

INDEPENDENCE CITY COMMISSION

REGULAR SESSION AGENDA

June 23, 2022

5:30 PM

Civic Center Memorial Hall

To participate by conference call:
1 785-289-4727 Conference ID: 592 706 042#

The Independence City Commission will meet in a Regular Session on **Thursday, June 23, 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. APPOINTMENTS

- A. Park Board -- One Inside City Position
- B. Recreation Commission -- One Position
- C. Economic Development Advisory Board -- One Vacancy

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 closing off traffic to the Park Oval on August 11, 2022 during the Indy Goes Back to School Event.
- B. Consider renewing Precision Aviation Control's ground lease at the Independence Municipal Airport.
- C. Consider approving an agreement with MCR to re-coat and re-point a water-damaged area at Memorial Hall.
- D. Consider a request from Montgomery Place Skilled Nursing Facility to close the 600 block of South 8th on July 1, 2022 from 6 - 10 PM for a fireworks display for their residents.
- E. Consider a request from the Independence Historical Museum for two two-hour parking stalls in the 100 block of North 8th Street adjacent to the Museum.
- F. Consider authorizing the installation of 15-minute parking signs downtown.
- G. Consider authorizing submittal of the Tenant Based Rental Assistance (TBRA) Grant.
- H. Consider adopting an ordinance amending City Code Section 106-28 dealing with connections to the water main, service lines, connecting lines, and water meters.
- I. Consider approving a Cereal Malt Beverage license for the Indy Cruiser event that is being held at the park oval located at 400 Mickey Mantle Way on June 25, 2022.

IV. PUBLIC HEARING

- A. Public Hearing to consider condemnation of 1010 West Myrtle Street as dangerous and unsafe.
- B. Public Hearing to consider condemnation of 1020 West Myrtle Street as dangerous and unsafe.
- C. Public Hearing to consider condemnation of 1102 West Myrtle Street as dangerous and unsafe.
- D. Public Hearing to consider condemnation of 1809 N. 9th Street as dangerous and unsafe.

V. ITEMS FOR COMMISSION ACTION

- A. Consider a request from the Housing Authority to authorize the sale of properties located at 401 and 405 South 6th and 500, 504, and 512 South Penn to Shane and Maggie Harris.
- B. Consider adopting an ordinance amending current ordinances which address fencing requirements and adding a permit requirement for fences; and consider adopting an ordinance amending Appendix D, Fee Schedule, to add a new fence permit fee.
- C. Consider adopting an ordinance rezoning a tract of land at 1320 West Maple Street from M-2, heavy industrial district to C-2, commercial services district.
- D. Consider bidding evidence storage renovation.
- E. Consider a request from Brent Littleton representing Dairy Queen regarding a request to receive City property taxes back due to an issue with the Neighborhood Revitalization Program.

VI. REPORTS

- A. City Board Minutes
- B. 1st Quarter Treasurer's Report
- C. Public Works Report.

VII. CITY MANAGER'S COMMENTS

VIII. COMMISSIONERS' COMMENTS

IX. PUBLIC CONCERNS

X. ADJOURNMENT



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Park Board -- One Inside City Position

SUMMARY RECOMMENDATION Appoint a new Park Board member that lives within the City per City Code to replace Val DeFever who has served two full terms.

BACKGROUND The purpose of the Independence Park Board is to act as an advisory board to the governing body of the city concerning all matters pertaining to the municipally owned zoo and parks. The Independence Park Board consists of nine members, six of which are required to be residents of the City. The City's policy indicates that once members serve two full terms, the position shall be open to others who may wish to serve. Val DeFever has served two full terms and we thank her for her service to the Park and Zoo.

FINANCIAL INFORMATION The Park Board makes recommendations on projects and policies regarding the park and zoo. However, all final ordinance modifications, policies by resolutions, and budget approvals are made by the City Commission.

SUGGESTED MOTION I move to appoint _____ to a first term on the Park Board expiring July 1, 2025.

SUPPORTING DOCUMENTS

1. Benedict-Online Form Submittal_Park_Board Application_Redacted
2. Benfer-Online Form Submittal_Board Application-ParkBoard_Redacted
3. Epp-Online Form Submittal_Board Application_Park_Redacted
4. Harmon-Moore-Online Form Submittal_Board Application-Park_Redacted
5. Housel-Online Form Submittal_Board Application-Park Board_Redacted
6. Koszalka-Online Form Submittal_Board Application-Park Board_Redacted
7. Quigley-Online Form Submittal_Board Application-Park_Redacted
8. Warford-Park-Board-Application_Redacted
9. Williams-Online Form Submittal_Board Application_Redacted-Park Board

From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Friday, May 20, 2022 9:08:25 PM

Board Application

Board Applying For:	Park Board
Name	Brandy Benedict
Date	5/20/2022
Address	3267 Cr 3700
Email Address	[REDACTED]
Phone Number	[REDACTED]
Educational Background:	
High School Name and Location	West Elk Howard KS
Graduated/Degree	HS diploma
College Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Major	<i>Field not completed.</i>
Other Education Name and Location	NAWDP
Graduated/Degree	CWDP
Emphasis	Workforce development
Do you reside inside the corporate limits of the City of Independence?	No
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	No

What experiences have you had that you feel would assist you as a board member?	I currently serve as a youth pastor and have had experience serving on a minstrel board. I currently work with KANSASWORKS as a special projects manager and my experience includes serving on a management team.
Why do you want to become a member of the board?	Looking for ways to expand my experience and give back to the community I work within.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	NA
Other comments:	<i>Field not completed.</i>

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

From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Wednesday, May 11, 2022 9:24:04 AM

Board Application

Board Applying For:	INDEPENDENCE PARK BOARD
Name	CHRISTY BENFER
Date	5/11/2022
Address	4201 CR 2500
Email Address	[REDACTED]
Phone Number	[REDACTED]
Educational Background:	
High School Name and Location	CANEY VALLEY HIGH SCHOOL, CANEY KS
Graduated/Degree	HS DIPLOMA
College Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Major	<i>Field not completed.</i>
Other Education Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Emphasis	<i>Field not completed.</i>
Do you reside inside the corporate limits of the City of Independence?	No
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	No

What experiences have you had that you feel would assist you as a board member?	I AM THE SECETARY FOR A LOCAL NON PROFIT ORGANIZATION IN OUR COMMUNITY.
Why do you want to become a member of the board?	I WANT TO GIVE MORE BACK TO OUR COMMUNITY AND WHAT BETTER WAY THAN TO SERVE ON THE PARK BOARD.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	<i>Field not completed.</i>
Other comments:	<i>Field not completed.</i>

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From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Wednesday, June 01, 2022 11:00:40 AM

Board Application

Board Applying For:	Park Board
Name	Edward Epp
Date	6/1/2022
Address	2401 W Main St
Email Address	[REDACTED]
Phone Number	[REDACTED]
Educational Background:	
High School Name and Location	Pretty Prairie High School - Pretty Prairie, KS 67570
Graduated/Degree	1966
College Name and Location	Kansas State University
Graduated/Degree	Bachelor of Science
Major	Agriculture
Other Education Name and Location	Kansas State University College of Veterinary Medicine
Graduated/Degree	Doctor of Veterinary Medicine
Emphasis	Veterinary Medicine
Do you reside inside the corporate limits of the City of Independence?	Yes
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	Field not completed.

What experiences have you had that you feel would assist you as a board member?	Resident of Independence since 1974, served on FORPAZ in the past. I have been an active resident of Independence as owner and veterinarian of Independence Animal Hospital.
Why do you want to become a member of the board?	As a long time resident of Independence, I would like to "give back" to the community where we raised our family and who supported Independence Animal Hospital.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	The park and zoo are a major attraction and asset of Independence and there are on going maintenance issues that continually need to be addressed. The zoo in particular is in need of repairing and updating facilities that house and exhibit the animals.
Other comments:	<i>Field not completed.</i>

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From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Wednesday, May 11, 2022 9:13:13 AM

Board Application

Board Applying For:	Riverside Park Board
Name	Cayle Harmon-Moore
Date	5/11/2022
Address	3824 CR 3100 Independence, KS
Email Address	[REDACTED]
Phone Number	[REDACTED]
Educational Background:	
High School Name and Location	Stanton County HS, Johnson, KS
Graduated/Degree	HS Diploma
College Name and Location	Kansas State University
Graduated/Degree	Bachelor's of Science
Major	Mechanical Engineering
Other Education Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Emphasis	<i>Field not completed.</i>
Do you reside inside the corporate limits of the City of Independence?	No
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	No

What experiences have you had that you feel would assist you as a board member?	Corporate experience regarding project management, accounting, and schedule maintenance. Personal background in construction.
Why do you want to become a member of the board?	The Riverside Park and Zoo were the defining reason my family chose to move to Independence over neighboring communities. The park has seen a number of improvements in the time we have lived here and I would like to ensure it invites new families to the area.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	The under utilization of the oval at the park is startling. The Rec Commission could be worked with to schedule different events and planning for better utilization
Other comments:	<i>Field not completed.</i>

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From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Wednesday, May 11, 2022 12:28:15 AM

Board Application

Board Applying For:	Park Board
Name	Joseph Housel
Date	5/10/2022
Address	611 E. Poplar Independence, Ks 67301
Email Address	[REDACTED]
Phone Number	[REDACTED]
Educational Background:	
High School Name and Location	Independence High School 1301 Nth 10th Independence, Ks
Graduated/Degree	May 2005/ Highschool Diploma
College Name and Location	Pittsburg State University 1701 S Broadway St, Pittsburg, KS
Graduated/Degree	May 2010/ Bachelors
Major	Therapeutic Recreation
Other Education Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Emphasis	<i>Field not completed.</i>
Do you reside inside the corporate limits of the City of Independence?	Yes
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	<i>Field not completed.</i>

What experiences have you had that you feel would assist you as a board member?	I have previously worked for the City of Independence's park when I was younger. In 2010 I had an internship with the city of Topeka's recreation department. I also have previous experiences being on committees through Boy Scouts and while I was in college.
Why do you want to become a member of the board?	I would like to become more involved in our community and utilize some of my past experiences to assist with the continuation of making Independence a great community.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	Not at the moment.
Other comments:	<i>Field not completed.</i>

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From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Tuesday, May 10, 2022 5:25:49 PM

Board Application

Board Applying For: Independence Park Board

Name Rachel Koszalka

Date 5/10/2022

Address 301 N. 1st St.

Email Address [REDACTED]

Phone Number [REDACTED]

Educational Background:

High School Name and Location Shekinah Christian School / Fredonia, KS

Graduated/Degree HS Diploma

College Name and Location Emporia State University / Emporia, KS

Graduated/Degree Masters

Major Library and Information Science

Other Education Name and Location Southwestern College / Winfield, KS

Graduated/Degree Bachelors

Emphasis Theatre

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

If no, do you reside within 3 miles of the corporate limits of the City of Independence? Yes

What experiences have you had that you feel would assist you as a board member?	I am an active member on the Independence Public Library Board and currently am vice-chairman. I believe this experience has helped me gain understanding as to what's expected of board members.
Why do you want to become a member of the board?	I love our zoo and park, being from Fredonia it was always a fun destination growing up. I would love to be more involved with building up our local attractions to make Independence a fun destination for visitors like it was for me.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	<i>Field not completed.</i>
Other comments:	<i>Field not completed.</i>

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From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Wednesday, June 08, 2022 7:25:59 PM

Board Application

Board Applying For:	park board
Name	Morris Quigley
Date	6/8/2022
Address	1405 irving st. Independence, Ks.
Email Address	[REDACTED]
Phone Number	[REDACTED]
Educational Background:	
High School Name and Location	ihs-city
Graduated/Degree	<i>Field not completed.</i>
College Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Major	<i>Field not completed.</i>
Other Education Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Emphasis	<i>Field not completed.</i>
Do you reside inside the corporate limits of the City of Independence?	Yes
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	<i>Field not completed.</i>

What experiences have you had that you feel would assist you as a board member?	Traveled across the U.S. been to a lot of zoos and parks like the outdoors and animals
Why do you want to become a member of the board?	To help the city promote and grow one of our best assets
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	There is always room to grow and to stay in touch with the people that use our park
Other comments:	I have lived here most of my life and would like to give back to our city

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Applications must be received in the City Manager's Office,
811 W. Laurel St., Independence, KS 67301 or by Email at
KellyP@IndependenceKs.gov on or before June 30, 2017

APPLICATION

Park Board
City of Independence, Kansas

Date 06/08/22

Name JILL WARFORD

Address 2101 N 8TH ST

Phone Number [REDACTED]

Email Address [REDACTED]

Educational Background:

Name of School and Location	Dates	Diploma	Major	Minor
FORT SCOTT HIGH SCHOOL	1972-74	YES		
Ft. Scott Community College	1975-76	AA degree		
Pittsburg State Univ.	1976-1983	3 degrees: BSED/MA/ Ed.S		

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

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

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

I moved back to Independence in June of 2021. I previously lived here for 17 years and taught Speech and Theatre at Independence Community College. At ICC I also served as the Director of Development and the Director of the Inge Festival for 11 years. I served on many boards when I lived here and was very involved in the community, directing 2 Neewollah plays and being involved in other clubs and activities. I am retired now and have the time to devote to being a member of a board.

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

I love the park and think it is one of Indy's greatest assets.

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

I think the Park is well maintained but when I go to the outdoor concerts on Tuesday evenings I feel that the bandshell seats need some attention.

5. Other comments:

I don't know much about this board but I know how to work within a group, I am proficient at organizing and planning activities and I am not afraid to roll up my sleeves and work!

From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Wednesday, May 18, 2022 1:18:51 PM

Board Application

Board Applying For:	Park Board
Name	Malinda C Williams
Date	5/18/2022
Address	North 2nd Street 424
Email Address	[REDACTED]
Phone Number	[REDACTED]
Educational Background:	
High School Name and Location	Independence high School Independence KS
Graduated/Degree	<i>Field not completed.</i>
College Name and Location	University of Alabama Birmingham
Graduated/Degree	Masters
Major	Sociology
Other Education Name and Location	Pittsburg State University
Graduated/Degree	Masters
Emphasis	Special Education
Do you reside inside the corporate limits of the City of Independence?	Yes
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	<i>Field not completed.</i>

What experiences have you had that you feel would assist you as a board member?	I have been an educator in Independence for the last 11 years, during that time I have worked on several committees and led many incentives to better the organizations of which I was a part.
Why do you want to become a member of the board?	The park is the crown jewel of Independence and I would love to be a part of continuing to make it better. I
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	I don't consider this an immediate need as it does not pose a safety threat but, the graffiti on the north back side of the football field should be addressed. Something that I would love to see is a walking trail on the One Way. I walk with my son almost daily down the one way and sometimes because of the speeds that teenagers are taking it seems a little unsafe. I know that this would be a huge project but something to consider as I know many people who would love to use it.
Other comments:	Thank you for considering my application I would love to help contribute in any way to our wonderful park and zoo,

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**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Recreation Commission -- One Position

SUMMARY RECOMMENDATION Appoint a new Recreation Commission member to replace Tony Turner who has served two full terms.

BACKGROUND The Recreation Commission consists of five members, two of which represent the school district, two of which represent the City, and one that is selected by the Recreation Commission at large.

FINANCIAL INFORMATION The Joint Recreation Commission was formed by a joint resolution with the City and the School District for the purpose of establishing and maintaining a supervised recreation system and to establish a mill levy after it was approved by the voters on a 1,193 to 566 vote held on April 3, 1979.

SUGGESTED MOTION I move to appoint _____ to a first term on the Recreation Commission expiring on July 1, 2026 as a City representative.

SUPPORTING DOCUMENTS

1. Eytcheson-Online Form Submittal_ Board ApplicationRec_Redacted
2. Housel-Online Form Submittal_ Board Application-RecCommission_Redacted
3. MendozaOnline Form Submittal_ Board Application-RecCom_Redacted

From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Thursday, May 12, 2022 9:34:25 AM

Board Application

Board Applying For: Independence Recreation

Name Courtney Eytcheson

Date 5/12/2022

Address 3301 Crown Drive

Email Address [REDACTED]

Phone Number [REDACTED]

Educational Background:

High School Name and Location IHS Independence Kansas

Graduated/Degree General

College Name and Location ICC Independence Kansas

Graduated/Degree Associate of Science

Major *Field not completed.*

Other Education Name and Location Missouri Southern State University Joplin MO

Graduated/Degree Registered Dental Hygiene

Emphasis *Field not completed.*

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

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

What experiences have you had that you feel would assist you as a board member?	I have been involved with my childrens sports acitivities for 12 years which I coached their teams.
Why do you want to become a member of the board?	I would like to help serve the community to better our youth activities. If there is a change to keep our youth involved with good and not take the wrong path with too much free time I want to help.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	<i>Field not completed.</i>
Other comments:	<i>Field not completed.</i>

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From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Tuesday, May 10, 2022 9:34:41 PM

Board Application

Board Applying For:	Independence Recreation Commission
Name	Joseph Housel
Date	5/10/2022
Address	611 E. Poplar Independence, Ks 67301
Email Address	[REDACTED]
Phone Number	[REDACTED]
Educational Background:	
High School Name and Location	Independence High School 1301 Nth 10th Independence, Ks
Graduated/Degree	May 2005/ Highschool Diploma
College Name and Location	Pittsburg State University 1701 S Broadway St, Pittsburg, KS
Graduated/Degree	May 2010/ Bachelors
Major	Therapeutic Recreation
Other Education Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Emphasis	<i>Field not completed.</i>
Do you reside inside the corporate limits of the City of Independence?	Yes
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	<i>Field not completed.</i>

What experiences have you had that you feel would assist you as a board member?	I have previously worked for the City of Independence's park when I was younger. In 2010 I had an internship with the city of Topeka's recreation department. I also have previous experiences being on committees through Boyscouts and while I was in college.
Why do you want to become a member of the board?	I would like to become more involved in our community and continue to learn how to utilize some of my past experiences to assist with the continuation of making Independence a great community.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	No.
Other comments:	I would love for the opportunity to serve our great city.

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From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Sunday, May 15, 2022 8:39:07 PM

Board Application

Board Applying For: Independence Recreation Commission Board Opening

Name Nellie Mendoza

Date 5/15/2022

Address 2104 N. 10th St.

Email Address [REDACTED]

Phone Number [REDACTED]

Educational Background:

High School Name and Location Laramie Senior High

Graduated/Degree May 1993/HS diploma

College Name and Location Friends University

Graduated/Degree May 2005/B.S

Major Business Management

Other Education Name and Location Independence Community College

Graduated/Degree 1999

Emphasis General Studies

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

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

What experiences have you had that you feel would assist you as a board member?	I sat on the First Leadership of Independence (two terms) and Leadership Independence boards (one term) after I completed Leadership Independence in 2008-09.
Why do you want to become a member of the board?	To engage and learn about our local recreation center, to positively engage with community members, to assist in establishing new programs, assist with ongoing projects and see them to a successful finish. Last but not least to make a difference in our community by giving our youth a foundation to grow from.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	Not that I know of currently as I have not been actively involved with I.R.C events for the past year.
Other comments:	<i>Field not completed.</i>

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**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Economic Development Advisory Board -- One Vacancy

SUMMARY RECOMMENDATION Appoint a new Economic Development Advisory Board member to replace J.D. Cox who has resigned.

BACKGROUND The purpose of the Economic Development Advisory Board is to recommend and review on an ongoing basis the City's economic development policies which may pertain to but are not limited to preparation of an economic development strategy, a policy on providing ad valorem tax abatement, granting economic development incentives as permitted by law, establish guidelines for considering the above requests, and study other economic development concerns as determined by the board or requested by the City Commission.

FINANCIAL INFORMATION The Economic Development Advisory Board makes recommendations on economic development initiatives and policies. However, all final ordinance modifications, policies by resolutions, and budget approvals are made by the City Commission.

SUGGESTED MOTION I move to appoint _____ to an unexpired term on the Economic Development Advisory Board expiring on January 1, 2024.

SUPPORTING DOCUMENTS

1. Kelly-Online Form Submittal_ Board Application-EDAB_Redacted

From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Tuesday, June 07, 2022 5:00:40 PM

Board Application

Board Applying For: Economic Development Advisory Board

Name Jim Kelly

Date 6/7/2022

Address 309 South 5th

Email Address [REDACTED]

Phone Number [REDACTED]

Educational Background:

High School Name and Location Independence High School

Graduated/Degree 1965

College Name and Location Emporia State University

Graduated/Degree 1969 - BS

Major Business & Economics

Other Education Name and Location Graduate School of Banking - University of Wisconsin

Graduated/Degree 1978

Emphasis Banking

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

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

What experiences have you had that you feel would assist you as a board member?	53 Years in Banking and 30* years in economic development activities. 26 years in local and state elected offices.
Why do you want to become a member of the board?	Opportunity to be involved in the continued development and growth of Independence.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	Certification of the two remaining industrial sites in Independence, plus the acquisition of additional land for the expansion of the West Laurel Industrial Park. Increase housing stock, including the development of upper story downtown housing.
Other comments:	Thank you for your consideration.

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**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022**

Department Park, Zoo & Cemetery

Director Approval Scott Patton

AGENDA ITEM Consider approving closing off traffic to the Park Oval on August 11, 2022 during the Indy Goes Back to School Event.

SUMMARY RECOMMENDATION Approve closing off the Park Oval to traffic during the Indy Goes Back to School Event.

BACKGROUND Indy Goes Back to School is an annual event sponsored by USD 446 Public Schools and the USD 446 Education Foundation. The event is designed to instill excitement in parents and students about the start of the school year. It is also utilized to make connections between parents and community organizations that support families and children. The event is well attended and requires the use of the entire Park Oval and all surrounding shelters and buildings. It also requires that the Park Oval is closed off to traffic from 5:00 p.m. to 8:00 p.m.

FINANCIAL INFORMATION No budget impact

SUGGESTED MOTION I move to approve closing off traffic to the Park Oval on August 11, 2022 from 5 - 8 PM for the Indy Goes Back to School Event.

SUPPORTING DOCUMENTS



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider renewing Precision Aviation Control's ground lease at the Independence Municipal Airport.

SUMMARY RECOMMENDATION City staff recommends renewing the ground lease with Precision Aviation Controls for an additional five-year term.

BACKGROUND The City of Independence has a Ground Lease Agreement with Precision Aviation Controls that includes an option to renew for five additional years. The City of Independence received a request from James Robertson, President, to exercise their option to renew the ground lease (retroactive back to April 1, 2022) for an additional five years.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to renew the Ground lease Agreement with Precision Aviation Controls for an additional five years retroactive to April 1, 2022.

SUPPORTING DOCUMENTS

1. Request from Precision Aviation Controls to renew ground lease for an additional five years



June 13, 2022

Kelly Passauer
City Manager
Independence, KS

Subject: Ground Lease Renewal

Dear Ms. Passauer:

This is to confirm that Precision Aviation Controls wishes to exercise its option to renew the ground lease (retroactive back to April 1, 2022), located at 101 Freedom Drive, Independence, Kansas 67301, with the City of Independence for a further five years.

We apologize for the late notice in this matter.

Best regards,

A handwritten signature in black ink, appearing to read "James Robertson", is written over the typed name and title.

James Robertson
President

101 Freedom Drive
Independence, KS 67301
620-331-8180



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider approving an agreement with MCR to re-coat and re-point a water-damaged area at Memorial Hall.

SUMMARY RECOMMENDATION City Staff recommends approval.

BACKGROUND The Civic Center entrance foyer has sustained water damage from a leak from the stairway above. A review by Sean Clapp identified the issue as the stairway coating and crack sealing above the entrance. MCR has presented a proposal to re-coat and re-point the area to stop the water leakage. MCR will schedule the work this fall, as the high heat does not allow for a proper cure of the product.

FINANCIAL INFORMATION Memorial Hall Capital funding included in the approved budget for 2022 will cover the expense once the work has been completed.

SUGGESTED MOTION I move to approve the agreement with MCR for \$15,030.00 to re-coat and re-point a water-damaged area at Memorial Hall.

SUPPORTING DOCUMENTS

1. Memorial Hall Civic Center Proposal



June 7, 2022

David Cowan, Asst. City Manager-Dir of Safety
City of Independence
811 W Laurel St
Independence, KS 67301

RE: N Entry Steps
Memorial Hall Civic Center – Independence

Dear Mr. Cowan:

Attached is our proposal for the work to be performed on the Memorial Hall project. Should you have questions regarding the proposal, please feel free to contact me at (800) 835-3700.

We trust that the enclosed will meet with your approval and that we will have the opportunity of working with you on this project.

Respectfully submitted,

MID-CONTINENTAL RESTORATION CO., INC.

Mike Land
Sr. Estimator / Project Manager
Cell: (918) 770-7504
mike_land@midcontinental.com

ML/kc

Encl.



6707 E 12th St, Tulsa, OK 74112
Ph: (918) 770-7504 Fax: (918) 884-7727
www.midcontinental.com

PROPOSAL / CONTRACT

June 7, 2022

From: Mike Land, Sr. Estimator / Project Manager, Tulsa, OK
Cell: (918) 770-7504 email: mike_land@midcontinental.com

To: David Cowan, Asst. City Manager-Dir of Safety, 811 W Laurel St, Independence, KS
67301 Ph: (620) 332-2528 Cell: (620) 330-0056 email: davidc@independenceks.gov

Subject: N Entry Steps

Job Name: Memorial Hall Civic Center – 410 N Pennsylvania Ave, Independence, KS 67301

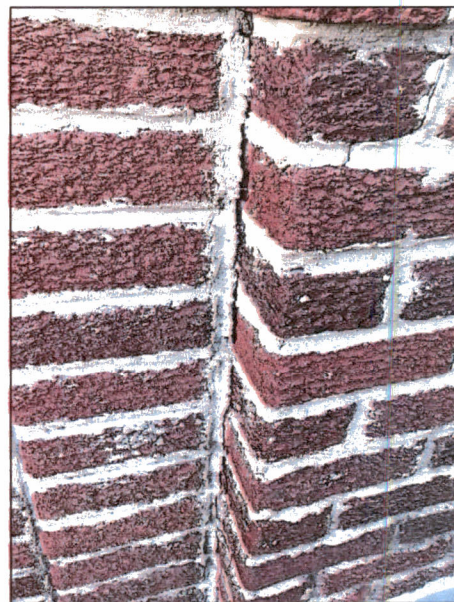
BASE BID: RECOATING OF NORTH ENTRY STEPS AND MISCELLANEOUS REPOINTING



- (1) MCR shall power wash existing coating on the steps and landings of the North elevation to help remove dirt and excess surface impurities in preparation for a recoat application over existing membrane.
- (2) MCR shall apply Polycoat polyurethane traffic coating system per manufacturer's written instructions. The work will include a primer, base coat and a topcoat with 1630 mesh silica sand aggregate back rolled into it. The color to match existing as closely as possible.



- (3) MCR shall replace existing perimeter cove sealants as required to install new traffic coating.



- (4) A careful inspection shall be completed of all exposed brick mortar joints directly above the coated steps. Those joints found to be defective and not providing a watertight condition shall be filled and tightly packed with a non-shrinking pointing mortar. Prior to installing the new mortar, the masonry surfaces shall be thoroughly wet, with no standing water (saturated surface dry). New mortar shall be colored and tooled to match the adjacent joints in appearance as closely as possible. Joints eroded less than ¼-inch in depth that are sound with no visible cracks, shall be considered a sound joint and shall not be pointed.
- (5) The OWNER shall be responsible for contacting the electrical power company to provide power line protection, rerouting, or deenergize the lines prior to the start of the project. OSHA restricts access to within 3' feet for Insulated lines less than 300 volts, 10' feet for Insulated lines above 300 volts to 50kv. The only exception to the above regulation is the utility company or electrical power system operator must be notified of the need to work closer and the systems operator must deenergize, relocate, or install protective covering to prevent accidental contact with the lines or weather heads.
- (6) The **OWNER** shall be responsible for supplying adequate water and electrical circuitries to power contractor's equipment.
- (7) During the construction phase, all precautions shall be taken to protect any other building surfaces, pedestrians, and automobiles. Mid-Continental follows all OSHA safety regulations in scaffolding and public protection, **including full compliance with the OSHA Respirable Crystalline Silica Standard.** Upon completion, all surrounding surfaces of the building and premises shall be cleaned and left in an orderly fashion.
- (8) Mid-Continental Restoration Co., Inc. has been retained to perform defined installation and/or repair work on the building or at the job-site and has not guaranteed the removal or eradication of any mold/fungi/organic pathogens and other airborne contaminants. Mid-Continental Restoration Co., Inc., shall be held harmless from and against any and all claims, suits or damages resulting in anyway whatsoever from mold/fungi/organic/ pathogens or other airborne contaminants, that may be present at the job-site before, during and after Mid-Continental has completed its work pursuant to this contract.
- (9) For complete insurance coverage, see **Exhibit "A"** attached hereto. Please review the Terms and Conditions attached hereto and marked **Exhibit "A"**.

We shall accomplish the above outlined work for the sum of:

FIFTEEN THOUSAND, THIRTY DOLLARS

\$15,030.00

Due to the current volatility of material pricing, the above price shall only be valid for a period of thirty days (30) days, after which pricing is subject to change.

TO ACCEPT THE BASE BID, PLEASE SIGN BELOW

If **BASE BID** is accepted, please sign here:

Mid-Continental Restoration Co., Inc.

By: _____
Owner/Owner Representative Dated

By: _____
Contractor Dated

TAXES

Please Initial Applicable taxes are excluded from the price stated within this proposal. It is the owner's responsibility to provide a [Project Exemption Certificate Form PR-74](#), prior to ordering materials or beginning the project. To apply for a [Project Exemption Certificate \(PR-74\)](#) please complete the attached application [Form PR-76](#) and fax it to (785) 296-7928, as listed on the form. You can also find additional information and request the certificate online at <http://www.ksrevenue.org/pecwelcome.html>. Once the state sends you the [Project Exemption Certificate \(PR-74\)](#), please forward a copy to Mid-Continental Restoration for our use when ordering materials for the project. **If Form PR-74 is not received by us prior to ordering materials or beginning the project, applicable tax will be added to the stated contract price.** Mid-Continental Restoration Co. Inc. can also request the Project Exemption Certificate for you, but we will need a copy of your [Sales and Use Tax Entity Exemption Certificate Form PR-78RO](#) or the Kansas Exemption Number shown on the [Certificate PR-78RO](#). Should you have any questions or concerns regarding the Project Exemption Certificate, please feel free to contact Lucy Gladbach at (620) 223-3700.

THE ABOVE PROPOSAL IS ACCEPTED UPON THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT "A" ATTACHED.

PLEASE SIGN AND **RETURN THE COMPLETE PROPOSAL** TO THE HOME OFFICE. OUR COMPANY WILL RETURN A FULLY SIGNED COPY TO YOU FOR YOUR RECORDS. IF DESIRED, YOU MAY EMAIL OR FAX THE PROPOSAL ACCEPTANCE TO THIS OFFICE AT (620) 223-5052. THE EMAILED OR FAXED COPY OF THE SIGNED PROPOSAL WILL BE CONSIDERED A LEGAL BINDING DOCUMENT.

THE PROPOSAL SET FORTH HEREIN IS THE RESULT OF THE COMPANY'S INITIAL INSPECTIONS OF THE OWNER'S PROPERTY AND WAS DEVELOPED BASED UPON THE COMPANY'S EXPERIENCE IN THE INDUSTRY AND THE COMPANY'S WORK ON SIMILAR PROJECTS. MID-CONTINENTAL RESTORATION COMPANY, INC. DOES NOT EMPLOY A LICENSED ARCHITECT OR ENGINEER, THEREFORE THE "PROPOSAL" IS NOT AND SHOULD NOT BE CONSIDERED AN "ENGINEER'S REPORT" OR AN "ARCHITECT'S REPORT." AS A RESULT, THE COMPANY HEREBY DISCLAIMS ANY LIABILITY WHATSOEVER THAT MAY RELATE TO THE COMPANY'S ANALYSIS OF THE EXISTING CONDITIONS OF THE OWNER'S BUILDING AND THE COMPANY'S RECOMMENDATIONS FOR REPAIR/REMEDiation THEREOF.

EXHIBIT "A"
TERMS & CONDITIONS

LIMITED WARRANTY

Goods and material installed by Mid-Continental Restoration are the products of reputable manufacturers. Mid-Continental Restoration shall use its best efforts to obtain from each manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods or material that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of Mid-Continental Restoration.

THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED OR STATUTORY RELATING TO THE DESCRIBED EQUIPMENT, GOODS OR MATERIAL WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PROPOSAL. THE IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE SHALL NOT APPLY AND IS EXPRESSLY WAIVED.

Mid-Continental Restoration warrants its workmanship to be free from defects for a period of one (1) year from the date of completion of installation of the above goods and material. Mid-Continental Restoration's warranty is limited to the materials and equipment which Mid-Continental Restoration or its agents or employees install. No warranty is provided for materials and equipment which Mid-Continental Restoration does not install or provide.

The foregoing proposal, subject to these terms and conditions, is submitted for customer's consideration with the understanding that it must be approved by an authorized representative of Mid-Continental Restoration after its acceptance by the customer and is not binding upon Mid-Continental Restoration until so approved in writing and delivered to the customer. When so approved, it shall constitute the entire contract between the parties and no understanding or obligations not herein expressly set forth are binding upon them.

Your acceptance of this proposal is expressly limited to the terms contained within this document. Any conditions set forth in the purchase order or in any similar communication shall not be binding nor effective unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any additional terms or conditions, oral or written, express or implied, not contained within this document are not binding or controlling on the parties unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.

EXCLUSIONS FROM LIMITED WARRANTY. The following are *not* covered by this warranty:

Any damage to the extent it is caused or made worse by failure by the Owner, General Contractor or by anyone other than Mid-Continental Restoration, its employees, agents, contractors or subcontractors, to comply with the Warranty requirements of manufacturers of appliances, fixtures and items of equipment, or failure by the Owner to give notice to the Contractor of any defects within a reasonable time.

Any damage from the presence of mold or fungus or the creation of conditions that may contribute to the growth of mold or fungus.

Initial:

Mid-Continental Restoration's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or materials hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, ~~shall not exceed the amount attributable to such labor, equipment, goods or material or part thereof involved in the claim.~~ Mid-Continental Restoration shall not, under any circumstances be liable for any labor or charges without the prior written consent of Mid-Continental Restoration. Mid-Continental Restoration shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages, including, but not limited to loss of profits, revenues, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If Mid-Continental Restoration furnishes Customer with advice or other assistance which concerns any labor, equipment, goods or material furnished hereunder, or any system or equipment in which any of such equipment goods or material may be installed, and which is not required pursuant to this contract, the furnished of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence or other grounds).

If Mid-Continental Restoration encounters asbestos or polychlorinated biphenyl (PCB) on the site, Mid-Continental Restoration shall immediately stop work and report the condition to the owner's representative in writing. Mid-Continental Restoration shall not resume work in the affected area until the asbestos or polychlorinated biphenyl (PBS) has been removed or rendered harmless. Mid-Continental Restoration shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without its consent.

Initial:

Any installation dates given in advance are estimated and are subject to prior orders with Mid-Continental Restoration. Mid-Continental Restoration shall not be liable for failure to perform or delay in performance resulting from strikes, accidents, fires, labor difficulties, transportation difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitations by the foregoing, any cause beyond Mid-Continental Restoration's reasonable control.

Initial:

~~If on any breach of default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, the defaulting party agrees to pay the non-defaulting party its reasonable attorneys' fees, whether or not suit is instituted in connection herewith.~~

This agreement plus any attachments and/or addendums (both sides) constitutes the entire agreement between the parties, and no terms or understandings not herein contained shall be valid or binding unless contained in writing signed by both parties.

Initial:

Net cash upon completion of the work, unless this contract extends beyond one month (30 days), in which case Mid-Continental Restoration will be paid for work completed and invoiced monthly and the balance due upon completion of our work. Those projects extending over 30 days will be invoiced at 30-day intervals. ~~Any accounts 30 days past due will be assessed a finance charge of 1 1/2 % per month.~~ Within ten (10) calendar days from commencement of this project, MCR reserves the right to invoice the Owner for all startup costs such as material purchases, equipment purchases and mobilization costs. The invoice for start-up costs will be payable to MCR within fourteen (14) calendar days from the invoice date. In the event time payments are desired, terms shall be included in the specifications and balance due secured by note.

Mid-Continental Restoration agrees to provide the following insurance coverage, subject to change without notice to Customer: (1) Worker's Compensation and/or Employer's Liability insurance - State Requirement; (2) Automobile Liability insurance with limits of at least \$1,000,000.00 combined single limit, bodily injury and property damage for injuries to person or persons involved in an accident in connection with this contract; (3) Contractor's Liability, with limits of \$1,000,000.00 combined single limit bodily injury and property damage per occurrence, \$2,000,000.00 Products/Completed Operations Aggregate; \$2,000,000.00 Policy Aggregate and (4) Excess Liability - \$5,000,000.00.

REQUEST FOR PROJECT EXEMPTION CERTIFICATE

Kansas Department of Revenue Date
915 SW Harrison St., Room 230
Topeka, KS 66612-1588

Office of Policy and Research
Telephone: (785) 296-3081
FAX: (785) 296-7928

It is requested that a Certificate of Exemption be issued to the Petitioning Authority for the following described project if it is determined by the Department of Revenue that the proposed project qualifies for exemption from sales tax under the provisions of K.S.A. 79-3606(d) - public or private nonprofit hospital, elementary or secondary school, educational institution & political subdivisions of the state of Kansas; K.S.A. 79-3606(e) - United States Government, its agencies or instrumentalities; K.S.A. 79-3606(xx) - 501(c)(3) nonprofit zoo; K.S.A. 79-3606(aaa) - 501(c)(3) religious organization or K.S.A. 79-3606(ccc) - 501(c)(3) primary care clinic.

(A) Type of project: _____
Describe Work to be Done

A. Present use of facility: _____

B. Proposed use of facility after project: _____

(B) Project location: _____
Building Number, Street Address, City, State, and Zip Code

(C) Is this project being constructed as part of a business enterprise whose sales are subject to sales tax (e.g., municipal water, electric or gas companies)? ☐ Yes ☐ No

(D) Is the Petitioning Authority authorized to levy ad valorem taxes on tangible property? ☐ Yes ☐ No

(E) A. Is this project being totally financed by industrial revenue bonds? ☐ Yes ☐ No

B. Is this project being partially financed by industrial revenue bonds? ☐ Yes ☐ No

Amount of bonds being issued for project: _____

If you answered "Yes" to A or B, you must complete the agreement on the back of this form and attach a copy of the letter of intent or resolution of intent to issue bonds.

If you answered "No" to A or B, how is the project being financed (explain type of tax, bonds, etc.)?

(F) Name of claimant owner of project: _____

(G) Starting date: _____ (H) Estimated completion date: _____

(I) Estimated project cost: _____ (J) List names and addresses of prime contractors:

(K) Contract date: _____

(L) Contract number: _____

(M) Project number: _____

Petitioning Authority

Mailing Address

Signature of Authorized Representative

City, State & Zip Code

Type or Print Name

Title

Phone Number

ONLY COMPLETE THIS PAGE IF YOU ANSWERED YES TO LINE (E) ON PAGE 1.

This agreement is made and entered into between and by the _____
_____ (name of political subdivision), hereinafter referred to as
Exempt Entity; and _____ (name of beneficiary of industrial revenue bond proceeds),
hereinafter referred to as Beneficiary.

It is hereby agreed by all parties to this agreement that the construction project for which the request for an exemption certificate is being made would be exempt from sales tax solely due to the fact that it is being financed by industrial revenue bonds. It shall be the duty of the Exempt Entity to notify the Kansas Department of Revenue when the industrial revenue bonds have actually been issued.

Whereas, the Kansas Department of Revenue deems it necessary to ensure that sales or compensating tax is paid should the project not be financed by industrial revenue bonds, it is hereby further agreed by the Beneficiary that if the industrial revenue bonds have not been issued by the time the project is completed then the Beneficiary will remit to the Kansas Department of Revenue the sales or compensating tax and applicable interest on tax which is due based upon the cost of tangible personal property or services used or consumed in the construction of the project. It is agreed that the Secretary of Revenue shall determine when the project has been completed.

The Director of Policy and Research shall have the right to demand from the Beneficiary payment of the sales and compensating tax and applicable interest due the state should the Kansas Department of Revenue not receive such payment within thirty (30) days after the project has been completed.

Any and all notices required herein shall be mailed and addressed as follows:

A. Notices to the Department of Revenue shall be addressed to: Director of Policy and Research, Kansas Department of Revenue, 915 SW Harrison St., Room 230, Topeka, Kansas 66612-1588;

B. Notices to the Exempt Entity shall be addressed to: _____

C. Notices to the Beneficiary shall be addressed to: _____

This agreement shall be binding upon all parties hereto and any and all their successors.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by persons authorized to do so lawfully and with full corporate authority.

POLITICAL SUBDIVISION

BENEFICIARY OF INDUSTRIAL REVENUE BOND
PROCEEDS

Authorized Signature

Authorized Signature

Type or Print Name and Title

Type or Print Name and Title

DATED: _____

DATED: _____



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider a request from Montgomery Place Skilled Nursing Facility to close the 600 block of South 8th on July 1, 2022 from 6 - 10 PM for a fireworks display for their residents.

SUMMARY RECOMMENDATION City Staff recommends closing the 600 block of South 8th Street on the condition that the requestor works with the owner at 601 South 8th to ensure he has access to his residence.

BACKGROUND Montgomery Place Skilled Nursing Facility has a fireworks display for its residents on July 1, 2022, from 6 p.m. to 10 p.m. They are requesting City permission to close 8th Street during that time. A residential house is located on the west side of the street, at 601 S. 8th, and staff recommends that approval be conditioned upon the nursing home working with this resident to ensure access to their property.

FINANCIAL INFORMATION No financial impact.

SUGGESTED MOTION I move to authorize the request from Montgomery Place Skilled Nursing Facility to close the 600 block of South 8th on July 1, 2022 from 6 - 10 PM on the condition that they allow access for the resident residing at 601 S. 8th Street.

SUPPORTING DOCUMENTS

1. Montgomery Place Skilled Nursing Facility Request

Montgomery Place Skilled Nursing Facility is having there fireworks display for our residents on July 1, 2022.

We would like to have the street in front of our building blocked off.

It is the 600 block of North 8 between the hours of 6pm to 10pm.

Thank You

Sandy Mercer

Activity Director



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider a request from the Independence Historical Museum for two two-hour parking stalls in the 100 block of North 8th Street adjacent to the Museum.

SUMMARY RECOMMENDATION City Staff recommends approving the request for two two-hour parking stalls in front of the Independence Historical Museum located at 123 North 8th Street.

BACKGROUND The City of Independence was contacted by the Independence Historical Museum and they are requesting two stalls in front of the museum have two-hour parking limit signs be installed. The intent is to provide some parking for visitors at the museum and to keep downtown workers from filling up the parking stalls in front of the museum. By placing the two-hour signs, we believe at least two stalls will be available to visitors at the museum throughout the day.

FINANCIAL INFORMATION The purchase of two two-hour parking signs and the cost of installation will be absorbed by the street department budget.

SUGGESTED MOTION I move to authorize the purchase and installation of two two-hour parking signs in front of the museum located at 123 North 8th Street.

SUPPORTING DOCUMENTS



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider authorizing the installation of 15-minute parking signs downtown.

SUMMARY RECOMMENDATION City Staff recommends authorizing the installation of thirteen (13) 15-minute parking signs.

BACKGROUND After an evaluation in 2012 by world-renowned community development expert Roger Brooks, the City removed the two-hour parking limitations downtown. Any limited parking approved after that was done on a case-by-case basis after being placed on the agenda. During the pandemic, when many stores were closed for in-person dining and/or shopping the City authorized the Chamber of Commerce Leadership Independence as a class project to place temporary parking signs in the downtown business district to allow for the quick and safe pick-up of food or retail purchases. The project was very successful, and we had more requests for signs than were available. Although the restrictions have since been lifted, the City and Chamber continue to receive requests for 15-minute parking stalls for the convenience of citizens wanting to quickly carry out services in the downtown business district. Our vibrant downtown often has limited parking stalls available due to employees, events, and lunch and dinner time rush hours. The current temporary signs are in poor condition, and City staff would like to replace them with permanent signs. Working with the Chamber of Commerce President Lisa Wilson, the City is proposing the placement of (1) 15-minute sign on each side of the street for the 100 block through the 300 block of Pennsylvania Ave (total of 6), (1) 15-minute sign on each side of the 100 block of East and West Main Street (total of 4), (1) 15-minute sign on East Myrtle, and (1) 15-minute sign on East and West Laurel (total of 2). A total of (13) 15-minute signs would be installed in the downtown business district. The signs would be placed towards the middle of the blocks.

FINANCIAL INFORMATION The purchase and installation of the signs would be absorbed by the street department budget.

SUGGESTED MOTION I move to authorize the installation of up to thirteen 15-minute parking signs in the downtown business district at the locations recommended by City staff.

SUPPORTING DOCUMENTS



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022**

Department Housing

Director Approval CYNTHIA NUTT

AGENDA ITEM Consider authorizing submittal of the Tenant Based Rental Assistance (TBRA) Grant.

SUMMARY RECOMMENDATION Approve the request to submit the TBRA grant.

BACKGROUND The Independence Housing Authority (IHA) has administered a Tenant Based Rental Assistance Grant since 1998. Since that time, almost \$2.8 million has been received to assist some of our most vulnerable community members.

FINANCIAL INFORMATION There is no anticipated budget impact as the Independence Housing Authority oversees all aspects of the grant implementation and oversight requirements.

SUGGESTED MOTION I move to authorize the Independence Housing Authority to submit the 2022 Tenant Based Rental Assistance Grant.

SUPPORTING DOCUMENTS

1. 2022 TBRA Application
2. TBRA Administrative Plan
3. TBRA Grant Project Summary
4. VAWA Policy

KANSAS HOUSING

Tenant Based Rental Assistance 2022 Application

2022 TBRA Applicants:

For the 2022 TBRA application round, the amount of funding that a grantee may apply for is \$400,000. The administration will be awarded as 7% above the granted amount; however, 2022 contracts will not pay administration funds that are not drawn during the grant period. Unexpended admin funds may be converted to subsidy, at KHRC's discretion.

Additionally, the maximum number of months for a set up/tenant will be 12 months. As usual, tenants are eligible for recertification at the 12-month mark.

Eligible Applicants

HOME Program funds for the Tenant Based Rental Assistance program will be made available through a competitive application process. Eligible entities are local units of government, public housing authorities, and non-profit agencies. Applicants must have demonstrated experience managing a tenant based rental assistance program.

TENANT BASED RENTAL ASSISTANCE (TBRA)
2022 APPLICATION
AVAILABLE FUNDING: \$1,600,000

Applicant/Agency: Independence Housing Authority

A. Application Process

1. Submittal Requirements

The Kansas Housing Resources Corporation (KHRC) must receive **one original** of the application before 4:00 p.m. on Thursday June 30, 2022. An acknowledgment (receipt) will be provided upon request. Applications submitted via mail or other delivery system should be sent using that company's return receipt process, as this will be your notice that the application has been received. Submit the application package to:

Kansas Housing Resources Corporation
Attn: TBRA Program Manager
611 S. Kansas Avenue, Suite 300
Topeka, Kansas 66603-3803

2. Eligible Applicants

HOME Program funds for the Tenant Based Rental Assistance program will be made available to local units of government, public housing authorities, and non-profit agencies on a competitive basis. Applicants must have demonstrated experience managing a tenant based rental assistance program.

3. Standard Application Forms

In an effort to provide the required information to the review team, to reduce required paperwork, and to encourage all eligible applicants to participate, only applications on standard forms will be considered. A complete set of forms must be submitted.

B. Application Instructions

1. Applications must include the following:

- Funding Summary (form provided in Application)
- Statement of Assurances and Certifications (form provided in Application)
- Narratives – Project Need and Project Impact
- Budget Worksheet
- Administrative Plan, **must include Violence Against Women Act (VAWA) procedures if applying for a subsidy program**

2. The applicants should review the entire application form and instructions before beginning to prepare the application. Applicants must submit one original of the application.

3. Only information received by the Kansas Housing Resources Corporation prior to the application deadline will be considered in the selection process. Failure to submit required information will be grounds for rejection of the application.

C. Ratings Criteria (750 Points Maximum)

1. Project Need (300 points maximum)

Applicants will receive up to 300 points based on comparison with other TBRA Project Need descriptions according to the following criteria: The application should provide identification and documentation of how the level of need for the TBRA request was determined by the applicant. Information should include the number of families on the current waiting list, the number of families currently receiving assistance, the total population and per capita income of the community, the proposed program tenants who fall at or below 30% of the median income, the proposed number of homeless, disabled, elderly, or single parent households, and those paying over 50% of their income for rent.

2. Project Impact (300 points maximum)

Applicants will receive up to 300 points based on comparison with other TBRA Project Impact descriptions according to the following criteria: The applicant must describe how the program design addresses the identified need, how this program will enhance the community, and how this program will further the intent of providing housing to very-low income persons. The number of Section 8 or TBRA tenants from the/a previous year who moved to a Section 8 program or to self-sufficiency should be indicated. Other measures of success for previous tenants who received rental subsidies but later moved to self-sufficiency may be indicated. If services are offered in conjunction with rental assistance (e.g., homeless case management, disability support services, etc.) those services and the populations receiving them should be described. Note that participation in offered services *cannot* be a requirement for receiving TBRA.

3. Capacity (100) Points

Administrative Plans will be evaluated. Areas reviewed will include the minimum requirements for the Administrative Plan indicated in the KHRC TBRA Policy. Points will be awarded for rental housing experience, administrative support for previous TBRA grant awards (if applicable), proposed marketing efforts to the proposed geographical area, and accuracy of reports if previous TBRA grant awards have been made. Compliance review issues for existing TBRA grantees will be considered.

4. Non-Local HOME Areas (50) Points

Applicants in non- Local HOME Participating Jurisdictions (local PJs) will receive a funding preference. Within the HOME Program, the cities of Topeka, Lawrence, Wichita, Kansas City and Johnson County are considered local PJs. Local PJs receive HUD HOME funding directly. Applicants outside of these jurisdictions will receive 50 points. (NOTE: Applications serving local HOME PJs are restricted to serving special populations as identified in the Kansas Consolidated Plan.)

TENANT BASED RENTAL ASSISTANCE FUNDING SUMMARY

APPLICANT DATA

Name of Applicant : Independence Housing Authority

Contact Person: April Nutt

Telephone/Email: Area Code (620) Telephone 332-2536 E-mail apriln@independencenk

Contact Address: 811 West Laurel Street

City/Zip Code: Independence 67301

☐ Local government U.S. Congressional District(s)* KS 2nd

☒ Public Housing Authority (PHA) State Senate District* 15th

☐ Non-Profit State Representative District* 11th & 12th

☐ For-profit *Districts for agency city/county location only

	TBRA Proposed Activities	Total Proposed Households	(UNITS)
☒	Rental Subsidies	Rental Subsidy	<u>36</u>
☐	Security Deposits	Security Deposit Subsidy	<u>NA</u>
☐	Utility Deposits*	Utility Deposit Subsidy*	<u>NA</u>

**Utility Deposit cannot be used as a stand-alone activity. Must be utilized with rental subsidy, security deposit subsidy, or both.*

Total funding requested \$ 400,000

Has applicant previously been awarded a HOME Grant?						Yes ☒ No ☐		
Year	2021	\$ 100,000	Year	2020	\$ 90,000	Year	2019	\$ 90,000
Year	2018	\$ 90,000	Year	2017	\$ 90,000	Year	2016	\$ 90,000
FUNDING HISTORY-MOST RECENT TBRA GRANT (IF APPLICABLE)*								
Check if not APPLICABLE ☐								
data for grant award <u>2020</u> (Provide Grant Year)* January 1-December 31 <u>2020</u> (List Year)* (DATA BELOW FOR ONE CALENDAR YEAR JANUARY –DECEMBER AND ONE GRANT AWARD ONLY)*								
Total Tenant Households (UNITS) Served to Date from ONE Grant Award FOR ONE Calendar Year (Only)						<u>43</u>		
Average TBRA Rental Subsidy Paid Per Unit			\$ <u>2166</u>		Total Household UNITS Receiving Rental Subsidies		(Total Number) <u>28</u>	
Average TBRA Security Deposit Paid Per Unit			\$ <u>NA</u>		TOTAL HOUSEHOLD UNITS Receiving Security Deposit Subsidies		(Total Number) <u>NA</u>	
Average TBRA Utility Deposit PAID PER UNIT (Provided with Rental Subsidy and/or Security deposit)			\$ <u>NA</u>		TOTAL Household UNITS Receiving Utility Deposit Subsidies		(Total Number) <u>NA</u>	

Project Summary

Please provide a brief description of the project. Describe how the proposed project is consistent with the Consolidated Plan. (See “Certification of Consistency” or “How to Use the Plan.”)

Please provide your TBRA Tenant Selection Policy (24 CFR 92.209 (c) that is included in your Administrative Plan.

Estimated number of tenant **households** (total families/units) who will benefit from the proposed 2022 TBRA Program: 36

Estimated number of **persons** (including children in households) who will benefit from the proposed 2022 Program: 88

2022		
Proposed TBRA Targeted Populations		
Please indicate the proposed number of participants who you think will fall within the following categories		
Category	Number	Percent to be Served (Percentages may involve a duplicate count).
Homeless	7	19.44%
Single Parent Households	12	33.33%
Special Populations to be served, if applicable (Elderly, People with Mental Illness, SPMI, other specific disabilities.)	Specific Special Populations to be Served: <u>15</u> Numbers of each proposed Specific Special Population: Elderly- <u>5</u> Disabled- <u>10</u>	41.66% Total, Elderly-13.88%, Disabled-27.77%
Paying more than 30% for rent	25	69.44%
Paying more than 50% for rent	20	55.55%

Number of households currently on your waiting list for rental housing subsidy (Section 8)
NA

How many months does your waiting list average? # 15

List proposed number of tenant households to be served with 2022 grant funding:

Median income to be served: 51%-60% 4 (# of households total)

31%-50% 2 (# of households total)

0%-30% 33 (# of households total)

Census Per Capita Income for proposed county(ies) (refer to www.census.gov/quickfacts/)*:

County Montgomery Per Capita Income 23898 Median Income 38963

County _____ Per Capita Income _____ Median Income _____

County _____ Per Capita Income _____ Median Income _____

*If the applicant serves more than three counties list the three most representative counties within the area served.

