

## **AGENDA**

# **Independence City Commission**

**March 12, 2020**

**Veterans Room Memorial Hall 5:30 PM**

### **I. REGULAR SESSION**

**A. Call To Order**

**B. Pledge Of Allegiance To The United States Of America**

**C. Adoption Of Agenda**

### **II. APPOINTMENTS**

**A. Planning Commission/Board Of Zoning Appeals -- One Expired Term – Applications Due March 25, 2020.**

### **III. PRESENTATIONS**

**A. AAA Traffic Safety Award-Gold Level.**

**B. Library Board Of Trustees Year-End.**

*Documents:*

[2020.02.REVENDYEAR2019.PDF](#)  
[2019.STATISTICAL REPORT.PDF](#)

### **IV. CONSENT AGENDA**

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

#### **A. Appropriations**

1. A-1858
2. D-2001
3. P-1831

*Documents:*

[ORDINANCE NO A-1858.PDF](#)  
[ORDINANCE NO D-2001.PDF](#)  
[ORDINANCE NO P-1831.PDF](#)

**B. Consider Authorizing The Mayor To Sign Two Applications For Grants From KDOT Aviation.**

*Documents:*

[RCA - AIRPORT GRANT AGREEMENTS.PDF](#)

**V. ITEMS FOR COMMISSION ACTION**

**A. Consider Modified Contract With PEC For Design Work For The Water Treatment Plant Phase II.**

*Documents:*

[RCA PEC WTP.PDF](#)

**B. Consider Redirecting Funds Previously Approved For The Library's Children Area Remodel To The Library's Open Access.**

*Documents:*

[RCA LIBRARY OPEN ACCESS PROGRAM.PDF](#)

**C. Consider A Resolution To Pass Monies Received From The Transient Guest Tax Through To The Independence Chamber Of Commerce And To Set A Budget Hearing For Amending The 2020 Budget To Include A New Budgeted Fund For Transient Guest Tax.**

*Documents:*

[RCA TRANSIENT GUEST TAX.PDF](#)

**D. Consider Modifying The Location For The Remington Statue.**

*Documents:*

[RCA REMINGTON STATUE.PDF](#)

**E. Consider Authorizing The Placement Of Signs Restricting Parking To One Side Of Birch Street From 1st Street To Cement Street.**

*Documents:*

[RCA -- 1000 BLOCK E BIRCH PARKING.PDF](#)

**VI. REPORTS**

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

**B. Neighborhood Revitalization Plan Update.**

**C. 2020 Census Update.**

**D. City Board Minutes**

1. January 6, 2020 Electrical Board
2. February 4, 2020 Economic Development Advisory Board
3. February 4, 2020 Planning Commission/Board of Zoning Appeals
4. February 19, 2020 Recreation Commission

*Documents:*

[ELECTRICAL BOARD MINUTES - 01062020.PDF](#)

[02042020 EDAB MINUTES.PDF](#)

[02042020-PZ MINUTES.PDF](#)

[RECREATION COMMISSION MINUTES - 02192020.PDF](#)

**VII. CITY MANAGER'S COMMENTS**

**VIII. COMMISSIONERS' COMMENTS**

**IX. PUBLIC CONCERNS**

**X. EXECUTIVE SESSION**

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

**XI. ADJOURNMENT**

1:09 PM  
01/31/20  
Cash Basis

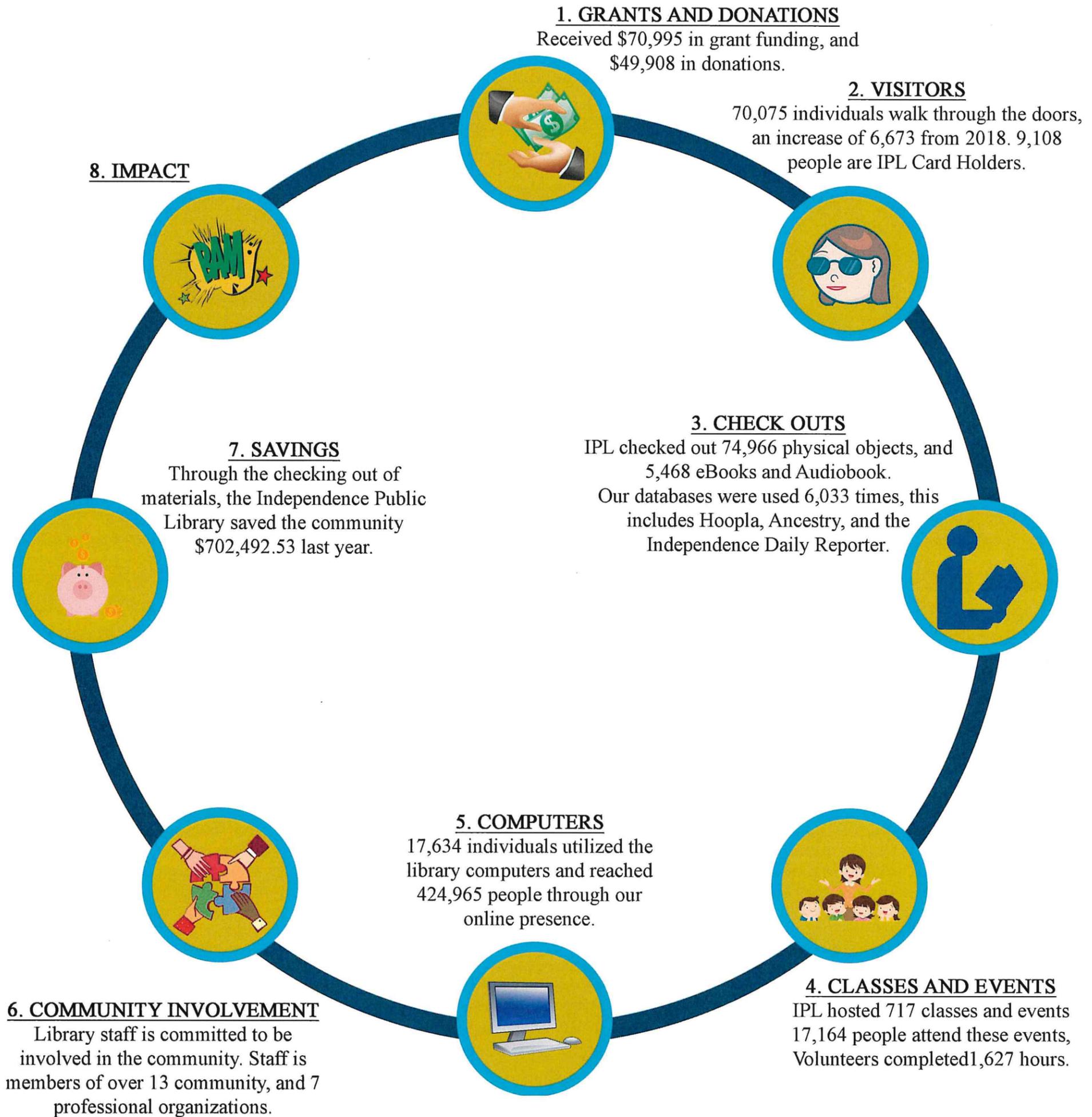
Independence Public Library  
**Income & Expense Budget vs. Actual**  
January through December 2019

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	Jan - Dec 19	Budget	\$ Over Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Carry Forward Balance</b>	167,279.98	142,038.00	25,241.98
<b>City Funding - All</b>	279,081.78	345,969.00	-66,887.22
<b>Desk Collections</b>	8,957.79	12,000.00	-3,042.21
<b>District Funding</b>	300,304.34	295,006.00	5,298.34
<b>Donations</b>	29,907.82	10,000.00	19,907.82
<b>Friend's Contribution</b>	22,000.00	20,000.00	2,000.00
<b>Grants</b>	63,795.19	14,000.00	49,795.19
<b>Interest</b>	931.62	600.00	331.62
<b>Total Income</b>	872,258.52	839,613.00	32,645.52
<b>Gross Profit</b>	872,258.52	839,613.00	32,645.52
<b>Expense</b>			
<b>Capital Outlay</b>	1,823.04	10,000.00	-8,176.96
<b>Library Materials Expe...</b>	60,678.27	74,100.00	-13,421.73
<b>Operating Expense</b>	142,118.81	129,984.00	12,134.81
<b>Personnel Expense</b>	473,597.78	474,529.00	-931.22
<b>Remodel</b>	28,881.16	60,000.00	-31,118.84
<b>Total Expense</b>	707,099.06	748,613.00	-41,513.94
<b>Net Ordinary Income</b>	165,159.46	91,000.00	74,159.46
<b>Net Income</b>	<u>165,159.46</u>	<u>91,000.00</u>	<u>74,159.46</u>

# IPL'S 2019

## COMMUNITY IMPACT



### 8. IMPACT

The library works hard to encourage children in our community to love books as much as we do. This love is never more evident than during the Summer Reading Program when children are challenged to read as much as possible to prevent "summer slide," or the loss of skills built during the school year. Last year's grand prize for the teen participants was a new laptop computer. There was much interest, and one teen, in particular, worked through the requirements quickly to ensure he got a chance at winning. His mother had prepared him for the possibility of disappointment, as often happens in drawings, but this was his lucky year. His hard work paid off in the form of winning a computer. All total, 262 children participated in the reading portion of our summer reading program, with 1,735 children attending 85 classes and events offered during the summer months.

Each summer, the library serves sack lunches provided by USD 446 through the Summer Food Service Program. That program is limited to June and July, and through generous donations of food and time, the library was able to expand its program to cover the entire summer vacation in 2019. We have many families who rely on the library during the summer for boredom busting and the sack lunch program. For a lot of our regular patrons, the meal was their first of the day. Seeing the need, staff worked to expand this program even further into providing an after school snack most afternoons. Once school is dismissed, the regular crowd rushes in, eager to know what the snack of the day will be.

ORDINANCE NO. A – 1858

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

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

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

Approved this 12<sup>th</sup> day of March 2020.

\_\_\_\_\_ Mayor

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

Ordinance #A – 1858  
\$ 811,743.03

VENDOR I.D.	NAME	ITEM TYPE	DATE	DISCOUNT	AMOUNT	ITEM NO#	AMOUNT
032014	INTERNAL REVENUE SERVICE						
I-T1 202002073171	FEDERAL INCOME TAX WITHHELD	D	2/10/2020		15,850.04	000000	
I-T3 202002073171	FICA WITHHELD	D	2/10/2020		24,036.30	000000	
I-T4 202002073171	MEDICARE WITHHELD	D	2/10/2020		5,621.30	000000	45,507.64
032008	KPERS						
I-01 202002073171	KPERS WITHHELD	D	2/11/2020		10,494.08	000000	
I-28 202002073171	KPERS WITHHELD	D	2/11/2020		19,576.12	000000	30,070.20
013350	KANSAS WITHHOLDING TAX						
I-T2 202002073171	KANSAS STATE INCOME TAC	D	2/12/2020		7,444.56	000000	7,444.56

** B A N K T O T A L S **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	83,022.40	83,022.40
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
<b>BANK TOTALS:</b>	<b>3</b>	<b>0.00</b>	<b>83,022.40</b>	<b>83,022.40</b>

\*\* REGISTER GRAND TOTALS \*

** T O T A L S **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	83,022.40	83,022.40
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	83,022.40	83,022.40

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
01	2/2020	57,984.19CR
31	2/2020	758.16CR
33	2/2020	14,335.11CR
37	2/2020	4,897.12CR
53	2/2020	5,047.82CR
=====		
ALL		83,022.40CR

VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
036793 STEELY MASONRY CONSTRUCTION							
I-02/20/20 STMT	COUGAR FENCE REPAIR	H	3/13/2020		1,750.00	CR 070860	1,750.00
008700 FRAZIER FENCING							
I-176425	LIVESTOCK CATCH PENS	H	3/13/2020		7,000.00	CR 070861	7,000.00
037288 INDY BREW WORKS							
I-LOAN 03/03/20	FORGIVABLE LOAN	H	3/13/2020		5,000.00	CR 070862	5,000.00
002100 A.W.O.L.							
I-03/2020-STATEMENT	FUNDING	R	3/13/2020		2,500.00	CR 070876	2,500.00
019370 AIRGAS USA LLC.							
I-9098073015	OZYGEN	R	3/13/2020		117.36	CR 070877	
I-9098073016	OXYGEN	R	3/13/2020		113.46	CR 070877	
I-9098480078	OXYGEN	R	3/13/2020		90.92	CR 070877	321.74
036761 ALLSTATE BENEFITS							
I-FEB 2020 CANCER	FEB 2020 CANCER INS	R	3/13/2020		36.44	CR 070878	36.44
033874 AMAZON.COM							
I-0114-6925698-56602	TRINITY 4-TIER RACK	R	3/13/2020		91.98	CR 070879	
I-114-4948821-181465	SD CARD CASE	R	3/13/2020		9.27	CR 070879	
I-114-9654847-213460	CAMERA BACKPACK	R	3/13/2020		62.99	CR 070879	164.24
035900 ANE MAE'S COFFEE AND SANDWICH SHOP							
I-7726	BEAUTIFICATION MEETING	R	3/13/2020		42.50	CR 070880	
I-7764	COMM MTG LUNCH	R	3/13/2020		27.35	CR 070880	69.85
033020 ASC PUMPING EQUIPMENT							
I-in00170492	HYDROMATIC HPG200M	R	3/13/2020		2,324.00	CR 070881	2,324.00
002510 ASHCRAFT TIRE COMPANY INC							
I-25727	505 O-RINGS	R	3/13/2020		16.48	CR 070882	
I-25873	TIRES	R	3/13/2020		2,649.28	CR 070882	
I-25928	604 FLATS	R	3/13/2020		41.20	CR 070882	
I-26067	TRUCK TIRES	R	3/13/2020		309.50	CR 070882	
I-26140	521 REPAIR	R	3/13/2020		315.25	CR 070882	
I-26194	SHOP SUPPLIES	R	3/13/2020		20.60	CR 070882	
I-26208	601 FLAT	R	3/13/2020		20.60	CR 070882	
I-26217	BALANCE - TIRES	R	3/13/2020		159.14	CR 070882	
I-26221	602 MOUNTS	R	3/13/2020		206.00	CR 070882	
I-26257	WHEEL ALIGNMENT	R	3/13/2020		529.78	CR 070882	
I-26415	516 BATTERY	R	3/13/2020		164.73	CR 070882	4,432.56

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
036623	AT&T							
	I-0201703502	FEB 20 BUSINESS PHONE	R	3/13/2020		380.45CR	070883	
	I-2965243501	FEB 2020 BUSINESS PHONE	R	3/13/2020		569.79CR	070883	
	I-4705272500	FEB 2020 BUSINESS PHONE	R	3/13/2020		2,171.44CR	070883	
	I-9850503503	FEB BUSINESS DIRECT	R	3/13/2020		1,321.99CR	070883	4,443.67
036926	AT&T LONG DISTANCE							
	I-861734200 02/2020	FEB 2020 LONG DISTANCE	R	3/13/2020		1.13CR	070884	
	I-861735008 02/2020	FEB 2020 LONG DISTANCE	R	3/13/2020		3.25CR	070884	
	I-861735010 02/2020	FEB 2020 LONG DISTANCE	R	3/13/2020		98.93CR	070884	103.31
034736	AT&T MOBILITY							
	I-287259440768X0220	FEB 2020 CELL PHONES	R	3/13/2020		384.16CR	070885	
	I-287289769568X0220	FEB 2020 CELL PHONES	R	3/13/2020		2,199.85CR	070885	2,584.01
033052	ATMOS ENERGY							
	I-ATMOS-KS-0001391	MEM HALL/BLDG D GAS	R	3/13/2020		2,530.44CR	070886	2,530.44
002570	AUTO ZONE							
	C-1605745047	CREDIT	R	3/13/2020		18.00	070887	
	I-1605739943	AZ BRAKE FLUID	R	3/13/2020		12.98CR	070887	
	I-1605741026	OIL TEMP SWITCH	R	3/13/2020		36.95CR	070887	
	I-1605743717	SS FLAT B	R	3/13/2020		9.29CR	070887	
	I-1605745046	PARK MOWER BATTERY	R	3/13/2020		127.24CR	070887	
	I-1605749469	WHITE LITHIUM	R	3/13/2020		6.97CR	070887	175.43
1	AUTUMN REGIMBAL							
	I-REGIMBAL CARD	REF WTR PMT -	R	3/13/2020		79.25CR	070888	79.25
003050	BARCO MUNICIPAL PRODUCTS,							
	I-IN-236322	CONES/BARRICADES	R	3/13/2020		1,693.72CR	070889	1,693.72
032299	BARTA ANIMAL HOSPITAL							
	I-3645	ANIMAL LAB WORK	R	3/13/2020		1,224.00CR	070890	1,224.00
003190	BEACHNER GRAIN INC.							
	I-00109101	CALF CREEP PEL NB	R	3/13/2020		283.20CR	070891	
	I-00109271	SALT WTR SOFT PEL 50#	R	3/13/2020		82.50CR	070891	
	I-STMT 01/01/2020	PAST DUE INVOICES ON STMT	R	3/13/2020		625.00CR	070891	990.70
032090	BERRY TRACTOR AND EQUIPME							
	I-01059271	SPROCKETS	R	3/13/2020		2,390.50CR	070892	
	I-01059367	ELBOW	R	3/13/2020		16.77CR	070892	
	I-01059422	506 PARTS	R	3/13/2020		525.69CR	070892	2,932.96

PACKET: 23656 Regular Payments - 03/13/20

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

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
035488	BOESEN PLUMB ELEVATOR SOLUTIONS							
	I-8105271280	ELEVATOR MAINTENANCE PT		R 3/13/2020		2,531.28	CR 070893	2,531.28
003460	BOUND TREE MEDICAL LLC							
	I-83511261	IV CATHETER, SUPPLIES		R 3/13/2020		489.74	CR 070894	
	I-83512826	DOUBLE SWIVEL ELBOW		R 3/13/2020		50.94	CR 070894	
	I-83517097	DUCANTO CATHERER		R 3/13/2020		109.20	CR 070894	649.88
035354	BROWN'S SHOE FIT							
	I-714461-WHEALY	BOOTS - WHEALY		R 3/13/2020		426.98	CR 070895	426.98
037319	CARBON ACTIVATED CORPORATION							
	I-13697	REACTIVATED POWDER C		R 3/13/2020		3,080.00	CR 070896	3,080.00
032215	CARTER - WATERS LLC							
	I-13776393-00	COLD PATCH		R 3/13/2020		2,591.00	CR 070897	2,591.00
036779	CE WATER MANAGEMENT, INC.							
	I-K06006	BOILER MAINTENANCE		R 3/13/2020		839.40	CR 070898	839.40
004497	JEFF CHUBB - C/O EMERT							
	I-03/2020-STATEMENT	CITY ATTORNEY'S FEES		R 3/13/2020		4,437.00	CR 070899	4,437.00
033027	CINTAS FIRST							
	I-5015867664	FIRST AID		R 3/13/2020		111.32	CR 070900	
	I-5015867668	FIRST AID		R 3/13/2020		32.55	CR 070900	
	I-5016205807	FIRST AID		R 3/13/2020		89.42	CR 070900	
	I-5016205811	FIRST AID		R 3/13/2020		22.26	CR 070900	
	I-5016205814	FIRST AID		R 3/13/2020		15.56	CR 070900	271.11
1	CITY OF CANEY							
	I-BOND - J LANE	WARRANT - JUSTIN		R 3/13/2020		405.00	CR 070901	405.00
004645	CITY OF INDEPENDENCE							
	I-02282020	WATER BILLS		R 3/13/2020		6,306.07	CR 070902	
	I-02282020-1	WATER BILLS		R 3/13/2020		232.16	CR 070902	
	I-02282020-2	WATER BILLS		R 3/13/2020		134.79	CR 070902	
	I-02282020-3	WATER BILLS		R 3/13/2020		990.36	CR 070902	
	I-02282020-4	WATER BILLS		R 3/13/2020		1,362.82	CR 070902	
	I-02282020-5	WATER BILLS		R 3/13/2020		1,542.08	CR 070902	10,568.28
032159	CJ'S THREADS							
	I-18876	T-SHIRTS - MAYER		R 3/13/2020		36.40	CR 070903	
	I-18877	CAPS - SMITH		R 3/13/2020		16.50	CR 070903	52.90

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
004830	COLE-PARMER INSTRUMENT CO							
	I-2169960	REMALE BNC TO STRIPPED	R	3/13/2020		32.64CR	070904	32.64
037240	CONSTELLATION NEWENERGY - GAS DIVISION LLC							
	I-2829963	MEM HALL/BLDG D GAS	R	3/13/2020		3,424.54CR	070905	3,424.54
034221	CORE & MAIN							
	I-L788406	SETTER	R	3/13/2020		885.20CR	070906	
	I-L788626	EPXY GALV B&N	R	3/13/2020		994.80CR	070906	
	I-L871082	DPXDR SETTER	R	3/13/2020		506.04CR	070906	
	I-L873333	SADDLE EPOXY	R	3/13/2020		236.52CR	070906	2,622.56
036096	DATAPROSE LLC							
	I-3P47669	WATER BILL INSERT	R	3/13/2020		350.10CR	070907	
	I-DP2000514	FEB 2020 WATER BILLING	R	3/13/2020		2,971.95CR	070907	3,322.05
006140	DAVES, INC.							
	I-061509	TOW	R	3/13/2020		374.00CR	070908	
	I-061510	TOW 605	R	3/13/2020		434.00CR	070908	808.00
006250	DAYLIGHT DONUTS							
	I-05135	DONUTS	R	3/13/2020		12.26CR	070909	12.26
034082	DONNA G. DEAN							
	I-PEF - 03/02/2020	PEF - INCODE TRAINING	R	3/13/2020		144.90CR	070910	144.90
036939	DREW RISING							
	I-1942847	SYMPOSIUM EVENT REGISTRAT	R	3/13/2020		420.00CR	070911	
	I-1942848	MEAL EXPENSE FORM	R	3/13/2020		16.00CR	070911	
	I-1942918	MEAL EXPENSE	R	3/13/2020		4.67CR	070911	
	I-1942919	MEAL EXPENSE	R	3/13/2020		10.00CR	070911	450.67
034816	ECOLAB PEST							
	I-8748179	PEST CONTROL	R	3/13/2020		338.56CR	070912	
	I-8748179-1	PEST CONTROL	R	3/13/2020		90.00CR	070912	
	I-8748179-2	PEST CONTROL	R	3/13/2020		60.00CR	070912	
	I-8748179-3	PEST CONTROL	R	3/13/2020		50.00CR	070912	538.56
022155	EMERT CHUBB REYNOLDS LLC							
	I-03/2020-STATEMENT	MUNICIPAL COURT PROSECUTOR	R	3/13/2020		2,633.20CR	070913	2,633.20
035115	EXPRESS EMPLOYMENT							
	I-23546371SAN	LABOR	R	3/13/2020		806.02CR	070914	
	I-23546371SAN1	LABOR	R	3/13/2020		1,802.75CR	070914	
	I-23546371STREET	LABOR	R	3/13/2020		1,648.00CR	070914	
	I-23546371STREET1	LABOR	R	3/13/2020		669.20CR	070914	
	I-23576724SAN	LABOR	R	3/13/2020		589.73CR	070914	
	I-23576724SAN1	LABOR	R	3/13/2020		519.52CR	070914	
	I-23576724STREET	LABOR	R	3/13/2020		669.20CR	070914	
	I-23576724STREET1	LABOR	R	3/13/2020		1,785.52CR	070914	
	I-23597318KP	EXPRESS PAYROLL	R	3/13/2020		775.20CR	070914	
	I-23597318SAN1	LABOR	R	3/13/2020		504.24CR	070914	

PACKET: 23656 Regular Payments - 03/13/20

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

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
I-23597318	SAN2	LABOR	R	3/13/2020		2,195.85CR	070914	
I-23597318	TL	EXPRESS PAYROLL	R	3/13/2020		3,522.04CR	070914	
I-23632611		LABOR	R	3/13/2020		669.20CR	070914	
I-23632611-1		LABOR	R	3/13/2020		1,160.68CR	070914	
I-23632611KP		EXPRESS PAYROLL	R	3/13/2020		775.20CR	070914	
I-23632611SAN		LABOR	R	3/13/2020		95.50CR	070914	
I-23632611SAN2		LABOR	R	3/13/2020		430.80CR	070914	
I-23632611TL		EXPRESS PAYROLL	R	3/13/2020		3,552.60CR	070914	
I-23672716kp		EXPRESS PAYROLL	R	3/13/2020		775.20CR	070914	22,946.45
*VOID* VOID CHECK			V	3/13/2020			070915 **VOID**	
033119 FASTENAL COMPANY								
I-19-42887		XL BLUE	R	3/13/2020		102.00CR	070916	
I-KSIND41411		SILVER A SEIZE STICK	R	3/13/2020		9.30CR	070916	111.30
035193 FASTLANE PERFORMANCE								
I-19RAM		BED COVER FOR 19 RAM	R	3/13/2020		1,058.17CR	070917	1,058.17
035760 FELD FIRE								
I-0317972--IN		REPAIR KIT	R	3/13/2020		217.20CR	070918	
I-0363571-IN		SUPPLIES	R	3/13/2020		264.10CR	070918	
I-57264-00		AIR PACK REPAIRS	R	3/13/2020		264.10CR	070918	745.40
008200 FITZPATRICK & BASS LAW OF								
I-T JONES 19-537		T JONES 19-537	R	3/13/2020		200.00CR	070919	200.00
037139 FLEET FUELS, LLC								
I-11381		OIL	R	3/13/2020		59.16CR	070920	
I-14626STREET		DIESEL	R	3/13/2020		438.15CR	070920	
I-14656TL		FUEL	R	3/13/2020		876.30CR	070920	
I-55983		DIESEL	R	3/13/2020		720.16CR	070920	
I-56004DIESEL		DIESEL	R	3/13/2020		352.03CR	070920	
I-56004GAS		GASOLINE	R	3/13/2020		203.37CR	070920	
I-56088		DIESEL	R	3/13/2020		860.88CR	070920	
I-56131DIESEL		DIESEL	R	3/13/2020		55.72CR	070920	
I-56131GAS		GASOLINE	R	3/13/2020		108.03CR	070920	
I-56220DIESEL		DIESEL	R	3/13/2020		866.42CR	070920	
I-56220GAS		GASOLINE	R	3/13/2020		46.95CR	070920	
I-56251DIESEL		DIESEL	R	3/13/2020		354.09CR	070920	
I-56251GAS		GASOLINE	R	3/13/2020		99.32CR	070920	
I-56340		DIESEL	R	3/13/2020		763.47CR	070920	
I-56344DIESEL		DIESEL	R	3/13/2020		312.89CR	070920	
I-56344GAS		GASOLINE	R	3/13/2020		144.59CR	070920	
I-56350		FLEET FUEL	R	3/13/2020		150.37CR	070920	
I-56355		FLEET FUEL	R	3/13/2020		110.38CR	070920	
I-56371		VEHICLE # 442	R	3/13/2020		27.74CR	070920	
I-56396		FUEL INV 02212020	R	3/13/2020		311.79CR	070920	
I-56406		FUEL	R	3/13/2020		512.21CR	070920	
I-56443		VEHICLE # 441 FUEL	R	3/13/2020		41.19CR	070920	
I-56444		FLEET FUEL	R	3/13/2020		102.85CR	070920	
I-56459		VEHICLE # 408 FUEL	R	3/13/2020		57.66CR	070920	

