

AGENDA

Independence City Commission

August 27, 2020

Civic Center Memorial Hall 5:30 PM

To participate by conference call:

1 785-289-4727 Conference ID: 592 706 042#

The Independence City Commission will meet in a regular session on Thursday, August 27, 2020, in the Civic Center of the Memorial Hall, commencing at 5:30 p.m.

I. REGULAR SESSION

- A. Call To Order
- B. Pledge Of Allegiance To The United States Of America
- C. Adoption Of Agenda

II. APPOINTMENTS

- A. Housing Authority – One Resignation – Unexpired Term Ends April 11, 2023 – Applications Due By 5 PM, September 4, 2020
- B. Library Board – One Resignation – Unexpired Term Ends May 1, 2022 – Applications Due By 5 PM, September 18, 2020

III. PUBLIC HEARINGS

- A. Public Hearing For A CDBG Grant For Sewer System Improvements.

Documents:

[RCA CDBG PUBLIC HEARING.PDF](#)

B. Public Hearing To Consider Condemnation Of The Following Structures As Dangerous And Unsafe:

1. 201 E. Main Street
2. 704 W. Main Street
3. 800 E. Edison Street
4. 816 E. Magnolia Street
5. 909 W. Chestnut Street
6. 912 W. Laurel Street
7. 1020 W. Myrtle Street
8. 1117 W. Main Street
9. 1214 W. Main Street
10. 2009 1/2 N. Penn Avenue

Documents:

[RCA -PUBLIC HEARING - STRUCTURES.PDF](#)

IV. CONSENT AGENDA

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

A. Appropriations

1. A-1869
2. D-2007
3. P-1842
4. P-1843

Documents:

[ORDINANCE NO A. 1869.PDF](#)
[ORDINANCE NO. D - 2007.PDF](#)
[ORDINANCE NO P-1842.PDF](#)
[ORDINANCE NO P-1843.PDF](#)

B. Consider Minutes Of The May 5, 11, 14, And 20 Meetings.

Documents:

[MAY 5 2020 SPECIAL MEETING MINUTES.PDF](#)
[MAY 11 2020 SPECIAL MEETING MINUTES.PDF](#)
[MAY 14 2020 MINUTES.PDF](#)
[MAY 20 2020 SPECIAL MEETING MINUTES.PDF](#)

C. Consider Administration Agreement With

Southeast Kansas Regional Planning Commission For The CDBG Sewer Grant.

Documents:

[RCA CDBG SEWER ADMINISTRATION AGREEMENT.PDF](#)

D. Consider An Engineering Agreement With TranSystems For The Following Work Included In The CDBG Grant For Sewer System Improvements:

1. Lakeview Liftstation
2. Basin V, Phase II

Documents:

[RCA CDBG ENGINEERING AGREEMENT.PDF](#)

E. Consider Initiating A Public Hearing Before The Planning Commission To Consider A Text Amendment Removing Building Inspection Responsibilities From The Zoning Code.

Documents:

[RCA - ZONING AMENDMENT.PDF](#)

V. ITEMS FOR COMMISSION ACTION

A. Consider Change Orders 8, 9 And 10 Regarding The 1916 City Hall Project.

Documents:

[RCA -- 1916 CITY HALL CHANGE ORDERS - 08272020.PDF](#)

B. Consider Items Relating To Reconstructing The South Apron Runup Area:

1. Consider bids received and awarding contract.
2. Consider Supplemental Agreement No. 1 with H.W. Lochner.
3. Consider authorizing submitting a KAIP emergency grant application to cover bid costs exceeding the engineer's estimate and original grant award.

Documents:

- C. Consider Setting A Special Commission Meeting To Discuss The Police Department's Response To The Chamber Of Commerce's Subcommittee, The Diversity Task Force (DTF), Policing Subcommittee Concerns Regarding Police Reforms.**

Documents:

[RCA SPECIAL COMMISSION MEETING REQUEST DTF.PDF](#)

- D. Consider Scheduling A Special Commission Meeting For Security Training And To Develop A Security Response Plan For City Commission Meetings.**

Documents:

[RCA SPECIAL COMMISSION MEETING REQUEST ALICE TRAINING.PDF](#)

- E. Consider Adopting An Ordinance Levying A Special Assessment For The Purpose Of Paying The Cost And Expense Of Condemnation And Demolition On Condemned Properties.**

Documents:

[RCA NUISANCE TAX - DEMOLITIONS.PDF](#)

- F. Consider An Engineering Agreement With TranSystems For ADA Overlays.**

Documents:

[RCA -STREET OVERLAY ADA ENGINEERING AGREEMENT 08272020.PDF](#)

- G. Consider Adopting A Resolution Establishing A Business Incentive Policy As Recommended By The Economic Development Advisory Board.**

Documents:

[RCA - EDAB BUSINESS INCENTIVE POLICY.PDF](#)

VI. DISCUSSION

- A. Discuss Special Use Sales Tax.**
- B. Discuss Programming For City Facilities.**
- C. Discuss Electrical Issues At The South Park Blvd Sports Complex.**
- D. Discuss Actions Recommended By The FAA As Part Of The Independence Gun Club Lease Approvals.**

VII. REPORTS

- A. 1916 City Hall Project Update.**
- B. 2020 Census Update.**
- C. Update From Utilities Director On Westminster Sanitary Sewer.**
- D. Update On Spark Funding.**
- E. City Board Minutes**

1. July 13, 2020 Electrical Board Meeting.

Documents:

[ELECTRICAL BOARD MEETING - JULY 13, 2020.PDF](#)

F. Updates From The Police Department:

1. Kansas Criminal Justice Information System (KCJIS) Audit of the Independence Police Department.
2. 911 Expense Audit.
3. Kansas Incident Based Reporting System (KIBRS) Compliance.
4. KBI Crime Index.
5. Police Community Chest Funding.

VIII. CITY MANAGER'S COMMENTS

IX. COMMISSIONERS' COMMENTS

X. PUBLIC CONCERNS

XI. EXECUTIVE SESSION

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

City Manager Applications.

XII. ADJOURNMENT



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 27, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Public hearing for a CDBG grant for sewer system improvements.

SUMMARY RECOMMENDATION City staff recommends approval.

BACKGROUND The City has been working with Susan Galemore of Southeast Kansas Regional Planning Commission and Shawn Turner, TranSystems to apply for a CDBG grant in the category of Water/Sewer projects. The scope of work included in the grant proposal includes sanitary sewer improvements in Basin 5 and replacement of Lakeview Lift Station. The grant application is due September 25, 2020.

BUDGET IMPACT The CDBG grant application total will be \$1,400,000, with \$700,000 funded by the grant and \$700,000 funded by the City. If the grant is awarded, the City's match will be funded from a KDHE loan in addition to some additional sanitary sewer projects including Wald Lift Station and I/I Abatement.

SUGGESTED MOTION I move to authorize the City to submit an application for a CDBG grant for sewer system improvements.

SUPPORTING DOCUMENTS Public Hearing Notice

**PUBLIC HEARING NOTICE
APPLICATION FOR CDBG FUNDS
SEWER SYSTEM IMPROVEMENTS
CITY OF INDEPENDENCE**

The City of Independence will hold a public hearing on Thursday, August 27, 2020, at 5:30 p.m. in the Civic Center, Memorial Hall, 410 N. Penn Ave, Independence, Kansas, for the purpose of considering an application to be submitted on behalf of the City of Independence to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds. The specific project application to be discussed is for sewer system improvements in an area generally bounded by the city limits of Independence. The project will entail the following improvements: approximately, 6600 LF of sanitary sewer pipe lining, 5600 LF of sanitary sewer pipe reaming, replacing 23 manholes, lining 29 manholes, improving 134 service connections, and replacement of Lakeview Lift Station.

The estimated project cost is \$1,400,000 with a maximum grant request of \$700,000. Other project proposals introduced at the hearing will be considered. Oral and written comments will be recorded and become a part of the City's CDBG Citizen Participation Plan.

Reasonable accommodations will be made available to persons with disabilities. Requests should be submitted to City Hall at 620-332-2500 before Wednesday, August 26, 2020.



REQUEST FOR COMMISSION ACTION

CITY OF INDEPENDENCE

August 27, 2020

Department Safety & Code Enforcement

Director Approval David Cowan

AGENDA ITEM Public hearing to consider condemnation of the following structures as dangerous and unsafe:

1. 201 E. Main Street
2. 704 W. Main Street
3. 800 E. Edison Street
4. 816 E. Magnolia Street
5. 909 W. Chestnut Street
6. 912 W. Laurel Street
7. 1020 W. Myrtle Street
8. 1117 W. Main Street
9. 1214 W. Main Street
10. 2009 ½ N. Penn Ave

SUMMARY RECOMMENDATION City staff recommends the following for each Public Hearing:

1. 201 E. Main Street
 - a. City Staff has been unable to contact the owner of the building. Staff recommends condemnation as dangerous and unsafe
2. 704 W. Main Street
 - a. City Staff met with the owner 6-weeks ago and requested a time-line of repairs for the structure. No time-line has been received. Staff recommends condemnation as dangerous and unsafe.
3. 800 E. Edison Street
 - a. City Staff was contacted by the family and they have requested we adjourn the meeting for 90 days so they can submit a timeline of repairs and begin. Staff recommends adjourning the public hearing for 90-days.
4. 816 E. Magnolia Street
 - a. Shawn Whitley has informed staff of his intentions to demolish the structure and clear the lot. He has informed staff he plans on attending the meeting to discuss the amount of time he will be allowed to complete the demolition. Staff recommends condemnation as dangerous and unsafe.
5. 909 W. Chestnut
 - a. City Staff has not heard from the owner of this structure. Staff recommends condemnation as dangerous and unsafe.
6. 912 W. Laurel
 - a. City Staff has been contacted by the owner and they desire to have the property demolished. City Staff recommends condemnation as dangerous and unsafe.

7. 1020 W. Myrtle Street
 - a. City Staff has been contacted by the owner and he is attempting to sell the property. City Staff recommends condemnation as dangerous and unsafe.
8. 1117 W. Main Street
 - a. City Staff has been contacted by the owner, who lives in Florida, and she is letting the property go to tax sale and does not care what we do with the house. City Staff recommends condemnation as dangerous and unsafe.
9. 1214 W. Main Street
 - a. The building inspector was contacted to do an electrical inspection at this residence. Upon arrival it was discovered the owner had sold the house {rent to own} and the new owner had an electrician install new electrical service at the residence with a disconnect and were living in the residence. They were homeless and in need of a residence for their family.
 - b. City Staff is recommending the Condemnation Proceedings stop at this time and we will work with the new owner of the property
10. 2009 ½ N. Penn Ave
 - a. City Staff has been contacted by the owner, who lives in Oklahoma City, and they intend to repair the structure and will be submitting a timeline of repairs. City Staff recommends adjourning the hearing for 90 days.

BACKGROUND The City of Independence has set the above structures for a Public Hearing to consider condemnation as dangerous and unsafe.

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

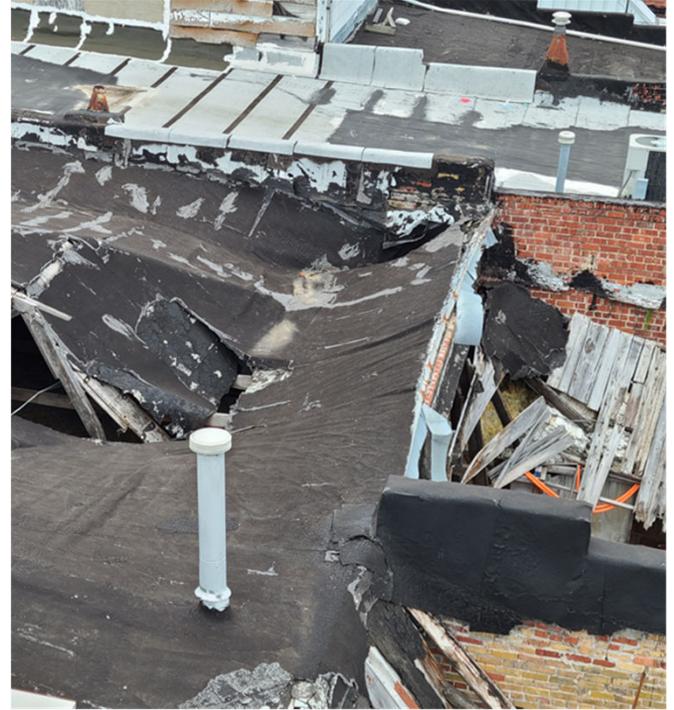
SUGGESTED MOTION

1. 201 E. Main Street – I move to adopt a resolution condemning 201 E. Main as dangerous and unsafe
2. 704 W. Main Street – I move to adopt a resolution condemning 704 W. Main as dangerous and unsafe
3. 800 E. Edison Street – I move to adjourn the Public Hearing for 90 days to November 19, 2020 at 5:30 p.m.
4. 816 E. Magnolia Street – I move to adopt a resolution condemning 816 E. Magnolia as dangerous and unsafe
5. 909 W. Chestnut Street – I move to adopt a resolution condemning 909 W. Chestnut as Dangerous and Unsafe
6. 912 W. Laurel Street – I to adopt a resolution condemning 912 W. Laurel Street as dangerous and unsafe.
7. 1020 W. Myrtle Street – I move to adopt a resolution condemning 1020 W. Myrtle Street as dangerous and unsafe.
8. 1117 W. Main Street – I move to adopt a resolution condemning 1117 W. Main Street as dangerous and unsafe.

9. 1214 W. Main Street – I move to rescind condemnation of 1214 W. Main Street
10. 2009 ½ N. Penn Ave – I move to adjourn the Public Hearing for 90 days to November 19, 2020 at 5:30 p.m.

SUPPORTING DOCUMENTS

1. Pictures
2. Resolutions



201 E. Main Street

RESOLUTION NO. 2020-058

A RESOLUTION FINDING THAT THE STRUCTURE, OR STRUCTURES, LOCATED ON THE FOLLOWING TRACT/PARCEL IN THE CITY OF INDEPENDENCE, MONTGOMERY COUNTY, KANSAS, IS UNSAFE AND DANGEROUS AND ORDERED CONDEMNED AND DIRECTING SAID STRUCTURE, OR STRUCTURES, TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE. SAID REPAIR OR REMOVAL WILL COMMENCE WITHIN **30 DAYS** OF THE PUBLICATION OF THIS RESOLUTION.

Legal Description

Block 53, Lots 10 – 13, Original Plat to the City of Independence, Montgomery County, Kansas

Common Address

201 E Main Street

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 25th day of June, 2020, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2020—040**, dated **June 30, 2020**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **July 14, 2020 and July 21, 2020**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

The said governing body hereby finds that the structure, or structures, located on the following described tract/parcel in the City of Independence, Montgomery County, Kansas:

RESOLUTION NO. 2020-058

Legal Description

Block 53, Lots 10 – 13, Original Plat to the City of Independence, Montgomery County, Kansas

Common Address

201 E Main Street

Mortgage

Is unsafe and dangerous and constitutes a blight and therefore should be and is hereby condemned and it is hereby directed that such structure, or structures, be repaired or removed and the premises made safe and secure. The owner of the structure, or structures, is hereby given **30 days** from the publication of this resolution within which to commence such repair or removal and the premises made safe and secure. If the owner of such structure, or structures fails to diligently prosecute the same until the work is completed, said governing body will cause the structure, or structures, to be razed and removed, in order to make the premises safe and secure.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and a copy mailed to the owner, his or her agent, lien holders and occupants as provided by law and a copy of said resolution shall be filed with the Montgomery County Register of Deeds.

Adopted this 27th day of August, 2020.

(SEAL)

Mayor

City Clerk



August 20, 2020

Doug Anderson
Family of Christ Church
3348 CR 4200 St
Independence, Ks. 67301

Dear Mr. Anderson:

I am writing to inform you that the City of Independence will be asking the Commission on August 27, 2020, to consider condemnation of the structure at 201 E. Main St. as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on August 27, 2020, I need for you to communicate with me your intentions with the property.

1. Do you plan to make repairs to the structure?
 - a. If yes, the City will need a timeline of repairs.
 - i. On a piece of paper, please provide information on who will be making the repairs and a timeline of completion of those repairs.
 - b. If no, you do not plan on making repairs to the house.
 - i. The City of Independence will proceed with condemnation and will work with you to have the structure removed within a timeframe set by City Code.
2. If possible, I would like to inform the City Commission of your intentions on August 27 at 5:30 p.m. at the Veteran's Room at Memorial Hall. You are welcome to attend the meeting and inform the commission of your intentions if you desire, or you can communicate with me, and I can inform them.
3. If I do not hear from you by August 27, it will be **very important** that you communicate or attend the August 27, 2020 meeting to avoid condemnation of the property.

Please feel free to contact me at any time by calling 620-332-2528, 620.330.0056 cell or by email at davidc@independenceks.gov.

Thank You,

David Cowan, Building Inspector
City of Independence Kansas



704. W. Main Street

RESOLUTION NO. 2020-059

A RESOLUTION FINDING THAT THE STRUCTURE, OR STRUCTURES, LOCATED ON THE FOLLOWING TRACT/PARCEL IN THE CITY OF INDEPENDENCE, MONTGOMERY COUNTY, KANSAS, IS UNSAFE AND DANGEROUS AND ORDERED CONDEMNED AND DIRECTING SAID STRUCTURE, OR STRUCTURES, TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE. SAID REPAIR OR REMOVAL WILL COMMENCE WITHIN **30 DAYS** OF THE PUBLICATION OF THIS RESOLUTION.

Legal Description

Lot 11, Block 8, Concannon's Addition to the City of Independence, Montgomery County, Kansas

Common Address

704 W Main Street

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 25th day of June, 2020, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2020—035**, dated **June 25, 2020**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **July 2, 2020 and July 9, 2020**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

The said governing body hereby finds that the structure, or structures, located on the following described tract/parcel in the City of Independence, Montgomery County, Kansas:

RESOLUTION NO. 2020-059

Legal Description

Lot 11, Block 8, Concannon's Addition to the City of Independence, Montgomery County, Kansas

Common Address

704 W Main Street

Mortgage

Is unsafe and dangerous and constitutes a blight and therefore should be and is hereby condemned and it is hereby directed that such structure, or structures, be repaired or removed and the premises made safe and secure. The owner of the structure, or structures, is hereby given **30 days** from the publication of this resolution within which to commence such repair or removal and the premises made safe and secure. If the owner of such structure, or structures fails to diligently prosecute the same until the work is completed, said governing body will cause the structure, or structures, to be razed and removed, in order to make the premises safe and secure.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and a copy mailed to the owner, his or her agent, lien holders and occupants as provided by law and a copy of said resolution shall be filed with the Montgomery County Register of Deeds.

Adopted this 27th day of August, 2020.

(SEAL)

Mayor

City Clerk



August 20, 2020

Sandra Villalobos
414 S. 14th St.
Independence, Ks. 67301

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on August 27, 2020, to consider condemnation of the structure at 704 W. Main St. as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on August 27, 2020, I need for you to communicate with me your intentions with the property.

1. Do you plan to make repairs to the structure?
 - a. If yes, the City will need a timeline of repairs.
 - i. On a piece of paper, please provide information on who will be making the repairs and a timeline of completion of those repairs.
 - b. If no, you do not plan on making repairs to the house.
 - i. The City of Independence will proceed with condemnation and will work with you to have the structure removed within a timeframe set by City Code.
2. If possible, I would like to inform the City Commission of your intentions on August 27 at 5:30 p.m. at the Veteran's Room at Memorial Hall. You are welcome to attend the meeting and inform the commission of your intentions if you desire, or you can communicate with me, and I can inform them.
3. If I do not hear from you by August 27, it will be **very important** that you communicate or attend the August 27, 2020 meeting to avoid condemnation of the property.

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

Thank You,

David Cowan, Building Inspector
City of Independence Kansas



800 E. Edison Street

Re: Plans to Renovate 800 E. Edison, Indep, KS

David Cowan <davidc@independencesks.gov>

Wed 8/19/2020 8:14 AM

To: MJoyce Wells

Dear Joyce:

The structure at 800 E. Edison will be having a Public Hearing on August 27, 2020 at 5:30 p.m. According to recent email it is the desire of the family to rehabilitate this house. I am needing a timeline of repairs for the structure to submit to the commission. I will ask the Commission to adjourn the meeting for a period of 90 days and provide updates on the rehabilitation every 90 days thereafter until the project is complete. If at any time the family decides to stop the project, I will need you to please inform me of that decision as soon as possible.

I look forward to working with you on this rehabilitation of this home. If you could please respond with the timeline before the 27th of August.

Sincerely,
David Cowan, Building Inspector

David Cowan, Paramedic-LPN
City of Independence Kansas
620.332.2528 office 620.331.1628 fax 620.330.0056 mobile 800-860-5450 Billing

Office Safety Director & Code Enforcement
811 W. Laurel
Independence, Ks. 67301
www.Independencesks.gov

Important: This e-mail and any attachments may contain confidential information subject to protection under the Federal Standards for Privacy of Individually Identifiable Health Information (45C.F.R. Parts 160 and 164). This communication, including attachments, is for the exclusive use of an addressee and may contain proprietary, confidential or privileged information. If you or your organization is a "Covered Entity" under the above-mentioned regulations, you are obligated to treat such information in a manner consistent with the regulations. If this e-mail and any files were sent to you in error, be advised that any use, dissemination, forwarding, printing or copying of this e-mail and/or any files are strictly prohibited. Please immediately delete it from your computer and any servers or other locations where it might be stored and e-mail davidc@independencesks.gov or call David Cowan, Public Safety Director, at 620-332-2528 advising you have done so.

From: MJoyce Wells
Sent: Monday, July 27, 2020 1:05 PM
To: David Cowan <davidc@independenceks.gov>
Subject: Plans to Renovate 800 E. Edison, Indep, KS

Hello David.

Joyce Wells here.

I'm responding to the letter dated June 18, 2020. I have discussed this issue re: our family home at length with family members. It has been decided to renovate the property, a family member may move there.

I will give you a detailed timeline next week before August 4, 2020, we do not want the property demolished, so, I am not returning the demolition form. You may know some of my relatives still in the area -- The Wesleys.

I thank you for your time and patience, I will forward time-line to you next week.

Best regards,
M. Joyce (Wesley) Wells

From: [David Cowan](#)
To: [MJoyce Wells](#)
Subject: RE: Plans to Renovate 800 E. Edison, Indep, KS
Date: Monday, July 27, 2020 1:14:44 PM

Dear Ms. Wells,

I look forward to receiving the timeline of repairs and working with you. On the 27th of August, I will ask the Commission to adjourn the meeting for 90 days, based on your request to make repairs to the residence and a timeline. I will then work with you and report back to the Commission every 90 days on the progress of repairs.

If you could, please make sure I have the timeline of repairs by the 27th of August.

I appreciate you responding to my letter and your family's commitment to fixing up this residence.

Sincerely,

David J. Cowan, Building Inspector
620-330-0056 mobile
davidc@independences.gov email

From: MJoyce Wells
Sent: Monday, July 27, 2020 1:05 PM
To: David Cowan <davidc@independences.gov>
Subject: Plans to Renovate 800 E. Edison, Indep, KS

Hello David.

Joyce Wells here.

I'm responding to the letter dated June 18, 2020. I have discussed this issue re: our family home at length with family members. It has been decided to renovate the property, a family member may move there.

I will give you a detailed timeline next week before August 4, 2020, we do not want the property demolished, so, I am not returning the demolition form. You may know some of my relatives still in the area -- The Wesleys.

I thank you for your time and patience, I will forward time-line to you next week.

Best regards,
M. Joyce (Wesley) Wells



816 E. Magnolia Street

RESOLUTION NO. 2020-060

A RESOLUTION FINDING THAT THE STRUCTURE, OR STRUCTURES, LOCATED ON THE FOLLOWING TRACT/PARCEL IN THE CITY OF INDEPENDENCE, MONTGOMERY COUNTY, KANSAS, IS UNSAFE AND DANGEROUS AND ORDERED CONDEMNED AND DIRECTING SAID STRUCTURE, OR STRUCTURES, TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE. SAID REPAIR OR REMOVAL WILL COMMENCE WITHIN **30 DAYS** OF THE PUBLICATION OF THIS RESOLUTION.

Legal Description

Lot 12; Nauts Addition, and Beginning at the SE Corner of Lot 12; thence South 12', thence West 60', thence North 12', thence East to Point of Beginning, Nauts Addition, City of Independence, Montgomery County, Kansas

Common Address

816 E Magnolia Street

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 25th day of June, 2020, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2020—027**, dated **June 25, 2020**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **July 3, 2020 and July 10, 2020**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

The said governing body hereby finds that the structure, or structures, located on the following described tract/parcel in the City of Independence, Montgomery County, Kansas:

RESOLUTION NO. 2020-060

Legal Description

Lot 12; Nauts Addition, and Beginning at the SE Corner of Lot 12; thence South 12', thence West 60', thence North 12', thence East to Point of Beginning, Nauts Addition, City of Independence, Montgomery County, Kansas

Common Address

816 E Magnolia Street

Mortgage

Is unsafe and dangerous and constitutes a blight and therefore should be and is hereby condemned and it is hereby directed that such structure, or structures, be repaired or removed and the premises made safe and secure. The owner of the structure, or structures, is hereby given **30 days** from the publication of this resolution within which to commence such repair or removal and the premises made safe and secure. If the owner of such structure, or structures fails to diligently prosecute the same until the work is completed, said governing body will cause the structure, or structures, to be razed and removed, in order to make the premises safe and secure.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and a copy mailed to the owner, his or her agent, lien holders and occupants as provided by law and a copy of said resolution shall be filed with the Montgomery County Register of Deeds.

Adopted this 27th day of August, 2020.

(SEAL)

Mayor

City Clerk



August 20, 2020

Shawn Whitley
816 E. Magnolia
Independence, Ks. 67301

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on August 20, 2020, to condemn the property at 816 East Magnolia as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on August 27, 2020, I need for you to communicate with me your intentions with the property.

1. You have indicated that you intend to remove the structure and clear the lot. If you could please provide a written plan or be present at the meeting to discuss your plans for clearing the lot.
2. The meeting is at 5:30 p.m. on August 27, 2020 at 410 N. Penn Ave, Independence, Ks.

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

Thank You,

David Cowan, Building Inspector
City of Independence Kansas



909 W. Chestnut Street

RESOLUTION NO. 2020-061

A RESOLUTION FINDING THAT THE STRUCTURE, OR STRUCTURES, LOCATED ON THE FOLLOWING TRACT/PARCEL IN THE CITY OF INDEPENDENCE, MONTGOMERY COUNTY, KANSAS, IS UNSAFE AND DANGEROUS AND ORDERED CONDEMNED AND DIRECTING SAID STRUCTURE, OR STRUCTURES, TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE. SAID REPAIR OR REMOVAL WILL COMMENCE WITHIN **30 DAYS** OF THE PUBLICATION OF THIS RESOLUTION.

Legal Description

Lot 3, Block 14, York and Wilsons Addition to the City of Independence, Montgomery County, Kansas

Common Address

909 W Chestnut Street

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 25th day of June, 2020, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2020—029**, dated **June 25, 2020**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **July 3, 2020 and July 10, 2020**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

The said governing body hereby finds that the structure, or structures, located on the following described tract/parcel in the City of Independence, Montgomery County, Kansas:

RESOLUTION NO. 2020-061

Legal Description

Lot 3, Block 14, York and Wilsons Addition to the City of Independence, Montgomery County, Kansas

Common Address

909 W Chestnut Street

Mortgage

Is unsafe and dangerous and constitutes a blight and therefore should be and is hereby condemned and it is hereby directed that such structure, or structures, be repaired or removed and the premises made safe and secure. The owner of the structure, or structures, is hereby given **30 days** from the publication of this resolution within which to commence such repair or removal and the premises made safe and secure. If the owner of such structure, or structures fails to diligently prosecute the same until the work is completed, said governing body will cause the structure, or structures, to be razed and removed, in order to make the premises safe and secure.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and a copy mailed to the owner, his or her agent, lien holders and occupants as provided by law and a copy of said resolution shall be filed with the Montgomery County Register of Deeds.

Adopted this 27th day of August, 2020.

(SEAL)

Mayor

City Clerk



August 20, 2020

James Waters
909 W. Chestnut
Independence, Ks. 67301

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on August 27, 2020, to consider condemnation of the structure at 909 W. Chestnut as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on August 27, 2020, I need for you to communicate with me your intentions with the property.

1. Do you plan to make repairs to the structure?
 - a. If yes, the City will need a timeline of repairs.
 - i. On a piece of paper, please provide information on who will be making the repairs and a timeline of completion of those repairs.
 - b. If no, you do not plan on making repairs to the house.
 - i. The City of Independence will proceed with condemnation and will work with you to have the structure removed within a timeframe set by City Code.
2. If possible, I would like to inform the City Commission of your intentions on August 27th at 5:30 p.m. in the Civic Center at Memorial Hall. You are welcome to attend the meeting and inform the commission of your intentions if you desire, or you can communicate with me, and I can inform them.
3. If I do not hear from you by August 27th, it will be **very important** that you communicate or attend the August 27, 2020 meeting to avoid condemnation of the property.

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

Thank You,

David Cowan, Building Inspector
City of Independence Kansas



912 W. Laurel Street

RESOLUTION NO. 2020-062

A RESOLUTION FINDING THAT THE STRUCTURE, OR STRUCTURES, LOCATED ON THE FOLLOWING TRACT/PARCEL IN THE CITY OF INDEPENDENCE, MONTGOMERY COUNTY, KANSAS, IS UNSAFE AND DANGEROUS AND ORDERED CONDEMNED AND DIRECTING SAID STRUCTURE, OR STRUCTURES, TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE. SAID REPAIR OR REMOVAL WILL COMMENCE WITHIN **30 DAYS** OF THE PUBLICATION OF THIS RESOLUTION.

Legal Description

Lot 9, Block 14, York and Wilsons Addition to the City of Independence, Montgomery County, Kansas

Common Address

912 W Laurel Street

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 25th day of June, 2020, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2020—030**, dated **June 25, 2020**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **July 3, 2020 and July 10, 2020**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

The said governing body hereby finds that the structure, or structures, located on the following described tract/parcel in the City of Independence, Montgomery County, Kansas:

RESOLUTION NO. 2020-062

Legal Description

Lot 9, Block 14, York and Wilsons Addition to the City of Independence, Montgomery County, Kansas

Common Address

912 W Laurel Street

Mortgage

Is unsafe and dangerous and constitutes a blight and therefore should be and is hereby condemned and it is hereby directed that such structure, or structures, be repaired or removed and the premises made safe and secure. The owner of the structure, or structures, is hereby given **30 days** from the publication of this resolution within which to commence such repair or removal and the premises made safe and secure. If the owner of such structure, or structures fails to diligently prosecute the same until the work is completed, said governing body will cause the structure, or structures, to be razed and removed, in order to make the premises safe and secure.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and a copy mailed to the owner, his or her agent, lien holders and occupants as provided by law and a copy of said resolution shall be filed with the Montgomery County Register of Deeds.

