

AGENDA

Independence City Commission

June 11, 2020

Veterans Room Memorial Hall 5:30 PM

To participate via conference call: +1 785-289-4727

Conference ID: 301 525 61#

I. REGULAR SESSION

A. Call To Order

B. Pledge Of Allegiance To The United States Of America

C. Adoption Of Agenda

II. PRESENTATIONS

A. Awards Ceremony For Fire/EMS.

Documents:

[RCA AWARDS STRUCTURE FIRE.PDF](#)

B. 2019 Year End Report

Documents:

[2019YEARENDREPORT-REDUCED.PDF](#)

[2019 IPD YER FINALIZED.PDF](#)

III. CONSENT AGENDA

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

A. Appropriations

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

Documents:

[ORDINANCE NO A-1863A.PDF](#)
[ORDINANCE NO A-1864.PDF](#)
[ORDINANCE NO P-1837.PDF](#)

B. Consider Minutes Of The March 3, 6, And 12, 2020 Meetings.

Documents:

[MARCH 3 2020 SPECIAL MEETING MINUTES.PDF](#)
[MARCH 6 2020 SPECIAL MEETING MINUTES.PDF](#)
[MARCH 12 2020 MINUTES.PDF](#)

C. Consider Authorizing The Sale Of Property Located At 1901 Bradley Court.

Documents:

[RCA1901 BRADLEY ROTHGEB.PDF](#)

D. Consider Authorizing The Abatement Of Nuisance Taxes For 812 S. 4th.

Documents:

[RCA - ABATE NUISANCE TAXES - 812 S 4TH.PDF](#)

IV. ITEMS FOR COMMISSION ACTION

A. Consider Scheduling A Special Meeting On June 23, 2020 At 9 AM To Further Refine Proposed Projects For The Special Use Sales Tax Renewal.

Documents:

[RCA - SUST.PDF](#)

B. Consider Change Orders 8 And 9 For The City Hall Project.

Documents:

[RCA -- 1916 CITY HALL CHANGE ORDERS.PDF](#)

C. Consider A Proposal From TreanorHL To Develop Concept Design Options For 1916 City Hall And A

Public Safety Center.

Documents:

[RCA -- CITY HALL AND PUBLIC SAFETY CONCEPT DESIGN.PDF](#)

- D. Consider Scheduling A Special Meeting On June 30, 2020 At 9 AM To Discuss Phase II For 1916 City Hall.**

Documents:

[RCA -- CITY HALL PHASE II.PDF](#)

- E. Consider Awarding Bids For Construction Of Project 75-63-U-2356-01, Mill And Overlay Of US 75/160 Near The Peter Pan Intersection.**

Documents:

[RCA US 75 160 NEAR THE PETER PAN INTERSECTION.PDF](#)

- F. Consider Contract For Engineering Services For A Pavement Restoration Project On West Main From 8th To 10th.**

Documents:

[RCA ENGINEERING CONTRACT - TRANSYSTEMS.PDF](#)

- G. Consider An Ordinance Authorizing A Parcel Split In Block 1 Of Dossville Addition Due To Flood Plain Restrictions.**

Documents:

[RCA - LOT SPLIT.PDF](#)

- H. Consider Authorizing The Mayor To Sign A Grant Agreement With Kansas Department Of Commerce To Receive CDBG-CV Funds Made Available Through The Coronavirus Aid, Relief And Economic Securities Act (CARES Act) For Grants To Prevent, Prepare For, And Respond To Coronavirus.**

Documents:

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

I. Consider Authorizing A FORPAZ Fun Day On July 11, 2020.

Documents:

[RCA FORPAZ FUN DAY.PDF](#)

V. REPORTS

A. Report On Central Business District Commercial Building Grant.

Documents:

[CENTRAL BUSINESS DISTRICT COMMERCIAL BUILDING GRANT APPLICATION AND PROGRAM GUIDELINES.PDF](#)

B. Update On The Budget Process.

C. 223 West Main Street Update.

D. Neighborhood Revitalization Plan Update.

E. 2020 Census Update

F. City Board Minutes

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

Documents:

[MAY 20, 2020 CITY REC.PDF](#)
[2020.03.18.LIBRARYMINUTES.PDF](#)
[2020.04.15.LIBRARYMINUTES.PDF](#)
[2020.05.20.LIBRARYMINUTES.PDF](#)
[03032020 EDAB MINUTES - SIGNED.PDF](#)

G. Update On TranSystems Projects.

VI. CITY MANAGER'S COMMENTS

VII. COMMISSIONERS' COMMENTS

VIII. PUBLIC CONCERNS

IX. EXECUTIVE SESSION

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

X. ADJOURNMENT



PRESENTATION
CITY OF INDEPENDENCE
June 11, 2020

Department Fire/EMS

Director Approval *Shawn Wallis*

AGENDA ITEM Awards ceremony for Fire/EMS personnel.

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

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

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

Award of Courage Michael Mayer and Johnny Boles

Award of Gallantry David Rolland

City of



INDEPENDENCE

2019 Annual Report



AIRPORT



★ **187,284.09 gallons of fuel sold, generating \$648,328.23.**

AvPOS system-is a different way for us to process transactions for both Textron and private traffic. The new system eliminated the need for writing tickets for each individual sale.

Wing points-is a rewards program for fuel sales. For every gallon purchased the customer receives points to put towards purchases through Phillips 66.

345 single engines and **647** jets were fueled at the Independence Municipal airport in 2019.

New Avgas fuel farm-The Avgas project consisted of removal and replacement of all equipment related to avgas at the fuel farm. The project began with the removal of the old 10,000 gallon tank, replacing it with a new 12,000 gallon, double-walled epoxy-lined tank. All piping was replaced with stainless steel piping as well as three different filter vessels to ensure the highest quality of fuel IDP can offer its customers. A new credit card machine was also installed. The upgrades keep us in compliance with all FAA and Phillips 66 regulations.

Contract fueling-the customers will have a direct agreement with Phillips 66 for the purchase price on fuel. In turn Phillips advertises us as honoring contract fuel which helps with fuel sales.

AWOL



DOGS

- ★ 142 adopted
- ★ 111 reclaimed

CATS

- ★ 162 adopted
- ★ 20 reclaimed



18 volunteers worked **1,018** hours in 2019.

Total animals sheltered: 756
Dog spays/neuters: 163
Cat spays/neuters: 222

BUILDING



1 residential building permit issued, representing
\$50,000 in construction

1 commercial building permit issued, representing
\$800,000 in construction

60 other permits issued, representing
\$4,918,211.92

\$39,592.24 collected in permit fees

\$5,768,211.92 total building valuation

9 condemned structures removed by the City

0 rental inspections for the Independence
Housing Authority

5 inspections from rental housing complaints

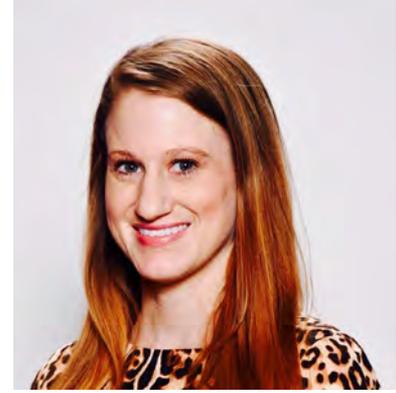


FINANCE



2019 Annual Report

REVENUES	BUDGET	ACTUAL
TAXES (GENERAL FUND, ALL TYPES)	\$ 5,106,634	\$ 5,125,060
LICENSES & PERMITS	\$ 52,300	\$ 73,332
MUNICIPAL COURT	\$ 134,000	\$ 104,024
FIRE/EMS SERVICES	\$ 782,006	\$ 750,494
PARK	\$ 38,200	\$ 49,650
CEMETERY	\$ 57,800	\$ 52,225
MEMORIAL HALL	\$ 42,800	\$ 42,804
WATER	\$ 3,018,000	\$ 2,768,017
SEWER	\$ 2,619,456	\$ 2,310,614
SANITATION	\$ 1,204,500	\$ 1,141,211
AIRPORT	\$ 630,500	\$ 782,097
1% SPECIAL USE SALES TAX	\$ 1,931,000	\$ 2,093,084



★ ★ ★ ★ ★
Welcomed
Lacey Lies
To the role of
Finance Director

Received **16**
 requests
 for a total of **55**
 Open Records
 items

*Total revenue collected
 In all budgeted funds* **\$23,563,611.51**

LICENSES



GARAGE SALE	268
CITY OCCUPATION	219
OUTSIDE CITY OCCUPATION	182
RESIDENTIAL LANDLORD	179
ELECTRICIAN	68
HOME OCCUPATION	47
PLUMBER	32
MEDICAL/HEALTHCARE	29
RESTAURANT/FOOD	23
CMB/ALCOHOL	22
ANIMAL LICENSE	301
BARBER/BEAUTY	15
ROOFING	13
AUTO	12
DAYCARE	11
TRANSIENT VENDOR	11
INSURANCE	10
MOTEL/MOBILE HOME	9
TAX SERVICES	7
AMUSEMENT	7
REAL ESTATE	4
PAWNBROKER'S	2
PRECIOUS METAL/SCRAP METAL	2
FIREWORK DISPLAY	2
TAXI	1

REMINDER!

LICENSES ARE DUE
DECEMBER 31ST OF
EACH YEAR

NOTICES ARE SENT
OUT AT THE END OF
OCTOBER

1,208 TOTAL LICENSES IN 2019

MEMORIAL HALL



Total Rental Fees Collected
= \$41,091.74

Facility Usage Detail –
Number of times used:

- ★ **Civic Center – 106**
- ★ **Kitchen – 204**
- ★ **Gallery – 209**
- ★ **Veterans Room – 83**
- ★ **Am. Legion Room – 40**
- ★ **VFW Room – 0**
- ★ **Spanish Room – 54**
- ★ **Patriot Room – 20**
- ★ **Lobby – 49**
- ★ **Auditorium – 51**
- ★ **Green Room – 4**
- ★ **Dressing Rooms - 47**

Photos from
Standard
Motors 100
Year
Celebration
and Colbalt
Boats Sales
School at
historic
Memorial
Hall



MUNICIPAL COURT



900 Cases Filed

261 Trials

395 Found Guilty

29 Diversions

271 Cases Dismissed

17 DUI's Filed

11 Trials

11 Found Guilty

7 Diversions

7 Dismissals



\$104,024.07

collected in court fines

PARK & ZOO



PARK

- ★ Maintained Downtown Trees & Golf Course Greens, Installed Expression Swing and ADA Sidewalks in Playground
- ★ Train and Carousel passed the Annual Inspection on March 28th and received their Amusement Ride Operating Permit from the State of Kansas for the 2019 Season.
- ★ 92,826 amusement tickets sold, generating \$31,002.00
- ★ 442 park facility rentals generated \$19,240.00/ Concession stand \$10,762.00.
- ★ Hosted more than 40 school outings.

Activities in the Park & Zoo



ZOO

- ★ Zoolloween: 1,500 guests/\$3,287 raised with 45 volunteers and 25 Sponsors.
- ★ New Animals – 3 bison, 1 orphaned White Tail Deer (Skye), 5 Sugar Gliders, Hatched Peacock Chicks, Blue & Gold Macaw, Scarlett Macaw, Wallaby Born, & Hatched Duck Chicks
- ★ Donation box and feeder money in zoo collected \$1,818.72.
- ★ 6 volunteers contributed 52.75 hours of service.

CEMETERY

- ★ Sold 40 cemetery spaces, with 110 burials, 37 cremations and 55 new stones placed.

FIRE/EMS



2,967 Medical Calls

2,126 Emergency

841 Non-Emergency

1,669 Patients Transported

4:66 Avg Response Time

(National Avg is 7 Minutes)

\$924,857.69 Revenue Generated



Fire Calls

17 Structure Fires

28 Gas Leaks

44 Grass Fires

34 Outside Fires

12 Car Fires

86 False Alarms

16 Smoke Scares

10 Carbon Monoxide

38 Power Lines Down

328 Fire Calls

9 Haz Mat Spills

46 Aircraft Standbys

FIRE/EMS



Projects

- Pressure Tested 6,000 feet of fire hose.
- Participated in the 2nd annual Montgomery County Kid's Camp with Labette Health.
- Participated in Downtown Movie Night.
- Participated in Shop with a Cop for Christmas
- Brought in Driver Simulator Burn trailer and Skills trailer from KU for training.
- Participated in Career Day at the High School.
- Received donated gear dryer/extractor.
- Installed 30 smoke detectors.

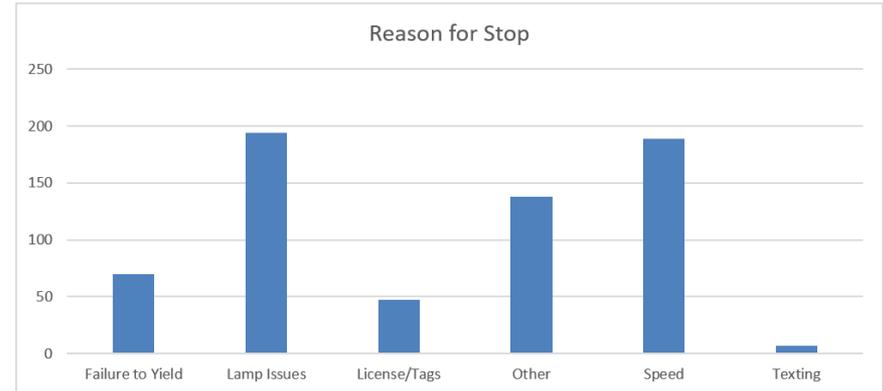


**Tower 1 Wet Down-Push
in Ceremony to put our
new Tower 1 platform
truck in Service
April 22, 2019**

POLICE



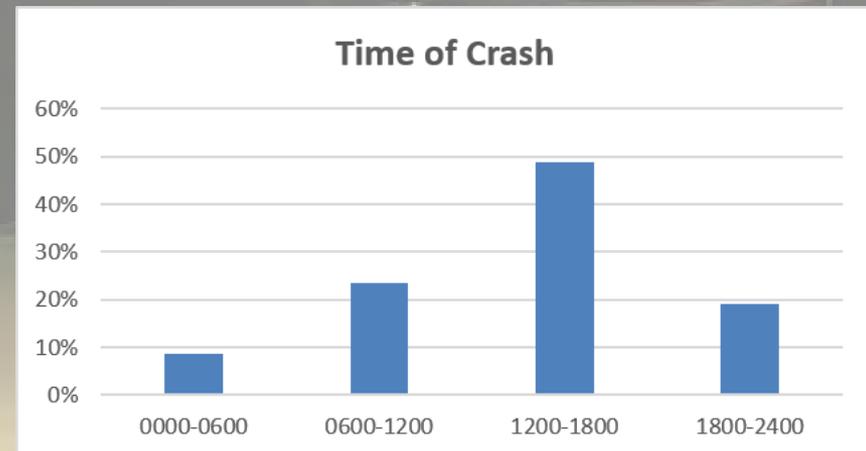
- ★ Participated in the Seat belt enforcement program through KHP
- ★ On-going crime prevention efforts - the department performed numerous house watches and extra patrols, as well as speaking about crime prevention at various clubs and organizations.
- ★ Our full-time dispatchers are all certified in Emergency Medical, Police, and Fire Dispatch. Additionally, our dispatch section is responsible for data entry of pawn tickets, traffic and ordinance citations, and records clerk duties.
- ★ Dispatchers handled 19,839 calls for service. Of those, 17,867 were handled by the PD and the remainder by Independence and Cherryvale Fire and EMS.
- ★ A total of 2,278 incident and crime reports were taken. Patrolmen investigated 140 vehicle accidents; executed 340 felony and misdemeanor arrests; and conducted 537 traffic stops.
- ★ The SRO made 2 arrests for Battery & Alcohol. The SRO issued three notices to appear for truancy and conducted many home visits.



POLICE



- ★ Officer Charlie Benedict conducted 3 Women's Self-Defense courses, attended by approximately 32 women. Officer Benedict has conducted 30 Women's Self Defense classes since initiating this program.
- ★ We have seven full-time dispatchers and one records clerk. Dispatch accounts for 25% of our full-time personnel. Our dispatchers are responsible for directly dispatching for eight public safety agencies and receive 911 calls for an additional 14 in Kansas and Nowata County Oklahoma.
- ★ Dispatchers answered 12,785 calls to 911. Overall with inbound, outbound and 911 calls, dispatchers handled 69,972 phone calls.



STREET DEPARTMENT



Completed all routine tasks... hanging downtown banners, setting barricades for events, annual leaf pickup, setting up voting booths, etc.



Picked up **1023** piles of brush and performed **800** linear feet of ditch cleaning.

Removed **12** dead trees from the Rights-of-Way.

Swept **2,000** lane miles of streets.

Mowed **200** nuisance lots full of tall grass



STREET DEPARTMENT



2019 Resurfacing



Note: Distances are estimated.

2019 Annual Report

SANITATION



Picked up **22** appliances and
783 miscellaneous work orders
(furniture, bedding, misc. trash)

Picked up **6,154** tons of trash



*Supported annual City-wide and
Downtown Cleanup events.*



RECYCLING



2019 Annual Report

159,459
lbs.
COLLECTED!



★ **232 Volunteer Hours** for the year ★

★ Average **300 Drop-offs** per Month

★ Average **6.5 Tons** monthly collections ★

Recycling is on Tuesdays, in addition to the 1st Saturday.

A graphic for recycling collection featuring a green recycling symbol, a yellow flower growing from a crushed can, and other recycling materials like a red can and a metal wheel.

RECYCLING
now available every
TUESDAY
11 a.m.- 1 p.m.
City Sanitation Yard
21st & Maple

*In addition to regular recycling collection
the first Saturday of each month, 8 a.m. to 12 noon*

WEBSITE



102,600
TOTAL VISITS

1:23
AVERAGE TIME
SPENT ON PAGE

8,000
ONLINE PAYMENT
PAGE VISITS

220,676
TOTAL PAGE VIEWS

15,912
PARK & ZOO
PAGE VISITS

58%
VISITORS USE
MOBILE DEVICES

PLANNING & ZONING



2019 Planning Commission

Rezoned 5 Parcels	Planning Commission	City Commission
<i>3300 Russ Meyer Boulevard/Freedom Drive Rezoning Request from County Agriculture to M-2</i>	Recommended	Approved
<i>730 N. Peter Pan Road Rezoning Request from County Agriculture to M-2</i>	Recommended	Approved
<i>611 W. Main Street Rezoning Request from R-3 to C-2</i>	Recommended	Approved
<i>615 W Main Street Rezoning Request from R-3 to C-2</i>	Recommended	Approved
<i>101 S 12th Street Rezoning Request from R-3 to C-2</i>	Recommended	Approved

PLANNING & ZONING



2019 Planning Commission

Processed 3 Conditional Use Permits	Planning Commission	City Commission
<i>223-225 West Main Street Microbreweries</i>	Approved	Approved
<i>305 S. 10th Street Bed & Breakfast</i>	Approved	Approved
<i>212 N. Penn – Indoor Firing Range including C-3</i>	Approved	Approved

PLANNING & ZONING



2019 Planning Commission

Processed 4 Text Amendments	Planning Commission	City Commission
<i>Appendix A. Zoning code relating to: "Bus garaging and equipment maintenance"</i>	Recommended	Denied
<i>Appendix A. Zoning code relating to: "Communication Towers"</i>	Recommended	Approved
<i>Appendix B. Zoning code relating to: "Bed and breakfast", "Boarding and rooming houses" and other new additional uses.</i>	Recommended	Approved
<i>Appendix B. Zoning code relating to: "Indoor firing ranges.</i>	Recommended	Approved

PLANNING & ZONING



2019 Board of Appeals Approvals

Processed 4 Variances	Board of Zoning Appeals
<i>200 S. Penn and 109-111 E. Maple (electronic signs/size)</i>	Approved
<i>507 Sinclair Drive (setbacks)</i>	Approved
<i>907-909 East Poplar Street (setbacks)</i>	Approved
<i>501 S. 20th (setbacks)</i>	Approved



WATER/SEWER



Repaired 187 water main leaks.

Cleaned **87,901** feet of sewer main pipe

Produced approximately **521,773,000**

gallons of drinking water for customers



- Poured generator pad and control pad.



Started excavation for primary electric service line.



Pulled 130 Low Service Pumps for repairs.



Performed Annual Hydrant Flushing

We have also responded to and completed 2,344 Line spots.

Pedrotti calibrated the low service influent flow meter.

Recalibrated all chemical feed pumps. Tier II report filed



Reinstalled 130 Low Service Pumps.

Pulled 120 Low Service pumps for inspection/rebuild.

WASTEWATER



Annual draining of the two 1.04 million gallon aeration basins for cleaning and service. While drained, the 2,000 individual aeration diffusers mounted on the basin's deck were cleaned.

The plant processed and land applied 86 dry tons of biosolids. The biosolids were applied to the cultivated land in the area near the plant.

Treated

488,974,200

gallons of wastewater

Our high flow day was January 11, 2019 (5,630,000 gallons)

Our low flow day was June 13, 2019 (1,190,000 gallons)

The plant was affected by a lightning strike in October that rendered one aeration basin inoperative but at half capacity the staff was able to keep the plant operating at a level that kept the process within the limits of the discharge permit until repairs could be completed in January of 2020.

ADMINISTRATION



INFRASTRUCTURE

- ★ Upgraded the Fuel Farm and credit card machine at the Airport.
- ★ Made substantial progress on electrical upgrades at the Water Treatment Plant.
- ★ Made substantial progress on Phase I of the 1916 City Hall rehabilitation project.

BUSINESS DEVELOPMENT

- ★ Worked with MCAC to support economic development proposals.

ECONOMIC DEVELOPMENT

- ★ Embedded culture focus – all City services relate back to economic development.
- ★ Drainage study in process for 7.39 acres north of Bradley Court.
- ★ Began work on healthcare needs.

STRATEGIC PLAN

Live in community where:

- ★ There are well-paying jobs.
- ★ People are proud to live.
- ★ There is outdoor recreation.
- ★ There are good, safe roads.
- ★ Where you feel like you belong.

ADA

- ★ Implemented ADA 2017 Transition Plan Phase IV
- ★ Installed ADA ramps.

HUMAN RESOURCES

- ★ Hired new Director of Finance.
- ★ Hired a new Administrative Assistant to the Chief of Police.

COMMUNICATIONS

- ★ Continued enhancing web site.
- ★ Continued quarterly newsletter.
- ★ Continued video recording of City Commission meetings available on website, City Facebook and City YouTube Channel (closed captioned).
- ★ Continued online agenda packets.
- ★ Continued to co-sponsor “First Friday” community updates with Chamber of Commerce.
- ★ Distributed Administrative Reports to the public
- ★ Distributed financial information and special reports as needed.
- ★ Continued Montgomery County Collaboration Partnership Meetings and Training with City and County officials.
- ★ Established a dedicated phone payment line.

FIRST FRIDAYS



2019 Annual Report



PLANNING RETREAT



April 2019 - Collective Prioritization of Initiatives

1. **STREETS & ADA**
 - a. Maintenance of existing streets
 - b. ADA Improvements
 - c. New Streets
2. **HELP FOR NEW BUSINESS RECRUITMENT & RETENTION**
 - a. Connection to City Facilities
 - b. Incentives
 - c. Economic Development Plan for City
3. **QUALITY OF LIFE MAINTENANCE & IMPROVEMENT PLAN**
 - a. Pool
 - b. Memorial Hall
 - c. Library
 - d. Park & Zoo
4. **OTHER**
 - a) Beautification to Downtown - Wayfinding Signs
 - b) Public Safety Facilities & Apparatus Replacement

LOVE INDEPENDENCE DAY

Saturday, April 30, 2019



Riverside Park and Ralph Mitchell Zoo were filled with volunteers who helped install park equipment, pull weeds around the playground equipment, polish statues, clean up Kiddie Land and spiff up the gazebo.

The Finance Department gave cookies and heart-shaped suckers to the customers as they came in.



The Independence Police Department and RSVP Four County volunteers participated in National Drug Take Back Day by collecting unused prescriptions at City Hall.

The Housing Department cleaned out the tree-wells downtown, sprayed the sidewalks for weeds and planted flowers.

BON VOYAGE



**Jim Brickens Retired
with 18 Years of
Service from the
Street Dept**

**Fond Farewell
to Tammy
Freeman**



**Pat Pomeroy Retired
with 6 Years Of
Service from
Fire/EMS 2013-2019**



KIDS' CAMP

June 26, 2019



2019 Annual Report



1916 CITY HALL WALK-THROUGH



August 30, 2019

2019 Annual Report



BASEMENT FLOODING



September 14, 2019



2019 Annual Report

VETERANS DAY PARADE



2019 Annual Report



LAUNCHED ECONOMIC DEVELOPMENT ADVISORY BOARD



December 3, 2019

*Chair, Chuck Goad
Vice-chair, Wayne Stephany
Secretary, Tony Roysse*

1st Tuesday of the month, 3:30 pm

Responsibilities:

"Recommend and review on an ongoing basis the City's economic development policies which may pertain to but are not limited to preparation of an economic development strategy, a policy on providing ad valorem tax abatement, granting economic development incentives as permitted by law, establish guidelines for considering the above requests, and study other economic development concerns as determined by the board or requested by the city commission."

Economic Development



Advisory Board

CELEBRATE INDEPENDENCE



December 5, 2019

2019 Annual Report



ACTIVE SHOOTER DRILL

December 11, 2019

2019 Annual Report



AWARDS BANQUET



2019 Annual Report

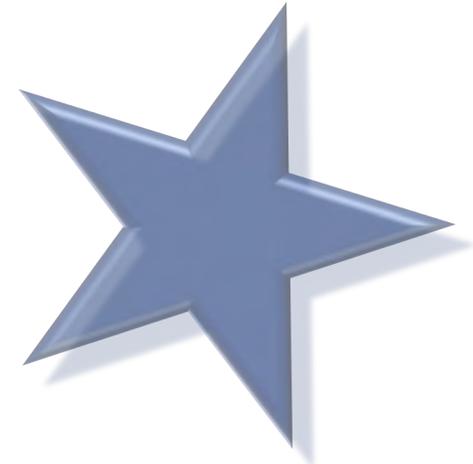


Fun, Prizes, Games & Awards!

SERVICE AWARDS



2019 Annual Report



40 Years

WILLIAM J. KELLY
Municipal Judge



30 Years

BARRY BEURSKENS
Maintenance III



25 Years

DEREK BRYANT
Detective



25 Years

LYDIA COLLINS
Clerk III



20 Years

DUSTIN STAFFORD
Sergeant / IPD



15 Years

CHRISTINA JOHNSON
Sergeant / IPD



10 Years

JOHN FELTON
Water/Sewer Supervisor



10 Years

KATIE SOUTHWORTH
Zoo Supervisor



10 Years

RICHARD HAWK
Public Service Worker I



5 Years

DANIEL CRANFORD
Public Service Worker II



5 Years

JOSEPH MANYO
Public Service Worker I



5 Years

JOHN BOLES
Captain/AEMT



5 Years

RICHARD SHERLEY
Police officer I / IPD



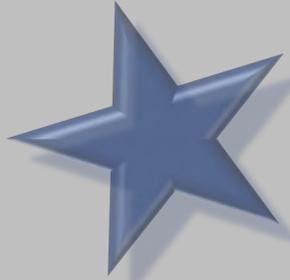
5 Years

CHARLES ALLEN
Dispatcher/Clerk I



5 Years

BRIDGET HAMMER
Dispatcher/Clerk I



Thank You...



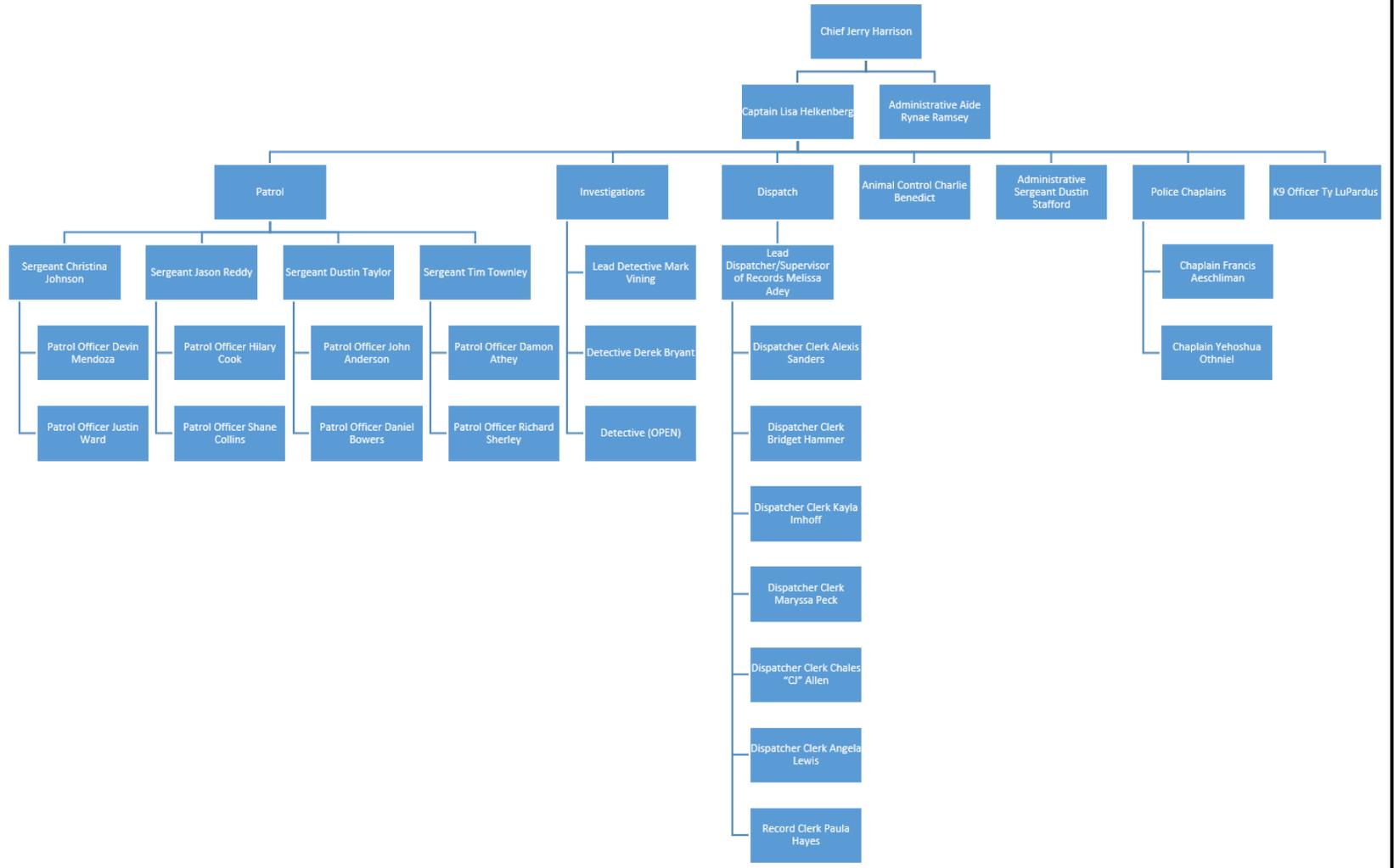


**INDEPENDENCE
POLICE
DEPARTMENT
2019 YEAR-END
REPORT**



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Animal Control

IPD has one Animal Control Officer, Charlie Benedict. Charlie has been with IPD since 2007 and has been ACO since 2015. Charlie is an asset to our department because he is certified as a police officer and assists with patrol activities when requested. In 2019, Charlie picked up 187 dogs and 123 cats, for a total 310 animals. This represents a 49-percent increase in the number of animals seized from the 2018 total.

Charlie also conducts women's self-defense classes in the community. He held three training sessions during the year, with approximately 32 attendees.

Dispatch



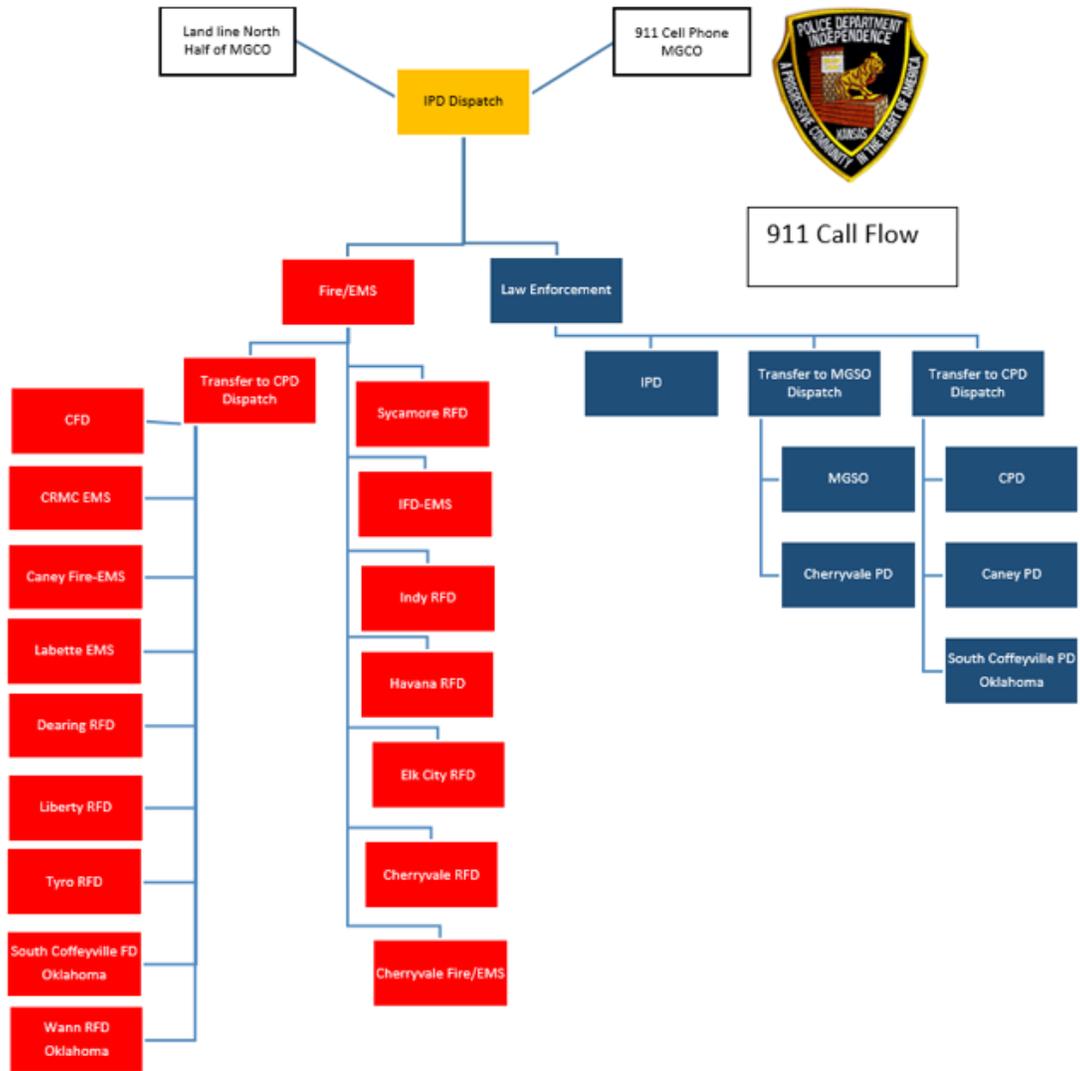
We have seven full-time dispatchers and one records clerk. Dispatch accounts for 25% of our full-time personnel. Our dispatchers are responsible for directly dispatching for eight public safety agencies and receive 911 calls for an additional 14 agencies in Kansas and Nowata County, Oklahoma. Page 3 visually depicts the agencies served by our PSAP (Public Safety Answering Point).

