

AGENDA

Independence City Commission

July 23, 2020

Veterans Room Memorial Hall 5:30 PM

To join via conference call: 1-785-289-4727

Conference ID: 592 706 042 #

I. REGULAR SESSION

A. Call To Order

B. Pledge Of Allegiance To The United States Of America

C. Adoption Of Agenda

II. APPOINTMENTS

A. Tree Board – One Term Expired June 1, 2020 – Applications Are Due By August 7, 2020

[CLICK HERE TO APPLY](#)

III. PUBLIC HEARINGS

A. Public Hearings To Consider Condemnation Of The Following Structures As Dangerous And Unsafe:

1. 1033 N. 17th Place
2. 1516 1/2 W. Laurel Street

Documents:

[RCA - 1033 N 17TH -- 1516 W LAUREL STREET - PUBLIC HEARINGS 07232020.PDF](#)

IV. CONSENT AGENDA

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

A. Appropriations

1. A-1867
2. P-1840

Documents:

[ORDINANCE NO A-1867.PDF](#)
[ORDINANCE NO P-1840.PDF](#)

B. Consider Authorizing The Independence Chamber Of Commerce To Use The Park Oval For A Movie Night For August 29, 2020 And September 26, 2020.

Documents:

[RCA - CHAMBER MOVIE NIGHT 2020.PDF](#)

C. Consider Approving Coffeyville Resources To Rent The Park Oval For Their Company Picnic For August 22, 2020.

Documents:

[RCA --COFFEYVILLE RESOURCES PICNIC.PDF](#)

V. PRESENTATIONS

A. Presentation Of Stanchions From Leadership Independence.

VI. ITEMS FOR COMMISSION ACTION

A. Consider Whether Or Not To Adopt An Ordinance Expanding The Sale At Retail Of Cereal Malt Beverage And Alcoholic Liquor On Sundays.

Documents:

[RCA - SUNDAY SALES-07232020.PDF](#)

B. Consider A Resolution Banning Tobacco And

Vaping In All Forms From All City-Owned Property, Except For:

1. All properties operated and managed by the Independence Housing Authority but which are titled to the City of Independence;
2. All businesses located at the Independence Municipal Airport on property titled to the City of Independence; and
3. All city streets and rights of way.

Documents:

[RCA - SMOKING RESOLUTION 07232020.PDF](#)

C. Consider Authorizing Applying For A Grant To Replace The Cherry Street Bridge Under KDOT's Off-System Bridge Program.

Documents:

[RCA - CHERRY STREET BRIDGE.PDF](#)

D. Consider Options For Modifications To The Filter Building As Part Of Phase II Of The Water Treatment Plant Project.

Documents:

[RCA BUILDING MODIFICATIONS WTP.PDF](#)

E. Consider Setting The Date Of September 24, 2020 At 5:30 PM For Condemnation Of The Following Structures As Dangerous And Unsafe:

1. 321 S. 19th Street
2. 409 S. 17th Street
3. 416 S. 18th Street
4. 509 N. 14th Street
5. 708 S. 16th Street
6. 813 S. 18th Street
7. 1101 W. Main Street
8. 1105 W. Main Street
9. 1217 N. 9th Street
10. 1529 W. Laurel Street

Documents:

RCA -SET THE DATE FOR PUBLIC HEARING - MULTIPLE STRUCTURES.PDF

F. Consider An Ordinance Modifying The National Electric Code As Previously Adopted.

Documents:

RCA - ELECTRICAL BOARD - ELECTRICAL CODE UPDATE ORDINANCE.PDF

G. Consider An Agreement With Kansas #15 Limited Partnership Authorizing The Installation And Maintenance Of Pole Attachments In The City Rights-Of-Way.

Documents:

RCA - CELLULAR.PDF

H. Consider Locations For The 2020 Street Resurfacing Program.

Documents:

RCA - ASPHALT BIDS-REV.PDF

I. Consider Setting The Date Of August 13, 2020 At 5:30 PM For A Public Hearing To Consider Adopting The 2021 Budget.

Documents:

RCA-2021BUDGET.PDF

J. Consider Finalizing Ballot Language For Renewing The Special Use Sales Tax.

Documents:

RCA - SUST-REVISED.PDF

VII. DISCUSSION

A. Discuss Programming For City Facilities.

B. Discuss The Process For Selecting An Engineer For The West Maple Cost Share Project.

Documents:

[CITY AWARDED KDOT FUNDS FOR MAPLE STREET IMPROVEMENTS - 07.09.2020.PDF](#)
[COSTSHARE AWARD LETTER INDEPENDENCE.PDF](#)

VIII. REPORTS

- A. TranSystems Projects Update.**
- B. 223 West Main Street Update.**
- C. Report On 225 S. 16th Street Clean Up.**

Documents:

[225S16TH-CLEANUP-REDUCED.PDF](#)

- D. 2020 Census Update.**
- E. Update On KDOT CCLIP Applications.**

Documents:

[INDEPENDENCECCLIPAPPLICATIONS.PDF](#)

- F. Update On South Apron Runup Reconstruction Project At The Independence Municipal Airport.**

Documents:

[UPDATE - AIRPORT SOUTH APRON RUNUP PROJECT.PDF](#)

- G. City Board Minutes**

Documents:

[JUNE 08, 2020 - ELECTRICAL BOARD MINUTES.PDF](#)
[REC COMMISSION JUNE 30, 2020 Y-E MEETING.PDF](#)

IX. CITY MANAGER'S COMMENTS

X. COMMISSIONERS' COMMENTS

XI. PUBLIC CONCERNS

XII. EXECUTIVE SESSION

- A. For The Purpose Of Reviewing And Considering**

City Manager Applications.

XIII. ADJOURNMENT



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 23, 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. 1033 N. 17th Place
2. 1516 ½ W. Laurel Street

SUMMARY RECOMMENDATION

1033 N. 17th Street -- City staff recommends condemnation of 1033 N. 17th.

1516 ½ W. Laurel Street -- City staff recommends adopting the resolution to rescind the condemnation of 1516 ½ W. Laurel and returning any insurance proceeds being held.

BACKGROUND

1033 N. 17th Street -- The structure was involved in a fire on April 22, 2020, that gutted the garage and caused extensive wiring damage. Due to the wiring damage, the power has been disconnected. This structure was also totaled in the 2018 flood, and the owner has until August 2020 to determine whether they will repair or remove the structure. A letter was sent to the owner of the property informing them of the Public Hearing.

1516 ½ W. Laurel Street -- This structure was involved in a fire on May 29, 2020, 2020. The fire caused substantial damage to the structure. The owner has been diligently pursuing the removal of the structure and has completed the project.

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

SUGGESTED MOTION

1033 N. 17th Street – I move to condemn 1033 N. 17th Street as dangerous and unsafe.

1516 ½ W. Laurel Street -- I move to rescind the condemnation of 1516 ½ W. Laurel Street and return any insurance proceeds being held by the City.

SUPPORTING DOCUMENTS

1. Pictures
2. Resolutions
3. Letters

1033 N. 17th Street



RESOLUTION NO. 2020-041

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 53; College Crest No. 3 Addition to the City of Independence, Montgomery County, Kansas

Common Address

1033 N 17th Place

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 14th day of May, 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—020**, dated **May 14, 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 **May 23, 2020 and May 30, 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. 2020-041

Legal Description

Lot 53; College Crest No. 3 Addition to the City of Independence, Montgomery County, Kansas

Common Address

1033 N 17th Place

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 23rd day of July, 2020.

(SEAL)

Mayor

City Clerk



July 06, 2020

Jerry & Rebecca Winebrenner
2745 W. 113th St. S.
Jenks, Ok 74037

Dear Ms. & Mrs. Winebrenner:

The structure located at 1033 N. 17th Street is set for a Public Hearing for consideration of condemnation on July 23, 2020, at 5:30 p.m.

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
 - a. You can sign and notarize the attached form, which allows the City to proceed with the removal of the structure.
 - b. You can have the structure removed

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@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 approve condemnation of the structure.

Thanks,

David Cowan, Building Inspector

1516 ½ W. Laurel Street



RESOLUTION NO. 2020-042

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

Independence City Unplatted, Beginning 880' East from the Southwest Corner Southwest Quarter, North 170', East 55', South 179' West to Point of Beginning; Section 25 Township 32 Range 15, City of Independence, Montgomery County, Kansas

Common Address

1516 1/2 W. Laurel Street

Mortgage

Adopted this 23rd day of July, 2020.

(SEAL)

Mayor

City Clerk



July 06, 2020

Aric Journot
2613 Country Club
Independence, Ks. 67301

Dear Ms. Journot:

The structure located at 1516 ½ W. Laurel Street is set for a Public Hearing for consideration of condemnation on July 23, 2020, at 5:30 p.m.

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
 - a. You can sign and notarize the attached form, which allows the City to proceed with the removal of the structure.
 - b. You can have the structure removed

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@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 approve condemnation of the structure.

Thanks,

David Cowan, Building Inspector

ORDINANCE NO. A – 1867

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 23rd day of July 2020.

_____ Mayor

Attest _____ City Clerk

Ordinance #A – 1867
\$ 475,773.65

ITM DATE GROSS P.O. #
 -----ID----- BANK CODE -----DESCRIPTION----- DISCOUNT G/L ACCOUNT --ACCOUNT NAME-- DISTRIBUTION
 =====

01-032014 INTERNAL REVENUE SERVICE

I-T1 202007083387	7/10/2020	FEDERAL INCOME TAX WITHHELD	16,590.77			
AP	DRAFT	DFT 000000 7/13/2020	1099: N			
		FEDERAL INCOME TAX WITHHELD	01 2560	FEDERAL INCOME	11,917.76	
		FEDERAL INCOME TAX WITHHELD	31 2560	FEDERAL INCOME	196.80	
		FEDERAL INCOME TAX WITHHELD	33 2560	FEDERAL INCOME	3,059.18	
		FEDERAL INCOME TAX WITHHELD	37 2560	FEDERAL INCOME	435.64	
		FEDERAL INCOME TAX WITHHELD	53 2560	FEDERAL INCOME	981.39	

I-T3 202007083387	7/10/2020	FICA WITHHELD	24,436.46			
AP	DRAFT	DFT 000000 7/13/2020	1099: N			
		FICA WITHHELD	01 2510	EMPLOYEES FICA	8,703.72	
		FICA WITHHELD	01 501-5310	EMPLOYERS FICA	245.09	
		FICA WITHHELD	01 502-5310	EMPLOYERS FICA	81.83	
		FICA WITHHELD	01 511-5310	EMPLOYERS FICA	641.12	
		FICA WITHHELD	01 521-5310	EMPLOYERS FICA	2,816.36	
		FICA WITHHELD	01 522-5310	EMPLOYERS FICA	84.07	
		FICA WITHHELD	01 526-5310	EMPLOYERS FICA	2,805.46	
		FICA WITHHELD	01 533-5310	EMPLOYERS FICA	613.36	
		FICA WITHHELD	01 541-5310	EMPLOYERS FICA	560.47	
		FICA WITHHELD	01 542-5310	EMPLOYERS FICA	339.78	
		FICA WITHHELD	01 545-5310	EMPLOYERS FICA	188.72	
		FICA WITHHELD	01 547-5310	EMPLOYERS FICA	227.27	
		FICA WITHHELD	01 548-5310	EMPLOYERS FICA	100.19	
		FICA WITHHELD	31 2510	EMPLOYEES FICA	157.06	
		FICA WITHHELD	31 501-5310	EMPLOYERS FICA	157.06	
		FICA WITHHELD	33 2510	EMPLOYEES FICA	2,096.08	
		FICA WITHHELD	33 561-5310	EMPLOYERS FICA	871.47	
		FICA WITHHELD	33 562-5310	EMPLOYERS FICA	653.30	
		FICA WITHHELD	33 563-5310	EMPLOYERS FICA	161.99	
		FICA WITHHELD	33 564-5310	EMPLOYERS FICA	302.98	
		FICA WITHHELD	33 565-5310	EMPLOYERS FICA	106.34	
		FICA WITHHELD	37 2510	EMPLOYEES FICA	541.91	
		FICA WITHHELD	37 501-5310	EMPLOYERS FICA	541.91	
		FICA WITHHELD	53 2510	EMPLOYEE FICA P	719.46	
		FICA WITHHELD	53 501-5310	EMPLOYERS FICA	719.46	

I-T4 202007083387	7/10/2020	MEDICARE WITHHELD	5,714.98			
AP	DRAFT	DFT 000000 7/13/2020	1099: N			
		MEDICARE WITHHELD	01 2510	EMPLOYEES FICA	2,035.55	
		MEDICARE WITHHELD	01 501-5310	EMPLOYERS FICA	57.32	
		MEDICARE WITHHELD	01 502-5310	EMPLOYERS FICA	19.14	
		MEDICARE WITHHELD	01 511-5310	EMPLOYERS FICA	149.94	
		MEDICARE WITHHELD	01 521-5310	EMPLOYERS FICA	658.68	
		MEDICARE WITHHELD	01 522-5310	EMPLOYERS FICA	19.66	
		MEDICARE WITHHELD	01 526-5310	EMPLOYERS FICA	656.11	
		MEDICARE WITHHELD	01 533-5310	EMPLOYERS FICA	143.45	
		MEDICARE WITHHELD	01 541-5310	EMPLOYERS FICA	131.06	
		MEDICARE WITHHELD	01 542-5310	EMPLOYERS FICA	79.46	
		MEDICARE WITHHELD	01 545-5310	EMPLOYERS FICA	44.14	
		MEDICARE WITHHELD	01 547-5310	EMPLOYERS FICA	53.16	

ITM DATE	GROSS	P.O. #				
-----ID-----	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====						
01-032014	INTERNAL REVENUE SERVICE	(** CONTINUED **)				
	MEDICARE WITHHELD	01 548-5310		EMPLOYERS FICA		23.43
	MEDICARE WITHHELD	31 2510		EMPLOYEES FICA		36.73
	MEDICARE WITHHELD	31 501-5310		EMPLOYERS FICA		36.73
	MEDICARE WITHHELD	33 2510		EMPLOYEES FICA		490.20
	MEDICARE WITHHELD	33 561-5310		EMPLOYERS FICA		203.80
	MEDICARE WITHHELD	33 562-5310		EMPLOYERS FICA		152.80
	MEDICARE WITHHELD	33 563-5310		EMPLOYERS FICA		37.88
	MEDICARE WITHHELD	33 564-5310		EMPLOYERS FICA		70.85
	MEDICARE WITHHELD	33 565-5310		EMPLOYERS FICA		24.87
	MEDICARE WITHHELD	37 2510		EMPLOYEES FICA		126.74
	MEDICARE WITHHELD	37 501-5310		EMPLOYERS FICA		126.74
	MEDICARE WITHHELD	53 2510		EMPLOYEE FICA P		168.27
	MEDICARE WITHHELD	53 501-5310		EMPLOYERS FICA		168.27
	=== VENDOR TOTALS ===	46,742.21				
=====						

01-013350 KANSAS WITHHOLDING TAX						

I-T2 202007083387	7/10/2020	KANSAS STATE INCOME TAC	7,405.05			
AP	DRAFT	DFT 000000 7/13/2020	1099: N			
		KANSAS STATE INCOME TAC	01 2550	KS INCOME TAX P		5,255.22
		KANSAS STATE INCOME TAC	31 2550	KS INCOME TAX P		73.91
		KANSAS STATE INCOME TAC	33 2550	KS INCOME TAX P		1,383.28
		KANSAS STATE INCOME TAC	37 2550	KANSAS INCOME T		258.49
		KANSAS STATE INCOME TAC	53 2550	KS INCOME TAX P		434.15
	=== VENDOR TOTALS ===	7,405.05				
=====						

01-032008 KPERS						

I-01 202007083387	7/10/2020	KPERS WITHHELD	10,446.48			
AP	DRAFT	DFT 000000 7/13/2020	1099: N			
		KPERS WITHHELD	01 2520	EMPLOYEES KPERS		2,792.37
		KPERS WITHHELD	01 501-5410	KPERS EXPENSE		382.15
		KPERS WITHHELD	01 502-5410	KPERS EXPENSE		128.16
		KPERS WITHHELD	01 511-5410	KPERS EXPENSE		274.40
		KPERS WITHHELD	01 521-5410	KPERS EXPENSE		1,491.68
		KPERS WITHHELD	01 522-5410	KPERS EXPENSE		143.19
		KPERS WITHHELD	01 526-5410	KPERS EXPENSE		804.62
		KPERS WITHHELD	01 533-5410	KPERS EXPENSE		528.39
		KPERS WITHHELD	01 541-5410	KPERS EXPENSE		211.88
		KPERS WITHHELD	01 542-5410	KPERS EXPENSE		161.01
		KPERS WITHHELD	01 545-5410	KPERS EXPENSE		188.67
		KPERS WITHHELD	01 547-5410	KPERS EXPENSE		158.27
		KPERS WITHHELD	33 2520	KPERS PAYABLE		828.43
		KPERS WITHHELD	33 561-5410	EMPLOYERS KPERS		546.57
		KPERS WITHHELD	33 562-5410	EMPLOYERS KPERS		142.22
		KPERS WITHHELD	33 563-5410	EMPLOYERS KPERS		266.93
		KPERS WITHHELD	33 564-5410	EMPLOYERS KPERS		371.14
		KPERS WITHHELD	37 2520	EMPLOYEES KPERS		197.55
		KPERS WITHHELD	37 501-5410	EMPLOYERS KPERS		316.40

ITM	DATE	GROSS	P.O. #		
-----ID-----	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	--ACCOUNT NAME-- DISTRIBUTION
=====					
01-032008	KPERS	(** CONTINUED **)			
	KPERS WITHHELD	53 2520		EMPLOYEE KPERS	196.97
	KPERS WITHHELD	53 501-5410		EMPLOYERS KPERS	315.48
<hr/>					
I-28	202007083387	7/10/2020 KPERS WITHHELD	20,398.65		
AP	DRAFT	DFT 000000 7/13/2020	1099: N		
	KPERS WITHHELD	01 2520		EMPLOYEES KPERS	5,592.97
	KPERS WITHHELD	26 501-5410		EMPLOYERS KPERS	12,558.03
	KPERS WITHHELD	31 2520		KPERS PAYABLES	153.42
	KPERS WITHHELD	33 2520		KPERS PAYABLE	1,258.06
	KPERS WITHHELD	37 2520		EMPLOYEES KPERS	335.68
	KPERS WITHHELD	53 2520		EMPLOYEE KPERS	500.49
=== VENDOR TOTALS ===		30,845.13			
=== PACKET TOTALS ===		84,992.39			

**** TOTALS ****

INVOICE TOTALS 84,992.39
 DEBIT MEMO TOTALS 0.00
 CREDIT MEMO TOTALS 0.00

BATCH TOTALS 84,992.39

**** G/L ACCOUNT TOTALS ****

=====LINE ITEM=====GROUP BUDGET=====

BANK YEAR	ACCOUNT	NAME	ANNUAL		BUDGET OVER		ANNUAL		BUDGET OVER	
			AMOUNT	BUDGET	BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG		
2020	01 -2000	DUE TO POOLED CASH	51,509.28-*							
	01 -2510	EMPLOYEES FICA PAYABLE	10,739.27							
	01 -2520	EMPLOYEES KPERS	8,385.34							
	01 -2550	KS INCOME TAX PAYABLE	5,255.22							
	01 -2560	FEDERAL INCOME TAX PAYAB	11,917.76							
	01 -501-5310	EMPLOYERS FICA	302.41	0	302.41- Y					
	01 -501-5410	KPERS EXPENSE	382.15	0	382.15- Y					
	01 -502-5310	EMPLOYERS FICA	100.97	0	100.97- Y					
	01 -502-5410	KPERS EXPENSE	128.16	0	128.16- Y					
	01 -511-5310	EMPLOYERS FICA	791.06	0	791.06- Y	389,283	210,381.17			
	01 -511-5410	KPERS EXPENSE	274.40	0	274.40- Y	389,283	210,897.83			
	01 -521-5310	EMPLOYERS FICA	3,475.04	0	3,475.04- Y					
	01 -521-5410	KPERS EXPENSE	1,491.68	0	1,491.68- Y					
	01 -522-5310	EMPLOYERS FICA	103.73	0	103.73- Y					
	01 -522-5410	KPERS EXPENSE	143.19	0	143.19- Y					
	01 -526-5310	EMPLOYERS FICA	3,461.57	0	3,461.57- Y					
	01 -526-5410	KPERS EXPENSE	804.62	0	804.62- Y					
	01 -533-5310	EMPLOYERS FICA	756.81	0	756.81- Y					
	01 -533-5410	KPERS EXPENSE	528.39	0	528.39- Y					
	01 -541-5310	EMPLOYERS FICA	691.53	0	691.53- Y					
	01 -541-5410	KPERS EXPENSE	211.88	0	1.96					
	01 -542-5310	EMPLOYERS FICA	419.24	0	419.24- Y					
	01 -542-5410	KPERS EXPENSE	161.01	0	161.01- Y					
	01 -545-5310	EMPLOYERS FICA	232.86	0	232.86- Y					
	01 -545-5410	KPERS EXPENSE	188.67	0	188.67- Y					
	01 -547-5310	EMPLOYERS FICA	280.43	0	280.43- Y					
	01 -547-5410	KPERS EXPENSE	158.27	0	158.27- Y					
	01 -548-5310	EMPLOYERS FICA	123.62	0	123.62- Y					
26	-2000	DUE TO POOLED CASH	12,558.03-*							
26	-501-5410	EMPLOYERS KPERS	12,558.03	364,435	190,721.77					
31	-2000	DUE TO POOLED CASH	811.71-*							
	31 -2510	EMPLOYEES FICA PAYABLE	193.79							
	31 -2520	KPERS PAYABLES	153.42							
	31 -2550	KS INCOME TAX PAYABLE	73.91							
	31 -2560	FEDERAL INCOME TAX PAYAB	196.80							
	31 -501-5310	EMPLOYERS FICA	193.79	5,449	2,728.13					

PACKET: 24057 Payroll Entries 07/10/202

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

ITM DATE GROSS P.O. #
 -----ID----- BANK CODE -----DESCRIPTION----- DISCOUNT G/L ACCOUNT --ACCOUNT NAME-- DISTRIBUTION

** G/L ACCOUNT TOTALS **

BANK YEAR	ACCOUNT	NAME	ANNUAL AMOUNT	BUDGET OVER BUDGET	ANNUAL AVAILABLE BUDG	BUDGET OVER BUDGET	ANNUAL AVAILABLE BUDG
33	-2000	DUE TO POOLED CASH	13,028.37	-*			
33	-2510	EMPLOYEES FICA PAYABLE	2,586.28				
33	-2520	KPERS PAYABLE	2,086.49				
33	-2550	KS INCOME TAX PAYABLE	1,383.28				
33	-2560	FEDERAL INCOME TAX PAYAB	3,059.18				
33	-561-5310	EMPLOYERS FICA	1,075.27	27,438	14,045.53		
33	-561-5410	EMPLOYERS KPERS	546.57	35,867	19,372.74		
33	-562-5310	EMPLOYERS FICA	806.10	19,551	11,801.17		
33	-562-5410	EMPLOYERS KPERS	142.22	25,557	16,502.14		
33	-563-5310	EMPLOYERS FICA	199.87	5,579	2,931.68		
33	-563-5410	EMPLOYERS KPERS	266.93	7,293	3,753.37		
33	-564-5310	EMPLOYERS FICA	373.83	12,252	6,743.64		
33	-564-5410	EMPLOYERS KPERS	371.14	16,015	9,018.13		
33	-565-5310	EMPLOYERS FICA	131.21	5,387	3,609.39		
37	-2000	DUE TO POOLED CASH	2,881.06	-*			
37	-2510	EMPLOYEES FICA PAYABLE	668.65				
37	-2520	EMPLOYEES KPERS PAYABLES	533.23				
37	-2550	KANSAS INCOME TAX PAYABL	258.49				
37	-2560	FEDERAL INCOME TAX PAYAB	435.64				
37	-501-5310	EMPLOYERS FICA	668.65	21,402	11,251.71		
37	-501-5410	EMPLOYERS KPERS	316.40	27,976	15,569.35		
53	-2000	DUE TO POOLED CASH	4,203.94	-*			
53	-2510	EMPLOYEE FICA PAYABLE	887.73				
53	-2520	EMPLOYEE KPERS PAYABLES	697.46				
53	-2550	KS INCOME TAX PAYABLE	434.15				
53	-2560	FEDERAL INCOME TAX PAYAB	981.39				
53	-501-5310	EMPLOYERS FICA	887.73	23,000	11,070.80		
53	-501-5410	EMPLOYERS KPERS	315.48	30,000	15,755.25		
99	-1600	DUE FROM OTHER FUNDS	84,992.39	*			

** 2020 YEAR TOTALS 84,992.39

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

** END OF REPORT **

PACKET: 24070 Regular Payments - 07/24/20

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
033404	QUALITY MOTORS							
	I-2020F250	PSD TRK 2020 F250 SUPR DTY 4WD	H	7/24/2020		33,362.56CR	072259	33,362.56
035789	1ST DUE							
	I-19-3070	1ST DUE	R	7/24/2020		62.56CR	072260	
	I-20-4111	1ST DUE	R	7/24/2020		294.50CR	072260	357.06
035778	8TH & MAIN HISTORIC							
	I-07/2020-MCGREW	123 W MAIN #201 - SALLY MCGREW	R	7/24/2020		250.00CR	072261	250.00
002000	A-1 AUTO BODY SPECIALIST							
	I-14478	IGNITION KEY SWITCH	R	7/24/2020		73.00CR	072262	73.00
032951	ACCURATE ENVIRONMENTAL							
	I-CC20015	CHLORITE EPA 300.1	R	7/24/2020		195.00CR	072263	
	I-CF26017	CHLORITE EPA 300.1	R	7/24/2020		195.00CR	072263	390.00
037107	ACL PROPERTIES LLC							
	I-07/2020-TANNER	109 S WALD - BETTY TANNER	R	7/24/2020		317.00CR	072264	317.00
019370	AIRGAS USA LLC.							
	I-9102546978	AIRGAS USA LLC.	R	7/24/2020		189.14CR	072265	
	I-9102748162	OXYGEN	R	7/24/2020		115.07CR	072265	
	I-9972052594	OXYGEN	R	7/24/2020		70.20CR	072265	374.41
032986	AMERICAN BANKERS INS. CO. OF FLORIDA							
	I-202007163446	MCKINLEY FLOOD INSURANCE	R	7/24/2020		741.00CR	072266	741.00
035900	ANE MAE'S COFFEE AND SANDWICH SHOP							
	I-8031	BOARD LUNCH	R	7/24/2020		42.50CR	072267	
	I-8032	BREAKFAST MEETING CHARGES	R	7/24/2020		320.00CR	072267	362.50
036324	APPLIED CONCEPTS, INC (STALKER RADAR)							
	I-368403	2X COUNTING UNIT	R	7/24/2020		3,204.00CR	072268	3,204.00
037370	ASCENSION VIA CHRISTI HOSPITAL PITTSBURG INC							
	I-0001360-IN	SANE/SART EXAM 09.13.2019	R	7/24/2020		350.00CR	072269	350.00
002510	ASHCRAFT TIRE COMPANY INC							
	I-28103	PATCHED TUBE ON FLAT	R	7/24/2020		15.45CR	072270	
	I-28344	ASHCRAFT TIRE COMPANY INC	R	7/24/2020		102.95CR	072270	118.40

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VENDOR SET: 01 **** CHECK LISTING ****

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VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
035889 AT&T							
I-202007163448	PT PHONE	R	7/24/2020		97.77CR	072271	
I-3310610 06/29/20	AT&T	R	7/24/2020		51.37CR	072271	
I-3310652 06/29/20	AT&T	R	7/24/2020		178.93CR	072271	
I-3319009 06/29/20	AT&T	R	7/24/2020		77.04CR	072271	
I-913A190693 07/07	BUSINESS TELEPHONE	R	7/24/2020		1,166.84CR	072271	1,571.95
002570 AUTO ZONE							
I-1605788759	RATCHET AND TOOL SET	R	7/24/2020		35.93CR	072272	
I-1605800420	EQUIPMENT MAINTENANCE SUPPLIES	R	7/24/2020		66.97CR	072272	
I-1605800763	STARTING FLUID	R	7/24/2020		8.90CR	072272	
I-1605801557	TIRE TREAD DEPTH	R	7/24/2020		9.87CR	072272	
I-1605806703	AUTO ZONE	R	7/24/2020		12.08CR	072272	
I-1605807135	BRAKE PADS 2003 F250	R	7/24/2020		33.99CR	072272	
I-1605807217	STP OIL FILTER	R	7/24/2020		7.19CR	072272	
I-1605807266	WIPER	R	7/24/2020		32.46CR	072272	
I-1605808951	OIL FILTER 2005 E250 VAN	R	7/24/2020		2.69CR	072272	210.08
032299 BARTA ANIMAL HOSPITAL							
I-14827 0720	BOARDING FEES FOR G BARKER DOG	R	7/24/2020		780.20CR	072273	
I-337012	ANIMAL MEDICATION	R	7/24/2020		76.00CR	072273	
I-337057	VET SERVICE-DATA & WALLABY	R	7/24/2020		320.22CR	072273	1,176.42
035073 BLANKINSHIP ELECTRIC, LLC							
I-380	WATER TREATMENT LIGHTS	R	7/24/2020		1,676.50CR	072274	
I-388	TROUBLESHOOTING POWER/4H MOB	R	7/24/2020		100.00CR	072274	
I-389	REPLACE OUTLET ON POLE/TENNIS	R	7/24/2020		152.00CR	072274	
I-390	TROUBLESHOOT ATTIC FAN/4H	R	7/24/2020		100.00CR	072274	2,028.50
003460 BOUND TREE MEDICAL LLC							
I-83684249	BOUND TREE MEDICAL LLC	R	7/24/2020		87.87CR	072275	
I-83685779	BOUND TREE MEDICAL LLC	R	7/24/2020		347.50CR	072275	435.37
033925 BRADFORD'S APPLIANCE SERVICE LLC							
I-07142020	BRADFORD'S APPLIANCE SERVICE L	R	7/24/2020		149.00CR	072276	149.00
032902 CHANDLER OIL, LLC							
I-60220	DIESEL AND UNLEADED GAS	R	7/24/2020		855.41CR	072277	855.41
033027 CINTAS							
I-5017700737	REFILL MEDICINE CABINET	R	7/24/2020		16.93CR	072278	16.93

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VENDOR SET: 01 ***** CHECK LISTING *****

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VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
004645 CITY OF INDEPENDENCE							
I-202007074869	SERVICE AGREEMENT		R 7/24/2020		10,000.00	CR 072279	10,000.00
032159 CJ'S THREADS							
I-19245	CJ'S THREADS		R 7/24/2020		16.50	CR 072280	
I-19246	CJ'S THREADS		R 7/24/2020		18.50	CR 072280	
I-19252	CJ'S THREADS		R 7/24/2020		126.90	CR 072280	161.90
033671 COFFEYVILLE FEED & FARM SUPPLY							
I-75754	ANIMAL FEED		R 7/24/2020		1,285.25	CR 072281	
I-772390	ANIMAL FEED		R 7/24/2020		1,409.40	CR 072281	2,694.65
030166 MICHAEL H CONWAY							
I-0000001	CONSULTING		R 7/24/2020		360.00	CR 072282	
I-0000002	CONSULTING		R 7/24/2020		720.00	CR 072282	
I-0000005	CONSULTING		R 7/24/2020		540.00	CR 072282	1,620.00
035449 HILARY COOK							
I-07012020	REIMBURSE GASOLINE		R 7/24/2020		20.00	CR 072283	20.00
034221 CORE & MAIN							
I-M544060	SOLID STATE TIMER		R 7/24/2020		398.60	CR 072284	
I-M582055	REP CLP 12		R 7/24/2020		781.32	CR 072284	1,179.92
036099 FRANK CREBASE							
I-07/2020-HUNTER	418 W WALNUT - RHONDA HUNTER		R 7/24/2020		268.00	CR 072285	268.00
005065 CROWN PRODUCTS, INC. OF KANSAS							
I-3008104	KITS		R 7/24/2020		3,143.26	CR 072286	3,143.26
036349 D & A ELECTRICAL SYSTEMS, LLC							
I-200344	MONITORING 3 MO JUL AUG SEPT		R 7/24/2020		52.50	CR 072287	
I-200388	SECURITY/ TENNIS CLUB HOUSE		R 7/24/2020		59.85	CR 072287	
I-200410	SECURITY/LONE CHIEF		R 7/24/2020		77.85	CR 072287	190.20
035070 D & F SERVICES, LLC							
I-4904	DFLOC 2500 GALLONS		R 7/24/2020		16,034.70	CR 072288	
I-4921	SODIUM CHLORITE		R 7/24/2020		10,091.40	CR 072288	26,126.10
036096 DATAPROSE LLC							
I-DP2002299	WATER BILLS 06/01-06/30/20		R 7/24/2020		2,421.16	CR 072289	2,421.16

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
036939 DREW RISING								
I-07072020		TRAINING CEU	R	7/24/2020		159.99CR	072290	
I-2020-1246		DREW RISING	R	7/24/2020		8.00CR	072290	
I-20201210		DREW RISING	R	7/24/2020		8.00CR	072290	175.99
035310 EDELMAN-LYON CO.								
I-1520		PT ELECTRIC DOOR REPAIR	R	7/24/2020		313.28CR	072291	313.28
035115 EXPRESS EMPLOYMENT								
I-24022098/CEM		EXPRESS EMPLOYMENT	R	7/24/2020		1,833.60CR	072292	
I-24043288/CEM		EXPRESS EMPLOYMENT	R	7/24/2020		1,833.60CR	072292	
I-24068833/CEM		EXPRESS EMPLOYMENT	R	7/24/2020		1,573.84CR	072292	
I-24092650 CEMETERY		06/28/2020 CEMETARY	R	7/24/2020		1,711.36CR	072292	
I-24092650 SANI		EXPRESS EMPLOYMENT	R	7/24/2020		3,669.73CR	072292	
I-24092650 STR		MAY, BRIAN DEAN	R	7/24/2020		669.20CR	072292	
I-24092650 WTR/SWR		EXPRESS EMPLOYMENT	R	7/24/2020		679.96CR	072292	
I-24114016		7/8/20 LITTAU, SWEAT	R	7/24/2020		597.14CR	072292	
I-24114016 CEM		ANDY TRAINER 07/05/20	R	7/24/2020		1,100.16CR	072292	13,668.59
033119 FASTENAL COMPANY								
I-KSIND43336		16.9 OZ BTTLD WTR BK	R	7/24/2020		11.86CR	072293	11.86
035760 FELD FIRE								
I-0370152-IN		FELD FIRE	R	7/24/2020		300.00CR	072294	
I-0370270-IN		FELD FIRE	R	7/24/2020		197.40CR	072294	497.40
032095 FISHER, PATTERSON, SAYLER								
I-91734		MISC CITY MATTERS THRU JUN 10	R	7/24/2020		105.00CR	072295	105.00
008200 FITZPATRICK & BASS LAW OF								
I-A PHILLIPS 20-153		FITZPATRICK & BASS LAW OF	R	7/24/2020		200.00CR	072296	
I-G HOUGH 20-147		G HOUGH 20-147	R	7/24/2020		200.00CR	072296	
I-J PEREZ 20-012		J PEREZ 20-012	R	7/24/2020		200.00CR	072296	
I-K DUKE 20-132		K DUKE 20-132	R	7/24/2020		200.00CR	072296	
I-P HALLIGAN 19-573		P HALLIGAN 19-573	R	7/24/2020		200.00CR	072296	
I-R BLEVINS 20-163		R BLEVINS 20-163	R	7/24/2020		200.00CR	072296	1,200.00
037139 FLEET FUELS, LLC								
I-34434		WWTP FUEL	R	7/24/2020		1,157.82CR	072297	
I-37152		PREM FUEL - PARK	R	7/24/2020		317.20CR	072297	
I-37559		FUEL DELIVERED	R	7/24/2020		607.05CR	072297	
I-58338		FUEL FOR UNIT 901	R	7/24/2020		37.03CR	072297	
I-58367		FUEL FOR UNIT 801 & 803	R	7/24/2020		31.06CR	072297	
I-58477		FUEL FOR 802, 803 & 804	R	7/24/2020		69.10CR	072297	
I-58488		SANITATION FUEL	R	7/24/2020		545.77CR	072297	
I-58490		FUEL POLICE	R	7/24/2020		217.94CR	072297	
I-58507		FUEL FOR UNIT 809	R	7/24/2020		29.98CR	072297	
I-58509		FLEET FUELS, LLC	R	7/24/2020		24.88CR	072297	
I-58516		FLEET FUELS, LLC	R	7/24/2020		372.07CR	072297	
I-58524		STREET DEPT FUEL	R	7/24/2020		162.00CR	072297	
I-58540		WATER/SEWER ADMINISTRATION	R	7/24/2020		67.31CR	072297	
I-58542		FUEL FOR UNIT 902	R	7/24/2020		57.09CR	072297	

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
I-58552		WATER DISTRIBUTION	R	7/24/2020		79.06CR	072297	
I-58581		FLEET FUELS, LLC	R	7/24/2020		40.99CR	072297	
I-58584		WTP FUEL	R	7/24/2020		24.46CR	072297	
I-58612		FLEET FUELS, LLC	R	7/24/2020		726.99CR	072297	
I-58620		FUEL - PARK 071020	R	7/24/2020		33.43CR	072297	
I-58694		FLEET FUELS, LLC	R	7/24/2020		22.20CR	072297	
I-58711		FUEL - CEMETERY 071020	R	7/24/2020		32.62CR	072297	4,656.05
VOID VOID CHECK			V	7/24/2020		072298	**VOID**	
036725	G & W FOODS							
I-07012020		G & W FOODS	R	7/24/2020		39.80CR	072299	39.80
009330	GRAINGER							
I-9571478719		WTP 2 WAY VALVE	R	7/24/2020		136.00CR	072300	
I-9572181247		STEEL STAMPS SET	R	7/24/2020		61.56CR	072300	197.56
010050	HACH COMPANY							
I-12002562		HACH COMPANY CHEMICALS	R	7/24/2020		456.55CR	072301	456.55
1	HEATH OSBORN, JD							
I-OSBORN PK BLDG		HEATH OSBORN, JD:	R	7/24/2020		100.00CR	072302	100.00
036474	HOFER & HOFER & ASSOCIATES INC							
I-3917		CITY HALL PAY APP #10	R	7/24/2020		86,381.73CR	072303	86,381.73
010440	HUGO'S INDUSTRIAL SUPPLY							
I-240162		TRASHBAGS/PURELL	R	7/24/2020		159.74CR	072304	
I-241258		BATH MATS	R	7/24/2020		103.98CR	072304	
I-241288		RUBBING ALCOHOL	R	7/24/2020		117.44CR	072304	381.16
034798	MARGARET HUTCHINSON							
I-07/2020-BARKER		1200 W LOCUST - GARY BARKER	R	7/24/2020		317.00CR	072305	317.00
011211	INDEPENDENCE FIRE FIGHTER							
I-09 202006243346		FIRE INSURANCE WITHHELD	R	7/24/2020		94.32CR	072306	94.32
011180	INDEPENDENCE COMMUNITY							
I-06 202006243346		COMMUNITY CHEST WITHHELD	R	7/24/2020		43.00CR	072307	43.00
011200	INDEPENDENCE DAILY							
I-53397		ORD 4323 LEGAL NOTICE	R	7/24/2020		284.40CR	072308	
I-53398		ORD 2325 LEGAL NOTICE	R	7/24/2020		25.28CR	072308	
I-53399		ORD 4326 LEGAL NOTICE	R	7/24/2020		18.96CR	072308	
I-53497		3 X 10.5 GRANT FUNDING DISP	R	7/24/2020		276.00CR	072308	
I-53501		3 X 5 DISPLAY	R	7/24/2020		101.25CR	072308	
I-53675		ORD 4328 LEGAL NOTICE	R	7/24/2020		12.64CR	072308	
I-53676		1101 E MAIN LEGAL NOTICE	R	7/24/2020		37.92CR	072308	
I-53677		ORD 4327 LEGAL NOTICE	R	7/24/2020		12.64CR	072308	
I-53686		1516 1/2 W LAUREL - LEGAL NOT	R	7/24/2020		101.12CR	072308	
I-53708		RETIREMENT DISPLAY	R	7/24/2020		101.25CR	072308	971.46

VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
033149 INDEPENDENCE FIREMEN'S							
I-23 202006243346	FUNDING/FIREMEN'S ASSOCIATION	R	7/24/2020		210.00	CR 072309	210.00
030108 INDEPENDENCE HOUSING							
I-07/2020-COLLINS	920 E CEDAR #3BR - J COLLINS	R	7/24/2020		66.00	CR 072310	
I-07/2020-GOODMAN	1009 E CEDAR (A) - D GOODMAN	R	7/24/2020		231.00	CR 072310	
I-07/2020-GRIER	702 N 13TH - DENA GRIER	R	7/24/2020		254.00	CR 072310	
I-07/2020-JACKSON	1002 E C-VILLE AVE - J JACKSON	R	7/24/2020		340.00	CR 072310	
I-07/2020-JOHNSON	1008 E COFFEYVILLE - L JOHNSON	R	7/24/2020		60.00	CR 072310	
I-07/2020-KRAUSE	923 E CEDAR (C) ROLLAND KRAUSE	R	7/24/2020		165.00	CR 072310	
I-07/2020-RODRIQUEZ	916 E CEDAR #1 - C RODRIQUEZ	R	7/24/2020		88.00	CR 072310	1,204.00
037321 INTERNAL REVENUE SERVICE							
I-TL1202006243346	TAX LEVY	R	7/24/2020		342.03	CR 072311	342.03
036025 IRONWORKS WELDING AND FABRICATION							
I-1795	TRASHCAN REPAIR	R	7/24/2020		450.00	CR 072312	450.00
037194 J GRAHAM CONSTRUCTION INC.							
I-#2 8TH & MAIN	PY REQ#2 8TH/MAIN	R	7/24/2020		6,137.25	CR 072313	
I-#2 PENN & MYRTLE SW	PY REQ#2 SW PENN/MYRTLE	R	7/24/2020		6,072.60	CR 072313	
I-#3 CYPRESS & IRVIN	PY REQ#3 CYPRESS/IRVING	R	7/24/2020		7,402.37	CR 072313	19,612.22
036544 KANSAS COMMUNICATION SERVICES INC.							
I-31057	KANSAS COMMUNICATION SERVICES	R	7/24/2020		218.13	CR 072314	218.13
013110 KANSAS DEPARTMENT OF							
I-005-01231000 81520	WATER PROTECTION & FEES	R	7/24/2020		4,743.18	CR 072315	4,743.18
036340 KANSAS HEALTH & ENVIRONMENTAL LABORATORIES							
I-L800070620	ANALYTICAL SERVICES	R	7/24/2020		1,232.00	CR 072316	1,232.00
037272 KANSAS ONE-CALL SYSTEM, INC							
I-0060301	JUNE LOCATES 177	R	7/24/2020		212.40	CR 072317	212.40
032449 KANSAS PAYMENT CENTER							
I-W16202006243346	MG3D*00095C/KEITH COPITHKE	R	7/24/2020		116.61	CR 072318	
I-W66202006243346	CS# MG 18DM00183 I - K GINTHER	R	7/24/2020		105.23	CR 072318	
I-W67202006243346	MG19DM0075I-CHRIS FURR	R	7/24/2020		282.46	CR 072318	504.30
033182 LAKELAND OFFICE SYSTEMS,							
I-IN323900	COPIER MONTHLY SVC AGREEMENT	R	7/24/2020		63.51	CR 072319	63.51

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
034168	LAUREL STREET BAKERY							
	I-202007163444	PT COOKIES		R 7/24/2020		50.40CR	072320	50.40
034910	MARSHA LEROY							
	I-07/2020-CEFARELLI	912 W MAPLE - K CEFARELLI		R 7/24/2020		508.00CR	072321	508.00
036790	LIFE-ASSIST, INC							
	I-1015393	LIFE-ASSIST, INC		R 7/24/2020		496.61CR	072322	
	I-1015415	LIFE-ASSIST, INC		R 7/24/2020		60.42CR	072322	557.03
014400	LINNS AIR COOLED ENGINES LLC							
	I-907024	25-2 SPOOL & RING		R 7/24/2020		21.49CR	072323	21.49
035478	LOCHNER, H.W. INC.							
	I-000016373-10	KDOT-SO APR RUNUP AREA		R 7/24/2020		2,485.00CR	072324	2,485.00
036008	JOHN LOWRANCE							
	I-07/2020-BRECKENRD	712 S 6TH - R BRECKENRIDGE		R 7/24/2020		334.00CR	072325	334.00
1	MARILYN GOAD							
	I-GOAD - PK REFUND	MARILYN GOAD:		R 7/24/2020		50.00CR	072326	50.00
037372	MICHAEL SMITH							
	I-07112020	MEAL REIMBURSEMENT		R 7/24/2020		8.00CR	072327	8.00
032556	MIDWEST MINERALS, LLC							
	I-440522	SCA-4/SB1/SR1GRADE 1"		R 7/24/2020		192.73CR	072328	
	I-441120	ROCK FOR SWINGSET/GROUNDCOVER		R 7/24/2020		282.86CR	072328	
	I-441121	AB-3/AS-1 GRANDULAR BASE ROCK		R 7/24/2020		133.32CR	072328	608.91
033575	MODERN COPY SYSTEMS							
	I-50547	CARTRIDGES		R 7/24/2020		278.78CR	072329	278.78
037027	NEON GROVE NURSERY							
	I-9	RABBIT FOOD		R 7/24/2020		110.62CR	072330	110.62
034827	NEWKIRK, DENNIS & BUCKLES							
	I-9842	NEWKIRK, DENNIS & BUCKLES		R 7/24/2020		371.00CR	072331	371.00
018120	O'REILLY AUTO PARTS							
	C-0154-350730	BAND CLAMP		R 7/24/2020		2.34	072332	
	C-0154-351107	RETURN OIL FILTER		R 7/24/2020		13.04	072332	
	I-0154-349164	O'REILLY AUTO PARTS		R 7/24/2020		11.58CR	072332	
	I-0154-350280	FLEX CONNCTR BAND CLAMP		R 7/24/2020		85.04CR	072332	
	I-0154-350446	OIL FILTERS		R 7/24/2020		45.42CR	072332	
	I-0154-350637	AIR FILTERS		R 7/24/2020		170.69CR	072332	
	I-0154-350642	OIL FILTER		R 7/24/2020		26.08CR	072332	
	I-0154-351108	ABSORBENT AND OIL FILTER		R 7/24/2020		43.29CR	072332	
	I-0154-351137	LED LIGHT		R 7/24/2020		15.29CR	072332	
	I-0154-351151	OIL FILTER		R 7/24/2020		12.23CR	072332	
	I-0154-351559	SOLENOID		R 7/24/2020		16.99CR	072332	
	I-0154-351768	O'REILLY AUTO PARTS		R 7/24/2020		41.02CR	072332	452.25

VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
VOID	VOID CHECK	V	7/24/2020		072333	**VOID**	
036080	OK ELECTRIC WORKS						
I-16771	LOGAN FOUNTAIN FILTER PUMP	R	7/24/2020		141.80CR	072334	141.80
036218	OKLAHOMA CENTRALIZED SUPPORT REGISTRY						
I-W65202006243346	000875670001-MICHAEL P MAYER	R	7/24/2020		1,078.80CR	072335	1,078.80
035799	OMNI BILLING						
I-63020	JUNE 2020 AMBULANCE CHGS	R	7/24/2020		4,474.79CR	072336	4,474.79
036608	ONE STOP PACK N SHIP						
I-29046	ONE STOP PACK N SHIP	R	7/24/2020		37.80CR	072337	37.80
034739	BOB PASTERNAK						
I-07/2020-EGBERT	209 W LOCUST - DARWIN EGBERT	R	7/24/2020		301.00CR	072338	301.00
019290	PHEASANT POINT APARTMENTS						
I-07/2020-GREER	2350 N 20TH #2 - NICOLE GREER	R	7/24/2020		96.00CR	072339	
I-07/2020-KNIGHT	2350 N 20TH #15 - DAVID KNIGHT	R	7/24/2020		359.00CR	072339	
I-07/2020-ORR	2325 N 20TH PL #9-DALENE ORR	R	7/24/2020		389.00CR	072339	844.00
019360	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC						
I-3311539892	LEASING CHARGES 04/30-07/29/20	R	7/24/2020		853.65CR	072340	853.65
037280	PITTCRAFT PRINTING						
I-66573	IHA ENVELOPES	R	7/24/2020		306.44CR	072341	306.44
037174	PRAIRIELAND PARTNERS						
C-10261084	MULTI-PURPOSE SD POLYUREA	R	7/24/2020		4.41	072342	
C-10283655	UNIVERSAL JOINT YOKE	R	7/24/2020		54.16	072342	
I-10261083	MULTI-PURPOSE SD POLYUREA	R	7/24/2020		4.41CR	072342	
I-10277990	UNIVERSAL JOINT YOKE	R	7/24/2020		54.16CR	072342	
I-10279240	IDLER	R	7/24/2020		77.50CR	072342	
I-10280874	JUMPER; PTO TOGGLE SWITCH	R	7/24/2020		52.59CR	072342	
I-10286251	V-BELT	R	7/24/2020		104.69CR	072342	234.78
032887	PROFESSIONAL ENGINEERING						
I-522495	IND WTP PH 2 IMPROVEMENTS	R	7/24/2020		17,150.00CR	072343	17,150.00
033404	QUALITY MOTORS						
I-202007173492	PARTS/LABOR EXHAUST PIPE	R	7/24/2020		1,410.70CR	072344	1,410.70

VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
020010 QUALITY MOTORS OF INDEPEN							
I-F362	2020 RAM 1500 QUAD CAB	R	7/24/2020		23,358.00	CR 072345	23,358.00
033732 QUEST DIAGNOSTICS							
I-9187903275	25 HAIR KITS	R	7/24/2020		577.39	CR 072346	577.39
021040 R.E. PEDROTTI CO., INC.							
I-00065516-INDKSVZ20	CELL DATA PLAN WWTP	R	7/24/2020		100.00	CR 072347	100.00
035848 RANDALL ROMANS							
I-07/2020-BRYANT	312 WESTMINSTER - PAM BRYANT	R	7/24/2020		311.00	CR 072348	311.00
037113 RON & FRAN HAMILTON							
I-07/2020-SOLIS	117 W OAK - LOUISE SOLIS	R	7/24/2020		139.00	CR 072349	139.00
037374 RUBBER STAMP UNLIMITED, INC.							
I-69637	SELF INKING RUBBER STAMP-RED	R	7/24/2020		223.11	CR 072350	223.11
037371 RYNAE RAMSEY							
I-06212020	REIMB - GIFT CARDS	R	7/24/2020		26.18	CR 072351	26.18
022030 SAFETY-KLEEN CORP							
I-82936711	E-FEE BLK DRUM FUEL ENRGY REC	R	7/24/2020		614.45	CR 072352	614.45
033605 SANDBAGGER GOLF CARS							
I-15684	FILTER & OIL	R	7/24/2020		257.10	CR 072353	
I-15704	GASKET X 2	R	7/24/2020		3.50	CR 072353	
I-22887	MOWER PARTS	R	7/24/2020		3.50	CR 072353	264.10
032080 SANDIFER ENGINEERING							
I-38837	PT ANNUAL ALARM INSP/TEXT	R	7/24/2020		1,500.00	CR 072354	1,500.00
022110 SAYERS ACE HARDWARE INC.							
I-045788	KEYS - PARK	R	7/24/2020		15.12	CR 072355	
I-046030	LOPPER BYPASS 29"	R	7/24/2020		25.99	CR 072355	
I-K55963	SLIMPLUG - SNACK SHACK	R	7/24/2020		9.99	CR 072355	
I-K56213	MEASURING GLASS	R	7/24/2020		4.99	CR 072355	
I-K56437	SAYERS ACE HARDWARE INC.	R	7/24/2020		25.98	CR 072355	
I-K56438	SAYERS ACE HARDWARE INC.	R	7/24/2020		3.98	CR 072355	
I-K56569	SAYERS ACE HARDWARE INC.	R	7/24/2020		129.99	CR 072355	
I-L46008	LED A19 60W EQ DAY BULB	R	7/24/2020		5.99	CR 072355	
I-L46069	EZ-UP 2 STEP STOOL	R	7/24/2020		60.55	CR 072355	
I-L46120	KEYS -PARK	R	7/24/2020		12.37	CR 072355	
I-L46239	KEYS - MEM HALL	R	7/24/2020		1.89	CR 072355	296.84

VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
VOID VOID CHECK		V	7/24/2020		072356	**VOID**	
036207 SECURITY BENEFIT GROUP							
I-JUN 1, 2020 PY	SECURITY BENEFIT GROUP		R 7/24/2020		2,188.65CR	072357	
I-JUN 15, 2020 PY	JUNE 15, 2020 PAYROLL		R 7/24/2020		4,513.65CR	072357	6,702.30
037373 SENSIT TECHNOLOGIES LLC							
I-0294276-IN	SENSIT TECHNOLOGIES LLC		R 7/24/2020		668.73CR	072358	668.73
034842 DAVID SHATNEY							
I-07/2020-GOODSON	607 1/2 N 8TH - CAROL GOODSON		R 7/24/2020		173.00CR	072359	173.00
037182 SPARKLIGHT BUSINESS							
I-202007163449	PT CABLE BOXES		R 7/24/2020		207.88CR	072360	
I-202007163450	PT CABLE		R 7/24/2020		2,542.24CR	072360	2,750.12
036652 ST JOHN PHYSICIANS INC							
I-259826C7661	NEW EMP - L COMPTON		R 7/24/2020		395.00CR	072361	395.00
035067 STATEWIDE TERMITE							
I-17292	915 E EDISON ANNUAL INSPECTION		R 7/24/2020		125.00CR	072362	
I-17293	916 CEDAR ANNUAL TERMITE INSP		R 7/24/2020		125.00CR	072362	250.00
035127 STUDEBAKER REFRIGERATION, INC							
I-86280	ICE MACHINE		R 7/24/2020		375.00CR	072363	375.00
037100 TBS ELECTRONICS, INC							
I-00105291	PTT HEADSET ADAPTER		R 7/24/2020		807.46CR	072364	
I-00105305	RADIO SERVICE REPAIR		R 7/24/2020		2,408.00CR	072364	3,215.46
034290 TC UNDERGROUND							
I-3917	INSTALL 6" CEMENT ST		R 7/24/2020		48,933.00CR	072365	48,933.00
036501 TELEFLEX							
I-9502750350	TELEFLEX		R 7/24/2020		677.50CR	072366	677.50
035608 TLC NURSERY & OUTDOOR LIVING							
I-53490	HERBICIDE 15LB		R 7/24/2020		39.90CR	072367	39.90
035989 TOTAH COMMUNICATIONS, INC							
I-0000003446 0720	911 SERVICE ELK CITY		R 7/24/2020		27.35CR	072368	
I-0000003999 0720	911 SERVICE HAVANA		R 7/24/2020		27.35CR	072368	54.70

VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
024490 TRANSYSTEMS CORPORATION							
I-INV-0003600096	ADA PHS4 CHNG ORDER		R 7/24/2020		19,073.50	072369	
I-INV-0003600157	US75/160 MILL & OVRLAY		R 7/24/2020		3,037.00	072369	22,110.50
037344 TXSDU							
I-W68202006243346	001324355715CS0446- J L WOOD		R 7/24/2020		148.15	072370	148.15
035684 TYLER TECHNOLOGIES, INC							
I-025-301638	TYLER TECHNOLOGIES, INC		R 7/24/2020		2,624.80	072371	2,624.80
026097 VOLZ WELDING AND MACHINE							
I-13010	510 LOADER HYD END/HOSE		R 7/24/2020		65.74	072372	
I-13015	REPAIR HOWARD'S ELEC CONTAINER		R 7/24/2020		348.45	072372	
I-13020	INSTALL PUMP DRIVELINE		R 7/24/2020		628.00	072372	
I-13021	REPAIR DRIVELINE/U-JOINT		R 7/24/2020		178.32	072372	1,220.51
033393 WALMART COM - PD							
I-STMT06242020	WALMART COM - PD		R 7/24/2020		194.01	072373	194.01
037258 WASHINGTON HISTORIC RESIDENCES, LLC							
I-07/2020-DRAKE	300 E MYRTLE #211 - L DRAKE		R 7/24/2020		323.00	072374	
I-07/2020-FRANKLIN	300 E MYRTLE #209 - D FRANKLIN		R 7/24/2020		212.00	072374	
I-07/2020-HANKS	300 E MYRTLE #101-SHARON HANKS		R 7/24/2020		283.00	072374	
I-07/2020-HENKE	300 E MYRTLE #106 - JODY HENKE		R 7/24/2020		751.00	072374	
I-07/2020-KEITH	300 E MYRTLE #102 - C KEITH		R 7/24/2020		138.00	072374	
I-07/2020-PAYNE III	300 E MYRTLE #105-C PAYNE III		R 7/24/2020		211.00	072374	
I-07/2020-TAYLOR	300 E MYRTLE #205 - T TAYLOR		R 7/24/2020		146.00	072374	2,064.00
036568 WILDCAT STRIPING							
I-134	STRIPING		R 7/24/2020		3,632.00	072375	3,632.00
027530 WOODS LUMBER COMPANY							
I-396947	PLAIN SHEATHING		R 7/24/2020		13.99	072376	
I-398268	VALVES, ELBOW, COUPLING		R 7/24/2020		195.37	072376	
I-398271	PENN TERRACE - CARPET		R 7/24/2020		941.96	072376	
I-399583	WOODS LUMBER COMPANY		R 7/24/2020		21.99	072376	
I-399813	PVC ELBOW/CLEAN OUT		R 7/24/2020		118.41	072376	1,291.72
037362 WYOMING CHILD SUPPORT							
I-W70202006243346	19KS-12DM09 234135 J WOOD		R 7/24/2020		207.69	072377	207.69
029045 ZOLL MEDICAL CORPORATION							
I-3093223	ZOLL MEDICAL CORPORATION		R 7/24/2020		402.56	072378	402.56

PACKET: 24070 Regular Payments - 07/24/20

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
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** T O T A L S **				
	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	116	0.00	357,418.70	357,418.70
HANDWRITTEN CHECKS:	1	0.00	33,362.56	33,362.56
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	3	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:	120	0.00	390,781.26	390,781.26

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 24070 Regular Payments - 07/24/20

VENDOR SET: 01 ***** CHECK LISTING *****

BANK : AP Community National Bank

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

FUND	PERIOD	AMOUNT
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01	7/2020	110,053.55CR
08	7/2020	3,270.16CR
10	7/2020	17,150.00CR
17	7/2020	121,067.45CR
19	7/2020	141.80CR
21	7/2020	2,485.00CR
22	7/2020	3,037.00CR
26	7/2020	1,625.00CR
31	7/2020	5,218.29CR
33	7/2020	45,734.66CR
35	7/2020	48,933.00CR
37	7/2020	5,776.18CR
47	7/2020	371.00CR
49	7/2020	859.41CR
51	7/2020	10,000.00CR
53	7/2020	7,778.76CR
56	7/2020	250.00CR
58	7/2020	7,030.00CR

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ALL		390,781.26CR
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ORDINANCE NO. P – 1840

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 23rd day of July 2020.

_____ Mayor

Attest: _____ City Clerk

Ordinance # P – 1840

\$ 137,361.98



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 23, 2020

Department Park & Zoo

Director Approval Barbara Beurskens

AGENDA ITEM Consider authorizing the Independence Chamber of Commerce to use the Park Oval for a Movie Night for August 29, 2020 and September 26, 2020.

SUMMARY RECOMMENDATION Approve Request

BACKGROUND The Independence Chamber of Commerce has organized a downtown movie night for the past few years. Due to the COVID-19 pandemic they are requesting the use of the Park Oval for August 29th and September 26th. The oval will provide plenty of room for families to enjoy the movie while also social distancing.

BUDGET IMPACT Approval of this event will increase the park's cost for janitorial supplies and staff to prepare for set up and cleanup.

SUGGESTED MOTION I move to approve the request from the Independence Chamber of Commerce to use the Park Oval for their monthly movie night.

SUPPORTING DOCUMENTS Park Activity Application

City of Independence
Park Activity Application

Event Date: August 29 and September 26 Time: Start 6:00 p.m. Ending 10:00 p.m.

Size of Group 200+

Type of Event: Concert: _____ Display: _____ Exhibit: _____ Other: Movie Night

Individual/Business/ Organization: Independence Chamber of Commerce

Individual/Business Address: 616 North Penn. Avenue

Non-Profit Organization _____ Yes X No If yes - provide documentation.

If this activity is for profit and/or limiting or restricting free public access to the event, then said individual, business and/or organization will be required to obtain a "Park Event Permit" Contact the City Clerk Office at City Hall 811 W. Laurel Street, Independence, KS 67301 620-332-2500 for the proper form.

If not for profit complete the following:

Contact Person: Lisa Wilson Phone Number: 620.331.1890

Are you renting a building? no

Please describe your event: Request to move Downtown Movie Night to Park Oval

Area of the park you are planning on using: Park Oval

Services Needed: Barricades _____ Yes X No If yes, provide a map for placement.
Barricades must be maned during the event. During breaks of event participates those that are renting facilities must be given access. Barricades must be removed 15 minutes past the end of the event.

Street Closing Needed: _____ Yes _____ No If yes, provide a map for location.
Time of street closing: From: _____ To: _____
Times must be approved by park staff.

Electricity X Yes _____ No If so provide the location. _____

Trash Containers Needed: Maybe 2

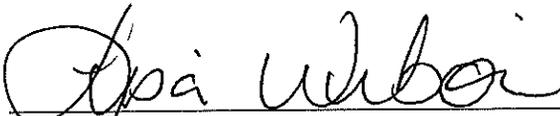
Special Arrangements: Jim Dittmer will pull his box truck on the north end of the oval to project the movie

Police, EMS or Fire Department Needed: Yes No If yes, please provide details.

Other City Equipment Requested: _____

Attachments:

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

Signature of Renter: 

Date: July 29, 2020

Approved by: _____ Date: _____



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 23, 2020

Department Park & Zoo

Director Approval Barbara Beurskens

AGENDA ITEM Consider approving Coffeyville Resources to rent the Park Oval for their Company Picnic for August 22, 2020.

SUMMARY RECOMMENDATION Approve Request

BACKGROUND Coffeyville Resource has scheduled their company picnic to be conducted on the Park Oval on August 22nd. They will set up activities and tents for serving their employees. Last year they also had their picnic here at Riverside Park. Since they are not non-profit, they will submit the \$400.00 rental required. They have also submitted their Certificate of Liability Insurance. They plan on approximately 150 employees throughout the event and they plan on observing the social distancing guidelines.

BUDGET IMPACT Approval of this event will increase the park's cost for janitorial supplies and staff to prepare for set up and cleanup.

SUGGESTED MOTION I move to approve the request from Coffeyville Resources to rent the Park Oval for their Company Picnic.

SUPPORTING DOCUMENTS Park Activity Application

City of Independence
Park Activity Application

Event Date: Set up afternoon of 8/21/2020 Event is on 8/22/2020

Time: 8/22/2020 Start 11:00am Ending 3:00pm

Attendance 150 total throughout the event and observing the social distancing guidelines.

Type of Event: Concert: _____ Display: _____ Exhibit: _____ Other: company picnic

Anticipated decibel level: 0

Individual/Business/ Organization: Coffeyville Resources

Individual/Business Address: PO Box 1566 808 E. New St. Coffeyville KS 67337

Non-Profit Organization _____ Yes No If yes - provide documentation.

Profit Organization Yes _____ No

If you are **not** a Non-profit Organization and are charging admission, selling food or various items or charging vendors to set up, etc. and/or limiting or restricting free public access to the event then you will be subject to additional charges as stated in the Open Area's Event Policy.

State Sales tax number or exemption number: _____

Federal Tax I.D. or Social security number: _____

List previous events that the applicant has conducted or sponsored and their location: _____

Same type of picnic at your facility 2019, Walter Johnson Park in Coffeyville KS annually, Pumpkin Patch Independence KS

Contact Person: Trish Gentry-Williams Phone Number: 620-252-4601

Are you renting a building? No- just the OVAL

Please describe your event: Company sponsored picnic. We have Allison's Fun come in with some inflatables, they provide lunch (burgers and hotdogs and drinks (non-alcoholic), a bingo tent with prizes, we intend to pass out tickets for the park rides.

Area of the park you are planning on using: The center of Oval. Tickets for the carousel, train and mini golf.

Services Needed: Barricades _____ Yes No If yes, provide a map for placement.
(Park Map can be found on the City of Independence's Web Site under Park Dept.)

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

Time of street closing: From: _____ To: _____

(Commission approval for street closings)

Electricity Yes No

Trash Containers Needed: Yes for dining trash

Special Arrangements: No

Police, EMS or Fire Department Needed: Yes

Attachments:

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

3. Fees:	Non – Profit			Mini Golf Tickets \$	_____
	Profit Base Fee	\$400.00	<u>400⁰⁰</u>	Carousel Tickets \$	_____
	Set-up/Cleanup Fee		_____	Train Tickets \$	_____
	Law Enforcement Fee		_____		
	Electricity Charge		_____		
	EMS or Fire Standby		_____		
	Total Due		<u>400⁰⁰</u>		
	Application Fee		_____		
	Balance Remaining		_____		

The base fee and estimated additional charges are required to be prepaid 30 days prior to the event. The base fee will be returned if the event is cancelled by either party giving 30 days' notice or at any time by mutual agreement.

I received a copy of the Open Areas' Event Policy.

Signature of Renter: B. J. [Signature]

Date: 6-10-2020

Approved by: _____ Date: _____

Date Paid: _____ Receipt #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Boyd, Shackelford, Barnett & Dixon, LLC 5800 Granite Parkway, Suite 350 Plano TX 75024		CONTACT NAME: Matthew T Martin PHONE (A/C, No, Ext): (972) 767-2811 E-MAIL ADDRESS: kim@bsbdgroup.com		FAX (A/C, No): (214) 988-5196
INSURED Allison's Fun, Inc. 3200 Double Drive Norman OK 73069		INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters at Lloyds London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 15792

COVERAGES **CERTIFICATE NUMBER:** Cert ID 18217 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD I WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		ZISMB0469 02	02/15/2020	02/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

**City of Independence will be formally listed upon application approval + COI will be provided.*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
[Signature]



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 23, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider whether or not to adopt an ordinance expanding the sale at retail of cereal malt beverage and alcoholic liquor on Sundays.

SUMMARY RECOMMENDATION Adopt the ordinance.

BACKGROUND The Commission held a public forum on July 14, 2020 regarding whether or not to adopt an ordinance expanding the sale at retail of cereal malt beverage and alcoholic liquor on Sundays. Comments were received in writing prior, in person, and on Facebook. City staff has placed this item on the July 23, 2020 agenda for further consideration and possible action.

The Commission has the following options:

1. Take no action.
2. Adopt the ordinance.

Once adopted the ordinance is required to be published once per week for two consecutive weeks in the official City newspaper. The ordinance does not go into effect until 60 days after its publication if a valid petition is not filed. If a valid petition is filed it must be placed on the ballot for a public vote.

3. Place the issue on the ballot.

The City Attorney has advised City staff that if the issue is placed on the ballot and approved by the voters it will be considered an advisory vote as it will still require the Commission to adopt an ordinance, which is then subject to the same requirements as listed in option 2 above. Therefore, if a valid petition is filed another public vote could be required.

BUDGET IMPACT The City receives sales tax and liquor tax from the sale of alcohol. By adopting this ordinance it would reduce the leakage caused by those that travel to neighboring cities to purchase cereal malt beverages or alcohol on Sundays.

SUGGESTED MOTION I move to adopt an ordinance expanding the sale at retail of cereal malt beverage and alcoholic liquor on Sundays.

SUPPORTING DOCUMENTS

1. Ordinance prepared by the City Attorney
2. May 14, 2020 RCA
3. May 14, 2020 Facebook comments
4. July 14, 2020 Memo
5. July 14, 2020 Public and Written Comments

ORDINANCE NO. _____

**An Ordinance Expanding the Sale at Retail
of Cereal Malt Beverage and Alcoholic Liquor on Sundays**

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

Section 1. Pursuant to K.S.A. 41-2911, the sale at retail of cereal malt beverage in the original package is hereby expanded to include any Sunday, except Easter, between the hours of 12:00 Noon and 8:00 P.M.

Section 2. Pursuant to K.S.A. 41-2911, the sale at retail of alcoholic liquor in the original package is hereby expanded to include any Sunday, except Easter, between the hours of 12:00 Noon and 8:00 P.M., and on Memorial Day, Independence Day, and Labor Day.

Section 3. This Ordinance shall be published once per week for two consecutive weeks in the official City newspaper. The Ordinance shall then not become effective earlier than sixty (60) days following the date of its publication. If, within sixty (60) days following publication of this Ordinance, a petition is submitted according to law, this Ordinance shall not become effective until the proposition is submitted to and approved at an election conducted in accordance with applicable Kansas statutes. Upon the expiration of sixty (60) days following publication, if no petition has been submitted as permitted by law, this Ordinance shall take effect.

Adopted by the Governing Body of the City of Independence, Kansas, on the 23rd day of July, 2020.

LEONHARD CAFLISCH, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 14, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider an ordinance expanding the sale at retail of cereal malt beverage and alcoholic liquor on Sundays.

SUMMARY RECOMMENDATION Adopt the ordinance.

BACKGROUND Previously the City Commission has discussed opening up the sale of cereal malt beverage and alcoholic liquor on Sundays. At that time the Commission requested to receive feedback from business owners. We have heard through Main Street that there is interest from some business owners to allow for Sunday sales. There are other business owners who have indicated they prefer not to be open on Sundays, as this would increase their overhead. However, this ordinance would not mandate that they be open on Sundays. By adopting this ordinance it provides the option to business owners to sell alcohol on Sundays if they so choose.

The ordinance would expand the sale at retail of cereal malt beverage in the original package to include any Sunday, except Easter, between the hours of 12:00 Noon and 8:00 PM; and it would expand the sale at retail of alcoholic liquor in the original package to include any Sunday, except Easter, between the hours of 12:00 Noon and 8:00 PM, and on Memorial Day, Independence Day, and Labor Day.

Once the ordinance is adopted it is required to be published once per week for two consecutive weeks in the official City newspaper. The ordinance does not go into effect until 60 days after its publication if a valid petition is not filed. If a valid petition is filed it must be placed on the ballot for a public vote.

BUDGET IMPACT The City receives sales tax and liquor tax from the sale of alcohol. By adopting this ordinance it would reduce the leakage caused by those that travel to neighboring cities to purchase cereal malt beverages or alcohol on Sundays.

SUGGESTED MOTION I move to adopt an ordinance expanding the sale at retail of cereal malt beverage and alcoholic liquor on Sundays.

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Adopted by the Governing Body of the City of Independence, Kansas, on the 14th day of May, 2020.

LEONHARD CAFLISCH, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

Comments on May 14, 2020 Facebook Live Commission Meeting



Debbie Dunlap · 32:00 Just because liquor is approved for sale on Sunday in Independence liquor stores , does not mean all individual liquor stores have to open them on Sunday. It should be up to the individual owner.

Like · Reply · 1w



Top Fan

Tammy Good · 42:56 Charley Hixon exactly. I guess we will still drive to Neodesha and get groceries, gas and visit Bly's

Like · Reply · 1w



Top Fan

Amanda Melle · 44:30 Indy you are losing more money by not doing Sunday sales people will always go to there favorite places

Like · Reply · 1w



Top Fan

Tammy Good · 44:43 True story

Like · Reply · 1w



Reply as City of Independence Kansas



Top Fan

Charley Hixon · 58:41 But they aren't being told what to do, they all have a choice (if Sunday sales passes) of whether or not they choose to open on Sunday..

Like · Reply · 1w



Top Fan

Charley Hixon · 24:30 Commission, dont shoot us all in the foot... bring us into 2020 and not leave us back in 1965

Like · Reply · 1w



Mike Branstine · 29:08 have all the people off in other businesses now work on Sundays

Like · Reply · 1w

Comments on May 14, 2020 Facebook Live Commission Meeting

 **Charley Hixon** · 45:57 So the commission works for 3 or four liquor stores and not the entire population of the city? ...
Like · Reply · 1w  2

 **Amanda Melle** · 17:45 Looks like it how crappy is that
Like · Reply · 1w

 **T Lumley Overton** · 46:31 Yep
Like · Reply · 1w

 Reply as City of Independence Kansas    

 **Amanda Melle** · 33:07 Lots of people drive to Oklahoma on Sunday or go to other counties to get it
Like · Reply · 1w  2

 **Charley Hixon** · 1:00:01 " I'm sure if you were a business owner you wouldn't want to be told what do. "
Like · Reply · 1w  1

 **Melinda Miller** · 1:09:38 I'm glad you got a laugh...
Like · Reply · 1w

 Reply as City of Independence Kansas     

 **Charley Hixon** · 31:16 Then spend your time with your family.. just dont try to dictate what others wish to do with theirs..
Like · Reply · 1w

 **Melinda Miller** · 36:10 Consumers can be impatient.
Like · Reply · 1w

 **Timothy Patrick Hardy** · 42:54 Seems like an awful lot of work to restrict options for businesses
Like · Reply · 1w  1

Comments on May 14, 2020 Facebook Live Commission Meeting

-  **Jeremy Hallett** · 0:00 I dont know for sure but I would assume that no one commenting on this post works 14hrs a day 7days a week 365 days a year and I sure dont want to either.
Like · Reply · 1w  1
-  **Joshua Hirschenhofer** · 25:04 Allow our business owners to draw business from walmart
Like · Reply · 1w  1
-  **Melinda Miller** · 30:42 Maybe they need to speak with the owners and table it.
Like · Reply · 1w
-   Top Fan
Amanda Melle · 46:19 How can everyone attend when it's still no groups larger then 10
Like · Reply · 1w  2
-   Top Fan
Charley Hixon · 1:02:45 minus Ricks BBQ Mr Mayor..
Like · Reply · 1w
-  **Melinda Miller** · 46:08 Charley it is their business not yours.
Like · Reply · 1w  1
-   Top Fan
Charley Hixon · 49:47 The commission represents us all, or at least they are supposed to
Like · Reply · 1w  2
-  **T Lumley Overton** · 44:18 I would think they would want to keep the business here..
Like · Reply · 1w  1
-  **Melinda Miller** · 42:00 Charley Hixon, it's not that easy.
Like · Reply · 1w  1
-  **Mike Branstine** · 29:50 I like my Sundays off to be with family
Like · Reply · 1w  1

Comments on May 14, 2020 Facebook Live Commission Meeting

-  **Teresa Henry Kolb** · 1:03:04 Shouldn't they have had that stuff already printed? ...
Like · Reply · 1w  2
-  **Melinda Miller** · 28:45 No, Tammy Good. Dont need open.
Like · Reply · 1w  1
-  **JeffJo Rinne** · It seems to me one could plan ahead and buy all the alcohol you need on Saturday maybe. Just a thought.
Like · Reply · 1w
-  **Teresa Henry Kolb** · 13:41 They go to Neodesha on Sunday
Like · Reply · 1w  2
-  **Mike Branstine** · 32:34 we are at present closed on Sundays
Like · Reply · 1w
-  **Melinda Miller** · 24:13 We dont need them open on Sunday
Like · Reply · 1w
-  **T Lumley Overton** · 19:57 Neodesha is open on Sunday
Like · Reply · 1w
-   **Charley Hixon** · 41:17 This isn't a hard choice.. why work so hard to make it one?
Like · Reply · 1w  4
-  **T Lumley Overton** · 10:02 Watching
Like · Reply · 1w
-   **Tammy Good** · 28:17 Yes open them on Sunday
Like · Reply · 1w  2
-  **Joshua Hirschenhofer** · 10:33 Watching
Like · Reply · 1w

Comments on May 14, 2020 Facebook Live Commission Meeting

-  Top Fan
Tammy Good · 28:17 Yes open them on Sunday
Like · Reply · 1w  2
- 
Joshua Hirschenhofer · 10:33 Watching
Like · Reply · 1w
-  Top Fan
Tammy Good · 30:11 Melinda You don't need to go to them if you choose not to....
Like · Reply · 1w   2
- 
Mike Branstine · 2:18 watching
Like · Reply · 1w
- 
Melinda Miller · 59:06 I totally know that....
Like · Reply · 1w
- 
Mike Branstine · 31:54 I work at a liquor store ..
Like · Reply · 1w
- 
Teresa Henry Kolb · 1:09:17 So it's just guess work
Like · Reply · 1w
- 
David A Ward · 1:52:38 Watching
Like · Reply · 1w
- 
Haley Barker Dunn · 47:47 Watching
Like · Reply · 1w
- 
Teresa Henry Kolb · 10:49 Give them a choice
Like · Reply · 1w
-  Top Fan
Charley Hixon · 27:52 good grief...
Like · Reply · 1w  1
-  Top Fan
Charlotte Cafilisch · 0:47 Watching
Like · Reply · 1w

Comments on May 14, 2020 Facebook Live Commission Meeting



Teresa Henry Kolb · 44:40 You would think

Like · Reply · 1w



Sara Hoffman · 1:51:34 Watching

Like · Reply · 1w



Joshua Hirschenhofer · 29:00 Yes we do

Like · Reply · 1w



Top Fan

Charley Hixon · 33:29 Amanda exactly

Like · Reply · 1w



Top Fan

Charley Hixon · 43:35 So many do...

