOR	R	6/26/2020		543.73CR	072029	
	I-24001002SAN2	LABOR	R	6/26/2020		1,273.97CR	072029	9,190.28
008014	CLAYTON FARLOW							
	I-LOSS 04/10/20	FIRE LOSS 04/10/2020	R	6/26/2020		6,750.00CR	072030	6,750.00
033119	FASTENAL COMPANY							
	I-KSIND42756	SAFETY GLASSES	R	6/26/2020		12.09CR	072031	12.09
035760	FELD FIRE							
	I-0369430-IN	FELD FIRE	R	6/26/2020		336.68CR	072032	
	I-FELD FIRE	FELD FIRE	R	6/26/2020		278.54CR	072032	615.22
037139	FLEET FUELS, LLC							
	I-37377	FUEL	R	6/26/2020		537.70CR	072033	
	I-57965	FUEL INV 05292020	R	6/26/2020		250.99CR	072033	
	I-58042DIESEL	DIESEL	R	6/26/2020		306.62CR	072033	
	I-58042GAS	GASOLINE	R	6/26/2020		86.55CR	072033	
	I-58047	FUEL INV 06052020	R	6/26/2020		242.74CR	072033	
	I-58067DIESEL	DIESEL	R	6/26/2020		648.98CR	072033	
	I-58068	FUEL	R	6/26/2020		407.03CR	072033	
	I-58116	GAS	R	6/26/2020		21.66CR	072033	
	I-58153DIESEL	DIESEL	R	6/26/2020		660.46CR	072033	
	I-58153GAS	GASOLINE	R	6/26/2020		82.57CR	072033	
	I-58208	GAS	R	6/26/2020		92.60CR	072033	
	I-58238	FUEL	R	6/26/2020		14.21CR	072033	
	I-FUEL	FLEET FUELS, LLC	R	6/26/2020		362.45CR	072033	
	I-SAFETY DIRECTOR	FLEET FUELS, LLC	R	6/26/2020		17.83CR	072033	3,732.39

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
*VOID*	VOID CHECK		V	6/26/2020			072034	**VOID**
033863	LAW OFFICE OF MICHAEL W. HASSENPLUG							
	I-COLL AMB BARRAGER	COLL AMB BARRAGER	R	6/26/2020		30.66CR	072035	30.66
033856	HECKERT CONSTRUCTION COMPANY, INC.							
	I-4567	ASPHALT	R	6/26/2020		949.84CR	072036	
	I-4707	ASPHALT	R	6/26/2020		822.74CR	072036	1,772.58
034798	MARGARET HUTCHINSON							
	I-06/2020-BARKER	1200 W LOCUST - GARY BARKER	R	6/26/2020		317.00CR	072037	317.00
011211	INDEPENDENCE FIRE FIGHTER							
	I-09 202005293320	FIRE INSURANCE WITHHELD	R	6/26/2020		93.48CR	072038	93.48
030107	INDEPENDENCE PUBLIC LIBRA							
	I-JUNE2020ADVAL	LIBRARY AD VALOREM TAX	R	6/26/2020		84,664.40CR	072039	84,664.40
011180	INDEPENDENCE COMMUNITY							
	I-06 202005293320	COMMUNITY CHEST WITHHELD	R	6/26/2020		43.00CR	072040	43.00
033149	INDEPENDENCE FIREMEN'S							
	I-23 202005293320	FUNDING/FIREMEN'S ASSOCIATION	R	6/26/2020		210.00CR	072041	210.00
011212	INDEPENDENCE HEATING & AIR							
	I-26014	MCKINLEY CONDINSER FAN MOTOR	R	6/26/2020		470.00CR	072042	470.00
030108	INDEPENDENCE HOUSING							
	I-06/2020-COLLINS	920 E CEDAR #3BR - J COLLINS	R	6/26/2020		66.00CR	072043	
	I-06/2020-GOODMAN	1009 E CEDAR (A) - D GOODMAN	R	6/26/2020		231.00CR	072043	
	I-06/2020-GRIER	702 N 13TH - DENA GRIER	R	6/26/2020		254.00CR	072043	
	I-06/2020-JACKSON	1002 E C-VILLE AVE - J JACKSON	R	6/26/2020		340.00CR	072043	
	I-06/2020-JOHNSON	1008 E COFFEYVILLE - L JOHNSON	R	6/26/2020		120.00CR	072043	
	I-06/2020-KRAUSE	923 E CEDAR (C) ROLLAND KRAUSE	R	6/26/2020		165.00CR	072043	
	I-06/2020-RODRIQUEZ	916 E CEDAR #1 - C RODRIQUEZ	R	6/26/2020		176.00CR	072043	1,352.00
037321	INTERNAL REVENUE SERVICE							
	I-TL1202005293320	TAX LEVY	R	6/26/2020		342.03CR	072044	342.03
037194	J GRAHAM CONSTRUCTION INC.							
	C-PAY APP 18 OVERPYM	OVERPAYMENT CK #070600	R	6/26/2020		17,098.12	072045	
	I-PAY APP 18 ADA	PAY APP 18 ADA SIDEWALK/R	R	6/26/2020		32,502.10CR	072045	
	I-PAY REQ 1 PHASE 4	PHASE 4 ADA - CYPRESS/IRVING	R	6/26/2020		28,997.85CR	072045	44,401.83

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
034127	JOPLIN FREIGHTLINER SALES, INC.							
	I-186430	603 REPAIR	R	6/26/2020		1,313.00CR	072046	
	I-59049106	MIRRORS	R	6/26/2020		414.14CR	072046	1,727.14
036544	KANSAS COMMUNICATION SERVICES INC.							
	I-30975	KANSAS COMMUNICATION SERVICES	R	6/26/2020		196.25CR	072047	
	I-30979	PHONE PROGRAMMING	R	6/26/2020		480.00CR	072047	676.25
013200	KANSAS JUDICIAL COUNCIL							
	I-40474	PIK MANUALS X 3	R	6/26/2020		285.00CR	072048	285.00
032449	KANSAS PAYMENT CENTER							
	I-W16202005293320	MG3D*00095C/KEITH COPITHKE	R	6/26/2020		116.61CR	072049	
	I-W66202005293320	CS# MG 18DM00183 I - K GINTHER	R	6/26/2020		105.23CR	072049	
	I-W67202005293320	MGL9DM0075I-CHRIS FURR	R	6/26/2020		282.46CR	072049	504.30
013310	KANSAS STATE TREASURER							
	I-MAY20REINFEEES	MAY 20 REINSTATEMENT FEES	R	6/26/2020		457.50CR	072050	457.50
013351	KC 24 HOUR TRUCK REPAIR							
	I-INV1933	602 REPAIR	R	6/26/2020		5,614.76CR	072051	5,614.76
032158	KONE, INC.							
	I-959553035	MAINTENANCE CONTRACT	R	6/26/2020		348.36CR	072052	348.36
037320	KU KANSAS FIRE & RESCUE TRAINING INSTITUTE							
	I-DRIVER OPERATOR	KU KANSAS FIRE & RESCUE TRAINI	R	6/26/2020		60.00CR	072053	60.00
036883	LABETTE HEALTH							
	I-08282019	SHANE BLOOD DRAW 08282019	R	6/26/2020		63.00CR	072054	
	I-10092019	SHANE BLOOD DRAW 10092020	R	6/26/2020		63.00CR	072054	
	I-IN427619	LABETTE HEALTH	R	6/26/2020		108.54CR	072054	234.54
033182	LAKELAND OFFICE SYSTEMS,							
	I-IN319974	MONTHLY SERVICE	R	6/26/2020		63.51CR	072055	63.51
035878	LANG DIESEL, INC.							
	I-P18448	525 PARTS	R	6/26/2020		301.63CR	072056	301.63
034910	MARSHA LEROY							
	I-06/2020-CEFARELLI	912 W MAPLE - K CEFARELLI	R	6/26/2020		508.00CR	072057	508.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
036790	LIFE-ASSIST, INC							
	I-1006145	MEDICAL SUPPLIES	R	6/26/2020		237.31CR	072058	
	I-1007948	MEDICAL SUPPLIES	R	6/26/2020		465.47CR	072058	702.78
1	LINDA JOHNSON							
	I-PKREFJOHNSON	PARK REF	R	6/26/2020		50.00CR	072059	50.00
014400	LINNS AIR COOLED ENGINES LLC							
	I-907007	TRIMMER LINE	R	6/26/2020		98.69CR	072060	
	I-907009	EQUIPMENT PARTS	R	6/26/2020		9.42CR	072060	
	I-907012	EQUIPMENT PARTS	R	6/26/2020		78.20CR	072060	
	I-908400	PRIMER	R	6/26/2020		22.85CR	072060	209.16
035478	LOCHNER, H.W. INC.							
	I-000016373-7	KDOT KAIP PROJ AV-2020-20	R	6/26/2020		1,155.00CR	072061	
	I-000016373-8	KDOT KAIP PROJ AV-2020-20	R	6/26/2020		5,710.00CR	072061	
	I-000016373-9	KDOT KAIP PROJ AV-2020-20	R	6/26/2020		2,825.00CR	072061	9,690.00
036008	JOHN LOWRANCE							
	I-06/2020-BRECKENRD	712 S 6TH - R BRECKENRIDGE	R	6/26/2020		334.00CR	072062	334.00
037217	MALLORY SAFETY AND SUPPLY, LLC							
	I-4850961	PANTS X 9	R	6/26/2020		429.54CR	072063	
	I-4859239	PANTS X 3	R	6/26/2020		147.84CR	072063	577.38
035269	MCDANIEL COMPANY, INC.							
	I-30115	GROUP HOME INSPECTION	R	6/26/2020		280.00CR	072064	
	I-30117	AUTO FIRE PROT INSP	R	6/26/2020		280.00CR	072064	
	I-30118	PENN TERRACE INSPECTION	R	6/26/2020		500.00CR	072064	
	I-30119	ANNUAL FIRE INSPECTION	R	6/26/2020		400.00CR	072064	1,460.00
036460	MCHUGH VIDEO PRODUCTIONS							
	I-1277	VIDEO PRODUCTION SERVICES	R	6/26/2020		2,250.00CR	072065	2,250.00
035503	NATIONAL SCREENING BUREAU							
	I-2005123	FINANCE BACKGROUND CHK	R	6/26/2020		346.50CR	072066	346.50
034827	NEWKIRK, DENNIS & BUCKLES							
	I-LEWISAN001	NEWKIRK, DENNIS & BUCKLES	R	6/26/2020		95.00CR	072067	95.00
017100	NEWKIRK-DENNIS & BUCKLES, INC.							
	I-9791	ADD 2020 DODGE RAM #8802	R	6/26/2020		1,199.00CR	072068	
	I-9799	AIRPORT LIABILITY INSUR	R	6/26/2020		16,013.00CR	072068	17,212.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
035913	NEWTONS TRUE VALUE							
	I-05272020	HOSE CONNECTOR	R	6/26/2020		5.39CR	072069	5.39
018120	O'REILLY AUTO PARTS							
	C-0154-343703	MISC. PARTS	R	6/26/2020		102.84	072070	
	I-0154-342621	MISC. PARTS	R	6/26/2020		109.00CR	072070	
	I-0154-344138	TOOLS	R	6/26/2020		6.67CR	072070	
	I-0154-344773	BLADES	R	6/26/2020		22.97CR	072070	
	I-0154-345002	LUGS	R	6/26/2020		4.69CR	072070	
	I-0154-345161	CLAMPS	R	6/26/2020		83.48CR	072070	
	I-0154-345174	POWER BELT	R	6/26/2020		21.54CR	072070	
	I-0154-345443	OIL CAP	R	6/26/2020		27.38CR	072070	
	I-0154-345623	ANTIFREEZE	R	6/26/2020		3.49CR	072070	
	I-0154-345802	TRANS FLUID	R	6/26/2020		55.99CR	072070	
	I-0154-346279	BAR OIL & GEAR LUBE	R	6/26/2020		28.98CR	072070	
	I-0154-363613	MISC. PARTS	R	6/26/2020		129.09CR	072070	390.44
035799	OMNI BILLING							
	I-53120	MAY 2020 AMBULANCE BILLING	R	6/26/2020		4,398.96CR	072071	
	I-53120 A	MAY 2020 AMBULANCE	R	6/26/2020		4,398.96CR	072071	8,797.92
036608	ONE STOP PACK N SHIP							
	I-28862	SHIPPING	R	6/26/2020		52.23CR	072072	52.23
019040	PARHAM BAKERY, INC							
	I-#5/29/20	REIMBURSEMENT	R	6/26/2020		14.69CR	072073	14.69
034739	BOB PASTERNAK							
	I-06/2020-EGBERT	209 W LOCUST - DARWIN EGBERT	R	6/26/2020		301.00CR	072074	301.00
019290	PHEASANT POINT APARTMENTS							
	I-06/2020-GREER	2350 N 20TH #2 - NICOLE GREER	R	6/26/2020		96.00CR	072075	
	I-06/2020-KNIGHT	2350 N 20TH #15 - DAVID KNIGHT	R	6/26/2020		682.00CR	072075	
	I-06/2020-ORR	2325 N 20TH PL #9-DALENE ORR	R	6/26/2020		389.00CR	072075	1,167.00
036900	QUADMED, INC.							
	I-170736	MEDICAL GLOVES	R	6/26/2020		66.70CR	072076	66.70
020010	QUALITY MOTORS OF INDEPEN							
	I-160234	UNIT 3	R	6/26/2020		232.78CR	072077	232.78
037195	RYNAE RAMSEY							
	I-EXP05302020	DISINFECTANT WIPES	R	6/26/2020		5.48CR	072078	5.48

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
035848	RANDALL ROMANS I-06/2020-BRYANT	312 WESTMINSTER - PAM BRYANT	R	6/26/2020		311.00CR	072079	311.00
021300	RESOURCE RECOVERY DIV I-4392-000007656	4392 LANDFILL	R	6/26/2020		12,860.60CR	072080	12,860.60
036748	RLI SURETY I-LSM1140163	BOND FOR DAVID SCHWENKER	R	6/26/2020		180.00CR	072081	180.00
037113	RON & FRAN HAMILTON I-06/2020-SOLIS	117 W OAK - LOUISE SOLIS	R	6/26/2020		139.00CR	072082	139.00
037117	SERVICE PRO OF INDEPENDENCE I-05312020	MAINT STATEMENT	R	6/26/2020		116.96CR	072083	116.96
035501	SHALOM TREE SERVICE I-20-44835	STUMP REMOVAL	R	6/26/2020		550.00CR	072084	550.00
034842	DAVID SHATNEY I-06/2020-GOODSON	607 1/2 N 8TH - CAROL GOODSON	R	6/26/2020		173.00CR	072085	173.00
032035	SOROPTIMIST INTERNATIONAL OF INDEPENDENCE I-2020-2021 I-2020-2021 STMT	LISA SOROPTIMIST MEMBERSHIP DUES	R	6/26/2020 6/26/2020		109.00CR 109.00CR	072086 072086	 218.00
037182	SPARKLIGHT BUSINESS I-202006183343 I-202006183344	SPARKLIGHT BUSINESS PENN TERRACE CABLE JUNE 2020	R	6/26/2020 6/26/2020		36.80CR 2,542.24CR	072087 072087	 2,579.04
036652	ST JOHN PHYSICIANS INC I-255845C7661 I-255845C7661 A I-256136C7661 I-256136C7661 A	NEW EMP PHYSICAL FYFE NEW EMPL PHYSIC KEENAN FYFE NEW EMP PHYSICAL ROUSSELLE NEW EMPL PHYSIC M ROUSSELLE	R	6/26/2020 6/26/2020 6/26/2020 6/26/2020		151.00CR 151.00CR 151.00CR 151.00CR	072088 072088 072088 072088	   604.00
032440	STAPLES I-252461066 I-252481762 I-253508418 I-254284307 I-254383983	WORKSTATION TONER/COPIER WORKSTATION TONER TONER FOR COURT WIRELESS PRINTER COURT	R	6/26/2020 6/26/2020 6/26/2020 6/26/2020 6/26/2020		1,075.50CR 231.45CR 730.95CR 96.90CR 259.07CR	072089 072089 072089 072089 072089	    2,393.87

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
024137	THE CAR SHOP, INC. I-47277	604 REPAIR	R	6/26/2020		151.33CR	072090	151.33
026090	THE VICTOR L. PHILLIPS I-SW0006323	510 REPAIR	R	6/26/2020		1,133.47CR	072091	1,133.47
024300	THOMPSON BROTHERS SUPPLIE I-775277	WIRE ALUMINUM	R	6/26/2020		36.66CR	072092	36.66
035989	TOTAH COMMUNICATIONS, INC I-060120203446 I-060120203999	911 SERVICE...ACCT 3446 911 SERVICE ACCTC3995	R	6/26/2020		27.35CR 27.35CR	072093 072093	 54.70
024490	TRANSYSTEMS CORPORATION I-INV-0003589013 I-INV-0003589076	SERVICES THROUGH 05/29/20 US75/160 MILL & OVERLAY	R	6/26/2020		18,807.00CR 3,443.00CR	072094 072094	 22,250.00
036818	TREANOR HL I-45685	PROF SRVCS MAY 2020	R	6/26/2020		2,285.00CR	072095	2,285.00
037344	TXSDU I-W68202005293320	001324355715CS0446- J L WOOD	R	6/26/2020		148.15CR	072096	148.15
037328	VERIZON CONNECT ACCOUNTS RECEIVABLE I-OSV000002132802	EMS VEHICLE TRACKING	R	6/26/2020		97.25CR	072097	97.25
026097	VOLZ WELDING AND MACHINE I-12983	502 REPAIR	R	6/26/2020		332.50CR	072098	332.50
033393	WALMART COM - PD I-05242020	WALMART PURCHASES	R	6/26/2020		66.50CR	072099	66.50
037258	WASHINGTON HISTORIC RESIDENCES, LLC I-06/2020-DRAKE I-06/2020-FRANKLIN I-06/2020-HANKS I-06/2020-HENKE I-06/2020-KEITH I-06/2020-PAYNE III I-06/2020-TAYLOR	300 E MYRTLE #211 - L DRAKE 300 E MYRTLE #209 - D FRANKLIN 300 E MYRTLE #101-SHARON HANKS 300 E MYRTLE #106 - JODY HENKE 300 E MYRTLE #102 - C KEITH 300 E MYRTLE #105-C PAYNE III 300 E MYRTLE #205 - T TAYLOR	R	6/26/2020		646.00CR 212.00CR 283.00CR 77.00CR 138.00CR 211.00CR 292.00CR	072100 072100 072100 072100 072100 072100 072100	      1,859.00
037362	WYOMING CHILD SUPPORT I-W70202005293320	19KS-12DM09 234135 J WOOD	R	6/26/2020		207.69CR	072101	207.69

6/23/2020 3:49 PM  
PACKET: 24013 06/26/2020 Regular Payments  
VENDOR SET: 01  
BANK : AP Community National Bank

A / P CHECK REGISTER  
\*\*\*\* CHECK LISTING \*\*\*\*

PAGE: 10

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
035857	YP							
	I-SEK DIRECT	JUNE 20 SEK DIRECTORY JUNE 2020	R	6/26/2020		15.00CR	072102	15.00
029045	ZOLL MEDICAL CORPORATION							
	I-3075945	AUTO PULSE REPAIR	R	6/26/2020		1,033.68CR	072103	1,033.68

\*\*\* DRAFT/OTHER LISTING \*\*\*

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
037209	FIRST NATIONAL BANK OF OMAHA							
	C-FNBO 6-8-2020 CM	CREDIT MEMO PO#20-44773	N	6/26/2020		1,421.14	000000	
	I-FNBO 6-8-2020	CREDIT CARD	N	6/26/2020		1,421.14CR	000000	0.00

\* \* T O T A L S \* \*

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	97	0.00	465,556.56	465,556.56
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	1	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	99	0.00	465,556.56	465,556.56

TOTAL ERRORS: 0                    TOTAL WARNINGS: 0

\*\*\* DRAFT/OTHER LISTING \*\*\*

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

FUND	PERIOD	AMOUNT
01	6/2020	239,091.54CR
03	6/2020	6,750.00CR
08	6/2020	54.70CR
17	6/2020	62,565.83CR
21	6/2020	9,690.00CR
22	6/2020	3,443.00CR
31	6/2020	18,454.46CR
33	6/2020	2.00CR
37	6/2020	27,189.80CR
42	6/2020	84,664.40CR
49	6/2020	1,909.35CR
51	6/2020	60.63CR
53	6/2020	3,342.85CR
56	6/2020	280.00CR
58	6/2020	7,296.00CR
96	6/2020	762.00CR
=====		
ALL		465,556.56CR

ORDINANCE NO. D – 2005

An ordinance making appropriation for the payment of certain claims. Be it ordained by the City Commission 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 25th day of June 2020.

\_\_\_\_\_ Mayor

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

Ordinance # D – 2005

\$186,218.40

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
032855	EVERGY							
	I-05/2020-035793626	EVERGY	D	5/31/2020		38,223.96CR	000194	38,223.96

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	38,223.96	38,223.96
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	38,223.96	38,223.96

TOTAL ERRORS: 0                    TOTAL WARNINGS: 0

PACKET: 24002 05/31/2020 MAY DRAFTS

VENDOR SET: 01

\*\*\* DRAFT/OTHER LISTING \*\*\*

BANK : AP Community National Bank

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

FUND	PERIOD	AMOUNT
01	5/2020	12,616.56CR
31	5/2020	562.76CR
33	5/2020	14,942.03CR
37	5/2020	351.71CR
53	5/2020	9,094.30CR
56	5/2020	656.60CR
=====		
ALL		38,223.96CR

PACKET: 24008 DRAFTS 05/31/2020

VENDOR SET: 01

\*\*\* DRAFT/OTHER LISTING \*\*\*

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
002112	ADVANCE INSURANCE COMPANY							
	I-LIFE INSUR MAY 20	LIFE INSURANCE MAY 2020	D	5/31/2020		559.12CR	000195	559.12
003431	BLUE CROSS/BLUE SHIELD OF							
	I-INSUR MAY 2020	HEALTH INSURANCE MAY 2020	D	5/31/2020		77,153.22CR	000196	77,153.22
013110	KANSAS DEPARTMENT OF							
	I-SALES TAX APR 20	SALES TAX APRIL 2020	D	5/31/2020		3,214.53CR	000197	3,214.53
032034	VALNET TELECOMMUNICATIONS							
	I-APR 20 INTERNET	APRIL 2020 INTERNET	D	5/31/2020		108.22CR	000198	
	I-MAY 20 INTERNET	MAY 2020 INTERNET	D	5/31/2020		108.22CR	000198	216.44
032855	EVERGY							
	I-APR 20 ELECTRIC	APR 2020 ELECTRIC	D	5/31/2020		45,153.21CR	000199	45,153.21
033052	ATMOS ENERGY							
	I-MAR/APR GAS SERV	MAR/APR 2020 GAS SERVICE	D	5/31/2020		2,784.47CR	000200	2,784.47
035464	CONOCO-PHILLIPS FLEET SERVICES							
	I-65293586	TRAVEL FUEL CHARGES	D	5/31/2020		183.12CR	000201	183.12
035825	COMMUNITY NATIONAL BANK							
	I-STMT 05102020	MAY 2020 STMT	D	5/31/2020		1,977.48CR	000202	1,977.48
037182	SPARKLIGHT BUSINESS							
	I-INTERNET APR/MAY	INTERNET APR/MAY 2020	D	5/31/2020		1,711.82CR	000203	1,711.82
037198	ELAVON							
	I-MAY CC FEES	MAY CC FEES	D	5/31/2020		3,325.23CR	000204	3,325.23
037209	FIRST NATIONAL BANK OF OMAHA							
	I-MAY 20 CC PYMT	MAY 2020 CC PAYMENT	D	5/31/2020		11,715.80CR	000205	11,715.80

* * 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:	11	0.00	147,994.44	147,994.44
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:	11	0.00	147,994.44	147,994.44

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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

FUND	PERIOD	AMOUNT
01	5/2020	87,816.73CR
26	5/2020	1,635.70CR
31	5/2020	2,079.61CR
33	5/2020	35,322.91CR
37	5/2020	3,360.07CR
44	5/2020	4.09CR
49	5/2020	12.20CR
51	5/2020	96.03CR
53	5/2020	5,534.05CR
56	5/2020	271.94CR
57	5/2020	49.44CR
64	5/2020	95.87CR
99	5/2020	11,715.80CR
=====		
ALL		147,994.44CR

ORDINANCE NO. P – 1838

An ordinance making appropriation for the payment of certain claims. Be it ordained by the City Commission 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 25th day of June 2020.

\_\_\_\_\_ Mayor

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

Ordinance # P – 1838

\$ 133,836.12

## Minutes of the Independence City Commission's March 14, 2020 Special Meeting

The Independence City Commission met for a special meeting on March 14, 2020 at 11:00 A.M. at the Memorial Hall. Mayor Leonhard Cafilisch, Commissioner Louis Ysusi, and Commissioner Dean Hayse were present. Others present included:

### City Staff

Jeff Chubb, City Attorney  
Kelly Passauer, Assistant City Manager/Zoning Administrator  
David Schwenker, City Clerk/City Treasurer  
Lacey Lies, Director of Finance  
Shawn Wallis, Fire/EMS Chief  
Barb Beurskens, Park and Zoo Director  
Barry Beurskens, Memorial Hall Maintenance  
Ed Sykes, Chief Water Plant Operator  
Brian McHugh, Memorial Hall Supervisor  
April Nutt, Director of Housing Authority  
David Cowan, Director of Safety/ADA Coordinator

### Visitors

Taina Copeland  
Andy Taylor  
Tabatha Snodgrass  
James Thornber  
Tony Vowell  
England Porter  
Sean Porter  
Representative Jim Kelly

### I. SPECIAL SESSION

### II. ITEMS FOR ACTION

A. Consider the City's response to the Coronavirus-19 pandemic.

Mayor Cafilisch read a statement that informed the public that City offices would be closed to the public effective March 16, 2020.

Assistant City Manager Passauer informed the Commission that all vacations for City employees will be suspended until further notice and the City will implement a temporary modification to the sick leave policy.

Director Cowan reviewed the latest CDC guidelines for the public.

Mayor Cafilisch noted that an emergency is not being declared at this time and that this meeting is just to inform the public not to panic and to be safe.

### III. ADJOURNMENT

Minutes of the Independence City Commission's March 14, 2020 Special Meeting

**Motion:**

**On the motion of Mayor Caflisch, seconded by Commissioner Ysusi the Commission adjourned the meeting.**

**Aye: Ysusi, Caflisch, Hayse**

**Nay: None**

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Leonhard Caflisch, Mayor

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Louis Ysusi, Commissioner

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Dean Hayse, Commissioner

Attest:

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City Clerk/Treasurer

## Minutes of the Independence City Commission's March 25, 2020 Special Meeting

The Independence City Commission met for a special meeting on March 25, 2020 at 9:30 A.M. at the lower level of the Judicial Center. Mayor Leonhard Caflisch and Commissioner Louis Ysusi were present. Commissioner Dean Hayse was present by phone. Others present included:

### City Staff

David Schwenker, City Clerk/City Treasurer

David Cowan, Director of Safety/ADA Coordinator

### Visitors

Taina Copeland

Lee Miller

Anne Miller

Larry McManus

Robert Bever

Fred Brown

Tracy Maxson

Robert York

AnnMarie Vannoster

Justin Doane

Jonathan Booe

Trisha Purdon

Mark Hall

Lisa Wilson

Fred Gress

Rick Whitson

Charlotte Scott Schmidt

### I. SPECIAL SESSION

Mayor Caflisch called the meeting to order.

### II. DISCUSSION

#### A. Coronavirus Pandemic.

Montgomery County Emergency Management Director Rick Whitson gave a briefing over the latest pandemic information and answered questions from the public and the Commissioners.

### III. ADJOURNMENT

#### **Motion:**

**On the motion of Mayor Caflisch, seconded by Commissioner Ysusi the Commission adjourned the meeting.**

**Aye: Ysusi, Caflisch, Hayse**

**Nay: None**

Minutes of the Independence City Commission's March 25, 2020 Special Meeting

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Leonhard Caflisch, Mayor

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Louis Ysusi, Commissioner

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Dean Hayse, Commissioner

Attest:

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City Clerk/Treasurer

## Minutes of the Independence City Commission's March 26, 2020 Meeting

The Independence City Commission met for a regular meeting on March 26, 2020 at 5:30 P.M. at the Memorial Hall. Mayor Leonhard Caflisch, Commissioner Louis Ysusi and Commissioner Dean Hayse were present. Others present included:

### City Staff

Jeff Chubb, City Attorney  
Kelly Passauer, Assistant City Manager/Zoning Administrator  
David Schwenker, City Clerk/City Treasurer  
Terry Lybarger, Director of Utilities  
David Cowan, Director of Safety/ADA Coordinator  
Brian McHugh, Memorial Hall Supervisor

### Visitors

Larry McHugh  
Taina Copeland  
Jerry Bright  
Aubrey Carpenter  
Lisa Wilson  
Tammy Carpenter

### I. REGULAR SESSION

#### A. Call to Order

Mayor Caflisch called the meeting to order.

#### B. Pledge of Allegiance to the United States of America

### II. APPOINTMENTS

#### A. Planning Commission/Board of Zoning Appeals -- One expired term – Applications Due March 25, 2020.

Due to the Coronavirus pandemic, Mayor Caflisch extended the deadline 30 days.

### III. CONSENT AGENDA

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

#### A. Appropriations

1. A-1859
2. D-2002
3. P-1832

## Minutes of the Independence City Commission's March 26, 2020 Meeting

- B. Consider lease/purchase agreement for financing of a new John Deere 6135E Tractor and Brush Hog 2820.

*This item was removed from the consent agenda and moved to items for Commission action*

**Motion:**

**On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission adopted the Consent Agenda as modified.**

**Aye: Ysusi, Caflisch, Hayse**

**Nay: None**

### IV. PUBLIC HEARINGS

- A. Public hearing to consider condemnation of the structure located at 312 S. 15<sup>th</sup> as dangerous and unsafe.

On January 13, 2020, this structure was involved in a fire that did significant damage to a first-floor bedroom, bathroom and kitchen. The rest of the house has significant heat and smoke damage. The owner hired a private contractor and has removed the structure and cleared the lot.

**Motion:**

**On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission adopted a Resolution rescinding condemnation action for the property at 312 S. 15<sup>th</sup> Street and authorize returning insurance proceeds to the owner.**

**Aye: Ysusi, Caflisch, Hayse**

**Nay: None**

### V. ITEMS FOR COMMISSION ACTION

- A. Consider lease/purchase agreement for financing of a new John Deere 6135E Tractor and Brush Hog 2820.

*This item was removed from the consent agenda and moved to items for Commission action*

The City Commission approved the purchase of the John Deere 6135E tractor and Bush Hog 2820 on February 6, 2020 for a purchase price of \$90,287.54. Delivery of the units to the City will occur in Mid-March 2020.

## Minutes of the Independence City Commission's March 26, 2020 Meeting

The City received the following lease/purchase proposals for financing \$90,287.54 over five years with semi-annual payments:

FINANCING INSTITUTION	TERM	PMT FREQUENCY	RATE
COMMERCIAL BANK	5 YEARS	SEMI-ANNUAL	2.45%
COMMUNITY NATIONAL BANK	5 YEARS	SEMI-ANNUAL	2.49%

**Motion:**

**On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission accepted the Lease/Purchase agreement from Commercial Bank for the financing of the John Deere 6135E Tractor and Bush Hog 2820 for \$90,287.54 as presented and authorized the Mayor to sign all documents related to the agreement.**

**Aye: Ysusi, Caflisch, Hayse**

**Nay: None**

- B. Consider a recommendation from the Planning Commission regarding a conditional use permit for a daycare in an R-1, large lot single-family dwelling district at 609 Mulberry Street.

The Planning Commission held a public hearing on March 3, 2020 to consider a request for a conditional use permit for a daycare at 609 Mulberry Street. The Planning Commission recommended approval.

**Motion:**

**On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission authorized the Mayor to sign the attached resolution to grant a conditional use permit for a daycare at 609 Mulberry Street.**

**Aye: Ysusi, Caflisch, Hayse**

**Nay: None**

- C. Consider a request for a 15-minute parking space near 201 North Penn Avenue.

City staff received a request from Terry Scott, owner of the Independence Pharmacy, for a 15-minute parking space near his business which is located at 201 North Penn Avenue. Mr. Scott indicated to City staff with the new restaurant opening across the street, parking is limited for his customers that need to pick up their prescriptions.

This request was received prior to the current temporary curbside parking due to

## Minutes of the Independence City Commission's March 26, 2020 Meeting

the Coronavirus Pandemic. Staff recommends approving one 15-minute parking spot near 201 North Penn Avenue. Please note that timed parking spaces do not mean that only those visiting his business may park there, since this is public parking is available to anyone if they do not exceed the 15-minute timeframe. This is consistent with other timed parking spaces granted near the liquor store, bank, etc.

**Motion:**

**On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission authorized a 15-minute parking space near 201 North Penn Avenue.**

**Aye: Ysusi, Caflisch, Hayse**

**Nay: None**

- D. Consider setting the date of May 28, 2020 for a public hearing to consider condemnation of 818 E. Edison Street as dangerous and unsafe.

On February 29, 2020, this structure was involved in a fire that did significant damage to a first-floor bedroom, bathroom, and kitchen. The rest of the house has significant heat and smoke damage.

**Motion:**

**On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission set the date of May 28, 2020, at 5:30 p.m. for a public hearing to consider condemnation of the fire-damaged structure at 818 E. Edison Street.**

**Aye: Ysusi, Caflisch, Hayse**

**Nay: None**

- E. Consider an agreement AssureCo Risk Management and Regulatory Compliance LLC (MHC) for completion of the Risk Management Plan (RMP) for the water treatment plant.

The City is required by the EPA to file an RMP every five years. The Risk Management Plan is required by the EPA because we have chlorine gas at the water treatment plant facility. The due date established by the EPA is April 8th, 2020 to have the RMP filed.

**Motion:**

**On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission approved the agreement with MHC pending City Attorney approval.**

## Minutes of the Independence City Commission's March 26, 2020 Meeting

**Aye: Ysusi, Caflisch, Hayse**

**Nay: None**

### VI. REPORTS

#### A. COVID-19 Update.

Director Cowan gave an update on the pandemic and reported that the City has enough supplies of personal protective equipment.

### VII. CITY MANAGER'S COMMENTS

Assistant City Manager Passauer reported that the dumpster program will kick off next month.

### VIII. COMMISSIONERS' COMMENTS

Commissioner Hayse asked the public to keep in mind the local businesses during this time and to remember to shop local.

Mayor Caflisch would like to see if it is possible for the City to set up a relief fund for local businesses.

### IX. PUBLIC CONCERNS

### X. EXECUTIVE SESSION

#### A. For the purpose of reviewing and considering City Manager applications.

**Motion:**

**On the motion of Mayor Caflisch, seconded by Commissioner Ysusi the Commission moved to recess for an executive session for review and discussion of City Manager applications pursuant to the non-elected personnel exception (K.S.A. 75-4319(b)(1)). The open meeting will resume at 6:55 P.M.**

**Aye: Ysusi, Caflisch, Hayse**

**Nay: None**

The meeting resumed at 6:55 P.M. with no action taken.

### XI. ADJOURNMENT

**Minutes of the Independence City Commission's March 26, 2020 Meeting**

**Motion:**

**Mayor Caflisch moved to adjourn. Commissioner Ysusi seconded.**

**Aye: Ysusi, Caflisch, Hayse**

**Nay: None**

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Leonhard Caflisch, Mayor

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Louis Ysusi, Commissioner

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Dean Hayse, Commissioner

Attest:

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City Clerk/Treasurer



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**June 25, 2020**

Department Utilities

Director Approval Terence Lybarger

**AGENDA ITEM** Consider an agreement with Viking Industrial Painting for the inspection of the clear wells at the Water Treatment Plant.

**SUMMARY RECOMMENDATION** Approve the Agreement.

**BACKGROUND** The City contracted with PEC for Phase II of the Water Treatment Plant upgrades which includes the inspection of the clear wells. PEC contacted two inspection firms for proposals, Viking Industrial Painting and Liquid Engineering. The contract states that the City will contract with the inspection firm directly. The recommendation to go with the higher quote is due to Viking Industrial Painting committing to provide an inspection report within 45 days of a signed contract.

<b>Company</b>	<b>Quote</b>	<b>Time to Complete</b>
Liquid Engineering Corporation	\$3,300.00 (\$435 Discount for Schedule Cooperation would result in \$2,865.00)	Not Indicated
Viking Industrial Painting	\$3,500.00	Inspection within 30 days of signed contract, Inspection Report within 45 days of signed contract.

**BUDGET IMPACT** \$3,500.00 to be reimbursed from the State Loan.

**SUGGESTED MOTION** I move to approve the agreement with Viking Industrial Painting for the inspection of the clear wells at the Water Treatment Plant in the amount of \$3,500.00

**SUPPORTING DOCUMENTS** Quotes



Fax – (406) 651-0120

Proposal Number  
**55228**

Please reference the Proposal Number above on all Purchase Orders issued.

## Scope of Work - In-Service Inspection

This Potable Water System Proposal is made this date, by and between City of Independence of the state of Kansas, (hereinafter "Client") and Liquid Engineering Corporation, of Billings, MT, (hereinafter "LEC"). LEC will provide all labor, specialty equipment and insurance to evaluate your facilities.

### In-Service Inspection

Interior and exterior inspections will review structural, sanitary, safety, security and any installed coating conditions. Reporting will be provided based on water tank inspection criteria, referencing applicable OSHA, EPA, AWWA, TCEQ and NFPA requirements. Minimum items examined will include ladders, shell, roof, vent, man ways, welds, seams, foundation, anchors, safety systems, hatches, external overflow and plumbing.

Services will include detailed interior video documentation of the potable water tank(s) / clear well(s) as described on page two (2). Discounted multi-tank pricing is provided for combinations of two or more tanks completed as a single dispatch.

**Underwater Operations** – All Dive Maintenance Technicians and associated in-tank equipment are fully disinfected in accordance with AWWA Standard C652-02. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving and Confined Space; including 1910.401 thru 1910.441. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA and ADCI approved commercial diving equipment dedicated to in-service potable water operations.

### Deliverable – Prioritization Schedule

The deliverable provided on site will consist of LEC's on site report, summary recommendations and Immediate Needs Assessment™, which documents discrepancies that require urgent action, and is supplemented by the interior DVD documentation.

**Assumptions** - Based upon information obtained via the systems interview conducted for your facility, the following assumptions were made. Should conditions vary from those stated, additional charges could apply.

- Prior to arrival, and during underwater operations, water level in tanks/clear wells to remain full.<sup>1</sup>
- Client's Point-of-Contact will be available for access, as well as authorization of any additional requested work.
- Facilities are accessible with LEC's standard truck/trailer combo (overall length – Crew Cab = 23' / Trailer = 22').<sup>2</sup>
- Access into tanks/clear wells are sufficient for man entry (i.e. 24" dia), with no obstructions in the hatchway.
- Exterior inspections will be performed from the ground, installed ladders, and exterior roof while utilizing installed ANSI & OSHA-certified personal fall protection equipment, without additional scaffolding or rigging.

### Miscellaneous

All services provided by LEC will be completed in a professional workmanlike manner according to the Terms and Conditions of this Proposal. Any alteration or deviation from the Terms and Conditions of this Proposal, or additional services, involving additional costs, will be completed only upon written authorization by Client or Client's Authorized Representative.

This Proposal is contingent upon weather, delays or other matters beyond LEC's control. Client will carry fire, tornado, and other necessary insurance. LEC will provide all other required insurance coverage, including, but not limited to, General Liability, Employer Liability and Workmen's Compensation Insurance during all operations (certificate of insurance available upon request).



Proposal Number  
**55228**

Please reference the Proposal Number above on all Purchase Orders issued.

### Reservoir Information – Inspection

Tank	Capacity	Dimensions	Type
Clearwell 1	508,000 (approx.)	24' high x 60' dia	Concrete – o/g
Clearwell 2	508,000 (approx.)	24' high x 60' dia	Concrete – o/g

### Costing

Inspection & Reporting Sub-Total	\$ 3,300.00
Scheduling Discount (Based on 100% scheduling cooperation)	(\$ 435.00)
<b>Inspection &amp; Reporting (after discount)</b>	<b>\$ 2,865.00</b>

*(Prior written approval will be obtained from Client's Authorized Representative for any additional charges outside the Scope described herein).*

1. Unscheduled delays, which are a direct result of the utility's obligations (i.e. access and water level), may incur standby/mobilization charges.
2. Access requiring portable set-up (i.e. truck only), will incur an additional setup/tear-down charge.

*Pricing above does not include Local, State or Franchise Taxes - if any.*

This Proposal, when executed by both parties, shall constitute a binding agreement between the parties. The persons signing on behalf of Client and LEC hereby represent and certify that they are fully empowered to bind the respective parties to this Contract. Client acknowledges that payment for onsite work is due and payable **Net 30 upon completion of on site work**. Progress billing will be applied on any contract whose duration is longer than ten (10) days. A finance charge on past-due accounts is computed at a periodic rate of 1.5% per month, which is an annual percentage rate of 18%.

In the event Liquid Engineering Corporation is required to bring suit to enforce its rights under this Agreement, to collect any and all payments due and owing under this Agreement, or to otherwise determine, protect or enforce its rights and remedies under the Agreement or at law or equity, Liquid Engineering Corporation will be entitled to recover from the client its reasonable attorney's fees, expert fees, costs and expenses incurred in connection therewith.

City of Independence  
11 Laurel Street  
Independence, KS 67301

LIQUID ENGINEERING CORPORATION  
P.O. Box 80230  
Billings, MT 59108

Accepted & Agreed per Costing Breakdown  
Attached Hereto and by Reference Included Here Under

(800) 438-2187 Voice / (406) 651-0120 Fax

By: \_\_\_\_\_

By:  - Fred Muller

Title: \_\_\_\_\_

Title: **President**

Date: \_\_\_\_\_

Date: **June 9, 2020**

Note: This proposal may be withdrawn if not accepted within 90 days from the above LEC signature date.



<b>Proposal Number</b> <b>55228</b> Please reference the Proposal Number above on all Purchase Orders issued.
---

**Billing / Invoice Requirements**

Please return Accounting / Billing information to Fax – (406) 651-0120 or [web@liquidengineering.com](mailto:web@liquidengineering.com)

Customer Name: City of Independence, KS

\_\_\_\_\_

**Contact for Accounting/Billing**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Preferred Delivery Method: \_\_\_ Fax, \_\_\_ Email, \_\_\_ Postal Mail \_\_\_ Other \_\_\_\_\_

Is a Purchase Order required? \_\_\_ Yes, \_\_\_ No (Please forward PO when issued)

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Additional Notes/Instructions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



P.O. Box 24162  
 Omaha, NE 68124  
 vikingindustrialpainting.com

# PROPOSAL

Please sign and date both copies and return one (1) copy to our office.

## CONTACT DETAILS

Proposal Submitted To	City of Independence	Contact	Ed Sykes
Address	811 Laurel St. Independence, KS 67301	County	Montgomery
Client Phone	(620)332-2507	Contact Phone	(620)515-2530
Job Location	Independence WTP	Tank Name	WTP Tanks
Job Name	ROV/Drone/Visual/Inspection	Tank Size and Style	2 - 60x20 Ground storage tanks

## SERVICES

Viking Industrial Painting, Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

1. Tank to remain in service during the inspection procedure.
2. Tank interior wet area to be inspected with an ROV (remote operated vehicle) to assess sediment accumulation, coating condition and overall tank integrity.
3. ROV to be disinfected with 200ppm chlorine solution prior to immersion.
4. Tank interior dry area to be visually inspected to include all coating, vents, hatches and screens.
5. Tank exterior to be visually inspected.
6. A written inspection report including photos/video will be submitted detailing condition of the tank.
7. A representative of Viking Tanks will schedule a date with the proper officials to review the report.

Note: Inspection will be within 30 days of signed contract  
 Inspection Report will be submitted within 45 days of signed contract

## COST

Total Cost of Materials and Labor	<b>\$3,500.00 total for both tanks</b>	Payment Terms	Payment to be made in full upon completion of work – plus all applicable taxes.
-----------------------------------	--	---------------	---

## AGREEMENT TERMS

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Preparer Printed Name	<b>Rick A Penner</b>	Date Submitted	<b>June 5, 2020</b>
Authorized Preparer Signature		Price is good for 60 days from date submitted	

## ACCEPTANCE OF PROPOSAL

By accepting this proposal, you agree to the above prices, specifications and conditions. Viking Industrial Painting, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Client Printed Name		Date of Acceptance	
Authorized Client Signature			



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**June 25, 2020**

---

**Department** \_\_\_\_\_ **Housing** \_\_\_\_\_ **Director Approval** \_\_\_\_\_ **April Nutt** \_\_\_\_\_

**AGENDA ITEM** The Independence Housing Authority requests authorization to submit the annual Tenant Based Rental Assistance (TBRA) Grant.

**SUMMARY RECOMMENDATION** Approve Request.

**BACKGROUND** The Independence Housing Authority (IHA) has administered a Tenant Based Rental Assistance Grant since 1998. Since that time, almost \$2.6 million has been received to assist some of our most vulnerable community members. IHA is currently assisting 27 families, and with this grant, if fully funded, IHA should be able to assist 29 families over a 24-month period.

**BUDGET IMPACT** There is no anticipated budget impact as the Independence Housing Authority oversees all aspects of the grant implementation and oversight requirements.

**SUGGESTED MOTION** I move to authorize the Independence Housing Authority submit the 2020 Tenant Based Rental Assistance Grant.

**SUPPORTING DOCUMENTS** 2020 TBRA Grant Application.

# KANSAS HOUSING

## Tenant Based Rental Assistance 2020 Application

### 2020 TBRA Applicants:

*For the 2020 TBRA application round, the amount of funding that a grantee may apply for is \$400,000. The administration will be awarded as 7% above the granted amount; however, 2020 contracts will not pay administration funds that are not drawn during the grant period. Unexpended admin funds may be converted to subsidy, at KHRC's discretion.*

*Additionally, the maximum number of months for a set up/tenant will be 12 months. As usual, tenants are eligible for recertification at the 12-month mark.*

#### Eligible Applicants

*HOME Program funds for the Tenant Based Rental Assistance program will be made available through a competitive application process. Eligible entities are local units of government, public housing authorities, and non-profit agencies. Applicants must have demonstrated experience managing a tenant based rental assistance program.*

**TENANT BASED RENTAL ASSISTANCE (TBRA)**  
**2020 APPLICATION**  
**AVAILABLE FUNDING: \$1,400,000 (APPROX.)**

Applicant/Agency: City of Independence, Kansas

A. Application Process

1. Submittal Requirements

The Kansas Housing Resources Corporation (KHRC) must receive **one original** of the application before 4:00 p.m. on Tuesday June 30, 2020. An acknowledgment (receipt) will be provided upon request. Applications submitted via mail or other delivery system should be sent using that company's return receipt process, as this will be your notice that the application has been received. Submit the application package to:

Kansas Housing Resources Corporation  
Attn: TBRA Program Manager  
611 S. Kansas Avenue, Suite 300  
Topeka, Kansas 66603-3803

2. Eligible Applicants

HOME Program funds for the Tenant Based Rental Assistance program will be made available to local units of government, public housing authorities, and non-profit agencies on a competitive basis. Applicants must have demonstrated experience managing a tenant based rental assistance program.

3. Standard Application Forms

In an effort to provide the required information to the review team, to reduce required paperwork, and to encourage all eligible applicants to participate, only applications on standard forms will be considered. A complete set of forms must be submitted.

B. Application Instructions

1. Applications must include the following:

- Funding Summary (form provided in Application)
- Statement of Assurances and Certifications (form provided in Application)
- Narratives – Project Need and Project Impact
- Budget Worksheet
- Administrative Plan, **must include Violence Against Women Act (VAWA) procedures if applying for a subsidy program**

2. The applicants should review the entire application form and instructions before beginning to prepare the application. Applicants must submit one original of the application.

3. Only information received by the Kansas Housing Resources Corporation prior to the application deadline will be considered in the selection process. Failure to submit required information will be grounds for rejection of the application.

C. Ratings Criteria (750 Points Maximum)

1. Project Need (300 points maximum)

Applicants will receive up to 300 points based on comparison with other TBRA Project Need descriptions according to the following criteria: The application should provide identification and documentation of how the level of need for the TBRA request was determined by the applicant. Information should include the number of families on the current waiting list, the number of families currently receiving assistance, the total population and per capita income of the community, the proposed program tenants who fall at or below 30% of the median income, the proposed number of homeless, disabled, elderly, or single parent households, and those paying over 50% of their income for rent.

2. Project Impact (300 points maximum)

Applicants will receive up to 300 points based on comparison with other TBRA Project Impact descriptions according to the following criteria: The applicant must describe how the program design addresses the identified need, how this program will enhance the community, and how this program will further the intent of providing housing to very-low income persons. The number of Section 8 or TBRA tenants from the/a previous year who moved to a Section 8 program or to self-sufficiency should be indicated. Other measures of success for previous tenants who received rental subsidies but later moved to self-sufficiency may be indicated. If services are offered in conjunction with rental assistance (e.g., homeless case management, disability support services, etc.) those services and the populations receiving them should be described. Note that participation in offered services *cannot* be a requirement for receiving TBRA.

3. Capacity (100) Points

Administrative Plans will be evaluated. Areas reviewed will include the minimum requirements for the Administrative Plan indicated in the KHRC TBRA Policy. Points will be awarded for rental housing experience, administrative support for previous TBRA grant awards (if applicable), proposed marketing efforts to the proposed geographical area, and accuracy of reports if previous TBRA grant awards have been made. Compliance review issues for existing TBRA grantees will be considered.

4. Non-Local HOME Areas (50) Points

Applicants in non- Local HOME Participating Jurisdictions (local PJs) will receive a funding preference. Within the HOME Program, the cities of Topeka, Lawrence, Wichita, Kansas City and Johnson County are considered local PJs. Local PJs receive HUD HOME funding directly. Applicants outside of these jurisdictions will receive 50 points. (NOTE: Applications serving local HOME PJs are restricted to serving special populations as identified in the Kansas Consolidated Plan.)

# TENANT BASED RENTAL ASSISTANCE FUNDING SUMMARY

## APPLICANT DATA

**Name of Applicant:** City of Independence, Kansas

**Contact Person:** April Nutt

**Telephone/Email:** Area Code (620) Telephone 332-2536 E-mail apriln@independenceks.gov

**Contact Address:** 811 West Laurel Street

**City/Zip Code:** Independence, KS 67301

- |                                     |                                |   |               |
|-------------------------------------|--------------------------------|---|---------------|
| <input type="checkbox"/>            | Local government               | U.S. Congressional District(s)*                 | <u>KS 2nd</u> |
| <input checked="" type="checkbox"/> | Public Housing Authority (PHA) | State Senate District*                          | <u>15th</u>   |
| <input type="checkbox"/>            | Non-Profit                     | State Representative District*                  | <u>12th</u>   |
| <input type="checkbox"/>            | For-profit                     | *Districts for agency city/county location only |               |

	TBRA Proposed Activities	Total Proposed Households	(UNITS)
<input checked="" type="checkbox"/>	Rental Subsidies	Rental Subsidy	<u>29</u>
<input type="checkbox"/>	Security Deposits	Security Deposit Subsidy	<u>NA</u>
<input type="checkbox"/>	Utility Deposits*	Utility Deposit Subsidy*	<u>NA</u>

*\*Utility Deposit cannot be used as a stand-alone activity. Must be utilized with rental subsidy, security deposit subsidy, or both.*

**Total funding requested** \$ 400,000

Has applicant previously been awarded a HOME Grant?					Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
Year	2019	\$ 90,000	Year	2018	\$90,000	Year	2017	\$90,000
Year	2016	\$ 90,000	Year	2015	\$90,000	Year	2014	\$100,000
FUNDING HISTORY-MOST RECENT TBRA GRANT (IF APPLICABLE)* Check if not APPLICABLE <input type="checkbox"/>								
data for grant award <u>2018</u> (Provide Grant Year)* January 1-December 31 <u>2019</u> (List Year)* (DATA BELOW FOR ONE CALENDAR YEAR <b>JANUARY –DECEMBER</b> AND <b>ONE GRANT AWARD</b> ONLY)*								
Total Tenant <b>Households</b> (UNITS) Served to Date from ONE Grant Award FOR ONE Calendar Year (Only) <u>2018</u>								
Average TBRA Rental Subsidy Paid Per Unit			<u>\$3399.33</u>		Total Household UNITS Receiving Rental Subsidies		(Total Number) <u>22</u>	
Average TBRA Security Deposit Paid Per Unit			<u>NA</u>		TOTAL HOUSEHOLD UNITS Receiving Security Deposit Subsidies		(Total Number) <u>NA</u>	
Average TBRA Utility Deposit PAID PER UNIT (Provided with Rental Subsidy and/or Security deposit)			<u>NA</u>		TOTAL Household UNITS Receiving Utility Deposit Subsidies		(Total Number) <u>NA</u>	



Agency administering the grant. Give the experience level of the administrator.

The Independence Housing Authority has a successful, well-defined program, receiving its first Tenant Based Rental Assistance (TBRA) grant in 1998 and thereafter obtaining grant funding each subsequent year for a total of 21 TBRA Grants funding almost 2.6 million dollars in assistance to low-income families. Housing Director April Nutt's management of the program ensures careful compliance with all federal guidelines for HOME funds. In her twenty years with the Independence Housing Authority, April has implemented multiple low-income housing programs providing much needed assistance to the many low-income individuals and families in Independence. Some examples of her work are obtaining grant funds so low-income homeowners can make vital repairs to their homes they couldn't afford otherwise, allowing them to stay in their homes and not seek out alternate housing; partnering with other agencies and organizations to provide safe quality housing to the Independence community at an affordable rate; and establishing in-house housing initiatives for the enrichment of the Independence community. Molly Wright, TBRA Grant Program Manager for 10 years, has successfully managed the qualification process while working to ensure compliance with federal guidelines and timely submission of reports to the Kansas Housing Resources Corporation (KHRC) on past TBRA projects.

**PROJECT SUMMARY**

TBRA HOME Program funds requested (do not include 7% Administrative Fee): \$400,000.00

**Maximum amount requested cannot exceed \$400,000.**

**FURTHERING FAIR HOUSING**

All applicants who receive a grant award must affirmatively further fair housing. Title VII and Executive Order 11063 requirements apply to all recipients, regardless of community size and/or racial/ethnic characteristics. The fair housing provisions apply to the community as a whole and pertain to the sale or rent of housing, the financing of housing, and the provision of brokerage services. *MEANINGFUL STEPS TO FURTHER FAIR HOUSING MUST BE TAKEN.* Such steps must be documented and will be monitored by the Kansas Housing Resources Corporation.

**Marketing Procedures**

Describe your Marketing Plan for the proposed geographical area served. Please list all area newspapers, television stations, and radio stations in your area where you plan to advertise the availability of the TBRA program. Marketing efforts must take place in all geographical service areas. Marketing via referrals only, local presentations, or exclusive use of a waiting list are not considered effective marketing techniques. Press releases must be provided (possibly e-mailed) to all media within the jurisdiction of the grantee.

	Name	City
Newspapers	Independence Daily Reporter Montgomery County Chronicle The Good News	Independence, KS Montgomery County Kansas Southeast Kansas
Television Stations	Sparklight Cable City of Independence, KS community page	Independence, KS
Radio Stations	Indy 102.9 FM, 94.9 FM, 1010 AM	Independence, KS
Other	City of Independence, KS Website	Independence, KS

**OTHER ATTACHMENTS**

- A detailed project location map must be attached to each application.
- Letters of commitment indicating support for the proposed TBRA Program and/or all proposed sources of non-federal matching/leveraging funds.
- TBRA Project Budget Form.
- Housing Administrative Plan
- Uniform Grant Guidance, 2 CFR 200, Subpart F, may require nonfederal entities to have a single or program-specific audit conducted for any year in which the nonfederal entity expends \$750,000 or more combined from all federal sources. Medicare and Medicaid are not considered federal awards. A copy of the applicant agency’s latest fiscal year’s audit including findings must be included with the TBRA application.
- Check here if audit report is not required due to applicant agency expending less than \$750,000 annually in federal funding.

City of Independence, Kansas

Applicant: \_\_\_\_\_

***CERTIFICATIONS***

The applicant certifies that the information contained in the Application Summary is true and correct and the appropriate governing body has duly authorized the document. The applicant agrees that, if approved, this, with the attached Certifications, will become a part of the agreement for activities and services authorized under the HOME Investment Partnerships Program.

Name: Leonhard Caflisch

Name: \_\_\_\_\_

Title: Mayor, City of Independence, KS

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Signature of Chief Elected Official

\_\_\_\_\_  
Date

If the applicant is a non-profit entity and not a local unit of government, the Executive Director and a Board member must sign the application.

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Board Member

\_\_\_\_\_  
Date

**TENANT BASED RENTAL ASSISTANCE  
BUDGET WORKSHEET**

<b>2020 PROPOSED BUDGET FOR <u>ESTIMATED</u> PROGRAM HOUSEHOLDS</b>	<b>Number of Bedrooms</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5+</b>
(1) Estimated Housing Cost (equals HUD FMR payment standard for county served. If more than one county is served use the FMR for one county in your jurisdiction)	<b>\$514</b>	<b>\$714</b>	<b>\$943</b>	<b>\$1113</b>	
(2) Average Monthly Adjusted Income x 0.30	<b>\$202</b>	<b>\$94</b>	<b>\$150</b>	<b>\$181</b>	
(3) Est. Monthly Subsidy Cost [(1) minus (2)]	<b>\$312</b>	<b>\$620</b>	<b>\$793</b>	<b>\$932</b>	
(4) Enter number of months (24 months)	<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	
(5) Total Per Household Cost [(3) x (4)]	<b>\$7488</b>	<b>\$14880</b>	<b>\$19032</b>	<b>\$22368</b>	
(6) Enter estimated number of families (households) to be assisted	<b>12</b>	<b>7</b>	<b>6</b>	<b>4</b>	
(7) Basic Cost by BR Size [(5) x (6)]	<b>\$89856</b>	<b>\$104160</b>	<b>\$114192</b>	<b>\$89472</b>	
(8) Per Household Security Deposit Cost					
(9) Estimated Number of Security Deposit Households					
(10) Total Estimated Per Household Security Deposit cost [(8) x (9)]					
(11) Per Household Utility Deposit Cost					
(12) Estimated Number of Utility Deposit Households (utility deposits must be provided with either rental subsidies or security deposits. They are not a "stand alone" activity)					
(13) Total Utility Deposit Costs [(11) x (12)]					
(14) Total Security and Utility Deposit Costs [(10) + (12)]					
(15) Total Cost by BR Size [(7) + (13)]					
(16) Total Estimated Cost (Add all costs in Row (14) Do not include 7% Administrative Fee Provided by KHRC)					<b>\$397680</b>

**TENANT BASED RENTAL ASSISTANCE**  
**PROJECT NARRATIVES**

The following describes the criteria and information for an applicant to apply for 2020 HOME TBRA funds. All applicants shall complete the HOME Funding Summary. The remainder of the application shall consist of four sections: (1) Project Need, (2) Project Impact, (3) Capacity, (4) Map/description of geographical jurisdiction served. Narratives for these sections shall be typed on standard letter-sized paper with appropriate headings and subcategories.

1. Project Need – Applicants must identify and document the need in the community or jurisdiction for TBRA. Information in the narrative should include the following:
  - a. Per capita income from the U.S. census for the city/county jurisdiction served. Reference: [www.quickfacts.census.gov](http://www.quickfacts.census.gov).
  - b. Number of families on the current waiting list for housing assistance in the community and the approximate amount of time a family waits on the list to be assisted.
  - c. Tenant data-Number of families to be served who are below 50% of the area Median Income, homeless or rent burdened (paying more than 50% of their income for rent or paying more than 30% of their income for rent).
  - d. Description of any special population needs within the geographic area (elderly, disabled, handicapped, etc.)
  - e. Number and percentage of homeless and single-parent households in applicant’s service area.
  - f. Description of any other rental subsidy program(s) operating in the service area.
2. Project Impact – Applicants must describe how TBRA addresses the needs described in the Project Need narrative. Information should include:
  - a. The number of households (families) and total number of individuals including children as well as a list of specific counties that will receive the proposed assistance.
  - b. Timeline describing the initial distribution of assistance to the final commitment of funds during the proposed three-year grant award funding.
  - c. Description of the plan for continued assistance for families after the end of the program (Section 8, self-sufficiency, etc.)
  - d. List impact (self-sufficiency) in terms of tenants who have moved in a previous year from the TBRA program to Section 8 or who no longer qualify for assistance due to an increase in income level.
  - e. Description of other methods to be used to measure the success of the program.

### 3. Capacity

- a. Administrative Plan –The Plan must be attached and must meet minimum standards established in the KHRC TBRA Policy.
- b. Rental Housing Capacity- The agency must have administrative support for the program, a history of rental housing administration and a proposed marketing plan that covers the geographical jurisdiction and is not limited to agency referrals, local presentations, etc. If applicant is a previous TBRA grantee, compliance issues and attempts to resolve issues should be described.

### 4. Non-Local HOME Area

- a. A map of the jurisdiction served must be provided.
- b. Applicants serving areas outside Local HOME Participating Jurisdictions (local PJs) will receive a funding preference. The cities of Topeka, Lawrence, Wichita, and Kansas City, and Johnson County are considered local PJs. Applicants outside of these jurisdictions will receive 50 points. (NOTE: Applications serving local PJs are restricted to serving special populations, as identified in the Kansas Consolidated Plan.)

## Statement of Assurances & Certifications

The grantee hereby assures and certifies with respect to the grant that:

1. It possesses legal authority to make application and to execute a housing program.
2. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement, and to provide such additional information as may be required.
3. That prior to submission of its application to the Kansas Housing Resources Corporation (KHRC), the grantee has met the citizen participation requirements, prepared its application and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
4. It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities that benefit low-income families.
5. Its chief executive officer or other officer of the grantee approved by the KHRC:
  - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a); and
  - b. Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.
6. The loan will be conducted and administered in compliance with:
  - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part I;
  - b. Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provisions of brokerage service. Title VII and Executive Order 11063 requirements apply to all recipients, regardless of community size and/or racial/ethnic characteristics. The fair housing provisions apply to the community as a whole and pertain to the sale or rent of housing, the financing of housing, and the provision of brokerage services. *MEANINGFUL STEPS TO FURTHER FAIR HOUSING MUST BE TAKEN.* Such steps must be documented and will be monitored by the Kansas Housing Resources Corporation;
  - c. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.602);
  - d. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135;
  - e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
  - f. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;

- g. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
  - h. The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
  - i. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and the implementing regulations at 24 CFR 570.488;
  - j. Anti-displacement and relocations plan requirement of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
  - k. Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended;
  - l. The labor standards requirements as set forth in 24 CFR 92.354 and HUD regulations issued to implement such requirements;
  - m. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
  - n. The regulations, policies, guidelines, and requirements of 2 CFR 200 as it relates to the acceptance and use of federal funds under this federally assisted program; and
  - o. The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation and telecommunications.
7. The conflict of interest provisions of 24 CFR 92.356 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification.
  8. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
  9. It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.
  10. It will comply with the lead paint requirements of 24 CFR Part 35.
  11. The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with HOME funds by assessing properties owned and occupied by low and moderate income persons unless:
    - a. HOME funds are used to pay the proportion of such assessment that related to non-HOME funding, or
    - b. The local government certifies to the state that for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income that the local government does not have sufficient HOME funds to comply with the provision of a. above.

12. It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for HOME funding.
13. It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.
14. It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously, as well as with other applicable laws.

The grantee hereby certifies it will comply with the above stated assurances.

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Signature,  
(Authorized local elected official if grantee is a governmental entity, or authorized Executive Director if grantee is a non-profit agency)

Leonhard Caflisch  
Name (typed or printed)

Mayor, City of Independence, Kansas  
Title

City of Independence, Kansas  
Applicant Agency/Housing Authority

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Date

## 1) PROJECT SUMMARY

### OVERVIEW OF NEED FOR RENTAL ASSISTANCE

Shelter is a fundamental and basic need for all. But for many in Independence, Kansas, this basic need is out of reach. In Independence, many moderate-income working households are having an increasingly difficult time affording adequate housing, while very-low income households must often accept sub-standard housing. In fact, a household would need to make \$26,900 annually to afford an average two -bedroom apartment in Montgomery County; the median household income of renters in Independence is approximately \$22,381.02.<sup>1</sup>

Significant decline in renter's income in the past decade has escalated the number of families in Independence paying excessive shares for housing. The maximum housing expense recommended by the US Department of Housing and Urban Development (HUD) is 30% of adjusted annual household income. Spending on rent or utilities above this amount is considered as a "housing cost burden." In 2012, 54% of renters in Independence paid more than 30% of their gross income towards rent; while 25% of renters were paying more than 50% of their income towards rent. Due to excessive rents, many of these families are becoming financially strapped, risk becoming homeless, or suffer from housing deficiencies such as instability or poor housing quality.

Low-income renters in Independence more often live in sub-standard, overcrowded or unaffordable housing (HUD's criteria used in defining a housing problem) than do higher income renters. Approximately 31% of low-income renters and 81% of very low and extremely low-income renters have housing problems, as defined by HUD, compared to just 2% of higher income renters.

Tenant Based Rental Assistance can reduce the amount that these low-income families must spend to attain quality housing, and instead allow them to spend on other crucial necessities, like transportation, food, healthcare, childcare and medical expenses. By reducing extravagant housing expenses, these families can adjust their budget to improve their future economic situation.

### DEMOGRAPHIC AREA

The City of Independence is in the Southeast corner of the State and serves as the County Seat of Montgomery County. According to the information from the U.S. Census Bureau\*, the current population of Montgomery County is 32,829. Independence is the second largest city in Montgomery County with the July 2019 Census Estimate reporting a population of 8,505.\*

Montgomery County has an unemployment rate of 13.5%<sup>2</sup>, one of the highest in the State of Kansas as of April 2020, and an increase of more than 10% since April 2019. As the world is aware of the new challenges people are facing with the Covid-19 pandemic, our economic health and job stability has taken a direct hit. This is evident with the 10% spike in the unemployment rate for Montgomery County. Another challenge that IHA sees on the horizon is a much larger need for rental assistance come August 2020, once the extra unemployment expires. The Housing Authority hopes that with greater grant funding, they can provide families the reassurance that they will have a safe decent roof over their head until they can get back on their feet during these hard-economic times.

### TYPE OF HOUSING UNITS

According to the 2018 American Community Survey, single family residential units are the housing unit of choice in Independence. Of the total number of units, 78.7% are detached, single family units, and 20.3% are multi-family units. This figure does not include mobile homes, which are generally located in mobile home parks, and constitute 1.0% of our housing units.^

<b>Type of Housing Units</b>				
<b>Type</b>	<b>City</b>	<b>Percentage</b>	<b>Statewide</b>	<b>Percentage</b>
<i>1 Unit/Detached</i>	3,697	78.7%	920,984	72.7%
<i>Multi-Family</i>	950	20.3%	288,713	22.9%
<i>Mobile Homes</i>	48	1.0%	55,974	4.4%
<i>Other</i>	3	.1%	797	.1%
<b>Total</b>	4698	100.1%	1,266,468	100.1%

### HOUSEHOLD SIZE

Persons per household for Independence, of 2.15, comparable to the State's figure of 2.30. A disturbing fact for Independence is the fact that the persons below poverty level for Independence is 22.2%, almost double the State's percentage of 11.8% and almost a full quarter of our population.\* Independence school district 446 also has an incredibly high percentage of children, Pre-K-High School, approved for the free or reduced meals program at 65.1%.<sup>3</sup>

### AGE OF HOUSING

2010 Census statistics indicate that the City's housing is much older than the statewide average. Almost 45% of our units were constructed in 1949 or earlier. This compares with the statewide average of 22.3%. The City average is more than double the statewide average prior to 1950.

Associated with the age of housing and other socio-economic factors of income and age, it is a fair assumption that these housing units are in need of upgrades of major structural systems and improvements are needed to meet health and safety standards as a result of obsolete interior gas, electrical and plumbing systems and the presence of lead-based paint in most, if not all, units.

### CURRENT HOUSING AVAILABILITY AND CONDITIONS

The City of Independence has worked hard to replace the housing stock lost during the 2007 flood. Much of which was rental housing with the rents well below fair market value, averaging about \$200 to \$250 a month. With the construction of new low-income units, replacing these lost homes, families still struggle to pay their rent as low rents for Independence average from \$475-\$625. The Tenant Based Rental Assistance Grant is the only means of helping these families be successful.

The Independence Housing Authority manages 153 low-income units comprised of a 99-unit project based subsidized elderly and disabled highrise, 21 units for elderly or disabled, and 33 units that are for families, elderly or disabled. In addition to what IHA manages, there are 179 other designated low-income units in Independence. Of the total 329 low-income designated units in Independence, 219 are project-based subsidized. That leaves 110 units that have rents restricted to remain below market rent, yet tenants still struggle to make it. TBRA makes it possible for these extremely low-income citizens to be successful.

Another challenge facing low-income citizens, who wish to rent a single-family dwelling, is that the rents in Independence are high, with an average three bedroom, two bathroom, decent, single-family home renting from around \$750-\$1000 per month.

With 18.3% of the population being 65 years of age or older and 20.3% being single parent households, according to the 2018 American Community Survey, statistics bare that many community members in those demographics will be at or below the poverty level. Thus, rental assistance will be needed.

With aggressive marketing of the program and education covering the advantages to the landlords, the City has gained ground in upgrading the rental stock. The Housing Authority has conducted training sessions, covering landlord/tenant issues and basics of the TBRA program, for all interested landlords in Montgomery County.

The TBRA Program continues to make a positive impact on the community and has made decent, safe, sanitary and affordable housing available to tenants that had no assistance available to them, were forced to live in very unsanitary conditions and whose housing was creating blight in their respective neighborhoods.

### GROWTH OF INCOME NOT MEETING RISE OF RENTAL PRICES

There is a growing need for affordable housing in Independence, Kansas. Income and rent have been increasing each year, the rate of growth in median income does not match the high rate of growth in rent- from 2010 to 2016 the median income rose 2.18% while median gross rent rose 19.9% in the same period. Furthermore, when looking at renter income only, the median income of renters has actually decreased during the period of 2010 to 2016 by 3.39%. This data indicates that more families in Independence are finding rent less affordable because their incomes are not rising alongside housing costs.

Over half of all renters in Independence are cost burdened. One-quarter of renters are considered severely cost burdened, paying in excess of over 50% of their household income on rent. Moreover, from 2006- 2012, the number of renter households experiencing severe housing problems rose 36%. This suggests that a financial squeeze is pushing more families into inadequate and unaffordable housing.

While families are becoming less able to afford housing due to the rise in rents, the number of households seeking affordable housing is growing. From 2006 to 2012, the number of households determined to have extremely low incomes rose from 11% to 14%; the number of very low-income households rose from 14.8% to 15.2%. It is important to note that during this same time the number of low-income households decreased from 17.2% to 16%. However, we believe that this represents a shift of low-income households into lower income categories, rather than a shift into higher-income categories, as the number of households making 80% or more of the Median Income also decreased.

### LENGTH OF WAITING LIST

We currently have 45 families on our waiting list. However, this is a low number for the IHA as we have been working to administer our 2019 grant. Once the prior year grant has been administered, our waiting list is on average over 150 families. When families come in to apply, they are usually in a crisis situation and need housing assistance immediately. Not only are families existing on an income that is at or below 50% of the median income, they need decent and affordable housing for their families. When we no longer have available funding and have to place the families on a waiting list, all hope is gone for them to locate a decent home in a timely manner. Once families are placed on the waiting list, the first five may be eligible to continue the application process within 6 to 9 months, and the farther you are on the waiting list, the longer it will take to be contacted.

We encourage our tenants who are disabled or have a situation that will cause them to need housing assistance long term, to contact SEK-CAP, whose assistance covers Montgomery County, and keep contacting them until they have open enrollment. They have Section 8 Vouchers and TBRA Coupons but since they cover such a large area, they have a very long waiting list and do not always have open enrollment. It can take several years for a family's name to come up on their waiting list. This is too long a wait for a family in need. Fortunately, this past year SEK-CAP has been able to assist 2 families that have been with IHA for several years. This is one of the goals of the IHA TBRA Grant, to assist those families that are in a long-term rental assistance need in the interim while they are awaiting a Section 8 voucher through SEK-CAP.

### COMMUNITY PARTICIPATION

Montgomery County has a very high number of single unwed mothers (3<sup>rd</sup> highest ranking in the State) and many of our tenants fall within this category. For most of these mothers the only income they have is Cash Assistance and Food stamps from the **Department for Children and Families**. Welfare Reform is now looming above the single mothers we assist, and childcare expense is a large stumbling block for most of these mothers. They are faced with working a minimum wage job because of their lack of education or skills. The rental assistance we have been able to offer has been vital to the welfare of our young residents and their children.

Some of our referrals come from **Midwest Pregnancy Care Center**, a local non-profit organization available to assist expectant mothers in answering questions they may have about options available to them and assisting many in a crisis situation. Most of their clients are unwed teenagers. Montgomery County ranks number 3 in the State for births to unwed mothers.

Independence is the home of **Four County Mental Health Center**. We assist many of their clients in family services. Since the State has closed the Mental Hospital and people have been mainstreamed back into the communities, there has been an increased need for rental assistance.