Agency administering the grant. Give the experience level of the administrator. _____

PROJECT SUMMARY

TBRA HOME Program funds requested (do not include 7% Administrative Fee): \$ 400,000

Maximum amount requested cannot exceed \$400,000.

FURTHERING FAIR HOUSING

All applicants who receive a grant award must affirmatively further fair housing. Title VII and Executive Order 11063 requirements apply to all recipients, regardless of community size and/or racial/ethnic characteristics. The fair housing provisions apply to the community as a whole and pertain to the sale or rent of housing, the financing of housing, and the provision of brokerage services. ***MEANINGFUL STEPS TO FURTHER FAIR HOUSING MUST BE TAKEN.*** Such steps must be documented and will be monitored by the Kansas Housing Resources Corporation.

Marketing Procedures

Describe your Marketing Plan for the proposed geographical area served. Please list all area newspapers, television stations, and radio stations in your area where you plan to advertise the availability of the TBRA program. Marketing efforts must take place in all geographical service areas. Marketing via referrals only, local presentations, or exclusive use of a waiting list are not considered effective marketing techniques. Press releases must be provided (possibly e-mailed) to all media within the jurisdiction of the grantee.

	Name	City
Newspapers	Independence Daily Reporter, Montgomery County Chronicle	Independence, KS
Television Stations	None	NA
Radio Stations	None	NA
Other	City of Independence, KS Website	Independence, KS

OTHER ATTACHMENTS

- ☒ A detailed project location map must be attached to each application.
- ☒ Letters of commitment indicating support for the proposed TBRA Program and/or all proposed sources of non-federal matching/leveraging funds.
- ☒ TBRA Project Budget Form.
- ☒ Housing Administrative Plan
- ☐ Uniform Grant Guidance, 2 CFR 200, Subpart F, may require nonfederal entities to have a single or program-specific audit conducted for any year in which the nonfederal entity expends \$750,000 or more combined from all federal sources. Medicare and Medicaid are not considered federal awards. A copy of the applicant agency's latest fiscal year's audit including findings must be included with the TBRA application.
- ☒ Check here if audit report is not required due to applicant agency expending less than \$750,000 annually in federal funding.

Applicant: Independence Housing Authority

CERTIFICATIONS

The applicant certifies that the information contained in the Application Summary is true and correct and the appropriate governing body has duly authorized the document. The applicant agrees that, if approved, this, with the attached Certifications, will become a part of the agreement for activities and services authorized under the HOME Investment Partnerships Program.

Name: Dean Hayse

Name: _____

Title: Mayor

Title: _____

Date: June 23, 2022

Date: _____

Signature: _____

Signature: _____

Signature of Chief Elected Official

Date

If the applicant is a non-profit entity and not a local unit of government, the Executive Director and a Board member must sign the application.

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature of Executive Director

Date

Signature of Board Member

Date

Applicant: Independence Housing Authority

**TENANT BASED RENTAL ASSISTANCE
BUDGET WORKSHEET**

2022 PROPOSED BUDGET FOR <u>ESTIMATED</u> PROGRAM HOUSEHOLDS	Number of Bedrooms				
	1	2	3	4	5+
(1) Estimated Housing Cost (equals HUD FMR payment standard for county served. If more than one county is served use the FMR for one county in your jurisdiction)	564	742	998	1128	1297
(2) Average Monthly Adjusted Income x 0.30	283	341	299	190	240
(3) Est. Monthly Subsidy Cost [(1) minus (2)]	281	401	699	938	1057
(4) Enter number of months (24 months)	24	24	24	24	24
(5) Total Per Household Cost [(3) x (4)]	6744	9624	16776	22512	25368
(6) Enter estimated number of families (households) to be assisted	16	9	8	2	1
(7) Basic Cost by BR Size [(5) x (6)]	107904	86616	134208	45024	25368
(8) Per Household Security Deposit Cost	NA	NA	NA	NA	NA
(9) Estimated Number of Security Deposit Households	NA	NA	NA	NA	NA
(10) Total Estimated Per Household Security Deposit cost [(8) x (9)]	NA	NA	NA	NA	NA
(11) Per Household Utility Deposit Cost	NA	NA	NA	NA	NA
(12) Estimated Number of Utility Deposit Households (utility deposits must be provided with either rental subsidies or security deposits. They are not a "stand alone" activity)	NA	NA	NA	NA	NA
(13) Total Utility Deposit Costs [(11) x (12)]	NA	NA	NA	NA	NA
(14) Total Security and Utility Deposit Costs [(10) + (12)]	NA	NA	NA	NA	NA
(15) Total Cost by BR Size [(7) + (13)]	107904	86616	134208	45024	25368
(16) Total Estimated Cost (Add all costs in Row (14) Do not include 7% Administrative Fee Provided by KHRC					399120

TENANT BASED RENTAL ASSISTANCE
PROJECT NARRATIVES

The following describes the criteria and information for an applicant to apply for 2022 HOME TBRA funds. All applicants shall complete the HOME Funding Summary. The remainder of the application shall consist of four sections: (1) Project Need, (2) Project Impact, (3) Capacity, (4) Map/description of geographical jurisdiction served. Narratives for these sections shall be typed on standard letter-sized paper with appropriate headings and subcategories.

1. Project Need – Applicants must identify and document the need in the community or jurisdiction for TBRA. Information in the narrative should include the following:
 - a. Per capita income from the U.S. census for the city/county jurisdiction served. Reference: www.quickfacts.census.gov.
 - b. Number of families on the current waiting list for housing assistance in the community and the approximate amount of time a family waits on the list to be assisted.
 - c. Tenant data-Number of families to be served who are below 50% of the area Median Income, homeless or rent burdened (paying more than 50% of their income for rent or paying more than 30% of their income for rent).
 - d. Description of any special population needs within the geographic area (elderly, disabled, handicapped, etc.)
 - e. Number and percentage of homeless and single-parent households in applicant's service area.
 - f. Description of any other rental subsidy program(s) operating in the service area.
2. Project Impact – Applicants must describe how TBRA addresses the needs described in the Project Need narrative. Information should include:
 - a. The number of households (families) and total number of individuals including children as well as a list of specific counties that will receive the proposed assistance.
 - b. Timeline describing the initial distribution of assistance to the final commitment of funds during the proposed three-year grant award funding.
 - c. Description of the plan for continued assistance for families after the end of the program (Section 8, self-sufficiency, etc.)
 - d. List impact (self-sufficiency) in terms of tenants who have moved in a previous year from the TBRA program to Section 8 or who no longer qualify for assistance due to an increase in income level.
 - e. Description of other methods to be used to measure the success of the program.

3. Capacity

- a. Administrative Plan –The Plan must be attached and must meet minimum standards established in the KHRC TBRA Policy.
- b. Rental Housing Capacity- The agency must have administrative support for the program, a history of rental housing administration and a proposed marketing plan that covers the geographical jurisdiction and is not limited to agency referrals, local presentations, etc. If applicant is a previous TBRA grantee, compliance issues and attempts to resolve issues should be described.

4. Non-Local HOME Area

- a. A map of the jurisdiction served must be provided.
- b. Applicants serving areas outside Local HOME Participating Jurisdictions (local PJs) will receive a funding preference. The cities of Topeka, Lawrence, Wichita, and Kansas City, and Johnson County are considered local PJs. Applicants outside of these jurisdictions will receive 50 points. (NOTE: Applications serving local PJs are restricted to serving special populations, as identified in the Kansas Consolidated Plan.)

Statement of Assurances & Certifications

The grantee hereby assures and certifies with respect to the grant that:

1. It possesses legal authority to make application and to execute a housing program.
2. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement, and to provide such additional information as may be required.
3. That prior to submission of its application to the Kansas Housing Resources Corporation (KHRC), the grantee has met the citizen participation requirements, prepared its application and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
4. It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities that benefit low-income families.
5. Its chief executive officer or other officer of the grantee approved by the KHRC:
 - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a); and
 - b. Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.
6. The loan will be conducted and administered in compliance with:
 - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part I;
 - b. Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provisions of brokerage service. Title VII and Executive Order 11063 requirements apply to all recipients, regardless of community size and/or racial/ethnic characteristics. The fair housing provisions apply to the community as a whole and pertain to the sale or rent of housing, the financing of housing, and the provision of brokerage services. *MEANINGFUL STEPS TO FURTHER FAIR HOUSING MUST BE TAKEN.* Such steps must be documented and will be monitored by the Kansas Housing Resources Corporation;
 - c. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.602);
 - d. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135;
 - e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

- f. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;
 - g. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
 - h. The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
 - i. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and the implementing regulations at 24 CFR 570.488;
 - j. Anti-displacement and relocations plan requirement of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
 - k. Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended;
 - l. The labor standards requirements as set forth in 24 CFR 92.354 and HUD regulations issued to implement such requirements;
 - m. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
 - n. The regulations, policies, guidelines, and requirements of 2 CFR 200 as it relates to the acceptance and use of federal funds under this federally assisted program; and
 - o. The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation and telecommunications.
7. The conflict of interest provisions of 24 CFR 92.356 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification.
8. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
9. It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.
10. It will comply with the lead paint requirements of 24 CFR Part 35.
11. The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with HOME funds by assessing properties owned and occupied by low and moderate income persons unless:
- a. HOME funds are used to pay the proportion of such assessment that related to non-HOME funding, or
 - b. The local government certifies to the state that for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income that the local government does not have sufficient HOME funds to comply with the provision of a. above.

12. It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for HOME funding.
13. It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.
14. It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously, as well as with other applicable laws.

The grantee hereby certifies it will comply with the above stated assurances.

Signature,

(Authorized local elected official if grantee is a governmental entity, or authorized Executive Director if grantee is a non-profit agency)

April Nutt

Name (typed or printed)

Executive Director

Title

Independence Housing Authority

Applicant Agency/Housing Authority

Date

INDEPENDENCE HOUSING AUTHORITY

TBRA Administrative Plan

I Introduction

Purpose. By a resolution adopted on May 5, 1972, the City Council created the Independence Housing Authority (IHA) as an agent of the City of Independence with the power to plan, construct, maintain, operate and manage any low-rent housing project or program of the City. The mission of the Independence Housing Authority is to provide decent, safe and sanitary housing for eligible low-income families and promote self-sufficiency and economic independence for program participants.

The Independence Housing Authority is dedicated to the coordination of and cooperation between programs and agencies within the community and endeavors to make the Rental Assistance Programs under its administration successful in all respects. The IHA continues to establish and strengthen a meaningful information and referral system with local social service agencies to help meet the housing needs of Rental Assistance participants.

Purpose of Plan. The purpose of this Administrative Plan is to establish policies for administration of the HOME TBRA Program for both admission and continued participation in the Program. The basic policies for this Plan are governed by HUD regulations and requirements with latitude for state and local policies and procedures. This Plan and any revisions due to changes in HUD regulations, Federal, State or local laws, IHA policies or other circumstances will be brought to the IHA Board of Housing Commissioners for approval.

Primary Responsibilities of the IHA

- Inform the public of the availability of TBRA.
- Encourage Owner/Landlord participation in the program.
- Receive applications from families and determine eligibility for assistance.
- Determine maximum Housing Assistance Payment (HAP).
- Inspect rental units to determine that they meet Housing Quality Standards (HQS).
- Approve Leases.
- Make Housing Assistance Payments (HAP) to Owners.
- Perform annual and periodic reexaminations of income and family composition.
- Complete and submit all reports to the Kansas Housing Resources Corporation.

Outreach

Outreach to Owners - The IHA will encourage participation by Owners of suitable units located outside areas of low income or minority concentration by distributing and communicating information concerning property Owners leasing units under the program through the local media (newspaper, radio, television, etc.).

Outreach to Families - The IHA will make known to the public, through publications in the newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for low-income families. The notice shall inform such families where they may apply for TBRA. The IHA shall take affirmative actions to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of head of household, age or source of income, are less likely to apply for assistance. The IHA may hold meetings with local social community service agencies.

II Fair Housing Policy and Equal Opportunity Housing Plan

Fair Housing Policy. The Fair Housing Policy of the IHA shall comply with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and with the Americans with Disabilities Act. Specifically, the IHA shall not on the basis of race, color, religion, sex, disability, familial status, ancestry, or national origin, deny any family or individual the opportunity to apply for or receive assistance under the TBRA Program, within the requirements and regulations of HUD and other regulatory authorities. To further its commitment to full compliance with applicable Civil Rights laws, the IHA will provide access to information to TBRA participants regarding discrimination. Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicant's/participant's file.

For families and/or individuals who report apparent discrimination, the IHA shall provide information regarding discrimination and any recourse available to them should they feel they have been the victim of discrimination. Such information will be available upon request and is part of the briefing session. For example, a participant may be trying to obtain rental housing and/or attempting to purchase a home and experience apparent discrimination such as steering, redlining, false denials of availability, advertising discrimination, and/or financial discrimination.

Equal Opportunity Housing Plan. The IHA is a participant in the tenant-based program and is required to comply with equal opportunity requirements imposed by contract or federal law (Ref: 24 CFR 982.53). This includes applicable requirements under:

- Fair Housing Act, 42 U.S.C. 3610-3619 (implementing regulations at 24 CFR parts 100, et seq.)
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (implementing regulations at 24 CFR part I)
- Age Discrimination Act of 1975, 42 U.S.C. 6101-6197 (implementing regulations at 24 CFR, part 146)
- Executive Order 11063, Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR 1253 (1980), as amended, Executive Order 12892, 59 FR 2939 (1994) (implementing regulations at 24 CFR, part 107)
- Section 504 of the Rehabilitation Act of 1973, 20 U.S.C. 794 (implementing regulations at 24 CFR, part 8)
- Title II of the Americans with Disabilities Act, 42 U.S.C. 12101, et seq.

Equal Opportunity Posting Requirements. There shall be maintained in the IHA's office waiting room a bulletin board, which will accommodate the following posted materials:

- Statement of Policies and Procedures Governing the TBRA Administrative Plan.
- Open Occupancy Notice (Applications being Accepted and/or Not Accepted)
- Income Limits for Admission
- Informal Review and Hearing Procedures.
- Fair Housing Poster
- Equal Opportunity in Employment Poster.

III Privacy Rights

Applicants will be required to sign a *Release of Information* form that states under what conditions information will be released concerning applicants/participants. Request for information by other parties must be accompanied by a signed release request in order for the IHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations.

IV Independence Housing Authority Staff

Executive Director - Responsible for all agency functions relating to administration of the TBRA Program including accurate compliance with IHA policies, Federal, State, and local regulations. Responsible for staff supervision, monitoring and approving reports sent to the Kansas Housing Resources Corporation, marketing and community education of TBRA. The Executive Director is HQS Certified and performs inspections when needed. The Executive Director reports to the IHA Board of Housing Commissioners.

Occupancy Specialist/Secretary - Responsible for taking of applications and determining initial and continued eligibility, waiting list management, creation and maintenance of hard copy case files, tracking and monitoring ongoing tenant and landlord contracts, calculation of tenant rent, preparing and sending reports to the Kansas Housing Resources Corporation. Responsible for scheduling appointments, filing correspondence, forms, reports and other materials, answering, recording, routing incoming calls, greeting visitors to the office, giving out general information about programs available. -The Occupancy Specialist/Secretary reports to the Executive Director.

V Definition of Terms

Adjusted Income - Total Annual Income less the following allowances:

- A. Deduction of \$480.00 for each member of the family (other than head of household or spouse) who is:

1. Seventeen (17) years of age or younger
 2. Eighteen (18) years of age or older and a verified full-time student and/or is disabled or handicapped according to this section.
- B. Deduction of dollar amounts anticipated to be paid for the care of children less than twelve (12) years of age where care is necessary to enable a family member to be gainfully employed or to further his/her education. The dollar amount cannot exceed the amount of income from employment (if employed).
- C. Deduction of \$400.00 for a family whose head, spouse or sole member is sixty-two (62) years of age or older and/or is handicapped or disabled according to this section.
- D. Deduction for an elderly family:
1. That has no Handicapped Assistance Expense, an allowance for medical expenses equal to the amount by which the medical expense shall exceed three (3) percent of Total Annual Family Income.
 2. That has Handicapped Assistance Expenses greater than or equal to three (3) percent of Total Annual Income.
 3. That has Handicapped Assistance Expenses that are less than three (3) percent of Total Annual Family Income, an allowance for combined Handicapped Assistance expense and medical expense that is equal to the amount by which the sum of these expenses exceeds three (3) percent of Total Annual Income. Expenses used to compute the deduction cannot be compensated for nor covered by insurance.
- E. Deduction for a family that is not an elderly family but has a handicapped or disabled family member other than the head of household or spouse, Handicapped Assistance expense in excess of three (3) percent of the Total Annual Family Income, but this allowance may not exceed the employment received by family members who are eighteen (18) years of age or older as a result of the Assistance to the handicapped or Disabled person.

Administrative Fee - Fee paid by the Kansas Housing Resources Corporation to the IHA for administration of the TBRA Program.

Administrative Plan - Describes IHA policies for administration of the TBRA Program.

Admission - The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant based program. This is the point when the family becomes a program participant.

Adult - An adult is described as follows:

- a. 18 years of age or older
- b. Person under the age of 18 who is married
- c. A person that has been relieved of the disability of non-age by the juvenile court.

Annual Income - Anticipated total income from all sources received by the family head or spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of certain types of income specified in this policy. Annual income includes, but is not limited to, the following; (Ref24 CFR Part S):

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. Net income for the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used *in* a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in Paragraph "B" of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include

the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

- D. Total amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in Paragraph "N" of Income Exclusions).
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in Paragraph "C" of Income Exclusions).
- F. Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - a. Total amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities.
 - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage.
- G. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
- H. All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in Paragraph "G" of Income Exclusions).

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a predetermination at the end of the shorter period.

Applicant - A family that has applied for admission to the program but is not yet a participant in the program.

Child - Member of the family, other than the head or spouse, who is under 18 years of age.

Child Care Expenses - Amounts anticipated to be paid by the family for the care of children under twelve (12) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or further his/her education and only to the extent such amounts are not reimbursed. In the case of childcare necessary to permit employment, the amount deducted must reflect reasonable charges and shall not exceed the amount of income received from such employment. The IHA will not determine childcare expenses necessary when the household contains an additional unemployed adult who is physically capable of caring for the child. An example of an exception may be an unemployed adult that is not capable of caring for a child because of some type of disability and/or handicap. The head of household must document the disability/handicap that prevents the adult from providing childcare. Childcare expenses will not be deductible when a child is being cared for by a family member (parent, sibling, grandparent, aunt, uncle, etc.).

Child Custody - An applicant/participant may only claim a child as a dependent by the following:

- A. The applicant/participant must have primary custody of the child.
- B. The applicant/participant must provide sufficient evidence that the child would reside with the participant.

Note - more than one applicant cannot claim the same child.

Citizen - A citizen or national of the United States.

Common Space - In shared housing, space available for use by the assisted family and other occupants of the unit.

Congregate Housing - housing for elderly persons or person with disabilities that meets the HQS for congregate housing.

Continuously Assisted - An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the TBRA program.

Coupon - A document issued by the IHA to a family selected for the program. The coupon describes the program and the procedures for IHA approval of a unit selected by the family. The coupon also states the obligations of the family under the program. The Coupon term is for a 60-day period and is only valid within the jurisdiction of the IHA.

Coupon Holder - A family that has been issued a coupon.

Dependent - Member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. An unborn child shall not be considered a dependent.

Displaced Family- Person or family, displaced by governmental action, or whose dwelling has been extensively

damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Drug-Related Criminal Activity -

- A. Drug-trafficking, which is the illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, of a controlled substance (as defined in Section 102 of the controlled substance act (21 U.S.C. 802).
- B. Illegal use, or possession for personal use, of a controlled substance (as defined in Section 102 of the controlled substances act (21 U.S.C. 802).

Elderly Family - Family whose head or spouse or whose sole member is at least sixty-two (62) years of age, or disabled, or handicapped and may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to his or her care and wellbeing.

Elderly Person - Person who is at least sixty-two (62) years of age.

Evidence of Citizenship or Eligible Immigration Status - Document that must be submitted to evidence citizenship or eligible immigration status (Reference CFR 5.508(b)).

Fair Market Rent (FMR) - Rent, including the cost of utilities (except telephone or cable TV), that would be required to be paid in the housing market area to obtain privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMR for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the Federal Register in accordance with 24 CFR Part 888.

Familial Status - Single pregnant women and individual in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as single person (Reference Federal Register published February 3, 1996, pages 5,662 and 5,663). In Section II Reinventing Parts 812 and 912 of the Federal Register states:

The April 10, 1992 proposed revisions to part 812 and 912, which concern section 5(b) of the Fair Housing Amendments Act of 1988 (FHAA) and the treatment of single pregnant women obtaining custody, are not included in this final rule. The statutory prohibition against housing discrimination towards such persons is sufficiently clear and enforceable. Since the percentage limit for occupancy by single persons (which could have been used to mask instances of discrimination against persons in these protected classes) has been eliminated, it is no longer necessary to distinguish persons in the FHAA protected classes from other single persons.

Therefore, a single pregnant woman and individual in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as single persons, and only entitled subsidy for a zero or one-bedroom family unit size.

Family - The term "family" as used in this policy means:

- A. Two or more persons related by blood, marriage, or by operation of law. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size), who live regularly together as a single household in the dwelling unit. By definition, a family must contain a competent adult of at least 18 years of age to enter into a contract and capable of functioning as the head of household.
- B. An elderly family
- C. A near-elderly family
- D. A disabled family
- E. A displaced family
- F. The remaining member of a participant family
- G. A single person who is not elderly or displaced person, or a person with disabilities; or the remaining member of a participant family.

Note - If an individual is under the age of 18 and qualifies under the definition of family by being married, the head of household and spouse must be party to the lease. There must be some concept of family living beyond the mere sharing or intention to share housing by two or more persons to constitute them as a family within the meaning of this policy. Some recognized and acceptable basis of family must exist as a condition of eligibility.

Family Share - Portion of rent and utilities paid by the family.

Family Unit Size - Appropriate number of bedrooms for a family. Family unit size is determined by the IHA under the IHA subsidy standards.

FMR Limit - Section 8 Existing Housing Fair Market Rents published by HUD. For the TBRA Program, the IHA may adopt a payment standard up to the FMR limit. The IHA may approve on a unit-by-unit basis, a rent standard that exceeds the

applicable FMR by up to 10 percent for 20 percent of total units assisted.

Foster Children - With the prior written consent of the IHA, a foster child may be added as a participant. The factors considered by the IHA in determining whether or not consent is granted may include:

- A. Whether the addition of a new occupant may require the issuance of a new coupon, and whether such documents are available.
- B. The landlord's obligation to allow reasonable accommodation for handicapped persons.

Full-Time Student - Member of the family (other than the head of household or spouse) who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with diploma, as well as an institution offering a college degree. The attended educational institution will supply verification.

Gross Rent - Sum of the Rent to Owner plus any utility allowance.

Group Home - Dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in)

Handicapped Assistance Expense - Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Handicapped Person and/or Disabled Person - Person having a physical or mental impairment which:

- A. Is expected to be of long-continued and indefinite duration.
- B. Substantially impedes his/her ability to live independently.
- C. Is of such a nature that such disability could be improved by more suitable housing conditions.

Note: All three conditions must be met to qualify as handicapped/disabled.

A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) or is handicapped as defined below:

- D. Section 223 of the Social Security Act defines disability as:
 - a. "Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.
 - b. In the case of any individual who has attained the age of fifty-five (55) and is blind (within the meaning of "blindness" as defined in Section 416(1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity which he has previously engaged with some regularity and over a substantial period of time."
 - c. Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as: "A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health and Human Resources) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual."

Hazardous Duty Pay - Pay to a family member in the Armed Forces away from home and exposed to hostile fire.

Head of Household - Adult member of the family who is the head of the household for purposes of determining income eligibility and rent. Also, the head of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.

Homeless Family - Any individual or family who:

- A. Lacks a fixed, regular, and adequate nighttime residence.
- B. Has a primary nighttime residence that is:
 - a. A supervised publicly or privately-operated shelter designed to provide temporary accommodations (including welfare hotels, congregate shelters, and transitional housing or housing for the mentally ill).
 - b. An institution that provides a temporary residence for individuals intended to be institutionalized.
 - c. A public or private place not designed for, or ordinarily used for a regular sleeping accommodation for human beings.

A homeless family does not include:

- A. Any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law.
- B. Any individual who is a Single Room Occupant that is not considered substandard housing as defined.
- C. A family doubled up with another family.

Housing Assistance Payment (HAP) - Monthly assistance payment by the IHA. The total assistance payment consists of:

- A. A payment to the Owner for rent under the family's lease.
- B. An additional payment to the family if the total assistance payment exceeds the Rent to Owner. In the TBRA Program, the additional payment is called a "utility reimbursement". The IHA may elect to pay the appropriate amount directly to the utility provider.

Housing Assistance Payment Contract - Written contract between the IHA and an Owner, in the form prescribed by HUD, in which the IHA agrees to make housing assistance payments to the Owner on behalf of an eligible family.

Housing Quality Standards (HQS) - HUD minimum quality standards for housing under the TBRA Program.

HUD- U.S. Department of Housing and Urban Development.

HUD Requirements - HUD requirements for HOME programs. HUD headquarters, as regulations, Federal Register notices, or other binding program directive, issues HUD requirements.

Income Exclusions - Annual income does not include such temporary, non-recurring or sporadic income as the following:

- A. Income from employment of children (including foster children) under the age of 18 years.
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in Paragraph "E" of Income Inclusions).
- D. Amounts received by the family that are specifically for or in reimbursement of, the cost of medical expenses for any family member.
- E. Income of a live-in aide (as defined in 24 CFR 5.403).
- F. The full amount of student financial assistance paid directly to the student or to the educational institution.
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- H. Amounts received under training programs funded by HUD.
- I. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self Sufficiency (PASS).
- J. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program.
- K. Amounts received under a resident service stipend (as defined in 24 CFR 5.609(c)(8)(iv)).
- L. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment-training program.
- M. Temporary, nonrecurring, or sporadic income (including gifts).
- N. Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.
- O. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
- P. Adoption assistance payments in excess of \$480 per adopted child.
- Q. For public housing only, the earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (43 U.S.C. 1437t) or any comparable federal, state or local law during the exclusion period.
- R. Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
- S. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- T. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at

home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.

U. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply including:

1. The value of the allotment made under the Food Stamp Act of 1977.
2. Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives senior companions).
3. Payments received under the Alaskan Native Claims Settlement Act.
4. Payments from the disposal of funds of the Grand River Band of Ottawa Indians.
5. Payments from certain sub-marginal U.S. land held in trust for certain Indian tribes.
6. Payments, rebates or credits received under Federal Low-Income Home Energy Assistance Programs (includes any winter differentials given to the elderly)
7. Payments received under the Main Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 92 Stat. 1785).
8. The first \$2,000 of per capita shares received from judgments awarded by the Indian Claims Commission or the Court of Claims or from funds the Secretary of Interior holds in trust for an Indian tribe.
9. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs, or veteran's benefits.
10. Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program).
11. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381
12. Earned income tax credit.
13. The value of any childcare provided or reimbursed under the Child Care and Development Block Grant Act of 1990.
14. Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for native Americans and migrant and seasonal farm workers, Job Corps, veteran employment programs, State job training programs and career intern programs).

Infant - Child under the age of two years.

Initial Contract Rent - The rent at the beginning of the initial lease term.

Initial Lease Term - Initial term of the assisted lease must be for at least one year.

Initial Payment Standard - The payment standard at the beginning of the HAP Contract term.

Initial Rent to Owner - Rent to Owner at the beginning of the initial lease term.

Interim Reexamination of Rent - Changes of rent between admission and reexaminations and the next succeeding reexamination.

INS - U.S. Immigration and Naturalization Service.

Jurisdiction- The area in which the IHA has authority under state and local law to administer the program.

Lease - A written agreement between an Owner and a Tenant for the leasing of a dwelling unit to the Tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the Owner and the IHA.

Live-in Aide - A person who resides with an elderly, disabled or handicapped person or persons and who:

- A. Is determined by the IHA to be essential to the care and well-being of the person(s).
- B. Is not obligated for support of the person(s).
- C. Would not be living in the unit except to provide supportive services. Income of a Live-in Aide that meets these requirements is not included as income to the tenant family.
- D. Live-in aide must be approved, in advance, by the IHA.

Low-Income Family - A family whose annual income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for small and larger families.

Manufactured Homes - A manufactured structure that is built on a permanent chassis that is designed for use as a principal place of residence and meets HQS.

Manufactured Home Space - In manufactured home space rental, a space leased by an Owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical Expenses - Those necessary medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance. Medical expenses in excess of three percent (3%) of annual income are deductible from income for elderly families only.

Military Service - The active military services of the United States which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the commissioned corps of the United States Public Health Service.

Minimum Rent - Assisted families should pay a monthly "minimum rent" of not more than \$0.00 per month. The IHA has the discretion to establish the "minimum rent" from \$0 to \$50. The minimum rent established by the IHA is \$0.00.

Minimum Rent Hardship Exemptions - The IHA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:

- A. The family has lost eligibility for, or is waiting for an eligibility determination for a federal, state, or local assistance program, including a family with a member who is an alien lawfully admitted for permanent residence under the immigration and naturalization act who would be entitled to public benefits but for Title IV of the *Personal Responsibility and Work Opportunity Reconciliation Act of 1996*.
- B. The family would be evicted as a result of the implementation of the minimum rent.
- C. The income of the family has decreased because of changed circumstances, including loss of employment.
- D. A death in the family has occurred that affects the family circumstances.
- E. Other circumstances which may be decided by the IHA on a case-by-case basis.

All of the above must be proven by the participant providing verifiable information in writing to the IHA prior to the rent becoming delinquent and before the lease is terminated by the IHA. If a participant requests a hardship exemption (prior to the rent being delinquent) under this section, and the IHA reasonably determines the hardship to be a temporary nature, exemption shall not be granted during the ninety-day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long-term basis, the IHA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety-day period. This paragraph does not prohibit the IHA from taking eviction action for other violations of the lease.

Minor - Person under eighteen (18) years of age provided that a married person under eighteen (18) years of age shall be considered to be of the age of majority (an unborn child may not be counted as a minor).

Mixed Family - Family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Monthly Adjusted Income - One-twelfth of Adjusted Annual Income.

Monthly Income - One-twelfth of annual income. For the purposes of determining priorities based on an applicant's rent as a percentage of family income, family income is the same as monthly income.

National - A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Net Family Assets - The net cash value after deducting reasonable costs that would be incurred in disposing of real property, checking and savings accounts, stocks, bonds, cash on hand, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income). In determining net family assets, the IHA shall include the value of any business or family assets disposed of by an applicant or participant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of the disposition as part of a separation or divorce settlement, the disposition will not be considered to be

for less than fair market value if the applicant or participant receives important consideration not measurable in dollar terms.

Non-Citizen - A person who is neither a citizen nor national of the United States.

Owner - Any person or entity with the legal right to lease or sublease a unit to a tenant.

Participant - A family that has been admitted to the TBRA program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the IHA for the family.

Payment Standard - The maximum subsidy payment for a family (before deducting the family contribution). For the TBRA program, the IHA sets a payment standard in the range from 80 percent to 100 percent of the current FMR.

Preference - At the option of the IHA, a preference system can be used to select among applicant families.

Premises - The building or complex in which the dwelling unit is located, including common areas and grounds.

Private Space - In shared housing, the portion of the contract unit that is for the exclusive use of an assisted family.

Program - Tenant Based Rental Assistance Program.

Reasonable Rent - Rent to Owner that is not more than either:

- A. Rent charged for comparable units in the private unassisted market.
- B. Rent charged by the Owner for a comparable unassisted unit in the building or premises.

Recertification - Sometimes called reexamination. The process securing documentation that indicates that participants meet the eligibility requirement for continued participation.

Recertification Date - Date on which any rent change is effective or would be effective if required as a result of the annual reexamination of eligibility and rent.

Remaining Member of a Tenant Family - Person(s) of legal age remaining in the subsidized unit after the person(s) who signed the coupon has (have) left the premises, other than by eviction, whom may or may not annually qualify for assistance on their circumstances. An individual must have received housing subsidy under the program to which he/she claim head of household status for one-year before becoming eligible for subsidy as a remaining family member. This person must complete forms necessary for assistance within ten (10) calendar days from the departure of the leaseholder and may remain in the unit for a reasonable time (not more than sixty (60) calendar days from the date individual requested head of household status) pending the verification and hearing process. This person must, upon satisfactory completion of the verification process, then execute all required subsidy documents and cure any monetary obligations in order to maintain assistance. Any person who claims him or herself as a remaining member shall, in the event the IHA declares him or her ineligible for remaining member status, be entitled to an informal hearing. The informal hearing process is described in Section XVI of this policy.

Rent to Owner - Total monthly rent payable to the Owner under the lease for the unit. Rent to Owner covers payment of any housing services, maintenance and utilities that the Owner is required to provide and pay for.

Separation (with Children) - Separation means the ending of cohabitation by mutual agreement. If an applicant is separated from a person and has children by that person or former spouse, applicant must provide at least one of the verifications listed below:

- A. Final divorce decree - applies to applicants who are divorced and not separated, and is the only documentation accepted from individuals that are divorced.
- B. Receiving court-ordered child support from former spouse.
- C. Verification that applicant is pursuing child support through the Department of Human Resources, Child Support Enforcement, or District Court Office.
- D. If applicant is receiving child support, then applicant can make arrangement to have the child support paid through the court system, either through the District Court, Department of Human Resources, or through a court trustee.
- E. Receiving TANF through the Department of Social and Rehabilitation Services for former spouses' children.
- F. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six months or more.
- G. Income tax statement from both husband and wife indicating both filed income taxes separately the last year and those they filed were filed from different addresses.
- H. Written statement from Lawyer that applicant has filed suit for divorce.
- I. A written statement from an abuse shelter, law enforcement agency, and/or social service agency that applicant needs housing due to domestic violence, dating violence or stalking (See VAWA policy).
- J. Food Stamp verification if no other documentation is available.

Separation (No Children) - If applicant is separated from a person and has no children by that person, applicant must provide at least one of the verifications listed below:

- A. A final divorce decree. Applies to individuals who are divorced and not separated and is the only documentation accepted for individuals that are divorced.
- B. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.
- C. Income tax statement from both husband and wife indicating that both filed income taxes separately the last year and those they filed were filed from different addresses.
- D. Written statement from Lawyer that applicant has filed suit for divorce.
- K. A written statement from an abuse shelter, law enforcement agencies, and social service agencies that applicant needs housing due to domestic violence, dating violence or stalking (See VAWA policy).
- E. Food Stamp verification if no other documentation is available.

Note - this section also applies to program participants.

Shared Housing - Unit occupied by two or more families. Unit consists of both common space for shared use by the occupants of the unit, and separate private space for each assisted family.

Single Person - A person who lives alone or intends to live alone and who does not qualify as an elderly family or a displaced person, or as the remaining member of a tenant family.

Single Room Occupant (SRO) - Unit which does not contain sanitary facilities or food preparation facilities, or which contains one but not both types of facilities and is suitable for occupancy by an eligible individual who is capable of independent living. SRO Housing is not substandard solely because it does not contain sanitary facilities or food preparation facilities, or both.

Special Admission - Admission of an applicant that is not on the IHA waiting list, or without considering the applicant's waiting list position.

Spouse - Legal husband or wife of the head of household, which includes common law marriage.

Subsidy Standards - Standards established by the IHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and composition.

TBRA Program - Tenant Based Rental Assistance Program.

Temporarily Absent Family Member - Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days is considered temporarily absent.

Tenant - Person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant-Based - Rental assistance that is not attached to the structure.

Tenant Rent - Actual amount due, calculated on a monthly basis under a lease or occupancy agreement between a family and the family's current landlord. The tenant payment is the amount the tenant pays toward rent and allowance for utilities.

Utilities - Utilities may include water, electricity (including air conditioning if applicable. See CFR 982.517), gas, and sewage services and trash and garbage collection, where applicable.

Utility Allowance - Utility allowance, if any, determined for the program for tenant-purchased utilities (except telephone and cable TV) that are normally included in rent.

Utility Reimbursement Payment (URP) - Amount, if any, by which the utility allowance for the unit, if applicable, exceeds the Total Tenant Payment or minimum rent for the family occupying the unit.

Very-Low Income Family - A family whose annual income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Violent Criminal Activity - Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Wage Earner - A person in a gainful activity that receives any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions, and unemployment compensation. The term "wage earner" and "worker" are used interchangeably.

Waiting List Admission - An admission from the IHA waiting list.

Welfare Assistance - Welfare or other payments to families or individuals based on need that are made under programs funded, separately or jointly, by federal, state, or local governments.

VI Applying for Assistance

Application Taking. Any family wishing to apply for housing assistance may complete a pre-application at the following location: City Hall 811 W Laurel St, Independence, KS. Applications are taken to compile a waiting list. Due to the demand for housing in the IHA's jurisdiction, the IHA may take applications on an "open enrollment" basis, depending on the length of the waiting list. The Pre-Application will allow the IHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. An applicant will be placed on the waiting list according to local preferences and by the date and time the application was received in the IHA office. Applications may be made in person at the IHA during specified dates and business hours posted at the IHA's office. Individuals who have a physical impairment, which would prevent them from completing an application in person, may contact the IHA to make special arrangements to complete their application. If the applicant is visually impaired, all notices must be in a format understandable by the applicant.

Pre-Applications will contain the following information:

- Applicant Name
- Applicant Mailing Address and Phone Number
- Names of all members of the household
- Relationship of each member to the head of household
- Date of Birth and Sex of each member
- Social Security Number of each member
- Arrest History of all adult members of the household (18 years of age and older)
- Number of Children under the age of 6
- Race of Head of Household
- All sources of Income
- Residential History
- Preference Information

Local Preferences. The following are local preferences established by the IHA:

1. Elderly-Sixty-two (62) years of age or older.
2. Disabled - Person having a physical or mental impairment as defined in Section V. Has been declared disabled by a physician and/or is receiving disability benefits.
3. Homeless-Lacks a fixed, regular and adequate nighttime residence as defined in Section V.
4. Wage Earner-Person in a gainful activity that receives any wages. Wages cover all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions, and unemployment compensation.

Verification of Preference. If applicable, at the time of application, initial determinations of an applicant's entitlement to a preference may be made on the basis of an applicant's certification of their qualification for that preference. Before selection is made, this qualification must be verified.

Income Limits. Applicants must meet a certain income level for their family size in order to qualify for TBRA. TBRA is designed to assist very-low income families or families at or below 50% of the median income. Below are the Income Limits established by HUD for Montgomery County, Kansas:

County	Median Family Income	Program	Income Level	1	2	3	4	5	6	7	8
Montgomery	\$38,963	Extr. Low	30%	15300	17500	19700	21850	23600	25350	27100	28850

County, KS	Very Low	50%	25500	29150	32800	36400	39350	42250	45150	48050
	Low	60%	30600	34980	39360	43680	47220	50700	54180	57660
	Low	80%	40800	46600	52450	58250	62950	67600	72250	76900

Closing of Application Taking. The IHA may suspend the taking of applications if the waiting list is such that applicants could not be able to be housed within the next twelve (12) months. When the IHA decides to suspend the taking of applications, the following procedures will be followed:

1. The IHA will make known to the public through publication in the newspaper of general circulation, minority media, service agencies, posting at IHA office and other suitable means, that the taking of applications will be suspended.
2. The notice will contain the final date and time that applications will be accepted and the location where applications can be completed.

Opening of Application Taking. When the IHA decides to start taking applications, the following procedures will be followed:

1. The IHA will make known to the public through publication in the newspaper of general circulation, minority media, service agencies, posting at the IHA office and other suitable means, the availability and nature of housing assistance.
2. The notice will contain the date and time applications will be accepted and the location where applications can be completed.

Application Period. The application-taking closing day may be determined administratively at the same time that the IHA determines to open enrollment; the open enrollment period shall be long enough to allow enough applicants as required by the projected turnover and the number of TBRA Coupons allocated.

VII Application Process

Selection and Participation Process. The Fair Housing Act makes it illegal to discriminate on the basis of race, color, religion, sex, handicap, familial status and national origin. The IHA shall not deny any family the opportunity to apply for rental assistance.

Organizing of the Waiting List. The IHA waiting list must contain the following information on each applicant listed:

1. Applicant's name.
2. Family unit size (number of bedrooms for which family qualifies under IHA Occupancy guidelines).
3. Date and time of application.
4. Local preferences, if applicable.

Order of Selection from the Waiting List. When funding is available, the IHA will select the family at the top of the waiting list. The order of admission from the waiting list MAY NOT be based on family size or on the family unit size for which the family qualifies for under the IHA occupancy guidelines. If the IHA- does not. have sufficient funds to subsidize the family unit size of the family at the top of the waiting list, the IHA MAY NOT skip the top family to admit an applicant with a smaller family unit size. Instead, the family at the top of-the waiting list will be admitted when sufficient funds are available.

Maintaining the Waiting List. The IHA will remove an applicant's name from the waiting list for the following:

1. Applicants who refuse the IHA's offer of TBRA.
2. Applicant who accepts an offer of assistance but does not use the assistance to lease a unit within the maximum allowed number of days.
3. Accurately address mail that is returned to the IHA by the U.S. Post Office for lack of a forwarding address or insufficient address.

Procedure for Removing an Applicant Name from the Waiting List. The applicant will be notified by the IHA in writing that they have ten (10) calendar days from the date of the written correspondence to respond to the IHA's request. The correspondence will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. The IHA's system of removing applicant's names from the waiting list WILL NOT violate the rights of a disabled person(s). If an applicant's failure to respond to a request from the IHA for information or updates as caused by the applicant's disability, the IHA will provide reasonable accommodations and give the applicant an opportunity to

respond. An example of a reasonable accommodation would be to allow an applicant to be reinstated on "the waiting list based on the original date and time of application if the applicant indicates that they did not respond due to a disability. If the disability is not apparent, the IHA may request the applicant to have a doctor submit a written statement indicating that the applicant did not respond due to their disability.

VIII Formal Application

Briefing. A briefing will be conducted once the IHA has contacted a family from the waiting list. The purpose of the briefing is to allow the applicant to complete a formal application and go over the TBRA program in order to fully inform the applicant about the program.

Briefing Attendance Requirements. The Head of Household and all adult members are required to attend the briefing in order to complete all necessary paperwork in a timely manner. Failure to attend a scheduled briefing (without notice to the IHA) will result in the family's application being placed in the inactive file, and the family may be required to reapply for assistance. Applicants who provide prior notice of an inability to attend a briefing will be scheduled for the next briefing. Failure of an applicant without good cause to participate in a scheduled briefing shall result in withdrawal of his/her application. The applicant will be notified of such withdrawal and determination of ineligibility and of his or her right to an informal review.

Format of the Briefing. When a family moves to the top of the waiting list, they are contacted and asked to contact the office and make an appointment to pick up the application packet. A full explanation of the following shall be provided to the applicant:

1. An Introduction to the TBRA Program - description of how the program is operated.
2. Reporting Requirements - describes changes in income and family composition that the applicant must report to the IHA.

The following items will require Head of Household and spouse or co-tenant signature:

1. TBRA Application form - form to gather all needed information to determine eligibility.
2. Citizenship Declaration - required for all household members to declare that they are in fact a citizen of the United States.
3. Release of Information - required to be signed by all adult household members that states under what conditions information can be released concerning applicants/participants
4. Authorization to Release Arrest/Conviction Record-required to be signed-by all adult household members to conduct a criminal background check.
5. Disposal of Assets Certification- applicant certification of whether or not they have recently disposed of any assets and the value of the disposed asset.
6. Applicant/Tenant Certification - applicant certification that all information they have provided to the IHA is correct to the best of their knowledge and knowingly providing false information to obtain housing could result in prosecution.
7. TBRA Application Interview Certification - certifying the family did in fact receive a packet and the information contained in the packet was explained to them.

Verification. An applicant may not become a participant until all documentation is provided and verified. The applicant will retain their position on the waiting list during this period. The applicant will be given reasonable time, subject to the circumstances, to furnish the documentation before losing their place on the waiting list. The time may be extended if such circumstances require an extension. The decision will be made by the IHA representative on a case-by-case basis and documented, in writing, and placed in the applicant's file.

The following items are required before eligibility can be determined:

1. Third party verification of all household income which includes but is not limited to:
 - a. Employment
 - b. Social Security Benefits
 - c. SRS Benefits
 - d. Child Support
 - e. Unemployment Compensation
 - f. VA Benefits
 - g. Retirement and Pension Benefits
2. Third party verification of all household expenses which includes but is not limited to:
 - a. Child Care Expenses
 - b. Medical Expenses
3. Third party verification of assets.

4. Birth Certificate for all family members.
 5. Social Security card for all family members.
 6. NCIC Criminal Background check for all family members who are 18 years of age or older.
 7. Credit History for all family members who are 18 years of age or older.
- Any other reasonable information needed to determine eligibility.

U.S. Citizenship Verification and Appeals Procedures. The IHA must follow the verification procedures (to be provided by HUD) and verify the person or persons declaration of U.S. citizenship through the INS SAVE system. Once the verification is completed and the verification from the INS SAVE system confirms the declaration of U.S. citizenship, and the applicant(s) meet all other conditions for occupancy as outlined in the Admissions and Continued Occupancy Policy (ACOP), Section IX Eligibility Criteria, or the Administrative Plan, the application will be processed for assistance.

If the INS SAVE system does not confirm U.S. citizenship, the IHA must request that a manual search be conducted of NS records. The IHA must request the secondary verification (manual search) by INS within ten calendar days of receipt of the initial failed verification. INS will issue a decision within 30 days of its receipt of the request for a secondary

Verification. If the secondary verification fails to confirm eligible immigration status, the IHA shall notify the family of the right to appeal to the INS. If INS is unable to issue a decision within 30 days, the INS will inform the family and the IHA of the reasons for the delay. When the IHA receives a copy of the INS decision (and the decision does not confirm the declaration of citizenship), the IHA will notify the family of its right to request an informal hearing. The informal hearing will be conducted in accordance with Section XVI.

Assistance to any applicant may not be delayed, denied or terminated if:

1. Primary and secondary verification of any immigrant documents that were timely submitted has not been completed.
2. Family member of who required evidence has been submitted has moved.
3. The family member who is determined not to be in an eligible immigration status following INS verification has moved.
4. The INS appeals process has not been concluded.
5. For a participant, the IHA hearing process has not been concluded.
6. Assistance is prorated
7. Assistance for a mixed family is continued.

Assistance to an applicant shall be denied and the participant's assistance shall be terminated upon the occurrence of any of the following.

1. Evidence of citizenship (i.e., declaration) is not timely submitted.
2. Evidence of citizenship and eligible immigration status is timely submitted but INS primary and secondary verification does not verify eligible immigration status.
3. The family does not pursue INS appeal or IHA informal hearing rights.
4. INS appeal and informal hearing rights are pursued but not final appeal or hearing decisions is decided against the family member.

Notice must be given to the family and shall advise:

1. That financial assistance or housing will be denied or terminated and provide a brief explanation of the reasons.
2. That they may be eligible for proration of assistance.
3. In the case of a participant, the criteria and procedures for obtaining relief for mixed families and other families.
4. Any future appeal rights have been exercised.

Criminal Records Management Policy. All adult applicants and participants shall complete an "Authorization for Release of Arrest/Conviction Record." The IHA shall request a National Crime Information Center (NCIC) check for criminal history for an applicant or participant. Applicants and participants may be requested to furnish fingerprints for this purpose through the local law enforcement office to be sent to the FBI. NCIC information shall be furnished to the IHA pursuant to the agreement between HUD and the U.S. Department of Justice regarding access to the NCIC data.

For the purpose of screening applicants, lease enforcement, and eviction, the IHA or its agents will attempt to obtain NCIC reports and any police records from law enforcement agencies related to a person's criminal records for persons eighteen (18) years of age or older. The IHA may also request this information for juveniles to the extent that the release of such information is not prohibited by state, local or, tribal laws.

Before the IHA takes any adverse action based on a criminal conviction record, the IHA, or its Agents, must provide the applicant or tenant with a copy of the criminal record and an opportunity to dispute the accuracy or relevancy of the record. For applicants, the copy will be provided at a hearing. The hearing is afforded to each applicant that is denied admission and provides the applicant the opportunity to dispute any information used to deny an applicant housing assistance. For

participants, the copy will be provided in accordance with the IHA's Informal Review or Hearing Process.

The IHA will keep all criminal records received confidential and not misuse or improperly disseminate the information. Criminal records of any adult applicant/participant, which are used as a basis of denying tenancy or eviction, are confidential and shall not be disclosed to any person or entity other than for official use or for use in court proceedings. The term "adult" means a person who is 18 years of age or older, or who has been convicted of a crime as an adult under federal, state, or tribal law. Said records shall be maintained in separate files and shall be kept in a locked, secure location. Access shall be limited to those employees approved by the Executive Director.

Records shall be destroyed once action is taken and any grievance procedures or court proceedings are completed. A notice of record destruction shall be maintained in a separate file.

The IHA will work through their local law enforcement agencies to obtain information from NCIC. Also, the IHA may pay reasonable fees charged by law enforcement agencies that provide the information. The applicant or participant may not be charged for any expenses related to the investigation.

IX Eligibility Criteria

Eligibility. All individuals who are admitted to the TBRA program with the IHA must be individually determined eligible under the terms of this plan. In order to be determined eligible, an applicant must meet the following requirements:

1. Applicant must qualify as a family as defined in Section V.
2. Applicant family's annual income as defined in Section V must not exceed income limits established by HUD for the programs.
3. Head of Household must be:
 - a. 18 years of age or older, unless married.
 - b. A person that has been relieved of the disability of non-age by a juvenile court.

Ineligible. Applicants are not automatically determined eligible to receive rental assistance. An applicant will not be placed on a waiting list or offered assistance if the applicant's annual family income exceeds the income limits established by HUD and published in the Federal Register. The applicant will be declared ineligible.

Informed of Ineligibility. If the applicant has failed to meet any outstanding requirements for eligibility and is determined ineligible, he or she will be informed, and the reasons stated in writing. The applicant will be granted ten days from the date stated on the ineligible letter to request an informal hearing. The request for an informal hearing must be submitted in writing. However, the request must be received in the IHA within the time frame established by the IHA.

Single Person. Under Section 24 CFR 5 .405, the IHA is permitted to determine as eligible, a single person living alone or intending to live alone who do not meet any of the definitions of a family (Ref. CFR 5 .403). Single persons are only eligible for a one-bedroom coupon.

Declaration of Citizenship. Section 214 of the *Housing and Community Development Act of 1980* prohibits the IHA from making financial assistance available to a person other than a United States citizen, nationals, or categories of eligible non-citizens in HUD's assisted housing programs. This law is referred to as the "Non-citizens Rule" and is effective June 19, 1995.

Adding a Person to the Program. Once an applicant becomes a participant in the IHA's tenant-based program, the head of household must request permission to add another person to the program (except for birth, adoption, or court-awarded custody of a child). The person being added must meet all eligibility requirements before the IHA will approve any addition to the tenant-based program.

X Issuance of TBRA Coupon

Format of the Issued Coupon Briefing. When a family initially receives a Coupon, a full explanation of the following shall be provided to assist the family in finding a suitable unit and to apprise the family of its responsibilities and the responsibilities of the Owner (this may be done either in group or individual sessions depending on the circumstances). The family will be given a packet which will contain the following information and be given adequate opportunity to ask questions and to discuss the information contained in the packet:

1. Fair Market Rent- limitations on the cost of housing for specified bedroom sizes.
2. Family Procedural Outline - outlines the total share the family will be responsible for paying towards rent.
3. Current List of Participating Owners - list of owners who have participated or who are willing to participate in the TERA Program and rent to families receiving assistance through the program.
4. Lead Based Paint and Pesticides Hazards Pamphlet - information regarding the hazards of lead-based paint and

pesticides and how to prevent poisoning.

5. Informal Hearing Procedures - describes under what conditions an applicant/participant can request a hearing and explains the guidelines for informal hearings.
6. Kansas Residential Landlord and Tenant Act- outlines the rights of tenants and landlords.
7. A Good Place to Live Booklet - describes basic health and safety issues that a tenant should look for when selecting a rental unit.
8. Fair Housing Booklet - describes what to do and who to contact if an applicant/participant should ever be the victim of discrimination.

The following will require Head of Household and spouse or co-tenant signature:

1. Request for Unit Approval - should be completed by the Owner of a selected rental unit and signed by both the Owner and the applicant.
2. Lead Based Paint Notice Receipt - signed by the applicant certifying that they did in fact receive the Lead Based Paint and Pesticides Hazards Pamphlet.
3. TBRA Briefing Interview Certification - signed by the applicant certifying the family did in fact receive a packet and the information contained in the packet was explained to them.

Below is information that is required to be listed on the TBRA Coupon:

1. Issue date and expiration date - the Coupon is valid for a period of sixty days from the date of issuance.
2. Unit size - number of bedrooms an applicant qualifies for based on family size and composition.
3. Name of Head of Household -the Head of Household will be required to sign the coupon.

Coupon Extensions. A family may request an extension of the time expired. All requests for extensions should be received prior to the expiration date. Extensions are permissible at the discretion of the Executive Director and are determined on a case-by-case basis for the following reasons:

1. Extenuating circumstances such as hospitalization or a family emergency for an extended period of time that has affected the family's ability to find a unit within the initial 60-day time period. The IHA representative will verify the extenuating circumstances prior to granting an extension.
2. The family has evidence that they have made a consistent effort to locate a unit and request support services from the IHA throughout the initial 60-day period with regard to their inability to locate a unit.
3. The family has submitted a *Request for Unit Approval* to the IHA prior to the expiration of the 60-day time period, but the unit has not passed HQS.

An IHA representative may grant one or more extensions not to exceed a total of 60 days. The initial term plus any extensions MAY NOT exceed 120 calendar days from the beginning of the initial term. The IHA representative must grant an extension of up to 120 days for persons who are disabled.

Approval of Lease and Execution of Related Documents. When a family finds a unit and the Owner is willing to lease the unit under the program, the family may request the IHA to approve the lease and unit. Property Owners cannot participate in the program if they are disapproved by the IHA as outlined below.