Adopted this 27th day of August, 2020.

(SEAL)

Mayor

City Clerk



August 20, 2020

Hannah's House Ministries
PO Box 187
Independence, Ks. 67301

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on August 27, 2020, to consider condemnation of the structure at 912 W. Laurel as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on August 27, 2020, I need for you to communicate with me your intentions with the property.

1. Do you plan to make repairs to the structure?
 - a. If yes, the City will need a timeline of repairs.
 - i. On a piece of paper, please provide information on who will be making the repairs and a timeline of completion of those repairs.
 - b. If no, you do not plan on making repairs to the house.
 - i. The City of Independence will proceed with condemnation and will work with you to have the structure removed within a timeframe set by City Code.
2. If possible, I would like to inform the City Commission of your intentions on August 27th at 5:30 p.m. at the Civic Center at Memorial Hall. You are welcome to attend the meeting and inform the commission of your intentions if you desire, or you can communicate with me, and I can inform them.
3. If I do not hear from you by August 27th, it will be **very important** that you communicate or attend the August 27, 2020, meeting to avoid condemnation of the property.

Please feel free to contact me at any time by calling 620-332-2528 office, 620.330.0056 cell or by email at davidc@independencesks.gov.

Thank You,

David Cowan, Building Inspector
City of Independence Kansas



1020 W. Myrtle Street

RESOLUTION NO. 2020-063

A RESOLUTION FINDING THAT THE STRUCTURE, OR STRUCTURES, LOCATED ON THE FOLLOWING TRACT/PARCEL IN THE CITY OF INDEPENDENCE, MONTGOMERY COUNTY, KANSAS, IS UNSAFE AND DANGEROUS AND ORDERED CONDEMNED AND DIRECTING SAID STRUCTURE, OR STRUCTURES, TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE. SAID REPAIR OR REMOVAL WILL COMMENCE WITHIN **30 DAYS** OF THE PUBLICATION OF THIS RESOLUTION.

Legal Description

The South 92 feet of Lot 7, Block 4, Concannon's Addition to the City of Independence, Montgomery County, Kansas

Common Address

1020 W Myrtle Street

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 25th day of June, 2020, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2020—032**, dated **June 25, 2020**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **July 2, 2020 and July 9, 2020**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

The said governing body hereby finds that the structure, or structures, located on the following described tract/parcel in the City of Independence, Montgomery County, Kansas:

RESOLUTION NO. 2020-063

Legal Description

The South 92 feet of Lot 7, Block 4, Concannon's Addition to the City of Independence, Montgomery County, Kansas

Common Address

1020 W Myrtle Street

Mortgage

Is unsafe and dangerous and constitutes a blight and therefore should be and is hereby condemned and it is hereby directed that such structure, or structures, be repaired or removed and the premises made safe and secure. The owner of the structure, or structures, is hereby given **30 days** from the publication of this resolution within which to commence such repair or removal and the premises made safe and secure. If the owner of such structure, or structures fails to diligently prosecute the same until the work is completed, said governing body will cause the structure, or structures, to be razed and removed, in order to make the premises safe and secure.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and a copy mailed to the owner, his or her agent, lien holders and occupants as provided by law and a copy of said resolution shall be filed with the Montgomery County Register of Deeds.

Adopted this 27th day of August, 2020.

(SEAL)

Mayor

City Clerk



August 20, 2020

Morningstar Management, LLC
917 Tennessee St.
Lawrence, Ks. 66044

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on August 27, 2020, to consider condemnation of the structure at 1020 W. Myrtle as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on August 27, 2020, I need for you to communicate with me your intentions with the property.

1. Do you plan to make repairs to the structure?
 - a. If yes, the City will need a timeline of repairs.
 - i. On a piece of paper, please provide information on who will be making the repairs and a timeline of completion of those repairs.
 - b. If no, you do not plan on making repairs to the house.
 - i. The City of Independence will proceed with condemnation and will work with you to have the structure removed within a timeframe set by City Code.
2. If possible, I would like to inform the City Commission of your intentions on August 27 at 5:30 p.m. at the Veteran's Room at Memorial Hall. You are welcome to attend the meeting and inform the commission of your intentions if you desire, or you can communicate with me, and I can inform them.
3. If I do not hear from you by August 27, it will be **very important** that you communicate or attend the August 27, 2020, meeting.

Please feel free to contact me at any time by calling 620-332-2528, 620.330.0056 cell or by email at davidc@independencesks.gov.

Thank You,

David Cowan, Building Inspector
City of Independence Kansas

1117 W. Main Street



RESOLUTION NO. 2020-064

A RESOLUTION FINDING THAT THE STRUCTURE, OR STRUCTURES, LOCATED ON THE FOLLOWING TRACT/PARCEL IN THE CITY OF INDEPENDENCE, MONTGOMERY COUNTY, KANSAS, IS UNSAFE AND DANGEROUS AND ORDERED CONDEMNED AND DIRECTING SAID STRUCTURE, OR STRUCTURES, TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE. SAID REPAIR OR REMOVAL WILL COMMENCE WITHIN **30 DAYS** OF THE PUBLICATION OF THIS RESOLUTION.

Legal Description

Lot 1, Pavy's First Addition to the City of Independence, Montgomery County, Kansas

Common Address

1117 W Main Street

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 25th day of June, 2020, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2020—036**, dated **June 25, 2020**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **July 2, 2020 and July 9, 2020**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

The said governing body hereby finds that the structure, or structures, located on the following described tract/parcel in the City of Independence, Montgomery County, Kansas:

RESOLUTION NO. 2020-064

Legal Description

Lot 1, Pavy's First Addition to the City of Independence, Montgomery County, Kansas

Common Address

1117 W Main Street

Mortgage

Is unsafe and dangerous and constitutes a blight and therefore should be and is hereby condemned and it is hereby directed that such structure, or structures, be repaired or removed and the premises made safe and secure. The owner of the structure, or structures, is hereby given **30 days** from the publication of this resolution within which to commence such repair or removal and the premises made safe and secure. If the owner of such structure, or structures fails to diligently prosecute the same until the work is completed, said governing body will cause the structure, or structures, to be razed and removed, in order to make the premises safe and secure.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and a copy mailed to the owner, his or her agent, lien holders and occupants as provided by law and a copy of said resolution shall be filed with the Montgomery County Register of Deeds.

Adopted this 27th day of August, 2020.

(SEAL)

Mayor

City Clerk



August 20, 2020

Kathy Fuller
316 W. Moring St. 4
Swainsboro, GA. 30401

Dear Ms. Fuller:

I am writing to inform you that the City of Independence will be asking the Commission on August 27, 2020, to consider condemnation of the structure at 1117 W. Main St. as dangerous and unsafe.

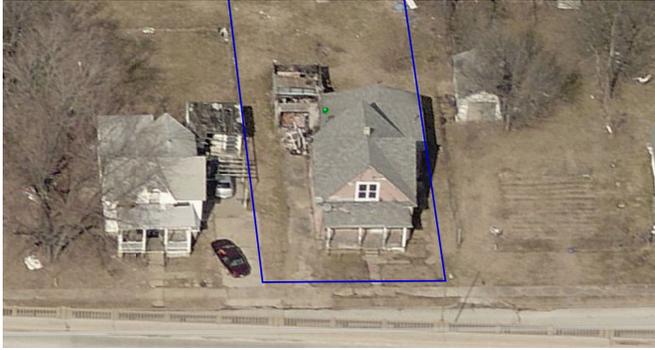
To avoid having your residence condemned as dangerous and unsafe on August 27, 2020, I need for you to communicate with me your intentions with the property.

1. Do you plan to make repairs to the structure?
 - a. If yes, the City will need a timeline of repairs.
 - i. On a piece of paper, please provide information on who will be making the repairs and a timeline of completion of those repairs.
 - b. If no, you do not plan on making repairs to the house.
 - i. The City of Independence will proceed with condemnation and will work with you to have the structure removed within a timeframe set by City Code.
2. If possible, I would like to inform the City Commission of your intentions on August 27 at 5:30 p.m. at the Veteran's Room at Memorial Hall. You are welcome to attend the meeting and inform the commission of your intentions if you desire, or you can communicate with me, and I can inform them.
3. If I do not hear from you by August 27, it will be **very important** that you communicate or attend the August 27, 2020 meeting to avoid condemnation of the property.

Please feel free to contact me at any time by calling 620-332-2528, 620.330.0056 cell or by email at davidc@independencesks.gov.

Thank You,

David Cowan, Building Inspector
City of Independence Kansas



1214 W. Main Street



June 17, 2020

Jacob Raley
1214 W. Main St.
Independence, Kansas 67301

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on June 25, 2020, to set a date of August 27, 2020, to consider condemnation of the structure at 1214 W. Main St. as dangerous and unsafe.

To avoid having your residence condemned as dangerous and unsafe on August 27, 2020, I need for you to communicate with me your intentions with the property.

1. Do you plan to make repairs to the structure?
 - a. If yes, the City will need a timeline of repairs.
 - i. On a piece of paper, please provide information on who will be making the repairs and a timeline of completion of those repairs.
 - b. If no, you do not plan on making repairs to the house.
 - i. The City of Independence will proceed with condemnation and will work with you to have the structure removed or sold within a timeframe set by City Code.
2. If possible, I would like to inform the City Commission of your intentions on June 25 at 5:30 p.m. at the Veteran's Room at Memorial Hall. You are welcome to attend the meeting and inform the commission of your intentions if you desire, or you can communicate with me, and I can inform them.
3. If I do not hear from you by June 25, it will be **very important** that you communicate or attend the August 27, 2020, meeting to avoid condemnation of the property.

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

Thank You,

David Cowan, Building Inspector
City of Independence Kansas

ORDINANCE NO. A – 1869

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 27TH day of August 2020.

_____ Mayor

Attest _____ City Clerk

Ordinance #A – 1869
\$ 467,080.28

PACKET: 24145 Regular Payments-08282020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	8/28/2020			072624	**VOID**
VOID	VOID CHECK		V	8/28/2020			072632	**VOID**
VOID	VOID CHECK		V	8/28/2020			072685	**VOID**
VOID	VOID CHECK		V	8/28/2020			072686	**VOID**
VOID	VOID CHECK		V	8/28/2020			072704	**VOID**
VOID	VOID CHECK		V	8/28/2020			072705	**VOID**
035789	1ST DUE I-20-4153	FIREDEX FX-COAT/PAINT	R	8/28/2020		7,516.00CR	072580	7,516.00
035778	8TH & MAIN HISTORIC I-AUGUST-MCGREW	123 W MAIN #201 - SALLY MCGREW	R	8/28/2020		250.00CR	072581	250.00
035450	AAXCEL OVERHEAD DOORS, INC. I-105171	AAXCEL OVERHEAD DOORS, INC.	R	8/28/2020		640.00CR	072582	640.00
037107	ACL PROPERTIES LLC I-AUGUST-TANNER	109 S WALD - BETTY TANNER	R	8/28/2020		317.00CR	072583	317.00
019370	AIRGAS USA LLC. I-9103814225 I-9104042027 I-9972781360	OXYGEN USP AIRGAS USA LLC. RENT CYCL MED OXYGEN	R	8/28/2020		246.14CR 94.41CR 57.12CR	072584 072584 072584	397.67
036761	ALLSTATE BENEFITS I-M0129495205	ALLSTATE BENEFITS	R	8/28/2020		36.44CR	072585	36.44
032986	AMERICAN BANKERS INS. CO. OF FLORIDA I-FLOODINS20202021	FLOOD INSURANCE RENEWAL	R	8/28/2020		5,799.00CR	072586	5,799.00
035900	ANE MAE'S COFFEE AND SANDWICH SHOP I-8111 I-8117	08102020 SPECIAL MEETING CATERING FOR SAFETY MEETING	R	8/28/2020		70.00CR 584.40CR	072587 072587	654.40
037162	ASCENT AVIATION GROUP, INC. I-INV-06932	SOFTWARE FEE	R	8/28/2020		30.00CR	072588	30.00

PACKET: 24145 Regular Payments-08282020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
002510	ASHCRAFT TIRE COMPANY INC							
	I-28699	FLAT TIRE REPAIR	R	8/28/2020		46.35CR	072589	
	I-28711	FLAT TIRE REPAIR/ROTATE TIRES	R	8/28/2020		949.64CR	072589	
	I-28721	TIRE ROTATION	R	8/28/2020		24.72CR	072589	
	I-28756	FLAT REPAIR	R	8/28/2020		262.20CR	072589	
	I-28779	FLAT REAPIAR	R	8/28/2020		46.35CR	072589	1,329.26
035889	AT&T							
	I-3310610 07/20	AT&T	R	8/28/2020		52.12CR	072590	
	I-3310652 07/20	AT&T	R	8/28/2020		180.69CR	072590	
	I-3311312 07/20	HOUSING LINE	R	8/28/2020		98.53CR	072590	331.34
034736	AT&T MOBILITY							
	I-287259440768X07272	AT&T MOBILITY	R	8/28/2020		384.16CR	072591	384.16
002570	AUTO ZONE							
	I-1605816766	SILVERSTAR ULT	R	8/28/2020		52.99CR	072592	
	I-1605819110	DURALAST HEX KEY SET	R	8/28/2020		10.99CR	072592	63.98
032299	BARTA ANIMAL HOSPITAL							
	I-JUL/AUG2020	VALENTINO	R	8/28/2020		431.60CR	072593	431.60
037221	BAY BRIDGE ADM, LLC							
	I-JUL 20 HEALTH	JULY 20 HEALTH FLEX BENEFITS	R	8/28/2020		390.00CR	072594	390.00
036634	BAY BRIDGE ADMINISTRATORS, LLC							
	I-JULY 2020 SEC BEN	JULY 2020 SECT 125 BENEFIT	R	8/28/2020		1,687.86CR	072595	1,687.86
003190	BEACHNER GRAIN INC.							
	I-00111159	CUSTOM WEIGH	R	8/28/2020		170.00CR	072596	
	I-00111177	DIURON/SALT WATER SOFT PEL	R	8/28/2020		75.75CR	072596	
	I-00111252	DF RIVERRUN HI PRO NO SOY	R	8/28/2020		45.00CR	072596	
	I-00111457	SALT WATER SOFT PEL 50#	R	8/28/2020		41.25CR	072596	332.00
034672	BEST BEVERAGE INC.							
	I-120-01035	BEST BEVERAGE INC.	R	8/28/2020		50.00CR	072597	50.00
003460	BOUND TREE MEDICAL LLC							
	I-83727266	IV SOULUTION	R	8/28/2020		29.90CR	072598	
	I-83728861	IV CATHETER	R	8/28/2020		145.00CR	072598	
	I-83740891	MEDICAL SUPPLIES	R	8/28/2020		71.60CR	072598	246.50

PACKET: 24145 Regular Payments-08282020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
036329	BROMLEY, MATT I-081-420200813-1720	LAWN CARE	R	8/28/2020		700.00CR	072599	700.00
035354	BROWN'S SHOE FIT I-707927	FW-LYBARGER	R	8/28/2020		104.03CR	072600	104.03
032902	CHANDLER OIL, LLC I--60363	FUEL	R	8/28/2020		806.71CR	072601	806.71
037093	CHEMRITE I-315390	POTASSIUM PERMANGANATE	R	8/28/2020		4,629.66CR	072602	4,629.66
033027	CINTAS I-5025222923	CABINET/EXPIRATION DATE CHCK	R	8/28/2020		16.18CR	072603	16.18
004645	CITY OF INDEPENDENCE I-202008243509 I-AUG2020	1901 BRADLEY CT-HOUSING WATER 13TH STREET WATER BILL	R	8/28/2020		258.63CR	072604	3,196.93
032159	CJ'S THREADS I-19366	CAPS	R	8/28/2020		35.00CR	072605	35.00
1	CODY GOSSETT I-CRTREMOSSETT	CODY GOSSETT:	R	8/28/2020		920.94CR	072606	920.94
033671	COFFEYVILLE FEED & FARM SUPPLY C-775137 I-775068	RETURN 20% PELLETS FEED	R	8/28/2020		12.60	072607	1,726.40
1	COLLEEN DENNIS I-REF PK BLDG-DENNIS	COLLEEN DENNIS:	R	8/28/2020		70.00CR	072608	70.00
004864	COMMUNITY NATIONAL BANK I-REIMB PC 08/19/20	REIMBURSE PETTY CASH	R	8/28/2020		315.00CR	072609	315.00
1	CONNIE O'NEIL I-REFUND-O'NEIL	CONNIE O'NEIL:	R	8/28/2020		25.00CR	072610	25.00
036822	COPY PRODUCTS INC I-339830	COPIER USAGE	R	8/28/2020		225.25CR	072611	225.25
034221	CORE & MAIN I-M623223 I-M699002 I-M699812	BLACK COATING COUPLING/REP CLP HYMAX CPLG	R	8/28/2020		344.00CR	072612	3,613.68
			R	8/28/2020		2,272.62CR	072612	
			R	8/28/2020		997.06CR	072612	

PACKET: 24145 Regular Payments-08282020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
032078	CPR PEST MANAGEMENT, INC.							
	I-105558	412 S PENN- PEST CONTROL	R	8/28/2020		55.00CR	072613	
	I-105560	PEST CONTROL SERVICE	R	8/28/2020		55.00CR	072613	
	I-30725	401 S PENN-BED BUGS-HOUSING	R	8/28/2020		675.00CR	072613	
	I-30755	401 S PENN-BEDBUGS-HOUSING	R	8/28/2020		600.00CR	072613	
	I-30756	401 S PEN-BEDBUGS-HOUSING	R	8/28/2020		675.00CR	072613	
	I-30981	401 S PENN-BEDBUGS-HOUSING	R	8/28/2020		650.00CR	072613	
	I-31053	401 S PENN-BEDBUGS-HOUSING	R	8/28/2020		650.00CR	072613	
	I-AUG2020	CPR PEST MANAGEMENT, INC.	R	8/28/2020		120.00CR	072613	
	I-JULTERMITE	TERMITE INSPECTION	R	8/28/2020		125.00CR	072613	3,605.00
036099	FRANK CREBASE							
	I-AUGUST-HUNTER	418 W WALNUT - RHONDA HUNTER	R	8/28/2020		268.00CR	072614	268.00
035070	D & F SERVICES, LLC							
	I-4965	CHLORINE DIOXIDE SYSTEM	R	8/28/2020		745.00CR	072615	745.00
036096	DATAPROSE LLC							
	I-DP2002714	WATER BILLS POSTAGE	R	8/28/2020		2,421.16CR	072616	2,421.16
006140	DAVES, INC.							
	I-061439	#609 TRASH TRUCK REPAIR	R	8/28/2020		450.00CR	072617	450.00
1	ELAINE GLINES							
	I-COVID19-GLINES	ELAINE GLINES:	R	8/28/2020		40.00CR	072618	40.00
007200	ERIC'S PLUMBING							
	I-4192	PULL AND REPLACE FILTER PUMP	R	8/28/2020		230.00CR	072619	230.00
035115	EXPRESS EMPLOYMENT							
	I-24191292	EXPRESS EMPLOYMENT	R	8/28/2020		5,710.36CR	072620	
	I-24217666-SAN	EXPRESS EMPLOYMENT	R	8/28/2020		3,416.04CR	072620	9,126.40
036798	FARMERS MUTUAL INSURANCE COMPANY							
	I-ANNUAL20202021	412 S PENN	R	8/28/2020		703.00CR	072621	703.00
033119	FASTENAL COMPANY							
	I-KSIND43167	DOWNTOWN PLAQUER	R	8/28/2020		47.44CR	072622	
	I-KSIND43762	JUMBO ROLL DISP	R	8/28/2020		103.22CR	072622	
	I-KSIND43827	WDGEXPANCHR	R	8/28/2020		21.36CR	072622	
	I-KSIND43828	NYLOCK	R	8/28/2020		28.34CR	072622	
	I-KSIND43932	NE NYLOCK	R	8/28/2020		1.41CR	072622	201.77

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
037139	FLEET FUELS, LLC							
	I-38111	FUEL	R	8/28/2020		614.01CR	072623	
	I-38112	FUEL	R	8/28/2020		529.61CR	072623	
	I-58832	UNLEADED FUEL	R	8/28/2020		255.21CR	072623	
	I-58835	FUEL	R	8/28/2020		687.79CR	072623	
	I-58840	FUEL	R	8/28/2020		684.42CR	072623	
	I-58861	FUEL	R	8/28/2020		98.16CR	072623	
	I-58865	FUEL	R	8/28/2020		19.95CR	072623	
	I-58884	FUEL	R	8/28/2020		242.50CR	072623	
	I-58894	FUEL	R	8/28/2020		54.37CR	072623	
	I-58897	FUEL	R	8/28/2020		102.03CR	072623	
	I-58898	FUEL	R	8/28/2020		23.96CR	072623	
	I-58918	FUEL	R	8/28/2020		32.62CR	072623	
	I-58939	FUEL	R	8/28/2020		555.82CR	072623	
	I-58948	FUEL	R	8/28/2020		238.59CR	072623	
	I-58954	FUEL	R	8/28/2020		541.55CR	072623	
	I-58966	FUEL	R	8/28/2020		75.66CR	072623	
	I-58969	FUEL	R	8/28/2020		35.54CR	072623	
	I-58975	FUEL	R	8/28/2020		84.46CR	072623	
	I-58978	FUEL	R	8/28/2020		85.90CR	072623	
	I-58979	FUEL	R	8/28/2020		150.60CR	072623	
	I-58985	FUEL	R	8/28/2020		295.63CR	072623	
	I-58998	FUEL	R	8/28/2020		33.89CR	072623	
	I-59005	FUEL	R	8/28/2020		20.08CR	072623	5,462.35
009030	GADES SALES COMPANY INC.							
	I-71763	FRAIGHT CHARGES	R	8/28/2020		27.77CR	072625	27.77
009230	GILMORE & BELL							
	I-8042375	ANNUAL REPORT FOR 2019	R	8/28/2020		1,200.00CR	072626	1,200.00
009330	GRAINGER							
	I-9594995640	ELBOW/REDUCER/SNIP SET	R	8/28/2020		60.46CR	072627	
	I-9601087829	HOSE REEL,STEEL	R	8/28/2020		336.16CR	072627	
	I-9607059020	WIRE ROPE/SHRINK TUBING	R	8/28/2020		24.22CR	072627	420.84
036233	HAWKINS INC.							
	I-4765575	CHLORINE/AQUA HAWK	R	8/28/2020		1,138.75CR	072628	1,138.75
036474	HOFER & HOFER & ASSOCIATES INC							
	I-8	CITY HALL LRENOVATION APP#11	R	8/28/2020		31,468.50CR	072629	31,468.50

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037338	HUGO							
	I-242333	AIR BLU SURGICAL MASK/OXIDE	R	8/28/2020		677.24CR	072630	
	I-242713	DISINFECTANT FOGGER	R	8/28/2020		66.87CR	072630	
	I-243639	SEL-S39010	R	8/28/2020		30.00CR	072630	
	I-243823	SEL-S39010	R	8/28/2020		60.00CR	072630	834.11
010440	HUGO'S INDUSTRIAL SUPPLY							
	I-242578	2 PLY STANDARD TISSUE	R	8/28/2020		43.99CR	072631	
	I-242940	CLEANING SUPPLIES	R	8/28/2020		103.29CR	072631	
	I-243036	TOWELS/MIST	R	8/28/2020		46.53CR	072631	
	I-243285	SURFACE DISINFECTANT	R	8/28/2020		159.12CR	072631	
	I-243300	TOWELS/BAGS/TISSUE	R	8/28/2020		366.73CR	072631	
	I-243371	LATEX GLOVES	R	8/28/2020		253.60CR	072631	
	I-243480	BAG'S/GLOVES	R	8/28/2020		65.90CR	072631	
	I-243857	CLOTH RAGS	R	8/28/2020		33.86CR	072631	
	I-243945	X LG GRAIN PIGSKIN LEATHER	R	8/28/2020		149.52CR	072631	
	I-244093	TOWELS/WET JEST REFILL CLOTHS	R	8/28/2020		138.03CR	072631	
	I-244140	OFFICE SUPPLIES	R	8/28/2020		94.80CR	072631	
	I-244149	BRAKE & PARTS CLEANER/WASP HOR	R	8/28/2020		317.28CR	072631	
	I-244154	COPY PAPER	R	8/28/2020		776.00CR	072631	
	I-244155	TISSUE/TOWLS	R	8/28/2020		145.15CR	072631	
	I-244213	COPY PAPER/INK	R	8/28/2020		207.88CR	072631	2,901.68
034798	MARGARET HUTCHINSON							
	I-AUGUST-BARKER	1200 W LOCUST - GARY BARKER	R	8/28/2020		317.00CR	072633	317.00
011211	INDEPENDENCE FIRE FIGHTER							
	I-09 202007223495	FIRE INSURANCE WITHELD	R	8/28/2020		94.32CR	072634	94.32
032076	INDEPENDENCE ANIMAL							
	I-JULY2020	ANIMAL CONTROL	R	8/28/2020		96.18CR	072635	96.18
011180	INDEPENDENCE COMMUNITY							
	I-06 202007223495	COMMUNITY CHEST WITHELD	R	8/28/2020		43.00CR	072636	43.00
033149	INDEPENDENCE FIREMEN'S							
	I-23 202007223495	FUNDING/FIREMEN'S ASSOCIATION	R	8/28/2020		210.00CR	072637	210.00
011212	INDEPENDENCE HEATING & AIR							
	I-26156	INDEPENDENCE HEATING & AIR	R	8/28/2020		106.25CR	072638	
	I-26245	HP MOTOR/CAPACITOR	R	8/28/2020		243.00CR	072638	
	I-26298	CAPACITOR/MCKINLEY	R	8/28/2020		110.00CR	072638	459.25

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030108	INDEPENDENCE HOUSING							
	I-AUGUST-COLLINS	920 E CEDAR #3BR - J COLLINS	R	8/28/2020		66.00CR	072639	
	I-AUGUST-GOODMAN	1009 E CEDAR (A) - D GOODMAN	R	8/28/2020		231.00CR	072639	
	I-AUGUST-GRIER	702 N 13TH - DENA GRIER	R	8/28/2020		254.00CR	072639	
	I-AUGUST-JACKSON	1002 E C-VILLE AVE - J JACKSON	R	8/28/2020		340.00CR	072639	
	I-AUGUST-JOHNSON	1008 E COFFEYVILLE - L JOHNSON	R	8/28/2020		60.00CR	072639	
	I-AUGUST-KRAUSE	923 E CEDAR (C) ROLLAND KRAUSE	R	8/28/2020		165.00CR	072639	
	I-AUGUST-RODRIQUEZ	916 E CEDAR #1 - C RODRIQUEZ	R	8/28/2020		88.00CR	072639	1,204.00
032965	INDEPENDENCE READY MIX							
	I-28164	MIX	R	8/28/2020		210.50CR	072640	210.50
035590	INDEPENDENCE RECREATION COMMISSION							
	I-9834	ASH YOUTH CENTER ALLOTMENT	R	8/28/2020		2,000.00CR	072641	2,000.00
035677	INDEPENDENCE ROTARY							
	I-09302019	DUES/MEALS	R	8/28/2020		188.00CR	072642	
	I-93019	DUES/MEALS	R	8/28/2020		188.00CR	072642	376.00
037321	INTERNAL REVENUE SERVICE							
	I-TL1202007223495	TAX LEVY	R	8/28/2020		342.03CR	072643	342.03
036703	JERRY HARRISON							
	I-08112020	MEAL REIMBURSEMENT	R	8/28/2020		47.98CR	072644	47.98
037366	JOE SMITH COMPANY							
	I-200752-0183974	CONCESSION FOOD	R	8/28/2020		119.44CR	072645	119.44
037272	KANSAS ONE-CALL SYSTEM, INC							
	I-0070300	JULY MONTHLY FEE	R	8/28/2020		177.60CR	072646	177.60
032449	KANSAS PAYMENT CENTER							
	I-W16202007223495	MG3D*00095C/KEITH COPITHKE	R	8/28/2020		116.61CR	072647	
	I-W66202007223495	CS# MG 18DM00183 I - K GINTHER	R	8/28/2020		105.23CR	072647	
	I-W67202007223495	MG19DM0075I-CHRIS FURR	R	8/28/2020		282.46CR	072647	504.30
013351	KC 24 HOUR TRUCK REPAIR							
	I-INV2035	SCANNER/FILTER HOUSING/SUPPLIE	R	8/28/2020		1,618.67CR	072648	1,618.67
033182	LAKELAND OFFICE SYSTEMS,							
	I-IN328678	CONTRACT BASE RATE CHARGE	R	8/28/2020		63.51CR	072649	63.51

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034910	MARSHA LEROY I-AUGUST-CEFARELLI	912 W MAPLE - K CEFARELLI	R	8/28/2020		508.00CR	072650	508.00
036790	LIFE-ASSIST, INC I-1024511 I-1024719 I-1028026	BANDAGE/PILLOW/COLLAR/CPR DISPOSABLE PILLOW/CPR STAT PAZ MEDICAL SUPPLIES	R	8/28/2020		258.95CR 384.92CR 249.28CR	072651 072651 072651	893.15
014400	LINNS AIR COOLED ENGINES LLC I-907039	BAR OIL	R	8/28/2020		15.00CR	072652	15.00
032148	LOCKE SUPPLY I-40828837-00	DEFROST CONTROL	R	8/28/2020		130.45CR	072653	130.45
036008	JOHN LOWRANCE I-AUGUST-BRECKENRD	712 S 6TH - R BRECKENRIDGE	R	8/28/2020		334.00CR	072654	334.00
037386	MACHINE SHED I-63915 I-64006 I-64068	BELTS FOR LANDPRIDE MOWER SPACER PLATE	R	8/28/2020		182.36CR 21.04CR 93.81CR	072655 072655 072655	297.21
015980	MONTGOMERY COUNTY I-9693	GLYPHOSATE	R	8/28/2020		30.00CR	072656	30.00
036965	MONTGOMERY COUNTY I-20-002SD2	KDHE-LOAN PAYMENT	R	8/28/2020		4,014.23CR	072657	4,014.23
034827	NEWKIRK, DENNIS & BUCKLES I-9903 I-9904 I-9918	2020 FORD #8715 2020 DODGE RAM #9358 2 2021 FREIGHTLINERS#8905/8906	R	8/28/2020		885.00CR 788.00CR 2,500.00CR	072658 072658 072658	4,173.00
018120	O'REILLY AUTO PARTS I-0154-355374 I-0154-355545 I-0154-355673 I-0154-356121 I-0154-356154 I-0154-356282 I-0154-356495 I-0154-357404 I-0154-357595	.21 OZ DRY GRPH 11 PC TORX SET BATTERY/CORE CHARGE SILICONE HEAD SCREW/TRIM PANEL/WASHER MICRO-V BELT 1QT-GEAR OIL CARWASH HYD FILTER	R	8/28/2020		2.49CR 13.99CR 149.93CR 7.49CR 14.30CR 52.84CR 27.98CR 4.99CR 26.38CR	072659 072659 072659 072659 072659 072659 072659 072659 072659	300.39

