

AGENDA

Independence City Commission

October 8, 2020

Veterans Room Memorial Hall 5:30 PM

To participate by conference call:

1 785-289-4727 Conference ID: 197 828 702#

I. REGULAR SESSION

A. Call To Order

B. Pledge Of Allegiance To The United States Of America

C. Adoption Of Agenda

II. APPOINTMENTS

A. Economic Development Advisory Board – One Resignation – Unexpired Term Ends January 1, 2022

III. CONSENT AGENDA

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

A. Appropriations

1. A-1872
2. P-1846

Documents:

[ORDINANCE NO A. 1872.PDF](#)
[ORDINANCE NO P-1846.PDF](#)

B. Consider Minutes Of The June 11, June 23 And June 25, 2020 Meetings.

Documents:

[JUNE 11 2020 MINUTES.PDF](#)
[JUNE 23 2020 SPECIAL MEETING MINUTES.PDF](#)
[JUNE 25 2020 MINUTES.PDF](#)

C. Consider Authorizing The Sale Of 1901 Bradley Court.

Documents:

[RCA -- 1901 BRADLEY.PDF](#)

D. Consider Authorizing The Abatement Of Nuisance Taxes For 1020 W. Maple Street And 1124 W. Maple Street.

Documents:

[RCA - ABATE NUISANCE TAXES - 1020 W MAPLE AND 1124 W MAPLE.PDF](#)

E. Consider Authorizing The Temporary Closure Of The Alley In The 600 Block Between West Main And West Maple Streets.

Documents:

[RCA OREILLYS.PDF](#)

IV. EXECUTIVE SESSION

A. For The Purpose Of Discussing Data Relating To Financial Affairs Or Trade Secrets Of Second Parties.

V. ITEMS FOR COMMISSION ACTION

A. Consider A Request To Partner With Labette Health To Expand The Independence Health Care Center.

Documents:

[09162020-EDAB SUMMARY RECOMMENDATION_LABETTE](#)

B. Consider Authorizing Approving CDBG-CV Grant Funding Received From The Kansas Department Of Commerce For 17 Qualifying Local Businesses.

Documents:

[RCA - CDBG-CV GRANT RECIPIENTS.PDF](#)

C. Consider Bids For Demolition Of Five Condemned Structures.

Documents:

[RCA - DEMO BIDS - 10082020.PDF](#)

D. Consider Authorizing Staff To Negotiate A Contract For Engineering Services With PEC For Advanced Metering And Water Line Replacement.

Documents:

[RCA - ENGINEERING FIRM - 10082020.PDF](#)

E. Consider A Request To Vacate 27th Street From Main Street To The Alley South Of Myrtle Street.

Documents:

[RCA - VACATING 27TH STREET - 10082020.PDF](#)

F. Consider Awarding Installation Services For The City's Wireless Fixed Broadband System Project.

Documents:

[RCA_FIXED WIRELESS BROADBAND SYSTEM
INSTALLATION_10.8.20.PDF](#)

VI. REPORTS

A. 2020 Census Update

B. City Board Minutes

1. August 19, 2020 Library Board
2. September 16, 2020 Recreation Commission

Documents:

2020.08.19.LIBRARYBOARDMINUTES.PDF
SEPT 16, 2020 RECREATION COMMISSION.PDF

VII. CITY MANAGER'S COMMENTS

VIII.COMMISSIONERS' COMMENTS

IX. PUBLIC CONCERNS

X. EXECUTIVE SESSION

A. Personnel Matters Of Non-Elected Personnel

XI. ADJOURNMENT

ORDINANCE NO. A – 1872

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 8TH day of October 2020.

_____ Mayor

Attest _____ City Clerk

Ordinance #A – 1872
\$ 708.065.60

PACKET: 24234 Regular Payments-10/09/2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
002100	A.W.O.L. I-10092020-STATEMENT	FUNDING	R	10/09/2020		2,500.00CR	072934	2,500.00
019370	AIRGAS USA LLC. I-9104785720 I-9104972026 I-9105207151	OXYGEN USP OXYGEN USP OXYGEN USP	R	10/09/2020 10/09/2020 10/09/2020		97.19CR 119.34CR 134.44CR	072935 072935 072935	350.97
035900	ANE MAE'S COFFEE AND I-8155 I-8189	SANDWICH SHOP LUNCH AUGUST 26TH SEPTEMBER 9TH AND 16TH	R	10/09/2020 10/09/2020		64.60CR 310.00CR	072936 072936	374.60
002510	ASHCRAFT TIRE COMPANY INC I-29180 I-29274 I-29275 I-29492	UNIT 518 2006 FORD F550 UNIT 602 2001 FREIGHTLINER MEDIC 5 2015 CHEVROLET EXPRESS MEDIC 2 2019 FORD TRANSIT 350	R	10/09/2020 10/09/2020 10/09/2020 10/09/2020		30.90CR 231.75CR 244.63CR 451.62CR	072937 072937 072937 072937	958.90
035889	AT&T I-913A190693823 09	SEP 2020 BUSINESS TELEPHONE	R	10/09/2020		1,169.60CR	072938	1,169.60
036623	AT&T I-8310005938290 09 I-8310005938296 09 I-8310009337616 09 I-8310009337626 09	ADI ACCESS CHARGE SEPT 2020 ADI ACCESS CHARGE SEPT 2020 VOICE OVER IP SEPT 2020 VOICE OVER IP SEPT 2020	R	10/09/2020 10/09/2020 10/09/2020 10/09/2020		2,171.44CR 591.34CR 1,321.99CR 394.57CR	072939 072939 072939 072939	4,479.34
034736	AT&T MOBILITY I-287259440768 09/20 I-287289769568X09/20	SEP 2020 CELL PHONE BILL SEP 2020 CELL PHONE BILL	R	10/09/2020 10/09/2020		384.16CR 2,539.95CR	072940 072940	2,924.11
002570	AUTO ZONE C-1605633885 C-1605783593 I-1065633495A I-1605628673A I-1605631505A I-1605633884 I-1605636042A I-1605636141A I-1605636644A I-1605761795 I-1605783194 I-1605793412 I-1605838842 I-1605839129 I-1605841747	DURALAST GOLD BATTERY ACCEL PEDAL HITCH BALL/TRAILER LIGHTING KI INTERLOCK HITCH BALL BRAKE PADS/ROTOR DURALAST GOLD BATTERY BOOSTER CABLE AIR FILTER/OIL FILTER SURALAST GOLD BATTERY TAIL PIPE/CLAMP ACCEL PEDAL OIL FULLER CROWS FOOT 8PC/IMPACT WOBBLE EXTENSION BAR/ADAPTER/SOCKET WRCH/SOCKET ADAPTER SET BLU, GN, RED WIRE/BULB	R	10/09/2020 10/09/2020 10/09/2020 10/09/2020 10/09/2020 10/09/2020 10/09/2020 10/09/2020 10/09/2020 10/09/2020 10/09/2020 10/09/2020 10/09/2020 10/09/2020 10/09/2020 10/09/2020 10/09/2020 10/09/2020 10/09/2020		18.00 99.99 63.98CR 12.99CR 201.14CR 147.99CR 47.99CR 126.02CR 147.99CR 6.49CR 105.49CR 27.64CR 37.86CR 24.77CR 45.46CR	072941 072941 072941 072941 072941 072941 072941 072941 072941 072941 072941 072941 072941 072941 072941 072941 072941 072941 072941	877.82

PACKET: 24234 Regular Payments-10/09/2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	10/09/2020			072942	**VOID**
VOID	VOID CHECK		V	10/09/2020			072943	**VOID**
003050	BARCO MUNICIPAL PRODUCTS, I-IN-238196	CONES/DBL SIDED PLANKS	R	10/09/2020		1,693.72CR	072944	1,693.72
037221	BAY BRIDGE ADM, LLC I-SEPTEMBER 2020	SEPTEMBER 2020 PAYROLL	R	10/09/2020		306.68CR	072945	306.68
036634	BAY BRIDGE ADMINISTRATORS, LLC I-SEPTEMBER 2020	SEPTEMBER 2020 PAYROLL	R	10/09/2020		2,030.36CR	072946	2,030.36
003460	BOUND TREE MEDICAL LLC I-83774999 I-83779734	CATHETER/MASK W/MANOMETER LINEN PAK	R	10/09/2020		194.94CR	072947	493.02
037401	BRAUN NW INC. I-AMBULANCEBID	AMBULANCE	R	10/09/2020		164,162.00CR	072948	164,162.00
036329	BROMLEY, MATT I-SEP 2020	HOUSING MOWING	R	10/09/2020		1,050.00CR	072949	1,050.00
003700	BRUCE BUSHNELL I-202010053519	50 BALES OF HAY	R	10/09/2020		225.00CR	072950	225.00
004497	JEFF CHUBB - C/O EMERT I-10092020-STATEMENT	CITY ATTORNEY'S FEES	R	10/09/2020		4,437.00CR	072951	4,437.00
033027	CINTAS I-5029954760 I-5030261526	SAFETY/FIRST AID CHECK SAFETY/FIRST AID CHECK	R	10/09/2020		25.07CR	072952	52.99
004645	CITY OF INDEPENDENCE I-AUG/SEP 2020 I-AUG/SEP 2020 1 I-AUG/SEP 2020 EARL I-AUG/SEPT 2020 I-SEE-KAN AUG/SEP 20	HOUSING WATER BILL HOUSING WATER BILL HOUSING WATER BILL HOUSING WATER BILL SEE-KAN CDI WATER BILL	R	10/09/2020		613.51CR 542.28CR 213.23CR 3,167.84CR 665.14CR	072953 072953 072953 072953 072953	5,202.00
032159	CJ'S THREADS I-19459	JOHN BOLES CAPTIAN	R	10/09/2020		76.90CR	072954	76.90

PACKET: 24234 Regular Payments-10/09/2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
004864	COMMUNITY NATIONAL BANK					10.00CR	072955	
	I-09/25/20	POSTAGE FOR PD	R	10/09/2020		22.70CR	072955	32.70
	I-PDPOSTAGE	DERRICK BAYS-PD POSTAGE	R	10/09/2020				
034663	COMMUNITY NATIONAL BANK					15.00CR	072956	15.00
	I-SAFEDEPBOX 2020	SAFE DEPOSIT BOX RENT-HOUSING	R	10/09/2020				
037240	CONSTELLATION NEWENERGY - GAS DIVISION LLC					1,749.99CR	072957	1,749.99
	I-3005705	AUG 2020 GAS BILL	R	10/09/2020				
036822	COPY PRODUCTS INC					86.88CR	072958	86.88
	I-341280	STAPLE CARTRIDGE REFILL	R	10/09/2020				
034221	CORE & MAIN					49.46CR	072959	49.46
	I-M721739	4 PVC/ 6 PVC	R	10/09/2020				
032078	CPR PEST MANAGEMENT, INC.					120.00CR	072960	120.00
	I-BLDG D 09/2020	BLDG D PEST CONTROL	R	10/09/2020				
035070	D & F SERVICES, LLC					15,673.10CR	072961	
	I-5041	DFLOC 3610 BULK-2500 GALLONS	R	10/09/2020		745.00CR	072961	16,418.10
	I-5052	CHLORINE DIOXIDE SYSTEM RENTAL	R	10/09/2020				
036939	DREW RISING					10.00CR	072962	
	I-09212020	MEAL REIMBURSEMENT	R	10/09/2020		8.00CR	072962	
	I-20202067	MEAL REIMBURSEMENT	R	10/09/2020		7.03CR	072962	25.03
	I-20202082	DREW RISING	R	10/09/2020				
034816	ECOLAB PEST					114.98CR	072963	
	I-2170852	PEST CONTROL- MC KINLEY SOUTH	R	10/09/2020		114.98CR	072963	
	I-2170856	PEST CONTROL-MCKINLEY SOUTH	R	10/09/2020		538.56CR	072963	768.52
	I-3028389	PEST CONTROL- PENN TERRACE APT	R	10/09/2020				
034094	EMERGENCY SERVICES SUPPLY					116.39CR	072964	116.39
	I-16306	MAGNETIC DOOR SWITCH	R	10/09/2020				
022155	EMERT CHUBB REYNOLDS LLC					2,633.20CR	072965	2,633.20
	I-10092020-STATEMENT	MUNICIPAL COURT PROSECUTOR	R	10/09/2020				
033119	FASTENAL COMPANY					30.42CR	072966	30.42
	I-KSIND44293	HRFLATBAR	R	10/09/2020				

PACKET: 24234 Regular Payments-10/09/2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	10/09/2020			072974	**VOID**
VOID	VOID CHECK		V	10/09/2020			072975	**VOID**
VOID	VOID CHECK		V	10/09/2020			072976	**VOID**
VOID	VOID CHECK		V	10/09/2020			072977	**VOID**
011211	INDEPENDENCE FIRE FIGHTER I-09 202009043512	FIRE INSURANCE WITHHELD	R	10/09/2020		94.32CR	072978	94.32
011180	INDEPENDENCE COMMUNITY I-06 202009043512	COMMUNITY CHEST WITHHELD	R	10/09/2020		38.00CR	072979	38.00
011200	INDEPENDENCE DAILY							
	I-45865	1516 1/2 W LAUREL LEGAL NOTICE	R	10/09/2020		26.86CR	072980	
	I-54863	ORD 4332 LEGAL NOTICE	R	10/09/2020		12.64CR	072980	
	I-54864	ORD 2020-043 LEGAL NOTICE	R	10/09/2020		25.28CR	072980	
	I-54866	1033 N 17TH PL LEGAL NOTICE	R	10/09/2020		66.36CR	072980	
	I-54867	BUDGET LEGAL NOTICE	R	10/09/2020		132.72CR	072980	
	I-54868	PUBLIC MEETING NOTICE	R	10/09/2020		17.38CR	072980	
	I-54874	TREASURERS REPORTER LEGAL NOTI	R	10/09/2020		189.60CR	072980	
	I-54875	1217 N 9TH LEGAL NOTICE	R	10/09/2020		94.80CR	072980	
	I-54876	1105 W MAIN LEGAL NOTICE	R	10/09/2020		97.96CR	072980	
	I-54877	416 S 18TH ST LEGAL NOTICE	R	10/09/2020		91.64CR	072980	
	I-54878	409 S 17TH LEGAL NOTICE	R	10/09/2020		91.64CR	072980	
	I-54879	321 S 19TH LEGAL NOTICE	R	10/09/2020		91.64CR	072980	
	I-54881	813 S 18TH LEGAL NOTICE	R	10/09/2020		94.80CR	072980	
	I-54882	1101 W MAIN LEGAL NOTICE	R	10/09/2020		97.96CR	072980	
	I-54883	1529 W LAUREL LEGAL NOTICE	R	10/09/2020		101.12CR	072980	
	I-55048	CDGB APPLICATION LEGAL NOTICE	R	10/09/2020		25.28CR	072980	
	I-55049	ORD 4333 LEGAL NOTICE	R	10/09/2020		12.64CR	072980	
	I-55371	414 S WALD LEGAL NOTICE	R	10/09/2020		94.80CR	072980	1,365.12
VOID	VOID CHECK		V	10/09/2020			072981	**VOID**
VOID	VOID CHECK		V	10/09/2020			072982	**VOID**
VOID	VOID CHECK		V	10/09/2020			072983	**VOID**
033149	INDEPENDENCE FIREMEN'S I-23 202009043512	FUNDING/FIREMEN'S ASSOCIATION	R	10/09/2020		210.00CR	072984	210.00

PACKET: 24234 Regular Payments-10/09/2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
032735	INDEPENDENCE HISTORICAL I-10092020-FUNDING	FUNDING	R	10/09/2020		1,416.67CR	072985	1,416.67
030108	INDEPENDENCE HOUSING I-AUG2020	SPARK REIMBURSEMENTS	R	10/09/2020		3,483.10CR	072986	3,483.10
011215	INDEPENDENCE MAIN STREET I-10092020-STATEMENT	FUNDING FOR INDEP. MAIN STR.	R	10/09/2020		2,083.34CR	072987	2,083.34
035353	INDEPENDENCE OPTIMIST CLUB I-2684	DUES FOR OCT1-DEC31 2020	R	10/09/2020		140.00CR	072988	140.00
011280	INDEPENDENCE USD 446 I-10092020-STATEMENT	ASH ALLOTMENT	R	10/09/2020		2,000.00CR	072989	2,000.00
037321	INTERNAL REVENUE SERVICE I-TL1202009043512	TAX LEVY	R	10/09/2020		342.03CR	072990	342.03
012160	JERRY HALL'S COMMUNICATIO I-17948	KML-72 SPK MIC	R	10/09/2020		90.00CR	072991	90.00
037045	JM NATURAL HOOF & HORSE I-140161	2 DONKEY HOOF TRIMS	R	10/09/2020		70.00CR	072992	70.00
036544	KANSAS COMMUNICATION SERVICES INC. I-31717	WORKORDER LABOR SALES	R	10/09/2020		152.50CR	072993	
	I-COI2009	PENN TERRACE	R	10/09/2020		166.78CR	072993	319.28
032449	KANSAS PAYMENT CENTER I-W16202009043512	MG3D*00095C/KEITH COPITKHE	R	10/09/2020		116.61CR	072994	
	I-W66202009043512	CS# MG 18DM00183 I - K GINTHER	R	10/09/2020		105.23CR	072994	
	I-W67202009043512	MG19DM0075I-CHRIS FURR	R	10/09/2020		282.46CR	072994	504.30
1	KPPB LAW I-OVPYKPPBLAW	KPPB LAW:	R	10/09/2020		12.01CR	072995	12.01
036883	LABETTE HEALTH I-21	MEDICAL SUPPLIES	R	10/09/2020		997.38CR	072996	997.38
011260	INDEPENDENCE PUBLIC LIBRARY I-AUG2020	IPL SPARK REIMBURSEMENTS	R	10/09/2020		4,271.22CR	072997	
	I-SEP 2020	LIBRARY AD VALOREM TAX SEP 20	R	10/09/2020		25,216.85CR	072997	29,488.07

PACKET: 24234 Regular Payments-10/09/2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
036790	LIFE-ASSIST, INC I-1035474	MEDICAL SUPPLIES	R	10/09/2020		778.15CR	072998	
	I-1035908	PROTECTIVE GOWN THUMB LOOP	R	10/09/2020		684.00CR	072998	
	I-1036476	RESUSCITATOR/SPONGE/CLAMP	R	10/09/2020		585.64CR	072998	
	I-1036477	BEDDING KIT	R	10/09/2020		331.25CR	072998	
	I-1036483	NITRILE EXAM GLOVES	R	10/09/2020		285.00CR	072998	2,664.04
1	LINDA SLEETH I-PKREBSLEETH	LINDA SLEETH:	R	10/09/2020		40.00CR	072999	40.00
014400	LINNS AIR COOLED ENGINES LLC I-2788948	PRIMER/SHARPEN CHAIN	R	10/09/2020		39.35CR	073000	
	I-961859	MIX OIL	R	10/09/2020		14.75CR	073000	54.10
035478	LOCHNER, H.W. INC. I-000017435-1	KDOT POJECT NO.AV-2021-36	R	10/09/2020		3,000.00CR	073001	
	I-000017435-2	KDOT POJECT NO.AV-2021-36	R	10/09/2020		8,032.00CR	073001	11,032.00
035269	MCDANIEL COMPANY, INC. I-30607	INSPECTION DEFICIENCIES	R	10/09/2020		1,534.73CR	073002	1,534.73
015680	MID CONTINENT BAND I-10092020-STATEMENT	FUNDING	R	10/09/2020		758.34CR	073003	758.34
032556	MIDWEST MINERALS, LLC I-460403	SCA-4/SB1/SR1/GRADE D 1"/PB2/B	R	10/09/2020		909.53CR	073004	909.53
036981	MONTGOMERY COUNTY RWD #2 I-SEPT 2020	SEP 2020 SEWER METER READINGS	R	10/09/2020		48.00CR	073005	48.00
037402	MUNICIPAL CONSULTING, LLC I-2020-09-01	EXCEL SPREADSHEET MODULE	R	10/09/2020		750.00CR	073006	750.00
035913	NEWTONS TRUE VALUE I-C97618	POWER PLUG GRAB BAR	R	10/09/2020		70.98CR	073007	
	I-C97725	DUCT TAP/TEMP BED BUG CON	R	10/09/2020		80.98CR	073007	
	I-C98110	ANTI-SIPH BAILCOCK	R	10/09/2020		7.99CR	073007	
	I-D162145	CLR HALIDE LAMP	R	10/09/2020		33.99CR	073007	
	I-D163309	DISP YELLOW JACKET TRAP	R	10/09/2020		22.47CR	073007	
	I-D163954	TORX BIT SET/KOHLER CORALAIS C	R	10/09/2020		59.96CR	073007	
	I-D164006	REFRIGERATOR	R	10/09/2020		749.99CR	073007	
	I-FINANCE CHARGE	FINANCE CHARGE	R	10/09/2020		1.03CR	073007	1,027.39

PACKET: 24234 Regular Payments-10/09/2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	10/09/2020			073008	**VOID**
034538	APRIL NUTT I-MILAGEJUL/SEP	MILEAGE JUL-SEP 2020	R	10/09/2020		288.26CR	073009	288.26
018120	O'REILLY AUTO PARTS I-0154-361261 I-0154-361851 I-0154-362243 I-0154-362299 I-0154-362865 I-0154-363829	1 QT TRANSFLD/FUNNEL MARKER LIGHT SPREADER HOOD LATCH 1 QT TRANS FLD OIL FILTER OIL FILTER/5QT MOTOROIL	R	10/09/2020		25.75CR 21.56CR 1.19CR 37.32CR 13.32CR 25.39CR	073010 073010 073010 073010 073010 073010	124.53
036080	OK ELECTRIC WORKS I-17029	DISPLAY PUMP FOR FOUNTAIN	R	10/09/2020		894.00CR	073011	894.00
032859	PACE ANALYTICAL SERVICES, I-2060115029 I-2060115088	LAB TESTING LAB TESTING	R	10/09/2020		285.00CR 205.00CR	073012 073012	490.00
037205	PAUL TERRY I-09272020	MEAL REIMBURSEMENT	R	10/09/2020		5.83CR	073013	5.83
037174	PRAIRIELAND PARTNERS I-10343768 I-10344045 I-10344270 I-10351431	PTO PULL SWITCH JUMPER SWITCH BATTERY/WET CHRAGE BATTERY BUSHING	R	10/09/2020		50.74CR 19.88CR 731.16CR 30.38CR	073014 073014 073014 073014	832.16
033404	QUALITY MOTORS I-163971	2006 FORD DRW DUPER DUTY	R	10/09/2020		579.73CR	073015	579.73
033732	QUEST DIAGNOSTICS I-9189458844	SPECIMEN	R	10/09/2020		158.22CR	073016	158.22
036526	QUILL INC. I-10092148 I-10468980	BLK INK CARTRIDGE INK CART	R	10/09/2020		79.98CR 83.98CR	073017 073017	163.96
034970	REALPAGE, INC. I-I2009095382	TBRA/MCKINLEY	R	10/09/2020		20.90CR	073018	20.90

PACKET: 24234 Regular Payments-10/09/2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
021300	RESOURCE RECOVERY DIV I-4392000007730	4392 SEP LANDFILL	R	10/09/2020		12,291.82CR	073019	12,291.82
1	ROBERT STEVENS I-SECDEPSTEVENS	ROBERT STEVENS:	R	10/09/2020		329.84CR	073020	329.84
1	ROSE KAMMERER I-MEMHALLREMKA KAMMERER	ROSE KAMMERER:	R	10/09/2020		50.00CR	073021	50.00
033605	SANDBAGGER GOLF CARS I-15999 I-16015	BELT B SECTION DECK BELT/INSPECT BELTS	R	10/09/2020		87.20CR 142.85CR	073022 073022	230.05
022110	SAYERS ACE HARDWARE INC. C-K57032 C-L47022 I-046934 I-047021 I-047043 I-46856 I-K56918 I-K56953 I-K57085 I-L46818 I-L46862 I-L47009 I-L47116 I-L47163	CREDIT ON INVOICE L47009 CREDIT RETURN FOR KEYS KEYS-TICKET BOOTH KEYS KEYS HANDLE T GARAGE DIECAST KEYS SHOWER ARM MOUNT VALV TEMP PRESS SHANK BAR GRAB/NUTS/BOLTS/NAI LS GORILLA SILICONE 2.8 OZ SPACKLING/LUBRICANT/NUT &WASHER KEYS DWV FLEX COUPLING	R	10/09/2020		34.96 3.78 30.24CR 3.78CR 3.78CR 25.98CR 1.89CR 11.99CR 16.99CR 30.57CR 4.99CR 144.66CR 3.78CR 6.99CR	073023 073023 073023 073023 073023 073023 073023 073023 073023 073023 073023 073023 073023 073023 073023	246.90
VOID	VOID CHECK		V	10/09/2020			073024	**VOID**
VOID	VOID CHECK		V	10/09/2020			073025	**VOID**
036207	SECURITY BENEFIT GROUP I-08152020PY I-09012020PY I-09152020PY I-AUG012020PY	AUGUST 15TH, 2020 PAYROLL SECURITY BENEFIT GROUP SECURITY BENEFIT GROUP AUGUST 1ST 2020 PAYROLL	R	10/09/2020		4,401.15CR 2,238.65CR 4,588.65CR 2,151.15CR	073026 073026 073026 073026	13,379.60
032440	STAPLES CREDIT PLAN I-SEP 2020	HEAVY DUTY VIEW BINDER	R	10/09/2020		28.09CR	073027	28.09

