

INDEPENDENCE CITY COMMISSION

SPECIAL SESSION AGENDA

March 28, 2023

10:30 AM

Civic Center Memorial Hall

To participate by conference call:
1 785-289-4727 Conference ID: 734 187 515#

The Agenda shall be as follows:

- I. SPECIAL SESSION
 - A. Call to Order
- II. ITEMS FOR COMMISSION ACTION
 - A. Consider authorizing the Mayor to sign a consent to an easement and shared water line agreement for properties at 210 through 216 North Penn Avenue.
- III. ITEMS FOR DISCUSSION
 - A. Update on agreement with Rural Water District #6.
- IV. EXECUTIVE SESSION
 - A. Consultation with an attorney on matters that would be deemed privileged in an attorney-client relationship.
- V. ADJOURNMENT



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 28, 2023**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider authorizing the Mayor to sign a consent to an easement and shared water line agreement for properties at 210 through 216 North Penn Avenue.

SUMMARY RECOMMENDATION The City Attorney recommends the City consent to the agreement.

BACKGROUND Gary Hogsett contacted the City Attorney regarding a collapsed service water line for Apricot Lane which is located in front of the building. To repair it would require excavating the street, sidewalk, and building floor at considerable expense. The Gun Club has agreed to allow Apricot Lane to connect to their service line. This would be a temporary connection until such time that the water line is more accessible, such as when the water line is replaced. Because the business is without water we requested a special meeting so that the water could be restored in a timely manner. It should be noted that this action will create precedence over how to handle this type of situation in the future if both downtown property owners agree.

FINANCIAL INFORMATION Minimum billing amounts would be lost for one account if the two businesses were moved to one water account.

SUGGESTED MOTION I move to authorize the Mayor to sign a consent to an easement and shared water line agreement regarding 210 through 216 North Penn Avenue.

SUPPORTING DOCUMENTS

1. 2023.03.24 Easement and Shared Water Line Agreement

EASEMENT AND SHARED WATER LINE AGREEMENT

THIS AGREEMENT is entered into by and between Independence Gun Club, a Kansas Not-for-Profit Corporation, hereafter GUN CLUB, and the Gregg S. Webster and Sandra K. Webster Revocable Living Trust dated July 6, 2015, hereafter WEBSTER.

WHEREAS, the GUN CLUB owns the following described real estate:

Lots 12 through 14, Block 30, Original City of Independence, Montgomery County, Kansas (commonly known as 212 through 216 North Pennsylvania Avenue, Independence, Kansas); (hereafter referred to as the GUN CLUB PROPERTY).

AND WHEREAS, WEBSTER owns the following real estate:

Lot 11, Block 30, Original City of Independence, Montgomery County, Kansas (commonly known as 210 North Pennsylvania Avenue, Independence, Kansas); (hereafter referred to as the WEBSTER PROPERTY).

AND WHEREAS, the connecting water line between the City water main and the WEBSTER PROPERTY has failed and replacement of it would require excavating a large area of the street, public sidewalk, and boring underneath an existing building.

AND WHEREAS, as an alternative, the GUN CLUB has agreed to let WEBSTER connect to the GUN CLUB'S water line with approval of the City of Independence.

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

1. **Consent to Shared Water Line.** GUN CLUB hereby consents to allow WEBSTER to tap into GUN CLUB'S water line in order to provide a water supply to the WEBSTER PROPERTY. All construction and expense related thereto shall be paid by WEBSTER. The location of the tap by WEBSTER into GUN CLUB'S water line shall be at a mutually agreed location, and shall be performed by a licensed plumber.

2. **Consent of City.** This agreement is subject to the consent of the City of Independence, Kansas.

3. **Water Usage Billing.** In exchange for being allowed to tap into GUN CLUB'S water line, WEBSTER shall pay that portion of GUN CLUB'S monthly combined water/sewer/trash bill that is directly related to water usage and sewer charges. GUN CLUB shall continue to pay that portion of the bill related to trash pickup. In the event that GUN CLUB'S water usage exceeds 1,000 per month, the parties agree to meet and discuss equitable division of the water and sewer bill should that occur.

4. **Easement.** GUN CLUB hereby grants WEBSTER an easement for the purpose of access to GUN CLUB'S property in order for WEBSTER to tap into GUN CLUB'S water line as herein above specified. The easement shall grant WEBSTER reasonable ingress and egress with advanced notice to GUN CLUB, and for such further ingress and egress as may be necessary for maintenance or repair of the water line connecting to the WEBSTER PROPERTY. WEBSTER agrees to indemnify and hold harmless GUN CLUB for any damages to the GUN CLUB PROPERTY as a result of WEBSTER'S exercise of this grant of easement.

5. **Additional Conditions.** WEBSTER shall comply with all requirements of the City of Independence with regard to installation of a water meter to the WEBSTER PROPERTY and/or future connection of the WEBSTER PROPERTY to a water main.

6. **Binding and Effect.** This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto and shall constitute a covenant running with the land.

INDEPENDENCE GUN CLUB

DATE

By: _____
Name: _____
Title: _____

**GREGG S. WEBSTER AND SANDRA K.
WEBSTER REVOCABLE LIVING TRUST
DATED JULY 6, 2015**

DATE

By: _____
Gregg S. Webster, Trustee

DATE

By: _____
Sandra K. Webster, Trustee

STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

BE IT REMEMBERED that this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, managing member of INDEPENDENCE GUN CLUB who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

NOTARY PUBLIC

My commission expires:

STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

BE IT REMEMBERED that this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came GREGG S. WEBSTER and SANDRA K. WEBSTER, trustees of the Gregg S. Webster and Sandra K. Webster Revocable Living Trust dated July 6, 2015 who are personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

NOTARY PUBLIC

My commission expires:

CONSENT OF CITY OF INDEPENDENCE

COMES NOW, the City of Independence, Kansas, by and through its authorized representative, and hereby consents to the above and foregoing shared water line arrangement between GUN CLUB and WEBSTER.

CITY OF INDEPENDENCE

DATE

By: _____
Name: _____
Title: _____

STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

BE IT REMEMBERED that this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____/ _____ of CITY OF INDEPENDENCE who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

NOTARY PUBLIC

My commission expires: