

INDEPENDENCE CITY COMMISSION

**REGULAR SESSION AGENDA**

May 12, 2022

5:30 PM

Civic Center Memorial Hall

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

The Independence City Commission will meet in a Regular Session on **Thursday, May 12, 2022, in the Civic Center Memorial Hall.**

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. PRESENTATIONS

- A. Presentation of Lifesaving Awards for Keenan Fyfe and Jordan Schmidt.

III. CONSENT AGENDA

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

- A. Consider approving City Commission minutes from February 1, 10, 16 and 24, 2022.
- B. Consider authorizing a maintenance agreement with the Gun Club.
- C. Consider a right-of-way agreement with Kansas Fiber Network.
- D. Consider authorizing a Greenbush Energy Group Participation Agreement & Hedging Authorization, and Woodriver Energy Base Agreement to acquire natural gas.
- E. Consider assigning a lease with Regional Medical Labs to Laboratory Corporation of America Holdings
- F. Consider adopting an ordinance repealing certain provisions of the City Weed Ordinance and setting forth vegetation height at 8 inches.

IV. ITEMS FOR COMMISSION ACTION

- A. Consider proclaiming May 22, 2022 as "Harold R. Andrews American Legion Auxiliary Unit 139 Centennial Day"; and consider proclaiming May 27, 2022 as National Poppy Day.
- B. Consider proclaiming May 15th through 21st as EMS Week.
- C. Consider City Board Appointments.
- D. Consider accepting a land donation from Evergy for the Central Park Sports Complex Project
- E. Consider approving Change Orders for the Fire-EMS project.
- F. Consider adopting a Resolution of Support for a Transportation Alternatives Program Application and Maintenance Commitment.

G. Consider adopting an ordinance defining an Upper Story Dwelling, and an ordinance establishing a moratorium against the enforcement of a portion of the zoning code.

V. REPORTS

A. Reminder of May 18, 2022 Special Commission Meeting.

VI. CITY MANAGER'S COMMENTS

VII. COMMISSIONERS' COMMENTS

VIII. PUBLIC CONCERNS

IX. ADJOURNMENT



**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 12, 2022**

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**Department Fire-EMS**

**Director Approval Shawn Wallis**

**AGENDA ITEM** Presentation of Lifesaving Awards for Keenan Fyfe and Jordan Schmidt.

**SUMMARY RECOMMENDATION** Presentation of Lifesaving Awards.

**BACKGROUND** On April 8, 2022 Fire/EMS was dispatched to a structure fire located on South 14th Street. Upon arrival, heavy smoke and flames were visible. When advised of a potential victim still inside, Lt. Keenan Fyfe and Rural Firefighter Jordan Schmidt entered the structure for an initial search and located the victim in a bedroom, and moved the victim outside to an awaiting ambulance.

**FINANCIAL INFORMATION** N/A

**SUGGESTED MOTION** N/A

**SUPPORTING DOCUMENTS**



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**May 12, 2022**

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**Department City Clerk**

**Director Approval David Schwenker**

**AGENDA ITEM** Consider approving City Commission minutes from February 1, 10, 16 and 24, 2022.

**SUMMARY RECOMMENDATION** Approve the minutes as prepared by the City Clerk.

**BACKGROUND**

**FINANCIAL INFORMATION**

**SUGGESTED MOTION** I move to approve City Commission minutes from February 1, 10, 16 and 24, 2022.

**SUPPORTING DOCUMENTS**

1. February 1 2022 Special Meeting Minutes
2. February 10 2022 Minutes
3. February 16 2022 Special Meeting Minutes
4. February 24 2022 Minutes



## Minutes of the Independence City Commission's February 1, 2022 Special Meeting

The Independence City Commission met for a special meeting on February 1, 2022 at 1:30 P.M. at the Memorial Hall. Mayor Dean Hayse, Commissioner Louis Ysusi and Commissioner Tim Emert were present. Others present included:

### City Staff

Jeff Chubb, City Attorney  
David Cowan, Assistant City Manager  
Kelly Passauer, City Manager/Zoning Administrator  
David Schwenker, City Clerk/City Treasurer  
Brian McHugh, Memorial Hall Supervisor  
April Nutt, Director of Housing Authority  
Lacey Lies, Director of Finance  
John Garriss, City Engineer/Director of Public Works and Utilities  
Jerry Harrison, Police Chief  
Shawn Wallis, Fire/EMS Chief

### Visitors

Larry McHugh  
Lisa Wilson  
Tony Royce  
Andy Taylor

### I. SPECIAL SESSION

#### A. Call to Order

Mayor Hayse called the meeting to order.

#### B. Discuss City Hall and Fire/EMS projects and any related action.

Discussion was held for the City Hall and Fire/EMS projects.

#### **Motion:**

**On the motion of Commissioner Emert, seconded by Commissioner Ysusi the Commission moved to place this item on the February 10<sup>th</sup> 2022 meeting.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

#### C. Severe Weather update.

Assistant City Manager Cowan provided an update on the winter storm that is coming.

**Minutes of the Independence City Commission's February 1, 2022 Special Meeting**

II. ADJOURNMENT

**Motion:**

**Mayor Hayse moved to adjourn. Commissioner Ysusi seconded.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

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Dean A. Hayse, Mayor

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Louis Ysusi, Commissioner

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Tim Emert, Commissioner

Attest:

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City Clerk/Treasurer

## **Minutes of the Independence City Commission's February 10, 2022 Meeting**

The Independence City Commission met for a regular meeting on February 10, 2022, at 5:30 P.M. at the Memorial Hall. Mayor Dean Hayse, Commissioner Louis Ysusi and Commissioner Tim Emert were present. Others present included:

### City Staff

Jeff Chubb, City Attorney  
David Cowan, Assistant City Manager  
Kelly Passauer, City Manager/Zoning Administrator by phone  
David Schwenker, City Clerk/City Treasurer  
Brian McHugh, Memorial Hall Supervisor  
Jerry Harrison, Police Chief  
Shawn Wallis, Fire/EMS Chief  
April Nutt, Director of Housing Authority  
Lacey Lies, Director of Finance  
Dustin Stafford, Police Officer  
Jacob Smith, Police Officer

### Visitors

Larry McHugh  
Andy Taylor  
Vance Kelley  
Tony Royse  
Bill Kelly  
Jeri Hopkins  
Ken Brown  
Liz Moore  
Jerry Shanks  
Ron Lawrence  
Gleana Lawrence  
Dorcus Sutton  
Ned Stichman  
Michelle Anderson

### **I. REGULAR SESSION**

#### **A. Call to Order**

Mayor Hayse called the meeting to order.

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

#### **C. Adoption of Agenda**

## Minutes of the Independence City Commission's February 10, 2022 Meeting

**Motion:**

**On the motion of Commissioner Emert, seconded by Commissioner Ysusi the Commission adopted the agenda with the modification that the executive session be moved after presentations.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

### II. APPOINTMENTS

- A. Planning Commission – One unexpired term ending January 1, 2024 – Appointee must reside inside the City

**Motion:**

**On the motion of Mayor Hayse, seconded by Commissioner Ysusi the Commission appointed Tim Haynes to an unexpired term ending on January 1, 2024 to the Planning Commission.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

- B. Landbank – One unexpired term ending June 1, 2022 -- Appointee must reside inside the City

**Motion:**

**On the motion of Mayor Hayse, seconded by Commissioner Emert the Commission appointed Jeri Hammerschmidt to an unexpired term ending on June 1, 2022 to the Landbank Board.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

### III. CONSENT AGENDA

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

**Motion:**

**On the motion of Commissioner Ysusi, seconded by Commissioner Emert the Commission adopted the consent agenda.**

## Minutes of the Independence City Commission's February 10, 2022 Meeting

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

- A. Consider formal approval of a Change Order for ADA ramp work.

After the completion of the ADA work at Cottonwood and 6<sup>th</sup>, final quantities on the unit price contract were tabulated. The overall result was a net add of \$1,372.30 from the original contract total of \$4094.00.

- B. Consider approval of vehicle fabrication, purchase and installation of an Animal Box for the Animal Control Officer.

The City of Independence sent out bids for an animal control box to multiple vendors and receive (1) late bid. The City was contacted by several vendors that indicated they were unable to bid any projects this year due to supply issues and staffing. The one late bid indicated they could build a box in May of 2023.

The Animal Control Department is requesting to do the following to outfit the vehicle and put into service.

- Purchase the pickup bed and install. \$ 5,276.00
- Ramps for access with animal \$ 850.00
- Purchase Triple Alum Crate \$ 4,465.00
- Purchase warning lights and equipment \$ 4,370.00
- Installation of equipment \$ 900.00

Total: \$ 15,861.00

\*These prices were good 2/2/2022 there could be some change at the time all this equipment is ordered and shipping the box. The City budgeted \$35,000.00.

The box will take 4-5 months to build and ship to the City of Independence, due to supply and manpower shortages. The City will utilize the current box until the arrival of the new box.

The current Toyota pickup will be transferred to the Park/Zoo department and an old pickup will be removed from the fleet. The animal box will also be provided to the park when the new box arrives for transport of animals, if needed.

#### IV. PRESENTATIONS

- A. Swearing in Police Officer Jacob Smith.

## Minutes of the Independence City Commission's February 10, 2022 Meeting

David Schwenker, City Clerk, swore in Officer Smith

### V. EXECUTIVE SESSION

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

*This item was moved to after Presentations.*

**Motion:**

**On the motion of Mayor Hayse, seconded by Commissioner Emert the Commission moved to recess for an executive session for discussion of possible acquisition of real estate for economic development purposes pursuant to the exception found at K.S.A. 75-4319(b)(6). The open meeting will resume at 6:06 P.M.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

The meeting resumed at 6:06 P.M. with no action taken.

### VI. ITEMS FOR COMMISSION ACTION

- A. Consider action regarding the 1916 City Hall project:

1. Consider setting the date of March 4, 2022 to receive bids for renovation of 1916 City Hall.
2. Consider authorizing a contract with HBK for design services to convert the former EMS building into evidence storage for the Police Department (required if relocating to 1916 City Hall).

Treanor HL will present the final design and bid documents for the rehabilitation of 1916 City Hall to the Commission for approval. Unless the Commission has modifications, TreanorHL is requesting permission to release the documents on February 11, 2022 with bids due on March 4, 2022. A Guaranteed Maximum Price (GMP) submission presentation would be presented on March 24, 2022 for City Commission approval.

The City will contract with HB&K to do the renovation design of the building at 225 E. Main and will be working the CMAR McCownGordon to provide cost to be included with the March 24, 2022 GMP presentation. The cost of HB&K's architecture drawing package will be billed hourly and is not to exceed \$15,000. HBK's MEP Consultant will review current systems to determine the ability

## Minutes of the Independence City Commission's February 10, 2022 Meeting

to reuse and will bill hourly for a fee not to exceed \$8,750. If approved, a contract will be prepared by the City Attorney with HBK for these services.

**Motion:**

**On the motion of Commissioner Emert, seconded by Mayor Hayse the Commission tabled setting the date to receive bids.**

**Aye: Emert, Hayse**

**Nay: Ysusi**

**Motion:**

**On the motion of Commissioner Emert, seconded by Commissioner Ysusi the Commission authorized design services for the 225 E. Main evidence building.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

- B. Consider adopting a resolution amending the Central Business District Grant and renaming it to the Downtown Independence Building Grant.

The City of Independence asks the Commission to amend the CBDGP grant program and rename it the Downtown Independence Building Grant.

The Independence Downtown Historic District provides our community with excellent commercial and retail shopping for our community. Several downtown buildings have apartments that have not been used or renovated in over 30 years. The upper stories of the downtown building offer the ability to offer additional housing for the community.

The Downtown Independence Building Grant program initiative was to help preserve the downtown buildings and provide incentives and assistance in maintaining the building's integrity and viability. City Staff proposes adding the following allowances to the program to help preserve the building's structure, integrity, and infrastructure. Staff suggests allowing electrical upgrades, plumbing, and fire sprinkler installation. These additions ensure the electrical is to code and helps prevent fires; proper plumbing decreases leaks and damage to the structure, and sprinkler installation assists with life safety and controls a fire should one occur in a downtown building.

City Staff presented the recommended changes to the Economic Development Board, and they supported the changes with the following recommendation. The EDAB committee recommended the Commission approve applying any unused

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grant funds to the next year's \$50,000 budget for a maximum account balance of \$100,000.00.

### **Motion:**

**On the motion of Commissioner Ysusi, seconded by Commissioner Emert the Commission repealed Resolution No. 2021-09 and authorize Resolution 2022-003 and the changes to the Downtown Building Grant program.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

### VII. ITEMS FOR DISCUSSION

#### A. Discuss potential KDOT grant projects.

Finance Director Lies reported on potential grant opportunities for certain street projects.

### VIII. REPORTS

#### A. City Board Minutes

1. December 7, 2021 Planning Commission/Board of Zoning Appeals
2. January 4, 2022 Economic Development Advisory Board

#### B. 4<sup>th</sup> Quarter Treasurer's Report

#### C. 2022 Public Library Financial and Activity Report

### IX. CITY MANAGER'S COMMENTS

City Manager Passauer asked to keep the regular scheduled special meeting on February 16<sup>th</sup>, 2022.

### X. COMMISSIONERS' COMMENTS

Commissioner Ysusi addressed the 1916 City Hall issue.

### XI. PUBLIC CONCERNS

None



## Minutes of the Independence City Commission's February 10, 2022 Meeting

### XII. EXECUTIVE SESSION

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

*This item was moved to after Presentations.*

### XIII. ADJOURNMENT

**Motion:**

**Mayor Hayse moved to adjourn. Commissioner Ysusi seconded.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

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Dean A. Hayse, Mayor

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Louis Ysusi, Commissioner

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Tim Emert, Commissioner

Attest:

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City Clerk/Treasurer

## Minutes of the Independence City Commission's February 16, 2022 Special Meeting

The Independence City Commission met for a special meeting on February 16, 2022 at 9:00 A.M. at the Memorial Hall. Mayor Dean Hayse, Commissioner Louis Ysusi and Commissioner Tim Emert were present. Others present included:

### City Staff

Cole Hoffmeister, City Attorney  
David Cowan, Assistant City Manager  
Kelly Passauer, City Manager/Zoning Administrator  
David Schwenker, City Clerk/City Treasurer  
Brian McHugh, Memorial Hall Supervisor  
Jerry Harrison, Police Chief  
Shawn Wallis, Fire/EMS Chief  
April Nutt, Director of Housing Authority  
Lacey Lies, Director of Finance

### Visitors

Alan Youngers  
Tony Royse  
Todd Dumlet

#### I. SPECIAL SESSION

##### A. Call to Order

Mayor Hayse called the meeting to order.

#### II. EXECUTIVE SESSION

##### A. Consultation with an attorney on matters that would be deemed privileged in an attorney-client relationship.

#### **Motion:**

**On the motion of Mayor Hayse, seconded by Commissioner Ysusi the Commission moved to recess for an executive session for consultation with an attorney representing the City regarding a legal issue pursuant to the attorney/client privilege exception found at K.S.A. 75-4319(b)(2). The open meeting will resume at 9:30 A.M.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

The meeting resumed at 9:30 A.M.

#### **Motion:**

**On the motion of Mayor Hayse, seconded by Commissioner Emert the**

## Minutes of the Independence City Commission's February 16, 2022 Special Meeting

**Commission moved to recess for an executive session for consultation with an attorney representing the City regarding a legal issue pursuant to the attorney/client privilege exception found at K.S.A. 75-4319(b)(2). The open meeting will resume at 9:45 A.M.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

The meeting resumed at 9:45 A.M.

### **Motion:**

**On the motion of Mayor Hayse, seconded by Commissioner Ysusi the Commission moved to recess for an executive session for consultation with an attorney representing the City regarding a legal issue pursuant to the attorney/client privilege exception found at K.S.A. 75-4319(b)(2). The open meeting will resume at 10:15 A.M.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

The meeting resumed at 10:15 A.M. with no action taken.

### **Motion:**

**On the motion of Mayor Hayse, seconded by Commissioner Ysusi the Commission moved to recess for a five minute break.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

The meeting resumed at 10:20 A.M.

## III. ITEMS FOR COMMISSION ACTION

- A. Discuss the City Hall project and any related action.

TreanorHL is requesting permission to release the documents on February 16, 2022 with bids due on March 11, 2022. A Guaranteed Maximum Price (GMP) submission presentation would be presented on March 24, 2022 for City Commission approval.

### **Motion:**

**On the motion of Commissioner Emert, seconded by Commissioner Ysusi the Commission approved the 100% construction documents and setting the date of March 11, 2022 to receive bids for the rehabilitation of 1916 City Hall.**

**Aye: Ysusi, Emert**

**Nay: Hayse**

- B. Consider authorizing a request for proposals for a consultant for a communication tower.

The City of Independence Emergency Services is requesting permission to seek an RFP for a communication consultant to assist with the 911 center radio tower and communications system.

The 911 center continues to operate on an interim basis with car antennas on top of Building D to run the 911 center. The Independence Emergency Services also continue to deal with communications issues and the inability of emergency responders to communicate with the 911 center or other agencies in the field. A majority of these difficulties are related to the narrow banding done by the FCC several years ago.

A consultant will provide the City with the analysis of our current communications system and the necessary improvements needed to ensure P25 compliance and safety for our personnel. The consultant will be tasked with looking at all options and providing the City with a detailed analysis and recommendations to consider for a radio tower and communications system.

The consultant will be funded from the City Hall project funding.

**Motion:**

**On the motion of Commissioner Ysusi, seconded by Commissioner Emert the Commission authorized the RFP for a communications consultant.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

- C. Consider approval of the Housing Needs Analysis findings.

In order to establish Rural Housing Incentive Districts, a housing needs analysis must be performed, and the following findings must be determined:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.

## **Minutes of the Independence City Commission's February 16, 2022 Special Meeting**

4. The future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

### **Motion:**

**On the motion of Commissioner Emert, seconded by Commissioner Ysusi the Commission approve the Housing Needs Analysis, dated January 2022, as presented to the City Commission on January 27, 2022.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

- D. Consider finalizing strategic plan retreat directives.

### **Motion:**

**On the motion of Commissioner Ysusi, seconded by Commissioner Emert the Commission adopted the Strategic Planning Intention Statements and Creative Pathways for 2022.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

## **IV. EXECUTIVE SESSION**

- A. Personnel matters of Non-Elected Personnel.

### **Motion:**

**On the motion of Mayor Hayse, seconded by Commissioner Emert the Commission moved to recess for discussion of an employee performance pursuant to the non-elected personnel exception, KSA 75-4319(b)(1). The open meeting will resume at 10:50 A.M.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

The meeting resumed at 10:50 A.M. with no action taken.

## **V. ADJOURNMENT**

### **Motion:**

**Commissioner Emert moved to adjourn. Commissioner Ysusi seconded.**

**Minutes of the Independence City Commission's February 16, 2022 Special Meeting**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

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Dean A. Hayse, Mayor

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Louis Ysusi, Commissioner

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Tim Emert, Commissioner

Attest:

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City Clerk/Treasurer

## Minutes of the Independence City Commission's February 24, 2022 Meeting

The Independence City Commission met for a regular meeting on February 24, 2022, at 5:30 P.M. at the Memorial Hall. Mayor Dean Hayse, Commissioner Louis Ysusi and Commissioner Tim Emert were present. Others present included:

### City Staff

Dan Reynolds, City Attorney  
David Cowan, Assistant City Manager  
Kelly Passauer, City Manager/Zoning Administrator by phone  
David Schwenker, City Clerk/City Treasurer  
Brian McHugh, Memorial Hall Supervisor  
Shawn Wallis, Fire/EMS Chief  
April Nutt, Director of Housing Authority  
Lacey Lies, Director of Finance  
Dustin Stafford, Police Officer  
John Garriss, City Engineer/Director of Public Works and Utilities

### Visitors

Larry McHugh  
Babs Emert  
Michael Miller  
Trecia Cretnier

## I. REGULAR SESSION

### A. Call to Order

Mayor Hayse called the meeting to order.

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

### C. Adoption of Agenda

#### **Motion:**

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

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

## II. 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

## Minutes of the Independence City Commission's February 24, 2022 Meeting

motion unless removed from the Consent Agenda.)

### **Motion:**

**On the motion of Commissioner Emert, seconded by Commissioner Ysusi the Commission adopted the consent agenda.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

- A. Consider approving the City Commission minutes from January 13, 2022.
- B. Consider fourth amendment to the Water Supply Loan Agreement with KDHE.

The City entered into a Loan Agreement with KDHE on August 15, 2018 in the amount of \$ 3,107,770 for improvements to the Water Treatment Plant. This Amendment does not modify the loan amount. It only revises the amortization schedule to reflect a new repayment date of February 1, 2024. Amendments will continue until all loan proceeds have been drawn down or the project is completed.

- C. Consider awarding a bid for fiberglass and paint restoration at the Riverside Beach Family Aquatic Center.

The City went out for bids for exterior fiberglass and paint restoration work to the slides, stairs, structural supports, lockers, and entryway sign at the Riverside Beach Family Aquatic Center. Three companies came to Independence to inspect the structures and provide a bid on the work. Upon inspection, each company independently recommended additional work be considered for the interior of the bowl slide, as they found deterioration of the fiberglass. The recommended additional work is a primer and gel coating. The City budgeted \$110,144 in 2022 for this work (from SUST and QOL funds) and \$10,000 in 2021 (General Fund). The work recommended is \$143,280, so it would require we would utilize an additional \$23,136 from the 2022 General Fund. We have adequate funds to cover this expenditure in other professional services and do not anticipate that this expenditure would cause any budget issues for 2022.

- D. Consider authorizing a change order to the Maple Street Project for improving utility reliability.

Upon excavation of the existing line underneath Maple Street, it was found that there was approximately 110' of 12" and 8" line that is existing cast iron. This segment has had reliability issues in the past, and the majority of the line is being replaced. Per Water Department supervision, the line is likely to fail prior to the



## Minutes of the Independence City Commission's February 24, 2022 Meeting

road being next replaced, and replacement of the line would require digging up the new pavement.

Cost for this change order to the contract with Bettis Asphalt and Construction is \$28,591.50.

- E. Consider authorizing the submission of a BASE Grant application with the Kansas Department of Commerce.

In December 2021, the SPARK Executive Committee approved \$100M in available federal COVID-19 relief funding for eligible economic development and infrastructure proposals. Projects submitted are required to document how the project was delayed or affected negatively due to the COVID-19 pandemic and the resulting negative economic conditions. "The Building a Stronger Economy (BASE) program enhances our state's competitiveness and resiliency in the wake of the COVID-19 pandemic," **Lieutenant Governor and Secretary of Commerce David Toland said.** "The BASE Grants will provide a foundation for communities to develop infrastructure and economic assets that will set the stage for long-term business and community growth across Kansas." Projects to be funded by BASE would support infrastructure investments associated with economic development projects including:

- Development of new business parks
- Development of infrastructure required to support business expansions
- Renovation of existing business parks to bring them up to modern standards
- Development of infrastructure such as railroad spurs, water, wastewater, stormwater and other utilities
- Driveway aprons
- Business park signage
- Parking facilities directly associated with business attraction projects
- Speculative industrial office and residential space
- Development of infrastructure related to cybersecurity investments
- Other projects that achieve the goal of expanding the state's base of businesses and residents.

