

INDEPENDENCE CITY COMMISSION

**REGULAR SESSION AGENDA**

January 11, 2024

5:30 PM

1916 City Hall

To participate by conference call:  
1 785-289-4727 Conference ID: 847 753 695#

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. OLD BUSINESS

- A. Consider approving City Commission minutes from December 28, 2023
- B. Consider modification of traffic control devices at the intersection of Penn and Laurel and the intersection of Penn and Myrtle.
- C. Consider affirmation of the no parking zone on 13<sup>th</sup> between Railroad and Oak.

III. APPOINTMENTS

- A. IHPRC -- Three reappointments and one vacancy, an unexpired position
- B. Planning Commission -- Two members eligible for reappointment plus four vacancies: two unexpired positions (Inside City), and one expired position and one unexpired position (Outside City within 3 miles)

IV. NEW BUSINESS

- A. Reorganization of the Commission
  - 1. Oath of Office
    - a. Scott Smith -- 2 Year Term
    - b. Dean Hayse -- 4 Year Term
  - 2. Election of Mayor
  - 3. Election of Vice Mayor
  - 4. Designation of Official City Newspaper
  - 5. Designation of Official City Depository
  - 6. Consider changing the day of week and time for Commission meetings
- B. Orientation by the City Attorney.

V. CONSENT AGENDA

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

- A. Consider a lease agreement with Labcorp.

- B. Consider accepting the award of a Tenant Based Rental Assistance Grant from Kansas Housing Resources Corporation.

VI. ITEMS FOR COMMISSION ACTION

- A. Consider proclaiming January 14, 2024 as Dr. Martin Luther King, Jr. Commemoration Day, and consider funding the recording and live-streaming of the program.
- B. Consider authorizing the issuance, sale, and delivery of the City's General Obligation Temporary Notes, Series 2024-1.
- C. Consider adopting a resolution implementing the 2024 Pay Plan.

VII. REPORTS

- A. City Board Minutes
- B. November 2023 Sales Tax Report
- C. December 2023 Sales Tax Report

VIII. CITY MANAGER'S COMMENTS

IX. COMMISSIONERS' COMMENTS

X. PUBLIC CONCERNS

XI. EXECUTIVE SESSION

- A. Discussions prior to acquisition of real estate.
- B. Personnel matters of non-elected personnel.

XII. ADJOURNMENT



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**January 11, 2024**

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**Department City Clerk**

**Director Approval David Schwenker**

**AGENDA ITEM** Consider approving City Commission minutes from December 28, 2023

**SUMMARY RECOMMENDATION** Approve the minutes from December 28, 2023

**BACKGROUND**

**FINANCIAL INFORMATION**

**SUGGESTED MOTION** I move to approve the minutes from December 28, 2023

**SUPPORTING DOCUMENTS**

1. December 28 2023 Minutes

## Minutes of the City Commission's December 28, 2023 Meeting

### I. REGULAR SESSION

**Commissioners Present:** Mayor Louis Ysusi and Commissioner Tim Emert

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

**Visitors Present:** Larry McHugh, Brea Sanford, Jim Fink, Mina Watts, Sharon Prather, Commissioner-Elect Scott Smith and Charlet Pemberton

#### A. Call to Order

**Mayor Ysusi called the meeting to order.**

#### B. Pledge of Allegiance to the United States of America

#### C. Adoption of Agenda

**Motion:**

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

**Aye:** Tim Emert, Louis Ysusi

**Nay:** None

### II. APPOINTMENTS

#### A. IHPRC -- One unexpired position -- Applications due on January 5, 2024

**We currently have openings on the Independence Historic Preservation and Research Commission (IHPRC). Applications are due by Noon on January 5, 2024.**

**The Independence Historic Preservation and Resource Commission shall consist of seven members who shall be appointed by the mayor subject to confirmation by a majority vote of the governing body of the city. Members whose terms have expired shall continue to serve until their successors have been appointed. The following qualifications shall apply to appointees to the IHPRC:**



1. All appointees shall be residents of the city.
2. All appointees shall be persons who have demonstrated interest, knowledge or training in fields closely related to historic preservation, such as history, architecture, landscape architecture, architectural history, archeology, planning, real estate, law, finance, building trades, urban design and geography.
3. Not less than three appointees shall be composed of persons who are engaged in or retired from preservation-related professions such as archeology, architectural history, conservation, cultural anthropology, curation, engineering, folklore, historic architecture, historic preservation planning, historic preservation and history; provided, however, that upon a demonstration that the required number of positions for preservation-related professionals could not be filled despite a reasonable effort to do so, the governing body may waive this requirement. What constitutes a reasonable effort to fill such positions shall take into consideration the possibility that the absence of certain preservation-related professions on the IHPRC may necessitate the retaining of consultants.

For more information, contact David Cowan at 620-330-0056, or visit this link: [IHPRC City Code](#)

To apply, click here: [City Board Application](#)

- B. Planning Commission -- Two unexpired positions (Inside City), and one position expiring on January 1, 2024 (Outside City within 3 miles) -- Applications due on January 5, 2024

We currently have openings on the Independence Planning Commission and Board of Zoning Appeals. Applications to serve on the Planning Commission and Board of Zoning Appeals are due by noon on January 5, 2024. Applicants must live within the City limits or within 3 miles.

For more information about the Planning Commission, visit this link: [Planning Commission/Board of Zoning Appeals](#)

To apply, click here: [City Board Application](#)

### III. PRESENTATIONS

- A. City Emergency Management Update

The National Weather Service (NWS) held a Southeast Kansas Regional meeting on October 03, 2023, to discuss advancement in weather forecasting, new technology, and web page access in 2024 and encourage the communities and counties to provide information to our citizens so they can be storm ready when an event occurs. Since October, the City emergency management team has been working with Montgomery County Emergency Manager Rick Whitson as we review and implement new policies. The changes being made are:

**Storm Siren Policy:** In response to the National Weather Service (NWS) request, the City of Independence has implemented a new Storm Siren Policy. Technological advancements by the NWS now allow for more precise tornado warning forecasts using polygons to identify the warned area. Under this policy, our 911 center will automatically activate sirens if Independence is within the polygon warned area. Additionally, the NWS suggested we include the following additional categories. A. Straight-line winds greater than 75 mph. B. Hail greater than 2.50" in diameter (tennis ball size or larger). Please note that the City does not sound an all-clear after the activation of the storm sirens. Citizens should listen to local radio, the City alerting system or Facebook messaging for updates.

**Alerting Software for Citizens:** On December 15, 2023, the City announced the adoption of a new alerting system via Facebook, call Regroup, now being utilized by the City of Independence. Regroup is an alerting software that allows citizens to sign up for city alerts via text, phone calls, and email messaging. **Weather Alerts:** Regroup automatically notifies Independence subscribers to severe thunderstorm and tornado warnings issued by the NWS for the City of Independence. We encourage the citizens to sign up for Regroup at: <https://www.independenceks.gov/342/Emergency-Management>

**Storm Shelters:** The City of Independence does not have any structures that are FEMA storm shelter-rated for the public. We do not want to give our citizens a false sense of security as these buildings offer no more protection than a well-built residential structure. We encourage our citizens to be storm-ready and aware. Families should pre-plan what they will do during a severe thunderstorm or tornado warning. Tornadoes and severe weather events can happen with very little notice, even with today's technology. **Traveling to a storm shelter could also put a citizen at risk, as a vehicle is one of the most dangerous places to be during a tornado. Sheltering in place affords you the quickest and best protection.**

## Minutes of the City Commission's December 28, 2023 Meeting

- Houses with no basement, apartment, or a dorm: Avoid rooms with windows, go to the lowest floor, find a small center room, (bathroom or closet under a stairwell) or an interior hallway with no windows.
- Trailer Home: Leave the trailer home (be weather aware and prepared to leave quickly), Go to a designated storm shelter or planned location to seek shelter, if you have no time to escape, find the lowest lying area (ditch), lay down, covering your head with your hands.

City Hall - 120 N. 6th: is open 24/7 and citizens may come to the building during a severe weather / tornado warning. The building is not FEMA rated.

**Storm Spotters:** The City of Independence continues to work closely with NWS, Montgomery County Emergency Management, Montgomery County Rural Fire, Sheriff Office and Louisburg/Elk City Fire Department during weather events. Our storm spotters play a critical role in providing information that is relayed back to the NWS and local agencies on the storms and what they are seeing. This information and radar allow the NWS to forecast and provide warnings to citizens as quickly as possible.

The City of Independence encourages our citizens to be weather aware at all times. Join the alerting group Regroup, develop a plan with your family, and have (3) days of supplies ready at all times.

### IV. CONSENT AGENDA

**Motion:**

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

**Aye:** Tim Emert, Louis Ysusi

**Nay:** None

A. Consider approving the following Cereal Malt Beverage licenses:

1. William Matthew Cox DBA Dueces Tavern, LLC 112 S. 25<sup>th</sup>, Independence KS 67301
2. Matthew Kent DBA Gramps Tavern 811 N. 11<sup>th</sup>, Independence KS 67301
3. Pete's Independence 401. W Main, Independence KS 67301
4. Akas 1 LLC 3024 W. Main, Independence KS 67301
5. Walgreens #09454 301 W. Main, Independence KS 67301
6. Walmart #2893 121 Peter Pan, Independence KS 67301

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7. Pizza Hut Of SE Kansas 1815 N. Penn, Independence KS 67301
8. Casey's General Store #1814 1305 N Penn, Independence KS 67301
9. DG Retail, LLC 1210 East Main Independence KS 67301
10. G &W 2 LLC 416 W Myrtle Independence KS 67301
11. C-Store Operations LLC 1901 N. Penn Independence, KS 67301

**This is an annual license renewal for businesses who wish to sell cereal malt beverages.**

**Suggested Motion:**

**I move to approve the Cereal Malt Beverage licenses as listed.**

- B. Consider approving City Commission minutes from November 1st, 9th, 13th, 28th and December 14, 2023

**Suggested Motion:**

**I move to approve the minutes from November 1st, 9th, 13th, 28th and December 14, 2023.**

- C. Consider authorizing purchase of liquid chlorine for the Water Treatment Plant from DPC Enterprises, L.P.

**Annually, chemicals for the Water Treatment Plant are bid. This year, two bids were received for supplying liquid chlorine. The low bid was DPC Enterprises, L.P. (DPC), at \$2,350 per ton. Based on past use, this would equate to an estimated annual purchase of approximately \$45,000.**

**The DPC bid was 2% lower than the nearest alternative, and was 2% lower than last year's low bid.**

**Suggested Motion:**

**I move to authorize the purchase of liquid chlorine from DPC Enterprises, L.P.**

- D. Consider authorizing the Capital Improvement Plan for submittal to the Federal Aviation Administration.

**Annually the City works with Lochner to prepare and provide a Capital Improvement Plan (CIP) to the Federal Aviation Administration (FAA).**

**Attached is the latest version of the CIP summary. The major variation to the previously approved Capital Improvement Plan is that, upon evaluation, the condition of the crosswind Runway 4-22 requires improvement before the**

reconstruction of Runway 17-35. As a result, an asphalt overlay project for Runway 4-22 that includes sealing the cracks of midfield connecting Taxiway C to the CIP in Federal Fiscal Year 2026 at a total estimated cost of \$1.5M has been added. At a 10% local match, this equates to \$150,000 for the City's share. As described in Note No. 5, the required federal share exceeds the available normally available funding amounts by \$822,000, which would need to be made up with federal discretionary funds. The City will present this new project to the FAA so that they can start programming the required funds accordingly or advise if the City needs to move these projects further out.

**Suggested Motion:**

I move to authorize the Capital Improvement Plan for submittal to the Federal Aviation Administration.

- E. Consider initiating a variance regarding a lot split of City-owned property.

City staff has been working with Cox to install a utility substation to facilitate providing broadband to the downtown businesses. The original location was at 10th and Chestnut, however, at the Public Hearing one property owner within the 200' and several of their acquaintances spoke against granting the conditional use permit. Cox has found another location in a portion of a City parking lot located behind Appletree Inn.

The subdivisions regulations state in Article II, Section 3. - Replatting of prior subdivisions; *"In the event that any tract of land has previously been lawfully subdivided into lots, said lots may be divided into not more than two tracts without having to replat said lots, provided that the resulting tracts shall not again be divided without replatting."* The area that Cox needs for their utility substation is 30' X 46.6" and is part of a previous split of Lot 8. Since this is a unique circumstance that is not typical to a Subdivision, we will need to request a variance before the Board of Zoning Appeals to allow this lot to be split again without having to replat. City staff does not see any benefit or purpose of replatting this area for a 30' X 46.6' lot split that will only be utilized for utility purposes.

It is anticipated this would be heard at the February Board of Zoning Appeals meeting.

**Suggested Motion:**

I move to authorize submitting a variance application to the Board of Zoning Appeals for a variance to the subdivision regulations relating to a lot split south edge of the Municipal Parking Lot located west of the alley behind

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Appletree Inn, also known as a portion of Lot 8, Block 32, Original Plat to the City of Independence.

- F. Consider a Memorandum of Understanding with Independence-USD 446 Recreation Commission regarding use of City owned property.

After the May 2019 Flood, the city has been working with FEMA for assistance in recovering damages incurred from flooding. One project requested was for the rebuild of the ballfield electrical to above the floodplain. While this project was not awarded by FEMA, they allowed the city to request an alternate project, FEMA DR4449 Project #242723, to purchase materials and equipment to be used in the sports complex in order to better serve the community through servicing and maintaining the new park. The City was awarded a \$133,763 project to purchase the following equipment:

72" Mower  
UTV  
Bleachers  
Backstop Padding

The UTV will be stored at the sports complex for use by both the City and IRC. This Memorandum of Understanding outlines the responsibilities and expectations for joint use of this equipment.

**Suggested Motion:**

I move to approve the memorandum of understanding between the City and Independence Recreation Commission for use of the UTV.

- G. Consider authorizing the City Manager to sign an engagement letter with Tanner LLC for the facilitation of the January 17, 2024 Annual City Commission/City Staff Planning Retreat.

The first step towards planning for the 2025 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 17, 2024 (the third Wednesday).

**Suggested Motion:**

I move to authorize the City Manager to sign an engagement letter with Tanner LLC to facilitate the January 17, 2024 Annual City Commission/City Staff Planning Retreat.

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### V. PUBLIC HEARING

#### A. Amended Budget Public Hearing

**For 2023, four funds need to be amended:**

**General Fund:** To correct show a transfer of \$500,000 to the Economic Development Fund

**Special Use Sales Tax (new):** To establish a "new" SUST fund for the new allocation of sales tax, and to account for an increase in sales tax collections and transfers to appropriate funds. This represents Fund 13.

**Special Use Sales Tax (old):** To show remaining balances of the "old" SUST fund to be transferred to appropriate project funds and close out the fund. This represents Fund 17.

**Water/Sewer Fund:** To show the transfer of unencumbered cash balances, "idle funds" to capital reserve funds.

**Motion:**

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission adopted the amended 2023 budget as presented.

**Aye:** Tim Emert, Louis Ysusi

**Nay:** None

### VI. ITEMS FOR COMMISSION ACTION

#### A. Consider authorizing the following agreements with JMZ Corporation dba KwiKom:

1. Right-of-Way License Agreement
2. Grant Award Agreement to construct broadband infrastructure

As the nation experienced the shutdown due to the Coronavirus, virtually all cities experienced a limitation in their telecommunications and broadband facilities which amplified the growing need for these vital services. In coordination with JMZ, d/b/a KwiKom Communications ("KwiKom"), a Kansas corporation headquartered in Iola, Kansas, the City of Independence has the opportunity to improve and enhance its digital infrastructure through the construction of an underground fiber optic network ("Network") that will provide telecommunications and broadband services, to all residences and businesses within the City's territorial limits, except for any that may be

technically or economically unfeasible to do so.

Initial broadband service offerings will include a plan for 100/100 megabits per second ("MBPS") at a cost of \$25 per month for customers who qualify under the Affordable Connectivity Program. (Eligibility requirements set by the FCC can be found at [fcc.gov/acp](https://www.fcc.gov/acp)). For all other customers, the 100/100 MBPS plan will cost \$55 per month. There will also be plans for 500/500 MBPS and 1/1 gigabits per second available. These service offerings also include digital phone service for \$25 per month with unlimited calling within the United States. However, these prices do not include taxes and other governmental or regulatory fees which may also be assessed. The prices for the various service plans KwiKom will be offering are comparable with other providers in Kansas who provide both telecommunications and broadband services.

If approved, the construction of this new Network would be paid for through use of the City's Economic Development Funds. Construction would begin January 8, 2024, with a planned completion date of December 28, 2025, but with a potential three-months extension if needed. However, in the event KwiKom is unable to certify completion of the project, KwiKom will be required to repay the Economic Development Funds to the City within six (6) months after the proposed completion date.

The Grant Award Agreement will authorize the City to pay KwiKom for the construction of the Network and requires KwiKom's completion of the construction by December 28, 2025. The Right-of-Way License Agreement ("ROW Agreement"), has a ten-years term with automatic annual renewals thereafter. It provides the terms and conditions under which KwiKom may construct and operate the Network (i.e. restoration of the City's ROW, maintaining insurance, indemnification, and payment of an annual ROW license fee, etc.). The ROW Agreement would operate as both a license to construct within the City's ROW, as well as a franchise to render services within the City.

**Motion:**

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission authorized the Mayor to sign a right-of-way agreement and a grant agreement for JMZ Corporation dba KwiKom to construct broadband infrastructure within the City limits.

**Aye:** Tim Emert, Louis Ysusi

**Nay:** None



## Minutes of the City Commission's December 28, 2023 Meeting

### B. Consider Purchase of Car Camera solution with Axon Enterprise

IPD is purchasing several products in the Axon ecosystem that integrate to enhance the capabilities of IPD and to improve public safety and documentation of evidence. These car cameras integrate into the Axon systems IPD is purchasing. IPD's current camera system is obsolete and does not connect to any other systems in service. It is a stand alone system requiring servers on site.

Axon Fleet 3 Car Cameras have built in automated license plate reader technology (ALPR). The feature is optional. The Flock Safety camera stationary ALPR camera system, Axon Fleet 3, and Axon Body 4 cameras are all integrated on one evidence platform. The platform has an audit trail that tracks each user's activity.

#### Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission approved the Axon Fleet 3 car cameras presented and to authorize city staff to execute necessary documentation.

Aye: Tim Emert, Louis Ysusi

Nay: None

### C. Consider purchase of body worn cameras with Axon Enterprise.

IPD is purchasing several products in the Axon ecosystem that integrate to enhance the capabilities of IPD and to improve the public safety and documentation of evidence. These body worn cameras integrate into the Axon systems IPD is purchasing. Our current body worn camera systems is obsolete and has been bought out and discontinued. The cameras do not connect with any other systems in service. The body worn system is a stand alone system requiring servers on site.

#### Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission approved the Axon Body 4 body worn cameras presented and to authorize city staff to execute necessary documentation.

Aye: Tim Emert, Louis Ysusi

Nay: None

### D. Consider Purchase of Flock Safety Automated License Plate Readers.

IPD is purchasing several products in the Axon ecosystem that integrate to enhance the capabilities of IPD and to improve public safety and documentation of evidence. These Flock Safety Automated License Plate Reader (ALPR) cameras integrate into the Axon systems IPD is purchasing. IPD does not have this technology but Parsons, Cherryvale, Caney, Coffeyville, and Montgomery County have all partnered to design a regional network of interoperable ALPR cameras. IPD is the last agency to collaborate due to a delay in grant funding. All participating agencies have partnered and agreed to share information to improve public safety and police response to crime.

