

AGENDA

Independence City Commission

Thursday, September 10, 2020

9:00 a.m.

Civic Center, Memorial Hall

To participate by conference call:

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

I. REGULAR SESSION

A. Call To Order

B. Pledge Of Allegiance To The United States Of America

C. Adoption Of Agenda

II. APPOINTMENTS

A. Housing Authority – One Resignation – Unexpired Term Ends April 11, 2023 – Applications Were Due By 5 PM, September 4, 2020

Documents:

[DARNELLAWRIE-ONLINE FORM SUBMITTAL_ BOARD APPLICATION.PDF](#)

[JYNELLMCCOLLUM-ONLINE FORM SUBMITTAL_ BOARD APPLICATION.PDF](#)

B. Library Board – One Resignation – Unexpired Term Ends May 1, 2022 – Applications Due By 5 PM, September 18, 2020

III. PRESENTATIONS

A. Westar Energy Presentation On Power Factor Reduction.

Documents:

[WESTAR POWER FACTOR CORRECTION INFORMATION.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-1870
2. P-1844

Documents:

[ORDINANCE NO A-1870.PDF](#)
[ORDINANCE NO P-1844.PDF](#)

B. Consider Minutes Of The May 28, 2020 And August 13, 2020 Meetings.

Documents:

[MAY 28 MINUTES.PDF](#)
[AUGUST 13 2020 MINUTES.PDF](#)

C. Consider A Request From The VFW To Designate A Combat Wounded Parking Space In Front Of The VFW.

Documents:

[RCA -- VFW PURPLE HEART PARKING STALL.PDF](#)

D. Consider Approving ABATE Of Kansas To Use The Park Oval For Their First Responder, Poker Run And Appreciation Day On September 19, 2020.

Documents:

[RCA-- ABATE.PDF](#)

E. Consider An Engineering Agreement With TranSystems For The West Maple Street Cost Share Project.

Documents:

[RCA-- WEST MAPLE STREET ENGINEERING AGREEMENT-REV.PDF](#)

F. Consider Initiating A Public Hearing Before The Planning Commission To Consider A Text Amendment To Appendix B-Zoning Of The City Code Including, But Not Limited To Appendix A. “Listing Of Permitted And Conditional Uses” Including, But Not Limited To “Retail Trade Not Elsewhere Listed.”

Documents:

[RCA - ZONING AMENDMENT.PDF](#)

V. ITEMS FOR COMMISSION ACTION

A. Consider Change Order 11 With Hofer And Hofer Extending The Contract Schedule 126 Days For The 1916 City Hall Project; And Consider An Agreement With TreanorHL For Additional Professional Fees Related To This Time Extension.

Documents:

[RCA -- 1916 CITY HALL CHANGE ORDER - 09102020.PDF](#)

B. Consider Awarding A Bid For The Purchase Of A New Ambulance From SPARK Funding.

Documents:

[RCA- AMBULANCE - REPLACE 09102020-REV.PDF](#)

C. Consider Approving The Revised Lease And The Revised Maintenance Agreements With The Independence Gun Club.

Documents:

[RCA - GUN CLUB - 09102020.PDF](#)

D. Consider Supplemental Agreement No. 1 With PEC For Phase 2 Improvements At The Water Treatment Plant.

Documents:

[RCA -- SUPPLEMENTAL AGREEMENT NO. 1 PEC.PDF](#)

E. Consider Direction Regarding Central Park And North Park Blvd Sports Complex:

1. Background research and prior agreements
2. Proposal to update the 2007 concept plan
3. RFP for ballpark electrical

Documents:

[RCA - SPORTS COMPLEX - 09102020.PDF](#)

VI. REPORTS

A. 2020 Census Update

B. City Board Minutes

1. January 27, 2020 Independence Historic Preservation and Resource Commission
2. May 5, 2020 Joint Meeting with the Economic Development Advisory Board
3. June 2, 2020 Economic Development Advisory Board
4. July 15, 2020 Library Board of Trustees
5. August 19, 2020 Independence Joint Recreation Commission

Documents:

[01272020 - IHPRC - MINUTES.PDF](#)
[05052020 JOINT CC-EDAB MINUTES.PDF](#)
[06022020 EDAB MINUTES.PDF](#)
[07152020.LIBRARYMINUTES.PDF](#)
[08192020 IJRC MINUTES.PDF](#)

VII. CITY MANAGER'S COMMENTS

VIII.COMMISSIONERS' COMMENTS

IX. PUBLIC CONCERNS

X. EXECUTIVE SESSION

- A. For The Purpose Of Consultation With An Attorney On Matters That Would Be Deemed Privileged In An Attorney-Client Relationship.**
- B. For The Purpose Of Reviewing And Considering City Manager Applications.**

XI. ADJOURNMENT

From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Thursday, July 30, 2020 5:43:28 PM

Board Application

Board Applying For:	Housing Authority
Name	Darnell Lawrie II
Date	3/24/1989
Address	715 W Oak St
Email Address	
Phone Number	
Educational Background:	
High School Name and Location	Independence High School, Independence, KS
Graduated/Degree	High School Diploma
College Name and Location	Pittsburg State University
Graduated/Degree	Bachelor Business Administration (2013)
Major	Management
Other Education Name and Location	Pittsburg State University
Graduated/Degree	Masters of Business Administration (2019)
Emphasis	Management
Do you reside inside the corporate limits of the City of Independence?	Yes
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	<i>Field not completed.</i>

What experiences have you had that you feel would assist you as a board member?

I previously was on the Planning and Zoning board until I moved from Independence, KS in 2017.

Why do you want to become a member of the board?

I would like to be involved more in my community and this role would be a great step.

Do you feel that there are any issues needing immediate attention by the board? If so, please explain.

No, but I would like to learn the issues from the public that I don't know of.

Other comments:

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Tuesday, August 04, 2020 3:34:55 PM

Board Application

Board Applying For:	Housing Authority
Name	Jynell L McCollam
Date	8/4/2020
Address	1212 w laurel
Email Address	
Phone Number	
Educational Background:	
High School Name and Location	Elk Valley High School
Graduated/Degree	1977
College Name and Location	Independence Community College
Graduated/Degree	Associates/ Cosmetology
Major	<i>Field not completed.</i>
Other Education Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Emphasis	<i>Field not completed.</i>
Do you reside inside the corporate limits of the City of Independence?	Yes
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	<i>Field not completed.</i>

What experiences have you had that you feel would assist you as a board member? I work for SKIL Resources, and help customers with housing, as far as filling out the paperwork.

Why do you want to become a member of the board? To make sure people are getting fair housing for everyone, and people with low income or disabilities

Do you feel that there are any issues needing immediate attention by the board? If so, please explain. Making sure that the senior housing is being clean and disinfected against COVID - 19 , so it doesn't spread

Other comments: *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

From: [Kari West](#)
To: [Kelly Passauer](#)
Subject: For September Commission Meeting
Date: Monday, August 24, 2020 10:13:10 AM
Attachments: [City of Independence TS 712603 Power Factor Correction.pdf](#)

Internal Use Only

Hi Kelly,

Here is the information for the commission meeting regarding Power Factor Correction. I will talk about potential savings, but I need to revisit based on usage through at least July. Let me know what else you may need.

Periodically, I review accounts and look for ways for customers to be more efficient and that can lead to saving money. I have targeted possible savings in the Central Energy Plant. Upon review of 2019 usage, the Central Energy Plant Power Factor hit a low of 65% and in the hottest month of the year with air conditioning running, only hit 80%. So what does that mean to the City of Independence? Evergy bills on a 90% power factor. You are paying an adjustment every month you are below 90%, which in turn increases multiple segments of your bill. You can correct your Power Factor, and long term save the city some money.

Evergy's Recommendation:

- Do your due diligence and research options for power factor correction. There are several companies who specialize in this type of work and can put together a detailed plan to address this at your facility.
- Evergy's Distribution Engineers have provided a free assessment including a Power Factor Analysis on the Central Energy Plant which can be provided as a baseline report for corrective actions. (Included in this packet for review.)
- If you are interested in learning more about the payback of additional equipment, I would suggest taking proposals to determine what are the full needs of the plant whether it would be an automatic capacitor bank installed at the main service, a static bank, or even identifying the equipment lagging your power factor and addressing it at the source. That way you have a better idea of cost and projected work to determine if the payback is right for you or not.

Kari West

Lead Customer Solutions Manager
Evergy

Kari.West@evergy.com

O: 620-235-2503 **M:** 620-249-6766

Evergy.com

From: [Kari West](#)
To: [Kelly Passauer](#)
Subject: Also please include...
Date: Monday, August 24, 2020 3:31:21 PM
Attachments: [image001.png](#)

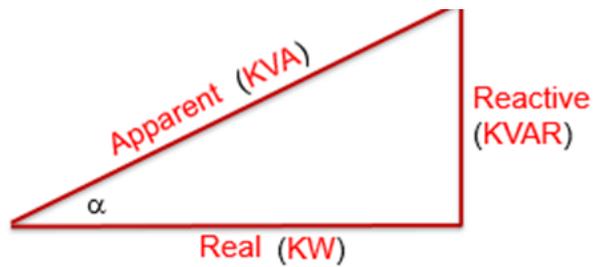
Internal Use Only

Not to complicate things, but, please include this with the info on Power Factor. I don't want to get into the weeds, but we will likely have to for a little bit.

WHAT IS POWER FACTOR:

Power factor is awkward to understand at best. I'm going to try to break it down. When you hear utilities talk about Power Factor, you'll hear us talk a lot about KVAR.

- KVAR is the portion of power that the electric line has to REACT to for the INDUCTIVE loads
 - Resistive loads such as standard lighting and resistance heating has a power factor already of near 1.0 (100%)
 - Motors without Variable Frequency Drives are generally not efficient users
 - In this case, motors turn because a magnetic field is generated and collapsed in the motor – this induces rotation. Every time that magnetic field is created, it takes additional power. When it collapses, that power is fed back to the source.
- Regardless, as a utility we must **REACT** to that temporary need (demand/KW). So, the utility must provide more than is actually being consumed after start-up.
- There are ways to correct that, and while you spend a little upfront on correction equipment, over the long term, you generally save on your bill.
 - Correction applied to inductive loads are made with capacitors which store the reactive power, reducing what is needed from the utility.
- Capacitors can be thought as storing the power that would have been fed back to the utility, thereby reducing the reactive load that the utility sees and improving power factor.



REAL (TRUE) Power = what is truly being consumed

REACTIVE (INDUCTIVE) Power = the extra power the utility must provide to build magnetic fields. (Ping-Pong)

APPARENT Power = what the utility must apparently provide to accommodate the REAL and REACTIVE power.

KW, KVA, KVAR – are similar labels that help define what type of power is being referenced.

-

Kari West

Lead Customer Solutions Manager
Eversource

Kari.West@eversource.com

O: 620-235-2503 **M:** 620-249-6766

Eversource.com



Power Factor Correction Report

City of Independence TS 712603 Taylor 12-4

Issued on February 10th, 2020

Introduction

Evergy has monitored the meter for the City of Independence at 800 W. Myrtle St. in Independence. The recorder at TS 712603 was set from 1/30/20 to 2/6/20. Below you will see the analysis of this data. The purpose of this report is to display monitored load data (Voltage, Current, KVA, KW, KVAR, Voltage and Current Harmonics) collected at the customer's meter. The customer should be able to take this report to an engineering consulting firm and work with them to design and install power factor correction equipment and/or harmonic filters.

Total Power and Power Factor

Figure 1 is the graph for the total apparent power (KVA), real power (KW), reactive power (KVAR), and Power Factor.

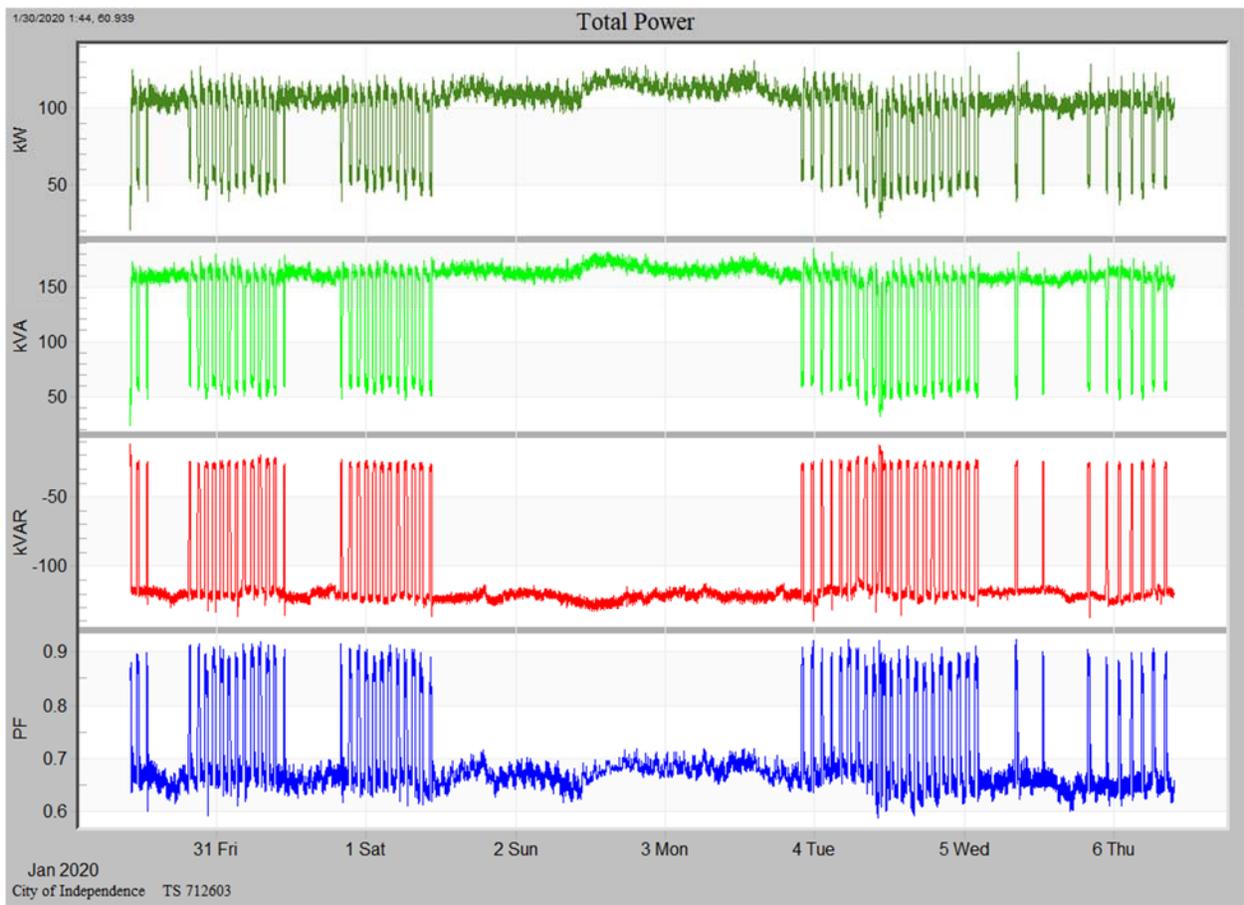


Figure 1: Total Power and Power Factor

This graph shows that the facility's power factor is lagging during normal operating hours due to inductive load. For a unity power factor, the reactive power would need to be zero. This recorder was left on overnight so we could see what the minimum VAR usage would be. From the graph, it can be determined

that the facility consumes an average of 120 KVAR with a peak of 135 KVAR during running hours, and a minimum of 15 KVAR. During this time, the power factor fluctuates between 65% and 90%.

Voltage and Current Total Harmonic Distortion

It is important to take into consideration harmonics when installing capacitors. The reason for this is capacitance introduces the possibility of harmonic resonance to the system. An improperly tuned capacitor bank could cause damage or nuisance tripping of customer equipment if the system goes into resonance. Therefore, Evergy encourages our customers to work with a consultant to ensure the addition of capacitance does not cause any unexpected issues.

The voltage and current total harmonic distortions are shown in figures 2 & 3. The voltage harmonic levels are within the allowances set by IEEE Standard 519 shown in Figure 6.



Figure 2: Voltage Total Harmonic Distortion per Channel

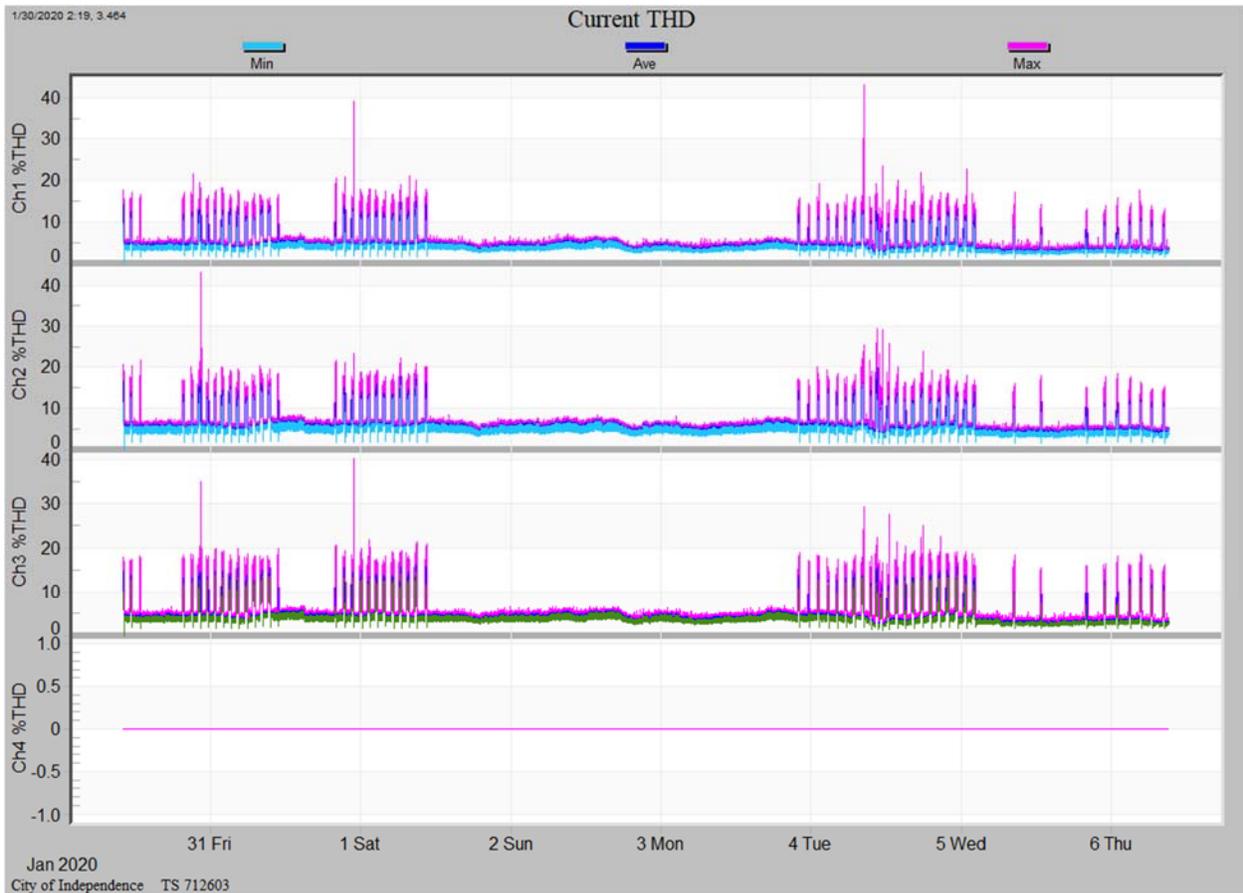


Figure 3: Current Total Harmonic Distortion per Channel

Individual Voltage Harmonics

Figure 4 is the breakdown of voltage harmonic content. Most harmonic content present is the 7th. The individual voltage harmonic content is below the limit set by IEEE Standard 519 shown in Figure 6. Take note that the graph scale is in voltage magnitude and not percent. The percent is found in the ratio of the individual harmonics over the fundamental (1st) harmonic.

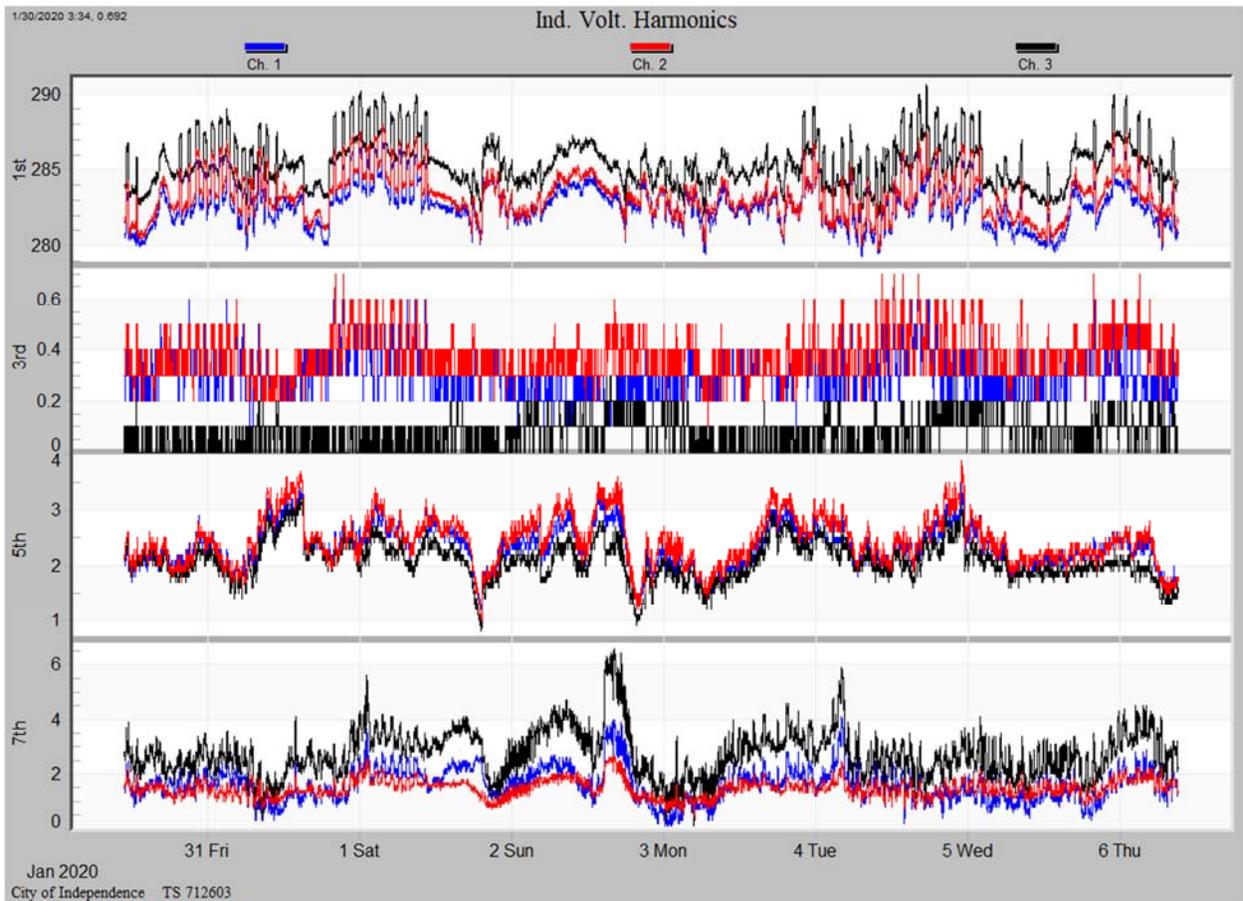


Figure 4: Voltage 1st (Fundamental), 3rd, 5th, and 7th Harmonics

Individual Current Harmonics

Figure 5 is the breakdown of current harmonic content. Most harmonic content present is the 5th.

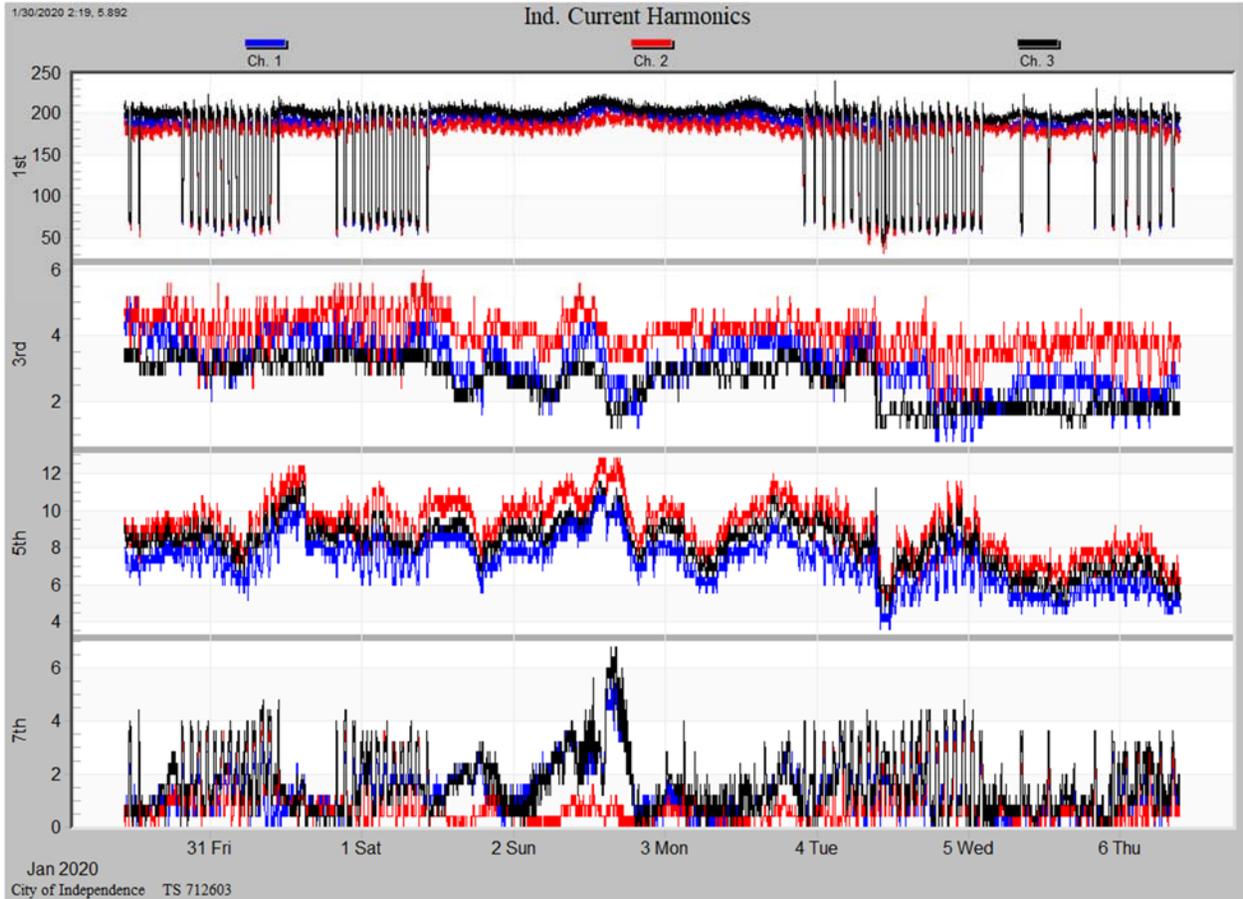


Figure 5: Current 1st (Fundamental), 3rd, 5th, and 7th Harmonics

Voltage Distortion Limits

Bus voltage V at PCC	Individual harmonic (%)	Total harmonic distortion THD (%)
$V \leq 1.0$ kV	5.0	8.0
1 kV $< V \leq 69$ kV	3.0	5.0
69 kV $< V \leq 161$ kV	1.5	2.5
161 kV $< V$	1.0	1.5 ^a

Figure 6: IEEE Standard 519

Conclusion

- The City of Independence had a power factor between .65 and .9 during this period at TS 712603.
- Evergy penalizes on a power factor below 0.9 or 90%.
- To maintain a Power Factor greater than or equal to 90% (0.9) the customer would need to add at least 85 KVAR of capacitance, whether it be static or variable.
- The customer's load can vary and a KVAR value greater than those suggested above might be required to maintain a power factor greater than 90%.
- The customer should seek the services from an engineering consulting firm to assist with sizing of power factor correction capacitors and/or a harmonic filter.
- Additional current harmonic analysis may be needed in order to fully interpret the current harmonics. This additional analysis could assist with the design of a harmonic filter if needed.
- Evergy will be willing to provide the consultant with any of the load data that has been collected to date.

Completed by: Daniel Gilchrist, Engineer, *Distribution System Engineering*

**The values discussed in this analysis are valid only for the time period monitored and will change depending on the time of year, facility operation, and configuration. Values are for Evergy customer's informational use only, and do not represent any guarantee or warranty on the future values. The customer should use its own analysis or obtain an independent expert's assistance in the selection of equipment. **

ORDINANCE NO. A – 1870

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 10TH day of September 2020.