**Class Ltd.** is a local organization working and training persons with disabilities. This segment of the population living on disability income has no hope of receiving income that would enable them to rise above the very-low income level. TBRA is very important to these people and the only way they can afford to live in decent housing.

The **Area Agency on Aging** is another organization we work with on a regular basis. Not only are they working with the elderly population who are the most vulnerable segments of our community, they also bring in many clients that are low-income non-elderly.

**Hannah's House** is a safe haven for battered women and their children. Because of the TBRA Program we have been able to provide many of these women with safe and affordable housing for their families.

**Home Sweet Home Ministries** is the local men's homeless shelter. In order to be housed their men must hold a job while the shelter assists them with their basic needs, including housing. IHA has assisted numerous homeless men find safe, affordable housing with the help of the TBRA Program.

The **Community Access Center** is an invaluable local resource to the low-income citizens of Independence. They assist clients with a multitude of no-cost services including groceries and commodities; acquiring car seats, birth certificates and driver's licenses; up to \$150 per year in assistance toward the cost of basic needs like utilities, security deposits, rent, etc. The C.A.C. refers many of their clients to the Independence Housing Authority and our TBRA Program.

The emphasis of **Moving Forward with Momentum** is to help anyone, but fathers in particular, move forward in their life, believe in themselves, and gain the skills needed to live successfully and obtain employment. This is accomplished by participating in intense three-day training with an additional twelve weeks of support and educational meetings. Many of the participants in this program start out homeless and unemployed and they are able to obtain employment through their experiences in the program and IHA can assist them with affordable housing using TBRA funds.

## SUMMARY

Whatever the reason families are living on income at or below 50% of the median income level, they deserve the opportunity to live in decent affordable housing. Independence has made a tremendous effort in reducing the housing problems for low-income families and we want to continue the tremendous progress and impact that has been made. We have developed a program that compliments the other local social service agencies in this area, and we want the opportunity to continue moving forward and not abruptly lose all the ground we've gained for our low-income residents.

## 2) PROJECT IMPACT

### CAPACITY

The Independence Housing Authority will administer the TBRA grant.

The Independence Housing Authority has successfully managed a Section 8 New Construction project for the elderly since 1978. IHA was instrumental in receiving funding from KHRC through a local CHDO to construct three duplexes designed for elderly or persons with mobility impairments in 1998. In 2006 the partnership constructed two (2) single family homes for low income families. In addition, IHA manages 15 units for elderly or disabled families and became the managing agent for a 28-unit tax credit project for families, elderly, and disabled in 2010. The Independence Housing Authority has successfully administered an annually awarded TBRA Grant from 1998 to present for the City of Independence.

### Independence Housing Authority Grant Administrators

#### ► Executive Director

The Executive Director will be responsible for all aspects of the administration of the program.

The Executive Director and staff have been able to comply with requests and report filing in a timely manner. The Executive Director will continue to be responsible for quarterly reports to KHRC and continue to ensure that all HOME program requirements are adhered to and any staff is properly trained in HOME program requirements and Fair Housing.

#### ► Programs Manager I

The current TBRA program manager has been in her position since March 2010. With instruction from KHRC, the IHA TBRA program manager has become familiar with the TBRA program requirements. She is an asset to the program and dedicated to assisting low-income families.

### DEGREE OF IMPACT ON ADDRESSED NEEDS

When the TBRA program was started in Independence, the grant administrator addressed the Realtors Association and the Montgomery County Landlord's Association twice. The Landlords "did not want to do all the paperwork". Finally, one landlord agreed to participate and was very happy with the results. IHA has worked with over 75 landlords that have or are still participating. Many are so pleased with the program that they will call us when they have a vacancy to ask us to refer tenants to them. One of the biggest benefits of this program is the HQS requirement. This has improved the condition of our rental housing stock tremendously. TBRA has proved to be a win-win situation for all parties concerned.

► Landlord – The landlords have the assurance that they will receive their rent each month, so they are more willing to make the repairs necessary to bring the house up to a standard condition. Now that the landlords know what is expected under the program, they will remedy most, if not all, deficiencies that would cause the property to fail before they call for an inspection.

► Tenant – We have seen many families move out of substandard housing to decent, affordable housing, which they could not afford to do without rental assistance.

► City – Because the house must meet a minimum standard, the housing stock has improved in Independence. Neighborhoods are showing visible signs of improvement, which benefits the City at large.

The families we serve are the lowest of the low income and several of them are there through no fault of their own.

They are either so physically, emotionally *or* socially deprived they are unable to rise above the barriers which would allow them to overcome their socio-economic situation or they have found themselves in a temporary situation and just need some positive reinforcement to move beyond their current situation. We have seen many families on the program demonstrate a sincere desire to rise above the conditions they have found themselves in. When they have a decent affordable place to live, this frees them up to use their resources to complete their education or training needed to find a job that will lead them out of the poverty situation.

In situations where a person is disabled or has a condition that makes them unemployable and we know they will need the continued assistance; we assist them in contacting SEK-CAP so they can apply for Section 8 Vouchers.

Unfortunately, SEK-CAP doesn't have an open enrolment very often, and we need to continue assistance to our current tenants. The only alternative for them will be to move back into substandard housing. Even though the rent on these substandard units may be more affordable, the utilities are high due to improper, or no, weatherization and faulty heating and air systems. Many low-income tenants without assistance have their utilities terminated due to non-payment of high utilities. Everyone loses in this situation.

For families (usually single heads-of-household), that do find good jobs and have respectable credit, we refer them to a local lender that works with USDA Rural Development, to make applications for home-ownership for low-income families.

Since we have a higher than state average of elderly families in our community and have many disabled families referred from the local service agencies, we give a priority to the elderly, disabled, homeless and wage earner.

### TIMELINE OF ACTIVITIES

As soon as the Housing Authority is notified of the award of HOME TBRA funds, a public notice will be published in the local daily newspaper. Letters will be sent to those families next on the waiting list (the number to be determined by the amount of the grant) in order to begin the paperwork process. At the appropriate time a public notice will be sent to the local newspaper, letters and notices to be posted will be sent to the Realtor's Association, the Montgomery County Landlord's Association and local service agencies notifying prospective applicants that enrollment has opened.

Since the IHA has the experience of administering a TBRA program and has all the documents necessary to carry on with the program, we will be able to act quickly qualifying applicants within the first 30 days the contract is signed.

As families move off the program, they will be replaced with families on the waiting list in order of their date of application and preference (elderly, disabled, homeless and wage earners.)

### MEASURING SUCCESS

The Independence Housing Authority has successfully assisted one (1) family in obtaining a Section 8 voucher through SEK-CAP during the past year. In addition, four (4) families removed themselves from the need for rental assistance. These are not large numbers, but they are success. IHA does not administer Section 8 vouchers and are reliant on SEK-CAP.

When a client appears to be one that will need long term assistance, IHA assists them in contacting SEK-CAP and requesting an application for their Section 8 voucher. SEK-CAP has a great demand for their Section 8 vouchers and has an extremely long waiting list with a limited timeframe that Section 8 applications are taken. IHA posts jobs available through the City and encourages clients to apply, assists clients with contacting the Job Service Office and assists them with filling out employment applications when requested. IHA encourages families that are over-income qualified to contact local financial institutions or Rural Development for applications to become homeowners instead of renters.

The TBRA program continues to be successful. We can measure this by the continued referrals from the various agencies the IHA works with, who ensure a better quality of life for the residents of Independence needing assistance. The local Landlord Association's continued involvement with the program. The City's efforts to continue to pursue additional TBRA grants are a means to assist Independence residents with safe and affordable housing. We know this program does not just help the tenant or the owner, but it creates a trickle down effect, which strengthens the whole City.

## Sources

<sup>1</sup> \$21,806 is the renter median income from American Community Survey 5-Year Data (2010-2014), projected to 2016 using HUD's income adjustment factor.

\* [census.gov/quickfacts](http://census.gov/quickfacts)

<sup>2</sup> <https://klic.dol.ks.gov/admin/gsipub/htmlarea/uploads/LR%20E%20Apr2019%20-%20Rates.pdf>

<sup>3</sup> [datacentral.ksde.org/GIS\\_reports.aspx](http://datacentral.ksde.org/GIS_reports.aspx)

<sup>^</sup> [https://data.census.gov/cedsci/table?d=ACS%205-Year%20Estimates%20Data%20Profiles&table=DP04&tid=ACSDP5Y2018.DP04&g=0400000US20\\_1600000US2033875&hidePreview=true](https://data.census.gov/cedsci/table?d=ACS%205-Year%20Estimates%20Data%20Profiles&table=DP04&tid=ACSDP5Y2018.DP04&g=0400000US20_1600000US2033875&hidePreview=true)

# INDEPENDENCE HOUSING AUTHORITY

## TBRA Administrative Plan

### I Introduction

**Purpose.** By a resolution adopted on May 5, 1972, the City Council created the Independence Housing Authority (IHA) as an agent of the City of Independence with the power to plan, construct, maintain, operate and manage any low-rent housing project or program of the City. The mission of the Independence Housing Authority is to provide decent, safe and sanitary housing for eligible low-income families and promote self-sufficiency and economic independence for program participants.

The Independence Housing Authority is dedicated to the coordination of and cooperation between programs and agencies within the community and endeavors to make the Rental Assistance Programs under its administration successful in all respects. The IHA continues to establish and strengthen a meaningful information and referral system with local social service agencies to help meet the housing needs of Rental Assistance participants.

**Purpose of Plan.** The purpose of this Administrative Plan is to establish policies for administration of the HOME TBRA Program for both admission and continued participation in the Program. The basic policies for this Plan are governed by HUD regulations and requirements with latitude for state and local policies and procedures. This Plan and any revisions due to changes in HUD regulations, Federal, State or local laws, IHA policies or other circumstances will be brought to the IHA Board of Housing Commissioners for approval.

#### **Primary Responsibilities of the IHA**

- Inform the public of the availability of TBRA.
- Encourage Owner/Landlord participation in the program.
- Receive applications from families and determine eligibility for assistance.
- Determine maximum Housing Assistance Payment (HAP).
- Inspect rental units to determine that they meet Housing Quality Standards (HQS).
- Approve Leases.
- Make Housing Assistance Payments (HAP) to Owners.
- Perform annual and periodic reexaminations of income and family composition.
- Complete and submit all reports to the Kansas Housing Resources Corporation.

#### **Outreach**

Outreach to Owners - The IHA will encourage participation by Owners of suitable units located outside areas of low income or minority concentration by distributing and communicating information concerning property Owners leasing units under the program through the local media (newspaper, radio, television, etc.).

Outreach to Families - The IHA will make known to the public, through publications in the newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for low-income families. The notice shall inform such families where they may apply for TBRA. The IHA shall take affirmative actions to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of head of household, age or source of income, are less likely to apply for assistance. The IHA may hold meetings with local social community service agencies.

### II Fair Housing Policy and Equal Opportunity Housing Plan

**Fair Housing Policy.** The Fair Housing Policy of the IHA shall comply with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and with the Americans with Disabilities Act. Specifically, the IHA shall not on the basis of race, color, religion, sex, disability, familial status, ancestry, or national origin, deny any family or individual the opportunity to apply for or receive assistance under the TBRA Program, within the requirements and regulations of HUD and other regulatory authorities. To further its commitment to full compliance with applicable Civil Rights laws, the IHA will provide access to information to TBRA participants regarding discrimination. Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicant's/participant's file.

For families and/or individuals who report apparent discrimination, the IHA shall provide information regarding discrimination and any recourse available to them should they feel they have been the victim of discrimination. Such information will be available upon request and is part of the briefing session. For example, a participant may be trying to obtain rental housing and/or attempting to purchase a home and experience apparent discrimination such as steering, redlining, false denials of availability, advertising discrimination, and/or financial discrimination.

**Equal Opportunity Housing Plan.** The IHA is a participant in the tenant-based program and is required to comply with equal opportunity requirements imposed by contract or federal law (Ref: 24 CFR 982.53). This includes applicable requirements under:

- Fair Housing Act, 42 U.S.C. 3610-3619 (implementing regulations at 24 CFR parts 100, et seq.)
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (implementing regulations at 24 CFR part I)
- Age Discrimination Act of 1975, 42 U.S.C. 6101-6197 (implementing regulations at 24 CFR, part 146)
- Executive Order 11063, Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR 1253 (1980), as amended, Executive Order 12892, 59 FR 2939 (1994) (implementing regulations at 24 CFR, part 107)
- Section 504 of the Rehabilitation Act of 1973, 20 U.S.C. 794 (implementing regulations at 24 CFR, part 8)
- Title II of the Americans with Disabilities Act, 42 U.S.C. 12101, et seq.

**Equal Opportunity Posting Requirements.** There shall be maintained in the IHA's office waiting room a bulletin board, which will accommodate the following posted materials:

- Statement of Policies and Procedures Governing the TBRA Administrative Plan.
- Open Occupancy Notice (Applications being Accepted and/or Not Accepted)
- Income Limits for Admission
- Informal Review and Hearing Procedures.
- Fair Housing Poster
- Equal Opportunity in Employment Poster.

### III Privacy Rights

Applicants will be required to sign a *Release of Information* form that states under what conditions information will be released concerning applicants/participants. Request for information by other parties must be accompanied by a signed release request in order for the IHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations.

### IV Independence Housing Authority Staff

Executive Director - Responsible for all agency functions relating to administration of the TBRA Program including accurate compliance with IHA policies, Federal, State, and local regulations. Responsible for staff supervision, monitoring and approving reports sent to the Kansas Housing Resources Corporation, marketing and community education of TBRA. The Executive Director is HQS Certified and performs inspections when needed. The Executive Director reports to the IHA Board of Housing Commissioners.

Occupancy Specialist/Secretary - Responsible for taking of applications and determining initial and continued eligibility, waiting list management, creation and maintenance of hard copy case files, tracking and monitoring ongoing tenant and landlord contracts, calculation of tenant rent, preparing and sending reports to the Kansas Housing Resources Corporation. Responsible for scheduling appointments, filing correspondence, forms, reports and other materials, answering, recording, routing incoming calls, greeting visitors to the office, giving out general information about programs available. -The Occupancy Specialist/Secretary reports to the Executive Director.

### V Definition of Terms

Adjusted Income - Total Annual Income less the following allowances:

- A. Deduction of \$480.00 for each member of the family (other than head of household or spouse) who is:

1. Seventeen (17) years of age or younger
  2. Eighteen (18) years of age or older and a verified full-time student and/or is disabled or handicapped according to this section.
- B. Deduction of dollar amounts anticipated to be paid for the care of children less than twelve (12) years of age where care is necessary to enable a family member to be gainfully employed or to further his/her education. The dollar amount cannot exceed the amount of income from employment (if employed).
- C. Deduction of \$400.00 for a family whose head, spouse or sole member is sixty-two (62) years of age or older and/or is handicapped or disabled according to this section.
- D. Deduction for an elderly family:
1. That has no Handicapped Assistance Expense, an allowance for medical expenses equal to the amount by which the medical expense shall exceed three (3) percent of Total Annual Family Income.
  2. That has Handicapped Assistance Expenses greater than or equal to three (3) percent of Total Annual Income.
  3. That has Handicapped Assistance Expenses that are less than three (3) percent of Total Annual Family Income, an allowance for combined Handicapped Assistance expense and medical expense that is equal to the amount by which the sum of these expenses exceeds three (3) percent of Total Annual Income. Expenses used to compute the deduction cannot be compensated for nor covered by insurance.
- E. Deduction for a family that is not an elderly family but has a handicapped or disabled family member other than the head of household or spouse, Handicapped Assistance expense in excess of three (3) percent of the Total Annual Family Income, but this allowance may not exceed the employment received by family members who are eighteen (18) years of age or older as a result of the Assistance to the handicapped or Disabled person.

Administrative Fee - Fee paid by the Kansas Housing Resources Corporation to the IHA for administration of the TBRA Program.

Administrative Plan - Describes IHA policies for administration of the TBRA Program.

Admission - The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant based program. This is the point when the family becomes a program participant.

Adult - An adult is described as follows:

- a. 18 years of age or older
- b. Person under the age of 18 who is married
- c. A person that has been relieved of the disability of non-age by the juvenile court.

Annual Income - Anticipated total income from all sources received by the family head or spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of certain types of income specified in this policy. Annual income includes, but is not limited to, the following; (Ref24 CFR Part S):

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. Net income for the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used *in* a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in Paragraph "B" of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include

the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

- D. Total amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in Paragraph "N" of Income Exclusions).
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in Paragraph "C" of Income Exclusions).
- F. Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
  - a. Total amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities.
  - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage.
- G. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
- H. All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in Paragraph "G" of Income Exclusions).

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a predetermination at the end of the shorter period.

Applicant - A family that has applied for admission to the program but is not yet a participant in the program.

Child - Member of the family, other than the head or spouse, who is under 18 years of age.

Child Care Expenses - Amounts anticipated to be paid by the family for the care of children under twelve (12) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or further his/her education and only to the extent such amounts are not reimbursed. In the case of childcare necessary to permit employment, the amount deducted must reflect reasonable charges and shall not exceed the amount of income received from such employment. The IHA will not determine childcare expenses necessary when the household contains an additional unemployed adult who is physically capable of caring for the child. An example of an exception may be an unemployed adult that is not capable of caring for a child because of some type of disability and/or handicap. The head of household must document the disability/handicap that prevents the adult from providing childcare. Childcare expenses will not be deductible when a child is being cared for by a family member (parent, sibling, grandparent, aunt, uncle, etc.).

Child Custody - An applicant/participant may only claim a child as a dependent by the following:

- A. The applicant/participant must have primary custody of the child.
- B. The applicant/participant must provide sufficient evidence that the child would reside with the participant.

**Note** - more than one applicant cannot claim the same child.

Citizen - A citizen or national of the United States.

Common Space - In shared housing, space available for use by the assisted family and other occupants of the unit.

Congregate Housing - housing for elderly persons or person with disabilities that meets the HQS for congregate housing.

Continuously Assisted - An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the TBRA program.

Coupon - A document issued by the IHA to a family selected for the program. The coupon describes the program and the procedures for IHA approval of a unit selected by the family. The coupon also states the obligations of the family under the program. The Coupon term is for a 60-day period and is only valid within the jurisdiction of the IHA.

Coupon Holder - A family that has been issued a coupon.

Dependent - Member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. An unborn child shall not be considered a dependent.

Displaced Family- Person or family, displaced by governmental action, or whose dwelling has been extensively

damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Drug-Related Criminal Activity -

- A. Drug-trafficking, which is the illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, of a controlled substance (as defined in Section 102 of the controlled substance act (21 U.S.C. 802).
- B. Illegal use, or possession for personal use, of a controlled substance (as defined in Section 102 of the controlled substances act (21 U.S.C. 802).

Elderly Family - Family whose head or spouse or whose sole member is at least sixty-two (62) years of age, or disabled, or handicapped and may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to his or her care and wellbeing.

Elderly Person - Person who is at least sixty-two (62) years of age.

Evidence of Citizenship or Eligible Immigration Status - Document that must be submitted to evidence citizenship or eligible immigration status (Reference CFR 5.508(b)).

Fair Market Rent (FMR) - Rent, including the cost of utilities (except telephone or cable TV), that would be required to be paid in the housing market area to obtain privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMR for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the Federal Register in accordance with 24 CFR Part 888.

Familial Status - Single pregnant women and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as single person (Reference Federal Register published February 3, 1996, pages 5,662 and 5,663). In Section II Reinventing Parts 812 and 912 of the Federal Register states:

The April 10, 1992 proposed revisions to part 812 and 912, which concern section 5(b) of the Fair Housing Amendments Act of 1988 (FHAA) and the treatment of single pregnant women obtaining custody, are not included in this final rule. The statutory prohibition against housing discrimination towards such persons is sufficiently clear and enforceable. Since the percentage limit for occupancy by single persons (which could have been used to mask instances of discrimination against persons in these protected classes) has been eliminated, it is no longer necessary to distinguish persons in the FHAA protected classes from other single persons.

Therefore, a single pregnant woman and individual in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as single persons, and only entitled subsidy for a zero or one-bedroom family unit size.

Family - The term "family" as used in this policy means:

- A. Two or more persons related by blood, marriage, or by operation of law. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size), who live regularly together as a single household in the dwelling unit. By definition, a family must contain a competent adult of at least 18 years of age to enter into a contract and capable of functioning as the head of household.
- B. An elderly family
- C. A near-elderly family
- D. A disabled family
- E. A displaced family
- F. The remaining member of a participant family
- G. A single person who is not elderly or displaced person, or a person with disabilities; or the remaining member of a participant family.

**Note** - If an individual is under the age of 18 and qualifies under the definition of family by being married, the head of household and spouse must be party to the lease. There must be some concept of family living beyond the mere sharing or intention to share housing by two or more persons to constitute them as a family within the meaning of this policy. Some recognized and acceptable basis of family must exist as a condition of eligibility.

Family Share - Portion of rent and utilities paid by the family.

Family Unit Size - Appropriate number of bedrooms for a family. Family unit size is determined by the IHA under the IHA subsidy standards.

FMR Limit - Section 8 Existing Housing Fair Market Rents published by HUD. For the TBRA Program, the IHA may adopt a payment standard up to the FMR limit. The IHA may approve on a unit-by-unit basis, a rent standard that exceeds the

applicable FMR by up to 10 percent for 20 percent of total units assisted.

Foster Children - With the prior written consent of the IHA, a foster child may be added as a participant. The factors considered by the IHA in determining whether or not consent is granted may include:

- A. Whether the addition of a new occupant may require the issuance of a new coupon, and whether such documents are available.
- B. The landlord's obligation to allow reasonable accommodation for handicapped persons.

Full-Time Student - Member of the family (other than the head of household or spouse) who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with diploma, as well as an institution offering a college degree. The attended educational institution will supply verification.

Gross Rent - Sum of the Rent to Owner plus any utility allowance.

Group Home - Dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in)

Handicapped Assistance Expense - Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Handicapped Person and/or Disabled Person - Person having a physical or mental impairment which:

- A. Is expected to be of long-continued and indefinite duration.
- B. Substantially impedes his/her ability to live independently.
- C. Is of such a nature that such disability could be improved by more suitable housing conditions.

**Note:** All three conditions must be met to qualify as handicapped/disabled.

A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) or is handicapped as defined below:

- D. Section 223 of the Social Security Act defines disability as:
  - a. "Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.
  - b. In the case of any individual who has attained the age of fifty-five (55) and is blind (within the meaning of "blindness" as defined in Section 416(1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity which he has previously engaged with some regularity and over a substantial period of time."
  - c. Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as: "A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health and Human Resources) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual."

Hazardous Duty Pay - Pay to a family member in the Armed Forces away from home and exposed to hostile fire.

Head of Household - Adult member of the family who is the head of the household for purposes of determining income eligibility and rent. Also, the head of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.

Homeless Family - Any individual or family who:

- A. Lacks a fixed, regular, and adequate nighttime residence.
- B. Has a primary nighttime residence that is:
  - a. A supervised publicly or privately-operated shelter designed to provide temporary accommodations (including welfare hotels, congregate shelters, and transitional housing or housing for the mentally ill).
  - b. An institution that provides a temporary residence for individuals intended to be institutionalized.
  - c. A public or private place not designed for, or ordinarily used for a regular sleeping accommodation for human beings.

A homeless family does not include:

- A. Any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law.
- B. Any individual who is a Single Room Occupant that is not considered substandard housing as defined.
- C. A family doubled up with another family.

Housing Assistance Payment (HAP) - Monthly assistance payment by the IHA. The total assistance payment consists of:

- A. A payment to the Owner for rent under the family's lease.
- B. An additional payment to the family if the total assistance payment exceeds the Rent to Owner. In the TBRA Program, the additional payment is called a "utility reimbursement". The IHA may elect to pay the appropriate amount directly to the utility provider.

Housing Assistance Payment Contract - Written contract between the IHA and an Owner, in the form prescribed by HUD, in which the IHA agrees to make housing assistance payments to the Owner on behalf of an eligible family.

Housing Quality Standards (HQS) - HUD minimum quality standards for housing under the TBRA Program.

HUD- U.S. Department of Housing and Urban Development.

HUD Requirements - HUD requirements for HOME programs. HUD headquarters, as regulations, Federal Register notices, or other binding program directive, issues HUD requirements.

Income Exclusions - Annual income does not include such temporary, non-recurring or sporadic income as the following:

- A. Income from employment of children (including foster children) under the age of 18 years.
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in Paragraph "E" of Income Inclusions).
- D. Amounts received by the family that are specifically for or in reimbursement of, the cost of medical expenses for any family member.
- E. Income of a live-in aide (as defined in 24 CFR 5.403).
- F. The full amount of student financial assistance paid directly to the student or to the educational institution.
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- H. Amounts received under training programs funded by HUD.
- I. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self Sufficiency (PASS).
- J. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program.
- K. Amounts received under a resident service stipend (as defined in 24 CFR 5.609(c)(8)(iv)).
- L. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment-training program.
- M. Temporary, nonrecurring, or sporadic income (including gifts).
- N. Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.
- O. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
- P. Adoption assistance payments in excess of \$480 per adopted child.
- Q. For public housing only, the earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (43 U.S.C. 1437t) or any comparable federal, state or local law during the exclusion period.
- R. Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
- S. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- T. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at

home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.

- U. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply including:
1. The value of the allotment made under the Food Stamp Act of 1977.
  2. Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives senior companions).
  3. Payments received under the Alaskan Native Claims Settlement Act.
  4. Payments from the disposal of funds of the Grand River Band of Ottawa Indians.
  5. Payments from certain sub-marginal U.S. land held in trust for certain Indian tribes.
  6. Payments, rebates or credits received under Federal Low-Income Home Energy Assistance Programs (includes any winter differentials given to the elderly)
  7. Payments received under the Main Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 9z Stat. 1785).
  8. The first \$2,000 of per capita shares received from judgments awarded by the Indian Claims Commission or the Court of Claims or from funds the Secretary of Interior holds in trust for an Indian tribe.
  9. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs, or veteran's benefits.
  10. Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program).
  11. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381
  12. Earned income tax credit.
  13. The value of any childcare provided or reimbursed under the Child Care and Development Block Grant Act of 1990.
  14. Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for native Americans and migrant and seasonal farm workers, Job Corps, veteran employment programs, State job training programs and career intern programs).

Infant - Child under the age of two years.

Initial Contract Rent - The rent at the beginning of the initial lease term.

Initial Lease Term - Initial term of the assisted lease must be for at least one year.

Initial Payment Standard - The payment standard at the beginning of the HAP Contract term.

Initial Rent to Owner - Rent to Owner at the beginning of the initial lease term.

Interim Reexamination of Rent - Changes of rent between admission and reexaminations and the next succeeding reexamination.

INS - U.S. Immigration and Naturalization Service.

Jurisdiction- The area in which the IHA has authority under state and local law to administer the program.

Lease - A written agreement between an Owner and a Tenant for the leasing of a dwelling unit to the Tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the Owner and the IHA.

Live-in Aide - A person who resides with an elderly, disabled or handicapped person or persons and who:

- A. Is determined by the IHA to be essential to the care and well-being of the person(s).
- B. Is not obligated for support of the person(s).
- C. Would not be living in the unit except to provide supportive services. Income of a Live-in Aide that meets these requirements is not included as income to the tenant family.
- D. Live-in aide must be approved, in advance, by the IHA.

Low-Income Family - A family whose annual income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for small and larger families.

Manufactured Homes - A manufactured structure that is built on a permanent chassis that is designed for use as a principal place of residence and meets HQS.

Manufactured Home Space - In manufactured home space rental, a space leased by an Owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical Expenses - Those necessary medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance. Medical expenses in excess of three percent (3%) of annual income are deductible from income for elderly families only.

Military Service - The active military services of the United States which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the commissioned corps of the United States Public Health Service.

Minimum Rent - Assisted families should pay a monthly "minimum rent" of not more than \$0.00 per month. The IHA has the discretion to establish the "minimum rent" from \$0 to \$50. The minimum rent established by the IHA is \$0.00.

Minimum Rent Hardship Exemptions - The IHA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:

- A. The family has lost eligibility for, or is waiting for an eligibility determination for a federal, state, or local assistance program, including a family with a member who is an alien lawfully admitted for permanent residence under the immigration and naturalization act who would be entitled to public benefits but for Title IV of the *Personal Responsibility and Work Opportunity Reconciliation Act of 1996*.
- B. The family would be evicted as a result of the implementation of the minimum rent.
- C. The income of the family has decreased because of changed circumstances, including loss of employment.
- D. A death in the family has occurred that affects the family circumstances.
- E. Other circumstances which may be decided by the IHA on a case-by-case basis.

All of the above must be proven by the participant providing verifiable information in writing to the IHA prior to the rent becoming delinquent and before the lease is terminated by the IHA. If a participant requests a hardship exemption (prior to the rent being delinquent) under this section, and the IHA reasonably determines the hardship to be a temporary nature, exemption shall not be granted during the ninety-day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long-term basis, the IHA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety-day period. This paragraph does not prohibit the IHA from taking eviction action for other violations of the lease.

Minor - Person under eighteen (18) years of age provided that a married person under eighteen (18) years of age shall be considered to be of the age of majority (an unborn child may not be counted as a minor).

Mixed Family - Family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Monthly Adjusted Income - One-twelfth of Adjusted Annual Income.

Monthly Income - One-twelfth of annual income. For the purposes of determining priorities based on an applicant's rent as a percentage of family income, family income is the same as monthly income.

National - A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Net Family Assets - The net cash value after deducting reasonable costs that would be incurred in disposing of real property, checking and savings accounts, stocks, bonds, cash on hand, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust Any income distributed from the trust fund shall be counted when determining annual income). In determining net family assets, the IHA shall include the value of any business or family assets disposed of by an applicant or participant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of the disposition as part of a separation or divorce settlement, the disposition will not be considered to be

for less than fair market value if the applicant or participant receives important consideration not measurable in dollar terms.

Non-Citizen - A person who is neither a citizen nor national of the United States.

Owner - Any person or entity with the legal right to lease or sublease a unit to a tenant.

Participant - A family that has been admitted to the TBRA program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the IHA for the family.

Payment Standard - The maximum subsidy payment for a family (before deducting the family contribution). For the TBRA program, the IHA sets a payment standard in the range from 80 percent to 100 percent of the current FMR.

Preference - At the option of the IHA, a preference system can be used to select among applicant families.

Premises - The building or complex in which the dwelling unit is located, including common areas and grounds.

Private Space - In shared housing, the portion of the contract unit that is for the exclusive use of an assisted family.

Program - Tenant Based Rental Assistance Program.

Reasonable Rent - Rent to Owner that is not more than either:

- A. Rent charged for comparable units in the private unassisted market.
- B. Rent charged by the Owner for a comparable unassisted unit in the building or premises.

Recertification - Sometimes called reexamination. The process securing documentation that indicates that participants meet the eligibility requirement for continued participation.

Recertification Date - Date on which any rent change is effective. It would be effective if required as a result of the annual reexamination of eligibility and rent.

Remaining Member of a Tenant Family - Person(s) of legal age remaining in the subsidized unit after the person(s) who signed the coupon has (have) left the premises, other than by eviction, whom may or may not annually qualify for assistance on their circumstances. An individual must have received housing subsidy under the program to which he/she claim head of household status for one-year before becoming eligible for subsidy as a remaining family member. This person must complete forms necessary for assistance within ten (10) calendar days from the departure of the leaseholder and may remain in the unit for a reasonable time (not more than sixty (60) calendar days from the date individual requested head of household status) pending the verification and hearing process. This person must, upon satisfactory completion of the verification process, then execute all required subsidy documents and cure any monetary obligations in order to maintain assistance. Any person who claims him or herself as a remaining member shall, in the event the IHA declares him or her ineligible for remaining member status, be entitled to an informal hearing. The informal hearing process is described in Section XVI of this policy.

Rent to Owner - Total monthly rent payable to the Owner under the lease for the unit. Rent to Owner covers payment of any housing services, maintenance and utilities that the Owner is required to provide and pay for.

Separation (with Children) - Separation means the ending of cohabitation by mutual agreement. If an applicant is separated from a person and has children by that person or former spouse, applicant must provide at least one of the verifications listed below:

- A. Final divorce decree - applies to applicants who are divorced and not separated, and is the only documentation accepted from individuals that are divorced.
- B. Receiving court-ordered child support from former spouse.
- C. Verification that applicant is pursuing child support through the Department of Human Resources, Child Support Enforcement, or District Court Office.
- D. If applicant is receiving child support, then applicant can make arrangement to have the child support paid through the court system, either through the District Court, Department of Human Resources, or through a court trustee.
- E. Receiving TANF through the Department of Social and Rehabilitation Services for former spouses' children.
- F. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six months or more.
- G. Income tax statement from both husband and wife indicating both filed income taxes separately the last year and those they filed were filed from different addresses.
- H. Written statement from Lawyer that applicant has filed suit for divorce.
- I. A written statement from an abuse shelter, law enforcement agency, and/or social service agency that applicant needs housing due to domestic violence, dating violence or stalking.
- J. Food Stamp verification if no other documentation is available.

Separation (No Children) - If applicant is separated from a person and has no children by that person, applicant must provide at least one of the verifications listed below:

- A. A final divorce decree. Applies to individuals who are divorced and not separated and is the only documentation accepted for individuals that are divorced.
- B. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.
- C. Income tax statement from both husband and wife indicating that both filed income taxes separately the last year and those they filed were filed from different addresses.
- D. Written statement from Lawyer that applicant has filed suit for divorce.
- K. A written statement from an abuse shelter, law enforcement agencies, and social service agencies that applicant needs housing due to domestic violence, dating violence or stalking.
- E. Food Stamp verification if no other documentation is available.

**Note** - this section also applies to program participants.

Shared Housing - Unit occupied by two or more families. Unit consists of both common space for shared use by the occupants of the unit, and separate private space for each assisted family.

Single Person - A person who lives alone or intends to live alone and who does not qualify as an elderly family or a displaced person, or as the remaining member of a tenant family.

Single Room Occupant (SRO) - Unit which does not contain sanitary facilities or food preparation facilities, or which contains one but not both types of facilities and is suitable for occupancy by an eligible individual who is capable of independent living. SRO Housing is not substandard solely because it does not contain sanitary facilities or food preparation facilities, or both.

Special Admission - Admission of an applicant that is not on the IHA waiting list, or without considering the applicant's waiting list position.

Spouse - Legal husband or wife of the head of household, which includes common law marriage.

Subsidy Standards - Standards established by the IHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and composition.

TBRA Program - Tenant Based Rental Assistance Program.

Temporarily Absent Family Member - Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days is considered temporarily absent.

Tenant - Person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant-Based - Rental assistance that is not attached to the structure.

Tenant Rent - Actual amount due, calculated on a monthly basis under a lease or occupancy agreement between a family and the family's current landlord. The tenant payment is the amount the tenant pays toward rent and allowance for utilities.

Utilities - Utilities may include water, electricity (including air conditioning if applicable. See CFR 982.517), gas, and sewage services and trash and garbage collection, where applicable.

Utility Allowance - Utility allowance, if any, determined for the program for tenant-purchased utilities (except telephone and cable TV) that are normally included in rent.

Utility Reimbursement Payment (URP) - Amount, if any, by which the utility allowance for the unit, if applicable, exceeds the Total Tenant Payment or minimum rent for the family occupying the unit.

Very-Low Income Family - A family whose annual income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Violent Criminal Activity - Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Wage Earner - A person in a gainful activity that receives any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions, and unemployment compensation. The term "wage earner" and "worker" are used interchangeably.

Waiting List Admission - An admission from the IHA waiting list.

Welfare Assistance - Welfare or other payments to families or individuals based on need that are made under programs funded, separately or jointly, by federal, state, or local governments.

## **VI Applying for Assistance**

**Application Taking.** Any family wishing to apply for housing assistance may complete a pre-application at the following location: City Hall 811 W Laurel St, Independence, KS. Applications are taken to compile a waiting list. Due to the demand for housing in the IHA's jurisdiction, the IHA may take applications on an "open enrollment" basis, depending on the length of the waiting list. The Pre-Application will allow the IHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. An applicant will be placed on the waiting list according to local preferences and by the date and time the application was received in the IHA office. Applications may be made in person at the IHA during specified dates and business hours posted at the IHA's office. Individuals who have a physical impairment, which would prevent them from completing an application in person, may contact the IHA to make special arrangements to complete their application. If the applicant is visually impaired, all notices must be in a format understandable by the applicant.

Pre-Applications will contain the following information:

- Applicant Name
- Applicant Mailing Address and Phone Number
- Names of all members of the household
- Relationship of each member to the head of household
- Date of Birth and Sex of each member
- Social Security Number of each member
- Arrest History of all adult members of the household (18 years of age and older)
- Number of Children under the age of 18
- Race of Head of Household
- All sources of Income
- Residential History
- Preference Information

**Local Preferences.** The following are local preferences established by the IHA:

1. Elderly-Sixty-two (62) years of age or older.
2. Disabled - Person having a physical or mental impairment as defined in Section V. Has been declared disabled by a physician and/or is receiving disability benefits.
3. Homeless-Lacks a fixed, regular and adequate nighttime residence as defined in Section V.
4. Wage Earner-Person in a gainful activity that receives any wages. Wages cover all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions, and unemployment compensation.

**Verification of Preference.** If applicable, at the time of application, initial determinations of an applicant's entitlement to a preference may be made on the basis of an applicant's certification of their qualification for that preference. Before selection is made, this qualification must be verified.

**Income Limits.** Applicants must meet a certain income level for their family size in order to qualify for TBRA. TBRA is designed to assist very-low income families or families at or below 50% of the median income. Below are the Income Limits established by HUD for Montgomery County, Kansas:

County	Median Family Income		Income Level	1	2	3	4	5	6	7	8
Montgomery County, KS	\$45,173	Extremely Low	30%	12,950	14,800	16,650	18,450	19,950	21,450	22,900	24,400
		Very Low	50%	21,550	24,600	27,700	30,750	33,250	35,700	38,150	40,600
		Low	60%	25,860	29,520	33,240	36,900	39,900	42,840	45,780	48,720
		Low	80%	34,450	39,400	44,300	49,200	53,150	57,100	61,050	64,950

**Closing of Application Taking.** The IHA may suspend the taking of applications if the waiting list is such that applicants could not be able to be housed within the next twelve (12) months. When the IHA decides to suspend the taking of applications, the following procedures will be followed:

1. The IHA will make known to the public through publication in the newspaper of general circulation, minority media, service agencies, posting at IHA office and other suitable means, that the taking of applications will be suspended.
2. The notice will contain the final date and time that applications will be accepted and the location where applications can be completed.

**Opening of Application Taking.** When the IHA decides to start taking applications, the following procedures will be followed:

1. The IHA will make known to the public through publication in the newspaper of general circulation, minority media, service agencies, posting at the IHA office and other suitable means, the availability and nature of housing assistance.
2. The notice will contain the date and time applications will be accepted and the location where applications can be completed.

**Application Period.** The application-taking closing day may be determined administratively at the same time that the IHA determines to open enrollment; the open enrollment period shall be long enough to allow enough applicants as required by the projected turnover and the number of TBRA Coupons allocated.

## VII Application Process

**Selection and Participation Process.** The Fair Housing Act makes it illegal to discriminate on the basis of race, color, religion, sex, handicap, familial status, national origin, or ancestry. The IHA shall not deny any family the opportunity to apply for rental assistance.

**Organizing of the Waiting List.** The IHA waiting list must contain the following information on each applicant listed:

1. Applicant's name.
2. Family unit size (number of bedrooms for which family qualifies under IHA Occupancy guidelines).
3. Date and time of application.
4. Local preferences, if applicable.

**Order of Selection from the Waiting List.** When funding is available, the IHA will select the family at the top of the waiting list. The order of admission from the waiting list MAY NOT be based on family size or on the family unit size for which the family qualifies for under the IHA occupancy guidelines. If the IHA does not have sufficient funds to subsidize the family unit size of the family at the top of the waiting list, the IHA MAY NOT skip the top family to admit an applicant with a smaller family unit size. Instead, the family at the top of the waiting list will be admitted when sufficient funds are available.

**Maintaining the Waiting List.** The IHA will remove an applicant's name from the waiting list for the following:

1. Applicants who refuse the IHA's offer of TBRA.
2. Applicant who accepts an offer of assistance but does not use the assistance to lease a unit within the

maximum allowed number of days.

3. Accurately address mail that is returned to the IHA by the U.S. Post Office for lack of a forwarding address or insufficient address.

**Procedure for Removing an Applicant Name from the Waiting List.** The applicant will be notified by the IHA in writing that they have ten (10) calendar days from the date of the written correspondence to respond to the IHA's request. The correspondence will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. The IHA's system of removing applicant's names from the waiting list WILL NOT violate the rights of a disabled person(s). If an applicant's failure to respond to a request from the IHA for information or updates as caused by the applicant's disability, the IHA will provide reasonable accommodations and give the applicant an opportunity to respond. An example of a reasonable accommodation would be to allow an applicant to be reinstated on "the waiting list based on the original date and time of application if the applicant indicates that they did not respond due to a disability. If the disability is not apparent, the IHA may request the applicant to have a doctor submit a written statement indicating that the applicant did not respond due to their disability.

## VIII Formal Application

**Briefing.** A briefing will be conducted once the IHA has contacted a family from the waiting list. The purpose of the briefing is to allow the applicant to complete a formal application and go over the TBRA program in order to fully inform the applicant about the program.

**Briefing Attendance Requirements.** The Head of Household and all adult members are required to attend the briefing in order to complete all necessary paperwork in a timely manner. Failure to attend a scheduled briefing (without notice to the IHA) will result in the family's application being placed in the inactive file, and the family may be required to reapply for assistance. Applicants who provide prior notice of an inability to attend a briefing will be rescheduled for another briefing. Failure of an applicant, without good cause, to participate in a scheduled briefing shall result in the withdrawal of his/her application. The applicant will be notified of such withdrawal and determination of ineligibility and of his or her right to an informal review.

**Format of the Briefing.** When a family moves to the top of the waiting list, they are contacted and asked to contact the office and make an appointment to pick up the application packet. A full explanation of the following shall be provided to the applicant:

1. An Introduction to the TBRA Program - description of how the program is operated.
2. Reporting Requirements - describes changes in income and family composition that the applicant must report to the IHA.

The following items will require Head of Household and spouse or co-tenant signature:

1. TBRA Application form - form to gather all needed information to determine eligibility.
2. Citizenship Declaration - required for all household members to declare that they are in fact a citizen of the United States.
3. Release of Information - required to be signed by all adult household members that states under what conditions information can be released concerning applicants/participants
4. Authorization to Release Arrest/Conviction Record-required to be signed-by all adult household members to conduct a criminal background check.
5. Disposal of Assets Certification- applicant certification of whether or not they have recently disposed of any assets and the value of the disposed asset.
6. Applicant/Tenant Certification - applicant certification that all information they have provided to the IHA is correct to the best of their knowledge and knowingly providing false information to obtain housing could result in prosecution.
7. TBRA Application Interview Certification - certifying the family did in fact receive a packet and the information contained in the packet was explained to them.

**Verification.** An applicant may not become a participant until all documentation is provided and verified. The applicant will retain their position on the waiting list during this period. The applicant will be given reasonable time, subject to the circumstances, to furnish the documentation before losing their place on the waiting list. The time may be extended if such circumstances require an extension. The decision will be made by the IHA representative on a case-by-case basis and documented, in writing, and placed in the applicant's file.

The following items are required before eligibility can be determined:

1. Third party verification of all household income which includes but is not limited to:
  - a. Employment

- b. Social Security Benefits
- c. SRS Benefits
- d. Child Support
- e. Unemployment Compensation
- f. VA Benefits
- g. Retirement and Pension Benefits
2. Third party verification of all household expenses which includes but is not limited to:
  - a. Child Care Expenses
  - b. Medical Expenses
3. Third party verification of assets.
4. Birth Certificate for all family members.
5. Social Security card for all family members.
6. Criminal Background check for all family members who are 18 years of age or older.
7. Credit History for all family members who are 18 years of age or older.

Any other reasonable information needed to determine eligibility.

**U.S. Citizenship Verification and Appeals Procedures.** The IHA must follow the verification procedures (to be provided by HUD) and verify the person or persons declaration of U.S. citizenship through the INS SAVE system. Once the verification is completed and the verification from the INS SAVE system confirms the declaration of U.S. citizenship, and the applicant(s) meet all other conditions for occupancy as outlined in the Admissions and Continued Occupancy Policy (ACOP), Section IX Eligibility Criteria, or the Administrative Plan, the application will be processed for assistance.

If the INS SAVE system does not confirm U.S. citizenship, the IHA must request that a manual search be conducted of INS records. The IHA must request the secondary verification (manual search) by INS within ten calendar days of receipt of the initial failed verification. INS will issue a decision within 30 days of its receipt of the request for a secondary verification. If the secondary verification fails to confirm eligible immigration status, the IHA shall notify the family of the right to appeal to the INS. If INS is unable to issue a decision within 30 days, the INS will inform the family and the IHA of the reasons for the delay. When the IHA receives a copy of the INS decision (and the decision does not confirm the declaration of citizenship), the IHA will notify the family of its right to request an informal hearing. The informal hearing will be conducted in accordance with Section XVI.

Assistance to any applicant may not be delayed, denied or terminated if:

1. Primary and secondary verification of any immigrant documents that were timely submitted has not been completed.
2. Family member of who required evidence has been submitted has moved.
3. The family member who is determined not to be in an eligible immigration status following INS verification has moved.
4. The INS appeals process has not been concluded.
5. For a participant, the IHA hearing process has not been concluded.
6. Assistance is prorated
7. Assistance for a mixed family is continued.

Assistance to an applicant shall be denied and the participant's assistance shall be terminated upon the occurrence of any of the following.

1. Evidence of citizenship (i.e., declaration) is not timely submitted.
2. Evidence of citizenship and eligible immigration status is timely submitted but INS primary and secondary verification does not verify eligible immigration status.
3. The family does not pursue INS appeal or IHA informal hearing rights.
4. INS appeal and informal hearing rights are pursued but not final appeal or hearing decisions is decided against the family member.

Notice must be given to the family and shall advise:

1. That financial assistance or housing will be denied or terminated and provide a brief explanation of the reasons.
2. That they may be eligible for proration of assistance.
3. In the case of a participant, the criteria and procedures for obtaining relief for mixed families and other families.
4. Any future appeal rights have been exercised.

**Criminal Records Management Policy.** All adult applicants and participants shall complete an "Authorization for Release of Arrest/Conviction Record." The IHA shall request a check for criminal history for an applicant or participant from a third-party provider. For clarification, applicants and participants may be requested to furnish fingerprints for this purpose through the local law enforcement office to be sent to the FBI. NCIC information shall be furnished to the IHA pursuant to the

agreement between HUD and the U.S. Department of Justice regarding access to the NCIC data.

Before the IHA takes any adverse action based on a criminal conviction record, the IHA, or its Agents, must provide the applicant or tenant with a copy of the criminal record and an opportunity to dispute the accuracy or relevancy of the record. For applicants, the copy will be provided at a hearing. The hearing is afforded to each applicant that is denied admission and provides the applicant the opportunity to dispute any information used to deny an applicant housing assistance. For participants, the copy will be provided in accordance with the IHA's Informal Review or Hearing Process.

The IHA will keep all criminal records received confidential and not misuse or improperly disseminate the information. Criminal records of any adult applicant/participant, which are used as a basis of denying tenancy or eviction, are confidential and shall not be disclosed to any person or entity other than for official use or for use in court proceedings. The term "adult" means a person who is 18 years of age or older, or who has been convicted of a crime as an adult under federal, state, or tribal law. Said records shall be maintained in separate files and shall be kept in a locked, secure location. Access shall be limited to those employees approved by the Executive Director.

Records shall be destroyed once action is taken and any grievance procedures or court proceedings are completed. A notice of record destruction shall be maintained in a separate file.

## IX Eligibility Criteria

**Eligibility.** All individuals who are admitted to the TBRA program with the IHA must be individually determined eligible under the terms of this plan. In order to be determined eligible, an applicant must meet the following requirements:

1. Applicant must qualify as a family as defined in Section V.
2. Applicant family's annual income as defined in Section V must not exceed income limits established by HUD for the programs.
3. Head of Household must be:
  - a. 18 years of age or older, unless married.
  - b. A person that has been relieved of the disability of non-age by a juvenile court.

**Ineligible.** Applicants are not automatically determined eligible to receive rental assistance. An applicant will not be placed on a waiting list or offered assistance if the applicant's annual family income exceeds the income limits established by HUD and published in the Federal Register. The applicant will be declared ineligible.

**Informed of Ineligibility.** If the applicant has failed to meet any outstanding requirements for eligibility and is determined ineligible, he or she will be informed, and the reasons stated in writing. The applicant will be granted ten days from the date stated on the ineligible letter to request an informal hearing. The request for an informal hearing must be submitted in writing. However, the request must be received in the IHA within the time frame established by the IHA.

**Single Person.** Under Section 24 CFR 5 .405, the IHA is permitted to determine as eligible, a single person living alone or intending to live alone who do not meet any of the definitions of a family (Ref. CFR 5 .403). Single persons are only eligible for a one-bedroom coupon.

**Declaration of Citizenship.** Section 214 of the *Housing and Community Development Act of 1980* prohibits the IHA from making financial assistance available to a person other than a United States citizen, nationals, or categories of eligible non-citizens in HUD's assisted housing programs. This law is referred to as the "Non-citizens Rule" and is effective June 19, 1995.

**Adding a Person to the Program.** Once an applicant becomes a participant in the IHA's tenant-based program, the head of household must request permission to add another person to the program (except for birth, adoption, or court-awarded custody of a child). The person being added must meet all eligibility requirements before the IHA will approve any addition to the tenant-based program.

## X Issuance of TBRA Coupon

**Format of the Issued Coupon Briefing.** When a family initially receives a Coupon, a full explanation of the following shall be provided to assist the family in finding a suitable unit and to apprise the family of its responsibilities and the responsibilities of the Owner (this may be done either in group or individual sessions depending on the circumstances). The family will be given a packet which will contain the following information and be given adequate opportunity to ask questions and to discuss the information contained in the packet:

1. Fair Market Rent- limitations on the cost of housing for specified bedroom sizes.
2. Family Procedural Outline - outlines the total share the family will be responsible for paying towards rent.
3. Current List of Participating Owners - list of owners who have participated or who are willing to participate in the

TBRA Program and rent to families receiving assistance through the program.

4. Lead Based Paint and Pesticides Hazards Pamphlet - information regarding the hazards of lead-based paint and pesticides and how to prevent poisoning.
5. Informal Hearing Procedures - describes under what conditions an applicant/participant can request a hearing and explains the guidelines for informal hearings.
6. Kansas Residential Landlord and Tenant Act- outlines the rights of tenants and landlords.
7. A Good Place to Live Booklet - describes basic health and safety issues that a tenant should look for when selecting a rental unit.
8. Fair Housing Booklet - describes what to do and who to contact if an applicant/participant should ever be the victim of discrimination.

The following will require Head of Household and spouse or co-tenant signature:

1. Request for Unit Approval - should be completed by the Owner of a selected rental unit and signed by both the Owner and the applicant.
2. Lead Based Paint Notice Receipt - signed by the applicant certifying that they did in fact receive the Lead Based Paint and Pesticides Hazards Pamphlet.
3. TBRA Briefing Interview Certification - signed by the applicant certifying the family did in fact receive a packet and the information contained in the packet was explained to them.

Below is information that is required to be listed on the TBRA Coupon:

1. Issue date and expiration date - the Coupon is valid for a period of sixty days from the date of issuance.
2. Unit size - number of bedrooms an applicant qualifies for based on family size and composition.
3. Name of Head of Household -the Head of Household will be required to sign the coupon.

**Coupon Extensions.** A family may request an extension of the time expired. All requests for extensions should be received prior to the expiration date. Extensions are permissible at the discretion of the Executive Director and are determined on a case-by-case basis for the following reasons:

1. Extenuating circumstances such as hospitalization or a family emergency for an extended period of time that has affected the family's ability to find a unit within the initial 60-day time period. The IHA representative will verify the extenuating circumstances prior to granting an extension.
2. The family has evidence that they have made a consistent effort to locate a unit and request support services from the IHA throughout the initial 60-day period with regard to their inability to locate a unit.
3. The family has submitted a *Request for Unit Approval* to the IHA prior to the expiration of the 60-day time period, but the unit has not passed HQS.

An IHA representative may grant one or more extensions not to exceed a total of 60 days. The initial term plus any extensions MAY NOT exceed 120 calendar days from the beginning of the initial term. The IHA representative must grant an extension of up to 120 days for persons who are disabled.

**Approval of Lease and Execution of Related Documents.** When a family finds a unit and the Owner is willing to lease the unit under the program, the family may request the IHA to approve the lease and unit. Property Owners cannot participate in the program if they are disapproved by the IHA as outlined below.

A Lease will not be approved if the unit is owned by a family member of the family requesting rental assistance (parent, child, grandparent, grandchild, sister, brother etc.).

If the IHA determines that a unit which an eligible family wishes to lease meets HQS, and the proposed lease is approved, the IHA shall notify the Owner and the family of its determination of lease approval. After receiving notification from the IHA, the Owner and IHA representative shall schedule a meeting and execute and sign the Contract. After the Contract is executed, the Owner and Family shall execute and sign the Lease and provide a copy to the IHA.

## XI Where a Family can Lease a Unit with TBRA

**Assistance in the IHA 's Jurisdiction.** The family may only receive TBRA in a unit located anywhere in the jurisdiction of the IHA.

**Income Eligibility.** For admission to the program, a family must be income eligible in the area where the family initially leases a unit with assistance.

**Lease in Place.** If the dwelling unit is approvable, the family may select the dwelling unit occupied by the family before selection for participation in the program.

**Freedom of Choice.** When a family seeks eligible housing that meets all program requirements, the IHA may not directly

or indirectly reduce the family's opportunity to select among available units.

## XII Subsidy Standard

The following subsidy standards shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	4	6
4	6	8
5	8	10

Program participants shall be issued a coupon on the subsidy standard listed above. In determining family unit size for a family, the IHA may grant an exception to the above subsidy standard if the IHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members, or other personal circumstances.

The family unit size for any family consisting of a single person must be either a zero or one-bedroom unit, unless a live-in aide resides with the family. Any live-in aide must be approved by the IHA in advance and reside in the unit to care for a family member who is disabled or is at least 50 years of age. A live-in aide must be counted in determining the family unit size.

A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.

**Housing Assistance Limitations for Single Persons.** A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a participant family may not be provided housing assistance for which the family unit size exceeds the one-bedroom level (Ref. 982.208, Housing assistance limitation for single persons, published in the Federal Register on 2/13/96).

The rule does not prohibit a single person from residing in a larger unit (2 or more bedrooms) with the amount of subsidy for zero or one-bedroom family unit size. The limit is on the amount of subsidy paid not the size of the unit.

## XIII Missing Appointments for Applicant or Participant

**Missed Appointments without Notification.** An applicant or participant who fails to keep an appointment without notifying the IHA and without rescheduling the appointment shall be sent a notice of termination of the process or assistance for failure to supply such certification, release of information or documentation as the IHA determines to be necessary (or failure to allow the IHA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

1. Complete application
2. Bringing in verification information
3. Program briefing
4. Lease signature briefing
5. HQS inspections
6. Recertification
7. Interim adjustments
8. Other appointments or requirement to bring in documentation as listed in this plan
9. Scheduled counseling sessions.

**Process when Appointments are Missed.** For most of the actions above, the family may be given two appointments. If the family does not appear or call to reschedule the appointment(s) required, the IHA may begin the termination process. The applicant or participant will be given the opportunity for an informal review or hearing pursuant to Section XVI.

If the representative of the IHA makes a determination of the applicant or participant, the IHA will comply with the decision unless the IHA is not bound by a hearing decision concerning a matter for which the IHA is not required to provide an opportunity for a hearing pursuant to 24 CFR 982.554© and 982.555(b).

**Letters Mailed to Applicants by the IHA.** If an applicant claims they did not receive a letter mailed by the IHA that requested the applicant to provide information or attend an interview, the IHA will determine if the letter was returned to the IHA. If the letter was not returned to the IHA, the applicant will be assumed to have received the letter.

If the letter was returned to the IHA and the applicant can provide evidence that they were living at the address which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent. Applicants must notify the IHA, in writing, if their address changes during the application process.

#### **XIV Misrepresentation by the Applicant or Participant**

If the applicant or participant is found to have made willful misrepresentations at any time which resulted in the applicant or participant being classified as eligible when in fact they were ineligible, applicant will be declared ineligible and the participant will be terminated because of the act of fraud by the applicant/participant. If such misrepresentation resulted in the participant paying a lower rent than was appropriate, the participant shall be required to pay the difference between the actual payments and the amount that should have been paid. In justifiable instances, the IHA may take such other actions as it deems appropriate, including referring the participant to the proper authorities for possible criminal prosecutions or filing collections.

#### **XV Grounds for Denial or Termination of Assistance**

**Denied Admission.** The IHA may deny an applicant admission to participate in the program or with respect to a current participant, may refuse to issue another Coupon for a move to another unit, approve a lease, or execute a new Contract if the applicant or participant (Ref: 24 CFR 982.552):

1. Owes rent, other related amounts, or judgments to any housing authority or any other federally subsidized housing program, the applicant will be declared ineligible. At the IHA's discretion, the applicant may be declared eligible upon payment of the debt, with the date and time of application being the time of payment and satisfying other criteria.

**Note**-applicants that owe a Housing Authority, or any other federally subsidized program funds, will not be processed for receiving assistance. The applicant may pay the funds owed prior to the application being processed. Re-paying funds that are due does not necessarily qualify an applicant for housing, assistance. Such payments will be considered along with other factors in the application process. Any money owed to a housing authority that has been discharged by bankruptcy shall not be considered in making this determination.

2. As a previous participant in a federally assisted housing program, the applicant has not reimbursed the IHA or another housing authority for any amounts paid to an Owner under the housing assistance contract for rent or other amounts owed by the family under its lease, and for a vacated unit.
3. Has violated any family obligation listed on the coupon.
4. Engaged in drug-related criminal activity or violent criminal activity, including criminal activity by any family member (Ref: 24 CFR 982.553(a)(1)(2)).
5. Breaches a repayment agreement to the IHA and/or Owner.
6. Committed an act, which would constitute fraud in connection with, or has been evicted from any federally assisted housing program.
7. Did not provide information required within the time frame specified during the application process (the applicable dates are contained in the letter from the IHA to the applicant).
8. The IHA shall deny the admission of a family if the applicant, or any member of the applicant's family, does not sign and submit consent forms that are provided by the IHA for the purpose of verifying employment and income information.
9. The applicant family must have properly completed all application requirements, including verifications. Misrepresentations of income, family composition, or any other information affecting eligibility, will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the assistance will be terminated for such misrepresentation.

10. The applicant and all adults must sign a release allowing the IHA to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies. The applicant and all adults further agree to provide fingerprints as requested. If the IHA uses the information to deny or terminate assistance, the IHA must provide a copy of the information used upon proper request.
11. If the applicant is a former Public Housing or Section 8 participant who vacated the unit in violation of program requirements, the applicant may be declared ineligible.
12. If the IHA determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety or right for peaceful enjoyment of the premises by other residents. The IHA may waive this requirement if:
  - a. The person demonstrates to the IHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol.
  - b. Has successfully completed a supervised drug or alcohol rehabilitation program.
  - c. Has otherwise been rehabilitated successfully.
  - d. Is participating in a supervised drug or alcohol rehabilitation program.

**Notification of Denial.** If an applicant is denied admission, the IHA will notify the applicant, in writing, of its determination, and inform the applicant that they have an opportunity or an informal review on such determination. The denial letter will allow the applicant ten (10) calendar days to request, in writing, an informal review.

**Time Frames for Denial.** As a general rule, applicants may be denied admission for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:

1. Denied admission for one year for violation of certificate/voucher and illegal use or possession for personal use of a controlled substance or alcohol.
2. Denied admission for three years for the following persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction. The IHA can waive this requirement if the family demonstrates to the IHA's satisfaction, successful completion of a rehabilitation program approved by the IHA or the circumstances leading to the eviction no longer exist.
3. Denied admission for five (5) years for the following:
  - a. Fraud (giving false information on the application is considered fraud).
  - b. An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence, and/or probation period.
4. Denied admission for ten (10) years for a conviction of Drug Trafficking.
5. Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
6. Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly known as "speed") on the premises of the assisted housing, A premise is defined as the building or complex in which the dwelling unit is located, including co-on areas and grounds.

**Note-** for the purposes of this plan, if a member of the current family has committed acts of fraud, or has an arrest record, including a drug-related arrest, that reflects that the family member may be a danger to the health, safety or welfare of the community, then that person will not be allowed to be a participant in the program. The IHA shall prohibit assistance to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

## **XVI Applicant Denied Assistance and Provided Opportunity for Informal Review or Participant Assistance is Terminated and Provided Opportunity for Informal Hearing**

**Applicant Informal Review.** The IHA must give an applicant prompt notice of a decision denying assistance to the applicant. The notice must contain a brief statement of the reason(s) for the IHA's decision. The notice must also state that the applicant may request an informal review of the decision and must describe how to obtain the informal review. The request must be in writing and presented to the IHA within ten days of the notice of denial.

**Informal Review Process.** The IHA must give an applicant an opportunity for an informal review of the IHA decision denying assistance to the applicant. The review may be conducted by any person or persons designated by the IHA, other than a person who made or approved the decision under review, or a subordinate of this person. The applicant must be given an opportunity to present written or oral objections to the IHA decision. The IHA must notify the applicant of the final decision after the informal review. This notice must include a brief statement of the reasons for the formal decision.

**Informal Review Not Required.** An informal review is not required to be given by the IHA in the following circumstances:

1. Discretionary administrative determinations by the IHA.
2. General policy issues or class grievances.
3. A determination of the family unit size under the IHA's subsidy standard.
4. The IHA determination not to approve the suspension or extension of a coupon.
5. A determination not to grant approval to lease a unit under the program, or to approve a proposed lease.
6. Determination that a unit selected by the applicant is not in compliance with HQS.
7. A determination that the unit is not in accordance with HQS because of the family size and composition.

**Participant Informal Hearing.** The IHA must give an opportunity to the participant for an informal hearing to consider whether the IHA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and the IHA policy under the following circumstances:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
2. A determination of the appropriate utility allowance for tenant-paid utilities from the IHA utility allowance schedule.
3. A determination of the family unit size under the IHA subsidy standards.
4. A determination that the participant family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the IHA subsidy standards, or IHA determination to deny the family's request for an exception from the standards.
5. A determination to terminate assistance for a participant family because of the family's action or failure to act.
6. A determination to terminate assistance because the participant family has been absent from the assisted unit for more than fourteen days in the calendar year.

**Note**-in the cases described above, the IHA must give the participant opportunity for an informal hearing before the IHA terminates housing assistance payments for the family under an outstanding HAP Contract.

The IHA is not required to give an informal hearing for any of the following:

1. Discretionary administrative determinations by the IHA.
2. General policy issues or class grievances.
3. Establishment of the IHA's schedule of utility allowances for families in the program.
4. The IHA's determination not to approve a unit or lease.
5. The IHA's determination that an assisted unit is not in compliance with HQS. However, the IHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in the Coupon, or in other HUD rules and regulations or IHA policies.
6. The IHA's determination that a unit is not in accordance with HQS because of the family size.
7. The IHA's determination to exercise or not to exercise any right remedy against the Owner under the HAP Contract.

**Notice to the Family.** The IHA must notify the family that the family may ask for an explanation on the basis of the IHA's determination, and if the family does not agree with the determination, the family may request an informal hearing on the decision. The IHA must give the family prompt written notice that the family may request a hearing. This notice must contain a brief statement of the reasons for the decision, and state that if the family does not agree with the decision, the family may request an informal hearing on the decision. The family has ten days from the date of the notice to request, in writing, an informal hearing. The hearing will be scheduled by the IHA within ten (10) days from the date of the request.

**Hearing Procedures.** The IHA must give the participant an opportunity for an informal hearing of the IHA's decision terminating assistance to the participant. The hearing may be conducted by any person or persons designated by the IHA, other than the person who made or approved the decision under review or a subordinate of that person. The person who conducts the hearing may regulate the conduct of the hearing in accordance with the IHA hearing procedures. The IHA and the participant shall each have the right to review any and all relevant documents which may be used in the hearing. If these documents are not made available for review, they may not be used in the hearing. Any fees for copying or procuring the documents shall be at the expense of the requesting party. A lawyer or other representative at the hearing may represent the participant. Cost of representation shall be the responsibility of the participant. The participant must be given the opportunity to present written or oral objections to the IHA decision. The IHA and the family must be given the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial processing. The IHA must notify the applicant of the final decision after the informal review. This notice must include a brief statement of the reasons for the final decision. Factual determination relating to the individual circumstances of the family shall be based upon a preponderance of the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the family.

## **XVII Termination of Tenancy by Owner**

**Reasons for Termination.** The Owner shall not terminate the tenancy of the family except for:

1. Serious or repeated violations of the terms and conditions of the lease.
2. Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control, shall be cause for termination of tenancy. Criminal activity is defined as criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, or by persons residing in the immediate vicinity of the premises.
3. Violation of Federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises.
4. Other good cause, which may include, but not limited to: failure by the family to accept the offer of a new lease or revision, a family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or premises; the owner's desire to use the unit for personal or family use, or for a purpose other than a residential rental unit, or a business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to lease the unit at a higher rent). If the owner terminates the tenancy for a business or economic reason, the owner must provide the tenant with a 90-day notice.

**Eviction by Court Action.** The Owner may evict the family from the contract unit only by instituting a court action. The Owner must notify the IHA in writing, of the commencement of procedures for termination of tenancy at the same time that the Owner gives notice to the family under State Law.

**Termination During First Year.** During the first year of the lease term the owner may not terminate the tenancy for "other good cause", unless the owner is terminating the tenancy because of something the family did or failed to do. For example, during this period, the owner may not terminate the tenancy for "other good cause" based on- any of the following grounds: failure by the family to accept the offer of a new lease or revision, the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit, or a business or economic reason for termination of tenancy.

## **XVIII Termination of Housing Assistance Payment (HAP) Contract**

**When the Unit is Too Big or Too Small.** If the IHA determines that a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, the IHA must issue the family a new coupon, and the family and IHA must try to find an acceptable unit as soon as possible. If the family is residing in a dwelling unit with a larger number of bedrooms than appropriate for the family unit size under the IHA subsidy standard, and the gross rent for the unit (sum of the contract rent plus any utility allowance for the unit size leased) exceeds the FMR, the IHA must notify the family that exceptions to the subsidy standard may be granted and the circumstances in which the IHA may grant an exception. If an acceptable unit is available for rental by the family within the FMR/Exception rent limit, the IHA must terminate the HAP contract in accordance with its terms.

**Breach of Contract.** Termination of HAP contract for owner breach of contract. Breaches of the contract are outlined in the contract.

**Automatic Termination of HAP Contract.** The HAP Contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

## **XIX IHA Disapproval of Owner**

**Owner Debarred.** The IHA must not approve a unit if the IHA has been informed (by HUD or otherwise) that the Owner is debarred, suspended, or subject to a limited denial of participation. Also, when directed by HUD, the IHA must not approve a unit if:

1. The federal government has instituted an administrative or judicial action against the Owner for violation of the Fair Housing Act, or other federal equal opportunity requirements and the action is pending.
2. A court or administrative agency has determined that the Owner violated the Fair Housing Act, or other federal equal opportunity requirements.

**IHA Administrative Discretion.** The IHA will deny approval to lease a unit from an Owner for any of the following:

1. Owner has violated obligations under a HAP contract.
2. Owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
3. Owner has engaged in drug trafficking.

4. Owner has a history or practice of non-compliance with the HQS requirements, state or local housing codes.
5. Owner has not paid state or local real estate taxes, fines or assessments.

## **XX Owner Responsibility for Screening Tenants**

**Suitability for Tenancy.** The IHA must inform the Owner that the IHA has not screened the family's behavior or suitability for tenancy, and that such screening is the Owner's responsibility.

**Family's Background.** An owner may consider a family's background with respect to such factors as:

1. Payment of rent and utility bills.
2. Caring for a unit and premises.
3. Respecting the rights of others to the peaceful enjoyment of their housing.
4. Drug-related criminal activity or other criminal activity that is a threat to the life, safety, or property of others, and compliance with other essential conditions for tenancy.

**Information Provided Owner Concerning Tenancy.** The IHA must give the Owner the family's current address (as shown in the IHA records), and the name and address of the landlord at the family's current and prior addresses, if known to the IHA. The IHA will provide information to an Owner for all participants when the IHA possesses the following:

1. Tenancy history of family members
2. Drug-trafficking by family member

## **XXI Inspection of Private Owner's Property**

When the IHA receives a *Request for Unit Approval*, the IHA shall inspect the unit for compliance in accordance with Housing Quality Standards (HQS). The IHA inspector will inspect the unit for compliance with HQS and send the Owner the results of the inspection. If there are defects or deficiencies which must be corrected in order for the unit to comply with HQS, the Owner shall be advised by the IHA of the work required to be done before a HAP Contract can be executed. The unit will be re-inspected to ascertain that the necessary work has been performed, and the unit meets HQS for occupancy.

The IHA will maintain a copy of every inspection and re-inspection report for three years, with one exception. If the unit inspected requires testing for Lead Based Paint, and/or the unit requires treatment of chewable surfaces based on the testing. IHA shall keep the test results indefinitely, and, if applicable, the Owner certification of the treatment. The inspection reports will specify the defects or deficiencies that must be corrected in order for the unit to meet HQS. The inspection report will also reflect any other defect or deficiencies that do not cause the unit to fail in the event of a subsequent claim by the Owner that they were caused during the period of occupancy by the family.

## **XXII Inspection Standards**

Before a unit can be approved for Occupancy under the program, the unit must meet the performance requirements set forth in 24 CFR 982.401, Housing Quality Standards (HQS).

**HQS Inspection Areas.** The following areas are included in HQS inspections:

- Sanitary Facilities
- Food Preparation and Refuse Disposal
- Space and Security
- Thermal Environment
- Illumination and Electricity
- Structure and Material
- Interior Air Quality
- Water Supply
- Lead-Based Paint
- Access
- Site and Neighborhood
- Sanitary Condition
- Smoke Detector

**Note** - IHA's inspection only certifies that the unit meets federal regulations and the IHA is not responsible items not included in the HQS inspection. IHA will use the HUD approved inspection forms to perform HQS inspections.

### **Types of HQS Inspections**

1. Initial inspection - performed by the IHA staff after receiving the *Request for Unit Approval* from the applicant.
2. Annual inspections - performed by the IHA staff and required by HUD, completed for participants continuing to receive assistance and remaining in the same unit.
3. Re-inspection - performed by the IHA staff, completed for the purpose of verifying that deficiencies noted in the previous inspection have been corrected and meet HQS.
4. Special inspections - these types of inspections may be necessary when a federal or state official visits the IHA to perform a compliance review of the IHA and/or the Owner may request a special inspection be performed to document the condition of the unit.

### **XXIII Lead Based Paint Procedures**

Visual lead-based paint inspection of units built prior to 1978 must take place during the HQS inspection. Units exempt from this requirement include pre-1978 units where children under age 6 and pregnant women do not/will not reside. Also exempt are 0 bedroom units, SROs, and units exclusively for the elderly and disabled where children age 6 and under will not/do not occupy the unit.

**Treatment Methods and Requirements.** Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint. A defective paint surface shall be treated if the total area of defective paint on a component is:

1. More than 20 square feet on an exterior wall.
2. More than 2 square feet on an interior or exterior component with a large surface area excluding exterior walls and including but not limited to ceilings, floors, doors, and interior walls.
3. More than 10 percent of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards, and trim.

**Lead Based Paint Stabilization/Abatement.** Lead based paint stabilization/abatement procedures must take place at the expense of the owner within 30 days of notification to the owner. Owners must pay for stabilization and/or abatement procedures prior to move in and following move in if lead-based paint is identified during annual or periodic inspections. If the owner declines to provide stabilization or abatement, another unit must be selected by the family. The owner of the unit must meet the requirements of lead-based paint hazard reduction as defined in 24 CFR Part 3 5 Subpart M Sec35 .1225 (c), (d) and (e). If the owner does not complete hazard reduction, the dwelling unit is in violation of Housing Quality Standards.

If lead based paint is identified following move in and/or during an annual or periodic re-inspection, depending on the scope of the work to stabilize the paint, and if necessary, the owner is responsible for relocating the tenant to a comparable dwelling free of lead-based paint while the work is taking place.

**Quarterly Report.** At least quarterly, the IHA shall provide an updated report of pre-1978 addresses with children under age six and/or pregnant women to the local health department. At the same time, the IHA shall attempt to get the names and addresses of children under age six with an elevated blood level from the health department.

### **XXIV Determination of Participant Rent and Reexamination of Income and Family Circumstances**

Rent, as initially determined or at annual reexamination, will remain in effect for a period between regular reexamination of family income and composition, unless the following changes in family circumstances occur. Families will be required to report and provide certification of any changes in their income status within ten (10) calendar days of the occurrence of employment and/or any other type of income received. Families with zero income must recertify monthly.

1. Loss or addition of any family member through birth, death, divorce, removal, or other continuing circumstances, and the amount, if any, of family member's income.
2. Employment, unemployment, or changes in employment of a permanent nature of the family head, spouse, or other wage earners that is 18 years of age or older.
3. To correct errors made when determining eligibility, or at the re-examination.