A Lease will not be approved if the unit is owned by a family member of the family requesting rental assistance (parent, child, grandparent, grandchild, sister, brother etc.).

If the IHA determines that a unit which an eligible family wishes to lease meets HQS, and the proposed lease is approved, the IHA shall notify the Owner and the family of its determination of lease approval. After receiving notification from the IHA, the Owner and IHA representative shall schedule a meeting and execute and sign the Contract. After the Contract is executed, the Owner and Family shall execute and sign the Lease and provide a copy to the IHA.

XI Where a Family can Lease a Unit with TBRA

Assistance in the IHA 's Jurisdiction. The family may only receive TBRA in a unit located anywhere in the jurisdiction of the IHA.

Income Eligibility. For admission to the program, a family must be income eligible in the area where the family initially leases a unit with assistance.

Lease in Place. If the dwelling unit is approvable, the family may select the dwelling unit occupied by the family before selection for participation in the program.

Freedom of Choice. When a family seeks eligible housing that meets all program requirements, the IHA may not directly or indirectly reduce the family's opportunity to select among available units.

XII Subsidy Standard

The following subsidy standards shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	4	6
4	6	8
5	8	10

Program participants shall be issued a coupon on the subsidy standard listed above. In determining family unit size for a family, the IHA may grant an exception to the above subsidy standard if the IHA determines that the exception justified by the age, sex, health, handicap, or relationship of family members, or other personal circumstances.

The family unit size for any family consisting of a single person must be either a zero or one-bedroom unit, unless a live-in aide resides with the family. Any live-in aide must be approved by the IHA in advance and reside in the unit to care for a family member who is disabled or is at least 50 years of age. A live-in aide must be counted in determining the family unit size.

A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.

Housing Assistance Limitations for Single Persons. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a participant family may not be provided housing assistance for which the family unit size exceeds the one-bedroom level (Ref. 982.208, Housing assistance limitation for single persons, published in the Federal Register on 2/13/96).

The rule does not prohibit a single person from residing in a larger unit (2 or more bedrooms) with the amount of subsidy for zero or one-bedroom family unit size. The limit is on the amount of subsidy paid not the size of the unit.

XIII Missing Appointments for Applicant or Participant

Missed Appointments without Notification. An applicant or participant who fails to keep an appointment without notifying the IHA and without rescheduling the appointment shall be sent a notice of termination of the process or assistance for failure to supply such certification, release of information or documentation as the IHA determines to be necessary (or failure to allow the IHA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

1. Complete application
2. Bringing in verification information
3. Program briefing
4. Lease signature briefing
5. HQS inspections
6. Recertification
7. Interim adjustments
8. Other appointments or requirement to bring in documentation as listed in this plan
9. Scheduled counseling sessions.

Process when Appointments are Missed. For most of the actions above, the family may be given two appointments. If the family does not appear or call to reschedule the appointment(s) required, the IHA may begin the termination process.

The applicant or participant will be given the opportunity for an informal review or hearing pursuant to Section XVI.

If the representative of the IHA makes a determination of the applicant or participant, the IHA will comply with the decision unless the IHA is not bound by a hearing decision concerning a matter for which the IHA is not required to provide an opportunity for a hearing pursuant to 24 CFR 982.554© and 982.555(b).

Letters Mailed to Applicants by the IHA. If an applicant claims they did not receive a letter mailed by the IHA that requested the applicant to provide information or attend an interview, the IHA will determine if the letter was returned to the IHA. If the letter was not returned to the IHA, the applicant will be assumed to have received the letter.

If the letter was returned to the IHA and the applicant can provide evidence that they were living at the address which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent. Applicants must notify the IHA, in writing, if their address changes during the application process.

XIV Misrepresentation by the Applicant or Participant

If the applicant or participant is found to have made willful misrepresentations at any time which resulted in the applicant or participant being classified as eligible when in fact they were ineligible, applicant will be declared ineligible and the participant will be terminated because of the act of fraud by the applicant/participant. If such misrepresentation resulted in the participant paying a lower rent than was appropriate, the participant shall be required to pay the difference between the actual payments and the amount that should have been paid. In justifiable instances, the IHA may take such other actions as it deems appropriate, including referring the participant to the proper authorities for possible criminal prosecutions.

XV Grounds for Denial or Termination of Assistance

Denied Admission. The IHA may deny an applicant admission to participate in the program or with respect to a current participant, may refuse to issue another Coupon for a move to another unit, approve a lease, or execute a new Contract if the applicant or participant (Ref: 24 CFR 982.552):

1. Owes rent, other related amounts, or judgments to any housing authority or any other federally subsidized housing program, the applicant will be declared ineligible. At the IHA's discretion, the applicant may be declared eligible upon payment of the debt, with the date and time of application being the time of payment and satisfying other criteria.

Note-applicants that owe a Housing Authority, or any other federally subsidized program funds, will not be processed for receiving assistance. The applicant may pay the funds owed prior to the application being processed. Re-paying funds that are due does not necessarily qualify an applicant for housing, assistance. Such payments will be considered along with other factors in the application process. Any money owed to a housing authority that has been discharged by bankruptcy shall not be considered in making this determination.

2. As a previous participant in a federally assisted housing program, the applicant has not reimbursed the IHA or another housing authority for any amounts paid to an Owner under the housing assistance contract for rent or other amounts owed by the family under its lease, and for a vacated unit.
3. Has violated any family obligation listed on the coupon.
4. Engaged in drug-related criminal activity or violent criminal activity, including criminal activity by any family member (Ref: 24 CFR 982.553(a)(1)(2)).
5. Breaches a repayment agreement to the IHA and/or Owner.
6. Committed act, which would constitute fraud in connection with, or has been evicted from any federally assisted housing program.
7. Did not provide information required within the time frame specified during the application process (the applicable dates are contained in the letter from the IHA to the applicant).
8. The IHA shall deny the admission of a family if the applicant, or any member of the applicant's family, does not sign and submit consent forms that are provided by the IHA for the purpose of verifying employment and income information.
9. The applicant family must have properly completed all application requirements, including verifications. Misrepresentations of income, family composition, or any other information affecting eligibility, will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the assistance will be terminated for such misrepresentation.
10. The applicant and all adults must sign a release allowing the IHA to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies. The

applicant and all adults further agree to provide fingerprints as requested. If the IHA uses the information to deny or terminate assistance, the IHA must provide a copy of the information used upon proper request.

11. If the applicant is a former Public Housing or Section 8 participant who vacated the unit in violation of program requirements, the applicant may be declared ineligible.
12. If the IHA determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety or right for peaceful enjoyment of the premises by other residents. The IHA may waive this requirement if:
 - a. The person demonstrates to the IHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol.
 - b. Has successfully completed a supervised drug or alcohol rehabilitation program.
 - c. Has otherwise been rehabilitated successfully.
 - d. Is participating in a supervised drug or alcohol rehabilitation program.

Notification of Denial. If an applicant is denied admission, the IHA will notify the applicant, in writing, of its determination, and inform the applicant that they have an opportunity or an informal review on such determination. The denial letter will allow the applicant ten (10) calendar days to request, in writing, an informal review.

Time Frames for Denial. As a general rule, applicants may be denied admission for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:

1. Denied admission for one year for violation of certificate/voucher and illegal use or possession for personal use of a controlled substance or alcohol.
2. Denied admission for three years for the following persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction. The IHA can waive this requirement if the family demonstrates to the IHA's satisfaction, successful completion of a rehabilitation program approved by the IHA or the circumstances leading to the eviction no longer exist.
3. Denied admission for five (5) years for the following:
 - a. Fraud (giving false information on the application is considered fraud).
 - b. An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence, and/or probation period.
4. Denied admission for ten (10) years for a conviction of Drug Trafficking.
5. Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
6. Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly known as "speed") on the premises of the assisted housing, A premise is defined as the building or complex in which the dwelling unit is located, including co=on areas and grounds.

Note- for the purposes of this plan, if a member of the current family has committed acts of fraud, or has an arrest record, including a drug-related arrest, that reflects that the family member may be a danger to the health, safety or welfare of the community, then that person will not be allowed to be a participant in the program. The IHA shall prohibit assistance to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

XVI Applicant Denied Assistance and Provided Opportunity for Informal Review or Participant Assistance is Terminated and Provided Opportunity for Informal Hearing

Applicant Informal Review. The IHA must give an applicant prompt notice of a decision denying assistance to the applicant. The notice must contain a brief statement of the reason(s) for the IHA's decision. The notice must also state that the applicant may request an informal review of the decision and must describe how to obtain the informal review. The request must be in writing and presented to the IHA within ten days of the notice of denial.

Informal Review Process. The IHA must give an applicant an opportunity for an informal review of the IHA decision denying assistance to the applicant. The review may be conducted by any person or persons designated by the IHA, other than a person who made or approved the decision under review, or a subordinate of this person. The applicant must be given an opportunity to present written or oral objections to the IHA decision. The IHA must notify the applicant of the final decision after the informal review. This notice must include a brief statement of the reasons for the formal decision.

Informal Review Not Required. An informal review is not required to be given by the IHA in the following circumstances:

1. Discretionary administrative determinations by the IHA.
2. General policy issues or class grievances.
3. A determination of the family unit size under the IHA's subsidy standard.
4. The IHA determination not to approve the suspension or extension of a coupon.
5. A determination not to grant approval to lease a unit under the program, or to approve a proposed lease.
6. Determination that a unit selected by the applicant is not in compliance with HQS.
7. A determination that the unit is not in accordance with HQS because of the family size and composition.

Participant Informal Hearing. The IHA must give an opportunity to the participant for an informal hearing to consider whether the IHA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and the IHA policy under the following circumstances:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
2. A determination of the appropriate utility allowance for tenant-paid utilities from the IHA utility allowance schedule.
3. A determination of the family unit size under the IHA subsidy standards.
4. A determination that the participant family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the IHA subsidy standards, or IHA determination to deny the family's request for an exception from the standards.
5. A determination to terminate assistance for a participant family because of the family's action or failure to act.
6. A determination to terminate assistance because the participant family has been absent from the assisted unit for more than fourteen days in the calendar year.

Note-in the cases described above, the IHA must give the participant opportunity for an informal hearing before the IHA terminates housing assistance payments for the family under an outstanding HAP Contract.

The IHA is not required to give an informal hearing for any of the following:

1. Discretionary administrative determinations by the IHA.
2. General policy issues or class grievances.
3. Establishment of the IHA's schedule of utility allowances for families in the program.
4. The IHA's determination not to approve a unit or lease.
5. The IHA's determination that an assisted unit is not in compliance with HQS. However, the IHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in the Coupon, or in other HUD rules and regulations or IHA policies.
6. The IHA's determination that a unit is not in accordance with HQS because of the family size.
7. The IHA's determination to exercise or not to exercise any right remedy against the Owner under the HAP Contract.

Notice to the Family. The IHA must notify the family that the family may ask for an explanation on the basis of the IHA's determination, and if the family does not agree with the determination, the family may request an informal hearing on the decision. The IHA must give the family prompt written notice that the family may request a hearing. This notice must contain a brief statement of the reasons for the decision, and state that if the family does not agree with the decision, the family may request an informal hearing on the decision. The family has ten days from the date of the notice to request, in writing, an informal hearing. The hearing will be scheduled by the IHA within ten (10) days from the date of the request.

Hearing Procedures. The IHA must give the participant an opportunity for an informal hearing of the IHA's decision terminating assistance to the participant. The hearing may be conducted by any person or persons designated by the IHA, other than the person who made or approved the decision under review or a subordinate of that person. The person who conducts the hearing may regulate the conduct of the hearing in accordance with the IHA's hearing procedures. The IHA and the participant shall each have the right to review any and all relevant documents which may be used in the hearing. If these documents are not made available for review, they may not be used in the hearing. Any fees for copying or procuring the documents shall be at the expense of the requesting party. A lawyer or other representative at the hearing may represent the participant. Cost of representation shall be the responsibility of the participant. The participant must be given the opportunity to present written or oral objections to the IHA decision. The IHA and the family must be given the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial processing. The IHA must notify the applicant of the final decision after the informal review. This notice must include a brief statement of the reasons for the final decision. Factual determination relating to the individual circumstances of the family shall be based upon a preponderance of the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the family.

Reasons for Termination. The Owner shall not terminate the tenancy of the family except for:

1. Serious or repeated violations of the terms and conditions of the lease.
2. Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control, shall be cause for termination of tenancy. Criminal activity is defined as criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, or by persons residing in the immediate vicinity of the premises.
3. Violation of Federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises.
4. Other good cause, which may include, but not limited to: · failure by the family to accept the offer of a new lease or revision, a family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or premises; the owner's desire to use the unit for personal or family use, or for a purpose other than a residential rental unit, or a business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to lease the unit at a higher rent). If the owner terminates the tenancy for a business or economic reason, the owner must provide the tenant with a 90-day notice.

Eviction by Court Action. The Owner may evict the family from the contract unit only by instituting a court action. The Owner must notify the IHA in writing, of the commencement of procedures for termination of tenancy at the same time that the Owner gives notice to the family under State Law.

Termination During First Year. During the first year of the lease term the owner may not terminate the tenancy for "other good cause", unless the owner is terminating the tenancy because of something the family did or failed to do. For example, during this period, the owner may not terminate the tenancy for "other good cause" based on- any of the following grounds: failure by the family to accept the offer of a new lease or revision, the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit, or a business or economic reason for termination of tenancy.

XVIII Termination of Housing Assistance Payment (HAP) Contract

When the Unit is Too Big or Too Small. If the IHA determines that a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, the IHA must issue the family a new coupon, and the family and IHA must try to find an acceptable unit as soon as possible. If the family is residing in a dwelling unit with a larger number of bedrooms than appropriate for the family unit size under the IHA subsidy standard, and the gross rent for the unit (sum of the contract rent plus any utility allowance for the unit size leased) exceeds the FMR, the IHA must notify the family that exceptions to the subsidy standard may be granted and the circumstances in which the IHA may grant an exception. If an acceptable unit is available for rental by the family within the FMR/Exception rent limit, the IHA must terminate the HAP contract in accordance with its terms.

Breach of Contract. Termination of HAP contract for owner breach of contract. Breaches of the contract are outlined in the contract.

Automatic Termination of HAP Contract. The HAP Contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

XIX IHA Disapproval of Owner

Owner Debarred. The IHA must not approve a unit if the IHA has been informed (by HUD or otherwise) that the Owner is debarred, suspended, or subject to a limited denial of participation. Also, when directed by HUD, the IHA must not approve a unit if:

1. The federal government has instituted an administrative or judicial action against the Owner for violation of the Fair Housing Act, or other federal equal opportunity requirements and the action is pending.
2. A court or administrative agency has determined that the Owner violated the Fair Housing Act, or other federal equal opportunity requirements.

IHA Administrative Discretion. The IHA will deny approval to lease a unit from an Owner for any of the following:

1. Owner has violated obligations under a HAP contract.
2. Owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
3. Owner has engaged in drug trafficking.
4. Owner has a history or practice of non-compliance with the HQS requirements, state or local housing codes.

5. Owner has not paid state or local real estate taxes, fines or assessments.

XX Owner Responsibility for Screening Tenants

Suitability for Tenancy. The IHA must inform the Owner that the IHA has not screened the family's behavior or suitability for tenancy, and that such screening is the Owner's responsibility.

Family's Background. An owner may consider a family's background with respect to such factors as:

1. Payment of rent and utility bills.
2. Caring for a unit and premises.
3. Respecting the rights of others to the peaceful enjoyment of their housing.
4. Drug-related criminal activity or other criminal activity that is a threat to the life, safety, or property of others, and compliance with other essential conditions for tenancy.

Information Provided Owner Concerning Tenancy. The IHA must give the Owner the family's current address (as shown in the IHA records), and the name and address of the landlord at the family's current and prior addresses, if known to the IHA. The IHA will provide information to an Owner for all participants when the IHA possesses the following:

1. Tenancy history of family members
2. Drug-trafficking by family member

XXI Inspection of Private Owner's Property

When the IHA receives a *Request for Unit Approval*, the IHA shall inspect the unit for compliance in accordance with Housing Quality Standards (HQS). The IHA inspector will inspect the unit for compliance with HQS and send the Owner the results of the inspection. If there are defects or deficiencies which must be corrected in order for the unit to comply with HQS, the Owner shall be advised by the IHA of the work required to be done before a HAP Contract can be executed. The unit will be re-inspected to ascertain that the necessary work has been performed, and the unit meets HQS for occupancy.

The IHA will maintain a copy of every inspection and re-inspection report for three years, with one exception. If the unit inspected requires testing for Lead Based Paint, and/or the unit requires treatment of chewable surfaces based on the testing. IHA shall keep the test results indefinitely, and, if applicable, the Owner certification of the treatment. The inspection reports will specify the defects or deficiencies that must be corrected in order for the unit to meet HQS. The inspection report will also reflect any other defect or deficiencies that do not cause the unit to fail in the event of a subsequent claim by the Owner that they were caused during the period of occupancy by the family.

XXII Inspection Standards

Before a unit can be approved for Occupancy under the program, the unit must meet the performance requirements set forth in 24 CFR 982.401, Housing Quality Standards (HQS).

HQS Inspection Areas. The following areas are included in HQS inspections:

- Sanitary Facilities
- Food Preparation and Refuse Disposal
- Space and Security
- Thermal Environment
- Illumination and Electricity
- Structure and Material
- Interior Air Quality
- Water Supply
- Lead-Based Paint
- Access
- Site and Neighborhood
- Sanitary Condition
- Smoke Detector

Note - IHA's inspection only certifies that the unit meets federal regulations and the IHA is not responsible items not included in the HQS inspection. IHA will use the HUD approved inspection forms to perform HQS inspections.

Types of HQS Inspections

1. Initial inspection - performed by the IHA staff after receiving the *Request for Unit Approval* from the applicant.
2. Annual inspections - performed by the IHA staff and required by HUD, completed for participants continuing to receive assistance and remaining in the same unit.
3. Re-inspection - performed by the IHA staff, completed for the purpose of verifying that deficiencies noted in the previous inspection have been corrected and meet HQS.
4. Special inspections - these types of inspections may be necessary when a federal or state official visits the IHA to perform a compliance review of the IHA and/or the Owner may request a special inspection be performed to document the condition of the unit.

XXIII Lead Based Paint Procedures

Visual lead-based paint inspection of units built prior to 1978 must take place during the HQS inspection. Units exempt from this requirement include pre-1978 units where children under age 6 and pregnant women do not/will not reside. Also exempt are 0 bedroom units, SROs, and units exclusively for the elderly and disabled where children age 6 and under will not/do not occupy the unit.

Treatment Methods and Requirements. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint. A defective paint surface shall be treated if the total area of defective paint on a component is:

1. More than 20 square feet on an exterior wall.
2. More than 2 square feet on an interior or exterior component with a large surface area excluding exterior walls and including but not limited to ceilings, floors, doors, and interior walls.
3. More than 10 percent of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards, and trim.

Lead Based Paint Stabilization/Abatement. Lead based paint stabilization/abatement procedures must take place at the expense of the owner within 30 days of notification to the owner. Owners must pay for stabilization and/or abatement procedures prior to move in and following move in if lead-based paint is identified during annual or periodic inspections. If the owner declines to provide stabilization or abatement, another unit must be selected by the family. The owner of the unit must meet the requirements of lead-based paint hazard reduction as defined in 24 CFR Part 3 5 Subpart M Sec35 .1225 (c), (d) and (e). If the owner does not complete hazard reduction, the dwelling unit is in violation of Housing Quality Standards.

If lead based paint is identified following move in and/or during an annual or periodic re-inspection, depending on the scope of the work to stabilize the paint, and if necessary, the owner is responsible for relocating the tenant to a comparable dwelling free of lead-based paint while the work is taking place.

Quarterly Report. At least quarterly, the IHA shall provide an updated report of pre-1978 addresses with children under age six and/or pregnant women to the local health department. At the same time, the IHA shall attempt to get the names and addresses of children under age six with an elevated blood level from the health department.

XXIV Determination of Participant Rent and Reexamination of Income and Family Circumstances

Rent, as initially determined or at annual reexamination, will remain in effect for a period between regular reexamination of family income and composition, unless the following changes in family circumstances occur. Families will be required to report and provide certification of any changes in their income status within ten (10) calendar days of the occurrence of employment and/or any other type of income received. Families with zero income must recertify monthly.

1. Loss or addition of any family member through birth, death, divorce, removal, or other continuing circumstances, and the amount, if any, of family member's income.
2. Employment, unemployment, or changes in employment of a permanent nature of the family head, spouse, or other wage earners that is 18 years of age or older.
3. To correct errors made when determining eligibility, or at the re-examination.

If an error results in a retroactive rent payment due to the participant not providing correct information concerning annual income, the TBRA participant may request - the IHA representative to approve a repayment schedule. The TBRA participant must make the request, in writing, to the IHA representative. The amount of the repayment will be the highest of \$10.00 per month or 10 percent of the family adjusted income. The IHA representative will provide the TBRA participant with a written response to their request and if approved, the written notification will include the amount of the monthly repayment, plus the due date of the first payment.

The final estimate of family income will be made by the IHA on the basis of verified information regarding income. There

is no minimum income requirement, but the staff should use good interviewing skills to determine whether there is income that is not being reported.

Families may not be required to apply for public assistance, but it may be suggested to them. If the family reports zero income, the IHA will have the family sign a verification form to verify that no income is being received.

Annual Recertification. Once each year, or as required by the IHA, the IHA must reexamine the income and family composition of all families participating in the TBRA Program in accordance with 24 CFR 5.617. Verifications acceptable to the IHA shall be obtained and determination made. In the event of failure or refusal of the family to report the necessary information, the IHA may terminate the assistance. The IHA will notify the family of upcoming annual recertifications 120 days prior to the end of their first-year contract.

Records shall be maintained by the IHA to ensure that every participant's income and family composition has been reexamined within a twelve-month period.

Upon completion of re-examination and verification, the participant shall be notified, in writing, no later than 30 days prior to the effective date of the following:

1. Any change in rent and the date on which it becomes effective.
2. Any changes required because of a change in the composition of the family.

Interim Redetermination of Rent. Rent, as established at admission or annual reexamination, will remain in effect for the period between regular rent determinations, unless changes in family circumstances occur. The participant is required and agrees to report, in writing, the following specified changes in family income and composition within ten (10) calendar days of occurrence:

1. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal, or other continuing circumstance, and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the IHA in advance, and must qualify the same as an applicant or any prospective new participant.
2. Employment, unemployment, or changes in income for employment of a permanent nature of the family head, spouse, or other wage earner 18 years of age or older. Increases in income will not be considered unless the increase is \$100 or more a month.
3. The stating of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from pension, TANF, Black Lung, Railroad Retirement, private pension fund, disability compensation, Veteran's Administration, child support, alimony, regular contributions or gifts. Lump sum payments or retroactive payments of benefits from any of the above sources, which constitute the sum of monthly payments for a receding period paid in a lump sum, must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.
4. Cost of living increases in social security or public assistance grants need not be reported until next reexamination or redetermination of rent.
5. Errors of omission made at admission or reexamination shall be corrected by the IHA. Retroactive payment will be made to the participant if the error is in his or her favor.
6. A participant who has had a rent reduction/increase after initial occupancy, or after annual re-examination, must report all changes in income within ten (10) calendar days, regardless of the amount or source.

Notice of Temporary Rent. On occasions, the IHA is required to compute rent based on information that is supplied by the participant and third-party information that has not or will not be provided by the employer. When this situation occurs, the IBA will compute a temporary rent based on the information available. Once the information is verified, the participant will be notified in writing. If an underpayment was made based on the information provided, the participant will have fourteen (14) days from the date of the IBA notification to pay the amount specified. If the participant has made an overpayment, that amount will be credited to his/her account with the landlord. The head of household and spouse and an IBA representative signs the Notice of Temporary Rent and is filed appropriately with a copy provided to the participant.

Effective Dates of Interim Redetermination of Rent. Any decrease in rent resulting from any decrease in family income will be made effective the first of the month following the date the decrease in family income was reported and verified in writing. The participant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back rent due because of failure to report such increase in family income.

Any interim change in rent will require re-verification of all family income that has not been verified within ninety (90) calendar days of the previous rent determination. Participant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by HUD. Temporary employment/unemployment or increases and decreases in wages, "for any reason," of less than 30 days, will not constitute a rent adjustment.

If it is found that a participant has misrepresented, or failed to report facts upon which rent is based so that the participant paying less than they should be paying, the increase in rent shall be made retroactive to the date the increase would have taken affect. The participant will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the participant may be subject to civil and criminal penalties. Misrepresentation is a serious program violation, which may result in termination.

Special Reexamination. Special reexaminations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:

1. If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special reexamination shall be scheduled for thirty (30), sixty (60), or ninety (90) days, depending on circumstances. The participant shall be notified in writing of the date of the special re-examination.
2. If the family income can be anticipated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special reexamination shall be prescribed, and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.
3. Rents determined at special reexaminations shall be made effective as noted above.

Minimum Rent Hardship Exemptions. The IHA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing that is unable to pay because of financial hardship, which shall include:

1. The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and naturalization act who would be entitled to public benefits but for Title IV of the **Personal Responsibility and Work Opportunity Reconciliation Act of 1996.**
2. The family would be evicted as a result of the implementation of the minimum rent (this exemption is only applicable for the initial implementation of the minimum rent or increase to the existing minimum rent).
3. The income of the family has decreased because of changed circumstances, including loss of employment.
4. A death in the family has occurred which affects the family circumstances.
5. Other circumstances which may be decided by the IHA on a case by case basis.

All of the above must be given by the resident providing verifiable information in writing to the IHA prior to the rent becoming delinquent, and before the lease is terminated by the IHA.

If a resident requests a hardship exemption (prior to the rent being delinquent) under this section, and the IHA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of long-term basis, the IHA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety- day period. This paragraph does not prohibit the IHA from taking eviction action for other violations of the lease.

Reduction of Welfare Benefits. If the program participant requests an income re-examination, and the rent reduction is predicted on a reduction in participant income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the families have been reduced because of:

1. Non-compliance with economic self-sufficiency program.
2. Work activities requirements.
3. Fraud.

Exception to Rent Reductions. Families whose welfare assistance is reduced specifically because of fraud, or failure to participate in an economic self-sufficiency program, or comply with a work activities requirement, will not affect their tenant-based assistance.

XXV Absence from the Assisted Unit

Absence means that no member of the family is residing in the unit. Families participating in the program may be absent for a period of fourteen calendar days without notifying the IHA. If the family anticipates being absent from the unit for more than fourteen consecutive calendar days, the head of household must notify the IHA prior to leaving the assisted unit. The written notice should be submitted to the office the month preceding the month in which the family will be absent from the unit. The notice should also be given to the landlord. Participants should notify the IHA when they are going on vacations, hospitalization, or other cause that will keep them from the unit for more than 14 consecutive calendar days. If the family anticipates being absent from the unit for more than 180 days, the IHA will terminate the HAI Contract.

If an emergency situation exists, such as hospitalization, the head of household and/or a representative, must notify the IHA by telephone as soon as possible and request a determination via the telephone. Verbal request for determination may only be made in emergency situations. The IHA will respond verbally and follow-up in writing within 10 days of the verbal request.

XXVI Continued Assistance After Family Break-Up

The IHA shall determine which family members will continue to receive assistance after a family break-up. The head of household, spouse, or any adult member of the household must notify the IHA that there has been a family break-up and continued assistance is being requested. The assisted family member making the request must submit the request in writing to the IHA and request a determination. The request must be made within 10 calendar days of the break-up.

The IHA will consider the following factors in making this determination:

1. Assisted Unit - whether the assistance should remain with family member remaining in the original assisted unit
2. Interest of Family Members - the interest of minor children or of ill, elderly, or disabled family members.
3. Physical violence - whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of household.

The IHA will issue a determination within 10 calendar days of receipt of the request for a determination. The person requesting the determination may request an Informal Hearing in accordance with the IHA established procedures if they disagree with the determination of the IHA.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the IHA is bound by the court's determination of which family member continue to receive assistance in the program.

XXVII Adjustment to Utility Allowances, Contract Rents, and Monthly Housing Assistance Payments

Utility Allowances. At least annually, the IHA shall determine whether there has been a substantial change in utility rates or other charges of general applicability, and whether an adjustment is required to the Utility Allowance and Other Services by reason of such changes, or because of errors in the original determination. If the IHA determines that an adjustment should be done, the IHA shall establish a schedule of adjustments taking into account size and type of dwelling units and other pertinent factors and shall furnish HUD with a copy of the adjusted schedule. (Reference 24 CFR 882.214)

Maintaining Utility Allowance Schedule. The IHA must maintain a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection). The IHA must give HUD a copy of the utility allowance schedule. At HUD's request, the IHA also must provide any information or procedures used in preparation of the schedule. Utility allowances schedule must be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the IHA must use normal patterns of consumption for the community as a whole and current utility rates.

What the IHA Utility Allowance Must Determine. The IHA's utility allowance schedule and the utility allowance for an individual family must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards. However, the IHA may not provide allowance for non-essential utility costs, such as consists of cable or satellite television. In the utility allowance schedule, the IHA must classify utilities and other housing services according to the following general categories:

1. Space Heating
2. Air Conditioning
3. Cooking
4. Water Heating
5. Water, Sewer and Trash Collection
6. Other Electric
7. Refrigerator (tenant-supplied)
8. Range (tenant-supplied)
9. Other Specific Housing Services.

The IHA must provide utility allowance for tenant-paid air-conditioning costs if the majority of housing units in the market provide centrally air-conditioned units or there is appropriate wiring for tenant-installed air conditioners.

The cost of each utility and housing service category must be stated separately. For each of these categories, the utility allowance schedule must take into consideration unit size (by number of bedrooms), and unit type (apartment, row house,

townhouse, single-family detached, and manufactured housing) that are typical in the community.

Use of Utility Allowance Schedule. The IHA must use the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the IHA subsidy standards). At reexamination, the IHA must correct the utility allowance schedule. On request from a family which includes a person with disabilities, the IHA must approve a utility allowance which is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation in accordance with 24 CFR Part 8.

Contract Rents. Contract rent may be adjusted by the IHA on an annual basis and for special adjustments as provided below:

1. Annual Adjustments - upon request from the Owner to the IHA, an annual adjustment may be made if the contract unit is decent, safe, and sanitary, and the Owner is otherwise in compliance with the terms of the Lease and the HAP Contract. Annual adjustments as of any anniversary date shall be determined by using the Section 8 Annual Adjustment Factor most recently published by HUD in the Federal Register. The contract rent may be adjusted upward or downward. However, in no case shall the adjusted rent be less than the contract rent on the effective date of the contract.
2. Special Adjustment - subject to HUD approval, to reflect increases in the actual and necessary expenses of owning and maintaining the unit which have resulted from substantial general increases in real property taxes, utility rates, or similar costs (i.e. assessments and utilities not covered by regulated rates), but only if and to the extent that the Owner clearly demonstrates that such general increases have caused increases in the Owner's operating costs which are not adequately compensated for by the annual adjustments provided for the Number 1 above of this section. The Owner shall submit financial information to the IHA which clearly supports the increase.

Overall limitations of Adjustments of A and B above - notwithstanding any other provisions of this part, adjustments as provided for in this section shall not result in material differences between the rents charged for assisted and comparable unassisted units.

Housing Assistance Payments. Monthly payments will be made to an Owner on behalf of a family participating in the program. Payments will be issued in accordance with the Housing Assistance Payments (HAP) Contract. The payments will be issued on a monthly basis and mailed directly to the participating Owner (due on the fifth day of each month for the current month). A copy of the payment will be kept and serve as a record of payment.

XXVIII Fair Market Rent (FMR), Payment Standard and Rent Reasonableness Limitation

Negotiating Rent to Owner and Rent Reasonableness. The Owner and the family negotiate the Rent to Owner but at the family's request, the IHA must help the family negotiate the Rent to Owner. The IHA may not approve a lease until the IHA determines that the initial Rent to Owner is a reasonable rent. The IHA must redetermine the reasonable rent before any increase in the Rent to Owner and if there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary. The IHA may determine the reasonable rent at any other time.

At all times during the assisted tenancy, the Rent to Owner may not exceed the reasonable rent as most recently determined or redetermined by the IHA. The IHA must determine whether the Rent to Owner is a reasonable rent in comparison to rent for other comparable unassisted units. By accepting each monthly housing assistance payment from the IHA, the Owner certifies that the Rent to Owner is not more than rent charged by the Owner for comparable unassisted units in the premises. Owner must give the IHA information requested by the IHA on rents charged by the Owner for other units in the premises or elsewhere.

Distribution of Housing Assistance Payments. The IHA pays the Owner the lesser of the housing assistance payment or the Rent to Owner. If the housing assistance payment exceeds the Rent to Owner, the IHA may pay the balance of the housing assistance payment either to the family or directly to the utility supplier to pay the utility bill on behalf of the family.

Family Share. The family share is calculated by subtracting the amount of the housing assistance payment from the gross rent. The IHA may not use housing assistance payments or other program funds (including any administrative fee reserve) to pay any part of the family share. Payment of the family share is the responsibility of the family.

Family Income and Composition (regular and interim examinations). The IHA's responsibilities for re-examining family income and composition are specified in 24 CFR Part 5, subpart 7. The IHA must obtain and document in the participant file, third party verification for the following factors, or must document in the participant file why third-party verification was not available:

1. Reported family annual income
2. Value of assets
3. Expenses related to deductions from annual income
4. Other factors that affect the determination of adjusted income

When the IHA Conducts Interim Re-examinations. At any time, the IHA may conduct an interim reexamination of family income and composition. At any time, the family may request an interim determination of family income or composition because of any changes since the last determination. The IHA must make the interim determination within a reasonable time after the family request. Interim examinations must be conducted in accordance with policies in the IHA administrative plan.

XXIX Rent Provisions

Rent Negotiation. The Rent to Owner is a matter of negotiation between the Owner and the family. The rent must be within the guidelines of "rent reasonableness" and the rental amount must be certified by the IHA as falling within the guidelines of "rent reasonableness". If requested by the family, the IHA must assist the family in negotiating a reasonable rent with the owner (reference 24 CFR 982.309).

Rent Increase. The Rent to Owner may not be increased during the first year of the lease. The lease may provide that the Owner may increase the rent at any time after the first anniversary of the lease, but the Owner must give the tenant and the IHA a ninety-day written notice of any increase before it takes effect (24 CFR 982.309).

IHA Disapproval of Lease. The IHA may disapprove a lease for a rent that is not reasonable, based on rents charged for comparable rental units. The IHA may exercise authority in communities where the market is not functioning normally, or where some families are not able to negotiate reasonable rent on their own. For example, where there is a concentration of ownership by a small number of landlords, or where rents charged to voucher holders are greater than rents charged to certificate holders living in comparable units. The IHA must document each case in which it disapproves a lease because the rent is not reasonable (24 CFR 982.309).

XXX Security Deposit

The Owner establishes the amount of the security deposit to be charged. The security deposit may not exceed two months contract-rent for the unit. When the tenant moves out of the dwelling unit, the Owner, subject to state and local laws, may use the security deposit, including any interest on the deposit and in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit, or for other amounts the tenant owes under the lease. The Owner must give the tenant a written list of all charges against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant. The IHA is not responsible for any damages to the unit.

XXXI Violence Against Women Act (VAWA) Policy

Prohibition against denial of assistance to victims of domestic violence, dating violence, and stalking. The Violence against Women Act of 2005 (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit IHA from denying admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking.

Definitions of key terms used in VAWA are provided below, where general VAWA requirements and policies pertaining to notification, documentation and confidentiality are also located.

Purpose and Applicability

Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 and more generally to set forth IHA's policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined. This Policy shall be applicable to the administration of TBRA by the IHA.

Definitions

As used in this Policy:

- A. **Domestic Violence** – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”
- B. **Dating Violence** – means violence committed by a person—
 - a. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - b. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - i. The length of the relationship.
 - ii. The type of relationship.
 - iii. The frequency of interaction between the persons involved in the relationship.
- C. **Stalking** – means –
 - a. (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
 - b. in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
 - i. that person;
 - ii. a member of the immediate family of that person; or
 - iii. the spouse or intimate partner of that person;
- D. **Immediate Family Member** - means, with respect to a person –
 - a. a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis;
 - b. or any other person living in the household of that person and related to that person by blood or marriage.
- E. **Perpetrator** – means person who commits an act of domestic violence, dating violence or stalking against a victim.

Notification

IHA Policy:

- A. IHA acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to an apartment, a prior arrest record) that would warrant denial under the IHA’s policies. Therefore, if IHA makes a determination to deny assistance to an applicant family, the IHA will include in its notice of denial information about the protection against denial provided by VAWA in accordance with section XV and XVI of the TBRA Administrative Plan and will request that an applicant wishing to claim this protection notify the IHA within 10 business days.
- B. If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, IHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact IHA to dispute the information within that 10-day period, IHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process.

Termination of Tenancy or Assistance

VAWA Protections. A tenant may not be denied assistance rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant.

Limitations of VAWA Protections.

- A. Nothing in the above section limits the authority of the IHA to comply with a court order with respect to the rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking, or the distribution or possession of property among members of a household.

- B. Nothing in the above section limits any available authority of the IHA to terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking. However, the IHA will not hold to a more demanding standard, a tenant or an affiliated individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.
- C. Nothing in the above section limits the authority of the IHA to evict or terminate from assistance any tenant or lawful applicant if:
 - a. The IHA can demonstrate an actual and imminent threat to IHA staff administering an IHA program; and
 - b. No other actions that could be taken to reduce the threat have been successful, including previously transferring the victim's assistance to a new property.

The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking. An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be considered as a or good cause for terminating the assistance.

Verification of Domestic Violence, Dating Violence or Stalking

Requirement for Verification. For those seeking protection under this Policy, the law allows, but does not require, IHA to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., IHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by IHA. If there is reason to believe that verification is incomplete or inaccurate, the IHA may require additional documentation of the incident(s). Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking can be accomplished in one of the following three ways:

1. ***HUD-approved form*** - by providing to IHA a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD) and available from IHA, that the individual is a victim of domestic violence, dating violence or stalking; that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator. If there is reason to believe that the certification is incomplete or inaccurate, the IHA may require additional documentation of the incident(s). Such documentation requirement shall not place the victim in danger. As necessary, the IHA shall work with the victim to identify appropriate sources of documentation.
2. ***Other documentation*** - by providing to IHA documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. A form is available from IHA. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
3. ***Police or court record*** – by providing to IHA a Federal, State, tribal, territorial or local police or court record describing the incident or incidents in question.

Time allowed to provide verification/ failure to provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by IHA to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. Time for response will be extended upon a showing of good cause.

Waiver of verification requirement. The Executive Director of the IHA may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

Perpetrator Documentation. If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

- A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the unit for which assistance is being paid.
- Documentation that the perpetrator has successfully completed, or is successfully undergoing, licensed or

certified and supervised rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

Confidentiality

Right to confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to IHA or to a TBRA landlord in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall not be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required in connection with termination of TBRA, as permitted in VAWA, or
3. otherwise required by applicable law.

Portability of assistance

Portability. A TBRA recipient or IHA tenant will not be denied portability to a unit in another location (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the TBRA program or IHA transfer policy and has moved from the unit in order to protect the health or safety of an individual member of the household who is or has been the victim of domestic violence, dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit. Additionally, a TBRA recipient or IHA tenant will not be denied portability to a unit in another location (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the TBRA program or IHA lease and has been evicted by the landlord because of domestic violence.

Court orders

It is IHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by IHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

Amendment

This policy may be amended from time to time by IHA as approved by its Executive Director following a 30-day written notice to interested parties.

XXXII Kansas Housing Resources Corporation Review of Contract Compliance

The Kansas Housing Resources Corporation will review program operations at such intervals as it deems necessary to ensure that the owner and the IHA are in full compliance with the tenant and conditions of the grant. Equal opportunity reviews may be conducted with the scheduled HUD review, or at any time deemed appropriately by HUD.

XXXIII Closing Files and Purging Inactive Files

The IHA will purge inactive files after they have been closed for a period of three years, with the exception of troubled cases, or cases involving a household containing a minor with a reported elevated blood-lead level.

During the term of each assisted lease and for three years thereafter, the IHA will retain the lease, HAP Contract, and the original application from the family. In addition, the IHA must retain, for at least three years, the following records:

- Records with racial, ethnic, gender, and disability status data for applicants and participants.
- Applications from each ineligible family and the notice advising the applicant was ineligible.
- Kansas Housing Resources Corporation required reports and files.
- Lead-based paint inspection reports, as required."

- Unit inspection reports.
- Accounts and other reports supporting the IHA, and financial statements.
- Other records which HUD may specify.

The IHA shall retain all data for current applicants for audit purposes. No information shall be removed which may affect an accurate audit.

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1) PROJECT SUMMARY

OVERVIEW OF NEED FOR RENTAL ASSISTANCE

Shelter is a fundamental and basic need for all. But for many in Independence, Kansas, this basic need is out of reach. In Independence, many moderate-income working households are having an increasingly difficult time affording adequate housing, while very-low-income households must often accept sub-standard housing. In fact, a household would need to make \$26,900 annually to afford an average two-bedroom apartment in Montgomery County; the median household income of renters in Independence is approximately \$23,785¹.

Significant decline in renter's income in the past decade has escalated the number of families in Independence paying excessive shares for housing. The maximum housing expense recommended by the US Department of Housing and Urban Development (HUD) is 30% of adjusted annual household income. Spending on rent or utilities above this amount is considered as a "housing cost burden." In 2012, 54% of renters in Independence paid more than 30% of their gross income towards rent; while 25% of renters were paying more than 50% of their income towards rent. Due to excessive rents, many of these families are becoming financially strapped, risk becoming homeless, or suffer from housing deficiencies such as instability or extremely poor housing quality.

Low-income renters in Independence more often live in sub-standard, overcrowded, or unaffordable housing (HUD's criteria used in defining a housing problem) than do higher income renters. Approximately 31% of low-income renters and 81% of very low and extremely low-income renters have housing problems, as defined by HUD, compared to just 2% of higher income renters.

Tenant Based Rental Assistance can reduce the amount that these low-income families must spend to attain quality housing, and instead allow them to spend on other crucial necessities, like transportation, food, healthcare, childcare, and medical expenses. By reducing extravagant housing expenses, these families can adjust their budget to improve their future economic situation.

DEMOGRAPHIC AREA

The City of Independence is in the Southeast corner of the State and serves as the County Seat of Montgomery County. According to the information from the U.S. Census Bureau*, the current population of Montgomery County is 31,486². Independence is the second largest city in Montgomery County with the 2019 American Community Survey reporting a population of 8,548.³

Montgomery County has an unemployment rate of 2.4%⁴, among the highest in the State of Kansas as of April 2022. The Housing Authority hopes that with greater grant funding, they can provide families the reassurance that they will have a safe decent roof over their head until they can get back on their feet during these hard-economic times.

TYPE OF HOUSING UNITS

According to the 2020 American Community Survey, single family residential units are the housing unit of choice in Independence. Of the total number of units, 78.8% are single family units, and 17% are multi-family units. This figure does not include mobile homes, which are generally located in mobile home parks, or other types of housing, and constitute 4% of our housing units⁵.

¹<https://data.census.gov/cedsci/table?q=Independence%20city,%20Montgomery%20County,%20Kansas&tid=ACSDT5Y2020.B25119>

²<https://data.census.gov/cedsci/all?q=Montgomery%20County,%20Kansas>

³ <https://data.census.gov/cedsci/all?q=Independence%20city,%20Montgomery%20County,%20Kansas>

⁴ <https://klic.dol.ks.gov/vosnet/analyzer/resultsNew.aspx?session=labforce&plang=E&pu=1&plang=E>

⁵ https://data.census.gov/cedsci/table?g=0400000US20_1600000US2033875&d=ACS%205-Year%20Estimates%20Data%20Profiles&tid=ACSDP5Y2020.DP04

Type of Housing Units ⁶				
Type	City	Percentage	Statewide	Percentage
<i>1 Unit</i>	3706	78.8	990,377	77.4%
<i>Multi-Family</i>	802	17.2%	235,277	18.4%
<i>Mobile Homes, Other</i>	190	4%	53,976	4.2%
Total	4698	100%	1,279,630	100%

HOUSEHOLD SIZE

Average persons per household for renter-occupied units in Independence is 2.08⁷, slightly lower than the State's figure of 2.48. A disturbing fact for Independence is the fact that the persons below poverty level for Independence is 14.7%⁸, considerably above the State's percentage of 7.6%⁹. Independence school district 446 also has an incredibly high percentage of children, Pre-K-High School, approved for the free or reduced meals program at 58.8%¹⁰.

AGE OF HOUSING

2020 American Community Survey¹¹ statistics indicate that the City's housing is much older than the statewide average. Over 56% of our units were constructed in 1959 or earlier. This compares with the statewide average of 34%. Associated with the age of housing and other socio-economic factors of income and age, it is a fair assumption that these housing units need upgrades of major structural systems and improvements are needed to meet health and safety standards as a result of obsolete interior gas, electrical and plumbing systems and the presence of lead-based paint in most, if not all, units. Cost of remediation in these housing units is often prohibitive.

CURRENT HOUSING AVAILABILITY AND CONDITIONS

The City of Independence has worked hard to replace the housing stock lost during the 2007 flood. Much of which was rental housing with the rents well below fair market value, averaging about \$200 to \$250 a month. With the construction of new low-income units, replacing these lost homes, families still struggle to pay their rent as low rents for Independence average from \$475-\$650. The Tenant Based Rental Assistance Grant is the only means of helping these families be successful.

The Independence Housing Authority manages 151 low-income units comprised of a 99-unit project based subsidized elderly and disabled high rise, 19 units for elderly or disabled, and 33 units that are for families, elderly or disabled. In addition to what IHA manages, there are 179 other designated low-income units in Independence. Of the total 329 low-income designated units in Independence, 219 are project-based subsidized. That leaves 110 units that have rents restricted to remain below market rent, yet tenants still struggle to make it. TBRA makes it possible for these extremely low-income citizens to be successful.

Another challenge facing low-income citizens, who wish to rent a single-family dwelling, is that the rents in Independence are high, with an average three-bedroom, two-bathroom, decent, single-family home renting from around \$750-\$1000 per month.

⁶ https://data.census.gov/cedsci/table?q=0400000US20_1600000US2033875&d=ACS%205-Year%20Estimates%20Data%20Profiles&tid=ACSDP5Y2020.DP04

⁷ <https://www.census.gov/quickfacts/fact/table/KS,independencicitykansas/PST045221>

⁸ <https://data.census.gov/cedsci/table?q=Independence%20city,%20Montgomery%20County,%20Kansas&tid=ACSST5Y2020.S1702>

⁹ <https://data.census.gov/cedsci/table?q=%20Kansas&tid=ACSST5Y2020.S1702>

¹⁰ https://datacentral.ksde.org/report_gen.aspx

¹¹ https://data.census.gov/cedsci/table?q=0400000US20_1600000US2033875&d=ACS%205-Year%20Estimates%20Data%20Profiles&tid=ACSDP5Y2020.DP04

With aggressive marketing of the program and education covering the advantages to the landlords, the City has gained ground in upgrading the rental stock. The Housing Authority has conducted training sessions, covering landlord/tenant issues and basics of the TBRA program, for all interested landlords in Montgomery County.

The TBRA Program continues to make a positive impact on the community and has made decent, safe, sanitary, and affordable housing available to tenants that had no assistance available to them, were forced to live in very unsanitary conditions and whose housing was creating blight in their respective neighborhoods.

GROWTH OF INCOME NOT MEETING RISE OF RENTAL PRICES

There is a growing need for affordable housing in Independence, Kansas. Income and rent have been increasing each year, the rate of growth in median income does not match the higher rate of growth in rent- from 2010 to 2019 the median income rose 32.1% while median gross rent rose 23.1% in the same period. This data indicates that more families in Independence are finding rent less affordable because their incomes are not rising alongside housing costs.

Renters in Independence are cost burdened, with 45.8% of renters paying in excess of over 30%¹² of their household income on rent. Moreover, from 2006- 2012, the number of renter households experiencing severe housing problems rose 36%. This suggests that a financial squeeze is pushing more families into inadequate and unaffordable housing.

While families are becoming less able to afford housing due to the rise in rents, the number of households seeking affordable housing is growing. According to the Independence Housing Needs Analysis dated December 2021, 40.5% of occupied rental units are paying more than 30% of their income towards rent. In addition, 13.8% of occupied rental units are paying more than 50% of their income towards rent. With such a large percentage of renters paying more than 30% for rent, families are struggling to gain.

LENGTH OF WAITING LIST

We currently have 99 families on our TBRA waiting list. However, this is a low number for the IHA as we have been working to administer our 2020 grant. Once the prior year grant has been administered, our waiting list is on average over 150 families. When families come in to apply, they are usually in a crisis situation and need housing assistance immediately. Not only are families existing on an income that is at or below 50% of the median income, but they also need decent and affordable housing for their families. When we no longer have available funding and must place the families on a waiting list, all hope is gone for them to locate a decent home in a timely manner. Once families are placed on the waiting list, the first five may be eligible to continue the application process within 6 to 9 months, and the farther you are on the waiting list, the longer it will take to be contacted.

We encourage our tenants who are disabled or have a situation that will cause them to need housing assistance long term, to contact SEK-CAP, whose assistance covers Montgomery County, and keep contacting them until they have open enrollment. They have Section 8 Vouchers and TBRA Coupons but since they cover such a large area, they have a very long waiting list and do not always have open enrollment. It can take several years for a family's name to come up on their waiting list. This is too long a wait for a family in need. Fortunately, this past year SEK-CAP has been able to assist 3 families that have been with IHA for several years. This is one of the goals of the IHA TBRA Grant, to assist those families that are in a long-term rental assistance need in the interim while they are awaiting a Section 8 voucher through SEK-CAP.

COMMUNITY PARTICIPATION

Montgomery County has a very high number of single unwed mothers (3rd highest ranking in the State) and many of our tenants fall within this category. For most of these mothers the only income they have is Cash Assistance and Food stamps from the **Department for Children and Families**. Welfare Reform is now looming above the single mothers we assist, and childcare expense is a large stumbling block for most of these mothers. They are faced with

¹² <https://data.census.gov/cedsci/table?q=median%20rent%202020%2067301>

working a minimum wage job because of their lack of education or skills. The rental assistance we have been able to offer has been vital to the welfare of our young residents and their children.

Some of our referrals come from **Midwest Pregnancy Care Center**, a local non-profit organization available to assist expectant mothers in answering questions they may have about options available to them and assisting many in a crisis situation. Most of their clients are unwed teenagers. Montgomery County ranks number 3 in the State for births to unwed mothers with a rate of 50.4% of all births occurring to unwed mothers .⁴

Independence is the home of **Four County Mental Health Center**. We assist many of their clients in family services. Since the State has closed the Mental Hospital and people have been mainstreamed back into the communities, there has been an increased need for rental assistance.

Class Ltd. is a local organization working with and training persons with disabilities. This segment of the population living on disability income has no hope of receiving income that would enable them to rise above the very-low-income level. TBRA is very important to these people and the only way they can afford to live in decent housing.

The **Area Agency on Aging** is another organization we work with on a regular basis. Not only are they working with the elderly population who are the most vulnerable segments of our community, they also bring in many clients that are low-income non-elderly.

Hannah's House is a safe haven for battered women and their children. Because of the TBRA Program we have been able to provide many of these women with safe and affordable housing for their families.

Home Sweet Home Ministries is the local men's homeless shelter. To be housed, their men must hold a job while the shelter assists them with their basic needs, including housing. IHA has assisted numerous homeless men find safe, affordable housing with the help of the TBRA Program.

The **Community Access Center** is an invaluable local resource to the low-income citizens of Independence. They assist clients with a multitude of no-cost services including groceries and commodities; acquiring car seats, birth certificates and driver's licenses; up to \$150 per year in assistance toward the cost of basic needs like utilities, rent, etc. The C.A.C. refers many of their clients to the Independence Housing Authority and our TBRA Program.

The emphasis of **Moving Forward with Momentum** is to help anyone, but fathers in particular, move forward in their life, believe in themselves, and gain the skills needed to live successfully and obtain employment. This is accomplished by participating in intense three-day training with an additional twelve weeks of support and educational meetings. Many of the participants in this program start out homeless and unemployed and they can obtain employment through their experiences in the program and IHA can assist them with affordable housing using TBRA funds.

SUMMARY

Whatever the reason families are living on income at or below 50% of the median income level, they deserve the opportunity to live in decent affordable housing. Independence has made a tremendous effort in reducing the housing problems for low-income families and we want to continue the tremendous progress and impact that has been made. We have developed a program that compliments the other local social service agencies in this area, and we want the opportunity to continue moving forward and not abruptly lose all the ground we've gained for our low-income residents.

2) PROJECT IMPACT

CAPACITY

The Independence Housing Authority will administer the TBRA grant. The Independence Housing Authority has successfully managed a Section 8 New Construction project for the elderly since 1978. The IHA was instrumental in receiving funding from KHRC through a local CHDO to construct three duplexes designed for elderly or persons with mobility impairments in 1998. In 2006 the partnership constructed two (2) single family homes for low income families. In addition, IHA manages 15 units for elderly or disabled families and became the managing agent for a 28-unit tax credit project for families, elderly, and disabled in 2010. The Independence Housing Authority has successfully administered an annually awarded TBRA Grant from 1998 to present for the City of Independence.

Independence Housing Authority Grant Administrators

► Executive Director

The Executive Director will be responsible for all aspects of the administration of the program. The Executive Director and staff have been able to comply with requests and report filing in a timely manner. The Executive Director will continue to be responsible for quarterly reports to KHRC and continue to ensure that all HOME program requirements are adhered to, and any staff is properly trained in HOME program requirements and Fair Housing.

► Programs Manager I

The current TBRA program manager has been in her position since March 2010. With instruction from KHRC, the IHA TBRA program manager has become familiar with the TBRA program requirements. She is an asset to the program and dedicated to assisting low-income families.

DEGREE OF IMPACT ON ADDRESSED NEEDS

When the TBRA program was started in Independence, the grant administrator addressed the Realtors Association and the Montgomery County Landlord's Association twice. The Landlords "did not want to do all the paperwork". Finally, one landlord agreed to participate and was very happy with the results. The IHA has worked with over 75 landlords that have or are still participating. Many are so pleased with the program that they will call us when they have a vacancy to ask us to refer tenants to them. One of the biggest benefits of this program is the HQS requirement. This has improved the condition of our rental housing stock tremendously. TBRA has proved to be a win-win situation for all parties concerned.

