AGENDA

Independence City Commission

March 23, 2020

Civic Center Memorial Hall 5:30 PM

Join Microsoft Teams Meeting

+1 785-289-4727 **United States, Topeka (Toll)**

Conference ID: 467 086 117#

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

III. CONSENT AGENDA

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

A. Appropriations

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

Documents:

ORDINANCE NO A-1859.PDF
ORDINANCE NO D-2002.PDF
ORDINANCE NO P-1832.PDF

B. Consider Lease/Purchase Agreement For Financing Of A New John Deere 6135E Tractor And Brush Hog 2820.

Documents:

RCA REQUEST FOR LEASE-PURCHASE AGREEMENT FOR JD TRACTOR AND BRUSH HOG.PDF

IV. PUBLIC HEARINGS

A. Public Hearing To Consider Condemnation Of The 312 S. 15th As Dangerous And Unsafe.

Documents:

RCA - 312 SO. 15TH - 03262020-REVKP.PDF

V. ITEMS FOR COMMISSION ACTION

A. Consider A Recommendation From The Planning Commission Regarding A Conditional Use Permit For A Daycare In An R-1, Large Lot Single-Family Dwelling District At 609 Mulberry Street.

Documents:

RCA DAYCARE.PDF

B. Consider A Request For A 15-Minute Parking Space Near 201 North Penn Avenue.

Documents:

RCA PHARMACY PARKING.PDF

C. Consider Setting The Date Of May 28, 2020 For A Public Hearing To Consider Condemnation Of 818 E. Edison Street As Dangerous And Unsafe.

Documents:

RCA - 818 E. EDISON - 03262020.PDF

D. **Consider An Agreement AssureCo Risk Management And Regulatory Compliance LLC (MHC) For Completion Of The Risk Management Plan (RMP) For The Water Treatment Plant.**

Documents:

RCA MHC RMP.PDF

VI. REPORTS

A. **COVID-19 Update.**

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

ORDINANCE NO. A – 1859

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 25th day of March 2020.

_____ Mayor

Attest_____ City Clerk

Ordinance #A – 1859
$ 418,931.28

PACKET: 23554 Payroll Entries - 02/21/2

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

BANK: AP Community National Bank

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	ITEM AMOUNT	ITEM NO#	AMOUNT
032014		INTERNAL REVENUE SERVICE						
	I-T1	202002213211 FEDERAL INCOME TAX WITHHELD	D	2/24/2020		16,136.82	000000	
	I-T3	202002213211 FICA WITHHELD	D	2/24/2020		23,934.72	000000	
	I-T4	202002213211 MEDICARE WITHHELD	D	2/24/2020		5,597.56	000000	45,669.10
032008		KPERS						
	I-01	202002213211 KPERS WITHHELD	D	2/25/2020		10,473.48	000000	
	I-02	202002213211 OPTIONAL GROUP LIFE INSURANCE	D	2/25/2020		179.89	000000	
	I-25	202002213211 OPTIONAL GROUP LIFE/C	D	2/25/2020		421.41	000000	
	I-28	202002213211 KPERS WITHHELD	D	2/25/2020		19,960.43	000000	
	I-36	202002213211 OGLI - SPOUSE	D	2/25/2020		117.10	000000	
	I-62	202002213211 OGLI - CHILD	D	2/25/2020		8.80	000000	31,161.11
013350		KANSAS WITHHOLDING TAX						
	I-T2	202002213211 KANSAS STATE INCOME TAC	D	2/26/2020		7,326.60	000000	7,326.60

** 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	84,156.81	84,156.81
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	3	0.00	84,156.81	84,156.81

PACKET: 23554 Payroll Entries - 02/21/2

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

BANK: ALL

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	84,156.81	84,156.81
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	84,156.81	84,156.81

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	2/2020	60,399.23CR
31	2/2020	956.08CR
33	2/2020	13,886.10CR
37	2/2020	3,876.71CR
53	2/2020	5,038.69CR
ALL		84,156.81CR

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 23701 Regular Payments - 03/27/2020

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

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	NO#	AMOUNT
035778	8TH & MAIN HISTORIC							
	I-03/2020-MCGREW	123 W MAIN #201 - SALLY MCGREW	R	3/27/2020		500.00CR	071035	500.00
032951	ACCURATE ENVIRONMENTAL							
	I-BK26070	SHIPPING & HANDLING	R	3/27/2020		25.00CR	071036	
	I-CC10093	SHIPPING & HANDELING	R	3/27/2020		25.00CR	071036	50.00
019370	AIRGAS USA LLC.							
	I-9098789533	OXYGEN	R	3/27/2020		281.82CR	071037	
	I-9098958623	OXYGEN	R	3/27/2020		116.57CR	071037	
	I-9099316470	OXYGEN	R	3/27/2020		95.41CR	071037	
	I-9969045449	OXYGEN CYL	R	3/27/2020		52.52CR	071037	
	I-9969291948	OZYGEN LEESE	R	3/27/2020		68.19CR	071037	614.51
035900	ANE MAE'S COFFEE AND SANDWICH SHOP							
	I-7611	BOARD LUNCH	R	3/27/2020		40.95CR	071038	
	I-7735	BOARD LUNCH	R	3/27/2020		33.35CR	071038	
	I-7770	LUNCHEN	R	3/27/2020		184.10CR	071038	
	I-7799	BOARD LUNCH	R	3/27/2020		72.65CR	071038	331.05
1	ANGELA LEWIS							
	I-EXP02252020	EXP REPORT 022520	R	3/27/2020		77.50CR	071039	77.50
002510	ASHCRAFT TIRE COMPANY INC							
	I-25597	FLAT REPAIR	R	3/27/2020		18.54CR	071040	
	I-26117	2010 FREIGHTLINER	R	3/27/2020		2,224.36CR	071040	
	I-26482	2017 FORD 4-450 SUPER	R	3/27/2020		362.46CR	071040	2,605.36
1	ASHLEY PACKETT							
	I-REF - PACKETT	REFUND PARK BLD	R	3/27/2020		50.00CR	071041	50.00
035889	AT&T							
	I-331-0610 03/2020	AT&T BUSINESS	R	3/27/2020		50.44CR	071042	
	I-331-0652 03/2020	AT&T BUSINESS	R	3/27/2020		178.18CR	071042	
	I-331-9009 03/2020	AT&T BUSINESS	R	3/27/2020		75.54CR	071042	
	I-STMT 03/07/2020	TELEPHONE	R	3/27/2020		635.43CR	071042	939.59
036926	AT&T LONG DISTANCE							
	I-861850574 03/2020	MAR 2020 LONG DISTANCE	R	3/27/2020		35.59CR	071043	35.59
036281	AT&T U-VERSE							
	I-2789 03/05/2020	FEB/MAR INTERNET	R	3/27/2020		116.25CR	071044	
	I-5073 03/03/2020	MEM HALL U-VERSE 5073	R	3/27/2020		98.24CR	071044	214.49

PACKET: 23701 Regular Payments - 03/27/2020

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
002570	AUTO ZONE							
	I-1605746680	RD SEAL STP/TURN	R	3/27/2020		9.54CR	071045	
	I-1605747149	AIR FILTER	R	3/27/2020		24.98CR	071045	
	I-1605747271	COMMERCIAL 10PK MINI	R	3/27/2020		7.39CR	071045	
	I-1605749013	PENETRATING BLASTER	R	3/27/2020		21.94CR	071045	
	I-1605749557	E-CLIP ASSORTMENT	R	3/27/2020		4.34CR	071045	
	I-1605751087	INTAKE COUPLER	R	3/27/2020		9.54CR	071045	
	I-19-43144	BARS LIQ COPP STOP	R	3/27/2020		10.22CR	071045	87.95
037221	BAY BRIDGE ADM, LLC							
	I-FEB 2020 HEALTH FL	FEB 2020 HEALTH FLEX	R	3/27/2020		806.68CR	071046	
	I-MAR 2020 HEALTH FL	MAR 2020 HEALTH FLEX	R	3/27/2020		806.68CR	071046	1,613.36
036634	BAY BRIDGE ADMINISTRATORS, LLC							
	I-FEB 20 SEC 125 BEN	FEB 2020 SEC 125 BENEFITS	R	3/27/2020		1,785.64CR	071047	
	I-MAR 20 SEC 125 BEN	MAR 2020 SEC 125 BENEFITS	R	3/27/2020		1,741.90CR	071047	3,527.54
003190	BEACHNER GRAIN INC.							
	I-00109298	OATS WHOLE CF 50#	R	3/27/2020		12.61CR	071048	12.61
037333	BEN CASTAGNA							
	I-03/2020-TANNER	109 S WALD - BETTY TANNER	R	3/27/2020		317.00CR	071049	317.00
003460	BOUND TREE MEDICAL LLC							
	I-83459048	LINEN PAK	R	3/27/2020		286.60CR	071050	
	I-83543621	IV CATHETER	R	3/27/2020		138.00CR	071050	
	I-83543622	PROBE COVERTS	R	3/27/2020		416.95CR	071050	
	I-83545824	GLOVES	R	3/27/2020		367.80CR	071050	
	I-83547647	LINEN PAK	R	3/27/2020		75.99CR	071050	
	I-83549442	LINEN PAK FLUID	R	3/27/2020		227.97CR	071050	1,513.31
1	BRIDGET HALLETT							
	I-HALLETT	REFUND PARK BU	R	3/27/2020		25.00CR	071051	25.00
035354	BROWN'S SHOE FIT							
	I-715409-STRINGER	BOOTS - STRINGER	R	3/27/2020		213.49CR	071052	
	I-BOOTS-WHEALY	BOOTS - WHEALY	R	3/27/2020		213.49CR	071052	426.98
033148	CABLE ONE							
	I-03312020	PT CABLE AND BOXES	R	3/27/2020		209.88CR	071053	
	I-03312020-1	PT CABLE AND BOXES	R	3/27/2020		5,086.48CR	071053	
	I-03312020-2	PT CABLE AND BOXES	R	3/27/2020		36.80CR	071053	5,333.16