The Flock Safety camera stationary ALPR camera system, Axon Fleet 3, and Axon Body 4 cameras are all integrated on one evidence platform. The platform has an audit trail that tracks each user's activity.

**Motion:**

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission approved the Flock Safety ALPR cameras presented and to authorize city staff to execute necessary documentation.

**Aye:** Tim Emert, Louis Ysusi

**Nay:** None

- E. Consider adopting a resolution for a conditional use permit for "Storage and warehousing of household goods" and "Storage and warehousing of nonhazardous products" in a C-2, commercial services district at 1635 West Main Street.

The Planning Commission recommends the Commission adopt a resolution for a conditional use permit for "Storage and warehousing of household goods" and "Storage and warehousing of nonhazardous products" in a C-2, commercial services district at 1635 West Main Street.

**Motion:**

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission adopted a resolution for a conditional use permit for "Storage and warehousing of household goods" and "Storage and warehousing of nonhazardous products" in a C-2, commercial services district at 1635 West Main Street.

**Aye:** Tim Emert, Louis Ysusi

**Nay:** None

## Minutes of the City Commission's December 28, 2023 Meeting

- F. Consider an ordinance for a text amendment to modify the permitted and conditional use table relating to the retail sale of aircraft parts.

**The Planning Commission recommended the Commission adopt an ordinance modifying the permitted and conditional use table relating to the retail sale of aircraft parts.**

**Motion:**

**On the motion of Tim Emert, seconded by Louis Ysusi, the Commission adopted an ordinance as recommended by the Planning Commission modifying the permitted and conditional use table relating to the retail sale of aircraft parts.**

**Aye: Tim Emert, Louis Ysusi**

**Nay: None**

- G. Consider modifying the vacation policy.

**As part of the Human Resources Goal assigned by the Commission to "*Assess, understand, and implement policies with the goal of being the employer of choice*", City staff has been evaluating policies to improve recruitment and retention efforts. Through our employment engagement efforts, our employees have expressed that additional vacation hours are important to them. While City staff has been reviewing benefit policies from other cities, we have focused on our closest local comparable governments, the City of Coffeyville and Montgomery County. However, we have also included an attachment from the other two municipalities in the County, Caney and Cherryvale.**

**The current vacation accrual rates are based on ten-year increments, which have not been modified in more than thirty years. Coffeyville and the County's are based on approximately five-year increments. We have prepared a recommendation that allows employees to move to the next accrual rate on their 4th anniversary, 9th anniversary, and 15th anniversary. We are making this recommendation as the average tenure of employees who resigned in the last two years was 3.3 years, which excludes retirements and terminations. We would like to encourage employees to increase their tenure beyond that average, as they would receive additional vacation accrual on their 4th anniversary.**

**The vacation accrual rates also add a tier for full-time regular employees in the highest tenure bracket, equal to the maximum tier in the City of**

Coffeyville's policy.

We also recommend that new hires be allowed to use their vacation after six months of employment rather than one year. 38.5% of the resignations over the last two years were in the employee's first year of employment. This policy change would allow 11 current employees who have worked at least six months but less than one year to utilize their vacation. Coffeyville allows use of vacation after six months, and the County allows utilization after 30 days.

Another change to the policy is that we would remove the maximum accrual and replace it with a maximum payout when the employee leaves employment. The payout maximums are very similar to what Coffeyville has in place and are based on tenure. This would provide employees with greater flexibility and benefit the City when short-handed, as the maximum accruals can deter employees from working overtime if it means losing their vacation accruals because they are maxed out.

**Motion:**

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission authorized modifying the vacation policy as recommended, effective January 1, 2024.

**Aye:** Tim Emert, Louis Ysusi

**Nay:** None

- H. Consider setting the date of February 22, 2024, for a Public Hearing to consider the condemnation of 217 S. 2nd Street as dangerous and unsafe.

On December 20, 2023, a structure at 217 S. 2nd Street was involved in a fire that destroyed the building. City Staff recommends setting the date of February 22, 2024, for a Public Hearing to consider condemnation as dangerous and unsafe.

**Motion:**

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission adopted a resolution setting the date of February 22, 2024, at 5:30 PM for a Public Hearing to consider the condemnation of 217 S. 2nd St. as dangerous and unsafe.

**Aye:** Tim Emert, Louis Ysusi

**Nay:** None

## Minutes of the City Commission's December 28, 2023 Meeting

- I. Consider approving issuance of bid documents for the renovation of the parking lot north of City Hall.

**The City has completed the renovation of City Hall. As such, the parking configuration has changed around the building. The lot due north of City Hall, which is part of the Consent Decree with the DOJ, does not have sufficient numbers of ADA spaces to support the new building.**

**There will be some variations from the attached plans: the parking spaces will be made 10 feet in width to better accommodate pickup parking, and a portion of the hatched areas will be painted for motorcycle parking spaces.**

**The Commission selected a Large, Plain Footprint for replacement of the lot. TranSystems has completed the attached construction drawings and is prepared to bid the project, with bids proposed to be due on January 18th, 2024 at 10AM.**

**It is anticipated that construction will take place in the second or early third quarter of 2024.**

**Motion:**

**On the motion of Tim Emert, seconded by Louis Ysusi, the Commission authorized bidding for the renovation of the parking lot north of City Hall.**

**Aye: Tim Emert, Louis Ysusi**

**Nay: None**

- J. Consider approving application for a Kansas Water Office grant to conduct dam inspection and repair activities.

**The dam has not been inspected or had significant work performed on it since 1988.**

**As a part of the report, Water Resource Solutions, LLC recommended that repairs and additional investigation as summarized in the table below be undertaken so that the dam remains in operating condition. Note, this total does not include any repairs that have yet to be discovered from the additional inspection planned.**

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| Item                | Cost      | Note                    |
|---------------------|-----------|-------------------------|
| Permitting          | \$4,000   | Required                |
| Temporary Diversion | \$165,000 | Required                |
| Structural GPR      | \$8,500   | After Diversion         |
| Coring              | \$16,000  | If GPR Inconclusive     |
| Geotech             | \$13,000  | Document Rock Stability |
|                     | \$206,500 | Investigation Estimate  |

| Item                     | Cost      | Note          |
|--------------------------|-----------|---------------|
| Repair Control Section   | \$190,000 | Observed      |
| Repair Abutment Cracking | \$5,000   | Observed      |
| Repair Bank Protection   | \$6,000   | Observed      |
|                          | \$201,000 | Known Repairs |

\$407,500 Investigation and Repairs (Known) Total  
\$79,000 Engineering Fees  
\$486,500 Total

As part of the inspection, an additional survey below the waterline will be undertaken in 1Q24 to determine if there is need for urgent action. If possible, the additional investigation and repair items noted in the report will be done in 4Q24 and 1Q25, along with any other repair items that are necessary.

It is recommended that the City apply for the new Kansas Water Office grant which may cover some portion of these costs. As this is the first year for the grant, the amount of coverage that it may provide is unknown, but any offset of these inspection and repair costs would lower the cost to the City.

### Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission authorized application to the Kansas Water Office for a grant for inspection and repair costs related to the City's Low-Head Dam.

Aye: Tim Emert, Louis Ysusi

Nay: None

## VII. REPORTS

## Minutes of the City Commission's December 28, 2023 Meeting

### A. Monthly Project Report

**Engineer Garris presented the report.**

### B. City Board Minutes

### C. Appropriations October 29 - November 30, 2023

## VIII. CITY MANAGER'S COMMENTS

City Manager Passauer noted that the next Commission meeting on January 11, 2024, would be a reorganization meeting with a reception for Mayor Ysusi beginning at 4:30 p.m. and there is a final push for the comprehensive plan survey participation. It should also be noted that City Hall will be closed on Monday January 1, 2024, and sanitation services will be shifted one day.

## IX. COMMISSIONERS' COMMENTS

None

## X. PUBLIC CONCERNS

Charlet Pemberton requested funding for a Senior Center.

## XI. EXECUTIVE SESSION

### A. Personnel matters of non-elected personnel.

#### **Motion:**

**On the motion of Louis Ysusi, seconded by Tim Emert, the Commission recessed for an executive session for discussion of an employee performance pursuant to the non-elected personnel exception, KSA 75-4319(b)(1). The open meeting will resume at 7:00 p.m.**

**Aye: Tim Emert, Louis Ysusi**

**Nay: None**

**The open meeting resumed at 7:00 p.m. with no action taken.**

## XII. ADJOURNMENT

#### **Motion:**

**Minutes of the City Commission's December 28, 2023 Meeting**

**On the motion of Tim Emert, seconded by Louis Ysusi the Commission adjourned the meeting.**

**Aye: Tim Emert, Louis Ysusi**

**Nay: None**

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**Louis Ysusi, Mayor**

---

**Dean A. Hayse, Commissioner**

---

**Tim Emert, Commissioner**

**Attest:**

---

**City Clerk/Treasurer**





**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**January 11, 2024**

**Department Public Works & Utilities**

**Director Approval John Garris**

**AGENDA ITEM** Consider modification of traffic control devices at the intersection of Penn and Laurel and the intersection of Penn and Myrtle.

**SUMMARY RECOMMENDATION** Modify traffic control to stop signs.

**BACKGROUND** Since early November, 2023, at the request of the Commission, the City has placed the traffic control lights at the intersections of Penn and Laurel and Penn and Myrtle in “flashing red” mode. This is equivalent to a four-way stop. According to Chief Harrison, there have been no accidents attributable to this change, and only one accident in the area, and that was related to improper backing out of a parking stall. Given that, there would appear to be four primary options at this point:

1. Turn the traffic lights back on to green-yellow-red operation.
2. Keep the traffic lights in their flashing red mode. This is not a recommended option.
3. Remove the traffic lights, truncate and cap the support arms (keeping the street signs in place), install stop signs, and convert the intersection to a four-way stop. If this were the chosen option, the City would install flashing red lights atop the signs to draw attention to them, similar to what has been done at the intersection of Oak Street and Park Boulevard. The poles and streetlights would remain.
4. Operate lights until they fail and replace them with signs at that time. This is not a recommended option.

**FINANCIAL INFORMATION** Replacing the stop lights with stop signs is estimated to cost in the \$10,000 to \$15,000 range. These costs would be covered by the Street Department budget. Keeping the signals as-is has a cost as well in maintenance, which on a national average is \$2,000 to \$8000 per signal, though City costs have not been that high in recent years.

**SUGGESTED MOTION** I move to replace the stop lights with stop signs at the intersections of Penn and Laurel and Penn and Myrtle.

Or

No action is required, and the Street Department will turn the traffic signals back to green-yellow-red operation.

**SUPPORTING DOCUMENTS**



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**January 11, 2024**

**Department Street**

**Director Approval John Garris**

**AGENDA ITEM** Consider affirmation of the no parking zone on 13<sup>th</sup> between Railroad and Oak.

**SUMMARY RECOMMENDATION** Affirm no parking zone.

**BACKGROUND** In mid-2023, a citizen contacted the City about a missing sign on 13th Street between Beech and Hickory. Upon investigation, there were no parking signs on the eastern side of 13th between Railroad and Oak on every block except Beech and Hickory, and the citizen provided photographic evidence that there had been a no parking sign there in the past. City systems show the sign in evidence in 2016.

Given the preponderance of evidence, the City replaced the no parking signs on the east side of 13th (they were badly faded due to exposure over time), set them so they were more visible, and replaced the missing sign at Beech and Hickory. This no parking zone is consistent with safety practices and City Ordinance as noted below as 13th meets the width requirement (approximately 25' wide).

***Sec. 102-116. - Parking restrictions on narrow streets.***

*In order to ensure that all city streets and highways will have a minimum of 12 feet of clearance which is required for emergency vehicle use for public safety reasons, the governing body of the city shall have authority to restrict parking on streets and highways in the city pursuant to the guidelines set forth:*

- 1. On streets or highways that are 26 feet in width or less, measured curb to curb, the governing body may impose a parking restriction designating no parking on one side of the road or highway.*
- 2. On streets or highways that are less than 24 feet in width or less, measured curb to curb, the governing body may impose a parking restriction designating no parking on one side of the road or highway, or no parking on both sides of the street or highway.*

*The governing body of the city shall have authority to adopt parking restrictions on a case-by-case basis consistent with this ordinance.*

As there are no easily accessible records dealing with this specific no parking restriction, it is requested that the Commission affirm this no parking restriction along the east side of 13th Street. This still allows parking along the west side.

**FINANCIAL INFORMATION** There are no cost implications unless the Commission elects to remove the signs.

**SUGGESTED MOTION** I move to affirm the no parking zone on the east side of 13th Street between Railroad and Oak.

**SUPPORTING DOCUMENTS**

1. North 13th Aerial from Oak to Railroad
2. Example of Parking on Both Sides





Distance: 25.1 Feet

N15TH ST

N15TH ST

HURST AVE

W RAILROAD ST

WRA









**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**January 11, 2024**

**Department Admin**

**Director Approval Kelly Passauer**

**AGENDA ITEM** IHPRC -- Three reappointments and one vacancy, an unexpired position

**SUMMARY RECOMMENDATION** Reappoint expired terms and appoint a new member, or extend the application date.

**BACKGROUND** We currently have one opening on the Independence Historic Preservation and Research Commission (IHPRC). Applications were due by Noon on January 5, 2024. One application was received.

Below is information regarding the IHPRC:

The Independence Historic Preservation and Resource Commission shall consist of seven members who shall be appointed by the mayor subject to confirmation by a majority vote of the governing body of the city. Members whose terms have expired shall continue to serve until their successors have been appointed. The following qualifications shall apply to appointees to the IHPRC:

1. All appointees shall be residents of the city.
2. All appointees shall be persons who have demonstrated interest, knowledge or training in fields closely related to historic preservation, such as history, architecture, landscape architecture, architectural history, archeology, planning, real estate, law, finance, building trades, urban design and geography.
3. Not less than three appointees shall be composed of persons who are engaged in or retired from preservation-related professions such as archeology, architectural history, conservation, cultural anthropology, curation, engineering, folklore, historic architecture, historic preservation planning, historic preservation and history; provided, however, that upon a demonstration that the required number of positions for preservation-related professionals could not be filled despite a reasonable effort to do so, the governing body may waive this requirement. What constitutes a reasonable effort to fill such positions shall take into consideration the possibility that the absence of certain preservation-related professions on the IHPRC may necessitate the retaining of consultants.

**FINANCIAL INFORMATION** N/A

**SUGGESTED MOTION** Possible Motions:

1. I move to reappoint Tim White to a first term on the IHPRC ending January 1, 2027.

2. I move to reappoint Bill Gour and Darin Axthelm to second terms on the IHPRC ending January 1, 2027.
3. I move to appoint \_\_\_\_\_ to an unexpired term on the IHPRC ending on January 1, 2025; or I move to reopen the application process for a minimum of \_\_\_\_\_ days.

## **SUPPORTING DOCUMENTS**

1. IHPRC Members
2. Richards-IHPRC-12082023

**Historic Preservation Resource Commission (Certified Local Government)**  
**(3 year terms -- 7 members)**

| <b>Members</b>                                | <b>Term</b> | <b>Expires</b> | <b>Appointed/Eligible</b>                                 |
|-----------------------------------------------|-------------|----------------|-----------------------------------------------------------|
| Bill Gour                                     | 1st term    | 1/1/2024       | Appointed 1/14/2021                                       |
| Darin Axthelm (History Major)                 | 1st term    | 1/1/2024       | Appointed 1/14/2021                                       |
| Breanna Sanford<br>(History and Anthropology) | 1st term*   | 1/1/2026       | Appointed 06/09/2022                                      |
| Tim White                                     | Unexpired   | 1/1/2024       | Appointed 08/11/2022                                      |
| Gary Hogsett (Engineer)                       | Unexpired   | 1/1/2025       | Appointed 06/09/2022                                      |
| Jason Rutledge                                | 1st term*   | 1/1/2026       | Appointed 08/11/2022                                      |
| John George                                   | Unexpired   | 1/1/2025       | Appointed 08/25/2022<br>Removed due to lack of attendance |

\*Previously served an unexpired term.

Meeting Place: Memorial Hall  
Meeting Date: Last Monday  
Meeting Time: 12 p.m.



## Online Form Submittal: Board Application

noreply@civicplus.com <noreply@civicplus.com>

Fri 12/8/2023 7:43 PM

To: Kelly Passauer <kellyp@independencesks.gov>

### Board Application

|                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Board Applying For:                                                                      | Historic Preservation and Research Commission                                                                                                                                                                                                                                                                                                                                        |
| Name                                                                                     | Brett Richards                                                                                                                                                                                                                                                                                                                                                                       |
| Date                                                                                     | 12/8/2023                                                                                                                                                                                                                                                                                                                                                                            |
| Address                                                                                  | 2423 Linda Jean Dr                                                                                                                                                                                                                                                                                                                                                                   |
| Email Address                                                                            | [REDACTED]                                                                                                                                                                                                                                                                                                                                                                           |
| Phone Number                                                                             | [REDACTED]                                                                                                                                                                                                                                                                                                                                                                           |
| Educational Background:                                                                  |                                                                                                                                                                                                                                                                                                                                                                                      |
| High School Name and Location                                                            | Elkmont Baptist Christian Academy                                                                                                                                                                                                                                                                                                                                                    |
| Graduated/Degree                                                                         | HS Diploma                                                                                                                                                                                                                                                                                                                                                                           |
| College Name and Location                                                                | Troy University                                                                                                                                                                                                                                                                                                                                                                      |
| Graduated/Degree                                                                         | BA                                                                                                                                                                                                                                                                                                                                                                                   |
| Major                                                                                    | Political Science                                                                                                                                                                                                                                                                                                                                                                    |
| Other Education Name and Location                                                        | Graduate Degree, University of Delaware                                                                                                                                                                                                                                                                                                                                              |
| Graduated/Degree                                                                         | PhD                                                                                                                                                                                                                                                                                                                                                                                  |
| Emphasis                                                                                 | Political Science                                                                                                                                                                                                                                                                                                                                                                    |
| Do you reside inside the corporate limits of the City of Independence?                   | No                                                                                                                                                                                                                                                                                                                                                                                   |
| 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 had a short career in academia prior to starting my current work in the social services field (I currently work for the Social Security Administration). I taught political science at the university level, and completed graduate degrees in political science and international relations. This involved training in sociology and qualitative research methods. I also enjoyed |

reading works from anthropology and studied ethnography. Although the area of my degree is not directly related to the work of the board, I feel that my education and training would be useful in this work.

I also have had training in administrative law. My current employment, although not directly related to the work of the board, requires interpretation and application of complex policies and regulations.

---

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

I have a lot of interest in history, though I have limited knowledge of the history of Independence and the surrounding areas (I have lived here for two years now). I appreciate any chance to learn more about the history of our town and state. I do appreciate the presence of the historical buildings in this city; I also feel strongly that the concerns regarding preservation of the historic character of downtown Independence should be of concern.

In my job I see the social problems that are confronting our town on a daily basis; these have a negative effect on the character of our city. I believe that preserving the historical character of our town allows residents to take pride in our city; it also creates a positive environment for residents to live their lives.

---

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

*Field not completed.*

---

Other comments:

Although I have little direct knowledge of historical preservation and architecture, I do have other experience that is relevant to the board's work, and I would appreciate a chance to get involved in our town's local government.

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**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
January 11, 2024**

**Department Admin**

**Director Approval Kelly Passauer**

**AGENDA ITEM** Planning Commission -- Two members eligible for reappointment plus four vacancies: two unexpired positions (Inside City), and one expired position and one unexpired position (Outside City within 3 miles)

**SUMMARY RECOMMENDATION** Reappoint eligible members and appoint new positions or extend the application date.

**BACKGROUND** There are two positions eligible to be reappointed to the Independence Planning Commission and Board of Zoning Appeals whose terms have expired, Michelle Avery and Tim Haynes.