► Landlord – The landlords have the assurance that they will receive their rent each month, so they are more willing to make the repairs necessary to bring the house up to a quality standard condition. Now that the landlords know what is expected under the program, they will remedy most, if not all, deficiencies that would cause the property to fail before they call for an inspection.

► Tenant – We have seen many families move out of substandard housing to decent, affordable housing, which they could not afford to do without rental assistance.

► City – Because the house must meet a minimum standard, the housing stock has improved in Independence. Neighborhoods are showing visible signs of improvement, which benefits the City at large.

The families we serve are the lowest of the low income and several of them are there through no fault of their own. They are either so physically, emotionally, or socially deprived they are unable to rise above the barriers which would allow them to overcome their socio-economic situation, or they have found themselves in a temporary situation and just need some positive reinforcement to move beyond their current situation. We have seen many families on the program demonstrate a sincere desire to rise above the conditions they have found themselves in. When they have a decent affordable place to live, this frees them up to use their resources to complete their education or training needed to find a job that will lead them out of the poverty situation. In situations where a person is disabled or has a condition that makes them unemployable, and we know they will need the continued assistance; we assist them in contacting SEK-CAP so they can apply for Section 8 Vouchers. Unfortunately, SEK-CAP doesn't have an open enrolment very often, and we need to continue assistance to our

current tenants. The only alternative for them will be to move back into substandard housing. Even though the rent on these substandard units may be more affordable, the utilities are high due to improper, or no, weatherization and faulty heating and air systems. Many low-income tenants without assistance have their utilities terminated due to non-payment of high utilities. Everyone loses in this situation.

For families (usually single heads-of-household), that do find good jobs and have respectable credit, we refer them to a local lender that works with USDA Rural Development, to make applications for home-ownership for low-income families.

Since we have a higher than state average of elderly families in our community and have many disabled families referred from the local service agencies, we give a priority to the elderly, disabled, homeless and wage earner.

TIMELINE OF ACTIVITIES

As soon as the Housing Authority is notified of the award of HOME TBRA funds, a public notice will be published in the local daily newspaper. Letters will be sent to those families next on the waiting list (the number to be determined by the amount of the grant) to begin the paperwork process. At the appropriate time a public notice will be sent to the local newspaper, letters, and notices to be posted will be sent to the Realtor's Association, the Montgomery County Landlord's Association and local service agencies notifying prospective applicants that enrollment has opened.

Since the IHA has the experience of administering a TBRA program and has all the documents necessary to carry on with the program, we will be able to act quickly qualifying applicants within the first 30 days the contract is signed.

As families move off the program, they will be replaced with families on the waiting list in order of their date of application and preference (elderly, disabled, homeless and wage earners.)

MEASURING SUCCESS

The Independence Housing Authority has successfully assisted three (3) families in obtaining a Section 8 voucher through SEK-CAP during the past year. In addition, one family removed themselves from the need for rental assistance. These are not large numbers, but they are success. IHA does not administer Section 8 vouchers and is reliant on SEK-CAP. When a client appears to be one that will need long term assistance, IHA assists them in contacting SEK-CAP and requesting an application for their Section 8 voucher. SEK-CAP has a great demand for their Section 8 vouchers and has an extremely long waiting list with a limited timeframe that Section 8 applications are taken. IHA posts jobs available through the City and encourages clients to apply, assists clients with contacting the Job Service Office and assists them with filling out employment applications when requested. IHA encourages families that are over-income qualified to contact local financial institutions or Rural Development for applications to become homeowners instead of renters.

The TBRA program continues to be successful. We can measure this by the continued referrals from the various agencies the IHA works with, who ensure a better quality of life for the residents of Independence needing assistance. The local Landlord Association's continued involvement with the program. The City's efforts to continue to pursue additional TBRA grants are a means to assist Independence residents with safe and affordable housing. We know this program does not just help the tenant or the owner, but it creates a trickle down effect, which strengthens the whole City.



INDEPENDENCE HOUSING AUTHORITY VIOLENCE
AGAINST WOMEN ACT (VAWA) POLICY

**PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE,
DATING VIOLENCE, AND STALKING**

The Violence against Women Act of 2005 (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit IHA from denying admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking.

Definitions of key terms used in VAWA are provided below, where general VAWA requirements and policies pertaining to notification, documentation and confidentiality are also located.

I. Purpose and Applicability

Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 and more generally to set forth IHA's policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration of TBRA by the IHA.

II. Definitions

As used in this Policy:

- A. ***Domestic Violence*** – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction."
- B. ***Dating Violence*** – means violence committed by a person—
 - (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship.
 - (ii) The type of relationship.
 - (iii) The frequency of interaction between the persons involved in the relationship.
- C. ***Stalking*** – means –
 - (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
 - (B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
 - (i) that person;



- (ii) a member of the immediate family of that person; or
- (iii) the spouse or intimate partner of that person;

D. *Immediate Family Member* - means, with respect to a person –

- (A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
- (B) any other person living in the household of that person and related to that person by blood or marriage.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

III. Notification

IHA Policy

- A. IHA acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to an apartment, a prior arrest record) that would warrant denial under the IHA's policies. Therefore, if IHA makes a determination to deny assistance to an applicant family, the IHA will include in its notice of denial information about the protection against denial provided by VAWA in accordance with section XV and XVI of the TBRA Administrative Plan and will request that an applicant wishing to claim this protection notify the IHA within 10 business days.
- B. If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, IHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact IHA to dispute the information within that 10-day period, IHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process.

IV. Termination of Tenancy or Assistance

A. VAWA Protections

(A) A tenant may not be denied assistance rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

(B) The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant.

B. Limitations of VAWA Protections

(A) Nothing in the above section limits the authority of the IHA to comply with a court order with respect to the rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking, or the distribution or possession of property among members of a household.



INDEPENDENCE HOUSING AUTHORITY

(B) Nothing in the above section limits any available authority of the IHA to terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking. However, the IHA will not hold to a more demanding standard, a tenant or an affiliated individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

(C) Nothing in the above section limits the authority of the IHA to evict or terminate from assistance any tenant or lawful applicant if:

- i. The IHA can demonstrate an actual and imminent threat to IHA staff administering TBRA; and
- ii. No other actions that could be taken to reduce the threat have been successful, including previously transferring the victim's assistance to a new property.

The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking.

An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be considered as a or good cause for terminating the assistance.

V. Documentation

Verification of Domestic Violence, Dating Violence or Stalking

A. *Requirement for Verification.* For those seeking protection under this Policy, the law allows, but does not require, IHA to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., IHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by IHA. If there is reason to believe that verification is incomplete or inaccurate, the IHA may require additional documentation of the incident(s).

B. Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking can be accomplished in one of the following three ways:

1. *HUD-approved form* - by providing to IHA a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD) and available from IHA, that the individual is a victim of domestic violence, dating violence or stalking; that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator. If there is reason to believe that the certification is incomplete or inaccurate, the IHA may require additional documentation of the incident(s). Such documentation requirement shall not place the victim in danger. As necessary, the IHA shall work with the victim to identify appropriate sources of documentation.
2. *Other documentation* - by providing to IHA documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. A form is available from IHA. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation

must also sign and attest to the documentation under penalty of perjury.



3. *Police or court record* – by providing to IHA a Federal, State, tribal, territorial or local police or court record describing the incident or incidents in question.
- B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by IHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. Time for response will be extended upon a showing of good cause.
- C. *Waiver of verification requirement.* The Executive Director of the IHA may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.
- D. *Perpetrator Documentation*
IHA Policy
If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the unit for which assistance is being paid. Documentation that the perpetrator has successfully completed, or is successfully undergoing, licensed or certified and supervised rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

VI. Confidentiality

- A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to IHA or to a TBRA landlord in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall not be entered in any shared database nor provided to any related entity, except where disclosure is:
 1. requested or consented to by the individual in writing, or
 2. required in connection with termination of TBRA, as permitted in VAWA, or
 3. otherwise required by applicable law.

VII. Portability of assistance

- A. *Portability.* A TBRA recipient will not be denied portability to a unit in another location (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the TBRA program and has moved from the unit in order to protect the health or safety of an individual member of the household who is or has been the victim of domestic violence, dating violence or stalking and who reasonably believes that the



INDEPENDENCE HOUSING AUTHORITY

tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit. Additionally, a TBRA recipient will not be denied portability to a unit in another location (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the TBRA program and has been evicted by the landlord because of domestic violence.

VIII. Court orders

It is IHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by IHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

IX. Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

X. Amendment

This policy may be amended from time to time by IHA as approved by its Executive Director following a 30-day written notice to interested parties.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022

Department Water Sewer

Director Approval John Garris

AGENDA ITEM Consider adopting an ordinance amending City Code Section 106-28 dealing with connections to the water main, service lines, connecting lines, and water meters.

SUMMARY RECOMMENDATION Adopt the ordinance prepared by the City Attorney.

BACKGROUND City Code Section 106-28 does not properly reflect past Water Department practices or previous actions taken with respect to meters currently located in non-standard locations. This change grandfathers in existing non-standard locations but clarifies a boundary for responsibility and liability in keeping with past City practices.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to adopt Ordinance No. 4393 amending City Code Section 106-28 dealing with connections to the water main, service lines, connecting lines, and water meters.

SUPPORTING DOCUMENTS

1. Ordinance 4393 - Connections to the Water Main

ORDINANCE NO. 4393

An Ordinance Amending City Code Section 106-28 Dealing with Connections to the Water Main, Service Lines, Connecting Lines, and Water Meters

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

Section 1. City Code Section 106-28 is amended in its entirety to read as follows:

Sec. 106-28. – Connections to water main.

a. *Water main; service line to meter.* The physical connection to the water main including the tapping of the main, installation of the corporation cock, service line between the water main and meter, curb stop and meter shall only be made by employees of the city's water department. It shall be unlawful for any other person to make any connection to any water main or service line. The service line shall be laid to a point approximately one foot inside the curb line where a curb stop shall be installed along with a meter and box of suitable size. All installations to and including the meter box shall be made by employees of the city's water department, at the expense of the city.

b. *Property owner responsibility.* Installation and subsequent maintenance of the connecting line from the meter box to the property where water service is being provided shall be made at the expense of the property owner either by the property owner himself or by a licensed plumber.

c. *Meter locations grandfathered in.* In the case of a meter having been previously installed in a location other than is provided in subsection a, such as in the basement of a structure, such meter locations are "grandfathered in". In such cases, the city shall have responsibility for maintenance of the service line from the water main to within one foot of the outer wall of the foundation or structure wherein the meter is situated. Maintenance of the service line from within one foot of the outer wall of the foundation or structure into the structure where the service line connects with the meter, as well as all other water lines within the property, shall be the responsibility of property owner.

d. *Relocation of meter grandfathered in.* In the case of a meter having been previously installed in a location other than as provided in subsection a, such as in the basement of a structure, the city may, at its sole option and expense, relocate the meter to a location outside the structure to come into compliance with subsection a of this ordinance, or as nearly as possible. In such event, the city shall be responsible for thereafter installing a connecting line from the relocated meter to within one foot of the outer wall of the foundation of the structure. The property owner shall thereafter be responsible for extending the connecting line into property owner's property to establish water service. After the city has relocated a meter to a location consistent with subsection a, and after the city has initially installed the connecting line to within one foot of the property owner's outer foundation wall or structure, the property owner shall thereafter be solely responsible for maintenance of the entire connecting line from the meter box onto the property owner's property.

e. *Repair, replacement or relocation of meter grandfathered in.* In the event a meter is installed in a location other than as provided in subsection a, such as in the basement of a structure, and in the further event that such meter is in need of repair or replacement, the city shall be responsible for the repair or replacement of such a meter, and at its option, the city relocate the meter as provided in subsection d.

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 23rd day of June, 2022.

DEAN A. HAYSE, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022

Department City Clerk

Director Approval David Schwenker

AGENDA ITEM Consider approving a Cereal Malt Beverage license for the Indy Cruiser event that is being held at the park oval located at 400 Mickey Mantle Way on June 25, 2022.

SUMMARY RECOMMENDATION Approve a Cereal Malt Beverage License for the Indy Cruiser event in the park oval.

BACKGROUND On June 9, 2022 the City Commission authorized food vendors to set up on the Park Oval during the Indy Cruisers' "Cruising for a Cause" event. This event is being sponsored by the Indy Cruisers Motor Club to benefit FORPAZ on June 25, 2022. The event will include a car show, beer garden, and cornhole tournament. In order to have a beer garden they will need a Cereal Malt Beverage license for this special event.

FINANCIAL INFORMATION No budget impact. However, this event is to raise funds for FORPAZ which is an organization dedicated to raising funds for park and zoo capital projects.

SUGGESTED MOTION I move to approve a Cereal Malt Beverage license for Indy Cruisers for their "Cruising for a Cause" event to be held at the park oval on June 25, 2022.

SUPPORTING DOCUMENTS

1. Indy Cruiser

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee, \$ 25.00

No. 6571

DEALER'S RETAIL LICENSE

From 06 25, 2022
Month Day Year

To 06 25, 2022
Month Day Year

To All Whom It May Concern:

License is here by granted to Indy Cruiser *to sell at retail*

CEREAL MALT BEVERAGES

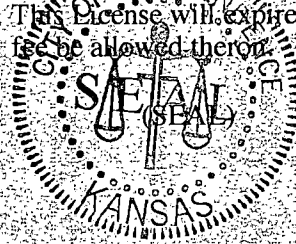
(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 400 Mickey Mantle Way
(Give exact location, with street number, if any.)

in the City of Independence in Montgomery County, Kansas,

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This License will expire June 25, 2022 unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.



Given under our hands and the corporate seal of said City, this _____
day of _____,

Countersigned:

Mayor

City Treasurer

City Clerk

Form B-373-82236



Kansas Department of Revenue
Alcoholic Beverage Control Division
915 S.W. Harrison Street, Room 214
Topeka, KS 66625-3512
Phone: 785-296-7015 Fax: 785-296-7185

TEMPORARY PERMIT APPLICATION AND AGREEMENT

Event Type: ☐ Charitable Auction ☐ On-Premise Temporary Permit ☐ Porcelain Container ☒ Special Event Permit*

*A special event is held on public streets, alleys, roads, sidewalks or highways when a temporary permit has been issued pursuant to K.S.A. 41-2645 for such special event. Such special event must be approved, by ordinance or resolution, by the local governing body of any city, county or township where such special event is being held. No alcoholic liquor may be consumed inside vehicles while on public streets, alleys, roads or highways at any such special event. The permit may be issued for up to 30 consecutive days, with the Director's approval.

Event Length: ☒ 1 Day Permit - \$25 ☐ 2 Day Permit - \$50 ☐ 3 Day Permit - \$75
☐ Special Event Only - Number of Consecutive days (up to 30): _____ X \$25 per day = \$ _____ Total Due

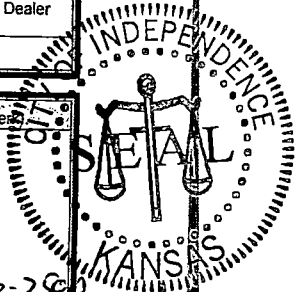
Special Event Only: ☒ Resolution or Ordinance attached

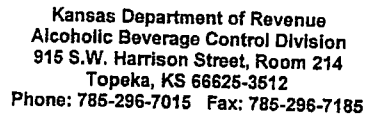
SECTION 1 - APPLICANT INFORMATION:			
Entity Type: ☐ Corporation ☐ Individual ☒ Organization ☐ Partnership ☐ Association ☐ Other: _____			
Have you previously applied for a temporary permit this calendar year? ☒ No ☐ Yes, I have had _____ temporary permits this calendar year.			
Individual Applicant or Organization Name <u>Indy Cruisers</u>			
Contact Person	<u>Mark Ferrell</u>	Phone <u>620-331-9229</u>	Fax _____
Mailing Address	<u>5023 HWY 75</u>	City <u>Independence</u>	County <u>MO</u> Zip Code <u>67301</u>
DESIGNATED PERSON			
Designated Person Name		Date of Birth	Social Security Number
Phone		Email Address	

SECTION 2 - EVENT INFORMATION: (You may have up to three consecutive days per permit. Special events may be up to 30 days)			
Purpose for which the proceeds from this event will be used: <u>Donated to FORPAZ</u>			
Does this location have a state issued liquor license or a Cereal Malt Beverage License? ☐ Yes ☒ No			
Event Location Address <u>400 Mickey Mantle</u> City <u>Independence</u> County <u>MO</u> Zip Code <u>67301</u>			
Date of Event	From Time	To Time	
<u>6/25/2022</u>	<u>10:00</u>	<u>2:00</u>	☒ AM ☐ PM
Date of Event	From Time	To Time	
			☐ AM ☐ PM
Date of Event	From Time	To Time	
			☐ AM ☐ PM

SECTION 3 - PURCHASE INFORMATION: (Complete information below to indicate where you are purchasing liquor)		
Kansas Retailer DBA Name	Kansas Retailer License No.	Retailer's Federal Wholesale Liquor Dealer Permit No.
Kansas Farm Winery DBA Name	Kansas Farm Winery License No.	

SECTION 4 - CERTIFICATE OF CITY, TOWNSHIP OR COUNTY CLERK: (Completed by the clerk)	
I HEREBY CERTIFY THAT THE LOCATION DESCRIBED ABOVE IN SECTION 2 IS: (check one box in each section):	
CITY LIMITS: ☒ Inside the incorporated city limits ☐ Outside the city limits	
ZONING: ☒ within an area that complies with all applicable zoning regulations required by K.S.A. 41-710	
☐ located outside an incorporated city, in a township or county that is not zoned	
LOCATION: ☐ government property ☐ private property ☒ public property ☐ CMB licensed premise	
I declare under penalties of perjury that to the best of my knowledge and belief that Section 4 is true, correct and complete.	
CLERK SIGNATURE <u>David Schwenker</u>	DATE <u>6/9/2022</u> PHONE <u>620-332-2506</u>
PRINTED NAME <u>DAVID SCHWENKER</u>	☒ City Clerk ☐ Township Clerk ☐ County Clerk







Kansas Department of Revenue
Alcoholic Beverage Control Division
915 S.W. Harrison Street, Room 214
Topeka, KS 66625-3512
Phone: 785-296-7015 Fax: 785-296-7185

Applicant or Organization Name Mark Ferrell / Envy Cruisers Event Date(s) 6/25/2022

The above named applicant or organization, does hereby make application for a Temporary Permit to sell alcoholic liquor on the specified date(s) and location. In making this application, the above named applicant agrees that:

- They will display the Temporary Permit at the event entrance along with the name of the designated person of the organization who is in charge, a diagram of the premises covered by the permit; and, if a special event, they must include names of all drinking establishments who have elected to extend their licensed premises into the event.
- They will not allow anyone under the age of 21 to possess, purchase or consume alcoholic liquor and understand that administrative and/or criminal penalty may result from allowing anyone under the age of 21 to possess or consume alcoholic liquor.
- They will not deny immediate entry and inspection by the Alcoholic Beverage Control agents or other law enforcement officers.
- On-Premise applicants must purchase their alcoholic liquor from a licensed Kansas Retailer who possesses a Federal Wholesale Liquor Dealer permit or from a licensed Kansas Farm Winery.
- On-Premise applicants will retain sales receipts from the Kansas Retailer or Kansas Farm Winery for at least one year.
- On-Premise applicants will not sell alcoholic liquor for less than the purchase price or for less than the price charged for that drink to all other persons on that day.
- On-Premise applicants will complete and submit their Business Tax Application and collect Liquor Drink tax, file the Liquor Drink tax return and remit the tax due by the 25th of the following month.
- On-Premise applicants will not allow consumption of alcoholic liquor between the hours of 2:00 a.m. and 9:00 a.m.
- They will comply with applicable city and county laws; and, with all the provisions of the Kansas Liquor Control Act, Club and Drinking Establishment Act and the Rules and Regulations promulgated thereunder.

Authorized Signature _____

Date _____

Printed Name _____

Printed Title _____

ABC Office Use Only:

☐ PERMIT FEE ENCLOSED	Amount \$ _____	Associate: _____	Date _____
☐ APPROVED	Date: _____	Associate: _____	Permit # _____
☐ DENIED	Date _____	Associate: _____	☐ Denial Letter Sent Date _____





**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022**

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider condemnation of 1010 West Myrtle Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City staff recommends condemnation as dangerous and unsafe

BACKGROUND The residence at 1010 W. Myrtle was initially started in the condemnation process on June 25, 2020. The residence has changed owners several times and now belongs to Chris Linker. The Building Department last had no contact with Chris. There has been no progress or work done on the structure and the residence has been without utilities for more than 10-years.

FINANCIAL INFORMATION The cost of demolition if the owner fails to commence repair or removal of the structure.

SUGGESTED MOTION I move to condemn the structures at 1010 West Myrtle Street as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. Resolution 2022-025 - 1010 West Myrtle Street
2. 1010 W. Myrtle - Letter
3. Parcel Ownership Information
4. Photo 1
5. Photo 2
6. Photo 3

RESOLUTION NO. 2022-025

A RESOLUTION FINDING THAT THE STRUCTURE, OR STRUCTURES, LOCATED ON THE FOLLOWING TRACT/PARCEL IN THE CITY OF INDEPENDENCE, MONTGOMERY COUNTY, KANSAS, IS UNSAFE AND DANGEROUS AND ORDERED CONDEMNED AND DIRECTING SAID STRUCTURE, OR STRUCTURES, TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE. SAID REPAIR OR REMOVAL WILL COMMENCE WITHIN **30 DAYS** OF THE PUBLICATION OF THIS RESOLUTION.

Legal Description

Lot 9 and West 3' of Lot 10 Block 4, of the Concannons Addition to the City of Independence, Montgomery County, Kansas

Common Address

1010 W Myrtle Street

Mortgage

Morning Star Management, LLC

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 14th day of April, 2022, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2022—009**, dated **April 14, 2022**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **April 20, 2022 and April 27, 2022**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

NOW, THEREFORE, be it resolved by the Governing Body of the City of Independence, Kansas:

The said governing body hereby finds that the structure, or structures, located on the following described tract/parcel in the City of Independence, Montgomery County, Kansas:

Legal Description

Lot 9 and West 3' of Lot 10 Block 4, of the Concannons Addition to the City of Independence, Montgomery County, Kansas

Common Address

1010 W Myrtle Street

Mortgage

Morning Star Management, LLC

Is unsafe and dangerous and constitutes a blight and therefore should be and is hereby condemned and it is hereby directed that such structure, or structures, be repaired or removed and the premises made safe and secure. The owner of the structure, or structures, is hereby given **30 days** from the publication of this resolution within which to commence such repair or removal and the premises made safe and secure. If the owner of such structure, or structures fails to diligently prosecute the same until the work is completed, said governing body will cause the structure, or structures, to be razed and removed, in order to make the premises safe and secure.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and a copy mailed to the owner, his or her agent, lien holders and occupants as provided by law and a copy of said resolution shall be filed with the Montgomery County Register of Deeds.

Adopted this 23rd day of June, 2022.

(SEAL)

Mayor

City Clerk



March 27, 2022

Chris Linker
116 W. Myrtle
Independence, Kansas

Dear Sir:

I am writing to inform you that the City of Independence will be asking the Commission on April 14, 2022, to set a Public Hearing on June 23, 2022, at 5:30 p.m. The Public Hearing will be to consider condemnation of the property as dangerous and unsafe at 1010 W. Myrtle.

Please feel free to contact me by calling 620-205-7166 or by email at bldginspector@independenceks.gov.

Thank You,

David Cowan, Building Inspector
City of Independence Kansas

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The Parcel Number for this Property is 063-087-36-0-10-07-010.00-0
Quick Ref ID: 3768

Owner Information

Owner Name	LINKER, CHRISTOPHER SR & CRYSTAL
Address	116 W MYRTLE ST INDEPENDENCE, KS 67301

Property Situs Address

Address	1010 W MYRTLE ST, Independence, KS 67301
----------------	--

Land Based Classification System

Function	Single family residence (detached)
Activity	Household activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	1
Zoning	
Neighborhood	108.F
Tax Unit Group	108

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1 Alley - 7
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2022 Appraised Value

Class	Land	Building	Total
Residential - R	1,320	1,580	2,900
Total	1,320	1,580	2,900

2021 Appraised Value

Class	Land	Building	Total
Residential - R	2,010	1,500	3,510
Total	2,010	1,500	3,510

Tract Description

CONCANNONS ADD, S36, T32, R15, LOT 9; W 3' LOT 10 BLK 4; Lot Width: 053.0 Lot Depth: 140.0 Plat Book/Page 1 /8 Deed Book/Page 702 /960
 696 /1174 694 /629 688 /1483 657 /635 653 /1362 526 /144 373 /108

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
702	960	696	1174	694	629	688	1483

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	vacant- 2	7420										1,320

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	UN Dwelling (shed)
Quality	AV-	Bsmt Type	Crawl - 2
Year Built	1920	Total Rooms	9
Eff Year		Bedrooms	4
MS Style	Two Story	Family Rooms	1
LBCSStruct	Detached SFR unit	Full Baths	2
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	1,784	Foundation	Stone - 4
Main Floor Living Area	892		
Upper Floor Living Area Pct.	100		
CDU	UN		
Phys/Func/Econ	UN/ /		
Ovr Pct Gd/RCN	/158,040		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components

Code	Units	Pct	Quality	Year
Wall Furnace		100		
Raised Slab Porch (SF) with Roof	112			
Enclosed Wood Deck (SF), Screened Walls	112			
Frame, Siding/Shingle		100		
Composition Shingle		100		
Raised Subfloor (% or SF)		100		
Plumbing Fixtures (#)	8			
Plumbing Rough-ins (#)	1			
Single 2-Story Fireplace (#)	1			
Automatic Floor Cover Allowance				

Building Improvements

Id	Occupancy	MSCls	Rank	Qty	Yr Bld	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	ClS	RCN	%Gd	Value
79	Tool Shed	D	1.00	1	1920			400	80	8	20 X 20	1	0	0					4,080	0	0

Building Improvement Components

Id	Code	Units	Pct	Size	Other	Rank	Year
79	Single -Wall-Boards on Wood		100				

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**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022**

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider condemnation of 1020 West Myrtle Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City staff recommends condemnation as dangerous and unsafe

BACKGROUND The residence at 1020 West Myrtle Street was started in the condemnation process on June 25, 2020. The residence has had several owners and now belongs to Chris Linker. The property last had utilities in 2010 and is in a state of disrepair and considered dangerous and unsafe.

FINANCIAL INFORMATION The cost of demolition if the owner fails to commence repair or removal of the structure

SUGGESTED MOTION I move to condemn 1020 West Myrtle Street as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. Resolution 2022-026 - 1020 West Myrtle Street
2. 1020 W. Myrtle - Notice of Public Hearing - June 23, 2022
3. Parcel Ownership Information
4. Photo 1
5. Photo 2
6. Photo 3
7. Photo 4

RESOLUTION NO. 2022-026

A RESOLUTION FINDING THAT THE STRUCTURE, OR STRUCTURES, LOCATED ON THE FOLLOWING TRACT/PARCEL IN THE CITY OF INDEPENDENCE, MONTGOMERY COUNTY, KANSAS, IS UNSAFE AND DANGEROUS AND ORDERED CONDEMNED AND DIRECTING SAID STRUCTURE, OR STRUCTURES, TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE. SAID REPAIR OR REMOVAL WILL COMMENCE WITHIN **30 DAYS** OF THE PUBLICATION OF THIS RESOLUTION.

Legal Description

South 92' of Lot 7 Block 4, of the Concannons Addition to the City of Independence, Montgomery County, Kansas

Common Address

1020 W Myrtle Street

Mortgage

Morning Star Management, LLC

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 14th day of April, 2022, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2022—010**, dated **April 14, 2022**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **April 20, 2022 and April 27, 2022**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

NOW, THEREFORE, be it resolved by the Governing Body of the City of Independence, Kansas:

The said governing body hereby finds that the structure, or structures, located on the following described tract/parcel in the City of Independence, Montgomery County, Kansas:

Legal Description

South 92' of Lot 7 Block 4, of the Concannons Addition to the City of Independence, Montgomery County, Kansas

Common Address

1020 W Myrtle Street

Mortgage

Morning Star Management, LLC

Is unsafe and dangerous and constitutes a blight and therefore should be and is hereby condemned and it is hereby directed that such structure, or structures, be repaired or removed and the premises made safe and secure. The owner of the structure, or structures, is hereby given **30 days** from the publication of this resolution within which to commence such repair or removal and the premises made safe and secure. If the owner of such structure, or structures fails to diligently prosecute the same until the work is completed, said governing body will cause the structure, or structures, to be razed and removed, in order to make the premises safe and secure.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and a copy mailed to the owner, his or her agent, lien holders and occupants as provided by law and a copy of said resolution shall be filed with the Montgomery County Register of Deeds.

Adopted this 23rd day of June, 2022.

(SEAL)

Mayor

City Clerk



June 12, 2022

Chris Linker
116 W. Myrtle
Independence, Kansas

Dear Sir:

I am writing to inform you that the City of Independence will be holding a Public Hearing on June 23, 2022, at 5:30 p.m. The Public Hearing will be to consider condemnation of the property as dangerous and unsafe at 1020 W. Myrtle.

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

Thank You,

David Cowan, Building Inspector
City of Independence Kansas

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The Parcel Number for this Property is 063-087-36-0-10-07-008.00-0
Quick Ref ID: 3766

Owner Information

Owner Name	LINKER, CHRISTOPHER SR & CRYSTAL
Address	116 W MYRTLE ST INDEPENDENCE, KS 67301

Property Situs Address

Address	1020 W MYRTLE ST, Independence, KS 67301
----------------	--

Land Based Classification System

Function	Duplex
Activity	Household activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	1
Zoning	
Neighborhood	108.F
Tax Unit Group	108

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1 Alley - 7
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2022 Appraised Value

Class	Land	Building	Total
Residential - R	3,560	30	3,590
Total	3,560	30	3,590

2021 Appraised Value

Class	Land	Building	Total
Residential - R	1,610	1,510	3,120
Total	1,610	1,510	3,120

Tract Description

CONCANNONS ADD, S36, T32, R15, 3412 SQUARE FEET, S 92' LOT 7 BLK 4; Lot Width: 080.0 Lot Depth: 050.0 Plat Book/Page 1 /8 Deed Book/Page 702 /960 676 /575 649 /1487 648 /1088 608 /1388 561 /423 545 /400 533 /170 376 /408 321 /386

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
702	960	676	575	649	1487	648	1088

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	3412										3,560

Dwelling Information

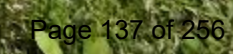
Dwelling Information		Comp Sales Information	
Res Type	Town House, End Unit	Arch Style	UN Dwelling (shed)
Quality	AV-	Bsmt Type	Partial - 3
Year Built	1925	Total Rooms	8
Eff Year		Bedrooms	4
MS Style		Family Rooms	
LBCSStruct	2 units (duplex)	Full Baths	2
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	2,023	Foundation	Stone - 4
Main Floor Living Area	1,032		
Upper Floor Living Area Pct.	96		
CDU	UN		
Phys/Func/Econ	UN/ /		
Ovr Pct Gd/RCN	/167,600		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components				
Code	Units	Pct	Quality	Year
Wall Furnace		100		
Wood Deck (SF) with Roof	432			
Enclosed Wood Deck (SF), Solid Wall	105			
Frame, Siding, Wood		100		
Composition Shingle		100		
Total Basement Area (SF)	441			

Raised Subfloor (% or SF)		100		
Plumbing Fixtures (#)	10			
Plumbing Rough-ins (#)	1			
Automatic Floor Cover Allowance				

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**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022**

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider condemnation of 1102 West Myrtle Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City staff recommend condemnation as dangerous and unsafe

BACKGROUND The residence located at 1102 West Myrtle is vacant and in a state of disrepair. The residence is unsecured, windows missing and a large second-story window has fallen into the structure. The building department has had no contact from the owner. The owner has been notified of the Public Hearing.

FINANCIAL INFORMATION The cost of demolition if the owner fails to commence repair or removal of the structure

SUGGESTED MOTION I move to condemn 1102 W. Myrtle as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. Resolution 2022-027 - 1102 West Myrtle Street
2. 1102 W. Myrtle - Public Hearing Letter
3. Parcel Ownership Information
4. Photo 1
5. Photo 2
6. Photo 3
7. Photo 4

RESOLUTION NO. 2022-027

A RESOLUTION FINDING THAT THE STRUCTURE, OR STRUCTURES, LOCATED ON THE FOLLOWING TRACT/PARCEL IN THE CITY OF INDEPENDENCE, MONTGOMERY COUNTY, KANSAS, IS UNSAFE AND DANGEROUS AND ORDERED CONDEMNED AND DIRECTING SAID STRUCTURE, OR STRUCTURES, TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE. SAID REPAIR OR REMOVAL WILL COMMENCE WITHIN **30 DAYS** OF THE PUBLICATION OF THIS RESOLUTION.

Legal Description

Lot 19, of the McLaughlin Addition to the City of Independence, Montgomery County, Kansas

Common Address

1102 W Myrtle Street

Mortgage

Home State Bank, Longton

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 14th day of April, 2022, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2022—011**, dated **April 14, 2022**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **April 20, 2022 and April 27, 2022**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

NOW, THEREFORE, be it resolved by the Governing Body of the City of Independence, Kansas:

The said governing body hereby finds that the structure, or structures, located on the following described tract/parcel in the City of Independence, Montgomery County, Kansas:

Legal Description

Lot 19, of the McLaughlin Addition to the City of Independence, Montgomery County, Kansas

Common Address

1102 W Myrtle Street

Mortgage

Home State Bank, Longton

Is unsafe and dangerous and constitutes a blight and therefore should be and is hereby condemned and it is hereby directed that such structure, or structures, be repaired or removed and the premises made safe and secure. The owner of the structure, or structures, is hereby given **30 days** from the publication of this resolution within which to commence such repair or removal and the premises made safe and secure. If the owner of such structure, or structures fails to diligently prosecute the same until the work is completed, said governing body will cause the structure, or structures, to be razed and removed, in order to make the premises safe and secure.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and a copy mailed to the owner, his or her agent, lien holders and occupants as provided by law and a copy of said resolution shall be filed with the Montgomery County Register of Deeds.

Adopted this 23rd day of June, 2022.

(SEAL)

Mayor

City Clerk



June 12, 2022

William Edwards
1102 W. Myrtle
Independence, Ks. 67301

Dear Sir:

I am writing to inform you that the City of Independence will be holding a Public Hearing on June 23, 2022, at 5:30 p.m. The Public Hearing will be to consider condemnation of the property as dangerous and unsafe at 1102 W. Myrtle.

The City Commission meetings are held at 410 N. Penn Ave, Memorial Hall Civic Center.

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

Thank You,
David Cowan

David Cowan, Building Inspector
City of Independence Kansas

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The Parcel Number for this Property is 063-087-36-0-20-01-012.00-0
Quick Ref ID: 4193

Owner Information

Owner Name	EDWARDS, WILLIAM, Sr
Address	1102 W MYRTLE INDEPENDENCE, KS 67301

Property Situs Address

Address	1102 W MYRTLE ST, Independence, KS 67301
----------------	--

Land Based Classification System

Function	Duplex
Activity	Household activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	2
Zoning	
Neighborhood	108.F
Tax Unit Group	108

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1 Alley - 7
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2022 Appraised Value

Class	Land	Building	Total
Residential - R	4,210	240	4,450
Total	4,210	240	4,450

2021 Appraised Value

Class	Land	Building	Total
Residential - R	2,830	1,040	3,870
Total	2,830	1,040	3,870

Tract Description

MCLAUGHLIN ADD, S36, T32, R15, Lot 19, LOT WIDTH: 140.0 LOT DEPTH: 050.0 Plat Book/Page 4 /28 Deed Book/Page 631 /848 630 /1249 533 /170 329 /488

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
631	848	630	1249	607	1114	631	848

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	7000										4,210

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Town House, End Unit	Arch Style	UN Dwelling (shed)
Quality	AV	Bsmt Type	Crawl - 2
Year Built	1870	Total Rooms	6
Eff Year		Bedrooms	3
MS Style		Family Rooms	
LBCS Struct	2 units (duplex)	Full Baths	2
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	1,365	Foundation	Block - 3
Main Floor Living Area	738		
Upper Floor Living Area Pct.	85		
CDU	UN		
Phys/Func/Econ	UN/ /		
Ovr Pct Gd/RCN	/114,650		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components

Code	Units	Pct	Quality	Year
Enclosed Wood Deck (SF), Solid Wall	220			
Raised Slab Porch (SF) with Roof	88			
Frame, Siding/Shingle		100		
Composition Shingle		100		
Raised Subfloor (% or SF)		100		
Wall Furnace		100		
Plumbing Fixtures (#)	10			
Plumbing Rough-ins (#)	1			
Automatic Floor Cover Allowance				

Building Improvements

Id	Occupancy	MSCIs	Rank	Qty	Yr BIt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
52	Tool Shed	D	1.00	1	1940			324	72	8	18 X 18	1	0	0					3,440	0	0

Building Improvement Components

Id	Code	Units	Pct	Size	Other	Rank	Year
52	Single -Wall-Boards on Wood		100				

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**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022**

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider condemnation of 1809 N. 9th Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends condemnation

BACKGROUND The City Building Department has received numerous complaints about the condition of this structure, rodent and bug infestation, and smells coming from the residence. The owner of the property is deceased and the property last had City utilities in 2014. The property owner's son has been contacted and has no interest in the property. Carl Williams AKA Carl Christlieb relocated into the structure after the death of the owner and after the trailer he was occupying on S. 24th Street was fire damaged. Mr. Williams has sent emails threatening City Staff if we proceed with the condemnation and has a past history of threatening emails to the utility department. Mr. Williams is aware that we are proceeding with condemnation of this structure.

FINANCIAL INFORMATION The cost of demolition if the owner does not commence repair or removal of the structure.

SUGGESTED MOTION I move to condemn 1809 N. 9th Street as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. Pic 1
2. Pic 2
3. Pic 3
4. Pic 4
5. 1809 N. 9th - Jack Sullivan - Public Hearing 06122022
6. 1809 N. 9th - Parcel
7. RESOLUTION 2022-028 - CONDEMNATION - DAYS - 1809 N 9th











June 12, 2022

Jack Sullivan
6440 S. Hale St.
Wichita, Ks. 67217-5930

Dear Mr. Sullivan:

I am writing to inform you that the City of Independence will be holding a Public Hearing on June 23, 2022, at 5:30 p.m. The Public Hearing will be to consider condemnation of the property as dangerous and unsafe at 1809 N. 9th Street.

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

Thank You,

David Cowan, Assistant City Mgr.
Building Inspector
City of Independence Kansas

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The Parcel Number for this Property is 063-094-19-0-30-09-006.00-0
Quick Ref ID: 5273

Owner Information

Owner Name	SULLIVAN, C CHARLES
Address	1809 N 9TH ST INDEPENDENCE, KS 67301

Property Situs Address

Address	1809 N 9TH ST, Independence, KS 67301
----------------	---------------------------------------

Land Based Classification System

Function	Single family residence (detached)
Activity	Household activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	1
Zoning	
Neighborhood	108.A
Tax Unit Group	108

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1 Alley - 7
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2022 Appraised Value

Class	Land	Building	Total
Residential - R	11,370	7,610	18,980
Total	11,370	7,610	18,980

Tract Description

HIGHLAND PARK NO 2, S19, T32, R16, LOT 9; S/2 LOT 10 BLK 6; Lot Width: 050.0 Lot Depth: 140.0 Plat Book/Page A /40 Deed Book/Page 687 /750 684 /1132 645 /1134 636 /379 367 /070

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
687	750	684	1132	636	379	645	1134

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	9216										11,370

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Bungalow
Quality	LO+	Bsmt Type	Crawl - 2
Year Built	1945	Total Rooms	4
Eff Year		Bedrooms	2
MS Style	One Story	Family Rooms	
LBCSStruct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	1,107	Foundation	Concrete - 2
Main Floor Living Area	1,107		
Upper Floor Living Area Pct.			
CDU	PR-		
Phys/Func/Econ	PR/ /		
Ovr Pct Gd/RCN	/95,110		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components

Code	Units	Pct	Quality	Year
Wood Deck (SF) with Roof	45			
Frame, Siding/Shingle		100		
Composition Shingle		100		
Raised Subfloor (% or SF)		100		
Wall Furnace		100		
Plumbing Fixtures (#)	5			
Plumbing Rough-ins (#)	1			
Automatic Floor Cover Allowance				
Enclosed Wood Deck (SF), Solid Wall	95			
Wood Deck (SF)	80		2	2011

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RESOLUTION NO. 2022-028

A RESOLUTION FINDING THAT THE STRUCTURE, OR STRUCTURES, LOCATED ON THE FOLLOWING TRACT/PARCEL IN THE CITY OF INDEPENDENCE, MONTGOMERY COUNTY, KANSAS, IS UNSAFE AND DANGEROUS AND ORDERED CONDEMNED AND DIRECTING SAID STRUCTURE, OR STRUCTURES, TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE. SAID REPAIR OR REMOVAL WILL COMMENCE WITHIN **30 DAYS** OF THE PUBLICATION OF THIS RESOLUTION.

Legal Description

Lot 9 and the South 2' of Lot 10 Block 6, of the Highland Park No. 2 Addition to the City of Independence, Montgomery County, Kansas

Common Address

1809 N 9th Street

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 14th day of April, 2022, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2022—011**, dated **April 14, 2022**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **April 20, 2022 and April 27, 2022**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

NOW, THEREFORE, be it resolved by the Governing Body of the City of Independence, Kansas:

The said governing body hereby finds that the structure, or structures, located on the following described tract/parcel in the City of Independence, Montgomery County, Kansas:

Legal Description

Lot 9 and the South 2' of Lot 10 Block 6, of the Highland Park No. 2 Addition to the City of Independence, Montgomery County, Kansas

Common Address

1809 N 9th Street

Mortgage

Is unsafe and dangerous and constitutes a blight and therefore should be and is hereby condemned and it is hereby directed that such structure, or structures, be repaired or removed and the premises made safe and secure. The owner of the structure, or structures, is hereby given **30 days** from the publication of this resolution within which to commence such repair or removal and the premises made safe and secure. If the owner of such structure, or structures fails to diligently prosecute the same until the work is completed, said governing body will cause the structure, or structures, to be razed and removed, in order to make the premises safe and secure.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and a copy mailed to the owner, his or her agent, lien holders and occupants as provided by law and a copy of said resolution shall be filed with the Montgomery County Register of Deeds.

Adopted this 23rd day of June, 2022.

(SEAL)

Mayor

City Clerk



REQUEST FOR COMMISSION ACTION CITY OF INDEPENDENCE

June 23, 2022

Department Housing

Director Approval CYNTHIA NUTT

AGENDA ITEM Consider a request from the Housing Authority to authorize the sale of properties located at 401 and 405 South 6th and 500, 504, and 512 South Penn to Shane and Maggie Harris.

SUMMARY RECOMMENDATION Approve the sale of 401 and 405 South 6th and 500,504, and 512 South Penn to Shane and Maggie Harris.

BACKGROUND The Independence Housing Authority purchased and the City has ownership of five vacant lots for the purpose of future housing development. These lots were purchased by the Housing Authority as a group purchase in order to obtain the lots at 400, 404, and 408 South Penn for the development of Wesley Park. The Housing Authority cannot own property which is why the lots are in the City's name.

FINANCIAL INFORMATION This will not have a financial impact on the City's budget.

SUGGESTED MOTION I authorized the sale of five vacant lots located at 401 and 405 South 6th and 500,504, and 512 South Penn to Shane and Maggie Harris.

SUPPORTING DOCUMENTS

1. IHA-deed-Harris-
2. 2022.06-08 Mortgage-Harris-4-5 Mortgage
3. 2022.06-08-City-Harris - Contract
4. 2022.06-08 Mortgage-Harris-1-2-3 Mortgage

KANSAS WARRANTY DEED

THE GRANTOR,

CITY OF INDEPENDENCE, KANSAS, a municipal corporation

hereby WARRANTS and CONVEYS to

SHANE M. HARRIS and MAGGIE K. HARRIS, husband and wife

as joint tenants with right of survivorship and not as tenants in common, all of its right, title and interest in the following described real estate, situated in the County of Montgomery and State of Kansas, to-wit:

Tract 1:

Commencing at the NW corner of Out Lot 24, City of Independence, running South 72 feet, East 140 feet, North 72 feet, West 140 feet to point of beginning, Montgomery County, Kansas (commonly known as 500 South Penn, Independence, Kansas)

Tract 2:

The W/2 of Out Lot 24, City of Independence, except the South 50 feet and except the North 72 feet, Montgomery County, Kansas (commonly known as 504 South Penn, Independence, Montgomery County, Kansas)

Tract 3:

Commencing at the SW corner of Out Lot 24, City of Independence, thence East 140 feet, North 50 feet, West 140 feet, South 50 feet to point of beginning, Montgomery County, Kansas (commonly known as 512 South Penn, Independence, Kansas)

Tract 4:

Lot 1, Block 91, Original City of Independence, Montgomery County, Kansas (commonly known as 401 South 6th, Independence, Kansas)

Tract 5:

Lot 2, Block 91, Original City of Independence, Montgomery County, Kansas (commonly known as 405 South 6th, Independence, Kansas)

for the sum of One Dollar (\$1.00) and other good and valuable consideration.

Dated _____, 2022.

CITY OF INDEPENDENCE, KANSAS

By: _____
DEAN A. HAYSE, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

STATE OF KANSAS, COUNTY OF MONTGOMERY, ss:

BE IT REMEMBERED, That on this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared DEAN A. HAYSE, Mayor, and DAVID W. SCHWENKER, City Clerk, of **CITY OF INDEPENDENCE, KANSAS**, a municipal corporation, and who is personally known to me to be the same persons who executed, as such representatives, the above and foregoing instrument of writing on behalf of **CITY OF INDEPENDENCE**, and such persons acknowledged the execution of the same to be the act and deed of said corporation.

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

NOTARY PUBLIC

Term expires:

----- Space Above This Line for Recording Data -----

MORTGAGE

1. DATE AND PARTIES. The effective date of this Mortgage (Security Instrument) is _____, **2022**, and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

Shane M. Harris and Maggie K. Harris, husband and wife

LENDER:

City of Independence, Kansas, a municipal corporation
811 West Laurel
Independence, KS 67301

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, mortgages and warrants to Lender the following described property:

Tract 4:

Lot 1, Block 91, Original City of Independence, Montgomery County, Kansas (commonly known as 401 South 6th, Independence, Kansas)

Tract 5:

Lot 2, Block 91, Original City of Independence, Montgomery County, Kansas (commonly known as 405 South 6th, Independence, Kansas)

The property is located in **Montgomery County, Kansas**, at addresses indicated above, Independence, Kansas
(Address) (City)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

(1 of 5)

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed **\$22,140.00**. This limitation of amount does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. The limitation is for the purposes set forth in K.S.A. ' 58-2336 and ' 79-3102.

4. SECURED DEBT. The debt incurred under the terms of the Real Estate Sales Agreement dated June ____, 2022, entered into between the parties, plus all extensions, renewals, modifications or substitutions thereof.

5. PAYMENTS. [THIS SECTION LEFT INTENTIONALLY BLANK]

6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. PRIOR SECURITY INTERESTS. [THIS SECTION LEFT INTENTIONALLY BLANK]

8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the Lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. DUE ON SALE OR ENCUMBRANCE. [THIS SECTION LEFT INTENTIONALLY BLANK]

10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (all referred to as Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases); and rents, issues and profits (all referred to as Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default.

(2 of 5)

Upon default, Mortgagor will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.

13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

14. DEFAULT. Mortgagor will be in default if it fails to meet all terms and conditions of the Real Estate Sales Agreement entered into between the parties.

15. REMEDIES ON DEFAULT. The remedies available to Mortgagee upon default are as specified in the Real Estate Sales Agreement entered into between the parties.

16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all reasonable costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount includes, but is not limited to, collection agency fees or attorneys' fees and other legal costs and expenses. This Security Instrument shall remain in effect until released.

17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means.

(3 of 5)

Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. INSURANCE. [THIS SECTION LEFT INTENTIONALLY BLANK]

20. ESCROW FOR TAXES AND INSURANCE. [THIS SECTION LEFT INTENTIONALLY BLANK]

21. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. [THIS SECTION LEFT INTENTIONALLY BLANK]

22. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

23. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

24. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

25. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

26. OTHER TERMS. [THIS SECTION LEFT INTENTIONALLY BLANK]

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

SHANE M. HARRIS

MAGGIE K. HARRIS

(4 of 5)

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF MONTGOMERY } ss.

This instrument was acknowledged before me this _____ day of _____, 2022, by **Shane M. Harris and Maggie K. Harris, husband and wife.**

(Notary Public)

Term expires:

(5 of 5)

REAL ESTATE SALES AGREEMENT

This Agreement is entered into by and between the **City of Independence, Kansas**, a municipal corporation, hereafter SELLER, and **Shane M. Harris and Maggie K. Harris**, husband and wife, hereafter referred to as BUYER.

Whereas, The Independence Housing Authority of the City of Independence acquired the following described real estate which is now titled under the name of SELLER:

Tract 1:

Commencing at the NW corner of Out Lot 24, City of Independence, running South 72 feet, East 140 feet, North 72 feet, West 140 feet to point of beginning, Montgomery County, Kansas (commonly known as 500 South Penn, Independence, Kansas)

Tract 2:

The W/2 of Out Lot 24, City of Independence, except the South 50 feet and except the North 72 feet, Montgomery County, Kansas (commonly known as 504 South Penn, Independence, Montgomery County, Kansas)

Tract 3:

Commencing at the SW corner of Out Lot 24, City of Independence, thence East 140 feet, North 50 feet, West 140 feet, South 50 feet to point of beginning, Montgomery County, Kansas (commonly known as 512 South Penn, Independence, Kansas)

Tract 4:

Lot 1, Block 91, Original City of Independence, Montgomery County, Kansas (commonly known as 401 South 6th, Independence, Kansas)

Tract 5:

Lot 2, Block 91, Original City of Independence, Montgomery County, Kansas (commonly known as 405 South 6th, Independence, Kansas)

And Whereas, all five (5) tracts are vacant and in need of development.

And Whereas, BUYER is desirous of developing the vacant lots owned by SELLER.

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

1. **Property.** SELLER, in consideration of the covenants and agreements of BUYER hereinafter contained, agrees to sell and convey unto BUYER, and BUYER agrees to purchase from SELLER the five (5) tracts of land hereinabove described.

2. **Purchase Price.** BUYER shall pay SELLER the agreed purchase price of \$14,010.00 combined total for Tracts 1, 2 and 3. BUYER shall pay SELLER the agreed purchase of \$22,140.00 combined total for Tracts 4 and 5. SELLER shall finance the sales price with BUYER by taking a mortgage on each of the properties in the amount specified above, subject to the additional terms and conditions hereinafter set forth.

3. **Forgiveness.**

a. **Tracts 4 and 5:** BUYER agrees to construct a single family residence on Tract 4 and a single family residence on Tract 5. Construction of the first single family residence shall begin no later than six (6) months from date of closing, and shall thereafter be completed no later than twelve (12) months from the start date of construction. BUYER shall start construction on the second single family residence no later than twenty-four (24) months from date of closing, and shall thereafter complete construction no later than twelve (12) months from the start date of construction. BUYER shall execute a mortgage in favor of SELLER on Tracts 4 and 5 in the amount of \$22,140.00. SELLER agrees to subordinate its mortgage to a mortgage in favor of BUYER'S lender for purposes of construction. If BUYER completes construction of the two (2) single family residences within the timeframe specified above, SELLER shall release its mortgage and BUYER'S obligation to SELLER shall be deemed satisfied.

b. **Tracts 1, 2 and 3:** BUYER agrees to construct a duplex to be located upon Tracts 1, 2 and 3. Construction of the duplex shall begin no later than twelve (12) months from date of closing, and shall thereafter be completed no later than twelve (12) months from the start date of construction. BUYER shall execute a mortgage in favor of SELLER on Tracts 1, 2 and 3 in the amount of \$14,010.00. SELLER agrees to subordinate its mortgage to a mortgage in favor of BUYER'S lender for purposes of construction. If BUYER successfully completes construction of a duplex on Tracts 1, 2 and 3, within the time frame specified above, SELLER shall release the mortgage and BUYER'S obligation to SELLER shall be deemed satisfied.

3. **Closing Date.** The closing date shall be on or before _____, 2022,

or as otherwise mutually agreed upon between the parties. At time of closing, SELLER shall provide BUYER an appropriate deed to the property conveying merchantable title.

4. **Default.** Should BUYER fail to meet any of the start dates and subsequent construction deadlines set forth in paragraph 3 above, as to any of the properties, BUYER shall be in violation of this agreement. Upon such a violation, SELLER may elect to give BUYER written notice of the violation notifying BUYER that BUYER has thirty (30) days from the date of the notice to cure the violation. Should BUYER fail to timely cure the violation, BUYER shall be in default and SELLER may elect to foreclose its mortgage on the property to which the default applies. In such event, BUYER shall be liable to SELLER for all of SELLER'S costs, fees, expenses, including reasonable attorney fees, relating to SELLER'S foreclosure of its mortgage or mortgages.

5. **Title Insurance.** In the event BUYER is desirous of obtaining title insurance, BUYER may request a policy of title insurance and shall be required to pay the full cost thereof. SELLER agrees to satisfy any title requirement of the title insurance company and shall have a reasonable time within which to do so.

6. **Taxes.** To the extent that ad valorem taxes have been assessed against the property, the taxes shall be prorated between the parties through date of closing with SELLER being responsible for all ad valorem taxes through date of closing and BUYER being responsible for ad valorem taxes following closing.

7. **Expenses.** BUYER shall pay the cost of title insurance, any fee charged by the closing agent, and the cost of preparation of this agreement. In addition, BUYER shall be responsible for payment of the recording of the mortgages securing the purchase price as well as any mortgage registration fee.

