



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
September 10, 2020

Department Safety & Code Enf./Admin

Director Approval David Cowan/Kelly Passauer

AGENDA ITEM Consider direction regarding Central Park and North Park Blvd Sports Complex:

1. Background research and prior agreements.
2. Proposal to update the 2007 concept plan.
3. RFP for ballpark electrical.

SUMMARY RECOMMENDATION City staff recommends partnering with the Independence Joint Recreation Commission (IJRC) to:

1. Authorize a proposal with Indigo Design to redesign the 2007 concept plan and prepare cost estimates for the Central Park and North Park Blvd Sports Complex to incorporate soccer fields and supporting infrastructure; and/or
2. Authorize a request for proposals for electrical inspection and an electrical plan for the existing ballfields and future expansion.

BACKGROUND At the August 13, 2020 City Commission meeting the following agenda item was reviewed; *“Discuss a request from the Independence Recreation Commission for assistance and guidance on repairing flood damage to the ballfield electrical system.”* At that meeting the IJRC requested financial assistance for electrical repairs to the ballfields and presented one quote for nearly \$50,000. The Independence Ballfield Complex located at 910 N. Park Blvd was flooded in 2018 damaging the electrical service to the fields. The Ballfield Complex is in the 100-year floodplain and the codes require that electrical service be designed by an engineer and meet FEMA flood standards. Discussion ensued on who is responsible to maintain the electrical system supporting the ballfields. Further discussion evolved into the future planned soccer fields to be located near the ballfields, and who is responsible for the related infrastructure such as electrical, ADA access, parking, etc. and future maintenance.

On August 27, 2020 the City Commission further discussed the issue and it was suggested that an RFP be prepared for an electrical engineer to review the area to ensure the proposed upgrades would meet code and be compatible for future expansion for additional facilities as needed, such as the proposed new soccer fields. The RFP prepared by staff requests an inspection and plan to provide the electrical service for the complex and future expansion. The Commission also asked for research into prior agreements and actions.

The City Attorney located the original joint resolution between the City and the USD creating the Independence Joint Recreation Commission (IJRC) in 1979 “...for the establishment and maintenance of a supervised recreation system...”.

Paragraph 3 of the agreement states:

“The joint recreation commission is authorized and empowered to operate a system of public recreation and playgrounds, to acquire equipment and maintain land, buildings, and other recreational facilities, to employ a Director of Recreation, assistants and other employees, and to vote and expend funds for the operation of such recreation system.”

Other documents relating to the City’s relationship with the IJRC include the following:

1. 1994 - Interlocal agreement for the Ash Youth Center – This agreement is between the City, USD and IJRC relating to the operation, maintenance and improvement of a recreational facility and activity center. The agreement provides that the property shall be jointly owned by the City and USD as long as it is used for recreational purposes. A management team consisting of the Recreation Director, Superintendent and City Manager have responsibility for the general operation, maintenance and improvement, while the Recreation Commission is responsible for the on-site day to day management, operation and maintenance. The expenses relating to management, operation, maintenance and improvement of the facility are split 40% City, 40% USD and 20% IJRC.
2. 2007 - Plans for the Central Park and North Park Blvd Sports Complex that were approved by the IJRC and City Commission as part of the Park and Recreation Master Plan prepared by Indigo Designs. – This plan was prepared in conjunction with the Park Board and IJRC with final approval by the City Commission. At that time, the soccer fields were located on Peter Pan Road and the emphasis for the Central Park and North Park Blvd Sports Complex was to incorporate additional ballfields. After the 2007 flood a supplemental report was prepared that incorporated the flood buyout properties on North Park Blvd and South 10th Street as possibilities for additional ballfields, soccer fields and an arboretum.
3. 2014 – Joint Resolution and Interlocal agreement for the Riverside Beach Aquatic Center:
 - a. The joint resolution outlines the responsibilities of the IJRC and the City. Regarding utilities, the resolution states that IJRC is responsible for the telephone, while the City is responsible for water, sewer and trash removal. The resolution states that electricity shall be split equally between the IJRC and the City, however, payments by the IJRC are subject to the cap on net operating losses established in the interlocal cooperation agreement. Ongoing maintenance and closing procedures are also outlined in the joint resolution.
 - b. The interlocal cooperation agreement is for a term of 50 years. This agreement sets forth responsibilities for the funding and administration of day to day operations. It provides that all receipts from admissions, concessions and other pool operations shall be utilized to fund the pool operating expenses. It assigns the responsibility of all repairs and maintenance to the IJRC. It further indicates that all repairs and maintenance over \$1,000 must be approved by the City. It further indicates at the end of the season IJRC shall prepare a detailed profit and loss

statement for all receipts and expenses related to the operation of the pool, and that IJRC will absorb any net operating loss up to \$10,000. If the net operating loss exceeds \$10,000 the City shall reimburse IJRC the difference between the amount of net operating loss and \$10,000. The agreement establishes a pool committee consisting of City and IJRC representatives. The committee is involved in the budgetary process and capital improvement plan.

4. October 23, 2019 - RCA and Minutes – These documents were in regard to an agenda item for discussion entitled; *“Consider discussing a proposed soccer complex with the Independence Recreation Commission.”*
 - a. RCA -- Staff recommended working with the Park Board and Recreation Commission to update the Central Park and Park Blvd Sports Complex section of the Park and Recreation Master Plan to incorporate the proposed soccer fields, while also taking into consideration needed ADA upgrades. It was further recommended that the final plan be presented to the Commission for approval. The RCA also recommended working with the Recreation Commission to develop an agreement that would delineate the responsibilities of the City and the Recreation Commission as it pertained to properties that are not already covered in an existing agreement.
 - b. Minutes—The minutes indicated the Recreation Commission requested permission to move forward with the soccer field project. The City Attorney suggested preparation of a simple Memorandum of Understanding (MOU). The Mayor noted that the Recreation Commission would have to deal with any ADA issues for the complex. The Commission directed the City Attorney to include the land west of Park Blvd in the memorandum (Central Park).
5. December 12, 2019 Minutes and MOU – A Memorandum of Understanding prepared by the City Attorney was reviewed and presented. Mayor Caflisch indicated that the MOU needed to state that the IJRC is responsible for ADA compliance for both existing and future development. The MOU was modified to include this language and was approved by the Commission and subsequently signed by Mayor Ysusi.
6. December 17, 2019 – The City Attorney advised the Acting City Manager that the IJRC would not authorize signing the MOU if it indicates that they are responsible for correcting existing ADA compliance issues.
7. January 23, 2020-Revised Memorandum of Understanding for Park Blvd Facilities – The City Commission approved a revised MOU for the Park Blvd Facilities outlining future responsibilities of both parties. At the request of IJRC paragraph 6 was deleted dealing with maintenance which had stated as follows:
 6. *Maintenance: Beginning on the date of execution of this agreement, IRC shall maintain all the property subject to this agreement, including the undeveloped property as well as the currently utilized property such as the skate park area and baseball and softball facilities, including responsibility for mowing and the like. Some of the properties covered by this agreement were acquired by CITY pursuant to a FEMA Buy-Out Program and as a result thereof have restrictions on use which must be complied with by both CITY and IRC. To the extent that ADA requirements apply to any use or development of the property IRC shall have the responsibility of compliance therewith.*

Although the language regarding mowing was removed from the MOU, Brent Julian verbally committed that IJRC would mow the property.