We currently have four openings for new members on the Independence Planning Commission and Board of Zoning Appeals, two inside the City and two outside the City within 3 miles. Four applications were received for the two inside City positions, and two applications were received for the outside City positions.

**FINANCIAL INFORMATION** N/A

**SUGGESTED MOTION** Possible motions:

1. I move to reappoint Michelle Avery to a second term on the Planning Commission/Board of Zoning Appeals ending January 1, 2027.
2. I move to reappoint Tim Haynes to a first term on the Planning Commission/Board of Zoning Appeals ending January 1, 2027.
3. I move to appoint \_\_\_\_\_ to an unexpired term (inside City) on the Planning Commission/Board of Zoning Appeals ending on January 1, 2026.
4. I move to appoint \_\_\_\_\_ to an unexpired term (inside City) on the Planning Commission/Board of Zoning Appeals ending on January 1, 2025.
5. I move to appoint \_\_\_\_\_ to an unexpired term (outside City within 3 miles) on the Planning Commission ending on January 1, 2025.
6. I move to appoint \_\_\_\_\_ to an expired term (outside City within 3 miles) on the Planning Commission ending on January 1, 2027.
7. Or I move to extend the date to receive applications for openings on the Planning Commission/Board of Zoning Appeals by a minimum of \_\_\_\_\_ days.

**SUPPORTING DOCUMENTS**

1. P and Z Members
2. Holum-PZ-InsideCity-12082023

3. Johnson-PZ-InsideCity-12262023
4. Ortalani-PZ-InsideCity-01052024
5. Pemberton-PZ-InsideCity-12152023
6. Hogsett-PZ-OutsideCity-01082024
7. Kays-PZ-OutsideCity-01052024

**PLANNING & ZONING COMMISSION**  
(3 year terms -- 9 members)

| <b>Members</b>                                              | <b>Term</b> | <b>Expires</b>  | <b>Appointed/<br/>Eligible to be<br/>Reappointed</b> |
|-------------------------------------------------------------|-------------|-----------------|------------------------------------------------------|
| Mary Jo (Dancer) Meier                                      | 2nd term*   | January 1, 2025 |                                                      |
| Scott Smith                                                 | 1st term    | January 1, 2026 | February 9, 2023<br>Elected to City<br>Commission    |
| Brent Littleton**                                           | 2nd term    | January 1, 2025 | January 25, 2019<br>Passed Away 12/29/2023           |
| Tony Royse<br>Secretary                                     | 2nd term    | January 1, 2025 | March 28, 2019<br>Resigned 11/06/2023                |
| Andy McLenon**                                              | 2nd term*   | January 1, 2024 | October 26, 2016<br>January 8, 2018                  |
| Michelle Avery                                              | 1st term*   | January 1, 2024 | June 28, 2018                                        |
| Tim Haynes<br>Chair                                         | Unexpired   | January 1, 2024 | February 24, 2022                                    |
| Lisa Richard                                                | 2nd term*   | January 1, 2026 | August 8, 2019<br>December 19, 2019                  |
| Rachel Lyon<br>Vice Chair                                   | 2nd term    | January 1, 2026 | May 14, 2020                                         |
| *Served an unexpired term.                                  |             |                 |                                                      |
| **Outside City Appointment. Not on Board of Zoning Appeals. |             |                 |                                                      |
| Meeting Place: Veterans Room, Memorial Hall                 |             |                 |                                                      |
| Meeting Date: First Tuesday                                 |             |                 |                                                      |
| Meeting Time: 5:30 p.m.                                     |             |                 |                                                      |

**Applications must be received in the City Manager's Office,  
811 W. Laurel, Independence, KS 67301 or by Email at  
[KellyP@IndependenceKs.gov](mailto:KellyP@IndependenceKs.gov) on or before December 15, 2016**

# APPLICATION

**Planning Commission/Board of Zoning Appeals  
City of Independence, Kansas**

Date 12/7/23

Name Wayne "Butch" Holum

Address 3274 Crown Dr.

Phone Number

Email Address

Educational Background:

| Name of School and Location     | Dates | Diploma | Major | Minor |
|---------------------------------|-------|---------|-------|-------|
| Frank B. Kellogg , St. Paul, MN | 1973  | HS      |       |       |
|                                 |       |         |       |       |
|                                 |       |         |       |       |
|                                 |       |         |       |       |
|                                 |       |         |       |       |
|                                 |       |         |       |       |
|                                 |       |         |       |       |
|                                 |       |         |       |       |
|                                 |       |         |       |       |

Please respond to the following questions: (If needed, use back of page)

1. Do you reside inside the corporate limits of the City of Independence? Yes X  
No \_\_\_\_\_



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

36 years of living in Independence.

30+ years of ownership of successful business.

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

To help our community grow in these exciting times.

To help shape the growth of Independence.

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

With upcoming industrial growth, P&Z issues need to be addressed for housing and future business.

5. Other comments:

As I reach the retirement phase of my live I would like to give back to the community that I have lived in. I would like to be part of the team that will help the growth of Independence.

## Online Form Submittal: Board Application

noreply@civicplus.com <noreply@civicplus.com>

Tue 12/26/2023 11:09 AM

To: Kelly Passauer <kellyp@independencexs.gov>

### Board Application

Board Applying For: Planning and zoning

Name Karl Johnson

Date 3/12/1958

Address 1407 Birdie Dr

Email Address

Phone Number

Educational Background:

High School Name and Location Robert E Lee Houston Tx

Graduated/Degree Y

College Name and Location U of north Texas

Graduated/Degree BBA

Major Finance

Other Education Name and Location *Field not completed.*

Graduated/Degree *Field not completed.*

Emphasis *Field not completed.*

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?

65 years of life

Why do you want to become Want to make sure the city is ready for the growth that is

|                                                                                                        |                             |
|--------------------------------------------------------------------------------------------------------|-----------------------------|
| a member of the board?                                                                                 | coming to Indy.             |
| Do you feel that there are any issues needing immediate attention by the board? If so, please explain. | <i>Field not completed.</i> |
| Other comments:                                                                                        | <i>Field not completed.</i> |

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## Online Form Submittal: Board Application

noreply@civicplus.com <noreply@civicplus.com>

Fri 1/5/2024 8:33 PM

To: Kelly Passauer <kellyp@independenceks.gov>

### Board Application

|                                                                                          |                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Board Applying For:                                                                      | Planning Commission                                                                                                                                                                           |
| Name                                                                                     | Rita Ortolani                                                                                                                                                                                 |
| Date                                                                                     | 1/5/2024                                                                                                                                                                                      |
| Address                                                                                  | 615 E MYRTLE                                                                                                                                                                                  |
| Email Address                                                                            | City of Independence, Kansas                                                                                                                                                                  |
| Phone Number                                                                             | CONFIDENTIAL                                                                                                                                                                                  |
| Educational Background:                                                                  |                                                                                                                                                                                               |
| High School Name and Location                                                            | Neodesha                                                                                                                                                                                      |
| Graduated/Degree                                                                         | General                                                                                                                                                                                       |
| College Name and Location                                                                | Oklahoma Wesleyan University                                                                                                                                                                  |
| Graduated/Degree                                                                         | Bachelor Degree                                                                                                                                                                               |
| Major                                                                                    | Business                                                                                                                                                                                      |
| Other Education Name and Location                                                        | Field not completed.                                                                                                                                                                          |
| Graduated/Degree                                                                         | Field not completed.                                                                                                                                                                          |
| Emphasis                                                                                 | Field not completed.                                                                                                                                                                          |
| 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?          | Serving second term on the Housing Authority Board.<br><br>Serving on the steering committee for the Comprehensive plan for City of Independence.<br><br>Graduate of Leadership Independence. |

|                                                                                                        |                                                                                                            |
|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| Why do you want to become a member of the board?                                                       | Be a part of the future growth of Independence.                                                            |
| Do you feel that there are any issues needing immediate attention by the board? If so, please explain. | Not aware of any issues needing immediate attention.                                                       |
| Other comments:                                                                                        | I would be honored to be appointed and serve on the planning commission. Thank you for your consideration. |

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## Online Form Submittal: Board Application

noreply@civicplus.com <noreply@civicplus.com>

Fri 12/15/2023 12:38 PM

To: Kelly Passauer <kellyp@independenceks.gov>

### Board Application

|                                                                                          |                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Board Applying For:                                                                      | Planning                                                                                                                                                                                                                                              |
| Name                                                                                     | Charlet Pemberton                                                                                                                                                                                                                                     |
| Date                                                                                     | 12/15/2023                                                                                                                                                                                                                                            |
| Address                                                                                  | 311 N 12th Street                                                                                                                                                                                                                                     |
| Email Address                                                                            |                                                                                                                                                                                                                                                       |
| Phone Number                                                                             |                                                                                                                                                                                                                                                       |
| Educational Background:                                                                  |                                                                                                                                                                                                                                                       |
| High School Name and Location                                                            | Sunnyside, Sunnyside, Washington                                                                                                                                                                                                                      |
| Graduated/Degree                                                                         | graduated 1961                                                                                                                                                                                                                                        |
| College Name and Location                                                                | University of Arizona, Tucson, Arizona                                                                                                                                                                                                                |
| Graduated/Degree                                                                         | 1988/BS                                                                                                                                                                                                                                               |
| Major                                                                                    | Regional Development                                                                                                                                                                                                                                  |
| Other Education Name and Location                                                        | Field not completed.                                                                                                                                                                                                                                  |
| Graduated/Degree                                                                         | Field not completed.                                                                                                                                                                                                                                  |
| Emphasis                                                                                 | Field not completed.                                                                                                                                                                                                                                  |
| 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?          | Alpine, California Planning Board, advisory to San Diego County Board of Supervisors<br>City of Ocean Shores, Washington Master Plan update, Shoreline Committee Chair<br>City of Oceanside, California Economic Development/ wrote community profile |

City of Vista, California, Economic Development/ wrote  
community profile

Fairview, Utah, founded the Chocolate Festival

I have sufficient experience to function as a member of the  
planning board. I have lived in 7 different states, in large and  
small communities, in wealthy metropolitan areas as well as  
rural less affluent areas.

---

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

I believe in service to one's community. In the three years I  
have lived in Independence, I have found public servants to be  
open and friendly. It would be a pleasure to work with them. I  
feel that I have something to contribute to planning.

---

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

No. Those issues are being addressed.

---

Other comments:

I would like to see development of recreation areas for the  
general public in addition to hunting and fishing interests on the  
Elk River and the Verdigris River. The potential for tourist  
attractions on these rivers should be optimized. Tourism brings  
outside dollars into the city coffers.

---

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## Online Form Submittal: Board Application

noreply@civicplus.com <noreply@civicplus.com>

Mon 1/8/2024 11:40 AM

To: Kelly Passauer <kellyp@independenceks.gov>

### Board Application

|                                                                                          |                                                                                                                                                               |
|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Board Applying For:                                                                      | P&Z                                                                                                                                                           |
| Name                                                                                     | GARY D HOGSETT                                                                                                                                                |
| Date                                                                                     | 1/8/2024                                                                                                                                                      |
| Address                                                                                  | 2905 CR 4000                                                                                                                                                  |
| Email Address                                                                            | City of Independence, Kansas                                                                                                                                  |
| Phone Number                                                                             | 1207 1234                                                                                                                                                     |
| Educational Background:                                                                  |                                                                                                                                                               |
| High School Name and Location                                                            | Field not completed.                                                                                                                                          |
| Graduated/Degree                                                                         | Field not completed.                                                                                                                                          |
| College Name and Location                                                                | Oklahoma State                                                                                                                                                |
| Graduated/Degree                                                                         | B.S., M.S.                                                                                                                                                    |
| Major                                                                                    | Ind Engr                                                                                                                                                      |
| Other Education Name and Location                                                        | Field not completed.                                                                                                                                          |
| Graduated/Degree                                                                         | Field not completed.                                                                                                                                          |
| Emphasis                                                                                 | Field not completed.                                                                                                                                          |
| Do you reside inside the corporate limits of the City of Independence?                   | No                                                                                                                                                            |
| 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?          | City Commission, Mayor, Chamber Board Chairman, Historical Preservation Board, Land Bank, Community Chest, Rotary, Optimist, own multiple downtown businesses |
| Why do you want to become                                                                | Willing to assist our great city in any way that makes sense                                                                                                  |

a member of the board?

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

Not aware of anything

Other comments:

*Field not completed.*

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## Online Form Submittal: Board Application

noreply@civicplus.com <noreply@civicplus.com>

Fri 1/5/2024 8:32 PM

To: Kelly Passauer <kellyp@independenceks.gov>

### Board Application

|                                                                                          |                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Board Applying For:                                                                      | Planning Commission/Zoning Board of Appeals                                                                                                                                                                                                                                                                                                 |
| Name                                                                                     | Kym Kays                                                                                                                                                                                                                                                                                                                                    |
| Date                                                                                     | 1/5/2024                                                                                                                                                                                                                                                                                                                                    |
| Address                                                                                  | 3964 CR 4670                                                                                                                                                                                                                                                                                                                                |
| Email Address                                                                            | City of Independence, Kansas                                                                                                                                                                                                                                                                                                                |
| Phone Number                                                                             | CONFIDENTIAL                                                                                                                                                                                                                                                                                                                                |
| Educational Background:                                                                  |                                                                                                                                                                                                                                                                                                                                             |
| High School Name and Location                                                            | Welch High School, Welch, OK                                                                                                                                                                                                                                                                                                                |
| Graduated/Degree                                                                         | 1984/diploma                                                                                                                                                                                                                                                                                                                                |
| College Name and Location                                                                | Pittsburg State Univierstiy, Pittsburg, KS                                                                                                                                                                                                                                                                                                  |
| Graduated/Degree                                                                         | 1984/BS in Ed                                                                                                                                                                                                                                                                                                                               |
| Major                                                                                    | Mathematics                                                                                                                                                                                                                                                                                                                                 |
| Other Education Name and Location                                                        | Field not completed.                                                                                                                                                                                                                                                                                                                        |
| Graduated/Degree                                                                         | Field not completed.                                                                                                                                                                                                                                                                                                                        |
| Emphasis                                                                                 | Field not completed.                                                                                                                                                                                                                                                                                                                        |
| Do you reside inside the corporate limits of the City of Independence?                   | No                                                                                                                                                                                                                                                                                                                                          |
| 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 served on boards in Independence since moving here in 2004. I previously served on the Independence Housing Authority Board, served as the Chamber of Commerce Chairman and board member, served on the Main Street Board, the Independence Historical Museum & Art Center Board, and I am currently serving as the secretary of the |

William Inge Foundation and the First Presbyterian Church  
Session.

---

|                                                  |                                                                                |
|--------------------------------------------------|--------------------------------------------------------------------------------|
| Why do you want to become a member of the board? | I care and have a vested interest in our city as a business owner and citizen. |
|--------------------------------------------------|--------------------------------------------------------------------------------|

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|                                                                                                        |                      |
|--------------------------------------------------------------------------------------------------------|----------------------|
| Do you feel that there are any issues needing immediate attention by the board? If so, please explain. | I am unaware of any. |
|--------------------------------------------------------------------------------------------------------|----------------------|

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|                 |                                             |
|-----------------|---------------------------------------------|
| Other comments: | Thank you for considering me for this role. |
|-----------------|---------------------------------------------|

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



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**January 11, 2024**

**Department Admin**

**Director Approval Kelly Passauer**

**AGENDA ITEM** Reorganization of the Commission

1. Oath of Office
  - a. Scott Smith -- 2 Year Term
  - b. Dean Hayse -- 4 Year Term
2. Election of Mayor
3. Election of Vice Mayor
4. Designation of Official City Newspaper
5. Designation of Official City Depository
6. Consider changing the day of week and time for Commission meetings

**SUMMARY RECOMMENDATION** Oath of Office; elect Mayor and Vice Mayor; designate Official City Newspaper; designate Official City Depository; and consider the date and time for 2024 meetings.

**BACKGROUND** Each year, the Commission reorganizes. Following an election, the City Clerk administers the Oath of office for the newly elected/re-elected Commissioners before the election of the Mayor and Vice Mayor. Regarding the election of Mayor, in election years, typically, the Commissioner, who is starting the third year of their four-year term, serves as Mayor. For 2024, that is Commissioner Tim Emert. The following year, the Commissioner, starting the second year of their two-year term, serves as Mayor. The purpose of this is to allow every elected Commissioner, whether elected to a two-year term or four-year term, to have the opportunity to serve as Mayor once per term. However, the Commission may choose anyone they wish, and they do not have to follow this tradition.

Each year, the Official City Newspaper and Official City Depository are named. Staff recommends that the Independence Daily Reporter and the Community National Bank continue to serve in these two roles respectfully.

Staff recommends that the 2024 City Commission schedule be approved, generally consisting of the 2nd and 4th Thursdays at 5:30 PM and the 3rd Wednesday at 9 AM for work sessions, with the exceptions noted in green. Please note there are no scheduled Special Meetings in the following months:

- June due to the third Wednesday falling on June 19th (Juneteenth),
- November due to moving up the Commission meeting one week to avoid Thanksgiving week.

- December due to moving up the Commission meeting one week to avoid Christmas week.

## **FINANCIAL INFORMATION   N/A**

## **SUGGESTED MOTION**

1. I move to nominate \_\_\_\_\_ as Mayor.
2. I move to nominate \_\_\_\_\_ as Vice Mayor.
3. I move to designate Independence Daily Reporter as the Official City Newspaper.
4. I move to designate Community National Bank as the Official City Depository.
5. I move to adopt the 2024 City Commission Meeting schedule as presented; or I move to change the day of the week and time for Commission meetings to \_\_\_\_\_.