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
033027	CINTAS FIRST							
	I-5016205809	SERVICE CHARGE	R	3/27/2020		5.63CR	071054	
	I-501625808	SUPPLIES	R	3/27/2020		71.03CR	071054	76.66
033037	CITY OF COFFEYVILLE							
	I-BOND - WALKER	BOND - DOROTHY A WALKER	R	3/27/2020		100.00CR	071055	100.00
004640	CITY OF INDEP-PETTY CASH							
	I-REIMB 03/27/2020	IPD POSTAGE	R	3/27/2020		86.65CR	071056	86.65
004645	CITY OF INDEPENDENCE							
	I-03152020	WATER	R	3/27/2020		1,449.30CR	071057	1,449.30
032159	CJ'S THREADS							
	I-18969	JOHNNY BOLES CAP, SHIRT	R	3/27/2020		37.00CR	071058	37.00
033671	COFFEYVILLE FEED & FARM SUPPLY							
	I-761782	ANIMAL FOOD	R	3/27/2020		1,592.30CR	071059	1,592.30
004830	COLE-PARMER INSTRUMENT CO							
	I-2167869	ELECTPDE PH FLAT RYTON	R	3/27/2020		241.45CR	071060	241.45
004925	CONRAD FIRE EQUIPMENT, IN							
	I-541735	VENDOR REPAIR	R	3/27/2020		79.69CR	071061	79.69
034221	CORE & MAIN							
	C-M022646	CREDIT	R	3/27/2020		272.64	071062	
	I-L701693	EPXY GALV B&N	R	3/27/2020		1,063.20CR	071062	
	I-L871117	EOXY GALV	R	3/27/2020		41.45CR	071062	
	I-L871293	12" AVK GV HYZHY AVK	R	3/27/2020		4,735.40CR	071062	5,567.41
1	COURTNEE DEMO							
	I-REF - DEMO	REFUND PARK BLDG	R	3/27/2020		50.00CR	071063	50.00
032078	CPR PEST MANAGEMENT, INC.							
	I-104274	PEST CONTROL	R	3/27/2020		55.00CR	071064	
	I-104275	PEST CONTROL	R	3/27/2020		55.00CR	071064	
	I-104362/104261	PEST CONTROL	R	3/27/2020		147.50CR	071064	
	I-30658	PEST CONTROL	R	3/27/2020		750.00CR	071064	1,007.50
036099	FRANK CREBASE							
	I-03/2020-HUNTER	418 W WALNUT - RHONDA HUNTER	R	3/27/2020		268.00CR	071065	
	I-03/2020-RAIDA	1600 HALSEY AVE - TAMI RAIDA	R	3/27/2020		643.00CR	071065	911.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
1	CYNTHIA HIVELY							
	I-REF - HIVELY	REFUND PARK BLD	R	3/27/2020		100.00CR	071066	100.00
035070	D & F SERVICES, LLC							
	I-4749	DRUM	R	3/27/2020		1,138.50CR	071067	
	I-4754	CHLORINE DIOXIDE SYSTEM	R	3/27/2020		745.00CR	071067	
	I-4760	2500 GALLONS DELIVERED	R	3/27/2020		15,627.90CR	071067	17,511.40
1	DANIELLE PAYNE							
	I-PAYNE	REFUND PARK BUI	R	3/27/2020		50.00CR	071068	50.00
1	DAWN HOUCK							
	I-REF - HOUCK	REFUND PARK BLDG	R	3/27/2020		100.00CR	071069	100.00
036611	DESIGN MECHANICAL, INC.							
	I-164279	REBUILD 1' BACKFLOW	R	3/27/2020		997.00CR	071070	997.00
1	DREAM MONEY PROMO							
	I-REF HALL 03/2020	REFUND - MEM	R	3/27/2020		300.00CR	071071	300.00
034816	ECOLAB PEST							
	I-8864391	PEST CONTROL	R	3/27/2020		338.56CR	071072	
	I-8864391a	PEST CONTROL	R	3/27/2020		200.00CR	071072	538.56
1	ELAINE EASLEY							
	I-REF - EASLEY	REFUND PARK BLDG	R	3/27/2020		100.00CR	071073	100.00
1	EMILY TRAW							
	I-TRAW	REFUND PARK BUILDIN	R	3/27/2020		150.00CR	071074	150.00
035115	EXPRESS EMPLOYMENT							
	I-23672716TL	EXPRESS PAYROLL	R	3/27/2020		2,865.00CR	071075	
	I-23693178KP	EXPRESS PAYROLL	R	3/27/2020		658.92CR	071075	
	I-23722840KP	EXPRESS PAYROLL	R	3/27/2020		542.64CR	071075	4,066.56
035748	FIRE X INC.							
	I-8206022120	SERVICE	R	3/27/2020		45.00CR	071076	45.00
032095	FISHER, PATTERSON, SAYLER							
	I-90811	MISC. CITY MATTERS	R	3/27/2020		464.00CR	071077	464.00
037139	FLEET FUELS, LLC							
	I-11551	FUEL - TRAIN	R	3/27/2020		984.66CR	071078	
	I-11589	GAS/DIESEL GENERATOR	R	3/27/2020		633.15CR	071078	
	I-11598	FUEL	R	3/27/2020		616.90CR	071078	
	I-14619	FUEL	R	3/27/2020		720.80CR	071078	
	I-165912	GAS/DIESEL GENERATOR	R	3/27/2020		50.48CR	071078	
	I-167447	GAS/DIESEL GENERATOR	R	3/27/2020		69.21CR	071078	
	I-56505	FUEL	R	3/27/2020		35.65CR	071078	
	I-56541	FUEL INV 02282020	R	3/27/2020		268.70CR	071078	
	I-56595	FLEET FUEL	R	3/27/2020		72.57CR	071078	
	I-56603	VEHICLE 442	R	3/27/2020		15.83CR	071078	

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
	I-56614	FLEET FUEL	R	3/27/2020		137.03CR	071078	
	I-56650	FLEET FUEL	R	3/27/2020		587.35CR	071078	
	I-56659	FUEL INV 03062020	R	3/27/2020		548.30CR	071078	
	I-56686	FUEL - CEMETERY 03/06/20	R	3/27/2020		57.87CR	071078	
	I-56699	FUEL - PARK 03/06/20	R	3/27/2020		21.07CR	071078	
	I-56738	FLEET FUEL	R	3/27/2020		26.98CR	071078	
	I-56752	FUEL	R	3/27/2020		710.08CR	071078	
	I-56755	FUEL INV 03132020	R	3/27/2020		205.43CR	071078	
	I-56766	FUEL - PARK 03/13/20`	R	3/27/2020		75.15CR	071078	
	I-56846	FLEET FULES	R	3/27/2020		15.84CR	071078	
	I-56859	FUEL - CEMETERY 3/13/20	R	3/27/2020		43.07CR	071078	5,896.12
VOID	VOID CHECK		V	3/27/2020			071079	**VOID**
036925	FOLEY INDUSTRIES INC.							
	I-3411520	ANNUAL INSP & SERV GEN	R	3/27/2020		2,552.85CR	071080	2,552.85
009050	GALLS AN ARAMARK CO., LLC							
	I-19-43219	5.11 ATAC 2.0 8IN STORM	R	3/27/2020		129.59CR	071081	129.59
1	GARY FOLLMER							
	I-FOLLMER	REFUND PARK BUILD	R	3/27/2020		100.00CR	071082	100.00
1	GINA FINNEY							
	I-REF - FINNEY	REFUND PARK BLDG	R	3/27/2020		100.00CR	071083	100.00
009330	GRAINGER							
	I-9446703325	DRILL, JOBBER BIT	R	3/27/2020		34.09CR	071084	
	I-9454052045	DRILL BIT	R	3/27/2020		191.92CR	071084	226.01
036233	HAWKINS INC.							
	I-4671713	CHLORINE	R	3/27/2020		540.00CR	071085	540.00
034901	HD SUPPLY FACILITIES							
	I-136687015	MAINTENANCE SUPPLIES	R	3/27/2020		299.95CR	071086	
	I-136687015a	MAINTENANCE SUPPLIES	R	3/27/2020		308.92CR	071086	
	I-137017284	MAINTENANCE SUPPLIES	R	3/27/2020		254.53CR	071086	
	I-137017284a	MAINTENANCE SUPPLIES	R	3/27/2020		203.87CR	071086	1,067.27
010440	HUGO'S INDUSTRIAL SUPPLY							
	I-234106	OFFICE/JANITORIAL SUPPLY	R	3/27/2020		635.39CR	071087	
	I-234535	OFFICE/JANITORIAL SUPPLY	R	3/27/2020		94.80CR	071087	
	I-234706	OFFICE/JANITORIAL SUPPLY	R	3/27/2020		86.20CR	071087	816.39

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VENDOR	NAME / I.D.	DESC	TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	NO#	AMOUNT
034798	MARGARET HUTCHINSON							
	I-03/2020-BARKER	1200 W LOCUST - GARY BARKER	R	3/27/2020		634.00CR	071088	634.00
035294	IHS ALUMNI ASSOCIATION							
	I-REF IHS ALUM	REFUND CIVIC CENTER	R	3/27/2020		450.00CR	071089	450.00
011211	INDEPENDENCE FIRE FIGHTER							
	I-09 202002213211	FIRE INSURANCE WITHHELD	R	3/27/2020		93.48CR	071090	93.48
030107	INDEPENDENCE PUBLIC LIBRA							
	I-IPL OPEN ACCESS	IPL OPEN ACCESS	R	3/27/2020		17,061.00CR	071091	17,061.00
034913	INDEPENDENCE ACTION PARTNERSHIP							
	I-2020 IND PK LEASE	2020 IND PK LEASE/PURCH	R	3/27/2020		50,000.00CR	071092	50,000.00
011120	INDEPENDENCE CHAMBER							
	I-14934	CELEBRATE INDEPENDENCE	R	3/27/2020		20.00CR	071093	20.00
011180	INDEPENDENCE COMMUNITY							
	I-06 202002213211	COMMUNITY CHEST WITHHELD	R	3/27/2020		43.00CR	071094	43.00
033149	INDEPENDENCE FIREMEN'S							
	I-23 202002213211	FUNDING/FIREMEN'S ASSOCIATION	R	3/27/2020		210.00CR	071095	210.00
011212	INDEPENDENCE HEATING & AIR							
	I-025585	BEARS DEN	R	3/27/2020		140.00CR	071096	140.00
030108	INDEPENDENCE HOUSING							
	I-03/2020-COLLINS	920 E CEDAR #3BR - J COLLINS	R	3/27/2020		66.00CR	071097	
	I-03/2020-GOODMAN	1009 E CEDAR (A) - D GOODMAN	R	3/27/2020		462.00CR	071097	
	I-03/2020-GRIER	702 N 13TH - DENA GRIER	R	3/27/2020		508.00CR	071097	
	I-03/2020-JACKSON	1002 E C-VILLE AVE - J JACKSON	R	3/27/2020		940.00CR	071097	
	I-03/2020-KRAUSE	923 E CEDAR (C) ROLLAND KRAUSE	R	3/27/2020		165.00CR	071097	
	I-03/2020-MITCHELL	916 E CEDAR #3-ALBERT MITCHELL	R	3/27/2020		166.00CR	071097	2,307.00
011240	INDEPENDENCE OVERHEAD							
	I-44008	REMOTE, SERVICE CALL	R	3/27/2020		125.00CR	071098	125.00
034225	INNOVATIVE FLUID POWER							
	I-1488319	POLYPROPYLENE	R	3/27/2020		317.38CR	071099	317.38
037194	J GRAHAM CONSTRUCTION INC.							
	I-PPR REQ #7	PPR REQ #7	R	3/27/2020		88,633.26CR	071100	88,633.26

PACKET: 23701 Regular Payments - 03/27/2020

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
034075	J. P. COOKE COMPANY							
	I-594711	DOG/CAT TAGS	R	3/27/2020		351.21CR	071101	351.21
1	JAMES HILTON							
	I-REF - HILTON	REF BARK BUILDING	R	3/27/2020		50.00CR	071102	50.00
033076	JOPLIN SUPPLY COMPANY							
	I-S4447230.001	PVC FLANGE-SLIP	R	3/27/2020		29.60CR	071103	29.60
037272	KANSAS 811							
	I-0020298	REGULAR LOCATE FEE	R	3/27/2020		153.30CR	071104	153.30
032041	KANSAS DEPARTMENT OF HEALTH							
	I-1943188	CERTIFICATE FEE	R	3/27/2020		180.00CR	071105	180.00
032449	KANSAS PAYMENT CENTER							
	I-W16202002213211	MG3D*00095C/KEITH COPITHKE	R	3/27/2020		116.61CR	071106	
	I-W61202002213211	MG04DM00185C/0000252462 LEMOS	R	3/27/2020		77.54CR	071106	
	I-W66202002213211	CS# MG 18DM00183 I - K GINTHER	R	3/27/2020		105.23CR	071106	
	I-W67202002213211	MG19DM0075I-CHRIS FURR	R	3/27/2020		282.46CR	071106	581.84
1	KARA REDDICK							
	I-REDDICK	REFUND PARK BUILD	R	3/27/2020		50.00CR	071107	50.00
032158	KONE, INC.							
	I-959501874	CONTRACT # N40008902	R	3/27/2020		348.36CR	071108	348.36
1	KORYE HOFFMEISTER							
	I-REF - HOFFMEISTER	REFUND PARK	R	3/27/2020		25.00CR	071109	25.00
036883	LABETTE HEALTH							
	I-220	DRUG TEST	R	3/27/2020		561.00CR	071110	561.00
1	LARRY LAYTON							
	I-REF - LAYTON	REFUND PARK BLDG	R	3/27/2020		50.00CR	071111	50.00
037083	LATUX DIAMOND BLADE							
	I-61655	BILL DUE	R	3/27/2020		1,033.95CR	071112	1,033.95
034168	LAUREL ST BAKERY							
	I-STMT 12/13/19	PIES FOR BANQUET	R	3/27/2020		97.94CR	071113	97.94