_____ Mayor

Attest _____ City Clerk

Ordinance #A – 1870
\$ 305,370.91

PACKET: 24147 Regular Payments-09112020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
002100	A.W.O.L.							
	I-09/11/20-STATEMENT	FUNDING	R	9/11/2020		2,500.00CR	072710	2,500.00
002510	ASHCRAFT TIRE COMPANY INC							
	I-28784	MOUNT & BALANCE NEW TIRES	R	9/11/2020		197.62CR	072711	
	I-28939	MOUNT/BALANCE/ROTATE 2009 FORD	R	9/11/2020		510.89CR	072711	708.51
002570	AUTO ZONE							
	I-1605820518	LEAK PROOF FLO/PLASTIC BONDER	R	9/11/2020		37.54CR	072712	
	I-1605828631	BLUEGLOW DUCK BILL SWITCH	R	9/11/2020		4.87CR	072712	
	I-1605830258	OIL FOR TRUCK	R	9/11/2020		18.56CR	072712	60.97
003050	BARCO MUNICIPAL PRODUCTS,							
	I-IN-238036	NAME PLATES/ROUND POST CAP	R	9/11/2020		118.96CR	072713	118.96
003190	BEACHNER GRAIN INC.							
	I-00111201	CALF CREEP PEL NB 14% 50#	R	9/11/2020		181.86CR	072714	181.86
004497	JEFF CHUBB - C/O EMERT							
	I-09/11/20-STATEMENT	CITY ATTORNEY'S FEES	R	9/11/2020		4,437.00CR	072715	4,437.00
008200	FITZPATRICK & BASS LAW OF							
	I-C BARKER 20-176	C BARKER 20-176	R	9/11/2020		200.00CR	072716	
	I-G BARKER 20-188	G BARKER 20-188	R	9/11/2020		200.00CR	072716	
	I-G BENSON 20-167	G BENSON 20-167	R	9/11/2020		200.00CR	072716	
	I-G BENSON 20-187	G BENSON 20-187	R	9/11/2020		200.00CR	072716	800.00
009330	GRAINGER							
	I-9347533631	METER LCD DISPLAY	R	9/11/2020		69.05CR	072717	
	I-9627192389	POOL BRUSH	R	9/11/2020		54.04CR	072717	123.09
010432	HOWARD'S ELECTRIC L.L.C.							
	I-1711	LABOR COMERICAL/LIGHT INDUSTR	R	9/11/2020		675.00CR	072718	675.00
011180	INDEPENDENCE COMMUNITY							
	I-06 202008073499	COMMUNITY CHEST WITHHELD	R	9/11/2020		43.00CR	072719	43.00
011211	INDEPENDENCE FIRE FIGHTER							
	I-09 202008073499	FIRE INSURANCE WITHHELD	R	9/11/2020		94.32CR	072720	94.32
011215	INDEPENDENCE MAIN STREET							
	I-09/11/20-STATEMENT	FUNDING FOR INDEP. MAIN STR.	R	9/11/2020		2,083.34CR	072721	2,083.34

PACKET: 24147 Regular Payments-09112020

**** CHECK LISTING ****

VENDOR SET: 01

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
011280	INDEPENDENCE USD 446							
	I-09/11/20-STATEMENT	ASH ALLOTMENT	R	9/11/2020		2,000.00CR	072722	2,000.00
012480	JRB INDUSTRIES, INC.							
	I-709 EAST EDISON	DEMOLITION 709 EAST EDISON	R	9/11/2020		8,400.00CR	072723	8,400.00
013351	KC 24 HOUR TRUCK REPAIR							
	I-INV2047	BELT/UNIT #6	R	9/11/2020		540.83CR	072724	540.83
013440	K.E.I. KELLEY ELECTRIC, I							
	I-2490	PROGRAMMING FOR NEW MOTOR	R	9/11/2020		100.00CR	072725	100.00
014400	LINNS AIR COOLED ENGINES LLC							
	I-2788992	AJUST VALUES	R	9/11/2020		49.00CR	072726	
	I-907047	ROPE/LABOR	R	9/11/2020		19.50CR	072726	68.50
015680	MID CONTINENT BAND							
	I-09/11/20-STATEMENT	FUNDING	R	9/11/2020		758.34CR	072727	758.34
015700	MID-AMERICA PUMP, L.L.C.							
	I-BACKWASH PUMP	REPAIR BACKWAS PUMP WTP	R	9/11/2020		54,039.85CR	072728	54,039.85
017115	NEWTON'S TRUE VALUE							
	I-C97441	KEY	R	9/11/2020		3.98CR	072729	
	I-C97452	HYDRANT REPAIR KIT	R	9/11/2020		53.98CR	072729	
	I-C97687	WATER/SPIDER CONTROL	R	9/11/2020		68.32CR	072729	
	I-C97710	KEY	R	9/11/2020		3.98CR	072729	
	I-C98098	CONNECTOR	R	9/11/2020		9.99CR	072729	
	I-D161963	ATUO/MARINE SEAL	R	9/11/2020		4.49CR	072729	
	I-D162355	BOLT/WASHER/NUT	R	9/11/2020		9.52CR	072729	
	I-D162493	AIR FILETER	R	9/11/2020		6.99CR	072729	
	I-D162588	LD COMM ENTRY LEVER	R	9/11/2020		73.98CR	072729	
	I-D163282	SILLCOK	R	9/11/2020		8.99CR	072729	
	I-D163461	EPOXY/NUT/BOLT/WASHER	R	9/11/2020		17.79CR	072729	
	I-D163504	FAB CUT WHEEL	R	9/11/2020		8.49CR	072729	
	I-D163970	BOLT/NUT/WASHER	R	9/11/2020		21.08CR	072729	291.58
VOID	VOID CHECK		V	9/11/2020			072730	**VOID**
VOID	VOID CHECK		V	9/11/2020			072731	**VOID**
018120	O'REILLY AUTO PARTS							
	I-0154-355388	BLADERUNNER/V-BELTS	R	9/11/2020		39.43CR	072732	
	I-0154-357463	TRAIN MAINT	R	9/11/2020		46.35CR	072732	
	I-0154-357845	1Q MOTOROIL	R	9/11/2020		3.99CR	072732	
	I-0154-357923	INT DR HANDL	R	9/11/2020		21.00CR	072732	
	I-0154-358179	AIR PLUG/AIR CHUCK/TIRE GAUGE	R	9/11/2020		6.69CR	072732	117.46

PACKET: 24147 Regular Payments-09112020

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
019370	AIRGAS USA LLC. I-9104263006	OXYGEN	R	9/11/2020		150.21CR	072733	150.21
020020	QUALITY TOYOTA I-292904	TIRES MOUNTED/BALANCED	R	9/11/2020		513.82CR	072734	513.82
021040	R.E. PEDROTTI CO., INC. I-00065751-INDKSVZ20	CELL DATA PLAN	R	9/11/2020		100.00CR	072735	100.00
022155	EMERT CHUBB REYNOLDS LLC I-09/11/20-STATEMENT	MUNICIPAL COURT PROSECUTOR	R	9/11/2020		2,633.20CR	072736	2,633.20
022400	SHERWIN WILLIAMS I-9876-0	POLY KNIT	R	9/11/2020		138.63CR	072737	138.63
025004	USA BLUEBOOK I-320151	WATER SERVICE LOCK	R	9/11/2020		154.64CR	072738	154.64
026097	VOLZ WELDING AND MACHINE I-13078 I-13084 I-13085	REPAIR LID FRAMES/FLOOR RAILS REPAIR FITTING ON TIGER BOOM REPLACE FLOOR/INSTALL CASTERS	R R R	9/11/2020 9/11/2020 9/11/2020		367.50CR 70.00CR 374.49CR	072739 072739 072739	 811.99
027225	OIL PATCH PUMP & SUPPLY INC. I-216097	LUBRICANT RECTORSEL/CAP	R	9/11/2020		45.53CR	072740	45.53
030075	BARBARA S. BEURSKENS I-100-2	ELECTRONIC CASH REGISTER	R	9/11/2020		150.00CR	072741	150.00
032053	SIRCHIE COMMAND EVERY SCENE I-0455828-IN	TESTING	R	9/11/2020		121.80CR	072742	121.80
032159	CJ'S THREADS I-19278 I-19395	MAURSBERGER CAPS BENNETT J. POCKET TSHIRTS	R R	9/11/2020 9/11/2020		16.50CR 54.00CR	072743 072743	 70.50
032299	BARTA ANIMAL HOSPITAL I-08032020	YELLOW PYTHON	R	9/11/2020		31.25CR	072744	31.25
032449	KANSAS PAYMENT CENTER I-W16202008073499 I-W66202008073499 I-W67202008073499	MG3D*00095C/KEITH COPITHKE CS# MG 18DM00183 I - K GINTHER MG19DM0075I-CHRIS FURR	R R R	9/11/2020 9/11/2020 9/11/2020		116.61CR 105.23CR 282.46CR	072745 072745 072745	 504.30

PACKET: 24147 Regular Payments-09112020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
032735	INDEPENDENCE HISTORICAL							
	I-09/11/20-FUNDING	FUNDING	R	9/11/2020		1,416.67CR	072746	1,416.67
032859	PACE ANALYTICAL SERVICES,							
	I-2060112605	TESTING	R	9/11/2020		205.00CR	072747	
	I-2060112680	TESTING	R	9/11/2020		410.00CR	072747	
	I-2060113150	TESTING	R	9/11/2020		285.00CR	072747	
	I-2060113194	TESTING	R	9/11/2020		565.00CR	072747	
	I-2060113195	TESTING	R	9/11/2020		205.00CR	072747	1,670.00
032887	PROFESSIONAL ENGINEERING							
	I-190768-001	WTP PH 2 IMPROVEMENTS	R	9/11/2020		17,150.00CR	072748	
	I-190768-001 2	WTP PH 2 IMPROVEMENTS	R	9/11/2020		8,575.00CR	072748	25,725.00
032898	STERICYCLE, INC.							
	I-4009535812	QUARTERLY FEE	R	9/11/2020		258.75CR	072749	258.75
032951	ACCURATE ENVIRONMENTAL							
	I-CH19006	SHIPPING & HANDLING ICE CHEST	R	9/11/2020		25.00CR	072750	25.00
033027	CINTAS							
	I-5025222969	CABINET ORGANIZED/EXP DATE CHK	R	9/11/2020		28.99CR	072751	
	I-5025222993	CABINET ORGANIZED/EXP DATE CHK	R	9/11/2020		28.63CR	072751	57.62
033119	FASTENAL COMPANY							
	C-KSIND43813	CREDIT MEMO RESTOCK CHARGE	R	9/11/2020		39.82	072752	
	I-KSIND43802	PLUG/EYEWEAR/SLUSH BOOTS	R	9/11/2020		113.80CR	072752	
	I-KSIND44094	BOTTLED WATER	R	9/11/2020		10.44CR	072752	
	I-KSIND44142	1/2 X 5/8 STRIP	R	9/11/2020		2.18CR	072752	86.60
033149	INDEPENDENCE FIREMEN'S							
	I-23 202008073499	FUNDING/FIREMEN'S ASSOCIATION	R	9/11/2020		210.00CR	072753	210.00
033393	WALMART COM - PD							
	I-AUG2020	WALMART COM - PD CREDIT CARD	R	9/11/2020		534.22CR	072754	534.22
033605	SANDBAGGER GOLF CARS							
	I-15842	CLUTCH KIT	R	9/11/2020		380.05CR	072755	
	I-15911	BLADE BOLT/SHIELD	R	9/11/2020		42.05CR	072755	
	I-15916	PTO SWITCH, ALL MODELS	R	9/11/2020		27.90CR	072755	450.00
033777	INDEPENDENCE GUN CLUB							
	I-09/11/20-FEE	MAINTENANCE FEE/RIFLE BERM	R	9/11/2020		69.71CR	072756	69.71

PACKET: 24147 Regular Payments-09112020

**** CHECK LISTING ****

VENDOR SET: 01

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
033876	PLUMB-CRAZY PLUMBING I-08182020	REPAIRED WATER LEAK	R	9/11/2020		113.00CR	072757	113.00
033961	TRI-STAR UTILITIES, INC. I-SEWERMAINREPAIR	SEWER MAIN SPOT REPAIR	R	9/11/2020		24,681.85CR	072758	24,681.85
034221	CORE & MAIN I-M623690 I-M721973 I-M808411 I-M821015 I-M827085 I-M836733	EPXY GALV B&N 6X4 PVC S80 REDUCER EPXY GALV COUPLING/SUPPLIES 6 PVC S80 VANSTONE FLG SW HYMAX CPLG	R	9/11/2020		182.16CR 392.10CR 91.08CR 412.36CR 41.89CR 997.06CR	072759 072759 072759 072759 072759 072759	2,116.65
034736	AT&T MOBILITY I-287259440768 08	AUG 2020 CELL PHONE	R	9/11/2020		384.16CR	072760	384.16
034979	KOSCH COMPANY I-0034479	PTO DRIVE START FOR SICKLE BAR	R	9/11/2020		328.21CR	072761	328.21
035070	D & F SERVICES, LLC I-4994 I-5022	DFLOC 3610 BULK CHLORINE DIOXIDE SYSTEM RENTAL	R	9/11/2020		15,797.40CR 745.00CR	072762 072762	16,542.40
035115	EXPRESS EMPLOYMENT I-24217666-CEM I-24217666-WAT I-24243894 I-24270619-CEM I-24270619-WAT	GENERAL LABOR-CEMETERY DEPT WATER/SEWER EXPRESS EMPLOYMENT GERAL LABOR-CEMETERY DEPT EXPRESS EMPLOYMENT	R	9/11/2020		2,093.36CR 1,012.76CR 5,636.29CR 1,757.20CR 488.96CR	072763 072763 072763 072763 072763	10,988.57
035466	GOINS CONCRETE CONSTRUCTION I-2049	PARK/MYRTLE/N 26TH PATCH	R	9/11/2020		10,477.52CR	072764	10,477.52
035608	TLC NURSERY & OUTDOOR LIVING I-53894	TLC NURSERY & OUTDOOR LIVING	R	9/11/2020		126.00CR	072765	126.00
035618	KANSASLAND TIRE WHOLESALE I-12354	EAGLE RS-A POLICE SPEED RATING	R	9/11/2020		270.94CR	072766	270.94
035684	TYLER TECHNOLOGIES, INC I-045-311712	EXECUTIME UPGRADE SVCS	R	9/11/2020		407.50CR	072767	407.50

PACKET: 24147 Regular Payments-09112020

**** CHECK LISTING ****

VENDOR SET: 01

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
035889	AT&T							
	I-6203319009JUL	AT&T	R	9/11/2020		77.79CR	072768	
	I-913A19-06938239 08	BUSINESS TELEPHONE	R	9/11/2020		1,139.19CR	072768	1,216.98
035900	ANE MAE'S COFFEE AND SANDWICH SHOP							
	I-8142	SAFETY MEETING	R	9/11/2020		869.10CR	072769	869.10
036025	IRONWORKS WELDING AND FABRICATION							
	I-1907	OXY 8 DOORS	R	9/11/2020		1,000.00CR	072770	1,000.00
036137	ROMANS OUTDOOR POWER							
	I-IC118280	WEED EATER PARTS	R	9/11/2020		61.41CR	072771	61.41
036150	RANELLE RICE							
	I-20201802	RANELLE RICE	R	9/11/2020		16.00CR	072772	16.00
036227	MICHAEL W HASSENPLUG, #10748							
	I-G83202008073499	2019-LM-000799C-WHITEET	R	9/11/2020		216.98CR	072773	
	I-G84202008073499	2020-LM-000224-I-COOK	R	9/11/2020		302.24CR	072773	519.22
036233	HAWKINS INC.							
	I-4774567	CHLORINE/CHLORINE CYLINDER	R	9/11/2020		540.00CR	072774	540.00
036281	AT&T U-VERSE							
	I-254555073 08/20	AT&T U-VERSE	R	9/11/2020		94.85CR	072775	94.85
036364	A & C AUTO GLASS							
	I-8821	NEW WINDSHIELD FOR UNIT 809	R	9/11/2020		188.00CR	072776	188.00
036474	HOFER & HOFER & ASSOCIATES INC							
	I-APP #13	PHASE I APPLICATION #13	R	9/11/2020		31,605.30CR	072777	
	I-PHASEI APP #12	PHASE I APPLICATION #12	R	9/11/2020		16,579.89CR	072777	48,185.19
036544	KANSAS COMMUNICATION SERVICES INC.							
	I-31613	WORKORDER LABOR SALES VH	R	9/11/2020		152.50CR	072778	152.50
036561	CIVICPLUS, LLC							
	I-200054	ANNUAL RENEWAL	R	9/11/2020		4,795.88CR	072779	4,795.88
036563	SHRED-IT USA, LLC							
	I-8180269379	SHRED-IT USA, LLC	R	9/11/2020		92.30CR	072780	92.30

PACKET: 24147 Regular Payments-09112020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
I-59305		FLEET FUELS, LLC	R	9/11/2020		371.56CR	072791	
I-59318		FLEET FUELS, LLC	R	9/11/2020		608.66CR	072791	
I-59322		FLEET FUELS, LLC	R	9/11/2020		104.01CR	072791	
I-59325		FLEET FUELS, LLC	R	9/11/2020		19.99CR	072791	
I-59351		FLEET FUELS, LLC	R	9/11/2020		81.82CR	072791	
I-59355		FLEET FUELS, LLC	R	9/11/2020		12.22CR	072791	
I-59359		FLEET FUELS, LLC	R	9/11/2020		21.67CR	072791	
I-59361		FLEET FUELS, LLC	R	9/11/2020		54.37CR	072791	
I-59370		FLEET FUELS, LLC	R	9/11/2020		25.66CR	072791	
I-59374		FLEET FUELS, LLC	R	9/11/2020		331.10CR	072791	
I-59388		FLEET FUELS, LLC	R	9/11/2020		541.41CR	072791	
I-59415		FLEET FUELS, LLC	R	9/11/2020		60.44CR	072791	
I-59425		FLEET FUELS, LLC	R	9/11/2020		25.84CR	072791	
I-59435		FLEET FUELS, LLC	R	9/11/2020		116.49CR	072791	
I-59439		FLEET FUELS, LLC	R	9/11/2020		102.82CR	072791	
I-59458		FLEET FUELS, LLC	R	9/11/2020		26.01CR	072791	
I-59460		FLEET FUELS, LLC	R	9/11/2020		59.27CR	072791	
I-59466		FLEET FUELS, LLC	R	9/11/2020		45.60CR	072791	4,990.24
VOID	VOID CHECK		V	9/11/2020			072792	**VOID**
VOID	VOID CHECK		V	9/11/2020			072793	**VOID**
VOID	VOID CHECK		V	9/11/2020			072794	**VOID**
VOID	VOID CHECK		V	9/11/2020			072795	**VOID**
VOID	VOID CHECK		V	9/11/2020			072796	**VOID**
037174	PRAIRIELAND PARTNERS I-10324878	TURF-GARD	R	9/11/2020		46.80CR	072797	46.80
037194	J GRAHAM CONSTRUCTION INC. I-PHIV SIDEWALK/RAMP	PHASE IV SIDEWALKS/RAMPS	R	9/11/2020		18,959.52CR	072798	18,959.52
037221	BAY BRIDGE ADM, LLC I-BBA TSA-85316	HLTH FLX CAF & DEP CARE CAF	R	9/11/2020		390.00CR	072799	390.00
037312	HECKMAN, BRUENING & KING, LLC I-1141	CONSTRUCTION/DOCUMENTS	R	9/11/2020		460.00CR	072800	460.00
037321	INTERNAL REVENUE SERVICE I-TL1202008073499	TAX LEVY	R	9/11/2020		342.03CR	072801	342.03

PACKET: 24147 Regular Payments-09112020

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
037328	VERIZON CONNECT ACCOUNTS RECEIVABLE I-08172020	JULY & AUGUST BILLING	R	9/11/2020		104.40CR	072802	104.40
037344	TXSDU I-W68202008073499	001324355715CS0446- J L WOOD	R	9/11/2020		148.15CR	072803	148.15
037362	WYOMING CHILD SUPPORT I-W70202008073499	19KS-12DM09 234135 J WOOD	R	9/11/2020		207.69CR	072804	207.69
037366	JOE SMITH COMPANY I-202220-0186116	CONCESSIONS	R	9/11/2020		161.27CR	072805	161.27
037376	OUTLAW QUICK LUBE @INDY I-95033	FULL SERVICE 2010 FORD CRNVIC	R	9/11/2020		58.48CR	072806	58.48
037387	WILSONS CLEANING AND RESTORATION I-000329	CARPET CLEANING OF VETERANS RM	R	9/11/2020		650.00CR	072807	650.00
037389	7-SIGMA, INC. (7S33) I-71799	7-SIGMA, INC. (7S33) CESF-14	R	9/11/2020		3,842.00CR	072808	3,842.00
037391	STOLZ TELECOM I-INV-000815	2019 FORD F250	R	9/11/2020		1,131.03CR	072809	1,131.03
037392	SUNFLOWER ALPACA FARM I-101	ALPACA GRAIN	R	9/11/2020		157.00CR	072810	157.00
037393	SYN-TECH SYSTEMS, INC. I-209179	FUEL MASTER ANNUAL AGREEMENT	R	9/11/2020		550.00CR	072811	550.00
037394	CHAUTAUQUA CO KS DISTRICT COURT I-M FRALEY 20-CR-32	M FRALEY #20-CR-32	R	9/11/2020		250.00CR	072812	250.00
1	TARA RAYNER I-PK REF-RAYNER	TARA RAYNER:	R	9/11/2020		100.00CR	072813	100.00
1	SALLY ADOLPH I-PKREF:ADOLPH	SALLY ADOLPH:	R	9/11/2020		50.00CR	072814	50.00
1	MARK RYAN I-PKREF:RYAN	MARK RYAN:	R	9/11/2020		100.00CR	072815	100.00

PACKET: 24147 Regular Payments-09112020

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
--------	-------------	------	---------------	---------------	----------	--------	--------------	-----------------

* * T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		99	0.00	282,861.61	282,861.61
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:		7	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:		106	0.00	282,861.61	282,861.61

PACKET: 24147 Regular Payments-09112020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

ERROR LISTING

CHECK #	VENDOR	NAME	PAGE	ERROR MESSAGE	NOTES
072711	01-002510	ASHCRAFT TIRE COMPANY INC	1	CHECK DATE < ITEM DATE	TRAN NO#: I-28939
072750	01-032951	ACCURATE ENVIRONMENTAL	4	CHECK DATE < ITEM DATE	TRAN NO#: I-CH19006
072763	01-035115	EXPRESS EMPLOYMENT	5	CHECK DATE < ITEM DATE	TRAN NO#: I-24270619-WAT
TOTAL ERRORS: 0			TOTAL WARNINGS: 3		

PACKET: 24147 Regular Payments-09112020

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Community National Bank

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	9/2020	56,621.21CR
10	9/2020	25,725.00CR
17	9/2020	68,144.71CR
31	9/2020	1,231.36CR
33	9/2020	115,690.35CR
37	9/2020	4,587.16CR
43	9/2020	126.00CR
44	9/2020	2,000.00CR
46	9/2020	8,400.00CR
53	9/2020	335.82CR
<hr/>		
ALL		282,861.61CR

VENDOR SEQUENCE

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

01-037388 EVERGY KANSAS SOUTH, INC.									
I MS-004260		R/P POLE AND XFMR	AP		E	7/29/2020	1,500.00	1,500.00CR	
		G/L ACCOUNT					1,500.00		
	01 541-6100	ELECTRICITY				1,500.00	R/P POLE AND XFMR		
			EFT				1,500.00	1,500.00CR	0.00
							1,500.00	0.00	

01-036665 JOANNE L SMITH									
I 09012020		PUBLIC RELATIONS	AP		E	9/01/2020	520.00	520.00CR	
		G/L ACCOUNT					520.00		
	01 509-6490	OTHER PROFESSIONAL SERVICE				520.00	PUBLIC RELATIONS		
			EFT				520.00	520.00CR	0.00
							520.00	0.00	

01-037363 JOSLYN M KUSIAK									
I 09/11/20-STATEMENT MUNICIPAL COURT JUDGE			AP		E	9/01/2020	1,800.00	1,800.00CR	
		G/L ACCOUNT					1,800.00		
	01 502-6490	OTHER PROFESSIONAL SERVICE				1,800.00	MUNICIPAL COURT JUDGE		
			EFT				1,800.00	1,800.00CR	0.00
							1,800.00	0.00	

01-037390 MUNICODE									
I 00347457		SUPPLEMENT PAGES/IMAGES/GRA	AP		E	8/31/2020	2,184.67	2,184.67CR	
		G/L ACCOUNT					2,184.67		
	01 509-6497	CODE UPDATE				2,184.67	SUPPLEMENT PAGES/IMAGES/GRAPHS		
			EFT				2,184.67	2,184.67CR	0.00
							2,184.67	0.00	

REPORT TOTALS

FUND DISTRIBUTION

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	6,004.67CR
** TOTALS **		6,004.67CR

---- 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		6,004.67 6,004.67	6,004.67CR 0.00	0.00
NON-CHECKS		0.00 0.00	0.00 0.00	0.00
ALL CHECKS		6,004.67 6,004.67	6,004.67CR 0.00	0.00

TOTAL CHECKS TO PRINT: 0

 ERRORS: 0 WARNINGS: 0

ORDINANCE NO. P – 1844

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 10TH day of September 2020.

_____ Mayor

Attest: _____ City Clerk

Ordinance # P – 1844

\$ 131,207.61

Minutes of the Independence City Commission's May 28, 2020 Meeting

The Independence City Commission met for a regular meeting on May 28, 2020 at 5:30 P.M. at the Memorial Hall. Mayor Leonhard Caflisch, Commissioner Louis Ysusi and Commissioner Dean Hayse were present. Others present included:

City Staff

Jeff Chubb, City Attorney
Kelly Passauer, Assistant City Manager/Zoning Administrator
David Schwenker, City Clerk/City Treasurer
David Cowan, Director of Safety/ADA Coordinator
Mike Passauer, Public Works Director
Brian McHugh, Memorial Hall Supervisor
Lacey Lies, Director of Finance
Jerry Harrison, Police Chief
April Nutt, Director of Housing Authority
Dustin Stafford, Police Officer
Ty Lupardus, Police Officer
Daniel Bowers, Police Officer
John Anderson, Police Officer

Visitors

Larry McHugh
Lisa Wilson
Patrick Conway
Lori Kelley
Tabatha Snodgrass
Tom Sewell by phone
Jeri Hopkins by phone

I. REGULAR SESSION

A. Call to Order

Mayor Caflisch called the meeting to order.

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

Motion:

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

Aye: Ysusi, Caflisch, Hayse

Nay: None

Minutes of the Independence City Commission's May 28, 2020 Meeting

II. PRESENTATIONS

- A. Friend of Education Award Presentation to Officer Dustin Stafford.

Chief Harrison presented the award.

- B. Meritorious Conduct Award Presentation for Conspicuous Bravery to Officers Ty Lupardus, Daniel Bowers, and John Anderson.

Chief Harrison presented the award.

- C. Presentation of Independence Public Library Budget.

Tom Sewell and Jeri Hopkins presented the Library budget by phone.

III. PUBLIC HEARING

- A. Public hearing to consider condemnation of a structure located at 818 E. Edison Street as dangerous and unsafe.

On February 29, 2020, this structure was involved in a fire that did significant damage to a first-floor bedroom, bathroom and kitchen rendering the structure uninhabitable. The owner has been diligently pursuing repairs and we anticipate completion of those repairs by July 23, 2020.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission adjourned the Public Hearing for 818 E. Edison Street until July 23, 2020 at 5:30 p.m.

Aye: Ysusi, Cafilisch, Hayse

Nay: None

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-1863

2. D-2004

Minutes of the Independence City Commission's May 28, 2020 Meeting

3. P-1836
- B. Consider minutes of the following City Commission meetings:
 1. February 6, 2020 Regular Commission Meeting
 2. February 6, 2020 Special Commission Meeting
 3. February 10, 2020 Special Commission Meeting
 4. February 19, 2020 Special Commission Meeting
 5. February 20, 2020 Special Commission Meeting
 6. February 27, 2020 Regular Commission Meeting
- C. Consider adopting an ordinance assessing nuisance costs for mowing.

Motion:

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

Aye: Ysusi, Caflisch, Hayse

Nay: None

V. ITEMS FOR COMMISSION ACTION

- A. Consider setting the date of July 23, 2020 for public hearings to consider condemnation of the following structures as dangerous and unsafe:
 1. 1516 W. Laurel Street

The structure was involved in a fire on May 9, 2020, that destroyed the house, and the house is not habitable. This property is currently being rented to own, and neither party had insurance coverage of the property. The purchaser has informed the City they would begin working to clean up the property but did not know how much of the cleanup they would be able to complete.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission set the date of July 23, 2020, at 5:30 p.m. for a public hearing to consider condemnation of the back residential structure of 1516 W. Laurel Street.

Aye: Ysusi, Caflisch, Hayse

Nay: None

2. 2009 1/2 N. Penn Avenue

Minutes of the Independence City Commission's May 28, 2020 Meeting

The structure was involved in a fire on May 14, 2020, that destroyed the interior of the house and the house is not inhabitable. The owner of this property resides in Oklahoma City, Ok. and the house is insured.

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission set the date of July 23, 2020, at 5:30 p.m. for a public hearing to consider condemnation of the back residential structure of 2009 ½ N. Penn Ave.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- B. Consider ordinances and a resolution modifying the Residential Dumpster Program.

The City operates a Residential Dumpster Program, where residents within the City of Independence can rent 8-yard dumpsters for a significantly reduced cost. The City would like to simplify the rental process and increase the cost of the program to \$75 to be more in line with the operating costs to the City.

Rental Type	Previous Cost	New Cost
Resident/Tenant	\$40	\$75
Landlord	\$150	\$75

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission adopted the attached ordinances and resolution modifying the Residential Dumpster Program.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- C. Consider a request from Montgomery County to allow work on City property to relocate the entrance to the ballfields on South 10th Street 180' south.

The project would require moving the entrance to the ballfields south 180'. The reason for relocating the entrance is due to the narrow roadway where the entrance currently exists. It is believed this project will make this area safer for vehicular traffic.

Motion:

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

Minutes of the Independence City Commission's May 28, 2020 Meeting

Commission authorized allowing work on City property to relocate the entrance to the ballfields on South 10th Street 180' south as requested by Montgomery County.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- D. Consider a recommendation from the Planning Commission to approve a conditional use permit for a communication tower in a C-2, commercial services district at 1101 East Main Street.

The Planning Commission held a public hearing on May 5, 2020 to consider a request for a conditional use permit for a communication tower in a C-2, commercial services district at 1101 E. Main Street. The Planning Commission recommended approval.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission authorized the Mayor to sign the attached resolution to grant a conditional use permit for a communication tower in a C-2, commercial services district at 1101 E. Main Street.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- E. Consider a request for assistance for ADA repairs by the Episcopal Church.

The City of Independence was contacted by the Episcopal Church related to an ADA issue with the sidewalk crossing the alley by their parking lot. The Episcopal Church is asking that the sidewalk be repaired to assist those parking in the parking lot and attempting to get into the church. They are estimating 350 people use the building for various meetings and church services. They are also asking if the city would also consider reimbursing half of the cost, they have already expended repairing the sidewalks at the church.

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission approved making a commitment of \$1,713 to make improvements to the alley sidewalk at the Episcopal Church.

Aye: Ysusi, Caflisch, Hayse

Nay: None

Minutes of the Independence City Commission's May 28, 2020 Meeting

- F. Consider authorizing pursuing an EDA grant for Whiskey Creek drainage improvements in the area of Sycamore and 20th Streets.

City staff has been working with the Southeast Kansas Regional Planning Commission on a possible EDA grant for drainage improvements in the area of 20th and Sycamore. Part of the process is the requirement to solicit qualifications for engineering services, then once an engineering firm is selected an application can be prepared along with an official cost estimate and preliminary engineering report.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission authorized City staff to pursue and apply for an EDA grant for Whiskey Creek drainage improvements in the area of Sycamore and 20th Streets.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- G. Consider adopting an ordinance adding exemptions to the Systems Development Charge.

Previously the Commission has asked staff to review the Systems Development Charge (SDC) as it relates to non-profits, particularly those who assist lower income persons or families. The attached ordinance allows exemptions if the end user is any 501(c)(3) entity, any nonprofit entity, any governmental entity, or any person or family verified as low income. The standard to determine whether a person or family qualifies would be the current HUD income guidelines for low income.

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission authorized the Mayor to sign the ordinance adding exemptions to the Systems Development Charge.

Aye: Ysusi, Caflisch, Hayse

Nay: None

VI. DISCUSSION

- A. Discussion regarding scheduling a special meeting to discuss expanding the sale at retail of cereal malt beverage and alcoholic liquor on Sundays.

The Commission scheduled a special meeting for July 14, 2020 at 6:00 P.M.

Minutes of the Independence City Commission's May 28, 2020 Meeting

- B. Discussion regarding scheduling a special meeting to discuss renewing the special use sales tax.

The Commission scheduled a special meeting for June 3, 2020 at 9:00 A.M.

- C. Discussion regarding scheduling a special meeting to discuss Phase II of 1916 City Hall renovations.

The Commission scheduled a special meeting for June 29 or 30, 2020 at 9:00 A.M.

VII. REPORTS

- A. 2020 Census Update

Acting City Manager Passauer gave an update.

- B. Wayfinding Signage Design Update

Lori Kelley gave an update on this project.

VIII. CITY MANAGER'S COMMENTS

Director Lies gave a report on sales tax.

Acting City Manager Passauer gave an update on the Peter Pan Road drainage work and an update on a CDBG grant.

Chief Harrison gave an update on the Police operational audit.

Acting City Manager Passauer asked for guidance on condemnations.

The Commission decided to proceed and would table demolitions if the financial picture takes a downward turn.