If an error results in a retroactive rent payment due to the participant not providing correct information concerning annual income, the TBRA participant may request the IHA representative to approve a repayment schedule. The TBRA participant must make the request, in writing, to the IHA representative. The amount of the repayment will be the highest of \$10.00 per month or 10 percent of the family adjusted income. The IHA representative will provide the TBRA participant with a written response to their request and if approved, the written notification will include the amount of the monthly repayment, plus the due date of the first payment.

The final estimate of family income will be made by the IHA on the basis of verified information regarding income. There is no minimum income requirement, but the staff should use good interviewing skills to determine whether there is income that is not being reported.

Families may not be required to apply for public assistance, but it may be suggested to them. If the family reports zero income, the IHA will have the family sign a verification form to verify that no income is being received.

**Annual Recertification.** Once each year, or as required by the IHA, the IHA must reexamine the income and family composition of all families participating in the TBRA Program in accordance with 24 CFR 5.617. Verifications acceptable to the IHA shall be obtained and determination made. In the event of failure or refusal of the family to report the necessary information, the IHA may terminate the assistance. The IHA will notify the family of upcoming annual recertifications 120 days prior to the end of their first-year contract.

Records shall be maintained by the IHA to ensure that every participant's income and family composition has been reexamined within a twelve-month period.

Upon completion of re-examination and verification, the participant shall be notified, in writing, no later than 30 days prior to the effective date of the following:

1. Any change in rent and the date on which it becomes effective.
2. Any changes required because of a change in the composition of the family.

**Interim Redetermination of Rent.** Rent, as established at admission or annual reexamination, will remain in effect for the period between regular rent determinations, unless changes in family circumstances occur. The participant is required and agrees to report, in writing, the following specified changes in family income and composition within ten (10) calendar days of occurrence:

1. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal, or other continuing circumstance, and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the IHA in advance, and must qualify the same as an applicant or any prospective new participant.
2. Employment, unemployment, or changes in income for employment of a permanent nature of the family head, spouse, or other wage earner 18 years of age or older. Increases in income will not be considered unless the increase is \$100 or more a month.
3. The stating of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from pension, TANF, Black Lung, Railroad Retirement, private pension fund, disability compensation, Veteran's Administration, child support, alimony, regular contributions or gifts. Lump sum payments or retroactive payments of benefits from any of the above sources, which constitute the sum of monthly payments for a receding period paid in a lump sum, must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.
4. Cost of living increases in social security or public assistance grants need not be reported until next reexamination or redetermination of rent.
5. Errors of omission made at admission or reexamination shall be corrected by the IHA. Retroactive payment will be made to the participant if the error is in his or her favor.
6. A participant who has had a rent reduction/increase after initial occupancy, or after annual re-examination, must report all changes in income within ten (10) calendar days, regardless of the amount or source.

**Notice of Temporary Rent.** On occasions, the IHA is required to compute rent based on information that is supplied by the participant and third-party information that has not or will not be provided by the employer. When this situation occurs, the IHA will compute a temporary rent based on the information available. Once the information is verified, the participant will be notified in writing. If an underpayment was made based on the information provided, the participant will have fourteen (14) days from the date of the IHA notification to pay the amount specified. If the participant has made an overpayment, that amount will be credited to his/her account with the landlord. The head of household and spouse and an IHA representative signs the Notice of Temporary Rent and is filed appropriately with a copy provided to the participant.

**Effective Dates of Interim Redetermination of Rent.** Any decrease in rent resulting from any decrease in family income will be made effective the first of the month following the date the decrease in family income was reported and verified in writing. The participant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back rent due because of failure to report such increase in family income.

Any interim change in rent will require re-verification of all family income that has not been verified within ninety (90) calendar days of the previous rent determination. Participant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by HUD. Temporary employment/unemployment or increases and decreases in wages, "for any

reason," of less than 30 days, will not constitute a rent adjustment.

If it is found that a participant has misrepresented, or failed to report facts upon which rent is based so that the participant paying less than they should be paying, the increase in rent shall be made retroactive to the date the increase would have taken affect. The participant will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the participant may be subject to civil and criminal penalties. Misrepresentation is a serious program violation, which may result in termination.

**Special Reexamination.** Special reexaminations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:

1. If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special reexamination shall be scheduled for thirty (30), sixty (60), or ninety (90) days, depending on circumstances. The participant shall be notified in writing of the date of the special re-examination.
2. If the family income can be anticipated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special reexamination shall be prescribed, and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.
3. Rents determined at special reexaminations shall be made effective as noted above.

**Minimum Rent Hardship Exemptions.** The IHA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing that is unable to pay because of financial hardship, which shall include:

1. The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and naturalization act who would be entitled to public benefits but for Title IV of the **Personal Responsibility and Work Opportunity Reconciliation Act of 1996.**
2. The family would be evicted as a result of the implementation of the minimum rent (this exemption is only applicable for the initial implementation of the minimum rent or increase to the existing minimum rent).
3. The income of the family has decreased because of changed circumstances, including loss of employment.
4. A death in the family has occurred which affects the family circumstances.
5. Other circumstances which may be decided by the IHA on a case by case basis.

All of the above must be given by the resident providing verifiable information in writing to the IHA prior to the rent becoming delinquent, and before the lease is terminated by the IHA.

If a resident requests a hardship exemption (prior to the rent being delinquent) under this section, and the IHA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of long-term basis, the IHA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period. This paragraph does not prohibit the IHA from taking eviction action for other violations of the lease.

**Reduction of Welfare Benefits.** If the program participant requests an income re-examination, and the rent reduction is predicted on a reduction in participant income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the families have been reduced because of:

1. Non-compliance with economic self-sufficiency program.
2. Work activities requirements.
3. Fraud.

**Exception to Rent Reductions.** Families whose welfare assistance is reduced specifically because of fraud, or failure to participate in an economic self-sufficiency program, or comply with a work activities requirement, will not affect their tenant-based assistance.

## **XXV Absence from the Assisted Unit**

Absence means that no member of the family is residing in the unit. Families participating in the program may be absent for a period of fourteen calendar days without notifying the IHA. If the family anticipates being absent from the unit for more than fourteen consecutive calendar days, the head of household must notify the IHA prior to leaving the assisted unit. The written notice should be submitted to the office the month preceding the month in which the family will be absent from the unit. The notice should also be given to the landlord. Participants should notify the IHA when they are going on vacations, hospitalization, or other cause that will keep them from the unit for more than 14 consecutive calendar days. If the family

anticipates being absent from the unit for more than 180 days, the IHA will terminate the HAP Contract.

If an emergency situation exists, such as hospitalization, the head of household and/or a representative, must notify the IHA by telephone as soon as possible and request a determination via the telephone. Verbal request for determination may only be made in emergency situations. The IHA will respond verbally and follow-up in writing within 10 days of the verbal request.

## **XXVI Continued Assistance After Family Break-Up**

The IHA shall determine which family members will continue to receive assistance after a family break-up. The head of household, spouse, or any adult member of the household must notify the IHA that there has been a family break-up and continued assistance is being requested. The assisted family member making the request must submit the request in writing to the IHA and request a determination. The request must be made within 10 calendar days of the break-up.

The IHA will consider the following factors in making this determination:

1. Assisted Unit - whether the assistance should remain with family member remaining in the original assisted unit
2. Interest of Family Members - the interest of minor children or of ill, elderly, or disabled family members.
3. Physical violence - whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of household.

The IHA will issue a determination within 10 calendar days of receipt of the request for a determination. The person requesting the determination may request an Informal Hearing in accordance with the IHA established procedures if they disagree with the determination of the IHA.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the IHA is bound by the court's determination of which family member continue to receive assistance in the program.

## **XXVII Adjustment to Utility Allowances, Contract Rents, and Monthly Housing Assistance Payments**

**Utility Allowances.** At least annually, the IHA shall determine whether there has been a substantial change in utility rates or other charges of general applicability, and whether an adjustment is required to the Utility Allowance and Other Services by reason of such changes, or because of errors in the original determination. If the IHA determines that an adjustment should be done, the IHA shall establish a schedule of adjustments taking into account size and type of dwelling units and other pertinent factors and shall furnish HUD with a copy of the adjusted schedule. (Reference 24 CFR 882.214)

**Maintaining Utility Allowance Schedule.** The IHA must maintain a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection). The IHA must give HUD a copy of the utility allowance schedule. At HUD's request, the IHA also must provide any information or procedures used in preparation of the schedule. Utility allowances schedule must be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the IHA must use normal patterns of consumption for the community as a whole and current utility rates.

**What the IHA Utility Allowance Must Determine.** The IHA's utility allowance schedule and the utility allowance for an individual family must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards. However, the IHA may not provide allowance for non-essential utility costs, such as consists of cable or satellite television. In the utility allowance schedule, the IHA must classify utilities and other housing services according to the following general categories:

1. Space Heating
2. Air Conditioning
3. Cooking
4. Water Heating
5. Water, Sewer and Trash Collection
6. Other Electric
7. Refrigerator (tenant-supplied)
8. Range (tenant-supplied)
9. Other Specific Housing Services.

The IHA must provide utility allowance for tenant-paid air-conditioning costs if the majority of housing units in the market provide centrally air-conditioned units or there is appropriate wiring for tenant-installed air conditioners.

The cost of each utility and housing service category must be stated separately. For each of these categories, the utility allowance schedule must take into consideration unit size (by number of bedrooms), and unit type (apartment, row house, townhouse, single-family detached, and manufactured housing) that are typical in the community.

**Use of Utility Allowance Schedule.** The IHA must use the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the IHA subsidy standards). At reexamination, the IHA must correct the utility allowance schedule. On request from a family which includes a person with disabilities, the IHA must approve a utility allowance which is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation in accordance with 24 CFR Part 8.

**Contract Rents.** Contract rent may be adjusted by the IHA on an annual basis and for special adjustments as provided below:

1. Annual Adjustments - upon request from the Owner to the IHA, an annual adjustment may be made if the contract unit is decent, safe, and sanitary, and the Owner is otherwise in compliance with the terms of the Lease and the HAP Contract. Annual adjustments as of any anniversary date shall be determined by using the Section 8 Annual Adjustment Factor most recently published by HUD in the Federal Register. The contract rent may be adjusted upward or downward. However, in no case shall the adjusted rent be less than the contract rent on the effective date of the contract.
2. Special Adjustment - subject to HUD approval, to reflect increases in the actual and necessary expenses of owning and maintaining the unit which have resulted from substantial general increases in real property taxes, utility rates, or similar costs (i.e. assessments and utilities not covered by regulated rates), but only if and to the extent that the Owner clearly demonstrates that such general increases have caused increases in the Owner's operating costs which are not adequately compensated for by the annual adjustments provided for the Number 1 above of this section. The Owner shall submit financial information to the IHA which clearly supports the increase.

Overall limitations of Adjustments of 1 and 2 above - notwithstanding any other provisions of this part, adjustments as provided for in this section shall not result in material differences between the rents charged for assisted and comparable unassisted units.

**Housing Assistance Payments.** Monthly payments will be made to an Owner on behalf of a family participating in the program. Payments will be issued in accordance with the Housing Assistance Payments (HAP) Contract. The payments will be issued on a monthly basis and mailed directly to the participating Owner (due on the fifth day of each month for the current month). A copy of the payment will be kept and serve as a record of payment.

## **XXVIII Fair Market Rent (FMR), Payment Standard and Rent Reasonableness Limitation**

**Negotiating Rent to Owner and Rent Reasonableness.** The Owner and the family negotiate the Rent to Owner but at the family's request, the IHA must help the family negotiate the Rent to Owner. The IHA may not approve a lease until the IHA determines that the initial Rent to Owner is a reasonable rent. The IHA must redetermine the reasonable rent before any increase in the Rent to Owner and if there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary. The IHA may determine the reasonable rent at any other time.

At all times during the assisted tenancy, the Rent to Owner may not exceed the reasonable rent as most recently determined or redetermined by the IHA. The IHA must determine whether the Rent to Owner is a reasonable rent in comparison to rent for other comparable unassisted units. By accepting each monthly housing assistance payment from the IHA, the Owner certifies that the Rent to Owner is not more than rent charged by the Owner for comparable unassisted units in the premises. Owner must give the IHA information requested by the IHA on rents charged by the Owner for other units in the premises or elsewhere.

**Distribution of Housing Assistance Payments.** The IHA pays the Owner the lesser of the housing assistance payment or the Rent to Owner. If the housing assistance payment exceeds the Rent to Owner, the IHA may pay the balance of the housing assistance payment either to the family or directly to the utility supplier to pay the utility bill on behalf of the family.

**Family Share.** The family share is calculated by subtracting the amount of the housing assistance payment from the gross rent. The IHA may not use housing assistance payments or other program funds (including any administrative fee reserve) to pay any part of the family share. Payment of the family share is the responsibility of the family.

**Family Income and Composition (regular and interim examinations).** The IHA's responsibilities for re-examining family income and composition are specified in 24 CFR Part 5, subpart 7. The IHA must obtain and document in the

participant file, third party verification for the following factors, or must document in the participant file why third-party verification was not available:

1. Reported family annual income
2. Value of assets
3. Expenses related to deductions from annual income
4. Other factors that affect the determination of adjusted income

**When the IHA Conducts Interim Re-examinations.** At any time, the IHA may conduct an interim reexamination of family income and composition. At any time, the family may request an interim determination of family income or composition because of any changes since the last determination. The IHA must make the interim determination within a reasonable time after the family request. Interim examinations must be conducted in accordance with policies in the IHA administrative plan.

## **XXIX Rent Provisions**

**Rent Negotiation.** The Rent to Owner is a matter of negotiation between the Owner and the family. The rent must be within the guidelines of "rent reasonableness" and the rental amount must be certified by the IHA as falling within the guidelines of "rent reasonableness". If requested by the family, the IHA must assist the family in negotiating a reasonable rent with the owner (reference 24 CFR 982.309).

**Rent Increase.** The Rent to Owner may not be increased during the first year of the lease. The lease may provide that the Owner may increase the rent at any time after the first anniversary of the lease, but the Owner must give the tenant and the IHA a ninety-day written notice of any increase before it takes effect (24 CFR 982.309).

**IHA Disapproval of Lease.** The IHA may disapprove a lease for a rent that is not reasonable, based on rents charged for comparable rental units. The IHA may exercise authority in communities where the market is not functioning normally, or where some families are not able to negotiate reasonable rent on their own. For example, where there is a concentration of ownership by a small number of landlords, or where rents charged to voucher holders are greater than rents charged to certificate holders living in comparable units. The IHA must document each case in which it disapproves a lease because the rent is not reasonable (24 CFR 982.309).

## **XXX Security Deposit**

The Owner establishes the amount of the security deposit to be charged. The security deposit may not exceed two months contract rent for the unit. When the tenant moves out of the dwelling unit, the Owner, subject to state and local laws, may use the security deposit, including any interest on the deposit and in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit, or for other amounts the tenant owes under the lease. The Owner must give the tenant a written list of all charges against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant. The IHA is not responsible for any damages to the unit.

## **XXXI Violence Against Women Act (VAWA) Policy**

**Prohibition against denial of assistance to victims of domestic violence, dating violence, and stalking.** The Violence against Women Act of 2005 (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit IHA from denying admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking.

Definitions of key terms used in VAWA are provided below, where general VAWA requirements and policies pertaining to notification, documentation and confidentiality are also located.

### **Purpose and Applicability**

Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 and more generally to set forth IHA's policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined. This Policy shall be applicable to the

administration of TBRA by the IHA.

### **Definitions**

As used in this Policy:

- A. **Domestic Violence** – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”
- B. **Dating Violence** – means violence committed by a person—
  - a. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - b. where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - i. The length of the relationship.
    - ii. The type of relationship.
    - iii. The frequency of interaction between the persons involved in the relationship.
- C. **Stalking** – means –
  - a. (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
  - b. in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
    - i. that person;
    - ii. a member of the immediate family of that person; or
    - iii. the spouse or intimate partner of that person;
- D. **Immediate Family Member** - means, with respect to a person –
  - a. a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis;
  - b. or any other person living in the household of that person and related to that person by blood or marriage.
- E. **Perpetrator** – means person who commits an act of domestic violence, dating violence or stalking against a victim.

### **Notification**

#### **IHA Policy:**

- A. IHA acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to an apartment, a prior arrest record) that would warrant denial under the IHA’s policies. Therefore, if IHA makes a determination to deny assistance to an applicant family, the IHA will include in its notice of denial information about the protection against denial provided by VAWA in accordance with section XV and XVI of the TBRA Administrative Plan and will request that an applicant wishing to claim this protection notify the IHA within 10 business days.
- B. If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, IHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact IHA to dispute the information within that 10-day period, IHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process.

### **Termination of Tenancy or Assistance**

**VAWA Protections.** A tenant may not be denied assistance rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant.

#### **Limitations of VAWA Protections.**

- A. Nothing in the above section limits the authority of the IHA to comply with a court order with respect to the

rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking, or the distribution or possession of property among members of a household.

- B. Nothing in the above section limits any available authority of the IHA to terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking. However, the IHA will not hold to a more demanding standard, a tenant or an affiliated individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.
- C. Nothing in the above section limits the authority of the IHA to evict or terminate from assistance any tenant or lawful applicant if:
  - a. The IHA can demonstrate an actual and imminent threat to IHA staff administering an IHA program; and
  - b. No other actions that could be taken to reduce the threat have been successful, including previously transferring the victim's assistance to a new property.

The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking. An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be considered as a or good cause for terminating the assistance.

### **Verification of Domestic Violence, Dating Violence or Stalking**

**Requirement for Verification.** For those seeking protection under this Policy, the law allows, but does not require, IHA to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., IHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by IHA. If there is reason to believe that verification is incomplete or inaccurate, the IHA may require additional documentation of the incident(s). Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking can be accomplished in one of the following three ways:

1. **HUD-approved form** - by providing to IHA a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD) and available from IHA, that the individual is a victim of domestic violence, dating violence or stalking; that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator. If there is reason to believe that the certification is incomplete or inaccurate, the IHA may require additional documentation of the incident(s). Such documentation requirement shall not place the victim in danger. As necessary, the IHA shall work with the victim to identify appropriate sources of documentation.
2. **Other documentation** - by providing to IHA documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. A form is available from IHA. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
3. **Police or court record** – by providing to IHA a Federal, State, tribal, territorial or local police or court record describing the incident or incidents in question.

**Time allowed to provide verification/failure to provide.** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by IHA to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. Time for response will be extended upon a showing of good cause.

**Waiver of verification requirement.** The Executive Director of the IHA may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

**Perpetrator Documentation.** If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the unit for which assistance is being paid. Documentation that the perpetrator has successfully completed, or is successfully undergoing, licensed or certified and supervised rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

### **Confidentiality**

*Right to confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to IHA or to a TBRA landlord in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall not be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required in connection with termination of TBRA, as permitted in VAWA, or
3. otherwise required by applicable law.

### **Portability of assistance**

*Portability.* A TBRA recipient or IHA tenant will not be denied portability to a unit in another location (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the TBRA program or IHA transfer policy and has moved from the unit in order to protect the health or safety of an individual member of the household who is or has been the victim of domestic violence, dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit. Additionally, a TBRA recipient or IHA tenant will not be denied portability to a unit in another location (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the TBRA program or IHA lease and has been evicted by the landlord because of domestic violence.

### **Court orders**

It is IHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by IHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

### **Relationship with Other Applicable Laws**

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

### **Amendment**

This policy may be amended from time to time by IHA as approved by its Executive Director following a 30-day written notice to interested parties.

## **XXXII Kansas Housing Resources Corporation Review of Contract Compliance**

The Kansas Housing Resources Corporation will review program operations at such intervals as it deems necessary to ensure that the owner and the IHA are in full compliance with the tenant and conditions of the grant. Equal opportunity reviews may be conducted with the scheduled HUD review, or at any time deemed appropriately by HUD.

## **XXXIII Closing Files and Purging Inactive Files**

The IHA will purge inactive files after they have been closed for a period of three years, with the exception of troubled cases, or cases involving a household containing a minor with a reported elevated blood-lead level.

During the term of each assisted lease and for three years thereafter, the IHA will retain the lease, HAP Contract, and the original application from the family. In addition, the IHA must retain, for at least three years, the following records:

- Records with racial, ethnic, gender, and disability status data for applicants and participants.

- Applications from each ineligible family and the notice advising the applicant was ineligible.
- Kansas Housing Resources Corporation required reports and files.
- Lead-based paint inspection reports, as required."
- Unit inspection reports.
- Accounts and other reports supporting the IHA, and financial statements.
- Other records which HUD may specify.

The IHA shall retain all data for current applicants for audit purposes. No information shall be removed which may affect an accurate audit.

## **Table of Contents**

<b>I. Introduction</b>	1
Purpose	1
Purpose of Plan	1
Primary Responsibilities of the IHA	1
Outreach	1
<b>II. Fair Housing Policy and Equal Opportunity Housing Plan</b>	1
Fair Housing Policy	1
Equal Opportunity Housing Plan	2
Equal Opportunity Posting Requirements	2
<b>III. Privacy Rights</b>	2
<b>IV. Independence Housing Authority Staff</b>	2
Executive Director	2
Occupancy Specialist/Secretary	2
<b>V. Definition of Terms</b>	2
Adjusted Income	2
Administrative Fee	3
Administrative Plan	3
Admission	3
Adult	3
Annual Income	3
Applicant	4
Child	4
Child Care Expenses	4
Child Custody	4
Citizen	4
Common Space	4
Congregate Housing	4
Continuously Assisted	4
Coupon	4
Coupon Holder	4
Dependent	4
Displaced Family	4

Drug-Related Criminal Activity	5
Elderly Family	5
Elderly Person	5
Evidence of Citizenship or Eligible Immigration Status	5
Fair Market Rent	5
Familial Status	5
Family	5
Family Share	5
Family Unit Size	5
FMR Limit	5
Foster Children	6
Full-Time Student	6
Gross Rent-Sum	6
Group Home	6
Handicapped Assistance Expense	6
Handicapped Person and/or Disabled Person	6
Hazardous Duty Pay	6
Head of Household	6
Homeless Family	6
Housing Assistance Payment (HAP)	7
Housing Assistance Payment Contract	7
Housing Quality Standards (HQS)	7
HUD	7
HUD Requirements	7
Income Exclusions	7
Infant	8
Initial Contract Rent	8
Initial Lease Term	8
Initial Payment Standard	8
Initial Rent to Owner	8
Interim Reexamination of Rent	8
INS	8
Jurisdiction	8
Lease	8
Live-in Aide	8
Low-Income Family	8
Manufactured Homes	9
Manufactured Home Space	9
Medical Expenses	9
Military Service	9
Minimum Rent	9
Minimum Rent Hardship Exemptions	9
Minor	9
Mixed Family	9
Monthly Adjusted Income	9
Monthly Income	9
National	9
Net Family Assets	9

Non-Citizen	10
Owner	10
Participant	10
Payment Standard	10
Preference	10
Premises	10
Private Space	10
Program	10
Reasonable Rent	10
Recertification	10
Recertification Date	10
Remaining Member of a Tenant Family	10
Rent to Owner	10
Separation (with Children)	10
Separation (no Children)	11
Shared Housing	11
Single Person	11
Single Room Occupant	11
Special Admission	11
Spouse	11
Subsidy Standards	11
TBRA Program	11
Temporarily Absent Family Member	11
Tenant	11
Tenant-Based	11
Tenant Rent	11
Utilities	11
Utility Allowance	11
Utility Reimbursement Payment	11
Very-Low Income Family	11
Violent Criminal Activity	11
Wage Earner	11
Waiting List Admission	11
Welfare Assistance	12

<b>VI. Applying For Assistance</b>	12
Application Taking	12
Local Preferences	12
Verification of Preference	12
Income Limits	12
Closing of Application Taking	13
Opening of Application Taking	13
Application Period	13

<b>VII. Application Process</b>	13
Selection and Participation Process	13
Organizing of the Waiting List	13
Order Selection from the Waiting List	13

Maintaining the Waiting List	13
Procedure for Removing an Applicant Name from the Waiting List	13
<b>VIII. Formal Application</b>	<b>14</b>
Briefing	14
Briefing Attendance Requirements	14
Format of the Briefing	14
Verification	14
U.S. Citizenship and Appeals Procedures	15
Criminal Records Management Policy	15
<b>IX. Eligibility Criteria</b>	<b>16</b>
Eligibility	16
Ineligible	16
Informed of Ineligibility	16
Single Person	16
Declaration of Citizenship	16
Adding a Person to the Program	16
<b>X. Issuance of TBRA Coupon</b>	<b>16</b>
Format of the Issued Coupon Briefing	16
Coupon Extensions	17
Approval of Lease and Execution of Related Documents	17
<b>XI. Where a Family can Lease a Unit with TBRA</b>	<b>17</b>
Assistance in the IHA's Jurisdiction	17
Income Eligibility	17
Leases in Place	17
Freedom of Choice	17
<b>XII. Subsidy Standard</b>	<b>17</b>
Housing Assistance Limitations for Single Persons	18
<b>XIII. Missing Appointments for Applicant or Participant</b>	<b>18</b>
Missed Appointments without Notification	18
Process when Appointments are Missed	18
Letters Mailed to Applicants by the IHA	19
<b>XIV. Misrepresentation by the Applicant or Participant</b>	<b>19</b>
<b>XV. Grounds for Denial or Termination of Assistance</b>	<b>19</b>
Denied Admission	19
Notification of Denial	20
Time Frames for Denial	20
<b>XVI. Applicant Denied Assistance and Provided Opportunity for Informal Review or Participant Assistance is Terminated and Provided Opportunity for Informal Hearing</b>	<b>20</b>
Applicant Informal Review	20
Informal Review Process	20
Informal Review Not Required	20
	36

Participant Informal Hearing	21
Notice to the Family	21
Hearing Procedures	21
<b>XVII. Termination of Tenancy by Owner</b>	<b>21</b>
Reasons for Termination	21
Eviction by Court Action	22
Termination During First Year	22
<b>XVIII. Termination of Housing Assistance Payment (HAP) Contract</b>	<b>22</b>
When the Unit is Too Big or Too Small	22
Breach of Contract	22
Automatic Termination of HAP Contract	22
<b>XIX. IHA Disapproval of Owner</b>	<b>22</b>
Owner Debarred	22
IHA Administrative Discretion	22
<b>XX. Owner Responsibility for Screening Tenants</b>	<b>23</b>
Suitability of Tenancy	23
Family's Background	23
Information Provided Owner Concerning Tenancy	23
<b>XXI. Inspection of Private Owner's Property</b>	<b>23</b>
<b>XXII. Inspection Standards</b>	<b>23</b>
HQS Inspection Areas	23
Types of HQS Inspections	24
<b>XXIII. Lead Based Paint Procedures</b>	<b>24</b>
Treatment Methods and Requirements	24
Lead Based Paint Stabilization/Abatement	24
Quarterly Report	24
<b>XXIV. Determination of Participant Rent and Reexamination of Income and Family Circumstances</b>	<b>24</b>
Annual Recertification	25
Interim Redetermination of Rent	25
Notice of Temporary Rent	25
Effective Dates of Interim Redetermination of Rent	25
Special Reexamination	26
Minimum Rent Hardship Exemptions	26
Reduction of Welfare Benefits	26
Exception to Rent Reductions	26
<b>XXV. Absence from the Assisted Unit</b>	<b>266</b>
<b>XXVI. Continued Assistance After Family Break-Up</b>	<b>277</b>

<b>XXVII. Adjustment to Utility Allowances, Contract Rents, and Monthly Housing Assistance Payments</b>	<b>27</b>
Utility Allowances	27
Maintaining Utility Allowance Schedule	27
What the IHA Utility Allowance Must Determine	27
Use of Utility Allowance Schedule	28
Contract Rents	28
Housing Assistance Payments	28
<b>XXVIII. Fair Market Rent (FMR), Payment Standard and Rent Reasonableness Limitation</b>	<b>28</b>
Negotiating Rent to Owner and Rent Reasonableness	28
Distribution of Housing Assistance Payments	28
Family Share	28
Family Income and Composition (Regular and Interim Examinations)	28
When the IHA Conducts Interim Reexaminations	29
<b>XXIX. Rent Provisions</b>	<b>29</b>
Rent Negotiation	29
Rent Increase	29
IHA Disapproval of Lease	29
<b>XXX. Security Deposit</b>	<b>29</b>
<b>XXXI. Violence Against Women Act (VAWA) Policy</b>	<b>29</b>
Prohibition against denial of assistance to victims of domestic violence, dating violence and stalking	29
Purpose and Applicability	29
Definitions	30
Domestic Violence	30
Dating Violence	30
Stalking	30
Immediate Family Member	30
Perpetrator	30
Notification	30
Termination of Tenancy or Assistance	30
VAWA Protections	30
Limitations to VAWA Protections	30
Verification of Domestic Violence, Dating Violence or Stalking	31
Requirement for Verification	31
Time Allowed to Provide Verification/Failure to Provide	31
Waiver of Verification Requirement	31
Perpetrator Documentation	31
Confidentiality	32
Portability of Assistance	32
Portability	32
Court Orders	32
Relationship with Other Applicable Laws	32
Amendment	32
<b>XXXII. Kansas Housing Resources Corporation Review of Contract Compliance</b>	<b>32</b>
	<b>38</b>

**XXXIII. Closing Files and Purging Inactive Files**

**Table of Contents**



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**June 25, 2020**

**Department** Housing Authority      **Director Approval** April Nutt

**AGENDA ITEM** Consider authorizing blocking Myrtle Street from Pennsylvania Avenue to 8th Street on July 25, 2020 from 8 AM to 2 PM for the Auto-Rama Car Show as part of the City of Independence 150th Anniversary (Sesquicentennial) celebration and the Professional Building’s 100<sup>th</sup> Anniversary (Centennial) celebration.

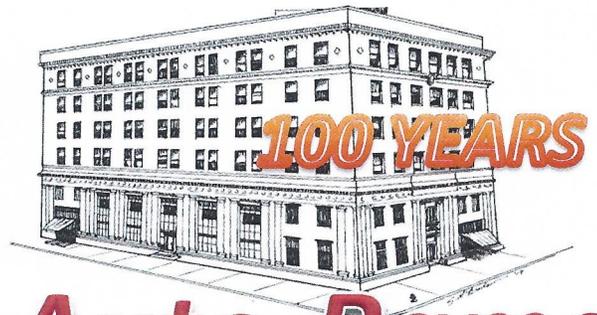
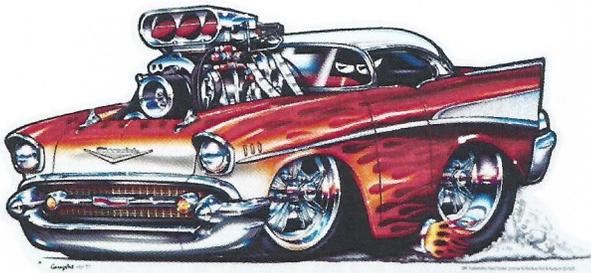
**SUMMARY RECOMMENDATION** Staff recommends the City Commission approve the closure of Myrtle Street from Pennsylvania Avenue to 8<sup>th</sup> Street.

**BACKGROUND** The Independence 150<sup>th</sup> Anniversary Committee is requesting permission to close Myrtle Street from Pennsylvania Avenue to 8<sup>th</sup> Street for the purpose of hosting the Auto-Rama Car Show. This is in support of celebrating the City of Independence’s 150<sup>th</sup> Anniversary and the Professional Buildings 100<sup>th</sup> Anniversary. The Committee requests the closure for July 25, 2020 from 8:00a.m. to 2:00 p.m.

**BUDGET IMPACT** There is no anticipated budget impact.

**SUGGESTED MOTION** I move to approve the closure of Myrtle Street from Pennsylvania Avenue to 8<sup>th</sup> Street on July 25, 2020 from 8:00 a.m. to 2:00 p.m. for the Auto-Rama Car Show.

**SUPPORTING DOCUMENTS** Flyer for the Auto-Rama Car Show



***Announcing the Auto-Rama***  
**Car show in support of**  
**the 100<sup>th</sup> Anniversary of**  
**the Professional Building**

*Limited entries available!*

*All entries must pre-register.*

**Only one category – *Best of Show!!***

**Saturday July 25, 2020**

**10:00 a.m. – 1:00 p.m.**

**To Enter Call: 620-330-2238**

***Entry Fee: \$10.00***

**150**  
CITY OF  
**INDEPENDENCE**  
1870 – 2020



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**June 25, 2020**

**Department** Administration/Police

**Director Approval** Kelly Passauer/Jerry Harrison

**AGENDA ITEM** Consider authorizing the following regarding the SHIFT S3CTOR events:

1. Amending the agreement to change the date for the Kansas Airstrip Attack at the Airport to July 18 – 19, 2020
2. Authorize a Car Show downtown on July 18, 2020.

**SUMMARY RECOMMENDATION** Approve the requests.

**BACKGROUND** SHIFT S3CTOR is a racing organization that governs ½ mile racing events on air strips. They will be hosting the Kansas Airstrip Attack on July 18<sup>th</sup> & 19<sup>th</sup>, 2020 at the Independence Municipal Airport. Due to the COVID-19 Pandemic this event was rescheduled for July 18-19, 2020. The City Attorney has prepared an addendum to the agreement authorizing this date change.

As part of this event, Lisa Wilson with the Chamber of Commerce has requested that an area downtown be blocked off for the SHIFT S3CTOR car show to be held the same weekend as the AIRSTRIP ATTACK. SHIFT S3CTOR is inviting their competitors to participate in a car show in downtown Independence on Saturday night. They are coordinating with local food and beverage vendors for this event. Lisa is requesting to block Pennsylvania Avenue from Main to Maple. The time frame of the street blockage is from 4 pm until 10 pm on July 18<sup>th</sup>, 2020.

**BUDGET IMPACT** A license fee of \$4,000 is required to be paid to the City prior to the event at the Independence Municipal Airport.

**SUGGESTED MOTION** I move to authorize Lisa Wilson, Independence Chamber of Commerce, to block Pennsylvania Avenue from Main to Maple for the purpose of hosting SHIFT S3CTOR'S car show from 4 pm until 10 pm on July 18<sup>th</sup>, 2020.

**SUPPORTING DOCUMENTS**

1. Addendum
2. Drawing
3. Car Show Flyer

## ADDENDUM TO AIRPORT USE AGREEMENT

*This Addendum* is entered into by and between the **City of Independence, Kansas**, hereafter CITY, and **Revolution Shift-S3ctor, LLC**, a Colorado limited liability company, hereafter REVOLUTION.

*Whereas*, the parties previously entered into an Airport Use Agreement on or about October 17, 2019, concerning an automotive exhibition and racing event to have been held April 18-19, 2020, at the Independence Municipal Airport.

*And Whereas*, due to a force majeure as referred to in Section 11 of the Airport Use Agreement, the COVID-19 pandemic precluded the scheduled event from occurring.

*And Whereas*, the purpose of this Addendum is to specify the newly reschedule date of the event.

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

1. **Previous Agreement.** The Airport Use Agreement previously entered into between the parties shall remain the same, and all terms and conditions set forth therein shall apply, except as specified herein.
2. **Event Date.** In Section 4 of the Airport Use Agreement, the date for the automotive exhibition and racing event shall now be July 18-19, 2020.
3. **License Fee.** The due date of the \$4,000.00 license fee referred to in Section 7 of the Airport Use Agreement is changed to July 1, 2020, or such other time as mutually agreed between the parties.
4. **Liability Insurance.** The date by which proof of insurance, required in Section 14 of the Airport Use Agreement, is to be provided to CITY is changed to July 1, 2020.

*In Witness Whereof*, the parties have executed this agreement by their duly authorized representative on the dates specified below.

**CITY OF INDEPENDENCE, KANSAS**

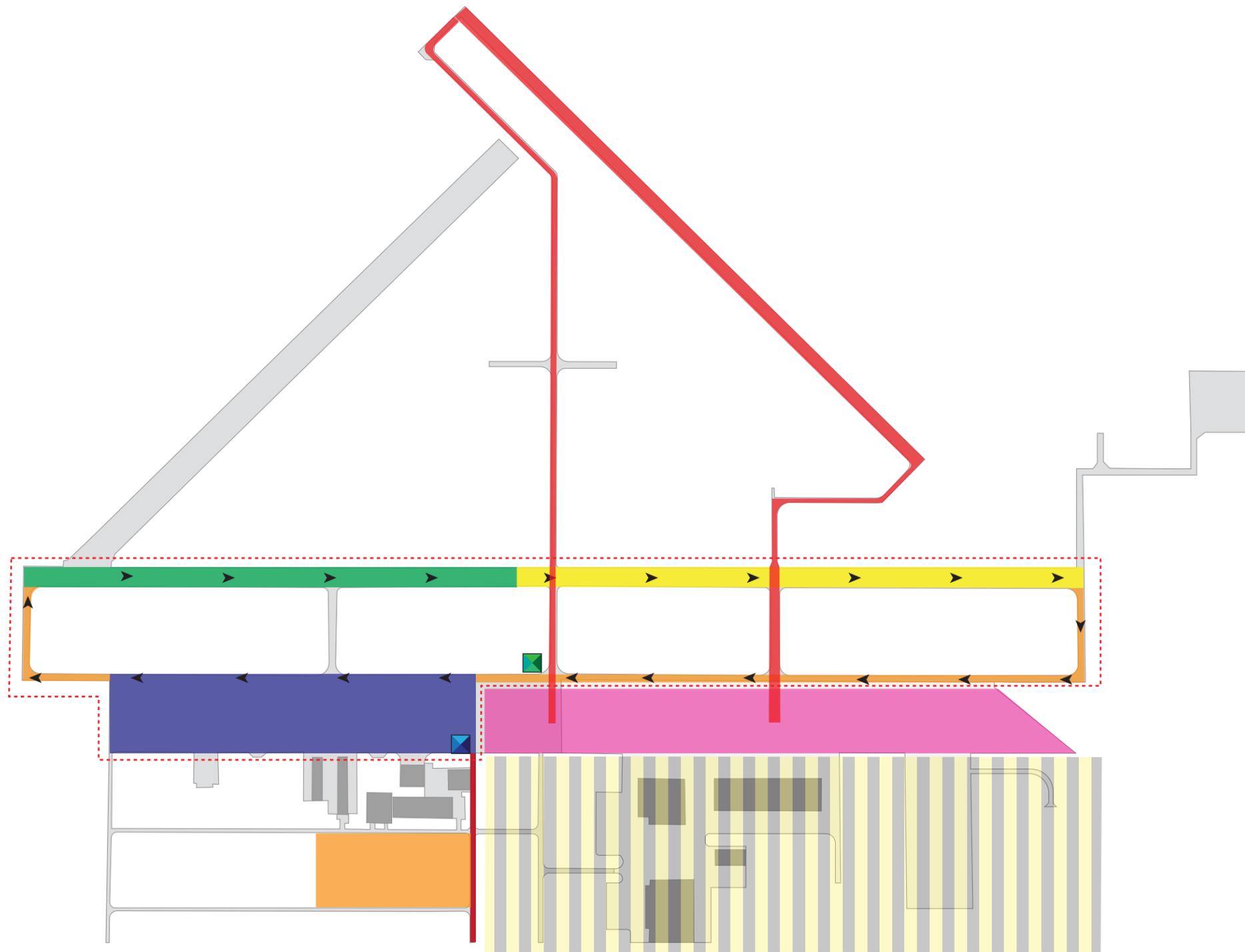
\_\_\_\_\_  
DATE

By: \_\_\_\_\_  
Name:  
Title:

**REVVOLUTION SHIFT-S3CTOR, LLC**

6/22/2020  
\_\_\_\_\_  
DATE

By:  \_\_\_\_\_  
Name: Ryan Fisher  
Title: Partner & Legal Counsel



- EVENT PITS
- EVENT RACE RETURN ROUTE
- EVENT RACE SURFACE 1/2 MILE
- EVENT RACE COOL DOWN
- CONTROLLED AIR TRAFFIC & TAXI ROUTE
- SPECTATOR PARKING
- SPECTATOR & COMPETITOR ACCESS
- EVENT BOUNDARY
- FRONT GATE
- EMERGENCY SERVICES
- TENANT-ONLY AREA
- AOA

NOTES:

1. MAINTAINING SEPRATION BETWEEN AIRPORT TENANT AREA AND EVENT AREA IS TOP PRIORITY BASED ON FAA APPROVAL. ANY AIRPORT TENANT USERS WHO WISH TO ENTER THE 'EVENT AREA' MUST ACCESS VIA GENERAL SPECTATOR ENTRANCE AREA. SEE SECURITY PLAN (A.14)

**1** EVENT OVERVIEW  
**A.1** SCALE N/A

**REVOLUTION  
SHIFT-S3CTOR**

EVENT **2020 KANSAS AIRSTRIP ATTACK**

DRAWING TITLE **EVENT OVERVIEW**

DESIGNER	R. RANDELS				
DATE	5/3/2018				
SCALE	N/A				
APPROVAL	FOR APPROV	NO.	DATE	BUL. NO.	BY

REVISIONS

A.1

DRAWING #

# KANSAS AIRSTRIPE ATTACK

# After Party

## SATURDAY, JULY 18

7 p.m. ♦ Brother's Railroad Inn

113 S. Penn. Avenue, Independence, KS 67301



SHIFT  S3CTOR

**AND DON'T MISS  
THESE OTHER  
DOWNTOWN  
HOT SPOTS:**

**Big Cheese Pizza**  
103 E. Main

**Dickey's BBQ Pit**  
204 N. Penn. Avenue

**Indy Brew Works**  
223 W. Main

**Turbos Sports Bar & Grill**  
103 W. Main

**After the races,  
please join us  
for a downtown  
block party  
with food, drinks,  
live music  
and hometown  
hospitality.**

*The street will be barricaded for a car show.*

*Feel free to bring your ride and show it off.*

*PLUS...FREE souvenir beer glass for the first 75 guests,  
custom-etched to commemorate the first Kansas Airstrip Attack!*



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**June 25, 2020**

Department Administration

Director Approval Kelly Passauer

**AGENDA ITEM** Consider waiving the rental fee for the Civic Center on July 16, 2020 for a candidate forum, and sponsoring the videographer.

**SUMMARY RECOMMENDATION** Approve the request.

**BACKGROUND** Lisa Wilson with the Chamber of Commerce has requested that the fee be waived for a candidate forum to be held at the Civic Center on July 16, 2020. These types of community events have been conducted at no charge by the City in the past.

**BUDGET IMPACT** \$150 - \$300 estimated loss of revenue for renting the Civic Center, Gallery & Kitchen. \$200 videographer charge if the City wishes to sponsor this service to allow the public to view the candidate forum that are unable to attend.

**SUGGESTED MOTION** I move to waive the rental fee for the Civic Center on July 16, 2020 for a candidates forum, and sponsor the videographer in the amount of \$200.

**SUPPORTING DOCUMENTS** Request from Lisa Wilson, Chamber President.

**From:** [Lisa Wilson](#)  
**To:** [Kelly Passauer](#)  
**Cc:** [Brian McHugh](#)  
**Subject:** Request to waive fee to use Civic Center Thursday, July 16  
**Date:** Monday, June 22, 2020 6:50:55 PM  
**Attachments:** [image001.png](#)

---

Kelly Passauer and City Commission:

The Independence Chamber of Commerce is requesting the City of Independence to waive the rental fee for the Civic Center on Thursday evening, July 16 to hold a candidate forum for State Senate, Montgomery County Sheriff and Montgomery County Commission races. The Chamber of Commerce provides candidate forums to help our citizens make well-informed decisions at the election polls.

Thank you for your consideration.

Lisa

*Lisa Wilson*

Chamber President

P.O. Box 386 | 616 North Penn. Avenue

Independence, KS 67301

Office Phone – 620.331.1890

Cell Phone – 620.330.6725

Fax – 620.331.1899

[lwilson@indkschamber.org](mailto:lwilson@indkschamber.org)

[www.indkschamber.org](http://www.indkschamber.org)





**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**June 25, 2020**

**Department** Safety & Code Enforcement

**Director Approval** *David Cowan*

**AGENDA ITEM** Consider acceptance of a (CESF) Coronavirus Emergency Supplemental Fund Grant Award for Fire-EMS.

**SUMMARY RECOMMENDATION** City staff recommends the commission accept the CESF grant from the Governor Grant Program.

**BACKGROUND** The City of Independence Fire-EMS personnel Drew Rising, Firefighter Paramedic and Mark McCleary, Firefighter EMT applied on behalf of the Independence Fire-EMS department for a CESF Grant with Governor Kelly's office. The grant was for a total amount of \$35,842.00 for the purchase (2) Z-Vent from Zoll Medical and an airway training mannequin. The ventilators will provide Fire-EMS with multiple applications from CPAP/BIPAP, to use in cardiac arrest and respiratory failure patients. Once the grant is signed, Fire-EMS will place the order for the equipment and anticipates two to three months before delivery. The City of Independence will be reimbursed within 30-days of submittal of the invoices to the Governor's office.

**BUDGET IMPACT** There will be no budget impact when reimbursed by the Governor's Grant Program.

**SUGGESTED MOTION** I move to authorize the Mayor sign the acceptance of a CESF Grant for \$35,842.00 from the Kansas Governor's Grant program.

**SUPPORTING DOCUMENTS**

1. CESF Grant
2. CESF Reporting Requirements

Disclaimer: "This project is supported by subgrant number CESF-14 awarded by the Federal Bureau of Justice Assistance, Office of Justice Programs as administered by the Kansas Governor's Grants Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Office of the Kansas Governor or the U.S. Department of Justice."

June 18, 2020

Mr. Mark McCleary  
City of Independence  
811 W Laurel  
Independence, KS 67301

Dear Mr. McCleary:

On behalf of Governor Laura Kelly, I am pleased to congratulate City of Independence on the recent Federal Coronavirus Emergency Supplemental Fund (CESF) grant award. These grant funds are provided to prevent, prepare for, and respond to the coronavirus. Thank you for providing these critically important services to ensure the health and safety of Kansans.

In order to process the agency's grant award, follow the instructions in the email message for accessing and submitting the grant award documents. The Kansas Governor's Grants Program staff is available to provide assistance and answer questions. We sincerely appreciate and value the commitment and dedication of City of Independence staff to address this serious pandemic.

Sincerely,



Juliene Maska  
Administrator

**KANSAS GOVERNOR'S GRANTS PROGRAM**  
**Federal Coronavirus Emergency Supplemental Funding (CESF) Program**  
**Grant Assurances**

The subgrant award listed below is available for expenditure in accordance with the agency's approved application under the Federal Coronavirus Emergency Supplemental Funding (CESF), as established by Pub L. No. 116-136, Div. B and 28 U.S.C. 530C, and awarded to the State of Kansas through Federal Award Number 2020-VD-BX-0112 on April 17, 2020, by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.

The funds distributed to the Subgrantee by the State of Kansas will be administered by the Kansas Governor's Grants Program (KGGP) and used to prepare for, prevent, and respond to the coronavirus pandemic as allowed by Pub L. No. 116-136, Div. B and 28 U.S.C. 530C. The distribution of grant funds is contingent upon receipt of adequate funds and appropriations to the KGGP. All terms of the grant award are non-negotiable by the Subgrantee.

The Catalog of Federal Domestic Assistance, or CFDA, number for the Federal Coronavirus Emergency Supplemental Funding Program is 16.034. This document contains information specific to this federal grant program.

The subgrant project awarded to **City of Independence** (Subgrantee), Unique Entity Identifier: **DUNS 073031411**, is for the total amount of **\$35,842**.

The grant project number for this subgrant award is **CESF-14**. As stated in the Subgrantee application, the approved project description is:

Obtaining equipment needed for COVID19 response consisting of two ventilators and one airway training mannequin.

With acceptance of this grant award, the Subgrantee assures to the following:

1. **AWARD PERIOD:** This grant award is for the period June 1, 2020, to November 30, 2021. The Subgrantee shall not allocate any expense made or incurred prior to June 1, 2020, or after November 30, 2021, to this grant award. The Subgrantee shall not allocate any expenditure for any activity, event, or conference that will occur outside the grant award period. All grant award expenses properly obligated on or before November 30, 2021, must be paid within 30 days following the end of the grant award period.
2. **APPROVED PURPOSES AND LIMITATIONS:** Grant project funds shall only be expended for the program described in Pub L. No. 116-136, Div. B and 28 U.S.C. 530C; for the purpose approved by the KGGP; in accordance with any terms and conditions the KGGP attaches to the grant award; and for approved CESF activities, attributable to the CESF approved project.

The Subgrantee shall not be approved to use grant funds as follows:

- To supplant federal, state, or local funds that would otherwise be available to prepare for, prevent, and respond to the coronavirus pandemic;

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- For fundraising or research, either directly or indirectly;
  - For purchase of land;
  - To lease, construct, expand, acquire, remodel, renovate, repair, furnish, or make improvements to buildings or similar facilities or for other capital outlay or equipment not expressly authorized; or
  - To pay debts or support other agency programs, initiatives, or expenses incurred by other activities beyond the scope of the approved CESF project.
3. **SOLICITATION:** The Subgrantee shall be in compliance with the specifications outlined in the solicitation under which the submitted application was approved. The terms and conditions of the CESF solicitation are hereby incorporated by reference into this award.
4. **LAWS AND REGULATIONS:** The Subgrantee shall comply with all applicable state and federal laws and regulations that include, among other relevant authorities, the following:
- The Federal Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§10228(c) and 10221(a);
  - The provisions of 28 C.F.R. applicable to grants (including Parts 18, 22, 23, 30, 35, 38, 42, 54, 61, and 63) and the award term in 2 C.F.R. §175.15(b);
  - The Drug-Free Workplace Act of 1988, implemented at 28 C.F.R. Part 67, Subpart F, for grantees, as defined at 28 C.F.R. §67.615 and 28 C.F.R. §67.620;
  - The CESF Program Guidelines and Reporting Requirements as established by the KGGP; and
  - The requirements of the U.S. Department of Justice [DOJ Grants Financial Guide](#) effective edition.

The Subgrantee shall comply with all applicable restrictions on the use of these federal CESF grant project funds set out in federal appropriations statutes. The Subgrantee shall refer to pertinent restrictions and general provisions set out for [Federal Fiscal Year 2020](#).

In addition, a Subgrantee that enters into any contractual or mutual agreement in which a specific role or responsibility of the approved CESF grant project is assumed by the partnering/contractual entity, will be responsible for assuring compliance with requirements in the Grant Assurance document is met by the partnering/contractual entity.

5. **BREACH OF PERSONALLY IDENTIFIABLE INFORMATION:** The Subgrantee has written procedures in place to respond in the event of an actual or imminent breach, as defined in OMB M-17-12, if the Subgrantee 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII), as defined in 2 C.F.R. 200.79, within the scope of a CESF-funded program or activity, or 2) uses or operates a Federal information system, as defined in OMB Circular A-130. Such procedures must include a requirement to report actual or

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imminent breach of PII to the KGGP no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

6. **REPORTING REQUIREMENTS:** The Subgrantee shall comply with any evaluative, statistical, or financial reporting requirements of the Federal CESF Program or those set by the KGGP. Any grant requirement deadline not met in which there was not prior approval for an extension will result in consideration by the KGGP to suspend, decrease, or terminate the grant award. This requirement includes, but is not limited to, signed Grant Assurances, Special Conditions, financial reports, programmatic reports, and grant project compliance review requirements.
7. **SAM REGISTRATION AND UNIVERSAL IDENTIFIER:** The Subgrantee shall maintain an active registration status in the [U.S. System for Award Management \(SAM\)](#) for the duration of the grant award period. The Subgrantee shall acquire and provide the KGGP with its unique entity identifier as required for SAM registration.
8. **INTEGRITY AND PERFORMANCE MATTERS:** The Subgrantee shall comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with this CESF award or any other grant, cooperative agreement, or procurement contract from the federal government.
9. **TRAINING AND TECHNICAL ASSISTANCE:** The Subgrantee shall participate in KGGP-sponsored training or technical assistance events as required by the KGGP.
10. **PERSONNEL INFORMATION:** Job descriptions, résumés, and compensation, including salary/wages and bonuses, for all grant-funded staff shall be maintained by the Subgrantee and available for review by the KGGP. These grant project funds shall be utilized for the provision of approved services only and the job descriptions must reflect this requirement.

*Employment Eligibility Verification:* As part of the hiring process for any position that is or will be funded in whole or in part with CESF funds, the Subgrantee has properly verified the employment eligibility of the individual being hired, consistent with the provisions of 8 U.S.C. §1324a(a)(1) and (2). It is the responsibility of the Subgrantee to notify all persons involved in grant project activities and/or the hiring process of this requirement, provide training necessary to ensure compliance with this requirement, and maintain records to verify employment eligibility pertinent to compliance with this condition in accordance with Form I-9 record retention requirements and the aforementioned notification and training. To satisfy this requirement, the Subgrantee may participate in and use E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the Subgrantee uses E-Verify to confirm employment eligibility for each hiring for a position this is or will be funded with grant project funds. Nothing in this condition shall be understood to authorize or require any Subgrantee, person or other entity to violate any federal law, including any applicable civil rights or nondiscrimination law.

\_\_\_\_\_ (initials of Authorized Certifying Official)

11. **INTERACTION WITH PARTICIPATING MINORS:** The Subgrantee has or will, for any CESF-funded activity benefitting a set of individuals under 18 years of age, make determinations of suitability before certain individuals may interact with participating minors, regardless of an individual's employment status. The Subgrantee shall refer to <https://ojp.gov/funding/Explore/Interact-Minors.htm> for details of this requirement.
  
12. **TIME AND ACTIVITY:** The Subgrantee shall keep daily time and activity records for all staff funded by this grant project that document the services and grant projects that the staff person worked on and the time spent providing the services or programs. Such time and activity records must account for 100 percent of staff time regardless of the percentage funded by this grant award and shall reflect actual activities performed and the actual time spent on such activities, by each employee. Activity records that are "recycled" week to week are not allowable. The Subgrantee shall use the time and activity records to distribute actual payroll and related fringe benefits costs to each funding source for each pay cycle accordingly. Time and activity records shall be signed by the staff member and supervisor and shall be kept and compiled in the subgrantee's administrative files and available for review. By signing the records, the employee and supervisor are certifying the records are true, complete, and accurate. Volunteer service hours used as match must be documented and, to the extent feasible, supported by the same methods used by the organization for paid employees.

These requirements extend to outside employees and persons who will perform contractual work. Subgrantees shall keep time and activity documentation in hourly increments for contractors providing direct client services, training, or consulting funded by this grant project. For agency contracts entered into for operating costs including, but not limited to, janitorial services, website services, technology services, and maintenance, the Subgrantee shall retain copies of contracts and/or invoices but is not required to maintain detailed time and activity records.

13. **PROCUREMENT PRACTICES:** The Subgrantee shall comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently \$250,000). The Subgrantee shall contact the KGGP for guidance in meeting the necessary requirements for prior approval.

In procurement transactions, the Subgrantee will not discriminate on the basis of a person or entity's status as an "associate of the federal government," except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by the KGGP and the U.S. Department of Justice. The term "associate of the federal government" means any person or entity engaged or employed (past or current) by or on behalf of the federal government, as an employee, contractor or subcontractor, grant recipient or subrecipient, agency, or otherwise, in undertaking any work, project, or activity for or on behalf of the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity in future. Nothing in this condition shall be understood to authorize or require any Subgrantee, person or other entity to violate any federal law, including any

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applicable civil rights or nondiscrimination law.

- 14. ACCOUNTING:** Grant fund accounting, auditing, and monitoring procedures necessary to maintain records as the KGGP prescribes shall be employed to ensure fiscal control, proper management, and proper expenditure of grant project funds. The Subgrantee shall maintain books, records, documents, and other evidence to identify the costs directly associated with the delivery of services, specific outcomes, and benefits outlined in the approved grant application. This means that at a minimum:
- (a) The Subgrantee shall keep records that segregate these grant project federal funds from all other funds received by the Subgrantee, keep its accounting for this grant project separate from the accounting of other funds, and spend and report in accordance with the approved grant project budget by program and budget line items;
  - (b) The Subgrantee shall keep supporting documentation for all costs charged to this grant project. This includes payroll reports, time and activity records, purchase orders, invoices, travel authorizations, and other financial documentation for all paid expenses; the portion of the grant project supported by other sources of revenue; contracts for services; and other records that facilitate an effective compliance review; and
  - (c) The Subgrantee shall adhere to the applicable financial and administrative rules as referenced in the U.S. Department of Justice [DOJ Grants Financial Guide](#) effective edition, and the applicable requirements set forth in the Federal Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), [2 C.F.R. Part 200](#), as adopted and supplemented by the U.S. Department of Justice in [2 C.F.R. Part 2800](#).
- 15. ALLOWABLE COSTS:** All costs allocated to the CESF grant project shall be consistent with the principles set out in the Federal OMB Uniform Guidance, [2 C.F.R. Part 200](#), Subpart E, and those permitted by the grant program's authorizing legislation. Costs must be reasonable, allocable, and necessary to the grant project's success.
- 16. INDIRECT COSTS:** Any indirect cost rate applied to the CESF grant project will be approved by the KGGP prior to the application of such indirect costs against grant project expenditures. Further, the Subgrantee assures compliance with Section 200.414 of the Federal OMB Uniform Guidance, [2 C.F.R. Part 200](#), Subpart E, and applicable appendices.
- 17. PROGRAM INCOME:** The Subgrantee shall not generate program income unless written approval is first obtained from the KGGP. Any and all program income that is generated as a direct result of this grant award shall be used to supplement the grant project, shall be utilized prior to any request for grant funds, and must be accounted for and used for the purposes under the conditions applicable for the use of this grant project.

\_\_\_\_\_ (initials of Authorized Certifying Official)

This includes following the applicable federal requirements, the U.S. Department of Justice [DOJ Grants Financial Guide](#) effective edition, and the Federal OMB Uniform Guidance, [2 C.F.R. Part 200](#), Subpart D. Further, the receipt and expenditure of program income must be reported to the KGGP quarterly on a Program Income/Expenditure Report.

18. **AUDIT REQUIREMENTS:** The Subgrantee shall undergo a financial statement audit conducted by an independent certified public accountant for the applicable agency fiscal period(s) under which these grant funds are expended. Such audit must comply with the applicable Federal OMB Uniform Guidance, [2 C.F.R. Part 200](#), Subpart F, organizational audit requirements and the Single Audit requirements. The financial statements are or will be accessible by the public. Nonprofit subgrantees shall mail to the KGGP a copy of the audit report(s) related to expenditure of these CESF funds. Governmental subgrantees shall provide the KGGP specific instructions for accessing the entity's audit report(s) related to expenditure of these CESF funds.
19. **RECORDS:** All records shall be subject at all reasonable times to inspection, review, or audit by State personnel and other personnel duly authorized by the KGGP, as well as Federal personnel. All financial records, supporting documentation, statistical records, and all other records pertinent to the grant award shall be retained by the Subgrantee for at least five years following the closeout of the grant award.

The Subgrantee shall cooperate with any assessments, national evaluation efforts, or information or data collection requests including, but not limited to, the provision of any information required for the assessment or evaluation of activities within this project.

20. **EQUIPMENT:** The Subgrantee shall submit reports detailing the purchase of equipment, with a unit cost of \$5,000 or more, within 30 days of the payment date. The Subgrantee assures that equipment purchased through this grant project will continue to be used for the purpose it was purchased for as long as needed, whether or not the agency continues to be supported by CESF.
21. **FOOD AND/OR BEVERAGE:** The Subgrantee shall not use any portion of these funds, either directly or indirectly, to purchase food and/or beverage for any meeting, conference, training, or other event. This restriction does not apply to direct payments of per diem amounts to Subgrantee staff in a travel status under the Subgrantee's travel policy and approved in the CESF grant project budget.
22. **PUBLICATIONS AND MATERIALS:** All issued statements, publicity releases, or other documents (written, web-based, audio-visual, or any other format) describing the funded grant project, as well as all materials developed or published with funds from this grant award, shall contain an acknowledgment of support comparable to the following:

“This project is supported by subgrant number CESF-14 awarded by the Federal Bureau of Justice Assistance, Office of Justice Programs as administered by the Kansas Governor's Grants Program. The opinions, findings, conclusions, and recommendations

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expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Office of the Kansas Governor or the U.S. Department of Justice.”

This condition also extends to CESF grant project-funded website services, which must contain the above acknowledgement. However, the Subgrantee assures that any CESF grant project-funded website services will also meet the “Approved Purposes and Limitations” Grant Assurance and not contain fundraising or solicitation information.

One copy, electronic or paper, of all materials published or posted with grant project funds from this grant award shall be submitted to the KGGP at least 10 days prior to publication.

23. **TRAINING AND TRAINING MATERIAL:** The Subgrantee assures that any training or training materials developed or delivered with grant project funds, if approved in the CESF award and project budget, will adhere to the [OJP Training Guiding Principles](#) in the development and/or delivery of training and training materials. Further, all training materials published with funds from this grant award shall contain an acknowledgement of support as described in the “Publications and Materials” Grant Assurance.
  
24. **CIVIL RIGHTS AND NONDISCRIMINATION:** The Subgrantee assures that all grant projects provided by the Subgrantee shall comply with all applicable nondiscrimination requirements including, but not limited to, the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§10228(c) and 10221(a); Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000(d) *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794; Subtitle A, Title II of the Americans with Disabilities Act (ADA) of 1990, as amended, 42 U.S.C. §12131 *et seq.*; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Juvenile Justice and Delinquency Prevention Act of 2002, as amended, 34 U.S.C. §11182(b); the Age Discrimination Act of 1975, 42 U.S.C. §6101 *et seq.*; Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G; Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35 and Part 39; Department of Justice regulations on nondiscrimination in certain education programs, 28 C.F.R. Part 54; and 28 C.F.R. Part 46 and all U.S. Department of Justice, Office of Justice Programs policies and procedures regarding the protection of human research subjects.

Subgrantees shall refer to the U.S. Department of Justice Guidance, [Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 \(June 2013\)](#) and be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination.

*Kansas Executive Order (EO) 19-02:* Pursuant to [EO 19-02](#), the Subgrantee shall expressly require all hiring must be on the basis of individual merit and qualifications and

\_\_\_\_\_ (initials of Authorized Certifying Official)

expressly prohibit discrimination based on race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position.

*Kansas EO 18-04:* Pursuant to [EO 18-04](#), the Subgrantee:

- Shall comply with all state and federal employment discrimination laws prohibiting sexual harassment and retaliation in the workplace;
- Shall establish agency policies regarding sexual harassment, discrimination, retaliation, confidentiality and anonymous reporting, applicability to intern positions, and training of the policy; and
- Shall conduct annual mandatory training seminars for all staff, employees, and interns in regard to the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

*Civil Rights Contact:* The name of the person who has lead responsibility for ensuring that all applicable civil rights requirements are met has been provided to the KGGP. This person shall act as a liaison for civil rights issues with the U.S. Department of Justice, Office of Justice Programs, OCR.

*Civil Rights Finding:* In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the Subgrantee, the Subgrantee shall forward a copy of the findings to the KGGP and the U.S. Department of Justice, Office of Justice Programs, OCR.

*Civil Rights Policies and Procedures:* The Subgrantee is required to have written policies and procedures in place to assure compliance with applicable civil rights laws, regulations, and policies.

*Training:* The Subgrantee assures all agency staff participate in annual training of its civil rights policies and procedures.

- 25. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM:** If required by federal (28 C.F.R. Part 42, Subpart E) and state law, the Subgrantee has formulated an equal employment opportunity (EEO) program.

The Subgrantee assures they have provided the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR) with a current Federal Office for Civil Rights EEO certification form and, if required, have created and submitted an EEO Utilization Report. Submissions must be made through the [Equal Employment Opportunity Program Reporting Tool](#). Documentation of this submission must be maintained by the Subgrantee and submitted with the Civil Rights Compliance Form.

\_\_\_\_\_ (initials of Authorized Certifying Official)

For assistance in setting up a new account, please refer to the [OCR EEO Reporting Tool Job Aid](#). The Subgrantee acknowledges that failure to submit an acceptable EEOP or applicable certification may result in suspension or termination of funding, until such time as the Subgrantee is in compliance. Technical assistance is available from the OCR at (202) 307-0690.

- 26. EQUAL TREATMENT FOR FAITH-BASED AND OTHER NEIGHBORHOOD ORGANIZATIONS:** All grant projects provided by the Subgrantee shall comply with the Equal Treatment for Faith-Based Organizations Regulation, 28 C.F.R. Part 38 and amendments thereto. The Subgrantee shall not discriminate against prospective program beneficiaries on the basis of religion. The Subgrantee shall not use grant funds for inherently religious activities, such as worship, religious instruction, or proselytization. Subrecipients of grants may still engage in inherently religious activities, but such activities must be completely separate in time or place from the grant-funded program and participation in such activities by individuals receiving services from the Subgrantee must be voluntary. Further, the Subgrantee shall not discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, refusal to hold a religious belief, or refusal to attend or participate in a religious practice.

Subgrantees are required to provide a written notice of beneficiary protections as set forth at [https://www.law.cornell.edu/cfr/text/28/appendix-A to part 38](https://www.law.cornell.edu/cfr/text/28/appendix-A%20to%20part%2038).

- 27. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:** As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510, the Subgrantee certifies that it and its principles:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) above; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

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**28. POLITICAL ACTIVITY:** The Subgrantee shall comply with all applicable federal and state statutes and regulations applicable to political activity restrictions and requirements including, but not limited to, The Hatch Act, 5 U.S.C. §7321-7326, as amended; 5 C.F.R. Part 733 and 5 C.F.R. Part 734 subparts A-G; K.S.A. 75-2953; K.S.A. 25-4169a; and K.S.A. 75-2949f. Frequently asked questions regarding The Hatch Act can be found at <https://osc.gov/Pages/HatchAct-FAQs.aspx>.

**29. LIMITATION ON LOBBYING ACTIVITIES:** The Subgrantee shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government without the express prior written approval of the Federal Office of Justice Programs and the KGGP, in order to avoid violation of 18 U.S.C. §1913.

As required by 31 U.S.C. §1352 and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Subgrantee certifies that:

- (a) No federal appropriated funds have been or will be paid, by or on behalf of the Subgrantee, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, the Subgrantee shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions; and
- (c) The Subgrantee shall include the language of this certification in the award documents for all contracts entered into and shall certify and disclose accordingly.

**30. LIMITED ENGLISH PROFICIENCY:** Procedures are in place to ensure meaningful access by persons with limited English proficiency (LEP) that are eligible for assistance or services from any Subgrantee program assisted under CESF.

For additional guidance in complying with the LEP assurance, please refer to the U.S. Department of Justice *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons* at 67 C.F.R. 41455 (June 18, 2002) or [www.lep.gov](http://www.lep.gov).

**31. INFORMATION TECHNOLOGY/SHARING:** Any law enforcement information sharing systems funded by this CESF award which involve interstate connectivity

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between jurisdictions shall employ existing networks as the communication backbone to achieve interstate connectivity, unless the Subgrantee has received prior approval from the U.S. Department of Justice through the KGGP.

Additionally, in order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the Subgrantee assures compliance with the U.S. Department of Justice's Global Justice Information Sharing Initiative guidelines and recommendations for this particular grant, where applicable. The Subgrantee shall conform to the [Global Standards Package \(GSP\)](#) and all constituent elements, and shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32. **DNA TESTING:** For DNA testing of evidentiary materials done with CESF, the Subgrantee will upload any resulting eligible DNA profiles to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this grant award may be entered or uploaded into any non-governmental DNA database without prior express written approval from the KGGP and the U.S. Department of Justice, Bureau of Justice Assistance. CESF may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.
33. **TEXT MESSAGING:** The Subgrantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, pursuant to Federal Executive Order 13513, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers. Kansas law prohibits texting while driving (K.S.A. 8-15,111).
34. **HISTORIC PRESERVATION:** The Subgrantee is in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. §306108; Executive Order 11593; the Archeological and Historic Preservation Act of 1974, 54 U.S.C. §312501-312508; the National Environmental Policy Act (NEPA) of 1969, 42 U.S.C. §4321-4335; and 28 C.F.R. Part 61 (NEPA) and 63 (floodplains and wetlands). The Subgrantee shall comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.
35. **NATIONAL ENVIRONMENTAL POLICY ACT:** The Subgrantee is in compliance with the National Environmental Policy Act (NEPA), 42 U.S.C. §4321 *et seq.*, and other related federal environmental impact analysis requirements in the use of these grant funds. The Subgrantee understands that this applies to new activities whether or not they are being specifically funded by these grant funds. That is, as long as the activity is being conducted by the Subgrantee and the activity needs to be undertaken in order to use these grant funds, this assurance must first be met. The Subgrantee shall notify the KGGP prior to any of the activities taking place. The activities covered by this provision are:

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- (a) New Construction;
- (b) Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland or a habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- (c) A renovation, lease, or any proposed use of a building or facility that will either a) result in a change in its basic prior use or b) significantly change its size;
- (d) Implementation of a new program involving the use of chemicals other than chemicals that are a) purchased as an incidental component of a funded activity and b) traditionally used, for example, in office, household, recreational, or education environments; and
- (e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Subgrantee assures it will cooperate with the Federal Office of Justice Programs (OJP) in any preparation by OJP of a national or program environmental assessment of the funded program activity.

- 36. **PROHIBITED CONDUCT RELATED TO TRAFFICKING IN PERSONS:** The Subgrantee shall comply with all applicable requirements pertaining to prohibited conduct related to the trafficking of persons. Details related to this prohibited conduct related to trafficking in persons condition are posted at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> and are incorporated by reference in this assurance.
- 37. **DISCLAIMER OF LIABILITY:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any Subgrantee beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*) and shall not be held liable for the payment of damages resulting from the performance of installing, maintaining, or providing grant-funded services.
- 38. **INSURANCE:** The KGGP shall not purchase any insurance against loss or damage to any personal property purchased with grant project funds. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the Subgrantee shall bear the risk of any loss or damage to any personal property purchased with grant project funds.
- 39. **ADDITIONAL REQUIREMENTS:** The Subgrantee understands and agrees to comply with any additional requirements that may be imposed during the grant performance period if the KGGP determines that it is warranted.
- 40. **MISUSE OF GRANT FUNDS:** Misuse of grant funds may result in a range of penalties, including suspension of current and future grant funds, suspension or debarment from state and/or federal grants, recoupment of monies provided under the grant award, and civil and/or criminal penalties.

\_\_\_\_\_ (initials of Authorized Certifying Official)

- 41. FRAUD, WASTE, AND ABUSE:** The Subgrantee shall promptly refer to the U.S. Department of Justice, Office of the Inspector General and the KGGP any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim for CESF grant funds under the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CESF funds. Additional information can be found at [www.usdoj.gov/oig](http://www.usdoj.gov/oig). Potential fraud, waste, abuse, or misconduct shall be reported to:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
1425 New York Avenue, N.W.  
Suite 7100  
Washington, DC 20530

AND

Kansas Governor's Grants Program  
Landon State Office Bldg, Room 304 North  
900 SW Jackson Street  
Topeka, KS 66612-1220  
Phone: 785-291-3205

Email: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)  
Hotline: 800-869-4499  
Hotline Fax: 202-616-9881

- 42. NON-DISCLOSURE AGREEMENTS AND PROHIBITIONS ON REPRISAL:** The Subgrantee shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. This requirement is not intended to contravene requirements applicable to Standard Form 312 (relating to classified information), Form 4414 (relating to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

The Subgrantee shall comply with 41 U.S.C. §4712 and shall not discriminate against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The Subgrantee shall inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. §4712.

- 43. UNUSED FUNDS:** The Subgrantee shall return to the KGGP any unused grant funds on hand within 10 business days after the final Financial Status report is due.
- 44. FAILURE TO COMMENCE GRANT PROJECT:** If the activities described in the grant application have not commenced within 60 days after acceptance of the grant award, the Subgrantee shall report in writing the steps taken to initiate the grant project, the reasons for delay, and the expected starting date. If the activities have not commenced within the next 30 days of receipt of the above correspondence, a further

\_\_\_\_\_ (initials of Authorized Certifying Official)

statement in writing regarding the delay shall be submitted to the KGGP. Upon receipt of the second correspondence, the KGGP may terminate the grant and all unused grant funds shall be returned together with a complete accounting of all expenditures.