The revised MOU provides consent for the IJRC to utilize the property for recreational activities. It also provides permission to IJRC to undertake studies, inspections, testing, and formulating plans for development of the property for youth soccer activities. Conversion of the undeveloped property for youth soccer activities was to be performed at the cost of the IJRC unless otherwise agreed to in advance of the City. The memorandum indicates the City will share all pre-existing documents regarding this property. It further provided for two stages, a planning stage and a construction stage. The memorandum provides permission to proceed with the planning stage, but requires additional approval by the City to the overall plan prior to initiation of construction. To date a professionally prepared plan has not been submitted to the City for formal approval.

On August 26, 2020 the Mayor, City Attorney and City staff representatives met with the Director and Board Chair of the IJRC to discuss this issue. Several of the prementioned historical documents were provided to those in attendance. The electrical issue at the ballparks and the proposed soccer complex were discussed. City staff asked if IJRC had considered moving the ballfields to the area of Central Park where it is less likely to flood and locate the soccer fields where the ballfields exist west of Park Blvd as future flooding would create less damage to soccer fields as compared to the ballfields. IJRC was concerned about the cost to relocate the ballfields so they had not considered that option. IJRC also indicated that the City Commission had already given them permission to proceed with the soccer field project. City staff indicated that a formal plan for that project had not been presented. IJRC indicated that they did have a plan that they sketched out in-house that was presented. City staff stated that a professionally designed plan that incorporated ADA access, parking, and other related infrastructure that included an estimated cost of the project, similar to what the Park and Recreation Master Plan included would be preferable for proper planning of the project. It was also discussed that a portion of the funding for the overall project could potentially be incorporated into the proposed special use sales tax. The IJRC indicated that they felt the soccer project and the electrical issues at the ballfields were two separate issues, and their current focus was to solve the electrical issue at the ballfield.

After this meeting City staff visited with the Mayor regarding contacting Doug Pickert with Indigo Design, who completed the current Park and Recreation Master Plan, to obtain a budget number for a scope and fee to update the existing plan for the Central Park and North Park Blvd area to incorporate soccer fields, ADA access and provide cost estimates for the project. City staff believes a revised plan would be useful in determining future amenities prior to spending funds for major electrical upgrades that may need to be modified if a revised plan is not prepared and followed. City staff did contact Indigo Designs and received a proposal for a preliminary concept plan and estimated costs to revise the previous plan for this area. Doug Pickert also recommends a topographical survey of the area be completed. City staff will obtain a price for this service from Cornerstone Surveying. If the proposal from Indigo Designs is approved, City staff suggests that IJRC work with Indigo Design to prepare the plan, with final approval of the preliminary concept plan by the City Commission as referred to in the January 23, 2020 MOU. Taking this approach would move this project along, and also provide an opportunity to identify phases of the project that could potentially be funded from future special use sales tax.

BUDGET IMPACT The 2007 Park and Recreation Master Plan was funded by the City, and other than the playground at Riverside Park it has not been updated. If the City solely funds the

update of the concept plan for the Central Park and North Park Blvd Sports Complex, it will have a budget impact of \$6,840 plus reimbursables up to a maximum of \$400 to be funded from Special Use Sales Tax for City buildings and facilities. This does not include the additional cost for a site boundary and topographical survey; or additional site planning and cost estimating for relocation of ballfields if desired.

The budget impact for the electrical inspection and plan is unknown until proposals are received and it is determined between the IJRC and City Commission how much each party will participate in this cost. It is anticipated the City's share will be funded from Special Use Sales Tax for City buildings and facilities.

SUGGESTED MOTIONS

I move to accept a proposal from Indigo Design to work with City representatives and IJRC to redesign and prepare cost estimates for the Central Park and North Park Blvd Sports Complex to incorporate soccer fields and supporting infrastructure.

If the Commission approves contracting with Indigo Designs to update the preliminary concept plan for this area, they may wish to consider holding off on RFP's for the electrical engineering services until the preliminary concept plan is completed and approved. If the Commission does not wish to take this approach, then the following motion would be appropriate to proceed with the RFP's for electrical engineering services:

I move to authorize Requests for Proposals for electrical engineering services on behalf of the Independence Recreation Commission for an electrical service inspection and plan for the North Park Sports Complex and future expansion.

SUPPORTING DOCUMENTS

1. 1979 - Creation of the IJRC
2. 1994 - Interlocal agreement for the Ash Youth Center
3. 2007 - Plans and Cost Estimate for the Central Park Sports Complex that were approved by the Recreation Commission and City Commission as part of the Park and Recreation Master Plan prepared by Indigo Designs.
4. 2014 - Joint Resolution and Interlocal Agreement for the Aquatic Center
5. October 23, 2019 - RCA and Minutes
6. December 12, 2019 - Minutes and Memorandum of Understanding for Park Blvd Facilities
7. January 23, 2020 – Minutes and Revised Memorandum of Understanding for Park Blvd Facilities
8. Proposal from Indigo Designs to update the Central Park and North Park Blvd Sports Complex concept and cost estimate to incorporate soccer fields and supporting infrastructure
9. RFP for electrical engineering services for inspection of the current electrical system and future expansion opportunities at the Central Park and North Park Blvd Sports Complex

JOINT RESOLUTION NO. _____

A JOINT RESOLUTION OF THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, AND OF THE BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 446, MONTGOMERY COUNTY, KANSAS, JOINTLY PROVIDING FOR THE ESTABLISHMENT AND MAINTENANCE OF A SUPERVISED RECREATION SYSTEM PURSUANT TO ARTICLE 19, CHAPTER 12, K.S.A., AS AMENDED, ESTABLISHING A JOINT RECREATION COMMISSION AND PROVIDING FOR MEMBERSHIP THEREON, SPECIFYING THE POWERS, DUTIES, AND AUTHORITY OF SUCH JOINT RECREATION COMMISSION, AND PROVIDING FOR AN OPERATING BUDGET FOR SUCH COMMISSION INCLUDING THE FUNDING THEREOF AND EXPENDITURES THEREFROM.

