

AGENDA

Independence City Commission

July 9, 2020

Civic Center Memorial Hall 5:30 PM

I. REGULAR SESSION

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

II. APPOINTMENTS

- A. Park Board – Three Terms Expiring July 1, 2020
(All Eligible For Reappointment)
- B. Board Of Examiners – Plumbers – One Term
Expiring August 15, 2020 (Eligible For
Reappointment)
- C. Historic Preservation And Resource Commission
(IHPRC) – Two Terms Expired January 1, 2020 (All
Eligible For Reappointment)
- D. Tree Board – One Term Expired June 1, 2020 –
Applications Are Due By August 7, 2020
[CLICK HERE FOR MORE INFORMATION.](#)

III. PRESENTATIONS

- A. Main Street 2021 Budget Request

Documents:

[MAIN STREET.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-1866
2. P-1839

Documents:

[ORDINANCE NO A-1866.PDF](#)
[ORDINANCE NO P-1839.PDF](#)

B. Consider A Request From Main Street To Authorize Blocking The 200 Block Of North Penn From Myrtle To Laurel On The First Thursday Of Each Month From August 6th To September 3rd From 5 – 8 PM.

Documents:

[RCA FIRST THURSDAYS.PDF](#)

C. Consider Approval Of Blocking Off The Park Oval Just North Of Well's Drive On The East Side And South Of The Playground Restrooms On The West Side For Indy Goes Back To School Event Between 4:30 P.m. To 7:30 P.m. On Tuesday, August 11th, 2020.

Documents:

[RCA - 2020 INDY GOES BACK TO SCHOOL.PDF](#)

D. Consider A Request From The Chamber Of Commerce To Block Pennsylvania Avenue From The South Edge Of The Parking Lot Located At 125 N. Pennsylvania Ave (Community National Bank And Trust) North To The South Edge Of Myrtle From 5:00 Pm To 11:30 Pm On August 29th And September 26th, For The Purpose Of Hosting Downtown Movie Nights.

Documents:

[RCA -- DOWNTOWN MOVIE NIGHTS.PDF](#)

V. ITEMS FOR COMMISSION ACTION

- A. Consider An Agreement With TranSystems For Engineering Services Relating To An EDA Grant Application For Whiskey Creek Drainage Improvements From Sycamore To The Union Pacific Railroad.**

Documents:

[RCA EDA WHISKEY CREEK DESIGN AGREEMENT.PDF](#)

- B. Consider An Administration Agreement With Southeast Kansas Regional Planning Commission To Prepare The Application And Provide Administrative Services For The EDA Grant For Whiskey Creek Drainage Improvements From Sycamore To The Union Pacific Railroad.**

Documents:

[RCA EDA WHISKEY CREEK ADMINISTRATION AGREEMENT.PDF](#)

- C. Consider Authorizing Leadership Independence To Place Temporary Parking Stanchions Downtown And To Accept Responsibility Of The Stanchions After Their Placement.**

Documents:

[LEADERSHIP INDEPENDENCE RCA.PDF](#)

- D. Consider An Engineering Design Services Agreement With H.W. Lochner, Inc. For Re-Marking Runway 17-35 At The Independence Municipal Airport As Part Of A Kansas Airport Improvement Program (KAIP) Grant.**

Documents:

[RCA KDOT REMARK RW 17-35-DESIGN AGREEMENT.PDF](#)

- E. Consider Renewing Health Insurance With Blue Cross/Blue Shield.**

Documents:

[RCA BLUE CROSS 2020-2021.PDF](#)

F. Consider Ballot Language For Renewing The Special Use Sales Tax.

Documents:

[RCA - SUST-REVISED.PDF](#)

VI. DISCUSSION

A. Discuss Programming For City Facilities.

VII. REPORTS

A. 223 W. Main Street Update

B. 2020 Census Update

VIII. CITY MANAGER'S COMMENTS

IX. COMMISSIONERS' COMMENTS

X. PUBLIC CONCERNS

XI. EXECUTIVE SESSION

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

XII. ADJOURNMENT



P.O. Box 611, 109 East Main
Independence, KS 67301,

Mayor Caflich and Commissioners Hayse and Ysusi,

Independence Main Street would like to thank you for your support in 2020. We respectfully request continuation of city funding for 2021 in the amount of \$25,000. We are proud of how we are maximizing the value of every dollar received through careful spending, staff and volunteer labor and creativity, and the leveraging of many partnerships to achieve goals together for our city.

The Board of Directors deeply appreciates your support of our program. In turn, we hope we are conducting a program that you can be proud of, preserving and enhancing the beauty of our downtown, sponsoring events and attractions that bring locals and visitors to shop, dine and explore downtown Independence. We also understand this is a time of tough financial decisions for you but feel the increasing sales tax trends show the results of our efforts. Every dollar spent is turning over multiple times in its effect of keeping our downtown alive and vital. This program relies on city funding along with our membership dues and the donations received through fundraising.

Main Street is proud of the serious dedication of our many volunteers who actively work to make Independence a destination. Some of the programs we offer include:

- Incentives Without Walls loan program, at this time we have over \$27,000 loaned out to business owners at a 0% interest rate and are working on a program to increase funding levels.
- Promotional events like the holiday parade and open house, Christmas Moonlight Madness Sale, St. Patrick's Day Pub Crawl, flags and banners, First Thursday events, and Ladies Night Out/Fashion Show. These events bring traffic to our retailers and highlight the many local shopping/dining options.
- Our organization has directly funded over \$10,000 in downtown improvements including the street brackets for the Veterans banners, Holiday décor purchases/upkeep, and most recently 24 hanging flower baskets along Penn Ave (which we are watering daily!).
- We have provided over \$3,000 in advertising support to encourage out of town shoppers to discover what Independence has to offer.
- We also are responsible for The Main Street Gift Certificate program a program that keeps local dollars local. In 2019 we reimbursed over \$30,000 to local retailers.
- During the recent COVID-19 shutdowns, Main Street invested \$5,000 in Indy Gives Back an incentive for shopping in our local stores and stimulating the local economy, in turn our citizens spent \$40,246.08. This program was partially funded by our Indy United shirt sales, as well as funds re-allocated from our budget.
- Recently our organization submitted and was awarded a \$5,000 grant from Union Pacific, which will allow us to fund another round of the Indy Gives Back program.

We know moving forward that things are likely to look different and we are working with several entities to keep learning and modifying as we go. During the pandemic we participated in weekly conference calls to discuss the different ways Main Street could help support our downtown during this unprecedented time.

As you can see, from this small sample of our programming, we pour our heart and soul into improving the retail economy of Independence and enhancing the beauty of our downtown. We respectfully request that you deem it important to renew the funding for Independence Main Street for 2021. Thank you for your time in reviewing and considering the value of our work.

Best Regards,
Main Street Board of Directors

Independence Main Street, Inc.
Profit & Loss Budget vs. Actual - General
 January through December 2019

	Jan - Dec 19	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
5007 · 2019 FR Income	36,816.22	34,670.00	2,146.22
5010 · City Funding	20,000.04	20,000.00	0.04
5042 · 2018-2019 Membership	217.00		
5044 · 2019-2020 Membership	16,750.68	18,000.00	-1,249.32
5092 · Interest-Savings, Short-term CD	182.43	200.00	-17.57
5900 · Miscellaneous Revenue	0.00	500.00	-500.00
6017 · 2019 Pub Crawl	654.87	1,000.00	-345.13
9011 · Downtown Brackets	1,550.00		
9104 · Veterans Banner Project	-176.72		
Total Income	75,994.52	74,370.00	1,624.52
Gross Profit	75,994.52	74,370.00	1,624.52
Expense			
5046 · 2020 Fundraiser Expense	871.18		
6000 · Program Expenses	0.00	1,500.00	-1,500.00
6021 · Accounting Fees	1,060.00	1,200.00	-140.00
6041 · Books, Subscriptions, Reference	114.64	500.00	-385.36
6050 · Postage, Mailing Service	555.02	375.00	180.02
6060 · Printing and Copying	0.00	100.00	-100.00
6080 · Memberships and Dues	350.00	100.00	250.00
6100 · Travel and Meetings	1,167.52	1,000.00	167.52
6101 · Conference, Convention, Meeting	1,088.47	1,000.00	88.47
6110 · Advertising	1,253.50	1,500.00	-246.50
6120 · Decorations	1,620.57	2,000.00	-379.43
6141 · 2019 FR Expense	9,424.98	9,250.00	174.98
6160 · Insurance	1,535.00	1,400.00	135.00
6180 · Office-Equipment	595.80	500.00	95.80
6190 · Office Maintenance	32.85	150.00	-117.15
6200 · Office Supplies	1,513.45	1,000.00	513.45
6210 · Phone & Internet	1,284.82	1,500.00	-215.18
6221 · Design	6,989.03	5,000.00	1,989.03
6222 · Econ Restru	474.69	1,000.00	-525.31
6223 · Organization	0.00	100.00	-100.00
6224 · Promotions	2,960.15	2,000.00	960.15
6240 · Rent	3,300.00	3,300.00	0.00
6271 · Other taxes	0.00	40.00	-40.00
6272 · Payroll Taxes	7,629.75	2,268.00	5,361.75
6280 · Utilities	1,780.20	1,800.00	-19.80
6290 · Wages	22,061.89	28,000.00	-5,938.11
6300 · World Pay-Credit Card Service	0.00	100.00	-100.00
6900 · Misc. Expense	0.00	200.00	-200.00
Total Expense	67,663.51	66,883.00	780.51
Net Ordinary Income	8,331.01	7,487.00	844.01
Net Income	8,331.01	7,487.00	844.01

Independence Main Street, Inc.

Account QuickReport

January through December 2019

06/04/20

Accrual Basis

Type	Date	Num	Name	Memo	Split	Amount
5050 · Sales-Gift Certificates						
Deposit	01/03/2019			GC Sales	1200 · FFS&L-...	1,155.00
Deposit	01/28/2019			Sales	1200 · FFS&L-...	200.00
Deposit	02/25/2019			GC Sales	1200 · FFS&L-...	135.00
Deposit	03/18/2019			GC Sales	1200 · FFS&L-...	185.00
Deposit	03/22/2019			GC Sales	1200 · FFS&L-...	1,735.00
Deposit	04/12/2019			GC Sales	1200 · FFS&L-...	155.00
Deposit	05/07/2019			Deposit	1200 · FFS&L-...	85.00
Deposit	05/07/2019			Deposit	1200 · FFS&L-...	1,025.00
Deposit	05/16/2019			GC Sales	1200 · FFS&L-...	340.00
Deposit	06/01/2019			GC Sales	1200 · FFS&L-...	60.00
Deposit	06/01/2019			GC Slaes	1200 · FFS&L-...	230.00
Deposit	06/19/2019		Independence Com...	Inge GC Sales	1200 · FFS&L-...	7,965.00
Deposit	07/15/2019	237760	Community National...	GC Sales	1200 · FFS&L-...	30.00
Deposit	07/15/2019			GC Sales	1200 · FFS&L-...	50.00
Deposit	08/13/2019			GC Sales	1200 · FFS&L-...	1,040.00
Deposit	09/04/2019			GC Sales	1200 · FFS&L-...	300.00
Deposit	09/13/2019			GC Sales	1200 · FFS&L-...	495.00
Deposit	09/23/2019			GC Sales	1200 · FFS&L-...	650.00
Deposit	11/05/2019			Deposit	1200 · FFS&L-...	185.00
Deposit	11/15/2019			GC Sales	1200 · FFS&L-...	750.00
Deposit	12/06/2019			GC Sales	1200 · FFS&L-...	1,425.00
Deposit	12/11/2019			Deposit	1200 · FFS&L-...	90.00
Deposit	12/11/2019			Deposit	1200 · FFS&L-...	540.00
Deposit	12/11/2019			sales	1200 · FFS&L-...	120.00
Deposit	12/16/2019			GC Sales	1200 · FFS&L-...	175.00
Deposit	12/23/2019	70024	City of Independence	City sales	1200 · FFS&L-...	10,900.00
Deposit	12/23/2019			sales	1200 · FFS&L-...	1,330.00
Deposit	12/26/2019	07173		GC Sales	1200 · FFS&L-...	2,625.00
Deposit	12/26/2019		Square Inc	CC Sales	1200 · FFS&L-...	1,964.35
Deposit	12/26/2019			GC Sales	1200 · FFS&L-...	415.00
Deposit	12/30/2019			sales	1200 · FFS&L-...	255.00
Deposit	12/31/2019	10754	Bill White Real Estate	GC Sales	1200 · FFS&L-...	1,800.00
Deposit	12/31/2019	6934	Independence Main ...	GC Sales	1200 · FFS&L-...	1,600.00
Total 5050 · Sales-Gift Certificates						40,009.35
TOTAL						40,009.35

ORDINANCE NO. A – 1866

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 July 2020.

_____ Mayor

Attest _____ City Clerk

Ordinance #A – 1866
\$ 353,983.91

VENDOR SEQUENCE

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

01-033568 GALAXIE BUSINESS									
I	117838	06/2020 MONTHLY CHARGES	AP		E	6/01/2020	3,446.00 3,446.00	3,446.00CR	
I	117839	06/2020 MNTH BILLING DISPAT	AP		E	6/01/2020	180.50 180.50	180.50CR	
I	117913	PRINTER MAINTENANCE CONTRAC	AP		E	6/03/2020	126.00 126.00	126.00CR	
I	CW-9644	INDY COURTROOM NETWORK	AP		E	6/01/2020	697.50 697.50	697.50CR	
I	CW-9646	AIRPORT FUEL MASTER SELF SE	AP		E	6/01/2020	517.50 517.50	517.50CR	
I	CW-9651	FD DATABASE CORRUPT	AP		E	6/01/2020	135.00 135.00	135.00CR	
I	CW-9653	PD TROUBLESHOOT JERRY LAPTO	AP		E	6/01/2020	45.00 45.00	45.00CR	
I	CW-9655	EMPLOYEE TERM UPDATE EMAIL	AP		E	6/01/2020	22.50 22.50	22.50CR	
I	CW-9662	WIFI CONNECTION ISSUES	AP		E	6/01/2020	135.00 135.00	135.00CR	
I	CW-9663	PRIORITY DISPATCH SOFTWARE	AP		E	6/01/2020	90.00 90.00	90.00CR	
I	CW-9665	COURTROOM LAPTOP	AP		E	6/03/2020	45.00 45.00	45.00CR	
I	CW-9677	CREATE NEW USER - MEGAN R	AP		E	6/08/2020	45.00 45.00	45.00CR	
I	CW-9678	NEW COMPUTER SETUP - MEGAN	AP		E	6/08/2020	45.00 45.00	45.00CR	
I	CW-9680	ONSITE VISIT - LF DISCUSSIO	AP		E	6/15/2020	967.50 967.50	967.50CR	
I	CW-9681	UPDATED ISCSI ON DISPATCH S	AP		E	6/15/2020	967.50 967.50	967.50CR	
I	CW-9682	UPGRADE BUILDING SECURITY	AP		E	6/15/2020	810.00 810.00	810.00CR	