Our full-time dispatchers are all certified in Emergency Medical, Police and Fire Dispatch. Additionally, our dispatch section is responsible for data entry of pawn tickets, traffic and ordinance citations, and records clerk duties.

Dispatchers received 12,785 calls to the 911 system in 2019 and fielded a total of 69,972 telephone calls overall.

Calls for Service

Police	17,867
Independence EMS	2,932
Independence Fire	509
Cherryvale EMS	531
Total	19,839



Agencies Served by IPD Dispatch

PATROL DIVISION ACTIVITY

Our patrol division has 12 full-time officers (43% of personnel). We have two part-time officers. Those officers are uniformed and patrol in marked police units. They work 12-hour shifts in four squads supervised by a sergeant.

Typically, two to three patrol officers are on duty on each shift. They provide a visible presence to prevent crime; respond to emergency and non-emergency calls; enforce traffic laws; conduct preliminary criminal investigations; maintain the peace; and perform any other duties that require a uniformed police officer.

Patrol officers responded to 17,867 calls for service and wrote 2,278 criminal, non-criminal and traffic accident reports in 2019. In 2019, IPD experienced a 17-percent increase in call volume compared to 2018.

IPD fielded a new badge in 2019 in observance of IPD's upcoming 150-year anniversary. The Independence Daily Reporter was able to document that IPD was founded on 11-29-1871 when the first city marshal, Goodell Foster, was appointed. The new badge, designed by Sergeant Dustin Taylor, is featured on the cover-page of this report.

Meritorius Conduct Awards

Ike Dye Mentoring children in crisis at the SEK Academy
Tim Townley Helping an elderly lady from a burning house

Promotions

Dustin Stafford from Police Officer II to Administrative Sergeant
Tim Townley from Police Officer II to Sergeant

Police Officer I to Police Officer II

Hilary Cook
Devin Mendoza

Years of Service Awards

5 Years Richard Sherley
 Ty Lupardus
 CJ Allen
 Bridget Hammer
15 Years Christina Johnson
20 Years Dustin Stafford
25 Years Derek Bryant

Traffic Report 2019

Contributed by Sergeant Tim Townley

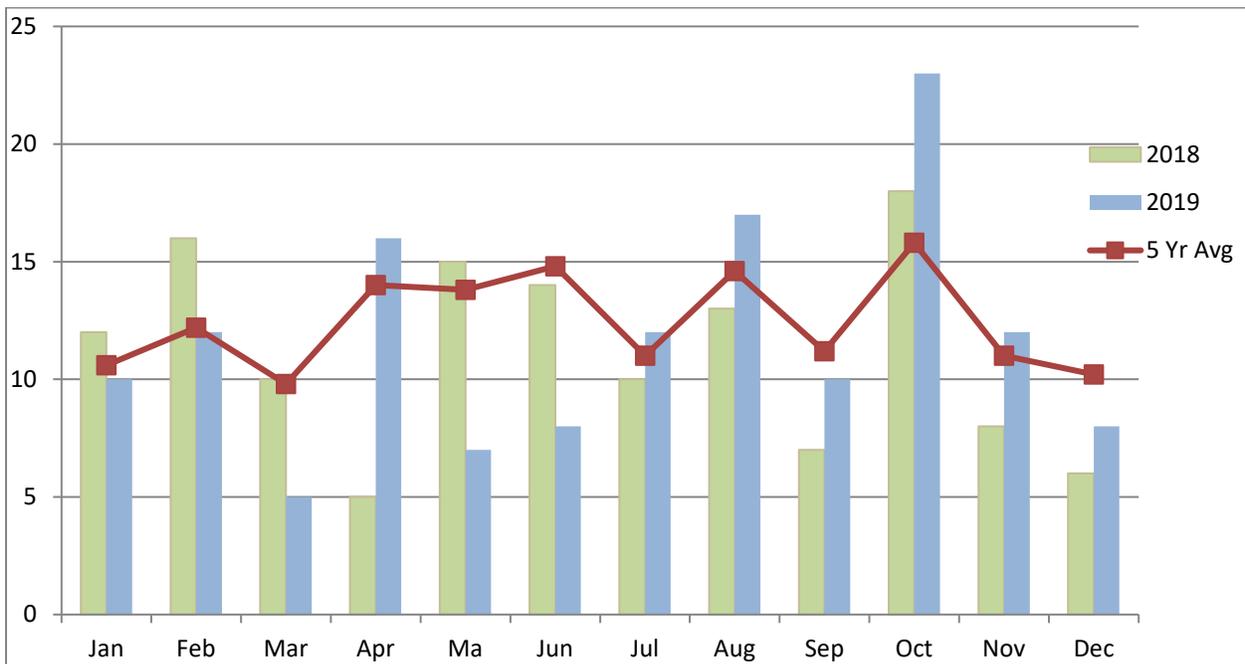
In 2019, Independence Police Department officers responded to 140 state-reportable accidents.

- This is a 4% increase from the 134 accidents reported in 2018.
- It is a 7% reduction from our five-year average of 151.2 accidents.*
- 23 injury accidents were reported in 2019 compared to 16 in 2018
- There were no fatality accidents reported in 2019 or 2018

There was a significant increase in crashes in April 2019. When compared to the 5-year average, there was a reduction of crashes in eight months out of the year. Four months were either equal to or greater than the 5-year average.

*There was a change in policy regarding what accidents are reported. The accident totals before 2016 used different criteria for reporting. This change affects the accuracy of our five-year average

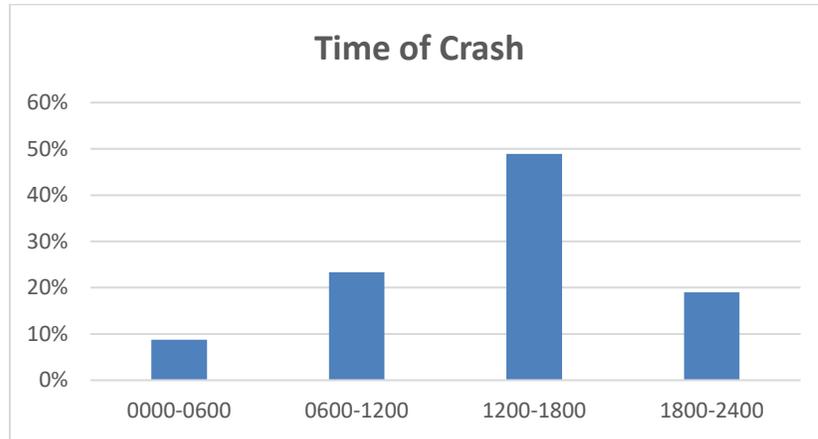
Accidents by Month



Time of Accident

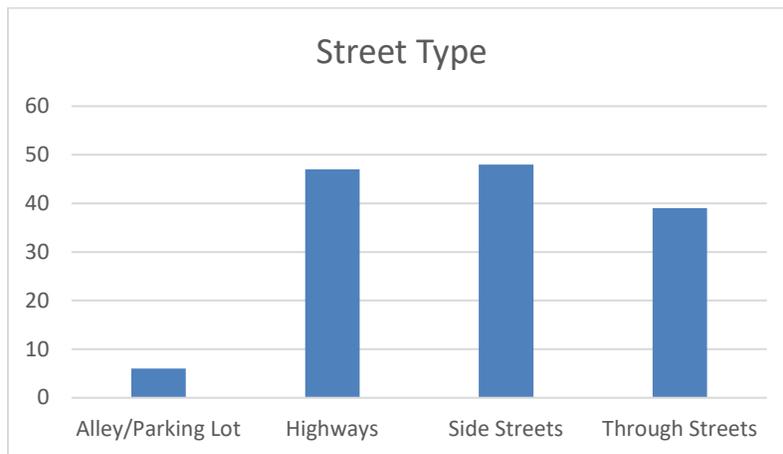
- 49% occurred between 1200 hours and 1800 hours
- 23% occurred between 0600 hours and 1200 hours
- 19% occurred between 1800 hours and 2400 hours
- 9% occurred between 0000 hours and 0600 hours

These statistics are in line with when accidents have occurred in previous years.



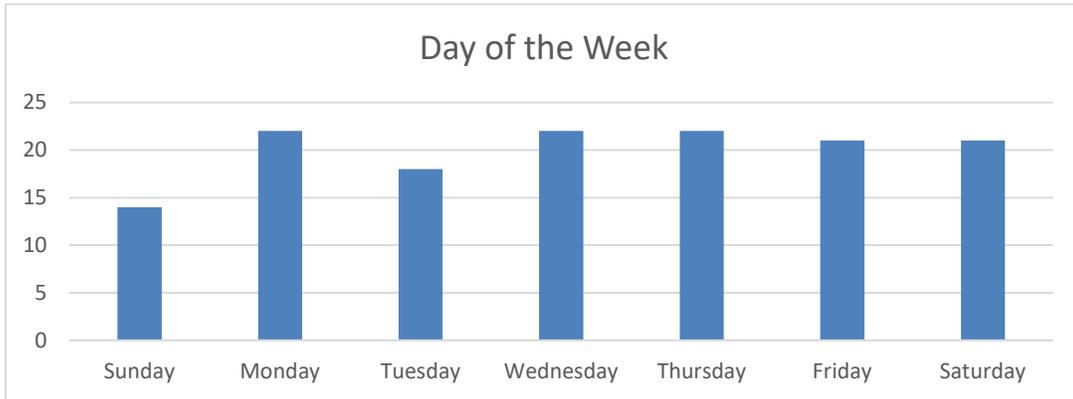
Location of Accident

- 34% occurred on federal highways in town
- 34% occurred on side streets (e.g. Locust, Wald, etc....)
- 28% occurred on non-highway through streets (Poplar, Laurel, etc....)
- 4% occurred on private property



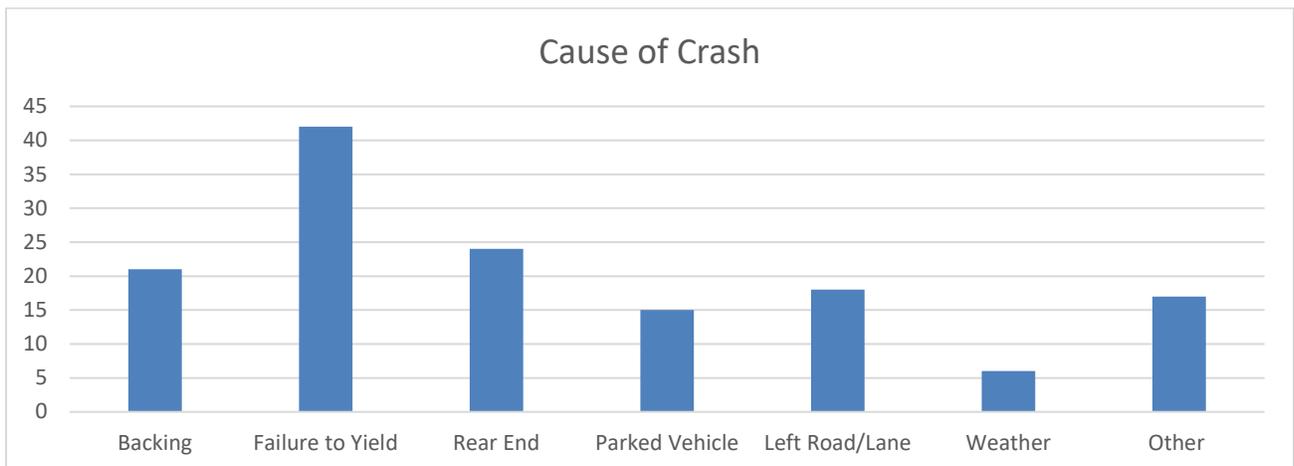
Day of the Week

The crashes were spread relatively evenly between every day of the week, except Sunday, which had a few less.



Probable Contributing Circumstance

Failure to yield was the leading cause of accidents this year at 42. These were failure to yield at stop lights, stop signs, at the end of driveways and while turning left. Failure to yield was followed by rear ends, backing accidents, then vehicles leaving the road/lane. There were several cases where there were two or more contributing circumstances for one accident so the overall number in the contributing factor chart is higher than the total number of accidents for the year.

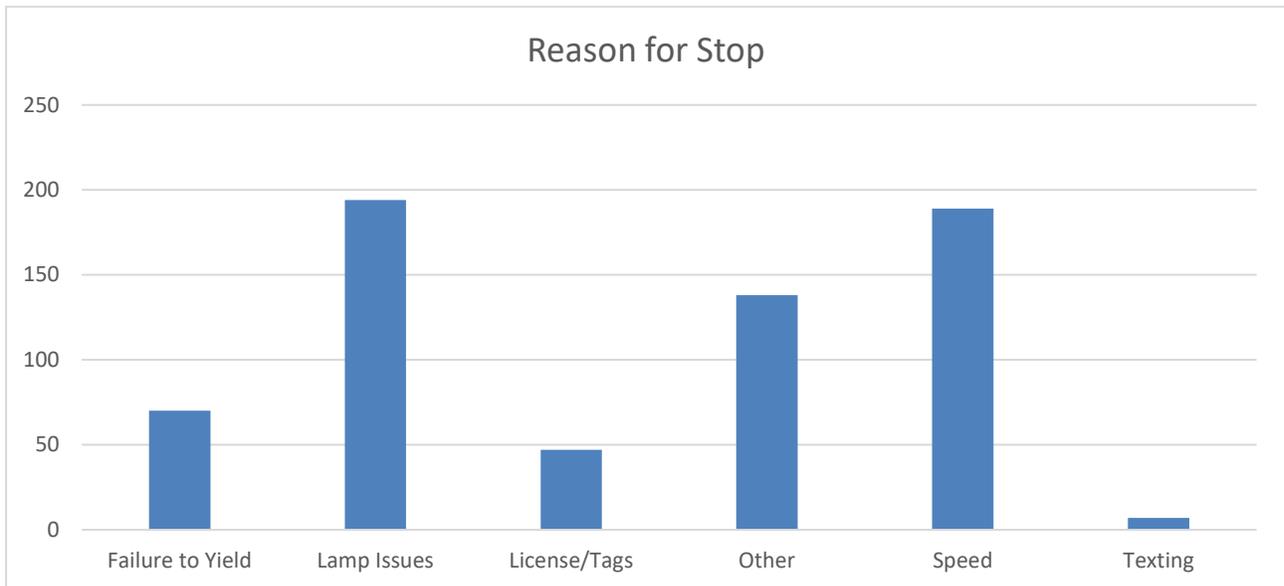


DUI Enforcement

There were 20 arrests for DUI in 2019. This is a 25% increase from 2018. There were two accidents caused by a driver under the influence. There were three DUI accidents reported in 2018.

Traffic Stops

There were 537 traffic stops conducted in 2019. In 2018, officers conducted 632 traffic stops. Lamp issues were the primary reason for 194 of the stops, followed by speed with 189 stops. Lamp issues included headlights, taillights or tag lights out, driving without lights, colored lights shining forward, etc. Failure to yield included failure to yield at stop signs, stop lights, exiting driveways and while turning left.



Conclusions

- This year saw fewer crashes than the five-year average in most months.
- Failure to yield and parking enforcement continue to be areas we could focus on to reduce the number of accidents.
- There were no reported traffic stops for following too close. An increase in enforcement of that ordinance could possibly reduce the number of rear end accidents.
- Although DUI arrests increased, there is still room for improvement.
- A few targeted enforcement events could increase those numbers.

Narcotics, Warrant and Weapons Seizures 2019

Contributed by: Sergeant D. Taylor and Dispatcher/Clerk Charles C.J. Allen

Illegal narcotics or “drugs” are controlled substances identified in the Comprehensive Drug Control Act, which identifies substances for which the manufacture, importation, possession, use and distribution are regulated by law.

The Independence Police Department (IPD) makes it a priority to identify, locate, and investigate the use and distribution of illegal narcotics within the city limits. IPD works with the Kansas Bureau of Investigation, Montgomery County Sheriff’s Office, Coffeyville Police Department, Cherryvale Police Department and other surrounding agencies, in a joint effort to combat the drug problem and risk that it poses to the general public. The goal of narcotics enforcement is to combat the distribution and use of illegal narcotics as they are commonly associated with and responsible for a wide variety of criminal acts, medical emergencies and evolving underground networks of criminal behavior. The criminal acts range from petty theft to more violent crimes, some of which may involve the use or possession of deadly weapons. The use and distribution of illegal narcotics has evolved rapidly over time, creating dangerous substances which can cause a multitude of medical issues.

2019 showed another steady year in the drug enforcement category, with a variety of illicit substances located throughout the year inside residences, vehicles, and on persons during police contact. Two examples of citizen contacts in 2019 resulted in the seizure of firearms and illegal narcotics, one of which was reported by a concerned citizen. The first case stems from a 911 caller reporting gunshots near their residence on an early January morning. Officers responded and contacted a resident of the home the shots allegedly originated from. Officers obtained a search warrant for the residence and recovered a loaded handgun, 2 shotguns and a rifle. Also located were freshly spent shotgun shells in the trashcan, illegal drug paraphernalia, suspected methamphetamine and suspected marijuana. The resident was a convicted felon, who was not allowed to be in possession of a firearm.

The second case stems from several citizen complaints and anonymous tips of illegal narcotics distribution being conducted by an individual on a bicycle. Officers spent several months identifying the suspect, who has a history of illegal narcotics distribution and possession of firearms while being a convicted felon. Officers were able to contact the suspected narcotics distributor in mid-October 2019, locating distribution amounts of suspected methamphetamine and suspected marijuana, along with a loaded handgun.

During 2019, Independence saw a four percent increase in drug cases and a 94.5% increase in drug-related arrests. Total search warrants increased by over 363% in 2019.

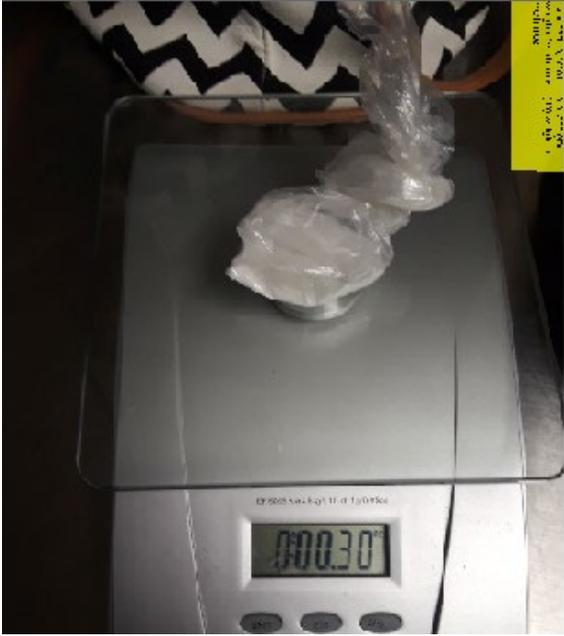
Category	2019	2018	Increase
Narcotics Cases	100	96	4%
Narcotics arrests	107	55	94.5%
Total Search Warrants	51	11	363%

There was also an increase in amounts of illicit substances located, along with an increase in narcotics-related cases and arrests compared to 2018.

Seizures	2019	2018	Percentage Change
Marijuana	838.79 Grams	526.85	+59.2%
Methamphetamine	71.43 Grams	69.04	+3.46%
Liquid Methamphetamine	19.4 CC's		
Pills (Dosage Units)	127.5	148.5	-14.4%
Firearms/Weapons	9	9	0%

The Independence Police Department continues to strive every day to combat the ongoing drug issue in our community. However, with growing technology and social media at the fingertips of anyone, the illegal narcotics trade is ever evolving. Officers must continue to learn and adapt to smuggling techniques and signs of illegal narcotics use in order to keep a foothold.





Canine Patrol Team



K9 Team Ty Lupardus & Pax with donors Brad & Tracy Oakes

In Summer 2019, IPD's canine patrol team was placed into service. The canine team is funded by donations and grants. Since fund-raising began in 2017, IPD has received about \$44,000 in donations.

Ty Lupardus and K9 Pax were certified by the Kansas Highway Patrol after completing the K9 Basic course in Spring 2019. They have weekly training sessions with other agencies that participate in the KHP K9 training program. The team is available to assist law enforcement agencies in southeast Kansas and has deployed in Montgomery County to assist other agencies.

Deployments	20
Outside Agency Assists	1
Arrests	1
Training Hours	627
Seizures	>1 lbs Marijuana

2019 Community Policing Report

Contributed by School Resource Officer Dustin Stafford

In 2019, the School Resource Officer position title was changed to Community Policing Coordinator. The purpose of the change was to spread the community policing role of the SRO to the entire community, not just limit community policing to schools. The goal of the change is to strengthen the relationship between the police department and the citizens we serve.

The position is filled by Administrative Sergeant Dustin Stafford. Stafford has several duties in this role. One is to continue the education and community policing programs in the school. His other duties include complaint investigations, Neighborhood Watch, Police Explorers, police auxiliary, citizens' academy, public information officer, ALICE instructor and other crime prevention/community outreach projects. Stafford also oversees internships with USD 446, Jobs for America's Graduates-Kansas (JAG-K USD 446) and Upward Bound.

School Activities:

- Booth during central Registration in August
- School Presence
 - Hallways before and after school, during passing periods and cafeteria
 - Many positive daily contacts with students and students who would seek me out during these times
- Parking lot checks
- Locker checks
- Cafeteria during lunch/breakfast at different schools
- Monthly drills and alarm tests
- Lockdown drills
- Investigated crimes at schools
- Prom planning
- Create prom plan for PD
- Coordinate with HS planning
- Freshman Orientation
- 8th Grade Orientation
- 6th Grade Orientation (August)
- Presented to 6th grade parents
- Parent Teacher Conferences (worked into evening hours each day of conferences)
- Long Term Suspension Hearings
- IHS and IMS School Dances/concerts
- IHS Basketball games worked and scheduled officers
- Other duties as requested

Presentations

Jefferson Intermediate School

- 24 classroom presentations
- 3rd, 4th and 5th grades; all students
- 24 Presentations
- 3rd, 4th and 5th Grades; all students

Independence Bible School

- Peer Pressure

Middle School

- 15 Presentations
- 6th, 7th and 8th grades; all students

- 7th grade - Integrity and leadership
- Law enforcement role
- Responding to school staff and police officer requests appropriately
- Q&A

High School

- Cyber Bullying
- Government class- Search Warrants and civil rights/Q&A
- Presentation during Driver's Education
 - Common law violations
 - What to expect during a traffic stop
- Presentation for Quest staff
- Trained officers on responding to calls at schools and juvenile procedures

Calls & Investigation

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> • Types of calls/reports/arrests at the schools; • Total of 2 arrests: <ul style="list-style-type: none"> ○ Battery ○ Alcohol • Disorderly students • Misc. reports completed • Conflicts between students • Harassment • Phone harassment • Tobacco | <ul style="list-style-type: none"> • Home visits for truancy • Non-compliant students • Suspicious behavior • Assaults • No-contact orders (through the school) • School code violations • Profanity • Special needs students, assist with behaviors | <ul style="list-style-type: none"> • Traffic needs around the schools and in the parking lots • Threats • Damage to property • Fights • Thefts • Found property • Child custody situations • Irate/disorderly parents at schools • Vehicle accidents • Suicidal students |
|--|--|--|

Committees/Programs/Other Essential Duties:

SEK Academy Placement Committee

- Referral hearings
- Referral reviews

KidsCREW Advisory Board

- Quarterly meetings
- Presentations during KidsCREW

S.A.F.E.

- Monthly educational components
- Regular meeting with the student team
- Seatbelt surveys

- Pledge card Signings
- Drawings for cash giveaways from pledge card
- SAFE Conference in Topeka
- Sponsored Miss Kansas to speak at the schools

IHS Guitar Club (on personal time)

- Meet once a week on Wednesday evening from 1800 to 1900 hrs.
- Played in the foyer by cafeteria on select Friday mornings before classes started

Neighborhood Watch

- Meetings with established Watch Group
- Contacted several people interested in starting a group
- Met with new group

Police Auxiliary

- Researched and revised policy
- Created training book for new Auxiliary

Tri-State SRO group

- Monthly meetings
- Served as secretary
- Served on the training committee

ALICE

- High School
- Middle School
- Jefferson School
- Eisenhower
- Riley Early Learning Center
- First Baptist Church

Dispatch Review Committee Chairperson

Intern Program

- Created guidelines for the program
- Maintain logs, files and paperwork of attending students
- Created a training program and tracking log
- Included each division in the dept., Coordinated and scheduled time for the intern with each division
- Implemented training classes

Background Investigator/Hiring procedures

- Attended specialized training
- Restructured the hiring process (quarterly testing, interviews and backgrounds, making the process faster and smoother
- Restructured the file keeping

Internal Affairs Administrative Investigator

- Attended FBI-LEEDA training
- Reviewed current policy to update according to the training
- Completed investigations
- Custodian of files

Neewollah - Meetings, planning, implementing, scheduling, and coordinating with other committee/city offices, downtown supervisor during carnival and downtown events.

Other events:

- Speaking at various events and for groups as requested
 - Public Library about youth and bullying
- City active shooter drill
- School bus stop enforcement
- Boys and Girls Read groups at Jefferson
- Appeared as a “Pal” and read with Jefferson aged students after school
- Club Fair at IHS
- Fly-in at the airport
- Presents given to Jefferson students donated by Walmart
- Jingle Jog with Jefferson Students in December

Specialized Training:

- Background Investigations
- Internal Affairs Investigations
- Trauma Informed Care
 - Continuation of the ACEs (Adverse Childhood Experiences) training

Temporary Administrative Aide:

- Filled the position from April through July performing essential duties (i.e. bills, payroll, ordering, filing, other office clerical duties) until the position was filled, then helped train the replacement that was hired.

2019 Bias-Based Policing Report

Contributed by Chief Jerry Harrison

Background

In June 2016, we began tracking data regarding bias-based policing. The purpose of tracking this data is to demonstrate that the Independence Police Department (IPD) is enforcing the law in a fair and equitable manner or working toward that goal. This report explains what information is being analyzed, including searches, traffic stops, complaints and use of force. There is no national standard to determine whether a police department is performing in an unbiased manner. However, this report is provided in an effort to demonstrate transparency to the community.

Legislation & Chief's Advisory Board

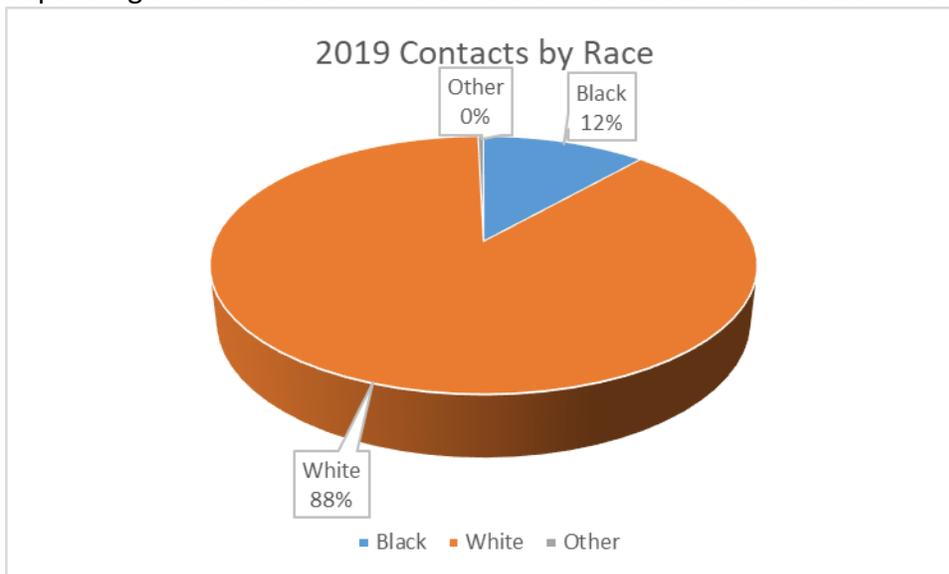
There has not been any recent legislation involving bias-based policing. It is important to note that IPD follows the guidelines of KSA 22-4610 regarding what data we are gathering from our traffic stops. A Police Chief's Advisory Committee (PCAC) was formed in 2016 and began meeting in January 2017. The PCAC also serves as a bias-based policing advisory board.

Training

IPD got a new Fair and Impartial Policing (FIP) instructor in 2018. This training is designed to help officers understand about implicit bias. IPD complies with state law regarding agency reporting and training on bias-based policing (KSA 22-4610).

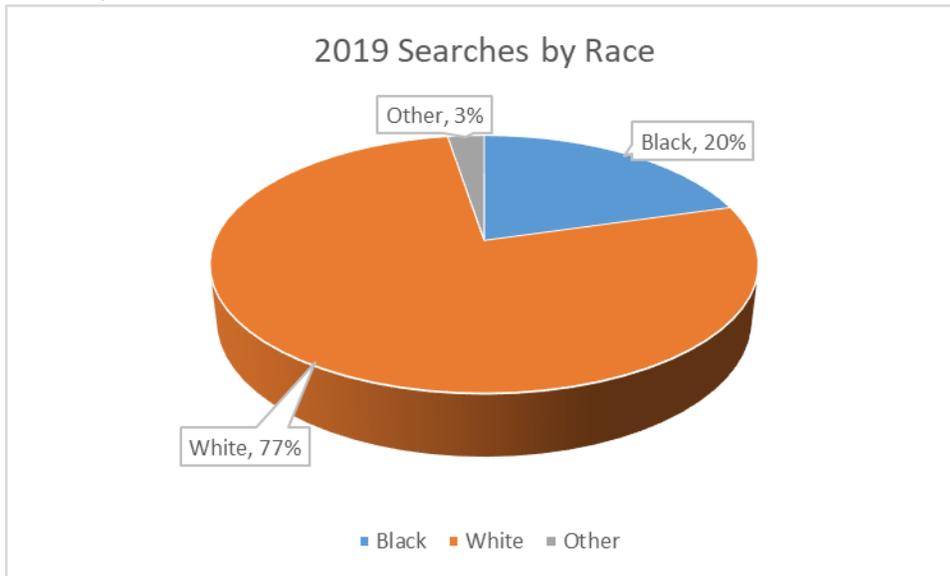
Officer Contact Summary

Department policy mandates that all officers document any self-initiated contacts by recording the information on our non-bias-based policing form. Some of what we document includes time of stop, location of stop, race and gender. We document up to 21 data points, depending on the situation. There were 511 contacts documented in 2019.



Searches

In 2019, there were 39 searches.



Citizen Complaints

We did not have any complaints regarding bias-based policing in 2019.

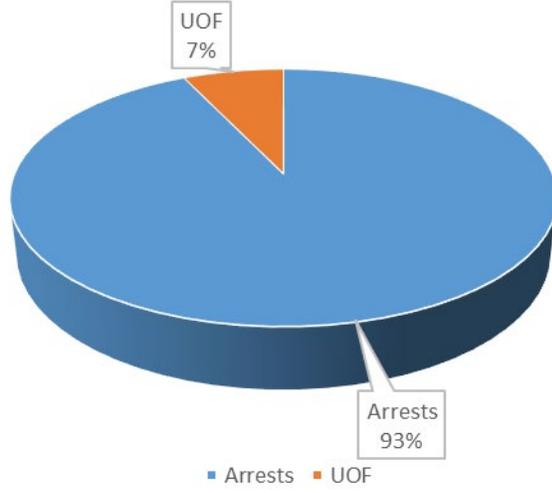
Use of Force

Use of force incidents include any action by a police officer that goes beyond handcuffing a subject. Reportable use of force includes the following: weapon drawn for officer safety, pushing someone into a car seat or jail cell, removing an unwilling subject from a car seat, etc. Warning a subject with a TASER is also included, regardless whether the TASER is deployed.

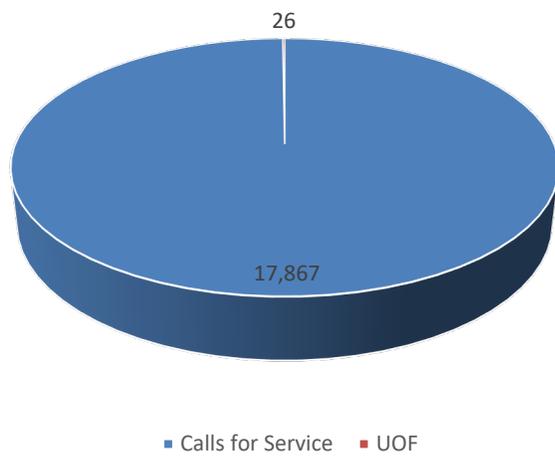
Independence police officers were dispatched to 17,867 calls in 2019. IPD officers used force in 27 separate incidents or 1.5 times per 1,000 calls. This is a 36 percent reduction in the rate of use of force when compared to 2018. There were two reports of use of force on juveniles. IPD arrested 340 persons in 2019. IPD used force on 7.9% of those taken into custody.