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

SELLER – **City of Independence, Kansas**

DATE

By: _____
Dean A. Hayse, Mayor

ATTEST:

David W. Schwenker, City Clerk

BUYER –

DATE

Shane M. Harris

DATE

Maggie K. Harris

----- Space Above This Line for Recording Data -----

MORTGAGE

1. DATE AND PARTIES. The effective date of this Mortgage (Security Instrument) is _____, **2022**, and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

Shane M. Harris and Maggie K. Harris, husband and wife

LENDER:

**City of Independence, Kansas, a municipal corporation
811 West Laurel
Independence, KS 67301**

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, mortgages and warrants to Lender the following described property:

Tract 1:

Commencing at the NW corner of Out Lot 24, City of Independence, running South 72 feet, East 140 feet, North 72 feet, West 140 feet to point of beginning, Montgomery County, Kansas (commonly known as 500 South Penn, Independence, Kansas)

Tract 2:

The W/2 of Out Lot 24, City of Independence, except the South 50 feet and except the North 72 feet, Montgomery County, Kansas (commonly known as 504 South Penn, Independence, Montgomery County, Kansas)

Tract 3:

Commencing at the SW corner of Out Lot 24, City of Independence, thence East 140 feet, North 50 feet, West 140 feet, South 50 feet to point of beginning, Montgomery County, Kansas (commonly known as 512 South Penn, Independence, Kansas)

The property is located in **Montgomery County, Kansas**, at addresses indicated above, Independence, Kansas
(Address) (City)

(1 of 5)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed **\$14,010.00**. This limitation of amount does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. The limitation is for the purposes set forth in K.S.A. ' 58-2336 and ' 79-3102.

4. SECURED DEBT. The debt incurred under the terms of the Real Estate Sales Agreement dated June ____, 2022, entered into between the parties, plus all extensions, renewals, modifications or substitutions thereof.

5. PAYMENTS. [THIS SECTION LEFT INTENTIONALLY BLANK]

6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. PRIOR SECURITY INTERESTS. [THIS SECTION LEFT INTENTIONALLY BLANK]

8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the Lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. DUE ON SALE OR ENCUMBRANCE. [THIS SECTION LEFT INTENTIONALLY BLANK]

10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (all referred to as Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases); and rents, issues and profits (all referred to as Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these

(2 of 5)

Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default.

Upon default, Mortgagor will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third' parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.

13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

14. DEFAULT. Mortgagor will be in default if it fails to meet all terms and conditions of the Real Estate Sales Agreement entered into between the parties.

15. REMEDIES ON DEFAULT. The remedies available to Mortgagee upon default are as specified in the Real Estate Sales Agreement entered into between the parties.

16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all reasonable costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount includes, but is not limited to, collection agency fees or attorneys' fees and other legal costs and expenses. This Security Instrument shall remain in effect until released.

17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

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18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. INSURANCE. [THIS SECTION LEFT INTENTIONALLY BLANK]

20. ESCROW FOR TAXES AND INSURANCE. [THIS SECTION LEFT INTENTIONALLY BLANK]

21. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. [THIS SECTION LEFT INTENTIONALLY BLANK]

22. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

23. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

24. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

25. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

26. OTHER TERMS. [THIS SECTION LEFT INTENTIONALLY BLANK]

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

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SHANE M. HARRIS

MAGGIE K. HARRIS

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF MONTGOMERY } ss.

This instrument was acknowledged before me this _____ day of _____, 2022, by **Shane M. Harris and Maggie K. Harris, husband and wife.**

Term expires:

(Notary Public)



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider adopting an ordinance amending current ordinances which address fencing requirements and adding a permit requirement for fences; and consider adopting an ordinance amending Appendix D, Fee Schedule, to add a new fence permit fee.

SUMMARY RECOMMENDATION City staff recommends adopting the two ordinances prepared by the City Attorney amending fence permit requirements and establishing a fence permit fee.

BACKGROUND The City of Independence Building and Code Enforcement Departments requested amendments to our current fencing ordinance to require a building permit and the ability to issue violation notices for illegal fences. The Building and Code Enforcement offices receive complaints and concerns about illegal fences and neighbor disputes. Code Enforcement also deals with illegal fences constructed out of debris and other material not allowed by the current ordinance. The City of Independence flood ordinance currently requires a building permit for any fencing in the AE flood zone, and this ordinance will make fencing requirements the same throughout the City limits. These code amendments will assist us in our efforts to beautify the City, which is an initiative of the Community Based Strategic Plan and the Citizen Beautification Committee. The Building Department will work with public relations to inform the citizens of the recent changes in the code related to scrapping and now fencing.

FINANCIAL INFORMATION While some revenue may be generated from permit fees and citations, we anticipate this will be minimal. Current staff will absorb the additional enforcement responsibilities.

SUGGESTED MOTION I move to approve Ordinance 4394 amending fencing requirements and Ordinance 4395 amending Appendix D, Fee Schedule to add a new fence permit fee.

SUPPORTING DOCUMENTS

1. Ordinance 4394 - Fencing Requirements
2. Ordinance 4395 - New Fence Permit Fee

ORDINANCE NO. 4394

An Ordinance Amending Current Ordinances Which Address Fencing Requirements and Adding a Permit Requirement for Fences

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

Section 1. City Code Sections 18-381 through 18-386 currently address fencing requirements. Certain of those sections are being amended by this ordinance. In addition, new sections are being added.

Section 2. City Code Section 18-381, Determination of Fences, is amended to read as follows in its entirety:

Sec. 18-381. – Determination of fences.

- (a) For purposes of this ordinance, the following shall be deemed acceptable fences/fencing materials:
 - (1) Masonry walls;
 - (2) Ornamental iron;
 - (3) Woven wire;
 - (4) Wood picket; more than 50 percent open;
 - (5) Solid fences, wood or metal less than 50 percent open;
 - (6) Hedges;
 - (7) Synthetic or artificial fencing materials.
- (b) The following fences/fencing materials are prohibited:
 - (1) Scrap materials, such as scrap lumber and/or scrap metal; and
 - (2) Materials not typically used or designed/manufactured for fencing, such as metal roofing panels, corrugated or sheet metal, tarps or plywood.

Section 3. City Code Section 18-384, Fence requirements, is amended to read as follows in its entirety:

Sec. 18-384. – Fence requirements.

- (a) *Residential.* In any location, fences enclosing plots used for residential or dwelling purposes shall conform to the following requirements:
 - (1) *Front yard fences.* Front yard fences erected in front of the front building line may be of any class, and the height shall not exceed four feet.
 - (2) *Side yard fences.* Side yard fences may be erected back of the front building line and within the required side yard of any plot, and may be of any class but shall not exceed four feet in height to the rear of the neighboring dwelling, or to the rear of a dwelling located on the same plot as the fence, whichever is the greater distance from the property line. Back of this point, such side yard fences may be built to a height of six feet.
 - (3) *Rear yard fences.* Rear yard fences may be erected along the rear property line and may be of any class, but shall not exceed six feet in height. The height of any rear yard fence may be increased 18 inches by placing plain or woven wire on the top thereof.
 - (4) *Barbed wire, etc., electric fences.* No barbed wire or other similar fence, and no electrically charged fence shall be erected or maintained, unless otherwise specifically permitted by other provisions of the City Code.
 - (5) *Fences on retaining walls.* The height of a fence erected on top of a retaining wall shall be measured from the grade of the low side of the retaining wall.
- (b) *Commercial.* In any location, fences located within an area zoned commercial shall conform to the following requirements:
 - (1) *Type.* Fences may be either of open or solid type construction.
 - (2) *Height.* Fences shall not be less than six feet in height nor more than eight feet in height.
 - (3) *Chain link.* Chain link fencing may be topped with barbed wire on slanted arms. Where slanted arms are installed, there should be an upward angle of not less than 45 degrees and shall be slanted to the interior of the fence when located within three feet of a sidewalk or pedestrian way.
- (c) *Agricultural.* In any location, fences located within an area zoned agricultural shall conform to the following requirements:

- (1) *Type.* Fences may be either of open or solid type construction.
 - (2) *Height.* Fences shall not exceed four feet in height above the natural contour of the ground.
 - (3) *Barbed wire.* The use of barbed wire shall be by special permit issued by the city building inspector. Such a permit shall not be issued if the fence forms a boundary with any property zoned residential.
- (d) *Fence on property line.* It shall be unlawful for any person to erect, install or cause to be erected or installed a fence located on the property line unless written permission is obtained from the adjacent property owner as to the fence location.

Section 4. A new section is hereby adopted as follows and is assigned the number as City Code Section 18-387:

Sec. 18-387. – Fence permit required.

Before any person begins construction to erect a new fence, extend an existing fence, or replace more than 50 percent of an existing fence, such person must apply for and receive a fence permit from the City of Independence. The application for a fence permit shall be on a form provided by the city. An application fee may be assessed as set forth in Appendix D. The fence permit will be issued by the city if the proposed construction activity complies with all applicable city ordinances.

Section 5. A new section is hereby adopted as follows and is assigned the number as City Code Section 18-388:

Sec. 18-388. – Penalty for no permit.

It shall be unlawful to begin construction for the erection of a new fence, extension of an existing fence, or replacement of more than 50 percent of an existing fence without having first obtained a fence permit as provided herein. Failure to obtain a fence permit as required by this ordinance shall constitute an unclassified violation. Upon conviction, the penalty for failure to obtain a permit shall be no less than \$50.00 nor more \$100.00 if the fencing activity giving rise to the violation was done in compliance with all applicable ordinances. Upon conviction, the penalty for failure to obtain a permit shall be no less than \$100.00 nor more than \$500.00 if the fencing activity giving rise to the violation does not comply with all applicable city ordinances. The municipal court may, in its

discretion, abate a portion of the fine if a compliance deadline is established by the court and met by the person convicted of the offense.

Section 6. 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 23rd day of June, 2022.

DEAN A. HAYSE, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

ORDINANCE NO. 4395

**An Ordinance Amending Appendix D, Fee Schedule,
to Add a New Fence Permit Fee**

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

Section 1. Appendix D, Fee Schedule, Chapter 18, Buildings and Building Regulations, under “Other Fees”, is amended to add a fence permit fee of \$25.00.

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 23rd day of June, 2022.

DEAN A. HAYSE, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider adopting an ordinance rezoning a tract of land at 1320 West Maple Street from M-2, heavy industrial district to C-2, commercial services district.

SUMMARY RECOMMENDATION Accept the recommendation of the Planning Commission to approve the rezoning request.

BACKGROUND The Planning Commission held a public hearing on June 7, 2022 to receive comments to consider rezoning a tract of land at 1320 West Maple Street from M-2, heavy industrial district to C-2, commercial services district. There were no comments from the public. The applicant Joseiah Edings was present and reviewed his plan to modify the operations of his existing small business to add repairing, rebuilding, and selling vehicles at 1320 W Maple St. The Planning Commission unanimously supported his rezoning request.

FINANCIAL INFORMATION Potential increased sales tax from auto sales.

SUGGESTED MOTION I move to adopt an ordinance rezoning a tract of land at 1320 West Maple Street from M-2, heavy industrial district to C-2, commercial services district.

SUPPORTING DOCUMENTS

1. Ordinance Rezoning 1320 West Maple Street
2. 06/07/2022 Staff Report to the Planning Commission
3. Public Hearing Notice and Aerial
4. 1320 W Maple Street Ownership Data From County
5. Rezoning Application
6. Email Correspondence From Applicant

ORDINANCE NO. 4392

An Ordinance Rezoning Land from M-2, heavy industrial district to C-2, commercial services district located at 1320 West Maple Street.

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

Section 1. The following described real estate is hereby rezoned from M-2, heavy industrial district to C-2, commercial services district:

Lot 47, West Side Addition to the City of Independence, Kansas EXCEPT a tract 60 feet East and West by 140 feet North and South in the Northeast corner thereof; and EXCEPT Beginning at the Southeast corner of said Lot 47, thence North 329.75 feet, thence West 110.0 feet, thence North 130.0 feet, thence West 64.0 feet, thence South 460.0 feet, thence East 174.0 feet to beginning

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 23rd day of June, 2022.

DEAN A. HAYSE, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



**REQUEST FOR BOARD OF ZONING APPEALS ACTION
REZONING
CITY OF INDEPENDENCE
JUNE 7, 2022**

Department Admin

Prepared By Lydia Collins

AGENDA ITEM Public hearing to receive comments to consider rezoning a tract of land at 1320 W Maple St from M-2, heavy industrial district to C-2, commercial services district.

SUMMARY RECOMMENDATION Staff recommends that the Planning Commission approve the rezoning request in order to allow the applicant to expand his current business operations to not only repair vehicles, which is permitted in both zones, but to also sell the vehicles after they are repaired, which is permitted in a C-2 zone.

BACKGROUND Josiah Edings would like to modify the operations of his existing small business to add repairing, rebuilding and selling vehicles at 1320 W Maple St. It is currently zoned M-2, heavy industrial district. The permitted and conditional use table specifically lists "Automobile and other motor vehicles--retail" as a permitted use only in the C-2, C-3 and C-4 zones. The applicant has indicated that he has no plans to modify the existing facility his business is currently located in. Since he is continuing to operate his existing business at this location the structure would be grandfathered in as it pertains to off-street parking requirements and district regulations. There are also no permits required since there is no new construction planned. If such construction occurs in the future, compliance with City Code, floodplain and other regulations will be reviewed during the development process when applying for a building permit.

Policy Explanation

510.0. - C-2, commercial services district.

510.1. Intent: District C-2 is intended primarily for general trades and commercial services located at specific points on major thoroughfares outside of central or neighborhood business districts. This district is particularly appropriate adjoining a major highway. Such an area draws highway trade uses such as restaurants, service stations, and motels which are not totally compatible with shopping center developments but which may be grouped together quite advantageously as highway service centers.

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

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

510.8. Use limitations:

a. Gasoline pumps, air and water service and other fixtures used in connection with automobile service stations may be located within the front yard but not less than 12 feet from the front lot line.

b. No structure shall be used for residential purposes except by the owner, owner's agent or the operator of the business located on the premises, except that accommodations may be offered to transient public by motels and hotels.

c. Exterior lighting fixtures shall be shaded where necessary to avoid casting direct light on

any property located in a residential district.
(Ord. No. 3824, 5-12-00; Ord. No. 3845, § 1, 11-27-00)

514.0. - M-2, heavy industrial district.

514.1. Intent: District M-2 is intended primarily for major basic manufacturing industries and related industrial activities. Heavy industrial uses characteristically create a large amount of noise, glare, odor, dust, vibration, air and water pollution and other harmful or obnoxious matter. Many of these industries characteristically store large quantities of raw or scrap material for processing operations. Commercial uses in this district are generally those which serve the convenience of industrial establishments and their employees. Residential uses are not compatible with this environment and are not included in order that the district may be reserved for its intended heavy industrial purpose.

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

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

514.9. Use limitations:

- a. No retail sales or services shall be permitted, except as are incidental or accessory to a permitted use.
- b. No building shall be used for residential purposes except that a watchman may reside on the premises.

COMMERCIAL GOAL

TO PROVIDE SUFFICIENT NEIGHBORHOOD AND COMMUNITY-WIDE SHOPPING FACILITIES EFFICIENTLY DISTRIBUTED THROUGHOUT THE COMMUNITY AND ADEQUATE OPPORTUNITY FOR COMMERCIAL EXPANSION.

OBJECTIVE C2 Provide areas away from downtown for clustered and coordinated commercial development to serve businesses with acreage requirements that cannot be accommodated in downtown.

POLICY C21 Planned commercial areas shall be provided for large lot users (i.e., lumber yards, auto and farm implement dealers). These uses shall be clustered along U.S. 75 west of the Missouri-Pacific right-of-way but no further than ½ mile west of Peter Pan Road to minimize their impact on surrounding uses and traffic patterns rather than being allowed to form a long commercial strip and be limited to properties having direct vehicular access to the highway.

Legal Address 1320 West Maple Street

Description of Tract(s) W 171.5' LOT 47, WESTSIDE ADD, ACRES 1.8, City of Independence, Montgomery County, Kansas.

Zoning and Uses of Property Nearby M-2, heavy industrial district to the east and west, M-1, light industrial district and C-2, commercial services district to the north and south and R-2, single-family dwelling district to the north.

Character of the Neighborhood The neighborhood is a mix of industrial, commercial, and residential. The 1982 general development plan map shows this area as industrial.

Suitability of the Subject Property for the Uses to which it has been Restricted The subject property is suited for industrial use. It would also be suited for commercial use as the

business would be considered a large lot, highway-oriented business. Because industrial and commercial activities are vitally important to the local economy, it is desirable to identify areas most suited for this type of development. These areas can be reserved for future industrial or commercial use.

Length of Time the Property has Remained Vacant as Zoned The property is currently in use as a wholesale e-commerce business that sells a variety of items including auto parts.

Extent to which Removal of Restrictions will Detrimentially affect Nearby Property The surrounding property is a mix of industrial, commercial, and residential. It is not anticipated that rezoning the property to C-2 would detrimentally affect nearby property as it is considered a lesser use than M-2 due to the general character of industrial-type businesses. The rezoning is being requested because M-2 restrictions do not allow retail sales of automobiles whereas C-2 restrictions allow retail sales of automobiles.

Relative Gain to the Public Health, Safety and Welfare by the Destruction of the Petitioner's Property as Compared to the Hardship Imposed upon the Individual Landowners It is anticipated that permitting the rezoning as requested would have minimal impact on the public health, safety, and welfare. Denial of the proposed rezoning will impact the proposed owner's use of the property as they would like to sell the vehicles they are repairing in addition to their existing wholesale business. Repairing vehicles is permitted in the current M-2 zone and the proposed C-2 zone.

Conformance with the Comprehensive Plan Objective C2 of the Commercial Goal of the Comprehensive Plan is to provide areas away from downtown to serve businesses with acreage requirements that are not found in the downtown area.

Staff Recommendation Staff recommends that the Planning Commission approve the rezoning request in order to allow this business to expand its services to not only conduct wholesale e-commerce which includes the sale of various items including auto parts, but to add the repair of vehicles, which is permitted in both zones, and to sell such vehicles after they are repaired which is permitted in a C-2 zone.

Alternative Recommendation An alternative would be to initiate a text amendment that would allow "Automobile and other motor vehicles--retail" as a conditional use in the M-1 and M-2 zones. Both the M-1 and M-2 district regulations include the clause under Use limitations; "No retail sales or services shall be permitted, except as are incidental or accessory to a permitted use." The sale of vehicles would seem to be incidental to the permitted use, however, the code currently does not permit "Automobile and other motor vehicles--retail" in the M-2 district.

Suggested Motion I move to recommend approving a request to rezone a tract of land located at 1320 W. Maple Street from M-2, heavy industrial district to C-2, commercial services district.

Alternative Motions (All three motions are recommended if the alternative is determined)

1. I move to adjourn the public hearing to July 5, 2022 at 5:30 PM.
2. I move to initiate a public hearing to be held on July 5, 2022 at 5:30 PM to consider a text amendment to the zoning code relating to the permitted and conditional use table as it pertains to "Automobile and other motor vehicles--retail".

3. I move to initiate a conditional use permit public hearing on July 5, 2022 at 5:30 PM for "Automobile and other motor vehicles--retail" at 1320 W. Maple Street.

SUPPORTING DOCUMENTS

1. Public Hearing Notice 1320 W Maple
2. 1320 W Maple Rezoning Application
3. Business Description

City of Independence, Kansas

NOTICE TO THE PUBLIC

The Independence, Kansas, Planning Commission will conduct a public hearing on:

Tuesday, June 7, 2022, at 5:30 p.m.

To receive comments to consider rezoning a tract of land at 1320 W Maple St from M-2, heavy industrial district to C-2, commercial services district.

Case Number:

2022/ZA/04

The hearing will be conducted in the Civic Center, Memorial Hall, Penn/Locust, Independence, Kansas, and will begin at 5:30 p.m. All interested persons should attend, and they will be heard. You may also participate via conference call: [+1 785-289-4727](tel:+1785-289-4727) Conference ID: 652 632 373# Persons wishing to comment, but who cannot attend this hearing, should provide their written comments to:

Kelly Passauer
Zoning Administrator
811 W Laurel Street
Independence, KS 67301
(620) 332-2506

Information regarding this application is available in the Zoning Administrator's office. If special accommodation is required, please inform the Zoning Administrator.

Kelly Passauer, Zoning Administrator

205' foot



These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.

[View Sketch](#) --- [Back to Search Page](#) --- [Home](#)

The Parcel Number for this Property is 063-087-36-0-20-08-003.00-0
Quick Ref ID: 4290

Owner Information

Owner Name	EDINGS, JOSIAH W
Address	9917 HARDESTY AVE KANSAS CITY, MO 64137

Property Situs Address

Address	1320 W MAPLE ST, Independence, KS 67301
----------------	---

Land Based Classification System

Function	Warehouse-retail combination
Activity	Goods-oriented shopping
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Commercial & Industrial - C
Living Units	
Zoning	
Neighborhood	208.C
Tax Unit Group	108

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1
Fronting	Residential Street - 4
Location	Industrial Site - 8
Parking Type	Off Street - 1
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2022 Appraised Value

Class	Land	Building	Total
Commercial & Industrial - C	20,500	37,330	57,830
Total	20,500	37,330	57,830

Tract Description

WESTSIDE ADD, S36, T32, R15, ACRES 1.8, W 171.5' LOT 47; Lot Width: 171.5 Lot Depth: 460.0 Plat Book/Page A /3 Deed Book/Page 681 /143 677 /1496 581 /6 472 /260 355 /092

Building Permit Information

Permit Number	Amount	Issue Date	Description
02000	3,500	4/8/1988	

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
681	143	677	1496	581	6	581	187

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Acre	Primary Site - 1	1.8				8	50					20,500

General Commercial Building Information

General Building Information	
LBCS Structure Code	Warehouse structure
Bldg No.	1
Building Name	Vacant
Identical units	1
No. of Units	
Unit Type	
MS Mult	
MS Zip	

Apartment Data									
	1	2	3	4	5	6	7	8	
Units									
BR Type									
Baths									

Commercial Building Sections & Basements																					
Sec	Occupancy	MSCIs	Rank	Yr Blt	Eff Yr	Levels	Stories	Area	Perim	Hgt	Phys	Func	Econ	OVR%	Rsn	Inc Use	Net Area	Cls	RCN	%Gd	Value
1	Storage Warehouse	C	1.00	1907		01/01		11,975	632	16	1	1				045			389,310	3	11,680
2	Storage Warehouse	S	1.00	1907		01/01		8,500	120	16	2	2				045			199,670	11	21,960
3	Storage Warehouse	D	1.00	1907		01/01		2,280	136	16	2	1				045			60,150	6	3,610

Commercial Building Section Components							
Sec	Code	Units	Pct	Size	Other	Rank	Year
1	No HVAC						
1	Stud -Brick Veneer		100				
2	No HVAC		100				
2	Single -Metal on Steel Frame		100				
3	No HVAC		100				
3	Single -Metal on Wood Frame		100				

Other Building Improvements																					
Id	Occupancy	MSCIs	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
92	Prefabricated Storage Shed	S	1.00	1	1907			540		8		1	1	1					3,810	2	80

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INDEPENDENCE
PLANNING & ZONING
COMMISSION

APPLICATION
FOR
REZONING

1. Case #: _____
2. Date Filed: _____
3. Fee Paid: _____
4. Hearing: _____
5. Published: _____

To be filled out by applicant

1. Applicant's name: Josiah Edings
2. Applicant's address: 9917 Hardesty Ave, Kansas City, MO 64137 Phone: 620-772-0100
3. Address of property proposed for rezoning: 1320 W Maple St, Independence, KS 67301
4. Present owner's name: Josiah Edings
5. Present zoning: M-2 Proposed zoning: C-2
6. Legal description of property proposed for rezoning (if more space is required, use back of form):
WESTSIDE ADD, S36, T32, R15, ACRES 1.8, W 171.5' LOT 47; Lot Width: 171.5 Lot Depth: 460.0
7. Present use of property (check one of the following): _____
(a) Vacant ☐ (b) Residential ☐ (c) Commercial ☐ (d) Industrial ☐
8. Desired use of property: _____
9. Use and zoning of adjacent property:
- North: Use UPRR Rail Yard Storage Lot Zoning M1
- South: Use Metal Recycling Zoning M1
- East: Use Unused - Owned by City of Independence Zoning M2
- West: Use Sanitation Department Zoning M2
10. List reasons for this request:
Intended use: operate a small business repairing/rebuilding and subsequently selling vehicles.

Date: 05-05-2022

Signature: Josiah Edings

Planning Commission Action – do not write in this space

1. Facts found: _____
2. Determination: _____

App and copy of receipt to Kelly Passaver

CITY OF INDEPENDENCE

REC#: 01183455 5/05/2022 3:36 PM
OPER: JESS TERM: 001
REF#:

TRAN: 1.9000 VARIANCE
EDINGS REZONING 1320 W MAPLE
MISC FEES 200.00CR

TENDERED: 200.00 CASH
APPLIED: 200.00-

CHANGE: 0.00

From: [Josiah Edings](#)
To: [Kelly Passauer](#)
Subject: Re: JDW Enterprises
Date: Friday, June 03, 2022 3:59:23 PM

Hi Kelly,
I apologize for the delay in responding.
The business name should be JWE Enterprises.

Since purchasing the property and obtaining the business license a few years back I've used the facility as somewhat of a fulfillment center, purchasing and selling wholesale lots/truckloads of a variety of products, ranging from business/industrial equipment and home goods to automotive parts and accessories. I have business accounts established with a large supplier, RMC, as well as many automotive parts manufacturers ranging from domestic and import companies to TE Connectivity, with an emphasis in electrical harnesses and terminal connector housings for vehicle modules/components - these parts/accessories are both purchased and sold at the wholesale level, B2B.

I recently acquired a business partner as well as an automotive lift, programming and diagnostic equipment and all the necessary tools to complete the majority of automotive services/repair. We've worked on a variety of vehicles we personally own and hope to expand these operations and ultimately include buying/selling vehicles.

If there are any other questions I can answer don't hesitate to contact me. I'll be available all evening.

Thanks for your help!

On Thu, Jun 2, 2022, 2:54 PM Kelly Passauer <kellyp@independenceks.gov> wrote:

Josiah,

What does JDW Enterprises do, or has done? I see you have had a business license for the last few years for 1320 W. Maple.

We are working on the staff report for your rezoning case.

Thanks!

Kelly



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022**

Department Police

**Director Approval David Cowan, Jerry
Harrison**

AGENDA ITEM Consider bidding evidence storage renovation.

SUMMARY RECOMMENDATION Approve bidding of Evidence Storage Building.

BACKGROUND The Police Department, in conjunction with Echelon Architecture, has completed the design of the new Evidence Storage Building. The Advertisement for Bids, Project Manual, and “For Bid” set of Project Drawings are attached. There will be an issued addendum that will have a revised set of drawings that will incorporate several cost savings ideas that may lower the bid price.

The City Attorney is currently reviewing the bid documents and they will only be issued upon either his approval or after any changes he requires are made.

Bid time is scheduled at 2pm on the 21st of July, 2022.

FINANCIAL INFORMATION A portion of this project cost is included in the bond and the other portion will come from the general fund.

SUGGESTED MOTION I move to approve bidding of the Evidence Storage Building.

SUPPORTING DOCUMENTS

1. Advertisement for Bids
2. Plans
3. Project Manual

PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 11 13 ADVERTISEMENT FOR BIDS

FROM:

1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER):

- A. City of Independence, KS

1.02 AND THE ARCHITECT (HEREINAFTER REFERRED TO AS ARCHITECT):

- A. Echelon Arch + Design
B. Address:
107 N. Pennsylvania Ave.
Independence, KS 67301

1.03 TO: POTENTIAL BIDDERS

- A. Your firm is invited to submit an offer under seal to the Architect for the remodel of a building located at:
225 E. Main St.
Independence, Kansas 67301
Before 2:00 pm local standard time on the 21st day of July, 2022
- B. Project: City of Independence Evidence Storage Facility
- C. Project Description: Remodel of the interior and exterior of an existing building. Exterior infill work, mechanical, plumbing, electrical
- D. Construction Documents may be obtained from the office of the Architect upon receipt of a deposit, by cash, in the amount of \$60 for one set, or \$5.00 per desired sheet. Project Specification manual \$40. All Bid Documents can be obtained via email free of charge.
- E. Refer to other bidding requirements described in Document 00 21 13 - Instructions to Bidders
- F. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.
- G. Your offer will be required to be submitted under a condition of irrevocability for a period of 30 days after submission.
- H. The Owner reserves the right to accept or reject any or all offers.

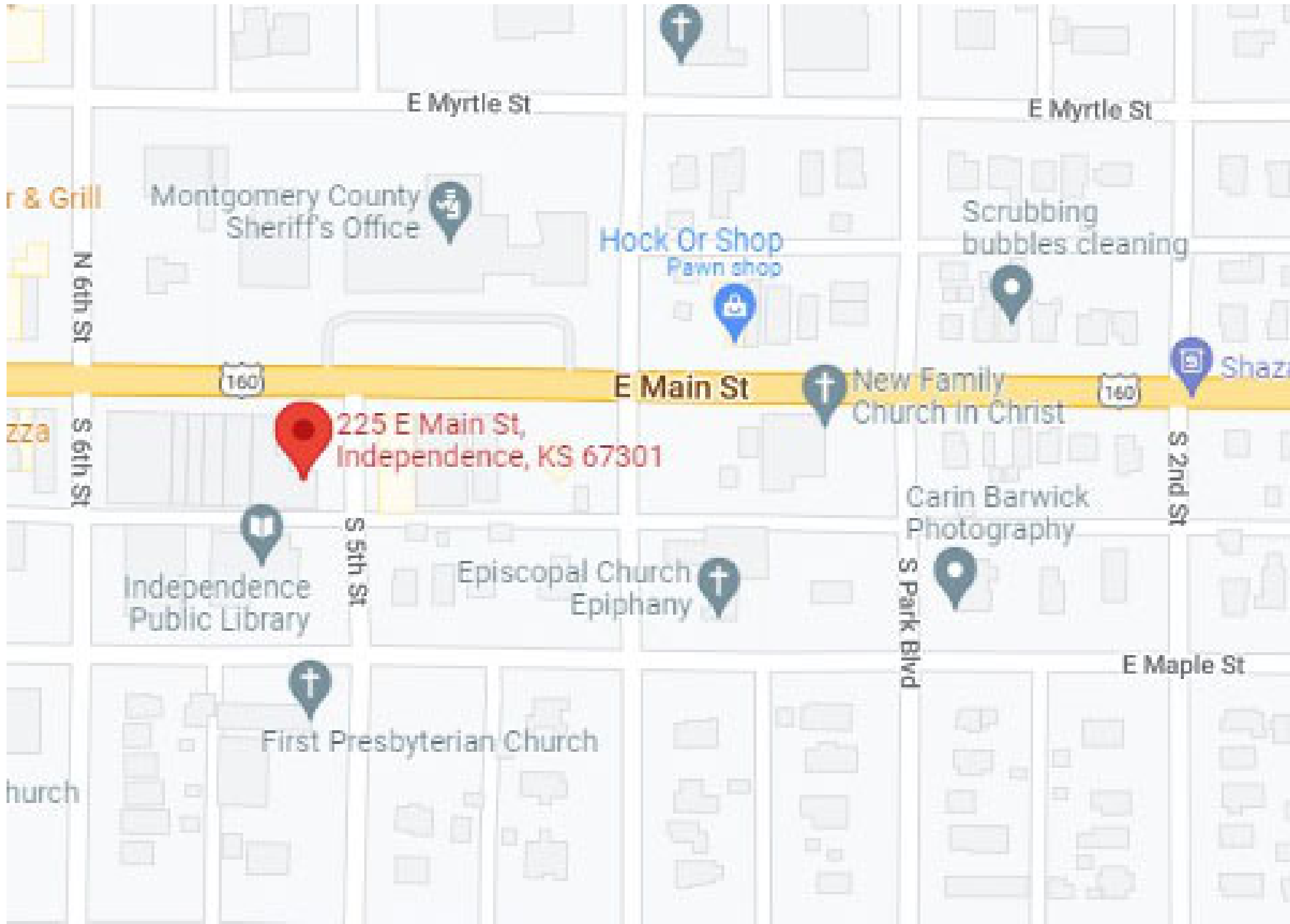
END OF SECTION

INDEPENDENCE POLICE DEPARTMENT

RENOVATION TO EVIDENCE STORAGE

225 E. MAIN STREET
INDEPENDENCE, KS 67301

VICINITY MAP:



CONSTRUCTION DOCUMENTS
JUNE 2nd 2022

SHEET INDEX:

ARCHITECTURAL LIST

G101	COVER SHEET
D101	DEMOLITION PLAN
A101	FLOOR PLAN & DOOR SCHEDULE
A102	REFLECTED CEILING PLAN
A501	ELEVATIONS, FINISHES & SCHEDULES
ME101	MEP SPECIFICATIONS
ME201	MECH DEMO PLAN
ME202	ELECT DEMO PLAN
M101	PLUMBING PLAN
M201	HVAC PLAN
E101	ELECTRICAL PLAN
E201	LIGHTING PLAN

GENERAL PROJECT NOTES:

- DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND MAY NOT BE REUSED OR REPRODUCED IN ANY MANNER WITHOUT EXPRESSED WRITTEN CONSENT.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS & AT THE JOB SITE AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES, OMISSIONS AND/OR CONFLICTS BEFORE PROCEEDING WITH THE PROJECT & THE ORDERING OF MATERIALS SUBSTITUTIONS AND CHANGES TO THESE DRAWINGS MUST BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.
- CONTRACTOR MUST COMPLY WITH ALL RULES & REGULATIONS OF AGENCIES HAVING JURISDICTION AND SHALL CONFORM TO ALL CITY, COUNTY, STATE & FEDERAL CONSTRUCTION, SAFETY & SANITARY LAWS, CODES, STATUTES AND ORDINANCES. ALL FEES, TAXES, PERMITS, APPLICATIONS & CERTIFICATES OF INSPECTION, AND THE FILING OF ALL WORK WITH GOVERNMENTAL AGENCIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL WORK SHALL BE PERFORMED BY SKILLED AND QUALIFIED WORKMEN IN ACCORDANCE WITH THE BEST PRACTICES OF THE TRADES INVOLVED AND IN COMPLIANCE WITH THE MANUFACTURER'S CURRENT PRINTED INSTALLATION GUIDE, BUILDING REGULATIONS AND/OR GOVERNMENTAL LAWS, BUILDING CODES, STATUTES OR ORDINANCES.
- ALL WORK SHALL BE ERECTED AND INSTALLED PLUMB, LEVEL, SQUARE, TRUE & IN PROPER ALIGNMENT.
- DO NOT SCALE DRAWINGS. FIELD VERIFY ALL DIMENSIONS & QUANTITIES.
- ALL MATERIALS SHALL BE NEW, UNUSED & OF THE HIGHEST QUALITY IN EVERY RESPECT, UNLESS OTHERWISE NOTED. MANUFACTURED MATERIALS & EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS & INSTRUCTIONS.
- CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE OF ACCUMULATION OF WASTE MATERIALS OR RUBBISH. PREMISES TO BE PICKED UP & CLEANED DAILY OF ALL CONSTRUCTION DEBRIS. AT THE COMPLETION OF THE WORK, LEAVE THE JOB SITE FREE OF ALL MATERIALS & THOROUGHLY CLEAN. ERECT AND MAINTAIN DUST PARTITIONS AS REQUIRED FOR ALL PHASES OF CONSTRUCTION TO PREVENT DIRT, DUST OR WET SURFACES/FINISHES FROM ENTERING ADJACENT OCCUPIED SPACES.
- KEEP ALL ADHESIVES, SEALANTS & CLEANING MATERIALS AWAY FROM ALL IGNITION SOURCES. DO NOT SMOKE WHILE USING THESE MATERIALS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING REQUIRED FOR THEIR WORK. REPAIR ANY EXISTING MATERIAL OR EQUIPMENT DAMAGED BY THESE OPERATIONS. REPAIR DAMAGE TO EXISTING BUILDING, CEILINGS, PAVING, WALKS, PLANTING AREAS INCURRED DURING CONSTRUCTION. PATCH ALL FLOOR AREAS, WALLS, AND CEILINGS ALTERED DURING CONSTRUCTION AS WHERE OR NOT INDICATED BY THE DRAWINGS.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR SUPPLYING AND INSTALLING ALL COMPONENTS AND ACCESSORIES, EQUIPMENT, MATERIALS, HARDWARE AND OTHER ITEMS NECESSARY (UNLESS NOTED OTHERWISE) FOR A COMPLETE AND FINISHED JOB.

BUILDING CODE INFORMATION:

REFERENCE CODES

2012 INTERNATIONAL BUILDING CODE
2012 INTERNATIONAL EXISTING BUILDING CODE (IEBC)
2012 INTERNATIONAL MECHANICAL CODE (MC)
2012 INTERNATIONAL PLUMBING CODE (IPC)
2012 NFPA 70, NATIONAL ELECTRICAL CODE
2010 ADA AMERICANS WITH DISABILITIES ACT

CODE REVIEW

OCCUPANCY CLASSIFICATION: STORAGE GROUP S

OCCUPANCY LOAD: S1-MODERATE-HAZARD STORAGE
3,458.79 SF

CONSTRUCTION TYPE: VB

ALLOWABLE FLOOR AREA: 9,000 SF (TABLE 506.2)
ACTUAL FLOOR AREA: 3,458.79 SF

ALLOWABLE HEIGHT: 1 STORIES (TABLE 504.4)
ACTUAL HEIGHT: 1 STORY

EXITS REQUIRED: 2 (TABLE 1006.3.1)
EXITS PROVIDED: 2

EXIT WIDTH REQUIRED: # OCCUPANTS X .2 INCHES = INCHES REQUIRED (PER 1005.3.2)
WIDTH REQUIRED: 12 X 2 = 24"
WIDTH PROVIDED: 3'-0"

FIRE RESISTANCE RATINGS FOR BUILDING ELEMENTS (TABLE 601 AND 602)

ROOF ASSEMBLY	0 HR
NON-BEARING WALL ASSEMBLIES	0 HR
STRUCTURAL FRAME	0 HR
BEARING WALLS	0 HR
CORRIDORS	0 HR
STAIRS	0 HR

FIRE ALARM SYSTEM:

REQUIRED: YES
NOT REQUIRED: YES, A FIRE ALARM MONITORING SYSTEM



ARCHITECT

ECHELON ARCHITECTURE AND DESIGN
P.O. BOX 373
107 N. PENNSYLVANIA AVE.
SUITE 2F
INDEPENDENCE, KS 67301
(620)-577-9300
WWW.ECHELONAD.COM



CLIENT INFORMATION

CITY OF INDEPENDENCE
JERRY HARRISON
POLICE CHIEF
811 W. LAUREL
INDEPENDENCE, KS 67301
(620) 332-1700



MEP ENGINEER

PKMR ENGINEERS, LLC
2933 SW WOODSIDE DR. SUITE C
TOPEKA, KS 66614
(785) 273-2447
WWW.PKMRENG.COM



GENERAL CONTRACTOR

McCOWNGORDON
255 N. MEAD SUITE 200
WICHITA, KS 67202
(316) 303-7759

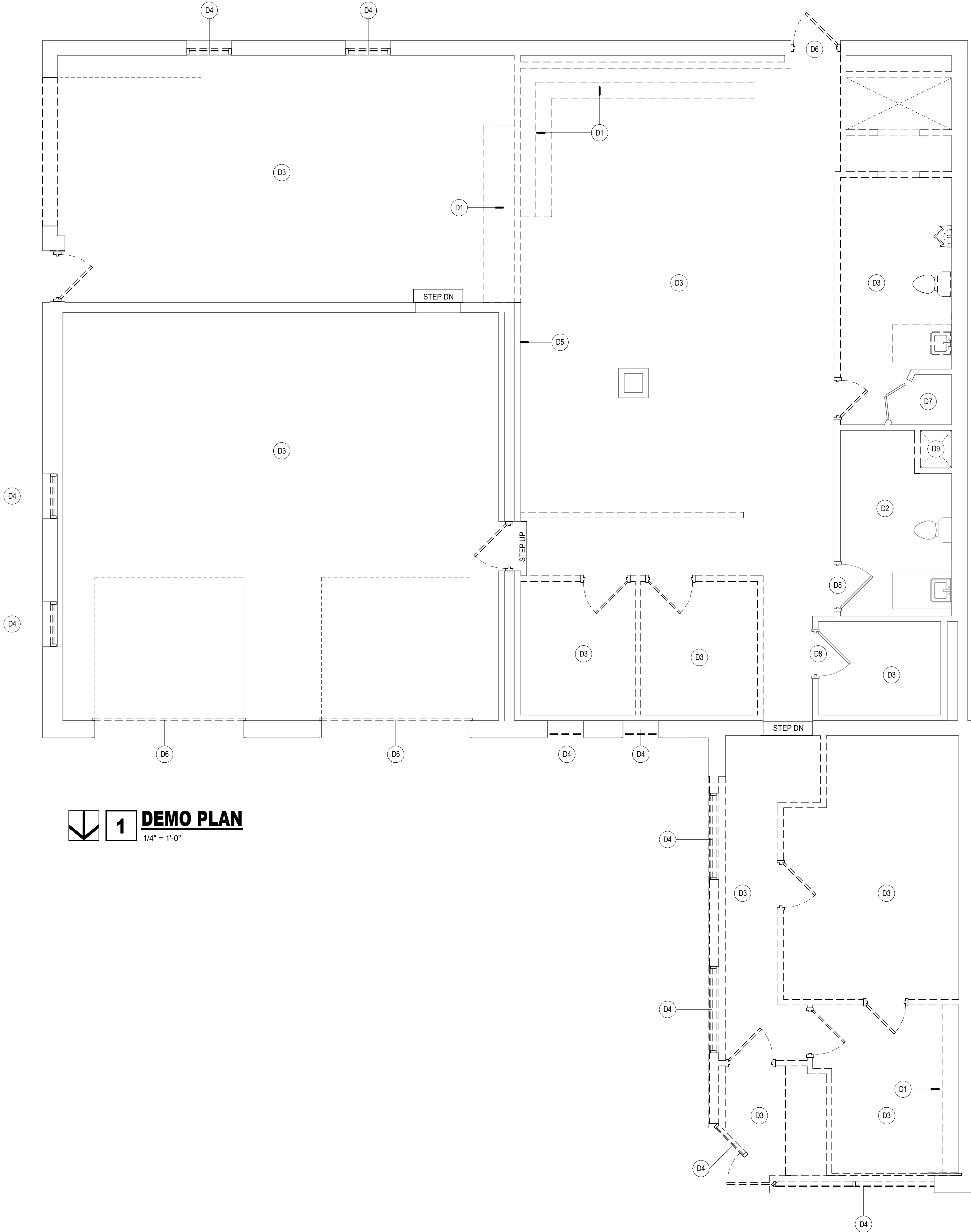
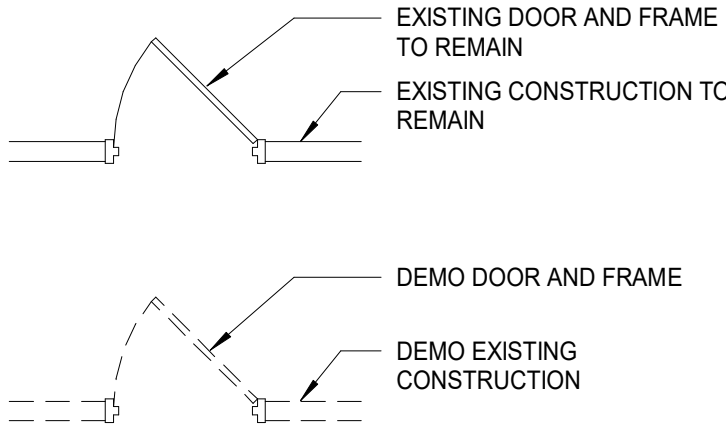
DEMOLITION GENERAL NOTES:

1. THESE DRAWINGS ARE INTENDED TO OUTLINE THE GENERAL SCOPE OF THE WORK. CONTRACTORS SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING ANY WORK. CONTRACTORS SHALL ALSO BE RESPONSIBLE FOR ADHERING TO ALL APPLICABLE CODES AND GENERALLY ACCEPTED TRADE PRACTICES.
2. EACH CONTRACTOR SHALL VERIFY EXISTING CONDITIONS. CONTRACTOR SHALL REPORT ALL DISCREPANCIES OR OMISSIONS THAT OCCUR TO THE ARCHITECT.
3. THE REMOVAL OF ANY AND ALL GYPSUM BOARD OR PLASTER WILL INCLUDE THE REMOVAL OF ALL NAILS AND/OR SCREWS USED THROUGHOUT INSTALLATION.
4. ALL REMOVED EXTERIOR DOORS AND/OR WINDOW OPENINGS SHALL BE TEMPORARILY BUT SECURELY INFILLED WITH WOOD FRAMING AND EXTERIOR PLYWOOD SHEATHING, WITH 4 MIL POLYETHYLENE FOR MOISTURE PROTECTION.
5. CONTRACTOR SHALL TAKE NECESSARY MEASURES TO PROTECT ALL EXISTING FINISHES AND CONSTRUCTION ELEMENTS SCHEDULED TO REMAIN DURING DEMOLITION AND CONSTRUCTION.
6. COORDINATE DEMOLITION OF EXISTING UTILITIES WITH ELECTRICAL, PLUMBING AND MECHANICAL DRAWINGS. ALL REMOVED PLUMBING FIXTURES AND TOILET ACCESSORIES ARE TO BE SALVAGED AND STORED FOR FUTURE RE-USE.
7. NO DEMOLITION OF LOAD BEARING WALL SYSTEMS IS INTENDED. IF DISCREPANCIES ARE FOUND, NOTIFY THE ARCHITECT AND OWNER IMMEDIATELY AND DO NOT PROCEED WITH ANY ADDITIONAL WORK UNTIL INSPECTION HAS OCCURRED OR APPROVAL IS GIVEN BY ARCHITECT/OWNER.
8. COORDINATE EXTEND OF SELECTIVE DEMOLITION WITH THE FLOOR PLANS AS REQUIRED.
9. FLOORING DEMO SCOPE: REMOVE ALL FLOOR FINISHES IN THEIR ENTIRETY, UNLESS NOTED OTHERWISE. REMOVE UNDERLAYMENT'S TO BRING THE FLOOR FLUSH WITH THE ADJACENT FLOORINGS.
10. CEILING DEMO SCOPE: CEILINGS ARE LARGELY INTENDED TO BE REMOVED AND REPLACED DUE TO THE INTENSIVE SCOPE OF HVAC REPLACEMENT.
11. SALVAGE AND RE-USE: SALVAGE AND STORE FOR RE-USE REMOVED DOORS, FRAME AND DOOR HARARE, REMOVED TOILET ACCESSORIES AND LAVATORY. PROVIDE ITEMIZED INVENTORY OF SALVAGED PRODUCTS FOR ARCHITECT/OWNER OF SALVAGED PRODUCTS FOR ARCHITECT/OWNER. INTERNET FOR RE-USE IS INDICATED ON THE FLOOR PLANS. ITEMS NOT SCHEDULED FOR RE-USE SHALL BE DISPOSED OF.
12. DOOR AND FRAME SALVAGE SCOPE: REMOVE, PROTECT AND SALVAGE DOORS INDICATED ON THE PLAN FOR RE-USE. FRAMES AND HARDWARE FOR RE-USE AS INDICATED ON THE PLAN. DOOR FRAME AND HARDWARE SCHEDULE AND AS SPECIFIED. ORGANIZE DOOR BY HANDING AND LABEL ALL OPENING SPECIFIC HARDWARE TO ACCOMMODATE FUTURE RE-USE.
13. SEE ME202 FOR ADDITIONAL MEP DEMOLITION AND NOTES.

DEMOLITION KEYNOTES:

- D1 REMOVE EXISTING CASEWORK AND COUNTERTOPS.
- D2 CEILING, FLOORING, AND SHOWER TO BE REMOVED/REUSE EXISTING LAV. AND TOILET.
- D3 REMOVE ACOUSTIC CEILINGS, GRID, FIXTURES AND EQUIPMENT IN THEIR ENTIRETY IN ALL AREAS TO ACCOMMODATE NEW HVAC SCOPE AS WELL AS MAJOR RENOVATION.
- D4 REMOVE EXISTING WINDOW AND WALL CONSTRUCTION AS REQUIRED AND INFILL OPENING.
- D5 PROTECT EXISTING ELECTRICAL PANELS TO REMAIN FOR RE-USE (VIF).
- D6 EXISTING DOOR TO BE REMOVED AND INFILL WALL.
- D7 DEMO EXISTING HOT WATER HEATER AND REPLACE WITH NEW HOT WATER HEATER IN SAME LOCATION.
- D8 PROTECT AND RE-USE EXISTING DOORS.
- D9 RE-USE EXISTING FLOOR DRAIN FOR EMERGENCY EYE WASH/SHOWER STATION.

FLOOR PLAN LEGEND



ECHELON
ARCH + DESIGN

107 1/2 N. PENNSYLVANIA AVE.
SUITE 2F
INDEPENDENCE, KANSAS 67301
620-331-6171
www.EchelonAD.com

CERTIFIED BY

JAMES M. KING
LICENSED
1329
6/2/2022
KANSAS
ARCHITECT

RENOVATION TO

EVIDENCE STORAGE-INDY

225 E MAIN STREET
INDEPENDENCE, KS

DRAWING

DEMOLITION
PLAN

MANAGER
MDB

DRAWN BY
ANF

REVISIONS

PROJECT NUMBER
22-22

DATE
6/2/2022

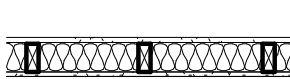
SHEET NUMBER

D101

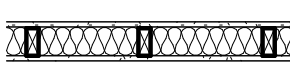
GENERAL PLAN NOTES:

- THESE DRAWINGS ARE INTENDED TO OUTLINE THE GENERAL SCOPE OF THE WORK. CONTRACTORS SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING ANY WORK. CONTRACTORS SHALL ALSO NE RESPONSIBLE FOR ADHERING TO ALL APPLICABLE CODES AND GENERALLY ACCEPTED TRADE PRACTICES.
- EACH CONTRACTOR SHALL VERIFY EXISTING CONDITIONS CONTRACTOR SHALL REPORT ANY DISCREPANCIES OR OMISSIONS THAT MAY OCCUR TO THE ARCHITECT OR OWNER.
- DIMENSIONS ARE FORM FACE OF WALL TO FACE OF WALL, MASONRY, OR EXISTING WALL SURFACE, UNLESS NOTED OTHERWISE.
- ALL NEW DOOR FRAME OPENINGS SHALL BE 6" FROM ADJACENT WALLS UNLESS NOTED OTHERWISE.
- PROVIDE NECESSARY BLOCKING, CONCEALED WITHIN THE CONSTRUCTION, AS REQUIRED FOR ANY AND ALL ITEMS THAT MUST BE SECURED TO THE WALL. VERIFY LOCATIONS WITH OWNER.
- REFER TO DOOR SCHEDULE FOR SIZE, TYPE AND FINISH OF ALL NEW DOORS AND FRAMES.

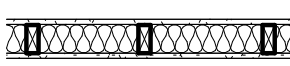
WALL TYPES:



W1 - 3 5/8" WOOD STUDS @ 16" O.C. WITH BATT INSULATION AND 5/8" GYPSUM BOARD BOTH SIDES TO DECK.



W2 - INFILL EXISTING OPENING, MATCH EXISTING WALL THICKNESS AND CONSTRUCTION WHERE PROVIDING WALL FRAMING INFILL IN EXISTING WALLS. INTERIOR WALLS TO HAVE 5/8" GYP BD. EXTERIOR WALLS TO HAVE HARDIE BOARD SIDING.



W3 - INFILL EXISTING OPENING, MATCH EXISTING WALL THICKNESS AND CONSTRUCTION WHERE PROVIDING WALL FRAMING INFILL IN EXISTING WALLS. INTERIOR WALLS NO WORK. EXTERIOR WALLS TO HAVE HARDIE BOARD SIDING.

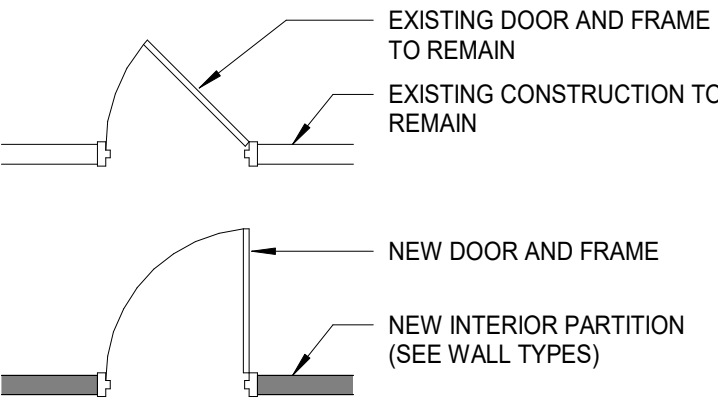
WALL TYPE NOTES:

- MATCH EXISTING WALL THICKNESS WHERE PROVIDING WALL FRAMING INFILL IN EXISTING WALLS (FIELD VERIFY).
- ALL NEW GYP. BD. WALLS TO BE LEVEL 4 FINISH, PATCH AND REPAIR ANY EXISTING GYP. BD. WALLS TO MATCH EXISTING CONDITIONS, AS REQUIRED.