### III. PUBLIC HEARING

- A. Public hearing to consider condemnation of 2009 ½ N. Penn as dangerous and unsafe.

On May 14, 2020, the property located at 2009 ½ N. Penn Ave was involved in a structure fire. The original owner has worked with the City and the property was eventually sold to Omar Elshabassy who has completed the renovation of the property and passed a City HQS inspection.

**Motion:**

**On the motion of Commissioner Ysusi, seconded by Commissioner Emert the Commission adopted a resolution rescinding a previous resolution which set a hearing date to consider condemnation of 2009 ½ N. Penn Ave.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

IV. ITEMS FOR COMMISSION ACTION

A. Consider adopting a resolution establishing Rural Housing Incentive Districts.

A Housing Needs Analysis has been conducted and the governing body has determined the following:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

In establishing Rural Housing Incentive Districts this will aid the City of Independence in building housing within the community.

**Motion:**

**On the motion of Commissioner Emert, seconded by Commissioner Ysusi the Commission adopted Resolution Number 2022-004 establishing Rural Housing Incentive Districts.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

B. Consider authorizing application for KDOT Transportation Alternatives Grant for sidewalk along Main Street and Laurel Street to Peter Pan and Labette Health.

Kansas Department of Transportation (KDOT) Transportation Alternatives applications are due in March for FY 2024 (July 1, 2023 – June 30, 2024).

It is suggested that the City apply for a grant funding a new sidewalk connecting existing sidewalks on East Main and Laurel Streets to Peter Pan and Labette Health

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as shown in the attached drawing. There are no current sidewalks in these areas.

| Estimated Cost | Estimated City Match – (20%) | Non-Participating Costs | Total City Cost |
|----------------|------------------------------|-------------------------|-----------------|
| \$993,830.00   | \$198,766.00                 | \$0                     | \$198,766.00    |

**Motion:**

**On the motion of Commissioner Emert, seconded by Commissioner Ysusi the Commission approved the application for KDOT's Transportation Alternatives Grant Program for Main Street as described and for execution of any necessary documents required by KDOT.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

- C. Consider authorizing application for KDOT City Connecting Link Improvement Program (CCLIP) grants for two projects:

1. Pavement Restoration – Main Street, 8th Street to 5th Street

Kansas Department of Transportation (KDOT) City Connecting Link Improvement Program (CCLIP) applications are due in March for FY 2024 (July 1, 2023 – June 30, 2024).

The following projects are suggested:

1. CCLIP Application, Pavement Restoration – Main Street, 8<sup>th</sup> Street to 5<sup>th</sup> Street

Replace 7th Street, 6th Street and 5th Street intersection with concrete. Mill and overlay between intersection 2" asphalt. Replace 1 block of sidewalk. Replace damaged curb and address adjoining ADA ramps as needed.

| Estimated Cost | Estimated City Match – (10%) | Non-Participating Costs | Total City Cost |
|----------------|------------------------------|-------------------------|-----------------|
| \$1,099,078.00 | \$109,907.80                 | \$0                     | \$109,907.80    |

**Motion:**

**On the motion of Commissioner Ysusi, seconded by Commissioner Emert the Commission approved applying for KDOT's CCLIP Pavement Restoration Program for Main Street, from 8<sup>th</sup> to 5<sup>th</sup> Street and for execution of any necessary documents required by KDOT.**

## Minutes of the Independence City Commission's February 24, 2022 Meeting

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

2. Surface Preservation – 5th Street to 2nd Street
2. CCLIP Application, Surface Preservation – Main Street , 5<sup>th</sup> to 2<sup>nd</sup>.  
2" mill & overlay.

| Estimated Cost | Estimated City Match – (10%) | Non-Participating Costs | Total City Cost |
|----------------|------------------------------|-------------------------|-----------------|
| \$325,565.00   | \$32,556.50                  | \$104,181.00            | \$136,737.5     |

**Motion:**

**On the motion of Commissioner Ysusi, seconded by Commissioner Emert the Commission approved applying for KDOT's CCLIP Surface Preservation Program for Main Street, from 5<sup>th</sup> to 2<sup>nd</sup> Street and for execution of any necessary documents required by KDOT.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

- D. Consider adopting a resolution authorizing financing for projects and authorizing the sale of bonds.

This resolution establishes the following projects as a part of the City's Capital Improvement Plan and establishes the intent to finance a portion of the projects with general obligation bonds.

Bond Principal & Interest would 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.

**Motion:**

**On the motion of Commissioner Emert, seconded by Commissioner Ysusi the Commission approved resolution 2022-006 authorizing and providing for improvements included in the multi-year capital improvement plan for the City of Independence, Kansas: and providing for the payment of the costs thereof.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

## Minutes of the Independence City Commission's February 24, 2022 Meeting

### V. REPORTS

- A. February 2022 Public Works Report
- B. 2021 City Accomplishments Report
- C. City Board Minutes
  - 1. January 19, 2022 Recreation Commission

### VI. CITY MANAGER'S COMMENTS

None

### VII. COMMISSIONERS' COMMENTS

Commissioner Emert urged everyone to read the City's annual report and realize just how many things the City accomplished in the past year.

Mayor Hayse inquired about possible uses for the temporary City Hall after construction of the 1916 City Hall is complete.

### VIII. PUBLIC CONCERNS

None

### IX. ADJOURNMENT

#### **Motion:**

**Mayor Hayse moved to adjourn. Commissioner Ysusi seconded.**

**Aye: Ysusi, Emert, Hayse**

**Nay: None**

**Minutes of the Independence City Commission's February 24, 2022 Meeting**

---

Dean A. Hayse, Mayor

---

Louis Ysusi, Commissioner

---

Tim Emert, Commissioner

Attest:

---

City Clerk/Treasurer



**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 12, 2022**

**Department Admin**

**Director Approval David Cowan**

**AGENDA ITEM** Consider authorizing a maintenance agreement with the Gun Club.

**SUMMARY RECOMMENDATION** City Staff recommends approving the maintenance agreement

**BACKGROUND** The City of Independence renewed the Independence Gun Club Skeet lease on September 8, 2022. Having lease agreements in place with established rates is a requirement of the FAA. The City had negotiated a maintenance agreement with the Gun Club to take care of maintenance and cleaning of the shooting berm at the airport. The Gun Club lease was for \$121.59 a month, and the maintenance agreement would have paid the Gun Club \$121.59. The Gun Club attempted to find lawn service but could not afford any bids received. The City has continued to maintain the berm and mow, and the Gun Club has been making a \$121.59 per month lease payment.

The Gun Club has contacted us and is willing to sign a new agreement to maintain the berm without the mowing responsibility. The Gun Club is also willing to work with the City on possible improvements to the berm in the future.

**FINANCIAL INFORMATION** The Gun Club will continue to pay \$121.59 per month for the lease of the Skeet area. The City will begin paying the Gun Club for maintenance of the gun range excluding mowing totaling \$121.59 per month.

**SUGGESTED MOTION** I move to approve the maintenance agreement with the gun club for the shooting berm.

**SUPPORTING DOCUMENTS**

1. 2022 Maintenance Agreement - Gun Club

## MAINTENANCE AGREEMENT

*This Agreement* is entered into effective is effective on the 12th day of May, 2022, between the City of Independence, Kansas, a municipal corporation, hereafter Owner, and the Independence Gun Club, a Kansas non-profit corporation, hereafter Contractor.

1. **Property:** Owner currently owns certain property known as the Rifle Berm located in the general southeast area of the Independence Municipal Airport. A map showing the location of the Rifle Berm at the Independence Municipal Airport is attached hereto and incorporated herein as Exhibit A.

2. **Services:** Contractor agrees to perform maintenance services for Owner at and around the Rifle Berm located at Independence Municipal Airport, including specifically: debris and trash removal, and general cleanup responsibilities. Owner reserves the right to modify Contractor's duties.

3. **Term:** This agreement shall be for a month-to-month term beginning May 12, 2022. Either party may terminate this agreement by thirty (30) days' notice to the other party.

4. **Compensation:** Owner shall pay Contractor the monthly sum of \$121.59 for said services payable at the end of each month. The amount paid to Contractor shall be adjusted upward every five (5) years to reflect any increase in the Consumer Price Index (CPI), Kansas City region, as published by the Department of Commerce of the United States of America. The adjustment shall be computed as of the first day following each period of five (5) years and shall be effective for the following five (5) years.

5. **Compliance with Applicable Laws:** Contractor shall comply with all federal, state and local statutes, laws, ordinances, rules and regulations.



6. **Non-assignment:** Contractor shall not assign or sublease any rights under this lease or any portion of the property without prior written consent of Owner.

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

*In Witness Whereof*, the parties have executed this lease agreement as of the day and year first written above.

**OWNER**  
**CITY OF INDEPENDENCE, KANSAS**

By: \_\_\_\_\_  
DEAN A. HAYSE, Mayor

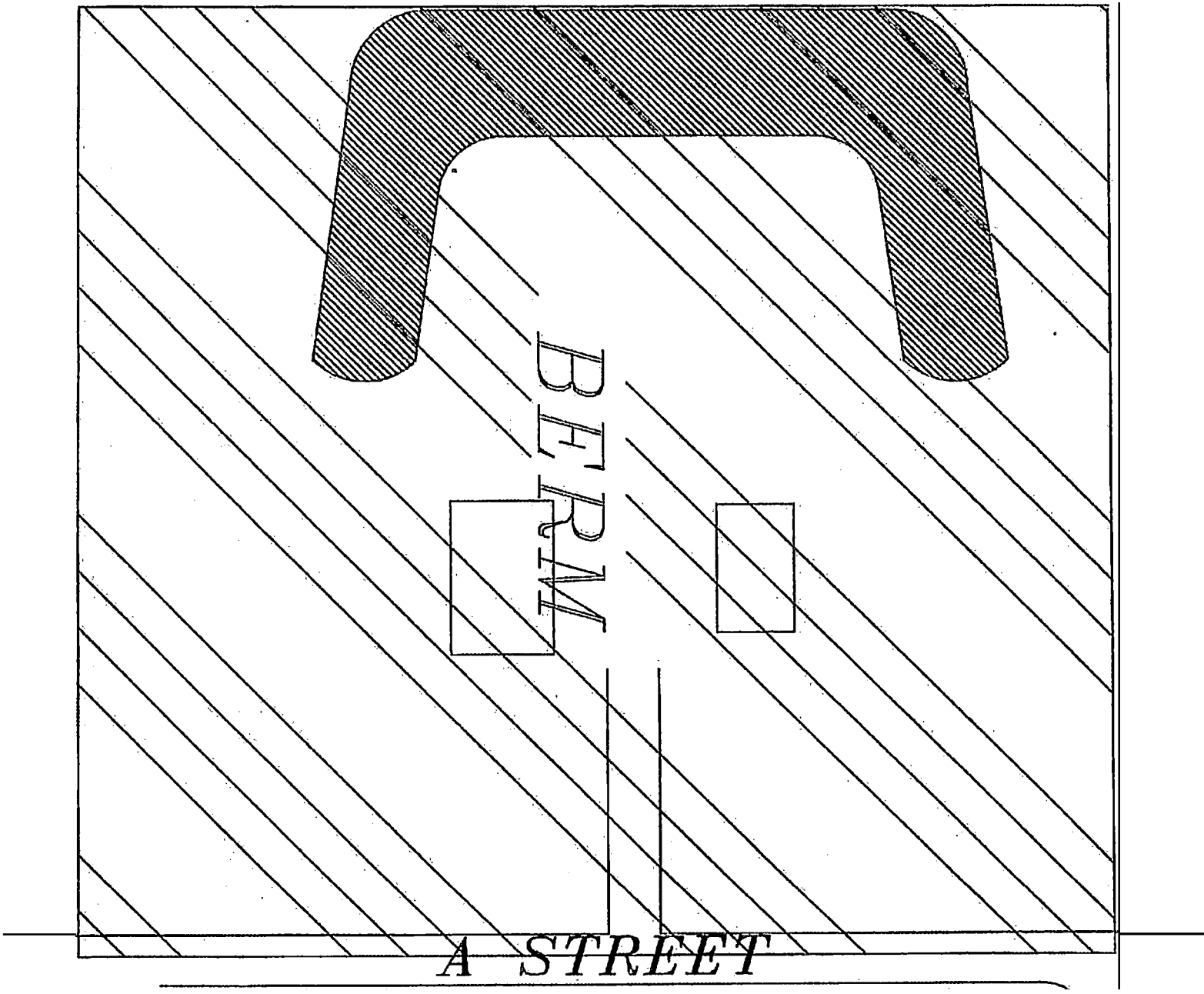
ATTEST:

\_\_\_\_\_  
DAVID W. SCHWENKER, City Clerk

**CONTRACTOR**  
**INDEPENDENCE GUN CLUB**

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

EXHIBIT "A"





**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**May 12, 2022**

**Department Admin**

**Director Approval David Cowan**

**AGENDA ITEM** Consider a right-of-way agreement with Kansas Fiber Network.

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

**BACKGROUND** The City of Independence has been working with the City Attorney and Penny Speake on updating our right-of-way agreements. The attached agreement is with Kansas Fiber Network and allows access to the City rights-of-way.

**FINANCIAL INFORMATION** The agreement sets an annual fee of \$3,979.66 with an increase of 3% each year for 10 years with an automatic one-year renewal thereafter unless a 180-day notification is given to terminate the agreement.

**SUGGESTED MOTION** I move to approve the Right-of-Way License agreement with Kansas Fiber Network Services, LLC

**SUPPORTING DOCUMENTS**

1. Kansas Fiber Network ROW Agreement

## RIGHT-OF-WAY LICENSE AGREEMENT

**THIS RIGHT-OF-WAY LICENSE AGREEMENT** ("Agreement") is made this 3 day of May, 2022 ("Effective Date"), by and between the **CITY OF INDEPENDENCE**, County of Montgomery, State of Kansas, a municipal corporation (the "City"), and Kansas Fiber Network Services, LLC, a liability company in the State of Kansas, and its Affiliates ("KFN").

### RECITALS

A. KFN is an entity authorized by the Kansas Corporation Commission ("KCC") to provide telecommunication services and is registered to do business in the State of Kansas. KFN has requested permission to keep, operate, install, and maintain fiber optic cabling and related facilities for data transmission in the City's Public rights-of-way ("ROW").

B. Pursuant to K.S.A. 66-2019, KFN is authorized to keep, maintain, and operate its fiber optic facilities within the City's ROW to provide telecommunication and data transmission services in accordance with regulations promulgated by the Federal Communications Commission ("FCC") and the KCC, as well as subject to the City's reasonable regulations related to the public health, safety and welfare.

C. It is agreed KFN will not construct any additional fiber facilities and will not own or operate any wireless equipment anywhere within the City without first obtaining a the requisite Permits and Franchise Agreement for such operations.

D. It is the City's policy to permit such use of the ROW for provision of such fiber optic infrastructure and services and further finds it to be in the public interest to grant permission to KFN to keep, operate, install, and maintain, the fiber optic and related facilities in the ROW, subject to the exercise of the City's police powers, and subject to the terms and conditions outlined below.

### THE PARTIES THEREFORE AGREE:

1. **Definitions.** For the purpose of this Agreement, capitalized terms have the meaning specified in this section, and if not defined herein, their ordinary meaning:

"Affiliate" means each person or entity which falls into one or more of the following categories: (a) each person or entity having, directly or indirectly, a controlling interest in KFN; (b) each person or entity in which KFN has, directly or indirectly, a controlling interest; or (c) each person or entity that, directly or indirectly, is controlled by a third party which also directly or indirectly controls KFN.

"Agreement" or "License" means this Agreement, together with Appendices and Exhibits attached to this Agreement, if any, and any amendments or modifications thereto.

“Applicable Law” or “Law” means all federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations.

“Authorizations” means the permissions KFN must have in addition to this License to deploy Facilities and/or provide infrastructure and Services, which may include licenses, permits, zoning approvals, variances, exemptions, grants of authority to use private rights of way and/or easements or facilities, agreement to make attachments to poles, towers, buildings, and the like, and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.

“Authorized Facilities” means Facilities that comply with the requirements of this License, and the City Code and/or Ordinances, and have all necessary authorizations in full force and effect.

“Broadband Services” means transmission of high quality data of wide bandwidth providing high speed internet access.

“Construction and Maintenance” and variations of those terms refer to any activity performed in the ROW with respect to the Facilities, including installation, construction, modification, replacement, repair, operation, maintenance, or removal.

“Facilities” means any and all equipment and installations of any kind owned by KFN and under the control of KFN that are reasonably necessary and appropriate for the provision of infrastructure and Services including, but not limited to, underground fiber optic and coaxial cable, conduit, conduit enclosures and supporting structures.

“License” means the non-exclusive right granted, by ordinance and subject to this Agreement, to KFN to Construct and Maintain the Facilities on, over, under, upon, across and along the ROW within the License Area.

“License Area” means all the area within the boundaries of the City.

“Public rights-of-way” (“ROW”) mean only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as rights-of-way. The term does not include the airwaves above a right-of-way with regard to wireless communications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.

“Services” means, for purposes of this Agreement, to provide telecommunication and broadband services.

“Telecommunications services” means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

2. **Grant.** Subject to the terms and conditions of this Agreement, including, but not limited to, the franchise obligations set forth in Section 3 below, KFN is hereby granted the nonexclusive right to Construct and Maintain its Authorized Facilities within the ROW, which license shall be exercised at KFN's sole cost and expense, and which shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of records which may affect the ROW. The license is not divisible, and KFN may not grant any person the right to use or occupy the ROW. The grant does not extend to any other service, and KFN may be required to obtain an additional License or an amendment to this License before using and occupying the ROW to provide additional services.

A. Prior to installing any new Facilities and prior to providing any additional services, KFN will submit to the City for approval all designs for the Construction and Maintenance of such new Facilities and prior to the provision of such new Services, in strict compliance with all non-discriminatory, generally applicable regulations and standards required by the City.

B. Nothing herein shall be deemed to grant, convey, create, or vest in KFN a real property interest in land, including any fee, leasehold interest, or easement, or the right to place the new Facilities at any particular location within the ROW.

3. **Franchise.** KFN acknowledges and agrees that this Agreement is not a franchise agreement under K.S.A. 12-2001 et seq. KFN shall obtain a franchise, in accordance with Applicable Law, before KFN may use the ROW for the provision inside the City of any telecommunications services for which a franchise is required, including, but not limited to, “cable services” (as defined by 47 U.S.C. § 522(6)); and “open video system services” (without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B)). If KFN is required by law to enter into a contract franchise ordinance with the City, the parties agree to act in good faith in promptly negotiating a contract franchise ordinance.

4. **Term.** The initial term of this Agreement shall be for a period beginning on the Effective Date, stated above, and ending ten (10) years thereafter. Thereafter, this Agreement shall automatically renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate the Agreement at least one hundred eighty (180) days before the expiration of the then current term. Any such additional term shall be deemed a continuation of this Agreement on the same terms and conditions unless the Parties agree to amend. Upon termination, all of the City's consents to use and occupancy of the ROW, and KFN's rights to use and occupy the ROW are also terminated. Notwithstanding the foregoing, all of KFN's duties related to use of the ROW, and its duties to indemnify the City, shall survive termination until the Facilities are moved, or KFN's obligations terminate by agreement of the Parties.

**5. Compliance with Law and Other City Regulations.**

A. The authority of KFN to use and occupy the ROW shall always be subject and subordinate to the reasonable non-discriminatory, generally applicable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the ROW, provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. KFN shall be subject to all Applicable Laws now or hereafter adopted by the City.

B. As a condition of this Agreement, KFN is required to obtain and is responsible for any necessary permit, license, certification, grant, registration, or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the KCC. KFN shall also comply with all Applicable Laws including, but not limited to, those relating to the construction in, maintenance and use of the ROW. The foregoing compliance obligations shall be subject to KFN's right to challenge in good faith such Applicable Laws.

C. All work, if any, upon the streets and public places of the City performed by KFN will be done under the general supervision of the City's Public Works Department. Nothing in this Agreement shall be construed as a waiver of any laws, regulations, or rules of the City or of the City's right to require KFN to secure the appropriate Authorizations, or to pay the applicable fees associated with same. Nothing in this Agreement shall act as a waiver of the City's police powers.

D. All work involved in the Construction and Maintenance of the Facilities shall be performed in a safe, thorough, and reliable manner using materials of good and durable quality. KFN shall comply with applicable codes and industry standards, as amended from time to time. KFN shall employ ordinary care at all times and employ commonly accepted methods and devices for the prevention of failures and accidents that are likely to cause damage, injury, or nuisance to the public. In addition, KFN shall at its sole cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, and to comply with safety requirements for all permits, licenses and other forms of approval or authorization. KFN will comply with any reasonable City requirements for identification of Facilities and for identification of employees, subcontractors, vehicles, and equipment when performing work within the ROW.

**6. Use of ROW.**

A. KFN shall comply with all non-discriminatory, generally applicable City ordinances. In the event of a conflict between this Agreement and the City Ordinance, the City Ordinance shall control.

B. Pursuant to K.S.A. 66-2019, and amendments thereto, and subject to the provisions of this Agreement, KFN shall have the right to Construct and Maintain its Facilities along, across, upon and under the ROW. The Facilities shall be so Constructed and Maintained so as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities, and to maximize efficient use of the ROW. KFN is prohibited from installing its lines longitudinally under any City road or shoulder, and all installations of KFN's Facilities under hard surfaces shall be installed via the boring method, in accordance with plans submitted to and approved by the City, unless otherwise agreed by the City upon KFN's showing of undue hardship. For purposes of this requirement, the term "hard surfaces" shall mean concrete, asphalt, or any other hard surface with similar structural characteristics. In no event may Facilities be Constructed and Maintained in a manner that creates a hazardous condition, or a condition that is inconsistent with Applicable Laws.

C. KFN shall participate in the Kansas One Call utility location program with respect to all of its Facilities in the ROW. KFN and its contractors shall coordinate with the City the placement of any new Facilities in a manner which minimizes adverse impact on public improvements, the ROW, and users of them, as reasonably determined by the City in a non-discriminatory, generally applicable manner. Further, City may require KFN to coordinate construction activities with other entities occupying the ROW whenever commercially reasonable. Where placement is not otherwise regulated, the Facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by the public improvements and the users of same. Except as otherwise approved by the City, which approval shall not be unreasonably withheld, KFN shall install the Facilities a minimum of two (2) horizontal and two (2) vertical feet away from water, sanitary and storm sewer lines, and one (1) vertical foot away from all other public utilities along the route.

D. City shall have commercially reasonable access to inspect any work conducted by KFN during Construction and Maintenance of Facilities.

E. All of the materials, plans and installation, reconstruction, or relocation of any Facilities shall be approved in advance by or as directed by the City and in accordance with any other approved specifications for performing work in the ROW. Prior to construction, reconstruction, or relocation of any Facilities in the ROW, KFN shall, at its own cost and expense, prepare and deliver to the City for approval, plans and specifications of the proposed installation. Such approval shall not be unreasonably withheld, delayed, or conditioned.

F. KFN shall keep and maintain accurate records and as-built drawings depicting accurate horizontal and vertical locations of the Facilities as constructed or reconstructed in the ROW, which shall be promptly provided to the City.



G. Nothing in this Agreement shall be interpreted as granting KFN the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the ROW.