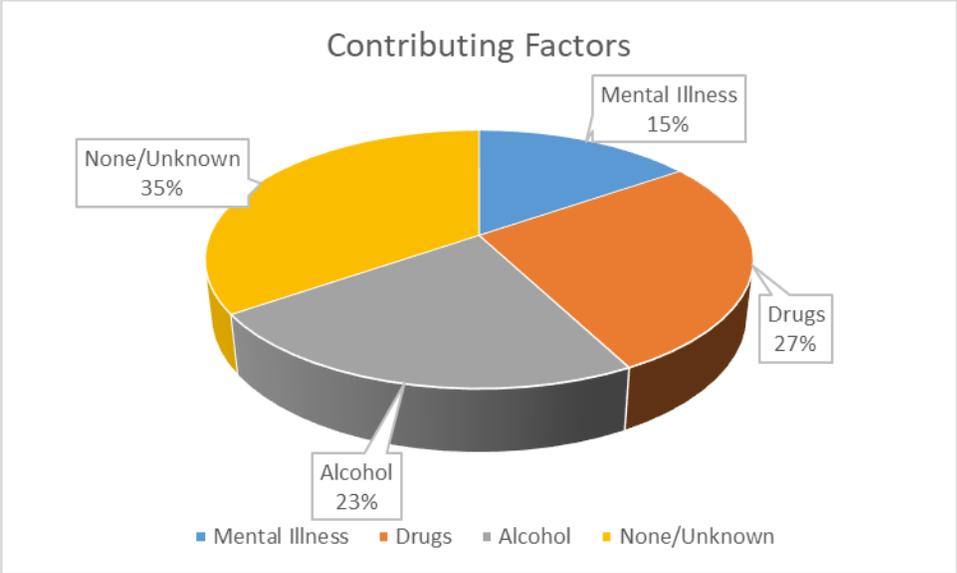
There was one TASER warning and one activation reported in 2019. There were no hand or intermediate-weapon strikes, mace deployments or deadly uses of force instances reported in 2019.

2019 Arrest Resistance vs Arrests



2019 Arrest Resistance vs Calls for Service

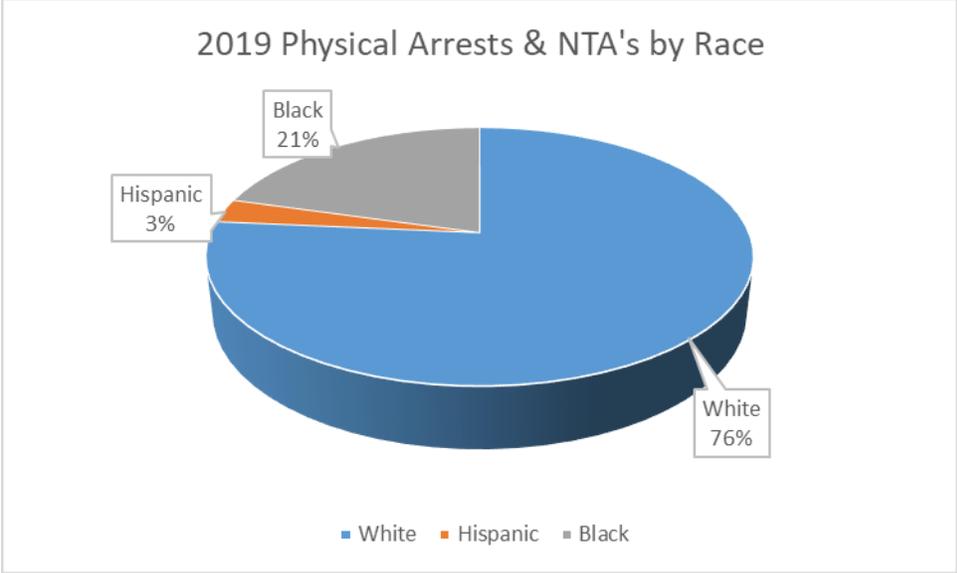


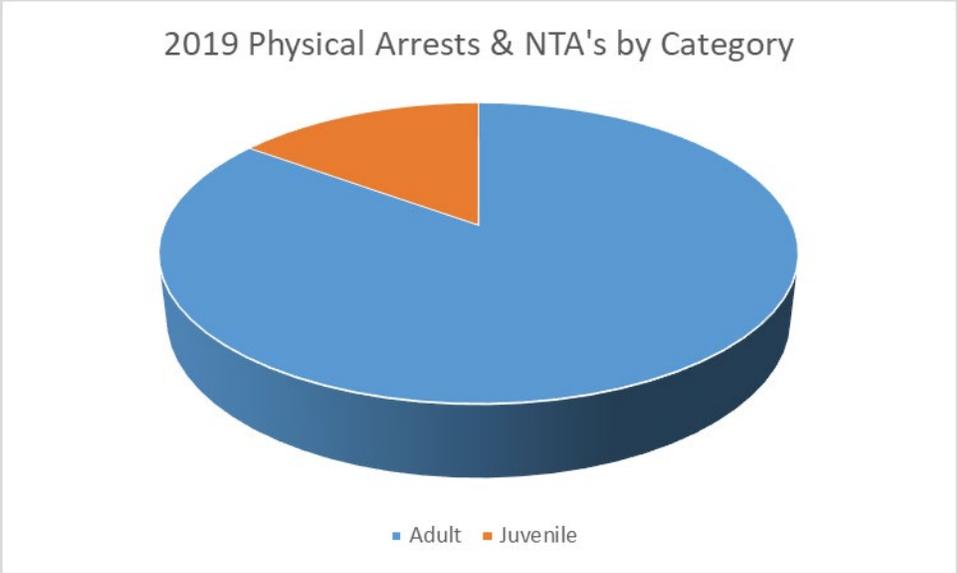


Arrests

There were 340 physical arrests in 2019. Officers made a physical arrest on 19 of every 1,000 calls. For our purposes, a physical arrest means someone was physically taken into custody one time for one or more charges. If the same person is taken into physical custody at a later time for any reason, that is considered a different arrest.

Kansas Statutes Annotated 12-4211 and 4212 govern when officers can make a physical arrest. If the law does not permit a physical arrest, officers issue a notice to appear (NTA). The following graphics demonstrate IPD’s use of physical arrests and NTA’s for 2019.





Conclusion

We have comprehensively examined, studied and analyzed the 2019 stop data and have found nothing to suggest that bias-based policing occurred. We remain committed to our voluntary approach of self-examination and scrutiny to ensure we are providing professional services that are absent of bias.

ORDINANCE NO. A – 1863A

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

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

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

Approved this 11th day of June 2020.

_____ Mayor

Attest _____ City Clerk

Ordinance #A – 1863A
\$ 1,340.96

PACKET: 23927 Regular Payments - 05/29/20

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

BANK : AP Community National Bank

VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
037344 CHILD SUPPORT ENFORCEMENT							
I-W68202005013312	001324355715CS0446-	J L WOOD	R 5/29/2020		148.15	CR 071843	148.15
011211 INDEPENDENCE FIRE FIGHTER							
I-09 202005013312	FIRE INSURANCE WITHHELD		R 5/29/2020		93.48	CR 071844	93.48
011180 INDEPENDENCE COMMUNITY							
I-06 202005013312	COMMUNITY CHEST WITHHELD		R 5/29/2020		43.00	CR 071845	43.00
033149 INDEPENDENCE FIREMEN'S							
I-23 202005013312	FUNDING/FIREMEN'S ASSOCIATION		R 5/29/2020		210.00	CR 071846	210.00
037321 INTERNAL REVENUE SERVICE							
I-TL1202005013312	TAX LEVY		R 5/29/2020		342.03	CR 071847	342.03
032449 KANSAS PAYMENT CENTER							
I-W16202005013312	MG3D*00095C/KEITH COPITHKE		R 5/29/2020		116.61	CR 071848	
I-W66202005013312	CS# MG 18DM00183 I - K GINTHER		R 5/29/2020		105.23	CR 071848	
I-W67202005013312	MG19DM0075I-CHRIS FURR		R 5/29/2020		282.46	CR 071848	504.30

** T O T A L S **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	6	0.00	1,340.96	1,340.96
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:	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:	6	0.00	1,340.96	1,340.96

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 23927 Regular Payments - 05/29/20

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

BANK : AP Community National Bank

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	5/2020	1,190.81CR
31	5/2020	148.15CR
33	5/2020	2.00CR
=====		
ALL		1,340.96CR

ORDINANCE NO. A – 1864

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

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

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

Approved this 11th day of June 2020.

_____ Mayor

Attest _____ City Clerk

Ordinance #A – 1864
\$ 1,016,932.85

VENDOR I.D.	NAME	ITEM TYPE	DATE	DISCOUNT	AMOUNT	ITEM NO#	AMOUNT
032008	KPERS						
I-01 202005153319	KPERS WITHHELD		D 5/18/2020		10,403.04	000000	
I-02 202005153319	OPTIONAL GROUP LIFE INSURANCE		D 5/18/2020		179.89	000000	
I-25 202005153319	OPTIONAL GROUP LIFE/C		D 5/18/2020		392.01	000000	
I-28 202005153319	KPERS WITHHELD		D 5/18/2020		18,709.99	000000	
I-36 202005153319	OGLI - SPOUSE		D 5/18/2020		117.10	000000	
I-62 202005153319	OGLI - CHILD		D 5/18/2020		8.80	000000	29,810.83
032014	INTERNAL REVENUE SERVICE						
I-T1 202005153319	FEDERAL INCOME TAX WITHHELD		D 5/18/2020		14,754.09	000000	
I-T3 202005153319	FICA WITHHELD		D 5/18/2020		22,737.98	000000	
I-T4 202005153319	MEDICARE WITHHELD		D 5/18/2020		5,317.80	000000	42,809.87
013350	KANSAS WITHHOLDING TAX						
I-T2 202005153319	KANSAS STATE INCOME TAC		D 5/20/2020		6,835.29	000000	6,835.29

** 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	79,455.99	79,455.99
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	79,455.99	79,455.99

** 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	79,455.99	79,455.99
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	79,455.99	79,455.99

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	5/2020	55,949.48CR
31	5/2020	1,127.47CR
33	5/2020	13,268.48CR
37	5/2020	4,028.09CR
53	5/2020	5,082.47CR
=====		
ALL		79,455.99CR

PACKET: 00002 EFT Payments - 06/12/20

VENDOR SET: 01

FUND : 01 General Fund

DEPARTMENT: 02 Municipal Court

BANK: AP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-037363	JOSLYN M KUSIAK					
	I-STATEMENT 06/01/20	01	-502-6490	OTHER PROFESS MUNICIPAL COURT JUDGE	000008	1,800.00
DEPARTMENT 02 Municipal Court				TOTAL:		1,800.00

PACKET: 00002 EFT Payments - 06/12/20

VENDOR SET: 01

FUND : 01 General Fund

DEPARTMENT: 09 General Government

BANK: AP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
=====						
01-037322	HPI INTERNATIONAL INC					
	I-20226	01	-509-8693	EQUIPMENT DOCK FOR SURFACE PRO & BOOK	000007	149.50
				DEPARTMENT 09 General Government	TOTAL:	149.50

		FUND	01	General Fund	TOTAL:	1,949.50
				REPORT GRAND TOTAL:		1,949.50

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	=====LINE ITEM=====			=====GROUP BUDGET=====	
			ANNUAL AMOUNT	BUDGET OVER	ANNUAL AVAILABLE BUDG	BUDGET OVER	AVAILABLE BUDG
2020-2021	01 -502-6490	OTHER PROFESSIONAL SERVICE	1,800.00	20,000	14,859.88		
	01 -509-8693	EQUIPMENT	149.50	38,000	33,453.92		
** 2020-2021 YEAR TOTALS **			1,949.50				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
01 -02	Municipal Court	1,800.00
01 -09	General Government	149.50
01 TOTAL	General Fund	1,949.50
** TOTAL **		1,949.50

NO ERRORS

** END OF REPORT **

PACKET: 00001 Regular Payments-06/12/20

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

BANK : AP Community National Bank

VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
035789	1ST DUE						
I-20-4123	1ST DUE	R	6/12/2020		1,883.80	071849	
I-20-4124	1ST DUE	R	6/12/2020		154.00	071849	2,037.80
002100	A.W.O.L.						
I-06/2020-STATEMENT	FUNDING		R 6/12/2020		2,500.00	071850	2,500.00
032951	ACCURATE ENVIRONMENTAL						
I-CE22023	CHLORITE CONT.- TESTING		R 6/12/2020		25.00	071851	25.00
019370	AIRGAS USA LLC.						
I-9101552500	AIRGAS USA LLC.		R 6/12/2020		211.54	071852	211.54
035796	AIRNAV, LLC						
I-2001336	LISTING		R 6/12/2020		82.00	071853	82.00
036761	ALLSTATE BENEFITS						
I-MAY 20 CANCER INS	MAY 2020 CANCER INS		R 6/12/2020		36.44	071854	36.44
002510	ASHCRAFT TIRE COMPANY INC						
I-27478	609 FLATS		R 6/12/2020		82.40	071855	
I-27530	TIRE REPAIR		R 6/12/2020		21.12	071855	
I-27542	603 WHEEL STUDS		R 6/12/2020		109.64	071855	
I-27546	CITY VAN - REPAIR BRAKES		R 6/12/2020		450.65	071855	663.81
036623	AT&T						
I-0656605501	MAY 20 BUSINESS PHONE		R 6/12/2020		380.22	071856	
I-1537805509	05/19/20 AT&T BUSINESS		R 6/12/2020		2,171.44	071856	
I-1547805507	MAY 2020 BUSINESS PH.		R 6/12/2020		569.45	071856	
I-9989725507	MAY 20 BUSINESS PHONE		R 6/12/2020		1,321.99	071856	4,443.10
034736	AT&T MOBILITY						
I-STMT 05272020	CELL PHONES		R 6/12/2020		384.16	071857	384.16
033052	ATMOS ENERGY						
I-ATMOS-KS0001638	MAR 20 MEM HALL/BLDG D		R 6/12/2020		2,158.21	071858	2,158.21
002570	AUTO ZONE						
I-1605781202	CLEANING		R 6/12/2020		29.72	071859	
I-1605781215	DETAILER WIPES		R 6/12/2020		15.79	071859	45.51
037221	BAY BRIDGE ADM, LLC						
I-MAY 20 HEALTH FLEX	MAY 20 HEALTH FLEX BENE		R 6/12/2020		806.68	071860	806.68

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036634 BAY BRIDGE ADMINISTRATORS, LLC							
I-MAY 20 SEK 125 BEN	MAY 2020 SEK 125 BENEFITS		R 6/12/2020		1,719.40CR	071861	1,719.40
030075 BARBARA S. BEURSKENS							
I-04/01/20 STMT	REIMB CAROUSEL CUSHIONS		R 6/12/2020		20.98CR	071862	20.98
003390 BILL SCHABEL'S TV							
I-TV'S 4/21/2020	TELEVISIONS @ BLDG "D"		R 6/12/2020		1,545.00CR	071863	1,545.00
035073 BLANKINSHIP ELECTRIC, LLC							
I-362	REPAIR LIGHTS		R 6/12/2020		896.00CR	071864	
I-365	AMB PWR CORDS		R 6/12/2020		384.00CR	071864	
I-370	CAROUSEL LIGHTING		R 6/12/2020		3,000.00CR	071864	4,280.00
035488 BOESEN PLUMB ELEVATOR SOLUTIONS							
I-8105338750	PT ELEVATOR		R 6/12/2020		2,531.28CR	071865	2,531.28
003460 BOUND TREE MEDICAL LLC							
I-83645339	BOUND TREE MEDICAL LLC		R 6/12/2020		413.12CR	071866	413.12
036329 BROMLEY, MATT							
I-052020	MOW/WEED/SPRAY		R 6/12/2020		175.00CR	071867	
I-052020-1	MOW/WEED/SPRAY		R 6/12/2020		175.00CR	071867	
I-052020-2	MOW/WEED/SPRAY		R 6/12/2020		175.00CR	071867	
I-052020-3	MOW/WEED/SPRAY		R 6/12/2020		175.00CR	071867	700.00
036779 CE WATER MANAGEMENT, INC.							
I-K06117	BLDG "D" BOILER MAINT.		R 6/12/2020		1,027.31CR	071868	1,027.31
032902 CHANDLER OIL, LLC							
I-60081	GASOLINE		R 6/12/2020		395.38CR	071869	395.38
037093 CHEMRITE							
I-315263	POTASSIUM PERMANGANATE		R 6/12/2020		4,629.66CR	071870	4,629.66
037344 CHILD SUPPORT ENFORCEMENT							
I-W68202005153319	001324355715CS0446- J L WOOD		R 6/12/2020		148.15CR	071871	148.15
004497 JEFF CHUBB - C/O EMERT							
I-06/2020-STATEMENT	CITY ATTORNEY'S FEES		R 6/12/2020		4,437.00CR	071872	4,437.00
033027 CINTAS FIRST							
I-5017124061	FIRST AID		R 6/12/2020		123.36CR	071873	
I-5017124062	FIRST AID		R 6/12/2020		46.94CR	071873	170.30

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004640	CITY OF INDEP-PETTY CASH							
	I-CHNG/PARK 06/12	START-UP RIDES/CHANGE		R 6/12/2020		600.00	CR 071874	600.00
004645	CITY OF INDEPENDENCE							
	I-05152020	WATER BILLS		R 6/12/2020		1,300.00	CR 071875	
	I-05312020	WATER BILLS		R 6/12/2020		2,561.26	CR 071875	
	I-05312020-1	WATER BILLS		R 6/12/2020		90.46	CR 071875	
	I-05312020-2	WATER BILLS		R 6/12/2020		82.67	CR 071875	
	I-05312020-3	WATER BILLS		R 6/12/2020		195.56	CR 071875	
	I-05312020-4	WATER BILLS		R 6/12/2020		490.26	CR 071875	
	I-05312020-5	WATER BILLS		R 6/12/2020		617.02	CR 071875	
	I-05312020-6	WATER BILLS		R 6/12/2020		700.04	CR 071875	6,037.27
004864	COMMUNITY NATIONAL BANK							
	I-REIMB PC 06/12/20	REIMB PETTY CASH CHECKING		R 6/12/2020		31.00	CR 071876	31.00
037240	CONSTELLATION NEWENERGY - GAS DIVISION LLC							
	I-2907427	MEM HALL/BLDG D		R 6/12/2020		1,757.12	CR 071877	1,757.12
034221	CORE & MAIN							
	I-M266787	METER BOXES		R 6/12/2020		878.40	CR 071878	878.40
035070	D & F SERVICES, LLC							
	I-4867	CHLORINE DIOXIDE		R 6/12/2020		745.00	CR 071879	
	I-4876	DFLOC		R 6/12/2020		16,113.80	CR 071879	16,858.80
036096	DATAPROSE LLC							
	I-DP2001902	MAY 2020 WATER BILLING		R 6/12/2020		2,388.25	CR 071880	2,388.25
037158	DIRECT BENEFIT SOLUTIONS							
	I-2019-362	REYES MEDICAL		R 6/12/2020		382.79	CR 071881	382.79
034816	ECOLAB PEST							
	I-9276892	PEST CONTROL		R 6/12/2020		338.56	CR 071882	
	I-9276892-1	PEST CONTROL		R 6/12/2020		90.00	CR 071882	
	I-9276892-2	PEST CONTROL		R 6/12/2020		60.00	CR 071882	
	I-9276892-3	PEST CONTROL		R 6/12/2020		50.00	CR 071882	
	I-stmt balance due	PEST CONTROL		R 6/12/2020		90.44	CR 071882	629.00
034094	EMERGENCY SERVICES SUPPLY							
	I-16056	MEDIC 4		R 6/12/2020		50.05	CR 071883	50.05

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022155 EMERT CHUBB REYNOLDS LLC							
I-06/2020-STATEMENT	MUNICIPAL COURT PROSECUTOR	R	6/12/2020		2,633.20CR	071884	2,633.20
032467 EPISCOPAL CHURCH							
I-751	EPISCOPAL CHURCH	R	6/12/2020		1,712.50CR	071885	1,712.50
035115 EXPRESS EMPLOYMENT							
I-2391514	LABOR	R	6/12/2020		557.72CR	071886	
I-2391514-2	LABOR	R	6/12/2020		819.80CR	071886	
I-23915154SAN1	LABOR	R	6/12/2020		1,612.04CR	071886	
I-23915154SAN2	LABOR	R	6/12/2020		888.83CR	071886	
I-23934796/CEM	EXPRESS EMPLOYMENT	R	6/12/2020		947.36CR	071886	
I-23934796SAN1	LABOR	R	6/12/2020		901.38CR	071886	
I-23934796SAN2	LABOR	R	6/12/2020		1,623.50CR	071886	
I-23934796STR2	LABOR	R	6/12/2020		595.92CR	071886	
I-23934796STREET	LABOR	R	6/12/2020		669.20CR	071886	
I-23955918	LIZA BAUGH	R	6/12/2020		474.81CR	071886	
I-23955918/CEM	EXPRESS EMPLOYMENT	R	6/12/2020		1,436.32CR	071886	
I-23955918SAN1	LABOR	R	6/12/2020		1,634.96CR	071886	
I-23955918SAN2	LABOR	R	6/12/2020		901.38CR	071886	
I-23955918STR1	LABOR	R	6/12/2020		669.20CR	071886	
I-23955918TL	EXPRESS TEMP EMPLOYEES	R	6/12/2020		1,256.78CR	071886	
I-23977193	COMPTON, LEROY RODNEY	R	6/12/2020		1,958.84CR	071886	16,948.04
VOID VOID CHECK		V	6/12/2020		071887	**VOID**	
033119 FASTENAL COMPANY							
I-KSIND42606	WEDGE ANCHORS	R	6/12/2020		16.28CR	071888	16.28
035760 FELD FIRE							
I-0361175-IN	FIREMAN BOOTS	R	6/12/2020		239.00CR	071889	239.00
035748 FIRE X INC.							
I-051520	VEHICLE FIRE EXT.	R	6/12/2020		187.00CR	071890	187.00
032095 FISHER, PATTERSON, SAYLER							
I-91395	LEGAL FEES	R	6/12/2020		1,065.00CR	071891	1,065.00
008200 FITZPATRICK & BASS LAW OF							
I-I LORNES 19-030	IESHA LORNES 19-030	R	6/12/2020		200.00CR	071892	
I-J SEELEY 19-448A	JEFF SEELEY 19-448	R	6/12/2020		200.00CR	071892	400.00

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037139	FLEET FUELS, LLC							
I-05292020	FLEET FUELS, LLC		R	6/12/2020		918.02CR	071893	
I-05302020	FLEET FUELS, LLC		R	6/12/2020		18.55CR	071893	
I-13333535/31/2019	SANI FUEL 05/31/19		R	6/12/2020		16.54CR	071893	
I-13410936/6/2019	WTR/SWR FUEL 06/06/19		R	6/12/2020		33.85CR	071893	
I-13653036/24/2019	WTR/SWR ADM 06/24/19		R	6/12/2020		38.88CR	071893	
I-13920937/15/2019	WTR/SWR ADM 07/15/19		R	6/12/2020		51.67CR	071893	
I-14039537/23/2019	WTR/SWR ADM 07/23/19		R	6/12/2020		53.11CR	071893	
I-14144637/31/2019	WTR/SWR ADM 07/31/19		R	6/12/2020		53.03CR	071893	
I-14214838/6/2019	STREET FUEL 08/06/19		R	6/12/2020		35.12CR	071893	
I-14224538/7/2019	STREET FUEL 08/07/19		R	6/12/2020		68.04CR	071893	
I-14237338/8/2019	FIRE/EMS FUEL 08/08/19		R	6/12/2020		51.96CR	071893	
I-14237538/8/2019	FIRE/EMS FUEL 08/08/19		R	6/12/2020		15.00CR	071893	
I-14238038/8/2019	STREET FUEL 08/08/19		R	6/12/2020		32.60CR	071893	
I-14240938/8/2019	SANI FUEL 08/08/19		R	6/12/2020		50.73CR	071893	
I-14245338/8/2019	FIRE/EMS FUEL 08/08/19		R	6/12/2020		50.12CR	071893	
I-14247038/8/2019	IPD FUEL 08/08/19		R	6/12/2020		10.36CR	071893	
I-14247438/8/2019	IPD FUEL 08/08/19		R	6/12/2020		15.78CR	071893	
I-14487428/29/2019	WTR/SWR ADM 10/06/19		R	6/12/2020		57.63CR	071893	
I-17466135/19/2020	GAS		R	6/12/2020		39.40CR	071893	
I-55193	FIRE/EMS FUEL 12/06/19		R	6/12/2020		743.25CR	071893	
I-55267	PSD FUEL 12/06/19		R	6/12/2020		33.51CR	071893	
I-55616A	PSD FUEL 01/02/2020		R	6/12/2020		19.76CR	071893	
I-57739DIESEL	DIESEL		R	6/12/2020		172.00CR	071893	
I-57739GAS	GASOLINE		R	6/12/2020		71.68CR	071893	
I-57742DIESEL	DIESEL		R	6/12/2020		519.56CR	071893	
I-57742GAS	GASOLINE		R	6/12/2020		52.92CR	071893	
I-57746	FUEL INVOICE 05152020		R	6/12/2020		160.14CR	071893	
I-57835	GAS		R	6/12/2020		32.77CR	071893	
I-57837DIESEL	DIESEL		R	6/12/2020		184.81CR	071893	
I-57837GAS	GASOLINE		R	6/12/2020		196.78CR	071893	
I-57854	FUEL INVOICE 05222020		R	6/12/2020		234.07CR	071893	
I-57867DIESEL	DIESEL		R	6/12/2020		474.13CR	071893	
I-57867GAS	GASOLINE		R	6/12/2020		49.43CR	071893	
I-57886	GAS		R	6/12/2020		27.64CR	071893	
I-57887	GAS		R	6/12/2020		187.34CR	071893	
I-57888	FUEL CEMETERY 05/22/20		R	6/12/2020		26.75CR	071893	
I-57892	GAS		R	6/12/2020		19.54CR	071893	
I-57905	FUEL BLDG "D" 05/22/20		R	6/12/2020		34.44CR	071893	
I-57922	GAS		R	6/12/2020		41.69CR	071893	
I-57935	FUEL PARK 05/22/20		R	6/12/2020		30.53CR	071893	
I-57938DIESEL	DIESEL		R	6/12/2020		113.98CR	071893	
I-57938GAS	GASOLINE		R	6/12/2020		52.21CR	071893	
I-57939	DIESEL		R	6/12/2020		553.43CR	071893	
I-57994	FUEL		R	6/12/2020		25.06CR	071893	
I-58012	FUEL		R	6/12/2020		105.50CR	071893	
I-58025	FUEL		R	6/12/2020		23.85CR	071893	
I-58035	FUEL		R	6/12/2020		45.03CR	071893	
I-58036	GAS		R	6/12/2020		31.34CR	071893	
I-58055	PARK FUEL 06/05/2020		R	6/12/2020		53.10CR	071893	
I-58107	BLDG "D" FUEL 06/05/2020		R	6/12/2020		4.56CR	071893	5,931.19

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VOID	VOID CHECK		V	6/12/2020		071894	**VOID**	
VOID	VOID CHECK		V	6/12/2020		071895	**VOID**	
VOID	VOID CHECK		V	6/12/2020		071896	**VOID**	
VOID	VOID CHECK		V	6/12/2020		071897	**VOID**	
033568 GALAXIE BUSINESS								
I-11556		PT BATTERY BACKUP	R	6/12/2020		295.00CR	071898	
I-117226		MONTHLY CHARGES	R	6/12/2020		3,446.00CR	071898	
I-117227		ANTI-VIR BUS AD/DISPATCH	R	6/12/2020		180.50CR	071898	
I-117309		BLACK RIBBON CARTRIDGES	R	6/12/2020		83.88CR	071898	
I-117325		1ST FLOOR I.T. SWITCH	R	6/12/2020		750.00CR	071898	
I-117572		BATTERY BACKUPS	R	6/12/2020		80.00CR	071898	
I-117714		WIFI - COURT	R	6/12/2020		495.00CR	071898	
I-117746		STARTECH DUEL PORT	R	6/12/2020		160.00CR	071898	
I-CW-9561		PROQA COVID 19 - DISPATCH	R	6/12/2020		67.50CR	071898	
I-CW-9568		CHANNEL MONITORING	R	6/12/2020		202.50CR	071898	
I-CW-9570		LASERFICHE ISSUE - MICAH	R	6/12/2020		90.00CR	071898	
I-CW-9585		LASERFICHE SERVER MIG	R	6/12/2020		540.00CR	071898	
I-CW-9587		QUARANTINED MAL. ADWARE	R	6/12/2020		135.00CR	071898	
I-CW-9589		INCODE UPDATE - REUBEN	R	6/12/2020		90.00CR	071898	
I-CW-9591		PROQA-IPD DISPATCH	R	6/12/2020		45.00CR	071898	
I-CW-9592		MIGRATE CITY SHARES PT2	R	6/12/2020		45.00CR	071898	
I-CW-9593		LASERFICHE STORAGE	R	6/12/2020		45.00CR	071898	
I-CW-9594		CODE ENFORC LETTERS	R	6/12/2020		45.00CR	071898	
I-CW-9595		NEW INDY DC1 SERVER	R	6/12/2020		45.00CR	071898	
I-CW-9601		LASERFICHE ISSUES	R	6/12/2020		22.50CR	071898	
I-CW-9602		E-MAIL PASSWORD - LYDIA	R	6/12/2020		22.50CR	071898	
I-CW-9603		LASERFICHE - COURT CLRK	R	6/12/2020		22.50CR	071898	
I-CW-9604		LASERFICHE FILE ACCESS	R	6/12/2020		22.50CR	071898	
I-CW-9605		LASERFICHE ADD SPACE	R	6/12/2020		22.50CR	071898	
I-CW-9606		FINANCE/UTILITIES/CLERKS	R	6/12/2020		22.50CR	071898	
I-CW-9607		KELLY INCODE REFIGURE	R	6/12/2020		22.50CR	071898	
I-CW-9611		PREP VISITOR WK STATIONS	R	6/12/2020		585.00CR	071898	
I-CW-9613		AP PILOT PC/CODY WK STAT	R	6/12/2020		225.00CR	071898	
I-CW-9619		FAILED IPD SERVER	R	6/12/2020		22.50CR	071898	
I-CW-9625		PACKAGE INSTALL - ESET	R	6/12/2020		135.00CR	071898	
I-CW-9626		REPORT ROOM PC REP.-FD	R	6/12/2020		135.00CR	071898	
I-CW-9628		DC LAPTOP - QUAR/DELETE	R	6/12/2020		90.00CR	071898	
I-CW-9629		SONICWALL AP TRBL SHOOT	R	6/12/2020		90.00CR	071898	
I-CW-9632		INSTALL AV INDY SPARE	R	6/12/2020		45.00CR	071898	
I-CW-9642		ACTIVE E-MAILS/PASSWRD	R	6/12/2020		22.50CR	071898	
I-CW-9643		SHERIFF OFFICE NEW DISP	R	6/12/2020		22.50CR	071898	8,370.38

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VOID	VOID CHECK	V	6/12/2020		071899	**VOID**	
VOID	VOID CHECK	V	6/12/2020		071900	**VOID**	
VOID	VOID CHECK	V	6/12/2020		071901	**VOID**	
034904	GOOD NEWS PUBLISHING						
I-39894	GOOD NEWS AD	R	6/12/2020		89.82CR	071902	89.82
009330	GRAINGER						
I-9534835179	SAW BLADE	R	6/12/2020		29.15CR	071903	
I-9535494836	STRAIGHT EDGE	R	6/12/2020		143.62CR	071903	
I-9541598489	CONDUIT	R	6/12/2020		103.18CR	071903	275.95
033863	LAW OFFICE OF MICHAEL W. HASSENPLUG						
I-J VERNAZZA 92421	JEFF VERNAZZA COLL.	R	6/12/2020		111.99CR	071904	111.99
036233	HAWKINS INC.						
I-4721388	CHLORINE	R	6/12/2020		1,138.75CR	071905	1,138.75
032012	HAYNES EQUIPMENT CO., INC						
I-23817H	PUMP PARTS POOL	R	6/12/2020		2,025.00CR	071906	
I-POOL PUMP	SWIMMING POOL PUMP	R	6/12/2020		5,121.03CR	071906	7,146.03
034901	HD SUPPLY FACILITIES						
I-1800172302	CLOROX WIPES/MISC SUPPLIE	R	6/12/2020		3.64CR	071907	
I-9180213050	CLOROX WIPES/MISC SUPPLIE	R	6/12/2020		73.97CR	071907	
I-9180366724	CLOROX WIPES/MISC SUPPLIE	R	6/12/2020		95.98CR	071907	
I-9180743745	CLOROX WIPES/MISC SUPPLIE	R	6/12/2020		829.15CR	071907	
I-9181244221	CLOROX WIPES/MISC SUPPLIE	R	6/12/2020		23.81CR	071907	1,026.55
036831	TIMOTHY HENDERSON						
I-141559	INSPECTION FEE- RIDES	R	6/12/2020		320.00CR	071908	320.00
010440	HUGO'S INDUSTRIAL SUPPLY						
I-228435 12/10/19	CR TAKEN TWICE #228435	R	6/12/2020		91.16CR	071909	
I-238379	DISINFECT DEOD/HAND SOAP	R	6/12/2020		41.36CR	071909	
I-238408	DISINFECTANT DEODOR	R	6/12/2020		60.48CR	071909	
I-238479	INK CARTRIDGES	R	6/12/2020		49.33CR	071909	
I-238491	MISC. CLEANING SUPPLIES	R	6/12/2020		209.40CR	071909	
I-238594	PINE FLOOR DISINFECT	R	6/12/2020		14.26CR	071909	
I-238631	TELEPHONE STAND/POST IT	R	6/12/2020		71.17CR	071909	
I-238654	MISC OFFIC SUPPLIES	R	6/12/2020		42.89CR	071909	
I-238794	SENSOR FILTER & BAG	R	6/12/2020		52.20CR	071909	
I-238810	MISC OFFIC SUPPLIES	R	6/12/2020		52.34CR	071909	
I-238886	MISC OFFIC SUPPLIES	R	6/12/2020		62.34CR	071909	
I-238888	MISC OFFIC SUPPLIES	R	6/12/2020		19.19CR	071909	
I-238979	FOAM DISINFECT/TWLS	R	6/12/2020		100.03CR	071909	
I-239032	INDOOR MAT	R	6/12/2020		67.81CR	071909	
I-239091	MISC OFFIC SUPPLIES	R	6/12/2020		455.59CR	071909	
I-239158	HP 410A TONER	R	6/12/2020		227.22CR	071909	
I-239278	PURELL 2L BOTTLE	R	6/12/2020		57.88CR	071909	

