

INDEPENDENCE CITY COMMISSION

REGULAR SESSION AGENDA

November 10, 2022

5:30 PM

Civic Center Memorial Hall

To participate by conference call:
1 785-289-4727 Conference ID: 197 828 702#

The Agenda shall be as follows:

I. REGULAR SESSION

- A. Call to Order
- B. Pledge of Allegiance to the United States of America
- C. Adoption of Agenda

II. APPOINTMENTS

- A. Library Board -- One Opening -- Applications Due by noon on November 10, 2022

III. CONSENT AGENDA

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

- A. Consider approving City Commission minutes from October 7th, 13th, 19th and 26th, 2022.
- B. Consider adding a streetlight on American Way.
- C. Consider authorizing bidding for a new sewer pump.
- D. Consider approving bidding for concrete patching of utility cuts, new sidewalks, ADA ramps, and curb and gutter.
- E. Consider approval of the 2023 BCBS Renewal.
- F. Consider approving contract amendment for Sanitary Sewer design and inspection.
- G. Consider approval of change order for City Hall Phase II project.
- H. Consider an ordinance amending previous boundary ordinances and establishing the legal boundaries for the City of Independence.
- I. Consider authorizing the City Manager to sign an engagement letter with Tanner LLC for the facilitation of the January 18, 2023 Annual City Commission/City Staff Planning Retreat.

IV. PUBLIC HEARING

- A. Public hearing to consider condemnation of 200 ARCO Place as Dangerous and Unsafe.
- B. Public Hearing to consider establishing a Rural Housing Incentive District for Downtown Central Business Development District Part I and Jefferson Subdivision Development District.

V. ITEMS FOR COMMISSION ACTION

- A. Consider a donation of land from the Faye Bradley Estate.
- B. Consider accepting a Land and Water Conservation Grant from the National Park Services
- C. Consider an agreement with Precision Railway Company.

- D. Consider accepting an Economic Development Grant from KDOT for Rail Improvements.
- E. Consider authorizing the Mayor to sign the State Historic Preservation Officer agreement for Historic review by the IHPRC and City Staff; and to adopt an ordinance amending Ordinance No. 3888.
- F. Consider a location for a utility payment drop box.

VI. REPORTS

- A. City Board Minutes
- B. 2022 Q3 Treasurers Report
- C. October Sales Tax Report

VII. CITY MANAGER'S COMMENTS

VIII. COMMISSIONERS' COMMENTS

IX. PUBLIC CONCERNS

X. ADJOURNMENT



Report
CITY OF INDEPENDENCE
November 10, 2022

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Library Board -- One Opening -- Applications Due by noon on November 10, 2022

BACKGROUND Bill Kelly has served on the library board since May 27, 2021. He is relocating in December and has submitted his resignation. He is willing to serve until replaced. Applications are being accepted until noon on November 10, 2022 for an unexpired term ending on May 1, 2025.

Below are the current members:

INDEPENDENCE LIBRARY DISTRICT BOARD OF TRUSTEES			
4 year terms -- 7 members			
Members	Term	Expires	Appointed
Tom Sewell	2nd term*	May 1, 2025	11/22/2016 6/8/2017
Michelle Anderson	2nd term	May 1, 2026	4/26/2018
Bill Kelly	1st term	May 1, 2025	Appointed 05/27/2021 Replaced Carolyn Torrance
Rachel Koszalka	1st term*	May 1, 2026	9/24/2020 Replaced Jana Shaver
Ronald Schwatken	1st term USD 446 Rep	May 1, 2025	7/13/2020
James Reed	Unexpired Elk City Rep	May 1, 2023	2/10/2020
Tom Richardson	3rd term USD 446 Rep	May 1, 2025	
* Previously served unexpired term			
Meeting Place: Centennial Room, Library			
Meeting Date: Third Wednesday			
Meeting time: 4:15 p.m.			

[Click here for an online application.](#)

Applications received thus far are attached. Staff will report at the meeting if any additional applications are received by the deadline.

SUPPORTING DOCUMENTS

1. Bill Kelly Resigns Library Board Position
2. Carolyn Torrance - Library Board Application
3. Carla A. Terrian Library Board Application

From: [Bill Kelly](#)
To: [Kelly Passauer](#)
Subject: Library board position
Date: Thursday, October 13, 2022 2:11:45 PM

Kelly,

We expect to be moving to Pittsburg soon, probably during December. I want to give you some time to select my replacement on the library board. I can serve until my replacement is appointed, or until I am no longer a resident of Independence.

--

Bill Kelly
300 N. Park Blvd.
Independence, KS 67301

From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Monday, October 24, 2022 9:25:36 AM

Board Application

Board Applying For: Independence Public Library

Name Carolyn M Torrance

Date 1/23/1951

Address 230 Lakeview Dr

Email Address [REDACTED]

Phone Number [REDACTED]

Educational Background:

High School Name and Location Independence High School

Graduated/Degree yes/diploma

College Name and Location ICC-Independence, KS

Graduated/Degree Assoc Degree

Major Elem Ed

Other Education Name and Location Pittsburg State-Pittsburg, KS

Graduated/Degree Bachelor Degree

Emphasis Elem Ed

Do you reside inside the corporate limits of the City of Independence? Yes

If no, do you reside within 3 miles of the corporate limits of the City of Independence? *Field not completed.*

What experiences have you had that you feel would assist you as a board member?	I feel that 39 years of teaching plus 6 years of substitute teaching, several decades working as a clerk in my family's (Sayers) hardware store, as well as serving on numerous church, community, and government boards serve me well in keeping in touch what the public expects from the city institutions, as well as what serves them best.
Why do you want to become a member of the board?	I have a lifelong relationship with our local library and am extremely proud of it and its present staff. I wish to support, guide, and enable it to continue to grow in a positive manner, serving our community as well as it already does. I do not believe in just "being on the Board". I feel, and have exhibited, that being a Board member entails taking an active part, serving on committees, helping with fundraisers, visiting and talking with staff, in short-being there physically to help, not just attending a meeting once a month.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	In my opinion, there has been a national and local trend recently to criticize all public entities, instead of supporting them. I would like to help reverse this trend. I feel it is the only way to grow, instead of tearing down, our City. The Library is an important crown jewel of Independence and, as such, helps our citizens in numerous ways other than just lending books. The services and activities this incredibly active staff provides need to continue and grow.
Other comments:	Thank you for your consideration of my placement on this Board.

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

From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Tuesday, October 25, 2022 5:10:10 PM

Board Application

Board Applying For:	Library board of trustees
Name	Carla A Terrian
Date	5/14/1973
Address	2800 Terra Vista Drive, 402, 402
Email Address	[REDACTED]
Phone Number	[REDACTED]
Educational Background:	
High School Name and Location	Oakes High School-Oakes,ND
Graduated/Degree	Bachelor of science in Education
College Name and Location	Mayville State university Mayville,ND
Graduated/Degree	<i>Field not completed.</i>
Major	Elementary Education
Other Education Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Emphasis	<i>Field not completed.</i>
Do you reside inside the corporate limits of the City of Independence?	Yes
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	Yes

What experiences have you had that you feel would assist you as a board member?	I have a teaching degree to help with program ideas for kids.
Why do you want to become a member of the board?	I think my teaching degree would be a valuable asset to the board. I'm also an avid reader.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	I want to make that the library is offering a variety of activities for students in the community.
Other comments:	<i>Field not completed.</i>

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



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
November 10, 2022

Department City Clerk

Director Approval David Schwenker

AGENDA ITEM Consider approving City Commission minutes from October 7th, 13th, 19th and 26th, 2022.

SUMMARY RECOMMENDATION Approve the minutes.

BACKGROUND

FINANCIAL INFORMATION

SUGGESTED MOTION I move to approve the City Commission Minutes from October 7, 13, 19, and 26, 2022.

SUPPORTING DOCUMENTS

1. 31 October 7 2022 Special Meeting Minutes
2. 32 October 13 2022 Special Meeting Minutes
3. 33 October 13 2022 Minutes
4. 34 October 19 2022 Special Meeting Minutes
5. 35 October 26 2022 Minutes

Minutes of the City Commission's October 7, 2022 Meeting

I. SPECIAL SESSION

Commissioners Present: Mayor Dean Hayse, Vice-Mayor Tim Emert, Commissioner Louis Ysusi.

City Staff Present: David Cowan, Assistant City Manager; Kelly Passauer, City Manager and David Schwenker, City Clerk/City Treasurer.

Visitors Present: Patrick Conway.

A. Call to Order

Mayor Hayse called the meeting to order.

II. ITEMS FOR COMMISSION ACTION

- A. Consider approving a Cereal Malt Beverage license for the Air Strip Attack event that is being held at the Independence Airport located at 499 Freedom Drive on October 8 & 9, 2022.

Patrick Conway is asking to sell beer to the attendees at the airport for the Air Strip Attack event.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission approved a Cereal Malt Beverage license for Patrick Conway for the Air Strip Attack event to be held at the Independence Airport on October 8th & 9th, 2022.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

III. ADJOURNMENT

Motion:

On the motion of Dean Hayse, seconded by Louis Ysusi, the Commission adjourned the meeting.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Minutes of the City Commission's October 7, 2022 Meeting

Dean A. Hayse, Mayor

Louis Ysusi, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the City Commission's October 13, 2022 Meeting

I. SPECIAL SESSION

Commissioners Present: Mayor Dean Hayse, Vice-Mayor Tim Emert, Commissioner Louis Ysusi

City Staff Present: Jeff Chubb, City Attorney; Kelly Passauer, City Manager; David Cowan, Assistant City Manager; David Schwenker, City Clerk/City Treasurer and John Garris, City Engineer/Director of Public Works and Utilities

Visitors Present: Bill Webster

A. Call to Order

Mayor Hayse called the meeting to order.

II. EXECUTIVE SESSION

A. Data relating to financial affairs or trade secrets of second parties.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission recessed for an executive session concerning confidential data relating to financial affairs and/or trade secrets of a company pursuant to the exception found at K.S.A. 75-4319(b)(4). The open meeting will resume at 5:05 pm.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

The open meeting resumed at 5:05 pm.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission recessed for an executive session concerning confidential data relating to financial affairs and/or trade secrets of a company pursuant to the exception found at K.S.A. 75-4319(b)(4). The open meeting will resume at 5:25 pm.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

The open meeting resumed at 5:25 pm with no action taken.

III. ADJOURNMENT

Minutes of the City Commission's October 13, 2022 Meeting

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission adjourned the meeting.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Dean A. Hayse, Mayor

Louis Ysusi, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the City Commission's October 13, 2022 Meeting

I. REGULAR SESSION

Commissioners Present: Mayor Dean Hayse, Vice-Mayor Tim Emert, Commissioner Louis Ysusi

City Staff Present: Jeff Chubb, City Attorney; David Cowan, Assistant City Manager; Kelly Passauer, City Manager; David Schwenker, City Clerk/City Treasurer; John Garriss, City Engineer/Director of Public Works and Utilities; April Nutt, Director of Housing Authority and Jerry Harrison Chief of Police.

Visitors Present: Larry McHugh, Brea Sanford, Cassidy Sanford, Denise Hines, Donnie Collier, Miranda Bruening, Anne Bertie, Gayle Holum and Ned Stichman.

A. Call to Order

Mayor Hayse called the meeting to order.

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission adopted the agenda with the modification that item "A" be removed from the consent agenda and moved to items for Commission Action.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

II. APPOINTMENTS

A. Tree Board -- One Opening -- Two applications received

The purpose of the Tree Board is to honor the City's rich history of enjoying and preserving local natural resources and to promote and protect the public health, safety, and general welfare by providing for the development of a community forestry plan to address the planting, maintenance, and removal of trees located on public property, or which encroach upon public property, and to enhance the natural beauty of the community. For more information, contact Scott Patton at ScottP@IndependenceKs.gov or 620-

332-2512; or visit this link: [Tree Board Information](#)

We currently have an opening on the Tree Board, and have received two applications for this unexpired position.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission appointed Amy Hilyard to an unexpired term on the Tree Board ending on June 1, 2023.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

B. Electrical Board -- One Opening -- One application received

Applicants must be licensed by the City as an electrician. The Electrical Board interprets the provisions of the National Electrical Code, and studies and recommends changes to such code when such matters are brought before the board. For more information, contact Assistant City Manager, David Cowan at 620-332-2528 or DavidC@IndependenceKs.gov, or visit this link: [Electrical Board Information](#)

We currently have an opening on the Electrical Board. We initially received two applications and one person withdrew their application.

Motion:

On the motion of Dean Hayse, seconded by Louis Ysusi, the Commission appointed Kenneth Evans to an unexpired term on the Electrical Board expiring on April 1, 2024.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

III. CONSENT AGENDA

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission adopted the consent agenda with the exception of item "A" which was moved to Items for Commission Action.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Minutes of the City Commission's October 13, 2022 Meeting

- A. Consider an ordinance amending previous boundary ordinances and establishing the legal boundaries for the City of Independence.

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

- B. Consider authorizing bidding for a replacement sanitation truck.

The City has experienced several equipment malfunctions leading to disruptions in service. A new truck has been ordered, and we anticipate delivery soon. It is recommended that the City advertise for bids at this time for a new truck.

A truck incorporating the “Curotto Can” technology has been specified in the bid. This front-loading, automated technology has been shown to provide quicker service as well as require less manpower to operate. In the analysis is assumed that the truck will require additional maintenance versus a standard truck, but it still shows a rate of return of approximately 20% versus using standard technology.

The bid date for the new truck would be November 3, 2022.

Suggested Motion:

I move to authorize bidding for a new sanitation truck.

- C. Consider authorizing application for FAA Terminal Replacement Grant.

In February of 2022 the City applied for a grant to replace the existing terminal at Independence Municipal Airport. Our application was not successful. However, a second round of funding has been opened this year, and, after consultation, a new application is proposed. This would be for the Planning/Environmental/Design phase of the project with an estimated cost of \$230,000. If successful, the City would pay 5%, or \$11,5000 of this cost.

The overall schedule that the City will provide to the FAA along with projected costs is shown in the table below. We are applying for Phase 1 in this application.

Phase	Federal Fiscal Year	Date Range	Estimated Cost
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Minutes of the City Commission's October 13, 2022 Meeting

1. Planning/Environmental/Design	2023	3/1/2023 – 12/1/2023	\$230,000
1. Contract Award & Construction	2024	4/1/2024 – 11/1/2024	\$2,760,000
1. Furnish & Open	2025	1/1/2025	\$10,000
TOTAL			\$3.0M

Suggested Motion:

I move to approve application for the FAA Terminal Replacement Grant and for execution of any required documentation for the application.

- D. Consider updating IPD's communications recording system.

IPD has been using Equature's recording solution since 2017. It is time to update our system to capture phone recordings over the City's new VoIP system. This system will also be compatible with the proposed UHF-D radio system. The Equature recording system is designed to record all phone calls coming into and out of IPD phone lines, all 911 communications, and all radios for the City's public safety agencies. Equature also captures screenshots of Text to 911 and the Computer Aided Dispatch system to document data as entered by dispatchers. These recordings are preserved for many reasons, including as evidence for court cases, quality assurance evaluations on call handling, confirming employee actions, and protecting the City from potential litigation.

Equature is providing Equature InSight to one dispatch station for us to determine if we want to purchase this add-on for additional stations. Equature InSight provides advanced location data and using one-button permission from the caller allows the caller to provide live video from their smartphone. This feature is a \$1,200 value we can test now at no cost and may be available in the future from NG911.

Suggested Motion;

I move to authorize City staff to update the Equature dispatch communications recording solution.

- E. Consider authorizing a temporary use agreement between the City and the Trustees of the First Presbyterian Church.

The First Presbyterian Church has requested to place and maintain a handrail at the intersection of East Maple and South Fifth streets. This handrail would assist mobility impaired citizens at the intersection. The existing sidewalk and curb cuts are already ADA compliant, so this is a measure above and beyond requirements. There would be no cost to the City for this improvement.

Suggested Motion:

I move to approve execution of a temporary use agreement between the City and the Trustees of the First Presbyterian Church.

- F. Consider waiving the City curfew the evening of Tuesday, October 25, 2022 for the Neewollah Queens Ball.

Each year, the City Commission waives the curfew on the night of the Neewollah Queens ball so that students can participate.

Suggested Motion:

I move to waive the curfew on the night of October 25, 2022 so students can participate in the Neewollah Queens Ball.

IV. ITEMS FOR COMMISSION ACTION

- A. Consider an ordinance amending previous boundary ordinances and establishing the legal boundaries for the City of Independence.

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

Since the last time the City adopted a boundary ordinance, corrections have been made to the legal description. The revised legal description was prepared and certified by TranSystems.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission tabled this item.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Minutes of the City Commission's October 13, 2022 Meeting

- B. Consider adopting a Neewollah Resolution and proclaiming October 21 - 29, 2022 as Neewollah.

The Neewollah Festival has been a great source of pride for the City of Independence since 1919. The festival includes numerous activities for families, entertainment for the citizens of Independence, and for the neighboring communities to enjoy.

Denise Hines, Neewollah Generalissimo, has requested street closures in the downtown and Riverside Park areas for October 21st through October 29th for the 2022 Neewollah festival, which includes the carnival, food vendors, parades and other associated activities.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission adopted Resolution No. 2022-051 authorizing Neewollah on designated City property, including streets.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission proclaimed October 21 - 29, 2022 as Neewollah.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- C. Public hearing to consider a notice of appeal from VFW Post 1186 appealing the denial of a Certificate of Appropriateness in the Downtown Historic District for a mural at 113 E. Myrtle Street.

On September 30, 2022 Doug Harlin and Donnie Collier, representing the VFW, appeared before the Independence Historic Preservation and Resource Commission requesting a Certificate of Appropriateness for a mural to be placed on the East wall of the VFW at 113 E. Myrtle Street. *A Certificate of appropriateness is defined as: A certificate issued by the IHPRC, or on appeal by the city commission, approving plans for alteration, construction, demolition or other matters relating to historic properties.*

The VFW's request stated; *"VFW Post 1186 and a group of retired Veterans are working with a professional muralist to create a mural representing years of military presence in our community and honor veterans of all*

branches. The mural we have chosen will add new life to our building, be a welcome site for those entering our community, and citizens will be able to see when exiting the remodeled City Hall".

The request was denied by the IHPRC on a vote of 4-1, stating that painting the brick wall could prematurely deteriorate it and, due to the size of the proposed mural, they did not feel the request met the characteristics of the historic downtown.

City Code provides for an appeal to the City Commission per Section 50-171: Sec. 50-171. Appeal.

The applicant for a certificate of appropriateness may appeal the denial of the certificate of appropriateness to the city commission by filing a notice of appeal with the city clerk within 30 days of the date the IHPRC denies the certificate of appropriateness. The city commission shall conduct a hearing within 30 days. The city commission shall base its decision on the same guidelines as set forth in section 50-167 above and shall either approve or deny the certificate of appropriateness in the same manner specified in sections 50-167 and 50-168 above.

(Ord. No. 3888, § 1, 10-24-02)

Since the code references a hearing, it is recommended that after the applicant makes their presentation, a hearing should be opened, allowing for public comments, and then closed before taking action. Article VI - Certificates of Appropriateness included in Chapter 50 - Independence Historic Preservation and Resource Commission of the City Code is attached. The criteria to determine appropriateness are found in attached Section 50-169.

It should be noted that the wall that the mural is being proposed to be painted on was constructed by the City approximately thirty years ago as part of the parking lot and gazebo project. The former building at this location was damaged by an explosion in the late 1980's. When the damaged building was removed, a portion of the adjoining VFW wall was damaged. A new wall was constructed adjoining the damaged VFW wall, and the void between the two walls was filled with concrete. The Independence Downtown Historic District was listed in the National Register on July 19, 2006. The VFW building itself, while located within the downtown historic district, is not listed as a contributor to the district. According to the Kansas Historic Resources Inventory, the "Register Status" indicates that this structure is not "potentially eligible for national register."

While the VFW building is not a contributing structure, other murals have

been approved in the downtown historic district that are on walls of contributing structures:

1. The mural at the CNB Drive-Thru (Southeast Corner of Penn and Myrtle) is on the north wall of 114 N. Penn Avenue, which is a contributing building to the Independence Downtown Historic District.
2. The mural at the former Pet Shop (Southwest Corner of Penn and Laurel) is on the north wall of 225 N. Penn Avenue, which is a contributing building to the Independence Downtown Historic District.
3. The recent mural at Patio 210 (210 W. Main) is on the west wall of 206 W. Main, which is considered a contributing structure to the Independence Downtown Historic District. The IHPRC notified the Assistant City Manager on March 31, 2022 that; *"At our regular meeting the Independence Historical Resource Commission determined that the mural would not damage nor destroy the character defining features of the historic district nor the wall face that the mural will be painted on."* -- Sean A. Clapp, AIA –Chair Independence Historic Resource Committee, Design Review Committee.

It should also be noted that the design preferred by the VFW is the one that states; "VFW" in large letters, which meets the definition of a wall sign per the zoning code. A public hearing for a variance to exceed the size of a wall sign has been scheduled before the Board of Zoning Appeals on November 1, 2022 at 5:30 PM.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission upheld the denial of the certificate of appropriateness requested by VFW Post 1186 for a mural on the east side of their building.

Aye: Tim Emert, Dean Hayse

Nay: Louis Ysusi

- D. Consider a request from FORPAZ to paint a Miss Able mural on the stadium wall near Ralph Mitchell Zoo.

FORPAZ requests permission to paint a Miss Able mural on the stadium wall near Ralph Mitchell Zoo. In speaking with the City Attorney, it was recommended that the Park Board first review the request, and make a recommendation to the City Commission. since the stadium is jointly owned

by the City and the school district, the School Board would also need to approve the request.

The Park Board has recommended approving the mural. In addition to getting final approval from the Commission, FORPAZ is also in the process of requesting approval from the school board at their Monday, October 10, 2022 meeting. According to the database on the Kansas Historical Society website, the stadium wall is not listed on any historical register, so no historical review is required.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission accepted the recommendation of the Park Board to authorize FORPAZ to paint a Miss Able mural on the stadium wall near Ralph Mitchell Zoo, pending approval of the School Board.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- E. Consider Right-of-Way Agreement with MCImetro Access Transmission Services LLC.

In January 2022, Verizon advised the City that its wholly-owned subsidiary MCImetro would be acquiring the fiber-optic cable of its affiliate, Verizon Wireless Services, LLC on or around June 30, 2022. The City was advised MCImetro would not be providing telecommunication services within the City and there were no plans to lay additional fiber or construct additional fiber services. However, MCImetro advised it intended to continue to utilize the current fiber-optic cable that already was in the City's ROW.

Previously, Verizon only had a Right of Access/Easement Agreement and may have assumed a previous ROW agreement between the City and Kansas Fiber, but it had not been paying a fee for the utilization of the City's ROW. It was determined MCImetro has approximately 800 linear feet of fiber within the City's ROW and the location is on record with Kansas One Call.

Following negotiations as to what Kansas law would allow and what an appropriate fee would be, a new ROW Agreement has been executed by MCImetro. The new agreement provides for the following:

- A \$1,000 annual fee;
- Ten-year initial term with yearly auto-renewal thereafter;

- Indemnification and insurance provisions, along with a performance bond requirement;
- In the event of any construction or work impacting ROW, MCImetro is required to restore at MCImetro's expense ROW to its previous condition;
- In the event of termination or abandonment of fiber, City has the right of first refusal to purchase the fiber, or to require MCImetro to remove the fiber at MCImetro's expense; and
- If needed, the City can require relocation of the fiber at MCImetro's expense;

Finally, this is not a franchise agreement since MCImetro is not providing services within the City. In the event MCImetro opts in the future to provide services within the City, this agreement requires them to enter into a franchise agreement with the City to do so and such additional fees, as permitted by law, may be assessed at that time.

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission approved and authorized the Mayor to sign a ROW Agreement with MCImetro..

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- F. Consider setting a public hearing to consider condemnation of 1016 W. Myrtle Street as dangerous and unsafe.

The City of Independence recently condemned and removed 1010 and 1020 W. Laurel Street residences through the condemnation process. It was determined through O&E reports that a garage that City Staff thought was adjoined to 1010 W. Laurel Street was actually on a separate parcel (1016 W. Laurel). However, all three parcels belong to Chris Linker. The City zoning code does not allow a garage to be left on a parcel without a primary structure, and it is unknown when the house that was originally at 1016 W. Laurel was removed.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission adopted Resolution No. 2022-053 setting a Public Hearing for December 22, 2022 at 5:30 p.m. to consider the condemnation of a garage at 1016 W. Myrtle Street as dangerous and unsafe.

Minutes of the City Commission's October 13, 2022 Meeting

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- G. Consider setting a public hearing to consider condemnation of 813 S. 17th Street as dangerous and unsafe.

On September 18, 2022 the structure at 813 S. 17th was involved in a fire that did extensive damage. The City of Independence has notified Bremen Insurance and the property owner regarding the condemnation process and set the date of December 22, 2022 for a public hearing to consider the condemnation of the property as dangerous and unsafe. The City has requested insurance proceeds from Bremen insurance to cover the cost of demolition.

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission adopted Resolution 2022-054 setting the date of December 22, 2022 at 5:30 p.m. for a public hearing to consider the condemnation of 813 S. 17th Street as dangerous and unsafe.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- H. Consider adopting a Resolution establishing a burning ban.

Due to public safety concerns based upon the extremely dry weather conditions and low moisture content in vegetation, which causes dangerous fire conditions to exist, it is recommended to establish a burning ban in Independence. The ban will apply to all recreational burning, including, but not limited to, pit fires, bonfires, campfires, fires in outdoor fireplaces, fires in pits, or chimney-type devices. The ban does not prohibit cooking in propane, gas or charcoal barbecues approved for that type of use consistent with existing City ordinances.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission adopted Resolution No. 2022-052 establishing a burning ban within the City of Independence City limits.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- I. Consider change order for Evidence Building.

We are requesting the Commission authorize the payment of the following: There is no way of accessing water on the front exterior of the building to rinse or clean materials as needed at the evidence building so we are requesting to add a spigot (Item 1).

There are gaps in the sheetrock on the ceiling. These large open areas will allow conditioned air to escape the building and negatively impact the efficiency of HVAC systems. We request these open areas be covered with sheetrock and that existing sheetrock be patched with all sheetrock to be mud and taped (Item 3 D).

To provide additional security for sensitive areas, we recommend a door and lock system be reused and installed along with additional materials to close in the room, walls, and ceiling (Item 4).

City staff did a walk-through on 10-5-22 and discovered the contractor had already completed these items (except for the ceiling and wall work in Item 4) prior to commission approval. This was a business decision knowingly made on the contractor's part. During demolition, the contractor uncovered what appears to be lead paint behind the paneling. We can remediate the paint or cover it. Staff recommends covering the paint with sheetrock. Because the contractor made the decision to do the other work prior to authorization, the contractor has agreed to cover the suspected lead paint with mud and taped sheetrock for no additional charge upon approval of this change order.

City staff discovered a hole in the exterior left from the removal of a window unit air conditioner. The project designer has agreed to have that exterior hole in-filled like the other exterior wall openings at no additional charge.

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission authorized items 1, 3D, and 4 in the DCI Change order dated 10-5-22..

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- J. Consider applying for a USDA Rural Community Infrastructure & Equipment Grant for Emergency Service Equipment.**

The USDA Rural Development division of the U.S. Department of Agriculture has a program called the Community Facilities Direct Loan & Grant Program.

This program provides affordable funding to develop essential community facilities in rural areas. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial or business undertakings. Funds can be used to purchase, construct, and / or improve essential community facilities, purchase equipment and pay related project expenses. For Independence, the grant program provides a 35% match from USDA up to a maximum grant award of \$50,000.

Independence has a variety of public service related projects and equipment needs for the community, but limited funds available to fund them all. In working with the USDA, we have identified four projects that are either necessary for the safety of our employees and community, or will improve the efficiency and effectiveness of our public safety operations. The projects are as follows:

- 1. UHF Radio System & Equipment - needed to be inter-operable with all other public safety entities in Montgomery County. Further, the new system will allow reliable, safe communications.**
- 2. E-Citation System - will provide efficiency by eliminating three persons entering data for each citation. It will improve safety by reducing the length of time officers need to complete a traffic stop.**
- 3. Filter Balance Hood - will protect officers from the avoidable hazard of exposure to hazardous materials during the evidence process.**
- 4. Radar Sign & Trailer - will improve traffic safety through reduced speed and allow for traffic studies to establish safe speeds on roadways. It will also allow us to determine where traffic enforcement is needed most to be more efficient in traffic safety services.**

This grant submission is a request to fund all four projects. As part of the application requirements, we want to provide information to the public on the proposed improvements and an opportunity for citizens to comment on items such as the economic and environmental impacts, service area, alternatives to the project, or any other issues.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission approved the submission of the USDA Grant Application and related

attachments.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- K. Consider accepting the KDOT Transportation Alternatives Grant for sidewalk along Main Street and Laurel Street to Peter Pan and Labette Health.

The City's Kansas Department of Transportation (KDOT) Transportation Alternatives Grant application was successful. The grant period is for funds from the State's 2024 fiscal year (July 1, 2023 – June 30, 2024).

It is suggested that the City accept the grant funding the new sidewalk connecting existing sidewalks on West Main and Laurel Streets to Peter Pan and Labette Health as shown in the attached drawing. Prior to the initial application, it was thought that design work would be covered by the grant, but it is not. The bulk of the non-participating costs are composed of this design work.

Estimated Construction/CE Cost	Estimated City Match – (20%)	Non-Participating Costs (Design)	Total City Cost
\$1,225,280	\$245,056	\$117,600	\$362,656

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission approved the acceptance of KDOT's Transportation Alternatives Grant as described and for execution of any necessary documents required by KDOT .

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

V. REPORTS

A. City Board Minutes

1. January 10, 2022 Electrical Board
2. September 6, 2022 Planning and Zoning Commission/Board of Zoning Appeals
3. September 21, 2022 Library Board of Trustees

Minutes of the City Commission's October 13, 2022 Meeting

B. September 2022 Sales Tax Report

VI. CITY MANAGER'S COMMENTS

City Manager Passauer was notified by KDOT that the two connecting link projects were approved.

VII. COMMISSIONERS' COMMENTS

None.

VIII. PUBLIC CONCERNS

None.