PACKET: 23701 Regular Payments - 03/27/2020

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
014250	LEE'S COOLING & HEATING C							
	I-11578307	SERVICE AT AWOL	R	3/27/2020		462.00CR	071114	462.00
034910	MARSHA LEROY							
	I-03/2020-CEFARELLI	912 W MAPLE - K CEFARELLI	R	3/27/2020		833.00CR	071115	
	I-03/2020-NEARY	306 S 8TH - TINA NEARY	R	3/27/2020		500.00CR	071115	1,333.00
036790	LIFE-ASSIST, INC							
	I-981672	SUPPLIES	R	3/27/2020		524.38CR	071116	
	I-982313	GLOVES	R	3/27/2020		339.25CR	071116	
	I-982428	MEDICAL SUPPLIES	R	3/27/2020		543.25CR	071116	
	I-982445	FITTED SHEETS	R	3/27/2020		453.75CR	071116	1,860.63
1	LORI DAVIS							
	I-DAVIS	OVERPAYMENT ON FINE	R	3/27/2020		12.47CR	071117	12.47
036008	JOHN LOWRANCE							
	I-03/2020-BRECKENRD	712 S 6TH - R BRECKENRIDGE	R	3/27/2020		334.00CR	071118	334.00
037334	LUZ HERNANDEZ							
	I-02292020	SEC DEP REFUND	R	3/27/2020		180.00CR	071119	180.00
1	LYNNE BORTON							
	I-BORTON	REFUND PARK BUILD	R	3/27/2020		50.00CR	071120	50.00
037217	MALLORY SAFETY AND SUPPLY, LLC							
	I-4799411	MICROPHONES	R	3/27/2020		152.89CR	071121	152.89
1	MELISSA MACRE							
	I-REF - MACRE	REF PARK BUILDIN	R	3/27/2020		50.00CR	071122	50.00
016030	MONTGOMERY COUNTY							
	I-30103022020	INMATE HOUSING	R	3/27/2020		805.00CR	071123	805.00
035913	NEWTONS TRUE VALUE							
	I-c91202	ENTRY LEVERS	R	3/27/2020		151.46CR	071124	151.46
018120	O'REILLY AUTO PARTS							
	I-0154-328155	OIL, BATT CHARGER	R	3/27/2020		77.97CR	071125	
	I-0154-328408	BATT CHARGER	R	3/27/2020		122.49CR	071125	
	I-0154-328858	TIRE VALVE	R	3/27/2020		4.40CR	071125	204.86

PACKET: 23701 Regular Payments - 03/27/2020

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
036218	OKLAHOMA CENTRALIZED SUPPORT REGISTRY							
	I-W65202002213211	000875670001-MICHAEL P MAYER	R	3/27/2020		1,078.80CR	071126	1,078.80
035799	OMNI BILLING							
	I-22920	FEB 2020 AMB. PMTS.	R	3/27/2020		4,521.03CR	071127	4,521.03
037335	OUTDOOR WARNING CONSULTING LLC.							
	I-1943343	WARNING SYSTEM PARTS	R	3/27/2020		783.62CR	071128	783.62
019040	PARHAM BAKERY, INC							
	I-1943191	BAKERY	R	3/27/2020		11.20CR	071129	11.20
034739	BOB PASTERNAK							
	I-03/2020-EGBERT	209 W LOCUST - DARWIN EGBERT	R	3/27/2020		301.00CR	071130	301.00
1	PAT ALEXANDER							
	I-REF - ALEXANDER	REFUND PARK BLDG	R	3/27/2020		25.00CR	071131	25.00
1	PATRICIA C JOHNSON							
	I-2303A-JOHNSON	CEMETERY BU	R	3/27/2020		400.00CR	071132	400.00
019290	PHEASANT POINT APARTMENTS							
	I-03/2020-GREER	2350 N 20TH #2 - NICOLE GREER	R	3/27/2020		96.00CR	071133	
	I-03/2020-ORR	2325 N 20TH PL #9-DALENE ORR	R	3/27/2020		778.00CR	071133	874.00
034820	PHILADELPHIA INSURANCE							
	I-2001791967	BOARD INS	R	3/27/2020		4,201.00CR	071134	4,201.00
033876	PLUMB-CRAZY PLUMBING							
	I-1943342	MAIN LINE LOCATION	R	3/27/2020		1,900.00CR	071135	1,900.00
037174	PRAIRIELAND PARTNERS							
	I-10170896	HOSE FITTING	R	3/27/2020		30.67CR	071136	
	I-10175977	HYDRAULIC HOSE/FITTING	R	3/27/2020		70.76CR	071136	101.43
033404	QUALITY MOTORS							
	I-IPD PU 03/2020	2020 RAM 1500 - IPD	R	3/27/2020		28,448.00CR	071137	28,448.00
020010	QUALITY MOTORS OF INDEPEN							
	I-160331	2019 FORD TRANSIT VAN	R	3/27/2020		54.75CR	071138	
	I-160335	2018 FORD - YEARLY INSP	R	3/27/2020		50.00CR	071138	
	I-160360	2017 FORD - YEARLY INSP	R	3/27/2020		50.00CR	071138	
	I-160361	2015 CHEVY - YEARLY INS	R	3/27/2020		258.84CR	071138	
	I-160393	2015 MERC-BEZ - YEARLY IN	R	3/27/2020		141.08CR	071138	554.67

PACKET: 23701 Regular Payments - 03/27/2020

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

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
020030	QUILL CORPORATION							
	I-5487816	HP TONER FOR RECORDS	R	3/27/2020		210.00CR	071139	210.00
021040	R.E. PEDROTTI CO., INC.							
	I-00064661INDKWWAD	SERVICE, TRAVEL, MILEAGE	R	3/27/2020		501.60CR	071140	
	I-00064662-INKTBX	SERVICE, LABOR, MILEAGE	R	3/27/2020		328.20CR	071140	
	I-00064683-INDKWWAD	DIGITAL FUTRONIC 2 BOARD	R	3/27/2020		992.29CR	071140	1,822.09
037195	RYNAE RAMSEY							
	I-EXP03022020	0302 EXP REPORT	R	3/27/2020		38.33CR	071141	38.33
035848	RANDALL ROMANS							
	I-03/2020-BRYANT	312 WESTMINSTER - PAM BRYANT	R	3/27/2020		336.00CR	071142	336.00
036784	RAZORBACK CONTRACTORS SUPPLY INC.							
	I-50031	CAUTION TAPE	R	3/27/2020		269.80CR	071143	269.80
034341	JASON REDDY							
	I-EXP0224282020	0224-02282020 EXP REPORT	R	3/27/2020		96.41CR	071144	96.41
036748	RLI SURETY							
	I-LSM1242934	BOND - J HARRISON	R	3/27/2020		100.00CR	071145	100.00
037113	RON & FRAN HAMILTON							
	I-03/2020-SOLIS	117 W OAK - LOUISE SOLIS	R	3/27/2020		15.00CR	071146	15.00
033605	SANDBAGGER GOLF CARS							
	I-15078	18" HUSTLER MOWER	R	3/27/2020		7,117.00CR	071147	7,117.00
037008	SANDRA ALSPAUGH							
	I-1943195	MEAL EXPENSE	R	3/27/2020		7.29CR	071148	7.29
037187	SANDY ALSPAUGH							
	I-1943192	MEAL EXPENSE	R	3/27/2020		8.00CR	071149	
	I-1943193	MEAL EXPENSE	R	3/27/2020		7.29CR	071149	
	I-1943194	MEAL EXPENSE	R	3/27/2020		2.45CR	071149	17.74
022110	SAYERS ACE HARDWARE INC.							
	I-K54240	KEYS	R	3/27/2020		3.78CR	071150	
	I-K54245	DOUBLE SIDED KEYS	R	3/27/2020		4.38CR	071150	
	I-K54325	ACE METALLIC CHROME	R	3/27/2020		4.99CR	071150	
	I-K54337	KEYS	R	3/27/2020		1.89CR	071150	
	I-K54443	HALOGEN BULB	R	3/27/2020		35.97CR	071150	
	I-L44428	VELCRO TAPE	R	3/27/2020		8.99CR	071150	60.00

PACKET: 23701 Regular Payments - 03/27/2020

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
036207	SECURITY BENEFIT GROUP							
	I-FEB 28, 2020 PY	FEB 28, 2020 PAYROLL	R	3/27/2020		4,588.65CR	071151	
	I-MAR 06, 2020 PY	MAR 06, 2020 PAYROLL	R	3/27/2020		2,201.15CR	071151	
	I-MAR 20, 2020 PY	MAR 20, 2020 PAYROLL	R	3/27/2020		4,551.15CR	071151	11,340.95
022222	SEK CONSTRUCTION							
	I-3054	15TH ST @ BLDG "D"	R	3/27/2020		4,385.00CR	071152	
	I-3055	WORK AT MEM HALL	R	3/27/2020		100.00CR	071152	4,485.00
037117	SERVICE PRO OF INDEPENDENCE							
	I-92589	2019 FORD TRUCKS F-250	R	3/27/2020		65.47CR	071153	65.47
1	SHELBY THERRIEN							
	I-THERRIEN	REFUND PARK BU	R	3/27/2020		50.00CR	071154	50.00
022400	SHERWIN WILLIAMS							
	I-5448-2	SHERWIN WILLIAMS	R	3/27/2020		42.62CR	071155	
	I-5769-1	SHERWIN WILLIAMS	R	3/27/2020		56.39CR	071155	99.01
033659	SOUND IDEAS							
	I-55777	PT PENS	R	3/27/2020		317.13CR	071156	317.13
036420	SOUTH ROOFING AND CONTRACTING LLC							
	I-2813	17TH ST. PUMP ROOF	R	3/27/2020		4,376.56CR	071157	4,376.56
036652	ST JOHN PHYSICIANS INC							
	I-244106C76661	NEW EMP PHYSICALS	R	3/27/2020		453.00CR	071158	453.00
035696	STAR ROOFING, LLC							
	I-364	ROOF REPAIR - AIRPORT	R	3/27/2020		9,875.00CR	071159	9,875.00
037133	STRIBCO INC							
	I-9201092248	INV 92010 & 92248	R	3/27/2020		136.95CR	071160	136.95
033988	STRYKER SALES CORPORATION							
	I-2966883M	SWITCH REPLACEMENT	R	3/27/2020		263.39CR	071161	263.39
037100	TBS ELECTRONICS, INC							
	I-00103863	INV 00103863 SERVICE	R	3/27/2020		240.00CR	071162	240.00
037109	THE PET SHOP							
	I-1943208	ANIMAL FOOD	R	3/27/2020		50.94CR	071163	50.94