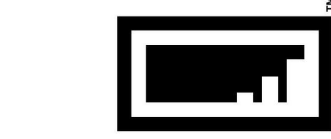
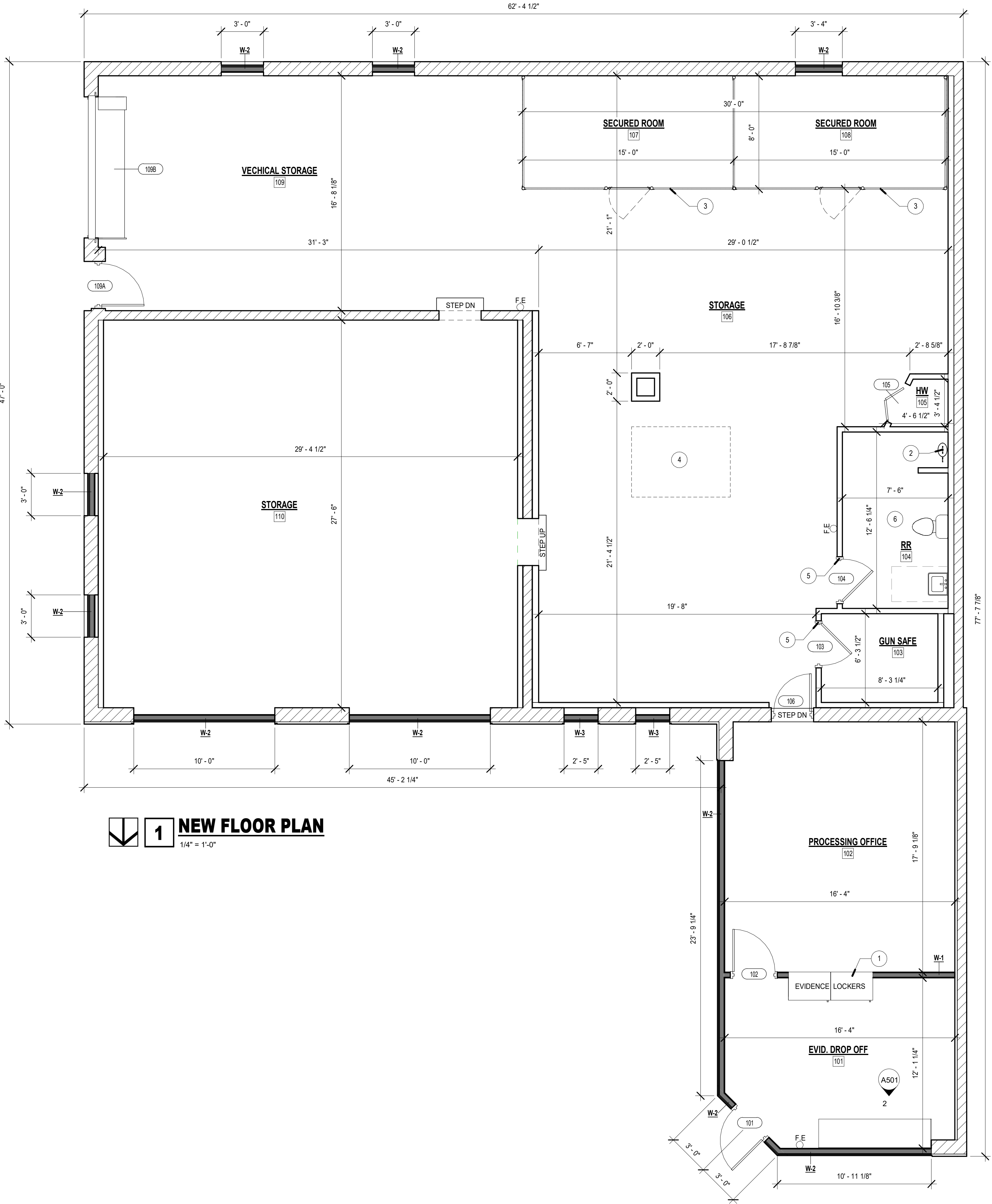
FLOOR PLAN KEYNOTES:

- EVIDENCE LOCKERS BY OWNER. VERIFY SIZE PRIOR TO INSTALL.
- EMERGENCY EYE WASH/SHOWER STATION. RE-USE EXISTING FLOOR DRAIN FOR EYE WASH STATION.
- EVIDENCE CAGES - VERIFY WITH OWNER ABOUT EXISTING PANELS AND PURCHASE ADDITIONAL PANELS AND FILLERS AS NEEDED TO COMPLETE LAYOUT. PURCHASE CEILING PANELS TO PROVIDE FULLY ENCLOSED SPACE.
- INSTALL SECURITY SYSTEM WITH ALARM FOR EXISTING SKYLIGHT.
- PROTECT AND RE-USE EXISTING DOORS.
- PROTECT AND RE-USE PLUMBING FIXTURES AND TOILET ACCESSORIES.

FLOOR PLAN LEGEND



DOOR & FRAME SCHEDULE						
DOOR NUMBER	DOOR		FRAME		FINISH	COMMENTS
	MATERIAL	SIZE	WIDTH	HEIGHT		
101	METAL	3' - 0"	7' - 0"	HM	PAINT	KEY CARD READER HARDWARE - SEE MANUFACTURER SPEC
102	METAL	3' - 0"	7' - 0"	HM	PAINT	KEY ENTRY HARDWARE - SEE MANUFACTURER SPEC
103	EXISTING	3' - 0"	7' - 0"	EXISTING	PAINT	EXISTING DOOR
104	EXISTING	3' - 0"	7' - 0"	EXISTING	PAINT	EXISTING DOOR
105	EXISTING	3' - 0"	7' - 0"	EXISTING	PAINT	EXISTING DOOR
106	METAL	2' - 8"	7' - 0"	-	PAINT	WIRE CAGE DOOR W/ KEY ENTRY HARDWARE-VERIFY EXISTING OPENING WIDTH
109A	METAL	3' - 0"	7' - 0"	HM	PAINT	KEY ENTRY HARDWARE - SEE MANUFACTURER SPEC
109B	STEEL	10' - 0"	10' - 0"	-	PAINT	SECURE OH DOOR-VERIFY NEW DOOR WILL FIT IN EXISTING OPENING



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RENOVATION TO
EVIDENCE STORAGE-INDY
225 E MAIN STREET
INDEPENDENCE, KS

DRAWING

**FLOOR PLAN &
DOOR
SCHEDULE**

MANAGER
MDB

DRAWN BY
ANF

REVISIONS

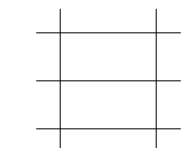
PROJECT NUMBER
22-22

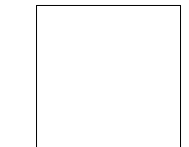
DATE
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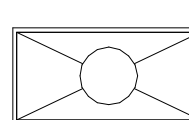
SHEET NUMBER

A101

REFLECTED CEILING LEGEND

- 

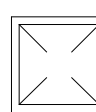
2X4 CEILING TILE
- 

EXPOSED CEILING
- 

2X4 LIGHT TROFFER
REF. MEP DWG'S
- 

1X4 SURFACE LIGHT
REF. MEP DWG'S
- 

WALL MOUNT LIGHT
REF. MEP DWG'S
- 

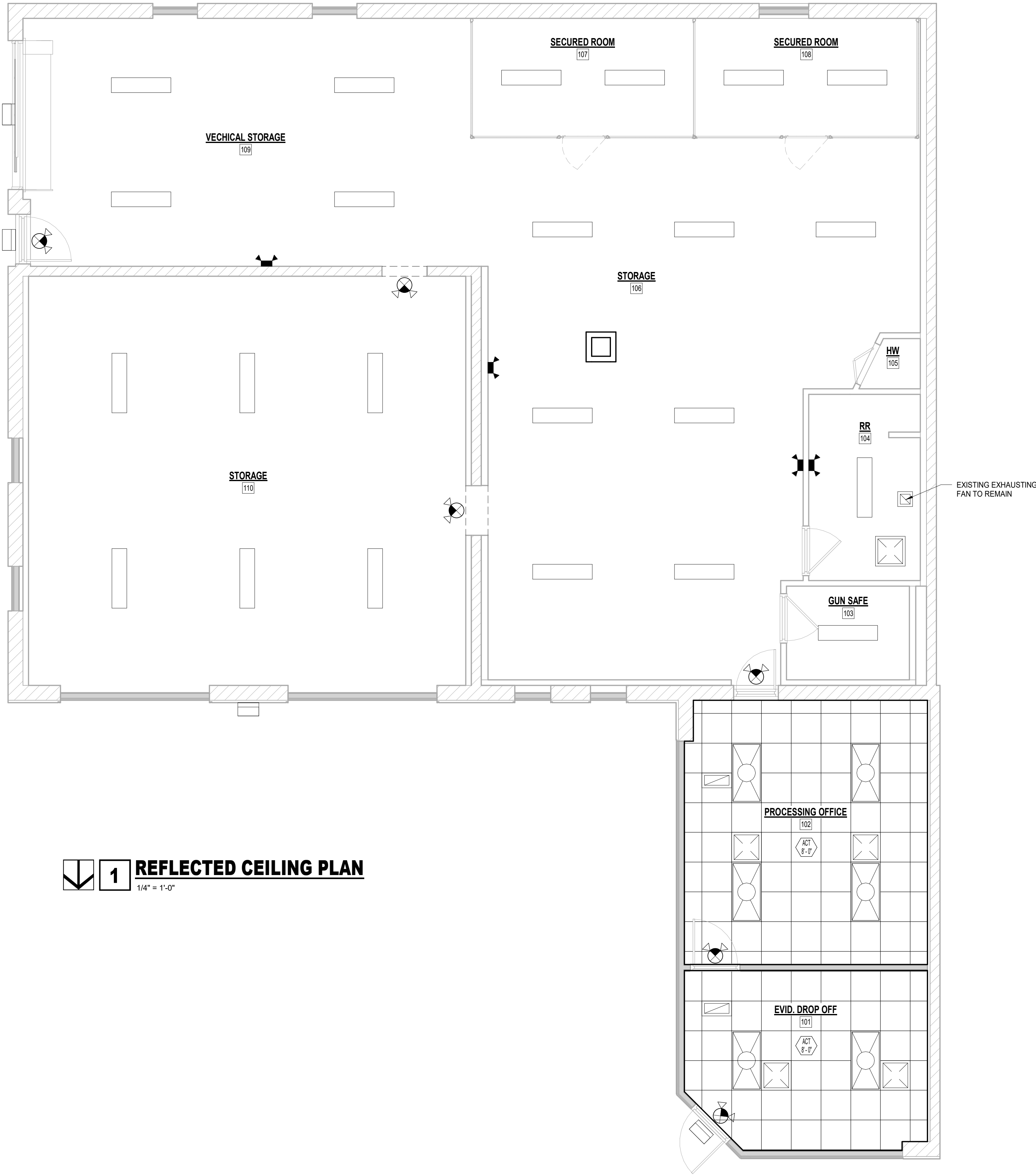
MECHANICAL RETURN AIR DIFFUSER
REF. MEP DWG'S
- 

MECHANICAL SUPPLY AIR DIFFUSER
REF. MEP DWG'S
- 

MECHANICAL EXHAUST FAN
REF. MEP DWG'S
- 

EXIT DEVICE
REF. MEP DWG'S
- 

EMERGENCY LIGHT
REF. MEP DWG'S



1 REFLECTED CEILING PLAN
1/4" = 1'-0"

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REVISIONS

PROJECT NUMBER

22-22

DATE

6/2/2022

SHEET NUMBER

A102

1. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION UNLESS NOTED OTHERWISE.
2. ALL EXTERIOR & INTERIOR FINISH PACKAGE MATCH INDEPENDENCE CITY HALL BUILDING.



1. ALL MILLWORK TO HAVE RUBBER BASE COLOR TO MATCH SURROUNDING BASE.
2. REFER TO FINISH SCHEDULE FOR PLASTIC LAMINATE AND COUNTERTOP FINISH SPECIFICATIONS.
3. BASE CABINETS ARE 2'-0" DEEP.
4. CASEWORK TO BE ANCHORED TO WALL AND FLOOR.
5. APPLY COLORED CAULK TO MATCH ADJACENT SURFACE BETWEEN COUNTERTOP AND BOTTOM OF BACKSPLASH. APPLY CLEAR SILICONE CAULKING OVER THE COLORED CAULK IN BOTH JOINT AREAS.



<u>MARK</u>	<u>MATERIAL</u>	<u>MANUFACTURER</u>	<u>STYLE/PATTERN</u>	<u>COLOR/FINISH</u>	<u>SIZE/TYPE</u>	<u>COMMENTS</u>
1-WALLS						
P1	PAINT	SHERWIN WILLIAMS				
P2	PAINT	SHERWIN WILLIAMS				
P3	PAINT	SHERWIN WILLIAMS				
P4	PAINT	SHERWIN WILLIAMS				
P5	PAINT	SHERWIN WILLIAMS				
2-BASE						
RB	RESILIENT COVE BASE				4" COVE	ROLLED GOODS
3-FLOORING						
SC	SEALED CONCRETE					
4-MILLWORK						
CT1	COUNTERTOP					
PL1	PLASTIC LAMINATE	FORMICA	MATTE-5884-58	CHESTNUT WOODLINE	3MM EDGE BAND	

ROOM	ROOM NAME	FLOOR	BASE	WALLS	WALLS				CEILING	COMMENTS
					NORTH	EAST	SOUTH	WEST		
101	EVID. DROP OFF	SC	RB	P					ACT	
102	PROCESSING OFFICE	SC	RB	P					ACT	
103	GUN SAFE	SC	RB	P					EXP	
104	RR	SC	RB	P					EXP	
105	HW	SC	-	P					EXP	
106	STORAGE	SC	RB	P					EXP	
107	SECURED ROOM	SC	RB	P					EXP	
108	SECURED ROOM	SC	RB	P					EXP	
109	VECHICAL STORAGE	SC	RB	P					EXP	
110	STORAGE	SC	RB	P					EXP	



DRAWING

ELEVATIONS, FINISHES & SCHEDULES

MANAGER

MDE

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MDB	ANF
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REVISIONS

PROJECT NUMBER

22-22

DATE _____

6/2/2022

SHEET NUMBER

A501

MECHANICAL AND PLUMBING SYMBOL LEGEND

SOME SYMBOLS AND ABBREVIATIONS ON THIS LEGEND MAY NOT BE USED

SHEET METAL		
	HIGH EFFICIENCY ROUND DUCT TAKEOFF (WITH & WITHOUT MANUAL DAMPER)	
	SPIN-IN ROUND DUCT TAKEOFF (WITH & WITHOUT MANUAL DAMPER)	
	CONICAL BELLMOUTH ROUND TAKEOFF	
	ROUND DUCT RUNOUT WITH FLEX DUCT	
	DUCTWORK ELBOW (WITH & WITHOUT TURNING VANES)	
	FD-FIRE DAMPER	
	SS-FIRE/SMOKE DAMPER	
	SS-BACKDRAFT DAMPER (GRAVITY)	
	AUTOMATIC MOTORIZED DAMPER	
	SUPPLY DIFFUSER AND DIFFUSER CALLOUT (NECK SIZE, TYPE AND CFM)	
	LINEAR/SLOT DIFFUSER	
	RETURN GRILLE OR EXHAUST REGISTER	
	SUPPLY AIR FLOW INDICATOR	
	RETURN AND EXHAUST AIR FLOW INDICATOR	
	THERMOSTAT	
	TEMPERATURE SENSOR	
	HUMIDISTAT	
	CONTROL WIRING	
GENERAL SYMBOLS		
	INDICATES CONNECT TO EXISTING	
	INDICATES ELEVATION	
MECHANICAL PIPING		
RL	REFRIGERANT LIQUID	
RS	REFRIGERANT SUCION	
D	DRAIN (CONDENSATE)	
CA	COMPRESSED AIR	
CWS	CHILLED WATER SUPPLY	
CWR	CHILLED WATER RETURN	
C/HWS	CHILLED/HOT WATER SUPPLY	
C/HWR	CHILLED/HOT WATER RETURN	
HWS	HOT WATER SUPPLY	
HWR	HOT WATER RETURN	
CTWS	COOLING TOWER SUPPLY	
CTWR	COOLING TOWER RETURN	
STM	STEAM (ANY P'S DENOTE PRESSURE)	
CR	CONDENSATE RETURN (P'S DENOTE PRESSURE)	
RV	REFRIGERANT VENT	
RD	RUPTURE DISK	
PLUMBING PIPING		
—	DOMESTIC COLD WATER	
—	DOMESTIC HOT WATER	
—	REGRULATING DOMESTIC HOT WATER	
—SW	WASTE ABOVE GRADE OR FLOOR	
—SNW	WASTE BELOW GRADE OR FLOOR	
—ST	STORM ABOVE GRADE OR FLOOR	
—ST	STORM BELOW GRADE OR FLOOR	
—ST/O	STORM OVERFLOW ABOVE GRADE OR FLOOR	
—ST/O	STORM OVERFLOW BELOW GRADE OR FLOOR	
—V	PLUMBING VENT	
—W	WATER SERVICE	
—G	GAS (NATURAL)	
—PD	FROM PUMP PUMP DISCHARGE	
—CA	COMPRESSED AIR	
—LP	PROPANE	
—SCW	SOFT DOMESTIC COLD WATER	
—SHW	SOFT DOMESTIC HOT WATER	
—SRW	SOFT REGRULATING HOT WATER	
PIPING SYMBOLS		
	SHUTOFF VALVE	
	SHUTOFF VALVE IN RISER	
	BALANCING VALVE	
	PLUG VALVE	
	AUTO FLOW CONTROL VALVE	
	PIPING ELBOW UP	
	PIPING ELBOW DOWN	
	PIPING TEE	
	PIPING ELBOW	
	PIPING TEE UP	
	PIPING TEE DOWN	
	INCREASE / REDUCER	
	CAP	
	PIPE FLEX	
	STRAINER	
	CHECK VALVE	
	INLINE STRAINER	
	TEST PLUG	
	GUIDE	
	ANCHOR	
	TRIPLE DUTY VALVE	
	AUTOMATIC 2-WAY CONTROL VALVE	
	AUTOMATIC 3-WAY CONTROL VALVE	
	SOLENOID VALVE	
PLUMBING FIXTURES/EQUIPMENT		
	HOSE BIBB	
	WALL HYDRANT	
	CLEAN OUT	
	REDUCED PRESSURE BACKFLOW PREVENTER	
	DOUBLE CHECK BACKFLOW PREVENTER	
	PLUMBING FIXTURE AND CALLOUT	
	FD: FLOOR DRAIN, AD: AREA DRAIN, FS: FLOOR SINK, RD: ROOF DRAIN, ORD: OVER/UNDER ROOF DRAIN	

ELECTRICAL SYMBOL LEGEND

SOME SYMBOLS AND ABBREVIATIONS ON THIS LEGEND MAY NOT BE USED

CIRCUITING		POWER DEVICES		FIRE ALARM	
	HOME RUN (2#12 1#120 UNO)		DUPLEX RECEPTACLE		MANUAL PULL STATION
	INDICATES 2 PHASE, 1 N, & 1 GRD CONDUCTOR		LINE THRU DEVICE INDICATES ABOVE COUNTER		CEILING SMOKE DETECTOR
	HOME RUN: INDICATES SHARED CIRCUIT		SPECIAL DUPLEX RECEPTACLE (GFCI, ISOLATED GROUND, ETC.)		DUCT SMOKE DETECTOR
	HOME RUN: INDICATES #10 CONDUCTORS ENTIRELY		QUADPLEX RECEPTACLE		HEAT DETECTOR
UTILITIES			SIMPLEX RECEPTACLE W/NEMA CONFIG AS NOTED		WATERFLOW SWITCH
	UNDERGROUND ELECTRICAL		MULTI-POLE RECEPTACLE W/NEMA CONFIG AS NOTED		TAMPER SWITCH
	OVERHEAD ELECTRICAL		CEILING MOUNTED RECEPTACLE		VISIBLE NOTIFICATION DEVICE WITH CANELARA RATING. 75cd RATING UNLESS OTHERWISE NOTED ON PLANS.
	TELECOMMUNICATIONS CONDUIT		RECEPTACLE/DEVICE MOUNTED IN "TOMBSTONE"		AUDIBLE/VISIBLE NOTIFICATION DEVICE WITH CANELARA RATING. 75cd UNLESS OTHERWISE NOTED ON PLANS.
	UNDERGROUND TELECOMMUNICATIONS CONDUIT		POKE-THRU WITH POWER		HORN
LIGHTING			POKE-THRU WITH TELECOMMUNICATIONS		CEILING-MOUNTED STROBE LIGHT WITH CANELARA RATING. MINIMUM OF 75cd RATING.
	FLUORESCENT LIGHT FIXTURE		POKE-THRU W/POWER AND TELECOM		CEILING-MOUNTED COMBINATION HORN/STROBE WITH CANELARA RATING. MIN. OF 75cd RATING.
	FLUORESCENT STRIP FIXTURE		SINGLE GANG FLOOR BOX (2, 3, 4 GANG SIMILAR)		CEILING-MOUNTED HORN
	SURFACE/RECESSED LIGHT FIXTURE		DIVIDED POWER POLE		CEILING-MOUNTED SPEAKER
	WALL-MOUNTED LIGHT FIXTURE		CLOCK RECEPTACLE		RELAY
	POLE-MOUNTED LIGHT FIXTURE		PLUG MOLD / WIRE MOLD AS SPECIFIED		FIRE ALARM CONTROL PANEL
	EXIT LIGHT		JUNCTION BOX		FIRE ALARM ANNUNCIATOR PANEL
	BATTERY-OPERATED EMERGENCY LIGHT (WALL MTD)		THERMOSTAT - ELECTRIC		REMOTE ANNUNCIATOR PANEL
	BATTERY-OPERATED EMERGENCY LIGHT (CEILING MTD)		PUSH BUTTON		FIRE ALARM EXTENDER CABINET
	WALL-MOUNTED COMBINATION EXIT LIGHT / BATTERY-OPERATED EMERGENCY LIGHT		MOTOR		DOOR HOLDER
	LIGHT SWITCH - SINGLE POLE	TELEPHONE/DATA			SINGLE / MULTI-STATION 120V SMOKE ALARM
	LIGHT SWITCH - 3-WAY		TELEPHONE OUTLET (SINGLE-GANG BOX WITH (1) 3/4\"/>		ZONE ADDRESSABLE MODULE
	LIGHT SWITCH - 4-WAY		LINE THRU DEVICE INDICATES ABOVE COUNTER		INDIVIDUAL ADDRESSABLE MODULE
	LIGHT SWITCH - KEY		DATA OUTLET (DOUBLE-GANG BOX WITH (2) 3/4\"/>		KITCHEN HOOD FIRE SUPPRESSION SYSTEM PANEL
	LIGHT SWITCH - DIMMER		TELEPHONE/DATA OUTLET (DOUBLE-GANG BOX WITH (2) 3/4\"/>		KITCHEN HOOD REMOTE PULL STATION
	LIGHT SWITCH - PILOT LIGHT		PHONE OUTLET WITH NUMBER OF PHONE JACKS AS INDICATED - SEE DETAILS FOR ADD'L INFO.		AREA OF RESCUE ASSISTANCE STATION
	LIGHT SWITCH - 2 POLE		DATA OUTLET WITH NUMBER OF PHONE JACKS AS INDICATED - SEE DETAILS FOR ADD'L INFO.		AREA OF RESCUE ASSISTANCE MASTER STATION
	LIGHT SWITCH - 3-WAY DIMMER		PHONE/DATA OUTLET WITH NUMBER OF PHONE/DATA JACKS AS INDICATED - SEE DETAILS FOR ADD'L INFO.	SECURITY	
	WALL-MOUNTED MOTION SWITCH		WALL-WIRED WIRELESS INTERNET TRANSMITTER		FIXED CAMERA
	CEILING-MOUNTED MOTION SWITCH		CEILING-MOUNTED WIRELESS INTERNET TRANSMITTER		PAN/TILT/ZOOM CAMERA
	SWITCHBANK - REFER TO DETAILS				PROXIMITY TYPE CARD READER
	DIMMER BOARD				
	REMOTE CONTROL SWITCH AS SCHEDULED				
	TIMECLOCK - REFER TO PLANS / DETAILS				

15000 - MECHANICAL SPECIFICATIONS

SECTION 15000 - MECHANICAL REQUIREMENTS	
1. GENERAL REQUIREMENTS	
A. ALL WORK SHALL BE IN ACCORDANCE W/ LATEST EDITION OF INTERNATIONAL BUILDING, MECHANICAL & PLUMBING CODES, CODES AS ADOPTED BY CITY, COUNTY, STATE & ALL OTHER APPLICABLE CODES.	
B. FURNISH & INSTALL ALL LABOR & MATERIALS REQUIRED FOR COMPLETE, FUNCTIONING, MECHANICAL & PLUMBING SYSTEMS W/ ALL ASSOCIATED EQUIPMENT & APPARATUS AS SHOWN ON PLANS. "PROVIDE" MEANS TO FURNISH & INSTALL.	
C. OBTAIN & PAY FOR ALL PERMITS REQUIRED FOR EXECUTION OF THIS WORK & SHALL MAKE ARRANGEMENTS FOR MODIFICATIONS TO WATER, GAS & SEWER CONNECTIONS TO BUILDING AS REQUIRED BY PERMITS.	
D. VISIT SITE & OBSERVE CONDITIONS UNDER WHICH WORK WILL BE DONE. ANY DISCREPANCIES SHALL BE CALLED TO ARCHITECT'S ATTENTION. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN CONTRACT FOR ANY ERROR OR NEGLIGENCE ON CONTRACTOR'S PART.	
E. FINAL ACCEPTANCE OF WORK SHALL BE SUBJECT TO CONDITION THAT ALL SYSTEMS, EQUIPMENT, APPARATUS & APPLIANCES OPERATE SATISFACTORILY AS DESIGNED & INTENDED. WORK SHALL INCLUDE REQUIRED ADJUSTMENT OF SYSTEMS & CONTROL EQUIPMENT INSTALLED UNDER THESE SPECIFICATIONS.	
F. WARRANT TO OWNER QUALITY OF MATERIAL, EQUIPMENT, WORKMANSHIP & OPERATION OF EQUIPMENT PROVIDED UNDER THESE SPECIFICATIONS FOR ONE YEAR FROM & AFTER COMPLETION OF BUILDING & ACCEPTANCE OF MECHANICAL SYSTEMS BY OWNER.	
G. ALL MATERIALS INSTALLED IN PLUMBING SHALL BE NONCOMBUSTIBLE OR HAVE FLAME/SMOKE INDEX OF NO MORE THAN 25/50 IN ACCORDANCE W/ ASTM E 84.	
H. ROOF PENETRATIONS - MADE BY AUTHORIZED ROOFING CONTRACTOR WHEN REQUIRED.	
SECTION 15100 - PLUMBING	
FIXTURES - SEE SCHEDULES	
B. FIXTURES: AMERICAN STANDARD, KOHLER, CRANE, ZURN, TOTO.	
C. STAINLESS STEEL FIXTURES: ELKAY, JUST, MOEN COMMERCIAL.	
D. FITTINGS & SUPPORTS: JEGAL, SMITH, MADE, ZURN, OR JENSEN/EC.	
E. SEATS: CHURCH, OLSONITE, BEMIS OR BENEKE.	
F. TRIM BY DELTA, ELIER, KOHLER, AMERICAN STANDARD, CRANE, SLOAN.	
G. FLUSHVALVES: SLOAN, ZURN, TOTO.	
EQUIPMENT - SEE SCHEDULES	
A. WATER HEATER: STATE, RHEEM, NATIONAL, A.O. SMITH, PORCELAINIZED GLASSLINED TANK, COLD WATER INLET DROP TUBE, MAGNESIUM ANODE RODS, ULT. SEAL, 160 PSI, FACTORY TEMPERATURE & PRESSURE RELIEF VALVE. N.S.F. CONSTRUCTION, 3 YR WARRANTY.	
EXECUTION	
A. PROVIDE UNIONS OR FLANGED JOINTS IN EACH PIPE LINE PRECEDING CONNECTIONS TO EQUIPMENT TO ALLOW REMOVAL FOR REPAIR OR REPLACEMENT. PROVIDE ALL SCREWED & CONTROL VALVES W/ UNIONS ADJACENT TO EACH CONNECTION. PROVIDE SCREWED END VALVES W/ UNION ADJACENT TO VALVE UNLESS VALVE CAN BE OTHERWISE EASILY REMOVED FROM LINE.	
B. AFTER PIPING IS IN PLACE TEST LINES TO ENSURE NO LEAKS.	
C. ALL PIPING & EQUIPMENT SHALL BE SUPPORTED PROPERLY FROM STRUCTURE.	
D. ESCUTCHEONS - PROVIDE NICKEL-BRASS OR CHROME PLATED ON ALL EXPOSED PIPES WHEN PASSING THRU WALL OR CEILING OF FINISHED ROOMS.	
SECTION 15300 - HVAC	
GENERAL	
A. PROVIDE COMPLETE HVAC SYSTEM AS SHOWN ON DRAWINGS INCLUDING ALL NECESSARY EQUIPMENT, DUCTWORK, DIFFUSERS, GRILLES, & FILTERS. PROVIDE OPERATING & MAINTENANCE INSTRUCTIONS ON ALL EQUIPMENT.	
B. ALL HVAC WORK SHALL BE DONE IN STRICT ACCORDANCE W/ ALL REQUIREMENTS OF LOCAL BUILDING CODE, ASHRAE, NECA, NFP, & ALL OTHER APPLICABLE CODES HAVING JURISDICTION.	
DUCTWORK	
A. HVAC DUCTWORK SHALL BE GALV SHEET METAL OF GAUGES & JOINT TYPES SPECIFIED IN SMOKE MANUAL, PROVIDE TURNING VANES IN ELBOWS.	
B. EXPOSED SPIRAL DUCT SHALL BE DOUBLE WALL SPIRAL INTERIOR INSULATED WITH PERFORATED LINER WITH 1" INSULATION LAYER OF A MINIMUM.	
C. VOLUME DAMPERS SHALL BE MANUAL LOCKING BLADE TYPE.	
D. ALL DUCTWORK MUST BE SUPPORTED PROPERLY FROM STRUCTURE.	
E. WRAP ALL SUPPLY & OUTSIDE AIR HVAC DUCTWORK W/ CERTAINTED 1-1/2" THICK INSULATION W/ VAPOR BARRIER IN CONCEALED LOCATIONS. ALSO LINE FIRST 10' OF SUPPLY DUCTWORK FOR SOUND ATTENUATION (IN ADDITION TO WRAP) EXPOSED DUCTWORK SHALL BE 7'-0" LINER. DO NO WRAP EXPOSED SPIRAL DUCTS.	
SPECIFICATIONS	
A. FLEXIBLE DUCTS - THERMAFLEX OR EQUAL, SOUND RATED TYPE G-KM INSULATED. (DUCT W/O PUBLISHED ACOUSTICAL ATTENUATION RATINGS NOT ACCEPTABLE) TAKE OFF FITTING SHALL BE H-EFF STYLE 1" LOCKING DAMPER. MAXIMUM LENGTH OF FLEXIBLE DUCTWORK SHALL BE 7'-0".	
B. DIFFUSERS & GRILLES - SEE SCHEDULE. EQUIVALENT BY PRICE, TULITE & BAILEY, TULITE, MATEL-AIRE, KREUGER, NARL. COORDINATE COLOR, MOUNTING W/ DUCT, CEILING, ARCHITECT.	
C. LOUVERS - GREENGLASS TYPE FSK-400 FABRICATED GALVANIZED STEEL LOUVER W/ TRIM FRAME. EQUIVALENT BY REXAM, LOUVERS & DAMPERS, GREENGLASS, AMERICAN WARMING 7 VENTILATING, INDUSTRIAL LOUVERS, ACME. COORDINATE FINISH W/ CEILING.	

FIRE SEALING NOTES

- COORDINATE CONSTRUCTION OF OPENINGS AND PENETRATING ITEMS TO ENSURE THAT THROUGH-PENETRATION FIRESTOP SYSTEMS ARE INSTALLED ACCORDING TO SPECIFIED AND APPLICABLE UL REQUIREMENTS.
- COORDINATE SIZING OF SLEEVES, OPENINGS, CORE-DRILLED HOLES, OR CUT OPENINGS TO ACCOMMODATE THROUGH-PENETRATION FIRESTOP SYSTEMS.
- DO NOT COVER UP THROUGH-PENETRATION FIRESTOP SYSTEM INSTALLATIONS UNTIL EXAMINED BY INSPECTOR, IF REQUIRED BY AUTHORITIES HAVING JURISDICTION.
- COMPATIBILITY: PROVIDE THROUGH-PENETRATION FIRESTOP SYSTEMS THAT ARE COMPATIBLE WITH ANOOTHER; WITH THE SUBSTRATES FORMING OPENINGS; AND WITH THE ITEMS, IF ANY, PENETRATING THROUGH-PENETRATION FIRESTOP SYSTEMS, UNDER CONDITIONS OF SERVICE AND APPLICATION, AS DEMONSTRATED BY THROUGH-PENETRATION FIRESTOP SYSTEM MANUFACTURER BASED ON TESTING AND FIELD EXPERIENCE.
- PROVIDE COMPONENTS FOR EACH THROUGH-PENETRATION FIRESTOP SYSTEM THAT ARE NEEDED TO INSTALL FULL MATERIALS. USE ONLY COMPONENTS SPECIFIED BY THROUGH-PENETRATION FIRESTOP SYSTEM MANUFACTURER AND APPROVED BY QUALIFIED TESTING AND INSPECTING AGENCY FOR FIRESTOP SYSTEMS INDICATED.
- PROVIDE SLEEVES THROUGH ALL FIRE-RATED WALLS AND FILL VOIDS SURROUNDING SLEEVES AND INTERIOR TO SLEEVES AROUND PIPING WITH FIRE STOP PUTTY WITH UL LISTED 3 HOUR RATING INSTALLED AS PER MANUFACTURERS RECOMMENDATIONS.
- FIRE SEAL ALL PIPING, CONDUIT, CABLE, ETC PENETRATIONS ROUTED THROUGH FIRE RATED WALLS.
- PROVIDE FIRE RATED ENCLOSURES OR WRAPS ON FLAT FIXTURES AND OTHER ITEMS PENETRATING FIRE RATED CEILING, FLOOR/CEILING, CEILING/ROOF ASSEMBLIES TO MAINTAIN UL LISTING FOR CONSTRUCTION.

GEN. MECHANICAL NOTES

- COMPLETE INSTALLATION SHALL BE IN ACCORDANCE WITH THE LATEST ADOPTED VERSION OF THE INTERNATIONAL MECHANICAL CODE, LOCAL AND STATE CODES, AND REQUIREMENTS OF THE AHJ.
- ANY POWER FOR CONTROL SYSTEMS TO BE PROVIDED BY E/C IS INDICATED ON ELECTRICAL PLANS. ANY ADDITIONAL LINE VOLTAGE OR LOW VOLTAGE POWER REQUIRED BY THE M/C OR SUBCONTRACTORS TO HAVE A FULLY FUNCTIONING SYSTEM SHALL BE PROVIDED BY THE M/C CONTRACTOR OR SUBS.
- ALL EQUIPMENT SHALL BE ADEQUATELY AND PROPERLY SUPPORTED AND FASTENED FROM STRUCTURE.
- ALL EQUIPMENT AND ACCESSORIES INSTALLED IN CONCEALED SPACES REQUIRING ACCESS SHALL BE PROVIDED WITH ACCESS DOORS MEETING ANY FIRE REQUIREMENTS OF THE WALL/CILING THEY ARE INSTALLED.
- EACH AIR HANDLING UNIT OVER 2000CFM SHALL BE PROVIDED WITH A SMOKE DETECTOR TO SHUT DOWN THE UNIT PER IMC 606 AS REQUIRED BY AHJ. COORDINATE WITH OTHER TRADES.
- START UP AND ADJUST ALL EQUIPMENT AND VERIFY ALL MECHANICAL SYSTEMS IN OPERATION IN ACCORDANCE WITH THEIR INTENDED PURPOSES. SUBMIT BALANCE AND START UP REPORTS TO THE A/E. REFER TO SPECIFICATIONS FOR ANY ADDITIONAL REQUIREMENTS.

GENERAL PLUMBING NOTES

- COMPLETE INSTALLATION SHALL BE IN ACCORDANCE WITH THE LATEST ADOPTED VERSION OF THE INTERNATIONAL PLUMBING CODE, LOCAL AND STATE CODES, AND REQUIREMENTS OF THE AHJ.
- NO PIPING SHALL BE INSTALLED IN EXTERIOR WALLS SUBJECT TO FREEZING TEMPERATURES. PIPING IN EXTERIOR WALLS SHALL BE INSTALLED ON THE WARM SIDE OF BUILDING INSULATION, INSULATED AND THE CHASE SHALL BE VENTILATED WITH GRILLES ALLOWING INDOR AMBENT CONDITIONS TO CIRCULATE THROUGH THE CHASE.
- PROVIDE CLEANOUTS IN THE FOLLOWING LOCATIONS:
 - IN ALL HORIZONTAL DRAINS (WITHIN THE BUILDING) NOT MORE THAN 100 FEET APART.
 - IN BUILDING SEWERS LOCATED NO MORE THAN 100 FEET APART MEASURED FROM THE UPSTREAM ENTRANCE OF THE CLEANOUT.
 - EACH CHANGE OF DIRECTION OF THE BUILDING DRAIN OR HORIZONTAL WASTE OR SOIL LINES GREATER THAN 45 DEGREES WHERE MORE THAN ONE CHANGE OF DIRECTION OCCURS IN A RUN OF PIPING ONLY ONE CLEANOUT SHALL BE REQUIRED FOR EACH 40 FEET OF DEVELOPED LENGTH OF THE DRAINAGE PIPING.
 - THE BASE OF EACH WASTE OR SOIL STACK.
 - NEAR THE JUNCTION OF THE BUILDING DRAIN AND BUILDING SEWER.

GENERAL ELECTRICAL NOTES

- COMPLETE INSTALLATION SHALL BE IN ACCORDANCE WITH THE LATEST ADOPTED VERSION OF THE NATIONAL ELECTRICAL CODE, LOCAL AND STATE CODES, AND REQUIREMENTS OF THE AHJ.
- COORDINATE LOCATIONS OF RECEPTACLE, SWITCHES, ETC. WITH ARCHITECTURAL CASEWORK AND ELEVATIONS.
- REFER TO MOUNTING HEIGHTS DETAIL FOR MOUNTING HEIGHTS OF ALL DEVICES NOT INDICATED OTHERWISE.
- PROVIDE ALL EMPTY CONDUITS WITH PULL STRINGS AND BUSHED ENDS.
- CONTRACTOR SHALL CONCEAL ALL CONDUIT, FITTINGS, AND DEVICES FROM VIEW WHERE REASONABLY POSSIBLE.

16000 - ELECTRICAL SPECIFICATIONS

SECTION 16000 - ELECTRICAL REQUIREMENTS

GENERAL REQUIREMENTS

- A. ALL WORK SHALL BE IN ACCORDANCE W/ LATEST EDITION OF INTERNATIONAL BUILDING CODE, NATIONAL ELECTRICAL CODE, NFPA, CODES AS ADOPTED BY CITY, COUNTY, STATE & ALL OTHER APPLICABLE CODES.
- B. ALL MATERIALS & EQUIPMENT SHALL BE NEW & SHALL BEAR UL LABEL WHERE APPLICABLE. PROVIDE WATERPROOF EQUIPMENT ENCLOSURES WHERE REQUIRED.
- C. OBTAIN & PAY FOR ALL PERMITS REQUIRED FOR EXECUTION OF THIS WORK & SHALL MAKE ARRANGEMENTS FOR MODIFICATIONS TO ELECTRICAL CONNECTIONS TO BUILDING AS REQUIRED BY PERMITS.
- D. CONTRACTOR SHALL PROVIDE ALL LABOR & MATERIALS REQUIRED TO HAVE COMPLETE FUNCTIONING ELECTRICAL LIGHTING & POWER SYSTEMS TOGETHER W/ ALL ASSOCIATED EQUIPMENT & APPARATUS AS SHOWN ON PLANS.
- E. WHERE AN ELECTRICAL DEVICE IS REQUIRED BY CODE BUT NOT SHOWN, IT SHALL BE PROVIDED AS THOUGH FULLY SHOWN & SPECIFIED.
- F. CONTRACTOR SHALL VISIT SITE & OBSERVE CONDITIONS UNDER WHICH WORK WILL BE DONE. ANY DISCREPANCIES SHALL BE CALLED TO ARCHITECT'S ATTENTION. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN THIS CONNECTION FOR ANY ERROR OR NEGLIGENCE ON CONTRACTOR'S PART.
- G. FINAL ACCEPTANCE OF WORK SHALL BE SUBJECT TO CONDITION THAT ALL SYSTEMS, EQUIPMENT, APPARATUS & APPLIANCES OPERATE SATISFACTORILY AS DESIGNED & INTENDED. WORK SHALL INCLUDE REQUIRED ADJUSTMENT OF SYSTEMS & CONTROL EQUIPMENT INSTALLED UNDER THESE SPECIFICATIONS.
- H. WARRANT TO OWNER QUALITY OF MATERIAL, EQUIPMENT, WORKMANSHIP & OPERATION OF EQUIPMENT PROVIDED UNDER THESE SPECIFICATIONS FOR ONE YEAR FROM & AFTER COMPLETION OF BUILDING & ACCEPTANCE OF MECHANICAL SYSTEMS BY OWNER.
- I. ALL MATERIALS INSTALLED IN PLUMBING SHALL BE NONCOMBUSTIBLE OR HAVE FLAME/SMOKE INDEX OF NO MORE THAN 25/50 IN ACCORDANCE W/ ASTM E 84.

SECTION 16100 - CONDUIT & CONDUCTORS

- A. FOLLOW CIRCUITING SHOWN ON PLANS. USE NO CONDUIT SMALLER THAN 1/2" & NO CONDUCTORS SMALLER THAN #12 GA UNLESS NOTED OTHERWISE.
- B. WIRE SHALL BE IN NON-FLEXIBLE METALLIC CONDUIT (EMT, IMC OR RMC) FOR ALL CIRCUITS AND FEEDERS GREATER THAN 30A. LIGHT SWITCH RISERS, KITCHEN CIRCUITS & HOME RUNS.
- C. MC CABLE ACCEPTABLE FOR BRANCH CONNECTIONS AND LIGHTING CIRCUITS. DO NOT DASH CHAIN LIGHT FIXTURES.
- D. CONDUIT INSTALLED BELOW GRADE SHALL BE SCHEDULE 80 PVC HEAVY WALL PLASTIC CONDUIT MEETING NEMA STANDARDS & UL LISTED FOR UNDERGROUND & EXPOSED USE. PROVIDE GRS RADIOUS BENDS & RISERS AS CONDUITS RISE ABOVE GRADE OR ABOVE FLOOR SLAB.
- E. PROVIDE INTERLOCKING SPACERS FOR MULT RUNS OF UN CONDUITS IN SAME TRENCH.
- F. LIGHTING & RECEPTACLE CIRCUIT CONDUCTORS SHALL BE COPPER THW/THHN 600 VOLT, 75 DEG C, COLOR CODED AS DESCRIBED UNDER APPLICABLE CODES. NO BENDS, PLASTIC FLEX TUBING ETC PERMITTED. LIGHT FIXTURE WIRE INSULATION RATING SHALL BE TEMP RATING NOT LESS THAN INDIVIDUAL FIXTURE MANUF RECOMMENDED RATING.
- G. CIRCUITS W/ NO, 8 OR LARGER CONDUCTORS, MOTOR CIRCUITS, POWER & FEEDER CIRCUITS & BUILDING SERVICE FEEDERS SHALL BE COPPER THW/THHN 600 VOLT, 75 DEG C.
- H. ALL CONDUIT, JUNCTION BOXES, ETC. ABOVE CEILINGS SHALL BE SUPPORTED FROM STRUCTURE. PIPE SLEEVES, HANGERS & SUPPORTS SHALL BE FURNISHED & SET & CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER & PERMANENT LOCATIONS.

SECTION 16200 - GROUNDING

- A. SUPPLEMENT GROUNDING NEUTRAL OF SECONDARY DISTRIBUTION SYSTEM W/ EQUIPMENT GROUNDING SYSTEM, INSTALLED SO THAT METALLIC STRUCTURES, ENCLOSURES, RACKWAYS, JUNCTION BOXES, OUTLET BOXES, CABINETS, MACHINE FRAMES, PORTABLE EQUIPMENT AND OTHER CONDUCTIVE ITEMS OPERATE CONTINUOUSLY AT GROUND POTENTIAL & PROVIDE LOW IMPEDANCE PATH FOR GROUND FAULT CURRENTS.
- B. SYSTEM SHALL COMPLY W/ NATIONAL ELECTRICAL CODE, DRAWINGS & AS SPECIFIED.
- C. PROVIDE EQUIPMENT GROUND BUS IN BASE OF LOW VOLTAGE, SWITCHGEAR GRAZED OR OTHERWISE ADEQUATELY CONNECTED BY AN APPROVED METHOD TO GROUND RODS.
- D. PRIOR TO CONDUIT GROUND INSULATED COPPER GROUND CONDUCTOR TO MAIN METALLIC WIRE SERVICE ENTRANCE & CONNECT BY MEANS OF ADEQUATE GROUND CLAMPS.
- E. EQUIPMENT GROUNDING CONDUCTORS FOR BRANCH CIRCUIT HOME RUNS SHOWN ON DRAWINGS SHALL INDICATE AN INDIVIDUAL & SEPARATE GROUND CONDUCTOR FOR THAT BRANCH CIRCUIT WHICH SHALL BE TERMINATED AT BRANCH CIRCUIT PANELBOARD, SWITCHBOARD, OR OTHER DISTRIBUTION EQUIPMENT.
- F. PROVIDE LOW VOLTAGE DISTRIBUTION SYSTEM W/ SEPARATE GREEN INSULATED EQUIPMENT GROUNDING CONDUCTOR FOR EACH SINGLE OR THREE-PHASE FEEDER. SINGLE PHASE 120 VOLT BRANCH CIRCUITS FOR LIGHTING & POWER SHALL CONSIST OF PHASE & NEUTRAL CONDUCTORS & GREEN GROUND CONDUCTOR INSTALLED IN CONDUIT. CONDUIT SHALL BE USED AS GROUNDING CONDUCTOR.
- G. GROUNDING CONDUCTORS SHALL BE AS SHOWN ON PLANS OR IF NOT SPECIFICALLY SHOWN SHALL BE NO SMALLER THAN THAT REQUIRED BY NEC.

SECTION 16300 - ELECTRICAL EQUIPMENT

- A. JUNCTION BOXES & OUTLET BOXES SHALL BE GALVANIZED KNOCKOUT TYPE. PROVIDE LIGHTING FIXTURE BOXES IN CEILINGS SHALL BE NOT LESS THAN 4" OCTAGONAL. OUTLET BOXES SHALL BE USED AS SHOWN ON PLANS & LOCATIONS SHOWN ON DRAWINGS EXCEPT OUTLETS MAY BE MOVED 4 FEET IN EITHER DIRECTION IF SO DETECTED. WITHOUT ADDITIONAL COST. BOXES SHALL BE FLUSH MOUNTED ON WALLS FOR CONCEALED WIRING. CHANGEABLE BOXES SHALL BE USED IN ALL OUTPOARD SURFACES.

SECTION 16400 - ELECTRICAL IDENTIFICATION

- A. MANUFACTURE LABELS FOR PANELBOARD & TRANSFORMER. TYPEWRITTEN PANEL SCHEDULE MOUNTED IN PANELS
- B. PRINTED TYPE LABEL FOR EACH RECEPTACLE INDICATING PANEL & CIRCUIT #.
- C. MANUFACTURED LABELS FOR ALL DISCONNECT SWITCHES INDICATING EQUIPMENT SERVED.

- D. BRANCH CIRCUITS - IDENTIFY EACH CIRCUIT W/ WIRE MARKERS WHEN ENCLOSURE LABEL AND WIRE COLOR DO NOT PROVIDE ENOUGH INFORMATION TO IDENTIFY EACH CIRCUIT WITHOUT TRACING. FEEDERS & BRANCH CIRCUIT HOME RUNS W/ WIRE MARKER W/ PANEL & CKT #. BOX COVERS ABOVE LAY-IN CEILINGS NEARLY MARKED W/ INDELEIBLE MARKER.

SECTION 16400 - WIRING DEVICES

- A. CONVENIENCE OUTLETS - SPEC GRADE 20 AMP DUPLEX W/ GROUND & SS WALL PLATES. OTHER OUTLETS SHALL BE VERIFIED W/ EQUIPMENT SUPPLIERS FOR PROPER NEMA CONFIGURATIONS. PROVIDE GFCI RATED DEVICES WHERE INDICATED AND AS REQ'D PER CODE.
- B. PROVIDE GFCI RATED DEVICES WHERE INDICATED AND ANYWHERE REQUIRED PER THE NEC.
- C. PROVIDE ARC PROTECTION ON ALL CIRCUITS REQUIRED PER THE NEC.
- D. PROVIDE TAMPER RESISTANT RECEPTACLES ON ALL RECEPTACLES IN PUBLIC AREAS. AREAS ACCESSIBLE TO CHILDREN, AND WHERE OTHERWISE REQUIRED TO BE TAMPER RESISTANT PER THE NEC.
- E. LIGHT SWITCHES - SPEC GRADE 20 AMP TOGGLE SWITCHES W/ SS WALL PLATES.
- F. WALL MOUNTED SWITCHES - SPEC GRADE 15 AMP, OVERHEAD.
- G. PROVIDE MOUNTING AND SUPPORTING MATERIALS, TECHNOLOGY, MODEL AS REQ'D BY ROOM CONFIGURATION, ALL NECESSARY POWER PULKS AND RELAYS.
- H. WALL MOUNTED SWITCHES (BATHROOM) - DUAL RELAY, SPEC GRADE, 15 AMP, 2ND RELAY TO BE USED FOR EXHAUST FAN.
- I. COLOR OF DEVICES AS DIRECTED BY ARCHITECT.
- J. EQUIVALENT DEVICES BY LEVITON, BRYANT, HUBBELL, WATTSSTOPPER, LITHONIA, SENSOR SWITCH.

EXECUTION

- A. ALL OUTLETS, SHALL BE MOUNTED W/ BOTTOM AT 18" AFF & SWITCHES W/ BOTTOM AT 44" ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE ON PLANS. REFER TO ARCH FOR OTHER REQUIRED ELEVATIONS AND CABINETRY COORDINATION.

SECTION 16500 - LUMINAIRES

- A. PROVIDE LIGHTING FIXTURES W/ LAMPS & ACCESSORIES REQ'D FOR HANGING, COORD MOUNTING OF LIGHTING FIXTURES W/ ARCHITECT & G.C. ADDITIONAL FIXTURE SUPPORTS SHALL BE PROVIDED BY E.C. SUPPORTS SHALL COMPLY W/ LATEST EDITION OF NEC. PROVIDE LIGHTING FIXTURES SECURING CLIPS AS REQUIRED. CONSULT ARCH PLANS FOR CEILING TYPES & PROVIDE SURFACE & RECESSED CEILING LIGHTING FIXTURES W/ ACCESSORIES, ACCESSORIES & ACCESSORIES.
- B. REFER TO LIGHTING FIXTURE SCHEDULE PLANS FOR FIXTURE TYPES.
- C. EQUIVALENT LUMINAIRES BY HUBBELL, INFINITY, LITHONIA, WILLIAMS, COLUMBIA, EXOTRONICS, LUMINAREX, EXIDE.

SECTION 16600 - FIRE ALARM SYSTEM

- A. PROVIDE COMPLETE OPERATIONAL MICROPROCESSOR BASED FIRE ALARM SYSTEM. SYSTEM SHALL MONITOR, SMOKEWORKER SYSTEM TAMPER & FLOW SWITCHES, OPERATE AIR HANDLING UNIT DUCT SMOKE DETECTORS & UNIT SHUTDOWN, CONTROL NOTIFICATION APPLIANCES & PROVIDE THIRD PARTY/CENTRAL STATION MONITORING THROUGH DIGITAL TELEPHONE MANIPULATOR OR DIALER.
- B. PROVIDED W/ BATTERY BACKUP FOR 24 HOURS OF OPERATION & 5 MINUTES OF ALARM.
- C. SUPPLY SHOP DRAWINGS W/ WIRING DIAGRAMS & BATTERY CALCULS FOR APPROVAL TO FIRE MARSHAL AND AHI.