IX. ADJOURNMENT

Motion:

On the motion of Dean Hayse, seconded by Louis Ysusi, the Commission adjourned the meeting.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Dean A. Hayse, Mayor

Louis Ysusi, Commissioner

Tim Emert, Commissioner

Minutes of the City Commission's October 13, 2022 Meeting

Attest:

City Clerk/Treasurer

Minutes of the City Commission's October 19, 2022 Meeting

I. SPECIAL SESSION

Commissioners Present: Mayor Dean Hayse, Vice-Mayor Tim Emert, Commissioner Louis Ysusi

City Staff Present: Kelly Passauer, City Manager, and David Schwenker, City Clerk/City Treasurer

Visitors Present: None

A. Call to Order

Mayor Hayse called the meeting to order.

II. EXECUTIVE SESSION

A. Personnel matters of non-elected personnel.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission recessed for an executive session for discussion of an employee's performance pursuant to the non-elected personnel exception, KSA 75-4319(b)(1). The open meeting will resume at 10:00 a.m .

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

The open meeting resumed at 10:00 a.m.

Motion:

On the motion of Dean Hayse, seconded by Louis Ysusi, the Commission recessed for an executive session for discussion of an employee's performance pursuant to the non-elected personnel exception, KSA 75-4319(b)(1). The open meeting will resume at 10:30 a.m .

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

The open meeting resumed at 10:30 a.m. with no action taken.

III. ADJOURNMENT

Minutes of the City Commission's October 19, 2022 Meeting

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission adjourned the meeting.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Dean A. Hayse, Mayor

Louis Ysusi, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the City Commission's October 26, 2022 Meeting

I. REGULAR SESSION

Commissioners Present: Mayor Dean Hayse, Vice-Mayor Tim Emert, Commissioner Louis Ysusi

City Staff Present: Jeff Chubb, City Attorney; David Cowan, Assistant City Manager; Kelly Passauer, City Manager; David Schwenker, City Clerk/City Treasurer; John Garris, City Engineer/Director of Public Works and Utilities; Brian McHugh, Memorial Hall Supervisor; Shawn Wallis, Fire/EMS Chief; Lacey Lies, Director of Finance and Jerry Harrison, Chief of Police.

Visitors Present: Larry McHugh, Brea Sanford, Cassidy Sanford, Patrick Miller, Jason Elmore, Simon Heckman, John Heckman, Stephanie Vineyard, Lizzy Vineyard, Dannon Kelly and Dylan Kelly

A. Call to Order

Mayor Hayse called the meeting to order.

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission adopted the agenda.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

II. APPOINTMENTS

A. Library Board -- One Opening -- Applications Due by noon on November 10, 2022

Bill Kelly has served on the library board since May 27, 2021. He is relocating in December and has submitted his resignation. He is willing to serve until replaced. Applications are being accepted until noon on November 10, 2022 for an unexpired term ending on May 1, 2025.

Below are the current members:

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INDEPENDENCE LIBRARY DISTRICT BOARD OF TRUSTEES 4 year terms – 7 members			
Members	Term	Expires	Appointed
Tom Sewell	2nd term*	May 1, 2025	11/22/2016 6/8/2017
Michelle Anderson	2nd term	May 1, 2026	4/26/2018
Bill Kelly	1st term	May 1, 2025	Appointed 05/27/2021 Replaced Carolyn Torrance
Rachel Koszalka	1st term*	May 1, 2026	9/24/2020 Replaced Jana Shaver
Ronald Schwatken	1st term USD 446 Rep	May 1, 2025	7/13/2020
James Reed	Unexpired Elk City Rep	May 1, 2023	2/10/2020
Tom Richardson	3rd term USD 446 Rep	May 1, 2025	
* Previously served unexpired term			
Meeting Place: Centennial Room, Library Meeting Date: Third Wednesday Meeting time: 4:15 p.m.			

III. CONSENT AGENDA

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi the Commission adopted the consent agenda.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- A. Consider approving City Commission minutes from September 8th, 21st, 22nd and 29th, 2022.

Suggested Motion:

I move to approve the City Commission minutes from September 8th, 21st, 22nd and 29th, 2022.

- B. Consider initiating a public hearing before the Planning Commission to consider a text amendment to the zoning code regarding temporary signs.

It has come to the attention of City staff that the City code needs to be updated to be in compliance with K.S.A. 25-2711 which states:

“K.S.A. 25-2711. Placement of political signs during election period. No city or county shall regulate or prohibit the placement of or the number of political signs on private property or the unpaved right-of-way for city streets or county roads on private property during the 45-day period prior to any election and the two-day period following any such election. Cities and counties may regulate

Minutes of the City Commission's October 26, 2022 Meeting

the size and a set-back distance for the placement of signs so as not to impede sight lines or sight distance for safety reasons.”

The City Attorney has reviewed our City code and recommends the modifications as included in the attached draft ordinance. Since this code change is found in the zoning code, it will require a public hearing to consider a text amendment before the Planning Commission.

Suggested Motion:

I move to initiate a public hearing on December 6, 2022 at 5:30 PM before the Planning Commission to consider a text amendment to the zoning code relating to temporary signs.

- C. Consider authorizing Valbridge Property Advisors to perform a market-based appraisal of Building D.

Tim Kerr representing ReeceNichols, who is the listing agent for Building D, previously indicated interested parties are requesting a listing price. We asked ReeceNichols to assist the City in setting a listing price. ReeceNichols recommended a market appraisal to help determine a listing price. Requests for Proposals were posted and sent out to commercial appraisals via the Realtor.

Two companies indicated that they did not wish to provide a proposal due to their current workload, and two companies provided proposals as follows:

Proposals	Amount	Timeline
Frazier Appraisal Services	\$15,000	30-45 days
Valbridge Property Advisors	\$10,000	By November 30th, assuming materials.
Martens Appraisal	N/A	Declined to provide a propos
Mainland Valuation Services	N/A	Declined to provide a propos

Ssuggested Motion:

I move to authorize Valbridge Property Advisors to perform a market-based appraisal of Building D for a fee of \$10,000.

IV. PUBLIC HEARING

- A. Public Hearing to consider the proposed vacation of easements and rights-of-ways as indicated on a proposed minor subdivision plat for Heckman Landing Addition, which is a replat of certain lots within the Regency West 2nd Addition Subdivision.

Recently, the City code was amended to allow minor subdivision replats which do

Minutes of the City Commission's October 26, 2022 Meeting

not require having to go through the entire replatting process. Staff has reviewed the plat submitted and finds it to be in compliance with the exception of the plat was drawn to 1" = 50' rather than 1" = 100'. However, the County Zoning Administrator was contacted and indicated that the County would accept the plat drawn at the scale submitted.

The plat does propose vacation of easements or rights-of-way, which requires setting a public hearing at least 20 days prior to the date of the hearing.

The code regarding minor subdivision replats may be found at this link: https://library.municode.com/ks/independence/codes/code_of_ordinances?nodeId=APXASU_ARTXIVMISURE

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission approved the vacation of easements or rights-of-way and approval of the minor subdivision plat for Heckman Landing Addition, which is a replat of certain lots within the Regency West 2nd Addition Subdivision.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

V. ITEMS FOR COMMISSION ACTION

- A. Consider setting a Public Hearing to consider the condemnation of a garage at 108 S. Wald as dangerous and unsafe on December 22, 2022 at 5:30 p.m.

On October 16, 2022 a garage fire did extensive damage to the structure and left it dangerous and unsafe. City crews utilized a backhoe to knock the structure down and make is safe. City Staff recommends setting the date of December 22, 2022 at 5:30 p.m. to consider condemnation of the structure.

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert the Commission set a Public Hearing to consider the condemnation of a garage at 108 S. Wald as dangerous and unsafe on December 22, 2022 at 5:30 p.m.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- B. Consider adopting a resolution for a conditional use permit for "Massage Services" in a C-3, central business district at 201 West Main Street.

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The Planning Commission conducted a public hearing on October 4, 2022 and considered the following staff report:

Patrick Miller previously operated his massage therapy business in the Professional Building after being issued a City license. Mr. Miller has requested to relocate this business, Amazing Hands Massage, to the Booth Hotel. We now require all City licenses to go through a zoning review before they are issued. As part of the zoning review process, it was discovered that a conditional use permit was required for "Massage Services."

The Booth Hotel is zoned C-3, and a massage services business requires a conditional use permit in that district.

511.0. - C-3, central business district.

511.1. Intent: District C-3 is intended primarily for major business services and retail business activity related to the core of the central business district serving the metropolitan trade area. Because this district is a major employment and shopping area within the community, relatively large building volumes and high residential density is permitted for transient and apartment accommodations. The high volume of pedestrian movement generated within this district will be facilitated as much as possible by the separation of pedestrian and vehicular traffic.

511.2. Permitted uses: The listing of permitted uses is set out in appendix "A" of these regulations.

511.3. Conditional uses: The listing of conditional uses is set out in appendix "A" of these regulations.

511.8. Use regulations:

- a. All business establishments shall be retail or service establishments dealing directly with consumers.
- b. No business establishment shall offer or sell food or beverages for consumption on the premises in parked motor vehicles.
- c. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
- d. Marquees and awnings may project over public right-of-way as provided by these regulations.

Massage services are allowed in a C-2, C-3, or C-4 zone with a conditional use permit.

Appendix A

		Permitted Zoning District													
Land Use Category	Code	A-1	R-1	R-2	R-3	R-4	R-5	O/P	C-1	C-2	C-3	C-4	M-1	M-2	
Massage services	6262									C	C	C			

PURPOSE AND AUTHORITY 901.1. Purpose: Conditional uses are those types of uses which

are considered by the city to be essentially desirable, necessary, or convenient to the community but which by their nature or operation have (1) a tendency to generate excessive traffic, (2) a potential for attracting a large number of persons to the area of the use, thus creating noise or other pollutants, (3) a detrimental effect upon the value of or potential development of other properties in the neighborhood, or (4) an extraordinary potential for accidents or danger to the public health or safety.

Such conditional uses cannot be allowed to locate as a "right" on any parcel of land within certain districts without consideration of existing conditions at the proposed location and of properties neighboring upon the specific site considered, nor without adequate and sufficient safeguards, when necessary, to lessen the impact of adverse factors.

901.2. Authority to grant permits: The governing body shall have the authority to grant conditional use permits, subject to such conditions of design and operation safeguards and time limitations as it may determine for all conditional uses specified in appendix "A" of this ordinance and for all permitted uses for which the planning and zoning commission has found that by their nature or in their operation have characteristics listed in clauses (1), (2), (3) and (4) of section 901.1 of this article, provided, however, that said conditional use permits for permitted uses shall not establish standards or conditions that are less restrictive than those set out in the district regulations for the district in which said use is located.

ACTION BY THE PLANNING COMMISSION For a Conditional Use Permit: 902.2. Action by the planning commission: Upon receiving the application for conditional use permit from the zoning administrator, the planning commission shall publish notice and hold public hearing on the proposal. Procedures for public hearings shall be handled the same as a zoning amendment as described in section 1603.0 of the zoning code. If the planning commission determines that additional information should be provided to it before making a decision, the planning commission may adjourn the public hearing to a new date and require the applicant to provide such additional information. The decision of the planning commission to recommend approval or denial of the proposed conditional use shall be based on any or all of the following criteria which the planning commission determines to be relevant:

- a. The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitation.
- b. The proposed conditional use at the specified location will contribute to and promote the welfare or convenience of the public.
- c. The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.
- d. The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate use of the neighboring property in accordance with the applicable zoning district

regulations. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:

1. The location, nature and height of buildings, structures, walls and fences on the site, and
 2. The nature and extent of landscaping and screening on the site.
- e. Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations (article VII).
- f. Adequate utility, drainage, and other such necessary facilities have been or will be provided.
- g. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.

902.3. Additional requirements: In consideration of requests for any conditional use permits the planning commission shall recommend to the governing body such conditions of use as it deems necessary to protect the best interests of the city, and the surrounding property and to achieve the objectives of this ordinance. These additional requirements shall include, but not be limited to, those special provisions applying the miscellaneous conditional uses, specified in article X.

A violation of a requirement, condition, or safeguard shall be considered a violation of this ordinance and grounds for the zoning administrator to terminate and cancel such conditional use permit.

PLANNING COMMISSION ACTION The Planning Commission recommended approving the conditional use permit as the business meets the criteria: it is contained within a building that has adequate parking (although off-street parking is not required in the C-3 district), does not dominate the use of any neighboring property, will contribute to and promote the welfare or convenience of the public and will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission adopted a resolution for a conditional use permit for "Massage Services" in a C-3, central business district at 201 West Main Street for Amazing Hands Massage.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- C. Consider adopting an ordinance to modify Appendix B - Zoning of the City Code relating to coffee roasting.

On October 4, 2022 the Planning Commission held a public hearing regarding this agenda item.

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The following staff report was provided:

City staff has been approached by an existing business that is relocating downtown in the C-3, central business district. Their business would include roasting coffee that would be sold on-site. The permitted and conditional use table only allows coffee roasting in industrial districts (M-1 and M-2).

Appendix A

Land Use Category	Code	Permitted Zoning District										
		A-1	R-1	R-2	R-3	R-4	R-5	O/P	C-1	C-2	C-3	C
Coffee roasting and coffee products—manufacturing	2195											

POLICY EXPLANATION

1601.2. Proposal of amendments: Amendments may be initiated by the governing body, the planning commission, or upon application by the owners of the property affected.

1602.3. Disposition of amendment proposals: Upon receipt of proposed amendment from the zoning administrator, the planning commission shall hold a public hearing on the proposed amendment, and forward to the governing body its findings and recommendations with respect to the proposed amendment.

1604.2. Amendments to text: When a proposed amendment would result in a change in the text of these regulations but would not result in a change of zoning classification of any specific property, the recommendation of the planning commission shall contain a statement as to the nature and effect of such proposed amendment and determinations as to the following items:

- Whether such change is consistent with the intent and purpose of these regulations;
- The areas which are most likely to be directly affected by such change and in what way they will be affected; and
- Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social economic conditions in the areas and zoning districts affected.

STAFF RECOMMENDATION If the text amendment is recommended by the Planning Commission, and subsequently approved by the City Commission, this will provide the opportunity to hold a Public Hearing to consider the conditional use permit. The public hearing would require notification of all property owners within 200' of the proposed location and would provide the opportunity to add additional conditions to address relevant concerns.

PLANNING COMMISSION ACTION The Planning Commission moved to recommend a text amendment to Appendix B-Zoning of the City Code to permit coffee roasting in a C-3, central business district as a conditional use, as the change is consistent with the intent and purpose of these regulations, the area affected by such change would be the C-3, central business district by allowing niche coffee roasting in this zone, niche being defined as less than 100,000 pounds annually and the change is made necessary due to a recent planning concept of manufacturing and selling certain niche items in a storefront location in a downtown setting, such as the brewery.

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission adopted an ordinance amending Appendix B-Zoning of the City Code to permit coffee roasting

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in a C-3, central business district as a conditional use with certain additional conditions when located in the C-3 zone.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- D. Consider adopting a Resolution establishing a policy for Sidewalk Maintenance and Improvement.

The repair and maintenance of sidewalks within the City is generally the duty of the homeowner. In order to improve the quality of selected sidewalks, a program has been funded to repair selected areas of sidewalk in conjunction with the attached policy. This policy would allow the City to select an area for improvement, inspect the area for necessary repairs, notify landowners, and give them the option of fixing the sidewalk or having the City fix the sidewalk and provide a mechanism to charge them.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission adopted Resolution 2022-056 establishing a policy for Sidewalk Maintenance and Improvement.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- E. Consider the design of the new North City Hall Parking Lot.

A parking lot was designed By TreanorHL, architects on the current City Hall restoration project. It was requested to review alternatives that may be less costly. Two additional alternatives were selected for review, and TranSystems provided estimated construction cost information across the three projects, so they are priced from a consistent basis. In both cases, these new alternatives provide a parking lot using minimal concrete, and rely solely upon painted lines for delineation of stalls.

Adjustments were made to the construction engineering/inspection cost of the Treanor Design option, since the TreanorHL design would be more costly to inspect and manage.

The estimated costs for each alternative are shown below.

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	Treanor Design	Plain Parking Lot, Small Footprint	Plain, Large Footprint
Estimate	\$550,000	\$420,000	\$480,000
Design	Complete	\$28,000	\$28,000
Construction Engineering/Inspection	\$75,000	\$68,000	\$68,000
Total	\$625,000	\$516,000	\$576,000
Number of Spaces	72	80	101
Number of ADA	3	4	6
Cost per Space	\$8,681	\$6,450	\$5,703

A plan view of each alternative is shown in the attached document.

Additionally, it was requested to add five parking spaces due north of the renovated City Hall, on the south side of Myrtle Street. These five spaces are also shown in the attached document. An approximate cost for the construction and inspection of these spaces is \$30,000, and is not included in any of the options listed above.

It is recommended to go with the lowest cost option, “Plain, Large Footprint” and include the five spaces south of Myrtle Street.

Motion:

On the motion of Dean Hayse, seconded by Louis Ysusi, the Commission approved the north street parking and contract with TranSystems, Inc.,

Aye: Dean Hayse, Louis Ysusi

Nay: Tim Emert

- F. Consider accepting award for KDOT City Connecting Link Improvement Program (CCLIP) grants for two projects: 1) Surface Preservation – Main Street, 8th Street to 5th Street and 2) Surface Preservation – 5th Street to 2nd Street.**

Kansas Department of Transportation (KDOT) City Connecting Link Improvement Program (CCLIP) applications were due in March for FY 2024 (July 1, 2023 – June 30, 2024). The City applied for two grants. Representatives of KDOT reached out and requested that the City change a Pavement Restoration project into a Surface Preservation project. The grants awarded to the City reflect that change and each project is now a 2” mill and overlay.

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The following projects are awarded:

1. CCLIP Project, Surface Preservation – Main Street, 8th Street to 5th Street, 2” mill & overlay.

Estimated Cost	Estimated City Match – (10%)	Non-Participating Costs	Total City Cost
\$368,225	\$36,822	\$91,000	\$127,822

2. CCLIP Project, Surface Preservation – Main Street, 5th Street to 2nd Street, 2” mill & overlay.

Estimated Cost	Estimated City Match – (10%)	Non-Participating Costs	Total City Cost
\$365,000	\$36,500	\$88,000	\$124,500

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission approved acceptance of KDOT’s CCLIP Surface Preservation Program for Main Street, from 8th to 5th Street and for execution of any necessary documents required by KDOT and to enter into a design contract with TranSystems.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission approved acceptance of KDOT’s CCLIP Surface Preservation Program for Main Street, from 5th to 2nd Street and for execution of any necessary documents required by KDOT and to enter into a design contract with TranSystems.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- G Consider proclaiming November 5 through November 11, 2022 as the 100th . Anniversary of the Dedication of the Memorial Hall Cornerstone.

City staff was contacted by the Chamber and Steve Aemisegger representing the American Legion. Mr. Aemisegger indicated that he wished to have the Masons and/or Legion rededicate the cornerstone of Memorial Hall in recognition of the 100th Anniversary. Newspaper clippings of this event indicate the Memorial Hall

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granite cornerstone was presented to the American Legion by C.W. Randolph of Cherryvale. On Armistice Day, November 11, 1922 a parade of veterans from West Main Street to Memorial Hall occurred directly prior to the laying of the cornerstone by John McCullagh, Grand Master of A.F. & A.M. of Kansas.

Following the same tradition from 100 years ago, the rededication of the cornerstone will occur immediately after the Veterans Parade of Honor.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission proclaimed November 5 through November 11, 2022 as the 100th Anniversary of the Dedication of the Memorial Hall Cornerstone.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

VI. REPORTS

A. Monthly Project and Public Works Report

Engineer Garris presented the report.

VII. CITY MANAGER'S COMMENTS

City Manager Passauer informed the Commission that the annual employee lunch will be on December 9th. All City departments are busy with Neewollah and county employees will be allowed to park in the fenced area in the City parking lot.

VIII. COMMISSIONERS' COMMENTS

Mayor Hayse congratulated staff on the wayfinding signs and inquired about the water problems at the judicial center.

IX. PUBLIC CONCERNS

None.

X. EXECUTIVE SESSION

A. Discussions prior to acquisition of real estate.

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Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission recessed for an executive session for discussion of possible acquisition of real estate for City and public purposes pursuant to the preliminary discussion on acquisition of real estate exception, (KSA 75-4319(b)(6)). The open meeting will resume at 7:00 pm. In the executive session there will be the Commission, City Attorney, City Manager, Assistant City Manager, City Engineer, and Finance Director.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

The open meeting resumed at 7:00 pm with no action taken.

XI. ADJOURNMENT

Motion:

On the motion of Dean Hayse, seconded by Louis Ysusi, the Commission adjourned the meeting.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Dean A. Hayse, Mayor

Louis Ysusi, Commissioner

Tim Emert, Commissioner

Attest:

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City Clerk/Treasurer



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
November 10, 2022**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider adding a streetlight on American Way.

SUMMARY RECOMMENDATION Approve Addition.

BACKGROUND There has been a request to the City to add a streetlight on American Way. There are no current lights in the area. At the request of the City, Evergy conducted an evaluation and provided the attached recommendation. This light would cost \$7.83 per month, plus applicable fees. A new pole would be needed, which would cost \$3.50 per month.

It is requested that the Commission approve the light as noted.

FINANCIAL INFORMATION This would be paid for from the General Fund.

SUGGESTED MOTION I move to approve the new streetlight as shown in the attached Evergy proposal, dated October 24, 2022.

SUPPORTING DOCUMENTS

1. 10-24-2022 CITY OF INDY streetlight

October 24, 2022

TO: John Garriss, City of Independence, engineer@independencex.gov

FROM: Kari West, Evergy Customer Solutions Manager, kari.west@evergy.com
Lori Johnson, Evergy Construction & Maintenance Supv.,
lori.johnson@evergy.com

RE: Review of New Streetlight on American Way

Thank you for reaching out to request placement of a new streetlight for the red dot below mentioned area. Per your request to provide a streetlight, our distribution designer analyzed the area and developed the following recommendation for review.



Evergy can provide a variety of lumens with our LED Streetlight options, however, given the proximity of houses, we would recommend a standard LED-ALS Streetlight for this application.

Current estimated monthly cost would be: \$7.83 for one light.

If you have specific design questions, please contact Lori Johnson, Evergy Construction & Maintenance Supervisor or JoAnn Evans, Distribution Designer.

Once the City considers this request, please advise on how you would like to proceed.



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
November 10, 2022**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider authorizing bidding for a new sewer pump.

SUMMARY RECOMMENDATION Approve Bidding for New Sewer Pump.

BACKGROUND As part of the effort to increase reliability of City infrastructure, the Southeast Lift Station has been reviewed. After the bids on the revisions to Southeast were found to be uneconomical, a secondary plan was created. A pump has been in use for some time that will fill the need for emergency service, plus allow the Southeast Lift Station to be properly maintained. This pump is sufficient for most needs that the City would have, and could be used in a variety of locations. The pump specified has proven to be acceptable in this service.

Bids would be due on December 1, 2022.

FINANCIAL INFORMATION This will be paid for using funds set aside for Southeast Lift Station improvements.

SUGGESTED MOTION I move to approve bidding a new sewer pump.

SUPPORTING DOCUMENTS

1. Advertisement for Bid - Sewer Pump - 2022



Advertisement for Bid

The City of Independence, Kansas, is accepting bids for one new mobile, diesel-driven pump meeting or exceeding the attached specifications. A bid for a used unit would be considered, but documentation would be required.

Bids must be sent to the office of the City Clerk, 811 W. Laurel Street, Independence, Ks. 67301, on or before 2:00 p.m. Thursday, December 1, 2022. Bids shall be enclosed in a sealed envelope plainly marked on the outside "New Pump". If bid is mailed, original envelope shall be enclosed in a separate envelope addressed to the City Clerk, also plainly marked on the outside as stated above. E-mail or fax bids will not be accepted. The apparent low bid will then be presented to the Independence City Commission at a 2022 regular meeting for their formal action.

The city reserves the right to accept or reject any or all bids or to waive any irregularities should any occur as may best benefit the City. The City Manager may require that no bidder may withdraw a bid for a period of up to forty-five (45) days after the date and hour set for opening bids, but that a bid may be withdrawn up to twenty-four (24) hours prior to expiration of the deadline for submitted bids.

Lacey Lies, Finance Director

11/10/2022

Date



SPECIFICATIONS

ONE NEW PIONEER PUMP MODEL PP63C17L2-TCD914L06 OR EQUIVALENT. USED ALONG WITH UNIT DOCUMENTATION MAY BE PROVIDED AS AN ALTERNATE.

ENGINE

DIESEL ENGINE
(DEUTZ 148 HP)
AUTOMATIC START
INTEGRAL FUEL TANK
OIL PRESSURE, AMP
METER, TACHOMETER,
HOUR METER

PUMP

6"X3" ANSI Flanged
ASTM A744 CD4Mcu Stainless, Tangential Discharge
300PSI Operating Pressure
CF8M Stainless Wear Rings
Stainless Brac-Plate, Seal Gland, Suction Cover
Single Type Seal w/ Tungsten Carbide vs. Silicon Carbide Seal Faces, Viton Elastomers,
300 Series Stainless Steel Hardware and Spring Seal System
Enclosed Type Impeller w/ 0.75" Spherical Solids Handling Capability - Construction of
ASTM A744 CD4Mcu Stainless Steel
Bearing Housing ASTM A48 Class 30/35 Gray Iron
Pump End Bearing Single Row Ball
Drive End Bearing Double Row Angular Contact Bearings
Shaft 17-4 PH Corrosion Resistant Stainless Steel
O-Rings Viton
Lubrication Oil (Grease Optional)
Include Pump Curve

DELIVERY INCLUDED TO

WATER AND SEWER DEPARTMENT
10th Street/ W. Railroad St
INDEPENDENCE, KS 67301

PLEASE PROVIDE WARRANTY INFORMATION.

FOR ANY QUESTIONS OR FURTHER INFORMATION, PLEASE CONTACT:

JOHN GARRIS
CITY ENGINEER
ENGINEER@INDEPENDENCEKS.GOV

THE CITY OF INDEPENDENCE IS A TAX-EXEMPT MUNICIPALITY.

CITY OF INDEPENDENCE, KANSAS

MOBILE PUMP BID FORM

1. NEW PIONEER PUMP MODEL \$ _____
PP63C17L2-TC914L06OR EQUIVALENT
2. ESTIMATED DELIVERY DATE _____

Bidder Information:

Name _____

Address _____

City _____ St. _____ Zip _____

Phone _____

E- Mail Address _____

Authorized Officer _____

Title _____

Date _____



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
November 10, 2022

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider approving bidding for concrete patching of utility cuts, new sidewalks, ADA ramps, and curb and gutter.

SUMMARY RECOMMENDATION Authorize bidding.

BACKGROUND Last year, utility patching was bid. As this work has progressed well, it is requested that the City be allowed to bid for utility patching as well as sidewalk replacement, ADA ramps, and replacement curb and gutter. This will allow work in the City to take place routinely, and provide a base price for the Sidewalk Improvement Program. If approved, bids will be opened at 2 pm on December 1, 2022.

FINANCIAL INFORMATION Concrete work performed will be charged to the relevant budget line item (i.e., ADA, Street, Water/Sewer, Sidewalk Improvement).

SUGGESTED MOTION I move to issue bids for concrete work for 2023.

SUPPORTING DOCUMENTS

1. Sidewalk CG Patching Specification
2. Sidewalk CG Patching Bid Schedule

Sidewalk, Sidewalk Ramp, Curb and Gutter and Pavement Patching

1. GENERAL

- 1.1 Description: The work of this section consists of roadway surface patching replacement as specified herein. Existing surfaces shall include:
1. Existing concrete sidewalks
 2. Existing concrete curb and gutter
 3. Existing municipal streets with surfacing of asphalt, brick, and Portland Cement Concrete.

2. METHODS

- 2.1 Place compacted AB-3 Base and PCCP Surfacing: Place compacted AB-3 Base at optimum moisture, uniformly at specified areas. Material shall be placed to a density not less than ninety-five percent (95%) of standard density at optimum moisture. Maximum compacted thickness shall not exceed six inches.

- 2.2 Sidewalks, sidewalk ramps, curb and gutter: The areas to be replaced shall be designated by the City.

Replacement of sidewalk, sidewalk ramp, and curb and gutter areas shall consist of the following:

1. Saw cut areas to be patched full depth and to neat lines.
 2. Excavate the existing material to a depth of:
 - A) 6 inches below subgrade for sidewalk and ramps
 - B) 12 inches below finished grade and remove from site to an approved disposal site.
 3. Place Compacted AB-3 material with optimum moisture to a full depth below finished grade and to the required density.(6 inches below sidewalks, 12 inches below curb and gutter)
 4. Place Concrete with a minimum of 5000 psi strength and protect from freezing or high temp. depending upon time of year.
 5. A broom finish must be obtained as a final product with no more than a 1% cross slope on sidewalk and sidewalk ramps. Widths and running slope of sidewalk and ramps shall meet all ADA and PROWAG requirements.
 6. A Mix design of the Concrete shall be submitted prior to placement a minimum of 10 days prior to placement and a location of the AB-3 material shall be submitted 10 days prior to excavation of the selected sites for approval of the Engineer
 7. Before excavation of the selected sites, the Contractor shall verify the dimensions specified on the attached documents and if any variation is found, the contractor must obtain prior approval from the City prior to any work being performed in that area or the excess area and cost will be on the Contractor.
- 2.3 Pavement Patching: The areas to be patched have been previously excavated and backfilled by the City of Independence Public Works Department. These areas may include water line repairs, sanitary sewer main repairs, storm sewer repairs or failed pavement that has been removed and backfilled with gravel and or other material.

Pavement Repair: Repair of the designated roadway areas shall consist of the following:

1. Saw cut areas to be patched full depth and to neat lines.
2. Excavate the existing backfill material to a depth of 18 inches below finished grade and remove from site to an approved disposal site.