7. **Duty of Competent Supervision and Performance.** The Parties further understand and agree that, in the performance of work under this Agreement, KFN and its agents, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other City Facilities. The Parties understand and intend that energy generated, stored, or transported by City or other entities' Facilities will not be interrupted during the continuance of this Agreement, except in emergencies endangering life or threatening grave personal injury or property damage. KFN shall ensure that its employees, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, agents, contractors, and subcontractors; as well as employees, agents, contractors, and subcontractors of the City; and the general public, from harm or injury while performing work pursuant to this Agreement. In addition, KFN shall furnish its employees, agents, contractors, and subcontractors competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. KFN agrees that in emergency situations in which it may be necessary to de-energize any part of the City's equipment, KFN shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

A. When circumstances require de-energizing of the Facilities, notice shall be given in advance to the City and the City's electric supplier. Only the City or the City's electric supplier is permitted to perform the de-energizing process.

8. **Limitation on Use of Portion of ROW.** The City shall have the authority to prohibit the use or occupation of a specific portion of ROW by KFN due to a reasonable public interest necessitated by public health, safety, and welfare so long as the authority is exercised in a competitively neutral manner and is not unreasonable or discriminatory. A reasonable public interest shall include, but not be limited to, the following:

A. The prohibition is based upon a recommendation of the city engineer, is related to public health, safety and welfare, and is nondiscriminatory among providers, including incumbent providers;

B. KFN has rejected a reasonable, competitively neutral and nondiscriminatory justification offered by the City for requiring an alternate method or alternate route that will result in neither unreasonable additional installation expense nor a diminution of service quality;

C. The City reasonably determines, after affording KFN reasonable notice and an opportunity to be heard, that a denial is necessary to protect the public health and safety and is imposed on a competitively neutral and nondiscriminatory basis; or

D. The specific portion of the ROW for which KFN seeks use and occupancy is environmentally sensitive as defined by state or federal law or lies within a previously designated historic district as defined by local, state, or federal law.

9. **Repair of Damage to ROW.** KFN shall notify City any time repair of damage to the ROW is needed, including, but not limited to, any public drain, sewer, catch basin, water pipe, pavement or other public improvement caused by the activities of KFN, or of any agent, affiliate, employee, or subcontractor of KFN, while occupying, installing, repairing, or maintaining Facilities in the ROW. City will repair and restore such damage, but KFN shall be solely responsible for the costs of repairing and restoring the ROW, including, but not limited to, any public drain, sewer, catch basin, water pipe, pavement, or other public improvement to their functional equivalence before the damage. City shall invoice KFN for the actual and reasonable costs incurred to repair and restore the ROW. KFN shall promptly reimburse the City for all such costs of the repairs and restoration, but under no circumstances more than thirty (30) days following receipt of the invoice.

10. **Fees.** Pursuant to K.S.A. 66-2019, and amendments thereto, the City assesses the following fees against KFN for use and occupancy of the ROW, and such fees shall be imposed on all such providers in a nondiscriminatory and competitively neutral manner:

A. An annual fee of .1289 per lineal foot of ROW utilized by KFN as payment for use of the City's ROW. This ROW fee shall increase three percent (3%) each year hereafter;

B. A permit fee in connection with issuing each construction permit to set fixtures in the ROW within the City to compensate the City for issuing, processing and verifying the permit application;

C. An excavation fee for each street or pavement cut to recover the costs associated with construction and repair activity of KFN, its assigns, contractors and subcontractors with the exception of construction and repair activity required pursuant to subsection (l) of K.S.A. 17-1902 related to construction and maintenance activities directly related to improvements for the health, safety and welfare of the public; provided, however, imposition of such excavation fee must be based upon a regional specific or other appropriate study establishing the basis for such costs which take into account the life of the city street prior to the construction or repair activity and the remaining life of the city street. Such excavation fee is expressly limited to activity that results in an actual street or pavement cut;

D. Inspection fees to recover all reasonable costs associated with the City's inspection of the work of KFN, its assigns, contractors, and/or subcontractors in the ROW; and

E. Repair and restoration costs associated with repairing and restoring the ROW because of damage caused by KFN, its assigns, contractors, and/or subcontractors in the right-of-way.

**11. Indemnification and Hold Harmless.**

A. It shall be the responsibility of KFN to take adequate measures to protect, maintain, and defend its Facilities in the ROW from harm or damage. If KFN fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it shall have no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures, including calling Kansas One Call for utility locations and observing marker posts when working near KFN's Facilities.

B. KFN shall defend, indemnify and hold the City and its officers, board members, council members, commissioners, representatives, employees, agents, and contractors harmless against any and all claims, lawsuits, judgments, costs, liens, losses, damages, fines, taxes, special charges, penalties, payments, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence or intentional misconduct of KFN, any agent, officer, director, representative, employee, affiliate, contractor, or subcontractor of KFN, or its respective officers, agents, employees, directors or representatives, while installing, repairing, operating, or maintaining Facilities in the ROW. KFN further releases City from any liability claims, demands, actions and/or causes of action, whatsoever arising out of or related to any loss, damage, or injury (including death) that may be sustained by KFN or KFN's employees, agents, contractors, subcontractors, or invitees, while exercising the privileges granted by this License Agreement and further, KFN agrees to hold City harmless from the same.

C. The indemnity provided by this subsection does not apply to any liability resulting from the negligence and willful misconduct of the City, its officers, employees, contractors, or subcontractors. If KFN and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Kansas without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the Parties under state or federal law. This section is solely for the benefit of the City and KFN and does not create or grant any rights, contractual or otherwise, to any other person or entity.

12. **No Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other for any consequential, incidental, indirect, liquidated, punitive or special damages or lost revenue or lost profits to any person arising out of this Agreement or the performance or nonperformance of any provision of this Agreement, even if such Party has been informed of the possibility of such damages.

13. **Insurance and Performance Bond.**

A. During the term of this Agreement, KFN shall obtain and maintain adequate insurance coverage, as agreed to by the City, for the activities and property located within the City's ROW for the duration of this License, at its sole expense, with financially reputable insurers that are licensed to do business in the State of Kansas. In the event of any new construction or installation, KFN shall provide not less than the following insurance:

i. Workers' compensation as required by the laws of the State of Kansas, with an employer's liability limit equal to the amount required by law.

ii. Commercial general liability, including coverage for contractual liability and completed operations liability, on an occurrence basis and not a claims made basis, with an aggregate limit of not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from KFN's operations under this Agreement.

iii. Automobile liability of One Million Dollars (\$1,000,000.00) Combined Single Limit. The Automobile Policy will cover all vehicles used by KFN in the performance of its services under this Agreement (including owned, hired and non-owned vehicles). The City shall be included as an additional insured with respect to liability arising from KFN's operations under this Agreement.

iv. Property Coverage [based on number and types of appurtenances amount will need to be discussed by the Parties], all property pertaining to the operation of the Facilities and services provided will be insured against direct physical loss and extended coverage perils. KFN will be named Insured under this policy and all loss adjustment will be negotiated with and payable to KFN for their implementation of repair and replacement of all damaged property. The City will be named as a loss payee as its interests may appear.

v. Umbrella Liability of Five Million Dollars (\$5,000,000.00) each occurrence and Five Million Dollars (\$5,000,000.00) aggregate. The City will be included as an additional insured under the Umbrella Liability policy on a primary and non-contributory basis.

B. KFN shall, as a material condition of this Agreement, prior to the commencement of any work in the ROW, deliver to the City a certificate of insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force. KFN shall timely notify the City if the insurance is cancelled or materially changed with respect to areas and entities covered. KFN shall make available to the City on request the policy declarations page and a certified copy of the policy in effect, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.

C. KFN shall, as a material condition of this Agreement, prior to the commencement of work in the ROW, deliver to the City a performance bond in the amount of One Hundred Thousand Dollars (\$100,000.00), payable to the City to ensure the appropriate and timely performance in the Construction and Maintenance of Facilities located in the ROW. The required performance bond must be with a good and sufficient surety, authorized to transact business in the State of Kansas, and satisfactory to the City in form and substance.

D. No policies of insurance required to be obtained by KFN or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with the City, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to City's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by KFN's contractors or the contractor's employees or agents.

E. KFN shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

14. **Notification of Claims.** KFN or the City shall promptly advise the other in writing of any known claim or demand against KFN or the City related to or arising out of KFN's activities in ROW.

15. **Municipal Liability Limits.** No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by the City of any applicable state limits on municipal liability or governmental immunity.

16. **Relocation of Facilities.** If requested by the City, in order to accomplish Construction and Maintenance activities directly related to improvements for the health, safety and welfare of the public, KFN shall remove its Facilities from the ROW or shall relocate or adjust its Facilities within the ROW at no cost to the City. Such relocation or adjustment shall be completed as soon as reasonably possible within the time set forth in any request by the City for such relocation or adjustment. Any damages suffered by the City or its contractors as a result of KFN's failure to timely relocate or adjust its facilities shall be borne and promptly paid by KFN.

17. **Termination.** City will have the right to terminate this Agreement (i) if the City is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Facilities from the ROW, (ii) if KFN's Authorizations with respect to the Facilities and/or provision of Service are terminated, revoked, expired, or otherwise abandoned, or (iii) in the event of KFN's breach of this Agreement.

A. In the event of KFN's breach of this agreement, the City shall have the right to terminate this Agreement in accordance with the following procedure. The City shall first serve a written notice upon KFN, setting forth in detail the nature of the breach, and KFN shall have thirty (30) days thereafter to cure such breach. If the breach remains uncured at the end of the thirty (30) day period, the City may terminate this Agreement by serving written notice upon KFN. If curing such default has commenced and KFN is diligently proceeding to complete performance to the reasonable satisfaction of the City, but the cure cannot be reasonably completed within thirty (30) days, KFN shall be granted additional time to complete such cure as mutually agreed by the Parties. In addition, the City may pursue any other remedies available to it at law or equity.

B. The following are breaches of this Agreement: (1) KFN fails to perform or comply with any of the conditions or covenants of this Agreement and such failure continues for a period of thirty (30) days. (2) KFN fails to pay any sums required under the license agreement as required under Paragraph 3 of this Agreement, or (3) KFN's acts or omissions create an imminent hazard to persons or properties which KFN cannot or does not immediately correct.

C. Nothing in this Agreement, nor the act of entering into this Agreement shall be construed as a limitation of the City's authority to modify or abandon the ROW the City now has.

18. **Removal of Facilities.** Following the termination of the License for any reason, or in the event KFN ceases to operate and abandons any Facilities, then upon the City's written request, KFN shall within one hundred twenty (120) days, remove such Facilities from the ROW, and restore the ROW and property to the City in as good condition as it was at the time of KFN's entry thereon. Alternatively, KFN, upon written consent from the City, which will not be unreasonably denied or delayed, convey ownership of its Facilities to another entity, or the City, authorized to place Facilities in the ROW and provide City with the exact location of the Facilities along with a drawing of the Facility design prior to ownership of the Facilities transferring.

19. **Transfer and Assignment.** KFN agrees that this License Agreement and rights and duties under this License Agreement shall not be assigned or transferred, either in whole or in part, or leased, sublet, or mortgaged in any manner, nor shall title thereto, either legal or equitable or any right, interest, or property therein, pass to or vest into any entity without the prior written consent of the City, which will not be unreasonably denied

or delayed. KFN will give the City notice of such a transfer or assignment and make itself available to respond to reasonable inquiries by the City. A fundamental corporate change in KFN's parent corporation or any entity having a controlling interest in KFN shall constitute a transfer and subject KFN to the provisions of this Section. This provision shall not apply to sales of property or equipment in the normal course of business. No consent from the City shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness. The prior consent of the City shall not be required with respect to intra-corporate transfers or reorganizations between or among wholly owned or controlled subsidiaries or Affiliates of KFN, or any entities, directly or indirectly, controlling or controlled by, or under common control with KFN. Any transfer or assignment shall be assignable only to a provider or its Affiliate which holds a current and valid certificate of convenience and authority from the KCC, and any such assignment shall be preconditioned upon the City receiving written notice of the assignment (including notice of the name and address of the assignee and contact information) and a copy of the assignee's current certificate of convenience and authority no later than sixty (60) days prior to the effective date of the assignment provided the transfer or assignment does not create any additional burden upon the ROW, or adversely affect the City's interests under this Agreement and License. Any assignee or transferee must accept, by becoming a signatory, to this Agreement, all obligations of KFN, as well as take responsibility for all acts and omissions of KFN known and unknown. Any attempted assignment of this Agreement without satisfying the requirements of this section shall be void.

**20. Receivership, Foreclosure or Act of Bankruptcy.**

A. The license granted hereunder to KFN shall, at the option of the City, cease and terminate one hundred twenty (120) days after the filing of bankruptcy or the appointment of a receiver or trustee to take over and conduct the business of KFN whether in a receivership, reorganization, bankruptcy or other action or proceeding unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless such receiver or trustee shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all breaches under this Agreement.

B. In the case of foreclosure or other judicial sale of KFN's Facilities, or any part thereof, including or excluding this Agreement, the City may serve notice of termination upon KFN and the successful bidder at such sale, in which event this Agreement herein granted and all rights and privileges of this Agreement hereunder shall cease and terminate thirty (30) days after service of such notice, unless: (1) The City shall have approved the transfer of this Agreement to the successful bidder, as and in the manner in this Agreement provided; and (2) such successful bidder shall have covenanted and agreed with the City to assume and be bound by all the terms and conditions to this Agreement.

21. **Reservation of Rights.** In entering into this Agreement, neither the City's nor KFN's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Agreement, neither the City nor KFN waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or KFN may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of this Agreement or any present or future laws, ordinances, and/or rulings which may be the basis for the City and KFN entering into this Agreement.

22. **Notices.** KFN shall at all times maintain on file with the City a point of contact or a telephone number that allows the City to reach an authorized person, who shall be available at all times and qualified to respond to the City's concerns or requests regarding this Agreement and to act on behalf of KFN in the event of an emergency. Failure to maintain an emergency contact will subject KFN to a penalty of \$100 per incident and shall eliminate the City's liability to KFN for any actions the City deems reasonably necessary given the specific circumstances. Emergency notice by KFN to the City may be made by telephone to the City Manager. All other notices between the Parties shall be in writing and shall be made by personal delivery, by certified mail, return receipt requested, or by an overnight delivery service providing proof of delivery.

**City:**  
City Manager  
City of Independence, Kansas  
811 W Laurel  
Independence, KS 67301

**KFN:**  
Kansas Fiber Network, LLC  
Attn: President  
8201 E. 34<sup>th</sup> St., North, #1501  
Wichita, KS 67226

A. Notwithstanding the above, the Parties may agree to utilize electronic communications such as NJUNS notifications, as well as email, for notifications related to any permit applications, approval processes or necessary transfer or relocation of Facilities.

23. **Failure to Enforce.** The failure of either Party to enforce and remedy any noncompliance with the terms and conditions of this Agreement shall not constitute a waiver of rights nor a waiver of the other Party's obligations as provided herein.

24. **Materials and Claims/Liens.** All materials furnished for any work done in the License Area by KFN shall be at KFN's sole cost and expense. KFN agrees to protect the Facilities installed in the ROW and property of the City, and City, from all claims of contractors, laborers, and material men pertaining to such work, if any. KFN shall promptly pay all contractors and materialmen furnishing labor, materials, or services with any respect to any work performed by or on behalf of KFN in the ROW and property of the City, so as to minimize the possibility of a lien attaching to the any property of the City or the Facilities in the ROW. Should any such lien be made or filed by reason of such work performed by or on behalf of KFN, KFN shall cause the same to be discharged and released of record by bond or otherwise within thirty (30) days after written request by City.



25. **Severability.** If any clause, sentence, or section of this Agreement is or shall become invalid under any Applicable Law, rule of law or held to be invalid by a court of competent jurisdiction, such invalidity shall not materially alter the essence of this Agreement to either Party, such provision shall not affect the validity of the remainder, as a whole or any part hereof, other than the part declared invalid.

26. **Force Majeure.** If either the City or KFN is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fires, floods, earthquake, or like acts of nature, war, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation epidemic or pandemic, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the Party delayed in performing the acts require by this Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected Party shall endeavor to remove or overcome such inability as soon as reasonably possible.

27. **Applicable Law.** This Agreement, the performance hereunder, and all suits and special proceedings hereunder shall be interpreted according to the laws of the State of Kansas, and KFN hereby consents to the personal jurisdiction of the Courts of Kansas with regard to any matter related to this Agreement or the use of the license granted hereby. Venue will only lie in a State Court within Montgomery County, Kansas, unless such venue is not available or appropriate as a matter of law.

28. **Modification.** This agreement shall not be modified or amended except by written instrument executed by the City and KFN, or its successors, transfers, heirs or assigns.

29. **Counterparts.** This Agreement may be executed in any number of counterparts by the Parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument. To facilitate execution of this Agreement, the Parties may execute and exchange electronic form counterparts of the signature pages to this Agreement.

**EXECUTED** the day and year first above stated.

[Signatures continue on following page.]

**CITY OF INDEPENDENCE, KANSAS**

By: \_\_\_\_\_  
Dean A. Hayse, Mayor

ATTEST:

\_\_\_\_\_  
David W. Schwenker, City Clerk

**ACKNOWLEDGEMENT**

STATE OF KANSAS

COUNTY OF MONTGOMERY

On this \_\_\_ day of \_\_\_\_\_, 20\_\_, before, the undersigned authority, a Notary Public in and for said State and County, personally appeared Louis Ysusi, who, being duly sworn according to law, acknowledged they are the Mayor and City Clerk of the City of Independence, Kansas, and that as such Mayor and City Clerk, being authorized to do so, executed the Rights of Way License Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

**Kansas Fiber Network, LLC**

By: Michael P. Morrissey  
Name: Michael P. Morrissey  
Title: VP Engineering and Operations

**ACKNOWLEDGEMENT**

STATE OF KANSAS

COUNTY OF JOHNSON

On this 3 day of MAY, 2022, before, the undersigned authority, a Notary Public in and for said State and County, personally appeared Michael Morrissey of KFN, and that as such Kansas Fiber Network, LLC, being authorized to do so, executed the Right of Way License Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

Laura Myers  
Notary Public

My Appointment Expires:

08/04/2025





**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 12, 2022**

**Department Admin**

**Director Approval David Cowan**

**AGENDA ITEM**

Consider authorizing a Greenbush Energy Group Participation Agreement & Hedging Authorization, and Woodriver Energy Base Agreement to acquire natural gas.

**SUMMARY RECOMMENDATION** Authorize the City Manager to sign a Greenbush Energy Group Participation Agreement & Hedging Authorization, and Woodriver Energy Transaction Confirmation Agreement to acquire natural gas.

**BACKGROUND** City staff has been working with Greenbush Energy Group for approximately six years for the acquisition of Natural Gas for Building D and Memorial Hall. This agreement kept the price volatility of February 2021's unprecedented winter storm from having a significant impact on the budget. However, we have received a recommendation from David Banks who manages the Greenbush Energy Group that members engage Woodriver Energy as their supplier of natural gas for the term of July 1, 2022, through June 30, 2025. The vendor margins, terms and conditions for purchase, transport and delivery are similar to current agreements in place with Encore with the exception swing volume price is protected at 100%. Market prices continue to increase at an alarming rate since the February 2021 Storm. Those market increases will be reflected in the final pricing. It is requested the participation/hedging authorization be signed and returned as quickly as possible as we engage the necessary procedures to change suppliers. The City should expect to be contacted by Woodriver Energy with a transaction confirmation agreement which will require a signature before service can begin July 1, 2022. Greenbush Energy Group is doing everything possible to obtain an agreement with adequate risk management provisions at a suitable market price, and they expect to finalize suppliers and contract language by May 10, 2022.

**FINANCIAL INFORMATION** For the Greenbush Energy Group Participation Agreement, there is a participation fee of \$450 annually plus a service cost fee of five cents per Mcf per year based on the previous year's usage. For the Woodriver Energy transaction agreement, David Banks recommends the cost of commodity plus LDC delivery services for 2022/2023 budget purposes be \$11.00/Mcf. This is a significant increase from the recommended \$6.25 in 2021/2022 due to increases in market price and higher costs for appropriate risk management terms.

**SUGGESTED MOTION** I move to authorize the City Manager to sign a Greenbush Energy Group Participation Agreement & Hedging Authorization, and to sign a Woodriver Energy Transaction Confirmation Agreement to acquire natural gas.

## **SUPPORTING DOCUMENTS**

1. Greenbush Letter
2. Greenbush Agreement



May 5, 2022

Greenbush Energy Group Members,

It is the recommendation of the Greenbush Energy Group Advisory Committee following a thorough request for proposal process, that members engage Woodriver Energy as their supplier of natural gas for the term of July 1, 2022, through June 30, 2025. The vendor margins, terms and conditions for purchase, transport and delivery are similar to current agreements in place with Encore with the exception swing volume price is protected at 100%. Market prices continue to increase at an alarming rate since Storm Uri in February 2021. Those market increases will be reflected in the final pricing.

It is requested the participation/hedging authorization be signed and returned as quickly as possible as we engage the necessary procedures to change suppliers. You should expect to be contacted by Woodriver Energy with a transaction confirmation agreement which will require signature before service can begin July 1, 2022. We are doing everything possible to obtain an agreement with adequate risk management provisions at a suitable market price. We expect to finalize suppliers and contract language by May 10, 2022.

However, to negotiate from the strongest position we need a unified group. It is the time of year to renew your agreement with the Greenbush Energy Group. Current market conditions, the uncertainty of business operations within the energy sector and challenges for future supply all indicate a significant price increase going forward.

Fees will not be charged until such times as your City/County accepts the terms of the negotiated agreement with the recommended supplier.

By participating in the Greenbush Energy Group, your City/County received the following services:

- Cooperative buying
  1. Vendor qualifications
  2. Volumetric discounts
  3. Contract standardization & risk indemnification
  4. Error rectification
- Market analysis
  1. Trending
  2. Hedging advice
  3. Budget projections

**Girard**  
947 W. 47 Highway  
Girard, KS 66743  
  
P: 620.724.6281  
F: 620.724.6284

**Lawrence**  
1104 E. 1000 Road  
Lawrence, KS 66047  
  
P: 785.690.7081  
F: 785.542.3825

**Topeka**  
6822 SE Ross Street  
Topeka, KS 66619  
  
P: 785.862.7840  
F: 785.862.8688



- Regulatory advocacy
  1. KCC interventions
  2. Legislative updates

Cost is billed to members at a rate of \$450.00/year, \$0.05/Mcf of consumption for the previous twelve months and \$0.02/MCF of consumption of the previous twelve months to engage Tradition Energy in the RFP process.

Attached is the renewal agreement. If your City/County would like to continue participation in this program, or if you would like to join the Greenbush Energy Group, please return a signed agreement to:

Southeast Kansas Education Service Center

Attn: Morgan Harris

[morgan.harris@greenbush.org](mailto:morgan.harris@greenbush.org)

PO Box 189

Girard, KS 66743

***Budget recommendations:***

- *Natural Gas:* I recommend the cost of commodity plus LDC delivery services for 2022/2023 budget purposes be \$11.00/Mcf. This is a significant increase from the recommended \$6.25 in 2021/2022 due to increases in market price and higher costs for appropriate risk management terms.
- *Electricity:* I recommend City/County increase their electricity budgets by 4% plus any anticipated load growth. This reflects anticipated increases to the Transmission and Delivery Surcharge, changes to the Retail Cost Recovery Adjustment portions of your electric rates associated with under collection by the utility following storm Uri in February 2021.