VENDOR SEQUENCE

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

01-033568	GALAXIE BUSINESS (CONT)									
I CW-9683		DECOMISSION SERVERS	AP		E	6/15/2020		540.00 540.00	540.00CR	
I CW-9702		CITY HALL SECURITY VIDEO	AP		E	6/15/2020		45.00 45.00	45.00CR	
I CW-9703		NEW USER - KEENAN FYFE	AP		E	6/15/2020		45.00 45.00	45.00CR	
I CW-9704		FINANCE DEPT INCODE ISSUE	AP		E	6/15/2020		45.00 45.00	45.00CR	
I CW-9719		FIREHOUSE FILE RESTORE	AP		E	6/24/2020		45.00 45.00	45.00CR	
I CW-9720		LASERFICHE LICENSE ISSUE	AP		E	6/24/2020		22.50 22.50	22.50CR	
I CW-9722		MEMORIAL HALL FB LIVESTREAM	AP		E	6/29/2020		697.50 697.50	697.50CR	
I CW-9724		PC REPLACEMENT - DET DEREK	AP		E	6/29/2020		382.50 382.50	382.50CR	
I CW-9725		NEW WORKSTATION - MEGAN R	AP		E	6/29/2020		202.50 202.50	202.50CR	
I CW-9726		LASERFISCHE ISSUES	AP		E	6/29/2020		180.00 180.00	180.00CR	
I CW-9727		RYNAE RAMSEY PC SETUP	AP		E	6/29/2020		180.00 180.00	180.00CR	
I CW-9728		AIRPORT SELF SERV SALES	AP		E	6/29/2020		90.00 90.00	90.00CR	
I CW-9729		PD DEPLOYMENT PREP	AP		E	6/29/2020		90.00 90.00	90.00CR	
I CW-9730		COURT NEW PRINTER SETUP	AP		E	6/29/2020		67.50 67.50	67.50CR	
I CW-9732		O365 EMAIL ENCRYPTION	AP		E	6/29/2020		45.00 45.00	45.00CR	
I CW-9734		LASERFICHE VISITOR PC SETUP	AP		E	6/29/2020		45.00 45.00	45.00CR	

VENDOR SEQUENCE

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

01-033568	GALAXIE BUSINESS (CONT)								
	I CW-9738	LASERFICHE ISSUES - BRIDGET AP			E	6/29/2020	22.50 22.50	22.50CR	
	I CW-9742	INSTALLED WINDOWS REMOTE AD AP			E	6/29/2020	45.00 45.00	45.00CR	
				EFT			11,065.00 11,065.00	11,065.00CR 0.00	0.00

01-036665	JOANNE L SMITH								
	I 07012020	PUBLIC RELATIONS	AP		E	7/01/2020	1,274.38 1,274.38	1,274.38CR	
				EFT			1,274.38 1,274.38	1,274.38CR 0.00	0.00

01-037363	JOSLYN M KUSIAK								
	I 07/2020-STATEMENT	MUNICIPAL COURT JUDGE	AP		E	7/01/2020	1,800.00 1,800.00	1,800.00CR	
				EFT			1,800.00 1,800.00	1,800.00CR 0.00	0.00

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
01	GENERAL FUND	12,014.63CR
08	E-911 - NEW	1,298.00CR
31	AIRPORT	517.50CR
33	WATER/SEWER	92.25CR
53	HOUSING/PENN TERRACE	217.00CR
** TOTALS **		14,139.38CR

----- 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		14,139.38 14,139.38	14,139.38CR 0.00	0.00
NON-CHECKS		0.00 0.00	0.00 0.00	0.00
ALL CHECKS		14,139.38 14,139.38	14,139.38CR 0.00	0.00

TOTAL CHECKS TO PRINT: 0

ERRORS: 0 WARNINGS: 0

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	I-015668	:	R	7/10/2020		240.00CR	072125	240.00
1	I-332248	:	R	7/10/2020		100.00CR	072126	100.00
1	I-REF AMB-BISCHOFF	REFUND AMBULANCE C BISCHOFF	R	7/10/2020		380.89CR	072127	380.89
1	I-REF AMB-PETERSON	REFUND AMBULANCE M PETERSON	R	7/10/2020		31.30CR	072128	31.30
002100	A.W.O.L. I-07/2020-STATEMENT	FUNDING	R	7/10/2020		2,500.00CR	072129	2,500.00
032951	ACCURATE ENVIRONMENTAL I-CF11058	CONTAINERS/ICE CHEST SHIPPING	R	7/10/2020		25.00CR	072130	25.00
019370	AIRGAS USA LLC. I-9102281390	AIRGAS USA LLC.	R	7/10/2020		133.49CR	072131	133.49
036761	ALLSTATE BENEFITS I-JUN 20 CANCER INSU	JUNE 2020 CANCER INSURANCE	R	7/10/2020		36.44CR	072132	36.44
002510	ASHCRAFT TIRE COMPANY INC I- REPAIR I-27898 I-27966 I-28014	ASHCRAFT TIRE COMPANY INC MOWER TIRES INTERSTATE BATTERY O-RING, FLAT REPAIR	R R R R	7/10/2020 7/10/2020 7/10/2020 7/10/2020		20.60CR 165.77CR 332.20CR 142.28CR	072133 072133 072133 072133	660.85
035889	AT&T I-STMT 06.07.2020	JUNE/JULY 2020 TELEPHONE	R	7/10/2020		1,118.26CR	072134	1,118.26
036623	AT&T I-8310005938290 0620 I-8310005938296 0620 I-8310009337616 I-8310009337626 0620	ADI ACCESS CHARGE - JUNE 2020 VOICE OVER IP - JUNE 2020 ADI ACCESS CHARGE - JUNE 2020 VOICE OVER IP - JUNE 2020	R R R R	7/10/2020 7/10/2020 7/10/2020 7/10/2020		2,171.44CR 569.45CR 1,321.99CR 380.22CR	072135 072135 072135 072135	4,443.10
034736	AT&T MOBILITY I-287289769568X0620 I-STMT 06.19.2020	MAY/JUNE 2020 CELL PHONES JUNE/JULY 2020 CELL PHONES	R R	7/10/2020 7/10/2020		2,334.03CR 384.16CR	072136 072136	2,718.19

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
002570	AUTO ZONE							
	I-1605778817	SPARK PLUG	R	7/10/2020		28.72CR	072137	
	I-1605792152	GUAGE HOSE	R	7/10/2020		47.27CR	072137	
	I-1605792416	RADIATOR DRAIN	R	7/10/2020		3.93CR	072137	
	I-1605792495	GASKET PCU JOIN	R	7/10/2020		25.54CR	072137	
	I-1605792576	WELDING SPLS	R	7/10/2020		18.58CR	072137	
	I-1605792838	WIRE CONDUIT, LATEX GLOVES	R	7/10/2020		32.35CR	072137	
	I-1605795880	FIBERGLASS MAT	R	7/10/2020		69.71CR	072137	
	I-1605796463	FIBERGLASS	R	7/10/2020		19.04CR	072137	
	I-1605797479	HOSE FOR TRAIN BRAKES	R	7/10/2020		46.00CR	072137	
	I-1605797550	TRAIN PARTS	R	7/10/2020		22.89CR	072137	
	I-1605798442	AUTO ZONE	R	7/10/2020		7.90CR	072137	
	I-1605799325	RED DUCKBILL ON-OFF	R	7/10/2020		4.87CR	072137	326.80
VOID	VOID CHECK		V	7/10/2020			072138	**VOID**
037126	AUTOZONE, INC							
	I-1605792152	GAUGE AND HOSE REFRIGERANT	R	7/10/2020		47.27CR	072139	47.27
003050	BARCO MUNICIPAL PRODUCTS,							
	I-IN-237277	HANDICAP PARKING SIGN	R	7/10/2020		271.75CR	072140	271.75
037221	BAY BRIDGE ADM, LLC							
	I-JUN 20 HEALTH FLEX	JUNE 20 HEALTH FLEX BENEFITS	R	7/10/2020		806.68CR	072141	806.68
036634	BAY BRIDGE ADMINISTRATORS, LLC							
	I-JUNE 2020 SEC 125	JUNE 2020 SECT 125 BENEFITS	R	7/10/2020		1,704.66CR	072142	1,704.66
003190	BEACHNER GRAIN INC.							
	I-00110738	SALT WATER SOFT PEL 50#	R	7/10/2020		82.50CR	072143	82.50
003460	BOUND TREE MEDICAL LLC							
	I-MEDICAL SUPPLIES	BOUND TREE MEDICAL LLC	R	7/10/2020		107.50CR	072144	107.50
036329	BROMLEY, MATT							
	I-202007023382	BROMLEY, MATT	R	7/10/2020		700.00CR	072145	700.00
034498	CHAMPLIN TIRE RECYCLING, INC.							
	I-134649	DISPOSAL 20.21 TONS OF TIRES	R	7/10/2020		3,839.90CR	072146	3,839.90
032902	CHANDLER OIL, LLC							
	I-123502	HYDRAULIC FLUID 68 BULK	R	7/10/2020		577.50CR	072147	577.50

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
004497	JEFF CHUBB - C/O EMERT I-07/2020-STATEMENT	CITY ATTORNEY'S FEES	R	7/10/2020		4,437.00CR	072148	4,437.00
033027	CINTAS I-5017700724 I-5017700729 I-5017700730 I-5017700731	RESTOCK MEDICINE CABINET RESTOCK MEDICINE CABINET WIPER IBUPROFEN TWEEZERS, WIPES	R R R R	7/10/2020 7/10/2020 7/10/2020 7/10/2020		36.89CR 28.02CR 48.62CR 29.70CR	072149 072149 072149 072149	143.23
004640	CITY OF INDEP-PETTY CASH I-06/20 PETTY CASH	PETTY CASH REIMBURSEMENT	R	7/10/2020		45.31CR	072150	45.31
004645	CITY OF INDEPENDENCE I-202007023384 I-202007023385	WATER BILLS CITY OF INDEPENDENCE	R R	7/10/2020 7/10/2020		4,046.37CR 666.36CR	072151 072151	4,712.73
032159	CJ'S THREADS I-19140 I-19141 I-19142 I-19166 I-19198	CJ'S THREADS CJ'S THREADS CJ'S THREADS STREET DEPT T-SHIRTS METER READER SHIRTS	R R R R R	7/10/2020 7/10/2020 7/10/2020 7/10/2020 7/10/2020		16.50CR 54.00CR 73.90CR 141.00CR 72.00CR	072152 072152 072152 072152 072152	357.40
036325	COBAN TECHNOLOGIES, INC I-32103	EDGE IN-CAR SYSTEM	R	7/10/2020		6,231.00CR	072153	6,231.00
034221	CORE & MAIN I-M493883 I-M494080 I-M499662	VANSTONE FLG SW 5 PVC S80 DPXDP SETTER	R R R	7/10/2020 7/10/2020 7/10/2020		30.87CR 36.51CR 2,026.36CR	072154 072154 072154	2,093.74
005065	CROWN PRODUCTS, INC. OF KANSAS I-3007577	HYDROMETER	R	7/10/2020		104.81CR	072155	104.81
036349	D & A ELECTRICAL SYSTEMS, LLC I-200444	MONTHLY MONITORING FIRE ALARM	R	7/10/2020		64.50CR	072156	64.50
035070	D & F SERVICES, LLC I-4915	CHLORINE RENT, SERV VISIT	R	7/10/2020		745.00CR	072157	745.00
037368	DELTA LIGHTING PRODUCTS, INC I-651057	DELTA LIGHTING PRODUCTS, INC	R	7/10/2020		192.08CR	072158	192.08

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-58336	FUEL INVOICE 06192020	R	7/10/2020		245.02CR	072165	
	I-58337	FUEL	R	7/10/2020		115.22CR	072165	
	I-58340	FUEL	R	7/10/2020		55.99CR	072165	
	I-58350	BLDG D FUEL	R	7/10/2020		17.61CR	072165	
	I-58352	FUEL	R	7/10/2020		194.86CR	072165	
	I-58361	FLEET FUELS, LLC	R	7/10/2020		18.69CR	072165	
	I-58390	FLEET FUELS, LLC	R	7/10/2020		11.98CR	072165	
	I-58405	FLEET FUELS, LLC	R	7/10/2020		287.44CR	072165	
	I-58405A	FLEET FUELS, LLC	R	7/10/2020		316.85CR	072165	
	I-58409	FUEL INVOICE 06262020	R	7/10/2020		272.70CR	072165	
	I-58419	06/26/20 FUEL - STREET	R	7/10/2020		265.87CR	072165	
	I-58429	FUEL	R	7/10/2020		31.71CR	072165	
	I-58431	06/2020 FUEL	R	7/10/2020		618.25CR	072165	
	I-58447	FUEL	R	7/10/2020		200.48CR	072165	
	I-58454	FUEL	R	7/10/2020		80.94CR	072165	
	I-58474	TRUCK/MOW GAS	R	7/10/2020		74.33CR	072165	
	I-58478	FUEL	R	7/10/2020		47.12CR	072165	
	I-58486	FUEL	R	7/10/2020		27.61CR	072165	5,642.14
VOID	VOID CHECK		V	7/10/2020			072166	**VOID**
VOID	VOID CHECK		V	7/10/2020			072167	**VOID**
036925	FOLEY INDUSTRIES INC. I-SS340014123	GENERATOR BELT REPLACEMENT	R	7/10/2020		1,633.84CR	072168	1,633.84
033187	GFS CHEMICALS, INC. I-CINV-054749	ACETATE BUFFER	R	7/10/2020		62.21CR	072169	62.21
009330	GRAINGER							
	I-9543947437	SUMP PUMP FLOAT	R	7/10/2020		174.72CR	072170	
	I-9544651053	BATTERY CHARGER	R	7/10/2020		129.95CR	072170	
	I-9548567081	PIPE EXTENDER	R	7/10/2020		38.00CR	072170	
	I-9550390885	TUBING EYE BOLT	R	7/10/2020		40.09CR	072170	
	I-9551668156	ELBOW SET SCREW	R	7/10/2020		45.79CR	072170	
	I-9557311520	GLOVES	R	7/10/2020		26.70CR	072170	
	I-9565712131	SILICONE SHEET	R	7/10/2020		370.00CR	072170	825.25
010050	HACH COMPANY I-11976809	CHLORINE HR	R	7/10/2020		454.95CR	072171	454.95
033863	LAW OFFICE OF MICHAEL W. I-06232020	HASSENPLUG #20-30031 JASON DARNELL	R	7/10/2020		366.63CR	072172	366.63