3. Place Compacted AB-3 material with optimum moisture to a depth of 12 inches below finished grade and to the required density.
4. Place 12 inches of PCCP High Early Strength Concrete with a minimum of 5000 psi strength and protect from freezing or high temp. depending upon time of year.
5. A broom finish must be obtained as a final product with no more than a 3/8" difference in elevation from the existing surrounding surface on any side of the patched area.
6. A Mix design of the Concrete shall be submitted prior to placement a minimum of 10 days prior to placement and a location of the AB-3 material shall be submitted 10 days prior to excavation of the selected sites for approval of the Engineer
7. Before excavation of the selected sites, the Contractor shall verify the dimensions specified on the attached documents and if any variation is found, the contractor must obtain prior approval from the City prior to any work being performed in that area or the excess area and cost will be on the Contractor.

3. MEASUREMENT AND PAYMENT

- 3.1 The pavement patching shall be measured and paid for as designated in the bid schedule. The payment shall include all excavation, saw cutting, granular stone, formwork, labor, concrete, and all other incidental items to complete the work.

BID.....**0410**
PROPOSAL of _____,

hereinafter referred to as BIDDER,

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

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

In response to your Invitation to Bid and having carefully examined the specifications and related documents, all addenda thereto, the project site and conditions related thereto, the BIDDER hereby proposes to perform all work for **Sidewalk, Sidewalk Ramps, Curb and Gutter and Pavement Patching** in strict accordance with these Contract Documents, within the period(s) of time set out herein, and for the price(s), stated hereinafter.

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

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within fourteen (14) consecutive calendar days, after the date of Notice of Award, enter into an Agreement.

BIDDER acknowledges receipt of the following ADDENDA:

NO.

DATE

BID SCHEDULE

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

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

BID

<u>Item No.</u>	<u>Units</u>	<u>Prices Written in Words</u>	<u>Dollars Cents</u>
1-1	1 SY	Sidewalk ADA Ramp Replacement. Includes Excavation, compacted granular stone, sawcutting, cast in place concrete, And all other items required to complete The ramp in accordance with ADA requirements. Complete & in Place _____ _____/SY	\$ _____
1-2	1 SY	Sidewalk Replacement. Includes Excavation, compacted granular stone, sawcutting, cast in place concrete, And all other items required to complete The sidewalk replacement in accordance with ADA requirements. Complete & in Place _____ _____/SY	\$ _____
1-3	1 LF	Curb and gutter Patching. Includes Excavation, compacted granular stone, sawcutting, cast in place concrete, And all other items required to complete The curb and gutter replacement. Complete & in Place _____ _____/LF	\$ _____
1-4	1 SY	Pavement Patching. Includes Excavation, compacted granular stone, sawcutting, cast in place concrete, And all other items required to complete The patching. Complete & in Place _____ _____/SY	\$ _____

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

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

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

Respectfully submitted,

ATTEST: _____

By

Title

(SEAL)
(If Bid is a Corporation)

Name of Contractor

Address (Including Zip Code)



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
November 10, 2022**

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider approval of the 2023 BCBS Renewal.

SUMMARY RECOMMENDATION Renew group health insurance with Blue Cross Blue Shield of Kansas.

BACKGROUND Currently, the City contracts with Blue Cross Blue Shield of Kansas to provide employee health insurance. All full-time regular employees are eligible to enroll in health insurance benefits during the annual enrollment period. City staff worked closely with IMA Corp to successfully negotiate 2023 calendar year BCBS renewal rates.

The attached document illustrates an outline of IMA Corp's proposal as it relates to Health Insurance, Dental, and Vision. The City's 2023 budget included a projected 7% increase in health insurance rates. Our original proposal from BCBS came back at a 14% increase. City Staff negotiated that increase down to a 10.3% increase, and IMA Corp was able to further negotiate down to a 2.7% increase.

Because we were able to keep our costs down, staff recommends keeping the employee contributions the same as last year and increasing the employer contributions for each plan to reflect the 2.7% increase. This is shown on page 4 of the document.

FINANCIAL INFORMATION Health insurance is budgeted out of the General Fund Employee Benefit Fund for General Fund employees, and out of the respective enterprise fund for Enterprise Fund employees, such as Water & Sewer, Sanitation, and Airport.

SUGGESTED MOTION I move to approve the renewal rates for the 2023 contract year with Blue Cross Blue Shield and authorize staff to sign any related documents.

SUPPORTING DOCUMENTS

1. City of Independence 2023 Renewal - Board Packet
2. Renewal

CITY OF INDEPENDENCE

2023 BENEFITS RENEWAL

NOVEMBER 10, 2022



Benefits



AGENDA

- 1 Renewal Summary
- 2 2023 Renewals
- 3 Contribution Illustrations
- 4 Open Enrollment & Next Steps

Your IMA Team



JALAA MILLER
Account Executive



RACHAEL MURRAY
Account Manager



RYAN POWELL
Vice President

RENEWAL SUMMARY

	Current Partner	Effective Date	Initial Renewal	Negotiated Renewal	Notes
Medical	BCBS-KS	1/1/2023	+10.3% +\$114,054	+2.7% +\$30,300	+ No Plan Design Changes + IMA Negotiated \$83,754
Dental	BCBS-KS	1/1/2023	-3.2% (\$995)	-6.6% (\$1,069)	+ No Plan Design Changes + IMA Negotiated \$1,069
Vision	MetLife	1/1/2023	0%	0%	+ No Plan Design Changes

MEDICAL RENEWAL

Recommended Renewal Option

Blue Cross Blue Shield of KS							Initial - Blue Cross Blue Shield of KS			Negotiated - Blue Cross Blue Shield of KS		
In-Network Benefits				Current Opt. A	Current Opt. B	Current Opt. C	Renewal Opt. A	Renewal Opt. B	Renewal Opt. C	Renewal Opt. A	Renewal Opt. B	Renewal Opt. C
Cost Sharing	Ded (single family)			\$500 \$1,000	\$1,000 \$2,000	\$1,500 \$3,000	\$500 \$1,000	\$1,000 \$2,000	\$1,500 \$3,000	\$500 \$1,000	\$1,000 \$2,000	\$1,500 \$3,000
	Coins (plan pays member pays)			50% 50%	50% 50%	50% 50%	50% 50%	50% 50%	50% 50%	50% 50%	50% 50%	50% 50%
	Coins OOP (single family)			\$2,500 \$5,000	\$2,500 \$5,000	\$2,500 \$5,000	\$2,500 \$5,000	\$2,500 \$5,000	\$2,500 \$5,000	\$2,500 \$5,000	\$2,500 \$5,000	\$2,500 \$5,000
	Total OOP (single family)			\$5,000 \$10,000	\$5,000 \$10,000	\$5,000 \$10,000	\$5,000 \$10,000	\$5,000 \$10,000	\$5,000 \$10,000	\$5,000 \$10,000	\$5,000 \$10,000	\$5,000 \$10,000
Benefits	Office Visit (primary specialist)			\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35
	Telehealth Visit			\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35
	Preventive Care			\$0 Most Services	\$0 Most Services	\$0 Most Services	\$0 Most Services	\$0 Most Services	\$0 Most Services	\$0 Most Services	\$0 Most Services	\$0 Most Services
	Diagnostic Lab			100% up to \$300, Then Ded, Coins.	100% up to \$300, Then Ded, Coins.	100% up to \$300, Then Ded, Coins.	100% up to \$300, Then Ded, Coins.	100% up to \$300, Then Ded, Coins.	100% up to \$300, Then Ded, Coins.	100% up to \$300, Then Ded, Coins.	100% up to \$300, Then Ded, Coins.	100% up to \$300, Then Ded, Coins.
	Diagnostic X-Ray											
	Advanced Imaging			\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	
	Urgent Care Facility											
	Emergency Room			\$250, Then Ded, Coins.	\$250, Then Ded, Coins.	\$250, Then Ded, Coins.	\$250, Then Ded, Coins.	\$250, Then Ded, Coins.	\$250, Then Ded, Coins.	\$250, Then Ded, Coins.	\$250, Then Ded, Coins.	\$250, Then Ded, Coins.
	Inpatient Hospital			Ded, Coins.	Ded, Coins.	Ded, Coins.	Ded, Coins.	Ded, Coins.	Ded, Coins.	Ded, Coins.	Ded, Coins.	Ded, Coins.
	Outpatient Facility			Ded, Coins.	Ded, Coins.	Ded, Coins.	Ded, Coins.	Ded, Coins.	Ded, Coins.	Ded, Coins.	Ded, Coins.	Ded, Coins.
	Inpatient MH/SUD			Ded, Coins.	Ded, Coins.	Ded, Coins.	Ded, Coins.	Ded, Coins.	Ded, Coins.	Ded, Coins.	Ded, Coins.	Ded, Coins.
	Outpatient MH/SUD			\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35
Accident Benefit			Pays 100% up to \$1,000 PPPY, Then Ded, Coins.	Pays 100% up to \$1,000 PPPY, Then Ded, Coins.	Pays 100% up to \$1,000 PPPY, Then Ded, Coins.	Pays 100% up to \$1,000 PPPY, Then Ded, Coins.	Pays 100% up to \$1,000 PPPY, Then Ded, Coins.	Pays 100% up to \$1,000 PPPY, Then Ded, Coins.	Pays 100% up to \$1,000 PPPY, Then Ded, Coins.	Pays 100% up to \$1,000 PPPY, Then Ded, Coins.	Pays 100% up to \$1,000 PPPY, Then Ded, Coins.	
Prescription Drugs	Formulary			ResultsRx	ResultsRx	ResultsRx	ResultsRx	ResultsRx	ResultsRx	ResultsRx	ResultsRx	ResultsRx
	Tier 1			\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15
	Tier 2			\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
	Tier 3			\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75
	Tier 4			\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150
	Tier 5			20% up to \$250	20% up to \$250	20% up to \$250	20% up to \$250	20% up to \$250	20% up to \$250	20% up to \$250	20% up to \$250	20% up to \$250
Mail order				2.5x Retail	2.5x Retail	2.5x Retail	2.5x Retail	2.5x Retail	2.5x Retail	2.5x Retail	2.5x Retail	2.5x Retail
Enrollment & Cost				Current Opt. A	Current Opt. B	Current Opt. C	Renewal Opt. A	Renewal Opt. B	Renewal Opt. C	Renewal Opt. A	Renewal Opt. B	Renewal Opt. C
44	3	10	Employee Only	\$492.85	\$481.35	\$472.37	\$543.61	\$530.93	\$521.02	\$505.94	\$494.76	\$486.12
24	7	12	Employee + Family	\$1,521.67	\$1,486.12	\$1,458.36	\$1,678.40	\$1,639.19	\$1,608.57	\$1,562.14	\$1,527.57	\$1,500.85
68	10	22	PEPM per Plan	\$855.96	\$1,184.69	\$1,010.18	\$944.13	\$1,306.71	\$1,114.23	\$878.72	\$1,217.73	\$1,039.61
Compared to Current							+10.3%	+10.3%	+10.3%	+2.7%	+2.8%	+2.9%
Compared to Renewal										-6.9%	-6.8%	-6.7%
Total Enrolled					Current		Renewal			Negotiated - Blue Cross Blue Shield of KS		
Combined Premium/Mo					\$92,276		\$101,781			\$94,801		
100 Combined Premium/Yr					\$1,107,317		\$1,221,370			\$1,137,617		
Est. Combined PEPM					\$922.76		\$1,017.81			\$948.01		
Est. Annual Change from Current							\$114,054 +10.3%			\$30,300 +2.7%		
Est. Annual Change from Renewal										-\$83,754 -6.9%		

Rates and provisions are determined by the underwriting carrier. While IMA has endeavored to provide an accurate and clear summary, each carrier's formal proposal prevails over any representations shown in this summary.

MEDICAL CONTRIBUTIONS

RENEWAL – KEEPING EMPLOYEE CONTRIBUTION THE SAME

2022 (Current) Medical Plan year Rates						2023 (Renewal) Medical Plan year Rates					
2022 Proposed	Assumed Current Enrollment	Premium	EE Monthly Rates	% EE Spend	City of Independence Monthly Rate	2023 Proposed	Assumed Proposed Enrollment	Premium	EE Monthly Rates	% EE Spend	City of Independence Monthly Rate
Current Plan A						Current Plan A					
Employee	44	\$492.85	\$40.00	8%	\$452.85	Employee	44	\$505.94	\$40.00	8%	\$465.94
Family	24	\$1,521.67	\$333.00	22%	\$1,188.67	Family	24	\$1,562.14	\$333.00	21%	\$1,229.14
Total Enrolled	68					Total Enrolled	68				
Current Plan B						Current Plan B					
Employee	3	\$481.35	\$28.14	6%	\$453.21	Employee	3	\$494.76	\$28.14	6%	\$466.62
Family	7	\$1,486.12	\$296.38	20%	\$1,189.74	Family	7	\$1,527.57	\$296.38	19%	\$1,231.19
Total Enrolled	10					Total Enrolled	10				
Current Plan C						Current Plan C					
Employee	10	\$472.37	\$18.90	4%	\$453.47	Employee	10	\$486.12	\$18.90	4%	\$467.22
Family	12	\$1,458.36	\$267.74	18%	\$1,190.62	Family	12	\$1,500.85	\$267.74	18%	\$1,233.11
Total Enrolled	22					Total Enrolled	22				
PEPM Composite:	100	\$922.76	\$153.13	17%	\$769.63	PEPM Composite:	100	\$948.01	\$153.13	16%	\$794.88
Monthly:		\$92,276	\$15,313		\$76,963	Monthly:		\$94,801	\$15,313		\$79,488
Annual Cost:		\$1,107,317	\$183,756		\$923,561	Annual Cost:		\$1,137,617	\$183,756		\$953,861
Annual Change:						Annual Change:		\$30,300	\$0		\$30,300
Annual Percent Change:						Annual Percent Change:		2.7%	0.0%		3.3%

City of
Independence
premium
increase



MEDICAL CONTRIBUTIONS

RENEWAL – KEEPING EMPLOYER CONTRIBUTION THE SAME

2022 (Current) Medical Plan year Rates						2023 (Renewal) Medical Plan year Rates					
2022 Proposed	Assumed Current Enrollment	Premium	EE Monthly Rates	% EE Spend	City of Independence Monthly Rate	2023 Proposed	Assumed Proposed Enrollment	Premium	EE Monthly Rates	% EE Spend	City of Independence Monthly Rate
Current Plan A						Current Plan A					
Employee	44	\$492.85	\$40.00	8%	\$452.85	Employee	44	\$505.94	\$53.09	10%	\$452.85
Family	24	\$1,521.67	\$333.00	22%	\$1,188.67	Family	24	\$1,562.14	\$373.47	24%	\$1,188.67
Total Enrolled	68					Total Enrolled	68				
Current Plan B						Current Plan B					
Employee	3	\$481.35	\$28.14	6%	\$453.21	Employee	3	\$494.76	\$41.55	8%	\$453.21
Family	7	\$1,486.12	\$296.38	20%	\$1,189.74	Family	7	\$1,527.57	\$337.83	22%	\$1,189.74
Total Enrolled	10					Total Enrolled	10				
Current Plan C						Current Plan C					
Employee	10	\$472.37	\$18.90	4%	\$453.47	Employee	10	\$486.12	\$32.65	7%	\$453.47
Family	12	\$1,458.36	\$267.74	18%	\$1,190.62	Family	12	\$1,500.85	\$310.23	21%	\$1,190.62
Total Enrolled	22					Total Enrolled	22				
PEPM Composite:	100	\$922.76	\$153.13	17%	\$769.63	PEPM Composite:	100	\$948.01	\$178.38	19%	\$769.63
Monthly:		\$92,276	\$15,313		\$76,963	Monthly:		\$94,801	\$17,838		\$76,963
Annual Cost:		\$1,107,317	\$183,756		\$923,561	Annual Cost:		\$1,137,617	\$214,056		\$923,561
Annual Change:						Annual Change:		\$30,300	\$30,300		\$0
Annual Percent Change:						Annual Percent Change:		2.7%	16.5%		0.0%



Employee
Premium
increase

DENTAL RENEWAL – MARKETING STILL PENDING

IMA is sourcing a proposal from MetLife. A recommendation will be provided when the marketing is received.

		Blue Cross Blue Shield of KS	Blue Cross Blue Shield of KS	Blue Cross Blue Shield of KS
		Current	Initial Renewal	Negotiated Renewal
Cost Sharing	Ded (single family)	No Ded.	No Ded.	No Ded.
	◦ Ded applies to	N/A	N/A	N/A
	Max Benefits/year	No Max	No Max	No Max
	◦ Preventive applies to Max	N/A	N/A	N/A
	Ortho Max (per person)	Not Covered	Not Covered	Not Covered
In-Network Benefits	I - Diagnostic & Preventive (Plan Pays)	100%	100%	100%
	II - Basic (Plan Pays)	50% 50%	50% 50%	50% 50%
	III - Major (Plan Pays)	50% 50%	50% 50%	50% 50%
	IV - Ortho (Plan Pays)	Not Covered	Not Covered	Not Covered
	Periodontics	50% 50%	50% 50%	50% 50%
	Endodontics	50% 50%	50% 50%	50% 50%
	Dental Implants	50% (\$1,000 lifetime max per insured, per arch)	50% (\$1,000 lifetime max per insured, per arch)	50% (\$1,000 lifetime max per insured, per arch)
Misc	Waiting Periods	None	None	None
	Dependent Child Age Limit	26	26	26
	Ortho Age Limit	N/A	N/A	N/A
	Non-Contrib/Contrib/Voluntary	Voluntary	Voluntary	Voluntary
Enrollment & Cost		Current	1-Yr Renewal	1-Yr Renewal
48	Employee Only	\$15.77	\$15.27	\$14.72
38	Employee + Family	\$48.26	\$46.72	\$45.06
86	Monthly Premiums	\$2,591	\$2,508	\$2,419
	Annual Premiums	\$31,090	\$30,095	\$29,026
	PEPM Premiums	\$30.13	\$29.16	\$28.13
	Est. Annual Change from Current		-\$995 -3.2%	-\$2,064 -6.6%
	Est. Annual Change from Renewal			-\$1,069 -3.6%

Rates and provisions are determined by the underwriting carrier. While IMA has endeavored to provide an accurate and clear summary, each carrier's formal proposal prevails over any representations shown in this summary.

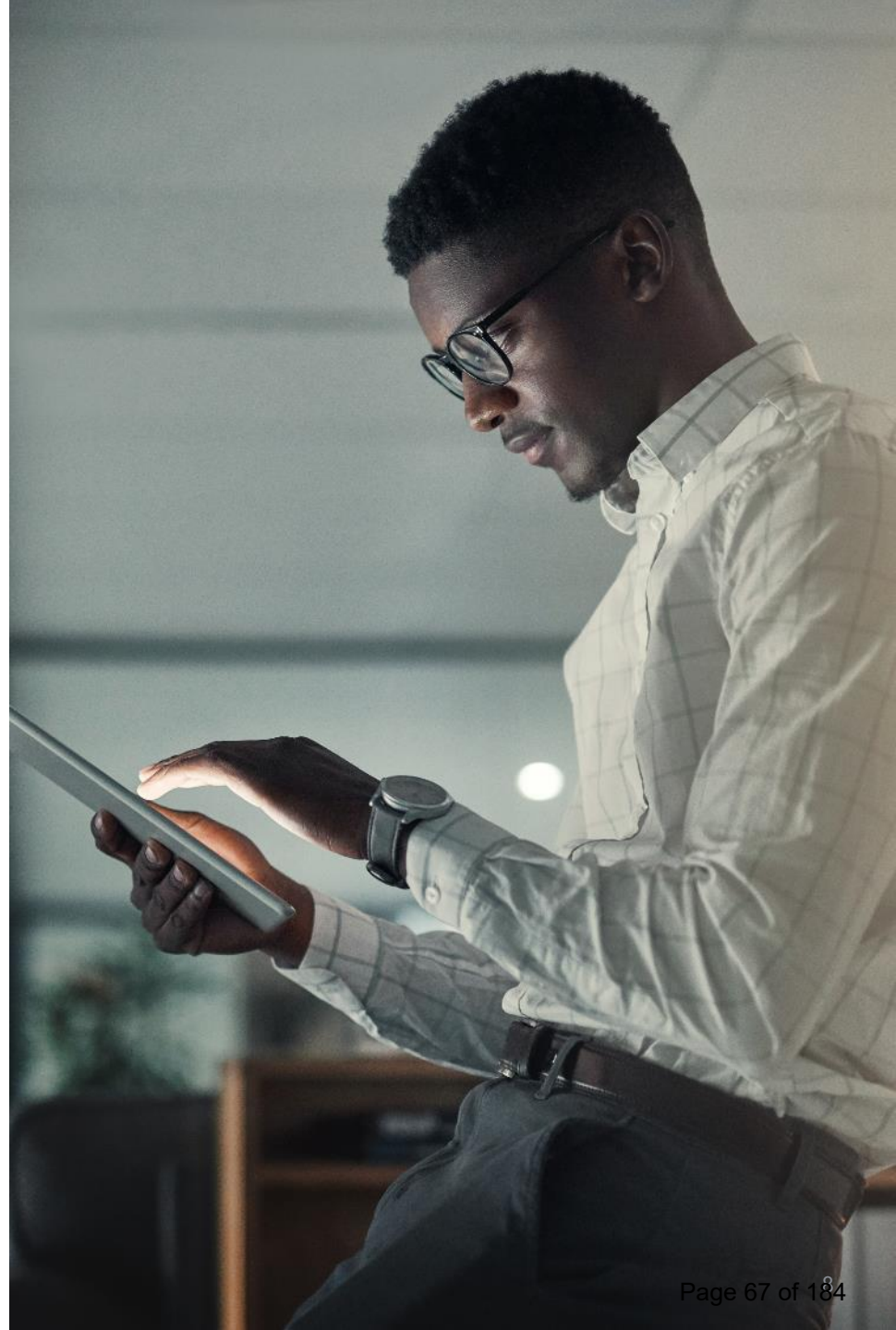
VISION RENEWAL

Recommended Renewal Option

		Metlife <i>Current</i>	Metlife <i>Renewal</i>
Cost Sharing	Exam Copay	\$10	\$10
	Exam Frequency	12 Months	12 Months
	Materials Copay	\$25	\$25
	Lens Frequency	12 Months	12 Months
	Frame Frequency	12 Months	12 Months
	Contacts Frequency	12 Months	12 Months
In-Network Benefits	Elective (Cosmetic) Contact Lenses	\$130 Allowance	\$130 Allowance
	Contact Lens Fitting	\$130 Allowance	\$130 Allowance
	Standard Frames	\$25	\$25
	Single Vision Lenses	\$25	\$25
	Bifocal Lenses	\$25	\$25
	Trifocal Lenses	\$25	\$25
Misc	Private Practice Network	Included	Included
	Retail Network	Included	Included
	Laser Correction	Discount Available	Discount Available
	Non-Contrib/Contrib/Voluntary	Voluntary	Voluntary
Enrollment & Cost		<i>Current</i>	<i>Renewal</i>
Employee Only		\$11.85	\$11.85
Employee + Spouse		\$23.75	\$23.75
Employee + Child(ren)		\$20.12	\$20.12
Employee + Family		\$33.17	\$33.17
Monthly Premiums		\$0	\$0
Annual Premiums		\$0	\$0
PEPM Premiums		#DIV/0!	#DIV/0!
Est. Annual Change from Current			\$0 #DIV/0!
Est. Annual Change from Renewal			

RECOMMENDED RENEWAL ACTION

- + **Medical:** Renew with Blue Cross Blue Shield Renewal
 - + Plan designs remain the same
 - + Total Medical Increase is +2.3% or \$30,300
- + **Contributions:** The City can choose either medical contribution illustration as presented. IMA is happy to offer alternatives if the City would like to split the cost of the increase with employees
- + **Voluntary Dental:** IMA is still finalizing dental marketing for 2023. Will confirm recommendation when marketing from MetLife is received. Premiums will be 100% employee paid
- + **Voluntary Vision:** Renew with MetLife



IMA ADDITIONAL SERVICES & CAPABILITIES



HEALTH & WELFARE BENEFIT PLAN STRATEGIC CONSULTING

Development of multi-year cost containment & funding strategy.



UNDERWRITING & FINANCIAL SERVICES

Analysis of renewal along with alternative funding review & modeling.



PEOPLE ANALYTICS

Comprehensive reporting and predictive modeling related to plan design, stop loss, and year-over-year trends.



VENDOR/PARTNER SERVICES

Management of the RFI/RFP process & preferred vendor partner negotiations.



VOICE OF THE EMPLOYEE

Use of employee insights to develop strategies for your employee experience.



THINKHR

Industry-leading training, HR knowledge, and compliance tools supported by live HR experts.



COMPLIANCE

Legislative and regulatory updates with guidance on Health Care Reform.



EMPLOYER ADVOCACY SERVICES

Advocacy support for employers/employees as well as between carriers & vendors.



COMMUNICATIONS

Support in developing engaging employee communication strategy and campaigns.



MERGER & ACQUISITION

Transaction due diligence, complete with understanding of all opportunities and risks.



WHOLE HEALTH

Consult & design-build program around company culture to ensure successful implementation plus ongoing engagement and long-term success.



LEAVE MANAGEMENT

Evaluate, calculate, determine qualification and oversight of all leaves of absence.



More Than Just Insurance

IMA is an integrated financial services company specializing in risk management, insurance, employee benefits and wealth management. It is the third-largest privately-held and employee-owned insurance broker in the country and employs more than 1,700 associates.

GUR SUPPLEMENT

Master Policy Number: 5740510

Grandfather Status: N

Effective: 01/01/2023

Group Name: CITY OF INDEPENDENCE

Meets Minimum Value = Y

EARLY FINAL

CURRENT RATES

	EMP	FAM	Rate Structure Code = 10	
Health	492.85	1521.67		
Dental	15.77	48.26		
Drugs	0.00	0.00		
Total	508.62	1569.93		

RENEWAL RATES

Option A

HEALTH - Comprehensive Major Medical - Blue Choice

\$500/1000 Ded, 50% Coins to \$2500/\$5000, MOOP \$5000/10000, \$35 OVC, Prev Care @ 100%

Dependents to Age 26

Utilization Management Services

Blue Choice

Phys Med/Rehab Benefits Rider

\$250 Emergency Room Copay

Home Social Work Visits/Hospice Subject to Deductible & Coinsurance

OB Benefits Available All Females

Autism Coverage

Telemedicine

Total Health

		Rate Adjustment Factor	Rate Method
504.90	1561.10	Z.ZZZ	MERIT
1.04	1.04		
—	—		
—	—		
—	—		
—	—		
—	—		
—	—		
—	—		
505.94	1562.14		

DENTAL

Local Building Block Dental Basic 50% Payment

Local Building Block Dental Rider A 50% Payment, No Waiting Period

Local Building Block Dental Rider B 50% Payment, No Waiting Period

Local Building Block Dental Rider C 50% Payment

Dependents to Age 26

Total Dental

14.72	45.06	Z.ZZZ	MERIT
0.00	0.00		
0.00	0.00		
0.00	0.00		
—	—		
14.72	45.06		

DRUGS

BlueRx Card \$15/\$50/\$75/\$150 Copay with Oral Contraceptives, Specialty NonFormSpecialty Coins 80/20 to \$250 max

ResultsRx Formulary - Mandatory Designated Specialty Pharmacy, Extended Supply Network

Generic Mandatory, doctor can override, no penalty for Brand drugs on NTI list

FlexAccess

Dependents to Age 26

BlueRx Mail \$37.50/\$125.00/\$187.50 Copay with Oral Contraceptives

Total Drugs

—	—		
—	—		
—	—		
—	—		
—	—		
0.00	0.00		

Grand Total****Rates subject to change due to 2023 benefit and retention changes******Total Rate Adjustments****Percentage Increase/Decrease**

520.66	1607.20
12.04	37.27
+2.4%	+2.4%

SIGNED BY: _____ DATE SIGNED: _____
Plan Administrator Representative or Plan Sponsor Representative

EFFECTIVE DATE: _____

GUR SUPPLEMENT

Master Policy Number: 5740510

Grandfather Status: N

Effective: 01/01/2023

Group Name: CITY OF INDEPENDENCE

Meets Minimum Value = Y**EARLY FINAL****CURRENT RATES**

	<u>EMP</u>	<u>FAM</u>	Rate Structure Code = 10	
Health	481.35	1486.12		
Dental	15.77	48.26		
Drugs	0.00	0.00		
Total	497.12	1534.38		

RENEWAL RATES**Option B****HEALTH - Comprehensive Major Medical - Blue Choice**

\$1000/2000 Ded, 50% Coins to \$2500/\$5000, MOOP \$5000/10000, \$35 OVC, Prev Care @ 100%

			Rate Adjustment Factor	Rate Method
Dependents to Age 26	493.72	1526.53	Z.ZZZ	MERIT
Utilization Management Services	1.04	1.04		
Blue Choice	—	—		
Phys Med/Rehab Benefits Rider	—	—		
\$250 Emergency Room Copay	—	—		
Home Social Work Visits/Hospice Subject to Deductible & Coinsurance	—	—		
OB Benefits Available All Females	—	—		
Autism Coverage	—	—		
Telemedicine	—	—		
Total Health	494.76	1527.57		

DENTAL

Local Building Block Dental Basic 50% Payment	14.72	45.06	Z.ZZZ	MERIT
Local Building Block Dental Rider A 50% Payment, No Waiting Period	0.00	0.00		
Local Building Block Dental Rider B 50% Payment, No Waiting Period	0.00	0.00		
Local Building Block Dental Rider C 50% Payment	0.00	0.00		
Dependents to Age 26	—	—		
Total Dental	14.72	45.06		

DRUGS

BlueRx Card \$15/\$50/\$75/\$150 Copay with Oral Contraceptives, Specialty NonFormSpecialty Coins 80/20 to \$250 max	—	—		
ResultsRx Formulary - Mandatory Designated Specialty Pharmacy, Extended Supply Network	—	—		
Generic Mandatory, doctor can override, no penalty for Brand drugs on NTI list	—	—		
FlexAccess	—	—		
Dependents to Age 26	—	—		
BlueRx Mail \$37.50/\$125.00/\$187.50 Copay with Oral Contraceptives	—	—		
Total Drugs	0.00	0.00		

Grand Total****Rates subject to change due to 2023 benefit and retention changes******Total Rate Adjustments****Percentage Increase/Decrease**

509.48	1572.63
12.36	38.25
+2.5%	+2.5%

SIGNED BY: _____ DATE SIGNED: _____ EFFECTIVE DATE: _____
Plan Administrator Representative or Plan Sponsor Representative

GUR SUPPLEMENT

Master Policy Number: 5740510

Grandfather Status: N

Effective: 01/01/2023

Group Name: CITY OF INDEPENDENCE

Meets Minimum Value = Y

EARLY FINAL

CURRENT RATES

	EMP	FAM	Rate Structure Code = 10	
Health	472.37	1458.36		
Dental	15.77	48.26		
Drugs	0.00	0.00		
Total	488.14	1506.62		

RENEWAL RATES

Option C

HEALTH - Comprehensive Major Medical - Blue Choice

\$1500/3000 Ded, 50% Coins to \$2500/\$5000, MOOP \$5000/10000, \$35 OVC, Prev Care @ 100%

			Rate Adjustment Factor	Rate Method
Dependents to Age 26	485.08	1499.81	Z.ZZZ	MERIT
Utilization Management Services	1.04	1.04		
Blue Choice	—	—		
Phys Med/Rehab Benefits Rider	—	—		
\$250 Emergency Room Copay	—	—		
Home Social Work Visits/Hospice Subject to Deductible & Coinsurance	—	—		
OB Benefits Available All Females	—	—		
Autism Coverage	—	—		
Telemedicine	—	—		
Total Health	486.12	1500.85		

DENTAL

Local Building Block Dental Basic 50% Payment	14.72	45.06	Z.ZZZ	MERIT
Local Building Block Dental Rider A 50% Payment, No Waiting Period	0.00	0.00		
Local Building Block Dental Rider B 50% Payment, No Waiting Period	0.00	0.00		
Local Building Block Dental Rider C 50% Payment	0.00	0.00		
Dependents to Age 26	—	—		
Total Dental	14.72	45.06		

DRUGS

BlueRx Card \$15/\$50/\$75/\$150 Copay with Oral Contraceptives, Specialty NonFormSpecialty Coins 80/20 to \$250 max	—	—		
ResultsRx Formulary - Mandatory Designated Specialty Pharmacy, Extended Supply Network	—	—		
Generic Mandatory, doctor can override, no penalty for Brand drugs on NTI list	—	—		
FlexAccess	—	—		
Dependents to Age 26	—	—		
BlueRx Mail \$37.50/\$125.00/\$187.50 Copay with Oral Contraceptives	—	—		
Total Drugs	0.00	0.00		

Grand Total****Rates subject to change due to 2023 benefit and retention changes****

Total Rate Adjustments	12.70	39.29		
Percentage Increase/Decrease	+2.6%	+2.6%		

SIGNED BY: _____ DATE SIGNED: _____ EFFECTIVE DATE: _____
 Plan Administrator Representative or Plan Sponsor Representative



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
November 10, 2022**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider approving contract amendment for Sanitary Sewer design and inspection.