PACKET: 23701 Regular Payments - 03/27/2020

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
034515	TIDY WHITIE'S LAUNDROMAT							
	I-22955	WASH AND FOLD	R	3/27/2020		13.50CR	071164	13.50
032956	TLC GROUNDSKEEPING, INC.							
	I-15957	DORMANT SPRAY,	R	3/27/2020		59.75CR	071165	59.75
035966	TOOLS PLUS INDUSTRIES							
	I-48028	TOW STRAPS	R	3/27/2020		189.05CR	071166	189.05
035989	TOTAH COMMUNICATIONS, INC							
	I-03012020	SERVICE FOR ACCT...3999	R	3/27/2020		54.70CR	071167	54.70
1	TRAFFIC CONTROL SERVICES							
	I-7389	2019	R	3/27/2020		4,602.99CR	071168	4,602.99
036818	TREANOR HL							
	I-45135	CITY HALL RENOVATION	R	3/27/2020		7,931.31CR	071169	7,931.31
037328	VERIZON CONNECT ACCOUNTS RECEIVABLE							
	I-INVE0205742	GPS	R	3/27/2020		151.15CR	071170	151.15
033393	WALMART COM - PD							
	I-02242020	WALMART CARD PURCHASES	R	3/27/2020		293.69CR	071171	293.69
034817	WASHER SPECIALTIES CO							
	I-20132033	WASHER TIMER	R	3/27/2020		284.57CR	071172	284.57
037258	WASHINGTON HISTORIC RESIDENCES, LLC							
	I-03/2020-FRANKLIN	300 E MYRTLE #209 - D FRANKLIN	R	3/27/2020		424.00CR	071173	
	I-03/2020-HANKS	300 E MYRTLE #101-SHARON HANKS	R	3/27/2020		283.00CR	071173	
	I-03/2020-HENKE	300 E MYRTLE #106 - JODY HENKE	R	3/27/2020		77.00CR	071173	
	I-03/2020-KEITH	300 E MYRTLE #102 - C KEITH	R	3/27/2020		138.00CR	071173	
	I-03/2020-PAYNE III	300 E MYRTLE #105-C PAYNE III	R	3/27/2020		186.00CR	071173	1,108.00
027530	WOODS LUMBER COMPANY							
	I-1943156	FORKLIFT RENTAL	R	3/27/2020		334.00CR	071174	
	I-1943177	SUPPLIES	R	3/27/2020		129.00CR	071174	
	I-386706	SHEETROCK SUPPLIES	R	3/27/2020		20.48CR	071174	
	I-386760	SHEETROCK SUPPLIES	R	3/27/2020		35.97CR	071174	519.45
035857	YP							
	I-MAR 2020 SEK DIR	MAR 20 SEK AREA DIRECTORY	R	3/27/2020		15.10CR	071175	15.10

PACKET: 23701 Regular Payments - 03/27/2020

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
1	ZACHARY WOOTEN							
	I-FINE - WOOTEN	OVERPAYMENT ON	R	3/27/2020		41.06CR	071176	41.06

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	141	0.00	334,774.47	334,774.47
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	142	0.00	334,774.47	334,774.47

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 23701 Regular Payments - 03/27/2020

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	3/2020	103,700.54CR
06	3/2020	50,000.00CR
08	3/2020	372.20CR
17	3/2020	7,931.31CR
26	3/2020	3,300.00CR
31	3/2020	10,252.42CR
33	3/2020	43,657.23CR
37	3/2020	450.28CR
49	3/2020	2,648.94CR
51	3/2020	184.77CR
53	3/2020	13,799.49CR
56	3/2020	694.03CR
58	3/2020	8,970.00CR
59	3/2020	180.00CR
96	3/2020	88,633.26CR
ALL		334,774.47CR

ORDINANCE NO. D – 2002

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 26th day of March 2020.

_____ Mayor

Attest: _____ City Clerk

Ordinance # D – 2002
$332,542.77

PACKET: 23690 02/29/2020 DRAFT ORDINANCE`

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

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	ITEM DISCOUNT	ITEM AMOUNT	NO#	AMOUNT
002112	ADVANCE INSURANCE COMPANY							
	I-FEB 2020 LIFE INS	FEB 2020 LIFE INS	D	2/29/2020		543.92CR	000160	543.92
033052	ATMOS ENERGY							
	I-JAN 2020 GAS BILLS	JAN 2020 GAS BILLS	D	2/29/2020		8,218.40CR	000161	8,218.40
003431	BLUE CROSS/BLUE SHIELD OF							
	I-FEB 2020 HEALTH IN	FEB 2020 HEALTH INS	D	2/29/2020		75,891.22CR	000162	75,891.22
037198	ELAVON							
	I-JAN 2020 CC FEES	JAN 2020 CREDIT CARD FEES	D	2/29/2020		2,950.32CR	000163	2,950.32
032855	EVERGY							
	I-02/2020-035793626	EVERGY	D	2/29/2020		32,613.57CR	000164	
	I-JAN 2020 ELECTRIC	JAN 2020 ELECTRIC BILLS	D	2/29/2020		45,926.72CR	000164	78,540.29
037209	FIRST NATIONAL BANK OF OMAHA							
	I-FEB MC CC PMT	FEB 2020 CREDIT CARD PMT	D	2/29/2020		54,376.11CR	000165	54,376.11
013110	KANSAS DEPARTMENT OF							
	I-JAN 2020 SALES TX	JAN 2020 SALES TAX	D	2/29/2020		5,409.43CR	000166	5,409.43
032041	KANSAS DEPARTMENT OF HEALTH							
	I-INT/SERV FEES	INT/SERV FEES PROJ #2933	D	2/29/2020		7,313.63CR	000167	
	I-KDHE REV LOAN	WATER POLL CONT. REV LN	D	2/29/2020		97,966.48CR	000167	105,280.11
037182	SPARKLIGHT BUSINESS							
	I-FEB 2020 INTERNET	FEB 2020 INTERNET	D	2/29/2020		1,224.75CR	000168	1,224.75
032034	VALNET TELECOMMUNICATIONS							
	I-FEB 2020 INTERNET	FEB INTERNET	D	2/29/2020		108.22CR	000169	108.22

* * 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	332,542.77	332,542.77
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	332,542.77	332,542.77

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 23690 02/29/2020 DRAFT ORDINANCE`
VENDOR SET: 01 *** DRAFT/OTHER LISTING ***
BANK : AP Community National Bank

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	2/2020	100,494.29CR
26	2/2020	1,635.70CR
31	2/2020	2,740.06CR
33	2/2020	154,178.64CR
37	2/2020	2,454.34CR
49	2/2020	119.52CR
51	2/2020	108.39CR
53	2/2020	14,787.22CR
56	2/2020	1,224.90CR
57	2/2020	59.58CR
64	2/2020	364.02CR
99	2/2020	54,376.11CR
ALL		332,542.77CR

ORDINANCE NO. P – 1832

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 19th day of March 2020.

_____ Mayor

Attest: _____ City Clerk

Ordinance # P – 1832
$ 133,716.71

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2020

Department Finance **Director Approval** *Lacey Lies*

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

SUMMARY RECOMMENDATION City Staff recommends accepting the lease/purchase proposal to finance $90,287.54 for five years at a fixed rate of 2.45% for the purchase of a new John Deere 6135E Tractor and Bush Hog 2820 funded from the Airport Fund.

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

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

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

City Staff is recommending Commercial Bank's proposal which is the lowest proposal submitted.

BUDGET IMPACT The purchase of the new John Deere 6135E Tractor and new Bush hog 2820 will be funded by a lease/purchase agreement, with a semi-annual payment of $9,535.20 financed over five years. The semi-annual payments will be funded by the Airport Fund. The semi-annual lease/purchase payment was incorporated in the 2020 Approved Budget and six-year Capital Improvement Program.

SUGGESTED MOTION I move to accept the Lease/Purchase agreement from Commercial Bank for the financing of the John Deere 6135E Tractor and Bush Hog 2820 for $90,287.54 as presented and authorize the Mayor to sign all documents related to the agreement.

SUPPORTING DOCUMENTS Lease/Purchase Agreement

LEASE-PURCHASE AGREEMENT

THIS LEASE-PURCHASE AGREEMENT is made and entered into by and between the Lessor and Lessee, with the Effective Date set forth below.

1. Definitions. For purposes of this Lease-Purchase Agreement, the following terms shall have the respective meanings set forth below:

LEASE: This Lease-Purchase Agreement dated as of the Effective Date, by and between the Lessor and Lessee.

ORIGINAL LEASE BALANCE:	$90,287.54
EFFECTIVE DATE:	April 1, 2020
TERMINATION DATE:	April 1, 2025
LESSOR:	Commercial Bank
LESSEE:	City of Independence
LEASE PAYMENT:	$9,648.52

PROPERTY: The property that is the subject of this Lease and that is described on Exhibit "A" which is attached hereto and by reference made a part hereof.

LEASE TERM: The period beginning on the Effective Date and ending on the Termination Date, unless earlier terminated pursuant to the terms of the Lease.

RENTAL PAYMENTS: The payments due in the amounts and upon the dates set forth on Exhibit "B" which is attached hereto and by reference made a part hereof.

OPTION PRICE: One Dollar ($1.00), which is payable upon the Lessee exercising its Purchase Option pursuant to the terms of the Lease.

PURCHASE PRICE: The sum of the Option Price plus all remaining Rental Payments due to be paid on the date that Lessee exercises its option to purchase the Property.

INTEREST RATE:	2.45%
PROPERTY INSURANCE DEDUCTIBLE:	$500.00
PUBLIC LIABILITY COVERAGE:	$1,000,000.00 Minimum
PUBLIC LIABILITY DEDUCTIBLE:	$1,000,000.00 Maximum

2. Lease. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Property for the Lease Term in exchange for the Rental Payments.

3. Rental Payments. The rent for the leased equipment shall be in the amount stated in Exhibit "B". If Lessee shall be in default of any sum of money to be paid under this Lease, Lessee shall pay a late charge equal to 10% of such unpaid amount due, plus any collection charges incurred by use of an independent collection agency, in the event such payment, or any part of the payment, remains unpaid for more than 10 days. Lessee shall pay rent, without deduction or offset, in the amounts and at the time shown in Exhibit "B". Rent shall be payable at Lessor's office or at such other place as Lessor may from time to time designate in writing. Lessee's obligations under this Lease is not subject to cancellation, termination, modification, repudiation, excuse, set-off, or substitution, and are irrevocable and independent of Lessor's obligations.

4. Rent as Current Expense. Lessee's obligation to pay the Rental Payments in the amounts and on the due dates set forth on Exhibit "B" shall constitute a current expense of Lessee and shall not be construed to be a debt of Lessee in violation of any constitutional or statutory limitations concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

5. Purchase Option. Lessee shall have the option to purchase the Property, but only if Lessee is not in default under the Lease. Lessee may exercise its option to purchase the Property on any Rental Payment due date by paying the Purchase Price, provided that Lessee shall give Lessor not less than thirty (30) days advance written notice of its intention to exercise its option to purchase.

6. Transfer of Title. During the Lease Term, title to the Property shall be vested in Lessor. Upon Lessee's exercise of the option to purchase and the payment of the Purchase Price, title to the Property shall be conveyed to and vested directly in Lessee, and Lessor shall execute and deliver to Lessee a Bill of Sale for the Property and such other and further instruments and assurances as may be reasonably necessary to transfer the Property to Lessee.

7. Maintenance and Operation: During the Lease Term, Lessee shall, at its own expense, maintain or cause to be maintained the Property in good order, condition and repair, and Lessor shall have no obligation to incur any of said expenses; provided, however, that if Lessee fails to keep the Property in good repair and operating condition, Lessor may, but shall be under no obligation to, make such repairs as are necessary and to provide for the payment thereof, and all such amounts so advanced by Lessor shall be repaid by Lessee as an additional amount for which Lessee becomes obligated hereunder, and Lessee hereby agrees to pay any such additional amount, plus interest at the Interest Rate, for which it may become obligated hereunder. Lessor, at its option, may request that Lessee enter into a maintenance contract for the Property with the vendor of the Property or otherwise.

8. Use of the Property. The parties mutually agree that Lessee, by performing the covenants and agreements herein contained, shall during the Lease Term, peaceably and quietly have, hold and enjoy the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law, or in any manner contrary to that contemplated by this Lease and the nature of the property. The Property will be used only for governmental or proprietary purposes of Lessee; therefore, the parties contemplate that the Property will be

exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Property is found to be subject to taxation in any form, Lessee will pay during the Lease Term all taxes and governmental charges whatsoever that may be lawfully assessed or levied against or with respect to the Property. Lessee shall keep the Property free and clear of all liens, charges and encumbrances, except as may be approved in advance in writing by Lessor; provided, however, that nothing in this Lease shall preclude Lessee from pledging its full faith and credit to the repayment of any legally authorized general obligation bond issue of Lessee.