If you have questions concerning the natural gas renewal or any of the information or budget projections included in the Utility Update, please email or call me.

David Banks  
Flint Hills Energy Consultants  
[david@fheconsultants.net](mailto:david@fheconsultants.net)  
(316) 990-8385

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Girard, KS 66743

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6822 SE Ross Street  
Topeka, KS 66619

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**Greenbush Energy Group  
Participation Agreement  
&  
Hedging Authorization  
2022-2023**

Our City/County agrees to participate in the Greenbush Energy Group to acquire natural gas. The costs associated with this program are as follows:

Participation fee: \$450 annually per City/County, provides for training personnel, bid quotes from qualified vendors, purchasing recommendation, initial savings analysis, and the establishment of account services. Fee cannot be prorated.

Service cost fee: Five cents (\$0.05) per Mcf per year based on previous year's usage. Charges cover the following services: email updates, market analysis, strategic buying, legislative and regulatory activity updates, invoices reconciliation of bills, and contract oversight. Natural Gas product supplier will provide start dates.

*The above fees will be billed separately by Greenbush.*

Please mark one of the following:

\_\_\_\_\_ I authorize the Greenbush Energy Group to make a decision on my behalf for the fiscal year dated July 1, 2022 thru June 30, 2023, to move from an index-based price to a fixed price under the existing price agreement with the approved supplier. In addition, the Greenbush Energy Group may determine the month(s) and percentage of historic usage volumes for which said fixed price(s) are to be in effect. This authorization allows for the length of my current supply contract, and includes any extensions.

\_\_\_\_\_ Our City/County will contact the approved supplier directly to lock in our 2022-2023 natural gas prices.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(City/County Name, Address)

\_\_\_\_\_  
(City/County contact)

\_\_\_\_\_  
(Phone number)

\_\_\_\_\_  
(Fax number)

\_\_\_\_\_  
(E-mail address)

\_\_\_\_\_  
(City/County contact)

\_\_\_\_\_  
(Phone number)

\_\_\_\_\_  
(Fax number)

\_\_\_\_\_  
(E-mail address)

**Please complete and return to Morgan Harris, Southeast Kansas Education Service Center, P.O. Box 189, Girard KS. 66743.  
Email: [morgan.harris@greenbush.org](mailto:morgan.harris@greenbush.org) Fax: 620.724.6284.**

**Girard**

947 W. 47 Highway  
Girard, KS 66743

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**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 12, 2022**

**Department Admin**

**Director Approval David Cowan**

**AGENDA ITEM** Consider assigning a lease with Regional Medical Labs to Laboratory Corporation of America Holdings

**SUMMARY RECOMMENDATION** City Staff recommends assigning the lease to Laboratory Corporation of America Holdings.

**BACKGROUND** Regional Medical Laboratory, Inc, an affiliate of Ascension, has contacted the City and is requesting to assign its lease at City Hall, 811 West Laurel, to Laboratory Corporation of America Holdings. They purchased the business and the sales transaction will be closing on May 31, 2022. The City Attorney has reviewed the agreement and will be available to answer any questions the Commissioners may have.

**FINANCIAL INFORMATION** The lease terms will not change.

**SUGGESTED MOTION** I move to approve assigning the lease to Laboratory Corporation of America Holdings.

**SUPPORTING DOCUMENTS**

1. Notice and Assignment of Lease - 811 West Laurel, Independence, KS



**Ascension**

April 29, 2022

The City of Independence, Kansas  
Office of City Clerk, Independence, Kansas  
City Hall  
811 W Laurel  
Independence, KS 67301

Re: Lease Agreement (the “Lease”) dated January 1, 2021 between The City of Independence, Kansas (“Lessor”) and Regional Medical Laboratory, Inc. (“Lessee”)

Dear Sir or Madam:

Please be advised that pursuant to the terms of an Asset Purchase Agreement, dated as of February 9, 2022, Lessee proposes to sell and transfer certain selected operating assets used or held for use in connection with the operation of Lessee’s outreach laboratory testing business (the “Transaction”) to Laboratory Corporation of America Holdings or its affiliates, including, Labcorp Kansas, Inc. (“Assignee”), a wholly-owned subsidiary of Laboratory Corporation of America Holdings. The closing of the Transaction (the “Closing”) is expected to occur on or about May 31, 2022.

In connection with and subject to the Closing, Lessee will assign all of its rights and interests under the Lease to Assignee, and Assignee will assume all of the rights and obligations of Lessee under the Agreement arising on and after the date of the Closing (the “Proposed Assignment”), pursuant to the terms of the enclosed Assignment of Lease Agreement (“Assignment Agreement”).

Pursuant to the terms of the Lease, your consent is required for the Proposed Assignment. Accordingly, the purpose of this letter is to (a) serve as written notice to you of the Proposed Assignment, and (b) respectfully request your approval of and consent to the Proposed Assignment pursuant to the terms of the enclosed Assignment Agreement, as evidenced by Lessor’s prompt return of an executed copy of the Assignment Agreement. This letter shall satisfy any provision of the Lease requiring notice of the Transaction and the Proposed Assignment. If for any reason the Closing does not occur, then this letter will be of no force or effect.

**We are requesting that you provide an executed copy of the Assignment Agreement as soon as possible, and in any event before May 15, 2022.**

Ascension  
4600 Edmundson Road  
St. Louis, MO 63134

314-733-8000  
[ascension.org](http://ascension.org)

Please send a copy of the executed Assignment Agreement via e-mail to [akling@hallrender.com](mailto:akling@hallrender.com).

We appreciate your assistance and cooperation in this matter. If you have any questions prior to Closing, please do not hesitate to contact our counsel:

Alison Kling  
Attorney  
Hall Render Killian Heath & Lyman  
317.977.1407  
[akling@hallrender.com](mailto:akling@hallrender.com)

Sincerely,  
Kelly M. Bondy  
Senior Attorney – Real Estate

## ASSIGNMENT OF LEASE AGREEMENT

811 West Laurel, Independence, Kansas 67301

This ASSIGNMENT OF LEASE AGREEMENT (this “Agreement”) is made and entered into as of \_\_\_\_\_, 2022 (the “Effective Date”), by and between REGIONAL MEDICAL LABORATORY, INC., an Oklahoma for profit business corporation (“Assignor”); and LABCORP KANSAS, INC., a Delaware corporation (“Assignee”); and THE CITY OF INDEPENDENCE, KANSAS, a municipal corporation duly organized and existing under the laws of the State of Kansas (“Lessor”).

### RECITALS

WHEREAS, Assignor, as “Lessee,” and Lessor are parties to a certain Lease Agreement dated January 1, 2021 (collectively, the “Lease”), pursuant to which Lessee leases certain premises comprising of approximately two thousand five hundred eighty-two (2,582) square feet in the building located at 811 West Laurel, Independence, Kansas 67301 (the “Premises”), with said Premises being more particularly described in the Lease;

WHEREAS, in connection with Assignee’s purchase of certain assets of Assignor (the “Asset Purchase”), Assignor desires to assign to Assignee all of Assignor’s right, title and interest in and to the Lease, upon the terms and conditions set forth herein;

WHEREAS, Assignee desires to accept such assignment and to assume all of Assignor’s rights and obligations under the Lease, upon the term and conditions set forth herein; and

WHEREAS, Lessor desires to consent to the assignment and memorialize such consent herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises contained herein, the parties agree as follows:

1. Assignment by Assignor. Assignor assigns to Assignee all of Assignor’s right, title, and interest as Lessee in and to the Lease accruing on and after the Effective Date. Assignor hereby represents to Assignee and Lessor that the Lease is in full force and effect, and, to Assignor’s knowledge, no event has occurred which, with notice or the passage of time, could constitute a default by either party under the Lease.

2. Assumption by Assignee. Assignee accepts the assignment and all rights and obligations accruing to it as Lessee under the Lease and assumes and agrees to make all payments and keep and perform all covenants and obligations of Assignor under the Lease accruing on and after the Effective Date.

3. Lessor’s Consent and Release of Assignor’s Liability. Lessor consents to the assignment as of the Effective Date and to subsequent assignments to any direct or indirect wholly-owned subsidiary of Laboratory Corporation of America Holdings and acknowledges that (i) a true and accurate copy of

the Lease including all amendments, modifications, and extensions thereof, is attached as Exhibit A, and (ii) no event has occurred which, with notice or the passage of time, could constitute a default by either Lessor or Assignor under the Lease. By executing this Agreement, Lessor agrees that Assignor is released from any and all obligations accruing to Assignor under the terms of the Lease effective on and after the Effective Date.

4. Notices. From and after the Effective Date, any notice to be given hereunder or under the Lease to Assignee will be given in the manner provided in the Lease and addressed as follows:

Laboratory Corporation of America Holdings  
348 South Main Street  
Burlington, NC 27215  
Attention Corporate Real Estate

With a copy to:

Laboratory Corporation of America Holdings  
531 South Spring Street  
Burlington, NC 27215  
Attention: Law Department

5. Binding Effect; Entire Agreement. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assignees. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose. Except as amended or supplemented hereby, the Lease shall remain in full force and effect.

6. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or e-mail transmittal shall be as effective as delivery of a manually executed signature page to this Agreement.

7. Condition to Assignment and Assumption. Notwithstanding any of the foregoing, this Agreement is conditioned on the closing of the Asset Purchase transaction.

*Signatures on following page*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be properly executed by their duly authorized representatives as of the Effective Date.

**ASSIGNOR:**

REGIONAL MEDICAL LABORATORY, INC.,  
an Oklahoma for profit business corporation

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

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

Its: \_\_\_\_\_

**ASSIGNEE:**

LABCORP KANSAS, INC., a Delaware  
corporation

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

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

Its: \_\_\_\_\_

**LESSOR:**

THE CITY OF INDEPENDENCE, KANSAS, a  
municipal corporation duly organized and existing  
under the laws of the State of Kansas

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

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

Its: \_\_\_\_\_

**EXHIBIT A**

**The Lease**

See attached

## **LEASE AGREEMENT**

This **LEASE AGREEMENT ("Agreement")** is entered effective January 1, 2021 ("**Effective Date**"), by and between **CITY OF INDEPENDENCE ("Lessor")** and **REGIONAL MEDICAL LABORATORY, INC. ("Lessee")**.

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, 2,582.21 square feet of space in the Lessors' facility located at 811 West Laurel, Independence, Kansas 67301 (the "**Building**"); and

**NOW, THEREFORE**, for and in consideration of the mutual covenants and the agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Lessor and Lessee AGREE as follows:

1. **Leased Premises.** Lessor shall lease to Lessee, for Lessee's exclusive use, approximately 2,582.21 net rentable square feet in the Building ("Leased Premises"). Lessee shall share the use of all parking areas associated with the Building with Lessor's tenants in the buildings owned by Lessor which are adjacent to the Building.

2. **Base Rental.** Lessee agrees to pay "Base Rental" to Lessor on a monthly basis for use of the Leased Premises in the sum of \$2,151.85 per month; provided, however, Base Rental for a partial month of utilization by Lessee shall be prorated on a per diem basis. The Base Rental shall be subject to an annual increase, provided that the increase shall be no more than two (2) percent.

3. **Payment Due Date.** Beginning on the Commencement Date (defined in Section 4), Lessee shall pay the Base Rental (prorated for any partial month) to Lessor by the 5th calendar day of each month during the Term. The Base Rental shall be payable to the Lessor at the address set forth in Section 18.

4. **Term.** The term of this Agreement shall commence on January 1, 2021 ("**Commencement Date**"), and shall continue thereafter for a period of one (1) year ("**Term**"), unless earlier terminated pursuant to this Agreement. This Agreement shall automatically renew for successive one (1) year terms unless either party, no less than 90 days prior to expiration of the then current term, notifies the other party in writing of its intent to terminate this Agreement.

5. **Permitted Use.** Lessee shall only use the Leased Premises for the furnishing of healthcare services, and incidental purposes, in conformity with all applicable laws and the terms of this Agreement.

6. **Delivery of Leased Premises and Parking.** Lessor shall deliver the Leased Premises to Lessee on the Commencement Date in its then current condition. Lessee accepts the Leased Premises in its existing condition. Lessor shall be guaranteed three (3) reserved parking spaces.

7. **Furniture and Equipment.** Lessee shall be solely responsible for personal property, medical supplies, instruments or medications placed in or used on the Premises by Lessee. Lessee shall



not install any equipment which may necessitate any changes, replacements or additions to the water, plumbing, heating, air conditioning or electrical systems servicing the Leased Premises without the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned, or delayed.

8. **Maintenance.** Lessee shall perform ordinary and routine maintenance in the Leased Premises and keep the Leased Premises in a clean and orderly condition, provided that Lessee shall not be required to spend more than two-hundred dollars (\$200) per month on maintenance and shall have no duty to repair the Leased Premises unless caused by the negligence or intentional misconduct of Lessee. Lessor shall furnish to the Leased Premises the following services as required for the comfortable use and occupancy of the Leased Premises (excluding all generally recognized holidays):

- a. Water as required for normal and customary medical office use;
- b. Central heat and air conditioning;
- c. Electrical power as required for normal and customary medical office use;
- d. Lamps, bulbs, tubes and ballasts for building standard lighting fixtures used on the Leased Premises;
- e. Sanitary sewer services;
- f. Non-infectious waste disposal; and
- g. All repairs to, maintenance of, and replacement of (as needed) the Leased Premises and all HVAC, mechanical, electrical and plumbing systems on the Leased Premises.

9. **Right of Access.** Upon reasonable notice to Lessee, Lessor and its agents shall have access to the Leased Premises for the purpose of examining the same to ascertain whether it is in good repair and to make reasonable repairs as required hereunder.

10. **Operating Rules and Regulations.** Lessee agrees to comply with all local, state, and federal governmental laws, regulations and requirements, as well as any rules or procedures developed by Lessor and Lessee relating to the operation and/or use of the Leased Premises.

11. **Quiet Enjoyment.** So long as Lessee is not in default under this Agreement, Lessee shall be entitled to peaceful, quiet and exclusive enjoyment of the Premises.

12. **Termination.** If either party defaults in the performance of its obligations under this Agreement, and the default is not cured within 30 days after receiving written notice of default from the non-defaulting party, then the non-defaulting party shall have the right to immediately terminate this Agreement by providing the defaulting party with written notice of termination. In the event of damage to the Leased Premises by reason of fire, flood, tornado or other natural disaster or casualty, either party may terminate this Agreement concurrent with such loss upon written notice to the other party. Lessee shall be allowed to terminate this Agreement at any time, without cause, upon ninety (90) days' written notice to Lessor.

13. **Surrender of Leased Premises.** At the termination of this Agreement, Lessee shall relinquish the Leased Premises to Lessor.

14. **Insurance.** At its expense, Lessor shall maintain fire and extended coverage on the Building. Such insurance may not cover the Lessee's contents in the Building.

Lessee shall be fully responsible for maintaining any insurance coverage on its personal property in the Leased Premises.

Lessor and Lessee shall each maintain public liability insurance covering bodily injury and property damage legal liability with respect to the Leased Premises. Each policy shall name both the Lessor and the Lessee as additional insureds.

15. **Professional Services.** Lessor shall have no control, supervision or responsibility over the professional healthcare services rendered by Lessee during the Term. All decisions related to these services shall be made solely by Lessee.

16. **Legislative, Regulatory or Administrative Change.** In the event of a change in: (i) federal or state statutes, regulations, guidance, or instructions; (ii) the interpretation of any of the foregoing, whether by case law or otherwise; or (iii) the adoption of new federal or state legislation, any of which are reasonably likely to make this Agreement unlawful, the parties shall immediately enter into good faith negotiations regarding a new arrangement that complies with the new or changed regulation or policy and that approximates as closely as possible the economic position of the parties under this Agreement prior to the change. If good faith negotiations cannot resolve the matter, then this Agreement and the relationship between the parties established by this Agreement shall be terminated in an orderly and expedient manner.

17. **Indemnification.** Each party ("**Indemnifying Party**") agrees to defend, indemnify and hold harmless the other, its agents, servants and employees ("**Indemnified Party**") from any liabilities, claims, demand, damages, losses, expenses, costs or legal proceedings (including reasonable attorneys' fees incurred in connection with the defense of any such matter) arising from or resulting in any injury or damage to persons (including death) or property which may be made or brought against the Indemnified Party by any third party, not claiming by, through or under the Indemnified Party sustained or claimed to have been sustained as the result of the negligent or willful act or acts or omission or omissions to act or fraud of the Indemnifying Party, its agents, employees, servants, or contractors. The Indemnified Party, at its option, shall have the right to participate in the investigation or defense of any such claim or demand without relieving the Indemnifying Party of its obligations hereunder.

18. **Notices.** All notices, consents, requests, instructions, approvals and other communications provided for herein, and all legal process in regard hereto, shall be validly given, made or served, if in writing and delivered or personally sent by United States certified or registered mail, postage prepaid, return receipt requested, by reputable overnight courier service or personal delivery, or sent via facsimile to:

If to Lessor:

Office of City Clerk, Independence, Kansas  
City Hall  
811 W Laurel  
Independence, KS 67301

If to Lessee:

St. John Medical Center, Inc.  
1923 S Utica Avenue  
Attn: Real Estate Portfolio Manager  
Tulsa, OK 74104

or to the other addresses as any party hereto may, from time to time, designate in writing delivered in like manner.

19. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior correspondence, memoranda, agreements or understandings (written or oral) with respect hereto are merged into and superseded by this Agreement.

20. **Amendment.** No amendment to this Agreement shall be binding unless in writing, dated subsequent to the date hereof and executed by the parties.

21. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall be deemed one agreement binding on the parties.

22. **Assignment; Successors.** Neither party shall assign this Agreement or any interest herein without the prior written consent of the other party, provided however, that this Agreement may be assigned to an affiliate of Lessee without the consent of Lessor. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in accordance with the terms of this Agreement.

23. **Dispute Resolutions; Governing Law.** Lessor and Lessee agree that Kansas law shall govern the resolution of any dispute under this Agreement. Lessor and Lessee stipulate and agree that venue for resolution of any dispute between them under this Agreement shall be in Montgomery County, Kansas. The prevailing party in any legal action to enforce this Agreement shall be entitled to recover from the non-prevailing parties to the legal action all of its reasonable attorney's fees and expenses so incurred.

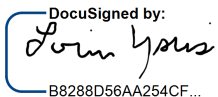
[SIGNATURE PAGE FOLLOWS]

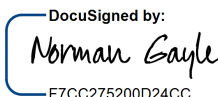
N0142932

AGREED TO as of the Effective Date.

CITY OF INDEPENDENCE

REGIONAL MEDICAL LABORATORY, INC.

By:  B8288D56AA254CF...  
Louis Ysusi, Mayor

By:  F7CC275200D24CC...  
Norman Gayle, Vice President and COO



**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 12, 2022**

**Department Admin**

**Director Approval David Cowan**

**AGENDA ITEM** Consider adopting an ordinance repealing certain provisions of the City Weed Ordinance and setting forth vegetation height at 8 inches.

**SUMMARY RECOMMENDATION** Staff recommends amending the Ordinance to 8 inch high vegetation.

**BACKGROUND** The Code Enforcement Department is currently enforcing a vegetation violation starting at 12 inches. The Ordinance requires the officer to send a letter to the owner, giving them a week to correct the violation. The Code Enforcement officer then must return and inspect the yard. She then turns in a work order to mow the yard if it has not been mowed. The mowing crew often is mowing grass between 16 inches to 24 inches tall by the time they arrive at the location.

The Code Enforcement Officer has checked with other cities and discovered they send a violation notice when the vegetation is between 6 to 10-inch tall. The Code Enforcement officer reviewed this issue with the Beautification Committee, and they recommended amending the Ordinance to establish 8 inches high vegetation as a violation.

**FINANCIAL INFORMATION** No financial impact

**SUGGESTED MOTION** I move to approve Ordinance 4387 repealing City Code 42-181 through 42-188 and replacing it with the change of vegetation height to 8 inches.

**SUPPORTING DOCUMENTS**

1. Proposed Ordinance

## ORDINANCE NO. 4387

### **An Ordinance Repealing Certain City Code Provisions Having to do with Abatement of Public Nuisances And Setting Forth New Terms and Conditions**

*BE IT ORDAINED* by the Governing Body of the City of Independence, Kansas:

**Section 1.** Repeal. City Code Sections 42-181 through 42-188 are hereby repealed and replaced with the following.

**Section 2.** Definitions. The following terms when used in this Ordinance shall have the meanings ascribed to them except where the context clearly indicates otherwise:

*Calendar Year* – The period of time beginning January 1 and ending December 31 of the same year.

*Weeds* – The term weeds shall mean any of the following:

- a. Brush and woody vines;
- b. Vegetation and indigenous grasses which may attain such large growth as to become, when dry, a fire hazard to adjacent property;
- c. Vegetation which may bear seeds of a downy or wingy nature;
- d. Vegetation which is located in an area which harbors rats, insects, animals, reptiles, or any other creature which either may or does constitute a hazard to the health, public safety or welfare; and
- e. Vegetation and indigenous grasses which, because of their height, have a blighting influence on the neighborhood. Any vegetation and indigenous grasses which exceed 8 inches in height shall be presumed to constitute a blight.

The definition of weeds shall not include trees, bushes, flowers, or other ornamental plants.

*Property* – Any lot or area between property lines including, but not limited to, privately owned land and areas consisting of adjacent rights of way whether they be

sidewalks, streets, alleys, or easements.

*Responsible Party* – Any owner, agent, lessee, tenant, occupant or other person or entity occupying or having charge or control of property.

*Code Enforcement Officer* – The person, or persons, designated by the City Manager to enforce the provisions of this Ordinance.

**Section 3.** Removal Required. It shall be unlawful for any responsible party to permit weeds to remain on property. Weeds which are not cut or mowed as required by this Ordinance are hereby declared to be a nuisance subject to abatement as provided herein.

**Section 4.** Notice. When the Code Enforcement Officer finds property which is in violation of this Ordinance, notice in writing shall be given to the responsible party of the following:

- a. That the responsible party is in violation of this Ordinance;
- b. That the responsible party is ordered to cut or mow the weeds within seven (7) days from the date of the notice;
- c. That within five (5) days from the date of notice, the responsible party may make written request to the City Clerk for a hearing before the Governing Body, or its designated representative;
- d. That if the responsible party does not cut or mow the weeds and come into compliance with the Ordinance, the nuisance will be abated and the responsible party will be assessed the cost of the abatement to include a reasonable administrative fee;
- e. That if the nuisance is abated by the City, the responsible party will be given an opportunity to pay the assessment, and if not paid, the assessment may be collected by the City in any of the following ways:
  - (i) by referral to a collection agency; and/or
  - (ii) by filing a civil lawsuit; and/or
  - (iii) certifying the assessment to the Montgomery County Clerk at the time other special assessment are certified for the purpose of spreading the assessment on the tax rolls of Montgomery County.

f. That if the responsible party does not pay the assessment as requested, and a civil lawsuit is filed, reasonable attorney fees may be collected in addition to the assessment; and

g. That this notice is only required to be given once per calendar year, and once given, abatement of a repeat nuisance may be undertaken by the Code Enforcement Officer without further notice to the responsible party, and additional abatement costs and fees assessed accordingly.