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BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
I-56498	FLEET FUEL		R	3/13/2020		52.93CR	070920	
I-56525	DIESEL	DIESEL	R	3/13/2020		320.61CR	070920	
I-56525	GAS	GASOLINE	R	3/13/2020		87.65CR	070920	
I-56530	PARK FUEL 02/28/20		R	3/13/2020		44.34CR	070920	
I-56536	FUEL		R	3/13/2020		789.79CR	070920	
I-56564	DIESEL	DIESEL	R	3/13/2020		964.69CR	070920	
I-56564	GAS	GASOLINE	R	3/13/2020		34.97CR	070920	
I-56601	FUEL VEHICLE 0860		R	3/13/2020		28.48CR	070920	9,899.18

\*VOID\* VOID CHECK V 3/13/2020 070921 \*\*VOID\*\*

\*VOID\* VOID CHECK V 3/13/2020 070922 \*\*VOID\*\*

033568 GALAXIE BUSINESS

I-115159	FEB 2020 I. T. SERVICE		R	3/13/2020		3,557.50CR	070923	
I-CW-9286	TRAINING W/LACEY LIES		R	3/13/2020		112.50CR	070923	
I-CW-9290	BUS PREM - AIRPORT/CODY		R	3/13/2020		45.00CR	070923	
I-CW-9291	NEW MGSO DISPATCHER		R	3/13/2020		22.50CR	070923	
I-CW-9292	WORK IN IPD & LAPTOP		R	3/13/2020		382.50CR	070923	
I-CW-9293	MEM HALL SONICWALL UPDT		R	3/13/2020		225.00CR	070923	
I-CW-9294	LAPTOP - CODY @ AIRPORT		R	3/13/2020		180.00CR	070923	
I-CW-9295	WINDOWS 10 INDY SPARE		R	3/13/2020		135.00CR	070923	
I-CW-9299	DESKTOP - IPD HAYES		R	3/13/2020		90.00CR	070923	
I-CW-9300	LOBBY COMPUTER		R	3/13/2020		67.50CR	070923	
I-CW-9308	VEEAM BACKUP UPDATE		R	3/13/2020		90.00CR	070923	
I-CW-9310	ACTIVE 911 PASSWORD		R	3/13/2020		22.50CR	070923	
I-CW-9320	SUPER ANTI-SPYWARE		R	3/13/2020		180.00CR	070923	
I-CW-9346	LASERFICHE ISSUES		R	3/13/2020		22.50CR	070923	
I-CW-9349	PROJECT MTG		R	3/13/2020		967.50CR	070923	
I-CW9298	FAILED BU - IPD		R	3/13/2020		90.00CR	070923	
I-FC-5708	FINANCE CHARGE		R	3/13/2020		91.07CR	070923	6,281.07

\*VOID\* VOID CHECK V 3/13/2020 070924 \*\*VOID\*\*

009330 GRAINGER

I-9440106988	HVAC MOTOR		R	3/13/2020		105.68CR	070925	
I-9442804887	CONDUCT BODY COVER		R	3/13/2020		8.11CR	070925	113.79

032879 GRASS ROOTS DESIGN GROUP, INC.

I-1677	PRINTING		R	3/13/2020		47.52CR	070926	47.52
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035992 HARRIS, JUSTIN

I-02292020	SECURITY DEPOSIT REFUND		R	3/13/2020		285.00CR	070927	285.00
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VENDOR SET: 01 \*\*\*\*\* CHECK LISTING \*\*\*\*\*

BANK : AP Community National Bank

VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
032012 HAYNES EQUIPMENT CO., INC							
I-23292H	O-RING, WEAR PLATE	R	3/13/2020		230.12CR	070928	230.12
034901 HD SUPPLY FACILITIES							
I-1800019648	SUPPLIES/MATERIALS	R	3/13/2020		25.44CR	070929	
I-9178332583	SUPPLIES/MATERIALS	R	3/13/2020		572.68CR	070929	
I-9178546612	SUPPLIES/MATERIALS	R	3/13/2020		35.99CR	070929	
I-9178998708	SUPPLIES/MATERIALS	R	3/13/2020		553.69CR	070929	
I-9179402572	SUPPLIES/MATERIALS	R	3/13/2020		458.40CR	070929	1,646.20
037312 HECKMAN, BRUENING & KING, LLC							
I-1012	INSTALL OF BEAM - IPL	R	3/13/2020		357.50CR	070930	
I-1016	RIFFING SYSTEM WORK	R	3/13/2020		287.50CR	070930	645.00
036474 HOFER & HOFER & ASSOCIATES INC							
I-1942933	CITY HALL RENOVATION	R	3/13/2020		48,213.00CR	070931	48,213.00
010440 HUGO'S INDUSTRIAL SUPPLY							
I-231525	D BATTERIES/GLOVES	R	3/13/2020		159.68CR	070932	
I-231530	AGO ERG 21055	R	3/13/2020		51.60CR	070932	
I-231534	SUPROMAX/EURO WASH	R	3/13/2020		89.48CR	070932	
I-231626	MISC OFFICE SUPPLIES	R	3/13/2020		130.18CR	070932	
I-232083	JANITORIAL SUPPLIES	R	3/13/2020		146.13CR	070932	
I-232126	CLEANING SUPPLIES	R	3/13/2020		63.12CR	070932	
I-232138	CLEAR HD 10GL	R	3/13/2020		19.33CR	070932	
I-232187	MISC SUPPLIES	R	3/13/2020		266.10CR	070932	
I-232303	COPY PAPER	R	3/13/2020		776.00CR	070932	
I-232307	JANITORIAL/CLEANING SUPP	R	3/13/2020		150.21CR	070932	
I-232710	BOWL MOPS	R	3/13/2020		6.00CR	070932	
I-232719	JANITOR/CLEANING SUPP	R	3/13/2020		256.44CR	070932	
I-232723	CASH BOX	R	3/13/2020		71.50CR	070932	
I-232734	MULTI FOLD TWLS	R	3/13/2020		103.77CR	070932	
I-233383	COPY PAPER	R	3/13/2020		58.32CR	070932	
I-STMT 02292020 PT	OFFICE SUPPLIES	R	3/13/2020		29.59CR	070932	2,377.45
*VOID* VOID CHECK		V	3/13/2020			070933 **VOID**	
010480 HY-FLO EQUIPMENT COMPANY							
I-131081	WASHER REPAIR	R	3/13/2020		786.18CR	070934	786.18
011211 INDEPENDENCE FIRE FIGHTER							
I-09 202002073171	FIRE INSURANCE WITHHELD	R	3/13/2020		93.48CR	070935	93.48

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BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
011120	INDEPENDENCE CHAMBER							
	I-14662	2020 ECONOMIC DEV CONT.		R 3/13/2020		2,500.00CR	070936	
	I-14770	2020 DUES		R 3/13/2020		894.00CR	070936	3,394.00
011180	INDEPENDENCE COMMUNITY							
	I-06 202002073171	COMMUNITY CHEST WITHHELD		R 3/13/2020		43.00CR	070937	43.00
032140	INDEPENDENCE COMMUNITY							
	I-2513	ANIMAL LAB WORK		R 3/13/2020		50.00CR	070938	50.00
011200	INDEPENDENCE DAILY							
	I-02292020	PTO AD		R 3/13/2020		82.20CR	070939	
	I-50100 - 50301	CLASSIFIED ADS/LEGAL NOT		R 3/13/2020		442.60CR	070939	
	I-50500 - 50658	LEGAL NOTICES		R 3/13/2020		502.44CR	070939	1,027.24
033149	INDEPENDENCE FIREMEN'S							
	I-23 202002073171	FUNDING/FIREMEN'S ASSOCIATION		R 3/13/2020		210.00CR	070940	210.00
033777	INDEPENDENCE GUN CLUB							
	I-03/2020-FEE	MAINTENANCE FEE/RIFLE BERM		R 3/13/2020		69.71CR	070941	69.71
032735	INDEPENDENCE HISTORICAL							
	I-03/2020-FUNDING	FUNDING		R 3/13/2020		1,416.67CR	070942	1,416.67
011215	INDEPENDENCE MAIN STREET							
	I-03/2020-STATEMENT	FUNDING FOR INDEP. MAIN STR.		R 3/13/2020		1,666.67CR	070943	1,666.67
034737	INDEPENDENCE PUBLIC LIBRARY							
	I-JAN 2020 AD VAL	JAN 2020 AD VALOREM TX		R 3/13/2020		128,078.22CR	070944	128,078.22
011290	INDEPENDENCE READY MIX							
	I-27026	CONCRETE		R 3/13/2020		200.00CR	070945	200.00
032965	INDEPENDENCE READY MIX							
	I-67301	AIR/WAT		R 3/13/2020		300.00CR	070946	300.00
011280	INDEPENDENCE USD 446							
	I-03/2020-STATEMENT	ASH ALLOTMENT		R 3/13/2020		2,000.00CR	070947	2,000.00
037194	J GRAHAM CONSTRUCTION INC.							
	I-P4ADA ADD 6/7	P4ADA ADD 6 STADIUM		R 3/13/2020		20,410.96CR	070948	
	I-PP KA4815-01 APP 6	PY #6 PETER PAN RD		R 3/13/2020		95,988.15CR	070948	116,399.11

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
1	JAMES MACKIN							
	I-REF AMB - MACKIN	REF AMBULANCE-MAC		R 3/13/2020		33.05	CR 070949	33.05
012160	JERRY HALL'S COMMUNICATIO							
	I-17818	KNB-57W		R 3/13/2020		270.00	CR 070950	270.00
037045	JM NATURAL HOOF & HORSE							
	I-140153	DONKEY HOOF TRIMS		R 3/13/2020		70.00	CR 070951	70.00
036665	JOANNE L SMITH							
	I-1942911	BROCHURES		R 3/13/2020		260.00	CR 070952	260.00
036774	JOHN BOLES							
	I-1942915	KS PARAMEDIC APPLICATION		R 3/13/2020		65.00	CR 070953	65.00
013055	KANSAS ASSOCIATION OF							
	I-20-154	CITY/COUNTY MANAG ASSOCIA		R 3/13/2020		200.00	CR 070954	200.00
036544	KANSAS COMMUNICATION SERVICES INC.							
	I-co12003	PT PHONES		R 3/13/2020		162.22	CR 070955	162.22
032949	KANSAS HIGHWAY PATROL							
	I-02282020	VIN INSPECTIONS		R 3/13/2020		46.00	CR 070956	46.00
032449	KANSAS PAYMENT CENTER							
	I-W16202002073171	MG3D*00095C/KEITH COPITHKE		R 3/13/2020		116.61	CR 070957	
	I-W61202002073171	MG04DM00185C/0000252462 LEMOS		R 3/13/2020		77.54	CR 070957	
	I-W66202002073171	CS# MG 18DM00183 I - K GINTHER		R 3/13/2020		105.23	CR 070957	
	I-W67202002073171	MG19DM0075I-CHRIS FURR		R 3/13/2020		282.46	CR 070957	581.84
013310	KANSAS STATE TREASURER							
	I-FEB 2020 REINST	FEB 2020 REINSTATEMENTS		R 3/13/2020		601.00	CR 070958	601.00
035618	KANSASLAND TIRE WHOLESALE							
	I-1898	3 TIRES		R 3/13/2020		406.41	CR 070959	406.41
013351	KC 24 HOUR TRUCK REPAIR							
	I-INV1759	603 REPAIR		R 3/13/2020		457.93	CR 070960	
	I-INV1762	504 PUMP		R 3/13/2020		940.56	CR 070960	
	I-INV1764	602 REPAIR		R 3/13/2020		623.52	CR 070960	
	I-INV1778	ENG 1, WATER PUMP, EXT		R 3/13/2020		468.17	CR 070960	
	I-INV1785	605 REPAIR		R 3/13/2020		798.09	CR 070960	3,288.27

VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
037320 KU KANSAS FIRE & RESCUE TRAINING INSTITUTE							
I-6D5C8BBB	TRAINING FIRE DEPARTMENT	R	3/13/2020		160.00CR	070961	160.00
036883 LABETTE HEALTH							
I-14	MEDICAL SUPPLIES	R	3/13/2020		1,402.12CR	070962	1,402.12
014250 LEE'S COOLING & HEATING C							
I-11217653	UNIVERSAL PILOT MODULE	R	3/13/2020		248.19CR	070963	248.19
034675 LIBERTY MUTUAL INSURANCE CO							
I-2020 BOND-CAFLISCH	BOND-CAFLISCH	R	3/13/2020		100.00CR	070964	
I-2020-2021 BLANKET	BLANKET BOND	R	3/13/2020		714.00CR	070964	814.00
036790 LIFE-ASSIST, INC							
I-974520	MEDICAL SUPP	R	3/13/2020		311.74CR	070965	
I-976200	MEDICAL SUPPLIES	R	3/13/2020		461.48CR	070965	773.22
037323 LILLY'S TOWING SERVICE							
I-2919	603 TOW	R	3/13/2020		397.50CR	070966	397.50
014400 LINNS AIR COOLED ENGINES LLC							
I-107001	CHAIN	R	3/13/2020		18.50CR	070967	18.50
035268 MEGA LLC							
I-40 YD	40 YD SET FEE	R	3/13/2020		1,250.00CR	070968	
I-HAULING	HAUL ROCK	R	3/13/2020		826.42CR	070968	2,076.42
015680 MID CONTINENT BAND							
I-03/2020-STATEMENT	FUNDING	R	3/13/2020		758.34CR	070969	758.34
032556 MIDWEST MINERALS, LLC							
I-406363	ROCK FOR BLDG D PROJ	R	3/13/2020		285.55CR	070970	
I-406364	ROAD ROCK	R	3/13/2020		246.53CR	070970	
I-408802	ROCK FOR BLDG D PROJ	R	3/13/2020		1,468.74CR	070970	
I-409121	ROCK FOR BLDG D PROJ	R	3/13/2020		208.93CR	070970	
I-410658	ROCK FOR BLDG D PROJ	R	3/13/2020		632.87CR	070970	
I-410659	ROAD ROCK	R	3/13/2020		622.21CR	070970	3,464.83
037265 MIKE CRANOR							
I-03082020	DRYWALL WORK BRADLEY	R	3/13/2020		200.00CR	070971	200.00
036965 MONTGOMERY COUNTY							
I-20-001SD2	KDHE 1/2 LOAN PMT	R	3/13/2020		4,014.23CR	070972	4,014.23

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
036981	MONTGOMERY COUNTY RWD #2							
	I-FEB 20 MTR READ	FEB METER READINGS	R	3/13/2020		48.00	070973	48.00
035503	NATIONAL SCREENING BUREAU							
	I-2002174	EDWARDS BACKGROUND	R	3/13/2020		49.50	070974	49.50
035913	NEWTONS TRUE VALUE							
	C-C90670	RETURN VALVE	R	3/13/2020		99.99	070975	
	I-C90203	CLR AERO COATING	R	3/13/2020		21.16	070975	
	I-C90282	EXTENSION CORDS	R	3/13/2020		32.97	070975	
	I-C90337	SHOP SUPPLIES	R	3/13/2020		85.69	070975	
	I-C90477	NYLON ROPE	R	3/13/2020		9.99	070975	
	I-C90548	GENERAL SHOP SUPPLIES	R	3/13/2020		36.27	070975	
	I-C90565	ORIFICE NOZZLE	R	3/13/2020		8.99	070975	
	I-C90713	GAL PAINT THINNER	R	3/13/2020		12.09	070975	
	I-D148364	SLOAN FAUCET PARTS	R	3/13/2020		104.98	070975	
	I-D148408	GLUE/WOOD FILLER/NTS/BLTS	R	3/13/2020		11.54	070975	
	I-D148595	PLUNGER/EUC CLEANER	R	3/13/2020		39.96	070975	
	I-D148715	24 PK AAA BATTERIES	R	3/13/2020		19.99	070975	
	I-D148840	GAL PAINT THINNER	R	3/13/2020		12.09	070975	
	I-D149016	FLT WASHERS	R	3/13/2020		10.32	070975	
	I-D149256	FLEX COUP/PVC PIPE/VALV	R	3/13/2020		135.55	070975	
	I-D149406	GLOVES	R	3/13/2020		8.99	070975	
	I-D149409	CEMNT/BUSHING/ADAPT/CONN	R	3/13/2020		24.05	070975	
	I-D149413	40W LIGHT BULB	R	3/13/2020		31.17	070975	
	I-D149450	WHEELBARROW	R	3/13/2020		144.00	070975	
	I-D149604	SEAL TAPE/BUSHINGS	R	3/13/2020		13.43	070975	
	I-D149616	SHOVEL/TUNE UP KIT	R	3/13/2020		263.95	070975	
	I-D149677	2" QWIK CAP	R	3/13/2020		7.58	070975	
	I-d148370	TOOLS/INSULATION	R	3/13/2020		65.95	070975	
	I-d149322	TOOLS/INSULATION	R	3/13/2020		18.57	070975	
	I-d149343	TOOLS/INSULATION	R	3/13/2020		185.00	070975	
	I-d149900	BOLTS/NTS/WASHERS	R	3/13/2020		19.00	070975	
	I-d149989	TOOLS/INSULATION	R	3/13/2020		399.00	070975	
	I-d149995	BLTS/NTS/WASHERS	R	3/13/2020		15.90	070975	1,638.19
	*VOID*	VOID CHECK	V	3/13/2020			070976	**VOID**
	*VOID*	VOID CHECK	V	3/13/2020			070977	**VOID**
018120	O'REILLY AUTO PARTS							
	I-0154-326357	WASH WAX	R	3/13/2020		15.98	070978	
	I-0154-327196	PS FLUID	R	3/13/2020		23.94	070978	
	I-0154-327380	GSK MATERIAL	R	3/13/2020		13.50	070978	
	I-0154-327720	CLEANER	R	3/13/2020		11.04	070978	
	I-0154-328014	MINI BULB, SEALED BEAM	R	3/13/2020		41.50	070978	
	I-0154-328324	DC OR HUB PICKUP	R	3/13/2020		44.69	070978	150.65

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VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
027225 OIL PATCH PUMP & SUPPLY INC.							
I-214181	LUBRICANT PREMATEX	R	3/13/2020		248.94CR	070979	248.94
032859 PACE ANALYTICAL SERVICES,							
I-2060098998	LAB WORK	R	3/13/2020		420.00CR	070980	
I-2060099353	LAB WORK	R	3/13/2020		290.00CR	070980	710.00
032321 PITNEY BOWES							
I-METER FILL 02/2020	POSTAGE FOR MTR	R	3/13/2020		1,000.00CR	070981	1,000.00
019430 POSTMASTER							
I-2020 PO BOX REN	PO BOX 394 RENT	R	3/13/2020		148.00CR	070982	148.00
037174 PRAIRIELAND PARTNERS							
I-10161475	HYD HOSE	R	3/13/2020		137.06CR	070983	
I-10173228	OIL/FILTER	R	3/13/2020		18.87CR	070983	155.93
036753 PRO CARPET BUILDING SERVICES, LLC							
I-03/2020-STATEMENT	JANITORIAL SERVICE - BLDG D	R	3/13/2020		1,360.00CR	070984	1,360.00
035893 PUBLIC AGENCY TRAINING COUNCIL							
I-247371	HUMAN TRAFFICKING INVEST	R	3/13/2020		350.00CR	070985	350.00
037031 PSTC							
I-21954	TRAINING FOR MARYSSA	R	3/13/2020		398.00CR	070986	398.00
033732 QUEST DIAGNOSTICS							
I-9186243820	NEW EMP DRUG TESTING	R	3/13/2020		105.48CR	070987	105.48
021040 R.E. PEDROTTI CO., INC.							
I-0006453inktbv	UPROCESSOR, SERVICE	R	3/13/2020		4,223.56CR	070988	
I-00064540-INDKWWAD	SERVICE/LABOR	R	3/13/2020		1,111.80CR	070988	
I-00064591-INDKSVZ20	CELL DATA PLAN	R	3/13/2020		100.00CR	070988	5,435.36
037195 RYNAE RAMSEY							
I-EXP02202020	EXP REPORT	R	3/13/2020		25.00CR	070989	25.00
036784 RAZORBACK CONTRACTORS SUPPLY INC.							
I-49956	GLOVES-LEATHER PALM	R	3/13/2020		252.40CR	070990	252.40
034970 REALPAGE, INC.							
I-2002092330	PT SOFTWARE	R	3/13/2020		2,567.37CR	070991	2,567.37

PACKET: 23656 Regular Payments - 03/13/20

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

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
021300	RESOURCE RECOVERY DIV	4392						
	I-4392-000007573	LANDFILL	R	3/13/2020		10,858.60	070992	
	I-4392-000007583	LANDFILL	R	3/13/2020		8,530.73	070992	19,389.33
036748	RLI SURETY							
	I-2020 BOND - KELLY	2020 BOND - WJ KELLY	R	3/13/2020		100.00	070993	100.00
036137	ROMANS OUTDOOR POWER							
	I-ic116259	BLADE	R	3/13/2020		47.85	070994	47.85
022030	SAFETY-KLEEN CORP							
	I-82096172	FUEL RECLAIM	R	3/13/2020		337.79	070995	337.79
022110	SAYERS ACE HARDWARE INC.							
	I-stmt 02252020	MISC SUPPLIES	R	3/13/2020		481.02	070996	481.02
036202	SECURITY 1ST TITLE LLC							
	I-374951	601 N 8TH - JEWERS/PAYNE	R	3/13/2020		100.00	070997	100.00
022240	SEKTAM INC.							
	I-530627	SUPPLIES	R	3/13/2020		469.60	070998	469.60
037117	SERVICE PRO OF INDEPENDENCE							
	I-92327	2010 CROWN VIC SERVICE	R	3/13/2020		58.48	070999	58.48
022400	SHERWIN WILLIAMS							
	I-5105-8	SCAFFOLDING REPLACEMENT	R	3/13/2020		775.37	071000	775.37
036563	SHRED-IT USA, LLC							
	I-8129183219	SHREDDING SERVICE	R	3/13/2020		197.16	071001	197.16
032898	STERICYCLE, INC.							
	I-4009165240A	BILL DUE	R	3/13/2020		258.75	071002	258.75
022932	SUPERIOR SIGNAL, INC.							
	I-15572263	STROBES	R	3/13/2020		519.36	071003	519.36
037271	TEAM FIRE X INC.							
	I-8206022120	ABC FIRE EXT RECHARGE	R	3/13/2020		45.00	071004	45.00
024137	THE CAR SHOP, INC.							
	I-46990	BATTERY	R	3/13/2020		157.95	071005	157.95

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
026090	THE VICTOR L. PHILLIPS							
	I-PS0019587-1	STRAP	R	3/13/2020		37.36CR	071006	37.36
036895	TY LUPARDUS							
	I-EXP02232020	EXP REPORT	R	3/13/2020		12.79CR	071007	
	I-EXP02262020	EXP REPORT	R	3/13/2020		36.11CR	071007	48.90
037212	ULTRA BRIGHT LIGHTZ							
	I-92778	LIGHT BAR, BEACON	R	3/13/2020		1,269.97CR	071008	1,269.97
025004	USA BLUEBOOK							
	I-142088	LONG HANDLE DIPPER	R	3/13/2020		123.19CR	071009	123.19
035459	USD # 446							
	I-JAN 20 EDU SLS TX	JAN 2020 EDU SALES TAX	R	3/13/2020		234,712.34CR	071010	234,712.34
027038	SHAWN WALLIS							
	I-1942936	MEAL EXPENSE	R	3/13/2020		15.00CR	071011	15.00
034817	WASHER SPECIALTIES CO							
	I-20109118	MISC SUPPLIES	R	3/13/2020		77.00CR	071012	
	I-20113555	MISC SUPPLIES	R	3/13/2020		19.49CR	071012	
	I-20116591	MISC SUPPLIES	R	3/13/2020		143.24CR	071012	
	I-20124442	MISC SUPPLIES	R	3/13/2020		143.42CR	071012	383.15
036568	WILDCAT STRIPING							
	I-131	10TH STREET	R	3/13/2020		286.00CR	071013	286.00
027530	WOODS LUMBER COMPANY							
	I-381777	SHEETROCK/MISC MATERIALS	R	3/13/2020		729.00CR	071014	
	I-383336	SHEETROCK/MISC MATERIALS	R	3/13/2020		180.65CR	071014	
	I-383337	SHEETROCK/MISC MATERIALS	R	3/13/2020		98.17CR	071014	
	I-383511	SHEETROCK/MISC MATERIALS	R	3/13/2020		21.99CR	071014	
	I-384283	SHEETROCK/MISC MATERIALS	R	3/13/2020		12.98CR	071014	
	I-384341	BEARDED DRAGON CAGE	R	3/13/2020		36.85CR	071014	
	I-384416	SHEETROCK/MISC MATERIALS	R	3/13/2020		56.47CR	071014	
	I-384744	1/4" HEX/3/8 SOCKET-SHOP	R	3/13/2020		8.98CR	071014	
	I-384799	TORTOISE CERAM HTR REP	R	3/13/2020		8.28CR	071014	
	I-384892	250/BG M-M SCREW	R	3/13/2020		59.98CR	071014	
	I-385037	SHEETROCK/MISC MATERIALS	R	3/13/2020		310.88CR	071014	
	I-385188	STEEL BOW RAKE/LEAF RAKE	R	3/13/2020		42.48CR	071014	
	I-385194	VINYL CONCR PATCHER	R	3/13/2020		31.98CR	071014	
	I-385213	SHEETROCK/MISC MATERIALS	R	3/13/2020		58.54CR	071014	
	I-385323	SHEETROCK/MISC MATERIALS	R	3/13/2020		35.96CR	071014	
	I-385455	PREMIX CONCRETE MIX	R	3/13/2020		76.50CR	071014	
	I-385701	SHEETROCK/MISC MATERIALS	R	3/13/2020		21.99CR	071014	
	I-385829	SHEETROCK/MISC MATERIALS	R	3/13/2020		51.23CR	071014	
	I-385829-A	SHEETROCK/MISC MATERIALS	R	3/13/2020		104.99CR	071014	
	I-385830	SHEETROCK/MISC MATERIALS	R	3/13/2020		7.99CR	071014	
	I-385885	SHEETROCK/MISC MATERIALS	R	3/13/2020		13.47CR	071014	
	I-385892	SHEETROCK/MISC MATERIALS	R	3/13/2020		2.79CR	071014	
	I-385914	NTS/BLTS/SCRWS/ANGLE	R	3/13/2020		8.93CR	071014	

PACKET: 23656 Regular Payments - 03/13/20

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

BANK : AP Community National Bank

VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
I-386042	RENTAL SKY TRAK #3	R	3/13/2020		334.00CR	071014	
I-386187	M18 FUEL CIRC SAW 6.5"	R	3/13/2020		219.00CR	071014	
I-386250	RENTAL CONC TOOLS	R	3/13/2020		129.00CR	071014	
I-461484	SHEETROCK/MISC MATERIALS	R	3/13/2020		20.71CR	071014	
I-461522	SHEETROCK/MISC MATERIALS	R	3/13/2020		164.12CR	071014	2,847.91

\*VOID\* VOID CHECK V 3/13/2020 071015 \*\*VOID\*\*  
 \*VOID\* VOID CHECK V 3/13/2020 071016 \*\*VOID\*\*

035857 YP  
 I-FEB 2020 SEK DIR FEB 2020 SEK DIRECTORY R 3/13/2020 15.00CR 071017 15.00

029045 ZOLL MEDICAL CORPORATION  
 I-3024080 MEDICAL SUPPLIES R 3/13/2020 76.09CR 071018  
 I-3025245 SUPPLIES R 3/13/2020 281.64CR 071018 357.73

** T O T A L S **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	134	0.00	714,970.63	714,970.63
HANDWRITTEN CHECKS:	3	0.00	13,750.00	13,750.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	9	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:	146	0.00	728,720.63	728,720.63

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 23656 Regular Payments - 03/13/20

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

BANK : AP Community National Bank

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

FUND	PERIOD	AMOUNT
01	3/2020	86,835.09CR
04	3/2020	2,500.00CR
06	3/2020	5,000.00CR
08	3/2020	549.00CR
11	3/2020	234,712.34CR
17	3/2020	77,373.96CR
31	3/2020	907.40CR
33	3/2020	30,306.37CR
34	3/2020	2,324.00CR
37	3/2020	38,560.90CR
42	3/2020	128,078.22CR
44	3/2020	2,000.00CR
46	3/2020	100.00CR
49	3/2020	2,473.68CR
51	3/2020	1,036.39CR
53	3/2020	16,426.54CR
54	3/2020	1,080.36CR
55	3/2020	391.64CR
56	3/2020	1,361.85CR
57	3/2020	282.16CR
59	3/2020	285.00CR
64	3/2020	134.79CR
78	3/2020	12.79CR
96	3/2020	95,988.15CR
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ALL		728,720.63CR

ORDINANCE NO. D – 2001

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

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

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

Approved this 12<sup>th</sup> day of March 2020.