9. Insurance. During the Lease Term, Lessee shall maintain or cause to be maintained, at its own expense, the following policies of insurance:

> (a) Insurance against loss or damage to the Property resulting from fire, lightning, vandalism, malicious mischief and such perils ordinarily defined as "extended coverage" and other perils as Lessor and Lessee may agree. Such insurance shall during the Lease Term be in an amount not less than: (1) the full insurable value (i.e., the actual replacement cost "new") of the Property, or (2) the then current Purchase Price, whichever is more, subject to the Property Insurance Deductible, and shall contain an inflation guard endorsement.
>
> (b) Public liability insurance against claims for bodily injury, death, or damage to property occurring upon, in, or about the Property, such insurance to provide coverage in an amount not less than the Public Liability Coverage, subject to the Public Liability Deductible.

All insurance policies shall be issued by insurers of recognized responsibility, licensed or admitted to do business in the state of Kansas. All policies or certificates of insurance shall name Lessee and Lessor as named insured's. Such policies and certificates shall not be cancelled or materially changed without at least thirty (30) days prior written notice to Lessor, and shall carry loss payable endorsements in favor of Lessor where applicable. Evidence of coverage satisfactory to Lessor shall be deposited with Lessor by Lessee. All premiums and charges shall be paid by Lessee, and evidence of payment of the premiums shall be delivered by Lessee to Lessor. In the event Lessee fails to maintain the insurance required, Lessor shall have the right to procure and maintain such insurance and shall charge Lessee for the cost thereof as an additional amount for which Lessee becomes obligated hereunder. Lessee may provide such insurance as part of "blanket" coverage maintained on all assets of Lessee, and with the written consent of Lessor may be a self-insurer of such risks. If the insurance proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement, Lessee shall complete the work and pay any cost in excess of the insurance proceeds.

10. Indemnification. Lessee shall indemnify, protect, and hold harmless Lessor from and against any and all liabilities, obligations, losses, claims, and damages whatsoever, including without limitation, attorney fees and expenses, arising out of or as the result of this Lease, the ownership of the Property, or any accident in connection with the operation, use, condition, possession, storage or return of the Property.

11. Right of Inspection. Lessor and its designated representative shall have the right during regular business hours to enter into and upon the premises of Lessee to inspect the Property or for any purpose connected with Lessor's rights under this Lease.

12. Triple Net Lease. This Lease shall be deemed and construed to be a "triple net lease" in that Lessee hereby agrees that the Rental Payments provided for herein shall be an absolute net return to Lessor, and that Lessor shall not be responsible for any expenses, charges or set-offs whatsoever related to the operation, maintenance and repair of the Property.

13. Termination of Lease Term. The Lease Term will terminate upon the earliest occurrence of any of the following events:

a) The expiration of the Lease Term;

b) The exercise by Lessee of the option to purchase granted under Paragraph 5;

c) A default by Lessee and Lessor's election to terminate this Lease;

d) The payment by Lessee of all Rental Payments and all additional amounts for which Lessee may become obligated under this Lease;

e) Upon notice of election to terminate the Lease due to an event of taxability pursuant to Paragraph 15 hereof, and the failure of Lessee to exercise its option to purchase at the next regular Rental Payment due date.

14. Non-appropriation. Lessee shall use its best efforts to include the Rental Payments for each fiscal year in its budget for such fiscal year and further shall make the necessary appropriations for all such Rental Payments. In the event sufficient funds are not budgeted and appropriated by Lessee for any fiscal year to provide for the Rental Payments required hereunder or any other obligation of Lessee, then Lessee shall terminate this Lease by providing thirty (30) days written notice to Lessor of Lessee's intent to terminate. In such event, the Lessee shall not be obligated to make the Rental Payments beyond the end of the period for which Lessee has budgeted. Lessee shall surrender the Property to Lessor on the last day for which Rental Payments have been made. Upon such early cancellation, Lessee may not thereafter acquire functionally similar property for the full original Lease Term. If funds are made available to Lessee after such early cancellation for property which will perform services and function in full or in part the same as the Property, Lessee agrees to purchase, lease or otherwise acquire such property from Lessor. The non-payment of any Rental Payment pursuant to this paragraph shall not constitute a default under this Lease.

15. Occurrence of an Event of Taxability. Lessor and Lessee contemplate that the interest component of the Rental Payments paid by Lessee will not be included in Lessor's gross income for purposes of federal income taxation. In the event that Lessee or Lessor are advised that the interest component of the Rental Payments is or has become includable in gross income for purposes of federal income taxation, Lessor (or its assigns) may elect in writing to terminate this Lease at the next regular Rental Payment due date, subject only to Lessee's option to purchase as granted in Paragraph 5 of this Lease.

16. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROPERTY. In no event shall Lessor be liable for incidental, indirect, special or consequential damages in connection with or arising out of this Lease or the existence, furnishing, functioning of Lessee's use of any item or products or services provided for in this Lease. Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during the Lease Term, and so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Property, which Lessor may have against the vendor of the Property. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the vendor of the Property, and not against Lessor, nor shall such matter have any affect whatsoever on the rights and obligations of Lessor with respect to this Lease and its right to receive full and timely Rental Payments hereunder. Lessee expressly acknowledges that Lessor makes and has made no representation or warranties whatsoever as to the existence or availability of such warranties by the vendor of the Property.

17. Assignment. Neither this Lease nor any interest of Lessee herein shall be mortgaged, pledged, assigned or transferred by Lessee, without the prior written consent of Lessor. Lessee shall at all times remain liable for the performance of the Lease, notwithstanding any assigning, transferring or subletting which may be made. In no event shall Lessee sublease or permit the use of all or any part of the Property so as to cause the interest component of the Rental Payments to become includable in Lessor's gross income for computation of federal income taxation. Lessor shall have the right to assign its interest in this Lease and the Rental Payments to another party, and Lessee agrees to execute any and all documents necessary and proper in connection therewith.

18. Default by Lessee. If: (i) Lessee fails to pay any Rental Payment or other payment within fifteen (15) days from the date it is due and payable; (ii) Lessee fails to observe and perform any other term, covenant or condition contained herein for a period of thirty (30) days after written notice thereof from Lessor to Lessee; (iii) Lessee abandons the Property; or (iv) Lessee's interest in this Lease or any part thereof is assigned or transferred without the written consent of the Lessor, then Lessee shall be deemed to be in default hereunder. If Lessee is in default, Lessor shall have the right, at its option, and without any further demand or notice:

a) to terminate this Lease and to take possession of the Property, using all necessary force to do so, and sell the Property;

b) to take possession of the Property and without terminating this Lease re-let the Property upon such terms and conditions as Lessor may deem advisable, in which event the rents received on such re-letting shall be applied first to the expense of reletting and collection, including any necessary renovation and alteration of the Property, reasonable attorney's fees and costs of suit in equity or action at law to enforce the terms and conditions of this Lease, and thereafter toward payment of all sums due or to become due Lessor hereunder. If a sufficient sum shall not be thus realized to pay such sums and other charges, Lessee shall remain liable for and will pay Lessor any cumulative net deficiency. The foregoing remedies of Lessor are in addition to and not exclusive of any other remedy of Lessor. Any repossession of the Property shall be allowed by Lessee without hindrance.

19 Miscellaneous. This Agreement may be amended, modified or supplemented only by the written agreement of all parties hereto. The waiver or failure to insist upon strict compliance with any obligation, representation, warranty, agreement or condition hereunder shall not operate as a waiver of any subsequent non-compliance. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This Agreement embodies the entire agreement and understanding of the parties. This Agreement supersedes all prior discussions, negotiations, agreements and understandings between the parties. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, but which together shall constitute one original.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

City of Independence, Kansas
"Lessee"

BY: _____

Name: Leonhard Caflisch
Title: Mayor, City of Independence

(Seal)

ATTEST:

BY: _____

Name: _____

Title: _____

Commercial Bank
"Lessor"

BY: _____

Name: Charles W. Goad
Title: President, Independence

STATE OF KANSAS)
) ss:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me on _____, 2020 by Charles W. Goad, President, Independence on behalf of Lessor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

STATE OF KANSAS)
) ss:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me on _____, 2020 by Leonhard Caflisch, Mayor, City of Independence, KS, on behalf of Lessee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

EXHIBIT A

DESCRIPTION OF PROPERTY

2020 John Deere 6135E Tractor Serial Number:
And all accessories and accessions contained in or attached thereto.

2020 Bush Hog 2820 Serial Number:
And all accessories and accessions contained in or attached thereto.

EXHIBIT B

PAYMENT SCHEDULE

See Attached Amortization Schedule

Rate:	2.45%	**Payment:**	$9,648.52	**Term:**	60	**APR:**	2.451343%
Interest:	$6,197.65	**Credit Life:**	$0.00	**A/H:**	$0.00		

Original Balance: $90,287.54

Amortization Schedule

Date	Number	MOB	Interest	Principal	Payment	Balance
10/01/2020	1	$0.00	$1,109.05	$8,539.47	$9,648.52	$81,748.07
Year 2020		**$0.00**	**$1,109.05**	**$8,539.47**	**$9,648.52**	
04/01/2021	2	$0.00	$998.67	$8,649.85	$9,648.52	$73,098.22
10/01/2021	3	$0.00	$897.91	$8,750.61	$9,648.52	$64,347.61
Year 2021		**$0.00**	**$1,896.58**	**$17,400.46**	**$19,297.04**	
04/01/2022	4	$0.00	$786.10	$8,862.42	$9,648.52	$55,485.19
10/01/2022	5	$0.00	$681.56	$8,966.96	$9,648.52	$46,518.23
Year 2022		**$0.00**	**$1,467.66**	**$17,829.38**	**$19,297.04**	
04/01/2023	6	$0.00	$568.29	$9,080.23	$9,648.52	$37,438.00
10/01/2023	7	$0.00	$459.87	$9,188.65	$9,648.52	$28,249.35
Year 2023		**$0.00**	**$1,028.16**	**$18,268.88**	**$19,297.04**	
04/01/2024	8	$0.00	$347.00	$9,301.52	$9,648.52	$18,947.83
10/01/2024	9	$0.00	$232.75	$9,415.77	$9,648.52	$9,532.06
Year 2024		**$0.00**	**$579.75**	**$18,717.29**	**$19,297.04**	
04/01/2025	10	$0.00	$116.45	$9,532.06	$9,648.51	$0.00
Year 2025		**$0.00**	**$116.45**	**$9,532.06**	**$9,648.51**	
Grand Total		**$0.00**	**$6,197.65**	**$90,287.54**	**$96,485.19**	

This is for information only - terms and conditions may change

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2020

Department Safety & Code Enforcement **Director Approval** *David Cowan*

AGENDA ITEM Public Hearing to consider condemnation of 312 S. 15th Street.

SUMMARY RECOMMENDATION City staff recommends adopting a resolution rescinding condemnation action.

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

BUDGET IMPACT N/A.

SUGGESTED MOTION I move that a resolution be adopted rescinding condemnation action for the property at 312 S. 15th Street, and authorize returning insurance proceeds to the owner.

SUPPORTING DOCUMENTS Resolution

RESOLUTION NO. 2020-013

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

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

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

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

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

Legal Description
Lot 38; Glennwood Addition to the City of Independence, Montgomery County, Kansas

Common Address
312 S. 15th Street

Mortgage

Adopted this 26th day of March, 2020.

(SEAL)

_____
Mayor

_____
City Clerk

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2020

Department Administration **Director Approval** *Kelly Passauer*

AGENDA ITEM Consider a conditional use permit for a daycare at 609 Mulberry Street.

SUMMARY RECOMMENDATION The Planning Commission recommends approval.

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

BUDGET IMPACT There is no anticipated budget impact.

SUGGESTED MOTION I move to authorize the Mayor to sign the attached resolution to grant a conditional use permit for a daycare at 609 Mulberry Street.