**Section 5.** Service of Notice. The notice must be served upon one or more of the persons or entities who fall within the definition of a responsible party. The manner of service may either be by personal service or by posting a copy of the notice on or near the door of any structure located on the property followed by mailing a copy of the notice by First Class Mail to any responsible party. There shall be presumption that a notice sent by First Class Mail was served unless the letter was returned undelivered. Any and/or all of the persons or entities included in the definition of responsible party may be served. However, only those persons or entities served with the notice of violation may be held responsible for any assessment for cost of abatement. If more than one responsible party is served, the liability for the assessment shall be joint and several and may be collected against any responsible party served.

**Section 6.** Abatement. In the event the responsible party does not cut or mow the weeds within seven (7) days from date of notice, the Code Enforcement Officer may abate the nuisance at the cost of the responsible party. The amount of the assessment for abatement shall be the amount prescribed in Appendix D.

**Section 7.** Right of Entry. The Code Enforcement Officer is hereby expressly authorized to enter upon private property at all reasonable hours for the purpose of inspecting, mowing, cutting, and abating any weeds as part of his enforcement duties under this Ordinance.



**Section 8.** Penalty. Any responsible party who, having received notice of violation, fails, refuses or neglects to cut or mow the weeds within seven (7) days from the date of the notice prescribed in this Ordinance, or who interferes with, or attempts to interfere with, the Code Enforcement Officer in the performance of his duties under this Ordinance, upon conviction, shall be punished as provided in City Code Section 1-14.

**Section 9.** Noxious Weeds. Nothing in this Ordinance shall affect or impair the rights of the City under the provisions of Kansas Statutes Annotated Chapter 2, Article 13, relating to the control and eradication of certain noxious weeds. For purposes of this Section, the term *Noxious Weeds* shall mean kudzu (*Pueraria lobata*), fiel bindweed (*Convolvulus arvensis*), Russian knapweed (*Centaurea picris*), hoary cress (*Lepidium draba*), Canada thistle (*Cirsium arvense*), quackgrass (*Agropyron repens*), leafy spurge (*Euphorbia esula*), burragweed (*Franseria tomentosa* and *discolor*), pignut (*Hoffmannseggia densiflora*), musk (nodding), thistle (*Carduusnatans* L.), and Johnson grass (*Sorghum halepense*).

**Section 10.** This Ordinance shall take effect upon its publication in the official City newspaper.

*Adopted by the Governing Body of the City of Independence, Kansas, on the \_\_\_\_ day of \_\_\_\_\_, 2019.*

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Dean A Hayse, Mayor

ATTEST:

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DAVID W. SCHWENKER, City Clerk



**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 12, 2022**

**Department Admin**

**Director Approval Kelly Passauer**

**AGENDA ITEM** Consider proclaiming May 22, 2022 as "Harold R. Andrews American Legion Auxiliary Unit 139 Centennial Day"; and consider proclaiming May 27, 2022 as National Poppy Day.

**SUMMARY RECOMMENDATION** Approve the proclamations.

**BACKGROUND** The American Legion Auxillary has requested that the City proclaim May 22, 2022 as "Harold R. Andrews American Legion Auxiliary Unit 139 Centennial Day"; and proclaim May 27, 2022 as National Poppy Day.

**FINANCIAL INFORMATION** N/A

**SUGGESTED MOTION** I move to proclaim May 22, 2022 as "Harold R. Andrews American Legion Auxiliary Unit 139 Centennial Day"; and proclaim May 27, 2022 as National Poppy Day.

**SUPPORTING DOCUMENTS**

1. Mayor Letter With Proclamations
2. ALA Proclamation Centennial
3. Poppy Day Proclamation

DATE: May 1, 2022  
TO: City Manager Kelly Passauer [KellyP@IndependenceKs.gov](mailto:KellyP@IndependenceKs.gov)  
Mayor Dean Hayse [inksm05@yahoo.com](mailto:inksm05@yahoo.com)  
FROM: Harold R Andrews American Legion Auxiliary Unit 139  
P.O.Box 1296, Independence, KS  
La Veta Darbro, Secretary 620-642-7253  
RE: Agenda request for May 12, 2022 – ALA 100 Years & Poppy Day  
Proclamations and Invitation to Celebrate With Us

Dear Mayor Hayse,

Following our conversation, the Harold R Andrews American Legion Auxiliary Unit 139 of Independence, Kansas would like our requests for an “**American Legion Auxiliary Centennial Day Community Proclamation**” and a proclamation designating **May 27, 2022 as National Poppy Day** included in the next meeting agenda for consideration. (Sample templates are attached to aid in preparation of the proclamations.)

\*American Legion Auxiliary Centennial Message Points:

- National American Legion Auxiliary was founded Nov. 10, 1919, a few months after The American Legion was founded after the end of World War I in Paris, France. The American Legion is chartered by Congress.
- Local Harold R Andrews American Legion Auxiliary Unit 139, Independence, was chartered May 22, 1922.
- The American Legion Auxiliary adheres to the following purposes:
  - To support & advocate for veterans, military, & their families.
  - To support the initiatives & programs of The American Legion.
  - To foster patriotism and responsible citizenship.
  - To award scholarships & promote quality education & literacy.
  - To provide educational & leadership opportunities that uphold the ideals of freedom & democracy & encourage good citizenship & patriotism in government.
  - To increase our capacity to deliver our mission by providing meaningful volunteer opportunities within our communities.
  - To empower our membership to achieve personal fulfillment through *Service Not Self*.
- The American Legion Family includes The American Legion, American Legion Auxiliary, Sons of The American Legion, & American Legion Riders.
- Focus areas of the American Legion Auxiliary are advocacy for veterans, veterans/military support, military families, and youth development.
- The value of American Legion Auxiliary members' volunteer service each year is estimated at \$1.1 billion and ALA members volunteer more than 12 million hours each year.

\*\*Talking Points About National Poppy Day:

- With the support of Congress, May 27, 2022, is designated as National Poppy Day. The American Legion Family encourages all patriotic Americans to wear a red poppy as a symbol of remembrance & hope.
- This is a wonderful opportunity to educate the public about the service members who have made the ultimate sacrifice.
- The poppy is a symbol of the sacrifices made in service to our country. Wearing the flower on National Poppy Day pays tribute to the fallen and the future of living veterans, active-duty military personnel & their families.
- National Poppy Day is an initiative supported by the entire American Legion Family,

Harold R Andrews American Legion Auxiliary Unit 139 would be honored to have your support by sponsoring these official proclamations in Independence, Kansas recognizing their 100 Years of Service and May 27, 2022, as National Poppy Day in our community.

We extend an invitation for you and guest to attend our **100<sup>th</sup> Birthday Celebration** and present your proclamations Saturday, May 14, 2022 from 5-7 pm at the Independence American Legion – 1531 W Main. Food, fun & fellowship is planned, along with door prizes and an auction supporting our programs.

If you or your staff have any questions concerning the request, the sample proclamations, the event, or National Poppy Day, please call me at the number above. As always, we appreciate your support!!

Attached: Sample “American Legion Auxiliary Centennial Day Proclamation:  
Sample – “National Poppy Day Proclamation”

## American Legion Auxiliary Centennial Day Community Proclamation

WHEREAS, The National American Legion was chartered by Congress in 1919 as a wartime veterans organization based on the four pillars of care for veterans, national security, Americanism, and children & youth; and

WHEREAS, The members of the American Legion are dedicated to upholding the ideals of freedom and democracy, while working to make a difference in the lives of fellow Americans; and

WHEREAS, The American Legion Auxiliary was also founded in 1919 to support The American Legion and honor the sacrifice of those who serve by enhancing the lives of our veterans, military, and their families, both at home and abroad,

WHEREAS, The National American Legion Auxiliary celebrated its centennial in 2019-2020; and

WHEREAS, local Harold R. Andrews American Legion Auxiliary Unit #139, was chartered May 22, 1922 in Independence, Kansas;

NOW, THEREFORE, I, DEAN HAYSE, MAYOR of the CITY of INDEPENDENCE, do hereby proclaim May 22, 2022 as **“Harold R. Andrews American Legion Auxiliary Unit 139 Centennial Day”** in celebration of 100 Years of Service to the Community, State, and Nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the CITY OF INDEPENDENCE, KANSAS ON THIS 12<sup>th</sup> day of May, 2022.

\_\_\_\_\_  
Dean A. Hayse, Mayor

\_\_\_\_\_  
Date

CITY OF INDEPENDENCE, KANSAS

## National Poppy Day Proclamation

Expressing support for the designation of May 27, 2022, as National Poppy Day in Independence and recognizing the importance of honoring those who have worn our nation's uniform; and

WHEREAS, poppies are worn and displayed as a symbol tribute to our fallen and the future of living veterans and service members; and

WHEREAS, at the end of World War I, The American Legion Family adopted the poppy as a symbol of freedom and the blood sacrificed by troops in wartimes. The symbolic use of the poppy comes from the poem "In Flanders Fields," which movingly begins, "In Flanders Fields the poppies blow, between the crosses, row on row," referring to the poppies that sprang up in the churned-up earth of newly dug soldiers' graves over parts of Belgium and France; and

WHEREAS, The American Legion Family has long utilized the red poppy as its official flower, symbolizing the blood shed by those who have served in our U.S. military, and the meaning and symbolism of the poppy, mirroring the manner in which the poppy is symbolically showcased in England and Canada in celebratory fashion on their Remembrance Day, also known as Armistice Day and Poppy Day; and

WHEREAS, wearing a poppy will unite citizens from across the country who decide to show their patriotism; and

WHEREAS, May 27, 2022, would be an appropriate date to designate as National Poppy Day.

Now, therefore, be it Resolved, that the CITY OF INDEPENDENCE –

- Supports the designation of May 27, 2022 as National Poppy Day; and
- Encourages all citizens, residents and visitors in Independence to join in observing this day to honor every service member who has died in the name of liberty, freedom and democracy while also showing their support for living veterans, service members and their families.

---

Dean A. Hayse, Mayor  
CITY OF INDEPENDENCE

---

Date



**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 12, 2022**

**Department Fire-EMS**

**Director Approval Shawn Wallis**

**AGENDA ITEM** Consider proclaiming May 15th through 21st as EMS Week.

**SUMMARY RECOMMENDATION** Proclaim the week of May 15th-21st as EMS Week.

**BACKGROUND** In 1974, President Gerald Ford authorized EMS Week to celebrate EMS practitioners and the important work they do in our nation's communities. Back then, EMS was a new profession, and EMS practitioners had only just started to be recognized as a critical component of emergency medicine and the public health safety net. Today, things have surely changed as our EMS professionals are on the front-line of the COVID-19 crisis—planning, adapting and responding every day to take care of the communities that we serve.

**FINANCIAL INFORMATION** N/A

**SUGGESTED MOTION** I move to proclaim the week of May 15th through 21st as EMS Week.

**SUPPORTING DOCUMENTS**

1. EMS Week Proclamation 2022



## **EMS Week Proclamation**

To designate the Week of May 15-21, 2022, as Emergency Medical Services Week

**WHEREAS**, emergency medical services is a vital public service; and

**WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, emergency medical services has grown to fill a gap providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

**WHEREAS**, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

**WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

**THEREFORE**, I Dean A. Hayse, Mayor, City of Independence, Kansas in recognition of this event do hereby proclaim the week of May 15-21, 2022, as

## **EMERGENCY MEDICAL SERVICES WEEK**

With the EMS Strong theme, **EMS WEEK: Rising to the Challenge**, I encourage the community to observe this week with appropriate programs, ceremonies, and activities.

---

Dean A. Hayse, Mayor





**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 12, 2022**

**Department Admin**

**Director Approval Kelly Passauer**

**AGENDA ITEM** Consider City Board Appointments.

**SUMMARY RECOMMENDATION** Reappoint eligible members to City Boards.

**BACKGROUND**

1. Library Board of Trustees -- Rachel Koszalka and Michelle Anderson are eligible to serve an additional term and they would both like to be reappointed.
2. Housing Authority -- Rita Ortolani and Eddie Rodgers are eligible to serve an additional term and would both like to be reappointed.
3. Landbank -- Jeri Hammerschmidt and Lisa Richard are eligible to serve an additional term and they both would like to be reappointed.
4. Park Board -- Steve McBride and Jim Hogan are eligible to serve an additional term and they would both like to be reappointed. Val DeFever has served two full terms and we would like to thank her for her service. Applications will be received for this opening until noon on June 17, 2022. Ms. DeFever will continue to serve on the board until she is replaced.
5. Tree Board -- Tim Haynes is eligible to serve an additional term, however, he does not wish to be reappointed. Twila Hawthorne has served two full terms and we would like to thank her and Tim for their service. Applications will be received for this opening until noon on June 3, 2022.. Mr. Haynes and Ms. Hawthorne will continue to serve on the board until they are replaced.
6. Recreation Commission -- Tony Turner has served two full terms and we would like to thank him for his service. Applications will be received for this opening until noon on June 17, 2022. Mr. Turner will continue to serve on the board until he is replaced.
7. Historic Preservation Resource Commission (Certified Local Government) -- We have two vacancies on this board. Applications are due by Noon on May 20, 2022.

**FINANCIAL INFORMATION** N/A

**SUGGESTED MOTION**

1. I move to reappoint Rachel Koszalka to a 1st term and Michelle Anderson to a 2nd term on the Independence Library District Board of Trustees.
2. I move to reappoint Rita Ortolani to a 1st term and Eddie Rodgers to a 2nd term on the Independence Housing Authority.
3. I move to reappoint Jeri Hammerschmidt to a 1st term and Lisa Richard to a 2nd term on the Independence Landbank Board.

4. I move to reappoint Steve McBride to a 1st term and Jim Hogan to a 2nd term on the Independence Park Board.

## **SUPPORTING DOCUMENTS**



**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 12, 2022**

**Department Finance**

**Director Approval Lacey Lies**

**AGENDA ITEM** Consider accepting a land donation from Evergy for the Central Park Sports Complex Project

**SUMMARY RECOMMENDATION** Accept the donation of Land from Evergy.

**BACKGROUND** The City of Independence has been working with Evergy to help support the renovation and expansion of the sporting complex on Park Blvd, to be known as the Central Park Sports Complex. Evergy has agreed to donate land to the east of the current baseball field that they no longer utilize, to support the expansion of a future baseball field and trail.

**FINANCIAL INFORMATION** In lieu of payment, the City acknowledges the donation of the property as an in-kind contribution to the Central Park Sports Complex Project with a value of \$1,693.

**SUGGESTED MOTION** I move to accept the donation of Land outlined in the Evergy Donation Agreement pending City Attorney approval.

**SUPPORTING DOCUMENTS**

1. EVERGY DONATION AGREEMENT
2. CENTRAL PARK - MASTER PLAN - 1.22.22-TRAIL LENGTH

## DONATION AGREEMENT

This Donation Agreement (“Agreement”), is made by and between Evergy Kansas South, Inc. (“EVERGY”) with principal offices at the address of 818 South Kansas Avenue, Topeka, KS 66601, and the following the City of Independence, Kansas (“CITY”) with a principal address of 811 West Laurel Street, Independence, KS 67301 and is effective as of the later date shown on the signature page of this Agreement:

### RECITALS

Whereas, EVERGY, is the owner of three (3) parcels of land within the city limits of Independence, KS commonly known as the Verdigris Substation, and more particularly described as follows (Property):

**Beginning at the intersection of the South line of the Atchison, Topeka and Santa Fe Railway Right of Way with the East line of the West half (1/2) of the East half (1/2) of Section Thirty (30) Township Thirty-two (32) Range Sixteen (16) East of the Sixth Principal Meridian, thence South Six Hundred and Twenty-six and four-tenths (626.4) feet, thence with an angle to the right of 90° 38’ along the center line of the alley in Block Seventeen (17) as shown on the recorded plat of McBrides’s North Side Addition to the City of Independence, Kansas, Six Hundred and Seventy-eight and forty-two-hundredths (678.42) feet to the center line of Second Street as shown on said plat, thence with an angle to the right of 89° 50’ along the center line of said Second Street, Four Hundred and Thirty-two and three-tenths (432.3) feet to the south line of the right of way of the Atchison, Topeka and Santa Fe Railway, thence northeasterly along the south line of said right of way Seven Hundred and two-tenths (700.2) feet to the point of beginning.**

AND

**Lots one (1), two (2), three (3), four (4), five (5), six (6), seven (7), eight (8), nine (9) and ten (10) in Block seventeen (17), in McBride’s North Side Addition to the city of Independence, Kansas, according to the recorded plat thereof.**

Whereas, the CITY desires to use the Property to expand the CITY’S public Central Park Sports Complex (Complex)

NOW THEREFORE, for good and valuable consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. EVERGY agrees to transfer ownership of the Property to CITY by Quit Claim Deed on or before April 30, 2022. All closing and recording costs and document preparation shall be the responsibility of the CITY.
2. The Property is being transferred in its condition at Closing, AS IS, with all faults and without any warranties, representations or guarantees, either express or implied, of any kind. CITY may make their own inspections of the Property and has not relied on any information that may have been given by or made by or on behalf of EVERGY. CITY

acknowledges that EVERGY has not, does not and will not make any representation or warranty with regard to compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including but not limited to those pertaining to the handling, generation, treatment, storage or disposal of any hazardous waste or substance. CITY acknowledges that the Property was previously used as an electric substation, and that the Property may be in a flood plain.

3. In lieu of payment, the CITY shall acknowledge the donation of the Property as an in-kind contribution to the Central Park Sports Complex Project with a value of no less than \$1,693.00. EVERGY shall receive acknowledgement from the CITY on their donor recognition wall at the Complex and/or other advertising opportunities agreed upon by both Parties. EVERGY shall, if it so chooses, also have the opportunity to present the land to the project in a public forum in a format agreed upon by both Parties.
4. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement. No modification or amendment of this Agreement shall be binding upon the parties, or either party, unless in writing and fully executed.

EVERGY and CITY have executed this Agreement as of the date on which the last party to this Agreement signs and dates the Agreement below (the "Effective Date").

**CITY**

CITY OF INDEPENDENCE, KS

**EVERGY**

EVERGY KANSAS SOUTH, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# INDEPENDENCE, KANSAS CENTRAL PARK MASTER PLAN

OCTOBER 2021



## LEGEND

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

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

## NOTES:

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





**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 12, 2022**

**Department Admin**

**Director Approval David Cowan**

**AGENDA ITEM** Consider approving Change Orders for the Fire-EMS project.

**SUMMARY RECOMMENDATION** Approve change orders.

**BACKGROUND** Two change orders, PCCOR #005 and PCCOR #006 have been submitted to the City by McCown Gordon.

PCCOR #005 consists of:

- a deductive change to the paint (savings of \$7,948.65)
- a change to interior door hardware for security (additional cost of \$313.50),
- an additional stem wall added near the patio at a cost of \$6,589.47, and
- addition of \$386.61 to the owner contingency.

Of the constituents, the stem wall was not requested by the City. This stem wall was necessary due to the grades surrounding the northern patio to ensure future building integrity due to outside moisture. Although the engineering necessity of the change is not currently disputed, the cost is still being examined. It is requested that the change order be approved at this point to not interfere with building construction timelines, but that this number is subject to additional verification.

PCCOR #006 consists of a single item, namely the addition of approximately 40 cubic yards of additional foundation concrete and steel required due to the load analysis on the building. Unanticipated aerodynamic uplift forces due to wind loads required a heavier foundation than would be normally anticipated. The pricing of this work at \$14,040.32 has been analyzed and is favorable to the City. It is requested that the change order be approved.

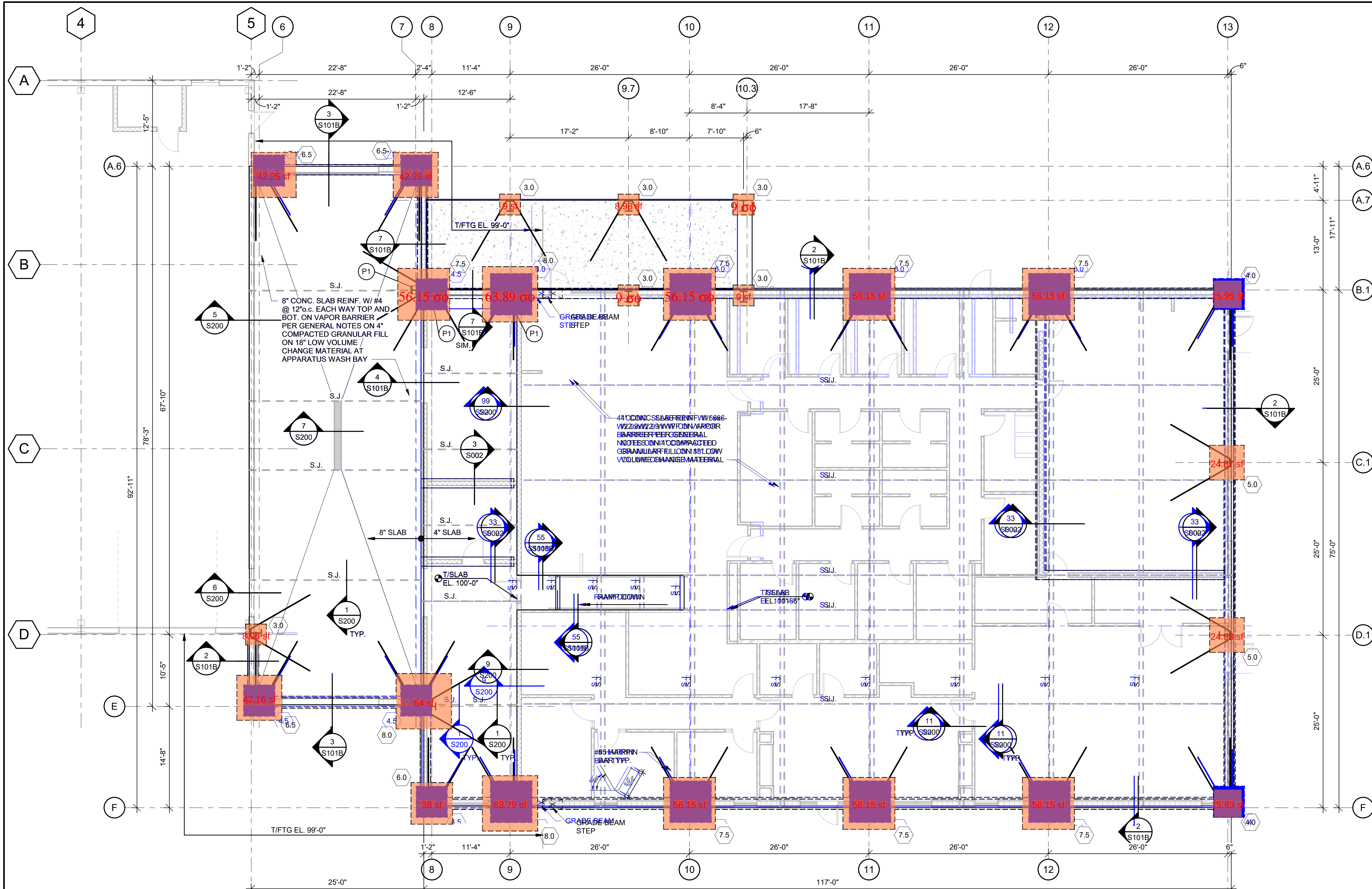
**FINANCIAL INFORMATION** Funding for the costs will go to or come from the City Hall project contingency.