## **SUPPORTING DOCUMENTS**

1.     2024 Commission Schedule

## 2024 City Commission Meeting Schedule

|                                     |                |                                                            |
|-------------------------------------|----------------|------------------------------------------------------------|
| <b>Thursday, January 11, 2024</b>   | <b>5:30 PM</b> | <b>2nd Thursday (Oath of Office/Reorganization)</b>        |
| <b>Wednesday, January 17, 2024</b>  | <b>8:00 AM</b> | <b>Third Wednesday (Planning Retreat)</b>                  |
| Thursday, January 25, 2024          | 5:30 PM        | 4th Thursday                                               |
| Thursday, February 8, 2024          | 5:30 PM        | 2nd Thursday                                               |
| Wednesday, February 21, 2024        | 9:00 AM        | 3rd Wednesday                                              |
| Thursday, February 22, 2024         | 5:30 PM        | 4th Thursday                                               |
| Thursday, March 14, 2024            | 5:30 PM        | 2nd Thursday                                               |
| Wednesday, March 20, 2024           | 9:00 AM        | 3rd Wednesday                                              |
| Thursday, March 28, 2024            | 5:30 PM        | 4th Thursday                                               |
| Thursday, April 11, 2024            | 5:30 PM        | 2nd Thursday                                               |
| <b>Wednesday, April 17, 2024</b>    | <b>9:00 AM</b> | <b>3rd Wednesday (Budget Worksession)</b>                  |
| Thursday, April 25, 2024            | 5:30 PM        | 4th Thursday                                               |
| Thursday, May 9, 2024               | 5:30 PM        | 2nd Thursday                                               |
| <b>Wednesday, May 15, 2024</b>      | <b>9:00 AM</b> | <b>3rd Wednesday (Budget Worksession)</b>                  |
| Thursday, May 23, 2024              | 5:30 PM        | 4th Thursday                                               |
| Thursday, June 13, 2024             | 5:30 PM        | 2nd Thursday                                               |
| Thursday, June 27, 2024             | 5:30 PM        | 4th Thursday                                               |
| Thursday, July 11, 2024             | 5:30 PM        | 2nd Thursday                                               |
| <b>Wednesday, July 17, 2024</b>     | <b>9:00 AM</b> | <b>3rd Wednesday (Optional Budget Worksession)</b>         |
| Thursday, July 25, 2024             | 5:30 PM        | 4th Thursday                                               |
| Thursday, August 8, 2024            | 5:30 PM        | 2nd Thursday                                               |
| <b>Wednesday, August 21, 2024</b>   | <b>9:00 AM</b> | <b>3rd Wednesday (Budget Worksession)</b>                  |
| Thursday, August 22, 2024           | 5:30 PM        | 4th Thursday                                               |
| <b>Thursday, September 12, 2024</b> | <b>5:30 PM</b> | <b>2nd Thursday (Revenue Neutral Rate/Budget Hearings)</b> |
| Wednesday, September 18, 2024       | 9:00 AM        | 3rd Wednesday                                              |
| Thursday, September 26, 2024        | 5:30 PM        | 4th Thursday                                               |
| Thursday, October 10, 2024          | 5:30 PM        | 2nd Thursday                                               |
| Wednesday, October 16, 2024         | 9:00 AM        | 3rd Wednesday                                              |
| <b>Wednesday, October 23, 2024</b>  | <b>5:30 PM</b> | <b>Doo Dah Parade (10/24/24)</b>                           |
| Thursday, November 14, 2024         | 5:30 PM        | 2nd Thursday                                               |
| <b>Thursday, November 21, 2024</b>  | <b>5:30 PM</b> | <b>Thanksgiving (11/28/24)</b>                             |
| Thursday, December 12, 2024         | 5:30 PM        | 2nd Thursday                                               |
| <b>Thursday, December 19, 2024</b>  | <b>5:30 PM</b> | <b>Christmas (12/24/2026 and 12/25/2026)</b>               |
|                                     |                |                                                            |

Meeting dates highlighted in green are regular meetings rescheduled due to conflicts with other events or holidays.



**Presentation**  
**CITY OF INDEPENDENCE**  
**January 11, 2024**

---

**Department Admin**

**Director Approval Kelly Passauer**

**AGENDA ITEM** Orientation by the City Attorney.

**BACKGROUND** The City Attorney will provide a brief orientation. It is anticipated that some topics covered will include Open Meetings, Conflicts of Interest, Roles and Responsibilities of the Commission, and other subjects the City Attorney wishes to cover.

**SUPPORTING DOCUMENTS**





**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**January 11, 2024**

**Department Admin**

**Director Approval David Cowan**

**AGENDA ITEM** Consider a lease agreement with Labcorp.

**SUMMARY RECOMMENDATION** City Staff recommends approval of the lease agreement.

**BACKGROUND** The City Attorney has been working with Labcorp regarding their lease of 2,582.22 square feet of Building D at 811 W. Laurel Street. The lease is an extension for four months, ending on April 30, 2024. This will provide some time to determine the next steps in regard to Building D.

**FINANCIAL INFORMATION** The base rent rate is \$10.00 PSF or a monthly rent rate of \$2,151.85.

**SUGGESTED MOTION** I move to approve the First Amendment to the Lease Agreement with Labcorp.

**SUPPORTING DOCUMENTS**

1. 811 W Laurel Independence KS - First Amendment to Lease Agreement (Execution)- 10206564-v2 and v2. 811 W Laurel Independence K

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is made as of \_\_\_\_\_, 202\_ (the “Effective Date”), by and between **The City of Independence, Kansas**, a municipal corporation duly organized and existing under the laws of the State of Kansas (“Landlord”), and **Labcorp Kansas, Inc.**, a Delaware corporation (“Tenant”).

**WHEREAS**, Landlord and Regional Medical Laboratory, Inc., are parties to that certain Lease Agreement dated the 1<sup>st</sup> day of January, 2021 (the “Original Lease”), as assigned to Tenant by that certain Assignment of Lease Agreement dated the 1<sup>st</sup> day of October, 2022 (the “Assignment”, and collectively with the Original Lease, the “Lease”), pursuant to which Landlord leases to Tenant and Tenant leases from Landlord the approximately two thousand five hundred eighty two (2,582) square feet of space located in that certain building (the “Building”) with a street address of 811 West Laurel, City of Independence, County of Montgomery, State of Kansas, all as more particularly described in the Lease (the “Premises”); and

**WHEREAS**, the Term of the Lease will expire on December 31, 2023, and Landlord and Tenant desire to extend the term of the Lease and adopt, ratify, and amend the terms and conditions of the Lease as further provided herein.

**NOW, THEREFORE**, in consideration of the mutual benefits and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Term.** Landlord and Tenant hereby agree to extend the Term of the Lease for an additional four (4) month term commencing January 1, 2024, and expiring April 30, 2024 (the “Extension Term”). Upon the Effective Date, the Extension Term shall be deemed a part of the Lease Term.

2. **Rent.** Notwithstanding any provision in the Lease to the contrary, the annual Base Rental during the Extension Term shall be payable as follows:

| Lease Period        | Base Rent PSF | Annual Base Rent | Monthly Base Rent |
|---------------------|---------------|------------------|-------------------|
| 01/01/24 - 04/30/24 | \$10.00       | \$25,822.20      | \$2,151.85        |

3. **Mold/ACMs.** To the extent mold and/or asbestos containing materials (“ACMs”) are found in the Building or Premises by either Landlord or Tenant, and to the extent the same was not created by Tenant, Landlord shall cause such mold and/or ACMs to be removed from the Building or Premises as soon as is reasonably possible so as not to cause any health concerns to people who work in or visit the Building or Premises.

4. **Signage.** Landlord hereby agrees that Tenant shall have the right to update its currently existing signage at the Leased Premises to reflect Tenant’s name, logo or colors consistent with Tenant’s corporate standard (provided that the size, location and quantity of existing signage is not altered) or for signs which are required by law or regulation.

5. **No Physician Interest.** Landlord represents and warrants to Tenant that no physician or immediate family member of a physician has an ownership or investment interest in

Landlord, either directly or indirectly, through debt, equity (including, without limitation, as a shareholder, member, partner, or other direct or indirect legal owner) or otherwise. Landlord further represents and warrants that no physician or family member of a physician shall receive or share directly or indirectly in the proceeds of this Amendment. For purposes of this paragraph, the terms "physician" and "immediate family member" have the meanings ascribed to those terms in the Physician Self-Referral Law, 42 U.S.C. §1395nn and the regulations promulgated thereunder, including 42 C.F.R. 411.351 (collectively, the "Stark Law").

**6. Customer Information Protection.** Notwithstanding anything contained in the Lease to the contrary, Landlord acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, and related regulations ("HIPAA"), and that HIPAA requires Tenant to ensure the safety and confidentiality of medical records and otherwise safeguard patient privacy. As such, computer servers, desktop stations, laptops, files or other personal property which could reasonably be expected to contain customer information (collectively, the "Protected Items"), which may inadvertently be left at the Premises at the end of the Term or upon the earlier termination thereof, shall not become the property of nor be disposed of by Landlord, but Landlord may arrange for storage of the same at Tenant's cost for a period of not less than sixty (60) days, only after first providing an additional written notice to Tenant for Tenant to retrieve said items; it being acknowledged by both Landlord and Tenant that such items may contain sensitive, confidential and/or proprietary information which is subject to HIPAA or other federal regulations as to ownership, possession, storage, disposal, removal or other handling. During the period that any Protected Items remain in storage, Tenant shall, in addition to ownership of such items, retain the right of possession and control of the Protected Items.

**7. General.**

**a. Business Days.** All references in the Lease as amended hereby to time periods of fewer than thirty (30) days shall mean business days rather than calendar days.

**b. Brokers.** Landlord and Tenant represent and warrant that neither party has dealt with any broker in connection with this Amendment. Each party agrees to defend, indemnify and hold harmless the other party from and against any claim for commission or finder's fee by any person or other entity whom the indemnifying party authorized or employed, or acted by implication to authorize or employ, to act for the indemnifying party in connection with this Amendment.

**c. Confidentiality.** Each party agrees that except as may be required by law, it shall not, without the prior written consent of the other party, make any public announcement about any of the terms, conditions, or provisions of the Lease, as amended. Neither party shall transmit the Lease nor any of the information contained in the Lease, including this Amendment, to any third party except its counsel, consultants, actual or prospective lenders and purchasers, and other advisors engaged to help such party in connection with the Lease. The covenants set forth in this section shall survive the termination or expiration of the Lease.

**d. Authority.** The parties hereto represent and warrant to the other party that the individual executing this Amendment on its behalf has full right and authority to execute and perform its obligations under the Lease, and that such persons are duly

authorized to execute this Amendment on behalf of said party without further consent or approval by anyone.

e. Electronic Signatures. This Amendment may be executed in any number of counterparts with the same force and effect as if all required signatures were contained in a single original instrument. Signatures transmitted by e-mail shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such scanned documents were an original executed counterpart.

f. Confirmation. Except as modified by this Amendment, all other terms and conditions of the Lease will continue in full force and effect, and Landlord and Tenant hereby ratify and confirm the terms, provisions and conditions of, and representations, covenants and agreements set forth in the Lease, as modified by this Amendment. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease. This Amendment shall be binding upon the parties hereto and their respective successors, assigns and legal representatives. In the event of any conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties have cause this Amendment, as of the Effective Date, to be executed in their respective names, as their official acts, by their duly authorized representatives.

**TENANT:**

**Labcorp Kansas, Inc.**  
a Delaware corporation

By: E. Yankiv

Name: Elvira Yankiv

Title: VP Finance

**LANDLORD:**

**The City of Independence, Kansas,**  
a municipal corporation duly organized and existing  
under the laws of the State of Kansas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**January 11, 2024**

**Department Housing**

**Director Approval April Nutt**

**AGENDA ITEM** Consider accepting the award of a Tenant Based Rental Assistance Grant from Kansas Housing Resources Corporation.

**SUMMARY RECOMMENDATION** The Independence Housing Authority recommends the City accept the \$120,000 Tenant Based Rental Assistance Grant.

**BACKGROUND** The Independence Housing Authority has applied and received a Tenant Based Rental Assistance Grant from the Kansas Housing Resources Corporation since 1998. The Tenant Based Rental Assistance Grant helps low-income qualifying families with their rent within the city limits of Independence. The 2023 grant received is \$120,000 which will assist approximately 35 to 45 families over the next two years. This program is managed by the Independence Housing Authority. Due to changes in the program, Kansas Housing Resources Corporation will not release documents for signature until the current 2022 grant funds are 75% expended.

**FINANCIAL INFORMATION** There is no impact on the City's budget.

**SUGGESTED MOTION** I move to accept the \$120,000 Tenant Based Rental Assistance Grant and authorize the Mayor to sign documents when Kansas Housing Resources Corporation releases documents for signature.

**SUPPORTING DOCUMENTS**

1. Award Letter- Independence 2023



November 15, 2023

April Nutt, Executive Director  
City of Independence, Kansas  
811 W. Laurel  
Independence, KS 67301

**Re: 2023 TBRA Grants**

Dear Ms. Nutt,

Kansas Housing Resources Corp. has completed application reviews for the 2023 Tenant Based Rental Assistance Program. City of Independence, KS has been awarded a grant in the amount of \$120,000. Your agency will also receive 7% above the award amount for fees to perform income certifications and HQS inspections, which makes the total grant \$128,400.

We have changed our method of issuing the grant award documents. In order to condense the number of grants an agency has open, we are requiring only two open grants at a time. Additionally, when requesting your grant document for 2023, any previous grants should be at least 75% expended.

Please be aware that HOME funding is subject to Congressional appropriations, but funding has remained level the past few years. However, grantees need to make certain they do not over commit.

Please contact me at [smason-rockett@kshousingcorp.org](mailto:smason-rockett@kshousingcorp.org) or 785-217-2045 should you have any questions. Thank you for your valued partnership with KHRC in the Tenant Based Rental Assistance Program.

Sincerely,

A handwritten signature in blue ink that reads 'Shyla Rockett'.

Shyla Rockett  
TBRA Program Manager



**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
January 11, 2024**

**Department Admin**

**Director Approval Kelly Passauer**

**AGENDA ITEM** Consider proclaiming January 14, 2024 as Dr. Martin Luther King, Jr. Commemoration Day, and consider funding the recording and live-streaming of the program.

**SUMMARY RECOMMENDATION** Approve the proclamation.

**BACKGROUND** Kathy Shepard, representing the Diversity Taskforce, is requesting that the City authorize a proclamation in honor of Dr. Martin Luther King, Jr. Commemoration Day and urge that every citizen of Independence join me in extending recognition and honor to the memory of this great leader of humankind by attending the local celebration “It Starts With Me: Shifting The Cultural Climate Through The Study and Practice of Kingian Nonviolence” on Sunday, January 14, 2024 at 3 PM at the Independence High School Performing Arts Center. A free soup luncheon will be held at 2:00 pm in the community room before the event.

Please note there are three versions of the proclamation since the election of the Mayor will not take place until just before this agenda item.

In addition, Kathy asked if the City would fund the recording and live-streaming of the program on the City's Facebook page by Larry McHugh.

**FINANCIAL INFORMATION** The cost would be \$250 for the videographer to record and live-stream the program on the City's Facebook page.

**SUGGESTED MOTION** I move to proclaim January 14, 2024, as Dr. Martin Luther King, Jr. Commemoration Day and authorize funding the recording and live-streaming of this community event.

**SUPPORTING DOCUMENTS**

1. PROCLAMATION 2024 Tim Emert
2. PROCLAMATION 2024 Dean A Hayse
3. PROCLAMATION 2024 Scott Smith
4. MLK Day Sunday Request to Fund Videographer



## ***PROCLAMATION 2024***

### ***HONORING DR. MARTIN LUTHER KING, JR.***

**WHEREAS:** The 15<sup>th</sup> day of January is the birthday anniversary of the late Dr. Martin Luther King, Jr., and

**WHEREAS:** Dr. King stood before the entire world as a man of peace, champion of human dignity, and an example of love and brotherhood, and

**WHEREAS:** The citizens of Independence do recognize Dr. King's contribution to the good of all humankind and they do desire to perpetuate and implement the ideals expressed in his dream of peace and harmony among all God's children,

**NOW THEREFORE, I Tim Emert, Mayor of the City of Independence, do hereby proclaim the day of January 14, 2024, Dr. Martin Luther King, Jr. Commemoration Day, and urge that every citizen of Independence join me in extending recognition and honor to the memory of this great leader of humankind by attending the local celebration "*It Starts With Me: Shifting The Cultural Climate Through The Study and Practice of Kingian Nonviolence*" on Sunday, January 14, 2024 at 3 PM at the Independence High School Performing Arts Center.**

**IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Independence, Kansas, to be affixed this day, January 11, 2024.**

---

**Tim Emert**  
**Mayor, City of Independence Kansas**

## ***PROCLAMATION 2024***

### ***HONORING DR. MARTIN LUTHER KING, JR.***

**WHEREAS:** The 15<sup>th</sup> day of January is the birthday anniversary of the late Dr. Martin Luther King, Jr., and

**WHEREAS:** Dr. King stood before the entire world as a man of peace, champion of human dignity, and an example of love and brotherhood, and

**WHEREAS:** The citizens of Independence do recognize Dr. King's contribution to the good of all humankind and they do desire to perpetuate and implement the ideals expressed in his dream of peace and harmony among all God's children,

**NOW THEREFORE, I Dean Hayse, Mayor of the City of Independence, do hereby proclaim the day of January 14, 2024, Dr. Martin Luther King, Jr. Commemoration Day, and urge that every citizen of Independence join me in extending recognition and honor to the memory of this great leader of humankind by attending the local celebration "*It Starts With Me: Shifting The Cultural Climate Through The Study and Practice of Kingian Nonviolence*" on Sunday, January 14, 2024 at 3 PM at the Independence High School Performing Arts Center.**

**IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Independence, Kansas, to be affixed this day, January 11, 2024.**

---

**Dean Hayse**  
**Mayor, City of Independence Kansas**

## ***PROCLAMATION 2024***

### ***HONORING DR. MARTIN LUTHER KING, JR.***

**WHEREAS:** The 15<sup>th</sup> day of January is the birthday anniversary of the late Dr. Martin Luther King, Jr., and

**WHEREAS:** Dr. King stood before the entire world as a man of peace, champion of human dignity, and an example of love and brotherhood, and

**WHEREAS:** The citizens of Independence do recognize Dr. King's contribution to the good of all humankind and they do desire to perpetuate and implement the ideals expressed in his dream of peace and harmony among all God's children,

**NOW THEREFORE, I Scott Smith, Mayor of the City of Independence, do hereby proclaim the day of January 14, 2024, Dr. Martin Luther King, Jr. Commemoration Day, and urge that every citizen of Independence join me in extending recognition and honor to the memory of this great leader of humankind by attending the local celebration "*It Starts With Me: Shifting The Cultural Climate Through The Study and Practice of Kingian Nonviolence*" on Sunday, January 14, 2024 at 3 PM at the Independence High School Performing Arts Center.**

**IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Independence, Kansas, to be affixed this day, January 11, 2024.**

---

**Scott Smith**  
**Mayor, City of Independence Kansas**

**From:** [Kathy Shepard](#)  
**To:** [Kelly Passauer](#)  
**Subject:** MLK Day Sunday  
**Date:** Monday, January 09, 2023 4:17:38 PM

---

Kelly,

Something I have forgotten to ask, and something that we have talked about would be really good is if we could have the MLK Day Celebration filmed and put out on Facebook Live. I don't know of anyone except for Larry McHugh that has the equipment and ability to make this happen. The other thing is I don't know if our committee has the funds necessary to do this. Would the city be able to help on this? We would be happy to put a thank you to the city in the program and have that same thank you read during the program. I understand it also depends on Larry's schedule, so let me know if you think this would be a possibility?

*Kathy Shepard  
RSVP Four County Coordinator  
P.O. Box 688; 3354 Hwy 160  
Independence, KS 67301  
620-332-1954*

---



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**January 11, 2024**

**Department Finance**

**Director Approval Lacey Lies**

**AGENDA ITEM** Consider authorizing the issuance, sale, and delivery of the City's General Obligation Temporary Notes, Series 2024-1.

**SUMMARY RECOMMENDATION** Authorize Resolution 2024-001 for the issuance, sale, and delivery of General Obligation Temporary Notes, Series 2024-1.

**BACKGROUND** This resolution is to authorize the issuance, sale, and delivery of the \$4.5MM General Obligation Temporary Notes, which will be used to fund the construction and related costs of the Central Park Sports Complex.

Bond Principal & Interest would generally be paid from the renewed 1% Special Use Sales Tax. 31% was specifically allocated toward debt repayment, 27% for street projects, and 12% for buildings and facilities; additionally, 25% for General Fund support, and 5% for Economic Development.

**FINANCIAL INFORMATION** The principal and interest of this temporary note will be paid for with the 1% Special Use Sales Tax collections.

**SUGGESTED MOTION** I move to affirm the award of the sale of the Temporary Notes to the best bidder and to adopt Resolution 2024-001 authorizing and directing the issuance, sale, and delivery of the City's General Obligation Temporary Notes, Series 2024-1.