SUPPORTING DOCUMENTS

1. Staff report to Planning Commission
2. Resolution

Planning Commission

b. Public hearing to consider a request for a conditional use permit for a daycare in an R-1, large lot single-family dwelling district at 609 Mulberry Street.

Summary

The Planning and Zoning Commission has received a request for a conditional use permit from Aubrey Carpenter for a daycare at 609 Mulberry Street.

City Zoning Code Section 403. 0 defines a day care facility as follows:

Day care facility. Anyplace, home or institution which receives four or more children under the age of 18 years for any part of the 24- hour day for compensation; provided, however, this definition shall not include public and private schools organized, operated or approved under the laws of the state, custody of children fixed by a court of competent jurisdiction, children related by blood or marriage, to the day care 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.

Appendix "A" of the Zoning Ordinance allows a day care facility as a permitted use in the C- 1 and C- 2 districts. Day care facilities are allowed as a conditional use in the A- 1, R- 1, R-2, R-3, R-4, R- 5, O/ P and C- 3 zones. Day care facilities are not permitted in the M- 1 and M-2 zones.

Conditional Use Permit

The zoning ordinance in section 901. 1 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

Article X of the Zoning Ordinance addresses special provisions applying to miscellaneous conditional uses:

1001. 0. Purpose.

1001.1. Purpose: In granting a conditional use, the city may impose such conditions, safeguards and restrictions upon the premises benefited by the conditional use as may be

necessary to reduce or minimize any potentially injurious effect of such conditional uses upon other property in the neighborhood, and to carry out the general purpose and intent of these regulations. Any lessening or subverting of those limitations and requirements constitutes a variance and must be treated accordingly. The following additional conditions shall be a requirement for the approval of the following conditional uses.

1003. 0. Day care facilities for more than four children.

1003. 1. Special conditions: Day care facilities for more than four children shall meet the following provisions when authorized as a conditional use in any residential district:

a. City, county and state standards: All day care facilities shall be licensed by the state and shall meet all city, county and state health department requirements pertaining to facilities, equipment and other features

b. Loading zone: A loading zone capable of accommodating one car for every ten children shall be provided in addition to the required parking area in order to provide for easy pickup and discharge of passengers.

c. Operation: Any day care facility shall be operated in a manner that will not adversely affect other properties and uses in the area

d. Screening required: Any day care facility located in a building other than a residential dwelling or any residential dwelling used for a day care facility for seven or more children shall provide a visual screen along all property lines abutting any residential use

Section 610 and 1003 address the minimum provisions the Planning Commission should consider when authorizing a day-care facility in a residential district:

610.0. Family day care homes.
610.1. Definition: A ' family day care home" shall be defined as any facility for the care of four or more children, but no more than ten children, including the homeowner's or resident's children, on a professional basis, and subject to state licensing, which is operated out of the residence in which the owner resides.
610.2. [Home occupation license.] Each family day care home must obtain a home occupation license and comply with the restrictions, limitations and requirements contained in 605.0 except as modified herein:

a. Said facility shall be allowed one sign, not to exceed 18 inches by 36 inches in dimension, which shall be attached to the house.
b. Outdoor storage of materials shall be permitted insofar as such materials or equipment are utilized as part of the day care operation.
c. The primary resident of the dwelling must operate the facility, who need not be an owner of the dwelling.
d. Said facility shall be exempt from all off-street parking requirements included in 701.0

e. *Children at play on the exterior of the house shall not be considered visible evidence of the business as provided by section 605.1.*

610.3. Special conditions

a. *No day care home may operate in an apartment or duplex*
b. *Each applicant for a home occupation license under this section shall be licensed or registered by the State of Kansas prior to receiving such home occupation license.*
c. *Any family day care home or facility shall be operated in a manner that will not adversely affect other properties and uses in the area.*

In addition to the above special conditions required by the zoning code, 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.

City staff has reviewed the sites regarding the above special conditions and wishes to provide the following:

a. *City, county and state standards: The applicant would be required to meet all City, county and state standards which includes receiving a State daycare license and a City occupation license.*
b. *Loading zone: One off-street loading zone for every ten children is required by code. However, if the daycare facility is only licensed for nine children or less an off-street loading zone is not required.*
c. *Operation: City staff is not aware of any issues in the operation of this day care that would adversely affect adjoining property owners.*
d. *Screening required: Screening is only required for seven or more children, if this facility is licensed for six children or less then no screening is required.*

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 special conditions required for a day care facility within a specified period of time in addition to any other conditions the Planning Commission wishes to require. 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

City staff recommends granting the conditional use permit with the following conditions:

1. The applicant must meet all the "special conditions" set forth in Section 1003. 1 a, b, c, and d of the Zoning Code as follows:

a. *City, county and state standards: All day care facilities shall be licensed by the state and shall meet all city, county and state health department requirements pertaining to facilities, equipment and other features.*

b. *Loading zone: A "hard surfaced" loading zone capable of accommodating one car for every ten children shall be provided within one year in addition to the required parking area in order to provide for easy pickup and discharge of passengers.*

c. *Operation: Any day care facility shall be operated in a manner that will not adversely affect other properties and uses in the area.*

d. *Screening required: Any day care facility located to a building other than a residential dwelling or any residential dwelling used for a day care facility for*

seven or more children shall provide a visual screen along all property lines abutting any residential use. The applicant will have one year to meet this requirement.

2. The conditional use permit is not transferable to another property owner or to another location.

3. The applicant 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 the criteria "a through g" of Section 902.2 of the zoning code.

City of Independence, Kansas

NOTICE TO THE PUBLIC

The Independence, Kansas, Planning Commission will conduct a public hearing on:

Tuesday, March 3, 2020 at 5:30 p.m.

To receive comments on a request for a conditional use permit for a daycare in an R-1, large lot single-family dwelling district at 609 Mulberry Street.

Legal Description:
Beginning 35' west of the northeast corner of Lot 2, west 131.2', south 110', east 131.2', north 110' to the point of beginning; Block 3, Highland Park Addition to the City of Independence, Montgomery County, Kansas.

Common Addresses:
609 Mulberry Street

Applicant/Owners:

Aubrey Carpenter, Applicant

Ryan W. and Tammy D. Carpenter, Owners

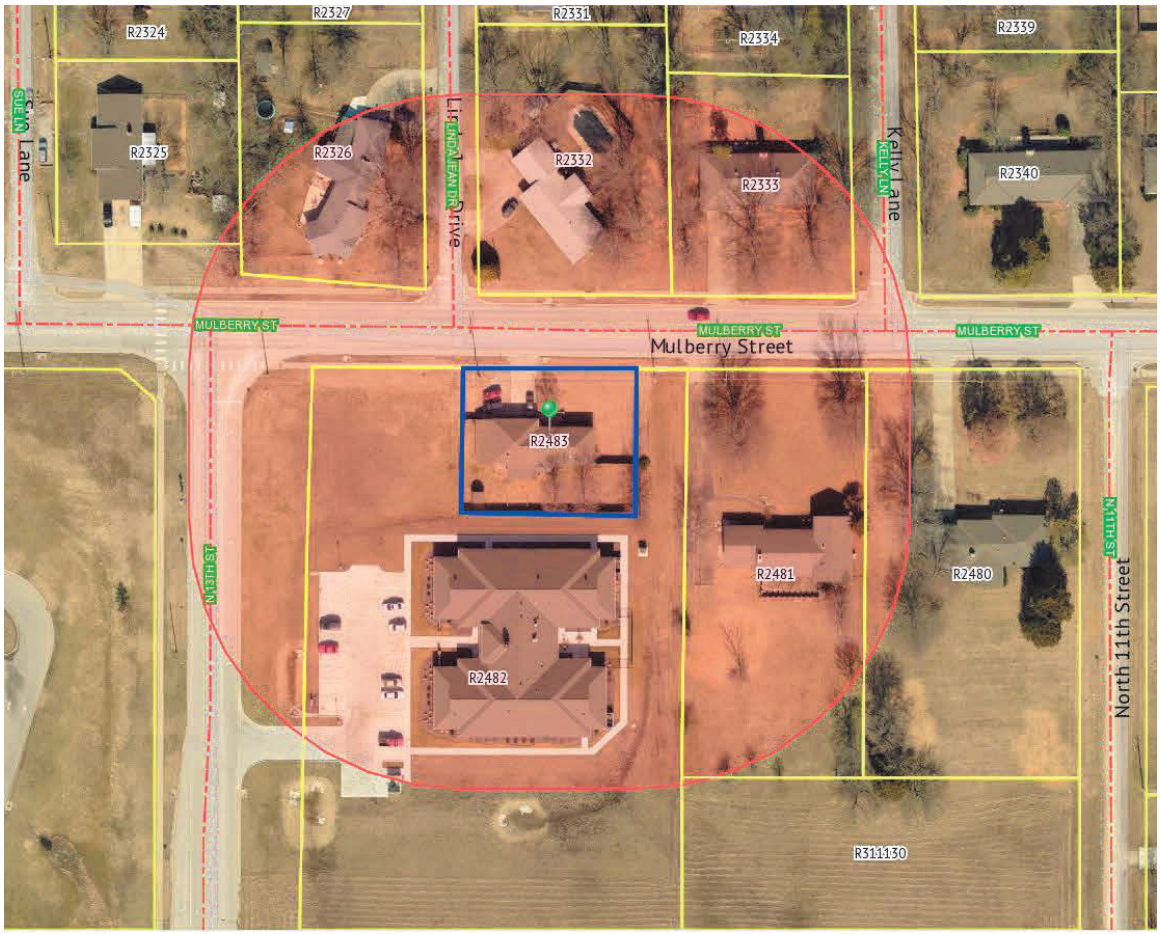
Case Number:
2020/CUP/03

The hearing will be conducted in the Veterans Room, Memorial Hall, 410 N. Penn, Independence, Kansas, and will begin at 5:30 p.m. All interested persons should attend and they will be heard. Persons wishing to comment, but who cannot attend this hearing, should provide their written comments to:

Kelly Passauer
Zoning Administrator
811 W. Laurel Street
Independence, KS 67301
(620) 332-2506

Information regarding this application is available in the Zoning Administrator's office. If special accommodation is required, please inform the Zoning Administrator.