Like · Reply · 1w



Top Fan

Charley Hixon · 42:26 are you kidding?

Like · Reply · 1w



Top Fan

Charley Hixon · 32:10 and?

Like · Reply · 1w



City of Independence Kansas · 2:08:41 Contact LaceyL@IndependenceKs.gov for questions regarding the CDBG grant.

Like · Reply · Commented on by Kelly Blaes Passauer [?] · 1w · Edited



Teresa Henry Kolb · 46:28 Drag it out

Like · Reply · 1w



Top Fan

Jessica Britton Yes they should be open at the owners discretion. I saw two points in post that stuck out for me. One..the question of revenue. From the very first days of operation that the stores have not been open on Sundays..and Oklahoma has..the citizens of Kansas have been loading up and driving "cross the line". Taking with them their hard earned heavily taxed..revenue. Open on Sundays..keep the revenue here.
Point 2..the "Blue law" to keep the citizens..who earn the revenue..see point 1..to "restrict the activities" of above stated citizens..have we not had enough of that kind thinking lately? How can this County continue to force an antiquated way of thinking on today's people? Shame on that crap. If Borovetz doesn't want to be open on Sundays..he does not have to be! If Halletts wants to be open and enjoy the profit..let them! They are the "WE" in we the people too.

Like · Reply · 1w · Edited



Top Fan

Jessica Britton Deborah Ryan-Hardy they list Mike as the owner.

Like · Reply · 1w



Top Fan

Kevin Elias By NOT opening on sundays, you're losing local business to coffeyville & cherrylvale. If he doent want to be open he doesnt have to be, but give the other stores the option

Like · Reply · 1w · Edited



Phyllis L. Clark-Satran Kevin Elias Cherrylvale does not have a liquor store only through the grocery store

Like · Reply · 1w



Melissa Winebrenner Kevin Elias neodesha and Fredonia also have liquor store sales on Sunday.

Like · Reply · 1w



Top Fan

Kevin Elias Phyllis Ok, but thas still lost revenue for the local stores in Indy

Like · Reply · 1w

 **Tracy Cunningham** Cherryvale will be allowing Sunday sales soon if it passes. Its being discussed now

Like · Reply · 1w  1

 **Jeremy Hallett** Kevin Elias losing what money???? We collect a 8% state excise tax that only about 2% comes back to the city. Last year that 2% was about \$40k which the city can do nothing with. It goes straight out the four county for alcohol related classes.

Like · Reply · 1w  1

 **Kevin Elias**  Top Fan Jeremy Hallett ah, ok. Well it saves Indy residents gas money dangit!!! 😂

Like · Reply · 1w

 **Jennifer Alumbaugh** Yes, I think it should be allowed!

Like · Reply · 1w

  Top Fan **Rhonda Jo** Do regular stores sell the same percentage of alcohol in beverages as the actual liquor store? Does that matter to anyone? I rarely drink alcohol, but if I was going to, I'd probably prefer to go to the liquor store store no matter what day it is.

Like · Reply · 1w  1

  Top Fan **Kristen Torrey** Rhonda Jo the beer and other drinks that can be found in grocery stores and such is the same as what's at the liquor store since last year, but they can't sell hard liquor.

Like · Reply · 1w  1



Top Fan

Amanda Melle Yes!!!!

It should open it would also help with the people that come to elk city lake to camp form out of town or state to be able to purchase on a Sunday. I know when I worked retail you would hear people from out of town get so mad/upset that they couldn't buy alcoholic beverages from the stores on Sunday. Why would they get mad/upset it's do to other town/states having Sunday sales.

Like · Reply · 1w



Sharon Ward I hate that our society has decided there is no need for a holy day, but what amazes me even more is that people are unable to plan ahead and buy what they "need" a day early. 🙄

Like · Reply · 1w



Top Fan

Kevin Elias Sharon Ward not everyone deems it a "holy day". What you're essentially sayin is shut down EVERY business on sundays. Have you never shopped at WM or DG, or ordered fast food on Sunday?

Like · Reply · 1w



Sharon Ward Kevin Elias did you read the rest of my comment?

Like · Reply · 1w



Top Fan

Kevin Elias Yes i did. Explain to me where i misunderstood you please?

Like · Reply · 1w



Sharon Ward Kevin Elias I'm just surprised that anything being closed one day a week is such a big deal to everyone. I do business at LOTS of places that are closed one or two days a week. I just plan ahead and go there when they are open. Not sure why it doesn't work in this case. 🙄

Like · Reply · 1w



Top Fan

Kristen Torrey It isn't that they aren't open every day, it's that they aren't allowed to be.

Like · Reply · 1w



 **Rachel Kight** My holy day is on Saturday. Adjusting my behavior around it is my job, not that of government. If there is enough business on a given day, business owners should have the option to be open.

Like · Reply · 1w



 **Andy Barron** Sharon Ward it's not about the liquor and or being able to get it. It's worked fine for years. What I know in my heart is it's about attacking a tradition. A holy tradition to lots of people. The left can't sit by anymore and let any form of the Godl... [See More](#)

Like · Reply · 1w



 **Stephen Catlin** Andy Barron this isn't a liberal thing, by any means. I absolutely loathe liberal ideology, yet am glad I will be afforded the opportunity to buy beer on Sunday, at least here in Cherryvale.

Like · Reply · 1w · Edited

 Write a reply...



 Top Fan

Charley Hixon The Liquor Store owners would simply have the right to set whatever business hours they wish. Open it up and allow sales on Sundays, This is not a hard decision that needs several days thought ... Stop weighing 5 or 6 people against an entire city PLEASE!

Like · Reply · 1w



Michael J Camargo According to pandemic rules, liquor stores have been deemed an essential business. How is that different on Sunday? For those claiming it is a burden due to increased overhead, your point is null and void because nobody is forcing you to open on Sunday. It's your CHOICE and if you open and make more in sales than spent on overhead, well I'll let you figure that one out.

Like · Reply · 1w





Anthony Royse I would be interesting how the \$500,000 was calculated. Hard to believe citys the size of Indy would sell that much booze on a Sunday.

Like · Reply · 1w



Kelly Passauer Tony, after the May 14, 2020 agenda packet and staff report was published regarding this topic, a question was asked regarding whether there was leakage of retail sales of alcoholic beverages for off-premise consumption to other communities. When demand exceeds supply, the difference is referred to as leakage. City staff asked MCAC for assistance with this research and they generated an ESRI 2017 Retail Marketplace Profile Report within a 15-minute radius of Independence. The report showed in the category of Beer, Wine & Liquor Stores there was a retail gap (leakage) of over \$500,000 or 10%. This does not reflect just Sunday sales. This represents total annual retail sales from Beer, Wine & Liquor Stores. It should also be noted that the City does not receive any sales tax revenue from the sale of alcoholic beverages sold in liquor stores. The City does receive sales tax from the sale of cereal malt beverages sold in non-liquor stores, such as convenience stores or grocery stores. This same report showed a retail gap (leakage) of over \$2.5 million or 5% in grocery store sales within a 15-minute radius. However, that amount includes all products sold by grocery stores and does not provide insight on the volume of cereal malt beverage products sold verses other products sold. For more information on the Retail MarketPlace data, please click the link below to view the Methodology Statement.

<http://www.esri.com/.../esri-data-retail-marketplace.pdf>

Like · Reply · 1w



Write a reply...



Amanda McClaren-Miller If they pass this all the liquor stores will close. Happened in Oklahoma. They are shutting down one by one

Like · Reply · 1w



John Lane Amanda McClaren-Miller are you saying if they let them open for business on Sundays, they will go out of business? What's the reasoning with that? (Just asking a question)

Like · Reply · 1w



Amanda McClaren-Miller John Lane no if they let other places besides liquor store sell liquor the liquor store will go out of business

Like · Reply · 1w



John Lane Ahhh...I see

Like · Reply · 1w



John Lane Im not a drinker, so I didn't realize Walmart sold liquor, or them selling liquor on Sunday was even part of the equation here.

Like · Reply · 1w



Write a reply...



Top Fan

Amanda Melle It would save lots of independence residents from supporting the out of town liquor stores or convenience/ grocery stores in Coffeyville, Neodesha, Cherryvale and Oklahoma. Why not put the money back into Indy.

Like · Reply · 1w



Top Fan

Kristen Torrey I don't really understand the counter argument? I'm not degrading it, just asking for further information. Why would the option for Sunday sales be any different for the liquor stores or tax revenue than any other day?

I understand sales might not be high enough to support the overhead, but just like other days, they aren't forced to be open. So I don't get the reasoning behind not letting the dude that wants to be open do it.

Like · Reply · 1w





John Lane Looks like a pretty simple solution.....the business owners that are opposed just need to keep their doors locked on Sunday. No reason to hold everyone else back that's willing to take the risk.

Like · Reply · 1w



T Lumley Overton John Lane that makes too much sense.....let's just keep everything in the 50's around independence..

Like · Reply · 1w · Edited



Brett Trotter What do you mean?! You're wanting to give people the option to make their own decisions?! You could never run for office!

Like · Reply · 1w



John Lane Brett Trotter I know I know, it's a weird and unimaginable concept, my brain goes astray sometimes....I apologise.

Like · Reply · 1w · Edited



John Lane Brett Trotter I'm better now, thank you. Just who the hell do these Conway people think they are??? 🙄🙄🙄 They shouldn't be able to invest their own time and money trying to expand a business that they already invested thousands of dollars in, and try to make it a little more profitable... especially in America. Their way of thinking PISSES ME OFF!!!! 🙄🙄🙄🙄

Like · Reply · 1w



Debbie Dunlap Top Fan T Lumley Overton I agree

Like · Reply · 1w



Brett Trotter John its ridiculous. For being the land of the "free" there's an awful lot of rules, regulations and executive orders.....

Like · Reply · 1w



Top Fan

Debbie Dunlap A The ISSUE is do we allow liquor be sold in independence on Sunday. B. each liquor store makes their decision to open or not if this gets approved. Those are the real issues. C. The owners do not want to open on Sunday, because of overhead costs to operate. If the owner decides not to open, there will always be someone else willing to come to town and open a liquor store and take over Sunday sales.



Like · Reply · 1w



Mike Hinds Yes they should. Every other town and township within a 30 mile radius does it and it would be beneficial to the locals because everyone is always saying keep it local. So if they sell it on Sunday we don't have to go out of town. We can keep it local

Like · Reply · 1w



Terry Whittet Just saying over the years. I know people that would drive to South Coffeyville or Bartlesville on Sundays to buy alcohol. They would fill up there gas tanks buy alcohol Because its cheaper down South and you can't buy alcohol in Independence on Sundays. I never understood the sales on Sundays because that's when most peopk



Like · Reply · 1w



Kimmie Barber California sells liquor 7days a week until 2am. I believe this law was created years ago. The times has now changed. I believe this law was created to honor Sundays connected with religion. Times has changed. I believe Independence may be one of the only non sunday sellers in the U.S. Is it matter of Respect for Sundays or the opposite

Like · Reply · 1w



Top Fan

Mindy VanBuren Yesssss might as well every other town is 🙄 why not keep the sale local



Like · Reply · 1w



Melissa Arnwine Ward Mindy VanBuren Noooooooo

Like · Reply · 1w



Jeremy Hallett It's easy to want Sundays sales when you dont have a Liquor Store. That is my only day off.

Like · Reply · 1w



^ Hide 13 Replies



Brett Skinner Jeremy Hallett still your decision to open up or not. Just because they allow sales, doesn't mean you have to operate.

Like · Reply · 1w



Jeremy Hallett Brett Skinner if you have ever owned a retail buisness you know that you work your butt off to build up your customer base and you dont want them shopping at other places. If you are closed that is exactly what is going to happen. I dont expect anyone who doesnt own there own retail buisness to understand that.

Like · Reply · 1w



Brett Skinner Jeremy Hallett um that's any business is it not? I'm sure the focus is more restaurant's, Walmart, etc. Just because you don't open up on Sunday, doesn't discredit your business, especially in a small town like Indy. You're more likely to lose a customer in that town based on your political view than you staying closed on a Sunday.

Like · Reply · 1w



Jeremy Hallett Brett Skinner Political views huh??? I'm simply saying that puts me working 365 days a year now because my #1 priority is my customers and keeping them happy because that is what being a small buisness is all about. If it passes I will be open but that doesnt mean I want to be.

Like · Reply · 1w



Jamie Reister Jeremy Hallett stay home then.... 🤔

Like · Reply · 1w



Jeremy Hallett Jamie Reister lol you know me better that. I'll be there. It's not going to bring anymore revenue to the city.

Like · Reply · 1w



Jamie Reister Jeremy Hallett I hate driving to Coffeyville on sundays because of my poor planning... lol

Like · Reply · 1w

 **Jeremy Hallett** Jamie Reister you got me on here buddy shoot me a message.
Like · Reply · 1w  1

 **Jamie Reister** Jeremy Hallett 😊
Like · Reply · 1w

 **Jeremy Hallett** Jamie Reister it works for coffeyville because they have a casino. I would much rather vote to get a casino put in indy.
Like · Reply · 1w  1

 **Jeremy Hallett** Ah it's no big deal. It is what it is. I'll be open if it comes to that.
Like · Reply · 1w

 **John Lane** Jeremy Hallett unlock the doors early morning, leave, and let people shop on the "honor system". Surely everyone would be honest about it.

Like · Reply · 1w

 **Jeremy Hallett** John Lane  I'm sure it would be ok
Like · Reply · 1w

 Write a reply...      

 **MiKala Kirk** If you don't sell it in your town, they will just go to another to buy it. Might as well get the tax in your own town 🙄
Like · Reply · 1w

 **Tom Crittenden** We're in the 21 century come on Independence, Neodsha and Coffeyville has been doing for awhile now also that doesn't mean all liquor stores have to open, you have that right convenient and grocery stores can do the business
Like · Reply · 1w  1

 **Margie Miller** Surely folks can go one day without liquor or beer. I think it is unnecessary to sell it on Sunday. They can always buy it on Saturday or any other day of the week.
Like · Reply · 1w  1



Melissa Russell McDaniel Yes! Especially, with summer coming on. Campers and boater will definitely increase our hard hit economy. ...

Like · Reply · 1w



Top Fan

Diane Parker Yes, there's no reason not to. Local stores should be able to sell beer on Sundays!

Like · Reply · 1w · Edited



Bobbi Huck If they are actually losing 500,000 dollars of revenue? How many addresses would this pertain to?

Like · Reply · 1w



Top Fan

Allan Warren As long as it's after 12 noon, it should be allowed.

Like · Reply · 1w



Randy Burghart Why only after 12 noon?

Like · Reply · 1w



Top Fan

Allan Warren Randy Burghart really? we're in the bible belt...

Like · Reply · 1w



Randy Burghart Then there church on Sunday night and Wednesday. Mass for Catholics on Saturday. I am not sure if you are serious or sarcastic? No matter, God gives everyone free will so some might chose church, some might chose the liquor store, and some might stop by the liquor store on the way to church. Free will, no one should have to wait until church is over to buy liquor.

Like · Reply · 1w





Top Fan

Allan Warren Randy Burghart don't get snippy! In states that aren't in the "bible belt" would sell spirits after 12 noon on Sundays. This was partly because of blue laws that didn't allow the sale on Sundays at all. Regarding the night church reference: This BUD, is not for you. I won't even address the Catholic mass reference... Yes I will! Saturday mass was started 40+ years as a convenience so you could meet your obligation to attend mass... Regarding my previously sarcastic statement: if you have to ask, then ask. Don't make an assumption based on ignorance. It makes you look stupid. We'll let the free will rant go. Your statement makes no sense. So "REALLY", Mr. History Channel. Lighten up, read a book, there will be a quiz! On worse days you wouldn't stand a chance in a debate. It's almost noon. I think I'll drive to South Coffeyville or Deering to buy 12 pack... LMAO

Like · Reply · 1w



Randy Burghart Whatever, enjoy your beer.

Like · Reply · 1w



Top Fan

Allan Warren Randy Burghart you buying?... LMAO

Like · Reply · 1w



Shawn Davis People drive to surrounding towns to purchase alcohol on Sunday look at that tax money your loosing out on every Sunday

Like · Reply · 1w



Top Fan

Jack Bell It's really great to have the liquor store open in Coffeyville. If the owner wants to stay closed then let them stay closed.

Like · Reply · 1w



Steve Lewman People drink on Sunday's anyways. Might as well allow stores to open on Sunday's if they want

Like · Reply · 1w



Linda Hills They sale it in Idaho. They even sale wine. I was shocked when I saw that in stores. I don't buy it but a lot of people do.

Like · Reply · 1w



Terry Whittet I think its funny. Someone commented you can't buy alcolol on Sundays because its a holy day. Every day is a holy day. And several different churches drink alcohol on Sundays, wake up people.

Like · Reply · 1w



Roger Powell It would save gas. People wouldn't have to drive to Dearing .

Like · Reply · 1w



Top Fan

Kevin Elias Roger Powell dearing's closed a while back

Like · Reply · 1w



Top Fan

Shawn Neary Kevin Elias the convenience store sells it

Like · Reply · 1w



Write a reply...



Vanessa Haberly Way to be a trend setter for indy, Michelle & Patrick!

Like · Reply · 1w



Rachel Kight It should not be the role of government to decide when stores can or cannot be open.

Like · Reply · 1w



Mary Vining It should be a choice!! Not mandatory. Anyone that works retail!

Like · Reply · 1w



David Andrew S Kleier Yet Sunday is church day but yet the lord is above us every day but yet church is also on Wednesday so yes alcohol should be sold 7 days a week

Like · Reply · 1w



Marcus Kastler Coffeyville has this, if your store doesn't want to do it, don't. Sunday is a day like any other

Like · Reply · 1w



 **JeffJo Rinne** Allow Sunday sales and whoever wants to be open can be. Seems simple to me.
Like · Reply · 1w  6

 **Michael J Camargo** Being simple apparently doesn't mean the simpletons in office get it.
Like · Reply · 1w  1

 **Shawn Neary** Top Fan I've wondered why this hasn't happened in independence for a while now since everywhere else sells on Sundays
Like · Reply · 1w  1

 **Terry Whittet** Didn't finish with comment. When most people are off work and enjoying the weekend. Lost dollars for Independence I say.
Like · Reply · 1w

 **Jeff Weimer** Let them sell beer on Sunday. I don't like to drive to buy beer.
Like · Reply · 1w  5

 **Sheldon Hinton** Plan ahead...if you can't purchase your alcohol the other 6 days a week, you may have impulse control issues.
Like · Reply · 1w  2

 **Melissa Winebrenner** I think they'd be surprised how many people buy o. Sunday
Like · Reply · 1w  2

 **Deanna Williams** I don't see what difference it makes what day it's sold on.
Like · Reply · 1w  1

 **Leslie Sklamberg** I once had a recipe that called for dry red  and because it was a Sunday I had to drive to Neodesha.
Like · Reply · 1w

 **Philip Newkirk** Neodesha has had Sunday sales for a few years now. The sky has not fallen.
Like · Reply · 1w  9



Jason Ryan People have been driving to Oklahoma for years to buy alcohol on Sundays. Yall are missing out.

Like · Reply · 1w



George Cagle You can keep the money in Independence or lose it to Dearing or Coffeyville. Take your pick.

Like · Reply · 1w



Anthony Royse So. What does everybody think about liquor stores being open on Sunday? Tony.

Like · Reply · 1w



Windy Adams Yes they should be able to if they choose to.

Like · Reply · 1w



Top Fan

Debbie Dunlap Why is this such a big issue in Independence?

Like · Reply · 1w



Michelle Edminson Rutherford Yes like 40 years ago

Like · Reply · 1w



Chris Ashford What's so special about the first day of the week anyway ?
Now if it was on the Sabbath, that would make sense.

Like · Reply · 1w



PUBLIC FORUM
CITY OF INDEPENDENCE
July 14, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Public Forum regarding whether or not to adopt an ordinance expanding the sale at retail of cereal malt beverage and alcoholic liquor on Sundays.

BACKGROUND The Commission previously set the date for a public forum for July 14, 2020 at 6 PM regarding whether or not to adopt an ordinance expanding the sale at retail of cereal malt beverage and alcoholic liquor on Sundays. After the public forum, City staff will place this item on the July 23, 2020 agenda for further consideration and possible action.

SUPPORTING DOCUMENTS

1. May 14, 2020 RCA
2. Ordinance prepared by the City Attorney
3. Facebook comments
4. Correspondence received

From: [tom richardson](#)
To: [Kelly Passauer](#)
Subject: malt beverages sales
Date: Friday, July 03, 2020 4:05:55 PM

Please do not approve the sale of malt beverages & alcoholic liquor on Sundays. They can buy there liquor on Saturday.

Tom Richardson

From: [connie richardson.](#)
To: [Kelly Passauer](#)
Subject: Retail sale cereal malt liquor
Date: Friday, July 03, 2020 3:44:12 PM

Please do not approved the sale of malt beverages & alcoholic liquor on Sunday? I personally think this will add to further problems, crime & drunk driving to our city. Let's keep our small town safe and desirable to outside visitors and show we are a city of pride. Thank you for the opportunity to voice my opinion.

connie richardson

Sent from my iPad

To whom it may concern,

This letter is written to address the ordinance the city is considering, which would allow the sale of alcohol on Sunday. As the store manager of G&W Foods grocery store I am in favor of the city allowing Sunday alcohol sales. Obviously from a business aspect we are always interested in finding new ways to gain more sales, which in turn will help keep business, sales and taxpayer money in town. I have worked in several retail establishments throughout Kansas and most of these establishments have always bordered another state or town that has allowed Sunday alcohol sales. The one thing that all of these stores have in common is the fact that we would always hear customers talking about going out of town to purchase alcohol on Sundays. Whether this is because they have unexpected guests for the day, are taking a quick run in from the lake, or are having an impromptu Sunday football party. Our location here in Independence is no exception. As someone who has lived in SEK for the past 20 years, I constantly hear of people running to South Coffeyville and now surrounding towns, to purchase their alcohol.

The name of the game for any business is to keep customers coming back. For our city and our county, keeping people in town, shopping local and spending their money here is imperative to our longevity. It is not only crucial to the success of our towns, and our businesses, but the people who reside here.

With the unique events that have shadowed our country over the past several months, I feel the need to mention the current pandemic, that we as a country are dealing with. Keeping people closer to home also needs to be taken into consideration. After all, experts continue to tell us to social distance, wear masks, and wash your hands. Keeping consumers in town and minimizing Covid19 exposure needs to be a priority for our community as well. While this is not the primary reason to consider Sunday alcohol sales, the health and well-being of our citizens should be a consideration at this time.

I appreciate your time in considering my opinion of the aforementioned ordinance that is currently under consideration.

Thank you,

Brad Boyer
Store Manager
G&W Foods

From: [Marty Reichenberger](#)
To: [Kelly Passauer](#)
Subject: Sunday Sales
Date: Monday, July 13, 2020 8:34:53 AM

Hi Kelly. I, of course, don't live in the city limits, but do all of my business in Indy. I would like the commission to approve Sunday liquor sales. I believe it is time to "get with the times". I understand why some liquor store owners are dragging their feet, but they have the option to be open or closed on Sunday. If they don't feel it will pay, then stay closed. Don't punish the patrons in town who only do their shopping on Sundays because of work and can't pick up beer at Wal-Mart. This is an outdated law, and I feel we need to allow Sunday sales.

Thank you for listening and I appreciate all the commission does. Have a good week.

Marty Reichenberger
Reichenberger Farms
Independence, KS

July 14, 2020 Public Comments

Public Forum regarding whether or not to adopt an ordinance expanding the sale at retail of cereal malt beverage and alcoholic liquor on Sundays.

Mike Borovetz – representing Borovetz Liquor, Jeremy Hallett and Doug Parham. I understand consumer sentiment, a lot of the other stores, such as Walmart are already open on Sundays. They already have their overhead, have it staffed, have other revenue on those days, capturing that on Fridays and Saturdays, the rules has been in effect for I don't know how long, and it was like that for many years. With the State changing that, and giving the option back to the community, it has opened some things up. Our customers understand if they want alcohol on Sunday they better get it on Friday and Saturday, outside of additional overhead will not capture any new sales outside of what we are capturing today.

Commissioner Hayse – What data are you using to capture this? A freer market place has more economic energy, sales would increase, you are saying that increase would not be significant enough to cover the operating costs?

Mike Borovetz – That is my expectation. You run the risk of losing customers, and once they start shopping at another facility, they may continue to do so. Holidays that we were not able to be open until a few years back, New Year's Day. My father said we could be open 1 -7 and had a handful of customers that day. We've seen the habits of our customers buying things throughout the course of the weekend, knowing we would be closed on Sundays, they would stock up and purchase anything during the weekend. There would be a shift on Friday and Saturday and that is where the majority of our sales would come from.

Commissioner Hayse – Points of sales that cannot sell liquor or wine, you are talking about beer sales that can be sold at a convenient store or other stores?

Mike Borovetz – Yes, if we are all open on Sunday, if that is determined, yes, they do not offer wine or liquor at Walmart or a convenient store, the potential we would lose would only be beer sales.

Commissioner Ysusi – That will open up Walmart and those places that are already open. That is just another day of competition that is placed on you, because they have the ability to sell a product, they are open anyway, you are competing on that day. Regarding CMB beverages, all these changes are driven by the Kansas State Legislature, who has made multiple changes, and opened up the competition to Walmart, convenience stores who sell hard beer, and that has cut into your business, selling the same products in competition with you.

Mike Borovetz – We already took a partial hit on this when the state made those changes. That impact was a 20% decline already. Walmart and convenient stores are open, selling other products, already staffed, their overhead is already set, it just opens up the door to capture more of our sales, the only thing we get is the sale. We do not feel like it is a significant enough volume that would equal the overhead.

Patrick Conway – Representing Sawyers, we talked a lot about surrounding towns and communities and how they changed theirs for a reason, we would think if it was not beneficial, they would not continue to be open. If they are losing sales to Walmart and convenience stores why would they be open on Sundays. Last time we talked about leakage, the way I look at it, if we are losing a dollar in a surrounding community, we are losing a dollar, it is about customer service to us. We really try to push that and say I can't tell you 100% if they will or will not come on Sunday. I can't make their mind up for them, if they want to stock up on Friday and Saturday, great, but if they run out and want a bottle of wine on Sunday, we want to be there for them and have the opportunity to be there for them. If it is not beneficial, we won't open, but having that option is what we are looking for.

Commissioner Hayse – Did you contact any other vendors from areas that are operating on Sundays and speak to them on the impact on their businesses?

Patrick Conway – No. They manage their own risk, just like we do. From the sales perspective if it is not beneficial you don't open. A lot of businesses are only open certain days because those days don't make money.

Jeremy Hallett – Mike covered it.

John Borovetz – Mike said everything.

06/14/2020 – Public Forum Facebook Comments



Kelly L. Alban-Radcliff · 1:20

If you want to be open on Sunday then do it. If you don't want to be open then don't do it. If you don't get with the times, you will lose money, but don't hold back the other stores who want to make money. You've got to learn to adapt to the changing times or it's going to harm your business. Your fault! Not ours!! It's that simple!!



Like · Reply · Message · 2d



Tom Hoffert · 20:41

Three cheers for Sawyer's. My new liquor store. If you don't want to open then Don't! But don't you dare try to stop Independence from moving into the 1970's.



Like · Reply · Message · 2d



Laura Bethita Neptuna · 6:13

When I lived in Independence, we drive to Bartlesville on Sundays if we needed to purchase alcohol. That was in 1985. I can't believe it's still not possible to purchase alcohol on Sundays.

Like · Reply · Message · 2d



Laura Bethita Neptuna · 3:42

*drove, not drive .

Like · Reply · Message · 2d



Reply as City of Independence Kansas 🇺🇸 😊 📷 GIF 🗨️



Tom Hoffert · 27:20

How three liquor store owners, who are crying that they'll lose revenue if other stores can sell alcohol on Sunday? That's their argument????



Like · Reply · Message · 2d

06/14/2020 – Public Forum Facebook Comments



Tom Hoffert · 15:46
Just phoned the Jiffy Mart. I CAN NOT BUY BEER ON SUNDAY! Borovitz is full of sh*t!!!

Like · Reply · Message · 2d



Tom Hoffert · 23:41
Janet. Yes I have talked to all three of these owners and that is exactly why they don't want to see this pass. My argument is then don't open

Like · Reply · Message · 2d



Janet Stuckey · 21:52
Maybe they want a day off.

Like · Reply · Message · 2d



Janet Stuckey · 30:22
They are complaining?

Like · Reply · Message · 2d



Tom Hoffert · 2:58
Watching

Like · Reply · Message · 2d



Charley Hixon · 1:34:28
Did they vote?

Like · Reply · Message · 2d



Sheila Stewart · 2:25
Watching

Like · Reply · Message · 2d



Kris Mueller · 2:03
Watching

Like · Reply · Message · 2d



 Top Fan
Charlotte Cafilich · 0:12
Listening

Like · Reply · Message · 2d



Chris N Stacy Hines · 1:09
Listening

Like · Reply · Message · 2d



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 23, 2020

Department Safety & Code Enforcement/Park & Zoo

Director Approval *David Cowan/Barb Bewskens*

AGENDA ITEM Consider a resolution banning tobacco and vaping in all forms from all City-owned property, except for:

1. All properties operated and managed by the Independence Housing Authority but which are titled to the City of Independence;
2. All businesses located at the Independence Municipal Airport on property titled to the City of Independence; and
3. All city streets and rights of way.

SUMMARY RECOMMENDATION Approve the resolution.

BACKGROUND The City of Independence has received a request from Marci Roberts representing Young Lungs at Play to ban tobacco products and vaping from all City parks. The IHS Resist students hosted an environmental scan at Riverside Park, and the results were presented to the Park Board. The Park Board recommended approval of the proposal.

The City currently follows the State of Kansas law prohibiting smoking in City buildings. By approving this ban, the City would no longer allow tobacco products or vaping on City property, including properties managed by the Independence Recreation Commission and the Independence Public Library. The Recreation Director and Library Director are both supportive of this resolution. The Independence Housing Authority Director has asked that properties that they manage are excluded from the resolution.

The Young Lungs at Play request and City goal is to promote health and maintain smoke-free environments that protect employees and citizens from tobacco smoke and airborne emissions from e-cigarettes and other electronic nicotine delivery systems. Smoking is a known carcinogen, second-hand smoke increases the risk of heart attack by 30%, and smoking bans can reduce the number of heart attacks by as much as 26% per year.

The City of Independence will be working with our employees to provide cessation programs available for those who would like to stop using tobacco products and for those requesting a location to smoke. BCBS will be presenting a presentation to City Employees at the August 6th City Health Fair that provides for assistance options to cease tobacco products.

BUDGET IMPACT No smoking signage at public spaces \$250.00

SUGGESTED MOTION I move that a resolution be adopted banning tobacco and vaping in all forms on City-owned property with exceptions as noted in the resolution.

SUPPORTING DOCUMENTS

1. Smoking Ban Resolution
2. Recommendation to Park Board from Young Lungs at Play, including the results of IHS Resist Environmental Scan at Riverside Park.
3. Recommendation from Park Board.
4. Current City Code regarding smoking.

RESOLUTION NO. 2020-043

**A Resolution Banning Tobacco and Vaping in
All Forms On City Owned Property**

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

Section 1. In recognition of the health hazards of tobacco use and vaping, the use of tobacco in all forms and vaping in all forms is hereby banned on all property owned by the City of Independence, Kansas, except the following:

- a. All properties operated and/or managed by the Independence Housing Authority but which are titled to the City of Independence;
- b. All businesses located at the Independence Municipal Airport on property titled to the City of Independence; and
- c. All city streets and rights of way.

Section 2. Nothing contained herein shall be construed as modifying the smoking prohibitions found in existing State statutes and City ordinances which ban smoking.

Adopted by the Governing Body of the City of Independence, Kansas, on the 23rd day of July, 2020.

LEONHARD CAFLISCH, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

Program Description

Prevent Children's Exposure to Secondhand Smoke

Municipalities, school districts, youth sports organizations and other groups are invited to join the Kansas Department of Health and Environment (KDHE) in eliminating children's exposure to secondhand smoke at public parks and playgrounds. Policy initiatives are key strategies in influencing community norms and are effective ways to limit exposure to the dangers of secondhand smoke. This initiative protects the environment and protects the health of all. KDHE will support you as you work to create tobacco-free parks and playgrounds.

Young Lungs at Play! Resources:

The *Young Lungs at Play!* Toolkit will provide sample ordinance and policy language, sample press releases, and information on how to address common questions about tobacco-free policies in outdoor public areas. In addition, local resources such as health department staff, youth groups, and KDHE may be available to help provide information and support as you work to pass your policy.

Young Lungs at Play! Signs:

After you implement a local 100% tobacco-free ordinance or policy that covers outdoor public areas, such as parks, playgrounds, hiking trails and sports arenas, KDHE has a supply of standard pre-imprinted 12" x 18" metal signs to place in your tobacco-free area(s). The policy/ordinance should include:

- A statement that all forms of tobacco use and electronic smoking devices are prohibited;
- And an enforcement plan.

Submit a request for free *Young Lungs at Play!* signs by sending a copy of your approved policy to KDHE at

https://www.surveymonkey.com/r/tobacco_free_signs

For more information about *Young Lungs at Play!* visit the website

http://www.kdheks.gov/tobacco/young_lungs.htm

or contact: KSsmokefree@ks.gov



Step 2: LEARN

Fact Sheet

Tobacco-Free Parks and Playgrounds Are Important

Many communities in Kansas have instituted outdoor tobacco-free ordinances at parks, zoos, athletic fields, playgrounds, trails and even city sidewalks and streets as a way to protect both children and the environment.

Tobacco-Free Parks Are Clean Parks

Cigarette butts are the most littered item in the world.¹

Discarded cigarettes and other forms of tobacco are toxic, hazardous to the environment and costly to clean up. Cigarette butts are not biodegradable. Small children and animals are at risk of swallowing, choking, or burning themselves with discarded butts and poisoning themselves with the drug nicotine. Tobacco waste makes parks and playgrounds look dirty and uninviting. Tobacco-free parks provide children with clean and healthy places to play.



Youth in Sedgwick County participated in a parks tobacco litter cleanup in 2017. Orange flags indicate collected litter. More than 280 cigarette butts and other tobacco materials were collected within an hour, most concentrated next to play equipment and at the playground perimeters.

Children Imitate Adult Behaviors

Every year in Kansas, nearly 1,200 children under 18 years old become new daily smokers.² How do children learn to walk? To talk? To play sports? From adults! When children see adults smoking in family-friendly places such as parks and playgrounds, they see the behavior as acceptable. Parks are about clean air, natural beauty and engaging in healthy activities. Smoking just doesn't fit in.

¹ Novotny TE, Zhao F. Consumption and production waste: another externality of tobacco use. *Tob Control*. 1999 Spring;8(1):75-80.

² The Toll of Tobacco in Kansas, Campaign for Tobacco Free Kids, Last updated November 15, 2018

Children Are Hurt by Secondhand Smoke!

Exposure to secondhand smoke has been estimated to result in more than 41,000 annual deaths³ in the United States and causes health problems in children including more frequent and severe asthma attacks, ear infections and sudden infant death syndrome.⁴

Secondhand smoke contains more than 7,000 chemicals known to be harmful or carcinogenic (cancer-causing), including formaldehyde, cyanide, carbon monoxide, ammonia, and nicotine.⁵ The Environmental Protection Agency classifies secondhand smoke as a class-A carcinogen: a substance known to cause cancer in humans and many serious illnesses in children.⁶

Children who are exposed to secondhand smoke are inhaling many of the same cancer-causing substances as smokers. There is no risk-free level of secondhand smoke exposure. The only way to fully protect yourself and your loved ones from the dangers of secondhand smoke is through 100% smoke-free environments.⁵

Tobacco-Free Outdoor Areas

Most Kansas adults, about 83%, **DO NOT** smoke.⁷ Tobacco-free policies that restrict tobacco use where children play help protect the health of all community members. Tobacco-free policies are public park policies similar to those prohibiting alcohol use or littering in public parks and are largely self-enforcing.

Posting adequate signage provides an opportunity to educate the community about the tobacco-free policy and allows individuals to handle tobacco use in the same manner as an alcohol or litter complaint that may occur at these facilities.

Help to prevent children's exposure to secondhand smoke at outdoor public play places. Supporting a tobacco-free ordinance in your city will make a difference in the health and welfare of all community members.



To request *Young Lungs at Play!* signs, or for a sample ordinance, please contact: KSSmokefree@ks.gov

³ U.S. Department of Health and Human Services. The Health Consequences of Smoking—50 Years of Progress. A Report of the Surgeon General. Atlanta: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2014 [accessed 2016 Nov 17].

⁴ Centers for Disease Control and Prevention. Health Effects of Secondhand Smoke. https://www.cdc.gov/tobacco/data_statistics/fact_sheets/secondhand_smoke/health_effects/index.htm

⁵ U.S. Department of Health and Human Services. The Health Consequences of Involuntary Exposure to Tobacco Smoke: A Report of the Surgeon General. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, Coordinating Center for Health Promotion, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2006.

⁶ U.S. Environmental Protection Agency. Respiratory Health Effects of Passive Smoking: Lung Cancer and Other Disorders. Washington, D.C.: Office of Health and Environmental Assessment, Office of Research and Development, U.S. Environmental Protection Agency, 1992.

⁷ 2017 Kansas Behavioral Risk Factor Surveillance System, Bureau of Health Promotion, Kansas Department of Health and Environment.