**SUPPORTING DOCUMENTS**

1. BASICDOCS

---

**RESOLUTION NO. 2024-001**

**OF**

**THE CITY OF INDEPENDENCE, KANSAS**

**ADOPTED**

**JANUARY 11, 2024**

**GENERAL OBLIGATION TEMPORARY NOTES  
SERIES 2024-1**

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**RESOLUTION**

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**RESOLUTION NO. 2024-001**

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2024-1, OF THE CITY OF INDEPENDENCE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

---

**WHEREAS**, the City of Independence, Kansas (the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the City Commission of the Issuer (the “Governing Body”) has authorized the following improvements (the “Improvements”) to be made in the City, to-wit:

| <u><b>Project Description</b></u> | <u><b>Res. No.</b></u> | <u><b>Authority (K.S.A.)</b></u> | <u><b>Amount</b></u> |
|-----------------------------------|------------------------|----------------------------------|----------------------|
| Quality of Life Improvements –    | 2022-006/              | 14-570 <i>et seq.</i> /          | \$4,500,000          |
| Central Park Sports Complex       | 2022-13                | Charter No. 11                   |                      |

**WHEREAS**, the Governing Body is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

**WHEREAS**, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

**WHEREAS**, none of such general obligation bonds or temporary notes heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements; and

**WHEREAS**, the Governing Body has advertised the sale of the Notes and at a meeting held this date, ratified the award of the sale of such temporary notes to the best bidder; and

**WHEREAS**, the Governing Body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$4,565,000\* to pay a portion of the costs of the Improvements.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, AS FOLLOWS:**

## ARTICLE I

### DEFINITIONS

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**“Act”** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 11, all as amended and supplemented from time to time.

**“Authorized Denomination”** means \$5,000 or any integral multiples thereof.

**“Beneficial Owner”** of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

**“Bond and Interest Fund”** means the Bond and Interest Fund of the Issuer for its general obligation bonds.

**“Bond Counsel”** means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

**“Business Day”** means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

**“Cede & Co.”** means Cede & Co., as nominee of DTC.

**“City”** means the City of Independence, Kansas.

**“Clerk”** means the duly elected/appointed and acting Clerk of the Issuer, or in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

**“Compliance Account”** means the Compliance Account created pursuant to **Section 501** hereof.

**“Consulting Engineer”** means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

**“Costs of Issuance”** means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

**“Costs of Issuance Account”** means the Costs of Issuance Account for General Obligation Temporary Notes, Series 2024-1 created pursuant to **Section 501** hereof.

**“Dated Date”** means February 1, 2024.

**“Debt Service Account”** means the Debt Service Account for General Obligation Temporary Notes, Series 2024-1 (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

**“Debt Service Requirements”** means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

**“Defaulted Interest”** means interest on any Note which is payable but not paid on any Interest Payment Date.

**“Defeasance Obligations”** means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

**“Derivative”** means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

**“Director of Finance”** means the duly appointed and acting Director of Finance of the Issuer or, in the Director's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the Issuer.

**“Disclosure Undertaking”** means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

**“DTC”** means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

**“DTC Representation Letter”** means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

**“Event of Default”** means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

**“Federal Tax Certificate”** means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

**“Financeable Costs”** means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

**“Fiscal Year”** means the twelve month period ending on December 31.

**“Funds and Accounts”** means funds and accounts created by or referred to in *Section 501* hereof.

**“Improvement Fund”** means the Improvement Fund for General Obligation Temporary Notes, Series 2024-1 created pursuant to *Section 501* hereof.

**“Improvements”** means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

**“Independent Accountant”** means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

**“Interest Payment Date(s)”** means the Stated Maturity of an installment of interest on any Note which shall be April 1 and October 1 of each year, commencing October 1, 2024.

**“Issue Date”** means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

**“Issuer”** means the City and any successors or assigns.

**“Maturity”** when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

**“Mayor”** means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

**“Moody's”** means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“Note Payment Date”** means any date on which principal of or interest on any Note is payable.

**“Note Register”** means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

**“Note Registrar”** means the State Treasurer and its successors and assigns.

**“Note Resolution”** means this resolution relating to the Notes.

**“Notes”** means the General Obligation Temporary Notes, Series 2024-1, authorized and issued by the Issuer pursuant to this Note Resolution.

**“Notice Address”** means with respect to the following entities:

(a) To the Issuer at:

City Hall  
120 North 6th Street  
Independence, Kansas 67301  
Fax: (620) 332-2511

- (b) To the Paying Agent at:

State Treasurer of the State of Kansas  
Landon Office Building  
900 Southwest Jackson, Suite 201  
Topeka, Kansas 66612-1235  
Fax: (785) 296-6976

- (c) To the Purchaser:

[Purchaser]  
[Purchaser Address]  
Fax: [Purchaser Fax]

- (d) To the Rating Agency(ies):

Moody's Municipal Rating Desk  
7 World Trade Center  
250 Greenwich Street  
23rd Floor  
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.  
55 Water Street, 38th Floor  
New York, New York 10004

**“Notice Representative”** means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Note Registrar and Paying Agent, the Director of Fiscal Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

**“Official Statement”** means Issuer’s Official Statement relating to the Notes.

**“Outstanding”** means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

**“Owner”** when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

**“Participants”** means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**“Paying Agent”** means the State Treasurer, and any successors and assigns.

**“Permitted Investments”** shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

**“Person”** means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“Purchase Price”** means the principal amount of the Notes plus accrued interest to the date of delivery[, plus a premium of \$ \_\_\_\_\_][, less an underwriting discount of \$ \_\_\_\_\_][, less an original issue discount of \$ \_\_\_\_\_].

**“Purchaser”** means [Purchaser], [Purchaser City, State], the original purchaser of the Notes, and any successors and assigns.

**“Rating Agency”** means any company, agency or entity that provides financial ratings for the Notes.

**“Record Dates”** for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

**“Redemption Date”** when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.



**“Redemption Price”** when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**“Replacement Notes”** means Notes issued to the Beneficial Owners of the Notes in accordance with *Article II* hereof.

**“SEC Rule”** means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

**“Securities Depository”** means, initially, DTC, and its successors and assigns.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

**“Standard & Poor's”** means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“State”** means the state of Kansas.

**“State Treasurer”** means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

**“Stated Maturity”** when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

**“Substitute Improvements”** means the substitute or additional improvements of the Issuer described in *Article V* hereof.

**“Treasurer”** means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

**“United States Government Obligations”** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE NOTES

**Section 201. Authorization of the Notes.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2024-1, of the Issuer in the principal amount of \$4,565,000\*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

**Section 202. Description of the Notes.** The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

| <b>Stated Maturity</b>  | <b>Principal</b>     | <b>Annual Rate</b>        |
|-------------------------|----------------------|---------------------------|
| <b><u>October 1</u></b> | <b><u>Amount</u></b> | <b><u>of Interest</u></b> |
| 2027                    | \$4,565,000*         | [ ]%                      |

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *EXHIBIT A* or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

**Section 203. Designation of Paying Agent and Note Registrar.** The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

**Section 204. Method and Place of Payment of the Notes.** The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. The interest payable on each Note on any Interest Payment Date shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

**Section 205. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

**Section 206. Registration, Transfer and Exchange of Notes.** The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Article III* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

**Section 207. Execution, Registration, Authentication and Delivery of Notes.** Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such

persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

**Section 208. Mutilated, Lost, Stolen or Destroyed Notes.** If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

**Section 209. Cancellation and Destruction of Notes Upon Payment.** All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

**Section 210. Book-Entry Notes; Securities Depository.** The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar

authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

**Section 211. Nonpresentment of Notes.** If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall

forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 212. Preliminary and Final Official Statement.** The Preliminary Official Statement relating to the Notes is hereby ratified and approved. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the Mayor or chief financial officer of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 213. Sale of the Notes.** The sale of the Notes to the Purchaser and the execution of the official bid form are hereby ratified and confirmed. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

### ARTICLE III

#### REDEMPTION OF NOTES

##### **Section 301. Redemption by Issuer.**

***Optional Redemption.*** At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on April 1, 2025, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

**Section 302. Selection of Notes to be Redeemed.** Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and



(e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

## ARTICLE IV

### SECURITY FOR NOTES

**Section 401. Security for the Notes.** The Notes shall be general obligations of the Issuer payable as to both principal and interest from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

**Section 402. Levy and Collection of Annual Tax.** The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

## ARTICLE V

### ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

**Section 501. Creation of Funds and Accounts.** Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

- (a) Improvement Fund for General Obligation Temporary Notes, Series 2024-1.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2024-1.
- (c) Costs of Issuance Account for General Obligation Temporary Notes, Series 2024-1.
- (d) Compliance Account.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

**Section 502. Deposit of Note Proceeds.** The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes as follows:

(a) Excess proceeds, if any, received from the sale of the Notes shall be deposited in the Debt Service Account.

(b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.

(c) [An amount necessary to pay the costs of compliance shall be deposited in the Compliance Account.

(d) ]The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Improvement Fund.

**Section 503. Application of Moneys in the Improvement Fund.** Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; and (c) paying Costs of Issuance.

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Clerk (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Clerk (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

**Section 504. Substitution of Improvements; Reallocation of Proceeds.**

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

**Section 505. Application of Moneys in Debt Service Account.** All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

**Section 506. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

**Section 507. Application of Moneys in the Costs of Issuance Account.** Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 90 days after the issuance of the Notes, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

**Section 508. Application of Moneys in the Compliance Account.** Moneys in the Compliance Account shall be used by the Issuer to pay the to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

## ARTICLE VI

### DEFAULT AND REMEDIES

**Section 601. Remedies.** The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

**Section 602. Limitation on Rights of Owners.** The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights

hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VII

### DEFEASANCE

**Section 701. Defeasance.** When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with *Article III*. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

## ARTICLE VIII

### TAX COVENANTS

**Section 801. General Covenants.** The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

**Section 802. Survival of Covenants.** The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to *Article VII* hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

## ARTICLE IX

### CONTINUING DISCLOSURE REQUIREMENTS

**Section 901. Disclosure Requirements.** The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

**Section 902. Failure to Comply with Continuing Disclosure Requirements.** In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 1001. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

**Section 1002. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution or ordinance of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) Extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or

(d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution or ordinance duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution or ordinance, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or ordinance or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution or ordinance of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

**Section 1003. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.



In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

**Section 1004. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

**Section 1005. Electronic Transactions.** The transactions described in this Note Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 1006. Further Authority.** The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1007. Severability.** If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

**Section 1008. Governing Law.** This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1009. Effective Date.** This Note Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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**ADOPTED** by the governing body of the Issuer on January 11, 2024.

(SEAL)

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Mayor

ATTEST:

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Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on January 11, 2024, as the same appears of record in my office.

DATED: January 11, 2024.

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Clerk

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**EXHIBIT A**  
**(FORM OF NOTES)**

**REGISTERED  
NUMBER \_\_\_\_\_**

**REGISTERED  
\$**

**Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.**

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF MONTGOMERY  
CITY OF INDEPENDENCE  
GENERAL OBLIGATION TEMPORARY NOTE  
SERIES 2024-1**

**Interest  
Rate:**

**Maturity  
Date:**

**Dated  
Date: February 1, 2024**

**CUSIP:**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Independence, in the County of Montgomery, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year, commencing October 1, 2024 (the “Interest Payment Dates”), until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest

payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

**Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

**Authorization of Notes.** This Note is one of an authorized series of Notes of the Issuer designated “General Obligation Temporary Notes, Series 2024-1,” aggregating the principal amount of \$4,565,000\* (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123 and K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 11, all as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

**General Obligations.** The Notes constitute general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

**Redemption Prior to Maturity.** The Notes are subject to redemption prior to maturity as set forth in the Note Resolution.

**Book-Entry System.** The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

**Transfer and Exchange.** EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

**Authentication.** This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF,** the Issuer has caused this Note to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**CITY OF INDEPENDENCE, KANSAS**

(Facsimile Seal)

By: \_\_\_\_\_ (manual or facsimile)  
Mayor

ATTEST:

By: \_\_\_\_\_ (manual or facsimile)  
Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

By: \_\_\_\_\_ (manual or facsimile)  
Clerk

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**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Note is one of a series of General Obligation Temporary Notes, Series 2024-1, of the City of Independence, Kansas, described in the within-mentioned Note Resolution.

Registration Date: \_\_\_\_\_

Office of the State Treasurer,  
Topeka, Kansas,  
as Note Registrar and Paying Agent

By: \_\_\_\_\_

Registration Number: 0316-063-020124-\_\_\_\_

---

**LEGAL OPINION**

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

**GILMORE & BELL, P.C.**

Attorneys at Law  
100 N. Main           Suite 800  
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

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**NOTE ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$\_\_\_\_\_, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security or  
Taxpayer Identification No.

\_\_\_\_\_  
Signature (Sign here exactly as name(s)  
appear on the face of Certificate)

Signature guarantee:

By \_\_\_\_\_

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**CERTIFICATE OF CLERK**

STATE OF KANSAS                    )  
                                              ) SS.  
COUNTY OF MONTGOMERY        )

The undersigned, Clerk of the City of Independence, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of February 1, 2024.

WITNESS my hand and official seal.

(Facsimile Seal)

\_\_\_\_\_  
(facsimile)  
Clerk

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**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on February 1, 2024.

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_  
(facsimile)  
Treasurer of the State of Kansas



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**January 11, 2024**

**Department Admin**

**Director Approval Kelly Passauer**

**AGENDA ITEM** Consider adopting a resolution implementing the 2024 Pay Plan.

**SUMMARY RECOMMENDATION** City staff recommends approval of the 2024 Pay Plan Resolution.

**BACKGROUND** The City's pay plan is updated each year in an attempt to keep pace with inflation and the competitive labor market. For 2022 the pay plan was adjusted by 2%, although the rate of inflation at that time, according to the Urban Wage Earners CPI index (November 2021) was 6.8%. For 2023 the pay plan was adjusted 4%, although the rate of inflation at that time, according to the Urban Wage Earners CPI index for all items (October 2022) was 7.7%. We did, however, provide additional small bonus amounts last year for those employees who scored above average on their evaluations. We also implemented market rate adjustments for certain public safety positions last Fall due to the critical need to retain those positions.

The 2024 budget included 6% for Cost of Living Adjustments (COLA) and Merit Raises combined. According to the Urban Wage Earners CPI index (November 2023), the latest available inflation rate is 3.1%. Therefore, we recommend modifying the 2024 Pay Plan effective January 14, 2024 by 3%. In addition, we have reviewed those positions that did not receive a market rate adjustment last Fall and calculated a market rate/merit adjustment equal to a minimum of \$1,300 annually based on scheduled work hours, resulting in an additional 1 - 5% increase to their base wage depending on their current wage and any additional considerations for their position. This provides a total base rate increase, including both COLA and the market rate/merit adjustment, between 4 - 8%, excluding those that already received adjustments last Fall. Those who did receive market rate adjustments last Fall will receive the 3% COLA applied to their previous wage before their market rate adjustments, consistent with how the COLA percentage will be applied to the remaining employees.

This approach is two-fold. One, the COLA adjustment maintains our Pay Plan with the current CPI; and two, the market rate/merit adjustment moves the employees up within the pay plan, providing a greater percentage increase to those at the lower end of the pay scale.

**FINANCIAL INFORMATION** 6% was included in the budget for combined cost of living increases and merit for 2024. The Finance Director has inputted the amounts calculated for each employee for the COLA and market rate/merit adjustments into the payroll budget scenario worksheet and has indicated that the amounts as proposed will not cause any budget shortfalls. The effective date for the increases will be January 14, 2024, and will be reflected in the payroll issued on February 2, 2024.

**SUGGESTED MOTION** I move to adopt a resolution authorizing the 2024 pay plan.



## **SUPPORTING DOCUMENTS**

1. RESOLUTION 2024-002 - PAY PLAN RESOLUTION
2. PAY PLAN - 2024
3. 2013-2023 12-Month Percent Change CPI Data

## **RESOLUTION NO. 2024-002**

**WHEREAS**, Ordinance No. 3061 of the City of Independence, Kansas, provides that the Governing Body of said City shall determine compensation of City officers and employees by appropriate resolution;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS;**

**SECTION 1** The attached pay grade and pay ranges are established for employees of the City of Independence, for the following:

1. Personnel who work 40 hours in a seven-day work period,
2. Personnel in the Fire/EMS Department who are assigned to fire suppression and emergency medical activities are assigned to a 21-day duty cycle, and
3. Sworn personnel in the Police Department who are assigned to a 14-day duty cycle which contains up to 86 scheduled hours of work.

**SECTION 2** The City Manager shall have the following salary range effective as of January 14, 2024: \$3,551.23 and \$5,149.46 per pay period.

**SECTION 3** All employees, upon initial employment, shall be placed at the minimum of their assigned pay grade. Starting rates above minimum must be approved by the City Manager.

**SECTION 4** Merit salary increases may be granted at the discretion of the City Manager and based on employee performance evaluations.

**SECTION 5** Part time employees, seasonal employees or employees hired under a training program shall have their rate of pay established by the City Manager.

**SECTION 6** The City Manager is authorized to establish new classifications and assign the new classification and pay grade provided in SECTION 1 as needed.

**SECTION 7** USE OF PERSONAL AUTOMOBILE: Any employee using his personal automobile for official City business shall be entitled to reimbursement at the rate paid for use of a personal vehicle by the IRS.

**SECTION 8** This resolution shall take effect and be in force from and after January 14, 2024.

**SECTION 9** If there is a conflict between this resolution and any other resolution or any employment policy, this resolution shall prevail.

PASSED AND APPROVED THIS 11<sup>th</sup> DAY OF JANUARY 2024.