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027225	OIL PATCH PUMP & SUPPLY INC. I-207673	LUBRICANT RECTORSEAL	R	8/28/2020		45.53CR	072660	45.53
036218	OKLAHOMA CENTRALIZED SUPPORT REGISTRY I-W65202007223495	000875670001-MICHAEL P MAYER	R	8/28/2020		995.52CR	072661	995.52
036608	ONE STOP PACK N SHIP I-JUN/JUL2020	SHIPPING FOR SAMPLES	R	8/28/2020		203.56CR	072662	203.56
037335	OUTDOOR WARNING CONSULTING LLC. I-08072020	RADIO REPLACEMENT	R	8/28/2020		957.21CR	072663	957.21
037376	OUTLAW QUICK LUBE @INDY I-94845 I-94938	FULL SERVICE FULL SERVICE 2018 FORD 250	R	8/28/2020		49.98CR	072664	99.96
032859	PACE ANALYTICAL SERVICES, I-2060110193 I-2060110215 I-2060111226	LAB TESTING LAB TESTING LAB TESTING	R	8/28/2020		205.00CR 350.00CR 285.00CR	072665 072665 072665	840.00
034739	BOB PASTERNAK I-AUGUST-EGBERT	209 W LOCUST - DARWIN EGBERT	R	8/28/2020		301.00CR	072666	301.00
019290	PHEASANT POINT APARTMENTS I-AUGUST-GREER I-AUGUST-KNIGHT I-AUGUST-ORR	2350 N 20TH #2 - NICOLE GREER 2350 N 20TH #15 - DAVID KNIGHT 2325 N 20TH PL #9-DALENE ORR	R	8/28/2020		96.00CR 359.00CR 389.00CR	072667 072667 072667	844.00
1	PHYLLIS NOLAN I-COVID19-NOLAN	PHYLLIS NOLAN:	R	8/28/2020		70.00CR	072668	70.00
037174	PRAIRIELAND PARTNERS I-10283497 I-10295701 I-10311986 I-10314201	TRANSMISSION JOHN DEERE2305 HYDRAULIC FILTER/PUMP KIT BLADE/LOCKNUT/BOLT DIAL KNOB	R	8/28/2020		5,631.63CR 299.88CR 309.00CR 89.33CR	072669 072669 072669 072669	6,329.84
036591	PREMIER TRUCK GROUP OF TULSA I-12553154	2015 FREIGHTLINER SPRINT	R	8/28/2020		1,292.80CR	072670	1,292.80
033404	QUALITY MOTORS I-163144 I-163280 I-292190	2004 FORD F350 SPARK PLUGS/2005 FORD F150 BALANCED TIRES/2016 FORD	R	8/28/2020		485.17CR 429.95CR 18.01CR	072671 072671 072671	933.13

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036207	SECURITY BENEFIT GROUP							
	I-07012020PY	JULY 1ST, 2020 PAYROLL BENEFIT	R	8/28/2020		2,188.65CR	072687	
	I-07152020PY	JULY 15TH,2020 PAYROLL BENEFIT	R	8/28/2020		4,513.65CR	072687	6,702.30
034842	DAVID SHATNEY							
	I-AUGUST-GOODSON	607 1/2 N 8TH - CAROL GOODSON	R	8/28/2020		173.00CR	072688	173.00
036652	ST JOHN PHYSICIANS INC							
	I-26058C7661	PRE EMPLOYMENT PHYSICAL	R	8/28/2020		223.00CR	072689	223.00
032254	STANION WHOLESALE							
	I-4967832-00	STANION WHOLESALE	R	8/28/2020		57.35CR	072690	57.35
024300	THOMPSON BROTHERS SUPPLIE							
	I-RN20070074	LEASE RNWL	R	8/28/2020		85.45CR	072691	
	I-RN20070075	LEASE RNWL	R	8/28/2020		85.45CR	072691	
	I-RN20070076	LEASE RNWL	R	8/28/2020		176.45CR	072691	
	I-RN20070077	LEASE RENWL	R	8/28/2020		79.90CR	072691	
	I-RN20070078	LEASE RENWL	R	8/28/2020		125.40CR	072691	
	I-RN20070442	LEASE RENWL	R	8/28/2020		85.45CR	072691	
	I-RN20070443	LEASE RENWAL	R	8/28/2020		239.70CR	072691	877.80
034515	TIDY WHITIE'S LAUNDROMAT							
	I-24260	WASH/FOLD	R	8/28/2020		13.50CR	072692	13.50
032956	TLC GROUNDSKEEPING, INC.							
	I-17800	HERBICIDE GRANULAR 15LB	R	8/28/2020		39.90CR	072693	39.90
035989	TOTAH COMMUNICATIONS, INC							
	I-0000003446-AUG	911 SERVICE ELK COUNTY	R	8/28/2020		27.35CR	072694	
	I-0000003999-AUG	911 SERVICE HAVANA	R	8/28/2020		27.35CR	072694	54.70
024530	TRI-STATE ELECTRIC SUPPLY							
	I-1122-400166	OCTRON FLUOR LAMP/FUSE	R	8/28/2020		251.99CR	072695	251.99
037344	TXSDU							
	I-W68202007223495	001324355715CS0446- J L WOOD	R	8/28/2020		148.15CR	072696	148.15
035684	TYLER TECHNOLOGIES, INC							
	I-045-310464	EXECUTIME-CLOUD TIME	R	8/28/2020		5,761.50CR	072697	5,761.50
035459	USD # 446							
	I-AUGUST 2020	USD#446 EDUCATIONAL SALES TAX	R	8/28/2020		179,593.72CR	072698	179,593.72

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037328	VERIZON CONNECT ACCOUNTS RECEIVABLE							
	I-OSV000002185090	MONTHLY SERVICE	R	8/28/2020		95.95CR	072699	95.95
036669	VICTOR L PHILLIPS							
	I-SWO006932-1	VEH REPAIR	R	8/28/2020		1,071.00CR	072700	1,071.00
026097	VOLZ WELDING AND MACHINE							
	I-13048	REPAIR RAILS AND FRONT BAR	R	8/28/2020		319.38CR	072701	
	I-13056	REPAIR SIDE BOOM MOWER AXLE	R	8/28/2020		873.50CR	072701	1,192.88
037258	WASHINGTON HISTORIC RESIDENCES, LLC							
	I-AUGUST-DRAKE	300 E MYRTLE #211 - L DRAKE	R	8/28/2020		323.00CR	072702	
	I-AUGUST-FRANKLIN	300 E MYRTLE #209 - D FRANKLIN	R	8/28/2020		212.00CR	072702	
	I-AUGUST-HANKS	300 E MYRTLE #101-SHARON HANKS	R	8/28/2020		283.00CR	072702	
	I-AUGUST-HENKE	300 E MYRTLE #106 - JODY HENKE	R	8/28/2020		414.00CR	072702	
	I-AUGUST-KEITH	300 E MYRTLE #102 - C KEITH	R	8/28/2020		138.00CR	072702	
	I-AUGUST-PAYNE III	300 E MYRTLE #105-C PAYNE III	R	8/28/2020		211.00CR	072702	
	I-AUGUST-TAYLOR	300 E MYRTLE #205 - T TAYLOR	R	8/28/2020		146.00CR	072702	1,727.00
027530	WOODS LUMBER COMPANY							
	I-401833	FEMALE ZN HOSE END	R	8/28/2020		8.49CR	072703	
	I-401999	DRAIN KING FOR BEAR POOL	R	8/28/2020		16.99CR	072703	
	I-402030	CONNECTOR	R	8/28/2020		8.94CR	072703	
	I-402567	BEAR EXHIBIT	R	8/28/2020		46.44CR	072703	
	I-402636	TRIMMER LINE	R	8/28/2020		14.99CR	072703	
	I-402760	PRE MIX CONCRETE	R	8/28/2020		21.25CR	072703	
	I-402823	GROUND CONTACT/CORRUGATED ECON	R	8/28/2020		372.83CR	072703	
	I-402827	SUPPLIES	R	8/28/2020		67.20CR	072703	
	I-403272	SCREW/DELF DRL SCREW	R	8/28/2020		70.98CR	072703	
	I-403312	NUTS/BOLTS/SCREWS	R	8/28/2020		28.41CR	072703	
	I-403328	CLAMPS/REDUCER	R	8/28/2020		16.47CR	072703	
	I-403419	NUTS/BOLTS/SCREW/	R	8/28/2020		64.31CR	072703	
	I-403421	SCREWS	R	8/28/2020		6.00CR	072703	
	I-403472	FOAMULAR 150/OSB STRAND	R	8/28/2020		910.33CR	072703	
	I-403475	POLY GARDEN CART	R	8/28/2020		59.99CR	072703	
	I-403783	WOODS LUMBER COMPANY	R	8/28/2020		45.31CR	072703	
	I-403984	NUTS/BOLTS/SCREWS	R	8/28/2020		28.47CR	072703	
	I-404188	CEILING FAN SWITCH	R	8/28/2020		7.49CR	072703	
	I-404197	SAFETY FENCE ORANGE	R	8/28/2020		41.99CR	072703	
	I-404713	UTILITY PUMP/DRAIN KIT	R	8/28/2020		101.98CR	072703	
	I-405097	SHARKBITE BALL/SHARK ADAPTER	R	8/28/2020		42.50CR	072703	
	I-405105	NUTS/BOLTS/SCREWS/SHARKBIT	R	8/28/2020		12.52CR	072703	
	I-405121	ZINC PISTOL NOZZLE/RUB HOSE	R	8/28/2020		11.48CR	072703	
	I-405227	BRASS HOSE MENDER/BULB	R	8/28/2020		13.48CR	072703	
	I-405588	NUTS/BOLTS/SCREWS	R	8/28/2020		5.58CR	072703	
	I-rent08042020	HAMMER/CONCRETE BIT RENTAL	R	8/28/2020		26.50CR	072703	2,050.92

PACKET: 24145 Regular Payments-08282020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
037362	WYOMING CHILD SUPPORT							
	I-W70202007223495	19KS-12DM09 234135 J WOOD	R	8/28/2020		207.69CR	072706	207.69
029045	ZOLL MEDICAL CORPORATION							
	I-3116285	MEDICAL SUPPLIES	R	8/28/2020		1,061.90CR	072707	1,061.90

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	122	0.00	345,822.91	345,822.91
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:	6	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:	128	0.00	345,822.91	345,822.91

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 24145 Regular Payments-08282020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

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

FUND	PERIOD	AMOUNT
01	8/2020	54,389.74CR
08	8/2020	54.70CR
11	8/2020	179,593.72CR
17	8/2020	31,468.50CR
19	8/2020	230.00CR
26	8/2020	1,625.00CR
31	8/2020	2,459.23CR
33	8/2020	29,966.93CR
37	8/2020	26,422.79CR
44	8/2020	2,000.00CR
49	8/2020	3,083.18CR
50	8/2020	53.14CR
51	8/2020	1,771.63CR
53	8/2020	5,726.55CR
56	8/2020	243.00CR
58	8/2020	6,734.80CR
<hr/>		
ALL		345,822.91CR

PACKET: 24146 EFT Payments-08282020 ORD 1869

VENDOR SET: 01

VENDOR SEQUENCE

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

01-033567 GALAXIE BUSINESS EQUIPME									
I 118610		ANTI VIRUS	AP		E	7/09/2020	3,446.00	3,446.00CR	
		G/L ACCOUNT					3,446.00		
	01	521-6490	OTHER PROFESSIONAL SERVICE			54.00	ANTI VIRUS PD		
	01	526-8690	CAPITAL OUTLAY			144.00	ANTI VIRUS FIRE/EMS		
	01	521-6490	OTHER PROFESSIONAL SERVICE			24.00	ANTI VIRUS PD		
	01	509-6493	GALAXIE BUSINESS			12.00	ANTI VIRUS CITY		
	01	521-6490	OTHER PROFESSIONAL SERVICE			374.50	ANTI VIRUS PD		
	01	509-6493	GALAXIE BUSINESS			237.50	ANTI VIRUS CITY		
	01	521-6490	OTHER PROFESSIONAL SERVICE			90.00	ANTI VIRUS PD		
	01	509-6493	GALAXIE BUSINESS			108.00	VEEAM BACK UP CITY		
	01	509-6493	GALAXIE BUSINESS			362.00	SONICWALL SUBSCRIPTION		
	33	563-6490	OTHER PROFESSIONAL SERVICE			92.25	WATER TREATMENT		
	01	526-8690	CAPITAL OUTLAY			19.25	WATER TREATMENT		
	53	501-6490	OTHER PROFESSIONAL SERVICE			92.25	SONICWALL FIRE BAY		
	53	501-6490	OTHER PROFESSIONAL SERVICE			19.25	SONICWALL PENN TERRACE		
	01	541-6490	OTHER PROFESSIONAL SERVICE			67.50	SONICWALL GARDEN HOUSE		
	01	547-6490	OTHER PROFESSIONAL SERVICE			63.00	SONICWALL MEMORIAL HALL		
	01	509-6493	GALAXIE BUSINESS			19.25	SONICWALL CITY HALL CONFERENCE		
	01	509-6493	GALAXIE BUSINESS			67.00	SONICWALL CITY HALL CONFERENCE		
	01	509-6493	GALAXIE BUSINESS			825.00	OFFICE 365 BUSN PREMIUM		
	01	509-6493	GALAXIE BUSINESS			313.50	OFFICE 365 EXCHANGE ONLINE		
	01	509-6493	GALAXIE BUSINESS			93.50	OFFICE 365 BUSN ESSENTIALS		
	53	501-6490	OTHER PROFESSIONAL SERVICE			15.00	OFFICE 365 BUSN PREMIUM HOUSIN		
	53	501-6490	OTHER PROFESSIONAL SERVICE			27.50	OFFICE 365 EXCHANGE ONLINE		
	01	509-6493	GALAXIE BUSINESS			74.25	OFFICE 365 ENCRYPTION		
	01	509-6493	GALAXIE BUSINESS			36.50	AUDIO CONFERENCING		
	01	509-6493	GALAXIE BUSINESS			160.00	AUVIK PERFORMANCE MONITORING		
	01	509-6493	GALAXIE BUSINESS			40.00	REMOTE WORKFORCE CONNECT-CITY		
	01	521-6490	OTHER PROFESSIONAL SERVICE			15.00	REMOTE WORKFORCE CONNECT-PD		
I 118611		DISPATCH	AP		E	7/09/2020	180.50	180.50CR	
		G/L ACCOUNT					180.50		
	08	501-8690	PROJECT COST			180.50	DISPATCH		
I 118913		US ROBOTICS FAX MODEM	AP		E	7/20/2020	65.00	65.00CR	
		G/L ACCOUNT					65.00		
	01	509-6493	GALAXIE BUSINESS			65.00	US ROBOTICS FAX MODEM		
I CW-9747		LASERFICHE	AP		E	7/01/2020	45.00	45.00CR	
		G/L ACCOUNT					45.00		
	01	509-6493	GALAXIE BUSINESS			45.00	LASERFICHE		
I CW-9750		ONSITE VISIT WITH PD	AP		E	7/08/2020	877.50	877.50CR	
		G/L ACCOUNT					877.50		
	01	521-6490	OTHER PROFESSIONAL SERVICE			877.50	ONSITE VISIT WITH PD		

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I CW-9751		CODE ENFORCEMENT G/L ACCOUNT 01 526-6490	AP		E	7/08/2020	90.00 90.00	90.00CR	
							90.00		OTHER PROFESSIONAL SERVICES CODE ENFORCEMENT
I CW-9760		MAINTENANCE G/L ACCOUNT 01 509-6493	AP		E	7/13/2020	652.50 652.50	652.50CR	
							652.50		GALAXIE BUSINESS MAINTENANCE
I CW-9761		TECHNICAL SERVICES G/L ACCOUNT 01 509-6493	AP		E	7/13/2020	90.00 90.00	90.00CR	
							90.00		GALAXIE BUSINESS TECHNICAL SERVICES
I CW-9762		GALAXIE BUSINESS EQUIPME G/L ACCOUNT 01 526-6490	AP		E	7/13/2020	67.50 67.50	67.50CR	
							67.50		OTHER PROFESSIONAL SERVICES GALAXIE BUSINESS EQUIPME
I CW-9766		EMAIL STORAGE G/L ACCOUNT 01 509-6493	AP		E	7/13/2020	24.64 24.64	24.64CR	
							24.64		GALAXIE BUSINESS EMAIL STORAGE
I CW-9767		MEMORIAL HALL G/L ACCOUNT 01 547-6490	AP		E	7/13/2020	427.50 427.50	427.50CR	
							427.50		OTHER PROFESSIONAL SERVICE MEMORIAL HALL
I CW-9769		FIREWORKS VIDEO G/L ACCOUNT 01 509-6493	AP		E	7/13/2020	292.50 292.50	292.50CR	
							292.50		GALAXIE BUSINESS FIREWORKS VIDEO
I CW-9770		PASSWORD G/L ACCOUNT 01 509-6493	AP		E	7/13/2020	90.00 90.00	90.00CR	
							90.00		GALAXIE BUSINESS PASSWORD
I CW-9771		LASERFICHE ISSUES G/L ACCOUNT 01 509-6493	AP		E	7/13/2020	90.00 90.00	90.00CR	
							90.00		GALAXIE BUSINESS LASERFICHE ISSUES
I CW-9777		DEREK BRYANT LASERFICHE G/L ACCOUNT 01 521-6490	AP		E	7/13/2020	45.00 45.00	45.00CR	
							45.00		OTHER PROFESSIONAL SERVICE DEREK BRYANT LASERFICHE
I CW-9782		TROUBLESHOOT WINDOWS MOBILE G/L ACCOUNT 01 509-6493	AP		E	7/13/2020	22.50 22.50	22.50CR	
							22.50		GALAXIE BUSINESS TROUBLESHOOT WINDOWS MOBILE DE
I CW-9795		REMOTE SET UP G/L ACCOUNT 01 509-6493	AP		E	7/13/2020	180.00 180.00	180.00CR	
							180.00		GALAXIE BUSINESS REMOTE SET UP

PACKET: 24146 EFT Payments-08282020 ORD 1869

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I CW-9801		CODE ENFORCEMENT PROJECT	AP		E	7/20/2020		360.00	360.00CR	
		G/L ACCOUNT						360.00		
	01	526-6490 OTHER PROFESSIONAL SERVICES					360.00	CODE ENFORCEMENT PROJECT		
I CW-9804		FACEBOOK-DISPATCH	AP		E	7/20/2020		90.00	90.00CR	
		G/L ACCOUNT						90.00		
	01	521-6490 OTHER PROFESSIONAL SERVICE					90.00	FACEBOOK-DISPATCH		
I CW-9805		TERRY L-OFFICE APPLICAITON	AP		E	7/20/2020		67.50	67.50CR	
		G/L ACCOUNT						67.50		
	33	563-6493 GALAXIE BUSINESS					67.50	TERRY L-OFFICE APPLICAITON		
I CW-9808		DAVID S-NETWORK DRIVES	AP		E	7/20/2020		45.00	45.00CR	
		G/L ACCOUNT						45.00		
	01	511-6490 OTHER PROFESSIONAL SERVICES					45.00	DAVID S-NETWORK DRIVES		
I CW-9813		INCODE CONFIGURATION	AP		E	7/20/2020		22.50	22.50CR	
		G/L ACCOUNT						22.50		
	01	511-6490 OTHER PROFESSIONAL SERVICES					22.50	INCODE CONFIGURATION		
I CW-9817		WEBSITE LINK ISSUE	AP		E	7/22/2020		67.50	67.50CR	
		G/L ACCOUNT						67.50		
	01	509-6493 GALAXIE BUSINESS					67.50	WEBSITE LINK ISSUE		
I CW-9823		VIEW RECENT PHOTOS	AP		E	7/23/2020		135.00	135.00CR	
		G/L ACCOUNT						135.00		
	01	526-6490 OTHER PROFESSIONAL SERVICES					135.00	VIEW RECENT PHOTOS		
I CW-9827		PASSWORD RESET	AP		E	7/27/2020		157.50	157.50CR	
		G/L ACCOUNT						157.50		
	31	501-6490 OTHER PROFESSIONAL SERVICES					157.50	PASSWORD RESET		
I CW-9828		DISPATCH	AP		E	7/27/2020		135.00	135.00CR	
		G/L ACCOUNT						135.00		
	08	501-8690 PROJECT COST					135.00	DISPATCH		
I CW-9830		TOXILIZER IPD	AP		E	7/27/2020		112.50	112.50CR	
		G/L ACCOUNT						112.50		
	01	521-6490 OTHER PROFESSIONAL SERVICE					112.50	TOXILIZER IPD		
I CW-9831		DEPT CLERK	AP		E	7/27/2020		90.00	90.00CR	
		G/L ACCOUNT						90.00		
	01	511-6490 OTHER PROFESSIONAL SERVICES					90.00	DEPT CLERK		
I CW-9836		PENN TERRACE	AP		E	7/27/2020		45.00	45.00CR	
		G/L ACCOUNT						45.00		
	53	501-6490 OTHER PROFESSIONAL SERVICE					45.00	PENN TERRACE		

PACKET: 24146 EFT Payments-08282020 ORD 1869

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I CW-9837		PASSWORD RESET	AP		E	7/27/2020		45.00	45.00CR	
		G/L ACCOUNT						45.00		
	01	511-6490	OTHER PROFESSIONAL SERVICES				45.00	PASSWORD RESET		
I CW-9838		MEMORIAL HALL	AP		E	7/27/2020		45.00	45.00CR	
		G/L ACCOUNT						45.00		
	01	547-6490	OTHER PROFESSIONAL SERVICE				45.00	MEMORIAL HALL		
I CW-9851		LANA ROBINSON SET UP	AP		E	7/27/2020		22.50	22.50CR	
		G/L ACCOUNT						22.50		
	01	511-6490	OTHER PROFESSIONAL SERVICES				22.50	LANA ROBINSON SET UP		
I CW-9857		IPD	AP		E	7/27/2020		90.00	90.00CR	
		G/L ACCOUNT						90.00		
	01	509-6493	GALAXIE BUSINESS				90.00	IPD		
I CW-9861		DATABASE UPDATE WITH PARCEL	AP		E	7/30/2020		270.00	270.00CR	
		G/L ACCOUNT						270.00		
	01	526-6490	OTHER PROFESSIONAL SERVICES				270.00	DATABASE UPDATE WITH PARCELS		
I CW-9862		IPD	AP		E	7/30/2020		67.50	67.50CR	
		G/L ACCOUNT						67.50		
	08	501-8690	PROJECT COST				67.50	IPD		
I CW-9866		LASERFICHE	AP		E	7/30/2020		45.00	45.00CR	
		G/L ACCOUNT						45.00		
	01	509-6493	GALAXIE BUSINESS				45.00	LASERFICHE		
I CW-9867		IPD	AP		E	7/30/2020		45.00	45.00CR	
		G/L ACCOUNT						45.00		
	01	521-6490	OTHER PROFESSIONAL SERVICE				45.00	IPD		
			EFT					8,643.64	8,643.64CR	0.00
								8,643.64	0.00	

01-032041 KANSAS DEPARTMENT OF HEALTH

I 202008243511		PROJECT NO. C20 1915-01	AP		E	8/24/2020		97,966.48	97,966.48CR	
		G/L ACCOUNT						97,966.48		
	33	563-8728	LOAN # C20-1915-01				97,966.48	PROJECT NO. C20 1915-01		
I LOA		KPWSLF PROJECT NO. 2933	AP		E	8/24/2020		14,647.25	14,647.25CR	
		G/L ACCOUNT						14,647.25		
	33	563-8693	LOAN #2933 WTP UPGRADES				14,647.25	KPWSLF PROJECT NO. 2933		
			EFT					112,613.73	112,613.73CR	0.00
								112,613.73	0.00	

PACKET: 24146 EFT Payments-08282020 ORD 1869

VENDOR SET: 01

REPORT TOTALS

FUND DISTRIBUTION

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	7,744.39CR
08	E-911 - NEW	383.00CR
31	AIRPORT	157.50CR
33	WATER/SEWER	112,773.48CR
53	HOUSING/PENN TERRACE	199.00CR
** TOTALS **		121,257.37CR

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

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS		0.00	0.00	0.00
		0.00	0.00	
EFT		121,257.37	121,257.37CR	0.00
		121,257.37	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS		121,257.37	121,257.37CR	0.00
		121,257.37	0.00	

TOTAL CHECKS TO PRINT: 0

ERRORS: 0 WARNINGS: 0

ORDINANCE NO. D – 2007

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 27th day of August 2020.

_____ Mayor

Attest: _____ City Clerk

Ordinance # D – 2007
\$297,744.71

PACKET: 24135 07312020 DRAFT ORD #2007

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-002112 ADVANCE INSURANCE COMPANY						
I-JULY2020	7/31/2020	ADVANCE INSURANCE COMPANY	561.66			
	AP	DRAFT DISC: 7/31/2020		1099: N		
		ADVANCE INSURANCE COMPANY		01 501-5510	HEALTH INSURANC	6.00
		ADVANCE INSURANCE COMPANY		01 502-5510	HEALTH INSURANC	3.00
		ADVANCE INSURANCE COMPANY		01 511-5510	HEALTH INSURANC	13.96
		ADVANCE INSURANCE COMPANY		01 521-5510	HEALTH INSURANC	75.00
		ADVANCE INSURANCE COMPANY		01 522-5510	HEALTH INSURANC	3.00
		ADVANCE INSURANCE COMPANY		01 526-5510	HEALTH INSURANC	66.00
		ADVANCE INSURANCE COMPANY		01 533-5510	HEALTH INSURANC	21.00
		ADVANCE INSURANCE COMPANY		01 541-5510	HEALTH INSURANC	15.00
		ADVANCE INSURANCE COMPANY		01 542-5510	HEALTH INSURANC	15.00
		ADVANCE INSURANCE COMPANY		01 545-5510	HEALTH INSURANC	6.00
		ADVANCE INSURANCE COMPANY		01 547-5510	HEALTH INSURANC	6.00
		ADVANCE INSURANCE COMPANY		01 548-5510	HEALTH INSURANC	3.00
		ADVANCE INSURANCE COMPANY		31 501-5510	HEALTH INSURANC	6.00
		ADVANCE INSURANCE COMPANY		33 561-5510	HEALTH INSURANC	24.00
		ADVANCE INSURANCE COMPANY		33 562-5510	HEALTH INSURANC	21.00
		ADVANCE INSURANCE COMPANY		33 563-5510	HEALTH INSURANC	3.00
		ADVANCE INSURANCE COMPANY		33 564-5510	HEALTH INSURANC	9.00
		ADVANCE INSURANCE COMPANY		33 565-5510	HEALTH INSURANC	3.00
		ADVANCE INSURANCE COMPANY		37 501-5510	HEALTH INSURANC	18.00
		ADVANCE INSURANCE COMPANY		53 501-5510	HEALTH INSURANC	21.00
		ADVANCE INSURANCE COMPANY		01 2630	HEALTH INSURANC	135.29
		ADVANCE INSURANCE COMPANY		33 2630	HEALTH INSURANC	27.07
		ADVANCE INSURANCE COMPANY		37 2630	HEALTH INSURANC	6.93
		ADVANCE INSURANCE COMPANY		53 2630	HEALTH INSURANC	54.41
		== VENDOR TOTALS ==	561.66			

01-033052 ATMOS ENERGY

I-JULY2020	7/31/2020	ATMOS ENERGY	3,917.22			
	AP	DRAFT DISC: 7/31/2020		1099: N		
		BLDG D		01 548-6110	GAS	1,656.98
		498 FREEDOM DR		31 501-6110	GAS	48.31
		436 A ST		31 501-6110	GAS	43.08
		100 FREEDOM DR		31 501-6110	GAS	42.50
		129 S 19TH ST		64 501-6110	GAS	54.23
		3317 CR 3600		31 501-6110	GAS	45.88
		128 S 21ST ST		37 501-6110	GAS	48.28
		900 N 9TH ST		01 533-6110	GAS	61.70
		500 W RAILROAD ST		33 562-6110	GAS	51.94
		401 S PENN AVE		53 501-6110	GAS	399.17
		700 N CR 4100 ST		33 564-6110	GAS	624.81
		1005 E CEDAR ST		49 501-6110	GAS	22.31
		916 E CEDAR ST		56 501-6110	GAS	49.71
		915 E EDISON ST		56 501-6110	GAS	36.31
		912 COFFEYVILLE AVE		56 501-6110	GAS	36.31
		920 E CEDAR ST		56 501-6110	GAS	43.61
		900 W MYRTLE ST		01 526-6110	GAS	48.87

PACKET: 24135 07312020 DRAFT ORD #2007

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-033052	ATMOS ENERGY	(** CONTINUED **)				
	1901	BRADLEY CT		51 501-6110	GAS	22.31
	408	1/2 S 8TH ST		57 501-6110	GAS	20.42
	1412	N 5TH ST		01 541-6110	GAS	71.42
	520	E OAK ST		33 561-6110	GAS	48.67
	1736	N 5TH ST		01 541-6110	GAS	46.94
	1822	WELLS DR		01 541-6110	GAS	44.62
		MEMORIAL HALL		01 547-6110	GAS	348.84
== VENDOR TOTALS ==				3,917.22		

01-003431 BLUE CROSS/BLUE SHIELD OF

I-JULY2020	7/31/2020	BCBS HEALTH INSURANCE	74,180.83			
	AP	DRAFT	DISC: 7/31/2020	1099: N		
		HEALTH INSURANCE		01 501-5510	HEALTH INSURANC	737.74
		HEALTH INSURANCE		01 502-5510	HEALTH INSURANC	371.84
		HEALTH INSURANCE		01 511-5510	HEALTH INSURANC	1,692.28
		HEALTH INSURANCE		01 521-5510	HEALTH INSURANC	14,982.93
		HEALTH INSURANCE		01 522-5510	HEALTH INSURANC	963.89
		HEALTH INSURANCE		01 526-5510	HEALTH INSURANC	12,890.57
		HEALTH INSURANCE		01 533-5510	HEALTH INSURANC	1,850.29
		HEALTH INSURANCE		01 541-5510	HEALTH INSURANC	1,704.60
		HEALTH INSURANCE		01 542-5510	HEALTH INSURANC	2,667.06
		HEALTH INSURANCE		01 545-5510	HEALTH INSURANC	1,918.43
		HEALTH INSURANCE		01 547-5510	HEALTH INSURANC	737.74
		HEALTH INSURANCE		01 548-5510	HEALTH INSURANC	368.87
		HEALTH INSURANCE		31 501-5510	HEALTH INSURANC	4,122.30
		HEALTH INSURANCE		33 562-5510	HEALTH INSURANC	3,414.76
		HEALTH INSURANCE		33 563-5510	HEALTH INSURANC	954.54
		HEALTH INSURANCE		33 564-5510	HEALTH INSURANC	1,692.28
		HEALTH INSURANCE		33 565-5510	HEALTH INSURANC	371.84
		HEALTH INSURANCE		37 501-5510	HEALTH INSURANC	2,288.84
		HEALTH INSURANCE		53 501-5510	HEALTH INSURANC	4,108.01
		HEALTH INSURANCE		01 2630	HEALTH INSURANC	10,095.12
		HEALTH INSURANCE		31 2630	HEALTH INSURANC	94.80
		HEALTH INSURANCE		33 2630	HEALTH INSURANC	2,367.44
		HEALTH INSURANCE		37 2630	HEALTH INSURANC	637.88
		HEALTH INSURANCE		53 2630	HEALTH INSURANC	773.34
		HEALTH INSURANCE		26 2570	HEALTH INSURANC	1,635.70
		HEALTH INSURANCE		31 501-5510	HEALTH INSURANC	737.74
== VENDOR TOTALS ==				74,180.83		