45. **RIGHT TO TERMINATE:** The KGGP reserves the right to terminate any grant award and cease payment to the Subgrantee for failure to comply with applicable laws, regulations, and/or terms and conditions of the grant assurances. Further, the KGGP may seek reimbursement of any or all grant funds and may reclaim any equipment, durable goods, and other property purchased with these grant funds if the Subgrantee fails to perform in accordance with the terms of the grant assurances and reporting requirements.
46. **CORRESPONDENCE AND REPORTS:** Grant Assurances shall be signed, scanned, and emailed to [kggpapp@ks.gov](mailto:kggpapp@ks.gov) or mailed to the **Kansas Governor’s Grants Program, Landon State Office Building, Room 304 North, 900 SW Jackson Street, Topeka, Kansas 66612-1220**. All other correspondence, reports, and documentation required by this grant shall be submitted by email to [kggpapp@ks.gov](mailto:kggpapp@ks.gov) or by mail to the KGGP address above.
47. **SPECIAL CONDITION(S):**
- (a) **Prior to any grant funds being disbursed, the Subgrantee shall participate in an individual technical assistance training via teleconference with KGGP staff. No later than June 26, 2020, KGGP staff will contact the Subgrantee directly to schedule the date and time of the technical assistance training.**
  - (b) **Per federal requirements, Subgrantee shall expend awards from Kansas Division of Emergency Management, Federal Emergency Management Agency, and any other funds made available to the Subgrantee for the prevention of, preparation for, and response to the coronavirus that have been or are received prior to November 30, 2021, before allocating funds from this award.**
  - (c) **The Subgrantee shall submit to the KGGP at [kggpapp@ks.gov](mailto:kggpapp@ks.gov) a revised Budget Narrative document that specifies each line item at the full per-unit cost, then identifies the percentage of cost to be funded with CESF dollars, no later than July 10, 2020.**

48. **REQUIRED SIGNATURE:**

*As the Authorized Certifying Official, I have read and fully understand this Grant Assurances document. By signing, I accept the conditions stated in this document.*

---

Signature of Authorized Certifying Official

Date

\_\_\_\_\_ (initials of Authorized Certifying Official)

---

Type or Print Name of Authorized Certifying Official

---

Title

---

Address (Street, City, State, Zip Code)

\_\_\_\_\_ (initials of Authorized Certifying Official)



**FEDERAL CORONAVIRUS EMERGENCY  
SUPPLEMENTAL FUNDING (CESF)  
PROGRAM GRANT**

**REPORTING REQUIREMENTS**

**KANSAS GOVERNOR'S GRANTS PROGRAM**

## PROCEDURES TO OPEN GRANT AWARD

The following grant award documents must be submitted to the Kansas Governor's Grants Program (KGGP) before the grant award is considered open:

### **Grant Assurances**

The signed Grant Assurances must be received by the KGGP **no later than June 30, 2020**. Please note the Grant Project Number assigned to the grant project and any special conditions that may be included. The signature of the Authorized Certifying Official is required.

### **Budget Summary Form & Budget Narrative**

If the grant award is different from the original request, a Budget Summary Form (BSF) for the grant award amount must be signed and returned along with a Budget Narrative **no later than June 30, 2020**.

### **Five Most Highly Compensated Officers (attached form)**

The Five Most Highly Compensated Officers report must be completed and returned **no later than June 30, 2020**.

## GRANT REPORTING INFORMATION

The following policies apply to all grant reporting requirements set forth by the KGGP.

### **Late/Incomplete Reports**

Subgrantees submitting a late, incorrect, or incomplete report will not receive a payment until the next scheduled payment for the next reporting period. Complete and correct reports must be received by **11:59 pm** on the date they are due. If the due date falls on a Saturday, Sunday, or State holiday, reports may be submitted by 11:59 pm the first business day following the due date.

### **Subgrantee and Staff Changes**

If the subgrantee has changes in the primary contact, grant-funded staff, mail/email address, or phone/fax numbers, the KGGP must be notified in writing within 10 days of the change. Notification must include the position title, staff name, effective end and/or start date of staff, and all grant project numbers impacted. The notification must be emailed to [kggpapp@ks.gov](mailto:kggpapp@ks.gov).

### **Reporting No Activity/Expenses**

In any reporting period where no expenses were incurred or no activity took place, the required reports must still be filed. If no expenses were incurred, report a zero for the period. If no activity took place or no services were provided, report zero statistics and state why no activity took place for the period (see the "Failure to Commence Grant Project" Grant Assurance to ensure full compliance with requirements).

### **Period-End Obligations**

If the subgrantee incurs obligations during the grant project reporting period that will be paid in the first month following the end of the grant project period, the subgrantee must report those obligations appropriately in the November 2021 Financial Status Report. Upon expenditure for those obligations,

the subgrantee will submit a “FINAL” Financial Status Report reflecting it as “Period Expenditures” in the first month following the end of the grant project period. The subgrantee must pay for obligations within 30 days after the end of the grant project period.

### **Extensions**

A subgrantee may request in writing an extension to submit a report late. Only under extreme circumstances are extensions allowed (e.g. medical emergencies). If an extension request is received on or before the due date of the report, a payment still may be issued upon submission of the report. Staff will contact the subgrantee to discuss the timeline for the extended report and grant payment. Extension requests may be emailed to [kggpapp@ks.gov](mailto:kggpapp@ks.gov).

## **GRANT REPORTING FORMS**

When completing the reporting forms and when contacting the KGGP, subgrantees must use the Grant Project Number provided in the Grant Assurances. The following reports must be completed during the grant project period. All reports must be received on or before the required dates. **Reports received after the due dates are considered non-compliant. Repeatedly late and/or incorrect reports may result in the withholding of grant funds until the subgrantee submits required reports and comes into compliance.** Reports should be e-mailed to [kggpapp@ks.gov](mailto:kggpapp@ks.gov).

### **Financial Status Report (attached form)**

Submit this report within **15 calendar days** after the end of each month. Reported “Period Expenditures” must reflect actual subgrantee cash outlays only; any accrued expenses may be reflected in the report as “Obligations.”

### **Semiannual Grant Project Narrative Report (attached form)**

Submit this report within **15 calendar days** after the end of each reporting period listed below.

<u>Report Period</u>	<u>Due Date</u>
June 1 – December 31, 2020	January 15, 2021
January 1 - June 30, 2021	July 15, 2021
July 1 – November 30, 2021	December 15, 2021

### **Equipment Inventory Form (attached form)**

This report is due 30 days after the date of payment and must be submitted by email to [kggpapp@ks.gov](mailto:kggpapp@ks.gov).

## **GRANT PAYMENTS**

### **Payment Process**

Subgrantees must be enrolled in direct deposit with the State of Kansas. If direct deposit is not currently established with the State of Kansas, or if the subgrantee has a change in banking information at any time during the grant project period, contact the KGGP Grants Specialist for a copy of the proper Authorization for Electronic Deposit form. Subgrantees should receive grant payments within approximately three weeks after the due date of the required report(s). All reports received that are complete, correct, and received by the due date are issued a payment, as long as funds are available and

as long as the subgrantee is in compliance with the grant award. Subgrantees submitting a late, incorrect, or incomplete report will not receive a payment until the next scheduled payment.

### **Reimbursements**

Payments are issued on a monthly reimbursement basis, contingent upon compliance with reporting requirements and availability of federal funds. The reimbursement amount is determined by the period expenditures as reported on the monthly Financial Status Report.

### **Advance Funds**

Subgrantees may request an advance if there is an unexpected or extreme need for grant funds prior to the next scheduled payment. Any advances that are approved must be liquidated by the subgrantee within 10 days of the payment date. To request an advance, a letter must be emailed to the KGGP at [kggpapp@ks.gov](mailto:kggpapp@ks.gov), at which time the following criteria will be considered by KGGP staff:

1. The timeliness and accuracy of all grant reports (both financial and programmatic reports);
2. The amount of funds requested;
3. The approved budget line item for which advance funds are being requested;
4. The need for the subgrantee to receive funds immediately; and
5. The subgrantee's reserve amount and why the reserve cannot be used temporarily.

The subgrantee must address numbers two through five in the written request. The subgrantee will be notified by KGGP staff regarding the decision. If the request for an advance payment is approved, the subgrantee can expect a deposit to be made in approximately five business days.

### **Late Fees/Charges**

Subgrantees are responsible for paying for grant-funded goods and services in a timely manner. Grant funds may not be used to pay late fees, finance charges, interest, or any other costs associated with late or overdue bills. All costs assessed to the subgrantee for late or overdue bills are the sole responsibility of the subgrantee.

## **BUDGET REVISION REQUESTS**

Any modification to the subgrantee's grant award budget must **first** be approved by the KGGP. The subgrantee shall make every effort to submit budget revision requests prior to the effective date of the proposed changes. No budget revision requests will be accepted after September 30, 2021.

### **Revision Request**

A request to reallocate dollars between approved line items in the subgrantee's grant project budget is allowed, provided the change does not affect the scope of the grant project.

The following must be submitted to request a revision:

**Budget Justification** - Submit a request that explains the need for the revision and the amount of grant funds that are reallocated. Budget revisions may only be requested within approved line items; funds cannot be moved into a new line item during the grant project period except under extreme circumstances. The document may be emailed to [kggpapp@ks.gov](mailto:kggpapp@ks.gov).

Grant project funds cannot be used to reimburse mileage expenses in excess of the applicant's approved policy rate or the current federal rate, whichever is lower. If the subgrantee chooses to reimburse at a rate in excess of this amount, the subgrantee should be aware that no grant funds administered by the KGGP can be used to make up the difference.

**Budget Summary Form** - Attach to the Budget Justification a revised Budget Summary Form reflecting the new requested budget. This form must be filled out completely and signed by the subgrantee for the request to be considered.

**Budget Narrative** - Attach to the budget revision request a revised Budget Narrative reflecting the new requested budget.

### **Approval/Denial**

KGGP staff will respond by email to the subgrantee's request within 15 business days. There is no limit to the number of budget revisions a subgrantee can request. However, frequent or repeated requests may raise concerns in regard to the subgrantee's budgeting practices. **No budget revisions may be requested during the final 60 days of the grant project period.**

An approval to allow a budget revision is effective as of the date of the approval. If the subgrantee requires the budget revision to be retroactive or effective on a prior date, then the subgrantee must make that need clear in the original revision request. However, as noted above, it is the policy of the KGGP to require **prior** approval.

## **EQUIPMENT AND CONTRACTS**

### **Equipment**

All equipment purchased with grant funds must be included in the subgrantee's approved budget prior to the purchase. Equipment is defined as assets with a useful life of one year or more and a purchase cost of \$5,000 or more per unit. The subgrantee shall follow its agency written policies and procedures for purchasing equipment, such as purchasing approval, needs assessment, soliciting bids, etc. For each equipment purchase, the subgrantee must submit by email to [kggpapp@ks.gov](mailto:kggpapp@ks.gov) the following information within 30 days of the payment date:

- Description of the equipment;
- Serial number or other identification number;
- Source of the equipment;
- Identification of who holds the title;
- Acquisition date;
- Cost of the equipment;
- Cost charged to grant;
- Percentage of grant fund participation in the cost of the equipment;
- Location of the equipment; and
- Use and condition of the equipment.

An Equipment Inventory Form is attached that includes the requirements listed above. The subgrantee is responsible for maintaining inventory records that can be reviewed at any time by KGGP staff. In

addition, the subgrantee is responsible for providing justification as to the need and use of the equipment. The amount of time the equipment is used for the grant project must be equal to or more than the percentage of the purchase cost that was covered by grant project funds. In some instances, this may require a usage tracking system to be in place.

### **Procurement of Contractual Services**

The subgrantee shall follow its agency's written procurement procedures, provided that the procurement conforms to applicable federal and state law. All procurement transactions, whether negotiated or competitively bid, shall be conducted in a manner that provides maximum open and free competition. Any noncompetitive approach in a procurement contract that would exceed \$250,000 must have specific prior approval.

### **Disposal of Equipment**

For disposal of equipment purchased with CESF funds, the subgrantee shall submit a written request to the KGGP for approval prior to disposition. The request should include the Grant Project Number the equipment was purchased under, name of equipment, date of purchase, purchase price, current fair market value, reason for disposal, and how the equipment will be disposed (i.e. trash, sold, donated, trade-in, etc.).

KGGP staff will respond in writing to the subgrantee's request within 30 days.

## **GRANT PROJECT COMPLIANCE REVIEWS**

Subgrantees are subject to compliance reviews by KGGP staff. Subgrantees are contacted two to three weeks prior to the review. In the interim, a Grant Project Compliance Review Report will be sent indicating the information that is reviewed for the compliance report.

### **Compliance Reviews**

The KGGP staff will conduct a Grant Project Compliance Review. KGGP staff randomly selects three months of financial documentation to be reviewed, to determine if grant project expenditures are approved and allowable. The subgrantee will be required to submit all financial supporting documentation, including a General Ledger from the accounting system. The Compliance Review may be partially conducted via a "virtual" meeting.

### **Completion of Compliance Reviews**

Upon completion of a grant project compliance review, a written report is prepared by KGGP staff and is reviewed and signed by the Administrator. A signed report is forwarded to the subgrantee. Any outstanding issues will be described at the end of the report with corresponding due dates. When the requirements are submitted by the subgrantee and are approved by the KGGP, staff sends an email to the subgrantee verifying the requirements are met. Requirements not submitted by the due date will result in the delay of grant payments. The subgrantee will be notified by email when the review is complete.

Additional random grant project compliance reviews may be conducted throughout the grant year. The subgrantee may be required to submit specific documentation over a designated time period. This review may include financial and/or programmatic/statistical reports, along with the supporting documentation.

## **Confidential Information**

From time to time, KGGP staff will review records that have confidential information in the subgrantee's files. No employee, intern, or volunteer of the KGGP shall request or access subgrantee records that contain personal information of a victim, informant, or employee that is protected under the law. If it is necessary for KGGP staff to inspect grant records that may contain confidential information, such information shall be removed or covered during the inspection. Any specific request to review confidential information will be done in writing and will include the reason for review or inspection of the information.

## **AUDIT REQUIREMENT**

The KGGP requires subgrantees to undergo a financial statement audit by an independent certified public accountant. A financial statement audit must be provided for any subgrantee fiscal period in which grant funds are received and/or expended. A financial statement audit includes the performance of analytical procedures, evaluation of evidence, and provides positive assurance regarding the financial statements presented. **The KGGP does not accept compilations or reviews as substitution for a financial statement audit report.** The subgrantee must follow applicable audit requirements in regard to the completion of a Single Audit as stipulated in Federal OMB Uniform Guidance for Federal Awards, 2 C.F.R. Part 200, Subpart F. Financial statement audit reports shall be completed within nine months from the end of the subgrantee's fiscal year.

Subgrantees that do not provide sufficient information regarding their audit with their grant application will receive a special condition in the Grant Assurances document in order to comply with this requirement.

Government agencies are not required to submit a copy of the completed audit report. However, they must assure that the KGGP has been provided with information on who conducts the audit, when the most recent audit was performed, what period was covered, and where the audit is filed.

## **CLOSEOUT PROCEDURES**

During closeout, KGGP staff evaluates all grant required work performed by the subgrantee. When all work is complete and all necessary follow-up action is taken, the grant file is closed. The following items must be submitted for the grant to be closed.

### **Financial Status Report**

This report is completed monthly, with the final Obligations Financial Status Report due by 11:59 pm, **January 15, 2022**. Staff ensures that the reports were timely, grant funds were expended in accordance with the approved budget, and any excess grant funds were returned to the KGGP.

### **Semiannual Grant Project Narrative Report**

This report is completed semiannually, with the final Grant Project Narrative Report due by 11:59 pm, **December 15, 2021**. Staff ensures that the reports were timely, the subgrantee conducted its grant

project in accordance with approved goals and objectives, and the subgrantee completed the reports in accordance with the instructions provided by the KGGP.

### **Equipment Inventory Form**

This form is completed within 30 days after the date of payment of the equipment purchased with grant funds. Staff ensures all expenditures made in the equipment budget line item have inventory information on file. Equipment is defined as assets with a useful life of one year or more and a purchase cost of \$5,000 or more per unit.

### **Grant Project Compliance Review**

The subgrantee will receive a compliance review. Any issues raised during the compliance review must be resolved before the grant file is closed.

When there are issues preventing the closeout of a grant, the subgrantee is notified in writing via email and requested to take corrective action. After all of the criteria have been satisfied, the grant file is closed and a closeout notice is sent to the subgrantee via email.

Agency Name: \_\_\_\_\_  
 Grant Project Number: \_\_\_\_\_  
 Date: \_\_\_\_\_

<b>BUDGET SUMMARY FORM</b>		
BUDGET CATEGORY	CESF	KGGP USE ONLY
<b>PERSONNEL:</b>		
A. _____		
B. _____		
C. _____		
D. _____		
<b>SUBTOTAL</b>		
<b>FRINGE BENEFITS:</b>		
A. FICA		
B. Unemployment Insurance		
C. Health Insurance		
D. Workers' Compensation		
E. Retirement		
F. Other (Specify) _____		
<b>SUBTOTAL</b>		
<b>TRAVEL/TRAINING:</b>		
A. Local Travel		
B. Training Costs/Conferences		
C. Other (Specify) _____		
<b>SUBTOTAL</b>		
<b>SUPPLIES AND COMMUNICATIONS:</b>		
A. Supplies		
B. Telecommunications		
C. Postage		
D. Printing		
<b>SUBTOTAL</b>		
<b>EQUIPMENT:</b>		
A. Equipment/Other Fixed Assets		
B. Equipment Repair & Maintenance		
<b>SUBTOTAL</b>		
<b>CONTRACTUAL SERVICES:</b>		
A. _____		
B. _____		
C. _____		
<b>SUBTOTAL</b>		
<b>OTHER:</b>		
A. _____		
B. _____		
C. _____		
<b>SUBTOTAL</b>		
<b>TOTAL AWARD</b>		

\_\_\_\_\_  
 Signature of Authorized Certifying Official

## KANSAS GOVERNOR'S GRANTS PROGRAM

LANDON STATE OFFICE BLDG, ROOM 304 N, 900 SW JACKSON, TOPEKA, KS 66612

[kqgpapp@ks.gov](mailto:kqgpapp@ks.gov)

### FIVE MOST HIGHLY COMPENSATED OFFICERS

**Due June 30, 2020**

1. NAME OF SUBGRANTEE AND ADDRESS OF THE <u>PRIMARY PLACE OF PERFORMANCE</u> FOR GRANT PROJECT <span style="color: red;">(must include Zip+4 data)</span>	2. GRANT PROJECT NUMBER  3. <b>SUBGRANTEE 9-DIGIT DUNS NUMBER</b>  <div style="border-bottom: 2px solid red; width: 100%;"></div>
4. GRANT AWARD AMOUNT	5. PHONE NUMBER
6. NAME AND TITLE OF AUTHORIZED CERTIFYING OFFICIAL	

7. In the subgrantee's preceding fiscal year, did the subgrantee receive

(i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); **AND**

(ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards)?

Yes     

No       

8. Does the public have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes     

No       

9. IF the answer to question number 7 is "Yes" **AND** the answer to question number 8 is "No," then the subgrantee must provide the following most highly compensated data:

	Name <sup>1</sup>	Total Compensation <sup>2</sup>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

<sup>1</sup> Provide the names of each of the five most highly compensated executives for the subgrantee's preceding completed fiscal year.

<sup>2</sup> "Total compensation" is defined as the cash and noncash dollar value earned by the executive during the subgrantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (i). Salary and bonus.
- (ii). Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R.
- (iii). Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (iv). Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (v). Above-market earnings on deferred compensation which is not tax-qualified.
- (vi). Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, prerequisites or property) for the executive exceeds \$10,000.

Approved by the Kansas Governor's Grants Program:	Date:
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# KANSAS GOVERNOR'S GRANTS PROGRAM

**CESF**

LANDON STATE OFFICE BUILDING, 900 SW JACKSON, ROOM 304 N, TOPEKA, KS 66612

[kggpapp@ks.gov](mailto:kggpapp@ks.gov)

## FINANCIAL STATUS REPORT

(Due 15 Days After Close of Each Month, or the First Business Day, by 11:59 PM)

The information provided on this report will be used to monitor grantee cash flow.

No further monies or other benefits may be paid out under this program unless this report is completed and filed as required by existing law and regulations.

1. NAME AND ADDRESS OF SUBGRANTEE ORGANIZATION	2. GRANT PROJECT NUMBER	3. VENDOR IDENTIFICATION NUMBER OR FEDERAL EMPLOYER IDENTIFICATION NUMBER	4. FINAL REPORT <input type="checkbox"/> YES <input type="checkbox"/> NO
	5. BASIS OF ACCOUNTING <input type="checkbox"/> Cash <input type="checkbox"/> Accrual	6. PROJECT PERIOD FROM: 06/01/2020 TO: 11/30/2021	7. REPORT PERIOD (MO, DAY, YR) FROM: TO:

### GRANT FUND EXPENDITURES AND OBLIGATIONS BY BUDGET CATEGORY

BUDGET CATEGORY	APPROVED BUDGET	PERIOD EXPENDITURES	TO DATE EXPENDITURES	CARRY-OVER	OBLIGATIONS	FUNDS REMAINING
A. Personnel Expenditures						
B. Fringe Benefit Expenditures						
C. Travel/Training Expenditures						
D. Supplies and Communications						
E. Equipment Expenditures						
F. Contractual Services						
G. Other Expenditures						
H. Total Expenditures						

### CERTIFICATION

CERTIFICATION  I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS REPORT IS CORRECT AND COMPLETE AND REPRESENTS ACTUAL EXPENDITURES OF FUNDS FOR THE PERIOD COVERED AND FOR THE GRANT TO DATE.	AUTHORIZED CERTIFYING OFFICIAL (Type or Print)	TELEPHONE NUMBER		
		AREA CODE	NUMBER	EXT.
	FOR KGGP USE			
	SIGNATURE	DATE	APPROVED BY KGGP	DATE APPROVED

## CESF FINANCIAL STATUS REPORT

(Due 15 Days After Close of Each Month, or the First Business Day, by 5:00 PM)

1. Name and address of subgrantee organization.
2. Grant Project Number--Use the number given to the subgrantee from the Kansas Governor's Grants Program in the Grant Assurances.
3. Vendor Identification Number or Federal Employer Identification Number--City or county vendor number if government subgrantee, or federal employer identification number if not for profit subgrantee.
4. Final Report--Mark "Yes" only when submitting the last monthly Financial Status Report for the entire grant project period.
5. Basis of Accounting--Indicate whether the subgrantee's accounting system is cash or accrual basis for recording transactions related to this grant award.
6. Grant Project Period--Dates of the funding cycle, June 1, 2020 through November 30, 2021.
7. Report Period--Month in which the subgrantee is reporting financial information.

Budget Category:

**All amounts should be rounded off to the nearest whole dollar and no amounts reported should carry a negative balance.**

Approved Budget--List approved grant amount for each budget category, per the Budget Summary Form. This column represents the total grant award. Refer to the Budget Revision Requests policy within the Reporting Requirements to address any changes made to this column.

Period Expenditures--Amount of grant funds spent in each budget category during the month in which the subgrantee is reporting. This includes only cash expenditures, not accruals or obligations incurred.

To-Date Expenditures--Amount of grant funds in each budget category spent since grant project period began including the current reporting period, or the accumulated total of Period Expenditures reported as of this date.

Carry-Over--Any grant funds received but not yet spent, meaning cash on hand at the end of the month. Only a total is required, not a break-down per budget category. This should be zero unless the subgrantee requested and received an advance prior to the report period.

Obligations--Any expense that was incurred during the month in question, but not yet paid. Only report information in this column if the subgrantee uses accrual basis accounting, and only report expenses that will be paid in the next month with grant funds or non-federal match funds.

Funds Remaining--Amount of funds in each budget category that have not been expended or obligated as of this date.

**Total all columns and sign. There must be a signature on the Financial Status Report or it will be returned to the subgrantee organization.**

**KANSAS GOVERNOR'S GRANTS PROGRAM**

LONDON STATE OFFICE BLDG, 900 SW JACKSON, ROOM 304 N, TOPEKA, KS 66612

[kggpapp@ks.gov](mailto:kggpapp@ks.gov)**GRANT PROJECT NARRATIVE REPORT****Due January 15, July 15, and December 15, 2021 by 11:59 PM**

The information provided on this report is used to review progress on the funded grant project. No further monies or other benefits may be paid out under this program unless this report is completed and filed as required by existing laws and regulations. The information in this report is shared with the U.S. Department of Justice, Bureau of Justice Assistance and the Kansas Governor's Grants Program.

1. NAME AND ADDRESS OF SUBGRANTEE ORGANIZATION	2. GRANT PROJECT NUMBER	3. GRANT AMOUNT
	4. REPORTING PERIOD (MM/DD/YYYY)	
	FROM:	TO:
	5. PHONE NUMBER	6. DATE OF REPORT
7. NAME AND TITLE OF AUTHORIZED AGENCY REPRESENTATIVE		8. SIGNATURE

**PLEASE RESPOND TO THE FOLLOWING QUESTIONS. A SEPARATE SHEET OF PAPER MAY BE USED AND ATTACHED, BUT SHOULD NOT REPLACE THIS FORM.**

9. What were the subgrantee's accomplishments within this reporting period?

10. What actions has the subgrantee taken to prevent, prepare for, and/or respond to the Coronavirus?

11. Is the project on track fiscally and programmatically to be completed as outlined in the approved grant application? (Please answer YES or NO. If no, please explain.)

12. What major activities are planned for the next reporting period?

Approved by Kansas Governor's Grants Program:

Date:

**KANSAS GOVERNOR'S GRANTS PROGRAM**

LANDON STATE OFFICE BLDG, 900 SW JACKSON, ROOM 304 N, TOPEKA, KS 66612

[kggpapp@ks.gov](mailto:kggpapp@ks.gov)**EQUIPMENT INVENTORY FORM****DUE WITHIN 30 DAYS OF PAYMENT DATE**

Subgrantees are required to fill out this form if equipment is purchased with any grant funds. Any equipment purchase must be approved as part of the grant award. The definition of equipment is assets with a useful life of one year or more and a cost of \$5,000 or more per unit. The subgrantee shall follow its agency written policies and procedures for purchasing equipment, such as purchasing approval, needs assessment, soliciting bids, etc. This form must be submitted within 30 days of payment by email to [kggpapp@ks.gov](mailto:kggpapp@ks.gov). A copy should also be retained in the subgrantee's grant file.

Name of Subgrantee Organization: \_\_\_\_\_

Grant Project Number: \_\_\_\_\_

Name and Phone Number of individual Completing Form: \_\_\_\_\_

Description of Equipment: \_\_\_\_\_

Quantity Purchased: \_\_\_\_\_

Serial (or other identification) Number: \_\_\_\_\_

Source of the Equipment: \_\_\_\_\_

Identification of Who Holds the Title: \_\_\_\_\_

Acquisition Date: \_\_\_\_\_ Paid Date: \_\_\_\_\_

Location of Equipment: \_\_\_\_\_

New/Used (circle one) Equipment on Date of Purchase. If used, Condition of Equipment: \_\_\_\_\_

Cost of the Equipment: \_\_\_\_\_ Cost Charged to Grant: \_\_\_\_\_

Percentage of Cost Paid for with the Above Referenced Federal Grant Funds: \_\_\_\_\_

The subgrantee agrees that equipment purchased through this grant project will continue to be used for the purpose it was purchased for as long as needed, whether or not the grant project continues to be supported by this grant program. Further, the subgrantee assures that services provided that utilize the equipment purchased by this grant project will continue to be reported to the Kansas Governor's Grants Program annually for as long as the equipment is used.

Entered by Kansas Governor's Grants Program: \_\_\_\_\_

Date: \_\_\_\_\_

Z Vent™

ZOLL®



VENTILATION SIMPLIFIED™

# A PORTABLE VENTILATOR FOR

Z Vent is the ideal transport ventilator designed for both pre-hospital and intra-hospital use. Z Vent offers unmatched durability and portability, delivering a full range of ventilation options in a device that's simple to use.



# EMS AND HOSPITAL

## EASY TO USE – READY WHEN YOU ARE

Z Vent removes the complexity associated with many portable ventilators. Our Smart Help™ technology enables users to quickly resolve an alarm with simple on-screen prompts, a feature only available on ZOLL ventilators, while a Touch, Turn, and Confirm interface makes changing settings quick and easy.

In non-invasive ventilation modes, Z Vent's Apnea Backup feature automatically ventilates patients when spontaneous breathing ceases, while Automatic Leak Compensation adjusts oxygen flow if a mask is ill-fitting.

## PORTABLE – GOES ANYWHERE YOU GO

Weighing just 9.7 pounds (4.4 kg), Z Vent is light and easy to carry. Its internal compressor consumes less than half of the oxygen of many transport ventilators.<sup>1</sup> And with a 10-hour battery, Z Vent ensures you can continue to provide care, even during long transports.

## RUGGED – BEYOND MILITARY STANDARDS

Designed to surpass high military standards, Z Vent is resistant to dust, dirt, jetting water, and challenging weather elements. It has a temperature range of  $-13^{\circ}\text{F}$  to  $120^{\circ}\text{F}$  ( $-25^{\circ}\text{C}$  to  $+49^{\circ}\text{C}$ ) and is proven to withstand a drop from over 1 meter, which allows it to operate at conditions that many hospital or home ventilators are not rated to endure.

## HIGH-QUALITY VENTILATION IN THE MRI SUITE

Many transport ventilators are not designed for use in the MRI. With Z Vent, you can continue to provide high-quality ventilation from the ICU to the MRI Suite without sacrificing your level of treatment to the patient.

<sup>1</sup> [www.ccforum.biomedcentral.com/articles/10.1186/cc4410](http://www.ccforum.biomedcentral.com/articles/10.1186/cc4410). Accessed 7 Dec. 2017.





## A STANDARD FOR EMS

Like everything else medics carry, ventilators must stand up to the tough physical demands of the EMS environment. With enhanced durability, Z Vent sets the standard for ruggedness.

Parameter	Z Vent Rating
Operation Temperature Range	-25° to 49° Celsius (-13° to 120° Fahrenheit)
Ingress Protection—Extreme Dust	Surpasses Mil Standard 810F (Test Method 510.4, Procedure 1)
Ingress Protection—Extreme Rain	Surpasses Mil Standard 810F (Test Method 506.4, Procedure 1)
Crash Testing	20g
Drop Testing (with carry case)	26 drops from 120 centimeters (48 inches) on all surfaces.

# VENTILATION SIMPLIFIED™



**EASY TO USE**



**PORTABLE**



**DURABLE**



## Z VENT — VENTILATION SIMPLIFIED™

### DESIGNED WITH YOUR BUDGET IN MIND

The economical Z Vent can lower your costs from the use of disposable CPAP sets, even when you provide treatments only a few times per week. Z Vent is a valuable solution that can upgrade your airway management to BL mode for enhanced patient comfort.

## ZOLL MEDICAL CORPORATION

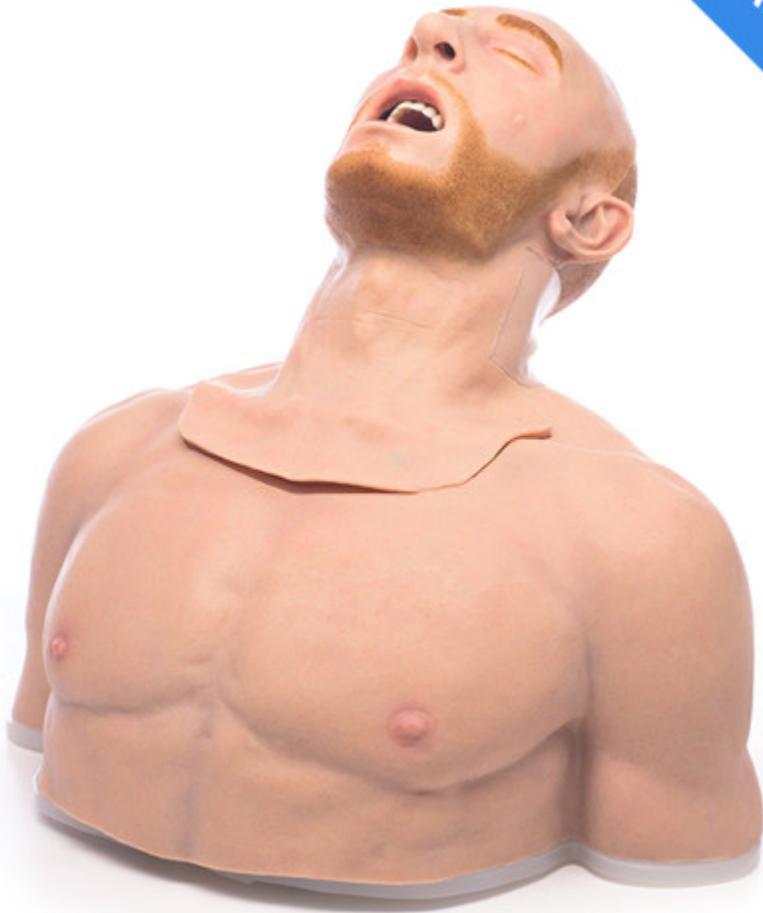
An Asahi Kasei Group Company | 269 Mill Road | Chelmsford, MA 01824 | 978-421-9655 | 800-804-4356 | [www.zoll.com](http://www.zoll.com)

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MCN CRP 1810 0066

For subsidiary addresses and fax numbers, as well as other global locations, please go to [www.zoll.com/contacts](http://www.zoll.com/contacts).

# ZOLL®



CAUCASIAN



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**June 25, 2020**

**Department** Administration

**Director Approval** Kelly Passauer

**AGENDA ITEM** Consider setting a Special Meeting on July 7, 2020 at 3:30 PM for a joint worksession with the Economic Development Advisory Board.

**SUMMARY RECOMMENDATION** Set a Special Meeting for July 7, 2020 at 3:30 PM

**BACKGROUND** At the June 2, 2020 Economic Development Advisory Board (EDAB) meeting it was requested that the City Commission meet in a joint session to discuss a proposed business incentive policy at their next monthly EDAB meeting.

**BUDGET IMPACT** N/A

**SUGGESTED MOTION** I move to set a Special Meeting on July 7, 2020 at 3:30 PM for a joint worksession with the Economic Development Advisory Board.

**SUPPORTING DOCUMENTS** N/A



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**June 25, 2020**

Department Administration

Director Approval Kelly Passauer

**AGENDA ITEM** Consider a Sesquicentennial Proclamation proclaiming July 25, 2020 as Independence Sesquicentennial Day, and July 4, 2020 through July 4, 2021 as the Year of the Independence Sesquicentennial.

**SUMMARY RECOMMENDATION** Authorize the Proclamation.

**BACKGROUND** The Sesquicentennial Committee has requested that the Mayor proclaim July 25, 2020 as Independence Sesquicentennial Day, and July 4, 2020 through July 4, 2021 as the Year of the Independence Sesquicentennial.

**BUDGET IMPACT** N/A

**SUGGESTED MOTION** I move to proclaim July 25, 2020 as Independence Sesquicentennial Day, and July 4, 2020 through July 4, 2021 as the Year of the Independence Sesquicentennial.

**SUPPORTING DOCUMENTS** Proclamation

# *Sesquicentennial Proclamation*

Whereas: The original settlement known as Hay Town was settled in 1869, and

Whereas: This settlement was later named Independence and incorporated on July 25, 1870, and

Whereas: Through the diligence of many of our early settlers, businesses and services were created that contributed to the success of the budding community, and

Whereas: The prosperity and development that the city has enjoyed is a direct reflection of the leadership shown by its elected officials and business owners over the past 150 years, and

Whereas: The future success and prosperity of Independence is assured through the determination, strength and heart of her citizenry, and the honest and faithful stewardship of current and future city officials, and

Whereas: The Sesquicentennial Committee has been planning the 150th anniversary since late 2019, and

Whereas: The Mayor and City Commission of Independence recognize the efforts of the Sesquicentennial Committee which has planned activities for July 4, 2020 through July 4, 2021, and

Now Therefore: I, Leonhard Caflisch, current Mayor of the City of Independence, do hereby proclaim July 25, 2020 the official

***Independence Sesquicentennial Day.***

Further: I proclaim July 4, 2020 through July 4, 2021 the

***Year of the Independence Sesquicentennial,***

and encourage all citizens to join with the Independence Sesquicentennial Committee to celebrate the history of Independence, Kansas.

\_\_\_\_\_  
LEONHARD CAFLISCH, MAYOR

\_\_\_\_\_  
DATE SIGNED



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**June 25, 2020**

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**Department** Dept. of Safety – Floodplain

**Director Approval** David Cowan

**AGENDA ITEM** Consider scope of work to bid clearing out Whiskey Creek drainage way from Pine south to Cherry Street.

**SUMMARY RECOMMENDATION** City Staff is recommending approving a scope of work to bid out Whiskey Creek Channel Maintenance

**BACKGROUND** City of Independence is requesting approval of a scope of work to seek bids for the maintenance of Whiskey Creek from Pine Street and Cherry Street. The purpose of this maintenance is to remove downed trees, debris, and driftwood within 25’ of the centerline of the creek. Work will include removing silt and replacement of the allowable amount of rip rap in the creek. Shawn Turner and Mike Passauer will be present to answer any questions the Commission may have.

**BUDGET IMPACT** \$50,000 was budgeted in 2020 for Whiskey Creek drainage maintenance. The project is being bid in sections in the event that the total project exceeds budgeted funds, and other sections may be completed if additional funds become available either this budget year or in future budget years for this work.

**SUGGESTED MOTION** I move to approve the scope of work and authorize City staff to bid clearing out Whiskey Creek drainage way from Pine south to Cherry Street.

**SUPPORTING DOCUMENTS** Scope of Work prepared by TranSystems

## **General Scope of Work**

### **Whiskey Creek Channel Maintenance**

Section 1: Pine Street to Laurel Street

Section 2: Laurel Street to Walnut Street

Section 3: Walnut Street to Cherry Street

The work shall be completed in accordance with the US ACE Nationwide Permit criteria for channel maintenance. The Contractor shall review NWP requirements prior to proceeding with work. The scope of work includes:

1. All work performed below the ordinary water level shall only be performed by rubber tired equipment and in such a manner to minimize soil erosion. Track equipment may be used for work above the ordinary water level.
2. Remove downed trees, debris and driftwood within 25 feet each direction from the center line of the creek. Leave live trees in place, except for as designated in (3) below.
3. In the channel itself, cut and remove trees that are within the channel (below the ordinary water mark). Leave root balls in place, with stumps cut level with ground. Leave trees in place above ordinary water mark. For live trees within 25 feet of center line of creek, trim branches of trees to within 3 feet above existing ground.
4. Remove accumulated silt, but no more than 25 CY of material. OWNER and ENGINEER will assist in identifying 25CY of silt material to be removed to provide the most benefit.
5. Place 10 CY of rip rap at locations below the ordinary water level at selected by the OWNER and ENGINEER (no more than 1 CY for 1 LF)
6. Place 10 Cy of rip rap above ordinary water level at areas designated by OWNER and ENGINEER.
7. On Site burning will not be allowed. Removal and disposal of all trees and silt shall be the sole responsibility of the Contractor.
8. Less than 1 acre of area is to be disturbed by the project. The Contractor shall follow best management practices to minimize soil disturbance.
9. The Contractor is responsible for obtaining access to the channel, and for repairing any areas disturbed during operations. Surface repair shall restore the area to a condition equal to the pre-project condition.
10. The contractor is responsible for obtaining pre-project video imagery of the project location and access points.



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**June 25, 2020**

**Department** Administration

**Director Approval** Kelly Passauer

**AGENDA ITEM** Consider Requests for Qualifications for Engineering Services for EDA Grant for Whiskey Creek Drainage Improvements (Sycamore Street & 20th Street).

**SUMMARY RECOMMENDATION** Authorize selecting an engineering firm.

**BACKGROUND** On May 28, 2020 the City Commission authorized City staff to solicit qualifications for engineering services. Once an engineering firm is selected an application can be prepared along with an official cost estimate and preliminary engineering report for this project. City staff received four applications by the due date of June 18, 2020. A subcommittee consisting of the City Manager, Director of Finance, Director of Safety and Code Enforcement, and Public Works Director reviewed the submissions and assigned the following point values based on 100 points maximum possible:

EBH Engineering	85
Midwest Engineering Group, LLC	79
PEC	94
TranSystems	95

**BUDGET IMPACT** 20% of the total project plus any additional costs not covered by the grant.

**SUGGESTED MOTION** I move to select TranSystems to perform engineering services related to an EDA grant for Whiskey Creek drainage improvements in the area of Sycamore and 20th Streets.

**SUPPORTING DOCUMENTS**

1. Request for Qualifications
2. RFQ's Received



May 28, 2020

Project: EDA Grant for Whiskey Creek Drainage Improvements

City: Independence – Sycamore Street & 20th Street

To whom it may concern:

For special qualifying projects developed under local jurisdiction, the U.S. Economic Development Administration (EDA) has established a process where cities/counties have the option of hiring a consultant to perform certain engineering services. In order to carry out our construction program, we must augment our staff by soliciting interest from consulting firms to perform the construction engineering duties on the above noted project(s) to include preliminary cost estimates, preliminary engineering report and construction engineering services. If your firm is interested in being considered for this project, you must respond by June 18, 2020, 2:00 p.m. Submittals may be sent via email to [KellyP@IndependenceKs.gov](mailto:KellyP@IndependenceKs.gov), or by hard copy.

We intend to follow the procedures stipulated in federal regulations 23 C.F.R. 172 in our selection and negotiation with a consultant. We expect to execute an agreement with a consultant and EDA for the construction engineering. Attached for your review is detailed information describing the project(s) for which we are soliciting interest from consultants. We have also provided the criteria on which the evaluation of firms will be made.

With your letter of reply you should include the following information relative to the category of work proposed with a limit of ten (10) pages per category:

1. A copy of the current Consulting Engineer Qualifications and Questionnaire
2. A signed and notarized copy of the Certification by Prospective Participants as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgements (Attachment 5B)
3. Capabilities of the firm
4. List of qualified personnel including work history
5. Office locations
6. References
7. Other pertinent information

From those firms expressing interest, the City will contact the most qualified consultants (no fewer than three, no more than five) with specific project details. Firms not selected will be notified by letter. A Negotiation Committee will review the qualifications of the firms and select one with which to begin negotiating a contract. (Note: The Negotiating Committee may desire to obtain additional information from the interested firms). After a proposal has received our approval, the remaining firms will be notified by letter. This proposal will be submitted to EDA for approval and preparation of an agreement.

Sincerely,

*Kelly Passauer*

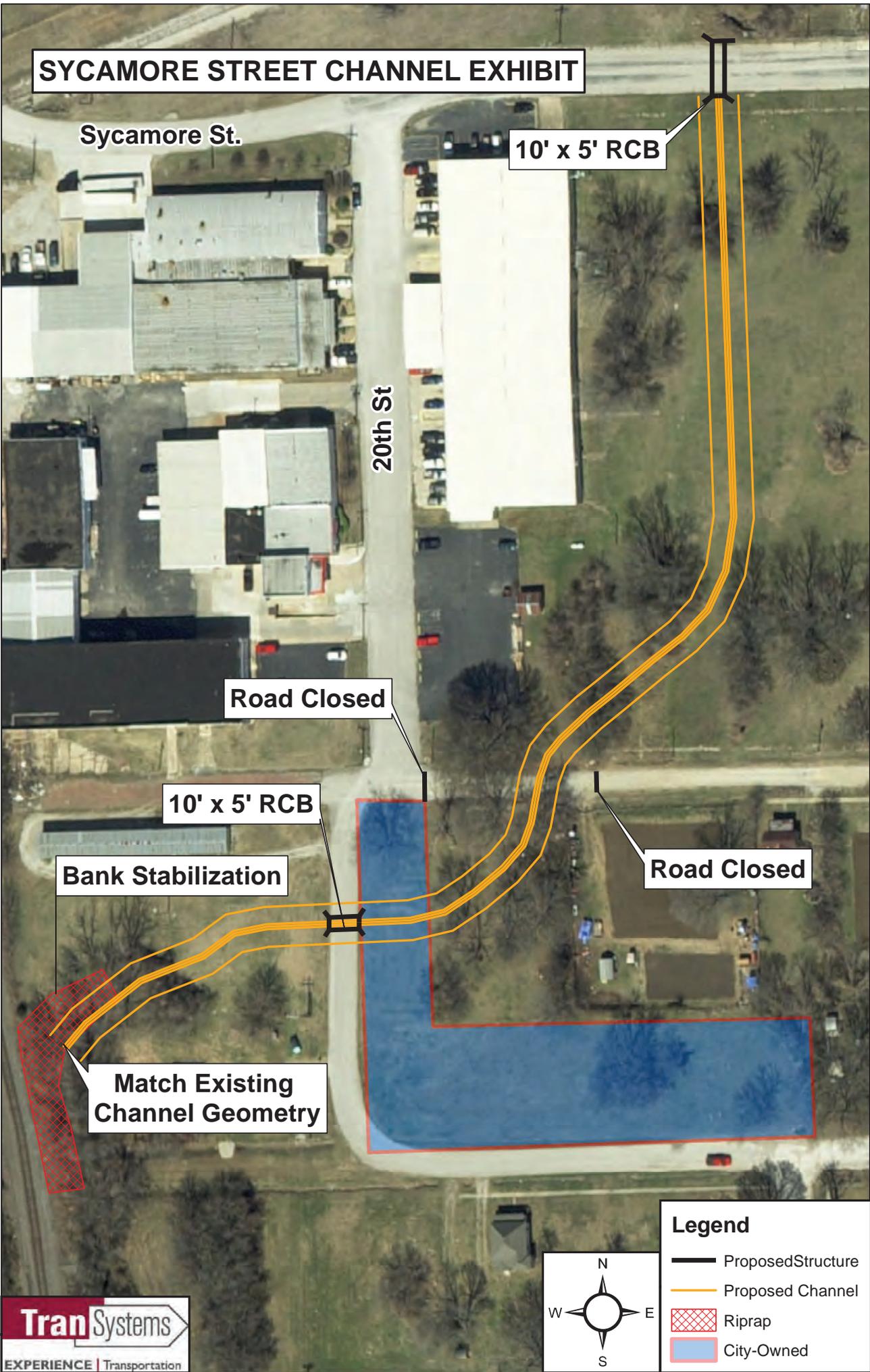
Kelly Passauer, CPM

Acting City Manager/Zoning Administrator

811 W. Laurel Street

Independence, KS 67301

# SYCAMORE STREET CHANNEL EXHIBIT



Note: This is a preliminary drawing and the final project may include an additional box culvert in lieu of closing the road.

ENGINEERING SUPPLEMENTAL  
DATA SHEET

1. City: Independence, Kansas
  
2. Project No.: Whiskey Creek Drainage Improvements
  - a. Project Location: \_\_\_\_\_
  - b. Scope of Work: \_\_\_\_\_
  - c. Project Length: \_\_\_\_\_
  - d. Estimated Letting Date: \_\_\_\_\_
  - e. Estimated Number of Contractor Working Days: \_\_\_\_\_
  
3. References that are the normal control for the Construction Engineering:
  - a. Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation (2015 Edition).
  - b. Construction Manual
  - c. Forms and Documentation Manual
  - d. Plans, Construction Contract Proposal, and Special Provisions
  
4. Constructon Engineering duties will include on-site inspection, on-site testing, and contract administration for the project unless specifically noted.
  - a. All inspection personnel must be EDA Certified at the appropriate level.
  - b. A laptop computer is to be furnished by the consultant for their use in Construction Management System (CMS) administration.
  - c. Construction Staking is to be performed by:  
  
Contractor  Consultant  City/County  Not Applicable   
in accordance with the Plans (See Summary of Quantities Sheet).
  
5. The provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Executive Order 12898 (1994) (and any amendments to each) will apply to all firms and will be included as part of the Agreement.
  
6. Worker's Compensation Insurance will be required for the Consultant's personnel assigned to the project.
  
7. The Consultant's accounting system must provide:
  - a. Valid, reliable, and current costs to support the firm's cost and pricing data.
  - b. A means of measuring the reasonableness of incurred costs.
  - c. Identifiable and accumulative allowable cost by contract or project records which will reconcile with the general ledger.
  - d. Supporting documentation of actual expenditures for each billing, based on costs.

Certification by Prospective Participants as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments

\_\_\_\_\_

President, Chairman, or Authorized Official

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, \_\_\_\_\_

\_\_\_\_\_

Agency or Company

or any person associated therewith in the capacity of \_\_\_\_\_

\_\_\_\_\_

Owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds.

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years; does not have proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years;

Exceptions \_\_\_\_\_

\_\_\_\_\_

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

\_\_\_\_\_

Providing false information may result in criminal prosecution or administrative sanctions.

Sworn to before me, a Notary Public in and for the City of Independence, State of Kansas this \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_  
Signature

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

My Commission expires \_\_\_\_\_

## Selection Committee Report

Project Number: Whiskey Creek Drainage Improvements

City: Independence, Kansas

Criteria <sup>1</sup>	Weight amt. (100 pts max) <sup>2</sup>	Name of Consulting Firms				
Ability to perform the desired services within the time prescribed						
Past performance of firm						
Training of staff						
Previous experience with similar work and knowledge of EDA project procedures						
Commitment of resources that could limit performance (ex. staff, equipment)						
Firm's familiarity with project area						
Accessibility of firm's office (10 pts max allowed)						
Totals						
Ranking						

<sup>1</sup>City/County may use alternate criteria if approved by the EDA prior to starting review process

<sup>2</sup>City/County must determine maximum amount possible for each category based upon its importance to project (see sample below)

Note: Accessibility of firm's office may be a maximum of 10 points or 10% of total points.



# City of Independence

## Whiskey Creek Drainage Improvements STATEMENT OF QUALIFICATIONS

JUNE 2020





June 18, 2020

Kelly Passauer  
Acting City Manager/Zoning Administrator  
City of Independence  
811 W. Laurel Street  
Independence, KS 67301

Dear Ms. Passauer,

Thank you for the opportunity to present our qualifications to serve the City of Independence on your Whiskey Creek Drainage Improvements project. Our experienced team is your most qualified partner to provide preliminary cost estimates, a preliminary engineering report, survey services, engineering design services, and construction engineering services to complete a successful project.

If you have any questions or desire any additional information, please do not hesitate to contact me. We look forward to working with you on this project.

Helping You Prosper + Grow,



Paul Stoner, Project Manager  
PaulS@EBHengineering.com  
620.325.5000





## **TABLE OF CONTENTS**

Firm History .....	1
Firm Qualifications .....	2
Project Team .....	3-6
Project Experience.....	7-9
References.....	10
Selection Criteria .....	11
Site Visit Pictures.....	12
Certification by Prospective Participants as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments.....	13

Helping Clients Prosper + Grow

Evans-Bierly-Hutchison & Associates, P.A.



# Firm History and Qualifications

**EBH & Associates, PA**  
214 S. 4th Street  
PO Box 267  
Neodesha, KS 66757

**Primary Contact:**  
Paul Stoner  
620.325.5000  
PaulS@EBHengineering.com

***“EBH cares about their clients and keeping their best interest at heart. I enjoyed working with EBH and would recommend working with their team.”***

Bob Churchwell, former  
City Administrator,  
City of Burlington, CO

GREAT BEND

CIMARRON

GOODLAND

NEODESHA

PRATT

HILLSBORO

MARION

## HISTORY & PROFILE

Robert Evans and Gail Bierly established Evans & Bierly Engineers in Great Bend in 1951, with Stuart Hutchison joining in the mid-1960's to form EBH (Evans-Bierly-Hutchison) & Associates, PA. Over the past 69 years, we have continued to grow and develop throughout the State of Kansas strategically adding offices where our clients need us most. Over these years we have provided the highest level of engineering, surveying, and planning services to our private, industrial, municipal, and state government clients.

With seven office locations across Kansas we pride ourselves on continuing to offer our clients personal attention, coupled with the highest echelon of technology and state-of-the-art design. Our staff includes qualified professionals licensed in Kansas, as well as state and nationally certified inspectors. EBH specializes in engineering for rural Kansas communities, assisting with day-to-day engineering needs, as well as completing extensive public works improvement projects.



## TECHNICAL QUALIFICATIONS & CAPABILITIES

EBH is a full service engineering firm with a long history of successfully planning, designing, and overseeing construction of stormwater projects. In addition to stormwater projects, we also have expertise in Transportation, Water, Waste Water, Land Development, and Community Enhancement projects. We are capable and experienced with projects varying from several thousand to ten million plus dollars.

Our design team's experience includes multiple stormwater drainage improvement projects. We will use this experience to help utilize the City's EDA grant dollars effectively and properly.

EBH staff keeps up-to-date through involvement in numerous professional organizations, attendance of professional seminars and through certifications for KDOT and CDOT inspection, CDOT Traffic Control, ACI field testing, and OSHA Workplace Safety.

We utilize the latest technology, including AutoCAD 2017 Civil3D design suite software, GPS and robotic survey equipment, nuclear density soil gauges, and a 3D mapping drone.

# Firm Qualifications

## TECHNICAL QUALIFICATIONS & CAPABILITIES (Continued)

EBH has won numerous other state and national awards for roadway and water systems engineering, from the American Concrete Pavement Association, the Kansas Asphalt Pavement Association, the American Council of Engineering Companies of Kansas, and KDOT Partnering.

Several EBH projects have been featured in KRWA *Lifeline* magazines and have also been featured in nationally distributed *Stormwater* magazine.

## QUALIFICATIONS & EXPERIENCE

While we understand that a local project funded through the U.S. Economic Development Administration would not require design or construction engineering to follow Kansas Department of Transportation guidelines, standards and procedures, the following information is included to provide you with insight to EBH Engineering's qualifications and project experience that would be applied to your project.

EBH is KDOT prequalified for major and minor facility design, surveying, and inspection/testing, among others categories. We also have an "As-Needed Agreement for Engineering and Technical Services for Local Public Authority (LPA) Projects" with KDOT, allowing us to perform construction engineering services on KDOT funded local projects without the local entity having to carry out a consultant selection process.

Since 1990 EBH has completed over **100** KDOT funded projects for municipalities and counties. EBH is well versed in the procedures for local project development.

EBH staff includes nine KDOT certified inspectors, some of which are placed full time on projects, while others are available for short duration projects and fill-in assignments.

## PROXIMITY & FAMILIARITY

This project will be managed from our Neodesha office. Our proposed Project Manager has made a site visit to the project area to become acquainted with the opportunities and challenges this project will present. With offices located throughout rural Kansas, not only do we work here, *we live here*. This allows us to provide a unique perspective with an understanding of local issues and a level of concern that is unmatched.

***I would recommend working with the team at EBH, because, they are honest, knowledgeable, and reliable."***

Jeff Acton, City of Cimarron



# Your Team

EBH has developed a team that will meet the needs of the City of Independence through our experience, familiarity, and proximity. Our Project Manager, Paul Stoner, will be based out of EBH's Neodesha, Kansas office location. Darin Neufeld, PE will serve as Lead Design and Construction Engineer on the project. As manager of EBH's Hillsboro and Marion offices, Darin brings to the project extensive experience with drainage projects, and experience *living and working* in rural Kansas. Darin will utilize his experience, that of his office's staff, as well as the collective resources of the entire EBH staff to meet all needs of the project and ensure the best use of grant funds.

The following pages include the EBH professionals which are anticipated to be involved in the project.



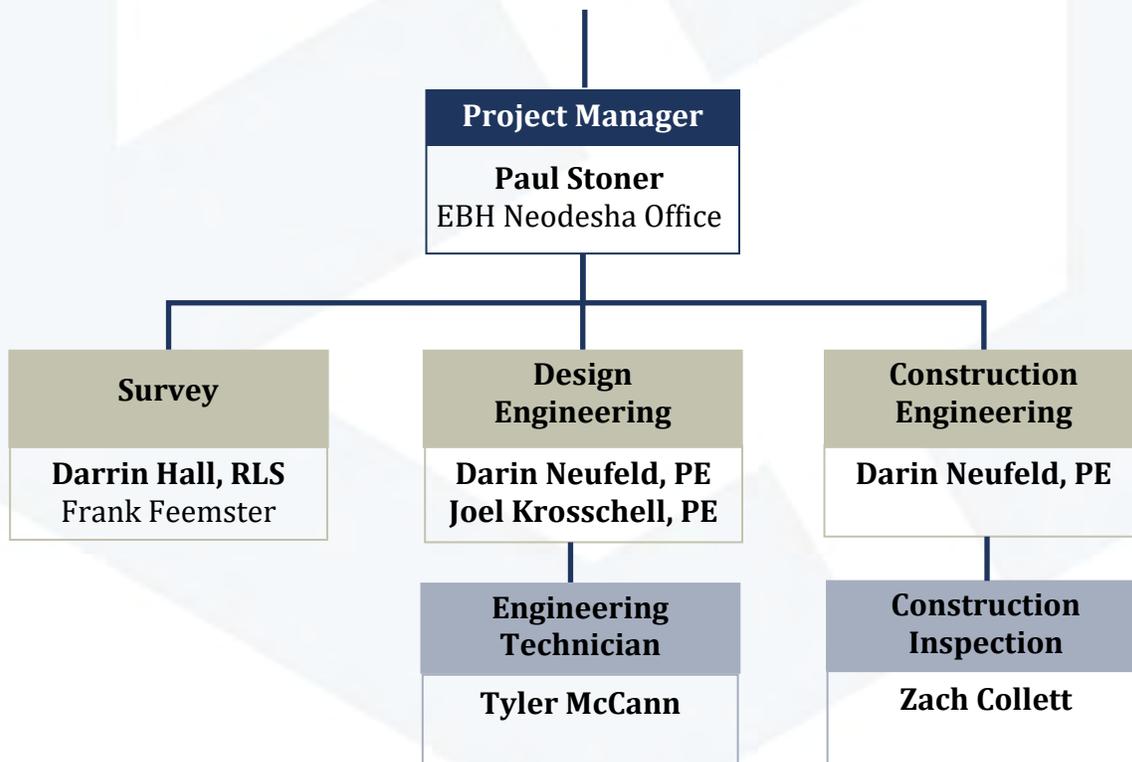
Paul Stoner  
Project Manager



Joel Krosschell, P.E.



Darin Neufeld, P.E.



# Your Team

## **DARIN NEUFELD, PE** **Lead Design Engineer**

As a Vice-President of EBH, Darin has over 27 years experience in all aspects of Civil Engineering. Darin manages and provides planning, design, and construction engineering for both structural and airport projects company-wide. Darin is also performs general municipal engineering, with management of street, highway, subdivision, stormwater, utility, sanitary sewer, and water system improvements. Darin also has extensive experience around the world engineering structures, pavements, drainage, water distribution, water wells, water treatment, and sanitary sewer collection and treatment during his time as Lieutenant Colonel in the United States Air Force. Darin serves as the on-call engineer for the cities of Marion, Hillsboro, Lincolnville, Clifton, Burns, and the airports at Oakley, Goodland, Scott City, Cimarron, Anthony, Marion, and Hillsboro.

Darin's key project experience includes:

- Marion County – 290th & Nighthawk Drainage Study and Improvements
- Hillsboro – North Streets Drainage Study & Improvements
- Marion County – 330th & Chisholm Trail Box Bridge Replacement
- Marion – Clear Creek Bank Stabilization
- Marion – Clear & Mud Creek Drainage Study & Improvements
- Hillsboro – Adams Street Drainage Study & Improvements
- Hillsboro – US-56 & Industrial By-Pass & Turn Lanes
- Grant Programs from the FAA, KDOT Aviation, KDOT Highway, KDOT Transportation Alternatives (TA), KDOT Economic Development, KDOT Cost Share, KDHE, USDA, & CDBG

## **JOEL KROSSCHELL, PE** **Storm Water Design Engineer**

As a Vice-President of EBH, Joel has over 27 years of experience in the planning, design and construction management of highways, streets, subdivisions, bridges, stormwater, and utility improvements. In addition to his planning, design and construction management responsibilities, he provides technical input in the development of city comprehensive plans, drainage plans, and environmental assessments. Joel is especially experienced with KDOT funded projects and provides specialized transportation and drainage design for EBH company-wide. As manager of EBH's southwest Kansas office, Joel also serves as the primary contact and manager for EBH's on-call relationships with the cities of Cimarron, Montezuma, Elkhart, Holcomb, Spearville, WaKeeney, Lakin, as well as Finney County Drainage Districts 1 and 2.

Joel's key project experience includes:

- Coldwater Drainage Study
- Finney County Drainage District No. 2 Drainage Study
- Leoti Drainage Study
- Ellinwood Culvert System Reconstruct and Drainage System
- Pratt Maple Street RCB
- Lakin Drainage System Upgrades
- Elkhart US 56 Geometric with RCB Extensions



**Education**  
B.S. Architectural Engineering  
Kansas State University

**Registrations**  
Professional Engineer  
Kansas & Colorado

**Experience**  
27 Years total (EBH 22 Years)

**Certifications**  
KDOT Inspection  
ACI Concrete Testing  
Right of Way Certification



**Education**  
B.S. Architectural Engineering  
Kansas State University

**Registrations**  
Professional Engineer  
Kansas & Colorado

**Experience**  
27 Years total (EBH 26 Years)

**Certifications**  
KDOT Inspection  
ACI Concrete Testing  
Right of Way Certification

# Your Team



**PAUL STONER**  
**Project Manager**

As the Office Manager of the EBH Neodesha office, Paul works extensively with communities throughout Kansas on projects funded by the Kansas Department of Transportation's Transportation Alternatives (TA) program and Safe Routes to School (SRTS) program. He has worked with city officials and city appointed task groups to prepare grant applications for projects in both the Pedestrian and Bicycle Facility and Scenic and Environmental categories in the TA program. EBH has achieved an outstanding success rate for their clients in this program. Other work has ranged from development of feasibility studies and reports of findings to completion of detailed construction drawings and contract documents for diverse municipal projects. Related project design and management experience includes:

- City of Hugoton - Hugoton Downtown Streetscape
- City of Leavenworth - Downtown Streetscape Project
- City of Scott City - Downtown Visual Enhancement Project
- City of Dighton - Dighton Downtown Streetscape Project
- City of Elkhart - Whistle Stop Park Trail Project
- City of WaKeeney - WaKeeney Downtown Streetscape Project
- City of Neodesha - Safe Routes to School
- City of Hillsboro - Safe Routes to School
- City of Cimarron - Safe Routes to School
- City of Hugoton - Safe Routes to School

**Education**

B.S. Architectural Engineering  
Kansas State University

**Experience**

28 Years  
18 Years with EBH

**Certifications**

KDOT Right of Way Certification



**DARRIN HALL, RLS**  
**Survey Manager**

As the senior survey manager for EBH, Darrin has over 20 years of surveying experience, working a variety of projects throughout Kansas, Missouri, and Oklahoma. He has planned, researched and performed Static and Rapid Time Kinematics (RTK) field surveys for various highway, street, bridge, drainage, stormwater, and airport projects. Darrin has conducted a wide variety of topographic, boundary, and right-of-way surveys. Darrin is responsible for contact with design engineers, clients, and daily project survey needs. Darrin and his survey crew have extensive experience throughout Kansas.

**Registrations**

Registered Land Surveyor  
Kansas, Missouri,  
Arkansas

**Experience**

26 Years  
6 Years with EBH

# Your Team

## ZACH COLLETT

### Engineering Technician/Inspector

As an Engineering Technician and Inspector for EBH, Zach Collett is responsible for project development, estimating, CAD generation, field data collection, inspection, testing, and documentation. He spent the 2 years prior to coming to EBH as the Field Construction Engineer for Hensel Phelps Construction in Fort Collins, Colorado. During this time, he worked closely with the project owner, engineers, architects, as well as managed the coordination of the many subcontractors working on the project to ensure the adherence of the tight specifications and timelines for the project. Prior to this, Zach spent 5 years in the Navy as a submarine communications technician.

Zach's key Project Experience includes:

- Marion KLINK—K256 Mill/Overlay
- Microsoft CYS05 Data Center Field Construction Engineer—Cheyenne, Wyoming
- Hillsboro Street Improvements—Waterline Streets Replacement
- Hillsboro Street Improvements—East Grand, Washington, Lincoln and Jefferson Streets Replacements
- Marion Coble Street Addition Sanitary Sewer Extension and Drainage Improvements



**Zach Collett**

#### *Experience*

3 Years  
1 Year with EBH

#### *Certifications*

KDOT Inspection  
ACI Inspection

## TYLER MCCANN

### Engineering Technician

As a CAD Design Technician with over 8 years of experience, Tyler will provide drafting and modeling services on the project. Tyler has experience in mapping, creating computer models for project design, calculating quantities, and creating construction plans.

He has been involved in producing plan sets for a wide range of design projects, including wastewater treatment facilities, water treatment facilities, water supply systems, wastewater collection systems, drainage improvements and street reconstruction. Tyler has extensive experience with KDOT project plan development and is the company's leading expert in AutoCAD Civil 3D modeling.



**Tyler McCann**

#### *Education*

A.S., Drafting Technology  
Cowley County C.C.

#### *Experience*

8 Years

# Project Experience

## HILLSBORO NORTH STREETS DRAINAGE IMPROVMENTS 2019

The City of Hillsboro partnered with EBH to complete 40 blocks of street replacement within the city.

- Utilized local bonding
- Reconstructed approximately 40 blocks of street
- Included 3 new RCB cast in place structures
- Construction cost of \$3.2 million
- EBH performed design, construction engineering and testing services



## LAKIN DRAINAGE—2019

EBH helped the City of Lakin complete the installation of 700 feet of drainage pipe.

- Work included storm pipe, concrete slope protection, inlets and manholes
- Construction cost of \$140,000
- EBH performed design and construction engineering services for the City



## ELLINWOOD CULVERT—2018

The City of Ellinwood partnered with EBH to construct drainage improvements on the perimeter of the City.

- Steel Arch Culverts
- 42" RCP with inlets, end sections and manholes
- Construction cost of \$130,000
- EBH performed design and construction engineering services for the City



# Project Experience

## MARION COUNTY 330th ROAD—2017

Marion County partnered with EBH to completely rehabilitate an 8 mile section of 330th Road, from K-15, west to the McPherson County Line.

- Project reconstructed the entire roadway with new base and asphalt surface
- Project included the replacement of a box culvert at the intersection of Chisholm Trail and 330th
- Construction cost of \$2.2 million
- EBH performed design, construction engineering and testing services



## HILLSBORO ADAMS STREET IMPROVEMENTS—2012

EBH helped the City of Hillsboro secure local bond funding to reconstruct a 0.5 mile section of Adams Street from US56 to the High School.

- Project included new base with concrete surface roadway, curb & gutter, inlets, piping and 2 RCB's
- Alleviated drainage ditches along roadway edges by adding curb & gutter
- Construction cost of \$890,000
- EBH performed design, construction engineering and testing services



## ELKHART US56 GEOMETRIC IMPROVEMENTS—2018

EBH helped the City of Elkhart secure a KDOT Geometric Improvement project. A section of this project included extending the existing RCB to meet new design requirements.

- Completed highway turning lanes and widened city street access off of highway
- Included extending RCB and adding curb & gutter
- Construction cost of \$536,500
- EBH performed grant application, design and construction engineering services for the City



# Project Experience

## Project Highlight Pratt Maple Street RCB

The City of Pratt utilized local funding and retained EBH for professional services to add a drainage structure over Sandy Creek to open a new connection from K61 to the City.

- 4 Cell 18 foot by 6 foot by 40 foot RCB
- Total construction cost \$190,000
- EBH performed project planning, cost estimating, design services, and construction engineering services on behalf of the City



# References

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Please feel free to contact any of these references, as well as any other communities listed on our experience pages to discuss our dedication, reputation, ability to meet schedules and budgets, and the *quality* of our work.

**Roger Holter, City Administrator**

City of Marion  
620.382.3703  
roger@marionks.net

**Larry Paine, City Administrator**

City of Hillsboro  
620.947.3162  
LPaine@cityofhillsboro.net

**Michael Heinitz, City Administrator**

City of Lakin  
620.355.6252  
lakinca@gmail.com

**Chris Komarek, City Administrator**

City of Ellinwood  
620.564.3161  
ckomarek@cityofellinwood.com

*“EBH is always willing to jump in and help with any project, not just with the design but onsite, too. They have knowledgeable, reliable staff that quickly respond when we need something and produce quality civil engineering services to our city. They have good, quality people that we enjoy working with on our projects*

Gerry Bieker, former City Manager,  
City of Goodland

*“When we had questions and didn’t know what to do, we would call them to ask them for advice and guidance. We would highly recommend working with EBH on your next project.”*

Carol Sibley, City of Minneola

# SELECTION CRITERIA

## **ABILITY TO PERFORM THE DESIRED SERVICES WITHIN THE TIME PRESCRIBED**

While our clients certainly keep us busy, our current and projected workload is such that EBH can ensure our performance within the time frame prescribed to meet the City of Independence and EDA's schedule requirements. EBH will begin work immediately upon approval by the City of Independence and EDA.

## **PAST PERFORMANCE OF FIRM**

EBH Engineering has not done any previous engineering design work for the City of Independence. As you can see from our related project experience and references contained herein, we conduct our work in a professional manner, providing innovative design and construction engineering within the project timeline.

## **TRAINING OF STAFF**

Please refer to our Project Team pages for individual team member's education, professional licensing, and certification information. EBH staff keeps up-to-date through involvement in numerous professional organizations, attendance of professional seminars and through certifications for KDOT and CDOT inspection, CDOT Traffic Control, ACI field testing, and OSHA Workplace Safety.

## **PREVIOUS EXPERIENCE WITH SIMILAR WORK AND KNOWLEDGE OF PROJECT PROCEDURES**

The similar work is being shown on the pages in this document labeled Project Experience.

## **COMMITMENT OF RESOURCES THAT COULD LIMIT PERFORMANCE**

We have the survey and design staff in house to get started on this project and keep it on track for the City of Independence. Upon award of this project to EBH, we are fully prepared to move forward with all necessary resources to complete this project as required.

## **FIRM'S FAMILIARITY WITH PROJECT AREA**

A site visit was made to become familiar with the project area. Our project manager for this project will be moving to Independence in the near future, and endeavors to keep abreast of the local issues. He has children currently enrolled and recently graduated from USD 446.

## **ACCESSIBILITY OF FIRM'S OFFICE**

This project would be managed from our office at 214 S. 4th Street in Neodesha. Our design engineer for this project works from our Marion office, a two hour drive northwest of Independence.

## **ACCOUNTING SYSTEM**

EBH's accounting system meets the requirements stated in the RFQ and is audited routinely by KDOT.

## **INSURANCE & FEDERAL PROVISIONS**

EBH carries workers compensation, as well as professional, automotive, and general liability insurance. Copies of insurance certifications are available upon request.

# Site Visit Pictures



North end of storm water pipe.  
North side of West Sycamore Street.



South end of storm water pipe  
near Union Pacific railway tracks



Bank erosion near Union Pacific railway tracks.

Certification by Prospective Participants as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments

Paul Stoner, Project Manager

\_\_\_\_\_  
President, Chairman, or Authorized Official

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, Evans, Bierly, Hutchison and Associates, P. A.

\_\_\_\_\_  
Agency or Company

or any person associated therewith in the capacity of Owner, Design Engineer, Project Manager, Construction Observer, or any other position involving the administration of federal funds.

Owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds.

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years; does not have proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years;

Exceptions None

\_\_\_\_\_  
Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

\_\_\_\_\_  
Providing false information may result in criminal prosecution or administrative sanctions.

Paul Stoner  
\_\_\_\_\_  
Signature

Sworn to before me, a Notary Public in and for the City of Independence, State of Kansas this 17th day of June 2020

Danika Herring  
\_\_\_\_\_  
Notary Public

My Commission expires 12-14-2022



# QUALIFICATIONS FOR ENGINEERING SERVICES

City of Independence, KS  
June 18, 2020

Rail Bridge

Sycamore St

Rail Bridge Center Laurel St

ridge/Hwy75



25A N. MAIN • SAPULPA, OK 74066  
1825 20TH RD • THAYER, KS 66776  
WWW.MIDWEST-ENGINEERS.COM • 918.264.9405





June 18, 2020

Kelly Passauer, CPM  
Acting City Manager/Zoning Administrator  
811 W. Laurel Street  
Independence, KS 67301

Many citizens rely on the City of Independence to protect their private property from natural storm water occurrences. Midwest Engineering Group (Midwest) understands the demands of the general public and their reliance upon safe, affordable, easily-accessible systems. Midwest families live, shop and worship in the area and your customers are our friends and neighbors ~ we will treat them the way we want to be treated. We will provide the City of Independence with professional engineering and consulting services to efficiently meet the public's demand, respectfully and conscientiously. We believe we can add significant value to the Independence team for the following reasons:

**Attention to detail with high accuracy:** Our designers have on-the-ground practical experience and understand constructability issues. We design systems that can be built effectively and efficiently. This depth of knowledge results in a level of accuracy in design and maintaining project schedules that meets industry standards.

**Client Relationships:** Midwest is a small firm which allows us to provide personal communication and a level of service that meets the project requirements. We strive for constant communications - a key component for project success. Our abilities will be strengthened by maintaining a positive relationship with you.

**Value to Clients:** We believe this is achieved by working directly with your staff, the client and the community to recognize challenges and realize solutions. By respecting the opinion of our customers, our partnership will continue to provide value to the community.

The engineering firm you choose is an important decision. When you choose Midwest, you are putting your faith in reliable, dedicated people striving to provide you with intelligent and practical engineering solutions. Our common sense approach produces workable, constructible, value-driven design projects.

At Midwest, we value traditional American principles of honesty, integrity, respect, and hard work. We invite you to read through our qualifications and call our previous clients. Like them, you need results, and that's what we provide. We're a results-based company and ultimately, so are you. Thank you for the opportunity to present our statement of qualifications. We look forward to working with you.

Sincerely,

Daniel L. Coltrane, P.E., Owner  
Midwest Engineering Group

# TABLE OF CONTENTS

Cover Letter

Table of Contents

Narrative:

Consulting Engineer Qualifications and Questionnaire .....	1
Certification re: Debarment History, Etc. ....	12
Capabilities of the Firm.....	13
Qualified Personnel .....	16
Office Locations .....	20
References .....	21
Other Pertinent Information.....	22
Cost Estimate .....	30-31

## KANSAS DEPARTMENT OF TRANSPORTATION CONSULTANT QUALIFICATION QUESTIONNAIRE

The Consultant Qualification Questionnaire must be updated annually with qualifications, supplementary information, and the firm's experience. Information furnished may be audited or verified as deemed necessary by KDOT. Firms can check the website <http://www.ksdot.org/divEngDes/prequal/consultants/default.aspx?page=consultlist> 6 weeks after quarterly due date for their pre-qualification status. Please email the .PDF version to [KDOT.DesignContracts@ks.gov](mailto:KDOT.DesignContracts@ks.gov) . If you have any questions please contact David Lutgen, P.E. at [KDOT.DesignContracts@ks.gov](mailto:KDOT.DesignContracts@ks.gov) or (785) 291-3889.