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I-239333	POP UP WIPERS	R	6/12/2020		98.52CR	071909	
I-239372	MISC OFFIC SUPPLIES	R	6/12/2020		85.72CR	071909	
I-239485	INK CARTRIDGES	R	6/12/2020		59.80CR	071909	
I-239804	MOTION ROLL TWLS	R	6/12/2020		94.79CR	071909	
I-239906	MISC OFFIC SUPPLIES	R	6/12/2020		65.76CR	071909	
I-239968	TABLE SKIRTING	R	6/12/2020		30.15CR	071909	
I-240005	MULTI FOLD TOWELS	R	6/12/2020		82.46CR	071909	
I-240008	BRAVO KITCHEN TWLS	R	6/12/2020		33.21CR	071909	2,225.06
VOID	VOID CHECK	V	6/12/2020			071910	**VOID**
VOID	VOID CHECK	V	6/12/2020			071911	**VOID**
032168	IBT, INC.						
I-56-38646-00	BEARING	R	6/12/2020		19.06CR	071912	19.06
011211	INDEPENDENCE FIRE FIGHTER						
I-09 202005153319	FIRE INSURANCE WITHHELD	R	6/12/2020		93.48CR	071913	93.48
011180	INDEPENDENCE COMMUNITY						
I-06 202005153319	COMMUNITY CHEST WITHHELD	R	6/12/2020		43.00CR	071914	43.00
011200	INDEPENDENCE DAILY						
I-06172020	PT PAPER	R	6/12/2020		111.95CR	071915	
I-52307	CLASSIFIED DISPLAY	R	6/12/2020		110.00CR	071915	
I-STMT 05/11/2020	LEGAL NOTICES	R	6/12/2020		186.44CR	071915	408.39
033149	INDEPENDENCE FIREMEN'S						
I-23 202005153319	FUNDING/FIREMEN'S ASSOCIATION	R	6/12/2020		210.00CR	071916	210.00
033777	INDEPENDENCE GUN CLUB						
I-06/2020-FEE	MAINTENANCE FEE/RIFLE BERM	R	6/12/2020		69.71CR	071917	69.71
032735	INDEPENDENCE HISTORICAL						
I-06/2020-FUNDING	FUNDING	R	6/12/2020		1,416.67CR	071918	1,416.67
011215	INDEPENDENCE MAIN STREET						
I-06/2020-STATEMENT	FUNDING FOR INDEP. MAIN STR.	R	6/12/2020		2,083.34CR	071919	2,083.34
011290	INDEPENDENCE READY MIX						
I-27744	CONCRETE	R	6/12/2020		152.00CR	071920	152.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
011280	INDEPENDENCE USD 446							
	I-06/2020-STATEMENT	ASH ALLOTMENT		R 6/12/2020		2,000.00	CR 071921	2,000.00
037321	INTERNAL REVENUE SERVICE							
	I-TL1202005153319	TAX LEVY		R 6/12/2020		342.03	CR 071922	342.03
036025	IRONWORKS WELDING AND FABRICATION							
	I-1781	EXPANSION METAL FOR TRUCK		R 6/12/2020		135.00	CR 071923	
	I-1803	SHOOTING / TRAINING TARGE		R 6/12/2020		170.40	CR 071923	305.40
037194	J GRAHAM CONSTRUCTION INC.							
	I-PAY REQ #8	PETER PAN RD KA-4815-01		R 6/12/2020		42,374.89	CR 071924	42,374.89
037043	JARRED, GILMORE & PHILLIPS, PA							
	I-41406	2019 CERTIFIED AUDIT		R 6/12/2020		11,000.00	CR 071925	11,000.00
012160	JERRY HALL'S COMMUNICATIO							
	I-17907	JERRY HALL'S COMMUNICATIO		R 6/12/2020		90.00	CR 071926	90.00
036665	JOANNE L SMITH							
	I-STMT 06/01/2020	PUBLIC RELATIONS		R 6/12/2020		1,010.00	CR 071927	1,010.00
036865	JONATHAN JOHNSON							
	I-052720	JONATHAN JOHNSON		R 6/12/2020		15.20	CR 071928	15.20
037364	JOSEPH THORNTON							
	I-052020	SEC DEPOSIT REFUND		R 6/12/2020		393.72	CR 071929	393.72
032910	JWC ENVIRONMENTAL INC.							
	I-102347	OPERATOR INTERFACE		R 6/12/2020		953.05	CR 071930	953.05
036544	KANSAS COMMUNICATION SERVICES INC.							
	I-co12005	PT PHONE		R 6/12/2020		160.84	CR 071931	160.84
037359	KANSAS FIRE & RESCUE TRAINING INSTITUTE							
	I-D1F99EF1	TRAINING		R 6/12/2020		60.00	CR 071932	60.00
032449	KANSAS PAYMENT CENTER							
	I-W16202005153319	MG3D*00095C/KEITH COPITHKE		R 6/12/2020		116.61	CR 071933	
	I-W66202005153319	CS# MG 18DM00183 I - K GINTHER		R 6/12/2020		105.23	CR 071933	
	I-W67202005153319	MG19DM0075I-CHRIS FURR		R 6/12/2020		282.46	CR 071933	504.30

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1	KEITH ACKERSON							
	I-REF AMB/ACKERSON	REF AMB - ACKER	R	6/12/2020		980.00	071934	980.00
037128	KELLEY ELECTRIC INC.							
	I-05072020 final	PT GENERATOR	R	6/12/2020		14,746.10	071935	
	I-12	ELECTRICAL UPGRADES WTP	R	6/12/2020		63,837.90	071935	78,584.00
036883	LABETTE HEALTH							
	I-14A	CORRECTION INV #14	R	6/12/2020		3.00	071936	
	I-17	MEDICATIONS & SUPPLIES	R	6/12/2020		2,069.13	071936	2,072.13
015680	MID CONTINENT BAND							
	I-06/2020-STATEMENT	FUNDING	R	6/12/2020		758.34	071937	758.34
032556	MIDWEST MINERALS, LLC							
	I-430797	ROCK	R	6/12/2020		447.12	071938	
	I-430798	ROCK	R	6/12/2020		579.03	071938	1,026.15
033575	MODERN COPY SYSTEMS							
	I-2020 maintenance	PT COPIER SERVICE AGRMT	R	6/12/2020		500.00	071939	
	I-50290	PT COPIER SERVICE AGRMT	R	6/12/2020		93.45	071939	593.45
034873	MONTGOMERY COUNTY							
	I-053120	EMPLOYMENT AD	R	6/12/2020		144.00	071940	144.00
036981	MONTGOMERY COUNTY RWD #2							
	I-MAY 20 MTR READS	MAY METER READINGS	R	6/12/2020		48.00	071941	48.00
1	NATIONWIDE							
	I-RENEWAL07122020	K9 PET INSURANCE	R	6/12/2020		897.13	071942	897.13
034827	NEWKIRK, DENNIS & BUCKLES							
	I-1XO964321 2020	IHA PROPERTY INSURANCE	R	6/12/2020		54,273.00	071943	
	I-1XO964321 2020-1	IHA PROPERTY INSURANCE	R	6/12/2020		4,711.00	071943	
	I-1XO964321 2020-10	IHA PROPERTY INSURANCE	R	6/12/2020		1,253.00	071943	
	I-1XO964321 2020-11	IHA PROPERTY INSURANCE	R	6/12/2020		64.00	071943	
	I-1XO964321 2020-12	IHA PROPERTY INSURANCE	R	6/12/2020		1,253.00	071943	
	I-1XO964321 2020-13	IHA PROPERTY INSURANCE	R	6/12/2020		64.00	071943	
	I-1XO964321 2020-14	IHA PROPERTY INSURANCE	R	6/12/2020		602.00	071943	
	I-1XO964321 2020-15	IHA PROPERTY INSURANCE	R	6/12/2020		64.00	071943	
	I-1XO964321 2020-16	IHA PROPERTY INSURANCE	R	6/12/2020		1,250.00	071943	
	I-1XO964321 2020-17	IHA PROPERTY INSURANCE	R	6/12/2020		139.00	071943	
	I-1XO964321 2020-18	IHA PROPERTY INSURANCE	R	6/12/2020		118.00	071943	
	I-1XO964321 2020-2	IHA PROPERTY INSURANCE	R	6/12/2020		1,253.00	071943	
	I-1XO964321 2020-3	IHA PROPERTY INSURANCE	R	6/12/2020		95.00	071943	
	I-1XO964321 2020-4	IHA PROPERTY INSURANCE	R	6/12/2020		1,253.00	071943	
	I-1XO964321 2020-5	IHA PROPERTY INSURANCE	R	6/12/2020		95.00	071943	
	I-1XO964321 2020-6	IHA PROPERTY INSURANCE	R	6/12/2020		1,253.00	071943	
	I-1XO964321 2020-7	IHA PROPERTY INSURANCE	R	6/12/2020		95.00	071943	
	I-1XO964321 2020-8	IHA PROPERTY INSURANCE	R	6/12/2020		729.00	071943	
	I-1XO964321 2020-9	IHA PROPERTY INSURANCE	R	6/12/2020		95.00	071943	68,659.00

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VOID VOID CHECK V 6/12/2020 071944 **VOID**

017100 NEWKIRK-DENNIS & BUCKLES, INC.

I-9489		COMMERCIAL AUTO RENEWAL	R	6/12/2020		93,880.00	CR 071945	
I-9490		GEN LIAB REN/INLAND MARIN	R	6/12/2020		44,363.00	CR 071945	
I-9491		PROPERTY RENEWAL	R	6/12/2020		140,574.00	CR 071945	
I-9492		LAW ENFORCEMENT REN	R	6/12/2020		9,798.00	CR 071945	
I-9493		LINEBACKER RENEWAL	R	6/12/2020		22,243.00	CR 071945	
I-9494		GUN RANGE RENEWAL	R	6/12/2020		2,014.00	CR 071945	
I-9495		MINIATURE TRAIN LIAB REN	R	6/12/2020		1,470.00	CR 071945	
I-9496		CYBER LIABILITY RENEWAL	R	6/12/2020		4,997.00	CR 071945	
I-9613		BOND - DEAN HAYSE	R	6/12/2020		100.00	CR 071945	
I-9742		2020 JD TRACTOR-AIRPORT	R	6/12/2020		385.00	CR 071945	319,824.00

035913 NEWTONS TRUE VALUE

I-C93085		BUILDING SUPPLIES	R	6/12/2020		80.92	CR 071946	
I-C93163		HAND SANITIZER 6 OZ	R	6/12/2020		47.94	CR 071946	
I-C93474		BLDG "D" MAINTENANCE	R	6/12/2020		39.60	CR 071946	
I-C93903		EQUIPMENT ON TOWER	R	6/12/2020		349.99	CR 071946	
I-C94018		AQUA REPL DIAPHRAGM	R	6/12/2020		31.96	CR 071946	
I-C94074		BLU DERBY ROPE	R	6/12/2020		106.20	CR 071946	
I-C94195		WTR PAIL/CLR SHEETING	R	6/12/2020		26.98	CR 071946	
I-C94455		SPEED FEED 400	R	6/12/2020		55.98	CR 071946	
I-D154271		VEHICLE MAINT/SIGNS	R	6/12/2020		52.73	CR 071946	
I-D154675		CLEAR CAULK/EXP FOAM	R	6/12/2020		21.97	CR 071946	
I-D154768		17 OZ WHITE MARKING PAINT	R	6/12/2020		12.58	CR 071946	
I-D155284		64 OZ SPIDER CONTROL	R	6/12/2020		18.99	CR 071946	
I-D155422		4PC COUP/PLUG SET-AIR HS	R	6/12/2020		29.48	CR 071946	
I-D155521		SAW BLADES	R	6/12/2020		37.97	CR 071946	
I-D156206		12QT GAL STL WTR PAIL	R	6/12/2020		10.99	CR 071946	
I-D156530		WHT TOILET SEAT	R	6/12/2020		20.99	CR 071946	
I-D156537		BARREL BOLT	R	6/12/2020		9.98	CR 071946	
I-D156645		HOSE CONNECTOR	R	6/12/2020		5.39	CR 071946	
I-c93094		MISC SUPPLIES	R	6/12/2020		52.99	CR 071946	
I-c93217		MISC SUPPLIES	R	6/12/2020		5.99	CR 071946	
I-c93392		MISC SUPPLIES	R	6/12/2020		64.99	CR 071946	
I-c93569		MISC SUPPLIES	R	6/12/2020		16.48	CR 071946	
I-d153807		MISC SUPPLIES	R	6/12/2020		109.81	CR 071946	
I-d153820		MISC SUPPLIES	R	6/12/2020		25.48	CR 071946	
I-d153873		MISC SUPPLIES	R	6/12/2020		9.96	CR 071946	
I-d154000		MISC SUPPLIES	R	6/12/2020		15.99	CR 071946	
I-d154580		MISC SUPPLIES	R	6/12/2020		42.47	CR 071946	
I-d155885		MISC SUPPLIES	R	6/12/2020		149.98	CR 071946	1,454.78

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VOID	VOID CHECK	V	6/12/2020		071947	**VOID**	
VOID	VOID CHECK	V	6/12/2020		071948	**VOID**	
018120 O'REILLY AUTO PARTS							
C-0154-343348	RETURN	R	6/12/2020		0.87	071949	
I-0154-340193	WIPER BLADES	R	6/12/2020		26.10	071949	
I-0154-340927	DEF	R	6/12/2020		10.99	071949	
I-0154-341044	OIL	R	6/12/2020		8.98	071949	
I-0154-341495	CLEANING	R	6/12/2020		19.99	071949	
I-0154-341764	O'REILLY AUTO PARTS	R	6/12/2020		29.60	071949	
I-0154-341920	OIL AND OIL FILTERS	R	6/12/2020		16.98	071949	
I-0154-342434	OIL AND OIL FILTERS	R	6/12/2020		44.14	071949	
I-0154-343335	BEARINGS	R	6/12/2020		34.92	071949	
I-0154-343341	CONNECTOR	R	6/12/2020		8.49	071949	
I-0154-343366	TRAILER CONNECTOR	R	6/12/2020		28.99	071949	
I-0154-343777	OIL	R	6/12/2020		51.27	071949	
I-0154-344752	HI-PWR BELT	R	6/12/2020		13.92	071949	293.50
VOID	VOID CHECK	V	6/12/2020		071950	**VOID**	
036218 OKLAHOMA CENTRALIZED SUPPORT REGISTRY							
I-W65202005153319	000875670001-MICHAEL P MAYER	R	6/12/2020		1,078.80	071951	
I-W69202005153319	681631001JOHNATHAN L WOOD	R	6/12/2020		161.53	071951	1,240.33
036656 OPTIV SECURITY, INC.							
I-INV100146220	NCIC TOKENS	R	6/12/2020		610.08	071952	610.08
032859 PACE ANALYTICAL SERVICES,							
I-2060107008	ANALYTICAL SERVICES	R	6/12/2020		285.00	071953	285.00
034820 PHILADELPHIA INSURANCE							
I-PHPK2117338 2020	PROPERTY INSURANCE	R	6/12/2020		21,281.00	071954	
I-PHPK2117338 2020-1	PROPERTY INSURANCE	R	6/12/2020		1,473.00	071954	22,754.00
032321 PITNEY BOWES							
I-REFILL 05/29/2020	POSTAGE FOR METER	R	6/12/2020		1,000.00	071955	1,000.00
032887 PROFESSIONAL ENGINEERING							
I-522315	WTP PH 2 - IMPROVEMENTS	R	6/12/2020		8,575.00	071956	8,575.00
036212 PROVETLOGIC							
I-622613	ANIMAL FACILITY DISINFECT	R	6/12/2020		561.04	071957	561.04

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036900	QUADMED, INC.							
	I-170476	QUADMED, INC.	R	6/12/2020		200.10CR	071958	200.10
032947	QUALITY WRECKER SERVICE							
	I-863155A	TOW SERVICES 03/26/20	R	6/12/2020		75.00CR	071959	75.00
033732	QUEST DIAGNOSTICS							
	I-9187646650	NEW HIRE DRUG TESTS	R	6/12/2020		158.22CR	071960	158.22
021040	R.E. PEDROTTI CO., INC.							
	I-00065318-INDKSVZ20	CELL DATA PLAN - MAY 2020	R	6/12/2020		100.00CR	071961	100.00
1	RACHEL TORBETT							
	I-REF AMB/TORBETT	REF AMB - TORBE	R	6/12/2020		124.16CR	071962	124.16
034465	RAINBOW FIREWORKS							
	I-ATF #5-KS-00621	DEP 2020 FIREWRKS DISPLY	R	6/12/2020		4,000.00CR	071963	4,000.00
037195	RYNAE RAMSEY							
	I-EXP 05262020	EXP REPORT 05262020	R	6/12/2020		23.79CR	071964	23.79
034970	REALPAGE, INC.							
	I-a0903000498	BACKGROUND CHECKS	R	6/12/2020		41.80CR	071965	41.80
021300	RESOURCE RECOVERY DIV 4392							
	I-4392-000007647	LANDFILL	R	6/12/2020		12,284.68CR	071966	12,284.68
033333	RINCK'S PLUMBING							
	I-5382	SEWER GRANT - L ROBERTS	R	6/12/2020		1,000.00CR	071967	1,000.00
034973	ROMAN'S OUTDOOR POWER							
	I-4/30/2020	BRUSH HOG	R	6/12/2020		18,045.00CR	071968	
	I-IW112441	KUBOTA OIL CHANGE	R	6/12/2020		99.69CR	071968	18,144.69
033605	SANDBAGGER GOLF CARS							
	I-15440	MOWER OIL CHANGE	R	6/12/2020		160.15CR	071969	
	I-15455	BLADE BOLT	R	6/12/2020		3.45CR	071969	
	I-15523	MOWER OIL CHANGE	R	6/12/2020		63.85CR	071969	227.45
022110	SAYERS ACE HARDWARE INC.							
	I-045597	DUSTPAN/PUSH BROOM	R	6/12/2020		28.98CR	071970	
	I-045751	KEYS FOR CALVIN	R	6/12/2020		3.78CR	071970	
	I-44852	PT BAGS/ALL FILTERS/MISC	R	6/12/2020		14.41CR	071970	
	I-608226	PT BAGS/ALL FILTERS/MISC	R	6/12/2020		3.87CR	071970	
	I-930225	PT BAGS/ALL FILTERS/MISC	R	6/12/2020		9.22CR	071970	
	I-K54860	PT BAGS/ALL FILTERS/MISC	R	6/12/2020		25.58CR	071970	
	I-K55378	EAR PLUGS	R	6/12/2020		4.75CR	071970	
	I-K55411	PT BAGS/ALL FILTERS/MISC	R	6/12/2020		18.90CR	071970	
	I-K55500	PT BAGS/ALL FILTERS/MISC	R	6/12/2020		129.12CR	071970	
	I-K55500-1	PT BAGS/ALL FILTERS/MISC	R	6/12/2020		13.99CR	071970	
	I-K55500-2	PT BAGS/ALL FILTERS/MISC	R	6/12/2020		121.26CR	071970	
	I-K55500-3	PT BAGS/ALL FILTERS/MISC	R	6/12/2020		40.42CR	071970	

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I-K55500-4		PT BAGS/ALL FILTERS/MISC	R	6/12/2020		161.68CR	071970	
I-K55500-5		PT BAGS/ALL FILTERS/MISC	R	6/12/2020		53.89CR	071970	
I-K55500-6		PT BAGS/ALL FILTERS/MISC	R	6/12/2020		754.49CR	071970	
I-K55500-7		PT BAGS/ALL FILTERS/MISC	R	6/12/2020		11.98CR	071970	
I-K55500-8		PT BAGS/ALL FILTERS/MISC	R	6/12/2020		7.58CR	071970	
I-K55509		FLUORESCENT BULBS	R	6/12/2020		29.97CR	071970	
I-K55564		KEYS	R	6/12/2020		3.78CR	071970	
I-K55587		PT BAGS/ALL FILTERS/MISC	R	6/12/2020		237.14CR	071970	
I-K55632		PT BAGS/ALL FILTERS/MISC	R	6/12/2020		50.70CR	071970	
I-K55771		PT BAGS/ALL FILTERS/MISC	R	6/12/2020		14.97CR	071970	
I-K55881		MARKING PAINT	R	6/12/2020		39.54CR	071970	
I-L44463		PT BAGS/ALL FILTERS/MISC	R	6/12/2020		57.98CR	071970	
I-L44486		PT BAGS/ALL FILTERS/MISC	R	6/12/2020		129.99CR	071970	
I-L44806		PT BAGS/ALL FILTERS/MISC	R	6/12/2020		11.96CR	071970	
I-L44821		PT BAGS/ALL FILTERS/MISC	R	6/12/2020		7.99CR	071970	
I-L44837		PT BAGS/ALL FILTERS/MISC	R	6/12/2020		9.98CR	071970	
I-L45117		PT BAGS/ALL FILTERS/MISC	R	6/12/2020		295.96CR	071970	
I-L45211		PT BAGS/ALL FILTERS/MISC	R	6/12/2020		27.98CR	071970	
I-L45333		PT BAGS/ALL FILTERS/MISC	R	6/12/2020		28.92CR	071970	
I-L45591		PT BAGS/ALL FILTERS/MISC	R	6/12/2020		4.49CR	071970	2,355.25
VOID VOID CHECK			V	6/12/2020			071971 **VOID**	
VOID VOID CHECK			V	6/12/2020			071972 **VOID**	
036207 SECURITY BENEFIT GROUP								
I-MAY 1, 2020 PY		MAY 1, 2020 PAYROLL		R 6/12/2020		2,188.65CR	071973	
I-MAY 15, 2020 PY		MAY 15, 2020 PAYROLL		R 6/12/2020		4,513.65CR	071973	6,702.30
037117 SERVICE PRO OF INDEPENDENCE								
I-93558		SERVICE PRO OF INDEPENDENCE		R 6/12/2020		55.97CR	071974	55.97
022400 SHERWIN WILLIAMS								
I-7013-2		EISENHOWER		R 6/12/2020		55.07CR	071975	55.07
037182 SPARKLIGHT BUSINESS								
I-05152020-1		PT CABLE BOXES		R 6/12/2020		103.94CR	071976	
I-05152020-2		PT CABLE BOXES		R 6/12/2020		18.40CR	071976	122.34
036317 TC SMALL ENGINES								
I-K6234929		PARTS		R 6/12/2020		48.81CR	071977	48.81

PACKET: 00001 Regular Payments-06/12/20

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

BANK : AP Community National Bank

VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
024137 THE CAR SHOP, INC.							
I-47185	506 BATTERY	R	6/12/2020		166.95CR	071978	166.95
034515 TIDY WHITIE'S LAUNDROMAT							
I-23996	LAUNDRY	R	6/12/2020		13.50CR	071979	13.50
032956 TLC GROUNDSKEEPING, INC.							
I-16044	TLC GROUNDSKEEPING, INC.	R	6/12/2020		27.90CR	071980	
I-16437	TAX EXEMPT TLC GROUNDSKEEPING, INC.	R	6/12/2020		28.90CR	071980	56.80
024490 TRANSYSTEMS CORPORATION							
I-INV-0003519230	ADA PHASE 5	R	6/12/2020		1,088.00CR	071981	
I-INV-000353826A	ADA PHASE 5	R	6/12/2020		1,083.00CR	071981	
I-INV-0003578585	GEN ENG. SERV THRU 5/1	R	6/12/2020		24,720.00CR	071981	26,891.00
025004 USA BLUEBOOK							
I-234470	FILTER MEMBRANES	R	6/12/2020		590.74CR	071982	590.74
035459 USD # 446							
I-JUN 20	EDU SALE TX JUNE 2020 EDU SALES TAX	R	6/12/2020		166,797.50CR	071983	166,797.50
037328 VERIZON CONNECT ACCOUNTS RECEIVABLE							
I-INDE016	AMB VEHICLE TRACK/MAIN	R	6/12/2020		87.50CR	071984	87.50
026097 VOLZ WELDING AND MACHINE							
I-12965	REPAIR CONTAINER	R	6/12/2020		338.62CR	071985	
I-12972	WELD SHAFT SLOW MIX	R	6/12/2020		450.00CR	071985	
I-12977	506 CABLES	R	6/12/2020		281.95CR	071985	
I-12980	FLOOR IN 607 DUMP BED	R	6/12/2020		1,125.35CR	071985	2,195.92
030083 MICHAEL S. WALLIS							
I-61434	MICHAEL S. WALLIS	R	6/12/2020		15.75CR	071986	15.75
027530 WOODS LUMBER COMPANY							
C-397017	CR MEMO-AC WEATHERSTRP	R	6/12/2020		4.29	071987	
I-389226	REFG/PIPE/MISC	R	6/12/2020		109.38CR	071987	
I-390908	REFG/PIPE/MISC	R	6/12/2020		55.99CR	071987	
I-391271	REFG/PIPE/MISC	R	6/12/2020		28.99CR	071987	
I-393166	REFG/PIPE/MISC	R	6/12/2020		7.56CR	071987	
I-393219	REFG/PIPE/MISC	R	6/12/2020		86.76CR	071987	
I-393480	REFG/PIPE/MISC	R	6/12/2020		90.33CR	071987	
I-393481	REFG/PIPE/MISC	R	6/12/2020		3.99CR	071987	
I-393886	REFG/PIPE/MISC	R	6/12/2020		289.99CR	071987	
I-394280	REFG/PIPE/MISC	R	6/12/2020		914.55CR	071987	
I-394485	2X10 16' #2 BOARDS	R	6/12/2020		124.66CR	071987	
I-394508	2X4 16' #2 BOARD	R	6/12/2020		9.87CR	071987	
I-394586	250/BG 3-1/4 GALV DRL SCR	R	6/12/2020		54.99CR	071987	
I-394605	REFG/PIPE/MISC	R	6/12/2020		63.00CR	071987	
I-394608	7 25" 40T BLADE DIABLO	R	6/12/2020		46.56CR	071987	
I-395196	SNACK SHACK EXP	R	6/12/2020		24.96CR	071987	
I-395200	REFG/PIPE/MISC	R	6/12/2020		126.36CR	071987	
I-395214-10	REFG/PIPE/MISC	R	6/12/2020		22.67CR	071987	

PACKET: 00001 Regular Payments-06/12/20

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

BANK : AP Community National Bank

VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
I-395574	CAUTION TAPE/COVID 19		R 6/12/2020		11.99	CR 071987	
I-395577	PREM BATTEN STRIPS-COVID		R 6/12/2020		20.91	CR 071987	
I-395879	REFG/PIPE/MISC		R 6/12/2020		47.98	CR 071987	
I-395881	REFG/PIPE/MISC		R 6/12/2020		469.00	CR 071987	
I-396360	BOARDS/STAKES		R 6/12/2020		14.19	CR 071987	
I-396824	REFG/PIPE/MISC		R 6/12/2020		33.98	CR 071987	
I-396912	REFG/PIPE/MISC		R 6/12/2020		122.27	CR 071987	
I-396994	AIR CONDITIONER		R 6/12/2020		13.28	CR 071987	
I-397084	GALV NIPPLE/BLACK NIPPLE		R 6/12/2020		7.28	CR 071987	
I-397281-1	REFG/PIPE/MISC		R 6/12/2020		21.47	CR 071987	
I-397293	WATER HEATER/SNACK SH		R 6/12/2020		243.71	CR 071987	
I-411131-10	REFG/PIPE/MISC		R 6/12/2020		5.25	CR 071987	
I-934700	1X6-12' #2 BOARD		R 6/12/2020		8.88	CR 071987	3,076.51

VOID VOID CHECK V 6/12/2020 071988 **VOID**

VOID VOID CHECK V 6/12/2020 071989 **VOID**

034390	ZIMMERMAN ELECTRIC						
I-105841	ELECTRIC MOTOR		R 6/12/2020		372.00	CR 071990	372.00

029045	ZOLL MEDICAL CORPORATION						
I-3066860	LIFEBAND		R 6/12/2020		402.59	CR 071991	
I-3067605	CABLE REPAIR		R 6/12/2020		214.71	CR 071991	617.30

** T O T A L S **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	125	0.00	935,527.36	935,527.36
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:	18	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:	143	0.00	935,527.36	935,527.36

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 00001 Regular Payments-06/12/20

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

BANK : AP Community National Bank

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

FUND	PERIOD	AMOUNT
01	6/2020	332,780.29CR
08	6/2020	918.08CR
10	6/2020	72,412.90CR
11	6/2020	166,797.50CR
17	6/2020	26,716.50CR
26	6/2020	1,625.00CR
31	6/2020	20,766.86CR
33	6/2020	42,838.15CR
37	6/2020	23,904.39CR
40	6/2020	600.00CR
44	6/2020	2,000.00CR
47	6/2020	73,696.00CR
49	6/2020	27,674.55CR
51	6/2020	2,677.06CR
52	6/2020	14,746.10CR
53	6/2020	70,378.66CR
54	6/2020	5,269.00CR
55	6/2020	2,929.98CR
56	6/2020	902.99CR
57	6/2020	964.46CR
59	6/2020	393.72CR
64	6/2020	108.15CR
78	6/2020	897.13CR
96	6/2020	43,529.89CR

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ALL		935,527.36CR
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ORDINANCE NO. P – 1837

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

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

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

Approved this 11th day of June 2020.

_____ Mayor

Attest: _____ City Clerk

Ordinance # P – 1837

\$ 140,338.12

Minutes of the Independence City Commission's March 3, 2020 Special Meeting

The Independence City Commission met for a special meeting on March 3, 2020 at 9:00 A.M. in the Veterans Room at the Memorial Hall. Mayor Leonhard Caflisch, Commissioner Louis Ysusi, and Commissioner Dean Hayse were present. Others present included:

City Staff

David Schwenker, City Clerk

I. SPECIAL SESSION

A. Call to Order

Mayor Caflisch called the meeting to order at 9:00 A.M.

II. EXECUTIVE SESSION

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

Motion:

On the motion of Mayor Caflisch, seconded by Commissioner Ysusi the Commission moved to recess for an executive session for review and discussion of City Manager applications pursuant to the non-elected personnel exception (K.S.A. 75-4319(b)(1). The open meeting will resume at 9:45 A.M.

Aye: Ysusi, Caflisch, Hayse

Nay: None

The meeting resumed at 9:45 A.M.

Motion:

On the motion of Mayor Caflisch, seconded by Commissioner Ysusi the Commission moved to recess for an executive session for review and discussion of City Manager applications pursuant to the non-elected personnel exception (K.S.A. 75-4319(b)(1). The open meeting will resume at 10:00 A.M.

Aye: Ysusi, Caflisch, Hayse

Nay: None

Minutes of the Independence City Commission's March 3, 2020 Special Meeting

The meeting resumed at 10:00 A.M. No action was taken.

III. ADJOURNMENT

Motion:

Mayor Caflisch moved to adjourn. Commissioner Ysusi seconded.

Aye: Ysusi, Caflisch, Hayse

Nay: None

Leonhard Caflisch, Mayor

Louis Ysusi, Commissioner

Dean Hayse, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the Independence City Commission's March 6, 2020 Special Meeting

The Independence City Commission met for a special meeting on March 6, 2020 at 1:00 P.M. in the Veterans Room at the Memorial Hall. Mayor Leonhard Caflisch, Commissioner Louis Ysusi, and Commissioner Dean Hayse were present. Others present included:

City Staff

David Schwenker, City Clerk

I. SPECIAL SESSION

A. Call to Order

Mayor Caflisch called the meeting to order at 1:00 P.M.

II. EXECUTIVE SESSION

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

Motion:

On the motion of Mayor Caflisch, seconded by Commissioner Ysusi the Commission moved to recess for an executive session for review and discussion of City Manager applications pursuant to the non-elected personnel exception (K.S.A. 75-4319(b)(1). The open meeting will resume at 2:30 P.M.

Aye: Ysusi, Caflisch, Hayse

Nay: None

The meeting resumed at 2:30 P.M.

Motion:

On the motion of Mayor Caflisch, seconded by Commissioner Ysusi the Commission moved to recess for an executive session for review and discussion of City Manager applications pursuant to the non-elected personnel exception (K.S.A. 75-4319(b)(1). The open meeting will resume at 2:40 P.M.

Aye: Ysusi, Caflisch, Hayse

Nay: None

Minutes of the Independence City Commission's March 6, 2020 Special Meeting

The meeting resumed at 2:40 P.M.

Motion:

On the motion of Mayor Caflisch, seconded by Commissioner Ysusi the Commission moved to recess for an executive session for review and discussion of City Manager applications pursuant to the non-elected personnel exception (K.S.A. 75-4319(b)(1). The open meeting will resume at 3:10 P.M.

Aye: Ysusi, Caflisch, Hayse

Nay: None

The meeting resumed at 3:10 P.M. No action was taken.

III. ADJOURNMENT

Motion:

Mayor Caflisch moved to adjourn. Commissioner Ysusi seconded.

Aye: Ysusi, Caflisch, Hayse

Nay: None

Leonhard Caflisch, Mayor

Louis Ysusi, Commissioner

Dean Hayse, Commissioner

Minutes of the Independence City Commission's March 6, 2020 Special Meeting

Attest:

City Clerk/Treasurer

Minutes of the Independence City Commission's March 12, 2020 Meeting

The Independence City Commission met for a regular meeting on February 6, 2020 at 5:30 P.M. at the Memorial Hall. Mayor Leonhard Caflisch, Commissioner Louis Ysusi and Commissioner Dean Hayse were present. Others present included:

City Staff

Jeff Chubb, City Attorney
Kelly Passauer, Assistant City Manager/Zoning Administrator
David Schwenker, City Clerk/City Treasurer
Ed Sykes, Chief Water Plant Operator
Lacey Lies, Director of Finance
Mike Passauer, Public Works Director
Jerry Harrison, Police Chief
Shawn Wallis, Fire/EMS Chief
Terry Lybarger, Director of Utilities
April Nutt, Director of Housing Authority
David Cowan, Director of Safety/ADA Coordinator
Barb Beurskens, Park and Zoo Director
Tim Townley, Police Officer

Visitors

Larry McHugh
Taina Copeland
Jerry Bright
Shawn Steward
Daniel Kiser
Lisa Wilson
Jeri Hopkins
John Long
Cloe Mills
Lynnsey Charter
Rodrigo Serrana
Wendy Hull
Cathy Muller
Carolyn Torrance
Dorcus Sutton
Ned Stichman

I. REGULAR SESSION

A. Call to Order

Mayor Caflisch called the meeting to order.

B. Pledge of Allegiance to the United States of America

Minutes of the Independence City Commission's March 12, 2020 Meeting

C. Adoption of Agenda

Motion:

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

Aye: Ysusi, Caflisch, Hayse

Nay: None

II. APPOINTMENTS

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

III. PRESENTATIONS

- A. AAA Traffic Safety Award-Gold level.