WHEREAS, on February 23, 1979, a petition was filed with the Clerk of the City of Independence, Kansas, requesting the Governing Bodies of the City of Independence, Kansas, (hereinafter called "City"), and Unified School District No. 446, County of Montgomery, Kansas, (hereinafter called "School District"), to jointly establish and maintain a supervised recreation system and to levy an annual tax therefor of one mill and further requesting that such proposition be submitted to the voters of the School District all in accordance with K.S.A. Chapter 12, Article 19, as amended; and

WHEREAS, after notice given as required by law, the Governing Bodies of the City and School District, in joint session assembled on March 1, 1979, found such petition to be legally sufficient and to contain the required number of signatures of qualified voters and, thereupon, on such date, duly passed and adopted a joint resolution providing, among other things, that such proposition for the establishment and maintenance of a joint recreation commission be submitted to the qualified electors of the School District by question submitted election at the regular general election on April 3, 1979, with such election to be held and conducted by the County Election Officer of Montgomery County, Kansas; and

WHEREAS, such question submitted election was thereafter advertised and held and conducted by said County Election Officer on April 3, 1979, as required by law; and

WHEREAS, the results of such question submitted election were duly canvassed and the County Election Officer, thereafter, issued a certificate, delivered to the City and the School District, certifying the result of such election and that such proposition had been approved, passed and adopted by a majority of the electors voting thereon, with the vote on such proposition being 1193 "Yes" votes and 566 "No" votes; and,

WHEREAS, all conditions legally precedent to the passage and adoption of this joint resolution have been fully met and complied with and, under the law, this resolution should be now adopted:

NOW THEREFORE, BE IT JOINTLY RESOLVED BY THE CITY AND THE SCHOOL DISTRICT:

1. A supervised recreation system is hereby jointly created, provided and established in and for the citizens of Unified School District No. 446 (said School District being the larger of the two units of government involved), and the public generally, and such supervised recreation system shall be operated, maintained, and conducted by the joint recreation commission herein established in accordance with the powers and authority granted such joint recreation commission in this resolution and in Article 19, Chapter 12, K.S.A. and all amendments thereto.

2. A joint recreation commission is hereby created and established to operate such supervised recreation system, and such commission is named and shall be known as INDEPENDENCE JOINT

RECREATION COMMISSION. Such recreation commission shall be vested with the powers, duties and obligation necessary for the conduct of the supervised recreation system herein established.

3. The joint recreation commission is authorized and empowered to operate a system of public recreation and playgrounds, to acquire equipment and maintain land, buildings, and other recreational facilities, to employ a Director of Recreation, assistants and other employees, and to vote and expend funds for the operation of such recreation system.

4. The joint recreation commission is authorized to conduct the activities of the recreation system on any property under its custody and management or, with proper consent, on any other public property and upon private property with the consent of the owners thereof and said commission may accept gifts and grants from any source whatsoever.
5. Said joint recreation commission shall consist of five (5) members, two of which shall be electors of the School District who shall be appointed by the Board of Education of the School District, two of which shall be electors of the City who shall be appointed by the Governing Body of the City and the four persons so selected and appointed shall select and appoint a fifth member of the recreation commission and all of such persons shall constitute the recreation commission. Of the members of said commission first selected by the School District, one shall serve for a term of one year and one for a term of four years; one of those first selected by the Governing Body of the City shall serve for a term of two years and one for a term of three years and the fifth member of the commission, selected as above, shall serve for a term of four years. Thereafter, the members of the commission shall be selected in the same manner as the member he is succeeding and the term of office of each shall be four years. Whenever a vacancy shall occur in the membership of the commission an elector shall be selected to fill such vacancy in the same manner as and for the unexpired term of the member he is succeeding. All members of the commission shall serve without pay.
6. The joint recreation commission shall elect, from its membership, a chairman, vice-chairman, and a secretary and such officers shall each serve for a term of one year and until their successors are elected from the commission membership. The treasurer of the Unified School District No. 446 shall be ex-officio treasurer of the recreation commission.
7. Members of the joint recreation commission shall meet at least once a month at such time and place as the commission may fix

by resolution. The recreation commission may adopt such by-laws for the conduct of the commission's business and affairs as shall be determined to be necessary and required, provided; that none of such by-laws shall be inconsistent with the law or the provisions contained in this resolution. Special meetings of the commission may be called at any time by the chairman or, in his absence, the vice-chairman. A majority of the commission shall constitute a quorum for the transaction of business. The commission shall cause a proper written record to be kept of its proceedings.

8. The commission is hereby empowered to administer in all respects the business and affairs of the joint recreation system and such power and authority herein granted shall be considered plenary and general in all respects and the same is not limited herein through enumeration of such powers.

9. The joint recreation commission shall annually, and not later than twenty days prior to the date for the publishing of the budget of the School District, certify the recreation commission budget to the School District and the School District shall levy a tax sufficient to raise the amount required by such budget, but in no event more than one mill, provided; that such levy shall not be deemed or considered a levy of the School District in determining the aggregate levy of the School District under any of the statutes of Kansas.

10. The amount received from the tax herein provided shall be set over to the joint recreation commission and shall be used by said commission for the purposes set forth in this resolution and in the applicable state law. Such tax funds shall be held by the ex-officio treasurer of the recreation commission and disbursements made by the recreation commission therefrom shall be only upon written claims duly presented and allowed with payment thereon by warrant check signed by the chairman or vice-chairman and the treasurer and attested by the secretary, all in the manner prescribed in K.S.A. Supp. 12-105a and 105b. All financial records of the joint recreation commission shall be audited as provided in K.S.A. Supp. 75-1122, and a copy of such annual audit report shall be filed with the Governing Bodies of the City and School District.

2200 City of Independence

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of June, 1994, by and between the City of Independence, Kansas, a municipal corporation (City), Unified School District No. 446, a municipal corporation (District) and Independence-USD 446 Recreation Commission (Commission).

RECITALS:

1. The City, District and Commission desire to provide, pursuant to the Interlocal Cooperation Act of Kansas, K.S.A. 12-2901, et seq., for the operation, maintenance and improvement of a year-around recreational facility and activity center (Facility).

2. The cost of the design, construction and equipping of the facility will be paid by the Glen O. Ash Trust.

3. Said facility will be located upon real property now owned by the District and described as follows:

The E/2 of the NW/4 of the NE/4 of the NW/4 of Section 35, Township 32, Range 15, except beginning at the Northeast corner of said E/2 of NW/4 of NE/4 of NW/4, thence West 130 feet, thence South 300 feet, thence East 130 feet, thence North 300 feet to the place of beginning, and except that part taken for highway, Montgomery County, Kansas

4. The City, District and Commission derive their authority to contract pursuant to Kansas Statutory law.

5. The City, District and Commission derive their authority to perform the type of activity called for in this agreement from Kansas Statutory law.

Original Compared With Record

1

STATE OF KANSAS }
MONTGOMERY COUNTY, } SS Fee 22.00

This instrument was filed for record on the 23 day of Sept. A.D. 1994 at 9:00 o'clock A.M. and duly recorded in book 419 on page 488

Jeanne Burton Register
Jeanne Burton

NOW, THEREFORE, the City, Commission and District, in consideration of the mutual covenants herein contained agree as follows:

Sec. 1. Ownership of Real Property. The District shall convey to the City an undivided one-half interest in the real property upon which the Facility is to be built. The deed of conveyance shall provide that all of the interest conveyed by the District shall revert to the District should the said real property cease to be used for recreational purposes.