Step 3: ACTION

Sample Policy

[City/County]-Owned Outdoor Recreational Areas Tobacco-Free Policy

Section 1: Purpose

- 1.1. The *[City/County]* is committed to providing safe and healthy environments.
- 1.2. Tobacco use is the leading cause of preventable death and disease in the U.S.
- 1.3. Exposure to secondhand smoke has negative health impacts and the U.S. Surgeon General has determined there is no risk-free level of exposure to secondhand smoke.
- 1.4. Electronic nicotine delivery devices, more commonly referred to as electronic cigarettes or e-cigarettes, typically contain nicotine, which is highly addictive and can harm the developing brain of adolescents. E-cigarette use: (1) is increasing nationally among youth; (2) produces an aerosol or vapor that can contain harmful and potentially harmful substances, such as nicotine, ultrafine particles, flavoring, volatile organic compounds, cancer causing chemicals and heavy metals including nickel, tin, and lead; and (3) threatens to re-normalize smoking, potentially jeopardizing tobacco control efforts of the past and present.
- 1.5. Cigarettes consumed in outdoor public places are often littered, diminishing the beauty of recreational areas, requiring additional maintenance expenses to clean up, and posing a fire risk as well as risk to human and animal health through potential ingestion and contamination of water sources.
- 1.6. Tobacco-free environments establish non-use of tobacco as a norm for children and young adults and offer opportunities for positive role modeling by adults.
- 1.7. The *[City/County]* believes tobacco use is detrimental to the public's health and has determined that prohibiting the use of tobacco products and electronic nicotine delivery devices in all *[City/County]* recreational areas serves to protect the public's health, safety and welfare.

Section 2: Definitions

- 2.1. **All times** means 24 hours a day, seven days a week.
- 2.2. **Electronic nicotine delivery system (ENDS)** means any product delivering nicotine, nicotine salts, or any other substance that can be used by a person to simulate smoking through inhalation of aerosol or vapor from the product. The term includes, but is not limited to, any electronic cigarette, cigar, cigarillo, pipe, or personal vaporizer.

2.3. **Recreational areas** means all facilities, parks, trails, open space, and other property owned, leased, rented, contracted, used, or controlled by [City/County] for parks and recreational purposes. The term includes, but is not limited to, restrooms, spectator and concession areas, playgrounds, athletic fields, beaches, and aquatic areas.

2.4. **Smoke or smoking** means inhaling or exhaling smoke from any lighted or heated cigar, cigarette, pipe, or any other tobacco or plant product, or inhaling or exhaling aerosol or vapor from any electronic nicotine delivery system. Smoking includes being in possession of a lighted or heated cigar, cigarette, pipe, any other tobacco or plant product intended for inhalation, or an electronic nicotine delivery system that is turned on or otherwise activated.

2.5. **Tobacco or tobacco product** means any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including but not limited to cigarettes; cigars and other smoking tobacco; snuff and other chewing tobacco; electronic nicotine delivery systems; and any other kinds and forms of tobacco. The term excludes any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

2.6. **Tobacco use** means the act of smoking, the use of electronic nicotine delivery system, the use of smokeless tobacco, or the use of any other tobacco product in any form.

Section 3: Policy

3.1. Tobacco use is prohibited at all times in or on all recreational areas.

3.2. It is not a violation of this policy to use tobacco in or on recreational areas as part of a Native American spiritual or cultural ceremony. Approval from [City/County] administration must be requested and received prior to the ceremony.

Section 4: Enforcement

4.1. Signage will be posted at strategic locations to inform the community and recreational area users about the policy.

4.2 [City/County] staff and volunteers will be notified about this policy through the employee manual.

4.3 The success of this policy depends on the consideration and cooperation of all. Enforcement of the policy is a shared responsibility of [City/County] staff and recreational area users. [City/County] staff will communicate the policy to event organizers. [City/County] staff will also make periodic observations of recreational areas to monitor for compliance.

4.4 Any individual found violating this policy will be reminded and asked to comply before being subject to ejection from the recreational area. [City/County] staff found violating this policy may be subject to disciplinary action.

Section 5: Effective Date

This policy is effective on *[effective date]*.

Appropriate [City/County] Official

Date

Step 3: ACTION

Sample Ordinance

[Ordinance No. Year]

AN ORDINANCE OF THE [CITY/COUNTY] OF [CITY/COUNTY NAME], AMENDING THE [CITY/COUNTY NAME] MUNICIPAL CODE TO REGULATE TOBACCO PRODUCT USE AND SMOKING.

The [City or County Governing Body] does hereby find that:

WHEREAS, the [City or County Governing Body] acknowledges that secondhand tobacco smoke and e-cigarette vapor poses a threat to the health, safety and welfare of adults and minor children; and

WHEREAS, the U.S. Surgeon General has determined that there is no safe level of exposure to tobacco smoke pollution; and

WHEREAS, secondhand smoke is responsible for more than 41,000 deaths among nonsmokers each year; and

WHEREAS, nearly 90% of smokers started smoking before the age of 18 years old; and

WHEREAS, every year in Kansas, an estimated 1,200 young people under the age of 18 years become new daily smokers and 61,000 children now under 18 years old will die prematurely from smoking; and

WHEREAS, the smoking of tobacco, hookahs, or marijuana and the use of electronic nicotine delivery devices are forms of air pollution and constitute both a danger to health and a material public nuisance.

ACCORDINGLY, the [City or County Governing Body] finds and declares that the purposes of this ordinance are:

(1) to protect the public health and welfare by prohibiting smoking in outdoor places of employment and outdoor public places where nonsmokers are likely to be exposed to secondhand smoke; and

(2) to guarantee the right of nonsmokers to breathe smoke-free air, and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke; and

(3) to decrease the exposure of individuals, and children in particular, to secondhand smoke in their outdoor environment.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the [City or County Governing Body] and it is hereby ordained and enacted by the authority of the same as follows:

Section 1: DEFINITIONS

The following words and phrases, whenever used in this [article/chapter], shall have the meanings defined in this section unless the context clearly requires otherwise:

- A. "Electronic Nicotine Delivery Device" means any product delivering nicotine, nicotine salts, or any other substance that can be used by a person to simulate smoking through inhalation of aerosol or vapor from the product. The term includes, but is not limited to, any electronic cigarette, cigar, cigarillo, pipe, or personal vaporizer.
- B. "Hookah" means a water pipe and any associated products and devices which are used to produce fumes, smoke, and/or vapor from the burning of material including, but not limited to, tobacco, shisha, or other plant matter.
- C. "Playground" means any park or recreational area designed in part to be used by children that has play or sports equipment installed or that has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds or on [City or County] grounds.
- D. "Public Event" means an event which is open to and may be attended by the general public, including but not limited to, such events as concerts, fairs, farmers markets, festivals, parades, performances, and other exhibitions, regardless of any fee or age requirement.
- E. "Public Place" means an area to which the public is invited or in which the public is permitted.
- F. "Recreational Area" means any public or private area open to the public for recreational purposes, whether or not any fee for admission is charged, including but not limited to, amusement parks, athletic fields, beaches, fairgrounds, gardens, golf courses, parks, plazas, skate parks, swimming pools, trails, and zoos.
- G. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or any other lighted or heated tobacco or plant product intended for inhalation, including marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article.

Section 2: PROHIBITIONS

- A. Smoking/tobacco use shall be prohibited on all outdoor property owned, leased, or operated by the *[City or County]* of *[City/County Name]*.
- B. Smoking/tobacco use shall be prohibited in the following outdoor public places:
 - i. In outdoor arenas, stadiums, and amphitheaters;
 - ii. In outdoor recreational areas, including parking lots;
 - iii. All outdoor playgrounds;
 - iv. In, and within *[recommended 15-25]* feet of all outdoor public events;
 - v. Within twenty (20) feet of the boundary of any playgrounds and outdoor athletic facilities owned and maintained by the city where members of the general public of any age assemble to engage in physical exercise, participate in athletic competition, play or participate in recreational activity, witness sports, or other outdoor recreational events.

Section 3: ENFORCEMENT

- A. Signage shall be posted at all outdoor property owned and operated by *[City or County]*.
- B. A person who is found to have violated the provisions of this Article shall be guilty of an infraction, punishable by a fine not exceeding *[Fine]*.
- C. At the judge's discretion, the judge may suspend the fine in lieu of attendance by the offender, at his or her own expense, in a smoking cessation program recommended by the local health department including the dangers of smoking, tobacco use and secondhand smoke.



TOBACCO-FREE PARKS POLICIES IN KANSAS



Why Have Tobacco-Free Parks?

In the last few years, many Kansas communities have adopted policies to restrict commercial tobacco use in parks and other outdoor areas. There are many reasons to have such policies in place. Studies have demonstrated that secondhand smoke poses a health risk not just in indoor areas, but also outdoor areas.¹ Tobacco-free park policies can help model healthy behaviors for youth. In addition, such policies can help address a serious environmental problem caused by cigarette butts and other tobacco litter.² Finally, there is public support for such policies.³

Kansas State Law

State law does not generally restrict smoking in outdoor areas such as parks. As its name implies, the Kansas Indoor Clean Air Act restricts smoking only in indoor public places and places of work, with the exception of the “access points” of those areas.⁴ State law defines an “access point” as “the area within



a ten foot radius outside of any doorway, open window or air intake leading into” areas where smoking is prohibited.⁵ While this might restrict smoking immediately outside of park buildings, it does not apply throughout a park. Fortunately, Kansas law protects the ability of local units of government to adopt stronger measures to protect people from secondhand smoke.⁶ Many local jurisdictions in Kansas have adopted such policies, as seen on page 3.



Policy Elements

When considering a tobacco-free parks policy, you will need to determine what products are prohibited, where they will be prohibited, and what form the policy will take. Some tobacco-free park policies apply only to combustible tobacco products, such as cigars, pipes, and conventional cigarettes. Other policies go further and also prohibit the use of smokeless tobacco and electronic cigarettes.

Kansas tobacco-free policies also vary in the type of outdoor areas they cover. Some policies apply only to playgrounds. In contrast, other policies are comprehensive and apply to all outdoor areas owned by a city.

Finally, the policies can vary in terms of the forms they take. The most “official” policies are ordinances passed by an elected body such as a city council. These can be enforced through monetary penalties. Others are resolutions that may express the sentiment of a city council, but do not affirmatively prohibit tobacco use. Finally, some are policies passed administratively — for example, by the park department supervisor — that may lack formal enforcement procedures.

Please see the chart below for a list of tobacco-free parks policies in Kansas. This list is not meant to be comprehensive.

Park Policies

 PROHIBITED

 DISCOURAGED

 NOT PROHIBITED

 POSSIBLY ALLOWED

Jurisdiction	Product Status	Location	Exemptions	Penalty	Policy Type
Atchison County	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	County recreation facilities	None	Ejection	<u>Resolution</u>
Arlington RENO COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	All city-owned property	None	Ejection	<u>Ordinance</u>
Atchison ATCHISON COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	Within 25' of a playground	None	Not specified	Ordinance
Buffalo WILSON COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	Park at corner of Elm & Church Streets	None	Not specified	<u>Policy</u>
Buhler RENO COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	City-owned land and facilities	None	Possible ejection	<u>Policy</u>
Cheney SEDGWICK COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	City-owned outdoor recreation facilities	Cherry Oaks Golf Course	Ejection, graduated fines	<u>Ordinance</u>
Emporia LYON COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	Within 20' of city-owned playgrounds	Golf courses, disc golf courses	Ejection	<u>Ordinance</u>
Eudora DOUGLAS COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	City-owned outdoor recreation facilities	None	Ejection	<u>Ordinance</u>
Fredonia WILSON COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	City-owned outdoor recreation facilities	Allowed events	Ejection	<u>Resolution</u>
Garden City FINNEY COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	City-owned playgrounds	None	Not specified	<u>Ordinance</u>

Park Policies

 PROHIBITED

 DISCOURAGED

 NOT PROHIBITED

 POSSIBLY ALLOWED

Jurisdiction	Product Status	Location	Exemptions	Penalty	Policy Type
Great Bend BARTON COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	Recreation Commission-owned outdoor recreation facilities	None	Ejection	Recreation Commission Policy
Haven RENO COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	City-owned outdoor recreation facilities	None	\$50 fine	Ordinance
Hiawatha BROWN COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	City-owned parks & playgrounds	None	Not specified	Ordinance
Highland DONIPHAN COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	All city parks	None	Misdemeanor	Ordinance
Humboldt ALLEN COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	Spectator seating at specified locations	Designated parking areas	Not specified	Resolution
Hutchinson RENO COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	City parks	None	Possible ejection	Park Department Policy
Iola ALLEN COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	Riverside Park	Designated areas	Not specified	Ordinance
Junction City GEARY COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	City-owned outdoor recreation facilities	Designated areas	Compliance requested	Resolution
Kinsley EDWARDS COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	Within 25' of a playground	None	Not specified	Resolution
Lawrence DOUGLAS COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	Park Department property	None	Not specified	Park Department Policy

Park Policies

PROHIBITED

DISCOURAGED

NOT PROHIBITED

POSSIBLY ALLOWED

Jurisdiction	Product Status	Location	Exemptions	Penalty	Policy Type
Lecompton DOUGLAS COUNTY	COMBUSTIBLE TOBACCO SMOKELESS TOBACCO E-CIGARETTES	City parks	None	Not specified	<u>Resolution</u>
Lenexa JOHNSON COUNTY	COMBUSTIBLE TOBACCO SMOKELESS TOBACCO E-CIGARETTES	Specified city-owned properties & within 15' of those areas	None	Graduated fines	<u>Smoke-Free Ordinance</u>
Liberal SEWARD COUNTY	COMBUSTIBLE TOBACCO SMOKELESS TOBACCO E-CIGARETTES	Cooper Clark Park, Liberal Memorial Library grounds	None	Graduated fines	<u>Ordinance</u>
Lyndon OSAGE COUNTY	COMBUSTIBLE TOBACCO SMOKELESS TOBACCO E-CIGARETTES	City parks	Lawful parking areas	\$250 fine	<u>Ordinance</u>
Neodesha WILSON COUNTY	COMBUSTIBLE TOBACCO SMOKELESS TOBACCO E-CIGARETTES	City-owned outdoor recreation facilities	Designated parking areas	Asked to comply	<u>Resolution</u>
Nickerson RENO COUNTY	COMBUSTIBLE TOBACCO SMOKELESS TOBACCO E-CIGARETTES	City-owned outdoor recreation facilities	None	Not specified	<u>Ordinance</u>
Ottawa FRANKLIN COUNTY	COMBUSTIBLE TOBACCO SMOKELESS TOBACCO E-CIGARETTES	Park areas where children are present	Possibly "voluntary smoking areas"	None	<u>"Voluntary" resolution</u>
Princeton FRANKLIN COUNTY	COMBUSTIBLE TOBACCO SMOKELESS TOBACCO E-CIGARETTES	Park grounds & facilities managed by Recreation Board	None	Ejection	<u>Recreation Commission Policy</u>

Park Policies

 PROHIBITED

 DISCOURAGED

 NOT PROHIBITED

 POSSIBLY ALLOWED

Jurisdiction	Product Status	Location	Exemptions	Penalty	Policy Type
Sabetha BROWN/NEMAHA COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	City-owned parks, playgrounds & recreation areas	Sabetha City Lake, Pony Creek Lake	Graduated fines	<u>Ordinance</u>
South Hutchinson RENO COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	City-owned outdoor recreation facilities	None	Ejection, \$50 fine	<u>Ordinance</u>
Westwood Hills JOHNSON COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	City's public outdoor green space known as The Green	None	Not specified	Ordinance
Williamsburg FRANKLIN COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	City-owned outdoor recreation facilities	None	Ejection	<u>Resolution</u>
Woodbine DICKINSON COUNTY	 COMBUSTIBLE TOBACCO  SMOKELESS TOBACCO  E-CIGARETTES	City-owned park land, park facilities, & open space	None	Not specified	<u>Policy</u>

Drafting Your Policy

When drafting your policy, keep the following considerations in mind:

- **Include community-specific findings.** The policy should include community-specific findings, such as the results of cigarette butt cleanup projects or tobacco sales rates in your community.
- **Limit exemptions.** Exemptions can undermine the purpose of a law and complicate enforcement. For example, an exemption for designated smoking areas can confuse people visiting the park by making them think that smoking is allowed throughout the park.
- **Consider implementation.** Educate the public about a tobacco-free parks policy before it goes into effect. Use signage to notify the public of the new policy. The Kansas Department

of Health and Environment may provide tobacco-free signage at no cost to communities that have adopted tobacco and smoke-free policies.

- **Consider enforcement.** Determine the appropriate level of enforcement and procedure. Enforcement could be as simple as informing those violating the policy they are not in compliance, or it could be stronger, such as ejecting violators or levying monetary fines.

Additional Resources

The Public Health Law Center and the Kansas Department of Health and Environment Tobacco Use Prevention Program have resources that might be useful as you contemplate a tobacco-free parks policy in your community.

- Tobacco-Free Outdoor Areas. A web site featuring resources related to tobacco-free outdoor areas.
- Kansas-Specific Resources. A web site featuring resources on public health laws and policies in Kansas.
- Young Lungs at Play Toolkit. The 2018 Young Lungs at Play Toolkit contains materials to help you establish a tobacco-free park or playground.

This publication was prepared by the Tobacco Control Legal Consortium, a program of the Public Health Law Center at Mitchell Hamline School of Law, St. Paul, Minnesota, and was made possible with support from the Kansas Department of Health and Environment and Blue Cross Blue Shield of Kansas.

The Public Health Law Center provides information and legal technical assistance on issues related to public health. The Center does not provide legal representation or advice. This document should not be considered legal advice.

Endnotes

- 1 See, e.g., Xisca Sureda et al., *Secondhand Tobacco Smoke Exposure in Open and Semi-Open Settings: A Systematic Review*, 121 ENVIRONMENTAL HEALTH PERSPECTIVES 766 (2013), <https://ehp.niehs.nih.gov/doi/pdf/10.1289/ehp.1205806>.
- 2 See, e.g., Kathleen M. Register, *Cigarette Butts as Litter — Toxic as Well as Ugly*, <http://www.longwood.edu/cleanva/ciglit-terarticle.htm>.
- 3 See, e.g., Tobacco Free Youth Recreation, University of Minnesota Tobacco-Free Parks and Recreation Research Study, <http://www.tobaccofreeparks.org/research.html>.
- 4 Kan. Stat. Ann. § 21-6110(a) (2017).
- 5 Kan. Stat. Ann. § 21-6109(a) (2017).
- 6 Kan. Stat. Ann. § 21-6114 (2017).

RESOLUTION NO. R-19-37

A RESOLUTION TO APPROVE THE CITY OF COFFEYVILLE PUBLIC SERVICE DEPARTMENT TOBACCO-FREE PARKS POLICY.

WHEREAS, secondhand smoke poses a health risk not just in indoor areas, but also outdoor areas, and

WHEREAS, tobacco products and associated smoking delivery devices used in proximity of children, youth and adults engaging in or watching recreational activities in unhealthy and detrimental to the health of others; and

WHEREAS, parks are healthy places for youth, families and community; and

WHEREAS, the City of Coffeyville Public Service Department is committed to the quality of life for all residents.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor be and is hereby authorized and directed to execute the Public Service Department Tobacco-Free Parks Policy to be effective July 1, 2019.

ADOPTED THIS 11th day of June, 2019.

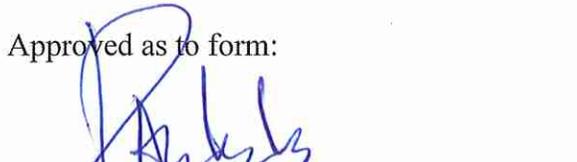


Paul Bauer, Mayor

Attest:


Cindy Price, City Clerk

Approved as to form:


Paul Kritz, City Attorney



Public Service Department

TOBACCO-FREE PARKS POLICY

Policy Statement

The City of Coffeyville, Public Service Department is committed to the quality of life for all residents, therefore we believe that:

1. Tobacco products and associated smoking delivery devices used in proximity of children, youth and adults engaging in or watching recreational activities is unhealthy and detrimental to the health of others.
2. Parks are healthy places for youth, families and community. CPSD has a unique opportunity to create and sustain an environment that discourages tobacco use and promote a positive role model for youth.
3. Smoke free parks reduce litter and pollution. Tobacco products once consumed in public spaces are often discarded on the ground thus posing a risk of ingestion by toddlers, pets and wildlife and causing a land and water pollution problem.

Tobacco-Free Facilities

The City of Coffeyville, Public Service Department does not allow the use of tobacco products or smoking delivery devices on CPSD operated, programmed or leased lands including but not limited to, park and recreation facilities, athletic fields, dugouts, sidelines and bleachers, dog parks, cemeteries, open spaces, hiking/biking trails, pools, park shelters, playgrounds, restrooms and concession stands. Special emphasis given to youth and children playgrounds.

Definitions

Smoking delivery devices are defined to include but are not limited to any lighted, unlighted or electronic cigarette, cigarillo, cigar, pipe, hookah or vape pen device that delivers tobacco products, nicotine or other substances to the person from the device, and any cartridge or other component of the smoking device or related product.

Tobacco products include any smokeless, spit or spit-less, dissolvable, absorbable, inhaled, exhaled or snorted products that consist of natural or synthetic vegetation, chemicals or derivatives, herbs, and all tobacco, nicotine or other lighted or vaporized substances. This definition of tobacco products does not include drugs, devices, or combination products (e.g. over-the-counter skin patches, chewing gum, lozenges or other prescription-only nicotine replacement products) approved for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

Commitment to Compliance

Appropriate signage will be purposefully placed targeting areas with greatest public gathering with emphasis at youth and children playgrounds. Internal and external user groups, organizations and individuals that utilize CPSD facilities will be asked to commit to enforcing this policy and educate their coaches, officials, volunteers, participants, invitees and spectators. Public Service staff will periodically observe areas for compliance and take opportunities to provide ongoing community education.

Adaption and Implementation

Policy Recommendation Date: June 11, 2019

Policy Adoption Date: Coffeyville City Commission June 11, 2019

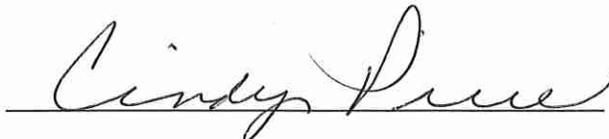
Policy Implementation Date: July 1, 2019

Adopted this 11th day of June, 2019.



Paul Bauer, Mayor

ATTEST:



Cindy Price, City Clerk





SMOKE-FREE POLICIES IN KANSAS PUBLIC HOUSING



The Issue

Adopting smoke-free policies in multi-unit housing has many benefits. These benefits include: a healthier, cleaner, and safer living and work environment; reduced risk of fire and smoke-related property damage; cost savings because of lower cleaning expenses and reduced insurance premiums; fewer complaints from residents; and market demand.

Because of these benefits, several laws and policies limit smoking in Kansas public housing authorities (PHAs). However, these laws and policies may use different terminology and may apply to different settings. Additionally, some public housing residents may not experience the benefits of smoke-free living until mid-year 2018. As a result, not everyone who



lives in public housing in Kansas is experiencing the full benefits of strong smoke-free protections. Consequently, Kansas PHAs may wish to consider adopting their own comprehensive smoke-free policy that provides protections over and beyond the U.S. Department of Housing and Urban Development's (HUD) final rule to restrict smoking in public housing. This fact sheet is intended to be a resource for Kansas PHAs considering such policies but should not be considered lobbying or advice from an attorney that can represent you.

Existing Laws

HUD's final rule to restrict smoking in public housing went into effect on February 3, 2017. This rule requires PHAs administering public housing to adopt a smoke-free policy by July 30, 2018. The policy must prohibit the use of "prohibited tobacco products" in all indoor areas, including individual living units, common areas, administrative office buildings, and outdoor areas within 25 feet of those areas. The rule does not apply to section 8 properties, mixed-finance properties, or tribal housing and does not prohibit the use of electronic cigarettes. These are minimum requirements, and PHAs are allowed to go beyond the requirements of the HUD rule.

The Kansas Indoor Clean Air Act also restricts smoking in several locations that may be owned or administered by PHAs. Under this law, smoking is prohibited in "restrooms, lobbies, hallways and other common areas in public and private buildings, condominiums and other multiple-residential facilities." Smoking is prohibited in many other areas that can be found in public housing, including offices, stairwells, elevators, and "within a ten foot radius outside of any doorway, open window or air intake" of an area where smoking is prohibited. This law does not apply to private residences and does not prohibit the use of electronic cigarettes. As a result of these provisions, Kansas PHAs must prohibit smoking in common areas of any multi-unit housing complex and within ten feet of interior areas.

Finally, many Kansas PHAs already have their own smoke-free policies in place. The American for Nonsmokers' Rights Foundation (ANRF) has identified eleven Kansas PHAs with policies that restrict smoking to some extent. HUD has created a similar list that identifies fifteen Kansas PHAs. According to ANRF, the PHAs in Belleville, Douglas County, Junction City, Kinsley, Lawrence, and South Hutchinson are identified as having all units smoke-free. It is important to note that just because a PHA has a smoke-free policy in place does not mean it is compliant with the HUD rule. For example, if a PHA had a 15-foot setback rather than a 25-foot setback, it would not be compliant.



Going Further

Kansas PHAs can consider going further than the requirements of the HUD rule and the Kansas Indoor Clean Air Act by including electronic cigarettes and outdoor spaces. Kansas law specifically permits city and county governments to adopt stronger smoke-free laws. If a PHA were not willing to declare the entire grounds to be smoke-free, it could consider declaring some outdoor areas to be smoke-free. These could include playgrounds, swimming pools, or other areas that might be frequented by children. Additionally, many PHAs also administer other types of subsidized housing programs, such as Section 8 or mixed-finance properties. If PHAs are already going through the smoke-free policy adoption process for their public housing units, they may also wish to make their entire portfolio of housing smoke-free or be part of coalitions working to make market-rate apartments smoke-free as well.

Implementation

Spending time on the front end of adopting a smoke-free policy can lead to smoother implementation and resident buy-in. PHA staff can conduct a survey of residents to show resident demand and let residents know a policy is being considered. Developing an enforcement plan that includes requirements for signage, staff training, resident education, and cessation support and services can also help aid enforcement. Once a policy is in place, it is important that it be enforced in a timely, uniform, and consistent manner. In February 2017, HUD published [guidance](#) on instituting and enforcing smoke-free public housing policies.

Additional Resources

The Public Health Law Center has prepared several resources that may be helpful for Kansas PHAs considering smoke-free policies:

- [HUD's Rule to Restrict Smoking in Public Housing: An Overview](#). Provides answers to commonly asked questions about HUD's rule for smoke-free public housing.
- [Smoke-Free Public Housing: Reasonable Accommodations](#). Kansas PHAs considering smoke-free policies may receive accommodation requests from smokers. This fact sheet explains the legal framework for, and highlights a number of considerations to assist PHAs with, smoke-free reasonable accommodation requests.
- [Model Smoke-Free Lease Addendum](#) and [Model Smoke-Free House Rules Policy](#). These documents are for multi-unit housing in general and are not specific to PHAs. They can, however, be used for guidance.
- [Public Health Law Center's web site for PHAs](#).
- [HUD's Smoke-Free Public Housing web page](#). Includes resources to assist PHAs and residents with going smoke-free.

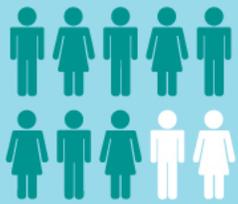
This publication was prepared by the Tobacco Control Legal Consortium, a program of the Public Health Law Center at Mitchell Hamline School of Law, St. Paul, Minnesota, and was made possible with funding from the Kansas Department of Health and Environment.

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TOBACCO USE AND SECONDHAND SMOKE EXPOSURE IS HIGH IN MULTIUNIT HOUSING



- About **80 million (1 in 4) people in the US live in multiunit housing**, such as apartments.



- Many who live in public housing are especially affected by secondhand smoke, **including children, the elderly, and people with disabilities.**

- About **8 in 10 multiunit housing residents** choose to make their own homes **smoke-free.**



- About **20 percent of adults in multiunit housing use combustible tobacco products**, which are a source of secondhand smoke exposure.



Among multiunit housing residents with smoke-free home rules, **34 percent** report that secondhand smoke involuntarily enters their homes from somewhere else in or around the building.

There is **no safe level** of **secondhand smoke exposure**



Secondhand smoke can **travel within multiunit housing** and common areas through **doorways, cracks in walls, electrical lines, ventilation systems and plumbing.**



Opening windows and using fans **does not completely remove secondhand smoke.**



Heating, air conditioning and ventilation systems **cannot eliminate exposure to secondhand smoke.**

WELCOME TO OUR

TOBACCO-FREE SCHOOL

NO SMOKING
VAPING
DIPPING



For help quitting, call 1-800-QUIT-NOW or visit KSQuit.org.



Park Board Minutes

October 7th, 2019

5:30 P.M.

- I. Call to order by president Jim Hogan
 - a. Board Members present: Mark Coder, Anita Chappuie, Jim Hogan, Barb Beurskens, Mardie Long, Molly Reynolds
 - b. Board Members not present: Alix Oreck, Todd Young, Alex Moore, Val DeFever
- II. It was moved by Mark Coder to approve the minutes of September 3, 2019 meeting and seconded by Anita Chappuie. Motion Carried.
- III. New Business
 - a. Montgomery County Wellness Coalition Tobacco Free Parks – update and recommendation to the city commission from the park board
 - i. Barb Beurskens read an email from Kristie Hawley: The IHS Jag-K Program’s RESIST Chapter held a second park scan on Wednesday, October 2. This comes 4 weeks after the initial scan of the area. The areas focus remained the same as the last scan from the rock building by the dinosaur to the carousal and all the park area in between these locations. The largest concentration of butts in one area was located on the west side by the picnic tables under the tree with the second largest concentration in a small area being inside the play area where the fire truck jungle gym play area is. There were large amounts of butts on the east side by the parking spots. Areas of concentration of butts could be found throughout the park and next to or in the play areas and under the slides. In total this time 232 butts were removed from the area and disposed of.
 - ii. She then said they were seeking a recommendation to take to the city commission of removing smoking from the entire park area.
 - iii. Mark suggested just limiting the no smoking area to the playground area and the zoo, but not the entire park because when people rent buildings, they will want to smoke in those areas. Mardie and Anita voiced agreement. Mark made a motion for smoking to be banned in the park playgrounds and zoo including kiddie land and concession stand area, Mardie seconded. Motion carried.
- IV. Old Business - none reported.
- V. Staff and Committee Reports
 - a. Livestock catch pen – The bids were received and Barb accepted the bid by Gary Fraizer fencing because it came in about \$15,000 dollars lower than the rest.
 - b. Cougar escape – Tink, the cougar, escaped through a hole next to the cliff where a tree had been and then fell, when the tree fell, it caused the rock on the backside to fall away. She got out and went across the sidewalk and up on the ravine. The park and zoo staff followed the protocols that were in place by evacuating the zoo, locking the gates, calling the Independence Police Department, and calling Dr. Cooper. When everyone was there, they paired people off and every couple had a gun (either a tranquilizer or rifle) with the instructions to only shoot if there was danger as they preferred to tranquilize her. They found her after about an hour to an hour and a half after they moved her door to her nighttime pen and she heard it and came out, she was

tranquilized and returned to her exhibit safely. Barb wants to have an engineer come and look at the exhibit to make sure this doesn't happen again. She will have to stay in her upper exhibit until this is done.

- c. Ravine Bridge – It is now a wooden bridge and construction is finished. Railings are out for bid, because the catch pens bid was so low there is extra money that can be used on a different project.
 - d. Playground – Maybe in November, can install the new big swing set and border and playground mulch.
- VI. Other Concerns of the Board
- a. Barb has been working with Melissa Small to plan out gardens that are pretty but easier to maintain because there isn't a full time gardener and the current flower beds are a lot of maintenance.
- VII. Upcoming and Past Activities
- a. Zoolloween – October 12th
 - b. Christmas in the Park – December 7th
- VIII. Adjournment – It was moved by Molly, Anita seconded. Motion carried.

Approved by : _____, President

Date: _____

ARTICLE II. - AIR POLLUTION

DIVISION 1. - GENERALLY

Secs. 42-26—42-35. - Reserved.

DIVISION 2. - SMOKING

Sec. 42-36. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Public meeting includes all meetings open to the public.

Public place means enclosed indoor areas open to the public that are used by the general public, including, but not limited to, restaurants, retail stores, public means of transportation, passenger elevators, health care institutions, or any other place where health care services are provided to the public, educational facilities, libraries, courtrooms, state, county, or municipal buildings, restrooms, grocery stores, school buses, museums, theaters, auditoriums, arenas, and recreational facilities.

Smoking means possession of a lighted cigarette, cigar, or pipe, or any other lighted smoking equipment.

(Ord. No. 3531, 7-3-87)

Cross reference— Definitions generally, § 1-2.

Sec. 42-37. - Penalty.

Violations of this division by any person shall be punishable by a fine of not more than \$20.00 for each violation.

(Ord. No. 3531, 7-3-87)

Sec. 42-38. - Restricted in public places.

No person shall smoke in a public place or at a public meeting except in designated smoking areas in the city. Smoking areas may be designated by the proprietors or other persons in charge of public places, except in passenger elevators, school buses, public means of transportation, and any other place in which smoking is prohibited by the fire marshal or other law, ordinance or regulation.

(Ord. No. 3531, 7-3-87)

Sec. 42-39. - Designation of smoking areas.

Smoking areas may be designated only in areas with ventilation systems or barriers may be utilized to minimize the toxic effect of smoke to adjacent nonsmoking areas. The proprietor shall post or cause to be posted in conspicuous places signs that clearly state that smoking is prohibited by city ordinance in those areas where smoking is not allowed. The proprietor shall also post or cause to be posted in any designated area signs stating that smoking is permitted in such area. The proprietor shall also designate the percentages of certain areas in public places which shall be posted and designated as smoking areas.

(Ord. No. 3531, 7-3-87)

Secs. 42-40—42-60. - Reserved.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 23, 2020

Department Public Works - Street

Director Approval Mike Passauer

AGENDA ITEM Consider authorizing applying for a grant to replace the Cherry Street Bridge under KDOT's Off-System Bridge Program.

SUMMARY RECOMMENDATION Authorize the application.

BACKGROUND On July 13, 2020 the City received notification about a potential grant program under their Off-System Bridge Program. The deadline to apply is August 31, 2020. Staff met with TranSystems and discussed the potential of applying for replacement of the Cherry Street Bridge. This bridge was constructed in 1930, and in 2011 the City applied for a grant to replace this bridge and the grant was not received. This bridge is part of the Whiskey Creek drainage system and replacement of this bridge represents an opportunity to address another section of this tributary.

As indicated in the attached notification, this is a Federal Program and the participation will be 80 percent (80%) federal (up to \$1M) and 20 percent (20%) local for Construction and Construction Engineering. The local agency will be responsible for any Construction and Construction Engineering cost over the \$1M maximum as well as 100 percent (100%) of the design, right of way acquisition, utility relocation, and any non-participating cost.

BUDGET IMPACT The grant is for Federal Fiscal Year 2022, which begins October 1, 2021. If awarded, the City's share of this grant, estimated at \$111,798, would be funded from the Special Use Sales Tax – Street and Sidewalks Fund and Economic Development/Transportation Fund.

SUGGESTED MOTION I move to authorize applying for a grant to replace the Cherry Street Bridge under KDOT's Off-System Bridge Program.

SUPPORTING DOCUMENTS

1. KDOT Notification of the Off-System Bridge Program – Federal Fiscal Year 2022
2. Off-System Bridge Application
3. Cost Estimate
4. Aerial



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

Julie L. Lorenz, Secretary
Michael J. Stringer, P.E., Chief

Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
<http://www.ksdot.org>
Laura Kelly, Governor

BLP Memo 20-04

DATE: 7/13/2020

MEMO TO: County Engineers/City Engineers/Road Supervisors/Highway Administrators/Public Works Directors and Consultants

FROM: Michael J. Stringer, P.E., Chief
Bureau of Local Projects

SUBJECT: OFF-SYSTEM BRIDGE PROGRAM - FEDERAL FISCAL YEAR 2022

The Kansas Department of Transportation (KDOT) is issuing a call for projects for its Off-System Bridge Program. Projects selected will be programmed for letting in Federal Fiscal Year (FFY) 2022, which begins October 1, 2021.

Federal law and regulations require that a specific portion of a state's apportionment of Surface Transportation Program (STP) funds be used for replacement or rehabilitation of eligible bridges located on roads that are not on the federal-aid system. To comply with this requirement, KDOT has established the Off-System Bridge Program. The federal funds for this program, approximately \$8 million annually, are set aside prior to distribution of the remaining apportionment to Local Public Agencies (LPAs). KDOT will cap the federal funds awarded for this program at one million dollars per project. The program is competitive, and funds are awarded through an application process. Projects will be selected for the FFY 2022 program from the applications received from this announcement.

ELIGIBILITY

- The bridge must be located on a road functionally classified as a rural minor collector, rural local, or urban local.
- The bridge must have a current NBI inspection report.

PARTICIPATION - This is a Federal Program and the participation will be 80 percent (80%) federal (up to \$1M) and 20 percent (20%) local for Construction and Construction Engineering. The local agency will be responsible for any Construction and Construction Engineering cost over the \$1M maximum as well as 100 percent (100%) of the design, right of way acquisition, utility relocation, and any non-participating cost.

This program information is also available in the *Local Program Opportunities Guide* located at <http://www.ksdot.org/Assets/wwwksdotorg/bureaus/burLocalProj/BLPDocuments/LPOGuide.pdf>.

LOW-COST BRIDGE OPTIONS

- 1) Low-cost bridge design options will be allowed if the following conditions are met:
 - The bridge is located on a road functionally classified as a Local Road.
 - Traffic volume is less than or equal to 100 vpd.
 - The approach roadway is a two-wheel path road.
 - Roadway surface on approaches is gravel, sand or dirt.
 - Maximum length of bridge is 100 feet.
 - The new structure shall be no less than 24 ft. wide
 - Bridge is not located on or adjacent to a curve or intersection.
 - A Type 3 object marker shall be installed at each end of the bridge rails.

- 2) Local Projects Low-Cost Bridge Standards are available for download at <https://kart.ksdot.org/>

PROCEDURE - Interested Officials may submit an application to the Bureau of Local Projects for consideration for the Off-System Bridge Program. To be considered for a FFY 2022 Off-System Bridge Project you must adhere to the following procedures:

- Completely fill out the attached Application form. Form is also available on-line at: <http://www.ksdot.org/Assets/wwwksdotorg/bureaus/burLocalProj/BLPDocuments/1332%20Application.xlsx>
- Attach a map of the location.
- Submit all documents by the **August 31, 2020** deadline.