SUMMARY RECOMMENDATION Authorize contract amendment.

BACKGROUND TranSystems was the original engineering firm that has designed the 1st and Birch sanitary sewer project that is pending before KDHE. It has been discovered that additional houses may need to be added to this project. As TranSystems has done this work in this area on the sanitary sewer systems in the past, TranSystems has a good understanding of the scope as well as the existing installation and is recommended for this work.

FINANCIAL INFORMATION This work will be paid for with money loaned from KDHE.

SUGGESTED MOTION I move to allow execution of the amended contract for design and inspection of the 1st and Birch Sanitary Sewer modifications, adding \$41,000 to the contract previously awarded to TranSystems Corporation.

SUPPORTING DOCUMENTS

1. Contract Amendment Number 2

AMENDMENT AGREEMENT # 2

The Agreement for the 1st and Birch Sanitary Sewer design and inspection, dated 14th day of January, 2021, entered into between TranSystems Corporation as prime consultant and The City of Independence, Kansas as Client, for good and valuable consideration including the promises and agreements set forth hereafter is hereby amended, modified, and revised as follows:

1. ***THE SCOPE OF THE PROJECT SHALL BE EXPANDED TO INCLUDE DESIGN AND INSPECTION SERVICES TO PROVIDE PUBLIC SEWERS TO RESIDENTS NEAR 1ST AND LAUREL (ESTIMATED 5 HOUSES).***
2. ***THE FEES FOR DESIGN OF THE ADDITIONAL SANITARY SEWER NEAR 1ST AND LAUREL SHALL BE \$22,000. THE FEE FOR INSPECTION OF THE ADDITIONAL SANITARY SEWER SHALL BE \$19,000. THIS FEE INCLUDES INVESTIGATION INTO THE FLOW OF EXISTING SERVICE MAINS AND DETERMINATION OF ALTERNATIVE METHODS TO PROVIDE SANITARY SEWER SERVICE, WITH THE ULTIMATE METHOD OF PROVIDING SERVICE BEING CHOSEN FROM THESE ALTERNATIVES BY THE CITY.***

3. ***FEES ARE SUMMARIZED AS FOLLOWS:***

	<u><i>Design</i></u>	<u><i>Inspection</i></u>
<i>ORIGINAL CONTRACT</i>	<i>\$64,000</i>	<i>\$58,000</i>
<i>AMENDMENT 1(2ND AND LOCUST & WESTMINSTER)</i>	<i>\$34,000</i>	<i>\$45,000</i>
<i>AMENDMENT 2, (THIS AMENDMENT)</i>	<i>\$22,000</i>	<i>\$19,000</i>
<i>REVISED TOTAL</i>	<i>\$120,000</i>	<i>\$122,000</i>

4. ***BASED ON THE FEES DESCRIBED IN ITEM 3 ABOVE, THE REVISED CONTRACT TOTAL SHALL BE \$120,000 FOR DESIGN AND \$122,000 FOR INSPECTION.***

All other terms and conditions of said original agreement identified hereinabove that are not expressly amended, modified, and or revised by this Amendment Agreement, shall remain unchanged and in full force and effect.

The undersigned being the authorized representatives of the contracting parties identified herein, have executed this Amendment Agreement to make it binding upon the parties hereto effective this _____ day of _____ 2022.

City of Independence, Kansas

TranSystems Corporation

By: _____

By: _____



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
November 10, 2022**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider approval of change order for City Hall Phase II project.

SUMMARY RECOMMENDATION City Staff recommends approval of the change orders.

BACKGROUND The City Hall renovation project is now underway with demolition and waterproofing portions of the remodel. City Staff has been working with McCown Gordon and TreanorHL on cost-saving items and items noted by the contractors. The following change orders will be paid for from contingency funds.

1. CH - PR-001 - adding a drain in the sally port bathroom used by prisoners. The City staff and the police department feel it is imperative to add a drain in this bathroom to prevent potential flooding issues. CO cost: \$2,775.77
2. CH - PR-002 - is the dumbwaiter to move storage items to the third floor. CO is for painting the skylight to help control the temperature in the space and stay within manufacturer requirements. The City will install a fan for air movement for the equipment. CO cost: \$2,021.00
3. CH-PR003 - is some plumbing, electrical changes and ADA sinks. CO cost: 579.98
4. ASI-01 - cost saving achieved by review with City Staff, McCownGordon & TreanorHL. CO cost: (\$1,530.23)

FINANCIAL INFORMATION Owner Contingency will cover \$5,376.75 with a remaining balance of \$266,355.44

SUGGESTED MOTION I move to authorize change orders PR-001, PR-002, PR-003 and ASI-01 with McCown Gordon.

SUPPORTING DOCUMENTS

1. COR-019 PR-01
2. COR-018 PR-02
3. COR-017 PR-03
4. ASI-01 PCO010
5. Owner Contingnecy

McCownGordon
255 N. Mead, Suite #200
Wichita, Kansas 67202
Phone: (316) 202-5611
Fax: (316) 221-1021

Project: 1-07-1388 - Independence City Hall & Fire/EMS Add'n/Remodel
120 N 6th St (City Hall)900 Block of Myrtle St (Fire/EMS)
Independence, Kansas 67301

DRAFT

Prime Contract Potential Change Order #012: CE #019 - CH - PR-001

TO:	City of Independence Kansas 811 W. Laurel St. Independence, Kansas 67301	FROM:	McCownGordon Construction, LLC 850 Main Street Kansas City, Missouri 64105
PCO NUMBER/REVISION:	012 / 0	CONTRACT:	07-1388 - City Hall Reno & Fire/EMS Add
REQUEST RECEIVED FROM:		CREATED BY:	Brandon Brinker (McCownGordon - Wichita)
STATUS:	Draft	CREATED DATE:	7/29/2022
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	#019 - CE #019 - CH - PR-001
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$2,775.77

POTENTIAL CHANGE ORDER TITLE: CE #019 - CH - PR-001

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #019 - CH - PR-001
Per the attached PR-001:

1. Per City Request the only rest room drain to be install will be in the booking rest room. To drain to nearest drain line and will have a vent installed.
2. Change fabric wrapped acoustical wall panel fabric (AWP1) Pallas Textiles / Lineworks Collection to Carnegie Xorel / Sahara Matte / Color: TBD. - Rejected by owners.

ATTACHMENTS:

[Floor drain - Gold Mechanical .pdf](#) , [_Independence City Hall Renovation - DSDC PCO #4.pdf](#) , [_CH-PR 01.pdf](#)

#	Budget Code	Description	Amount
1	CH.15-05001.S City Hall Main Job.HVAC & Plumbing - Gold Mechan.Subcontractor	PR-001 - Plumbing	\$2,661.49

#	Budget Code	Description	Amount
2	CH.9-25001.S City Hall Main Job.Drywall Sub -Danny Satterfield.Subcontractor	PR-001 - Acoustical Panels - Rejected by owners	\$0.00
Subtotal:			\$2,661.49
General Liability (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Builders Risk (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Bonds (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Subguard (1.75% Applies to Subcontractor.):			\$46.58
Warranty (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Fee (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Construction Contingency (2.50% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$67.70
Grand Total:			\$2,775.77

Vance Kelley (TreanorHL - Topeka)
719 SW Van Buren St., Suite 200
Topeka, Kansas 66603

City of Independence Kansas
811 W. Laurel St.
Independence, Kansas 67301

McCownGordon Construction, LLC
850 Main Street
Kansas City, Missouri 64105

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

McCownGordon
255 N. Mead, Suite #200
Wichita, Kansas 67202
Phone: (316) 202-5611
Fax: (316) 221-1021

Project: 1-07-1388 - Independence City Hall & Fire/EMS Add'n/Remodel
120 N 6th St (City Hall)900 Block of Myrtle St (Fire/EMS)
Independence, Kansas 67301

DRAFT

Prime Contract Change Order Request #018: CE #024 - CH - PR-002

TO:	City of Independence Kansas 811 W. Laurel St. Independence, Kansas 67301	FROM:	McCownGordon Construction, LLC 850 Main Street Kansas City, Missouri 64105
CHANGE ORDER REQUEST NUMBER / REVISION:	018 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Draft	CREATED BY:	Brandon Brinker (McCownGordon - Wichita)
SCHEDULE IMPACT:	1 day	DATE CREATED:	11/3/2022
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$2,021.00

CHANGE ORDER REQUEST TITLE: CE #024 - CH - PR-002

CHANGE ORDER REQUEST DESCRIPTION:

CE #024 - CH - PR-002

1. Dumbwaiter shaft modifications:

Per request from City - Modifications to the dumbwaiter shaft are as follows:

- Paint the exterior of the skylight windows (this work will not be warranted by the painting contractor or MGC)
- relocate outlet from 3rd floor to dumbwaiter shaft
- City will at a later date install fan for temperature control to maintain the warranty of the dumbwaiter.

ATTACHMENTS:

[CH-PR 02.pdf](#) , [_Exterior film .msg](#) , [_Electrical PR-002 .msg](#) , [_Mechanical - PR-002.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
013	City of Independence Kansas	CE #024 - CH - PR-002	1 day	\$2,021.00
Total:				\$2,021.00

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 013: CE #024 - CH - PR-002

#	Budget Code	Description	Amount
1	CH.8-81001.S City Hall Main Job.Glass & Glazing - Binswanger.Subcontractor	PR-002 exterior film	\$0.00
2	CH.9-90001.S City Hall Main Job.Resinous, PC - Artistic Polish.Subcontractor	PR-002 Painting skylight	\$600.00
3	CH.16-05001.S City Hall Main Job.Electrical - Kelly Electric.Subcontractor	PR-002 - electrical	\$0.00
4	CH.9-25001.S City Hall Main Job.Drywall Sub -Danny Satterfield.Subcontractor	PR-002 - Drywall	\$0.00
5	CH.14-99901.S City Hall Main Job.Elevator.Subcontractor	PR-002 - Elevator	\$0.00
6	CH.15-05001.S City Hall Main Job.HVAC & Plumbing - Gold Mechan.Subcontractor	PR-002 - Mechanical	\$0.00

#	Budget Code	Description	Amount
7	CH.1-05004.L City Hall Main Job.Project Manager.Labor	PR-002 estimating/GC's	\$1,410.50
Subtotal:			\$2,010.50
General Liability (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Builders Risk (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Bonds (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Subguard (1.75% Applies to Subcontractor.):			\$10.50
Warranty (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Fee (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Construction Contingency (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Grand Total:			\$2,021.00

Vance Kelley (TreanorHL - Topeka)
719 SW Van Buren St., Suite 200
Topeka, Kansas 66603

City of Independence Kansas
811 W. Laurel St.
Independence, Kansas 67301

McCownGordon Construction, LLC
850 Main Street
Kansas City, Missouri 64105

SIGNATURE DATE

McCownGordon

SIGNATURE DATE

Page 2 of 2

SIGNATURE DATE

Printed On: 11/3/2022 09:16 AM

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McCownGordon
255 N. Mead, Suite #200
Wichita, Kansas 67202
Phone: (316) 202-5611
Fax: (316) 221-1021

Project: 1-07-1388 - Independence City Hall & Fire/EMS Add'n/Remodel
120 N 6th St (City Hall)900 Block of Myrtle St (Fire/EMS)
Independence, Kansas 67301

DRAFT

Prime Contract Change Order Request #017: CE #053 - PR-03 - Plumbing and

TO:	City of Independence Kansas 811 W. Laurel St. Independence, Kansas 67301	FROM:	McCownGordon Construction, LLC 850 Main Street Kansas City, Missouri 64105
CHANGE ORDER REQUEST NUMBER / REVISION:	017 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Draft	CREATED BY:	Brandon Brinker (McCownGordon - Wichita)
SCHEDULE IMPACT:		DATE CREATED:	11/3/2022
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$579.98

CHANGE ORDER REQUEST TITLE: CE #053 - PR-03 - Plumbing and

CHANGE ORDER REQUEST DESCRIPTION:

CE #053 - PR-03 - Plumbing and Electrical
PR-03 Plumbing and Electrical

This price includes changes to sinks and lighting per PR-03. All perimeter drain system will be covered with in-place allowances.

ATTACHMENTS:

[CH-PR 03 \(10\).pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
023	City of Independence Kansas	CE #053 - PR-03 - Plumbing and		\$579.98
Total:				\$579.98

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 023: CE #053 - PR-03 - Plumbing and

#	Budget Code	Description	Amount
1	CH.16-05001.S City Hall Main Job.Electrical - Kelly Electric.Subcontractor	PR-03 removing lights	\$(240.00)
2	CH.6-40001.S City Hall Main Job.Millwork Bid - Timberline.Subcontractor	PR-03 polishing sink openings	\$0.00

#	Budget Code	Description	Amount
3	CH.15-05001.S City Hall Main Job.HVAC & Plumbing - Gold Mechan.Subcontractor	PR-03 sink changes	\$810.00
Subtotal:			\$570.00
General Liability (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Builders Risk (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Bonds (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Subguard (1.75% Applies to Subcontractor.):			\$9.98
Warranty (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Fee (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Construction Contingency (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Grand Total:			\$579.98

Vance Kelley (TreanorHL - Topeka)
719 SW Van Buren St., Suite 200
Topeka, Kansas 66603

City of Independence Kansas
811 W. Laurel St.
Independence, Kansas 67301

McCownGordon Construction, LLC
850 Main Street
Kansas City, Missouri 64105

SIGNATURE DATE

McCownGordon

SIGNATURE DATE

Page 2 of 2

SIGNATURE DATE

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McCownGordon
255 N. Mead, Suite #200
Wichita, Kansas 67202
Phone: (316) 202-5611
Fax: (316) 221-1021

Project: 1-07-1388 - Independence City Hall & Fire/EMS Add'n/Remodel
120 N 6th St (City Hall)900 Block of Myrtle St (Fire/EMS)
Independence, Kansas 67301

DRAFT

Prime Contract Change Order Request #020: CE #015 - City Hall ASI 01 rev

TO:	City of Independence Kansas 811 W. Laurel St. Independence, Kansas 67301	FROM:	McCownGordon Construction, LLC 850 Main Street Kansas City, Missouri 64105
CHANGE ORDER REQUEST NUMBER / REVISION:	020 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Draft	CREATED BY:	Brandon Brinker (McCownGordon - Wichita)
SCHEDULE IMPACT:	3 days	DATE CREATED:	11/3/2022
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	(\$1,530.23)

CHANGE ORDER REQUEST TITLE: CE #015 - City Hall ASI 01 rev

CHANGE ORDER REQUEST DESCRIPTION:

CE #015 - City Hall ASI 01 rev.01
Pricing per the attached ASI 01.

ATTACHMENTS:

[ASI-01 Mechanical.pdf](#) , [ASI-01 Plumbing.pdf](#) , [ASI-01 Glazing.pdf](#) , [ASI-01 - Epoxy.pdf](#) , [ASI-01 - Flooring.pdf](#) , [CH-ASI 01-R_2022-05-25_highlighted chgs \(4\).pdf](#) , [ASI-01 Steel.pdf](#) , [ASI-01 \(12\).pdf](#) , [ASI-01 Drywall.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
010	City of Independence Kansas	CE #015 - City Hall ASI 01 rev	3 days	(\$1,530.23)
Total:				(\$1,530.23)

CHANGE ORDER REQUEST LINE ITEMS:

PCO # 010: CE #015 - City Hall ASI 01 rev

#	Budget Code	Description	Amount
1	CH.15-05001.S City Hall Main Job.HVAC & Plumbing - Gold Mechan.Subcontractor	City Hall ASI-01 Mechanical	\$2,207.70
2	CH.15-05001.S City Hall Main Job.HVAC & Plumbing - Gold Mechan.Subcontractor	City Hall ASI-01 Plumbing	\$5,262.57
3	CH.9-68001.S City Hall Main Job.Carpet & Tile Bid - Stuart.Subcontractor	City Hall ASI-01 Flooring	\$(7,050.00)
4	CH.9-25001.S City Hall Main Job.Drywall Sub -Danny Satterfield.Subcontractor	City Hall ASI-01 Drywall & Framing	\$11,275.00
5	CH.7-53001.S City Hall Main Job.Roofing Bid - Joplin Roofing.Subcontractor	City Hall ASI-01 Roofing	\$0.00
6	CH.9-71001.S City Hall Main Job.Resinous, PC - Artistic Polish.Subcontractor	City Hall ASI-01 - Polished concrete	\$(4,700.00)
7	CH.8-81001.S City Hall Main Job.Glass & Glazing - Binswanger.Subcontractor	City Hall ASI-01 - Glazing	\$(12,388.00)
8	CH.5-10001.S City Hall Main Job.Structural Steel - Metal Arts.Subcontractor	City Hall ASI-01 Steel	\$(369.00)

#	Budget Code	Description	Amount
9	CH.1-05004.L City Hall Main Job.Project Manager.Labor	City Hall ASI-01 - Estimating costs & GC's	\$4,231.50
10	CH.80-10007.C City Hall Main Job.Owner Contingency.Contingency		\$0.00
11	CH.80-10007.C City Hall Main Job.Owner Contingency.Contingency		\$0.00
12	CH.80-10007.C City Hall Main Job.Owner Contingency.Contingency		\$0.00
Subtotal:			\$(1,530.23)
General Liability (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Builders Risk (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Bonds (0.00% Applies to Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):			\$0.00
Subguard (0.00% Applies to Subcontractor.):			\$0.00
Warranty (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Fee (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Construction Contingency (0.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):			\$0.00
Grand Total:			\$(1,530.23)

Vance Kelley (TreanorHL - Topeka)
719 SW Van Buren St., Suite 200
Topeka, Kansas 66603

City of Independence Kansas
811 W. Laurel St.
Independence, Kansas 67301

McCownGordon Construction, LLC
850 Main Street
Kansas City, Missouri 64105

SIGNATURE DATE

McCownGordon

SIGNATURE DATE

Page 2 of 2

SIGNATURE DATE

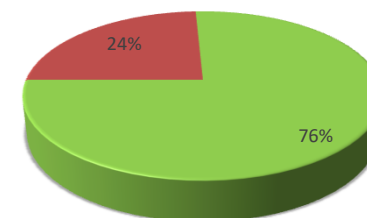
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**McCOWN
GORDON**
CONSTRUCTION

\$358,632

\$271,732.19

Executed OCO

Response	Percentage
Often	50.27%
Not often	49.73%

Number of Children	Percentage
1	68.984%
2	31.016%



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
November 10, 2022

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider an ordinance amending previous boundary ordinances and establishing the legal boundaries for the City of Independence.

SUMMARY RECOMMENDATION Adopt the ordinance.

BACKGROUND Since the last time the City adopted a boundary ordinance, a new form of transmitting information was adopted. The revised description was prepared by TranSystems.

FINANCIAL INFORMATION There is no financial impact.

SUGGESTED MOTION I move to adopt an ordinance amending previous boundary ordinances and establishing the legal boundaries.

SUPPORTING DOCUMENTS

1. Ordinance 4416 - City Boundries
2. Attachment A-1
3. Attachment A-2

ORDINANCE NO. 4416

AN ORDINANCE AMENDING PREVIOUS BOUNDARY ORDINANCES AND ESTABLISHING THE BOUNDARIES FOR THE CITY OF INDEPENDENCE

Be it ordained by the Governing Body of the City of Independence, Kansas:

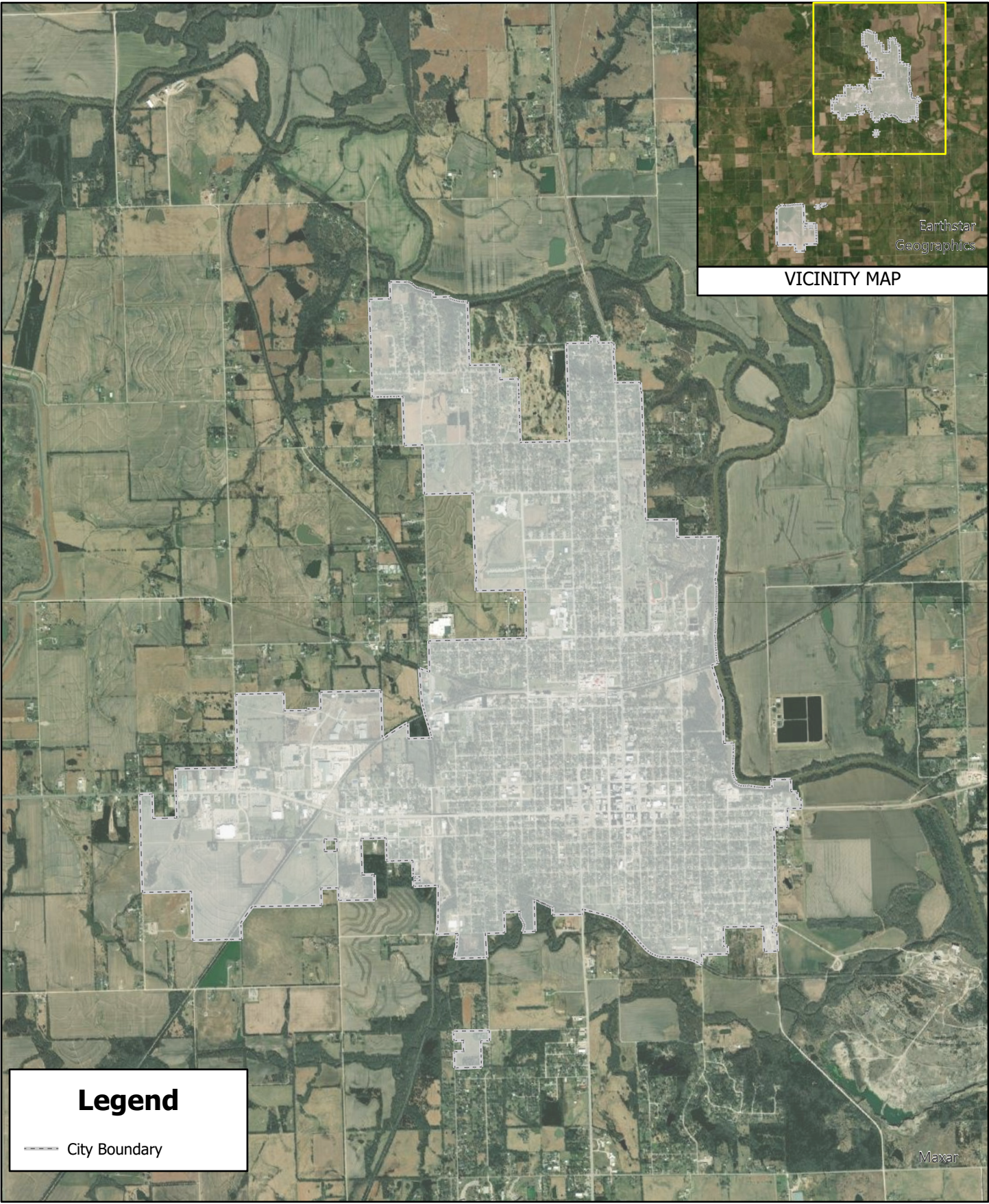
- Section 1.** This ordinance is a “boundary ordinance” establishing the legal boundaries for the City of Independence, Kansas.
- Section 2.** This ordinance amends and replaces all previous boundary ordinances now in existence.
- Section 3.** The legal boundaries of the City of Independence, Kansas shall be as set forth on Exhibit A attached hereto and incorporated herein by reference.
- Section 4.** This ordinance shall take effect upon its publication in the official city newspaper.

*Adopted by the Governing Body of the City of Independence, Kansas, on the 10th day of
November, 2022.*

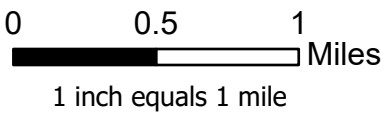
DEAN A. HAYSE, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



City of Independence





Legend

----- City Boundary

City of Independence

0 0.2 0.5
Miles
1 inch equals .5 miles





**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
November 10, 2022**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider authorizing the City Manager to sign an engagement letter with Tanner LLC for the facilitation of the January 18, 2023 Annual City Commission/City Staff Planning Retreat.

SUMMARY RECOMMENDATION City staff recommends approval.

BACKGROUND The first step towards planning for the 2024 budget is to hold a planning retreat with the Commission and City staff. For the last few years, this has been facilitated by Tanner LLC, who prepared the City's strategic plan. Mackey Smith with Tanner LLC is available to facilitate this retreat on January 18, 2023 (the third Wednesday).

FINANCIAL INFORMATION The fees for Tanner LLC to facilitate will not exceed \$3,000 plus out-of-pocket costs (anticipated to be less than \$1,000). Please note that this pricing reflects increases of \$500 and \$250, respectively, over last year's pricing.

SUGGESTED MOTION I move to authorize the City Manager to sign an engagement letter with Tanner LLC for the facilitation of the January 18, 2023 Annual City Commission/City Staff Planning Retreat.

SUPPORTING DOCUMENTS

1. Engagement Letter__Independence Kansas 2023 Retreat__Tanner LLC



October 27, 2022

Dear Kelly:

It was a pleasure working with you in connection with your planning retreat last year, and we look forward to the opportunity to work together again in facilitating your upcoming planning retreat on January 18th. We hope you will find the strategic planning services to be a great benefit to your community.

Our goal is to provide outside perspective and facilitate your strategic planning and goal setting process. Your organization's management is responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee the services we will provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Based on our discussion, we have agreed to a fee that will not exceed \$3,000 plus direct, out-of-pocket costs for travel (anticipated to be less than \$1000). This includes full facilitation of your January 18th retreat, including calls held in advance of the retreat and time spent in preparation. As discussed, we will book travel immediately to ensure lower costs. Should you cancel or change the date at any time after we have made travel arrangements, you will pay any out-of-pocket fees incurred in the cancellation of travel arrangements.

Fees for any additional services will be discussed and approved by you in advance of services being performed. We will present an invoice for payment after the retreat.

We look forward to working together and are excited to be involved with this coming year's retreat. Please sign below to accept the terms of this engagement.

Thanks,

Mackey Smith

Mackey Smith, Head of Strategy Consulting & Planning, Tanner LLC

Kelly Passauer, City Manager, City of Independence, Kansas

Tanner LLC | Key Bank Tower at City Creek | 36 S. State St., Suite 600, Salt Lake City, UT 84111-1400
Main 801.532.7444 | Fax 801.364.5331 | tannerco.com

MEMBER OF **Allinial**
GLOBAL



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
November 10, 2022**

Department Admin

Director Approval David Cowan

AGENDA ITEM Public hearing to consider condemnation of 200 ARCO Place as Dangerous and Unsafe.

SUMMARY RECOMMENDATION City Staff recommends adjourning the hearing until May 25, 2022 at 5:30 PM.

BACKGROUND On September 08, 2022 City Staff recommended setting a Public Hearing to consider the condemnation of 200 Arco Place due to the condition of the building with broken out windows, homeless citizens staying in the building, vandalism, and complaints from citizens. The building has been without utility services since 2019 and Code Enforcement has dealt with tall grass and debris since 2019.

Mr. Janak met with the City Staff after the September 08, 2022 Commission meeting and has accomplished the following at the building. The 1st-floor windows that were broken out have all been boarded up. Mr. Janak went entirely through the building to ensure people were out of the building. He has a company coming to finish shutting all the windows, cleaning up debris, and removing the fallen tree by the November 10, 2022 meeting. Mr. Janak has informed me he is actively trying to sell the building and has toured the building with potential parties, and looking at funding options to assist any potential buyer.

The staff recommends that we adjourn the public hearing for six months to allow Mr. Janak an opportunity to sell the building but with the stipulation that he continues to monitor the building to ensure it is secure and not creating a nuisance or safety concern for the community.

FINANCIAL INFORMATION City staff received preliminary informal verbal estimates regarding demolition, which range from two million dollars for the implosion to over three million dollars for demolition.