PACKET: 24234 Regular Payments-10/09/2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
I-408417		CONCRETE SEALANT/HOOKS/LINKS	R	10/09/2020		93.64CR	073037	
I-408419		NUTS/BOLTS/SCREWS	R	10/09/2020		9.98CR	073037	
I-408933		MALATHION SPRAY/CARPET	R	10/09/2020		19.48CR	073037	
I-408968		METAL HALIDE BULB/SODIM BULB	R	10/09/2020		63.47CR	073037	
I-409265		FRIDGE	R	10/09/2020		1,238.00CR	073037	
I-409425		NUTS/BOLTS/SCREWS	R	10/09/2020		8.49CR	073037	
I-409441		CLAMP/HOOD VENT/ALUM FLEX DUCT	R	10/09/2020		120.33CR	073037	
I-409859		MASONARY SAND/5GL PLASTIC BUCK	R	10/09/2020		12.18CR	073037	
I-410012		MASONARY SAND	R	10/09/2020		10.00CR	073037	
I-410479		BLACK TAPE	R	10/09/2020		8.99CR	073037	
I-410495		LEVER/KNOB/LAP LINK	R	10/09/2020		165.43CR	073037	
I-410544		BLK PIPE/METAL CUT WHEEL/FLAP	R	10/09/2020		43.43CR	073037	
I-410570		GLOSS S/G BLA KRYLON SPRAY PAI	R	10/09/2020		15.87CR	073037	
I-410843		NUTS/BOLTS/SCREW/TITANIUM BIT	R	10/09/2020		11.60CR	073037	
I-411138		AUTO FLAME STARTER TORCH KIT	R	10/09/2020		35.99CR	073037	
I-411997		CONNECTOR/SINK SUPPLY FITS	R	10/09/2020		15.98CR	073037	
I-412004		JUNCITON BOX COVER	R	10/09/2020		1.79CR	073037	
I-412024		V2000 HOOK & EYE 2-1/2"	R	10/09/2020		2.49CR	073037	
I-412050		NUTS, BOLTS & SCREWS	R	10/09/2020		7.96CR	073037	
I-412052		NUTS/BOLTS/SCREWS	R	10/09/2020		7.38CR	073037	
I-412085		PIANO HINGE/HASP/HOOKS/BRACE	R	10/09/2020		101.37CR	073037	
I-412126		CONCRETE HALF SASH/SOLID BLOCK	R	10/09/2020		101.90CR	073037	
I-412128		EYE BOLT/NUTS/BOLTS & SCREWS	R	10/09/2020		27.62CR	073037	
I-412140		JBM PALLET	R	10/09/2020		25.00CR	073037	
I-412197		NUTS/BOLTS/SCREWS/STEEL ANGLE	R	10/09/2020		67.25CR	073037	
I-412215		FLAP DISC/METAL CUT/NUTS/BOLTS	R	10/09/2020		32.05CR	073037	
I-412289		THREADED BLOACK PIPE	R	10/09/2020		10.99CR	073037	
I-412348		ALUM LADDER	R	10/09/2020		81.00CR	073037	
I-412363		EYE BOLT THREADED ROD	R	10/09/2020		14.96CR	073037	
I-412376		EMT STRAP RATCHET TIE DOWN	R	10/09/2020		32.57CR	073037	
I-412851		2 X4 CEILING TILE	R	10/09/2020		79.98CR	073037	
I-412900		PVC PIPE	R	10/09/2020		5.99CR	073037	
I-413050		OT PAINT THINNER	R	10/09/2020		7.49CR	073037	
I-413077		LOCKS	R	10/09/2020		40.00CR	073037	
I-K11051		IMPACT BIT SET/SCREWDRIVER BIT	R	10/09/2020		30.98CR	073037	3,802.77
VOID	VOID CHECK		V	10/09/2020			073038	**VOID**
VOID	VOID CHECK		V	10/09/2020			073039	**VOID**
VOID	VOID CHECK		V	10/09/2020			073040	**VOID**

PACKET: 24234 Regular Payments-10/09/2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	10/09/2020			073041	**VOID**
VOID	VOID CHECK		V	10/09/2020			073042	**VOID**
VOID	VOID CHECK		V	10/09/2020			073043	**VOID**
VOID	VOID CHECK		V	10/09/2020			073044	**VOID**
VOID	VOID CHECK		V	10/09/2020			073045	**VOID**
VOID	VOID CHECK		V	10/09/2020			073046	**VOID**
VOID	VOID CHECK		V	10/09/2020			073047	**VOID**
037362	WYOMING CHILD SUPPORT							
	I-W70202009043512	19KS-12DM09 234135 J WOOD	R	10/09/2020		207.69CR	073048	207.69
029045	ZOLL MEDICAL CORPORATION							
	I-3134443	AUTOPULSE LI-ION BATTERY	R	10/09/2020		808.50CR	073049	808.50

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	94	0.00	708,065.60	708,065.60
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	22	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:	116	0.00	708,065.60	708,065.60

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 24234 Regular Payments-10/09/2020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
--------	-------------	------	------------	------------	----------	--------	-----------	--------------

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	10/2020	50,175.13CR
11	10/2020	388,617.89CR
19	10/2020	894.00CR
21	10/2020	11,032.00CR
26	10/2020	3,250.00CR
31	10/2020	888.34CR
33	10/2020	24,367.87CR
37	10/2020	13,196.60CR
42	10/2020	25,216.85CR
43	10/2020	283.69CR
44	10/2020	2,000.00CR
49	10/2020	1,907.09CR
51	10/2020	1,815.93CR
53	10/2020	8,904.39CR
54	10/2020	755.65CR
55	10/2020	290.22CR
56	10/2020	668.26CR
57	10/2020	140.45CR
59	10/2020	991.22CR
64	10/2020	69.70CR
94	10/2020	172,600.32CR
ALL		708,065.60CR

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-014210 LEAGUE OF KS MUNICIPALITIES									
I	20-2081	LEAGUE VIRTUAL CONFERENCE	AP		E	10/28/2020	891.00 891.00	891.00CR	
			EFT				891.00 891.00	891.00CR 0.00	0.00

01-033568 GALAXIE BUSINESS									
I	119224	ANTI-VIRUS	AP		E	8/03/2020	3,446.00 3,446.00	3,446.00CR	
I	119225	DISPATCH	AP		E	9/03/2020	180.50 180.50	180.50CR	
I	CW-9873	CODE ENFORCEMENT	AP		E	8/03/2020	90.00 90.00	90.00CR	
I	CW-9883	CODE ENFORCEMENT	AP		E	8/03/2020	22.50 22.50	22.50CR	
I	CW-9888	CODE ENFORCEMENT	AP		E	8/05/2020	562.50 562.50	562.50CR	
I	CW-9890	MEETINGS	AP		E	8/10/2020	1,057.50 1,057.50	1,057.50CR	
I	CW-9891	IPD	AP		E	8/10/2020	135.00 135.00	135.00CR	
I	CW-9894	IPD DISPATCH	AP		E	8/10/2020	90.00 90.00	90.00CR	
I	CW-9895	IPD PATROL WORKSTATIONS	AP		E	8/10/2020	90.00 90.00	90.00CR	
I	CW-9896	IPD DISPATCH	AP		E	8/10/2020	90.00 90.00	90.00CR	
I	CW-9899	FINANCE	AP		E	8/10/2020	45.00 45.00	45.00CR	
I	CW-9900	FINANCE	AP		E	8/10/2020	45.00 45.00	45.00CR	
I	CW-9901	IPD	AP		E	8/10/2020	45.00 45.00	45.00CR	

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-033568	GALAXIE BUSINESS (CONT)								
I CW-9902		IPD DISPATCH	AP		E	8/10/2020	45.00 45.00	45.00CR	
I CW-9909		DAVID COWAN	AP		E	8/10/2020	22.50 22.50	22.50CR	
I CW-9916		FIRE CAPTAIN WORKSTATION	AP		E	8/10/2020	180.00 180.00	180.00CR	
I CW-9917		IPD DISPATCH	AP		E	8/10/2020	22.50 22.50	22.50CR	
I CW-9921		STREET DEPARTMENT	AP		E	8/12/2020	180.00 180.00	180.00CR	
I CW-9924		POWERSHELL FOR KELLY	AP		E	8/17/2020	180.00 180.00	180.00CR	
I CW-9926		WIRELESS MEETING	AP		E	8/17/2020	135.00 135.00	135.00CR	
I CW-9928		MEETIN W/SONICAWALL FOR CIT	AP		E	8/17/2020	90.00 90.00	90.00CR	
I CW-9929		TRANSFER LEFTOVER FSMO ROLE	AP		E	8/17/2020	90.00 90.00	90.00CR	
I CW-9936		WATER PLANT	AP		E	8/24/2020	787.50 787.50	787.50CR	
I CW-9941		PENN TERRACE	AP		E	8/24/2020	135.00 135.00	135.00CR	
I CW-9945		IPD	AP		E	8/24/2020	90.00 90.00	90.00CR	
I CW-9946		STREET DEPT	AP		E	8/24/2020	67.50 67.50	67.50CR	
I CW-9956		CLERKS OFFICE	AP		E	8/24/2020	22.50 22.50	22.50CR	
I CW-9961		AIRPORT PC	AP		E	8/24/2020	90.00 90.00	90.00CR	
I FC 5918		FINANCE CHARGE	AP		E	8/31/2020	79.00 79.00	79.00CR	
			EFT				8,115.50 8,115.50	8,115.50CR 0.00	0.00

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-036325 COBAN TECHNOLOGIES, INC									
I	32103A	EDGE IN CAR SYSTEM	AP		E	6/19/2020	6,231.00 6,231.00	6,231.00CR	
				EFT			6,231.00 6,231.00	6,231.00CR 0.00	0.00

01-036665 JOANNE L SMITH									
I	SEP 2020	SALES TAX ELECTION/PANDEMIC AP			E	10/01/2020	1,080.00 1,080.00	1,080.00CR	
				EFT			1,080.00 1,080.00	1,080.00CR 0.00	0.00

01-037363 JOSLYN M KUSIAK									
I	10092020-STATEMENT	MUNICIPAL COURT JUDGE	AP		E	10/01/2020	1,800.00 1,800.00	1,800.00CR	
				EFT			1,800.00 1,800.00	1,800.00CR 0.00	0.00

01-037397 AZTEK COMPUTERS									
I	117098	WIRELESS FIXED BROADBAND	AP		E	9/30/2020	24,108.45 24,108.45	24,108.45CR	
				EFT			24,108.45 24,108.45	24,108.45CR 0.00	0.00

=====
 R E P O R T T O T A L S
 =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	16,384.85CR
08	E-911 - NEW	473.90CR
31	AIRPORT	90.00CR
33	WATER/SEWER	879.75CR
53	HOUSING/PENN TERRACE	289.00CR
94	GRANT FUNDS	24,108.45CR
** TOTALS **		42,225.95CR

----- TYPE OF CHECK TOTALS -----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS		0.00	0.00	0.00
		0.00	0.00	
EFT		42,225.95	42,225.95CR	0.00
		42,225.95	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS		42,225.95	42,225.95CR	0.00
		42,225.95	0.00	

TOTAL CHECKS TO PRINT: 0

 ERRORS: 0 WARNINGS: 0

ORDINANCE NO. P – 1846

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 8th day of October 2020.

_____ Mayor

Attest: _____ City Clerk

Ordinance # P – 1846

\$ 152,703.72

Minutes of the Independence City Commission's June 11, 2020 Meeting

The Independence City Commission met for a regular meeting on June 11, 2020 at 5:30 P.M. at the Memorial Hall. Mayor Leonhard Caflisch, Commissioner Louis Ysusi and Commissioner Dean Hayse were present. Others present included:

City Staff

Jeff Chubb, City Attorney
Kelly Passauer, Assistant City Manager/Zoning Administrator
David Schwenker, City Clerk/City Treasurer
David Cowan, Director of Safety/ADA Coordinator
Shawn Wallis, Fire/EMS Chief
Terry Lybarger, Director of Utilities
Jerry Harrison, Police Chief
Barb Beurskens, Park and Zoo Director
Lacey Lies, Director of Finance
April Nutt, Director of Housing Authority
Brian McHugh, Memorial Hall Supervisor

Visitors

Larry McHugh
Tabatha Snodgrass
Jennette Terry-Smith
Karen Ferrell
Michael Mayer Jr.
Jordan Brewer
Alex Martin
Kyle Anderson
Jerry Bright
Dorcus Sutton
Gayle Hollum
Shiela Goodwin
Shawn Turner
Ned Stichman

I. REGULAR SESSION

A. Call to Order

Mayor Caflisch called the meeting to order.

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

Mayor Caflisch proposed additions to the agenda, under presentations would be Item B - Main Street grant presentation, Item C - would be the AWOL budget

Minutes of the Independence City Commission's June 11, 2020 Meeting

presentation and move the 2019 Year End report to Item D. Mayor Caflisch proposed a change to the agenda, under Reports he would like to move Item G – Update on Transystems to Items For Commission Action, Item G. Mayor Caflisch proposed an addition to the Items For Commission Action, Item J - Consider authorizing a FORPAZ Fun Day on July 11, 2020.

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission adopted the agenda.

Aye: Ysusi, Caflisch, Hayse

Nay: None

II. PRESENTATIONS

A. Awards ceremony for Fire/EMS.

Recognize employees who responded to a structure fire on April 10, 2020 with trapped victims and performed their jobs exceptionally. The following awards will be presented:

Unit Citation- Keith Copithke, Ryan Mauersberger, Alex Martin, Jonathan Johnson, Kyle Anderson, and Paul Terry

EMS Outstanding Achievement Award Chris Furr, Kayla Baugher, Ranelle Rice, and Annie Belden

Award of Courage Michael Mayer and Johnny Boles

Award of Gallantry David Rolland

B. Main Street Presentation

This item was added to Presentations.

Tabatha Snodgrass gave an update on the Indy Gives Back Incentive.

C. A. W. O. L. Budget Presentation.

This item was added to Presentations.

Karen Ferrell presented the A. W. O. L. budget and requested an increase in funding.

Minutes of the Independence City Commission's June 11, 2020 Meeting

D. 2019 Year End Report

Assistant City Manager Passauer reviewed the prior year activity.

III. CONSENT AGENDA

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

A. Appropriations

1. A-1863A
2. A-1864
3. P-1837

B. Consider minutes of the March 3, 6, and 12, 2020 meetings.

C. Consider authorizing the sale of property located at 1901 Bradley Court.

D. Consider authorizing the abatement of nuisance taxes for 812 S. 4th.

Motion:

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

Aye: Ysusi, Caflisch, Hayse

Nay: None

IV. ITEMS FOR COMMISSION ACTION

A. Consider scheduling a special meeting on June 23, 2020 at 9 AM to further refine proposed projects for the Special Use Sales Tax renewal.

On June 3, 2020 the City Commission, along with the City Leadership Team, participated in a special meeting to discuss the Special Use Sales Tax ballot question. The meeting was facilitated by Chuck Goad. During that meeting several potential projects were discussed. At this point it is time to further refine the proposed projects to be considered. City staff has verified that Chuck Goad is available to facilitate the second part of this process on Tuesday, June 23, 2020 at 9 AM. If this date does not work, Chuck Goad indicated he will be available at the meeting to discuss alternate dates and times.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission scheduled a special meeting on Tuesday, June 23, 2020 at 9 AM to further refine proposed projects for the Special Use Sales Tax renewal.

Minutes of the Independence City Commission's June 11, 2020 Meeting

Aye: Ysusi, Caflisch, Hayse

Nay: None

- B. Consider change orders 8 and 9 for the City Hall project.

The Commission tabled this item to a later date.

- C. Consider a proposal from TreanorHL to develop concept design options for 1916 City Hall and a Public Safety Center.

This project has been on hold due to the COVID-19 Pandemic. Completion of the design concept options will be needed to move this project forward.

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission approved the proposal from TreanorHL to develop concept design options for 1916 City Hall and a Public Safety Center.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- D. Consider scheduling a special meeting on June 30, 2020 at 9 AM to discuss Phase II for 1916 City Hall.

Discussion regarding Phase II of the 1916 City Hall project has been on hold due to the COVID-19 Pandemic. Further discussion is needed to move this project forward. Representatives of TreanorHL are available on June 30, 2020 at 9 AM to participate in this discussion.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission scheduled a special meeting on Tuesday, June 30, 2020 at 9 AM to discuss Phase II for 1916 City Hall and any other related discussion.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- E. Consider awarding bids for construction of project 75-63-U-2356-01, Mill and Overlay of US 75/160 near the Peter Pan Intersection.

The low bid received on the West Main project was from Heckert Construction Company, Inc of Pittsburg Ks. in the amount of \$375,773.00.

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission authorized the Mayor to award the bid to Heckert Construction Company, Inc. in the amount of \$375,773.00 for the Mill and Overlay of US 75/160 near the Peter Pan intersection contingent on KDOT approval.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- F. Consider contract for engineering services for a pavement restoration project on West Main from 8th to 10th.

On March 28, 2019 the City Commission authorized applying for a project under two KDOT grant programs that would consist of pavement restoration on West Main from 8th Street to 10th Street with a sweeping right turn lane. The sweeping right turn lane was applied for through the Access Management grant program, while the remainder of the project was applied for through the GI grant program.

At the November 14, 2019 meeting the Commission approved an agreement with KDOT for the GI portion which included pavement replacement, curb and gutter, sidewalk, and pavement markings on US-160 (West Main) from 200 feet east of US-75 (10th Street) to the 8th Street intersection at a total cost of \$1,394,234 with KDOT paying a maximum of \$1,000,000.

The Access Management grant for the sweeping right turn lane and the improvements on West Main starting at 10th and ending 200' east was not approved. However, the Commission determined to move forward with this portion of the project that was not funded by a KDOT grant with the modification that the sweeping right turn lane would not be included in the scope of work. It was discussed that the City portion of this project would be engineered and bid with the KDOT GI grant that was awarded. Combining the projects would result in an estimated KDOT share of \$1,000,000 and an estimated City share of \$764,234 for a total estimated combined project cost of \$1,764,234. This represents an increase in the City's share of \$370,000 (\$394,234 to \$764,234).

At the May 28, 2020 Commission meeting the Commission directed staff to request a contract for engineering services from TranSystems.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission authorized the Mayor to sign the agreement with TranSystems for engineering services for a pavement restoration project on West Main from 8th to 10th.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- G. Extra Item: Update on TranSystems Projects.

This item was moved from Reports.

Shawn Turner gave an update on various projects.

- H. Consider an ordinance authorizing a parcel split in Block 1 of Dossville Addition due to Flood Plain Restrictions.

On April 23, 2020 the Commission authorized a parcel split as prepared by Cornerstone Surveying for City owned property located north of West Maple Street, west of Auction Street and east of South 22nd Street be filed with Montgomery County. The City Attorney has determined that to properly file this split that an ordinance needs to be adopted.

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission adopted an ordinance authorizing a parcel split in Block 1 of Dossville Addition Due to Flood Plain Restrictions.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- I. Consider authorizing the Mayor to sign a grant agreement with Kansas Department of Commerce to receive CDBG-CV funds made available through the Coronavirus Aid, Relief and Economic Securities Act (CARES Act) for grants to prevent, prepare for, and respond to coronavirus.

Economic Development grants provide communities with funding to help local businesses retain jobs for low-to-moderate income people by covering working capital expenses such as inventory, wages and utilities. Meal Program grants can be directed toward organizations such as Meals on Wheels, local food banks or to support organizations providing meals for children affected by the loss of school meal programs. To be eligible to receive a CDBG-CV Economic Development grant, the recipient business must be an existing business and retain jobs for low-to-moderate-income people. To be eligible for the grant, at least 51% of all employees must be from Low-to-Moderate income family households, based on their Adjusted Gross Income of the total household.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission authorized the Mayor to sign Grant Agreement No. 20-CV-033 and

any related documents and for City Staff to administer the grant program, working in conjunction with MCAC and the Economic Development Advisory Board.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- J. Extra Item: Consider authorizing a FORPAZ Fun Day on July 11, 2020.

This item was added to Items For Commission Action.

Every year FORPAZ plans a Park Opening the 2nd Saturday in April. Due to the COVID-19 Pandemic they were unable to proceed with the activity. At the last FORPAZ meeting it was decided to have a smaller version of Park Opening. FORPAZ would pay for the Train and Carousel Rides and Miniature Golf for the day. They are also planning on a movie night at the oval. They are requesting closing a portion of the oval (North of Wells Drive on the east side and South of the Playground Restrooms on the West side) for the safety of the children. As with Park Opening FORPAZ would like to have food vendors set up at the oval.

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission approve the request for a FORPAZ Fun Day on July 11th.

Aye: Ysusi, Caflisch, Hayse

Nay: None

V. REPORTS

- A. Report on Central Business District Commercial Building Grant.

Director Nutt gave an update on the grant applications and the remaining funds that are available.

- B. Update on the budget process.

Director Lies gave an update on the status of the budget.

- C. 223 West Main Street Update.

Director Cowan noted that there was nothing new to report.

- D. Neighborhood Revitalization Plan Update.

Minutes of the Independence City Commission's June 11, 2020 Meeting

Acting City Manager Passauer reported that the Attorney General has approved the plans.

E. 2020 Census Update

Acting City Manager Passauer gave an update on this item.

F. City Board Minutes

1. May 20, 2020 Recreation Commission
2. March 18, April 15 and May 20, 2020 Library Board Minutes
3. March 3, 2020 Economic Development Advisory Board Minutes

G. Extra Item: Update on TranSystems Projects.

This item was moved to Items For Commission Action.

VI. CITY MANAGER'S COMMENTS

Director Lybarger gave an update on the pool.

Acting City Manager Passauer reported on bids and quotes that are coming due.

Director Cowan gave an update on the City's safety program.

Director Lies reported on ad valorem tax collections to date and informed the Commission that late charges and penalties will be assessed beginning in July.

Director Beurskens reported that the concession stand at the zoo would be opening on June 12th.

VII. COMMISSIONERS' COMMENTS

VIII. PUBLIC CONCERNS

Jennette Terry-Smith voiced her concerns over public safety.

IX. EXECUTIVE SESSION

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

Motion:

On the motion of Mayor Cafilisch, seconded by Commissioner Ysusi the

Minutes of the Independence City Commission's June 11, 2020 Meeting

Commission moved to recess for an executive session for review and discussion of City Manager applications pursuant to the non-elected personnel exception (K.S.A. 75-4319(b)(1)). The open meeting will resume at 8:00 P.M.

Aye: Ysusi, Caflisch, Hayse

Nay: None

The meeting resumed at 8:00 P.M. with no action taken.

X. ADJOURNMENT

Motion:

Mayor Caflisch moved to adjourn. Commissioner Ysusi seconded.

Aye: Ysusi, Caflisch, Hayse

Nay: None

Leonhard Caflisch, Mayor

Louis Ysusi, Commissioner

Dean Hayse, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the Independence City Commission's June 23, 2020 Special Meeting

The Independence City Commission met for a special meeting on June 23, 2020 at 9:00 A.M. at the Memorial Hall. Mayor Leonhard Caflisch, Commissioner Louis Ysusi and Commissioner Dean Hayse were present. Others present included:

City Staff

Kelly Passauer, Assistant City Manager/Zoning Administrator
David Schwenker, City Clerk/City Treasurer
Shawn Wallis, Fire/EMS Chief
Mike Passauer, Public Works Director
David Cowan, Director of Safety/ADA Coordinator
Lacey Lies, Director of Finance
Jerry Harrison, Police Chief
April Nutt, Director of Housing Authority
Barb Beurskens, Park and Zoo Director

Visitors

Chuck Goad
Tony Royse
Taina Copeland by phone

I. SPECIAL SESSION

A. Call to Order

Mayor Caflisch called the meeting to order.