TIME AND CYCLE - Proposals for the FFY 2022 program must be submitted to the Kansas Department of Transportation and postmarked by **August 31, 2020**. Submissions will be accepted electronically at KDOT.LPePlans@ks.gov or by mail at KDOT, 700 SW Harrison St, Bureau of Local Projects, 3rd Floor West, Topeka, KS 66603-3745. We anticipate the announcement of the approved projects by the end of September 2020. After this announcement, the LPAs will be required to process a Request for Construction Project (KDOT Form 1302). A schedule will be developed after receipt of the KDOT Form 1302 in order to advance the project to a timely bid letting.

CONTACT PERSON - If further information is needed to complete the application, please contact either:

- Colby Farlow at (785) 296-3861 or by email at: Colby.Farlow@ks.gov or
- Kent Anschutz at (785) 296-3861 or by email at: Kent.Anschutz@ks.gov

Sincerely,



Michael J. Stringer, P.E., Chief
Bureau of Local Projects

c: Director, Division of Engineering and Design
Kansas Association of Counties
League of Kansas Municipalities

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

OFF-SYSTEM BRIDGE PROGRAM APPLICATION

Program Fiscal Year:	2022
Submittal Date:	July, 2020

1. General Applicant Information:

Name of Local Public Agency (LPA):	City of Independence, Kansas
County of Project Location:	Montgomery
Primary Contact Name and Title: <i>(should be an elected official or employee of LPA)</i>	Kelly Passauer
Contact Address:	811 West Laurel Street
Phone Number:	620 332 2500
Email Address:	kellyp@independencesks.gov

2. Project location and Description:

NBI (15 digit) Structure Number:	513550530000827
LPA Bridge ID:	Cherry Street Bridge
Functional Classification:	Rural Local
Alternate Route Length (miles):	2.5 Miles
Estimated Average Daily Traffic (ADT):	25
Perecent ADT Comprised of Heavy Trucks: <i>(School buses, tractor trailers, trash trucks, etc.)</i>	10%
Project Length (miles):	0.1
Is the replacement bridge a Low-Cost Bridge:	No
Are multiple Off-System Bridge Applications being submitted? If so, prioritize this application <i>(Example: 1 of 3)</i>	No

Answer yes or no to each of the following about the current bridge.

Fracture Critical:	No	NBI Item 70 is At/Above Legal Loads:	No
Shoo-fly detour:	No	Cribbed:	No
On a dead end road: <i>(only one way in and out)</i>	No	Closed:	No

Project Location:

Cherry Street Bridge Crossing Whiskey Creek in Independence, Kansas

OFF-SYSTEM BRIDGE PROGRAM APPLICATION

Project Scope and Justification (explain why the bridge is a priority for the LPA):	
Bridge rating is 33. Bridge is due for full replacement due to condition. It is proposed to replace existing structure with a larger box culvert. The existing structure is in poor condition and is often overtopped.	

3. Project Cost

Project Cost Estimate				
	<i>Participating</i>	<i>Non-Participating</i>		<i>Total</i>
CE (Inspection)	\$ 42,000.00		\$	42,000.00
Construction Total	\$ 280,000.00	\$ -	\$	280,000.00
Bridge	\$ 185,000.00	\$ -	\$	185,000.00
Grading	\$ 95,000.00	\$ -	\$	95,000.00
Inflation Amount at 4.5% / year	\$ 61,991.00	\$ -	\$	61,991.00
Total Estimated Project Cost	\$ 383,991.00	\$ -	\$	383,991.00

Program Maximum Award:	\$ 1,000,000.00
Local Share Percentage:	20%
KDOT Share Percentage:	80%

Local Match (20%)	\$ 76,798.20
Local Match over the Max	\$ -
Total Local Share	\$ 76,798.20
Total Requested from KDOT	\$ 307,192.80

4. Coordination

Coordination Information:
Describe any known KDOT or other projects that may need coordination:

Attachment Checklist:

- a. Project Map

Completed applications should be emailed to:

KDOT.LPePlans@ks.gov

To confirm receipt, if you do not receive an email response, please follow up with a call to the Bureau of Local Projects at (785) 296-3861.



**Opinion of Probable Construction Cost
 City of Independence
 Cherry Street Bridge
 Bridge Replacement Project**

ITEM NO.	PARTICIPATING BID ITEM	UNIT	UNIT BID PRICE	QUANTITY	COST
					#VALUE!
	Br 513550630000827				
1	Mobilization	LSUM	\$15,000.00	1.0	\$ 15,000.00
2	Demolition	LSUM	\$20,000.00	1.0	\$ 20,000.00
3	Structure Replacement	LSUM	\$150,000.00	1.0	\$ 150,000.00
4	Channel Improvements	LSUM	\$65,000.00	1.0	\$ 65,000.00
5	Grading	LSUM	\$15,000.00	1.0	\$ 15,000.00
6	Roadway(gravel)	LSUM	\$10,000.00	1.0	\$ 10,000.00
7	Traffic Control	LSUM	\$5,000.00	1.0	\$ 5,000.00
	Subtotal				\$ 280,000.00

Construction \$ 280,000.00
Design \$ 35,000.00
Inspection \$ 42,000.00
Estimated Total \$ 357,000.00

07/20/2020 Cost Estimate for Cherry Street Bridge Replacement

Description	Total	KDOT	City
Construction	\$ 280,000.00	\$ 224,000.00	\$ 56,000.00
Design	\$ 35,000.00		\$ 35,000.00
Inspection	\$ 42,000.00	\$ 33,600.00	\$ 8,400.00
Inflation Adjustment	\$ 61,991.00	\$ 49,592.80	\$ 12,398.20
Total	\$ 418,991.00	\$ 307,192.80	\$ 111,798.20



825

W CHERRY ST

S 19TH ST



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 23, 2020

Department Utilities

Director Approval Terence Lybarger

AGENDA ITEM Consider options for modifications to the filter building as part of Phase II of the Water Treatment Plant project.

SUMMARY RECOMMENDATION Approve the modifications included in Option 2.

BACKGROUND A Preliminary Engineering Report (PER) was developed in 2017 that outlined proposed improvements to the water treatment plant. Improvements discussed included modifications to the existing filter building. The existing filter building includes administration space consisting of an office, laboratory, restroom/locker room, and treatment process space with chemical feed equipment and filters. The current administration space has a small entry and no breakroom area for staff to congregate for meetings or to eat during shifts in a space away from the office and laboratory. The 2017 PER presented two potential layout options that constructed an addition to the front of the building and reconfigured the existing administration space to add an entry, breakroom, and showers. Figures 1 and 2 show the options noted in the original PER from 2017. Figure 1 shows a stair entrance similar to the existing with shared restroom facilities and separate spaces for a locker room and breakroom. Figure 2 shows an ADA compliant ramp for building access, separate restrooms for men and women and a shared locker room/breakroom space. The 2017 PER included a preliminary look at potential layout options but did not include a detailed code or feasibility review. Once the Phase 2 work was initiated, it was determined that an ADA compliant entrance would be required. The options developed with the 2017 PER are shown for comparison of the internal space configurations.

BUDGET IMPACT This portion of the project is included in the \$3.100,000 State Loan.

SUGGESTED MOTION I move to approve option 2 modifications to the filter building as part of Phase II of the Water Treatment Plant project.

SUPPORTING DOCUMENTS Memo from PEC

MEMO



TO: City of Independence
811 West Laurel Street
Independence, KS 67301

ATTENTION: Terry Lybarger, Director of Utilities

FROM: Chuck Mitchell, PE

REFERENCE: Independence Water Treatment Plant
Filter Building Modifications

DATE: July 6, 2020

PROJECT NO.: 35-190768-001

PROJECT: Independence Water Treatment Plant
Phase 2 Improvements

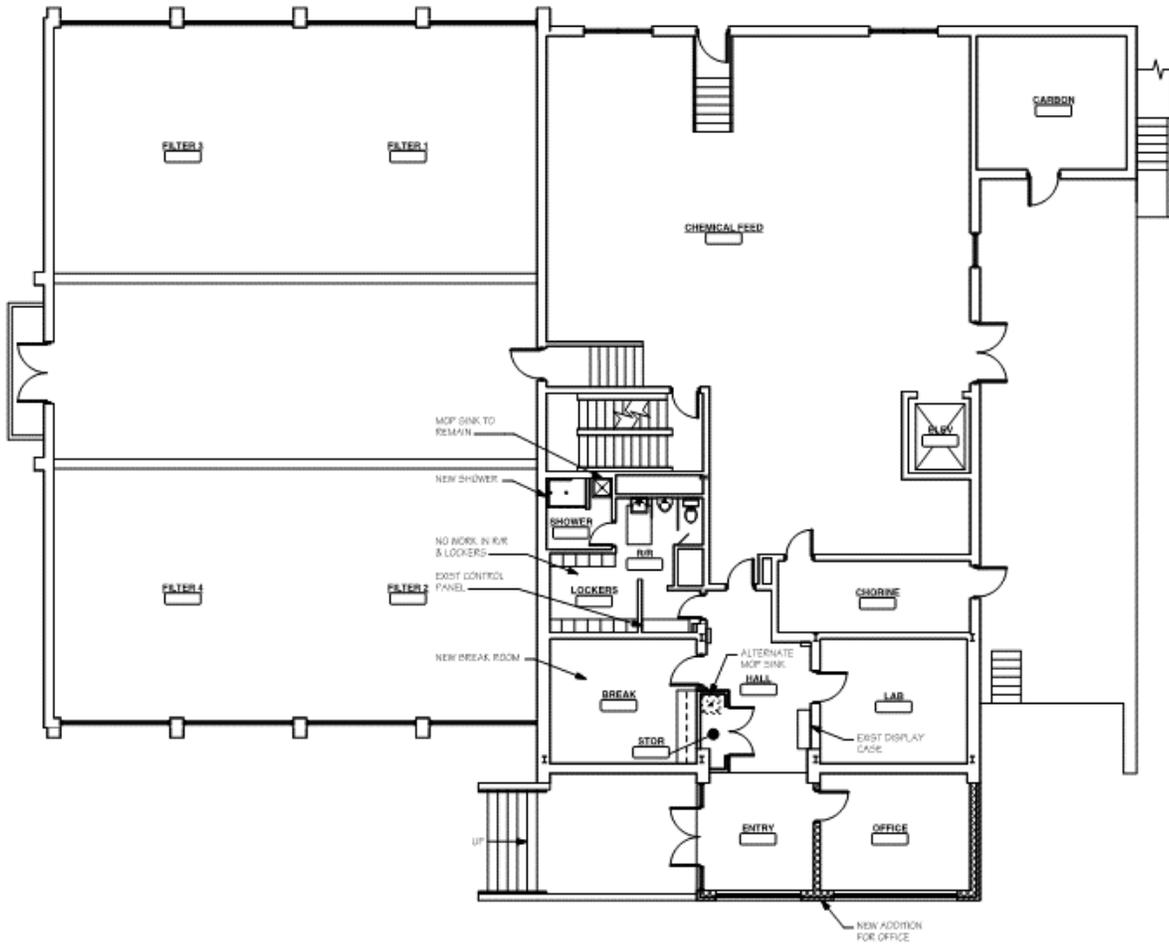
COPIES TO: Sarah Unruh

Please advise immediately of any misconceptions or omissions you believe to be contained herein.

Introduction

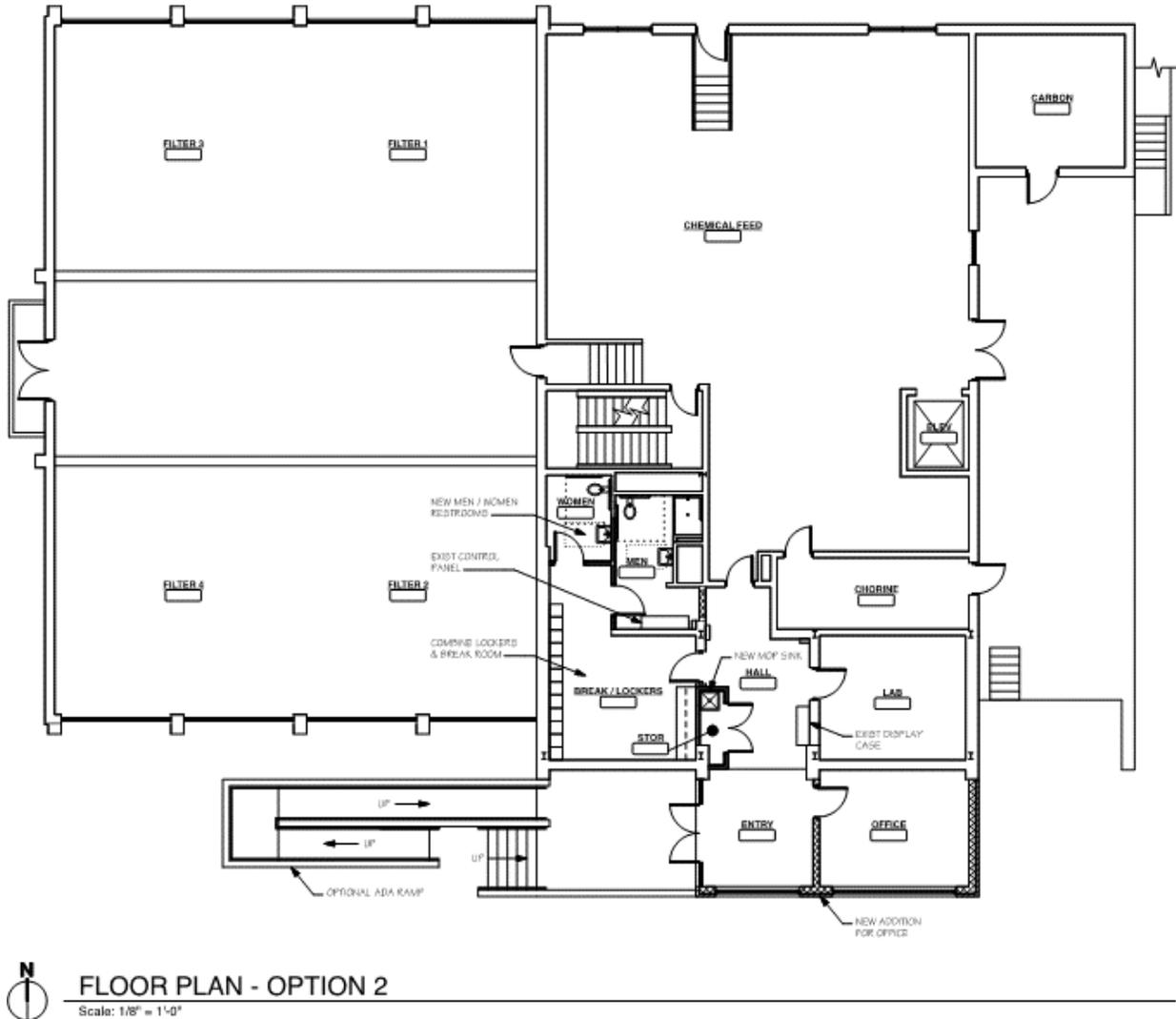
A Preliminary Engineering Report (PER) was developed in 2017 that outline proposed improvements to the water treatment plant. Improvements discussed included modifications to the existing filter building. The existing filter building includes administration space consisting of an office, laboratory, and restroom/locker room, and treatment process space with chemical feed equipment and filters. The current administration space has a small entry and no breakroom area for staff to congregate for meetings or to eat during shifts in a space away from the office and laboratory. The 2017 PER presented two potential layout options that constructed an addition to the front of the building and reconfigured the existing administration space to add an entry, breakroom and showers. Figures 1 and 2 show the options noted in the original PER from 2017. Figure 1 shows a stair entrance similar to the existing with shared restroom facilities and separate spaces for a locker room and breakroom. Figure 2 shows an ADA compliant ramp for building access, separate restrooms for men and women and a shared locker room/breakroom space. The 2017 PER included a preliminary look at potential layout options but did not include a detailed code or feasibility review. Once the Phase 2 work was initiated, it was determined that an ADA compliant entrance would be required. The options developed with the 2017 PER are shown for comparison of the internal space configurations.

Figure 1 – Original PER Option 1



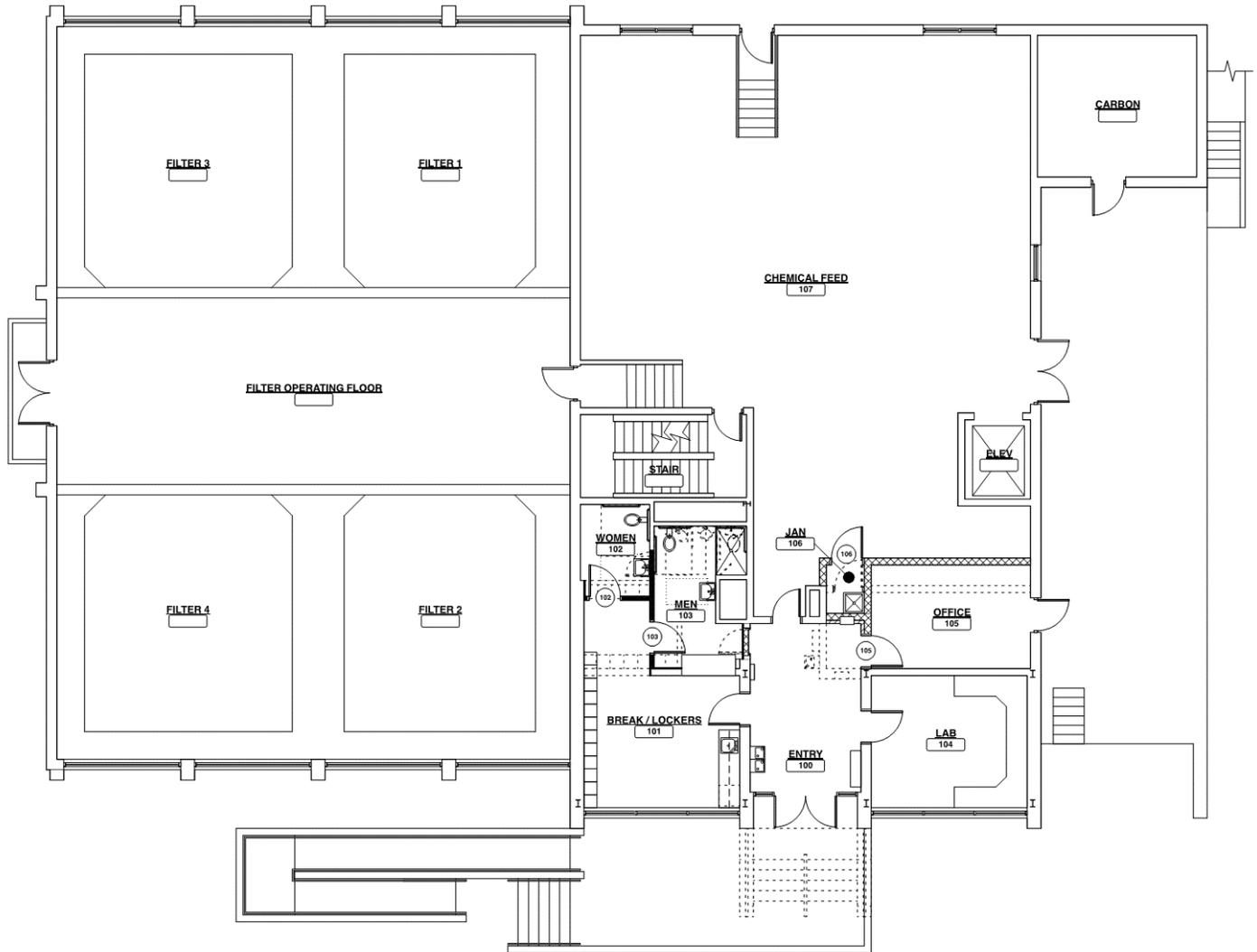
 FLOOR PLAN - OPTION 1
Scale: 1/8" = 1'-0"

Figure 2 – Original PER Option 2



Several of the improvements included in the 2017 PER were completed as a Phase 1 project in 2020. The remaining improvements designated for a Phase 2 project, including the filter building modifications. The Phase 2 improvements are currently in design and the Phase 2 scope of work is based on reconfiguring the existing administration space within the existing footprint to accommodate the requested spaces. A preliminary layout utilizing the existing building footprint is shown in Figure 3.

Figure 3 – Proposed Existing Building Reconfiguration



FLOOR PLAN

Scale: 1/8" = 1'-0"

During initial design discussions for the Phase 2 project, it was determined that the chlorine room space would need to be used for the new office area, and chlorine equipment would be relocated to the proposed new chemical feed building to work within the existing footprint. Staff has requested that the option of extending the building be revisited to accommodate the chlorine feed equipment in the current space.

This memo discusses the two options – utilizing only the existing footprint and constructing an addition to the front of the building to accommodate the requested spaces, including what is required with each option and preliminary construction cost estimates.

Filter Building Modifications

Both filter building modification options will require that current Americans with Disabilities (ADA) requirements be met within the renovated space. This will consist of a ramp as shown in Figure 2 above and doorway widths, restroom accommodations, etc. in the administration spaces as required by the ADA regulations.

Construction of a building addition will allow more long-term flexibility with the new spaces. It will keep the office at the front of the building which allows more distance from the process spaces and noise and provides viewing of the entrance for security and access to the public. If an addition is constructed the chlorine room will remain as is, and equipment will not require relocation. The concerns with the building addition are the limited space between the existing building and the curb to accommodate the addition, and the need to relocate existing utilities that are currently within the footprint of the proposed addition. Utilities that appear on as-built plans for the facility that may require relocation include a 6" building drain, 8" building sanitary sewer, 6" building water service, and possibly a finished water pipeline. The estimated construction cost range for the building addition is approximately \$225,000 to \$255,000. Relocation of utilities is estimated at approximately \$35,000 based on the available facility plans, but this could be greater depending on what is encountered. The total estimate for the building addition option is approximately \$260,000 to \$290,000.

Working within the existing space will limit long-term flexibility and will require that the chlorine room be used for administration space. This will require construction within the treatment process space which may hamper operational tasks for a time period. The new office space would be located within the current chlorine room space which would be farthest from the entrance and adjacent to the noise of the treatment process area. The estimated construction cost range for working within the existing footprint of the filter building is approximately \$180,000 to \$205,000. Relocation of the existing chlorine feed equipment to a new building is estimated to be approximately \$50,000. Total estimate for this option is approximately \$230,000 to \$255,000.



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE**

July 23, 2020

Department Safety & Code Enforcement

Director Approval David Cowan

AGENDA ITEM Consider setting the date of September 24, 2020, at 5:30 PM for public hearings to consider condemnation of the following structures as dangerous and unsafe:

1. 321 S. 19th Street
2. 409 S. 17th Street
3. 416 S. 18th Street
4. 509 N. 14th Street
5. 708 S. 16th Street
6. 813 S. 18th Street
7. 1101 W. Main Street
8. 1105 W. Main Street
9. 1217 N. 9th Street
10. 1529 W. Laurel Street

SUMMARY RECOMMENDATION City staff recommends setting a the date of September 24, 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. In addition, the Commission requested that the former trailer park at 1529 W. Laurel also be considered for condemnation.

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 September 24, 2020, at 5:30 p.m. for public hearings to consider condemnation of the following structures as dangerous and unsafe:

1. 321 S. 19th Street
2. 409 S. 17th Street
3. 416 S. 18th Street
4. 509 N. 14th Street
5. 708 S. 16th Street
6. 813 S. 18th Street
7. 1101 W. Main Street
8. 1105 W. Main Street
9. 1217 N. 9th Street
10. 1529 W. Laurel Street

SUPPORTING DOCUMENTS

1. Pictures
2. Resolutions
3. Letters

1. 321 S. 19th Street



RESOLUTION NO. 2020-044

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 23rd day of July 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: Block 3, Lots 17, Blooms Addition to the City of Independence, Montgomery County, Kansas

Common Address: 321 S 19th 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, **September 24, 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 23rd day of July 2020.

(SEAL)

Mayor

City Clerk



"Delivering Excellence"

July 06, 2020

Barbara Crozzer
517 S. 2nd
Independence, Ks. 67301

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on July 23, 2020, to set a date of September 24, 2020, to consider condemnation of the structure at 321 S. 19th Street as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on September 24, 2020, I need for you to communicate with me your intentions with the property.

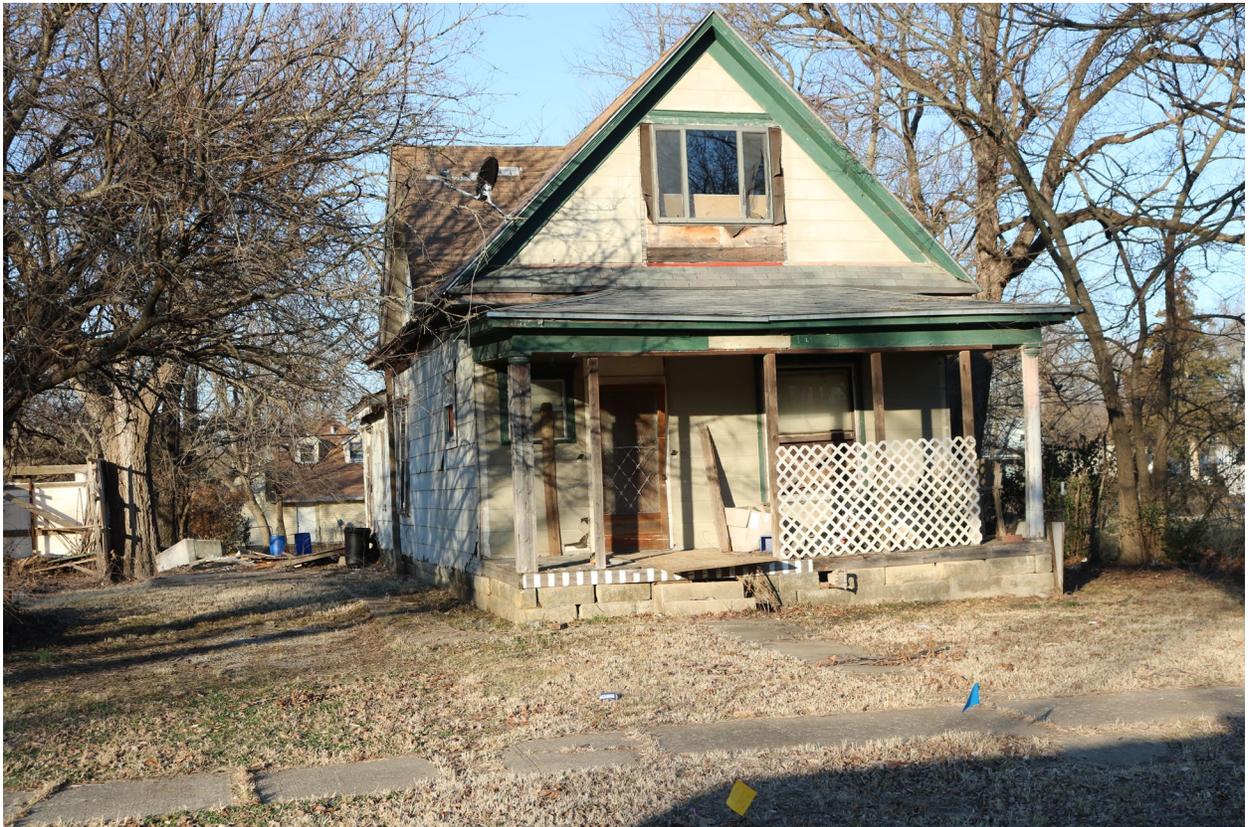
1. Do you plan to make repairs to the structure?
 - a. If yes, the City will need a timeline of repairs.
 - i. On a piece of paper, please provide information on who will be making the repairs and a timeline of completion of those repairs.
 - b. If no, you do not plan on making repairs to the house.
 - 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 July 23rd 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 July 23rd, it will be **very important** that you communicate or attend the September 24, 2020, meeting.

Please feel free to contact me at any time by calling 620-332-2528 or by email at davidc@independencesks.gov.

Thank You,

David Cowan, Building Inspector
City of Independence Kansas

2. 409 S. 17th Street



RESOLUTION NO. 2020-045

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 23rd day of July 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: Block 6, Lot 3, Blooms Addition to the City of Independence, Montgomery County, Kansas

Common Address: 409 S 17th 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, **September 24, 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 23rd day of July 2020.

(SEAL)

Mayor

City Clerk



"Delivering Excellence"

July 06, 2020

Iza Arce & Yusut Al-Bureni
409 S. 17th Street
Independence, Ks. 67301

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on July 23, 2020, to set a date of September 24, 2020, to consider condemnation of the structure at 409 So. 17th Street as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on September 24, 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 July 23rd 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 July 23rd, it will be **very important** that you communicate or attend the September 24, 2020, meeting.

Please feel free to contact me at any time by calling 620-332-2528 or by email at davidc@independenceks.gov.

Thank You,

David Cowan, Building Inspector
City of Independence Kansas

3. 416 S. 18th Street



RESOLUTION NO. 2020-046

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 23rd day of July 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: Block 6, Lot 10, Blooms Addition to the City of Independence, Montgomery County, Kansas

Common Address: 416 S 18th 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, **September 24, 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 23rd day of July 2020.

(SEAL)

Mayor

City Clerk



"Delivering Excellence"

July 06, 2020

Victoria Garcia
416 So. 18th Street
Independence, Ks. 67301

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on July 23, 2020, to set a date of September 24, 2020, to consider condemnation of the structure at 416 S. 18th Street as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on September 24, 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 July 23rd 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 July 23rd, it will be **very important** that you communicate or attend the September 24, 2020, meeting.

Please feel free to contact me at any time by calling 620-332-2528 or by email at davidc@independencesks.gov.

Thank You,

David Cowan, Building Inspector
City of Independence Kansas

4. 509 N. 14th Street



RESOLUTION NO. 2020-047

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 23rd day of July 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: Block 7, Lot 12, York and Wilsons Addition to the City of Independence, Montgomery County, Kansas

Common Address: 509 N 14th 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, **September 24, 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 23rd day of July 2020.

(SEAL)

Mayor

City Clerk



"Delivering Excellence"

July 06, 2020

Matthew Christie
815 N. 9th St.
Independence, Ks. 67301

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on July 23, 2020, to set a date of September 24, 2020, to consider condemnation of the structure at 509 N. 14th Street as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on September 24, 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 July 23rd 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 July 23rd, it will be **very important** that you communicate or attend the September 24, 2020, meeting.

Please feel free to contact me at any time by calling 620-332-2528 or by email at davidc@independencesks.gov.

Thank You,

David Cowan, Building Inspector
City of Independence Kansas

5. 708 S. 16th Street



RESOLUTION NO. 2020-048

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 23rd day of July 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 116, Glenwood Addition to the City of Independence, Montgomery County, Kansas

Common Address: 708 S 16th 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, **September 24, 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 23rd day of July 2020.

(SEAL)

Mayor

City Clerk



"Delivering Excellence"

July 06, 2020

Johnny Moore
708 S. 16th
Independence, Ks. 67301

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on July 23, 2020, to set a date of September 24, 2020, to consider condemnation of the structure at 708 S. 16th Street as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on September 24, 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 July 23rd 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 July 23rd, it will be **very important** that you communicate or attend the September 24, 2020, meeting.

Please feel free to contact me at any time by calling 620-332-2528 or by email at davidc@independencesks.gov.

Thank You,

David Cowan, Building Inspector
City of Independence Kansas

6. 813 S. 18th Street



RESOLUTION NO. 2020-049

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 23rd day of July 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: Block 17, Lots 3 and 4, Blooms Addition to the City of Independence, Montgomery County, Kansas

Common Address: 813 S 18th 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, **September 24, 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 23rd day of July 2020.

(SEAL)

Mayor

City Clerk



"Delivering Excellence"

July 20, 2020

Luella Green – Patricia Farley
2758 Haskell
Kansas City, KS 66104

To whom it may concern:

I am writing to inform you that the City of Independence will be asking the Commission on July 23, 2020, to set a date of September 24, 2020, to consider condemnation of the structure at 813 S. 18th Street as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on September 24, 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 July 23rd 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 July 23rd, it will be **very important** that you communicate or attend the September 24, 2020, meeting.

Please feel free to contact me at any time by calling 620-332-2528 or by email at davidc@independencesks.gov.

Thank You,

David Cowan, Building Inspector
City of Independence Kansas

7. 1101 W. Main Street



RESOLUTION NO. 2020-050

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 23rd day of July 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: Beginning 48.5 feet East of the Northwest corner of Lot 45, thence East 48.5 feet, then South 244 feet 10 inches, thence West 48.5 feet, thence North 244 feet 10 inches to the point of beginning, Westside Addition to the City of Independence, Montgomery County, Kansas

Common Address: 1101 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, **September 24, 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 23rd day of July 2020.

(SEAL)

Mayor

City Clerk



"Delivering Excellence"

July 06, 2020

True Vine Missionary Baptist Church
PO Box 90
Independence, Ks. 67301

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on July 23, 2020, to set a date of September 24, 2020, to consider condemnation of the structure at 1101 W. Main Street as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on September 24, 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 July 23rd 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 July 23rd, it will be **very important** that you communicate or attend the September 24, 2020, meeting.

Please feel free to contact me at any time by calling 620-332-2528 or by email at davidc@independencesks.gov.

Thank You,

David Cowan, Building Inspector
City of Independence Kansas

8. 1105 W. Main Street



RESOLUTION NO. 2020-051

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 23rd day of July 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: Beginning at a point 97 feet East of the Northwest corner of Lot 45, Westside Addition to the City of Independence, Montgomery County, Kansas, thence East 48.5 feet, thence South 140 feet, thence West 48.5 feet, thence North 140 feet to the place of beginning.

Common Address: 1105 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, **September 24, 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 23rd day of July 2020.

(SEAL)

Mayor

City Clerk



"Delivering Excellence"

July 06, 2020

True Vine Missionary Baptist Church
PO Box 90
Independence, Ks. 67301

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on July 23, 2020, to set a date of September 24, 2020, to consider condemnation of the structure at 1105 W. Main Street as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on September 24, 2020, I need for you to communicate with me your intentions with the property.

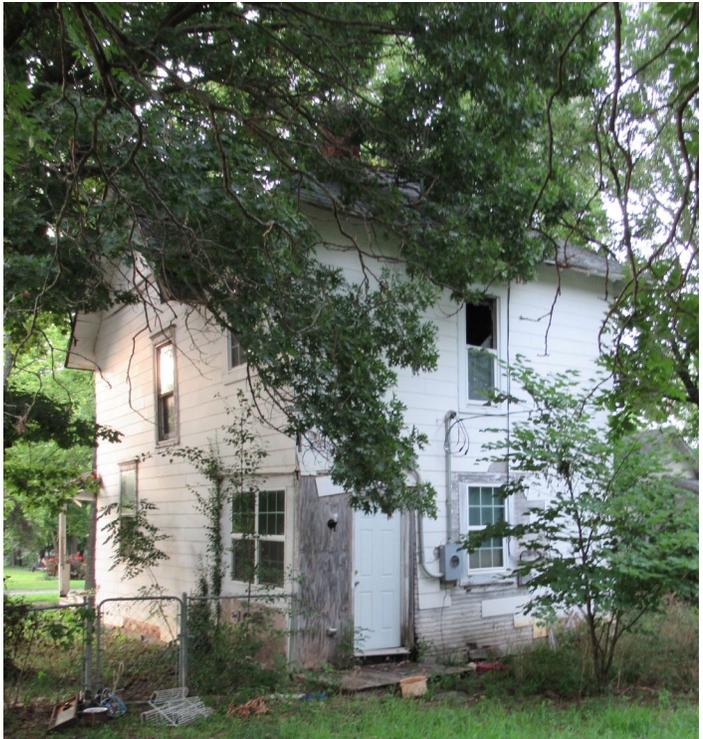
1. Do you plan to make repairs to the structure?
 - a. If yes, the City will need a timeline of repairs.
 - i. On a piece of paper, please provide information on who will be making the repairs and a timeline of completion of those repairs.
 - b. If no, you do not plan on making repairs to the house.
 - 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 July 23rd 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 July 23rd, it will be **very important** that you communicate or attend the September 24, 2020, meeting.

Please feel free to contact me at any time by calling 620-332-2528 or by email at davidc@independenceks.gov.

Thank You,

David Cowan, Building Inspector
City of Independence Kansas

9. 1217 N. 9th Street



RESOLUTION NO. 2020-052

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 23rd day of July 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: Block 3, Lots 1 and 2, Johnstons Addition to the City of Independence, Montgomery County, Kansas

Common Address: 1217 N 9th 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, **September 24, 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 23rd day of July 2020.

(SEAL)

Mayor

City Clerk



"Delivering Excellence"

July 06, 2020

Timothy Wills
1217 N. 9th
Independence, Ks. 67301

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on July 23, 2020, to set a date of September 24, 2020, to consider condemnation of the structure at 1217 N. 9th Street as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on September 24, 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 July 23rd 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 July 23rd, it will be **very important** that you communicate or attend the September 24, 2020, meeting.

Please feel free to contact me at any time by calling 620-332-2528 or by email at davidc@independenceks.gov.

Thank You,

David Cowan, Building Inspector
City of Independence Kansas

RESOLUTION NO. 2020-053

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 23rd day of July 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: Beginning 75 feet East of the Northwest corner of the NE/4 NW/4 NW/4 of Section 36, Township 32 South Range 15 East, City of Independence, Montgomery County, Kansas, thence East 152 feet, South 170 feet, East 353 feet, South 376 feet 4 inches, West 382 feet, North 216 feet 4 inches, West 123 feet, thence North to point of beginning, less right of way.

Common Address: 1529 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, **September 24, 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 23rd day of July 2020.

(SEAL)

Mayor

City Clerk



"Delivering Excellence"

July 13, 2020

Roseanna Jones
1320 N. Mt Carmel Circle
Wichita, Ks. 67203

Dear Roseanna:

I am writing to inform you that the City of Independence will be asking the Commission on July 23, 2020, to set a date of September 24, 2020, to consider condemnation of the structures at 1529 W. Laurel Street as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on September 24, 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.
 - c. If you desire to have the property cleared, please sign and notarize the attached release for the City to clear the lot.
2. If possible, I would like to inform the City Commission of your intentions on July 23rd 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 plans if you desire, or you can communicate with me, and I can inform them.
3. If I do not hear from you by July 23rd, it will be **very important** that you communicate or attend the September 24, 2020, meeting.