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
036233	HAWKINS INC. I-4730812	AQUA HAWK, CHLORINE	R	7/10/2020		1,737.50CR	072173	1,737.50
036558	HOWARDS ELECTRIC L.L.C. I-1627	BID LABOR WATER TREATMENT	R	7/10/2020		1,600.00CR	072174	1,600.00
010440	HUGO'S INDUSTRIAL SUPPLY							
	I-240523	TONER, CLEANING WIPES	R	7/10/2020		340.83CR	072175	
	I-240523.1	DISINFECTING WIPES	R	7/10/2020		16.02CR	072175	
	I-240582	TONER	R	7/10/2020		317.22CR	072175	
	I-240588	BOTTLED WATER	R	7/10/2020		372.96CR	072175	
	I-240609	CUPS, PAPERTOWELS, WIPERS	R	7/10/2020		178.14CR	072175	
	I-240697	CLEANING SUPPLIES	R	7/10/2020		243.16CR	072175	
	I-240811	PAPER TOWEL	R	7/10/2020		38.54CR	072175	
	I-241053	HUGO'S INDUSTRIAL SUPPLY	R	7/10/2020		187.02CR	072175	
	I-241071	HAND SANITIZER	R	7/10/2020		78.57CR	072175	
	I-241086	BRAKE & PART CLEANER, TISSUES	R	7/10/2020		260.46CR	072175	
	I-241100	DISINFECTANT, TISSUE, FLOOR CL	R	7/10/2020		49.53CR	072175	
	I-241213	AIR FRESHENER	R	7/10/2020		19.01CR	072175	
	I-241436	HUGO'S INDUSTRIAL SUPPLY	R	7/10/2020		52.80CR	072175	
	I-241596	JANITOR SUPPLIES	R	7/10/2020		256.45CR	072175	
	I-241642	LEATHER BINDERS	R	7/10/2020		72.96CR	072175	
	I-241845	DISINFECTING WIPES	R	7/10/2020		38.27CR	072175	
	I-241901	VITAL OXIDE	R	7/10/2020		402.69CR	072175	
	I-241956	THERMAL TRANSFER ROLL	R	7/10/2020		67.26CR	072175	
	I-241959	CLEANING SUPPLIES	R	7/10/2020		134.28CR	072175	
	I-241960	PURELL HAND SANITIZER	R	7/10/2020		400.84CR	072175	
	I-241961	PURELL 2L BOTTLE	R	7/10/2020		115.76CR	072175	3,642.77
VOID	VOID CHECK		V	7/10/2020			072176	**VOID**
035788	INDELCO PLASTICS I-INV192081	PVDF TUBING	R	7/10/2020		510.93CR	072177	510.93
011211	INDEPENDENCE FIRE FIGHTER I-09 202006123335	FIRE INSURANCE WITHHELD	R	7/10/2020		98.58CR	072178	98.58
011180	INDEPENDENCE COMMUNITY I-06 202006123335	COMMUNITY CHEST WITHHELD	R	7/10/2020		43.00CR	072179	43.00
033149	INDEPENDENCE FIREMEN'S I-23 202006123335	FUNDING/FIREMEN'S ASSOCIATION	R	7/10/2020		200.00CR	072180	200.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
033777	INDEPENDENCE GUN CLUB I-07/2020-FEE	MAINTENANCE FEE/RIFLE BERM	R	7/10/2020		69.71CR	072181	69.71
032735	INDEPENDENCE HISTORICAL I-07/2020-FUNDING	FUNDING	R	7/10/2020		1,416.67CR	072182	1,416.67
011215	INDEPENDENCE MAIN STREET I-07/2020-STATEMENT	FUNDING FOR INDEP. MAIN STR.	R	7/10/2020		2,083.34CR	072183	2,083.34
011240	INDEPENDENCE OVERHEAD I-44228	HINGES	R	7/10/2020		12.00CR	072184	12.00
011280	INDEPENDENCE USD 446 I-07/2020-STATEMENT	ASH ALLOTMENT	R	7/10/2020		2,000.00CR	072185	2,000.00
037321	INTERNAL REVENUE SERVICE I-TL1202006123335	TAX LEVY	R	7/10/2020		342.03CR	072186	342.03
037366	JOE SMITH COMPANY I-194955-0175964 I-196634-0177794	JOE SMITH COMPANY CONCESSION SUPPLIES	R R	7/10/2020 7/10/2020		383.12CR 251.50CR	072187 072187	634.62
034127	JOPLIN FREIGHTLINER SALES, INC. I-186318 I-59086806	INSTALL RADIO CLAMP KIT	R R	7/10/2020 7/10/2020		1,313.00CR 50.40CR	072188 072188	1,363.40
034193	JRB INDUSTRIES LLC. & I-1-2020	BUILDING DEMO CONTRACT 1-2020	R	7/10/2020		50,500.00CR	072189	50,500.00
037272	KANSAS ONE-CALL SYSTEM, INC I-0050301	MAY LOCATES	R	7/10/2020		155.10CR	072190	155.10
032449	KANSAS PAYMENT CENTER I-W16202006123335 I-W66202006123335 I-W67202006123335	MG3D*00095C/KEITH COPITHKE CS# MG 18DM00183 I - K GINTHER MG19DM0075I-CHRIS FURR	R R R	7/10/2020 7/10/2020 7/10/2020		116.61CR 105.23CR 282.46CR	072191 072191 072191	504.30
013351	KC 24 HOUR TRUCK REPAIR I-INV1971	UNIT #609 - EGR VALVE, INJECT	R	7/10/2020		3,717.15CR	072192	3,717.15
035819	KDHE - BUREAU OF WATER I-M-VE23-0002	WASTEWATER PERMIT M-VE23-0002	R	7/10/2020		370.00CR	072193	370.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
033057	KDOA-OFFICE OF ACCOUNTS AND REPORTS I-06252020	KDOA-OFFICE OF ACCOUNTS AND RE	R	7/10/2020		75.00CR	072194	75.00
036883	LABETTE HEALTH I-18	LABETTE HEALTH	R	7/10/2020		33.83CR	072195	33.83
036657	LABORATORY SALES & SERVICE LLC I-19841	ACETATE BUFFER	R	7/10/2020		162.56CR	072196	162.56
036790	LIFE-ASSIST, INC I-BANDAGES	LIFE-ASSIST, INC	R	7/10/2020		5.85CR	072197	
	I-ELECTRODES	LIFE-ASSIST, INC	R	7/10/2020		406.50CR	072197	
	I-MEDICAL SUPPLIES	LIFE-ASSIST, INC	R	7/10/2020		378.21CR	072197	790.56
037217	MALLORY SAFETY AND SUPPLY, LLC I-4860852	5 SPEAKERS & BATTERIES	R	7/10/2020		678.41CR	072198	678.41
015680	MID CONTINENT BAND I-07/2020-STATEMENT	FUNDING	R	7/10/2020		758.34CR	072199	758.34
034298	MID-AMERICAN RESEARCH I-0700644-IN	THERMO-GUARD GREASE (RED)	R	7/10/2020		97.20CR	072200	
	I-0700984-IN	ROOT CONTROL	R	7/10/2020		281.23CR	072200	378.43
032556	MIDWEST MINERALS, LLC I-397814	GRANDULAR BASE	R	7/10/2020		108.44CR	072201	
	I-434949	GRANDULAR BASE	R	7/10/2020		154.68CR	072201	
	I-436200	GRANDULAR BASE/TYPE E	R	7/10/2020		142.31CR	072201	
	I-436201	GRANDULAR BASE/TYPE E	R	7/10/2020		285.07CR	072201	690.50
033575	MODERN COPY SYSTEMS I-50510	COPY OVERAGES PER AGREEMENT	R	7/10/2020		251.93CR	072202	251.93
034873	MONTGOMERY COUNTY I-202006303381	MONTGOMERY COUNTY CHRONICLE	R	7/10/2020		279.00CR	072203	279.00
036981	MONTGOMERY COUNTY RWD #2 I-01012020 DEC 2019	DEC 2019 METER READINGS	R	7/10/2020		48.00CR	072204	
	I-07012020	JUNE 2020 METER READINGS	R	7/10/2020		48.00CR	072204	96.00
035913	NEWTONS TRUE VALUE I-95932	NEWTONS TRUE VALUE	R	7/10/2020		8.99CR	072205	
	I-C94587	NEW WATER TANK LINES	R	7/10/2020		43.98CR	072205	
	I-C94764	5' IVY CRD PROTECTOR	R	7/10/2020		15.99CR	072205	
	I-C95165	SNACK SHACK - SUPPLIES	R	7/10/2020		38.66CR	072205	
	I-C95460	PVC	R	7/10/2020		10.23CR	072205	
	I-C95484	FOODSAVER BAGS	R	7/10/2020		11.99CR	072205	
	I-C95506	NEWTONS TRUE VALUE	R	7/10/2020		8.58CR	072205	
	I-C95556	BARB INSERT	R	7/10/2020		2.99CR	072205	
	I-C95557	SEAL TAPE	R	7/10/2020		1.29CR	072205	
	I-C95563	FLOURSCENT BULB	R	7/10/2020		20.78CR	072205	
	I-C95625	EXCHANGE - DIAPHRAGM KIT	R	7/10/2020		7.00CR	072205	

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-C95767	NEWTONS TRUE VALUE	R	7/10/2020		10.99CR	072205	
	I-C95887	12OZ BRN ENAMEL	R	7/10/2020		9.98CR	072205	
	I-D156740	GALV NIPPLE, GALV COUPLING	R	7/10/2020		12.47CR	072205	
	I-D156891	SNACK SHACK - HEX BUSHING	R	7/10/2020		11.98CR	072205	
	I-D156949	SNACK SHACK - BASKET STRAINER	R	7/10/2020		8.99CR	072205	
	I-D157969	4000 PSI TRIGGER GUN	R	7/10/2020		24.99CR	072205	
	I-D158048	POWER BLEND	R	7/10/2020		18.99CR	072205	
	I-D158069	GROOVE COUPLING, BALL VALVE	R	7/10/2020		63.98CR	072205	
	I-D158081	GLASSES, BOLT/NUT/WASHER	R	7/10/2020		21.39CR	072205	
	I-D158172	PADLOCK, BROOM, CAULK	R	7/10/2020		57.47CR	072205	
	I-D158218	NEWTONS TRUE VALUE	R	7/10/2020		31.42CR	072205	
	I-D158522	AIR CHUCK, TUBING	R	7/10/2020		34.34CR	072205	
	I-D158562	SPIDER CONTROL	R	7/10/2020		18.99CR	072205	
	I-D158807	URINAL VALVE	R	7/10/2020		147.99CR	072205	
	I-D159463	ROLL TOOL/WHEEL	R	7/10/2020		7.08CR	072205	651.53
VOID	VOID CHECK		V	7/10/2020			072206	**VOID**
VOID	VOID CHECK		V	7/10/2020			072207	**VOID**
034538	APRIL NUTT I-202007023386	APRIL NUTT REIMBURSEMENTS	R	7/10/2020		232.58CR	072208	232.58
018120	O'REILLY AUTO PARTS							
	C-0154-346517	CONVEX MIRRORS	R	7/10/2020		43.96	072209	
	C-0154-346751	RETURN ACP W/GAUGE	R	7/10/2020		95.98	072209	
	I-0154-345362	CONVEX MIRRORS	R	7/10/2020		43.96CR	072209	
	I-0154-346748	ACP W/GAUGE	R	7/10/2020		95.98CR	072209	
	I-0154-346893	MOTOR OIL, DEF	R	7/10/2020		100.87CR	072209	
	I-0154-347920	OIL FILTER	R	7/10/2020		4.04CR	072209	
	I-0154-348663	BLUE DEF, HYD FLUID	R	7/10/2020		78.98CR	072209	
	I-0154-348826	DEF	R	7/10/2020		43.96CR	072209	227.85
027225	OIL PATCH PUMP & SUPPLY INC.							
	I-215512	KAMLOCK ADAPTER	R	7/10/2020		7.53CR	072210	
	I-215577	KAMLOCK ADAPTER	R	7/10/2020		12.53CR	072210	20.06
036608	ONE STOP PACK N SHIP							
	I-29024	SHIPPING OF COBAN MATERIAL	R	7/10/2020		94.08CR	072211	
	I-MAY POSTAGE	MAY POSTAGE	R	7/10/2020		89.75CR	072211	183.83
032859	PACE ANALYTICAL SERVICES,							
	I-2060107845	SUPPLIES	R	7/10/2020		420.00CR	072212	
	I-2060108091	SUPPLIES	R	7/10/2020		180.00CR	072212	
	I-2060108230	SUPPLIES	R	7/10/2020		285.00CR	072212	885.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
037174	PRAIRIELAND PARTNERS							
	I-10242506	SD POLYUREA, FILTERS	R	7/10/2020		61.35CR	072213	
	I-10261086	SD POLYUREA	R	7/10/2020		44.10CR	072213	
	I-10265697	OIL, FILTER, SOCKET, ANTENNA	R	7/10/2020		176.33CR	072213	
	I-10280338	UNIVERSAL JOINT YOKE	R	7/10/2020		375.04CR	072213	656.82
032887	PROFESSIONAL ENGINEERING							
	I-522494	PROJECT 170498-000	R	7/10/2020		353.75CR	072214	353.75
033404	QUALITY MOTORS							
	I-223800	QUALITY MOTORS	R	7/10/2020		166.47CR	072215	166.47
035995	RED MUNICIPAL & INDUSTRIAL EQUIPMENT CO							
	I-13550	ROTARY JOINT 90 DEG	R	7/10/2020		289.38CR	072216	
	I-13553	1 1/4" HEX NIPPLE	R	7/10/2020		27.32CR	072216	316.70
021300	RESOURCE RECOVERY DIV 4392							
	I-4392-000007668	06/2020 MONTHLY FEE	R	7/10/2020		11,485.08CR	072217	11,485.08
037134	RINCKS PLUMBING							
	I-5477	JIM MCMINN 50% PYMT	R	7/10/2020		1,250.00CR	072218	1,250.00
036137	ROMANS OUTDOOR POWER							
	I-IC117565	WWTP MWR BLD	R	7/10/2020		84.09CR	072219	84.09
033605	SANDBAGGER GOLF CARS							
	I-15537	60" HI LIFT FUSION	R	7/10/2020		80.10CR	072220	
	I-15655	BLADE DRIVE PULLEY	R	7/10/2020		44.65CR	072220	
	I-23573	72" DECK BELT	R	7/10/2020		87.20CR	072220	
	I-23653	HYDRO FILTER, OIL, OIL CHANGE	R	7/10/2020		257.10CR	072220	469.05
022110	SAYERS ACE HARDWARE INC.							
	I-045961	WATER/RESIN KIT	R	7/10/2020		26.97CR	072221	
	I-046254	DRILL BITS/TORCH HEAD/MAP PRO	R	7/10/2020		67.96CR	072221	
	I-38900	BALLCOCK 9-14"	R	7/10/2020		47.94CR	072221	
	I-45791	PAINT BRUSH	R	7/10/2020		6.99CR	072221	
	I-K55930	KITCHEN BAGS/BATTERY/TAP GRND	R	7/10/2020		319.47CR	072221	
	I-K56036	PIPE	R	7/10/2020		15.94CR	072221	
	I-L45922	KITCHEN FCT/FLUSH VALVE	R	7/10/2020		53.96CR	072221	
	I-L46123	PVC 4" 5"	R	7/10/2020		15.16CR	072221	554.39
022222	SEK CONSTRUCTION							
	I-3090	UMBRELLA POLE AT AQUATIC CENT	R	7/10/2020		835.00CR	072222	835.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
037117	SERVICE PRO OF INDEPENDENCE							
	I-94044	2017 FORD TIRE PATCH	R	7/10/2020		17.99CR	072223	
	I-94101	2016 FORD SERVICE	R	7/10/2020		58.48CR	072223	
	I-94135	2006 FORD F150 FULL SERVICE	R	7/10/2020		101.96CR	072223	
	I-94179	SERVICE PRO OF INDEPENDENCE	R	7/10/2020		119.94CR	072223	298.37
036563	SHRED-IT USA, LLC							
	I-8129901674	SHREDDING SERVICE	R	7/10/2020		214.72CR	072224	214.72
033887	SMC ELECTRIC SUPPLY							
	I-51070757-00	FUSE	R	7/10/2020		59.00CR	072225	59.00
032440	STAPLES CREDIT PLAN							
	I-202006183339	STAPLES	R	7/10/2020		1,137.92CR	072226	
	I-202006183340	STAPLES	R	7/10/2020		82.96CR	072226	1,220.88
032898	STERICYCLE, INC.							
	I-4009411533	COMPLIANCE SOLUTION	R	7/10/2020		2,183.70CR	072227	2,183.70
022900	SUNDOWNER TROPHIES							
	I-202006303380	SUNDOWNER TROPHIES	R	7/10/2020		104.70CR	072228	104.70
037100	TBS ELECTRONICS, INC							
	I-202006293348	2 WIRELESS HEADSET INTERFACE	R	7/10/2020		807.46CR	072229	807.46
026090	THE VICTOR L. PHILLIPS							
	I-PSO026375-1	KIT, SEALS, FREIGHT	R	7/10/2020		91.35CR	072230	91.35
034515	TIDY WHITIE'S LAUNDROMAT							
	I-24083	WASH AND FOLD	R	7/10/2020		13.50CR	072231	13.50
032956	TLC GROUNDSKEEPING, INC.							
	I-15740	2020 ANNUAL PRIDE SIGN MAINT	R	7/10/2020		500.00CR	072232	
	I-16795	15 LBS HERBICIDE GRANULAR	R	7/10/2020		59.85CR	072232	559.85
037344	TXSDU							
	I-W68202006123335	001324355715CS0446- J L WOOD	R	7/10/2020		148.15CR	072233	148.15
036895	TY LUPARDUS							
	I-EXP06272020	DOG FOOD FOR PAX	R	7/10/2020		25.17CR	072234	25.17
035242	ULINE SHIPPING SUPPLY SPECIALISTS							
	I-120928269	ULINE SHIPPING SUPPLY SPECIALI	R	7/10/2020		262.31CR	072235	262.31