II. DISCUSSION

A. Consider discussing Special Use Sales Tax ballot question.

The City Commission, along with the City Leadership Team, participated in a special meeting to discuss the Special Use Sales Tax ballot question. The meeting was facilitated by Chuck Goad. During this meeting, 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.

III. ADJOURNMENT

Motion:

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

Aye: Ysusi, Caflisch, Hayse

Nay: None

Leonhard Caflisch, Mayor

Louis Ysusi, Commissioner

Dean Hayse, Commissioner

Attest:

City Clerk/Treasurer

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

The Independence City Commission met for a regular meeting on June 11, 2020 at 5:30 P.M. at the Memorial Hall. Mayor Leonhard Caflisch, Commissioner Louis Ysusi and Commissioner Dean Hayse were present. Others present included:

City Staff

Jeff Chubb, City Attorney
Kelly Passauer, Assistant City Manager/Zoning Administrator
David Schwenker, City Clerk/City Treasurer
David Cowan, Director of Safety/ADA Coordinator
Shawn Wallis, Fire/EMS Chief
Terry Lybarger, Director of Utilities
Jerry Harrison, Police Chief
Barb Beurskens, Park and Zoo Director
Lacey Lies, Director of Finance
April Nutt, Director of Housing Authority
Mike Passauer, Public Works Director
Brian McHugh, Memorial Hall Supervisor
Barry Beurskens, Memorial Hall Maintenance

Visitors

Larry McHugh
Taina Copeland
Jerry Bright
Jennifer Hoelscher
Lisa Drumeller
Dorcus Sutton
Mark Leaman

I. REGULAR SESSION

A. Call to Order

Mayor Caflisch called the meeting to order.

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission adopted the agenda.

Aye: Ysusi, Caflisch, Hayse

Nay: None

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

II. APPOINTMENTS

- A. Park Board – Three terms expiring July 1, 2020 (All eligible for Reappointment)
- B. Board of Examiners – Plumbers – One term expiring August 15, 2020 (Eligible for Reappointment)
- C. Historic Preservation and Resource Commission (IHPRC) – Two terms expired January 1, 2020 (All eligible for reappointment)
- D. Tree Board – One term expired June 1, 2020 – Applications are due by August 7, 2020.

III. PRESENTATIONS

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

An award was presented to William “Bill” J. Kelly for his 40 years of service as Municipal Court Judge for the City of Independence.

IV. PUBLIC HEARING

- A. Public hearings to consider condemnation of the following structures as dangerous and unsafe:

- 1. 801 E. Birch

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

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission adjourned the Public Hearing for 801 E. Birch Street until August 27, 2020 at 5:30 p.m.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- 2. 1008 W. Laurel

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

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the

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

Commission adopted a resolution rescinding the condemnation of 1008 W. Laurel Street and authorized returning any insurance proceeds being held by the City.

Aye: Ysusi, Caflisch, Hayse

Nay: None

3. 1208 N. 6th

The structure was involved in a fire on April 10, 2020, that destroyed the house. The owner of the house worked with a private contractor to remove the structure and clear the lot. The work has been completed and the sewer line capped.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission adopted a resolution rescinding the condemnation of 1208 N. 6th Street and authorized returning any insurance proceeds being held by the City.

Aye: Ysusi, Caflisch, Hayse

Nay: None

V. CONSENT AGENDA

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

A. Appropriations

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

B. Consider minutes of the March 14, 2020, March 25, 2020, and March 26, 2020 meetings.

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

D. Consider authorizing the Mayor to sign the TBRA grant application.

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

F. Consider authorizing the following regarding the SHIFT S3CTOR events:

1. Amending the agreement to change the date for the Kansas Airstrip Attack at the Airport to July 18 – 19, 2020

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

2. Authorize a Car Show downtown on July 18, 2020.
- G. Consider waiving the rental fee for the Civic Center on July 16, 2020 for a candidate forum and sponsoring the videographer.
- H. Consider acceptance of a (CESF) Coronavirus Emergency Supplemental Fund Grant Award for Fire-EMS.
- I. Consider setting a Special Meeting on July 7, 2020 at 3:30 PM for a joint worksession with the Economic Development Advisory Board.

Motion:

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

Aye: Ysusi, Caflisch, Hayse

Nay: None

VI. ITEMS FOR COMMISSION ACTION

- A. Consider a Sesquicentennial Proclamation proclaiming July 25, 2020 as Independence Sesquicentennial Day, and July 4, 2020 through July 4, 2021 as the Year of the Independence Sesquicentennial.

The Sesquicentennial Committee has requested that the Mayor proclaim July 25, 2020 as Independence Sesquicentennial Day, and July 4, 2020 through July 4, 2021 as the Year of the Independence Sesquicentennial.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission proclaimed July 25, 2020 as Independence Sesquicentennial Day, and July 4, 2020 through July 4, 2021 as the Year of the Independence Sesquicentennial.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- B. Consider scope of work to bid clearing out Whiskey Creek drainage way from Pine Street south to Cherry Street.

City of Independence is requesting approval of a scope of work to seek bids for the maintenance of Whiskey Creek from Pine Street and Cherry Street. The purpose of this maintenance is to remove downed trees, debris, and driftwood within 25' of the centerline of the creek. Work will include removing silt and replacement of the allowable amount of rip rap in the creek.

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

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission approved the scope of work and authorized City staff to bid clearing out Whiskey Creek drainage way from Pine south to Cherry Street.

Aye: Ysusi, Caflisch, Hayse

Nay: None

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

On May 28, 2020 the City Commission authorized City staff to solicit qualifications for engineering services. Once an engineering firm is selected an application can be prepared along with an official cost estimate and preliminary engineering report for this project. City staff received four applications by the due date of June 18, 2020. A subcommittee consisting of the City Manager, Director of Finance, Director of Safety and Code Enforcement, and Public Works Director reviewed the submissions and assigned the following point values based on 100 points maximum possible:

EBH Engineering	85
Midwest Engineering Group, LLC	79
PEC	94
TranSystems	95

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission selected TranSystems to perform engineering services related to an EDA grant for Whiskey Creek drainage improvements in the area of Sycamore and 20th Streets.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- D. Consider updating and modifying the Independence Gun Club lease to allow for the construction of a building subject to FAA approval, and updating the maintenance agreement.

Mark Leaman contacted the City of Independence requesting permission to start the process of modifying the lease and obtaining FAA approval for a new building at the Independence Airport Gun Club. Mark will be present at the meeting to discuss with the Commission the project and steps to obtain approval of the new building.

It should also be noted that the original lease and maintenance agreements were approved on February 24, 2005. At that time the Independence Gun Club was to pay the City \$94.71

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

per month for the lease, and the City was to pay the Independence Gun Club \$69.71 per month for maintenance around the Rifle Berm. These amounts were to be adjusted every five years to reflect any increase in the Consumer Price Index, which would have increased the amounts in 2010, 2015, and 2020. It appears that this has not occurred, therefore, the new lease reflects what the current amount should be based applying the cumulative CPI rate since March 2005 through March 2020 which is 28.38% for the Kansas City Region (Midwest Area). The revised amounts will be \$121.59 for the lease, and \$89.49 for the maintenance agreement.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission directed City staff request FAA approval of a new building at the Independence Airport Gun Club, and approved the updated and modified lease agreement as prepared by the City Attorney.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- E. Consider setting the date of August 27, 2020 at 5:30 PM for condemnation of the following structures as dangerous and unsafe:
1. 800 E. Edison Street
 2. 816 E. Magnolia Street
 3. 909 W. Chestnut Street
 4. 912 W. Laurel Street
 5. 1020 W. Myrtle Street
 6. 1214 W. Main Street
 7. 2009 ½ N. Penn Avenue
 8. 704 W. Main Street
 9. 1117 W. Main Street

The City of Independence has been reviewing homes that are found to be unsound by the County Appraiser office. The committee has reviewed these houses and will be bringing 32 houses to the Commission over the next several months to consider for condemnation as dangerous and unsafe. Letters have been mailed letters to each of the owners informing them of the consideration of condemnation and requesting them to contact the Building Department.

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission set the date of August 27, 2020, at 5:30 p.m. for public hearings to consider condemnation of the following structures as dangerous and unsafe:

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

1. **800 E. Edison Street**
2. **816 E. Magnolia Street**
3. **909 W. Chestnut Street**
4. **912 W. Laurel Street**
5. **1020 W. Myrtle Street**
6. **1214 W. Main Street**
7. **2009 ½ N. Penn Avenue – Fire Damaged**
8. **704 W. Main Street**
9. **1117 W. Main Street**

Aye: Ysusi, Caflisch, Hayse

Nay: None

- F. Consider an ordinance amending the National Electric Code as recommended by the Electrical Board.

The City of Independence Electrical Board has been working with Evergy and the City Code and updating to meet standards. The Board is requesting the Commission approve the following amendments:

(1) All new or upgraded commercial electrical service shall have a service disconnect on the exterior of the building not to exceed ten (10) feet from the meter base.

(2) All new residential construction electrical service shall have a service disconnect on the exterior of the building not to exceed ten (10) feet from the meter base.

(3) All commercial buildings being remodeled by more than fifty percent (50%) as determined by code enforcement officer are required to complete an electrical service and wiring upgrade throughout the entire building.

(4) The code enforcement officer shall have authority to grant temporary service to a commercial or residential structure for up to forty-five (45) days while repairs or upgrades are being made. Any additional grant of temporary service shall require the approval of the Electrical Board.

The above amendment will improve safety for both the homeowner, commercial properties and public safety employees.

This item was tabled for further review and modifications.

- G. Consider quotes received for repair of the alley crossing, and an ADA Ramp at the Episcopal Church.

The City of Independence requested quotes to repair the alley sidewalk crossing, add an ADA ramp, and approximately 48' of sidewalk.

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

Vendor	Quote
J. Graham	\$5,180.00
Marquez	\$5,500.00
Ric Const	\$6,490.00
Koehn Const	\$7,046.90

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission authorized J. Graham to make repairs at the Episcopal Church in the amount of \$5,180.00.

Aye: Ysusi, Caflisch, Hayse

Nay: None

H. Consider ordinances relating to requirements for the CRS program.

The Building and Flood Administrator is working with ISO Specialist Melissa Mitchell to implement the CRS program for the City of Independence. The following ordinances are needed to implement this program.

- Mandatory Disclosure of property in the floodplain. This Ordinance would require the Disclosure in writing that the property is in the floodplain and the risk associated with that.
- Repealing City Code Section 18-35 and 18-37 and replacing them with new provisions.
- The previous code had not been updated and has been updated to meet current staffing and titles.
- Requires a building permit for any property in the floodplain
 1. The construction, building, moving, remodeling or reconstruction of any structure shall not be commenced;
 2. The improvement of any plan preliminary to any use of such land shall not be commenced; and
 3. Any building permit issued in conflict with the provisions of this Ordinance shall be null and void.
- Elevations Certificate for any new or substantially improved structures in the floodplain.

Ordinance 4330 was tabled for further review and discussion.

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

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission adopted Ordinance 4329 creating a mandatory disclosure requirement for properties within the flood plain.

Aye: Ysusi, Cafilisch, Hayse

Nay: None

- I. Consider modifying your September 10, 2020 City Commission meeting in order to participate in the MCAC meeting.

Trisha Purdon, MCAC Executive Director has requested that the City Commission consider modifying their September 10, 2020 City Commission meeting in order to attend the MCAC Dinner and Quarterly Meeting being held in Independence on that evening. Due to a scheduling conflict, MCAC was unable to modify the Fall MCAC meeting to avoid the City Commission's normal Commission meeting. They would like Independence to participate in the meeting which is being held in Independence and requests that the Commission considering modifying their regular September 10, 2020 City Commission meeting.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission modified the September 10, 2020 City Commission meeting to September 10, 2020 at 9:00 A.M.

Aye: Ysusi, Cafilisch, Hayse

Nay: None

- J. Consider a resolution authorizing the abatement of unhealthy and unsafe exterior conditions 225 S. 16th Street.

Code Enforcement Officer Erin Musgrove has been attempting to resolve a nuisance issue at 225 So. 16th. Since December 2019, Erin has made multiple attempts to have the owner abate the nuisance, including three violation notices and one summons to court. The resident failed to appear for the court hearing, but due to COVID-19, court sessions were discontinued. Continued efforts by Erin were ignored, and the nuisance pile has continued to grow. City Staff is receiving daily calls from the neighbors related to the nuisance and the hazards for the neighborhood. The resident has been cited into court, but the court appearance is now scheduled for August 2020, due to the court backlog. City Staff is asking the Commission to approve the Resolution giving us the authority to abate this nuisance in 20 days.

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission adopted a resolution authorizing abatement of unhealthy and unsafe exterior conditions at 225 South 16th Street.

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

Aye: Ysusi, Caflich, Hayse

Nay: None

VII. REPORTS

A. 223 West Main Street Update

Director Cowan gave an update on the property.

B. 2020 Census Update

Acting City Manager gave an update.

C. City Board Minutes

1. March 2, 2020 Electrical Board

VIII. CITY MANAGER'S COMMENTS

Director Lybarger gave an update on Phase II design work at the water treatment plant.

Acting City Manager Passauer gave an update on different City projects.

Director Lies gave an update on City Sales Tax collections.

IX. COMMISSIONERS' COMMENTS

Mayor Caflich reminded the public to stay safe during this pandemic.

X. PUBLIC CONCERNS

No public concerns.

XI. EXECUTIVE SESSION

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

Motion:

On the motion of Mayor Caflich, seconded by Commissioner Ysusi the Commission moved to recess for an executive session for review and discussion of City Manager applications pursuant to the non-elected personnel exception (K.S.A. 75-4319(b)(1)). The open meeting will resume at 7:40 P.M.

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

Aye: Ysusi, Caflisch, Hayse

Nay: None

The meeting resumed at 7:40 P.M. with no action taken.

XII. ADJOURNMENT

Motion:

Mayor Caflisch moved to adjourn. Commissioner Ysusi seconded.

Aye: Ysusi, Caflisch, Hayse

Nay: None

Leonhard Caflisch, Mayor

Louis Ysusi, Commissioner

Dean Hayse, Commissioner

Attest:

City Clerk/Treasurer



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
October 8, 2020

Department _____ **Housing** _____ **Director Approval** _____ **April Nutt** _____

AGENDA ITEM Sale of property located at 1901 Bradley Court

SUMMARY RECOMMENDATION Approve Request

BACKGROUND This home has been constructed with funds from the Independence Housing Authority's Development Account. Due to the Housing Authority not being able to hold property in the Independence Housing Authority's name, the City of Independence provides that service. The IHA Board has approved the sale of this home and requests the City of Independence to honor that agreement.

BUDGET IMPACT This project is not a project of the City of Independence and therefore does not impact the City budget.

SUGGESTED MOTION I move to approve the sale of 1901 Bradley Court to Michael Joseph Powell

SUPPORTING DOCUMENTS New Home Real Estate Contract



RESIDENTIAL REAL ESTATE CONTRACT

Document updated:
April 2016

1. **PARTIES:** The parties to this Contract are: (Print Names and Indicate Marital Status)

SELLER: City of Independence, KS

MARRIED

BUYER: Michael Joseph Powell

MARRIED

2. **EFFECTIVE DATE OF THE CONTRACT:** The "Effective Date" of this Contract shall be the date of final acceptance by the last party to sign this Contract.

3. **AGREEMENT TO SELL AND PROPERTY ADDRESS:** BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements on the Property (the "Property") commonly known as:

STREET ADDRESS: 1901 Bradley Ct

CITY: Independence

COUNTY: Montgomery

STATE: KS

ZIPCODE: 67301-3062

LEGAL DESCRIPTION:

EISENHOWER ADD, S24, T32, R15, 11836 SQUARE FEET, BLOCK 1 LOT 1 REPLAT EISENHOWER ADD 02/04/2005

4. **PURCHASE PRICE OF THE PROPERTY:** BUYER shall pay \$ 180,900.00 to the SELLER as the Purchase Price as consideration for the purchase of the Property in the manner as follows:

A. **EARNEST MONEY** (See Section 9): \$ 500.00

B. **NEW MORTGAGE** (See Section 10): \$ 154,400.00

C. **OTHER FUNDS:** Grant \$ 31,000.00

D. **APPROXIMATE BALANCE DUE FROM BUYER** at the time of Closing, excluding adjustments and prorations, financing as set forth in the Contract or the attached financing addendum, closing costs and any pre-paid expenses (if any). Amount shall be in the form of Cash, Certified, Cashier's Check or wired funds on the date of Closing. \$ _____

E. **OTHER SELLER PAID COSTS IN ADDITION TO COSTS SPECIFIED ABOVE,** SELLER agrees to pay BUYER'S other allowable closing costs or pre-paid expenses not to exceed (this amount shall shall not include the amount of any title insurance charges and closing agent fees the SELLER has also agreed to pay under Sections 5 and 26 of this Contract): \$ 5,000.00

5. **CLOSING AND POSSESSION:**

A. Closing shall be completed on or before November 13, 2020 (the "Closing Date"). SELLER shall deliver possession of the Property to the BUYER on or before November 13, 2020 (the "Possession Date").

B. If the SELLER is unable to provide clear title to the Property on or before the Closing Date, but the clearing of the title is in process, BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days. If closing is delayed through no fault of either party, BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days.

C. BUYER SELLER BUYER and SELLER equally shall pay any closing agent fees.

6. **INCLUSIONS AND EXCLUSIONS FROM THE PROPERTY:**

A. This Contract includes the real property described in this Contract, all existing improvements on the Property and any appurtenances, equipment or fixtures that are bolted, buried, glued, nailed, screwed or otherwise permanently affixed to the real property or any existing improvements on the Property. This includes the following (if present on the Property): attic and ceiling fans; bathroom mirrors (attached and unattached); burglary, fire and smoke detection systems (if owned); central air conditioning; central vacuum and attachments; curtain and drapery rods (if attached); fences; fireplace doors and screens (if attached); floor coverings (if attached); flowers, shrubs and trees; garage door openers (and remote transmitters); gas heaters, gas logs and fireplace grates; heating and plumbing equipment (and fixtures); humidifiers (if attached); installed water well pumps; keys to all doors; kitchen appliances (built-in); lighting and light fixtures; mailboxes; other mirrors (if attached); outside cooking units (if attached); owned butane and propane tanks; rural water certificates and meters; screens; shelves (if attached); shutters; soft water conditioner (if owned); storm doors, screens and windows; swimming pool and all pool equipment; television antennas (if attached and excluding satellite dishes); sprinkler systems and controls; window air conditioning units; and window coverings and components.

BUYER'S INITIALS MJP
SELLER'S INITIALS _____

Page 1 of 12

Copyright © 2016
Kansas Association of REALTORS®

B. The following items are also included in the sale and are considered to be a part of the Property under this Contract:

Dishwasher, garbage disposal

C. The following items are not included in the sale and are excluded from the Property under this Contract:

D. BUYER and SELLER agree that this Contract shall be the sole determinant of the property that is transferred pursuant to this Contract. BUYER and SELLER agree that the description of the Property in this Contract supersedes any descriptions of the Property found in the multiple listing service (MLS), Residential Property Disclosure Statement and any other promotional materials used to market the Property.

7. **PERSONAL PROPERTY:** Personal property is included not included in the sale of the Property. If personal property is included, please specify below:

8. **CONTINGENCY FOR CLOSING OF BUYER'S PROPERTY:** (Section must be checked if applicable)

A. This Contract is contingent upon the closing of the BUYER'S property located at the following address: .

B. If this section is checked, the Contingency for Closing of Buyer's Property Addendum must be completed and signed by both parties as an addendum to this Contract.

9. **EARNEST MONEY:**

A. BUYER agrees to deposit \$ 500.00 as Earnest Money in the form of Cash Personal Check Money Order Cashier's Check Other _____ with Security 1st (the name of the earnest money holder) as a guarantee that the BUYER shall fulfill the terms and conditions of this Contract.

B. BUYER acknowledges that the Earnest Money shall be deposited within five business days after this Contract is signed by all parties. BUYER agrees and acknowledges that these funds may be deposited into an interest-bearing account and that the Escrow Agent or Listing Broker has the right to retain all interest earned on the funds. BUYER agrees and acknowledges that BUYER is not entitled to any interest on the Earnest Money.

C. In the event that the BUYER fails for any reason to fulfill any of the BUYER'S obligations under this Contract, SELLER may at the SELLER'S option cancel this Contract and, upon the cancellation of this Contract by the SELLER, the Earnest Money shall become the sole property of the SELLER. In the event that the Earnest Money is forfeited by the BUYER as stated in this subsection, all expenses of the sale incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation or default, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be paid prior to any remaining funds from the forfeited Earnest Money being released to the SELLER.

D. If either the BUYER or SELLER cancels this Contract as provided under one of the provisions concerning appraisals, financing, inspections, liens or title evidence contained in this Contract, BUYER'S Earnest Money shall be returned to the BUYER. In the event that the Earnest Money is returned to the BUYER under this subsection, all expenses of this transaction incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be deducted from the Earnest Money and paid prior to the release of the remaining funds to the BUYER.

E. In the event that the SELLER is unable to provide merchantable title to the Property or otherwise defaults on the SELLER'S obligations under this Contract, the Earnest Money shall be returned in full to the BUYER.

F. In the event that the Earnest Money is either forfeited to the SELLER or returned to the BUYER, BUYER and SELLER shall both have the option of seeking specific performance of this Contract or any other applicable legal or equitable relief.

G. Notwithstanding any other terms or conditions of this Contract regarding the distribution of the Earnest Money deposit, the BUYER and SELLER understand that applicable Kansas law prohibits the Listing Broker or the Escrow Agent from distributing the Earnest Money deposit without the consent of all parties to this Contract. Pursuant to K.S.A. 58-3061(g), the Listing Broker can only disburse Earnest Money under the following conditions: (1) pursuant to a written authorization of both the BUYER and SELLER; (2) pursuant to a court order; or (3) upon the closing of the transaction according to the agreement of the parties.

BUYER'S INITIALS MSR
SELLER'S INITIALS _____

H. BUYER and SELLER agree that the failure to either (1) respond in writing to a certified letter from the Listing Broker within seven (7) calendar days of receiving the letter or (2) make written demand for return or forfeiture of any Earnest Money deposit within thirty (30) calendar days of notice of cancellation of this Contract shall constitute consent to the distribution of the Earnest Money deposit as suggested in any such certified letter or as demanded by the other party to this Contract. If a dispute arises over the disposition of funds or documents deposited with the Listing Broker or Escrow Agent, BUYER and SELLER agree that any attorneys' fees, court costs or any other legal expenses incurred by the Listing Broker or Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money or other funds deposited with the Listing Broker or Escrow Agent.

10. **NEW MORTGAGE FINANCING CONTINGENCY** (Section must be checked if applicable):

- A. This Contract shall be contingent upon the BUYER obtaining mortgage financing to purchase the Property. BUYER will obtain a mortgage loan in the principal amount of \$ 154,400.00 plus financed mortgage insurance premiums (if any) at an initial rate not to exceed 6.000 % for a term of not more than 30 years.
- B. BUYER shall complete a written application for the mortgage loan and pay the fees required by the mortgage lender within _____ calendar days (15 if left blank) after the Effective Date of this Contract.
- C. BUYER agrees to make a good faith effort to obtain a commitment for the mortgage loan within _____ calendar days (45 if left blank) after the Effective Date of this Contract or by the Closing Date, whichever is earlier. In the event that the BUYER is unable to obtain a financing commitment within the time frame specified in this subsection, the BUYER shall notify the SELLER or the real estate licensee assisting the SELLER in writing and, if requested by the SELLER or the real estate licensee assisting the SELLER, provide satisfactory written evidence of rejection.
- D. Once the SELLER has received the required written notice that the BUYER has been unable to obtain a commitment for a mortgage loan and the SELLER cannot or elects not to assist the BUYER in obtaining the required mortgage financing, this Contract shall be cancelled and the Earnest Money and all refundable deposits paid by the BUYER pursuant to this Contract shall be refunded to the BUYER subject to the terms and conditions contained in this Contract.

11. **APPRAISED VALUE CONTINGENCY** (Section must be checked if applicable):

- A. When the purchase of the Property is not contingent upon the BUYER obtaining new mortgage financing under this Contract, the BUYER may obtain at BUYER'S sole expense an appraisal of the value of the Property by an independent licensed real estate appraiser within _____ calendar days (ten if left blank) after the Effective Date of this Contract.
- B. Notwithstanding any other terms and conditions of this Contract, if the final appraised value of the Property as determined by the BUYER'S appraiser is not equal to or greater than the Purchase Price, the BUYER may send a written notice informing SELLER of the BUYER'S request to renegotiate the Purchase Price under this Contract. This written notice shall contain a complete copy of the appraisal report prepared by the BUYER'S appraiser.
- C. Within five (5) business days after the SELLER'S receipt of the BUYER'S written request for the renegotiation of the Purchase Price under this Contract, BUYER and SELLER may keep the Contract in effect by agreeing to a Purchase Price that is agreeable to both the BUYER and SELLER and signing an addendum to the Contract containing the agreed upon Purchase Price.
- D. If BUYER and SELLER cannot agree in writing to a Purchase Price that is agreeable to both parties within the time frame allowed under this section, this Contract shall be cancelled and the BUYER'S Earnest Money and any additional deposits shall be returned to the BUYER subject to the provisions of this Contract.