**SUGGESTED MOTION** I move to approve PCCOR #005 and PCCOR #006.

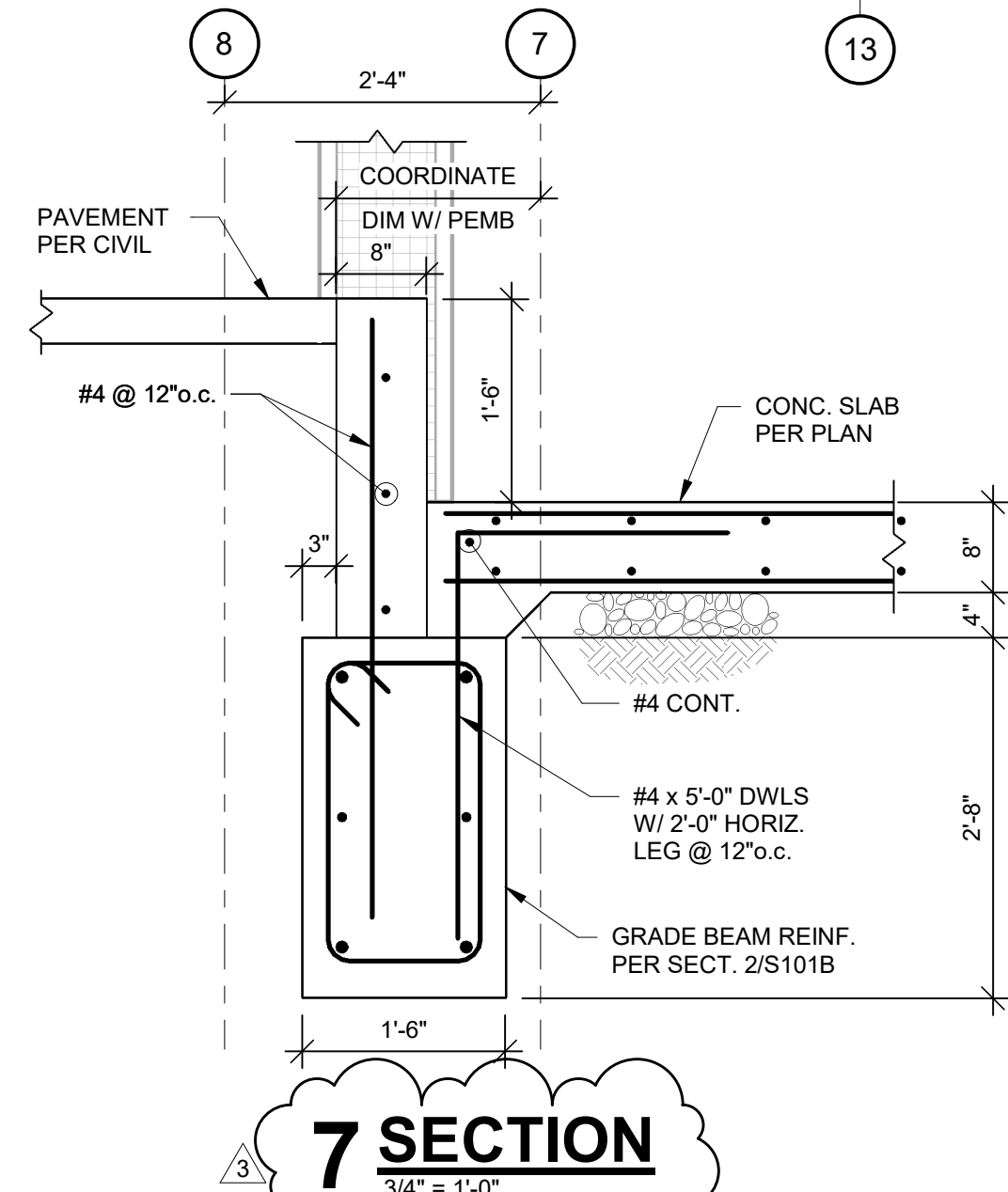
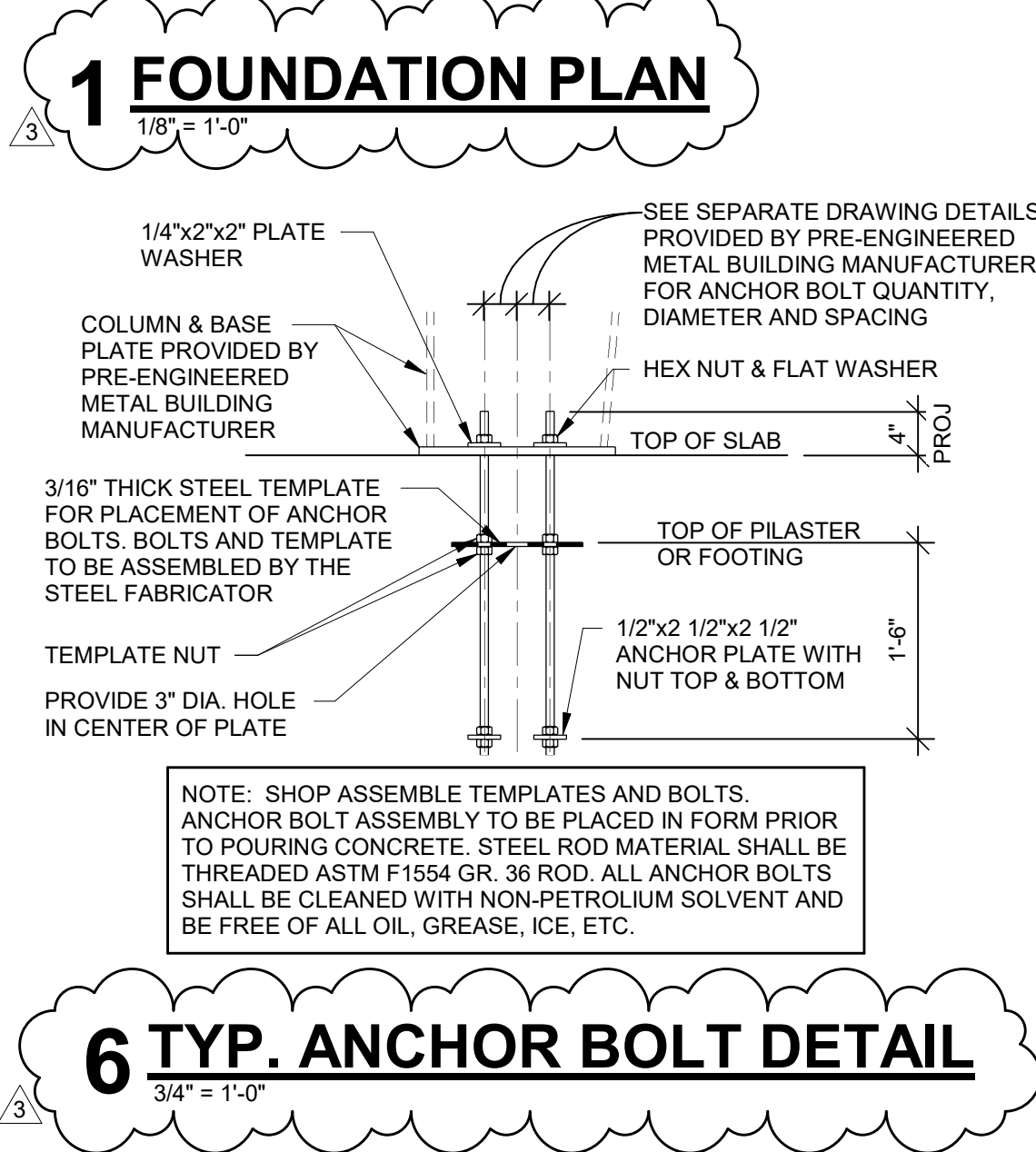
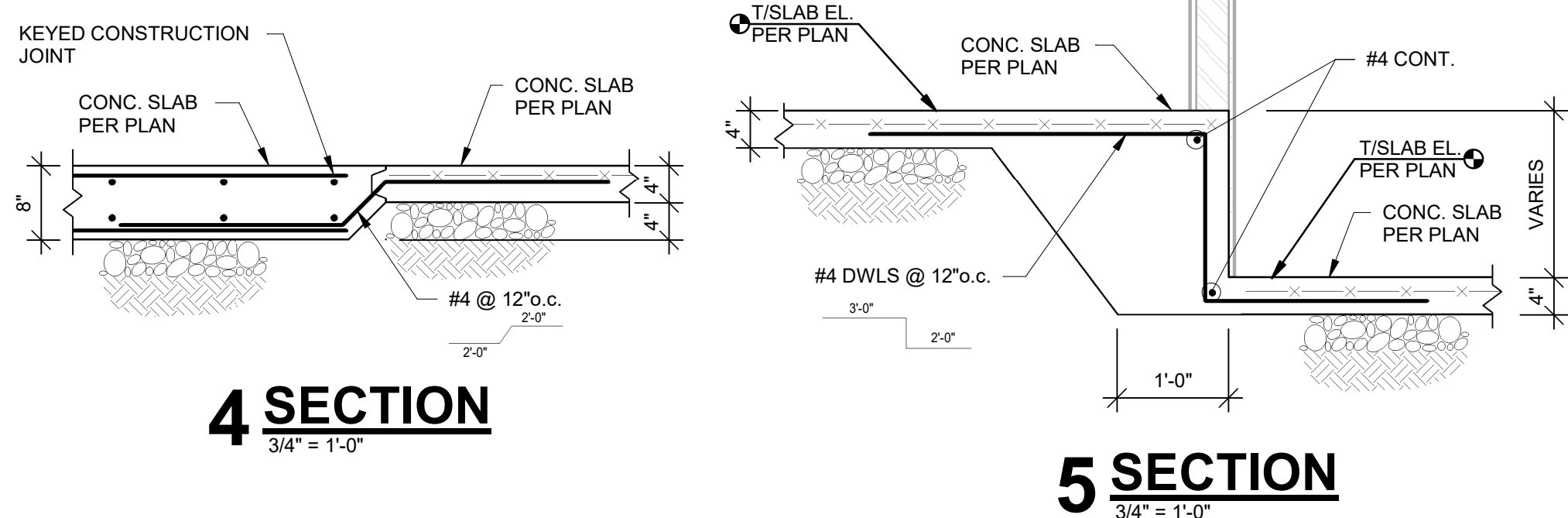
**SUPPORTING DOCUMENTS**

1. Concrete Footing Takeoff\_Overlay
2. COR 005
3. COR 006



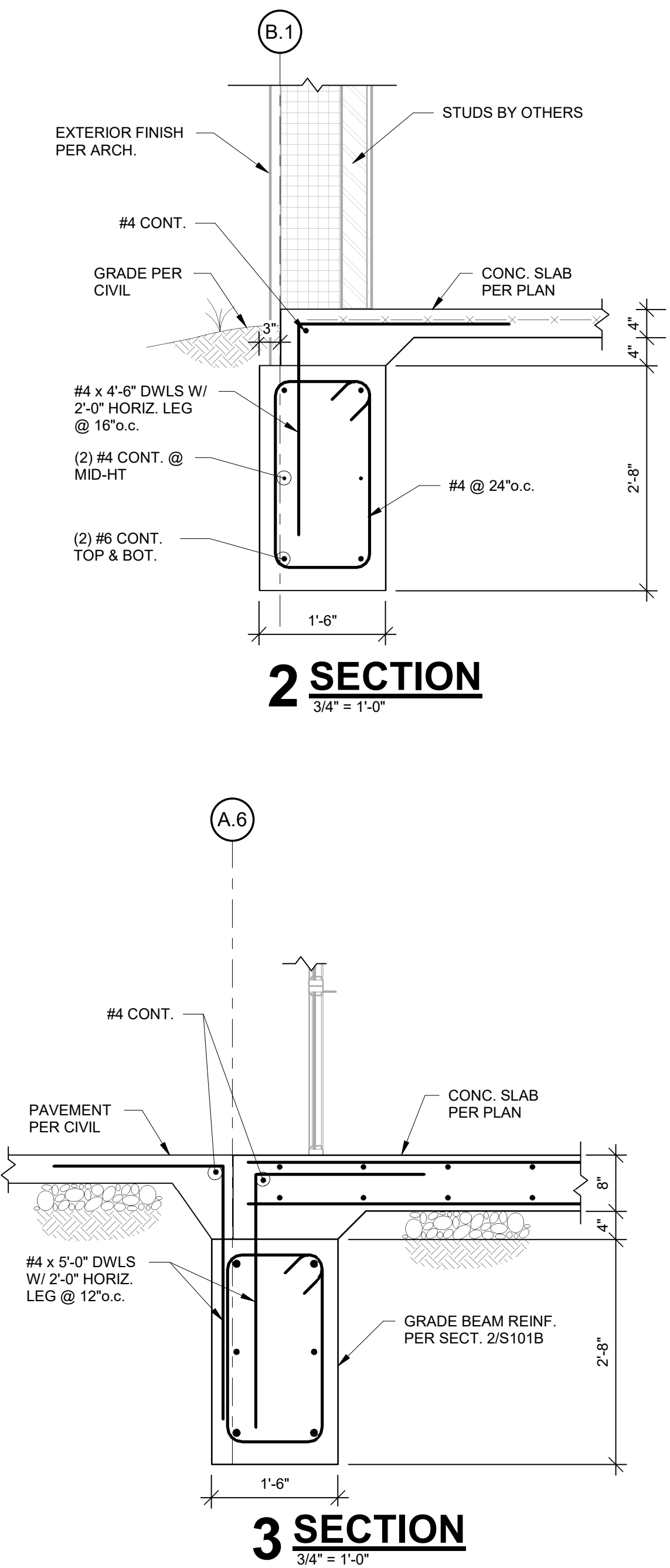


| Legend               |          |        |
|----------------------|----------|--------|
| Description          | Depth    | Volume |
| Original Pad Footing | 2.666667 | 44.38  |
| REV Pad Footing      | 2.666667 | 87.21  |



| Structural Foundation Schedule |        |       |                   |             |                                |
|--------------------------------|--------|-------|-------------------|-------------|--------------------------------|
| Type Mark                      | Length | Width | Footing Thickness | Reinf. Bars | Quantity each way Top & Bottom |
| 3.0                            | 3'-0"  | 3'-0" | 2'-8"             | Rebar : # 4 | 6                              |
| 4.0                            | 4'-0"  | 4'-0" | 2'-8"             | Rebar : # 4 | 7                              |
| 5.0                            | 5'-0"  | 5'-0" | 2'-8"             | Rebar : # 5 | 8                              |
| 6.0                            | 6'-0"  | 6'-0" | 2'-8"             | Rebar : # 5 | 8                              |
| 6.5                            | 6'-6"  | 6'-6" | 2'-8"             | Rebar : # 6 | 7                              |
| 7.5                            | 7'-6"  | 7'-6" | 2'-8"             | Rebar : # 6 | 9                              |
| 8.0                            | 8'-0"  | 8'-0" | 2'-8"             | Rebar : # 7 | 9                              |

- NOTES:
- REFER TO GENERAL NOTES ON SHEET S001
  - TOP OF FOOTING EL. 101'-0" U.N.O.
  - COLUMN ANCHOR BOLTS TO BE 3/4" Ø PER DETAIL 6/S101B
  - DOOR FRAME BOLTS TO BE 5/8" Ø W/ 6" EMBEDMENT IN SLAB AND 2" END HOOK. PROVIDE 5/8" EPOXY ANCHORS W/ 6" EMBEDMENT AT CONTRACTOR'S OPTION
- P1 16"x12" CONCRETE PILASTER REINFORCED W/ (4) #7 VERTICAL DWLS TO FOOTING AND #3 TIES SPACED 3@3' O.C. TOP & REMAINDER @ 12' O.C. T/PLASTER = EL. 101'-6"



TREANORHL

1811 Baltimore Avenue  
Kansas City, Missouri 64108  
Tel: 816.221.4800  
Fax: 816.221.4892  
www.TreanorHL.com

CITY OF INDEPENDENCE, KANSAS  
FIRE AND EMS STATION  
924 W MYRTLE ST  
INDEPENDENCE, KANSAS 67301



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Issued For: CONSTRUCTION  
Date: 11/18/21

| REVISIONS |             |          |
|-----------|-------------|----------|
| NO        | DESCRIPTION | DATE     |
| 3         | ASI 02      | 04-01-22 |

S101B

FOUNDATION PLAN - AREA B

TreanorHL NO.



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

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

**DRAFT**

**Prime Contract Change Order Request #005: April Misc. Changes**

|                                                |                                                                                |                                           |                                                                                  |
|------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------------------------------------------------|
| <b>TO:</b>                                     | City of Independence Kansas<br>811 W. Laurel St.<br>Independence, Kansas 67301 | <b>FROM:</b>                              | McCownGordon Construction, LLC<br>850 Main Street<br>Kansas City, Missouri 64105 |
| <b>CHANGE ORDER REQUEST NUMBER / REVISION:</b> | 005 / 0                                                                        | <b>PRIME CONTRACT CHANGE ORDER:</b>       | None                                                                             |
| <b>STATUS:</b>                                 | Draft                                                                          | <b>CREATED BY:</b>                        | Brandon Brinker (McCownGordon - Wichita)                                         |
| <b>SCHEDULE IMPACT:</b>                        |                                                                                | <b>DATE CREATED:</b>                      | 4/27/2022                                                                        |
| <b>EXECUTED:</b>                               | No                                                                             | <b>SIGNED CHANGE ORDER RECEIVED DATE:</b> |                                                                                  |
|                                                |                                                                                | <b>TOTAL AMOUNT:</b>                      | \$0.00                                                                           |

**CHANGE ORDER REQUEST TITLE:** April Misc. Changes

**CHANGE ORDER REQUEST DESCRIPTION:**

CE #004 - Sil Poly Metal Building  
Price deduct to change from the kynar paint to a Siliconized Polyester for all walls and trim.

CE #009 - Door Hardware

CE #011 - F&EMS - ASI 02  
Per the attached ASI-002

1. A101B – Moved door 103B south by 1'
2. S001 – Added General Note 8-F.
3. S101B – Revised Foundation Plan, added plan notes 3, 4 and P1, added Detail 6 and Section 7.

CE #012 - F&EMS - ASI-003  
Per the attached ASI-003:

1. A701 – Updated "remarks" for PT2 and PT3.
2. A710 – Updated accent paint in dayroom 115 and Training/EOC 103 to PT4
3. A710 – Updated possible wet areas to have PT2.
4. A710 – Added general note E.

**ATTACHMENTS:**

[PCO#1 - HDW Change and Add.pdf](#) , [\\_Transmittal\\_ASI - SI-00002 \(Forwarded\).pdf](#) , [\\_ASI 02.pdf](#) , [\\_Stemwall Sketch.pdf](#) , [\\_masterseal-hlm-5000-tds.pdf](#) , [\\_RE\\_Independence City Hall & Fire\\_EMS Add'n Remodel\\_RFQ #001 - CE #008 - #5\\_1\\_Elevation Clar - RFI 5\\_1 Stem Wall DUE 2022-04-0.msg](#) , [\\_ASI 03 - COVER SHEET.pdf](#) , [\\_Transmittal\\_ASI - SI-00003 \(Forwarded\).pdf](#) , [\\_ASI 03 - A701 and A710.pdf](#)

**POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:**

| PCO #         | Contract Company            | Title                          | Schedule Impact | Amount        |
|---------------|-----------------------------|--------------------------------|-----------------|---------------|
| 005           | City of Independence Kansas | CE #004 - Sil Poly Metal Build |                 | \$0.00        |
| <b>Total:</b> |                             |                                |                 | <b>\$0.00</b> |

**CHANGE ORDER REQUEST LINE ITEMS:**

## PCO # 005: CE #004 - Sil Poly Metal Build

| #                                                                                                                                     | Budget Code                                                                   | Description             | Amount            |
|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------|-------------------|
| 1                                                                                                                                     | FE.13-12001.S Fire & EMS Main Job.Pre-Engineered Bldg - Koehn.Subcontractor   | Sil Poly Metal Building | \$(7,948.65)      |
| 2                                                                                                                                     | FE.8-20002.S Fire & EMS Main Job.DFH Bid - Topeka Foundry.Subcontractor       | Door Hardware           | \$313.50          |
| 3                                                                                                                                     | FE.3-05001.S Fire & EMS Main Job.Concrete Flattwork Bid - Smith.Subcontractor | ASI-02 stem wall        | \$6,589.47        |
| 4                                                                                                                                     | FE.9-90001.S Fire & EMS Main Job.Paint Bid - RBP.Subcontractor                | ASI-003 - Painting      | \$0.00            |
| 5                                                                                                                                     | CH.80-10007.C City Hall Main Job.Owner Contingency.Contingency                | Owner Contingency       | \$386.61          |
| <b>Subtotal:</b>                                                                                                                      |                                                                               |                         | <b>\$(659.07)</b> |
| General Liability ( ≈ -9.95% Applies to Fee, Contingency, Labor Overtime, Allowance, Labor, Equipment, Subcontractor, and Material.): |                                                                               |                         | \$65.58           |
| Builders Risk ( ≈ -4.11% Applies to Allowance, Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):                |                                                                               |                         | \$24.39           |
| Bonds ( ≈ -11.06% Applies to Material, Subcontractor, Labor, Allowance, Labor Overtime, Fee, and Contingency.):                       |                                                                               |                         | \$62.94           |
| Subguard ( ≈ -15.38% Applies to Subcontractor.):                                                                                      |                                                                               |                         | \$123.48          |
| Warranty ( ≈ -9.38% Applies to Fee, Contingency, Labor Overtime, Allowance, Labor, Equipment, Subcontractor, and Material.):          |                                                                               |                         | \$35.90           |
| Fee ( ≈ -46.81% Applies to Fee, Contingency, Labor Overtime, Allowance, Labor, Equipment, Subcontractor, and Material.):              |                                                                               |                         | \$162.34          |
| Construction Contingency (-100.00% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):                 |                                                                               |                         | \$184.44          |
| <b>Grand Total:</b>                                                                                                                   |                                                                               |                         | <b>\$0.00</b>     |

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

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

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

SIGNATURE DATE

McCownGordon

SIGNATURE DATE

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SIGNATURE DATE

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

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

**DRAFT**

**Prime Contract Change Order Request #006: F&EMS Foundation Changes**

|                                                |                                                                                |                                           |                                                                                  |
|------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------------------------------------------------|
| <b>TO:</b>                                     | City of Independence Kansas<br>811 W. Laurel St.<br>Independence, Kansas 67301 | <b>FROM:</b>                              | McCownGordon Construction, LLC<br>850 Main Street<br>Kansas City, Missouri 64105 |
| <b>CHANGE ORDER REQUEST NUMBER / REVISION:</b> | 006 / 0                                                                        | <b>PRIME CONTRACT CHANGE ORDER:</b>       | None                                                                             |
| <b>STATUS:</b>                                 | Draft                                                                          | <b>CREATED BY:</b>                        | Brandon Brinker (McCownGordon - Wichita)                                         |
| <b>SCHEDULE IMPACT:</b>                        |                                                                                | <b>DATE CREATED:</b>                      | 4/27/2022                                                                        |
| <b>EXECUTED:</b>                               | No                                                                             | <b>SIGNED CHANGE ORDER RECEIVED DATE:</b> |                                                                                  |
|                                                |                                                                                | <b>TOTAL AMOUNT:</b>                      | \$14,040.32                                                                      |

**CHANGE ORDER REQUEST TITLE:** F&EMS Foundation Changes

**CHANGE ORDER REQUEST DESCRIPTION:**

CE #014 - F&EMS Foundation Changes  
Foundation changes. Drawings vs. what's required for the loads of the metal building.