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
037367	VENDNOVATION, LLC							
	I-2020-2021 SUPPORT	VENDNOVATION, LLC	R	7/10/2020		1,200.00CR	072236	1,200.00
026097	VOLZ WELDING AND MACHINE							
	I-12989	REPAIRS LAWN MOWER TRAILER	R	7/10/2020		363.80CR	072237	
	I-12993	REPAIR BUMPER ON #603	R	7/10/2020		100.00CR	072237	
	I-12999	WELD CRACK IN SWEEP FLOOR	R	7/10/2020		134.14CR	072237	
	I-13002	PARTS FOR CITY WATER PARK UMBR	R	7/10/2020		949.00CR	072237	
	I-13005	REMOVE OUT RIGGER CYLINDER	R	7/10/2020		225.00CR	072237	1,771.94
027530	WOODS LUMBER COMPANY							
	I-397802	DENATURED ALCOHOL	R	7/10/2020		6.99CR	072238	
	I-398003	PVC PIPE	R	7/10/2020		5.99CR	072238	
	I-398136	ROOF CEMENT	R	7/10/2020		25.98CR	072238	
	I-398252	KEYS, ENTRY LEVER	R	7/10/2020		64.93CR	072238	
	I-398297	DEEP WOODS OFF	R	7/10/2020		12.98CR	072238	
	I-398752	NUTS BOLTS SCREWS	R	7/10/2020		30.79CR	072238	
	I-398827	D BATTERIES	R	7/10/2020		21.98CR	072238	
	I-398859	DRYLOK FAST PLUG	R	7/10/2020		16.99CR	072238	
	I-398960	SNACK SHACK, MINI GOLF	R	7/10/2020		22.46CR	072238	
	I-398983	GROUND SUPPLIES	R	7/10/2020		67.46CR	072238	
	I-399075	CONCRETE MIX	R	7/10/2020		9.00CR	072238	
	I-399174	TRENCHER RENTAL	R	7/10/2020		1,000.00CR	072238	
	I-399232	PVC PIPE	R	7/10/2020		12.26CR	072238	
	I-399449	CHAIN SNAP, SHOCKSTRAP	R	7/10/2020		22.97CR	072238	
	I-399581	PVC CLEANOUT	R	7/10/2020		3.99CR	072238	
	I-399591	PISTOL NOZZLE, DRAIN OPENER	R	7/10/2020		30.97CR	072238	
	I-399690	BRASS BUSHING RED	R	7/10/2020		4.29CR	072238	
	I-399713	PVC PIPE	R	7/10/2020		9.26CR	072238	
	I-399724	PLIERS	R	7/10/2020		30.98CR	072238	
	I-399980	DEEP WOODS OFF, PADLOCK	R	7/10/2020		25.97CR	072238	
	I-400192	RENTAL EQUIP PLAYGROUND PROJ	R	7/10/2020		193.90CR	072238	
	I-400864	NUTS BOLTS SCREWS	R	7/10/2020		1.38CR	072238	
	I-400929	NUTS BOLTS	R	7/10/2020		8.47CR	072238	
	I-400950	BALL VALVE, HOSE CONNECT	R	7/10/2020		49.97CR	072238	
	I-401077	WOODS LUMBER COMPANY	R	7/10/2020		63.98CR	072238	
	I-401279	NYLON ROPE	R	7/10/2020		10.99CR	072238	
	I-401454	LUBRICANT, FLAME STARTER	R	7/10/2020		42.48CR	072238	1,797.41
VOID	VOID CHECK		V	7/10/2020			072239	**VOID**
VOID	VOID CHECK		V	7/10/2020			072240	**VOID**

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
037362	WYOMING CHILD SUPPORT I-W70202006123335	19KS-12DM09 234135 J WOOD	R	7/10/2020		207.69CR	072241	207.69

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	109	0.00	174,475.81	174,475.81
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:	8	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:	117	0.00	174,475.81	174,475.81

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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

FUND	PERIOD	AMOUNT
01	7/2020	57,344.42CR
08	7/2020	807.46CR
10	7/2020	353.75CR
13	7/2020	500.00CR
31	7/2020	948.13CR
33	7/2020	20,817.23CR
37	7/2020	32,905.38CR
44	7/2020	2,000.00CR
46	7/2020	50,500.00CR
49	7/2020	939.42CR
51	7/2020	700.00CR
53	7/2020	4,947.69CR
54	7/2020	494.36CR
55	7/2020	192.06CR
56	7/2020	842.79CR
57	7/2020	90.46CR
64	7/2020	67.49CR
78	7/2020	25.17CR
=====		
ALL		174,475.81CR

*** DRAFT/OTHER LISTING ***

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
032014		INTERNAL REVENUE SERVICE						
	I-T1 202006123335	FEDERAL INCOME TAX WITHHELD	D	6/15/2020		16,027.50	000000	
	I-T3 202006123335	FICA WITHHELD	D	6/15/2020		23,877.94	000000	
	I-T4 202006123335	MEDICARE WITHHELD	D	6/15/2020		5,584.26	000000	45,489.70
032008		KPERS						
	I-01 202006123335	KPERS WITHHELD	D	6/16/2020		10,513.96	000000	
	I-28 202006123335	KPERS WITHHELD	D	6/16/2020		20,000.70	000000	30,514.66
013350		KANSAS WITHHOLDING TAX						
	I-T2 202006123335	KANSAS STATE INCOME TAC	D	6/18/2020		7,351.57	000000	7,351.57

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	83,355.93	83,355.93
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	3	0.00	83,355.93	83,355.93

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	83,355.93	83,355.93
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	83,355.93	83,355.93

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	6/2020	60,190.63CR
31	6/2020	1,145.77CR
33	6/2020	13,479.38CR
37	6/2020	3,478.71CR
53	6/2020	5,061.44CR
=====		
ALL		83,355.93CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 24014 Payroll Entries 06/26/202

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

BANK: AP Community National Bank

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
032014		INTERNAL REVENUE SERVICE						
	I-T1 202006243346	FEDERAL INCOME TAX WITHHELD	D	6/29/2020		15,418.77	000000	
	I-T3 202006243346	FICA WITHHELD	D	6/29/2020		23,404.86	000000	
	I-T4 202006243346	MEDICARE WITHHELD	D	6/29/2020		5,473.74	000000	44,297.37
032008		KPERS						
	I-01 202006243346	KPERS WITHHELD	D	6/30/2020		10,642.19	000000	
	I-02 202006243346	OPTIONAL GROUP LIFE INSURANCE	D	6/30/2020		179.89	000000	
	I-25 202006243346	OPTIONAL GROUP LIFE/C	D	6/30/2020		392.01	000000	
	I-28 202006243346	KPERS WITHHELD	D	6/30/2020		19,291.82	000000	
	I-36 202006243346	OGLI - SPOUSE	D	6/30/2020		117.10	000000	
	I-62 202006243346	OGLI - CHILD	D	6/30/2020		8.80	000000	30,631.81
013350		KANSAS WITHHOLDING TAX						
	I-T2 202006243346	KANSAS STATE INCOME TAC	D	7/03/2020		7,083.61	000000	7,083.61

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	82,012.79	82,012.79
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	3	0.00	82,012.79	82,012.79

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	82,012.79	82,012.79
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	82,012.79	82,012.79

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	6/2020	53,231.12CR
01	7/2020	5,001.45CR
31	6/2020	1,223.78CR
31	7/2020	105.57CR
33	6/2020	12,392.69CR
33	7/2020	1,244.42CR
37	6/2020	3,349.90CR
37	7/2020	280.73CR
53	6/2020	4,731.69CR
53	7/2020	451.44CR
=====		
ALL		82,012.79CR

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

ORDINANCE NO. P – 1839

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 9th day of July 2020.

_____ Mayor

Attest: _____ City Clerk

Ordinance # P – 1839

\$ 130,153.75



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 9, 2020

Department Administration

Director Approval *Kelly Passauer*

AGENDA ITEM Consider a request from Main Street to authorize blocking the 200 block of North Penn from Myrtle to Laurel on the First Thursday of each month from August 6th to September 3rd from 5 – 8 PM.

SUMMARY RECOMMENDATION Staff recommends the City Commission approve blocking North Penn from Myrtle to Laurel on the First Thursday of each month from August 6th to September 3rd from 5 – 8 PM.

BACKGROUND Tabatha Snodgrass representing Independence Main Street has requested to block the 200 block of North Penn from Myrtle to Laurel on the First Thursday of each month from August 6th to September 3rd, 2020 from 5 – 8 PM.

BUDGET IMPACT There is no anticipated budget impact.

SUGGESTED MOTION I move to approve the closure of North Penn from Myrtle to Laurel on the First Thursday of each month from August 6th to September 3rd, 2020 from 5 – 8 PM.

SUPPORTING DOCUMENTS Request from Main Street

From: [Independence Main Street](#)
To: [Kelly Passauer](#)
Subject: First Thursday
Date: Monday, June 08, 2020 4:00:32 PM

Kelly,

Independence Main Street is in the process of planning our 3rd year of First Thursdays in downtown Independence. With COVID19 we are getting a late start and will be hosting only the months of August and September for 2020. We are requesting the commission let us block off the 200 Block of North Penn from Myrtle Street to Laurel Street on August 6th and September 3rd from 5:00 PM-8:00 PM. We will be bringing in no more than 3 food trucks, vendors and artist to set up. First Thursday are a family friendly event that continues to grow every year.

We look forward to resuming May – September in 2021.

Thank you,

Tabatha

Tabatha Snodgrass, Executive Director
Independence Main Street
P.O. Box 611 ~ 109 E. Main St.
Independence, KS. 67301
Office: 620-331-2300
Cell Phone: 620-330-1415
www.independencemainstreet.com



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 9, 2020

Department Park & Zoo

Director Approval Barbara Beurskens

AGENDA ITEM Consider approval of blocking off the Park Oval just North of Well’s Drive on the East Side and South of the Playground Restrooms on the West Side for Indy Goes Back to School Event between 4:30 p.m. to 7:30 p.m. on Tuesday, August 11th, 2020.

SUMMARY RECOMMENDATION Approve Request

BACKGROUND Each year USD #446 has Indy Goes Back to School Event at the Park. In the past they have used the oval area or had a pool party. Indy Goes Back to School is an event that is designed to instill excitement in parents and student about the start of the school year. It is well attended. They also utilize this event to make connections between parents and community organizations that support families and children.

BUDGET IMPACT Increase in janitorial supplies.

SUGGESTED MOTION I move to approve the request from USD#446 to block off the Oval as requested on August 11th from 4:30 p.m. to 7:30 p.m. for the Indy Goes Back to School Event.

SUPPORTING DOCUMENTS

1. Park Activity Application Request
2. Activity Map

City of Independence
Park Activity Application

Event Date: Tuesday, August 11 Time: Start 4:30PM Ending 7:30PM Size of Group 1000

Type of Event: Concert : _____ Display: _____ Exhibit: _____ Other Indy Goes Back to School

Individual/Business/ Organization: USD 446, Independence Public Schools

Individual/Business Address: 517 N. 10th Street, Independence, KS 67301

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 120 N. 6th Street, Independence, KS 67301 620-332-2500 for the proper form.

If not for profit complete the following:

Contact Person: Kellie Puderbaugh Phone Number: 620-332-1800

Are you renting a building: yes, band shell and concession house

Please describe your event: Indy Goes Back to School is a celebration for students in Independence sponsored in part by the Independence 446 Education Foundation.

Area of the park you are planning on using: Oval, all of the covered picnic areas, the school house covered picnic area, the concession house and the band shell.