Please feel free to contact me at any time by calling 620-332-2528 or by email at davidc@independenceks.gov.

Thank You,

David Cowan, Building Inspector
City of Independence Kansas



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 23, 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 Commission at the June 25, 2020, meeting asked for some clarification on the Ordinance related distance of the disconnect and language in item (4). The Electrical Board met on July 13, 2020, and reviewed the Ordinance. A new or upgraded service that has greater than ten wire feet from the meter to the breaker panel shall have a disconnect. The disconnect must be within ten wire feet of the meter base. The NEC requires the disconnect to be on the same building with the meter. The wire feet from the disconnect to the breaker panel are not regulated, but NEC provides for the type of service wire and how it is installed to the breaker panel. The electrical board removed language in item (4) that required board approval.

BUDGET IMPACT There would not be any budget impact for this amendment to the code.

SUGGESTED MOTION I move to adopt ordinance 4332 amending the National Electric Code.

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 the 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.

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 23rd day of July, 2020.

LEONHARD CAFLISCH, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



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

Date

David Cowan, Bldg Inspector/Secretary



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 23, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider an agreement with Kansas #15 Limited Partnership authorizing the installation and maintenance of pole attachments in the City rights-of-way.

SUMMARY RECOMMENDATION Approve the agreement.

BACKGROUND Kansas #15 Limited Partnership has been working with the City Attorney to negotiate an agreement for placement of approximately eleven (11) communication devices on poles in the City rights-of-way to expand the capabilities and speed of the cellular network that serves U.S. Cellular in Independence.

BUDGET IMPACT The agreement provides for the following regarding payments to the City:

- An annual permit and license fee of \$270.00 for each C-RAN Facility installed within the Public Right of Way of the Licensor shall be paid to the Licensor by LICENSEE. LICENSEE shall pay the C-RAN Facility Permit Fee annually the 15th day following the month after each C-RAN Facility is installed within the public ROW.
- Upon execution and approval of this Agreement, LICENSEE shall pay to the Licensor a one-time application fee in the sum of \$500.00 for replacement pole and \$1,000.00 for new poles per pole to recover the Licensor's costs associated with the review and approval of this Agreement. The Licensor certifies that such application fee reimburses the Licensor for its reasonable, actual and verifiable cost of reviewing and approving this Agreement.

SUGGESTED MOTION I move to approve an agreement with Kansas #15 Limited Partnership authorizing the installation and maintenance of pole attachments in the City rights-of-way.

SUPPORTING DOCUMENTS

1. Agreement with US Cellular
2. Proposed locations for communication poles

POLE ATTACHMENT MASTER LICENSE AGREEMENT

This Pole Attachment Agreement ("Agreement") is made and entered into by and between City of Independence Kansas, a municipal corporation, having an address at 811 W. Laurel, Independence, KS 67301, hereinafter referred to as "Licensor," and Kansas # 15 Limited Partnership a Delaware limited partnership, having an address at Attention: Real Estate Department 8410 West Bryn, Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as "Licensee."

WHEREAS, Licensor is the owner of property located in the City of Independence, County of Montgomery, State of Kansas as described in Exhibit A attached hereto and incorporated by reference (the "Licensor's Public Right of Way").

WHEREAS, Licensee desires to occupy, and Licensor is willing to provide Licensee such Facilities (as hereinafter defined) on the Licensor's Public Right of Way for Licensee's use, as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1.1 **Permitted Installation.** LICENSEE may at LICENSEE's sole cost and expense and during the term of this Agreement, locate, construct, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Facilities subject to the terms and conditions of this Agreement. LICENSEE shall undertake and perform any work authorized by this Agreement in a skillful and workmanlike manner.

1.1.1 **Installation Specifications.** The installation of the Facilities shall be made in accordance with plans and specifications as may be approved by the Licensor and after obtaining all necessary permits for all work in the ROW and/or on Licensor property. Such approval review shall be made no later than sixty days (60) days from application date. The Parties understand and agree that Facilities outside of the Public ROW may require additional easements for underground fiber to connect to Network within Public ROW. Such additional easements shall be located so as not to interfere with the Licensor's use of its property. For each installation of Facilities, LICENSEE shall provide to the Licensor plans, specifications, a construction work breakdown, and anticipated construction timeframes for the installation of Facilities no later than ninety (90) days prior to the planned start of the installation. LICENSEE shall, at the written request of the Licensor, attend a planning session regarding any installation proposed by LICENSEE. The location and any other requirements shall be approved in writing by the Licensor prior to construction of the Facilities at that specific location, approval of which shall not be unreasonably withheld, conditioned or delayed. Approval of plans and specifications and the issuance of any permits by the Licensor shall not release LICENSEE from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans, specifications and/or permits. LICENSEE shall be responsible for notifying the Licensor and all other relevant parties immediately upon discovery of such omissions and/or errors and with obtaining any amendments for corrected Licensor- approved permits as may be necessary. LICENSEE shall be responsible for all costs associated with the permitting process, including, but not limited to, repairs and replacement of Licensor ROW. Such permits and approval requirements detailed in this section shall not be unreasonably withheld, conditions or delayed by

the Licensor and any conditioned or requirements shall be in accordance with federal, state, and local laws.

1.1.2 Temporary Construction. The installation of the Facilities shall be performed in accordance with traffic control plans for temporary construction work that are approved by the Licensor, which approval shall not unreasonably be withheld, conditioned or delayed.

1.1.3 Construction Schedule. If requested by the Licensor, at least ten (10) days prior to the installation of the Facilities, LICENSEE shall deliver to the Licensor a schedule for the proposed work related to the construction of the Facilities, as well as a list of the names of all agents and contractors of LICENSEE's authorized by LICENSEE to access the Licensor ROW and Licensor owned property on LICENSEE's behalf.

1.1.4 Coordination of Work. LICENSEE shall be responsible for coordination of work to avoid any interference with existing utilities, substructures, facilities and/or operations within the Licensor's ROW. LICENSEE shall be the Licensor's point of contact and all communications shall be through LICENSEE. LICENSEE shall be solely responsible for communicating with Kansas One-Call for necessary utility locates.

1.1.5 Inspection by Licensor. The Licensor shall have commercially reasonable access to inspect any work conducted by LICENSEE during the installation, maintenance and/or repairs of the Facilities.

1.1.6 Other Utility Providers. When necessary, LICENSEE shall coordinate with other utility providers for other needed utility services. LICENSEE and the Licensor will reasonably cooperate with the other utilities' providers regarding the location of any meter, pole, and other apparatuses required for each Site.

1.1.7 Existing Utility Poles. LICENSEE may attach its Facilities to an existing utility pole pursuant to a properly executed agreement with the pole owner, provided, however, that any necessary replacement of the pole in order to accommodate the attachment shall be subject to the proper exercise of the Licensor's police powers, and in no instance shall LICENSEE erect a new pole within an existing aerial pole line absent the Licensor's prior authorization.

1.2 Compliance with Laws. This Agreement is subject to the terms and conditions of all applicable federal, state and local Laws and the Parties shall comply with any such Laws in the exercise of their rights and performance of their obligations under this Agreement. "Laws" or "Law" as used in this Agreement means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the Licensor or other governmental entity or agency having joint or several jurisdictions over the Parties' activities under this Agreement or having jurisdiction that is applicable to any aspect of this Agreement that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Agreement.

1.2.1 Zoning Regulations. Zoning regulations shall not apply to installations within the Licensor ROW.

1.2.2 Permits. LICENSEE shall obtain any necessary encroachment permits from the Licensor for the installation of the Network and for any other work within the Licensor's ROW or other real property of the Licensor, as required by the Code or State Law.

1.3 **Compliance with Permits.** All work within the Licensor's ROW or other real property of the Licensor shall be performed in strict compliance with all applicable Permits and all applicable regulatory requirements.

1.3.1 **Fee Increases.** If prior to the second anniversary of the date hereof, the Licensor increases the permitting fees described in the Sections above, and if with respect to all similarly situated franchisee license agreements executed by the Licensor in such 2-year period the franchisee or licensee is subject to a similar fee provision, then LICENSEE will pay to the Licensor the increased fees as if the increased fee schedule had been in effect as of the date hereof upon being billed therefor by the Licensor.

1.4 **Placement of LICENSEE Facilities.** LICENSEE shall coordinate the placement of its Facilities in the Public ROW in a manner that minimizes adverse impact on public improvements, as reasonably determined by the Licensor Engineer.

1.4.1 **Placement of Licensor Facilities.** Should the Licensor decide that it is in its interest to include capacity in addition to the Facilities planned by LICENSEE during the installation, it will communicate this decision to LICENSEE in writing prior to the start of any construction and LICENSEE shall, if technically feasible, include this additional capacity in its installation. The additional capacity will be defined during the planning process outlined in 1.1.1 and may include, but is not limited to, conduit, handholes, enclosures, and cable lines. The additional capacity shall be determined no later than thirty (30) days prior to the planned start of the installation. The Licensor shall reimburse LICENSEE for the cost of the additional capacity. The Licensor's cost will be limited to the actual material and direct labor of the additional facilities only. The additional facilities shall be inspected by the Licensor along with the LICENSEE Facilities and shall not interfere with the operation and maintenance of LICENSEE Facilities. The additional facilities shall remain the exclusive property of the Licensor. Licensor may not resell the additional facilities to any third party.

1.5 **New Poles and Existing Poles.** It is understood that LICENSEE may build new poles, or other such facilities required for the installation of the Facilities which would comply with all encroachment and building permits, applicable Licensor, state and federal specifications, and Laws ("New Poles").

1.5.1 **Licensor Use of New Poles.** The Parties understand and agree that the Licensor may use any New Poles for Licensor purposes, including but not limited to streetlights and other lighting so long as such use does not interfere LICENSEE's use of its Network or Facilities. LICENSEE shall reasonably cooperate with the Licensor when using the New Poles.

1.5.2 **Licensor-Owned Lights.** Except for the installation of the lights and ancillary equipment on or in the New Poles and/or as set forth in section 1.5.3 below, LICENSEE shall not be responsible for maintenance, repair, or replacement of Licensor-owned lights, light bulbs and equipment or equipment owned by third parties authorized by the Licensor on the New Poles.

1.5.3 **Damage to New Poles.** If a new Pole falls or is damaged such that there is an imminent threat of harm to persons or property, then the Licensor may cause the New Pole to be removed to the side of the street or a location that Licensor believes reasonably eliminates the right of such imminent threat or harm to persons or property. LICENSEE shall, after written notice from the Licensor that any New Pole has been damaged or removed, cause the New Pole to be repaired or replaced within thirty (30) days after the Licensor's written notice. The cost to repair and/or replace any New Pole, including the replacement Licensor streetlight, bulb and ancillary equipment shall be paid by LICENSEE; provided, however, that if the new Pole is damaged or destroyed by the Licensor or a third party user that the Licensor has given

the right to use the New Pole, then the Licensor and/or its third party user shall pay the cost to repair and/or replace the New Pole. To the extent that LICENSEE seeks reimbursement from a third party either directly or through applicable insurance, the Licensor shall assign LICENSEE any rights the Licensor may have against such third party for such claims.

1.6 **Permit Fees.** LICENSEE is solely responsible for the payment of all lawful permit fees in connection with LICENSEE's performance under this Agreement.

1.6.1 **C-RAN Facility Permit Fee.** An annual permit and license fee of \$270.00 for each C-RAN Facility installed within the Public Right of Way of the Licensor shall be paid to the Licensor by LICENSEE. LICENSEE shall pay the C-RAN Facility Permit Fee annually the 15th day following the month after each C-RAN Facility is installed within the public ROW.

1.6.2 **Ministerial Application Fees.** Upon execution and approval of this Agreement, LICENSEE shall pay to the Licensor a one-time application fee in the sum of \$500.00 for replacement pole and \$1,000.00 for new poles per pole to recover the Licensor's costs associated with the review and approval of this Agreement. The Licensor certifies that such application fee reimburses the Licensor for its reasonable, actual and verifiable cost of reviewing and approving this Agreement.

1.7 **Access to the Facilities.**

1.7.1 **LICENSEE Access to Facilities for Repair.** LICENSEE will be given reasonable access to each of the Facilities in the Licensor ROW or Licensor owned property for the purposes of routine installation, repair, maintenance or removal of Facilities. If any such maintenance activities have the potential to result in an interruption of any Licensor services at the Facility, LICENSEE shall provide the Licensor with a minimum of three (3) days prior written notice of such maintenance activities. Such maintenance activities shall, to the extent feasible, be done with minimal impairment, interruption, or interference to Licensor services.

1.7.2 **Licensor Observation.** LICENSEE shall allow a representative of the Licensor to observe any repair, maintenance or removal work performed at the Facilities.

SECTION 2 TERM AND TERMINATION

2.1 **Term.** This License shall be effective for an initial term of Five (5) years from the effective date of this ordinance. Thereafter, this license will automatically renew for an additional Three (3) Five-year terms, unless terminated as follows: (a) mutual consent, or (b) Licensee notifies Licensor of its intent not to renew at least one hundred and twenty (120) days prior to the end of the then current Term, or (c) by a party if the other party (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law, or (iii) becomes insolvent or subject to direct control by a trustee, receiver or similar authority. The additional (term(s) shall be deemed a continuation of this License ordinance and not as a new License ordinance or amendment. Under no circumstances shall this License ordinance exceed twenty (20) years from the effective date of the License ordinance. At the conclusion of the twenty (20) year period the parties hereto agree to negotiate a new License

in good faith in the event LICENSEE is still providing services hereunder.

2.1.1 90 Day Remedy Period. If the Agreement is breached by LICENSEE, then the provisions of Section 7 (Default) shall govern the parties hereto.

2.2 Termination of Use. Notwithstanding Section 2.1 above, LICENSEE may terminate its use of any or all of the Network by providing the Licensor with ninety (90) days prior written notice. In the event of any such termination, LICENSEE payment obligations to the Licensor shall terminate simultaneously with the termination of use; provided LICENSEE removes its equipment and restores the Facilities, as set forth in Section 3, below, prior to the termination date.

SECTION 3 REMOVAL AND RELOCATION

3.1 Removal due to Public Project. Upon receipt of a written demand from the Licensor pursuant to this Section 3, LICENSEE, at its sole cost and expense, shall remove and relocate any part of the Network, constructed, installed, used and/or maintained by LICENSEE under this Agreement, whenever the Licensor reasonably determines that the removal and/or relocation of any part of the Network is needed for any of the following purposes: (a) due to any work proposed to be done by or on behalf of the Licensor or any other governmental agency, including, but not limited to, any change of grade, alignment or width of any street, sidewalk or other public facility, installation of curbs, gutters or landscaping and installation, construction, maintenance or operation of any underground or aboveground facilities used as sewers, water mains, drains, storm drains, pipes, gas mains, poles, power lines, telephone lines, cable television lines and tracks; (b) because any part of the Network is interfering with or adversely affecting the proper operation of Licensor-owned light poles, traffic signals, or other Licensor facilities or operations; or (c) to protect or preserve the public health and safety. The Licensor shall cooperate with LICENSEE in relocating any portion of the Network removed pursuant to this Section 3.1 in a manner that allows LICENSEE to continue providing service to its customers, including, but not limited to, expediting approval of any necessary permits required for the relocation of that portion of the Network relocated under this Section. 3.1. No permitting or other fees may be charged by the Licensor for a removal occurring under this Section.

3.2 Removal Due to Termination. No later than 160 days after termination of this Agreement pursuant to the provisions of this Agreement, LICENSEE shall, at its sole cost and expense, remove the Network or the terminated portion thereof and, if such removal disturbs the locations or adjacent property (including Licensor ROW, Licensor facilities added under Section 1.4.1, or Licensor real property), restore each Facility and its adjacent property to its original conditions, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by LICENSEE to the Facility or adjacent property, or as otherwise required by the Licensor. For New Poles, LICENSEE shall install a new streetlight or facility as directed by Licensor's Public Works Director, or his or her designee. Alternatively, LICENSEE shall abandon the Network, or any part thereof, in place and convey it to the Licensor if either the Licensor or LICENSEE elects to do so.

3.3 **Abandonment.** In the event LICENSEE ceases to operate and abandons the Network, or any part thereof, for a period of ninety (90) days or more, LICENSEE shall, at its sole cost and expense and within the time period specified in Section 3.2, vacate and remove the Network or the abandoned part thereof. If such removal disturbs the Facility or adjacent property (including Licensor ROW, Licensor facilities added under Section 1.4.1 or Licensor real property), LICENSEE shall also, at its sole cost and expense, restore the Facility or adjacent property to its original conditions, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by LICENSEE to the Facility or adjacent property. Alternatively, the Licensor may allow LICENSEE, in the Licensor's sole and absolute discretion, to abandon the Network, or any part thereof, in place and convey it to the Licensor.

3.4 **No Relocation Compensation.** The parties understand and agree that neither the Licensor nor LICENSEE are entitled to compensation for any relocation of its Network that may be required under Section 3.1 LICENSEE is not entitled to relocation assistance or any other compensation or benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of this Agreement.

SECTION 4 MAINTENANCE AND REPAIR

4.1 **Electrical Use.** LICENSEE shall pay for the electrical and other utilities services it consumes in its operations at the rate charged by the servicing utility company.

4.2 **Maintenance and Repair.** LICENSEE shall, at LICENSEE's sole cost and expense, perform all maintenance and repairs reasonable needed to maintain the Network in good condition and neat and orderly appearance, and in compliance with all applicable Laws. In the event any part of the Network requires replacement because such part cannot be repaired, LICENSEE shall, at LICENSEE's sole cost and expense, replace the irreparable part of the Network. LICENSEE shall not cause rubbish, garbage or debris on or around its Network or the Facilities and shall not permit rubbish, garbage or debris to accumulate on or around in any enclosed areas around the Facilities. If the Licensor gives LICENSEE written notice of a failure by LICENSEE to maintain the Facilities, LICENSEE shall use its best efforts to remedy such failure within forty-eight (48) hours after receipt of such written notice.

4.3 **Appearance.** LICENSEE shall cooperate with the Licensor on all issues of aesthetics and appearance. LICENSEE shall follow all legally binding Licensor policies, state and local ordinances with respect to aesthetics. This includes, but is not limited to, historic site and/or locations of significant importance. All locations of C-RAN systems must be aesthetically approved by the Licensor Engineering Department, in a manner consistent with other approvals within these Restrictions.

4.4 **Repair of ROW.** LICENSEE shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extent caused by LICENSEE's construction, installation,

maintenance, access, use, repair, replacement, relocation, or removal of the Network in the Licensor's ROW. LICENSEE shall promptly repair such damage and return the Licensor's ROW and any affected adjacent property to a safe and satisfactory condition to the Licensor in accordance with the Licensor's applicable street restoration standards or to the property owner if not the Licensor. LICENSEE's obligations under this Section 4.4 shall survive for one (1) year past the completion of such reparation and restoration work and return of the affected part of the Licensor's ROW by LICENSEE to the Licensor.

SECTION 5 INDEMNIFICATION

5.1 **Indemnity.** LICENSEE shall indemnify, defend, and hold harmless the Licensor, its council members, officers and employees, agents, and contractors, from and against liability, claims, demands, losses, damages, fines, charges, penalties administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense to the extent resulting from activities undertaken by LICENSEE pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the Licensor, its councilmembers, officers, employees, agents or contractors. The Licensor shall promptly notify LICENSEE of any claim, action or proceeding covered by this Section 5.1.

5.2 **Waiver of Claims.** LICENSEE waives all claims, demands, causes of action, and rights it may assert against the Licensor on account of any loss, damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from any event or occurrence except for any loss, damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from the negligence or willful misconduct of the Licensor.

5.3 **Limitation of Licensor's Liability.** The Licensor, its agents, officers, employees, or contractors, shall not be liable for damage to the Facilities, s, except to the extent such damage is caused by the negligence or willful misconduct of Licensor, its agents, officers, employees or contractors. The Licensor will in no event be liable for indirect or consequential damages.

5.4 **Limitation of LICENSEE's Liability.** In no event shall LICENSEE be liable for indirect or consequential damages in connection with or arising from this Agreement, or its use of the Network, New Poles, and ROW or other Licensor real property.

SECTION 6 INSURANCE

6.1 **Minimum Insurance Requirements.** LICENSEE shall obtain and maintain at its sole cost and expense for the duration of this Agreement insurance pursuant to the terms and conditions described in this Section.

(a) **Minimum Insurance.** LICENSEE shall at all times during the term of this Agreement, carry, maintain, and keep in full force and effect, insurance as follows:

(i) **General Liability:** A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 combined single-limit per- occurrence for bodily injury, personal injury, death, loss and property damage resulting from wrongful or negligent acts by LICENSEE. If Commercial General Liability Insurance or other form with a general aggregate limit is

used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(ii) **Automobile Liability:** A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 combined single-limit per accident for bodily injury and property damage covering any vehicle utilized by LICENSEE in performing the work covered by this Agreement.

(iii) **Workers' compensation and Employer's Liability:** Workers' compensation limits as required by the Labor Code, and Employer's Liability limits of \$1,000,000 per accident.

(b) Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:

(i) **General Liability and Automobile Liability Coverage.**

a) The Licensor, and its elected and appointed council members, board members, commissioners, officers and officials (the "Insureds") shall be named as additional insureds on all required insurance policies, except for Workers' Compensation and Employer's Liability policies.

b) LICENSEE's insurance coverage shall be primary insurance as respects the Insureds with respect to the indemnity obligation of Licensee under this Agreement. Any insurance or self-insurance maintained by the Insureds shall be in excess of LICENSEE's insurance and shall not contribute with it with respect to the indemnity obligation of Licensee under this Agreement.

c) LICENSEE's insurance shall apply separately to each of the Insureds against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Each of the Insured is subject to all policy terms and conditions and has an obligation, as an Insured, to report claims made against them to the insurance carrier.

(ii) **Workers' Compensation and Employer's Liability Coverage.**

Ccoverage shall not be cancelled except after thirty (30) days' prior written notice has been given to the Licensor.

(c) Acceptance of Insurers. Insurance shall be placed with insurers with an A.M. Best rating of no less than A-: VII.

(d) Verification of Coverage. LICENSEE shall furnish the Licensor with certificates of insurance required by this Section 7. The certificates for each insurance policy are to be signed by a person, either manually or electronically, authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Licensor before work commences.

(e) Secondary Parties. In the event LICENSEE hires any subcontractors, independent contractors or agents ("Secondary Parties") to locate, place, attach, install, operate, use, control, replace,

repair or maintain the Network, LICENSEE shall require the Secondary Parties to obtain and maintain insurance commensurate to the work such Secondary Parties perform.

SECTION 7 DEFAULT

7.1 Default.

7.1.1 **Defined.** A "Default" shall be deemed to have occurred under this Agreement if a party fails to cure a breach of this Agreement within thirty (30) days after written notice specifying such breach, provided that if the breach is of a nature that it cannot be cured within thirty (30) days, a default shall not have occurred so long as the breaching party has commenced to cure within said time period and thereafter diligently pursues such cure to completion.

7.1.2 **Remedies.** Upon the failure of a party to timely cure any breach after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to the terms of Section 6.3 (Limitation of Liability), terminate this Agreement and pursue all remedies provided for in this Agreement and/or any remedies it may have under applicable law or principles of equity relating to such breach.

7.2 **Licensor Termination Right.** In addition to the remedies set forth in Section 7.1.2, the Licensor shall have the right to terminate this Agreement if (i) the Licensor is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Facilities from the public right of way; or (ii) if LICENSEE's licenses are terminated, revoked, expired, or otherwise abandoned. Such termination rights shall be subject to LICENSEE's rights to just compensation, if any, for any taking of a protected property right.

7.3 **No waiver.** A waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matters subsequently occurring.

7.4 **Interest.** If LICENSEE fails to make any payment under this Agreement when due, such amounts shall accrue interest from the date such payment is due until paid, including accrued interest, at an annual rate of ten percent (10%) or, if lower, the highest percentage allowed by law.

SECTION 8 INTERFERENCE

8.1 **Non-Interference with Non-Public Safety Communications Systems.** LICENSEE shall operate the Network in a manner that will not cause interference with Licensor non-public safety communications systems and to the services and facilities of other licensees or lessees of Licensor property located at or near the Facilities that were in operation prior to the installation of the Network or that are in operation prior to any modifications LICENSEE may make to the Network.

8.2 **Non-Interference with Public Safety Communications Systems.** LICENSEE's Network and Facilities shall not cause interference with public safety communications systems operated by Licensor or any other public agency, regardless of the date such systems or any Facilities cause interference with the Licensor's use of the New Poles for their intended purpose as streetlights, traffic lights, and/or stand-alone light poles.

8.3 **Correction of Interference.** If such interference with the Facilities described in Sections

8.1 and 8.2 occur, LICENSEE shall, upon receipt of written notice thereof from Licensor, immediately commence commercially reasonable, diligent, efforts to correct or eliminate such interference. If such interference cannot be corrected by LICENSEE to the reasonable satisfaction of Licensor within the cure period set forth for in the Licensor's notice, which notice shall not be less than 90 days, such interference shall be deemed a material breach under this Agreement and Licensor may terminate this Agreement. Interference caused by actions of LICENSEE's Customer(s) remains the responsibility of LICENSEE. If the interference is an emergency or a danger to public health and safety, the Licensor shall be entitled to require correction in a time period necessary to avoid the emergency or public health and safety issue.

SECTION 9 MISCELLANEOUS PROVISIONS

9.1 **Nonexclusive Use.** LICENSEE acknowledges that this Agreement does not provide LICENSEE with exclusive use of the Licensor's ROW or any municipal facility and that Licensor retains the right to permit other providers of communications services to install equipment or devices in the Licensor's ROW and on municipal facilities. The parties hereto specifically agree that all such franchises issued to telecommunications providers shall be competitively neutral and not unreasonable or discriminatory in nature.

9.3 **Notices.** All notices which shall or may be given pursuant to this Agreement shall be in writing and served by (1) electronic mail; and (2) personally served or transmitted through first class United States mail, or by express mail providing for overnight delivery, postage prepaid, to the following address or such other address of which a party may give written notice:

LICENSOR:

City of Independence, Kansas
Attention: City Manager
City Hall
811 W. Laurel
Independence, KS 67301
Phone: 620-332-2506

LICENSEE:

Kansas # 15 Limited Partnership
Attention: Real Estate Department
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Phone: 1-866-573-4544

Such notice shall be deemed made when personally delivered; of mailed via first class

U.S. Mail, such notice shall be deemed made three (3) calendar days after the date of deposit in the U.S. Mail, if mailed via express/overnight mail, such notice shall be deemed made two (2) calendar days after the date of deposit in a designated overnight delivery mailbox or other like facility. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

9.4 **Sublease/Assignment.** If LICENSEE assigns, sublets, enters into a License or concession agreement, changes ownership of the Network or voting control of LICENSEE, mortgage, encumber, pledge, hypothecate or other transfer (including any transfer by operation of law this Agreement or any interest therein) LICENSEE will provide notice of a transfer within a reasonable time.

9.5 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successor, assigns and transferees.

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

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

9.8 **Governing Law.** This Agreement shall be interpreted and enforced according to, and the parties' rights and obligations governed by, the domestic law of the State of Kansas or applicable federal law, without regard to laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement, or otherwise directly related to this Agreement shall occur in the state courts located in Kansas.

9.9 **Survival of Terms.** All of the terms and conditions in this Agreement related to payment, removal due to termination or abandonment, indemnification, limits of Licensor's and Licensee's liability, attorneys' fees and waiver shall survive termination of this agreement.

9.10 **Captions and Paragraph Headings.** Captions and paragraph headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

9.11 **Drafting.** The parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting party.

9.12 .

9.13 **Authority to Execute This Agreement.** Each person or persons executing this Agreement on behalf of a party, warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

9.14 **No Warranty by the Licensor.** The Licensor makes no representations or warranties regarding the suitability, condition or fitness of the locations for the installation, maintenance or use of the New Poles or the Facilities.

9.15 **Agreement Applicable Only to the Facilities.** This Agreement shall not be construed to permit construction, installation, maintenance or use of Facilities on any property other than the Facilities legally described in this Agreement or Site License Agreement.

9.16 **No Abrogation of Legal Responsibilities.** The Licensor's execution of this Agreement shall not abrogate, in any way, LICENSEE's responsibility to comply with all permitting requirements or to comply with all Laws with respect to its performance of the activities permitted under this Agreement.

9.17 **Contractual Interpretation.** In the interpretation and application of its rights under this License Agreement, the Licensor will act in a reasonable, non- discriminatory, and competitively neutral manner in compliance with all applicable federal, state, and local laws and regulations.

[Remainder of this page intentionally left blank]

ACCEPTED & AGREED TO

LICENSOR: City of Independence Kansas

By: _____

Name: _____

Title: _____

Date: _____

LICENSSEE: Kansas # 15 Limited Partnership

By: USCOC Nebraska/Kansas Inc.

Its: General Partner

By: _____

Name: _____

Title: _____

Date: _____

LICENSOR:

STATE OF KANSAS)

)

COUNTY OF MONTGOMERY)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing Pole Attachment Agreement, appeared before me this day in person acknowledged that he signed the said Lease as their free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20 ____.

Notary Public

My commission expires _____

LICENSEE:

STATE OF _____)

)

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing Pole Attachment Agreement, appeared before me this day in person acknowledged that he signed the said Lease as their free and voluntary act for the uses and purposes therein stated

Given under my hand and seal this ____ day of _____, 20 ____.

Notary Public

My commission expires _____

Exhibit A

Site Plan / Elevation

CRAN CANDIDATE NEW AND REPLACEMENT POLE APPROVAL

Primary candidate information accompanying, enclosed, has been reviewed. After review of CRAN candidates presented, we provide approval to proceed with next steps in development process. Our approval of proposed locations is not the same as authorization to install.

BY: _____

Printed name

Signature: _____

Title: _____

Date: _____

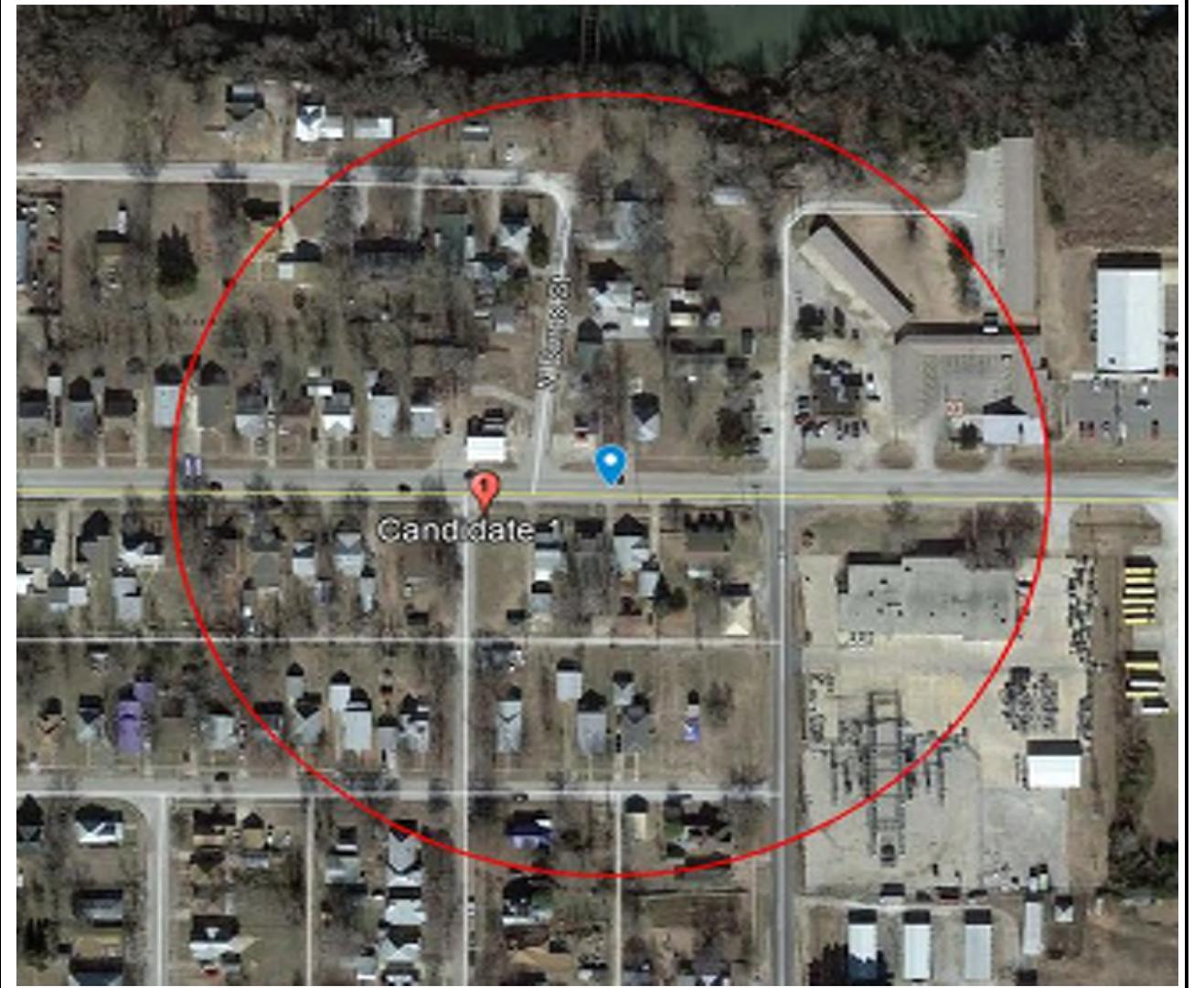
SARF Name	Node	Candidate	Latitude NAD 83	Longitude NAD 83	Structure Type	Permitting Jurisdiction	Location (ROW or Private)	Approximate Location Description (Street Address)	Comments
INDEPENDENCE	CRAN 5	1	37.215015	-95.701495	New Pole	INDEPENDENCE	ROW	Courner of E Cedar St & S Park Blvd	



SARF Name	Node	Candidate	Latitude NAD 83	Longitude NAD 83	Structure Type	Permitting Jurisdiction	Location (ROW or Private)	Approximate Location Description (Street Address)	Comments
INDEPENDENCE	CRAN 6	1	37.217082	-95.696826	New Pole	INDEPENDENCE	ROW	813 E Hill St, Independence, KS 67301	



SARF Name	Node	Candidate	Latitude NAD 83	Longitude NAD 83	Structure Type	Permitting Jurisdiction	Location (ROW or Private)	Approximate Location Description (Street Address)	Comments
INDEPENDENCE	CRAN 7	1	37.223077	-95.69407	New Pole	INDEPENDENCE	ROW	S Burns St, Independence, KS 67301	



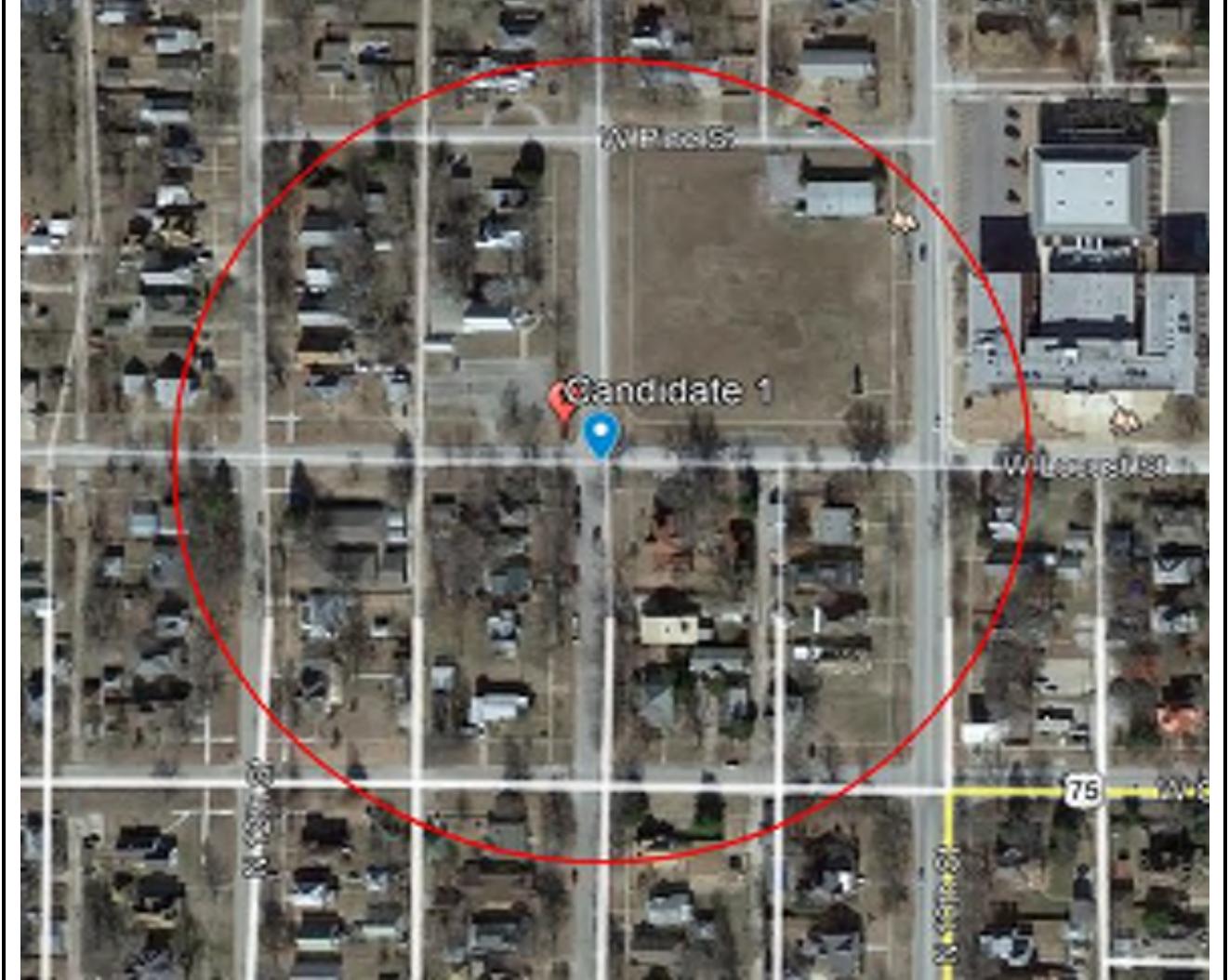
SARF Name	Node	Candidate	Latitude NAD 83	Longitude NAD 83	Structure Type	Permitting Jurisdiction	Location (ROW or Private)	Approximate Location Description (Street Address)	Comments
INDEPENDENCE	CRAN 8	2	37.222091	-95.703835	New Pole	INDEPENDENCE	ROW	216 S 5th St, Independence, KS 67301	