\_\_\_\_\_ Mayor

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

Ordinance # D – 2001

\$168,127.03

PACKET: 23616 01/31/20 DRAFT ORDINANCE

VENDOR SET: 01 \*\*\* DRAFT/OTHER LISTING \*\*\*

BANK : AP Community National Bank

VENDOR NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	AMOUNT
002112 ADVANCE INSURANCE COMPANY							
I-JAN 20 LIFE INS	JAN 2020 LIFE INS	D	1/31/2020		539.88CR	000150	539.88
003431 BLUE CROSS/BLUE SHIELD OF							
I-6924222	JAN 2020 - WHITEHEAD	D	1/31/2020		1,310.16CR	000151	
I-JAN 20 HEALTH INS	JAN 2020 HEALTH INS	D	1/31/2020		75,460.79CR	000151	76,770.95
032034 VALNET TELECOMMUNICATIONS							
I-JAN 2020 INTERNT	JAN 2020 INTERNET	D	1/31/2020		108.22CR	000152	108.22
032855 WESTAR ENERGY							
I-NOV/DEC ELECTRIC	NOV/DEC 20 ELEC BILLS	D	1/31/2020		47,108.95CR	000154	47,108.95
037182 SPARKLIGHT BUSINESS							
I-JAN 20 INTERNET	JAN 2020 INTERNET	D	1/31/2020		1,478.68CR	000157	1,478.68
037235 KICKBACK REWARDS SYSTEMS							
I-JAN 2020 WING PNTS	JAN WING POINTS	D	1/31/2020		15.26CR	000159	15.26
032855 WESTAR ENERGY							
I-01/2020-035793626	WESTAR ENERGY	D	12/31/2019		32,468.71CR	000153	32,468.71
033052 ATMOS ENERGY							
I-DEC 2019 GAS BILLS	NOV/DEC 2019 GAS BILLS	D	12/31/2019		6,356.97CR	000155	6,356.97
036007 HEARTLAND ACQUISITION LLC							
I-DEC 2019 SUPPORT	DEC 2019 SUPPORT FEES	D	12/31/2019		16.00CR	000156	16.00
037198 ELAVON							
I-DEC 2019 CC FEES	DEC 2019 CC FEES	D	12/31/2019		3,263.41CR	000158	3,263.41

** T O T A L S **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	10	0.00	168,127.03	168,127.03
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	10	0.00	168,127.03	168,127.03

PACKET: 23616 01/31/20 DRAFT ORDINANCE

VENDOR SET: 01 \*\*\* DRAFT/OTHER LISTING \*\*\*

BANK : AP Community National Bank

ERROR LISTING

CHECK #	VENDOR	NAME	PAGE	ERROR MESSAGE	NOTES
000153	01-032855	WESTAR ENERGY	1	CHECK DATE < ITEM DATE	TRAN NO#: I-01/2020-0357
000157	01-037182	SPARKLIGHT BUSINESS	1	CHECK DATE < ITEM DATE	TRAN NO#: I-JAN 20 INTER

TOTAL ERRORS: 0      TOTAL WARNINGS: 2

PACKET: 23616 01/31/20 DRAFT ORDINANCE

VENDOR SET: 01 \*\*\* DRAFT/OTHER LISTING \*\*\*

BANK : AP Community National Bank

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

FUND	PERIOD	AMOUNT
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01	12/2019	14,105.89CR
01	1/2020	88,551.31CR
26	1/2020	1,635.70CR
31	12/2019	1,179.22CR
31	1/2020	890.84CR
33	12/2019	15,230.35CR
33	1/2020	27,850.61CR
37	12/2019	580.28CR
37	1/2020	3,069.77CR
49	12/2019	55.46CR
49	1/2020	201.83CR
51	12/2019	33.52CR
51	1/2020	93.08CR
53	12/2019	9,721.80CR
53	1/2020	3,728.80CR
56	12/2019	1,087.56CR
57	12/2019	54.30CR
64	12/2019	56.71CR

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ALL		168,127.03CR
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ORDINANCE NO. P – 1831

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

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

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

Approved this 12<sup>th</sup> day of March 2020.

\_\_\_\_\_ Mayor

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

Ordinance # P – 1831

\$ 132,241.03



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**March 12, 2020**

**Department** Administration

**Director Approval** Kelly Passauer

**AGENDA ITEM** Consider authorizing the Mayor to sign grant agreements with KDOT to remove and replace markings on Runway 17/35 at the Independence Municipal Airport.

**SUMMARY RECOMMENDATION** City staff recommends authorizing the Mayor to sign the following grant agreements relating to remarking Runway 17/35:

1. Airport Preservation Agreement
2. Airport Design and Planning Agreement

**BACKGROUND** On September 25, 2019 the City Commission approved resubmitting grants that were previously submitted and were not approved. The City has been notified that the grant to remark Runway 17/35 has been awarded.

**BUDGET IMPACT** The City's share is \$22,000 plus \$750 for engineering services for a total of \$22,750 as shown below:

	<b>Project Costs</b>	<b>KDOT Share</b>	<b>City Share</b>
<b>Construction</b>	\$220,000	\$198,000	\$22,000
<b>Engineering</b>	\$15,000	\$14,250	\$750
<b>Total</b>	<b>\$235,000</b>	<b>\$212,250</b>	<b>\$22,750</b>

**SUGGESTED MOTION** I move to authorize the Mayor to sign grant agreements with KDOT to remove and replace markings on Runway 17/35 at the Independence Municipal Airport.

**SUPPORTING DOCUMENTS**

1. Airport Preservation Agreement (Grant AV-2021-37)
2. Airport Design and Planning Agreement (Grant AV-2021-36)

## AIRPORT PRESERVATION AGREEMENT

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

### RECITALS:

- A. The Recipient has applied for and the Secretary has approved an Airport Maintenance Project to: **remove and replace markings on runway 17/35 for the Independence Municipal Airport.**
- B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State's General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C. The Secretary and the Recipient are empowered by the laws of Kansas to enter into agreements for the construction, planning and maintenance of the Airport.
- D. The Secretary and the Recipient desire to enter into this Agreement to participate in the cost of the Project by use of State funds.

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

### ARTICLE I

#### DEFINITIONS:

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

1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **"Airport"** means Independence Municipal Airport, located at 498 Freedom Drive, Independence, Kansas 67301.
3. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or pavement; any drainage, dredging, excavation, grading or similar work upon real property.
4. **"Construction Contingency Items"** means unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
5. **"Construction Engineering"** means inspection services material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **"Contractor"** means the entity awarded the Construction contract for the Project by the Recipient, and any subcontractors working for the Contractor or the Recipient with respect to the Project.

7. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement and as approved by FAA.
8. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
9. **“Expiration Date”** means one hundred twenty (120) days after the date the grant offer letter is mailed by the Secretary.
10. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 et seq., Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 et seq., Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 et seq., Hazardous Waste.
11. **“KAIP”** means the Kansas Airport Improvement Program, administered by KDOT’s Division of Aviation.
12. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
13. **“Letting” or “Let”** means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.
14. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.
15. **“Participating Costs”** means expenditures for items or services which are an integral part of the Project, as reasonably determined by the Secretary.
16. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Recipient.
17. **“Project”** means all phases and aspects of the endeavor to be undertaken by the Recipient, being as follows: remove and replace markings on runway 17/35, and is the subject of this Agreement.
18. **“Project Limits”** means that area of the Project, including all areas between and within the Right of Way boundaries as shown on the final Design Plans.

19. **“Recipient”** means the City of Independence, Kansas, with its place of business at City Hall, 811 W. Laurel Street, 2<sup>nd</sup> Floor, Independence, Kansas 67301.
20. **“Right of Way”** means the real property and interests therein necessary for construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the final Design Plans.
21. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.

## ARTICLE II

### SECRETARY RESPONSIBILITIES:

1. **Payment of Costs.** In accordance with KAIP guidelines, the Secretary agrees to reimburse the Recipient ninety percent (90%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed \$198,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$198,000.00. The Secretary reserves the right to retain up to five percent (5%) of the Secretary’s maximum participation until the Recipient completes its obligations under this Agreement to the satisfaction of the Secretary.
2. **Reimbursement Payments.** The Secretary agrees to make such payment to the Recipient as soon as reasonably possible after construction of the Project is completed and after receipt of proper billing and certification by the Recipient that the Project was constructed within substantial compliance of the approved plans and specifications.
3. **Verification of Project Start** – The Secretary shall not reimburse the Recipient until the Secretary receives verification from the Recipient that the Project is underway. Verification for the Project may consist of evidence of construction, proof of hiring consultant or contractor for the Project, or other method deemed acceptable by the Secretary’s authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

## ARTICLE III

### RECIPIENT RESPONSIBILITIES:

1. **Project Administration.** The Recipient shall be responsible for undertaking and completion of the Project. Immediately after the Project is Let, the Recipient shall notify KDOT’s Division of Aviation to communicate the date the contract is Let, the total contract amount, and any other requested information related to the Project.
2. **Design and Specifications.** The Recipient will prepare Design Plans if required for the Project, Let the contract, construct the Project in accordance with the final Design Plans, inspect the Construction, and administer both the Project and the payments due the Contractor, including the portion

of cost borne by the Secretary. The Recipient shall separate and list apart the Participating Cost bid items from Non-Participating Cost bid items on both the final Design Plans and the bid documents.

3. **Submission of Design Plans to Secretary.** If requested, the Recipient will furnish to KDOT's Division of Aviation one (1) set of final Design Plans.

4. **Performance Bond.** The Recipient has the discretion to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

5. **Preventive Maintenance.** The Recipient agrees to implement an airport pavement management program which assures preventive maintenance for construction, reconstruction, replacement, and maintenance for projects which utilize KAIP funds.

6. **Final Acceptance.** The Recipient shall obtain final acceptance and certification of the Project through KDOT's Division of Aviation.

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

8. **Utilities.** The Recipient will move or adjust, or cause to be moved or adjusted all Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented. The expense of such removal or adjustment shall be borne by the owner or the Recipient.

9. **Hazardous Waste.** The Recipient agrees to the following with regard to Hazardous Waste:

(a) **Removal of Hazardous Waste.** The Recipient shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Recipient shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Recipient will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and local agency standards where the Hazardous Waste is located.

(b) **Responsibility for Hazardous Waste Remediation Costs.** The Recipient shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) **Hazardous Waste Indemnification.** The Recipient shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees

or costs imposed under state or federal laws arising out of or related to any act of omission by the Recipient in undertaking cleanup or remediation for any Hazardous Waste.

- (d) No Waiver. By signing this Agreement the Recipient has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project limits. The Recipient reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project limits.

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

11. **Indemnification by Contractors**. The Recipient agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the Recipient from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the Recipient defends a third party's claim, the Contractor shall indemnify the Secretary and the Recipient for damages paid to the third party and all related expenses either the Secretary or the Recipient or both incur in defending the claim.

12. **Inspection of Records**. During Project execution, representatives of the Secretary may make periodic inspection of the Project and the records of the Recipient as may be deemed necessary or desirable. The Recipient will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as necessary to the performance of this Agreement.

13. **Financial Obligation**. In accordance with KAIP guidelines, the Recipient will be responsible for ten percent (10%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to \$220,000.00, which is the estimated total actual costs for the Project. The Recipient agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$220,000.00 for the Project. The Recipient shall also pay for any Non-Participating Costs incurred for the Project. The Recipient shall separate and list apart the Participating Cost bid items (i.e., state aid eligible costs) from the Non-Participating Cost bid items in its Project accounting and on the final Design Plans and the bid documents.

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

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

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

17. **Project Modification.** Any the following Project changes require the Recipient to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be let
- b. Project description
- c. Project scope

During construction the Recipient shall notify the Secretary of any changes in the plans and specifications, which will require the written approval of the Secretary.

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

## ARTICLE IV

### GENERAL PROVISIONS:

1. **Project Limits.** It is mutually agreed the Project will be constructed within the limits of the Airport.

2. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

3. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to the Project.

4. **Offer Expiration.** The Secretary's offer to fund the Project, subject to the terms of this Agreement, is contingent upon the Recipient executing this Agreement on or before the Expiration Date. In the event the Recipient fails to execute this Agreement on or before the Expiration Date, the Secretary will not be obligated to fund the Project and the Secretary may cancel the Project. If the Recipient wishes to extend the Expiration Date, the Recipient must submit a written extension request to the Secretary at least forty-five (45) days prior to the Expiration Date. After receiving the request, the Secretary may extend the Expiration Date by providing written notice to the Recipient.

5. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

6. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this Agreement and made a part hereof.

7. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.

8. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Recipient and their successors in office.

9. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

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

RECIPIENT

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

KANSAS DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Julie L. Lorenz, (date)  
Secretary of Transportation

### CONTRACTUAL PROVISIONS ATTACHMENT

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

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## KANSAS DEPARTMENT OF TRANSPORTATION

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

### PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

### CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

### ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

AIRPORT DESIGN AND PLANNING AGREEMENT

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

**RECITALS:**

- A. The Airport has applied for and the Secretary has approved an Airport design and planning project to: **design the removal and replacement of runway markings on Runway 17/35 for the Independence Municipal Airport.**
- B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State’s General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C. The Secretary and the Recipient are empowered by the laws of Kansas to enter into agreements for the design and planning of the Airport.
- D. The Secretary and the Recipient desire to enter into this Agreement to participate in the cost of the Project by use of State funds.

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

**ARTICLE I**

**DEFINITIONS:**

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

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Airport”** means Independence Municipal Airport, located at 498 Freedom Drive, Independence, Kansas 67301.
- 3. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
- 4. **“Expiration Date”** means one hundred twenty (120) days after the date the grant offer letter is mailed by the Secretary.
- 5. **“KAIP”** means the Kansas Airport Improvement Program, administered by KDOT’s Division of Aviation.
- 6. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
- 7. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.

8. **“Participating Costs”** means expenditures for items or services which are an integral part of the Project, as reasonably determined by the Secretary.
9. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Recipient.
10. **“Project”** means all phases and aspects of the endeavor to be undertaken by the Recipient, being as follows: design the removal and replacement of runway markings on runway 17/35, and is the subject of this Agreement.
11. **“Recipient”** means the City of Independence, Kansas, with its place of business at City Hall, 811 W. Laurel Street, 2<sup>nd</sup> Floor, Independence, Kansas 67301.
12. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.

## ARTICLE II

### SECRETARY RESPONSIBILITIES:

1. **Payment of Costs.** In accordance with KAIP guidelines, the Secretary agrees to reimburse the Recipient ninety-five percent (95%) of the total planning costs, but not to exceed \$14,250.00 for the Project. The Secretary shall not be responsible for the total actual Project planning costs that exceed \$14,250.00. The Secretary reserves the right to retain up to five percent (5%) of the Secretary’s maximum participation until the Recipient completes its obligations under this Agreement to the satisfaction of the Secretary.
2. **Reimbursement Payments.** The Secretary agrees to make such payment to the Recipient as soon as reasonably possible after the Project is completed and after receipt of proper billing and certification by the Recipient that the Project was completed.
3. **Verification of Project Start** – The Secretary shall not reimburse the Recipient until the Secretary receives verification from the Recipient that the Project is underway. Verification for the Project may consist of evidence of construction, proof of hiring consultant or contractor for the Project, or other method deemed acceptable by the Secretary’s authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

## ARTICLE III

### RECIPIENT RESPONSIBILITIES:

1. **Project Administration.** The Recipient agrees to undertake the Project, which entails an airport planning study that produces a tangible document that assists the Recipient in the consideration of factors typically examined in an airport layout plan.
2. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the Recipient will defend, indemnify, hold

harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Recipient, the Recipient's employees, agents, subcontractors or its consultants. The Recipient shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

3. **Financial Obligation.** In accordance with KAIP guidelines, the Recipient will be responsible for five percent (5%) of the total actual planning costs, up to \$15,000.00, which is the estimated total actual planning costs for the Project. The Recipient agrees to be responsible for one hundred percent (100%) of the total actual planning costs that exceed \$15,000.00 for the Project. The Recipient agrees the total estimated local share costs associated with the Project is \$750.00. The Recipient shall also pay for any Non-Participating Costs incurred for the Project.

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

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

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

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

#### ARTICLE IV

##### GENERAL PROVISIONS:

1. **Offer Expiration.** The Secretary's offer to fund the Project, subject to the terms of this Agreement, is contingent upon the Recipient executing this Agreement on or before the Expiration Date. In the event the Recipient fails to execute this Agreement on or before the Expiration Date, the Secretary will not be obligated to fund the Project and the Secretary may cancel the Project. If the Recipient wishes to extend the Expiration Date, the Recipient must submit a written extension request to the Secretary at least forty-five (45) days prior to the Expiration Date. After receiving the request, the Secretary may extend the Expiration Date by providing written notice to the Recipient.

2. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

3. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this Agreement and made a part hereof.

4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.

5. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Recipient and their successors in office.

6. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

***The signature page immediately follows this paragraph.***

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

RECIPIENT

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

KANSAS DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Julie L. Lorenz, (date)  
Secretary of Transportation

### CONTRACTUAL PROVISIONS ATTACHMENT

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

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## KANSAS DEPARTMENT OF TRANSPORTATION

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

### PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

### CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

### ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**March 12, 2020**

Department Utilities

Director Approval Terence Lybarger

**AGENDA ITEM** Consider modified contract with PEC for design work for the Water Treatment Plant Phase II.

**SUMMARY RECOMMENDATION** Approve the modified contract.

**BACKGROUND** On February 19, 2020 the City Commission met with Sarah Unruh from PEC and City staff to review the scope of work and contract for the Phase II improvements at the Water Treatment Plant. At the meeting PEC was directed to include the demolition plan for existing out-of-service concrete tank and provide a cost for core samples to be taken at the existing two concrete basins and design of repairs. PEC provided a scope of work and cost of \$5,500 for this additional work. On February 27, 2020 the Commission provided direction to proceed with revising the contract to include this additional work.

**BUDGET IMPACT** \$171,500 for PEC's fee to be paid from the Water Treatment Plant Upgrade Fund (Fund 10).

**SUGGESTED MOTION** I move to approve a modified contract with PEC for design work for the Water Treatment Plant Phase II.

**SUPPORTING DOCUMENTS**

1. Modified contract with PEC.
2. RCA and related documents from the February 27, 2020 meeting.



March 3, 2020

Mayor Leonhard Caflisch  
City of Independence  
811 W. Laurel Street  
Independence, KS 67301

Reference: AGREEMENT for Independence WTP Phase 2 Improvements  
PEC Project No. 35-190768-000-0918

Dear Mayor Caflisch:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to City of Independence (“Client”) in connection with the referenced Project, and in accordance with this letter agreement (“Agreement”). The services to be performed by PEC (“the Services”) are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

**Performance.** PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

**Client Responsibilities.** To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

**Payment.** Invoices will be submitted periodically and are due and payable upon receipt. Unpaid balances more than 30 days past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

**Work Product.** PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

**Insurance.** PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

**Supplemental Agreements.** Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

**Differing, Concealed, or Unknown Conditions.** If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

**Fast-Track, Phased or Accelerated Schedule.** Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

**Force Majeure.** PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

**Construction Means; Safety.** PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

**Cost Estimates.** Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

**Termination.** Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

**Environmental Hazards.** Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

**Betterment.** PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**Dispute Resolution.** The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

**Jurisdiction; Venue; Governing Law.** To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Montgomery County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

**Indemnity.** To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

**Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total limits of insurance liability under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

**Assignment.** Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

**No Third-Party Beneficiaries.** This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

**Entire Agreement.** This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

**Severability.** If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Mayor Leonhard Caflisch  
City of Independence  
Independence WTP Phase 2 Improvements  
March 3, 2020  
Page 5

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Sarah C. Unruh, PE  
Project Manager

SCU:jah

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: , Signatory

Printed Name Michael D. Kelsey, PE

Title: Principal, Municipal Division Manager

Date: 3/3/2020

ACCEPTED:

CITY OF INDEPENDENCE

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

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

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

## EXHIBIT A

### A. Project Description.

1. The project includes the second phase of work at the water treatment plant, funded by the State Revolving Loan Fund (SRLF) under the OWNER's existing loan agreement. The work includes: SRLF assistance associated with adding these design projects to the loan; addressing the permitting of the existing residuals lagoons per KDHE requirements and communication dated April 18, 2019; replacement of the existing sludge line from the clarifier; inspection of the clearwells to determine if leakage is occurring and how to address issues noted; protection of the high service pump station from the entrance of flood waters; coating of the filter building floor; relocation of the chlorine gas storage and feed into a new structure; modification of the existing filter building to accommodate new spaces; security fencing; field survey and geotechnical work; and bidding and construction administration services associated with the designs.

### B. Anticipated Project Schedule.

1. PEC shall commence its services on the Project within seven (7) days after receiving CLIENT's notice to proceed.
2. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

### C. Scope of Services.

1. Task 1 - Project Management:
  - a) Project management tasks to include development and management of the project schedule, preparation and distribution of meeting minutes, progress reports, and client communications.
  - b) Kick-off meeting with the CLIENT to confirm the scope items, establish a project schedule, and discuss initial design items.
2. Task 2 - Site Survey:
  - b) Prepare survey request for the water treatment plant property as noted in Exhibit B and submit to Cornerstone Regional Surveying, LLC (Cornerstone). PEC will contract with Cornerstone for the project field survey work.
  - c) Review survey files from Cornerstone and work with them to address any questions or data gaps.
  - d) Utilize provided survey files for design drawings. PEC will not be responsible to field verify information received and will solely rely on Cornerstone for the accuracy of the survey data.
3. Task 3 - Geotechnical Investigations:
  - a) Field geotechnical investigation scope shall include work for the chemical feed relocation scope item only.
  - b) ENGINEER will use an appropriate One-Call utility locate system prior to arriving onsite.

- c) Field work to include:
    - i. (2) subsurface borings to depths 20 feet below existing grade
    - ii. SPT sampling at the following intervals: 1.5', 3.0', 6.0', 8.5', and at 5.0' intervals thereafter
    - iii. Relatively undisturbed soil samples (Shelby Tubes) will also be obtained, if applicable
  - d) Laboratory testing will be performed to determine the following index and engineering properties:
    - i. Moisture Content
    - ii. Density
    - iii. Atterberg Limits
    - iv. Percent Passing #200 sieve
    - v. Unconfined Passing #200 sieve
  - e) Prepare sealed geotechnical report, including boring logs, soil descriptions and classifications, groundwater elevations at the time of drilling, and laboratory test results.
  - f) Building foundation design and construction recommendations, including deep and shallow foundation design parameters, earthwork, excavation, soil stabilization, and controlled fill.
  - g) Boreholes will be plugged with sodium bentonite, auger cuttings (spoils) and capped with similar materials.
  - h) General cleanup of the site.
4. Task 4 - Start Revolving Loan Fund (SRLF) Assistance:
- a) Prepare paperwork for amendment of the loan and send to Owner for review.
  - b) Assist Owner in submission of loan amendment paperwork to KDHE.
  - c) Prepare updated Preliminary Engineering Report (PER) to include the Phase 2 design projects outlined herein and submit to KDHE for review.
  - d) Conduct wage rate interviews during construction as required by KDHE and submit to Owner with associated disbursement request. Owner shall be responsible to execute and submit wage rate interviews to KDHE.
  - e) Receive and review weekly payroll forms from Contractor during construction and address any comments or issues with Contractor. Maintain electronic copies of all payroll forms and provide to Owner.
  - f) Prepare disbursement request forms for Owner for each Contractor pay application processed. Owner shall be responsible to execute and submit disbursement requests and associated paperwork to KDHE.
  - g) Prepare MBE/WBE reports during construction as required by KDHE and submit to Owner. Owner shall be responsible to execute and submit MBE/WBE reports to KDHE.
  - h) Obtain American Iron and Steel (AIS) material certificates from Contractor and submit to KDHE for review as required for the project. Maintain database of AIS certifications and supply to Owner for their loan record.
  - i) Prepare and maintain a spreadsheet to track the SRLF loan projects for Phase 1 and Phase 2 to include: phase, project work, change orders approved, final cost, and loan balance.

5. Task 5 - Residuals and Solids Handling:

The OWNER received a letter from KDHE after a recent inspection of the water treatment plant that noted the existing residuals lagoons that accept a waste stream from the existing clarifier is not permitted to discharge. This task will prepare the necessary reporting and permit application to submit to KDHE for permitting of this existing system.

- a) Review existing drawings and available information for residuals lagoons including piping, structures and Construction Observation and Testing.
- b) Contact KDHE to review requirements for permitting of existing residuals lagoons including study components, sampling requirements of existing discharge flow, anticipated required sampling once lagoon is permitted, and field investigation required.
- c) Coordinate sampling of existing lagoon discharge. CLIENT shall collect recommended samples, submit to laboratory approved by KDHE for analysis and pay directly for laboratory costs. CLIENT shall supply sampling results to ENGINEER.
- d) Prepare draft anti-degradation study and submit to CLIENT for review. Study to include summary of existing treatment processes and lagoon system; discussion of discharge sampling results, and process diagrams for the water treatment processes; and evaluation of three options to address the discharge from the residual lagoon system.
  - i. discharge to a publicly owned treatment works (POTW),
  - ii. non-discharging system, and
  - iii. discharge to the tributary
- e) Address CLIENT comments and submit study to KDHE for review and approval.
- f) Address KDHE comments and provide updated study as required.
- g) Prepare and submit permit application as needed for discharge permit approval.