IX. COMMISSIONERS' COMMENTS

Commissioner Hayse would like to encourage everyone to take care of themselves during this pandemic.

X. PUBLIC CONCERNS

None

Minutes of the Independence City Commission's May 28, 2020 Meeting

XI. EXECUTIVE SESSION

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

Motion:

On the motion of Mayor Caflisch, seconded by Commissioner Ysusi the Commission moved to recess for an executive session for review and discussion of City Manager applications pursuant to the non-elected personnel exception (K.S.A. 75-4319(b)(1)). The open meeting will resume at 7:45 P.M.

Aye: Ysusi, Caflisch, Hayse

Nay: None

The meeting resumed at 7:45 P.M. with no action taken.

XII. ADJOURNMENT

Motion:

Mayor Caflisch moved to adjourn. Commissioner Ysusi seconded.

Aye: Ysusi, Caflisch, Hayse

Nay: None

Leonhard Caflisch, Mayor

Louis Ysusi, Commissioner

Dean Hayse, Commissioner

Minutes of the Independence City Commission's May 28, 2020 Meeting

Attest:

City Clerk/Treasurer

Minutes of the Independence City Commission's August 13, 2020 Meeting

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

City Staff

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

Visitors

Larry McHugh
Taina Copeland
Jerry Bright
Jeri Hopkins
Carolyn Torrance
Ned Stichman
Brent Julian
Kathy Shepard
Beth Prezal
Trisha Purdon
Shawn Yurner
Anthony Vaughan
Doug Stacy
Christy Mavers
Brian Williams
Kyle Spielbusch by phone

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

Minutes of the Independence City Commission's August 13, 2020 Meeting

Motion:

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

Aye: Ysusi, Cafilisch, Hayse

Nay: None

II. APPOINTMENTS

- A. Tree Board – Two terms expired (One eligible for reappointment)

Motion:

On the motion of Mayor Cafilisch, seconded by Commissioner Ysusi the Commission reappointed Twylia Hawthorne and appointed Tim Haynes to the Tree Board.

Aye: Ysusi, Cafilisch, Hayse

Nay: None

- B. Housing Authority – One resignation – Unexpired term ends April 11, 2023 – Applications Due by 5 PM, September 4, 2020
- C. Plumbing Board – One term expired

Motion:

On the motion of Mayor Cafilisch, seconded by Commissioner Hayse the Commission reappointed Paul Lemon to the Plumbing Board.

Aye: Ysusi, Cafilisch, Hayse

Nay: None

III. PRESENTATIONS

- A. Presentation by Labette Health regarding the final update on the 2016 Economic Development Grant, and a request for funds to expand the Independence Health Care Center.

Brian Williams made a presentation.

- B. Presentation of the 2019 Audit.

Kyle Spielbusch from Jarred, Gilmore and Phillips presented the audit.

Minutes of the Independence City Commission's August 13, 2020 Meeting

- C. Presentation from MCAC regarding 2021 Funding Request.

Trisha Purdon made a presentation.

Motion:

On the motion of Mayor Caflich, seconded by Commissioner Ysusi the Commission recessed for a five-minute break.

Aye: Ysusi, Caflich, Hayse

Nay: None

The meeting resumed at 6:46 P.M.

IV. PUBLIC HEARINGS

- A. Public Hearing to consider adopting the 2021 Budget as proposed.

Director Lies presented the budget.

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission approved the 2021 budget as presented.

Aye: Ysusi, Caflich, Hayse

Nay: None

- B. Public hearing to consider authorizing the Mayor to required documentation for the submission of a grant request with Kansas Department of Agriculture to request a USDA Rural Development Grant for \$50,000 to purchase crucial public safety equipment.

The USDA recently announced that they had \$150 million - \$2.7 million for Kansas alone – in grants available through the Community Facilities Program to help rural communities continue their recovery from the devastating effects of natural disasters. This grant is available for Rural Community Infrastructure & Equipment. The City of Independence hopes to purchase two new cardiac monitors, two new SCBA replacements, and one police vehicle (including up-fitting). Currently, two Fire-EMS vehicles have cardiac monitors that will be considered outdated and out of compliance on January 1, 2021. Replacing the monitors is required by law. The SCBA equipment that would be replaced is from 1997. The typical life of this equipment is 15 years and requires replacement in 2020 to maintain the safety of Fire-EMS personnel and the public. The police vehicle in need of replacement has significantly higher maintenance costs than other vehicles in the fleet and is often out of service for repairs. Replacing the requested equipment will

Minutes of the Independence City Commission's August 13, 2020 Meeting

reduce costs associated with maintenance, improve quality, and reduce incidents associated with old or faulty equipment, providing better public safety to our community. City staff, along with the help of USD 446 high school student Lux Wright, has submitted preapplication documents and received notification of eligibility for the requested funding. The next steps are to submit the attached application documentation for further review.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission authorized the Mayor to sign all required forms and for City staff to submit all application documents, and any related documents to the USDA for consideration.

Aye: Ysusi, Caflisch, Hayse

Nay: None

V. CONSENT AGENDA

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

- A. Appropriations
 - 1. A-1868
 - 2. D-2006
 - 3. P-1841
- B. Consider minutes of the March 31, April 2, April 9, April 23, and May 1, 2020 meetings.
- C. Consider authorizing the Mayor to sign joint letters with the Planning Commission thanking recent past members.
- D. Consider partnering with the Chamber for the KAN-OKLA 100-Mile Highway Sale on Friday, September 11th and Saturday, September 12th, 2020.
- E. Consider adopting an ordinance dealing with the disposal of abandoned or unclaimed property.

Motion:

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

Aye: Ysusi, Caflisch, Hayse

Nay: None

Minutes of the Independence City Commission's August 13, 2020 Meeting

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission agreed to move the discussion item for the Independence Recreation Commission to the next item of business.

Aye: Ysusi, Caflisch, Hayse

Nay: None

VI. DISCUSSION

- A. Discuss a request from the Independence Recreation Commission for assistance and guidance on repairing flood damage to the ballfield electrical system.

Director Brent Julian presented a timeline of the events.

The Commission decided to get proposals for an engineering study to get a picture of the deficiencies that would need to be addressed.

VII. ITEMS FOR COMMISSION ACTION

- A. Consider a request from the Library for approval of renovations relating to COVID-19 protection.

The Library is requesting to make modifications to the library, which is a City owned building, to protect the staff and patrons from COVID-19.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission authorized renovations to the Independence Public Library relating to COVID-19 protection contingent upon compliance with fire safety regulation NFPA-13.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- B. Consider a resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 414 South Wald Avenue; and consider a resolution setting the date of September 24, 2020 at 5:30 PM for a public hearing to consider condemnation of a structure located at 414 South Wald Avenue as dangerous and unsafe.

Code Enforcement Officer Musgrove found abatement issues and damage to a structure at 414 S. Wald Ave. Contact was made with Paulette Hasen, and she indicated she was doing a rent to own with Damone Hatch, who resides at 418 S. Wald Ave. Contact was made with Damone; he stated he made a garage and was working on vehicles in the living room of the house. A stop-work order was issued,

Minutes of the Independence City Commission's August 13, 2020 Meeting

and Mr. Hatch was informed that he would need to apply for the proper permits through the owner of the residence and that he needed to clean up the debris.

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission adopted a resolution authorizing abatement of unhealthy and unsafe exterior conditions at 414 S. Wald Ave Street and setting the date of September 27, 2020, at 5:30 p.m. for a public hearing to consider condemnation as dangerous and unsafe.

Aye: Ysusi, Caflich, Hayse

Nay: None

- C. Consider adopting a resolution authorizing and providing for the calling of a special question election in the City of Independence, Kansas, for the purpose of submitting to the electors of the City the question of imposing a one percent (1%) City-wide retailers' sales tax; and providing for the giving of notice of said election.

On August 10, 2020 the City Commission provided direction to move forward with the ballot language for the November 3, 2020 election with modifications as recommended by staff and percentages assigned by the Commission. After the meeting, the City Attorney recommended removing the word "required" in regard to "related ADA improvements" which the bond attorney had no issue with. In addition, a question was asked regarding whether a project that was contracted for could be paid out of debt repayment if it is not financed. The bond attorney suggested modified language on item b) which is included along with the other modifications that are highlighted as follows:

DRAFT November 3, 2020 Language:

Shall the City of Independence, Kansas, be authorized, pursuant to the authority of K.S.A. 12-187 et seq., to impose a special purpose one percent (1%) Citywide retailers' sales tax, the revenues to be derived therefrom to be used for the purpose of financing the costs of the following and related expenditures:

- a) 0.25% for *continued* mill levy support;
- b) 0.31% for payment of contractual obligations for, or debt repayment, including repayment of general obligation bonds of the City financings issued or to be issued to pay the costs of, previous or future improvements including but not limited to streets, sidewalks, buildings, facilities, equipment, and ~~required~~ related ADA improvements;
- c) 0.12% for equipment, building and facility improvements, including but not limited to Riverside Park and Ralph Mitchell Zoo; Riverside Beach Family Aquatic Center; neighborhood parks; ballfields, and other recreational facilities; Public Safety including Police and Fire/EMS; City Hall; Library; Public Works; ~~required~~ related ADA improvements; and City government technology and communications infrastructure;

Minutes of the Independence City Commission's August 13, 2020 Meeting

- d) **0.27%** for street and sidewalk improvements, including but not limited to multimodal routes to schools, healthcare, recreation, and business; drainage and stormwater management; alley improvements; **required related** ADA improvements; public parking; traffic control; and
- e) **0.05%** for economic development initiatives, including but not limited to incentives for business retention and recruitment; Memorial Hall improvements; initiatives for new recreational facilities; **planning for a future** Senior Citizens Center; wayfinding signage; housing initiatives; airport improvements; healthcare facility expansions; industrial park improvements; beautification initiatives, and expanded community broadband access;

the collection of the special sales tax to commence on the expiration date of an existing 1% special Citywide retailers' sales tax approved at an election held on April 3, 2012, in the City for the purpose of financing all or a portion of the costs associated with debt repayment and mill levy support; building and facility improvements, including Riverside Park and Ralph Mitchell Zoo; improvements to streets and sidewalks; and improvements required for compliance with the requirements of the Americans with Disabilities Act of 1990 (which is expected to be October 1, 2022); with the special sales tax to expire ten (10) years after its commencement?

The City Commission also asked some additional questions that were answered by the bond attorney, Garth Hermann with Gilmore Bell which are attached.

A question was also raised on how staff came up with the maximum bond payments due from Special Use Sale Tax. The City Clerk/Treasurer prepared a new Bond and Interest Summary that included only Special Use Sales Tax regarding bond payments which is attached.

The Finance Team is also reviewing the questions asked about the Capital Reserve Account, and City staff will provide that information as soon as it is available.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission adopted a resolution authorizing and providing for the calling of a special question election in the City of Independence, Kansas, for the purpose of submitting to the electors of the City the question of imposing a one percent (1%) City-wide retailers' sales tax; and providing for the giving of notice of said election.

Aye: Ysusi, Caflisch, Hayse

Nay: None

D. Consider a change order with Graham Construction and TranSystems for the 2020

Minutes of the Independence City Commission's August 13, 2020 Meeting

Overlay ADA curb ramps.

The City of Independence is required by the 2010 ADA Standards to provide ADA curb ramp improvement when making street improvements. The attached change order for \$67,304.00 is for the 2020 approved street overlay program. The pricing is based on the 2018 ADA bid project and includes inspections.

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission authorized the Mayor to sign a change order with Graham Construction for the 2020 Overlay ADA curb ramps.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- E. Consider authorizing City staff to bid out connection to the sanitary sewer main in the 300 block of Westminster and assess the cost back to the property owners.

In 2012 the City was made aware of an issue with the private sewer line in the 300 block of Westminster Place, former City Manager Micky Webb and Utilities Director Terry Lybarger met with all of the property owners and came to an agreement that if the City installed a new sewer main in the alley behind the affected properties the property owners would connect to the new main line at their own expense. The City installed the new sewer main line in 2013 and since that time 3 of the 9 properties have connected. On February 6, 2020, the City sent letters to the property owners advising them that they needed to connect by April 1, 2020. With the pandemic occurring, on May 11, 2020 another letter was sent extending the deadline to August 1, 2020. There have been no new connections as of August 10, 2020. If the Commission approves bidding this work out, we will send a follow up letter advising the property owners that the City is taking action to connect their property to the City's sanitary sewer system and that the cost will be assessed to their property. If the property owners will complete a Sewer Assistance Application, a portion of the costs could be provided as a grant. Another option would be to assess the balance of the costs over a ten-year period.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission authorized City staff to bid out connection to the sanitary sewer main in the 300 block of Westminster Place and assess the cost back to the property owners.

Aye: Ysusi, Caflisch, Hayse

Nay: None

Minutes of the Independence City Commission's August 13, 2020 Meeting

- F. Consider bids for Whiskey Creek drainage way clearing.

The City of Independence received one bid for the Whiskey Creek drainage way clearing from MEGA, LLC. As requested, they submitted pricing for three phases of work from Laurel Street to Cherry Street. City Staff, before bidding the job, visited with the Commission about starting at Cherry Street and working north clearing the drainage way. It is staff recommendation to authorize MEGA to begin at Cherry Street and work north until \$50,000 has been expended. Mega has informed staff this would be the railroad track by Birch or approximately two blocks of work. Mega anticipates starting this work in December of 2020. City Staff will then return on January 14, 2021, and seek Commission approval to use 2021 funds, or \$50,000, to continue additional work between Birch and Walnut, or an additional two blocks of drainage way clearing. MEGA anticipates it will take two weeks of work per section.

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission authorized the Mayor to sign an agreement with Mega, LLC, to perform \$84,000 of drainage way clearing from Cherry north to Walnut.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- G. Consider setting the date of August 27, 2020 at 5:30 PM for a public hearing regarding a CDBG grant.

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.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission set the date of August 27, 2020 at 5:30 PM for a public hearing regarding an application for CDBG funds for sewer system improvements.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- H. Consider providing direction for inspection and bidding services for Sanitary Sewer Basin V, Phase II and Lakeview Liftstation that were previously designed by

Minutes of the Independence City Commission's August 13, 2020 Meeting

TranSystems as part of a CDBG/KDHE loan project.

Previously the City had the sanitary sewer improvements in Basin 5 and replacement of Lakeview Lift Station designed by TranSystems. These projects are part of a CDBG/KDHE loan application. Having these projects designed assists the City with readiness points when the CDBG grant application is reviewed. In order to capitalize on the greatest amount of readiness points the City would like permission to contract the bidding and inspection services for these two projects with TranSystems. If the Commission authorizes us to proceed, we will present a contract with Transystems on August 27, 2020 for formal consideration.

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission authorized to direct 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.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- I. Consider approving a cereal malt beverage license for Ace & Gunner's Tavern at 112 S. 25th Street.

We have received a request for a cereal malt beverage license. The business is wanting to open this weekend, therefore they requested that this item be added to tonight's agenda.

Motion:

On the motion of Commissioner Hayse, seconded by Commissioner Ysusi the Commission approved a cereal malt beverage license for Ace & Gunner's Tavern at 112 S. 25th Street.

Aye: Ysusi, Caflisch, Hayse

Nay: None

- J. Consider signing a Coronavirus Relief Fund Resolution to participate in the SPARK Relief Fund.

As part of the C.A.R.E.S Act, Montgomery County was awarded approximately \$6.2M to be distributed throughout the county to eligible participants via the SPARK Relief Fund. The City of Independence has been selected as a SPARK grant recipient. Attached is the Coronavirus Relief Fund Resolution which was adopted by the Montgomery County Commission. The resolution must be signed and returned

Minutes of the Independence City Commission's August 13, 2020 Meeting

as soon as possible. The resolutions outline the type of expenditures eligible for funding and assures the issuing party that the City will comply with reporting requirements. Pending state approval, the funds awarded can be disbursed after this Resolution has been submitted.

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission adopt the Coronavirus Relief Fund Resolution as presented.

Aye: Ysusi, Caflisch, Hayse

Nay: None

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hayse the Commission recessed for a five-minute break.

Aye: Ysusi, Caflisch, Hayse

Nay: None

The meeting resumed at 8:03 P.M.

VIII. DISCUSSION

B. Discuss programming for City facilities.

Acting City Manager Passauer informed the Commission that staff has an upcoming meeting with Treanor.

Commissioner Hayse is working with staff on a cost benefit analysis of the mechanical systems at the temporary City Hall building.

IX. REPORTS

A. Gravel streets.

Director Passauer presented a map of the city streets that are paved with gravel.

B. 223 West Main Street Update.

Director Cowan had nothing to report.

C. 2020 Census Update.

Acting City Manager Passauer presented the update.

Minutes of the Independence City Commission's August 13, 2020 Meeting

D. Update on Code Enforcement Efforts.

Director Cowan provided an update.

E. City Board Minutes

1. November 4, 2019 Park Board
2. January 6, 2020 Park Board
3. February 3, 2020 Park Board
4. May 5, 2020 Planning Commission/Board of Zoning Appeals
5. June 17, 2020 Library Board
6. July 15, 2020 Recreation Commission

X. CITY MANAGER'S COMMENTS

None

XI. COMMISSIONERS' COMMENTS

None

XII. PUBLIC CONCERNS

None

XIII. EXECUTIVE SESSION

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

Motion:

On the motion of Mayor Cafilisch, seconded by Commissioner Ysusi the Commission moved to recess for an executive session for review and discussion of City Manager applications pursuant to the non-elected personnel exception (K.S.A. 75-4319(b)(1)). The open meeting will resume at 8:50 P.M.

Aye: Ysusi, Cafilisch, Hayse

Nay: None

The meeting resumed at 8:50 P.M.

Motion:

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

Minutes of the Independence City Commission's August 13, 2020 Meeting

Commission moved to recess for an executive session for review and discussion of City Manager applications pursuant to the non-elected personnel exception (K.S.A. 75-4319(b)(1)). The open meeting will resume at 9:00 P.M.

Aye: Ysusi, Caflisch, Hayse

Nay: None

The meeting resumed at 9:00 P.M. with no action taken.

XIV. ADJOURNMENT

Motion:

Mayor Caflisch moved to adjourn. Commissioner Ysusi seconded.

Aye: Ysusi, Caflisch, Hayse

Nay: None

Leonhard Caflisch, Mayor

Louis Ysusi, Commissioner

Dean Hayse, Commissioner

Attest:

City Clerk/Treasurer



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
September 10, 2020

Department Safety & Code Enforcement

Director Approval David Cowan

AGENDA ITEM Consider a request from the VFW to designate a Combat Wounded parking space in front of the VFW.

SUMMARY RECOMMENDATION City staff recommends replacing the current ADA sign at the VFW with the reserved Combat Wounded sign.

BACKGROUND The City received a request from Commander Ryan York of the Independence VFW to replace the non-compliant ADA signage in front of the VFW with signage designating a Combat Wounded reserved parking spot. The ADA parking was recently moved to the parking lot north of the VFW and is now in compliance.

BUDGET IMPACT There would be no budget impact for installing the sign from the VFW.

SUGGESTED MOTION I move to approve replacing the ADA sign in front of the VFW with a reserved parking sign for Combat Wounded Veterans.

SUPPORTING DOCUMENTS

1. Request
2. Current Picture
3. Combat Wounded Sign

Hello Dave,

I think you said the handicap spot in front of the VFW will go away when you do the side walk as we now have 2 new ones to the East. How can we do something like this with that space? Put sponsored by city on the bottom. Asking on behalf of the membership.

Thanks,

Ryan York



V.V.W.
POST 152

RESERVED
PARKING
ONLY

CITY HALL

You are entering
All American VFW Post
THIS BUILDING

09/03/2020



RESERVED

COMBAT



WOUNDED

 WOUNDED WARRIORS
FAMILY SUPPORT
WOUNDEDWARRIORSFAMILYSUPPORT.ORG



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
September 10, 2020

Department Park & Zoo

Director Approval Barbara Beurskens

AGENDA ITEM Consider approving ABATE of Kansas to use the Park Oval for their First Responder, Poker Run and Appreciation Day on September 19, 2020.

SUMMARY RECOMMENDATION Approve Request

BACKGROUND Bill Caldwell of ABATE of Kansas is requesting the use of the oval on September 19, 2020 for their First Responder, Poker Run and Appreciation Day. They plan on starting their Poker Run from the oval with first bikes out at 10:30 am. They are requesting placing a large crane in the middle of the oval to display the American Flag and they are inviting local area First Responders to be present. They also plan on having a couple of food vendors set up on the oval. The organization will also provide free Miniature Golf, Carousel and Train Rides for the public to enjoy. There is no cost to attend this event. The oval will provide plenty of room for families to enjoy the event while also social distancing.

BUDGET IMPACT Approval of this event will increase the park's cost for janitorial supplies and staff to prepare for set up and cleanup.

SUGGESTED MOTION I move to approve the request from Bill Caldwell of ABATE of Kansas to use the Park Oval for their First Responder Poker Run and Appreciation Day including food vendors on Saturday, September 19, 2020.

SUPPORTING DOCUMENTS Park Activity Application and Flyer

City of Independence
Park Activity Application

Event Date: Sept 19 Time: Start 0900AM Ending 4:00 PM

Size of Group 100+

Type of Event: Concert: Display: Exhibit: Other: Fund Raiser

Individual/Business/ Organization: ABATE OF KANSAS

Individual/Business Address: _____

Non-Profit Organization Yes No If yes - provide documentation.

If this activity is for profit and/or limiting or restricting free public access to the event, then said individual, business and/or organization will be required to obtain a "Park Event Permit" Contact the City Clerk Office at City Hall 811 W. Laurel Street, Independence, KS 67301 620-332-2500 for the proper form.

If not for profit complete the following:

Contact Person: Bill Caldwell Phone Number: 

Are you renting a building? NO

Please describe your event: First responder support, AWARENESS
Fund Raiser - Food vendors - Crane on middle of oval
w/ American flag, police, firetrucks set up

Area of the park you are planning on using: OVAL

Services Needed: Barricades Yes No If yes, provide a map for placement.
Barricades must be maned during the event. During breaks of event participates those that are renting facilities must be given access. Barricades must be removed 15 minutes past the end of the event.

Street Closing Needed: Yes No If yes, provide a map for location.
Time of street closing: From: _____ To: _____
Times must be approved by park staff.

Electricity Yes No If so provide the location. _____

Trash Containers Needed: Yes - 6-10

Special Arrangements: _____

Police, EMS or Fire Department Needed: Yes No If yes, please provide details. this is a 1st responders fund Raiser - Just for appreciation

Other City Equipment Requested: _____

Attachments:

1. A site plan of the event indicating the area being requested and how it will be secured.
2. Proof of general liability insurance against damage caused by the applicant, agents, employees, guests and participants in the event in the amount of not less than \$500,000 single limit per occurrence for bodily injury, personal injury and property damage from a company licensed to do business in the State of Kansas and naming the City and its officers and employees as an additional insured.

Signature of Renter:  _____

Date: 8-8-20

Approved by: _____ Date: _____

First Responder

POKER RUN & APPRECIATION DAY

Hosted by ABATE of Kansas

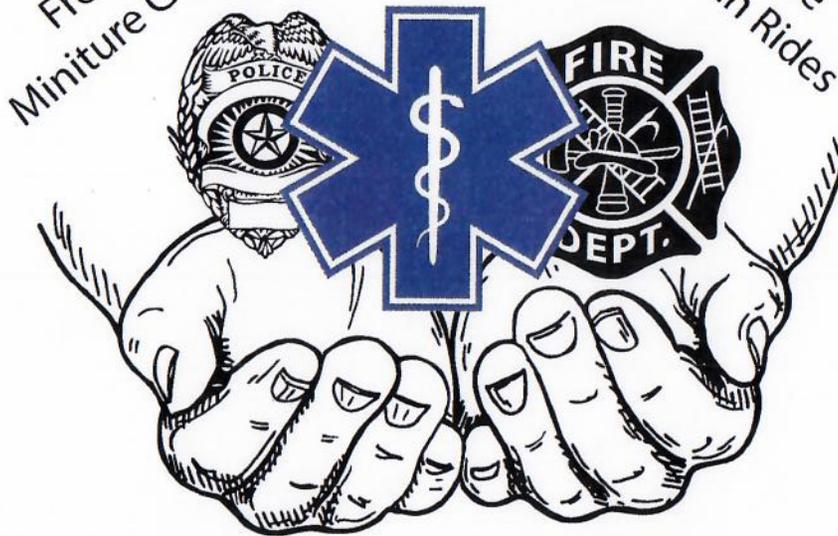
District 3

Free

Merry Go Round

Free
Miniture Golf

Free
Train Rides



1st Bike out at 10:30

Stops: 1. My Place

2. Ballers

3. American Legion #20

4. American Legion # 138

5. American Legion # 139

6. VFW # 1186 w/ after party

Featuring Straight Away

Come out and Support Local First Responders

Sept. 19, 2020 @ Riverside Park Independence, KS

Promoting Motorcycle Awareness Abate of Kansas



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KELLERMAN INSURANCE, INC. P.O. BOX 1025 HOLTON, KS 66436		CONTACT NAME: PHONE (A/C, No, Ext): 785-364-2921 FAX (A/C, No): 785-364-3225 E-MAIL ADDRESS: kellerman@kellermaninsurance.com	
INSURED ABATE OF KANSAS P.O. BOX 102 PERRY KS 66073		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mut Ins Co NAIC # 15350 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

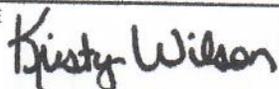
COVERAGES CERTIFICATE NUMBER: 20200825155958613 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	2120414	07/09/2020	07/09/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	2120414	07/09/2020	07/09/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DISTRICT 3
1ST RESPONDERS POKER RUN
SEPTEMBER 19, 2020

CERTIFICATE HOLDER Email: watts_jr@yahoo.com ABATE OF KANSAS DISTRICT 3; JR WATTS 8565 HWY 39 CHANUTE KS 66820	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
September 10, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider an engineering agreement with TranSystems for the West Maple Street Cost Share project.

SUMMARY RECOMMENDATION Authorize engineering agreement.

BACKGROUND On July 14, 2020 the City was awarded a Cost Share grant through KDOT for improvements to West Maple Street from 17th to Peter Pan Road. On July 23, 2020 the City Commission directed staff to present an engineering contract with TranSystems at a future meeting for this project.

BUDGET IMPACT The total project costs are \$2,635,452 with KDOT's share estimated at \$1,594,089 and the City's share estimated at \$1,041,363. The amount included in the attached engineering agreement is a maximum fee of \$210,000 for design services and \$300,000 for construction engineering and inspection services, including any applicable reimbursable expenses.

SUGGESTED MOTION I move to authorize an agreement with TranSystems for engineering services relating to a KDOT Cost Share Grant for improvements to West Maple Street from 17th to Peter Pan Road.

SUPPORTING DOCUMENTS Proposed agreement with TranSystems

**AGREEMENT BETWEEN
CITY OF INDPENDENCE,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:

Maple Street Improvements as funded by a KDOT Cost Share Grant. The improvements consist of improving Maple Street from 17th Street to Peter Pan Road.

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. It is anticipated that design will be completed by June of 2021 and that construction related services will begin in August, 2021 and end in August, 2022. . These dates are estimated, but not guaranteed.. The estimated period shall begin on the date the contract is signed, and end with the delivery fo 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 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 maximum fee for the design services as described in Exhibit A shall be \$210,000.

For Construction Engineering and Inspection 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 construction engineering and inspection services shall be \$300,000.

Section 5.1.2 For Reimbursable Expenses in connection with Basic Services. All reimbursable expenses shall be included in the maximum fee and 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 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 5.5.2 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 5.5.3 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 5.5.4 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**

1. Preliminary Engineer Report:

A PER was previously prepared by TranSystems as part of a KDOT Cost Share grant application. The project in general is improving Maple Street from 17th Street to Peter Pan Road. Preliminarily, the report outlined the following basic scope of improvements: A 2" Mill and Overlay from 17th Street to the Whiskey Creek bridge: Widen Maple Street to 24' from the Whiskey Creek bridge to Peter Pan Road: Install Curb and Gutter and storm sewer from 21st to 28th Street. Following the gathering of survey data that defines ROW, utilities and grades, the above scope of improvements may change slightly. Following survey, a concept drawing will be developed.

2. Design Services:

Design will consist of the preparation of plans, specifications and contract documents. Design will consist of Survey, Plan Preparation, Permitting, and preparation of contract documents and specifications.

2.1 Survey, ROW and Utilities: A topographic survey and boundary survey to define ROW will be conducted. It is envisioned that up to 6 easements (or ROW parcels) will be required. The contract includes writing 6 legal descriptions for the additional ROW and preparing a plat map for the 6 parcels. Negotiations for obtaining easements are not included as part of this contract. The survey will include locating existing utilities along the route. A drawing showing known utility conflicts will be prepared and sent to the subject utility. Designing utility relocations and coordinating utility relocations are not part of this contract.

2.2 Plan Preparation and Permitting: Plans will be prepared for the proposed improvements. Following survey, a concept plan and cost estimate will be developed. This concept will be reviewed by the City, with TranSystems addressing City comments. A Preliminary plan set will then be prepared (30% plans, followed by a Field Check set (60% plans). Final plans will then be prepared and submitted to KDOT for review. TranSystems will then address KDOT comments. It is anticipated that an erosion control permit will be required. TranSystems will assist the City in addressing the erosion control permitting. Plans will include a plan view, profiles, cross sections and details as needed to obtain KDOT Cost Share program approval.

2.3 Contract Documents and Specifications: A set of contract documents and specifications will be prepared. It is anticipated that this will include City Standards. This will include a detailed bid packet, enumerating the anticipated quantities for construction.

3. Construction Related Engineering Services: These services begin following the bidding and include conducting a Pre Construction Conference. Services also include preparation of contract documents and reviewing monthly pay requests. On site construction inspection is included for a construction period of 365 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	\$80.00	Planner IV	\$253.00
Construction Services II	\$75.00	Surveyor I	\$88.00
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	\$83.00	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	\$108.00
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
September 10, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider initiating a public hearing before the Planning Commission to consider a text amendment to Appendix B-Zoning of the City code including, but not limited to Appendix A. "Listing of Permitted and Conditional Uses" including, but not limited to "Retail trade not elsewhere listed."

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

BACKGROUND The City has been approached by a new business that is located in an industrial zone that would like to sell their products they manufacture, plus additional unrelated products. Retail sales of related products is allowed in an industrial zone, however, the sale of unrelated products is not. City staff recommends that the permitted and conditional use table be modified to allow "Retail trade not elsewhere listed" in an industrial zone with a conditional use permit. This will allow this business to apply for a conditional use permit for this purpose.

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 to Appendix B-Zoning of the City code including, but not limited to Appendix A. "Listing of Permitted and Conditional Uses" including, but not limited to "Retail trade not elsewhere listed."

SUPPORTING DOCUMENTS Public Hearing Notice

City of Independence, Kansas

NOTICE TO THE PUBLIC

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

Tuesday, October 6, 2020, at 5:30 p.m.

To receive comments to consider text amendments to Appendix B-Zoning of the City code including, but not limited to Appendix A. "Listing of Permitted and Conditional Uses" including, but not limited to "Retail trade not elsewhere listed."