12. **CONDITION OF PROPERTY:**

- This Contract shall be contingent upon the SELLER's completion of and the BUYER's signature on the Residential Property Disclosure Statement (the "Statement"). In the event that the BUYER fails to sign and accept the Property with the defects disclosed in the Statement, this Contract shall be cancelled and any Earnest Money shall be returned to the BUYER subject to the provisions of this Contract. SELLER affirms that the information contained in the Statement is correct as of the Effective Date of this Contract.
- This Contract shall not be contingent upon the SELLER'S completion of and the BUYER'S signature on the Residential Property Disclosure Statement. SELLER agrees and acknowledges that this does not relieve the SELLER of the obligation to disclose all material facts actually known about the condition of the Property to the BUYER.

13. **INTERIM MAINTENANCE OF PROPERTY AND UTILITIES:**

- A. Unless otherwise agreed in writing, SELLER agrees to leave all utilities on until the Possession Date. SELLER shall advise utility companies to read meters on the Possession Date for final billing purposes and to leave all utilities on until the BUYER takes possession under this Contract.

BUYER'S INITIALS MSR
SELLER'S INITIALS _____

- B. SELLER shall maintain the Property in its present condition through the Possession Date with the exclusion of reasonable wear and tear to the Property. SELLER agrees to perform ordinary and necessary maintenance, repair and upkeep to the Property until the Possession Date.
- C. Unless otherwise agreed in writing, SELLER shall remove all of the SELLER'S possessions and all debris and trash from the Property and SELLER shall clean the Property prior to the delivery of possession of the Property to the BUYER.

14. CASUALTY LOSS:

- A. If the improvements on the Property are damaged or destroyed by fire or other casualty after the Effective Date of this Contract and prior to the Closing Date, SELLER shall notify the BUYER within _____ hours (24 if left blank) of such damage.
- B. If the Property has been damaged or destroyed, SELLER shall repair the damage done and restore the Property to its current condition prior to the Closing Date. If the repair or restoration cannot be completed prior to the Closing Date, BUYER and SELLER shall agree in writing to one of the following options to complete the repair or restoration of the Property:
 - (1) The Closing Date will be extended until the completion of the repair or restoration of the Property;
 - (2) BUYER shall agree to accept the Property "AS IS" in its damaged or destroyed condition and the SELLER shall assign and transfer all insurance deductibles and proceeds to the BUYER;
 - (3) With the consent of the BUYER'S mortgage lender (if applicable), the SELLER shall place 150% of the estimated repair or restoration costs into escrow until the repair or restoration is completed and any funds remaining after full payment for the repair or restoration shall be remitted to the SELLER following the completion of the repair or restoration; or
 - (4) If SELLER elects not to repair or replace the Property, the BUYER may cancel this Contract within _____ calendar days (ten if left blank) of the BUYER'S receipt of written notification of the damage. In the event that the Earnest Money is returned to the BUYER under this subsection, all expenses of this transaction incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be deducted from the Earnest Money and paid prior to the release of the remaining funds to the BUYER.

15. INSURANCE COVERAGE ON THE PROPERTY:

- A. SELLER shall maintain current property insurance coverage on the Property until the Closing Date. If BUYER takes possession of the Property prior to the Closing Date, BUYER shall secure insurance coverage for the BUYER'S personal property that is effective on or before the Possession Date.
- B. At closing, the BUYER shall furnish the property insurance coverage necessary for the protection of the instrument holders and containing loss clauses in favor of the instrument holders as their interests may appear. If required and so specified, the property insurance coverage shall be held by the instrument holders or escrow agent until the lien is paid in full.
- C. If required by the mortgage lender, BUYER agrees to purchase a flood insurance policy to insure the Property against flood damage.

16. HOME WARRANTY PLAN (Section must be checked if applicable):

- A. BUYER SELLER BUYER and SELLER equally agree to purchase a home warranty plan, with the cost of the plan to be paid at closing, from Home Warranty Inc (with Enhanced HVAC Plus) (vendor) at a cost not to exceed \$ 550.00 with a per claim deductible of no more than \$ 75.00.
- B. A home warranty plan is a limited service contract covering the repair or restoration of the working components of the Property for a specified period of time from the Closing Date, subject to the terms and conditions of the individual plan. Home warranty plans may not cover pre-existing conditions and are not a substitute for inspections.

17. PAYMENT OF HOME OWNERS' ASSOCIATION CHARGES, SPECIAL ASSESSMENTS AND TAXES:

- A. SELLER represents and warrants that all of the homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that are currently due and payable for years prior to the current calendar year shall be paid by the SELLER prior to closing.
- B. BUYER and SELLER agree that all of the homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that become due and accrue during the calendar year in which the SELLER'S warranty deed is delivered shall be paid by BUYER SELLER pro-rated between the BUYER and SELLER on the Closing Date.
- C. If the amount of any homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER cannot be ascertained from the public record for the calendar year in which the SELLER'S warranty deed is delivered, BUYER and SELLER agree that the amount of the item for the preceding year shall be used to calculate the current calendar year's amount.

BUYER'S INITIALS MSR
 SELLER'S INITIALS _____

- D. BUYER and SELLER agree that if the Property has been reappraised or reclassified within the preceding year and the actual real estate taxes based on the new value are not available, BUYER and SELLER will agree to a reasonable estimation of the current year's real estate taxes based on the information available on the Closing Date.
- E. BUYER acknowledges that the assessed valuation, classification, mill levy and real estate taxes may change from year to year during the BUYER'S ownership of the Property and that any periodic reappraisal required by law may result in a change (and a potential increase) of the real estate taxes due on the Property.
- F. SELLER warrants that the SELLER does not have any knowledge of any easements or sewer, street or other proposed special assessments except as accurately and completely disclosed on the Residential Property Disclosure Statement or the Special Assessment Disclosure Addendum. BUYER and SELLER agree to hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors, from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from the information the SELLER has given regarding any easements or sewer, street or other proposed special assessments on the Property.

18. HOMEOWNERS' ASSOCIATION OR COMMON INTEREST COMMUNITY:

- A. SELLER agrees to disclose, to the best of his or her knowledge, whether the Property is subject to a homeowners' association or other common interest community and whether the Property is subject to any assessments, charges, dues or fees.
- B. To the best of the SELLER'S knowledge:
 - There is no active homeowners' association or common interest community in the area and the Property is not subject to any assessments, charges, dues or fees. SELLER has never been billed or paid any assessments, charges, dues or fees for the Property and, to the best of the SELLER'S knowledge, there are no such assessments, charges, dues or fees outstanding on the Property that might form the basis of a lien imposed upon the Property.
 - SELLER discloses and BUYER acknowledges that the Property is subject to a homeowners' association or other common interest community and that an assessment, charge, dues or fee shall be assessed against the Property in the amount of \$ _____ per month quarter year and are subject to adjustment at the sole discretion of the homeowners' association or common interest community. SELLER agrees to provide a current copy of any bylaws, declarations, covenants and rules and regulations of the homeowners' association or common interest community to the BUYER prior to the Closing Date.
- C. SELLER warrants that the SELLER has no knowledge of whether the Property is subject to a homeowners' association or other common interest community for which the Property shall be subject to any assessments, charges, dues or fees except as accurately and completely disclosed in this Contract or any addendums to this Contract. SELLER agrees to defend, indemnify and hold the BUYER harmless from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from an obligation for payment of any assessments, charges, dues or fees to any homeowners' association or common interest community that were due prior to the Closing Date.
- D. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from the information the SELLER has provided to the BUYER regarding homeowners' associations or other common interest communities.

19. SURVEY OF THE PROPERTY:

- A. BUYER and SELLER agree that:
 - (1) A "staked" boundary survey of the Property shall be obtained at the BUYER'S expense SELLER'S expense divided equally between the BUYER'S and SELLER'S expense; or
 - (2) No "staked" boundary survey will be performed as part of this Contract.
- B. BUYER understands that the lender may order a survey called a "Mortgagee Title Inspection" on the Property, which does not include the staking of property corners. BUYER is also aware that title insurance may not cover survey-related issues, even if a recent survey has been completed. The title policy furnished to the BUYER under this Contract will contain a survey exception under Schedule B unless the BUYER provides a boundary survey to the title company at the BUYER'S expense.
- C. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) relating to any acreage matters, boundary line disputes, defects, encroachments, overlaps or other matters that would have been disclosed or discovered by a survey.
- D. SELLER represents and warrants that there is ingress and egress to the Property.

BUYER'S INITIALS MSR
 SELLER'S INITIALS _____

20. LIENS ON THE PROPERTY:

- A. SELLER represents and warrants that there are no unpaid chattel mortgages, conditional sales contracts, financing statements or security agreements (whether recorded or not) affecting any fixture, portion of the Property or item of personal property included in the sale of the Property under this Contract.
- B. BUYER and SELLER agree that any existing liens on the Property that the SELLER is required to remove under this Contract may be paid and discharged from the SELLER'S proceeds at closing.
- C. SELLER shall indemnify and hold BUYER harmless from any obligation for payment of any amounts by reason of any liens on the Property that accrued prior to the closing of this Contract.
- D. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from any unpaid liens, chattel mortgages, conditional sales contracts, financing statement or security agreements on the Property or any personal property included in the sale of the Property under this Contract.

21. INSPECTIONS OF THE PROPERTY:

- A. Subject to any inspections permitted by this Contract and the potential cancellation of the Contract due to the discovery of Unacceptable Conditions contained in this section, **BUYER AGREES TO PURCHASE AND ACCEPT THE PROPERTY AS IS IN ITS CURRENT CONDITION ONLY, WITHOUT GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND BY THE SELLER OR ANY REAL ESTATE LICENSEES INVOLVED IN THIS TRANSACTION CONCERNING THE CONDITION OR VALUE OF THE PROPERTY.** This shall not be deemed to be a waiver or modification of any implied warranties that may exist.
- B. BUYER is STRONGLY ADVISED to seek expert advice and conduct or obtain inspections to determine if damages, defects or hazards exist in and on the Property. If inspections are not performed on all or part of the Property, BUYER shall be bound by whatever information an inspection would have revealed and waives any cause of action, claim, or right relating to or arising from any condition of the Property that would have been apparent had inspections been performed.
- C. BUYER shall carefully inspect the Property waive the right to conduct due diligence and conduct or obtain inspections on the Property. BUYER agrees that the BUYER was given the right to conduct due diligence and conduct or obtain inspections on the Property and that any inspections not conducted or obtained were waived by the BUYER. BUYER and SELLER agree that all optional inspections below that are checked shall be included in the terms and conditions of this Contract and inspections that are not checked shall not be part of this Contract.

MSR

BUYER'S INITIALS

BUYER'S INITIALS

(BUYER(S) MUST INITIAL THESE BLANKS)

- D. BUYER may conduct and obtain any inspections or re-inspections on the Property desired by the BUYER at BUYER'S sole expense. Unless otherwise specified in this Contract, a qualified professional shall complete all of the inspections desired by the BUYER within _____ calendar days (ten if left blank) after the Effective Date of this Contract.
- E. SELLER agrees to provide BUYER and any qualified professionals engaged by the BUYER with reasonable access to the Property to conduct inspections, re-inspections, inspections of any corrective measures completed by the SELLER and final walk-throughs prior to closing. BUYER shall be responsible for and pay for any damage to the Property resulting from any inspections conducted or obtained by the BUYER.
- F. If an inspection conducted or obtained by the BUYER reveals Unacceptable Conditions, the BUYER shall provide a copy of the written inspection report to the SELLER and the real estate licensee assisting the SELLER within _____ (ten if left blank) calendar days after the Effective Date of this Contract. An "Unacceptable Condition" means any condition identified in a written inspection report prepared by an independent qualified professional that is unacceptable to the BUYER. BUYER and SELLER agree to provide all written inspection reports to all real estate licensees involved in this transaction.
- G. Upon the receipt of the written inspection report identifying the Unacceptable Conditions, SELLER agrees to complete or pay for the remediation or repair of any Unacceptable Conditions identified by the BUYER, provided that the total cost for all remediation or repairs resulting from the Unacceptable Conditions does not exceed \$ _____ (zero if left blank).
- H. If the costs of the remediation or repair for Unacceptable Conditions exceed the amount specified above, BUYER and SELLER shall agree in writing whether the BUYER, SELLER or both parties shall pay and in what amounts for the excess costs for remediation or repair of the Unacceptable Conditions. If the BUYER and SELLER cannot agree on the payment of the excess costs to remediate or repair the Unacceptable Conditions identified by the BUYER, this Contract shall be cancelled and any Earnest Money shall be returned to the BUYER subject to the provisions of this Contract.

BUYER'S INITIALS

MSR

SELLER'S INITIALS

I. BUYER agrees and acknowledges that no important representations of the SELLER nor any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed as follows:

J. BUYER and SELLER agree that any real estate licensees involved in this transaction are not experts regarding whether any unacceptable property conditions exist in and on the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the discovery of property defects or unacceptable property conditions in the Property, unless the real estate licensees had actual knowledge of the conditions prior to the closing of this Contract and failed to disclose this information to the parties.

K. BUYER and SELLER jointly and severally agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees and professional fees) incurred in connection with any preventative, remedial or other cleanup action necessary to comply with all applicable federal, state and local environmental laws, rules, regulations and ordinances. SELLER warrants that to the best of SELLER'S knowledge and belief after due inquiry, the Property complies with and that SELLER is not in violation of and has not violated any applicable federal, state and local environmental laws, rules, regulations or ordinances.

L. **LEAD-BASED PAINT INSPECTIONS:** (Section must be checked if applicable)

(1) BUYER and SELLER agree that this Contract is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint hazards at the BUYER'S expense until 9:00 PM on the _____ calendar day after the Effective Date of this Contract. This contingency shall terminate at the above time unless the BUYER or the real estate licensee assisting the BUYER delivers a written contract addendum listing the specific existing deficiencies and corrections needed on the Property along with a copy of the inspection or risk assessment report to the SELLER or the real estate licensee assisting the SELLER. BUYER and SELLER acknowledge and agree that, as required by federal law for all properties constructed prior to 1978, the separate Lead-Based Paint Disclosure Form has been completed and signed by all the parties to this Contract.

(2) Within _____ calendar days (seven if left blank) after the receipt of the addendum, the SELLER may elect in writing whether to correct the conditions identified in the addendum. If the SELLER agrees to correct the conditions identified in the addendum, SELLER shall furnish the BUYER with a certification from a risk assessor or inspector demonstrating that the conditions have been remedied prior to the Closing Date. If the SELLER elects to not agree to repair all of the conditions identified in the BUYER'S addendum, BUYER shall have _____ calendar days (seven if left blank) to respond to this counter-offer by removing the contingency and taking possession of the Property in an "AS IS" condition with no correction of the conditions identified in the addendum.

(3) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including hearing disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family from Lead in Your Home" for more information.

M. **WOOD INFESTATION INSPECTIONS:** (Section must be checked if applicable)

(1) BUYER may at BUYER'S expense SELLER may at SELLER'S expense arrange for a certified pest control professional to inspect the Property (unless the SELLER is required to pay for the inspection pursuant to Department of Veterans Affairs regulations) to determine the potential presence of wood destroying insects in all improvements on the Property.

(2) If the written inspection report of the certified pest control professional reveals evidence of active infestation or if the certified pest control professional determines that the treatment of inactive infestation or removal of debris is necessary, BUYER SELLER agrees to pay for all treatment of the Property by a certified pest control professional provided that the total cost of all treatment does not exceed \$ all treatment (zero if left blank).

BUYER'S INITIALS MSR
SELLER'S INITIALS _____

- (3) If the costs of the treatment exceed the amount specified above, BUYER and SELLER shall agree in writing whether the BUYER, SELLER or both parties shall pay and in what amounts for the excess costs. If the BUYER and SELLER cannot agree on the payment of the excess costs, this Contract shall be cancelled and any Earnest Money shall be returned to the BUYER subject to the provisions of this Contract.
- (4) If treatment is required and conducted for BUYER at the SELLER'S expense, SELLER agrees to provide the BUYER with a certificate and BUYER agrees to accept the certificate verifying that treatment was completed by a certified pest control professional of BUYER'S SELLER'S choice.
- (5) Any inspection and treatment under this subsection shall be completed no earlier than _____ calendar days (30 if left blank) prior to the Closing Date. BUYER and SELLER agrees that any damages or repairs related to wood destroying insect infestations are Unacceptable Conditions and shall be subject to the provisions pertaining to the remediation and repair of Unacceptable Conditions.

N. SEPTIC INSPECTIONS: (Section must be checked if applicable)

- (1) BUYER may at BUYER'S expense SELLER may at SELLER'S expense arrange for an inspection of the private wastewater disposal, lagoon or septic system on the Property. If the written inspection report shows that the private wastewater disposal, lagoon or septic system has deficiencies, BUYER SELLER shall pay for all remediation and repairs necessary to correct the deficiencies identified in the written inspection report provided that the total cost for all remediation and repairs does not exceed \$ _____ (zero if left blank).
- (2) If the costs of the remediation and repairs exceed the amount specified above, BUYER and SELLER shall agree in writing whether the BUYER, SELLER or both parties shall pay and in what amounts for the excess costs. If the BUYER and SELLER cannot agree on the payment of the excess costs, this Contract shall be cancelled and any Earnest Money shall be returned to the BUYER subject to the provisions of this Contract.

22. POTENTIAL PROXIMITY OF REGISTERED OFFENDERS TO PROPERTY:

- A. Kansas state law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you as the BUYER desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi> or by contacting the local sheriff's office.
- B. BUYER and SELLER agree that any real estate licensees involved in this transaction owe no duty or obligation to the BUYER to conduct an independent investigation as to the potential proximity of registered offenders to the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the discovery of registered offenders residing within relative proximity to the Property.

23. RADON GAS NOTICE:

- A. Every BUYER of residential real property is notified that the Property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires SELLERS to disclose any information known to the SELLER that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment (KDHE) recommends that all home buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can easily be reduced by a radon mitigation technician. For additional information, go to <http://www.kansasradonprogram.org/>.
- B. BUYER understands that neither the SELLER nor any real estate licensees involved in this transaction have made any investigation to determine whether there is or will be radon gas in the Property. Neither the SELLER nor any real estate licensees involved in this transaction make any representations or warranties as to the presence or lack of radon gas in the Property or as to the effect of radon gas or any such condition on the Property on the occupants of the Property. BUYER may, at BUYER'S sole expense, conduct an inspection to determine whether radon gas is present in the Property.
- C. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of any radon gas in the Property.

BUYER'S INITIALS MSF
 SELLER'S INITIALS _____

24. POTENTIAL PRESENCE OF PROPERTY IN FLOOD PLAIN:

- A. On a regular basis, the Federal Emergency Management Agency (FEMA) and the United States Corps of Engineers publish updates to flood maps and levee protection systems. As part of these updates, properties that have historically not been included in any special flood hazard areas may, due to changes in mapping or flood protection, become subject to federal flood insurance requirements. If you as the BUYER desire more information on whether the Property is included in a special flood hazard area or an area of flood risk, you may find and review information on this issue at <http://msc.fema.gov/>, <http://www.floodsmart.gov/> and other information may be available through local government planning and zoning offices.
- B. BUYER and SELLER agree that any real estate licensees involved in this transaction owe no duty or obligation to the BUYER to conduct an independent investigation as to the flood hazard status of the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the flood hazard status of the Property.

25. DELIVERY OF THE DEED:

- A. On or before the Closing Date, SELLER shall execute and deliver a warranty deed and all other documents and funds reasonably necessary to complete the closing of this Contract. The warranty deed shall convey a marketable fee simple title to the Property free and clear of all liens and encumbrances to the BUYER, except as provided otherwise in this Contract.
- B. BUYER agrees and acknowledges that the purchase of the Property is subject to any building setback requirements, covenants, declarations, easements, restrictions, rights-of-way, special assessments, taxes and assessments and zoning laws and any other items contained in this Contract or that are discoverable in a search of public records.
- C. On or before the Closing Date, BUYER and SELLER agree to deliver to the closing agent a cashier's check or other certified funds sufficient to satisfy their respective obligations under this Contract. SELLER acknowledges that the disbursement of the proceeds may be made after the warranty deed, instrument of conveyance, mortgage or deed of trust has been recorded.

26. TITLE EVIDENCE:

- A. At least three calendar days prior to the Closing Date, SELLER shall cause to be furnished to the BUYER a title insurance company's written commitment "title binder" to issue after closing a title insurance policy in an amount equal to the full Purchase Price naming the BUYER as the insured. A copy of the title binder shall be furnished to the mortgage lender and the BUYER'S attorney (if any) as promptly as possible. BUYER agrees and acknowledges that the SELLER may receive a BUILDER'S discount on the title insurance policy.
- B. The title binder shall show marketable title vested in the SELLER, subject to the following:
 - (1) Easements, mineral rights and reservations of record, encroachments that would be disclosed by a survey, rights-of-way of record, trees, plantings and fences on the Property;
 - (2) Restrictions and protective covenants of record, provided that no forfeiture provisions are contained therein;
 - (3) Un-matured special assessments, zoning laws, ordinances and regulations;
 - (4) Rights of tenants in possession;
 - (5) Liens (if any) described herein; and
 - (6) Those exceptions that are standard in the title company's Form B as specified therein.
- C. BUYER SELLER BUYER and SELLER equally shall pay for any lender's/mortgagee's/instrument holder's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.
- D. BUYER SELLER BUYER and SELLER equally shall pay for any owner's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.
- E. In the event that the SELLER is unable to furnish marketable title subject to the foregoing exceptions and this Contract is cancelled due to this inability to furnish marketable title, the Earnest Money shall be refunded promptly to the BUYER subject to the provisions of this Contract and the SELLER shall reimburse to the BUYER the cost of the BUYER'S accrued loan costs, attorneys' fees for examining title and title insurance cancellation fees and all parties shall be released from any further liability under this Contract.

27. NOTICES:

- A. Any notice required under the terms and conditions of this Contract shall be delivered by electronic mail, facsimile, in-person, private delivery service or the United States Postal Service.
- B. The mailing address for the delivery of any notices under this Contract to any party shall be the mailing address referenced in this Contract, unless the party specifically requests in writing that a different mailing address be used to deliver notices under this Contract.

BUYER'S INITIALS MSR
 SELLER'S INITIALS _____

C. The notice shall be deemed to be delivered upon the date of receipt. Delivery to a real estate licensee working with the party shall be treated as the same as delivery to the party.

28. DEFAULT AND REMEDIES:

- A. A party (either the BUYER or SELLER) to this Contract shall be in default under this Contract when the party fails to comply with any material condition, term or obligation of the Contract in the time period required by the Contract. Upon default, the parties shall have the remedies set forth below:
 - (1) Upon default by the SELLER, BUYER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the SELLER'S delay in performing the Contract; or (2) terminate the Contract and, if the BUYER chooses, pursue any damages the BUYER incurred as a result of the SELLER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.
 - (2) Upon default by the BUYER, SELLER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the BUYER'S delay in performing the Contract; or (2) terminate the Contract and, if the SELLER chooses, pursue any damages the SELLER incurred as a result of the BUYER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.
- B. If upon default either the BUYER or SELLER determines to pursue the BUYER'S or SELLER'S remedies and the non-defaulting party is successful in enforcing his or her remedy, unless otherwise provided by law, the defaulting party on the Contract will pay the non-defaulting party's attorneys' fees, costs and any other expenses incurred in enforcing the non-defaulting party's remedy against the defaulting party.

29. CONTRACT BINDING ON ASSIGNS AND HEIRS: This Contract shall be fully binding upon the parties and their administrators, assigns, executors, heirs and successors except as limited by this Contract.

30. AGREEMENT TO USE ELECTRONIC SIGNATURES AND AGREEMENTS: BUYER, SELLER and any real estate licensees involved in this transaction agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, any real estate licensees involved in this transaction have no authority to enter into electronic agreements with other parties on behalf of the BUYER or SELLER unless authorized to do so by a duly executed power of attorney.