**ATTACHMENTS:**

**POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:**

| PCO #         | Contract Company            | Title                    | Schedule Impact | Amount             |
|---------------|-----------------------------|--------------------------|-----------------|--------------------|
| 006           | City of Independence Kansas | F&EMS Foundation Changes |                 | \$14,040.32        |
| <b>Total:</b> |                             |                          |                 | <b>\$14,040.32</b> |

**CHANGE ORDER REQUEST LINE ITEMS:**

**PCO # 006: F&EMS Foundation Changes**

| #                                                                                                                                 | Budget Code                                                                 | Description        | Amount             |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|--------------------|--------------------|
| 1                                                                                                                                 | FE.13-12001.S Fire & EMS Main Job.Pre-Engineered Bldg - Koehn.Subcontractor | Foundation Changes | \$12,816.65        |
| <b>Subtotal:</b>                                                                                                                  |                                                                             |                    | <b>\$12,816.65</b> |
| General Liability (0.95% Applies to Fee, Contingency, Labor Overtime, Allowance, Labor, Equipment, Subcontractor, and Material.): |                                                                             |                    | \$121.76           |
| Builders Risk (0.35% Applies to Allowance, Material, Subcontractor, Labor, Labor Overtime, Fee, and Contingency.):                |                                                                             |                    | \$45.28            |
| Bonds (0.90% Applies to Material, Subcontractor, Labor, Allowance, Labor Overtime, Fee, and Contingency.):                        |                                                                             |                    | \$116.85           |
| Subguard (1.75% Applies to Subcontractor.):                                                                                       |                                                                             |                    | \$229.26           |
| Warranty (0.50% Applies to Fee, Contingency, Labor Overtime, Allowance, Labor, Equipment, Subcontractor, and Material.):          |                                                                             |                    | \$66.65            |
| Fee (2.25% Applies to Fee, Contingency, Labor Overtime, Allowance, Labor, Equipment, Subcontractor, and Material.):               |                                                                             |                    | \$301.42           |
| Construction Contingency (2.50% Applies to Fee, Contingency, Labor Overtime, Labor, Subcontractor, and Material.):                |                                                                             |                    | \$342.45           |
| <b>Grand Total:</b>                                                                                                               |                                                                             |                    | <b>\$14,040.32</b> |

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

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

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

**SIGNATURE** **DATE**  
McCownGordon

**SIGNATURE** **DATE**  
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**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**May 12, 2022**

**Department Finance**

**Director Approval Lacey Lies**

**AGENDA ITEM** Consider adopting a Resolution of Support for a Transportation Alternatives Program Application and Maintenance Commitment.

**SUMMARY RECOMMENDATION** Adopt the Resolution of Support for a Transportation Alternatives Program Application and Maintenance Commitment.

**BACKGROUND** This proposed transportation alternative project is aimed at creating equitable and accessible transportation routes to key areas of town. While the goal of these routes will be a safe, connected transportation system that accommodates all users, we are confident that they will also be widely used for recreation and will connect citizens with work and education opportunities, access to food and shopping, and healthcare services, which in turn will promote our goal of creating a healthier community. The City has progressively developed to the West along Main Street (US 75), with the modern shopping/business district being located near the intersection of Peter Pan and West Main. Development in this area includes Wal-Mart, Orschelns, several mini-malls, Independence Community College's West Campus facility, and the recently constructed Labette Health facility, which replaced the recently closed Hospital in Independence.

Currently, Main Street west of 21<sup>st</sup> Street is not a walkable thoroughfare. The existing pedestrian pathway on West Main that originally served the City now ends at 21<sup>st</sup> Street, well short of Peter Pan/West Main intersection. A substantial amount of pedestrian traffic continues west of 21<sup>st</sup> Street to reach the commercial area and Labette Health, as well as Four County Mental Health west of Peter Pan. This undefined pathway goes under a railroad overpass (rail over road) on West Main. Pedestrians in this area either walk the edge of the highway, or in the grass at the edge of the highway. This is incredibly dangerous for both pedestrians and motorists.

On Peter Pan, ramps exist at the intersection. However, no sidewalk exists to the recently constructed Labette Health Center, which provides a 24-hour Emergency Room, Clinic, and Cancer Treatment Center.

On Laurel Street, no sidewalk exists west of the railroad tracks leading to the same area (Hospital and Wal-Mart). The sidewalk ends short of the SKO Railroad and is needed to connect residential neighborhoods with the targeted commercial area. Several sections of the existing sidewalk on Laurel Street are also missing or dilapidated in the residential area.

To accommodate bicycles and multi-modal transportation methods, such as mobility scooters, in addition to pedestrians, a 10-ft wide multi-use path is proposed on Main Street. This will provide a safer means for bicycle traffic to reach the desired area than having a bicycle lane, or shared lane, on Main Street (US 75). On Laurel and Peter Pan, 8-foot-wide sidewalks are

proposed to accommodate pedestrians and mobility scooters. A marked bike lane is proposed on Laurel St. from 10<sup>th</sup> to Main to support cyclists along this route. The City intends to seek additional input from the community on a City-Wide bicycle and trails plan. These West Main and Laurel Street improvements would serve as major connections to other auxiliary paths throughout town.

West Main and Laurel Street were strategically selected for a transportation alternative project because numerous pedestrians travel in these locations and either utilize the roadway or the grass at the edge of the road, which is a huge safety concern. These proposed paths will serve as connections from our most underserved areas to the commercial districts where citizens work, shop, dine, and receive health and mental care services. Access to this area of town, especially via alternative transportation, means would be a huge win in our community.

**FINANCIAL INFORMATION** The total estimated project cost is \$1,289,530. The estimated City share is \$338,706. This is a 2023 and 2024 City budget year project.

**SUGGESTED MOTION** I move to adopt Resolution No. 2022-16 supporting a Transportation Alternatives Program Application and Maintenance Commitment.

#### **SUPPORTING DOCUMENTS**

1. Transportation Alternatives Grant Attachments

## **Attachment A – Project Narrative**

Independence, Kansas is located in the southeast corner of Kansas, in Montgomery County. Montgomery County is ranked in the top 25% least healthy counties in Kansas. According to 2019 County Health Rankings, this could be due to access to exercise opportunities. Currently, only 75% of the population has adequate access to locations for physical activity. This is 5% below the rankings for Kansas overall (80%) and 15% below the top US performers (90%). 32% of the population over the age of 20 is reported to have no leisure-time physical activity. 40% of the adult population is reported as obese.

The median household income in Independence is \$40,418, and the per capita income is \$21,228. 1,579 households, or 44% of households make less than \$35,000 per year. 21% of children in Montgomery County live in households at or below the poverty rate, as compared to 14% of Kansas children, and 68% of the school-aged kids in Independence rely on the Free and Reduced Lunch Program. These statistics show a great need for access and equity driven projects in Independence.

The City of Independence is dedicated to focusing efforts on improving these unhealthy statistics through partnerships with Live Healthy Montgomery County and Pathways to a Healthy Kansas and by participating in organizations such as the Montgomery County Wellness Coalition, whose mission is to improve the health of all Montgomery County residents by promoting programs, resources and policies that encourage healthy lifestyles. The community is constructing bike racks throughout the downtown, Park, and other public areas promoting bicycle riding and recently added a bike lane near the park and recreation facilities. Additionally, the City is planning to rehabilitate and expand their recreation facilities to create a Central Park Sports Complex in a centralized location, complete with soccer, baseball/softball, basketball, pickleball, fitness, and walking trail facilities.

The City is determined to take a wholistic approach to health and wellness by not only pursuing recreation projects, but also targeting projects, such as transportation alternative projects to also create equitable transportation routes to key areas of town. While the goal of these routes will be a safe, connected transportation system that accommodates all users, we are confident that they will also be widely used for recreation and will connect citizens with work and education opportunities, access to food and shopping, and healthcare services, which in turn will promote our goal of creating a healthier community.

The City has progressively developed to the West along Main Street (US 75), with the modern shopping/business district being located near the intersection of Peter Pan and West Main. Development in this area includes Wal-Mart, Orschelns, several mini-malls, Independence Community College's West Campus facility, and the recently constructed Labette Health facility, which replaced the recently closed Hospital in Independence.

Currently, Main Street west of 21<sup>st</sup> Street is not a walkable thoroughfare. The existing pedestrian pathway on West Main that originally served the City now ends at 21<sup>st</sup> Street, well short of Peter Pan/West Main intersection. A substantial amount of pedestrian traffic continues West of 21<sup>st</sup> Street to reach the commercial area and Labette Health, as well as Four County Mental Health



west of Peter Pan. This undefined pathway goes under a Railroad overpass (rail over road) on West Main. Pedestrians in this area either walk the edge of the highway, or in the grass at the edge of the highway. This is incredibly dangerous for both pedestrians and motorists.

On Peter Pan, ramps exist at the intersection, however no sidewalk exists to the recently constructed Labette Health Center, which provides a 24-hour Emergency Room, Clinic, and Cancer Treatment Center.

On Laurel Street, no sidewalk exists West of the railroad tracks leading to the same area (Hospital and Wal Mart). The sidewalk ends short of the SKO Railroad and is needed to connect residential neighborhoods with the targeted commercial area. Several sections of the existing sidewalk on Laurel Street are also missing or dilapidated in the residential area.

To accommodate bicycles and multi-modal transportation methods, such as mobility scooters, in addition to pedestrians, a 10-ft wide multi-use path is proposed on Main Street. This will provide a safer means for bicycle traffic to reach the desired area than having a bicycle lane, or shared lane, on Main Street (US 75). On Laurel and Peter Pan, 8-foot-wide sidewalks are proposed to accommodate pedestrians and mobility scooters. A marked bike lane is proposed on Laurel St. from 10<sup>th</sup> to Main to support cyclists along this route. The City is in the process of receiving additional input from the community on a City-Wide bicycle and trails plan. The West Main and Laurel Street improvements would serve as major connections to other auxiliary paths throughout town.

West Main and Laurel Street were strategically selected for a transportation alternative project because numerous pedestrians travel in these locations and either utilize the roadway or the grass at the edge of the road, which is a huge safety concern. These proposed paths will serve as connections from our most underserved areas to the commercial districts where citizens work, shop, dine, and receive health and mental care services. Access to this area of town, especially via alternative transportation means would be a huge win in our community.

Google Maps 2231 W Main St  
Looking West on W. Main



Independence, Kansas

Google

Street View - Dec 2021

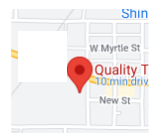


Image capture: Dec 2021 © 2022 Google



## PROJECT LOCATION

PETER  
PAN

**SIDEWALK  
RAMP  
AGG BASE**

456 S.Y.  
57 S.Y.  
513 S.Y.

LAUREL ST

**SIDEWALK  
RAMP  
AGG BASE**

1372 S.Y.  
123 S.Y.  
1495 S.Y.

Note, this will be removed from the submitted version. Due to constraints, we are removing the portion east of the railroad tracks. We will need to have a separate City project to finish out this piece and connect to the sidewalk.

RETAINING WALL &  
PROTECTIVE HANDRAIL

## — PIPE EXTENSIONS

WEST MAIN ST

**SIDEWALK  
RAMP  
AGG BASE**

2021 S.Y.  
207 S.Y.  
2228 S.Y.

[illegible]

|                 |
|-----------------|
| ROJ NO:         |
| SCALE:          |
| DATE: 2/16/2022 |
| DESIGNED BY:    |
| DRAWN BY:       |
| CHECKED BY:     |

SHEET TITLE:

8' MULTI USE  
WALK PATH  
PHASE 1

SHEET NO.

SHEET OF

# Transportation Alternative Cost Estimates for Independence, Kansas

Note tabs at bottom of spreadsheet for detailed estimates

|                  |                  | <b>80%<br/>KDOT</b> | <b>20%<br/>CITY</b> |                        |
|------------------|------------------|---------------------|---------------------|------------------------|
| <b>West Main</b> |                  |                     |                     |                        |
| Construction     | 581,000          | 464,800             | 116,200             |                        |
| Design           | 60,000           | -                   | 60,000              | non-participating cost |
| Inspection       | 85,000           | 68,000              | 17,000              |                        |
| Contingencies    | 58,000           | 46,400              | 11,600              |                        |
|                  | <b>784,000</b>   | <b>579,200</b>      | <b>204,800</b>      |                        |
| <b>Peter Pan</b> |                  |                     |                     |                        |
| Construction     | 135,700          | 108,560             | 27,140              |                        |
| Design           | 16,000           | -                   | 16,000              | non-participating cost |
| Inspection       | 22,000           | 17,600              | 4,400               |                        |
| Contingencies    | 13,000           | 10,400              | 2,600               |                        |
|                  | <b>186,700</b>   | <b>136,560</b>      | <b>50,140</b>       |                        |
| <b>Laurel</b>    |                  |                     |                     |                        |
| Construction     | 230,830          | 184,664             | 46,166              |                        |
| Design           | 25,000           | -                   | 25,000              | non-participating cost |
| Inspection       | 40,000           | 32,000              | 8,000               |                        |
| Contingencies    | 23,000           | 18,400              | 4,600               |                        |
| Total            | <b>318,830</b>   | <b>235,064</b>      | <b>83,766</b>       |                        |
| <b>Totals</b>    |                  |                     |                     |                        |
| Construction     | <b>947,530</b>   | <b>758,024</b>      | <b>189,506</b>      |                        |
| Design           | <b>101,000</b>   | <b>0</b>            | <b>101,000</b>      |                        |
| Inspection       | <b>147,000</b>   | <b>117,600</b>      | <b>29,400</b>       |                        |
| Contingencies    | <b>94,000</b>    | <b>75,200</b>       | <b>18,800</b>       |                        |
| Total            | <b>1,289,530</b> | <b>950,824</b>      | <b>338,706</b>      |                        |

**Opinion of Probable Construction Cost  
 City of Independence  
 10' wide Multi Use Path  
 West Main, Quality Toyota to Peter Pan**

| ITEM NO. | BID ITEM MULTI USE PATH                   | UNIT | UNIT BID PRICE | QUANTITY | COST          |
|----------|-------------------------------------------|------|----------------|----------|---------------|
| 1        | Contractor Construction Staking           | LSUM | \$5,000.00     | 1.0      | \$ 5,000.00   |
| 2        | Mobilization                              | LSUM | \$20,000.00    | 1.0      | \$ 20,000.00  |
| 3        | Clearing & Grubbing                       | LSUM | \$10,000.00    | 1.0      | \$ 10,000.00  |
| 4        | Rock Excavation                           | C.Y. | \$100.00       | 250.0    | \$ 25,000.00  |
| 5        | Common Excavation                         | C.Y. | \$40.00        | 500.0    | \$ 20,000.00  |
| 6        | Compaction of Earthwork (Type AA)(MR-0-5) | C.Y. | \$10.00        | 500.0    | \$ 5,000.00   |
| 7        | Sidewalk (4" Uniform)(AE)                 | S.Y. | \$90.00        | 3200.0   | \$ 288,000.00 |
| 8        | Sidewalk Ramps                            | S.Y. | \$100.00       | 210.0    | \$ 21,000.00  |
| 9        | Retaining Walls                           | LSUM | \$60,000.00    | 1.0      | \$ 60,000.00  |
| 10       | Entrance Modifications                    | LSUM | \$50,000.00    | 1.0      | \$ 50,000.00  |
| 11       | Aggregate Base (AB-3)(4")                 | S.Y. | \$10.00        | 2900.0   | \$ 29,000.00  |
| 12       | Temporary Seeding                         | LSUM | \$3,000.00     | 1.0      | \$ 3,000.00   |
| 13       | Seeding                                   | LSUM | \$10,000.00    | 1.0      | \$ 10,000.00  |
| 14       | Crosswalk (Peter Pan Intersection)        | LSUM | \$10,000.00    | 1.0      | \$ 10,000.00  |
| 15       | Traffic Control                           | LSUM | \$25,000.00    | 1.0      | \$ 25,000.00  |

**Construction \$ 581,000.00**  
**Design \$ 60,000.00**  
**Inspection \$ 85,000.00**  
**Contingencies \$ 58,000.00**  
**\$ 784,000.00**

10' wide concrete path  
 Improvement to adjoining entrances (temporary easements required)  
 Crosswalks at all 4 quadrants fo Peter Pan (existing ped actuators at signal)

**Opinion of Probable Construction Cost  
City of Independence  
8 foot wide path  
Peter Pan, Main to Labette Health**

| ITEM NO. | BID ITEM MULTI USE PATH                   | UNIT | UNIT BID PRICE | QUANTITY | COST         |
|----------|-------------------------------------------|------|----------------|----------|--------------|
| 1        | Contractor Construction Staking           | LSUM | \$2,500.00     | 1.0      | \$ 2,500.00  |
| 2        | Mobilization                              | LSUM | \$10,000.00    | 1.0      | \$ 10,000.00 |
| 3        | Clearing & Grubbing                       | LSUM | \$1,500.00     | 1.0      | \$ 1,500.00  |
| 4        | Rock Excavation                           | C.Y. | \$50.00        | 50.0     | \$ 2,500.00  |
| 5        | Common Excavation                         | C.Y. | \$20.00        | 200.0    | \$ 4,000.00  |
| 6        | Compaction of Earthwork (Type AA)(MR-0-5) | C.Y. | \$8.00         | 200.0    | \$ 1,600.00  |
| 7        | Sidewalk (4" Uniform)(AE)                 | S.Y. | \$80.00        | 720.0    | \$ 57,600.00 |
| 8        | Sidewalk Ramps                            | S.Y. | \$136.00       | 50.0     | \$ 6,800.00  |
| 9        | Aggregate Base (AB-3)(4")                 | S.Y. | \$10.00        | 800.0    | \$ 8,000.00  |
| 10       | Culvert Extension                         | LSUM | \$30,000.00    | 1.0      | \$ 30,000.00 |
| 11       | Temporary Seeding                         | LSUM | \$1,200.00     | 1.0      | \$ 1,200.00  |
| 12       | Seeding                                   | LSUM | \$5,000.00     | 1.0      | \$ 5,000.00  |
| 13       | Traffic Control                           | LSUM | \$5,000.00     | 1.0      | \$ 5,000.00  |

8 foot wide path from West Main to Hospital  
Culvert extension required

|                      |           |                   |
|----------------------|-----------|-------------------|
| <b>Construction</b>  | <b>\$</b> | <b>135,700.00</b> |
| <b>Design</b>        | <b>\$</b> | <b>16,000.00</b>  |
| <b>Inspection</b>    | <b>\$</b> | <b>22,000.00</b>  |
| <b>Contingencies</b> | <b>\$</b> | <b>13,000.00</b>  |
|                      | <b>\$</b> | <b>186,700.00</b> |

**Opinion of Probable Construction Cost  
City of Independence  
8 foot wide path  
Laurel Street**

| ITEM NO. | BID ITEM MULTI USE PATH                   | UNIT | UNIT BID PRICE | QUANTITY | COST          |
|----------|-------------------------------------------|------|----------------|----------|---------------|
| 1        | Contractor Construction Staking           | LSUM | \$2,500.00     | 1.0      | \$ 2,500.00   |
| 2        | Mobilization                              | LSUM | \$20,000.00    | 1.0      | \$ 20,000.00  |
| 3        | Clearing & Grubbing                       | LSUM | \$2,000.00     | 1.0      | \$ 2,000.00   |
| 4        | Rock Excavation                           | C.Y. | \$50.00        | 100.0    | \$ 5,000.00   |
| 5        | Common Excavation                         | C.Y. | \$20.00        | 200.0    | \$ 4,000.00   |
| 6        | Compaction of Earthwork (Type AA)(MR-0-5) | C.Y. | \$8.00         | 200.0    | \$ 1,600.00   |
| 7        | Sidewalk (4" Uniform)(AE)                 | S.Y. | \$75.00        | 1400.0   | \$ 105,000.00 |
| 8        | Sidewalk Ramps                            | S.Y. | \$110.00       | 123.0    | \$ 13,530.00  |
| 9        | Aggregate Base (AB-3)(4")                 | S.Y. | \$10.00        | 1500.0   | \$ 15,000.00  |
| 10       | Temporary Seeding                         | LSUM | \$1,200.00     | 1.0      | \$ 1,200.00   |
| 11       | Seeding                                   | LSUM | \$3,000.00     | 1.0      | \$ 3,000.00   |
| 12       | Traffic Signal Improvements               | LSUM | \$50,000.00    | 1.0      | \$ 50,000.00  |
| 13       | Crosswalks(West Side of Laurel)           | LSUM | \$3,000.00     | 1.0      | \$ 3,000.00   |
| 14       | Traffic Control                           | LSUM | \$5,000.00     | 1.0      | \$ 5,000.00   |

8 foot wide path from RR to West Main  
Add pedestirian acuator at Signal  
Add crosswalk at signal (Laurel and West Main)

|                      |           |                   |
|----------------------|-----------|-------------------|
| <b>Construction</b>  | <b>\$</b> | <b>230,830.00</b> |
| <b>Design</b>        | <b>\$</b> | <b>25,000.00</b>  |
| <b>Inspection</b>    | <b>\$</b> | <b>40,000.00</b>  |
| <b>Contingencies</b> | <b>\$</b> | <b>23,000.00</b>  |
| <b>Total</b>         | <b>\$</b> | <b>318,830.00</b> |



## Independence Transportation Alternative Project Schedule

|                                          |                 |
|------------------------------------------|-----------------|
| TA Application Due                       | May 13, 2022    |
| TA Grant Award                           | June, 2022      |
| Consultant Contract                      | July, 2022      |
| Pre Design Field Check                   | September, 2022 |
| Field Check Completed                    | November, 2022  |
| Office/Final Check plans submitted       | January, 2023   |
| Office Check/ Final Check plans complete | March 2023      |
| Begin CE Agreement                       | March, 2023     |
| R/W Clearances to BLP                    | May, 2023       |
| Utility Clearances to BLP                | May, 2023       |
| Status of Permits to BLP                 | May, 2023       |
| PS&E Plans to BLP                        | June 2023       |
| PS&E Plans Completed                     | August, 2023    |
| Final Letting Plans to BLP               | August, 2023    |
| CE Agreement Executed                    | August, 2023    |
| Advertise                                | August, 2023    |

## RESOLUTION NO. 2022-016

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF INDEPENDENCE TO SUBMIT AN APPLICATION TO THE KANSAS DEPARTMENT OF TRANSPORTATION FOR USE OF TRANSPORTATION ALTERNATIVES PROGRAM FUNDS FOR THE MAIN STREET MULTIMODAL PATHWAY PROJECT IN MONTGOMERY COUNTY AND AUTHORIZING THE FINANCE DIRECTOR TO SIGN THIS APPLICATION.