Sec. 2. Management of the Facility.

A. Management Team

A management team composed of the Director of the Commission, or his designee, the Superintendent of the District, or his designee, and the City Manager of the City, or his designee, shall, upon the completion of construction of the Facility, assume responsibility for the general operation, maintenance and improvement of the Facility. The management team shall meet at least annually, at such times and places as the management team shall determine. All members of the management team must be present to constitute a quorum for the transaction of business at any meeting. Action of the management team must be authorized by the affirmative vote of at least two of its three members.

B. Commission

The Commission shall be responsible for the on-site, day to day management, operation and maintenance of the Facility. The duties of the Commission shall include:

- i. Providing personnel to manage, operate and maintain the facility,
- ii. Establishing regulations for the use of the facility,
- iii. Scheduling the use of the facility by the District, City, Commission and other parties,
- iv. Properly maintaining the Facility, including the swimming pool in a safe and sanitary condition, as may be required by the Kansas

Department of Health, the Montgomery County Health Department and any other agency having health or sanitary control over such functions, so that the same may be available for use according to this agreement.

- v. Maintaining such records as required by the management team or regulatory agencies, including records of income, expenditures and maintenance performed.
- vi. Providing routine maintenance of the facility and providing all necessary equipment, materials and supplies necessary to accomplish the same.

Sec. 3. Scheduling and Use of the Facility.

A. Scheduling

The Commission shall schedule the use of the Facility by the parties to this agreement and by other parties.

Beginning on the first official day of School of each year until the last official day of school, the District will have first priority for use of the swimming pool on Monday through Friday from 8:00 a.m. to 3:00 p.m. The first and last days of school will be determined by reference to the official school calendar adopted by the District.

Special consideration shall also be given to accommodate the scheduling of District swimming events.

B. Supervision

The Facility shall be used only with adequate supervision of the premises, including enforcement of reasonable rules and regulations of conduct, care of property, providing of lifeguards when using the swimming pool, and providing a sufficient number of employees for the safe and sanitary use of the facility.

When the District or City is using the facility, the party using the Facility will provide adequate supervision. At all other times of use, the Commission will provide adequate supervision.

C. Liability

Each party shall assume all liability for and save the other parties harmless from any and all claims under the Worker's Compensation Act and from any and all other claims arising out of said party's use, operation or occupancy of the facility.

D. User fees

The management team will determine the amount of the user fees to be charged to any persons or organizations for the use of the facility. All user fees charged and collected shall be delivered over to the Commission to be applied against the expenses of managing, operating, maintaining and improving the Facility.

Sec. 4. Financing. On or before the 1st day of March of each year, the management team shall prepare a budget for the operation, maintenance and improvement of the Facility for the next fiscal year. The fiscal year shall end on the 30th day of June. The budget shall include all income and expenses related to the management, use, operation, maintenance, and improvement of the facility, including but not limited to the following:

a. Expenses:

- Personnel
- Utilities
- Supplies and equipment
- Insurance
- Repairs and maintenance
- Capital improvements

b. Income:

- User fees
- Gifts or donations
- Contributions from the parties to this agreement

The proposed budget shall be submitted to the parties for their approval. The parties shall promptly notify the management team of any requested

changes to the proposed budget. The management team shall submit revised budgets to the parties until the proposed budget is approved by all the parties.

Subject to the limitations of the Cash Basis Law, the parties each state that it is their present intent to, throughout the term of this agreement, contribute the funds necessary, for the management, operation, maintenance and improvement of the Facility, as budgeted in each approved budget, in the following proportions:

<u>Party</u>	<u>Percentage of Total Contributions from the Parties</u>
City	40%
District	40%
Commission	20%

The respective contributions of the parties shall be paid to the Commission which shall use the funds for the use, operation, maintenance and improvement of the Facility, according to the budget approved by the parties and subject to the general supervision of the management team. Payments to the Commission by the District and the City shall be on a semi-annual and shall correspond in time to the semi-annual payment of the ad valorem taxes to the District and the City.

Sec. 5. Concessions. The Commission shall have the exclusive right to the sale of concessions at the facility. Concessions shall include all food or drinks offered for sale at the facility, including those offered for sale in vending machines.

Sec. 6. Non-Discrimination. No party, nor any person or organization using the Facility under the authority of any party, shall discriminate, in the use of the Facility, against any person on the basis of race, color, creed, sex, religion or physical handicap.

Sec. 7. Personal Property. All personal property acquired pursuant to this agreement for use in the management, operation, maintenance and improvement of the Facility shall be used under the authority of the management team, and upon the termination of this agreement, will remain with

the facility to be used by any subsequent operator or manager of the facility.

Sec. 8. Insurance. The Commission shall specifically list the facility on the Commission's blanket liability insurance policy, and shall have the City and the District designated as "additional insured" for all risks associated with the facility. The Commission shall have the insurer identify the liability insurance cost attributed to the facility, and said cost will be included as an expense item in the budget prepared pursuant to Sec. 4 of this agreement.

The City and the District shall provide for such fire and extended coverage insurance as they shall determine to be necessary or required by law. The cost of this insurance will be included as an expense item in the budget prepared pursuant to Section 4 of this agreement.

Sec. 9. Miscellaneous. The District will, at the District's expense, maintain the grounds around the facility. The City will, at the City's expense, furnish water, sewer and trash pick up the facility.

Sec. 10. Term. This agreement shall have an initial term of one year. The agreement shall automatically renew for an additional term of one year, and upon the end of said second one year terms, the agreement shall automatically renew for successive terms of five years each unless, at least six months prior to the end of the initial term or any subsequent term, a party shall give written notice to the other parties that it does not desire to renew the agreement. Upon termination of this agreement, whether as the result of non-renewal or otherwise, the following action shall be taken with regard to the real property on which the Facility is located, said real property being described above:

a. If the termination is at the request of or is the result of an action by the City, then the City shall convey to the District all of its right, title and interest in the real property.

b. If the termination is at the request of or is the result of an action by the District, then the District shall convey all of its right, title and interest in the real property to the City, subject to a provision that the ownership of the real property shall revert to the District should the real property cease to be used for recreational purposes.

c. If the termination is at the request of or is the result of an action by

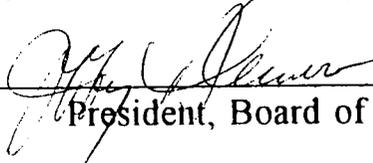
the Commission, then the ownership of the real property shall remain unchanged.

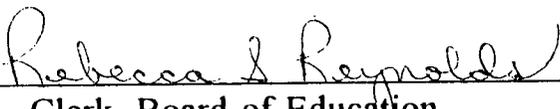
Sec. 11. Approval of Attorney General. This agreement shall not be effective until it is determined by the Attorney General of the State of Kansas that the agreement is in proper form and compatible with the laws of the State of Kansas and until executed copies of the agreement are filed for record with the Register of Deed of Montgomery County, Kansas, and with the Secretary of State of Kansas.