6. Task 6 - Filter Backwash:

The OWNER received a letter from KDHE after a recent inspection of the water treatment plant that noted the existing filter backwash waste line is piped to the storm sewer which discharges to the Verdigris River and is not permitted. This task will evaluate options to address the filter backwash waste stream per KDHE requirements. Design of any improvements related to these identified waste streams will be done by supplemental agreement.

- a) Review existing drawings and available information for settling basin drains and filter backwash system including design elements, flow, frequency, water quality, and existing infrastructure.
- b) Contact KDHE to review regulatory requirements and options for addressing discharge and/or disposal of the filter backwash and settling basin drain waste streams.
- c) Develop conceptual drawings and budgetary cost estimates for up to two options to address the identified waste streams per KDHE requirements.
- d) Present options and estimated costs to CLIENT in technical memorandum for review.

7. Task 7 - Clarifier Sludge Line Replacement:
  - a) The project will include design drawings and specifications for replacement of the following: Approximately 150-ft of the existing 12" clarifier blowdown piping from the sludge draw-off manhole to the first yard manhole.
  - b) Review existing drawings and equipment information, as provided by the CLIENT, for the piping from the clarifier to the sludge beds.
  - c) Meet with CLIENT in onsite meeting to observe existing systems noted, review system operation and needs, and obtain additional available manuals and information for the project elements.
  - d) Develop 60% drawings, specifications, and cost estimates for CLIENT review. Process pipe replacement drawings to include pipe size, material, general location consistent with existing location, connection details, and general notes.
  - e) Address CLIENT comments and prepare 100% drawings, technical specifications, and cost estimates for CLIENT review.
  - f) Prepare final sealed drawings and specifications and submit to KDHE for review.
  
8. Task 8 - Rehabilitation of Clearwells and North Settling Basin:
  - a) Determine options for inspection of interior of clearwells while in service and if taken out of service for inspection.
  - b) Contact inspection firms and obtain proposals for the required inspection work. Review with Owner and assist in procuring inspection services for the interior of the clearwells. Inspection services shall be paid for by the OWNER directly.
  - c) Perform visual inspection of clearwell exterior by structural engineer and review available drawings and previous inspection reports.
  - d) Develop preliminary options and cost estimates to address observed issues in clearwells and prepare a summary technical memorandum to discuss with CLIENT.
  - e) Prepare 90% drawings and specifications for clearwell and north settling basin repairs. Include demolition plan for existing out-of-service concrete tank (original Basin No. 1). Clearwell repairs shall be based on selected solution from inspection performed. Drawings and specifications shall also include repair of north settling basin concrete per the Design Memo (Dated November 28, 2017) recommendations. Submit 90% drawings and specifications with cost estimate to CLIENT for review.
  - f) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review.
  - g) Prepare final sealed drawings and specifications and send to KDHE for review.
  
9. Task 9 - High Service Pump Station Flood Protection:
  - a) Review historical flood level information and construction limitations in floodway/floodplain.
  - b) Review permitting requirements for working in floodplain and prepare a Division of Water Resources floodplain fill permit if required.
  - c) Develop two options to protect high service pump station from flood waters and present in a memo to review with CLIENT. Options to be evaluated include replacement of existing exterior doors facing the river and construction of a low wall around the building entrance.

- d) Prepare 90% drawings and specifications based on selected solution and submit to CLIENT with cost estimate for review.
  - e) Address CLIENT comments and prepare 100% drawings, technical specifications and cost estimate for CLIENT review.
  - f) Prepare final sealed drawings and specifications and send to KDHE for review.
  - g) Prepare permitting as required for CLIENT to execute. Permit fees shall be paid for directly by the CLIENT.
10. Task 10 - Filter Building Floor Coating:
- a) Evaluate options for floor coating and present to CLIENT for review.
  - b) Prepare 90% drawings and specifications based on selected solution and submit to CLIENT for review.
  - c) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review.
  - d) Prepare final sealed drawings and specifications and send to KDHE for review. Address KDHE comments until approval is achieved.
11. Task 11 - Relocation of Chlorine Gas Chemical Feed:
- a) Review existing facility chlorine gas feed equipment and operations including chlorine gas storage tanks, feed piping, gas feed equipment, and feed points. Review existing site layout, limitations and survey data gathered from previous task.
  - b) Develop preliminary drawings for construction of new chlorine gas feed building east of the existing filter building and relocation of parking lot to the west side of the filter building.
  - c) Preliminary drawings will include survey information, proposed chlorine gas feed building size and location, proposed storage and feed equipment, proposed feed piping routing, and pavement limits for new parking lot.
  - d) Review preliminary drawings and cost estimate with CLIENT.
  - e) Develop 90% drawings and specifications based on preliminary plan comments and submit with cost estimate to CLIENT for review.
  - f) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review. Submit with cost estimate.
  - g) Prepare final sealed drawings and specifications and send to KDHE for review.
12. Task 12 - Security Fencing:
- a) Security fencing shall include 8' tall fencing around the perimeter of the water treatment plant including access gates at the main entrances/accesses. Design does not include fencing for the intake, pump stations, or other structures not in the main plant area.
  - b) Prepare 30% plans and details for either chainlink or decorative metal fence. If a decorative metal fence with columns is requested, a supplemental agreement will be issued for the additional scope.
  - c) Review 30% drawings and cost estimate with CLIENT.
  - d) Develop 90% drawings, details, and specifications based on 30% design comments and submit with cost estimates to CLIENT for review.
  - e) Address CLIENT comments and prepare 100% drawings and specifications for CLIENT review. Submit with cost estimate.

- f) Prepare final sealed drawings and specifications and send to KDHE for review.
13. Task 13 - Rehabilitation of Clarifier:
- a) Contact Ovivo to obtain updated cost estimates for clarifier repairs per their recommendations as included in the previous Design Memo (dated November 28, 2017).
  - b) Develop 90% drawings and specifications to address the recommendations for the clarifier repairs included in the Design Memo (dated November 28, 2017) and submit with cost estimate to CLIENT for review.
  - c) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review. Submit with cost estimate.
  - d) Prepare final sealed drawings and specifications and send to KDHE for review.
14. Task 14 - Filter Building Modifications:
- a) Filter building modifications to include reconfiguring the existing floor plan to accommodate locker room/restroom, laboratory, breakroom, office, and associated spaces.
  - b) Develop schematic architectural floor plan and exterior elevations for review with CLIENT.
  - c) Develop 60% plans and specifications for the filter building modifications including structural, electrical, mechanical, and architectural elements. Connection to existing HVAC systems is assumed; if replacement of the existing HVAC system is required, a supplemental agreement will be issued for the additional design work. Submit to CLIENT with cost estimate for review.
  - d) Address CLIENT comments and prepare 100% drawings, specifications and cost estimate for CLIENT review.
  - e) Prepare final sealed drawings and specifications and send to KDHE for review. Prepare permitting as required for CLIENT to execute.
15. Task 15 – Contact Basin Evaluation and Repairs:
- a) Concrete Cores:
    - i. PEC will use an appropriate One-Call utility locate system prior to arriving onsite.
    - ii. Obtain two (2) concrete core samples from within two (2) existing concrete basins.
    - iii. Core holes will be patched with high-strength grout.
    - iv. General cleanup of the site.
  - b) Repair Design:
    - i. Visually observe the drained contact basins, sidewalk and associated handrail between the east and west basins, and concrete cores.
    - ii. Prepare recommendations and estimated costs for concrete and handrail repair work and review with the CLIENT.

- iii. Prepare 90% drawings and specifications for contact basin concrete repairs and handrail replacement. Basin concrete repairs are assumed to include epoxy injection of cracks, perimeter wall repair, and patching of spalled topping. If additional or further repairs are recommended, a supplemental agreement will be issued for the associated additional work.
- iv. Address CLIENT comments and prepare 100% drawings and specifications for CLIENT review.
- v. Prepare final sealed drawings and specifications for KDHE review.

16. Task 16 - Bidding Services:

- a) Prepare the advertisement for bids and post to ENGINEER website plan room; address bidder questions; issue addenda as needed; review bids; and prepare award recommendation letter for CLIENT.
- b) Conduct a pre-bid meeting and issue minutes.
- c) Prepare bid packet checklist and submit to KDHE per SRLF requirements.

17. Task 17 - Construction Administration Services:

- a) Review and process submittals, requests for information (RFIs), change orders, and contractor pay applications.
- b) Attendance at up to ten (10) progress meetings as coordinated by the contractor. Contractor shall schedule meetings and issue minutes to all attendees.
- c) Coordination of final inspection with KDHE.
- d) Coordinate and participate in final walkthrough of project.
- e) Develop and distribute punchlist; update and distribute as required until project completion.
- f) Project close-out including issuing of substantial completion certificate, close-out items as required by KDHE SRLF, and preparation of record drawings to include pdf markups of sealed bid drawings.

**D. Additional Responsibilities of CLIENT:**

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

- 1. Drawings, studies, reports, and other information available pertaining to the existing building and site.
- 2. Timely reviews of reports, design submittals, or other project documentation.
- 3. Assuring that private utilities, not located by an appropriate One-Call utility locate system, are identified prior to arrival onsite for field work, or have made arrangements for a CLIENT representative with knowledge of such utilities to meet onsite prior to commencement of drilling activities.
- 4. Information related to known and/or potentially hazardous subsurface conditions and/or history of site contamination.
- 5. Provide right of entry for ENGINEER's personnel in performing site visits, field surveys and inspections.
- 6. Provide current Title Report for water treatment plant property.

**E. Exclusions:**

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Development of separate design document sets for each improvement. Scope is based on all design work being developed in one design and bid package. If separate design and bid packages are desired, the additional scope and fee associated with this will be done so by supplemental agreement.
2. Any filing or permit fees - all fees shall be paid directly to the regulatory agency/entity by the CLIENT.
3. Boundary survey.
4. Vacuum excavation of utilities.
5. Environmental assessments.
6. Outside consultants.
7. Sampling of lagoon discharge and associated analytical testing costs.
8. Design of any improvements to the lagoon system or wastewater treatment facility.
9. Review of the mixing zone and resulting impacts of discharging from the lagoon system to the receiving stream.
10. Destructive testing of concrete for clearwells.
11. On-site inspection services during construction.
12. Geotechnical work for existing residuals lagoons shall include only a boring log. No soil analysis or recommendations will be developed.
13. Offsite removal of spoils.
14. Handling of contaminated soils.
15. Construction staking.
16. Development of or updating of existing Risk Management Plan or Emergency Response Plan.
17. Permitting other than completion of KDHE Public Water Supply Permit for the proposed work.

**F. PEC's Fees and Reimbursable Expenses.**

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a lump sum basis including reimbursables in the amount of \$171,500.00.
3. Reimbursable Expenses shall include mileage.
4. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**February 27, 2020**

**Department** Utilities

**Director Approval** Terence Lybarger

**AGENDA ITEM** Consider modifying the scope of work for water treatment plant Phase II.

**SUMMARY RECOMMENDATION** Approve the modified scope of work.

**BACKGROUND** On February 19, 2020 the City Commission met with Sarah Unruh from PEC and City staff to review the scope of work and contract for the Phase II improvements at the Water Treatment Plant. At the meeting PEC was directed to include the demolition plan for existing out-of-service concrete tank, and provide a cost for core samples to be taken at the existing two concrete basins and design of repairs. PEC provided a scope of work and cost of \$5,500 for this additional work. If the Commission approves this additional work, then the contract will be revised and placed on your next agenda for approval.

**BUDGET IMPACT** \$171,500 for PEC's fee to be paid from the Water Treatment Plant Upgrade Fund (Fund 10).

**SUGGESTED MOTION** I move to modify the scope of work for the Water Treatment Plant Phase II project as presented and direct a revised contract to be prepared for consideration at the next regular Commission meeting.

**SUPPORTING DOCUMENTS**

1. Description and cost of proposed additional work.
2. RCA and related documents from the February 19, 2020 meeting.

## Kelly Passauer

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**From:** Sarah Unruh, PE  
**Sent:** Monday, February 24, 2020 7:34 AM  
**To:** Kelly Passauer; Terry Lybarger  
**Subject:** RE: Independence WTP Phase 2 - Contact Basin Concrete Cores & Repair Design

Kelly:

We can modify Task 8 as follows to account for the demolition plan:

### 8. Task 8 - Rehabilitation of Clearwells and North Settling Basin:

- a) Determine options for inspection of interior of clearwells while in service and if taken out of service for inspection.
- b) Contact inspection firms and obtain proposals for the required inspection work. Review with Owner and assist in procuring inspection services for the interior of the clearwells. Inspection services shall be paid for by the OWNER directly.
- c) Perform visual inspection of clearwell exterior by structural engineer and review available drawings and previous inspection reports.
- d) Develop preliminary options and cost estimates to address observed issues in clearwells and prepare a summary technical memorandum to discuss with CLIENT.
- e) Prepare 90% drawings and specifications for clearwell and north settling basin repairs. Clearwell repairs shall be based on selected solution from inspection performed. Drawings and specifications shall also include repair of north settling basin concrete per the Design Memo (Dated November 28, 2017) recommendations. Submit 90% drawings and specifications with cost estimate to CLIENT for review.
- f) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review.
- g) Prepare final sealed drawings and specifications and send to KDHE for review.

Include demolition plan for existing out-of-service concrete tank.

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**From:** Kelly Passauer  
**Sent:** Friday, February 21, 2020 4:29 PM

**To:** Sarah Unruh, PE ; Terry Lybarger

**Subject:** RE: Independence WTP Phase 2 - Contact Basin Concrete Cores & Repair Design

Sarah,

Do we need to include the demolition of the structure? I know you said it would not increase the design cost, but shouldn't it be reflected in the scope of work?

Thanks!

Kelly

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**From:** Sarah Unruh, PE <[Sarah.Unruh@pec1.com](mailto:Sarah.Unruh@pec1.com)>

**Sent:** Thursday, February 20, 2020 10:18 AM

**To:** Kelly Passauer <[kellyp@independences.gov](mailto:kellyp@independences.gov)>; Terry Lybarger <[terryl@independences.gov](mailto:terryl@independences.gov)>

**Subject:** Independence WTP Phase 2 - Contact Basin Concrete Cores & Repair Design

Kelly & Terry:

Per our discussion today, the scope for the concrete cores in the contact basins is as follows:

1. Concrete Cores:
  - a. PEC will use an appropriate One-Call utility locate system prior to arriving onsite.
  - b. Obtain (2) concrete core samples from within two existing concrete basins.
  - c. Core holes will be patched with high-strength grout
  - d. General cleanup of the site
2. Repair Design
  - a. Visually observe the drained contact basins, sidewalk and associated handrail between the east and west basins, and concrete cores.
  - b. Prepare recommendations and estimated costs for concrete and handrail repair work and review with the CLIENT.
  - c. Prepare 90% drawings and specifications for contact basin concrete repairs and handrail replacement. Basin concrete repairs are assumed to include epoxy injection of cracks, perimeter wall repair, and patching of spalled topping. If additional or further repairs are recommended, a supplemental agreement will be issued for the associated additional work.
  - d. Address CLIENT comments and prepare 100% drawings and specifications for CLIENT review.
  - e. Prepare final sealed drawings and specifications for KDHE review.

The additional fee for this work will be \$5,500.

Please review with the Commission and advise if you want to add this to the contract. Let me know if you have any questions.

Thanks!

## Sarah Unruh, PE

Municipal Division

316-206-1410 Direct 316-304-8732 Mobile

[Sarah.Unruh@pec1.com](mailto:Sarah.Unruh@pec1.com)



**Professional Engineering Consultants**

303 South Topeka Wichita, KS 67202

316-262-2691 [www.pec1.com](http://www.pec1.com)

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**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**February 19, 2020**

**Department** Utilities

**Director Approval** Terry Lybarger

**AGENDA ITEM** Consider an agreement with PEC for the Phase 2 improvements at the Water Treatment plant.

**SUMMARY RECOMMENDATION** Approve a modified contract.

**BACKGROUND** On October 9, 2019 the City Commission met with representatives of PEC and City staff to review a proposed scope of work for Phase II of the Water Treatment Plant Project prepared by PEC. At that meeting it was decided that PEC would make changes to the contract adding language for the contact basin work and utilize a local survey crew prior to returning for contract approval. For your discussion and consideration, a revised agreement has been received from PEC. The City Attorney is currently reviewing the revised contract. Sarah Unruh with PEC will be available at the meeting to further discuss the revised agreement.

**BUDGET IMPACT** \$166,000 for PEC's fee to be paid from the Water Treatment Plant Upgrade Fund (Fund 10).

**SUGGESTED MOTION** I move to approve a contract with PEC for design services for Phase II of the Water Treatment Plant Project, pending City Attorney approval.

**SUPPORTING DOCUMENTS**

1. Revised contract prepared by PEC
2. Status of projects previously identified
3. October 9, 2019 Approved Minutes
4. October 9, 2019 RCA



February 12, 2020

Mr. Leonhard Caflisch  
Mayor  
City of Independence  
811 W. Laurel Street  
Independence, KS 67301

Reference: AGREEMENT for Independence WTP Phase 2 Improvements  
PEC Project No. 35-190768-000-0918

Dear Mr. Caflisch:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to City of Independence (“Client”) in connection with the referenced Project, and in accordance with this letter agreement (“Agreement”). The services to be performed by PEC (“the Services”) are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

**Performance.** PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

**Client Responsibilities.** To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

**Payment.** Invoices will be submitted periodically and are due and payable upon receipt. Unpaid balances more than 30 days past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

**Work Product.** PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

**Insurance.** PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

**Supplemental Agreements.** Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

**Differing, Concealed, or Unknown Conditions.** If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

**Fast-Track, Phased or Accelerated Schedule.** Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

**Force Majeure.** PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

**Construction Means; Safety.** PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

**Cost Estimates.** Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

**Termination.** Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

**Environmental Hazards.** Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

**Betterment.** PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**Dispute Resolution.** The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

**Jurisdiction; Venue; Governing Law.** To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Montgomery County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

**Indemnity.** To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

**Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total limits of insurance liability under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

**Assignment.** Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

**No Third-Party Beneficiaries.** This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

**Entire Agreement.** This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

**Severability.** If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Mr. Leonhard Cafilisch  
City of Independence  
Independence WTP Phase 2 Improvements  
February 12, 2020  
Page 5

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

  
Sarah C. Unruh, P.E.  
Project Manager

SCU:hsr

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: , Signatory

Printed Name: Michael D. Kelsey, P.E.

Title: Principal, Municipal Division Manager

Date: February 12, 2020

ACCEPTED:

CITY OF INDEPENDENCE

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

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

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

## **EXHIBIT A**

### **A. Project Description.**

1. The project includes the second phase of work at the water treatment plant, funded by the State Revolving Loan Fund (SRLF) under the OWNER's existing loan agreement. The work includes: SRLF assistance associated with adding these design projects to the loan; addressing the permitting of the existing residuals lagoons per KDHE requirements and communication dated April 18, 2019; replacement of the existing sludge line from the clarifier; inspection of the clearwells to determine if leakage is occurring and how to address issues noted; protection of the high service pump station from the entrance of flood waters; coating of the filter building floor; relocation of the chlorine gas storage and feed into a new structure; modification of the existing filter building to accommodate new spaces; security fencing; field survey and geotechnical work; and bidding and construction administration services associated with the designs.

### **B. Anticipated Project Schedule.**

1. PEC shall commence its services on the Project within 7 days after receiving CLIENT's notice to proceed.
2. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

### **C. Scope of Services.**

1. Task 1 - Project Management:
  - a) Project management tasks to include development and management of the project schedule, preparation and distribution of meeting minutes, progress reports, and client communications.
  - b) Kick-off meeting with the CLIENT to confirm the scope items, establish a project schedule, and discuss initial design items.
2. Task 2 - Site Survey:
  - b) Prepare survey request for the water treatment plant property as noted in Exhibit B and submit to Cornerstone Regional Surveying, LLC (Cornerstone). PEC will contract with Cornerstone for the project field survey work.
  - c) Review survey files from Cornerstone and work with them to address any questions or data gaps.
  - d) Utilize provided survey files for design drawings. PEC will not be responsible to field verify information received and will solely rely on Cornerstone for the accuracy of the survey data.
3. Task 3 - Geotechnical Investigations:
  - a) Field geotechnical investigation scope shall include work for the chemical feed relocation scope item only.
  - b) ENGINEER will use an appropriate One-Call utility locate system prior to arriving onsite.
  - c) Field work to include:

- i. (2) subsurface borings to depths 20 feet below existing grade
    - ii. SPT sampling at the following intervals: 1.5', 3.0', 6.0', 8.5', and at 5.0' intervals thereafter
    - iii. Relatively undisturbed soil samples (Shelby Tubes) will also be obtained, if applicable
  - d) Laboratory testing will be performed to determine the following index and engineering properties:
    - i. Moisture Content
    - ii. Density
    - iii. Atterberg Limits
    - iv. Percent Passing #200 sieve
    - v. Unconfined Passing #200 sieve
  - e) Prepare sealed geotechnical report, including boring logs, soil descriptions and classifications, groundwater elevations at the time of drilling, and laboratory test results.
  - f) Building foundation design and construction recommendations, including deep and shallow foundation design parameters, earthwork, excavation, soil stabilization, and controlled fill.
  - g) Boreholes will be plugged with sodium bentonite, auger cuttings (spoils) and capped with similar materials.
  - h) General cleanup of the site.
- 4. Task 4 - Start Revolving Loan Fund (SRLF) Assistance:
  - a) Prepare paperwork for amendment of the loan and send to Owner for review.
  - b) Assist Owner in submission of loan amendment paperwork to KDHE.
  - c) Prepare updated Preliminary Engineering Report (PER) to include the Phase 2 design projects outlined herein and submit to KDHE for review.
  - d) Conduct wage rate interviews during construction as required by KDHE and submit to Owner with associated disbursement request. Owner shall be responsible to execute and submit wage rate interviews to KDHE.
  - e) Receive and review weekly payroll forms from Contractor during construction and address any comments or issues with Contractor. Maintain electronic copies of all payroll forms and provide to Owner.
  - f) Prepare disbursement request forms for Owner for each Contractor pay application processed. Owner shall be responsible to execute and submit disbursement requests and associated paperwork to KDHE.
  - g) Prepare MBE/WBE reports during construction as required by KDHE and submit to Owner. Owner shall be responsible to execute and submit MBE/WBE reports to KDHE.
  - h) Obtain American Iron and Steel (AIS) material certificates from Contractor and submit to KDHE for review as required for the project. Maintain database of AIS certifications and supply to Owner for their loan record.
  - i) Prepare and maintain a spreadsheet to track the SRLF loan projects for Phase 1 and Phase 2 to include: phase, project work, change orders approved, final cost, and loan balance.

5. Task 5 - Residuals and Solids Handling:

The OWNER received a letter from KDHE after a recent inspection of the water treatment plant that noted the existing residuals lagoons that accept a waste stream from the existing clarifier is not permitted to discharge. This task will prepare the necessary reporting and permit application to submit to KDHE for permitting of this existing system.

- a) Review existing drawings and available information for residuals lagoons including piping, structures and Construction Observation and Testing.
- b) Contact KDHE to review requirements for permitting of existing residuals lagoons including study components, sampling requirements of existing discharge flow, anticipated required sampling once lagoon is permitted, and field investigation required.
- c) Coordinate sampling of existing lagoon discharge. CLIENT shall collect recommended samples, submit to laboratory approved by KDHE for analysis and pay directly for laboratory costs. CLIENT shall supply sampling results to ENGINEER.
- d) Prepare draft anti-degradation study and submit to CLIENT for review. Study to include summary of existing treatment processes and lagoon system; discussion of discharge sampling results, and process diagrams for the water treatment processes; and evaluation of three options to address the discharge from the residual lagoon system.
  - i. discharge to a publicly owned treatment works (POTW),
  - ii. non-discharging system, and
  - iii. discharge to the tributary
- e) Address CLIENT comments and submit study to KDHE for review and approval.
- f) Address KDHE comments and provide updated study as required.
- g) Prepare and submit permit application as needed for discharge permit approval.

6. Task 6 - Filter Backwash:

The OWNER received a letter from KDHE after a recent inspection of the water treatment plant that noted the existing filter backwash waste line is piped to the storm sewer which discharges to the Verdigris River and is not permitted. This task will evaluate options to address the filter backwash waste stream per KDHE requirements. Design of any improvements related to these identified waste streams will be done by supplemental agreement.

- a) Review existing drawings and available information for settling basin drains and filter backwash system including design elements, flow, frequency, water quality, and existing infrastructure.
- b) Contact KDHE to review regulatory requirements and options for addressing discharge and/or disposal of the filter backwash and settling basin drain waste streams.
- c) Develop conceptual drawings and budgetary cost estimates for up to two options to address the identified waste streams per KDHE requirements.
- d) Present options and estimated costs to CLIENT in technical memorandum for review.

7. Task 7 - Clarifier Sludge Line Replacement:
  - a) The project will include design drawings and specifications for replacement of the following: Approximately 150-ft of the existing 12" clarifier blowdown piping from the sludge draw-off manhole to the first yard manhole.
  - b) Review existing drawings and equipment information, as provided by the CLIENT, for the piping from the clarifier to the sludge beds.
  - c) Meet with CLIENT in onsite meeting to observe existing systems noted, review system operation and needs, and obtain additional available manuals and information for the project elements.
  - d) Develop 60% drawings, specifications, and cost estimates for CLIENT review. Process pipe replacement drawings to include pipe size, material, general location consistent with existing location, connection details, and general notes.
  - e) Address CLIENT comments and prepare 100% drawings, technical specifications, and cost estimates for CLIENT review.
  - f) Prepare final sealed drawings and specifications and submit to KDHE for review.
  
8. Task 8 - Rehabilitation of Clearwells and North Settling Basin:
  - a) Determine options for inspection of interior of clearwells while in service and if taken out of service for inspection.
  - b) Contact inspection firms and obtain proposals for the required inspection work. Review with Owner and assist in procuring inspection services for the interior of the clearwells. Inspection services shall be paid for by the OWNER directly.
  - c) Perform visual inspection of clearwell exterior by structural engineer and review available drawings and previous inspection reports.
  - d) Develop preliminary options and cost estimates to address observed issues in clearwells and prepare a summary technical memorandum to discuss with CLIENT.
  - e) Prepare 90% drawings and specifications for clearwell and north settling basin repairs. Clearwell repairs shall be based on selected solution from inspection performed. Drawings and specifications shall also include repair of north settling basin concrete per the Design Memo (Dated November 28, 2017) recommendations. Submit 90% drawings and specifications with cost estimate to CLIENT for review.
  - f) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review.
  - g) Prepare final sealed drawings and specifications and send to KDHE for review.
  