PACKET: 24135 07312020 DRAFT ORD #2007
 VENDOR SET: 01 City of Independence+
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-035825 COMMUNITY NATIONAL BANK						
I-JULY2020	7/31/2020	COMMUNITY NATIONAL BANK	192.49			
	AP	DRAFT DISC: 7/31/2020		1099: N		
		COMMUNITY NATIONAL BANK		01 542-7940	CONCESSION STAN	192.49
== VENDOR TOTALS ==			192.49			
01-037240 CONSTELLATION NEWENERGY - GAS						
I-2932740	7/31/2020	CONSTELLATION NEWENERGY - GAS	2,017.60			
	AP	DRAFT DISC: 7/31/2020		1099: N		
		MEMORIAL HALL		01 547-6110	GAS	290.61
		BLDG D		01 548-6110	GAS	1,726.99
== VENDOR TOTALS ==			2,017.60			
01-037198 ELAVON						
I-JULY CC FEES	7/31/2020	ELAVON	2,821.97			
	AP	DRAFT DISC: 7/31/2020		1099: N		
		CITY OF INDY MISC		01 501-6490	OTHER PROFESSIO	156.04
		CITY OF INDY COURT		01 501-6490	OTHER PROFESSIO	54.13
		CITY OF INDY UTILITY		33 563-6490	OTHER PROFESSIO	248.30
		CITY OF INDY UTILITY		33 563-6490	OTHER PROFESSIO	241.04
		CITY OF INDY UTILITY		33 563-6490	OTHER PROFESSIO	2,122.46
== VENDOR TOTALS ==			2,821.97			
01-032855 EVERGY						
I-JULY2020	7/31/2020	EVERGY- ELECTRIC BILL	49,886.77			
	AP	DRAFT DISC: 7/31/2020		1099: N		
		1901 BRADLEY CT		51 501-8690	OTHER PROJECTS	28.13
		400 S PENN AVE		51 501-6100	ELECTRIC	20.50
		408 S 8TH ST		57 501-6100	ELECTRICITY	20.04
		300 E OAK FOUNTAIN SAL		01 541-6100	ELECTRICITY	251.03
		520 E OAK WATER PLANT PAD		33 561-6100	ELECTRICITY	9,136.58
		2120 E MAIN ST		01 509-6100	ELECTRICITY	22.73
		WALD SEWER LIFT		33 564-6100	ELECTRICITY	1,100.13
		951 S CEMENT		33 564-6100	ELECTRICITY	6,288.97
		121 E RAILROAD- SKATE PARK		01 541-6100	ELECTRICITY	23.87
		921 HACKNEY WATER TOWER AVE		33 561-6100	ELECTRICITY	36.06
		204 W RAILROAD POLE POLE		01 533-6100	ELECTRICITY	109.35
		816 W MYRTLE SAL		01 548-6100	ELECTRICITY	182.33
		605 N 15TH ST SIREN		01 534-6100	ELECTRICITY	26.00
		STREET LIGHTS		01 534-6100	ELECTRICITY	13,284.55
		922 COFFEYVILLE AVE B		49 501-6100	ELECTRICITY	23.11
		1005 E CEDAR ST		49 501-6100	ELECTRICITY	23.20
		3600-WEST		31 501-6100	ELECTRICITY	363.95
		129 S 19TH ST		64 501-6100	ELECTRICITY	97.22
		800 W MYRTLE ST CEP		01 548-6100	ELECTRICITY	10,177.86

PACKET: 24135 07312020 DRAFT ORD #2007

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-032855	EVERGY	(** CONTINUED **)				
		401 N 10TH ST		01 534-6100	ELECTRICITY	39.25
		800 W MYRLTE SAL		01 548-6100	ELECTRICITY	8,553.15
		113 N 6TH ST SIREN		01 534-6100	ELECTRICITY	25.25
		108 E CHESTNUT ST		01 547-6100	ELECTRICITY	26.54
		106 E CHESTNUJT		01 547-6100	ELECTRICITY	26.97
		== VENDOR TOTALS ==	49,886.77			
01-037209	FIRST NATIONAL BANK OF OMAHA					
I-JULY2020	7/31/2020	FIRST NATIONAL BANK OF OMAHA	43,197.99			
	AP	DRAFT DISC: 7/31/2020		1099: N		
		FIRST NATIONAL BANK OF OMAHA		99 2550	DUE TO FNB OMAH	43,197.99
		== VENDOR TOTALS ==	43,197.99			
01-013110	KANSAS DEPARTMENT OF					
C-JULY2020	7/31/2020	KANSAS DEPARTMENT OF	705.93CR			
	AP	DRAFT DISC: 7/31/2020		1099: N		
		KANSAS DEPARTMENT OF		33 563-6290	OTHER TAXES	705.93CR
I-JULY2020	7/31/2020	KANSAS DEPARTMENT OF	3,275.83			
	AP	DRAFT DISC: 7/31/2020		1099: N		
		SALES TAX		31 2010	CITY SALES TAX	125.01
		SALES TAX		31 2030	SALES TAX PAYAB	270.81
		SALES TAX		33 2130	STATE SALES TAX	2,831.23
		SALES TAX		31 501-6290	OTHER TAXES	48.78
		== VENDOR TOTALS ==	2,569.90			
01-013165	KANSAS EMPLOYMENT SECURIT					
I-JULY2020	7/31/2020	KANSAS EMPLOYMENT SECURIT	1,347.23			
	AP	DRAFT DISC: 7/31/2020		1099: N		
		KANSAS EMPLOYMENT SECURIT		26 501-5610	UNEMPLOYMENT IN	956.92
		KANSAS EMPLOYMENT SECURIT		31 501-5610	UNEMPLOYMENT INS	20.80
		KANSAS EMPLOYMENT SECURIT		33 561-5610	UNEMPLOYMENT IN	93.81
		KANSAS EMPLOYMENT SECURIT		33 562-5610	UNEMPLOYMENT IN	53.93
		KANSAS EMPLOYMENT SECURIT		33 563-5610	UNEMPLOYMENT IN	19.44
		KANSAS EMPLOYMENT SECURIT		33 564-5610	UNEMPLOYMENT IN	36.49
		KANSAS EMPLOYMENT SECURIT		33 565-5610	UNEMPLOYMENT IN	12.39
		KANSAS EMPLOYMENT SECURIT		37 501-5610	UNEMPLOYMENT IN	70.01
		KANSAS EMPLOYMENT SECURIT		53 501-5610	UNEMPLOYMENT IN	83.44
		== VENDOR TOTALS ==	1,347.23			

PACKET: 24135 07312020 DRAFT ORD #2007

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
<hr/>						
01-037182	SPARKLIGHT BUSINESS					
I-JULY2020	7/31/2020	SPARKLIGHT BUSINESS	2,160.56			
	AP	DRAFT DISC: 7/31/2020		1099: N		
		320 W RAILROAD ST		33 563-6031	INTERNET	93.94
		522 E OAK ST		33 563-6031	INTERNET	119.49
		128 S 21ST ST		37 501-6031	INTERNET	231.06
		MEMORIAL HALL		01 547-6031	INTERNET	306.93
		811 W LAUREL ST		01 548-6031	INTERENT	489.43
		1736 N 5TH ST		01 541-6490	OTHER PROFESSIO	103.93
		1700 N PENNSYLVANIA AVE		01 545-6490	OTHER PROFESSIO	146.48
		200 W RAILROAD ST		01 509-6031	INTERNET	224.81
		128 S 21ST ST		37 501-6031	INTERNET	231.06
		522 E OAK ST		33 563-6031	INTERNET	119.49
		320 W RAILRAOD ST		33 563-6031	INTERNET	93.94
		== VENDOR TOTALS ==	2,160.56			
<hr/>						
01-032034	VALNET TELECOMMUNICATIONS					
I-860478	7/31/2020	VALNET TELECOMMUNICATIONS	108.22			
	AP	DRAFT DISC: 7/31/2020		1099: N		
		VALNET TELECOMMUNICATIONS		31 501-6031	INTERNET	54.11
		VALNET TELECOMMUNICATIONS		33 563-6031	INTERNET	54.11
		== VENDOR TOTALS ==	108.22			
		== PACKET TOTALS ==	182,962.44			

PACKET: 24135 07312020 DRAFT ORD #2007

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

**** T O T A L S ****

INVOICE TOTALS	183,668.37
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	705.93CR

BATCH TOTALS	182,962.44
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**** G/L ACCOUNT TOTALS ****

BANK	YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM		GROUP BUDGET	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2020		01 -2000	DUE TO POOLED CASH	90,069.70-*				
		01 -2630	HEALTH INSURANCE	10,230.41				
		01 -501-5510	HEALTH INSURANCE	743.74	32,810	28,524.88		
		01 -501-6490	OTHER PROFESSIONAL SERVI	210.17	30,000	28,753.32		
		01 -502-5510	HEALTH INSURANCE	374.84	16,033	8,626.62		
		01 -509-6031	INTERNET	224.81	8,000	7,109.23		
		01 -509-6100	ELECTRICITY	22.73	0	143.22- Y		
		01 -511-5510	HEALTH INSURANCE	1,706.24	41,038	26,860.10	389,283	153,307.72
		01 -521-5510	HEALTH INSURANCE	15,057.93	201,264	89,940.37		
		01 -522-5510	HEALTH INSURANCE	966.89	11,685	4,916.77		
		01 -526-5510	HEALTH INSURANCE	12,956.57	141,646	44,562.21		
		01 -526-6110	GAS	48.87	1,500	859.35		
		01 -533-5510	HEALTH INSURANCE	1,871.29	30,586	18,989.45		
		01 -533-6100	ELECTRICITY	109.35	185,000	175,632.71		
		01 -533-6110	GAS	61.70	4,500	2,651.33		
		01 -534-6100	ELECTRICITY	13,375.05	0	79,385.87- Y		
		01 -541-5510	HEALTH INSURANCE	1,719.60	32,201	20,175.80		
		01 -541-6100	ELECTRICITY	274.90	60,000	30,315.98		
		01 -541-6110	GAS	162.98	10,500	7,469.45		
		01 -541-6490	OTHER PROFESSIONAL SERVI	103.93	5,000	2,709.79		
		01 -542-5510	HEALTH INSURANCE	2,682.06	0	18,774.42- Y		
		01 -542-7940	CONCESSION STAND EXPENSE	192.49	12,700	10,563.05		
		01 -545-5510	HEALTH INSURANCE	1,924.43	11,685	1,786.01- Y		
		01 -545-6490	OTHER PROFESSIONAL SERVI	146.48	1,500	162.32		
		01 -547-5510	HEALTH INSURANCE	743.74	8,870	3,663.82		
		01 -547-6031	INTERNET	306.93	7,000	4,276.40		
		01 -547-6100	ELECTRICITY	53.51	75,000	41,543.31		
		01 -547-6110	GAS	639.45	17,000	12,307.30		
		01 -548-5510	HEALTH INSURANCE	371.87	4,435	1,831.91		
		01 -548-6031	INTERENT	489.43	0	3,360.91- Y		
		01 -548-6100	ELECTRICITY	18,913.34	215,000	133,535.37		
		01 -548-6110	GAS	3,383.97	68,500	50,528.74		
		26 -2000	DUE TO POOLED CASH	2,592.62-*				
		26 -2570	HEALTH INSURANCE	1,635.70				
		26 -501-5610	UNEMPLOYMENT INSURANCE	956.92	10,000	8,217.77		
		31 -2000	DUE TO POOLED CASH	6,024.07-*				

PACKET: 24135 07312020 DRAFT ORD #2007

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION	
** G/L ACCOUNT TOTALS **							
BANK YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
31	-2010	CITY SALES TAX PAYABLE	125.01				
31	-2030	SALES TAX PAYABLE	270.81				
31	-2630	HEALTH INSURANCE	94.80				
31	-501-5510	HEALTH INSURANCE	4,866.04	11,308	3,467.00		
31	-501-5610	UNEMPLOYMENT INSURANCE	20.80	356	321.54		
31	-501-6031	INTERNET	54.11	700	431.95		
31	-501-6100	ELECTRICITY	363.95	14,000	8,245.37		
31	-501-6110	GAS	179.77	7,700	6,154.89		
31	-501-6290	OTHER TAXES	48.78	7,801	305.58- Y		
33	-2000	DUE TO POOLED CASH	31,609.22-*				
33	-2130	STATE SALES TAX PAYABLE	2,831.23				
33	-2630	HEALTH INSURANCE	2,394.51				
33	-561-5510	HEALTH INSURANCE	24.00	49,755	24,853.20		
33	-561-5610	UNEMPLOYMENT INSURANCE	93.81	1,793	1,616.33		
33	-561-6100	ELECTRICITY	9,172.64	115,500	60,135.15		
33	-561-6110	GAS	48.67	8,000	4,186.60		
33	-562-5510	HEALTH INSURANCE	3,435.76	71,844	48,183.14		
33	-562-5610	UNEMPLOYMENT INSURANCE	53.93	1,278	1,179.22		
33	-562-6110	GAS	51.94	2,500	2,023.12		
33	-563-5510	HEALTH INSURANCE	957.54	11,572	4,869.22		
33	-563-5610	UNEMPLOYMENT INSURANCE	19.44	365	329.00		
33	-563-6031	INTERNET	480.97	2,500	951.14		
33	-563-6290	OTHER TAXES	705.93-	28,700	20,568.23		
33	-563-6490	OTHER PROFESSIONAL SERVI	2,611.80	30,000	9,594.88		
33	-564-5510	HEALTH INSURANCE	1,701.28	13,305	280.43		
33	-564-5610	UNEMPLOYMENT INSURANCE	36.49	801	727.44		
33	-564-6100	ELECTRICITY	7,389.10	188,000	97,681.73		
33	-564-6110	GAS	624.81	10,000	6,538.45		
33	-565-5510	HEALTH INSURANCE	374.84	9,102	6,478.12		
33	-565-5610	UNEMPLOYMENT INSURANCE	12.39	352	329.06		
37	-2000	DUE TO POOLED CASH	3,532.06-*				
37	-2630	HEALTH INSURANCE	644.81				
37	-501-5510	HEALTH INSURANCE	2,306.84	55,510	42,223.78		
37	-501-5610	UNEMPLOYMENT INSURANCE	70.01	1,399	1,264.42		
37	-501-6031	INTERNET	462.12	2,450	1,347.40		
37	-501-6110	GAS	48.28	2,500	1,064.23		
49	-2000	DUE TO POOLED CASH	68.62-*				
49	-501-6100	ELECTRICITY	46.31	1,000	842.69		
49	-501-6110	GAS	22.31	500	380.95		
51	-2000	DUE TO POOLED CASH	70.94-*				
51	-501-6100	ELECTRIC	20.50	0	214.65- Y		
51	-501-6110	GAS	22.31	0	212.17- Y		

PACKET: 24135 07312020 DRAFT ORD #2007

VENDOR SET: 01 City of Independence+

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE		GROSS	P.O. #			
	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT		--ACCOUNT NAME--	DISTRIBUTION
** G/L ACCOUNT TOTALS **							
BANK YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET
							BUDGET OVER AVAILABLE BUDG
51	-501-8690	OTHER PROJECTS	28.13			670.76	
53	-2000	DUE TO POOLED CASH	5,439.37-*				
53	-2630	HEALTH INSURANCE	827.75				
53	-501-5510	HEALTH INSURANCE	4,129.01	53,000	25,062.39		
53	-501-5610	UNEMPLOYMENT INSURANCE	83.44	1,500	1,345.94		
53	-501-6110	GAS	399.17	8,000	5,802.22		
56	-2000	DUE TO POOLED CASH	165.94-*				
56	-501-6110	GAS	165.94	3,000	1,692.94		
57	-2000	DUE TO POOLED CASH	40.46-*				
57	-501-6100	ELECTRICITY	20.04	0	59.60- Y		
57	-501-6110	GAS	20.42	0	198.66- Y		
64	-2000	DUE TO POOLED CASH	151.45-*				
64	-501-6100	ELECTRICITY	97.22	0	715.28- Y		
64	-501-6110	GAS	54.23	0	279.61- Y		
99	-1600	DUE FROM OTHER FUNDS	139,764.45 *				
99	-2550	DUE TO FNB OMAHA - CC	43,197.99				
** 2020 YEAR TOTALS			182,962.44				

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

** END OF REPORT **

PACKET: 24135 07312020 DRAFT ORD #2007

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

BANK: AP Community National Bank

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
002112		ADVANCE INSURANCE COMPANY						
							**ERR-DATE	
							CHECK DATE < ITEM DATE	
	I-JULY2020	ADVANCE INSURANCE COMPANY	D	0/00/0000		561.66	000000	561.66
003431		BLUE CROSS/BLUE SHIELD OF						
							**ERR-DATE	
							CHECK DATE < ITEM DATE	
	I-JULY2020	BCBS HEALTH INSURANCE	D	0/00/0000		74,180.83	000000	74,180.83
013110		KANSAS DEPARTMENT OF						
							**ERR-DATE	
							CHECK DATE < ITEM DATE	
	C-JULY2020	KANSAS DEPARTMENT OF	D	0/00/0000		705.93CR	000000	
							**ERR-DATE	
							CHECK DATE < ITEM DATE	
	I-JULY2020	KANSAS DEPARTMENT OF	D	0/00/0000		3,275.83	000000	2,569.90
013165		KANSAS EMPLOYMENT SECURIT						
							**ERR-DATE	
							CHECK DATE < ITEM DATE	
	I-JULY2020	KANSAS EMPLOYMENT SECURIT	D	0/00/0000		1,347.23	000000	1,347.23
032034		VALNET TELECOMMUNICATIONS						
							**ERR-DATE	
							CHECK DATE < ITEM DATE	
	I-860478	VALNET TELECOMMUNICATIONS	D	0/00/0000		108.22	000000	108.22
032855		EVERGY						
							**ERR-DATE	
							CHECK DATE < ITEM DATE	
	I-JULY2020	EVERGY- ELECTRIC BILL	D	0/00/0000		49,886.77	000000	49,886.77
033052		ATMOS ENERGY						
							**ERR-DATE	
							CHECK DATE < ITEM DATE	
	I-JULY2020	ATMOS ENERGY	D	0/00/0000		3,917.22	000000	3,917.22
035825		COMMUNITY NATIONAL BANK						
							**ERR-DATE	
							CHECK DATE < ITEM DATE	
	I-JULY2020	COMMUNITY NATIONAL BANK	D	0/00/0000		192.49	000000	192.49

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
037182		SPARKLIGHT BUSINESS						
							**ERR-DATE	
							CHECK DATE < ITEM DATE	
	I-JULY2020	SPARKLIGHT BUSINESS	D	0/00/0000		2,160.56	000000	2,160.56
037198		ELAVON						
							**ERR-DATE	
							CHECK DATE < ITEM DATE	
	I-JULY CC FEES	ELAVON	D	0/00/0000		2,821.97	000000	2,821.97
037209		FIRST NATIONAL BANK OF OMAHA						
							**ERR-DATE	
							CHECK DATE < ITEM DATE	
	I-JULY2020	FIRST NATIONAL BANK OF OMAHA	D	0/00/0000		43,197.99	000000	43,197.99
037240		CONSTELLATION NEWENERGY - GAS D						
							**ERR-DATE	
							CHECK DATE < ITEM DATE	
	I-2932740	CONSTELLATION NEWENERGY - GAS	D	0/00/0000		2,017.60	000000	2,017.60

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	12	0.00	182,962.44	182,962.44
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:	12	0.00	182,962.44	182,962.44

PACKET: 24135 07312020 DRAFT ORD #2007

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

BANK: ALL

*** REGISTER GRAND TOTALS ***

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	12	0.00	182,962.44	182,962.44
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:	12	0.00	182,962.44	182,962.44

*** POSTING PERIOD RECAP ***

FUND	PERIOD	AMOUNT
01	0/0000	90,069.70CR
26	0/0000	2,592.62CR
31	0/0000	6,024.07CR
33	0/0000	31,609.22CR
37	0/0000	3,532.06CR
49	0/0000	68.62CR
51	0/0000	70.94CR
53	0/0000	5,439.37CR
56	0/0000	165.94CR
57	0/0000	40.46CR
64	0/0000	151.45CR
99	0/0000	43,197.99CR
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CHECK #	VENDOR	NAME	PAGE	ERROR MESSAGE	NOTES
000000	01-002112	ADVANCE INSURANCE COMPANY	1	**ERR-CHECK DATE	
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000000	01-033052	ATMOS ENERGY	1	CHECK DATE < ITEM DATE	
000000	01-035825	COMMUNITY NATIONAL BANK	1	**ERR-CHECK DATE	
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000000	01-037240	CONSTELLATION NEWENERGY - GA	2	**ERR-CHECK DATE	
000000	01-037240	CONSTELLATION NEWENERGY - GA	2	CHECK DATE < ITEM DATE	

TOTAL ERRORS: 13 TOTAL WARNINGS: 13

ORDINANCE NO. P – 1842

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 27TH day of August 2020.

_____ Mayor

Attest: _____ City Clerk

Ordinance # P – 1842

\$ 137,127.11

ORDINANCE NO. P – 1843

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 27TH day of August 2020.

_____ Mayor

Attest: _____ City Clerk

Ordinance # P – 1843

\$ 135,919.54

Minutes of the Independence City Commission's May 5, 2020 Special Meeting

The Independence City Commission met for a special meeting on May 5, 2020 at 3:30 P.M. at the Civic Center of the Memorial Hall. Mayor Leonhard Caflisch, Commissioner Louis Ysusi and Commissioner Dean Hayse were present. Others present included:

City Staff

Kelly Passauer, Assistant City Manager/Zoning Administrator
David Schwenker, City Clerk/City Treasurer
David Cowan, Director of Safety/ADA Coordinator
Brian McHugh, Memorial Hall Supervisor
Lacey Lies, Director of Finance
Jerry Harrison, Police Chief
April Nutt, Director of Housing Authority

Visitors

Larry McHugh
Chuck Goad
Wayne Stephany
Tony Royse
Jim Correll
Lori Kelley
Jason Curtis
Tabatha Snodgrass
Lisa Wilson
Paul Yaroslaski by phone
Trisha Purdon by phone

I. SPECIAL SESSION

A. Call to Order

Mayor Caflisch called the meeting to order.

II. WORKSESSION

A. Worksession with the Economic Development Advisory Board to redefine and clarify future grant criteria.

1. Economic Development Advisory Board Call to Order

Chairmen Goad called the Economic Development Advisory Board to order.

2. Review recent grant and identify opportunities to redefine and clarify criteria in preparation for future grants if funds are available.

Minutes of the Independence City Commission's May 5, 2020 Special Meeting

Discussion ensued on how successful the program was and discussed ways to make it better

3. Goals

- a. Ensure money is reinvested locally.
- b. Ensure funds are distributed to those with the greatest need.

4. Steps

- a. Determine funding source and amount of future grants, i.e. one size fits all, or varied grant amounts based on need.
- b. Subdivide and determine targeted sectors, i.e. retail, restaurants, hotels/motels, general services, professional services, manufacturing, non-profits, service clubs, etc.

Discussion

- c. Review application guidelines and documentation required to ensure targets and goals are met; i.e. limit eligibility to targeted sectors, brick and mortar (own and/or lease), local ownership (define local), current City license, hours of operation (define minimum), number of employees and/or total payroll (define minimums), provide previous year and current year sales information by quarters to validate level of negative impact, etc.
- d. Determine application timeline.
- e. Determine communication plan to ensure targeted sectors are reached. Ensure those making personal contacts understand the grant guidelines and are not reaching out to ineligible businesses.
- f. Determine application review process that verifies need and local reinvestment.
- g. Determine final approval process to release funds.

5. Economic Development Advisory Board Adjournment

Chairman Goad asked for a motion to adjourn the Economic Development Advisory Board.

On the motion of Wayne Stephany, seconded by Lori Kelley the Economic Development Advisory Board adjourned the meeting.

Mayor Caflich asked for a recess to give the Economic Development Advisory Board time to leave the room.

Minutes of the Independence City Commission's May 5, 2020 Special Meeting

Mayor Caflisch called the meeting back to order.

III. ITEMS FOR COMMISSION ACTION

- A. Consider relocating the Farmer's Market to the parking lot at the southeast corner of Chestnut and 8th Street.

On February 27, 2020, the Commission approved blocking the 100 block of West Myrtle Street every Saturday from 7 AM to 11 AM from May through August of 2020 for the Independence Farmers Market. With the guidance from the Governor regarding social distancing, we would like to relocate the Farmer's Market to the parking lot behind Ane Mae's located at the Southeast corner of Chestnut and 8th Street. The area for staging the Farmers Market would also include the vacant lot on 8th Street adjoining the parking lot. The anticipated starting date is Saturday, May 16, 2020.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission approved to relocate the Farmer's Market to the parking lot at the southeast corner of Chestnut and 8th Street.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- B. Consider reopening plan for City services and facilities that were disrupted during the COVID-19 Pandemic.

Acting City Manager Passauer reviewed the City's reopening plan.

Acting City Manager Passauer reported that she forgot to add an item to the agenda that would allow signs for the Farmer's Market to be placed in the right of way.

Motion:

On the motion of Mayor Caflisch, seconded by Commissioner Ysusi the Commission authorized the Farmer's Market to place informational and directional signs in the right of way for the weekly Farmer's Market.

Aye: Ysusi, Caflisch, Hayse

Nay: None

IV. ADJOURNMENT

Minutes of the Independence City Commission's May 5, 2020 Special Meeting

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 May 11, 2020 Special Meeting

The Independence City Commission met for a special meeting on May 11, 2020 at 11:00 A.M. at the Civic Center of the Memorial Hall. Commissioner Louis Ysusi and Commissioner Dean Hayse were present. Mayor Leonhard Caflisch attended by phone. Others present included:

City Staff

Kelly Passauer, Assistant City Manager/Zoning Administrator
David Schwenker, City Clerk/City Treasurer
David Cowan, Director of Safety/ADA Coordinator
Brian McHugh, Memorial Hall Supervisor
Lacey Lies, Director of Finance
Barry Beurskens, Memorial Hall Maintenance

Visitors

Larry McHugh

I. SPECIAL SESSION

A. Call to Order

Vice Mayor Hayse called the meeting to order.

II. ITEMS FOR COMMISSION ACTION

A. Consider approving the submission of COVID-19 related grant opportunities in which the City's match does not exceed \$5,000 per grant.

City staff has come across numerous grant opportunities in response to COVID-19. Historically, staff has always presented grants to the Commission for formal approval before applying for each grant. Due to the fast pace environment and volume of potential grants, City staff is requesting authorization to submit these grants without coming to the Commission for formal approval through December 31, 2020.

Motion:

On the motion of Commissioner Ysusi, seconded by Mayor Caflisch the Commission authorized City Staff to submit COVID-19 related grants in which the City match does not exceed \$5,000 per grant through December 31, 2020.

Aye: Ysusi, Caflisch, Hayse

Nay: None

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

III. ADJOURNMENT

Motion:

Vice Mayor Hayse 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 May 14, 2020 Meeting

The Independence City Commission met for a regular meeting on May 14, 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
Lacey Lies, Director of Finance
Jerry Harrison, Police Chief
David Cowan, Director of Safety/ADA Coordinator
Brian McHugh, Memorial Hall Supervisor
Barb Beurskens, Park and Zoo Director by phone
Terry Lybarger, Director of Utilities

Visitors

Larry McHugh
Jeremy Hallett
Michael Borovetz
Melissa Borovetz
Patrick Conway
Michelle Conway
Tabatha Snodgrass
Lisa Wilson

I. REGULAR SESSION

A. Call to Order

Mayor Caflisch called the meeting to order.

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

Motion:

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

Aye: Ysusi, Caflisch, Hayse

Nay: None

II. APPOINTMENTS

Minutes of the Independence City Commission's May 14, 2020 Meeting

- A. Planning Commission/Board of Zoning Appeals -- One expired term

Motion:

On the motion of Mayor Cafilich, seconded by Commissioner Ysusi the Commission moved to appoint Rachel Lyon to the Planning Commission/Board of Zoning Appeals.

Aye: Ysusi, Cafilich, Hogsett

Nay: None

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-1862
2. P-1835

- B. Consider minutes of the following meetings:

1. January 9, 2020 Regular Meeting
2. January 9, 2020 Special Meeting
3. January 13, 2020 Special Meeting
4. January 15, 2020 Special Meeting
5. January 23, 2020 Regular Meeting
6. January 23, 2020 Special Meeting
7. January 29, 2020 Special Meeting
8. January 30, 2020 Special Meeting
9. January 31, 2020 Special Meeting

Motion:

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

Aye: Ysusi, Cafilich, Hayse

Nay: None

IV. ITEMS FOR COMMISSION ACTION

- A. Consider a request to hold a drive through job fair on May 27, 2020 from 10 AM to 2 PM at the park oval.

A request was received from Lacie Bohr with Kansas Works to hold a drive through job fair

Minutes of the Independence City Commission's May 14, 2020 Meeting

on May 27, 2020 from 10 AM to 2 PM at the park oval. This event would consist of Kansas Works representatives handing out bags with local employer information and other local resources to job seekers. The representatives will be wearing masks and gloves.

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission approved a request from Kansas Works to hold a drive through job fair on May 27, 2020 from 10 AM to 2 PM at the park oval.

Aye: Ysusi, Caflisch, Hayse

Nay: None

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

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

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

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

Mayor Caflisch opened the item to public discussion.

Patrick Conway addressed the Commission and stated that he is in favor of opening his store on Sundays.

Mike Borovetz addressed the Commission and stated that he and a few other liquor store owners are against opening on Sundays.

Minutes of the Independence City Commission's May 14, 2020 Meeting

The Commissioners decided to table the item to allow more time for additional research and discussion with business owners.

Motion:

On the motion of Mayor Cafilisch, seconded by Commissioner Ysusi the Commission tabled action and reconsider at a later date to be announced.

Aye: Ysusi, Cafilisch, Hayse

Nay: None

- C. Consider setting the date of July 23, 2020, for a public hearing to consider condemnation of a fire damaged structure located at 1033 N. 17th Place as dangerous and unsafe.