Sec. 12. Condition Precedent. The construction of the Facility on the real property above described from funds provided by the Glen O. Ash Trust shall be a condition precedent to the entry of this agreement into force.

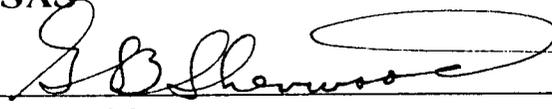
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

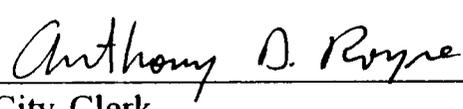
**UNIFIED SCHOOL DISTRICT NO. 446
MONTGOMERY COUNTY, KANSAS**

By 
President, Board of Education

Attest:

Clerk, Board of Education

**THE CITY OF INDEPENDENCE,
KANSAS**

By 
Mayor

Attest:

City Clerk



**INDEPENDENCE-USD 446 RECREATION
COMMISSION**

By 
Chairperson

Attest:

Secretary

\\CITY\COOP.AGR



STATE OF KANSAS

OFFICE OF THE ATTORNEY GENERAL

2ND FLOOR, KANSAS JUDICIAL CENTER, TOPEKA 66612-1597

ROBERT T. STEPHAN
ATTORNEY GENERAL

September 21, 1994

MAIN PHONE: (913) 296-2215
CONSUMER PROTECTION: 296-3751
TELECOPIER: 296-6296

City of Independence
Anthony Royse
120 N. 6th
Independence, KS 67301

Re: Interlocal Agreement between the city of Independence,
USD 446 and Independence-USD 446 Recreation Commission -
Operation and Maintenance of Recreational Facility.

Dear Mr. Royse:

We have reviewed the above-referenced agreement and find that
it complies with the requirements of the Interlocal Agreement
Act and with the laws of the state of Kansas.

The Attorney General's signature below signifies his approval.

Very truly yours,

OFFICE OF THE ATTORNEY GENERAL
ROBERT T. STEPHAN

Robert T. Stephan
Attorney General

RTS:MF:mf

11. This resolution shall take effect and be in force from and after its passage and adoption and its publication for one week in the Independence Daily Reporter.

PASSED AND ADOPTED by the Governing Bodies of the City and School District, both individually and collectively, on the 11th (U.S.D. 4) day of June, 1979.

UNIFIED SCHOOL DISTRICT NO. 446
COUNTY OF MONTGOMERY, KANSAS.
THE BOARD OF EDUCATION OF SUCH
SCHOOL DISTRICT

BY [Signature]
President

ATTEST:

[Signature: Beverly Hudson]
Clerk

CITY OF INDEPENDENCE, KANSAS

BY _____
Mayor

ATTEST:

City Clerk



N
 ↑
 INDIGO DESIGN, INC

INDEPENDENCE 2007
 PARKS AND RECREATION MASTER PLAN
**CENTRAL PARK & PARK BLVD
 SPORTS COMPLEX CONCEPT**
 September 4, 2007

Independence 2007 Park & Recreation Master Plan		
Opinion of Probable Project Costs		
12/31/2007		
Indigo Design, Inc.		
CENTRAL PARK AND PARK BOULEVARD SPORTS COMPLEX		
ITEM	TOTALS	
DEMO EXISTING PARKING		\$8,000
GRAVEL REMOVAL AND ON-SITE DISPOSAL		
NEW PARKING STALLS		\$586,953
EARTHWORK		
TYPE B (MR-90) COMPACTION)		
2" BM-2 ASPHALT SURFACE		
4" BM-2B ASPHALT BASE		
6" AB-3 SUBBASE		
CURB & GUTTER (ALONG FRONT AND ENDS)		
PAVEMENT MARKING FOR STALLS		
FINISH GRADING		
TRAFFIC CALMING MEDIAN ON PARK BOULEVARD		\$100,000
MASS GRADING FOR (3) NEW BALL FIELDS		\$50,000
NEW T-BALL FIELDS - 100'-125' WITH LIGHTS		\$300,000
NEW SOFTBALL FIELD - 250' WITH LIGHTS		\$275,000
GRADING FOR BLAST BALL FIELDS/CENTRAL OPEN AREA AND SLEDDING HILL		\$37,500
<i>IRRIGATION SYSTEM FOR ALL FIELDS- NOT INCLUDED</i>		\$0
NEW SCOREBOARDS		\$36,000
NEW RESTROOM AND SHELTER FOR T-BALL/BLASTBALL AREA		\$150,000
PLAY GROUND		\$75,100
CLIMBING STRUCTURE AND SLIDES, WITH WOOD SURFACING		
BOUNCERS		
SAND PLAY AREA		
NEW PARK SIGN @ ENTRIES		\$10,000
COMPLETE FINAL PHASES OF SKATE PARK PLAN		\$70,000
NEW WALKING PATH		\$235,690
CLEAR AND GRUB		
6" OF TOPSOIL STOCKPILE, RE-SPREAD		
EARTHWORK		
FINISH GRADING		
HDPE STORM DRAINAGE PIPE (12")		
HDPE STORM DRAINAGE AREA INLETS		
HDPE STORM DRAINAGE PIPE END SECTIONS		
8' WIDE CONCRETE TRAIL (4' DEPTH ON 4" COMPACTED AB-3 BASE)		
TEMPORARY EROSION CONTROL BLANKET (Covered under field figures)		
SEEDING		
OTHER SITE IMPROVEMENTS		\$14,500
BENCHES		
TRASH RECEPTACLES		
NEW BASKET BALL COURT (75X45)		\$31,125
CONCRETE PAVEMENT		
GOALS AND STRIPING		
NEW BATTING CAGES		\$50,000
NEW DISC GOLF COURSE (9-HOLE)		\$12,000
LANDSCAPING		\$28,100
SHADE TREES		
ORNAMENTAL TREES		
EVERGREEN TREES		
SHRUBS		
GRASSES/PERENNIALS		
FESCUE MIX SEEDING		
SUB-TOTAL PROBABLE PROJECT COST		\$2,069,968
		(Continued on next page)
CENTRAL PARK AND PARK BOULEVARD SPORTS COMPLEX (continued)		

OTHER COSTS		
	SURVEY, DESIGN, AND CONSTRUCTION ADMINISTRATION FEES	\$248,396
	PERMIT FEES	\$31,050
	MOBILIZATION	\$82,799
	CONSTRUCTION STAKING	\$51,749
	TESTING	\$20,700
	CONTINGENCY (20%)	\$413,994
TOTAL PROBABLE PROJECT COST		\$2,918,654

RESOLUTION NO. 2014-71

A Joint Resolution Between the City of Independence, Kansas and the Independence Joint Recreation Commission

Be it resolved by the Governing Body of the City of Independence, Kansas and the Independence Joint Recreation Commission:

Section 1. Purpose

This Resolution is intended to clarify and provide additional details concerning the Interlocal Cooperation Agreement entered into between the City of Independence, Kansas (hereafter City) and Independence Joint Recreation Commission (hereafter IJRC) as it pertains to the Riverside Beach Family Aquatic Center (hereafter Pool).