SARF Name	Node	Candidate	Latitude NAD 83	Longitude NAD 83	Structure Type	Permitting Jurisdiction	Location (ROW or Private)	Approximate Location Description (Street Address)	Comments
INDEPENDENCE	CRAN 9	1	37.229046	-95.706484	New Pole	INDEPENDENCE	ROW	Independence, KS 67301	



SARF Name	Node	Candidate	Latitude NAD 83	Longitude NAD 83	Structure Type	Permitting Jurisdiction	Location (ROW or Private)	Approximate Location Description (Street Address)	Comments
INDEPENDENCE	CRAN 10	1	37.227785	-95.712236	New Pole	INDEPENDENCE	ROW	549-501 W Locust St, Independence, KS 67301	



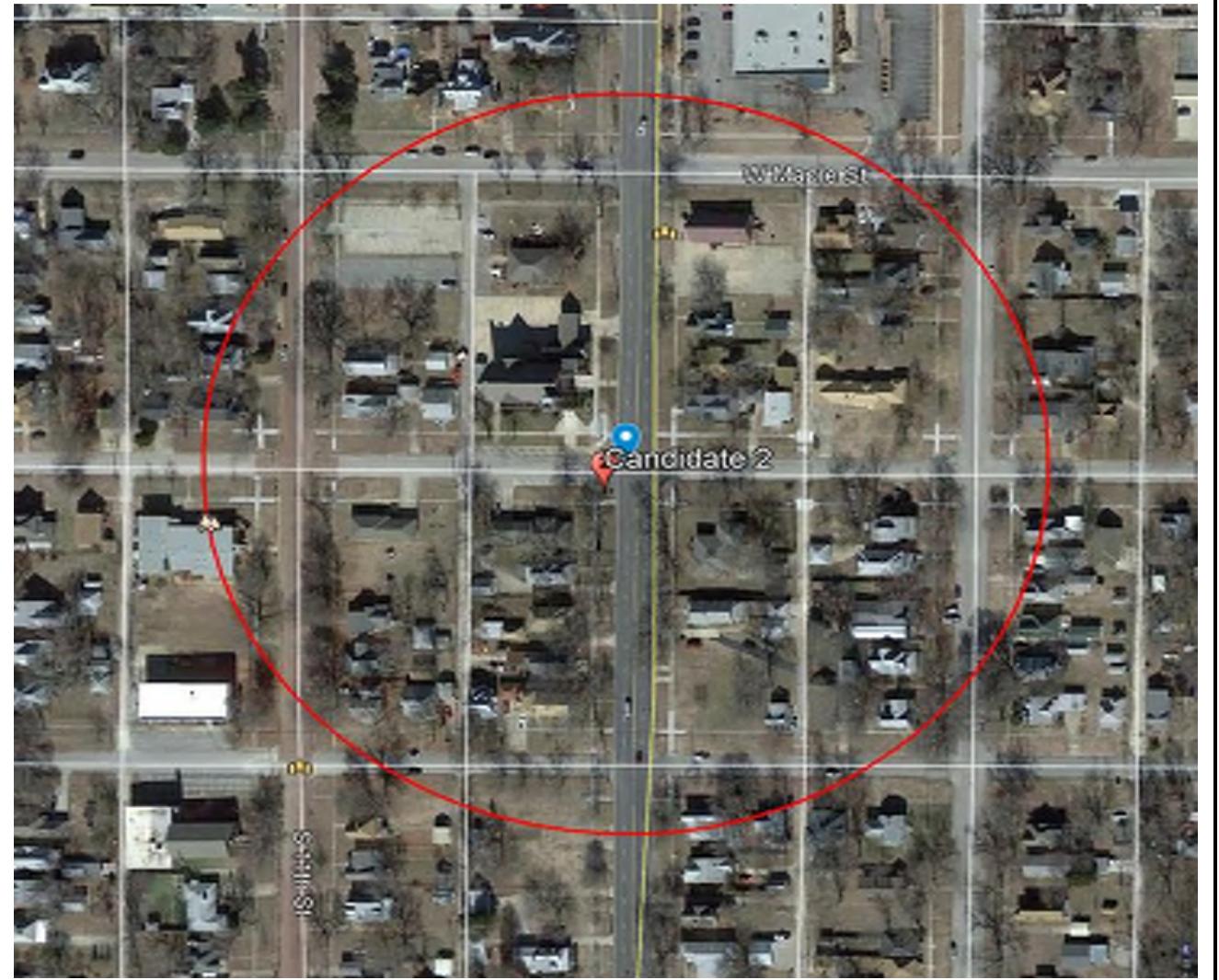
SARF Name	Node	Candidate	Latitude NAD 83	Longitude NAD 83	Structure Type	Permitting Jurisdiction	Location (ROW or Private)	Approximate Location Description (Street Address)	Comments
INDEPENDENCE	CRAN 11	1	37.230109	-95.71681	New Pole	INDEPENDENCE	ROW	N 15th St, Independence, KS 67301	



SARF Name	Node	Candidate	Latitude NAD 83	Longitude NAD 83	Structure Type	Permitting Jurisdiction	Location (ROW or Private)	Approximate Location Description (Street Address)	Comments
INDEPENDENCE	CRAN 12	1	37.223051	-95.718671	New Pole	INDEPENDENCE	ROW	148-100 S 16th St, Independence, KS 67301	



SARF Name	Node	Candidate	Latitude NAD 83	Longitude NAD 83	Structure Type	Permitting Jurisdiction	Location (ROW or Private)	Approximate Location Description (Street Address)	Comments
INDEPENDENCE	CRAN 13	2	37.22102	-95.710959	New Pole	INDEPENDENCE	ROW	449-303 W Magnolia St, Independence, KS 67301	



SARF Name	Node	Candidate	Latitude NAD 83	Longitude NAD 83	Structure Type	Permitting Jurisdiction	Location (ROW or Private)	Approximate Location Description (Street Address)	Comments
INDEPENDENCE	CRAN 14	1	37.222776	-95.731364	New Pole	INDEPENDENCE	ROW	2007 New St, Independence, KS 67301	There are high voltage lines near, but they might be far enough away



SARF Name	Node	Candidate	Latitude NAD 83	Longitude NAD 83	Structure Type	Permitting Jurisdiction	Location (ROW or Private)	Approximate Location Description (Street Address)	Comments
INDEPENDENCE	CRAN 15	2	37.235658	-95.722568	New Pole	INDEPENDENCE	ROW	1219-1201 N 19th Pl, Independence, KS 67301	





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 23, 2020

Department Public Works - Street

Director Approval Mike Passauer

AGENDA ITEM Consider locations for the 2020 street resurfacing program.

SUMMARY RECOMMENDATION Approve these locations for the 2020 overlay program.

BACKGROUND Bids were received in partnership with Montgomery County for asphalt work with one bid received as follows:

Contractor	Virgin Asphalt Laid Per Ton	Asphalt Picked Up by City Per Ton*
Heckert Construction	\$79.90	\$61.40

*The asphalt picked up by the City per ton will be used for patching by City crews at other locations.

The above bid for asphalt laid calculates as follows:

Locations	Estimated Total
Links Lane from Taylor Road to Birdie Drive	\$44,323.40
Morningside Drive from Penn to 5 th	\$13,708.39
Morningside Place from Penn to 5 th	\$13,627.27
Coffeyville Avenue from South Cement Street to South 2nd Street	\$40,719.59
West Pine from North 16 th to North 20 th	\$34,471.82
North 19 th Street from West Pine to West Laurel	\$32,040.31
North 20 th from Pine to Cottonwood	\$7,191.00
Dean Street (gravel) from Sycamore to Cottonwood	\$7,240.94
Dean Street (gravel) from Railroad to Sycamore	\$7,240.94
North 15 th Street (gravel) from West Sycamore to West Cottonwood	\$15,980.00
Overlay terminal entrance at Independence Municipal Airport	\$4,234.70
Total Proposed 2020 Asphalt Overlay Project	\$220,778.36

The following additional expenses are estimated relating to ADA compliance:

Locations with ADA	Estimated Total
Coffeyville Avenue from South Cement Street to South 2nd Street	\$1,200.00
West Pine from North 16 th to North 20 th	\$25,600.00
North 19 th Street from West Pine to West Laurel	\$34,800.00
Dean Street (gravel) from Sycamore to Cottonwood	\$5,400.00
North 15 th Street from West Sycamore to West Cottonwood	\$4,800.00
Estimated Design, Inspection & Contingencies	\$28,720.00
Total ADA Work for Proposed 2020 Asphalt Overlay Project	\$100,520.00

Total 2020 Asphalt Overlay with ADA Project Estimated Cost	\$321,298.36
---	---------------------

If the proposed locations are approved, then City staff will place an engineering agreement for the design of the ADA work on a future agenda. Staff recommends approving these locations for the 2020 street resurfacing program.

BUDGET IMPACT \$324,406.50 was included in the 2020 revised budget for asphalt overlay and related ADA work (\$149,406.50 from SUST, \$175,000 from Eco Devo/Transportation).

SUGGESTED MOTION I move to authorize the Mayor to sign a contract with Heckert Construction to overlay the locations as recommended by staff.

SUPPORTING DOCUMENTS

1. Proposed Contract
2. Bid
3. Map of Locations

ASPHALT CONTRACT

This agreement is entered into by and between the **City of Independence, Kansas**, hereafter City, and **Heckert Construction Company, Inc.**, hereafter Contractor.

1. **Project Description.** The project consists of resurfacing certain streets and locations within the City of Independence, Kansas.

2. **Specifications.** The specifications for the project are for the laying of virgin hot mix asphalt per minimum specifications as set forth on Exhibit A attached hereto and incorporated herein by reference.

3. **Locations.** Contractor shall lay asphalt at the following locations:

- a. Overlay Links Lane from Taylor Road to Birdie Drive, approximately 1912 feet.
- b. Overlay Morningside Drive from Penn to 5th, approximately 675 feet.
- c. Overlay Morningside Place from Penn to 5th, approximately 672 feet.
- d. Overlay Coffeyville Avenue from South Cement Street to South 2nd Street, approximately 2007 feet.
- e. Overlay West Pine from North 16th to North 20th, approximately 1373 feet.
- f. Overlay North 19th Street from West Pine to West Laurel, approximately 1183 feet.
- g. Overlay North 20th from Pine to Cottonwood, approximately 328 feet.
- h. Overlay Dean Street (gravel) from Sycamore to Cottonwood, approximately 399 feet.
- i. Overlay Dean Street (gravel) from Railroad to Sycamore, approximately 250 feet.
- j. Overlay North 15th Street (gravel) from West Sycamore to West Cottonwood, approximately 380 feet.

- k. Overlay terminal entrance at Independence Municipal Airport, approximately 102 feet.

(Locations a. through g. are shown on the aerial photograph attached hereto and incorporated herein by reference as Exhibit B).

- 4. **Compensation.** City shall pay Contractor the following:
 - a. \$79.90 per ton of asphalt laid as specified in Exhibit A; and
 - b. \$2.95 per square yard plus a \$4,500 mobilization charge for milling as specified in Exhibit C.
- 5. **Additional Asphalt Picked Up By City.** The City, at its option, may pick up asphalt from Contractor for the agreed sum of \$61.40 per ton to be used by City for repair of streets and roads.
- 6. **Term.** Contractor shall complete its work under this agreement by September 30, 2020.
- 7. **Changes.** Any changes to the above specifications or locations involving extra cost to Contractor for which Contractor seeks reimbursement from City shall require a written change order executed by both parties.
- 8. **Indemnification.** Contractor agrees to indemnify and hold harmless City, its agents and employees, for any damages to persons or property arising from acts or omissions of Contractor, or its agents or employees, in performance of this agreement.
- 9. **Contractor Requirements.** Contractor shall be responsible for, and provide the City proof of the following upon request:
 - a. Current Occupational License issued by City, if required.

- b. A minimum of \$500,000.00 general liability insurance.
- c. All statutorily required workers' compensation coverage.
- d. A minimum of \$500,000.00 in automobile liability insurance.

CITY OF INDEPENDENCE, KANSAS

DATE

By: _____
LEONHARD CAFLISCH, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

HECKERT CONSTRUCTION COMPANY, INC.

DATE

By: _____
CHARLES M. HECKERT, President

Exhibit A

MINIMUM SPECIFICATIONS FOR **2020 CITY OF INDEPENDENCE ASPHALT PROJECT** **(USING KDOT STANDARD BINDER OF 64-22)**

1. Hot mix material should be KDOT SM-9.5A pavement and a quality binder material such as P.G. 64-22 asphalt cement for 2" thickness of asphalt overlay. City of Independence will allow 15% recycle asphalt in the mix design.
2. A bituminous tack coat to be applied to all existing pavements before the overlay.
3. Placement of the material using a string line down the center of the road.
4. A safety edge must be integrated into the asphalt of approximately 30° according to FHWA specifications.
5. Traffic control is to be provided by the contractor.
6. Temporary overlay markers provided and placed by the contractor.
7. City of Independence will blade the shoulder and do the preparation work to the road surface before the overlay.
8. A current Certificate of Insurance must be presented to the City of Independence prior to beginning the project.
9. No asphaltting over the bridge surfaces, if any. Asphalt must be transitioned into bridge approaches.
10. To allow for a smooth transition of overlay, we require you to grind butt joints where the new asphalt will meet old asphalt.
11. Asphalt must be transitioned into driveways or intersections.
12. Must have a 2% slope from the centerline to the outer most road edge.
13. A 10% retainage fee will be withheld until the job has been completed and approved by the City of Independence.
14. Invoices will be paid within 30 days of receipt.
15. The bid is a turnkey job which must include mobilization, trucking, water, sweep/clean up and any other equipment as required in a milling and asphaltting project.

Note: The City of Independence would like a per ton cost for laid asphalt and a per ton cost for asphalt picked up. They will determine the location(s) where asphalt is to be laid after receipt of bid price.

Any questions for the City of Independence should be directed to Mike Passauer, Director of Public Works – (620) 332-2534.

2020 ASPHALT – CITY OF INDEPENDENCE PROPOSAL FORM

Due Date: June 24, 2020 – 5:00 p.m.

To: Montgomery County Clerk
PO Box 446
217 E. Myrtle, Room #101
Independence, Kansas 67301

The undersigned agrees to furnish the following as set forth in the Minimum Specifications for the City of Independence, attached, for the following prices as a turn-key bid.

Bid options for this group bid are as follows:

OPTION #1 BID

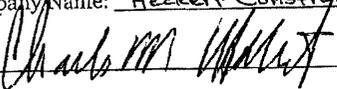
OPTION #1	Virgin Hot Mix Asphalt Laid – Price Per Ton	15% Recycle Asphalt Laid – Price Per Ton	Asphalt Picked Up – Price Per Ton	Tack Oil Picked Up – Price Per Ton
City of Independence	\$79.90	\$76.25	\$61.40	\$600.00
This option will award all entities' bids to a single contractor.				

OPTION #2 BID

OPTION #2	Virgin Hot Mix Asphalt Laid – Price Per Ton	15% Recycle Asphalt Laid – Price Per Ton	Asphalt Picked Up – Price Per Ton	Tack Oil Picked Up – Price Per Ton
City of Independence	\$79.90	\$76.25	\$61.40	\$600.00
This option may award each entity's bid to separate contractors.				

Date: June 24, 2020 E-Mail Address: peter@heckertconstruction.com

Company Name: Heckert Construction Company, Inc.

By: 

Printed Name: Charles M. Heckert

Mailing Address: 746 E. 520th Ave., Pittsburg, KS 66762

Phone Number: 620-231-6090

Approximate Start Date: August 15, 2020

Exhibit B -- Page 1 of 2



Exhibit B -- Page 2 of 2



Exhibit C

From: Peter Kemmeter
Sent: Wednesday, July 1, 2020 2:02:11 PM
To: Mike Passauer
Subject: Milling quote

Mike,

Dustrol is quoting the following for the milling of 14 blocks at 40-feet wide:

Mobilization	1 Lump Sum	\$4,500.00	\$4,500.00
Milling	15,500 S.Y.	\$2.95	\$45,725.00
Approximate Total			\$50,225.00

This is based on 14 blocks at 40-feet. We assumed a block is 250-feet long, so we basically guessed at the area. If the length differs, and there are any intersection returns to be milled, that total could change.

If you have any questions, please call.

Peter J. Kemmeter
Heckert Construction Company, Inc.
746 E. 520th Avenue
Pittsburg, KS 66762
Ph.: 620-231-6090
Fax: 620-231-1733
Cell: 620-875-1936
peter@heckertconstruction.com



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 23, 2020

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider setting the date for the 2021 Budget Public Hearing.

SUMMARY RECOMMENDATION Set the date for the 2021 Budget Public Hearing for August 13, 2020 at 5:30 pm in the Memorial Hall Civic Center.

BACKGROUND The City must hold a public hearing prior to adopting the 2021 Budget. Public Hearings must be held prior to August 14, 2021.

BUDGET IMPACT The City's budget, discussed at the July 15, 2020 Special Commission Meeting, calls for the same levy as for 2020 of \$2,599,499 to be raised (55.227 Mills).

SUGGESTED MOTION I move to set the date for the 2021 Budget Public Hearing for August 13, 2020 at 5:30 pm in the Memorial Hall Civic Center.

SUPPORTING DOCUMENTS N/A



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 23, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider finalizing ballot language for renewing the special use sales tax.

SUMMARY RECOMMENDATION Finalize ballot language.

BACKGROUND On July 15, 2020 the City Commission reviewed the draft ballot language, and also requested that City staff contact bond counsel and ask the following questions:

- If the Commission determined they wished to fund a Street Condition Study to prioritize street projects, could that be funded from “improvements to streets and sidewalks,” or would that need to be specifically stated?
- If the Commission determined they wished to fund a Comprehensive Plan, could that be funded from “economic development initiatives,” or would it need to be specifically stated?

City staff also asked the following question:

- Would the construction of new streets and/or new sidewalks that do not currently exist also be considered as part of “improvements to streets and sidewalks”?

The bond attorney responded that the answers to the above questions was yes, if the following edits were made:

DRAFT November 3, 2020 Language:

Shall the City of Independence, Kansas, be authorized, pursuant to the authority of K.S.A. 12-187 et seq., to impose a special purpose one percent (1%) Citywide retailers' sales tax, the revenues to be derived therefrom to be used for the purpose of financing the costs of the following **and related expenditures**:

a) 0. __% *for mill levy support and debt repayment*, including repayment of general obligation bonds of the City issued or to be issued to pay the costs of previous or future improvements;

b) 0. __% *for equipment, building and facility improvements*, including but not limited to Riverside Park and Ralph Mitchell Zoo; Riverside Beach Family Aquatic Center; neighborhood parks; ballfields, and other recreational facilities; Public Safety including Police and Fire/EMS; City Hall; Library; Public Works; and City government technology and communications infrastructure;

c) 0. __% for **street and sidewalk** improvements ~~to streets and sidewalks~~, including but not limited to multimodal routes to schools, healthcare, recreation, and business; drainage and stormwater management; alley improvements; required ADA improvements; public parking; traffic control; and

d) 0. __% for *economic development initiatives*, including but not limited to incentives for business retention and recruitment; Memorial Hall improvements; initiatives for new recreational facilities; Senior Citizens Center; wayfinding signage; housing initiatives; airport improvements; healthcare facility expansions; industrial park improvements; beautification initiatives, and expanded community broadband access;

the collection of the special sales tax to commence on the expiration date of an existing 1% special Citywide retailers' sales tax approved at an election held on April 3, 2012, in the City for the purpose of financing all or a portion of the costs associated with debt repayment and mill levy support; building and facility improvements, including Riverside Park and Ralph Mitchell Zoo; improvements to streets and sidewalks; and improvements required for compliance with the requirements of the Americans with Disabilities Act of 1990 (which is expected to be October 1, 2022); with the special sales tax to expire ten (10) years after its commencement?

In order for the bond attorney to have the resolution finalized one week prior to the August 13, 2020 meeting, the Commission will need to determine the percentages and any additional language modifications at this meeting.

BUDGET IMPACT N/A

SUGGESTED MOTION I move to modify the draft ballot language as follows:

_____.

SUPPORTING DOCUMENTS

1. July 15, 2020 RCA
2. July 9, 2020 RCA
3. Previously presented background and process for renewing the special use sales tax.
4. Revised matrix and quadrants of potential projects.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 15, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider ballot language for renewing special use sales tax.

SUMMARY RECOMMENDATION Provide direction for ballot language.

BACKGROUND On June 3, 2020 and June 23, 2020 the City Commission, along with the City Leadership Team, participated in special meetings to discuss the Special Use Sales Tax ballot question. The meetings were facilitated by Chuck Goad. During those meetings, several potential projects were discussed and ultimately refined.

Briefly discussed was the percentage for each bucket of projects: such as Mill Levy/Debt Repayment; Economic Development; Streets, Sidewalks and ADA; and Buildings and Facilities. Options discussed included:

1. Assign a specific percentage for Mill Levy/Debt Repayment (35-40%) and combine the remaining three categories into a second larger percentage (60-65%) to provide flexibility.
2. Assign a specific percentage to each specific bucket, such as 35% to Mill Levy/Debt Reduction; 25% to Economic Development; 25% Buildings and Facilities; and 15% to Streets, Sidewalks and ADA.

At the July 9, 2020 meeting the Commission tabled action on this item and requested that staff draft proposed ballot language that included blanks for the percentage of each area, and listed specific projects discussed at the worksessions regarding this topic. Staff sent the Commission the following by email on July 10, 2020:

April 3, 2012 Ballot Language:

Shall the City of Independence, Kansas, be authorized, pursuant to the authority of K.S.A. 12-187 et seq., to impose a special purpose one percent (1%) Citywide retailers' sales tax, the revenues to be derived therefrom to be used for the purpose of financing the costs of the following: (a) 0.25% for debt repayment and mill levy support; (b) 0.25% for building and facility improvements, including Riverside Park and Ralph Mitchell Zoo; (c) 0.25% for improvements to streets and sidewalks; and (d) 0.25% for improvements required for compliance with the requirements of the Americans with Disabilities Act of 1990 (including repayment of general obligation bonds of the City issued to pay the costs of such improvements); the collection of the special sales tax to commence on the expiration date of an existing 0.75% special Citywide retailers' sales tax approved at an election held on November 7, 2000, in the City for the purpose of financing all or a portion of the costs of certain quality of life improvements in the City (which is expected to be October 1, 2012); with the special sales tax to expire ten (10) years after its commencement?

DRAFT Proposed November 3, 2020 Language:

Shall the City of Independence, Kansas, be authorized, pursuant to the authority of K.S.A. 12-187 et seq., to impose a special purpose one percent (1%) Citywide retailers' sales tax, the revenues to be derived therefrom to be used for the purpose of financing the costs of the following:

- a) *0. __% for mill levy support and debt repayment*, including repayment of general obligation bonds of the City issued or to be issued to pay the costs of previous or future improvements;
- b) *0. __% for equipment, building and facility improvements*, including but not limited to Riverside Park and Ralph Mitchell Zoo; Riverside Beach Family Aquatic Center; neighborhood parks; ballfields, and other recreational facilities; Mt. Hope Cemetery wall; Public Safety including Police and Fire/EMS; City Hall; Library; Public Works; and City technology and communications infrastructure;
- c) *0. __% for improvements to streets and sidewalks*, including but not limited to drainage and stormwater management; alley improvements; required ADA improvements; public parking; traffic control; safe and accessible multimodal routes to schools, industry, healthcare, retail and recreation; and
- d) *0. __% for economic development initiatives*, including but not limited to Memorial Hall improvements; incentives for business retention and recruitment; initiatives for new recreational facilities such as a bowling alley, skating rink and Senior Citizens Center; wayfinding signage; downtown streetscape and aesthetics; housing initiatives; airport improvements; healthcare facility expansions; industrial park improvements; construction of new streets to schools, industries and healthcare; tourism initiatives; beautification initiatives, and expanded community broadband access;

the collection of the special sales tax to commence on the expiration date of an existing 1% special Citywide retailers' sales tax approved at an election held on April 3, 2012, in the City for the purpose of financing all or a portion of the costs associated with debt repayment and mill levy support; building and facility improvements, including Riverside Park and Ralph Mitchell Zoo; improvements to streets and sidewalks; and improvements required for compliance with the requirements of the Americans with Disabilities Act of 1990 (which is expected to be October 1, 2022); with the special sales tax to expire ten (10) years after its commencement?

Staff is needing a final direction regarding the ballot language to provide to the bond attorneys so a resolution may be drafted for Commission consideration before the August deadline.

BUDGET IMPACT N/A

SUGGESTED MOTION I move to direct City staff to work with the bond attorneys to prepare ballot language to include the following: _____.

SUPPORTING DOCUMENTS

- 1. July 9, 2020 RCA
- 2. Previously presented background and process for renewing the special use sales tax.
- 3. Revised matrix and quadrants of potential projects.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 9, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider ballot language for renewing special use sales tax.

SUMMARY RECOMMENDATION Provide direction for ballot language.

BACKGROUND On June 3, 2020 and June 23, 2020 the City Commission, along with the City Leadership Team, participated in special meetings to discuss the Special Use Sales Tax ballot question. The meetings were facilitated by Chuck Goad. During those meetings, several potential projects were discussed and ultimately refined.

Briefly discussed was the percentage for each bucket of projects: such as Mill Levy/Debt Repayment; Economic Development; Streets, Sidewalks and ADA; and Buildings and Facilities. Options discussed included:

1. Assign a specific percentage for Mill Levy/Debt Repayment (35-40%) and combine the remaining three categories into a second larger percentage (60-65%) to provide flexibility.
2. Assign a specific percentage to each specific bucket, such as 35% to Mill Levy/Debt Reduction; 25% to Economic Development; 25% Buildings and Facilities; and 15% to Streets, Sidewalks and ADA.

Staff is needing a final direction regarding the percentages to provide to the bond attorneys so a resolution may be drafted for Commission consideration before the August deadline.

BUDGET IMPACT N/A

SUGGESTED MOTION I move to direct City staff to work with the bond attorneys to prepare ballot language to include the following: _____.

SUPPORTING DOCUMENTS

1. Previously presented background and process for renewing the special use sales tax.
2. Revised matrix and quadrants of potential projects.

Previously Presented:

Discuss the process for renewing the special use sales tax.



- Background
 - On April 3, 2012 a 1% sales tax was approved 891 (79%) to 231 (21%) with the following ballot language:
 - Shall the City of Independence, Kansas, be authorized, pursuant to the authority of K.S.A. 12-187 et seq., to impose a special purpose one percent (1%) Citywide retailers' sales tax, the revenues to be derived therefrom to be used for the purpose of financing the costs of the following: (a) 0.25% for debt repayment and mill levy support; (b) 0.25% for building and facility improvements, including Riverside Park and Ralph Mitchell Zoo; (c) 0.25% for improvements to streets and sidewalks; and (d) 0.25% for improvements required for compliance with the requirements of the Americans with Disabilities Act of 1990 (including repayment of general obligation bonds of the City issued to pay the costs of such improvements); the collection of the special sales tax to commence on the expiration date of an existing 0.75% special Citywide retailers' sales tax approved at an election held on November 7, 2000, in the City for the purpose of financing all or a portion of the costs of certain quality of life improvements in the City (which is expected to be October 1, 2012); with the special sales tax to expire ten (10) years after its commencement?
 - The special purpose sales tax will expire on October 1, 2022.

Discuss the process for renewing the special use sales tax.



- Process for renewing the special use sales tax
 - The Commission determines the language that will be included on the ballot.
 - Bond council will prepare a resolution setting the election date and specific question, a notice of election, and ballot.
 - The resolution will need to be adopted by the City Commission within 90 days of the election date.
 - 90 days prior to November 3, 2020 is August 5, 2020.
 - Bond counsel suggests adopting the resolution at either the August 13, 2020 or August 27, 2020 City Commission meeting.
 - Bond council will coordinate publication of the notice of election with the County Clerk.
 - The special use sales tax ballot question will appear on the November 3, 2020 election.

Quadrant 1			
Old ID	New ID		
10		Memorial Hall (Auditorium/Ballroom)	11
19		Incentives/Grants for Business Retention & Recruitment	10
29		Signage Wayfinding	10
21		Downtown Streetscape and Aesthetics	8
32		Housing Initiative (moderate income, property database, infrastructure, annexation)	7
24		Airport Improvements	6
25		Healthcare Facility Expansion	5
3		Promote Tourism (Marketing, Website, Wayfinding Signs)	3
6		Beautification	1
15		Land Acquisition and Land Improvement for Industry (Site	0
	1	Economic Development	61

18		Sidewalks and Bike Paths to industry and healthcare (W. Main/Peter	11
23		Street and Highway Improvements	7
22		Safe Sidewalks	7
11		Bike Path Lanes	5
26		Additional streets to schools, industries and healthcare facilities	4
27		Public Parking and Control	2
		Alley Replacement	1
12			0
39		Traffic Control	0
7		Public Transportation	0
	2	Transportation	37

2		Park and Zoo Improvements	11
31		Park Building and Facilities, Equipment and Outer Parks	9
36		Cemetery Wall	3
	3	Parks and Zoo	23

17		Public Safety Equipment, Communications & Facilities	11
20		Fire and EMS Building	9
	4	Public Safety	20

33	5	Drainage and Stormwater Management	5
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Quadrant 2			
Old ID	New ID		
34		Recreation Facilities (Pool, Ballfields, Ash Youth Center,,Bowling Alley	10
4		Senior Citizen Center	3
5		Library	2
13		Golf Cart Paths	0
16		Stadium	0
8		Recreational Development (Skating Rink, Bowling Alley, Bike Paths)	0
	6	Recreation	15
9	7	AWOL	0

Quadrant 3			
Old ID	New ID		
28	12	City Hall	1
14	13	Building D	0
	8	City Hall/Building D	1

Quadrant 4			
Old ID	New ID		
1		City Technology Infrastructure	12
35		Broadband	4
	9	City Technology Infrastructure/Community Broadband	16
30	10	Sanitation/Public Works Building	9
37	11	Water/Sewer Line Maintenance	2
38	12	Levy at Wastewater Plant	2



July 9, 2020

For immediate release

City awarded KDOT funds to assist with Maple Street improvements

Interim Independence City Manager Kelly Passauer announced today that the City will receive a nearly \$1.6 million award from the Kansas Department of Transportation (KDOT) to assist with improvements to a stretch of Maple Street from 17th Street west to Peter Pan Road.

The funding is part of KDOT's Cost Share Program, which supports transportation-related projects and requires a percentage of matching investment by the local entity. The proposed Maple Street project is estimated to cost \$2,635,452, she said, with KDOT providing \$1,594,089 and the City matching at \$1,041,363.

Passauer explained the project will include widening the street to 24 feet of driving surface from the Whiskey Street Bridge to Peter Pan and moving ditches away from the edge of the pavement; adding curb, gutter and storm sewer from 21st Street west to 28th Street; and milling and overlaying the street from 17th to just west of the Whiskey Creek Bridge.

This section of Maple Street is currently narrow and plagued by ruts, failing pavement and immediate deep ditches and requires nearly constant repair, Passauer said. She noted that with multiple heavy industries located along the street, as well as its function connecting south Independence with Walmart and Labette Health's Independence Health Care Center, the street is highly traveled and improvements are critically needed to optimize safety and commercial operations.

"We are grateful to KDOT for this significant award, to the Independence City Commission for supporting the project and we look forward to getting the Maple Street project underway to make travel safer and more efficient for our citizens and businesses," Passauer said. She also expressed appreciation to City Finance Director Lacey Lies for preparing and submitting the funding application in May, and to area business and community leaders who contributed to the application by submitting letters of support for the project.

The next step in the process is selection of a project consultant, which she said should be accomplished in August. After surveying, project design and bid letting, construction is anticipated to take approximately one year, from August 2021 to August 2022.

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Media Contact:

Joanne Smith

joannecox68@gmail.com

620-330-3006

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Julie L. Lorenz, Secretary



Phone: 785-296-3461
Fax: 785-368-7415
kdot#publicinfo@ks.gov
http://www.kso.gov
Laura Kelly, Governor

June 9, 2020

Ms. Kelly Passauer
Interim City Manager
City of Independence
811 West Laurel Street
Independence, Ks 67301

Dear Ms. Passauer,

I am pleased to inform you that your project is selected to receive state funds and will be included in our state's Spring 2020 Cost Share Program.

Project Title	Construction Award	Fiscal Year
Maple Street Improvements	\$1,594,089	2021

The project referenced above is selected to receive a maximum state award of **\$1,594,089** and is expected to aid in the completion of "**construction-phase**" as proposed in your project application with the following considerations:

- Project will improve Maple Street from 17th Street to Peter Pan Road
- 17th to 21st will be milled and overlaid
- 21st to Peter Pan Road will be full depth replacement

In the next few weeks, you will receive a packet of materials to complete to move forward with your project.

Please remember that you are 100% financially responsible for the following items:

- **\$531,363.00** local cash match
- Preliminary Engineering (PE) and Design
- Right-of-Way
- Utilities
- Non-participating items
- All costs that exceed the maximum state award
-

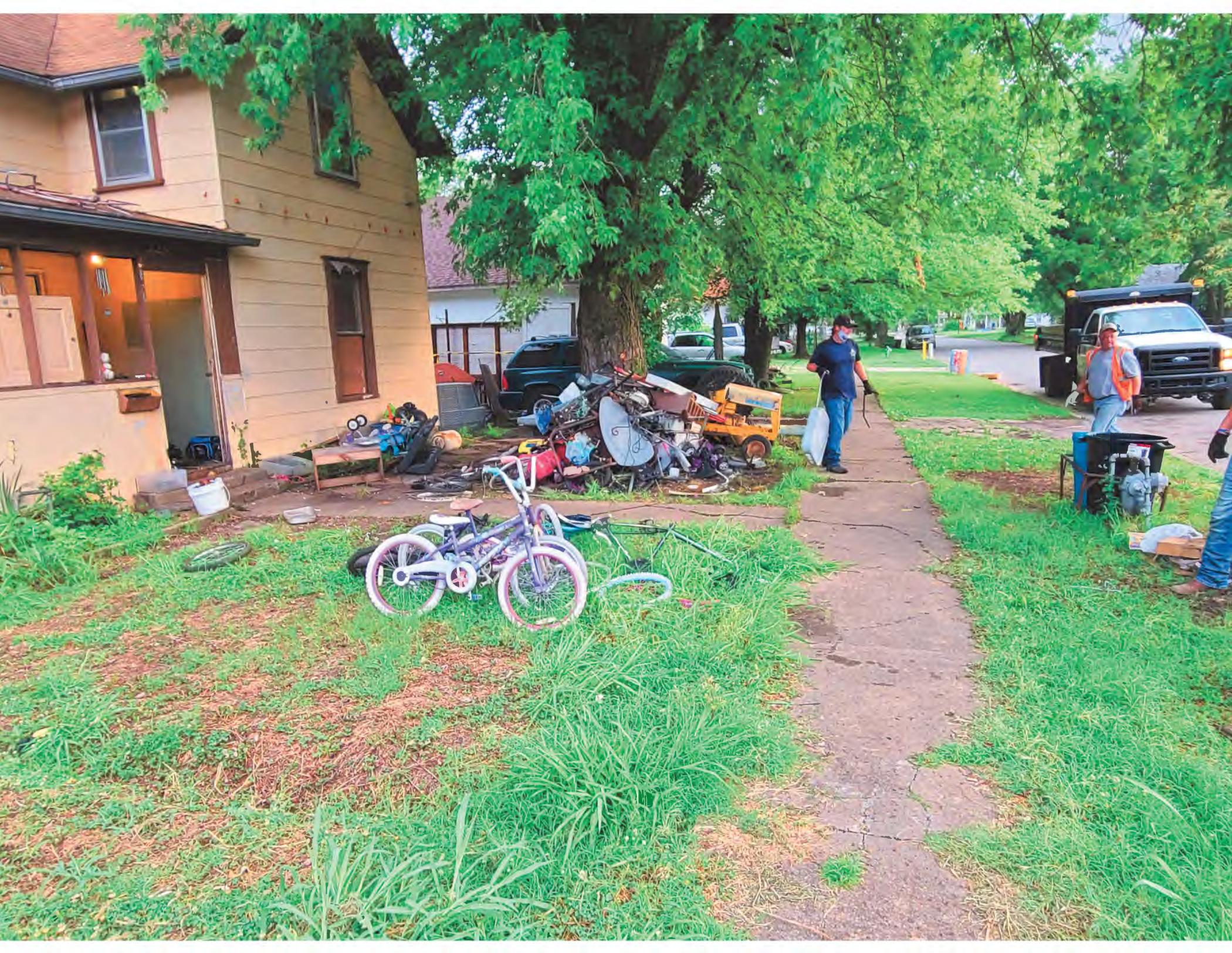
If you have any questions, please feel free to contact me by email at Michelle.D.Needham@ks.gov or by phone at 785-296-1939. A paper copy of this letter will be sent via mail for your records.

We look forward to working with you on this project.