Case Number:

2020/ZA/04

The hearing will be conducted in the Civic Center, Memorial Hall, Penn/Locust, Independence, Kansas, and will begin at 5:30 p.m. However, due the social distancing participation is encouraged via conference call: [+1 785-289-4727](tel:+17852894727) Conference ID: 652 632 373#

All interested persons should participate in the meeting and they will be heard. Persons wishing to comment, but who cannot attend this hearing, should provide their written comments to:

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

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

Kelly Passauer, Zoning Administrator



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
September 10, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider Change Order 11 with Hofer and Hofer extending the contract schedule 126 days for the 1916 City Hall project; and consider an agreement with TreanorHL for additional professional fees related to this time extension.

SUMMARY RECOMMENDATION If the Commission agrees that the additional construction administration fees should be absorbed solely by the City, then it is recommended that the change order and proposal be approved as presented. If the Commission does not agree, then an alternative would be to negotiate a deduct value with Hofer and Hofer for the change order.

BACKGROUND The City Commission on January 9, 2020 approved Change Order 3; on April 23, 2020 approved Change Orders 1, 2, 4, 6, and 7; and on August 27, 2020 approved Change Orders 8, 9, and 10 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
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 City has received Change Order 11 in the amount of \$0 which extends Hofer and Hofer's contract schedule an additional 126 days starting September 28, 2020 through January 31, 2021. This change order has been recommended for approval by TreanorHL and is described in more detail in the attached documentation.

In addition, the City has received a request from TreanorHL to be compensated for their additional construction administration services beginning August 1, 2020 through January 31, 2021 in the amount of \$11,000.

BUDGET IMPACT If the change order and proposal are approved as presented, \$11,000 for the additional construction administration fees for TreanorHL will be funded from Special Use Sales Tax for Buildings and Facilities.

SUGGESTED MOTIONS

I move to approve Change Order 11 with Hofer and Hofer in the amount of \$0 as recommended by TreanorHL to extend the contract schedule an additional 126 days starting September 28, 2020 through January 31, 2021 for the 1916 City Hall Phase I project.

OR

I move to approve Change Order 11 with Hofer and Hofer in the deduct amount of \$_____ to extend the contract schedule an additional 126 days starting September 28, 2020 through January 31, 2021 for the 1916 City Hall Phase I project.

AND

I move to approve a proposal from TreanorHL in the amount of \$11,000 for additional construction administration services beginning August 1, 2020 through January 31, 2021 primarily due to the extended contract schedule.

SUPPORTING DOCUMENTS

1. Change Order 11 with Hofer and Hofer
2. Recommendation from TreanorHL
3. Proposal from TreanorHL for additional construction administration fees



AIA[®] Document G701[™] – 2017

Change Order

PROJECT: <i>(Name and address)</i> Independence City Hall - Phase 1 120 N. 6 th St. Independence, KS 67301	CONTRACT INFORMATION: Contract For: Renovation Date: 5/7/2019	CHANGE ORDER INFORMATION: Change Order Number: 11 Date: 9/3/2020
OWNER: <i>(Name and address)</i> City of Independence 811 W. Laurel St. Independence, KS 67301	ARCHITECT: <i>(Name and address)</i> TreanorHL 719 SW Van Buren St. Ste. 200 Topeka, KS 66603	CONTRACTOR: <i>(Name and address)</i> Hofer & Hofer & Associates, Inc. 1201 N. 10 th St. Humboldt, KS 66748

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Extension of contract time due to delays in ordering and delivery of windows. 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	\$ 68,551.40
The Contract Sum prior to this Change Order was	\$ 1,146,451.40
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 1,146,451.40

The Contract Time will be increased by one hundred and twenty six (126) days.
The new date of Substantial Completion will be 1/31/2021

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 <i>(Firm name)</i>	City of Independence OWNER <i>(Firm name)</i>
<i>K. Vance Kelley</i>		
SIGNATURE	SIGNATURE	SIGNATURE
<u>K. Vance Kelley, Principal</u> PRINTED NAME AND TITLE		
<u>9/3/2020</u> DATE		

August 28, 2020

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

RE: Independence City Hall

CHANGE ORDER NO. 11

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

Add 126 calendar days to the contract making date of completion January 31, 2021

To accept Change Order No. 11, 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

September 3, 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. 11

Dear Ms. Passauer,

The contractor has experienced a series of delays with ordering windows for the 1916 City Hall project, and because the previously bid and agreed contract time of 427 days ends on September 28, 2020, they are requesting additional contract time be added to the project with this change order with no associated cost change.

The efficiency of the contractor's schedule has been affected by several factors over the course of the project, beginning with a review period for the Part 2 tax credit application that was longer than the 30 days typically set by statute, causing the project start to be delayed by approximately three months from the end of the bid period. This led to some necessary reordering of the contractor's schedule due to subcontractor availability and conflicts with other projects.

Once the project began in July of 2019, final direction for the Phase 2 of the project was believed to be on track to be finalized by September. TreanorHL met with City staff in June for review and updating of the Phase 2 program. The result of this work was preliminary program layouts that showed additions to the 1916 City Hall potentially being necessary to accommodate the Police Department in the building if that option were taken, of the three options developed. TreanorHL and City staff became concerned in August 2019 that if window installation went ahead as planned for Phase 1 without finalized direction on Phase 2, the City would potentially pay for windows installed on the South and East elevations that would not be needed due to the potential future Phase 2 addition. At that time, the window subcontractor believed there would be no issues with the project schedule if a direction was finalized by the end of September as expected.

In September, TreanorHL was asked by the City Commission to provide an additional services proposal for developing preliminary plans that would enable City staff and the City Commission to better visualize the spaces laid out by the program. At the December 19, 2020 City Commission meeting this proposal was tabled for revisions to only focus on the option combining City administrative offices and the Police Department in the historic 1916 City Hall. When presented again to the City Commission in February, this additional services proposal was tabled until the Commission could agree to a total Phase 2 project budget they were comfortable with having the program modified to fit.

Meanwhile, the City, through TreanorHL, directed Hofer & Hofer to hold on the East and South elevation windows potentially affected by a future addition, and to prioritize ordering the remainder of the building's windows. Shop drawings were reviewed by TreanorHL on April 13, 2020.

A delay in the order for the basement windows was incurred, as the final measurements were required to be taken after installation of replacement lintels. This installation was delayed due to several factors, including discovery of unforeseen lintel deterioration in January 2020, revision of the initially proposed complete lintel replacement Change Order #6 to provide cost savings to the City, and an unexplained delay by the stainless



steel material supplier in delivery of the material to the site. Final measurements for the order of these basement windows were taken the week of August 14, 2020, once the masons completed the lintel installation.

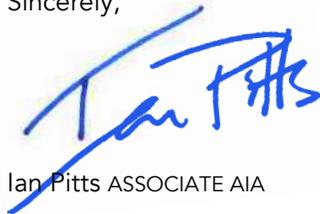
Currently, the first windows ordered in April 2020 with delivery delayed to September 2, 2020, are expected by the contractor to be largely installed by the end of the contract time on September 28, 2020. The delay beyond the original contract time to January 31, 2021 is reported to be largely due to the extended lead times now being quoted by the window manufacturer, with the COVID-19 pandemic being cited by the window manufacturer as the cause.

Therefore, the contractor has requested a new final completion date of January 31, 2021, adding 126 calendar days to the contract time.

Change Order No. 11 proposes no change to the total contract amount. See Change Order No. 11 for the contractor's request for additional time.

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



September 3, 2020

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

Re: Proposal for Additional Construction Administration - 2
Exterior Building Repair Historic City Hall

Dear Ms. Passauer,

As discussed, our contract amendment for the Additional Construction Administration (CA) scope of work for the above referenced project ended July 31, 2020. Hofer & Hofer & Associates, Inc estimated it would take 427 days or 14 months to complete the construction project and are now requesting an additional six-month extension through January 31, 2021 to complete the project.

In the previous amendment for additional construction administration we originally estimated \$18,200 of time would be needed through July 31, 2020. At the request of the City Commission, we reduced this to \$14,200. The actual accounting for those services totaled \$22,330.

While we are not requesting the City cover the \$8,130 shortfall, we are requesting compensation for additional construction administration services from August 1, 2020 through January 31, 2021 in the amount of \$11,000. This amendment includes the reduced hourly rates included in the previous amendment. Based on the remaining outstanding construction activity, monthly pay applications and monthly progress meetings, we believe three site visits may be required. As previously discussed, the additional construction administration services can be handled on an hourly/monthly basis with the estimated maximum additional fee as noted below. (Reference Attachment A: Time/Task Labor Analysis for estimated monthly hours.)

SCOPE OF SERVICES

A. ADDITIONAL CONTRACT ADMINISTRATION

1. Provide not more than three site visits with site visit reports during construction.
2. Review and respond to questions and attend virtual progress meetings.
3. Review not more than six general contractor's pay application requests.

Estimated Maximum Architectural Fee: \$ 11,000



REIMBURSIBLE COSTS:

Estimated costs for mileage, rental car and lodging are not included in the fees and will be handled as a reimbursable expense.

EXCLUSIONS:

Structural, civil, mechanical, electrical and plumbing engineering, hazardous material abatement, surveying, material sampling and testing.

If there are questions regarding the scope described or included, or if changes to the scope are requested please contact us to revise the proposal. Upon receipt of acceptance we will prepare the appropriate amendment to the current AIA Owner-Architect Agreement.

Sincerely,



K. Vance Kelley AIA
PRINCIPAL

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

vkelly@treanorhl.com

- c** 785.221.3748
- o** 785.235.0012
- d** 785.350.650

Cc: file



TREANORHL ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES

Time/Task Labor Analysis

11/11/2019

2019	Project Lead I 2019 Hourly Rate \$170		Senior Principal 2019 Hourly Rate \$330		
	Office	Field	Office	Field	
December	8	2.5	1	2.5	
2020					
January	8	2.5	1		
February	8	2.5	1	2.5	
March	8	2.5	1		
April	4	2.5	1		
May	4	2.5	1		
June	4	2.5	1	2.5	
July	8	8	1		Project Closeout
	52	25.5	8	7.5	
	\$8,840	\$4,335	\$2,640	\$2,475	Total \$18,290
					\$18,200

TREANORHL ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES - Revised

Time/Task Labor Analysis

2/20/2020

2019	Project Lead I Reduced Rate \$170		Senior Principal Reduced Rate \$300		
	Office	Field	Office	Field	
December	8	2.5	1	2.5	
2020					
January	8	2.5	0.5		
February	8	2.5	1	2.5	
March	4	2	0.5		
April	2	2	0.5		
May	2	2	0.5		
June	2	2	0.5	2	
July	8	4	1		Project Closeout
	42	19.5	5.5	7	
	\$7,140	\$3,315	\$1,650	\$2,100	Total \$14,205
					\$14,200

TREANORHL ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES - **Actual Hours**

Time/Task Labor Analysis

8/1/2020

	Project Lead I Reduced Rate \$170		Senior Principal Reduced Rate \$300		
	Office	Field	Office	Field	
2019					
December	8	2.5	1	2.5	\$2,835
2020					
January	8	2.5	0.5		\$1,935
February	8	2.5	1	2.5	\$2,835
March	13.5		2		\$2,895
April	35.5		4		\$7,235
May	3.5	7			\$1,785
June	4		1		\$980
July	9		1		\$1,830
	89.5	14.5	10.5	5	
	\$15,215	\$2,465	\$3,150	\$1,500	Total \$22,330
					\$22,330

TREANORHL ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES - **Proposed**

Time/Task Labor Analysis

9/1/2020

	Project Lead I Reduced Rate \$170		Senior Principal Reduced Rate \$300		
	Office	Field	Office	Field	
2020					
August	7.5		1		
September	8	2.5	0.5	2.5	
October	4		0.5		
November	8	2.5	1		
December	4		0.5		
2021					
January	8	2.5	1	2.5	Project Closeout
	39.5	7.5	4.5	5	
	\$6,715	\$1,275	\$1,350	\$1,500	Total \$10,840
					\$11,000



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
September 10, 2020

Department Safety & Code Enforcement

Director Approval David Cowan

AGENDA ITEM Consider awarding a bid for the purchase of a new ambulance from SPARK Funding.

SUMMARY RECOMMENDATION City staff recommends purchasing a 2020 North Star 155-1 Demo on a 2019 F-350 chassis.

BACKGROUND The City of Independence was granted SPARK funding for an additional ambulance for the City of Independence. The City of Independence received the following bids:

COMPANY	AMBULANCE	DELIVERY	BASE BID	OPTIONS	TOTAL	CHASIS
AEV	AEV TRAUMAHAWK TYPE 1 174X96X74 CUSTOM AMBULANCE	120-180 DAYS	\$199,968	\$3,160	\$203,128	2020 F550
AEV	AEV TRAUMAHAWK TYPE 1 172X96X72 X-SERIES LTD CUSTOM AMBULANCE	30-60 DAYS	\$214,017	\$2,852	\$216,869	2020 F550
CONRAD FIRE	LIFELINE 171" SUPERLINER TYPE 1	DEMO, READY	\$210,000		\$210,000	2019 F550
BRAUN	2020 NORTH STAR 155-1 DEMO ON A 2019 F-350	DEMO, READY	\$158,062	\$6,100	\$164,162	2019 F350
OSAGE	2020 FORD F550 TYPE 1	30-Dec-20	\$202,564		\$202,564	2020 F550

BUDGET IMPACT There would be no budget impact due to SPARK Funding.

SUGGESTED MOTION I move to approve the purchase of a 2020 North Star 155-1 Demo on a 2019 F-350 chassis from Braun in the amount of \$164,162 plus \$1,500 for the radio installation from a local vender, for a total of \$165,662.

SUPPORTING DOCUMENTS Bid Tab Provided Above



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
September 10, 2020

Department Administration

Director Approval *Kelly Passauer*

AGENDA ITEM Consider approving the revised lease and the revised maintenance agreements with the Independence Gun Club.

SUMMARY RECOMMENDATION City staff recommends approval.

BACKGROUND On June 25, 2020 the City Commission authorized requesting FAA approval of a new building at the Independence Airport Gun Club, and approved the updated and modified lease agreement prepared by the City Attorney. At the meeting Mark Leaman representing the Gun Club asked if the amount included in the maintenance agreement could equal the amount included in the lease agreement. Prior to 2005, the lease agreement for the Gun Club was \$1 per year. The FAA reviewed the City's leases and determined that the City must charge market rent. It was at that time the lease agreement was modified as requested by the FAA.

As stated in the June 25, 2020 RCA, the original lease and maintenance agreements were approved on February 24, 2005. At that time the Independence Gun Club was to pay the City \$94.71 per month for the lease, and the City was to pay the Independence Gun Club \$69.71 per month for maintenance around the Rifle Berm. These amounts were to be adjusted every five years to reflect any increase in the Consumer Price Index, which would have increased the amounts in 2010, 2015, and 2020. It appears that this did not occur, therefore, the new lease reflected what the current amount should be based applying the cumulative CPI rate since March 2005 through March 2020 which is 28.38% for the Kansas City Region (Midwest Area). The revised amounts previously presented were \$121.59 for the lease, and \$89.49 for the maintenance agreement.

In speaking with the FAA they made two modifications to the lease, one related to ensuring the lease and any renewals do not exceed a grand total of more than 50 years; and another related to ensuring the Gun Club's activities do not affect the safety of the airport. The lease agreement that was approved on June 25, 2020 was not signed by the Independence Gun Club as they wanted an answer regarding their question regarding whether the amount of the maintenance agreement could equal the amount of the lease agreement. The lease has been updated to reflect the modifications as requested by the FAA.

As reported at the August 27, 2020 Commission meeting, the FAA indicated that the property must be formally changed from aeronautical land to non-aeronautical land, which requires written notice of the change in the Federal Register and a metes and bounds land description.

Once this is done, the ALP and Exhibit A will need to be updated along with your request to do the change for the gun range purpose. When asked if we have to get the property reclassified before approving the lease they indicated not necessarily, but urged us to get the process started as soon as possible since it will take anywhere from 45 – 60 days to complete, which includes a 30 day public comment period in the Federal Register.

As approved by the Commission at the August 27, 2020 meeting the metes and bounds land description has been ordered in the amount of \$1,500 plus reimbursables (which is \$300 less than originally proposed at \$1,800). Once this is complete, Matt Jacobs with Lochner will be assisting the City with the remainder of the process.

City staff was unable to find any reason that the maintenance agreement could not equal the lease agreement, therefore the maintenance agreement has been revised to reflect the same amount as the lease, \$121.59 per month.

BUDGET IMPACT The budget impact would consist of the loss of \$25 per month in revenue based on the rate that has been charged since 2005, or \$300 annually.

SUGGESTED MOTIONS

I move to approve the revised Independence Gun Club lease as prepared by the City Attorney with modifications as requested by the FAA.

I move to approve the revised maintenance agreement as prepared by the City Attorney.

SUPPORTING DOCUMENTS

1. Revised Lease
2. Revised Maintenance Agreement

LEASE AGREEMENT

This Agreement is effective on the 1st day of July, 2020, between the City of Independence, Kansas, a municipal corporation, hereafter Lessor, and the Independence Gun Club, a Kansas non-profit corporation, hereafter Lessee.

1. **Property:** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, certain property known as the Skeet Range located in the southeast corner of the Independence Municipal Airport, said property being rectangular in shape bounded by Third Avenue on the west and Sixth Avenue on the east, and A Street on the south and B Street on the north. A map showing the location of the property at the Independence Municipal Airport is attached hereto and incorporated herein by reference as Exhibit A.

2. **Term:** The lease shall be for a term of five (5) years, commencing July 1, 2020, and ending June 30, 2025. The lease shall automatically renew for up to eight (8) successive five (5) year terms unless either party gives the other party notice of its intent to terminate the lease at least thirty (30) days prior to the expiration of the current term of the lease. Under no circumstances shall the term of the lease exceed fifty (50) years.

3. **Early Termination:** Either party may terminate this agreement upon thirty (30) days' written notice to the other party.

4. **Use of Premises:** The property which is the subject of this lease shall be used by Lessee as a skeet range, and for related gun club activities.

5. **Lease Payment:** Lessee shall pay Lessor a monthly lease payment of \$121.59 payable in advance. The lease payment payable during any extension or renewal term shall be adjusted upward to reflect any increase in the Consumer Price Index (CPI), Kansas City Region, as published by the Department of Commerce of the United States of America. The adjustment

shall be computed as of the first day of each renewal term and shall be applicable for the entire five (5) year renewal term.

6. **Prohibited Uses:** Lessee shall not permit any use of the property in such a manner that would unreasonably interfere with the use, enjoyment or safety of the adjoining airport property and airport facilities. Specifically, Lessee shall not permit any participants or users of the property to engage in a line of fire in the direction of airport facilities, infrastructure, equipment or amenities.

7. **Compliance with Applicable Laws:** Lessee shall comply with all federal, state and local statutes, laws, ordinances, rules and regulations.

8. **Subordination of Lessee's Rights:** Lessee's rights to possession, use and enjoyment of the property shall be subject and subordinate to the following:

- a. Any existing or future federal or state statutes, or any existing or future leases or agreements between Lessor and the United States or the State of Kansas pertaining to the development, construction, operation or maintenance of Independence Municipal Airport, the execution of which may be required as a condition precedent to the receipt or expenditure of federal or state funds for the development, maintenance or construction of Independence Municipal Airport.
- b. Any existing or future agreements, leases, or deeds granted or entered into by and between Lessor and the United States with reference to the conveyance by the United States to Lessor of any real or personal property at the Independence Municipal Airport.
- c. Any existing or future agreements between Lessor and the United States for the military use of all or part of the Independence Municipal Airport.
- d. FAA approval.

9. **Indemnification:** Lessee agrees to indemnify and hold harmless Lessor, its agents and employees, from any and all liability or loss resulting from claims or liability arising directly or indirectly out of the activity of Lessee, its agents, employees, guests or business visitors by reason of any act or omission of such person or persons.

10. **Improvements:** Lessor grants Lessee permission to construct an additional building on the property so long as the building is in compliance with all terms and conditions of this agreement and does not obstruct use of the Independence Municipal Airport or violate any FAA rules or regulations. Lessee has made certain improvements to the property which are described in Exhibit B attached hereto and incorporated herein by reference. Any improvements made by Lessee may be removed by Lessee upon termination of the lease so long as removal does not damage or impair Lessor's property. Any improvements existing at time of termination of the lease which are not removed by Lessee shall become the property of Lessor and Lessor shall not be required to compensate Lessee for the same.

11. **Damage to Improvements:** In the event any improvements located on the property are destroyed or rendered unusable by fire or other casualty loss, Lessor shall be under no obligation to repair or replace such improvements. In the event of such occurrence, either party may elect to terminate the lease.

12. **Insurance:** Lessee shall at all times maintain general liability insurance in an amount not less than \$500,000.00 per occurrence and shall name Lessor as an additional insured. It shall be Lessee's sole responsibility to insure improvements located on the property.

13. **Nondiscrimination:** Lessee shall maintain and operate the property in compliance with state and federal statutes and regulations governing nondiscrimination as follows:

- a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination of the use of the property on the basis of race, color, national origin, sex, religion or disability.
- b. No person shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination as to the hiring or contracting for services furnished during the construction of any improvements on the property on the basis of race, color, national origin, sex, religion or disability.
- c. Lessee shall use the premises in compliance with all state and federal statutes and regulations specifically including those set forth in 49CFR, Part

21, dealing with nondiscrimination in federally assisted programs of the Department of Transportation.

14. **Entry by Lessor:** Lessor shall have the right to enter upon the property for purposes of inspecting the property and for any other purpose reasonably related to this agreement.

15. **Airport Maintenance and Improvements:** Maintenance and improvements to Independence Municipal Airport shall be the responsibility of Lessor and shall be undertaken as deemed appropriate in Lessor's sole discretion without obligation to Lessee and without interference or hindrance by Lessee.

16. **Non-interference by Lessee:** Lessee shall not exercise any rights granted under this lease in such a manner as to interfere or adversely affect the use, operation, maintenance and development of Independence Municipal Airport as determined in the sole discretion of Lessor.

17. **Obstructions:** Lessor shall have the right to take any action it considers necessary to protect the aerial approaches to Independence Municipal Airport against obstruction, including the right to prevent Lessee from erecting or permitting to be erected any building or structure on the property which, in the opinion of Lessor, may limit or obstruct use of Independence Municipal Airport or constitute a hazard to aircraft.

18. **Air Easement:** Lessor reserves, and Lessee hereby grants to Lessor, an easement of the air space above the surface of the property for the use and benefit of the general public for the purpose of free and unrestricted flight of aircraft together with the right to cause such noise as may be inherent in the operation of aircraft.

19. **War or National Emergency:** During the time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities, and diagonal or other areas or facilities of the Independence Municipal Airport. If any such

agreement is executed, the provisions of this lease, insofar as they are inconsistent with the provisions of such an agreement with the government, shall be suspended.

20. **Non-assignment:** Lessee shall not assign or sublease any rights under this lease or any portion of the property without prior written consent of Lessor.

21. **Binding Effect:** This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

In Witness Whereof, the parties have executed this lease agreement as of the day and year first written above.

LESSOR
CITY OF INDEPENDENCE, KANSAS

By: _____
LEONHARD CAFLISCH, Mayor

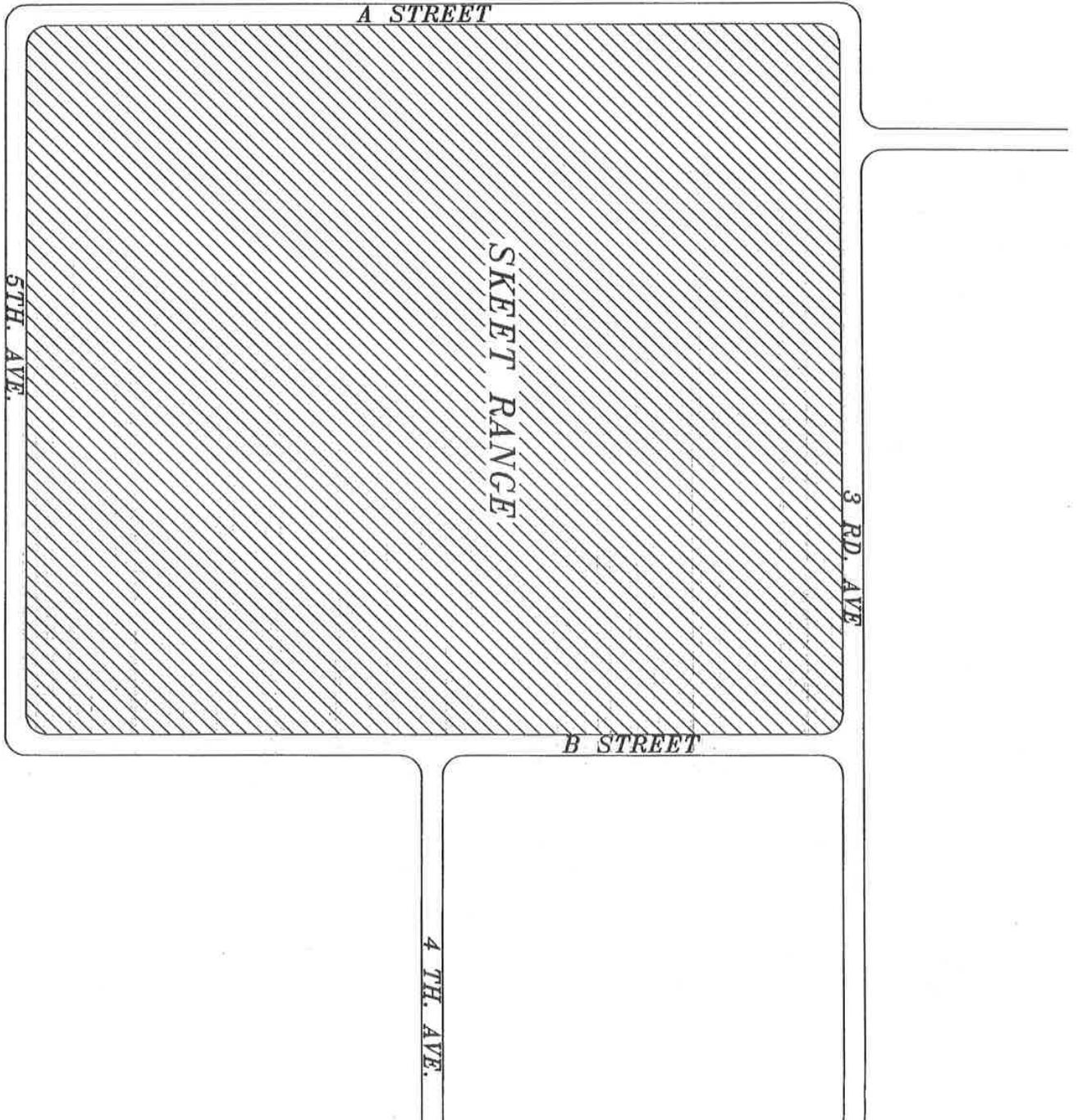
ATTEST:

DAVID W. SCHWENKER, City Clerk

LESSEE
INDEPENDENCE GUN CLUB

By: _____
MARK LEAMAN
Title:

EXHIBIT "A"



MAINTENANCE AGREEMENT

This Agreement is entered into effective is effective on the 1st day of July, 2020, between the City of Independence, Kansas, a municipal corporation, hereafter Owner, and the Independence Gun Club, a Kansas non-profit corporation, hereafter Contractor.

1. **Property:** Owner currently owns certain property known as the Rifle Berm located in the general southeast area of the Independence Municipal Airport. A map showing the location of the Rifle Berm at the Independence Municipal Airport is attached hereto and incorporated herein as Exhibit A.

2. **Services:** Contractor agrees to perform maintenance services for Owner at and around the Rifle Berm located at Independence Municipal Airport, including specifically: mowing, weed removal and eradication, debris and trash removal, and general cleanup responsibilities. Owner reserves the right to modify Contractor's duties.

3. **Term:** This agreement shall be for a month-to-month term beginning July 1, 2020. Either party may terminate this agreement by thirty (30) days' notice to the other party.

4. **Compensation:** Owner shall pay Contractor the monthly sum of \$121.59 for said services payable at the end of each month. The amount paid to Contractor shall be adjusted upward every five (5) years to reflect any increase in the Consumer Price Index (CPI), Kansas City region, as published by the Department of Commerce of the United States of America. The adjustment shall be computed as of the first day following each period of five (5) years and shall be effective for the following five (5) years.

5. **Compliance with Applicable Laws:** Contractor shall comply with all federal, state and local statutes, laws, ordinances, rules and regulations.

6. **Non-assignment:** Contractor shall not assign or sublease any rights under this lease or any portion of the property without prior written consent of Owner.

7. **Binding Effect:** This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

In Witness Whereof, the parties have executed this lease agreement as of the day and year first written above.

**OWNER
CITY OF INDEPENDENCE, KANSAS**

By: _____
LEONHARD CAFLISCH, Mayor

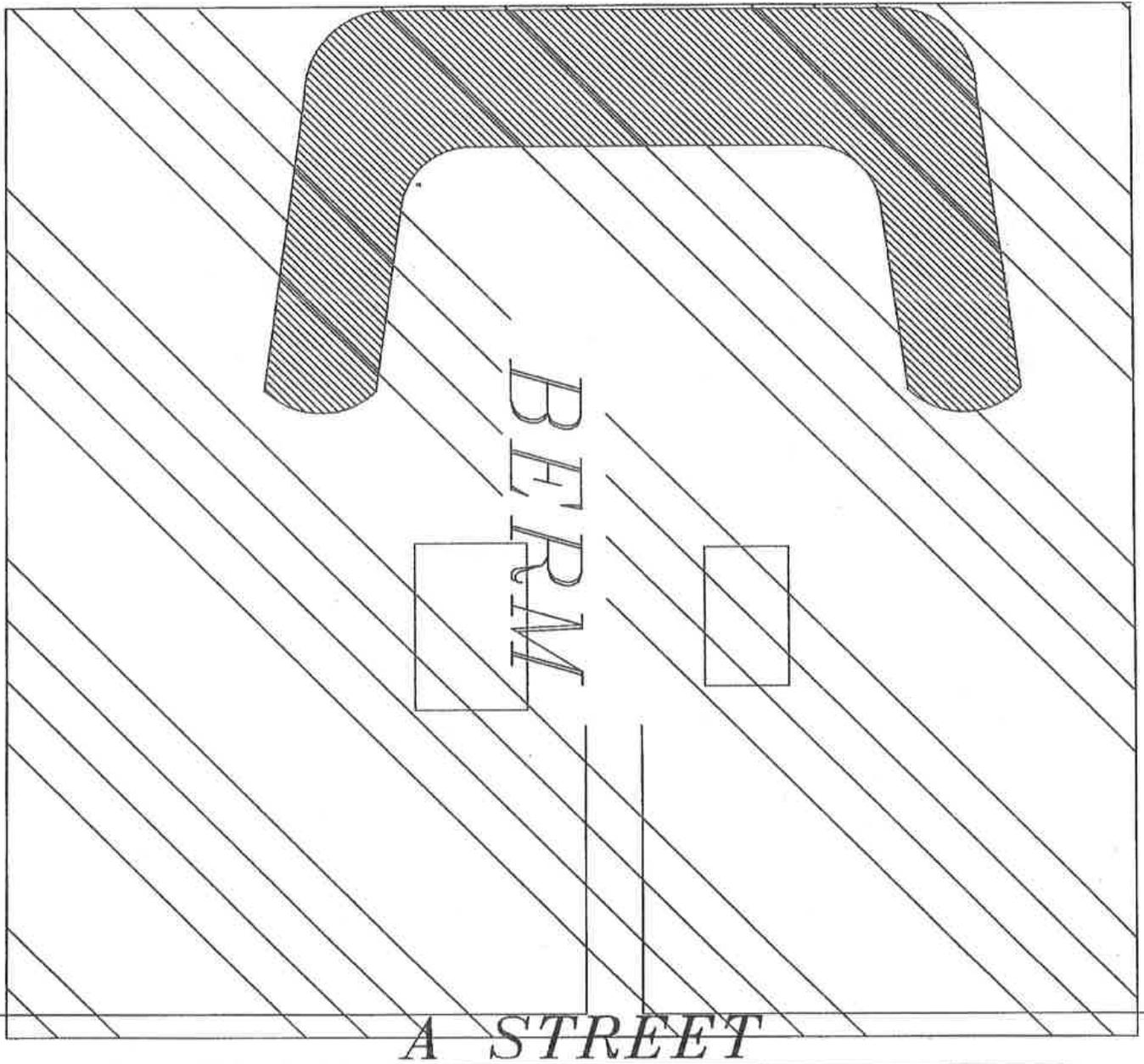
ATTEST:

DAVID W. SCHWENKER, City Clerk

**CONTRACTOR
INDEPENDENCE GUN CLUB**

By: _____
MARK LEAMAN
Title:

EXHIBIT "A"





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
September 10, 2020

Department Utilities

Director Approval Terence Lybarger

AGENDA ITEM Consider Supplemental Agreement No. 1 with PEC for Phase 2 Improvements at the Water Treatment Plant.