Kelly Passauer, Zoning Administrator


R2324
R2327
R2331
R2334
R2339
R2325
R2326
R2332
R2333
R2340
SUE LN
Lane
LINDA LEAN DR
Drive
KELLY LN
Kelly Lane
MULBERRY ST
MULBERRY ST
MULBERRY ST
Mulberry Street
R2483
R2481
R2480
R2482
N 11TH ST
North 11th Street
R311130

Print Page

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View Sketch --- Back to Search Page --- Home

The Parcel Number for this Property is 063-086-24-0-40-02-004.00-0
Quick Ref ID: 2483

Owner Information

Owner Name	CARPENTER, RYAN W & TAMMY D
Address	609 MULBERRY ST INDEPENDENCE, KS 67301

Property Situs Address

Address	609 MULBERRY ST, Independence, KS 67301

Land Based Classification System

Function	Single family residence (detached)
Activity	Household activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	1
Zoning	
Neighborhood	108.A
Tax Unit Group	108

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2019 Appraised Value

Class	Land	Building	Total
Residential - R	8,770	94,130	102,900
Total	8,770	94,130	102,900

Tract Description

HIGHLAND PARK ADD, S24, T32, R15, BEG 35' W NE COR LT 2 BLK 3 W 131.2' S 110' E 131.2' N 110' TO POB; LOT WIDTH: 131.2 LOT DEPTH: 110.0
Plat Book/Page 6 /25 Deed Book/Page 630 /437 621 /630 580/113 559 /140 550 /164 527 /288 522 /095 381 /140 359 /174

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
630	**437**	**621**	**630**	**580**	**113**		

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	14410										8,770

Dwelling Information

Dwelling Information	
Res Type	Single-family Residence
Quality	AV
Year Built	1980
Eff Year	
MS Style	One Story
LBCSStruct	Detached SFR unit
No. of Units	
Total Living Area	
Calculated Area	1,520
Main Floor Living Area	1,520
Upper Floor Living Area Pct.	
CDU	AV
Phys/Func/Econ	AV/ /
Ovr Pct Gd/RCN	/164,280
Remodel	1986
Percent Complete	
Assessment Class	
MU Cls/Pct	

Comp Sales Information	
Arch Style	Ranch
Bsmt Type	Crawl - 2
Total Rooms	7
Bedrooms	3
Family Rooms	1
Full Baths	2
Half Baths	
Garage Cap	2
Foundation	Block - 3

Dwelling Components

Code	Units	Pct	Quality	Year
Raised Slab Porch (SF) with Roof	6			
Wood Deck (SF) with Roof	200			
Veneer, Brick		25		
Attached Garage (SF)	1,032			
Garage Finish, Attached (SF)	1,032			
Paving, Flagstone (SF)	154		2	1980
Frame, Cement Fiber Siding		75		
Composition Shingle		100		
Raised Subfloor (% or SF)		100		
Warmed & Cooled Air		100		
Plumbing Fixtures (#)	8			
Plumbing Rough-ins (#)	1			
Single 1-Story Fireplace (#)	1			
Automatic Floor Cover Allowance				
Open Slab Porch (SF)	55		2	1980

Building Improvements

Id	Occupancy	MSCls	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
68	Prefabricated Storage Shed	D	1.00	1	1985			64	32	6	8 X 8	1	2	3					1,070	20	210

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Parcel Search powered by THOMSON REUTERS

APPLICATION FOR CONDITIONAL USE PERMIT
PLANNING AND ZONING COMMISSION

DATE FILED _____
$200 FEE PAID _____

NAME AND ADDRESS OF PERSON MAKING APPLICATION:
Aubrey Carpenter
609 Mulberry

LEGAL DESCRIPTION OF LAND INVOLVED:
Residence

COMMON ADDRESS OF SAID LAND:
609 Mulberry

PRESENT ZONING CLASSIFICATION: R-1

STATEMENT OF INTENDED USE OF PROPERTY:
Daycare

DESCRIPTION OF ARCHITECTURE & EXTERIOR MATERIAL TO BE USED: NA

On the reverse side, please provide the following information: (1) Site Plan, drawn at appropriate scale, showing existing and proposed building location, parking areas, interior drives, and location and type of outdoor lighting; (2) Existing and proposed topography, drawn at appropriate contour intervals as specified by the Zoning Administrator; (3) Location of, and proposed connections to, existing water supply and sanitary sewage system; (4) North point, scale and date; (5) Names of landowner, developer and firm preparing the plan.

2.3.20
Date

Aubrey Carpenter
Signature of Applicant

I hereby certify that I have personally verified the dimensions as shown on the attached drawing and find them to be a correct representation of the conditions.

_____ Date

_____ Signature of Building Inspector

Action of Planning and Zoning Commission:

_____
(Approved, Denied --- Date)

Comments:

_____

_____ Chairman

_____ Vice Chairman

_____ Secretary

We, Ryan and Tammy Carpenter give permission to our daughter, Aubrey Carpenter, to have a daycare in our home.

3/3/2020

Tammy Carpenter

Ryan W. Carpenter

CITY OF INDEPENDENCE

REC#: 01079679 2/03/2020 3:27 PM
OPER: JESS TERM: 001
REF#:

TRAN: 1.9000 VARIANCE
AUBREY CARPENTER 609 MULBERRY
CONDITIONAL USE PERMIT
MISC FEES 200.00CR

TENDERED: 200.00 CASH
APPLIED: 200.00-

CHANGE: 0.00

RESOLUTION NO. 2020 – _____

A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT TO OPERATE A DAYCARE AT 609 MULBERRY STREET.

WHEREAS, at a public hearing conducted on July 11, 2017, the Independence Planning and Zoning Commission voted to approve a request for a conditional use permit to operate a daycare at 609 Mulberry Street.

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

The recommendation of the Independence Planning & Zoning Commission to issue a conditional use permit to operate a daycare at 609 Mulberry Street, is approved as hereinafter modified.

The property in question has the following legal description:

Beginning 35' west of the northeast corner of Lot 2, west 131.2', south 110', east 131.2', north 110' to the point of beginning; Block 3, Highland Park Addition to the City of Independence, Montgomery County, Kansas.

The applicant must meet the following requirements:

1. The applicant must continue to meet all the "special conditions" set forth in Section 1003.1 a, b, c and d of the Zoning Code as follows:

    a. City, county and state standards: All day care facilities shall be licensed by the state and shall meet all city, county and state health department requirements pertaining to facilities, equipment and other features.

    b. Loading zone: A "hard surfaced" loading zone capable of accommodating one car for every ten children shall be provided in addition to the required parking area in order to provide for easy pickup and discharge of passengers.

    c. Operation: Any day care facility shall be operated in a manner that will not adversely affect other properties and uses in the area.

    d. Screening required: Any day care facility located in a building other than a residential dwelling or any residential dwelling used for a day care facility for seven or more children shall provide a visual screen along all property lines abutting any residential use.

2. The conditional use permit is not transferable to another property owner or to another location.
3. The applicant 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.

Adopted and approved by the Governing Body of the City of Independence, Kansas, on this 26th day of March, 2020.

(Attest)

_____ _____

Mayor Director of Finance / City Clerk

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2020

Department Administration **Director Approval** *Kelly Passauer*

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

SUMMARY RECOMMENDATION City staff recommends approval.

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

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

BUDGET IMPACT The anticipated budget impact for the cost and installation of the sign is approximately $100.

SUGGESTED MOTION I move to authorize a 15-minute parking space near 201 North Penn Avenue.

SUPPORTING DOCUMENTS

1. Request from Terry Scott.
2. Proposed Sign Location.

From: Terry Scott
To: Kelly Passauer
Subject: Re: March 26, 2020 Agenda Request for Limited Parking
Date: Thursday, March 12, 2020 8:50:49 AM

The Independence Pharmacy Inc would like to request a 15 minute parking space,this would allow our mobility challenged customers availability to the pharmacy.
Thank You
Terry Scott (owner)

Sent from my iPhone

On Mar 11, 2020, at 4:17 PM, Kelly Passauer <kellyp@independenceks.gov> wrote:

Terry,

Please email me the request for a limited time parking spot as we spoke about on the phone, and please include the amount of time you are requesting. I will need this by March 19th for the March 26th agenda.

Thanks!

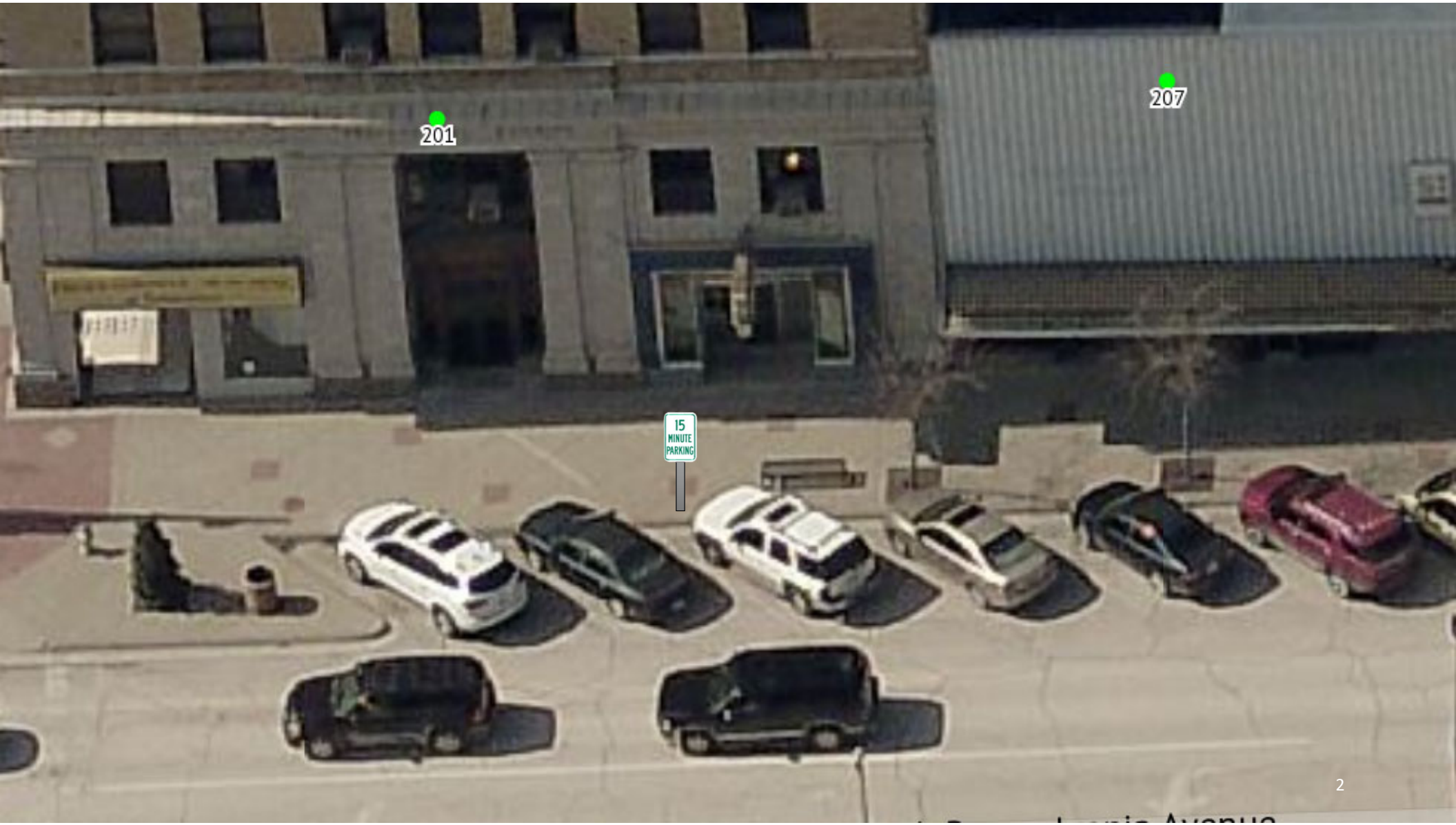
Kelly

Kelly C. Passauer, CPM
Assistant City Manager/Zoning Administrator

<image001.jpg>

City Hall
811 W. Laurel Street
Independence, KS 67301
(620) 332-2506

Important: This communication, including attachments, is for the exclusive use of the addressee and may contain proprietary, confidential or privileged information. If this email and any files were sent to you in error, be advised that any use, dissemination, forwarding, printing or copying of this email and/or any files are strictly prohibited. Please immediately delete it from your computer and any servers or other locations where it might be stored and email kellyp@independenceks.gov or call Kelly Passauer, Assistant City Manager, at 620-332-2506 advising you have done so. The City of Independence appreciates your cooperation.


201
207
15
MINUTE
PARKING

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2020

Department Safety & Code Enforcement **Director Approval** *David Cowan*

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

SUMMARY RECOMMENDATION City staff recommends setting a public hearing date to consider condemning this property as dangerous and unsafe.

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

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

SUGGESTED MOTION I move to set the date of May 28, 2020, at 5:30 p.m. for a public hearing to consider condemnation of the fire-damaged structure at 818 E. Edison Street.

SUPPORTING DOCUMENTS

1. Pictures
2. Resolution

CITY OF
INDEPENDENCE
KANSAS

"Delivering Excellence"

March 2, 2020

Alisha Florio & Dale Uhls
2361 Gallot Rd
Peru, Ks. 67360

Dear Ms. Florio:

I am writing to inform you that the City of Independence will be asking the Commission on March 26, 2020, to set a date of May 28, 2020, to consider condemnation of the structure at 818 E. Edison Street as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on May 28, 2020, I need for you to communicate with me your intentions with the property.