THE CITY OF INDEPENDENCE

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Mayor

ATTEST:

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David Schwenker, City Clerk



# City of Independence

## 2024 Pay Plan



### Hourly Pay Rates

### Annual Pay Rates

|                                                 |       | Pay Range |          |         |
|-------------------------------------------------|-------|-----------|----------|---------|
| Position                                        | Grade | Minimum   | Midpoint | Maximum |
| 40 Hour/Seven-day Work Period                   |       |           |          |         |
|                                                 | 36    | \$44.39   | \$54.38  | \$64.37 |
|                                                 | 35    | \$42.28   | \$51.80  | \$61.31 |
|                                                 | 34    | \$40.52   | \$49.64  | \$58.75 |
|                                                 | 33    | \$38.59   | \$47.28  | \$55.96 |
| Assistant City Manager                          | 32    | \$36.75   | \$45.02  | \$53.29 |
| City Engineer/Dir of Pub Works & Utilities      | 31    | \$35.09   | \$42.99  | \$50.88 |
|                                                 | 30    | \$33.53   | \$41.08  | \$48.62 |
| Police Chief                                    | 29    | \$31.97   | \$39.17  | \$46.36 |
| Safety/Code Enforcement Director (unfunded)     | 29    | \$31.97   | \$39.17  | \$46.36 |
| Finance Director                                | 29    | \$31.97   | \$39.17  | \$46.36 |
|                                                 | 28    | \$30.52   | \$37.39  | \$44.25 |
| Fire/EMS Chief                                  | 28    | \$30.52   | \$37.39  | \$44.25 |
| Public Works Director (unfunded)                | 28    | \$30.52   | \$37.39  | \$44.25 |
| Water/Sewer Utilities Director (unfunded)       | 28    | \$30.52   | \$37.39  | \$44.25 |
| Park & Zoo Director                             | 27    | \$29.05   | \$35.59  | \$42.12 |
|                                                 | 26    | \$27.66   | \$33.89  | \$40.11 |
| I.T. Technician/Coordinator                     | 25    | \$26.43   | \$32.38  | \$38.32 |
| Assistant Director of Public Works & Utilities  | 24    | \$25.22   | \$30.90  | \$36.57 |
| City Clerk/Treasurer                            | 23    | \$24.06   | \$29.48  | \$34.89 |
| Assistant Director of Utilities                 | 22    | \$22.97   | \$28.14  | \$33.31 |
| Assistant Public Works Director                 | 22    | \$22.97   | \$28.14  | \$33.31 |
| Chief Water Plant Operator                      | 22    | \$22.97   | \$28.14  | \$33.31 |
| Chief Wastewater Plant Operator                 | 22    | \$22.97   | \$28.14  | \$33.31 |
| Deputy City Clerk                               | 21    | \$21.85   | \$26.77  | \$31.68 |
| Administrative Assistant                        | 21    | \$21.85   | \$26.77  | \$31.68 |
| Airport Supervisor                              | 20    | \$20.90   | \$25.61  | \$30.31 |
| Dispatch/Records Supervisor                     | 20    | \$20.90   | \$25.61  | \$30.31 |
| Sanitation Supervisor                           | 20    | \$20.90   | \$25.61  | \$30.31 |
| Street Supervisor                               | 20    | \$20.90   | \$25.61  | \$30.31 |
| Water/Sewer Supervisor                          | 20    | \$20.90   | \$25.61  | \$30.31 |
|                                                 | 20    | \$20.90   | \$25.61  | \$30.31 |
| Building Inspector                              | 19    | \$20.10   | \$24.63  | \$29.15 |
| Water Plant Operator II                         | 19    | \$20.10   | \$24.63  | \$29.15 |
| Wastewater Plant Operator II                    | 19    | \$20.10   | \$24.63  | \$29.15 |
| Administrative Aide                             | 18    | \$19.16   | \$23.47  | \$27.78 |
| Events Coord/Memorial Hall Supervisor           | 18    | \$19.16   | \$23.47  | \$27.78 |
| Lead Dispatcher                                 | 18    | \$19.16   | \$23.47  | \$27.78 |
| Parks Supervisor                                | 18    | \$19.16   | \$23.47  | \$27.78 |
| Zoo Supervisor                                  | 18    | \$19.16   | \$23.47  | \$27.78 |
| Building Inspector Trainee                      | 17    | \$18.41   | \$22.55  | \$26.69 |
| Clerk III                                       | 17    | \$18.41   | \$22.55  | \$26.69 |
| Animal Control/Bailiff/Code Enforcement Officer | 17    | \$18.41   | \$22.55  | \$26.69 |
| Court Clerk III                                 | 17    | \$18.41   | \$22.55  | \$26.69 |
| Maintenance III                                 | 17    | \$18.41   | \$22.55  | \$26.69 |
| Public Service Worker III                       | 17    | \$18.41   | \$22.55  | \$26.69 |
| Water Plant Operator I                          | 17    | \$18.41   | \$22.55  | \$26.69 |
| Wastewater Plant Operator I                     | 17    | \$18.41   | \$22.55  | \$26.69 |
| Zookeeper III                                   | 17    | \$18.41   | \$22.55  | \$26.69 |
| Dispatcher/Clerk II                             | 16    | \$17.71   | \$21.70  | \$25.68 |
| Community Service Officer                       | 15    | \$17.06   | \$20.90  | \$24.74 |

| Grade | Pay Range |           |           |
|-------|-----------|-----------|-----------|
|       | Minimum   | Midpoint  | Maximum   |
| 36    | \$92,331  | \$113,110 | \$133,890 |
| 35    | \$87,942  | \$107,744 | \$127,525 |
| 34    | \$84,282  | \$103,251 | \$122,200 |
| 33    | \$80,267  | \$98,342  | \$116,397 |
| 32    | \$76,440  | \$93,642  | \$110,843 |
| 31    | \$72,987  | \$89,419  | \$105,830 |
| 30    | \$69,742  | \$85,446  | \$101,130 |
| 29    | \$66,498  | \$81,474  | \$96,429  |
| 29    | \$66,498  | \$81,474  | \$96,429  |
| 29    | \$66,498  | \$81,474  | \$96,429  |
| 28    | \$63,482  | \$77,771  | \$92,040  |
| 28    | \$63,482  | \$77,771  | \$92,040  |
| 28    | \$63,482  | \$77,771  | \$92,040  |
| 28    | \$63,482  | \$77,771  | \$92,040  |
| 27    | \$60,424  | \$74,027  | \$87,610  |
| 26    | \$57,533  | \$70,491  | \$83,429  |
| 25    | \$54,974  | \$67,350  | \$79,706  |
| 24    | \$52,458  | \$64,272  | \$76,066  |
| 23    | \$50,045  | \$61,318  | \$72,571  |
| 22    | \$47,778  | \$58,531  | \$69,285  |
| 22    | \$47,778  | \$58,531  | \$69,285  |
| 22    | \$47,778  | \$58,531  | \$69,285  |
| 22    | \$47,778  | \$58,531  | \$69,285  |
| 22    | \$47,778  | \$58,531  | \$69,285  |
| 21    | \$45,448  | \$55,682  | \$65,894  |
| 21    | \$45,448  | \$55,682  | \$65,894  |
| 20    | \$43,472  | \$53,269  | \$63,045  |
| 20    | \$43,472  | \$53,269  | \$63,045  |
| 20    | \$43,472  | \$53,269  | \$63,045  |
| 20    | \$43,472  | \$53,269  | \$63,045  |
| 20    | \$43,472  | \$53,269  | \$63,045  |
| 19    | \$41,808  | \$51,230  | \$60,632  |
| 19    | \$41,808  | \$51,230  | \$60,632  |
| 19    | \$41,808  | \$51,230  | \$60,632  |
| 18    | \$39,853  | \$48,818  | \$57,782  |
| 18    | \$39,853  | \$48,818  | \$57,782  |
| 18    | \$39,853  | \$48,818  | \$57,782  |
| 18    | \$39,853  | \$48,818  | \$57,782  |
| 17    | \$38,293  | \$46,904  | \$55,515  |
| 17    | \$38,293  | \$46,904  | \$55,515  |
| 17    | \$38,293  | \$46,904  | \$55,515  |
| 17    | \$38,293  | \$46,904  | \$55,515  |
| 17    | \$38,293  | \$46,904  | \$55,515  |
| 16    | \$36,837  | \$45,136  | \$53,414  |
| 15    | \$35,485  | \$43,472  | \$51,459  |



# City of Independence

## 2024 Pay Plan



### Hourly Pay Rates

### Annual Pay Rates

| Position                            | Grade | Pay Range |          |         | Grade | Pay Range |          |          |
|-------------------------------------|-------|-----------|----------|---------|-------|-----------|----------|----------|
|                                     |       | Minimum   | Midpoint | Maximum |       | Minimum   | Midpoint | Maximum  |
| Clerk II                            | 14    | \$16.42   | \$20.12  | \$23.81 | 14    | \$34,154  | \$41,850 | \$49,525 |
| Court Clerk II                      | 14    | \$16.42   | \$20.12  | \$23.81 | 14    | \$34,154  | \$41,850 | \$49,525 |
| Maintenance II                      | 14    | \$16.42   | \$20.12  | \$23.81 | 14    | \$34,154  | \$41,850 | \$49,525 |
| Public Service Worker II            | 14    | \$16.42   | \$20.12  | \$23.81 | 14    | \$34,154  | \$41,850 | \$49,525 |
| Water Plant Operator Trainee        | 14    | \$16.42   | \$20.12  | \$23.81 | 14    | \$34,154  | \$41,850 | \$49,525 |
| Wastewater Plant Operator Trainee   | 14    | \$16.42   | \$20.12  | \$23.81 | 14    | \$34,154  | \$41,850 | \$49,525 |
| Zookeeper II                        | 14    | \$16.42   | \$20.12  | \$23.81 | 14    | \$34,154  | \$41,850 | \$49,525 |
| Guest Services Coordinator II       | 14    | \$16.42   | \$20.12  | \$23.81 | 14    | \$34,154  | \$41,850 | \$49,525 |
| Animal Control Officer              | 13    | \$15.80   | \$19.36  | \$22.91 | 13    | \$32,864  | \$40,269 | \$47,653 |
| Dispatcher/Clerk I                  | 13    | \$15.80   | \$19.36  | \$22.91 | 13    | \$32,864  | \$40,269 | \$47,653 |
| Secretary                           | 13    | \$15.80   | \$19.36  | \$22.91 | 13    | \$32,864  | \$40,269 | \$47,653 |
|                                     | 12    | \$15.18   | \$18.60  | \$22.01 | 12    | \$31,574  | \$38,688 | \$45,781 |
| Clerk I                             | 11    | \$14.58   | \$17.86  | \$21.14 | 11    | \$30,326  | \$37,149 | \$43,971 |
| Court Clerk I                       | 11    | \$14.58   | \$17.86  | \$21.14 | 11    | \$30,326  | \$37,149 | \$43,971 |
| Guest Services Coordinator I        | 11    | \$14.58   | \$17.86  | \$21.14 | 11    | \$30,326  | \$37,149 | \$43,971 |
| Maintenance I                       | 11    | \$14.58   | \$17.86  | \$21.14 | 11    | \$30,326  | \$37,149 | \$43,971 |
| Public Service Worker I             | 11    | \$14.58   | \$17.86  | \$21.14 | 11    | \$30,326  | \$37,149 | \$43,971 |
| Records Clerk I                     | 11    | \$14.58   | \$17.86  | \$21.14 | 11    | \$30,326  | \$37,149 | \$43,971 |
| Zookeeper I                         | 11    | \$14.58   | \$17.86  | \$21.14 | 11    | \$30,326  | \$37,149 | \$43,971 |
|                                     | 10    | \$14.08   | \$17.25  | \$20.42 | 10    | \$29,286  | \$35,880 | \$42,474 |
|                                     | 9     | \$13.68   | \$16.76  | \$19.84 | 9     | \$28,454  | \$34,861 | \$41,267 |
| Laborer                             | 8     | \$13.19   | \$16.16  | \$19.13 | 8     | \$27,435  | \$33,613 | \$39,790 |
| Office Worker                       | 8     | \$13.19   | \$16.16  | \$19.13 | 8     | \$27,435  | \$33,613 | \$39,790 |
|                                     |       |           |          |         |       |           |          |          |
| <b>Fire/EMS (21-day duty cycle)</b> |       |           |          |         |       |           |          |          |
| Captain / MICT                      | 18    | \$19.16   | \$23.47  | \$27.78 | 18    | \$55,794  | \$68,345 | \$80,895 |
| FF II/MICT                          | 15    | \$17.06   | \$20.90  | \$24.74 | 15    | \$49,679  | \$60,861 | \$72,043 |
| FF I /MICT                          | 14    | \$16.42   | \$20.12  | \$23.81 | 14    | \$47,815  | \$58,589 | \$69,335 |
| Captain / EMT A                     | 14    | \$16.42   | \$20.12  | \$23.81 | 14    | \$47,815  | \$58,589 | \$69,335 |
| Captain / EMT                       | 12    | \$15.18   | \$18.60  | \$22.01 | 12    | \$44,204  | \$54,163 | \$64,093 |
| FF II/EMT A                         | 11    | \$14.58   | \$17.86  | \$21.14 | 11    | \$42,457  | \$52,008 | \$61,560 |
| FF I/EMT-A                          | 10    | \$14.08   | \$17.25  | \$20.42 | 10    | \$41,001  | \$50,232 | \$59,463 |
| FF II/EMT                           | 9     | \$13.68   | \$16.76  | \$19.84 | 9     | \$39,836  | \$48,805 | \$57,774 |
| FF I/EMT                            | 8     | \$13.19   | \$16.16  | \$19.13 | 8     | \$38,409  | \$47,058 | \$55,707 |
| <b>Police (14-day duty cycle)</b>   |       |           |          |         |       |           |          |          |
| Police Captain                      | 23    | \$24.06   | \$29.48  | \$34.89 | 23    | \$50,045  | \$61,318 | \$72,571 |
| Lead Detective                      | 21    | \$21.85   | \$26.77  | \$31.68 | 21    | \$47,720  | \$58,466 | \$69,189 |
| Police Sergeant                     | 21    | \$21.85   | \$26.77  | \$31.68 | 21    | \$47,720  | \$58,466 | \$69,189 |
| Police Detective                    | 20    | \$20.90   | \$25.61  | \$30.31 | 20    | \$45,646  | \$55,932 | \$66,197 |
| Police Officer II                   | 19    | \$20.10   | \$24.63  | \$29.15 | 19    | \$43,898  | \$53,792 | \$63,664 |
| Police Officer I                    | 17    | \$18.41   | \$22.55  | \$26.69 | 17    | \$40,207  | \$49,249 | \$58,291 |
|                                     |       |           |          |         |       |           |          |          |

## 12-Month Percent Change

Series Id: CUUR0000SA0

### Not Seasonally Adjusted

**Series** All items in U.S. city average, all urban consumers, not  
**Title:** seasonally adjusted  
**Area:** U.S. city average  
**Item:** All items  
**Base** 1982-84=100  
**Period:**  
**Years:** 2013 to 2023

| Year | Jan  | Feb | Mar  | Apr  | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | HALF1 | HALF2 | Year Avg |
|------|------|-----|------|------|-----|-----|-----|-----|-----|-----|-----|-----|-------|-------|----------|
| 2013 | 1.6  | 2.0 | 1.5  | 1.1  | 1.4 | 1.8 | 2.0 | 1.5 | 1.2 | 1.0 | 1.2 | 1.5 | 1.5   | 1.4   | 1.48     |
| 2014 | 1.6  | 1.1 | 1.5  | 2.0  | 2.1 | 2.1 | 2.0 | 1.7 | 1.7 | 1.7 | 1.3 | 0.8 | 1.7   | 1.5   | 1.63     |
| 2015 | -0.1 | 0.0 | -0.1 | -0.2 | 0.0 | 0.1 | 0.2 | 0.2 | 0.0 | 0.2 | 0.5 | 0.7 | -0.1  | 0.3   | 0.13     |
| 2016 | 1.4  | 1.0 | 0.9  | 1.1  | 1.0 | 1.0 | 0.8 | 1.1 | 1.5 | 1.6 | 1.7 | 2.1 | 1.1   | 1.5   | 1.27     |
| 2017 | 2.5  | 2.7 | 2.4  | 2.2  | 1.9 | 1.6 | 1.7 | 1.9 | 2.2 | 2.0 | 2.2 | 2.1 | 2.2   | 2.0   | 2.12     |
| 2018 | 2.1  | 2.2 | 2.4  | 2.5  | 2.8 | 2.9 | 2.9 | 2.7 | 2.3 | 2.5 | 2.2 | 1.9 | 2.5   | 2.4   | 2.45     |
|      |      |     |      |      |     |     |     |     |     |     |     |     |       |       |          |
| 2019 | 1.6  | 1.5 | 1.9  | 2.0  | 1.8 | 1.6 | 1.8 | 1.7 | 1.7 | 1.8 | 2.1 | 2.3 | 1.7   | 1.9   | 1.82     |
| 2020 | 2.5  | 2.3 | 1.5  | 0.3  | 0.1 | 0.6 | 1.0 | 1.3 | 1.4 | 1.2 | 1.2 | 1.4 | 1.2   | 1.2   | 1.23     |
| 2021 | 1.4  | 1.7 | 2.6  | 4.2  | 5.0 | 5.4 | 5.4 | 5.3 | 5.4 | 6.2 | 6.8 | 7.0 | 3.4   | 6.0   | 4.70     |
| 2022 | 7.5  | 7.9 | 8.5  | 8.3  | 8.6 | 9.1 | 8.5 | 8.3 | 8.2 | 7.7 | 7.1 | 6.5 | 8.3   | 7.7   | 8.02     |
| 2023 | 6.4  | 6.0 | 5.0  | 4.9  | 4   | 3   | 3.2 | 3.7 | 3.7 | 3.2 | 3.1 |     | 4.9   |       |          |
|      |      |     |      |      |     |     |     |     |     |     |     |     |       |       |          |



**Report**  
**CITY OF INDEPENDENCE**  
**January 11, 2024**

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**Department City Clerk**

**Director Approval David Schwenker**

**AGENDA ITEM** City Board Minutes

**BACKGROUND**

**SUPPORTING DOCUMENTS**

1. December 20, 2023 Recreation Commission Minutes
2. December 20, 2023 Library Board Minutes

# INDEPENDENCE USD #446 RECREATION COMMISSION

**Monthly Meeting December 20, 2023**

**Ash Youth Center  
1501 N. 10<sup>th</sup> Street  
Independence, KS 67301**

## **MEMBERS PRESENT:**

Christy Mavers  
Moises Rivera  
Greg Kelley  
Dustin Woodward

## **OTHERS PRESENT**

Brent Julian  
Lori Bromley  
Nick McBride  
Galen Palmer  
Jim Butts

Christy Mavers opened the meeting at 11:32 a.m.

## **ROUTINE**

### **Agenda**

The agenda was amended to add D. Memorandum of Understanding with the City of Independence under III. Business/Finance. Greg Kelley moved to approve the agenda as amended. Moises Rivera seconded. Motion carried 4-0.

### **Minutes**

Greg Kelley moved to approve the board minutes from the November 15, 2023 meeting. Dustin Woodward. Motion carried 4-0.

### **Bills**

Greg Kelley moved to approve the December 2023 invoices and checks for payment as presented in the amount of \$5,280.47 as well as the bills and employee benefit paid since the previous board meeting in the amount of \$18,219.03. Moises Rivera seconded. Motion carried 4-0.

### **Treasurer's Report**

Galen Palmer reported the following bank balances as of November 30, 2023: First Oak Bank – Checking; \$87,721.27 First Oak Bank – Petty Cash; \$500.00, and Equity Bank – Savings; \$593.81. Dustin Woodward moved to approve the treasurer's report as presented. Greg Kelley seconded. Motion carried 4-0.

## **PROGRAMS/OPERATIONS**



### **Maintenance Report**

Jim Butts answered any questions the board had on the maintenance report. A discussion was held on pool maintenance. Christy Mavers asked how the construction with Crossland is going at the new sports complex and Jim stated it has been slowing down recently, but he continues to check in with them often. Christy asked about the plaques that were displayed down on the complex and Brent stated they have all been moved for safe keeping.

### **Programs/Sports Report**

Nick McBride answered any questions the board had on the programs and sports report. A discussion was held on the youth activities Nick is offering over Christmas break at the Ash Youth Center such as a pickleball tournament, a free throw contest, and floor hockey among others. Brent stated the indoor pool will be open on the regular weekend hours.

### **Director/Aquatics/Special Events Report**

Brent Julian answered any questions the board had on the director's, aquatics and special events report. A discussion was held on Advanced PT renting the Ash Center pool for physical therapy sessions and Christy asked if any other groups were interested. Brent stated that a few have inquired but nothing has ever transpired. Dustin Woodward asked if the school district has athletic trainers that can use it, but Christy stated there has not been an actual paid trainer in several years only the swim team uses it.

## **BUSINESS/FINANCE**

### **Central Park Sports Complex Update**

Brent stated that he wanted to give an update on the new Central Park Sports Complex this morning and was hoping Lacey Lies, with the City of Independence, would be present to ask some questions, but unfortunately she is not able to make it today. Brent stated that a lot of work has been done on the complex and they are actually ahead of schedule. Christy Mavers asked about the plan for youth baseball/softball next summer and Brent stated that all four youth fields will be done in time for ball season, and worst case scenario it gets moved back a couple of weeks.

### **Employee Sick Leave and Vacation**

Brent reminded the board members that they wanted to see how much sick and vacation time employees have in light of Nick officiating college soccer and using his leave in order to do so. Brent stated that staff takes vacation when they coach or officiate games. Christy asked if the subject could be tabled until next month when Joseph Housel is present since he was the one to request the information. The commission agreed to continue the discussion at the January meeting.