31. BROKERAGE RELATIONSHIP DISCLOSURE:

- A. BUYER and SELLER acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the BUYER, agents of the SELLER or transaction brokers.
- B. Real estate licensees functioning as an agent of the BUYER have a duty to represent the BUYER'S interests and will not be an agent of the SELLER. Information given by the SELLER to an agent for the BUYER will be disclosed to the BUYER.
- C. Real estate licensees functioning as an agent of the SELLER have a duty to represent the SELLER'S interests and will not be an agent of the BUYER. Information given by the BUYER to an agent for the SELLER will be disclosed to the SELLER.
- D. Real estate licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate for the interests of either party.
- E. BUYER and SELLER acknowledge that the Real Estate Brokerage Relationships Brochure has been furnished to them.
- F. Listing Licensee is functioning as a: (Check the applicable function)
 - Seller's Agent;
 - Designated Seller's Agent (Supervising Broker acts as a Transaction Broker);
 - Transaction Broker; or
 - SELLER is unrepresented.
- G. Selling Licensee is functioning as a: (Check the applicable function)
 - Seller's Agent;
 - Buyer's Agent;
 - Designated Seller's Agent (Supervising Broker acts as a Transaction Broker);
 - Designated Buyer's Agent (Supervising Broker acts as a Transaction Broker);
 - Transaction Broker; or
 - BUYER is unrepresented.

Lori Shaw
Name of Real Estate Licensee Assisting BUYER

Name of Real Estate Licensee Assisting SELLER

Bill White Real Estate
Name of Brokerage Firm Assisting BUYER

Name of Brokerage Firm Assisting SELLER

BUYER'S INITIALS LS
SELLER'S INITIALS _____

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

DocuSigned by:  9/16/2020
BUYER'S SIGNATURE DATE
Micheal Joseph Powell

SELLER'S SIGNATURE DATE
City of Independence, KS

BUYER'S SIGNATURE DATE

SELLER'S SIGNATURE DATE

BUYER'S MAILING ADDRESS

SELLER'S MAILING ADDRESS

BUYER'S CITY, STATE AND ZIP CODE

SELLER'S CITY, STATE AND ZIP CODE

BUYER'S CONTACT TELEPHONE NUMBER

SELLER'S CONTACT TELEPHONE NUMBER

BUYER'S EMAIL ADDRESS

SELLER'S EMAIL ADDRESS

For identification purposes only: (Please print or type)

KREC File #: _____

Agent Name: Lori Shaw

Agent Name: _____

Agent License #: 00241325

Agent License #: _____

Firm Name: Bill White Real Estate

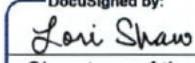
Firm Name: _____

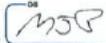
Broker License #: BR00008819

Broker License #: _____

FORM CERTIFICATION: (to be completed by the agent preparing this Contract)

The undersigned agent assisted in completing the blanks in the foregoing form and confirms, to the best of his or her knowledge, that the printed form contains the language approved by the legal counsel for the Kansas Association of REALTORS®. The undersigned agent further confirms that no additions or deletions to the approved language have been made, except such changes as may appear in this form made by hand or typewriter and signed or initialed by the party submitting this offer. Agent's signature below is not an opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms that, to the best of the agent's knowledge, no changes have been made to the approved form.

DocuSigned by:  _____ (Initial the applicable box) _____ Listing agent  Selling agent
Signature of the real estate licensee preparing this form
Lori Shaw

BUYER'S INITIALS  _____
SELLER'S INITIALS _____



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
October 8, 2020

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider authorizing the abatement of nuisance taxes for 1020 W Maple and 1124 W Maple Street.

SUMMARY RECOMMENDATION Director of Finance recommends the abatement of nuisance assessments for the properties as follows:

Lot 7, Block 12, Concannons Addition – 1020 W. Maple - \$400.00
Lots 10 and 11, Pavys Addition – 1124 W. Maple - \$100.00

BACKGROUND The City assessed nuisance taxes on these properties for 2017 mowing charges on August 9th, 2018. These lots were purchased by Morning Star Management in 2018 before the taxes were assessed. They are asking the Commission to release the lien and remove the mowing violation fees of \$500.00, since they were not the owner of the property at the time.

BUDGET IMPACT The abatement of the nuisance taxes would have negligible impact on the City budget.

SUGGESTED MOTION I move to abate the nuisance taxes on 1020 W. Maple and 1124 W. Maple.

SUPPORTING DOCUMENTS Lien Releases

RELEASE OF LIEN FOR NUISANCE ABATEMENT

COMES NOW, the City of Independence, Kansas, a municipal Corporation, and hereby releases its lien for recovery of costs relating to nuisance abatement as assessed pursuant to City Ordinance No. 4275 as it pertains to the following property.

Lot 7, Block 12, Concannons Addition to the City of Independence, Montgomery County, Kansas (commonly known as 1020 West Maple Street, Independence, Kansas)

CITY OF INDEPENDENCE, KANSAS

By: _____
LEONHARD CAFLISCH, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

STATE OF KANSAS)

) SS:

MONTGOMERY COUNTY)

BE IT REMEMBERED, That on this ____ day of October, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared LEONHARD CAFLISCH, Mayor, and DAVID W. SCHWENKER, City Clerk, of the CITY OF INDEPENDENCE, KANSAS, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, and who are personally known to me to be the same persons who executed, the above and foregoing instrument of writing on behalf of said corporation, and such persons acknowledged the execution of the same to be the act and deed of said CITY OF INDEPENDENCE, KANSAS.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.

NOTARY PUBLIC

My commission expires:

RELEASE OF LIEN FOR NUISANCE ABATEMENT

COMES NOW, the City of Independence, Kansas, a municipal Corporation, and hereby releases its lien for recovery of costs relating to nuisance abatement as assessed pursuant to City Ordinance No. 4275 as it pertains to the following property.

Lots 10 and 11, Pavys Addition to the City of Independence, Montgomery County, Kansas (commonly known as 1124 West Maple Street, Independence, Kansas)

CITY OF INDEPENDENCE, KANSAS

By: _____
LEONHARD CAFLISCH, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

STATE OF KANSAS)

) SS:

MONTGOMERY COUNTY)

BE IT REMEMBERED, That on this ____ day of October, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared LEONHARD CAFLISCH, Mayor, and DAVID W. SCHWENKER, City Clerk, of the CITY OF INDEPENDENCE, KANSAS, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, and who are personally known to me to be the same persons who executed, the above and foregoing instrument of writing on behalf of said corporation, and such persons acknowledged the execution of the same to be the act and deed of said CITY OF INDEPENDENCE, KANSAS.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.

NOTARY PUBLIC

My commission expires:



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
October 8, 2020

Department _____ **Safety** _____

Director Approval _____ **David Cowan** _____

AGENDA ITEM Consider authorizing the temporary closure of the alley in the 600 block between West Main and West Maple Streets..

SUMMARY RECOMMENDATION City Staff recommends allowing Springfield Builders to temporarily close the alley in the 600 block of West Main Street behind O'Reilly Auto Parts.

BACKGROUND Springfield Builders is requesting permission to temporarily close the alley behind O'Reilly's for two to three weeks to perform hard surfacing for the front parking lot and alley.

BUDGET IMPACT There is no anticipated budget impact.

SUGGESTED MOTION I move to authorize the temporary closing of the alley in the 600 block of West Main Street behind O'Reilly Auto Parts.

SUPPORTING DOCUMENTS

To: City Commission
From: Economic Development Advisory Board
Subject: Labette Health Care Center Incentive
Date: September 14, 2020

The Economic Development Advisory Board (EDAB) has reviewed pertinent documents, past Commission discussions, and other information regarding previous incentives offered to Labette Health by the City of Independence. As a part of that review, the EDAB has utilized a cost-benefit analysis to determine the appropriate investment in the proposed project, as it relates to the City of Independence.

After said review of the relevant information provided, the EDAB recommends approval of the incentive request in the form of a \$250,000 forgivable loan to be disbursed over a five-year period as follows:

1. Labette Health Independence Healthcare Center will show proof of five new full time equivalent (FTE) employees in Independence during 2022, over a base employment established at the end of 2021. Labette Health Independence Healthcare Center must maintain those five FTE's over the subsequent years to receive a maximum of \$50,000 per year. Should less than five FTE's be maintained during a reporting period, the annual incentive payment for that period will be discounted on a pro-rata basis.
2. The first payment will be made on March 1, 2023, and each March 1 of the four subsequent years (2024-2027).
3. This incentive will be paid out of the proposed Special Use Sales Tax (SUST) renewal of which 5% is to be designated for Economic Development. The incentive is contingent upon the passing of the SUST renewal.

The EDAB recommends the City Attorney draft an agreement and that the City Commission approves this proposed incentive to Labette Health for the expansion of the Labette Health Independence Healthcare Center on Peter Pan Road.

Attached: Summary Cost Benefit Analysis (2)

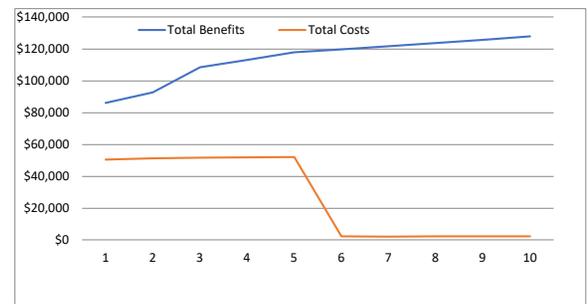
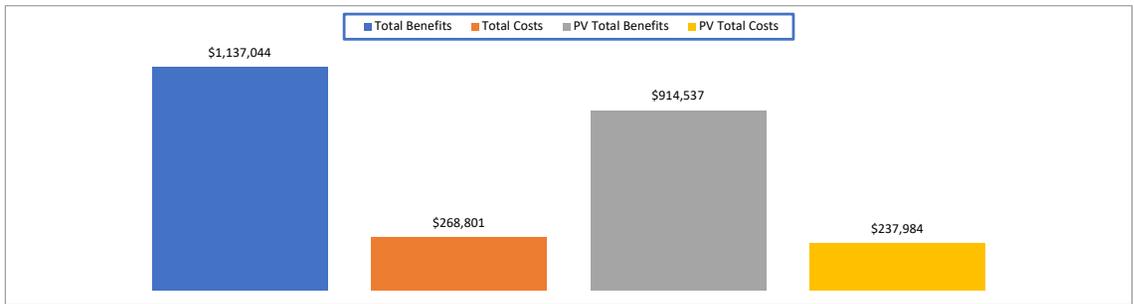
SUMMARY OF COSTS AND BENEFITS FOR THE CITY OF INDEPENDENCE

PROJECT: **Labette County Medical Center d/b/a Labette Health**
 DATE: **9/9/2020**

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: **4.23**
 Ratio of Present Value of Total Benefits to Present Value of Total Costs: **3.84**
 DISCOUNT RATE: **3.92%** (Typical desired ratio would be 1.3 to 1) Average ROI: **32.30%**

[Back to Start](#) [NFP Data Entry](#)
[General Data Entry](#)

Year	Sales Taxes from Construction (Detail Below)	Sales Taxes from Organization Operations (Detail Below)	Sales Taxes From Existing Employee Spending	Sales Taxes From New Employee Spending	Sales Tax from Visitor	All New Property Taxes (Detail Below)	New City Utility Profits (Detail Below)	New Franchise Taxes (Detail Below)	RLF Loan Payment	PILOT Payment	Other City Revenues from New Families	Total Benefits	Net Present Value of Total Benefits	Marginal Cost of Various City Services	City Infrastructure and/or Loan	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits
1	\$12,329	\$8,157	\$36,594	\$4,064	\$0	\$1,292	\$10,824	\$10,409	\$0	\$0	\$2,376	\$86,044	\$82,796	\$617	\$50,000	\$0	\$50,617	\$48,707	\$35,427	\$35,427	\$34,090
2	\$0	\$8,400	\$37,198	\$16,334	\$0	\$2,627	\$12,091	\$11,206	\$0	\$0	\$4,823	\$92,679	\$85,816	\$1,252	\$50,000	\$0	\$51,252	\$47,457	\$41,428	\$76,854	\$38,360
3	\$0	\$8,640	\$37,813	\$26,657	\$0	\$3,672	\$13,120	\$11,848	\$0	\$0	\$6,730	\$108,481	\$96,657	\$1,747	\$50,000	\$0	\$51,747	\$46,107	\$56,734	\$133,588	\$50,550
4	\$0	\$8,910	\$38,438	\$28,452	\$0	\$4,072	\$13,618	\$12,177	\$0	\$0	\$7,452	\$113,120	\$96,987	\$1,934	\$50,000	\$0	\$51,934	\$44,528	\$61,185	\$194,773	\$52,459
5	\$0	\$9,270	\$39,073	\$30,236	\$0	\$4,485	\$14,128	\$12,514	\$0	\$0	\$8,195	\$117,901	\$97,271	\$2,127	\$50,000	\$0	\$52,127	\$43,006	\$65,774	\$260,547	\$54,265
6	\$0	\$9,409	\$39,719	\$30,736	\$0	\$4,559	\$14,361	\$12,712	\$0	\$0	\$8,318	\$119,813	\$95,119	\$2,159	\$0	\$0	\$2,159	\$1,714	\$117,654	\$378,201	\$93,405
7	\$0	\$9,550	\$40,375	\$31,244	\$0	\$4,634	\$14,597	\$12,914	\$0	\$0	\$8,442	\$121,757	\$93,014	\$2,191	\$0	\$0	\$2,191	\$1,674	\$119,565	\$497,766	\$91,340
8	\$0	\$9,693	\$41,042	\$31,760	\$0	\$4,711	\$14,838	\$13,118	\$0	\$0	\$8,569	\$123,732	\$90,956	\$2,224	\$0	\$0	\$2,224	\$1,635	\$121,508	\$619,274	\$89,321
9	\$0	\$9,839	\$41,721	\$32,285	\$0	\$4,789	\$15,083	\$13,326	\$0	\$0	\$8,697	\$125,739	\$88,944	\$2,258	\$0	\$0	\$2,258	\$1,597	\$123,482	\$742,756	\$87,347
10	\$0	\$9,986	\$42,410	\$32,818	\$0	\$4,868	\$15,331	\$13,537	\$0	\$0	\$8,828	\$127,779	\$86,976	\$2,292	\$0	\$0	\$2,292	\$1,560	\$125,488	\$868,243	\$85,416
Total	\$12,329	\$91,855	\$394,383	\$264,586	\$0	\$39,789	\$137,989	\$123,763	\$0	\$0	\$72,430	\$1,137,044	\$914,537	\$18,801	\$250,000	\$0	\$268,801	\$237,984	\$868,243	\$868,243	\$676,553



Year	Sales Taxes From Construction Worker Spending	Sales Taxes From Construction Worker Hotels	Sales Taxes From Company Sales	Sales Taxes From Company Purchases	Company New Property Taxes	New Family Property Taxes	Company Utility Profits	Utility Profits From Existing Families	Utility Profits From New Families	Company Franchise Taxes	Franchise Taxes From Existing Families	Franchise Taxes From New Families
1	\$12,191	\$137	\$0	\$8,157	\$0	\$1,292	\$378	\$9,375	\$1,071	\$5,144	\$4,725	\$540
2	\$0	\$0	\$0	\$8,400	\$0	\$2,627	\$384	\$9,529	\$2,178	\$5,306	\$4,803	\$1,097
3	\$0	\$0	\$0	\$8,640	\$0	\$3,672	\$390	\$9,687	\$3,044	\$5,432	\$4,882	\$1,534
4	\$0	\$0	\$0	\$8,910	\$0	\$4,072	\$395	\$9,847	\$3,375	\$5,513	\$4,963	\$1,701
5	\$0	\$0	\$0	\$9,270	\$0	\$4,485	\$401	\$10,010	\$3,717	\$5,596	\$5,045	\$1,873
6	\$0	\$0	\$0	\$9,409	\$0	\$4,559	\$407	\$10,175	\$3,778	\$5,680	\$5,128	\$1,904
7	\$0	\$0	\$0	\$9,550	\$0	\$4,634	\$413	\$10,343	\$3,841	\$5,765	\$5,213	\$1,936
8	\$0	\$0	\$0	\$9,693	\$0	\$4,711	\$420	\$10,514	\$3,904	\$5,852	\$5,299	\$1,968
9	\$0	\$0	\$0	\$9,839	\$0	\$4,789	\$426	\$10,688	\$3,969	\$5,940	\$5,387	\$2,000
10	\$0	\$0	\$0	\$9,986	\$0	\$4,868	\$432	\$10,865	\$4,034	\$6,029	\$5,476	\$2,033
Total	\$12,191	\$137	\$0	\$91,855	\$0	\$39,709	\$4,047	\$101,033	\$32,910	\$56,257	\$50,919	\$16,586

Includes previous \$200,000 incentive.

SUMMARY OF COSTS AND BENEFITS FOR THE CITY OF INDEPENDENCE

PROJECT: Labette County Medical Center d/b/a Labette Health

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.43

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.12

[Back to Start](#)

[NFP Data Entry](#)

DATE: 9/10/2020

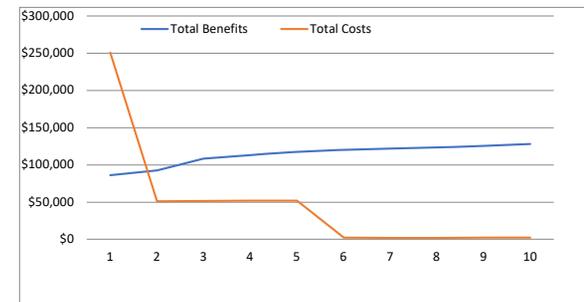
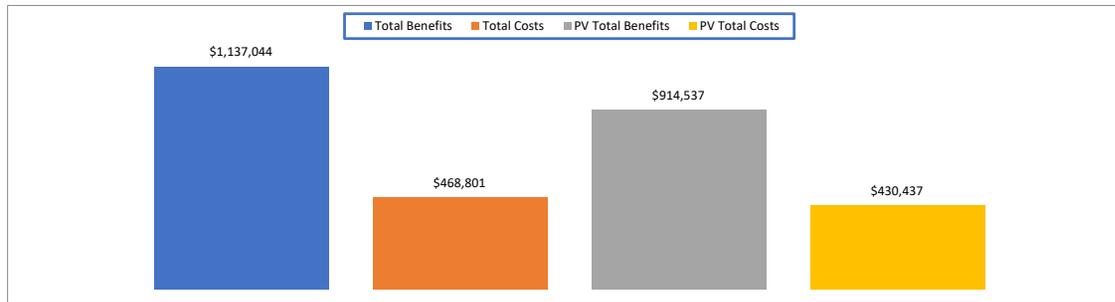
DISCOUNT RATE: 3.92%

(Typical desired ratio would be 1.3 to 1)

Average ROI

[General Data Entry](#)

Year	Sales Taxes from Construction (Detail Below)	Sales Taxes from Organization Operations (Detail Below)	Sales Taxes From Existing Employee Spending	Sales Taxes From New Employee Spending	Sales Tax from Visitor	All New Property Taxes (Detail Below)	New City Utility Profits (Detail Below)	New Franchise Taxes (Detail Below)	RLF Loan Payment	PILOT Payment	Other City Revenues from New Families	Total Benefits	Net Present Value of Total Benefits	Marginal Cost of Various City Services	City Infrastructure and/or Loan	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits
1	\$12,329	\$8,157	\$36,594	\$4,064	\$0	\$1,292	\$10,824	\$10,409	\$0	\$0	\$2,376	\$86,044	\$82,796	\$617	\$250,000	\$0	\$250,617	\$241,159	-\$164,573	-\$164,573	-\$158,363
2	\$0	\$8,400	\$37,198	\$16,334	\$0	\$2,627	\$12,091	\$11,206	\$0	\$0	\$4,823	\$92,679	\$85,816	\$1,252	\$50,000	\$0	\$51,252	\$47,457	\$41,428	-\$123,146	\$38,360
3	\$0	\$8,640	\$37,813	\$26,657	\$0	\$3,672	\$13,120	\$11,848	\$0	\$0	\$6,730	\$108,481	\$96,657	\$1,747	\$50,000	\$0	\$51,747	\$46,107	\$56,734	-\$66,412	\$50,550
4	\$0	\$8,910	\$38,438	\$28,452	\$0	\$4,072	\$13,618	\$12,177	\$0	\$0	\$7,452	\$113,120	\$96,987	\$1,934	\$50,000	\$0	\$51,934	\$44,528	\$61,185	-\$5,227	\$52,459
5	\$0	\$9,270	\$39,073	\$30,236	\$0	\$4,485	\$14,128	\$12,514	\$0	\$0	\$8,195	\$117,901	\$97,271	\$2,127	\$50,000	\$0	\$52,127	\$43,006	\$65,774	\$60,547	\$54,265
6	\$0	\$9,409	\$39,719	\$30,736	\$0	\$4,559	\$14,361	\$12,712	\$0	\$0	\$8,318	\$119,813	\$95,119	\$2,159	\$0	\$0	\$2,159	\$1,714	\$117,654	\$178,201	\$93,405
7	\$0	\$9,550	\$40,375	\$31,244	\$0	\$4,634	\$14,597	\$12,914	\$0	\$0	\$8,442	\$121,757	\$93,014	\$2,191	\$0	\$0	\$2,191	\$1,674	\$119,565	\$297,766	\$91,340
8	\$0	\$9,693	\$41,042	\$31,760	\$0	\$4,711	\$14,838	\$13,118	\$0	\$0	\$8,569	\$123,732	\$90,956	\$2,224	\$0	\$0	\$2,224	\$1,635	\$121,508	\$419,274	\$89,321
9	\$0	\$9,839	\$41,721	\$32,285	\$0	\$4,789	\$15,083	\$13,326	\$0	\$0	\$8,697	\$125,739	\$88,944	\$2,258	\$0	\$0	\$2,258	\$1,597	\$123,482	\$542,756	\$87,347
10	\$0	\$9,986	\$42,410	\$32,818	\$0	\$4,868	\$15,331	\$13,537	\$0	\$0	\$8,828	\$127,779	\$86,976	\$2,292	\$0	\$0	\$2,292	\$1,560	\$125,488	\$668,243	\$85,416
Total	\$12,329	\$91,855	\$394,383	\$264,586	\$0	\$39,789	\$137,989	\$123,763	\$0	\$0	\$72,438	\$1,137,044	\$914,537	\$18,801	\$450,000	\$0	\$468,801	\$430,437	\$668,243	\$668,243	\$484,188



Year	Sales Taxes From Construction Worker Spending	Sales Taxes From Construction Worker Hotels	Sales Taxes From Company Sales	Sales Taxes From Company Purchases	Company New Property Taxes	New Family Property Taxes	Company Utility Profits	Utility Profits From Existing Families	Utility Profits From New Families	Company Franchise Taxes	Franchise Taxes From Existing Families	Franchise Taxes From New Families
1	\$12,191	\$137	\$0	\$8,157	\$0	\$1,292	\$378	\$9,375	\$1,071	\$5,144	\$4,725	\$540
2	\$0	\$0	\$0	\$8,400	\$0	\$2,627	\$384	\$9,529	\$2,178	\$5,306	\$4,803	\$1,097
3	\$0	\$0	\$0	\$8,640	\$0	\$3,672	\$390	\$9,687	\$3,044	\$5,432	\$4,882	\$1,534
4	\$0	\$0	\$0	\$8,910	\$0	\$4,072	\$395	\$9,847	\$3,375	\$5,513	\$4,963	\$1,701
5	\$0	\$0	\$0	\$9,270	\$0	\$4,485	\$401	\$10,010	\$3,717	\$5,596	\$5,045	\$1,873
6	\$0	\$0	\$0	\$9,409	\$0	\$4,559	\$407	\$10,175	\$3,778	\$5,680	\$5,128	\$1,904
7	\$0	\$0	\$0	\$9,550	\$0	\$4,634	\$413	\$10,343	\$3,841	\$5,765	\$5,213	\$1,936
8	\$0	\$0	\$0	\$9,693	\$0	\$4,711	\$420	\$10,514	\$3,904	\$5,852	\$5,299	\$1,968
9	\$0	\$0	\$0	\$9,839	\$0	\$4,789	\$426	\$10,688	\$3,969	\$5,940	\$5,387	\$2,000
10	\$0	\$0	\$0	\$9,986	\$0	\$4,868	\$432	\$10,865	\$4,034	\$6,029	\$5,476	\$2,033
Total	\$12,191	\$137	\$0	\$91,855	\$0	\$39,789	\$4,847	\$101,833	\$32,918	\$56,257	\$50,919	\$16,586



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
October 8, 2020

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider authorizing the Mayor to approve CDBG-CV grant funding received from the Kansas Department of Commerce for 17 qualifying local businesses.

SUMMARY RECOMMENDATION City staff recommends authorizing the distribution of CDBG-CV Funds to the proposed grant recipients.