SUGGESTED MOTION I move to adjourn the Public Hearing until May 25, 2022 at 5:30 p.m.

SUPPORTING DOCUMENTS

1. 200 Arco Place - Public Hearing to Consider Condemnation 10312022
2. 20221031_074748
3. 20221031_074753
4. 20221031_074745
5. 20221031_074757



October 31, 2022

Stratford-Smothers, LLC
Tim Janak
1315 S. Galveston
Tulsa, Ok. 74127

Dear Sir:

I am writing to inform you that the City Commission will be holding a Public Hearing to consider the **condemnation of 200 Arco Place as dangerous and unsafe** on November 10, 2022.

To avoid having your commercial property condemned as dangerous and unsafe on November 10, 2022, the following action must begin.

1. Immediate Repairs needed prior to November 10, 2022
 - a. Secure the Structure
 - b. Fix broken windows being used to access the building
 - c. Close open windows
 - d. Security Lighting
2. A timeline of the repairs to the building will be required at the November 10, 2022, meeting.
 - a. Timeline of repairs working towards the occupancy of the building.
3. If no, you do not plan on making repairs to this commercial property.
 - a. The City of Independence will proceed with condemnation of the structure
 - b. City will hire a company to secure the structure at the owner expense

You are asked to attend the meeting and inform the commission why this building should not be condemned as dangerous and unsafe.

4. If I do not hear from you by November 7, 2022, it will be **imperative** that you communicate or attend November 10, 2022, meeting to avoid condemnation of the property.

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

Thank You,

David Cowan, Building Inspector
City of Independence Kansas











**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
November 10, 2022**

Department Housing

Director Approval April Nutt

AGENDA ITEM Public Hearing to consider establishing a Rural Housing Incentive District for Downtown Central Business Development District Part I and Jefferson Subdivision Development District.

SUMMARY RECOMMENDATION Conduct a public hearing for the purpose of the establishment of a Rural Housing Incentive District for Downtown Central Business Development District Part I and Jefferson Subdivision Development District.

BACKGROUND On September 29, 2022, the City Commission, by Resolution 2022-049, set the date of November 10, 2022 to conduct a public hearing for the purpose of establishing a Rural Housing Incentive District for Downtown Central Business Development District Part I and Jefferson Subdivision Development District.

FINANCIAL INFORMATION There is no impact on the City budget.

SUGGESTED MOTION I move to approve Ordinance No. 4415 establishing a Rural Housing Incentive District for Downtown Central Business Development District Part I and Jefferson Subdivision Development District.

SUPPORTING DOCUMENTS

1. Ordinance 4415 - RHID Central Business Part 1 Jefferson

ORDINANCE NO. 4415

**AN ORDINANCE OF THE GOVERNING BODY OF THE CITY
OF INDEPENDENCE, KANSAS, ESTABLISHING A RURAL
HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND
ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING
AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING
CERTAIN FINDINGS IN CONJUNCTION THEREWITH**

Downtown Central Business Development District Part 1

(0000 North 8th Street

106 North 8th Street

120 North 8th Street

113 West Laurel Street

113 East Main Street

219 West Main Street)

Jefferson Subdivision Development District

WHEREAS, K.S.A. 12-5241, *et seq.* (the "Act") authorizes any city incorporated in accordance with the laws of the state of Kansas (the "State") with a population of less than 60,000 located in a county with a population of less than 60,000, to designate rural housing incentive districts within such city; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the "Secretary") requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of rural housing incentive districts within such city and adopt plans for the development of housing and public facilities in the proposed districts; and

WHEREAS, the City of Independence, Kansas (the "City") has an estimated population of approximately 8,700, is located in Montgomery, Kansas, which has an

estimated population of approximately 32,000, and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated December 2021, (the "Analysis"), a copy of which is on file in the office of the City Clerk; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2022-004 which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and a Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated March 22, 2022 authorized the City to proceed with the establishment of a Rural Housing Incentive District pursuant to the Act (the "District"); and

WHEREAS, the City has caused to be prepared a plan for the development of housing and public facilities in the proposed District(s) in accordance with the provisions of the Act (the "Plan"); and

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12- 5245;
2. The existing assessed valuation of the real estate in the proposed District, listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act,
8. A description of the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for November 10, 2022 and provided for notice of such public hearing as provided in the Act; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2022-004 which made a finding that the City is considering the establishment of the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provides a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for November 10, 2022 and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on November 10, 2022, after due published and delivered notice in accordance with the provisions of the Act; and

WHEREAS, upon and considering the information and public comments received at the public hearing, the governing body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS:

Section 1. Findings. The Governing Body hereby finds that due notice of the public hearing conducted November 10, 2022 was made in accordance with the provisions of the Act.

Section 2. Creation of Rural Housing Incentive District. A Rural Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the following described real property in the Development, within the City of Independence, Kansas in Montgomery County, Kansas:

Downtown Central Business Development District

ORIG PLAT, S31, T32, R16, BLOCK 31, COM 19.45' S NW COR LOT 16 AS POB E 50.2' S 73' E 20' N 20.35' E 18.2' S 60' W 101.2' N 40.55' TO POB; Lot Width: 040.5 Lot Depth: 101.2
(Commonly known as 0000 North 8th)

ORIG PLAT, S31, T32, R16, 4826 SQUARE FEET, N 70' LTS 17-19 BLK 42; Lot Width: 070.0 Lot Depth: 070.0
(Commonly known as 106 North 8th)

ORIG PLAT, S31, T32, R16, BEG NW COR LT 20 BLK 42, E 21.4' S 19.8' S ALG PARTY WALL 83.7' E 5.5' S 11.9' E 9.7' S 8.3' E 10.5' S 16.7' M/L TO S; Lot Width: 140.0 Lot Depth: 046.6
(Commonly known as 120 North 8th)

ORIG PLAT, S31, T32, R16, E 30' N 10' LT 16; E 30' LTS 17 & 18 BLK 31; LOT WIDTH: 030.0 LOT DEPTH: 130.0
(Commonly known as 113 West Laurel)

ORIG PLAT, S31, T32, R16, BLOCK 54, Lot 6, 3484 SQUARE FEET, Lot Width: 025.0 Lot Depth: 140.0
(Commonly known as 113 East Main)

ORIG PLAT, S31, T32, R16, 5585 SQUARE FEET, LT 10; & BEG NE COR LT 11 W 29' S 80' E 2' N 6' SELY TO PT 2' W & 85' S NE COR LT 11 S 55' E 2' N TO POB BLK 56; Lot Width: 052.0 Lot Depth: 140.0 (Commonly known as 219 West Main)

Jefferson Subdivision Development District

ORIG PLAT, HIGHLAND PARK ADD, S24, T32, R15, ACRES 7.36, COM POB NW COR
LOT 4 E 297.58' S 624.11' W 595.84' N 442.78' E 265.04' NWLY 67.41' N
121.71' TO POB; LESS RW (commonly known as 0000 N 13TH ST, Independence, KS 67301)

The boundaries of the District do not contain any property not referenced in Resolution No. 2022-049 which provided notice of public hearing on the creation of the District and adoption of the Plan.

Section 3. Approval of Development Plan. The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby approved.

Section 4. Adverse Effect on Other Governmental Units. If, within 30 days following the conclusion of the public hearing, any of the following occurs, this ordinance shall be null and void:

- a. The Board of Education of U.S.D. No. 446 determines by resolution that the District will have an adverse effect on such school district; or
- b. The Board of County Commissioners of Montgomery County, Kansas, determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution by The Board of County Commissioners of Montgomery County or the Board of Education of Unified School District No. 446.

Section 5. Reimbursement. The Act authorizes the City to reimburse the Developer for all or a portion of the costs of implementing the Plan through the use of property tax increments allocated to the City under the provisions of the Act and in accordance with the Development Agreement.

Section 6. Further Action. The Mayor, City Clerk, and other officials and employees of the City, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate to accomplish the purposes of this Ordinance.

Section 7. Effective Date. This Ordinance shall be effective upon its passage by the Governing Body of the City of Independence, Kansas and publication one time in the official City newspaper.

[remainder of this page left blank intentionally]

PASSED by the Governing Body of the City of Independence, Kansas and signed by the Mayor on November 10, 2022.

Dean A. Hayse, Mayor

David Schwenker, City Clerk



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
November 10, 2022**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider a donation of land from the Faye Bradley Estate.

SUMMARY RECOMMENDATION City Staff does not recommend accepting the land donation.

BACKGROUND The City of Independence was contacted by Kathy Diekman of Triplett Woolf Garretson, LLC of Wichita, KS. The estate of Faye Bradley would like to donate 313 S. Earl in Independence to the City of Independence. According to April Nutt, the Landbank is not interested in the property. Since the Landbank denied the donation, we placed the item on the agenda for Commission consideration. City staff has reviewed the property, does not see any uses for the property, and does not recommend accepting the donation.

FINANCIAL INFORMATION Cost of property maintenance.

SUGGESTED MOTION I move to deny the request to accept a land donation at 313 S. Earl.

SUPPORTING DOCUMENTS

1. Vacant Land Deed and Tax Info - 313 S_ Earl St__ Independence_ KS Rental Property
2. Estate of Fay Bradley (TWG 18585-01) - Real Property Donation to Land Bank, City of Independence

AFFIDAVIT OF DEATH

STATE OF KANSAS)
) ss.
MONTGOMERY COUNTY)



David K. Hill

_____ of lawful age, being first duly sworn, upon oath states:

1. Affiant is a Funeral Director and is associated with Penwell-Gabel Webb & Rodrick Funeral Home, Independence, Kansas.

2. Affiant has access to the files and records of Penwell-Gabel Webb & Rodrick Funeral Home, and, upon reviewing said files, has determined that Paul Bradley* of Independence, Montgomery County, Kansas, died on October 25, 2006 and that funeral services were conducted by the Webb & Rodrick Funeral Home, 306 W. Main, Independence, Kansas.

*aka Paul Rogers Johnson Bradley

Further affiant saith naught.

Subscribed and sworn to before me this 18th day of February 2010.

Notary Public



Justam \$8.00
1157367

JOINT TENANCY WARRANTY DEED (Following Kansas Statutory Warranty Form)

\$5.00

Entered in Transfer Record in my office this
18 day of August, A. D., 1986
Arva D. Chittum
County Clerk.

This 18 day of August, 1986

Irene Bradley, a widow
CONVEY AND WARRANT TO

Irene Bradley, Paul Rogers Bradley, and Fay Bradley,
mother and sons,
as JOINT TENANTS and not as tenants in common, with full rights of survivorship, the whole
estate to vest in the survivor in the event of the death of either, all the following described REAL
ESTATE in the County of
and the State of Kansas, to-wit:

Lot 4, and the N. 10 feet of Lot 5 in Block 3,
Chaney's Second Addition to the City of
Independence, Montgomery County, Kansas.

for the sum of One dollar and other valuable consideration

EXCEPT AND SUBJECT TO:

Dated August 18, 1986

STATE OF KANSAS, Montgomery COUNTY, ss

BE IT REMEMBERED, That on this 18 day of August

A. D. 1986, before me, the undersigned, a

In and for the County and State aforesaid, came
Irene Bradley, a widow

Irene Bradley
IRENE BRADLEY

ORIGINAL COMPARED WITH RECORD

who is personally known to me to be the same person who
executed the within instrument of writing and such person duly
acknowledged the execution of the same.

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

Lois Augustine
Notary Public
Nov. 15, 1989

STATE OF Kansas

MONTGOMERY County, ss.

This instrument was filed for record on the

18 day of August, A. D., 1986,

at 2:00 o'clock P.M., and duly recorded

in book 371 of Deeds

at page 18

Nora Steinberger
NORA STEINBERGER Register of Deeds.

Fees, \$5.00

Deputy.

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The Parcel Number for this Property is 063-099-31-0-10-27-016.00-0

Quick Ref ID: 6758

Owner Information

Owner Name	BRADLEY, FAY & IRENE
Address	508 N 8TH #APT 3 INDEPENDENCE, KS 67301

Property Situs Address

Address	313 S EARL ST, Independence, KS 67301
----------------	---------------------------------------

Land Based Classification System

Function	Residential highest and best use
Activity	Residential activities
Ownership	Private-fee simple
Site	Site in natural state

General Property Information

Prop Class	Vacant Lots - V
Living Units	
Zoning	
Neighborhood	108.F
Tax Unit Group	108

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1 Sidewalk - 6
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2021 Appraised Value

Class	Land	Building	Total
Vacant Lots - V	1,560	0	1,560
Total	1,560	0	1,560

Tract Description

CHANEYS 2ND ADD, S31, T32, R16, LT 4; N 10; LT 5 BLK 3; Lot Width: 060.0 Lot Depth: 088.5 Plat Book/Page 6 /22 Lot Width: 060.0 Lot Depth: 088.5 Deed Book/Page 371 /018

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
588	753	371	018				

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	vacant- 2	5280										1,560

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TECHNOLOGIES

From: [Diekmann, Kathy J.](#)
To: [David Cowan](#); [April Nutt](#); [City Manager](#)
Cc: [Pirner, Rachael K.](#); [Earl G. Bradley - kansasman76@gmail.com](#)
Subject: Estate of Fay Bradley (TWG 18585-01) - Real Property Donation to Land Bank, City of Independence
Date: Friday, August 12, 2022 4:13:25 PM
Attachments: [Vacant Land Deed and Tax Info - 313 S Earl St Independence KS Rental Property.PDF](#)
Importance: High

BY EMAIL TO:

April Nutt, Chair of Land Bank
Kelly Passauer, and David Cowen
City Manager's Office
811 West Laurel Street
Independence, KS 67301

Phone: 620 -332-2506 for David or Kelly; and 620-332-2536 for April

Hi April,

David and I were able to connect by phone today and he recommended I forward the attached information on real estate the Estate of Fay Bradley would like to donate to the City's land bank. He mentioned that if you agree, it could be presented at the next Commission meeting scheduled for August 25th, and could be voted on then. Please review the below email and attachment and let us know if you concur, or if you have any questions. The fiduciary is needing to administer this property so that we can petition the Court for final settlement.

Thank you, David for your wealth of information today, and we look forward to hearing back from you, April, to see if this will be on the agenda for the meeting. Please feel free to let us know if you have any questions. Enjoy your weekend all.



Kathy J. Diekmann
TRIPLETT WOOLF GARRETSON, LLC
2959 N. Rock Road, Suite 300 • Wichita, Kansas 67226
Phone 316-630-8100, Ext 244 • Fax 316-630-8101
kjdiekmann@twgfirm.com
TWGfirm.com

From: Diekmann, Kathy J.
Sent: Friday, July 15, 2022 10:07 AM
To: CityManager@IndependenceKs.gov; DavidC@IndependenceKs.gov
Cc: Pirner, Rachael K. <RKPIRNER@twgfirm.com>; Earl G. Bradley - kansasman76@gmail.com
<kansasman76@gmail.com>
Subject: FW: Estate of Fay Bradley (TWG 18585-01) - Real Property Donation
Importance: High

Hi Ms. Passauer and/or Mr. Cowen: Just following up on any direction you can provide on below inquiry. Thank you and we look forward to hearing back.

From: Diekmann, Kathy J.

Sent: Monday, June 27, 2022 2:07 PM

To: CityManager@IndependenceKs.gov; DavidC@IndependenceKs.gov

Cc: Pirner, Rachael K. <RKPIRNER@twgfirm.com>; Earl G. Bradley - kansasman76@gmail.com <kansasman76@gmail.com>

Subject: Estate of Fay Bradley (TWG 18585-01) - Real Property Donation

Importance: High

BY EMAIL TO:

Kelly Passauer, and/or

David Cowen

City Manager's Office

811 West Laurel Street

Independence, KS 67301

Phone: 620 -332-2506 for David or Kelly; and 620-332-2536 for April

Dear Ms. Passauer and/or Mr. Cowen:

I just left a voicemail at the number above and promised to email as well. Rachael K. Pirner represents Earl Bradley, Administrator of the Estate of Fay Bradley filed in Montgomery County District Court Sitting at Independence, *Case No. MGI-2021-PR-000014*. Earl Bradley would like to donate to the City, on behalf of himself as Administrator, his deceased mother, Irene Bradley, brother, Fay Bradley, and prior predeceased family member, Paul Bradley, a vacant piece of property located at 313 S. Earl., Independence, Kansas. The ad valorem value is about \$1,500. We do not know what the market value of the vacant property is. We also noticed City referrals to 501(c)3's on your website for donations but it is important to the Administrator that it go directly to the City if possible.

It appears you also have a County Community Foundation at: <https://www.mccfoundation.org/>. Is that where the City advises for donations of real property that are directed to benefit the City, or can the City accept the donation directly?

Please kindly provide a contact for us, or provide any forms you might have to start the process. Thank you and we look forward to hearing back.

This e-mail transmission contains information from the law firm of Triplett Woolf Garretson, LLC which is privileged, confidential or otherwise the exclusive property of the sender or intended recipient. If you are not the designated recipient, please be aware that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this e-mail in error, please notify us by e-mail (reply to the sender) and promptly delete the transmission.

E-mail may not be a secure method of communication. E-mail may be copied and retained by other computers you do not control. Do not use a work computer or work e-mail address for private or non-employer related communications. Do not use another persons' e-mail account when communicating with our firm. We are communicating to you via e-mail because you have sent e-mail communications to us, or have indicated it is permissible. If you change your mind and do not want e-mail communications, please advise us immediately.



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
November 10, 2022**

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider accepting a Land and Water Conservation Grant from the National Park Services

SUMMARY RECOMMENDATION Accepting the Land and Water Conservation Grant from the National Park Services and Kansas Department of Wildlife and Parks

BACKGROUND A few years ago, the Independence Recreation Commission approached the City Commission regarding the placement of soccer fields in the previously designed "Central Park." The City entered into an agreement with Indigo Designs, who originally designed the proposed "Central Park." A committee consisting of City staff, one Commissioner, the Recreation Commission Director, the Recreation Commission Chair, and the School Superintendent worked with Indigo Designs for several months on a revised design to include not only the new soccer fields but other improvements to serve the community's future recreation needs.

In September of 2021, the City applied for a Land and Water Conservation Grant through the Kansas Department of Wildlife and Parks. This is a federal grant made possible through the National Park Services. This highly competitive grant focuses on helping communities invest in large recreation projects that they believe will have a highly positive impact on their population and that align with the State's Comprehensive Outdoor Recreation Plan. Since 1965, Kansas has received over \$50 million and funded approximately 700 LWCF projects.

The Independence Recreation Commission, in partnership with the City of Independence, is investing in a new Central Park Sports Complex, to expand and improve upon the current complex, consisting of four baseball/softball fields, a concession stand, a restroom facility, and a basketball court. These improvements submitted are driven by several primary community needs and goals.

Layout

The current sports field layout needs to be addressed to improve safety and access to support services and conveniences. The backstops of each field do not meet up, so it requires additional staff to supervise, requires participants to walk through traffic-congested areas to access support services and fields, and does not lend itself well to support families with multiple children playing simultaneously. The oldest field was built in the 1940's and has served our community well over the last 8 decades. The new layout fourplex design will align with our communities' current and future needs for decades to come.

Parking

The available parking is underdeveloped and unstructured, raising major safety issues and concerns. This new plan incorporates paved and marked ADA accessible parking areas and pathways to features that will alleviate much of the traffic congestion due to cars being parked

on North Park Blvd, and significantly reduces a serious safety concern.

Programming

There is an increased need to incorporate soccer fields within the Central Park Sports Complex, including support services for parking and restrooms/concessions. Since there are not dedicated fields for each sport, soccer and flag football are also played on the current four baseball fields. This is particularly troublesome because the playing surfaces do not get adequate down time to recoup from each sport's season. This significantly drives up the cost of maintenance and the potential for injury of sports participants. Other issues arise when one sport begins while the next is still underway. Addressing dedicated fields for each sport will also increase participation for both youth and adults. The new plan allows for an increase of one ball field for a total of 5 baseball/softball, 5 dedicated soccer fields, and a multi-use field.

Flood Mitigation

The existing ball fields need to be moved to higher elevations to reduce the impact of flood-prone areas. Due to a major flooding event in 2019, there are currently no lights on the fields, further limiting availability for field usage. Additionally, the electrical infrastructure is not safely located outside of the floodplain and needs to be completely redone and moved to higher ground before it is put back into use. This serious safety concern will be addressed in the new Central Park Sports Complex.

Healthy Habits

Montgomery County, Kansas is the 4th unhealthiest county in Kansas according to the 2019 County Health Rankings. Throughout the project design phases, this has been a focal point of concern. This centralized sporting complex, easily accessible by pedestrians, cyclists, and motorists, would provide opportunities this community has not had access to before, such as a 1-mile perimeter walking trail, batting cages, pickleball courts, additional basketball courts, and an outdoor fitness court. Additionally, completion of this project will provide safe parking and ADA accessibility to all sporting fields, allowing kids and spectators to safely walk throughout the complex without worry of vehicular traffic. Fields will finally be accessible to those with disabilities; participants, coaches, and spectators, a long-awaited improvement for this community.

The revitalized and transformed complex will serve as a community-focused and family-oriented venue, maximizing the opportunities for participation in sports and free fitness.

Independence's application for the Central Park Sports Complex project was selected for a Phase I award of \$2,000,110. This 50% matching grant is for site demolition and earthwork, soccer complex and supporting facilities construction, 4-plex construction, a fitness court, lighting, and parking improvements. An amendment to the Phase I grant has also been submitted for the completion of the 1.1-mile trail portion of the project. Phase II of the project will include the build-out of the east baseball fields, basketball courts, pickleball courts, batting cages, and ancillary parking near those features.

The project will be put out to bid on November 16, 2022 and bids will be received on December 21, 2022. The estimated project groundbreaking is March 2023.

FINANCIAL INFORMATION \$2,000,110; 50% of the estimated Phase I project construction cost.

SUGGESTED MOTION I move to accept the National Park Services Grant for Phase I of the Central Park Sports Complex.

SUPPORTING DOCUMENTS

1. CENTRAL PARK - MASTER PLAN - 1.22.22
2. Notice of Award
3. Project Agreement - NPS/KDWP Grant
4. Performance & Administration Guidelines - KDWP Grant

INDEPENDENCE, KANSAS CENTRAL PARK MASTER PLAN

OCTOBER 2021



LEGEND

- A. NEW YOUTH SOCCER FIELDS
- B. NEW YOUTH SOCCER CONCESSIONS and RESTROOMS
- C. RENOVATED CLARK JAMES FIELD
- D. RENOVATED BICENTENNIAL FIELD
- E. RENOVATED JAYCEE FIELD
- F. RENOVATED HUGO FIELD
- G. RENOVATED SINCLAIR FIELD (WEST)
- H. NEW SINCLAIR FIELD (EAST)
- I. EXISTING CONCESSIONS

- J. EXISTING SHELTER
- K. NEW PLAY AREA
- L. NEW STORAGE BUILDING
- M. NEW MULTI-USE SPORTS FIELD
- N. NEW WALKING TRAILS (1-MILE LOOP)
- O. RENOVATED BASKETBALL COURTS
- P. NEW PAVED PARKING
- Q. NEW FITNESS COURT
- R. NEW PICKLE BALL COURTS
- S. NEW COIN-OPERATED BATTING CAGES
- T. EXISTING SKATE PARK
- U. EXISTING DOG PARK

- NOTES:
- ALL BALL FIELDS INCLUDE NEW SOD, INFIELDS, LIGHTING, FENCING, and DUGOUTS
 - CLARK JAMES FIELD (C), BICENTENNIAL FIELD (D), and SINCLAIR FIELDS (G & H), INCLUDE NEW SCOREKEEPER BOXES AND BULLPENS

Operations Office
512 SE 25th Ave.
Pratt, KS 67124-8174



Phone: (620) 672-5911
Fax: (620) 672-2972
www.ksoutdoors.com

Brad Loveless, Secretary

Laura Kelly, Governor

October 26, 2022

Lacey Lies, Director of Finance
City of Independence
811 W Laurel
Independence, KS 67301

RE: NPS Project No. 20-00814 City of Independence – Central Park Sports Complex

Dear Lacey,

Please consider this official notice of the approval of National Park Service LWCF wavier of retroactivity for project number 20-00814 at the Central Park Sports Complex. A wavier of retroactivity was approved to begin the project prior to the official agreement that will follow shortly. The approved action allows \$2,000,110.00 of funding for the City of Independence for development projects. Project funding will be available through September 30, 2025.

This terms of this agreement include a special award condition that construction may not proceed until the Section 106 of the National Historic Preservation Act (NHPA) and the National Environmental Policy Act (NEPA) reviews and determinations are approved by the National Park Service (NPS). As such, the sub-recipient is not authorized to perform any work under the project except as needed to complete compliance, particularly any ground disturbing activities, nor draw down any funds. Once these requirements have been successfully completed, the LWCF program will notify the Recipient in writing that the review is complete, work on the project may commence and reimbursement of Grant funds is authorized.

Due to the nature of the Land and Water Conservation Fund program, the park facility must remain opened to the public for outdoor recreation in perpetuity. Enclosed are two copies of the Project Agreement for the above referenced LWCF project. Please have the appropriate official sign both copies and return them to our office. A fully executed copy will be returned to your office. Two additional forms, Boycott of Israel Certification and the Sexual Harassment, Discrimination and Retaliation Agreement, are enclosed to be signed and returned to our office with the agreements. These documents must be signed and returned before any reimbursement will be allowed. To apply for reimbursement after work has been completed and paid for you need to:

1. Make copies of all invoices paid on the project and send them to our office. You will only be reimbursed for approved invoices that you have already paid. These invoices should coincide with the project scope you originally submitted. Reimbursement information and forms can be sent upon request.
2. Keep accurate records of all "in-kind" labor or donations that you will be using for the overall project.
3. Keep copies of all documents for your records.

If you should have any questions please contact me at 620-672-0740.

Sincerely,

Kati Westerhaus
LWCF Grant Coordinator
KDWPT State Parks Division
Email: kati.westerhaus@ks.gov

**KANSAS DEPARTMENT OF WILDLIFE, PARKS AND TOURISM
LAND AND WATER CONSERVATION FUND PROGRAM**

COUNTY: Montgomery
PROJECT NO.: 20-00814

PROJECT AGREEMENT

NAME OF PARTICIPATING AGENCY: City of Independence
ADDRESS: 811 W Laurel, Independence, KS 67301
PROJECT TITLE: Central Park Sports Complex
PROJECT PERIOD: October 1, 2022 through September 30, 2025
PROJECT SCOPE: (Description of Project)

The City of Independence proposes to further develop Central Park Sports Complex with new baseball and softball fields, new soccer fields, restroom/concession facility, storage building, fitness court, multi-use sports field, synthetic turf infields, fencing, score boards, dugouts, paved parking stalls with storm drainage system, lighting and park supportive facilities and landscaping, site preparation (demolition, excavation, disposal, grading, site clearing).

This terms of this agreement include a special award condition that construction may not proceed until the Section 106 of the National Historic Preservation Act (NHPA) and the National Environmental Policy Act (NEPA) reviews and determinations are approved by the National Park Service (NPS). As such, the sub-recipient is not authorized to perform any work under the project except as needed to complete compliance, particularly any ground disturbing activities, nor draw down any funds. Once these requirements have been successfully completed, the LWCF program will notify the Recipient in writing that the review is complete, work on the project may commence and reimbursement of Grant funds is authorized.

PROJECT SEGMENT COVERED BY THIS AGREEMENT:

PROJECT COST:

Total Cost	\$ <u>4,000,220.00</u>
Fund (LWCF) amount not to exceed 50%	
Fund (LWCF) Amount	\$ <u>2,000,110.00</u>
Cost of this Segment	\$ <u>4,000,220.00</u>
Assistance this Segment	\$ <u>2,000,110.00</u>

ATTACHMENTS:

1. General Provisions
(Dated:) December 2015

Project Agreement (Cont.)

The State of Kansas and the local agency named on the previous page, mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964) as amended, with the general provisions attached hereto and made a part hereof, and with the approved project proposal including attachments and any amendment thereto which have been or will be submitted for this project.

The State hereby promises, pending the execution of this agreement by the above named political subdivision, to take the necessary steps and action and to attempt to enter an agreement and any necessary amendments to obtain federal cost-sharing for that portion of the project cost referred to on the reverse side as "Fund Amount," to accept such funds from the United States and disburse the same to reimburse the local agency that portion of the total project cost that is the United States' share. It is understood by the parties hereto that this agreement shall not obligate State of Kansas funds for the project costs described herein, to execute the project or project segment described on the reverse side in accordance with the terms of the agreement. It is further understood that incurred costs will not be reimbursed without written approval that such federal funds have been encumbered.

The following special project terms and conditions were added to this agreement before the parties signed it hereto:

A final billing for reimbursement shall be submitted to the State not later than 90 days following the expiration of the project period. Failure to do so shall, at the discretion of the State, be cause for termination of the project with no further reimbursement of funds.

The grantee shall comply with 43 CFR Part 12, Subpart B -Audit Requirements for State and Local Governments.

STATE OF KANSAS

LOCAL AGENCY

By: _____
Kati Westerhaus, ASLO, LWCF Grant Coordinator
Kansas Department of Wildlife, Parks and Tourism

By: _____
Signature

Name & Title

Date

KANSAS DEPARTMENT OF WILDLIFE, PARKS AND TOURISM LAND & WATER CONSERVATION FUND
--

DEVELOPMENT PROJECTS - PERFORMANCE & ADMINISTRATION

Arrangements with Participant. It is the responsibility of the State to make arrangements with other public agencies suitable and adequate to insure successful performance of projects and to enable the continued operation and maintenance of aided facilities and properties for public outdoor recreational use. States shall assure that Participants comply with the terms of the project agreement, the provisions of the National Park Service (NPS), and all relevant laws, rules and regulations. States shall be responsible for the actions of Participants relating to the execution of projects.

PROJECT PERFORMANCE

Unless approved in advance, these items shall be submitted by the local agency to the State for processing. All items requiring NPS approval shall be sent to the State for further submittal.