**Firm Name:** Midwest Engineering Group, LLC

**Business Structure**

Individual ( )  
Partnership ( )  
Corporation ( )  
Other LLC

**DBE Certified in Kansas**

Minority Business (MBE) ( )  
Woman Business (WBE) ( )

Date firm established 3/22/2018

Federal Employee Identification Number (FEIN) 82-4811218

Enter the address with zip code, telephone number and person to contact in the main office and branch offices. The person to contact must a duly authorized by the firm to speak for the firm and bind the firm on policy and contractual matters.

	<b><u>Main Office</u></b>	<b><u>Branch Office</u></b>	<b><u>Branch Office</u></b>	<b><u>Branch Office</u></b>
Person to Contact:	<u>Daniel L. Coltrane, P.E.</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Title:	<u>Owner/Principal</u>	<u></u>	<u></u>	<u></u>
Address:	<u>25-A N. Main Street</u>	<u></u>	<u></u>	<u></u>
City, State, Zip + 4:	<u>Sapulpa, OK 74066</u>	<u></u>	<u></u>	<u></u>
Telephone:	<u>918-264-9405</u>	<u></u>	<u></u>	<u></u>
E-mail address*:	<u>dcoltrane@midwest-engineers.com</u>	<u></u>	<u></u>	<u></u>

\*Annual Prequalification renewal notice will be by e-mail. Project solicitations will be published in the *Kansas Register*; KDOT may also provide solicitation notice by email.

**Does your firm comply with the following state requirements?**

**YES NO N/A**

Is Firm properly registered and in good standing to do business with the State of Kansas (KSA 17-7302)

(X) ( ) ( )

Non-resident firms are to file with the Office of the Secretary of State an instrument appointing a resident of the State of Kansas as a process agent. Visit the Secretary of State’s website at [sos.kansas.gov](http://sos.kansas.gov) for the required “Filings and Forms.”

( ) ( ) (X)

KDOT requires all firms to have a Quality Assurance Plan. Does your firm have a Quality Assurance Plan?

(X) ( )

KDOT requires all firms have professional liability insurance. Does your firm have professional liability insurance?

(X) ( )

Does firm have a valid and reliable accounting system capable of providing and supporting FAR compliant costs and pricing data, capable of identifying and accumulating allowable costs by contract or project records, and reconcilable to general ledger? (New firms are required to submit a completed 2012 AASHTO Audit Assurance Form- Appendix B)

(X) ( )

KDOT requires successful completion of the FHWA-NHI-#130055 course (Safety Inspection of In-Service Bridges) for several categories. Has a member of your firm completed the course?

(X) ( )

Kansas law requires all firms offering and/or practicing technical services to be registered with the Kansas State Board of Technical Professions in the appropriate Profession(s) for the services provided (please check all that apply): **Engineering**(X), **Land Surveying**( ), **Geology**( ), **Landscape Architecture**( ), **Architecture**( )

KSA 74-7001 requires any person practicing any technical profession in the state to be licensed with the Kansas State Board of Technical Professions. Visit the Kansas State Board of Technical Professions’ website at [www.ksbtp.ks.gov](http://www.ksbtp.ks.gov) for the required forms.

Show the number of persons registered in the following professions:

	<b>KS</b>	<b>Total</b>		<b>KS</b>	<b>Total</b>		<b>KS</b>	<b>Total</b>
Professional Engineer	( 2 )	( 2 )	Architect	( )	( )	Professional Geologist	( )	( )
Professional Surveyor	( )	( )	Landscape Architect	( )	( )	KDOT Certified Const. Inspector	( )	( )

Bridge Inspection Team Leaders: Routine ( 1 ), Element Level ( 1 ), Fracture Critical ( 1 ), Underwater ( ), Pin & Hanger ( 1 )

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***KDOT requires supplemental information for qualification in the Geotechnical (311), Materials Testing (312), Geotechnical Specialty Services (333,) and Subsurface Utility Engineering (334) categories. Please submit a listing of equipment for the services which can be provided.***

**Personnel:** List the number of personnel within your office. Multi-registered personnel should be counted only in their primary discipline. Clerical personnel should be included in "Administrative". Other disciplines should be entered in the closest discipline.

DISCIPLINE	BLACK		HISPANIC		AMERICAN INDIAN OR ALASKAN NATIVE		ASIAN OR PACIFIC ISLANDER		TOTAL MINORITIES		NON-MINORITY GROUP		TOTAL	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrative												1		1
Architects														
CADD Operators / Eng. Tech / Detailers											1	2	1	2
Certified Photogrammetrist														
Certified Value Eng. Specialists														
Civil Engineers											4		4	
Commercial Divers, Licensed														
Economists														
Electrical Engineers														
Environmental Engineers														
Estimators														
Geologists, Geotechnical Engineers														
Hydrologists														
Landscape Architects														
Mechanical Engineers														
Planners: Urban / Regional														
Sanitary Engineers														
Structural Engineers														
Surveyors														
Traffic Engineers														
<b>TOTAL</b>											5	3	5	3

Total number of employees' 8





Staff - Complete the following for the professional staff employed by the firm who may be assigned to KDOT projects. Attach extra sheets as necessary, number them 6A, 6B, 6C, etc.

<u>Name</u>	<u>Total</u>	<u>Present</u>	<u>Probable</u>
	<u>Years of</u>	<u>Position</u>	<u>Project</u>
<u>Daniel L. Coltrane, P.E., Principal</u>	<u>Experience 21</u>	<u>Principal/Owner</u>	<u>Assignment Principal</u>

Education (University, Degree, Year, Specialization):  
Kansas State University, B.S., Civil Engineering, 1993  
 \_\_\_\_\_  
 \_\_\_\_\_

Registration (Category, State, Date, Kansas Registration Number, if any):  
Professional Engineer, KS, 1/26/1999, PE 15342  
 \_\_\_\_\_  
Professional Engineer, OK, 12/19/2007, PE 23060  
Professional Engineer, MO, 09/02/2002, PE 2002024009

Membership and Activities in Professional Societies:

<u>Professional Society Name</u>	<u>Grade of Membership</u>	<u>Offices Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Record of Experience on Transportation Projects:  
 YEARS

<u>From - To</u>	<u>Position</u>	<u>Firm</u>	<u>Types of Work/Responsibilities</u>
<u>June 1993 - Oct 2017</u>	<u>Area Manager - Water Resources South</u>	<u>Shafer, Kline &amp; Warren</u>	<u>Division Leader/Manager</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Staff - Complete the following for the professional staff employed by the firm who may be assigned to KDOT projects. Attach extra sheets as necessary, number them 6A, 6B, 6C, etc.

<u>Name</u>	<u>Total</u>	<u>Present</u>	<u>Probable</u>
	<u>Years of</u>	<u>Position</u>	<u>Project</u>
<u>Dustin Berry, P.E.</u>	<u>Experience</u> <u>15</u>	<u>Project Engineer</u>	<u>Assignment</u> <u>Project Engineer</u>

Education (University, Degree, Year, Specialization):  
University of Missouri, B.S., 2010, Civil Engineering  
University of Central Missouri (UCM), B.S., 2003, Computer Aided Drafting

Registration (Category, State, Date, Kansas Registration Number, if any):  
Professional Engineer, Civil Engineering, Kansas, PE 26877  
Professional Engineer, Civil Engineering, Missouri, PE 2015000530  
Professional Engineer, Civil Engineering, Iowa, PE P25354  
Professional Engineer, Civil Engineering, Oklahoma, PE 31899  
Membership and Activities in Professional Societies:

<u>Professional Society Name</u>	<u>Grade of Membership</u>	<u>Offices Held</u>	<u>Year</u>
<u>Missouri Department of Transportation LPA Advisory Committee</u>	<u>Member</u>		<u>2020</u>

Record of Experience on Transportation Projects:  
YEARS

<u>From - To</u>	<u>Position</u>	<u>Firm</u>	<u>Types of Work/Responsibilities</u>
<u>2010 - 2020</u>	<u>Program Manager + Lead Bridge Engineer</u>	<u>Shafer, Kline &amp; Warren / McClure</u>	<u>Structural Design for bridges</u>
<u>2005 - 2010</u>	<u>Engineering Technician &amp; Construction Observer</u>	<u>SKW (now McClure)</u>	<u>LPA Bridges</u>

Staff - Complete the following for the professional staff employed by the firm who may be assigned to KDOT projects. Attach extra sheets as necessary, number them 6A, 6B, 6C, etc.

Name	Total	Present	Probable
Holly Powers	Years of Experience <u>20</u>	Position <u>Project Manager</u>	Project Assignment <u>Project Manager</u>

Education (University, Degree, Year, Specialization):

Pittsburg State University, B.S., 2003, Engineering Technology

Registration (Category, State, Date, Kansas Registration Number, if any):

Membership and Activities in Professional Societies:

<u>Professional Society Name</u>	<u>Grade of Membership</u>	<u>Offices Held</u>	<u>Year</u>

Record of Experience on Transportation Projects:

YEARS

From - To	Position	Firm	Types of Work/Responsibilities
<u>2011 - 2018</u>	<u>Project Manager / Construction Inspection</u>	<u>Shafer, Kline &amp; Warren</u>	<u>Project Management / Construction Inspection</u>

**Professional Services Fees** - Summarize the volume of transportation related services performed during each of the past five years, in terms of fees received.

YEAR	LOCATION STUDIES	ENVIRONMENTAL STUDIES	DESIGN AND PLANS	SUPERVISION OF CONSTRUCTION	OTHER (INDICATE NATURE)
<b>a. Kansas Department of Transportation projects:</b>					
	Midwest Engineering Group is a start up engineering firm with no current KDOT project experience. Please refer to MEG resume sheets for past KDOT project experiences with previous employers				
<b>b. All other public Transportation projects in Kansas:</b>					
<b>c. All other Transportation projects not included above:</b>					

**Service Category No.** \_\_\_\_\_

(See page 9 and "Blue Book" <http://www.ksdot.org/bureaus/divengdes/prequal/default.asp> for category requirements/description)

**Relevant Projects:** List five (5) projects and adequately describe the Service category work, completed within the last 5 years, which best illustrate the firm's experience in this category. List the employee name(s) and the firm when the service was performed. Projects may be listed on all appropriate service categories. **Use one page for each Service Category requested on page 9.**

PROJECT NUMBER AND YEAR COMPLETED	NAME OF EMPLOYEE AND FIRM (PRIME or SUB)	OWNER, REFERENCE NAME, and PHONE NO.	LOCATION, DESCRIPTION, LENGTH TYPE OF STUDY OR CONSTRUCTION (FIRM'S ROLE)	CONSULTING FEE (\$1,000's)
(1)				
(2)				
(3)				
(4)				
(5)				

Midwest Engineering Group is a start up engineering firm with no current KDOT project experience. Please refer to MEG resume sheets for past KDOT project experiences with previous employers

**Service Categories** - Indicate the Service Categories which your firm is requesting pre-qualification for. Refer to the “1050 Pre-qualification Category Definitions” at <http://www.ksdot.org/bureaus/divengdes/prequal/default.asp> for descriptions of the categories and requirements. **There Must Be a Page 8 (Service Category) for each category requested on this page.**

<p><b><u>TRANSPORTATION PLANNING</u></b></p> <p><b>Modal Planning</b></p> <p><input type="checkbox"/> 111 Rail Systems Planning</p> <p><input type="checkbox"/> 121 Aviation/Airport Planning</p> <p><input type="checkbox"/> 131 Ports and Waterways Systems Planning</p> <p><input type="checkbox"/> 141 Bikeway and Pedestrian Facilities Planning</p> <p><input type="checkbox"/> 151 Public Transit Facilities and Systems Planning</p> <p><b>Transportation Facilities Planning</b></p> <p><input type="checkbox"/> 161 Corridor / Project Feasibility Studies</p> <p><input type="checkbox"/> 162 Long Range Planning</p> <p><input type="checkbox"/> 163 Congestion Management / ITS</p> <p><b>Environmental Impact Studies</b></p> <p><input type="checkbox"/> 171 Environmental Documentation</p> <p><input type="checkbox"/> 172 Site Assessments</p> <p><input type="checkbox"/> 173 Noise Impact Analysis</p> <p><b>Transportation Enhancement Planning</b></p> <p><input type="checkbox"/> 181 Corridor Enhancement / Scenic Byways</p> <p><input type="checkbox"/> 182 Parks and Recreational Planning</p> <p><b><u>TRANSPORTATION ENGINEERING AND DEVELOPMENT</u></b></p> <p><b>Pre-Const. Eng. and Project Mgmt.</b></p> <p><input type="checkbox"/> 201 Location and Design Concept Studies / Corridor Studies</p> <p><input checked="" type="checkbox"/> 203 Value Engineering</p> <p><input type="checkbox"/> 211 Highway Design - Major Facility</p> <p><input type="checkbox"/> 212 Highway Design - Minor Facility</p> <p><input checked="" type="checkbox"/> 221 Non-Standard Span Bridge Design</p> <p><input checked="" type="checkbox"/> 222 Standard Span Bridge Design</p> <p><input type="checkbox"/> 231 Traffic Control Analysis and Design</p> <p><input checked="" type="checkbox"/> 241 Construction Inspection</p>	<p><b><u>PROFESSIONAL - TECHNICAL SUPPORT SERVICES</u></b></p> <p><b>Surveying</b></p> <p><input type="checkbox"/> 301 Land Surveying</p> <p><input type="checkbox"/> 302 Engineering Surveying</p> <p><b>Geotechnical and Material Testing</b></p> <p><input type="checkbox"/> 311 Geotechnical Engineering Services</p> <p><input type="checkbox"/> 312 Materials Laboratory Testing Services</p> <p><b>Bridge Evaluation Services</b></p> <p><input checked="" type="checkbox"/> 321 Bridge Structural Analysis</p> <p><input checked="" type="checkbox"/> 322 Bridge Inspection</p> <p><input type="checkbox"/> 323 Underwater Bridge Inspection</p> <p><input checked="" type="checkbox"/> 324 Bridge Deck Evaluation</p> <p><input checked="" type="checkbox"/> 325 Hydraulic and Hydrologic Studies</p> <p><b>Specialty Services</b></p> <p><input type="checkbox"/> 331 Aerial Photogrammetry</p> <p><input type="checkbox"/> 332 Travel Studies</p> <p><input type="checkbox"/> 333 Geotechnical Specialists</p> <p><input type="checkbox"/> 334 Subsurface Utility Engineering</p> <p><input type="checkbox"/> 335 Railroad Infrastructure Design</p> <p><input type="checkbox"/> 336 Right of Way Services</p> <p><b><u>ARCHITECTURE AND OTHER PROFESSIONAL SERVICES</u></b></p> <p><input checked="" type="checkbox"/> 401 Seeding and Erosion Control</p> <p><input type="checkbox"/> 402 Landscape Architectural Design</p> <p><input type="checkbox"/> 411 Pedestrian and Bicycle Facility Design</p> <p><input type="checkbox"/> 412 Parks and Recreational Design</p> <p><input type="checkbox"/> 421 Architectural Design</p> <p><input checked="" type="checkbox"/> 431 Water and Wastewater Engineering</p> <p><input type="checkbox"/> 441 Maintenance Equip. Materials and Methods</p>
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The foregoing is a statement of facts.

Signature                     *Daniel L. Coltrane, P.E.*                     Date           June 18, 2020          

Name and Title           Daniel L. Coltrane, P.E., Principal          

(Please type)

**Certification by Prospective Participants as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments**

Daniel L. Coltrane, P.E., Principal

*President, Chairman, or Authorized Official*

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, Midwest Engineering Group

*Agency or Company*

or any person associated therewith in the capacity of Engineer, Project Manager

*Owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds*

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

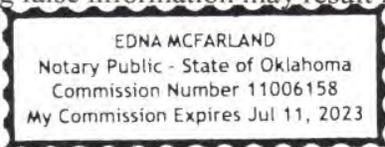
does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years;

Exceptions Not Applicable

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

Providing false information may result in criminal prosecution or administrative sanctions.



Daniel L. Coltrane

Signature

Sworn to before me, a Notary Public in and for the County of Tulsa, State of Oklahoma this 16 day of June, 2020.

Edna MCFarland

Notary Public

My Commission expires July 11, 2023

## City of Altamont, KS - KDOT Utility Relocation Project

Owner Contact:  
**Brad Myers,**  
 City Superintendent  
 (620) 784-5422

Midwest Role:  
**Danny Coltrane:**  
 Project Design;  
**Holly Powers:**  
 Project Management,  
 Contract and Construction  
 Administration,  
 Easement Acquisition

Design Start Date:  
**March 2018**

Design End Date:  
**October 2018**

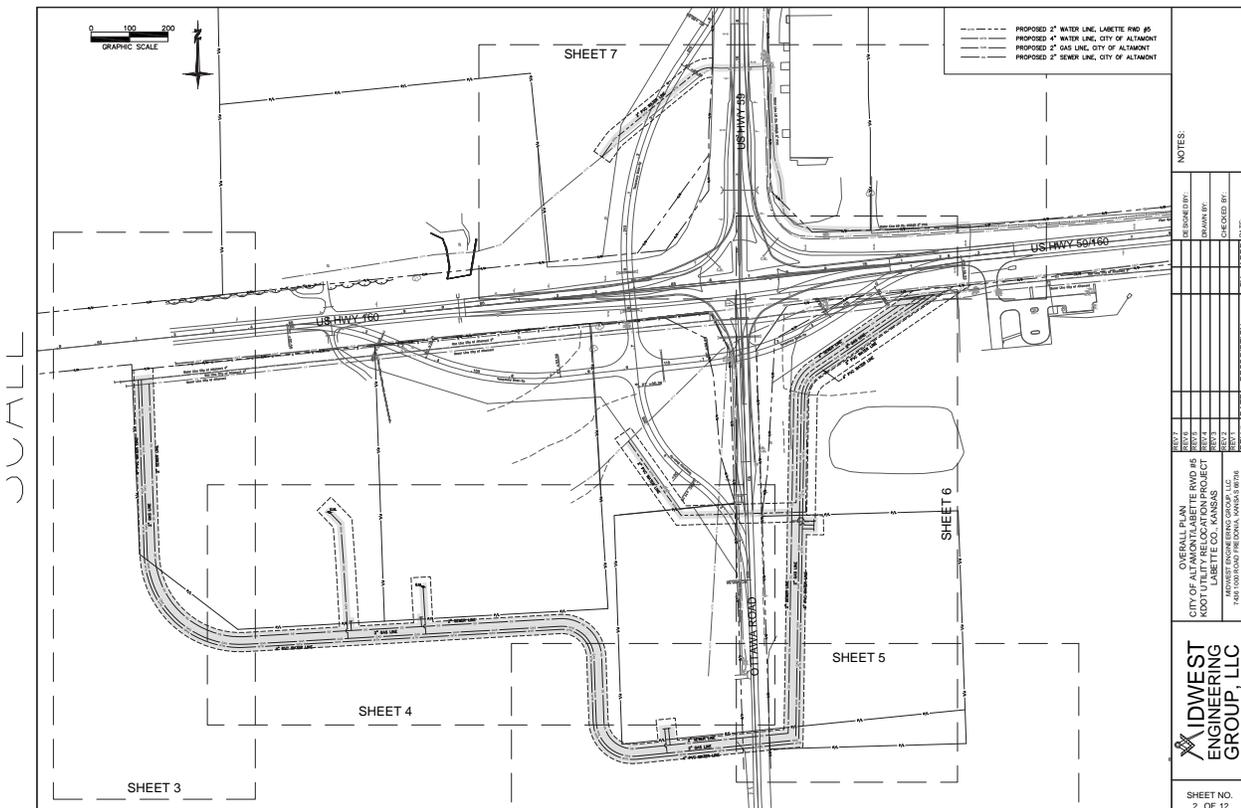
Design Cost  
**\$26,500**

Final Construction Cost  
**\$72,000**

Midwest provided consultant engineering services to the City of Altamont for the relocation of approximately one mile of existing water, gas and sewer line within their service district due to KDOT building a roundabout at the intersection of Kansas Hwy 59 and 160. Existing utilities were moved from KDOT's newly acquired right of way to private property. Midwest was contracted to provide design, bidding, easement acquisitions and construction administration services for the City of Altamont. Six properties required utility easements to be signed. Midwest obtained title reports for the properties and produced the new easements. The City of Altamont obtained signatures from property owners and filed with the local register of deeds office. The City is providing their own observation services.

This project consisted of the construction of approximately 6,000 feet of 2" and 4" PVC, CL200 waterlines; 3,000 of 2" forced main sewer line; 3,800 feet of trench for installation of 2" gas line; (2) county road crossings with approximately 270 feet of restrained joint pipe; (1) 4" water valve; (1) 2" gas valve; (7) service connections; (2) relocated gas meters and (7) connections to existing mains.

Midwest provided construction administration and periodic site visits for the 45-day construction schedule. Construction administration consisted of management of change orders, submittals, RFIs, payment applications, and as-built construction plans.



**Owner Contact:**  
Paul Stevens, Operator  
(620) 363-0055

**Tammy Bowen**  
Office Manager  
(620) 852-3475

**Midwest Role:**  
**Holly Powers:**  
Project Management,  
Contract and Construction  
Administration,  
Easement Acquisition

**Design Start Date:**  
June 2016

**Design End Date:**  
June 2018

**Design Cost**  
\$56,000

**Final Construction Cost**  
\$557,019.25 (Labor Only)

## Anderson RWD #5 KDOT Waterline Relocation Project

SKW provided design services to Anderson RWD #5 for the relocation of approximately 4.71 miles of existing waterline within their service district to private property due to the KDOT rehabilitating Hwy 169 and acquiring additional right-of-way.

Holly Powers of Midwest, via a direct contract with RWD#5, provided right-of-way acquisition services, as well as construction administration and observation for the four-month construction schedule. Construction administration consisted of management of payment applications, change orders, wage rate reviews and producing as-built construction plans. Construction observation consisted of observing daily construction activities performed by the contractor and sub-contractors, and daily logging of materials and quantities installed, as well as inspection reports.

Right-of-Way Acquisition consisted of acquiring title reports and writing 32 new easements needed from property owners for the installation of the new waterline on private property. Midwest also filed completed easements with the register of deeds office. We used a three-step process for obtaining the easements from the property owners which consisted of the following:

**Step 1:** Mail letter, easement form and easement plan sheet explaining project and easement need to all property owners with stamped and addressed return envelope for signed easement to be returned to water district. We gave property owners 30 days to return signed easement.

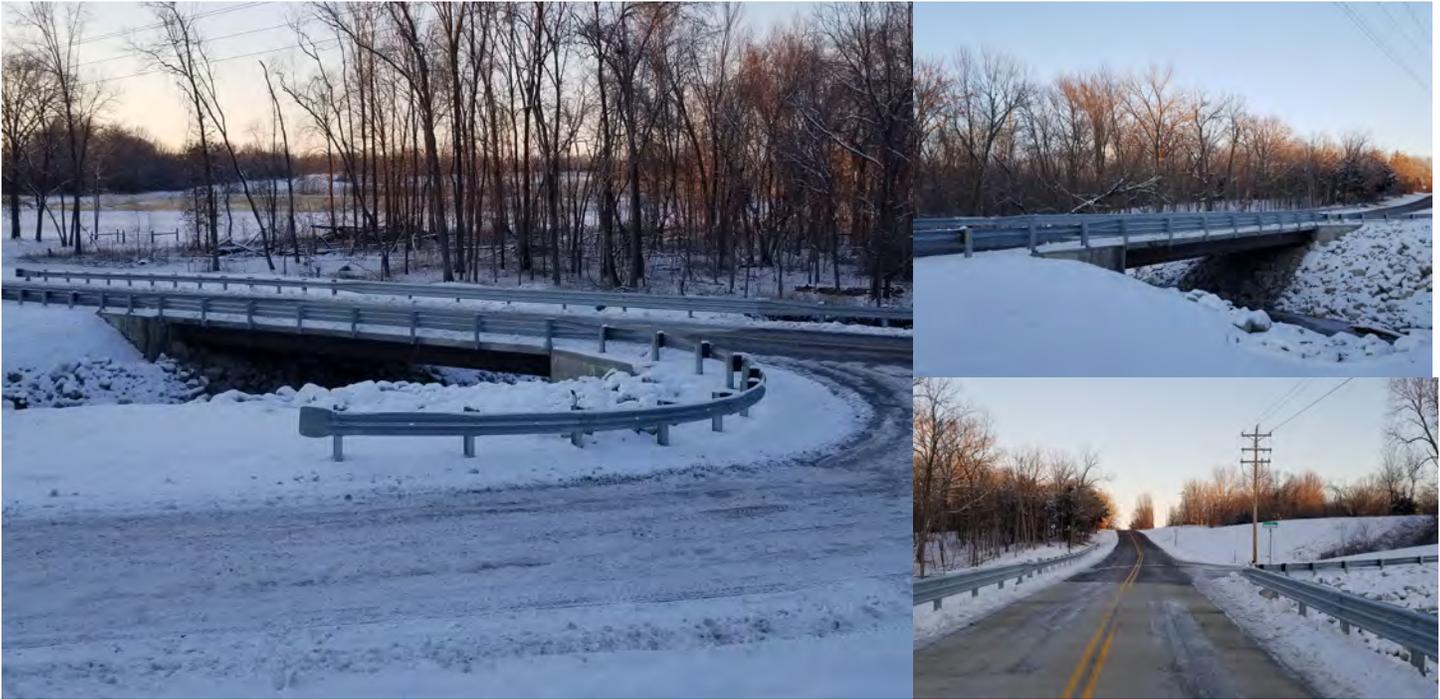
**Step 2:** If signed easement was not returned within 30 days, property owner was contacted by phone. If phone number could not be obtained, project manager visited residents to try to make contact with property owner and explain the need of easement for the project.

**Step 3:** If property owner could not be contacted by phone or site visit, a certified letter was sent to owner, once again explaining the need of the easement with the easement form and plan sheet.

There were no properties that went to condemnation for this project, all landowners conceded to signing the new water line utility easement. Anderson RWD #5 did not reimburse property owners for easements, but if crops were distributed during installation of water line, crop damages were paid to property owner.

The project consisted of the construction of approximately 4.71 miles of 4" PVC, CL200 waterlines with 1,750 ft of 1" service lines; 30 new water valves; 17 clean-outs; 21 relocations of existing water meters with new water meter pits; 10 connections to existing water mains; 13 highway or county road crossings and 7 creek crossings using approximately 3,000 feet of restrained joint casing and carrier pipe.





**Owner Contact:**  
Jeff McCann, P.E.  
Chief Engineer  
JMcCannboonecountymo.org

**Midwest Role:**  
Project designed and  
managed by  
Dustin Berry\*

**Construction Completion**  
Date: November 2019

**Construction Cost:**  
\$343,997

\* Dustin Berry served as  
Engineer of Record  
while this project  
was completed  
with another firm

## Boone County, Missouri: E St. Charles Road Bridge No. 3170016 Replacement

E St Charles Rd is an asphalt roadway carrying more than 600 vehicles per day over the Little Cedar Creek approximately 4 miles east of a growing Columbia, MO. The deteriorated multi-CMP structure carried flow under the roadway, but often became blocked with debris resulting in inadequate flow. A challenge to replacing the existing structure was the adjacent intersection of Doziers Station Road and existing utility corridor along the east side of the stream. Boone County contacted Dustin Berry to discuss a solution to the existing structure's replacement. Dustin designed a 65' long x 26' wide single span steel bridge with turn-back wings to accommodate the stream's alignment and the intersection's turning radii. The bridge required a 20 degree L.A. skew for smooth stream flow and a 2.5% grade for traffic patterns. The new free span structure passes the 25 year flood event, resolves the debris issue and allows traffic to safely use the realigned intersection.

## Holly Powers, Project Manager



### Education

B.S. Engineering Tech. -  
2003  
Pittsburg State University

### Professional Registrations

KDOT Certifications:  
Basic Inspection  
Environmental Inspection  
Asphalt Paving Inspection  
Concrete Paving Inspection  
Structure Inspection

### ACI Certifications:

Concrete Strength Testing  
Concrete Field Testing Technician  
- Grade I

Holly Powers serves as an Engineering Technician for Midwest Engineering Group. A collaborative team member, Holly's diverse experience includes roles from operating in the field as a Construction Observer to serving as Project Manager. Her varied duties include client and project management; environmental permit applications; coordination with utility companies, including the preparation of utility agreements using standard forms; development and implementation of road standards and utility permitting for counties and municipalities. Holly is very familiar with communicating with landowners for the acquisition and management of easements, as well as coordination with regulatory agencies, sub-consultants, and clients.

Holly is proficient at cost estimating and defining project scope, developing specifications; construction drawings and plans; project bid management including answering questions from contractors during bid process, issuing addendum and managing bid openings; and providing construction administration, inspection, and construction closeout services.

With over 12 years of technical experience, Holly understands construction and maintenance standards and is adept with Auto CAD, Auto CAD Land Desktop, Auto CAD Civil 3D, Adobe Acrobat Professional, Microsoft Office and MasterSpec. Holly has completed the following relevant projects:

### Utility Relocation Projects\*:

- KDOT Utility Relocation Project
- City of Altamont/Labette RWD #5 Hwy 50/59
- City of Chetopa, KS & USD 505 Safe Routes to School (SRTS) Project - Phase I
- City of Louisburg, KS SRTS Project Phase I - Louisburg, KS
- City of Belle Plaine, KS SRTS Project Phase I and Phase II
- City of Erie, KS Erie TE Streetscape Project Design, Const. Admin/Inspection

### Waterline Projects\*:

- Neosho RWD No. 4 - Ottawa Rd & Elk Rd Waterline Upgrades Project
- Neosho RWD No. 4 - Pratt Rd Addition Waterline Upgrade Project
- Neosho RWD No. 4 - Hydraulic Model Update Project
- Johnson RWD No. 7 - Waterline Improvements Project of JO No. 7 & JO No. 6 Merger
- Johnson RWD No. 7 - Cedar Niles Waterline Extension Project

### Construction Observation Projects\*:

- Wilson & Linn County Enbridge Pipeline
- Maple Road Improvements, Bourbon Co., KS

## Dustin Berry, P.E., Project Engineer



### Education

B.S. Civil Engineering -  
University of Missouri  
B.S. CAD - University of  
Central Missouri

### Professional Registrations

Professional Engineer:  
Missouri, Kansas, Iowa,  
Oklahoma

NHI Certified Bridge Inspection  
Team Leader

NHI Certified Fracture Critical  
Bridge Inspector

OSHA General Industry Certification

OSHA Aerial Lift Safety Training

OSHA Confined Space Training

As a project engineer for Midwest Engineering Group, Dustin specializes in designing and analyzing various structures. He provides detailed calculations and specifications for the strength and stability of structures for a variety of projects, including bridge design, structural construction, rehabilitation and evaluation. Dustin stays abreast of industry best practices and continually researches advanced technology.

Dustin leads his project teams by defining clear goals for all aspects of each project and develops steps for proper execution. He provides detailed specifications for proposed solutions including time and scope involved. Dustin demonstrates flexibility to quickly account for project challenges and manages using best engineering practices balanced with the most cost-effective solution. Dustin routinely collaborates with team members to ensure a plan is in motion to safely build each structure. He manages and oversees construction document preparation for all projects. Dustin also performs site visits for structural evaluations, prepares recommendation reports, and collaboratively works with contractors during the construction process to address questions.

Dustin developed and managed the following relevant projects:

### Kansas\*

- Bridge J.5-10.0 & K.1-1.0 Rehabilitation - Johnson County, KS
- 159th Street Box Culvert Extension - Johnson County, KS

### Missouri\*

- Liberty School Ln RCB Culvert Replacement - Cooper County, MO
- Bridge #1970015; BRO-B057(14) Replacement - Lincoln County, MO
- Bridge #3170016; E St. Charles Rd Replacement - Boone County, MO
- Bridge #2300017; Soft-Match Credit Replacement - Cass County, MO
- Bridge #2510010; BRO-B080 (34) Rehabilitation - Pettis County, MO
- Bridge #2740017; BEAP 20TTAP-11 - Miller County, MO

\* Projects completed with another firm

## Daniel L. Coltrane, Jr. P.E., Principal & Owner



### Education

B.S. Civil Engineering -  
1993  
Kansas State University

### Professional Registrations

Professional Engineer:  
Kansas, Oklahoma,  
Missouri

### Professional Associations

ACI

As Owner and Principal of Midwest Engineering Group, Daniel Coltrane has more than 25 years of consulting experience. Danny oversees all design work including all phases of land surveying and civil engineering. His range of experience includes all aspects of water and wastewater projects, plat and plan reviews, mapping, hydraulic modeling, oil & gas pipelines, road/ transportation, land development and right-of-way acquisition, construction services, GIS, and studies.

Danny works primarily with municipalities and quasi-municipalities, and has a thorough understanding of regulators and funding administrator operations. He has worked with a variety of funding agencies including private and public sources.

Danny's special niche in project experience includes design of water distribution systems, water storage facilities, booster stations, chlorination facilities, control systems and treatment for public potable water systems.

Danny is a licensed professional engineer in Kansas, Missouri and Oklahoma. He is a member of the ACI and is ACI certified Grade 1 for field testing concrete and concrete cylinders

Danny has designed and is managing the following relevant projects:

- KDOT Utility Relocation Project
- City of Altamont/Labette RWD #5 Hwy 50/59
- Anderson RWD #5 Hwy 169 Waterline Relocation Project
- Neosho RWD #4 Hwy 400 Waterline Relocation Project
- Public Wholesale Water Supply District No. 23 (PWWSO No. 23); Merger between three entities: Western Expansion – 25 miles 8" water line, triplex booster pump station and 200,000-gallon elevated storage tank
- PWWSO No. 23; Increased Waterline Capacity: 20 miles of 12", 8" and 6" water lines
- PWWSO No. 23; New 6 MGD Water Treatment Plant and Waterlines - Construction Administration and material testing
- City of LeCompton, KS: Ion Exchange Water Treatment Plant
- City of Canute, OK; 0.4 MGD Reverse Osmosis Water Treatment Plant
- Miami RWD No. 2 - Water Treatment Plant Improvements Project - Phase I
- PWWSO No. 23; New 6 MGD Water Treatment Plant and Waterlines - Construction Administration and material testing
- Public Wholesale Water Supply District No. 23 (PWWSO No. 23); Merger between three entities: Western Expansion – 25 miles 8" water line, triplex booster pump station and 200,000-gallon elevated storage tank

Danny has considerable additional project experience available on request.



\* Projects completed with another firm

## Trenton Morris, E.I.T., Engineering Designer



### Education

B.S. Civil Engineering -  
2016

Missouri University of  
Science and Technology  
NCAA All-American

EIT-Civil Engineering  
ACI Certification

As a project manager for Midwest Engineering Group, Trenton assists with all project phases from pre-construction through survey, design, and construction phases. Trenton is proficient with design of surface water treatment plants, preparing and editing plans and specifications, as well as coordinating 3D modeling of projects. He is also adept at analyzing water samples, water and wastewater permitting, environmental compliance, groundwater well design, surface water intake design, pump selection, line sizing, valve and actuator selection, and process and instrumentation diagrams. Trenton's daily tasks include cost estimates, hydraulic analysis & calculations, engineering reports, rate studies, coordinating with technicians and other engineers to develop plans & specifications, permitting to ensure compliance with local, state, and federal regulations, and conducting construction inspections.

Trenton's project history includes: hydraulic modeling, pipeline assessment/inspection, flow calculations and GIS mapping to reconstruct the replacement of combined sewer systems. He is familiar with various design phases of water treatment plants up to 6 MGD and distribution consisting of early phase pump and flow calculations, P&ID plan sheet improvements, and survey/site analysis.

Trenton has developed and is managing the following relevant projects:

- City of Glenpool, OK - Oak Street LS Improvements Project
- City of Glenpool, OK - Hickory Street LS Improvements Project
- City of Lane, KS - Pottawatomie Creek Waterline Bore Project
- Allen RWD No. 8 - Waterline Improvement Project
- Miami RWD No. 2 - Water Treatment Plant Improvements Project - Phase I
- City of Oswego, KS - Sanitary Sewer LS #6 Improvements Project

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## Louis Tribble, E.I.T., Engineering Designer



### Education

B.S. Chemical  
Engineering-2017

Missouri University of  
Science and Technology  
EIT-Chemical Engineering

Collegiate Track Athlete

Louis Tribble is honing his skills as a designer and manager for Midwest Engineering Group. An integral team member, Louis assists with research, data collection, and design work from pre-construction through survey, design, and construction phases. Louis routinely assists with evaluation and inspection of buildings, and collecting data on sources of infiltration and inflow.

Louis is familiar with tracking and troubleshooting processes throughout all phases of project management, he routinely conducts process audits for quality control and quality assurance, and ensures regulatory compliance. He assists with hydraulic analysis & calculations, engineering reports, rate studies, and coordinates with technicians and other engineers to develop plans & specifications.

Louis has frequent interactions with designers, engineers, clients, city officials, and contractors throughout all project phases. He assists Senior Engineers with design phases. He is also adept at operator training.

Louis has developed and is managing the following relevant projects:

- PWWSD No. 23; Increased Waterline Capacity: 20 miles of 12", 8" and 6" water lines
- Public Wholesale Water Supply District No. 23 (PWWSD No. 23); Merger between three entities: Western Expansion – 25 miles 8" water line, triplex booster pump station and 200,000-gallon elevated storage tank
- PWWSD No. 23; New 6 MGD Water Treatment Plant and Waterlines - Construction Administration and material testing
- Miami RWD No. 2 - Water Treatment Plant Improvements - Phase I



## Justin Gorman, Senior CAD Technician



**Education**  
Graduate Level Course -  
Drafting Technology:  
• AutoCAD  
• Civil Drafting with  
Surveying  
1997  
Manhattan Area Technical  
College

General Studies  
1996  
Fort Scott Community  
College

Justin Gorman is a talented CAD Technician with Midwest Engineering Group with more than 21 years of experience. Utilizing the latest technology, Justin prepares and edits schemata in a prompt manner to create relevant drawings that serve as the baseline for efficient production processes.

Upon identifying the overall scope of project, Justin meticulously checks engineering documents to ensure that they meet the standards and instructions provided by engineer or client. He is instrumental in providing ideas and suggestions on how initial design can be improved. He routinely takes suggestions from builders and engineers to comprehend initial building design and asks questions to determine the need for building specific structures and develop plausible plans accordingly. He is an expert in drafting designs that are budget-friendly and can be followed within the time lines specified

Justin's experience encompasses a broad range of design types including design of sewer systems, street design plans, subdivisions, and drawing legal and topographical surveys. Justin is a flexible employee and has also served as Survey Instrument Man, Temporary Survey Crew Chief, KDOT Asphalt: Paving Inspection, Sanitary Sewer Inspection, and worked on several energy projects. Justin has completed the following relevant projects:

Public Wholesale Water Supply District No. 23 (PWWSD No. 23); Merger between three entities: Western Expansion – 25 miles 8" water line, triplex booster pump station and 200,000-gallon elevated storage tank

- PWWSD No. 23; Increased Waterline Capacity: 20 miles of 12", 8" and 6" water lines
- PWWSD No. 23; New 6 MGD Water Treatment Plant and Waterlines - Construction Administration and material testing
- City of Glenpool, OK - Oak Street LS Improvements Project
- City of Glenpool, OK - Hickory Street LS Improvements Project

Pipeline design drawings, 3D as-builts, corrosion drawings and standards:

- Anadarko; Dominion Magellan Panhandle Energy Transfer

## Deb Smith, Senior CAD Technician



**Education**  
A.A. Engineering - 1984  
Johnson County Community  
College

**Professional Registrations**

- OSHA 10 Hour Construction Certification
- ArcINFO, ArcCAD, & ArcView
- Python & ModelBuilder
- WaterGEMS (Hydraulic Modeling) by Bentley
- GPS Training by Seiler Instruments

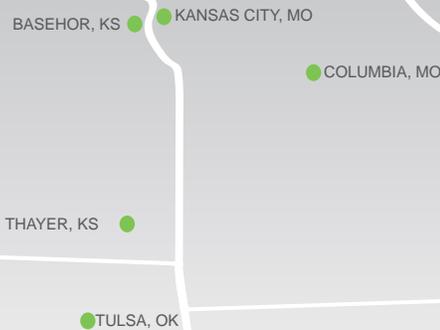
Deb Smith is a Senior CAD Technician with Midwest Engineering Group with more than 30 years of experience. Deb is an expert at AutoCAD and routinely sets up, drafts, converts, produces and edits plans to create drawings for each project. Deb efficiently provides the project team with updates of Architectural CAD/BIM files for use in design drawings. She is adept at troubleshooting potential problems on plans before they materialize as construction issues. She is able to coordinate with project team members in a respectful and productive manner.

Deb ensures all engineering documents meet current regulatory and industry standards. She listens intently to instructions provided by engineer or client and is always helpful in providing ideas and suggestions on how initial design can be improved. Deb has an eye for detail and ensures that her designs are within each project budget and can be constructed within the time lines specified.

Deb has specialized experience in Geographic Information Systems (GIS). She has completed several courses and utilizes these skills on every project. She also excels at water modeling serving various water districts for the past 10 years. Deb has completed the following relevant projects:

- Fort Leavenworth, KS; Numerous water and sewer line extensions or replacements City of Olathe, KS; Water Street – Waterline Improvements
- Neosho RWD No. 4 - Ottawa Rd and Elk Rd Waterline Upgrades Project
- Neosho RWD No. 4 - Pratt Rd Addition Waterline Upgrade Project
- Johnson RWD No. 7 - Waterline Improvements Project of JO#7 & JO#6 Merger
- Johnson RWD No. 7 - Cedar Niles Waterline Extension Project
- Allen RWD No. 8 - Waterline Improvements Project
- City of Lane, KS - Pottawatomie Creek Waterline Bore Project
- Public Wholesale Water Supply District No. 23 (PWWSD No. 23); Water Treatment Plant Facility (6 MGD plant); design of all aspects of new WTP including intake, process, site, storm, sanitary, water treatment and distribution
- Canute, OK; Water Treatment Plant (4 MGD plant)
- Platte City, MO; Industrial Site Development & Sewer design
- City of Kansas City, MO: Storm and Sanitary Sewer Replacement project for KCMO Sewer

# Office Locations



## we transform communities

Midwest Engineering Group is a contemporary engineering company utilizing modern technology to connect our talented individuals and qualified professionals wherever their physical location. With our main office in Tulsa, Oklahoma we are able to serve our clients with valuable solutions from our headquarters and our satellite offices throughout Oklahoma, Kansas and Missouri. We have embraced networking technology and the benefits of virtual and remote offices. This approach allows us to stay connected and problem solve daily through sharing, viewing and discussing relevant client solutions, data, and information. Our employees are empowered to implement practical solutions and are always accessible and available beyond the normal 9-5 workday. This enables us to respond quickly and efficiently to customer needs, provide high quality service, and produce a better overall product for our customers.

Midwest Engineering Group employees are equipped with state-of-the-art computers and up-to-date software and equipment resulting in outstanding levels of performance. We utilize the following software: Autodesk AutoCAD Civil 3D for grading and water & sewer design; Autodesk InRoads for 3d Modeling & fly through software & conceptual design; Autodesk Navisworks, a clash detection software; Autodesk Plant 3d for 3d modeling of piping, bill of materials, P&IDs, isometrics, etc.; Bentley Flowmaster for drainage calculation; Bentley WaterGEMS, a water modeling software; ESRI ArcGIS; QGIS, an open source GIS software; Stahls' Cadworx for 3d modeling of piping, bill of materials, P&IDs, isometrics, etc.; Autodesk ReCap, a point cloud software; Autodesk FormIt -3d drawing and visualization software; Autodesk Vehicle Tracking software; BlueBeam Revu; Google Earth Pro; Microsoft Office Suite: Word, Excel, PowerPoint, Access, etc.; various photo and video editing software including Gimp, Pinnacle Studio, and Sketchup, Adobe suite including Photoshop, Illustrator and InDesign.

We are able to deliver files formatted as .PDF, .DWG for AutoCad, or .SHP for ESRI (if specifically requested). We can also provide WaterGEMS model files in .WTG and .MDB formats.

Midwest Engineering Group values traditional American principles of honesty, integrity, respect, and hard work. We are reliable, dedicated people striving to provide you with intelligent and practical engineering solutions. We transform and improve communities.

# References

Public Wholesale Water Service  
District No. 23  
John Hodgden, Manager  
7436 1000 Road - P.O. Box 328  
Fredonia, KS 66736  
(620) 212-0312  
jhodgden@pwwsd23.net

City of Girard, Kansas  
Steve Brooks  
120 N Ozark Street  
Girard, KS 66743  
(620) 238-0629  
cogpw@girardkansas.gov

City of Parsons, Kansas  
Fred Hammock  
112 S. 17th St. - P.O. Box 1037  
Parsons, KS 67357  
(620) 778-2101

Lincoln County Commission  
Mike Mueller - Associate Commissioner  
201 Main Street  
Troy, MO 63379  
(636) 528-6300

Cooper County Commission  
Don Baragary - Presiding Commissioner  
200 Main St. Room 24  
Boonville, MO 65233  
(660) 882-2228



# Project Approach

Designing built environments takes time and resources. We want to ensure that our clients understand the process every step of the way and are aware of potential cost and solution before a project commences. An informed decision-making process is a smooth process that minimizes the risks associated with public construction projects. The following is a brief description of our collaborative and integrated design and construction process.

It is understood that City of Independence, Kansas is seeking to improve the Whiskey Creek Drainage with an initial improvement from Sycamore Street & 20th to a discharge along the UPRR.

Midwest Engineering Group (Midwest) will provide the City of Independence with professional engineering and consulting services for the necessary infrastructure and drainage improvements to allow the City to effectively and efficiently meet the growing demand and initial portion of this drainage area improvement.

Midwest will refer to the RFP prepared by City of Independence and provide design services as outlined in cost estimate in SOQ. Midwest further understands that this project consists of the following key components:

- Removal of existing drainage structure from Sycamore & 20th Street to UPRR.
- 10'x5' RCB culvert installation east of Sycamore & 20th Street
- 10'x5' RCB culvert installation on W Cottonwood Street (optional)
- 10'x5' RCB culvert installation south of Cottonwood & 20th Street
- Drainage channel installation
- Drainage discharge embankment protection

## **Project Understanding**

Midwest will visit the site and review recommendations from the Hydrologic and Hydraulic Analysis (H&H) with the City of Independence, then consider aspects and available options for this project. We understand there is a planned detention area to assist in discharge management of drainage flow. The 10'x5' structures are considered an improvement, but do not meet a designated design frequency. Although we anticipate to follow the H&H recommendations already suggested, we will review the drainage area and consider alternative options such as decreasing or removing the detention pond and recommending 20' structures to more closely match existing structure sizes. In preparation for this visit, Midwest will obtain all necessary existing maps, drawings, reports, and hydraulic models, as well as all other pertinent information available from the City of Independence for reference.



## **Pre-Design/Kick-off Meeting**

Dustin Berry (Engineer of Record), accompanied by Holly Powers (Project Manager) and Danny Coltrane (Owner, QA/QC) will conduct an initial project kick-off meeting with City staff where they will provide a collaborative environment to:

- Introduce all team members and discuss roles
- Listen to the City's vision for this project
- Review and clarify objectives
- Discuss overall vision and project goals
- Document project goals and success metrics
- Determine best communication processes, hierarchies, methods, and timelines
- Establish schedules and review dates

## **PER/Preliminary Design**

Holly and Dustin of Midwest will conduct preliminary design (major items listed):

- Initial site evaluation & photo log
- Drainage & stream analysis
- Develop Preliminary Engineering Report (PER) for funding
- Environmental Report
- Topographic & legal survey
- Legal descriptions
- Hydraulic openings & software modeling
- Hydraulic sizing of channel
- Initial layout of channel and RCB culverts
- Preliminary drafting & plan preparation
- Engineer Plan Review
- Floodplain permit application
- SWPPP/NOI/USCOE/KDHE
- Utility Coordination
- Geotechnical Investigation (optional)

## **Right-of-Way/Easement Acquisition**

Holly and Danny of Midwest will provide necessary land acquisition assistance to include: Acquire title certificates, Preparation of all documents including easement conveyances (on City form) and legal descriptions for any lease or purchase of property, that the City may warrant for the project. If the City of Independence requests, we use a three-step process for obtaining the easements from the property owners:

Step 1: Mail letter, easement form and easement plan sheet explaining project and easement need to all property owners with stamped and addressed return envelope for signed easement to be returned to water district. Property owners are provided with 30 days to return signed easement.

Step 2: If signed easement is not returned within 30 days, Midwest will contact property owner by phone. If phone number cannot be obtained, Midwest project manager will visit residents to try to make contact with property owner in person and explain the need of easement for the project.

Step 3: If property owner cannot be contacted by phone or site visit, a certified letter is sent to owner, once again explaining the need of the easement with the easement form and plan sheet and file completed easements with the register of deeds office. If the City does not get any response within 30 days, Midwest will compile a list of incomplete easements with a follow-up recommendation that may include possible condemnation.

## **Final Design/QA/QC**

Holly and Dustin of Midwest will conduct final design (major items listed):

- RCB culvert design
- Roadway, channel & site drainage design
- RCB culvert drafting
- Roadway, channel & site drainage drafting
- Engineer Plan Review
- Quantify bid items
- Prepare specifications
- Estimate construction cost

Midwest and City team members will work together to adjust a reasonable Project Schedule.

Midwest will work to produce drawings of the project to illustrate the drainage improvement.

Midwest will work to update the opinion of probable costs.

Holly will schedule and conduct progress meetings for the design team and review design and contract documents with City staff.

Holly will provide coordination between all team members.

## **Construction Documents (CD)**

Once Design Documents are approved, Holly and Dustin will prepare the Construction Documents.

Midwest will coordinate these documents with all applicable permit requirements and obtain all necessary permitting approvals. Midwest will submit 100% complete final construction documents, drawings, specifications, bid and contract documents to the City for review and approval. Midwest will provide final plans and documents to the City in paper and electronic format as required.

## **Bidding**

During this phase, Holly and Dustin will prepare bid documents to be distributed to contractors for pricing. The City, with the help of Midwest, will evaluate the bids and select a bidder. Midwest will also assist the City in:

- Attending Public Hearings and Easement Acquisition Meetings
- Setting bid date and advertising for bids
- Issuing bid documents
- Clarification and interpretation of documents



- Reviewing and tabulating bids
- Recommending award of contracts
- Preparation of contract award documents.

Holly will furnish the City with the necessary sets of conformed contract documents for completion by the Contractor.

Holly will receive and review Contractor’s executed contract documents, bonds and insurance certificates, and aid the legal counsel in verifying that they meet the requirements contained in the project manual.

Holly will aid the City in preparing the notice to proceed to be sent to the Contractor.

**Construction Administration (CA)**

Midwest will work with the winning contractor to ensure the project is built as designed, and in that role, Holly will provide clarifications, design sketches or approve alterations from the drawings. Holly will oversee the project until the project is completed and final inspections are all completed.

During construction, Holly will provide Construction Administration to include the following as appropriate:

- Request and review the following schedules:
  - Estimated progress schedule, including starting and completion dates for various stages of the work.
  - Preliminary shop drawing submittal schedule.
  - Preliminary schedule of values of work.
- Organize and hold a pre-construction conference before work begins to:
  - Receive schedules.
  - Establish procedures for handling shop drawings and other submittals.
  - Establish procedures for processing applications for payment.
  - Review the proposed work to establish that all parties understand the work and proposed schedules.
  - Provide minutes of pre-construction conference.
  - Review shop drawings and samples for conformance with the design concepts of the project.
  - Clarify and interpret the intent of the Contract Documents.
  - Receive and review communications from the contractor and perform as the City representative.
- Complete periodic visits to work site, at appropriate stages of construction, to observe the progress and quality of work and advise the City of work that is unsatisfactory.
- Perform final project review and site inspection. Submit statement of completion for the City approval.
- After completion of project, provide a digital drawing file and two sets of prints of “record drawings” with information obtained from the Contractor and Resident Project Representative.



- Report to Owner whenever we believe that any work is unsatisfactory, faulty or defective or does not conform to the contract documents or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment.

### **Construction Staking**

As a separate component of the project, Midwest will furnish construction staking to assist the City and Engineer on the job. The duties will include:

- During construction, one-time construction staking will be provided for construction of all improvements to be constructed.
- Staking will be provided in an orderly manner for each phase of the construction.
- Staking of other work or re-staking to replace lost or destroyed stakes will be provided as authorized by the City and compensated for as “Other Services.”

At the option of the City, the Contractor may be responsible for reimbursement to the City of any fees charged for re-staking by noting so on the construction drawings and in the Agreement between the City and Contractor.

### **Construction Inspection**

Midwest will provide construction inspection, testing and administration for this project.

Holly will serve as the KDOT-Certified Construction Inspector to assist the City and the Engineer on the job. Her duties will include:

- Review progress schedule, schedule of shop drawing submission, and schedule of values prepared by Contractor and consult with Engineer concerning their acceptability.
- Request job conferences, as needed, attend the various meetings and maintain copies of minutes thereof.
- Serve as liaison between Client, Engineer, and Contractor.
- Conduct on-site inspections of the work in progress to assist Engineer in determining if the work is proceeding in accordance with the contract documents and the design concepts of the project.
- Report to Engineer whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment.
- Maintain accurate records of work performed and materials and equipment stored at site.
- Keep a log of daily activities and job site conditions and provide weekly reports summarizing progress and conditions.
- Schedule and coordinate the quality control testing performed by other firms retained by the City.
- Review Contractor’s pay applications for compliance with established procedure and recommend to Engineer any actions regarding relationship to schedule of values, work completed, and materials on hand.
- Assist Engineer in preparing a list of observed items requiring completion or correction for substantial completion.
- Conduct final inspection in the company of the Engineer, the City and Contractor and prepare final list of items to be completed or corrected.

### **Other Services**

Midwest will perform other services as part of this contract:

- On an hourly basis, Midwest may be employed by the City to make contact and/or meet with property owners.
- Assist the City in condemnation actions, if necessary.
- Other Work. Provide additional work and services as agreed upon.

# Experience with Federal Funding

Midwest Engineers keep ourselves current on the essentials of federal grants practice, from issues affecting agency decisions, to the award and administration of grants. Each year the Federal Government awards millions of dollars to state and local government, universities, hospitals and non-profits, and corporations. The funding is for a wide variety of purposes: from infrastructure and housing projects; medical, engineering, energy, agricultural and environmental research; law enforcement, homeland security and disaster recovery initiatives; to health care, education and training, and more.

The Government's selection of programs and recipients is not governed by the rules of government contracting. Its authority is from a combination of legislation and regulations that either prescribe or create assistance initiatives or give federal agencies the discretion to enter into assistance relationships. The administration of assistance awards is controlled by unique requirements also. They vary based on the program and recipient, but share common features and requirements with other assistance relationships and contracts.

We have extensive experience with mechanisms for formalizing relationships between federal and non-federal entities, such as grants, cooperative agreements, educational partnerships, cooperative research and development agreements, and the various forms of contracts. Our knowledge encompasses:

- Background Information
- Varying Types of Grants versus Loans
- Laws and Regulations
- Competing for Funding
- How/When Award is Administered
- Financial and Compliance Issues
- Interpretation and Litigation

We are experienced with securing funds from many levels of government and private sources. We are familiar with regulatory requirements, including documentation guidelines for U.S. Department of Agriculture Rural Development (USDA-RD), U.S. Economic Development Administration (EDA), Community Development Block Grants (CDBG), and Federal Emergency Management Association (FEMA) to name just a few. We are experienced at navigating the complicated, diverse, and often agency- and program-specific field of federal grant practice. We can assist you with:

- The laws and regulations governing grants, agency authorities, and programs.
- The interpretation, types, and legal nature of grants and cooperative agreements in comparison to other instruments.
- The funding selection process, with strategies for submitting competitive applications.
- Strategies for combining a grant with a loan if necessary to keep user costs reasonable.
- Managing the award, to include compliance with award conditions and the applicable regulations.

Which funds specifically may be used to finance the acquisition, construction or improvement of:

- Drinking water sourcing, treatment, storage and distribution
- Sewer collection, transmission, treatment and disposal
- Solid waste collection, disposal and closure
- Storm water collection, transmission and disposal

In some cases, funding may also be available for related activities such as:

- Legal and engineering fees
- Land acquisition, water and land rights, permits and equipment
- Start-up operations and maintenance
- Interest incurred during construction
- Purchase of facilities to improve service or prevent loss of service
- Other costs determined to be necessary for completion of the project

We have been completing federally funded and loan assisted projects for over 25 years. Our most recently completed project was initiated due to flooding and consisted of over \$30,600,000 USDA monies, with over 45% consisting of grant funds.

# Quality Assurance / Control

With client needs as our priority, at the beginning of each project, Midwest Engineering Group plans and establishes the project goals and objectives, then determines the processes that are required to deliver a high-quality end product. Our senior professionals all have many years of qualified engineering, design, and project management experience, which means they understand the many kinds of challenges that can and do occur on an engineered project and know what steps to take to minimize problems and mitigate risk. They also employ best practices on client engagements to ensure high-quality project outcomes.

Due to our hands-on approach, our licensed Professional Engineers prepare a detailed scope for projects. They are responsible for the daily monitoring of processes and any modifications to ensure these measures meet the predetermined well-defined project objectives. These senior professionals are intimately involved throughout the entire project, and are able to quickly implement necessary actions to achieve design improvements and keep projects moving toward completion.

Midwest is able to provide consistent quality assurance/quality control (QA/QC) through the entire project. Providing quality services and products is integral to our daily work ethic. As a team, we pride ourselves on providing workable, constructible, value-driven design projects. At the end of each project, our Professional Engineers conduct a final QA/QC review.

These steps are regularly reviewed, evaluated and improved upon. This allows us to ensure that every project is designed and implemented with proper procedures in-place that meet the standard of care. This greatly improves the final product for our clients.





When you think Midwest, think intelligent, practical engineering solutions.



***We transform and improve communities.***

From pre-planning to design to construction administration services, our comprehensive civil design expertise ensures our clients have access to safe, affordable drinking water. Our services include site layout, stormwater management, wetland mitigation, permitting, utility coordination, water distribution and treatment systems.



***We prevent pollution and keep communities safe.***

We work with communities to prevent byproduct pollution from community activities including domestic wastewater from households, municipal wastewater from communities, or industrial wastewater. Our engineering expertise extends to wastewater treatment facilities, erosion management, and inflow and infiltration prevention.



***We propel communities into the future.***

We ensure communities are able to provide safe and environmentally compatible development that allows efficient movement of people and goods. We excel at planning, design, construction, maintenance, and operation of transportation facilities. Our experience consists of bridges, arterial roads, utilities, urban and rural transportation and parking solutions.



***We power communities forward.***

Our experience in energy transmission and distribution pipeline solutions ensures the operational delivery of hydrocarbons. The successful energy projects we complete carry products from gathering to transmission to distribution systems to individual consumers so that communities always have the on-demand energy they need to thrive and prosper.

# Cost Estimate

Independence Stormwater					
Sycamore Street & 20th Street					
No.	Item	Est. QTY	Unit	Unit Price	Cost
1	Mobilization	1	LS	\$40,000	\$40,000
2	Removal of Existing Structure	1	LS	\$25,000	\$25,000
3	Clearing & Grubbing	1	LS	\$4,000	\$4,000
4	Unclassified Excavation	1,225	CY	\$50	\$61,250
5	Compaction of Earthwork	730	CY	\$10	\$7,300
6	Traffic Control	1	LS	\$7,000	\$7,000
7	Aggregate Surface	20	TN	\$25	\$500
8	Aggregate Base	375	TN	\$25	\$9,375
9	Asphaltic Concrete Base	220	TN	\$300	\$66,000
10	Asphaltic Concrete Surface	65	TN	\$275	\$17,875
11	Precast Box Culvert 10'x5' - 20th	42	LF	\$1,650	\$69,300
12	Precast Box Culvert 10'x5' - Pine	24	LF	\$2,050	\$49,200
13	Granular fill-box	226	CY	\$85	\$19,210
14	Foundation Stabilization	90	CY	\$60	\$5,400
15	RipRap Slope Protection	310	TN	\$50	\$15,500
16	Geotextile Fabric	420	S.Y.	\$4	\$1,680
17	Guardrail (thrie beam on box)	150	LF	\$60	\$9,000
18	Thrie End Section	8	EA	\$200	\$1,600
19	Object Markers	8	EA	\$225	\$1,800
20	Seeding, Mulch & Fertilizer	1	LS	\$5,000	\$5,000
21	Contractor Staking	1	LS	\$3,800	\$3,800
<b>Subtotal</b>					<b>\$419,790</b>
<b>Contingency</b>				<b>10%</b>	<b>\$41,979</b>
<b>Total Construction Cost</b>					<b>\$461,769</b>

Additional Project Costs				Cost \$
1	Legal Services	LS	1%	\$4,618
2	Easement Costs	LS		\$35,000
3	Title Certificates for Easements	LS		\$2,100
4	Acquisition of Easements	LS		\$2,500
5	Environmental Review	LS		\$-
6	Utility Relocation	LS		\$-
7	Environmental Mitigation	LS		\$-
8	Grant Administration	LS		\$15,000
9	Bonding and Interest	LS		\$-
<b>Subtotal</b>				<b>\$59,218</b>

Basic Engineering Services				Cost \$
1	Design Phase	LS	10%	\$46,177
2	Construction Administration	LS	2.50%	\$11,544
3	Construction Observation (1 persons, 4 hrs per day for 90 days, \$70/HR)	Hrly		\$25,200
4	Reimbursable Expenses	RMB		\$3,300
<b>Subtotal</b>				<b>\$86,221</b>

Additional Engineering Services				Cost \$
1	Hourly Services	Hrly	1%	\$4,618
2	Geotechnical	LS		\$7,500
3	Permitting	LS		\$2,500
4	Easement Acquisition	LS		\$3,500
5	\$WPPP	LS		\$4,500
6	PER	LS		\$7,000
7	Legal Survey	LS		\$8,000
8	Reimbursable Expenses	RMB		\$1,000
<b>Subtotal</b>				<b>\$38,618</b>

\*Engineering paid by City \$124,839

<b>Total Professional Fees</b>	<b>\$184,057</b>
<b>Total Project Cost</b>	<b>\$645,826</b>

This preliminary opinion of probably costs does not include sidewalks, stormwater structures or utility relocations

Independence Stormwater - Alternate					
W Cottonwood Street					
No.	Item	Est. QTY	Unit	Unit Price	Cost
22	Precast Box Culvert 10'x5'	1	LS	\$50,000	\$50,000
<b>Subtotal</b>					<b>\$50,000</b>
<b>Contingency</b>				<b>10%</b>	<b>\$5,000</b>
<b>Alternate 1 Construction Cost</b>					<b>\$55,000</b>



# Alternative Cost Estimate

This alternative option that we are proposing presents a better solution with larger reinforced concrete boxes that we recommend to allow more capacity and prevent future flooding in the affected area.

Independence Stormwater					
Sycamore Street & 20th Street					
No.	Item	Est. QTY	Unit	Unit Price	Cost
1	Mobilization	1	LS	\$68,000	\$68,000
2	Removal of Existing Structure	1	LS	\$25,000	\$25,000
3	Clearing & Grubbing	1	LS	\$4,000	\$4,000
4	Unclassified Excavation	1,225	CY	\$50	\$61,250
5	Compaction of Earthwork	730	CY	\$10	\$7,300
6	Traffic Control	1	LS	\$7,000	\$7,000
7	Aggregate Surface	20	TN	\$25	\$500
8	Aggregate Base	375	TN	\$25	\$9,375
9	Asphaltic Concrete Base	220	TN	\$300	\$66,000
10	Asphaltic Concrete Surface	65	TN	\$275	\$17,875
11	Precast Box Culvert 20'x5' - 20th	42	LF	\$2,500	\$105,000
12	Precast Box Culvert 20'x5' - Pine	24	LF	\$3,200	\$76,800
13	Granular fill-box	226	CY	\$85	\$19,210
14	Foundation Stabilization	90	CY	\$60	\$5,400
15	RipRap Slope Protection	310	TN	\$50	\$15,500
16	Geotextile Fabric	420	S.Y.	\$4	\$1,680
17	Guardrail (thrie beam on box)	150	LF	\$60	\$9,000
18	Thrie End Section	8	EA	\$200	\$1,600
19	Object Markers	8	EA	\$225	\$1,800
20	Seeding, Mulch & Fertilizer	1	LS	\$5,000	\$5,000
21	Contractor Staking	1	LS	\$3,800	\$3,800
<b>Subtotal</b>					<b>\$511,090</b>
				Contingency	10% \$51,109
<b>Total Construction Cost</b>					<b>\$562,199</b>

Additional Project Costs				Cost \$
1	Legal Services	LS	1%	\$5,622
2	Easement Costs	LS		\$35,000
3	Title Certificates for Easements	LS		\$2,100
4	Acquisition of Easements	LS		\$2,500
5	Environmental Review	LS		\$-
6	Utility Relocation	LS		\$-
7	Environmental Mitigation	LS		\$-
8	Grant Administration	LS		\$15,000
9	Bonding and Interest	LS		\$-
<b>Subtotal</b>				<b>\$60,222</b>

Basic Engineering Services				Cost \$
1	Design Phase	LS	10%	\$56,220
2	Construction Administration	LS	2.50%	\$14,055
3	Construction Observation (1 persons, 4 hrs per day for 90 days, \$70/HR)	Hrly		\$25,200
4	Reimbursable Expenses	RMB		\$3,300
<b>Subtotal</b>				<b>\$98,775</b>

Additional Engineering Services				Cost \$
1	Hourly Services	Hrly	1%	\$5,622
2	Geotechnical	LS		\$7,500
3	Permitting	LS		\$2,500
4	Easement Acquisition	LS		\$3,500
5	SWPPP	LS		\$4,500
6	PER	LS		\$7,000
7	Legal Survey	LS		\$8,000
8	Reimbursable Expenses	RMB		\$1,000
<b>Subtotal</b>				<b>\$39,622</b>

\*Engineering paid by City

\$138,397

<b>Total Professional Fees</b>	<b>\$198,619</b>
<b>Total Project Cost</b>	<b>\$760,818</b>

This preliminary opinion of probably costs does not include sidewalks, stormwater structures or utility relocations

Independence Stormwater - Alternate					
W Cottonwood Street					
No.	Item	Est. QTY	Unit	Unit Price	Cost
22	Precast Box Culvert 20'x5'	1	LS	\$75,000	\$75,000
<b>Subtotal</b>					<b>\$75,000</b>
				Contingency	10% \$7,500
<b>Alternate 1 Construction Cost</b>					<b>\$82,500</b>





25A N. MAIN • SAPULPA, OK 74066  
1825 20TH RD • THAYER, KS 66776  
[WWW.MIDWEST-ENGINEERS.COM](http://WWW.MIDWEST-ENGINEERS.COM) • 918.264.9405





U.S. ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) GRANT FOR  
**WHISKEY CREEK DRAINAGE  
IMPROVEMENTS**

SYCAMORE & 20TH STREET | JUNE 2020



PROFESSIONAL ENGINEERING CONSULTANTS PA

June 18, 2020

Ms. Kelly Passauer, CPM  
Acting City Manager/Zoning Administrator  
811 West Laurel Street  
Independence, KS 67301

RE: EDA Grant for Whiskey Creek Drainage Improvements (Sycamore Street and 20th Street)

Dear Ms. Passauer:

Frequent rain events in southeast Kansas reinforce the challenges faced with maintaining, planning, and designing suitable stormwater infrastructure. Stormwater conveyance systems can overload and eroded banks remain for municipalities to repair after a storm event. Attention to aging infrastructure and ongoing stormwater system maintenance is critical to providing a reliable conveyance system.

The Professional Engineering Consultants, PA (PEC) team is ready for the opportunity to serve the City of Independence. Our team is well versed in the processes to successfully complete drainage projects in fully developed and historic environs while reducing risk. Our experience with assisting cities with easement acquisition on numerous projects will be a benefit to this project. PEC provides a project team with experience in drainage studies, stormwater drainage design, hydraulic and hydrologic modeling, bank stabilization, and detention/retention facility design.

Additional experience includes Corps of Engineers, DWR, and KDHE permitting, funding and grant assistance, water quality improvements, and working with FEMA on projects within the regulatory floodplain. Creating consensus will remain at the forefront of all project tasks, as it has in the past. From relationships built during past projects with the City, we are confident solid, ideal solutions will be generated for each project.

PEC has the expertise needed in the study, planning, design, and construction phases to successfully complete your drainage project. As a multi-discipline firm, we provide a depth of knowledge and experience that will benefit these projects. Also, our capacity and availability ensure we can complete your projects in a timely manner with maximum public support. Close collaboration with the City of Independence on the recent water treatment plant projects has allowed our team to evaluate projects from every perspective and create positive outcomes. This has prepared us to do the same for your drainage projects. Our relationship with City staff will be even more important going forward to help manage any risks and ensure a successful project.

Directly following this letter is our Certification by Prospective Participants as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments. It is our understanding from discussions with City staff that the Consulting Engineer Qualifications and Questionnaire noted in the RFQ is not required. If you would like this document, please me know and I will send it to you. As you review our submittal, please feel free to call with questions or comments. We look forward to more conversation about this important project, that is so vital to the future of Independence.

Respectfully submitted,

PROFESSIONAL ENGINEERING CONSULTANTS, PA



Michael D. Kelsey, PE  
Principal-in-Charge

Certification by Prospective Participants as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments

Michael D. Kelsey, PE

\_\_\_\_\_  
President, Chairman, or Authorized Official

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, Professional Engineering Consultants, PA

\_\_\_\_\_  
Agency or Company

or any person associated therewith in the capacity of \_\_\_\_\_

\_\_\_\_\_  
Owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds.

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years; does not have proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years;

Exceptions \_\_\_\_\_

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

\_\_\_\_\_  
Providing false information may result in criminal prosecution or administrative sanctions.

Michael D. Kelsey

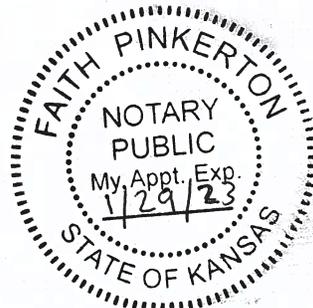
\_\_\_\_\_  
Signature

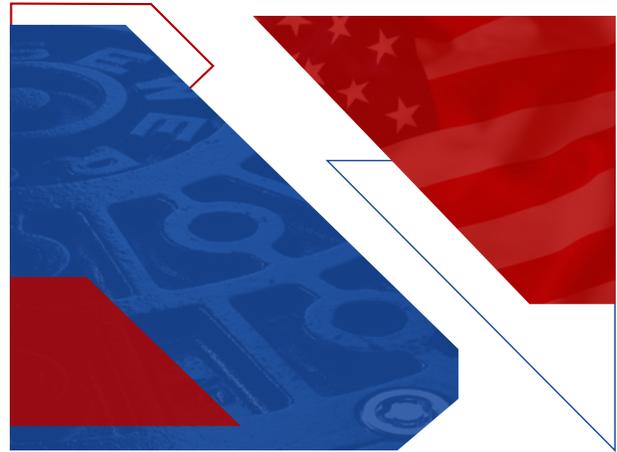
Sworn to before me, a Notary Public in and for the City of Independence, State of Kansas this 17<sup>th</sup> day of June 2020

Faith Pinkerton

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

My Commission expires 1/29/23





SECTION ONE

Capabilities of the Firm/  
Past Performance

SECTION TWO

Qualified Personnel  
- Organization Chart  
- Resumes

SECTION THREE

Office Locations and References

SECTION FOUR

Commitment of Resources that  
Could Limit Performance

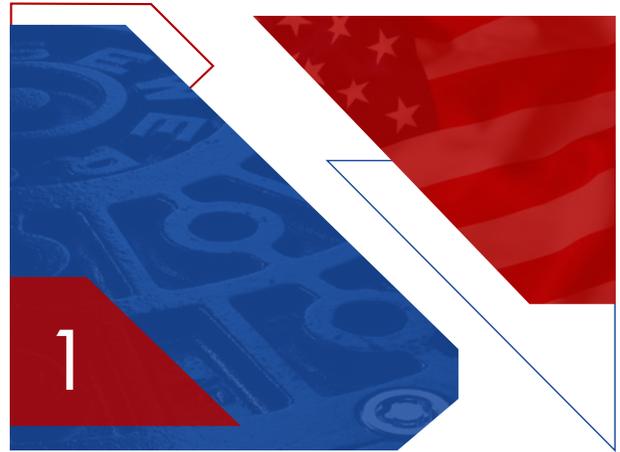
SECTION FIVE

Familiarity with Project Area  
and Accessibility of Firm's Office

SECTION SIX

Ability to Deliver Project  
On Time and Within Budget





SECTION ONE  
Capabilities of the Firm/  
Past Performance





**Professional Engineering Consultants PA (PEC)** applies scientific principles to make things work. We communicate those principles in a way that promotes understanding and consensus to maximize opportunities.

That's what good engineering is all about — that is what PEC is all about — creating opportunity. We understand the market, the technology, the regulations and the communities we serve. It's having the foresight to re-imagine the everyday into the extraordinary with practical, proactive, innovative solutions that save money and create value.

Founded in 1965 as one of the first full-service consulting firms in the region, **PEC's knowledge is the cumulative effect of more than 50 years of experience.** We offer comprehensive services conveniently located in one firm, an efficiency that translates into time and cost savings.