Section 2. Hours of Operation

IJRC shall endeavor to maintain the following hours of operation during the swimming season which is defined as extending from Memorial Day weekend through Labor Day weekend, subject to availability of personnel, provided however, IJRC will make its best efforts to keep the Pool open at least on weekends through the Labor Day weekend:

Sundays, Mondays and Tuesdays	-	1:00 p.m. - 6:00 p.m.
Wednesdays	-	1:00 p.m. - 5:00 p.m.
Thursdays, Fridays and Saturdays	-	1:00 p.m. - 7:00 p.m.

Section 3. Pool Manager

IJRC shall designate a Pool Manager who shall be responsible for the day to day management and operation of the Pool. The name and telephone number of the Pool Manager shall be provided in writing to the City each year. The Pool Manager shall be reasonably available to meet with representatives of the City during normal working hours.

Section 4. Personnel

IJRC shall be responsible for all personnel decisions regarding employees working at the Pool. All personnel are to be employees of IJRC, not of the City. In the event an employee is terminated, IJRC shall confidentially inform the City of such termination and the reason therefore, if any. Ideal staffing levels are as indicated below but may vary based upon usage and weather:

One Pool Manager

15 Lifeguards

7 Safety Guards

2 Concession Workers

2 Cashiers

The following shall apply to all personnel:

- a. All personnel are subject to a background check and drug screening.
- b. All personnel shall be paid the established federal minimum wage.
- c. The City shall have the right to reasonably request replacement of any employee whose conduct, character or performance is deemed not to be in the best interests of the City.
- d. Residents of the City of Independence shall be given priority over nonresidents for employment at the Pool.
- e. All on-duty personnel must be uniformly identified at all times. Female lifeguards and safety guards are to wear a one-piece bathing suit.
- f. All lifeguards will hold the minimum qualification of advanced lifeguard certification and be at least 15 years of age.
- g. All personnel shall be properly trained, including customer service training. IJRC shall provide personnel for special programming events

outside public swim sessions.

Section 5. Programming

IJRC may establish programming opportunities and set all fees and charges associated therewith.

Section 6. Utilities

IJRC shall be responsible for payment of the monthly telephone service. The City shall be responsible for providing or payment of water, sewer and trash removal utilities. The City and IJRC shall equally split the cost of electricity. Payments by IJRC are subject to the cap on net operating loss established in the Interlocal Cooperation Agreement entered into between the parties.

Section 7. Security

IJRC shall be responsible for security of the Pool. IJRC shall provide the City with five sets of keys for all locks accessing the Pool, bath house and equipment areas.

Section 8. Licenses and Permits

The City, with IJRC's cooperation, shall be responsible for obtaining and paying any costs associated with all necessary permits and licenses required to operate the Pool.

Section 9. Concession Operations

The hours of food and beverage services shall be adequate to serve the general public. The sale of alcoholic beverages is not permitted. IJRC may, with prior written consent of the City, subcontract the concession operation. The City will not unreasonably withhold such approval. In the event the concession operation is subcontracted, IJRC shall make its best efforts to solicit minority businesses.

Section 10. Financial Matters

- a. At the end of each day of operation of the Pool, IJRC will count all funds received, fill out admissions and/or concessions report forms, attach appropriate cash register receipts, then deduct start-up funds for the next business day consisting of \$150.00 for admissions and \$100.00 for concessions, and then fill out a deposit slip for deposit in the bank. All funds shall be locked in a safe overnight and deposited in the bank on the morning of the next business day.
- b. IJRC shall maintain computerized records of all deposits on a daily basis.
- c. IJRC shall provide the City with all attendance and enrollment records upon request.
- d. IJRC shall establish a system of internal controls for accounting purposes.
- e. All books, records, receipts, deposits and expenditures made by IJRC in its operation of the Pool shall be subject to inspection by the City upon request.

Section 11. Additional Reports by IJRC

- a. Within 45 days after the end of each operating year, IJRC shall provide the City a statement of profits and losses, and gross revenues, detailing the results of its operation of the Pool in sufficient detail to reflect all gross revenues and expenses related to the Pool.
- b. Upon request, IJRC shall provide the City with all programming attendance, enrollment records and any additional information to reflect all additional programming costs on a monthly basis.

Section 12. Customer Relations

IJRC shall be responsible for handling all customer complaints associated with the Pool. If the Pool Manager is unable to resolve a customer complaint, the complaint will be forwarded to the Board of Directors of IJRC for resolution. Customer survey forms shall be readily available and visible to all customers of the Pool in order that they may present their comments or complaints regarding operation of the Pool. Copies of all such completed forms

shall be made available to the City upon request.

Section 13. Ongoing Maintenance

IJRC shall perform the following ongoing maintenance responsibilities:

- a. Set up, take down and storage of all movable equipment, including tables, chairs, lounges, etc.
- b. The reporting of all operating deficiencies to the City.
- c. The handling and checking out of all facility keys to personnel of the Pool.
- d. Completion and documentation of required safety checks on a daily basis to include all slides, play structures, the lazy river, and other features.
- e. Check and test all safety equipment.
- f. Complete all required tests and records thereof as may be required by City or State ordinance, law, or regulation.
- g. Furnish and supply all necessary first aid supplies to include supplies for a minimum of 125 people in consultation with the City's EMS Department.
- h. Maintain and operate the filter equipment in accordance with health department requirements.
- i. Vacuum the pools prior to regular operating hours as needed, plus entirely vacuum the pool a minimum of one time per week.
- j. Backwash the filter system as required.
- k. Clean all hair and lint strainers on all pumps and associated filters as needed.
- l. Maintain a log of all maintenance issues which shall be shared with the City upon request. Clearly document any safety event and include all specifics, location, and names of parties involved.

Section 14. Close of Swimming Season

At the close of the swimming season, IJRC shall winterize the close the Pool, take all

necessary steps to secure and store the equipment including, but not limited to, the following:

- a. Drain all drinking fountains.
- b. Inspect all pumps and motors and notify the City of any malfunctioning equipment.
- c. Store all moveable equipment out of the elements.
- d. Drain and store all hoses.
- e. Drain the filtration system.
- f. Remove and store all plugs from the plumbing.
- g. Backwash all filters and inspect for any defects.
- h. Drain and re-lubricate all chemical feeders.
- i. Leave all valves at appropriate settings for off-season purposes.
- j. Inspect all pool machinery, equipment, plumbing and electrical systems and list any parts or problems in need of attention prior to the next swimming season.
- k. Thoroughly clean the bath house areas, restrooms, lifeguard room, lifeguard dressing room, manager's office, breezeway, deck area and storage areas.
- l. Drain all bath house and restroom plumbing fixtures and winterize as necessary.
- m. Drain all plumbing and remove any debris located therein.
- n. Drain all pools.
- o. Remove all hair and debris from all hair and lint traps.