9. Task 9 - High Service Pump Station Flood Protection:
  - a) Review historical flood level information and construction limitations in floodway/floodplain.
  - b) Review permitting requirements for working in floodplain and prepare a Division of Water Resources floodplain fill permit if required.
  - c) Develop two options to protect high service pump station from flood waters and present in a memo to review with CLIENT. Options to be evaluated include replacement of existing exterior doors facing the river and construction of a low wall around the building entrance.
  - d) Prepare 90% drawings and specifications based on selected solution and submit to CLIENT with cost estimate for review.

- e) Address CLIENT comments and prepare 100% drawings, technical specifications and cost estimate for CLIENT review.
  - f) Prepare final sealed drawings and specifications and send to KDHE for review.
  - g) Prepare permitting as required for CLIENT to execute. Permit fees shall be paid for directly by the CLIENT.
10. Task 10 - Filter Building Floor Coating
- a) Evaluate options for floor coating and present to CLIENT for review.
  - b) Prepare 90% drawings and specifications based on selected solution and submit to CLIENT for review.
  - c) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review.
  - d) Prepare final sealed drawings and specifications and send to KDHE for review. Address KDHE comments until approval is achieved.
11. Task 11 - Relocation of Chlorine Gas Chemical Feed
- a) Review existing facility chlorine gas feed equipment and operations including chlorine gas storage tanks, feed piping, gas feed equipment, and feed points. Review existing site layout, limitations and survey data gathered from previous task.
  - b) Develop preliminary drawings for construction of new chlorine gas feed building east of the existing filter building and relocation of parking lot to the west side of the filter building.
  - c) Preliminary drawings will include survey information, proposed chlorine gas feed building size and location, proposed storage and feed equipment, proposed feed piping routing, and pavement limits for new parking lot.
  - d) Review preliminary drawings and cost estimate with CLIENT.
  - e) Develop 90% drawings and specifications based on preliminary plan comments and submit with cost estimate to CLIENT for review.
  - f) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review. Submit with cost estimate.
  - g) Prepare final sealed drawings and specifications and send to KDHE for review.
12. Task 12 - Security Fencing
- a) Security fencing shall include 8' tall fencing around the perimeter of the water treatment plant including access gates at the main entrances/accesses. Design does not include fencing for the intake, pump stations, or other structures not in the main plant area.
  - b) Prepare 30% plans and details for either chainlink or decorative metal fence. If a decorative metal fence with columns is requested, a supplemental agreement will be issued for the additional scope.
  - c) Review 30% drawings and cost estimate with CLIENT.
  - d) Develop 90% drawings, details, and specifications based on 30% design comments and submit with cost estimates to CLIENT for review.
  - e) Address CLIENT comments and prepare 100% drawings and specifications for CLIENT review. Submit with cost estimate.
  - f) Prepare final sealed drawings and specifications and send to KDHE for review.

13. Task 13 - Rehabilitation of Clarifier
  - a) Contact Ovivo to obtain updated cost estimates for clarifier repairs per their recommendations as included in the previous Design Memo (dated November 28, 2017).
  - b) Develop 90% drawings and specifications to address the recommendations for the clarifier repairs included in the Design Memo (dated November 28, 2017) and submit with cost estimate to CLIENT for review.
  - c) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review. Submit with cost estimate.
  - d) Prepare final sealed drawings and specifications and send to KDHE for review.
  
14. Task 14 - Filter Building Modifications
  - a) Filter building modifications to include reconfiguring the existing floor plan to accommodate locker room/restroom, laboratory, breakroom, office, and associated spaces.
  - b) Develop schematic architectural floor plan and exterior elevations for review with CLIENT.
  - c) Develop 60% plans and specifications for the filter building modifications including structural, electrical, mechanical, and architectural elements. Connection to existing HVAC systems is assumed; if replacement of the existing HVAC system is required, a supplemental agreement will be issued for the additional design work. Submit to CLIENT with cost estimate for review.
  - d) Address CLIENT comments and prepare 100% drawings, specifications and cost estimate for CLIENT review.
  - e) Prepare final sealed drawings and specifications and send to KDHE for review. Prepare permitting as required for CLIENT to execute.
  
15. Task 15 - Bidding Services
  - a) Prepare the advertisement for bids and post to ENGINEER website plan room; address bidder questions; issue addenda as needed; review bids; and prepare award recommendation letter for CLIENT.
  - b) Conduct a pre-bid meeting and issue minutes.
  - c) Prepare bid packet checklist and submit to KDHE per SRLF requirements.
  
16. Task 16 - Construction Administration Services
  - a) Review and process submittals, requests for information (RFIs), change orders, and contractor pay applications.
  - b) Attendance at up to ten (10) progress meetings as coordinated by the contractor. Contractor shall schedule meetings and issue minutes to all attendees.
  - c) Coordination of final inspection with KDHE.
  - d) Coordinate and participate in final walkthrough of project.
  - e) Develop and distribute punchlist; update and distribute as required until project completion.
  - f) Project close-out including issuing of substantial completion certificate, close-out items as required by KDHE SRLF, and preparation of record drawings to include pdf markups of sealed bid drawings.

**D. Additional Responsibilities of CLIENT:**

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Drawings, studies, reports, and other information available pertaining to the existing building and site.
2. Timely reviews of reports, design submittals, or other project documentation.
3. Assuring that private utilities, not located by an appropriate One-Call utility locate system, are identified prior to arrival onsite for field work, or have made arrangements for a CLIENT representative with knowledge of such utilities to meet onsite prior to commencement of drilling activities.
4. Information related to known and/or potentially hazardous subsurface conditions and/or history of site contamination.
5. Provide right of entry for ENGINEER's personnel in performing site visits, field surveys and inspections.
6. Provide current Title Report for water treatment plant property.

**E. Exclusions:**

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Development of separate design document sets for each improvement. Scope is based on all design work being developed in one design and bid package. If separate design and bid packages are desired, the additional scope and fee associated with this will be done so by supplemental agreement.
2. Any filing or permit fees - all fees shall be paid directly to the regulatory agency/entity by the CLIENT.
3. Boundary survey.
4. Vacuum excavation of utilities.
5. Environmental assessments.
6. Outside consultants.
7. Sampling of lagoon discharge and associated analytical testing costs.
8. Design of any improvements to the lagoon system or wastewater treatment facility.
9. Review of the mixing zone and resulting impacts of discharging from the lagoon system to the receiving stream.
10. Destructive testing of concrete for clearwells.
11. On-site inspection services during construction.
12. Geotechnical work for existing residuals lagoons shall include only a boring log. No soil analysis or recommendations will be developed.
13. Offsite removal of spoils.
14. Handling of contaminated soils.
15. Construction staking.
16. Development of or updating of existing Risk Management Plan or Emergency Response Plan.
17. Permitting other than completion of KDHE Public Water Supply Permit for the proposed work.

**F. PEC's Fees & Reimbursable Expenses.**

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a lump sum basis including reimbursables in the amount of \$166,000.00.
3. Reimbursable Expenses shall include mileage.
4. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

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

**ATTENTION:** Kelly Passauer

**FROM:** Sarah Unruh, P.E.

**REFERENCE:** State Revolving Loan Fund Project  
Summary

**DATE:** February 17, 2020

**PROJECT NO.:** 170498-000

**PROJECT:** Independence Water Treatment Plant  
Improvements

**COPIES TO:** File

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

A Design Memorandum was prepared in 2017 that detailed the potential projects the City was considering at the water treatment plant under the State Revolving Loan Fund (SRLF) program. Phase 1 of the improvements was completed in 2019, with Phase 2 planned to begin design in 2020. Each project identified in the 2017 Design Memo is listed below, with status noted.

### 2017 Design Memorandum Project Status

Improvement Project	Improvement Phase	Status
<b>Electrical System Upgrades</b>	Phase 1	Complete
<b>Primary Settling Basin Repairs</b>	Phase 2	Not complete
<b>Clarifier Repairs</b>	Phase 2	Not complete
<b>Filter Building Renovations</b>	Phase 2	Not complete
<b>Security Fencing</b>	Phase 2	Not complete

Additional potential projects that have been identified by the City for inclusion in the Phase 2 improvement project are listed below.

### Additional Proposed Phase 2 Improvements

Improvement Project	Improvement Phase	Notes
<b>Anti-Degradation Study</b>	Phase 2	Required by KDHE
<b>Filter Backwash Review Memo</b>	Phase 2	Required by KDHE
<b>Clarifier Sludge Line Replacement</b>	Phase 2	
<b>High Service Flood Plain Protection</b>	Phase 2	
<b>Filter Building Floor Coating</b>	Phase 2	
<b>New Chlorine Building</b>	Phase 2	

The current contract for consideration includes all items noted above as "Phase 2" with the project management, funding assistance, survey and geotechnical support tasks required to complete the project.

## Minutes of the Independence City Commission's October 9, 2019 Special Meeting

The Independence City Commission met for a special meeting on October 9, 2019 at 9:00 A.M. at the Water Treatment Plant. Mayor Louis Ysusi, Commissioner Gary Hogsett and Commissioner Leonhard Cafilisch were present. Others present included:

### City Staff

Kelly Passauer, Assistant City Manager/Zoning Administrator  
David Schwenker, City Clerk/City Treasurer  
Terry Lybarger, Director of Utilities  
Lacey Lies, Director of Finance  
Ed Sykes, Chief Water Plant Operator

### Visitors

Sue Scovel  
Larry McHugh  
Sarah Unruh  
Shawn Schrader  
Dean Hayse  
Randy Kelly

#### I. SPECIAL SESSION AT 520 EAST OAK STREET

##### A. Call to Order

Mayor Ysusi called the meeting to order.

#### II. 9:00 AM – SITE TOUR AT 520 EAST OAK STREET

##### A. Site visit at Water Treatment Plant.

Shawn Schrader led the tour.

#### III. 10:00 AM DISCUSSION AT 410 NORTH PENNSYLVANIA AVENUE

##### A. Discuss Phase II of the Water Treatment Plant Project.

#### IV. ITEMS FOR COMMISSION ACTION

##### A. Consider a contract with PEC for design services for Phase II of The Water Treatment Plant Project.

Sarah Unruh reviewed the contract, including the scope of services.

Director Lybarger stated that the contract needs to be modified to include rehabilitation of the contact basins.

Sarah Unruh stated that can be added but she was hesitant to add the

**Minutes of the Independence City Commission's October 9, 2019 Special Meeting**

design fee for that project until they find out what the issues are and possible solutions.

Commissioner Hogsett inquired about the size of the proposed chemical feed building.

Sarah Unruh noted that the chlorine cylinders are pretty large but the structure would take up most of the existing parking lot.

Commissioner Caflisch asked to be provided a list of projects that were proposed under this loan program and the status of those projects,

Sarah Unruh stated that she could provide a list of what was identified in the first report and mark what has been completed.

After further discussion it was decided that Sarah Unruh would make changes to the contract adding in language for the contact basin work and utilizing a local survey crew and return later for contract approval.

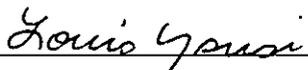
V. ADJOURNMENT

**Motion:**

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

**Aye: Ysusi, Caflisch, Hogsett**

**Nay: None**

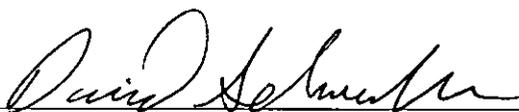
  
\_\_\_\_\_  
Louis Ysusi, Mayor

  
\_\_\_\_\_  
Leonhard Caflisch, Commissioner

  
\_\_\_\_\_  
Gary Hogsett, Commissioner

Minutes of the Independence City Commission's October 9, 2019 Special Meeting

Attest:

  
\_\_\_\_\_

City Clerk/Treasurer



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**October 9, 2019**

**Department** Utilities

**Director Approval** Terry Lybarger

**AGENDA ITEM** Consider a contract with PEC for design services for Phase II of the Water Treatment Plant Project.

**SUMMARY RECOMMENDATION** Approve a modified contract.

**BACKGROUND** Representatives of PEC and the Utilities Department met and reviewed a proposed scope of work for Phase II of the Water Treatment Plant Project. A proposed contract was prepared by PEC. The City Attorney reviewed the contract and prepared a memo of suggested modifications which were sent to PEC for their review. PEC acknowledged receipt and is in the process of reviewing the modifications. City staff will advise the Commission when we have received a revised contract.

In addition to the modifications suggested by the City Attorney, the City Commission may wish to further modify the agreement, particularly as it relates to the scope of services.

**BUDGET IMPACT** \$102,000 for PEC's fee to be paid from the Water Treatment Plant Upgrade Fund (Fund 10).

**SUGGESTED MOTION** I move to approve a contract as modified by the City Attorney and City Commission with PEC for design services for Phase II of the Water Treatment Plant Project.

**SUPPORTING DOCUMENTS**

1. Proposed contract prepared by PEC with input from staff of the Utilities Department
2. Proposed modifications prepared by the City Attorney.



October 3, 2019

Mr. Louis Ysusi  
Mayor  
City of Independence  
811 W. Laurel Street  
Independence, KS 67301

Reference: AGREEMENT for Independence WTP Phase 2 Improvements  
PEC Project No. 35-190XXX-000-0918

Dear Mr. Ysusi:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to City of Independence (“Client”) in connection with the referenced Project, and in accordance with this letter agreement (“Agreement”). The services to be performed by PEC (“the Services”) are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

**Performance.** PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

**Client Responsibilities.** To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

**Payment.** Invoices will be submitted periodically and are due and payable upon receipt. Unpaid balances more than 30 days past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys’ fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

**Work Product.** PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

**Insurance.** PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

**Supplemental Agreements.** Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

**Differing, Concealed, or Unknown Conditions.** If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

**Fast-Track, Phased or Accelerated Schedule.** Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

**Force Majeure.** PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

**Construction Means; Safety.** PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

**Cost Estimates.** Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

**Termination.** Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

**Environmental Hazards.** Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

**Betterment.** PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**Dispute Resolution.** The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

**Jurisdiction; Venue; Governing Law.** To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

**Indemnity.** To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

**Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

**Assignment.** Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

**No Third-Party Beneficiaries.** This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

**Entire Agreement.** This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

**Severability.** If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Mr. Louis Ysusi  
City of Independence  
Name of Project  
October 3, 2019  
Page 5

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Sarah C. Unruh, P.E.  
Project Manager

SCU:apg

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: \_\_\_\_\_, Signatory

Printed Name: Michael D. Kelsey, P.E.

Title: Principal, Municipal Division Manager

Date: October 3, 2019

ACCEPTED:

CITY OF INDEPENDENCE

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

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

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

## EXHIBIT A

### A. Project Description.

1. The project includes the second phase of work at the water treatment plant, funded by the State Revolving Loan Fund (SRLF) under the OWNER's existing loan agreement. The work includes: SRLF assistance associated with adding these design projects to the loan; addressing the permitting of the existing residuals lagoons per KDHE requirements and communication dated April 18, 2019; replacement of the existing sludge line from the clarifier; inspection of the clearwells to determine if leakage is occurring and how to address issues noted; protection of the high service pump station from the entrance of flood waters; coating of the filter building floor; relocation of the chlorine, alum, and carbon chemical storage into a single structure; field survey and geotechnical work; and bidding and construction administration services associated with the designs.

### B. Anticipated Project Schedule.

1. PEC shall commence its services on the Project within 7 days after receiving CLIENT's notice to proceed.
2. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

### C. Scope of Services.

1. Task 1 - Project Management:
  - a) Project management tasks to include development and management of the project schedule, preparation and distribution of meeting minutes, progress reports, and client communications.
  - b) Kick-off meeting with the CLIENT to confirm the scope items, establish a project schedule, and discuss initial design items.
2. Task 2 - Site Survey:
  - a) Field survey scope shall include survey for the clarifier sludge line replacement and chemical feed relocation scope items only.
  - b) Prepare a one-foot contour interval on-the-ground topographic survey, locating both horizontally and vertically all visible improvements that may impact the site work design.
  - c) Set inter-visible control points in area of construction. Obtain reference ties.
  - d) Set benchmark within building area for construction.
  - e) Collect topographic survey data, including surface locations sufficient to provide 1' contours per the survey limits sketch (Exhibit C).
  - f) Locate all above and below grade utility improvements. PEC will not be responsible for searching for utilities beyond utilizing the One Call system.
  - g) Locate all points of egress for any structures within the survey limits, including a Finished Floor Elevation (FFE) at each doorway.
  - h) Locate all sanitary and storm sewer structures, such as area inlets, curb inlets, junction boxes, manholes, etc., the top of structure information will be collected as well as all flowlines in and out, and pipe size/material.

- i) Locate all buildings and substantial features, including parking stripes, sidewalks, paving limits/type, playground areas/equipment, landscape areas, etc.
- j) Any trees four (4) caliper inches and larger shall be identified/shown.
- k) Survey limits that extend into the adjacent street right of way shall include all improvements/utilities within the half width of right of way.
- l) Boundary survey to include review of a current Title Report (Report to be provided by CLIENT), recovering existing property corner monumentation to aid in drafting of road rights of way. Restrictive easements and encumbrances listed in the Title Report will be delineated on the Survey.
- m) The coordinate base will be Kansas State Plane NAD 83(2011) - South/North Zone and the elevations will be referenced to the NAVD 88 datum.
- n) Processing of survey data.

3. Task 3 - Geotechnical Investigations:

- a) Field geotechnical investigation scope shall include work for the chemical feed relocation scope item only.
- b) ENGINEER will use an appropriate One-Call utility locate system prior to arriving onsite.
- c) Field work to include:
  - i. (2) subsurface borings to depths 20 feet below existing grade
  - ii. SPT sampling at the following intervals: 1.5', 3.0', 6.0', 8.5', and at 5.0' intervals thereafter
  - iii. Relatively undisturbed soil samples (Shelby Tubes) will also be obtained, if applicable
- d) Laboratory testing will be performed to determine the following index and engineering properties:
  - i. Moisture Content
  - ii. Density
  - iii. Atterberg Limits
  - iv. Percent Passing #200 sieve
  - v. Unconfined Passing #200 sieve
- e) Prepare sealed geotechnical report, including boring logs, soil descriptions and classifications, groundwater elevations at the time of drilling, and laboratory test results.
- f) Building foundation design and construction recommendations, including deep and shallow foundation design parameters, earthwork, excavation, soil stabilization, and controlled fill.
- g) Boreholes will be plugged with sodium bentonite, auger cuttings (spoils) and capped with similar materials.
- h) General cleanup of the site.

4. Task 4 - Start Revolving Loan Fund (SRLF) Assistance:

- a) Prepare paperwork for amendment of the loan and send to Owner for review.
- b) Assist Owner in submission of loan amendment paperwork to KDHE.
- c) Prepare updated Preliminary Engineering Report (PER) to include the Phase 2 design projects outlined herein and submit to KDHE for review.

- d) Conduct wage rate interviews during construction as required by KDHE and submit to Owner with associated disbursement request. Owner shall be responsible to execute and submit wage rate interviews to KDHE.
- e) Receive and review weekly payroll forms from Contractor during construction and address any comments or issues with Contractor. Maintain electronic copies of all payroll forms and provide to Owner.
- f) Prepare disbursement request forms for Owner for each Contractor pay application processed. Owner shall be responsible to execute and submit disbursement requests and associated paperwork to KDHE.
- g) Prepare MBE/WBE reports during construction as required by KDHE and submit to Owner. Owner shall be responsible to execute and submit MBE/WBE reports to KDHE.
- h) Obtain American Iron and Steel (AIS) material certificates from Contractor and submit to KDHE for review as required for the project. Maintain database of AIS certifications and supply to Owner for their loan record.

5. Task 5 - Residuals and Solids Handling:

The OWNER received a letter from KDHE after a recent inspection of the water treatment plant that noted the existing residuals lagoons that accept a waste stream from the existing clarifier is not permitted to discharge. This task will prepare the necessary reporting and permit application to submit to KDHE for permitting of this existing system.

- a) Review existing drawings and available information for residuals lagoons including piping, structures and Construction Observation and Testing.
- b) Contact KDHE to review requirements for permitting of existing residuals lagoons including study components, sampling requirements of existing discharge flow, anticipated required sampling once lagoon is permitted, and field investigation required.
- c) Coordinate sampling of existing lagoon discharge. CLIENT shall collect recommended samples, submit to laboratory approved by KDHE for analysis and pay directly for laboratory costs. CLIENT shall supply sampling results to ENGINEER.
- d) Prepare draft anti-degradation study and submit to CLIENT for review. Study to include summary of existing treatment processes and lagoon system; discussion of discharge sampling results, and process diagrams for the water treatment processes; and evaluation of three options to address the discharge from the residual lagoon system.
  - i. discharge to a publicly owned treatment works (POTW),
  - ii. non-discharging system, and
  - iii. discharge to the tributary
- e) Address CLIENT comments and submit study to KDHE for review and approval.
- f) Address KDHE comments and provide updated study as required.
- g) Prepare and submit permit application as needed for discharge permit approval.

6. Task 6 - Filter Backwash:

The OWNER received a letter from KDHE after a recent inspection of the water treatment plant that noted the existing filter backwash waste line is piped to the storm sewer which discharges to the Verdigris River and is not permitted. This task will

evaluate options to address the filter backwash waste stream per KDHE requirements. Design of any improvements related to these identified waste streams will be done by supplemental agreement.

- a) Review existing drawings and available information for settling basin drains and filter backwash system including design elements, flow, frequency, water quality, and existing infrastructure.
- b) Contact KDHE to review regulatory requirements and options for addressing discharge and/or disposal of the filter backwash and settling basin drain waste streams.
- c) Develop conceptual drawings and budgetary cost estimates for up to two options to address the identified waste streams per KDHE requirements.
- d) Present options and estimated costs to CLIENT in technical memorandum for review.

7. Task 7 - Clarifier Sludge Line Replacement:

- a) The project will include design drawings and specifications for replacement of the following: Approximately 150-ft of the existing 12” clarifier blowdown piping from the sludge draw-off manhole to the first yard manhole.
- b) Review existing drawings and equipment information, as provided by the CLIENT, for the piping from the clarifier to the sludge beds.
- c) Meet with CLIENT in onsite meeting to observe existing systems noted, review system operation and needs, and obtain additional available manuals and information for the project elements.
- d) Develop 60% drawings, specifications, and cost estimates for CLIENT review. Process pipe replacement drawings to include pipe size, material, general location consistent with existing location, connection details, and general notes.
- e) Address CLIENT comments and prepare 100% drawings, technical specifications, and cost estimates for CLIENT review.
- f) Prepare final sealed drawings and specifications and submit to KDHE for review.

8. Task 8 - Rehabilitation of Clearwells:

- a) Determine options for inspection of interior of clearwells while in service and if taken out of service for inspection.
- b) Contact inspection firms and obtain proposals for the required inspection work. Review with Owner and assist in procuring inspection services for the interior of the clearwells. Inspection services shall be paid for by the OWNER directly.
- c) Perform visual inspection of clearwell exterior by structural engineer and review available drawings and previous inspection reports.
- d) Develop preliminary options and cost estimates to address observed issues and prepare a summary technical memorandum to discuss with CLIENT.
- e) Prepare 90% drawings and specifications based on selected solution and submit with cost estimate to CLIENT for review.
- f) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review.
- g) Prepare final sealed drawings and specifications and send to KDHE for review.

9. Task 9 - High Service Pump Station Flood Protection:
  - a) Review historical flood level information and construction limitations in floodway/floodplain.
  - b) Review permitting requirements for working in floodplain and prepare a Division of Water Resources floodplain fill permit if required.
  - c) Develop two options to protect high service pump station from flood waters and present in a memo to review with CLIENT. Options to be evaluated include replacement of existing exterior doors facing the river and construction of a low wall around the building entrance.
  - d) Prepare 90% drawings and specifications based on selected solution and submit to CLIENT with cost estimate for review.
  - e) Address CLIENT comments and prepare 100% drawings, technical specifications and cost estimate for CLIENT review.
  - f) Prepare final sealed drawings and specifications and send to KDHE for review.
  - g) Prepare permitting as required for CLIENT to execute. Permit fees shall be paid for directly by the CLIENT.
  
10. Task 10 - Filter Building Floor Coating
  - a) Evaluate options for floor coating and present to CLIENT for review.
  - b) Prepare 90% drawings and specifications based on selected solution and submit to CLIENT for review.
  - c) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review.
  - d) Prepare final sealed drawings and specifications and send to KDHE for review. Address KDHE comments until approval is achieved.
  
11. Task 11 - Relocation of Chemical Feed
  - a) Review existing facility chemical feed equipment and operations including chemical tanks, feed piping, pumping equipment, and feed points. Review existing site layout, limitations and survey data gathered from previous task.
  - b) Develop preliminary drawings for construction of new chemical feed building east of the existing filter building to contain chlorine, carbon, and alum, and relocation of parking lot to the west side of the filter building.
  - c) Preliminary drawings will include survey information, proposed chemical feed building size and location, proposed chemical storage and feed equipment, proposed chemical feed piping routing, and pavement limits for new parking lot.
  - d) Review preliminary drawings and cost estimate with CLIENT.
  - e) Develop 90% drawings and specifications based on preliminary plan comments and submit with cost estimate to CLIENT for review.
  - f) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review. Submit with cost estimate.
  - g) Prepare final sealed drawings and specifications and send to KDHE for review.
  
12. Task 12 - Bidding Services
  - a) Prepare the advertisement for bids and post to ENGINEER website plan room; address bidder questions; issue addenda as needed; review bids; and prepare award recommendation letter for CLIENT.

- b) Conduct a pre-bid meeting and issue minutes.
- c) Prepare bid packet checklist and submit to KDHE per SRFL requirements.

13. Task 13 - Construction Administration Services

- a) Review and process submittals, requests for information (RFIs), change orders, and contractor pay applications.
- b) Attendance at up to ten (10) progress meetings as coordinated by the contractor. Contractor shall schedule meetings and issue minutes to all attendees.
- c) Coordination of final inspection with KDHE.
- d) Coordinate and participate in final walkthrough of project.
- e) Develop and distribute punchlist; update and distribute as required until project completion.
- f) Project close-out including issuing of substantial completion certificate, close-out items as required by KDHE SRLF, and preparation of record drawings to include pdf markups of sealed bid drawings.

**D. Additional Responsibilities of CLIENT:**

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

- 1. Drawings, studies, reports, and other information available pertaining to the existing building and site.
- 2. Timely reviews of reports, design submittals, or other project documentation.
- 3. Assuring that private utilities, not located by an appropriate One-Call utility locate system, are identified prior to arrival onsite for field work, or have made arrangements for a CLIENT representative with knowledge of such utilities to meet onsite prior to commencement of drilling activities.
- 4. Information related to known and/or potentially hazardous subsurface conditions and/or history of site contamination.
- 5. Provide right of entry for ENGINEER's personnel in performing site visits, field surveys and inspections.