BACKGROUND These funds were made available through the Coronavirus Aid, Relief and Economic Securities Act (CARES Act) for grants to prevent, prepare for, and respond to coronavirus. To be eligible to receive a CDBG-CV Economic Development grant, the recipient business must be an existing business and retain jobs for low-to-moderate-income people. To be eligible for the grant, at least 51% of all employees must be from Low-to-Moderate income family households, based on their Adjusted Gross Income of the total household. The City, in conjunction with MCAC, released applications on June 24, 2020. Twenty-nine applications were received, of which 17 businesses met all State of Kansas requirements for eligibility. A subcommittee of the Economic Development Advisory Board met to discuss an appropriate allocation of the \$132,000 received and decided distribute the grant monies equally between businesses based off of the number of retained employees (meaning employees noted as at risk of losing their job). This is the same methodology the County used with divvying up their funds as well.

BUDGET IMPACT There is no budget impact. The City received this grant on behalf of the State of Kansas to distribute to qualifying businesses in our community.

SUGGESTED MOTION I move to authorize distribution of CDBG-CV Funds to the listed qualified businesses and for the Mayor to sign all related documents required from the State of Kansas.

SUPPORTING DOCUMENTS Grant Recipient Listing

CDBG-CV GRANT RECIPIENTS

		Grant Amount
Bill Schabel's TV		\$ 3,882.00
Great China		\$ 7,765.00
Star Roofing LLC		\$ 11,647.00
Memories by Mandy Photography		\$ 3,882.00
Independence Best Upholstery		\$ 7,765.00
Independence Automotives		\$ 3,882.00
Taka Green's Accounting Service		\$ 3,882.00
Trout Investments Ane Mae		\$ 19,412.00
The Hair Gallery		\$ 3,882.00
Kevin Wilson Construction		\$ 3,882.00
Ashcraft Tire & Auto Repair		\$ 15,530.00
Laurel Creek Flea Market		\$ 7,765.00
Daves Body Shop		\$ 3,882.00
Independence Pharmacy		\$ 7,765.00
Howard's Electric		\$ 15,530.00
Professional Building of Inde		\$ 7,765.00
R D Kelley Enterprises		\$ 3,882.00
		\$ 132,000.00



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
October 8, 2020

Department Administration

Director Approval David Cowan

AGENDA ITEM Consider bids for demolition of five condemned structures.

SUMMARY RECOMMENDATION City Staff recommends accepting the apparent low bid from JRB Industries, Inc.

BACKGROUND City of Independence is seeking bids for the removal of the following five condemned structures:

1. 601 N. 8th Street
2. 1117 W. Main Street
3. 909 W. Chestnut Street
4. 912 W. Laurel Street
5. 816 E. Magnolia Street

The bid received from JRB Industries, Inc. totals \$27,500.00, and the bid received from G & G Dozer totals \$32,715.00.

BUDGET IMPACT After this \$27,500 expenditure, the Demolition Fund will still have a remaining unencumbered cash balance of \$151,005.38.

SUGGESTED MOTION I move to award a demolition contract for five previously condemned structures in the amount of \$27,500.00 to JRB Industries, Inc.

SUPPORTING DOCUMENTS Bids Received

BID SCHEDULE

Alternative Bids Permitted: A bidder may submit a bid on each individual property or may submit one bid for all the properties combined, or do both. When submitting a bid on all properties combined, the bidder must itemize the cost of demolition as to each property so the City can pass the cost on to the property owner as allowed by law.

A. Individual Bids:

601 North 8th Street \$ 9500⁰⁰
1117 West Main Street \$ 7200⁰⁰
909 West Chestnut Street \$ 6250⁰⁰
912 West Laurel Street \$ 8600⁰⁰
816 East Magnolia Street \$ 4800⁰⁰
301 South Wald Avenue \$ _____

B. Combined Bid: \$ 36,350⁰⁰

per Gary:
Discount price is
\$ 32,715⁰⁰

Burnt-
Charge Separate

If a bidder improperly withdraws a bid or refuses to honor a bid that has been awarded by the City, the bidder shall not be eligible to bid on any City projects for a period of one (1) year thereafter.

Gary Gorby
Name of Bidder (Printed)

1875 HWY 75 N. Caney, KS 67333
Address

Gary Gorby
Signature

9/28/20
Date

owner
Title

620-879-5243
Contact Phone Number

BID SCHEDULE

Alternative Bids Permitted: A bidder may submit a bid on each individual property or may submit one bid for all the properties combined, or do both. When submitting a bid on all properties combined, the bidder must itemize the cost of demolition as to each property so the City can pass the cost on to the property owner as allowed by law.

A. Individual Bids:

601 North 8th Street \$ 9,800.⁰⁰
1117 West Main Street \$ 5,400.⁰⁰
909 West Chestnut Street \$ 4,000.⁰⁰
912 West Laurel Street \$ 5,800.⁰⁰
816 East Magnolia Street \$ 4,800.⁰⁰
301 South Wald Avenue \$ Removed Addendum No. 1

B. Combined Bid: \$ 27,500.⁰⁰!

Total = \$29,800.⁰⁰!

If a bidder improperly withdraws a bid or refuses to honor a bid that has been awarded by the City, the bidder shall not be eligible to bid on any City projects for a period of one (1) year thereafter.

JRB Industries, Inc.
Name of Bidder (Printed)

P.O. Box 603
Address

James R. Boechner
Signature

October 1, 2020
Date

President
Title

620-423-1070
Contact Phone Number



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
October 8, 2020

Department Public Utilities

Director Approval Terry Lybarger

AGENDA ITEM Consider authorizing staff to negotiate a contract for engineering services with PEC for advanced metering and water line replacement.

SUMMARY RECOMMENDATION Authorize staff to negotiate an engineering contract with PEC

BACKGROUND The City of Independence prepared an RFQ seeking an engineering firm to design and provide bidding and construction administration for installation of an advanced metering infrastructure system (AMI) and water line replacement. The City received eight responses and ranked the top four as follows:

1. Professional Engineering Consultants PA
2. Allgeier, Martin and Associates, Inc.
3. Olsson
4. BG Consultants

This RFQ includes approximately 4,400 water meters and 6,000 feet of 2", 4", and 6" water line. The City of Independence received eight responses to the RFQ and staff ranked PEC as the top firm.

BUDGET IMPACT The funding for this project would be from the Low Interest Revolving Loan for Water System Improvements.

SUGGESTED MOTION I move to authorize City Staff to negotiate a contract with PEC for Commission approval.

SUPPORTING DOCUMENTS

1. Water Line and Advanced Metering RFQ
2. PEC Response

**Request for Qualifications
for
Advanced Metering Infrastructure
And
Water Line Replacement
City of Independence, KS**

August 24, 2020

Statement of Qualifications

Due Date: Thursday, September 17, 2020 (2:00PM)

1.0 SCOPE AND BACKGROUND

The City is seeking a highly qualified engineering company to design and provide bidding and construction administration services for installation of an advanced metering infrastructure system (AMI) and waterline replacement. The project will include replacement of approximately 4400 water meters with a new system that includes a number of remote functions such as meter reading, disconnect, and endpoint alarm handling. The water line replacement portion consists of replacing approximately 6000 ft. of 2", 4", and 6" water line with new 6" line, reconnection of water meters to new main, new fire hydrants and all fittings as required.

This project will be funded by State Revolving Loan Funding. The funding for this project is in the approval process now and will **not** be approved prior to the issuance of this RFQ. The engineering firm selected for this project will assist the City in completing the loan application and submittal process to the State of Kansas, development of the required Preliminary Engineering Report, assistance with SRLF requirements of the City during construction, and project closeout.

The project scope, at a minimum, will include the following for each design element:

- Preparation of the Preliminary Engineering Report (PER) in accordance with KDHE requirements and revisions as needed to obtain KDHE approval
- Field survey and geotechnical investigations as required
- Development of design specifications and construction plans
- Development of budget/cost estimates
- Development of anticipated completion schedule
- Submission of design documents to KDHE for approval
- Develop a strategy for deploying an AMI system throughout the City's existing and potential future service areas, including all meters and radios.
- Assistance with the SRLF loan application and administration requirements during construction.
- Bidding and construction administration services.

Engineer shall have the capabilities to provide the services requested in this RFQ.

2.0 RFQ SCHEDULE

Issue Request for Qualifications	Monday, August 24, 2020
Deadline for Questions	Thursday, September 10, 2020 (5:00PM)
City Receive Statement of Qualifications (SOQ)	Thursday, September 17, 2020 (2:00PM)
City SOQ Evaluation	Thursday September 18, 2020 – September 24, 2020

3.0 TECHNICAL QUALIFICATIONS SOQ Format:

The SOQ will be limited to a maximum of fifteen (15) pages in length. SOQ should be printed on 8.5" X 11" paper, although charts, matrices, or diagrams may be printed on larger sheets. Type size should be no smaller than 11 point font for narrative sections, but may be reduced for captions, footnotes, etc. as required, while still maintaining legibility. Please submit packages comprised of materials that are easily recyclable or reusable at the conclusion of the evaluation process. Electronic submittals are encouraged but not required.

Your SOQ should include the following information:

1. Engineer's name, address, and brief company history.
2. Services to be provided by your company.
3. Services to be provided by sub consultants. If using sub consultants, please describe previous collaborations and prime vendors management approach toward sub consultants.
4. Engineer's understanding of project and approach to delivering requested services.
5. Related experience to include:
 - a. Projects of a relevant nature and scope with date of completion.
 - b. Resumes of your key personnel qualified to perform items outlined in the referenced scope of work with an organizational flow chart of the project manager and key personnel assigned to the project.
 - c. References with current contacts on similar size and scope projects.
6. Provide project schedule with key milestones.
7. Vendor Financial Statements

4.0 QUALIFICATIONS EVALUATION CRITERIA:

Qualifications will be evaluated based on engineer's ability to meet the needs of the City for the design, bidding, construction administration, and commissioning of the AMI system and waterline. This SOQ should provide all relevant information necessary to allow the City to conduct a thorough analysis of the engineer's ability to perform the professional services associated with the project. The following is an example list of criteria that, as a minimum, will be used to review the SOQ.

1. Engineer and Individual Qualifications
 - a) Services to be provided by engineer
 - b) Qualifications and experience of individuals to be assigned to the project.

2. Experience Considerations
 - a) Understanding of project scope and approach to service delivery.
 - b) Specific project type experience.
 - c) Project and work experience specifically with design and implementation of AMI systems and waterlines.
 - d) Project approach
3. Ability to perform work
 - a) Availability of staff.
 - b) Services to be provided by sub-contractors.
4. References
 - a) Quality of design.
 - b) Ability to meet schedules/deadlines.
 - c) Ability to control cost/meet budgets.
 - d) Communication/Cooperation.

The City reserves the right to consider any other factors that it deems to be relevant to its needs. The City reserves the right to request additional information from an individual or to request all engineers to submit supplemental materials in fulfillment of the content requirements of this RFQ or to meet additional information needs of the City. The City also reserves the unilateral right to waive any technical or format requirements contained in the RFQ.

5.0 SELECTION/REJECTION OF QUALIFICATIONS

The City intends to review the SOQ's and select the most qualified engineers for further consideration which may include an in-person interview in Independence. The City reserves the right to reject any and all qualifications, and to re-solicit for qualifications in the event that any or all qualifications are rejected.

6.0 RFQ COMMUNICATION

All questions or other communication regarding the City's RFQ should be submitted by email to:

Terence Lybarger

Utilities Director

terryl@independencesks.gov

7.0 QUALIFICATIONS SUBMITTAL DEADLINE

The following deadlines and time-frames apply to this solicitation:

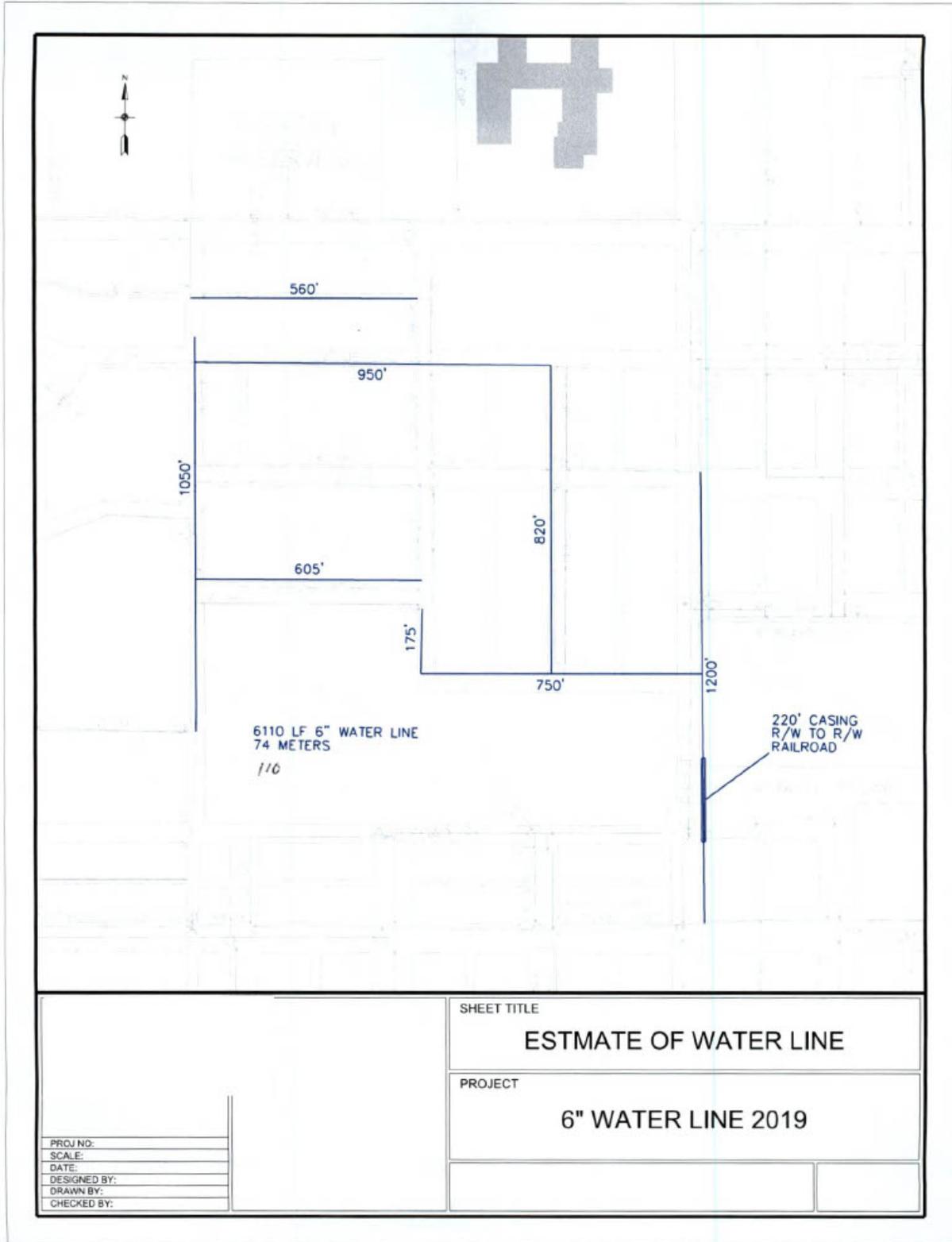
Statement of Qualifications Due: Thursday, September 17, 2020 (2:00PM) Note: Late responses will not be accepted by the City.

8.0 NOTICE OF RECEIPT OF RFQ - INTENT TO RESPOND

The City requests that recipients of this RFQ who intend to respond provide a courtesy notice of such intention via email message to terryl@independenceks.gov

9.0 E-MAIL ELECTRONIC COPIES (LESS THAN 6 MB) OF THE STATEMENT OF QUALIFICATIONS OR SIX (6) HARD COPIES AND ONE (1) ELECTRONIC COPY TO:

David Schwenker
811 W Laurel St.
Independence, KS 67301
Email: davids@independenceks.gov



10th Street to North 13th Street and W Sycamore Street to Oak Street



Peter Pan Rd and West Main Street



ADVANCED METERING INFRASTRUCTURE AND WATER LINE REPLACEMENT

SEPTEMBER 2020



ENGINEERING LASTING RELATIONSHIPS

PROFESSIONAL ENGINEERING CONSULTANTS PA

September 16, 2020

David Schwenker
City Clerk/Treasurer
City of Independence
811 West Laurel Street
Independence, KS 67301

Re: Advanced Metering Infrastructure and Water Line Replacement

Dear Mr. Schwenker:

Professional Engineering Consultants, PA (PEC) has worked with Independence on successful projects in the past and has completed many different types of water line and water meter replacement projects throughout the State of Kansas. We are familiar with the City's operating procedures, utility coordination, and other processes necessary to complete this project to meet Independence's high standards. PEC has history and substantial knowledge of Independence, as evidenced by our past and current projects at the City's water treatment plant.

With more than 55 years of leadership in water system design, PEC has provided a variety of engineering services on a variety of schedules for many communities in Kansas, including Independence. Close collaboration throughout our previous projects has allowed our team to evaluate projects from every perspective and create positive outcomes. Creating consensus will remain at the forefront of all project tasks, as it has in the past. Our team is ready for this opportunity to serve the City of Independence.

PEC's experience includes all types of current technology available for water line improvements and water metering equipment, from specialized design programs to the newest construction methods. Our willingness to involve, respect, and respond to ideas from City staff result in successful and cost-effective design solutions for City projects. PEC has been involved with several communities with projects that included State Revolving Loan Funding (SRLF) and are very familiar with the KDHE requirements, including assisting with the loan application process, preparing Preliminary Engineering Reports (PER), and meeting all the SRLF requirements throughout design and construction.

PEC agrees to maintain strict confidentiality with regard to all aspects of this project. We also agree to direct all media, citizen, and public official requests for information to the City's project manager.

Thank you for this opportunity to continue to serve the City of Independence on this important project. We look forward to discussing our added value and presenting our ideas to you during the selection process.

Respectfully submitted,

PROFESSIONAL ENGINEERING CONSULTANTS, PA



Michael D. Kelsey, PE
Principal-in-Charge

ADDENDUM NO. 1

DATE: SEPTEMBER 2, 2020

PROJECT: RFQ FOR ADVANCED METERING INFRASTRUCTURE AND
WATER LINE REPLACEMENT

FROM: CITY OF INDEPENDENCE

In case of conflict between the Request for Qualifications and this addendum, this addendum shall govern.

Item 1:

3.0 TECHNICAL QUALIFICATIONS SOQ Format:

Your SOQ should include the following information:

REMOVE: 7. Vendor Financial Statements

Received by:



Michael D. Kelsey, PE, Principal-in-Charge
Contractor



SECTION ONE
About PEC

SECTION TWO
Project Understanding
and Approach

SECTION THREE
Related Experience

SECTION FOUR
Project Schedule
with Key Milestones





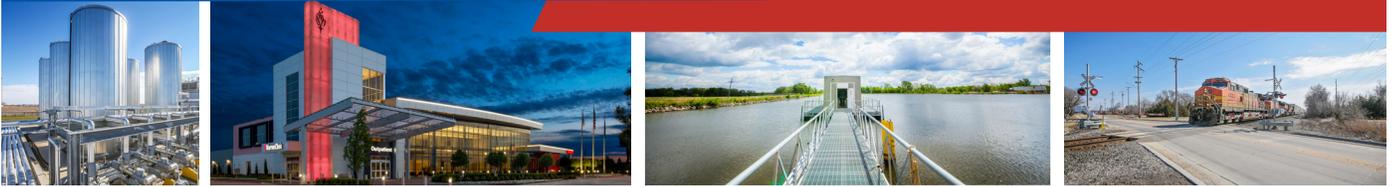
SECTION ONE
About PEC





FIRM PROFILE

PROFESSIONAL ENGINEERING CONSULTANTS



Professional Engineering Consultants PA (PEC) applies scientific principles to make things work. We communicate those principles in a way that promotes understanding and consensus to maximize opportunities.

That's what good engineering is all about — that is what PEC is all about — creating opportunity. We understand the market, the technology, the regulations, and the communities we serve. It's having the foresight to re-imagine the everyday into the extraordinary with practical, proactive, innovative solutions that save money, and create value.

Founded in 1965 as one of the first full-service consulting firms in the region, PEC's knowledge is the cumulative effect of more than 55 years of experience. We offer comprehensive services conveniently located in one firm, an efficiency that translates into time and cost savings.

PEC started with less than 30 people. Today, our staff of more than 300 holds professional engineering licenses in all 50 states. Our work takes us across the nation and around the world to design an increasing variety of projects from highways to hospitals — water towers to wind turbines — stadiums to sidewalks — and everything in between.

What we do is important but more important is how we do it for you. We know each client is different and each project is unique. We are flexible in our approach, innovative in our thinking, and relentless on your behalf. We appreciate your partnership, honor your input and will work to create value for you at every point in the project.

Our services include:

- **Civil Engineering**
transportation, water/wastewater treatment, water distribution, sanitary sewer collection, airports, municipal services, planning, land development, traffic engineering, drainage/stormwater, site design
- **Facilities Engineering**
mechanical, electrical, structural, telecommunications, specialty lighting, plumbing, arc flash, specialty foundations
- **Field Services**
survey, geotechnical, geotechnical engineering, construction observation, special inspections, construction materials testing, commissioning, HVAC air and water balance
- **Specialty Services**
funding assistance, landscape architecture, audio/visual design, architectural lighting design, computational fluid dynamics, infrared thermography, ground penetrating radar (GPR), electro-acoustic simulation, automated control systems, virtual design + construction, geographic information systems (GIS), 3D laser scanning, drone aerial photography



ADVANCED METERING INFRASTRUCTURE
AND WATER LINE REPLACEMENT

PEC | 2



SECTION TWO
Project Understanding
and Approach



PROJECT UNDERSTANDING AND APPROACH

PEC has more than 55 years of water line infrastructure design experience. Our approach to your project is an interactive team effort consisting of key staff members from the City of Independence and PEC. Communication and interaction between members of the City and PEC Team are critical in identifying project goals and developing alternatives that best fit the City's needs.

As evidenced by our work history, PEC has been involved in many similar water meter and water line replacement projects for cities throughout the State of Kansas including successful design projects for the City of Independence. PEC is familiar with the City of Independence's plan expectations, operating procedures, utility coordination, project bidding process, and other processes necessary to complete a quality-assured set of construction documents. PEC will work closely with City staff to coordinate schedule, scope, and budget throughout this project from our offices located in downtown Wichita. We also provide field survey and geotechnical investigations through our Wichita Field Services office along with assistance from our regional office located in Pittsburg, Kansas.

As outlined in the RFQ, the critical elements of the project include:

- **Preparation of the Preliminary Engineering Report (PER) in accordance with KDHE requirements and revisions as needed to obtain KDHE approval.** PEC has prepared multiple PERs for government agency loan and grant applications and is very knowledgeable of PER processes and requirements. PEC will keep the City involved in the PER process to provide insight into the background of the proposed and recommended improvement options.
- **Field survey and geotechnical investigations as required.** PEC has the ability to provide both survey and geotechnical services in-house. Our PEC Field Services is familiar with Independence and having these services in-house make the coordination and scheduling seamless. PEC also has experience working with surveyors local to the Independence area, and will review the possibility of utilizing a local company.





Our approach to your project is an interactive team effort consisting of key staff members from the City of Independence and PEC.



- **Development of design specifications and construction plans.** PEC will coordinate all aspects of preparation of specifications and construction plans with City staff to ensure specific materials and manufacturers are identified to meet City requirements.
- **Development of budget/cost estimates.** At each design submittal, cost estimates will be produced to ensure the proposed project and estimated costs are tracking with the anticipated funding.
- **Development of anticipated completion schedule.** The schedule will be monitored throughout the project to ensure milestones are being met.
- **Submission of design documents to KDHE for approval.** PEC is familiar with KDHE's permitting process for water line improvements and has experience producing plans and specifications meeting KDHE's requirements. Any comments from KDHE will be addressed in a timely manner to keep the project on schedule.
- **Develop a strategy for deploying an AMI system throughout the City's existing and potential service areas, including all meters and radios.** PEC will coordinate with City staff during the deployment process to make sure construction and installation sequencing is completed without affecting the City's existing metering process. Multiple options will be reviewed to determine the optimum strategy for the new meter installation.
- **Assistance with the SRLF loan application and administration requirements during construction.** PEC has experience with the KDHE loan application and administration process. PEC will assist the City with all aspects of the KDHE SRFL from the initial application, through bidding and construction, to the final loan closeout.
- **Bidding and construction administration services.** PEC has the ability through our PEC Plan Room to advertise and bid the construction project and we provide construction administration services on nearly all of our water line projects.