SUMMARY RECOMMENDATION Approve Supplemental Agreement.

BACKGROUND The City contracted with PEC on March 3, 2020 for the Phase 2 improvements at the Water Treatment Plant. This supplemental agreement is a modification to the scope of work not covered in the original agreement.

BUDGET IMPACT \$ 24,442.00 to be funded from the low interest revolving loan funds.

SUGGESTED MOTION I move to authorize the Mayor to sign the supplemental agreement with PEC in the amount of \$24,442.00 for additional work not covered in the original contract.

SUPPORTING DOCUMENTS Supplemental Agreement No. 1

September 3, 2020

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

Reference: Independence WTP Phase 2 Improvements
Supplemental Agreement No. 1
Original Contract Date: March 3, 2020
PEC Project No. 35-190768-001

Dear Mayor Caflisch:

This Supplemental Agreement by Professional Engineering Consultants, P.A. (PEC) modifies the referenced Agreement, and any other previous Supplemental Agreements as may be noted herein.

A. Modification of Scope:

1. Survey (Cornerstone Regional Surveying, LLC): Additional survey to locate and determine elevations of existing underground utilities.
2. Geotechnical Services (PEC): Additional soil boring, report log and foundation recommendation for new filter building expansion.
3. Waste Stream Summary Report (PEC).
 - a) Waste Stream Summary Report (WSSR)
 - 1) Prepare a draft WSSR document for discharging the filter backwash water and basin drains to the existing residual lagoon system and submit to CLIENT for review.
 - 2) WSSR to include required information to delineate the flow from the back was system and basin drains to the lagoons such as expected volumes, analytical composition, and frequency of flow. WSSR will also address location of existing discharges, lagoon capacity, and proposed improvements.
 - 3) Address CLIENT comments and submit updated WSSR document to KDHE for review.
 - 4) Address KDHE comment and resubmit to KDHE as required.
 - 5) Upon KDHE approval, a sealed copy of the document will be mailed to KDHE for their records and a PDF of the sealed document will be transmitted to the CLIENT.
4. Relocation of Utilities for Building Expansion (PEC).
 - a) Relocation of Utilities for Building Expansion
 - 1) Review available survey data to establish utilities that will need to be relocated. Potential relocations included gas service, building drain line, finished water line, and sanitary sewer. Relocation of the filter backwash line, if required, will be addressed under separate agreement.
 - 2) Review available drawings of the existing facility and site noting process

- 3) piping and utilities.
Prepare 90% design plans to detail proposed relocation of process piping and utilities. Design plans shall include profiles of piping to be relocated. Prepare specifications as needed. Submit to CLIENT for review.
- 4) Prepare sealed design plans based on CLIENT comments.
5. Structural Services (PEC): Additional structural analysis and design for new filter building expansion.
6. Delete proposed chlorine building from scope per original contract; no longer required with filter building expansion.

B. Time of Performance:

1. The completion date will be unchanged.

C. Payment Provisions:

1. Original Contract amount	\$	171,500
2. Net change by previous Supplemental Agreement(s)	\$	0
3. The contract amount will increase by this Supplemental Agreement in the amount of	\$	<u>24,442</u>
4. The new contract amount including this Supplemental Agreement will be	\$	195,942

D. Authorization to Proceed:

1. Return receipt of this executed Supplemental Agreement will be considered our authorization to proceed.

Sincerely,
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Sarah Unruh, PE
Principal

WCM:jab

ACCEPTED:

CITY OF INDEPENDENCE

By: _____

Title: _____

Date: _____



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
September 10, 2020

Department Safety & Code Enf./Admin

Director Approval David Cowan/Kelly Passauer

AGENDA ITEM Consider direction regarding Central Park and North Park Blvd Sports Complex:

1. Background research and prior agreements.
2. Proposal to update the 2007 concept plan.
3. RFP for ballpark electrical.

SUMMARY RECOMMENDATION City staff recommends partnering with the Independence Joint Recreation Commission (IJRC) to:

1. Authorize a proposal with Indigo Design to redesign the 2007 concept plan and prepare cost estimates for the Central Park and North Park Blvd Sports Complex to incorporate soccer fields and supporting infrastructure; and/or
2. Authorize a request for proposals for electrical inspection and an electrical plan for the existing ballfields and future expansion.

BACKGROUND At the August 13, 2020 City Commission meeting the following agenda item was reviewed; *“Discuss a request from the Independence Recreation Commission for assistance and guidance on repairing flood damage to the ballfield electrical system.”* At that meeting the IJRC requested financial assistance for electrical repairs to the ballfields and presented one quote for nearly \$50,000. The Independence Ballfield Complex located at 910 N. Park Blvd was flooded in 2018 damaging the electrical service to the fields. The Ballfield Complex is in the 100-year floodplain and the codes require that electrical service be designed by an engineer and meet FEMA flood standards. Discussion ensued on who is responsible to maintain the electrical system supporting the ballfields. Further discussion evolved into the future planned soccer fields to be located near the ballfields, and who is responsible for the related infrastructure such as electrical, ADA access, parking, etc. and future maintenance.

On August 27, 2020 the City Commission further discussed the issue and it was suggested that an RFP be prepared for an electrical engineer to review the area to ensure the proposed upgrades would meet code and be compatible for future expansion for additional facilities as needed, such as the proposed new soccer fields. The RFP prepared by staff requests an inspection and plan to provide the electrical service for the complex and future expansion. The Commission also asked for research into prior agreements and actions.

The City Attorney located the original joint resolution between the City and the USD creating the Independence Joint Recreation Commission (IJRC) in 1979 “...for the establishment and maintenance of a supervised recreation system...”.

Paragraph 3 of the agreement states:

“The joint recreation commission is authorized and empowered to operate a system of public recreation and playgrounds, to acquire equipment and maintain land, buildings, and other recreational facilities, to employ a Director of Recreation, assistants and other employees, and to vote and expend funds for the operation of such recreation system.”

Other documents relating to the City’s relationship with the IJRC include the following:

1. 1994 - Interlocal agreement for the Ash Youth Center – This agreement is between the City, USD and IJRC relating to the operation, maintenance and improvement of a recreational facility and activity center. The agreement provides that the property shall be jointly owned by the City and USD as long as it is used for recreational purposes. A management team consisting of the Recreation Director, Superintendent and City Manager have responsibility for the general operation, maintenance and improvement, while the Recreation Commission is responsible for the on-site day to day management, operation and maintenance. The expenses relating to management, operation, maintenance and improvement of the facility are split 40% City, 40% USD and 20% IJRC.
2. 2007 - Plans for the Central Park and North Park Blvd Sports Complex that were approved by the IJRC and City Commission as part of the Park and Recreation Master Plan prepared by Indigo Designs. – This plan was prepared in conjunction with the Park Board and IJRC with final approval by the City Commission. At that time, the soccer fields were located on Peter Pan Road and the emphasis for the Central Park and North Park Blvd Sports Complex was to incorporate additional ballfields. After the 2007 flood a supplemental report was prepared that incorporated the flood buyout properties on North Park Blvd and South 10th Street as possibilities for additional ballfields, soccer fields and an arboretum.
3. 2014 – Joint Resolution and Interlocal agreement for the Riverside Beach Aquatic Center:
 - a. The joint resolution outlines the responsibilities of the IJRC and the City. Regarding utilities, the resolution states that IJRC is responsible for the telephone, while the City is responsible for water, sewer and trash removal. The resolution states that electricity shall be split equally between the IJRC and the City, however, payments by the IJRC are subject to the cap on net operating losses established in the interlocal cooperation agreement. Ongoing maintenance and closing procedures are also outlined in the joint resolution.
 - b. The interlocal cooperation agreement is for a term of 50 years. This agreement sets forth responsibilities for the funding and administration of day to day operations. It provides that all receipts from admissions, concessions and other pool operations shall be utilized to fund the pool operating expenses. It assigns the responsibility of all repairs and maintenance to the IJRC. It further indicates that all repairs and maintenance over \$1,000 must be approved by the City. It further indicates at the end of the season IJRC shall prepare a detailed profit and loss

statement for all receipts and expenses related to the operation of the pool, and that IJRC will absorb any net operating loss up to \$10,000. If the net operating loss exceeds \$10,000 the City shall reimburse IJRC the difference between the amount of net operating loss and \$10,000. The agreement establishes a pool committee consisting of City and IJRC representatives. The committee is involved in the budgetary process and capital improvement plan.

4. October 23, 2019 - RCA and Minutes – These documents were in regard to an agenda item for discussion entitled; *“Consider discussing a proposed soccer complex with the Independence Recreation Commission.”*
 - a. RCA -- Staff recommended working with the Park Board and Recreation Commission to update the Central Park and Park Blvd Sports Complex section of the Park and Recreation Master Plan to incorporate the proposed soccer fields, while also taking into consideration needed ADA upgrades. It was further recommended that the final plan be presented to the Commission for approval. The RCA also recommended working with the Recreation Commission to develop an agreement that would delineate the responsibilities of the City and the Recreation Commission as it pertained to properties that are not already covered in an existing agreement.
 - b. Minutes—The minutes indicated the Recreation Commission requested permission to move forward with the soccer field project. The City Attorney suggested preparation of a simple Memorandum of Understanding (MOU). The Mayor noted that the Recreation Commission would have to deal with any ADA issues for the complex. The Commission directed the City Attorney to include the land west of Park Blvd in the memorandum (Central Park).
5. December 12, 2019 Minutes and MOU – A Memorandum of Understanding prepared by the City Attorney was reviewed and presented. Mayor Caflich indicated that the MOU needed to state that the IJRC is responsible for ADA compliance for both existing and future development. The MOU was modified to include this language and was approved by the Commission and subsequently signed by Mayor Ysusi.
6. December 17, 2019 – The City Attorney advised the Acting City Manager that the IJRC would not authorize signing the MOU if it indicates that they are responsible for correcting existing ADA compliance issues.
7. January 23, 2020-Revised Memorandum of Understanding for Park Blvd Facilities – The City Commission approved a revised MOU for the Park Blvd Facilities outlining future responsibilities of both parties. At the request of IJRC paragraph 6 was deleted dealing with maintenance which had stated as follows:
 6. *Maintenance: Beginning on the date of execution of this agreement, IRC shall maintain all the property subject to this agreement, including the undeveloped property as well as the currently utilized property such as the skate park area and baseball and softball facilities, including responsibility for mowing and the like. Some of the properties covered by this agreement were acquired by CITY pursuant to a FEMA Buy-Out Program and as a result thereof have restrictions on use which must be complied with by both CITY and IRC. To the extent that ADA requirements apply to any use or development of the property IRC shall have the responsibility of compliance therewith.*

Although the language regarding mowing was removed from the MOU, Brent Julian verbally committed that IJRC would mow the property.

The revised MOU provides consent for the IJRC to utilize the property for recreational activities. It also provides permission to IJRC to undertake studies, inspections, testing, and formulating plans for development of the property for youth soccer activities. Conversion of the undeveloped property for youth soccer activities was to be performed at the cost of the IJRC unless otherwise agreed to in advance of the City. The memorandum indicates the City will share all pre-existing documents regarding this property. It further provided for two stages, a planning stage and a construction stage. The memorandum provides permission to proceed with the planning stage, but requires additional approval by the City to the overall plan prior to initiation of construction. To date a professionally prepared plan has not been submitted to the City for formal approval.

On August 26, 2020 the Mayor, City Attorney and City staff representatives met with the Director and Board Chair of the IJRC to discuss this issue. Several of the prementioned historical documents were provided to those in attendance. The electrical issue at the ballparks and the proposed soccer complex were discussed. City staff asked if IJRC had considered moving the ballfields to the area of Central Park where it is less likely to flood and locate the soccer fields where the ballfields exist west of Park Blvd as future flooding would create less damage to soccer fields as compared to the ballfields. IJRC was concerned about the cost to relocate the ballfields so they had not considered that option. IJRC also indicated that the City Commission had already given them permission to proceed with the soccer field project. City staff indicated that a formal plan for that project had not been presented. IJRC indicated that they did have a plan that they sketched out in-house that was presented. City staff stated that a professionally designed plan that incorporated ADA access, parking, and other related infrastructure that included an estimated cost of the project, similar to what the Park and Recreation Master Plan included would be preferable for proper planning of the project. It was also discussed that a portion of the funding for the overall project could potentially be incorporated into the proposed special use sales tax. The IJRC indicated that they felt the soccer project and the electrical issues at the ballfields were two separate issues, and their current focus was to solve the electrical issue at the ballfield.

After this meeting City staff visited with the Mayor regarding contacting Doug Pickert with Indigo Design, who completed the current Park and Recreation Master Plan, to obtain a budget number for a scope and fee to update the existing plan for the Central Park and North Park Blvd area to incorporate soccer fields, ADA access and provide cost estimates for the project. City staff believes a revised plan would be useful in determining future amenities prior to spending funds for major electrical upgrades that may need to be modified if a revised plan is not prepared and followed. City staff did contact Indigo Designs and received a proposal for a preliminary concept plan and estimated costs to revise the previous plan for this area. Doug Pickert also recommends a topographical survey of the area be completed. City staff will obtain a price for this service from Cornerstone Surveying. If the proposal from Indigo Designs is approved, City staff suggests that IJRC work with Indigo Design to prepare the plan, with final approval of the preliminary concept plan by the City Commission as referred to in the January 23, 2020 MOU. Taking this approach would move this project along, and also provide an opportunity to identify phases of the project that could potentially be funded from future special use sales tax.

BUDGET IMPACT The 2007 Park and Recreation Master Plan was funded by the City, and other than the playground at Riverside Park it has not been updated. If the City solely funds the

update of the concept plan for the Central Park and North Park Blvd Sports Complex, it will have a budget impact of \$6,840 plus reimbursables up to a maximum of \$400 to be funded from Special Use Sales Tax for City buildings and facilities. This does not include the additional cost for a site boundary and topographical survey; or additional site planning and cost estimating for relocation of ballfields if desired.

The budget impact for the electrical inspection and plan is unknown until proposals are received and it is determined between the IJRC and City Commission how much each party will participate in this cost. It is anticipated the City's share will be funded from Special Use Sales Tax for City buildings and facilities.

SUGGESTED MOTIONS

I move to accept a proposal from Indigo Design to work with City representatives and IJRC to redesign and prepare cost estimates for the Central Park and North Park Blvd Sports Complex to incorporate soccer fields and supporting infrastructure.

If the Commission approves contracting with Indigo Designs to update the preliminary concept plan for this area, they may wish to consider holding off on RFP's for the electrical engineering services until the preliminary concept plan is completed and approved. If the Commission does not wish to take this approach, then the following motion would be appropriate to proceed with the RFP's for electrical engineering services:

I move to authorize Requests for Proposals for electrical engineering services on behalf of the Independence Recreation Commission for an electrical service inspection and plan for the North Park Sports Complex and future expansion.

SUPPORTING DOCUMENTS

1. 1979 - Creation of the IJRC
2. 1994 - Interlocal agreement for the Ash Youth Center
3. 2007 - Plans and Cost Estimate for the Central Park Sports Complex that were approved by the Recreation Commission and City Commission as part of the Park and Recreation Master Plan prepared by Indigo Designs.
4. 2014 - Joint Resolution and Interlocal Agreement for the Aquatic Center
5. October 23, 2019 - RCA and Minutes
6. December 12, 2019 - Minutes and Memorandum of Understanding for Park Blvd Facilities
7. January 23, 2020 – Minutes and Revised Memorandum of Understanding for Park Blvd Facilities
8. Proposal from Indigo Designs to update the Central Park and North Park Blvd Sports Complex concept and cost estimate to incorporate soccer fields and supporting infrastructure
9. RFP for electrical engineering services for inspection of the current electrical system and future expansion opportunities at the Central Park and North Park Blvd Sports Complex

JOINT RESOLUTION NO. _____

A JOINT RESOLUTION OF THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, AND OF THE BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 446, MONTGOMERY COUNTY, KANSAS, JOINTLY PROVIDING FOR THE ESTABLISHMENT AND MAINTENANCE OF A SUPERVISED RECREATION SYSTEM PURSUANT TO ARTICLE 19, CHAPTER 12, K.S.A., AS AMENDED, ESTABLISHING A JOINT RECREATION COMMISSION AND PROVIDING FOR MEMBERSHIP THEREON, SPECIFYING THE POWERS, DUTIES, AND AUTHORITY OF SUCH JOINT RECREATION COMMISSION, AND PROVIDING FOR AN OPERATING BUDGET FOR SUCH COMMISSION INCLUDING THE FUNDING THEREOF AND EXPENDITURES THEREFROM.

WHEREAS, on February 23, 1979, a petition was filed with the Clerk of the City of Independence, Kansas, requesting the Governing Bodies of the City of Independence, Kansas, (hereinafter called "City"), and Unified School District No. 446, County of Montgomery, Kansas, (hereinafter called "School District"), to jointly establish and maintain a supervised recreation system and to levy an annual tax therefor of one mill and further requesting that such proposition be submitted to the voters of the School District all in accordance with K.S.A. Chapter 12, Article 19, as amended; and

WHEREAS, after notice given as required by law, the Governing Bodies of the City and School District, in joint session assembled on March 1, 1979, found such petition to be legally sufficient and to contain the required number of signatures of qualified voters and, thereupon, on such date, duly passed and adopted a joint resolution providing, among other things, that such proposition for the establishment and maintenance of a joint recreation commission be submitted to the qualified electors of the School District by question submitted election at the regular general election on April 3, 1979, with such election to be held and conducted by the County Election Officer of Montgomery County, Kansas; and

WHEREAS, such question submitted election was thereafter advertised and held and conducted by said County Election Officer on April 3, 1979, as required by law; and

WHEREAS, the results of such question submitted election were duly canvassed and the County Election Officer, thereafter, issued a certificate, delivered to the City and the School District, certifying the result of such election and that such proposition had been approved, passed and adopted by a majority of the electors voting thereon, with the vote on such proposition being 1193 "Yes" votes and 566 "No" votes; and,

WHEREAS, all conditions legally precedent to the passage and adoption of this joint resolution have been fully met and complied with and, under the law, this resolution should be now adopted:

NOW THEREFORE, BE IT JOINTLY RESOLVED BY THE CITY AND THE SCHOOL DISTRICT:

1. A supervised recreation system is hereby jointly created, provided and established in and for the citizens of Unified School District No. 446 (said School District being the larger of the two units of government involved), and the public generally, and such supervised recreation system shall be operated, maintained, and conducted by the joint recreation commission herein established in accordance with the powers and authority granted such joint recreation commission in this resolution and in Article 19, Chapter 12, K.S.A. and all amendments thereto.

2. A joint recreation commission is hereby created and established to operate such supervised recreation system, and such commission is named and shall be known as INDEPENDENCE JOINT

RECREATION COMMISSION. Such recreation commission shall be vested with the powers, duties and obligation necessary for the conduct of the supervised recreation system herein established.

3. The joint recreation commission is authorized and empowered to operate a system of public recreation and playgrounds, to acquire equipment and maintain land, buildings, and other recreational facilities, to employ a Director of Recreation, assistants and other employees, and to vote and expend funds for the operation of such recreation system.

4. The joint recreation commission is authorized to conduct the activities of the recreation system on any property under its custody and management or, with proper consent, on any other public property and upon private property with the consent of the owners thereof and said commission may accept gifts and grants from any source whatsoever.
5. Said joint recreation commission shall consist of five (5) members, two of which shall be electors of the School District who shall be appointed by the Board of Education of the School District, two of which shall be electors of the City who shall be appointed by the Governing Body of the City and the four persons so selected and appointed shall select and appoint a fifth member of the recreation commission and all of such persons shall constitute the recreation commission. Of the members of said commission first selected by the School District, one shall serve for a term of one year and one for a term of four years; one of those first selected by the Governing Body of the City shall serve for a term of two years and one for a term of three years and the fifth member of the commission, selected as above, shall serve for a term of four years. Thereafter, the members of the commission shall be selected in the same manner as the member he is succeeding and the term of office of each shall be four years. Whenever a vacancy shall occur in the membership of the commission an elector shall be selected to fill such vacancy in the same manner as and for the unexpired term of the member he is succeeding. All members of the commission shall serve without pay.
6. The joint recreation commission shall elect, from its membership, a chairman, vice-chairman, and a secretary and such officers shall each serve for a term of one year and until their successors are elected from the commission membership. The treasurer of the Unified School District No. 446 shall be ex-officio treasurer of the recreation commission.
7. Members of the joint recreation commission shall meet at least once a month at such time and place as the commission may fix

by resolution. The recreation commission may adopt such by-laws for the conduct of the commission's business and affairs as shall be determined to be necessary and required, provided; that none of such by-laws shall be inconsistent with the law or the provisions contained in this resolution. Special meetings of the commission may be called at any time by the chairman or, in his absence, the vice-chairman. A majority of the commission shall constitute a quorum for the transaction of business. The commission shall cause a proper written record to be kept of its proceedings.

8. The commission is hereby empowered to administer in all respects the business and affairs of the joint recreation system and such power and authority herein granted shall be considered plenary and general in all respects and the same is not limited herein through enumeration of such powers.

9. The joint recreation commission shall annually, and not later than twenty days prior to the date for the publishing of the budget of the School District, certify the recreation commission budget to the School District and the School District shall levy a tax sufficient to raise the amount required by such budget, but in no event more than one mill, provided; that such levy shall not be deemed or considered a levy of the School District in determining the aggregate levy of the School District under any of the statutes of Kansas.

10. The amount received from the tax herein provided shall be set over to the joint recreation commission and shall be used by said commission for the purposes set forth in this resolution and in the applicable state law. Such tax funds shall be held by the ex-officio treasurer of the recreation commission and disbursements made by the recreation commission therefrom shall be only upon written claims duly presented and allowed with payment thereon by warrant check signed by the chairman or vice-chairman and the treasurer and attested by the secretary, all in the manner prescribed in K.S.A. Supp. 12-105a and 105b. All financial records of the joint recreation commission shall be audited as provided in K.S.A. Supp. 75-1122, and a copy of such annual audit report shall be filed with the Governing Bodies of the City and School District.

2200 City of Independence

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of June, 1994, by and between the City of Independence, Kansas, a municipal corporation (City), Unified School District No. 446, a municipal corporation (District) and Independence-USD 446 Recreation Commission (Commission).

RECITALS:

1. The City, District and Commission desire to provide, pursuant to the Interlocal Cooperation Act of Kansas, K.S.A. 12-2901, et seq., for the operation, maintenance and improvement of a year-around recreational facility and activity center (Facility).

2. The cost of the design, construction and equipping of the facility will be paid by the Glen O. Ash Trust.

3. Said facility will be located upon real property now owned by the District and described as follows:

The E/2 of the NW/4 of the NE/4 of the NW/4 of Section 35, Township 32, Range 15, except beginning at the Northeast corner of said E/2 of NW/4 of NE/4 of NW/4, thence West 130 feet, thence South 300 feet, thence East 130 feet, thence North 300 feet to the place of beginning, and except that part taken for highway, Montgomery County, Kansas

4. The City, District and Commission derive their authority to contract pursuant to Kansas Statutory law.

5. The City, District and Commission derive their authority to perform the type of activity called for in this agreement from Kansas Statutory law.

Original Compared With Record

1

STATE OF KANSAS }
MONTGOMERY COUNTY, } SS Fee 22.00

This instrument was filed for record on the 23 day of Sept. A.D. 1994 at

9:00 o'clock A.M. and duly recorded in book 419 on page 488

Jeanne Burton Register
Jeanne Burton

NOW, THEREFORE, the City, Commission and District, in consideration of the mutual covenants herein contained agree as follows:

Sec. 1. Ownership of Real Property. The District shall convey to the City an undivided one-half interest in the real property upon which the Facility is to be built. The deed of conveyance shall provide that all of the interest conveyed by the District shall revert to the District should the said real property cease to be used for recreational purposes.

Sec. 2. Management of the Facility.

A. Management Team

A management team composed of the Director of the Commission, or his designee, the Superintendent of the District, or his designee, and the City Manager of the City, or his designee, shall, upon the completion of construction of the Facility, assume responsibility for the general operation, maintenance and improvement of the Facility. The management team shall meet at least annually, at such times and places as the management team shall determine. All members of the management team must be present to constitute a quorum for the transaction of business at any meeting. Action of the management team must be authorized by the affirmative vote of at least two of its three members.

B. Commission

The Commission shall be responsible for the on-site, day to day management, operation and maintenance of the Facility. The duties of the Commission shall include:

- i. Providing personnel to manage, operate and maintain the facility,
- ii. Establishing regulations for the use of the facility,
- iii. Scheduling the use of the facility by the District, City, Commission and other parties,
- iv. Properly maintaining the Facility, including the swimming pool in a safe and sanitary condition, as may be required by the Kansas

Department of Health, the Montgomery County Health Department and any other agency having health or sanitary control over such functions, so that the same may be available for use according to this agreement.

- v. Maintaining such records as required by the management team or regulatory agencies, including records of income, expenditures and maintenance performed.
- vi. Providing routine maintenance of the facility and providing all necessary equipment, materials and supplies necessary to accomplish the same.

Sec. 3. Scheduling and Use of the Facility.

A. Scheduling

The Commission shall schedule the use of the Facility by the parties to this agreement and by other parties.

Beginning on the first official day of School of each year until the last official day of school, the District will have first priority for use of the swimming pool on Monday through Friday from 8:00 a.m. to 3:00 p.m. The first and last days of school will be determined by reference to the official school calendar adopted by the District.

Special consideration shall also be given to accommodate the scheduling of District swimming events.

B. Supervision

The Facility shall be used only with adequate supervision of the premises, including enforcement of reasonable rules and regulations of conduct, care of property, providing of lifeguards when using the swimming pool, and providing a sufficient number of employees for the safe and sanitary use of the facility.

When the District or City is using the facility, the party using the Facility will provide adequate supervision. At all other times of use, the Commission will provide adequate supervision.

C. Liability

Each party shall assume all liability for and save the other parties harmless from any and all claims under the Worker's Compensation Act and from any and all other claims arising out of said party's use, operation or occupancy of the facility.

D. User fees

The management team will determine the amount of the user fees to be charged to any persons or organizations for the use of the facility. All user fees charged and collected shall be delivered over to the Commission to be applied against the expenses of managing, operating, maintaining and improving the Facility.

Sec. 4. Financing. On or before the 1st day of March of each year, the management team shall prepare a budget for the operation, maintenance and improvement of the Facility for the next fiscal year. The fiscal year shall end on the 30th day of June. The budget shall include all income and expenses related to the management, use, operation, maintenance, and improvement of the facility, including but not limited to the following:

a. Expenses:

- Personnel
- Utilities
- Supplies and equipment
- Insurance
- Repairs and maintenance
- Capital improvements

b. Income:

- User fees
- Gifts or donations
- Contributions from the parties to this agreement

The proposed budget shall be submitted to the parties for their approval. The parties shall promptly notify the management team of any requested

changes to the proposed budget. The management team shall submit revised budgets to the parties until the proposed budget is approved by all the parties.

Subject to the limitations of the Cash Basis Law, the parties each state that it is their present intent to, throughout the term of this agreement, contribute the funds necessary, for the management, operation, maintenance and improvement of the Facility, as budgeted in each approved budget, in the following proportions:

<u>Party</u>	<u>Percentage of Total Contributions from the Parties</u>
City	40%
District	40%
Commission	20%

The respective contributions of the parties shall be paid to the Commission which shall use the funds for the use, operation, maintenance and improvement of the Facility, according to the budget approved by the parties and subject to the general supervision of the management team. Payments to the Commission by the District and the City shall be on a semi-annual and shall correspond in time to the semi-annual payment of the ad valorem taxes to the District and the City.

Sec. 5. Concessions. The Commission shall have the exclusive right to the sale of concessions at the facility. Concessions shall include all food or drinks offered for sale at the facility, including those offered for sale in vending machines.

Sec. 6. Non-Discrimination. No party, nor any person or organization using the Facility under the authority of any party, shall discriminate, in the use of the Facility, against any person on the basis of race, color, creed, sex, religion or physical handicap.

Sec. 7. Personal Property. All personal property acquired pursuant to this agreement for use in the management, operation, maintenance and improvement of the Facility shall be used under the authority of the management team, and upon the termination of this agreement, will remain with

the facility to be used by any subsequent operator or manager of the facility.

Sec. 8. Insurance. The Commission shall specifically list the facility on the Commission's blanket liability insurance policy, and shall have the City and the District designated as "additional insured" for all risks associated with the facility. The Commission shall have the insurer identify the liability insurance cost attributed to the facility, and said cost will be included as an expense item in the budget prepared pursuant to Sec. 4 of this agreement.

The City and the District shall provide for such fire and extended coverage insurance as they shall determine to be necessary or required by law. The cost of this insurance will be included as an expense item in the budget prepared pursuant to Section 4 of this agreement.

Sec. 9. Miscellaneous. The District will, at the District's expense, maintain the grounds around the facility. The City will, at the City's expense, furnish water, sewer and trash pick up the facility.

Sec. 10. Term. This agreement shall have an initial term of one year. The agreement shall automatically renew for an additional term of one year, and upon the end of said second one year terms, the agreement shall automatically renew for successive terms of five years each unless, at least six months prior to the end of the initial term or any subsequent term, a party shall give written notice to the other parties that it does not desire to renew the agreement. Upon termination of this agreement, whether as the result of non-renewal or otherwise, the following action shall be taken with regard to the real property on which the Facility is located, said real property being described above:

a. If the termination is at the request of or is the result of an action by the City, then the City shall convey to the District all of its right, title and interest in the real property.

b. If the termination is at the request of or is the result of an action by the District, then the District shall convey all of its right, title and interest in the real property to the City, subject to a provision that the ownership of the real property shall revert to the District should the real property cease to be used for recreational purposes.

c. If the termination is at the request of or is the result of an action by

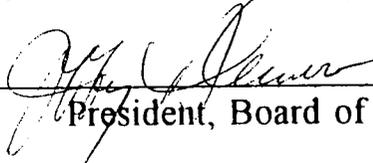
the Commission, then the ownership of the real property shall remain unchanged.