Services Needed: Barricades Yes No If yes, provide a map for placement (just blocking off the oval from cars)

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: _____

Electricity Yes No If so provide the location. Concession House,

Bandshell

Trash Containers Needed: yes, in and around the picnic and concession house area

Special Arrangements: _____

Police, EMS or Fire Department Needed: Yes No If yes, please provide details. _____

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:

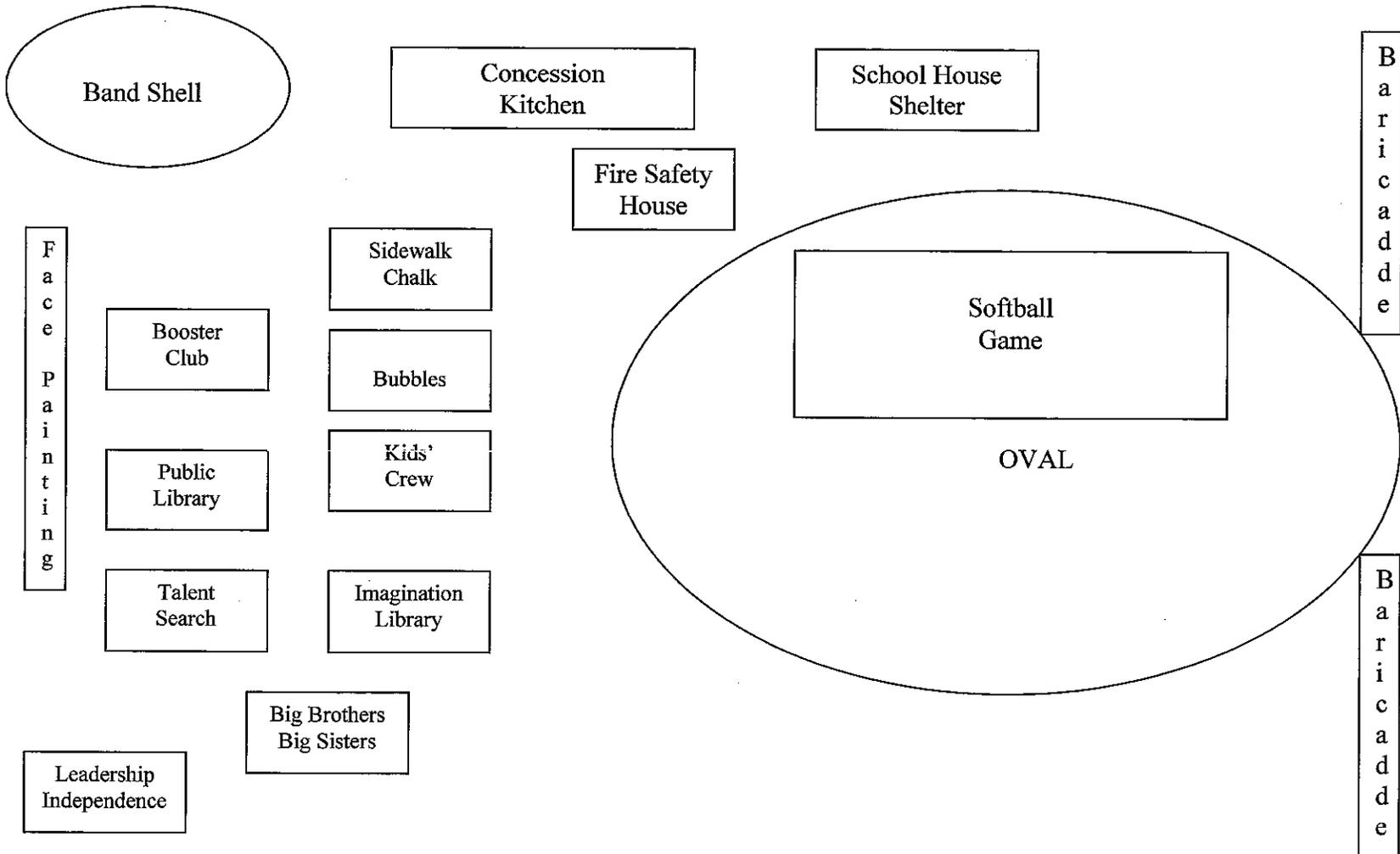


Date: 6/30/2020

Approved by: _____

Date: _____

Indy Goes Back to School - Riverside Park Oval
Tuesday, August 11, 5-7PM





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 9, 2020

Department Police

Director Approval Chief Jerry Harrison

AGENDA ITEM Consider a request from the Chamber of Commerce to block Pennsylvania Avenue from the south edge of the parking lot located at 125 N. Pennsylvania Ave (Community National Bank and Trust) north to the south edge of Myrtle from 5:00 pm to 11:30 pm on August 29th and September 26th, for the purpose of hosting Downtown Movie Nights.

SUMMARY RECOMMENDATION Lisa Wilson with the Chamber of Commerce requests Pennsylvania Avenue be blocked from Main north to the Community National Bank & Trust driveway on the east side of Penn.

BACKGROUND In an effort to promote Downtown Independence the Chamber of Commerce hosts Downtown Movie Nights with assistance from local sponsors. Local eateries and other businesses offer specials to help bring people to our downtown for these events. Downtown Movie Night is typically held on the last Saturday of every month from June to September. Lisa Wilson has requested authorization to block the street on Saturdays, August 29th & September 26th, 2020, for these events. Everything is free and there is popcorn, face painting, photo opportunities, and community engagement opportunities for police and fire personnel.

Traditionally Pennsylvania Ave. is blocked from the south edge of the parking lot located at 125 N. Pennsylvania Ave (Community National Bank and Trust) north to the south edge of Myrtle. Organizers will leave enough of the northbound lane open to allow access to the ATM at CNB&T's drive through branch. This allows for events to be held in the street prior to the movie showing. This set up allows police, fire, and EMS vehicles to be on display and allows for first responders to safely respond to emergencies if needed.

BUDGET IMPACT No foreseen budget impact

SUGGESTED MOTION I move to authorize Lisa Wilson with the Chamber of Commerce to block Pennsylvania Avenue from the south edge of the parking lot located at 125 N. Pennsylvania Ave (Community National Bank and Trust) north to the south edge of Myrtle from 5:00 pm to 11:30 pm on August 29th and September 26th, for the purpose of hosting Downtown Movie Nights.

SUPPORTING DOCUMENTS Aerial

MYRTLE

PENNSYLV

MYRTLE

125

COMMUNITY NATIONAL BANK & TRUST

117
BEURSKENS-EVERITT, JENNIFER M; EVERITT, JARED G

124

COMMUNITY NATIONAL BANK & TRUST

DEWLIN-D

114





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 9, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider an agreement with TranSystems for engineering services relating to an EDA Grant Application for Whiskey Creek Drainage Improvements from Sycamore to the Union Pacific Railroad.

SUMMARY RECOMMENDATION Authorize engineering agreement.

BACKGROUND On May 28, 2020 the City Commission authorized City staff to solicit qualifications for engineering services. On June 25, 2020 the City Commission selected TranSystems to perform such services. TranSystems has prepared an engineering agreement and wishes to highlight the following:

1. The preliminary engineering report (PER) is being prepared at no cost to the City.
2. Paragraph 4 of Page 1 states that the contract shall be null and void if the EDA grant is not received. If the City wants to move forward with the project with other funding, the contact can be voided or re-negotiated.
3. The fee for Design is \$72,000 and the fee for inspection is \$110,000. They are based on the scope of work for the construction cost estimate that is attached. The attached cost estimate is what will be in the PER.

BUDGET IMPACT 20% of the total project plus any additional costs not covered by the grant.

SUGGESTED MOTION I move to authorize an agreement with TranSystems for engineering services relating to an EDA Grant Application for Whiskey Creek Drainage Improvements from Sycamore to the Union Pacific Railroad, subject to the City Attorney's approval.

SUPPORTING DOCUMENTS

1. Opinion of Probable Construction Cost
2. Proposed agreement with TranSystems

**Opinion of Probable Construction Cost
 City of Independence
 Whiskey Creek Improvements: Sycamore to Railroad
 Replace culvert at Sycamore and 20th. Remove existing clay pipes.**

ITEM NO.	PARTICIPATING BID ITEM	UNIT	UNIT BID PRICE	QUANTITY	COST
1	Contractor Construction Staking	LSUM	\$20,000.00	1.0	\$ 10,000.00
2	Mobilization	LSUM	\$80,000.00	1.0	\$ 80,000.00
3	Clearing & Grubbing	LSUM	\$5,000.00	1.0	\$ 5,000.00
6	Removal of existing structures	LSUM	\$25,000.00	1.0	\$ 25,000.00
7	Common Excavation	C.Y.	\$20.00	8000.0	\$ 160,000.00
9	HMA Commercial Grade (Class A)	TON	\$90.00	800.0	\$ 72,000.00
10	Concret Box Culvert at Sycamore	LSUM	\$95,000.00	1.0	\$ 95,000.00
11	Concrete Box Culvert at 20th	LSUM	\$110,000.00	1.0	\$ 110,000.00
13	Aggregate Base (AB-3)(6")	S.Y.	\$9.00	2000.0	\$ 18,000.00
14	Geotextile Fabric	SY	\$4.00	2000.0	\$ 8,000.00
15	15" Diameter RCP	L.F.	\$45.00	200.0	\$ 9,000.00
21	Inlet (Type 22)(Cast-in-Place)	EA	\$6,000.00	2.0	\$ 12,000.00
	Grading and Rip Rap at Railroad	LSUM	\$55,000.00	1.0	\$ 55,000.00
22	Project Sign	EA	\$500.00	1.0	\$ 500.00
23	Temporary Inlet Sediment Barrier	EA	\$50.00	2.0	\$ 100.00
24	Temporary Seeding	LSUM	\$1,750.00	1.0	\$ 1,750.00
25	Seeding	LSUM	\$5,000.00	1.0	\$ 5,000.00
26	Traffic Control	LSUM	\$5,000.00	1.0	\$ 5,000.00
27	Permanent Striping and Signing	LSUM	\$50.00	1.0	\$ 50.00

Construction \$ 671,400.00
Design \$ 72,000.00
Inspection \$ 110,000.00
Estimated Total \$ 853,400.00

- Remove existing clay pipe storm sewer. Replace with over width channel
- Construct precast box culverts at Sycamore and 20th
 Grading and rock blanket at railroad

**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:

Whiskey Creek EDA Projects: Sycamore Street to Union Pacific Railroad.

Whereas CLIENT desires to engage TRANSYSTEMS to provided and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement. **This Agreement shall be Null and Void if an EDA Grant is not received within 1 year of the date of the execution of the Agreement. If it mutually agreeable to both parties, the scope and fee of the Agreement may be amended if other funding is obtained for the project.**

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

**SECTION 1
BASIC SERVICES OF TRANSYSTEMS**

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

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

**SECTION 2
ADDITIONAL SERVICES OF TRANSYSTEMS**

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

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

Section 2.2 Changes in the Services.

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

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

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

SECTION 3 CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

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

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

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

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

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:

TranSystems will complete the Preliminary Engineering Report (PER) at not charge to the City. This PER is a requirement for the grant application, and is basically a reiteration of past technical knowledge obtained by TranSystems through previous projects for the City on Whiskey Creek.

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 \$72,000.

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 \$110,000.

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

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

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

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

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

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

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

Section 5.5 Other Provisions Concerning Payments.

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

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

demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

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

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

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

SECTION 6 OPINIONS OF COST AND SCHEDULE

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

SECTION 7 GENERAL CONSIDERATIONS

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

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

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

Section 7.3 Delivery of Electronic Files. In the event that CLIENT requests any electronic deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

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

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

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

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

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

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

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

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

Section 7.6 Insurance.

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

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

Section 7.6.2 Client Insurance. If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the

Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TranSystems Indemnification.

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

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

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

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

Section 7.7.6 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 7.7.7 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 total compensation received by TRANSYSTEMS under this Agreement or the limits of any professional liability requirements set forth in Section 7.6.1(e) whichever is less.

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

Section 7.8 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, the prevailing party in any such action shall be entitled to recover from the other such attorneys' fees and costs of collection as the prevailing party may expend or incur with respect thereto. In the event that a settlement is reached between the parties before a final decision in any such litigation or arbitration, then neither party shall be entitled to recover its attorneys fees or costs from the other and neither party shall be responsible for the other party's attorney's fees or costs, unless otherwise agreed by the parties.

Section 8.6 Disputes. In the event a dispute arises between TRANSYSTEMS and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by TRANSYSTEMS, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8,5 above) and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Kansas and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Montgomery County, Kansas.

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

Section 8.7 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

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

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

If to CLIENT:

Ms. Kelly Passauer
Assistant City Manager
City of Independence

If to TRANSYSTEMS:

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

:

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

Section 8.10 Interpretation.

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

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

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

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to

negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

Section 8.11 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

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

Section 8.12 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

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

City of Independence, Kansas

TranSystems

By: _____

By _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

EXHIBIT "A" Basic Services

Background: TranSystems previously assisted the City by preparing a Hydraulic and Hydrologic report for improvements to Whiskey Creek. This H&H study identified several potential project for improvement. One such project is identified in the accompanying figure "Sycamore Street Channel Exhibit.". The City now plans to apply for an Economic Development Grant to fund this project. It is understood that the EDA may require some changes to the proposed project to qualify for funding. Any changes in the project will require approval from the City. The professional services for this project are divided into three parts: 1) Preliminary Engineering Report 2) Design and 3) Construction Engineering and Inspection. These are discussed in more detail in the following:

1. Preliminary Engineer Report:

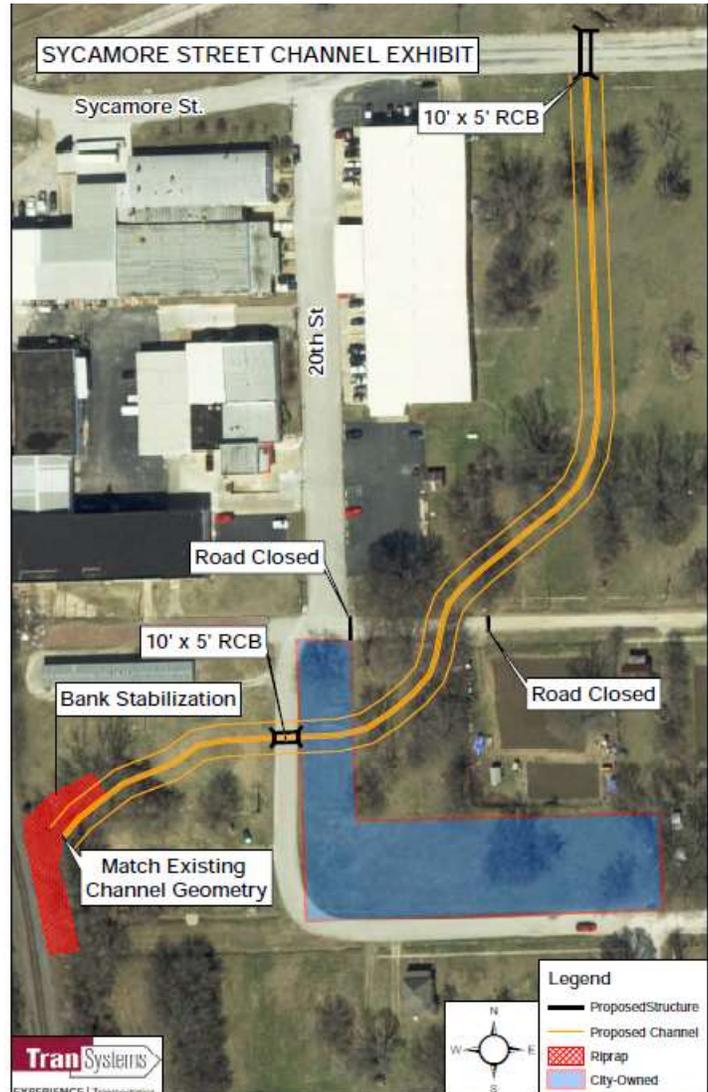
A PER is required by the EDA as one of the first steps in the grant application process. TranSystems will prepare a PER in accordance with the required standards, as provided by the City's Grant Administrator. The PER will include a concept drawing and a preliminary cost estimate. TranSystems will not charge fees for this PER.

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: A topographic survey will be conducted of the project area. It is assumed that the City has existing easements for the existing channel. A boundary survey (1) will be prepared for the location chosen for detention. If adequate existing easements do not exist for the Channel, additional survey and easement writing will be needed and may be completed by others as not a part of this contract, or negotiated with the City. Negotiations for obtaining easements are not included as part of this contract.

2.2 Plan Preparation and Permitting: Plans will be prepared for the proposed improvements. It is anticipated that a USACE 404 permit will be required, as well as a KDA Stream Channel modification permit. TranSystems will assist the City in obtaining these permits, as well as the local Flood Plain Development permit. Obtaining a LOMR from FEMA is not included in these services. Plans will be reviewed and approved by the City, EDA and the Union Pacific Railroad. Plans will include a plan view, profiles, cross sections and details as needed.



2.3 Contract Documents and Specifications: A set of contract documents and specifications will be prepared. It is anticipated that this will consist of a combination of City Standards and EDA 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 130 consecutive calendar days.