PRODUCTS

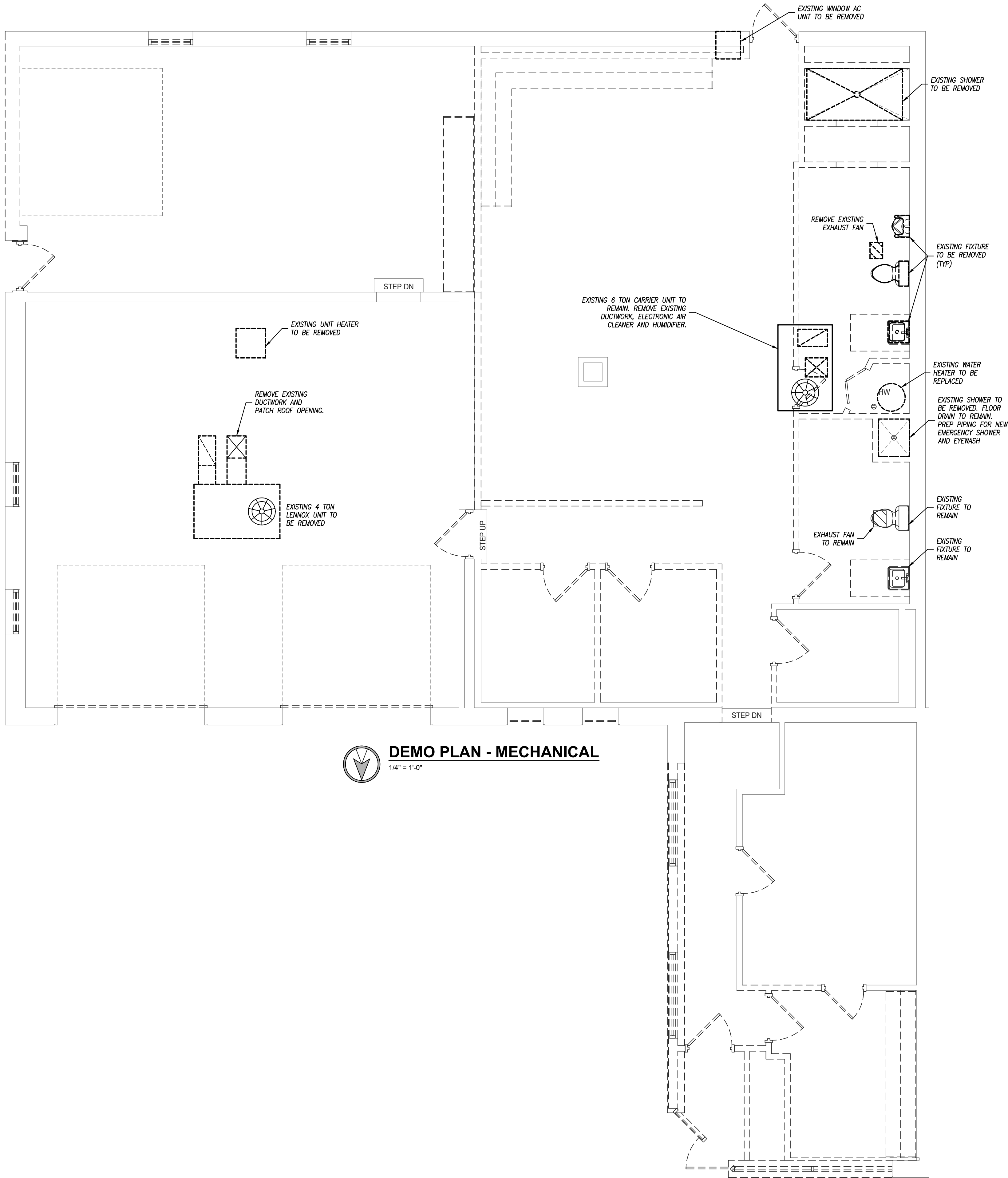
- A. MICROPROCESSOR BASED FIRE ALARM CONTROL PANEL, W/ INDICATION & NOTIFICATION CIRCUITS REQUIRED BASED ON DEVICES & DESCRIPTION HEREIN. COMPLETE CONTROL PANEL W/ POWER SUPPLY, BATTERIES, PROCESSOR, DIALER, ETC. IN SINGLE CABINET. PROVIDE TO HAVE HANGING LOCKABLE DOOR. SURFACE OR SEMI-RECESSED MOUNTING, MANUFACTURED BY SIEMENS, SIMPLEX, NOTIFIER, OR APPROVED EQUAL.
- B. PHOTOELECTRIC DUCT SMOKE DETECTORS W/ SAMPLING TUBE. PROVIDE REMOTE TEST/RESET IN INDICATOR FOR EACH. LOCATION PROVIDED BY ARCHITECT.
- C. ACTIVATION OF DUCT SMOKE DETECTORS SHALL SHUT DOWN RESPECTIVE AIR HANDLING UNIT.
- D. PHOTOELECTRIC CELLING MOUNTED SMOKE DETECTORS.
- E. SINGLE ACTION PULL STATIONS.
- F. REMOTE ANNUNCIATOR FOR RECESSED MOUNTING. COORDINATE LOCATION WITH FIRE DEPARTMENT.
- G. PROVIDED AS REQUIRED FAN AND OTHER SHUTDOWN RELAYS FOR DOORS, DAMPERS, ETC. COORDINATE W/ OTHER TRADES.
- H. NOTIFICATION APPLIANCES - STROBES & COMBINATION HORN/STROBES. 15/75 CANNOT BE USED UNLESS OTHERWISE NOTED OR REQUIRED. WEATHERPROOF EXTERIOR MOUNTING.
- I. HEAT DETECTORS - RATE OF RISE OR FIXED AS REQUIRED BY APPLICATION.
- J. COORDINATE TO PROVIDE POWER A SHUTDOWN OR OPERATION OF FIRE/SMOKE DAMPERS & DOOR HOLD OPENERS, POWER TO DOOR LOCKS ACCESS CONTROL & OTHER SIMILAR SYSTEMS.
- K. MODULES FOR MONITORING STATUS OF SPRINKLER SYSTEM TAMPER & FLOW SWITCHES.

EXECUTION

- A. COMPLETE & TESTED PER NFPA 72 & APPLICABLE SECTIONS OF NFPA 70. PROVIDE COMPLETE FIRE ALARM SYSTEM AS DESCRIBED HEREIN & SHOWN TO BE WIRED, CONNECTED, & IN FIRST CLASS CONDITION, INCLUDE SUFFICIENT CONTROL UNIT(S), ANNUNCIATORS, MANUAL STATIONS, AUTOMATIC FIRE DETECTORS, SMOKE DETECTORS, DAMPERS & VISIBLE NOTIFICATION DEVICES, BATTERIES, BATTERIES, ELECTRICAL BOXES, & ALL NECESSARY MATERIAL FOR COMPLETE OPERATION SYSTEM.
- B. SYSTEM SHALL BE UL LISTED.
- C. SYSTEM WIRING SHALL BE LISTED FOR ITS INTENDED USE BY AN APPROVAL AGENCY ACCEPTABLE TO AHI & SHALL BE INSTALLED IN ACCORDANCE W/ APPROPRIATE AGENCIES FROM CURRENT APPROVED EDITION OF NEC.

GENERAL DEMOLITION NOTES

1. ALL WORK SHOWN DARK AND DASHED IS TO BE DEMOLISHED. WORK SHOWN LIGHT IS EXISTING TO REMAIN.
2. REFER TO ARCHITECTURAL PLANS FOR FURTHER EXTENT OF DEMOLITION REQUIREMENTS.
3. ALL EXISTING PIPING SCHEDULED FOR DEMOLITION THAT ROUTES BELOW SLAB SHALL BE GROUND FLUSH WITH FLOOR, PLUGGED AND THE FLOOR PATCHED TO MATCH SURROUNDING FLOOR.
4. COORDINATE ALL DEMOLITION WORK WITH OWNER.
5. CONTACT UTILITY LOCATING SERVICE TO LOCATE EXACT LOCATION OF UTILITIES BELOW GRADE.
6. MAINTAIN ALL EXISTING DEVICES, EQUIPMENT, ASSOCIATED CIRCUITS ETC, SHOWN AS EXISTING TO REMAIN OR OTHERWISE UNRELATED TO THE SCOPE OF THE PROJECT IN WORKING ORDER.
7. CONTRACTOR SHALL REMOVE LAY-IN CEILINGS, LIGHT FIXTURES, ETC. AS REQUIRED FOR CONSTRUCTION WHERE NEEDED PRIOR TO DEMOLITION AND REPLACE SAME AFTER CONSTRUCTION. EXISTING CONDUITS ABOVE CEILINGS SHALL BE RELOCATED AND/OR TEMPORARILY REMOVED TO FACILITATE THE INSTALLATION OF NEW EQUIPMENT.
8. THE OWNER SHALL REMOVE ALL ITEMS THEY DESIRED TO SALVAGE PRIOR TO CONSTRUCTION BEGINNING.
9. NOTES AND DRAWINGS ARE BASED UPON A FIELD EXAMINATION OF THE SITE AND MAY NOT INDICATE ALL ITEMS. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH THE SITE AND THE SCOPE OF WORK FOR THE CONTRACT PRIOR TO BID. ANY EXISTING CONDITION WHICH IS APPARENT OR COULD BE REASONABLY INFERRED FROM A VISIT TO THE SITE SHALL NOT BE THE BASIS FOR A CHANGE IN THE CONTRACT AMOUNT.
10. REFER TO NEW WORK PLANS FOR ANY ITEMS THAT MAY REQUIRE RELOCATION AFTER DEMOLITION.
11. PROPERLY DISPOSE OF ALL DEMOLISHED ITEMS OFF SITE.
12. REMOVE ALL MISCELLANEOUS CONDUITS, PIPES, ETC, THOUGH NOT SPECIFICALLY SHOWN ON PLAN, THAT ARE EITHER UNUSED OR WILL BECOME UNUSED DUE DEMOLITION ACTIVITIES, IN ORDER TO PROVIDE A "CLEAN" SPACE FOR THE OWNER.
13. PROTECT ALL EXISTING SURFACES AND EQUIPMENT DURING CONSTRUCTION. EXISTING ITEMS TO REMAIN SHALL BE ADEQUATELY PROTECTED FROM DEMOLITION AND NEW CONSTRUCTION WORK, AS REQUIRED. ANY ITEMS DAMAGED OR MARRED SHALL BE ADEQUATELY CLEANED OR REPLACED TO THE OWNER'S SATISFACTION TO ORIGINAL CONDITION BEFORE CONSTRUCTION.
14. PATCH ANY HOLES IN STRUCTURE CREATED BY REMOVAL OF DUCTWORK, CONDUITS, PIPES, ETC.
15. REMOVE ALL ITEMS SHOWN IN WALLS TO BE DEMOLISHED. ALL ELECTRICAL CONDUIT AND WIRING SHALL BE REMOVED BACK TO PANELBOARDS AND PROPERLY TERMINATED.

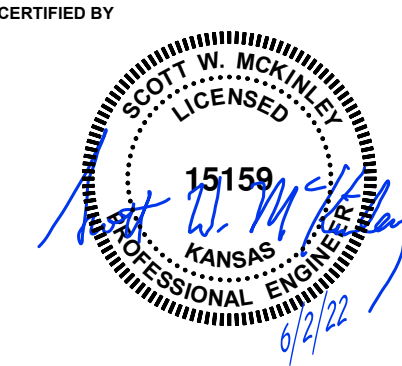


DEMO PLAN - MECHANICAL
1/4" = 1'-0"

RENOVATION TO
EVIDENCE STORAGE-INDY
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DRAWING
**MECH DEMO
PLAN**

MANAGER
SWM

DRAWN BY
NSG

REVISIONS

PROJECT NUMBER
22-22

DATE
6/2/2022

SHEET NUMBER

ME201

pkmr
ENGINEERS

PEARSON KENT MCKINLEY RAAF ENGINEERS, LLC
2933 SW WOODSIDE DR., SUITE C, TOPEKA, KS 66614
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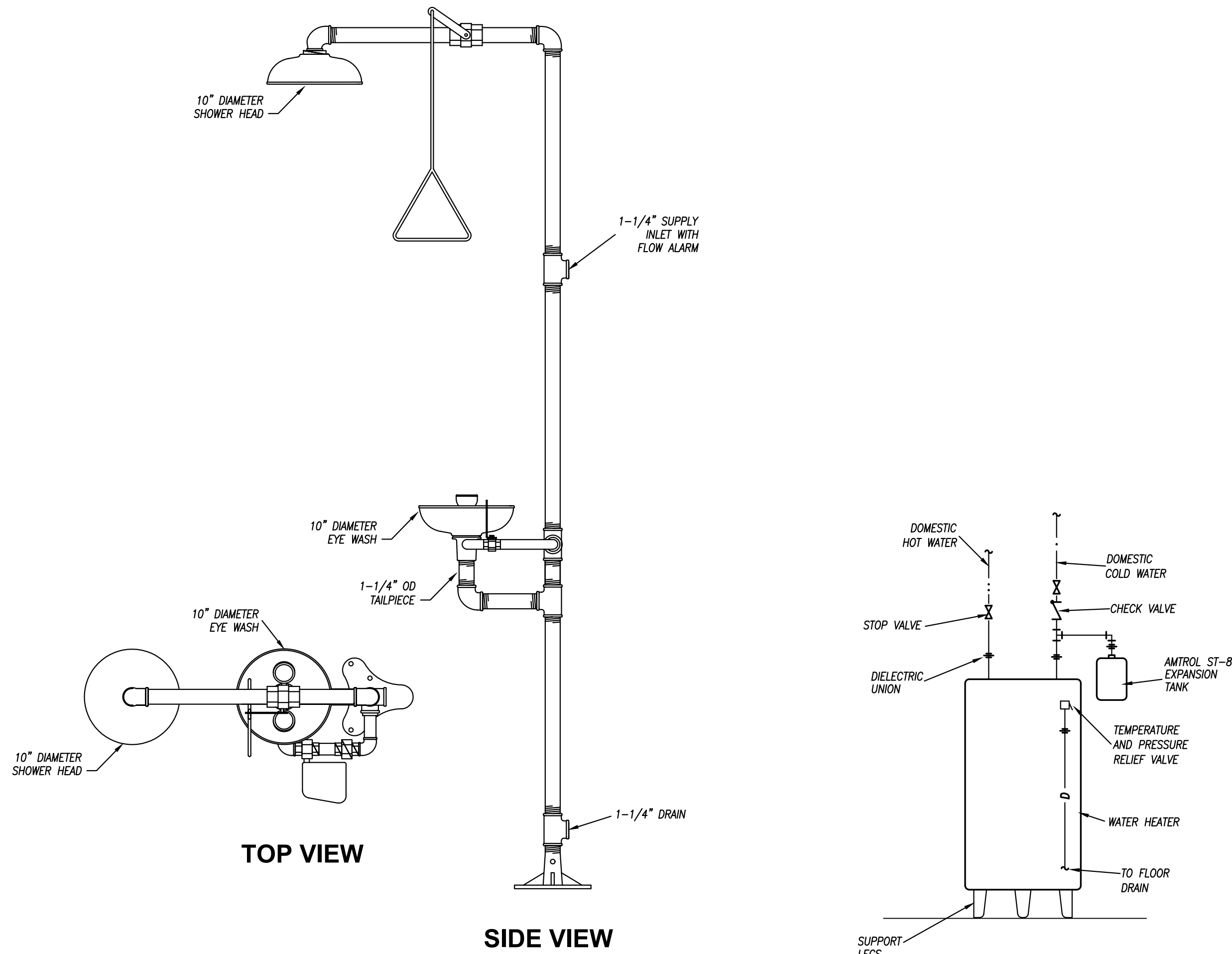
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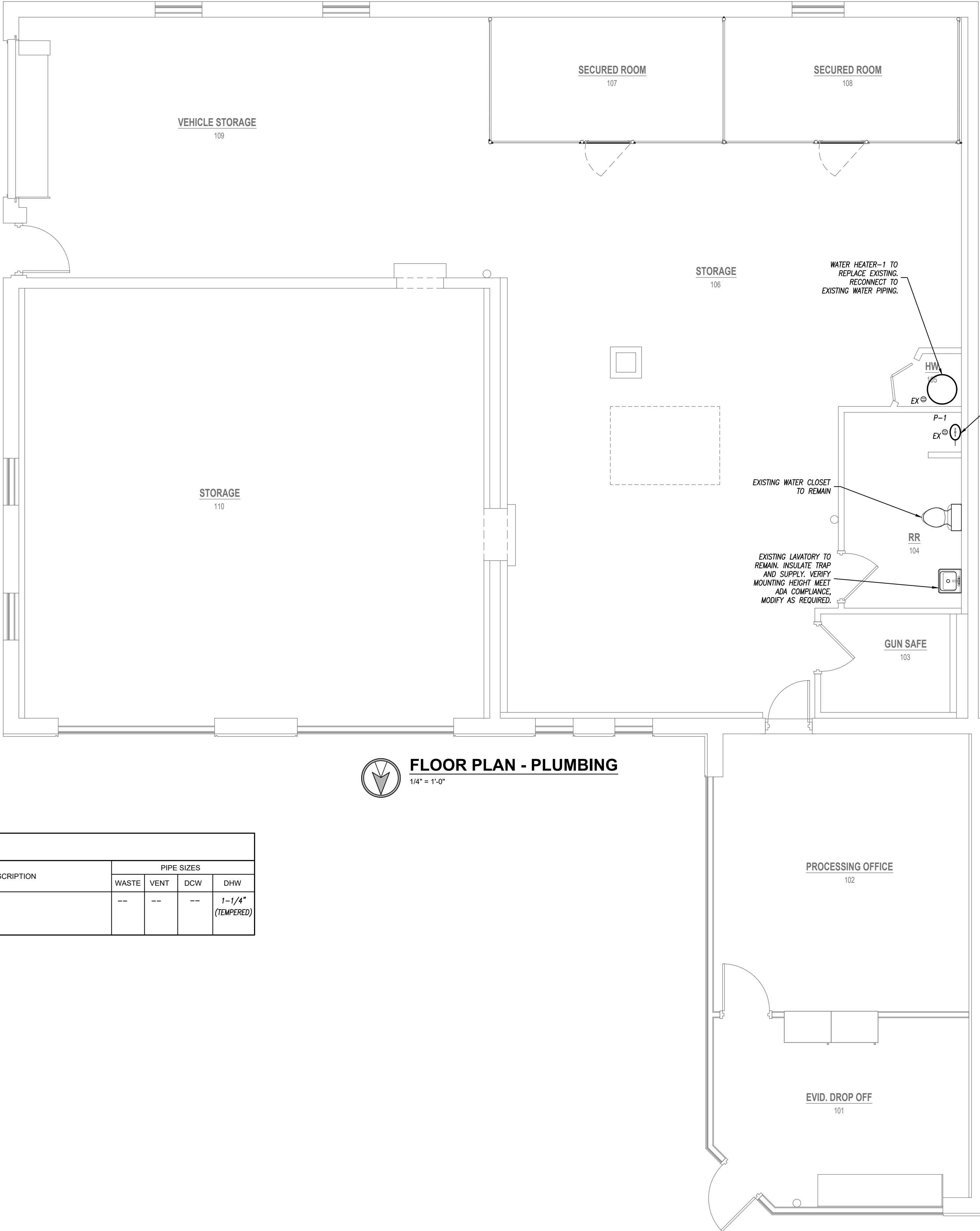


DEMO PLAN - ELECTRICAL
1/4" = 1'-0"



EMERGENCY EYE/SOWER WASH
NO SCALE

ELECTRIC WATER HEATER DETAIL
NO SCALE



FLOOR PLAN - PLUMBING
1/4" = 1'-0"

PLUMBING FIXTURE SCHEDULE								
PLAN MARK	FIXTURE MODEL	FIXTURE DESCRIPTION	FITTINGS MODEL	FITTINGS DESCRIPTION	PIPE SIZES			
					WASTE	VENT	DCW	DHW
P-1	BRADLEY S19314DCBF	COMBINATION DRENCH SHOWER AND EYE/FACE WASH UNIT WITH FACE SPRAY RING AND STAINLESS STEEL BOWL. PROVIDE WITH THERMOSTATIC MIXING VALVE -BARRIER FREE MODEL-			--	--	--	1-1/4" (TEMPERED)

WATER HEATER SCHEDULE						
PLAN MARK	MANUFACTURER	MODEL NUMBER	GALLONS	CAPACITY	ELECTRICAL	NOTES
WATER HEATER-1	STATE	ES6 40 DOCT	40	(2) 4.5 KW NON-SIMULTANEOUS	208V, 1PH, 30AMP	1

NOTES LEGEND
1 - PROVIDE MOUNTING LEGS.

pkmr
ENGINEERS

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RENOVATION TO
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DRAWING
PLUMBING PLAN

MANAGER
SWM

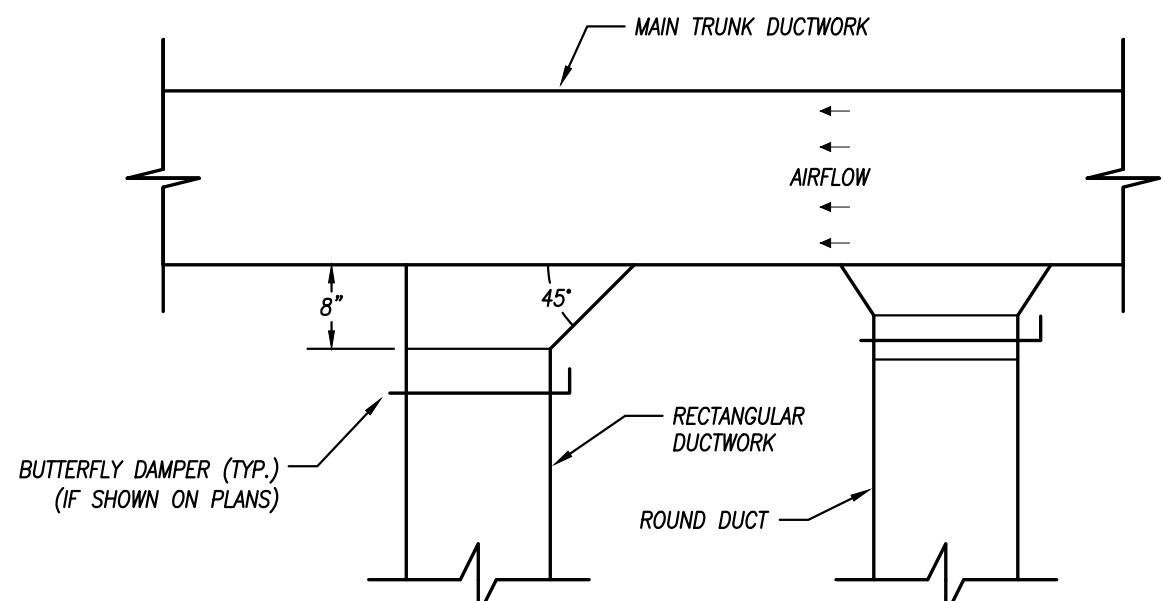
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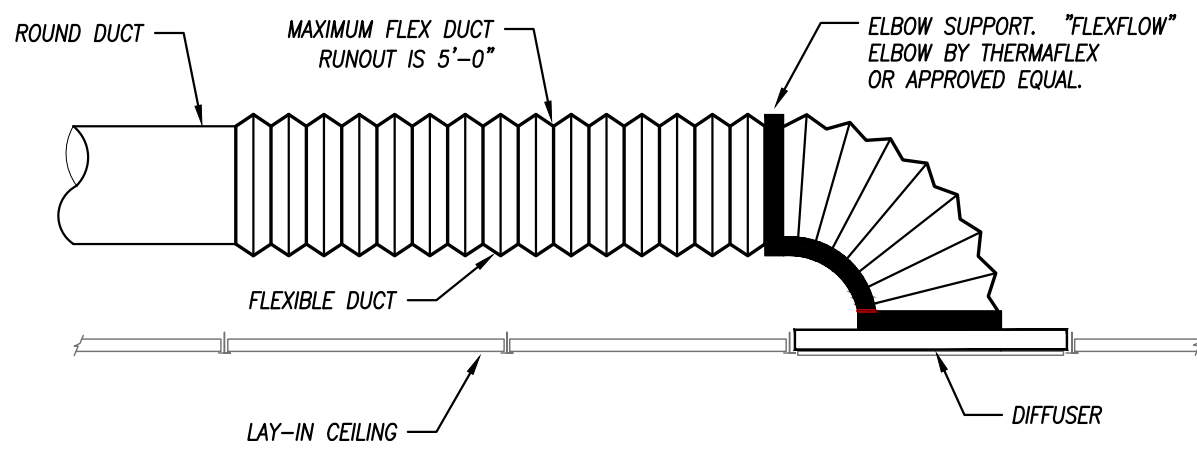
PROJECT NUMBER
22-22

DATE
6/2/2022

SHEET NUMBER
M101



DUCTWORK TAKEOFF
NOT TO SCALE



- NOTES:**
- NOTE: INSTALL FLEXIBLE DUCTWORK SUPPORTS AT ALL ROUND NECK OUTLETS/INLETS UNLESS OTHERWISE NOTED ON DRAWINGS.
 - FLEXIBLE DUCTWORK IS NOT TO BE USED IN UNACCESSIBLE LOCATIONS. (ABOVE GYP. BOARD CEILINGS, ETC.)

FLEXIBLE DUCT CONNECTION TO DIFFUSER
NOT TO SCALE

GRILLE, REGISTER & DIFFUSER SCHEDULE

PLAN MARK	MANUFACTURER	MODEL NUMBER	SERVICE	MOUNT TYPE	VOLUME DAMPER	MATERIAL	MATERIAL COLOR	NOTES
A	PRICE	SMD-3P	SUPPLY	GRID	NO	STEEL	WHITE	2
B	PRICE	SMD-1	SUPPLY	FLANGE	YES	STEEL	WHITE	
C	PRICE	520-D	SUPPLY	FLANGE	YES	STEEL	WHITE	
D	PRICE	535-0	RETURN	GRID	NO	STEEL	WHITE	1
E	PRICE	535	RETURN/EXHAUST	FLANGE	NO	STEEL	WHITE	

NOTES LEGEND

- PROVIDE WITHOUT SCREW HOLES WHERE USED IN A GRID CEILING
- PAN TO FIT A 2'X2' GRID.

DUCTWORK INSULATION SCHEDULE

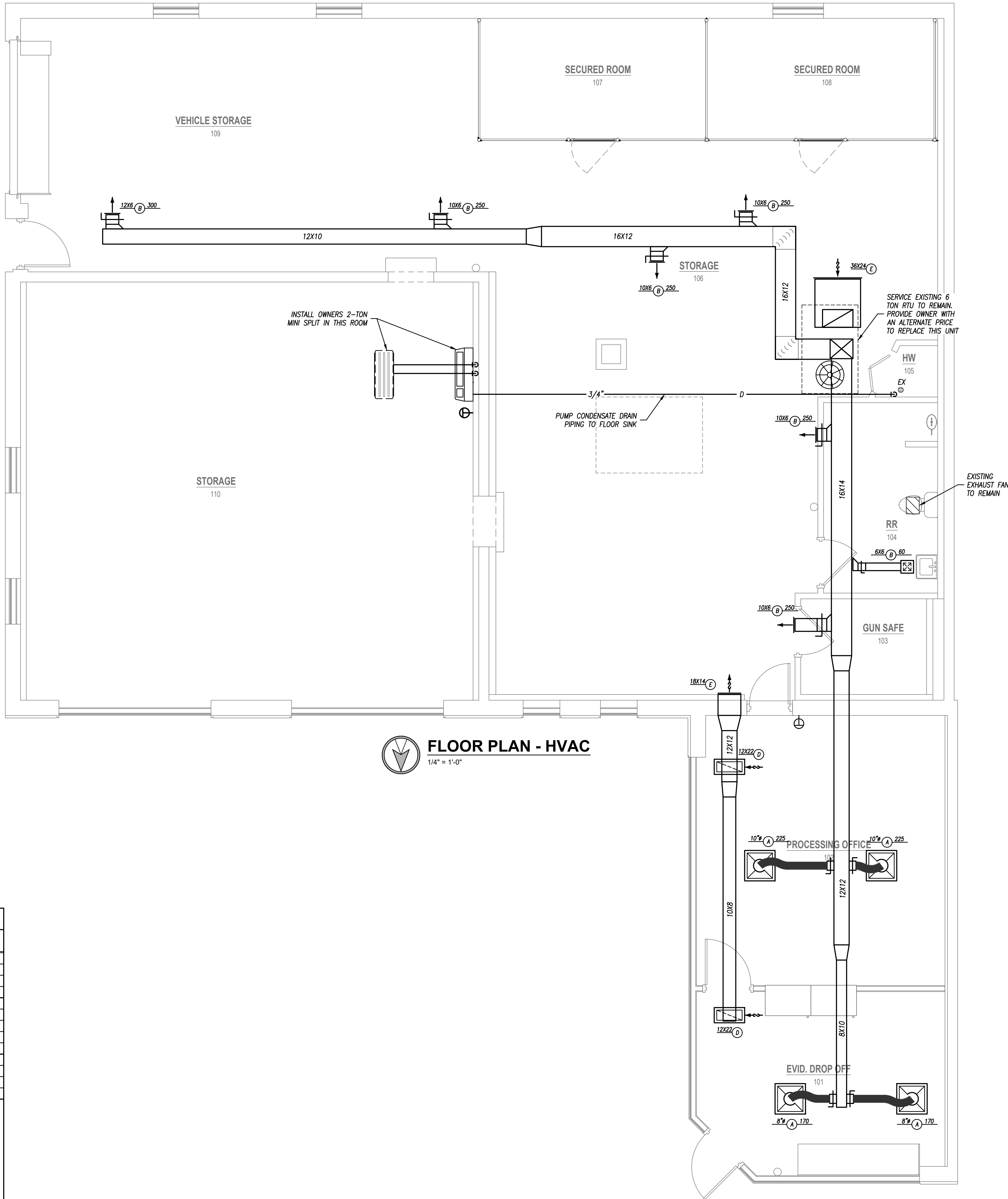
PURPOSE	DUCT		INSULATION				NOTES
	DUTY	LOCATION	STYLE	MATERIAL	APPLICATION	THICKNESS	
SUPPLY	LOW PRESSURE/VELOCITY	CONCEALED	RECTANGULAR	FIBERGLASS	LINED	1/2"	---
		CONCEALED	ROUND	MINERAL FIBER	WRAPPED	1-1/2"	---
		EXPOSED	RECTANGULAR	FIBERGLASS	LINED	1/2"	---
		EXPOSED	ROUND	FIBERGLASS	LINED	1/2"	---
RETURN	LOW PRESSURE/VELOCITY	CONCEALED	RECTANGULAR	FIBERGLASS	LINED	1/2"	---
		CONCEALED	ROUND	MINERAL FIBER	WRAPPED	1-1/2"	---
		EXPOSED	RECTANGULAR	FIBERGLASS	LINED	1/2"	---
		EXPOSED	ROUND	FIBERGLASS	LINED	1/2"	---
		RETURN/TRANSFER BOOTS	RECTANGULAR	FIBERGLASS	LINED	1/2"	---
EXHAUST	LOW PRESSURE/VELOCITY	CONCEALED	RECTANGULAR	FIBERGLASS	LINED	1/2"	---
		CONCEALED	ROUND	FIBERGLASS	LINED	1/2"	2
		EXPOSED	RECTANGULAR	FIBERGLASS	LINED	1/2"	---
		EXPOSED	ROUND	FIBERGLASS	LINED	1/2"	2

NOTES:

- IN ADDITION TO OTHER SCHEDULED INSULATION.
- PROVIDE LINER ONLY WITHIN 10" OF FAN FOR ACOUSTICS.
- THICKNESS SHALL ENCAPSULATE DUCT CONSTRUCTION.
- INSTALL FROM UNIT DISCHARGE TO FIRST DUCT ELBOW, THEN 10' FURTHER. NOT REQUIRED INSIDE CHASES OR MECHANICAL ROOMS, BUT SHALL BE INSTALLED ON REMAINING DUCTWORK WHEN 10' DIMENSION FALLS OUTSIDE ROOM.

GENERAL REMARKS (APPLICABLE TO ALL TYPES):

- ALL DUCTWORK, INSULATION AND MATERIALS IN PLENUMS MUST MEET ASTM E84 FLAME/SMOKE RATING OF 25/50.
- ALL INSULATION THICKNESSES SHALL MEET ASHRAE 90.1 - 2010 REQUIREMENTS AT A MINIMUM.
- REFER TO SPECIFICATIONS FOR MORE DETAILED INFORMATION FOR INSULATION PRODUCTS AND SYSTEMS.



FLOOR PLAN - HVAC
1/4" = 1'-0"

RENOVATION TO
EVIDENCE STORAGE-INDY
225 E MAIN STREET
INDEPENDENCE, KS

DRAWING

**HVAC
PLAN**

MANAGER

SWM

DRAWN BY

NSG

REVISIONS

PROJECT NUMBER

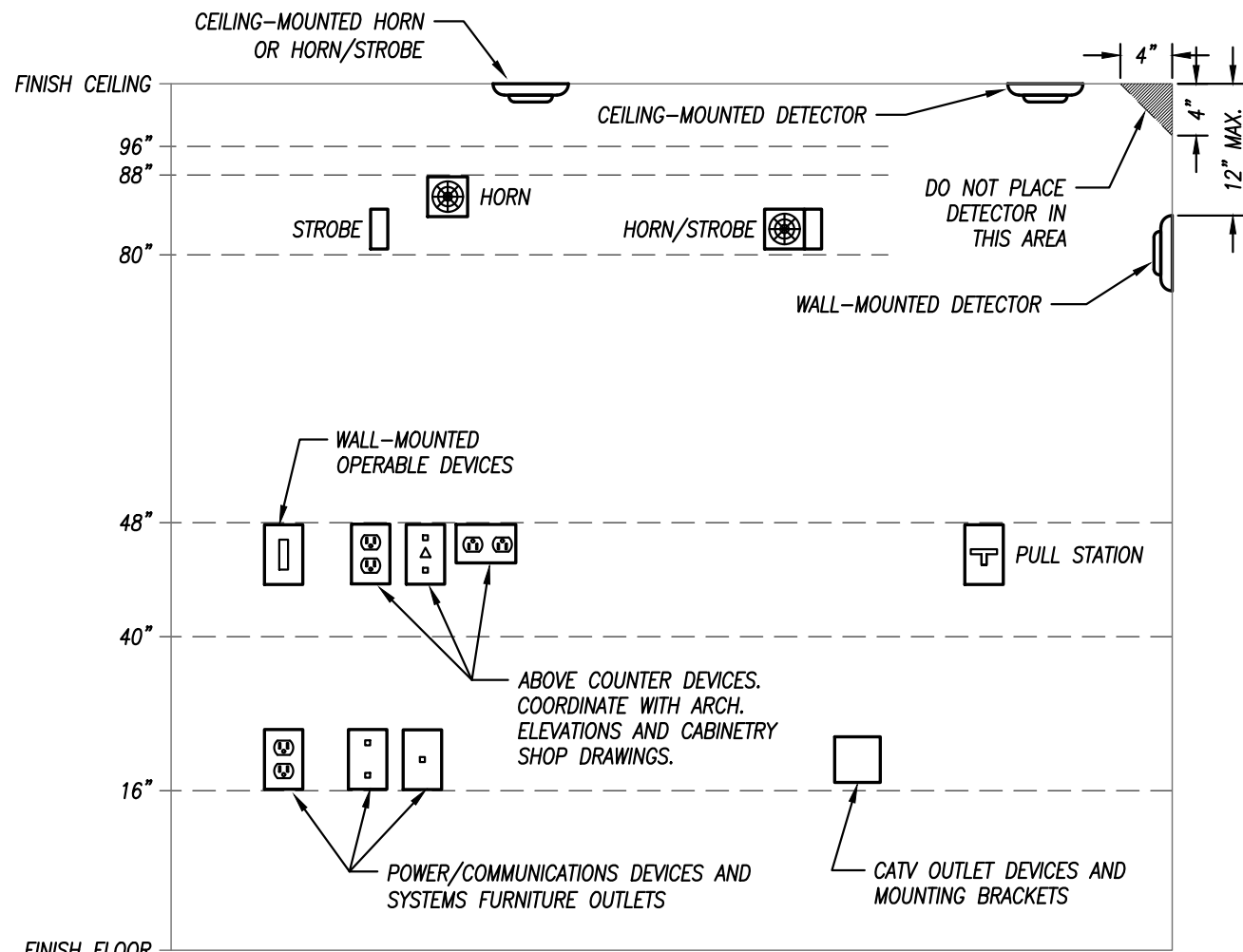
22-22

DATE

6/2/2022

SHEET NUMBER

M201



GENERAL NOTES:
1. MOUNTING HEIGHTS SHOWN IN THIS DETAIL ARE TYPICAL UNLESS OTHERWISE NOTED ON THE PLANS.
2. SEE ARCHITECTURAL ELEVATIONS FOR SPECIAL CONDITIONS. NOTIFY ARCHITECT IMMEDIATELY OF ANY CONFLICTS.
3. ALL INSTALLATIONS SHALL COMPLY WITH ADA.

POWER/COMMUNICATION DEVICES:
OUTLETS SHALL BE LOCATED AT 16" A.F.F. TO THE BOTTOM OF THE BOX. ABOVE COUNTER DEVICES SHALL BE LOCATED AT 2" ABOVE THE BACKSPASH OF THE COUNTER TO THE BOTTOM OF THE DEVICES. VERIFY WITH ARCHITECTURAL DETAILS.

WALL-MOUNTED OPERABLE DEVICES:
OPERABLE DEVICES SHALL BE LOCATED AT 48" A.F.F. TO THE TOP OF THE OPERABLE PORTION OF THE DEVICE.

WALL-MOUNTED OPERABLE DEVICES INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:
LIGHT SWITCHES, DIMMERS, CONTROLS, ETC.
PUSH BUTTONS
NURSE/PATIENT CALL DEVICES (INCLUDING THOSE FOR STAFF USE)
OTHER CONTROL OR "CALL" DEVICES

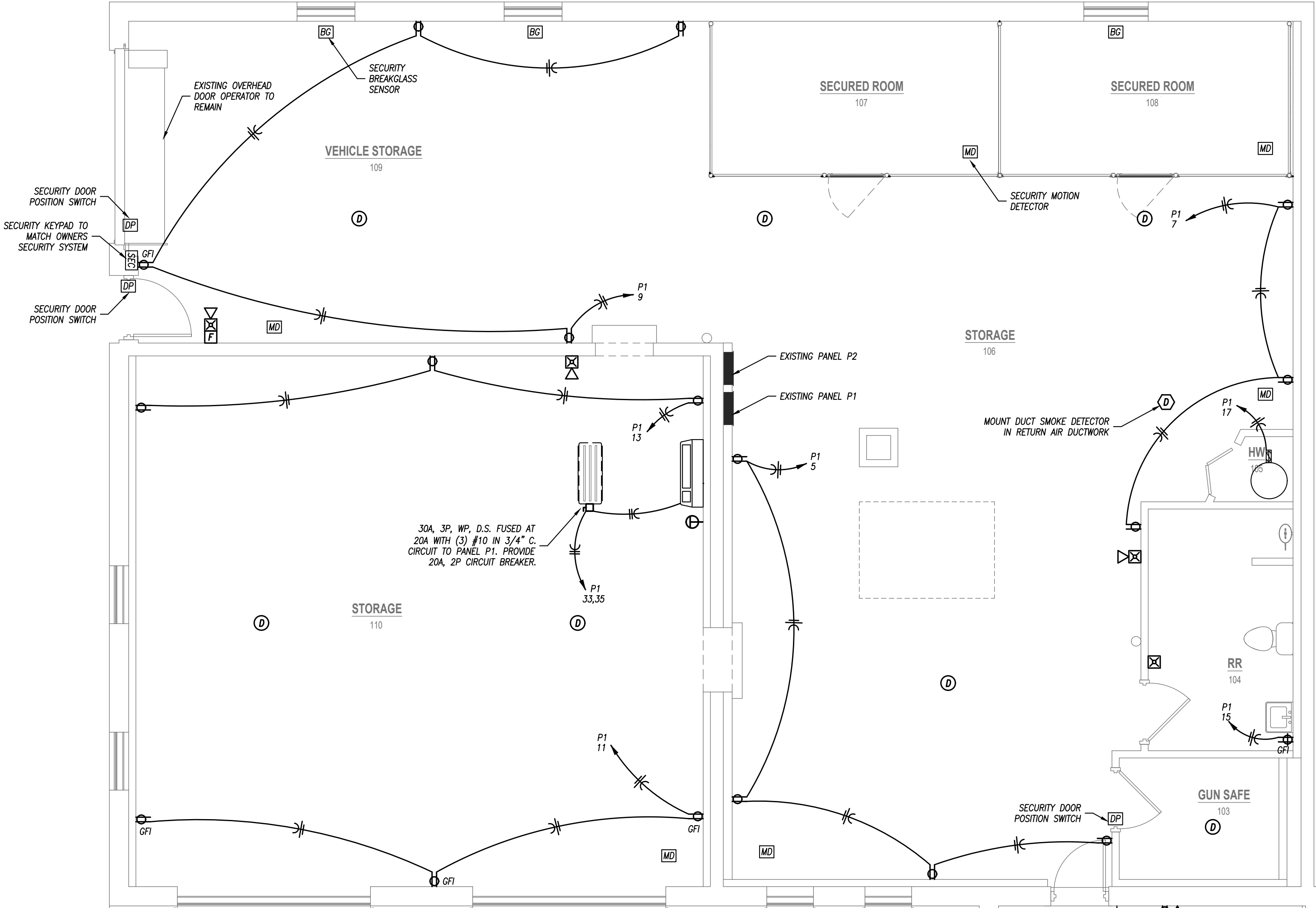
VISUAL FIRE ALARM NOTIFICATION DEVICES (STROBE)
LOCATE DEVICE SO THE BOTTOM OF THE DEVICE IS BETWEEN 80" AND 96" A.F.F. (NFPA) OR 6" BELOW CEILING, WHICHEVER IS LOWER (ADA 2010).

AUDIBLE FIRE ALARM NOTIFICATION DEVICES (HORN)
LOCATE DEVICE SO THAT THE TOP OF UNIT IS NOT MORE THAN 90" A.F.F. AND NOT LESS THAN 6" BELOW CEILING (NFPA).

FIRE ALARM ACTIVATION DEVICES (PULL STATION)
LOCATE FRONT-APPROACH DEVICES SO THAT THE HIGHEST OPERABLE PORTION OF THE DEVICE IS NOT MORE THAN 48" A.F.F. (ADA 2010) AND NOT LESS THAN 42" A.F.F. (NFPA).

MOUNTING HEIGHTS FOR WALL-MOUNTED DEVICES

NOT TO SCALE



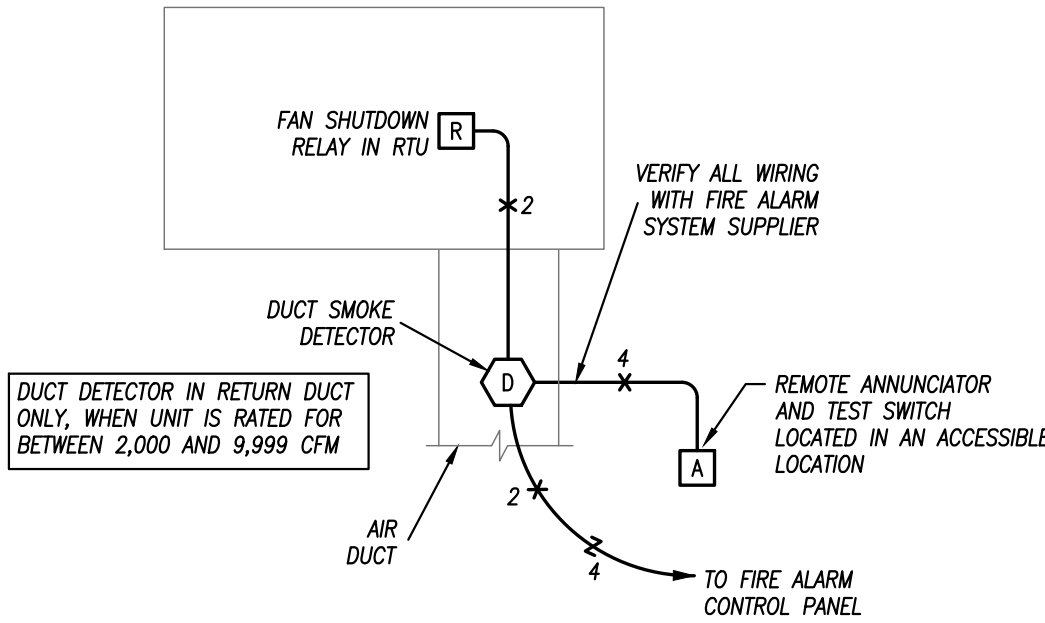
FLOOR PLAN - POWER
1/4" = 1'-0"

PANELBOARD SCHEDULE									
PANEL DESIGNATION		MAIN BUS AMPS: 225		VOLTAGE: 120/208V		MOUNTING: SURFACE			
P1		MAIN BREAKER: 225		PHASE/WIRE: 3PH/4W		LOCATION: SEE PLAN			
		PANEL TYPE: EXISTING							
CIRCUIT DESCRIPTION		P	B.K.R.	AMP	C.K.T. NO.	B.K.R.	AMP	P	CIRCUIT DESCRIPTION
RECEPTACLES	1	1	20	1	2	20	1		SPARE
RECEPTACLES	1	1	20	3	4	20	1		SPARE
RECEPTACLES	1	1	20	5	6	20	1		SPARE
RECEPTACLES	1	1	20	7	8	20	1		SPARE
RECEPTACLES	1	1	20	9	10	20	1		SPARE
RECEPTACLES	1	1	20	11	12	20	1		SPARE
RECEPTACLES	1	1	20	13	14	20	1		SPARE
RECEPTACLES	1	1	20	15	16	20	1		SPARE
WATER HEATER	1	1	20	17	18	20	1		SPARE
SPARE	1	1	20	19	20	20	1		SPARE
SPARE	1	1	20	21	22	20	1		SPARE
SPARE	1	1	20	23	24	20	1		SPARE
SPARE	1	1	20	25	26	20	1		SPARE
SPARE	1	1	20	27	28	20	1		SPARE
SPARE	2	2	30	29	30	20	1		SPARE
					31	32	20	1	SPARE
MINI SPLIT	2	2	20	33	34	20	1		SPARE
					35	36	20	1	SPARE
EXISTING CIRCUIT (PANEL P2)	2	2	50	37	38	30	3		EXISTING CIRCUIT (RTU)
					39	40			
SPACE					41	42			

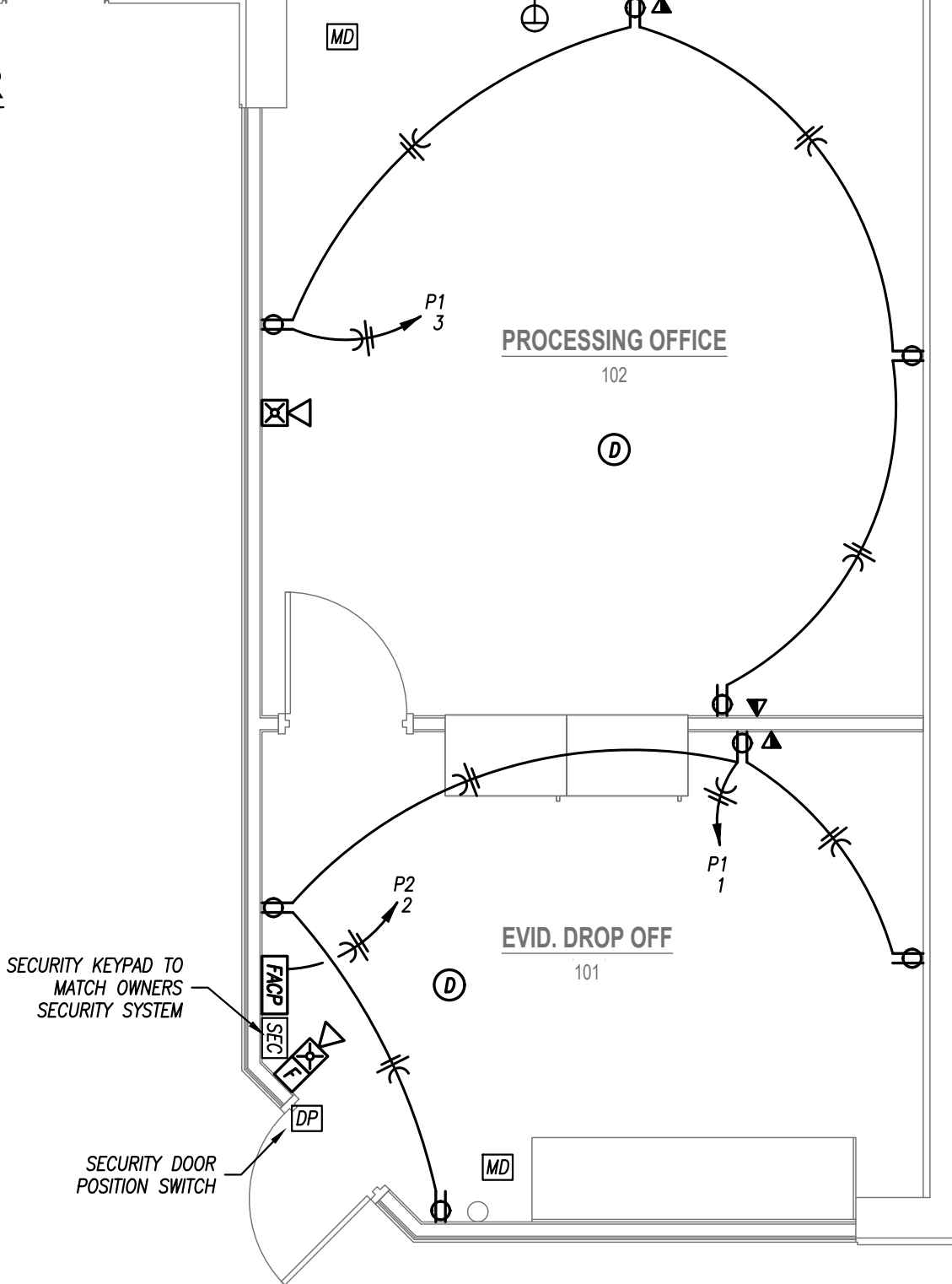
REMARKS:
1. PANELBOARD IS EXISTING. UTILIZE EXISTING CIRCUIT BREAKERS OR PROVIDE NEW BREAKERS AS REQUIRED.

PANELBOARD SCHEDULE									
PANEL DESIGNATION P2	MAIN BUS AMPS: 50		VOLTAGE: 120/240V				MOUNTING: SURFACE		
	MAIN BREAKER: MLO		PHASE/WIRE: 1PH/3W				LOCATION: SEE PLAN		
	PANEL TYPE: EXISTING								
CIRCUIT DESCRIPTION	E.C.T. P	B.K.R. AMP	E.C.T. NO.	B.K.R. AMP	E.C.T. NO.	B.K.R. AMP	CIRCUIT DESCRIPTION		
LIGHTING	1	20	1	2	20	1	FACP		
LIGHTING	1	20	3	4	20	1	SPARE		
SPARE	1	20	5	6	20	1	SPARE		
SPARE	1	20	7	8	20	1	SPARE		
SPARE	1	20	9	10	20	1	SPARE		
SPARE	1	20	11	12	20	1	SPARE		
			13	14					
			15	16					

REMARKS:
1. PANELBOARD IS EXISTING. UTILIZE EXISTING CIRCUIT BREAKERS OR PROVIDE NEW BREAKERS AS REQUIRED.