PEC started with less than 30 people. Today, our staff of more than 300 holds professional engineering licenses in all 50 states. Our work takes us across the nation and around the world to design an increasing variety of projects from highways to hospitals — water towers to wind turbines — stadiums to sidewalks — and everything in between.

What we do is important but more important is how we do it for you. We know each client is different and each project is unique. We are flexible in our approach, innovative in our thinking and relentless on your behalf. **We appreciate your partnership, honor your input and will work to create value for you at every point in the project.**

Our services include:

- **Civil Engineering**  
drainage/stormwater, transportation, water/wastewater, airports, municipal services, planning, land development, traffic engineering, construction administration, funding assistance
- **Field Services**  
survey, geotechnical engineering, construction observation, special inspections, construction materials testing, commissioning, HVAC air and water balance
- **Facilities Engineering**  
mechanical, electrical, structural, telecommunications, specialty lighting, plumbing, arc flash, specialty foundations
- **Specialty Services**  
landscape architecture, site design, audio/visual design, architectural lighting design, computational fluid dynamics, infrared thermography, ground penetrating radar (GPR), electro-acoustic simulation, automated control systems, virtual design + construction, geographic information systems (GIS), 3D laser scanning

  
[www.pec1.com](http://www.pec1.com)

KANSAS  
 WICHITA | TOPEKA | LAWRENCE | PITTSBURG  
 OKLAHOMA  
 TULSA | OKLAHOMA CITY

MISSOURI  
 KANSAS CITY  
 COLORADO  
 FORT COLLINS



**FORD, MERIDIAN, RAMSEY STREETS PAVING AND DRAINAGE IMPROVEMENTS VALLEY CENTER, KS**

PEC provided civil engineering design, as well as survey and geotechnical services for paving and drainage infrastructure improvements along Ford, Meridian, and Ramsey including construction of a 10-acre wet pond and 30-acre dry pond with stormwater sewer pump station, and stormwater sewer to alleviate flooding in the center of the City. The project components included environmental analysis and permitting, pavement geometry and traffic signal improvements, drainage analysis, and civil engineering design of all site design components to construct the largest public project undertaken in Valley Center's history.

**CADILLAC LAKE PARK WICHITA, KS**

This study assessed current and future flooding potential in the Cadillac Lake drainage basin, especially through the Chadsworth development. The study was precipitated by proposed development south of 29th Street immediately adjacent to Maize Road on both the east and west. Hydrologic and hydraulic computerized analyses were performed utilizing the HEC-HMS computer software to determine the base flood elevation (BFE) for the 100-year precipitation event. The development impacts approximately 12 out of the 41 acres of wetlands that are on the project site. Over 44 acres of wetlands are mitigated on the upstream property through restoration, enhancement and creation. An additional 20 acres of wetlands will be created off site at the Cowskin Creek Water Reclamation Facility. The public will have access to portions of both wetland mitigation sites that will provide recreational and educational opportunities. PEC provided the drainage study, drainage improvement design, and site/civil design for the multi-use development of the property including detention, wetlands mitigation, and regulatory permits.



**BERLIN DRAINAGE AND SCHOOL DISTRICT POND ROSE HILL, KS**

PEC provided survey, geotechnical, design, construction administration, and construction inspection services for this project. Project included assisting the City with acquisition of EPA funds to construct the project, and coordinating with the EPA during design and construction.

The Berlin Drive portion included approximately 750 LF of the stormwater sewer, designed to increase the capacity of the system and reduce flooding. In addition, channel grading, erosion protection, and tree clearing addressed drainage downstream of Berlin. The School Street Pond portion included a 9-acre detention pond on City Park property. This pond was designed to decrease storm water flows, restoring the peak runoff to pre-development conditions and reducing flooding concerns of downstream properties.

**CROSS CREEK WATERSHED JOINT DISTRICT NO. 42 IMPROVEMENTS ROSSVILLE, KS**

Cross Creek Watershed Joint District No. 42 currently consists of 32 existing dam structures: 15 are PL566 dams that were federally financed, designed and constructed; and 17 dams are state/locally financed, designed and constructed. PEC has been the District's engineer since 1991. PEC's responsibilities on these projects has included planning, surveying, dam design, wetlands design, construction inspection, annual inspection, and rehabilitation analysis and design. Specifically:

- PL566 Sites 1-15 (15 total): Annual inspections on all sites, and rehabilitation analysis and design on individual structures on an as-needed basis between 1994-present.
- Sites 104, 105, 109, 111, 119, 121 (6 total): Construction inspection on all sites between 1991 and 1993. Annual inspections on all sites, and rehabilitation analysis and design on individual structures on an as needed basis between 1994-present.
- Sites 102A, 103, 107, 108, 110, 112, 116, 123, 130, 131, 133 (11 total): New dam design and construction inspection on all sites between 1994-present. Average construction cost of each dam approximately \$100,000 to \$150,000. Annual inspections on all sites, and rehabilitation analysis and design on individual structures on an as-needed basis between 1994-present.
- Rehabilitation design included: Repair of dam embankments and wave berms; replacement of principal spillway inlet risers; repair of principal spillway pipe by lining; repair of downstream stilling basins; miscellaneous erosion, fencing, and sitework repair.



### 19TH STREET, IOWA STREET TO ALABAMA STREET LAWRENCE, KS

The idea to reconstruct this portion of 19th Street came about as part of the City of Lawrence's 10-year infrastructure sales tax plan spanning from 2009 to 2019. Voters approved extending this plan another 10 years in the Fall 2017 elections. Deteriorating pavement conditions and increasing traffic volumes demonstrated the need for this project to complete before renewal of the existing sales tax plan. Also, the plans for the University of Kansas' \$350 million Central District project were in the works and the intersection of 19th Street and Ousdahl Road to become the primary entrance for these improvements.

The roadway alignment of 19th Street was preserved and included widening to have three lanes, bicycle lanes, and a shared-use sidewalk along parts of the project. Traffic signal improvements at the intersections of 19th Street and Ousdahl Road and 19th Street and Naismith Drive support public safety through this improved corridor. Improvements to the water distribution system, sanitary sewer system, and storm sewer system are also included in this project. The final portion of this project includes the addition of pedestrian tunnels at the intersection of Iowa (US-59) and 19th Street for an additional cost of more than \$2 million. The City was awarded a Transportation Alternative (TA) project from the Kansas Department of Transportation (KDOT) costing \$1.6 million sharing with the state; KU agreed to participate with up to \$400,000. This part of the project included retaining walls and additional grading to meet ADA requirements through the proposed tunnels and approaches. Moving pedestrians off of the busy 19th Street and Iowa intersection will make this addition a huge safety improvement for the area residents and KU students.

This project was split up into three phases to minimize the impact to KU students and local Lawrence residents.

- Phase 1 - Completed in 2016: 19th Street and Ousdahl intersection
- Phase 2 - Completed in 2017: West of Naismith Drive to 19th Street and Alabama Street intersection
- Phase 3 - Completed in 2019: Iowa Street to Alabama Street and Pedestrian tunnels



### MASTER DRAINAGE STUDY VALLEY CENTER, KS

PEC performed a comprehensive master drainage plan for the City. Scope included review of known areas of concern for drainage and flooding, determining solutions to solve the local drainage problems, and determining optional solutions and costs to fix the problem areas. The project included public meetings/workshops with the City Council and citizens to discuss concerns, and then included a prioritized plan to complete proposed improvements. The City has successfully completed a significant portion of those projects in their 10-year CIP. After the 10 year CIP was completed, all of the top priority improvements were completed, and several other lower priority improvements were completed with other associated projects. The City then hired PEC in 2015 to perform an update to the drainage plan and re-prioritize the improvements.



### UNIVERSITY OF KANSAS CENTRAL DISTRICT DEVELOPMENT PROJECT LAWRENCE, KS

PEC provided stormwater management design for this 55-acre development on the University of Kansas campus. The scope included a regional watershed and detention study of pre/post development scenarios for stormwater quantity and quality management. The study determined the impacts of the proposed development on the downstream watershed and considered various alternatives to water quantity and quality control. These alternatives were evaluated with cost-to-benefit analysis in order to select the most effective solution. Adherence to City of Lawrence stormwater requirements and coordination with City staff were mandatory.

A wide range of drainage solutions for quantity control were considered including underground structures, above ground multi-use basins, and various combinations of above and below ground storage areas. Throughout the study, accurate and consistent cost estimating was maintained using current bid tabs, KDOT quarterly data, contractor, and subcontractor estimates.

Final design incorporated the proposed recommendations of regional storm collection and detention network for the proposed education halls, recreational and practice fields, and parking areas.

PEC maintains close working relationships with a number of contractors specializing in various areas of construction and is able to utilize this “real world” expertise to develop accurate cost estimates.



### K-15 STORMWATER OUTFALL REPAIR WICHITA, KS

The repair of this stormwater sewer washout at the extension of 31st Street South westward to the Central Avenue drainage involved producing alternative design concept plans, topographic surveys, repair design, erosion control plans, and landscaping plans and details. PEC identified utility conflicts according to the City’s ULCC process and developed SWPPP.

### MASTER DRAINAGE PLAN HAYSVILLE, KS

The City of Haysville requested that PEC assist in the formulation of a master drainage plan. The work leading up to the final presentation of the master plan included analysis of areas with deficient drainage that were susceptible to flooding. Improvements to remedy these problems effectively and economically were presented at workshops and City Council meetings to solicit input and other concerns from the public. A prioritized project list based on this feedback was incorporated in the final recommendations.



### **MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) OTTAWA, KS**

The City of Ottawa, Kansas is required to maintain a Municipal Separate Storm Sewer System (MS4) NPDES permit to discharge stormwater. PEC is a partner in assisting the City to comply with the permit requirements. In this role, PEC assists with regulatory reporting and auditing, water quality testing, and water quality data analysis. PEC also aids in developing Capital Improvement Projects that improve water quality, as well review of the City's development and zoning regulations as they relate to stormwater management and quality. Nearly all of the streams the City discharges stormwater into originate outside of the City limits. PEC is also working to identify organizations beyond the City's jurisdiction that can assist in resolving water quality issues in the area.

### **SINCLAIR REFINERY SOUTHWEST BOULEVARD SITE DEVELOPMENT TULSA, OK**

Sinclair Refinery purchased a 10-acre site adjacent to its existing property as part of a significant plant expansion in Tulsa. PEC performed survey, drainage study, and design drainage improvements while working intensively with City of Tulsa Development Services Division. Additional review was performed to establish any detrimental impacts to adjacent properties as a result of the proposed improvements.



### **HARVARD AVENUE BETWEEN 41ST AND 51ST STREET TULSA, OK**

PEC is currently working with the City of Tulsa to design infrastructure improvements on Harvard Avenue that includes stormwater and water utility relocations and pavement restoration. The design of the water utilities include relocation of an existing 12-inch water main and the accommodation of a parallel 24-inch main that will be constructed in the future. Planning for the alignment of these water mains has resulted in the need to relocate portions of the existing stormwater system beneath Harvard Avenue.

In addition to performing the analysis of the pre/post development stormwater conditions, PEC is designing the relocation of the existing collection system and construction of other proposed improvements. Upon completion of the project, the stormwater collection system for Harvard Avenue will be sized to accommodate the 100-year storm event.

In order for stormwater collection to remain fully functional during the course of construction, frequent coordination between PEC and the City of Tulsa has been critical to successfully facilitate not only the locations of the utilities, but also to properly identify the construction sequencing. Strategic phasing of both the water and stormwater utilities will be well planned with respect to utility relocation and construction, pavement restoration, and traffic control during these activities.

### **KANSAS DEPARTMENT OF WILDLIFE PARKS AND TOURISM**

#### **MAXWELL WILDLIFE REFUGE BANK STABILIZATION MCPHERSON COUNTY, KS**

Bison and elk herds are managed at Maxwell Wildlife Refuge area where any ordinary livestock fencing would be inadequate to control the herds within the management area. Stream bank erosion along the banks of Battle Creek was endangering the foundation integrity of the livestock water-gap control structure and adjacent fencing. This project included repairs to eroded stream banks near the existing structure by means of bank sloping and placing rip-rap reinforcement. A new water-gap structure was designed to complement the bank improvements and accommodate the 9-foot fence height.



## SAND CREEK BANK RESTORATION AND MULTI-USE PATH NEWTON, KS

Once a source of flooding in downtown Newton, Sand Creek now has stabilized stream banks, a stream-side walking and biking path, and offers non-motorized boating. It is more than a drainage system. It is a destination for citizens and community visitors. Funding was shared with \$5 million from the Corps of Engineers and \$4 million from City of Newton general obligation budget funds.

During construction, more than 175,000 cubic yards of dirt was excavated, the banks were lined with more than 68,000 tons of quarry run stone, and 10,000 feet of retaining walls were installed. Along with the bank restoration, the project included a 35-acre wetland near the wastewater treatment plant and two hardwood tree plantings along the creek south of the dam and upstream of the Union Pacific Railroad trestle in Centennial Park.

The benefits resulting from Newton's streambank restoration included improved aquatic and riparian habitat, increased access to the public and added safety for users. Restoring wetlands and improving the health of a stream and its bordering lands are valuable not only because they are attractive but because they contribute to the environment in many ways including:

- Improving water quality
- Preventing soil erosion
- Lessening the frequency and severity of flooding
- Providing wildlife habitat

PEC provided civil engineering, survey and geotechnical services. This project won the Kansas Chapter of the ACEC Project of the Year Award.



## KOCH INDUSTRIES CAMPUS EXPANSION WICHITA, KS

PEC provided civil engineering design services for the relocation of approximately one mile of arterial roadway around the new Koch Industries Campus Expansion. This project included a new five-lane roadway section design with right turn acceleration and deceleration lanes at the major intersections. The project also included land use planning, zoning and platting strategy, environmental analysis and permitting, traffic and transportation analysis, utility analysis, drainage analysis, geotechnical assessment, and landscape design. PEC provided earthwork, grading, and pavement including drives, campus roadways, and extensive parking. PEC was also responsible for stormwater management, waterline, sanitary sewer, lift station, irrigation pump station, and construction sequencing.



## OTHER PEC DRAINAGE EXPERIENCE

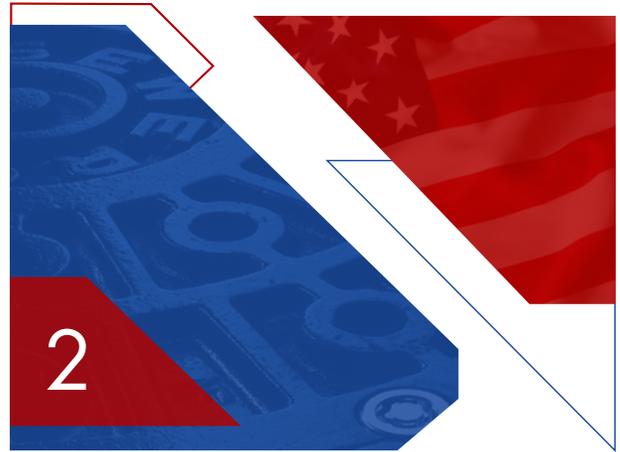
Miller's Professional Imaging Drainage Study Phase 1; Pittsburg, KS  
 Riverside Park Drainage Study; Iola, KS  
 Scott Street Drainage Study Phase 1 and 2; Iola, KS  
 Horton Street Storm Sewer Repair and Drainage Improvements; Fort Scott, KS  
 Stormwater Study for Drainage at Seventh and National; Fort Scott, KS  
 Washington and Main Drainage Study; Weir, KS  
 Girard Medical Center Expansion Drainage Study; Girard, KS



The following projects demonstrate PEC's familiarity with CDBG, Rural Development, and KDHE State Revolving Loan Fund requirements, as well as other federally funded projects.

<b>Name of Project</b>	<b>Type of Grant</b>	<b>Project Cost</b>	<b>Design</b>	<b>Project Admin</b>
Medicine Lodge Water System Improvements	CDBG/USDA RD	\$4,500,000	✓	✓
Greenwood County RWD 1 Water System Improvements	USDA RD	\$4,000,000	✓	✓
Neodesha Sewer and Water Improvements	USDA RD	\$8,000,000	✓	✓
Neodesha Gas Distribution System Improvements	CDBG/USDA RD	\$2,400,000	✓	✓
Greensburg Electrical Distribution System	FEMA	\$4,200,000	✓	✓
Greensburg Water Tower	FEMA/KDHE/ USDA	\$676,000	✓	✓
Greensburg Streetlights	FEMA	\$1,300,000	✓	✓
Weir Water Distribution System	CDBG/USDA RD	\$1,200,000	✓	✓
Moline Sanitary Sewer Improvements	CDBG/USDA RD	\$1,300,000	✓	✓
Chautauqua Hills PWWSD No. 20	CDBG/USDA RD	\$9,500,000	✓	✓
Fort Scott Storm Water System	CDBG	\$1,330,000	✓	✓
Fort Scott Sanitary Sewer Improvements	CDBG	\$1,500,000	✓	✓
Pittsburg Wastewater Treatment Plant	EPA/KDHE	\$4,970,000	✓	✓
Pittsburg Superior Industries Site	EDA/KDHE	\$1,500,000	✓	✓
Pittsburg Water Aeration Basin	CDBG	\$200,000	✓	✓
City of Gas Water Distribution System	CDBG	\$532,000	✓	✓
Newton Water Tower	KDHE	\$700,000	✓	✓
Rose Hill Lift Station Replacement	KDHE	\$400,000	✓	✓
Haysville Emergency Water Repairs	CDBG	\$480,000	✓	✓
Valley Center Waterline Replacements	KDHE	\$200,000	✓	✓
Erie Water System Improvements	EPA/KDHE	\$500,000	✓	✓
Ponca City Wastewater Plant	EPA/ODEQ	\$6,500,000	✓	✓
Haysville Water System	CDBG	\$500,000	✓	✓
Neodesha Water System	CDBG	\$500,000	✓	✓
Gyp Hills Regional Landfill	KDHE	\$200,000	✓	✓
KS Dept. of Emergency Preparedness/ Clean Air Act	KDHE	\$63,000	✓	✓

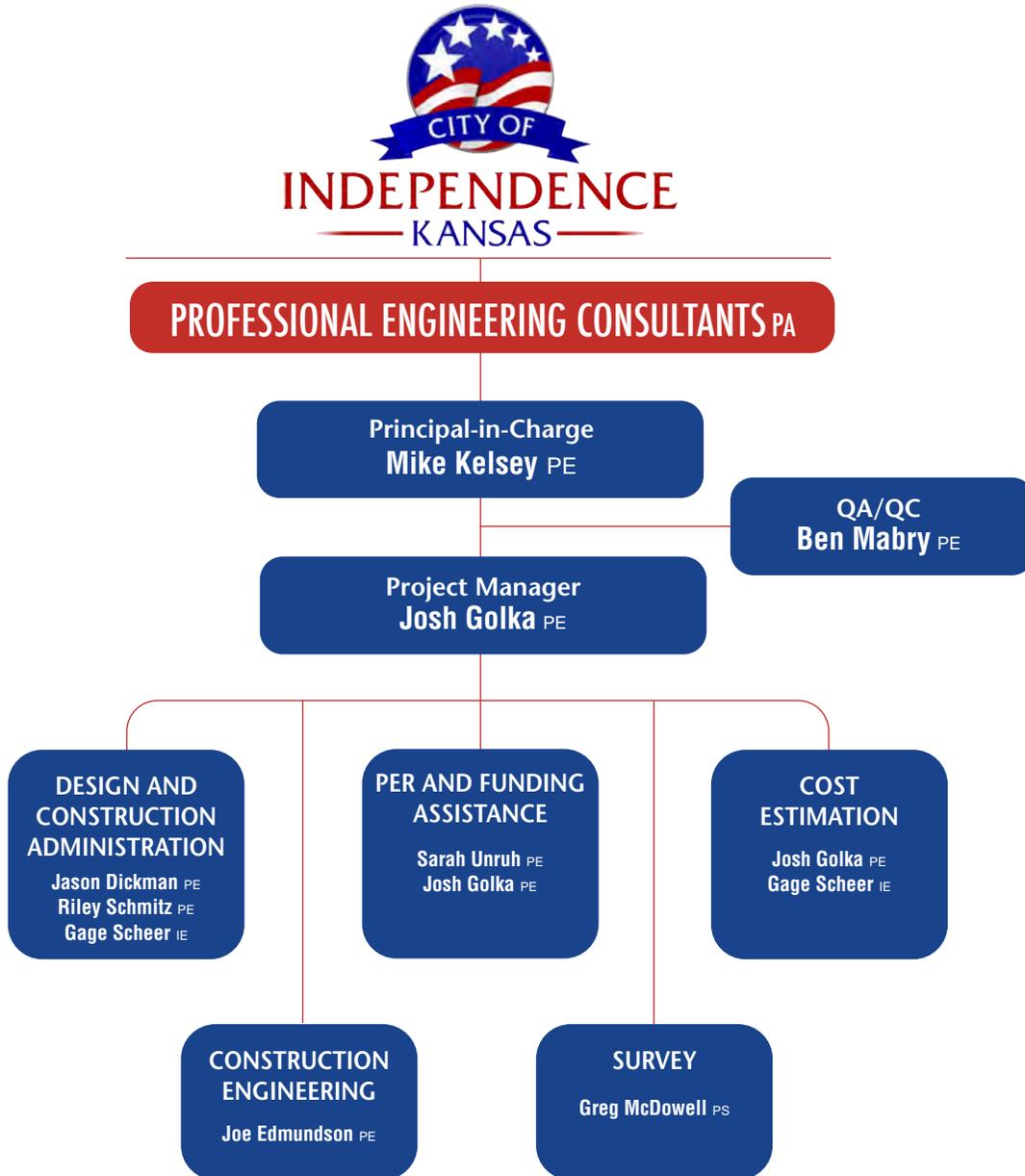




SECTION TWO  
Qualified Personnel  
- Organization Chart  
- Resumes



## Team Organization and Resumes



## Michael D. Kelsey PE

### PRINCIPAL-IN-CHARGE

Mike is the Manager of the Municipal Services Division. He also serves on the PEC Board of Directors. He specializes in waterlines, drainage systems, stormwater, and sanitary sewer line projects. His other responsibilities include lift station and pump station design, as well as large diameter water mains, sanitary sewer mains, storage systems, and large diameter sanitary interceptors.

Mike's project experience includes:

- Sand Creek Bank Restoration and Multi-Use Path; Newton, KS
- Ford, Meridian, Ramsey Streets Paving and Drainage Improvements; Valley Center, KS
- Cadillac Lake Park; Wichita, KS
- Master Drainage Plan; Haysville, KS
- Koch Industries Campus Expansion; Wichita, KS
- Berlin Drainage and School District Pond; Rose Hill, KS
- 79th Street Pond and Stream improvements; Haysville, KS
- Meridian Stormwater Sewer Extension from 5th to 6th Street; Valley Center, KS
- Drainage Improvements Southeast of Rosewood; Rose Hill, KS
- New Market Retail Center Office Paving and Drainage Improvements; Wichita, KS
- Wesley Medical Center Storm Sewer Improvements; Wichita, KS
- Cox Acres Paving and Drainage Improvements; Rose Hill, KS
- Glen Meadows Stormwater Drainage; Wichita, KS
- Sanitary Sewer and Water Master Plans for Valley Center, Rose Hill, Haysville, Sedgwick, Newton, and North Newton, KS
- Southeast Interceptor Design; Derby, KS
- Sanitary Sewer Line Underneath I-135; Wichita, KS
- 42-inch and 36-inch War Industries Relief Sewer Phases 1-3; Wichita, KS
- 36-inch and 30-inch South Side Sewer; Newton, KS
- 54-inch Wastewater Treatment Plant 2 Force Main and Division Structure; Wichita, KS
- St. Francis Street, Douglas Avenue to 2nd Street North, Sanitary Sewer; Wichita, KS
- Industrial Park 2nd Sanitary Sewer; Valley Center, KS
- Evergreen Lift Station and Force Main; Wichita, KS
- NW Industrial Park Force Main and Lift Station; El Dorado, KS
- Custer Hill Beddown Facility Force Main and Lift Station; Fort Riley, KS
- Stearman Estates Force Main and Sanitary Sewer Lift Station; Benton, KS
- 13th Street North and Bayshore Drive/Lakewind Street Lift Station and Sanitary Sewer; Wichita, KS
- 45-inch Sanitary Sewer Rehabilitation; Hutchinson, KS
- Sanitary Sewer Rehabilitation; Newton, KS
- Sanitary Sewer Rehabilitation, Topeka Street to St. Francis; Wichita, KS
- Sanitary Sewer Rehabilitation; Valley Center, KS



**PROFESSIONAL ENGINEERING  
CONSULTANTS, PA**

**PROFESSIONAL ENGINEER**  
Kansas | Colorado | Oklahoma

**EDUCATION**  
Kansas State University,  
Bachelor of Science  
Civil Engineering, 1991

**YEARS OF EXPERIENCE**  
29 years



## Joshua A. Golka PE

### PROJECT MANAGER | PER AND FUNDING ASSISTANCE | COST ESTIMATION

Josh's responsibilities include design, plan and specification development, and QA/QC for various site civil projects including grading, paving, drainage, storm sewer layout, and geometric design. He serves as the engineering city representative for the Cities of Valley Center and Great Bend. Josh is also a leading expert for PEC in hydrologic and hydraulic modeling including HEC-HMS, HEC-RAS, Hydraflow, and StormCAD Sewer Analysis.

Josh's project experience includes:

- Ford, Meridian, Ramsey Streets Paving and Drainage Improvements; Valley Center, KS
- K-15 Stormwater Outfall Repair; Wichita, KS
- Cadillac Lake Park; Wichita, KS
- Master Drainage Plan; Haysville, KS
- Koch Industries Campus Expansion; Wichita, KS
- Berlin Drainage and School District Pond; Rose Hill, KS
- 79th Street Pond and Stream Improvements; Haysville, KS
- Drainage Improvements NE of Park Avenue and Frey Street; Great Bend, KS
- Douglas and Edwards Drainage Improvements; Wichita, KS
- Wastewater Treatment Plant Stormwater Permitting; Haysville, KS
- Wichita Eisenhower National Airport Stormwater Quality Study; Wichita, KS
- Lifeline Foods Floodway No-Rise Evaluation and LOMR; St. Joseph, MO
- Drainage Improvements at Douglas and Edwards; Wichita, KS
- FEMA Survey and Flooding Evaluation; Medicine Lodge, KS
- Dam Emergency Action Plan; Colwich, KS
- Wesley Medical Center Storm Sewer Improvements; Wichita, KS
- Industrial Park Drainage and Paving Improvements; Valley Center, KS
- Sanitary Sewer System Rehabilitation Phase 2; Valley Center, KS
- H Street Sanitary Sewer Study; Wellington, KS
- South Base Multiple Infrastructure Projects; McConnell Air Force Base, KS
- Kansas Crossing Casino Site Development; Pittsburg, KS



**PROFESSIONAL ENGINEERING CONSULTANTS, PA**

**PROFESSIONAL ENGINEER**

Kansas | Colorado | Washington

**EDUCATION**

University of Kansas,  
Bachelor of Science  
Civil Engineering, 2010

**YEARS OF EXPERIENCE**

10 years



## Benjamin M. Mabry PE

### QA/QC

Ben is responsible for design, plan, and specification development for municipal transportation and site civil projects including grading, paving, drainage, utility layout, and geometric design. His responsibilities also include design of roadway horizontal and vertical geometrics, intersection design, multi-use path design, stormwater sewer design, drainage and stormwater system modeling, and management of the design team. Ben's software capabilities include HEC-RAS, HEC-HMS, HEC-1, Hydraflow, StormCad, AutoCad Civil 3D, and AutoTurn. Ben also serves as the City Engineer representative for the Cities of Haysville, Colwich, and Kechi.

Ben's project experience includes:

- University of Kansas Central District Development; Lawrence, KS
- Ford, Meridian, Ramsey Streets Paving and Drainage Improvements; Valley Center, KS
- Cadillac Lake Park; Wichita, KS
- Master Drainage Plan; Haysville, KS
- Berlin Drainage and School District Pond; Rose Hill, KS
- 79th Street Pond and Stream Improvements; Haysville, KS
- Rockwood Falls Addition Streets, Sidewalk, and Drainage; Rose Hill, KS
- Business Park Platting, Parking, Paving and Drainage; Greensburg, KS
- Industrial Park 2nd Addition Streets and Drainage; Sedgwick, KS
- Karla Avenue Paving and Drainage; Haysville, KS
- NW Industrial Park Paving and Drainage Improvements including Sanitary Sewer Extension; El Dorado, KS
- Union Avenue and Colorado Street Improvements including Drainage; Colwich, KS
- South Turtle Drainage Improvements; Haysville, KS
- Grading and Drainage Plans for Prairie Pointe, Evergreen, Oak Creek, and Fontana Subdivisions; Wichita, KS
- Ridgefield Addition Waterlines, Sanitary Sewer, Streets and Drainage; Valley Center, KS
- Grading and Drainage Plans for Webb Business Park, River Forest, and Rock Pointe Subdivisions; Wichita, Haysville, and Kechi, KS
- Rock Pointe Paving and Stormwater Drainage; Kechi, KS
- Mimosa Drive Street and Storm Sewer Improvements; Haysville, KS
- Country Lakes Street and Utilities; Haysville, KS
- Capehart Stormwater Sewer System Study; McConnell Air Force Base, KS
- Stormwater Detention Dam; Sedgwick, KS
- Textron East Campus KDHE Stormwater Permitting Assistance; Wichita, KS
- 167th Street West and Wichita Avenue to 57th Street North; Colwich, KS
- Estes Road and Graves Road Paving; Fort Riley, KS



**PROFESSIONAL ENGINEERING  
CONSULTANTS, PA**

**PROFESSIONAL ENGINEER**  
Kansas | Colorado | Oklahoma

**EDUCATION**  
University of Kansas,  
Bachelor of Science  
Civil Engineering, 2005

**YEARS OF EXPERIENCE**  
15 years



## Jason P. Dickman PE

### DESIGN AND CONSTRUCTION ADMINISTRATION | COST ESTIMATION

Jason manages PEC's Pittsburg office. He works with various municipalities and private developers in SE Kansas coordinating a wide variety of projects. Jason specializes in designing city roadway, waterline, sanitary, and storm sewer projects. He also has experience with residential and commercial developments, road, and bridge projects. Jason's other duties include completing drainage studies and writing drainage reports.

Jason's project experience includes:

- Seventh Street Drainage and Street Improvements; Jenks, OK
- First Street Drainage and Street Improvements; Jenks, OK
- Mulberry Street Storm Sewer Study; Columbus, KS
- Kansas Crossing Casino Flood Study; Pittsburg, KS
- Preliminary Engineering Report for Drainage at 1st and Main; El Dorado, KS
- Sewer Manhole Study and Preliminary Engineering Report; Fredonia, KS
- FLAG Church North Parking Lot Drainage Concept Plan; Pittsburg, KS
- Community Health Center Clinic Grading, Paving, Drainage, Detention, Utilities, and Landscaping; Iola, KS
- Sanitary Sewer and Waterline Relocations; Arma, KS
- Pittsburg State University Kelce Business College Site Civil Plans and City Utility Relocations; Pittsburg, KS
- KMT Waterjet Expansion Site Civil Plans; Baxter Springs, KS
- USD 249 Frontenac Tornado Safe Room Additions Site Civil; Frontenac, KS
- Jolly Fox Brewery Site Civil Plans; Pittsburg, KS
- SH-33 Utilities Relocation; Cushing, OK
- 1st Street and 7th Street Improvements; Jenks, OK
- 2016-2017 Street Maintenance Program Multiple Street Improvement Projects; Topeka, KS
  - SW 29th Street, Burlingame Road to Topeka Boulevard
- 19th Street Reconstruction, Iowa Street to Naismith Drive; Lawrence, KS
- Kansas Department of Transportation (KDOT)
  - Pedestrian Tunnels at 19th Street and Iowa Street (US-59); Lawrence, KS
  - US-69/US-400 Intersection Improvements; Pittsburg, KS
  - US-69 Sanitary Sewer and Waterline Relocation; Arma, KS
  - Hike and Bike Path; Pittsburg, KS
  - High Risk Rural Road Project; Crawford County, KS
  - US-56/K-156/K-96 and Grant Street Intersection; Great Bend, KS
  - Rock Road Shared-Use Path; Sedgwick County, KS
- Non-Arterial Maintenance Zone 8063-S 3.5 Mile Pavement Rehabilitation and Replacement; Tulsa, OK
- South Pittsburg Electric Substation; Pittsburg, KS
- Sugar Creek North Parking Lot; Frontenac, KS



**PROFESSIONAL ENGINEERING  
CONSULTANTS, PA**

**PROFESSIONAL ENGINEER**  
Kansas | Oklahoma

**EDUCATION**  
Kansas State University,  
Bachelor of Science  
Civil Engineering, 1999

**YEARS OF EXPERIENCE**  
21 years



## Riley J. Schmitz PE

### DESIGN AND CONSTRUCTION ADMINISTRATION

Riley is responsible for the design and analysis of highway and drainage projects. He specializes in roadway design and hydrologic and hydraulic (H&H) modeling and analysis. Riley has experience in AutoCAD Civil 3D and HEC-RAS.

Riley's project experience includes:

- I-135 Drainage Canal Repairs; Wichita, KS
- Kansas Turnpike Authority Big Slough South LOMR; Wichita, KS
- Commerce Street Paving and Drainage Improvements; Andover, KS
- North Industrial Park Drainage Survey; Ottawa, KS
- Drainage Study Channel Phase 1; Sedgwick County, KS
- Timber Creek Estates Paving and Drainage Phase 2; Haysville, KS
- Yorktown Parkway Paving and Drainage Improvements; Andover, KS
- Viega Logistics Drainage Study; McPherson, KS
- Pendleton Avenue Drainage; Joint Base Lewis McChord, WA
- McLean Boulevard from Maple to Douglas; Wichita, KS
- Kansas Turnpike Authority Cattle Pens Interchange; Bazaar, KS
- Pawnee Avenue, Webb to Greenwich; Wichita, KS
- North Main Street Paving Improvements; Haysville, KS
- Waco Paving Improvements, Douglas to Central; Wichita, KS
- Douglas Avenue Streetscape from Main Street to Washington Street; Wichita, KS
- 5th Street Paving Improvements; Valley Center, KS
- K-96 Highway and Hoover Road Interchange Improvements; Wichita, KS
- 17th Street North and Oliver Intersection; Wichita, KS
- Industrial Park Master Plan; El Dorado
- 8th Street Paving Improvements; Great Bend, KS
- 2019 Resurfacing Improvements - Williams Street and Kansas Avenue; Great Bend, KS
- Riverfront Baseball Stadium; Wichita, KS
- Three Bridges on SH-20 between US-75 and Collinsville including H&H Study; Tulsa County, OK
- US-64 over Ranch Creek including H&H; Pawnee County, OK
- SH-95 over Goff Creek including H&H; Texas County, OK
- Bridge Reconstruction including H&H; Pawnee County, OK



**PROFESSIONAL ENGINEERING  
CONSULTANTS, PA**

**PROFESSIONAL ENGINEER**  
Kansas

**EDUCATION**  
South Dakota State University,  
Bachelor of Science  
Civil Engineering, 2010

**YEARS OF EXPERIENCE**  
10 years



## Gage A. Scheer IE

### DESIGN AND CONSTRUCTION ADMINISTRATION

Gage's responsibilities include design, plan, and specification development for various site civil projects including grading, paving, drainage, utility layout, and geometric design. Gage's responsibilities also include drainage and stormwater system modeling and design. His software capabilities include HEC-HMS, HEC-RAS, Hydraflow, and AutoCad Civil 3D.

Gage's project experience includes:

- Master Drainage Plan; Valley Center, KS
- Fontana 5th Addition Stormwater Drain Phase 1; Wichita, KS
- Carriage Oaks Subdivision Stormwater Drain; Wichita, KS
- 5th Street Paving from Broadway to the Floodway including Storm Sewer; Valley Center, KS
- Storm Water Sewer Investigation; Great Bend, KS
- Home Base Addition Phase Stormwater Drain; Wichita, KS
- Cross Pointe Development Stormwater Drain; Wichita, KS
- Storm Sewer Improvements from Hillside Street to Serve Wesley Medical Center; Wichita, KS
- Sanitary Sewer System Improvements Funding Assistance; Andale, KS
- University of Kansas Sanitary Sewer Study and Rehabilitation; Lawrence, KS
- 2017 Sanitary Sewer Rehabilitation; Rose Hill, KS
- Sanitary Sewer Replacement between Lincoln Street and 4th Street; Wellington, KS
- Country Lakes 2nd Addition Sanitary Sewer Phase 1; Haysville, KS
- Cowley College Sanitary Sewer Improvements; Wellington, KS
- Sanitary Sewer System Rehabilitation; Auburn, KS
- 8th Street Waterline and Sanitary Sewer Improvements; Great Bend, KS
- Dodge City High School Football Stadium Sanitary Sewer Improvements; Dodge City, KS
- 10th Street Water Main Replacement; Great Bend, KS
- Water Treatment Plant 2 Force Main; Wichita, KS
- Broadway Street Waterline from 55th Street to 63rd Street; Wichita, KS
- Waterline Improvements along Maple Street from 162nd Street to 167th Street West and along 167th Street from Maple Street to Apollo Street; Wichita, KS
- Waterline Improvements along 159th Street East, Lincoln Street, and Brookhaven Street; Wichita, KS
- Carriage Oaks 2nd Addition Survey, Plat, and Grading Plan; Wichita, KS
- Riverfront Baseball Stadium; Wichita, KS



**PROFESSIONAL ENGINEERING  
CONSULTANTS, PA**

**INTERN ENGINEER**  
Kansas

**EDUCATION**  
Kansas State University,  
Bachelor of Science  
Civil Engineering, 2017

**YEARS OF EXPERIENCE**  
3 years



## Sarah C. Unruh PE

### PER AND FUNDING ASSISTANCE

Sarah specializes in evaluation and design of municipal and industrial wastewater collection systems and treatment plants; water treatment plants and distribution systems, system hydraulics and pipelines, equipment, pump stations, and site design.

Sarah's project experience includes:

- Ford Street Stormwater Pump Station (SWPS) and Pond Improvements; Valley Center, KS
- Stormwater Pump Stations 2 and 4; Wichita, KS
- Master Sewer Plan Update; Dodge City, KS
- Sewer Master Plan; Garden City, KS
- Wastewater Treatment Plant Improvements; Concordia, KS
- Wastewater Treatment and Resource Management Facility; Rose Hill, KS
- Wastewater Treatment Plant Improvements Phase 2; Newton, KS
- Wastewater Treatment Plant Improvements; Valley Center, KS
- Wastewater Treatment Nutrient Study; Concordia, KS
- Wastewater Treatment Nutrient Study; Garden City, KS
- Wastewater Treatment Nutrient Study; Emporia, KS
- Water Reclamation Facility and Beneficial Reuse; Dodge City, KS
- Biogas Treatment Facility; Dodge City, KS
- Advanced Wastewater Treatment Plant; Fort Riley, KS
- Wastewater Transmission Line; Liberal, KS
- Water System Master Plan and Distribution System Analysis; Pittsburg, KS
- Water Treatment Facility; Blackwell, OK
- Lift Station and Sanitary Sewer Improvements; Dodge City, KS
- Force Main from Plant 1 to Plant 2; Wichita, KS
- Water Treatment Plant Expansion; Emporia, KS
- Design-Build Water Treatment Plant; Mulvane, KS
- Water Master Plan and Water Treatment Facility; Greensburg, KS
- Water System Evaluation, Groundwater Remediation, and RO Water Treatment Center; Hutchinson, KS
- Water Treatment Facility Improvements; Pittsburg, KS
- Water Quality Reclamation Facility with Beneficial Reuse; Dodge City, KS
- Duncan Area Economic Development Foundation Water Rate Study; Duncan, OK
- Water and Sewer Rate Study; Sterling, CO
- Water Rate Study; Valley Center, KS
- Water and Sewer Rate Study; Dodge City, KS
- Water Rate Study; Derby, KS
- Water Supply, Reuse, and Storage Study; Derby, KS
- Water System Evaluation, Water Wells, and Water Supply Line; Dodge City, KS



**PROFESSIONAL ENGINEERING  
CONSULTANTS, PA**

**PROFESSIONAL ENGINEER**  
Kansas | Oklahoma

**EDUCATION**  
Kansas State University,  
Bachelor of Science  
Civil Engineering, 1999

**YEARS OF EXPERIENCE**  
21 years



## Bradley J. Edmundson PE

### CONSTRUCTION ENGINEERING

Joe is the Manager of the Field Services Department. He is responsible for overseeing the day-to-day activities of inspection, materials testing, survey, and geotechnical staff. Along with his manager duties, Joe specializes in inspection for all types of construction. He provides communication and coordination between the owner and contractor, and assuring safety of all personnel and property during the construction phase.

Joe's project experience includes:

- New Market Square Retail Storm Sewer; Wichita, KS
- Fontana Subdivision Storm Water Drain; Wichita, KS
- Industrial Park 2nd Addition Paving and Drainage, Sedgwick, KS
- SW 14th Street Paving and Drainage; Newton, KS
- Dwight D. Eisenhower National Airport; Wichita, KS
  - Terminal Redevelopment
  - Terminal Apron
  - GA Apron Repairs
  - IR-19L, 1L-19R Asphalt Shoulder, Blast Pad Rehabilitation, and Taxiway D Asphalt Shoulder Rehabilitation
  - Taxiways L, H, and H1
  - Taxiway E, A, A1, and North GA Apron
  - Taxilane Reconstruction
  - Taxiway N and M
  - Air Carrier Apron East and West Reconstruction
  - Rotating Beacon Relocation
- Colonel James Jabara Airport; Wichita, KS
  - Paving, Drainage, and T-Hangars Improvements
  - Airfield Lighting Replacement
  - Runway Pavement Rehabilitation
  - Pavement Condition Survey
  - Taxiway F and G
  - Taxiway A-1 and Apron
  - Southwest Development Improvements
- Newton City-County Airport T-Hangar and Taxiway; Newton, KS
- Atkinson Municipal Airport Runway 4-22 Reconstruction; Pittsburg, KS
- Russell Municipal Airport Taxiways and Apron Reconstruction; Russell, KS
- Textron Aviation Beechcraft Taxiway A at Beech Airfield; Wichita, KS



**PROFESSIONAL ENGINEERING  
CONSULTANTS, PA**

**PROFESSIONAL ENGINEER**  
Kansas | Iowa

**EDUCATION**  
Iowa State University,  
Bachelor of Science  
Civil Engineering, 1985

**YEARS OF EXPERIENCE**  
35 years



## Gregory E. McDowell <sup>PS</sup>

### SURVEY

Greg is responsible for supervising design, construction, and boundary surveys. His duties include site research; project management; computations and calculations; preparation of plats and legal descriptions; quality control; collecting data for sanitary sewer, storm sewer, street, and waterline design; and topography surveys, boundary surveys, and construction staking.

Greg's project experience includes:

- Storm Sewer Study; Columbus, KS
- FLAG Church North Parking Lot Drainage Concept Plan; Pittsburg, KS
- Mulberry Street Storm Sewer Study; Columbus, KS
- Sanitary Sewer Collection System Study; Columbus, KS
- Meadowbrook Mall Sanitary Sewer; Pittsburg, KS
- Sanitary Sewer Lift Station Rehabilitation; Winfield, KS
- Sanitary Sewer System Study; Fredonia, KS
- Kansas Crossing Casino Water and Sanitary Sewer; Pittsburg, KS
- Taylor Branch Sewer; Pittsburg, KS
- 3900 and 4000 Road Survey; Independence, KS
- US-400 Passing Lanes; Pittsburg, KS
- US-69B Broadway and Centennial Avenue; Pittsburg, KS
- Burlington Northern Santa Fe Corporation Railroad Improvements; Parsons, KS
- Kansas Turnpike Authority Cattle Pens Interchange; Bazaar, KS
- 20th and Broadway Reconstruction; Pittsburg, KS
- 2015 Safe Routes to School; Fort Scott, KS
- K-7 and K-47 Geometric Improvements; Girard, KS
- Rubbermaid 12th Street Improvements; Winfield, KS
- Quincy Street Reconstruction; Pittsburg, KS
- K-103, Lincoln to Jefferson Improvements; Weir, KS
- US-69 Access Project; Fort Scott, KS
- 2016 KLINK Resurfacing; El Dorado, KS
- FY14 Training Barracks Upgrade Program; Fort Leonard Wood, MO
- Harry S. Truman Memorial Veterans' Hospital Parking Garage Expansion Phase 2; Columbia, MO



**PROFESSIONAL ENGINEERING  
CONSULTANTS, PA**

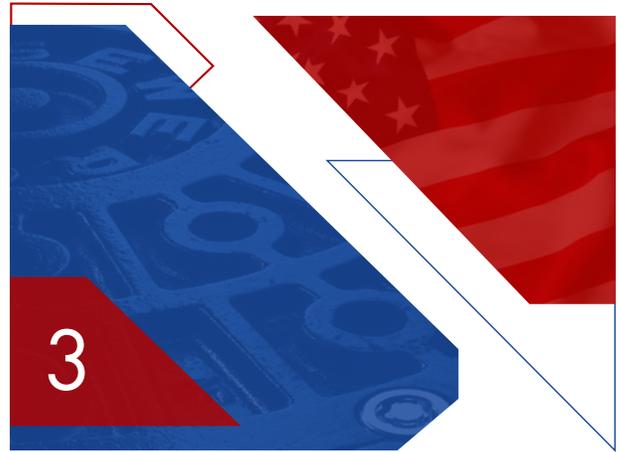
**PROFESSIONAL SURVEYOR**

Kansas

**YEARS OF EXPERIENCE**

26 years





SECTION THREE  
Office Locations and References



## Office Locations



## References

PEC has a high percentage of repeat clientele. This clientele, which includes local government, federal government, and private industry, is a direct reflection of our firm's reputation for integrity and competence in all the engineering, planning, and technical disciplines.

Our clients are always first. The most important element in our job is serving our clients. Our reputation and ability to provide exceptional engineering services is verified by our high number of satisfied clients. The following client references attest to the integrity and competence of PEC and we invite you to contact them for additional information.

### City of Wichita

Gary Janzen, PE  
Assistant Director of Public Works  
455 North Main  
Wichita, KS 67202  
316-268-4501  
gjanzen@wichita.gov

### City of Valley Center

Rodney Eggleston  
Public Works Director  
121 South Meridian  
Valley Center, KS 67147  
316-755-7310  
reggleston@valleycenterks.org

### City of Haysville

Tony Martinez  
Director of Public Works  
200 West Grand  
Haysville, KS 67060  
316-529-5940  
tmartinez@haysville-ks.com

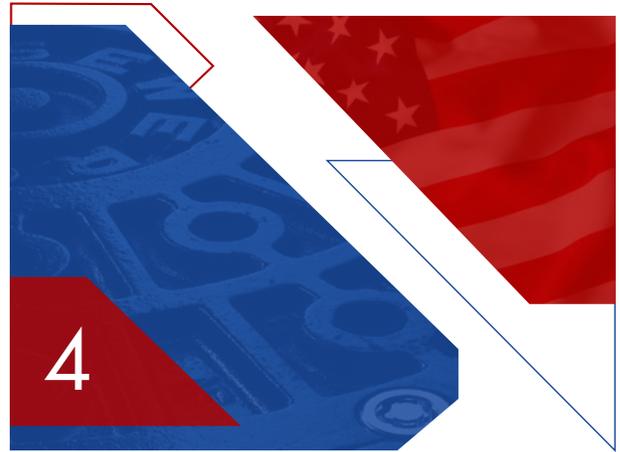
### City of Newton

Suzanne Loomis, PE  
Public Works Director/City Engineer  
201 East 6th Street  
Newton, KS 67114  
316-284-6020  
sloomis@newtonkansas.com

### Cross Creek Watershed Joint District No. 42

Joseph Baumchen  
President  
P.O. Box 454  
Rossville, KS 66533  
785-267-2866  
jwattlaw@gmail.com





SECTION FOUR  
Commitment of Resources that  
Could Limit Performance

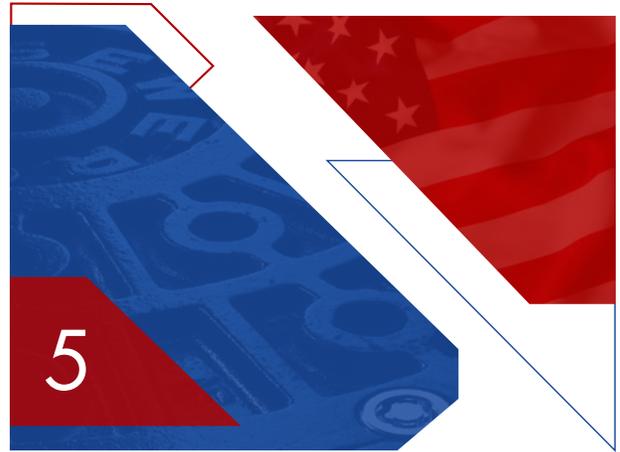


## Commitment of Resources that Could Limit Resources

**No limitations here!** PEC engineers assigned to this project have the time, talent, and resources necessary to successfully complete it. This is great timing for our staff to hit the ground running. **PEC is your one-stop-shop!**

PEC inspectors and testers also have the credentials and skill sets necessary to complete your inspection construction engineering needs and to your expectations. PEC inspectors will utilize mobile devices such as a tablet or laptop computers for their daily work that are compatible with the KDOT CMS requirements.





SECTION FIVE  
Familiarity with Project Area  
and Accessibility of Firm's Office



## Familiarity with Project Area

In going back through our archives, the first project we did in Independence was a concrete tower structural analysis in 1987. Other projects we have provided engineering services for in Independence include the following:

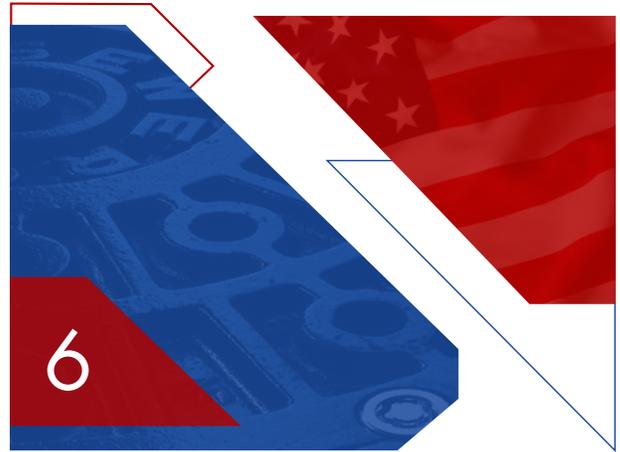
- 2018 Water Treatment Plant Improvements
- Water Tower Rehabilitation and Modifications
- Water Treatment Facility Water Distribution Study Computer Model
- Independence Airport Water Study
- Sewer Line Rehabilitation
- Wastewater Treatment Plant (2.0 MGD) Lagoon Sludge Removal and Disposal Study and Design
- Pump Station Study and Design
- USD 446 Bus Barn Site Civil
- City Recreation Center
- City Library HVAC Retrofit
- City Memorial Hall AV Upgrades
- Textron Aviation
  - Training Center at Independence Community College
  - Light Plane Assembly and Paint Facility
  - Mustang Hangar Expansion
  - Assembly Shipping Addition
  - Corvalis Repair
  - Assembly Tempering Phase 1
  - Assembly Building Addition and Chiller Plant
  - Assembly Conference Room Remodel
  - Delivery Entrance and Office Remodel
  - Flight Canopy Door
  - Underground Water Reservoir and Waterlines Wet Lands Mitigation
  - Industrial Electrical Wiring Mezzanine Air Conditioning
- Mercy Hospital Renovations and Demolition
- Labette Health Rural Health Clinic/Emergency Department
- Independence Community College New Student Residence Hall
- Dillons Store
- Pizza Hut
- New Dentist Office



## Accessibility of Firm's Office

Independence is less than two hours away from our Wichita office, and little more than an hour from our Pittsburg office. With this close proximity, regular review sessions with the City staff and site visits will be easily accommodated. This distance allows PEC to provide the City with timely and efficient response to your project questions. We commit our resources including staff, equipment, and facilities to you and the successful completion of this project.





SECTION SIX  
Ability to Deliver Project  
On Time and Within Budget



## Ability to Complete Projects On Time and Within Budget

We meet our clients' expectations for quality projects on time and within budget. Schedule and cost control requires constant attention. At PEC, this begins by establishing clear roles and responsibilities set in a realistic time frame. Our detailed schedules of events, milestones, and activities are distributed to each team member. The schedule identifies our deadlines and who will meet them. Having time and tasks charted and available at our finger tips assists us in managing and tracking individual activities. ***PEC commits our resources to complete your projects within your time frames.*** We have more than 340 employees that provide a full-range of consulting engineering services that can be added to our project team if needed. **Our team members are ready to begin immediately.**

We keep our clients apprised of costs throughout the design process. We prepare construction cost estimate updates at strategic milestones, which offer increased knowledge of project quantities, materials, and construction complexity. ***We understand the importance of being good stewards of City funds,*** and we will work within the time and budget available for each project. We invite you to ask our client references about how we cost effectively and conscientiously service their communities.



YOU DREAM IT, WE'LL DESIGN IT



303 SOUTH TOPEKA WICHITA, KS 67202  
316-262-2691 [www.pec1.com](http://www.pec1.com)

PROFESSIONAL ENGINEERING CONSULTANTS PA  
— a family of professionals that exists  
to energize communities, shape the future  
and guide the way.



# EDA GRANT FOR WHISKEY CREEK DRAINAGE IMPROVEMENTS (SYCAMORE STREET & 20TH STREET)

INDEPENDENCE, KANSAS

JUNE 18, 2020





EXPERIENCE | Transportation

TranSystems

115 S. Sixth Street, Suite B

Independence, KS 67301

Tel 620 331 3999

www.transystems.com

June 18, 2020

Ms. Kelley Passauer, CPM  
Acting City Manager/Zoning Administrator  
City of Independence, KS

**RE: EDA GRANT FOR WHISKEY CREEK DRAINAGE IMPROVEMENTS (SYCAMORE STREET & 20TH STREET)**

Dear Ms. Passauer and Selection Committee,

- TranSystems Corporation is very excited for the opportunity to provide the City of Independence engineering services for improvements to Whiskey Creek. We have recently prepared a Hydraulic and Hydrologic study of Whiskey Creek, and have had an office in Independence for over 20 years. We believe that our firm offers the following distinct advantages:
- **TECHNICAL EXPERTISE WITH LOCAL PRESENCE – Aaron Moore, PE** in our Kansas City office will serve as the technical lead for this project. Aaron has served as project manager on stormwater projects throughout Kansas. Aaron has access to over 50 design professionals in our Kansas City office available to assist with this project. The staff from our office in Independence will assist in integrating the technical expertise of our Kansas City office with Independence. Our local staff is led by **Shawn Turner, PE**, who has over 27 years of experience in working with municipalities. Shawn will serve as a 'Principal in Charge' to assist Independence with integrating our staff with City staff. As we continually work with cities the size of Independence, **we understand the City Commission members are often integrally involved in projects, and public perception of projects is therefore extremely important.** We often attend City Commission meetings to discuss projects, as well as attend project specific meetings in which elected officials are involved.
- **BALANCING FUNCTIONALITY WITH COST –** We have a significant amount of experience with stormwater infrastructure throughout the State, including Southeast Kansas. We have significant experience with all types of federal funding, including the Economic Development Administration. We are excited by the opportunity for the City to obtain an EDA grant for a long term problem, and will put substantial effort into the City's attempt to secure this funding.
- **LEVERAGING LOCAL DOLLARS –** Not only are we eager for the City to receive a federal EDA grant, **we also believe that engaging our firm will provide the greatest local benefit to the City.** Many of the local and federal dollars spent on design and inspection services will stay in Independence and Southeast Kansas.

It would be our pleasure to work with the City of Independence again and we look forward to discussing this project with you further. Please feel free to contact me at (816) 329-8600 (sdtturner@transystems.com) with any questions or to schedule a meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Shawn D. Turner".

Shawn D. Turner, PE  
*Principal-in-Charge & Contract Manager*

# CAPABILITIES OF THE FIRM

## FIRM PROFILE

Founded in 1966, TranSystems is a multifaceted, national transportation-focused firm that provides 50+ years of consulting, engineering, architectural, and construction expertise to enhance the overall transportation experience. Headquartered in Kansas City, our nearly 800 professionals in more than 30 offices throughout the U.S. perform a broad range of services to all sectors of the transportation marketplace.

TranSystems realizes that cities, counties, and other local entities can have special and unique requirements and funding challenges. We specialize in tailoring our expertise to provide personalized service offerings to suit your specific needs while exceeding your expectations. No other transportation company masters the smallest details, and envisions the big picture, better than TranSystems. Our ability to identify and execute solutions across strategic, design, technical, and operational issues is unmatched. When it comes to moving people and products from here to there, safely and securely, we do it best.

## TRANSYSTEMS BY THE NUMBERS

TranSystems is nationally recognized by several top industry organizations for our innovative consulting, engineering, and architectural solutions. According to Engineering News-Record, and as an indicator of our success and dedication to the transportation industry, TranSystems is:

#9

ENR Kansas  
Top Design Firm

#15

ENR Midwest  
Top Design Firm

468

NATIONAL AND LOCAL  
AWARDS WON

## SERVICES TO MUNICIPAL AND COUNTY CLIENTS:

- Construction Inspection and Administration
- Civil and Structural Engineering
- Flood Plain Analysis
- Feasibility Studies
- Street and Alley Design
- Hydrology / Hydraulics Analyses
- Right-of-Way Acquisitions, Appraisals, and Easements
- Bicycle and Pedestrian Facilities
- Topographic Surveying
- ADA Compliance
- Traffic Analysis and Engineering
- Utility Infrastructure Design
- Signalization and Optimization
- Roadway Layout and Design
- Intelligent Transportation Systems
- Environmental Permitting and Documentation
- Grading and Drainage Analysis
- Sidewalk Layout and Design
- Utility Coordination and Relocation
- Bridge Design and Structural Analysis
- Quiet Zones

## SPANNING THE INDUSTRY WITH A LOCAL FOCUS

TranSystems provides innovative infrastructure solutions, and our local, technical depth is matched by our consulting expertise. We have a vested interest in cities and counties and other local entities because we live here, too. With past projects ranging from high-volume freeways to trails in our own neighborhoods and communities, we have the experience and personnel to deliver solutions that solve your challenges. Our experience crosses the entire spectrum of transportation-related systems and gives us the ability to tailor our proven approach to your individual project. *The big picture - your big picture - is important to us.*

## DRAINAGE SERVICES

- Storm Drainage Design
- Floodplain Analysis
- Low Water Crossing Removal Studies
- Hydrology/ Hydraulics Analysis and Modeling
- GIS
- Water Quality Studies
- BMP
- Stormwater Detention/ Retention
- Cost and Budget Estimates
- Program and Project Management

## PROJECT UNDERSTANDING

The Independence Whiskey Creek area has recently experienced several significant flooding events that have magnified the need for stormwater improvements in certain areas. Several 100-year events impacting the entire Verdigris River basin have occurred, and significant rainfall events have also recently occurred in the Independence Whiskey Creek basin. TranSystems previously completed a hydrologic and hydraulic (H&H) study of the Whiskey Creek basin for the City. The objective of the study was to identify potential improvement projects along the basin, to quantify those projects in cost, and to assist in gauging the benefits of each project.

Since the H&H study has been complete, the City has utilized it as a guide to investigating funding opportunities to target state or federal grants to leverage City dollars. One such potential grant has been identified for improvements near 20th and Sycamore. This area is the site of an undersized vitrified clay storm sewer that intercepts stormwater near Sycamore Street and directs it to the Union Pacific Railroad Right of Way approximately 800 feet downstream.



Several businesses currently reside in this area, and the TranSystems H&H study has determined that improving this stretch of the Whiskey Creek system will result in water surface elevation reduction of over one foot.

An EDA Flood Mitigation grant has been identified that could potentially fund a good portion of the project costs. This EDA grant requires a Preliminary Engineering Report (PER) that will lay the basis of design for the proposed improvements and potential benefits to the adjacent businesses.

The required PER is a natural extension of the H&H study that our firm initially completed. As it is a natural extension of our previous services, we can, therefore, complete the PER quickly and efficiently, which results in dollar savings to the City. With these factors in mind, we have developed a unique project approach which is summarized in the following sections:



### TASK 1 | PREPARE A PRELIMINARY ENGINEERING REPORT

For this task, the TranSystems team will prepare a PER that meets the requirements of the Economic Development Administration (EDA) for the grant application. We will work closely with the City and the Southeast Kansas Regional Planning Commission to ensure that the PER meets all funding requirements. We have worked with the SEKRPC routinely, and have a long history of success in preparing PER's for various grant applications. We will rely heavily on previously completed H&H study, as all technical data has already been prepared. The PER will basically consist of us taking this previously prepared data, and adding it to other information the EDA will want to examine the grant application. Once the City receives the EDA grant, the project will move into the Design Phase.



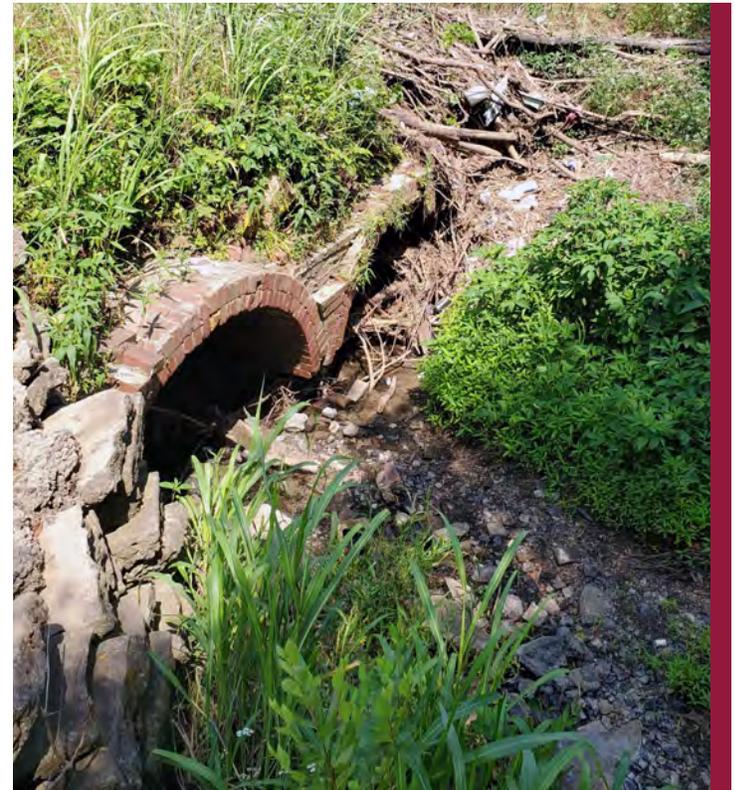
### TASK 2 | DESIGN PHASE

This task will begin with a review of the EDA requirements for the project. We are very familiar with the project area and know that the right-of-way and easements will be required to construct the project. In addition, significant utility coordination and possibly relocations will be required.

We have completed EDA funded projects before, and know what they expect in plans, specifications, and contract documents. We are also very familiar with City procedures and protocols. We will assist City Staff in informing the elected officials of the specifics of the project, as well as providing information for Public Involvement, either via site meetings or virtually.



and subsistence costs. Our staff has inspected projects with literally every type of funding, including KDOT, KDHE, ARRA, TIGER, CDBG, and EDA.



### TASK 3 | BIDDING AND AWARD

Following approval of the plans, specifications, and contract documents, the project will be advertised for bid. We routinely assist the City in doing this and know what is expected. With this type of project, we know the multiple area contractors that will have an interest. We anticipate that a Pre Bid Conference and Pre Construction conference will be held, either at City Hall or at TranSystems local office. Following the Pre Bid Conference, the project will move into the Construction Phase.



### TASK 4 | CONSTRUCTION PHASE ENGINEERING SERVICES

Our local office has inspected literally dozens of projects for the City. These include water, wastewater, stormwater, and streets. Our staff is familiar with City requirements, and our local presence will save the City funds to travel

### SCHEDULE

We understand that leveraging City dollars with federal funds to improve Whiskey Creek is of high importance to the City of Independence. TranSystems will work efficiently to complete in tasks outlined above in a time frame that meets the City's needs.

## EXPERIENCE WITH SIMILAR PROJECTS

### Whiskey Creek H&H Study, Independence, KS

Whiskey Creek has a long history of flooding issues, with several houses frequently flooded. TranSystems recently completed an H&H study for the area that examined possible improvements from near Oak Street to near Cherry Street. The study examined both long term improvements to meet the 100-year frequency and lesser improvements that would decrease water surface elevations and flooding frequency.

Additionally, the study examined and compared the benefits of detention basins and channel improvements, and developed cost estimates for improvements. The study identified one area that would benefit greatly, near Sycamore and 20th Street, which is served by an undersized vitrified clay pipe storm sewer, and undersized masonry arch structures crossing the roadways.



**Client**  
City of Independence,  
KS  
**Completion Date**  
2019

**Client Contact**  
Kelly Passauer  
Interim City Manager  
620.330.0615

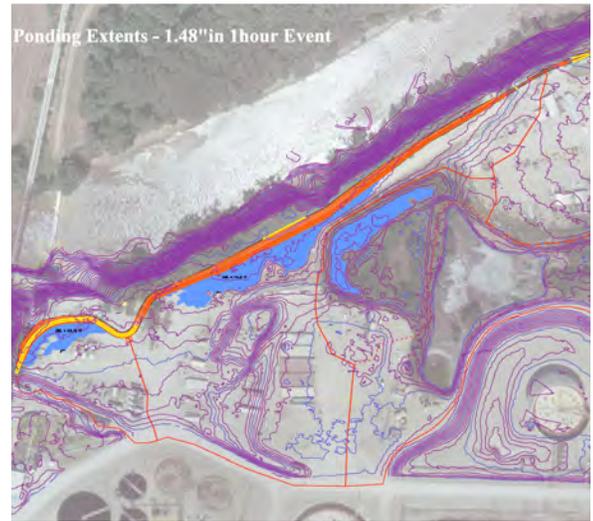
## Stormwater Management - CVR Refinery, Coffeyville, Kansas

The CVR Refinery in Coffeyville, Kansas was required to complete a Supplemental Environmental Project (SEP) by the USEPA as part of a Complaint and Consent Agreement/Final Order (CAFO). TranSystems was selected by CVR to complete the planning, design, and construction inspection for the project.

Preliminary design selection identified a raised earthen berm and vegetated buffer strip to be constructed along the northern end of the facility adjacent to the Verdigris River between North Sunflower Street and the Railroad Bridge. The berm, and the adjoining grass buffer strip, were designed to implement sheet flow minimization to reduce total suspended solids (TSS) exiting the facility.

Design criteria include temporarily detaining a 1.48 inch/hour rainfall event, which equates to the 90th Percentile rainfall event for Montgomery County. Design criteria indicate that the detention and grass strip will result in an approximate 50 % reduction in TSS. Hydraulic and hydrologic modeling was performed by TranSystems to ensure temporary detention of the design storm was occurring, and to gauge the improvements on the northern end of the facility.

The Project was constructed within the regulatory FEMA floodplain for the adjacent Verdigris River. TranSystems conducted hydraulic modeling of the Verdigris River to ensure that the project did not adversely impact water surface elevations for the river. Due to the project being located within the FEMA defined floodplain, a permit was obtained from the Kansas Department of Agriculture Division of Water Resources and the Montgomery County Floodplain administrator.



**Client**  
CVR Refinery

**Completion Date**  
March, 2020

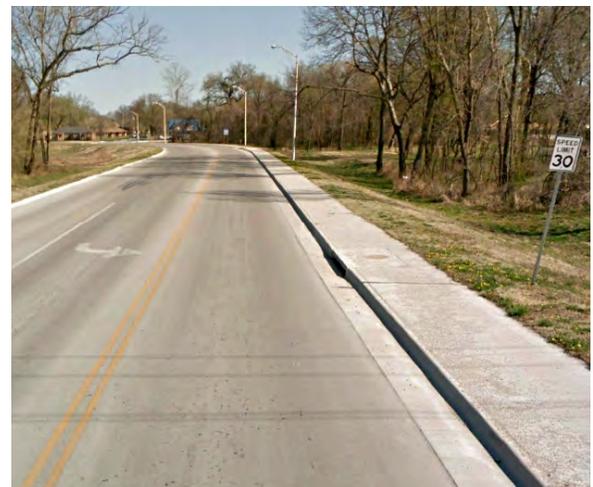
**Client Contact**  
Dave Bracken  
Project Manager  
(620) 688-0781

## Sycamore Creek Improvements, Coffeyville, Kansas

TranSystems has completed engineering services for multiple phases of improvements to Sycamore Creek in Coffeyville, Kansas.

**US-166 BOX CULVERT:** Frequent flooding along Sycamore Creek in Coffeyville led to the City contracting with TranSystems to conduct an H&H study to identify alternatives for improvements. TranSystems identified that the addition of a 12'x12' box culvert parallel to the Sycamore Creek bridge on US-166 (11th Street) would significantly reduce resulting water surface elevations. TranSystems provided design and inspection services for the new box culvert, and provided the necessary documentation and permitting for the City to obtain a LOMR (letter of map revision) with FEMA to reduce the 100-year flood plain elevation along the Sycamore Creek area.

**CLINE ROAD IMPROVEMENTS:** TranSystems provided H&H analysis, design, and construction inspection for multiple phases of stormwater improvements along Cline Road to improve the drainage on the adjacent Sycamore Creek. These improvements include relocating and regrading Sycamore Creek in conjunction with an extension of Cline Road to US-166.



**Client**  
City of Coffeyville, KS

**Completion Date**  
2019

**Client Contact**  
Chuck Shively  
Director of Public Works  
620.252.8192

## Joplin Stormwater System Improvements, Joplin, MO

TranSystems has completed various stormwater projects for the City of Joplin, Missouri. These include:

**CDBG DR:** Analysis of the various municipal stormwater system issues in the Recovery Zone serving the area devastated in 2011 by an F5 tornado. TranSystems conducted hydrologic and hydraulic modeling of various locations and developed an alternative for improvement. The improvements were implemented via the use of CDBG-Disaster Recovery funds. Many of the improvements were along the 20th Street corridor, for which TranSystems provided design and construction engineering and inspection services.

**EUCLID STREET:** TranSystems provided H&H analysis, design, and construction inspection for stormwater improvements along Euclid Street (Old US-66) in Joplin, Missouri. Improvements include the addition of storm sewers, drop inlets, and channel improvements. The project includes innovative solutions due to easement and right of way restrictions.

**ZORA INTERCHANGE:** TranSystems provided design services for the Zora and Main Interchange. Project tasks included spanning Main Street, the KCS Railroad, and the main drainage channel. Approximately 2,500 linear feet of drainage channel was improved to City, MoDOT, and KCS standards.



**Client**  
City of Joplin, MO

**Completion Date**  
(Anticipated) July 2020

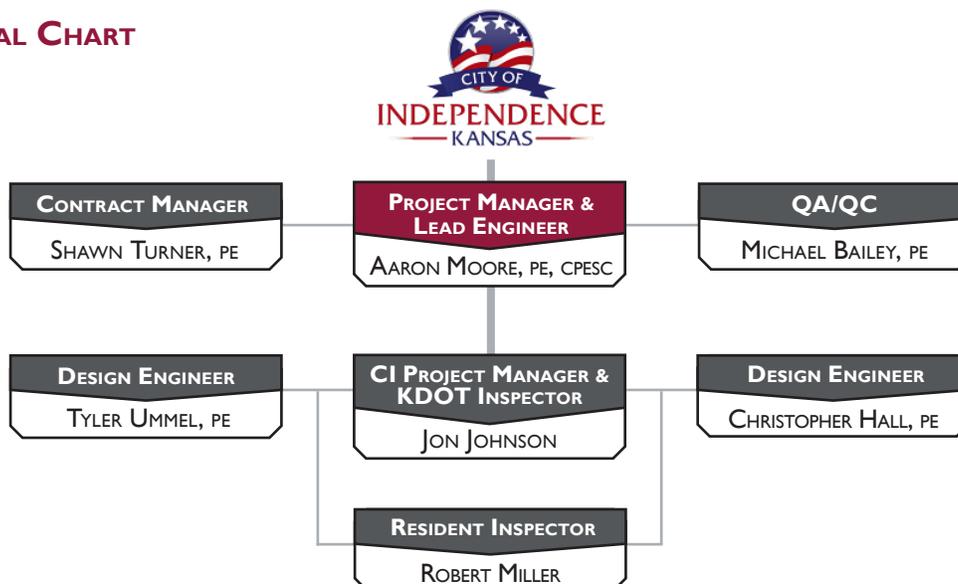
**Client Contact**  
Dan Johnson  
Project Engineer  
417.624.0820

## ADDITIONAL RELEVANT PROJECT EXPERIENCE

- KDOT Bridge Program-Scour Analysis, *Statewide*
- EDA Grant, Sewer Inspection, Project Administration, Waterline Inspection & Design, *Great Bend, KS*
- US-77 over Timber Creek, *Winfield and Anderson Counties, KS*
- Missouri River Hydraulic Analysis, *Midwest*

# QUALIFIED PERSONNEL & WORK HISTORY

## ORGANIZATIONAL CHART



# AARON MOORE, PE, CPESC

## PROJECT MANAGER & LEAD ENGINEER

Aaron specializes in hydrologic and hydraulic engineering design and leads TranSystems' local water resources team. His training includes geographic information systems (GIS) and his experience as a civil engineer includes hydraulic modeling, stormwater planning and design, hydraulic structures design, BMP location studies, and water quality studies. Aaron is also a Certified Professional in Erosion and Sediment Control (CPESC) and has experience in preparing National Pollutant Discharge Elimination System (NPDES) documents such as erosion control plans and stormwater pollution prevention plans.

