



ITEM FOR DISCUSSION
CITY OF INDEPENDENCE
August 13, 2020

Department Safety & Code Enforcement

Director Approval *David Cowan*

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

SUMMARY RECOMMENDATION

BACKGROUND IRC is seeking financial assistance or guidance on the repair of the electrical system at the Park Blvd ballfields. The ballfield electrical system was damaged in the 2018 flood and an estimate of repairs is approximately \$50,000. The City of Independence is working with FEMA and submitting flood damage for repairs but this process, with the COVID pandemic, is proceeding very slowly. The IRC does have temporary power at the Clark James field and concession stand but this area does not meet code and will need to be upgraded with the rest of the complex electrical. City Staff is requesting direction from the Commission regarding whether or not to assist with funding the repairs.

BUDGET IMPACT This is unfunded in the budget. City continues to pursue FEMA reimbursement.

SUPPORTING DOCUMENTS

1. Estimate
2. Memorandum of Understanding

From: [brent.julian](#)
To: [David Cowan](#)
Cc: [Lacey Lies](#); [Kelly Passauer](#); [Christy Mavers](#); [Joe Cooley](#); [Ron Goins](#); [Tony Holmes](#); [Tony Turner](#)
Subject: Re: Ballfield - Electrical Issue
Date: Wednesday, August 5, 2020 3:36:07 PM
Attachments: [BallLIGHTEstimate_1044_from_Blankinship_Electric_LLC_2017.pdf](#)

Thank you sir,

Yes IRC is requesting assistance or guidance on whose responsibility it is to pay for the flood updates. Currently the only lights working down there are on Clark James Field but we are being told that they are not up to code since the last flood and need replacing. I will attach the bid that we received a year ago to get it back up to specifications for safety and flood issues. Total cost was \$49,000 (see attached) We have not had any access to electricity besides on Clark James since the flood and now to my understanding Evergy is saying they will need to shut us off if upgrades are not made. My Board just wants clarification on whose responsibility it is to take care of these issues because we have been without lights for well over a year now and something needs done. Please advise

Brent Julian
Director of Recreation
Independence Recreation

On Wednesday, August 5, 2020, 03:15:25 PM CDT, David Cowan <davidc@independencesks.gov> wrote:

Brent,

Jim dropped by the letter from Evergy regarding the electrical issues at the ballfields. He indicated you were requesting assistance from the City.

I will put this on next week's Commission meeting agenda, but I need to know precisely what you are requesting i.e. are you asking to split of cost, City to pay total cost ??

I walk my dogs by the ballfields; I was trying to see if any of the lights are working. It appeared that Sinclair meter had been removed, can you update on the status of all the lighting too all fields? I believe Jim has told us \$50,000 to fix all of the lights.

Lacey and I just spoke with FEMA last week on the flood reimbursement, but I do not know when that will be completed or what they will reimburse.

If I can get a reply by Friday, we can put it on next week's agenda.

Thanks,

David Cowan

David Cowan, Paramedic-LPN

City of Independence Kansas

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P.O. Box 1129
Independence, KS 67301 US
6203302527
blankinship.electric@outlook.com

Estimate

ADDRESS
Independence City Recreation Riverside Beach Family Aquatic Center

ESTIMATE #	DATE	EXPIRATION DATE
1044	08/21/2019	08/21/2019

ACTIVITY	QTY	RATE	AMOUNT
Quotes This quote is for relocating Electric above flood stage. (East ball field) (North Park) This quote includes all labor and materials for this project. New underground piping and new wire, new Electric service, and panels. Utilizing existing poles and lights.	1	7,500.00	7,500.00
Quotes This quote is for relocating Electric above flood stage. (South west ball field) (North Park) This quote includes all labor and materials for this project. New poles, new lights, new brackets, new underground piping and new wire, new Electric service, panels, and trenching. Utilizing existing poles and lights.	1	15,000.00	15,000.00
Quotes This quote is for relocating Electric above flood stage. (West Center ball field) (North Park) This quote includes all labor and materials for this project. New piping up existing poles all new wiring underground and up existing poles. Utilizing existing poles and lights.	1	12,500.00	12,500.00
Quotes This quote is for relocating Electric above flood stage. (North west ball field) (North Park) This quote includes all labor and materials for this project. New poles, new lights, new brackets, new underground piping and new wire, new Electric service, panels, and trenching.	1	14,000.00	14,000.00
TOTAL			\$49,000.00

Accepted By

Accepted Date

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.

CITY OF INDEPENDENCE, KANSAS

1/23/2020
Date

By: 
LEONHARD CAFLISCH, Mayor

ATTEST:


DAVID W. SCHWENKER, City Clerk



INDEPENDENCE-USD 446 RECREATION
COMMISSION

1-24-20

Date

By: 
BRENT JULIAN, Executive Director