1. Performance of Construction by Contract. When the total value of construction work to be performed by a contract exceeds \$25,000, the following requirements shall apply with respect to performance of the work:
 - A. Bids and Awards. Competitive open bidding shall be required, unless the NPS waives the requirement. When the Participant considers the lowest bidder unqualified, incapable or not responsible, the next lowest bidder may be approved. Justification for acceptance of a no-bid contract or awarding of contracts to other than the lowest bidder shall be subject to the approval of the NPS. All items requiring NPS approval should be submitted to the State for NPS submittal.
 - B. Change Orders. The organization involved shall issue written change orders to the contract for all necessary changes to the facility. Any change which alters the nature or purpose of the facility must be approved by the Director, NPS. Such change orders shall be filed and preserved after the completion of the project. Change orders should be made part of the project file and kept for audits.
 - C. Information to be Given Bidders Concerning Federal Funds. The Participant or State shall inform bidders that federal funds are being used to assist in construction. It is preferable to include this information in notices released prior to the issuance of bid invitations.
 - D. Acceptance of the Contract Work. The Participant or State has full responsibility for determining that the recreation facility is complete and ready for acceptance.
2. Compliance With State and Local Laws. Construction must comply with those State and Local laws, the violation of which may endanger the completion or utilization of the facilities. Any penalties assessed for noncompliance cannot be matched with federal funds.
3. Compliance With Federal Laws. The organization involved, and contractors shall comply with all Federal laws pertaining directly and indirectly to the proposed construction, including Executive Order 10925, as amended by the Executive Order 11114, which prohibits discrimination in employment.

ACCOUNTS & RECORDS

1. Financial Responsibility. The State shall be responsible for the financial management of accepted projects. Appropriate internal controls must, therefore, be adopted and installed to insure that the project is accomplished in the most efficient and economical manner.
2. Accounting For Funds Received. The State shall provide such fund accounting procedures as may be necessary to assure proper disbursement and accounting for Fund monies paid to the State pursuant to the Act. The accounting procedure should be based on generally-accepted accounting standards and principles and generally meet the following minimum requirements, unless the Director, NPS agrees to exceptions:

- A. Establishment of separate accounts and supporting documents for each project. Each project account should be identified by the number assigned to the property by the NPS (i.e. 20-00600).
 - B. Identification of all receipts in sufficient detail to show the source of such receipts.
 - C. Itemization of all supporting records to project expenditures in sufficient detail to show the exact nature of each expenditure.
 - D. Cross-referencing to each expenditure with the supporting purchase order, contract, voucher, bill, etc. These supporting documents should contain the signature of the official authorized to approve such expenditures.
 - E. Maintenance of adequate records, approved by the appropriate official, to show that all salaries and wages charged against projects are authorized.
 - F. Maintenance of detailed payroll vouchers (names/gross amounts) for salaries/wages.
 - G. Identification of invoices/vouchers charged to project number, account number date, and expense classification.
 - H. When payment is by check, the canceled check should be identified and filed, when by cash, they must be supported by receipts.
 - I. Establishment of adequate internal systems of financial control following generally-accepted accounting and auditing principles.
The State shall require political subdivisions of public agencies, to which federal funds have been transferred, to provide similar accounting procedures as are required of the State by the NPS.
3. Record Retention. The financial records, including all documents to support entries on the accounting records and to substantiate charges for each project, must be kept readily available for examination by duly-authorized representatives of the NPS, the Department of Interior, and the General Accounting Office. All such records shall be retained and available for inspection.

PROJECT BILLING & DOCUMENTATION

Project billings shall be submitted to the State on the following basis unless approved in advance:

1. Up to \$10,000 total project cost - one billing.
2. Up to \$50,000 total project cost - no more than two billings.
3. Up to \$150,000 total project cost - no more than three billings.
4. Over \$150,000 total project cost - no more than four billings.
5. Contract land purchases - one billing.

In addition the following information is required for reimbursement:

1. Each development project billing shall include all expenditures for items with a cost of \$25,000 or less (i.e. - 100 percent item completion).
2. Submit one copy of all supporting documentation.
 - a. The exact nature of each expenditure.
 - b. The date the expense was incurred.
 - c. Evidence that the expense is chargeable to the project, copy of advertisement for bids and bid spread sheet or minutes of bid letting meeting.
 - d. Evidence that the expense has been paid, photocopies of cancelled checks.
 - e. Statement that there will be no request for sales tax refund made. Deduct any sales tax paid from total expenses.
3. Submit the attached claim voucher; signed, dated, include your federal ID number and the amount to be reimbursed.
4. Submit photos of the completed project and a legal description of the park property.

Realizing that accounting procedures and methods of paying claims varies from agency to agency, the Department realizes that photocopies may be sent in instead of original bills, invoices and/or estimates.

Any State sales tax refund received must be deducted from the total project costs.

Income that accrues to a fund-assisted area during the project period from sources other than the intended recreational use must also be deducted from the total project cost. Examples include sale or rental of buildings, sale of timber, gravel, etc.,

rental of land, and agricultural income to participant. After project period, all income should be used to further the development of the project.

FAILURE TO SUBMIT THE NECESSARY DOCUMENTATION WILL UNNECESSARILY DELAY THE ISSUANCE OF A REIMBURSEMENT WARRANT.

NOTICE

It is essential that the project be developed in conformance with the project proposal submitted and the project agreement. This is particularly true regarding the number of facilities to be constructed or installed. The Department and the NPS must approve any significant change in location or number of facilities before work can begin.

ANY DEVIATION FROM THESE INSTRUCTIONS MAY JEOPARDIZE YOUR FEDERAL ASSISTANCE ON SOME PORTION OF YOUR PROJECTS.

**KANSAS DEPARTMENT OF WILDLIFE, PARKS AND TOURISM
LAND & WATER CONSERVATION FUND**

ACQUISITION PROJECTS - PERFORMANCE & ADMINISTRATION

Arrangements with Participant. It is the responsibility of the State to make arrangements with other public agencies suitable and adequate to insure successful performance of projects and to enable the continued operation and maintenance of aided facilities and properties for public outdoor recreational use. States shall assure that Participants comply with the terms of the project agreement, the provisions of the NPS, and all relevant laws, rules and regulations. States shall be responsible for the actions of Participants relating to the execution of projects.

ACCOUNTS & RECORDS

1. The participating agency will establish a separate account for each land acquisition project which will be identified by the number assigned to the project by the NPS. Supporting documents such as claims for land costs should also be referenced with the NPS project number.
2. All financial records pertaining to the project must be kept readily available for examination by Federal auditors. All such records shall be retained for inspection after the project is completed or terminated and a final audit on the project conducted.

PROJECT BILLING & DOCUMENTATION

A project billing may be submitted at any time after the appraisals have been approved and payment for the land has been made. Please submit four (4) copies of the attached claim voucher, to include signature, date, federal ID number and requested reimbursement amount.

1. Statement of Just Compensation for each tract of land.
2. Written Offer to Buy.
3. Statement of Differences in Value for each tract (when necessary).
- 4a. Application for Reimbursement of Expenses Incurred in Selling Real Property with attached documentation - each tract, or;
- 4b. Application for Relocation Assistance with attached documentation - each tract plus written notice to vacate.
5. Certificate of Title for each tract of land prepared by the participating agency's official legal officer indicating title to be in the name of the participating agency.
6. Photocopies of the deeds.
7. Photocopies of cancelled checks/warrants issued in payment for land costs, incidental expenses and relocation expenses.

FAILURE TO SUBMIT SATISFACTORY DOCUMENTATION WITH THE PROJECT BILLING WILL UNNECESSARILY DELAY THE ISSUANCE OF A REIMBURSEMENT WARRANT.



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
November 10, 2022**

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider an agreement with Precision Railway Company.

SUMMARY RECOMMENDATION Enter into an agreement with Precision Railway Company for flow-through responsibility of the KDOT Economic Development Grant,

BACKGROUND The City must be the party that enters into the written grant agreement with KDOT. This agreement between the City and Precision is to transfer and convey unto Precision all the City's rights, duties, and responsibilities under the agreement with KDOT to Precision. With this agreement, Precision agrees to be bound by all requirements set forth in the said agreement as if being performed by the City itself.

FINANCIAL INFORMATION No financial impact to the City.

SUGGESTED MOTION I move to enter into an agreement with Precision Railway Company outlining the responsibilities and expectations of each party related to the KDOT Economic Development Agreement.

SUPPORTING DOCUMENTS

1. 2022.11-10 Precision Flow Through Agreement

FLOW THROUGH AGREEMENT

This Agreement is entered into by and between the **City of Independence, Kansas**, a municipal corporation (hereafter CITY), and **Precision Railway Equipment Company, LLC**, a Kansas limited liability company (hereafter PRECISION).

Whereas, PRECISION is in the process of expanding its operations in Independence, Kansas.

And Whereas, CITY is working closely with PRECISION to facilitate PRECISION'S expansion of operations by providing and applying for certain economic development incentives.

And Whereas, CITY has made application to the Kansas Department of Transportation (KDOT) for a grant for certain infrastructure improvements relating to PRECISION'S expansion of operations.

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

1. **Grant Application.** CITY has made application to KDOT for certain funding for construction of railway track from the location of PRECISION'S operations in the West Laurel Industrial Park, City of Independence, Kansas, to an adjacent railway spur owned and operated by WATCO. This agreement is made contingent upon CITY receiving the grant funds applied for.

2. **Flow Through Responsibility.** If the grant application to KDOT is granted, and if grant funds are received, KDOT will require CITY to enter into a written agreement with it regarding use of the funds, accountability for the funds, and many other facets. Upon entering into such an agreement with KDOT, CITY hereby assigns, transfers and conveys unto PRECISION all CITY'S rights, duties and responsibilities under the agreement with KDOT, and PRECISION agrees to accept the same. The intent of the parties is that PRECISION will perform all contractual

responsibilities of CITY which are set forth in CITY'S separate contract with KDOT. When the agreement is entered into between CITY and KDOT, a true and correct copy of it will be attached hereto as an exhibit, and PRECISION agrees to be bound by all requirements set forth in said agreement as if being performed by the CITY itself.

3. **Project Management and Contractor Selection.** PRECISION will be responsible for the project management in all respects and hold CITY harmless from the same. PRECISION agrees to adhere to an open bidding process by publishing notice of solicitation of bids in CITY'S official newspaper, and bidding must remain open for a minimum of fourteen (14) days after publication of the notice. Upon request, PRECISION will provide CITY the Affidavit of Publication of the notice, subsequent bid tabulation, and the selection of bidders so that CITY may have them on file in the event they are needed to be provided to KDOT.

4. **Reimbursement Requests.** PRECISION will be responsible for paying for the project and all selected contractors. PRECISION will submit invoices and proof of payment to CITY so that CITY may request KDOT reimbursement. PRECISION will be responsible for tracking eligible and ineligible expenditures within the reimbursement request documentation and hold CITY harmless from the same. Upon receipt of reimbursement requests from PRECISION, CITY will be responsible for submitting said requests to KDOT. When CITY collects reimbursement funds from KDOT, CITY will promptly remit them to PRECISION. CITY shall have no independent reimbursement obligation to PRECISION other than to remit reimbursement funds received from KDOT. The sufficiency of reimbursement request documentation shall be the responsibility of PRECISION, and not CITY.

5. **Additional Matters.** The parties agree to supplement this agreement in writing as events occur should the need arise.

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

CITY OF INDEPENDENCE, KANSAS

_____ Date	By: _____ DEAN A. HAYSE, Mayor
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ATTEST:

DAVID W. SCHWENKER, City Clerk

**PRECISION RAILWAY EQUIPMENT
COMPANY, LLC**

_____ Date	By: _____ Name: Title:
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REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
November 10, 2022

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider accepting an Economic Development Grant from KDOT for Rail Improvements.

SUMMARY RECOMMENDATION Accept the Economic Development Grant for Rail Improvements.

BACKGROUND Earlier this year, the City submitted an Economic Development Grant application on behalf of Precision Railway Company for certain rail improvements related to their recent expansion at the West Laurel Industrial Park. The Kansas Department of Transportation has awarded the project an Economic Development Grant in the amount of \$842,775.

FINANCIAL INFORMATION The award is for 75% of construction costs, up to \$842,775.

SUGGESTED MOTION I move to accept the KDOT Economic Development Grant.

SUPPORTING DOCUMENTS

1. KA-6875-01 Economic Development (City of Independence)

PROJECT NO. 63 KA-6875-01
ECONOMIC DEVELOPMENT PROGRAM
RAIL IMPROVEMENTS
CITY OF INDEPENDENCE, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Independence, Kansas** (“LPA”), collectively, the “Parties.”

RECITALS:

- A. The Kansas Legislature, through K.S.A. § 68-2314c(C), authorized the Secretary to provide funding for programs to assist local units of government in the administration of transportation projects including construction, preservation, expansion, and modernization throughout the state. The KDOT Economic Development Program has been authorized by the Governor of the State of Kansas and the Kansas Secretary of Transportation under this legislation.
- B. The LPA applied for, and the Secretary has selected, a rail improvement project to participate in the Economic Development Program, as further described in this Agreement.
- C. The Secretary and the LPA are empowered by the laws of Kansas to enter into agreements for the construction of transportation projects in the state of Kansas.
- D. Cities and counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

4. **“Construction Engineering”** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.

5. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

7. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

8. **“Economic Development Program”** or **“Program”** means a state-funded reimbursement grant program designed to create new jobs and encourage capital investment in Kansas by partnering with local units of government or private entities to fund transportation improvements to create, improve, or expand transportation modes including roadway, rail, airport, and public transit. This program has been authorized as part of the Eisenhower Legacy Transportation Program or “IKE” (K.S.A. § 68-2314, *et seq.*)

9. **“Effective Date”** means the date the Secretary or the Secretary’s designee signs this Agreement.

10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing including, but not limited to, signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

11. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.

12. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

13. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

14. **“Local Public Authority” or “LPA”** means the City of Independence, Kansas, with its place of business at 811 W. Laurel Street, Independence , KS 67301.

15. **“MUTCD”** means the latest version of the Manual on Uniform Traffic Control Devices as adopted by the Secretary.

16. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf, reasonably determines are not an integral part of the Construction of the Project.

17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.

18. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the LPA.

19. **“Preliminary Engineering”** means pre-construction activities including, but not limited to, design work generally performed by a consulting engineering firm that takes place before Letting.

20. **“Project”** means all phases and aspects of the Construction endeavor that is the subject of this Agreement to be undertaken by the LPA, as and when authorized by the Secretary prior to Letting, being: **Constructing a lead track from the WATCO spur adjacent to the West Laurel Industrial Park – 2,660 track feet with 3 switches. The work will consist of extensive site preparation, grading for track bed and drainage, base material compaction to establish sub-grade, cross ties, rail installation with other track materials, then ballast placement to allow tamping to achieve optimal track lining, surfacing, and dressing at the WATCO spur adjacent to the West Laurel Industrial Park in Independence, Kansas.**

21. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

22. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

23. **“Right of Way”** means the real property and interests therein necessary for

Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

24. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.

25. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II: FUNDING

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	75% of Total Actual Costs of Construction; Total Contribution to Actual Costs of Construction not to exceed \$842,775.00
LPA	25% of Total Actual Costs of Construction until Secretary’s funding limit is reached; 100% of Total Actual Costs of Construction after Secretary’s funding limit is reached; 100% of Cost of Preliminary Engineering, Construction Engineering, Right of Way, and Utility Adjustments; 100% Non-Participating Costs.

ARTICLE III: SECRETARY RESPONSIBILITIES

1. **Technical Information on Right of Way Acquisition.** Upon a request from the LPA, the Secretary will provide technical information to help the LPA acquire Right of Way in accordance with the laws of the State of Kansas.

2. **Reimbursement Payments.** The Secretary agrees to make partial payments to the LPA for amounts not less than \$1,000.00 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, employed by the LPA that the Project is being constructed within substantial compliance of the Design Plans.

ARTICLE IV: LPA RESPONSIBILITIES

1. **Access Control.** The LPA shall maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the LPA other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

2. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the LPA shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the LPA to any party outside of the Secretary and all costs incurred by the LPA not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

3. **Audit.** The LPA shall participate and cooperate with the Secretary in an annual audit of the Project. The LPA shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the LPA for items considered Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

4. **Authorization of Signatory.** The LPA shall authorize a duly appointed representative to sign for the LPA any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

5. **Cancellation by LPA.** If the LPA cancels the Project, it shall reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The LPA agrees to reimburse the Secretary within thirty (30) days after receipt by the LPA of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

6. **Conformity with State, Local, and Federal Requirements.** The LPA shall be responsible to design the Project or contract to have the Project designed in conformity with the state, local, and federal design criteria appropriate for the Project as well as in conformity with state, local, and federal law appropriate for the Project.

7. **Consultant Contract Language.** The LPA shall include language requiring conformity with Article IV, paragraph 6 above, in all contracts between the LPA and any Consultant with whom the LPA has contracted to perform services for the Project. In addition, any contract between the LPA and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with Article IV, paragraph 6 above. In addition, any contract between the LPA and any Consultant with whom the LPA has contracted to prepare and certify Design Plans for the Project covered by this Agreement shall also contain the following provisions:

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) Progress Reports. Language requiring the Consultant to submit to the LPA (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the LPA and the Consultant. Such language shall read:

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

8. Corrective Work. Representatives of the Secretary may make periodic inspection of the Project and the records of the LPA as may be deemed necessary or desirable. The LPA shall direct or cause its contractor to accomplish any corrective action or work required by the Secretary’s representative as needed for a determination of state participation. The Secretary does not undertake (for the benefit of the LPA, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor’s errors, omissions, or deviations from the final Design Plans.

9. Design and Specifications. The LPA shall be responsible to make or contract to have made Design Plans for the Project.

10. Future Encroachments. Except as provided by state, local, and federal laws, the LPA agrees it shall not in the future permit Encroachments upon the Right of Way of the Project, and specifically shall require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

11. Hazardous Waste. The LPA agrees to the following regarding Hazardous Waste:

(a) Removal of Hazardous Waste. The LPA shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The LPA shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The LPA shall also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to clean up and remediate Hazardous

Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency (EPA), State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The LPA shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The LPA shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents, and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees, or costs imposed under state or federal laws arising out of or related to any act of omission by the LPA in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement, the LPA has not repudiated, abandoned, surrendered, waived, or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The LPA reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

12. **Indemnification.**

(a) General Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the LPA, the LPA's employees, agents, subcontractors or its consultants. The LPA shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

(b) Indemnification by Contractors. The LPA agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the LPA from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the LPA defends a third party's claim, the Contractor shall indemnify the Secretary and the LPA for damages paid to the third party and all related expenses either the Secretary or the LPA or both incur in defending the claim.

13. **Inspections.** The LPA is responsible for providing Construction Engineering for the Project in accordance with any applicable state and local rules and guidelines.

(a) By LPA personnel. LPA personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the LPA to inspect the Project, in which case the LPA shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) By a Consultant. If the LPA does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained shall represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers (K.S.A. § 74-7021), the FHWA and all federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) Protective Clothing. The LPA shall require at a minimum all LPA personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the LPA executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The LPA may set additional clothing requirements for adequate visibility of personnel.

14. **Legal Authority.** The LPA agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

15. **Letting and Administration by LPA.** The LPA shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The LPA further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the LPA's currently approved procedures, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

16. **Maintenance.** When the Project is completed and final acceptance is issued, the LPA shall, at its own cost and expense, maintain the Project and shall make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the LPA shall begin the necessary repairs within thirty (30) days and shall prosecute the work continuously until it is satisfactorily completed.

17. **Performance Bond.** The LPA agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

18. **Period of Performance.** The LPA shall commence implementation of the Project upon receipt of a Notice to Proceed and complete the Project within two (2) years of the Letting date the Notice to Proceed was issued to the LPA.

19. **Plan Retention.** The LPA shall maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The LPA further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The LPA shall provide access to or copies of all the above-mentioned documents to the Secretary.

20. **Responsibility for Adequacy of Design.** The LPA shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the LPA's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the LPA, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the LPA.

21. **Removal of Encroachments.** The LPA shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments shall be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the LPA and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal shall be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

22. **Right of Way.** The LPA agrees to the following regarding Right of Way:

(a) **Right of Way Acquisition.** Any and all acquisitions of any Right of Way shown on the final Design Plans for the project shall be done in accordance with law, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and K.S.A. §§ 58-3501 to 58-3507, and in accordance with the schedule established by the LPA. The LPA shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. Further, the LPA shall have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements, and temporary easements.

(b) **Right of Way Documentation.** The LPA shall provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions shall be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The LPA agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation

requested by the Office of Chief Counsel shall be delivered within the time limits set by the Secretary.

(c) Highway Use Permit. If the Project necessitates the LPA to work on Right of Way that is owned by the Secretary, the LPA shall submit a Highway Use Permit (KDOT Form 304) to the local KDOT District Office for review and approval. A copy of the Highway Use Permit may be found at https://www.ksdot.org/Assets/wwwksdotorg/dot_304_hwy_permit.pdf.

(d) Relocation Assistance. The LPA shall contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the LPA shall undertake the relocation of eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the LPA for any relocations required by the Project.

23. Secretary Authorization. The Secretary is authorized by the LPA to take such steps as deemed necessary or advisable by the Secretary to secure the benefits of state aid for this Project.

24. Submission of Design Plans to Secretary. Upon their completion, the LPA shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with Article IV, paragraph 5. The Design Plans shall be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or studies shall be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

25. Traffic Control. The LPA agrees to the following regarding traffic control for the Project:

(a) Temporary Traffic Control. The LPA shall provide a temporary traffic control plan within the Design Plans, which includes the LPA's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The LPA's temporary traffic control plan shall conform to the latest version of the MUTCD, as adopted by the Secretary, and comply with the American Disabilities Act of 1990 (ADA) as amended by the ADA Amendments Act of 2008, implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

(b) Permanent Traffic Control. The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

(c) Parking Control. The LPA shall control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) Traffic Movements. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The LPA shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

26. Utilities. The LPA agrees to the following regarding Utilities:

(a) Utility Relocation. The LPA shall move or adjust, or cause to be moved or adjusted, and shall be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted shall be located or relocated in accordance with the current version of the LPA's standard procedures.

(b) Status of Utilities. The LPA shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The LPA shall expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The LPA shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the LPA as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The LPA shall move, adjust, or cause to be moved or adjusted all necessary Utilities within the time specified in the LPA's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The LPA shall initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The LPA shall certify to the Secretary all

privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party shall bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the LPA shall indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately-owned Utilities located on private Right of Way or easements shall be borne by the LPA except as provided by state and federal laws.

ARTICLE V: SPECIAL PROGRAM REQUIREMENTS

1. **Verification of Development is a Condition Precedent to Reimbursement**. The Secretary shall not reimburse the LPA until the Secretary receives verification that the economic development objective necessitating the Project is underway. Verification for the Project may consist of evidence of construction, such as a building permit, a press release, etc. Failure to submit verification of development within six (6) months of the Effective Date of this Agreement shall result in cancellation of the Project.

2. **Economic Development Determination**. The LPA shall quantify the impact of the Project on economic development and submit to the Secretary information detailing the number of jobs created, average salary, and/or other economic benefits generated due to economic development activities associated with the Project. This information shall be submitted within one (1) year of the Notice of Acceptance of the Project.

3. **Letting Deadline**. The LPA shall Let the Project no later than six (6) months after October 2022. The LPA may make a written request to the Secretary to extend the Project's Letting deadline. In the Secretary's sole discretion, the Secretary may either grant or deny the LPA's request to extend the Letting deadline. If the LPA does not Let the Project within six (6) months after October 2022, the Secretary may cancel this Agreement.

4. **Recapture of State Investment**. The Parties agree to the following terms regarding the recapture of the Secretary's share:

(a) Recapture Period. The Parties agree the recapture period of the Project is ten (10) years, commencing on the date the Secretary or the LPA gives notice of final acceptance of the Project.

(b) Insurance. If the Project includes improvements to a building, the LPA shall

purchase and maintain insurance for property damage to the building continuously during the Useful Life Period of the Project in an amount equal to or in excess of the funds expended on the Project.

(c) Change in Public Use. After the Project is completed and during the entire recapture period, any change in the public use of the real property for the Project shall require written approval from the Secretary.

(d) Recapture Formula. If the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary, the LPA shall pay back to the Secretary a percentage of the Secretary's share as follows:

- | | |
|--|-------------------------------|
| 1) Violates in 1 st year of 10-year period: | 100% of the Secretary's Share |
| 2) Violates in 2 nd year of 10-year period: | 90% of the Secretary's Share |
| 3) Violates in 3 rd year of 10-year period: | 80% of the Secretary's Share |
| 4) Violates in 4 th year of 10-year period: | 70% of the Secretary's Share |
| 5) Violates in 5 th year of 10-year period: | 60% of the Secretary's Share |
| 6) Violates in 6 th year of 10-year period: | 50% of the Secretary's Share |
| 7) Violates in 7 th year of 10-year period: | 40% of the Secretary's Share |
| 8) Violates in 8 th year of 10-year period: | 30% of the Secretary's Share |
| 9) Violates in 9 th year of 10-year period: | 20% of the Secretary's Share |
| 10) Violates in 10 th year of 10-year period: | 10% of the Secretary's Share |

Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services.

ARTICLE VI: GENERAL PROVISIONS

1. Acceptance. No contract provision or use of items by the Secretary shall constitute acceptance or relieve the LPA of liability in respect to any expressed or implied warranties.

2. Amendment. Any amendment to this Agreement shall be in writing and signed by the Parties.

3. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the LPA and their successors in office.

4. Civil Rights Act. The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

5. Compliance with Federal and State Laws. The LPA shall comply with all applicable state and federal laws and regulations. The LPA represents and warrants that any Contractor and/or Consultant performing any services on the Project shall also comply with all

applicable state and federal laws and regulations.

6. **Contractual Provisions.** The provisions found in the current version of the “Contractual Provisions Attachment (Form DA-146a),” which is attached, are hereby incorporated into, and made a part of this Agreement.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same agreement.

8. **Debarment of State Contractors.** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. § 75-37,103, or have its work evaluated for pre-qualification purposes. Contractors retained by the LPA for the Project shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense for obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. An individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 % or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in a breach of this Agreement for cause.

9. **Entire Agreement.** This Agreement, with all attached exhibits, expresses the entire agreement between the Parties with respect to the Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Agreement.

10. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

11. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

12. **Independent Contractor Relationship.** The relationship of the Secretary and the LPA shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or employee-employer relationship. The LPA is not the agent of the Secretary and is not authorized to make any representation, contract, or commitment on behalf of the Secretary. It is expressly understood that any individual performing services under this Agreement on behalf of the LPA shall not be deemed to be an employee or independent contractor of the Secretary, and such individual shall not be entitled to tax withholding, workers’

compensation, unemployment compensation or any employee benefits, statutory or otherwise, from the Secretary. The LPA agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. The LPA agrees to indemnify, defend and hold harmless the Secretary and its directors, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security, and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance, and health insurance coverage or assessable payments required under state or federal) with respect to such individual performing services under this Agreement on behalf of the LPA. This provision shall survive the expiration or termination of this Agreement.

13. **Industry Standards.** Where not otherwise provided in this Agreement, materials or work called for in this Agreement shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all applicable federal, state, and local laws and rules and regulations promulgated thereunder.

14. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

15. **Nondiscrimination and Workplace Safety.** The LPA shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Agreement.

16. **Notices.** Any notice required or submitted under this Agreement shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice.

The Secretary:
Kansas Department of Transportation
Attn: Michelle Needham
Division of Fiscal & Asset Management
700 SW Harrison Street, 2nd Floor West
Topeka, KS 66603-3754

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

17. **Restriction on State Lobbying.** Funds provided by the Secretary under this

Agreement shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Agreement shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

18. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be enforced to the fullest extent permitted by law.

19. **Technical Advice and Assistance; Limitations.** Technical advice, assistance, or both, provided by the Secretary under this Agreement shall not be construed as an undertaking by the Secretary of the duties of the LPA or any other individual or entity, or the duties of any Consultant, Contractor, licensed professional engineer, or inspector hired by the LPA.

20. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

21. **Waiver.** A Party's failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF INDEPENDENCE, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Calvin E. Reed (Date)
Senior Director

Form Approved By _____ Legal Dept. KDOT
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KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

State of Kansas
 Department of Administration DA-146a
 (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

CERTIFICATION BY PARTICIPANTS AS TO CURRENT HISTORY
REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR
CIVIL JUDGMENTS

By signing this certificate, the Participant certifies that neither it nor its principals (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds) is:

- (1) not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- (2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- (3) does not have a proposed debarment pending;
- (4) and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

List any exceptions here: _____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

Providing false information may result in criminal prosecution or administrative sanctions.

Participant/Firm's Name: _____

Address: _____

City/State/Zip: _____

Authorized Company Official's Name and Title: _____
(Typed or Printed)

Signature of Authorized Representative: _____
(Date)



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
November 10, 2022**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider authorizing the Mayor to sign the State Historic Preservation Officer agreement for Historic review by the IHPRC and City Staff; and to adopt an ordinance amending Ordinance No. 3888.

SUMMARY RECOMMENDATION City staff recommends renewing the agreement and Ordinance amendment to Section VI of Ordinance 3888.

BACKGROUND Under K.S.A. 75-2724 the City of Independence has an agreement with the State Historic Preservation Office for the administration of project reviews in the Downtown Historic District and Historic structures within the City of Independence. The City agreement was signed in 2017 and requires Commission approval to renew for five more years. The agreement allows the building dept. to approve minor projects in the historic district that do not warrant a full review of the board and require the board to review all projects in contributor and non-contributor buildings in the District or historic structures. When making decisions, the Board will utilize the Secretary of Interior's Standards for the Treatment of Historic Properties and the Guidelines for Rehabilitating historical buildings. The local board's decisions can be appealed to the City Commission for final approval should the applicant disagree with the findings of the IHPRC.

In reviewing this agreement signed in 2017 related to KSA 75-2724 City Staff is asking to amend Ordinance 3888 to reflect the changes in State Law and the agreement signed with SHPO.

The City Staff is working with the Chamber of Commerce, the Chamber BEST committee, Main Street, Housing, and City Staff to inform our downtown business owners and prospective businesses in the Historic District that all work in the District requires a Building Permit at a minimum and possibly review by the IHPRC Board. Our goal is to preserve the Historic District and make our processes easy for owners and prospective businesses to access.