SCHEDULE "1"
TRANSYSTEMS' Schedule of Rates and Expenses

TranSystems Corporation
Schedule of Hourly Rates for 2020
Independence Office

Classification	Rate	Classification	Rate
Administrative II	\$89.00	Planner I	\$91.00
Architect II	\$97.00	Planner II	\$93.00
Architect IV	\$236.00	Planner III	\$142.00
Construction Services I	\$60.00	Planner IV	\$253.00
Construction Services II	\$75.00	Surveyor I	\$58.00
Construction Services III	\$110.00	Surveyor II	\$78.00
Construction Services IV	\$165.00	Surveyor III	\$99.00
Construction Services V	\$225.00	Surveyor IV	\$113.00
Engineer I	\$93.00	Surveyor V	\$165.00
Engineer II	\$118.00	Scientist II	\$102.00
Engineer III	\$160.00	Technician I	\$80.00
Engineer IV	\$268.00	Technician II	\$84.00
Engineer V	\$361.00	Technician III	\$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
July 9, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider an Administration Agreement with Southeast Kansas Regional Planning Commission to prepare the application and provide administrative services for the EDA grant for Whiskey Creek Drainage Improvements from Sycamore to the Union Pacific Railroad.

SUMMARY RECOMMENDATION Authorize administration agreement.

BACKGROUND The City Commission previously authorized staff to pursue an EDA grant for Whiskey Creek Drainage Improvements that would reduce potential flooding of businesses. Although the disaster funding will likely have been exhausted, there is a potential for a second round. Even if the disaster funds are exhausted, this could then be rolled over into the Fall EDA funding round of their regular program.

The Whiskey Creek drainage improvement project was developed due to the repeated occurrences of flooding in that area. Specific instances of water entering the nearby businesses have occurred. Due to the impact on the businesses, this project is eligible for application to the EDA Disaster Assistance program. EDA grant administration services would be needed if the project is awarded. The Southeast Kansas Regional Planning Commission will prepare the application for free and, if awarded, the grant would pay for the grant administration fees. If the grant is not awarded the contract is null and void. This will show “project readiness” by having the required professional services (engineer/administration) hired and ready to go once the project is awarded.

BUDGET IMPACT Administration fees would be paid from grant funds.

SUGGESTED MOTION I move to authorize an agreement with Southeast Kansas Regional Planning Commission to prepare the application and provide administrative services for the EDA grant for Whiskey Creek Drainage Improvements from Sycamore to the Union Pacific Railroad, subject to the City Attorney’s approval.

SUPPORTING DOCUMENTS Proposed agreement with Southeast Kansas Regional Planning Commission

**AGREEMENT FOR ADMINISTRATIVE CONSULTING SERVICES
FOR A 2020 ECONOMIC DEVELOPMENT ADMINISTRATION
GRANT PROJECT FOR DRAINAGE IMPROVEMENTS
(EDA PROJECT NO. TBD)**

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

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

WHEREAS, the project is being funded in part by a 2020 Economic Development Grant (EDA), awarded on TBD.

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

1. UTILIZATION OF EDA FUNDS

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

II. TERMINATION OF CONTRACT

A. WITHOUT CAUSE

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

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

B. FOR CAUSE

Termination for cause shall mean:

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

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

attorney's fee.

C. AFTER TERMINATION

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

III. CHANGES

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

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

IV. PERSONNEL AND ASSIGNABILITY

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

V. SERVICES PROVIDED BY THE ADMINISTRATIVE CONSULTANT

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

A. GRANT AWARD

- 1. Provide assistance with the execution and required documents associated with the EDA contractual grant agreement with the City.
- 2. Assist the City in the preparation of the Financial Management Checklist and Signature Forms.
- 3. Prepare the Project Budget.
- 4. Prepare any other documents that EDA may require from time to time.

B. ENVIRONMENTAL

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

C. PRECONSTRUCTION

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

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

D. CONSTRUCTION

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

E. CLOSE-OUT

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

VI. RECORDS AND AUDITS

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

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

The City will be responsible for having the records audited by a Certified Public Accountant at the completion of the project. The expense for this audit will be a responsibility of the City. At the discretion of the City, the Administrative

Consultant will assist the City in procuring auditing services and with preparing the agreement for such services.

VII. COMPLIANCE WITH LAWS

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

A. EXECUTIVE ORDER 11246, AS AMENDED

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

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

B. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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

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

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

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

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

- F. **AGE DISCRIMINATION ACT OF 1975, AS AMENDED**
No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- G. **FAIR HOUSING AMENDMENTS ACT OF 1988**
The Administrative Consultant shall comply with all provisions of the Fair Housing Amendments Act of 1988, which prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, handicap or familial status.
- H. **EXECUTIVE ORDER 11063**
No person shall, on the basis of race, color, religion, sex or national origin, be discriminated against in regards to housing and related facilities provided with Federal assistance or in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.
- I. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED**
The Administrative Consultant shall, to the greatest extent feasible, provide that opportunities for training and employment shall be given to lower-income residents of the project area, and that contracts, in connection with the project, be awarded to business concerns located in, or owned in substantial part, by residents of the project area.
- J. **KANSAS ACT AGAINST DISCRIMINATION**
The Administrative Consultant shall comply with the provisions of Articles 10 and 11 of the K.S.A. Chapter 44, which prohibits discrimination in employment, public accommodations or housing, on the basis of race, religion, color, sex, physical handicap, national origin or ancestry.
- K. **COPYRIGHT RESTRICTION**
No report, maps or other documents produced in whole or in part under this Agreement shall be subject of an application for a copyright by or on the behalf of the Administrative Consultant.
- L. **INTEREST OF MEMBERS OF A City GOVERNMENT**
No members of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this project, shall have any personal financial interest, direct or indirect, in the Agreement, and the Administrative Consultant shall take appropriate steps to insure compliance.
- M. **INTEREST OF ADMINISTRATIVE CONSULTANT AND EMPLOYEES**
The Administrative Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Administrative Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- N. **SECTION 503 OF THE REHABILITATION ACT OF 1973**
The Administrative Consultant must comply with Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance employment of mentally and physically disabled individuals.
- O. **SECTION 912 OF THE CRANSTON-GONZALES NATIONAL AFFORDABLE HOUSING ACT OF 1990**
The Administrative Consultant must comply with Section 912 of the Cranston-Gonzales National Affordable Housing Act which prohibits discrimination on the basis of religious preference.

VIII. FEES

The City agrees to pay the Administrative Consultant the sum of **Twenty Thousand** Dollars (\$20,000) as the total agreement amount charged for the services outlined in Section V. of this Agreement. As prescribed by the

requirements of the EDA Program, the City will be billed incrementally for this total Agreement amount as follows:

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

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

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

IX. NON-EXECUTION OF EDA AGREEMENT

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

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

SOUTHEAST KANSAS REGIONAL PLANNING COMMISSION

CITY OF INDEPENDENCE, KANSAS

Chairman

Mayor

ATTEST:

ATTEST:

Secretary/Treasurer

City Clerk



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 9, 2020

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider authorizing Leadership Independence to place temporary parking stanchions downtown and to accept responsibility of the stanchions after their placement.

SUMMARY RECOMMENDATION Authorize Leadership Independence to place the stanchions downtown and to accept responsibility of the stanchions after their placement.

BACKGROUND Our local businesses have been deeply affected by the COVID-19 Pandemic, and we would like to support the downtown restaurants/retailers and overall community by creating a more attractive way to designate restaurant to-go parking/curbside pickup. By building and donating 20 portable reserved parking stanchions to the City of Independence, we will replace the police barricade eyesores that are currently littered across our downtown blocks. These movable stanchions will be used to designate curbside pickup spaces for downtown businesses or reserved parking at venues such as parades, Neewollah, and other functions.

Each stanchion stands approximately 4.5 feet tall and meets all ADA requirements. The post will be constructed of an aluminum fence post, painted black, to which we will attach an aluminum sign, and a black cap at the top providing a finished look. The post will be secured to the base and the top cap by a durable adhesive. The signage will be printed on a vinyl sticker, created at the Fab Lab ICC, matching the shape of the stanchion. The back of the signage portion will be painted black and have our Leadership Independence logo etched in the aluminum. The vinyl sign design will be general and not specific to individual businesses and will hold the City and the Chamber of Commerce logos.

The stanchions will benefit the overall community and City of Independence, and this project will complement and enhance the beauty of the downtown area. Local business will be able to continue offering designated curbside pickup/to go parking for their customers, and customers will be able to continue to support local establishments more easily. These aesthetically pleasing stanchions will be able to serve additional community needs for signage as needed and will allow for the stanchions to be relocated to various other events and will last for several years to come.

BUDGET IMPACT If the City chose to change the vinyl signage it would cost \$7-\$10 per sign (\$140-\$200).

SUGGESTED MOTION I move to allow Leadership Independence to place 20 temporary parking stanchions downtown and to accept the 20 stanchions as a donation from Leadership Independence.

SUPPORTING DOCUMENTS



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 9, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider an engineering design services agreement with H.W. Lochner, Inc. for re-marking Runway 17-35 at the Independence Municipal Airport as part of a Kansas Airport Improvement Program (KAIP) grant.

SUMMARY RECOMMENDATION Approve engineering design services agreement.

BACKGROUND On September 13, 2018 the City Commission authorized City staff to apply for a grant from the Kansas Department of Transportation (KDOT) - Kansas Airport Improvement Program (KAIP) for FY2020. The grant was not selected by KDOT for FY2020, and the City reapplied which was approved by KDOT for FY2021. The purpose of this grant is to remark Runway 17-35 which is the primary runway at the City's airport. The grant will fund removal of existing markings which will be replaced with reflectorized markings.

BUDGET IMPACT The total project cost is estimated to be \$235,000 which consist of \$220,000 for construction costs and \$15,000 for engineering design costs. The construction portion is a 90/10 percent matching grant, with the state providing 90 percent and the City 10 percent, which equals \$198,000 as the State's share and \$22,000 as the City's share. The engineering design portion is a 95/5 percent matching grant, with the state providing 95 percent and the City 5 percent, which equals \$14,250 as the State's share and \$750 as the City's share.

SUGGESTED MOTION I move to authorize an engineering design services agreement with H.W. Lochner, Inc. for re-marking Runway 17-35 at the Independence Municipal Airport as part of a Kansas Airport Improvement Program grant.

SUPPORTING DOCUMENTS

1. Engineer's Opinion of Probable Construction Costs – Remark Runway 17-35
2. Proposed engineering design services agreement with Lochner – Remark Runway 17-35

**INDEPENDENCE MUNICIPAL AIRPORT (IDP)
INDEPENDENCE, KANSAS**

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

September 10, 2019

REMARK RUNWAY 17-35

I:\AVI\GENAIRPORTSIKANSAS\Independence (IDP)\ACIP DATA SHEET\KAIP\FY2021\Remarking Estimate.xls\Remark RW 17-35

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1	Mobilization	L.S.	1	\$ 8,500.00	\$ 8,500.00
2	Temporary Marking, Lighting and Barricades	L.S.	1	\$ 8,100.00	\$ 8,100.00
3	Pavement Marking Removal	S.F.	74,000	\$ 1.00	\$ 74,000.00
4	Reflectorized Pavement Marking	S.F.	74,000	\$ 1.60	\$ 118,400.00
5	Non-Reflectorized Pavement Marking	S.F.	500	\$ 2.00	\$ 1,000.00
SUBTOTAL					\$ 210,000.00
CONSTRUCTION SERVICES					\$ 10,000.00
TOTAL CONSTRUCTION COSTS (90% KDOT / 10% SPONSOR)					\$ 220,000
ENGINEERING DESIGN SERVICES (95% KDOT / 5% SPONSOR)					\$ 15,000
TOTAL PROJECT COST					\$ 235,000

CONSULTANT AGREEMENT (the "Agreement")

Owner: **City of Independence, Kansas**

Client: **City of Independence, Kansas**

Consultant: **H.W. Lochner, Inc. ("Lochner")**

Date:

Project: **Re-Mark Runway 17-35 at the Independence Municipal Airport (IDP)**

Lochner and the Client (collectively, the "Parties" and individually, a "Party") agree as follows:

1. **Agreement.** This Agreement is a contract between Lochner and the Client for Lochner to perform engineering design services on the Project.

2. **Lochner.** Lochner shall be the general administrator for the services listed in the Agreement which Lochner is contracting to provide for the Project, and Lochner shall facilitate the exchange of information between or among Lochner and the Client, Lochner and other consultants retained by the Client, and Lochner and other consultants that Lochner may have retained for the Project. All communications between Lochner and the Owner shall be through the Client unless the Client authorizes otherwise.

Lochner represents that it is a properly licensed engineering firm and is registered to practice its profession and to conduct business in the State of Kansas.

3. **Lochner's Scope of Services.** Lochner shall perform the services set forth in Article I of Attachment A hereto (the "Scope of Services, Time Schedule, and Compensation"). The standard of care applicable to Lochner's Scope of Services shall be the degree of skill and care normally employed by professionals engaged to perform services similar to the Services required herein at the same time and in the same geographic area as the performance of Services hereunder and on projects similar in size and scope to the Project (the "Standard of Care"). In the event a standard of care is prescribed by statute, such statutory formulation shall be the Standard of Care.

Lochner shall strive to cooperate with and to coordinate its Scope of Services with the activities of all other parties to the Project, including other consultants retained by the Client or the Owner.

4. **Schedule.** Lochner shall perform its Services within a timeframe mutually agreed to by Lochner and the Client as defined in Article II of Attachment A.

5. **Lochner's Additional Services.** If the Client requests Lochner to perform Services that Lochner believes to be in addition to the Scope of Services ("Additional Services"), and for which Lochner believes it is entitled to additional time or additional compensation, Lochner shall submit a Claim in accordance with Section 15 hereof.

6. **Compensation for Lochner's Scope of Services.** Subject to paragraph 8, the Client shall compensate Lochner for Lochner's Scope of Services as defined in Article III of Attachment A.

7. **Payment for Lochner's Additional Services.** Subject to Paragraph 8, the Client shall compensate Lochner for Additional Services in accordance with a negotiated fee mutually agreeable to Lochner and the Client.

8. **General Payment Provisions.** For Lochner's Scope of Services and Lochner's Additional Services, Lochner shall send invoices to the Client at monthly intervals. Payment will be made to Lochner for invoiced Services not more than 30 days following submittal of invoice to the Client.

9. **Correction of Lochner's Work.** Lochner shall correct any Services that fail to conform to the Standard of Care set forth in Paragraph 4 of this Agreement at Lochner's own expense.

10. **Termination by Lochner.** Lochner may terminate this Agreement upon written notice if the Client breaches any term of this Agreement. The Client may terminate this Agreement upon seven (7) days written notice without cause for the Client's own convenience. If this Agreement is terminated by Lochner for the Client's breach, the Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination as a result of the Client's breach. If this Agreement is terminated by the Client for its convenience, Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination.

11. **Insurance.** Lochner agrees to purchase and maintain the following policies of insurance under the terms and conditions set forth below:

1. Professional Liability Insurance retroactive to the date of commencement of Lochner's services in relation to the Project with a per claim and aggregate limit in the amount of the greater of \$1.0mm. This policy shall be maintained in effect for a period of 1 year after completion of all Lochner's Scope of Services hereunder.