The structure was involved in a fire on April 22, 2020, that gutted the garage and caused extensive wiring damage. Due to the wiring damage, the power has been disconnected. This structure was also totaled in the 2018 flood, and the owner has until August 2020 to determine whether they will repair or remove the structure. I continue to be in contact with the owner, along with the State of Kansas, as we work to resolve the flood damage claim.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission move to set the date of July 23, 2020, at 5:30 p.m. for a public hearing to consider condemnation of 1033 N. 17th Place.

Aye: Ysusi, Cafilisch, Hayse

Nay: None

V. DISCUSSION

- A. Discuss COVID-19 expenses and potential impact on future revenue.

Director Lies presented a summary of expenses to date and a forecast of revenues that could be affected by the pandemic.

VI. REPORTS

- A. Reminder of May 20, 2020 Special Commission Meeting at 9 AM to discuss future capital projects

Acting City Manager Passauer affirmed that there would be a public hearing at that meeting for a CDBG grant.

Minutes of the Independence City Commission's May 14, 2020 Meeting

B. ADA Project Update

Director Cowan gave an update on the various projects around the city.

C. April Sales Tax Report

Director Lies presented a report of an increase in sales tax collections for the month of April.

D. City Reopening Plan Update

1. AWOL added
2. Update from Utilities Director regarding pool pump repairs

Director Lybarger gave an update on the repairs.

Acting City Manager Passauer gave an update on the City's reopening plan.

E. 2020 Census Update

Acting City Manager Passauer provided an update.

F. Letter from the Planning Commission regarding updating the Comprehensive Plan

Acting City Manager Passauer noted that the Planning Commission wants a new plan and the plan they are currently working off is from 1982.

G. Update from Police Chief on Parking Issues

Chief Harrison provided an update.

H. Municipal Court Update

Acting City Manager Passauer provided an update.

I. City Board Minutes

1. March 3, 2020 Planning Commission/Board of Zoning Appeals
2. April 15, 2020 City Recreation Commission

VII. CITY MANAGER'S COMMENTS

Acting City Manager Passauer provided an update on city projects that are ongoing.

Minutes of the Independence City Commission's May 14, 2020 Meeting

VIII. COMMISSIONERS' COMMENTS

Commissioner Hayse asked to move the June 17th Worksession to June 10th.

IX. PUBLIC CONCERNS

X. EXECUTIVE SESSION

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

Motion:

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

Aye: Ysusi, Cafilich, Hayse

Nay: None

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

XI. ADJOURNMENT

Motion:

Commissioner Hayse moved to adjourn. Commissioner Ysusi seconded.

Aye: Ysusi, Cafilich, Hayse

Nay: None

Leonhard Cafilich, Mayor

Louis Ysusi, Commissioner

Dean Hayse, Commissioner

Minutes of the Independence City Commission's May 14, 2020 Meeting

Attest:

City Clerk/Treasurer

Minutes of the Independence City Commission's May 20, 2020 Special Meeting

The Independence City Commission met for a special meeting on May 20, 2020 at 9:00 A.M. in the Civic Center of the Memorial Hall. Mayor Leonhard Caflisch, Commissioner Louis Ysusi, and Commissioner Dean Hayse were present. Others present included:

City Staff

Kelly Passauer, Assistant City Manager/Zoning Administrator

David Schwenker, City Clerk/City Treasurer

Lacey Lies, Director of Finance

Mike Passauer, Public Works Director

Jerry Harrison, Police Chief

Shawn Wallis, Fire/EMS Chief

David Cowan, Director of Safety/ADA Coordinator

Barb Beurskens, Park and Zoo Director

Brian McHugh, Memorial Hall Supervisor

Visitors

Larry McHugh

Brent Littleton

I. SPECIAL SESSION

A. Call to Order

Mayor Caflisch called the meeting to order at 9:00 a.m.

II. PUBLIC HEARING

A. Public Hearing for the purpose of considering an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds under the CDBG-CV category.

Kansas counties and cities are eligible to apply for CDBG-CV grants through the Department of Commerce and will then work with local businesses and organizations to disburse funds. CDBG-CV Economic Development grants provide communities with funding to help local businesses retain jobs for low-to-moderate income people. To be eligible to receive a CDBG-CV Economic Development grant, the recipient business must be a for-profit business and retaining jobs for low to moderate-income people. 51% or more of the full-time equivalent (FTE) jobs retained must be for persons from low to moderate-income households as defined by HUD. CDBG-CV Economic Development grants can be used to pay for working capital. CDBG-CV Meal Program grants are intended to provide Kansas cities and counties with funds to supplement various programs that provide access to nutritious foods during the COVID-19 crisis. To be eligible to receive a CDBG-CV Meal Program grant, the applicant must be able to demonstrate that at least 51% of the community meets the low to moderate-income household criteria as defined by HUD. CDBG-CV Meal Program grant funds can be directed toward organizations such as Meals on Wheels, for the replenishment of local food banks or to support

Minutes of the Independence City Commission's May 20, 2020 Special Meeting

organizations that provide meal programs for children impacted by the loss of school meal programs.

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission adopted a Resolution certifying legal authority and authorization to apply for the CDBG-CV grant from the Kansas Department of Commerce and for the Mayor to sign all relating forms and applications and for City Staff to submit such documentation to the State.

Aye: Ysusi, Caflisch, Hayse

Nay: None

III. ITEMS FOR COMMISSION ACTION

- A. Consider authorizing electric to be installed at the parking lot located at the southeast corner of 8th and Chestnut for the Farmers Market and other community activities.

City of Independence recently approved moving the Farmers Market to the parking lot and vacant City lot at 8th and Chestnut. The Farmers Market previously utilized electricity from the Independence Professional Building, and the location at 8th and Chestnut does not allow for a safe way to provide power across the alley. The Farmers Market utilizes electricity for a P.A. system and entertainment. After visiting with Evergy, they have offered to set a pole for electrical service at this location as a donation towards the Farmers Market. A local electrician is providing us a quote for the installation of a 200 amp service for this service.

Motion:

On the motion of Commissioner Hayes, seconded by Commissioner Ysusi the Commission authorize Evergy to install the pole and installation of service by a City licensed electrician at 8th and Chestnut for an amount not to exceed \$1,200.00.

Aye: Ysusi, Caflisch, Hayse

Nay: None

IV. ITEMS FOR DISCUSSION

- A. Consider discussing future capital projects and any other related items.

City staff and the Commissioners discussed future capital projects.

Minutes of the Independence City Commission's May 20, 2020 Special Meeting

Motion:

On the motion of Commissioner Hayes, seconded by Mayor Caflisch the Commission recessed for 5 minutes.

Aye: Ysusi, Caflisch, Hayse

Nay: None

The meeting resumed at 10:55 A.M.

Discussion continued.

V. 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
August 27, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider administration agreement with Southeast Kansas Regional Planning Commission for the CDBG sewer grant.

SUMMARY RECOMMENDATION Authorize administration agreement.

BACKGROUND The City is in the process of pursuing a CDBG grant for Sewer System Improvements.

The Southeast Kansas Regional Planning Commission will prepare the application for free and, if awarded, the grant would pay for the grant administration fees. If the grant is not awarded the contract is null and void. This will show “project readiness” by having the required professional services (engineer/administration) hired and ready to go once the project is awarded.

BUDGET IMPACT The majority of the Administration fees would be paid from grant funds. \$2,000 for the environmental review fee would be paid from the local share.

SUGGESTED MOTION I move to authorize an agreement with Southeast Kansas Regional Planning Commission to prepare the application and provide administrative services for the CDBG grant for Sanitary Sewer System Improvements, subject to the City Attorney’s approval.

SUPPORTING DOCUMENTS Proposed agreement with Southeast Kansas Regional Planning Commission

**AGREEMENT FOR ADMINISTRATIVE CONSULTING SERVICES
FOR A 2021 KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK
GRANT PROJECT FOR SEWER SYSTEM IMPROVEMENTS
(CDBG PROJECT NO. TBD)**

THIS AGREEMENT is made this _____ day of _____, **2020**, by and between the Southeast Kansas Regional Planning Commission, hereinafter referred to as Administrative Consultant, and the **City of Independence**, Kansas, hereinafter referred to as City.

WHEREAS, the City desires to engage in a community improvement project described as the **Sewer Improvement** project.

WHEREAS, the project is being funded in part by a 2021 Kansas Small Cities Community Development Block Grant, awarded on TBD .

NOW, THEREFORE, the City engages the services of an Administrative Consultant to administer the project based upon the following terms and conditions:

1. UTILIZATION OF CDBG FUNDS

The Administrative Consultant shall be familiar with pertinent Federal laws and regulations concerning the administration of projects involving the utilization of Community Development Block Grant/Development Administration Grant funds for the purpose of making community improvements.

II. TERMINATION OF CONTRACT

A. WITHOUT CAUSE

This contract may be terminated by either party, at any time, without cause and upon giving no less than 30 days written notice. The Administrative Consultant, upon receipt of notice of a termination without cause, shall have ten days to request a hearing before the City's Governing Body regarding said termination. If the termination is affirmed by the City, any unpaid balance due, pursuant to the terms and condition of Paragraph 8, shall be paid immediately upon written request.

The City shall be entitled to a prorated refund of fees actually paid the Administrative Consultant upon termination of the Agreement by the Administrative Consultant without cause. Such prorated refund shall be according to the following formula: (1). all amounts actually paid to the Administrative Consultant, less 20% of the total agreement amount, if termination shall become effective within the first ninety days of this agreement. (2). All amounts actually paid to the Administrative Consultant, less 30% of the total agreement amount, if termination shall become effective within the 91st through 180th days of this agreement. (3). All amounts actually paid to the Administrative Consultant, less 40% of the total agreement amount, if termination shall become effective within the 181st through 270th days of this agreement. (4). All amounts actually paid to the Administrative Consultant, less 50% of the total agreement amount after the 271st day of this agreement.

B. FOR CAUSE

Termination for cause shall mean:

- (1.) The successful completion of the project becomes impractical for any reason; or
- (2.) A material breach in the performance of the requirements of this Agreement.

Upon the termination of this Agreement for cause, the Administrative Consultant shall be entitled to receive any funds still due and owing pursuant to Paragraph 8, subject to the following terms and conditions. If the termination for cause is a result of the Administrative Consultant's failure to appropriately perform any obligation of this Agreement, the result of which causes the City to receive a penalty or fine, or incur damages or unanticipated expenses, then the City shall have the right to retain sufficient funds to cover the fine, penalty, damages or expenses, including a reasonable

attorney's fee.

C. AFTER TERMINATION

In the event of termination of this agreement by either party, all finished or unfinished documents, studies and reports prepared by the Administrative Consultant under this Agreement shall, at the option of the City, become the property of the City.

III. CHANGES

The City may, from time to time, request changes in the scope of the services of the Administrative Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Administrative Consultant's compensation, which are mutually agreed upon by and between the City and the Administrative Consultant, shall be incorporated in written amendments to the Agreement.

However, upon completion of the initial FORMAT II Environmental Assessment for the captioned project, the Administrative Consultant shall be entitled to additional compensation if an additional FORMAT II Environmental Assessment(s) shall be required. For each completed additional FORMAT II Environmental Assessment for the captioned project, the Administrative Consultant shall be entitled to an additional amount of \$2,500.

IV. PERSONNEL AND ASSIGNABILITY

- A. The Administrative Consultant complies with, and shall maintain compliance with, the Administrator Certification Requirements established by the Community Development Block Grant Development Administration.
- B. The Administrative Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the City.
- C. All of the services required hereunder will be performed by the Administrative Consultant personnel and all such personnel shall be fully qualified to perform such services.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. However, any claims for money by the Administrative Consultant from the City, under this Agreement, may be assigned to a bank, trust company or other financial institution without such approval. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

V. SERVICES PROVIDED BY THE ADMINISTRATIVE CONSULTANT

Services outlined in this Agreement are those necessary to effectively administer an Community Development Block Grant Development Administration grant for community improvements. The following summary of services is not intended to limit the scope of services, but is intended to illustrate the work and services to be provided by the Administrative Consultant. The services are divided into five phases, which are the Grant Award, Environmental, Preconstruction, Construction and Close-Out.

A. GRANT AWARD

- 1. Provide assistance with the execution and required documents associated with the CDBG contractual grant agreement with the City.
- 2. Assist the City in the preparation of the Financial Management Checklist and Signature Forms.
- 3. Prepare the Project Budget.

4. Prepare any other documents that CDBG may require from time to time.

B. ENVIRONMENTAL

1. Prepare an initial FORMAT II Environmental Assessment in compliance with CDBG Program Requirements.
 - a. Upon completion of the initial FORMAT II Environmental Assessment for the captioned project, and in the event that additional FORMAT II Environmental Assessment(s) shall be required, then the Administrative Consultant shall be entitled to additional compensation in the amount of \$2,500 upon completion of each additional FORMAT II Environmental Assessment.
 - b. The Administrative Consultant shall not be required to perform environmental assessment activities that exceed the scope of FORMAT II Environmental Assessment.
 - c. The Administrative Consultant shall assist the City in developing procurement documents and completing the procurement process for specialized services necessary to complete and EIS or other specialized environmental studies, surveys and/or reports as may be required for the completion of the captioned project.
2. Draft and furnish the City all legal notices required to meet CDBG's environmental requirements.
3. Inform and advise the City staff throughout the environmental review process.
4. Send to all appropriate agencies the necessary environmental information so that those agencies may review and comment on the CDBG project as part of the environmental review process. Maintain a list of all agencies which received the environmental information.
5. Conduct, with the City, any hearings that may be necessary.
6. Prepare, for the City, the Finding of No Significant Impact public notice.
7. Prepare, for the City, the Request for Release of Funds public notice.
8. Prepare, for the City, the Environmental Certification Form and the Request for Release of Funds.

C. PRECONSTRUCTION

1. Assist the City with the preparation and adoption of the required procurement policy and resolution.
2. Assist the City in the procurement of architectural and/or engineering services, if necessary.
3. Assist in the preparation of those bid documents that are not normally prepared by the engineer or architect.
4. Furnish the required labor, civil rights and other federal regulations to be included with the bid documents.
5. Review bid documents prior to their release for federal compliance.
6. Send notices of the Invitation to Bid to several minority and/or women-owned construction firms.
7. Review legal notices and monitor the bid procedure to assure federal compliance.
8. Attend bid opening and report to the City.
9. Review all contracts for compliance with CDBG regulations.

10. Notify all necessary parties of the required preconstruction conference, and establish with contractor, City and other, the date, time and place for the conference.
11. Conduct the portion of the preconstruction conference that concerns CDBG regulations and funding.
12. Prepare all CDBG required notices and forms covering bids, preconstruction conference, contract awards and construction start dates.
13. Perform the duties of Labor Standards Officer.
14. Assist the City in the establishment of a CDBG project filing system.
15. Apply for and furnish Davis-Bacon wage rates for all required construction contracts.
16. Should the City perform any or all engineering/architectural services and/or construction activities with its own employees, the Administrative Consultant will advise and review the procurement of materials, equipment and employee time sheets to help insure compliance with CDBG regulations.

D. CONSTRUCTION

1. Prepare all requests for CDBG funds (drawdowns) for City action.
2. Prepare the Estimated Cash Disbursements Report required to be submitted along with drawdown requests.
3. Prepare all quarterly Progress Reports for the City's review and approval.
4. Review all payment requests to assure compliance with the CDBG rules and regulations.
5. Monitor the project site for federal labor standards compliance.
6. Serve as the City's liaison with CDBG.
7. Attend all CDBG monitoring visits and assist the City with responses to CDBG compliance letters.
8. Report any major changes in project schedule to the City that are made known to the Administrative Consultant.

E. CLOSE-OUT

1. Upon completion of the project, prepare the CDBG close-out packet to fulfill the requirements set out by CDBG.
2. Assist in the final inspection of the project.
3. Assist the City in securing a qualified auditing firm, if necessary, that satisfies CDBG regulations.

VI. RECORDS AND AUDITS

The Administrative Consultant shall assist the City in maintaining CDBG project records, including property and financial records, adequate to identify and account for all costs pertaining to the project to assure proper accounting for all project funds, both Federal and non-Federal shares.

The Administrative Consultant shall assist the City in developing a financial management system which will comply with the U.S. Office of Management and Budget (OMB) Circular A-102 (Revised).

The City will be responsible for having the records audited by a Certified Public Accountant at the completion of the

project. The expense for this audit will be a responsibility of the City. At the discretion of the City, the Administrative Consultant will assist the City in procuring auditing services and with preparing the agreement for such services.

VII. COMPLIANCE WITH LAWS

The Administrative Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments. This includes, but is not limited to:

A. EXECUTIVE ORDER 11246, AS AMENDED

During the performance of this Agreement, the Administrative Consultant agrees to comply with the following Equal Employment Opportunity provisions:

1. The Administrative Consultant will not discriminate against any employee or qualified applicant for employment because of race, creed, sex, color, national origin, or mental or physical handicap. The Administrative Consultant will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, color, national origin, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Administrative Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.
2. The Administrative Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Administrative Consultant, state all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, or physical or mental handicap.
3. The Administrative Consultant will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement so said provisions will be binding upon each subcontractor.
4. The Administrative Consultant will comply with all provisions of the Davis-Bacon Act, and of the rules, regulations and relevant orders of the United States Secretary of Labor.

B. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

C. TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (FAIR HOUSING ACT)

Prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or nation origin. Title VIII was amended in 1988 (effective March 12, 1989) by the Fair Housing Amendments Act, which: expanded the coverage of the Fair Housing Act to prohibit discrimination based on disability or on familial status (presence of child under age of 18, and pregnant women); established new administrative enforcement mechanisms with HUD attorneys bringing actions before administrative law judges on behalf of victims of housing discrimination; and revised and expanded Justice Department jurisdiction to bring suit on behalf of victims in Federal district courts.

D. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall, on the grounds of race, color, national origin, sex or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

E. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Administrative Consultant must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reasons of his or her handicap, be excluded from participation (including employment), be denied program benefits or be

subjected to discrimination under any program or activity receiving Federal funds.

F. AGE DISCRIMINATION ACT OF 1975, AS AMENDED

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

G. FAIR HOUSING AMENDMENTS ACT OF 1988

The Administrative Consultant shall comply with all provisions of the Fair Housing Amendments Act of 1988, which prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, handicap or familial status.

H. EXECUTIVE ORDER 11063

No person shall, on the basis of race, color, religion, sex or national origin, be discriminated against in regards to housing and related facilities provided with Federal assistance or in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

I. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED

The Administrative Consultant shall, to the greatest extent feasible, provide that opportunities for training and employment shall be given to lower-income residents of the project area, and that contracts, in connection with the project, be awarded to business concerns located in, or owned in substantial part, by residents of the project area.

J. KANSAS ACT AGAINST DISCRIMINATION

The Administrative Consultant shall comply with the provisions of Articles 10 and 11 of the K.S.A. Chapter 44, which prohibits discrimination in employment, public accommodations or housing, on the basis of race, religion, color, sex, physical handicap, national origin or ancestry.

K. COPYRIGHT RESTRICTION

No report, maps or other documents produced in whole or in part under this Agreement shall be subject of an application for a copyright by or on the behalf of the Administrative Consultant.

L. INTEREST OF MEMBERS OF A City GOVERNMENT

No members of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this project, shall have any personal financial interest, direct or indirect, in the Agreement, and the Administrative Consultant shall take appropriate steps to insure compliance.

M. INTEREST OF ADMINISTRATIVE CONSULTANT AND EMPLOYEES

The Administrative Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Administrative Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

N. SECTION 503 OF THE REHABILITATION ACT OF 1973

The Administrative Consultant must comply with Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance employment of mentally and physically disabled individuals.

O. SECTION 912 OF THE CRANSTON-GONZALES NATIONAL AFFORDABLE HOUSING ACT OF 1990

The Administrative Consultant must comply with Section 912 of the Cranston-Gonzales National Affordable Housing Act which prohibits discrimination on the basis of religious preference.

VIII. FEES

The City agrees to pay the Administrative Consultant the sum of **Twenty Thousand** Dollars (\$20,000) as the total

agreement amount charged for the services outlined in Section V. of this Agreement. As prescribed by the requirements of the requirement of the Kansas Department of Commerce Small Cities CDBG Program, the City will be billed incrementally for this total Agreement amount as follows:

- \$3,000** upon completion of the environmental review
- \$5,000** upon the City's approval of the first construction pay estimate.
- \$5,000** when project construction is 50% complete.
- \$5,000** upon the City's approval of the Notice of Substantial Completion and prior to close-out.
- \$2,000** upon submission of the close-out packet after the close-out public hearing.

In the event that one year has passed from the date the City and the Kansas Department of Commerce have a fully-executed contract, the Administrative Consultant will be entitled to additional compensation in the amount of \$500.00 if no funds have been drawn from the above schedule. Also if at anytime during this contract period, a one year period of time should elapse again, the Administrative Consultant will be entitled to additional compensation in the amount of \$500.00 if no funds have been again been drawn from the above schedule. This maintenance fee cannot be paid with grant proceeds.

If after grant award, the City should decide to return the grant to the State before construction begins, the City will incur a \$3,000 fee, less any administration charges already incurred.

IX. NON-EXECUTION OF CDBG AGREEMENT

The City and the Administrative Consultant mutually agree that, in the event that CDBG Agreement # TBD is not executed between the City and the Kansas Department of Commerce, this Agreement will be immediately terminated and that the City will not be assessed any fees for services performed by the Administrative Consultant in accordance with this Agreement prior to the date of termination.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first written above.

SOUTHEAST KANSAS REGIONAL PLANNING COMMISSION

CITY OF INDEPENDENCE, KANSAS

Chairman

Mayor

ATTEST:

ATTEST:

Secretary/Treasurer

City Clerk



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 27, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider an engineering agreement with TranSystems for the following work included in the CDBG grant for sewer system improvements:

1. Lakeview Liftstation
2. Basin V, Phase II

SUMMARY RECOMMENDATION Authorize engineering agreement.

BACKGROUND On August 13, 2020 the City Commission directed staff to present a contract at a future meeting with TranSystems for bidding and inspection services for sanitary sewer improvements to Basin V, Phase II and replacement of Lakeview Lift Station. The contract shall be null and void if the CDBG grant is not received.

BUDGET IMPACT The maximum fee is \$152,000, with \$9000 being design (plans are done, but this is for renewing the construction permit with KDHE and preparing the contract documents for CDBG). The fee for construction related services is the maximum of \$143,000. The CDBG grant application total for these projects will be \$1,400,000, with \$700,000 funded by the grant and \$700,000 funded by the City. If the grant is awarded, the City's match will be funded from a KDHE loan in addition to some additional sanitary sewer projects including Wald Lift Station and I/I Abatement which engineering services will be procured at a later date.

SUGGESTED MOTION I move to authorize an agreement with TranSystems for engineering services relating to a CDBG Grant Application for sanitary sewer improvements to include Lakeview Liftstation and Basin V (Phase II).

SUPPORTING DOCUMENTS Proposed agreement with TranSystems

**AGREEMENT BETWEEN
CITY OF INDEPENDENCE, KANSAS and
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 design and construct the following described project:

**Sewer System Improvements CDBG Project:
Lakeview Lift Station and Basin V, Phase 2.**

Whereas CLIENT desires to engage TRANSYSTEMS to provide 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. **This Agreement shall be Null and Void if a CDBG Grant is not received within 1 year of the date of the execution of the Agreement. If it mutually agreeable to both parties, the scope and fee of the Agreement may be amended if other funding is obtained for the project.**

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 otherwise 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 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.

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:

The Maximum Fee amount shall be \$152,000, with \$9,000 being design phase services, and \$143,000 for construction related engineering services.

Design Services: Client shall pay TranSystems at the rates and amount set forth in the TRANSYSTEMS Schedule of Rates and Expenses which is in effect. The design of the Lakeview Lift Station and the Basin V, Phase 2, have previously been completed by TranSystems. Information from KDHE indicates that the Construction Permit has expired, and the plans will need to receive a cursory KDHE review to renew the permit. Contract documents meeting the CDBG program will also need to be developed. The maximum fee for these design services as described above, and in Exhibit A, shall be \$9,000.

For Construction Engineering and Inspection Services, as described in Exhibit A, the CLIENT shall pay TranSystems at the rates and amount set forth in the TRANSYSTEMS Schedule of Rates and Expenses which is in effect. The maximum fee for the construction engineering and inspection services shall be \$143,000.

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 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 5.5.1 Interest, Suspension of Services. If CLIENT fails to make any payment due TRANSYSTEMS for services and expenses within thirty (30) days after receipt of TRANSYSTEMS' statement therefor, TRANSYSTEMS shall be entitled interest on the unpaid amounts due TRANSYSTEMS at the lesser of: i) 1.5 % per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due TRANSYSTEMS shall bear said rate of interest from the thirtieth day after CLIENT's receipt of TRANSYSTEMS' statement, until the entire unpaid balance has been paid to TRANSYSTEMS. In addition to being entitled to interest, TRANSYSTEMS may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until TRANSYSTEMS has been paid in full all amounts due for Services, expenses, and charges.

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 TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. 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 the event that CLIENT requests any electronic deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, 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 7.6.2 Client Insurance. If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

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 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 7.7.4 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, it's employees, agents or subcontractors).

Section 7.7.5 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.6 Limitation of Liability. To the fullest extent permitted by law, TRANSYSTEMS' and/or its individual principals, directors, officers, employees, agents and servants of the firm total liability to CLIENT for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including TRANSYSTEMS' indemnity obligations hereunder) shall not exceed the limits of any professional liability requirements set forth in Section 7.6.1.

Section 7.7.7 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 Betterment. If, due to TRANSYSTEMS's negligence, a required item or component of the Project is omitted from TRANSYSTEMS's construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Section 7.9 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 7.10 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 Attorneys Fees. In the event that either party hereto employs an attorney to enforce any provision of this Agreement or to collect damages for default or breach of this Agreement, or pursue claims in litigation or arbitration, each party shall be responsible for their own respective attorneys' fees.

Section 8.6 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 (except as otherwise provided in Section 8,5 above) 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 Kansas and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Montgomery County, Kansas.

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 8.7 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 8.8 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 owner 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

:

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 Kansas.

(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 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: _____

EXHIBIT "A"
Basic Services

Background: TranSystems previously assisted the City by preparing design plans for the Lakeview Lift Station and Basin V, Phase 2. The City now plans to apply for an CDBG Grant to fund this project. The CDBG program will require modifications to the contract documents and the KDHE construction permit will need to be renewed. Construction is anticipated to be funded by CDBG and a KDHE low interest loan.. The professional services for this project are divided into two parts:

1) Design and 2) Construction Engineering and Inspection. These are discussed in more detail in the following:

1. Design Services:

Design Services: Client shall pay TranSystems at the rates and amount set forth in the TRANSYSTEMS Schedule of Rates and Expenses which is in effect. The design of the Lakeview Lift Station and the Basin V, Phase 2, have previously been completed by TranSystems. Information from KDHE indicates that the Construction Permit has expired, and the plans will need to receive a cursory KDHE review to renew the permit. Contract documents meeting the CDBG program will also need to be developed. The maximum fee for these design services as described above, and in Exhibit A, shall be \$9,000.

2. Construction Related Engineering Services: These services include the bidding and a Pre Construction Conference. Services also include preparation of contract documents and reviewing monthly pay requests. On site construction observation and inspection is included for a construction period of 180 consecutive calendar days.

SCHEDULE "1"
TRANSYSTEMS' Schedule of Rates and Expenses

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.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 27, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider initiating a public hearing before the Planning Commission to consider a text amendment removing building inspection responsibilities from the zoning code.

SUMMARY RECOMMENDATION City Staff recommends initiating a public hearing before the Planning Commission.

BACKGROUND The Building and Flood Administrator has been working with ISO Specialist Melissa Mitchell to implement the CRS program for the City of Independence. As part of that process, some of our ordinances needed to be updated. On June 30, 2020 the City Commission adopted Ordinance 4330 regarding the duties and qualifications of the building inspector. The attached proposed ordinance would remove Building Inspection Responsibilities from the Zoning Code.

Any text amendments to the Zoning Code require the Planning Commission to conduct a public hearing, after which they will forward their recommendation to the City Commission for final consideration.

BUDGET IMPACT There would be no budget impact.

SUGGESTED MOTION I move the City initiate a public hearing before the Planning Commission to consider a text amendment removing building inspection responsibilities from the zoning code.

SUPPORTING DOCUMENTS

1. Ordinance 4330 adopted by the City Commission on June 30, 2020.
2. Proposed Ordinance for consideration at a Planning Commission public hearing.

ORDINANCE NO. 4330

An Ordinance Repealing City Code Sections 18-35 and 18-37 and Replacing Them with New Provisions Regarding The Appointment, Duties and Qualifications of a Building Inspector

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

Section 1. Current City Code Sections 18-35 and 18-37 are hereby repealed and replaced by the provisions of this ordinance

Section 2. Office of the building inspector.

a. There is hereby established the office of building inspector.

b. The city manager shall appoint a person who in his opinion is qualified through education and experience to hold the title of building inspector. The building inspector may hold another office or position concurrently.

c. The budget for the office of building inspector and the salary for the building inspector shall be established by the governing body in the same manner as for all other departments and staff salaries.

Section 3. Duties of the building inspector. The building inspector, or designee, shall enforce these regulations and in addition thereto and in furtherance of said authority, he shall:

a. Approve and issue all permits and certificates regarding compliance with all applicable building codes and ordinances, and make and maintain records thereof.

b. Conduct inspections of buildings and structures to determine compliance with the provisions of the applicable building codes and ordinances.

Section 4. Building Permits.

a. Unless a building permit shall first have been obtained from the office of the building inspector:

1. The construction, building, moving, remodeling or reconstruction of any structure shall not be commenced;

2. For any property located in the flood plain, any improvement to any structure located thereon shall not be commenced, provided however, the building permit fee shall be waived for any work that would not ordinarily require a building permit, as determined in the discretion of the building inspector.

3. The improvement of any plan preliminary to any use of such land shall not be commenced; and

4. Any building permit issued in conflict with the provisions of this ordinance shall be null and void.

b. For any property located in the flood plain, any application for a building permit for all new or substantially improved structures in the Special Flood Hazard Area shall submit an elevation certificate with the application for building permit.

c. A building permit shall either be issued or denied by the building inspector within ten (10) days after the receipt of a complete application, or within such further time period as may be agreed to by the applicant. If the building inspector denies the application for a building permit, the reasons for the denial shall be provided to the applicant in writing.

d. A building permit shall become null and void six (6) months after the date it was issued, unless within such six (6) month period construction, building, moving, remodeling or reconstruction of a structure is commenced.