After completing all the above, the Pool shall be subject to an inspection performed by IJRC, the City, or their designee. At the City's request, IJRC shall provide specifications for any needed repairs or replacements needed before the next swimming season.

Section 15. Amendment

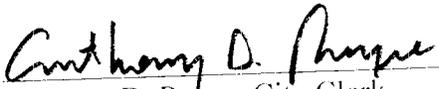
This Resolution may be amended by written document signed by both parties, subject to approval of the Governing Body of the City and the Board of Directors of IJRC.

This Resolution was adopted by the Governing Body of the City of Independence on the
23rd day of July, 2014.



Fred D. Meier, Mayor

ATTEST:



Anthony D. Royse, City Clerk



This Resolution was adopted by the Independence Joint Recreation Commission on the
20 day of August, 2014.



Brent Julian
Executive Director

INTERLOCAL COOPERATION AGREEMENT
CONCERNING RIVERSIDE BEACH FAMILY AQUATIC CENTER

THIS AGREEMENT is entered into by and between the City of Independence, Kansas, a municipal corporation (hereafter City), and the Independence Joint Recreation Commission (hereafter IJRC).

WHEREAS, the City owns the following described real estate upon which is located the Riverside Beach Family Aquatic Center (hereafter Pool), to-wit:

✓
All or part of Block 17, Parkhurst's Grand Elevation Addition, City of Independence, Kansas (commonly referred to as the Northeast Corner of 5th and Oak Streets, Independence, Kansas)

AND WHEREAS, the City desires to delegate operation of the Pool to IJRC.

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

1. Duration and Effective Date: This agreement shall be for a term of 50 years and shall become effective on the date of its approval by the Kansas Attorney General's office pursuant to KSA 12-2904 and its subsequent recording with the Montgomery County Register of Deeds pursuant to KSA 12-2905.
2. Termination: This agreement may be terminated at any time by the mutual written consent of both parties. Additionally, either party may terminate this agreement by giving the other party written notice before January 1 of any year during the term of this agreement. If notice of termination is not provided prior to January 1 of any given year, then the agreement may not be terminated during that year until after



the swimming season has concluded. For purposes of this agreement, the swimming season is defined as beginning on Memorial Day weekend and extending through Labor Day weekend.

3. Purpose: The purpose of this agreement is to provide for operation of the Pool for the benefit of the community and, in that regard, setting forth responsibilities for its funding and administration of day to day operations.

4. Administration: No separate legal or administrative entity is created to administer this agreement. IJRC shall be responsible for the management and operation of the Pool consistent with the terms of this agreement.

5. Amendment: This agreement may be amended in writing by mutual agreement of the parties.

6. Disposition of Property Upon Termination: The Pool and the real estate upon which it is located are owned by the City and upon termination of this agreement, ownership of such property shall remain with the City. With regard to all personal property and equipment acquired with operational funds by IJRC, such personal property and equipment shall become the property of the City upon termination of this agreement.

7. Funding: All receipts from admissions, concessions, and other Pool operations shall be received and retained by IJRC to be used to fund the Pool operating expenses. All repairs and maintenance to the Pool or its equipment are the responsibility of IJRC. All repairs and maintenance to the Pool or equipment involving

sums of \$1,000.00 or less may be performed by IJRC without consultation with the City. All repairs and maintenance to the Pool or equipment involving sums in excess of \$1,000.00 shall require prior written approval from the City. At the conclusion of the swimming season, IJRC shall prepare a detailed profit and loss statement for all receipts and expenses related to the operation of the Pool and provide the City a copy of the same. IJRC agrees to absorb any net operating loss up to \$10,000.00. If there is a net operating loss of more than \$10,000.00, the City shall reimburse IJRC the difference between the amount of the net operating loss and \$10,000.00.

8. Pool Committee: There is hereby established a Pool Committee consisting of the following persons: Director of IJRC, IJRC's Pool Manager, IJRC Board Member, City Manager, Assistant City Manager, City's Director of Utilities, and City's Chief Water Plant Operator.

9. Budgetary Process: On or before July 1 of each year, the Pool Committee shall present to the Governing Body of the City a proposed budget for the next operating year including expenditures for the following:

Operation and maintenance expenses

Repairs, replacements and alterations which do not constitute capital improvements

Expenses related to advertising, sales and business promotion

Expenses relating to furnishings, equipment and operating inventory

The budget shall require approval of the Governing Body of the City, which approval shall not be unreasonably withheld or delayed. In the event of a dispute

regarding the budget, the operating budget for the previous year shall control.

10. Additional Duties of Pool Committee: Prior to May 1 of each year, the Pool Committee shall meet and discuss a Capital Improvement Plan to be included in the budget for the next operating year which shall set forth specific recommendations for capital improvement projects, their estimated cost, and the priority of such projects.

11. Details of Day to Day Management: The day to day management of the Pool shall be performed by IJRC which shall include all personnel decisions, repairs and maintenance, rules and regulations, hours of operation, and such other matters routinely related to the operation of a swimming pool. The parties may enter into one or more joint resolutions regarding any particular matter having to do with day to day operation and administration of the Pool in the event further clarification is necessary or desired.

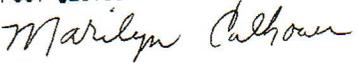
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as hereinafter set forth.

INDEPENDENCE JOINT
RECREATION COMMISSION

By: 
Brent Julian
Executive Director

State of Kansas, Montgomery County
This instrument was filed for
Record on October 17, 2014 02:29:00 PM
Recorded in Book 633 Page 1168-1173
Fee: \$28.00 201403944




Marilyn Calhoun, Register of Deeds

CITY OF INDEPENDENCE, KANSAS

By: Fred D. Meier
Fred D. Meier
Mayor

ATTEST:

Anthony D. Royse
Anthony D. Royse
City Clerk

APPROVAL OF KANSAS ATTORNEY GENERAL

The above and foregoing Interlocal Cooperation Agreement has been reviewed and approved by the Office of the Kansas Attorney General.

October 14, 2014
Date

Cheryl J. Whelan
Name: Derek Schmidt
Title: Kansas Attorney General
by Cheryl J. Whelan
Assistant Attorney General

ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

BE IT REMEMBERED that this 20th day of August, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brent Julian, Executive Director of Joint Independence Recreation Commission, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

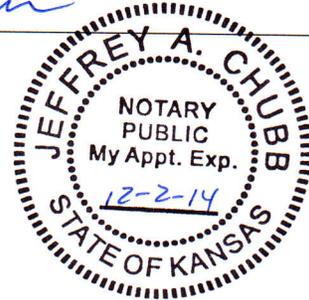
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the

day and year last above written.