2. Commercial General Liability ("CGL") Insurance in the amount of \$1.0mm per occurrence, \$1.0mm aggregate limit, and \$1.0mm products and completed operations aggregate limit. In addition to the coverage provided by the Commercial General Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury, property damage, products-completed operations (for a minimum of 1 year after completion of work) and broad form contractual liability.

3. Comprehensive Automobile Liability ("Auto") Insurance in the amount of \$1.0mm per occurrence, and \$1.0mm aggregate limit. In addition to the coverage provided by the Comprehensive Automobile Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury and property damage arising out of owned, hired, leased and non-owned vehicles, automobiles, trucks and trailers.

4. Workmen's Compensation Insurance in the amount of the statutory maximum, if there is one, and if there is no statutory maximum, in the amount of \$1.0mm and Employer's Liability Insurance of at least \$1.0mm.

5. Umbrella Excess Liability Insurance in the minimum amount of \$1.0mm each occurrence, and \$1.0mm aggregate limit. The Umbrella Excess Liability Insurance shall be written on an umbrella excess basis over, and shall follow form to, the Commercial General Liability Insurance policy, the Comprehensive Automobile Liability Insurance policy, and the Employer's Liability Insurance policy. The Umbrella Excess Liability Insurance policy shall be endorsed to provide defense coverage obligations.

6. Lochner must include coverage for its subcontractors in its policies or obtain from its subcontractors equivalent insurance as required of Lochner hereunder. The provisions of Paragraph 11 of this Agreement shall apply equally to Lochner's subcontractors as they do to Lochner.

All insurance policies must be endorsed to provide that the insurance company will give the Client at least thirty (30) days written notice of cancellation or material change prior to such cancellation or modification.

Prior to commencement of Lochner's Scope of Services hereunder, Lochner shall provide the Client with certificates of insurance evidencing the requirements set forth herein.

12. Indemnification by Lochner. Lochner agrees to indemnify the Client and its officers, directors, members, managers, and employees and assigns (the "Indemnitees") from and against liability, claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees, expert witness costs, other litigation costs, judgments, settlements and economic losses to the extent caused by negligent performance of any Services or duties under this Agreement by Lochner, its subcontractors, or sub-subcontractors, provided, however, that in the event of a Loss arising out of damages to persons or property, the foregoing obligation (1) shall not require Lochner to indemnify any Indemnitee for Losses other than to the extent caused by the act, omission or default of Lochner, its contractors, subcontractors, or sub-subcontractors, , where such is prohibited by law, and (2) shall not require Lochner to indemnify any Indemnitee for Losses caused in whole or in part by any act, omission, or default of the Indemnitee. If the obligation to indemnify set forth in this Section is broader than that allowed by applicable law, this Section should be interpreted as providing the broadest indemnification obligation permitted and should be limited only to the extent necessary to comply with that law.

Lochner shall reimburse the Client for its reasonable attorneys' fees, expert witness costs and other litigation costs to enforce this Section 12. Section 12 shall survive the termination or full performance of this Agreement by either or both Lochner and/or the Client. Section 12 is to be read separately and independently of Section 11 and the additional insured obligations therein contained.

13. Waiver of Immunity. In claims against any person or entity indemnified under Section 15 by an employee of Lochner, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable (a "Claimant"), the indemnification obligation under Section 15 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Claimant's employer under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. Ownership of Documents. If the Agreement requires that any of the Client's documents, drawings, plans, specifications or other work product are, or shall become, the property of another person, Lochner shall, at the Client's request, assign all rights of ownership of any like document prepared by Lochner to the same person.

15. Claims. Lochner shall make any claim for additional time or additional money or otherwise, regardless of the reason therefore (the "Claim") within ten days of Lochner's knowledge of the circumstances giving rise to the Claim. Lochner shall continue diligent, timely and proper performance of its Services despite any pending Claim, and the fact that a Claim is pending shall not be grounds for Lochner to suspend or cease performance of its Services.

Claims arising under this Agreement shall be decided in the state or federal courts located in Kansas.

16. Confidentiality. Lochner acknowledges, that as part of the Lochner's relationship with the Client, it will have access to information that is not publicly available ("Confidential Information"). Lochner agrees that it will maintain strict confidentiality with respect to such Confidential Information and will not, directly or indirectly, disseminate it or use it for any purpose unrelated to Lochner's obligations under this Agreement. Lochner shall not, without the prior written consent of the Client, make any public statement, announcement or release concerning the Project or the Confidential Information to trade publications, the press, or any other individual, corporation, partnership, or entity except as may be

necessary to comply with the requirements of any applicable law, governmental order or regulation. In the event Lochner believes it is required to disclose any Confidential Information in order to comply with any applicable law, governmental order or regulation, Lochner shall promptly notify the Client of same with sufficient time to allow the Client to object or otherwise take actions to prevent the disclosure of such Confidential Information.

17. Quality Control/Quality Assurance. Lochner shall perform Quality Control/Quality Assurance (QC/QA) commensurate with the Standard of Care throughout the provision of all Services by Lochner pursuant to the terms of this Agreement.

18. Miscellaneous Provisions.

1. Assignment. Lochner shall not assign this Agreement or the benefits arising therefrom without the prior written consent of the Client.

2. Integration. This Agreement represents the entire and integrated Agreement between Lochner and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

3. Third Parties. There are no third party beneficiaries to this Agreement other than as expressly indicated in Paragraph 11 (Insurance) and Paragraph 12 (Indemnity).

4. Mutually Negotiated. The Parties acknowledge that the terms and conditions of this Agreement have been the subject of mutual negotiation, and that this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

5. Survival. Notwithstanding anything herein to the contrary, the provisions of this Agreement providing for limitation of or protection against liabilities between the Parties, shall survive termination of the Agreement and/or completion of the Scope of Services hereunder.

6. Limitation of Liability. Lochner's liability for any claim or breach of Standard of Care shall be limited to the amount of its Compensation as defined in paragraph 6.

7. Mutual Waiver of Consequential Damages. In no event shall either Party, their members, managers, affiliates, officers, directors, employees, agents, or shareholders be liable to the other Party for any incidental or consequential damages, direct or indirect, including, but not limited to, lost revenue, lost profits, financing costs, overhead, penalties, fines, liquidated damages and lost opportunities, whether incurred by a Party or by third parties to that Party may be liable, whether sounding in breach of contract, warranty, tort (including negligence), strict or statutory liability or otherwise, arising from or relating Sub consultant's services under this Agreement.

8. Notices. Unless otherwise provided herein, all notices, requests, consents, approvals, demands and other communications to be given hereunder shall be in writing and shall be deemed given upon (a) the date of delivery when hand delivered to the respective Parties as set forth below, or (b) actual receipt as evidenced by proof of delivery by a national courier service or the United States Postal Service, addressed to the respective Parties at the following addresses:

9. Electronically Produced Documents. Electronically produced documents will be submitted in data files compatible with AutoCAD Release 2018. Lochner makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

Because data stored on electronic media can deteriorate undetected or be modified without Lochner's knowledge, the electronic data files submitted to the Sponsor or other Agencies will have an acceptance period of thirty (30) days. If during that period the Sponsor or other Agencies find any errors or omissions in the files, Lochner will correct the errors or omissions as a part of the basic Agreement. Lochner will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

10. Engineer's Opinion of Probable Project Cost and Construction Cost. Since Lochner has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, Lochner's opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of Lochner's experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Lochner cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by Lochner. However, Lochner represents that it will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Client.

11. Force Majeure. Any delay or failure of Lochner in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Lochner, provided that prompt written notice of such delay or suspension be given by Lochner to the Client. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Lochner shall be reimbursed for the cost of such delays.

12. Client's Responsibilities.

- 1) Arrange for access to and make all provisions for Lochner to enter upon public and private property as required for it to perform his/her services.
- 2) Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- 3) Designate in writing a person to act as Client representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.
- 4) Give prompt written notice to Lochner whenever Client observes or knows of any development that affects the scope or timing of Lochner's services.
- 5) Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the project.
- 6) Available information relating to environmental conditions at the property, including any permits, clearances, investigations, and remediation required for federal, state, and local agencies identified by environmental consultants for the Sponsor in currently available reports.

Notice to Lochner:

Matthew J. Jacobs, PE
Senior Project Manager
H. W. Lochner, Inc.
16105 W. 113th Street, Suite 107
Lenexa, KS 66219

Notice to Client:

Kelly C. Passauer, CPM
Acting City Manager / Zoning Administrator
City Hall
811 W. Laurel Street
Independence, KS 67301

H.W. LOCHNER, INC.

CITY OF INDEPENDENCE, KANSAS

By: Matthew J. Jacobs

By: _____

Title: Vice President, Aviation

Title: _____

Date: 06/25/2020

Date: _____

ARTICLE I SCOPE OF SERVICES

WHEREAS, the Owner has agreed to employ the Consultant to provide the engineering services required for preparing engineer's design report, designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and project budget. The Consultant shall also assist the Owner with bidding and administrative services. The Owner may add to this Agreement by Supplement the additional services for providing construction administration and construction observation services for the proposed Project upon completion of the Design Phase services.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily FAA Advisory Circulars.

- AC 150/5300-1M *"Standards for Airport Markings"*
- AC 150/5370-2G *"Operational Safety on Airports During Construction"*
- Advisory Circular 150/5370-10H *"Standards for Specifying Construction of Airports."*

The following is a detailed description of the specific engineering services that are a duty of this Agreement.

A. BASIC SERVICES

1. Preliminary Phase

- a. Coordination with the Owner and KDOT regarding Project scope, schedule, and budget.

2. Design Phase – Engineer's Design Report and CSPP Report

- a. Prepare Preliminary Engineer's Design Report: The Design Report will include a narrative regarding the proposed construction project, construction safety and phasing, pavement marking design, engineer's opinion of probable construction cost and Project budget.

Submit Preliminary Engineer's Design Report, including Engineer's opinion of probable construction cost and Project budget, and Construction Safety and Phasing Plan (CSPP) Report to the Owner and KDOT for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.

- b. Finalize Engineer's Design Report and CSPP Report with consideration of preliminary (90%) review comments and submit Final Engineer's Design Report and CSPP Report to the Owner and KDOT for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request. Final reports will be submitted with final Construction Plans and Contract Documents/Technical Specifications.

3. Design Phase – Plans and Specifications

- a. Prepare Construction Plans and Contract Documents/Technical Specifications for the Project.

- 1) Prepare Construction Plans for the Project. The Construction Plans will generally include the following:

- Title Sheet
 - General Airport Layout Plan and General Notes
 - Construction Safety and Phasing Plan
 - Summary of Quantities
 - Pavement Marking Removal Plan
 - Pavement Marking Plan and Details
- 2) Prepare Contract Documents/Technical Specifications that are in accordance with FAA criteria and satisfy project specific needs. The specifications shall be developed using FAA Advisory Circular 150/5370-10H and “Regional Modifications to Standards”.
 - 3) Submit preliminary (90% completion) Construction Plans, Contract Documents/Technical Specifications, updated Engineer's opinion of probable construction cost, and Project budget to the Owner and KDOT for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.
 - 4) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary (90% completion) review comments.
 - 5) Submit Final Construction Plans and Contract Documents/Technical Specifications along with Final Engineer’s Design Report and CSPP Report to the Owner and KDOT for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request.
4. Bidding Phase
- a. Assist the Owner with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective Contractors. (The Owner shall place the advertisement in the appropriate media.)
 - b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
 - c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the Bidding Phase.
 - d. A prebid conference will not be conducted for this project.
 - e. Bids will be submitted to the Consultant’s office in Lenexa, KS, and the Consultant will assist the Sponsor with one (1) receipt of bids.
 - f. Tabulate and analyze bid results, prepare Project budget, review Contractor’s qualifications, and make recommendation of contract award.

B. SPECIAL SERVICES

1. Administrative Assistance

- a. Prepare and submit FAA Form 7460 for project limits identified in the CSPP.
- b. Assist the Owner in preparation of Invoice Summary forms as required for requests for reimbursement.

C. CONSTRUCTION SERVICES

- 1. The Scope of Services required for construction administration and construction observation for the Project may be added to this Agreement by Supplement.

**ARTICLE II
TIME SCHEDULE**

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Owner, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. BASIC SERVICES

- 1. Preliminary Phase..... As Required
- 2. Design Phase – Engineer’s Design Report and CSPP Report
 - a. Submit Preliminary Engineer’s Design Report and CSPP Report 21 Calendar Days After Receipt of NTP
 - b. Submit Final Engineer’s Design Report and CSPP Report..... 7 Calendar Days After Receipt of Review Comments for Item A.3.a.3)
- 3. Design Phase – Plans and Specifications
 - a.3) Submit Preliminary Plans and Specifications 14 Calendar Days After Receipt of Review Comments for Item A.2.a.
 - a.5) Submit Final Plans and Specifications 7 Calendar Days After Receipt of Review Comments for Item A.3.a.3)
- 4. Bidding Phase As Required

B. SPECIAL SERVICES

- 1. Administrative Assistance As Required

C. CONSTRUCTION SERVICES

- 1. Construction Services..... May be Added by Supplement

The schedule presented above does not include review time by the Owner, KDOT or other interested agencies.

**ARTICLE III
COMPENSATION**

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

COMPENSATION SCHEDULE**A. BASIC SERVICES**

1. Preliminary Phase.....	\$1,600.00 Lump Sum
2. Design Phase – Engineer’s Design Report and CSPP Report.....	\$4,000.00 Lump Sum
3. Design Phase – Plans and Specifications	\$6,000.00 Lump Sum
4. Bidding Phase.....	<u>\$2,200.00</u> Lump Sum
Subtotal Basic Services	\$13,800.00 Lump Sum

B. SPECIAL SERVICES

1. Administrative Assistance.....	<u>\$1,200.00</u> Lump Sum
Subtotal Special Services	\$1,200.00 Lump Sum
Total Basic and Special Services	\$15,000.00 Lump Sum

C. CONSTRUCTION SERVICES

1. Construction Services..... May be Added by Supplement

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

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

For Item C. Construction Services, the method of payment may be added to this Agreement by Supplement upon completion of Item A.3. Design Phase services.