FINANCIAL INFORMATION No Financial Impact

SUGGESTED MOTION

1. I move to authorize the Mayor to sign the SHPO agreement for Historic review by the IHPRC and City Staff.
2. I move to amend Ordinance No. 3888 Section VI pertaining to review procedures for Historic Preservation Applications for Certificate of Appropriateness and repealing Article VI of Ordinance No. 3888.

SUPPORTING DOCUMENTS

1. signed_state_law_2017
2. 3888 - Ordinance - Certificate of Appropriateness - draft 10272022
3. Performance of project reviews under K.S.A. 75-2724 - Agreement with SHPO 11102022 (002)
4. Ordinance 4417 - Amend 3888 to Add an Admin Review

**AGREEMENT BETWEEN THE KANSAS STATE HISTORIC PRESERVATION
OFFICER AND THE CITY OF INDEPENDENCE, KANSAS:
PERFORMANCE OF PROJECT REVIEWS UNDER K.S.A. 75-2724, AS AMENDED**

WHEREAS, under subsection (e) of K.S.A. 75-2724, as amended, the State Historic Preservation Officer (hereafter SHPO) may enter into an agreement authorizing a city or county to make recommendations or to perform certain statutory responsibilities of the SHPO if the SHPO determines that a city or county has enacted a comprehensive local historic preservation ordinance, established a local historic preservation board or commission, and is actively engaged in a local historic preservation program.

AND WHEREAS, the City of Independence, Kansas, hereinafter referred to as the "City," has requested that the SHPO enter into such an agreement, and whereas the SHPO determined that the City meets the requirements of K.S.A. 75-2724 (e), therefore the City and the SHPO hereby agree to the following terms:

1. The City's historic preservation board, known as the Independence Historic Preservation and Resource Commission, hereafter (Board), shall perform all responsibilities of the SHPO under K.S.A. 75-2724 (a) (b) and (c), as amended. For all projects within the City that are required by said statute to be sent to the SHPO, the Board shall review and make a determination. If a particular professional discipline such as archeology, architecture or history is not represented on the Board, it shall seek professional advice from the SHPO or locally as needed in that area when reviewing projects under K.S.A. 75-2724 (a). The SHPO retains the responsibility to review projects affecting or directly involving historic properties owned by the State of Kansas included in the National Register of Historic Places or the Register of Historic Kansas Places.

2. The Board may establish a Design Committee. The Board may develop a list of project types proposed for administrative review by the Board's Design Committee to address minor projects that do not warrant full review by the Board. The Board shall submit the list, along with the names of the Design Committee designated to perform the reviews, to the SHPO for approval prior to its adoption. The Design Committee shall not be granted the authority to make the determination that a proposed project will damage or destroy any historic property included on the National Register of Historic Places or the Register of Historic Kansas Places. When such a determination is likely to be made under an administrative review, that project shall be submitted to the Board which shall make the official determination.

3. The Board and the Design Committee shall utilize the Secretary of the Interior's Standards for the Treatment of Historic Properties and the Guidelines for Rehabilitating Historic Buildings and supplemental guidelines, as needed, as the basis for reviewing all projects. The SHPO shall approve in advance all other supplemental guidelines utilized. To ensure consistent use and understanding of these Standards and Guidelines, all Board members and Design Committee members shall attend training annually that further their understanding of preservation-related topics and issues. Training may be provided by staff of the SHPO from time to time.

4. The Board or the Design Committee staff may request the technical assistance of the SHPO for complex projects. The State Historic Preservation Office shall respond with written comments to the Board or Design Committee staff upon such request.

5. The Board shall forward its findings and decisions to the SHPO on a monthly basis or at the time of submission of the minutes of each meeting of the Board, whichever is applicable. If the Board determines that a proposed project will damage or destroy any historic property included on the National Register of Historic Places or the Register of Historic Kansas Places, the Board shall advise the SHPO, in writing, of such finding through regularly submitted minutes.

6. Determinations by the Board that a project will damage or destroy any historic property may proceed if appealed by the applicant to the City Commission for action as provided under subsection (a) of K.S.A. 75-2724. In those instances where the decision of the City Commission is contrary to the findings of the Board, the project shall not proceed until: (1) The City Commission has made a determination that there is no feasible and prudent alternative to the proposal and that the project includes all possible planning to minimize harm to such historic property resulting from such use and (2) five days' notice of such determination has been given to the SHPO as required by K.S.A. 75-2724 (a).

7. This agreement shall be in effect for a term of five years beginning April 3, 2017 and may be renewable for additional five-year terms at the option of both parties.

8. Amendments to this agreement will be in effect upon their signed acceptance by the City and the SHPO.

9. Either party may terminate this agreement for good cause upon ninety days written notice to the other party.

10. As provided in K.S.A. 75-2724 (e), the SHPO shall retain final authority to implement the provisions of K.S.A. 75-2724 et seq., as amended. Nothing in this agreement shall be construed as limiting the authority of the SHPO to investigate, comment, and make determinations otherwise permitted by K.S.A. 75-2724.

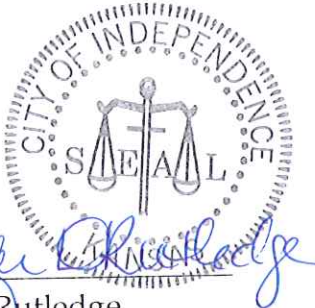
CITY OF INDEPENDENCE, KANSAS

2/9/17

Date

By: *Fred Meier*
Fred Meier, Mayor

ATTEST:



Jennifer D. Rutledge
Jennifer D. Rutledge
City Clerk

4-3-17

Date

Jenni Chinn
State Historic Preservation Officer

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION VI OF ORDINANCE NO 3888 PERTAINING TO REVIEW PROCEDURES FOR HISTORIC PRESERVATION APPLICATIONS FOR CERTIFICATE OF APPROPRIATENESS; AND REPEALING ORIGINAL ARTICLE VI OF ORDINANCE NO. 3888

Certification of Appropriateness

A. CERTIFICATES OF APPROPRIATENESS

No person shall undertake the demolition or alteration of any historic structure, historic site or property within a historic district without first obtaining a Certificate of Appropriateness, provided however, the City of Independence shall be exempt from the requirement of a Certificate of Appropriateness.

1. A Certificate of Appropriateness shall be required for designated historic structures for the following types of construction, alternation or demolition:

- a. Demolition requiring a permit;
- b. Alterations of exterior features/materials identified as significant in the ordinance designating the historic structure;
- c. Construction of new structures;
- d. Alterations of the building site; and
- e. Alterations of spaces, features and finishes within designated interiors.

2. A Certificate of Appropriateness shall be required for designated historic sites for the following types of construction, alteration or demolition:

- a. Demolition requiring a permit;
- b. Alterations of features/materials identified as significant in the ordinance designating the historic site;
- c. Construction of additions; and
- d. Construction of new structures.

3. A Certificate of Appropriateness shall be required for properties within designated historic districts for the following types of construction, alteration or demolition:

- a. Demolition requiring a permit;

- b. Alterations of features/materials identified as significant in the ordinance designating the historic district; and
- c. Construction of new structures.

Nothing in this Article shall be construed to prevent the ordinary maintenance or repair of a structure or site.

B. APPLICATIONS FOR CERTIFICATES OF APPROPRIATENESS

Application for a Certificate of Appropriateness shall be made on a form approved by the IHPRC.

C. CONSIDERATION AND APPROVAL OF CERTIFICATES OF APPROPRIATENESS

The IHPRC shall review the application for a Certificate of Appropriateness and determine whether issuance of a Certificate of Appropriateness should be approved or denied within forty-five (45) days of receipt of the application. If the application for a Certificate of Appropriateness complies with the designation ordinance and the Criteria for Designation, the IHPRC must approve the Certificate of Appropriateness. The IHPRC may also approve the issuance of a Certificate of Appropriateness if the applicant agrees to meet specific conditions with regard to modifications to the proposed project so that it complies with the designation ordinance and the Criteria for Designation. Written notice of the approval of the application for a Certificate of Appropriateness, with conditions if applicable, shall be provided to the applicant within seven (7) working days following the determination and shall be accompanied by a Certificate of Appropriateness.

D. DENIAL OF A CERTIFICATE OF APPROPRIATENESS

If the application for a Certificate of Appropriateness does not comply with the designation ordinance or the Criteria for Designation and the applicant does not agree to meet specific conditions with regard to modification to the proposed project so that it complies with the designation ordinance and the Criteria for Designation, the IHPRC must not approve the Certificate of Appropriateness. A denial of a Certificate of Appropriateness shall be accompanied by a statement of the reasons for the denial. The IHPRC shall make recommendations to the applicant concerning changes, if any, in the proposed action that would cause the IHPRC to reconsider its denial and shall confer with the applicant and attempt to resolve as quickly as possible the differences between the applicant and the IHPRC. The applicant may resubmit an amended application that takes into consideration the recommendations of the IHPRC.

E. CRITERIA TO DETERMINE APPROPRIATENESS

The IHPRC shall adopt principles and guidelines establishing criteria for new construction, alterations, additions, moving and demolition of structures, sites, objects or properties in a historic district. Criteria includes, but is not limited to:

1. Specific design criteria for exterior alterations of historic properties or historic districts shall be based on the U.S. Secretary of the Interior's Standards for Rehabilitation as published in Section 36, Code of Federal Regulations, Part 67 as revised from time to time, and by further reference to such specific design criteria as the IHPRC may require.
2. New construction and additions to existing structures shall be sensitive to and take into account the special historic district or historic characteristics including height, scale, orientation, site coverage, spatial separations, facade and window patterns, entrance and porch size and general design, materials, texture, color, architectural detail, roof forms, vertical or horizontal elements, wall, fences, landscaping and other features.
3. An application for Certificate of Appropriateness for purposes of demolition shall be delayed for a period not to exceed 180 days. The maximum period of delay may be reduced whenever the IHPRC determines the owner will suffer extreme hardship or will be deprived of all beneficial use of the property by virtue of the delay. In either instance, the IHPRC shall use the delay to negotiate with the owner and interested parties to find a means to preserve the historic property.
4. For those structures or property(ies) that have been designated as a historic structure, or structures located in a historical district, which are being considered for condemnation as a dangerous and unsafe structure under K.S.A. 12-1750 et. seq., or a similar city ordinance, the IHPRC shall be considered an interested party and the City shall be required to give the IHPRC the same notice required to be given to the owner of the property. The IHPRC shall prepare a recommendation of whether the structure should be condemned as dangerous and unsafe and what alternatives are available for repair of the structure. The report shall be submitted at the date and time specified by the City Commission for a public hearing.
5. Existing characteristics shall include trees, walls, paving materials, fencing, walkways and other site features that reflect the historic property(ies) significance or protected from demolition or alteration.
6. Landscaping shall be appropriate to the scale and feature of the historic property.
7. Accessory structures shall be appropriate to and compatible with the architectural features of the primary structure. Noncontributory structures shall not distract from the historic property(ies).
8. Archeological sites will be protected and preserved.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and shall be compatible with the historic materials, features, size, scale and proportion and massing to protect the integrity of the property and its environment.

10. A property shall be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.

F. APPLICATION

A copy of every application for a building or demolition permit received by the City, including any accompanying plans and specifications affecting the exterior architectural appearance of a designated historic property or structure in a historic district shall be forwarded by the building official to the administrator who shall initiate an application for a Certificate of Appropriateness. The City's building inspector shall not issue a building or demolition permit until a Certificate of Appropriateness has been issued by the IHPRC, unless the structure has been determined to be unsafe and dangerous pursuant to K.S.A. 12 1750, et. seq., or a similar city ordinance.

G. APPEAL

The applicant for a Certificate of Appropriateness may appeal the denial of the Certificate of Appropriateness to the City Commission by filing a notice of appeal with the City Clerk within thirty (30) days of the date the IHPRC denies the Certificate of Appropriateness. The City Commission shall conduct a hearing within thirty (30) days. The City Commission shall base its decision on the same guidelines as set forth in Section C above and shall either approve or deny the Certificate of Appropriateness in the same manner specified in Sections C and D above.

H. ADMINISTRATIVE REVIEW

The Administrator or designee shall be delegated authority to conduct an administrative review of certain applications, and to grant a certificate of appropriateness if compliance is found with the applicable review standards without the necessity of the matter being reviewed by the Commission. If compliance is not found, the Administrator shall refer the application to the IHPRC. Such delegated authority to conduct administrative reviews and approvals shall be limited to the following:

- 1) Maintenance and minor repair to the exterior when using identical or like-kind materials and which does not alter the original appearance, design, profile and size of the current feature. This includes all windows, doors, porches, roofing etc.
- 2) Installation of signs and awnings on commercial properties (when installed into masonry,

- the attachments are made into mortar joints) and not connected to historic property.
- 3) Minor alterations to exterior buildings including the addition of mechanical or electrical equipment when not affecting character-defining aspects of historical properties.
 - 4) Installation of fire safety equipment or minor alterations to meet the American with Disabilities Act.
 - 5) Interior modifications that do not affect or remove character-defining elements of interior spaces, including the installation of mechanical, plumbing or electrical systems that require minimal changes to existing features.
 - 6) Minor public improvements including improvements to streets, curbs, sidewalks, parking areas, parks, and other amenities (work must not impact character-defining features)
 - 7) Similar projects or replacements with like-kind materials
 - 8) Any project that has been reviewed by the State Preservation Office for tax-credit purposes or projects under federal preservation law and grant funding programs and has received approval from them.
 - 9) Designated designees are City Building Inspector, Zoning Director and City Manager.

SECTION 2. Original Article VI of Ordinance No. 3888 is hereby repealed

SECTION 3. This ordinance shall take effect and be in force from and after its publication in the official newspaper of said City.

PASSED AND ADOPTED this 10th day of November 2022

Dean A. Hayse, Mayor

ATTEST:

David Schwenker, City Clerk

**Agreement between the Kansas State Historic Preservation Officer
and City of Independence, Kansas:
Performance of project reviews under K.S.A. 75-2724, as amended**

Under subsection (e) of K.S.A. 75-2724, as amended, the State Historic Preservation Officer may enter into an agreement authorizing a city or county to make recommendations or to perform certain statutory responsibilities of the State Historic Preservation Officer if the State Historic Preservation Officer determines that the a city or county has enacted a comprehensive local historic preservation ordinance, established a local historic preservation commission or commission, and is actively engaged in a local historic preservation program.

Whereas the City of Independence, Kansas, hereinafter referred to as the "City," has requested that the State Historic Preservation Officer enter into such an agreement, and whereas the State Historic Preservation Officer has determined that the City meets the requirements of K.S.A. 75-2724 (e), therefore the City and the State Historic Preservation Officer hereby agree to the following terms:

1. The City's historic preservation commission, known as the Independence Historic Preservation and Resource Commission, hereafter referred to as "Commission," shall perform all responsibilities of the State Historic Preservation Officer under K.S.A. 75-2724 (a), (b) and (c) , as amended. For all projects within the City that are required by said statute to be sent to the State Historic Preservation Officer, the Commission shall review and make a determination. If a particular professional discipline such as archeology, architecture or history is not represented on the Commission, it shall seek professional advice from the State Historic Preservation Officer or locally as needed in that area when reviewing projects under K.S.A. 75-2724 (a). The State Historic Preservation Officer retains the responsibility to review projects affecting or directly involving historic properties owned by the state of Kansas included in the National Register of Historic Places or the Register of Historic Kansas Places.
2. The City shall develop a list of project types proposed for administrative review by the City's preservation planning staff to address minor projects that do not warrant full review by the Commission. The City shall submit the list, along with the name(s) of staff designated to perform the reviews, to the State Historic Preservation Officer for approval prior to its adoption. City staff shall not be granted the authority to make the determination that a proposed project will damage or destroy any historic property included on the National Register of Historic Places or the Register of Historic Kansas Places. When such a determination is likely to be made under an administrative review, that project shall be submitted to the Commission which shall make the official determination.
3. The Commission and City staff shall utilize the Secretary of the Interior's Standards for the Treatment of Historic Properties and the Guidelines for Rehabilitating Historic Buildings and supplemental guidelines, as needed, as the basis for reviewing all projects. The State Historic Preservation Officer shall approve in advance all other supplemental guidelines utilized. To ensure consistent use and understanding of these Standards and Guidelines, preservation planning staff and preservation Commission members shall attend training annually that further their understanding of preservation-related topics and issues. Training may be provided by staff of the State Historic Preservation Office from time to time.
4. The Commission or City staff may request the technical assistance of the State Historic Preservation Office for complex or sensitive projects. The State Historic Preservation Office shall respond with written comments to the Commission or City staff upon such request.
5. The Commission shall forward its findings and decisions to the State Historic Preservation Officer monthly or at the time of submission of the minutes of each meeting of the Commission, whichever is applicable. If the Commission determines that a proposed project will damage or destroy any historic property included on the National Register of Historic Places or the Register

of Historic Kansas Places, the Commission shall advise the State Historic Preservation Officer, in writing, of such finding through regularly submitted minutes.

- 6. Determinations by the Commission that a project will damage or destroy any historic property may proceed if appealed by the applicant to the City Commission, for action as provided under subsection (a) of K.S.A. 75-2724. In those instances where the decision of the City Commission is contrary to the findings of the preservation commission, the project shall not proceed until: (1) the City Commission has made a determination that there is no feasible and prudent alternative to the proposal and that the project includes all possible planning to minimize harm to such historic property resulting from such use and (2) five days' notice of such determination has been given to the State Historic Preservation Officer as required by K.S.A. 75-2724 (a).
- 7. This agreement shall be in effect for five years from the date of execution by both parties and shall be renewable for additional five-year terms at the option of both parties.
- 8. Amendments to this agreement will be in effect upon their signed acceptance by the City and the State Historic Preservation Officer.
- 9. Either party may terminate this agreement for good cause upon ninety days written notice to the other party.
- 10. As provided in K.S.A. 75-2724 (e), the State Historic Preservation Officer shall retain final authority to implement the provisions of K.S.A. 75-2724 et seq., as amended. Nothing in this agreement shall be construed as limiting the authority of the State Historic Preservation Officer to investigate, comment, and make determinations otherwise permitted by K.S.A 75-2724.

Date

Dean A. Hayse, Mayor

ATTEST:

David Schwenker
City Clerk

Date

State Historic Preservation Officer

ORDINANCE NO. 4417

AN ORDINANCE AMENDING ORDINANCE NO 3888 TO ADD AN ADMINISTRATIVE REVIEW PROCEDURE.

Be it ordained by the governing body of the City of Independence:

Section 1: Ordinance No 3888 is amended to add a section on administrative review enumerated as City Code Section 50-172 as follows:

Sec. 50-172. – ADMINISTRATIVE REVIEW

The Administrator or designee shall have authority to conduct an administrative review of certain applications, and to grant a certificate of appropriateness if compliance is found with the applicable review standards without the necessity of the matter being reviewed by the IHPRC. If compliance is not found, the Administrator shall refer the application to the IHPRC. Such delegated authority to conduct administrative reviews and approvals shall be limited to the following:

1. Maintenance and minor repair to the exterior when using identical or like-kind materials and which does not alter the original appearance, design, profile and size of the current feature. This includes all windows, doors, porches, roofing etc.
2. Installation of signs and awnings on commercial properties (when installed into masonry, the attachments are made into mortar joints) and not connected to historic property.
3. Minor alterations to exterior buildings including the addition of mechanical or electrical equipment when not affecting character-defining aspects of historical properties.
4. Installation of fire safety equipment or minor alterations to meet the American with Disabilities Act.
5. Interior modifications that do not affect or remove character-defining elements of interior spaces, including the installation of mechanical, plumbing or electrical systems that require minimal changes to existing features.
6. Minor public improvements including improvements to streets, curbs, sidewalks, parking areas, parks, and other amenities (work must not impact character-defining features)
7. Similar projects or replacements with like-kind materials
8. Any project that has been reviewed by the State Preservation Office for tax-credit purposes or projects under federal preservation law and grant funding programs and has received approval from them.

SECTION 2. This ordinance will take effect upon it's publication in the official city newspaper.

Adopted by the governing body of the City of Independence on the 10th day of November 2022.

Dean A. Hayse, Mayor

ATTEST:

David Schwenker, City Clerk



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
November 10, 2022**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider a location for a utility payment drop box.

SUMMARY RECOMMENDATION Select a location.

BACKGROUND Several locations for placing a utility payment drop box have been requested for analysis. They are:

1. In front of City Hall (Location A).
2. Along Myrtle Street, north of City Hall (Location B).
3. Along 6th Street, adjacent to the parking lot north of City Hall (Location C).
4. At Memorial Hall (Location D).

There is a drawing of each of these locations attached. Locations A, B, and C will each cost a similar amount of money, with Location A having the strongest likelihood of having additional costs related to sidewalk modification. Projected costs for these areas are in the \$20,000 range.

Location B would be less disruptive than Location A or Location C, provided that there are no buried utilities in the area.

Location C would have to be adjusted from the drawing somewhat south, or an existing streetlight will have to be moved. Location C is also incompatible with some configurations that have been considered for the north of City Hall parking lot.

Location D would have negligible costs associated with the placement and would be placed in an area that is currently covered by a security camera. Location D would be field adjusted from the location shown for optimal drive-up access.

FINANCIAL INFORMATION There is no anticipated budget impact until project is bid, and at that point will be funded using the General Fund for Location A, Location B, or Location C. There would be less than \$200 impact from selection of Location D, which would be from the General Fund.

SUGGESTED MOTION

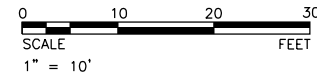
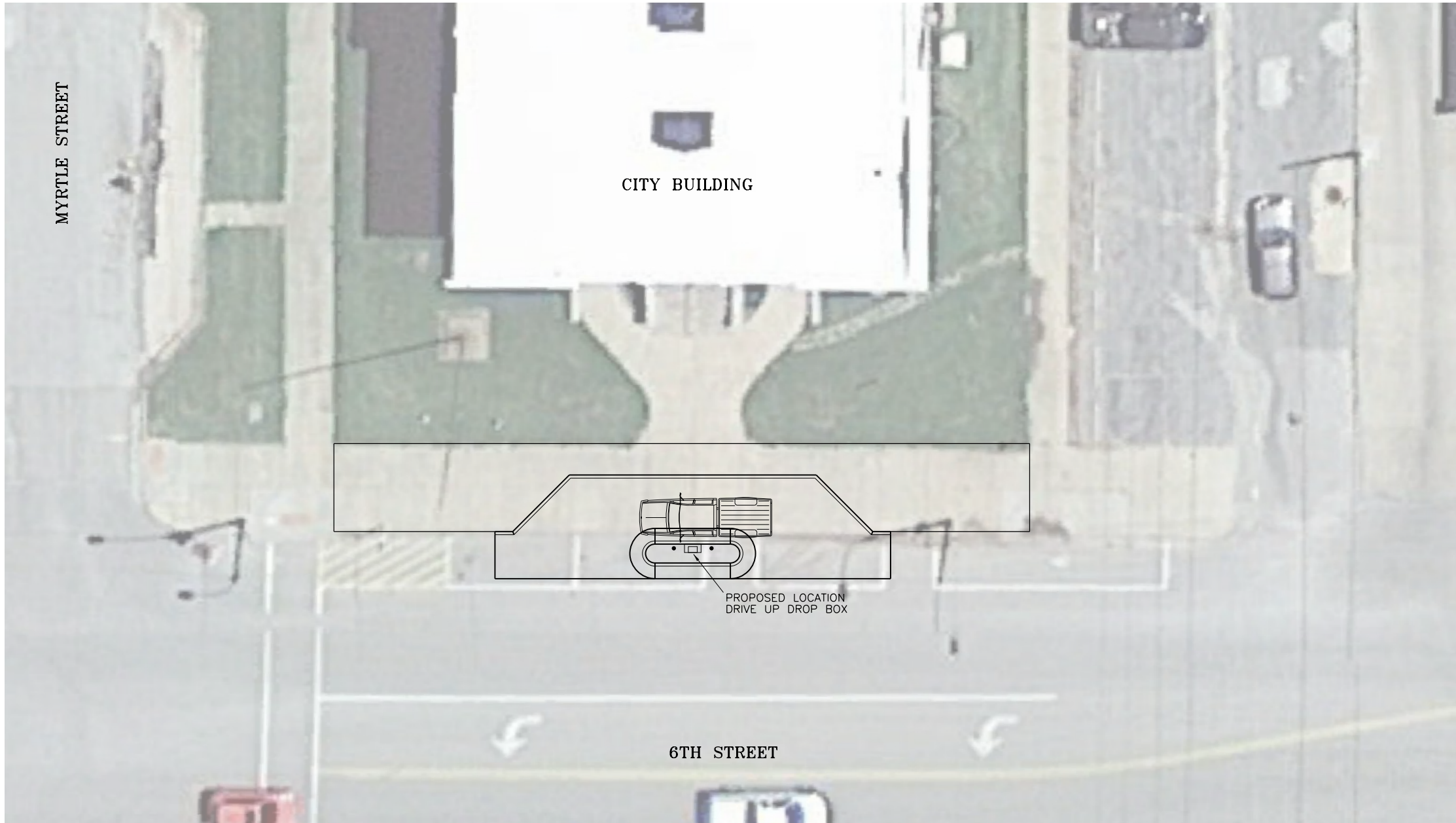
1. I move to place a utility payment drop box at (Location A, B, or C) and approve engaging TranSystems for necessary bidding and inspection services.

or

-
2. I move to place a utility payment drop box at Location D.

SUPPORTING DOCUMENTS

1. Location A
2. Location B
3. Location C
4. Location D



Tran Systems

CONSULTANTS:

[illegible]

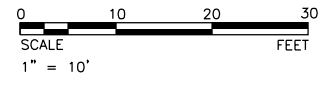
PROJ NO: P112120005
SCALE: 1" = 10'
DATE: 11/4/2022
DESIGNED BY:
DRAWN BY:
CHECKED BY:

SHEET TITLE:

DROP BOX
6TH STREET
WITHIN SIDEWALK

SHEET NO. 1

SHEET 1 OF 1



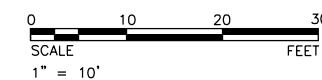
CONSULTANTS:

[illegible]

PROJ NO: P112120005
SCALE: 1" = 10'
DATE: 11/4/2022
DESIGNED BY:
DRAWN BY:
CHECKED BY:

SHEET TITLE:
DROP BOX 6TH & MYRTLE

SHEET NO. 1
SHEET 1 OF 1



CONSULTANTS:

[illegible]

PROJ NO: R112120005

SCALE: 1" = 10'

DATE: 11/4/2022

DESIGNED BY:

DRAWN BY:

CHECKED BY: _____

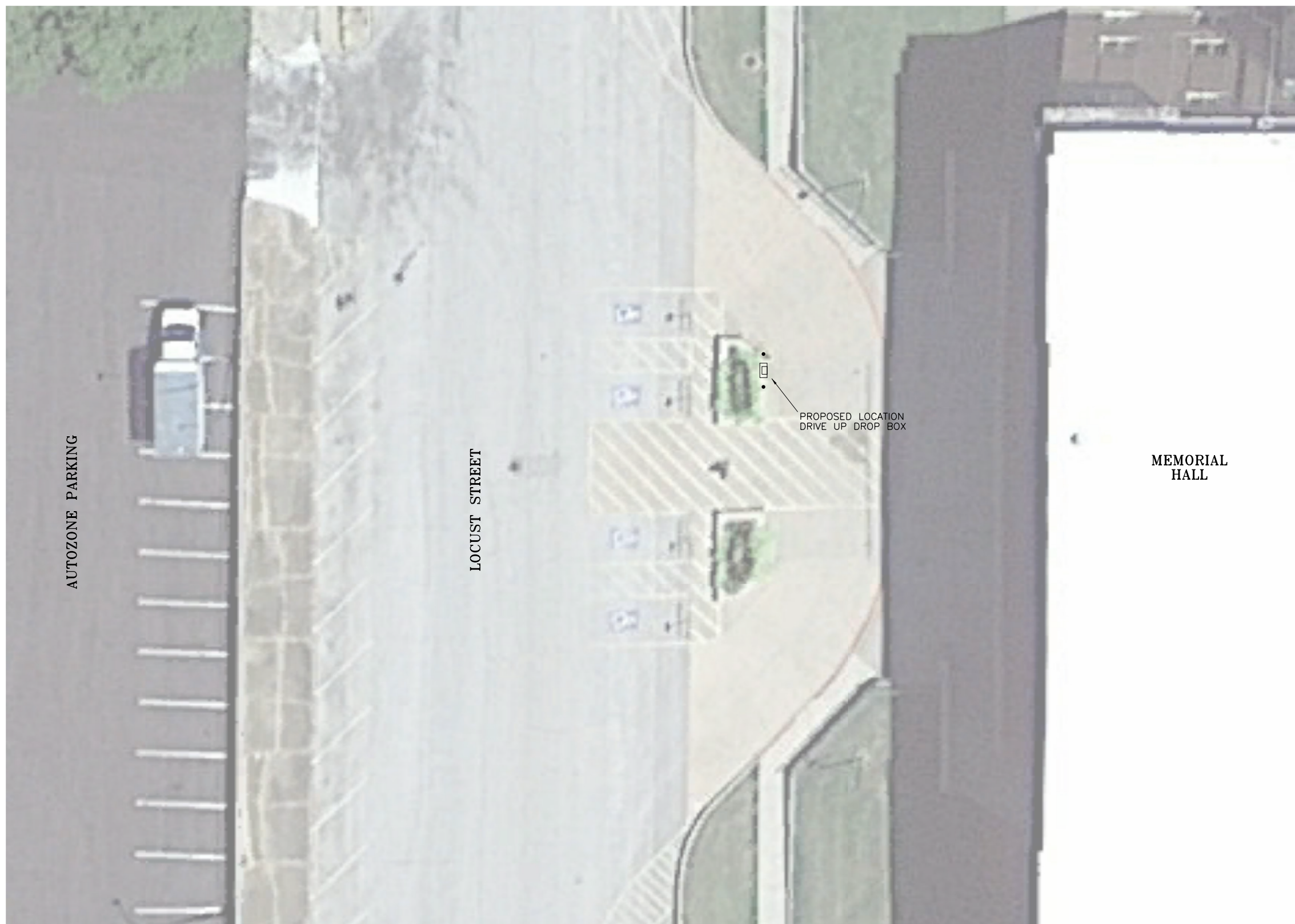
SHEET TITLE

DROP BOX
6TH STREET
ACROSS FROM
ASHCRAFT

SHEET NO.