Shawn Steward with AAA Kansas presented Chief Harrison and the entire Independence Police Department with the 2019 AAA Kansas Community Traffic Safety Gold Award.

- B. Library Board of Trustees Year-End.

Jeri Hopkins presented the activities conducted by the library during 2019.

IV. CONSENT AGENDA

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

- A. Appropriations

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

- B. Consider authorizing the Mayor to sign two applications for grants from KDOT Aviation.

Motion:

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

Aye: Ysusi, Caflisch, Hayse

Nay: None

Minutes of the Independence City Commission’s March 12, 2020 Meeting

V. ITEMS FOR COMMISSION ACTION

- A. Consider modified contract with PEC for design work for the Water Treatment Plant Phase II.

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

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission approved a modified contract with PEC for design work for the Water Treatment Plant Phase II.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- B. Consider redirecting funds previously approved for the Library’s Children Area Remodel to the Library’s Open Access.

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

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

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

Minutes of the Independence City Commission's March 12, 2020 Meeting

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission approve funding to the Library's Open Access program in the amount of \$17,061.

Aye: Ysusi, Cafilisch, Hayse

Nay: None

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

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

Caney – 5%

Cherryvale – 5%

Coffeyville – 45%

Independence – 45%

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

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

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

Motion:

On the motion of Mayor Cafilisch, seconded by Commissioner Ysusi the Commission adopted a Resolution with the modification to the last sentence in

Minutes of the Independence City Commission's March 12, 2020 Meeting

Section four that the Independence Convention and Visitor's Bureau shall then be responsible for compliance with all reporting requirements and submit to the City of Independence for further processing.

Aye: Ysusi, Caflisch, Hayse

Nay: None

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission approved to set the 2020 Amended Budget Hearing date March 26th, 2020 at 5:30 PM.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- D. Consider modifying the location for the Remington Statue.

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

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission authorized the placement of a Remington statue on the northwest corner of Penn/Laurel with the exact location to be determined once the funds have been raised.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- E. Consider authorizing the placement of signs restricting parking to one side of Birch Street from 1st Street to Cement Street.

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

A resident is complaining of traffic hazards created by vehicles parking on both sides of the street in the 1000 block of E. Birch. IPD staff surveyed the area and

Minutes of the Independence City Commission's March 12, 2020 Meeting

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

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

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

Following the National Association of City Transportation Officials (NACTO) Urban Street Design Guide lane width recommendations, parallel parking lanes should be 7-9 feet wide and travel lanes 10 feet wide. Parallel parking requires 14-18 feet of width for both sides of the street. This leaves 7.7-11.7 feet of lane-width for two directions of traffic. Restricting parking on the south side of the street provides 16.7-18.7 feet of lane-width for two-way traffic. This will require the placement of at least ten "NO PARKING THIS SIDE OF STREET" signs.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission authorized the placement of signs restricting parking to one side of Birch Street from 1st Street to Cement Street.

Aye: Ysusi, Caflisch, Hayse

Nay: None

VI. REPORTS

A. 223 West Main Street Update.

Director Cowan had nothing to report at this time.

B. Neighborhood Revitalization Plan Update.

Minutes of the Independence City Commission's March 12, 2020 Meeting

Assistant City Manager Passauer provided an update.

C. 2020 Census Update

Assistant City Manager Passauer provided an update.

D. City Board Minutes

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

VII. CITY MANAGER'S COMMENTS

Director Cowan reported that there would be a community meeting for input and involvement in cleaning up the committee.

Director Cowan provided facts on the Coronavirus.

Director Beurskens reported on the repair of the welcome signs.

VIII. COMMISSIONERS' COMMENTS

Mayor Cafilisch asked if the League of Municipalities had come up with any guidelines on partnering.

Assistant City Manager Passauer replied that she had not received any notification on that issue.

Mayor Cafilisch wants to discuss a budget for City Hall to give Treanor more direction on that issue.

IX. PUBLIC CONCERNS

X. EXECUTIVE SESSION

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

Motion:

On the motion of Mayor Cafilisch, seconded by Commissioner Ysusi the Commission moved to recess for an executive session for review and discussion of City Manager applications pursuant to the non-elected personnel exception (K.S.A. 75-4319(b)(1)). The open meeting will resume at 7:20 P.M.

Minutes of the Independence City Commission's March 12, 2020 Meeting

Aye: Ysusi, Caflisch, Hayse

Nay: None

The meeting resumed at 7:20 P.M. with no action taken.

XI. ADJOURNMENT

Motion:

Mayor Caflisch moved to adjourn. Commissioner Hayse seconded.

Aye: Ysusi, Caflisch, Hayse

Nay: None

Leonhard Caflisch, Mayor

Louis Ysusi, Commissioner

Dean Hayse, Commissioner

Attest:

City Clerk/Treasurer



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 11, 2020

Department Housing Authority

Director Approval April Nutt

AGENDA ITEM Consider authorizing the sale of property located at 1901 Bradley Court

SUMMARY RECOMMENDATION Approve Request

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

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

SUGGESTED MOTION I move to approve the sale of 1901 Bradley Court to Nicole Donn Rothgeb.

SUPPORTING DOCUMENTS New Home Real Estate Contract



NEW HOME REAL ESTATE CONTRACT

Document updated:
April 2016

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

SELLER: City of Independence

MARRIED

BUYER: Nicole D Rothgeb

MARRIED

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

3. **AGREEMENT TO SELL AND PROPERTY ADDRESS:** BUYER agrees to purchase and SELLER agrees to sell the following-described real property (the "Property"), upon which there is to be constructed or completed a dwelling unit (the "Home"):

STREET ADDRESS: 1901 Bradley Ct

CITY: Independence **COUNTY:** Montgomery **STATE:** KS **ZIP CODE:** 67301-3062

LEGAL DESCRIPTION:

Lot 1, Blk 1 Eisenhower Addition

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

A. **EARNEST MONEY** (See Section 6): \$ 500.00

B. **LOT RESERVATION DEPOSIT** (See Section 7): \$ _____

C. **ADDITIONAL DEPOSIT TO SELLER** (See Section 8): \$ _____

D. **NEW MORTGAGE** (See Section 9): \$ 139,900.00

E. **OTHER FUNDS:** Second Mortgage Grant from IHA \$ 31,000.00

F. **APPROXIMATE BALANCE DUE FROM BUYER** at the time of closing, excluding adjustments and pro-rations, financing as set forth in the Contract or the attached financing addendum, closing costs, any pre-paid expenses and excesses over allowances (if any). Said amount to be in the form of Cash, Certified, Cashier's Check or wired funds on the Closing Date. \$ 9,500.00

G. **OTHER SELLER PAID COSTS IN ADDITION TO COSTS SPECIFIED ABOVE**, SELLER agrees to pay BUYER'S other allowable closing costs or pre-paid expenses not to exceed (this amount shall shall not include the amount of any title insurance charges and closing agent fees the SELLER has also agreed to pay under Sections 5 and 34 of this Contract): \$ 4,497.00

5. **CLOSING AND POSSESSION:**

A. The Closing Date of this Contract shall be (check one box):

July 15, 2020 (specified date);

_____ calendar days (180 if left blank) after the satisfaction or waiver of all financing or other contingencies found in this Contract; or

If acceptable to both the BUYER and SELLER, such earlier date following the issuance of a certificate of occupancy or temporary certificate of occupancy for the Home.

B. SELLER agrees and acknowledges that the disbursement of sale proceeds may not be made until after the deed (and the mortgage if applicable) has been recorded. The deed and mortgage shall be recorded as soon as possible after closing.

C. SELLER agrees to provide possession of the Property and the keys to the BUYER immediately following the completion of closing and disbursement of the SELLER'S proceeds. BUYER shall not occupy the Property or place any personal property in or on the Property prior to the completion of the closing and disbursement of the SELLER'S proceeds.

D. If closing is delayed through no fault of either party, BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days.

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

BUYER'S INITIALS

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SELLER'S INITIALS _____

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6. **EARNEST MONEY:**

- A. BUYER agrees to deposit \$ 500.00 as Earnest Money in the form of Cash Personal Check Money Order Cashier's Check Other _____ with Security 1st Title (the name of the earnest money holder) as a guarantee that the BUYER shall fulfill the terms and conditions of this Contract.
- B. BUYER acknowledges that the Earnest Money shall be deposited within five business days after this Contract is signed by all parties. BUYER agrees and acknowledges that these funds may be deposited into an interest-bearing account and that the Escrow Agent or Listing Broker has the right to retain all interest earned on these funds. BUYER agrees and acknowledges that BUYER is not entitled to any interest on the Earnest Money.
- C. In the event that the BUYER fails for any reason to fulfill any of the BUYER'S obligations under this Contract, SELLER may at the SELLER'S option cancel this Contract and, upon the cancellation of this Contract by the SELLER, the Earnest Money shall become the sole property of the SELLER. In the event that the Earnest Money is forfeited by the BUYER as stated in this subsection, all expenses of the sale incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation or default, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be paid prior to any remaining funds from the forfeited Earnest Money being released to the SELLER.
- D. If either the BUYER or SELLER cancels this Contract as provided under one of the provisions concerning appraisals, financing, inspections, liens or title evidence contained in this Contract, the BUYER'S Earnest Money shall be returned to the BUYER. In the event that the Earnest Money is returned to the BUYER under this subsection, all expenses of this transaction incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be deducted from the Earnest Money and paid prior to the release of the remaining funds to the BUYER.
- E. In the event that the SELLER is unable to provide merchantable title to the Property or otherwise defaults on the SELLER'S obligations under this Contract, the Earnest Money shall be returned in full to the BUYER.
- F. In the event that the Earnest Money is either forfeited to the SELLER or returned to the BUYER, BUYER and SELLER shall both have the option of seeking specific performance of this Contract or any other applicable legal or equitable relief.
- G. Notwithstanding any other terms or conditions of this Contract regarding the distribution of the Earnest Money deposit, the BUYER and SELLER understand that applicable Kansas law prohibits the Listing Broker or Escrow Agent from distributing the Earnest Money deposit without the consent of all parties to this Contract. Pursuant to K.S.A. 58-3061(g), the Listing Broker can only disburse Earnest Money under the following conditions: (1) pursuant to a written authorization of both the BUYER and SELLER; (2) pursuant to a court order; or (3) upon the closing of the transaction according to the agreement of the parties.
- H. BUYER and SELLER agree that the failure to either (1) respond in writing to a certified letter from the Listing Broker within seven (7) calendar days of receiving the letter or (2) make written demand for return or forfeiture of any Earnest Money deposit within thirty (30) calendar days of notice of cancellation of this Contract shall constitute consent to the distribution of the Earnest Money deposit as suggested in any such certified letter or as demanded by the other party to this Contract. If a dispute arises over the disposition of funds or documents deposited with the Listing Broker or Escrow Agent, BUYER and SELLER agree that any attorneys' fees, court costs or any other legal expenses incurred by the Listing Broker or Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money or other funds deposited with the Listing Broker or Escrow Agent.

7. **LOT RESERVATION DEPOSIT** (Section must be checked if applicable): The Lot Reservation Deposit shall be transferred to _____ (the name of recipient) from the Lot Sale Contract or Lot Reservation Agreement dated _____ in the amount of \$ _____. BUYER and SELLER agree that the Lot Reservation Deposit shall be REFUNDABLE NON-REFUNDABLE.

8. **ADDITIONAL DEPOSIT TO SELLER** (Section must be checked if applicable): BUYER and SELLER agree that an additional deposit in the amount of \$ _____ shall be deposited with _____ (name of deposit holder) within _____ calendar days (ten if left blank) after this Contract is signed by all parties. BUYER and SELLER agree that the Additional Deposit to SELLER shall be REFUNDABLE NON-REFUNDABLE.

BUYER'S INITIALS ND R
SELLER'S INITIALS _____

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

- A. This Contract shall be contingent upon the BUYER obtaining mortgage financing to purchase the Property. BUYER will obtain a mortgage loan in the principal amount of \$ 139,900.00 plus financed mortgage insurance premiums, if any, at an initial rate not to exceed _____ % for a term of not more than _____ years.
- B. BUYER shall complete a written application for the mortgage loan and pay the fees required by the mortgage lender within _____ calendar days (15 if left blank) after the Effective Date of this Contract.
- C. BUYER agrees to make a good faith effort to obtain a commitment for the mortgage loan within _____ calendar days (45 if left blank) after the Effective Date of this Contract or by the Closing Date, whichever is earlier. In the event that the BUYER is unable to obtain a financing commitment within the time frame specified in this subsection, the BUYER shall notify the SELLER or the SELLER'S agent in writing and, if requested by the SELLER or SELLER'S agent, provide satisfactory written evidence of rejection.
- D. Once the SELLER has received the required written notice that the BUYER has been unable to obtain a commitment for a mortgage loan and the SELLER cannot or elects not to assist the BUYER in obtaining the required mortgage financing, this Contract shall be cancelled and the Earnest Money and all refundable deposits paid by the BUYER pursuant to this Contract shall be refunded to the BUYER subject to the terms and conditions contained in this Contract.

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

- A. This Contract is contingent upon the closing of the BUYER'S property located at the following address: _____
- B. If this section is checked, the Contingency for Closing of Buyer's Property Addendum must be completed and signed by both parties as an addendum to this Contract.

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

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

12. **DELAYS OR EXTENSION OF CLOSING:**

- A. If the completion of construction on the Home is delayed due to weather, strikes, acts of God or Change Orders, BUYER'S delays or other conditions over which the SELLER has no control, regardless of any other provision of this Contract, the Closing Date and possession under this Contract shall be extended for that period of time caused by any such delay in construction.
- B. SELLER shall promptly provide written notice to the BUYER identifying the length of time and cause of the delay. With notice, BUYER shall assume responsibility for notifying any mortgage lenders of the delay in closing and possession. The normal scheduling of sub-contractors and employees on the construction of the Home shall be the responsibility of the SELLER.

13. **COMMENCEMENT OR CONTINUATION OF CONSTRUCTION:**

- A. SELLER shall not be required to commence or, if already commenced, continue with the construction of the Home until the BUYER has satisfied or the BUYER and SELLER have agreed in writing to waive any financing contingencies or the Contingency for the Sale of BUYER'S Property agreed to the BUYER and SELLER under this Contract.
- B. If the BUYER requests that construction on the Home commence or, if already commenced, to continue construction prior to the satisfaction or waiver of any financing contingencies or the Contingency for the Sale of BUYER'S Property under this Contract, SELLER agrees does not agree to the BUYER'S request to commence or continue construction. Even if the BUYER is unable to satisfy any mortgage financing contingencies contained in this Contract or is unable to sell the BUYER'S existing property under the Contingency for the Sale of BUYER'S Property, the BUYER agrees that by signing below this section all Earnest Money and additional deposits shall be made non-refundable if the SELLER has performed under the terms and conditions of this Contract, unless prohibited by law.

BUYER'S INITIALS DS
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 SELLER'S INITIALS _____

City of Independence

SELLER'S Company Name (applies to only this section)

BUYER'S Signature (applies to only this section)

Nicole D Rothgeb

Company Owner/Officer/Partner (applies to only this section)

BUYER'S Signature (applies to only this section)

14. CONSTRUCTION OF THE HOME:

A. SELLER shall complete construction of the Home as follows:

- The plans and specifications (if available) prepared by _____, number _____, last dated _____, including any specification and allowance sheets that have been initiated by the BUYER and SELLER on each page and all additions, revisions and substitutions to the specification and allowance sheets approved by both the BUYER and SELLER as provided in this Contract;
- Substantially the same specifications, standards and materials as found in the model or existing dwelling unit located at _____ (address), excluding wallpaper, window treatments, decorative features and furnishings and except as modified in a separate addendum; or
- Plans and specifications are not applicable as the BUYER is purchasing an existing or completed dwelling unit.

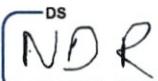
15. PLANS AND CHANGE ORDERS:

- A. BUYER may request certain additions, deletions, revisions or substitutions to the plans and specifications specified in this Contract by filing a New Home Change Order Addendum with the SELLER. If both the BUYER and SELLER agree to the proposed additions, deletions, revisions or substitutions and sign the New Home Change Order Addendum, the provisions of this Contract shall apply to the new plans and specifications with the same effect as the original plans and specifications.
- B. BUYER agrees and acknowledges that the SELLER may condition the SELLER'S agreement to any such New Home Change Order Addendum on the BUYER'S agreement to increase the Purchase Price under this Contract or provide a non-refundable payment to offset any additional costs for the addition, deletions, revisions or substitutions contained in any New Home Change Order Addendum.
- C. BUYER and SELLER agree that any additional costs for the additions, deletions, revisions or substitutions contained in any New Home Change Order Addendums agreed to by the BUYER and SELLER shall be paid by the BUYER as indicated in the New Home Change Order Addendum and that all payments for change orders by the BUYER shall be non-refundable.
- D. BUYER and SELLER agree that any new Home Change Order Addendum shall identify all charges and delays in the Closing Date necessitated by the additions, deletions, revisions or substitutions agreed to by the BUYER and SELLER in any New Home Change Order Addendums.
- E. BUYER agrees that no oral or verbal change order requests shall be made by the BUYER and that no change order requests shall be delivered to any subcontractors or suppliers of the SELLER without the SELLER'S prior written consent.

16. ALLOWANCES -- ADJUSTMENTS AND OVERAGES:

- A. BUYER and SELLER agree and acknowledge that in the event that the BUYER exceeds the SELLER'S allowances as provided on the New Home Allowance Addendum, overages shall be paid by the BUYER directly to the SELLER or supplier at the time of the selection by the BUYER and shall not be refundable to the BUYER unless the SELLER fails to close in accordance with the terms and conditions of this Contract.
- B. In the event that the BUYER'S selections are less than the SELLER'S allowances as provided on the New Home Allowance Addendum, the SELLER agrees that the BUYER may apply the difference to another allowance or receive a credit at closing, if permitted by the BUYER'S mortgage lender.
- C. It is understood by the BUYER that the shrubbery allowance may not be credited and that shrubbery must be installed.

17. PLACEMENT OF IMPROVEMENTS: After consultation with the BUYER, BUYER agrees that SELLER reserves the right to make the final decision of placement of the Home on the Property, the height of the driveway and the number of steps provided to the Home, garage and from the driveway to the front stoop of the Home.

BUYER'S INITIALS DS

 SELLER'S INITIALS _____

18. MATERIALS:

- A. Materials, including allowances, selected by the BUYER for the Home must be obtained from the SELLER'S existing supplier, available for immediate installation and installed by the SELLER or SELLER'S agents, employees, contractors or subcontractors. Any deviation must be approved in writing by the BUYER and SELLER on a New Home Change Order Addendum.
- B. BUYER shall make selections of any optional color, style or material offered by the SELLER in writing on the form supplied by the SELLER and at the time and place designated by the SELLER. If the BUYER fails to make all required selections within ten (10) calendar days after the SELLER'S request, BUYER agrees and acknowledges that the SELLER may make the selections consistent with the plans and specifications for the Home.

19. SUB-SURFACE CONDITIONS/SITE PREPARATION:

- A. BUYER and SELLER agree and acknowledge that this section refers to sub-surface conditions that are not visibly apparent and that would not be part of normal site preparation and excavation.
- B. BUYER is STRONGLY ADVISED to obtain inspections and testing regarding sub-surface conditions to reduce the likelihood of unexpected expenses. BUYER shall pay for all costs associated with such inspection and testing of sub-surface conditions.
- C. The Purchase Price stated in this Contract is predicated upon no rock or shale being encountered while excavating or ditching, no condition below the surface of the ground presenting problems due to the presence of springs or other water systems, no unexpected utility or sewer elevations, no unstable soil or any substantial movement/alterations of earth to and from the Property or non-bearable soils. In the event that any such conditions are encountered, the SELLER agrees to timely notify the BUYER in writing of such conditions and the additional costs necessary to correct such conditions on the Property.
- D. SELLER'S cost for site preparation is \$ _____ (zero if left blank). If costs for site preparation exceed this amount, SELLER shall make a timely determination of any additional costs and notify the BUYER in writing of the amount of and reasoning for the additional costs. Any additional out-of-pocket costs for site preparation in excess of SELLER'S cost shall be paid as follows: BUYER shall pay the first \$ _____ (zero if left blank) and SELLER shall pay the next \$ _____ (zero if left blank).
- E. If the additional site preparation costs do not exceed the total amount agreed upon in this section, BUYER shall pay the BUYER'S portion of the additional costs to the SELLER within five (5) calendar days after the notification of additional costs from the SELLER.
- F. If the additional site preparation costs exceed the total amount agreed upon in this section and if the BUYER and SELLER cannot agree to a written New Home Change Order Addendum to cover the payment of such additional site preparation costs within five (5) calendar days after the BUYER receives the notification of additional costs from the SELLER, this Contract shall be cancelled and the Earnest Money shall be refunded to the BUYER subject to the provisions of this Contract.

20. DRAINAGE:

- A. Unless otherwise expressly provided in the plans and specifications for the Home, the Purchase Price specified in this Contract shall include a drainage system consisting solely of the grading of the Property in accordance with the overall approved grading plans for the development and installation of gutters, down spouts and splash blocks.
- B. If any other grading, drains or other installations become necessary for the Property to drain properly (even after closing) or if grading in accordance with the developer's plans is impractical or ineffective due to the grading of adjacent properties by other parties, the SELLER shall notify the BUYER of any such conditions and:
 - (1) If prior to closing, the Purchase Price shall automatically increase by the amount of the SELLER'S additional out-of-pocket costs incurred in connection with such additional measures.
 - (2) If after closing, the BUYER shall pay such additional costs.

21. CHANGES IN GOVERNMENT REQUIREMENTS:

- A. The Purchase Price is predicated upon a continuation of the currently applicable building codes and their enforcement policies, permitting requirements and fees (including but not limited to required government financing fees) and similar government and utility requirements after the Effective Date of this Contract.
- B. In the event that any change in such codes, policies or requirements becomes effective after the Effective Date of this Contract and the change affects the costs to construct the Home, the SELLER shall notify the BUYER of such change and the Purchase Price under this Contract shall automatically increase by the amount of the SELLER'S additional out-of-pocket costs incurred in connection with the change.

BUYER'S INITIALS DS
 SELLER'S INITIALS NDR

22. RELEASE AND INDEMNIFICATION:

- A. BUYER agrees and acknowledges that the Property will be a construction site during the construction of the Home and that it will be dangerous for the BUYER or BUYER'S guests to be present at the site. BUYER may visit and inspect the work being done on the Property during the construction of the Home, but the BUYER shall not interfere with the work being conducted on the Property, give direction to any sub-contractor or supplier or place the BUYER or BUYER'S guests at risk of injury.
- B. BUYER hereby releases and agrees to indemnify and hold SELLER and any real estate licensees involved in this transaction, and their agents, sub-agents, employees and independent contractors, harmless from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising from any actual or claimed bodily injury, property damage or injury of any kind or character (including death) suffered or sustained by the BUYER or by any of the BUYER'S agents, employees, family members, guests, invitees or licensees (including children) during any time that any of the foregoing individuals may be present on the Property during the construction of the Home.

23. RIGHT TO REPAIR CONSTRUCTION DEFECTS: Under applicable state law, BUYER agrees and acknowledges that there are important requirements that must be followed before the BUYER may file a lawsuit for defective construction against the contractor who constructed the BUYER'S home. If the BUYER fails to follow the strict requirements contained in the law, the BUYER agrees and acknowledges that this will affect the BUYER'S ability to file a lawsuit against the contractor for construction defects in the Home.

24. ESCROW OF INCOMPLETE ITEMS:

- A. BUYER and SELLER agree that any incomplete items (excluding any title deficiencies, warranty, walk-through or remedial items) required to be completed prior to closing shall be listed along with their respective costs, as determined by the SELLER, and deducted from the SELLER'S proceeds and held in escrow at closing along with any amounts required to be held in escrow in excess of the allowance.
- B. BUYER and SELLER agree to execute an Escrow Agreement at closing in a form that is satisfactory to the BUYER, SELLER, mortgage lender and escrow agent. Escrow funds for each completed item shall be released to the SELLER in accordance with the terms of the Escrow Agreement.
- C. In the event that an escrow is required as a result of the BUYER'S request for a delay in the installation of fencing, landscaping, sprinkler system, sod or other exterior amenities, BUYER agrees that any amounts required to be held in escrow in excess of the allowances provided in this Contract shall be deposited by the BUYER and that any inspection or re-inspection fees for said items shall be paid by the BUYER.
- D. In the event an escrow is required at the SELLER'S request for a delay in the construction of the Home, any inspection or re-inspection fees shall be paid by the SELLER.

25. HOMEOWNERS' ASSOCIATION OR COMMON INTEREST COMMUNITY:

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

BUYER'S INITIALS ND R
 SELLER'S INITIALS _____

D. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from the information the SELLER has provided to the BUYER regarding homeowners' associations or other common interest communities.

26. PAYMENT OF HOMEOWNERS' ASSOCIATION CHARGES, SPECIAL ASSESSMENTS AND TAXES:

- A. SELLER represents and warrants that all of the homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that are currently due and payable for years prior to the current calendar year shall be paid by the SELLER prior to closing.
- B. BUYER and SELLER agree that all of the homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that become due and accrue during the calendar year in which the SELLER'S warranty deed is delivered shall be paid by BUYER SELLER prorated between the BUYER and SELLER on the Closing Date.
- C. If the amount of any homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER cannot be ascertained from the public record for the calendar year in which the SELLER's warranty deed is delivered, BUYER and SELLER agree that the amount of the item for the preceding year shall be used to calculate the current calendar year's amount.
- D. BUYER and SELLER agree that if the Property has been reappraised or reclassified within the preceding year and the actual real estate taxes based on the new value are not available, the BUYER and SELLER will agree to a reasonable estimation of the current year's real estate taxes based on the information available on the Closing Date.
- E. BUYER acknowledges that the assessed valuation, classification, mill levy and real estate taxes may change from year to year during the BUYER'S ownership of the Property and that any periodic reappraisal required by law may result in a change (and a potential increase) of the real estate taxes due on the Property.
- F. SELLER warrants that the SELLER does not have any knowledge of any easements or sewer, street or other proposed special assessments except as accurately and completely disclosed on the Special Assessment Disclosure Addendum. BUYER and SELLER agree to hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors, from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from the information the SELLER has given regarding any easements or sewer, street or other proposed special assessments on the Property.

27. SURVEY OF THE PROPERTY:

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

28. LIENS ON THE PROPERTY:

- A. SELLER represents and warrants that there are no unpaid chattel mortgages, conditional sales contracts, financing statements or security agreements (whether recorded or not) affecting any fixture, portion of the Property or item of personal property included in the sale of the Property under this Contract.
- B. BUYER and SELLER agree that any existing liens on the Property that the SELLER is required to remove under this Contract may be paid and discharged from the SELLER'S proceeds at closing.

BUYER'S INITIALS DS
 SELLER'S INITIALS NDR

- C. SELLER shall indemnify and hold BUYER harmless from any obligation for payment of any amounts by reason of any liens on the Property that accrued prior to the closing of this Contract.
- D. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from any unpaid chattel mortgages, conditional sales contracts, financing statement, liens or security agreements on the Property or any personal property included in the sale of the Property under this Contract.

29. INSPECTIONS OF THE PROPERTY:

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

NDR
 BUYER'S INITIALS

 BUYER'S INITIALS

(BUYER(S) MUST INITIAL THESE BLANKS)

- D. BUYER may conduct and obtain any inspections or re-inspections on the Property desired by the BUYER at BUYER'S sole expense. Unless otherwise specified in this Contract, all of the inspections desired by the BUYER shall be completed by a qualified professional within _____ calendar days (ten if left blank) of the completion of the Home.
- E. SELLER agrees to provide BUYER and any qualified professionals engaged by the BUYER with reasonable access to the Property to conduct inspections, re-inspections, inspections of any corrective measures completed by the SELLER and final walk-throughs prior to closing. BUYER shall be responsible for and pay for any damage to the Property resulting from any inspections conducted or obtained by the BUYER.
- F. If an inspection conducted or obtained by the BUYER reveals Unacceptable Conditions, the BUYER shall provide a copy of the written inspection report to the SELLER and the real estate licensee assisting the SELLER within _____ (ten if left blank) calendar days after the completion of the Home. An "Unacceptable Condition" means any condition identified in a written inspection report prepared by an independent qualified professional that is unacceptable to the BUYER. BUYER and SELLER agree to provide all written inspection reports to all real estate licensees involved in this transaction.
- G. Upon the receipt of the written inspection report identifying the Unacceptable Conditions, the SELLER agrees to complete or pay for the remediation or repair of any Unacceptable Conditions identified by the BUYER, provided that the total cost for all remediation or repairs resulting from the Unacceptable Conditions does not exceed \$ _____ (zero if left blank).
- H. If the costs of the remediation or repair for Unacceptable Conditions exceed the amount specified above, BUYER and SELLER shall agree in writing whether the BUYER, SELLER or both parties shall pay and in what amounts for the excess costs for remediation or repair of the Unacceptable Conditions.
- I. BUYER agrees and acknowledges that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed as follows:

BUYER'S INITIALS NDR
 SELLER'S INITIALS _____

- J. BUYER and SELLER agree that any real estate licensees involved in this transaction are not experts regarding whether any unacceptable property conditions exist in and on the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the discovery of property defects or unacceptable property conditions in the Property, unless the real estate licensees had actual knowledge of the conditions prior to the closing of this Contract and failed to disclose this information to the parties.
- K. BUYER and SELLER jointly and severally agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees and professional fees) incurred in connection with any preventative, remedial or other cleanup action necessary to comply with all applicable federal, state and local environmental laws, rules, regulations and ordinances. SELLER warrants that to the best of SELLER'S knowledge and belief after due inquiry, the Property complies with and that SELLER is not in violation of and has not violated any applicable federal, state and local environmental laws, rules, regulations or ordinances.
- L. If the BUYER'S mortgage lender requires a termite inspection report, the BUYER shall be solely responsible for arranging and paying for the termite inspection and the cost of any treatment for termites required on the Property. If the BUYER is prohibited by the mortgage lender from paying for the cost of any treatment, then the costs shall be paid by the SELLER. The responsible party shall provide the termite inspection report to the mortgage lender within 30 calendar days prior to the Closing Date and shall provide notice of treatment to the BUYER and mortgage lender prior to the Closing Date.

30. POTENTIAL PROXIMITY OF REGISTERED OFFENDERS TO PROPERTY:

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

31. RADON GAS NOTICE:

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

BUYER'S INITIALS ND R
 SELLER'S INITIALS _____

32. POTENTIAL PRESENCE OF PROPERTY IN FLOOD PLAIN:

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

33. DELIVERY OF THE DEED:

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

34. TITLE EVIDENCE:

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

BUYER'S INITIALS DS
 SELLER'S INITIALS NDR

35. REPRESENTATIONS:

- A. BUYER agrees and acknowledges that the display homes, including without limitation the appliances, finish, furnishings, landscaping and other items, are for display purposes only and may not be included in this Contract.
- B. BUYER and SELLER agree and acknowledge that the developer of the subdivision in which the Property is located is not a party to this Contract and shall not be responsible for the performance or non-performance of this Contract.

36. INSURANCE:

- A. SELLER shall maintain property insurance coverage on the Property in an amount equal to the full insurable value of the Property, liability insurance, workers' compensation and such other insurance coverage as SELLER may deem necessary or appropriate or may be required by law through the Closing Date.
- B. If the BUYER directly engages a contractor or subcontractor to perform additional work on the Property (which shall always require the prior written consent of the SELLER), the BUYER shall cause such other party to provide the SELLER with written evidence of satisfactory workers' compensation and liability insurance coverage prior to performing work on the Property.

37. CASUALTY LOSS:

- A. In the event of damage or destruction to the Property prior to closing, this Contract shall remain in full force and effect and the SELLER shall proceed to reconstruct, repair and complete the construction of the Home as soon as reasonably possible and the Closing Date shall be extended accordingly provided repairs shall not extend the Closing Date by more than 30 calendar days.
- B. If the damage or destruction of the Property is due to the gross negligence or willful misconduct of the BUYER or other contractors or subcontractors hired by the BUYER, SELLER shall have the right to cancel this Contract and retain all Earnest Money and non-refundable deposits paid by the BUYER.
- C. If a casualty loss extends the Closing Date by more than 30 calendar days, the BUYER may cancel this Contract and all Earnest Money shall be returned to the BUYER subject to the provisions of this Contract.

38. UTILITIES: SELLER agrees to leave turned on any utilities that have been turned on until the date of possession, unless otherwise specifically stated in this Contract.

39. NOTICES:

- A. Any notice required under the terms and conditions of this Contract shall be delivered by electronic mail, facsimile, in-person, private delivery service or the United States Postal Service.
- B. The mailing address for the delivery of any notices under this Contract to any party shall be the mailing address referenced in this Contract, unless the party specifically requests in writing that a different mailing address be used to deliver notices under this Contract.
- C. The notice shall be deemed to be delivered upon the date of receipt. Delivery to a real estate licensee working with the party shall be treated as the same as delivery to the party.

40. DEFAULT AND REMEDIES:

- A. A party (either the BUYER or SELLER) to this Contract shall be in default under this Contract when the party fails to comply with any material condition, term or obligation of the Contract in the time period required by the Contract. Upon default, the parties shall have the remedies set forth below:
 - (1) Upon default by the SELLER, BUYER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the SELLER'S delay in performing the Contract; or (2) terminate the Contract and, if the BUYER chooses, pursue any damages the BUYER incurred as a result of the SELLER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.
 - (2) Upon default by the BUYER, SELLER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the BUYER'S delay in performing the Contract; or (2) terminate the Contract and, if the SELLER chooses, pursue any damages the SELLER incurred as a result of the BUYER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.

BUYER'S INITIALS DS
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 SELLER'S INITIALS _____

B. If upon default either the BUYER or SELLER determines to pursue the BUYER'S or SELLER'S remedies and the non-defaulting party is successful in enforcing his or her remedy, unless otherwise provided by law, the defaulting party on the Contract will pay the non-defaulting party's attorneys' fees, costs and any other expenses incurred in enforcing the non-defaulting party's remedy against the defaulting party.