DERIVATION OF CONSULTANT PROJECT COSTS

RE-MARK RUNWAY 17-35

KDOT PROJECT NO. AV 2021-36
INDEPENDENCE MUNICIPAL AIRPORT (IDP)
INDEPENDENCE, KANSAS

BASIC AND SPECIAL SERVICES

June 19, 2020

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Project Manager	12	\$60.00	\$ 720.00
Design Engineer II	31	\$45.00	\$ 1,395.00
Design Engineer I	54	\$35.00	\$ 1,890.00
Technician	29	\$25.00	\$ 725.00
Administrative Asst.	20	\$20.00	\$ 400.00
Total Direct Salary Costs			= \$ 5,130.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 152.23% = \$ 7,809.40

3. SUBTOTAL:

Items 1 and 2 = \$ 12,939.40

4. PROFIT:

15% of Item 3 Subtotal = \$ 1,940.91

Subtotal of Items 3 and 4 \$ 14,880.31

5. OUT-OF-POCKET EXPENSES:

a. Mileage 0 miles @ \$0.575/mile = \$ -
b. Meals 0 @ \$55.00/day = \$ -
c. Motel 0 days @ \$96.00/day = \$ -
d. Mailing & Misc. Expenses = \$ 119.69

Total Out-of-Pocket Expenses = \$ 119.69

6. SUBCONTRACT COST:

a. None \$ -

7. TOTAL FEE:

Items 4, 5 and 6 \$ 15,000.00

ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN

RE-MARK RUNWAY 17-35

**INDEPENDENCE MUNICIPAL AIRPORT (IDP)
INDEPENDENCE, KANSAS**

June 19, 2020

Classification:		Project Manager	Design Engineer II	Design Engineer I	Technician	Admin. Assistant	Other Costs
Hourly Rate:		\$174.04	\$130.53	\$101.52	\$72.52	\$58.01	
A. BASIC SERVICES							
1. Preliminary Phase:		6	2	1	0	3	(2)
Labor Subtotal =	\$ 1,580.85	\$1,044.23	\$261.06	\$101.52	\$0.00	\$174.04	
Expense Subtotal =	\$ 19.15						\$ 19.15
Subconsultant Subtotal =	\$ -						\$ -
Total Fee =	\$ 1,600.00						
2. Design Phase - Engineer's Design Report & CSPP Report:		2	5	21	8	4	(2)
Labor Subtotal =	\$ 3,944.88	\$348.08	\$652.65	\$2,131.97	\$580.13	\$232.05	
Expense Subtotal =	\$ 55.12						\$ 55.12
Subconsultant Subtotal =	\$ -						\$ -
Total Fee =	\$ 4,000.00						
3. Design Phase - Plans and Specs:		1	12	23	19	9	(2)
Labor Subtotal =	\$ 5,975.33	\$174.04	\$1,566.35	\$2,335.02	\$1,377.81	\$522.12	
Expense Subtotal =	\$ 24.67						\$ 24.67
Subconsultant Subtotal =	\$ -						\$ -
Total Fee =	\$ 6,000.00						
4. Bidding Phase:		2	6	9	2	0	(2)
Labor Subtotal =	\$ 2,189.99	\$348.08	\$783.17	\$913.70	\$145.03	\$0.00	
Expense Subtotal =	\$ 10.01						\$ 10.01
Subconsultant Subtotal =	\$ -						\$ -
Total Fee =	\$ 2,200.00						
PART A SUBTOTAL =	\$ 13,800.00						
B. SPECIAL SERVICES							
1. Administrative Assistance:		1	6	0	0	4	(2)
Labor Subtotal =	\$ 1,189.26	\$174.04	\$783.17	\$0.00	\$0.00	\$232.05	
Expense Subtotal =	\$ 10.74						\$ 10.74
Subconsultant Subtotal =	\$ -						\$ -
Total Fee =	\$ 1,200.00						
PART B SUBTOTAL =	\$ 1,200.00						
GRAND TOTAL =	\$ 15,000.00						

- (1) Mileage, Motel and Meals
- (2) Equipment, Materials and Supplies
- (3) Vendor Services



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 9, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider renewing health insurance with Blue Cross/Blue Shield.

SUMMARY RECOMMENDATION Renew health insurance with Blue Cross/Blue Shield.

BACKGROUND Currently the City contracts with Blue Cross/Blue Shield (BC/BS) to provide employee health insurance. BC/BS has provided a proposal to renew the City's contract for the upcoming contract year (September 1 through August 31). The Blue Cross/ Blue Shield proposal provides for a 10.32% increase in premiums at the same level of benefits. The following tables compare previous and current rates to renewal rates:

Option	Coverage	2018-2019 Rates	2019-2020 Rates	2020-2021 Renewal	Employees
1	Single	\$463.52	\$403.87	\$445.70	41
1	Family	\$1,446.61	\$1,246.54	\$1,375.90	22
2	Single	\$453.08	\$394.46	\$434.49	6
2	Family	\$1,413.96	\$1,217.46	\$1,341.23	8
3	Single	\$444.10	\$386.84	\$425.98	13
3	Family	\$1,385.89	\$1,193.89	\$1,314.91	12
Optional Dental	Single	\$13.03	\$12.40	\$13.87	51
Optional Dental	Family	\$39.88	\$37.94	\$42.45	37

Option	Coverage	2019-2020 Monthly	2020-2021 Monthly	Current Annual	Renewal Annual	% Increase
1	Single	\$16,558.67	\$18,273.70	\$198,704.04	\$219,284.40	10.36%
1	Family	\$27,423.88	\$30,269.80	\$329,086.56	\$363,237.60	10.38%
2	Single	\$2,366.76	\$2,606.94	\$28,401.12	\$31,283.28	10.15%
2	Family	\$9,739.68	\$10,729.84	\$116,876.16	\$128,758.08	10.17%
3	Single	\$5,028.92	\$5,537.74	\$60,347.04	\$66,452.88	10.12%
3	Family	\$14,326.68	\$15,778.92	\$171,920.16	\$189,347.04	10.14%
Optional Dental	Single	\$632.40	\$707.37	\$7,588.80	\$8,488.44	11.85%
Optional Dental	Family	\$1,403.78	\$1,570.65	\$16,845.36	\$18,847.80	11.89%
	Totals	\$77,480.77	\$85,474.96	\$929,769.24	\$1,025,699.52	10.32%

BUDGET IMPACT The 2021 budget will include funds to cover the renewal rates.

SUGGESTED MOTION I move to approve the renewal rates for the 2020/2021 contract year (September 1 through August 31) with Blue Cross/Blue Shield and authorize staff to sign any related documents.

SUPPORTING DOCUMENTS Health/dental renewal

Premium Summary



CITY OF INDEPENDENCE
Comprehensive Major MedicalSM

Business Information

Group Number: **5740510** Business Number: **36406**
 Projected Effective Date: **09/01/2020** Package Code: **TOC8L**

Benefit Information - Benefits include but are not limited to:

	Option A	Option B	Option C
Deductible	\$500 per person (\$1,000 two-or-more persons).	\$1,000 per person (\$2,000 two-or-more persons).	\$1,500 individual; \$3,000 two-or-more persons.
Coinsurance	50/50 -- Plan pays 50%; individual pays 50% up to \$2,500 per person (\$5,000 two-or-more persons) maximum.		
Maximum Out-of-Pocket	\$5,000/\$10,000 individual/two-or-more persons after the maximum out-of-pocket amount has been reached (copays/deductible/coinsurance), eligible benefits will be paid at 100% of the allowed amount for the remainder of the benefit period.		
Office Visits	\$35 copay per visit.		
Telehealth Visits	\$35 copay per visit.		
Prescription Drugs & Mail Order	BlueRx Card \$15/\$50/\$75; Mail order is 2 1/2 x copay with Select formulary. The quantity per prescription shall be the greater of a 34-day supply or 100-unit dosage, if defined as a maintenance drug. Designated Specialty Pharmacy.		
Outpatient Radiology and Laboratory Services (Includes Advanced Imaging)	100% of the allowable charges to a maximum of \$300 per person, then subject to deductible/coinsurance.		
Emergency Room Copay	\$250 copay then subject to deductible/coinsurance.		
Accidental Injuries	Pays 100% up to \$1,000 per person each benefit period, then subject to deductible/coinsurance.		
Preventive Care Services as defined by Affordable Care Act	In network 100% coverage; out of network subject to policy provisions including the non-network penalties (limited).		
Home Social Work Visits/Hospice	Subject to deductible/coinsurance.		
Mental Illness and Substance Use Disorders	Inpatient subject to deductible/coinsurance; Outpatient subject to \$35 office visit copayment.		
Lifetime Maximum	Unlimited for each covered person.		
Eligible Dependents	Covered to age 26.		

Health: TOC8L - COMP MAJOR MEDICAL TRIPLE OPTION**Dental:** DT011 - Building Block 50/50/50/50**Dental RAF:** 0.688Monthly Premium

	Type of Coverage	Health	Dental	Total
Option A	Employee	\$445.70	\$13.87	\$459.57
	Family	\$1375.90	\$42.45	\$1418.35
Option B	Employee	\$434.49	\$13.87	\$448.36
	Family	\$1341.23	\$42.45	\$1383.68
Option C	Employee	\$425.98	\$13.87	\$439.85
	Family	\$1314.91	\$42.45	\$1357.36

BCBSKS reserves the right to adjust premiums accordingly should enrollment vary from the census.

An Independent Licensee of the Blue Cross and Blue Shield Association.

Dental: Yes No

Printed Name: _____

Signature: _____

Plan Administrator Rep., Plan Sponsor Rep. or Officer of the Company

Title: _____

Date: _____

For Office Use Only

Effective Date: _____ Completed Date: _____

Blue Choice Provider Network

Your financial responsibility is based on your provider's network: PPO (Blue Choice) or Traditional (CAP)
Maximum benefits are available when services are received from Blue Choice providers.

Blue Choice Network Providers

- Deductible, coinsurance or copay amount.

CAP (But Non-Blue Choice) Network Providers

- Additional 20% non-PPO network coinsurance amount*
- Deductible, coinsurance or copay amount.

Non-Blue Choice & Non-CAP Providers

- Difference between the payment allowance and the provider's charge.
- Additional 20% non- PPO network coinsurance amount*
- Deductible, coinsurance or copay amount.

*Non-PPO Coinsurance limited to a combined \$2,000 per person, \$4,000 two-or more persons each benefit period.

Exclusions

Duplicate benefits provided under federal, state or local laws, regulations or programs, except Medicaid; cosmetic or reconstructive surgery (except as stated in the certificate); any keratotomy procedures; charges for personal items; convalescent or custodial/maintenance care or rest cures; blood or payments to donors of blood; any service or supply related to the medical management of obesity; except for eligible preventive services; charges for services by immediate relatives or by members of your household; acupuncture and admissions for acupuncture; services related to temporomandibular joint dysfunction syndrome over the amount specified in the certificate; dental implants; any medically-aided insemination procedure; services related to the reversal of sterilization procedures; mental illness or substance use disorder services provided by a non-eligible provider; hearing aids; unnecessary services and admissions; services or supplies which are experimental or investigative in nature; services not specifically listed as benefits in the certificate; services covered and payable by any medical expense payment provision of any automobile insurance policy.

This is a brief summary of the coverage available under this program. It is not a legal document.
The exact provisions of the benefits and exclusions are contained in the certificate.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 9, 2020

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider ballot language for renewing special use sales tax.

SUMMARY RECOMMENDATION Provide direction for ballot language.

BACKGROUND On June 3, 2020 and June 23, 2020 the City Commission, along with the City Leadership Team, participated in special meetings to discuss the Special Use Sales Tax ballot question. The meetings were facilitated by Chuck Goad. During those meetings, several potential projects were discussed and ultimately refined.

Briefly discussed was the percentage for each bucket of projects: such as Mill Levy/Debt Repayment; Economic Development; Streets, Sidewalks and ADA; and Buildings and Facilities. Options discussed included:

1. Assign a specific percentage for Mill Levy/Debt Repayment (35-40%) and combine the remaining three categories into a second larger percentage (60-65%) to provide flexibility.
2. Assign a specific percentage to each specific bucket, such as 35% to Mill Levy/Debt Reduction; 25% to Economic Development; 25% Buildings and Facilities; and 15% to Streets, Sidewalks and ADA.

Staff is needing a final direction regarding the percentages to provide to the bond attorneys so a resolution may be drafted for Commission consideration before the August deadline.

BUDGET IMPACT N/A

SUGGESTED MOTION I move to direct City staff to work with the bond attorneys to prepare ballot language to include the following: _____.

SUPPORTING DOCUMENTS

1. Previously presented background and process for renewing the special use sales tax.
2. Revised matrix and quadrants of potential projects.

Previously Presented:

Discuss the process for renewing the special use sales tax.



- Background
 - On April 3, 2012 a 1% sales tax was approved 891 (79%) to 231 (21%) with the following ballot 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: (a) 0.25% for debt repayment and mill levy support; (b) 0.25% for building and facility improvements, including Riverside Park and Ralph Mitchell Zoo; (c) 0.25% for improvements to streets and sidewalks; and (d) 0.25% for improvements required for compliance with the requirements of the Americans with Disabilities Act of 1990 (including repayment of general obligation bonds of the City issued to pay the costs of such improvements); the collection of the special sales tax to commence on the expiration date of an existing 0.75% special Citywide retailers' sales tax approved at an election held on November 7, 2000, in the City for the purpose of financing all or a portion of the costs of certain quality of life improvements in the City (which is expected to be October 1, 2012); with the special sales tax to expire ten (10) years after its commencement?
 - The special purpose sales tax will expire on October 1, 2022.

Discuss the process for renewing the special use sales tax.



- Process for renewing the special use sales tax
 - The Commission determines the language that will be included on the ballot.
 - Bond council will prepare a resolution setting the election date and specific question, a notice of election, and ballot.
 - The resolution will need to be adopted by the City Commission within 90 days of the election date.
 - 90 days prior to November 3, 2020 is August 5, 2020.
 - Bond counsel suggests adopting the resolution at either the August 13, 2020 or August 27, 2020 City Commission meeting.
 - Bond council will coordinate publication of the notice of election with the County Clerk.
 - The special use sales tax ballot question will appear on the November 3, 2020 election.

Quadrant 1			
Old ID	New ID		
10		Memorial Hall (Auditorium/Ballroom)	11
19		Incentives/Grants for Business Retention & Recruitment	10
29		Signage Wayfinding	10
21		Downtown Streetscape and Aesthetics	8
32		Housing Initiative (moderate income, property database, infrastructure, annexation)	7
24		Airport Improvements	6
25		Healthcare Facility Expansion	5
3		Promote Tourism (Marketing, Website, Wayfinding Signs)	3
6		Beautification	1
15		Land Acquisition and Land Improvement for Industry (Site	0
	1	Economic Development	61

18		Sidewalks and Bike Paths to industry and healthcare (W. Main/Peter	11
23		Street and Highway Improvements	7
22		Safe Sidewalks	7
11		Bike Path Lanes	5
26		Additional streets to schools, industries and healthcare facilities	4
27		Public Parking and Control	2
		Alley Replacement	1
12			0
39		Traffic Control	0
7		Public Transportation	0
	2	Transportation	37

2		Park and Zoo Improvements	11
31		Park Building and Facilities, Equipment and Outer Parks	9
36		Cemetery Wall	3
	3	Parks and Zoo	23

17		Public Safety Equipment, Communications & Facilities	11
20		Fire and EMS Building	9
	4	Public Safety	20

33	5	Drainage and Stormwater Management	5
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Quadrant 2			
Old ID	New ID		
34		Recreation Facilities (Pool, Ballfields, Ash Youth Center,,Bowling Alley	10
4		Senior Citizen Center	3
5		Library	2
13		Golf Cart Paths	0
16		Stadium	0
8		Recreational Development (Skating Rink, Bowling Alley, Bike Paths)	0
	6	Recreation	15
9	7	AWOL	0

Quadrant 3			
Old ID	New ID		
28	12	City Hall	1
14	13	Building D	0
	8	City Hall/Building D	1

Quadrant 4			
Old ID	New ID		
1		City Technology Infrastructure	12
35		Broadband	4
	9	City Technology Infrastructure/Community Broadband	16
30	10	Sanitation/Public Works Building	9
37	11	Water/Sewer Line Maintenance	2
38	12	Levy at Wastewater Plant	2