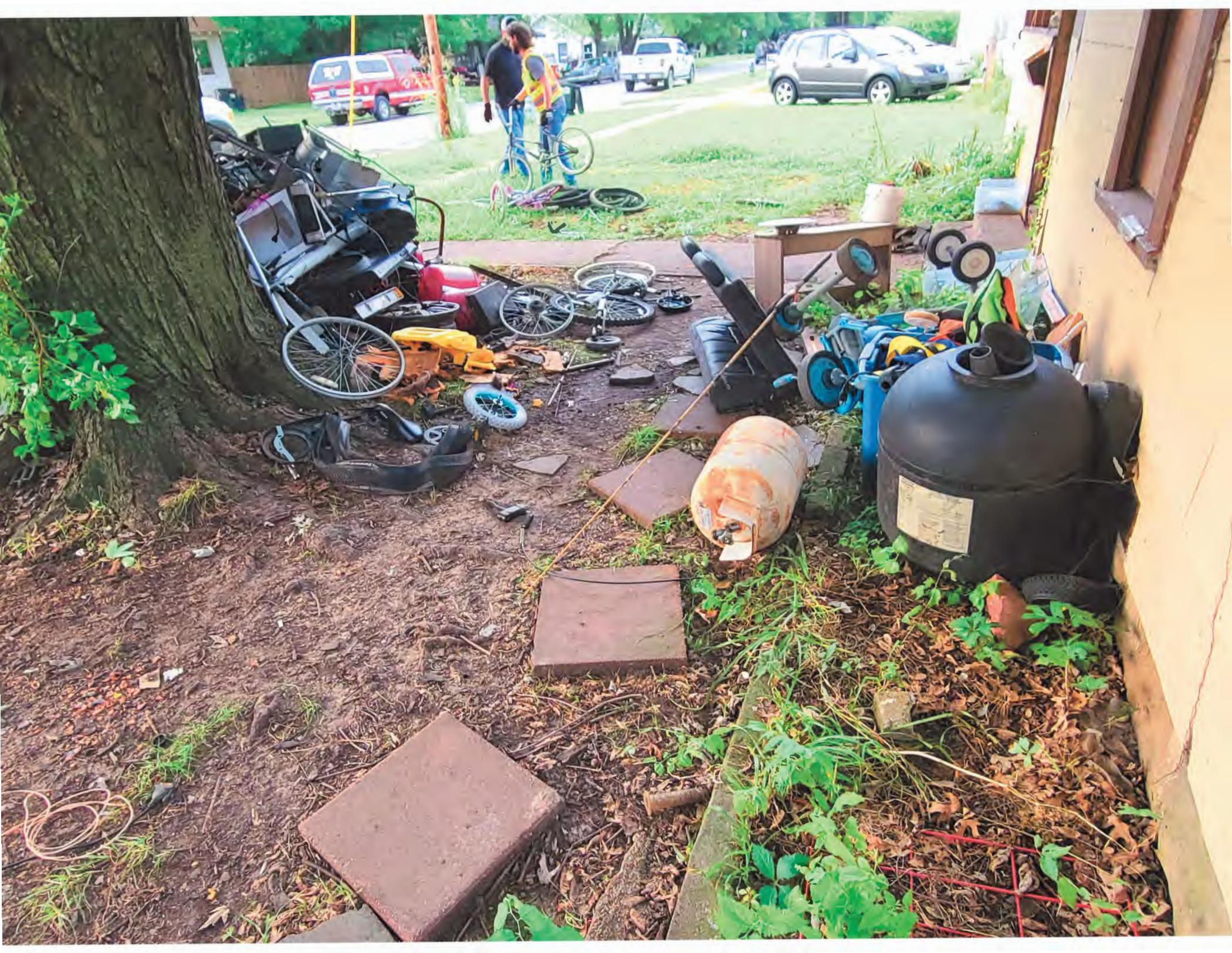
Sincerely,
Michelle Needham

Economic Development Programs Manager
Kansas Department of Transportation
700 SW Harrison Street
Topeka, KS 66603
Phone: 785-296-1939
Email: Michelle.D.Needham@ks.gov



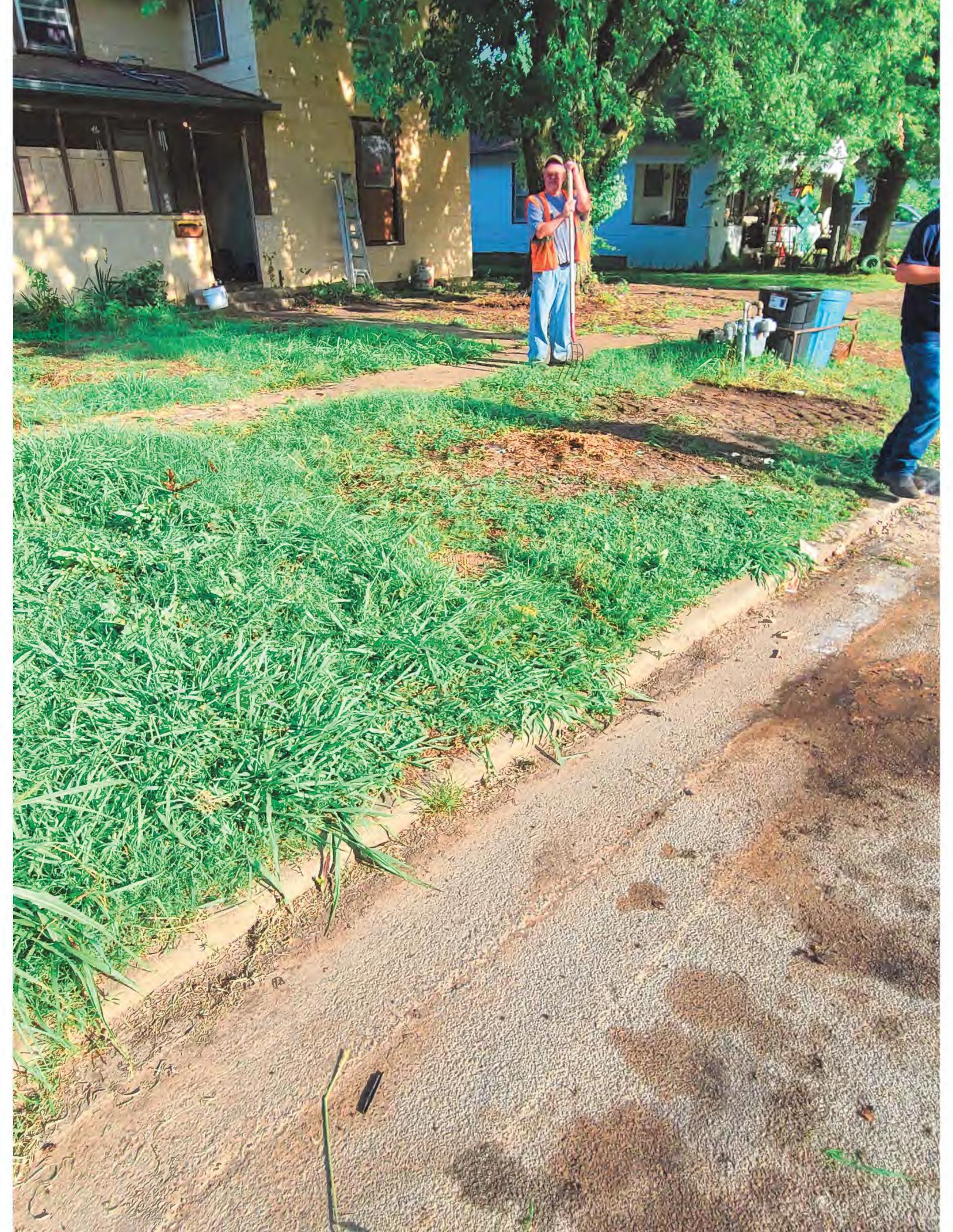












July 15, 2020

Mr. Kelly Passauer
City of Independence
811 West Laurel
Independence, KS 67301

Dear Mr. Passauer,

We would like to thank you for submitting an application for the State Fiscal Years (FYs) 2022 and 2023 City Connecting Link Improvement Program (CCLIP).

The Kansas Department of Transportation (KDOT) had approximately \$18.5 million to be programmed for CCLIP projects in FY 2022 and 2023. We received 81 applications requesting \$44 million of funding (\$56 million in total project costs). We were able to select 36 projects to be programmed for FYs 2022 and 2023.

Regretfully, your project was not selected for this round of funding. This does not mean the project was not a good one, but merely, KDOT did not have adequate funds to approve all requests. With that in mind, we encourage you to apply in the future for funding of a CCLIP Project.

Your interest in this program is appreciated.

If you have any questions, please do not hesitate to contact us. Questions may be directed to Dawn Hueske at (785) 207-1420 or Dawn.Hueske@ks.gov.

Sincerely,

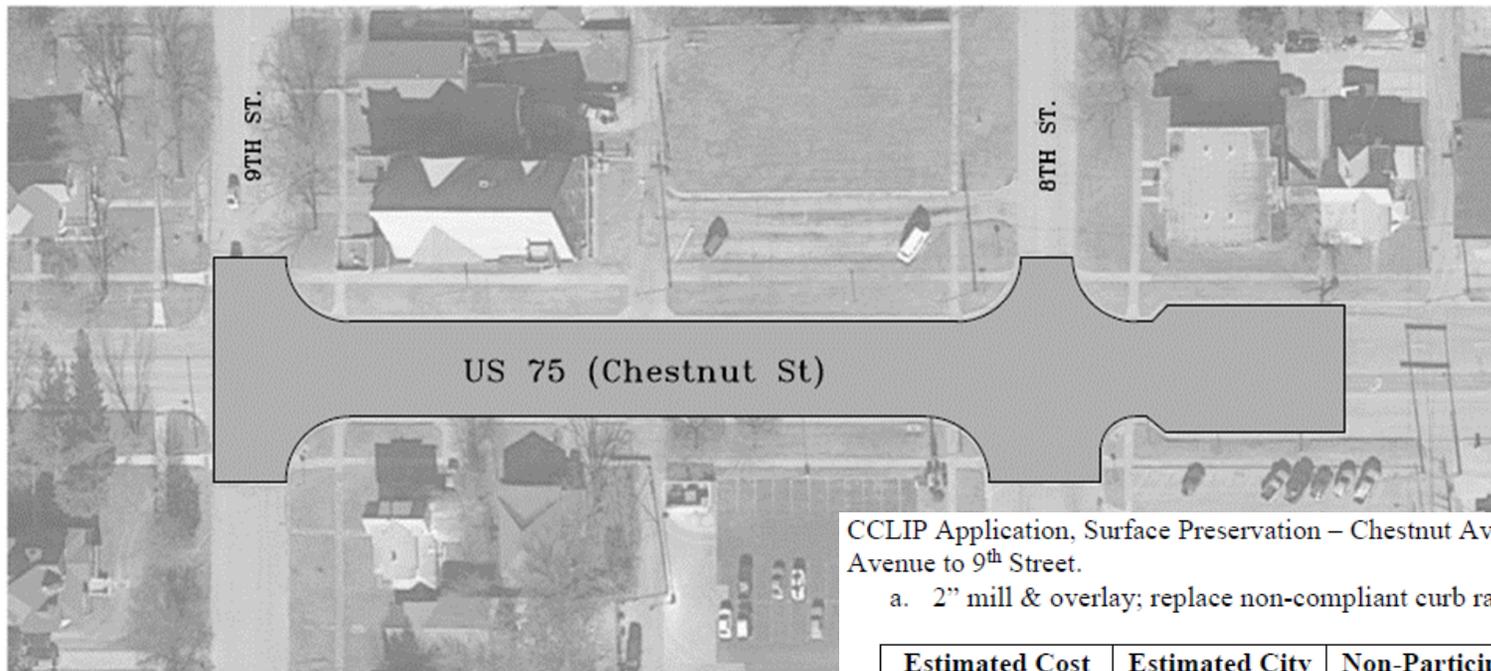


Michael J. Stringer, P.E., Chief
Bureau of Local Projects

CC: Hugh Bogle

Consider authorizing applications to KDOT for the following projects:

- Chestnut from near Penn Avenue to 9th Street
- Penn Avenue from Morningside Drive to North City limits



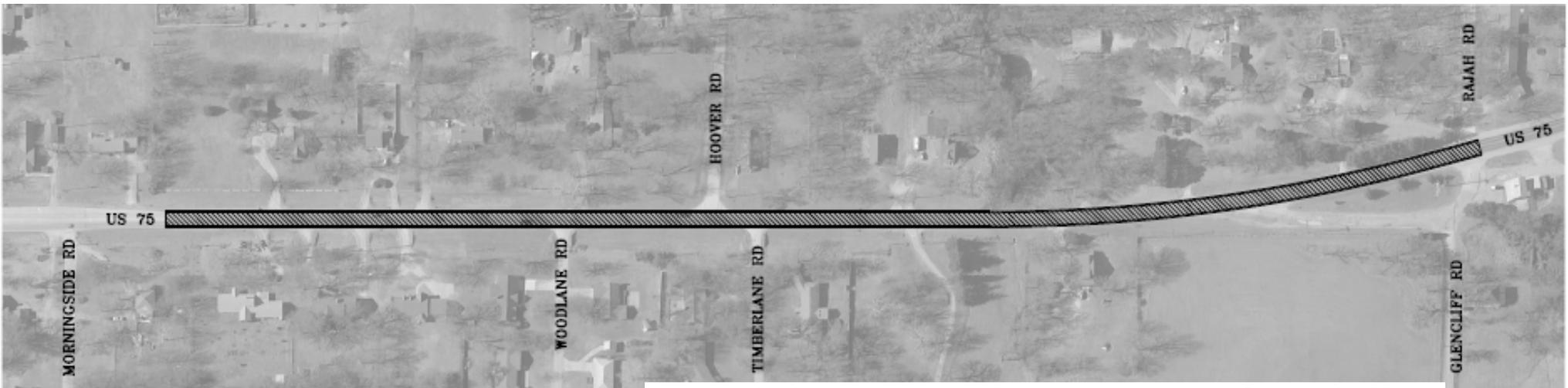
CCLIP Application, Surface Preservation – Chestnut Avenue (US 75) from near Penn Avenue to 9th Street.

- a. 2” mill & overlay; replace non-compliant curb ramps that abut new asphalt.

Estimated Cost	Estimated City Match – (10%)	Non-Participating Costs	Total City Cost
\$218,829.00	\$16,275.10	\$56,078.00	\$72,353.10

Consider authorizing applications to KDOT for the following projects:

- Chestnut from near Penn Avenue to 9th Street
- Penn Avenue from Morningside Drive to North City limits



CCLIP Application, Pavement Restoration – Penn Avenue (US 75) from Morningside Drive to North City Limits

- 3” mill, construct 2’ widening with 6” gravel and 4’ asphalt base, then 4” overlay cross section.

Estimated Cost	Estimated City Match – (10%)	Non-Participating Costs	Total City Cost
\$505,127.00	\$41,415.60	\$90,971.00	\$132,386.60



PROJECT UPDATE
CITY OF INDEPENDENCE
July 23, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Update on South Apron Runup reconstruction project at the Independence Municipal Airport.

BACKGROUND Bids were received on Jun 30, 2020 to reconstruct the South Apron Runup Area at the Independence Municipal Airport. This is a project funded from a Kansas Airport Improvement Program (KAIP) grant administered by KDOT. As noted in the Total Project Budget, the required KDOT share for construction (\$772,740) exceeds the AV-2020-19 grant amount of \$693,000 by \$79,740. Therefore, in order to make the project whole, additional KAIP funding is required along with \$8,860 of additional City funding. The highlighted section on the attached budget summarizes the additional funding requirements for the KDOT grant and City match. We currently have a request in with KDOT to determine whether or not they will fund the additional cost. Once we receive a response, we will bring this back to the Commission for approval to fund the additional cost to the City, or recommend other alternatives if KDOT does not approve the additional funds.

SUPPORTING DOCUMENTS

1. Bid Tab
2. Total Project Budget for the South Apron Runup Area reconstruction project

TABULATION OF BIDS

INDEPENDENCE MUNICIPAL AIRPORT (IDP) INDEPENDENCE, KANSAS

BASE BID

Reconstruct South Apron Runup Area

ADD ALTERNATE NO. 1

With 12" Treated Subgrade (ADDED PER ADDENDUM NO. 1)

ADD ALTERNATE NO. 2

With 12" Aggregate Subbase Course (ADDED PER ADDENDUM NO. 1)

KDOT Project No. AV-2020-20 (DESIGN)

KDOT Project No. AV-2020-19 (CONSTRUCTION)

Bids Received: 6/30/2020
Lochner Job No.: 000016373

Bids Tabulated By: IJW
Date: 6/30/2020

Bids Checked By: RMD
Date: 6/30/2020



\\KAC\PRJ\000016373\PROJECT FILES\ESTIMATE & BUDGET\Master-PayItems_(IDP Runup Area).xlsm\BID TAB

Item No.	Item Description	Quantity	Unit	Engineer's Estimate		J. Graham Construction, Inc. 1306 S. Elm Coffeyville, KS 67337		Emery Sapp & Sons, Inc. 140 Walnut Street Kansas City, MO 64106		GCC Enterprises, Inc. 1601 Valley View Lane Dallas, TX 75234	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID											
1	Contractor Quality Control Program (CQCP)	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 50,321.33	\$ 50,321.33	\$ 24,200.00	\$ 24,200.00
2	Erosion Control Barrier (Silt Fence)	150	L.F.	\$ 5.00	\$ 750.00	\$ 5.25	\$ 787.50	\$ 5.62	\$ 843.00	\$ 15.00	\$ 2,250.00
3	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	\$ 60,163.00	\$ 60,163.00	\$ 65,250.00	\$ 65,250.00	\$ 68,607.00	\$ 68,607.00	\$ 83,000.00	\$ 83,000.00
4	Temporary Marking, Lighting, and Barricades	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 22,263.95	\$ 22,263.95	\$ 12,000.00	\$ 12,000.00
5	Existing Pavement Removal	6,869	S.Y.	\$ 8.00	\$ 54,952.00	\$ 5.50	\$ 37,779.50	\$ 7.71	\$ 52,959.99	\$ 7.00	\$ 48,083.00
6	Saw Cut	1,047	L.F.	\$ 5.00	\$ 5,235.00	\$ 2.00	\$ 2,094.00	\$ 1.57	\$ 1,643.79	\$ 6.00	\$ 6,282.00
7	Variable Depth Cold Milling (0" to 2")	418	S.Y.	\$ 10.00	\$ 4,180.00	\$ 7.00	\$ 2,926.00	\$ 18.56	\$ 7,758.08	\$ 15.00	\$ 6,270.00
8	Unsuitable Subgrade Removal and Replacement	600	C.Y.	\$ 20.00	\$ 12,000.00	\$ 17.50	\$ 10,500.00	\$ 69.92	\$ 41,952.00	\$ 35.00	\$ 21,000.00
9	Erosion Control Blanket, Type 2C	1,428	S.Y.	\$ 4.00	\$ 5,712.00	\$ 2.25	\$ 3,213.00	\$ 2.53	\$ 3,612.84	\$ 6.00	\$ 8,568.00
10	Aggregate Base Course (6")	6,878	S.Y.	\$ 8.00	\$ 55,024.00	\$ 13.00	\$ 89,414.00	\$ 11.76	\$ 80,885.28	\$ 18.00	\$ 123,804.00
11	P.C.C. Pavement (6")	6,862	S.Y.	\$ 60.00	\$ 411,720.00	\$ 70.00	\$ 480,340.00	\$ 49.25	\$ 337,953.50	\$ 56.00	\$ 384,272.00
12	Surface Preparation, Pavement Marking Removal	1,707	S.F.	\$ 2.00	\$ 3,414.00	\$ 1.75	\$ 2,987.25	\$ 1.92	\$ 3,277.44	\$ 3.00	\$ 5,121.00
13	Temporary Non-ReflectORIZED Pavement Marking (Yellow)	2,129	S.F.	\$ 2.00	\$ 4,258.00	\$ 1.10	\$ 2,341.90	\$ 1.12	\$ 2,384.48	\$ 2.00	\$ 4,258.00
14	Permanent ReflectORIZED Pavement Marking (Yellow)	2,129	S.F.	\$ 2.00	\$ 4,258.00	\$ 2.10	\$ 4,470.90	\$ 2.25	\$ 4,790.25	\$ 3.00	\$ 6,387.00
15	Permanent Non-ReflectORIZED Pavement Marking (Black)	2,417	S.F.	\$ 2.00	\$ 4,834.00	\$ 1.55	\$ 3,746.35	\$ 1.72	\$ 4,157.24	\$ 2.00	\$ 4,834.00
16	Permanent Seeding	1	L.S.	\$ 3,000.00	\$ 3,000.00	\$ 1,750.00	\$ 1,750.00	\$ 2,495.17	\$ 2,495.17	\$ 3,500.00	\$ 3,500.00
17	Temporary Seeding	1	L.S.	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 166.34	\$ 166.34	\$ 3,500.00	\$ 3,500.00
Base Bid - Subtotal				\$ 641,000.00		\$ 719,100.40		\$ 686,071.68		\$ 747,329.00	
ADD ALTERNATE NO. 1											
1	Unclassified Excavation	1,489	C.Y.	\$ 10.00	\$ 14,890.00	\$ 15.00	\$ 22,335.00	\$ 22.40	\$ 33,353.60	\$ 17.00	\$ 25,313.00
2	Treated Subgrade (12")	6,878	S.Y.	\$ 10.00	\$ 68,780.00	\$ 5.50	\$ 37,829.00	\$ 10.01	\$ 68,848.78	\$ 8.00	\$ 55,024.00
Add Alternate No. 1 - Subtotal				\$ 83,670.00		\$ 60,164.00		\$ 102,202.38		\$ 80,337.00	
ADD ALTERNATE NO. 2											
1	Unclassified Excavation	3,798	C.Y.	\$ 8.00	\$ 30,384.00	NO BID SUBMITTED		\$ 18.49	\$ 70,225.02	\$ 17.00	\$ 64,566.00
2	Aggregate Subbase Course (12")	6,878	S.Y.	\$ 15.00	\$ 103,170.00	NO BID SUBMITTED		\$ 22.36	\$ 153,792.08	\$ 23.00	\$ 158,194.00
Add Alternate No. 2 - Subtotal				\$ 133,554.00		\$ -		\$ 224,017.10		\$ 222,760.00	
BASE BID + ADD ALTERNATE NO. 1 - TOTAL				\$ 724,670.00		\$ 779,264.40		\$ 788,274.06		\$ 827,666.00	
BASE BID + ADD ALTERNATE NO. 2 - TOTAL				\$ 774,554.00		NO BID SUBMITTED		\$ 910,088.78		\$ 970,089.00	

LOCHNER

				GDS, LLC. 901 North 11th Street St. Joseph, MO 64501		Contech, Inc. 114 S. Elm Place Broken Arrow, OK 74012		LaForge and Budd 2020 North 21st Street Parsons, KS 67357		Koss Construction Company 5830 SW Drury Lane Topeka, KS 66604	
Item No.	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID											
1	Contractor Quality Control Program (CQCP)	1	L.S.	\$ 58,230.00	\$ 58,230.00	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00
2	Erosion Control Barrier (Silt Fence)	150	L.F.	\$ 3.25	\$ 487.50	\$ 4.00	\$ 600.00	\$ 5.00	\$ 750.00	\$ 5.50	\$ 825.00
3	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	\$ 78,337.50	\$ 78,337.50	\$ 30,000.00	\$ 30,000.00	\$ 75,000.00	\$ 75,000.00	\$ 108,500.00	\$ 108,500.00
4	Temporary Marking, Lighting, and Barricades	1	L.S.	\$ 8,320.00	\$ 8,320.00	\$ 3,000.00	\$ 3,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00
5	Existing Pavement Removal	6,869	S.Y.	\$ 4.82	\$ 33,108.58	\$ 9.00	\$ 61,821.00	\$ 5.00	\$ 34,345.00	\$ 8.50	\$ 58,386.50
6	Saw Cut	1,047	L.F.	\$ 4.00	\$ 4,188.00	\$ 6.00	\$ 6,282.00	\$ 8.00	\$ 8,376.00	\$ 4.00	\$ 4,188.00
7	Variable Depth Cold Milling (0" to 2")	418	S.Y.	\$ 13.47	\$ 5,630.46	\$ 20.00	\$ 8,360.00	\$ 12.00	\$ 5,016.00	\$ 25.00	\$ 10,450.00
8	Unsuitable Subgrade Removal and Replacement	600	C.Y.	\$ 16.40	\$ 9,840.00	\$ 35.00	\$ 21,000.00	\$ 15.00	\$ 9,000.00	\$ 75.00	\$ 45,000.00
9	Erosion Control Blanket, Type 2C	1,428	S.Y.	\$ 2.40	\$ 3,427.20	\$ 3.00	\$ 4,284.00	\$ 2.25	\$ 3,213.00	\$ 3.00	\$ 4,284.00
10	Aggregate Base Course (6")	6,878	S.Y.	\$ 8.40	\$ 57,775.20	\$ 12.00	\$ 82,536.00	\$ 15.00	\$ 103,170.00	\$ 15.00	\$ 103,170.00
11	P.C.C. Pavement (6")	6,862	S.Y.	\$ 72.00	\$ 494,064.00	\$ 68.00	\$ 466,616.00	\$ 83.00	\$ 569,546.00	\$ 80.00	\$ 548,960.00
12	Surface Preparation, Pavement Marking Removal	1,707	S.F.	\$ 2.08	\$ 3,550.56	\$ 3.50	\$ 5,974.50	\$ 1.71	\$ 2,918.97	\$ 2.00	\$ 3,414.00
13	Temporary Non-ReflectORIZED Pavement Marking (Yellow)	2,129	S.F.	\$ 1.22	\$ 2,597.38	\$ 3.50	\$ 7,451.50	\$ 1.00	\$ 2,129.00	\$ 1.25	\$ 2,661.25
14	Permanent ReflectORIZED Pavement Marking (Yellow)	2,129	S.F.	\$ 2.38	\$ 5,067.02	\$ 5.75	\$ 12,241.75	\$ 2.00	\$ 4,258.00	\$ 2.25	\$ 4,790.25
15	Permanent Non-ReflectORIZED Pavement Marking (Black)	2,417	S.F.	\$ 1.98	\$ 4,785.66	\$ 3.50	\$ 8,459.50	\$ 1.53	\$ 3,698.01	\$ 1.75	\$ 4,229.75
16	Permanent Seeding	1	L.S.	\$ 4,356.00	\$ 4,356.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
17	Temporary Seeding	1	L.S.	\$ 4,356.00	\$ 4,356.00	\$ 2,000.00	\$ 2,000.00	\$ 100.00	\$ 100.00	\$ 110.00	\$ 110.00
Base Bid - Subtotal				\$ 778,121.06		\$ 752,626.25		\$ 878,819.98		\$ 947,468.75	
ADD ALTERNATE NO. 1											
1	Unclassified Excavation	1,489	C.Y.	\$ 14.20	\$ 21,143.80	\$ 13.00	\$ 19,357.00	\$ 18.00	\$ 26,802.00	\$ 12.50	\$ 18,612.50
2	Treated Subgrade (12")	6,878	S.Y.	\$ 7.20	\$ 49,521.60	\$ 12.50	\$ 85,975.00	\$ 8.50	\$ 58,463.00	\$ 20.00	\$ 137,560.00
Add Alternate No. 1 - Subtotal				\$ 70,665.40		\$ 105,332.00		\$ 85,265.00		\$ 156,172.50	
ADD ALTERNATE NO. 2											
1	Unclassified Excavation	3,798	C.Y.	\$ 13.80	\$ 52,412.40	\$ 13.00	\$ 49,374.00	NO BID SUBMITTED		NO BID SUBMITTED	
2	Aggregate Subbase Course (12")	6,878	S.Y.	\$ 13.72	\$ 94,366.16	\$ 20.50	\$ 140,999.00	NO BID SUBMITTED		NO BID SUBMITTED	
Add Alternate No. 2 - Subtotal				\$ 146,778.56		\$ 190,373.00		\$ -		\$ -	
BASE BID + ADD ALTERNATE NO. 1 - TOTAL				\$ 848,786.46		\$ 857,958.25		\$ 964,084.98		\$ 1,103,641.25	
BASE BID + ADD ALTERNATE NO. 2 - TOTAL				\$ 924,899.62		\$ 942,999.25		NO BID SUBMITTED		NO BID SUBMITTED	

TOTAL PROJECT BUDGET

INDEPENDENCE MUNICIPAL AIRPORT (IDP) INDEPENDENCE, KANSAS

KDOT Project No. AV-2020-20 (DESIGN)
KDOT Project No. AV-2020-19 (CONSTRUCTION)

BASE BID
Reconstruct South Apron Runup Area

ADD ALTERNATE NO. 1
With 12" Treated Subgrade (ADDED PER ADDENDUM NO. 1)

July 13, 2020

I:\KAC\PRJ\000016373\PROJECT FILES\AE\ESTIMATE & BUDGET\Master-Payitems_(IDP Runup Area).xlm\BUDGET (AA1 WITH LOW BID)

PROJECT FUNDING

KDOT Grant AV-2020-20 - Design (95%)	\$	28,500
Local Matching Funds for Grant AV-2020-20 - Design (5%)	\$	1,500
Total Grant-20	\$	30,000
KDOT Grant AV-2020-19 - Construction (90%)	\$	693,000
Local Matching Funds for Grant AV-2020-19 - Construction (10%)	\$	77,000
Total Grant-19	\$	770,000
Proposed Grant AV-2020-19 Amendment for Additional Funding (90%)	\$	79,740
Proposed Additional Local Matching Funds (10%)	\$	8,860
-----> Total Additional Funding	\$	88,600
TOTAL PROJECT FUNDING	\$	888,600

PROJECT COSTS (DESIGN) - KDOT GRANT 20

	Local Cost (5%)	KDOT Cost (95%)	Total Cost
<u>Engineering</u>			
Design - Basic Services	\$ 1,500.00	\$ 28,500.00	\$ 30,000.00
Subtotal	\$ 1,500.00	\$ 28,500.00	\$ 30,000.00
TOTAL DESIGN COSTS - KDOT GRANT 20	\$ 1,500	\$ 28,500	\$ 30,000

PROJECT COSTS (CONSTRUCTION) - KDOT GRANT 19

	Local Cost (10%)	KDOT Cost (90%)	Total Cost
<u>Administrative</u>			
Advertising (Est.)	\$ 8.60	\$ 77.40	\$ 86.00
Subtotal	\$ 8.60	\$ 77.40	\$ 86.00
<u>Engineering</u>			
Construction Services (Est.)	\$ 7,925.00	\$ 71,325.00	\$ 79,250.00
Subtotal	\$ 7,925.00	\$ 71,325.00	\$ 79,250.00
<u>Construction</u>			
Construction Costs - J. Graham Construction (BB + AA1)	\$ 77,926.44	\$ 701,337.96	\$ 779,264.40
Subtotal	\$ 77,926.44	\$ 701,337.96	\$ 779,264.40
TOTAL CONSTRUCTION COSTS - KDOT GRANT 19	\$ 85,860	\$ 772,740	\$ 858,600

TOTAL PROJECT COSTS (EST.) \$ 87,360 \$ 801,240 \$ 888,600



"Delivering Excellence"

June 08, 2020

Electrical Board Minutes – June 08, 2020

Call to Order: Kenny Evans

Present: Rick Kiister, Kenny Evans, Dennis Royer, Travis Blankinship and Rick Howard, & David Cowan

Visitors: Lacey Lies, Matt Hagood, & April Nutt

Approval of Minutes: Review of the March 02, 2020 minutes.

Motion to approve Rick Second Rick K. Yes – 5 No - 0

Old Business: Reviewed the approved ordinance that was supposed to go to the commission in March but due to COVID had been put on hold. This will be presented at the June 25, 2020 meeting. There was no discussion.

New Business:

Lacey Lies, Director of Finance was present to discuss the application and license renewal process for the City of Independence. Lacey discussed the process the clerk office uses to renew and review applications for Master and Journeyman licenses.

A lot of discussion of how a Journeyman license must be attached to a Master License and if that journeyman changes jobs, the master electrician needs to notify the City. It also appeared that a lot of the journeyman are not licensed in the City.

The Board asked David to send a letter to all Master Electricians reminding them a journeyman must be on the service job and present at the job sites. They also asked that the City start stopping and checking licenses.

April Nutt and Matt Hagood were present to discuss with the Board a maintenance employees ability to do maintenance on electrical. April outlined training that the housing department has acquired for Matt Hagood and what limited electrical maintenance they do at the Housing Dept.

A lot of discussion was held and questions asked during the conversation. The questions centered around :

- Training
- Oversight
- Liability
- Safety



"Delivering Excellence"

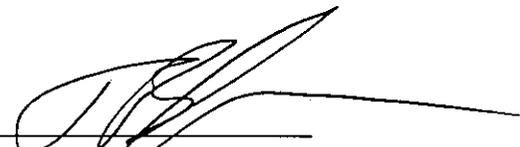
The Board is aware that there is probably a lot of electrical work occurring in apartments, rental properties and industry.

Current City Code prohibits electrical work by unlicensed electricians. The exception is a owner/occupied residence.

The board discussed the possibility of creating a new license category for a maintenance worker that would require testing and working under a master but did not make any decisions and would like to study and further discuss the request.

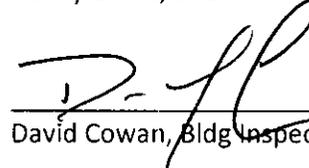
Federal Pacific Panels: Kenny would like to discuss this at the July meeting. But is wanting to ban Federal Pacific Panels.

Motion to adjourn: Kenny Evans Second: Rick Howard MSP.



Kenny Evans, Chair

7-13-2020
Date



David Cowan, Bldg Inspector/Secretary

INDEPENDENCE USD #446 RECREATION COMMISSION

Year-End Meeting June 30, 2020

Ash Youth Center

1501 N. 10th

MEMBERS PRESENT:

Christy Mavers
Ron Goins
Tony Turner
Tony Holmes
Joe Cooley

OTHERS PRESENT:

Brent Julian
Lori Bromley
Nick McBride
Jim Butts
Galen Palmer

Christy Mavers opened the commission meeting at 11:30 a.m.

ROUTINE

Agenda

The agenda was amended to add D. Covid-19 Update under II. Programs/Operations. Ron Goins moved to approve the agenda as amended. Tony Turner seconded. Motion carried 5-0.

Minutes

Joe Cooley moved to approve the board minutes for the May 20, 2020 board meeting. Tony Turner seconded. Motion carried 5-0.

Bills

Joe Cooley moved to approve the June 2020 bills and checks for payment as presented in the amount of \$32,773.27 as well as \$16,306.71 paid since the last board meeting. Tony Holmes seconded. Motion carried 5-0.

Treasurer's Report

Galen Palmer reported the following bank balances as of May 31, 2020: First Oak Bank – Checking: \$47,547.89; First Oak Bank – Petty Cash: \$500.00; and Equity Bank – Savings: \$246,382.16. Ron Goins moved to approve the treasurer's report as presented. Tony Turner seconded. Motion carried 5-0.

PROGRAM/OPERATIONS

Maintenance Report

Jim Butts answered any questions the board had on the maintenance report. The board asked Jim to check the fencing around Clark James field as the baseballs are rolling beneath the fencing, particularly in right field. Christy asked Jim to check the restrooms on Park St on a daily basis as they were not as clean as they should be. Brent stated he would check on them as well.

Programs Report

Nick McBride answered any questions the board had on the programs report. Nick reported to the commission that the 6 on 6 soccer league in connection with IHS has been very successful. Tony Turner informed Nick that he felt the ball field lights were turned off too soon at the last game he attended and it was hazardous. Brent stated that the supervisors usually give them ten minutes after the last game ends and then should start dousing the lights slowly as a warning; however he will make sure the supervisors all know this going forward. Tony Holmes asked Nick how the umpire clinic turned out and Nick stated that it went well but wished more would attend. Joe Cooley stated that the umpires and supervisors did well the night he was at a game on Park St.

Director's Report

IRC Director, Brent Julian, answered any questions the board had on the director/aquatics report. Christy asked Brent how the pool numbers are looking this summer and Brent stated they are not great, 300 swimmers has been the max for a one day total thus far. Brent stated that family night continues to be a hit and some days are just better than others.

Covid-19 Update

Brent gave the commission any updates he has received regarding the Covid-19 pandemic stating that hopefully he will know more this Thursday after the county officials hold their meeting. Brent stated that he has been in contact with Coffeyville Recreation to see what they are implementing but his main concern is whether or not the governor will change her stance on mass gatherings as that could create a problem. Brent also reported hearing that there could be different rules for inside gatherings vs. outside. Joe stated that it may be a concern regarding the mask rules and outside sporting events. Christy stated that she thought baseball and softball players would probably be exempt from the mask rules. Christy asked Brent to have the concession workers spray the restrooms and concession area every hour or so and also recommended the coaches not have the kids shake hands after each game. Tony Turner stated that the kids can tip their hat to the other team or just wave. Joe recommended having Lysol and hand sanitizer in every dugout.

BUSINESS/FINANCE

Designated KPERs Agent

Ron Goins moved to approve Lori Bromley as the designated Kpers agent. Tony Turner seconded. Motion carried 5-0.

Election of Board Officers

Tony Turner moved to approve that the IRC board officers retain their current positions for another year. Joe Cooley seconded. Motion carried 5-0.

Basketball goal update

Brent informed the board members that he hit a big snag with BSN Sports regarding the new retractable basketball goals. Brent stated that at the last minute BSN wanted to charge IRC an additional \$7,000-\$8,000 to do the structure work on the gymnasium walls in order to install the goals. Brent suggested upgrading the current goals that are getting in such bad shape before spending close to \$30,000 on retractable goals. Brent stated if the commission would still like to pursue that option maybe Iron Works or another construction company could do the structures instead of paying BSN to do it. Tony Turner suggested getting portable goals and Brent said his only concern with that is storage. Joe Cooley stated that some of the grade schools here in town have some nice portable goals maybe check with

them on where they were purchase. Brent stated he would do some checking on it and try to get some quotes.

Retirement of William Kelly

Brent informed the board that the after many years, IRC attorney, William Bill Kelly, is officially retiring. Brent stated he spoke to the City attorney, Jeff Chubb, who suggested IRC use Dan Reynolds. Brent stated he will reach out to Mr. Kelly before the July meeting and give the board an update then.

2020-2021 Budget Update

Brent discussed the upcoming budget numbers for FY21 with the commission and answered any questions they had. Brent stated he plans to stay with 3.75 mills for the general fund and 1.25 mills for employee benefits the same as last year. Brent stated that the pandemic could play a role in what is received in ad valorem taxes but hopefully it will not affect the numbers terribly.

Staff Evaluations

Christy Mavers suggested adjourning into executive session for ten minutes to discuss staff evaluations and the Director's contract.

Executive Session

Tony Turner moved to adjourn into executive session for approximately ten minutes. Joe Cooley seconded. Motion carried 5-0. The meeting re-convened at 12:24 p.m.

Director's Contract

Ron Goins moved to approve the renewal of Recreation Director, Brent Julian's contract for the fiscal year 2021. Tony Turner seconded. Motion carried 5-0.

Items from the Commission

Ron Goins * has been happy with the ball fields so far this summer

Joe Cooley *the umpires on Clark James field for CR Major and Minor have done a good job

Agreement for Action on Items from the Commission

No agreement for action on items.

Adjournment

The meeting adjourned at 12:26 p.m.

Respectfully Submitted,

Tony Turner
Secretary