DUCT SMOKE DETECTOR DIAGRAM
NOT TO SCALE



pkmr
ENGINEERS
PEARSON KENT MCKINLEY RAAF ENGINEERS, LLC
2933 SW WOODSIDE DR., SUITE C, TOPEKA, KS 66614
785.273.2447 WWW.PKMRNG.COM

22.139

ECHELON

ARCH + DESIGN

101 1/2 N. PENNSYLVANIA AVE.
SUITE 2F
INDEPENDENCE, KANSAS 67301
620-331-6171
www.EchelonAD.com

CERTIFIED BY

RENOVATION TO
EVIDENCE STORAGE-INDY
225 E MAIN STREET
INDEPENDENCE, KS

DRAWING
ELECTRICAL PLAN

MANAGER
SWM

DRAWN BY
NSG

REVISIONS

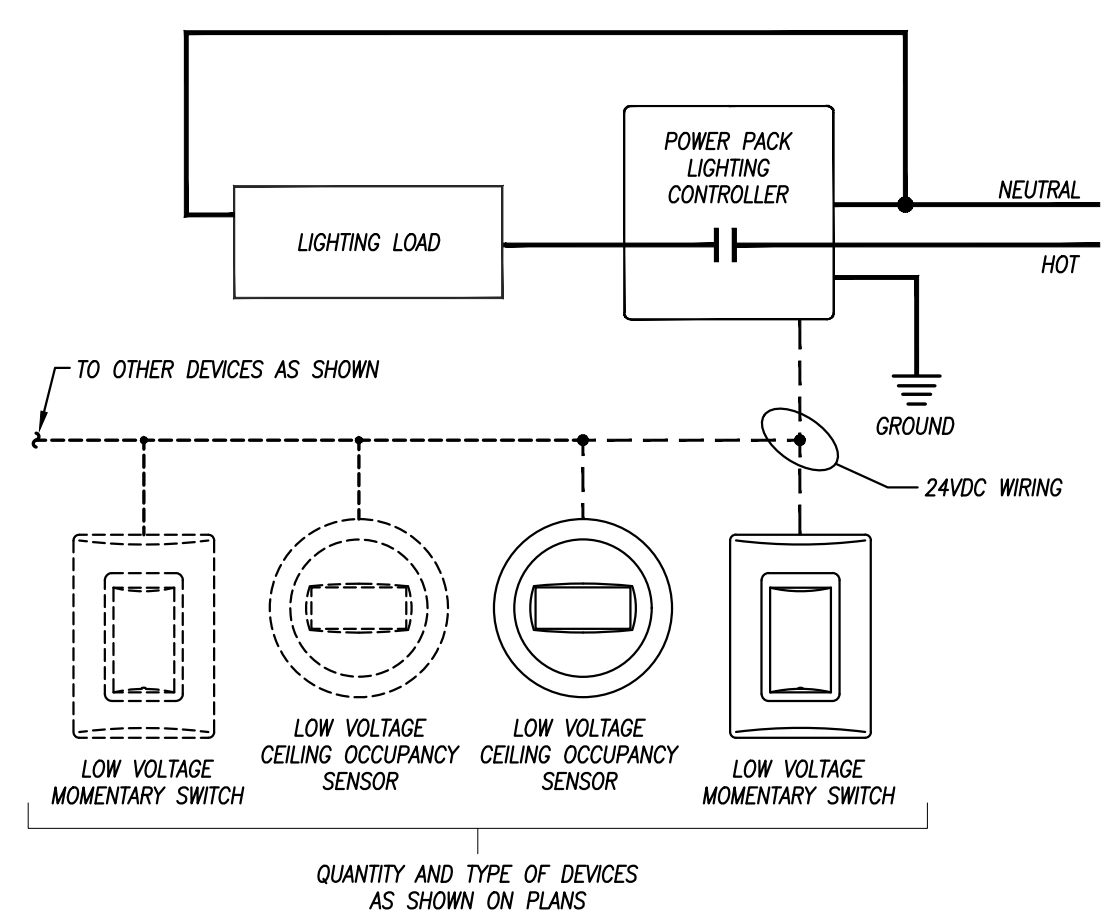
PROJECT NUMBER
22-22

DATE
6/2/2022

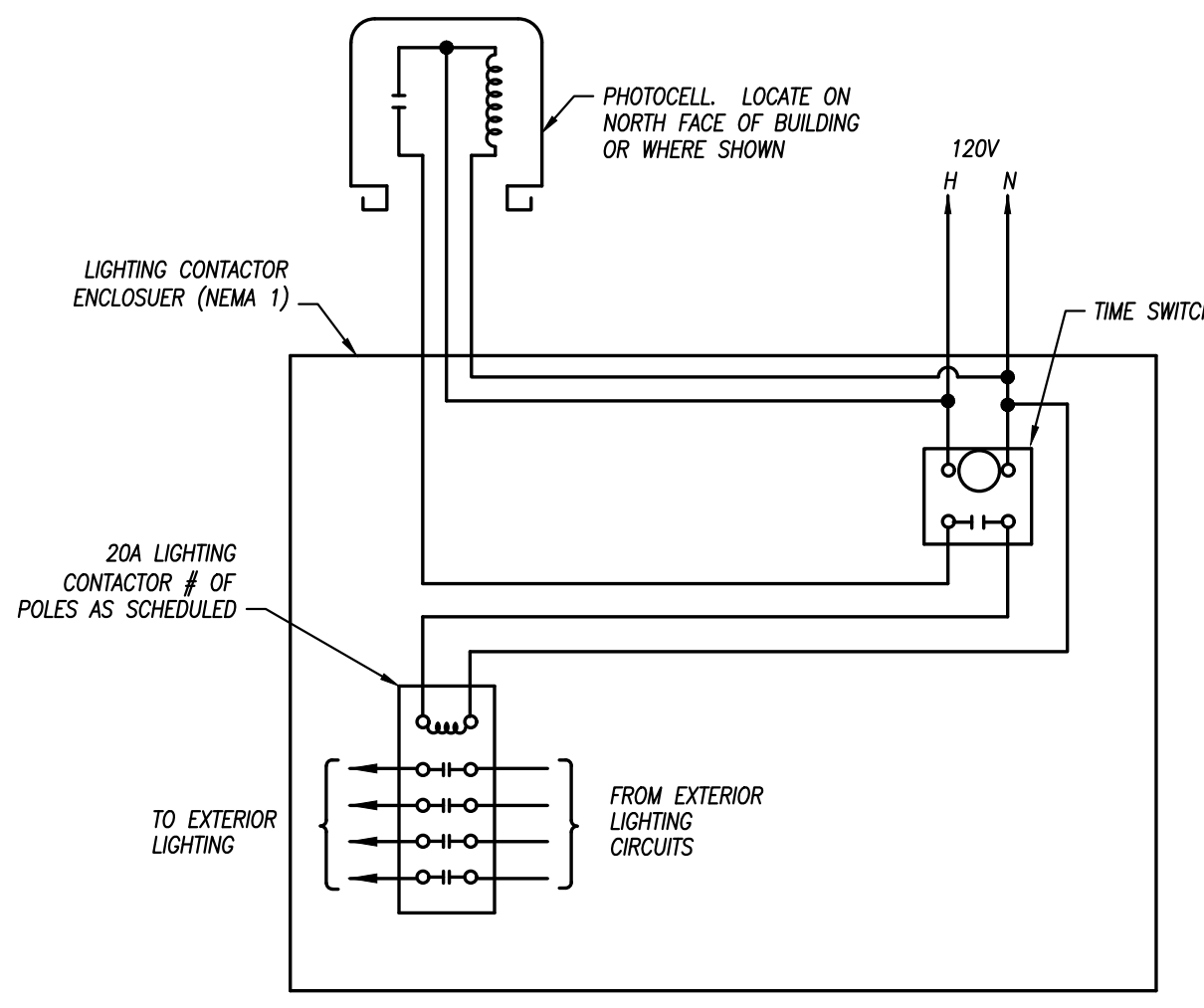
SHEET NUMBER
E101

LIGHT FIXTURE SCHEDULE								
PLAN MARK	MANUFACTURER	MODEL	SIZE	MOUNTING	FINISH	MIN LUMEN/MAX WATTS	CRI/CCT	NOTES
A	WILLIAMS	AT3-24-L55/835-D-DIM-UNV	2X4	RECESSED	WHITE	5,500 LUMENS/48 WATTS	80/3500K	1
B	WILLIAMS	75R-4-L65/835-DIM-UNV	4'	SURFACE	WHITE	6,500 LUMENS/43 WATTS	80/3500K	1
C	COOPER/LUMARK	XTOR4B-W	-	SURFACE WALL	BRONZE	4,200 LUMENS/38 WATTS	80/4000K	1,3,4
D	MULE LTG	MERU-LED-ACEM-DB-IH	-	SURFACE WALL	BRONZE	1,800 LUMENS/32 WATTS	70/4000K	1,2,3,4
EM	MULE LTG	MRD-HO-12V-12W	SURFACE	SURFACE	WHITE	--	--	1,2
X-EM	MULE LTG	ALURWW	SURFACE WALL/CEILING	SURFACE WALL/CEILING	WHITE	LED	2	2

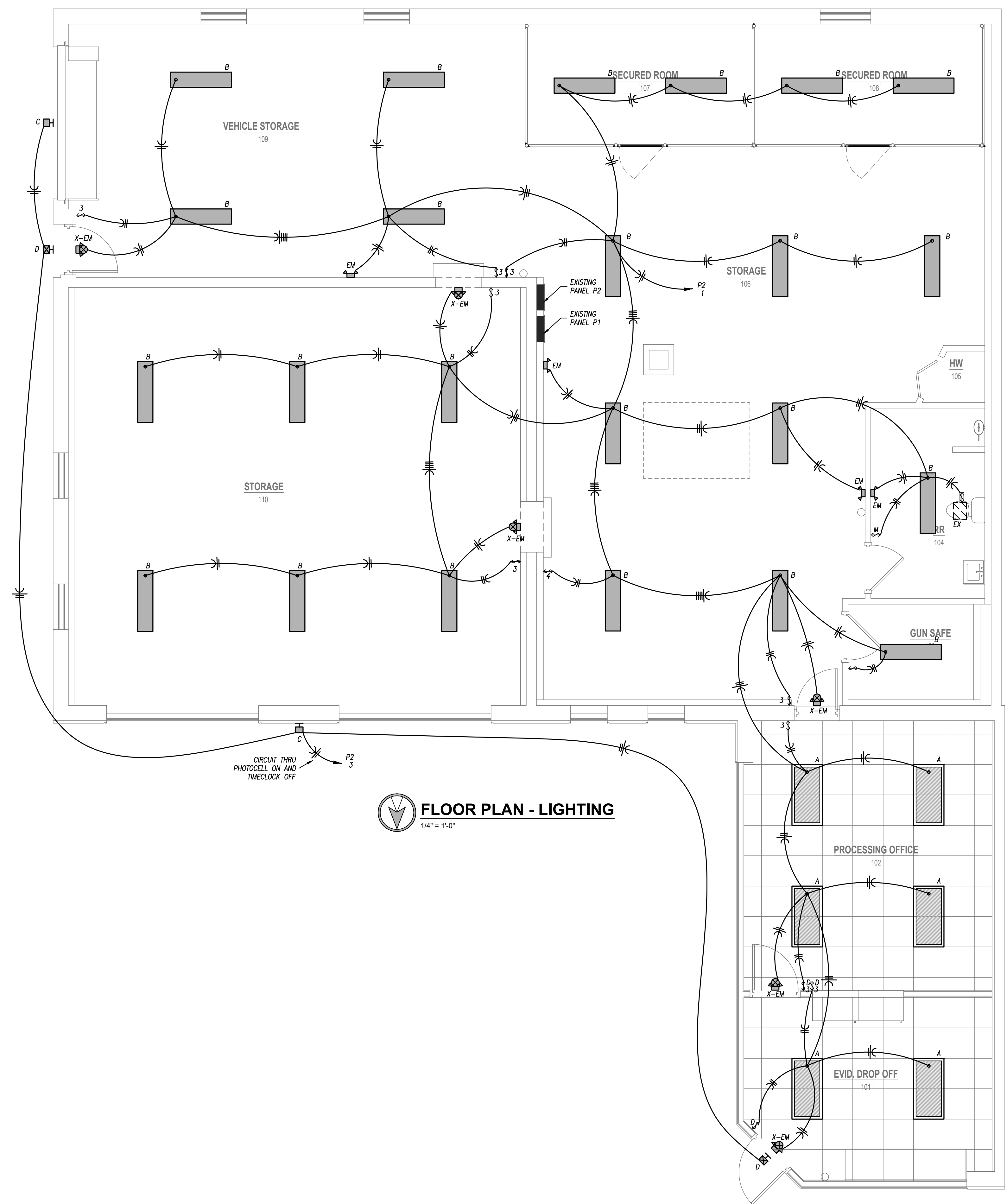
- NOTES LEGEND
1. PROVIDE DIMMABLE LED DRIVER UNIVERSAL VOLTAGE
 2. PROVIDE EMERGENCY BATTERY MINIMUM OF 1000 LUMENS FOR 90 MINUTES
 3. PROVIDE WET LOCATION RATED FIXTURE.
 4. PROVIDE COLD LOCATION RATED BALLAST.



TYPICAL LIGHTING CONTROL SCHEMATIC WIRING DIAGRAM
NOT TO SCALE



EXTERIOR LIGHTING CONTROL
NOT TO SCALE



FLOOR PLAN - LIGHTING
1/4" = 1'-0"

ECHELON

ARCH + DESIGN

107 1/2 N. PENNSYLVANIA AVE.
SUITE 2F
INDEPENDENCE, KANSAS 67301
620-331-6171
www.EchelonAD.com

CERTIFIED BY
15159
KANSAS
PROFESSIONAL ENGINEER
6/2/22

RENOVATION TO
EVIDENCE STORAGE-INDY
225 E MAIN STREET
INDEPENDENCE, KS

DRAWING
LIGHTING PLAN

MANAGER
SWM

DRAWN BY
NSG

REVISIONS

PROJECT NUMBER
22-22

DATE
6/2/2022

SHEET NUMBER
E201

Independence, KS | Pittsburg, KS | Lawrence, KS | Wichita, KS | Tulsa, OK

PROJECT MANUAL

INCLUDING SPECIFICATIONS FOR A PROJECT TITLED:

INDEPENDENCE POLICE DEPARTMENT – EVIDENCE STORAGE BUILDING

PROJECT LOCATED AT:
225 E. Main
Independence, KS 67301

OWNER:
City of Independence, KS
811 West Laurel
Independence, KS 67301



PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 01 02 PROJECT INFORMATION

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- A. Project Name: City of Independence Evidence Storage Facility, located at:
225 E. Main St..
Independence, Kansas 67301.
- B. The Owner, hereinafter referred to as Owner: City of Independence, KS
 - 1. Owner is sales tax exempt
 - 2. Sales Tax Exemption Number will be provided upon project award
- C. Owner's Project Manager: Architect

1.02 NOTICE TO PROSPECTIVE BIDDERS

- A. These documents constitute an Invitation to Bid to and request for qualifications from General Contractors for the construction of the project described below.

1.03 PROJECT DESCRIPTION

- A. Summary Project Description: Remodel of the interior and exterior of an existing building.
Exterior infill work, mechanical, plumbing, electrical
- B. Contract Scope: Construction, demolition, renovation, and facility operations during occupancy.
- C. Contract Terms: Lump sum (fixed price, stipulated sum)

1.04 PROCUREMENT TIMETABLE

- A. Pre-Bid Site Tour: July 12th at 10am
- B. Last Request for Substitution Due: 3 days prior to due date of bids.
- C. Last Request for Information Due: 3 days prior to due date of bids.
- D. Bid Due Date: July 21st, before 2 PM local time.
- E. Bid Opening: Same day
- F. Notice to Proceed: Upon City Commission Approval
- G. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.05 PROCUREMENT DOCUMENTS

- A. Availability of Documents: Complete sets of procurement documents may be obtained:
 - 1. Digitally by emailing the Architect at Miranda@EchelonAD.com
 - 2. Hard Copies can be picked up at the office of the Architect with prior notice
 - 3. For the deposit sum of \$60 per construction set or \$5 per sheet, \$40 per Project Specification Manual Bidders
- B. Documents are on display at the offices of the following construction plan rooms:
 - 1. Tri-State Area Contractors Association
 - 2. KCNR, LLC
 - 3. Dodge Data and Analytics
 - 4. Construct Connect
 - 5. The Builder's Association

1.06 BID SECURITY

- A. Bids shall be accompanied by a bid bond equal to 5% of the bid

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 01 03 PROJECT DIRECTORY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Identification of project team members and their contact information.

1.02 OWNER:

- A. Name: City of Independence, KS
 - 1. Address Line 1: 811 W. Laurel St.
 - 2. City: Independence
 - 3. State: KS
 - 4. Zip Code: 67301
 - 5. Telephone: 620-332-2500

1.03 CONSULTANTS:

- A. Architect: Design Professional of Record. All correspondence from the Contractor regarding construction documents authored by Architect's consultants will be through this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.
 - 1. Company Name: Echelon Arch + Design
 - a. Address Line 1: PO Box 373
 - b. Address Line 2: 107 N. Pennsylvania Ave.
 - c. City: Independence
 - d. State: Kansas
 - e. Zip Code: 67301
 - f. Telephone: 620-577-9300
 - 2. Primary Contact:
 - a. Name: Miranda Bruening
 - b. Email: Miranda@EchelonAD.com
 - c. Cell: 620-205-8487
- B. Mechanical, Electrical, and Plumbing Engineering Consultant
 - 1. Company Name: PKMR Engineers
 - a. Address Line 1: 2933 SW Woodside Dr.
 - b. Address Line 2: Suite 104
 - c. City: Topeka
 - d. State: Kansas
 - e. Zip Code: 66614
 - f. Telephone: 785-273-2447
 - 2. Primary Contact:
 - a. Name: Scott Mckinley
 - b. Email: scott.mckinley@pkmreng.com

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 11 13 ADVERTISEMENT FOR BIDS

FROM:

1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER):

- A. City of Independence, KS

1.02 AND THE ARCHITECT (HEREINAFTER REFERRED TO AS ARCHITECT):

- A. Echelon Arch + Design
B. Address:
107 N. Pennsylvania Ave.
Independence, KS 67301

1.03 TO: POTENTIAL BIDDERS

- A. Your firm is invited to submit an offer under seal to the Architect for the remodel of a building located at:
225 E. Main St.
Independence, Kansas 67301
Before 2:00 pm local standard time on the 21st day of July, 2022
- B. Project: City of Independence Evidence Storage Facility
- C. Project Description: Remodel of the interior and exterior of an existing building. Exterior infill work, mechanical, plumbing, electrical
- D. Construction Documents may be obtained from the office of the Architect upon receipt of a deposit, by cash, in the amount of \$60 for one set, or \$5.00 per desired sheet. Project Specification manual \$40. All Bid Documents can be obtained via email free of charge.
- E. Refer to other bidding requirements described in Document 00 21 13 - Instructions to Bidders
- F. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.
- G. Your offer will be required to be submitted under a condition of irrevocability for a period of 30 days after submission.
- H. The Owner reserves the right to accept or reject any or all offers.

END OF SECTION

PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

SUMMARY

1.01 DOCUMENT INCLUDES

- A. Invitation
 - 1. Intent
- B. Bid Documents and Contract Documents
 - 1. Availability
 - 2. Examination
 - 3. Inquiries/Addenda
 - 4. Product/Assembly/System Substitutions
- C. Site Assessment
 - 1. Site Examination
 - 2. Prebid Conference
- D. Qualifications
 - 1. Subcontractors/Suppliers/Others
- E. Bid Submission
 - 1. Submission Procedure
 - 2. Bid Ineligibility
- F. Bid Enclosures/Requirements
 - 1. Agreement to Bond
 - 2. Insurance
 - 3. Bid Form Requirements
 - 4. Additional Bid Information
- G. Offer Acceptance/Rejection
 - 1. Duration of Offer
 - 2. Acceptance of Offer

1.02 RELATED DOCUMENTS

- A. Document 00 41 00 - Bid Form
- B. Document 00 43 36 - Proposed Subcontractors Form
- C. Document 00 43 25 - Substitution Request Form - During Procurement
- D. AIA G703 Form - Current Edition

INVITATION

2.01 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete a building remodel for a Stipulated Sum contract, in accordance with Contract Documents.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 AVAILABILITY

- A. Bid Documents may be obtained as outlined in Section 00 01 02 Project Information
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes

3.02 EXAMINATION

- A. Bid Documents may be viewed at the office of Architect.
- B. Bid Documents are on display at the offices of the following construction plan rooms:
 - Construct Connect
 - The Builder's Association
 - Tri-State Area Contractors Association

KCNR, LLC
Dodge Data and Analytics

- C. Upon receipt of Bid Documents verify that documents are complete. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

3.03 INQUIRIES/ADDENDA

- A. Direct questions to Architect, email; Miranda@EchelonAD.com.
- B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 3 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients.

3.04 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 3 days before receipt of bids.
- B. Submit substitution requests by completing the form in Section 00 43 25 - Substitution Request Form - During Procurement; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- C. When a request to substitute a product is made, Architect may approve the substitution and will issue an Addendum to known bidders.
- D. The submission shall provide sufficient information to determine acceptability of such products.
- E. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- F. Provide products as specified unless substitutions are submitted in this manner and accepted.
- G. See Section 01 60 00 - Product Requirements for additional requirements.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid

4.02 PREBID CONFERENCE

- A. A bidders conference has been scheduled for 10 a.m. on the 12th day of July at the location of 225 E. Main Independence, KS
- B. All general contract bidders and suppliers are invited
- C. Representatives of Architect will be in attendance

QUALIFICATIONS

5.01 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause

BID SUBMISSION

6.01 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. Improperly completed information, irregularities in bid bond, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.

- D. An abstract summary of submitted bids will be made available to all bidders following bid opening.

6.02 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.

BID ENCLOSURES/REQUIREMENTS

7.01 AGREEMENT TO BOND

- A. Submit with the Bid
 1. Bid Bond in the amount of 5% of the bid
 2. Performance Bond
 3. Payment Bond

7.02 INSURANCE

- A. Provide an executed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of Contract Documents.

7.03 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.

7.04 ADDITIONAL BID INFORMATION

- A. Submit the following Supplements concurrent with bid submission:
 1. Document 00 43 36 - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.
- B. Submit the following Supplements 48 hours after bid submission:
 1. Proposed Schedule of Values on the AIA G703 Form

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the bid closing date.

8.02 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Notice To Proceed.

END OF SECTION

PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 41 00 BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
City of Independence, KS
811 W. Laurel
Independence, Kansas 67301

1.02 FOR:

- A. Project: City of Independence Evidence Storage Facility
225 E. Main St.
Independence, KS 67301

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name _____
1. Address _____
2. City, State, Zip _____

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by the Architect for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. _____ dollars
(\$ _____), in lawful money of the United States of America.
- C. We have included the required security Bid Bond as required by the Instruction to Bidders.
- D. All applicable federal taxes are excluded and State of Kansas taxes are excluded from the Bid Sum

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement will be provided upon City Commission Approval

1.07 CONTRACT TIME

- A. If this bid is accepted we will complete the Work in [_____] calendar days from Notice to Proceed.

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # _____ Dated _____.
 2. Addendum # _____ Dated _____.

1.09 BID FORM SUPPLEMENTS

- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
1. Document 00 43 36 - Proposed Subcontractors Form: Include the names of all major Subcontractors and the portions of the Work they will perform.
- B. We agree to submit the following Supplements to Bid Forms within 48 hours after submission of this bid for additional bid information:

1. Proposed Schedule of Values on the AIA G703 Form

1.10 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. _____
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. _____
- F. (Authorized signing officer, Title)
- G. _____
- H. (Authorized signing officer, Title)

1.11 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

PROCUREMENT AND CONTRACTING REQUIREMENTS

**SECTION 00 43 36
PROPOSED SUBCONTRACTORS FORM**

PARTICULARS

HEREWITH IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID SUBMITTED BY:
(BIDDER) _____

TO (OWNER): CITY OF INDEPENDENCE, KS

DATED _____ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS
AND COORDINATED BY US:

LIST OF MAJOR SUBCONTRACTORS

WORK SUBJECT SUBCONTRACTOR NAME

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____
- G. _____
- H. _____
- I. _____
- J. _____
- K. _____

END OF SECTION

PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 50 00 CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. See Section 00 52 00 - Agreement Form for the Agreement form to be executed.
- B. See Section 00 72 00 - General Conditions for the General Conditions.
- C. The Agreement is based on AIA A101
- D. The General Conditions are based on AIA A201

1.02 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.
- B. Bond Forms:
 - 1. Bid Bond Form: AIA A310
 - 2. Performance and Payment Bond Form: AIA A312
- C. Post-Award Certificates and Other Forms:
 - 1. Certificate of Insurance Form from Insurance Provider
 - 2. Schedule of Values Form: AIA G703 Continuation Sheet
 - 3. Application for Payment Forms: AIA G702 with AIA G703
 - 4. Construction Schedule Form: per contractor
- D. Clarification and Modification Forms:
 - 1. Request for Interpretation Form: per contractor
 - 2. Substitution Request Form: CSI/CSC Form 1.5C (During the Bidding/Negotiating Stage)
 - 3. Architect's Supplemental Instructions Form: AIA G710
 - 4. Construction Change Directive Form: AIA G714
 - 5. Proposal Request Form: AIA G709
 - 6. Change Order Form: AIA G701
- E. Closeout Forms:
 - 1. Certificate of Substantial Completion Form: AIA G704

1.03 REFERENCE STANDARDS

- A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum 2017.
- B. AIA A201 - General Conditions of the Contract for Construction 2017.
- C. AIA A310 - Bid Bond 2010.
- D. AIA A312 - Performance Bond and Payment Bond 2010.
- E. AIA G701 - Change Order 2017.
- F. AIA G702 - Application and Certificate for Payment 1992.
- G. AIA G703 - Continuation Sheet 1992.
- H. AIA G704 - Certificate of Substantial Completion 2017.
- I. AIA G709 - Proposal Request 2018.
- J. AIA G710 - Architect's Supplemental Instructions 2017.
- K. AIA G714 - Construction Change Directive 2017.
- L. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage) Current Edition.

END OF SECTION

PROCUREMENT AND CONTRACTING REQUIREMENTS

**SECTION 00 72 00
GENERAL CONDITIONS**

FORM OF GENERAL CONDITIONS

**THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING
THIS PAGE.**

RELATED REQUIREMENTS

2.01 SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS.

END OF SECTION

PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 73 00 SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

2.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions and other provisions of Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

2.02 REFERENCE STANDARDS

- A. AIA201 - 2017

ADDITIONS TO GENERAL CONDITIONS A201-2017

3.01 INSURANCE LIMITS

- A. The Contractor shall procure, pay for and maintain in full force and effect, and shall require each Subcontractor and all to procure, pay for and maintain, at all times during the performance of work, until final acceptance of the work for for such duration as required, policies of insurance issues by a responsible carrier acceptable to the owner and authorized to do business in the jurisdiction in which the Project is located. Insurance shall be reasonable satisfactory in form and substance to the owner, which afford the coverages set below:
 - 1. **COMMERCIAL AUTO LIABILITY INSURANCE**
 - a. The Contractor and all tiers of Subcontractors performing operations or services at the project site shall provide commercial Auto Liability Insurance with limits of not less than:
 - 1) \$500,000 Bodily Injury Per Occurrence
 - 2) \$500,000 Property Damage Per Occurrence
 - 3) If a combined single limit is provided, the total coverage shall not be less than \$1,000,000 Per Occurrence
 - 2. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**
 - a. At minimum, the Statutory Limits with All States Endorsement and a minimum Employer's Liability Limits will be provided as follows:
 - 1) \$500,000 Bodily Injury-Each Accident
 - 2) \$500,000 Bodily Injury by Disease Policy Limit; and
 - 3) \$500,000 Bodily Injury by Disease- Each Employee.
 - 3. **COMMERCIAL GENERAL LIABILITY INSURANCE: LIMITS OF LIABILITY:**
 - a. \$1,000,000 Bodily Injury and Property Damage Limit of Liability Each Occurrence.
 - b. \$2,000,000 Bodily Injury and Property Damage Limit of Liability Aggregate; and
 - c. \$2,000,000 Products and Completed operations Hazard.
 - d. \$2,000,000 Umbrella Excess Liability
 - e. Including the following coverages:
 - 1) Occurrence Basis;
 - 2) Premises Operations;
 - 3) Contractual Liability;
 - 4) Products and Completed Operations Hazard;
 - 5) Broad Form Property Damage; and
 - 6) Independent Contractors.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01 20 00 PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments
- B. Documentation of changes in Contract Sum and Contract Time
- C. Change procedures
- D. Procedures for preparation and submittal of application for final payment

1.02 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703
- B. A facsimile of the Substitution Request Form required to be used on the Project is included after this section
- C. Forms filled out by hand will not be accepted.
- D. Revise schedule to list approved Change Orders, with each Application For Payment.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit on a Monthly basis
- B. Provide itemized Invoice with completion percentages for each trade
- C. For each item, provide a column for listing each of the following:
 - 1. Item Number
 - 2. Description of work
 - 3. Scheduled Values
 - 4. Previous Applications
 - 5. Work in Place and Stored Materials under this Application
 - 6. Authorized Change Orders
 - 7. Total Completed and Stored to Date of Application
 - 8. Balance to Finish
 - 9. Retainage
- D. Execute certification by signature of authorized officer
- E. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work
- F. Include the following with the application:
 - 1. Partial release of liens from major subcontractors and vendors
 - 2. Affidavits attesting to off-site stored products

1.04 MODIFICATION PROCEDURES

- A. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.
- B. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
- C. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.05 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 70 00.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01 25 00 SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 REFERENCE STANDARDS

- A. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage) Current Edition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
- D. Limit each request to a single proposed substitution item.

3.02 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.

3.03 ATTACHMENTS

- A. A facsimile of the Substitution Request Form required to be used on the Project is included after this section.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01 30 00 ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements
- B. Progress meetings
- C. Construction progress schedule
- D. Submittals for review and project closeout
- E. Number of copies of submittals
- F. Requests for Interpretation (RFI) procedures
- G. Submittal procedures

1.02 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
 - 1. Requests for Interpretation (RFI)
 - 2. Requests for substitution
 - 3. Shop drawings, product data, and samples
 - 4. Test and inspection reports
 - 5. Design data
 - 6. Manufacturer's instructions and field reports
 - 7. Applications for payment and change order requests
 - 8. Progress schedules
 - 9. Coordination drawings
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion
 - 11. Closeout submittals

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at intervals agreed upon by all parties.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
 - 1. Contractor or Contractors Rep
 - 2. Architect
- D. Agenda:
 - 1. Review of work progress
 - 2. Field observations, problems, and decisions
 - 3. Identification of problems that impede, or will impede, planned progress
 - 4. Review of submittals schedule and status of submittals
 - 5. Review of RFIs log and status of responses
 - 6. Review of off-site fabrication and delivery schedules
 - 7. Maintenance of progress schedule
 - 8. Corrective measures to regain projected schedules
 - 9. Effect of proposed changes on progress schedule and coordination
 - 10. Other business relating to work
- E. Record minutes and distribute copies within two days after meeting to participants

3.02 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 14 days after Notice to Proceed, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- B. Within 10 days after joint review, submit complete schedule.

3.03 REQUESTS FOR INTERPRETATION (RFI)

- A. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 - 1. Prepare a separate RFI for each specific item.
 - 2. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- B. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 - 1. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question may incur time charges assessed to the Contractor if it becomes excessive.
- C. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 - 1. Discrete and consecutive RFI number, and descriptive subject/title.
 - 2. Issue date, and requested reply date.
 - 3. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 - 4. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 - 5. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- D. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- E. Review Time: Architect will respond and return RFIs to Contractor within five calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
- F. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Architect.
 - 1. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.04 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data
 - 2. Shop drawings
 - 3. Samples for selection
 - 4. Samples for verification

- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.

3.05 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data
 - 2. Certificates
 - 3. Test reports
 - 4. Inspection reports
 - 5. Manufacturer's instructions
 - 6. Manufacturer's field reports
 - 7. Other types indicated
- B. Submit for Architect's knowledge as contract administrator or for Owner.

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Final Correction Punch List for Substantial Completion.
- B. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
 - 1. Project record documents
 - 2. Operation and maintenance data
 - 3. Warranties
 - 4. Bonds

3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. Retained samples will not be returned to Contractor unless specifically so stated.

3.08 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a separate transmittal for each item.
 - 2. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents prior to submission to Architect.
 - 3. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 7 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
 - 4. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 - 5. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
- B. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 - 2. Do not reproduce Contract Documents to create shop drawings.
 - 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

- C. Samples Procedures:
 - 1. Transmit related items together as single package.
 - 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
 - 3. Include with transmittal high-resolution image files of samples to facilitate electronic review and approval. Provide separate submittal page for each item image.

3.09 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Architect's and consultants' actions on items submitted for review:
 - 1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "Approved"
 - b. "Approved as Noted, Resubmission not required"
 - 2. Not Authorizing fabrication, delivery, and installation:
 - a. "Revise and Resubmit"
 - 1) Resubmit revised item, with review notations acknowledged and incorporated.
 - b. "Rejected"
 - 1) Submit item complying with requirements of Contract Documents.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01 40 00 QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals
- B. Quality assurance
- C. References and standards
- D. Control of installation
- E. Tolerances
- F. Defect Assessment

1.02 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Test Reports: After each test/inspection, promptly submit a digital copy of report to Architect and to Contractor.

1.03 QUALITY ASSURANCE

1.04 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01 51 00 TEMPORARY UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Provision of electricity, heat, ventilation, and water.

1.02 TEMPORARY ELECTRICITY

- A. Cost: By Contractor
- B. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.
- C. Provide main service disconnect and over-current protection at convenient location and meter.
- D. Permanent convenience receptacles may be utilized during construction.

1.03 TEMPORARY HEATING AND COOLING

- A. Cost of Energy: By Contractor
- B. Provide ventilation and heat as needed to maintain specified conditions for construction operations and materials

1.04 TEMPORARY WATER SERVICE

- A. Cost of Water Used: By Contractor

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01 60 00 PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Sample Submittals:
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns
 - 2. Digital Color Cards are not an approved submission. Where physical samples are available, provide for approval.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products containing lead, cadmium, or asbestos is not permitted
- C. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions
 - 2. If wet-applied, have lower VOC content

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 25 00 - Substitution Procedures.

3.02 OWNER-SUPPLIED PRODUCTS

- A. Owner's Responsibilities:
 - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor
 - 2. Arrange and pay for product delivery to site
 - 3. On delivery, inspect products jointly with Contractor

4. Submit claims for transportation damage and replace damaged, defective, or deficient items
 5. Arrange for manufacturers' warranties, inspections, and service
 6. A list of Owner-Supplied Products is attached following this section
- B. Contractor's Responsibilities:
1. Review Owner reviewed shop drawings, product data, and samples
 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner
 3. Handle, store, install and finish products
 4. Repair or replace items damaged after receipt

3.03 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- F. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

3.04 STORAGE AND PROTECTION

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 01 50 00 - Temporary Facilities and Controls: Temporary exterior enclosures.
- B. Section 01 50 00 - Temporary Facilities and Controls: Temporary interior partitions.

1.02 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.03 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.

- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00 in locations indicated on drawings.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
 - 3. Relocate items indicated on drawings.
 - 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 - 4. Verify that abandoned services serve only abandoned facilities.
 - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.

- E. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
 - 1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
- I. Clean existing systems and equipment.
- J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing.
- D. Restore work with new products in accordance with requirements of Contract Documents.
- E. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Remove protective coverings only when no longer needed and possible damage is no longer a threat.

3.08 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment with Owner.

3.09 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Provide a report for the Testing, adjusting, and balancing HVAC systems in your closeout documents

3.10 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Replace filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.11 CLOSEOUT PROCEDURES

- A. Complete a preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- B. Notify Architect when work is considered ready for Architect's Substantial Completion final inspection.
- C. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected.
- D. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- B. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- C. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site
 - 2. Burying on the project site
 - 3. Other illegal dumping or burying
- D. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

EXISTING CONDITIONS

SECTION 02 41 00 DEMOLITION

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 10 00 - Summary: Sequencing and staging requirements.
- C. Section 01 50 00 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- D. Section 01 70 00 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.02 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 SCOPE

- A. Remove portions of existing building per demolition plan in the construction documents.
- B. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as specified in Section 31 22 00.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Use of explosives is not permitted.
 - 3. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 4. Provide, erect, and maintain temporary barriers and security devices.
 - 5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 6. Do not close or obstruct roadways or sidewalks without permit.
 - 7. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.
- D. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.

- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
- C. Services (Including but not limited to HVAC, Plumbing, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - 3. Verify that abandoned services serve only abandoned facilities before removal.
 - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

3.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 23, 2022**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider a request from Brent Littleton representing Dairy Queen regarding a request to receive City property taxes back due to an issue with the Neighborhood Revitalization Program.

SUMMARY RECOMMENDATION Staff does not have a recommendation.

BACKGROUND The City has been contacted by Brent Littleton representing Dairy Queen. Dairy Queen applied to be part of the Neighborhood Revitalization Program when they constructed the new DQ. This program is managed by the County. One of the stipulations of the program is that property taxes have to be kept up to date. The property taxes were not paid by the May 11th due date and the County has denied the rebate. The business owner has indicated that the taxes were not paid on time because he believed the due date was May 20th and he paid the taxes on May 18th. It should be noted that whatever decision is made would set a precedence for future similar situations. If the Commission decides to authorize this rebate, they may wish to reconsider the Sonic request on April 14, 2022 in which the taxes were paid on January 11th approximately three weeks late. The motion regarding Sonic's property taxes rebate failed to pass on a 1-2 vote.

Below is the section in the Neighborhood Revitalization Plan for the North Penn Area that addresses this situation:

f. For purposes of determining initial eligibility for participation in the Neighborhood Revitalization Plan, any taxpayer that is delinquent on a real estate tax payment or special assessment payment on any property located in Montgomery County, Kansas, shall not be eligible to participate in the plan. After becoming eligible for participation, any taxpayer that is delinquent in payment of real estate taxes or special assessments on any property owned by the taxpayer in Montgomery County, Kansas, shall not be eligible for the tax rebate under the plan for that tax year only. Any rebate lost for a specific year due to a delinquent payment cannot be retroactively restored. If a taxpayer cures the delinquency, the taxpayer shall be eligible for tax rebates under the plan in future years. The rebate plan is for a 10-year term. Loss of eligibility for any year shall not cause the term of the plan to be extended. The taxpayer may only be reinstated into the rebate program one time and must pay a reapplication fee as set by the County. A reinstatement fee of \$100 will be paid by the taxpayer before becoming eligible after delinquency is cured.

FINANCIAL INFORMATION The applicant is requesting that approximately \$10,000.00 in property taxes from all taxing entities be rebated to the business for the tax year Montgomery County is currently processing. Without the tax statement, City staff is unsure of the exact total amount and how much in City property taxes he is requesting.

SUGGESTED MOTION 1. I move to authorize the County to rebate \$ _____ in City

property taxes to Brent Littleton (Dairy Queen) that were not previously rebated as part of the Neighborhood Revitalization Program due to the late payment of property taxes because the applicant indicated he thought the due date was May 20, 2022 and paid the taxes on May 18, 2022.

2. I move to deny the request for the County to rebate \$_____ in City property taxes to Brent Littleton (Dairy Queen) that were not previously rebated as part of the Neighborhood Revitalization Program due to the late payment of property taxes and the language in the North Penn Neighborhood Revitalization program that indicates; "Any rebate lost for a specific year due to a delinquent payment cannot be retroactively restored."

SUPPORTING DOCUMENTS

1. Request to be Placed on the Agenda from DQ regarding a property tax rebate as part of the North Penn Neighborhood Revitalization Program

From: [Brent Littleton](#)
To: [Kelly Passauer](#)
Subject: Property taxes on DQ.
Date: Monday, June 20, 2022 4:14:09 PM

Kelly, we paid our DQ property taxes on the 18th and we thought they were not do till the 20th and now we are not receiving the N. Penn. Revitalization rebate of over \$10,000. because the county advised us after we paid they were due on the 11th. Could I please be placed on the Commissions agenda to discuss this. Thanks so much for your cooperation.

Sincerely,
Brent Littleton



Sent from my iPhone



Report
CITY OF INDEPENDENCE
June 23, 2022

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM City Board Minutes

BACKGROUND The minutes from the May 18, 2022 Recreation Commission meeting are attached.

SUPPORTING DOCUMENTS

1. City Recreation May 18, 2022 Minutes

INDEPENDENCE RECREATION COMMISSION

Monthly Meeting May 18, 2022

Ash Youth Center
1501 N. 10th Street
Independence, KS 67301

Members Present:

Christy Mavers
Ron Goins
Tony Turner
Joe Cooley
Moises Rivera

Others Present:

Brent Julian
Lori Bromley
Nick McBride
Jim Butts

Christy Mavers opened the commission meeting at 11:30 a.m.

ROUTINE

Agenda

Ron Goins moved to approve the agenda as printed. Tony Turner seconded. Motion carried 4-0.

Minutes

Joe Cooley moved to approve the minutes from the April 20, 2022 board meeting. Ron Goins seconded. Motion carried 4-0.

Bills

Joe Cooley moved to approve the May 2022 invoices and checks for payment as presented in the amount of \$8,109.76 as well as bills and employee benefits paid since the last board meeting in the amount of \$18,400.78. Tony Turner seconded. Motion carried 4-0.

Moises Rivera arrived at the meeting.

Treasurer's Report

Brent Julian reviewed the treasurer's report in Galen Palmer's absence reporting the following balances as of April 30, 2022: First Oak Bank -Checking: \$145,189.89; First Oak - Petty Cash: \$500.00; Equity Bank - Savings \$111,731.23. Tony Turner moved to approve the treasurer's report as presented. Ron Goins seconded. Motion carried 5-0.

PROGRAMS/OPERATIONS

Maintenance Report

Jim Butts answered any questions the board had on the maintenance report. Christy Mavers asked Jim how the painting is going out at Riverside Beach and Jim stated that the company is out of Kansas City and should be done soon. Brent informed the board that the slides they have painted look great. Brent stated that IRC will need 7-10 days to get the pool cleaned and ready for the grand opening. Jim stated that this company also is working on the front entrance signage and it looks good. Brent informed the board that the Chamber of Commerce is holding a volunteer clean-up weekend this Saturday around town and there will be a group on the Sports Complex if anyone is interested.

Programs Report

Nick McBride answered any questions the board had on the programs report. Tony Turner asked Nick if he has had complaints about not offering adult softball this summer due to the demo on the Sports Complex. Nick stated that he has heard from a few teams, however since IRC still does not know when demo will begin, there is a possibility they could have a July league if there is enough interest. Nick stated that not having lights on that field is always a problem, but he can probably work around it by having earlier games, in fact there has not been adult softball down there since 2018. Joe Cooley asked about the umpire clinic Nick is having and Nick stated it will be on Wednesday, May 25th at 5:00 all new umpires should plan to attend. Nick stated that he has recruited a few adult umpires for this upcoming season and is happy about that. Nick stated that IRC is not having umpires for the younger levels this summer, the coaches will help run those fields; umpires will begin at the Cal Minor baseball and Junior girls softball leagues and on up.

Director/Aquatics Report

Brent Julian answered any questions the board had on the director/aquatics report. Christy Mavers asked Brent when he would start promoting this season's opening of Riverside Beach Family Aquatic Center. Brent stated that he has given the dates to the Chamber, but is hesitant to put it out there until the City has everything ready to go that still needs to be done, just in case there is a delay. Brent stated that he spoke to John Garris, with the City of Independence, and there are some pipes needing repair and they are still waiting on a connector for one of the slides. Tony Turner asked if the prices or hours had changed since last year and Brent stated all prices are the same, however they will be open seven days per week, but will close early on a few Wednesdays for swim meets. Family nights will still remain on Thursday and Friday evenings and there will be 1/2 price admission after 4:00 p.m. on Mon-Wed. Brent informed the board members that IRC is participating this year in the State's Fishing Derby contest, put on by Kansas Dept of Wildlife and Parks, for the purpose of providing anglers with some friendly competition and a chance to win prizes. Brent stated that if any of IRC's tagged fish are caught, the participant will win a free family membership to the Ash Youth Center for one year. Brent

stated you must have a fishing license in order to participate and the website is at www.ksfishderby.com for more information.

BUSINESS/FINANCE

Board Member Update

Brent informed the commission that Tony Turner's board position will expire June 30, 2022. Brent stated that Tony is welcome to re-apply through the city's website if he would like to do so. Brent stated that all other board member terms are good through at least 2023.

RBFAC Update

Brent informed the commission that this will be the last weekend for the Ash Center pool as it will close for family hours on weekends during the summer when Riverside Beach is open. The Ash Center pool will continue to be open for adults only Mon-Fri 6:00 a.m. -1:00 p.m. Joe Cooley asked about the lifeguard training and Brent stated that it went very well; IRC certified approximately 22-23 new lifeguards for the upcoming season. Joe asked the difference between lifeguards and safety guards and Brent stated that the safety guards are usually younger and do not need a certification, they help with the slides etc... Brent stated that the plan is to still open Memorial Day weekend on Saturday, May 28th at 1:00 p.m.

Changing the June Board Meeting Date

Brent reminded the commission that the fiscal year-end is coming up on June 30, 2022 and he would like to suggest changing the June meeting until the last Wednesday of the month in order to wrap up any last minute bills or fiscal procedures. The board agreed and Joe Cooley moved to approve changing the June meeting to Wednesday, June 29th at 11:30 a.m. Tony Turner seconded. Motion carried 5-0.

New Sports Complex Update

Brent stated that unfortunately there have not been any recent updates from the city on the new sports complex. Brent stated that the last he heard they were still hoping to get approved for a grant. Brent stated he has had some donors ask where things stand so he suggested Christy reach out to city officials to see if there are any new developments. Brent informed the board that he plans to pay the city another \$40,000 installment in June; however, he will for sure get an invoice from the city first.

EXECUTIVE SESSION

There was no need for an executive session.

ITEMS FROM THE COMMISSION

Christy Mavers *Asked if Brent had received any other information on tutoring and activities on Wednesdays after school at the Ash Center. Brent stated he is waiting to hear back from Nick at the Impact Church for further details.

ADJOURNMENT

The meeting adjourned at 12:05 p.m.

Respectfully Submitted,

Tony Turner
Secretary



Report
CITY OF INDEPENDENCE
June 23, 2022

Department Finance

Director Approval Lacey Lies

AGENDA ITEM 1st Quarter Treasurer's Report

BACKGROUND The 1st Quarter Treasurer's Report is attached.

SUPPORTING DOCUMENTS

1. 2022 Q1 Treasurers Report

Treasurer's Quarterly Financial Statement for Quarter Ending March 31, 2022

Name of Fund		Beginning Balance	Receipts	Disbursements	Ending Balance
General	1	1,329,712.10	2,849,547.90	2,227,029.39	1,952,230.61
Fire Insurance Proceeds	3	20,234.94	6,750.00	6,750.00	20,234.94
Industrial	4	513.45	15,695.73	0.00	16,209.18
Crime Prevention Program	5	1,405.17	0.00	0.00	1,405.17
Economic Development/Transportation	6	666,202.60	65,246.73	300,098.17	431,351.16
Alcohol Assessment	7	3,820.00	0.00	0.00	3,820.00
E-911 - New	8	217,631.97	34,906.39	49,005.61	203,532.75
Incubator Building	9	66,280.08	12,380.00	0.00	78,660.08
KPWSLF Proj No 2933 - WTP	10	(152,855.69)	0.00	0.00	(152,855.69)
Education Sales Tax	11	211,555.62	616,587.47	643,376.34	184,766.75
Capital Project Reserve	12	138,821.61	238,311.00	119,504.94	257,627.67
Tourism	13	0.00	6.00	6.00	0.00
City Projects	14	7,254.00	379,410.61	525,915.49	(139,250.88)
City Skate Park	15	1,694.64	0.00	0.00	1,694.64
Special Use Sales Tax	17	1,664,745.94	666,093.35	573,319.92	1,757,519.37
Logan Fountain	19	394.37	0.00	0.00	394.37
Airport Capital Projects Reserve	21	(96,203.94)	339,633.25	813.31	242,616.00
Street Capital Projects Reserve	22	340,936.34	1,028,901.37	625,865.69	743,972.02
KWPCRF LOAN C20 2043 01	23	(97,941.50)	0.00	0.00	(97,941.50)
Fire/EMS Grants	24	7,958.24	2,000.00	0.00	9,958.24
City Grant Program	25	99,294.00	150,000.00	12,684.13	236,609.87
G. F. Employee Benefits	26	244,697.00	409,608.23	323,290.43	331,014.80
Airport	31	314,148.79	158,079.43	198,759.61	273,468.61
Water and Sewer	33	3,707,999.72	1,398,884.44	2,108,590.36	2,998,293.80
Grinder Pump Replacement	34	265,547.09	2,309.84	0.00	267,856.93
Cap Infrastructure - W/S	35	3,458,847.75	1,003,207.06	774,239.24	3,687,815.57
Sanitation	37	722,591.11	304,798.54	295,493.07	731,896.58
Independence Land Bank	38	53,302.25	49.43	0.00	53,351.68
Special Park	40	27,441.93	1,242.00	85.98	28,597.95
Employee Wellness	41	0.00	2,739.55	0.00	2,739.55
Library	42	0.00	122,224.07	122,224.07	0.00
Downtown Tree Replacement	43	15,348.28	14.24	0.00	15,362.52
Special Park & Recreation	44	66,189.83	10,742.04	4,000.00	72,931.87
Special Alcohol Programs	45	85,264.01	10,742.04	0.00	96,006.05
Demolition	46	124,282.47	50,200.00	5,000.00	169,482.47
Liability Insurance	47	120,457.20	46,919.46	0.00	167,376.66
Housing Authority Funds **	48-64	4,825,449.32	283,882.64	203,047.64	4,906,284.32
E-911 - Old	65	4,696.52	0.00	0.00	4,696.52
Memorial Hall Tax Credits	66	89,452.03	0.00	58,089.90	31,362.13
Quality of Life Sales Tax	67	74,264.71	0.00	0.00	74,264.71
First Aid Training	72	2,468.94	1,357.05	0.00	3,825.99
ADA DJ # 204-29-144	74	202,254.24	7,806.95	43,506.42	166,554.77
KLINK, Penn/Chestnut-Oak	76	34,942.78	0.00	0.00	34,942.78
K-9	78	29,691.85	402.76	0.00	30,094.61
Law Enforcement Trust	79	26,255.22	24.34	1,912.00	24,367.56
Grant - Walmart - Fire/EMS	84	3,046.18	0.00	0.00	3,046.18
Bond and Interest	91	645,316.25	327,099.62	61,470.00	910,945.87
2015-2016 KLINK Projects	92	318,879.31	0.00	0.00	318,879.31
Grant Funds	94	645,976.93	0.00	2,000.00	643,976.93

Treasurer's Quarterly Financial Statement for Quarter Ending March 31, 2022

Name of Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
TOTAL	20,540,265.65	10,547,803.53	9,286,077.71	21,801,991.47
Reconciled Items				0.00
TOTAL				21,801,991.47
Summary				
Community Nat'l. Bank	Checking	16,720,259.18		
Community Nat'l. Bank	C/D's	3,291,748.22		
Equity Bank	MM Account	1,789,984.07		
		<u>0.00</u>		
TOTAL		21,801,991.47		
Liabilities				
	Principal	Interest	Total	
Series 2012A	0.00	0.00	0.00	
Series 2013A	640,000.00	17,258.00	657,258.00	
Series 2015A	1,230,000.00	169,938.00	1,399,938.00	
Series 2016A	1,145,000.00	83,750.00	1,228,750.00	
Series 2019A	1,385,000.00	105,225.00	1,490,225.00	
Bonds & T-Notes Payable - September 30, 2022	4,400,000.00	376,171.00	4,776,171.00	
Capital Leases				
		Payoff Date		
Commercial Bank - JD Tractor & Bush Hog		April 1, 2025	64,457.99	
Community National Bank - 2021 Street Sweeper		March 1, 2025	63,566.94	
Community National Bank - 2019 Rosenbauer Fire Truck		April 1, 2026	359,720.67	
Kansas Public Water Supply/Pollution Control Loan Funds				
Loan # C20-1915-01, Southeast Lift Station			2,020,483.63	
Loan #2933 Water Treatment Plant Upgrades			1,375,592.85	
		TOTAL	8,659,993.08	
I, David Schwenker, Treasurer, do hereby certify that the above statement is correct to the best of my knowledge and belief.				
 David Schwenker, Treasurer				
Attested by:				
 Lacey R. Lies, Director of Finance				



Report
CITY OF INDEPENDENCE
June 23, 2022

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Public Works Report.

BACKGROUND The latest public works report is attached.

SUPPORTING DOCUMENTS

1. Project Status 6-2022

	Project Title	Project Description/Scope	Approx. Cost (000's)	Grant Portion	Arch. or Eng. Partner	Status	Last Month Progress	Next Month Plan/Issues	Projected Const Start	Projected Compl.
1	Public Works Building	New building for Water, Street, and Sanitation	\$1,000		Echelon	Pre-design.	Estimate received.	Discuss estimate with Commission.	2Q23	4Q23
2	Evidence Building	Buildout of existing building for evidence storage.	\$260		Echelon	Pre-bid.	90% set of drawings for review, working on Permit drawings.	Prepare for bid issuance, July bid.	3Q22	1Q23
3	Zoo and Park Power	Move power feed for Zoo and Park underground	\$300		PEC	Design in progress.	Working with PGAV on concept, started on written report	Working on proposed concept to refeed existing services.	1Q22	2Q23
4	Zoo Master Plan	Create Master Plan for the future of the Zoo.	\$80		PGAV	Planning in progress.	Prepare for Product Development Review.	Early July Product Development Review, understand revenue issues.	4Q21	3Q22
5	Communication Tower	Build new communication tower for emergency services north of historic City Hall.	\$1,000	TBD	TUSA	Design in progress.	Consultant awarded.	Complete Phase I - information gathering.	TBD	TBD
6	SE Improvements	Improvements to Lift Station for Reliability	\$170		TranSystems	Design in progress.	90% plans.	Design review. Complete design.	2Q22	4Q22
7	Central Park	New soccer fields, revamp existing ball fields.	\$7,500	TBD	Indigo	Design in progress.	On hold. Finalized review of storm sewer.	On hold. Conduct site visit on woodland removal.	TBD (Bid on Hold)	TBD (Bid on Hold)
8	CCLIP Grant	Reconstruct Penn from Morningside to City Limits	\$500	\$370	TranSystems	Design complete.	Checked plans and sent back to KDOT.	Plans at KDOT, await approval.	1Q23	2Q23
9	CCLIP Grant	Mill and overlay Chestnut from 9th to Penn	\$220	\$150	TranSystems	Design complete.	KDOT wants to bid this year (summer 2022).	Plans at KDOT, await approval.	3Q22	2Q23
10	Parking Lot N. of City Hall	Design and construct new parking lot north of historic City Hall.	\$600	TBD	Treanor	Design complete.	Drawings ready for review.	Review drawings, determine bid type and bid timeline, understand City Hall construction layout.	TBD	TBD
11	Waterline/Meter Project	New Water Meters, Replace Some Water Main	\$3,400		PEC	Design complete.	100% plan review, prepare KDHE Submittal.	Planning bid on 8/10, award in early September.	3Q22	1Q23
12	Water Plant Next Phase	Water Plant Capital Work Per Master Plan	\$6,000		PEC	Design complete.	100% plan review, prepare KDHE Submittal.	Planning bid on 9/1, award in early October.	4Q22	4Q26
13	KDHE Wastewater Loan	New sewer lines around 1st and Birch and around the Westminster area.	\$3,000		TranSystems	Pre-bid.	Waiting on final loan document (waiting on KDHE). Working on obtaining easements.	Receive final loan document (waiting on KDHE). Working on obtaining easements, over 50%.	3Q22	4Q22
14	CDBG	Lakeview lift station, I and I abatement.	\$1,400	\$700	TranSystems	Award.	Project awarded.	Documentation to SEKRPC, schedule precon., check on schedule	3Q22	4Q22
15	Airport Taxiway	Remove Taxiway B, Rehabilitate Taxiway D and Terminal Apron	\$750	\$720	Lochner	Preconstruction.	Hold. (June 2022 start to accommodate Textron production schedule).	Kickoff meeting, start construction.	2Q22	3Q22
16	Wayfinding Signs	Design and installation of wayfinding signs in the City	\$340		Avia	Preconstruction.	Project in process.	Project in process.	3Q22	3Q22
17	City Hall/Fire/EMS	Refinish City Hall, construct new Fire/EMS personnel spaces.	\$10,000		Treanor	In construction.	Construction in progress.	Construction in progress.	1Q22	2Q23
18	Enterprise Drive	Buildout of street, utilities	\$1,700	\$1,100	TranSystems	In construction.	Enterprise and Hackney intersection under construction, complete curb and gutter, working ROW issue.	Enterprise completion, working ROW issue.	1Q22	3Q22
19	KDOT: Maple Street Cost Share	Complete rebuild, 17th Street to City Limits	\$3,100	\$1,600	TranSystems	In construction.	Storm sewer issue - working on pricing for potential change order.	Paving in progress (concrete), working with RR on engineering approval of suggested fix.	1Q22	3Q22
20	KDOT: 10th & Main	Complete rebuild, 8th to 10th	\$1,700	\$1,000	TranSystems	In construction.	In construction.	Projected completion - mid July.	1Q22	3Q22
21	Kiddy Land Sidewalk	Sidewalk at Kiddie Land	\$250		TranSystems	In construction.	In construction.	Near completion. Possible hold on sod.	4Q21	2Q22
22	Kiddy Land Restroom	Restroom.	\$150		BG Consult.	In construction.	Revised roof color.	Complete project.	1Q21	2Q22
23	ADA 2021	Five+ locations - Big Cheese Lot, Alley Work	\$100		TranSystems	In construction.	Construction in progress.	Construction after Enterprise Dr.	Jul-21	3Q22
A	Airport Terminal	Upgrades/Remodel	\$100	TBD	In-House	Hold.	May replace with grant.	Hold.		
B	Whiskey Creek	Artificial lake for runoff water impoundment	TBD		TranSystems	Hold.	Fourth meeting in April.	Fifth meeting in July.	TBD	TBD
C	Transp. Alt. Grant	8' sidewalk to Wal-Mart	TBD		TranSystems	Hold.	Package submitted week of 5/9.	Wait.	TBD	TBD
D	KDOT Bridge Grant	Replace Cherry Street bridge with box culvert.	\$400	TBD	TranSystems	Hold.	Hold.	Hold.	TBD	TBD
E	KDOT CCLIP	Main Street - 8th to 2nd, two projects	\$1,500	\$1,200	TranSystems	Prepare Grant.	Meeting with KDOT, wait.	Wait.	TBD	TBD
F	KDOT Cost Share	Sycamore Rebuild	\$1,000	\$300	TranSystems	Prepare Grant.	Apply for grant, wait.	Not awarded to Independence.	TBD	TBD
G	FAA Terminal	New terminal.	\$2,700	\$2,565	Lochner/Eche	Prepare Grant.	Apply for grant, wait.	Wait.	2023	2025
H	Library/Memorial Hall	Maintenance projects.	TBD		Echelon	Review	Report on Memorial Hall by end of month, Library to follow.	Working Memorial exterior pricing.	TBD	TBD

Green shade denotes changed/new information from last month.