1. Do you plan to make repairs to the structure?
    a. If yes, the City will need a timeline of repairs.
        i. On a piece of paper, please provide information on who will be making the repairs and a timeline of completion of those repairs.

    b. If no, you do not plan on making repairs to the house.
        i. The City of Independence will proceed with condemnation and will work with you to have the structure removed or sold within a timeframe set by City Code.

2. If possible, I would like to inform the City Commission of your intentions on March 26 at 5:30 p.m. at the Veteran's Room at Memorial Hall. You are welcome to attend the meeting and inform the commission of your intentions if you desire, or you can communicate with me, and I can inform them.

3. If I do not hear from you by March 26, it will be **very important** that you communicate or attend the May 28, 2020 meeting to avoid condemnation of the property.

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

Thank You,

David Cowan, Building Inspector
City of Independence Kansas

RESOLUTION NO. 2020-014

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF HEARING BEFORE THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, OF WHICH OWNERS, OWNERS AGENTS, LIEN HOLDERS OF RECORD AND ANY OCCUPANTS, IF ANY, OF THE STRUCTURE OR STRUCTURES IDENTIFIED BELOW, IN SAID CITY MAY APPEAR AND SHOW CAUSE WHY SAID STRUCTURE OR STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED PURSUANT TO K.S.A. 12-1751 ET. SEQ.

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 26th day of March 2020, file with the Governing body of said City, statements and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

Legal: Lot 141; Aganippe Park Addition to the City of Independence, Montgomery County, Kansas

Common Address: 818 E Edison Street

Mortgage:

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

That a public hearing will be held on Thursday**, May 28, 2020** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in the Veterans Room, Memorial Hall, Penn Ave. and Locust Streets, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

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

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

Adopted this 26th day of March 2020.

(SEAL)

_____
Mayor

_____
City Clerk

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2020

Department Utilities **Director Approval** Terence Lybarger

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

SUMMARY RECOMMENDATION Approve the Agreement.

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

BUDGET IMPACT $7,200 from the Utility Fund.

SUGGESTED MOTION I move to approve the agreement with MHC pending City Attorney approval.

SUPPORTING DOCUMENTS Agreement with MHC.

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is entered into by the City of Independence, located in Independence, Kansas, here-in-after called "CITY" and AssureCo Risk Management and Regulatory Compliance LLC (d/b/a/ MunicipalH2O.com); here-in-after called "MHC". In consideration of the terms and conditions herein, the parties agree as follows:

1. SERVICES TO BE PROVIDED BY MHC. In accordance with the terms of this AGREEMENT, CITY agrees to contract with MHC to perform professional services ("Services") related to CITY compliance with EPA Risk Management Program requirements for the following facility:

WATER TREATMENT PLANT	520 EAST OAK	INDEPENDENCE	KS

Services will be performed using online services available at www.MunicipalH2O.com as specified in the attached Exhibit A. MHC shall provide services to CITY as an independent contractor, not as an employee of CITY. All services required hereunder will be performed by MHC or under its supervision.

2. MHC COMPLIANCE GUARANTEE. MHC agrees to pay any and all fines imposed by the Environmental Protection Agency (EPA), or in OSHA-delegated states the responsible state agency, levied on CITY because of CITY's failure to comply with EPA's Risk Management Program rule ("RMP") or the state's equivalent of RMP, provided that the fine is for a failure to comply during the term of MHC's Services, following MHC's completion of the Services specified as part of the Compliance Set-up Services in Exhibit A, and provided that CITY has fully complied with CITY's Compliance Guarantee Requirements specified in Exhibit B. CITY agrees to promptly notify MHC in the event that a fine, otherwise covered by this guaranty, is proposed or levied and further agrees to provide MHC with a copy of the written citation and allow MHC to communicate with EPA or the state agency, in conjunction with CITY, to attempt to negotiate a reduction in the amount of said fine or otherwise mitigate the amount thereof, should MHC, in its sole discretion, choose to do so. Notwithstanding the above provisions, this guaranty shall exclude any fine levied for a violation resulting from any error or omission of CITY: (a) to maintain equipment, and properly document such maintenance, covered by RMP requirements (e.g. such as hoists and chlorine detectors) according to procedures specified by the manufacturer in the owner's manual, and (b) to provide in a timely manner operator procedures training for new operators

and refresher training for existing operators and properly document such training as required by RMP. MHC agrees that it is responsible for including such RMP requirements in the written Prevention Program provided to CITY by MHC. This guaranty shall also exclude any fine levied more than one (1) year after the termination of this Agreement for any reason by either party.

3. COMPENSATION. CITY agrees to pay MHC a one-time Setup Fee of **$3,000.** Additionally, CITY agrees to pay MHC a monthly fee of **$350** for a first-year total cost of **$7,200** (Setup Fee plus 12 months of monthly fees) for the professional services specified in Exhibit A during the term of this AGREEMENT. Payments are due within thirty (30) days of CITY's receipt of invoice. If services beyond the professional services described in Exhibit A are required by CITY, the time and cost required to perform such services shall be agreed upon by CITY and MHC prior to the initiation of such work. The parties agree that the professional services specified in Exhibit A, with the exception of MHC's presence during an EPA or state inspection, normally can be performed by telephone and through the online services of MunicipalH2O.com. If any of the professional services require a site visit, including during an EPA or state inspection, and if CITY approves the site visit in advance, CITY agrees to reimburse MHC for travel expenses to include mileage expense calculated using current IRS rates (or airfare and rental car if less expensive) and lodging and meals if required to complete the work.

4. COOPERATION. CITY agrees to provide such cooperation and support as reasonably necessary to allow MHC to timely and efficiently complete the required services.

5. TERM AND TERMINATION. The AGREEMENT is effective on the date of signature by CITY and MHC, for a Term of twelve (12) calendar months, during which time the AGREEMENT may only be terminated in the event of a material breach of the Agreement, which the defaulting party fails to cure within ten (10) business days of written notice. The AGREEMENT will automatically renew each year at the Monthly Service Fee quoted for an additional one-year term on the anniversary of the effective date unless written notice is provided to the other party by the party wishing to terminate at least thirty (30) days prior to the renewal date.

6. CONFIDENTIALITY. The parties to this AGREEMENT agree that neither they nor their employees, agents and assigns shall disclose any information pertaining to the business affairs, finances, methods of operation, computer programs or any personal information of the other, whether written, oral, or otherwise, except where required by law or upon express consent of the other party.

7. NOTICES. Any notices required pursuant to this AGREEMENT shall be mailed to the parties at the following addresses:

AssureCo Risk Management and Regulatory Compliance LLC (MHC):

ARMARC/MunicipalH2O
Attention: MHC Business Operations
650 South Shackleford Rd, Suite 325
Little Rock, AR 72211

City of Independence (CITY):

City of Independence
Attention: Director of Utilities
811 West Laurel Street
Independence, KS 67301

8. MISCELLANEOUS. Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than CITY and MHC, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of CITY and MHC and not for the benefit of any other party. If any provision of this AGREEMENT is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this AGREEMENT and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this AGREEMENT to replace such stricken provision with a valid and enforceable provision with comes as close as legally possible to expressing the intention of the stricken provision. This AGREEMENT is governed by the laws of the State of Arkansas and any legal action brought shall be brought in Pulaski County, Arkansas.

This AGREEMENT, together with Exhibit A and Exhibit B attached hereto, constitutes the entire AGREEMENT between CITY and MHC and supersedes all prior written or oral understandings. This AGREEMENT is executed in two counterparts.

IN TESTIMONY HEREOF, the duly authorized representatives of the parties have executed this AGREEMENT as shown below:

City of Independence (CITY):

_____ _____
Print Name Date

_____
Signature

_____
Title

AssureCo Risk Management and Regulatory Compliance LLC (MHC)

Stephen Glenn 3-19-2020
Print Name Date

Signature

VP Business Operations
Title

EXHIBIT A
Scope of Services

In accordance with the terms of the AGREEMENT, MHC will provide the following professional services:

Compliance Set-up Services for the Facility:

1. Conduct an EPA Compliance Audit
2. Based on information provided by CITY, create and/or update RMP written documentation, including:
   - Compliance Audit Report
   - Hazard Assessment using EPA's RMP*Comp software and the latest available US Census software available from the MARPLOT mapping program.
   - RMP Prevention Program with all elements as required by EPA
   - Hazard Review or Process Hazard Analysis
3. Complete EPA registration forms and electronic filing using EPA's RMP*eSubmit as required.
4. Set up MunicipalH2O web-based account allowing CITY to receive the RMP Compliance Alert Service.
5. Provide training to CITY on the use of online RMP tools and resources available through the MunicipalH2O web-based service.

Ongoing Compliance Maintenance Services for the Facility:

1. Maintain and update as needed the CITY MunicipalH2O.com web site to reflect any changes that occur in the facility or operations of CITY by maintaining regular contact with CITY to inquire about facility or process changes that may have affected RMP compliance requirements;
2. Assist in the conduct and documentation of the recurring requirements of the RMP standards, as needed, to include:
   - Written Prevention Program updates
   - Compliance Audits and reports
   - Hazard Review/Analysis updates and reports
   - Operating Procedures updates and training materials
   - Written Hazard Assessment updates
   - EPA Registration updates and submittals
3. Conduct, in cooperation with CITY, an annual RMP Compliance Review of the facility and process covered by this Agreement to ensure ongoing compliance and update documentation as needed. Annual Compliance Review shall be conducted by telephone or web-conference using the online automation tools of MunicipalH2O;
4. Provide onsite support upon request in conjunction with an EPA or state inspection related to RMP, provided that at least five (5) business days' prior written notice (email, fax, postal mail or courier) is provided to MHC; and
5. Provide the Compliance Guarantee to pay any fines resulting from MunicipalH2O's errors or omissions as specified in this Agreement.

EXHIBIT B
Compliance Guarantee Requirements

In accordance with the terms of Section 2 of the AGREEMENT, CITY understands and agrees that the MHC Compliance Guarantee is invalidated and becomes immediately null and void if CITY does not consistently and promptly perform the following requirements ("Compliance Guarantee Requirements"):

1. In response to MHC's email and/or telephone request, provide MHC with timely and accurate information regarding all changes in CITY facility treatment processes, personnel, equipment used, operating procedures, equipment maintenance procedures, quantities of chemicals used, and other matters relevant to EPA or State Risk Management Program Requirements. It shall be CITY's responsibility to return MHC's telephone call based on MHC leaving one voicemail message at CITY's telephone number of record and sending one email to CITY's email address of record;

2. Promptly implement and adequately document the performance of the recurring requirements specified in the written Prevention Program provided by MHC to CITY, including proper equipment maintenance in accordance with manufacturer's specifications and proper training of new facility operators and service suppliers ("Recurring Requirements");

3. Promptly implement and adequately document the performance of all actions specified as needed for EPA and State Risk Management Program compliance in MHC Compliance Alerts made available on CITY's MHC website home page accessible at www.MunicipalH2O.com and/or provided to CITY in a written communication from MHC delivered by U.S. Postal service mail, overnight courier, email or Facsimile ("Required Actions");

4. Promptly reply to any MHC telephone call when a voicemail is left by MHC at CITY telephone number of record indicating the call is regarding CITY "RMP Compliance Update" and promptly reply to any email from MHC entitled "RMP Compliance Update" sent to CITY email address of record.; and

5. Ensure that MHC is always provided with current information regarding CITY designated compliance contact person, an alternate contact person in the event that the primary contact person is not available, and the telephone number(s), email address(es) and Facsimile number(s) appropriate for compliance-related communications.

6. Promptly notify MHC of receipt of any communication from EPA, OSHA or a state agency regarding CITY's non-compliance with RMP requirements covered under this Agreement; and grant MHC permission to communicate directly with EPA, OSHA or state agency making such allegation of non-compliance in an effort to avoid a citation or mitigate the amount of fine related to the alleged non-compliance.