SHEET NO.

SHEET 1



CONSULTANTS:

[illegible]

PROJ NO: P112120005
SCALE: 1" = 10'
DATE: 11/4/2022
DESIGNED BY:
DRAWN BY:
CHECKED BY:

SHEET TITLE:	DROP BOX LOCUST ST MEMORIAL HALL
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SHEET NO. 1

SHEET 1 OF 1



Report
CITY OF INDEPENDENCE
November 10, 2022

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM City Board Minutes

BACKGROUND

SUPPORTING DOCUMENTS

1. October 4, 2022 Planning Commission-BZA Minutes-Signed
2. October 19, 2022 Indy Rec Minutes

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's October 4, 2022 Meeting

I. Call to Order

Present: Brent Littleton, Lisa Richard, Andy McLenon, Tim Haynes, Anthony (Tony) Royse, Michelle Anderson

Absent: Rachel Lyon, Kendall Neill, Mary Jo Meier

Staff: Kelly Passauer, David Cowan, Lydia Collins

Guests: Patrick Miller

Tim Haynes, Secretary, called the meeting to order.

II. Minutes

- a. Consider approving the minutes of the September 6, 2022 meeting.

Motion:

On the motion of Anthony (Tony) Royse, seconded by Brent Littleton the Commission Approved the September 6, 2022 minutes.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Andy McLenon, Lisa Richard, Anthony (Tony) Royse

Nay: None

III. Planning Commission

- a. Public hearing to receive comments on a request for a conditional use permit for "Massage Services" in a C-3, central business district at 201 West Main Street.

Tim Haynes opened the public hearing.

Patrick Miller, owner of Amazing Hands Massage Therapy, explained his therapist credentials and that he was moving his business into the Booth Hotel.

The purpose of the conditional use was explained and the staff report was read.

There was no discussion from the Commission.

Motion:

On the motion of Anthony (Tony) Royse, seconded by Lisa Richard the Commission approved a conditional use permit for "Massage Services" in a C-3, central business district at 201 W Main Street for Amazing Hands Massage.

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's October 4, 2022
Meeting**

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Andy McLenon, Lisa Richard, Anthony (Tony) Royse
Nay: None

- b. Public hearing to consider a text amendment to modify Appendix B - Zoning of the City Code relating to coffee roasting and any additional modifications.

Tim Haynes opened the public hearing.

The hearing was held to decide if the Commission would allow coffee roasting in a C-3, central business district.

The staff report was read.

Some Commission members felt that the text amendment should be more restrictive. Members discussed the number and size of roasters, pounds of roasted coffee and environmental safety measures for the surrounding neighborhood.

Tim Haynes said he would entertain a motion.

Motion:

On the motion of Brent Littleton, seconded by Anthony (Tony) Royse the Commission moved to approve a text amendment to Appendix B-Zoning of the City Code to permit coffee roasting in a C-3, central business district as a conditional use, as the change is consistent with the intent and purpose of these regulations, the area affected by such change would be the C-3, central business district by allowing coffee roasting in this zone, and the change is made necessary due to a recent planning concept of manufacturing and selling certain niche items in a storefront location in a downtown setting, such as the brewery.

Aye: Michelle Anderson, Brent Littleton, Anthony (Tony) Royse
Nay: Tim Haynes, Andy McLenon, Lisa Richard

Motion failed due to a tie vote.

The members discussed their concerns and decided to amend the suggested text amendment to include a limit on how many pounds of coffee could be roasted per year and to have a special conditional use section written for coffee roasting.

Motion:

On the motion of Brent Littleton, seconded by Anthony (Tony) Royse the Commission passed a text amendment to Appendix B-Zoning of the City Code

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's October 4, 2022
Meeting**

to permit coffee roasting in a C-3, central business district as a conditional use, as the change is consistent with the intent and purpose of these regulations, the area affected by such change would be the C-3, central business district by allowing niche coffee roasting in this zone, niche being defined as less than 100,000 pounds annually and the change is made necessary due to a recent planning concept of manufacturing and selling certain niche items in a storefront location in a downtown setting, such as the brewery.

**Aye: Michelle Anderson, Brent Littleton, Anthony (Tony) Royse, Tim Haynes,
Andy McLenon, Lisa Richard
Nay: None**

IV. Board of Zoning Appeals (Does not include outside City appointments)

V. Discussion

a. Report on status of conditional use permit at 401 N. 8th Street.

Kelly Passauer updated the Commission on the status of completion for the conditional use permit at 401 N. 8th Street. Kelly also let the Commission know that there are three conditional use permits, one rezoning permit and one variance on the November 1, 2022 agenda.

VI. Adjournment

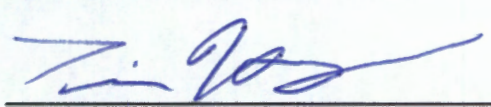
Motion:

On the motion of Tim Haynes, seconded by Lisa Richard the Commission adjourned the meeting.

**Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Andy McLenon, Lisa Richard, Anthony (Tony) Royse
Nay: None**



Kendall Neill, Chairperson



Tim Haynes, Secretary

INDEPENDENCE USD #446 RECREATION COMMISSION

Monthly Meeting October 19, 2022

Ash Youth Center
1501 N. 10th Street
Independence, KS 67301

MEMBERS PRESENT:

Christy Mavers
Ron Goins
Joe Cooley
Moises Rivera
Joseph Housel

OTHERS PRESENT

Brent Julian
Lori Bromley
Nick McBride
Galen Palmer
Jim Butts

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

ROUTINE

Agenda

The agenda was amended to add D. Central Sports Complex Report under III. Business / Finance. Ron Goins moved to approve the agenda as amended. Joe Cooley seconded. Motion carried 5-0.

Minutes

Ron Goins moved to approve the board minutes from the September 21, 2022 meeting. Joe Cooley seconded. Motion carried 5-0.

Bills

Joe Cooley moved to approve the October 19, 2022 invoices and checks for payment as presented in the amount of \$15,897.51 as well as the bills and employee benefit paid since the previous board meeting in the amount of \$8,130.64. Joseph Housel seconded. Motion carried 5-0.

Treasurer's Report

Galen Palmer reported the following bank balances as of September 30, 2022: First Oak Bank – Checking; \$105,478.14, First Oak Bank – Petty Cash; \$500.00, and Equity Bank – Savings; \$26,833.17. Ron Goins moved to approve the treasurer's report as presented. Joe Cooley seconded. Motion carried 5-0.

PROGRAMS/OPERATIONS

Maintenance Report

Jim Butts answered any questions the board had on the maintenance report. Joe Cooley asked Jim about the indoor pool's boiler system and Jim stated that it is up and running again and

heating efficiently. Christy Mavers asked Jim about any winter projects he may have lined up and Jim stated he has some projects to work on at Riverside Beach but is waiting on the city meeting to give him the go ahead. Brent stated they will be setting up that meeting soon.

Programs/Sports Report

Nick McBride answered any questions the board had on the programs and sports report. Moises Rivera asked Nick about sponsors for the flag football league. Nick stated that so far IRC covers those expenses due to the fact the league was originally designed for fundamentals, it may be something that will change at a later date. Christy asked Nick about All-Stars for soccer and flag football and why the tournaments are so late in the season. Nick explained that those dates were the best availability he could get because there was a lot of interest with the surrounding communities and everyone had to compromise on the dates.

Director/Aquatics Report

Brent Julian answered any questions the board had on the director's and aquatics report. Christy stated that she was happy to see IRC still involved in programs such as senior dances and Queen Neelah interviews etc....

BUSINESS/FINANCE

New Auditors

Brent informed the commission that once the quote was in from the Lloyd Group, the auditors out of McPherson, KS in the amount of \$8,000 to \$9,000 it was decided to check with some other auditors in the area for a better price. Brent contacted Gilmore & Phillips CPA out of Chanute, KS who was willing to schedule IRC last minute for a November 28th audit for approximately \$5,000. Brent stated he felt that was the way go in order to save on the budget.

RBFAC Financials/Yearly Meeting

Brent reminded the commission that the pool financial documents were handed out last month as well as being included in this month's board packet. Brent stated that he and Christy will meet with city officials hopefully in November. Brent stated he will try to schedule the meeting before 3:00 p.m. so Jim Butts can attend as well.

Handicap Accessibility Update for Ash

Brent informed the board that IRC is within ADA codes at the Ash Youth Center, however he does not like the way the front entrance door opens and has no accessibility. Brent stated that retired architect, John Heckman, is going to come by and look at the situation and see what the options are. Brent stated that it may be to replace the main door with double doors that can open automatically, however he is not sure of the cost, and it will most likely be expensive. The board agreed it is worth looking into and Brent will get some quotes and see what can be done.

Central Sports Complex Update

Brent stated that he just spoke to Lacey Lies, with the City of Independence, regarding the new Central Park Sports Complex. Lacey informed Brent they are still waiting for information on the grant from the National Park Service and are hopeful they will hear something soon. Also, Lacey stated that they have received \$599,000.00 in fundraising pledges; that is approximately 60% of the construction costs and 40% of the overall cost of the complex. Brent informed the board he had received an email from Brittany with information on a Rule Champion Grant for arts & culture. Even though it is not necessarily directly for the sports complex, Brent feels it could be good for IRC and can possibly help fund some of the trails etc... Brent stated that he has also heard of a group that is offering a soccer tournament to help fundraise for the complex, however he does not know the details or much about it, there is a flyer going around town regarding the tournament and Brent stated he will post one in the Ash Center as well.

Executive Session

There was no need for an executive session.

Items From the Commission

Christy Mavers *Asked if anything has moved forward on the Wednesday evening after-school program with Impact Church. Brent stated that he has not heard from the pastor, but is still open to working out a time for volunteers to come in and help the kids with homework, activities etc. Joe Cooley stated that he would try to reach out and get more information.

Agreement for Action on Items from the Commission

There were no agreements for action on items from the commission.

Adjournment

Ron Goins moved to adjourn the meeting. Joe Cooley seconded. Christy Mavers adjourned the meeting at 12:05 p.m.

Respectfully Submitted,

Joe Cooley
Secretary



Report
CITY OF INDEPENDENCE
November 10, 2022

Department Finance

Director Approval Lacey Lies

AGENDA ITEM 2022 Q3 Treasurers Report

BACKGROUND

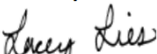
SUPPORTING DOCUMENTS

1. 2022 Q3 Treasurers Report

Treasurer's Quarterly Financial Statement for Quarter Ending September 30, 2022

Name of Fund		Beginning Balance	Receipts	Disbursements	Ending Balance
General	1	2,028,956.28	2,179,743.42	2,416,631.92	1,792,067.78
Opioid Abatement	2	0.00	2,070.17	0.00	2,070.17
Fire Insurance Proceeds	3	26,614.94	0.00	10,250.00	16,364.94
Industrial	4	689.75	2,155.61	0.00	2,845.36
Crime Prevention Program	5	589.88	0.00	0.00	589.88
Economic Development/Transportation	6	462,232.40	101,378.22	0.00	563,610.62
Alcohol Assessment	7	3,820.00	0.00	0.00	3,820.00
E-911 - New	8	227,014.69	36,717.07	24,044.88	239,686.88
Incubator Building	9	94,135.08	9,285.00	0.00	103,420.08
KPWSLF Proj No 2933 - WTP	10	(203,213.69)	0.00	8,410.48	(211,624.17)
Education Sales Tax	11	224,266.99	687,520.43	633,113.13	278,674.29
Capital Project Reserve	12	257,627.67	0.00	0.00	257,627.67
City Projects	14	9,956,526.62	90,000.00	1,746,746.85	8,299,779.77
City Skate Park	15	1,694.64	0.00	0.00	1,694.64
Special Use Sales Tax	17	2,013,125.95	687,520.43	1,131,381.42	1,569,264.96
Logan Fountain	19	394.37	0.00	270.00	124.37
Airport Capital Projects Reserve	21	242,058.20	653,873.00	634,075.29	261,855.91
Street Capital Projects Reserve	22	2,893,223.09	1,592,379.63	1,138,654.27	3,346,948.45
KWPCRF LOAN C20 2043 01	23	(97,941.50)	0.00	330.00	(98,271.50)
Fire/EMS Grants	24	9,958.24	0.00	2,134.98	7,823.26
City Grant Program	25	208,291.23	60,335.50	61,937.92	206,688.81
G. F. Employee Benefits	26	428,739.08	70,513.84	238,388.11	260,864.81
Airport	31	215,621.29	257,018.44	284,694.41	187,945.32
Water and Sewer	33	3,183,353.69	1,591,546.09	1,342,322.78	3,432,577.00
Grinder Pump Replacement	34	270,075.52	2,414.08	0.00	272,489.60
Cap Infrastructure - W/S	35	3,691,196.37	5,931.47	0.00	3,697,127.84
Sanitation	37	711,255.91	301,538.91	361,696.67	651,098.15
Independence Land Bank	38	53,400.59	85.82	0.00	53,486.41
Special Park	40	28,300.59	6,214.76	497.10	34,018.25
Employee Wellness	41	10,969.82	14,064.05	4,311.19	20,722.68
Library	42	0.00	19,947.41	0.00	19,947.41
Downtown Tree Replacement	43	15,376.60	24.71	0.00	15,401.31
Special Park & Recreation	44	77,054.38	10,337.73	6,000.00	81,392.11
Special Alcohol Programs	45	46,128.55	10,337.73	0.00	56,466.28
Demolition	46	168,909.47	6,554.50	117,660.00	57,803.97
Liability Insurance	47	165,006.22	10,867.91	424.00	175,450.13
Housing Authority Funds **	48-64	4,890,038.04	361,604.53	320,786.05	4,930,856.52
E-911 - Old	65	4,696.52	0.00	0.00	4,696.52
Memorial Hall Tax Credits	66	31,362.13	0.00	12,240.98	19,121.15
Quality of Life Sales Tax	67	14,120.71	0.00	0.00	14,120.71
First Aid Training	72	2,829.18	404.87	0.00	3,234.05
ADA DJ # 204-29-144	74	166,554.77	0.00	3,300.00	163,254.77
KLINK, Penn/Chestnut-Oak	76	34,942.78	0.00	0.00	34,942.78
K-9	78	29,039.26	420.93	1,291.29	28,168.90
Law Enforcement Trust	79	23,916.99	58.34	109.36	23,865.97
Grant - Walmart - Fire/EMS	84	3,046.18	0.00	0.00	3,046.18
Bond and Interest	91	1,017,706.25	725,749.23	1,499,401.37	244,054.11
2015-2016 KLINK Projects	92	318,879.31	0.00	0.00	318,879.31
Grant Funds	94	1,298,290.84	0.00	0.00	1,298,290.84

Treasurer's Quarterly Financial Statement for Quarter Ending September 30, 2022

Name of Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
TOTAL	35,250,875.87	9,498,613.83	12,001,104.45	32,748,385.25
Reconciled Items				0.00
TOTAL				32,748,385.25
Summary				
Community Nat'l. Bank	Checking	27,657,346.61		
Community Nat'l. Bank	C/D's	3,299,707.95		
Equity Bank	MM Account	1,791,330.69		
		0.00		
	TOTAL	32,748,385.25		
Liabilities				
	Principal	Interest	Total	
Series 2013A	325,000.00	4,388.00	329,388.00	
Series 2015A	1,110,000.00	150,475.00	1,260,475.00	
Series 2016A	930,000.00	68,750.00	998,750.00	
Series 2019A	1,110,000.00	84,450.00	1,194,450.00	
Series 2022A - Streets	3,400,000.00	1,464,362.00	4,864,362.00	
Series 2022A - Facilities	10,240,000.00	4,304,268.00	14,544,268.00	
Bonds & T-Notes Payable - September 30, 2022	17,115,000.00	6,076,693.00	23,191,693.00	
Capital Leases				
		Payoff Date		
Commercial Bank - JD Tractor & Bush Hog		April 1, 2025		55,595.57
Community National Bank - 2021 Street Sweeper		March 1, 2025		63,566.94
Community National Bank - 2019 Rosenbauer Fire Truck		April 1, 2026		359,720.67
Kansas Public Water Supply/Pollution Control Loan Funds				
Loan # C20-1915-01, Southeast Lift Station				1,947,773.19
Loan #2933 Water Treatment Plant Upgrades				1,375,592.85
	TOTAL			26,993,942.22
I, David Schwenker, Treasurer, do hereby certify that the above statement is correct to the best of my knowledge and belief.				
 David Schwenker, Treasurer				
Attested by:				
 Lacey R. Lies, Director of Finance				



Report
CITY OF INDEPENDENCE
November 10, 2022

Department Finance

Director Approval Lacey Lies

AGENDA ITEM October Sales Tax Report

BACKGROUND

SUPPORTING DOCUMENTS

1. October 2022 Sales Tax Report



Shop Local



October 2022 Sales Tax Report

City of Independence Kansas

Office of the Finance Director

October 31, 2022



Sales Tax Report for October 2022

One Percent Sales Tax – General Fund

The attached spreadsheet and graphs provide comparisons by fiscal year of the **one (1) percent** sales tax levied for City purposes; another one percent is levied for the Special Use Sales Tax Allocation, and another one percent for Education.

NOTE: the “receipts” reported from the State of Kansas to the City for any given month are from sales generated two months prior. For example, the October receipts shown in this report were from sales in August 2022.

October 2022 is the tenth month in the FY2022 Sales Tax Revenue account.

- **October** receipts totaled **\$163,298**, which is a **DECREASE of \$15,713** from October 2021, or **down 8.8%** (see Graph 2, “October 1% Sales Tax 10 Year History”).
- October 2022 receipts are the **Third Lowest October** receipts in the 10-year history, (see Graph 2, “October 1% Sales Tax 10 Year History”).
- Annualized FY2022 sales tax collected (with ten months reported) is **\$2,521,951**, or **\$471,951 over** our **budgeted** amount of \$2,050,000; or **23% higher** than the budget. This would be \$278,648 over our FY2021 **actual collections** of \$2,243,303.
- With ten months reported, we have **collected 102.5%** of the FY2022 budgeted amount of \$2,050,000.
- The **Compensating Use** sales tax portion made up **13.2%** of the \$163,298 total (\$21,500) (see Graph 5 “2022 1% Sales Tax – Monthly/Compensating Use Sales Tax and Sales Tax.”).

THANK YOU
For Shopping Local!

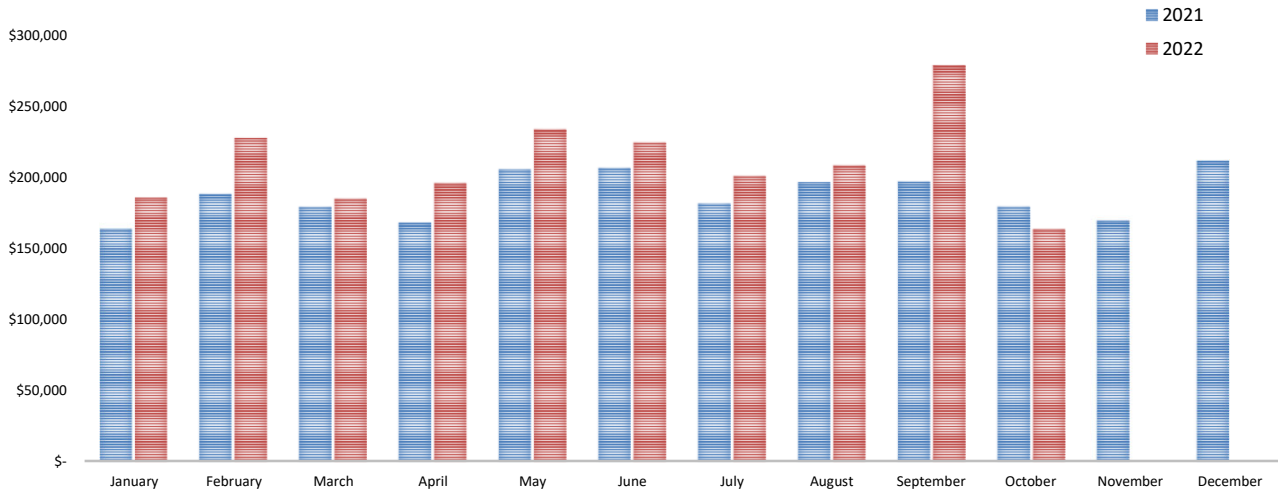


**City of Independence
Sales Tax - 1% City**

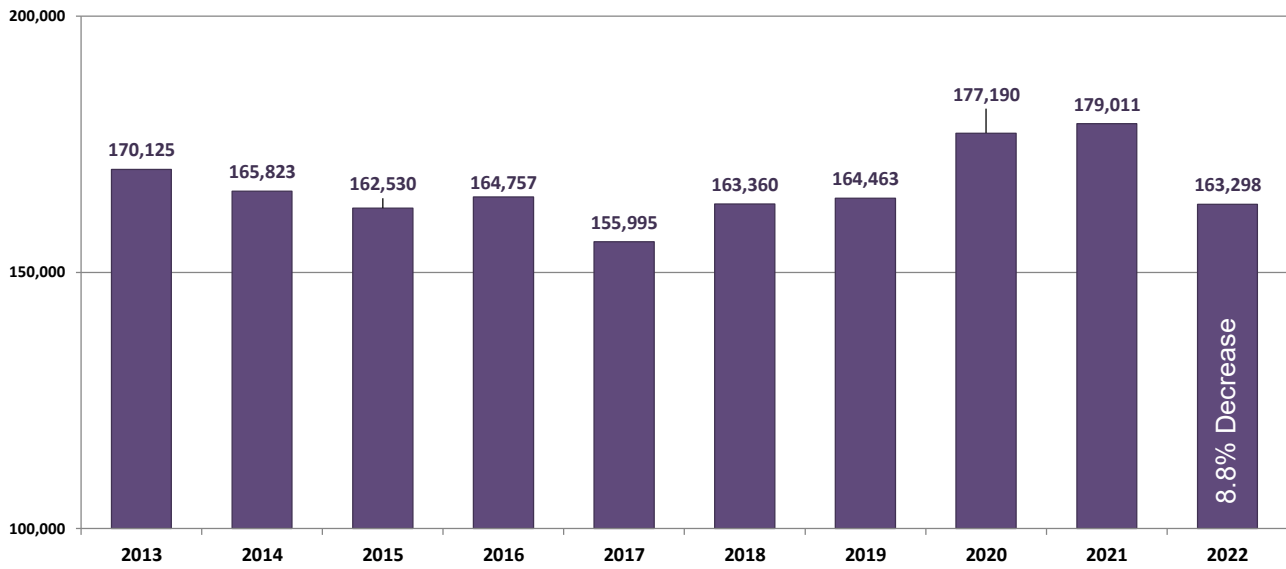
**Comparison and History
January - October 2022**

	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	% Change	% Change
Month	2016	2017	2018	2019	2020	2021	2022	FY 20-21	YTD
January	155,458	150,653	163,240	172,377	169,033	163,252	185,340	13.5%	13.5%
February	178,180	179,791	165,834	178,399	200,053	187,879	227,272	21.0%	17.5%
March	150,239	139,664	146,833	167,292	149,607	178,907	184,767	3.3%	12.7%
April	155,915	160,947	155,702	139,790	172,804	167,798	195,697	16.6%	13.6%
May	175,729	166,595	183,899	187,854	166,798	205,282	233,465	13.7%	13.7%
June	156,021	145,881	147,180	158,263	179,353	206,304	224,267	8.7%	12.7%
July	167,882	164,178	167,392	169,308	179,594	181,396	200,760	10.7%	12.5%
August	155,386	164,255	174,341	180,142	221,770	196,182	208,086	6.1%	11.6%
September	160,338	146,156	159,813	186,618	166,847	196,679	278,674	41.7%	15.1%
October	164,757	155,995	163,360	164,463	177,190	179,011	163,298	-8.8%	12.8%
November	158,752	158,730	160,797	159,872	183,599	169,058			3.4%
December	150,228	166,874	166,699	159,474	169,275	211,556			-6.3%
									
Total:	\$ 1,928,886	\$ 1,899,720	\$ 1,955,089	\$ 2,023,851	\$ 2,135,922	\$ 2,243,303	\$ 2,101,626		
% change		-2%	3%	4%	6%	10.8%	-6.3%		
Annual Budget					\$ 2,135,922	\$ 2,243,303	\$ 2,521,951	\$ 278,648	
					\$ 1,931,101	\$ 1,935,000	\$ 2,050,000	\$ 115,000	
Collections Over (under) Budget					\$ 204,821	\$ 308,303	\$ 471,951		
Projected % Over PY Actual							12.4%		
YTD % of Budget Collected							102.5%		
Projected % Over Budget							23.0%		

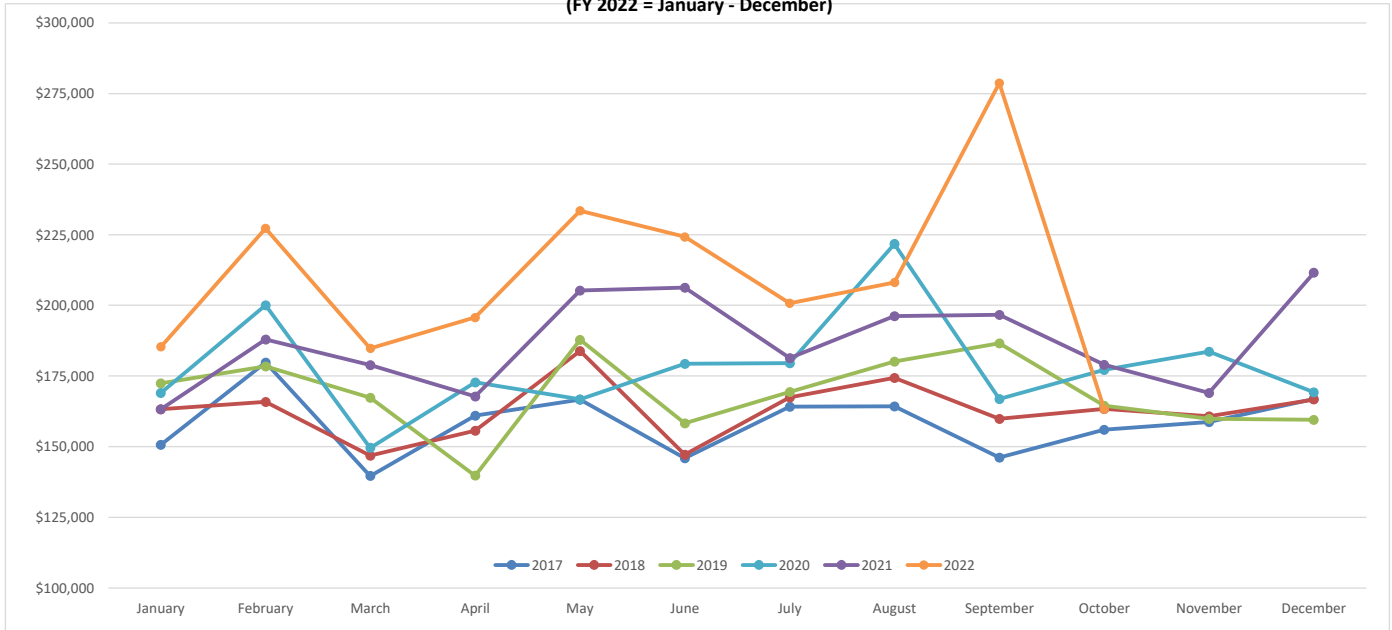
Sales Tax FY 2021 - FY2022 Comparison



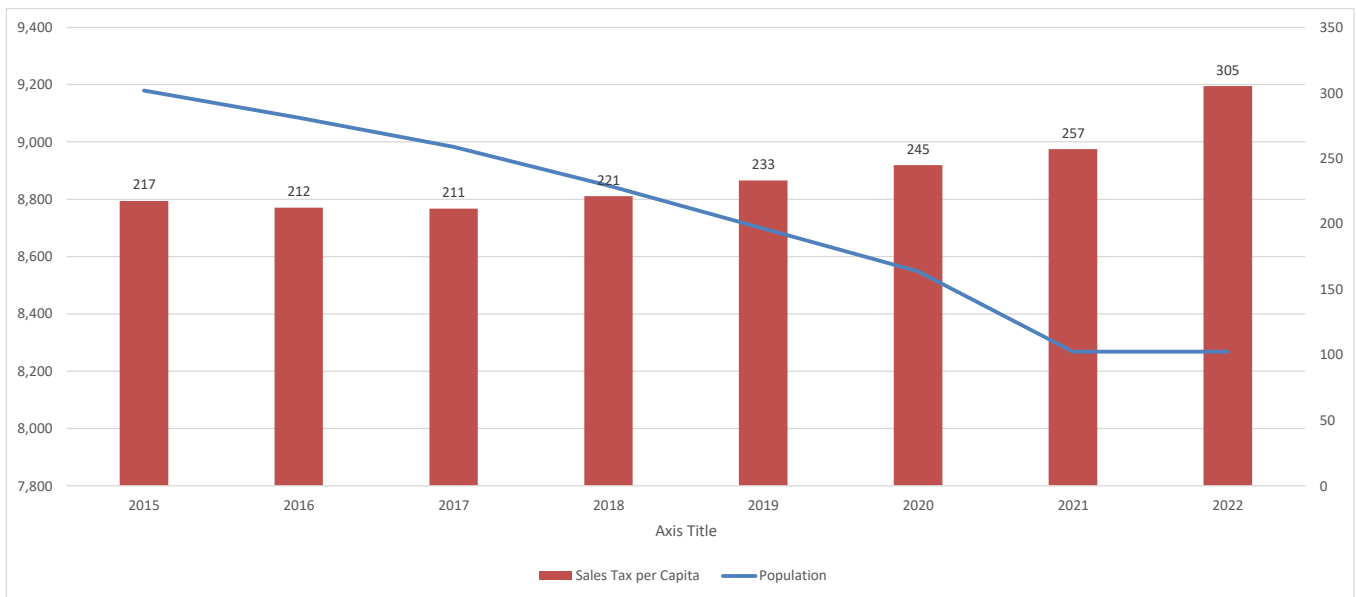
October 1% Sales Tax 10 Year History FY 2013 - FY2022



Sales Tax History Comparison - FY 2017 - FY2022 (FY 2022 = January - December)



Sales Tax per Capita and Population Trend



2022 Sales Tax - One Percent General Fund

Compensating Use Sales Tax and Sales Tax