**E. Exclusions:**

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

- 1. Development of separate design document sets for each improvement. Scope is based on all design work being developed in one design and bid package. If separate design and bid packages are desired, the additional scope and fee associated with this will be done so by supplemental agreement.
- 2. Any filing or permit fees - all fees shall be paid directly to the regulatory agency/entity by the CLIENT.
- 3. Boundary survey.
- 4. Vacuum excavation of utilities.
- 5. Environmental assessments.
- 6. Outside consultants.
- 7. Sampling of lagoon discharge and associated analytical testing costs.
- 8. Design of any improvements to the lagoon system or wastewater treatment facility.
- 9. Review of the mixing zone and resulting impacts of discharging from the lagoon system

- to the receiving stream.
10. Destructive testing of concrete for clearwells.
  11. On-site inspection services during construction.
  12. Geotechnical work for existing residuals lagoons shall include only a boring log. No soil analysis or recommendations will be developed.
  13. Offsite removal of spoils.
  14. Handling of contaminated soils.
  15. Construction staking.

**F. PEC's Fees & Reimbursable Expenses.**

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt. Unpaid invoices will bear interest at the rate of 18% per annum.
2. PEC's Fee for its Scope of Services will be on a lump sum basis including reimbursables in the amount of \$102,000.00.
3. Reimbursable Expenses shall include mileage.
4. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

10.3.2019

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## Memo

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**To**  
Kelly Passauer;  
City Commission

**From**  
Jeff Chubb

**CC**  
n/a

**Re**  
Review of  
Proposed Contract  
with PEC for  
Phase II  
Improvements

### COMMENTS AND OBSERVATIONS:

1. The services to be performed by PEC are set forth on Exhibit A. City Staff should review the scope of services in detail to make sure everything anticipated is being covered in Exhibit A. I have not been a participant in the various meetings with PEC and am not in a position to evaluate whether their scope of services covers everything that you feel should be covered.
2. Under the paragraph titled "Payment", there is provision for interest at 1.5% per month plus attorney fees and collection costs if the City neglects payment. Our common practice is to request that provisions for interest and attorney fees be deleted.
3. Under the paragraph titled "Force Majeure", the typical language recognizing that delays in performance can occur under a number of circumstances is fine. But the very last sentence states that PEC's compensation will be increased in the event of a force majeure. I am not sure I understand the justification for increasing the compensation to PEC in the event of a force majeure. I understand they should be allowed additional time, but how that translates into increased compensation does not follow.
4. In the paragraph titled "Termination", both sides have the right to terminate for any reason upon 15 days' written notice. If the City exercises its right to terminate upon 15 days' notice, it will still be responsible for PEC for all work performed to that date plus "fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination."
5. The paragraph on dispute resolution requires that the two parties meet informally to try and resolve, and then submit the matter to mediation which is a non-binding process.
6. In the paragraph titled "Jurisdiction and Venue", they the City to agree to exclusive jurisdiction and venue in a Sedgwick County District Court. This is objectionable since all the services will be performed in Montgomery County. The exclusive venue should be the Montgomery County District Court sitting in Independence, Kansas.

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## EMERT CHUBB REYNOLDS, LLC

Tel 620-331-1800  
Fax 620-331-1807

P. O. Box 747  
Independence, KS 67301      [jchubb@sehc-law.com](mailto:jchubb@sehc-law.com)



7. The paragraph on “Indemnity” is reciprocal and for a change is acceptable.

8. The paragraph titled “Agreed Remedy” is objectionable in that it caps the liability of PEC to a sum of money not to exceed the fees they would receive under this agreement. I do not like these paragraphs. I think they are totally unacceptable. Basically, PEC could do anything, ranging from an act of mere negligence to one of its employees going to the top floor and pulling out a rifle and shooting people, and their liability would be limited to what they are paid under this agreement. I am sure this is being dictated to them by their insurance company. This is totally unacceptable.

JAC

**HEADING:**

Info

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**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**March 12, 2020**

Department Finance

Director Approval Lacey Lies

**AGENDA ITEM** Consider redirecting funds previously approved for the Library’s Children Area remodel to the Library’s Open Access.

**SUMMARY RECOMMENDATION** Approve to fund the remaining \$17,061 needed for Open Access at the Library.

**BACKGROUND** In 2019, the City budgeted \$60,000 for the Library’s Children Area remodel. The Library has since learned that they have been awarded multiple grants to help fund the project. The City encumbered the originally budgeted funds, as the project was not yet complete at the end of the year. The below table shows the expenditures out of this line item to date as well as the proposed funding to Open Access:

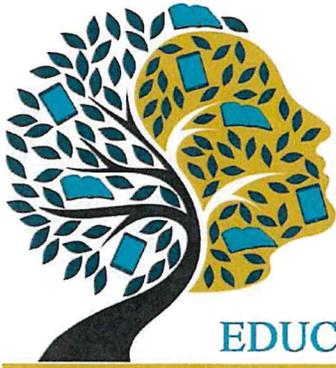
	Budget	Actual	(Over)/Under Budget
Children Area Remodel	\$60,000	\$2,288.44	\$57,711.56
Library Beam Replacement	\$0	\$6,862.50	(\$6,862.50)
Open Access	\$0	\$17,061.00	(\$17,061.00)
<b>Total</b>	<b>\$60,000</b>	<b>\$26,211.94</b>	<b>\$33,788.06</b>

Reallocating the approved funds to the Library’s Open Access program will allow the Library to be open from 8 am to 10 pm seven days a week to better serve our community. In addition, these funds will mainly cover one-time cost of installation of security cameras which will help protect our facility and its patrons.

**BUDGET IMPACT** If approved, the City’s 2019 budgeted Library project funding would come in \$33,788.06 under budget.

**SUGGESTED MOTION** I move to approve funding to the Library’s Open Access program in the amount of \$17,061.

**SUPPORTING DOCUMENTS** Letter from Library Director, Jeri Hopkins



INDEPENDENCE PUBLIC LIBRARY  
220 EAST MAPLE  
INDEPENDENCE, KS  
67301

EDUCATE, ENCOURAGE, ENHANCE

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March 9, 2020

City Commission  
City of Independence

City Commissioners,

The Library would like to apply for assistance in gap funding for the Open Access initiative in the amount of \$17,061. The initiative will allow approved library patrons to have access to the library from 8 am to 10 pm, seven days a week. This more than doubles the number of hours the library will be available for use by the community.

Total cost of the initiative is \$52,647. The library has funding for \$35,586 raised through donations of our major donors and individual patrons. We have remaining \$17,061 to complete the initiative. This is mainly for the one-time cost of installation of the security cameras that cover every square foot of the library and has added additional outdoor cameras.

Any funding available would be greatly appreciated!

Sincerely,

Jeri Kay Hopkins,  
Director



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**March 12, 2020**

**Department** Administration/Finance

**Director Approval** Kelly Passaver/Lacey Lies

**AGENDA ITEM** Consider a resolution to pass monies received from the Transient Guest Tax through to the Independence Chamber of Commerce and to set a budget hearing for amending the 2020 budget to include a new budgeted fund for Transient Guest Tax.

**SUMMARY RECOMMENDATION** Approve the resolution and set the Budget Hearing for Thursday, March 26<sup>th</sup>, 2020 at 5:30 PM.

**BACKGROUND** On February 10, 2020 the City Clerk was sent a copy of a resolution passed by the County on January 27, 2020 regarding a change in the Transient Tax Distribution which is currently set at 5% County-wide. Previously the distribution was based on the number of beds in each community that were subject to the transient guest tax, and on average over the last 5 years, Independence's portion has been 49.5%. The distribution has been modified by Montgomery County Resolution 20-021 based on the following percentage:

Caney – 5%  
Cherryvale – 5%  
Coffeyville – 45%  
Independence – 45%

In addition to the above modification, the funds are also being distributed directly to the cities, rather than to the Chamber of Commerce in the respective cities. In order to expend the funds, a new budgeted fund for Transient Guest Tax must be approved after holding a public hearing. The public hearing notice must be published at least ten days prior to the hearing.

Since the Chamber of Commerce has done an excellent job in their tourism efforts, staff's recommendation has been to not modify the amount of proceeds they are currently receiving. In order to pass through the proceeds, the following needs to occur:

1. Adopt a resolution regarding proceeds from the transient guest tax levied by Montgomery County.
2. Approve amending the budget for the receipt and expenditure of the Transient Guest Tax.

It was discussed by the Commission and City staff at the strategic planning retreat to investigate increasing the transient guest tax above the current 5% rate. The City Attorney can advise what would need to occur for this to occur.

**BUDGET IMPACT** There will be no anticipated net budget impact at this time, as funds are anticipated to be received and passed on to the Chamber of Commerce for Tourism.

**SUGGESTED MOTION** I move set the 2020 Amended Budget Hearing date March 26<sup>th</sup>, 2020 at 5:30 PM, and to approve a resolution to pass the Transient Guest Tax on to the Independence Chamber of Commerce.

### **SUPPORTING DOCUMENTS**

1. Letter from the County Clerk, which includes a Resolution passed by the Montgomery County Commission on January 27, 2020.
2. Resolution regarding proceeds from the transient guest tax levied by Montgomery County.
3. Notice of Budget Hearing for Amending the 2020 Budget.

**CHARLOTTE A. SCOTT SCHMIDT**

COUNTY CLERK  
MONTGOMERY COUNTY  
P. O. BOX 446  
Independence, Kansas 67301

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Phone (620) 330-1200 Fax (620) 330-1202  
[cassschmidt@mgcountvks.org](mailto:cassschmidt@mgcountvks.org)

February 10, 2020

David Schwanker  
City of Independence  
811 W Laurel St  
Independence, KS 67301

Dear David,

On the 27<sup>th</sup> day of January 2020 the Board of County Commissioners adopted a resolution to change the Transient Tax Distribution. The new resolution will include the city of Caney and will be by a percentage and not by a room count.

I have enclosed a copy of Resolution No. 20-021.

If you have any questions, please feel free to call the County Clerk's office at 620-330-1200.

Thank you,

Charlotte A. Schmidt



Montgomery County Clerk

**RESOLUTION NO. 20 -021**

**DATED** at Independence, Montgomery County, Kansas this 27<sup>th</sup> day of January, 2020.

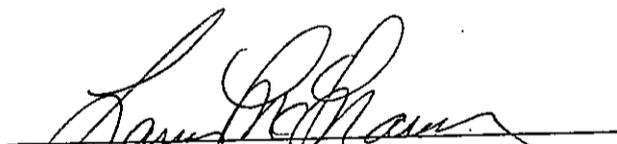
**WHEREAS:** *A motion was made by Commissioner Bever to rescind Montgomery County Resolution 07-150 and to implement Resolution No. 20-021 to authorize the Transiet Tax to remain at five percent (5%). The distribution of dollars of that tax will be 45% to the City of Coffeyville, 45% to the City of Independence, 5% to the City of Caney and 5% to the City of Cherryvale effective with the publication of this resolution.*

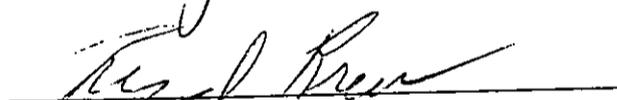
*The Board of County Commissioners will serve as the Oversight Committee for Tourism with a yearly report being filed with the Commission by the Convention and Visitor Bureau no later than February 15<sup>th</sup> for the preceeding year.*

*Motion was seconded by Commissioner McManus.*

*ROLL CALL VOTE – Commissioner McManus- Yes  
Commissioner Brown – Yes  
Commissioner Bever– Yes*

**BOARD OF COUNTY COMMISSIONERS  
MONTGOMERY COUNTY, KANSAS**

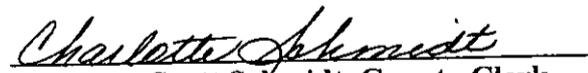
  
Larry McManus, Chairman

  
Fred Brown, Member

  
Robert Bever, Member



**ATTEST:**

  
Charlotte Scott Schmidt, County Clerk

**RESOLUTION NO. \_\_\_\_\_**

**A Resolution Regarding Proceeds From  
the Transient Guest Tax Levied by Montgomery County**

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

**Section 1.** On January 27, 2020, the Board of County Commissioners of Montgomery County, Kansas, adopted Resolution No. 20-021 wherein it is provided that transient guest taxes collected by Montgomery County shall be distributed in a certain manner including forty-five percent (45%) to the City of Independence.

**Section 2.** Prior to adoption of County Resolution No. 20-021, Montgomery County distributed a portion of the transient guest taxes collected to the Independence Convention and Visitors' Bureau which offices with, and is under the umbrella of, the Independence Chamber of Commerce.

**Section 3.** The Governing Body of the City of Independence desires the Independence Convention and Visitors' Bureau to continue to receive and disburse transient guest taxes distributed by Montgomery County for the benefit of the City of Independence.

**Section 4.** Upon receipt of its forty-five percent (45%) share of the transient guest taxes collected by Montgomery County pursuant to County Resolution No. 20-021, the City shall distribute said taxes to the Independence Convention and Visitors' Bureau. The Independence Convention and Visitors' Bureau shall then be responsible for compliance with all reporting requirements made by Montgomery County.

*Adopted by the Governing Body of the City of Independence, Kansas, on the 12<sup>th</sup> day of March, 2020.*

---

LEONHARD CAFLISCH, Mayor

ATTEST:

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DAVID W. SCHWENKER, City Clerk

**Notice of Budget Hearing for Amending the  
2020 Budget**

The governing body of  
**City of Independence**

will meet on the day of 3/26/2020 at 5:30 PM at VETERAN'S ROOM, MEMORIAL HALL for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at CITY CLERK'S OFFICE and will be available at this hearing.

**Summary of Amendments**

Fund	2020 Adopted Budget			2020 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Transient Guest Tax			0	160,000
			0	0
			0	0
			0	0
			0	0
			0	0

LACEY LIES

Official Title: DIRECTOR OF FINANCE



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**March 12, 2020**

Department Administration

Director Approval Kelly Passauer

**AGENDA ITEM** Consider a request from the VFW to modify the location for a statue of Remington to the northwest corner of Penn/Laurel.

**SUMMARY RECOMMENDATION** Approve the request.

**BACKGROUND** On November 14, 2019 the Commission authorized placement of a Remington statue near the 1916 City Hall building with the exact location to be determined once the funds had been raised. City staff has received a request from Wendy Hull representing the VFW to be on the agenda to further discuss this request. In verbal conversations with Wendy Hull, she has indicated that they would like to move the proposed location of this statue from 1916 City Hall to downtown on the northwest corner of Penn/Laurel.

**BUDGET IMPACT** The cost of the statue, including installation will be funded from donations.

**SUGGESTED MOTION** I move to authorize the placement of a Remington statue on the northwest corner of Penn/Laurel with the exact location to be determined once the funds have been raised.

**SUPPORTING DOCUMENTS**

1. Email communication with Wendy Hull.
2. Drawing and description of proposed Remington statue.

**From:** [Wendy Hull](#)  
**To:** [Kelly Passauer](#)  
**Subject:** Re: remington mounment  
**Date:** Thursday, February 27, 2020 12:05:42 PM

---

yes sorry I didn't put requesting and march 12 will be fine and thank you

On Wednesday, February 26, 2020, 01:57:57 PM CST, Kelly Passauer <kellyp@independences.gov> wrote:

Wendy,

I received three emails from you. We could add this to the March 12, 2020 agenda. Will that work for you?

You are requesting permission to install at the corner by Club 301, correct?

Thanks!

Kelly

---

**From:** Wendy Hull  
**Sent:** Wednesday, February 26, 2020 12:59 PM  
**To:** Kelly Passauer  
**Subject:** remington mounment

asking to be on the agenda for march to give details

thank you wendy hull

**From:** [Wendy Hull](#)  
**To:** [Kelly Passauer](#)  
**Subject:** Fw: Project Remington Monument Drawing  
**Date:** Wednesday, February 26, 2020 12:59:22 PM

---

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

**From:** Kristen Douglas-Seitz  
**To:** Cris Sundquist; Russell Baker; Wendy Hull  
**Sent:** Monday, December 30, 2019, 11:21:40 AM CST  
**Subject:** Project Remington Monument Drawing

Good morning!

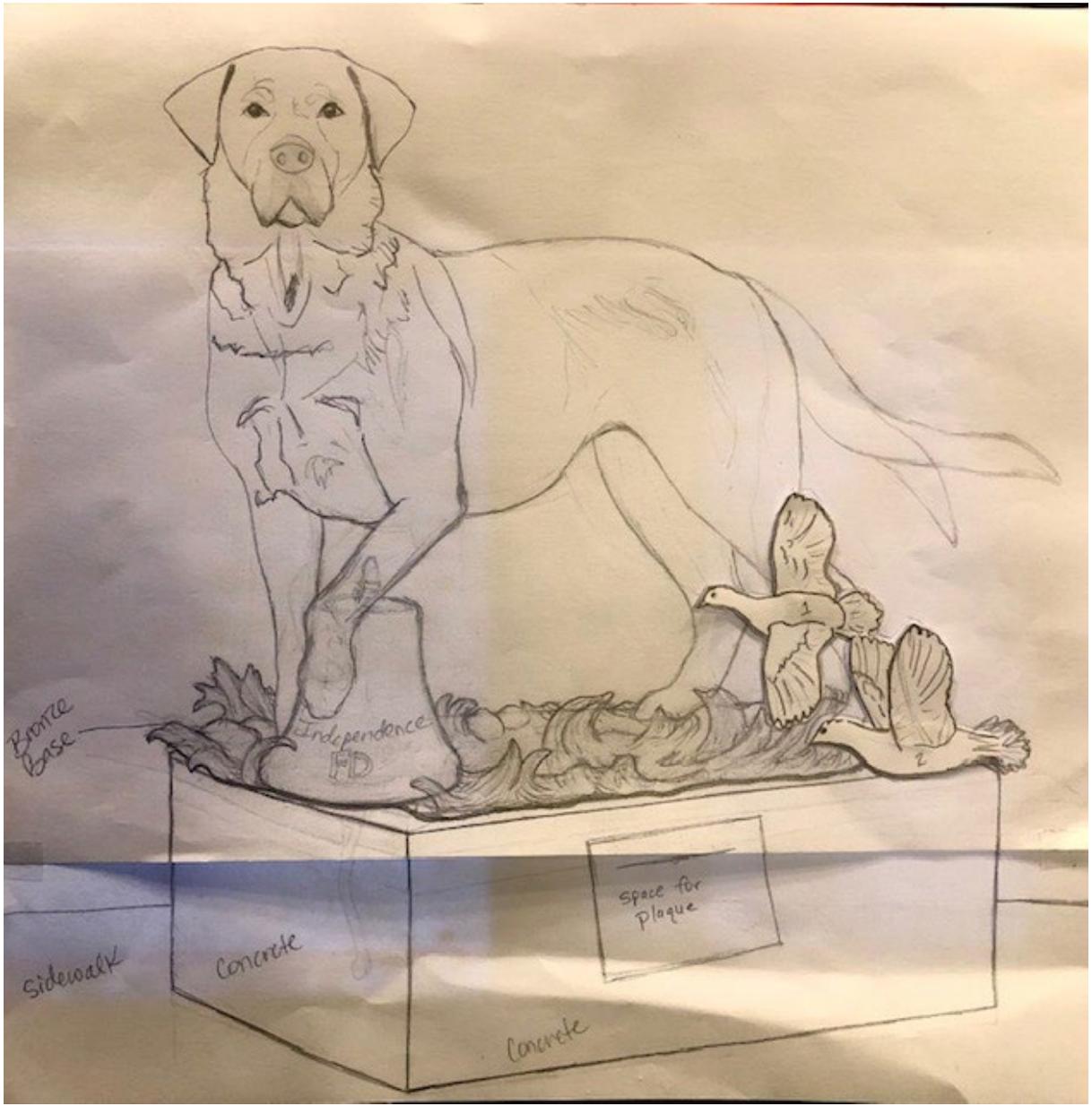
Here is the design layout. Below the bronze base I added a concrete block like the other statues have. Thinking it would be nice to have him 2 feet higher than the ground. (Concrete base is separate and we can talk about that later, let me know what you think)

**Dimensions:**

The bronze base would be about 3 feet long with a possible tail overhang of 8 inches.  
Base 19 inches wide at widest part.  
Statue 3 feet tall. (Not including concrete base)  
Bronze Base 3" or so thick.

The Foundry is reassessing the changes I've made to the sculpture. I'm thinking we shouldn't go bigger on the base but I'll let you know soon.

Kristen



Bronze Base

Independence  
FD

Space for  
Plaque

Sidewalk

Concrete

Concrete



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**March 12, 2020**

**Department** Police

**Director Approval** Jerry Harrison

**AGENDA ITEM** Consider authorizing the placement of signs restricting parking to one side of Birch Street from 1<sup>st</sup> to Cement.

**SUMMARY RECOMMENDATION** Police department staff recommend a no-parking zone on the south side of Birch Street starting at 1<sup>st</sup> Street and going east to Wald. The no parking-zone will move to the north side of Birch going east from Wald on Birch to Topeka Street. From Topeka Street the no-parking zone will move to the south side of Birch going east to Cement.

**BACKGROUND** City staff received a parking complaint from a resident living on the 1000 block of E. Birch. The police department was asked to consider restricting on-street parking in the area.

A resident is complaining of traffic hazards created by vehicles parking on both sides of the street in the 1000 block of E. Birch. IPD staff surveyed the area and confirmed that only one vehicle at a time can travel through when cars are parked on both sides of the 700, 800, 900, and 1000 blocks of E. Birch. During the survey IPD staff located five different vehicles parking in manner that restricted travel to one lane. The survey was conducted at 3:10 pm. Staff estimates that after business hours traffic constriction increases.

City staff suggest alternating sides of the street with the no parking zone to accommodate residents that live across from a large vacant lot on the north side of the street. Another block has one house with a circle drive on the north side of the street while there are more houses with fewer parking opportunities on the south side of the street.

As measured on Pictometry the street is 25.7' wide in the 1000 block of E. Birch. The width of the street is too narrow to permit parallel, on-street parking on both sides. City Ordinance Sec. 102-116 Parking Restrictions on Narrow Streets gives the City Commission the authority to adopt parking restrictions on a case-by-case basis. The ordinance also specifies that the City has authority to restrict parking to one side of the street on streets that are 26 feet in width or less.

Following the National Association of City Transportation Officials (NACTO) Urban Street Design Guide lane width recommendations, parallel parking lanes should be 7-9 feet wide and travel lanes 10 feet wide. Parallel parking requires 14-18 feet of width for both sides of the street. This leaves 7.7-11.7 feet of lane-width for two directions of traffic. Restricting parking

on the south side of the street provides 16.7-18.7 feet of lane-width for two-way traffic. This will require the placement of at least ten “NO PARKING THIS SIDE OF STREET” signs.

**BUDGET IMPACT** \$1,000

**SUGGESTED MOTION** I move that we authorize the placement of signs restricting parking to one side of Birch Street from 1<sup>st</sup> Street to Cement Street.

**SUPPORTING DOCUMENTS**

1. Map showing proposed changes
2. NACTO Urban Street Design Guide
3. City Ordinance Sec. 102-116
4. Picture of parking in the area



E Poplar St

S 1st St

S Wald St

Earl St

Topeka St

Valley St

Cement St

NO  
PARKING  
THIS SIDE  
OF  
STREET

Birch St

S 1st St

Fountain St

S Wald St

Earl St

Cement St

NO  
PARKING  
THIS SIDE  
OF  
STREET

S 1st St

Fountain St

Earl St

E Hill St

(<https://nacto.org/>)



# National Association of City Transportation Officials (<https://nacto.org/>)



## Urban Street Design Guide

GUIDE NAVIGATION ▾

(<https://nacto.org/publication/urban-street-design-guide/>)

PURCHASE GUIDE ([HTTP://ISLANDPRESS.ORG/URBAN-STREET-DESIGN-GUIDE](http://islandpress.org/urban-street-design-guide))



## Lane Width

The width allocated to lanes for motorists, buses, trucks, bikes, and parked cars is a sensitive and crucial aspect of street design. Lane widths should be considered within the assemblage of a given street delineating space to serve all needs, including travel lanes, safety islands, bike lanes, and sidewalks.

Each lane width discussion should be informed by an understanding of the goals for traffic calming as well as making adequate space for larger vehicles, such as trucks and buses.



([https://nacto.org/wp-content/themes/sink\\_nacto/views/design-guides/retrofit/urban-street-design-guide/images/lane-width/lane-width-existing.png](https://nacto.org/wp-content/themes/sink_nacto/views/design-guides/retrofit/urban-street-design-guide/images/lane-width/lane-width-existing.png))

**Existing**



**Existing**



**Redesign**

Lane widths of 10 feet are appropriate in urban areas and have a positive impact on a street's safety without impacting traffic operations.



([https://nacto.org/wp-content/themes/sink\\_nacto/views/design-guides/retrofit/urban-street-design-guide/images/lane-width/carousel//SFCTA.jpg](https://nacto.org/wp-content/themes/sink_nacto/views/design-guides/retrofit/urban-street-design-guide/images/lane-width/carousel//SFCTA.jpg))

## Discussion

Travel lanes are striped to define the intended path of travel for vehicles along a corridor. Historically, wider travel lanes (11–13 feet) have been favored to create a more forgiving buffer to drivers, especially in high-speed environments where narrow lanes may feel uncomfortable or increase potential for side-swipe collisions.

Lane widths less than 12 feet have also historically been assumed to decrease traffic flow and capacity, a claim new research refutes.<sup>1</sup>

### + More Info

*The measured saturation flow rates are similar for lane widths between 10 feet and 12 feet...Thus, so long as all other geometric and traffic signalization conditions remain constant, there is no measurable decrease in urban street capacity when through lane widths are narrowed from 12 feet to 10 feet.*

Appendix A-P, p. A152, Florida Department of Transportation (2007). Appendix A-P and Appendix Q

(/docs/usdg/conserved\_by\_bicycle\_fl\_dot.pdf). Conserve By Bicycle Program Study Final Report. Tallahassee, FL: FDOT.

The relationships between lane widths and vehicle speed is complicated by many factors, including time of day, the amount of traffic present, and even the age of the driver. Narrower streets help promote slower driving speeds which, in turn, reduce the severity of crashes. Narrower streets have other benefits as well, including reduced crossing distances, shorter signal cycles (./signal-cycle-lengths), less stormwater, and less construction material to build.