Section 5. Occupancy Certificates.

a. No structure or any addition thereto constructed, built, moved, remodeled or reconstructed after the effective date of this ordinance shall be occupied or used for any purpose unless an occupancy certificate shall first have been obtained from the office of the building inspector consistent with the provisions of this ordinance.

b. No occupancy certificate for a structure or addition thereto constructed, built, moved, remodeled or reconstructed after the effective date of this ordinance shall be issued until such time as all work has been completed and the premises inspected and certified by the office of the building inspector to be in full and complete compliance with the plans and specifications upon which the building permit was issued. Pending issuance of a permanent occupancy certificate, a temporary occupancy certificate may be issued to be valid for a period not to exceed six (6) months from its

date pending the completion of any addition or during partial occupancy of the premises. An occupancy certificate shall be issued or denied within ten (10) days after the receipt of an application therefore. If the occupancy certificate is denied, the building inspector shall provide the applicant the reasons for the denial in writing.

Section 6. Appeals. Any person or persons jointly or severally agreed by any decision of the building inspector may appeal such decision to the board of zoning appeals in accordance with the procedures set forth in City Code Sections 2-114 and 2-116.

Section 7. Fees, Charges and Expenses. The governing body shall establish a schedule of fees, charges, and expenses, and a collection procedure, for building permits, certificates of occupancy, appeals, and other matters pertaining to this ordinance. The schedule of fees shall be posted in the office of the building inspector and may be altered and amended only by the governing body. No permit or certificate shall be issued unless or until such costs, charges, fees, or expenses listed in this ordinance have been paid in full, nor shall any action be taken on proceedings before the governing body, unless or until such fees have been paid in full.

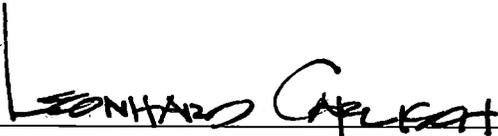
Section 8. Violations. If any building or structure is erected, constructed, reconstructed, altered, converted or maintained, the city, in addition to other remedies, may institute an appropriate action to prevent such unlawful erection, construction, reconstruction, alteration, conversion; to restrain, correct, or abate such violation; to prevent the occupancy of said building, structure or land; or to prevent any illegal act, conduct, or business in or about such premises. Such ordinance shall be enforced by the building inspector, or designee, who is empowered to cause any building, structure, place or premises to be inspected and examined, and to order, in writing, the remedy of any condition found to exist therein or in violation of any provision of this ordinance.

Section 9. Penalty. Pursuant to K.S.A. 12-710 as amended, the owner or agent of a building or premises in or upon which a violation of any provisions of this ordinance has been committed or shall exist or lessee or tenant of an entire building or entire premises in or upon which violation has been committed or shall exist, or the agent, architect, building contractor, or any other person who commits, takes part, or assists in any violation or who maintains any building or premises in or upon which such violation shall exist, shall be guilty of a misdemeanor and shall be punished by a fine not to exceed \$500.00 for any one offense. Each day of noncompliance with the terms of this ordinance shall constitute a separate offense.

Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation. However, nothing shall deprive the citizen of his rights under the U.S. Constitution.

Section 10. 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 30th day of
June, 2020.*


LEONHARD CAFLISCH, Mayor

ATTEST:


DAVID W. SCHWENKER, City Clerk

ORDINANCE NO. _____

**An Ordinance Amending Zoning Code Sections 1701.0
Through 1705.0 to Remove Building Inspection Responsibilities**

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

Section 1. Zoning Code Section 1701.0 is amended to read as follows in its entirety:

1701.0. – Office of the zoning administrator.

a. There is hereby established the office of zoning administration.

b. The city manager shall appoint a person who in his opinion is qualified through education and experience to hold the title of zoning administrator. The zoning administrator may hold another office or position concurrently.

c. The budget for the office of zoning administration and the salary for the zoning administrator shall be established by the governing body in the same manner as for all other departments and staff salaries.

1701.1. – Duties of the zoning administrator. The zoning administrator, or designee, shall enforce these regulations and in addition thereto and in furtherance of said authority, he shall:

a. Approve and issue all zoning permits and certificates and make and maintain records thereof.

b. Conduct inspections of buildings, structures and uses of land to determine compliance with the provisions of the zoning regulations.

c. Receive, file, and forward to the board of zoning appeals the records in all appeals and all other applications.

d. Maintain permanent and current records of the zoning regulations, including but not limited to, all zoning maps, amendments, conditional uses, variances, appeals and applications therefor and records of hearings thereon.

e. Prepare and have available in book, pamphlet, or map form, on or before September 30 of each year:

1. The compiled text of the zoning regulations and amendments thereto, including all amendments adopted through the preceding June 30th, and

2. A zoning map or maps, showing the zoning districts, divisions and classifications in effect on the preceding June 30th.

f. Maintain for distribution to the public a supply of copies of the zoning map or maps, the compiled text of the zoning regulations, and the rules of the board of zoning appeals.

g. Provide such clerical, technical and consultative assistance as may be required by the planning commission, board of zoning appeals and other boards, commissions and officials in the exercise of their duties relating to these regulations. a. There is hereby established the office of zoning

Section 2. Zoning Code Section 1702.0 is amended to read as follows in its entirety:

1702.0. – Appeals. Any person or persons jointly or severally agreed by any decision of the zoning administrator may appeal such decision to the board of zoning appeals in accordance with the procedures set forth in City Code Sections 2-114 and 2-116.

Section 3. Zoning Code Section 1703.0 is amended to read as follows in its entirety:

1703.0. – Occupancy certificates.

No structure or addition thereto constructed, built, moved, remodeled or reconstructed after the effective date of these regulations shall be occupied or used for any purpose, and no land vacant on the effective date of these regulations shall be used for any purpose except for agricultural use and no use of any land or structure shall be changed to any other use, unless an occupancy certificate shall first have been obtained from the office of the zoning administrator certifying that the proposed use of occupancy complies with all provisions of these zoning regulations.

1703.1. – Application for occupancy certificates.

Every application for an occupancy certificate for a new or changed use of land or structures shall be filed with the office of the zoning administrator and be in such form and contain such information as the zoning administrator shall provide by general rule.

1703.2. – Issuance of occupancy certificate.

No occupancy certificate for a new use of any structure or land shall be issued until the premises have been inspected and certified by the office of the zoning administrator to be in full and complete compliance with all the applicable regulations for the zoning district in which it is located. Pending the issuance of a permanent occupancy certificate, a temporary occupancy certificate may be issued to be valid for a period not to exceed six months from its date pending the completion of any addition or during partial occupancy of the premises. An occupancy certificate shall be issued, or written notice shall be given to the applicant stating the reasons why a certificate cannot be issued, within ten days after the receipt of an application therefor, or after the office of the zoning administrator is notified in writing that the structures or premises are ready for occupancy.

Section 4. Zoning Code Section 1704.0 is amended to read as follows in its entirety:

1704.0. – Fees, charges, and expenses.

The governing body shall establish a schedule of fees, charges, and expenses, and a collection procedure for certificates of occupancy, appeals, and other matters pertaining to the ordinance. The schedule of fees shall be posted in the office of the zoning administrator and may be altered or amended only by the governing body. No permit, certificate, conditional use approval, or variance shall be issued unless or until such costs, charges, fees or expenses listed in this ordinance have been paid in full, nor shall any action be taken on proceedings before the governing body, unless or until fees have been paid in full.

Section 5. Zoning Code Section 1705.0 is amended to read as follows in its entirety:

1705.0. – Violation and penalty.

1705.1. – Violations.

If any building or structure is used in violation of this ordinance, the city, in addition to other remedies, may institute any appropriate action to prevent such unlawful maintenance or use; to restrain, correct, or abate such violation; to prevent the occupancy of said building, structure, or land; or to prevent any illegal act, conduct, business, or use in or about such premises. Such ordinance shall be enforced by the zoning administrator, or designee.

1705.2. – Penalty.

Pursuant to K.S.A. 12-710 as amended, the owner or agent of a building or premises in or upon which a violation of any provisions of this ordinance has been committed or shall exist or lessee or tenant of an entire building or entire premises in or upon which violation has been committed or shall exist, or the agent, architect, building contractor, or any other person who commits, takes part, or assists in any violation or who maintains any building or premises in or upon which such violation shall exist, shall be guilty of a misdemeanor and shall be punished by a fine not to exceed \$500.00 for any one offense. Each day of noncompliance with the terms of this ordinance shall constitute a separate offense.

Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation. However, nothing shall deprive the citizen of his rights under the U.S. Constitution.

Section 6. 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 22nd day of October, 2020.

LEONHARD CAFLISCH, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 27, 2020

Department Administration **Director Approval** Kelly Passauer

AGENDA ITEM Consider Change Orders 8, 9 and 10 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

On June 11, 2020 the City Commission reviewed Change Orders 8 and 9 and Mayor Cafilisch questioned the amounts in Change Order 8.

Change Orders 8 (revised), 9, and 10 are summarized as follows:

#	Description	Add/Deduct
8	Credit for east roof flashing and parapet cap (material and labor)	-\$3,415.50
9	Credit for roof parapet wall repairs (1) lower roof (material and labor)	-\$4,849.90
10	Eliminating windows on the east side (materials and labor)	-\$21,872.40

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

BUDGET IMPACT \$30,137.80 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, 9, and 10 for a total deduct of \$30,137.80 for the 1916 City Hall Phase I project.

SUPPORTING DOCUMENTS

1. Change Orders
2. Recommendations from TreanorHL



AIA Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Independence City Hall - Phase 1
120 N. 6th 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: *(Name and address)*
City of Independence
811 W. Laurel St.
Independence, KS 67301

ARCHITECT: *(Name and address)*
TrenorHL
719 SW Van Buren St. Ste. 200
Topeka, KS 66603

CONTRACTOR: *(Name and address)*
Hofer & Hofer & Associates, Inc.
1201 N. 10th 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 TrenorHL 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	\$ 3,415.50
The new Contract Sum including this Change Order will be	\$ 1,173,173.70

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.

TrenorHL
ARCHITECT *(Firm name)*

Hofer & Hofer & Associates, Inc.
CONTRACTOR *(Firm name)*

City of Independence
OWNER *(Firm name)*

SIGNATURE *K. James Kelley*

SIGNATURE *Justin Wintjen, President*

SIGNATURE

PRINTED NAME AND TITLE
June 25, 2020

PRINTED NAME AND TITLE
6/29/20

PRINTED NAME AND TITLE

DATE

DATE

DATE

June 11, 2020

TO: Ian Pitts
TreanorHL
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
10% GC markup = \$310.50
Total Revised deduct amount (\$3,415.50)

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: _____

TREANORHL

June 26, 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 \$3,415.50. 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: *(Name and address)*
Independence City Hall - Phase 1
120 N. 6th 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: *(Name and address)*
City of Independence
811 W. Laurel St.
Independence, KS 67301

ARCHITECT: *(Name and address)*
TreanorHL
719 SW Van Buren St. Ste. 200
Topeka, KS 66603

CONTRACTOR: *(Name and address)*
Hofer & Hofer & Associates, Inc.
1201 N. 10th 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	\$	95,273.70
The Contract Sum prior to this Change Order was	\$	1,173,173.70
The Contract Sum will be decreased by this Change Order in the amount of	\$	4,849.90
The new Contract Sum including this Change Order will be	\$	1,168,323.80

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 *(Firm name)*

Hofer & Hofer & Associates, Inc.
CONTRACTOR *(Firm name)*

City of Independence
OWNER *(Firm name)*

SIGNATURE
K. Vance Kelley

SIGNATURE
Justin Wintjen

SIGNATURE

PRINTED NAME AND TITLE
June 25, 2020

PRINTED NAME AND TITLE
Justin Wintjen President

PRINTED NAME AND TITLE

DATE

DATE
6/29/20

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: _____

TREANORHL

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





AIA[®]

Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
 Independence City Hall - Phase 1
 120 N. 6th St.
 Independence, KS 67301

CONTRACT INFORMATION:
 Contract For: Renovation
 Date: 5/7/2019

CHANGE ORDER INFORMATION:
 Change Order Number: 10
 Date: 7/10/2020

OWNER: *(Name and address)*
 City of Independence
 811 W. Laurel St.
 Independence, KS 67301

ARCHITECT: *(Name and address)*
 TreanorHL
 719 SW Van Buren St. Ste. 200
 Topeka, KS 66603

CONTRACTOR: *(Name and address)*
 Hofer & Hofer & Associates, Inc.
 1201 N. 10th 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.)

Removal of east elevation windows (12) from Phase 1 project scope due to potential overlap with Phase 2 addition location. 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	\$ 90,423.80
The Contract Sum prior to this Change Order was	\$ 1,168,323.80
The Contract Sum will be decreased by this Change Order in the amount of	\$ 21,872.40
The new Contract Sum including this Change Order will be	\$ 1,146,451.40
The Contract Time will be increased 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	Hofer & Hofer & Associates, Inc. CONTRACTOR (Firm name)	City of Independence OWNER (Firm name)
SIGNATURE	SIGNATURE	SIGNATURE
K. Vance Kelley, Principal	Justin Wintjen, President	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
8/18/2020	8-18-20	
DATE	DATE	DATE

August 6, 2020

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

RE: Independence City Hall

CHANGE ORDER NO. 10

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

Credit for eliminating the following:	
(5) Windows east side 1 st floor 119,120,121,122,122a	(\$7,095.00)
(7) Windows east side 2 nd floor 223-229	(\$12,789.00)
10% GC markup \$1,988.40	Total Deduct of (\$21,872.40)

To accept Change Order No. 10, 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: _____

TREANORHL

July 10, 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. 10

Dear Ms. Passauer,

In reviewing the coordination of the installation of the Phase 1 exterior windows, it came to the attention of the project team that the potential locations for any necessary additions to the building in Phase 2 would impact window locations. After discussions with the City, it was determined that a new addition on only the east side of the building, where the present non-historic apparatus bay is located, would be a desirable direction for Phase 2. The windows on the east elevation of the 1st floor apparatus bay addition, and the east elevation of the historic 1916 2nd floor, were requested by the City to be removed from the Phase 1 project. These windows are basic rectangular windows, and therefore will not be a considerable expense for the Phase 2 project should the existing addition be retained in its present form.

Therefore, the contractor has proposed a credit for the windows that will not be ordered as part of the Phase 1 project, as well as the labor for the installation.

The total Change Order No. 10 amount for this removed scope is a credit of \$21,872.40. See Change Order No. 10 for the contractor's breakout of the credited amount.

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
August 27, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider items relating to reconstructing the south apron runup area:

1. Consider bids received and awarding contract.
2. Consider Supplemental Agreement No. 1 with H.W. Lochner.
3. Consider authorizing submitting a KAIP emergency grant application to cover bid costs exceeding the engineer's estimate and original grant award.

SUMMARY RECOMMENDATION Staff recommends approval.

BACKGROUND Bids were received on Jun 30, 2020 to reconstruct the South Apron Runup Area at the Independence Municipal Airport. This is a project funded from a Kansas Airport Improvement Program (KAIP) grant administered by KDOT. As noted in the Total Project Budget, the required KDOT share for construction (\$772,740) exceeds the AV-2020-19 grant amount of \$693,000 by \$79,740. Therefore, in order to make the project whole, additional KAIP funding is required along with \$8,860 of additional City funding. The highlighted section on the attached budget summarizes the additional funding requirements for the KDOT grant and City match.

As reported on July 23, 2020, The a request was submitted to KDOT to determine whether or not they will fund the additional cost. KDOT has responded and has suggested that we move forward with awarding the bids, and then apply for a KAIP emergency grant to fund the difference in the project costs. Along with awarding the contract, we will need to authorize a supplemental agreement with H.W. Lochner to extend their engineering services into the construction phase.

BUDGET IMPACT If the KAIP emergency grant is approved then the City's share would be \$87,360, KDOT's share would be \$801,240, for a total project cost of \$888,600. If the KAIP emergency grant is not approved, the City's share will increase \$79,740, for a total of \$167,100.

SUGGESTED MOTIONS

1. I move to award the contract to J. Graham Construction, Inc in the amount of \$779,264.40 for the South Apron Runup Area Reconstruction Base Bid and Add Alternate No. 1.

2. I move to approve a Supplemental Agreement No. 1 with H.W. Lochner to extend their engineering services into the construction phase of the South Apron Runup Area Reconstruction.
3. I move to authorize submitting a KAIP emergency grant application to cover bid costs exceeding the engineer's estimate and original grant award.

SUPPORTING DOCUMENTS

1. Recommendation from Lochner
2. Bid Tab
3. Total Project Budget for the South Apron Runup Area Reconstruction Project
- 4.
5. KAIP Emergency Grant Application

From: [Jacobs, Matt](#)
To: [Kelly Passauer](#); [Logan Falletti](#)
Cc: [16373 - Independence, KS Run-Up Pad Reconst.](#); [Mike Passauer](#); ["Mike Conway"](#)
Subject: Recomm. for Award of Construction Contract - Independence, KS Airport South Apron Runup Area Reconstruction (KAIP Project No. AV-2020-19/20)
Date: Wednesday, August 19, 2020 5:58:38 PM
Attachments: [IDP Bid Tab.pdf](#)
[IDP Budget with Low Bid.pdf](#)

Hello Kelly and Logan,

The bids for the above referenced project have been tabulated and analyzed. Based upon our analysis of the bids received for the project, we recommend the City of Independence enter into a contract with the low bidder, J. Graham Construction, Inc. in the amount of \$779,264.40 for the work associated with the referenced project for the Base Bid and Add Alternate No. 1 (treated subgrade) scenario.

J. Graham Construction, Inc. has also provided us with a list of similar construction projects completed within the past three years along with a reference for each project. We contacted two engineering references for three of the projects listed and one City reference for two of the projects listed. All references contacted provided us with a very favorable response in regards to the contractor's performance and quality of work.

In addition, J. Graham Construction, Inc. provided us with a list of proposed subcontractors that they intend to utilize for the project, in addition to identifying what items on the project that they will be self-performing. We've confirmed that J. Graham Construction, Inc. is prequalified with the Kansas Department of Transportation for various work classes including Portland cement concrete pavement for projects less than 10,000 S.Y. which is more than the 6,862 S.Y. of concrete paving included with our project. In addition, we have previous experience with the proposed subcontractors and feel that J. Graham Construction, Inc. is adequately set up to complete the project in accordance with the requirements set forth in the construction Plans and technical specifications.

Therefore, it is of our opinion that J. Graham Construction, Inc. is qualified to complete the proposed work for this project. Attached for the City and KDOT's use and reference for concurring with our recommendation of award are the following:

1. Tabulation of Bids.
2. Updated Total Project Budget for Grants -19 and -20 which includes the bid amount submitted by J. Graham Construction, Inc. As noted in the attached budget, the required KDOT share for construction (\$772,740) exceeds the AV-2020-19 grant amount of \$693,000 by \$79,740. Therefore, in order to make the project whole, additional KDOT KAIP funding is required along with \$8,860 of additional local funding. The highlighted section on the attached budget summarizes the additional funding requirements for the KDOT grant and Sponsor match. We've been in communication with the KDOT Division of Aviation regarding the need for additional funding, and have been advised by KDOT to have the City submit an

Emergency grant application for the additional costs required to provide 90% funding for the entire amount related to the construction phase. This application will be transmitted under separate cover.

If you have any questions or comments regarding the items listed above, please do not hesitate to contact us. Thanks.

Matt Jacobs, PE
Vice President, Aviation

LOCHNER

16105 W. 113th Street, Suite 107

Lenexa, KS 66219

P 816.945.5840

D 816.945.5865

C 816.590.7517

hwlochner.com

-

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-

Please note: Lochner will not change its bank account information or invoice procedures via email. If you receive an email requesting changes of this nature, please contact Paula Tomlins, Director of Finance or Lynette Mantey, Controller at 312-372-7346 prior to making any change.

TABULATION OF BIDS

INDEPENDENCE MUNICIPAL AIRPORT (IDP) INDEPENDENCE, KANSAS

BASE BID

Reconstruct South Apron Runup Area

ADD ALTERNATE NO. 1

With 12" Treated Subgrade (ADDED PER ADDENDUM NO. 1)

ADD ALTERNATE NO. 2

With 12" Aggregate Subbase Course (ADDED PER ADDENDUM NO. 1)

KDOT Project No. AV-2020-20 (DESIGN)
KDOT Project No. AV-2020-19 (CONSTRUCTION)

Bids Received: 6/30/2020
Lochner Job No.: 000016373

Bids Tabulated By: IJW
Date: 6/30/2020

Bids Checked By: RMD
Date: 6/30/2020



\\KAC\PRJ\000016373\PROJECT FILES\ESTIMATE & BUDGET\Master-PayItems_(IDP Runup Area).xlsm\BID TAB

Item No.	Item Description	Quantity	Unit	Engineer's Estimate		J. Graham Construction, Inc. 1306 S. Elm Coffeyville, KS 67337		Emery Sapp & Sons, Inc. 140 Walnut Street Kansas City, MO 64106		GCC Enterprises, Inc. 1601 Valley View Lane Dallas, TX 75234	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID											
1	Contractor Quality Control Program (CQCP)	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 50,321.33	\$ 50,321.33	\$ 24,200.00	\$ 24,200.00
2	Erosion Control Barrier (Silt Fence)	150	L.F.	\$ 5.00	\$ 750.00	\$ 5.25	\$ 787.50	\$ 5.62	\$ 843.00	\$ 15.00	\$ 2,250.00
3	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	\$ 60,163.00	\$ 60,163.00	\$ 65,250.00	\$ 65,250.00	\$ 68,607.00	\$ 68,607.00	\$ 83,000.00	\$ 83,000.00
4	Temporary Marking, Lighting, and Barricades	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 22,263.95	\$ 22,263.95	\$ 12,000.00	\$ 12,000.00
5	Existing Pavement Removal	6,869	S.Y.	\$ 8.00	\$ 54,952.00	\$ 5.50	\$ 37,779.50	\$ 7.71	\$ 52,959.99	\$ 7.00	\$ 48,083.00
6	Saw Cut	1,047	L.F.	\$ 5.00	\$ 5,235.00	\$ 2.00	\$ 2,094.00	\$ 1.57	\$ 1,643.79	\$ 6.00	\$ 6,282.00
7	Variable Depth Cold Milling (0" to 2")	418	S.Y.	\$ 10.00	\$ 4,180.00	\$ 7.00	\$ 2,926.00	\$ 18.56	\$ 7,758.08	\$ 15.00	\$ 6,270.00
8	Unsuitable Subgrade Removal and Replacement	600	C.Y.	\$ 20.00	\$ 12,000.00	\$ 17.50	\$ 10,500.00	\$ 69.92	\$ 41,952.00	\$ 35.00	\$ 21,000.00
9	Erosion Control Blanket, Type 2C	1,428	S.Y.	\$ 4.00	\$ 5,712.00	\$ 2.25	\$ 3,213.00	\$ 2.53	\$ 3,612.84	\$ 6.00	\$ 8,568.00
10	Aggregate Base Course (6")	6,878	S.Y.	\$ 8.00	\$ 55,024.00	\$ 13.00	\$ 89,414.00	\$ 11.76	\$ 80,885.28	\$ 18.00	\$ 123,804.00
11	P.C.C. Pavement (6")	6,862	S.Y.	\$ 60.00	\$ 411,720.00	\$ 70.00	\$ 480,340.00	\$ 49.25	\$ 337,953.50	\$ 56.00	\$ 384,272.00
12	Surface Preparation, Pavement Marking Removal	1,707	S.F.	\$ 2.00	\$ 3,414.00	\$ 1.75	\$ 2,987.25	\$ 1.92	\$ 3,277.44	\$ 3.00	\$ 5,121.00
13	Temporary Non-Reflectorized Pavement Marking (Yellow)	2,129	S.F.	\$ 2.00	\$ 4,258.00	\$ 1.10	\$ 2,341.90	\$ 1.12	\$ 2,384.48	\$ 2.00	\$ 4,258.00
14	Permanent Reflectorized Pavement Marking (Yellow)	2,129	S.F.	\$ 2.00	\$ 4,258.00	\$ 2.10	\$ 4,470.90	\$ 2.25	\$ 4,790.25	\$ 3.00	\$ 6,387.00
15	Permanent Non-Reflectorized Pavement Marking (Black)	2,417	S.F.	\$ 2.00	\$ 4,834.00	\$ 1.55	\$ 3,746.35	\$ 1.72	\$ 4,157.24	\$ 2.00	\$ 4,834.00
16	Permanent Seeding	1	L.S.	\$ 3,000.00	\$ 3,000.00	\$ 1,750.00	\$ 1,750.00	\$ 2,495.17	\$ 2,495.17	\$ 3,500.00	\$ 3,500.00
17	Temporary Seeding	1	L.S.	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 166.34	\$ 166.34	\$ 3,500.00	\$ 3,500.00
Base Bid - Subtotal				\$ 641,000.00		\$ 719,100.40		\$ 686,071.68		\$ 747,329.00	
ADD ALTERNATE NO. 1											
1	Unclassified Excavation	1,489	C.Y.	\$ 10.00	\$ 14,890.00	\$ 15.00	\$ 22,335.00	\$ 22.40	\$ 33,353.60	\$ 17.00	\$ 25,313.00
2	Treated Subgrade (12")	6,878	S.Y.	\$ 10.00	\$ 68,780.00	\$ 5.50	\$ 37,829.00	\$ 10.01	\$ 68,848.78	\$ 8.00	\$ 55,024.00
Add Alternate No. 1 - Subtotal				\$ 83,670.00		\$ 60,164.00		\$ 102,202.38		\$ 80,337.00	
ADD ALTERNATE NO. 2											
1	Unclassified Excavation	3,798	C.Y.	\$ 8.00	\$ 30,384.00	NO BID SUBMITTED		\$ 18.49	\$ 70,225.02	\$ 17.00	\$ 64,566.00
2	Aggregate Subbase Course (12")	6,878	S.Y.	\$ 15.00	\$ 103,170.00	NO BID SUBMITTED		\$ 22.36	\$ 153,792.08	\$ 23.00	\$ 158,194.00
Add Alternate No. 2 - Subtotal				\$ 133,554.00		\$ -		\$ 224,017.10		\$ 222,760.00	
BASE BID + ADD ALTERNATE NO. 1 - TOTAL				\$ 724,670.00		\$ 779,264.40		\$ 788,274.06		\$ 827,666.00	
BASE BID + ADD ALTERNATE NO. 2 - TOTAL				\$ 774,554.00		NO BID SUBMITTED		\$ 910,088.78		\$ 970,089.00	

LOCHNER

				GDS, LLC. 901 North 11th Street St. Joseph, MO 64501		Contech, Inc. 114 S. Elm Place Broken Arrow, OK 74012		LaForge and Budd 2020 North 21st Street Parsons, KS 67357		Koss Construction Company 5830 SW Drury Lane Topeka, KS 66604	
Item No.	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID											
1	Contractor Quality Control Program (CQCP)	1	L.S.	\$ 58,230.00	\$ 58,230.00	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00
2	Erosion Control Barrier (Silt Fence)	150	L.F.	\$ 3.25	\$ 487.50	\$ 4.00	\$ 600.00	\$ 5.00	\$ 750.00	\$ 5.50	\$ 825.00
3	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	\$ 78,337.50	\$ 78,337.50	\$ 30,000.00	\$ 30,000.00	\$ 75,000.00	\$ 75,000.00	\$ 108,500.00	\$ 108,500.00
4	Temporary Marking, Lighting, and Barricades	1	L.S.	\$ 8,320.00	\$ 8,320.00	\$ 3,000.00	\$ 3,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00
5	Existing Pavement Removal	6,869	S.Y.	\$ 4.82	\$ 33,108.58	\$ 9.00	\$ 61,821.00	\$ 5.00	\$ 34,345.00	\$ 8.50	\$ 58,386.50
6	Saw Cut	1,047	L.F.	\$ 4.00	\$ 4,188.00	\$ 6.00	\$ 6,282.00	\$ 8.00	\$ 8,376.00	\$ 4.00	\$ 4,188.00
7	Variable Depth Cold Milling (0" to 2")	418	S.Y.	\$ 13.47	\$ 5,630.46	\$ 20.00	\$ 8,360.00	\$ 12.00	\$ 5,016.00	\$ 25.00	\$ 10,450.00
8	Unsuitable Subgrade Removal and Replacement	600	C.Y.	\$ 16.40	\$ 9,840.00	\$ 35.00	\$ 21,000.00	\$ 15.00	\$ 9,000.00	\$ 75.00	\$ 45,000.00
9	Erosion Control Blanket, Type 2C	1,428	S.Y.	\$ 2.40	\$ 3,427.20	\$ 3.00	\$ 4,284.00	\$ 2.25	\$ 3,213.00	\$ 3.00	\$ 4,284.00
10	Aggregate Base Course (6")	6,878	S.Y.	\$ 8.40	\$ 57,775.20	\$ 12.00	\$ 82,536.00	\$ 15.00	\$ 103,170.00	\$ 15.00	\$ 103,170.00
11	P.C.C. Pavement (6")	6,862	S.Y.	\$ 72.00	\$ 494,064.00	\$ 68.00	\$ 466,616.00	\$ 83.00	\$ 569,546.00	\$ 80.00	\$ 548,960.00
12	Surface Preparation, Pavement Marking Removal	1,707	S.F.	\$ 2.08	\$ 3,550.56	\$ 3.50	\$ 5,974.50	\$ 1.71	\$ 2,918.97	\$ 2.00	\$ 3,414.00
13	Temporary Non-ReflectORIZED Pavement Marking (Yellow)	2,129	S.F.	\$ 1.22	\$ 2,597.38	\$ 3.50	\$ 7,451.50	\$ 1.00	\$ 2,129.00	\$ 1.25	\$ 2,661.25
14	Permanent ReflectORIZED Pavement Marking (Yellow)	2,129	S.F.	\$ 2.38	\$ 5,067.02	\$ 5.75	\$ 12,241.75	\$ 2.00	\$ 4,258.00	\$ 2.25	\$ 4,790.25
15	Permanent Non-ReflectORIZED Pavement Marking (Black)	2,417	S.F.	\$ 1.98	\$ 4,785.66	\$ 3.50	\$ 8,459.50	\$ 1.53	\$ 3,698.01	\$ 1.75	\$ 4,229.75
16	Permanent Seeding	1	L.S.	\$ 4,356.00	\$ 4,356.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
17	Temporary Seeding	1	L.S.	\$ 4,356.00	\$ 4,356.00	\$ 2,000.00	\$ 2,000.00	\$ 100.00	\$ 100.00	\$ 110.00	\$ 110.00
Base Bid - Subtotal				\$ 778,121.06		\$ 752,626.25		\$ 878,819.98		\$ 947,468.75	
ADD ALTERNATE NO. 1											
1	Unclassified Excavation	1,489	C.Y.	\$ 14.20	\$ 21,143.80	\$ 13.00	\$ 19,357.00	\$ 18.00	\$ 26,802.00	\$ 12.50	\$ 18,612.50
2	Treated Subgrade (12")	6,878	S.Y.	\$ 7.20	\$ 49,521.60	\$ 12.50	\$ 85,975.00	\$ 8.50	\$ 58,463.00	\$ 20.00	\$ 137,560.00
Add Alternate No. 1 - Subtotal				\$ 70,665.40		\$ 105,332.00		\$ 85,265.00		\$ 156,172.50	
ADD ALTERNATE NO. 2											
1	Unclassified Excavation	3,798	C.Y.	\$ 13.80	\$ 52,412.40	\$ 13.00	\$ 49,374.00	NO BID SUBMITTED		NO BID SUBMITTED	
2	Aggregate Subbase Course (12")	6,878	S.Y.	\$ 13.72	\$ 94,366.16	\$ 20.50	\$ 140,999.00	NO BID SUBMITTED		NO BID SUBMITTED	
Add Alternate No. 2 - Subtotal				\$ 146,778.56		\$ 190,373.00		\$ -		\$ -	
BASE BID + ADD ALTERNATE NO. 1 - TOTAL				\$ 848,786.46		\$ 857,958.25		\$ 964,084.98		\$ 1,103,641.25	
BASE BID + ADD ALTERNATE NO. 2 - TOTAL				\$ 924,899.62		\$ 942,999.25		NO BID SUBMITTED		NO BID SUBMITTED	

TOTAL PROJECT BUDGET

INDEPENDENCE MUNICIPAL AIRPORT (IDP) INDEPENDENCE, KANSAS

KDOT Project No. AV-2020-20 (DESIGN)
KDOT Project No. AV-2020-19 (CONSTRUCTION)

BASE BID
Reconstruct South Apron Runup Area

ADD ALTERNATE NO. 1
With 12" Treated Subgrade (ADDED PER ADDENDUM NO. 1)

July 13, 2020

I:\KAC\PRJ\000016373\PROJECT FILES\AE\ESTIMATE & BUDGET\Master-Payitems_(IDP Runup Area).xlm\BUDGET (AA1 WITH LOW BID)

PROJECT FUNDING

KDOT Grant AV-2020-20 - Design (95%)		\$	28,500
Local Matching Funds for Grant AV-2020-20 - Design (5%)		\$	1,500
	Total Grant-20	\$	30,000
KDOT Grant AV-2020-19 - Construction (90%)		\$	693,000
Local Matching Funds for Grant AV-2020-19 - Construction (10%)		\$	77,000
	Total Grant-19	\$	770,000
Proposed Grant AV-2020-19 Amendment for Additional Funding (90%)		\$	79,740
Proposed Additional Local Matching Funds (10%)		\$	8,860
	-----> Total Additional Funding	\$	88,600
			TOTAL PROJECT FUNDING
			\$ 888,600

PROJECT COSTS (DESIGN) - KDOT GRANT 20

	Local Cost (5%)	KDOT Cost (95%)	Total Cost
<u>Engineering</u>			
Design - Basic Services	\$ 1,500.00	\$ 28,500.00	\$ 30,000.00
Subtotal	\$ 1,500.00	\$ 28,500.00	\$ 30,000.00
TOTAL DESIGN COSTS - KDOT GRANT 20	\$ 1,500	\$ 28,500	\$ 30,000

PROJECT COSTS (CONSTRUCTION) - KDOT GRANT 19

	Local Cost (10%)	KDOT Cost (90%)	Total Cost
<u>Administrative</u>			
Advertising (Est.)	\$ 8.60	\$ 77.40	\$ 86.00
Subtotal	\$ 8.60	\$ 77.40	\$ 86.00
<u>Engineering</u>			
Construction Services (Est.)	\$ 7,925.00	\$ 71,325.00	\$ 79,250.00
Subtotal	\$ 7,925.00	\$ 71,325.00	\$ 79,250.00
<u>Construction</u>			
Construction Costs - J. Graham Construction (BB + AA1)	\$ 77,926.44	\$ 701,337.96	\$ 779,264.40
Subtotal	\$ 77,926.44	\$ 701,337.96	\$ 779,264.40
TOTAL CONSTRUCTION COSTS - KDOT GRANT 19	\$ 85,860	\$ 772,740	\$ 858,600

TOTAL PROJECT COSTS (EST.) \$ 87,360 \$ 801,240 \$ 888,600

**SUPPLEMENTAL AGREEMENT NO. 1
AGREEMENT FOR SERVICES TO
INDEPENDENCE MUNICIPAL AIRPORT (IDP)
INDEPENDENCE, KANSAS
DESIGN KDOT PROJECT NO. AV-2020-20
CONSTRUCTION KDOT PROJECT NO. AV-2020-19**

ORIGINAL AGREEMENT DATED SEPTEMBER 12TH, 2019

THIS SUPPLEMENTAL AGREEMENT NO. 1 made and entered into this _____ day of _____, 2020 by and between the City of Independence, Kansas, with offices located at 811 W. Laurel Street, Independence, KS 67301, hereinafter referred to as the "Sponsor", and H.W. Lochner, Inc. (Lochner), with offices located at 16105 W. 113th Street, Ste. 107, Lenexa, KS 66219, hereinafter called the "Consultant."