Specific elements that will be considered during the design of the proposed improvements include:

- Providing proper location of water mains relative to any future roadway or other improvements. The proposed water line design will consider potential for future improvements to minimize the risk of conflict.
- Maintaining access to all properties along the project corridor during construction and minimize service downtime during connections at existing water mains.





- A project sequencing plan will be developed to meet any special construction needs or requirements. The sequencing and water line design components are critical to ensure necessary testing can be completed before water line connections are made, and the new water lines can be placed in service before reconnecting service lines. During the service reconnections, the AMI meter reading deployment will be implemented as needed to fit the construction sequencing plan.
- We will minimize conflicts with existing utilities along the proposed corridors. Utility check sets will be created with all potential conflicts identified. These conflicts will be coordinated with the individual utility companies to either verify there is not an issue or to coordinate any necessary relocations. PEC spends a substantial amount of effort in the planning stages of projects similar to this one. Existing utility research and locations is a part of our design process including contacting all utility companies and coordinating design with other utilities.

Our phased approach will include a detailed design alignment, 30 percent plans, specifications, cost estimates, 90 percent design documents, and final design. After review and acceptance of our design alignment and 30 percent preliminary plan submittals, we will proceed to 90 percent plans and then to final construction documents. We will conduct project review meetings at all phases of the design. Periodic construction cost estimates will be prepared at milestone intervals to assist in the decision-making process throughout design. We will attend any necessary meetings throughout the design and construction process of the project. As design and construction progresses, the AMI meter deployment will be implemented in areas that are not affected by the new construction.

AVAILABILITY OF STAFF

PEC is the **largest engineering firm in the City of Wichita** with more than 170 employees residing in the metropolitan area. Our Civil Engineering Department has 46 design and technical professionals in our Wichita office with staff immediately available to manage and design this project. PEC's civil engineering staff have worked corroboratively on many similar projects providing a tremendous base of expertise, knowledge, and coordination at competitive rates to assure **your project is completed in a timely manner at the highest standards.**

COMMUNICATION/COOPERATION

Our team prides itself on excellent communication. It is important to us that the City is active in project development, design decisions, and construction related activities. Through our coordination, you and your staff will know and understand your project and will take ownership in its development – there will be no surprises. PEC has the capability to assist and facilitate the avenue





SECTION THREE
Related Experience

RELATED EXPERIENCE

WATER METERING STATION IMPROVEMENTS DERBY, KS

This project included design improvements to the City of Derby's existing Metering Station located at Patriot Avenue and K-15 Highway, which PEC had previously designed. More specifically, the design included adding three Variable Frequency Drive pumps inside the existing metering station. PEC's involvement included sizing the pumps and coordinating purchase of the pumps between the City and pump supplier.

WATER LINE REPLACEMENTS GREAT BEND, KS

Due to aging infrastructure and numerous issues with leaks and breaks, the City of Great Bend hired PEC to prepare construction documents to replace areas of their water distribution system. Great Bend Water Line Replacements consisted of replacing approximately 20,000 linear feet of 8-inch, 1,500 linear feet of 10-inch, and 12,500 linear feet of 12-inch water line throughout the City limits. There were also approximately 50 fire hydrants and 100 valves installed with the project. Insertion-type isolation valves were utilized in areas that had faulty existing valves that did not allow the contractor to isolate water lines.

SEWARD (69TH) STREET AND SENECA WATER LINES VALLEY CENTER, KS

This project involved a 12-inch water main along Seward Street from Interurban Drive to the west property line of the Wichita-Valley Center Flood Control and a 6-inch to 8-inch water main along Seneca Street from Seward Street to Interurban Drive. PEC provided civil engineering, construction administration, and inspection.

WATER SYSTEM IMPROVEMENTS MEDICINE LODGE, KS

The City of Medicine Lodge's water system had an unreliable source of water, a single 5-mile long water line to supply the source water and an aging booster pump station. PEC provided design services to improve their overall water system, including new wells and improvements to the water distribution system. The water distribution system improvements included a new water tower, booster pump station improvements, and relocating the City's chlorine feed location in order to create two pressure zones. The addition of a high pressure zone was created to provide adequate pressure to future City development in areas of higher elevation. The new water tower and high pressure zone provided water to the existing water tower and distribution system through pressure reducing control valves. The water distribution system improvements also included installation of approximately 3 miles of 12-inch water line to provide a secondary water supply source to the City and 7,000 linear feet of water line replacements to increase pressures and replace aging water lines throughout the City's distribution system. PEC provided design services, permitting assistance, bidding, geotechnical services, construction administration, construction observation, and testing services for the project. This project also included USDA and SRLF funding, with PEC assisting with the applications, performing a PER, and meeting all KDHE requirements.



WATER LINE REPLACEMENTS VALLEY CENTER, KS

PEC prepared a Preliminary Engineering Report (PER) for water distribution improvements in Valley Center, Kansas. This PER was submitted to USDA to obtain funding. Recommended improvements were identified in the Master Water System Study previously completed by PEC. The water system improvements included more than 17,000 feet of waterline replacement in the older, developed areas of Valley Center that improved water quality and fire flows. It utilized trenchless installation methods to minimize disturbance to area residents and cost of pavement removal and replacement. In addition to design services, PEC also provided permitting, bidding, construction administration, as well as construction observation and testing services for the project.

119TH STREET WEST WATER LINE, 29TH STREET NORTH TO FONTANA WICHITA, KS

This project included 1,850 feet of 16-inch pipe along with a companion subdivision water line project that included 3,000 feet of 8-inch water line. In addition to providing domestic water service for the subdivision expansion, this project provided a needed loop in the water system to enhance water pressures and fire protection coverage.

MADISON AVENUE WATER LINE WICHITA, KS

This project included the replacement of 600 feet of 8-inch water line, including fire hydrants and valves in Madison Avenue extending south from Central Avenue. The project also included the reconnection of multiple existing residential water service lines.

TYLER ROAD AND YOSEMITE STREET WATER LINE WICHITA, KS

This project included 4,700 feet of 16 feet pipe and 145 feet of 8-inch pipe with multiple fire hydrants and water isolation valves. The project completed a loop in the water system from along portions of Yosemite Street and Tyler Road just west of the Dwight D. Eisenhower National Airport. This loop improved water pressures and fire protection coverage. A new water supply was also included to serve the Cowskin Wastewater Pump Station facility.

17TH STREET NORTH WATER LINE EXTENSION WICHITA, KS

This project included 1,500 feet water line extension along 17th Street North from Belmont Avenue to Oliver along with connecting to an existing 42-inch water line located south of 17th Street North, and 1,300-foot water line extension at 17th Street North and Oliver Street intersection, and connecting to the 12-inch water line located at the intersection of 17th Street North and Oliver. PEC also coordinated efforts of current construction projects in the area and reconnecting existing service lines.

KOCH 37TH STREET WATER LINE RELOCATION, HILLSIDE TO OLIVER WICHITA, KS

This project included design efforts to relocate an existing 20-inch water main along the relocated 37th Street between Hillside and Oliver. More specifically, this project included 5,700 feet of 20-inch water line, installation of three fire hydrants, and abandonment of 2,400 feet of existing 20-inch water main.



37TH STREET NORTH, BROADWAY TO HYDRAULIC WATER LINE WICHITA, KS

This project included design efforts along 37th Street North from Broadway to Hydraulic. More specifically, this project included multiple locations for water line adjustments and reconnection of numerous existing water service lines for the construction of the road and storm sewer improvements.

37TH STREET 12-INCH WATER MAIN EXTENSION, OLIVER AVENUE TO WOODLAWN STREET BEL AIRE, KS

This project included the replacement of approximately 1,300 linear feet of 8-inch water lines, installation of three fire hydrants, reconnection of eight service connections, abandonment of existing pipe across railroad, and reconnection of service for 5540 East 37th Street.

16-INCH WATER MAIN EXTENSION, 135TH STREET TO 151ST STREET WICHITA, KS

This project included design efforts to install a 16-inch water main along Kellogg Avenue between 135th Street West and 151st Street West. More specifically, this project included 4,500 linear feet of 16-inch water line, installation of three fire hydrants, a check valve, and vault. PEC's coordination efforts also included coordination efforts of various utility relocations and Kellogg Frontage Road Improvements.

WATER MASTER PLAN AND WATER LINE REPLACEMENT SOUTH HUTCHINSON, KS

PEC served as Civil Engineer for preparation of the City's Water System Master Plan. The scope included the following items: project coordination, service area definition, data collection, population projections and water demands, water supply evaluation, dynamic modeling, distribution system alternatives, recommended alternatives, final report preparation, and typical updates for a two-year period.

GARDEN CITY WATER SYSTEM CONTROL VALVE GARDEN CITY, KS

The industrial development area, in the SE portion of the distribution system, experienced low pressures and less than needed fire flows under high demand conditions. To address this issue, a control valve was installed and system isolation valves were closed to redefine the pressure zone boundary. This brought the industrial area into the high pressure zone. The valve opens to allow additional flow into the area if system pressures downstream.



WICHITA**GARY JANZEN, PE**

City Engineer
455 North Main, 7th Floor
Wichita, KS 67202
316-303-8790
gianzen@wichita.gov

GARDEN CITY**MIKE MUIRHEAD**

Public Works Director
301 North 8th Street
Garden City, KS 67846
620-276-1168
mike.muirhead@gardencityks.us

HAYSVILLE**TONY MARTINEZ**

Director of Public Works
200 West Grand
Haysville, KS 67060
316-529-5900
tmartinez@haysville-ks.com

NEODESHA**ED TRUELOVE**

City Administrator
1407 North 8th Street
Neodesha, KS 66757
620-325-2828 x204
etruelove@ci.neodesha.ks.us

NEWTON**SUZANNE LOOMIS, PE**

Public Works Director/City Engineer
201 East 6th Street
Newton, KS 67114
316-284-6020
sloomis@newtonkansas.com

VALLEY CENTER**BARRY SMITH**

Assistant City Administrator/Director of Finance
121 South Meridian Avenue
Valley Center, KS 67147
316-755-7310
bsmith@valleycenterks.org

MEDICINE LODGE**JEFFREY PORTER**

City Administrator
114 West First
Medicine Lodge, KS 67104
620-886-3908
jeffp@medicinelodge.ks.gov

REFERENCES

There is no greater measure of success than a satisfied client. Satisfied clients are repeat clients. A significant volume of the engineering services performed by PEC occurs for existing clients. Our clients include federal, state, and local governments, as well as private sector business. They benefited from our dedication to quality **engineering solutions, timeliness, and cost control.** The following client references will attest to the integrity and competence of PEC. We invite you to contact them for more information about our performance and commitment to excellence in every aspect of the engineering services we offer.



PROJECT TEAM



PRINCIPAL-IN-CHARGE
Mike Kelsey PE



QUALITY ASSURANCE
Alex Darby PE



PROJECT MANAGER
Ryan Glessner PE



**METER AND
WATER LINE DESIGN**
Trevor Kaufman PE
Gage Scheer IE



**PER AND
SRLF FUNDING**
Sarah Unruh PE
Nicole Franken PE



**UTILITY
RESEARCH**
Rob Johnson SET



**GEOTECHNICAL
ENGINEERING**
Britt Clubb PE



**SURVEY
SERVICES**
Chuck Brooksher PS



RYAN W. GLESSNER PE

PROJECT MANAGER

University of Kansas, Bachelor of Science, Civil Engineering, 2008
Professional Engineer - States of Kansas and Oklahoma

Ryan's responsibilities include design, plan, and specification development for various water, wastewater, and site civil projects including grading, paving, drainage, utility layout, and geometric design. He specializes in water lines, sanitary sewer lines, drainage systems, and stormwater projects. His other responsibilities include lift station and pump station design. **Ryan has more than 12 years experience.**

RYAN'S RELATED PROJECT EXPERIENCE INCLUDES:

- Water System Improvements; Medicine Lodge, KS
- 2017 Water Line Replacements; Valley Center, KS
- SE Water Line Improvements; Haysville, KS
- Water Main Replacement; Kechi, KS

MICHAEL D. KELSEY PE

PRINCIPAL-IN-CHARGE

Kansas State University, Bachelor of Science, Civil Engineering, 1991
University of Kansas, Civil Engineering Continuing Education, 1993 Pollution Prevention (NPDES Permitting)
University of Kentucky, Civil Engineering Continuing Education, 1991 KYPIPE Water Modeling
American Council of Engineering Companies, Emerging Leaders Program, 2017
Professional Engineer - States of Kansas, Colorado, and Oklahoma

Mike is the manager of the Municipal Division and on PEC's Board of Directors. He specializes in water lines, drainage systems, stormwater, and sanitary sewer line projects. His other responsibilities include lift station and pump station design, as well as large water mains, sanitary sewer mains, and interceptors. In addition to these responsibilities, Mike serves as Coordinator and Project Engineer for water and sanitary sewer projects for the City of Wichita. He also oversees City Engineering duties for the Cities of Valley Center, Kechi, Benton, Rose Hill, Neodesha, Great Bend, Cherryvale, Medicine Lodge, Greensburg, and Wellington, KS. **Mike has more than 29 years experience.**

MIKE'S RELATED PROJECT EXPERIENCE INCLUDES:

- Water Metering Station Improvements; Derby, KS
- Water Treatment Plant Improvements; Independence, KS
- Water Line Replacements; Valley Center, KS

ALEXANDER M. DARBY PE

QUALITY ASSURANCE

Kansas State University, Master of Science, Civil Engineering. 2010
Kansas State University, Bachelor of Science, Civil Engineering, 2004
Professional Engineer - States of Kansas and Iowa

Alex is responsible for the design of wastewater gravity/force main collection systems, pump stations, and treatment ponds; water distribution, storage and pump station facilities; and site utility assessments. His duties also include the construction and analysis of hydraulic water system models. Alex is proficient in Esri's Geographic Information System software. **Alex has more than 16 years experience.**

ALEX'S RELATED PROJECT EXPERIENCE INCLUDES:

- 19th Street Water Line Replacement; Lawrence, KS
- SW 10th Avenue, Fairlawn Road to Wanamaker Road Water Main Replacement; Topeka, KS
- Water Main Replacement; Kechi, KS



TREVOR B. KAUFMAN PE

METER AND WATER LINE DESIGN

Kansas State University, Bachelor of Science, Civil Engineering, 2013

Professional Engineer - States of Kansas

Trevor's responsibilities include design, plan, and specification development for various water line, sanitary sewer, and site civil projects including grading, paving, drainage, utility layout, and geometric design. His responsibilities also include water distribution system modeling, drainage, and stormwater system modeling and design. Software capabilities include HEC-HMS, Hydraflow, AutoCad Civil 3D, AutoTurn, and WaterGEMS. **Trevor has more than 7 years experience.**

TREVOR'S RELATED PROJECT EXPERIENCE INCLUDES:

- 12-inch Water Line along Broadway, 55th Street South to 63rd Street; Wichita, KS
- SE Water Line Improvements; Haysville, KS
- Water Line Improvements along Maple Street from 162nd Street to 167th Street West and along 167th Street from Maple Street to Apollo Street; Wichita, KS
- Water Main Replacement; Kechi, KS

GAGE A. SCHEER IE

METER AND WATER LINE DESIGN

Kansas State University, Bachelor of Science, Civil Engineering, 2017

Intern Engineer - States of Kansas

Gage's responsibilities include design, plan, and specification development for various site civil projects including grading, paving, drainage, utility layout, and geometric design. Gage's responsibilities also include drainage and stormwater system modeling and design. His software capabilities include HEC-HMS, Hydraflow, and AutoCad Civil 3D. **Gage has more than 3 years experience.**

GAGE'S RELATED PROJECT EXPERIENCE INCLUDES:

- Avenue F Water Line Improvements; South Hutchinson, KS
- 7th Street Water Line Replacement; Haysville, KS
- Waco Water Line Improvements, 1st to Central; Wichita, KS
- Water Line Improvements along Maple Street from 162nd Street to 167th Street West and along 167th Street from Maple Street to Apollo Street; Wichita, KS

SARAH C. UNRUH PE

PER AND SRLF FUNDING

Kansas State University, Bachelor of Science, Civil Engineering, 1999

Professional Engineer - States of Kansas and Oklahoma

Sarah's responsibilities include evaluation and design of municipal and industrial wastewater collection systems and treatment plants; water treatment plants and distribution systems, system hydraulics and pipelines, equipment, pump stations, and site design. **Sarah has more than 20 years experience.**

SARAH'S RELATED PROJECT EXPERIENCE INCLUDES:

- Water Metering Station Improvements; Derby, KS
- Water Treatment Plant Improvements; Independence, KS
- Water Supply Line, Water Wells, and Water System Evaluation; Dodge City, KS
- Water Distribution System Master Plan; Neodesha, KS



NICOLE D. FRANKEN PE

PER AND SRLF FUNDING

University of Kansas, Bachelor of Science, Civil Engineering, 2008
Professional Engineer - States of Kansas, Colorado, Missouri, and Oklahoma

Nicole's responsibilities include utility rate evaluations and studies, water and sewer master planning, evaluation and design of municipal and industrial wastewater collection systems and treatment plants; water treatment plants and distribution systems, system hydraulics and pipelines, equipment, pump stations and site design. **Nicole has more than 12 years experience.**

NICOLE'S RELATED PROJECT EXPERIENCE INCLUDES:

- Water Funding Assistance; Independence, KS
- Water Funding Assistance; Rose Hill, KS
- Irrigation Water Supply Study; Lawrence, KS

ROBERT F. JOHNSON SET

UTILITY RESEARCH

Wichita State University, 1977-1978
Wichita Vocational-Technical School, 1970-1973
Advanced Training in Technical Software Programs
Certified Senior Engineering Technician

Rob is responsible for plan production and AutoCad supervision on sewer collection systems, water distribution systems, raw water transmission lines, and land development projects. He coordinates design requirements and performs calculations necessary for horizontal and vertical control on sewer and water line projects including required legal descriptions. Rob also performs final design calculations, processes survey data, quantity calculations, and aids in preparation of preliminary and final project cost estimates, as well as coordinate standard procedures for plan production and accuracy. He serves as Utility Coordinator for design and survey on all Municipal Division projects. **Rob has more than 45 years experience.**

ROB'S RELATED PROJECT EXPERIENCE INCLUDES:

- Water Metering Station Improvements; Derby, KS
- Water Treatment Plant Improvements; Independence, KS

BRITT D. CLUBB PE

GEOTECHNICAL ENGINEERING

Tennessee Technical University, Bachelor of Science, Civil Engineering, 2008
Professional Engineer - State of Kansas

Britt provides customer service, business development, financial management, risk management, and strategic planning for PEC's Materials Section. He is responsible for staffing, recruiting, and staff development through coaching, mentoring, and training. Britt also has experience with local, state, and federal projects including management, submittal review, and budget tracking. **Britt has more than 12 years experience.**

CHARLES W. BROOKSHER PS

SURVEY SERVICES

Professional Surveyor - State of Kansas

Chuck supervises the fieldwork of survey crews. His responsibilities include cost estimation, project coordination, field and office procedures during boundary surveys, design surveys, and office calculations. He has met the requirement and maintains certification to work on hazardous waste sites. Chuck is also responsible for the operation and post processing of GPS surveys for state highways and other projects requiring horizontal and vertical control over large and small areas, using static and real time kinematic GPS procedures. **Chuck has more than 39 years experience.**





SECTION FOUR
**Project Schedule
with Key Milestones**

PROJECT SCHEDULE WITH KEY MILESTONES

TASKS	2020			2021												
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
Kickoff Meeting																
PER and SRLF Loan Application to KDHE																
Field Survey and Geotechnical																
Preliminary Design and Estimates																
Final Design, Estimates, and KDHE Submittal																
KDHE Review																
Development of AMI Deployment Strategy																
Bid Project																
Project Construction																



ABILITY TO MEET SCHEDULES/DEADLINES

PEC is committed to meeting schedule requirements on our projects. Missing deadlines is not in our DNA. If the initial pace of the schedule is concerning from either a design or construction standpoint, we raise the issue early and brainstorm with the team how to best meet the challenge. We schedule projects with realistic, yet aggressive schedules, to expeditiously complete services. We conduct bi-weekly project management meetings to evaluate scheduling and resource needs. We push for answers from the Owner and other consultants that we require well in advance of when it becomes critical. Regular communication regarding the status of these requests and the items that we owe the rest of the team allow the design process to be less frenetic and more timely.

PEC has a proven approach for keeping projects on schedule and within budget. This process involves dividing the project into manageable tasks in a fully integrated approach, tracked to completion. Cost conscious decision-making with the longest-term benefits result from working together in the evaluation, design and construction phases of the projects. When you are part of the process, there will be no surprises.

Our staff fully understands the importance of meeting deadlines and is aware project success depends on timely completion of infrastructure design. PEC managers purposely schedule projects with realistic deadlines to expeditiously complete our services. We employ computer-aided design and drafting, as applicable, as well as standardized specifications to reduce the time it takes to design a project. Any number of projects will fit comfortably into the present PEC work schedule.

The project schedule is shown on the previous page will be refined to meet the City's needs during the kickoff meeting.

ABILITY TO CONTROL COST/MEET BUDGETS

With PEC, costs are monitored at key points on all phases of the project. All major design decisions are made with cost impact information being provided and checked immediately. Cost control and value engineering have never been more important than they are today. Because of our extensive experience with state and federal agencies, we understand the importance of completing design work on schedule and within the budget. We strive to keep our clients apprised of the probable cost of the project throughout the design process. This is accomplished by preparing construction cost estimates at strategic points along the way that offer increased knowledge of alternatives, project quantities, materials, and construction complexity.



YOU DREAM IT, WE'LL DESIGN IT



303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com

PROFESSIONAL ENGINEERING CONSULTANTS PA
— a family of professionals that exists
to energize communities, shape the future
and guide the way.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
October 8, 2020

Department Administration

Director Approval David Cowan

AGENDA ITEM Consider a request to vacate 27th Street from Main Street to the alley south of Myrtle Street.

SUMMARY RECOMMENDATION City staff recommends vacating North 27th Street from Main Street to alley south of Myrtle Street and retaining a utility easement.

BACKGROUND The City of Independence was contacted by Quality Motors requesting that the City vacate North 27th Street from Main to the alley. Quality Motors is planning to do some remodeling of their building and improve employee and citizen safety between the buildings. The City does have utilities that are located in the street and alley and needs to maintain an easement for those utilities.

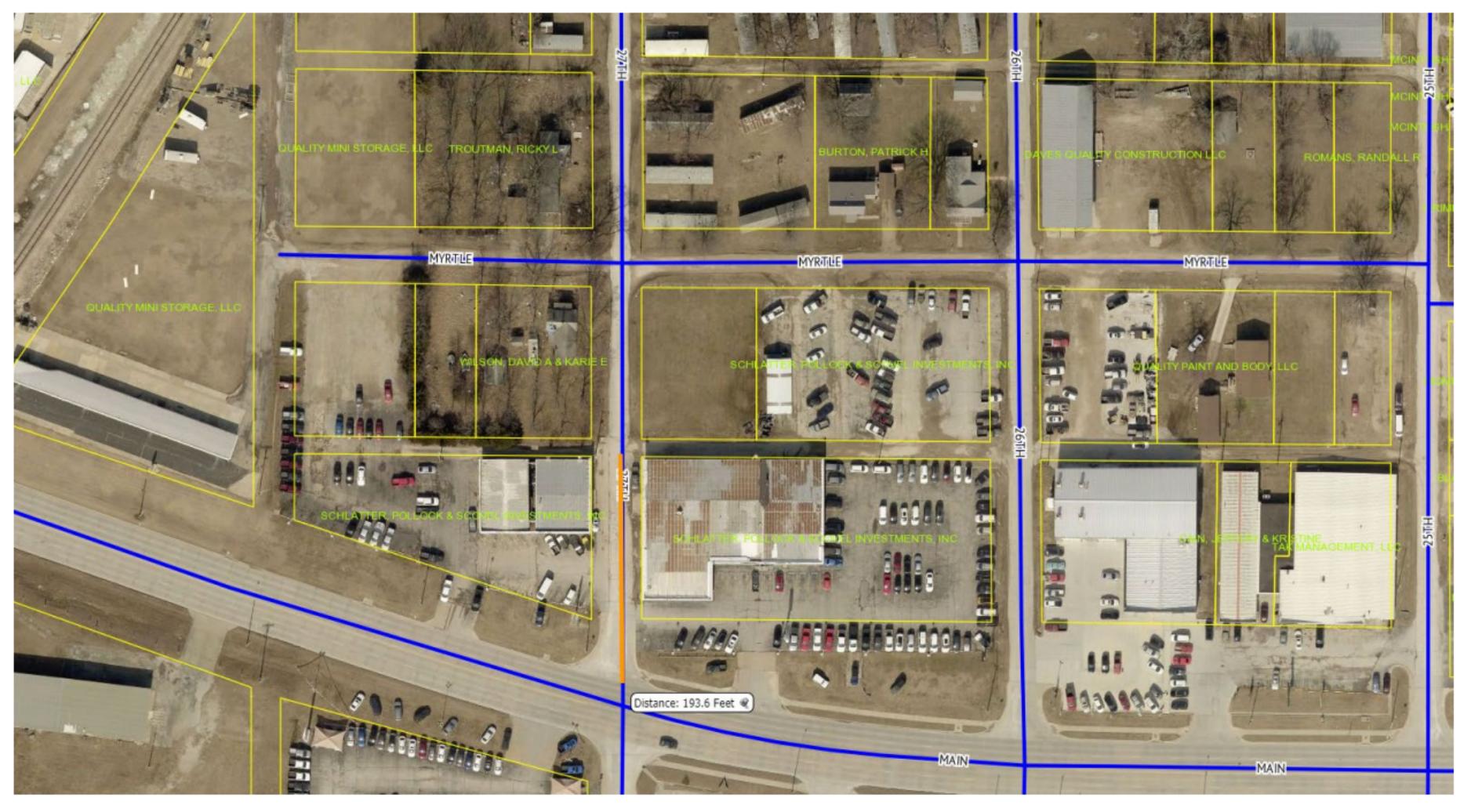
Quality Motors is working to resolve the issues with ownership on the north end between Myrtle and the alley and we will update the commission at the meeting. If they are able to resolve those issues, they would then request vacating 27th street from Main to Myrtle.