#### Wider travel lanes are correlated with higher vehicle speeds.

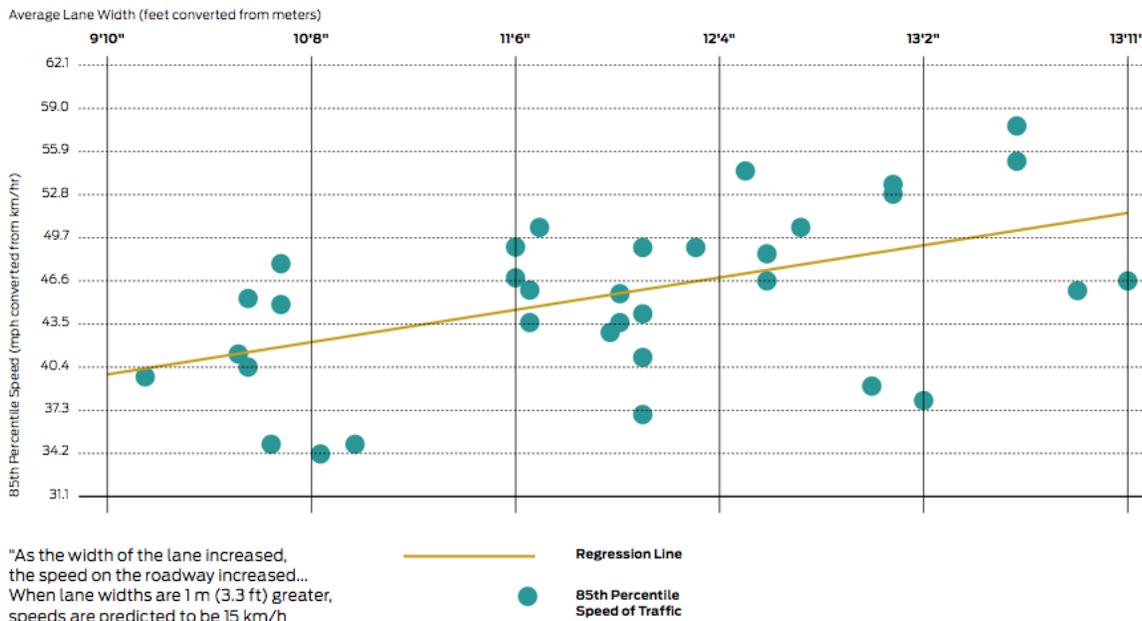


Chart source: Fitzpatrick, Kay, Paul Carlson, Marcus Brewer, and Mark Wooldridge. 2000. "Design Factors That Affect Driver Speed on Suburban Streets." *Transportation Research Record* 1751: 18–25.

([https://nacto.org/wp-content/themes/sink\\_nacto/views/design-guides/retrofit/urban-street-design-guide/images/lane-width/wider-travel-lanes-graph.png](https://nacto.org/wp-content/themes/sink_nacto/views/design-guides/retrofit/urban-street-design-guide/images/lane-width/wider-travel-lanes-graph.png)) Wider travel lanes are correlated with higher vehicle speeds.

For multi-lane roadways where transit or freight vehicles are present and require a wider travel lane, the wider lane should be the outside lane (curbside or next to parking). Inside lanes should continue to be designed at the minimum possible width. Major truck or transit routes through urban areas may require the use of wider lane widths.

Lane widths of 10 feet are appropriate in urban areas and have a positive impact on a street's safety without impacting traffic operations. For designated truck or transit routes, one travel lane of 11 feet may be used in each direction. In select cases, narrower travel lanes (9–9.5 feet) can be effective as through lanes in conjunction with a turn lane.<sup>2</sup>

#### Optional

2 Parking lane widths of 7–9 feet are generally recommended. Cities are encouraged to demarcate the parking lane to indicate to drivers how close they are to parked cars. In certain cases, especially where loading and double parking are present, wide parking lanes (up to 15 feet) may be used. Wide parking lanes can serve multiple functions, including as industrial loading zones or as an interim space for bicyclists.

3 For multi-lane roadways where transit or freight vehicles are present and require a wider travel lane, the wider lane should be the outside lane (curbside or next to parking). Inside lanes should continue to be designed at the minimum possible width. Major truck or transit routes through urban areas may require the use of wider lane widths.

2-way streets with low or medium volumes of traffic may benefit from the use of a dashed center line with narrow lane widths or no center line at all. In such instances, a city may be able to allocate additional right-of-way to bicyclists or pedestrians, while permitting motorists to cross the center of the roadway when passing.

+ More Info



([https://nacto.org/wp-content/themes/sink\\_nacto/views/design-guides/retrofit/urban-street-design-guide/images/lane-width/carousel/driver\\_over\\_ctr\\_line.jpg](https://nacto.org/wp-content/themes/sink_nacto/views/design-guides/retrofit/urban-street-design-guide/images/lane-width/carousel/driver_over_ctr_line.jpg)) Location: Elmore, OH

### Recommended

Lanes greater than 11 feet should not be used as they may cause unintended speeding and assume valuable right of way at the expense of other modes.

+ More Info

This includes the use of wide outside lanes for bicyclist accommodation. Wide outside lanes are not an effective means of accommodating bicyclists in urban areas.

Restrictive policies that favor the use of wider travel lanes have no place in constrained urban settings, where every foot counts. Research has shown that narrower lane widths can effectively manage speeds without decreasing safety, and that wider lanes do not correlate to safer streets.<sup>3</sup> Moreover, wider travel lanes also increase exposure and crossing distance for pedestrians at intersections and midblock crossings.<sup>4</sup>

See Crosswalks (../crosswalks-and-crossings/)

+ More Info

Many transit agencies require that jurisdictions stripe lanes of 12-14 feet for safe operation. These policies are counter to the municipality's larger safety goals and may result in speeding by when these lanes are not in use by transit vehicles.

Use striping to channelize traffic and demarcate the road for vulnerable users.

+ More Info



([https://nacto.org/wp-content/themes/sink\\_nacto/views/design-guides/retrofit/urban-street-design-guide/images/lane-width/carousel/SFCTA.jpg](https://nacto.org/wp-content/themes/sink_nacto/views/design-guides/retrofit/urban-street-design-guide/images/lane-width/carousel/SFCTA.jpg)) Location: San Francisco, CA: Striping should be used to delineate parking and curbside uses from the travel lane.

1 Lane width should be considered within the overall assemblage of the street. Travel lane widths of 10 feet generally provide adequate safety in urban settings while discouraging speeding. Cities may choose to use 11-foot lanes on designated truck and bus routes (one 11-foot lane per direction) or adjacent to lanes in the opposing direction.

Additional lane width may also be necessary for receiving lanes at turning locations with tight curves, as vehicles take up more horizontal space at a curve than a straightaway.

See Corner Radii (../corner-radii)

Wide lanes and offsets to medians are not required, but may be beneficial and necessary from a safety point of view.

### Footnotes

#### + More Info

1. Theo Petrisch, "The Truth about Lane Widths," The Pedestrian and Bicycle Information Center, accessed April 12, 2013, <http://www.bicyclinginfo.org/library/details.cfm?id=4348> (<http://www.bicyclinginfo.org/library/details.cfm?id=4348>).
2. Research suggests that lane widths less than 12 feet on urban and suburban arterials do not increase crash frequencies.  
Ingrid Potts, Douglas W. Harwood, and Karen R. Richard, "Relationship of Lane Width to Safety on Urban and Suburban Arterials (/docs/usdg/lane\_width\_potts.pdf)," (paper presented at the TRB 86th Annual Meeting, Washington, D.C., January 21–25, 2007).

Relationship Between Lane Width and Speed, (Washington, D.C.: Parsons Transportation Group, 2003), 1–6.

3. Eric Dumbaugh and Wenhao Li, "Designing for the Safety of Pedestrians, Cyclists, and Motorists in Urban Environments (/docs/usdg/designing\_safety\_of\_ped\_cyclists\_and\_motorists\_dumbaugh.pdf)." Journal of the

American Planning Association 77 (2011): 70.

Previous research has shown various estimates of relationship between lane width and travel speed. One account estimated that each additional foot of lane width related to a 2.9 mph increase in driver speed.

Kay Fitzpatrick, Paul Carlson, Marcus Brewer, and Mark Wooldridge, "Design Factors That Affect Driver Speed on Suburban Arterials (/docs/usdg/design\_factors\_that\_affect\_driver\_speed\_fitzpatrick.pdf)": Transportation Research Record 1751 (2000):18–25.

Other references include:

Potts, Ingrid B., John F. Ringert, Douglas W. Harwood and Karin M. Bauer. Operational and Safety Effects of Right-Turn Deceleration Lanes on Urban and Suburban Arterials. Transportation Research Record: No 2023, 2007.

Macdonald, Elizabeth, Rebecca Sanders and Paul Supawanich. The Effects of Transportation Corridors' Roadside Design Features on User Behavior and Safety, and Their Contributions to Health, Environmental Quality, and Community Economic Vitality: a Literature Review (/docs/usdg/effects\_transportation\_corridors\_macdonald.pdf). UCTC Research Paper No. 878. 2008.

- 4. Longer crossing distances not only pose as a pedestrian barrier but also require longer traffic signal cycle times which may have an impact on general traffic circulation.

Street Design Elements

(<https://nacto.org/publication/urban-street-design-guide/street-design-elements/>) (<https://nacto.org/publication/urban-street-design-guide/street-design-elements/sidewalks/>)

Sidewalks

design-guide/street-design-elements/sidewalks/

Adapted from the Urban Street Design Guide, published by Island Press.

## References

Urban Street Design Guide

• Lane Width

•

•

Keyword

SEARCH REFERENCES

## About NACTO

(<https://nacto.org/about/>)

## **Designing Cities 2017: Chicago**

(<https://nacto.org/conference/designing-cities-conference-chicago-2017/>)

### **Training and Workshops**

(<https://nacto.org/training-and-workshops/>)

## **Urban Street Design Guide**

(<https://nacto.org/publication/urban-street-design-guide/>)

Sec. 102-116. - Parking restrictions on narrow streets.

In order to ensure that all city streets and highways will have a minimum of 12 feet of clearance which is required for emergency vehicle use for public safety reasons, the governing body of the city shall have authority to restrict parking on streets and highways in the city pursuant to the guidelines set forth:

- (1) On streets or highways that are 26 feet in width or less, measured curb to curb, the governing body may impose a parking restriction designating no parking on one side of the road or highway.
- (2) On streets or highways that are less than 24 feet in width or less, measured curb to curb, the governing body may impose a parking restriction designating no parking on one side of the road or highway, or no parking on both sides of the street or highway.

The governing body of the city shall have authority to adopt parking restrictions on a case-by-case basis consistent with this ordinance.

To the extent that there may be provisions contained in the standard traffic ordinance published by the League of Kansas Municipalities and adopted by the city for use in municipal court prosecutions which are in conflict with this ordinance, (such as current sections 90 and 91), whether now in existence or as may be adopted in the future, then the provisions of this ordinance shall prevail and control.

(Ord. No. 4131, §§ 1—5, 9-13-12)





January 6, 2020

Electrical Board Minutes – January 06, 2020 Meeting

Call to Order: Kenny Evans

Present: Rick Kiister, Kenny Evans, Dennis Royer, and Rick Howard

Absent: Travis Blankinship

Approval of Minutes: Review of the November 11, 2019 minutes. Motion to approve Rick /  
Second Kenny. Yes – 4 No - 0

Old Business: Reviewed the approved ordinance update by the commission and discussion.  
Kenny would like to make some changes to the ordinance as follows:

“(b) The 2011 edition of the National Electric Code as adopted is modified to include the following provisions:

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

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

(3) Commercial buildings being remodeled more than {50}% require an electrical service and wiring upgrade throughout the building.

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

Kenny asked to table this until the February meeting so Travis can have some input.

New Business:

- CEU requirements – Board reviewed the attached Ordinance and discussed it.



*"Delivering Excellence"*

Motion: Kenny Evans – I move to pass the Ordinance and present it to the commission for approval. Second: Rick Howard Yes – 4 No - 0

Maintenance Work Discussion was held about a general maintenance / janitor employee and doing some minor electrical work in the City of Independence. David informed the board that I was working on this and would have it on the agenda soon.

Cement Street New Service – David discussed a house on Cement street that did their own new service on Christmas Eve. They have temporary power at this time. Electrical Board discussed that the Building Inspector should be contacted at the time of the incident vs. Everyg waiting until after Christmas as they are assuming a lot of liability. David will issue a Notice of Violation and work with Everyg to get the meter set inspected and service done correctly.

Discussion of buildings in the downtown Fire District and the issue of the brewery building having romex in the upstairs apartments. Board feels the Building Department must enforce the codes and bring those type of issues before the Electrical Board.

Adjournment: Motion Rick Howard Second – Kenny Evans Motion passed 4/0

*Kenny Evans* *03/02/2020*

David Cowan, Bldg Inspector/Secretary

# **Economic Development Advisory Board Meeting Minutes**

February 4, 2020

## **I. Call to order**

Chair Chuck Goad called to order the regular meeting of the Economic Development Advisory Board at 3:30 PM on February 4, 2020 at Memorial Hall.

## **II. Roll call**

The following members were present:

Chair Chuck Goad (3-0)  
Vice-Chair Wayne Stephany (3-0)  
Secretary Tony Royse (3-0)  
Lori Kelley (3-0)  
Jason Curtis (3-0)  
Paul Yaroslaski (2-1)  
Lisa Wilson (Ex-Officio)  
Tabatha Snodgrass (Ex-Officio)

The following members were absent:

Jim Correll (2-1)  
Trisha Purdon (Ex-Officio)

The following staff were present:

Assistant City Manager Kelly Passauer  
Finance Director Lacey Lies

## **III. Approval of minutes from last meeting**

*A motion was made by Vice-Chair Wayne Stephany to approve the minutes from the January 7, 2020 meeting, which was seconded by Secretary Tony Royse. The motion passed unanimously.*

## **IV. Items for Discussion**

- a) Review development prospect form prepared by a Subcommittee consisting of Jason Curtis, Vice-Chair Wayne Stephany, Tabitha Snodgrass, Trish Purdon, Lisa Wilson and David Cowan.

It was noted that David Cowan was not involved in the subcommittee meeting. Chair Chuck Goad asked the Jason Curtis to schedule another meeting and ensure that David Cowan is involved so that he can provide the

information the City needs included on the form. Lori Kelley stated that the first page should be general, with the second page requesting more detailed information. Assistant City Manager Kelly Passauer stated that the information needed to include the proposed use, type of project (new construction or rehabilitation of an existing structure), etc. Vice-Chair Wayne Stephany stated that the form should not be too complex.

- b) Review letter from Indy Brew Works specifying the use of money requested, and the recommendation to the Commission.

Chair Chuck Goad passed out a memo recommendation for consideration. Lacey Lies suggested making a modification regarding sales and liquor taxes.

*A motion was made by Paul Yaroslaski to approve the memorandum with the modification suggested by Lacey, seconded by Secretary Tony Royse. Motion carried unanimously.*

Assistant City Manager advised the group that the Commission would be discussing Sunday sales of alcohol at an upcoming Commission meeting.

- c) Review of Business Incentive Program Policy.

- (i) Review policy developed by MCAC.
- (ii) Consider developing policies for health care incentives (per the Community Based Strategic Plan).

Secretary Tony Royse reviewed a memo that he had prepared regarding the incentive policy. He further stated that if the City wanted a new business in town, they have to be ready to lay some cash down. Finance Director Lacey Lies stated that she thought this group was to put together a policy establishing guidelines that they can work within. Secretary Tony Royse stated that each item needs to be approved by the Commission. Vice-Chair Wayne Stephany suggested setting a threshold. Finance Director Lacey Lies stated that this is what the policy would do. Chuck Goad stated that most policies target a certain level of activity; and one to two employees may not generate enough activity to warrant incentives. Secretary Tony Royse stated that if a business locates downtown that is one less empty building, if no incentives are offered because it is one or two people they will go elsewhere. Chuck Goad stated that employees have always been a benchmark, but we may need other benchmarks. Lori Kelley stated different types of business may not be equal and compared selling semi's to selling Avon two days a week downtown in a storefront. Chuck Goad stated that we may wish to move away from the compensation per job, but make it a model based on multiple factors, not just employees and target certain

types of businesses. He further stated that the City should be able to make its own decisions to be able to target the type of businesses desired. Lori Kelley suggested having a chart which indicates a starting point for grant funds and give testimonies to entice people to do it. Chuck Goad suggested having a disclaimer that would give some leeway based on qualifications and making sure that the City is not committed in order to spread the dollars in the wisest way. He further stated that formulas could be broken out into appendixes that can be updated as needed. Finance Director Lacey Lies asked if he was talking about taking out the amount per job. Chuck Goad asked how you know that small industrial business is worth \$1,000 per job. Finance Director Lacey Lies asked if we need less of a policy, but more of a procedure. Paul Yaroslaski suggested that it could say up to \$1,500 per job. Secretary Tony Royse said the more information you have available the better. Vice-Chair Wayne Stephany mentioned negotiation, and once you have the dialog you will need to have limits and it is give and take. He further stated that you need to make sure you are getting your money's worth. Chuck Goad stated that you can't measure based on number of jobs, some are viable, and some are not. Assistant City Manager Kelly Passauer stated that Trisha was needing a dollar amount to submit proposals on the City's behalf, such as she does for the County and other cities within the County, and the policy would establish that. Chuck Goad will work on the policy and bring back to the group.

d) Discussion of Cost Benefit Analysis.

Chair Chuck Goad reviewed a sample cost benefit analysis. He indicated that City staff and others could be trained to prepare the cost benefit analyses in-house for \$1,000 or less.

*Vice-Chair Wayne Stephany moved to recommend the Commission authorize spending up to \$1,000 for cost benefit analysis training, Secretary Tony Royse seconded. Motion carried.*

e) Open issue/summary of discussion

## V. Reports

a) Update on Strategic Planning Retreat held on January 15, 2020.

Assistant City Manager Kelly Passauer went over the strategic planning retreat held recently with the Commission and City staff.

b) Demonstration of Beta Dashboard for the Community Based Strategic Plan.

Assistant City Manager Kelly Passauer demoed the Beta Dashboard for the Community Based Strategic Plan.

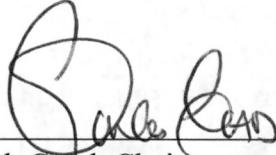
c) Other

Lori Kelley talked about the wayfinding sign contest and asked for support of the Economic Development Advisory Board. Chuck Goad indicated that they supported it but felt a separate committee should facilitate the project.

**VI. Adjournment**

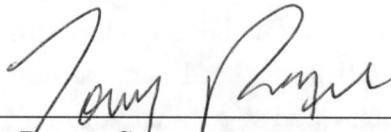
*A motion was made by Paul Yaroslaski, seconded by Lori Kelley. Motion carried.*

Minutes approved by:



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Chuck Goad, Chair



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Tony Royse, Secretary

**MINUTES**  
**Independence Planning Commission**  
**Independence Board of Zoning Appeals**  
**Tuesday, February 4, 2020**  
**Veterans Room Memorial Hall 5:30 p.m.**

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**Call to Order – Welcome Kendall Neill**

The Planning Commission meeting was called to order by Chair Andy McLenon. New member Kendall Neill was welcomed, and each member introduced themselves.

**Planning Commissioner Present**

Mary Jo Meier, Steve McBride, Barb Emert, Michelle Anderson, Tony Royse, Kendall Neill, Brent Littleton (outside), Andy McLenon (outside), and Lisa Richard.

**Planning Commissioners Absent**

None

**Staff Present**

Kelly Passauer, Assistant City Manager/Zoning Administrator, and Jeff Chubb, City Attorney

**Minutes**

- a. Consider approving minutes of the January 7, 2020 meeting.

*Mary Jo Meier made a motion to approve the minutes of the January 7, 2020 meeting, Tony Royse seconded the motion. The motion carried 8-0. Member Brent Littleton was not yet in attendance during this vote.*

**Visitors**

Brianne Ford, Jennifer Humphries, Mary Wilson, Jim Papen, Lisa Wilson, Tonda Lawrence, Jeff Clark, Diane Clark, Paige Pierce, Charlotte Caflisch, Leonhard Caflisch.

**Planning Commission**

- b. Public hearing to consider a text amendment to Appendix B-Zoning of the City Code including, but not limited to:
  1. Article IV. Rules and Definitions.
  2. Appendix A. “Listing of Permitted and Conditional Uses” including, but not limited to “Orphanages” and other new additional use(s).

The following staff report was reviewed:

On January 7, 2020 the Planning Commission initiated a public hearing to consider a text amendment that would add “*Children’s Home*” into the permitted and conditional use table which would be a permitted use in an R-5 zone, and a conditional use in the R-3 and R-4 Zones.

As stated in the staff report from your last meeting, this request was initiated by someone wishing to open a “Group Boarding Home” as defined by DCF which means “*Twenty-four hour nonsecure care for five to ten children between the ages of infancy to 16 years of age.*” The individual that contacted staff indicated that they would have five to eight children in foster care ranging in ages from 8 to 18 years of age. Staff found on another DCF document that “*Facilities providing services to children age 16 and older only do not require a license*” so I anticipate that is why the previous DCF definition only addresses children 16 and younger. The individual stated they will have an in-house manager and that the requestor will not live in the house.

City code 1604.2 provides the following regarding text amendments:

*1604.1. Recommendations:* Upon the conclusion of the public hearing the planning commission shall prepare and adopt its recommendations and shall submit the same, together with a record of the hearing thereon, to the governing body. Said recommendation may be for approval, disapproval or approval in part and reasons for the recommendations shall be included as appropriate.

*1604.2. Amendments to text:* When a proposed amendment would result in a change in the text of these regulations but would not result in a change of zoning classification of any specific property, the recommendation of the planning commission shall contain a statement as to the nature and effect of such proposed amendment and determinations as to the following items:

- a. Whether such change is consistent with the intent and purpose of these regulations;
- b. The areas which are most likely to be directly affected by such change and in what way they will be affected; and
- c. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts or other social economic conditions in the areas and zoning districts affected.

In order to allow their request, the options are:

1. Classify their requested use as an orphanage and require rezoning to R-5 which is the only permitted zoning district for an orphanage.
2. Approve a text amendment to modify the permitted and conditional uses to more accurately reflect the use requested. If approved, a definition of “Children’s Home” should be added to Article IV. Rules and Definitions.

If a text amendment is ultimately approved by the Commission, it would still require the applicant to go through the conditional use permit process, which is similar to the rezoning process. The conditional use permit could address concerns such as the number of children, maximum ages, etc. The City Attorney has advised that the applicant may proceed with their request at the same meeting as the text amendment as long as the text amendment is heard before the request for rezoning and/or a conditional use permit. Therefore, the applicant did submit a rezoning application which will be considered later on this agenda.

It should be noted that staff is cognizant of the need for foster care and is also supportive of local business opportunities that will bring additional jobs to the community. The City currently requires conditional use permits for daycares, so requiring a conditional use permit and/or rezoning for the requested use would not be out of line with the current code and would ensure that our zoning codes are consistent and fair to all.

If the Planning Commission wishes to approve adding “*Children’s Home*” into the permitted and conditional use table which would be a permitted use in an R-5 zone, and a conditional use in the R-3 and R-4 zones, then it is recommended that the following determinations be included in the motion:

- a. That such change is consistent with the intent and purpose of these regulations;
- b. That the areas which are most likely to be directly affected by such change will include the R-3 and R-4 zones which will allow children’s homes with a conditional use permit which does provide an opportunity for property owners within the notification area to voice any concerns to both the Planning Commission and City Commission prior to approval;
- c. The proposed amendment is made necessary because of new planning concepts in the R-3 and R-4 zones as it relates to a shortage of available foster care for children.

In addition, if the Planning Commission wishes to approve this request, the following definitions should be added to Article IV. Rules and Definitions:

*Children's Home: Any place, home or institution providing twenty-four hour nonsecure care licensed by the state for five or more children under the age of 18 years for compensation in which such children are under the custody of a state agency; provided, however, this definition shall not include children placed in family care in a family foster home, public and private schools organized, operated or approved under the laws of the state, children related by blood or marriage to the provider, caring for children within an institutional building while their parents or legal guardians are attending services, meetings or classes or engaged in church activities.*

*Family Foster Home: A childcare facility that is a private residence, including any adjacent grounds, in which the resident(s) provide family care for 24 hours a day for one or more children in foster care and for which a license is required by the State of Kansas.*

The above definitions were written to ensure that rezoning or conditional use permits would not apply to a family that serves as foster parent(s) in the home the foster parent(s) reside in.

**Suggested Motion:**

***I move to recommend a text amendment adding "Children's Home" into the permitted and conditional use table as a permitted use in an R-5 zone, and a conditional use in the R-3 and R-4 zones based on the determinations included in the staff report; and adding definitions for "Children's Home" and "Family Foster Home" as prepared by staff.***

The public hearing was opened by Chair Andy McLenon. Christina Folk started to speak about the rezoning at 517 S. 4<sup>th</sup> Street which is to be covered in the next agenda item. She was advised that this was a text amendment that did not pertain specifically to that property. Being no other comments were made, the public hearing was closed.

Tony Royse asked if this would automatically allow anyone to come in. Assistant City Manager advised if the text amendment was approved for a conditional use permit, then only in the R-5 district where an orphanage is already permitted. A conditional use permit would be required in the R-3 and R-4 zone if staff's recommendation was approved.

***Tony Royse moved to deny the text amendment, Steve McBride seconded the motion. The motion was not carried as Tony Royse and Steve McBride voted Aye, and the remaining board members voted Nay. The motion did not carry with a vote tally of 2 in favor and 6 against.***

***Lisa Richard recommended approving the text amendment, seconded by Barb Emert. The motion carried 6-2. Member Brent Littleton was not yet in attendance during this vote.***

- c. Public hearing to consider a request to rezone a tract of land located at 517 S. 4st Street from R-3, low density multifamily dwelling district to R-5, high density multifamily district and/or a conditional use permit for an “Orphanage” or other new additional use(s).

The following staff report was provided:

**Rezoning**

***Summary:***

The Planning and Zoning Commission received a request from property owner Brianne Ford to rezone a tract of land from R-3, low density multifamily residential district to R-5, high density multifamily district and/or a conditional use permit for an “orphanage” or other new additional use at 517 S. 4<sup>th</sup> Street.

The legal description is: Lot 3, Out lot 26, Wood Brothers Subdivision to the City of Independence, Montgomery County, Kansas.

***Description of the Tract:***

The area requested to be rezoned consists of a 14,000 square foot tract (.32 of an acre). This lot lies in the southeast portion of the City. The lot contains one residential home.

***Zoning and Uses of Property Nearby:***

The property directly north, east and west is zoned R-3, low density multifamily, while the property to the south is zoned R-2, single family.

***Character of the Neighborhood:***

The area generally consists of single and multifamily residential.

***Suitability of the Subject Property for the Uses to which it has been Restricted:***

The property under consideration is currently zoned for low density multifamily residential. The property is suitable for the present residential use classification.

***Length of Time the Property has Remained vacant as Zoned:***

The property is not a vacant lot as it contains a two-story 2,722 square foot residential structure.

***Extent to which Removal of Restrictions will Detrimentially affect Nearby Property:***

Efforts should be taken to minimize any negative impacts on adjoining residential properties.

***Relative Gain to the Public Health, Safety and Welfare by the Destruction of the Petitioner's Property as Compared to the Hardship Imposed upon the Individual Landowners:***

Denial of the proposed rezoning will impact the proposed owner's use of the property as it will not allow them to open a facility to care for foster children.

***Conformance with the Comprehensive Plan:***

*Housing Goal – To provide decent and affordable housing for present and future populations of Independence while preserving and improving existing residential areas.*

*Objective H1 – Maintain or upgrade the condition and particular residential character of existing neighborhoods and residential areas.*

*Objective H3 – To provide adequate amounts of multiple family housing in suitable locations.*

*Policy H12 – Rehabilitation and upgrading of houses shall be encouraged in older areas of the City.*

Rezoning to R-5, high density multifamily would not be consistent with Objective H3 regarding a suitable location for high density multifamily. However, the actual use as proposed would be consistent with the above housing goal, objectives and policy of the comprehensive plan. The 1982 general development plan map recommends this area be developed as residential.