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

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

43. BROKERAGE RELATIONSHIP DISCLOSURE:

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

Clara Farlow
Name of Real Estate Licensee Assisting BUYER

Clara Farlow
Name of Real Estate Licensee Assisting SELLER

Real Estate Center
Name of Brokerage Firm Assisting BUYER

Real Estate Center
Name of Brokerage Firm Assisting SELLER

44. SEVERABILITY: If any provision of this Contract, or any portion thereof, is rendered invalid by court order, judgment or operation of law, the remaining provisions or portions thereof shall remain valid and enforceable and be construed to remain in force.

45. GOVERNING PROVISIONS: The laws of Kansas shall govern this Contract and its construction, performance and validity.

46. ENTIRE AGREEMENT OF THE PARTIES: This Contract constitutes the entire agreement between the parties and supersedes any previous agreements, contracts and representations, whether oral or written, to buy or sell the Property. Any prior agreements, contracts or representations, whether oral or written, have been merged into this Contract. There shall be no modification of any terms of this Contract unless such modifications have been agreed to in writing and signed by both parties. Neither this Contract nor any interest herein shall be assigned or transferred by any party without the prior written consent of both parties. No assignment shall serve to release or relieve the party assigning the Contract from any obligations or responsibilities under this Contract.

BUYER'S INITIALS DS
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SELLER'S INITIALS _____

47. **MEDIATION REQUIRED** (Section must be checked if applicable): BUYER and SELLER agree that any claim or dispute arising out of or relating to this Contract or the services provided by any real estate licensees involved in this transaction shall be submitted to mediation by completing and signing the Mediation Addendum and attaching it to this Contract. The Mediation Addendum must be completed, signed and attached to this Contract if the "agree" box is checked in this section.

48. **ACKNOWLEDGEMENT OF RECEIPT OF THE CONTRACT:** BUYER and SELLER acknowledge and certify that they have read, understood and received a copy of this Contract.

49. **ACKNOWLEDGEMENT OF RECEIPT OF EXPENSE ITEMIZATIONS:** BUYER and SELLER acknowledge the receipt of separate expense itemizations estimating the approximate costs to be incurred in buying or selling the Property.

50. **ACKNOWLEDGEMENT OF RECEIPT OF ENERGY EFFICIENCY DISCLOSURE FORM:** BUYER acknowledges the receipt of the Kansas Energy Efficiency Disclosure Form required under Kansas state law.

51. **FORM AGREEMENT AND RECOMMENDATIONS FOR INDEPENDENT LEGAL ADVICE:** This Contract has been approved as a form contract by the legal counsel of the Kansas Association of REALTORS® for exclusive use by its REALTOR® members. This is a legally binding contract when the BUYER and SELLER sign the Contract. If not understood, the Kansas Association of REALTORS® and any real estate licensees involved in this transaction recommend that either party should seek the advice of an attorney before signing the completed agreement.

52. **NEW HOME ORIENTATION/WALK-THROUGH:** SELLER or SELLER'S representative and the BUYER may do an orientation tour of the Property prior to closing. Agreed upon items from this tour shall be completed by the SELLER (check one) by the Closing Date within _____ calendar days (thirty if left blank) following the Closing Date, weather permitting and with scheduling cooperation from the BUYER.

53. **ACCEPTANCE OF THE CONTRACT:** (Section Must be Checked if Applicable): This Contract must be executed by all parties before _____ (AM/ PM) on _____ (the "Offer Expiration Date") or it shall be null and void and any Earnest Money shall be returned to the BUYER.

54. **DISCLOSURE OF LOAN ESTIMATES AND CLOSING DISCLOSURES TO REAL ESTATE LICENSEES:** BUYER and SELLER agree that any mortgage lenders and settlement providers involved in this transaction are authorized to provide copies of any Loan Estimates or Closing Disclosures to any real estate licensees involved in this transaction.

55. **SPECIAL CONDITIONS, PROVISIONS OR TERMS:**
SELLER shall provide either a black or a white dishwasher to be installed prior to closing. The Buyer has the option to upgrade the dishwasher and be responsible for the price difference.
SELLER shall provide certification of pre-treatment for wood infestation.
THIS PURCHASE AGREEMENT is subject to the final inspection of the property and approval by IHA and the Buyer.

BUYER'S INITIALS
SELLER'S INITIALS

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NDR

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

DocuSigned by: Nicole D. Rothgeb 5/20/2020
BUYER'S SIGNATURE _____ DATE _____ SELLER'S SIGNATURE _____ DATE _____
Nicole D Rothgeb _____ City of Independence _____

BUYER'S SIGNATURE _____ DATE _____ SELLER'S SIGNATURE _____ DATE _____
Nicole D Rothgeb _____

BUYER'S MAILING ADDRESS _____ SELLER'S MAILING ADDRESS _____
3080 CR 3300 _____

BUYER'S CITY, STATE AND ZIP CODE _____ SELLER'S CITY, STATE AND ZIP CODE _____
Independence, KS 67301 _____

BUYER'S CONTACT TELEPHONE NUMBER _____ SELLER'S CONTACT TELEPHONE NUMBER _____
620-330-3828 _____

BUYER'S EMAIL ADDRESS _____ SELLER'S EMAIL ADDRESS _____

For identification purposes only: (Please print or type)

KREC File #: _____
Agent Name: Clara Farlow _____ Agent Name: Clara Farlow _____
Agent License #: SP0009020 _____ Agent License #: SP0009020 _____
Firm Name: Real Estate Center _____ Firm Name: Real Estate Center _____
Broker License #: BR0014937 _____ Broker License #: BR0014937 _____

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

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

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

BUYER'S INITIALS NDR
SELLER'S INITIALS _____



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 11, 2020

Department Finance

Director Approval Lacey Lies

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

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

Lot 9, Block 12, South Side Heights Addition – 812 S. 4th - \$200.00

BACKGROUND The City assessed nuisance taxes on this property for 2016 mowing charges on August 24th, 2017. This lot was purchased on contract by Sheila Goodwin in 2017 before the taxes were assessed. Sheila is asking the Commission to release the lien and remove the mowing violation fee of \$200.00, since she was not the owner of the property at the time and has since kept up on the property's maintenance.

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

SUGGESTED MOTION I move to abate the nuisance taxes on 812 S. 4th.

SUPPORTING DOCUMENTS Lien Release

RELEASE OF LIEN FOR NUISANCE ABATEMENT

COMES NOW, the City of Independence, Kansas, a municipal Corporation, and hereby releases its lien for recovery of costs relating to nuisance abatement as assessed pursuant to City Ordinance No. 4251 as it pertains to the following property.

Lot 9, Block 12, South Side Heights Addition, City of Independence, Montgomery County, Kansas (commonly known as 812 South 4th, Independence, Kansas)

CITY OF INDEPENDENCE, KANSAS

By: _____
LEONHARD CAFLISCH, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

STATE OF KANSAS)

) SS:

MONTGOMERY COUNTY)

BE IT REMEMBERED, That on this ____ day of June, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared LEONHARD CAFLISCH, Mayor, and DAVID W. SCHWENKER, City Clerk, of the CITY OF INDEPENDENCE, KANSAS, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, and who are personally

known to me to be the same persons who executed, the above and foregoing instrument of writing on behalf of said corporation, and such persons acknowledged the execution of the same to be the act and deed of said CITY OF INDEPENDENCE, KANSAS.

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

NOTARY PUBLIC

My commission expires:



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 11, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider scheduling a special meeting on June 23, 2020 to further refine proposed projects for the Special Use Sales Tax renewal.

SUMMARY RECOMMENDATION City staff recommends setting the date for a special meeting.

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

BUDGET IMPACT N/A

SUGGESTED MOTION I move to schedule a special meeting on Tuesday, June 23, 2020 at 9 AM to further refine proposed projects for the Special Use Sales Tax renewal.

SUPPORTING DOCUMENTS N/A



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 11, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider Change Orders 8 and 9 regarding the 1916 City Hall project.

SUMMARY RECOMMENDATION Staff recommends approval.

BACKGROUND The City Commission on January 9, 2020 approved Change Order 3; and on April 23, 2020 approved Change Orders 1, 2, 4, 6, and 7 for the 1916 City Hall Phase I project. The previously approved change orders are summarized as follows:

#	Description	Add/Deduct
1	Add for windows not identified on plans. Material Only.	\$24,829.00
2	Credit for demo work in basement completed by remediation subcontractor.	-\$12,000.00
3	Additional roof repairs to roof parapet wall and lower roof.	\$20,610.70
4	Time & Material estimate for all labor, material and equipment to: (1) Demo damaged wood window frames; and (2) Repair or replace wood window frames with blocking for installation of replacement windows.	\$43,297.50
6	Lintel repairs for basement windows. Includes all labor, material and equipment.	\$24,702.00
7	Deletion of east roof.	-\$2,750.00

Recently, we have received Change Orders 8 and 9 which are summarized as follows:

#	Description	Add/Deduct
8	Credit for east roof flashing and parapet cap (material and labor)	-\$3,105.00
9	Credit for roof parapet wall repairs (1) lower roof (material and labor)	-\$4,849.90

The change orders recommended for approval by TreanorHL are described in more detail in the attached documentation.

BUDGET IMPACT \$7,954.90 in deducts. This project is being funded from Special Use Sales Tax for Buildings and Facilities.

SUGGESTED MOTION I move to approve Change Orders 8 and 9 for a total deduct of \$7,954.90 for the 1916 City Hall Phase I project.

SUPPORTING DOCUMENTS

1. Change Orders
2. Recommendations from TreanorHL



AIA[®] Document G701[™] – 2017

Change Order

PROJECT: <i>(Name and address)</i> Independence City Hall - Phase 1 120 N. 6 th St. Independence, KS 67301	CONTRACT INFORMATION: Contract For: Renovation Date: 5/7/2019	CHANGE ORDER INFORMATION: Change Order Number: 8 Date: 6/4/2020
OWNER: <i>(Name and address)</i> City of Independence 811 W. Laurel St. Independence, KS 67301	ARCHITECT: <i>(Name and address)</i> TreanorHL 719 SW Van Buren St. Ste. 200 Topeka, KS 66603	CONTRACTOR: <i>(Name and address)</i> Hofer & Hofer & Associates, Inc. 1201 N. 10 th St. Humboldt, KS 66748

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Removing coping cap flashing of East Apparatus Bay Addition from project scope:

Reference attached contractor's proposed change order (Exhibit A) and TreanorHL recommendation letter (Exhibit B) for additional information.

The original Contract Sum was	\$ 1,077,900.00
The net change by previously authorized Change Orders	\$ 98,689.20
The Contract Sum prior to this Change Order was	\$ 1,176,589.20
The Contract Sum will be decreased by this Change Order in the amount of	\$ 3,105.00
The new Contract Sum including this Change Order will be	\$ 1,173,484.20

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

TreanorHL ARCHITECT <i>(Firm name)</i> <i>K. Vance Kelley</i>	Hofer & Hofer & Associates, Inc. CONTRACTOR <i>(Firm name)</i>	City of Independence OWNER <i>(Firm name)</i>
SIGNATURE K. Vance Kelley	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE 06/05/2020	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

June 5, 2020

TO: Ian Pitts
TreasorHL
719 SW Van Buren St., Suite 200
Topeka, KS 66603

RE: Independence City Hall

CHANGE ORDER NO. 8

DESCRIPTION: We hereby agree to make the changes as specified below:

Credit for east roof metal flashing and parapet cap (material & labor)
Approx 3' gutter & downspout, 95' \$100, labor \$250
Approx 95' Reglet mat @ \$2.00, labor @ \$11.00 = 95' x \$13.00 = \$1,235.00
Approx 95' coping wall mat @ \$7.00, labor @ \$9.00 = 95' x \$16.00 = \$1,520.00
Total Revised deduct amount (\$3,105.00)

To accept Change Order No. 8, please sign and date where indicated below and return the document to our office for execution. We will execute the changes and return a signed copy of the document to you for your records.

OWNER/OWNER'S REPRESENTATIVE

Hofer & Hofer & Associates, Inc.

By: _____

By: _____

Dated: _____

Dated: _____

June 4, 2020

Kelly Passauer, Assistant City Manager
City of Independence
811 West Laurel Street
Independence, KS 67301

Re: Independence City Hall – Phase 1 – Change Order No. 8

Dear Ms. Passauer,

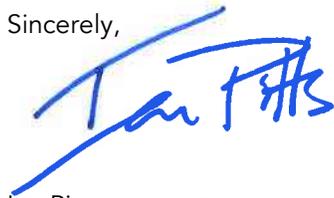
As was discussed as part of Change Order No. 7 for the credit of reroofing work at the East Apparatus Bay Addition, there would be another credit for the metal coping cap detail that would also not be installed.

Therefore, the contractor has proposed a credit for the associated metal coping cap work that will not be performed on the addition roof.

The total Change Order No. 8 amount for this removed scope is a credit of \$3,105. See Change Order No. 8 for the contractor's breakout of the values associated with the credited flashing work.

TreanorHL recommends approval of this change order.

Sincerely,



Ian Pitts ASSOCIATE AIA

719 SW Van Buren Street, Suite 200
Topeka, KS 66603

ipitts@treanorhl.com

c 785.221.3748

o 785.235.0012

d 785.350.6504

Cc: file





AIA[®]

Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Independence City Hall - Phase 1 120 N. 6 th St. Independence, KS 67301	CONTRACT INFORMATION: Contract For: Renovation Date: 5/7/2019	CHANGE ORDER INFORMATION: Change Order Number: 9 Date: 6/4/2020
OWNER: <i>(Name and address)</i> City of Independence 811 W. Laurel St. Independence, KS 67301	ARCHITECT: <i>(Name and address)</i> TreanorHL 719 SW Van Buren St. Ste. 200 Topeka, KS 66603	CONTRACTOR: <i>(Name and address)</i> Hofer & Hofer & Associates, Inc. 1201 N. 10 th St. Humboldt, KS 66748

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Removing additional parapet plywood blocking at roof of East Apparatus Bay Addition (previously added via CO #3) from project scope: Reference attached contractor's proposed change order (Exhibit A) and TreanorHL recommendation letter (Exhibit B) for additional information.

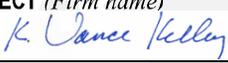
The original Contract Sum was	\$ 1,077,900.00
The net change by previously authorized Change Orders	\$ 95,584.20
The Contract Sum prior to this Change Order was	\$ 1,173,484.20
The Contract Sum will be decreased by this Change Order in the amount of	\$ 4,849.00
The new Contract Sum including this Change Order will be	\$ 1,168,635.20

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

TreanorHL ARCHITECT <i>(Firm name)</i>	Hofer & Hofer & Associates, Inc. CONTRACTOR <i>(Firm name)</i>	City of Independence OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
K. Vance Kelley		
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
06/05/2020		
DATE	DATE	DATE

May 20, 2020

TO: Ian Pitts
TreasorHL
719 SW Van Buren St., Suite 200
Topeka, KS 66603

RE: Independence City Hall

CHANGE ORDER NO. 9

DESCRIPTION: We hereby agree to make the changes as specified below:

Credit for roof parapet wall repairs (1) lower roof (material & labor) (\$4,409.00)	
10% GC markup \$440.90	Total Deduct of (\$4,849.90)

To accept Change Order No. 9, please sign and date where indicated below and return the document to our office for execution. We will execute the changes and return a signed copy of the document to you for your records.

OWNER/OWNER'S REPRESENTATIVE

Hofer & Hofer & Associates, Inc.

By: _____

By: _____

Dated: _____

Dated: _____

June 4, 2020

Kelly Passauer, Assistant City Manager
City of Independence
811 West Laurel Street
Independence, KS 67301

Re: Independence City Hall – Phase 1 – Change Order No. 9

Dear Ms. Passauer,

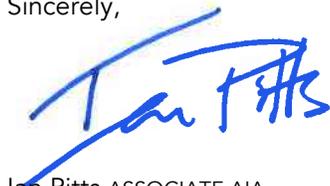
In reviewing the previously approved Change Orders, the contractor discovered that with the decision to not proceed with reroofing work on the East Apparatus Bay Addition roof, there were costs associated with previously approved Change Order #3 that would not be required. Change Order #3 covered additional parapet plywood blocking necessary for the adequate attachment of the membrane roofing, due to unforeseen deterioration of the brick parapets under the existing roofing.

Therefore, the contractor has proposed a credit for the additional parapet blocking associated with the east Apparatus Bay addition reroofing work that will not be performed.

The total Change Order No. 9 amount for this removed scope is a credit of \$4,849.90. See Change Order No. 9 for the contractor's breakout of the credited amount, and reference Change Order No. 3 for the contractor's breakout of the material and labor values associated with the credited work, listed under "Lower Roof Each x3."

TreanorHL recommends approval of this change order.

Sincerely,



Ian Pitts ASSOCIATE AIA

719 SW Van Buren Street, Suite 200
Topeka, KS 66603

ipitts@treanorhl.com

c 785.221.3748

o 785.235.0012

d 785.350.6504

Cc: file





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 11, 2020

Department Administration

Director Approval Kelly Passauer

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

SUMMARY RECOMMENDATION Staff recommends approval.

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

BUDGET IMPACT \$12,750 lump sum fee which includes two trips. Additional meetings and/or trips will result in additional charges as outlined in the proposal.

SUGGESTED MOTION I move to approve the proposal from TreanorHL to develop concept design options for 1916 City Hall and a Public Safety Center.

SUPPORTING DOCUMENTS Proposal

TREANORHL

March 11, 2020

Kelly Passauer, Assistant City Manager
City of Independence, Kansas
811 W. Laurel
Independence, KS 67301

Re: City of Independence, Kansas
City Hall and Public Safety Center Concept Design
Revised Proposal

Dear Kelly,

Per our prior discussions and feedback from the City Commission, we are presenting a proposal to develop concept design options for the 1916 City Hall and a Public Safety Center. The following options will be developed:

1. 1916 City Hall with police department: Provide all city departments and the police department at this facility. This option will include an addition to the existing building.
2. Fire and EMS Department at Apparatus Bay: Provide addition to the existing apparatus bay for the fire department.

For each of the above options the following deliverables will be provided:

1. Site Plan
2. Floor Plan
3. Narrative describing scope of work for architectural, structural, and mechanical, electrical, and plumbing systems.
4. Estimate of probable construction and project costs.

For the above scope of work, we would propose a lump sum fee of \$12,750.00, including two trips to present the preliminary plans to the City Commission. Additional meetings with the Commission, City Staff, or both, can be provided by conference call or a web-based meeting. This is estimated at \$1,500/meeting for a typical one hour meeting and preparation time based on the 2019 rates included in our contract amendment for additional CA services. Should additional trips be required or requested for meetings or presentations in person in Independence, an additional charge of \$750/person as outlined in our existing agreement with the City would be added.

Services will be billed monthly on the work completed the previous month. This scope would be an additional service to our existing agreement with the City for the renovation of the 1916 City Hall.

We look forward to working with you and assisting the City in the further development of the City Hall and Public Safety Building.



Sincerely,

A handwritten signature in black ink, appearing to read 'T. Andrew Pitts', with a long horizontal line extending to the left.

T. Andrew Pitts AIA, LEED AP bd+c
PRINCIPAL

apitts@treanorhl.com

☎ 785.766.5191

☎ 816.221.0900





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 11, 2020

Department Administration

Director Approval Kelly Passauer

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

SUMMARY RECOMMENDATION Staff recommends setting a special meeting date.

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

BUDGET IMPACT Trip charges from TreanorHL to travel and participate in the meeting.

SUGGESTED MOTION I move to schedule a special meeting on June 30, 2020 at 9 AM to discuss Phase II for 1916 City Hall and any other related discussion.

SUPPORTING DOCUMENTS N/A



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 11, 2020

Department Public Works

Director Approval *Mike Passauer*

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

SUMMARY RECOMMENDATION Approve project letting.

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

BUDGET IMPACT

Total Cost	\$375,773	Funding Source
KDOT	\$300,000	Project 63 U-2356-01, attached
City	\$ 75,773	Economic Development & Transportation Fund

SUGGESTED MOTION I move to authorize the Mayor to award the bid to Heckert Construction Company, Inc. in the amount of \$375,773.00 for the Mill and Overlay of US 75/160 near the Peter Pan intersection contingent on KDOT approval.

SUPPORTING DOCUMENTS Bid Tabs

Bid Tabulation

US 75/160 (Main Street)

75-63 U-2356-01

City of Independence, Kansas

Heckert Construction

\$ 375,773.00

Cornejo & Sons Const.

\$ _____

\$ _____

\$ _____

\$ _____

BID & BID SCHEDULE.....**00301**

PROPOSAL of _____

hereinafter referred to as BIDDER,

- * a corporation arranged under the laws of the State of Kansas
- * a partnership consisting of
- * an individual d/b/a

TO: The City of Independence, Kansas, referred to as OWNER,

In response to your Invitation to Bid and having carefully examined the drawings, specifications, related contract documents, all addenda thereto, the project site and conditions related thereto, the BIDDER hereby proposes to perform all work for **US-75/160 (Main Street) Surface Preservation Project 75-63 U-2356-01** in strict accordance with these Contract Documents, within the period(s) of time set out herein, and for the price(s), stated hereinafter.

By submission of this Bid, BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication, agreement, collusion, or understanding with any other Bidder submitting a Bid for this Project.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within fourteen (14) consecutive calendar days, after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, Insurance Certificates, and all other documents as required in these documents.

As bid security, BIDDER provides herewith, *Bid Bond, *Cashier's check, *Certified check, in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established. BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

BIDDER, in submitting this Bid, agrees to commence work under the Agreement on or before a date to be specified in the Notice to Proceed and to complete the Agreement within **45** consecutive calendar days, thereafter. BIDDER acknowledges understanding of terms for liquidated damages as provided by Section 15 of the General Conditions, and agrees to pay liquidated damages in the amount(s) and by the term(s) established in the Agreement, without condition or recourse.

BIDDER acknowledges receipt of the following ADDENDA:

<u>NO.</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____
_____	_____

BID SCHEDULE

Bid Prices shall be written in both word and numerals. In case of discrepancy, the bid price as written in words shall govern. Bidder understands and acknowledges in offering this Bid that the bid price in the Bid Schedule represents a summary price of all major items of construction required for the proposed work. Bidder further assures and acknowledges that each unit or lump sum bid price includes the cost of all adjacent, incidental, related, and companion items which are shown on the drawings, called for in the specifications, or otherwise necessary to provide a complete and functioning facility.

The OWNER reserves the right to increase, decrease, or delete from the Project quantities of work at the Unit Bid Price or Lump Sum Price in order to bring the total contract price to the budgeted project expenditures.

BID (PARTICIPATING)

<u>Item No.</u>	<u>Quantity</u>	<u>Units</u>	<u>Prices Written in Words</u>	<u>Unit Bid Cost</u>		<u>Total</u>	
				<u>Dollars</u>	<u>Cents</u>	<u>Dollars</u>	<u>Cents</u>
1-1	14930	SY	Milling (4") Complete and in Place <u>Five & 03/100</u> /SY	<u>\$ 5.03</u>		<u>\$ 75,097.90</u>	
1-2	1932	TON	HMA Base (SM-19A) (PG 70-28) (2") Complete & in Place <u>Eighty - five and 05/100</u> /TON	<u>\$ 85.05</u>		<u>\$ 164,316.60</u>	
1-3	966	TON	HMA Surface (SM-9.5A) (PG 70-28) (1") Complete & in Place <u>Eighty - seven & 05/100</u> /TON	<u>\$ 87.05</u>		<u>\$ 84,090.30</u>	
1-4	1506	LF	Pavement Marking (Multi-Component)(White)(6") Complete & in Place <u>No dollars & 70/100</u> /LF	<u>\$ 0.70</u>		<u>\$ 1,054.20</u>	
1-5	6290	LF	Pavement Marking (Multi-Component)(Yellow)(4") Complete & in Place <u>No dollars & 40/100</u> /LF	<u>\$ 0.40</u>		<u>\$ 2,516.00</u>	
1-6	241	LF	Pavement Marking (Intersection Grade)(White)(24") Complete & in Place <u>Eleven & no/100</u> /LF	<u>\$ 11.00</u>		<u>\$ 2,651.00</u>	
1-7	16	EA	Pavement Marking Symbol (Intersection Grade)(White)(Lt Arrow) Complete & in Place <u>One - hundred - seventy - five & no/100</u> /EA	<u>\$ 175.00</u>		<u>\$ 2,800.00</u>	

1-8	2	EA	Pavement Marking Symbol (Intersection Grade)(White)(Rt Arrow) Complete & in Place <u>One-</u> <u>hundred-seventy-five</u> /EA <u>and no/100</u>	<u>\$ 175.00</u>	<u>\$ 350.00</u>
1-9	1	LS	Mobilization Complete and in Place <u>Thirty-seven-thousand,</u> <u>seven-hundred-twenty</u> /LS <u>five and no/100</u>	<u>\$ 37,725.00</u>	<u>\$ 37,725.00</u>
1-10	1	LS	Traffic Control Complete and in Place <u>Five-thousand, one-</u> <u>hundred-seventy-two</u> /LS <u>& no/100</u>	<u>\$ 5,172.00</u>	<u>\$ 5,172.00</u>

**Total Bid Amount, US-75/160 (Main Street) Surface Preservation Project 75-63 U-2356-01,
Independence, Kansas**

Three-hundred-seventy-five-thousand, seven-hundred Dollars (\$ 375,773.00)
seventy-two dollars and no/100

Amounts are to be shown in both words and figures. In case of discrepancy, the amounts written in words will govern.

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of all major components of construction required; and is set forth to facilitate the comparison of bids; and to provide a basis for any future negotiations that may be necessary.

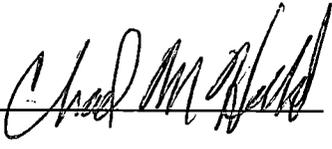
BIDDER further understands and acknowledges that the bids on the different items on the Bid Schedule must be balanced within reasonable limits.

REQUIRED CONTRACT PROVISIONS: The current versions of the following Required Contract Provisions (I-IV) require the Contractor to furnish information. The Contractor shall complete and submit with its proposal these provisions. The City of Independence will reject proposals that fail to contain completed Required Contract Provision I and may reject proposals that fail to contain completed Required Contract Provision IV.

- I. 08-10-66-R05(LPA) Certification-Noncollusion & History of Debarment
- IV. 01-01-11(LPA) Tax Clearance Certificate

CERTIFICATION:

I CERTIFY THAT I AM AUTHORIZED TO REPRESENT THE CONTRACTOR IN PREPARING AND PRESENTING THIS PROPOSAL. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING (INCLUDING BUT NOT LIMITED TO THE INFORMATION CONTAINED IN THE REQUIRED CONTRACT PROVISIONS REFERENCED ABOVE) IS TRUE AND CORRECT. EXECUTED ON June 4, 2020 (DATE).

ATTEST: 

Charles M. Heckert
By

President
Title

(SEAL)
(If Bid is a Corporation)

Respectfully submitted,

Heckert Construction Company, Inc.
Name of Contractor

746 E. 520th Ave.

Pittsburg, KS 66762
Address (Including Zip Code)

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Heckert Construction Company, Inc.
746 E. 520th Avenue
Pittsburgh, KS 66762

SURETY:

(Name, legal status and principal place of business)

National American Insurance Company
PO Box 9, Chandler
OK 74834

OWNER:

(Name, legal status and address)

City of Independence, Missouri
811 W. Laurel St.
Independence, MO 67301

BOND AMOUNT: Five percent (5%) of amount bid

PROJECT:

Mill and HMA Overlay

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

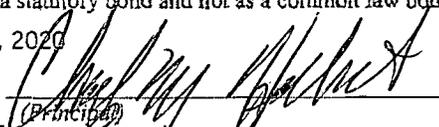
Signed and sealed this 4th day of June, 2020



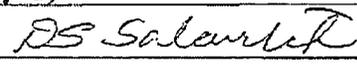
(Witness)



(Witness)



(Principal) *(Seal)*



(Surety) *(Seal)*
Attorney in fact, David S. Salavitch

(Title)



NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CBB0058220

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

David S. Salavitch, Luke P. Sealer, Robert L. Cox, II

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26th day of September, A.D. 2017, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor

Notary Public
My Commission Expires April 8, 2022
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 4th day of June, 2020



R. Patrick Gilmore

R. Patrick Gilmore, Secretary





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 11, 2020

Department Administration

Director Approval Kelly Passauer

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

SUMMARY RECOMMENDATION Authorize Mayor to sign the agreement with TranSystems for engineering services for a pavement restoration project on West Main from 8th to 10th.

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

At the November 14, 2019 meeting the Commission approved an agreement with KDOT for the GI portion which included pavement replacement, curb and gutter, sidewalk, and pavement markings on US-160 (West Main) from 200 feet east of US-75 (10th Street) to the 8th Street intersection at a total cost of \$1,384,234 with KDOT paying a maximum of \$1,000,000.

The Access Management grant for the sweeping right turn lane and the improvements on West Main starting at 10th and ending 200' east was not approved. However, the Commission determined to move forward with this portion of the project that was not funded by a KDOT grant with the modification that the sweeping right turn lane would not be included in the scope of work. It was discussed that the City portion of this project would be engineered and bid with the KDOT GI grant that was awarded. Combining the projects would result in an estimated KDOT share of \$1,000,000 and an estimated City share of \$764,234 for a total estimated combined project cost of \$1,764,234. This represents an increase in the City's share of \$380,000 (\$384,234 to \$764,234).

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

BUDGET IMPACT The maximum fee for design services included in the contract with TranSystems totals \$140,000 which will be funded from the Economic Development/Transportation Fund.

SUGGESTED MOTION I move to authorize the Mayor to sign the agreement with TranSystems for engineering services for a pavement restoration project on West Main from 8th to 10th.

SUPPORTING DOCUMENTS Contract – TranSystems

**AGREEMENT BETWEEN
CITY OF INDEPENDENCE, KANSAS
TRANSYSTEMS CORPORATION
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2020, by and between the City of Independence, Kansas (hereafter referred to as "CLIENT") and **TranSystems Corporation** (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to provide professional services on the following described project:

US-160 (Main Street): 10th Street to 8th Street Pavement Restoration

Whereas CLIENT desires to engage TRANSYSTEMS to provided and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

**SECTION 1
BASIC SERVICES OF TRANSYSTEMS**

Section 1.1 Basic Services. In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

Section 1.2 TRANSYSTEMS' Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

SECTION 2 ADDITIONAL SERVICES OF TRANSYSTEMS

Section 2.1. Additional Services. In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the

Project; (4) a modification of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

Section 3.1 Client Representative. Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information.

Section 3.3 Project Access. Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

Section 3.4 Client Participation. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by TRANSYSTEMS, obtain advice of an attorney, insurance counselor and other CONSULTANT as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TRANSYSTEMS.

Section 3.5 Notices. Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or other wise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.7 Licenses, Permits, etc. Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

Section 3.8 Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may be identified on Exhibit B, if any.

Section 3.9 Defects in Services. The CLIENT shall promptly report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS' services of which the CLIENT becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT's contractors or subcontractors to notify TRANSYSTEMS shall relieve TRANSYSTEMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Section 3.10 Taxes. Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.

Section 3.11 Contractor Insurance and Indemnity Requirements. The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, TRANSYSTEMS and its subconsultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and TRANSYSTEMS certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, TRANSYSTEMS and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

Section 3.12 Unauthorized Changes. In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS's prior written consent, the CLIENT shall assume full responsibility for the results of such changes. therefore the CLIENT agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS' construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

Section 3.13 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify TRANSYSTEMS of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of TRANSYSTEMS.

If the employment of such construction manager by the CLIENT results in additional time or expense to TRANSYSTEMS to prepare for, coordinate with or respond to the construction manager, TRANSYSTEMS shall be entitled to an equitable adjustment in fees and time for performance of these services.

Section 3.14 Costs. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS' obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

Section 4.2 Completion Date. A 6 (six) month period is estimated to be needed for the completion of the Basic Services. Such estimated date shall be the date on which it is estimated, but not guaranteed, that the Basic Services will be completed by TRANSYSTEMS. The estimated period shall begin on the date the contract is signed, and end with the delivery of the final product to the Owner. If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

Section 4.3 Timeliness of Performance. The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided

under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

4.3.1 Completion of Design: Completion of all plan development stages are required no later than the current project schedules due dates, exclusive of delays beyond the Consultants control.

4.3.2 Progress Reports: TRANSYSTEMS shall submit to the CLIENT, and the SECRETARY upon request, progress reports at monthly or mutually agreed intervals in conformity with the official project schedule.

Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CLIENT, TRANSYSTEMS or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS' schedule for performance of its services shall be equitably adjusted.

Section 4.5 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5 TRANSYSTEMS' COMPENSATION

Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by TRANSYSTEMS under Section 1, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

For design and bidding services, CLIENT shall pay TranSystems at the rates or in the amounts set forth in the TRANSYSTEMS Schedule of Rates and Expenses which is in effect. The maximum fee for the design services as described in Exhibit A shall be **\$140,000.00**.

Section 5.1.2 For Reimbursable Expenses in connection with Basic Services. In addition to payments provided for in paragraph 5.1.1, CLIENT shall pay TRANSYSTEMS for all "Reimbursable Expenses" incurred by TRANSYSTEMS in connection with the Basic Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect. For purposes of this Agreement, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates, CONSULTANTS, SUBCONSULTANTS and any other expense items which are described on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect.

Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

Section 5.2.2 For Reimbursable Expenses in connection with Additional Services. In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed

Section 5.3 TranSystems' Schedule of Rates and Expenses. TRANSYSTEMS' initial Schedule of Rates and Expenses for this project is attached hereto as Schedule 1. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31 of this year. TRANSYSTEMS will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to CLIENT in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Section 5.4 Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon the amount of time spent and costs and expenses incurred by TRANSYSTEMS during the period covered by each such statement. CLIENT shall make prompt monthly payments in response to TRANSYSTEMS' monthly statements.

Section 5.5 Other Provisions Concerning Payments.

Section 5.5.2 Payments after Termination by Client. In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due TRANSYSTEMS for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.3 Payments after Termination by TranSystems. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.4 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

Section 5.5.5 Cost Factors. Whenever a factor is applied to salary costs or other expenses in determining compensation payable to TRANSYSTEMS that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by TRANSYSTEMS and consistent with TRANSYSTEMS' overall compensation practices and procedures.

SECTION 6 OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TranSystems' opinion of probable construction cost.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and the CITY of INDEPENDENCE and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. TRANSYSTEMS will provide both paper copies and electronic copies of the final project to the CITY of INDEPENDENCE. TRANSYSTEMS will also maintain a GIS web portal that can be accessed by the CITY. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this

Agreement.