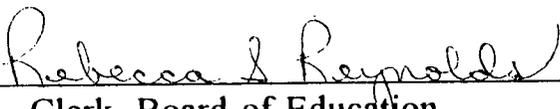
Sec. 11. Approval of Attorney General. This agreement shall not be effective until it is determined by the Attorney General of the State of Kansas that the agreement is in proper form and compatible with the laws of the State of Kansas and until executed copies of the agreement are filed for record with the Register of Deed of Montgomery County, Kansas, and with the Secretary of State of Kansas.

Sec. 12. Condition Precedent. The construction of the Facility on the real property above described from funds provided by the Glen O. Ash Trust shall be a condition precedent to the entry of this agreement into force.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

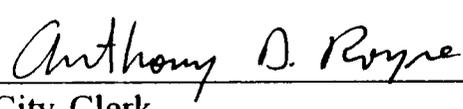
**UNIFIED SCHOOL DISTRICT NO. 446
MONTGOMERY COUNTY, KANSAS**

By 
President, Board of Education

Attest:

Clerk, Board of Education

**THE CITY OF INDEPENDENCE,
KANSAS**

By 
Mayor

Attest:

City Clerk



**INDEPENDENCE-USD 446 RECREATION
COMMISSION**

By 
Chairperson

Attest:

Secretary

\\CITY\COOP.AGR



STATE OF KANSAS

OFFICE OF THE ATTORNEY GENERAL

2ND FLOOR, KANSAS JUDICIAL CENTER, TOPEKA 66612-1597

ROBERT T. STEPHAN
ATTORNEY GENERAL

September 21, 1994

MAIN PHONE: (913) 296-2215
CONSUMER PROTECTION: 296-3751
TELECOPIER: 296-6296

City of Independence
Anthony Royse
120 N. 6th
Independence, KS 67301

Re: Interlocal Agreement between the city of Independence,
USD 446 and Independence-USD 446 Recreation Commission -
Operation and Maintenance of Recreational Facility.

Dear Mr. Royse:

We have reviewed the above-referenced agreement and find that
it complies with the requirements of the Interlocal Agreement
Act and with the laws of the state of Kansas.

The Attorney General's signature below signifies his approval.

Very truly yours,

OFFICE OF THE ATTORNEY GENERAL
ROBERT T. STEPHAN

Robert T. Stephan
Attorney General

RTS:MF:mf

11. This resolution shall take effect and be in force from and after its passage and adoption and its publication for one week in the Independence Daily Reporter.

PASSED AND ADOPTED by the Governing Bodies of the City and School District, both individually and collectively, on the 11th (U.S.D. 4) day of June, 1979.

UNIFIED SCHOOL DISTRICT NO. 446
COUNTY OF MONTGOMERY, KANSAS.
THE BOARD OF EDUCATION OF SUCH
SCHOOL DISTRICT

BY [Signature]
President

ATTEST:

[Signature: Beverly Hudson]
Clerk

CITY OF INDEPENDENCE, KANSAS

BY _____
Mayor

ATTEST:

City Clerk



N
 ↑
 INDIGO DESIGN, INC

INDEPENDENCE 2007
 PARKS AND RECREATION MASTER PLAN
**CENTRAL PARK & PARK BLVD
 SPORTS COMPLEX CONCEPT**
 September 4, 2007

Independence 2007 Park & Recreation Master Plan		
Opinion of Probable Project Costs		
12/31/2007		
Indigo Design, Inc.		
CENTRAL PARK AND PARK BOULEVARD SPORTS COMPLEX		
ITEM	TOTALS	
DEMO EXISTING PARKING		\$8,000
GRAVEL REMOVAL AND ON-SITE DISPOSAL		
NEW PARKING STALLS		\$586,953
EARTHWORK		
TYPE B (MR-90) COMPACTION)		
2" BM-2 ASPHALT SURFACE		
4" BM-2B ASPHALT BASE		
6" AB-3 SUBBASE		
CURB & GUTTER (ALONG FRONT AND ENDS)		
PAVEMENT MARKING FOR STALLS		
FINISH GRADING		
TRAFFIC CALMING MEDIAN ON PARK BOULEVARD		\$100,000
MASS GRADING FOR (3) NEW BALL FIELDS		\$50,000
NEW T-BALL FIELDS - 100'-125' WITH LIGHTS		\$300,000
NEW SOFTBALL FIELD - 250' WITH LIGHTS		\$275,000
GRADING FOR BLAST BALL FIELDS/CENTRAL OPEN AREA AND SLEDDING HILL		\$37,500
<i>IRRIGATION SYSTEM FOR ALL FIELDS- NOT INCLUDED</i>		\$0
NEW SCOREBOARDS		\$36,000
NEW RESTROOM AND SHELTER FOR T-BALL/BLASTBALL AREA		\$150,000
PLAY GROUND		\$75,100
CLIMBING STRUCTURE AND SLIDES, WITH WOOD SURFACING		
BOUNCERS		
SAND PLAY AREA		
NEW PARK SIGN @ ENTRIES		\$10,000
COMPLETE FINAL PHASES OF SKATE PARK PLAN		\$70,000
NEW WALKING PATH		\$235,690
CLEAR AND GRUB		
6" OF TOPSOIL STOCKPILE, RE-SPREAD		
EARTHWORK		
FINISH GRADING		
HDPE STORM DRAINAGE PIPE (12")		
HDPE STORM DRAINAGE AREA INLETS		
HDPE STORM DRAINAGE PIPE END SECTIONS		
8' WIDE CONCRETE TRAIL (4' DEPTH ON 4" COMPACTED AB-3 BASE)		
TEMPORARY EROSION CONTROL BLANKET (Covered under field figures)		
SEEDING		
OTHER SITE IMPROVEMENTS		\$14,500
BENCHES		
TRASH RECEPTACLES		
NEW BASKET BALL COURT (75X45)		\$31,125
CONCRETE PAVEMENT		
GOALS AND STRIPING		
NEW BATTING CAGES		\$50,000
NEW DISC GOLF COURSE (9-HOLE)		\$12,000
LANDSCAPING		\$28,100
SHADE TREES		
ORNAMENTAL TREES		
EVERGREEN TREES		
SHRUBS		
GRASSES/PERENNIALS		
FESCUE MIX SEEDING		
SUB-TOTAL PROBABLE PROJECT COST		\$2,069,968
		(Continued on next page)
CENTRAL PARK AND PARK BOULEVARD SPORTS COMPLEX (continued)		

OTHER COSTS		
	SURVEY, DESIGN, AND CONSTRUCTION ADMINISTRATION FEES	\$248,396
	PERMIT FEES	\$31,050
	MOBILIZATION	\$82,799
	CONSTRUCTION STAKING	\$51,749
	TESTING	\$20,700
	CONTINGENCY (20%)	\$413,994
TOTAL PROBABLE PROJECT COST		\$2,918,654

RESOLUTION NO. 2014-71

A Joint Resolution Between the City of Independence, Kansas and the Independence Joint Recreation Commission

Be it resolved by the Governing Body of the City of Independence, Kansas and the Independence Joint Recreation Commission:

Section 1. Purpose

This Resolution is intended to clarify and provide additional details concerning the Interlocal Cooperation Agreement entered into between the City of Independence, Kansas (hereafter City) and Independence Joint Recreation Commission (hereafter IJRC) as it pertains to the Riverside Beach Family Aquatic Center (hereafter Pool).

Section 2. Hours of Operation

IJRC shall endeavor to maintain the following hours of operation during the swimming season which is defined as extending from Memorial Day weekend through Labor Day weekend, subject to availability of personnel, provided however, IJRC will make its best efforts to keep the Pool open at least on weekends through the Labor Day weekend:

Sundays, Mondays and Tuesdays	-	1:00 p.m. - 6:00 p.m.
Wednesdays	-	1:00 p.m. - 5:00 p.m.
Thursdays, Fridays and Saturdays	-	1:00 p.m. - 7:00 p.m.

Section 3. Pool Manager

IJRC shall designate a Pool Manager who shall be responsible for the day to day management and operation of the Pool. The name and telephone number of the Pool Manager shall be provided in writing to the City each year. The Pool Manager shall be reasonably available to meet with representatives of the City during normal working hours.

Section 4. Personnel

IJRC shall be responsible for all personnel decisions regarding employees working at the Pool. All personnel are to be employees of IJRC, not of the City. In the event an employee is terminated, IJRC shall confidentially inform the City of such termination and the reason therefore, if any. Ideal staffing levels are as indicated below but may vary based upon usage and weather:

One Pool Manager

15 Lifeguards

7 Safety Guards

2 Concession Workers

2 Cashiers

The following shall apply to all personnel:

- a. All personnel are subject to a background check and drug screening.
- b. All personnel shall be paid the established federal minimum wage.
- c. The City shall have the right to reasonably request replacement of any employee whose conduct, character or performance is deemed not to be in the best interests of the City.
- d. Residents of the City of Independence shall be given priority over nonresidents for employment at the Pool.
- e. All on-duty personnel must be uniformly identified at all times. Female lifeguards and safety guards are to wear a one-piece bathing suit.
- f. All lifeguards will hold the minimum qualification of advanced lifeguard certification and be at least 15 years of age.
- g. All personnel shall be properly trained, including customer service training. IJRC shall provide personnel for special programming events

outside public swim sessions.

Section 5. Programming

IJRC may establish programming opportunities and set all fees and charges associated therewith.

Section 6. Utilities

IJRC shall be responsible for payment of the monthly telephone service. The City shall be responsible for providing or payment of water, sewer and trash removal utilities. The City and IJRC shall equally split the cost of electricity. Payments by IJRC are subject to the cap on net operating loss established in the Interlocal Cooperation Agreement entered into between the parties.

Section 7. Security

IJRC shall be responsible for security of the Pool. IJRC shall provide the City with five sets of keys for all locks accessing the Pool, bath house and equipment areas.

Section 8. Licenses and Permits

The City, with IJRC's cooperation, shall be responsible for obtaining and paying any costs associated with all necessary permits and licenses required to operate the Pool.

Section 9. Concession Operations

The hours of food and beverage services shall be adequate to serve the general public. The sale of alcoholic beverages is not permitted. IJRC may, with prior written consent of the City, subcontract the concession operation. The City will not unreasonably withhold such approval. In the event the concession operation is subcontracted, IJRC shall make its best efforts to solicit minority businesses.

Section 10. Financial Matters

- a. At the end of each day of operation of the Pool, IJRC will count all funds received, fill out admissions and/or concessions report forms, attach appropriate cash register receipts, then deduct start-up funds for the next business day consisting of \$150.00 for admissions and \$100.00 for concessions, and then fill out a deposit slip for deposit in the bank. All funds shall be locked in a safe overnight and deposited in the bank on the morning of the next business day.
- b. IJRC shall maintain computerized records of all deposits on a daily basis.
- c. IJRC shall provide the City with all attendance and enrollment records upon request.
- d. IJRC shall establish a system of internal controls for accounting purposes.
- e. All books, records, receipts, deposits and expenditures made by IJRC in its operation of the Pool shall be subject to inspection by the City upon request.

Section 11. Additional Reports by IJRC

- a. Within 45 days after the end of each operating year, IJRC shall provide the City a statement of profits and losses, and gross revenues, detailing the results of its operation of the Pool in sufficient detail to reflect all gross revenues and expenses related to the Pool.
- b. Upon request, IJRC shall provide the City with all programming attendance, enrollment records and any additional information to reflect all additional programming costs on a monthly basis.

Section 12. Customer Relations

IJRC shall be responsible for handling all customer complaints associated with the Pool. If the Pool Manager is unable to resolve a customer complaint, the complaint will be forwarded to the Board of Directors of IJRC for resolution. Customer survey forms shall be readily available and visible to all customers of the Pool in order that they may present their comments or complaints regarding operation of the Pool. Copies of all such completed forms

shall be made available to the City upon request.

Section 13. Ongoing Maintenance

IJRC shall perform the following ongoing maintenance responsibilities:

- a. Set up, take down and storage of all movable equipment, including tables, chairs, lounges, etc.
- b. The reporting of all operating deficiencies to the City.
- c. The handling and checking out of all facility keys to personnel of the Pool.
- d. Completion and documentation of required safety checks on a daily basis to include all slides, play structures, the lazy river, and other features.
- e. Check and test all safety equipment.
- f. Complete all required tests and records thereof as may be required by City or State ordinance, law, or regulation.
- g. Furnish and supply all necessary first aid supplies to include supplies for a minimum of 125 people in consultation with the City's EMS Department.
- h. Maintain and operate the filter equipment in accordance with health department requirements.
- i. Vacuum the pools prior to regular operating hours as needed, plus entirely vacuum the pool a minimum of one time per week.
- j. Backwash the filter system as required.
- k. Clean all hair and lint strainers on all pumps and associated filters as needed.
- l. Maintain a log of all maintenance issues which shall be shared with the City upon request. Clearly document any safety event and include all specifics, location, and names of parties involved.

Section 14. Close of Swimming Season

At the close of the swimming season, IJRC shall winterize the close the Pool, take all

necessary steps to secure and store the equipment including, but not limited to, the following:

- a. Drain all drinking fountains.
- b. Inspect all pumps and motors and notify the City of any malfunctioning equipment.
- c. Store all moveable equipment out of the elements.
- d. Drain and store all hoses.
- e. Drain the filtration system.
- f. Remove and store all plugs from the plumbing.
- g. Backwash all filters and inspect for any defects.
- h. Drain and re-lubricate all chemical feeders.
- i. Leave all valves at appropriate settings for off-season purposes.
- j. Inspect all pool machinery, equipment, plumbing and electrical systems and list any parts or problems in need of attention prior to the next swimming season.
- k. Thoroughly clean the bath house areas, restrooms, lifeguard room, lifeguard dressing room, manager's office, breezeway, deck area and storage areas.
- l. Drain all bath house and restroom plumbing fixtures and winterize as necessary.
- m. Drain all plumbing and remove any debris located therein.
- n. Drain all pools.
- o. Remove all hair and debris from all hair and lint traps.

After completing all the above, the Pool shall be subject to an inspection performed by IJRC, the City, or their designee. At the City's request, IJRC shall provide specifications for any needed repairs or replacements needed before the next swimming season.

Section 15. Amendment

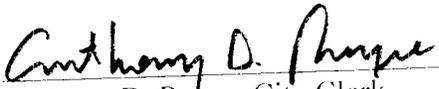
This Resolution may be amended by written document signed by both parties, subject to approval of the Governing Body of the City and the Board of Directors of IJRC.

This Resolution was adopted by the Governing Body of the City of Independence on the
23rd day of July, 2014.



Fred D. Meier, Mayor

ATTEST:



Anthony D. Royse, City Clerk



This Resolution was adopted by the Independence Joint Recreation Commission on the
20 day of August, 2014.



Brent Julian
Executive Director

INTERLOCAL COOPERATION AGREEMENT
CONCERNING RIVERSIDE BEACH FAMILY AQUATIC CENTER

THIS AGREEMENT is entered into by and between the City of Independence, Kansas, a municipal corporation (hereafter City), and the Independence Joint Recreation Commission (hereafter IJRC).

WHEREAS, the City owns the following described real estate upon which is located the Riverside Beach Family Aquatic Center (hereafter Pool), to-wit:

✓
All or part of Block 17, Parkhurst's Grand Elevation Addition, City of Independence, Kansas (commonly referred to as the Northeast Corner of 5th and Oak Streets, Independence, Kansas)

AND WHEREAS, the City desires to delegate operation of the Pool to IJRC.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree to the following:

1. Duration and Effective Date: This agreement shall be for a term of 50 years and shall become effective on the date of its approval by the Kansas Attorney General's office pursuant to KSA 12-2904 and its subsequent recording with the Montgomery County Register of Deeds pursuant to KSA 12-2905.
2. Termination: This agreement may be terminated at any time by the mutual written consent of both parties. Additionally, either party may terminate this agreement by giving the other party written notice before January 1 of any year during the term of this agreement. If notice of termination is not provided prior to January 1 of any given year, then the agreement may not be terminated during that year until after



the swimming season has concluded. For purposes of this agreement, the swimming season is defined as beginning on Memorial Day weekend and extending through Labor Day weekend.

3. Purpose: The purpose of this agreement is to provide for operation of the Pool for the benefit of the community and, in that regard, setting forth responsibilities for its funding and administration of day to day operations.

4. Administration: No separate legal or administrative entity is created to administer this agreement. IJRC shall be responsible for the management and operation of the Pool consistent with the terms of this agreement.

5. Amendment: This agreement may be amended in writing by mutual agreement of the parties.

6. Disposition of Property Upon Termination: The Pool and the real estate upon which it is located are owned by the City and upon termination of this agreement, ownership of such property shall remain with the City. With regard to all personal property and equipment acquired with operational funds by IJRC, such personal property and equipment shall become the property of the City upon termination of this agreement.

7. Funding: All receipts from admissions, concessions, and other Pool operations shall be received and retained by IJRC to be used to fund the Pool operating expenses. All repairs and maintenance to the Pool or its equipment are the responsibility of IJRC. All repairs and maintenance to the Pool or equipment involving

sums of \$1,000.00 or less may be performed by IJRC without consultation with the City. All repairs and maintenance to the Pool or equipment involving sums in excess of \$1,000.00 shall require prior written approval from the City. At the conclusion of the swimming season, IJRC shall prepare a detailed profit and loss statement for all receipts and expenses related to the operation of the Pool and provide the City a copy of the same. IJRC agrees to absorb any net operating loss up to \$10,000.00. If there is a net operating loss of more than \$10,000.00, the City shall reimburse IJRC the difference between the amount of the net operating loss and \$10,000.00.

8. Pool Committee: There is hereby established a Pool Committee consisting of the following persons: Director of IJRC, IJRC's Pool Manager, IJRC Board Member, City Manager, Assistant City Manager, City's Director of Utilities, and City's Chief Water Plant Operator.

9. Budgetary Process: On or before July 1 of each year, the Pool Committee shall present to the Governing Body of the City a proposed budget for the next operating year including expenditures for the following:

Operation and maintenance expenses

Repairs, replacements and alterations which do not constitute capital improvements

Expenses related to advertising, sales and business promotion

Expenses relating to furnishings, equipment and operating inventory

The budget shall require approval of the Governing Body of the City, which approval shall not be unreasonably withheld or delayed. In the event of a dispute

regarding the budget, the operating budget for the previous year shall control.

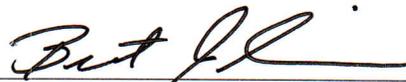
10. Additional Duties of Pool Committee: Prior to May 1 of each year, the Pool Committee shall meet and discuss a Capital Improvement Plan to be included in the budget for the next operating year which shall set forth specific recommendations for capital improvement projects, their estimated cost, and the priority of such projects.

11. Details of Day to Day Management: The day to day management of the Pool shall be performed by IJRC which shall include all personnel decisions, repairs and maintenance, rules and regulations, hours of operation, and such other matters routinely related to the operation of a swimming pool. The parties may enter into one or more joint resolutions regarding any particular matter having to do with day to day operation and administration of the Pool in the event further clarification is necessary or desired.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as hereinafter set forth.

INDEPENDENCE JOINT
RECREATION COMMISSION

By: _____



Brent Julian
Executive Director

State of Kansas, Montgomery County
This instrument was filed for
Record on October 17, 2014 02:29:00 PM
Recorded in Book 633 Page 1168-1173
Fee: \$28.00 201403944



Marilyn Calhoun
Marilyn Calhoun, Register of Deeds

CITY OF INDEPENDENCE, KANSAS

By: Fred D. Meier
Fred D. Meier
Mayor

ATTEST:

Anthony D. Royse
Anthony D. Royse
City Clerk

APPROVAL OF KANSAS ATTORNEY GENERAL

The above and foregoing Interlocal Cooperation Agreement has been reviewed and approved by the Office of the Kansas Attorney General.

October 14, 2014
Date

Cheryl J. Whelan
Name: Derek Schmidt
Title: Kansas Attorney General
by Cheryl J. Whelan
Assistant Attorney General

ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

BE IT REMEMBERED that this 20th day of August, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brent Julian, Executive Director of Joint Independence Recreation Commission, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

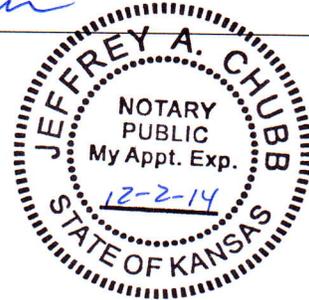
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the

day and year last above written.



Notary Public

My commission expires: 12-2-14



STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

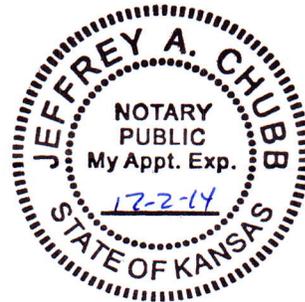
BE IT REMEMBERED that this 23rd day of July, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Fred D. Meyer, Mayor of the City of Independence, and Tony D. Royse, City Clerk, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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



Notary Public

My commission expires: 12-2-14





DISCUSSION ITEM
CITY OF INDEPENDENCE
October 23, 2019

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider discussing a proposed soccer complex with the Independence Recreation Commission.

BACKGROUND City staff received a request from the Recreation Commission to discuss a new proposed soccer complex in the area of Central Park on North Penn Avenue and the ballfields on North Park Blvd.

In approximately 2006-2007 the Park Board and Recreation Commission worked together to update the Park Master Plan which included this area. The final Park Plan was presented to the City Commission.

Since the proposal does not match the existing park plan, staff would like direction to prepare RFP's to update the section of the Park Master Plan relating to this area. Once a consultant was selected, they would work with the Park Board and Recreation Commission to modify the plan for this area to include the proposed soccer fields, while also taking into consideration needed ADA upgrades. The final plan would be submitted to the City Commission for final approval.

Staff would also like direction to work with the Recreation Commission to develop an agreement that would delineate the responsibilities of the City and the Recreation Commission as it pertains to properties that are not already covered in an existing agreement.

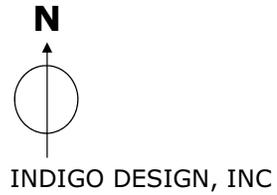
SUPPORTING DOCUMENTS

1. Request.
2. 2007 Central Park and Park Blvd Sports Complex Plan.
3. 2007 Flood Study Supplemental Report to the 2007 Park and Rec Master Plan.

From: [brent.julian](#)
To: [Kelly Passauer](#)
Subject: Request to be on your agenda
Date: Wednesday, October 02, 2019 11:26:37 AM

Kelly,
IRC is wanting to request to be on your agenda for the Wednesday, October 23rd commission meeting. We are wanting to come discuss the new soccer complex again please.

Brent Julian
Director of Recreation
Independence Recreation



INDEPENDENCE 2007
 PARKS AND RECREATION MASTER PLAN
**CENTRAL PARK & PARK BLVD
 SPORTS COMPLEX CONCEPT**
 September 4, 2007

**Independence, Kansas
Parks and Recreation Master Plan
2007**

**SUPPLEMENTAL REPORT
REGARDING POTENTIAL USE OF
1% FLOOD ZONES**

**For areas in the vicinity of
Park Boulevard Sports Complex
and
South 10th Street Park**

**Report Prepared by Indigo Design, Inc.
De Soto, Kansas**

Table of Contents

Section

A Flood Study Summary

B Concept Plans

- Central Park and Park Boulevard Sports Complex (Sycamore and Park Boulevard Area)
- South 10th Street Park and Surrounding Areas

SECTION A

FLOOD STUDY SUMMARY

Purpose

This supplemental study to the city-wide Parks and Recreation Master Plan was initiated following the tremendous floods that occurred in Independence in late June and July 2007. As the City observed the damage brought upon these areas, questions logically followed regarding the long-term future of the flood-prone land. If redevelopment and reinvestment to residential uses is discouraged or precluded by federal agencies, it was felt that some planning should be considered to allow beneficial use of the areas.

The purpose of this study, then, was to assess the flood zones' potential use from the perspective of parks and recreation. In terms of long-range planning, the timing was fortuitous, as a city-wide planning effort to develop a 15-20 year plan for parks and recreation in Independence was in its middle stages.

However, because the assessment of damage and redevelopment of flood areas was expected to take a considerable amount of time – in months, if not years – it was decided that this study should be kept as a separate body of work, not directly bearing on the parks and recreation master, as it were. The study, however, would be kept available to help guide discussions regarding the flood area, if and when appropriate.

Process

The following briefly summarizes the process that was employed to arrive at the final flood area study recommendations and plans:

Analysis – The design team leader toured the study areas with City staff to observe the extent of damage caused by the flood. As well, the City provided maps to the design team that were prepared as a means to track the extent of damage to homes and structures on a lot by lot basis. These maps included information on the limits of the designated 1% Flood Zones.

Programming – Discussions with City staff suggested that the studies should consider the possible uses of the flood areas as new and/or relocated sports fields – primarily for baseball/softball and soccer fields. Impacts to existing parks and plans should also be reviewed and noted.

Concept Plans – The attached concept plans were created to assess the potential capacity of each site to accommodate needed parks and recreation uses. These plans, if implemented, would most likely replace similar improvements already incorporated into other sites per the Parks and Recreation Master Plan.

Recommendations

Based on the data and level of information available at the time of this study, it appears that the potential uses as shown on the attached plans are appropriate and achievable, both from a construction and functional standpoint. The renovations and addition to the Park Boulevard Sports Complex fields for softball use were documented needs of the community, as was a desire to upgrade the soccer facilities.

If these plans were implemented, the impact would be most notable with regard to the existing soccer complex at Peter Pan Road. The uses now planned for the existing soccer complex would be, in effect, be relocated to these study sites. Thus, the soccer complex site would be available for a variety of new uses.

In summary, if these flood zone areas become available for uses other than residential, it would be sensible to revisit these plans in greater detail, open discussions regarding the best location in the community for these sports fields and facilities, and then make the decision as to the best use of these lands.

SECTION B

PARK PLANS

The following pages provide additional insight into the design thoughts and intentions of the concept plans developed for each of the studied flood zone areas.

Park Boulevard Sports Complex (Sycamore and Park Boulevard Area)

See the concept plan on the following page.

The concept plan shown incorporates the Central Park and Park Boulevard Sports Complex plan that was included in the city-wide Parks and Recreation Master Plan, with exception of the following additions and adjustments.

Area East of Park Boulevard, from the railroad tracks south to Cottonwood Street.

- Two new 300' softball fields, primarily for use by adult softball leagues. The plan is conservative in that it aims to save trees and minimize encroachment on the drainage channel between the two fields. Thus, the south field is shortened on the right field foul line. This shortened foul line may not be a necessary given more detailed survey information with which to study the position and grading of the proposed field.
- The north field shown represents a total re-build of the existing Sinclair Field, which is shifted slightly to the north and re-graded to improve drainage and playability.
- New parking area, with connecting drive and parking between the two fields. This will require that the storm system pipe under Park Boulevard be extended and fill placed over it, creating a level area for the connecting drive and parking.
- The parking provided for the two fields is adequate to cover the parking needs, including the change-over period when two teams are playing and two are waiting to play. It may be possible, as well, to reduce the parking area to minimize the storm system extension costs and to help preserve existing trees.

Area along Sycamore Street (north side)

- Creates off-street parking along Sycamore Street. This parking would sit below the elevation of the street.
- The access drive through the middle section of central park is not shown in this plan, as an alternative arrangement to the previous master plan. This creates a more contiguous park area with planned trails and open space. However, if parking areas on the north side of the park/sports complex are full, patrons will need to exit to Penn Avenue, then south to Sycamore Street to access this parking.

South 10th Street Park (and Surrounding Areas)

See the concept plan on the following page.

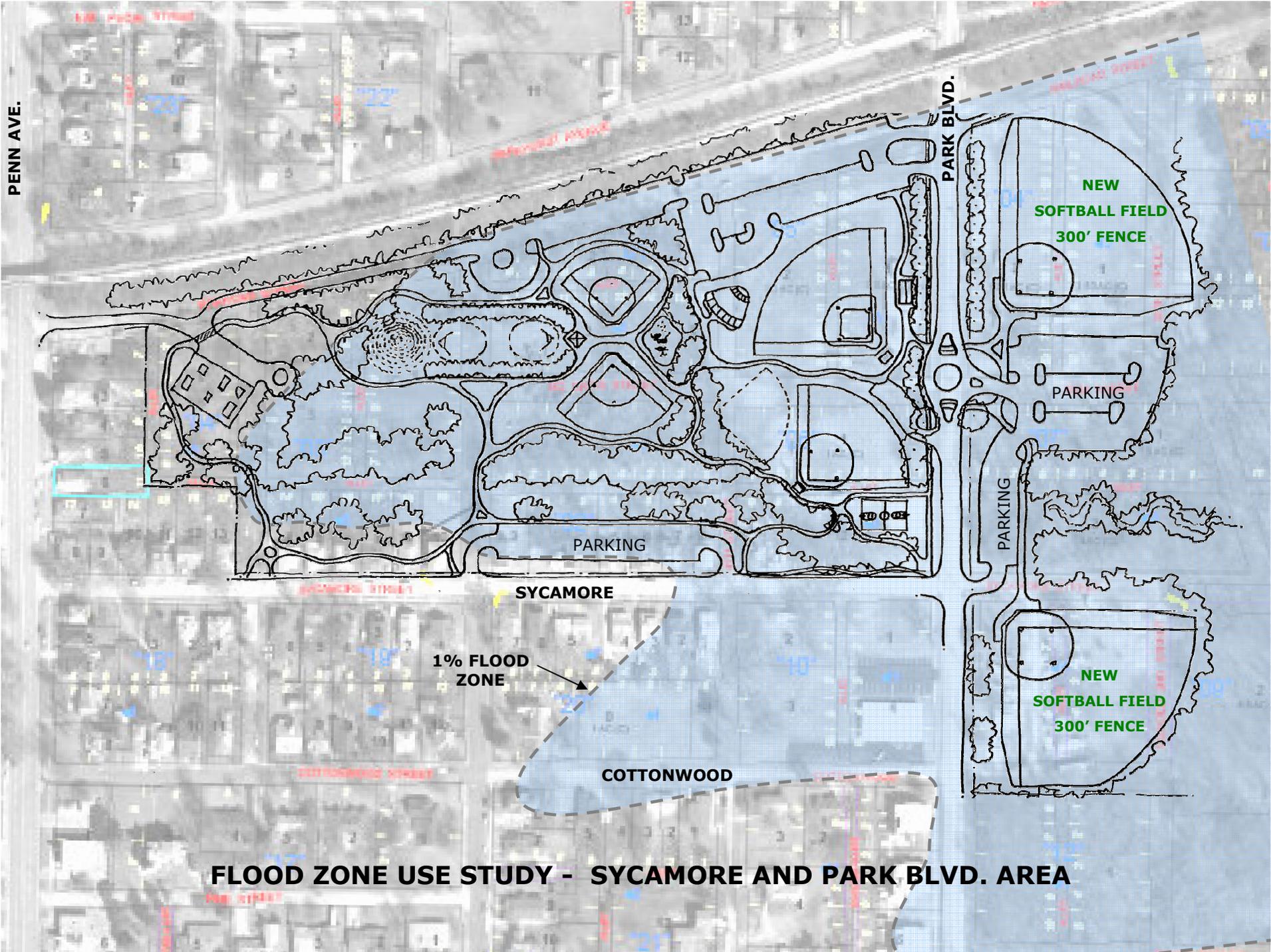
The concept plan shown is roughly centered on the existing South 10th Street Park, but extends well beyond the existing park area to the east, south, and west.