***Staff Recommendation***

Rezoning this lot to R-5 would not fit the character of the neighborhood and would create a spot zone. Also, the intended use of the property by the applicant for up to five children does not match the intent of the R-5 high density multi-family district. Staff's recommendation is to deny the rezoning to R-5.

**Suggested Motion:**

*I move to recommend denying a request to rezone a tract of land located at 517 S. 4<sup>th</sup> Street from R-3, low density multifamily dwelling district to R-5, high density multifamily district.*

**Conditional Use Permit**

The zoning ordinance in section 901.1 (page 87) describes the purpose of a conditional use as:

“...those types of uses which are considered by the City to be essentially desirable, necessary or convenient to the community but which by their nature or in their operation have:

- 1) *a tendency to generate excessive traffic,*
- 2) *a potential for attracting a large number of persons to the area of the use thus creating noise or other pollutants,*
- 3) *a detrimental effect on the value of potential development of other properties in the neighborhood, or*
- 4) *an extraordinary potential for accidents or danger to the public health or safety.*

*Such conditional uses cannot be allowed to locate as a ‘right’ on any parcel of land within certain districts without consideration of existing conditions at the proposed locations and of properties neighboring the specific site considered, nor without adequate and sufficient safeguards, when necessary, to lessen the impact of adverse effects.”*

***Staff Report***

The Planning Commission has the authority to place additional conditions on the site that they deem necessary to protect the best interests of the City, the surrounding property and to achieve the objectives of the ordinance.

In considering those types of uses which may be desirable, necessary or convenient to the community, the Commission should review and make recommendations based in part on 901.1.

Additionally, the decision of the Planning Commission to recommend approval or denial of the proposed conditional use shall be based on the following criteria (902.2):

- a. The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitation.

- b. The proposed conditional use at the specified location will contribute to and promote the welfare or convenience of the public.
- c. The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.
- d. The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate use of the neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:
  - 1. The location, nature and height of buildings, structures, walls and fences on the site, and
  - 2. The nature and extent of landscaping and screening on the site.
- e. Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations (article VII).
- f. Adequate utility, drainage, and other such necessary facilities have been or will be provided.
- g. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.

***Action by the Planning Commission***

Any recommendations regarding a conditional use permit for the subject properties shall be based on Section 902.2 previously outlined in this report. After considering any public comments the Planning Commission may either approve or deny the requests. If the requests are approved the applicants must be required to meet the conditions the Planning Commission wishes to require in order to operate the facility.

Following your action, the application and your recommendation will be forwarded to the City Commission at which time they will have 30 days to adopt, modify or deny the Planning Commission’s recommendation.

***Staff Recommendation***

If the text amendment in the previous agenda item is recommended, an alternative to rezoning would be to grant a conditional use permit for a “Children’s Home” at 517 S. 4<sup>th</sup> Street with the following conditions:

- 1. The facility shall be licensed by the state and shall meet all city, county and state requirements pertaining to operation, facilities, equipment and other features.
- 2. Off-street hard surfaced parking spaces shall be provided to accommodate one vehicle for each six beds. Any fraction shall be rounded up. Such parking shall meet the requirements of the Off-Street Parking and Loading Regulations.

3. A "hard surfaced" loading zone capable of accommodating one car for every ten occupants shall be provided in addition to the required parking spaces in order to provide for easy pickup and discharge of passengers.
4. Any visitors of the facility shall not block the alley or private drives.
5. The total occupant load shall be no greater than ten persons, including staff.
6. The maximum age of residents shall be 18.
7. The residents shall be from the local region serving Independence and classified as a child in need of care by the Kansas Department of Children and Family Services.
8. No occupants may be criminal offenders, juvenile delinquents and/or going through law enforcement proceedings.
9. The facility shall be operated in a manner that will not adversely affect other properties and uses in the area.
10. The facility shall provide a visual screen along all property lines abutting any residential use.
11. Said facility shall be allowed one sign, not to exceed 18 inches by 36 inches in dimension, which shall be attached to the house.
12. Outdoor storage of materials shall be permitted insofar as such materials or equipment are utilized as part of the facility operation.
13. The conditional use permit is not transferable to another property owner or to another location.
14. The applicants must be in compliance with all City codes and must continue to be in compliance with all City codes. This would include the requirement to acquire a City occupation license which must be renewed annually.

If any of the above conditions are not met the conditional use permit will no longer be valid.

The basis of staff's recommendation is that granting the conditional use permit is consistent with criteria "a through g" of Section 902.2 of the zoning code.

**Suggested Motion:**

***I move to recommend approving a conditional use permit for a Children's Home at 517 S. 4<sup>th</sup> Street with the conditions as recommended by City Staff.***

Chair Andy McLenon asked if any board members had a conflict of interest, in which none responded. The public hearing was opened. The applicant presented a PowerPoint presentation which is attached to these minutes.

Steve McBride asked if Dr. Ford would reside there, to which she replied that she would not as they would hire a house manager, and someone would be onsite 24 hours a day. Steve McBride asked if they would be trained in childcare, to which she replied they would. Steve asked where the kids would come from. Dr. Ford indicated from the southeast Kansas area. Lisa Richards asked about the turnover in staff. Dr. Ford stated that they plan to combat turnover issues by front loading training and providing a competitive wage. She stated in nursing you see a high turn over because they are in high demand. Lisa Richards asked about the turnover rate for the children, and Dr. Ford replied 3-5 months. Dr. Ford emphasized that the goal is to get the children back into their homes. Steve McBride asked if family members could visit their children. Dr. Ford stated that is DCF's decision, and sometimes they can have visitation and sometimes they cannot. She stated any visitation would be within a specified timeframe and would not be overnight.

Jim Bateman asked about typical behavior issues. Dr. Ford stated that the children are there for a reason, they do not have a criminal record, but you can expect typical teenage behavior. They may be agitated or frustrated, and they may not always get along. She further stated that kids that have not had an authoritative figure, they may not like that authority or structure and could rebel. Steve asked about the age range of the children. Dr. Ford replied that she would like 13-17 but would be licensed by DCF for 8-18. Dr. Ford replied that a CMA would be there at all times, and her husband will stop by every day, although he doesn't have to.

A neighbor who did not identify herself stated that she is a nurse and sometimes CMA's take their jobs seriously and some do not, there is a daycare next door that her son goes to, 7:30 AM until evening, and she was concerned about putting a group home for boys next door. Dr. Ford replied that she could live next door and have 5 teenage boys. The neighbor indicated this was different than kids who have lived in the same household their entire life. Dr. Ford stated that was a valid concern, but they need a place to live and she was concerned that the little kids have a place, and the big kids have no place. Jim Bateman asked the applicant if she would want this next to her and stated it would create different problems. Diane Clark stated that the yard is not big enough and asked about kids over age 16 that can drive. Dr. Ford indicated that they select their residents and they would prefer that they not allow them to drive with the freedom of coming and going. Diane Clark stated that they will want to drive, especially if they are 17 or 18. Diane further stated that there needs to be a place for them, just not in her backyard. She further stated she would be selling her house this Summer and was concerned this would affect potential sales.

Dr. Ford was asked what will happen if the boys get into a fight and she responded that was an issue, but she was not operating on hypotheticals. She stated zoning decisions should not be based on hypotheticals. Diane Clark stated that they needed to think about that.

Mr. Bateman asked Dr. Ford if there was a facility next door to her. Dr. Ford stated that she was selling her house in Kansas City and turning it into a facility like this. She stated this is not a secure facility and it's hard to operate on hypotheticals. She stated she understood their concerns, but it was hard to speak in concrete statements. She stated that she does not live next door to it, but that doesn't mean she is opposed to it.

Mr. Bateman asked about crime data and statistics. Dr. Ford replied she did not have that data and believed that having five kids in the neighborhood would not change any statistics. Mr. Bateman replied maybe not in Kansas City, but it would here.

Jennifer Humphreys asked about other cities in a similar setting. Dr. Ford stated that there was such a facility in Atchison, and it is working well.

Tonda Lawrence stated that she cannot fathom her 8 year old grandchild being in a home with an 18 year old, and was concerned for the daycare next door. She stated boys that get upset would fight and she did not want her 8 year old grandchild to witness two people in a choke hold. She also is concerned with her property taxes. She stated in her block on her side of the street a nice home has set empty for a year, and two directly across the street from her are sitting there empty. She stated that she is in education and she feels every child deserves a home and doesn't want to downgrade that at all. She further stated that there are elderly people in her neighborhood. She stated again her concerns about property taxes and homes not selling. She stated that they are in a quiet neighborhood and she can take her grandkids for a walk down the street. She asked Dr. Ford about young men with pending court cases, and if they get in trouble while in their care what happens. Dr. Ford stated that they can't stay there, but they will still be in the system. Tonda Lawrence further asked what happens if they break into cars and are living in the group home. Dr. Ford stated they cannot stay and will be discharged. Tonda Lawrence questioned if they would really do that. Dr. Ford replied they would not be allowed, and placement providers would make a discharge to secure housing. She stated the only way to stay in the home is not to have a juvenile record, and pending court cases would require the placement provider to find them new housing. Dr. Ford further stated that she is getting approved for ages 8-18, but that is a wide range and DCF will refer kids in a closer age range.

Brent Littleton asked about exterior monitoring. Dr. Ford stated that the outside and common living areas would be monitored, and she can tap into it on her phone. Steve McBride asked Dr. Ford if she had done this before, and Dr. Ford replied this is a new business venture for them. Lisa Richards asked if she would consider having two caretakers in the home. Dr. Ford replied she would, but DCF only requires 1-7, so up to 5. She stated there will be overlap in shifts at peak times, but not while in school. Steve McBride asked since she will not be residing here, if the children come out of trauma, who is going to deal with the school if they have a problem. Dr. Ford stated the House Manager will be staff for the day shift and also

on call 24/7. The house parent is responsible for driving and appointments. Steve McBride asked if they would have the authority to handle the situation.

Lisa Richards asked what improvements are being made to the property. She further asked about solid fencing between the group home and the daycare. Dr. Ford replied that they are making improvements internally but have had trouble finding a painter for the exterior. She further stated that they are hoping to do some exterior things, but the fence is not planned to be put up between them and their neighbor. Lisa Richards stated that there is a condition that is listed to provide a visual screen between property lines and that would be a requirement, it can be a fence. She asked Dr. Ford if she was opposed to the visual screen being a solid fence. Dr. Ford stated she was not opposed to it, and further stated as she works with DCF, the Fire Marshall, and zoning if they tell her to put a fence up, she will do that.

Kendall Neill asked about the 6 positions and if those people will live in Independence. Dr. Ford stated that they hoped to hire locally and use local vendors.

Leonhard Cafilisch spoke about the request for rezoning or a conditional use permit. He stated that; "Rezoning is long term effect of the property and once you do that you lose a lot of restrictions, the advantage of a conditional use permit is that it is limited to this one activity, as you have with other conditional use permits you can put conditions as Lisa recommended, with that conditional use permit Dr. Ford mentioned the age of kids and grouping and if they desire to increase the number they have to come back, I live at 600 S. 5th, my concern is changing the zoning and an apartment house can go there and you have no say. Once that becomes multi-family R-5, it's easier to get the property next door rezoned. The conditional use permit is my preference to see as it gives the City more control on the use of the property, I was concerned at first about safety and my neighbor was murdered and they never found who did it, my other neighbor was almost raped, our cars have been broken into, if the kids are there we know where to start looking, with monitoring of it something will be done a lot quicker. I had a Mustang that the windows were broken out and it cost me \$1,500. No one was ever identified as doing that. I hope that if this is granted with a conditional use permit, your house parent and husband make contact to monitor with the neighbors. I was concerned at first, with the conditional use permit and hearing the description of monitoring it, I feel comfortable, I am concerned with rezoning. I hope that is ignored and the conditional use permit is considered if that proceeds."

Assistant City Manager Kelly Passauer recommended that the rezoning be denied as the R-5 zone does not fit the character of this neighborhood.

Tony Royse moved to recommend denying a request to rezone a tract of land located at 517 S. 4th Street from R-3, low density multifamily dwelling district to R-5, high density multifamily district. Lisa Richards seconded the motion which carried 9-0.

Assistant City Manager Kelly reviewed the conditions recommended by staff for the conditional use permit.

Steve McBride wished to modify the age range to 8-16 and limit the number of kids to 5. Kendall Neill asked about siblings in different ages and not separating them. Steve McBride stated that they need to be careful and he was concerned about what happens after they leave. He said he dealt with this situation in his neighborhood, but they had criminal backgrounds so he wanted to make sure they provided the residents with a comfort level and cautioned to be careful of how it might be opened up. Kendall Neill suggested rewriting one of the conditions so that the total resident count shall not exceed 5.

City Attorney Jeff Chubb stated that they can make a requirement for electronic surveillance but didn't know if they can make that available.

Mary Jo reiterated that the following conditions be amended as follows:

- Condition #5 -- "The total number of residents cannot exceed five."
- Condition #10 -- "The facility shall provide a visual screen along all property lines abutting any residential use, such screening shall be a 6' privacy fence on the north property line."
- Condition #15 -- "Video surveillance would be required outside and in common areas, and made available to law enforcement upon request if there is no law that prohibits it."

Lisa Richards asked the City Attorney Jeff Chubb what happens if they do not meet the requirements. City Attorney Jeff Chubb stated that there would be due process, but they would most likely lose their license. Lisa Richards stated that she was concerned it is vague, and she is more interested in things the City is in control of. She asked what would allow the City to terminate the CUP if there is an issue, and she doesn't know that DCF would do the right thing and take care of it. City Attorney Jeff Chubb stated that if the condition is vague, we could beef that up with some suggested language from Kelly Passauer.

Mary Wilson stated that if you had five boys of your own, and a family that was not getting along or well supervised, there is a way to be over legislating.

Brent Littleton stated that if there was an incident, police would investigate it, there is due process the City attorney brought out. He further stated we are going to revoke the conditional use permit if they do not stay in line.

Lisa Richards stated that the conditions have to be specific enough on what they did wrong. She stated if there is excessive noise, dangerous traffic, criminal activity, among other problems, there is a need to make it more specific so staff can enforce it. She further stated that she has written many of these things and she felt it is not legally enforceable. Andy McLennon replied that without statistics they would just

be throwing numbers out there such as murder, vandalism, rape within the neighborhood. Lisa Richards reiterated that it needed to be more specific. Andy McLenon asked if the frequency go up because of the neighborhood and he did not want to be too prescriptive.

***Steve McBride moved to recommend approving a conditional use permit for a Children's Home at 517 S. 4th Street with the conditions as recommended by staff and amended by the Planning Commission as follows:***

- ***Condition #5 -- "The total number of residents cannot exceed five."***
- ***Condition #10 -- "The facility shall provide a visual screen along all property lines abutting any residential use, such screening shall be a 6' privacy fence on the north property line."***
- ***Condition #15 -- "Video surveillance would be required outside and in common areas, and made available to law enforcement upon request if there is no law that prohibits it."***

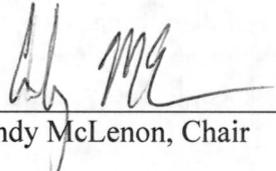
***Mary Jo Meier seconded the motion. The motion carried 8-1 with Tony Royse casting the dissenting vote.***

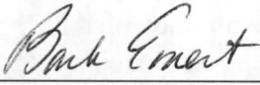
**Board of Zoning Appeals (Does not include outside City appointments)**

d. None.

**Adjournment**

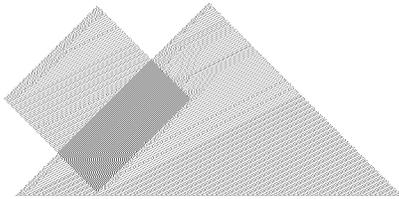
***Brent Littleton moved to adjourn the meeting, with Tony Royse seconding the motion, which passed 9-0.***

  
\_\_\_\_\_  
Andy McLenon, Chair

  
\_\_\_\_\_  
Michelle Anderson, Secretary  
(Vice-Chair)

# Delores Homes, LLC

Dr. Brianne Ford, Ph.D, RN, RAC-CT



Who are we?

- Our family owns Delores Homes Training Center
  - Private, non-profit, post-secondary
  - Offers training courses in CNA, CMA, CPR, and Phlebotomy
  - Average 200 students per year
    - On-site and online classes

[www.deloreshomes.com](http://www.deloreshomes.com)

# Who am I?



Registered nurse for 12 years



Doctorate in Nursing with an emphasis in gerontology



Taught technical education to high-risk teens for 4 years



Experienced in establishing small businesses



Color guard coach with high-risk teens for the last 5 years



Youth leader in high-risk area for the last 2 years

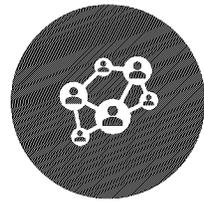


Recently the director of a nursing program working with at-risk adults

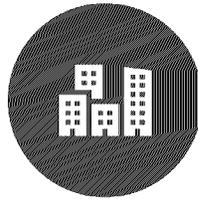
# Why Independence?



WELL-ESTABLISHED SMALL  
TOWN WITH OPPORTUNITIES  
FOR GROWTH



WE HAVE FAMILY  
CONNECTIONS TO  
INDEPENDENCE



AFFORDABLE REAL ESTATE



RESPECT FOR PERSONAL  
PROPERTY

# Our Proposal...

Establish Youth Residential Care II (YRC II)

5 Male Residents

Ages 8-18

Services

- Transportation
- Medication Administration
- Programming
- Primary Care Visits
- Supervision
- Extracurricular Activities
- Opportunities for Technical Education for teens

# Pros

Trained Professionals available 24 hours a day

1:5 Ratio for Staffing, which is lower than state requirement.

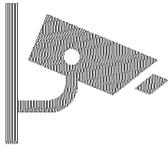
## Potential Partnerships

- School District
- Physician
- Dentistry
- Pharmacy
- Ophthalmology
- Therapy and Counseling Services
- Health and Wellness Professionals
- Youth Service Industries

## Healthcare Jobs

- 6 positions will be open for CMAs and CNAs

# Cons



## **Increased Traffic**

- We have dedicated parking on our property
- No more than 2 people on duty at one time
- The house is under video surveillance



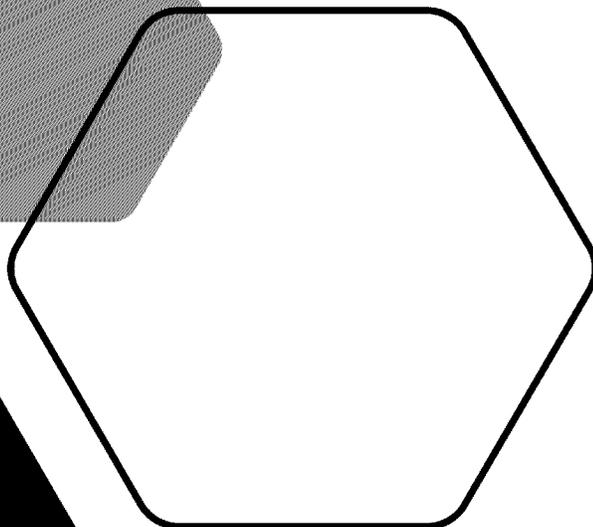
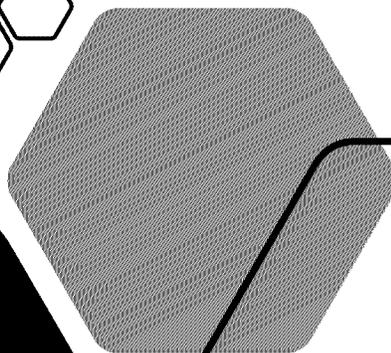
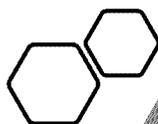
## **Good kids in bad situations**

- We do not accept kids with juvenile records or pending court cases.
- There is no shortage of kids who need a healthy and safe home environment

# Our Progress

- Application was submitted to DCF and came back with minor revisions
- School district was notified 90 days in advance as required
- Fire Marshall has approved our architect's drawings with minor revisions
- Background checks have cleared for the administrators
- Zoning is our final step

Our zoning  
request...

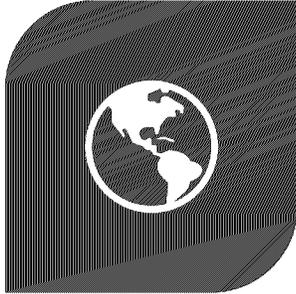


**We are  
requesting to  
rezone from R-3  
to R-5**

(Following the zoning laws for an orphanage)

If approved

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**PERFECT WORLD**

Identify Community Partners in  
March 2020

Hire Staff in March 2020

Open as early as April 2020,  
pending temporary license

# INDEPENDENCE USD #446 RECREATION COMMISSION

*Monthly Meeting February 19, 2020*

*Ash Youth Center*

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

## MEMBERS PRESENT:

Christy Mavers  
Ron Goins  
Tony Turner  
Joe Cooley

## OTHERS PRESENT:

Brent Julian  
Lori Bromley  
Jim Butts  
Nick McBride  
Galen Palmer

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

## ROUTINE

### **Agenda**

The agenda was amended to add D. Tree removal bids for soccer complex under III. Business/Finance. Tony Turner moved to approve the agenda as amended. Ron Goins seconded. Motion carried 4-0.

### **Minutes**

Ron Goins moved to approve the board minutes from the January 15, 2020 board meeting. Joe Cooley seconded. Motion carried 4-0.

### **Bills**

Tony Turner moved to approve the February 2020 bills and checks for payment in the amount of \$6,410.96 as well as the bills and employee benefits paid since the last board meeting in the amount of \$28,728.60. Ron Goins seconded. Motion carried 4-0.

### **Treasurer's Report**

Galen Palmer presented the following bank balances as of January 31, 2020: First Oak Bank – Checking: \$35,838.23; First Oak Bank – Petty Cash: \$500.00; and Equity Bank – Savings: \$93,718.55. Ron Goins moved to approve the treasurer's report as presented. Tony Turner seconded. Motion carried 4-0.

## PROGRAM/OPERATIONS

### **Maintenance Report**

Jim Butts reviewed and answered any questions the board had on the maintenance report. Ron Goins asked how the walk-thru at Riverside Beach went with city staff and Jim stated it went really well as they toured the facility including shower rooms, pump room etc. Jim stated that they city agreed to help replace a pump, strainer and valve as well as painting the shower rooms and a new large umbrella. Brent said that the meeting went well and now the bidding process will begin on the painting and

umbrella. Ron asked Jim if TLC had started the maintenance on the ball fields on Park St yet and Jim stated they had not.

### **Programs Report**

Nick McBride answered any questions the board had on the programs report. A discussion was held on the upcoming All-star basketball tournaments in Independence and Neodesha for the 5<sup>th</sup> & 6<sup>th</sup> grade boys and girls. Christy Mavers asked Nick about Co-ed volleyball and Nick stated they should begin that season around the end of March.

### **Director's Report**

Brent Julian answered any questions the board had on the director/aquatics report. A discussion was held on the upcoming summer activities such as swim team, swim lessons and tennis as well as the hiring and training of lifeguards.

## **BUSINESS/FINANCE**

### **Senior Dances Contract**

Brent informed the board that ICC West called and indicated that they plan to raise the rates of IRC's rental fees for senior dances to \$2,400 per year and would like IRC to sign a contract. Brent stated that IRC has funded the dances for seniors 55+ for several years now and they are held on two Friday evenings per month. Brent reached out to Nancy Boles' who is in charge of managing the dances, and Nancy stated they are still very successful and she hopes IRC will continue to support them. Brent stated that ICC West does not set up or clean up after the dances, that Nancy and her staff do all of it. Brent feels it is a good program and would like to keep it but feels like ICC doubling the rental fee is a little steep. Ron Goins suggested the board think about it and reach out to other community members for other possible options. Ron stated that Brent should pay for March fees if needed while a decision is made. The board agreed to table until the March meeting.

### **Ball field Turf Maintenance**

Brent presented the board with bids for ball field turf maintenance from both TLC and Michael Clarke. Brent stated that these bids include spraying and fertilizing turf for all seven ball fields. Brent stated that TLC does most of the mowing on the fields now and their bid came in at \$8,262 for the year and Michael Clarke came in at \$7,625. The board agreed that they would like to continue with TLC since they are local and have done a good job so far. Ron Goins suggested getting TLC to combine their mowing fees with the fertilizing and come up with a discount. Brent stated he did not have the mowing figures in front of him but he could get them and would be happy to contact Jack at TLC for a possible discount. The board suggested that Jim could hire an extra field hand this summer to help with mowing if it would save money. Brent agreed, but stated the professionals do such a good job but understands IRC needs to stay under budget. The board agreed and stated that IRC has spent a lot of money with TLC and hopefully they are willing to negotiate. Ron Goins moved to approve allowing Brent to reach a deal with TLC for under \$8262.00 per year for spraying and fertilizing all seven ball fields. Joe Cooley seconded. Motion carried 4-0.

### **Additional Retractable Basketball Goals**

A discussion was held on a previous request from the commission that Brent get bids on two additional retractable basketball goals for the Ash Center gymnasium. Brent informed the board that he received a bid from BSN Sports for two push-button retractable goals for the total amount of \$19,650. Brent

stated that will include installation but not the electrical hook up. At this time the board members joined Brent in the gymnasium for a tour and ideas on where the additional goals should be placed. Tony Turner suggested putting each goal in the center of the gym one on the north side and the other on the south. The board unanimously agreed that Brent needed to obtain more information before a final decision is made. Joe Cooley moved to table the purchase of the retractable goals until further information is gathered. Ron Goins seconded. Motion carried 4-0.

### **Tree Removal Bids for Soccer Complex**

Brent informed the commission that he and Nick attended a city meeting recently to finalize the soccer complex contract and get permission to start moving forward. Brent stated the first step is to clear the area of trees and brush so he and Jim obtained three bids on the job. Brent stated that the first bid came from Dozier's for \$80,000, the second from Brewer's for \$45,000 and thirdly from Jay Bruening for \$24,000. Brent stated that this is for tree removal only and will not include any dirt work. Ron Goins stated that he feels like the dirt work will be just as much if not more than tree removal and it would be good to know beforehand what to expect. The board agreed that they would like Jay Bruening to go ahead and give another bid including the dirt work since he had the lowest bid by far they would prefer to use him. Ron suggested also talking to TLC about prepping and seeding the field once the dirt work is finished. Brent agreed it would be good to know the numbers in advance. Christy Mavers stated that she is concerned how the city will react; she feels they may want to know about the concrete work in advance as well. Ron Goins asked how IRC would fund a half million dollar complex. Brent stated the goal right now is to just get started by doing one project at a time and trying to absorb the cost as much as possible; at some point IRC would probably have to look at getting a business loan for restrooms, a concession stand and parking lots. Ron Goins moved to table any action for tree removal at the soccer complex until bids are received for dirt work. Joe Cooley seconded. Motion carried 4-0.

### **Executive Session**

There was no need for an Executive Session

### **Items from the Commission**

Ron Goins           \*Stated that IRC has been making good progress towards certain projects and goals lately and feels good about the steps moving forward.

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

No agreement for action on items.

### **Adjournment**

The meeting adjourned at 12:37 p.m.

Respectfully Submitted,

Tony Turner  
Secretary