### SELECTED EXPERIENCE

#### **Whiskey Creek H&H Study, Independence, KS**

TranSystems recently completed an H&H study for the area that examined possible improvements from near Oak Street to near Cherry Street. The study examined both long term improvements to meet the 100-year frequency and lesser improvements that would decrease water surface elevations and flooding frequency. Additionally, the study examined and compared the benefits of detention basins and channel improvements and developed cost estimates for improvements.

#### **5th Street and 3-Mile Creek, Leavenworth, KS**

TranSystems provided engineering design and construction inspection services to the City of Leavenworth to address severe erosion issues where 5th Street crosses 3-Mile Creek. Aaron served as project manager and lead designer to provide a solution that included new storm sewer infrastructure to accommodate runoff associated with 5th Street. In addition an energy dissipation structure was designed to prevent the new outfall pipes discharging into 3-Mile Creek from causing erosion issues in the channel and at the 5th Street bridge abutment. The final design also incorporated repairing an existing stretch of segmented block wall that accommodates the pedestrian trail passing through the project location.

#### **Stump Park Streambank Stabilization, Shawnee, KS**

TranSystems developed a streambank stabilization plan for the tributary to Mill Creek stream near Stump Park on Woodland Drive in Shawnee, Kansas. Due to the instability in Mill Creek, the tributary began degrading vertically and migrating laterally, forcing the City to relocate a segment of a pedestrian trail and bridge. Aaron served as both project manager and lead designer to provide a solution that protects the city's infrastructure and meets regulatory floodplain development criteria. The project included survey, design, permitting, bidding, and construction services.

#### **Woodland Valley Subdivision, Derby, KS**

The Woodland Valley Subdivision of Derby, Kansas, experienced frequent flooding along Wild Turkey Drive. During even small storm events, the open channel conveying runoff regularly overtopped the roadway flooding multiple yards and houses in the area. Aaron led the design of an improved channel section, roadside ditch, and diversion swale to improve the flooding frequency for the neighborhood. The previous roadside ditch included multiple existing driveway culverts that were silted in and did not operate at full capacity, exacerbating the flooding. TranSystems and the City met with the residents to gain firsthand knowledge of flooding issues and discuss potential solutions. Since construction, TranSystems design has proven to mitigate flooding and increase the level of service in the neighborhood. A future Phase is planned to increase level of service even further during major storm events includes a combination of diverting stormwater upstream around the neighborhood.



### EDUCATION

MS, BS, Civil Engineering,  
University of Missouri-  
Kansas City

### CERTIFICATIONS/ AFFILIATIONS

Professional Engineer: KS,  
MO, IA, and GA

Certified Professional in  
Erosion and Sediment  
Control

OSHA 10 Construction  
Safety

### YEARS OF EXPERIENCE

13

### YEARS WITH FIRM

10

# CHRISTOPHER HALL

## RESIDENT DESIGN ENGINEER

Christopher joined TranSystems in 1996, bringing several years of experience in Computer Aided Drafting and Design layout. Prior to employment with TranSystems, he worked for six years as project manager at ASIMA Corporation designing feed mills for Central and South American companies. His responsibilities included complete plant concept and design, beginning with preliminary layout to plant start-up.

### SELECTED EXPERIENCE

#### **Eisenhower Subdivision, Independence, KS**

Completed the drafting and layout of the Spruce street extension which included four cul-de-sacs, storm water detention, sanitary sewer, and preliminary water line layouts.

#### **Sanitary Sewer Improvement, Independence, KS**

Lead CAD technician for a project to replace a portion of the sanitary sewer system in Independence, Kansas, in order to reduce the amount of infiltration and inflow into the system.

#### **KDOT Project 75-63 K 7721-01, Independence, KS**

Acted as lead CAD technician and provided survey assistance for this Geometric Improvement project on Chestnut Street between 8th Street and 9th Street in the city of Independence. The project consists of the widening and realignment of the existing roadway to provide a better tie in with the previously completed project at the intersection of Penn Avenue and Chestnut Street.

#### **KDOT 75-63 K 5883-01, Independence, KS**

CADD Technician for this geometric improvement project, extending from the intersection of US-75 and Main Street to US 75 and Laurel Street in Independence. Responsible for drafting of the intersection of US-75 and three side entrances. Details included cross sections and plan and profile sheets.

#### **North Trunk Sewer, Independence, KS**

CADD Technician responsible for drafting of sanitary sewer plan and profile sheets and calculating quantities.

#### **Downtown Improvements and Streetscape, Independence, KS**

CADD Technician responsible for drafting of water line plan sheets for water line relocation and service connections.

#### **Bluestem P.U.D. Subdivision, Independence, KS**

CADD Technician responsible for drafting roads, water detention, sanitary sewer, water lines, and grading for the subdivision. Details included cross-sections, valley gutters, water detention, and plan/profile sheets.



### EDUCATION

AAS, Computer Aided Design Specialists, Independence Community College

### CERTIFICATIONS/ AFFILIATIONS

ACI Concrete Field Inspection

ACI Concrete Strengths Testing Technician

Asphalt Pavement Inspection

Basic Inspection

OSHA 10 Construction Safety

### YEARS OF EXPERIENCE

30

### YEARS WITH FIRM

24



**SHAWN TURNER, PE | PRINCIPAL-IN-CHARGE & CONTRACT MANAGER | EXPERIENCE: 31 YEARS**

Shawn has a great deal of experience managing and designing non-typical projects with a variety of state and federal funding, including: TIGER, Kansas DOT, Oklahoma DOT, MoDOT, Kansas Department of Health and Education, Oklahoma Department of Environmental Quality, ARRA, EPA, HUD and Economic Development Administration. Shawn specializes in assisting small municipalities with larger projects, utilizing his experience to guide city staff through projects. Shawn regularly serves his clients as though he is an extension to their staff, ensuring projects stay on a successful track toward completion. Shawn's dedication to his clients consistently has a positive impact on the project team.



**MICHAEL BAILEY, PE | QA/QC | EXPERIENCE: 17 YEARS**

Michael is the design team leader in the Wichita office. His background is a project manager and project engineer with a wide range of transportation related projects; including significant involvement with KDOT's "On-Call" and LPA Program/Contract Management, city improvements, project management, and design engineering assignments. He has been responsible for major modification and replacement of bridges, highways, roadways, guardrails, asphalt overlay, curb and gutter, ADA sidewalk design, drainage design, utility relocation, construction documents, and cost estimates.



**TYLER UMMEL, PE | DESIGN ENGINEER | EXPERIENCE: 8 YEARS**

Tyler is an engineer in TranSystems' Wichita office. Following graduation, he worked as a KDOT field engineer. Currently, he is a design engineer on various projects for clients that include local municipalities and the Kansas Department of Transportation (KDOT). Tyler's expertise lies in roadway design, traffic engineering, drainage design, curb and gutter, storm sewer design, construction phasing and sequencing, ADA improvements, and waterline and sanitary sewer design.



**JON JOHNSON | CI PROJECT MANAGER & KDOT INSPECTOR | EXPERIENCE: 31 YEARS**

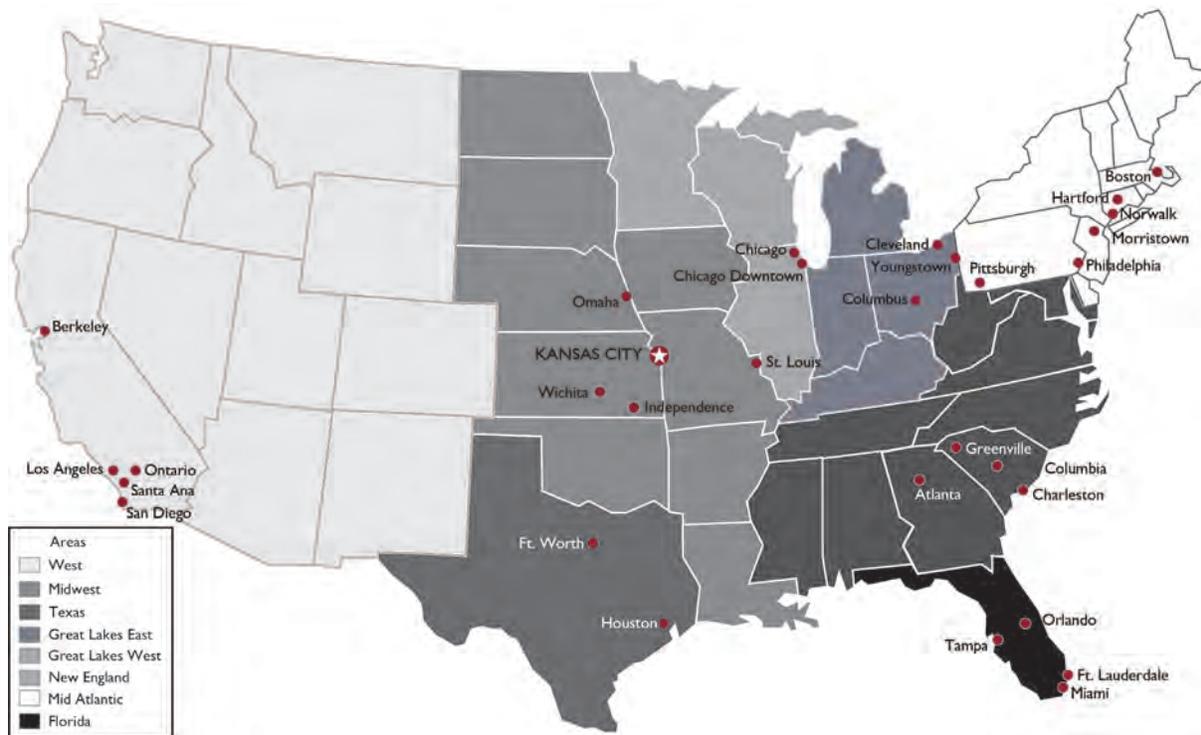
Jon joined TranSystems Corporation in 1996, bringing his years of experience in the field of construction inspection with a number of certifications. Along with these and various other DOT's, he is a valued project manager in the TranSystems' Independence office. He has performed materials testing, inspection, surveying, and completed documentation on a wide variety of transportation projects. He has also provided assistance on metric projects.



**ROBERT MILLER | RESIDENT INSPECTOR | EXPERIENCE: 40 YEARS**

Robert joined TranSystems in 2018 after a 17 year career as an inspector with the Kansas Department of Transportation. During his career with KDOT, Robert worked as an inspector on numerous projects for KDOT throughout District 4, including many in Montgomery County. Robert also has a great deal of experience in other areas of Public Works as prior to working for KDOT, Robert worked as a licensed water treatment plant operator for the City of Independence. In addition, Robert currently serves on the board for two water districts. Robert brings the unique experience of both working directly for State and Local government as well as working for a consultant.

# OFFICE LOCATIONS



TranSystems is comprised of **800** professionals in more than **30** offices. Our project team comprised of **Shawn Turner, Aaron Moore, Michael Bailey, Tyler Ummel, Christopher Hall, Jon Johnson, and Robert Miller** comes from our southeast Kansas offices. With majority of the team working out of the Independence office, we can be at the project site in less than 15 minutes.

# REFERENCES



**DARRIN PETROWSKY**  
 Kansas Department of Transportation  
 Area Engineer  
 620.365.2116  
 Darrin.Petrowksy@ks.gov



**CHUCK SHIVELY**  
 City of Coffeyville, KS  
 Director of Public Works  
 620.252.6007  
 cshively@coffeyville.com



**DARRELL MOYER**  
 City of Parsons, KS  
 Director of Engineering  
 620.820.3996  
 dmoyer@parsonskansas.gov



**CAMERON ALDEN**  
 City of Pittsburg, KS  
 Director of Public Works  
 620.2305515  
 cameron.alden@pittks.org

Certification by Prospective Participants as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments

Shawn Turner, Principal



\_\_\_\_\_  
President, Chairman, or Authorized Official

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, \_\_\_\_\_

\_\_\_\_\_  
Agency or Company

or any person associated therewith in the capacity of TranSystems Corporation

\_\_\_\_\_  
Owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds.

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years; does not have proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years;

Exceptions \_\_\_\_\_

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

\_\_\_\_\_  
Providing false information may result in criminal prosecution or administrative sanctions.



SHAWNA NICOLE JONASON  
My Commission Expires  
June 5, 2021  
Jackson County  
Commission #17605538



Sworn to before me, a Notary Public in and for the City of Independence, State of Kansas this 17 day of June 2020

Notary Public

My Commission expires June 5, 2021



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**June 25, 2020**

**Department** Safety & Code Enforcement

**Director Approval** *David Cowan*

**AGENDA ITEM** Consider updating and modifying the Independence Gun Club lease to allow for the construction of a building, and update the maintenance agreement.

**SUMMARY RECOMMENDATION** City staff recommends approval of a building pending FAA approval and modification of the current lease agreement.

**BACKGROUND** Mark Leaman contacted the City of Independence requesting permission to start the process of modifying the lease and obtaining FAA approval for a new building at the Independence Airport Gun Club. Mark will be present at the meeting to discuss with the Commission the project and steps to obtain approval of the new building.

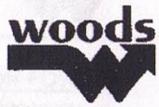
It should also be noted that the original lease and maintenance agreements were approved on February 24, 2005. At that time the Independence Gun Club was to pay the City \$94.71 per month for the lease, and the City was to pay the Independence Gun Club \$69.71 per month for maintenance around the Rifle Berm. These amounts were to be adjusted every five years to reflect any increase in the Consumer Price Index, which would have increased the amounts in 2010, 2015, and 2020. It appears that this has not occurred, therefore, the new lease reflects what the current amount should be based applying the cumulative CPI rate since March 2005 through March 2020 which is 28.38% for the Kansas City Region (Midwest Area). The revised amounts will be \$121.59 for the lease, and \$89.49 for the maintenance agreement.

**BUDGET IMPACT** The budget impact would be minimal based on the CPI adjustment.

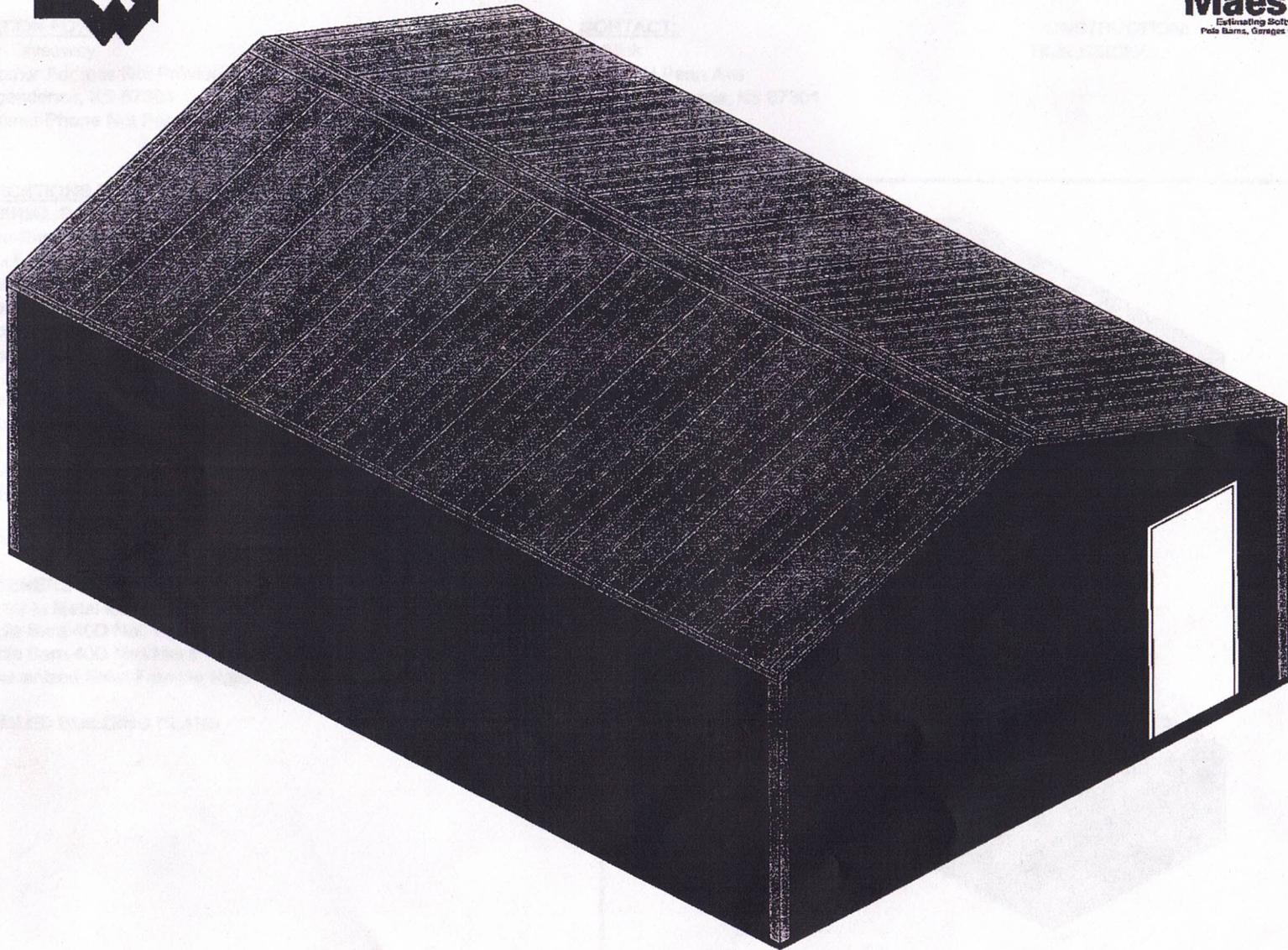
**SUGGESTED MOTION** I move the City request FAA approval of a new building at the Independence Airport Gun Club, and approve the updated and modified lease and maintenance agreements as prepared by the City Attorney.

**SUPPORTING DOCUMENTS**

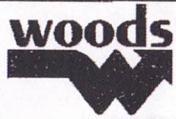
1. Drawings
2. 2005 Lease and Maintenance Agreements
3. Proposed 2020 Lease and Maintenance Agreements



Construction  
**Maestro**<sup>®</sup>  
Estimating Software  
Pole Barns, Garages & Docks



"Devin Giveaway  
Estimate Number: 213  
2/10/2020"



# Woods Lumber Quotation Package

**QUOTATION FOR:**

Devin Giveaway  
 Customer Address Not Provided  
 Independence, KS 67301  
 Customer Phone Not Provided

**CONTACT:**

Nick  
 915 N Penn Ave  
 Independence, KS 67301  
 620-331-4900

**CONSTRUCTION:**

Post Frame

**DIMENSIONS:**

20' X 30' X 8'

**SPECIFICATIONS FOR 20' X 30' X 8' POST FRAME PACKAGE:****MATERIAL PACKAGE**

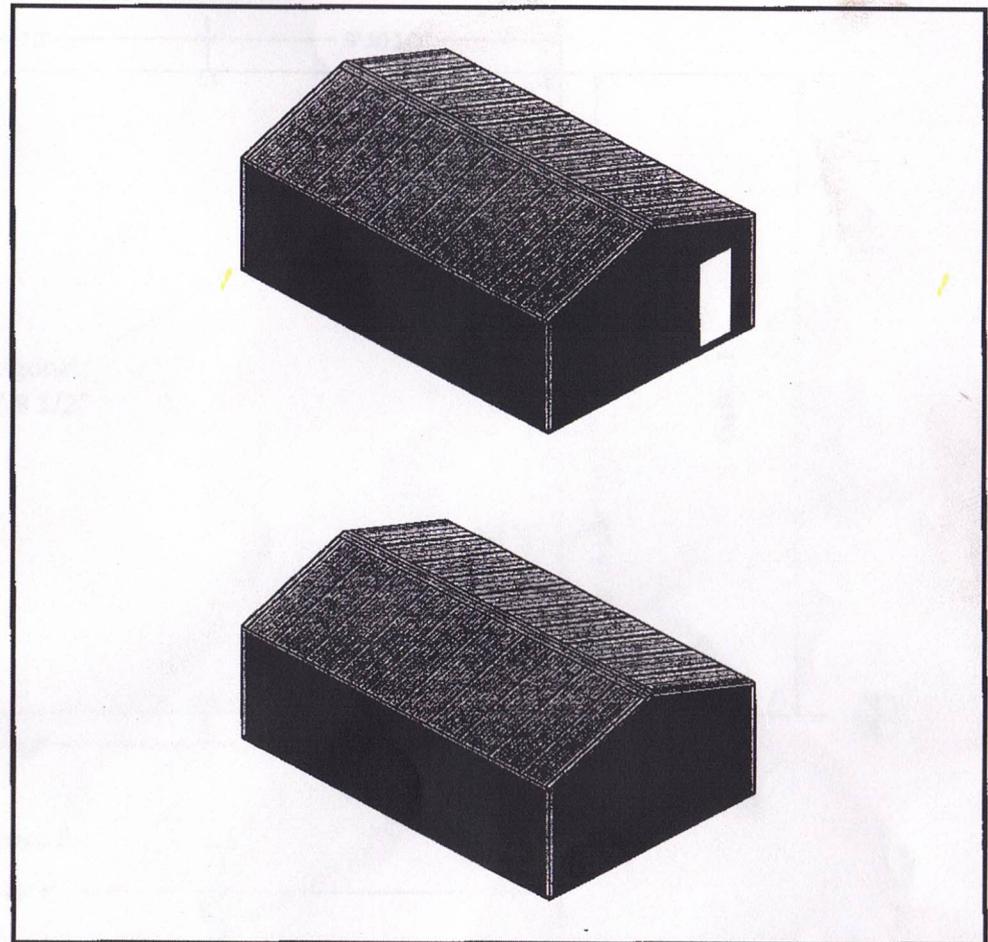
- Pre-Engineered Wood Trusses (4/12 Pitch, 5' O/C)
- 5 x 5 C C A Treated .60 Eave Posts (10' O/C)
- 5 x 5 C C A Treated .60 Gable Posts (10' O/C)
- 2 x 6 C C A Treated .60 Skirt Boards (1 Row)
- 2 x 4 Wall Girts (24" O/C) and Roof Purlins (24" O/C)
- 2 x 12 Double Top Girt Truss Carrier
- Burgundy Quadra-Loc Plus 29 Ga. Steel Siding w/ 40 -Year Paint War
- Taupe Quadra-Loc Plus 29 Ga. Steel Roof w/ 40 -Year Paint Warranty
- No Concrete Provided

**DOORS & WINDOWS**

- One 3' Standard Entry Door

**0" OVERHANG ON ALL SIDES****FASTENERS**

- 1 1/2 In Metal to Wood Screw for Steel Wall, Roof Panels
- Pole Barn 40D Nail Maze for Truss Carrier
- Pole Barn 40D Nail Maze for Skirt Board
- Galvanized Steel Framing Nails

**DETAILED BUILDING PLANS**

Subtotal	\$3,549.07
Tax	\$182.78
<b>TOTAL W/DELVIERY</b>	<b>\$3,731.85</b>

QUOTATION DATE: 2/10/2020

ESTIMATE NUMBER: 213

Prices are good for 30 days, until 3/11/2020

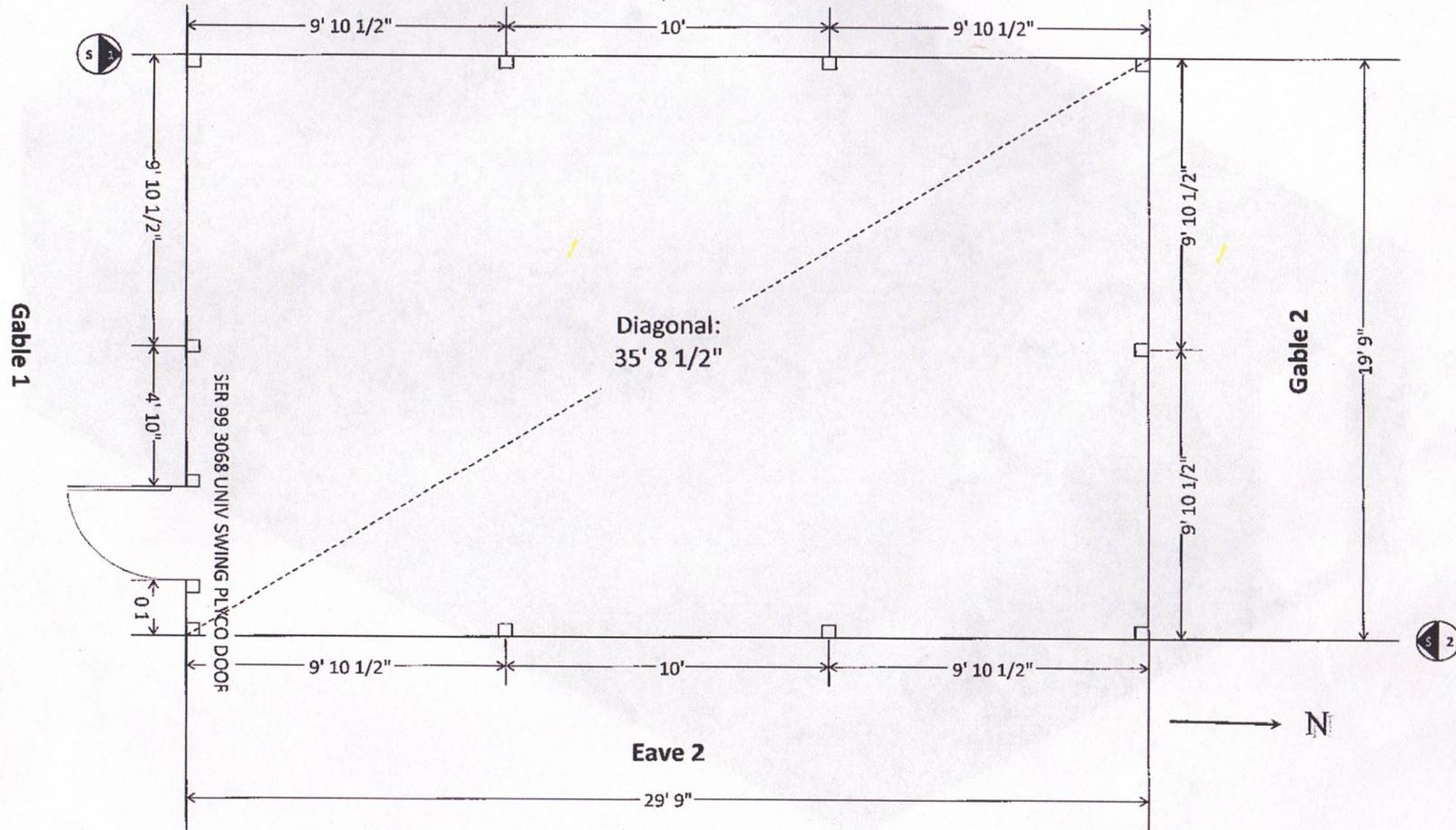


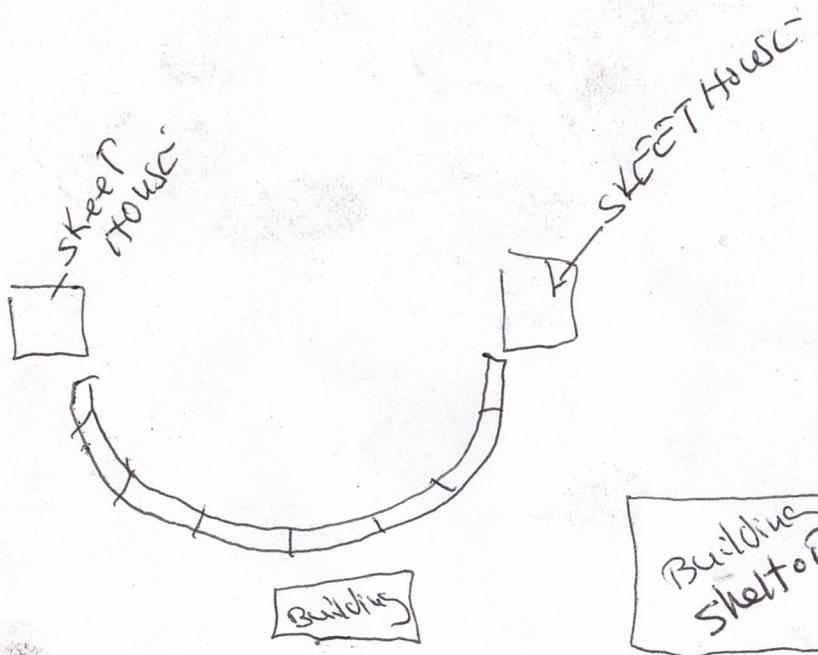
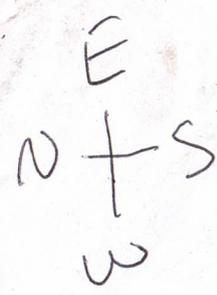
# POLE LAYOUT

Personal Use, 600 sq. ft.



## Eave 1





Rifle RANGE  
1400 Buys Duns  
110-883-4827  
John & Kathleen Wollan  
Bless Ours

## LEASE AGREEMENT

THIS AGREEMENT is entered into as of the 24<sup>th</sup> day of February, 2005, between the City of Independence, Kansas, hereafter Lessor, and the Independence Gun Club, hereafter Lessee.

1. **Property:** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, certain property known as the Skeet Range located in the southeast corner of the Independence Municipal Airport, said property being rectangular in shape bounded by Third Avenue on the west and Sixth Avenue on the east, and A Street on the south and B Street on the north. A map showing the location of the property at the Independence Municipal Airport is attached hereto and incorporated herein by reference as Exhibit A.
2. **Term:** The lease shall be for a term of five (5) years commencing March 1, 2005 and ending February 28, 2010. The lease shall automatically renew for successive five (5) year terms unless either party gives the other party notice of its intent to terminate the lease at least thirty (30) days prior to the expiration of the current term of the lease.
3. **Early Termination:** Either party may terminate this agreement upon thirty (30) days' written notice to the other party.
4. **Use of Premises:** The property which is the subject of this lease shall be used by Lessee as a skeet range, and for related activities.
5. **Lease Payment:** Lessee shall pay Lessor a monthly lease payment of \$ 94.71 payable in advance. The lease payment payable during any extension or renewal term shall be adjusted upward to reflect any increase in the Consumer Price Index (CPI), Kansas City region, as published by the Department of Commerce of the United States of America. The adjustment shall be computed as of the first day of each renewal term and shall be

applicable for the entire five (5) year renewal term.

6. **Prohibited Uses:** Lessee shall not use the property in any manner that would unreasonably interfere with the use or enjoyment of adjoining property.

7. **Compliance With Applicable Laws:** Lessee shall comply with all federal, state and local statutes, laws, ordinances, rules and regulations.

8. **Subordination of Lessee's Rights:** Lessee's rights to possession, use and enjoyment of the property shall be subject and subordinate to the following:

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

9. **Indemnification:** Lessee agrees to indemnify and hold harmless Lessor, its agents and employees, from any and all liability or loss resulting from claims or liability arising directly or indirectly out of the activity of Lessee, its agents, employees, guests or business visitors by reason of any act or omission of such person or persons.

10. **Improvements:** Lessee shall make no further improvements to the property during the term of this lease without prior written consent of Lessor. Lessee has made certain improvements to the property which are described in Exhibit B attached hereto and incorporated herein by reference. Any improvements made by Lessee may be removed by Lessee upon termination of the lease so long as removal does not damage or impair Lessor's property.

11. **Damage to Improvements:** In the event any improvements located on the property are destroyed or rendered unusable by fire or other casualty loss, Lessor shall be under no obligation to repair or replace such improvements. In the event of such occurrence, either party may elect to terminate the lease.

12. **Insurance:** Lessee shall at all times maintain general liability insurance in an amount not less than \$500,000.00 per occurrence and shall name Lessor as an additional insured. It shall be Lessee's sole responsibility to insure improvements located on the property.

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

- a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination of the use of the property on the basis of race, color, national origin, sex, religion or disability.
- b. No person shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination as to the hiring or contracting for services furnished during the construction of any improvements on the property on the basis of race, color, national origin, sex, religion or disability.

- c. Lessee shall use the premises in compliance with all state and federal statutes and regulations specifically including those set forth in 49CFR, Part 21, dealing with nondiscrimination in federally assisted programs of the Department of Transportation.

14. **Entry by Lessor:** Lessor shall have the right to enter upon the property for purposes of inspecting the property and for any other purpose reasonably related to this agreement.

15. **Airport Maintenance and Improvements:** Maintenance and improvements to Independence Municipal Airport shall be the responsibility of Lessor and shall be undertaken as deemed appropriate in Lessor's sole discretion without obligation to Lessee and without interference or hindrance by Lessee.

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

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

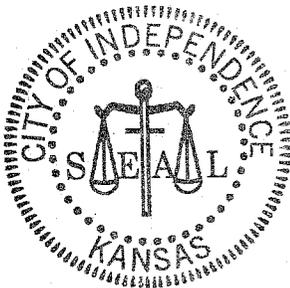
18. **Air Easement:** Lessor reserves, and Lessee hereby grants to Lessor, an easement of the air space above the surface of the property for the use and benefit of the general public for the purpose of free and unrestricted flight of aircraft together with the right to cause such noise as may be inherent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

19. **War or National Emergency:** During the time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities, and diagonal or other areas or facilities of the Independence Municipal Airport. If any such agreement is executed, the provisions of this lease, insofar as they are inconsistent with the provisions of such an agreement with the government, shall be suspended.

20. **Nonassignment:** Lessee shall not assign or sublease any rights under this lease or any portion of the property without prior written consent of Lessor.

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

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



LESSOR

City of Independence, Kansas

By: \_\_\_\_\_

*Philip Chappuie*  
Philip Chappuie, Mayor

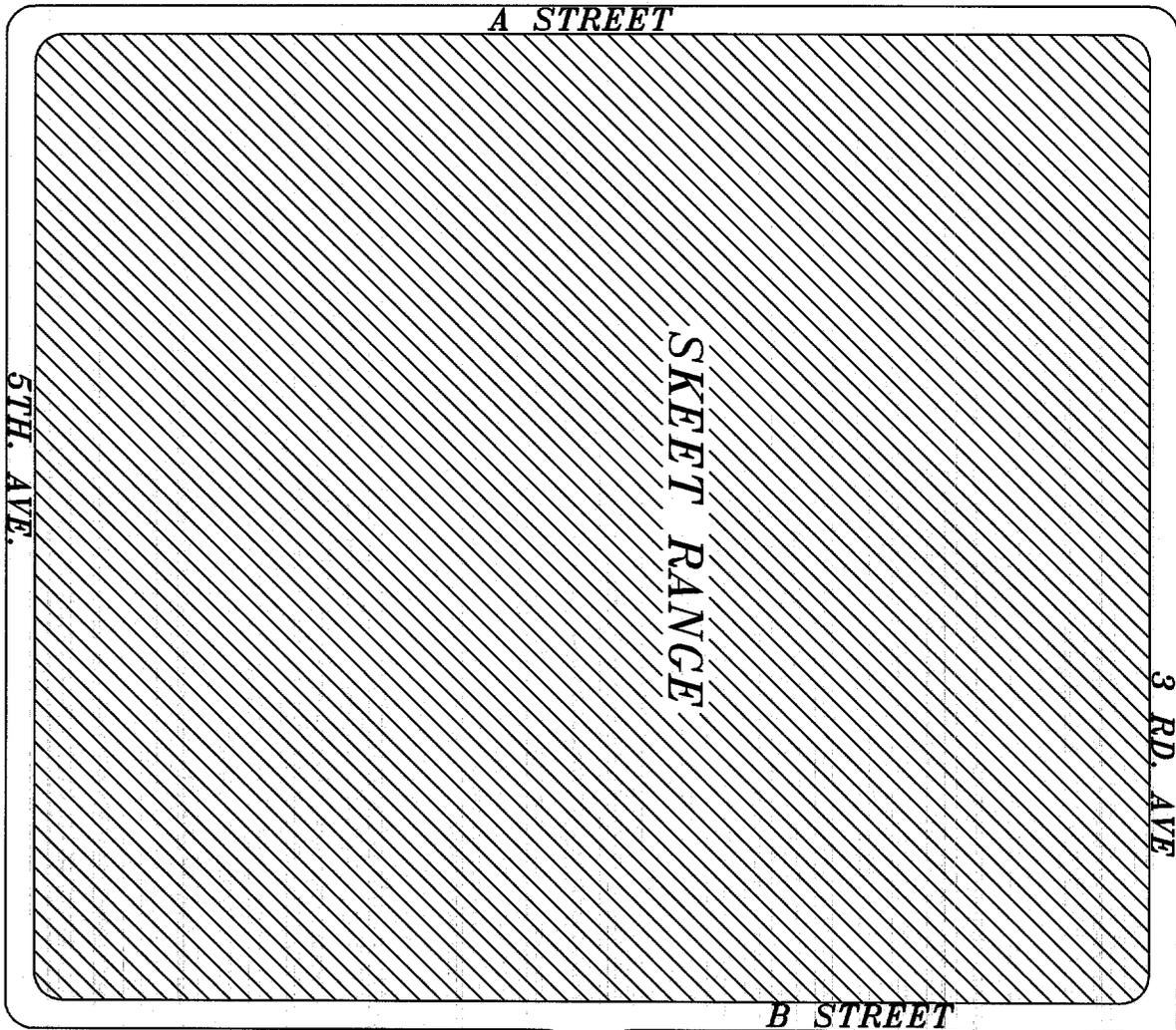
ATTEST:

*Anthony D. Royse*  
Anthony D. Royse  
City Clerk

**LESSEE**

**Independence Gun Club**

By: Marvin Nance  
Name: MARVIN NANCE  
Title: PRESIDENT



4 TH. AVE.

## MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into as of the 24<sup>th</sup> day of February, 2005, between the City of Independence, Kansas, hereafter Owner, and the Independence Gun Club, hereafter Contractor.

1. **Property:** Owner currently owns certain property known as the Rifle Berm located in the general southeast area of the Independence Municipal Airport. A map showing the location of the Rifle Berm at the Independence Municipal Airport is attached hereto and incorporated herein as Exhibit A.

2. **Services:** Contractor agrees to perform maintenance services for Owner at and around the Rifle Berm located at Independence Municipal Airport, including specifically: mowing, weed removal and eradication, debris and trash removal, and general cleanup responsibilities. Owner reserves the right to modify Contractor's duties.

3. **Term:** This agreement shall be for a month-to-month term beginning March 1, 2005. Either party may terminate this agreement by thirty (30) days' notice to the other party.

4. **Compensation:** Owner shall pay Contractor the monthly sum of \$ 69.71 for said services payable at the end of each month. The amount paid to Contractor shall be adjusted upward every five (5) years to reflect any increase in the Consumer Price Index (CPI), Kansas City region, as published by the Department of Commerce of the United States of America. The adjustment shall be computed as of the first day following each period of five (5) years and shall be effective for the following five (5) years.

5. **Compliance with Applicable Laws:** Contractor shall comply with all federal, state and local statutes, laws, ordinances, rules and regulations.

6. **Nonassignment:** Contractor shall not assign or sublease any rights under this

lease or any portion of the property without prior written consent of Owner

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

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



**OWNER**

**City of Independence, Kansas**

By: \_\_\_\_\_

*Philip Chappuie*  
Philip Chappuie, Mayor

ATTEST:

*Anthony D. Royse*

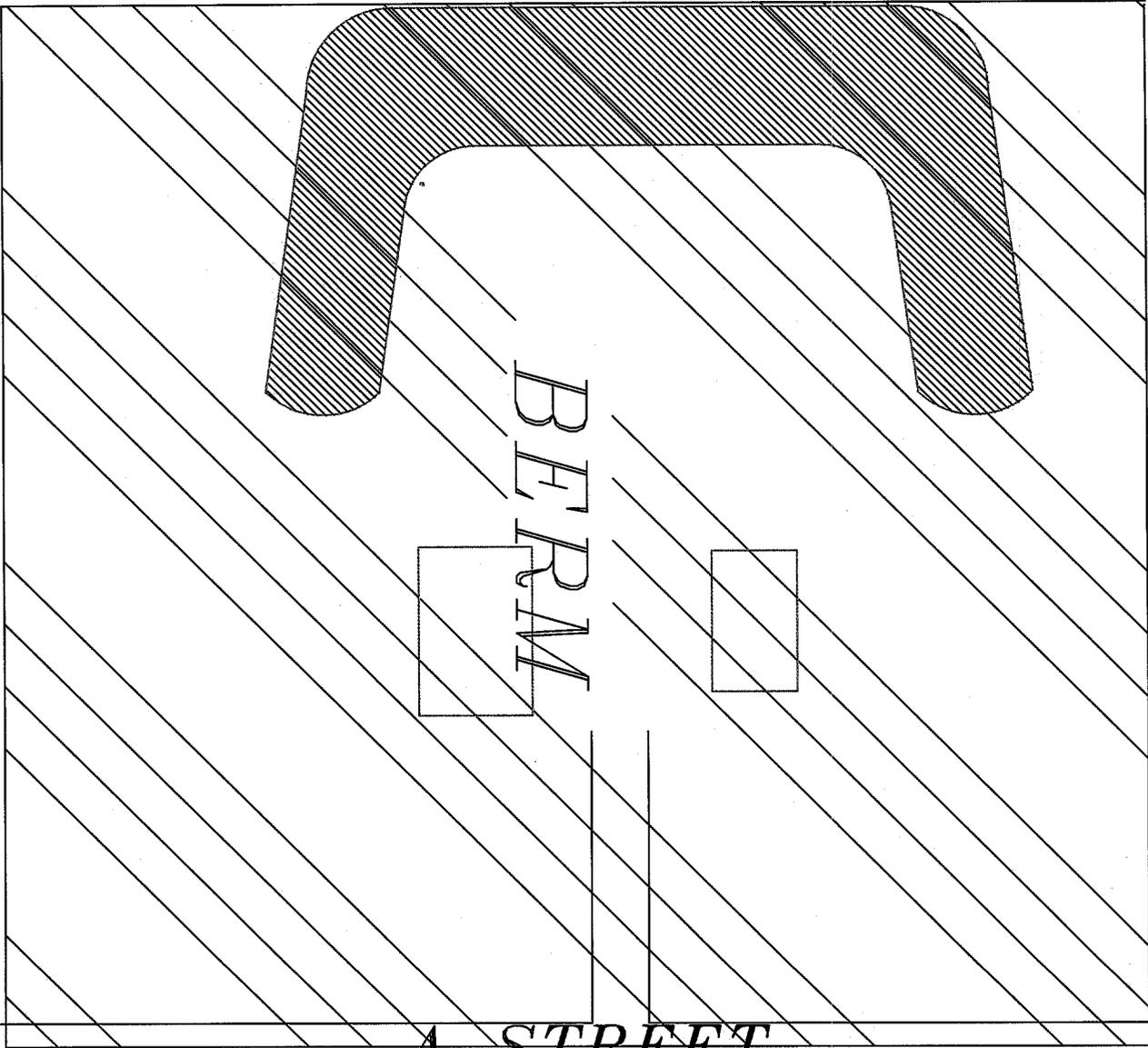
Anthony D. Royse  
City Clerk

**CONTRACTOR**

**Independence Gun Club**

By: \_\_\_\_\_

*Marvin Nance*  
Name: MARVIN NANCE  
Title: PRESIDENT



A STREET

## LEASE AGREEMENT

*This Agreement* is effective on the 1st day of July, 2020, between the City of Independence, Kansas, a municipal corporation, hereafter Lessor, and the Independence Gun Club, a Kansas non-profit corporation, hereafter Lessee.

1. **Property:** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, certain property known as the Skeet Range located in the southeast corner of the Independence Municipal Airport, said property being rectangular in shape bounded by Third Avenue on the west and Sixth Avenue on the east, and A Street on the south and B Street on the north. A map showing the location of the property at the Independence Municipal Airport is attached hereto and incorporated herein by reference as Exhibit A.

2. **Term:** The lease shall be for a term of five (5) years, commencing July 1, 2020, and ending June 30, 2025. The lease shall automatically renew for successive five (5) year terms unless either party gives the other party notice of its intent to terminate the lease at least thirty (30) days prior to the expiration of the current term of the lease.

3. **Early Termination:** Either party may terminate this agreement upon thirty (30) days' written notice to the other party.

4. **Use of Premises:** The property which is the subject of this lease shall be used by Lessee as a skeet range, and for related gun club activities.

5. **Lease Payment:** Lessee shall pay Lessor a monthly lease payment of \$121.59 payable in advance. The lease payment payable during any extension or renewal term shall be adjusted upward to reflect any increase in the Consumer Price Index (CPI), Kansas City Region, as published by the Department of Commerce of the United States of America. The adjustment

shall be computed as of the first day of each renewal term and shall be applicable for the entire five (5) year renewal term.

6. **Prohibited Uses:** Lessee shall not use the property in any manner that would unreasonably interfere with the use or enjoyment of adjoining property.

7. **Compliance with Applicable Laws:** Lessee shall comply with all federal, state and local statutes, laws, ordinances, rules and regulations.

8. **Subordination of Lessee's Rights:** Lessee's rights to possession, use and enjoyment of the property shall be subject and subordinate to the following:

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

9. **Indemnification:** Lessee agrees to indemnify and hold harmless Lessor, its agents and employees, from any and all liability or loss resulting from claims or liability arising directly or indirectly out of the activity of Lessee, its agents, employees, guests or business visitors by reason of any act or omission of such person or persons.

10. **Improvements:** Lessor grants Lessee permission to construct an additional building on the property so long as the building is in compliance with all terms and conditions of

this agreement and does not obstruct use of the Independence Municipal Airport or violate any FAA rules or regulations. Lessee has made certain improvements to the property which are described in Exhibit B attached hereto and incorporated herein by reference. Any improvements made by Lessee may be removed by Lessee upon termination of the lease so long as removal does not damage or impair Lessor's property. Any improvements existing at time of termination of the lease which are not removed by Lessee shall become the property of Lessor and Lessor shall not be required to compensate Lessee for the same.

11. **Damage to Improvements:** In the event any improvements located on the property are destroyed or rendered unusable by fire or other casualty loss, Lessor shall be under no obligation to repair or replace such improvements. In the event of such occurrence, either party may elect to terminate the lease.

12. **Insurance:** Lessee shall at all times maintain general liability insurance in an amount not less than \$500,000.00 per occurrence and shall name Lessor as an additional insured. It shall be Lessee's sole responsibility to insure improvements located on the property.

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

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

14. **Entry by Lessor:** Lessor shall have the right to enter upon the property for purposes of inspecting the property and for any other purpose reasonably related to this agreement.

15. **Airport Maintenance and Improvements:** Maintenance and improvements to Independence Municipal Airport shall be the responsibility of Lessor and shall be undertaken as deemed appropriate in Lessor's sole discretion without obligation to Lessee and without interference or hindrance by Lessee.

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

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

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

19. **War or National Emergency:** During the time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities, and diagonal or other areas or facilities of the Independence Municipal Airport. If any such

agreement is executed, the provisions of this lease, insofar as they are inconsistent with the provisions of such an agreement with the government, shall be suspended.

20. **Non-assignment:** Lessee shall not assign or sublease any rights under this lease or any portion of the property without prior written consent of Lessor.

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

*In Witness Whereof*, the parties have executed this lease agreement as of the day and year first written above.

**LESSOR  
CITY OF INDEPENDENCE, KANSAS**

By: \_\_\_\_\_  
LEONHARD CAFLISCH, Mayor

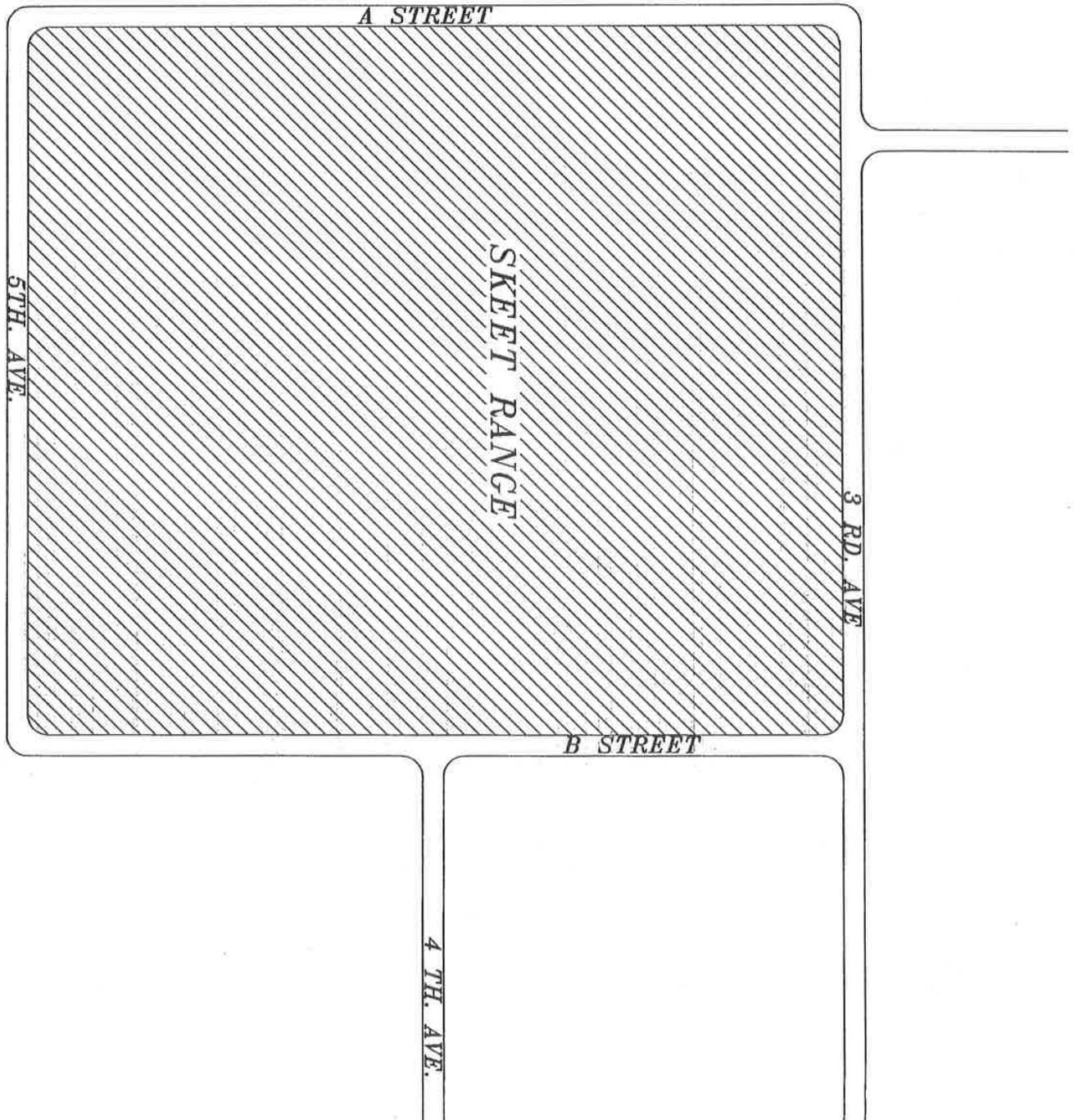
ATTEST:

\_\_\_\_\_  
DAVID W. SCHWENKER, City Clerk

**LESSEE  
INDEPENDENCE GUN CLUB**

By: \_\_\_\_\_  
MARK LEAMAN  
Title:

EXHIBIT "A"



## MAINTENANCE AGREEMENT

*This Agreement* is entered into effective is effective on the 1st day of July, 2020, between the City of Independence, Kansas, a municipal corporation, hereafter Owner, and the Independence Gun Club, a Kansas non-profit corporation, hereafter Contractor.

1. **Property:** Owner currently owns certain property known as the Rifle Berm located in the general southeast area of the Independence Municipal Airport. A map showing the location of the Rifle Berm at the Independence Municipal Airport is attached hereto and incorporated herein as Exhibit A.

2. **Services:** Contractor agrees to perform maintenance services for Owner at and around the Rifle Berm located at Independence Municipal Airport, including specifically: mowing, weed removal and eradication, debris and trash removal, and general cleanup responsibilities. Owner reserves the right to modify Contractor's duties.

3. **Term:** This agreement shall be for a month-to-month term beginning July 1, 2020. Either party may terminate this agreement by thirty (30) days' notice to the other party.

4. **Compensation:** Owner shall pay Contractor the monthly sum of \$89.49 for said services payable at the end of each month. The amount paid to Contractor shall be adjusted upward every five (5) years to reflect any increase in the Consumer Price Index (CPI), Kansas City region, as published by the Department of Commerce of the United States of America. The adjustment shall be computed as of the first day following each period of five (5) years and shall be effective for the following five (5) years.

5. **Compliance with Applicable Laws:** Contractor shall comply with all federal, state and local statutes, laws, ordinances, rules and regulations.

6. **Non-assignment:** Contractor shall not assign or sublease any rights under this lease or any portion of the property without prior written consent of Owner.

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

*In Witness Whereof*, the parties have executed this lease agreement as of the day and year first written above.

**OWNER  
CITY OF INDEPENDENCE, KANSAS**

By: \_\_\_\_\_  
LEONHARD CAFLISCH, Mayor

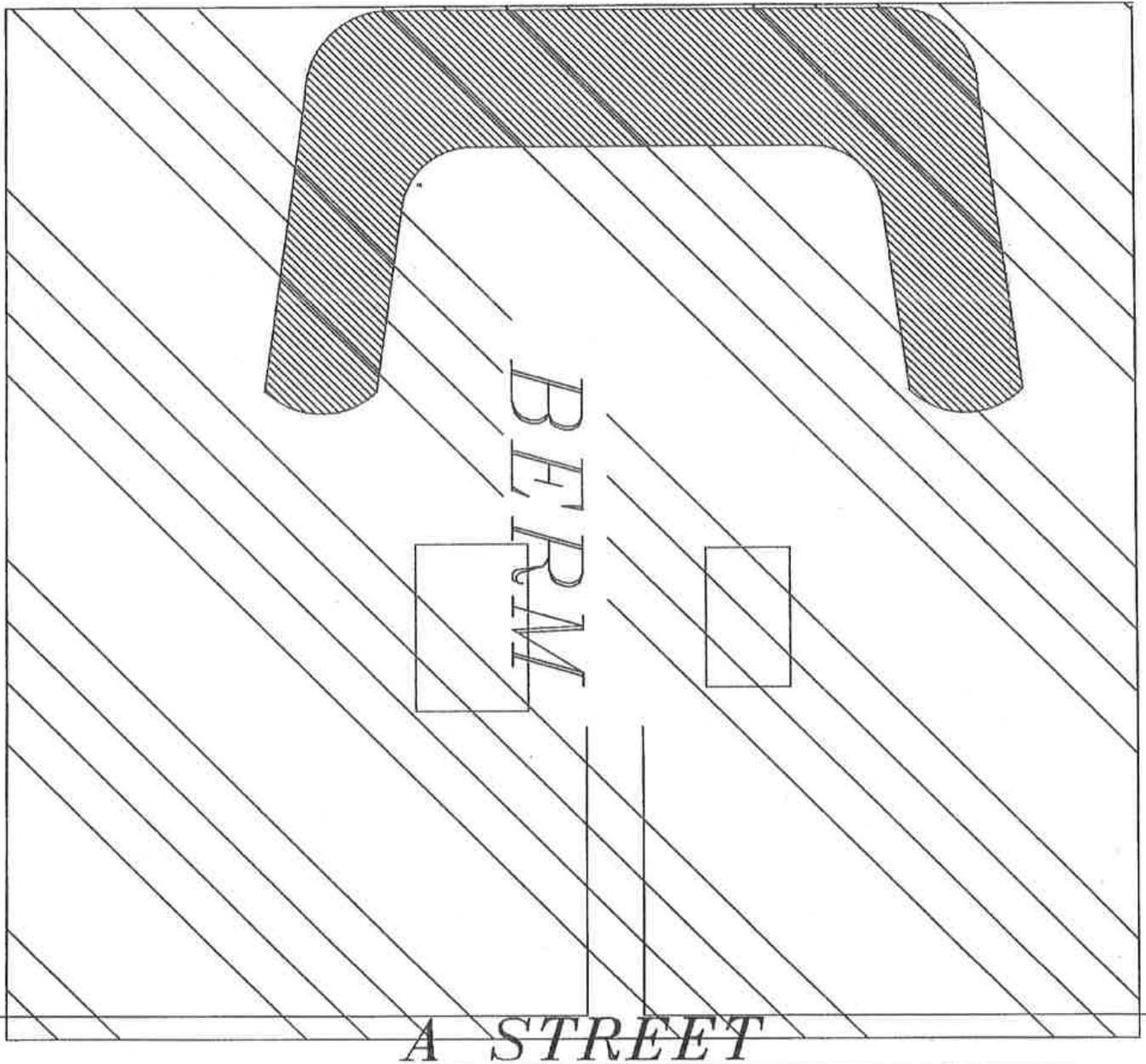
ATTEST:

\_\_\_\_\_  
DAVID W. SCHWENKER, City Clerk

**CONTRACTOR  
INDEPENDENCE GUN CLUB**

By: \_\_\_\_\_  
MARK LEAMAN  
Title:

EXHIBIT "A"



A STREET



**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE**

**June 25, 2020**

**Department** Safety & Code Enforcement

**Director Approval** David Cowan

**AGENDA ITEM** Consider setting the date of August 27, 2020 at 5:30 PM for public hearings to consider condemnation of the following structures as dangerous and unsafe:

1. 800 E. Edison Street
2. 816 E. Magnolia Street
3. 909 W. Chestnut Street
4. 912 W. Laurel Street
5. 1020 W. Myrtle Street
6. 1214 W. Main Street
7. 2009 ½ N. Penn Avenue – Fire Damaged
8. 704 W. Main Street
9. 1117 W. Main Street

**SUMMARY RECOMMENDATION** City staff recommends setting a the date of August 27, 2020 at 5:30 PM for public hearing to consider condemnation of the above listed structures as dangerous and unsafe.

**BACKGROUND** The City of Independence has been reviewing homes that are found to be unsound by the County Appraiser office. The committee has reviewed these houses and will be bringing 32 houses to the Commission over the next several months to consider for condemnation as dangerous and unsafe. Letters have been mailed letters to each of the owners informing them of the consideration of condemnation and requesting them to contact the Building Department.

**BUDGET IMPACT** The budget impact would consist of the cost of demolition if the owner does not diligently pursue repair or removal.

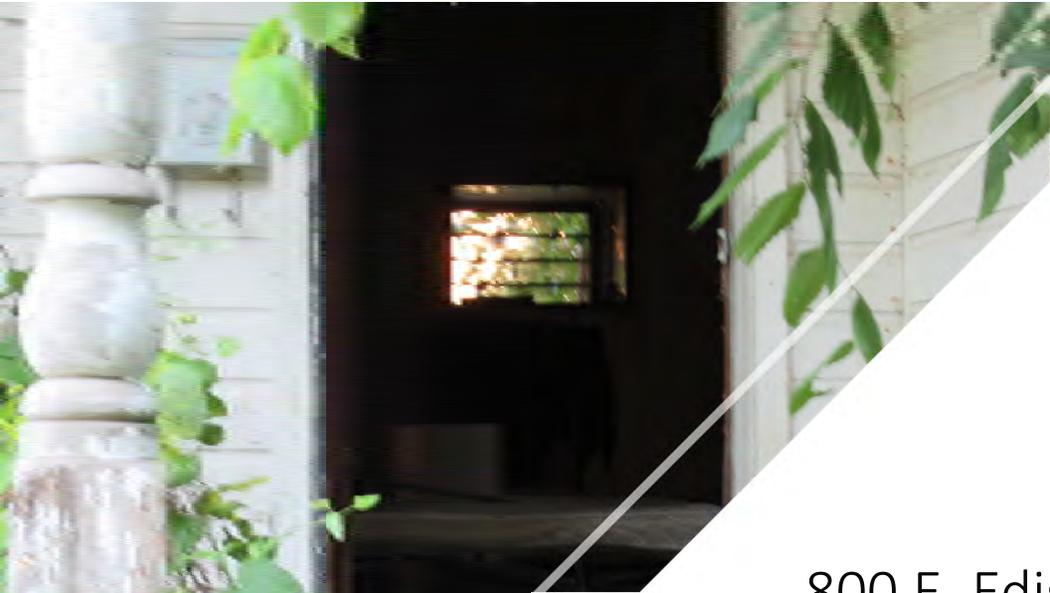
**SUGGESTED MOTION** I move to set the date of August 27, 2020, at 5:30 p.m. for public hearings to consider condemnation of the following structures as dangerous and unsafe:

1. 800 E. Edison Street
2. 816 E. Magnolia Street
3. 909 W. Chestnut Street
4. 912 W. Laurel Street
5. 1020 W. Myrtle Street
6. 1214 W. Main Street

7. 2009 ½ N. Penn Avenue – Fire Damaged
8. 704 W. Main Street
9. 1117 W. Main Street

## **SUPPORTING DOCUMENTS**

1. Pictures
2. Resolutions



800 E. Edison Street



**RESOLUTION NO. 2020-028**

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 25th day of June 2020, file with the Governing body of said City, statements and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** Lots 144 and 145 of Aganippe Park Addition to the City of Independence, Montgomery County, Kansas

**Common Address:** 800 E Edison Street

**Mortgage:**

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

That a public hearing will be held on Thursday, **August 27, 2020** 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 25<sup>th</sup> day of June 2020.

(SEAL)

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Mayor

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City Clerk



June 18, 2020

Arletha & Fleet Moore, Clara Zephyr & Dwayne Wesley  
ATTN; Joyce Wells  
6008 Dickerson  
Detroit, MI 48213

Dear Moore, Zephyr and Wesley:

The structure located at 800 East Edison in Independence is being considered for condemnation. On June 25, 2020, at 5:30 p.m. the building department will be asking the City Commission to set a Public Hearing for August 27, 2020, at 5:30 p.m.

I have the following questions if you could please contact me with your answer.

1. If you have plans to fix the house?
  - a. If yes, I need a timeline of repairs. Please submit in writing your intentions to repair the house and a timeline for making those repairs.
2. If you have no plans to make further repairs, can you please sign and notarize the attached form, which allows the City to proceed with the removal of the structure.

The City Commission meeting is located in the Civic Center at 410 N. Penn Ave. You are welcome to speak during this agenda item.

If you have any questions or concerns, please feel free to contact me at 620.332.2528 or [davidc@independenceks.gov](mailto:davidc@independenceks.gov). If I do not hear from you or you are not present at the hearing, I will proceed with requesting the commission to set a date for a public hearing.

Thanks,

David Cowan, Building Inspector



816 E. Magnolia Street





816 E. Magnolia Street

06/18/2020

**RESOLUTION NO. 2020-027**

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 25th day of June 2020, file with the Governing body of said City, statements and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** Lot 12; Nauts Addition, and Beginning at the SE Corner of Lot 12; thence South 12', thence West 60', thence North 12', thence East to Point of Beginning, Nauts Addition, City of Independence, Montgomery County, Kansas

**Common Address:** 816 E Magnolia Street

**Mortgage:**

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

That a public hearing will be held on Thursday, **August 27, 2020** 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 25<sup>th</sup> day of June 2020.

(SEAL)

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Mayor

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City Clerk



*"Delivering Excellence"*

June 18, 2020

Kay Essig  
816 E. Magnolia  
Independence, Ks. 67301

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on June 25, 2020, to set a date of August 27, 2020, to consider condemnation of the structure at 816 E. Magnolia as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on August 27, 2020, I need for you to communicate with me your intentions with the property.

1. Do you plan to make repairs to the structure?
  - a. If yes, the City will need a timeline of repairs.
    - i. On a piece of paper, please provide information on who will be making the repairs and a timeline of completion of those repairs.
  - b. If no, you do not plan on making repairs to the house.
    - i. The City of Independence will proceed with condemnation and will work with you to have the structure removed within a timeframe set by City Code.
2. If possible, I would like to inform the City Commission of your intentions on June 25 at 5:30 p.m. at the Veteran's Room at Memorial Hall. You are welcome to attend the meeting and inform the commission of your intentions if you desire, or you can communicate with me, and I can inform them.
3. If I do not hear from you by June 25, it will be **very important** that you communicate or attend the August 27, 2020, meeting to avoid condemnation of the property.

Please feel free to contact me at any time by calling 620-332-2528 or by email at [davidc@independenceks.gov](mailto:davidc@independenceks.gov).

Thank You,

David Cowan, Building Inspector  
City of Independence Kansas



909 W. Chestnut Street

**RESOLUTION NO. 2020-029**

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 25th day of June 2020, file with the Governing body of said City, statements and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** Lot 3, Block 14, York and Wilsons Addition to the City of Independence, Montgomery County, Kansas

**Common Address:** 909 W Chestnut Street

**Mortgage:**

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

That a public hearing will be held on Thursday, **August 27, 2020** 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 25<sup>th</sup> day of June 2020.

(SEAL)

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Mayor

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City Clerk



*"Delivering Excellence"*

June 18, 2020

James Waters  
909 W. Chestnut  
Independence, Ks. 67301

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on June 25, 2020, to set a date of August 27, 2020, to consider condemnation of the structure at 909 W. Chestnut as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on August 27, 2020, I need for you to communicate with me your intentions with the property.

1. Do you plan to make repairs to the structure?
  - a. If yes, the City will need a timeline of repairs.
    - i. On a piece of paper, please provide information on who will be making the repairs and a timeline of completion of those repairs.
  - b. If no, you do not plan on making repairs to the house.
    - i. The City of Independence will proceed with condemnation and will work with you to have the structure removed within a timeframe set by City Code.
2. If possible, I would like to inform the City Commission of your intentions on June 25 at 5:30 p.m. at the Veteran's Room at Memorial Hall. You are welcome to attend the meeting and inform the commission of your intentions if you desire, or you can communicate with me, and I can inform them.
3. If I do not hear from you by June 25, it will be **very important** that you communicate or attend the June 25, 2020 meeting to avoid condemnation of the property.

Please feel free to contact me at any time by calling 620-332-2528 or by email at [davidc@independencesks.gov](mailto:davidc@independencesks.gov).

Thank You,

David Cowan, Building Inspector  
City of Independence Kansas



912 W. Laurel Street



**RESOLUTION NO. 2020-030**

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 25th day of June 2020, file with the Governing body of said City, statements and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** Lot 9, Block 14, York and Wilsons Addition to the City of Independence, Montgomery County, Kansas

**Common Address:** 912 W Laurel Street

**Mortgage:**

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

That a public hearing will be held on Thursday, **August 27, 2020** 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 25<sup>th</sup> day of June 2020.

(SEAL)

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Mayor

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City Clerk



*"Delivering Excellence"*

June 18, 2020

Hannah's House Ministries  
PO Box 187  
Independence, Ks. 67301

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on June 25, 2020, to set a date of August 27, 2020, to consider condemnation of the structure at 912 W. Laurel as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on August 27, 2020, I need for you to communicate with me your intentions with the property.

1. Do you plan to make repairs to the structure?
  - a. If yes, the City will need a timeline of repairs.
    - i. On a piece of paper, please provide information on who will be making the repairs and a timeline of completion of those repairs.
  - b. If no, you do not plan on making repairs to the house.
    - i. The City of Independence will proceed with condemnation and will work with you to have the structure removed within a timeframe set by City Code.
2. If possible, I would like to inform the City Commission of your intentions on June 25 at 5:30 p.m. at the Veteran's Room at Memorial Hall. You are welcome to attend the meeting and inform the commission of your intentions if you desire, or you can communicate with me, and I can inform them.
3. If I do not hear from you by June 25, it will be **very important** that you communicate or attend the June 25, 2020, meeting to avoid condemnation of the property.

Please feel free to contact me at any time by calling 620-332-2528 or by email at [davidc@independencesks.gov](mailto:davidc@independencesks.gov).

Thank You,

David Cowan, Building Inspector  
City of Independence Kansas



1020 W. Myrtle

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# 1020 W. Myrtle

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**RESOLUTION NO. 2020-032**

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 25th day of June 2020, file with the Governing body of said City, statements and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** The South 92 feet of Lot 7, Block 4, Concannon’s Addition to the City of Independence, Montgomery County, Kansas

**Common Address:** 1020 W Myrtle Street

**Mortgage:**

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

That a public hearing will be held on Thursday, **August 27, 2020** 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 25<sup>th</sup> day of June 2020.

(SEAL)

\_\_\_\_\_  
Mayor

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



*"Delivering Excellence"*

June 18, 2020

Morningstar Management, LLC  
917 Tennessee St.  
Lawrence, Ks. 66044

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on June 25, 2020, to set a date of August 27, 2020, to consider condemnation of the structure at 1020 W. Myrtle as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on August 27, 2020, I need for you to communicate with me your intentions with the property.

1. Do you plan to make repairs to the structure?
  - a. If yes, the City will need a timeline of repairs.
    - i. On a piece of paper, please provide information on who will be making the repairs and a timeline of completion of those repairs.
  - b. If no, you do not plan on making repairs to the house.
    - i. The City of Independence will proceed with condemnation and will work with you to have the structure removed within a timeframe set by City Code.
2. If possible, I would like to inform the City Commission of your intentions on June 25 at 5:30 p.m. at the Veteran's Room at Memorial Hall. You are welcome to attend the meeting and inform the commission of your intentions if you desire, or you can communicate with me, and I can inform them.
3. If I do not hear from you by June 25, it will be **very important** that you communicate or attend the August 27, 2020, meeting.

Please feel free to contact me at any time by calling 620-332-2528 or by email at [davidc@independenceks.gov](mailto:davidc@independenceks.gov).

Thank You,

David Cowan, Building Inspector  
City of Independence Kansas

1214 W. Main  
Street



1214 W. Main  
Street



**RESOLUTION NO. 2020-032**

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 25th day of June 2020, file with the Governing body of said City, statements and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** The South 92 feet of Lot 7, Block 4, Concannon's Addition to the City of Independence, Montgomery County, Kansas

**Common Address:** 1020 W Myrtle Street

**Mortgage:**

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

That a public hearing will be held on Thursday, **August 27, 2020** 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 25<sup>th</sup> day of June 2020.

(SEAL)

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Mayor

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City Clerk



*"Delivering Excellence"*

June 17, 2020

Jacob Raley  
1214 W. Main St.  
Independence, Kansas 67301

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on June 25, 2020, to set a date of August 27, 2020, to consider condemnation of the structure at 1214 W. Main St. as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on August 27, 2020, I need for you to communicate with me your intentions with the property.

1. Do you plan to make repairs to the structure?
  - a. If yes, the City will need a timeline of repairs.
    - i. On a piece of paper, please provide information on who will be making the repairs and a timeline of completion of those repairs.
  - b. If no, you do not plan on making repairs to the house.
    - i. The City of Independence will proceed with condemnation and will work with you to have the structure removed or sold within a timeframe set by City Code.
2. If possible, I would like to inform the City Commission of your intentions on June 25 at 5:30 p.m. at the Veteran's Room at Memorial Hall. You are welcome to attend the meeting and inform the commission of your intentions if you desire, or you can communicate with me, and I can inform them.
3. If I do not hear from you by June 25, it will be **very important** that you communicate or attend the August 27, 2020, meeting to avoid condemnation of the property.

Please feel free to contact me at any time by calling 620-332-2528 or by email at [davidc@independencesks.gov](mailto:davidc@independencesks.gov).

Thank You,

David Cowan, Building Inspector  
City of Independence Kansas



2009 1/2 N. Penn Avenue



## RESOLUTION NO. 2020-034

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 25th day of June 2020, file with the Governing body of said City, statements and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** Lot 2, Block 1, Subdivision of Blocks 5 and 6, Highland Park Addition to the City of Independence, Except the West 340 feet thereof; And Except Beginning at a point 13.54 feet West of the Northeast corner of Lot 2 of said Block 1, thence South 00°02'54" East (assumed bearing) a distance of 162.00 feet, thence South 89°50'56" West a distance of 250.00 feet, thence North 00°01'11" East a distance of 165.76 feet, thence South 89°17'11" West a distance of 249.47 feet to the point of beginning; And Except Beginning at an iron bar found being S 89°17'11" East (assumed bearing) a distance of 13.18 feet from the Southeast corner of said Lot 2, said iron bar also being the West right of way line of State Highway 75 conveyed by condemnation, thence N 89°17'11" West along the South line of said tract, a distance of 170.0 feet to an iron bar set, being the Southwest corner of the tract, thence N 00°03'06.1" West a distance of 147.08 feet to an iron bar set, being the Northwest corner of the tract, thence N 89°43'40" E a distance of 170.00 feet to an iron bar set being the Northeast corner of the tract, also being the West right of way line of State Highway 75, thence S 00°02'47" E a distance of 150.01 feet to the Southeast corner of the tract, also being the point of beginning, all in Montgomery County, Kansas

**Common Address:** 2009 ½ N Penn Avenue

**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, **August 27, 2020** 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 25<sup>th</sup> day of June 2020.

(SEAL)

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Mayor

**RESOLUTION NO. 2020-034**

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



*"Delivering Excellence"*

June 17, 2020

Michael Morris  
2009 ½ N. Penn Ave  
Independence, Ks. 67301

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on June 25, 2020, to set a date of August 27, 2020, to consider condemnation of the structure at 1214 W. Main St. as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on August 27, 2020, I need for you to communicate with me your intentions with the property.