BUDGET IMPACT There would be a small budget impact of signage and possibly a guard rail at alley.

SUGGESTED MOTION I move to approve vacating 27th street from Main Street to the alley while retaining easement rights for utilities located in this area.

SUPPORTING DOCUMENTS

1. Aerial
2. Ordinance



QUALITY MINI STORAGE, LLC TROUTMAN, RICKY L

BURTON, PATRICK H

DAVES QUALITY CONSTRUCTION LLC

ROMANS, RANDALL R

QUALITY MINI STORAGE, LLC

WILSON, DAVID A & KARIE E

SCHLATTER, POLLOCK & SCORSE INVESTMENTS, INC

QUALITY PAINT AND BODY, LLC

SCHLATTER, POLLOCK & SCORSE INVESTMENTS, INC

SCHLATTER, POLLOCK & SCORSE INVESTMENTS, INC

DAIN, JEFFREY & KRISTINE TAX MANAGEMENT, LLC

Distance: 193.6 Feet

MYRTLE

MYRTLE

MYRTLE

MAIN

MAIN

26TH

26TH

25TH

26TH

26TH

25TH

ORDINANCE NO. 4335

**An Ordinance Vacating 27th Street
Between West Main Street and the Alley South of West Myrtle Street**

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

Section 1. Upon the application of adjacent property owners, and after due consideration of what is in the best interests of the citizens of the City of Independence, 27th Street between West Main Street and the alley south of West Myrtle Street is hereby vacated.

Section 2. Ownership of that portion of 27th Street which has been vacated shall revert to the owners of the adjacent real estate in proportion to their ownership of frontage on the vacated street.

Section 3. The City retains and reserves an easement in the vacated area for utilities plus their repair and maintenance.

Section 4. This Ordinance shall be published in the official City newspaper and shall thereafter take effect thirty (30) days after publication unless one or more interested parties file a written protest before expiration of such time.

Adopted by the Governing Body of the City of Independence, Kansas, on the 8th day of October, 2020.

LEONHARD CAFLISCH, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
October 8, 2020

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider awarding installation services for the City’s Wireless Fixed Broadband System Project.

SUMMARY RECOMMENDATION City Staff recommends awarding the wireless infrastructure installation to Zinser Electric.

BACKGROUND The City of Independence solicited for proposals/bids on the installation of fixed broadband equipment for the City’s Wireless infrastructure project. This project is focused on expanding our network to better provide City departments with access to the City network services, including internet, and offer additional services to our departments, employees in the field, and customers throughout the City of Independence. Additionally, this infrastructure will provide the community with reliable access to the internet in public spaces, such as Riverside Park and Ralph Mitchell Zoo, Shulthis Stadium, Memorial Hall, Downtown rights-of-way, and S. 10th Street Park. As part of the SPARK requirements, this project must be completed by December 30th, 2020. Two proposals were received, as follows:

Company	Location	Phase I	Phase II	Total
Zinser Electric, LLC	Cherryvale, KS	\$ 8,250	\$ 9,000	\$ 17,250
TelXP Communications	Tulsa, OK	\$ 24,857	\$ 31,475	\$ 56,332

BUDGET IMPACT This project is partially funded through SPARK and partially funded through SUST.

SUGGESTED MOTION I move to authorize City Staff to award the project to Zinser Electric LLC in the amount of \$17,250.

SUPPORTING DOCUMENTS Request for Proposals



Request for Proposal

For

City of Independence Fixed Wireless Broadband System Infrastructure Installation

Posted on website
www.independenceks.gov/bids
September 16, 2020

Response Due: Prior to 2PM, October 1, 2020

Office of City Clerk
RFP – City WIFI Project
City of Independence
811 W. Laurel St.
Independence, Kansas 67301



"Delivering Excellence"

Request for Proposal:

City Network Wifi Infrastructure Installation

Table of Contents

Section 1	Introduction & Project Summary	3
Section 2	Scope of Work	4
Section 3	Proposed Schedule	5
Section 4	Proposal Content	5
Section 5	Instructions for Submittal	6



"Delivering Excellence"

SECTION 1 INTRODUCTION & PROJECT SUMMARY

The City of Independence is seeking proposals for the installation of our Wireless Fixed Broadband System in the City of Independence.

By expanding our network, the City of Independence will be able to provide City Departments with access to the City Network services, including internet, and offer additional services to our departments, employees in the field, and customers throughout the City of Independence. Phase 2 of this project is specifically aimed at extending that infrastructure to provide the community with reliable access to internet in public spaces.

City of Independence will provide the equipment. The Installer is responsible for misc material i.e. screws, straps, etc to complete the installation.

SECTION 2 SCOPE OF WORK

PHASE 1 - Install equipment at the following locations:

1. Installation of Ubiquiti equipment at City Hall – 811 W. Laurel Street
 - a. Equipment shall be 10Gb SFP+ capable firewall at ISP termination, [Ubiquiti EP-S16](#) on roof top, 4 [AF-5XHD](#) radios, 4 [AF-5G34-S45](#) antennas, 4 antennas mast, shielded cat-5e cables for radio connections, [UF-SM-10G-S](#) fiber module pair, [EP-54V-150W](#), [EP-54V-150W-DC](#), 54V DC surge protector, lead acid battery and single mode fiber from IT room in basement to top of elevator tower.
2. Installation of Ubiquiti equipment at Industrial Park Water Tower
 - a. Equipment shall be 4 [AF-5XHD](#) radios, 4 [AF-5G34-S45](#) antennas, 4 antennas mast for [AF-5G34-S45](#), 2 LTU-Rockets, 2 Ubiquiti 120⁰ sector antennas and mast, [Ubiquiti EP-S16](#), [EP-54V-150W](#), [EP-54V-150W-DC](#), surge protectors for each device, lead acid battery and shielded Cat-5e cabling for radio connections.
3. Installations of CPE's as listed below
 - a. Independence Municipal Airport
 - i. LTU-LR
 - b. Wastewater Treatment Plant
 - i. LTU-LR
 - c. Water Treatment Plant
 - i. LTU-Pro and mounting bracket
4. Installation of equipment at Shulthis Stadium:

STRATEGIC VISION: *Customer Service Excellence – Continuous Improvement – Teamwork*



"Delivering Excellence"

- a. LTU-Pro, [Edge Switch 5XP](#), [NBE-2AC-13](#) (repeater for Park Office) and mounting brackets.
5. Installation of equipment at the Park Office
 - a. [NBE-2AC-13](#)
6. Responsible for working with the City I.T. technology group to ensure the installation of the equipment and successful connectivity is obtained.

PHASE 2 - Install equipment at the following locations:

1. Industrial Park Water Tower:
 - a. Add 6 [AF-5XHD](#), [AF-5G34-S45](#) and antenna mast for direct links to Stadium, Water Treatment and Memorial hall.
2. Stadium:
 - a. Add 2 [AF-5XHD](#), [AF-5G34-S45](#) and antenna mast, [EP-54V-150W](#), [EP-54V-150W-DC](#), surge protectors for each device, lead acid battery and [EP-R8](#), 2 [UWB-XG](#) access points for community access WiFi, [LTU Rocket](#) and [120° Sector Antenna](#).
3. Park Open Air and Enclosed Fair Buildings:
 - a. Add: 2 LTU Pro CPE's, 1 [UWB-XG](#) access point, 3 [UAP-AC-HD](#) Access points and 1 [USW-LITE-16-POE](#).
4. Park Office:
 - a. Change out [NBE-2AC-13](#) for [LTU-lite](#).
5. Water Treatment:

Add 2 [AF-5XHD](#) and [AF-5G34-S45](#), [LTU Rocket](#), [120° Sector Antenna](#), [EP-54V-150W](#), [EP-54V-150W-DC](#), surge protectors for each device, lead acid battery and [EP-R8](#).
6. Shelter House:

[LTU-PRO](#), 1 [UWB-XG](#) access point, 1 [UAP-AC-HD](#) Access points and 1 [USW-LITE-16-POE](#).
7. Oval CenterPole:

Add electrical outlet and surge protection [LTU-PRO](#), 2 [UWB-XG](#) access point, Telecom Enclosure and 1 [USW-LITE-16-POE](#).



"Delivering Excellence"

8. Memorial Hall:

Add 2 [AF-5XHD](#), [AF-5G34-S45](#) and antenna mast, 3 [UAP-AC-HD](#) for surrounding WiFi, [LTU Rocket](#), [120° Sector Antenna](#), [EP-54V-150W](#), [EP-54V-150W-DC](#), surge protectors for each device, lead acid battery and [EP-R8](#).

9. Downtown:

3 Starting Poles : On each add electrical outlets as needed, [LTU-PRO](#), 1 [UWB-XG](#) access point, Telecom Enclosure and 1 [USW-LITE-16-POE](#).

3 Midpoint Poles: 3 Starting Poles : Add electrical outlets and surge protection as needed, [LTU-PRO](#), 2 [UWB-XG](#) access point (back to back), Telecom Enclosure, [EP-54V-150W](#), [EP-54V-150W-DC](#), surge protectors for each device, lead acid battery and [EP-R8](#).

10. Building D:

Add 2 [AF-5XHD](#), [AF-5G34-S45](#), and antenna mast to Penn Terrace for South relay point.

11. Penn Terrace:

Add 2 [AF-5XHD](#), [AF-5G34-S45](#), antenna mast, [NBE-2AC-13](#), , [EP-54V-150W](#), [EP-54V-150W-DC](#), surge protectors for each device, lead acid battery and [Ep-s16](#).

12. South 10 and Edison Park:

Add electrical outlets and surge protection as needed, [NBE-2AC-13](#) 1 [UWB-XG](#) access point, Telecom Enclosure and 1 [USW-LITE-16-POE](#).

SECTION 3 PROPOSED SCHEDULES

Proposed Project Schedule

The project deadline for completed installation and deliverables for Phase 1 and Phase 2 will be December 17, 2020. At a minimum, biweekly progress meetings shall be held and may be conducted in person or through phone/video conferencing.

TENTATIVE SCHEDULE OF DATES:

Advertise for Proposals	Date: September 16, 2020
Deadline for Proposal Submission	Date: October 1, 2020
Review Proposals	Date: October 1-8, 2020
Proposal Award:	Date: October 8, 2020
Project Completed:	Date: December 30, 2020



"Delivering Excellence"

SECTION 4 PROPOSED CONTENT

PROPOSAL CONTENT

Proposals shall address the following items in numerical order.

1. Qualifications and Experience. Detailed information on the history, qualifications, and experience of the firm and key personnel participating on the project, including identifying the project manager.
2. References. A minimum of three project references with contact information for similar projects completed or substantially completed within the last five years. Project references shall be applicable to the specific project manager and key team members proposed for this project. Project references shall include the size of the contract, community size, and final outcome. The City has permission to contact any project references.
3. Review of Preliminary Scope of Work and Schedule. Review the scope of work and provide comments concerning the firm's understanding and role in meeting the scope of work and recommendations for additional services beneficial to the development of the plan. Provide a schedule aligned with key tasks as described in the RFP, with any additions or modifications recommended in the proposal.
4. Project Approach. Provide a detailed description of the project approach proposed for this project.
5. Cost Proposal. Submit a not-to-exceed fee for professional services, plus expenses, which shall be itemized by various components of the work. Also, provide an itemized estimate of reimbursable expenses.

Proposals will be evaluated based primarily on the following criteria:

1. Overall proposal quality and responsiveness to the Request for Proposals, including but not limited to the completeness, clarity, conciseness, and overall comprehension of the scope of work.
2. Qualifications of the respondents, as evidenced by the knowledge, skills and experience of the firm's proposed team with similar projects.
3. Demonstrated proven experience with similar projects
4. Respondent's personnel and available resources devoted to the project
5. Ability to complete the work in the designated time period
6. Project Cost



"Delivering Excellence"

SECTION 5 INSTRUCTION FOR SUBMITTAL

INSTRUCTIONS:

Submissions must include one (1) hard copy and one (1) electronic pdf copy of the proposal by 2:00 p.m. CST on October 1, 2020. Email copies should be sent to [laceyl@independenceks.gov](mailto:lacey1@independenceks.gov) cc davidc@independenceks.gov. You will receive a confirmation of email receipt.

Proposals shall be directed to:

Lacey Lies, City of Independence, 811 W. Laurel, Independence, Kansas 67301, 620-332-2505, [laceyl@independenceks.gov](mailto:lacey1@independenceks.gov)

Proposals must be received by the time specified at the address listed above. Any proposals received after the deadline will not be considered.

Questions shall be directed to:

David Cowan, City of Independence, 811 W. Laurel, Independence, Kansas 67301, 620-332-2528, davidc@independenceks.gov

The City of Independence reserves the right to reject to add or delete options after the proposal is awarded, and expects appropriate credit or debit for said options. The City of Independence reserves the right to accept or reject any or all bids or to waive any irregularities should any occur as may best benefit the City.

This proposal is good for 30 days from the opening date.

Independence Public Library Board of Trustees Minutes
Wednesday, August 19, 2020

- I. **Call the Meeting to Order: The regular meeting of the library board was called Order by Chairman Carolyn Torrance at 5:34 p.m.**
Trustees Attending: Michelle Anderson, Tom Richardson, Ron Schwatken and Carolyn Torrance. **Absent:** James Reed and Tom Sewell
Also Attending: Library Director Jeri Hopkins, and Recording Secretary Maddison Cochran
 - a. **Adoption of Agenda:** Tom R. moved and Michelle A. seconded a motion to approve the agenda as printed. Motion carried.
 - b. **Approval of Minutes:** Minutes of the July 15th meeting were approved as well as the minutes for the July 15 Public Hearing meeting.
- II. **Consent Agenda:** The consent agenda was adopted as presented. Total expenses for bills for the month of July were \$56,665.16.
- III. **Old Business:**
 - A. Development Coordinator Job description update
Tom R. moved and Ron S. seconded the motion to approve the updated Development Coordinator job description. Motion carried.
 - B. City Rep. Board Member - deadline for applications is Sep. 18th
- IV. **New Business:**
 - A. Floating holiday
Tom R. moved and Michelle A. seconded the motion to consult the staff about the preferred floating holiday. Motion carried.
 - B. End of Year Break
Ron S. moved and Tom. R seconded the motion to approve the 5 days of Christmas Vacation to be awarded to the staff. Motion carried.
- V. **Staff Reports:**
 - A. Brandon has actively been applying for grants and many have been awarded to the library.
 - B. Charlene has continued to do storytimes online.
 - C. Remodel project has been approved by the City Commissioners.
- VI. **Adjournment: Meeting adjourned at 6:04 p.m. The next regular meeting is scheduled for Wednesday, September 16 at 5:15 p.m.**

Michelle Anderson, Secretary

Date of Approval 09/16/2020

INDEPENDENCE USD #446 RECREATION COMMISSION

Monthly Meeting September 16, 2020

Ash Youth Center

1501 N. 10th

MEMBERS PRESENT:

Christy Mavers
Tony Holmes
Joe Cooley

OTHERS PRESENT:

Brent Julian
Lori Bromley
Nick McBride
Galen Palmer
Lacey Lies

Christy Mavers opened the commission meeting at 11:30 a.m.

ROUTINE

Agenda

The agenda was amended to change the New Sports Complex report to an action item. Joe Cooley moved to approve the agenda as amended. Tony Holmes seconded. Motion carried 3-0.

Minutes

Joe Cooley moved to approve the board minutes for the August 19, 2020 board meeting. Tony Holmes seconded. Motion carried 3-0.

Bills

Joe Cooley moved to approve the September 2020 bills and checks for payment in the amount of \$3,989.37 as well as the bills and employee benefits paid since the last meeting in the amount of \$16,956.33. Tony Holmes seconded. Motion carried 3-0.

Treasurer's Report

Galen Palmer reported the following bank balances as of August 31, 2020: First Oak Bank – Checking: \$96,676.47; First Oak Bank – Petty Cash: \$500.00; and Equity Bank – Savings: \$246,474.06. Joe Cooley moved to approve the treasurer's report as presented. Tony Holmes seconded. Motion carried 3-0.

PROGRAM/OPERATIONS

Maintenance Report

Jim Butts reviewed and answered any questions the board had on the maintenance report. Christy Mavers asked Jim about the pool maintenance at Riverside Beach and how the winterization process is going. Jim stated all is well and on schedule. Joe Cooley asked Jim about the mowing and Jim stated he is still at it several days per week, but hopefully it will slow down soon. Joe stated that he had noticed some of the lettering is broken on the Ash sign on the front of the youth center and Brent stated that he

would check on it again as it was fixed not long ago. Christy reminded Jim that they would like his winter maintenance checklist again soon.

Programs Report

Nick McBride reviewed and answered any questions the board had on the programs report. Christy Mavers asked Nick about the volleyball participation numbers and Nick stated they are down but not horribly, and reminded the board that school enrollment numbers are also down. Joe Cooley asked about the adult softball leagues for men and women, and Nick stated that he is still working on it and that he is up to three teams that are showing interest but nothing firm as of yet. A discussion was held on the flag football program and Nick stated they have three teams that just had their first game and all went well. Joe asked about the plans for city rec basketball and Nick stated that as of now IRC will continue as usual as well as implementing the mask wearing policy for spectators just as they are doing for volleyball and all indoor activities. Brent stated that as always IRC will consider what IMS and IHS are doing as we go forward into fall with Covid-19 concerns.

Director's Report

Brent Julian answered any questions the board had on the director/aquatics report. The commission asked Brent about the Ash Center gym floor and Brent stated the 4-State Maintenance completed the project last weekend and it is painted and re-finished and looks good. Christy asked about the possibility of putting cameras up at the ball fields and would like Brent to look into some options.

BUSINESS/FINANCE

RBFAC Financials 2020

Brent passed out the financial report to the commission members on Riverside Beach Family Aquatic Center from this past summer. Lacey Lies, City Financial Director, was present to offer any input and hear the boards take on the report as well. Brent informed the board that the total overall loss at the pool this summer was \$34,663.19. Christy Mavers and Tony Holmes both agreed considering the fact that originally the pool may not open at all they did not feel that number was terrible; Christy stated that it was definitely a bad year financially for the pool but the board figured it would be. Lacy stated that she understood that some big equipment items were purchased, however she is more concerned with some of the hourly decisions. Brent discussed some of the maintenance salary numbers and the fact a team was assembled quickly once the pool was to be opened in a short amount of time. Brent stated that pool management could probably do a better job of coding some of those positions and he is open to seeking improvements. Christy stated that she feels the city has been helpful with the pool and definitely wants to talk in more detail. Brent stated the new concrete picnic tables and the painting were two big purchases this summer. Brent and Lacey agreed to schedule a walk-thru at the pool as well as the year-end meeting with city staff regarding Riverside Beach.

Policy Handbook

Brent informed the commission that the auditor's suggested some updates to IRC's policy handbook as there is nothing in the handbook to hold commission members accountable for their board positions such as conflicts of interest, fraud, missing consecutive meetings etc... giving the board more power over the expectations and accountability of each board member. Brent proposed the addition of Policy #1034 under Memberships and Appointment of the Recreation Commission stating that a board member can be removed at any time for "good cause" by a majority vote by the other four commissioners. Joe Cooley moved to approve that Policy #1034 be included in the IRC Policy Handbook. Tony Holmes seconded. Motion carried 3-0.

Arco Sports Complex

Brent informed the board that ICC just signed another contract to use Arco Complex facility for girl's softball in the amount of \$5,000.00. Brent stated that the two big items this year that he would like to purchase for the complex is the green padding for the backstop of the girls softball field in the amount of \$1,781.00 from BSN Sports, since the boy's side was done previously it would be nice to do the girl's side. Christy asked about using a color other than green, but Brent stated they have all been green with the IRC logo and he doesn't want to use the high school or college colors but to keep it neutral. Brent stated the second purchase would be for a new steel concessions door for \$1,500.00, as it is in terrible shape and needs replaced. Brent stated that the girl's restroom could use some drainage work as well. Tony Holmes moved to approve the purchase of both the back-stop padding for \$1,781 and the concession stand door for \$1,500. Joe Cooley seconded. Motion carried 3-0.

Texting Programs

Brent reminded the board members that IRC lost their text messaging service "Rained Out" several months ago and is having a hard time finding one to replace it. Brent stated that the best option he has found costs anywhere between \$2,500 and \$5,000 per year depending on what package one chooses. Brent stated he is working with the text company that the Coffeyville Recreation uses and they have been happy so far. Christy Mavers asked Brent if he has checked into any apps and Brent stated they cost as well especially after the initial free phase they sometimes give. Brent stated that if he could get one for approximately \$2,500 per year he would take it. Lacey Lies stated that the City of Independence is about to get a new text service called "My Civic" and she could look into that for IRC's use as well. Joe Cooley moved to allow Brent to make a final decision on what text service IRC will use to notify customers and participants on updates from the Independence Recreation Commission. Tony Holmes seconded. Motion carried 3-0.

New Sports Complex

Brent stated that IRC needs to consider moving forward with the topographical and boundary survey at the site of the new Sports Complex on Park St. Brent stated that he attended a meeting with city officials to discuss lighting and electrical issues at the fields and a plan was purposed that the City do a Master Plan at the complex and encompass everything together as long as IRC went ahead with the required surveys. Brent recommended hiring Cornerstone to do the surveys at the cost of \$7,800 for the topographical survey and \$4,300 for the boundaries survey for a total of \$12,300; however, Brent informed the board if we had both surveys completed at once they will do it for \$11,500. Christy Mavers stated that the plan moving forward would be to get a written agreement with the city for the overall process. Joe Cooley moved to approve the topographical and boundaries survey by Cornerstone in the amount of \$11,500. Tony Holmes seconded. Motion carried 3-0.

Ash Center Lights

Brent informed the board members that he put bids out for new LED lighting in the Ash Youth Center as they requested. Brent stated that the lowest bid received was from D & A Electrical Systems for \$6,000; the other bids were from Kelley Electric for \$8,050 and Blankinship Electric for \$9,200. Tony Holmes moved to approve the hiring of D & A Electrical Systems to put in new LED lights throughout the Ash Center as well as safety lights in the amount of \$6,000.00. Joe Cooley seconded. Motion carried 3-0.

New Basketball Goals

Brent informed the commission that upon further investigation into new portable basketball goals he feels it will be very difficult to find the room for storage and close to a \$30,000.00 project. Brent stated that the existing goals in the Ash Center gym are the same crank goals put in when the gym was built.

Brent recommended getting new electrical goals with a key remote for easy versatility for supervisors that raise and lower the goals several times per shift on game days as well as practices. Brent contacted Alco Sports that the school district has used in the past and they quoted the cost of \$12,040.00 each as long as they are purchased before the end of this year. Joe asked about options if the motor goes out can one raise them manually. Brent stated that he would find out before purchasing. Joe Cooley moved to approve the purchase of the new electrical goals from Alco Sports in the amount \$12,040.00. Tony Holmes seconded. Motion carried 3-0.

Tony Holmes served as acting secretary in Tony Turner's absence.

Executive Session

There was no Executive Session.

Items from the Commission

There were no items from the Commission.

Agreement for Action on Items from the Commission

There was no agreement for action on items.

Adjournment

The meeting adjourned at 12:32 p.m.

Respectfully Submitted,

Tony Holmes
Acting Secretary