WITNESSETH:

WHEREAS, the Sponsor is desirous of making the following improvements, hereinafter called the "Project", at the Independence Municipal Airport:

- Reconstruct South Apron Runup Area
- This Project is being funded through a grant from the Kansas Department of Transportation (KDOT) Division of Aviation

WHEREAS, the Sponsor now desires to add the Scope of Services, Time Schedule, and Compensation associated with the following items as identified in the Original Agreement.

C. CONSTRUCTION SERVICES

WHEREAS, the Sponsor has agreed to employ the Consultant to provide the engineering services required for performing designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and project budget. The Consultant shall also assist the Sponsor with bidding and administrative services. The Sponsor now desires to add to this Agreement the additional services for providing construction administration, materials testing, observation, and project closeout services for the proposed Project upon the award of the Construction Contract.

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I
SCOPE OF SERVICES

Replace the entire contents of Item C. of the Original Agreement with the following:

C. CONSTRUCTION SERVICES

1. Preliminary
 - a. Prepare copies of the Construction Plans and Contract Documents/Technical Specifications for use by the Contractor during construction.
 - b. A Construction Observation Plan will not be required for this project.
 - c. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to the attendees.
2. Provide construction management and on-site construction observation services.
 - a. Provide construction observation services, including preparation of daily reports, weekly reports, and other reports as required by the KDOT to document the prosecution and progress of the Project. The Consultant shall provide full-time observation of the Project.
 - b. Review material certification submittals from the Contractor.
 - c. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.
 - d. Prepare change orders and supplemental agreements necessary for construction of the Project.
 - e. Attend and conduct a final review of the Project with the Sponsor and KDOT.
3. Project Closeout Phase
 - a. Prepare and submit to the Sponsor one (1) set of black line prints of the record drawings. The Sponsor will be provided with electronic data of the record drawings upon request.
 - b. Prepare the documents relating to engineering design and construction services for Project closeout as required by the KDOT.
 - c. Prepare and submit the Final Construction Report.
 - d. Compile a copy of the Contractor's certified payroll records for the Sponsor.
 - e. An update to the Airport Layout Plan will not be required for this Project.

**ARTICLE II
SPONSOR'S RESPONSIBILITIES**

No Change from Original Agreement.

**ARTICLE III
TIME SCHEDULE**

*Change Item C. **CONSTRUCTION SERVICES** of the Original Agreement to read as follows:*

The performance of this Supplemental Agreement is contingent and valid only on the receipt by the Sponsor of a grant from the Federal Aviation Administration for the Project. After receipt and acceptance of the grant offer, the Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

C. CONSTRUCTION SERVICES

1. through 2. Construction Services As Required for 50 Calendar Day Construction Project
3. Project Closeout Phase 90 Calendar Days After

**ARTICLE IV
COMPENSATION**

Delete the entire contents of Article IV, COMPENSATION, from Original Agreement, and replace with the following:

The Sponsor agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. BASIC SERVICES

1. Preliminary Phase.....	\$ 1,400.00 Lump Sum
2. Design Phase – Engineer’s Design Report and CSPP Report.....	\$3,500.00 Lump Sum
3. Design Phase – Plans and Specifications	\$12,400.00 Lump Sum
4. Bidding Phase	\$ 3,000.00 Lump Sum
Subtotal Basic Services	\$20,400.00 Lump Sum

B. SPECIAL SERVICES

1. Administrative Assistance.....	\$ 1,700.00 Lump Sum
2. Field Survey – Engineering Design	\$ 2,600.00 Lump Sum
3. Geotechnical and Pavement Investigation	\$ 1,700.00 Lump Sum
4. Permitting/SWPPP	\$ 1,100.00 Lump Sum
Subtotal Special Services	\$ 9,600.00 Lump Sum
Total Basic and Special Services	\$30,000.00 Lump Sum

C. CONSTRUCTION SERVICES

1. through 2 (<i>Supplemental Agreement No. 1</i>).....	\$ 73,250.00 Not-to-Exceed
3. Project Closeout Phase (<i>Supplemental Agreement No. 1</i>).....	\$ 6,000.00 Lump Sum
Total Construction Services	\$ 79,250.00 Not-to-Exceed

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Sponsor.

For Item A. Basic Services, Item B. Special Services, and Item C. Construction Services, Part 3, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Sponsor a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

The fixed payment to the Consultant for services outlined in Item C. 1. through 2., Construction Services, shall be \$7,144.67, and the total payment to the Consultant shall not exceed \$73,250.

If the Contractor exceeds a construction contract period of 50 calendar days, the Consultant may renegotiate the respective fixed payment and not-to-exceed amount. The renegotiated fixed payment and not-to-exceed amount will be estimated based on direct salary costs, labor and general overhead, out-of-pocket expenses, and profit similar to those used in this Supplemental Agreement.

The Consultant will use an independent laboratory for materials acceptance testing.

Travel on and off the Project site required of Consultant personnel will be compensated at the current rate allowed by the Internal Revenue Service.

For engineering services applicable to Item C., Parts 1 and 2, the Consultant will submit monthly statements to the Sponsor for payroll costs times a factor for labor and general administrative overhead (2.5223) and all other expenses incurred on the Project. A pro rata share of the fixed payment in proportion of the statement amount to the not-to-exceed amount will be included on the monthly statement.

Costs other than personnel services incurred by the Consultant will be documented in the written statement and will be at the cost to the Consultant from the vendor.

Progress payments shall be made to the Consultant within thirty (30) calendar days of receipt of proper billing statement.

**ARTICLE V
MANDATORY FEDERAL CONTRACT PROVISIONS**

No Change from Original Agreement:

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

No Change from Original Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 1 to be signed by their duly authorized officers on the day and year first above-written. This Supplemental Agreement shall be binding upon the undersigned parties, their successors, partners, assigns, and legal representatives. All other stipulations of the Original Agreement dated September 12th, 2019 shall remain in effect.

ATTEST:

SPONSOR:

CITY OF INDEPENDENCE KANSAS

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

CONSULTANT:

H.W. LOCHNER, INC.

By: 
Matthew J. Jacobs, PE

By: 
Christopher V. Flageolle, PE

Title: VP-Aviation

Title: VP-CEI Group Manager

SUPPLEMENTAL AGREEMENT NO. 1
DERIVATION OF CONSULTANT PROJECT COSTS

CONSTRUCTION SERVICES
CONSTRUCTION MANAGEMENT AND OBSERVATION SERVICES

RECONSTRUCT SOUTH APRON RUNUP AREA

DESIGN KDOT PROJECT NO. AV 2020-20

CONSTRUCTION KDOT PROJECT NO. AV 2020-19

**INDEPENDENCE MUNICIPAL AIRPORT
INDEPENDENCE, KANSAS**

50 CALENDAR DAY CONSTRUCTION CONTRACT TIME

August 19, 2020

1. DIRECT SALARY COSTS

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Senior Project Manager	38	\$75.00	\$ 2,850.00
Design Engineer II	42	\$42.00	\$ 1,764.00
Design Engineer I	20	\$36.00	\$ 720.00
Construction Observer (*)	374	\$35.00	\$ 13,090.00
Technician	8	\$25.00	\$ 200.00
Administrative Assistant	13	\$20.00	\$ 260.00

Total Direct Salary Costs= **\$ 18,884.00**

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 152.23% **\$ 28,747.11**

3. SUBTOTAL OF ITEMS 1 AND 2 **\$ 47,631.11**

4. PROFIT @ 15% **\$ 7,144.67**

5. OUT-OF-POCKET EXPENSES

a. Mileage	4,700	miles @ \$0.575/mile =	\$ 2,702.58
b. Meals	42	@ \$55.00/day =	\$ 2,294.29
c. Motel	36	days @ \$96.00/day =	\$ 3,428.57
d. Misc. Mailing, Etc.			= \$ 48.78
e. Misc. Materials Testing			= <u>\$ 10,000.00</u>

Total Expenses = **\$ 18,474.22**

6. SUBCONTRACT COST

a. None **\$ -**

7. TOTAL COST (ITEMS 3, 4, 5 AND 6) **\$ 73,250.00**

(*) Construction Observation time based on 50 hrs per week during construction activities.

SUPPLEMENTAL AGREEMENT NO. 1
DERIVATION OF CONSULTANT PROJECT COSTS

CONSTRUCTION SERVICES
PROJECT CLOSEOUT PHASE

RECONSTRUCT SOUTH APRON RUNUP AREA

DESIGN KDOT PROJECT NO. AV 2020-20

CONSTRUCTION KDOT PROJECT NO. AV 2020-19

INDEPENDENCE MUNICIPAL AIRPORT
INDEPENDENCE, KANSAS

August 19, 2020

1. DIRECT SALARY COSTS

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Senior Project Manager	9	\$75.00	\$ 675.00
Design Engineer II	0	\$42.00	\$ -
Design Engineer I	18	\$36.00	\$ 648.00
Construction Observer (*)	0	\$35.00	\$ -
Technician	14	\$25.00	\$ 350.00
Administrative Assistant	19	\$20.00	\$ 380.00

Total Direct Salary Costs= **\$ 2,053.00**

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 152.23% **\$ 3,125.28**

3. SUBTOTAL OF ITEMS 1 AND 2 \$ 5,178.28

4. PROFIT @ 15% \$ 776.74

5. OUT-OF-POCKET EXPENSES

a. Mileage	0 miles @ \$0.575/mile =	\$ -
b. Meals	0 @ \$55.00/day =	\$ -
c. Motel	0 days @ \$96.00/day =	\$ -
d. Mailing & Misc. Expenses		= \$ 44.98

Total Expenses = **\$ 44.98**

6. SUBCONTRACT COST

a. None **\$ -**

7. TOTAL COST (ITEMS 3, 4, 5 AND 6) \$ 6,000.00

Kansas Airport Improvement Program (KAIP) Application Form

Submittal Date _____

Indicate by checking the corresponding box below for (See KAIP Guidelines for information on these categories):

- a) Regular Grant Application (indicate the Fiscal Year (FY) the application is to be considered);
- b) Current Year Out of Cycle Application
- c) Emergency Grant Application

Each Fiscal Year runs from July 1 – June 30. The fiscal year designation is the latter year in that timeframe.
Applications are due on or before September 30 of the preceding year.

For Example: Fiscal Year 2020 timeline: The fiscal year runs from 7/1/2019 to 6/30/2020; The application is due by 9/30/2018

Check One

FY 20 _____

CURRENT YEAR - OUT OF CYCLE

EMERGENCY

Applicant/Sponsor: City of Independence, Kansas

Airport Identifier: IDP

Project Category: Preservation Modernization Equipment Design/Planning

See KAIP Program Guidelines for category descriptions

Project Description (Use additional sheets as necessary):

Reconstruct South Runup Area. This area has been deemed unusable for ground operations as the existing concrete pavement is in poor condition. In order to safely operate aircraft without risk of damaging aircraft due to debris, the pavement needs to be replaced. With roughly half of IDP based Textron Aviation's daily operations originating at the south end of the airport, replacing the ramp and run up space will make operations much more safe and efficient for based and transient aircraft. KAIP Grants AV-2020-19/20 were issued for the design and construction phases associated with this project. Upon receipt of bids, it was determined that the required KAIP share for Grant-19 was \$79,740 over the grant amount of \$693,000. Ref. attached project budget for details. +

Total Project Costs.....\$ 88,600.00

We understand that if the project is approved, the Kansas Department of Transportation will participate in the project cost at the rate identified in the KAIP Program Guidelines as published on the KDOT Aviation website (<http://www.ksdot.org/divAviation>), not to exceed \$800,000 of state funds (\$1,600,000 for new primary runways; \$1,200,000 for full-depth reconstruction of existing primary runway). The Sponsor will be responsible for letting the contract for bids and supervising construction. Construction engineering is an eligible cost on construction contracts. Design is not an eligible cost except through a separate design grant.

Sponsor's Contact Person Kelly C. Passauer, CPM Title Assistant City Manager

Address City Hall, 811 W. Laurel Street, Independence, KS 67301

Phone (620) 332-2506 Fax _____ E-mail kellyp@independencesks.gov

Sponsor's Signature _____ Title _____

~ Additional information attached ~

ADDITIONAL INFORMATION

Attach any information or documentation to the application that you wish to be considered in evaluating the request. Such items might include photographs, engineering plans, economic impact statements, in-kind work, local support, situations unique to the project, and benefits derived. These items may be in a narrative form with focus on specifics and avoiding generalities.

It is expected that projects will vary greatly in cost and complexity. Sponsors are encouraged to review the proposed project with the Division of Aviation. Smaller projects may not require engineering or pre-planning that would be required for major runway rehabilitation projects. Sponsors will be responsible for all preliminary engineering and construction activities including plan preparation and letting of a contract. A contractual agreement will be executed between the Sponsor and the Kansas Department of Transportation that encompasses the work to be accomplished.

If requested by KDOT, all sponsors must provide verifiable evidence that activity on the specified project has begun within two (2) years of the agreement's effective date.

If a grant is offered, all sponsors must return the requested information within 120 days of the date on the grant offer letter.

Send Applications to:

By Mail:

Kansas Department of Transportation
Division of Aviation
700 SW Harrison
Topeka, KS 66603-3745
Phone 785-296-2553

By Fax:

785-296-3833

By E-mail:

KDOT.KDOTAviation@ks.gov

TOTAL PROJECT BUDGET

INDEPENDENCE MUNICIPAL AIRPORT (IDP) INDEPENDENCE, KANSAS

KDOT Project No. AV-2020-20 (DESIGN)
KDOT Project No. AV-2020-19 (CONSTRUCTION)

BASE BID
Reconstruct South Apron Runup Area

ADD ALTERNATE NO. 1
With 12" Treated Subgrade (ADDED PER ADDENDUM NO. 1)

July 13, 2020

I:\KAC\PRJ\000016373\PROJECT FILES\AE\ESTIMATE & BUDGET\Master-Payitems_(IDP Runup Area).xlm\BUDGET (AA1 WITH LOW BID)

PROJECT FUNDING

KDOT Grant AV-2020-20 - Design (95%)	\$	28,500
Local Matching Funds for Grant AV-2020-20 - Design (5%)	\$	1,500
Total Grant-20	\$	30,000
KDOT Grant AV-2020-19 - Construction (90%)	\$	693,000
Local Matching Funds for Grant AV-2020-19 - Construction (10%)	\$	77,000
Total Grant-19	\$	770,000
Proposed Grant AV-2020-19 Amendment for Additional Funding (90%)	\$	79,740
Proposed Additional Local Matching Funds (10%)	\$	8,860
-----> Total Additional Funding	\$	88,600
TOTAL PROJECT FUNDING	\$	888,600

PROJECT COSTS (DESIGN) - KDOT GRANT 20

	Local Cost (5%)	KDOT Cost (95%)	Total Cost
<u>Engineering</u>			
Design - Basic Services	\$ 1,500.00	\$ 28,500.00	\$ 30,000.00
Subtotal	\$ 1,500.00	\$ 28,500.00	\$ 30,000.00
TOTAL DESIGN COSTS - KDOT GRANT 20	\$ 1,500	\$ 28,500	\$ 30,000

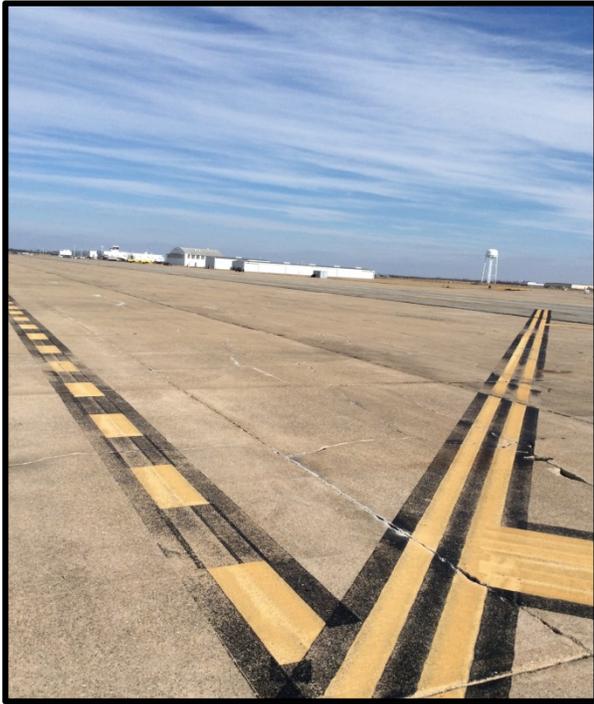
PROJECT COSTS (CONSTRUCTION) - KDOT GRANT 19

	Local Cost (10%)	KDOT Cost (90%)	Total Cost
<u>Administrative</u>			
Advertising (Est.)	\$ 8.60	\$ 77.40	\$ 86.00
Subtotal	\$ 8.60	\$ 77.40	\$ 86.00
<u>Engineering</u>			
Construction Services (Est.)	\$ 7,925.00	\$ 71,325.00	\$ 79,250.00
Subtotal	\$ 7,925.00	\$ 71,325.00	\$ 79,250.00
<u>Construction</u>			
Construction Costs - J. Graham Construction (BB + AA1)	\$ 77,926.44	\$ 701,337.96	\$ 779,264.40
Subtotal	\$ 77,926.44	\$ 701,337.96	\$ 779,264.40
TOTAL CONSTRUCTION COSTS - KDOT GRANT 19	\$ 85,860	\$ 772,740	\$ 858,600

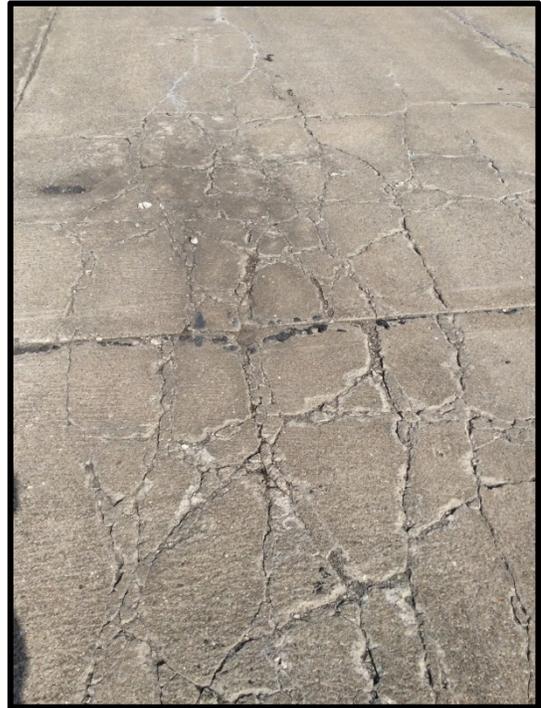
TOTAL PROJECT COSTS (EST.) \$ 87,360 \$ 801,240 \$ 888,600



General Airport Layout



South Apron Area Runup Pad



South Apron Area Runup Pavement



South Apron Area Runup Pavement



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 27, 2020

Department Police

Director Approval Jerry Harrison

AGENDA ITEM Consider setting a Special Commission Meeting to discuss the police department's response to the Chamber of Commerce's subcommittee, the Diversity Task Force (DTF), Policing Subcommittee concerns regarding police reforms.

SUMMARY RECOMMENDATION Set a Special Meeting for September __, 2020 at __: __ M

BACKGROUND At the June 22, 2020 DTF meeting the DTF formed a Policing Subcommittee to create a list of items to discuss with the Independence Police Department. Chief Harrison and Sgt. Stafford are members of the DTF, but neither were present due to a department meeting. After sending a request to work with the subcommittee on 7-20-2020 Harrison was not invited to participate and was not provided the subcommittee's questions in advance. On 7-27-2020 Harrison attended the regularly scheduled DTF meeting and was able to answer four questions before the meeting adjourned due to time. Harrison was notified that evening that the DTF had conducted a poll regarding IPD and published the results. Harrison received the full list of concerns on 7-28-2020. Harrison received a copy of the DTF survey from another staff member on 7-29-2020.

Staff are requesting a Special Commission Meeting for several reasons. These topics are important to the community as a whole and a Special Commission Meeting will foster transparency and share accurate information. Due to the number of concerns presented a special meeting will allow for most if not all the DTF's concerns to be formally addressed. A broad audience may be reached through cable access, Facebook Live, Microsoft Teams and public attendance. A special meeting will provide the DTF an opportunity to address the City Commission directly with any concerns. It is Chief Harrison's intent to provide a written response of the DTF's concerns to the DTF and City Commissioners so that all parties may adequately prepare for an open discussion. Chief Harrison's goal for the meeting is for IPD to share publicly what IPD is doing to improve the relationship with the community and to collaborate on a plan with the community on what areas IPD needs to work on to embrace meaningful, evidence-based reforms that will improve transparency, public trust, and quality of life as well as lower the fear of crime in Independence.

BUDGET IMPACT N/A

SUGGESTED MOTION I move to set a Special Meeting on September __, 2020 at __: __ M to discuss concerns of the Policing Subcommittee of the Diversity Taskforce, subcommittee of the Independence Chamber of Commerce.

SUPPORTING DOCUMENTS

1. Diversity Task Force Policing Subcommittee Questions email
2. Diversity Task Force Policing Subcommittee Report
3. Diversity Task Force Survey

Subcommittee questions and request for a copy of the IPD policies

Jeri Hopkins

Tue 7/28/2020 9:38 AM

To: Jerry Harrison; Barb Emert

Jerry,

Please see the questions below that the subcommittee came up with. The DTF would also like to receive a copy of the IPD's policies before our next meeting on August 24th so that we might be better informed.

Thank you for being so forthcoming at our meeting last night. I personally learned a great deal!

Best Regards,

Jeri Kay

Jeri Kay Hopkins, Director

Independence Public Library

620-331-3030

jeri@iplks.org

What are the written policy and procedures?

Is there a policy against chokeholds?

Can the Code of Conduct and all other policies be placed on the city website?

Is there a policy on the duty to intervene?

Is there a policy against using no-knock warrants?

What are the school resource officer policies?

Do the officers have qualified immunity?

If a report of a suspicious person is received by dispatch, what is the policy or procedure before an officer is sent?

Where is the line for engagement with a citizen by an officer on a report of a suspicious person? When do you not engage the citizen?

What is the procedure for transferring information from dispatch to officers?

What is the process for investigating misconduct and complaints?

Do we have an independent civilian review board for misconduct and complaints?

What are the training methods?

How often do they train on weapons?

How frequently do they require qualification for weapons?

How frequently do they train on soft skills like de-escalation, anti-bias?

What is the budget of the department?

How much is spent on training?

How much do we spend on firearms and bullets

Is it possible to design a mental health team to respond when a military response is not immediately necessary?

Is there disparate treatment of subgroups?

Who is the liability insurance provider?

How can we help?

Diversity Task Force | Policing Subcommittee Report

The Subcommittee on policing met twice in the last month. We conducted a survey on attitudes to the police department from students at Independence Community College and on the DTF Facebook page. We discussed police interactions with members of the Family of Christ Church. We also did research on issues and solutions to problems experienced in other communities. The following is a report of our findings and next steps that we recommend the Diversity Task Force take.

FINDINGS

1. Attitudes toward the police: The survey showed that 90% of the people in Independence have a positive attitude toward the Independence police department. Only 2% have a negative attitude with the remaining 8% being neutral. Although, the survey methodology is not scientific. Also the hispanic community does not report having significant encounters with the police department and they generally have a positive attitude toward the police department.
2. Community Oversight Boards: Other communities in Kansas have an impartial community board with oversight of complaints against the police department, police training, code of ethics and the overarching system. This would allow for transparency and confidence in the system. There are three different models for this process:
 - a. Investigative model: external impartial body that does the investigation
 - b. Review boards: review the internal investigation done by the police department. This is the less expensive model
 - c. Auditor monitor: This model requires professionals in policing to serve as auditors. This type of model also has jurisdiction over police training, the code of ethics, and overarching system. This is usually the most expensive model
2. Mental Health Crisis Response team: A team with extensive training on responding to people in mental health crisis. There is a strong need for such a team in Independence whether it is part of the police force or another organization.

RECOMMENDATIONS

1. Invite Police Chief Harrison to the next DTF meeting to ask him questions about the police department's policies and procedures, budget, training methods, community oversight board for complaints and a mental health crisis response team.
2. Address Commission to change policies.
3. Courageous Conversations.
4. Book Club: Scheduled for September 1 @ 6pm either virtually or at the library.
5. Diversity Task Force members read books on race relations.
 - a. [10 Books About Race To Read Instead Of Asking A Person Of Color To Explain Things To You](#)
 - b. [62 great books by Black authors, recommended by TED speakers](#)

Diversity Task Force Perception Survey

This survey is completely anonymous. Answer the following below.

* Required

How old are you? *

Your answer

What is your ethnicity? *

Your answer

Gender *

- Female
- Male
- Prefer not to say
- Other:

Where is your hometown? *

Your answer



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Do you feel comfortable talking to law enforcement? *

- Always
- Sometimes
- Never

Would you call the police if you were in trouble? *

- Always
- Sometimes
- Never

Do you believe calling the police will make a situation better? *

- Always
- Sometimes
- Never

How would you describe your views of the police? *

- Positive
- Neutral
- Negative



[Request edit access](#)



How would you describe any encounters you have had with the police? *

- Positive
- Neutral
- Negative

In the box below, please describe a time when you had an encounter with law enforcement. (negative or positive)

Your answer

Do you feel that racism is a problem in the United States? *

- Yes
- No

Do you feel like you have been discriminated against personally? *

- Yes
- No

Since living in Independence, what has your overall experience been? *

- Positive
- Negative

 [Request edit access](#)



If negative, please explain:

Your answer

Submit

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REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 27, 2020

Department Police

Director Approval Jerry Harrison

AGENDA ITEM Consider scheduling a Special Commission meeting for security training and to develop a security response plan for City Commission meetings.

SUMMARY RECOMMENDATION Set a Special Meeting for September __, 2020 at __: __ M

BACKGROUND Due to incidents of violence across the country City Commissioners requested a security and response plan for City Commissions meetings. Sgt. Stafford utilizes the A.L.I.C.E. training format. A.L.I.C.E. stands for Alert, Lockdown, Inform, Counter, Evacuate and empowers people to make good survival decisions should an attack occur. The format for the training is approximately one hour of classroom training and one hour of practical exercises designed to put the learned principles into action. This class is provided by IPD to the community as part of our community policing program. At the conclusion of the practical exercises the final part of the program is a walk-through of the facility and the collaborative development of the security response plan for City Commission meetings. The training and practicals are open to the public, however, the final security plan and walk through will be held in executive session in accordance with KSA 75-4319 (b)(12). This section allows for security measures of facilities or a public body to be held in executive session to protect against criminal acts designed to influence the public body. The dates that Officer Stafford will not be available include: August 28, 2020, September 4, 9, 14, and 21, 2020.