### **Quick Term Loan from First Oak Bank**

Brent discussed the possibility of obtaining a short-term loan from First Oak Bank in order for IRC to be able to meet its financial obligations in January if necessary. Brent informed the board that IRC will end December with approximately \$36,000 in the bank, which may not be

enough to get completely through the month of January and into the first of February. Brent stated IRC's large Ad valorem check is not due in until the first week in February and he would like to go ahead and get approval for a short-term loan if needed. Brent stated that he felt a loan for \$50,000 would be sufficient to get IRC through the first week in February. Brent informed the board that in past years the loan has been paid back within one month, and First Oak usually charges IRC about \$500 in interest. Moises Rivera moved to approve a short-term loan as needed through First Oak Bank in the amount of \$50,000. Greg Kelley seconded. Motion carried 4-0.

### **Memorandum of Understanding with the City of Independence**

The City of Independence was allowed to pursue additional FEMA funds for the ball fields on Park St. The city is purchasing a new John Deere Gator with these funds and it is to be used at the new Central Park Sports Complex. Brent stated they have asked him to sign a memo of understanding, along with the Mayor, stating that IRC will be responsible for the maintenance of the Gator, as well as the fuel costs, and the city may have access to the Gator as needed. Greg Kelley moved to approve the signing of the memorandum of understanding with the City of Independence regarding the purchase of a John Deere Gator. Dustin Woodward seconded. Motion carried 4-0.

### **Executive Session**

There was no need for an Executive Session.

### **Items From the Commission**

There were no items from the commission.

### **Agreement for Action on Items from the Commission**

There were no agreements for action on items from the commission.

Dustin Woodward filled in as the IRC Secretary in Joseph Housel's absence.

### **Adjournment**

Greg Kelley moved to adjourn the meeting. Dustin Woodward seconded. Christy Mavers adjourned the meeting at 12:00 p.m.

Respectfully Submitted,

Dustin Woodward  
Acting Secretary

## Independence Public Library Board of Trustees Meeting

Wednesday, December 20, 2023

### REGULAR SESSION

**Board Member Present:** Michelle Avery, Chairman, **Trustees:** Carolyn Torrance, Ron Schwatken, England Porter and Tom Sewell

**Also Attending Library Director:** John Long and **Recording Secretary G:** Michelle A. called the meeting to order at 5:19 p.m.

#### I CALL TO ORDER:

1. **Adoption of Agenda:** Tom S. moved and Ron S. seconded a motion to approve the agenda as printed. Motion carried.
2. **Approval of Minutes:** Ron S. moved and Carolyn T. seconded to approve the minutes of the last meeting. Motion carried.

#### II CONSENT AGENDA: The Consent of Agenda was adopted as presented.

1. **Approval of Accounting** for previous month was adopted as presented.
2. **Approval of Bills** for the previous month was adopted. Total expenses for bills for month of November were **\$44,659.47**
3. **Approval of Payroll** for previous month was adopted.

#### III OLD BUSINESS

1. **Security Update:** Moved hours for Maintenance Man to day shift. Installed hinges on top and bottom of both sides of the front entrance door. Made sure all Panic Buttons are working. Checking into putting a gate at top of stairs (3<sup>rd</sup> floor). It may not be possible.

#### IV NEW BUSINESS:

1. **Staff Pay Grades:** Based on our approved budget, staff will receive a cost of living pay increase. Tom S. made a motion to accept the pay increase for staff and was seconded by England P. Motion carried
2. **Holiday Policy/Closings:** Director discussed having Martin Luther Kings Birthday as a holiday for the staff. After much discussion it was determined for diversity purposes that the library would be given Martin Luther King's Birthday as an additional day off. England P. moved to amend the proposed policy to include Juneteenth. Carolyn T. seconded that motion.
  - a. Floating Holiday is normally used on Neewollah. Carolyn T. made a motion to be closed on the Friday of Neewollah. England P. seconded the motion. Motion carried.
  - b. A motion was made by England P. to close at 2:00 on the Thursday Neewollah. It was seconded by Ron S. Motion carried
  - c. A motion was made by Ron S. and seconded by Carolyn T. to close the library from 24 December to 2 January. Motion carried.

**V STAFF REPORT:**

1. Love Offering for Bill Gour and his Wife Raina
2. 100 people showed up for the Christmas Lightening.
3. Children Librarian (Jacob) will be leaving for another position and will be replaced.
4. Open Access is going well.

Library Presence in the community

1. **Oliver the Cat:** Liz Moore wrote an article about Oliver. It was cute. Oliver has been to the Vet. **Friends** funds pay for cat food and treatment.
2. **Small Business Center** is being used more.

VII **COMMENTS FROM MEMBERS OF THE BOARD:** Children's Librarian is well liked in the community.

VII **ADJOURNMENT:** Meeting adjourned at 6:00 p.m. The next regular meeting is scheduled for Wednesday, January 17, 2024, at 5:15 p.m.



**Report**  
**CITY OF INDEPENDENCE**  
**January 11, 2024**

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**Department Finance**

**Director Approval Lacey Lies**

**AGENDA ITEM** November 2023 Sales Tax Report

**BACKGROUND**

**SUPPORTING DOCUMENTS**

1. November 2023 Sales Tax Report



# SALES TAX REPORT NOVEMBER 2023

City of Independence Kansas

## CITY OF INDEPENDENCE REPORT ON 1% SALES TAX REPORTED FOR NOVEMBER 2023.

3% Sales Tax is collected in the City of Independence.  
1% for General Fund Support; 1% for Education; and  
1% for Special Uses.

**Lacey Lies**

Finance Director



## Sales Tax Report for November 2023

Sales and Use taxes are Independence's largest funding source. The City receives a portion of the overall sales taxes you pay within city limits for use as indicated below. The projected revenue generated from all sales and use taxes for 2023 is \$6,750,000, which is 57% higher than all ad valorem taxes generated for the City.

| Sales Tax Breakdown                         | Percent      |
|---------------------------------------------|--------------|
| City of Independence General Fund Sales Tax | 1.00%        |
| City of Independence Educational Sales Tax  | 1.00%        |
| City of Independence Special Use Sales Tax  | 1.00%        |
| General Fund Support                        | 0.25%        |
| Debt Support                                | 0.31%        |
| Economic Development                        | 0.05%        |
| Building & Facility                         | 0.12%        |
| Streets                                     | 0.27%        |
| <b>CITY TOTAL</b>                           | <b>3.00%</b> |
| State of Kansas                             | 6.50%        |
| <b>TOTAL SALES TAX</b>                      | <b>9.50%</b> |

The amounts listed in this report represent 1% Sales Tax Collections. 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 November receipts shown in this report were from sales in September 2023.

- **November** receipts totaled **\$205,710**, which is an **INCREASE of \$7,308** from November 2022, or **up 3.7%** (see Graph 2, “November 1% Sales Tax 10 Year History”).
- November 2023 receipts are the **HIGHEST November** receipts in the 10-year history, (see Graph 2, “November 1% Sales Tax 10 Year History”).
- Annualized FY 2023 1% sales tax collected is **\$2,502,291, or \$252,291 over** our **budgeted** amount of \$2,250,000, or **11.2% higher than the budget**, and projected **0.2% under 2022 actual** collections.
- With eleven months reported, we have **collected 101.9%** of the FY 2023 budgeted amount of \$2,250,000.
- The **Compensating Use** sales tax portion made up **15.9%** of the \$205,710 total (\$32,629) (see Graph 5 “2022 1% Sales Tax – Monthly/Compensating Use Sales Tax and Sales Tax.”).

**THANK YOU**  
**For Supporting Local!**





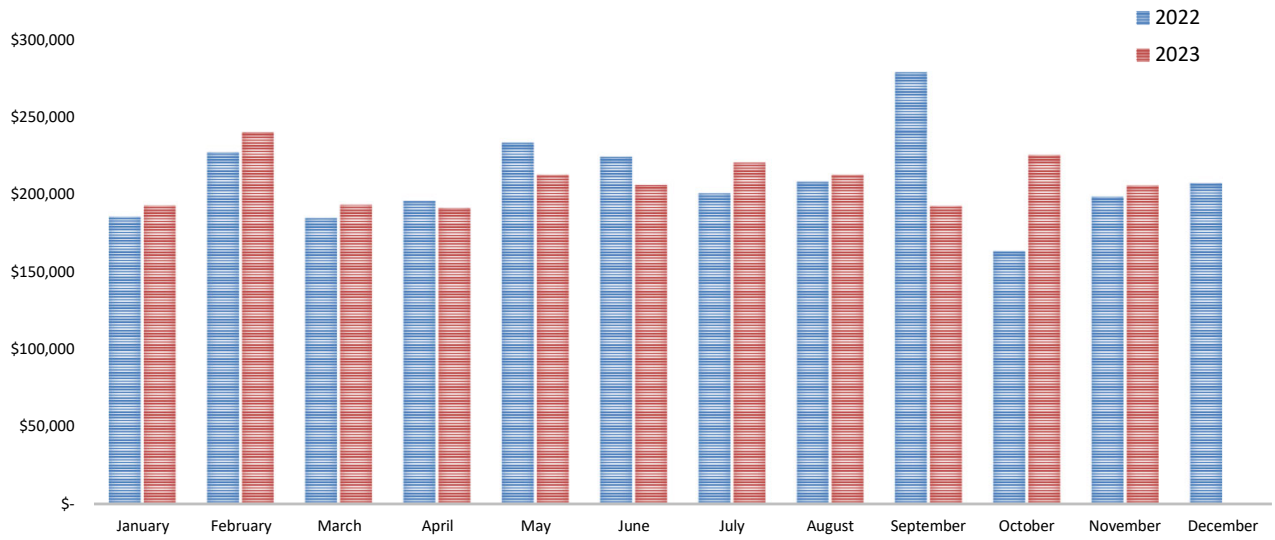
## City of Independence Sales Tax - 1%

### Comparison and History January - November 2023

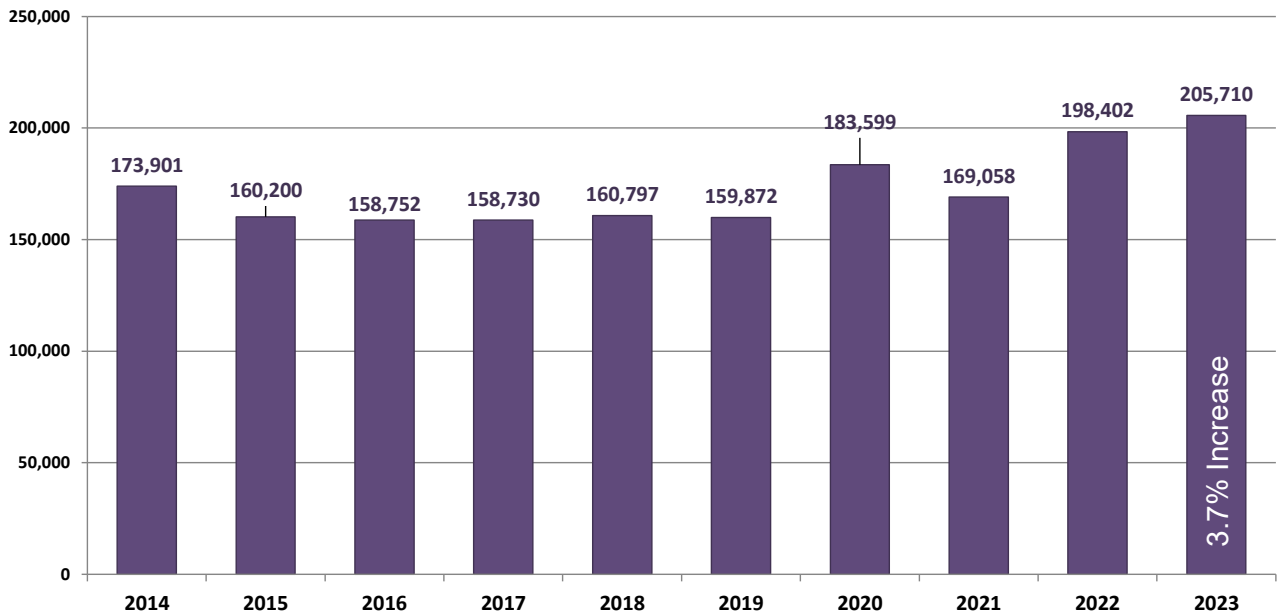
|                                        | Fiscal Year         | Fiscal Year          | Fiscal Year         | Fiscal Year                       | Fiscal Year         | Fiscal Year         | %<br>Change | %<br>Change  |
|----------------------------------------|---------------------|----------------------|---------------------|-----------------------------------|---------------------|---------------------|-------------|--------------|
| Month                                  | 2018                | 2019                 | 2020                | 2021                              | 2022                | 2023                | FY 22-23    | YTD          |
| January                                | 163,240             | 172,377              | 169,033             | 163,252                           | 185,340             | 192,816             | 4.0%        | 4.0%         |
| February                               | 165,834             | 178,399              | 200,053             | 187,879                           | 227,272             | 240,332             | 5.7%        | 5.0%         |
| March                                  | 146,833             | 167,292              | 149,607             | 178,907                           | 184,767             | 193,222             | 4.6%        | 4.9%         |
| April                                  | 155,702             | 139,790              | 172,804             | 167,798                           | 195,697             | 191,365             | -2.2%       | 3.1%         |
| May                                    | 183,899             | 187,854              | 166,798             | 205,282                           | 233,465             | 212,641             | -8.9%       | 0.4%         |
| June                                   | 147,180             | 158,263              | 179,353             | 206,304                           | 224,267             | 206,139             | -8.1%       | -1.1%        |
| July                                   | 167,392             | 169,308              | 179,594             | 181,396                           | 200,760             | 220,603             | 9.9%        | 0.4%         |
| August                                 | 174,341             | 180,142              | 221,770             | 196,182                           | 208,086             | 212,711             | 2.2%        | 0.6%         |
| September                              | 159,813             | 186,618              | 166,847             | 196,679                           | 278,674             | 192,686             | -30.9%      | -3.9%        |
| October                                | 163,360             | 164,463              | 177,190             | 179,011                           | 163,298             | 225,542             | 38.1%       | -0.6%        |
| <b>November</b>                        | <b>160,797</b>      | <b>159,872</b>       | <b>183,599</b>      | <b>169,058</b>                    | <b>198,402</b>      | <b>205,710</b>      | <b>3.7%</b> | <b>-0.3%</b> |
| December                               | 166,699             | 159,474              | 169,275             | 211,556                           | 207,198             |                     |             |              |
|                                        |                     |                      |                     |                                   |                     |                     |             |              |
| <b>Total:</b>                          | <b>\$ 1,955,089</b> | <b>\$ 2,023,851</b>  | <b>\$ 2,135,922</b> | <b>\$ 2,243,303</b>               | <b>\$ 2,507,226</b> | <b>\$ 2,293,766</b> |             |              |
| % change                               | 3%                  | 4%                   | 6%                  | 5.0%                              | 11.8%               | -8.5%               |             |              |
| Dec CPI % Change                       | 1.9%                | 2.3%                 | 1.4%                | 7.0%                              | 6.5%                |                     |             |              |
|                                        |                     | <b>Annual Budget</b> | \$ 2,135,922        | \$ 2,243,303                      | \$ 2,507,226        | \$ 2,502,291        | \$ (4,935)  |              |
|                                        |                     |                      | \$ 1,931,101        | \$ 1,935,000                      | \$ 2,050,000        | \$ 2,250,000        | \$ 200,000  |              |
| <b>Collections Over (under) Budget</b> |                     |                      | <b>\$ 204,821</b>   | <b>\$ 308,303</b>                 | <b>\$ 457,226</b>   | <b>\$ 252,291</b>   |             |              |
|                                        |                     |                      |                     | <b>Projected % Over PY Actual</b> | <b>11.8%</b>        | <b>-0.2%</b>        |             |              |
|                                        |                     |                      |                     | <b>YTD % of Budget Collected</b>  | <b>122.3%</b>       | <b>101.9%</b>       |             |              |
|                                        |                     |                      |                     | <b>Projected % Over Budget</b>    | <b>22.3%</b>        | <b>11.2%</b>        |             |              |



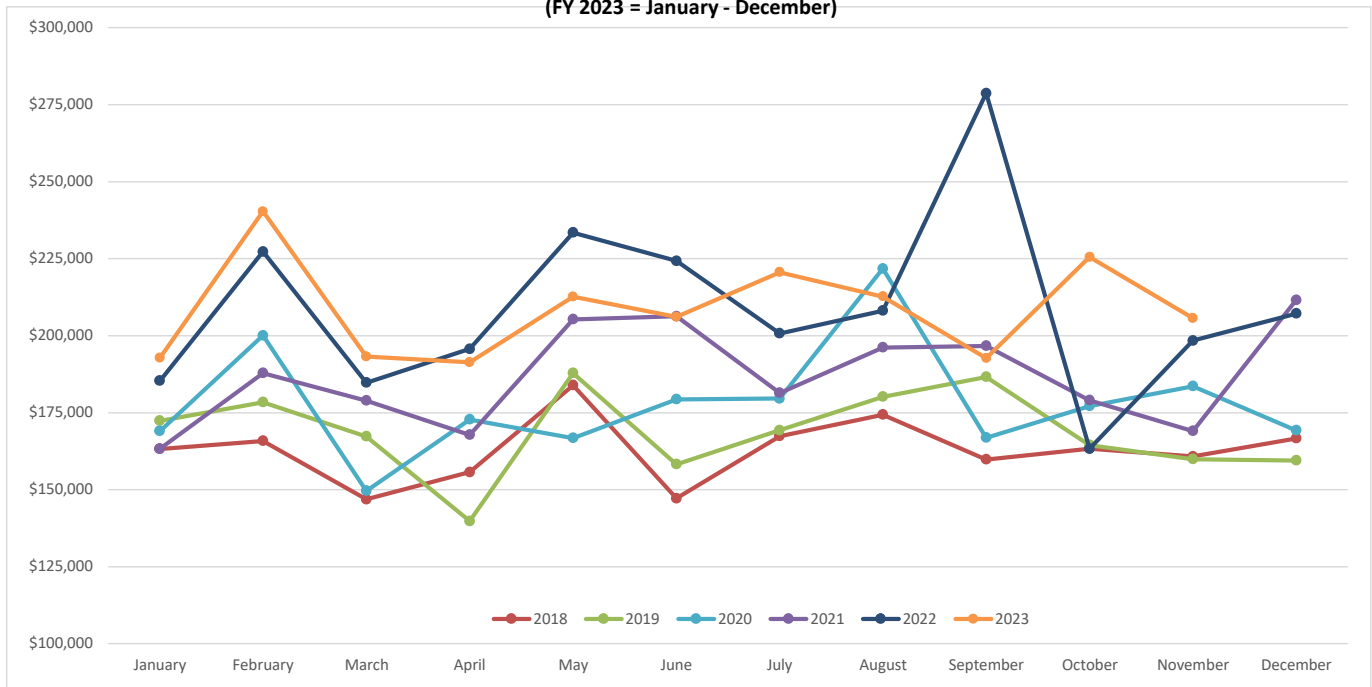
### Sales Tax FY 2022 - FY 2023 Comparison