Section 7.3 Delivery of Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The CLIENT further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Section 7.4 Standard of Practice, Warranties. Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and TRANSYSTEMSs) pursuant to this Agreement.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any

control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance

Section 7.6.1 TranSystems Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of certification thereof:

- (a) Worker's Compensation and Employer's Liability
 Worker's Compensation Statutory
 Employer's Liability
 \$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
 \$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
 \$1,000,000 - per occurrence
 \$2,000,000 - annual aggregate
 \$2,000,000 - product / completed operations per occurrence
 \$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
 \$1,000,000 - per occurrence
 \$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

Section 7.7.3 Client Indemnification. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold TRANSYSTEMS harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement. The CLIENT is not obligated to indemnify TRANSYSTEMS in any manner whatsoever for TRANSYSTEMS' own negligence.

Section 7.7.4 Contractors Indemnification. CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT's contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

Section 7.7.5 Employee Claims. TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, its employees, agents or subcontractors).

Section 7.7.8 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.8 Protection From Supplanting Consultant. In consideration of the risks and rewards involved in this Project, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the CLIENT on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the CLIENT or any prior consultants of the CLIENT. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Section 7.9 Use of Logo. CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS's marketing materials such as press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to no special provisions

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A - Project Description and Basic Services
Schedule 1 - TRANSYSTEMS' Schedule of Rates and Expenses

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and TRANSYSTEMS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.4 Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Disputes. In the event a dispute arises between TRANSYSTEMS and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by TRANSYSTEMS, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each

party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Missouri and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in the Jackson County, Missouri, or the United States District Court for the Western District of Missouri.

It is intended by the parties to this Agreement that TRANSYSTEMS' services in connection with the Project shall not subject TRANSYSTEMS' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TRANSYSTEMS, an interstate corporation, and not against any of TRANSYSTEMS' individual employees, officers or directors.

Section 8.6 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.7 Representations and Remedies. TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

Section 8.8 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.9 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:
Ms. Kelly Passauer
Assistant City Manager
City of Independence

If to TRANSYSTEMS:

Mr. Shawn Turner
Principal
TranSystems
115 S. Sixth Street
Independence, Ks 67301

Attention:

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

Section 8.10 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Missouri.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

Section 8.11 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to

make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

Section 8.12 Conformity with State and Federal Requirements: The CLIENT shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Projects (BLP) project memorandums, the current KDOT Design Manual, Geotechnical Bridge Foundations Investigation Guidelines, Bureau of Designs road memorandums, the current version of the KDOT Standard Specification for State Road and Bridge Construction with Special Provision, and with any necessary Project Special Provisions required by the Secretary or by the City with the SECRETARY's concurrence, A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Official Policy, the KDOT Access Management Policy, the KDOT Access Management Construction Project Guidelines, and the latest version , as adopted by the SECRETEARY, of the Manual of Uniform Traffic Control Devises (MUTCD) , as applicable.

Because of the Secretary of Transportation of the State of Kansas' (SECRETARY) obligation to administer state funds, federal funds, or both, the SECRETARY shall be a third party beneficiary to this agreement between the CLIENT and TRANSYSTEMS. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the SECRETARY or the CLIENT or both incurred or will incur because TRANSYSTEMS failed to comply with its contract obligations under this Agreement or because of the Consultants negligent acts, errors or omissions. Nothing in this provision precludes the CLIENT from seeking recovery or settling any dispute with TRANSYSTEMS as long a such settlement does not restrict the SECRETARYS right to payment or reimbursement.

Section 8.13 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 2020.

City of Independence, Kansas

TranSystems

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____



**TranSystems Corporation
Schedule of Hourly Rates for 2020
Independence Office**

Classification	Rate	Classification	Rate
Administrative II	\$89.00	Planner I	\$91.00
Architect II	\$97.00	Planner II	\$93.00
Architect IV	\$236.00	Planner III	\$142.00
Construction Services I	\$60.00	Planner IV	\$253.00
Construction Services II	\$75.00	Surveyor I	\$58.00
Construction Services III	\$110.00	Surveyor II	\$78.00
Construction Services IV	\$165.00	Surveyor III	\$99.00
Construction Services V	\$225.00	Surveyor IV	\$113.00
Engineer I	\$93.00	Surveyor V	\$165.00
Engineer II	\$118.00	Scientist II	\$102.00
Engineer III	\$160.00	Technician I	\$80.00
Engineer IV	\$268.00	Technician II	\$84.00
Engineer V	\$361.00	Technician III	\$106.00
Civil Engineer I	\$88.00	Technician IV	\$115.00
Civil Engineer II	\$120.00	Technician V	\$162.00
Civil Engineer III	\$180.00		
Civil Engineer IV	\$225.00		
Civil Engineer V	\$300.00		
Electrical Engineer IV	\$226.00		
Structural Engineer II	\$137.00		
Structural Engineer III	\$186.00		
Structural Engineer IV	\$227.00		
Structural Engineer V	\$297.00		

- Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
- Vehicle mileage to be paid at the current IRS rate per mile.
- The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2020. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

EXHIBIT "A"
Scope of Services
US-160 (Main Street) Pavement Restoration
Independence, KS

PROJECT UNDERSTANDING

The general project improvements in Independence, Kansas include full depth reconstruction of US-160 (Main Street) from just east of 10th Street to approximately 100 feet east of 8th Street. The improvements for the roadway shall include construction of full depth concrete paving including curb and gutter, storm sewer, sidewalk, concrete driveways, water line improvements, and pavement marking and signing.

FINAL DELIVERABLES

The City will be provided one full size (22" x 36") electronic PDF copy and one half size (11"x17") black line set of final plans and the Engineer's Probable Construction Cost. Project Specific Special Provisions will be written and submitted by TranSystems.

PROJECT TASKS

The project will be conducted in five (5) phases, which are listed below with a brief description for each phase.

Phase 100 - Conceptual Design	Survey, Geologic Investigation, & Concept Development
Phase 200 - Field Check Plans	Development & Project Analysis
Phase 300 - Office Check Plans	Further Refinement of Project & Detail Development
Phase 400 - Final Check/PS&E	Final Review/Estimating of Plans
Phase 500 - Final Plans	Completion of Plans

PHASE 100 – CONCEPTUAL DESIGN

Task 100 Conceptual Design

- 101. Conceptual Designs – Based on the design criteria, existing plan documents and the conceptual plan report, TranSystems will prepare up to two (2) conceptual drawings of the corridor and potential impacts.
- 102. Prepare a preliminary opinion of probable construction costs for the proposed work including:
 - a. Roadway construction
 - b. Right-of-way impacts will be identified but no estimate of right of way costs will be included

Task 200 Survey/Base map

- 201. Control- Establish and supplement Horizontal Control throughout the project limits on Kansas State Plane Coordinate System, NAD83 (latest adjustment), South Zone. All control shall be scaled to ground distance based on a C.A.F. (Combined Adjustment Factor) established at or near the center of the project and shall be completed in U.S. survey feet.
 - 1. Reference ties and control sketches shall be completed on all control points and section corners along project. Estimation of eight (4) horizontal Control Points will be established for future project use. Establish and supplement Vertical Control throughout the project limits on NAVD 88 with Geoid 12B Datum. Set a minimum of three (3) benchmarks along project limits with tied references to their locations. At least one (1) Vertical benchmark shall be located just outside the project limits so it is not eliminated during construction.
- 202. Topographical Survey- Provide field survey necessary for preparation of roadway plans. Project survey limits are shown on **Figure A** and generally described below:
 - 1. 150 foot width along the centerline of US-160 (Main Street) from the 10th Street centerline to approximately 250' east of 8th Street unless building fronts are encountered where shots shall be taken along the building fronts and sides as needed.

2. Approximately 200 feet along side street intersections from the centerline of US-160 (Main Street). This includes 150' along the 9th Street corridor and 100 feet along the 8th Street corridor. If building faces are encountered shots along the building faces and sides shall be taken as needed.
203. Survey limits will also include additional widths at intersections, drainage structures (both ends whether within general survey limits or not), driveways and side streets. Survey will include locating, but not limited to the following features within the project limits as described (pavements, driveways, building faces, steps (size and elevations), walls, wall drainage holes, utilities, ditch bottoms, ditch flowlines, ditch tie-ins to existing ground, drainage structures with measure rim down for flow line elevations and size, roof drain location and size, natural ground elevations, all trees/bushes noted with size and type, landscaping, curbing, power poles, signs, fences, railroad features, etc.)
 204. Utilities- All utilities will be located using the Kansas "One Call" system. The resulting markings will be surveyed at the same time as the topographic survey. No physical locates of any underground utilities will be completed as a part of the survey. **Utilities shown in CAD file deliverable will include utility company.** Collect a rim shot and "rimdown" elevation to the flow line of any surveyed gravity storm or sanitary sewer lines that are within the survey limits and any upstream or downstream manholes/inlets that may be out of the survey area.
 205. Existing storm sewers and channels- Existing storm sewers, storm inlets, channels and reinforced box culverts will be located and flow lines surveyed (*both ends whether located within general survey limits or not*). Structure sizes need to be field verified measurements and include hand sketches for RCB's or bridges and not based on GIS data.
 206. Base Map Development- The raw field survey, topographic features and utility data gathered will be used to develop the base map of the planimetric features along with the ground surface model to create contours for the project. The base map will be a plan view representation of the project with contours presented at 1-foot minor and 5-foot major intervals. Base maps will be prepared in a format consistent with the Kansas Department of Transportation (KDOT). The maps will be prepared in English units and at a scale of 1:20. Survey will be provided to TranSystems in CAD (.dwg, .dgn, .xml, and/or .tin) formats to be uploaded in MicroStation, with layer names and block symbols and text per TranSystem preferences. The standard KDOT drawing symbols will be used to mark the physical features they represent.
 207. Point File - A separate file of all surveyed points and attributes will be created and supplied in both a CAD and text file.
 208. Property Research- Obtain necessary property research items such as, but not limited to, parcel tax maps, printouts of ownership, utility maps, plats, road records and road plans. Make a reasonable effort (using a metal detector, existing property pin or section corner information) to find existing property corners, quarter section corners and section corners (estimated 4 quarter/section corners) along the project and outside of project if necessary to assist in establishing existing right of way and ownership base map. Field survey will be tied to nearest section corners and quarter section corners. Existing roadway alignment pins (if available) will be used to help establish right of way.
 1. Should the corner not exist, costs for the re-establishment of the corner are not included in the contract, however, if the City desires corner re-establishment, TranSystems may enter into a supplemental agreement to reestablish missing section and/or quarter corners. Prepare an ownership boundary and existing right of way strip map along the project alignment showing but not limited to section lines, property lines, existing easements and ownership. A list of all the properties impacted by the project in excel format including the key number acquisition, property owner, quarter section or plat name, and property street address shall be prepared.

209. Obtain title reports for **22 properties** as directed by TranSystems and provide copies of same. Obtain copies of all easements and encumbrances and existing survey data along the project.
210. Property Descriptions - Surveying company will write legal descriptions and prepare exhibits for approximately **9 parcels** of land. These may be temporary and/or permanent easements. Dimensions of said construction easements and right-of-way shall be provided by TranSystems. Exhibits and legal descriptions and must be stamped by a licensed surveyor in the State of Kansas. Legal descriptions shall be provided in a .doc (word) file.
211. Proposed Right of Way Staking - Staking of proposed right of way or easements for property acquisitions or utility relocations will be completed one (1) time for up to 22 parcels along the project.
212. Surveyor shall obtain any permits or notifications required to work near the railroad tracks and railroad property.
213. The City will provide rights-of-entry for survey and/or geotechnical work on private property.

Task 300 Geologic Investigation

301. Existing Subsurface Condition Investigation – The existing pavement will be cored in up to three (3) locations to determine the thickness of the existing pavement. The proposed pavement roadway section will be based on recommendation from the City and KDOT, no pavement design will be completed as part of the project.

PHASE 200 - FIELD CHECK PLANS

Task 100 Plans and Estimates

101. TranSystems will develop the design geometry for the project using the base mapping obtained in the Field Surveys portion of this agreement and in accordance with due consideration for comments received from the meeting with the agencies. The TIN model created in the Field Surveys task will also be used during this phase to develop the vertical alignment information. This data, supplemented by City/County GIS, available LIDAR data, USGS mapping and existing As-Built Plans, will be used by TranSystems to define the existing drainage basins and size appropriate drainage structures per KDOT criteria, spread widths will be based on City of Wichita/Sedgwick County criteria.
102. Field Check plans will be prepared and submitted in accordance with KDOT policies and practice, and will be approximately 50% complete. The following sheets are anticipated to be included in this submittal.
 - Title Sheet
 - Typical Sections/General Notes
 - Plan/Profile Sheets
 - Miscellaneous Details
 - Storm Drainage
 - Intersection Control (Signal or Roundabout from Concept Study)
 - Traffic Signal Changes
 - Street Lighting
 - Traffic Control/ Construction Sequencing (General discussion and overview)
 - Waterline Improvements
 - Cross Sections of Pavement Surfacing and Grading (maximum nominal spacing of 50 ft., plus additional sections as needed at transition points, critical point, etc. to facilitate design and accuracy of earthwork quantities.)
103. TranSystems will submit one set of half size plans (11"x17") to the City on bond paper for review and one set of full size plans (22"x36") in electronic PDF format to KDOT and the City.

Task 200 Waterline

201. TranSystems will develop water line replacement plans for the existing water lines within the project limits as determined by the City.
202. Pothole of existing waterlines and utilities is not included in this scope and will be conducted by the City. TranSystems will provide the City with pothole locations.
203. Specifications will be developed by TranSystems for review and approval by the City. Sealed waterline plans and specifications will be submitted to KDHE for review and approval during the Final Check phase.

Task 300 Communications

301. TranSystems will attend one (1) Field Check meeting to review the plans and Field Check comments with KDOT and the City. This task also includes preparation of meeting minutes.

Task 400 Utility Coordination

401. Utility Check -TranSystems will prepare colored utility check set plans in PDF format to verify with the utility owners within the project limits for verification of accuracy following the Field Check Phase. TranSystems will attend a utility coordination meeting following the Field Check Phase. TranSystems will be responsible for locating all existing utilities located using the Kansas "One Call" system Utilities located within the corridor but not marked by Kansas One Call will be shown in their approximate locations on the plans by information provided by the utility owners.

PHASE 300 - OFFICE CHECK PLANS

Task 100 Plans and Estimates

101. Plans Preparation-Once the Field Check Plans are approved, Office Check plans will incorporate the comments received at the Field Check Meeting and will further develop the plans. Office Check plans will be prepared and submitted in accordance with KDOT policies and practice. These plans will be approximately 90% complete plans, which will include the following items:

- Title Sheet
- Typical Sections/General Notes
- Roadway Plan and Profile Sheets
- KDOT Standard Details
- Miscellaneous Details
- Standard Details
- Curb and Gutter
- Driveway Entrances
- Erosion Control Plans – KDOT typical BMP sheets
- Signing and Pavement Marking
- Storm Sewer Profiles
- Summary of Quantities
- Traffic Control/Construction Phasing
- Waterline Improvements
- Cross Sections (Driveways will be shown in the cross sections)

TranSystems will submit one set of half size plans (11"x17") to the City on bond paper for review and one set of full size plans (22"x36") in electronic PDF format to KDOT and the City.

102. Special Provisions – Prepare Special Provisions to supplement the KDOT standard construction specifications as needed.

103. QA/QC-Perform quality assurance/quality control reviews of the designs and drawings.

Task 200 R/W, Construction Easements and Drainage Easements

201. Property Descriptions - Surveying Company will write legal descriptions and prepare exhibits for approximately 9 parcels of land. These may be temporary and/or permanent easements. Dimensions of said construction easements and right-of-way shall be provided by TranSystems. Exhibits and legal descriptions will be stamped by a licensed surveyor in the State of Kansas. Legal descriptions shall be provided in a .doc (word) file.

202. The City of Independence will be responsible for acquiring all permanent right of way, temporary construction easements, and permanent drainage easements to accommodate the letting schedule and completing KDOT Form 1306 - Right of Way Clearance.

Task 300 Utility Coordination

301. Utility Check - TranSystems will prepare colored utility check set plans to verify with the utility owners within the project limits for verification of accuracy as well as discuss schedule for the utility owner to relocate their facility following the Office Check Phase. TranSystems will prepare the KDOT Form 1304 – Utility Relocation Release.

Task 400 Permitting

401. Permitting – TranSystems will handle all environmental clearances associated with the project. TranSystems will prepare the following permit applications as is standard at the time of this contract, those permit applications include the following:

- The Kansas Department of Health & Environment Notice of Intent (NOI) - Projects that disturb greater than 1 acre require that Notice of Intent be filed with the Kansas Department of Health and Environment for a Construction Storm Water Discharge Permit under the National Pollutant Discharge Elimination System. TranSystems will prepare the NOI. The application fee of \$60 and is an annual fee will be paid for directly by the City of Independence.
- KDOT Forms:
 1. 1304 – Status of Utilities
 2. 1307 – List of Permits & Status
- Kansas Department of Health and Environment (KDHE) Waterline Permit – TranSystems will submit plans and specifications to KDHE for review and approval.

402. The City of Independence will submit prepared permits and pay any associated fees directly

PHASE 400 - FINAL CHECK/PS&E PLANS

Task 100 Plans and Estimates

101. Plans Preparation-Once the Office Check Plans are approved, Final Check plans will be prepared and submitted in accordance with KDOT policies and practice. These plans will be approximately 99% complete plans, which will include all of the items in Office Check comments.

PHASE 500 - FINAL PLANS

Task 100 Plans and Estimates

101. Plans Preparation-Once the PS&E Plans are approved, Final plans will be sealed and submitted in accordance with KDOT policies and practice. This should complete the plan production portion of the contract.

Assumptions

- KDOT will advertise and bid the roadway project;
- KDOT Construction Specifications will be used as the governing specifications for the project and will be supplemented by Special Provisions as required;
- No potholing for locating utilities is included;
- No pavement design is included in the scope;
- No aesthetics including special lighting, graphics, form liner, artwork or landscaping are included in the plans;
- No improvements to the Main Street and 10th Street signal are included;
- The City of Independence will acquire all properties and/or easements needed for the project as defined by the legal descriptions and tract maps outlined herein. The City will be responsible for inserting the legal descriptions onto the appropriate acquisition forms prepared by the City. The City will prepare KDOT Form 1306;
- Property acquisition services are available upon request, but are not included in this agreement. A separate agreement will be negotiated if these services are desired;
- No floodplain or floodway delineation will be shown on the plans or surveyed in the field;
- No contaminated soils are anticipated with this project, however, if contaminated soil is discovered at a later date any mitigation design or activities needed are not included in this scope and a separate agreement with the City will be negotiated if these services are desired;
- No public meeting is included as part of the scope;
- Assumption is that section corners and quarter section corners are in place and of record;
- English units will be used for this project;
- The scope of work does not include waters of the U.S. mitigation (likely not required);
- Floodplain development permit or FEMA flood map revisions are not included in this contract;
- Microstation V8i or later will be used for all of the CAD file creation to prepare the plans noted herein;
- The selected Contractor may request final reference files from TranSystems and enter into a separate agreement with TranSystems regarding the use of the electronic data;
- Construction Inspection is available upon request, but is not included in this agreement. A separate agreement will be negotiated if these services are desired.

It is anticipated that the City will provide the following:

- Provide potholing of public utilities as needed to verify depths, locations, and conflict areas;
- Review and comment on project concept, alignment, and design details;
- Attend project meetings with KDOT;
- Provide notices and space for public or individual meetings with adjacent property owners;
- Submit prepared permits and the associated fees;
- Directly pay any fees required for permits, advertising, or other required documents;
- Acquire all right-of-way and complete KDOT Form 1306 - Right of Way Clearance with certified representatives in accordance with the ROWCP requirements stated in BLP Memo 16-06;
- Provide rights-of-entry & site access for survey or geotechnical work, including private property.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 11, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider an ordinance authorizing a parcel split in Block 1 of Dossville Addition Due to Flood Plain Restrictions.

SUMMARY RECOMMENDATION City staff recommends adopting the ordinance.

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

BUDGET IMPACT \$1,800 has already been paid for the boundary & topographic survey, which also included the new legal addresses of the proposed two new parcels. This did not include any filing fees that may be assessed by Montgomery County or any required publication fees.

SUGGESTED MOTION I move to adopt an ordinance authorizing a parcel split in Block 1 of Dossville Addition Due to Flood Plain Restrictions.

SUPPORTING DOCUMENTS

1. Ordinance prepared by the City Attorney
2. April 23, 2020 RCA
 - a. Aerial with flood plain overlay
 - b. Boundary & topographic survey
 - c. Proposed legal descriptions

ORDINANCE NO. 4328

**An Ordinance Authorizing a Parcel Split in
Block 1 of Dossville Addition Due to Flood Plain Restrictions**

Whereas, the City of Independence, Kansas, a municipal corporation, is fee simple title owner of certain real estate situated in Montgomery County, Kansas, located in Lots 4 through 8 and Lots 12 through 16, Block 1, Dossville Addition, to the City of Independence, Kansas, consisting of approximately 1.465 acres, more or less.

And Whereas, a portion of this city-owned property lies within the flood plain which causes certain restrictive rules and regulations to be applicable to such portion limiting its future use.

And Whereas, in order for the remainder of the property not located in the flood plain to be available for future use and to not be subject to restrictive rules and regulations applicable to the flood plain, it is desirable for the governing body to approve a “parcel split” dividing the overall parcel into two parcels, one within the flood plain and one outside the flood plain.

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

Section 1. Portions of Lots 4 through 8 and Lots 12 through 16, Block 1, Dossville Addition, to the City of Independence, Kansas, are hereby split into two parcels pursuant to a survey conducted by Cornerstone Regional Surveying, LLC, copy attached hereto and incorporated herein by reference, dividing the parcel into two parcels as described below:

PARCEL 1

A tract of land located in a portion of Block 1, Dossville Addition, City of Independence, Montgomery County, Kansas more particularly described as follows: Commencing at the NE corner of Lot 12, said Block 1; thence S 01°51'34" E along the East line of said Block 1 a distance of 75.00 feet to the point of beginning; thence S 01°51'34" E along said East line a distance of 175.00 feet to the SE corner of said Block 1; thence S 88°44'28" W along the

South line of said Block 1 a distance of 131.13 to the SE corner of Lot 8, said Block 1; thence S 88°36'09" W along the South line of said Lot 8 a distance of 128.56 feet to the SW corner of said Block 1; thence N 01°53'17" W along the West line of said Block 1 a distance of 174.86 feet; thence N 88°06'43" E a distance of 15.00 feet; thence N 01°53'17" W a distance of 75.08 feet to the North line of Lot 4, said Block 1; thence N 88°41'36" E along the North line of said Lot 4 a distance of 60.00 feet; thence S 44°30'30" E a distance of 102.88 feet; thence N 88°41'36" E a distance of 115.12 feet to the point of beginning, containing 1.207 acres (located outside of flood plain).

PARCEL 2

A tract of land located in a portion of Block 1, Dossville Addition, City of Independence, Montgomery County, Kansas more particularly described as follows: Beginning at the NE corner of Lot 12, said Block 1; thence S 01°51'34" E along the East line of said Block 1 a distance of 75.00 feet; thence S 88°41'36" W a distance of 115.12 feet; thence N 44°30'30" W a distance of 102.88 feet to the North line of said Block 1; thence N 88°41'36" E along said North line a distance of 184.82 feet to the point of beginning, containing 0.258 acres (located within the flood plain).

Section 2. This Ordinance shall take effect upon its publication in the official City newspaper.

Adopted by the Governing Body of the City of Independence, Kansas, on the 11th day of June, 2020.

LEONHARD CAFLISCH, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
April 23, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider a parcel split for City owned property located north of West Maple Street, west of Auction Street and east of South 22nd Street.

SUMMARY RECOMMENDATION City staff recommends authorizing the parcel split.

BACKGROUND On January 23, 2020 the Commission authorized a letter of intent to participate in the Community Rating System (CRS) so that Independence residents would qualify for discounted flood insurance premiums. The CRS program includes enforcement of the floodplain ordinance, which requirements are triggered by encroachment of the floodplain on any parcel of land.

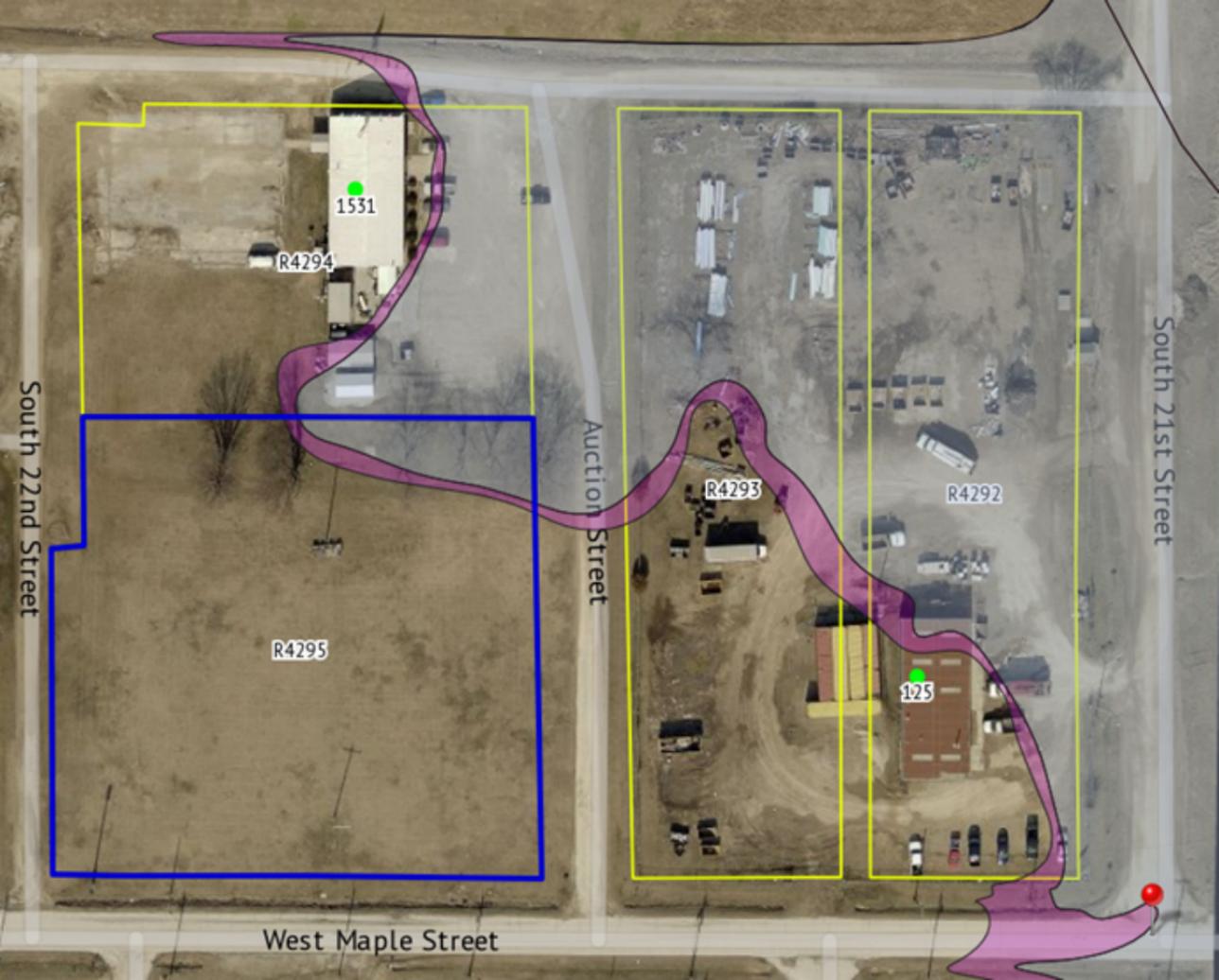
The City currently owns a 1.47 acre tract located directly west of the sanitation yard that is encroached in the northeast corner by the floodzone. In order to not restrict development of the majority of the parcel due to this encroachment of the floodzone, City staff requested a boundary & topographic survey which included a proposed parcel split which was prepared by Cornerstone Surveying. Cornerstone Surveying also provided new legal descriptions for splitting the parcel into two sections, a .258 acre section that is encroached upon by the floodplain, and a 1.207 acre section that is not encroached upon by the floodplain. Once the Commission approves the parcel split, it will be filed with the County.

BUDGET IMPACT The budget impact was \$1,800 for the boundary & topographic survey, which also included the new legal addresses of the proposed two new parcels. This does not include any filing fees that may be assessed by Montgomery County.

SUGGESTED MOTION I move that the parcel split as prepared by Cornerstone Surveying for City owned property located north of West Maple Street, west of Auction Street and east of South 22nd Street be filed with Montgomery County.

SUPPORTING DOCUMENTS

1. Aerial with floodplain overlay
2. Boundary & topographic survey
3. Proposed legal descriptions



South 22nd Street

Auction Street

South 21st Street

West Maple Street

1531

R4294

R4295

R4293

R4292

125

BOUNDARY DESCRIPTION

Written by William A. Booe, LS 1046, April 8, 2020

PARCEL 1

A tract of land located in a portion of Block 1, Dossville Addition, City of Independence, Montgomery County, Kansas more particularly described as follows: Commencing at the NE corner of Lot 12, said Block 1; thence S 01°51'34" E along the East line of said Block 1 a distance of 75.00 feet to the point of beginning; thence S 01°51'34" E along said East line a distance of 175.00 feet to the SE corner of said Block 1; thence S 88°44'28" W along the South line of said Block 1 a distance of 131.13 to the SE corner of Lot 8, said Block 1; thence S 88°36'09" W along the South line of said Lot 8 a distance of 128.56 feet to the SW corner of said Block 1; thence N 01°53'17" W along the West line of said Block 1 a distance of 174.86 feet; thence N 88°06'43" E a distance of 15.00 feet; thence N 01°53'17" W a distance of 75.08 feet to the North line of Lot 4, said Block 1; thence N 88°41'36" E along the North line of said Lot 4 a distance of 60.00 feet; thence S 44°30'30" E a distance of 102.88 feet; thence N 88°41'36" E a distance of 115.12 feet to the point of beginning, containing 1.207 acres.

Written by William A. Booe, LS 1046, April 8, 2020

PARCEL 2

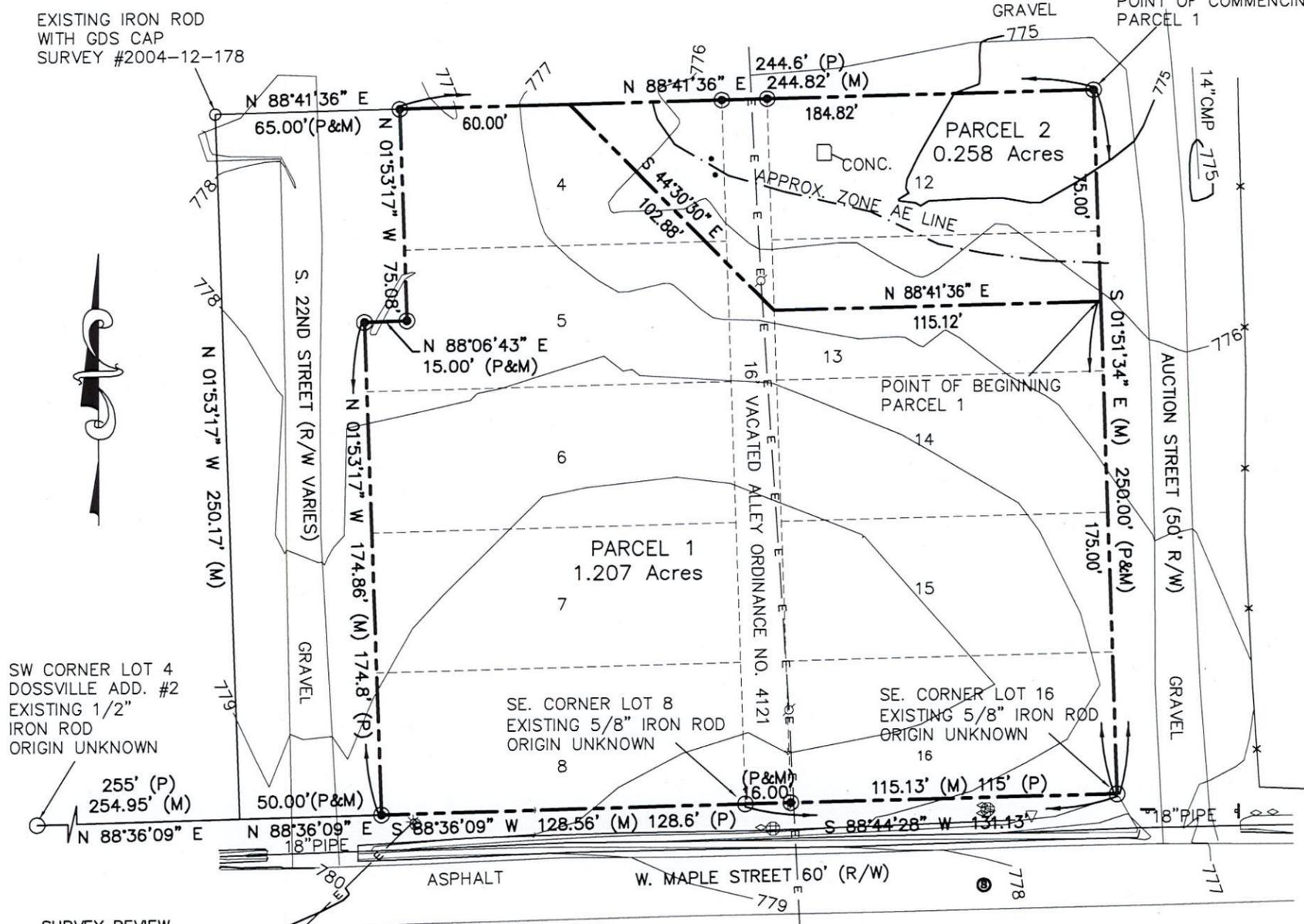
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LEGEND

- Existing Iron Rod
Origin Unknown (unless noted)
- Set 1/2"x24" Iron Rod/Cap
(unless otherwise noted)
- Boundary Line
- x- Fence line
- (M) Measured Dimension
- (P) Plat Dimension
- R/W Right of Way
- ⊕ Telephone Manhole
- ◇ Fiber Optic Marker
- ▽ Gas Line Marker
- ⊥ Sign
- ⊗ Power Pole
- ⊙ Electric Meter
- ⊛ Siren Pole
- ⊕ Guy Wire
- ⊙ Sewer Manhole
- Brace Post

NE CORNER LOT 12
DOSSVILLE ADD.
SET 1/2" IRON ROD/CAP
POINT OF BEGINNING
PARCEL 2
POINT OF COMMENCING
PARCEL 1

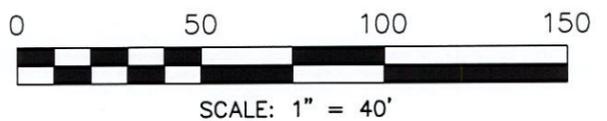
EXISTING IRON ROD
WITH GDS CAP
SURVEY #2004-12-178



SW CORNER LOT 4
DOSSVILLE ADD. #2
EXISTING 1/2"
IRON ROD
ORIGIN UNKNOWN

SURVEY REVIEW

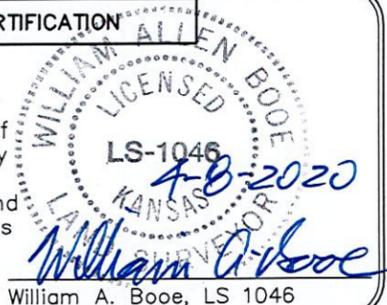
This survey has been reviewed and approved for filing, pursuant to K.S.A. 58-2005 for content only and is in compliance with this Act. No other warranties are extended or implied.