Municipal Court Judge Kusiak has requested to receive this training as well. It is our recommendation all Commissioners, Court Personnel, Department Heads, the City Clerk, and the City Attorney be present and participate in the training. The executive session is intended to include Sgt. Stafford, Department Heads, the City Clerk, City Attorney, and all City Commissioners. Court personnel will conduct their walk through and security planning with Sgt. Stafford at Temporary City Hall at later agreed upon date.

BUDGET IMPACT N/A

SUGGESTED MOTION I move to set a Special Meeting on September __, 2020 at __: __ M to conduct A.L.I.C.E. training and develop a security response plan for City Commission meetings.

SUPPORTING DOCUMENTS

1. KSA 75-4319
2. A.L.I.C.E. Summary

2017 Kansas Statutes

75-4319. Closed or executive meetings; conditions; authorized subjects for discussion; binding action prohibited; certain documents identified in meetings not subject to disclosure. (a) Upon formal motion made, seconded and carried, all public bodies and agencies subject to the open meetings act may recess, but not adjourn, open meetings for closed or executive meetings. Any motion to recess for a closed or executive meeting shall include: (1) A statement describing the subjects to be discussed during the closed or executive meeting; (2) the justification listed in subsection (b) for closing the meeting; and (3) the time and place at which the open meeting shall resume. The complete motion shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the public body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion.

(b) Justifications for recess to a closed or executive meeting may only include the following, the need:

- (1) To discuss personnel matters of nonelected personnel;
 - (2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship;
 - (3) to discuss employer-employee negotiations whether or not in consultation with the representative or representatives of the public body or agency;
 - (4) to discuss data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships;
 - (5) to discuss matters relating to actions adversely or favorably affecting a person as a student, patient or resident of a public institution, except that any such person shall have the right to a public hearing if requested by the person;
 - (6) for the preliminary discussion of the acquisition of real property;
 - (7) to discuss matters relating to parimutuel racing permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 74-8804, and amendments thereto;
 - (8) to discuss matters relating to the care of children permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 2017 Supp. 38-2212(d)(1) or 38-2213(e), and amendments thereto;
 - (9) to discuss matters relating to the investigation of child deaths permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 22a-243(j), and amendments thereto;
 - (10) to discuss matters relating to patients and providers permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 39-7,119(g), and amendments thereto;
 - (11) to discuss matters required to be discussed in a closed or executive meeting pursuant to a tribal-state gaming compact;
 - (12) to discuss matters relating to security measures, if the discussion of such matters at an open meeting would jeopardize such security measures, that protect: (A) Systems, facilities or equipment used in the production, transmission or distribution of energy, water or communications services; (B) transportation and sewer or wastewater treatment systems, facilities or equipment; (C) a public body or agency, public building or facility or the information system of a public body or agency; or (D) private property or persons, if the matter is submitted to the public body or agency for purposes of this paragraph. For purposes of this paragraph, security means measures that protect against criminal acts intended to intimidate or coerce the civilian population, influence government policy by intimidation or coercion or to affect the operation of government by disruption of public services, mass destruction, assassination or kidnapping. Security measures include, but are not limited to, intelligence information, tactical plans, resource deployment and vulnerability assessments;
 - (13) to discuss matters relating to maternity centers and child care facilities permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 65-525(d), and amendments thereto;
 - (14) to discuss matters relating to the office of inspector general permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 2017 Supp. 75-7427, and amendments thereto; and
 - (15) for the governor's domestic violence fatality review board to conduct case reviews.
- (c) No binding action shall be taken during closed or executive recesses, and such recesses shall not be used as a subterfuge to defeat the purposes of this act.
- (d) Any confidential records or information relating to security measures provided or received under the provisions of subsection (b)(12), shall not be subject to subpoena, discovery or other demand in any administrative, criminal or civil action.

History: L. 1972, ch. 319, § 3; L. 1977, ch. 301, § 3; L. 1981, ch. 344, § 1; L. 1988, ch. 315, § 4; L. 1992, ch. 318, § 9; L. 1993, ch. 286, § 75; L. 1994, ch. 254, § 3; L. 1996, ch. 256, § 23; L. 1999, ch. 96, § 2; L. 2001, ch. 190, § 2; L. 2004, ch. 177, § 2; L. 2005, ch. 126, § 4; L. 2007, ch. 177, § 16; L. 2009, ch. 132, § 14; L. 2012, ch. 16, § 33; L. 2015, ch. 68, § 16; L. 2017, ch. 73, § 4; July 1.

Revisor's Note:

Section was amended twice in the 2004 session, see also 75-4319b.

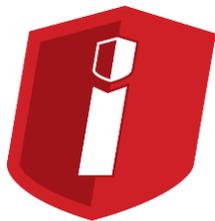
The **ALICE** program empowers individuals to participate in their own survival using proactive response strategies in the face of violence. The program is designed to ensure anybody can employ the strategies. Young, old, male, female, it does not matter. Individuals do not have to be a police officer or military trained to survive a violent encounter.



Alert is your first notification of danger. It is recognizing the signs of danger and receiving information about the danger from others.



Lockdown: If Evacuation is not a safe option, barricade entry points. Prepare to Evacuate or Counter if needed.



Inform: Communicate real time information on shooter location. Use clear and direct language using any communication means possible.



Counter: As a last resort, create noise, movement, distance and distraction to reduce the shooter's ability to shoot accurately.



Evacuate: When safe to do so, run from danger using non-traditional exits if necessary. Rally points should be predetermined.

Remember, there are no guarantees in an active shooter or violent intruder situation. Just as in most other emergency situations the more you prepare, the better your chances of survival.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 27, 2020

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider adopting an ordinance levying a special assessment for the purpose of paying the cost and expense of condemnation and demolition on condemned properties.

SUMMARY RECOMMENDATION Adopt the ordinance assessing nuisance costs.

BACKGROUND Attached is an ordinance levying a special tax for abating nuisances on certain properties. The nuisance costs being assessed are expenses related to abatement of nuisances relating to demolitions. City staff recommends adopting the attached ordinance.

BUDGET IMPACT This will provide an opportunity to reimburse costs to the City for demolition of these structures.

SUGGESTED MOTION I move to adopt Ordinance No. 4334 assessing nuisance costs for demolitions.

SUPPORTING DOCUMENTS Ordinance No. 4334

ORDINANCE NO. 4334

An Ordinance Levying a Special Assessment in the City of Independence, Kansas, on the Property Hereinafter Described for the Purpose of Paying the Cost and Expense of Condemnation and Demolition on Condemned Properties as Provided in K.S.A. 12-1750 and 12-1,115.

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

SECTION 1. There is hereby levied a special assessment to recover the cost and expense of condemnation and demolition on the following described properties, all in the City of Independence, Montgomery County, Kansas:

PARCEL ID	OWNER	CO-OWNER	SITUS ADD	AMT OWED
0993103023002	HORNEY, REBECCA SUE	WATERS, JAMIE DELORES	800 S 6TH ST	\$7,677.50
	Legal Description:	Lot 16, Block 10, South Side Heights Addition		
0873602002014	WALSH, VINCENT JAMES		1304 W MYRTLE	\$3,678.00
	Legal Description:	Lot 20, Westside Addition		
0872502011004	WILLIAMS, MARLA J		1001 N 18TH PLACE	\$8,978.00
	Legal Description:	Lot 120, College Crest Addition No. 3		
0872504021002	SMITH, CHARLTON NUYAKA		624 N 17TH	\$5,600.00
	Legal Description:	The North 25' of Lot 10 and all of Lots 11 and 12, Cavert's Addition		
0993103015005	SMITH, CHRISTOPHER R		716 S 6TH	\$10,188.00
	Legal Description:	Lot 12, Block 3, South Side Heights Addition		
0993101041006	FLEISCHER, JESSICA		500 S WALD	\$5,553.14
	Legal Description:	Lot 6, Block 4, Hill and Sutter's First Addition		
0873601010011	RADER, WANDA		804 W MAIN	\$7,599.00
	Legal Description:	Lot 11, Block 7, Concannon's Addition		
0993104003003	HORVATH, ALEXANDER D		606 FOUNTAIN	\$5,702.00
	Legal Description:	The North 50' of Lot 17, Sherwood's Addition		
0993101033008	ELSESSER, BRENDA S & ELSESSER, DAKER D:	BEALS, JENA R	419 S 2ND	\$4,761.50
	Legal Description:	The East 88' of Lot 5, Block 95, Original		
0872503015010	BILLIPS, DOUGLAS &	MARYANN	1320 W LOCUST ST	\$5,975.00
	Legal Description:	Lots 5 and 6, Block 4, Whiteman's First Addition		
0993103004003	RAINCROW, LINDA		520 S PENNSYLVANIA AVE	\$3,720.14
	Legal Description:	Out Lot 7, Except the North 46' and Except the South 15' of that part of Out Lot 7 added by vacation of L.T. Street, in Stephenson's Addition		
0872504040002	RICHARDSON, EDWARD L III &	JUDY	517 W CHESTNUT ST	\$7,676.50
	Legal Description:	Lot 10 and the North 4' of Lot 9, Block 14, Original		
0993101022019	STAHL, DIANA R		215 S EARL ST	\$11,007.00
	Legal Description:	Lot 4, Block 3, Chaney's Additon		
0941903010002	ALLEN, ROBERT W &	SUZANNE	1732 N 10TH	\$7,688.50
	Legal Description:	Lot 18, Block 1, Maywood Heights Addition		
0993102039010	DREHER, ANNIE M &	TRUE, JIMMY C	409 S 6 TH ST	\$10,900.00
	Legal Description:	The North 56.9' of Lot 3, Block 91, Original		
0873603007008	LOVE FELLOWSHIP CHURCH		721 S 18TH	\$980.76
	Legal Description:	Lots 4, 5 and 6, Block 14, Bloom's Addition		
0993101025001	BROWN, DANIELLE		301 S CEMENT ST	\$5,000.00
	Legal Description:	Lot 1 and the N/2 of Lot 2, Block 1, Chaney's Second Addition		
0993101026010	MATTHEWS, ROBIN		305 S BURNS ST	\$4,900.00
	Legal Description:	Lot 2, Block 2, Chaney's Second Addition		

ORDINANCE NO. 4334

0993101028002	JAVIAD, FARHAN	713 E MAGNOLIA ST	\$3,900.00
	Legal Description:	The West 75' of Lot 1 and the West 75' of the North 5' of Lot 2, County Clerk's Subdivision of Out Lot 32	
0873604011030	WATERS, LAURA	816 S 17TH ST	\$3,400.00
	Legal Description:	Lots 3, 4, 5, 6, 7 and 10 , Block 3, Forest Addition	
0873601024017	LAFORTE, CHARLES D	317 S 14TH ST	\$5,400.00
	Legal Description:	Lot 26, except the North 50' thereof, and all of Lot 27, Glenwood Addition	
0873602018016	MILLIGAN, TERRY E & ELAINE M	305 S 18TH ST	\$4,400.00
	Legal Description:	Lot 21, Block 2, Bloom's Addition	
0873601007007	PURPOSE VISIONS, LLC	208 N 17TH ST	\$3,400.00
	Legal Description:	The North 48' of Lots 7 and 8, Block 4, Concannon's Addition	
0873601009010	UNITED REAL ESTATE ACQUISITIONS, LLC	904 W MAIN ST	\$9,400.00
	Legal Description:	The East 20' of Lot 10, and the West 30' of Lot 11, Block 6, Concannon's Addition	
0872504039002	PHELPS, SUSAN	613 W CHESTNUT ST	\$3,900.00
	Legal Description:	The E/2 of Lot 10, Block 13, Original	
0993003028006	SHELDON PROPERTIES, INC	112 W CHESTNUT ST	\$6,900.00
	Legal Description:	The East 50' of Lot 14, and the South 25' of the East 50' of Lot 15, Block 7, Original	
			\$158,285.04

SECTION 2. The City Clerk has certified that the above described amounts are accurate and should be levied as special assessments against the above described properties pursuant to K.S.A. 12-1750 and 12-1,115.

SECTION 3. 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 27th day of August, 2020.

LEONHARD CAFLISCH, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



REQUEST FOR COMMISSION ACTION

CITY OF INDEPENDENCE

August 27, 2020

Department Safety & Code Enforcement

Director Approval David Cowan

AGENDA ITEM Consider an engineering agreement with TranSystems for ADA Overlays.

SUMMARY RECOMMENDATION City Staff recommends approving the agreement with TranSystems.

BACKGROUND The 2020 overlay project requires curb ramps be installed at intersections with existing sidewalks. TranSystems' contract is not to exceed \$13,000 for engineering, design and inspections of these curb ramps.

BUDGET IMPACT The budget impact would be from budgeted ADA funds for 2020 street overlay.

SUGGESTED MOTION I move to authorize the Mayor to sign a professional services agreement between the City of Independence and Transystems.

SUPPORTING DOCUMENTS Agreement

**AGREEMENT BETWEEN
CITY OF INDEPENDENCE, KANSAS and
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 design and construct the following described project:

Engineering Services relating to ADA work for 2020 Overlay Program

Whereas CLIENT desires to engage TRANSYSTEMS to provide 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 otherwise 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 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 2 (two) 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.

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 all engineering Services, CLIENT shall pay TranSystems at the rates and amount set forth in the TRANSYSTEMS Schedule of Rates and Expenses which is in effect. The maximum fee for the services as described in Exhibit A shall be \$13,000.

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 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 5.5.1 Interest, Suspension of Services. If CLIENT fails to make any payment due TRANSYSTEMS for services and expenses within thirty (30) days after receipt of TRANSYSTEMS' statement therefor, TRANSYSTEMS shall be entitled interest on the unpaid amounts due TRANSYSTEMS at the lesser of: i) 1.5 % per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due TRANSYSTEMS shall bear said rate of interest from the thirtieth day after CLIENT's receipt of TRANSYSTEMS' statement, until the entire unpaid balance has been paid to TRANSYSTEMS. In addition to being entitled to interest, TRANSYSTEMS may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until TRANSYSTEMS has been paid in full all amounts due for Services, expenses, and charges.

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 TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. 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 the event that CLIENT requests any electronic deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, 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 7.6.2 Client Insurance. If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

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 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 7.7.4 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, it's employees, agents or subcontractors).

Section 7.7.5 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.6 Limitation of Liability. To the fullest extent permitted by law, TRANSYSTEMS' and/or its individual principals, directors, officers, employees, agents and servants of the firm total liability to CLIENT for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including TRANSYSTEMS' indemnity obligations hereunder) shall not exceed the limits of any professional liability requirements set forth in Section 7.6.1.

Section 7.7.7 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 Betterment. If, due to TRANSYSTEMS's negligence, a required item or component of the Project is omitted from TRANSYSTEMS's construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Section 7.9 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 7.10 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 Attorneys Fees. In the event that either party hereto employs an attorney to enforce any provision of this Agreement or to collect damages for default or breach of this Agreement, or pursue claims in litigation or arbitration, each party shall be responsible for their own respective attorneys' fees.

Section 8.6 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 (except as otherwise provided in Section 8,5 above) 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 Kansas and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Montgomery County, Kansas.

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 8.7 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 8.8 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 owner 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

:

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 Kansas.

(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 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: _____

EXHIBIT "A"
Basic Services

Background: The City previously received bids for the HMA overlay of various streets for the 2020 overlay program. Sidewalk ramp replacement is required to meet ADA due to the overlay. The City has added the sidewalk ramps to an existing construction contract for Graham Construction.

1. Engineering Services:

TranSystems will provide construction engineering and inspection services for the ramps installed in the field by Graham Construction. Design drawings will not be prepared, however, TranSystems will check form and sidewalk slopes for ADA requirements, and utilize previously prepared standard detail drawings as guidance in the field.

TranSystems will conduct daily inspection of the work, and keep filed diaries and other data regarding construction. TranSystems will review the contractor pay requests and provide approved pay request data to the City.

SCHEDULE "1"
TRANSYSTEMS' Schedule of Rates and Expenses

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		
<ul style="list-style-type: none"> • 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. 			



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 27, 2020

Department Administration

Director Approval *Kelly Passauer*

AGENDA ITEM Consider adopting a resolution establishing a Business Incentive Policy as recommended by the Economic Development Advisory Board.

SUMMARY RECOMMENDATION City Staff recommends adopting the resolution.

BACKGROUND The Economic Development Advisory Board and the City Commission have jointly been working on a Business Incentive Policy. Attached is the policy with revisions from the Joint City Commission/Economic Development Advisory Board meeting held on July 7, 2020.

BUDGET IMPACT The budget impact is contingent on the number of incentives requested and approved.

SUGGESTED MOTION I move to adopt a resolution establishing a Business Incentive Policy as recommended by the Economic Development Advisory Board.

SUPPORTING DOCUMENTS Business Incentive Policy Resolution

RESOLUTION NO. 2020-_____

**A Resolution Adopting a
Business Incentive Policy for the City of Independence, Kansas**

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

Section 1. The governing body hereby adopts the Business Incentive Policy, attached hereto and incorporated herein by reference.

Section 2. The Business Incentive Policy shall take effect immediately upon its adoption.

Adopted by the Governing Body of the City of Independence, Kansas, on the 27th day of August, 2020.

LEONHARD CAFLISCH, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

BUSINESS INCENTIVE POLICY THE CITY OF INDEPENDENCE, KANSAS

Section 1. Purpose.

1.1. Growth. The City of Independence recognizes that the growth and development of new businesses is essential to Independence's economic and social well-being. The City is committed to working collaboratively with its economic development partners to expand Independence's economic base through incentive programs and development through the recruitment, retention, and expansion of a diverse mix of businesses in the local economy.

1.2. Overview. To stimulate economic growth, the City adopts the Business Incentive Policy to offer businesses assistance provided by the City and its economic development partners. Various incentive programs to new and expanding businesses and entrepreneurs are available which may include:

- a. Offering an employee-based Incentive Program to new and expanding businesses;
- b. Assisting businesses in finding available buildings, sites and lease space in partnership with Montgomery County Action Council "MCAC", the Independence Chamber of Commerce, and Independence Main Street;
- c. Establishing relationships with national and local manufacturers, brokers and developers, market analytics, and provide data and resources as needed;
- d. Recruiting targeted industries and service providers;
- e. Recruiting new retail opportunities;
- f. Supporting new business inquiries for escalating entrepreneurial endeavors expanding into viable businesses.

1.3. Incentive Program Benefits/Eligible Uses. This program is established to aid new and existing businesses in setting up or expanding their company in Independence. The incentive funding provided can be utilized for a variety of purposes including moving expenses, property acquisition, capital expenditures, utilities/services, personnel expansion, or materials and supplies.

1.4. Authorization. The Incentive Program will be funded by the "Economic Development/ Transportation Fund." Authorization for disbursement of incentives from this fund for the purposes of the Incentive Program must be approved by the City Commission or its designee.

Section 2. Eligibility.

2.1. Eligible Areas. Businesses located, or which will be located, within the city limits of the City of Independence are eligible. If a business locates outside the city limits, the property must be annexed by the City, or sign a pre-annexation agreement if the property is not currently eligible for annexation.

2.2. Eligible Applicants. Applicants should meet established qualification criteria such as:

a. Hiring or retaining five (5) or more full-time equivalent (FTE) employees, as defined by the Kansas Department of Labor, for a minimum of a five (5) year period and/or having annual or projected Gross Revenue of \$500,000; and

b. Pay a median wage in an amount equal to at least 100% of the county median wage or industry NAICS as published by the Kansas Department of Labor for the Southeast Kansas region at time of application. (*Note: If the median wage does not qualify for the incentive, then the annual average wage for the newly created jobs can be used.*)

Note: The NAICS Code lookup for median wages in Southeast Kansas is: <https://public.tableau.com/profile/kdol#!/vizhome/shared/HY6CPS9RZ>

c. Achieve an acceptable cost benefit analysis result for the specific business category as determined by the City Commission. While the results of the cost benefit analysis weigh heavily in the decisioning process, other criteria may be considered when it is in the best interest or promotes the well-being of the public.

Section 3. Categories.

3.1. In General. The Incentive Program shall include five (5) categories of businesses to which incentives may be given depending on but not limited to economic impact, creditworthiness, job impact, and immediate need. See Appendix "A" for potential incentive terms and rates.

3.2. Large Industrial. A large industrial business is a business that employs over one hundred (100) FTE employees and has pay rates that exceed the median wage for their industry NAICS code. This business is eligible for incentives that can be used toward any expense related to opening the location in Independence.

3.3. Small Industrial. A small industry prospect would employ five (5) or more FTE employees that exceed the county median wage or average NAICS code wage standards.

3.4. Large Retail. Includes large retail businesses that have been specifically identified as priorities through market research such as a retail gap study, etc. Such businesses are typically identified in strategic planning documents by the City and/or one of its economic development partners. Annual sales are typically larger than \$1,000,000. Funds are encouraged to be used for facility or infrastructure improvements but may be used for capital, personnel, safety, or any other use that the company outlines in their project.

3.5. Small Retail. Includes small retail businesses that have been specifically identified as priorities through market research such as a retail gap study, etc. Annual sales are typically less than \$1,000,000. Funds are encouraged to be used for facility or infrastructure improvements but may be used for capital, personnel, safety, or any other use that the company outlines in their project.

3.6. Service. Service type businesses that have been identified to fill gaps or expand services desired by the public. Funds are encouraged to be used for facility or

infrastructure improvements but may be used for capital, personnel, safety, or any other use that the company outlines in their project.

Section 4. Application and Approval Process.

4.1. Application. To be eligible for an incentive offer, a business must fill out the Project Initiation Form, found in Appendix “B” of this document or on the City of Independence or MCAC websites at:

City of Independence: www.independencesks.gov

MCAC: www.actioncouncil.com

Independence Chamber of Commerce: www.indkschamber.org

Independence Mainstreet: www.independencemainstreet.com

To speed up the process of the incentive package, an applicant may complete the first page of the application and send it to the City contact listed in Appendix “A”. If state incentives are sought, it is recommended to contact the MCAC listed in Appendix “A” to assist in form completion. This form should be completed and submitted at the same time as the Project Initiation Form.

4.2. Review. Upon receipt of the completed application and supporting documents, if any, staff will review the application and meet with the applicant to discuss incentives for which the applicant may be eligible as well as other recommendations that might benefit the business. This meeting should occur within one week of receipt of the completed application. Depending on various attributes of the request, the incentive could be structured as an up-front cash payment, an annual disbursement, or forgivable loan based on annual sales tax revenues or new jobs created. On a case by case basis, the City may also consider in-kind incentives such as waiver of certain customary fees.

4.3. Governing Body Approval. Incentives are approved by the City Commission or its designee as described in Appendix “A”. This policy allows City Staff to discuss potential incentives in excess of their authority during the rapid recruitment process. However, said discussions must include a disclaimer that ultimate approval rests with the City Commission or its designee. The City Manager will inform the City Commission such discussions are taking place as appropriate. Any incentive required to be brought before the Governing Body for approval, will include a recommendation by the Economic Development Advisory Board who is charged with vetting such requests. All recommendations will include documentation and/or information supporting the economic or other value to the City of Independence.

4.4. Follow-up. If an annual cash incentive is approved, the recipient shall provide the City as requested, sales reports, employee reports, or such other documentation required in order to determine the amount of the annual incentive payment. If a forgivable loan is approved, the recipient shall provide annual job reports, employee residency reports, or such other documentation that is required prior to any payments being forgiven. Annual reports are due within 60 days of recipients fiscal year-end to the Finance Director and the City Manager. Frequency of periodic reports will be specified on a case by case basis.

City staff will provide copies of all reports submitted to the Economic Development Advisory Board

for review and performance analysis.

Section 5. Review of Business Incentive Policy.

5.1. Review Frequency. The Business Incentive Policy will be reviewed annually by the Economic Development Advisory Board.

5.2. Amendments. If it is determined based on empirical data or current conditions that amendments to the policy are needed, the Board will make recommendations to the Commission for such amendments to be considered and adopted.

APPENDIX “A”

The City Commission delegates approval authority for business incentives equal to but not exceeding \$25,000.00 to the City Manager. Business incentives above that amount require City Commission approval.

Category	FTE's or Annual Gross Revenue Required	Maximum Term of Incentive	Incentive Benchmark per Job	*FTE Residency Bonus 67301	*FTE Residency Bonus USD 446	**Eligible Up-Front Payment	**Eligible Forgivable Loan	**Eligible In- Kind Fee Waiver
Large Industrial	100 +	10 years	\$1,000	\$500	\$250	X	X	X
Small Industrial	5-100 or \$500,000	10 years	\$1,000	\$500	\$250	NA	X	X
Large Retail	5 or \$500,000	5 years	\$1,000	\$500	\$250	X	X	X
Small Retail	5 or \$500,000	5 years	\$1,000	\$500	\$250	NA	X	X
Service	5 or \$500,000	5 years	\$1,000	\$500	\$250	NA	X	X

* May only qualify for one category of residency bonus

** Structure at sole discretion of the City

CONTACTS:

City of Independence
 City Manager
 811 W. Laurel St., 2nd Fl.
 Independence, KS 67301
 Phone: (620) 332-2506
 Fax: (620) 332-2535
 Email: kellyp@independencesks.gov
 Website: www.independencesks.gov

Montgomery County Action Council
 Executive Director
 115 S. 6th
 Independence, KS 67301
 Phone: (620) 331-3830
 Cell: (620) 779-1922
 Email: tpurdon@actioncouncil.com
 Website: www.actioncouncil.com

APPENDIX “B”

Form A – Project Initiation Form

Attached, or visit this link:

<https://forms.independenceks.gov/forms/iedab>

Independence Economic Development Advisory Board Project Initiation Form

Date:

COMPANY INFORMATION					
Legal Name of Business:			Type of Business:		
Primary Contact Person:			Mobile Phone:		
Email:			Business Phone:		
Website:			Social Media:		
Home Address of Owner:					
Project Site Address:					
Date business started:			# of Owners:		
NAICS Code (manufacturing):			Business EIN:		
Is there housing involved in this project?			What's your ideal business location?		
Business Structure (LLC, Sole Proprietorship, Inc.):			New or Existing Business:	NEW OR EXISTING BUSINESSES	
Who have you worked with so far on the project?	<input type="checkbox"/> Montgomery County Action Council	<input type="checkbox"/> City of Independence	<input type="checkbox"/> Independence Economic Development Advisory Board		
	<input type="checkbox"/> Chamber of Commerce	<input type="checkbox"/> Main Street	<input type="checkbox"/> Realtor: _____		
	<input type="checkbox"/> ICC / FabLab	<input type="checkbox"/> Architect	<input type="checkbox"/> Banker/Financing		
	<input type="checkbox"/> Other: _____				
Total Project Cost (Estimate):		Bank Financing:		Private Financing:	
Is there a hard deadline for financing? If so, when:		Do you have Bank Financing? If so, list loan officer contact information. If not, have you contacted a bank about this project?			
	Year 1	Year 2	Year 3	Year 4	Year 5
Jobs Created:					
Jobs Retained:					
Pay Range of Jobs:					
Describe the overall project:					

INFORMATION NEEDED FOR LOAN/INCENTIVE TO BE FINALIZED:

<input type="checkbox"/>	Detailed Company Information Form	Page 1
<input type="checkbox"/>	Written Business Plan and/or Memo regarding plans for business and this project. -Contact MCAC at Admin@actioncouncil.com or www.actioncouncil.com for SBDC assistance.	Description of Business Ownership Management Date Established Products/Services Market Analysis – Who is your competition? Future Plans
<input type="checkbox"/>	Funding Application:	https://www.actioncouncil.com/business/entrepreneurs-&-small-businesses/?cat=Small+Business+Loans – Small Business Loan Application
<input type="checkbox"/>	Financial Statements - Provided via excel sheet (https://www.actioncouncil.com/business/entrepreneurs-&-small-businesses/?cat=Small+Business+Loans)	Project Cost Sheet Profit and Loss Statement Business Projections Sheet Personal Income Statement
<input type="checkbox"/>	Operating Agreement – LLC, Inc., etc.	Must be signed by all members of the LLC, Corp, etc.
<input type="checkbox"/>	Borrowing Resolution	Resolution allowing owner to take on debt and request financing. Must be signed by all company members on LLC, Corp, etc.
<input type="checkbox"/>	Credit Check	Experian Connect - \$15 per applicant will send applicant an email, who pays fee, and sends report to MCAC.
<input type="checkbox"/>	Marketing Release Statement	Required for E-Community and Network Kansas applicants.
<input type="checkbox"/>	Personal Financial Statement for all Key personnel	Included in Financial Worksheet document - Fill out for each Owner/Major Stockholder (We will request this if needed)
<input type="checkbox"/>	Tax records for past 3 years (Personal for Start Ups, Business for existing businesses)	This is required for approval.
<input type="checkbox"/>	Certificate of Good Standing – Kansas	https://www.kssos.org/other/certificate_good_standing.html
<input type="checkbox"/>	Obtain Building permit from City building department (if necessary)	David Cowan - 620.332.2528 or davidc@independenceks.gov
<input type="checkbox"/>	Obtain county and city business licenses if needed	
<input type="checkbox"/>	Purchase Life Insurance plan in the amount of the loan with an assignment to the lending organization. Contact Information:	All lenders must be listed as beneficiaries on life insurance Policy in the amount of any loan.



"Delivering Excellence"

July 13, 2020

Electrical Board Minutes – July 13, 2020

Call to Order: Travis Blankinship

Present: Rick Kiister, Dennis Royer, Travis Blankinship and Rick Howard, & David Cowan

Absent: Kenny Evans

Approval of Minutes: Review of the June 08, 2020 minutes.
Motion to approve Travis Second Rick H. Yes – 4 No - 0

Old Business: Reviewed the approved ordinance that was returned to the Board. Discussion about the 10' feet from the meter base. The distance from the meter to the breaker box greater than 10' requires a disconnect. The disconnect must be within 10' of the meter base. Distance from the disconnect to the breaker box is not regulated but NEC specifies wire type and how the wire is installed.

Item (4) – board removed the language that required the board approval.

Motion to approve change: Travis Second: Rick H. Yes – 4 No - 0

New Business: Discussion of Federal Pacific Panels but no action taken.

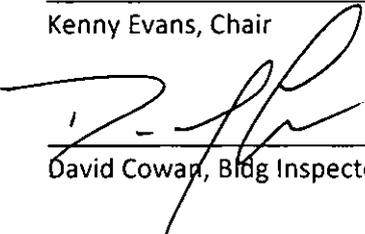
Motion to adjourn: Travis Blankinship Second: Rick Howard MSP.

Kenny Evans

8/10/2020

Kenny Evans, Chair

Date


David Cowan, Bldg Inspector/Secretary