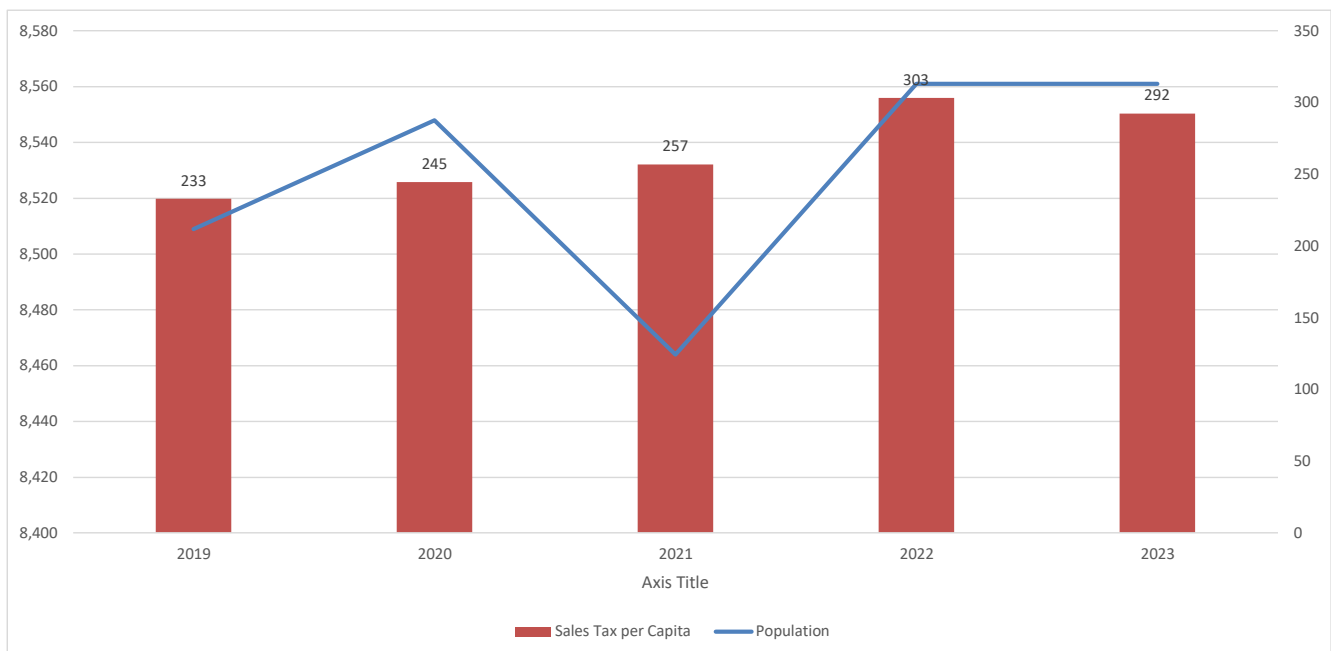
### November 1% Sales Tax 10 Year History FY 2014 - FY 2023



**Sales Tax History Comparison - FY 2018 - FY 2023**  
(FY 2023 = January - December)



**Sales Tax per Capita and Population Trend**



### 2023 Sales Tax - One Percent General Fund

Compensating Use Sales Tax and Sales Tax





**Report**  
**CITY OF INDEPENDENCE**  
**January 11, 2024**

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**Department Finance**

**Director Approval Lacey Lies**

**AGENDA ITEM** December 2023 Sales Tax Report

**BACKGROUND**

**SUPPORTING DOCUMENTS**

1. December 2023 Sales Tax Report



# SALES TAX REPORT DECEMBER 2023

City of Independence Kansas

CITY OF INDEPENDENCE REPORT ON 1%  
SALES TAX REPORTED FOR DECEMBER 2023.  
3% Sales Tax is collected in the City of Independence.  
1% for General Fund Support; 1% for Education; and  
1% for Special Uses.

Lacey Lies  
Finance Director



## Sales Tax Report for December 2023

Sales and Use taxes are Independence's largest funding source. The City receives a portion of the overall sales taxes you pay within city limits for use as indicated below. The projected revenue generated from all sales and use taxes for 2023 is \$6,750,000, which is 57% higher than all ad valorem taxes generated for the City.

| Sales Tax Breakdown                         | Percent      |
|---------------------------------------------|--------------|
| City of Independence General Fund Sales Tax | 1.00%        |
| City of Independence Educational Sales Tax  | 1.00%        |
| City of Independence Special Use Sales Tax  | 1.00%        |
| General Fund Support                        | 0.25%        |
| Debt Support                                | 0.31%        |
| Economic Development                        | 0.05%        |
| Building & Facility                         | 0.12%        |
| Streets                                     | 0.27%        |
| <b>CITY TOTAL</b>                           | <b>3.00%</b> |
| State of Kansas                             | 6.50%        |
| <b>TOTAL SALES TAX</b>                      | <b>9.50%</b> |

The amounts listed in this report represent 1% Sales Tax Collections. 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 December receipts shown in this report were from sales in October 2023.

- **December** receipts totaled **\$184,773**, which is a **DECREASE of \$22,425** from December 2022, or **down 10.8%** (see Graph 2, “December 1% Sales Tax 10 Year History”).
- December 2023 receipts are the **THIRD HIGHEST December** receipts in the 10-year history, (see Graph 2, “December 1% Sales Tax 10 Year History”).
- Total FY 2023 1% sales tax collected is **\$2,478,539**, or **\$228,539 over** our **budgeted** amount of \$2,250,000, or **10.2% higher than the budget.**
- Total FY 2023 sales tax collections are **1.1%**, or **\$28,686 under** 2022 total collections.
- The **Compensating Use** sales tax portion made up **17.6%** of the \$184,773 total (\$32,486) (see Graph 5 “2022 1% Sales Tax – Monthly/Compensating Use Sales Tax and Sales Tax.”).

**THANK YOU**  
**For Supporting Local!**





## City of Independence Sales Tax - 1%

### Comparison and History January - December 2023

|                 | Fiscal Year    | Fiscal Year    | Fiscal Year    | Fiscal Year    | Fiscal Year    | Fiscal Year    | %<br>Change   | %<br>Change  |
|-----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|--------------|
| Month           | 2018           | 2019           | 2020           | 2021           | 2022           | 2023           | FY 22-23      | YTD          |
| January         | 163,240        | 172,377        | 169,033        | 163,252        | 185,340        | 192,816        | 4.0%          | 4.0%         |
| February        | 165,834        | 178,399        | 200,053        | 187,879        | 227,272        | 240,332        | 5.7%          | 5.0%         |
| March           | 146,833        | 167,292        | 149,607        | 178,907        | 184,767        | 193,222        | 4.6%          | 4.9%         |
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| September       | 159,813        | 186,618        | 166,847        | 196,679        | 278,674        | 192,686        | -30.9%        | -3.9%        |
| October         | 163,360        | 164,463        | 177,190        | 179,011        | 163,298        | 225,542        | 38.1%         | -0.6%        |
| November        | 160,797        | 159,872        | 183,599        | 169,058        | 198,402        | 205,710        | 3.7%          | -0.3%        |
| <b>December</b> | <b>166,699</b> | <b>159,474</b> | <b>169,275</b> | <b>211,556</b> | <b>207,198</b> | <b>184,773</b> | <b>-10.8%</b> | <b>-1.1%</b> |

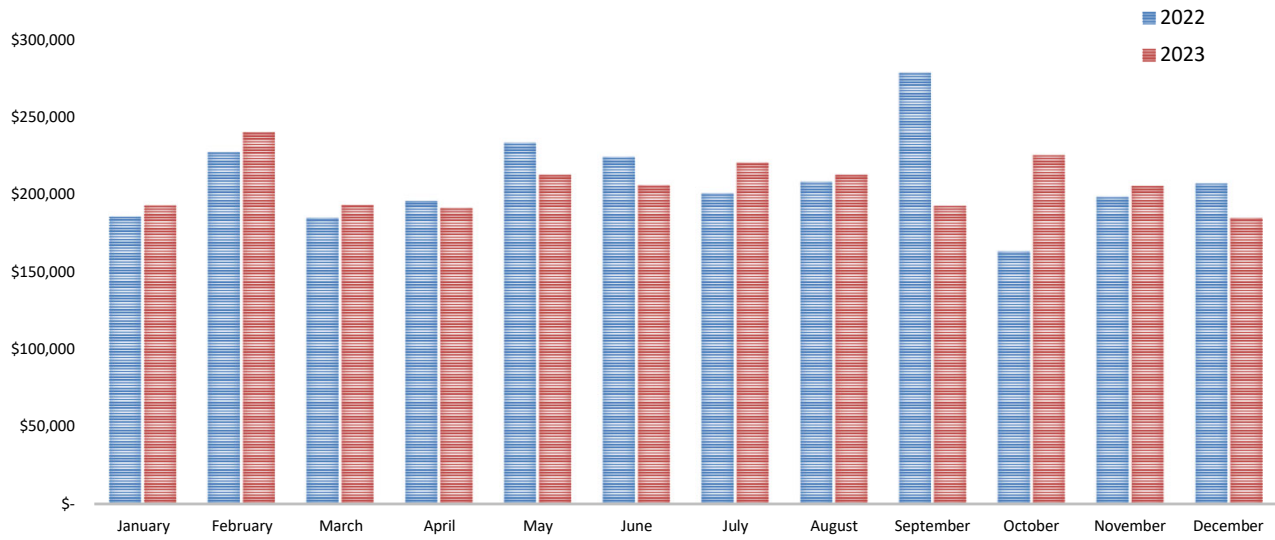


|                   |                     |                     |                     |                     |                     |                     |  |
|-------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|--|
| <b>Total:</b>     | <b>\$ 1,955,089</b> | <b>\$ 2,023,851</b> | <b>\$ 2,135,922</b> | <b>\$ 2,243,303</b> | <b>\$ 2,507,226</b> | <b>\$ 2,478,539</b> |  |
| % change          | 3%                  | 4%                  | 6%                  | 5.0%                | 11.8%               | -1.1%               |  |
| *Oct CPI % Change | 2.5%                | 1.8%                | 1.2%                | 6.2%                | 7.7%                | 3.2%                |  |

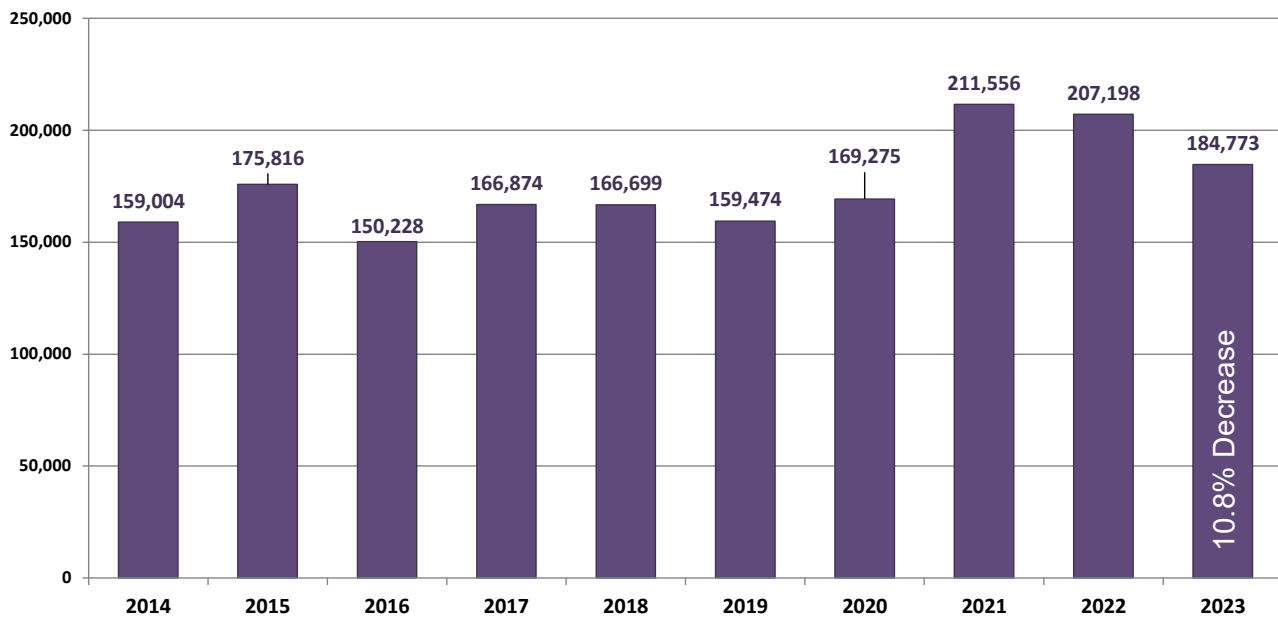
\*Note previous versions showed December CPI % Change. Since December amounts reflect collections from October sales, this has been updated.

|                                        |                     |                     |                     |                     |                    |
|----------------------------------------|---------------------|---------------------|---------------------|---------------------|--------------------|
| <b>Annual Budget</b>                   | <b>\$ 2,135,922</b> | <b>\$ 2,243,303</b> | <b>\$ 2,507,226</b> | <b>\$ 2,478,539</b> | <b>\$ (28,686)</b> |
|                                        | <b>\$ 1,931,101</b> | <b>\$ 1,935,000</b> | <b>\$ 2,050,000</b> | <b>\$ 2,250,000</b> | <b>\$ 200,000</b>  |
| <b>Collections Over (under) Budget</b> | <b>\$ 204,821</b>   | <b>\$ 308,303</b>   | <b>\$ 457,226</b>   | <b>\$ 228,539</b>   |                    |
| <b>Projected % Over PY Actual</b>      |                     |                     | <b>11.8%</b>        | <b>-1.1%</b>        |                    |
| <b>YTD % of Budget Collected</b>       |                     |                     | <b>122.3%</b>       | <b>110.2%</b>       |                    |
| <b>Projected % Over Budget</b>         |                     |                     | <b>22.3%</b>        | <b>10.2%</b>        |                    |

### Sales Tax FY 2022 - FY 2023 Comparison

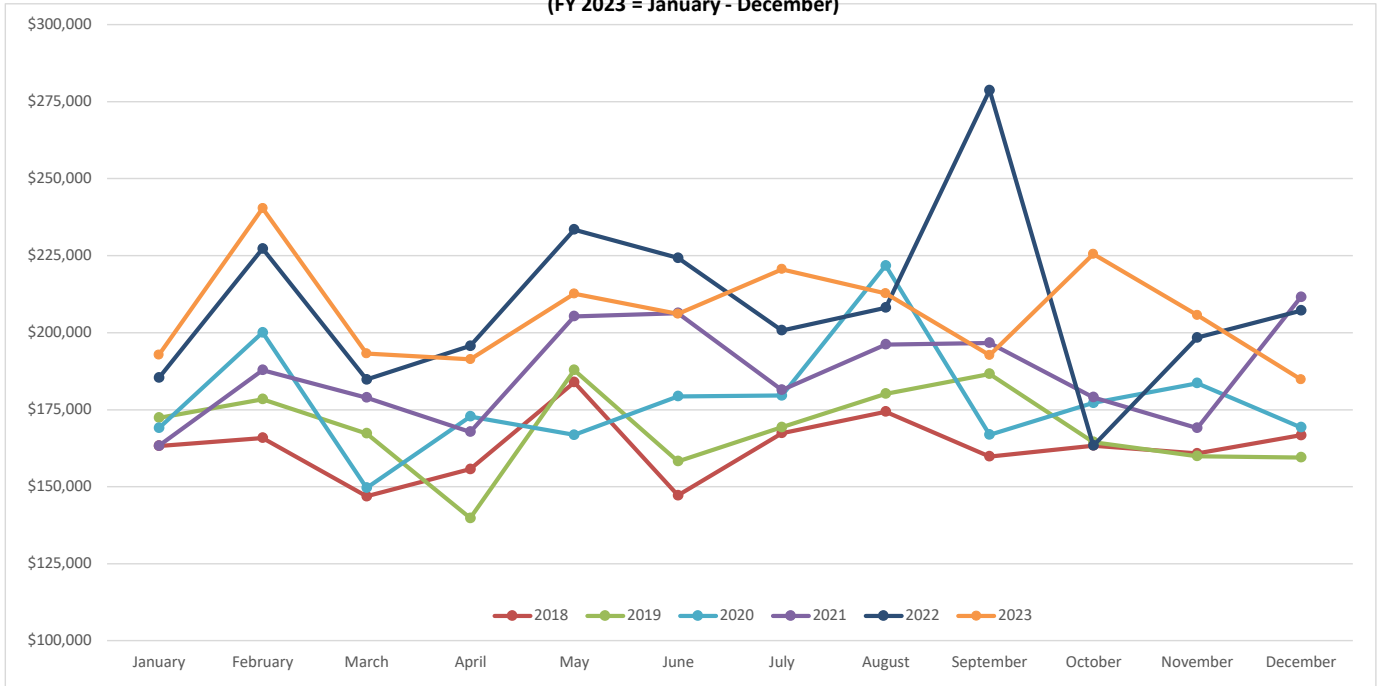


### December 1% Sales Tax 10 Year History FY 2014 - FY 2023

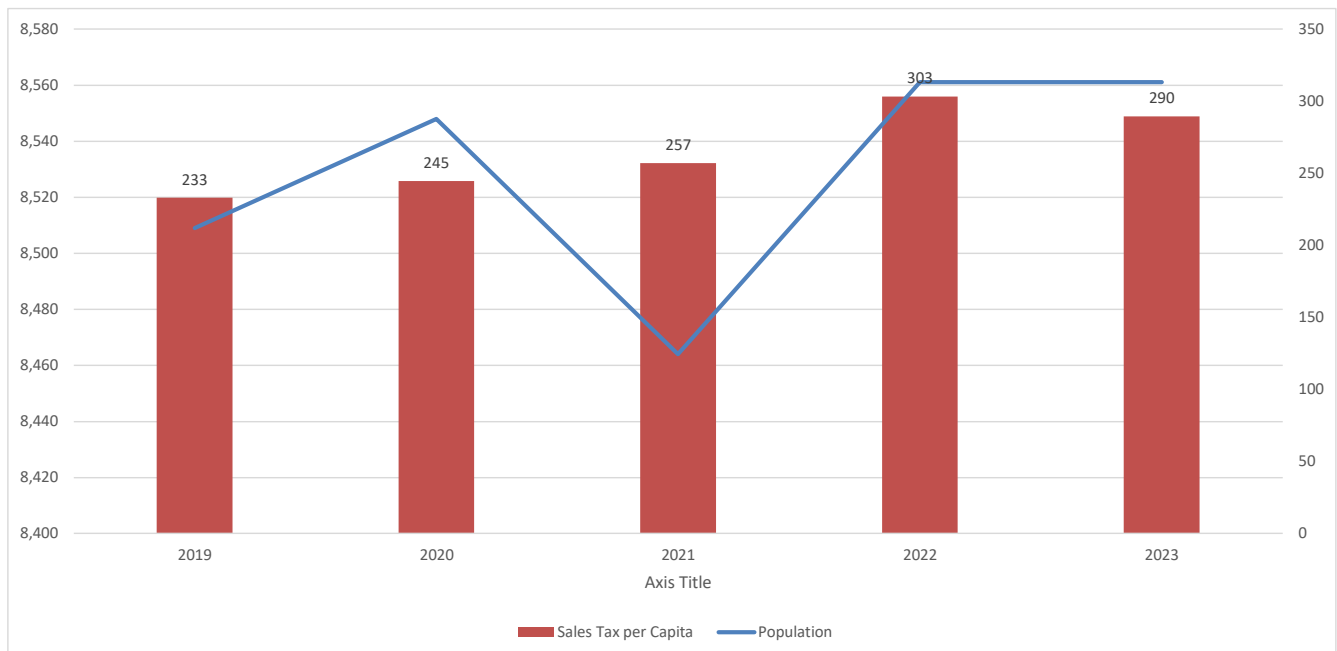




### Sales Tax History Comparison - FY 2018 - FY 2023 (FY 2023 = January - December)



### Sales Tax per Capita and Population Trend



### 2023 Sales Tax - One Percent General Fund

Compensating Use Sales Tax and Sales Tax