**Area East and South of the Existing Park –
(Birch St. south to the railroad tracks, and from South 10th east to Penn Avenue)**

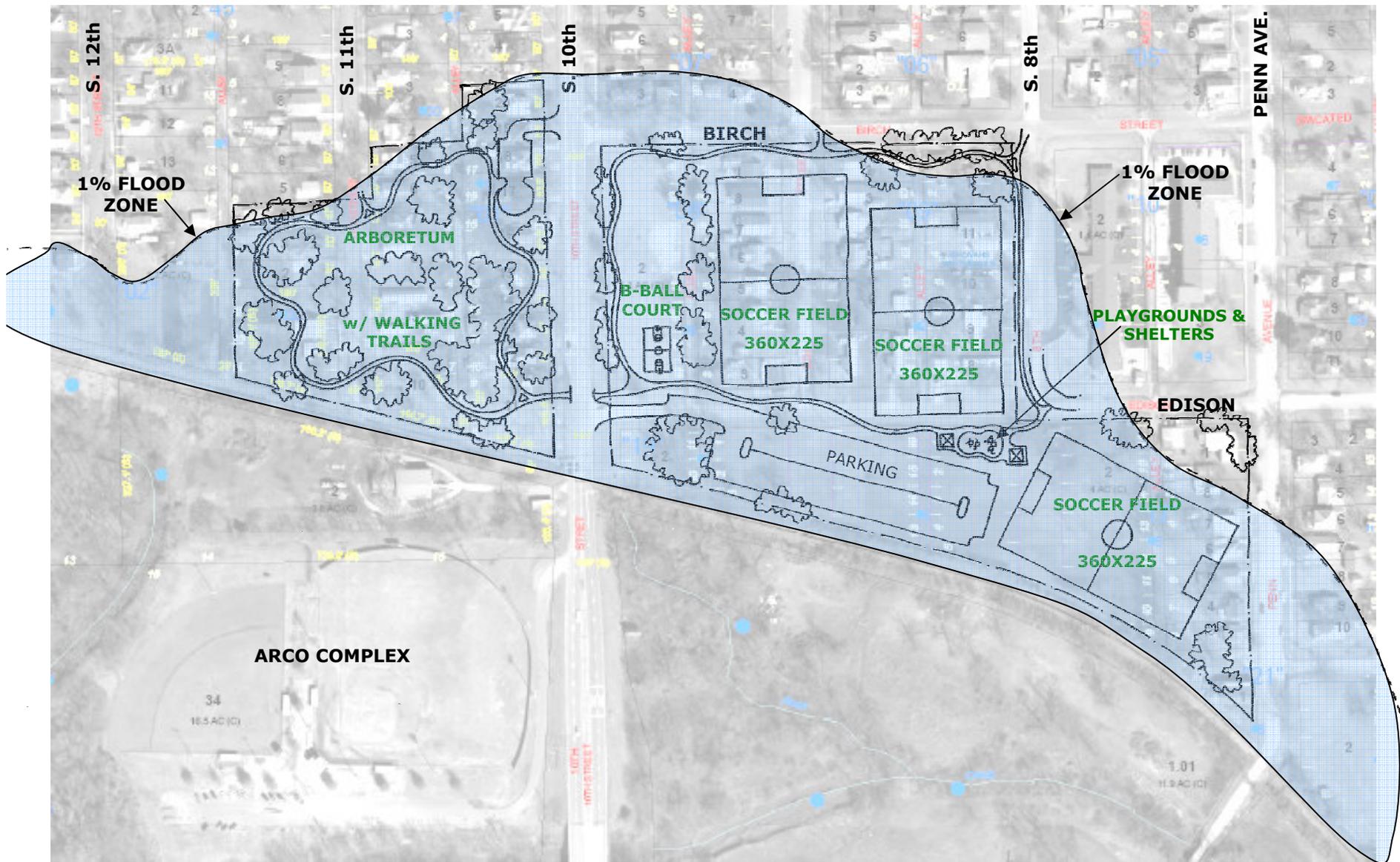
- Three new, full size (360' x 225') soccer fields.
- Parking area to service all three soccer fields with +/- 180 stalls, enough for 60 parking stalls per field.
- The new playground that was previously shown at the north end of the existing park is relocated to an open area between two of the soccer fields, near the corner of 8th and Edison. Also, the planned shelter has been relocated to be near the playground and a second shelter added, due to the anticipated use level for this expanded park area.
- The existing park area still includes a new basketball court at its southern end, but the balance of the park is kept open for flexible uses.

**Area West of the Existing Park -
(Birch St. south to the railroad tracks, and from South 10th west to beyond 11th St.)**

- This area of the concept plan is set aside for an arboretum and walking trails. Many substantial trees exist in this area - and its separation from the remainder of the flood zone by 10th Street – suggest that it would make sense giving this area its own identity and purpose as a passive park space.



FLOOD ZONE USE STUDY - SYCAMORE AND PARK BLVD. AREA



FLOOD ZONE USE STUDY - SOUTH 10th STREET AREA

Ⓞ
Minutes of the Independence City Commission's October 23, 2019 Meeting

The Independence City Commission met for a regular meeting on October 23, 2019 at 5:30 P.M. in the Veterans Room at the Memorial Hall. Mayor Louis Ysusi, Commissioner Leonhard Caflisch, and Commissioner Gary Hogsett were present. Others present included:

City Staff

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

Visitors

Susan Scovel
Larry McHugh
Ken Brown
Jim Hayward
Mark Leaman
Christy Mavers
Brent Julian
Jerry Bright
Melvin Dick
Jeri Hammerschmidt
Rick Hills
Nick McBride
Tabatha Snodgrass
Anthony Medrano
Samantha Jay
Jordin S
Brooklyn Weller
Maeson Bryant

I. REGULAR SESSION

A. Call to Order

Mayor Ysusi called the meeting to order at 5:30 P.M

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

Minutes of the Independence City Commission's October 23, 2019 Meeting

Motion:

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

Aye: Ysusi, Caflich, Hogsett

Nay: None

II. 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-1848A
2. A-1849
3. D-1909
4. P-1821

B. Consider a contract for sale of 1902 Bradley Court.

C. Consider allowing Shift Sector to hold their racing event at the Independence Municipal Airport on April 18th and April 19th, 2020.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the Commission adopted the consent agenda.

Aye: Ysusi, Caflich, Hogsett

Nay: None

III. PUBLIC HEARING

A. Public hearings to consider condemnation of the following properties:

1. 713 E. Magnolia Street

Director Cowan gave a report on the property.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflich the Commission condemned the structure located at 713 E. Magnolia Street as

Minutes of the Independence City Commission's October 23, 2019 Meeting

dangerous and unsafe.

Aye: Ysusi, Caffisch, Hogsett

Nay: None

2. 816 S. 17th Street

Director Cowan gave a report on the property.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the Commission condemned the structure located at 816 S. 17th Street as dangerous and unsafe.

Aye: Ysusi, Caffisch, Hogsett

Nay: None

3. 904 W. Main Street

Director Cowan gave a report on the property.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caffisch the Commission condemned the structure located at 904 W. Main Street as dangerous and unsafe.

Aye: Ysusi, Caffisch, Hogsett

Nay: None

4. 112 W. Chestnut Street

Director Cowan gave a report on the property and noted that the owner has signed the release to begin demolition on the property.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Motion:

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

Minutes of the Independence City Commission's October 23, 2019 Meeting

Commission condemned the structure located at 112 W. Chestnut Street as dangerous and unsafe.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

5. 305 S. 18th Street

Director Cowan gave a report on the property.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflisch the Commission condemned the structure located at 305 S. 18th Street as dangerous and unsafe.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

6. 305 S. Burns Street

Director Cowan gave a report on the property.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflisch the Commission condemned the structure located at 305 S. Burns Street as dangerous and unsafe.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

7. 317 S. 14th Street

Director Cowan gave a report on the property.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Motion:

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

Minutes of the Independence City Commission's October 23, 2019 Meeting

Commission condemned the structure located at 317 S. 14th Street as dangerous and unsafe.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

8. 325 N. 19th Street

Director Cowan gave a report on the property.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflisch the Commission condemned the structure located at 325 N. 19th Street as dangerous and unsafe.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

9. 409 S. 6th Street

Director Cowan reported that this house was potentially dangerous and unsafe. A search warrant was secured and during the inspection of the house a police officer almost fell through the floor into the basement. It was determined that the structure would need to be demolished immediately and quotes were asked for removal of the structure. Director Cowan reported that only G & G Dozer with a quote of \$10,800 responded to the request.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Commissioner Caflisch inquired about asbestos removal.

Director Cowan stated that he would contact the State but feels that by using the Fire Department to spray the house as it is being demolished would satisfy that requirement.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the Commission condemned the structure located at 409 S. 6th Street as dangerous and unsafe.

Aye: Ysusi, Caflisch, Hogsett

Minutes of the Independence City Commission's October 23, 2019 Meeting

Nay: None

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflisch the Commission accepted the quote to remove the house at 409 S. 6th Street from G & G for \$10,800 as it is an immediate hazard to public safety.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

10. 613 W. Chestnut Street

Director Cowan gave a report on the property.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the Commission condemned the structure located at 613 W. Chestnut Street as dangerous and unsafe.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

IV. ITEMS FOR COMMISSION ACTION

- A. Consider a request from Jim Hayward to donate and install a large art piece at Memorial Hall celebrating the City's upcoming 150th Birthday.

Jim Hayward reviewed the art piece he is wishing to donate and install in Memorial Hall.

Each Commissioner expressed their support for the project.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflisch the Commission accepted the donation from Jim Hayward to install a large art piece at Memorial Hall celebrating the City's upcoming 150th Birthday.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

- B. Consider adopting an ordinance amending the National Electric Code as previously adopted.

Minutes of the Independence City Commission's October 23, 2019 Meeting

Director Cowan reported that the Electrical Board wants to amend the 2011 National Electric Code to include Service Disconnects on any new commercial or residential service and allow the Building Inspector to grant temporary service for up to 45 days while repairs or upgrades are being made.

Commissioner Caflisch asked if this is only for new service.

Director Cowen stated that was correct.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflisch the Commission amended Ordinance No 4313, Section 1. City Code Section 18-122(b) as presented.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

- C. Consider a recommendation from the Planning Commission to adopt an ordinance amending Appendix B-Zoning of the City Code relating to "Indoor firing ranges."

Assistant City Manager Passauer reviewed the Planning Commission's decision and recommendation.

Mark Leaman, President of the Gun Club was available to answer questions from the Commissioners.

Commissioner Caflisch asked if they envision the building to house an indoor firing range only.

Mr. Leaman replied that it would be an indoor firing range, training room and a retail outlet.

Commissioner Hogsett asked if there would be a requirement to purchase the ammunition at the facility.

Mr. Leaman responded that it is not a requirement yet but, they would make one.

Commissioner Hogsett inquired about the noise levels.

Mr. Leaman responded that there are guidelines they will have to follow for ventilation, noise and safety.

Ken Brown addressed the Commission and voiced his opposition to having a gun range in the downtown area.

Minutes of the Independence City Commission's October 23, 2019 Meeting

Mr. Leaman noted that this would be a handgun shooting range and not a rifle shooting range.

Commissioner Caflich asked if they would publish what would be allowed at the indoor firing range.

Mr. Leaman said that they would.

Commissioner Caflich noted that the State of Kansas is a conceal and open carry State and asked if people would have to unload their guns before bring them in to the facility.

Mr. Leaman noted that they had not addressed that issue but would probably have the customer empty their gun before entering the facility.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the Commission accepted the recommendation of the Planning Commission and adopted an ordinance amending Appendix B-Zoning of the City Code relating to "Indoor firing ranges."

Aye: Ysusi, Caflich, Hogsett

Nay: None

V. DISCUSSION

- A. Consider discussing a proposed soccer complex with the Independence Recreation Commission.

Assistant City Manager Passauer reviewed a previous park plan from 2007 that included soccer fields on Park Street.

Brent Julian reviewed the improvements the Recreation Commission would like to make and is seeking the City's permission to move forward with the project.

City Attorney Chubb stated that a simple memorandum of understanding could be drawn up.

Commissioner Caflich noted that the Recreation Commission would have to deal with any ADA issues for the complex.

The Commission directed the City Attorney to add the land west of Park Street to the original agreement between the City and the Recreation Commission.

Minutes of the Independence City Commission's October 23, 2019 Meeting

VI. REPORTS

A. 223 W. Main Street Update.

Director Cowan reported that a temporary partial occupancy was issued for the brewery. He also spoke to Mr. Morrison as to the status of the rest of the building and was told that the plans have been submitted to the State Fire Marshalls office for their approval.

Commissioner Caflisch noted that the Fire Marshall only looks at the fire alarm and sprinkler drawings and the City needs to clarify that the revised plans need to be submitted to the City.

B. City Board Minutes

1. September 9, 2019 Electrical Board.

VII. CITY MANAGER'S COMMENTS

A. KDOT Consult Meeting in Pittsburg, Tuesday, October 29th from 1:30 PM – 4:30 PM

Assistant City Manager Passauer asked if any Commissioners are interested in attending the KDOT Consult Meeting in Pittsburg.

Commissioner Caflisch said he would need to check his schedule.

Assistant City Manager Passauer noted that the Peter Pan Road Improvements would be delayed approximately two weeks.

VIII. COMMISSIONERS' COMMENTS

Commissioner Caflisch discussed the training he received on economic development at the league meetings.

Mayor Ysusi noted that he contacted Nikki Harrison and she reported that interview and review process information is complete but, she would like to wait until after the election to present it to the Commissioners.

IX. PUBLIC CONCERNS

No public concerns

X. EXECUTIVE SESSION

A. Personnel matters of non-elected personnel

Minutes of the Independence City Commission's October 23, 2019 Meeting

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the Commission moved to recess for an executive session for discussion of an employee's performance pursuant to the non-elected personnel exception (K.S.A. 75-4319(b)(1)). In attendance will be the Commission. The open meeting will resume at 7:25 P.M.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

The meeting resumed at 7:25 PM.

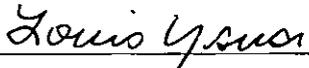
XI. ADJOURNMENT

Motion:

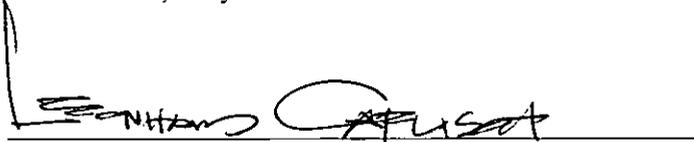
Mayor Ysusi moved to adjourn. Commissioner Hogsett seconded.

Aye: Ysusi, Caflisch, Hogsett

Nay: None



Louis Ysusi, Mayor



Leonhard Caflisch, Commissioner



Gary Hogsett, Commissioner

Attest:



City Clerk/Treasurer

Minutes of the Independence City Commission's December 12, 2019 Meeting

The Independence City Commission met for a regular meeting on December 12, 2019 at 5:30 P.M. in the Veterans Room at the Memorial Hall. Mayor Louis Ysusi, Commissioner Leonhard Caflich, and Commissioner Gary Hogsett 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

Mike Passauer, Public Works Director

Terry Lybarger, Director of Utilities

Brian McHugh, Memorial Hall Supervisor

Shawn Wallis, Fire/EMS Chief

David Cowan, Director of Safety/ADA Coordinator

Jerry Harrison, Police Chief

Barb Beurskens, Park and Zoo Director

April Nutt, Director of Housing Authority

Visitors

Taina Copeland

Larry McHugh

Mike Conway

Alexandra Jahubowski

Callie Younger

Wendy Guiou

Blake Escott

Leslie Fox

Dean Hayse

Trisha Purdon

Dorcus Sutton

Ned Stichman

Jerry Bright

Dominick Eck

I. REGULAR SESSION

A. Call to Order

Mayor Ysusi Called the meeting to order.

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the Commission adopted the agenda with the modification that Item "C" be

Minutes of the Independence City Commission's December 12, 2019 Meeting

removed from the Consent Agenda and moved to Items for Commission Action.

Aye: Ysusi, Caflich, Hogsett

Nay: None

II. 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-1852

2. D-1910

3. D-1911

4. P-1824

B. Consider approving the minutes of the September 25, September 26, October 9, October 10, and October 23, 2019 City Commission Meetings.

C. Consider authorizing the 5-year CIP for the Independence Municipal Airport to be submitted to the FAA. – Remove from consent for discussion.

This item was removed from the consent agenda and moved to items for Commission action

D. Consider authorizing the Mayor to sign the Tree City USA application for certification.

E. Consider setting the date of January 23, 2020 at 5:30 PM for a public hearing to consider adoption of the Southeast, Southwest and Central Neighborhood Revitalization Plans.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflich the Commission adopted the Consent Agenda with the modification that Item "C" be removed from the Consent Agenda and moved to Items for Commission Action.

Aye: Ysusi, Caflich, Hogsett

Nay: None

III. PUBLIC HEARING

A. Public hearing to consider condemnation of 301 Cement Street (adjourned from

Minutes of the Independence City Commission's December 12, 2019 Meeting

November 21, 2019).

Director Cowan asked to recess to January 23rd to conduct a title search on the property.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the Commission recessed the Public Hearing to January 23rd, 2020.

Aye: Ysusi, Caflich, Hogsett

Nay: None

IV. ITEMS FOR COMMISSION ACTION

- A. Consider authorizing the issuance of \$1,200,000 in Taxable Industrial Revenue Bonds, Series 2019 (Textron Aviation Inc.).

Dominick Eck with Gilmore & Bell, Bond Counsel to the City presented the issuance and noted that this does not count toward the debt limit of the City nor obligates the City in any way.

Commissioner Caflich asked if this was for equipment and facility upgrades at the Cessna plant.

Mr. Eck replied that it does.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflich the Commission approved an ordinance authorizing the issuance of the City's Taxable Industrial Revenue Bonds Series 2019 (Textron Aviation Inc.), authorizing certain documents and actions in connection with the issuance of the Series 2019 Bonds.

Aye: Ysusi, Caflich, Hogsett

Nay: None

- B. Consider authorizing a Memorandum of Understanding with Independence-USD 446 recreation Commission regarding property east of the 800-900 block of North Penn Avenue and west of the 800-900 block of North Park Blvd.

Assistant City Manager Passauer reviewed the modifications to the memorandum.

Mayor Ysusi stated that the memorandum defines the property that the Recreation Commission would be responsible for maintaining and that any improvements would be approved by the Commission before the start of construction.

Minutes of the Independence City Commission's December 12, 2019 Meeting

Commissioner Caflisch asked if the aerial map should be referenced to identify the property.

City Attorney Chubb noted the section of the memorandum that references the map.

Commissioner Caflisch asked if the MOU states that they are responsible for ADA compliance for both existing and future development.

City Attorney Chubb stated that it does.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the Commission authorized the Mayor to sign the Memorandum of Understanding with the Independence Recreation Commission.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

- C. Consider authorizing the 5-year CIP for the Independence Municipal Airport to be submitted to the FAA.

This item was removed from the consent agenda and moved to items for Commission action

Commissioner Caflisch asked about funding sources for the local match.

Director Lies stated that KDOT funds could be applied for to supplement the City match portion of the project. She also felt that the City's best bet for KDOT assistance would be the big runway project and that there is leftover monies from over airport projects that could fund the smaller projects.

Commissioner Caflisch noted that as the special use sales tax comes to an end the City should consider including the airport in another special use sales tax ballot question to be approved by the voters.

Director Lies noted that the Economic Development/Transportation Fund has been the primary funding source for these types of projects but, it is always an option to use sales tax funding.

Commissioner Hogsett asked if the odds were favorable in getting the Federal government to pay for these improvements.

Mike Conway stated that the chances are very good especially on the big project.

Commissioner Hogsett asked if it was harder to get funding for the terminal.

Minutes of the Independence City Commission's December 12, 2019 Meeting

Mr. Conway said it depends on how much funding the City is willing to put into it.

Commissioner Caflisch asked if the City funds the smaller projects and then receives funding from KDOT could the City's funding be used for the next project.

Director Lies stated that it wouldn't be in the City's best interest to ask for funding for the smaller projects. The main goal is to get funding for the big runway project and showing the State that the City is willing to fund the smaller projects would help in getting the larger project funded.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflisch the Commission authorized City staff to sign the proposed CIP and submit it to the FAA.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

V. DISCUSSION

- A. Consider discussing a Commission Orientation and Facility Tour scheduled for December 18, 2019.

Assistant City Manager Passauer advised Mayor Ysusi that Commissioner Caflisch would be unable to attend and since it would only be Mayor Ysusi and Commissioner-elect Hayse in attendance it would not be required to have a Special Meeting for the tour.

VI. REPORTS

- A. November 2019 Sales Tax Report.

Director Lies reviewed the report.

- B. 223 W. Main Street Update.

Director Cowan reported that the State Fire Marshall had denied Mr. Morrison's plans. Mr. Morrison is working to respond back to them and when he does get approval, he will submit all the plans to the City.

- C. Reminder of City Employee Appreciation Luncheon on December 13, 2019.

Assistant City Manager Passauer noted that Commissioner Caflisch would be filling in for the Mayor who will be out of town that day.

Minutes of the Independence City Commission's December 12, 2019 Meeting

D. City Board Minutes

1. October 1, 2019 Planning Commission/Board of Zoning Appeals.
2. November 20, 2019 Recreation Commission.

VII. CITY MANAGER'S COMMENTS

Assistant City Manager Passauer invited Director Beurskens to give an update on the Zoo's recent inspection.

Director Beurskens reported that they had an inspection by the USDA and there were no violations for the fourth year in a row.

Assistant City Manager Passauer invited Chief Harrison to give an update on the active shooter drill that was performed the previous day.

Chief Harrison reported that it was a collaborative effort with the Sheriff's office, Independence Fire/EMS and Labette Health. He reported that there were no injuries and he was pleased with everyone's performance.

Commissioner Hogsett asked how often this is done.

Chief Harrison reported that Director Cowan usually does this drill about twice a year. He noted that many entities around the Community are interested in this and want the drills conducted at their facility.

Commissioner Caflisch asked if they are training these entities on how to respond to an active shooter.

Chief Harrison replied that they do.

VIII. COMMISSIONERS' COMMENTS

No comments.

IX. PUBLIC CONCERNS

None

X. EXECUTIVE SESSION

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

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflisch the Commission moved to recess for an executive session for review and discussion of City Manager applications pursuant to the non-elected

Minutes of the Independence City Commission's December 12, 2019 Meeting

personnel exception (K.S.A. 75-4319(b)(1)). In attendance will be the Commission and Commissioner Elect Dean Hayse. The open meeting will resume at 6:33 P.M.

Aye: Ysusi, Caflich, Hogsett
Nay: None

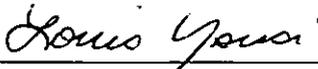
The meeting resumed at 6:33 P.M. No action was taken.

XI. ADJOURNMENT

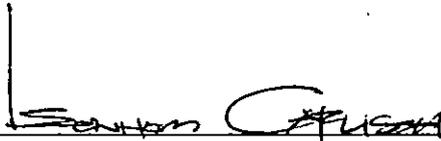
Motion:

Mayor Ysusi moved to adjourn. Commissioner Hogsett seconded.

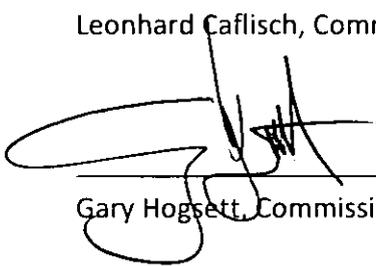
Aye: Ysusi, Caflich, Hogsett
Nay: None



Louis Ysusi, Mayor



Leonhard Caflich, Commissioner



Gary Hogsett, Commissioner

Attest:



City Clerk/Treasurer

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into by and between the **City of Independence, Kansas**, a municipal corporation, hereafter CITY, and **Independence-USD 446 Recreation Commission**, hereafter IRC, as follows:

Whereas, CITY is title owner of certain property, some of which is currently used by IRC for its recreation programs and some of which is undeveloped.

And Whereas, the property in question is located roughly between the skateboard park, located just east of the 800-900 block of North Penn Avenue, and the youth baseball and softball facilities located in the 800-900 block of North Park Blvd.

And Whereas, an aerial photograph showing the location of the City-owned property, enclosed by the red line, is attached hereto and incorporated herein by reference.

And Whereas, this agreement is intended to outline the future responsibilities of both parties with respect to this property.

Now Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree to the following:

1. **Use of Property:** CITY consents to use of the property by IRC for the providing of recreational facilities and activities for residents within the taxing district of IRC.
2. **Future Development:** IRC wishes to utilize the currently undeveloped property for youth soccer activities sponsored and operated by IRC. The undeveloped property is currently heavily wooded and overgrown and will take considerable work

in order to convert it to an appropriate area for youth activities. CITY hereby gives IRC permission to undertake studies, inspections, testing, and formulating plans for development of the property for youth soccer activities.

3. **Revenue Neutral:** Conversion of the undeveloped property for youth soccer activities shall be done in such a manner as to be revenue neutral to CITY. Unless otherwise agreed in advance by CITY, all expenses will be the responsibility of IRC.

4. **Pre-existing Documents:** To the extent they exist, CITY shall share with IRC all pre-existing plans and documents in existence which had something to do with the property which is the subject of this MOU.

5. **Construction Stage:** This MOU anticipates there will be two stages, a planning stage and then a construction stage. CITY has given IRC permission to move forward with the planning stage. Before IRC begins with the construction stage, CITY must give its approval to the overall plan prior to the initiation of construction.

6. **Maintenance:** Beginning on the date of execution of this agreement, IRC shall maintain all the property subject to this agreement, including the undeveloped property as well as the currently utilized property such as the skate park area and baseball and softball facilities, including responsibility for mowing and the like. Some of the properties covered by this agreement were acquired by CITY pursuant to a FEMA Buy-Out Program and as a result thereof have restrictions on use which must be complied with by both CITY and IRC. To the extent that ADA requirements apply

to any use or development of the property, IRC shall have the responsibility for compliance therewith.

CITY OF INDEPENDENCE, KANSAS

12-12-2019
Date

By: Louis Ysusi
LOUIS YSUSI, Mayor

ATTEST:

David W. Schwenker
DAVID W. SCHWENKER, City Clerk

**INDEPENDENCE-USD 446 RECREATION
COMMISSION**

Date

By: _____
BRENT JULIAN, Executive Director

Area to be Maintained by Recreation Commission

Flagged Properties Must Comply with FEMA Requirements per Buy-Out Program.



© 2019 Pictometry

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

The Independence City Commission met for a special meeting on January 23, 2020 at 5:00 P.M. at the Memorial Hall. Mayor Leonhard Cafilich and Commissioner Dean Hayse were present. Commissioner Louis Ysusi was present by phone. Others present included:

City Staff

Jeff Chubb, City Attorney

Kelly Passauer, Assistant City Manager/Zoning Administrator

David Schwenker, City Clerk/City Treasurer

Brian McHugh, Memorial Hall Supervisor

Shawn Wallis, Fire/EMS Chief

Mike Passauer, Public Works Director

David Cowan, Director of Safety/ADA Coordinator

Lacey Lies, Director of Finance

Jerry Harrison, Police Chief

Visitors

Larry McHugh

Taina Copeland

Brent Julian

Christy Mavers

Ron Goins

Tony Holmes

Joe Cooley

Shawn O'Kane

Jerry Bright

Steve Hale

Doug Harlin

Jon Risner

Darrin Axthelm

Amry Leaman

Tabatha Snodgrass

Jeri Hopkins

Wayne Blaes

Todd Fienen

Doug Cox

Kelly Cox

Brian Beecham

Dorcas Sutton

Ned Stichman

I. SPECIAL SESSION

II. DISCUSSION

- A. Discuss a Memorandum of Understanding with Independence-USD 446 Recreation Commission regarding property east of the 800-900 block of North Penn Avenue and west of the 800-900 block of North Park Blvd.

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

On October 23, 2019, the Commission discussed a proposed new soccer complex with the Independence Recreation Commission in the area of Central Park on North Penn Avenue and the ballfields on North Park Blvd. After discussions, the City Attorney was directed to prepare a memorandum of understanding that would allow the Independence Recreation Commission to make the proposed improvements (including ADA requirements) and maintain the property.

Motion:

On the motion of Mayor Caflich, seconded by Commissioner Hayse the Commission agreed to add to the agenda tonight, the review and modification of the memorandum of understanding that had been dated December 12, 2019.

Aye: Ysusi, Caflich, Hayse

Nay: None

Motion:

On the motion of Mayor Caflich, seconded by Commissioner Hayse the Commission agreed that the Memorandum of Understanding dated December 12, 2019 be modified with the deletion of paragraph 6 and authorize the Mayor to sign the agreement.

Aye: Ysusi, Caflich, Hayse

Nay: None

III. ADJOURNMENT

Motion:

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

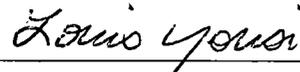
Aye: Ysusi, Caflich, Hayse

Nay: None

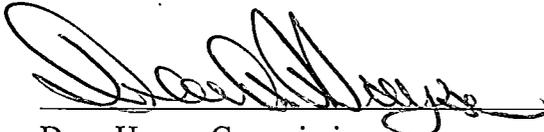
Minutes of the Independence City Commission's January 23, 2020 Special Meeting



Leonhard Caflich, Mayor



Louis Ysusi, Commissioner



Dean Hayse, Commissioner

Attest:



City Clerk/Treasurer



Indigo Design, Inc.
The Art and Science of Parks

September 8, 2020

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

RE: Central Park & Park Blvd Sports Complex - Master Plan Update

Dear Ms. Passauer:

Indigo Design, Inc. is pleased to submit this proposal to the City of Independence, the Client, to provide professional landscape architectural design services for a **Master Plan Update** for the **Central Park & Park Blvd Sports Complex**. A basic understanding of the scope of the project is outlined below:

- The Recreation Commission is considering modifying the Central Park & Park Blvd Sports Complex plan, as included in the 2007 Parks & Recreation Master Plan completed for the City of Independence. The revisions are driven by two primary intentions:
 - Explore the incorporation of soccer fields within the Central Park & Park Blvd. Sports Complex. As well, explore options to revise the overall park layout, possibly moving the existing ball fields to more interior locations, away from flood-prone areas and placing soccer fields in their place. These will be concept level studies.
 - The City is also under a CRS Mitigation Plan program, and would also like to address parking and ADA access to the features.
 - Other issues and ideas may be explored, as well.
- Develop a Master Plan Update for the park. The Master Plan will explore, in greater detail, the various intentions noted above.
- The project scope will require one (1) meeting in Independence, as well as a minimum of two (2) conference/video meetings to review progress.
- The final products will include a rendered Master Plan, Opinion of Probable Cost, and Phasing Plan, if project phasing is deemed necessary.

BASIC SERVICES

Indigo Design, Inc. proposes the following Basic Services:

Phase 1 – Kick-Off Meeting, Programming, and Preliminary Concepts

1. Prepare a project base map in CAD format from updated topographic and boundary information provided by the Client, if available. If not available, agree with Client on use of prior (2007) base information or a new site survey. See Additional Services, below.
2. Meet on-site with City representatives, and others, to walk the site and review the current status of amenities. Also, review and discuss elements of the existing Master Plan and

- determine their relevance, or not, for inclusion in an updated plan along with the new desired features.
3. Prepare a Project Program to capture the discussion and guide the development of the updated master plan.
 4. Prepare preliminary park plan options based on the initial meeting. Explore 2-3 options for inclusion of desired elements and possible arrangements.
 5. Prepare a revised opinion of probable costs, based on the new plans.
 6. Review the preliminary plans and costs with City Staff, via e-conference. Note advantages and disadvantages of each.