1. Do you plan to make repairs to the structure?
  - a. If yes, the City will need a timeline of repairs.
    - i. On a piece of paper, please provide information on who will be making the repairs and a timeline of completion of those repairs.
  - b. If no, you do not plan on making repairs to the house.
    - i. The City of Independence will proceed with condemnation and will work with you to have the structure removed or sold within a timeframe set by City Code.
2. If possible, I would like to inform the City Commission of your intentions on June 25 at 5:30 p.m. at the Veteran's Room at Memorial Hall. You are welcome to attend the meeting and inform the commission of your intentions if you desire, or you can communicate with me, and I can inform them.
3. If I do not hear from you by June 25, it will be **very important** that you communicate or attend the August 27, 2020, meeting to avoid condemnation of the property.

Please feel free to contact me at any time by calling 620-332-2528 or by email at [davidc@independences.gov](mailto:davidc@independences.gov).

Thank You,

David Cowan, Building Inspector  
City of Independence Kansas



704 W. Main Street





704 W. Main Street



**RESOLUTION NO. 2020-035**

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 25th day of June 2020, file with the Governing body of said City, statements and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** Lot 11, Block 8, Concannon's Addition to the City of Independence, Montgomery County, Kansas

**Common Address:** 704 W Main Street

**Mortgage:**

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

That a public hearing will be held on Thursday, **August 27, 2020** 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 25<sup>th</sup> day of June 2020.

(SEAL)

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Mayor

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City Clerk



*"Delivering Excellence"*

June 18, 2020

Sandra Villalobos  
414 S. 14<sup>th</sup> St.  
Independence, Ks. 67301

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on June 25, 2020, to set a date of August 27, 2020, to consider condemnation of the structure at 704 W. Main St. as dangerous and unsafe.

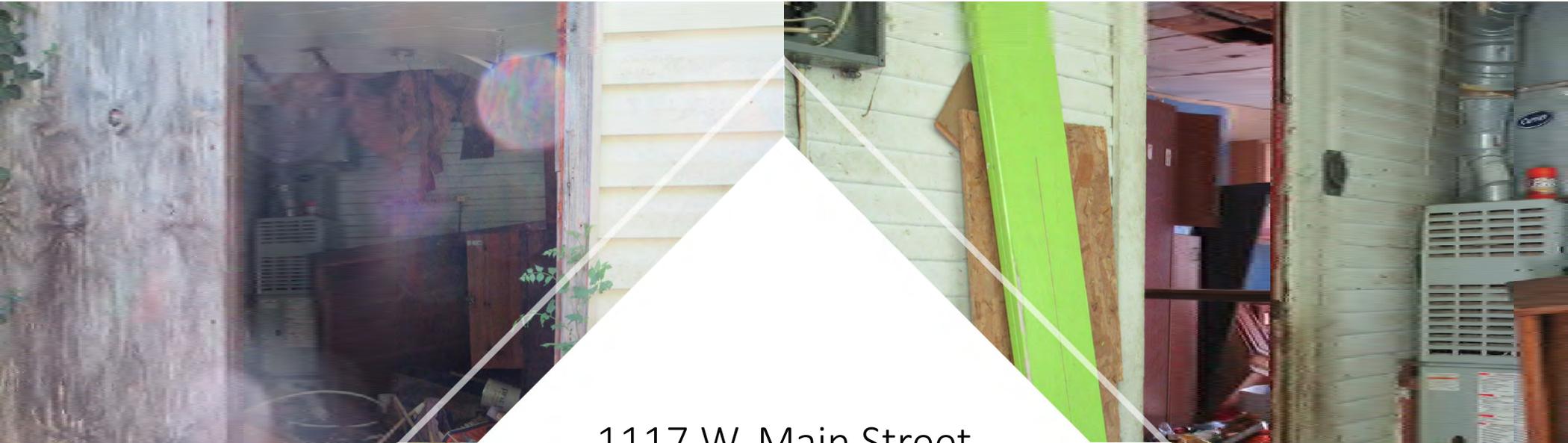
To avoid having your residence condemned as dangerous and unsafe on August 27, 2020, I need for you to communicate with me your intentions with the property.

1. Do you plan to make repairs to the structure?
  - a. If yes, the City will need a timeline of repairs.
    - i. On a piece of paper, please provide information on who will be making the repairs and a timeline of completion of those repairs.
  - b. If no, you do not plan on making repairs to the house.
    - i. The City of Independence will proceed with condemnation and will work with you to have the structure removed within a timeframe set by City Code.
2. If possible, I would like to inform the City Commission of your intentions on June 25 at 5:30 p.m. at the Veteran's Room at Memorial Hall. You are welcome to attend the meeting and inform the commission of your intentions if you desire, or you can communicate with me, and I can inform them.
3. If I do not hear from you by June 25, it will be **very important** that you communicate or attend the August 27, 2020 meeting to avoid condemnation of the property.

Please feel free to contact me at any time by calling 620-332-2528 or by email at [davidc@independences.gov](mailto:davidc@independences.gov).

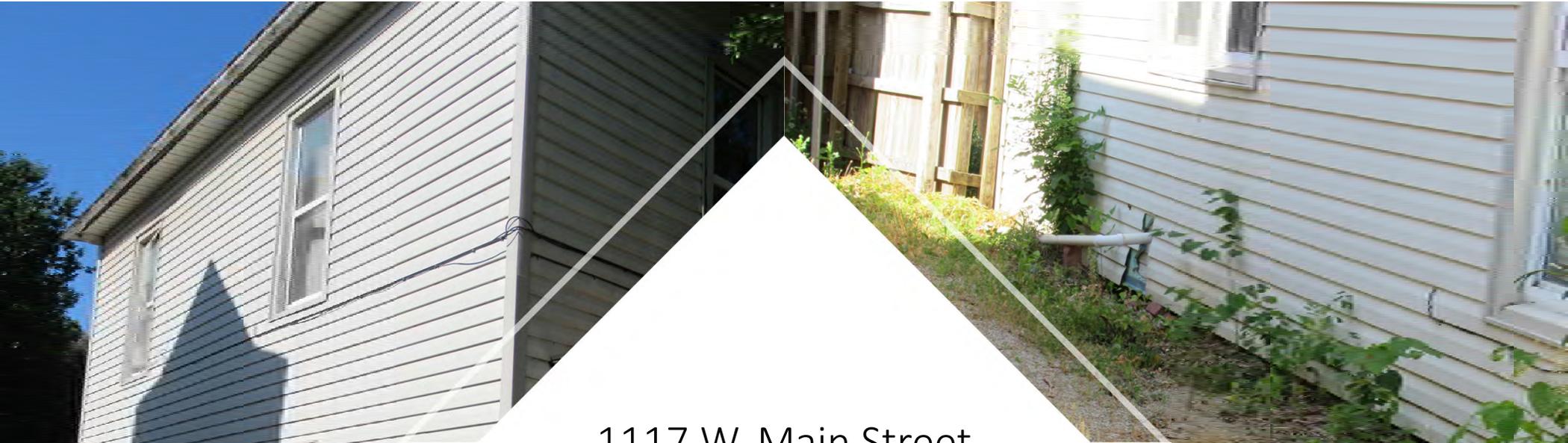
Thank You,

David Cowan, Building Inspector  
City of Independence Kansas



1117 W. Main Street





1117 W. Main Street



**RESOLUTION NO. 2020-036**

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 25th day of June 2020, file with the Governing body of said City, statements and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** Lot 1, Pavy's First Addition to the City of Independence, Montgomery County, Kansas

**Common Address:** 1117 W Main Street

**Mortgage:**

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

That a public hearing will be held on Thursday, **August 27, 2020** 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 25<sup>th</sup> day of June 2020.

(SEAL)

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Mayor

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City Clerk



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**June 25, 2020**

**Department** Safety & Code Enforcement

**Director Approval** *David Cowan*

**AGENDA ITEM** Consider an ordinance amending the National Electric Code as recommended by the Electrical Board.

**SUMMARY RECOMMENDATION** City staff recommends amending Amending Ordinance 18-122(b), of the adopted National Electric Code.

**BACKGROUND** The City of Independence Electrical Board has been working with Evergy and the City Code and updating to meet standards. The Board is requesting the Commission approve the following amendments:

- (1) All new or upgraded commercial electrical service shall have a service disconnect on the exterior of the building not to exceed ten (10) feet from the meter base.
- (2) All new residential construction electrical service shall have a service disconnect on the exterior of the building not to exceed ten (10) feet from the meter base.
- (3) All commercial buildings being remodeled by more than fifty percent (50%) as determined by code enforcement officer are required to complete an electrical service and wiring upgrade throughout the entire building.
- (4) The code enforcement officer shall have authority to grant temporary service to a commercial or residential structure for up to forty-five (45) days while repairs or upgrades are being made. Any additional grant of temporary service shall require the approval of the Electrical Board.

The above amendment will improve safety for both the homeowner, commercial properties and public safety employees.

**BUDGET IMPACT** There would not be any budget impact for this amendment to the code.

**SUGGESTED MOTION** I move to adopt an ordinance amending the National Electric Code as previously adopted.

**SUPPORTING DOCUMENTS**

1. Proposed Ordinance
2. March 2020 Minutes

**ORDINANCE NO. 4332**

**An Ordinance Amending the National Electric Code  
As Previously Adopted by the City of Independence**

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

**Section 1.** City Code Section 18-122(b) is hereby amended to read as follows in its entirety:

“(b) The 2011 edition of the National Electric Code as adopted is modified to include the following provisions:

- (1) All new or upgraded commercial electrical service shall have a service disconnect on the exterior of the building not to exceed ten (10) feet from the meter base.
- (2) All new residential construction electrical service shall have a service disconnect on the exterior of the building not to exceed ten (10) feet from the meter base.
- (3) All commercial buildings being remodeled by more than fifty percent (50%) as determined by code enforcement officer are required to complete an electrical service and wiring upgrade throughout the entire building.
- (4) The code enforcement officer shall have authority to grant temporary service to a commercial or residential structure for up to forty-five (45) days while repairs or upgrades are being made. Any additional grant of temporary service shall require the approval of the Electrical Board.

**Section 2.** This Ordinance shall take effect upon its publication in the official City newspaper.

*Adopted by the Governing Body of the City of Independence, Kansas, on the 25th day of June, 2020.*

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LEONHARD CAFLISCH, Mayor

ATTEST:

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DAVID W. SCHWENKER, City Clerk



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**June 25, 2020**

**Department** Safety & Code Enforcement

**Director Approval** *David Cowan*

**AGENDA ITEM** Consider quotes received for repair of the alley crossing, and an ADA Ramp at the Episcopal Church.

**SUMMARY RECOMMENDATION** City staff recommends Graham Construction who submitted the low quote of \$5,180.00

**BACKGROUND** The City of Independence requested quotes to repair the alley sidewalk crossing, add an ADA ramp, and approximately 48' of sidewalk.

Vendor	Quote
J. Graham	<b>\$5,180.00</b>
Marquez	\$5,500.00
Ric Const	\$6,490.00
Koehn Const	\$7,046.90

**BUDGET IMPACT** These repairs would be funded from the Special Use Sales Tax for ADA.

**SUGGESTED MOTION** I move that the City authorize J. Graham to make repairs at the Episcopal Church in the amount of \$5,180.00.

**SUPPORTING DOCUMENTS**

1. Quotes
2. Proposal

# J. Graham Construction, Inc.

1306 S. Elm St.  
Coffeyville, KS 67337  
Phone: 620-252-0491 Fax: 844-273-3205  
Cell: 620-252--0491  
E-Mail: sjgraham61@jgrahamconstruction.com

To: The City of Independence

From: J. Graham Construction, Inc.

Subject: Bid Proposal for Repair of Alley Crossing and ADA Ramp Episcopal Church

This proposal shows the

## **8" Alley Way Concrete Work overall cost is \$1,680.00**

### **Includes:**

1. Earth work, excavation, and haul off of excess materials for reinforced concrete alleyway sidewalk. This includes a 6" layer of compacted aggregate base under the sidewalks.
2. Sidewalk to be formed and poured 8" thick with 4000 PSI concrete, and reinforced with a mat of #4 rebar 16" O.C.

### **Excludes:**

1. Materials Testing.
2. Taxes.

## **ADA Sidewalks with ADA Ramp overall cost is \$ 3500.00**

### **Includes:**

1. Earth work, excavation, and haul off of excess materials for ADA sidewalk and ramp. This includes a 5" layer of compacted aggregate base under the sidewalks.
2. Sidewalks and ADA ramp to be 4" thick 4000 PSI concrete. ADA ramp to adhere to Federal ADA Standards.

### **Excludes:**

1. Materials Testing.
2. Taxes.





*"Delivering Excellence"*

May 29, 2020

TO: Request for a Quote – Repair of Alley Crossing and ADA Ramp  
Episcopal Church  
FROM: City of Independence – David Cowan, ADA  
RE: Repair of Alley Sidewalk, curb ramp and sidewalk

Project:

The City of Independence, Kansas, is seeking quotes for the repair of the alley sidewalk crossing, ADA ramp, and sidewalk located on the Northwest corner of the Episcopal church at 400 W. Maple Street.

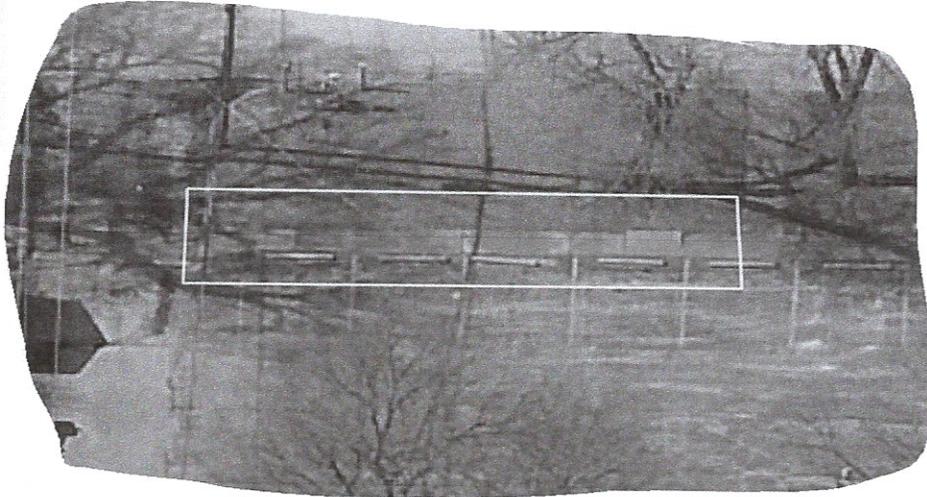
- Attached picture of the site below – questions, please call David Cowan 330.0056
  - The alley sidewalk cut should be squared up and repaired with concrete. A Minimum 48" wide sidewalk. Please put in a 6" aggregate subbase (AB-3) and 8" of reinforced concrete 4,000 psi to make the sidewalk with #4 rebar in a grid pattern. {Alley has daily trash truck traffic}
  - The ADA ramp on the north side of the alley crossing needs to be replaced by meeting 2010 ADA curb ramp standard and about 48' of the sidewalk. The ADA ramp shall have detectable warnings per the ADA Standards.
    - Sidewalk shall be a minimum
      - 4' wide
      - 4" thick concrete 4,000 psi
      - 5" subbase .
      - Control joints
      - The ramp will be inspected per ADA specifications before acceptance of the work.
  - The contractor is responsible for excavation and removal of debris from the site.

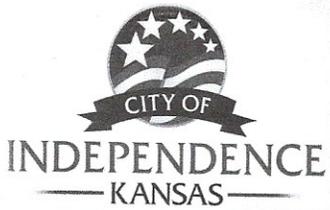
Questions or site visit, please contact David Cowan at 620.332.2528

Please return your detailed quote by **June 12, 2020**, to the City of Independence, Kansas – Attn: David Schwenker by 2:00 p.m. 811 W. Laurel Street, Independence, Kansas 67301 or [davids@independenceks.gov](mailto:davids@independenceks.gov).

Email quotes are acceptable if received prior to 2:00 p.m. on June 12, 2020.

Project: ADA ramp and 48' of sidewalk





"Delivering Excellence"

This quote is good for a period of 30 days and the City of Independence reserves the right to add or delete options after the quote is awarded, and expects appropriate credit or debit for said options. The City of Independence reserves the right to accept or reject any or all quotes or to waive any irregularities should any occur as may best benefit the City of Independence.

Ricky L. Shafer dba R.I.C. Construction PO Box 488

Company Name

Address

Coffeyville

Kansas

67337

620/252/9126

City

State

Zip

Phone

[Signature]

6/12/2020

Signature

Date

Project #1: Alley Sidewalk Crossing



# RIC SHAFER DBA RIC CONSTRUCTION

Proposal

**BILL TO:** City of Independence Kansas  
David Cowan  
811 W. Laurel St.  
Independence KS 67301

**JOB:** Sidewalk, & ADA ramp replacement  
**LOC:** Alley at 400 W. Maple St.

**REF/PO#**

**DATE:** June 12, 2020

**TOTAL MATERIAL, LABOR AND EQUIPMENT:**

Remove section of alley payment for sidewalk to match existing ADA ramp on south side; install new sidewalk 8" deep, 4,000 PSI concrete, reinforced with #4 rebar 12" centers each way; Install asphalt in areas which are damaged during excavation and during forming with asphalt supplied by city; Install ADA ramp on north side of alley with detectable warning pad; install 45' of sidewalk 4' wide with 5" compacted subbase, 4" 4,000 PSI concrete and control joints cut 1.5 inches deep. The sidewalk across the alley will have 6" of compacted fill under sidewalk.

TOTAL	\$	6,490.00
Tax if Applicable	\$	616.55
<b>TOTAL</b>	<b>\$</b>	<b>7,106.55</b>

Ric Shafer dba RIC Construction  
PO Box 488  
COFFEYVILLE, KS 67337

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT RIC SHAFER AT (620) 252-9126

THANK YOU

  
\_\_\_\_\_  
RIC SHAFER



PO Box 420, Fredonia, Ks. 66736  
1111 N. 2nd St., Fredonia, Ks. 66736

Phone: (620) 378-3002  
www.koehncs.com

# Proposal

**Proposal:** 20061201  
**Date:** 6/12/2020

<b>To:</b>	<b>Project:</b>
City of Independence Attn: David Cowan 811 W. Laurel St. Independence, KS 67301	Independence Sidewalk Repair 400 W. Maple St. Independence, KS 67301

**Scope of Work**

**Permitting:**

Permit fees by owner

**Architectural and Engineering:**

By others

**General Requirements:**

Includes Project Management and Job Supervision as needed  
Includes sales tax

**Demo:**

Remove and dispose of 48 feet of 4' sidewalk  
Remove and dispose of 15' feet of 4' wide alley walk  
Remove and dispose of ramp on north side of alley

**Site Preparation:**

Place and compact 6" of AB-3 under new alley sidewalk  
Place and compact 5" of AB-3 under new sidewalk and ADA ramp

**Concrete:**

4' x 48' total length exterior broom finish sidewalk, 4" thick  
4' x 15' total length exterior broom finish sidewalk, 8" thick, reinforced with #4 rebar on a 24" grid  
(1) ADA compliant ramp

**Electrical:**

By others

**Plumbing:**

By others

**Gas Lines:**

By others

**Exclusions**

Permit Fees  
Bonding  
Structural Engineering  
Architectural Engineering



PO Box 420, Fredonia, Ks. 66736  
1111 N. 2nd St., Fredonia, Ks. 66736

# Proposal

Phone: (620) 378-3002  
www.koehncs.com

- Civil Engineering
- Electrical
- Plumbing
- Gas lines
- Utility Service Entrances
- Data/Phone
- Asbestos Removal and Abatement
- Davis Bacon/Prevailing Wages
- Landscaping
- Subsurface rock excavation

### Terms and conditions of sale:

Contractor is responsible for all necessary equipment, material and labor to complete contracted job. All concrete spoils will be stock piled on site upon completion, unless otherwise noted. Customer is responsible for any costs resulting from below surface rock or any other less than desirable site conditions. Proposal is based on properly graded and clean site. Contractor will assume responsibility to unload building. Contractor is responsible for all trash and leftover material. Contractor is responsible for temporary facilities such as portable restroom, secure jobsite storage, and roll-off dumpsters.

Payment will be as follows, unless other arrangements have been made with Koehn Construction Services: 20% down on total contract price. Remaining amounts will be invoiced as specified in payment schedule. Payments are due 15 days after invoicing. Sales/Use tax has been included in **all** material costs. Change orders must be signed by the owner and the contractor, with the balance due 15 days after invoicing.

<b>Proposal Total:</b>	<b>7,046.90</b>
------------------------	-----------------

<b>Acceptance</b>	
Accepted by:	_____
Title:	_____
Date:	_____



May 29, 2020

TO: Request for a Quote – Repair of Alley Crossing and ADA Ramp  
Episcopal Church

FROM: City of Independence – David Cowan, ADA

RE: Repair of Alley Sidewalk, curb ramp and sidewalk

Project:

The City of Independence, Kansas, is seeking quotes for the repair of the alley sidewalk crossing, ADA ramp, and sidewalk located on the Northwest corner of the Episcopal church at 400 W. Maple Street.

- Attached picture of the site below – questions, please call David Cowan 330.0056
  - The alley sidewalk cut should be squared up and repaired with concrete. A Minimum 48” wide sidewalk. Please put in a 6” aggregate subbase (AB-3) and 8” of reinforced concrete 4,000 psi to make the sidewalk with #4 rebar in a grid pattern. {Alley has daily trash truck traffic}
  - The ADA ramp on the north side of the alley crossing needs to be replaced by meeting 2010 ADA curb ramp standard and about 48’ of the sidewalk. The ADA ramp shall have detectable warnings per the ADA Standards.
    - Sidewalk shall be a minimum
      - 4’ wide
      - 4” thick concrete 4,000 psi
      - 5” subbase .
      - Control joints
      - The ramp will be inspected per ADA specifications before acceptance of the work.
  - The contractor is responsible for excavation and removal of debris from the site.

Questions or site visit, please contact David Cowan at 620.332.2528

Please return your detailed quote by **June 12, 2020**, to the City of Independence, Kansas – Attn: David Schwenker by 2:00 p.m. 811 W. Laurel Street, Independence, Kansas 67301 or [davids@independences.gov](mailto:davids@independences.gov).

Email quotes are acceptable if received prior to 2:00 p.m. on June 12, 2020.

This quote is good for a period of 30 days and the City of Independence reserves the right to add or delete options after the quote is awarded, and expects appropriate credit or debit for said options. The City of Independence reserves the right to accept or reject any or all quotes or to waive any irregularities should any occur as may best benefit the City of Independence.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Project #1: Alley Sidewalk Crossing



Project: ADA ramp and 48' of sidewalk





**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**June 25, 2020**

**Department** Safety & Code Enforcement

**Director Approval** *David Cowan*

**AGENDA ITEM** Consider ordinances relating to requirements for the CRS program.

**SUMMARY RECOMMENDATION** City Staff recommends the approval of the Ordinance modifications.

**BACKGROUND** The Building and Flood Administrator is working with ISO Specialist Melissa Mitchell to implement the CRS program for the City of Independence. The following ordinances are needed to implement this program.

- Mandatory Disclosure of property in the floodplain. This Ordinance would require the Disclosure in writing that the property is in the floodplain and the risk associated with that.
- Repealing City Code Section 18-35 and 18-37 and replacing them with new provisions.
  - The previous code had not been updated and has been updated to meet current staffing and titles.
  - Requires a building permit for any property in the floodplain
    1. The construction, building, moving, remodeling or reconstruction of any structure shall not be commenced;
    2. The improvement of any plan preliminary to any use of such land shall not be commenced; and
    3. Any building permit issued in conflict with the provisions of this Ordinance shall be null and void.
  - Elevations Certificate for any new or substantially improved structures in the floodplain.

**BUDGET IMPACT** There would be no budget impact.

**SUGGESTED MOTION** I move the City adopt the following ordinances: Ordinance 4329 creating a mandatory disclosure requirement for properties within the flood plain; and Ordinance 4330 repealing and replacing City Code Sections 18-35 and 18-37.

**SUPPORTING DOCUMENTS** Proposed Ordinances

**ORDINANCE NO. 4329**

**An Ordinance Creating a Mandatory Disclosure Requirement That Property Lies Within the Flood Plain**

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

**Section 1. Flood Plain Defined.** As used in this ordinance, the flood plain shall be defined as that area designated by the Federal Emergency Management Agency (FEMA) as amended from time to time, as shown on the city's Flood Plain Overlay District.

**Section 2. Mandatory Disclosure.** If a property which is the subject of a rental agreement or sales agreement is located within the flood plain, it shall be the duty of every landlord, and the duty of every seller, to disclose to the tenant or buyer of the property, as the case may be, the following information, in writing, which shall be in 12 point bold type, and which shall be signed by all parties to any rental agreement or sales agreement:

- a. That the property is within the city's flood plain;
- b. That there is the possibility that structures located within the flood plain may be inundated with water during a flood;
- c. That there is the possibility of the loss of life and/or loss of property as a result of such flooding; and
- d. That insurance against the loss of property due to such flooding may be available and is typically the responsibility of either the tenant or buyer, as the case may be.

**Section 3.** Any person violating this ordinance shall, upon conviction, be subject to the penalties set forth in City Code Section 1-14.

**Section 4.** This Ordinance shall take effect upon its publication in the official City newspaper.

*Adopted by the Governing Body of the City of Independence, Kansas, on the 25<sup>th</sup> day of June, 2020.*

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LEONHARD CAFLISCH, Mayor

ATTEST:

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DAVID W. SCHWENKER, City Clerk

**ORDINANCE NO. 4330**

**An Ordinance Repealing City Code Sections 18-35 and 18-37 and Replacing Them with New Provisions Regarding The Appointment, Duties and Qualifications of a Building Inspector**

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

**Section 1.** Current City Code Sections 18-35 and 18-37 are hereby repealed and replaced by the provisions of this ordinance

**Section 2. Office of the building inspector.**

a. There is hereby established the office of building inspector.

b. The city manager shall appoint a person who in his opinion is qualified through education and experience to hold the title of building inspector. The building inspector may hold another office or position concurrently.

c. The budget for the office of building inspector and the salary for the building inspector shall be established by the governing body in the same manner as for all other departments and staff salaries.

**Section 3. Duties of the building inspector.** The building inspector, or designee, shall enforce these regulations and in addition thereto and in furtherance of said authority, he shall:

a. Approve and issue all permits and certificates regarding compliance with all applicable building codes and ordinances, and make and maintain records thereof.

b. Conduct inspections of buildings and structures to determine compliance with the provisions of the applicable building codes and ordinances.

**Section 4. Building Permits.**

a. Unless a building permit shall first have been obtained from the office of the building inspector:

1. The construction, building, moving, remodeling or reconstruction of any structure shall not be commenced;

2. The improvement of any plan preliminary to any use of such land shall not be commenced; and

3. Any building permit issued in conflict with the provisions of this ordinance shall be null and void.

b. For any property located in the flood plain, any application for a building permit for all new or substantially improved structures in the Special Flood Hazard Area shall submit an elevation certificate with the application for building permit.

c. A building permit shall either be issued or denied by the building inspector within ten (10) days after the receipt of a complete application, or within such further time period as may be agreed to by the applicant. If the building inspector denies the application for a building permit, the reasons for the denial shall be provided to the applicant in writing.

d. A building permit shall become null and void six (6) months after the date it was issued, unless within such six (6) month period construction, building, moving, remodeling or reconstruction of a structure is commenced.

## **Section 5. Occupancy Certificates.**

a. No structure or any addition thereto constructed, built, moved, remodeled or reconstructed after the effective date of this ordinance shall be occupied or used for any purpose unless an occupancy certificate shall first have been obtained from the office of the building inspector consistent with the provisions of this ordinance.

b. No occupancy certificate for a structure or addition thereto constructed, built, moved, remodeled or reconstructed after the effective date of this ordinance shall be issued until such time as all work has been completed and the premises inspected and certified by the office of the building inspector to be in full and complete compliance with the plans and specifications upon which the building permit was issued. Pending issuance of a permanent occupancy certificate, a temporary occupancy certificate may be issued to be valid for a period not to exceed six (6) months from its date pending the completion of any addition or during partial occupancy of the premises. An occupancy certificate shall be issued or denied within ten (10) days after the receipt of an application therefore. If the occupancy certificate is denied, the building inspector shall provide the applicant the reasons for the denial in writing.

**Section 6. Fees, Charges and Expenses.** The governing body shall establish a schedule of fees, charges, and expenses, and a collection procedure, for building permits, certificates of occupancy, appeals, and other matters pertaining to this ordinance. The schedule of fees shall be posted in the office of the building inspector and may be altered and amended only by the governing body. No permit or certificate shall be issued unless or until such costs, charges, fees, or expenses listed in this ordinance have been paid in full, nor shall any action be taken on proceedings before the governing body, unless or until such fees have been paid in full.

**Section 7. Violations.** If any building or structure is erected, constructed, reconstructed, altered, converted or maintained, the city, in addition to other remedies, may institute an appropriate action to prevent such unlawful erection, construction, reconstruction, alteration, conversion; to restrain, correct, or abate such violation; to prevent the occupancy of said building, structure or land; or to prevent any illegal act, conduct, or business in or about such premises. Such ordinance shall be enforced by the building inspector, or designee, who is empowered to cause any building, structure, place or premises to be inspected and examined, and to order, in writing, the remedy of any condition found to exist therein or in violation of any provision of this ordinance.

**Section 8. Penalty.** Pursuant to K.S.A. 12-710 as amended, the owner or agent of a building or premises in or upon which a violation of any provisions of this ordinance has been committed or shall exist or lessee or tenant of an entire building or entire premises in or upon which violation has been committed or shall exist, or the agent, architect, building contractor, or any other person who commits, takes part, or assists in any violation or who maintains any building or premises in or upon which such violation shall exist, shall be guilty of a misdemeanor and shall be punished by a fine not to exceed \$500.00 for any one offense. Each day of noncompliance with the terms of this ordinance shall constitute a separate offense.

Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation. However, nothing shall deprive the citizen of his rights under the U.S. Constitution.

**Section 9.** This Ordinance shall take effect upon its publication in the official City newspaper.

*Adopted by the Governing Body of the City of Independence, Kansas, on the 25<sup>th</sup> day of June, 2020.*

---

LEONHARD CAFLISCH, Mayor

ATTEST:

---

DAVID W. SCHWENKER, City Clerk



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**June 25, 2020**

**Department** Administration

**Director Approval** Kelly Passauer

**AGENDA ITEM** Consider modifying your September 10, 2020 City Commission meeting in order to participate in the MCAC meeting.

**SUMMARY RECOMMENDATION** Modify the September 20, 2020 Meeting if you wish to attend the MCAC event.

**BACKGROUND** Trisha Purdon, MCAC Executive Director has requested that the City Commission consider modifying their September 10, 2020 City Commission meeting in order to attend the MCAC Dinner and Quarterly Meeting being held in Independence on that evening. Due to a scheduling conflict, MCAC was unable to modify the Fall MCAC meeting to avoid the City Commission's normal Commission meeting. They would like Independence to participate in the meeting which is being held in Independence and requests that the Commission considering modifying their regular September 10, 2020 City Commission meeting.

**BUDGET IMPACT** N/A

**SUGGESTED MOTION** I move to modify the September 10, 2020 City Commission meeting to \_\_\_\_\_ date at \_\_\_\_\_ time.

**SUPPORTING DOCUMENTS** N/A



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**June 25, 2020**

**Department** Safety & Code Enforcement

**Director Approval** *David Cowan*

**AGENDA ITEM** Consider a resolution authorizing the abatement of unhealthy and unsafe exterior conditions 225 S. 16th Street.

**SUMMARY RECOMMENDATION** City Staff recommends the Commission approve the Resolution to abate 225 So. 16<sup>th</sup>.

**BACKGROUND** Code Enforcement Officer Erin Musgrove has been attempting to resolve a nuisance issue at 225 So. 16<sup>th</sup>. Since December 2019, Erin has made multiple attempts to have the owner abate the nuisance, including three violation notices and one summons to court. The resident failed to appear for the court hearing, but due to COVID-19, court sessions were discontinued. Continued efforts by Erin were ignored, and the nuisance pile has continued to grow. City Staff is receiving daily calls from the neighbors related to the nuisance and the hazards for the neighborhood. The resident has been cited into court, but the court appearance is now scheduled for August 2020, due to the court backlog. City Staff is asking the Commission to approve the Resolution giving us the authority to abate this nuisance in 20 days.

**BUDGET IMPACT** The budget impact would be the abatement of this nuisance that would be assessed to the property owner.

**SUGGESTED MOTION** I move to adopt a resolution authorizing abatement of unhealthy and unsafe exterior conditions at 225 South 16<sup>th</sup> Street.

**SUPPORTING DOCUMENTS**

1. Resolution
2. Consent to Abate
3. Court Filings and Notices
4. Pictures

**RESOLUTION NO. 2020-\_\_\_\_\_**

**A Resolution Authorizing Abatement of Unhealthy  
and Unsafe Exterior Conditions at 225 South 16th**

**Whereas**, Amber R. True, owns the following described real estate located at 225 South 16th, Independence, Kansas:

Lot 66, Glenwood Addition to the City of Independence,  
Montgomery County, Kansas

**And Whereas**, the City's Code Enforcement Officer has determined that the exterior condition of the property at 225 South 16th is in violation of City Code 42-66 due to the accumulation of debris, junk, abandoned motor vehicle parts, and appliances in the yard.

**And Whereas**, Amber R. True has been cited for violating City Code 42-66 on three occasions, to-wit: December 3, 2019, April 7, 2020, and most recently on May 11, 2020.

**And Whereas**, on all occasions, Amber R. True was given 15 days' notice to alleviate the exterior condition as required by City Code 42-67.

**And Whereas**, Amber R. True was issued a citation to appear in Municipal Court on March 6, 2020, failed to appear, and her new Court date is not scheduled until August, 2020.

**And Whereas**, Amber R. True has taken no action to alleviate the condition of the exterior of the property at 225 South 16th.

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

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

**Section 1.** Amber R. True has been cited with violating City Code 42-66 on three separate occasions, has been issued the required notice on three separate occasions, and has failed to alleviate the exterior conditions of the yard at 225 South 16th, Independence, Kansas.

**Section 2.** The Code Enforcement Officer or other agents of the City are hereby authorized to abate the exterior conditions at 225 South 16th, Independence, Kansas, pursuant to City Code 42-69 and to have the costs of abatement assessed against the property pursuant to City Code 42-73.

*Adopted by the Governing Body of the City of Independence, Kansas, on the 25<sup>th</sup> day of June, 2020.*

---

LEONHARD CAFLISCH, Mayor

ATTEST:

---

DAVID W. SCHWENKER, City Clerk

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

**COMES NOW**, Amber R. True, and agrees to the following:

1. Amber R. True is the owner and occupant of the following described real estate:

Lot 66, Glenwood Addition to the City of Independence,  
Montgomery County, Kansas (commonly known as 225 South  
16th, Independence, Kansas)

2. Amber R. True has been issued three separate notices for violation of City Code 42-66 concerning the exterior condition of the yard at 225 South 16th on December 3, 2019, April 7, 2020, and May 11, 2020.

3. Amber R. True hereby consents to abatement of the exterior condition of the yard at 225 South 16th which will entail removal of all unhealthy and unsafe trash, debris, abandoned motor vehicle parts, appliances and other rubbish located thereon which are in violation of City Code 42-66.

4. Amber R. True acknowledges and understands that she will be contacted prior to the abatement process and that she will remove from the exterior yard of 225 South 16th any property which she feels is valuable and which she wishes to retain, and further that any property left in the yard at 225 South 16th may be presumed by the City, its agents and employees, to be rubbish and debris in violation of City Code 42-66 and subject to abatement by the City.

5. Amber R. True hereby waives any and all claims of liability for injury and/or damages against the City, its agents and employees, arising from abatement of the

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

6. Amber R. True understands that the cost of abatement may be assessed by the City against her as owner of the property in the same manner as taxes are assessed against property.

7. Amber R. True acknowledges that she has the right to seek the advice of independent counsel and has executed this consent knowingly and voluntarily.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AMBER R. TRUE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS SIGNATURE  
Printed Name: \_\_\_\_\_

IN THE MUNICIPAL COURT OF INDEPENDENCE, KANSAS

CITY OF INDEPENDENCE

PLAINTIFF

VS.

No. \_\_\_\_\_

**Amber True & Alex Wilson**

Defendant

COMPLAINT

Environmental Code Violation

The undersigned complains that on or about the **8<sup>th</sup>** day of **June, 2020**, in the City of Independence, County of Montgomery, and State of Kansas, at **225 S 16th St** one **Amber True & Alex Wilson** did then and there unlawfully allow to exist, on any; residential, commercial or industrial premises, conditions which are detrimental to adjoining property, the neighborhood or the City of Independence, to wit:

**Article III Property Maintenance Standards, Sec 46-66 (1) c. Personal property on porch, driveway, at curb, and in yard, complaint of articles of property being on neighbor's property. Pictures attached. This has escalated to it being a danger to the children in the home and an attractive nuisance to other children.**

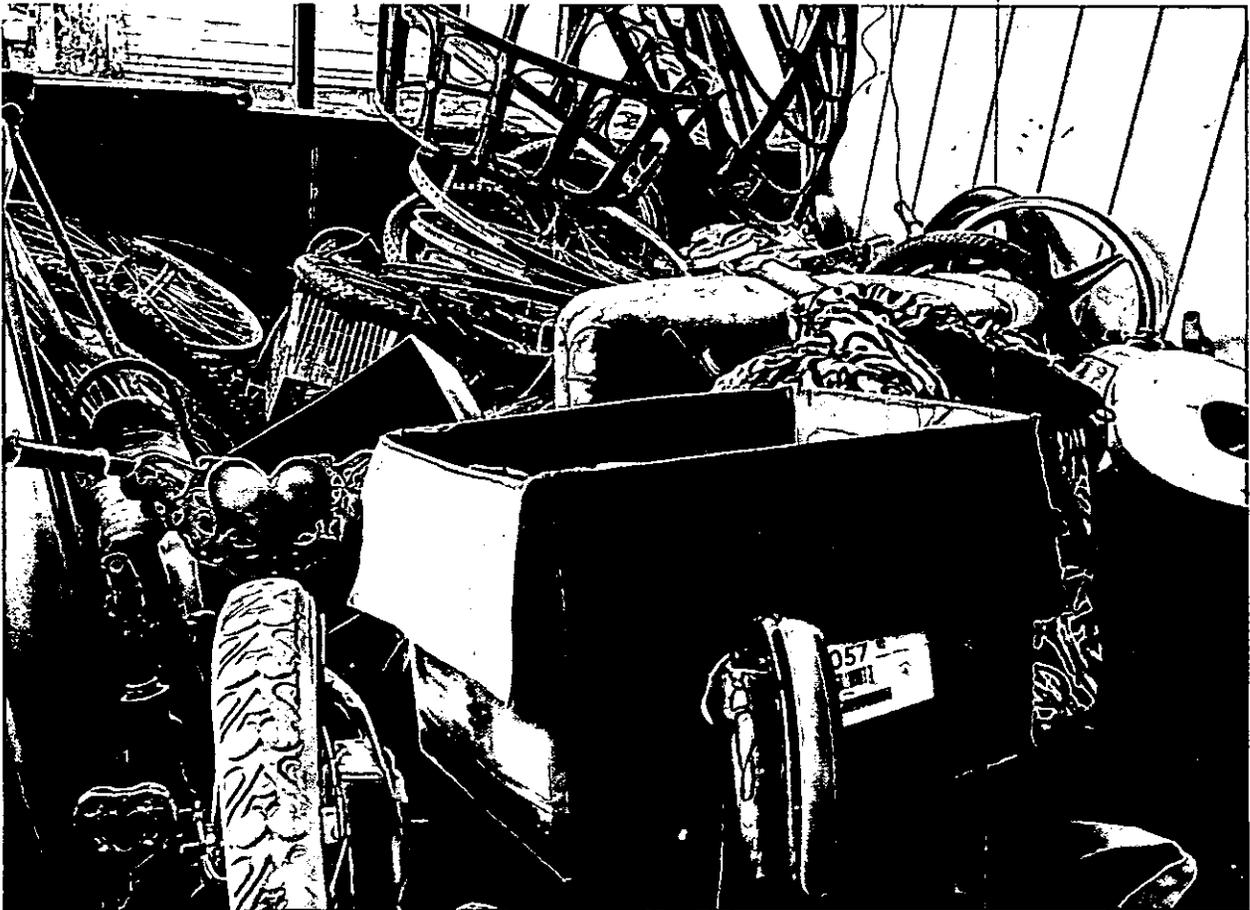
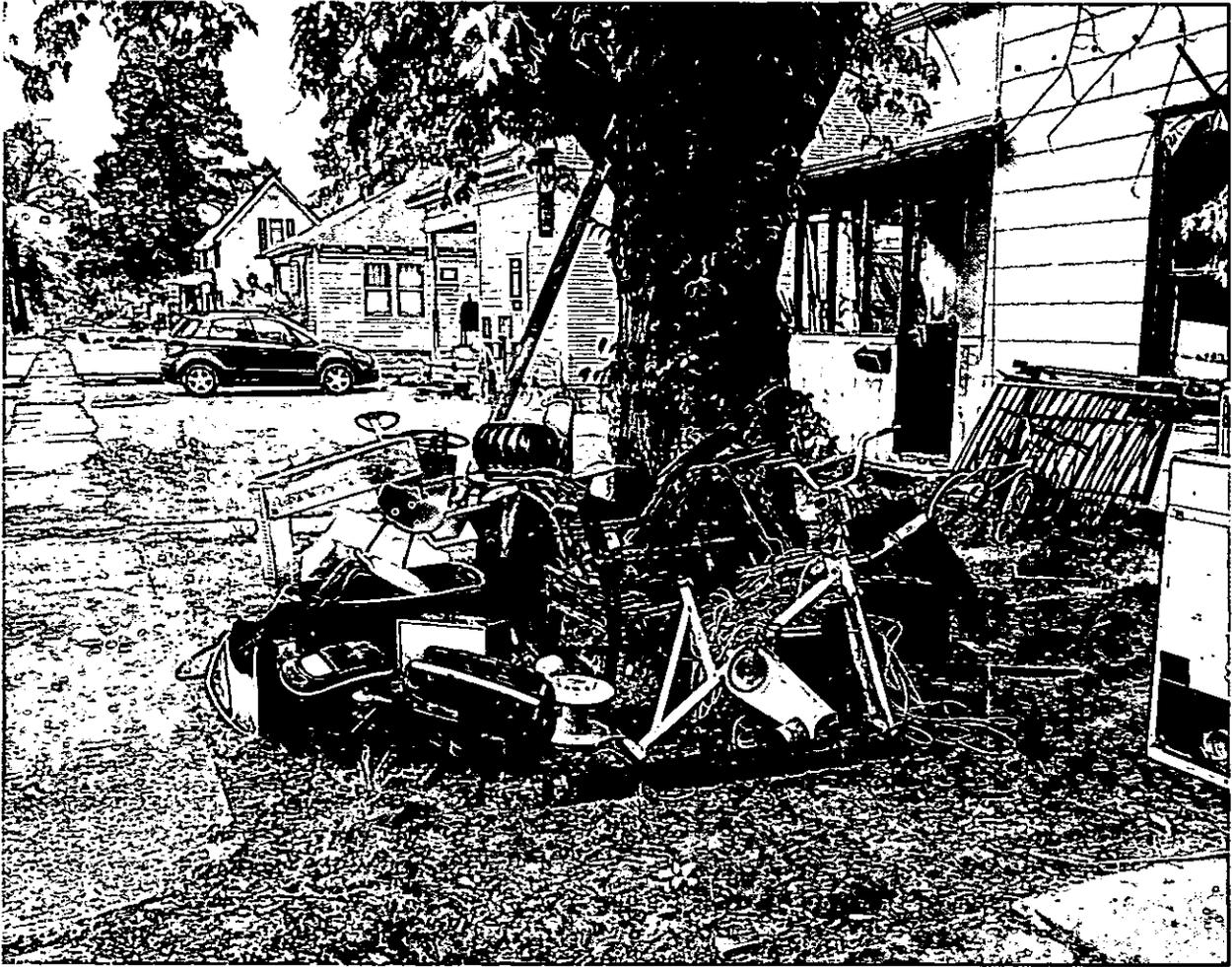
**City of Independence, Kansas VS. Amber True & Alex Wilson**

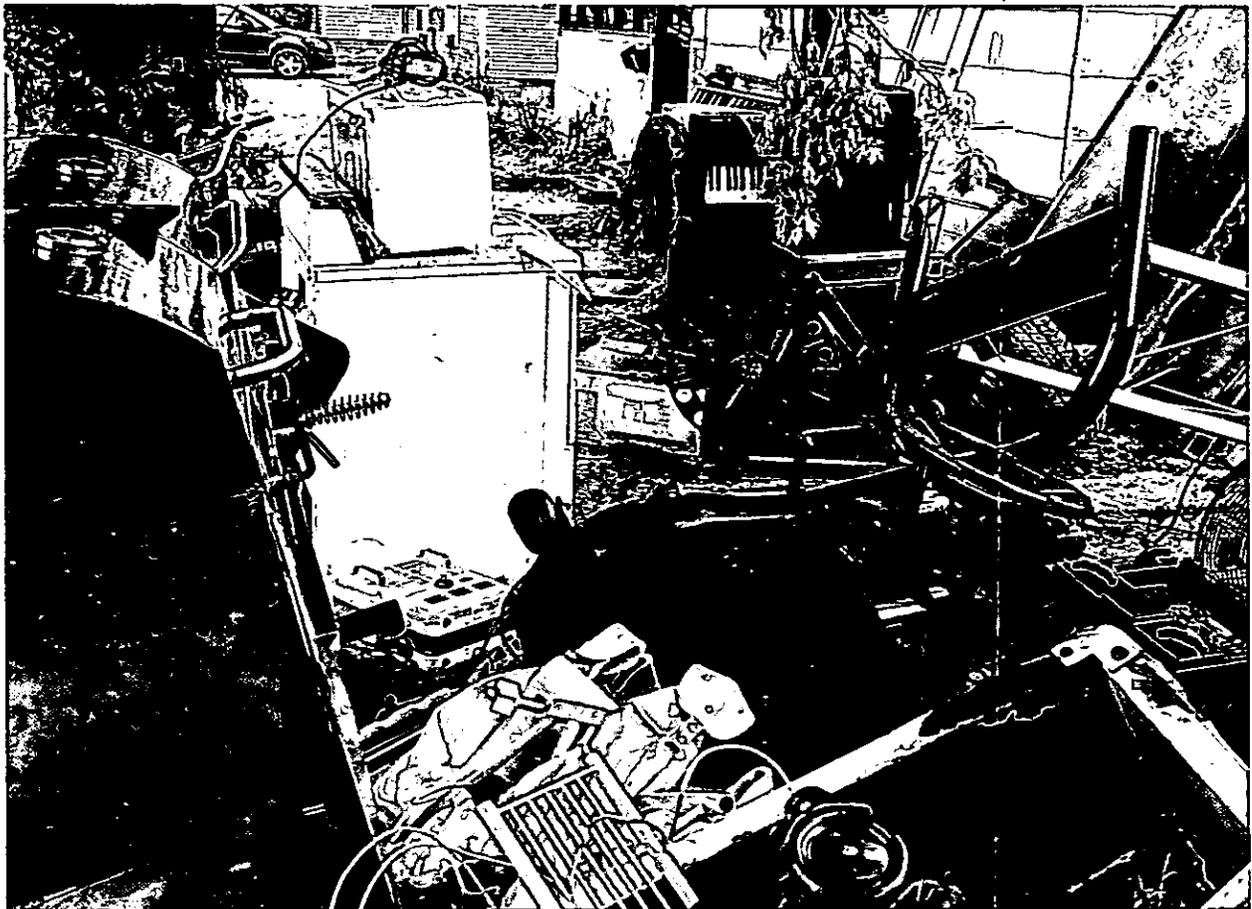
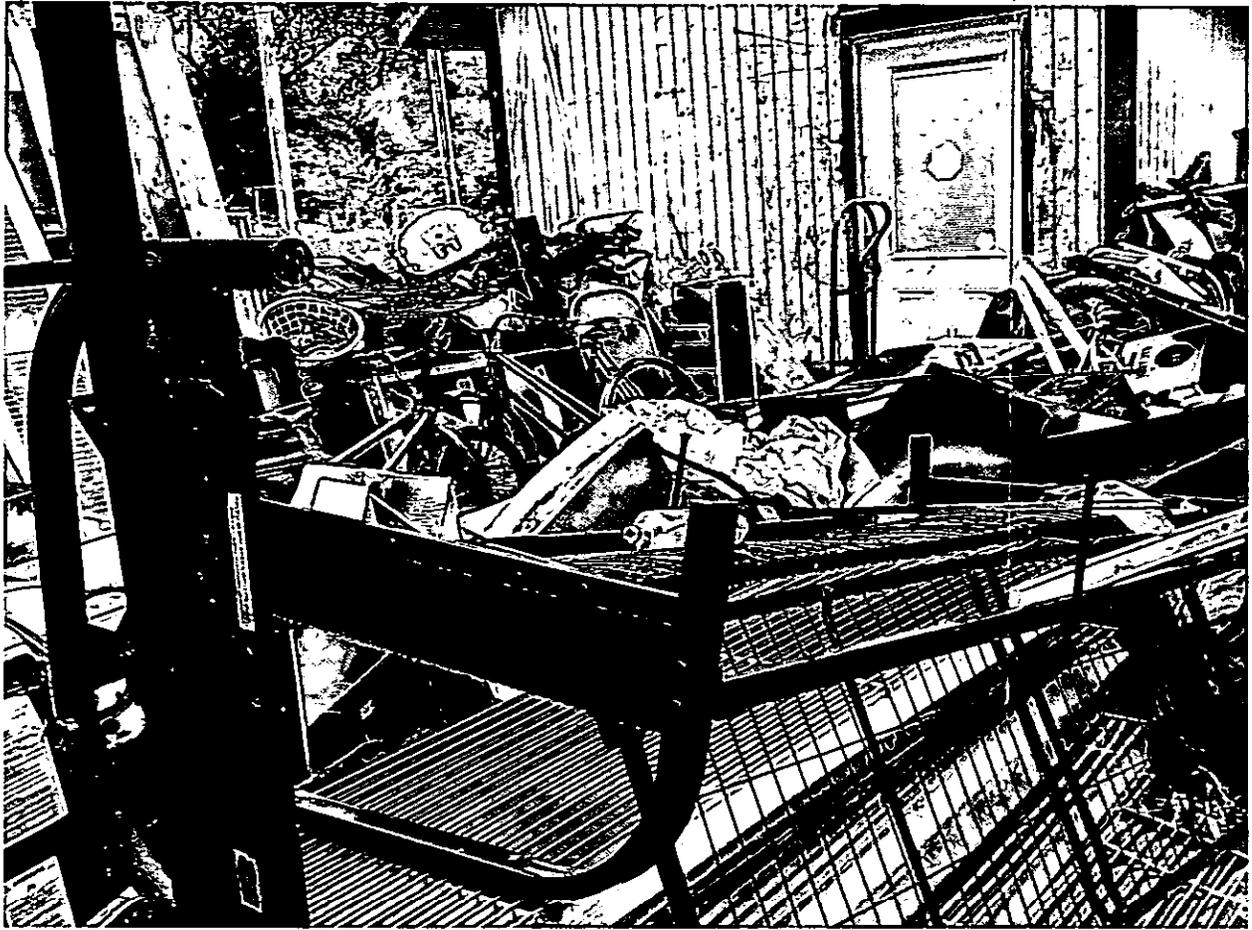
Erin Musgrove, Code Enforcement

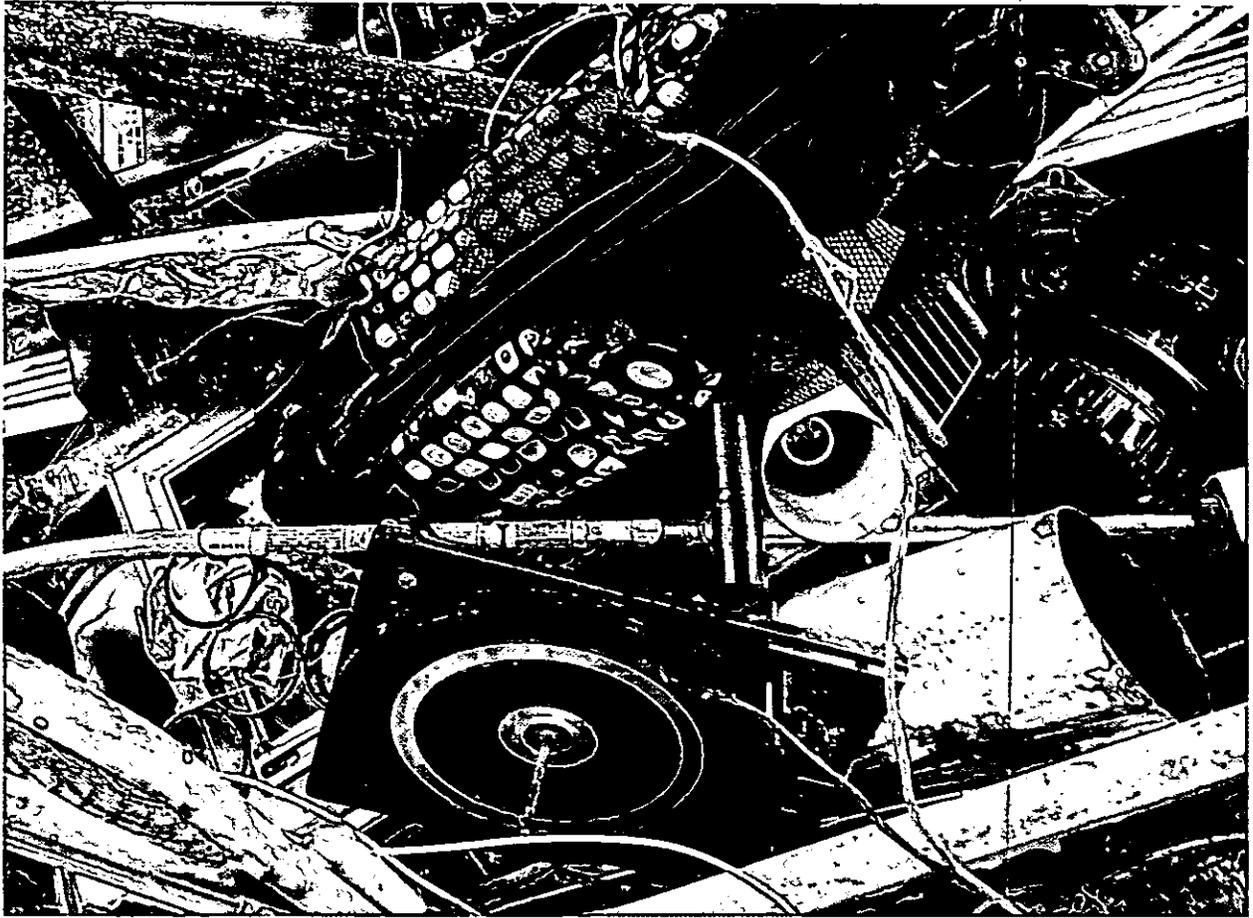
COMPLAINANT

Sworn before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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











Notice of Violation

State of Kansas
County of Montgomery
City of Independence

You are hereby notified that on the 11 day of May, 2020 at 09:57 (p.m. - a.m.) The undersigned Public Officer conducted an inspection of the following property:

Property Owner: Amber True, Alex Wilson. David Wilson
Legal Description:
Owner Address: 225 N 16th INDEPENDENCE KS
Violation Address: 225 S 16th

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

- Subsection (1)(a) [checked]
Subsection (1)(b) [unchecked]
Subsection (1)(c) [checked]
Subsection (2)(a) [checked]
Subsection (2)(b) [unchecked]
Subsection (2)(c) [unchecked]

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

- Grass, weeds or other obnoxious vegetation more than 12" [unchecked]

Description of Violation: Remove all property on driveway and beside garage and on front porch. You cannot run a salvage business from this residence. It has to be a clean safe place for children to play with no hazzards. Recheck Friday

ALLEVIATION OF VIOLATION

- You are hereby given ten (10) days from the receipt of notification or mailing to alleviate the violation. [unchecked]
You are hereby given fifteen (15) days from the receipt of notification or mailing to alleviate the violation. [unchecked]
You are hereby given forty-five (45) days from the receipt of notification or mailing to alleviate the violation. [unchecked]

You are further notified that you may request a hearing before the governing body concerning this matter. Said request must be made within fifteen (15) days of the receipt of notification of violation or the mailing of said notification.

FAILURE TO ALLEVIATE

Failure to alleviate said violation or request said hearing may result in your prosecution as provided for in Sec. 42-68 and/or the abatement of the condition by the City as provided for by Sec 42-69, with the cost of said abatement being assessed against you as provided for in Sec 42-73.

I hereby certify that a true and correct copy of the above notice of violation was (personally served) or (sent by certified mail) to: Amber True, Alex Wilson. David Wilson on the 11 day of May at 9:57:35 AM (p.m. - a.m.) to said person.

Signature of Public Officer Date 5/11/2020



Notice of Violation

State of Kansas
County of Montgomery
City of Independence

You are hereby notified that on the 13 day of Sep, 2019 at 04:36 (p.m. - a.m.) The undersigned Public Officer conducted an inspection of the following property:

Property Owner: TRUE, AMBER
Legal Description:
Owner Address: 225 S 16TH INDEPENDENCE KS
Violation Address: 229 S 16th

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

- Subsection (1)(a)
Subsection (1)(b)
Subsection (1)(c)
Subsection (2)(a)
Subsection (2)(b)
Subsection (2)(c)

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

- Grass, weeds or other obnoxious vegetation more than 12"

Description of Violation: The camper electric cannot be hooked up to your residence. No one is allowed to stay in a camper in a yard in the city limits of INDEPENDENCE.

ALLEVIATION OF VIOLATION

- You are hereby given ten (10) days from the receipt of notification or mailing to alleviate the violation.
You are hereby given fifteen (15) days from the receipt of notification or mailing to alleviate the violation.
You are hereby given forty-five (45) days from the receipt of notification or mailing to alleviate the violation.

You are further notified that you may request a hearing before the governing body concerning this matter. Said request must be made within fifteen (15) days of the receipt of notification of violation or the mailing of said notification.

FAILURE TO ALLEVIATE

Failure to alleviate said violation or request said hearing may result in your prosecution as provided for in Sec. 42-68 and/or the abatement of the condition by the City as provided for by Sec 42-69, with the cost of said abatement being assessed against you as provided for in Sec 42-73.

I hereby certify that a true and correct copy of the above notice of violation was (personally served) or (sent by certified mail) to: TRUE, AMBER on the 13 day of Sep at 4:36:09 PM (p.m. - a.m.) to said person.

Signature of Public Officer Date 9/13/2019



Notice of Violation

State of Kansas
County of Montgomery
City of Independence

You are hereby notified that on the 16 day of Sep, 2019 at 04:12 (p.m. - a.m.) The undersigned Public Officer conducted an inspection of the following property:

Property Owner: "AMBER TRUE"
Legal Description:
Owner Address: 225 S 16TH INDEPENDENCE KS
Violation Address: 225 S 16th

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

- Subsection (1)(a)
Subsection (1)(b)
Subsection (1)(c)
Subsection (2)(a)
Subsection (2)(b)
Subsection (2)(c)

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

- Grass, weeds or other obnoxious vegetation more than 12"

Description of Violation: Illegal to hook a camper up to a house in town for someone to reside in. I told you to disconnect that electrical connection Friday. It was still connected today 9/16/19 when i came by at 1:45. This house is in your name and the fine will be as well.

ALLEVIATION OF VIOLATION

- You are hereby given ten (10) days from the receipt of notification or mailing to alleviate the violation.
You are hereby given fifteen (15) days from the receipt of notification or mailing to alleviate the violation.
You are hereby given forty-five (45) days from the receipt of notification or mailing to alleviate the violation.

You are further notified that you may request a hearing before the governing body concerning this matter. Said request must be made within fifteen (15) days of the receipt of notification of violation or the mailing of said notification.

FAILURE TO ALLEVIATE

Failure to alleviate said violation or request said hearing may result in your prosecution as provided for in Sec. 42-68 and/or the abatement of the condition by the City as provided for by Sec 42-69, with the cost of said abatement being assessed against you as provided for in Sec 42-73.

I hereby certify that a true and correct copy of the above notice of violation was (personally served) or (sent by certified mail) to: "AMBER TRUE" on the 16 day of Sep at 4:12:37 PM (p.m. - a.m.) to said person.

Signature of Public Officer
Date 9/16/2019



Notice of Violation

State of Kansas
County of Montgomery
City of Independence

You are hereby notified that on the 07 day of Nov, 2019 at 10:18 (p.m. - a.m.) The undersigned Public Officer conducted an inspection of the following property:

Property Owner: TRUE, AMBER
Legal Description:
Owner Address: 225 S 16TH INDEPENDENCE KS
Violation Address: 225 S 16th

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

- Subsection (1)(a) [checked]
Subsection (1)(b)
Subsection (1)(c) [checked]
Subsection (2)(a)
Subsection (2)(b)
Subsection (2)(c)

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

- Grass, weeds or other obnoxious vegetation more than 12"

Description of Violation: Please clean up all the personal property in the driveway and dispose of properly. Please call me about the camper.

ALLEVIATION OF VIOLATION

- You are hereby given ten (10) days from the receipt of notification or mailing to alleviate the violation.
You are hereby given fifteen (15) days from the receipt of notification or mailing to alleviate the violation. [checked]
You are hereby given forty-five (45) days from the receipt of notification or mailing to alleviate the violation.

You are further notified that you may request a hearing before the governing body concerning this matter. Said request must be made within fifteen (15) days of the receipt of notification of violation or the mailing of said notification.

FAILURE TO ALLEVIATE

Failure to alleviate said violation or request said hearing may result in your prosecution as provided for in Sec. 42-68 and/or the abatement of the condition by the City as provided for by Sec 42-69, with the cost of said abatement being assessed against you as provided for in Sec 42-73.

I hereby certify that a true and correct copy of the above notice of violation was (personally served) or (sent by certified mail) to: TRUE, AMBER on the 07 day of Nov at 10:18:57 AM (p.m. - a.m.) to said person.

Signature of Public Officer Date 11/7/2019



Notice of Violation

State of Kansas
County of Montgomery
City of Independence

You are hereby notified that on the 03 day of Dec, 2019 at 02:39 (p.m. - a.m.) The undersigned Public Officer conducted an inspection of the following property:

Property Owner: "True, Amber"
Legal Description:
Owner Address: 225 S 16th INDEPENDENCE KS
Violation Address: 225 S 16th

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

- Subsection (1)(a) [checked]
Subsection (1)(b) [ ]
Subsection (1)(c) [checked]
Subsection (2)(a) [ ]
Subsection (2)(b) [ ]
Subsection (2)(c) [ ]

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

- Grass, weeds or other obnoxious vegetation more than 12" [ ]

Description of Violation: Last notice to clean up all personal property from the north side of the house. Needs to be disposed of properly. Dryer too.

ALLEVIATION OF VIOLATION

- You are hereby given ten (10) days from the receipt of notification or mailing to alleviate the violation. [ ]
You are hereby given fifteen (15) days from the receipt of notification or mailing to alleviate the violation. [checked]
You are hereby given forty-five (45) days from the receipt of notification or mailing to alleviate the violation. [ ]

You are further notified that you may request a hearing before the governing body concerning this matter. Said request must be made within fifteen (15) days of the receipt of notification of violation or the mailing of said notification.

FAILURE TO ALLEVIATE

Failure to alleviate said violation or request said hearing may result in your prosecution as provided for in Sec. 42-68 and/or the abatement of the condition by the City as provided for by Sec 42-69, with the cost of said abatement being assessed against you as provided for in Sec 42-73.

I hereby certify that a true and correct copy of the above notice of violation was (personally served) or (sent by certified mail) to: "True, Amber" on the 03 day of Dec at 2:39:40 PM (p.m. - a.m.) to said person.

Signature of Public Officer Date 12/3/2019



Notice of Violation

State of Kansas
County of Montgomery
City of Independence

You are hereby notified that on the 07 day of Apr, 2020 at 02:03 (p.m. - a.m.) The undersigned Public Officer conducted an inspection of the following property:

Property Owner: Amber True
Legal Description:
Owner Address: 225 S 16th INDEPENDENCE KS
Violation Address: 225 S 16 th

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

- Subsection (1)(a) [checked]
Subsection (1)(b)
Subsection (1)(c)
Subsection (2)(a)
Subsection (2)(b)
Subsection (2)(c)

door Tag
Not Sent

Said property is in violation of Sec. 42-185 - Nuisance Code of the City of Independence, Kansas:
Grass, weeds or other obnoxious vegetation more than 12"

Description of Violation: You cannot dumpster dive and have all the outside in the yard.

ALLEVIATION OF VIOLATION

- You are hereby given ten (10) days from the receipt of notification or mailing to alleviate the violation.
You are hereby given fifteen (15) days from the receipt of notification or mailing to alleviate the violation.
You are hereby given forty-five (45) days from the receipt of notification or mailing to alleviate the violation.

You are further notified that you may request a hearing before the governing body concerning this matter. Said request must be made within fifteen (15) days of the receipt of notification of violation or the mailing of said notification.

FAILURE TO ALLEVIATE

Failure to alleviate said violation or request said hearing may result in your prosecution as provided for in Sec. 42-68 and/or the abatement of the condition by the City as provided for by Sec 42-69, with the cost of said abatement being assessed against you as provided for in Sec 42-73.

I hereby certify that a true and correct copy of the above notice of violation was (personally served) or (sent by certified mail) to: Amber True on the 07 day of Apr at 2:03:34 PM (p.m. - a.m.) to said person.

Signature of Public Officer Date 4/7/2020

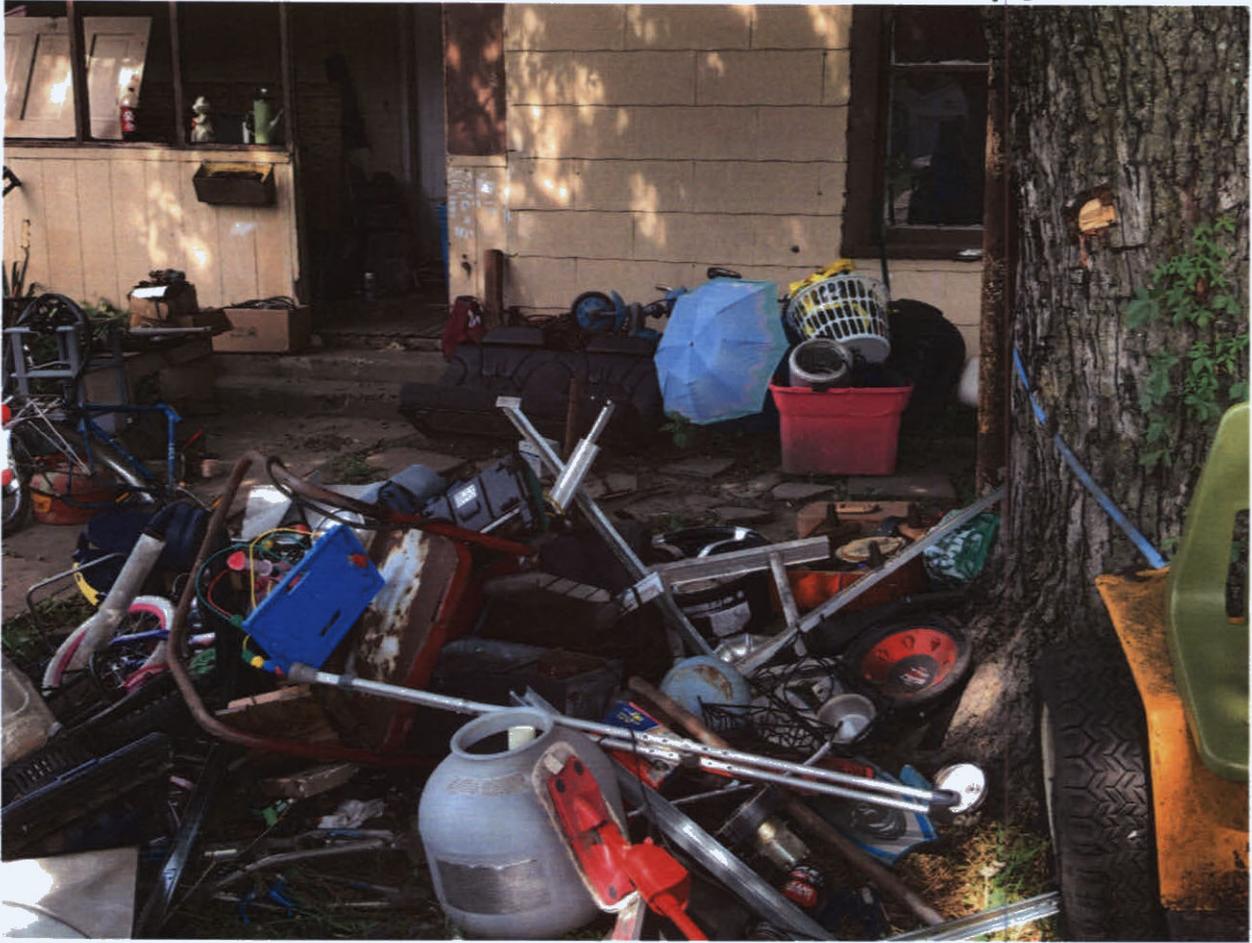
6/23/2020



6/23/2000



6/23/2020



6/23/0020



050018010

6/28/2020



6/28/2020



W23 2020





*"Delivering Excellence"*

March 02, 2020

Electrical Board Minutes – March 02, 2020 Meeting

Call to Order: Kenny Evans

Present: Rick Kiister, Kenny Evans, Dennis Royer, Travis Blankinship and Rick Howard

Approval of Minutes: Review of the January 06, 2020 minutes. Motion to approve Rick / Second Kenny. Yes – 5 No - 0

Old Business: Reviewed the approved ordinance and updates suggested at the last meeting.

Kenny Evans: Read the changes in 2020 approved IBC that requires disconnects

Rick Howard: 80% of the houses; this isn't an issue, but there are houses that can't be upgraded without high cost to the owner. Is there a way we can address those houses?

Kenny Evans: Some cities are now putting into the code that Federal Pacific Panels are no longer allowed and must be removed.

Motion: Travis Blankinship made a motion to approve items 1-4 and to include disconnects on all new and upgraded residential service.

Second: Motion failed for lack of second

Motion: Travis Blankinship made a motion to approve items 1-4 and to include disconnects on all new residential service as written below:

“(b) The 2011 edition of the National Electric Code as adopted is modified to include the following provisions:  
(1) All new or upgraded commercial electrical service shall have a service disconnect on the exterior of the building not to exceed 10' from the meter base.  
(2) All new residential construction electrical service shall have a service disconnect on the exterior of the building not to exceed 10' from the meter base.



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(3) Commercial buildings being remodeled more than {50}% require an electrical service and wiring upgrade throughout the building.

(4) The designated code enforcement officer for the City of Independence shall have authority to grant temporary service to a commercial or residential structure for up to 45 days while repairs or upgrades are being made. Any additional grant of temporary service shall require the approval of the Electrical Board.

Second: Rick Howard  
Approval: In favor: 5 Opposed: 0

Kenny Evans: We will review the Federal Pacific Panels next month. I want to get copies of the Ordinances that the other cities prepared.

David: I will send this to the City Attorney and have it on the next possible agenda for commission approval.

David: Update on the house on Cement street. The service has been upgraded and is now in compliance.  
Rick Howard – who did the work?  
David – Mike Moore did the upgrade

David: Discussion of 223 W. Main. The City requires the owner to have the MEP Engineer come and review the work done and report back to the City. General Discussion by the Board. Board feels it should be in conduit as per the code and it is in the Downtown Fire Zone.

Complaint: The Electrical Board has received a complaint that Newton's Plumbing and Electrical is doing electrical work without a journeyman or master on the job site. It is reported that Chanute, Coffeyville and So. Coffeyville have had them stop working.

Board: The City contact Joe and advice him the City code requires at a minimum a journeyman on site for any electrical work. If he is not in compliance he must stop doing electrical work in the City until he comes into compliance.

David: I will contact him on 3/3/2020

Kenny: I would like information on how the City verifies electricians licenses and qualifications before giving them a licenses? We also used to receive a card that



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we carried in our wallets to show proof of licensure. Is the building inspector reviewing the applications and signing off before the City issues a license? Do we have journeyman with a business license?

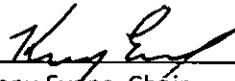
Discussion: Board asked the building inspector to start requesting to see city license when inspection a job site.

David: I will check with Lacey and report back or have her at the next meeting. We will be making changes next year related to the new ordinance. I will also check on how we issue business licenses for electricians.

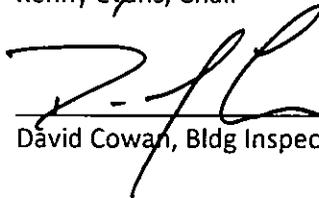
Rick Howard: I would like to discuss general maintenance and janitorial doing electrical work at the next meeting.

Adjournment: Motion Kenny Evans

Second – Rick Howard Motion passed 5/0

  
\_\_\_\_\_  
Kenny Evans, Chair

6-8-2020  
Date

  
\_\_\_\_\_  
David Cowan, Bldg Inspector/Secretary