**Whereas**, the City of Independence, Kansas, has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1662, regarding the expenditure of federal-aid to public agencies; and

**Whereas**, the City of Independence, Kansas, is submitting an application to the Kansas Department of Transportation for Transportation Alternatives (TA) Program funds in the amount of \$1,289,530 as outlined in KDOT's Transportation Alternatives Program Guidance & Application Packet for Federal Fiscal Year 2023-24; and

**Whereas**, the City of Independence, Kansas, is participating as an eligible Project Sponsor in the Kansas Department of Transportation's TA Program; and

**Whereas**, Federal monies are available under a Transportation Alternatives Program, administered by the State of Kansas, Department of Transportation, for the purpose of creating and promoting the planning and development of active transportation facilities and programs in Kansas; and

**Whereas**, the City of Independence, Kansas, acknowledges availability of the required local match of no less than 20% and the availability of funds to pay all upfront costs, since the TA Program is a cost reimbursement program; and,

**Whereas**, the City of Independence, Kansas, agrees to pay any costs that exceed the project amount if the application is selected for funding; and,

**Whereas**, after appropriate public input and due consideration, the Governing Body of City of Independence, Kansas, has recommended that an application be submitted to the State of Kansas for the <Main Street Multimodal Pathway> project.

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

SECTION 1. That the City of Independence, Kansas, does hereby authorize the Finance Director to submit an application to the Kansas Department of Transportation for Transportation Alternatives Program funds on behalf of the citizens of City of Independence, Kansas.

SECTION 2. That the City of Independence, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for a minimum 20% match and all non-reimbursable expenses, e.g. PE, ROW, utilities, etc. for the Main Street Multimodal Pathway project is available, as the Transportation Alternatives Program is a reimbursement program.

SECTION 3. That the City of Independence, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for the operation and maintenance of the Main Street Multimodal Pathway project will be available for the life of the project.

SECTION 4. That the City of Independence, Kansas, hereby assures the Kansas Department of Transportation that the City of Independence, Kansas, will have title or permanent easement to the Main Street Multimodal Pathway project by the time of project letting, if necessary.

SECTION 5. That the Finance Director of the City of Independence, Kansas, is authorized to sign the application to the Kansas Department of Transportation for Transportation Alternatives Program funds on behalf of the citizens of City of Independence, Kansas. The FINANCE DIRECTOR is also authorized to submit additional information as may be required and act as the official representative of the City of Independence in this and subsequent related activities.

SECTION 6. That the City of Independence, Kansas, hereby assures the Kansas Department of Transportation that the City of Independence, Kansas, is willing and able to, if the Main Street Multimodal Pathway project is selected for funding, administer all activities involved with the Main Street Multimodal Pathway project.

ADOPTED AND PASSED by the Governing Body of the City of Independence, Kansas, this 12<sup>th</sup> day of May, 2022.

Chief Elected Official: Dean A. Hayse, Mayor

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
David W. Schwenker, City Clerk



April 26, 2022

City of Independence  
Attn: Lacey Lies, Dir of Finance  
811 W. Laurel  
Independence, Kansas 67301

RE: KDOT Transportation Alternative Grant

Dear Mrs. Lies:

I was pleased to hear the City of Independence is exploring opportunities to construct pedestrian access routes along west Main and west Laurel streets in Independence, Ks. Our primary clinic location is just west of the City limit on W. Main/Hwy 160 and the closest sidewalk or pathway terminates **1.34 miles** east of the approach to our building. As the area's only safety-net behavioral healthcare service provider we make sure uninsured citizens have access to counseling, psychiatry, pharmacy, and primary care within our building. However, many citizens struggle with access to transportation and are left to walk, bike ride, or use mobility scooters in order to reach our facility.

Being located on a shoulder-less highway in a 50 mph speed zone creates considerable peril for those using mobility scooters and bicycles. Their only option is to occupy part of a highway lane. This past year a pedestrian was walking along the curb, in the grass, when he lost balance due to the wind created by a passing semi. He stumbled onto the road and into the side of that semi's trailer. He survived but was badly injured. There are numerous examples each week of highly at-risk pedestrians traveling into and through the west-end business district.

Given the scenarios described above and the heavy patient traffic we experience on a daily basis I am pleased to be able to write this letter of support for the City of Independence's efforts to establish sidewalk infrastructure through the west end of the City's business district. Presently, the same population struggling to get to our clinic face identical challenges getting to Walmart, hardware stores, and the primary care clinic/ER operated by Labette Health. Safety, accessibility, and equitable work opportunities are all reasons this project is critical to the health and well-being of our area citizens. Thank you for the opportunity to share our concerns and express our unconditional support of this proposed project.

Sincerely,

Greg Hennen  
Executive Director

---

Office of the President

April 21, 2022

Attention: Kansas Department of Transportation  
Transportation Alternatives Grant**Re: City of Independence, KS Multi-Modal Path Phase I**

To Whom it May Concern:

It is my pleasure to provide my support to the City of Independence proposal to implement a phased multi-modal path using the Kansas Department of Transportation's Transportation Alternatives Grant. As President of the local community college, I wholeheartedly support the proposed improvements to this vibrant community. I firmly believe that this investment will not only provide much needed infrastructure along an important corridor of our community but will also provide safe passage for citizens who need to access business and industry using pedestrian paths.

This project will make our community more accessible to ICC students, our citizens, and our visitors. The proposed project connects our community to more healthcare options, more retail choices (one example being our local Wal-Mart), and many of our hotels. I recently had the opportunity to sit on a panel with Jennifer Kramer, who serves as the State Bicycle and Pedestrian Coordinator for KDOT. In our conversations, she made me a firm believer that investments in non-vehicle travel help improve communities, promote healthier living styles, and make for safer neighborhoods. Listening to her passion for these types of projects make me passionate about helping Independence reach its full potential. By choosing to invest in this project, you are putting state dollars into a project that will directly impact the health and safety of our citizens.

In closing, the CDC recently reported that 6 in 10 Americans stated walking was their most preferred aerobic physical activity. By creating safe opportunities for my community and my students to walk to key parts of my beloved city, you will be investing in a worthwhile endeavor. Thank you for your thoughtful consideration of this proposal.

Yours truly,

Vincent Bowhay, Ed.D.  
President



April 27, 2022

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

Dear Ms. Lies:

Please allow this letter to serve as a letter of support for the City of Independence's KDOT Transportation Alternatives Grant Application. A Multi-Modal Path project is one that will certainly assist with our services located at 510 Peter Pan Road, Independence, KS where we operate a 17,000 square foot Off-Campus Dedicated Emergency Department, Rural Health Clinic, and Infusion Center. At our Independence Healthcare Center, we serve over 6,500 residents annually in the Emergency Room and over 16,000 clinic visits in our Rural Health Clinics.

This Multi-Modal Path on Peter Pan Road and Laurel Street will enhance the safety and well-being of residents by allowing for walking, cycling, wheelchairs, and mobility scooter access. This would certainly be an example of an opportunity to increase health equity in the community as well.

This would be an excellent project for KDOT, the City, and the County to partner on, and we fully support this project and appreciate the vision to preserve our way of life here in Kansas.

Sincerely,

Brian A. Williams  
President and CEO



Ms. Lacey Lies  
City of Independence  
811 W Laurel  
Independence, KS 67301

May 6, 2022

Dear Ms. Lies:

It is my pleasure to write a letter of support for the KDOT's Transportation Alternatives Grant for the city of Independence. The mission of Live Healthy Montgomery County is "To improve the health of all Montgomery County residents by promoting programs, resources and policies that encourage healthy lifestyles."

This KDOT opportunity will enhance safety of pedestrians travelling along a major highway, provide an accessible path to key healthcare and mental health facilities in Independence and provide an accessible path to major retailers, including Walmart. This opportunity will also provide a path that can accommodate wheelchairs, strollers, walkers, joggers, cyclists, and mobility scooters.

We recognize that this grant will be a tremendous improvement in the built environment that will serve the community by increasing access to exercise as well as healthcare and shopping for many years. The Live Healthy Montgomery County Coalition would be happy to assist in promoting this important opportunity for the county.

Sincerely,

*Marci Roberts*

Marci Roberts  
MG County Chronic Disease Risk and Reduction  
Grant Coordinator  
Live Healthy MG County Chair



115 S. 6th  
P.O. Box 588  
Independence, KS 67301



Phone (620) 331-3830  
Fax (620) 331-3834  
[www.actioncouncil.com](http://www.actioncouncil.com)

May 9, 2022

TO WHOM IT MAY CONCERN:

The Montgomery County Action Council (MCAC) is aware that the City of Independence intends to file an application with the Kansas Department of Transportation for consideration under the Transportation Alternatives Program. The plan the City outlines in her application is sound, justified and completely within the scope and intent of the program. The City's Multi-Modal Path will replace current paths that run without benefit of sidewalks with safe and easily accessible ways of getting around the City's West Main business corridor. It will promote safe movement for wheelchairs and motorized mobility devices. The Path will encourage more walking in the City. The proposal meets the criteria of the grant program and deserves serious attention.

Given the City's record with grant administration, the funds will be directed, spent and accounted for by a highly trained and motivated City staff that embodies the best of local government professionalism.

MCAC enthusiastically supports the City of Independence's Multi-Modal Path application and recommends it funding.

Sincerely,

Thomas W. Simpson, PhD  
Interim Executive Director

STATE OF KANSAS

JIM KELLY

REPRESENTATIVE, 11TH DISTRICT

Home Address: 309 S. 5TH STREET  
INDEPENDENCE, KANSAS 67301  
(620) 332-3083

Office: STATE CAPITOL BUILDING  
TOPEKA, KANSAS 66612  
(785) 296-6014  
1-800-432-3924



TOPEKA

HOUSE OF  
REPRESENTATIVES

COMMITTEE ASSIGNMENTS  
CHAIR: FINANCIAL INSTITUTIONS  
& RURAL DEVELOPMENT  
MEMBER: HEALTH & HUMAN SERVICES  
TAXATION

May 7, 2022

Kansas Department of Transportation

**RE: KDOT's Transportation Alternatives Grant Application**

To Whom it May Concern:

It is my pleasure to enthusiastically endorse The City of Independence's Transportation Alternatives Grant Application. The Independence Main Street business corridor continues to expand to the west along Highways 75/160, well beyond the downtown Central Business District. As a result, safe and easily accessible routes to this expanding area for retail, restaurants and healthcare options for individuals without any available vehicle transportation options has become more difficult and often incredibly dangerous in areas where sidewalk infrastructure is nonexistent.

As I travel west on Main and on Laurel streets, the adjacent thru street immediately to the north of Main, I frequently see pedestrians walking in the roadway, or along the side of the road in the grass which is extremely dangerous on these two high traffic streets. Even more frightening to me is those I see riding mobility scooters on these busy roadways. To make matters worse, pedestrian traffic approaching the West Main/Laurel Street highway intersection will become even more dangerous in the last half of this year when the expansive new FedEx Distribution Center opens adding more than 150 additional semi-trucks daily to this intersection area.

This proposed, and much needed, project would construct a 10-ft concrete multi-modal path along both Main and Laurel, that will accommodate wheelchairs, strollers, walkers, joggers, cyclists, and mobility scooters from where the sidewalk ends on Main near Quality Toyota to Peter Pan Road to where sidewalk infrastructure currently exists, and along Laurel St. from just east of the railroad tracks to the Laurel /Main streets highway intersection, where there is already a controlled crossing providing safe access to the south side of the highway. These paths will lead to the area near Walmart and other retail, restaurants and Four County Mental Health. The multi-modal path construction will then turn north on Peter Pan and continue on to Labette Health's ER & Clinic, our community's primary healthcare facility.

When completed this project will provide safe and accessible routes for any citizens lacking other transportation options when they walk or ride their mobility scooters. In addition, it will provide a safe route for runners, walkers and bikers looking to get exercise to improve their physical and mental health. I am proud to support this much needed, well thought out project!

Yours truly,

A handwritten signature in blue ink that reads "Jim Kelly". The signature is stylized with a large, looped "J" and a cursive "Kelly".

Jim Kelly – District 11

May 3, 2022

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

Dear Lacey,

I was delighted to hear of the city's plans to submit an application for KDOT's Transportation Alternatives Grant to help provide access to pedestrians on the west end of Independence. This is a significant need, and once met, should help ensure access and safety for citizens as they connect with the west business and healthcare district.

I work as Chief Operations Officer at Four County Mental Health Center, and I see first-hand, on a daily basis, the impact of not having accessible routes from city center to the west edge of town. Traveling on Main street, it is very common to find someone walking, riding a bicycle, or using mobility scooters on the highway. It is a dangerous practice, but not unexpected, given the lack of accessible routes to that area. On those occasions when I drive west Laurel street rather than Main, it is a very similar situation, so that is clearly not an ideal alternative for the public.

Much of the city's healthcare is found on the west edge of town, as is access to prescriptions, groceries, hardware, farm and home supplies, and household goods. Providing our citizens a safe, accessible means to access those needed goods and services would be an improvement in our overall transportation plan and quality of life for citizens. And, certainly, if able to partner with the county, extending that access on west to Four County would be a significant improvement for our population.

Thank you for taking on this project, and for accepting my letter of support. Feel free to reach out with questions!

Sincerely,



Jodi L. Hayse,  
2625 Rolling Green Drive  
Independence, KS 67301



1200 N 2<sup>nd</sup> St.  
Independence, KS 67301

6 May 2022

Dear KDOT Transportation Alternatives Grant Committee,

As a local business owner and avid outdoor enthusiast, I am keenly aware of the need for infrastructure throughout our community that supports nonmotorized transportation of all kinds. We currently have no sidewalks whatsoever on a key stretch of West Main Street, which connects our historic downtown with businesses and essential services on the west side of town. West Main Street is also US Highway 75, which provides the main thoroughfare for semi trucks of all kinds. It is unsafe for pedestrians to share the road with automobiles, but sometimes the terrain next to the road leaves them no alternative. In many cases, people using mobility scooters or wheelchairs have no choice but to use the road. There is no question that a multimodal sidewalk is needed, and has been for decades.

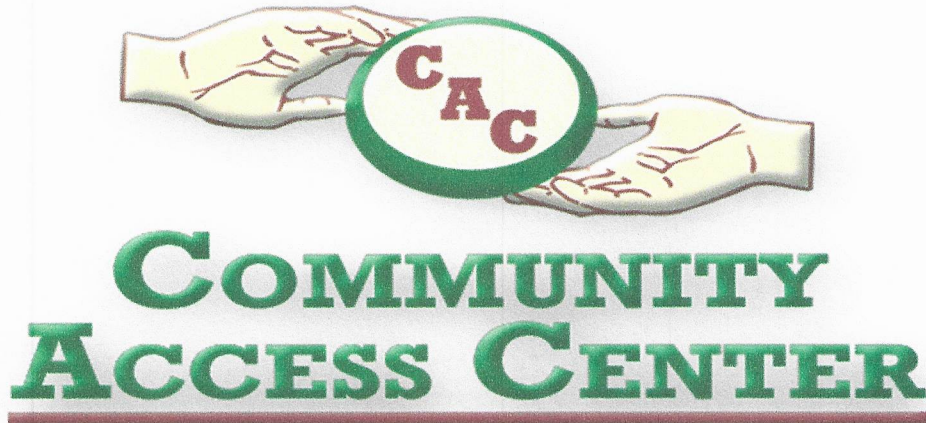
The City of Independence's proposal to build a 10-foot concrete sidewalk would support the safety of pedestrians, cyclists, and joggers, along a stretch of road people use frequently, often times at great risk to their safety. I firmly believe that any investment we can make in the pedestrian infrastructure of our town will pay large dividends in the future, but the immediate need makes this opportunity an absolute imperative. Sidewalks that allow people to go shopping, and to the hospital, are not optional, and this stretch of road should never have been built without them.

Thank you for considering this proposal for KDOT Transportation Alternatives funding.

Sincerely,

Tim Haynes  
Owner – MoCo Cyclery





To whom it may concern,

I am writing this support letter referencing the City of Independence application for KDOT's Transportation Alternatives Grant. As Director of the Community Access Resource Center and the director of HSH Homeless Ministry I know there is a great need for the improvement of Independence city sidewalks. A large portion of our community depend on city sidewalks as means of travel in the city. Access to many places for wheelchairs and mobility scooters traveling on sidewalks are non-existent. This causes them to travel on the road which is dangerous. I personally see one or more daily, struggling with this issue.

This grant would not only increase mobility for our disabled portion of the community, it would also create safe access to businesses and could prevent an accident! Even walkers at some points are forced to walk on Main Street where it is a four-lane highway, again very dangerous for pedestrians.

I fully support the need for improved city sidewalks for the Independence Community.

Chris Mitchell  
Director of Community Access Resource Center  
Director of HSH Homeless Ministry, Inc.



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**May 12, 2022**

**Department Admin**

**Director Approval Kelly Passauer**

**AGENDA ITEM** Consider adopting an ordinance defining an Upper Story Dwelling, and an ordinance establishing a moratorium against the enforcement of a portion of the zoning code.

**SUMMARY RECOMMENDATION** Adopt the ordinances.

**BACKGROUND** At your last regular Commission meeting, you approved adopting an ordinance establishing a moratorium to obtain a conditional use permit for Upper Story Dwellings on the 2nd-floor story and above in the C-3, Central Business District for a period of 24 months from the adoption of the ordinance. At the time of the meeting, the City Attorney had not yet had an opportunity to prepare the ordinance. In further review by the City Attorney, it was determined that an Upper Story Dwelling needed to be defined in a separate ordinance from the moratorium. Both ordinances have been prepared and are attached.

**FINANCIAL INFORMATION** N/A

**SUGGESTED MOTION** I move to adopt an ordinance defining an Upper Story Dwelling. I move to adopt an ordinance establishing a moratorium against the enforcement of a portion of the zoning code.

**SUPPORTING DOCUMENTS**

1. City Ordinance Defining Upper Story Dwelling
2. City Ordinance Establishing A Moratorium
3. Ordinance 4388 - City-ord-upper story-defined-
4. Ordinance 4389 - City-ord-upper story-moratorium-

**ORDINANCE NO. \_\_\_\_\_**

**An Ordinance Defining an Upper Story Dwelling**

*BE IT ORDAINED* by the Governing Body of the City of Independence, Kansas:

**Section 1.** Article 4 of Appendix B of the Zoning Code is amended to add a definition of the term “upper story dwelling” as follows:

Upper Story Dwelling: A dwelling unit located on the second floor story and above, but not including the ground floor or basement of any structure.

**Section 2.** This Ordinance shall take effect upon its publication in the official City newspaper.

*Adopted by the Governing Body of the City of Independence, Kansas, on the 12th day of May, 2022.*

\_\_\_\_\_  
DEAN A. HAYSE, Mayor

ATTEST:

\_\_\_\_\_  
DAVID W. SCHWENKER, City Clerk



**ORDINANCE NO. \_\_\_\_\_**

**An Ordinance Establishing a Moratorium Against the  
Enforcement of a Portion of the Zoning Code**

*BE IT ORDAINED* by the Governing Body of the City of Independence, Kansas:

**Section 1.** A moratorium is hereby imposed on the enforcement of Appendix A of the Zoning Code which lists the permitted and conditional uses of each zoning district as to the requirement of a conditional use permit for any “Dwelling, in nonresidential structure” that meets the definition of an “Upper Story Dwelling” located in the C-3, Central Business District and as defined in Article 4 of Appendix B of the Zoning Code.

**Section 2.** The moratorium imposed by this ordinance shall expire twenty-four (24) months from its effective date.

**Section 3.** This Ordinance shall take effect upon its publication in the official City newspaper.

*Adopted by the Governing Body of the City of Independence, Kansas, on the 12th day of May, 2022.*

\_\_\_\_\_  
DEAN A. HAYSE, Mayor

ATTEST:

\_\_\_\_\_  
DAVID W. SCHWENKER, City Clerk

**ORDINANCE NO. 4388**

**An Ordinance Defining an Upper Story Dwelling**

*BE IT ORDAINED* by the Governing Body of the City of Independence, Kansas:

**Section 1.** Article 4 of Appendix B of the Zoning Code is amended to add a definition of the term “upper story dwelling” as follows:

Upper Story Dwelling: A dwelling unit located on the second floor story and above, but not including the ground floor or basement of any structure.

**Section 2.** This Ordinance shall take effect upon its publication in the official City newspaper.

*Adopted by the Governing Body of the City of Independence, Kansas, on the 12th day of May, 2022.*

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DEAN A. HAYSE, Mayor

ATTEST:

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DAVID W. SCHWENKER, City Clerk

**ORDINANCE NO. 4389**

**An Ordinance Establishing a Moratorium Against the  
Enforcement of a Portion of the Zoning Code**

*BE IT ORDAINED* by the Governing Body of the City of Independence, Kansas:

**Section 1.** A moratorium is hereby imposed on the enforcement of Appendix A of the Zoning Code which lists the permitted and conditional uses of each zoning district as to the requirement of a conditional use permit for any “Dwelling, in nonresidential structure” that meets the definition of an “Upper Story Dwelling” located in the C-3, Central Business District and as defined in Article 4 of Appendix B of the Zoning Code.

**Section 2.** The moratorium imposed by this ordinance shall expire twenty-four (24) months from its effective date.

**Section 3.** This Ordinance shall take effect upon its publication in the official City newspaper.

*Adopted by the Governing Body of the City of Independence, Kansas, on the 12th day of May, 2022.*

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DEAN A. HAYSE, Mayor

ATTEST:

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DAVID W. SCHWENKER, City Clerk



**Report**  
**CITY OF INDEPENDENCE**  
**May 12, 2022**

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**Department Finance**

**Director Approval Lacey Lies**

**AGENDA ITEM** Reminder of May 18, 2022 Special Commission Meeting.

**BACKGROUND** When the 2022 City Commission schedule was adopted, it included the third Wednesday at 9 AM for Special Commission meetings. According to the budget schedule, this meeting time was reserved for a capital budget workshop and budget planning.

**SUPPORTING DOCUMENTS**

1. 2023 Budget Timeline

# Budget Timeline

The below timeline outlines major milestones in the City's budget process.



## **Revenue Neutral Rate - Senate Bill 13**

- In March 2021, the Kansas Legislature passed Senate Bill (SB) 13 to establish limitations on ad valorem property tax levies by taxing subdivisions without an additional notice and hearing prior to budget adoption. Subsequently, Senate Substitute for House Bill 2104 was passed to amend the timelines in SB 13. SB 13 is retroactively effective January 1, 2021.
- The bill repeals the tax lid law and computed tax limits imposed by KSA 79-2925b and KSA 79-2925c. Alternatively, the bill introduces the use of a “revenue neutral rate”, defined as the amount of ad valorem tax revenue levied in the prior year over the current year's assessed valuation estimates, expressed as a mill. County clerks are responsible for computing and providing the rates for taxing subdivisions with the budget information estimates by June 15th.
- Taxing subdivisions cannot levy above the revenue neutral rate (RNR) without holding a Revenue Neutral Rate Hearing for taxpayers to attend and provide feedback. At the end of the RNR hearing, the governing body of the taxing subdivision will publicly vote to pass a resolution to exceed the RNR for the upcoming budget year.
- If the taxing subdivision adopts a budget that does not exceed the RNR, the subdivision should contact the county clerk to prepare for valuation decreases from the June 15th property valuation estimates to the November 1st property valuations certified by the county clerk. If property valuations decrease from June 15th to November 1st, the taxing subdivision would realize fewer dollars than budgeted.