Phase 2 –Revised Concept and Opinion of Probable Project Costs

7. Prepare a single, revised plan to incorporate comments from the prior meeting.
8. Update the opinion of probable costs.
9. Review the preliminary plans and costs with City Staff, via e-conference.

Phase 3 –Final Master Plan, Opinion of Probable Project Costs, and Phasing Plan

10. Prepare a Final Master Plan, suitable for public presentation.
11. Prepare a Final Opinion of Probable Costs (and Phasing Plan, if deemed necessary).
12. Send all documents in digital form to the City.

ADDITIONAL SERVICES

Services of this proposal are limited to those listed in the Basic Services section. Any additional services will be performed at an hourly rate or at a lump sum amount agreed to prior to initiating the additional service.

1. **Site Boundary & Topographic Survey (as an additional service):** Indigo Design strongly recommends that a site boundary and topographic survey be conducted of the project area to assist in the creation of an accurate base map for the master plan. This survey will capture existing features, utilities, easements, topography, trees, drives, fences, etc. This survey will also be necessary should the City choose to move forward with construction of improvements that are grade-critical such as ADA-accessible walkways, drainage improvements, etc.
2. **Additional Site Planning and Cost Estimating** for relocation of the ballfields to interior locations, if chosen as the preferred direction.

OPINION OF PROBABLE PROJECT COSTS and SCHEDULES

Indigo Design, Inc.'s (IDI's) Opinions of Probable Project Costs (including Probable Total Project Costs and Construction Costs) and schedules/phasing plans shall be made on the basis of the IDI's experience and qualifications and shall represent the IDI's best judgment as an experienced and qualified professional. Opinions of Probable Project Costs are made on the basis of the IDI's professional skill and judgment, as well as historical information reported by others. IDI cannot and does not guarantee that proposals, bids or actual project costs (including Total Project Costs or Construction Costs) will not vary from the Opinions of Probable Project Costs or that actual construction schedules will not vary from the estimated projected schedules.

PROVIDED BY OWNER

The Client or their representatives will provide:

1. Verify presence and status (active or abandoned) of utilities in the project area.

2. Access to the site.
3. All permits and governmental approvals.
4. Geotechnical investigation/environmental assessment.

CONTRACT

If the Client agrees to the items set forth in this document, this proposal may serve as the contract agreement. Your signature below will authorize Indigo Design, Inc. to proceed.

FEES

Indigo Design, Inc. will provide the services described in the Basic Services section of this proposal for a lump sum fee, per the schedule shown below.

Phase 1 - Kick-Off Meeting, Programming, and Prel. Concepts (Items 1-6)	\$ 2,880.00
Phase 2 –Revised Concept and Opinion of Probable Costs (Items 7-9)	\$ 2,160.00
<u>Phase 3 –Final MP, Opinion of Probable Costs/Phasing (Items 10-12)</u>	<u>\$ 1,800.00</u>
Total Fees	\$ 6,840.00*

***Optional Additional Service – Site Boundary and Topographic Survey - \$ At cost or by City.**

***Optional Additional Service – Additional Site Planning and Cost Estimating – Hourly (\$90/hour) to a maximum of \$1,500.**

The Client agrees to pay all direct, reimbursable expenses of Indigo Design, Inc. and our sub-consultants that are not included in the above costs, to a maximum of \$400. These direct expenses include travel costs (mileage), plan and report reproduction costs, and miscellaneous office costs (such as FAX, overnight mail, etc.) and will be billed at the following rates:

Mileage:	per federal mileage allowances for 2020
Prints (plans):	\$5.00/each for in-house prints, or at cost for out-of-house prints
Color Reproductions	at cost
Overnight Delivery	at cost

Billing will be on a monthly basis based on the percentage of work complete to date. All invoices will be due in 30 days.

SCHEDULE

Indigo Design, Inc. proposes to commence work upon your acceptance of this proposal and authorization to proceed. We anticipate completion of all phases within six (6) weeks of written authorization to proceed and completion of the proposed kick-off meeting.

The Client shall provide written authorization to Indigo Design to proceed with each phase of the project and Indigo Design will not begin work on any phase until receiving such authorization. In the event circumstances beyond Indigo Design, Inc.'s control extend the time for completion beyond 180 days, Indigo Design, Inc. reserves the right to re-negotiate a new fee based on increased cost indices and costs associated with re-initiating a project.

PROPOSAL ACCEPTANCE

This proposal is open for acceptance for 30 calendar days. At the end of this period, Indigo Design, Inc. reserves the right to extend, in writing, the period for acceptance, re-negotiate the proposal or completely withdraw the proposal.

TERMINATION

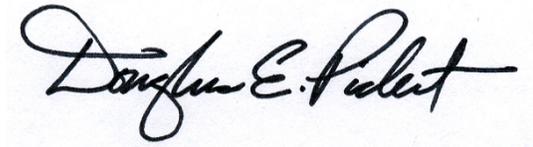
Either party of this agreement can terminate this same agreement in writing with five (5) working days notice. Payment for all work completed up to the date of the termination will become due immediately. Client will receive all work complete to date.

LIABILITY

Liability for work by Indigo Design, Inc. on this project will be limited to the dollar value of this agreement. Payment of any invoice by the Client to Indigo Design, Inc. shall be taken to mean that the Client is satisfied with Indigo Design's services and is not aware of any deficiencies in those services.

Thank you for the opportunity to provide these services. If you have any questions concerning this proposal, please do not hesitate to call.

Sincerely,



Douglas E. Pickert, ASLA
Indigo Design, Inc.
President

Accepted and agreed to this
_____ day of _____, 2020.

Authorized Signature



Request for Proposal

For

Electrical Inspection and Ballfield Electrical Plan For Electrical Service at Independence Ballfield Complex 910 N. Park Blvd.

Posted on website
www.IndependenceKs.gov
September 11, 2020

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

Office of City Clerk
RFQ – Ballfield Electric
City of Independence
811 W. Laurel St.
Independence, Kansas 67301



"Delivering Excellence"

Request for Proposal:

Ballfield Electric Inspection and Electrical Repair Plan

Table of Contents

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

SECTION 1 INTRODUCTION & PROJECT SUMMARY

The City of Independence Kansas City Commission on August 13, 2020, made a motion for the City staff to do a RFP for inspection and design of electrical services at the Independence Ballfield Complex located at 910 North Park Blvd.

The ballfields are located with-in the 100-year flood plain and have been flooded multiple times over the past 30 years. In 2018, the ballfields were flooded, submerging the electrical services for the complexes. Minimal repairs were done to provide electrical service to the concession house and Clark James Field, but the remaining four ballfield electrical services have been red-tagged by Evergy.

The purpose of this project will be to make these facilities compliant with Evergy for service entrances, NEC 2011 Standards and City of Independence Floodplain Regulations.





SECTION 2 SCOPE OF WORK

1. Inspection
 - 1.1 Scope of Work
 1. Obtain and/or prepare the necessary information, drawings, and other related data required for the inspection specified herein.
 2. Perform a visual inspection of all ballfields electrical equipment and associated components. The electrical inspection will include, but not necessarily limited to;
 - a. Service Entrances
 - b. Breaker Panels
 - c. Outlets
 - d. Switches & Disconnects
 - e. Ball Field Lighting and wiring
 - f. Wiring condition, adequately sized
 - g. Grounding of electrical services
 - h. Safety issues and concerns
 - i. Press Box Wiring
 - j. Emergency Lighting
 - k. Public Address System
 - l. Crosswalk Warning Electrical
 - m. Scoreboards
2. Ballfield Electrical Plan
 1. Design the electrical service for the ballfield complex and buildings based on inspection and consultation with the City and Independence Recreation Department.
 2. Providing new service entrances that are out of the flood water
 3. Breaker Panels and Disconnects shall be located out of the flood water
 4. The design should minimize damage to electrical infrastructures from future flooding events.
 5. The design should allow for future expansion of the sports complex



“Delivering Excellence”

6. Develop a preliminary itemized estimate of the probable construction cost for options and alternatives for the ballfield complex.
7. Deliverables should provide documents and stamped plans the City of Independence can utilize to bid the electrical project.

SECTION 3 PROPOSED SCHEDULES

Proposed Project Schedule

The project deadline for deliverables will be December 3, 2020. At a minimum, monthly progress meetings shall be held and may be conducted in person or through phone/video conferencing and organized by the consultant. The selected firm is expected to present the draft and final plan to the stakeholders.

TENTATIVE SCHEDULE OF DATES:

Advertise for Proposals	Date: September 11, 2020
Deadline for Proposal Submission	Date: October 1, 2020
Review Proposals	Date: October 2, 2020
Proposal Award:	Date: October 8, 2020
Project Completed:	Date: December 3, 2020

Proposals will be evaluated based primarily on the following criteria:

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

SECTION 4 PROPOSED CONTENT

PROPOSAL CONTENT

Proposals shall address the following items in numerical order with the total length of the submittal not to exceed 25 pages. Electronic projects are strongly encouraged to utilize hyperlinks when referencing work samples.

1. Qualifications and Experience. Detailed information on the history, qualifications, and experience of the firm and key personnel participating on the project, including identifying the project manager.



“Delivering Excellence”

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

SECTION 5 INSTRUCTION FOR SUBMITTAL

INSTRUCTIONS TO PROPOSERS

Proposers must submit one (1) hard copy and one (1) electronic pdf copy, preferably on a USB or similar media device, of the proposal by 2:00 p.m. CST on October 1, 2020.

Proposals shall be directed to:

David Cowan, City of Independence Building Department, 811 W. Laurel, Independence, Kansas 67301, 620-332-2541 or 620.330.0056 cell, davidc@Independenceks.gov .

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

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

This proposal is good for 60 days from the opening date.

**Independence Historical Preservation Resource Commission:
Minutes of the January 27th, 2020 meeting.**

The meeting was called to order in the Spanish American Wars Veteran Room of Memorial Hall at 12:05 pm. Members present included: Ken Brown, Tim Haynes, Tim Emert, Tim Raglin and Tom Hoffert. Two commission member were absent: Sean Clapp and Mark Easter. Also in attendance was Barbara Berskens: Park and Zoo Director for the City of Independence Kansas.

The minutes from the last meeting (October 14, 2019) were reviewed by the Commission with Ken Brown motioning for approval and Tom Hoffert seconding. The motion was carried unanimously.

The first order of business had Ken Brown introducing Barbara Berskens to the Commission to report on the condition of the roof on the Stitch Shelter House. The building is located within the Riverside Park and zoo facilities. Ms Berskens informed the Commission that the roof is in excess of 100 years old and is need of repair. She went on to say that the clay tile roof has a number of damaged and/or missing tiles and that there has been evidence of water seepage. Ms Berskens has done some informal background studies as to replacement tiles/roof and has made inquiries into the insurance coverage the building is currently under. Tim Emert suggested that the best way to proceed would be to get an accurate assessment of the roofs condition. There was unanimous agreement on this proposal with Ms Berskens informing the Commission that she has a contractor in mind and that he is cognizant of the buildings historic stature. She would get back with the Commission once the extent of the damage was determined.

The next order of business dealt with the progress being made on the historic plaques that will be affixed to buildings within the Independence Historic District. Ken Brown informed the Commission that to date there are only 18 plaques left to be made and that their scheduled completion will be prior to July 15th (Independence 150th Anniversary).

Next Ken Brown reported on the City of Independence's submission for the HGTV Home Town television series contest. The contest would have the winning city's submission be eligible for numerous upgrades to the historic downtown core and possibly additional outlying structures. The submission by the City of Independence was created by the Chamber of Commerce with the help of a number of Independence citizens.

The fourth order of business was the annual election of officers. Tim Haynes motioned that "The current officers be re-elected." Tim Emert seconded the motion and the motion was passed unanimously.

Lastly, since there was no December sitting of the Commission the annual book exchange between members was conducted.

Tim Haynes moved to adjourn, seconded by Tim Emert. The meeting was adjourned at 12:55.

Minutes compiled by Tom Hoffert
Secretary, Independence Historical Preservation Resource Commission.

A handwritten signature in black ink, appearing to read "Ken Brown", is written in a cursive style across the bottom of the page.

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 Cafilisch 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, Cafilisch, 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 Cafilisch, 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, Cafilisch, Hayse

Nay: None

IV. ADJOURNMENT

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

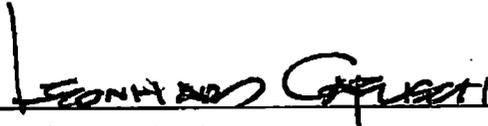
IV. ADJOURNMENT

Motion:

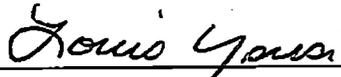
Mayor Caflich moved to adjourn. Commissioner Ysusi seconded.

Aye: Ysusi, Caflich, Hayse

Nay: None



Leonhard Caflich, Mayor



Louis Ysusi, Commissioner



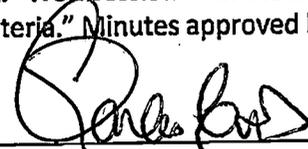
Dean Hayse, Commissioner

Attest:

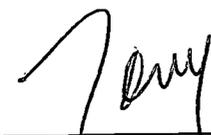


City Clerk/Treasurer

Item II A. "Worksession with the Economic Development Advisory Board to redefine and clarify future grant criteria." Minutes approved by the Economic Development Advisory Board (EDAB):



Chuck Goad, EDAB Chair



Tony Royse, EDAB Secretary

***Economic Development Advisory Board
Meeting Minutes***

June 2, 2020

I. Call to order

Chair Chuck Goad called to order the regular meeting of the Economic Development Advisory Board at 3:30 PM on June 2, 2020 at Memorial Hall.

The following members were present:

Chair Chuck Goad (5-0)
Vice-Chair Wayne Stephany (5-0)
Secretary Tony Royse (5-0) by phone
Lori Kelley (5-0)
Jason Curtis (5-0)
Lisa Wilson (Ex-Officio)
Tabatha Snodgrass (Ex-Officio)

The following members were absent:

Jim Correll (2-3)
Paul Yaroslaski (3-2)
Trisha Purdon (Ex-Officio)

The following staff were present:

Assistant City Manager Kelly Passauer
Safety Director David Cowan
Finance Director Lacey Lies
Housing Authority Director April Nutt
Administrative Secretary Lydia Collins

The following visitors were present:

None physically present, but none identified themselves via phone.

II. Items Requiring Action

- a) Consider approving minutes of the March 3, 2020 meeting

A motion was made by Lori Kelley to approve the minutes from the March 3, 2020 meeting, which was seconded by Vice-Chair Wayne Stephany. The motion passed unanimously.

- b) Consider redefining and clarifying future grant criteria as requested by the City Commission at the May 5, 2020 joint worksession.

Chuck read the first agenda item. Lacey stated that the board should hold off on having another round of City disbursements to see if any received funds from the CDBG. Chuck stated that should another round occur in the future; we want to make sure it is ready to go. Lacey stated that it may change, since the original grant was specific. Lori stated that it may be tweaked somewhat, but it is nice to have a starting spot, so you know what the parameters are. Tony asked when we will know if the City gets the grant and Lacey answered within a week, hopefully. Tony then asked if all the grant paperwork was turned in and Lacey replied yes. Tony stated there is no guarantee. What do we do if we do not get it? How much is it for? Lacey stated it is for \$300,000. Micro-grant for businesses with 1-5 employees, 51% must meet LMI qualifications based on household income. Employers with 6-50 employees, same LMI requirements for those as well. Micro-grants – one company could receive up to \$25,000 per employee, but a single employee cannot be awarded more than \$30,000. Tony stated that If the City gets the grant, if they do not meet LMI, and they are wanting to start a business they must wait for us to meet again to approve this policy and do that. If we approve it now, with the understanding of applying the CDBG grant first, then if they do not get approved for CDBG then we would have this to fall back on.

Chuck stated that we need to identify a specific need that funding from this group could help resolve. Adapt existing policy to fit that once a spending source has been identified. Tony stated that the funds are being replenished. Chuck again stated that at this time we have not identified a need. Tony then asked If there is no need, then why apply for CDBG. This could be a back-up if the CDBG does not apply. Lacey stated that the CDBG is all about employment. Tony reiterated that we are here, we should approve this rather than go back and look at it all again. Kelly replied that the instructions from the Commission was to have the policy ready to go in case other funding is allocated.

Wayne asked if maybe we could critique what we liked and did not. Kelly answered that would be a good point, so that it is ready to go if we have a resurgence in the Fall. Wayne asked about what groups and who qualified? Lacey stated that from the review committee standpoint, we identified those that did not fit the criteria and had to have a lot more discussion. We should have tabled all of them and reviewed later.

Wayne stated he would like to have the full group involved. When I went into the call, discussion helped expand my horizon on it, with more input. Kelly stated that one reason that was done is because of open meetings and they wanted to respect privacy of the businesses. Wayne replied that the point was well taken. We should talk more in depth, more define the categories. Chuck stated that the genesis of this was after the State put out their information on the Hospitality Grant Program, we used that as a starting point, expanded it to include small retail and it helped a lot of people. Lacey stated I could also, if this information would be valuable, could share the City license listing, browse through the companies, give you an idea of the types of businesses we have, and bucket the types.

Chuck stated the Commission wants it more black and white of who qualifies and who does not. It takes a lot of ambiguity away and is easier to administer, the other side is if we had done it, it would have excluded others. It is a trade-off. The purpose of the program is to try to create and retain businesses in Independence that serve the public good. Most of that was in line with that thought process. I need to think about this a lot more. There are benefits to having very

specific criteria, but trade-offs should be considered as well. The only thing I would change would be to eliminate the “hospitality,” define it as restaurants and businesses that sell goods and products. With respect to the criteria, the 1st bullet point is the delivery system. The 2nd bullet point, brick and mortar, need to consider changing technologies and customer patterns. There would be an opportunity to include folks that have included a different delivery channel. Give that more thought. Folks that live, pay taxes as part of our business community in Independence. If someone figures out a creative way to provide services in Independence but do not own bricks and mortar, I think that is okay.

Lori stated that we say the first couple are tiered in, special consideration will be given to those that generate sales tax, or property tax revenue for the city. Get through the first tier, then regroup, this is how much we used, this is how much we have left, what does Phase 2 look like. Not to exclude them, but to give priority to those that are financially beneficial to the city to be here. These groups were not addressed, but seriously impacted. A way, group of business types, lump them, based on the crisis, when you get through the funds, then go through that.

Lisa stated it is based off employee head count too. Kelly stated I think it was you, Chuck, who initially suggested the \$1,000 per employee. Chuck stated they could have an essential business with a large overhead with a few employees. Lacey suggested looking at location, open it up to Southeast Kansas. Kelly stated it needs to be specific. Lacey stated a 60-mile radius. Kelly stated I would suggest adding the word “Primarily” to selling goods and services. Tabatha stated that was my biggest complaint, professional services were upset because they did not know about it. Lacey stated that tabling those and coming back to the drawing board would be helpful. Some were a surprise to everyone, and could make an argument for them, even if you could make an argument for a business, this could possibly qualify, but give everyone a chance. Tabatha stated I did not know, I told them I misunderstood the grant.

Chuck stated the program started out very specific, and we tried to expand it. The policy, as it stands with the amendments we talked about today, is a good boiler plate going forward. Those amendments we will not know what they need to be until we are presented with a need going forward.

Tony stated back on Appendix A, I mentioned this last time, I am not in favor of the City Manager approving anything up to \$25,000. Lacey stated if the Commission approves the policy, they approve the facilitator to act within what they approve. Tony stated it says the City Manager can authorize a \$25,000 grant. Chuck said I appreciate your comment, duly noted, but that was the other grant program.

Lori stated we did not have time to review the outline in writing, sent out written parameters to the eligible businesses and stuff. When it got tweaked. Chuck stated we did that in a meeting, Trisha did that while in the meeting and sent it to everyone. Lori stated if it got tweaked, so that the message was consistent, was my thoughts. Kelly asked if anything is being changed. Chuck asked the board if they were in favor of changing that to 60 miles? Kelly suggested we eliminate someone living in another State within the 60-mile radius.

Chuck moved to include Montgomery County and contiguous counties in the State of Kansas. Tony seconded. Motion carried.

Chuck asked what are your thoughts on changing the brick and mortar? Lori stated I think it is fabulous to favor brick and mortar. We should not fund food trucks that can up and move. Lacey stated Just because they could leave, we do not want them to leave. Including guarantees they will

stay here. Kelly stated maybe establish a different amount for a food truck. Chuck suggested they qualify for some weighted amount, for instance 60% without a permanent address. A food truck is less expensive to own and operate than brick and mortar, some could be more expensive. Wayne asked maybe they remain a certain period of time. Chuck stated they certify that they operated in the City a certain number of days per year. Determine property taxes, through rent or lease, or ownership. What property taxes does a food truck pay? Does it matter if they live inside or outside the City? Lacey will review this information and report back.

Kelly and Lacey will work on the policy and bring it back to the next meeting.

- c) Consider draft Business Incentive Program Policy prepared by Chair Chuck Goad and modified at the March 3, 2020 meeting.

Chuck stated that the next item of business is the Business Incentive Policy which was brought back today to restart the discussion about it. It is not yet in a form to make a proposal to the Commission. The Commission wants a joint session. We can hammer out the issue. Kelly, see if the Commission would like to meet with us at our next meeting.

Lacey stated that if the City receives the CDBG grant, I would like to have this group be on the review committee. That is something that you guys could pick who would be a part of that review committee.

Kelly stated the wayfinding signage RFP went out today. Lori asked we utilized our fund for economic development, is there a way to utilize Community Foundation to help replenish the large gap between businesses that are doing well post-Covid, and those that are still struggling, develop a program for solicitation of funds for that? Would another group do that? Chuck stated IAP was created for that purpose. Lacey stated Main Street had their program for that.

Chuck stated that this committee needs to start to think about funding sources. We were fortunate to stumble on the incubator fund. We can access the economic development/transportation fund. My experience is that depending on the size of the business and expense of infrastructure, you can go through several hundred thousand dollars really fast. What better place would there be than Independence? A safe, rural atmosphere to work in.

- d) Open issue/summary of discussion

No further discussion.

III. Reports

IV. Adjournment

A motion was made by Tony Royse to adjourn, seconded by Wayne Stephany. Motion carried.

Minutes approved by:

A handwritten signature in black ink, appearing to read "Chuck Goad", written over a horizontal line.

Chuck Goad, Chair

A handwritten signature in black ink, appearing to read "Tony Royse", written over a horizontal line.

Tony Royse, Secretary

Independence Public Library Board of Trustees Minutes
Wednesday, July 15, 2020

- I. **Call the Meeting to Order:** The regular meeting of the library board was called Order by Chairman Carolyn Torrance at 5:19 p.m.
Trustees Attending: Michelle Anderson, James Reed, Tom Richardson, Tom Sewell, and Carolyn Torrance. **Absent:** none.
Also Attending: Library Director Jeri Hopkins, Assistant Director John Long and Recording Secretary Maddison Cochran
 1. **Adoption of Agenda:** Tom R. moved and James R. seconded a motion to approve the agenda as printed. Motion carried.
 2. **Approval of Minutes:** Minutes of the June 17th meeting were approved.
- II. **Consent Agenda:** The consent agenda was adopted as presented. Total expenses for bills for the month of June were \$42,305.98.
- III. **Old Business:**
 1. USD 446 Board Member - Ron Schwatken
 2. Jana Shaver resigned from Library Board - need to find a new city representative board member
 3. Circulation Desks - Bid for remodeling is \$33,154
Motion to approve the bid for the remodeling of the circulation desks
Tom R. moved and Tom S. seconded the motion. Motion carried.
- IV. **New Business:**
 1. 2019 Audit - encumbered cash decreased from last year
- V. **Staff Reports:**

Four Library Board members need to sign the Certificate of Hearing (Carolyn T., Tom R., Tom S., Michelle A.). RJ Osbourne passed away. He was instrumental in getting computers in the library. The library is pulling of books that aren't being read and doing inventory of the library collection. The filing system is being organized. 100 kids participating in the summer reading program. Brandon has been writing a large number of grants
- VI. **Adjournment:** Meeting adjourned at 5:47 p.m. The next regular meeting is scheduled for Wednesday, August 19 at 5:15 p.m.

Michelle Anderson, Secretary **Date of Approval:** 08/19/2020

INDEPENDENCE USD #446 RECREATION COMMISSION

Monthly Meeting August 19, 2020

Ash Youth Center

1501 N. 10th

MEMBERS PRESENT:

Christy Mavers
Ron Goins
Tony Turner
Tony Holmes
Joe Cooley

OTHERS PRESENT:

Brent Julian
Lori Bromley
Nick McBride
Galen Palmer

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

ROUTINE

Agenda

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

Minutes

Joe Cooley moved to approve the board minutes for the July 15, 2020 board meeting. Ron Goins seconded. Motion carried 5-0.

Bills

Ron Goins moved to approve the August 2020 bills and checks for payment in the amount of \$17,630.34 as well as the bills and employee benefits paid since the last meeting in the amount of \$22,829.56. Tony Holmes seconded. Motion carried 5-0.

Treasurer's Report

Galen Palmer reported the following bank balances as of July 31, 2020: First Oak Bank – Checking: \$178,395.59; First Oak Bank – Petty Cash: \$500.00; and Equity Bank – Savings: \$246,445.78. Tony Holmes moved to approve the treasurer's report as presented. Tony Turner seconded. Motion carried 5-0.

PROGRAM/OPERATIONS

Maintenance Report

Brent Julian reviewed the maintenance report with the board members in Jim Butts' absence and answered any questions. Brent discussed winterizing Riverside Beach with the commission.

Programs Report

Nick McBride answered any questions the board had on the programs report. A discussion was held on the end of baseball and softball season and Nick stated that it went about as he expected and he received some minor complaints but overall things went well. Christy Mavers stated that she has heard good things about the 6 on 6 soccer league and that it seems to be growing, Nick stated that at some point they may need 2 or 3 fields, which are approximately 55' x 35'. Christy asked where things stand on adult softball and Nick stated that IRC did not get the participation numbers needed in order to hold the summer leagues, however he is still trying for a co-ed league this fall. Ron Goins asked about the new pickle ball league at the Ash Center and Nick stated it is going very well. The board discussed the lack of interest in a tackle football league for 3rd – 6th graders and Nick stated that the local football club hurts IRC's numbers and he is looking to maybe move to flag football overall in the future as several parents have expressed an interest in that. Nick did inform the board that any player that signed up for tackle football through IRC has the option of playing for Caney, switching over to soccer, or getting a refund.

Director's Report

Brent Julian answered any questions the board had on the director/aquatics report. Brent discussed the new pickle ball league with the commission and informed them of the \$50 annual membership to play as well as the new schedule which is Wednesdays from 10:00 a.m. – 12:00 p.m. and 4:00 p.m. – 6:00 p.m. as well as Sunday afternoons from 1:15 p.m. – 3:15 p.m. Brent informed the board of the new rules at the Ash Youth Center due to Covid-19 now that school is starting again. Brent stated that masks and temperature checks will be mandatory and anyone entering the building must have a membership or sign in and pay a daily rate as staff must be able to track anyone that enters the building. Brent stated that IRC will follow school guidelines and anyone that refuses will be asked to leave the facility. Christy recommended getting the updates posted on IRC's website and Facebook page.

BUSINESS/FINANCE

RBFAC Closing

Brent informed the board members that Riverside Beach closed for the season on August 9th. Brent stated that they have performed their walk-thru and are in the process of cleaning and shutting everything down. Brent stated that they lost the bowl slide during the last week due to pump failure and that it will have to be fixed next spring, other than that there were no major issues. Brent informed the commission that he hopes to have the financial documents ready to go by the September board meeting and they can discuss scheduling a city meeting at that time.

Indoor Pool Handicap Lift

Brent informed the commission that the handicap lift in the Ash Center pool has stopped working and is now obsolete. Brent stated a new battery attachment can be purchased for around \$1,500 or a complete new lift will cost approximately \$3,788 from Arlan Company. Brent stated the other bids came in at \$4,200 and \$4,000. Tony Holmes asked about the warranty and Brent stated they all come with one-year. Ron Goins moved to approve the handicap lift from Arlan Company in the amount of \$3,788.00. Tony Turner seconded. Motion carried 5-0,

Basketball Goals

Brent stated that he spoke to the high school regarding their basketball goals and they go through Aalco Sports Equipment. Brent stated the athletic director is happy with the goals; however their maintenance scheduling is not so great. Brent stated that if IRC goes with the portable he is concerned with the 200 lbs of sand or water that is required which then makes them not portable. Tony Turner

recommended getting some type of attachment on the floor so they can be moved in or out. Brent stated that storage is also a concern so he'll continue looking at options. Brent stated that he did ask a representative at Aalco to give him a quote on new goals to replace the current ones since they are in such bad shape and he is waiting to hear back.

Painting and Refurbishing of Gym

Brent stated that he has contacted 4-State Maintenance about once again painting and refurbishing the Ash Center's gym floor. Brent stated they are about the only company in the area to do gym floors however he did contact a company out of KC but they did not return his call. Brent stated that 4-State will charge \$3,370.00 and the gym will be down approximately four days start to finish and he would recommend it be done before basketball season starts. The board agreed that 4-State Maintenance does a good job. Joe Cooley moved to approve the painting and refurbishing of the gym floor in the amount of \$3,370.00. Tony Turner seconded. Motion carried 5-0.

Ash Center Lighting

Brent stated that he received a bid to improve the Ash Center lighting from Scott at Covert Electric Supply out of Joplin, MO then received a phone call from Scott stating that the bid was incorrect and he would need to re-submit it, however that has not been done yet. Brent stated that Jim will try to get Blankinship Electric to submit a bid as well and hopefully the bids will be ready by the next meeting.

Park St Ballpark Lights

Brent stated that he and Christy Mavers attended a city commission meeting to further discuss the electrical situation with the ballpark lights on Park St. Brent stated that IRC received notice from Evergy that they are turning the power off to Jaycee field lights as of August 31st due to safety concerns. Brent reminded the board members that this has been an ongoing problem at the ballpark and the last quote he received from Blakinship Electric was for \$49,000 all in. Brent stated he has asked for the city's financial help since it is city property and the city commission determined they will have an engineer look at it and will then put it out for bids. Brent stated that he reminded the commission that the lights need to be completed by April of 2021 in order to have another season.

New Water Fountain

Brent informed the board members that the CDC is no longer recommending the old water fountains that are in the Ash Center. Brent stated with Covid-19 concerns he has had the fountains covered and they are no longer used. Brent recommended replacing the fountain in the gymnasium with a fountain that uses a bottle filler. Brent received several bids but Rinck's Plumbing came in at \$1,150 fully installed, another establishment at \$1,600 and Home Depot at \$1,000 with no installment, but it is out of stock and they are not sure when they will have one available. Ron Goins moved to hire Rinck's Plumbing to install a new water fountain in the gymnasium for \$1,150.00. Joe Cooley seconded. Motion carried 5-0.

New Soccer Complex

Brent informed the board that IRC will need to hire an architect in order to obtain proper permits for the new soccer complex. Brent explained that since elevations will need to be changed a permit is required. Tony Turner moved to approve hiring an architect to do drawings for the new soccer complex. Tony Holmes seconded. Motion carried 5-0.

Executive Session

There was no Executive Session.

Items from the Commission

There were no items from the Commission.

Agreement for Action on Items from the Commission

There was no agreement for action on items.

Adjournment

The meeting adjourned at 12:21 p.m.

Respectfully Submitted,

Tony Turner
Secretary