James D. Schmitz, PLS No. 727

SURVEYOR'S CERTIFICATION

I, William A. Booe, a duly licensed Land Surveyor in the State of Kansas, do hereby certify that this plat was prepared from the notes of an actual on the ground field survey done by me or under my direct supervision on February 28, 2020 and that the information shown hereon is true and correct and meets or exceeds current Kansas Minimum Standards for Boundary Surveys.



William A. Booe, LS 1046

SURVEYOR'S NOTES

1. The bearings shown hereon are based upon the Kansas State Plane Coordinate System, South Zone.
2. This survey does not reflect any easements, rights-of-way, or other instruments of record which may encumber this property per agreement with client.
3. Not all of underground, above ground utilities, nor improvements were located or shown on this survey.
4. All distances are measured unless otherwise noted.
5. Vertical Datum: NGS Monument HE0843, in SW/4 Sec. 18, T32S, R16E. In city cemetery. NAVD88 Adjusted Elev: 830.24

CORNERSTONE
Regional Surveying, LLC
Serving Kansas, Missouri & Oklahoma
1921 North Penn, Independence, KS 67301 Ph:620-331-6767

DRAWN BY: DLB	DATE: 3-2-2020	JOB NO. 1-2002053-K
CHECKED BY: WAB	REVISION DATE: 4-8-2020	REF. JOB NO. N/A
PREPARED FOR: CITY OF INDEPENDENCE		

**BOUNDARY & TOPOGRAPHIC SURVEY of
LOTS 4-18 & 12-16, BLOCK 1
DOSSVILLE ADDITION TO INDEPENDENCE
MONTGOMERY COUNTY, KANSAS**

Written by William A. Booe, LS 1046, April 8, 2020

PARCEL 1

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Written by William A. Booe, LS 1046, April 8, 2020

PARCEL 2

A tract of land located in a portion of Block 1, Dossville Addition, City of Independence, Montgomery County, Kansas more particularly described as follows: Beginning at the NE corner of Lot 12, said Block 1; thence S 01°51'34" E along the East line of said Block 1 a distance of 75.00 feet; thence S 88°41'36" W a distance of 115.12 feet; thence N 44°30'30" W a distance of 102.88 feet to the North line of said Block 1; thence N 88°41'36" E along said North line a distance of 184.82 feet to the point of beginning, containing 0.258 acres.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 11, 2020

Department Finance

Director Approval Lacey Lies

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

SUMMARY RECOMMENDATION City staff recommends authorizing the Mayor to sign Grant Agreement No. 20-CV-033.

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

BUDGET IMPACT The City has no matching share for this \$167,000 grant. The grant is intended to be used for economic development and micro grants as well as food programs grants as shown below:

Project Description	Project Costs
Economic Development/Micro	\$132,000
Food Programs	\$35,000
Total	\$167,000

SUGGESTED MOTION I move to authorize the Mayor to sign Grant Agreement No. 20-CV-033 and any related documents and for City Staff to administer the grant program, working in conjunction with MCAC and the Economic Development Advisory Board.

SUPPORTING DOCUMENTS

1. Grant Approval Letter
2. Grant Agreement No. 20-CV-033

Department of Commerce
Business and Community Development
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354



Phone: (785) 296-5298
Fax: (785) 296-3490
TTY: 711
KansasCommerce.gov

David C. Toland, Secretary

Laura Kelly, Governor

June 4, 2020

The Honorable Leonhard Caflisch
Mayor, City of Independence
811 W. Laurel Street
Independence, KS 67301-3201

Re: Grant No. 20-CV-033

Dear Mayor Caflisch:

Congratulations on being selected to receive a 2020 Small Cities Community Development Block Grant, CDBG-CV grant, in the amount of \$167,000, which will fund your community's CARES Act project(s).

Attached is your environmental clearance for your meals program, unless the Determination of Level of Review needs corrected. Until Commerce has approved the recipient's request for release of funds and environmental certification for economic development funds, neither the recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, may commit HUD assistance to the project or a project activity.

You are reminded that, should a contract not be made with the state, any cost incurred toward the project would be borne by the recipient.

Contracting between the City/County and the State must occur within 30 days of the award date of June 2, 2020. The contract beginning date of this award is June 15, 2020. All CDBG-CV funds must be expended within one year of the contract start date of June 15, 2020. Failure to meet this deadline may result in withdrawal of this grant.

The Department looks forward to assisting you in the implementation of the project. If you have any questions on the contracting process or are in need of technical assistance, please contact Dustin Gale of the CDBG staff at (785) 296-4100.

Sincerely,

A handwritten signature in blue ink that reads "Kayla Savage".

Kayla Savage
Community Development Director

KS:LH:cav
Enclosure: Contracts

Department of Commerce
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612



Phone: (785) 296-3481
Fax: (785) 296-5055
KansasCommerce.gov

David Toland, Secretary

Laura Kelly, Governor

June 2, 2020

The Honorable Leonhard Caflisch
Mayor, City of Independence
811 W. Laurel St
Independence, KS 67301-3201

RE: Grant No. 20-CV-033

Dear Mayor Caflisch:

On behalf of Governor Laura Kelly and the state of Kansas, I am pleased to award the City of Independence a Community Development Block Grant-CV of \$167,000 through the Kansas Small Cities Community Development Block Grant Coronavirus Supplement program, administered by the Kansas Department of Commerce Community Development Division.

A member of the Department of Commerce team will be contacting you to outline the necessary steps for completing the grant agreement between the City and the state of Kansas. This award is contingent upon successful completion of these steps.

The Community Development Block Grant program has been successful in meeting community needs for more than 30 years. This round includes approximately \$9 million in funding made possible through the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Congratulations on developing a fine project that will help your community recover and rebuild.

Sincerely,

A handwritten signature in black ink that reads "David C. Toland". The signature is written in a cursive style.

David Toland
Secretary of Commerce

STATE OF KANSAS
GRANT AGREEMENT NO. **20-CV-033**
between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and the

City of Independence

I. Grant Agreement

A. This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, and its representative, hereinafter called "Department" and the **City of Independence**, Kansas, hereinafter called the "Grantee." This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee's APPROVED PROJECT APPLICATION (incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department's files) and the GRANTEE HANDBOOK (which is incorporated by reference as Attachment D).

II. Authority

A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.

B. Funding for this Agreement was made available through the Coronavirus Aid, Relief and Economic Security Act (CARES Act)(Public Law 116-136) for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants).

C. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Coronavirus Response Program.

D. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.

E. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on **JUNE 15, 2020**, hereinafter called the "Commencement Date," and shall be complete on **JUNE 15, 2021**, hereinafter called the "Completion Date," except those activities required for close-out and final audit.

V. Compensation

A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$167,000** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.

B. In addition, the Grantee shall provide **\$0** in other sources of funds to this Community Development Coronavirus Response Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.

C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$167,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.
- E. In the event any portion of any funds required to be provided by the Grantee pursuant to subsection (B) of paragraph V. are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee pursuant to subsection (A) of paragraph V.
- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the State and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. Obligations of Grantee

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.
- E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.

VIII. Environmental Review Compliance

- A. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the State under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- B. The Grantee agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Grantee shall not allow any subrecipient to assume the grantee's Environmental Review responsibilities.

IX. Program Costs

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's Procedures (2 CFR Part 200). Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

- C. The total “Small Cities CDBG-CV Funds” expended for “Administration” shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this contract.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Department has issued the “Notice of Release of Funds.”
- E. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during this period shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

X. Requisition of Grant Funds

- A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than twice a month or in amounts less than \$3,000 and in no cases more than \$200,000.
- B. The Grantee shall establish procedures to ensure that any amounts of cash in excess of the limits set forth in (A) above shall be expended within three (3) days of receipt of the funds in the depository account.
- C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- D. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

XI. Depositories for Program Funds

- A. The Grantee shall maintain a separate record for money received under the Community Development Coronavirus Response Program. Into this fund shall be deposited:
 - 1. Moneys received from the Department.
 - 2. Program income earned through program activities.
- B. Any interest earned, prior to disbursement, on advances of grant funds shall be remitted to the State for subsequent return to the United States Treasury.

XII. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Coronavirus Response Program.
- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the Community Development Coronavirus Response Program;
 - 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
 - 3. Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form specified by the Department;
 - 6. Compliance with the Department's audit requirements (2 CFR Part 200); and
 - 7. Consistency with generally accepted accounting principles as specified by the Kansas Department of Administration, unless a waiver of GAAP has been received by the Grantee from the Kansas Director of Accounts and Reports.

XIII. Monitoring and Reporting

- A. The Grantee shall monitor the activities of the Community Development Coronavirus Response Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit progress and financial reports to the Department in accordance with the schedule set forth in the SPECIAL CONDITIONS. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Program Report with the close-out no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

XIV. Procurement Procedures

- A. The Grantee shall use established procurement procedures which reflect applicable State and local laws and regulations and the Department's Procedures for the establishment of procurement systems.
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

XV. Bonding Requirements

- A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. Federal grantor agencies are not permitted to impose requirements beyond those listed below. The government-wide grants management common rule, "Uniform Administrative Requirements for Grants to State and Local Governments," contains bonding requirements only for circumstances when a grantee contracts for construction or facility improvement (including alteration and renovation) and the bids and contracts exceed \$25,000. The following types of bonds are required in the "Procurement" section of the common rule:

- A 100 percent “performance bond” on the part of the contractor to secure fulfillment of all the contractor’s obligations under the contract; and
- A 100 percent “payment bond” on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.

- B. The Department reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XVI. Program Income

- A. Program Income, as defined in the Final Statement, means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department.
- B. All Program Income from a project funded by this Agreement may be retained by the Grantee (unless specified as a Special Condition to this agreement) and shall be added to funds committed to the support of the program established by this Agreement or for such eligible program activities as may be authorized by the Department. This income shall be disbursed to the maximum extent feasible prior to requisitioning additional funds under this agreement.

XVII. Program Close-out Procedures

- A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.
- B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.
- C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee’s files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.
- D. The Department retains the right to recover any appropriate amount of unobligated program funds.
- E. The Grantee shall account for any property acquired with grant funds or received from the federal or state government in accordance with the Department’s property management procedures.

XVIII. Termination for Convenience

- A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

XIX. Suspension or Termination-for-Cause

- A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice following procedures pursuant to Final Statement may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

XX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Kansas CDBG Handbook, which are based on 2 CFR Part 200.
 - 1. If the local government expends \$750,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with 2 CFR Part 200. An audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
 - 2. If the local government expends less than \$750,000 in a fiscal year, it will be the option of the Department of Commerce to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
 - 3. Grantee's will be required to submit the "audit information form" to the Department of Commerce each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed as a result of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

XXI. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of this Agreement and the receipt of assistance under the Community Development Coronavirus Response Program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year Grantee was awarded from has been closed out by HUD.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

XXII. Conflict of Interest

- A. In the procurement of supplies, equipment, construction and services by Grantees and subgrantees, the conflict of interest provisions of the Kansas Department of Commerce as provided at 2 CFR Part 200 shall apply.
- B. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated, in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ any employee of the Department.

XXIII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all of the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended) and the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing.

XXIV. Waiver of Enforcement

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all of the provisions herein.

XXV. Reversion of Assets

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. Any real property under the Grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Grantee fail to utilize said property for its intended purpose, the Grantee shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

XXVI. Budget Amendments and Other Changes

- A. During the implementation of the grant project, the Grantee may revise the CDBG activities amounts in the CONTRACT PROJECT BUDGET FORM; provided that:
 - 1. The cumulative effect of the revision is to not make line item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less.
 - 2. The change does not increase any professional services of the CDBG approved budget;
 - 3. The change will not significantly change the scope, location or objectives of the approved activities; and
 - 4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.

C. The Grantee shall notify the Department if, through the use of other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.

D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted in duplicate, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.

E. **I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.**

Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

Dated by the Department of Commerce this _____ day of _____, 20 _____.

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
CDBG Program
Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

City of Independence Kansas
(Grantee)

By: _____
(Name) (Title)

(SEAL)

ATTEST: _____
(For the Grantee)

SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **JUNE 2, 2020**.
2. As provided in Section XIII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.
3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **JUNE 15, 2021** except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.
4. As provided in Section XIII., Monitoring and Reporting, C., the Grantee shall submit a Final Program Report to the Department on or before **SEPTEMBER 14, 2021**.
5. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Grant Agreement without first having secured the express written approval of HUD.
6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$750,000 or more of total federal funds from all sources must have an annual audit.
7. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
8. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 11, 2020

Department Park & Zoo

Director Approval Barb Beurkens

AGENDA ITEM Consider authorizing a FORPAZ Fun Day on July 11, 2020.

SUMMARY RECOMMENDATION Approve request

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

BUDGET IMPACT N/A

SUGGESTED MOTION I move to approve the request for a FORPAZ Fun Day on July 11th.

Central Business District Commercial Building Grant

Fund 06 Economic Development

Date	Address	Owner	Amount
			\$ 100,000.00
8/4/2017	208 North Penn	Chris Moore	\$ (1,314.00)
11/15/2017	103 West Main	Tony Vowell	\$ (500.00)
1/3/2018	123 East Main	Great Plains	\$ (2,400.00)
4/23/2018	213 East Main	Midwest Pregnancy	\$ (2,645.45)
7/8/2019	223 West Main	Steve Morrison	<u>\$ (45,101.41)</u>
		Available Balance	\$ 48,039.14
5/4/2020	109 North Penn	Greg Webster	<u>\$ (13,365.00)</u> Estimated Grant Funds
		Estimated Balance	\$ 34,674.14

CITY OF INDEPENDENCE, KANSAS

CENTRAL BUSINESS DISTRICT COMMERCIAL BUILDING GRANT

This grant program established by the City of Independence, Kansas is for the purpose of promoting the public health, safety, and general welfare of the residents of the City of Independence with regard to commercial properties in the Central Business District by providing grant funds to owners for the rehabilitation and preservation of the structural integrity of the Central Business District's Commercial buildings.

The City of Independence, Kansas will provide 25% of the total approved project costs with the property owner providing the balance of the scope of work completed.

APPLICANT INFORMATION:

Building Address: _____

Building Owner: _____

Owner Address: _____

Owner Phone Number: _____ Cell: _____

Email: _____

1) NAME OF ARCHITECT/ CONTRACTOR: _____

FIRM: _____

ADDRESS: _____

PHONE NUMBER: _____

Email: _____

Please provide a detailed description of the scope of work to be completed under the CBDCEBG Program. Please attach any professional drawings provided by architect, engineer, or contractor.

Total estimated budget for project: _____

Total estimated budget for eligible grant funds: _____

Project start date: _____

Anticipated completion date: _____

Detailed Breakdown of Estimated Project Expenses/including non-eligible work

Expense	Grant funds	Bank loans	Other
\$	\$	\$	\$
Total:			

Attachments:

- Photo of existing building front, sides and back.
- Architectural drawings or project plans.
- Construction cost estimates.

Applicant

Signature: _____ Date: _____

Grant funds are disbursed on a reimbursement basis, 50% eligible upon completion of 50% of the work with the balance payable upon completion and passed inspection of the project.

**CENTRAL BUSINESS DISTRICT COMMERCIAL BUILDING GRANT
(CBDCBG)
GENERAL GUIDELINES**

1. Eligible properties must be located within the designated Central Business District.
2. Applicant must provide proof of ownership.
3. Applicant must provide proof of taxes being current.
4. Applicant will be responsible for maintaining sufficient insurance coverage for property damage and personal injury liability relating to the CBDCBG open grant period with proof provided.
5. No more than one application open at a time.
6. Grant funds are for non-residential use only.
7. Grant funds will pay for 25% of total project costs on approved expenses. Grant will only match costs, supported by receipts and invoices. (No sweat equity for matching).
8. All applications must be approved in writing by the Central Business District Commercial Building Grant Committee.
9. All plans must be approved in writing by the Independence Historical Preservation and Resource Commission (IHPRC).
10. All building codes, ordinances and other applicable regulations for the Central Business District must be met.
11. Eligible items to be covered by the grant funds limited to the following:
 - a. Structural
 - i. Footings and foundations.
 - ii. Flooring or flooring support (not floor coverings).
 - iii. Load bearing or structurally necessary walls, partition, or other vertical supports.
 - iv. Ceiling structure support, roofs and/or ceiling-roof supports or other horizontal structures.
 - b. Exterior
 - i. Exterior Doors.
 - ii. Exterior Windows.
 - iii. Roofs.
 - iv. Tuck pointing.
12. Scope and timeline of work must be presented to the CBDCBG Committee within 90 days of written notification of application approval.
13. All work must be completed within 12 months from official applicant project start date. (Which is 180 days after written notification of application approval).
14. Inspections required every 30 days or any other benchmark required by the City of Independence, Kansas Building Inspector or their appointed representative. If warranted the Building Inspector, which is the enforcement officer, shall have the right to enter upon at least a 24 hour notice. Unless entrance is deemed an emergency and the Building Inspector may enter immediately.
15. Grant compliance period is 3 years, with grant funds being forgiven on a monthly basis. 1/36 of the grant funds will be forgiven each month.

16. Applicant shall be responsible for all safety conditions and compliance with all federal, state, and local laws.
17. All applicable building permits related to the project must be acquired.
18. Work completed prior to final application approval is ineligible for funding.
19. Any changes made to the original design presented to the CBDCBG and the IHPRC Committee must be approved or changes may not be paid by grant.
20. The applicant or their architects, contractors, and others will not seek to hold the City of Independence, Kansas or their agents, employees, officers, and/or Commissioners liable for any property damage, personal injury, or other loss related in any way to the CBDCBG Program.
21. Applicant agrees to maintain the property and improvements, including, but not limited to promptly removing graffiti, sweeping and shoveling in front of the property.
22. Applicant authorizes the City of Independence, Kansas to promote an approved project during and after construction and using photographs and descriptions of the project in materials and press releases.
23. Applicant understands that the City of Independence, Kansas reserves the right to make changes in the conditions of the CBDCBG Program as warranted.

Signature of Applicant: _____ **Date:** _____

INDEPENDENCE USD #446 RECREATION COMMISSION

Monthly Meeting May 20, 2020

Ash Youth Center

1501 N. 10th

MEMBERS PRESENT:

Christy Mavers
Ron Goins
Tony Turner
Tony Holmes
Joe Cooley

OTHERS PRESENT:

Brent Julian
Lori Bromley
Nick McBride
Jim Butts

Christy Mavers opened the teleconference commission meeting at 11:31 a.m.

ROUTINE

Agenda

Tony Turner moved to approve the agenda as printed. Joe Cooley seconded. Motion carried 5-0.

Minutes

Ron Goins moved to approve the board minutes from the April 15, 2020 board meeting. Tony Turner seconded. Motion carried 5-0.

Bills

Tony Holmes moved to approve the May 2020 bills and checks for payment in the amount of \$26,211.97 as well as the bills and employee benefits paid since the last board meeting in the amount of \$17,552.91. Joe Cooley seconded. Motion carried 5-0.

Treasurer's Report

Christy Mavers presented the treasurers report during Galen Palmer's absence. Christy reported the following bank balances as of April 30, 2020: First Oak Bank – Checking: \$79,814.57; First Oak Bank – Petty Cash: \$500.00; and Equity Bank – Savings: \$246,353.89. Ron Goins moved to approve the treasurer's report as presented. Tony Turner seconded. Motion carried 5-0.

BUSINESS/FINANCE

Park St. Fields

Brent reported to the board that he received a bid from Iron Works on the new stairway for Sinclair field press box and that it should be installed this summer. Brent also stated that there is a lot of electrical work still needing to be done on the Sports Complex on Park St., including an electrical platform built

above flood level. Brent stated that Jaycee and Bi-centennial fields are playable with lights; however Clarke James and Sinclair fields are not. Brent stated he has approached the city for help but they are still waiting to hear about FEMA assistance at this time. Brent stated that the city received a bid from Blankinship Electric in the amount of \$49,000 to do the entire project; however Brent wants to reach out to Travis Blankinship and get a bid solely for Sinclair field and feels it can be done for approximately \$7,500. Christy Mavers stated that she is concerned if IRC cannot do some of the night games needed for the summer season and feels the city should be willing to help since it is their fields. Brent agreed but stated his hands are tied at this point. Christy asked about where the city is on the ADA issues and Brent stated they have flattened the gravel areas on Park St recently. Christy recommended Brent go ahead with the bid from Blankinship on Sinclair field lighting and in the meantime speak to Lacy Lies with the city regarding ways to fund the rest of the electrical issues on Park St in the future.

Ash Center Updates

Brent stated that BSN Sports has not opened back up yet so the retractable basketball goals for the Ash Center are still on hold but he has been in contact with the salesperson, Alex at BSN, and they will get things scheduled for installation as soon as possible. Brent informed the board that the new tile floors in the Ash Center are complete and will be waxed as soon as feasible, as it is best to wait 4-6 weeks before waxing.

Re-Opening Plans

Brent informed the commission that because the governor changed the re-opening phases once again that as of May 22nd rules will allow for up to 15 participants to gather and will then go to 45 for mass gatherings as of June 1st. Brent stated that IRC will go ahead and start registrations for baseball, softball, tennis and swim lessons. Brent informed the board members that they plan to open the city pool on June 22nd as well as start the baseball/softball games that week. Brent stated tennis session dates will begin June 8th and July 6th, swim lesson dates will be July 6th and July 20th. Brent stated that IRC may not be able to offer swim team this summer due to lack of competition from the other SEK communities that normally participate, but are not able to this year due to the pandemic. Brent stated that he will meet with instructor, Kathy Clapp, about moving forward and possibly offering practice only. Ron Goins stated he thought baseball and softball could begin prior to June 22nd and it would be nice to offer the kids an activity sooner rather than later. Christy agreed but stated that IRC still needs to consider social distancing and the governor's guidelines. Brent stated that for every parent that is ready for the season to begin just as many are concerned and would rather wait. Brent stated that IRC is definitely getting things going with registrations, drafts, schedules etc... and needs time to get things organized such as the equipment, team shirt orders, coaches selected etc... but will be ready to go by June 22nd. Christy informed Brent that she wanted the information out to the public as soon as possible and to go ahead with a press release today.

Ron Goins left the teleconference.

RBFAC Updates

Brent stated that he has met with city officials and they plan to open the pool Riverside Beach Family Aquatic Center by June 22nd per Governor Kelly's re-opening phase IV plans. Brent stated that there is a lot of clean-up to begin and they will start that phase at the aquatic center on May 26th. Brent stated his main concern is staff, especially training new lifeguards on such short notice. Brent stated he will get a

hold of Rob Adolf from Pittsburg's YMCA to see if he can schedule a lifeguard certification course at the Ash Center.

Executive Session

There was no need for an Executive Session

Items from the Commission

Christy Mavers * The board members agreed to extend Ash Center memberships an extra two months due to the shut-down caused by the pandemic, especially to those who request it. Christy also recommended putting up hand sanitizer stations at the pool like was done at the Ash Center in March and to take all necessary cleaning precautions.

Agreement for Action on Items from the Commission

No agreement for action on items.

Adjournment

Tony Turner moved to adjourn the meeting. Tony Holmes seconded. Motion carried 4-0. Christy Mavers adjourned the meeting at 12:15 p.m.

Respectfully Submitted,

Tony Turner
Secretary

Independence Public Library Board of Trustees Minutes

Wednesday, March 18, 2020

- I. **Call the Meeting to Order:** The regular meeting of the library board was called to order by Chairman Carolyn Torrance at 5:15 p.m.
Trustees attending: Michelle Anderson, Tom Richardson, Tom Sewell, Jana Shaver and Carolyn Torrance. **Absent:** Megan House and James Reed.
Also attending: Library Director Jeri Hopkins.
Adoption of Agenda-Richardson moved and Sewell seconded the motion to approve the agenda as printed. Motion carried.
 1. Approval of Minutes-Minutes of the February 19, 2020 meeting were approved as presented.
- II. **Consent Agenda:** The consent agenda was adopted as presented. Total expenses for bills and payroll through the month of February were \$140,233.69.
- III. **Old Business:** 1. KTech Security Expense-Hopkins explained that extra work was necessary to complete Open Access. Sewell moved and Richardson seconded the motion to approve check #24928 in the amount of \$14,308.40. Motion carried.
- IV. **New Business:**
 1. 2021 Budget-Hopkins presented the budget for 2021. It includes a 3% salary increase for all employees and restores salary, materials and programming to previous levels. Sewell questioned the grant outlay line of \$43,500. Hopkins said that is an estimate. Health insurance costs were discussed. Torrance asked when the telephone system will be updated. Hopkins reported that the system is being improved at present at a cost of only \$12 more a month. Anderson moved and Richardson seconded the motion to approve the 2021 budget. Motion carried.
 2. Pandemic Preparedness-Hopkins reported the America Library Association recommends closing following CDC Guidelines. Anderson moved and Richardson seconded a motion to close until Hopkins decides it is safe to open again. Employees will continue to be paid. The library Facebook page will be used to supply information. Hoopla availability will be extended.
- V. **Staff Reports:** 1. Director's Report: *Hopkins explained **what staff members will be doing from home during the closure** *A candidate has been interviewed for **Betsy's position.** ***Open Access** usage increased 14% in February. *The front desk collected approximately **\$16,000 in donations for Open Access.** ***E-Rate funds** are paying for part of the new network switches. *The second round of **Libraries Build Business grant application** has been completed. IPS applied for just over \$69,000 which would furnish a state-of-the-art small business center. ***Internet is available** from outside the library.
- VI. **Upcoming Advocacy Events: None**
- VII. **Comments from the Board:** Torrance thanked Hopkins on her hard work and creativity during this difficult time and thanked her..
- VIII. **Adjournment:** Meeting adjourned at 6:30 p.m. The next regular meeting will be Wednesday, April 15 at 5:15 p.m.

Jana Shaver, Secretary

Date of Approval: _____

Independence Public Library Board of Trustees Minutes

Wednesday, April 15, 2020

- I. **Call the Meeting to Order:** The regular meeting of the library board was called to order by Chairman Carolyn Torrance at 5:16 p.m. The meeting was held remotely. **Trustees participating:** Michelle Anderson, James Reed, Tom Richardson, Tom Sewell, Jana Shaver and Carolyn Torrance. **Absent:** Megan House.
Also attending: Library Director Jeri Hopkins and John Long.
Adoption of Agenda-Richardson moved and Anderson seconded the motion to approve the agenda as printed. Motion carried.
 1. Approval of Minutes-Minutes of the March 18 meeting were approved as corrected.
- II. **Consent Agenda:** The consent agenda was adopted as presented. Total expenses for bills and payroll through the month of March were \$48,257.30.
- III. **Old Business:** 1. Budget: USD 446 denied the library request to increase the mil levy by 1/4 mil. A revise 2021 budget reducing the salary increase from 3% to 2 was presented. Sewell moved to approve the revised budget. Reed seconded. Motion carried.
- IV. **New Business:** Torrance reminded board members to turn in their evaluations on the director's performance within the next week. She also announced that Megan House has resigned and a new board member who resides outside the city limits and inside the USD 446 district is needed.
- V. **Staff Reports:** 1. Director's Report: *Hopkins reported that the library is doing research for the Community Task Force. Bill Gour is now writing book reviews for the Independence Daily Reporter. Brandon West will be attending a grant meeting. The staff is doing well during the shut-down.
- VI. **Comments from the Board:** Torrance complimented Hopkins on progress during this difficult time. She thanked the staff and said she cannot believe what they have done, her hard work and creativity during this difficult time and thanked her.
- VII. **Adjournment:** Meeting adjourned at 5:44 p.m. The next regular meeting will be held remotely on Wednesday, May 20 at 5:15 p.m. The same codes will be used for board members calling in.

Jana Shaver, Secretary

Date of Approval: _____

Independence Public Library Board of Trustees Minutes
Wednesday, May 20, 2020

- I. **Call the Meeting to Order: The regular meeting of the library board was called Order by Chairman Carolyn Torrance at 5:15p.m.**
Trustees attending: Michelle Anderson, James Reed, Tom Richardson, Tom Sewell, Jana Shaver, and Carolyn Torrance. **Absent:** none.
Also attending: Library Director Jeri Hopkins and Assistant Director John Long.
 - a. **Adoption of Agenda:** Richardson moved and Sewell seconded a motion to Approve the agenda as printed. Motion carried.
 - b. **Approval of Minutes:** Minutes of the April 15 meeting were approved.
- II. **Consent Agenda:** The consent agenda was adopted as presented. Total expenses for bills for the month of April were \$57,663.18.
- III. **Old Business:**
Budget: Hopkins presented the budget for 2021. Richardson moved to approve. Anderson seconded. Motion carried.
- IV. **New Business:**
 - a. Vacancy on the board. Names were discussed. Richardson suggested Greta Gilstrap. He will talk to her.
 - b. Telework Policy: Hopkins presented a new policy for full time employees wanting to work from home. Sewell moved to approve. Richardson seconded. Motion carried.
 - c. Policy Review: Hopkins reported that she has completed the annual Policy review. There were only a few cosmetic changes. Some policies were actually procedures and were moved to procedures manual. Richardson moved to approve policies as revised. Sewell seconded. Motion carried.
- V. **Staff reports:** Hopkins reported that the building inspector approved the remodel. The audit was completed remotely. Curbside service began today. 50 patrons participated. She has been participating on the City CoVid19 TaskForce. Hopkins also reported on what staff has been doing from home. She requested extending the Memorial holiday through Tuesday for staff. Board approved. The Holocaust Exhibit has been postponed until 2022. Open Access will be opened again on June 15. She will be getting estimates for remodeling the circulation desk to provide virus protection for employees.
- VI. **Executive session: Richardson moved to go into executive session for 10 Minutes to discuss non-elected personnel. Sewell seconded. Motion carried. Meeting resumed after 10 minutes.**
- VII. **Adjournment: meeting adjourned at 6:08 p.m. The next regular meeting is scheduled for Wednesday, June 17 at 5:15 p.m.**

Jana Shaver, Secretary

Date of approval:

Economic Development Advisory Board Meeting Minutes

March 3, 2020

I. Call to order

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

II. Roll call

The following members were present:

Chair Chuck Goad (4-0)
Vice-Chair Wayne Stephany (4-0)
Secretary Tony Royse (4-0)
Lori Kelley (4-0)
Jason Curtis (4-0)
Paul Yaroslaski (3-1)
Lisa Wilson (Ex-Officio)
Tabatha Snodgrass (Ex-Officio)
Trisha Purdon (Ex-Officio) By Phone

The following members were absent:

Jim Correll (2-2)

The following staff were present:

Assistant City Manager Kelly Passauer
Safety Director David Cowan
Finance Director Lacey Lies

The following visitors were present:

John Risner

III. Approval of minutes from last meeting

A motion was made by Vice-Chair Wayne Stephany to approve the minutes from the February 4, 2020 meeting, which was seconded by Secretary Tony Royse. The motion passed unanimously.

IV. Items for Discussion

- a) Approval of the development prospect form

Jason said that David was ok with the form. It was discussed for it to be posted on the Montgomery County Action Council and the City's website with a Revision Date and changing the name to "Project Initiation Form"

A motion was made by Lori Kelley to approve the form and add a revision date, which was seconded by Secretary Tony Royse. The motion passed unanimously.

b) Business Incentive Policy

Chair Chuck Goad said the Commission wants to have a worksession to review the Business Incentive Policy with the committee. Tony commented on the City's website already having items listed on Economic Development. In Section 2.2.a. add "Hire or retain...". Section 3.1 should be "five (5). 4.1 change to "Project Initiation Form". Chuck will add a paragraph talking about the role of the Economic Development Advisory Board. The application will be added to the Chamber and Main Street websites in 4.1. Appendix B will be renamed to "Project Initiation Form"

Assistant City Manager Kelly Passauer suggested doing some samples with different types of businesses. Wayne suggested running it through the Subcommittee first before meeting with the Commission. Paul, Wayne, and Chuck will run through the examples before meeting with the Commission on April 7th.

c) Discussion of Cost Benefit Analysis.

Lacey stated that the Committee should take it to the Commission for buy-in as it is a basis for this policy. We should ask for permission when this policy is presented to the Commission. Tony stated that we have a procurement policy, it is \$1,000 bucks, staff should go ahead and do it. The Economic Development Advisory Board's consensus was for staff to move forward and Lacey indicated she would do that.

d) Open issue/summary of discussion

V. Reports

a) Montgomery County Action Council

Trisha Purdon stated that the Calendar of Events for Recruitment is in Las Vegas May 13th and the Annual Retail Conference and Site Collectors Guild are sites for Independence to focus on. Chuck feels that Main Street, the Independence Chamber of Commerce and Montgomery County Action Council should determine what needs and gaps are for recruitment. He further stated he is concerned about putting the cart in front of the horse. Trisha reviewed the reports available on the MCAC website.

b) Other

Chuck reviewed the approval of the Commission for the Brewery Incentive. Lacey said they signed the paperwork today, and already received a check and ordered the equipment.

VI. Adjournment

A motion was made by Tony Royse, seconded by Jason Curtis. Motion carried.

Minutes approved by:

Charles W Goad

Charles W Goad (Jun 8, 2020 09:09 CDT)

Chuck Goad, Chair

Tony Royse

Tony Royse (Jun 5, 2020 20:38 CDT)

Tony Royse, Secretary