Notary Public

My commission expires: 12-2-14



STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

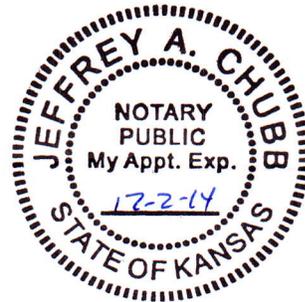
BE IT REMEMBERED that this 23rd day of July, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Fred D. Meyer, Mayor of the City of Independence, and Tony D. Royse, City Clerk, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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



Notary Public

My commission expires: 12-2-14





DISCUSSION ITEM
CITY OF INDEPENDENCE
October 23, 2019

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider discussing a proposed soccer complex with the Independence Recreation Commission.

BACKGROUND City staff received a request from the Recreation Commission to discuss a new proposed soccer complex in the area of Central Park on North Penn Avenue and the ballfields on North Park Blvd.

In approximately 2006-2007 the Park Board and Recreation Commission worked together to update the Park Master Plan which included this area. The final Park Plan was presented to the City Commission.

Since the proposal does not match the existing park plan, staff would like direction to prepare RFP's to update the section of the Park Master Plan relating to this area. Once a consultant was selected, they would work with the Park Board and Recreation Commission to modify the plan for this area to include the proposed soccer fields, while also taking into consideration needed ADA upgrades. The final plan would be submitted to the City Commission for final approval.

Staff would also like direction to work with the Recreation Commission to develop an agreement that would delineate the responsibilities of the City and the Recreation Commission as it pertains to properties that are not already covered in an existing agreement.

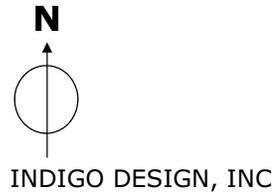
SUPPORTING DOCUMENTS

1. Request.
2. 2007 Central Park and Park Blvd Sports Complex Plan.
3. 2007 Flood Study Supplemental Report to the 2007 Park and Rec Master Plan.

From: [brent.julian](#)
To: [Kelly Passauer](#)
Subject: Request to be on your agenda
Date: Wednesday, October 02, 2019 11:26:37 AM

Kelly,
IRC is wanting to request to be on your agenda for the Wednesday, October 23rd commission meeting. We are wanting to come discuss the new soccer complex again please.

Brent Julian
Director of Recreation
Independence Recreation



INDEPENDENCE 2007
 PARKS AND RECREATION MASTER PLAN
**CENTRAL PARK & PARK BLVD
 SPORTS COMPLEX CONCEPT**
 September 4, 2007

**Independence, Kansas
Parks and Recreation Master Plan
2007**

**SUPPLEMENTAL REPORT
REGARDING POTENTIAL USE OF
1% FLOOD ZONES**

**For areas in the vicinity of
Park Boulevard Sports Complex
and
South 10th Street Park**

**Report Prepared by Indigo Design, Inc.
De Soto, Kansas**

Table of Contents

Section

A Flood Study Summary

B Concept Plans

- Central Park and Park Boulevard Sports Complex (Sycamore and Park Boulevard Area)
- South 10th Street Park and Surrounding Areas

SECTION A

FLOOD STUDY SUMMARY

Purpose

This supplemental study to the city-wide Parks and Recreation Master Plan was initiated following the tremendous floods that occurred in Independence in late June and July 2007. As the City observed the damage brought upon these areas, questions logically followed regarding the long-term future of the flood-prone land. If redevelopment and reinvestment to residential uses is discouraged or precluded by federal agencies, it was felt that some planning should be considered to allow beneficial use of the areas.

The purpose of this study, then, was to assess the flood zones' potential use from the perspective of parks and recreation. In terms of long-range planning, the timing was fortuitous, as a city-wide planning effort to develop a 15-20 year plan for parks and recreation in Independence was in its middle stages.

However, because the assessment of damage and redevelopment of flood areas was expected to take a considerable amount of time – in months, if not years – it was decided that this study should be kept as a separate body of work, not directly bearing on the parks and recreation master, as it were. The study, however, would be kept available to help guide discussions regarding the flood area, if and when appropriate.

Process

The following briefly summarizes the process that was employed to arrive at the final flood area study recommendations and plans:

Analysis – The design team leader toured the study areas with City staff to observe the extent of damage caused by the flood. As well, the City provided maps to the design team that were prepared as a means to track the extent of damage to homes and structures on a lot by lot basis. These maps included information on the limits of the designated 1% Flood Zones.

Programming – Discussions with City staff suggested that the studies should consider the possible uses of the flood areas as new and/or relocated sports fields – primarily for baseball/softball and soccer fields. Impacts to existing parks and plans should also be reviewed and noted.

Concept Plans – The attached concept plans were created to assess the potential capacity of each site to accommodate needed parks and recreation uses. These plans, if implemented, would most likely replace similar improvements already incorporated into other sites per the Parks and Recreation Master Plan.

Recommendations

Based on the data and level of information available at the time of this study, it appears that the potential uses as shown on the attached plans are appropriate and achievable, both from a construction and functional standpoint. The renovations and addition to the Park Boulevard Sports Complex fields for softball use were documented needs of the community, as was a desire to upgrade the soccer facilities.

If these plans were implemented, the impact would be most notable with regard to the existing soccer complex at Peter Pan Road. The uses now planned for the existing soccer complex would be, in effect, be relocated to these study sites. Thus, the soccer complex site would be available for a variety of new uses.

In summary, if these flood zone areas become available for uses other than residential, it would be sensible to revisit these plans in greater detail, open discussions regarding the best location in the community for these sports fields and facilities, and then make the decision as to the best use of these lands.

SECTION B

PARK PLANS

The following pages provide additional insight into the design thoughts and intentions of the concept plans developed for each of the studied flood zone areas.

Park Boulevard Sports Complex (Sycamore and Park Boulevard Area)

See the concept plan on the following page.

The concept plan shown incorporates the Central Park and Park Boulevard Sports Complex plan that was included in the city-wide Parks and Recreation Master Plan, with exception of the following additions and adjustments.

Area East of Park Boulevard, from the railroad tracks south to Cottonwood Street.

- Two new 300' softball fields, primarily for use by adult softball leagues. The plan is conservative in that it aims to save trees and minimize encroachment on the drainage channel between the two fields. Thus, the south field is shortened on the right field foul line. This shortened foul line may not be a necessary given more detailed survey information with which to study the position and grading of the proposed field.
- The north field shown represents a total re-build of the existing Sinclair Field, which is shifted slightly to the north and re-graded to improve drainage and playability.
- New parking area, with connecting drive and parking between the two fields. This will require that the storm system pipe under Park Boulevard be extended and fill placed over it, creating a level area for the connecting drive and parking.
- The parking provided for the two fields is adequate to cover the parking needs, including the change-over period when two teams are playing and two are waiting to play. It may be possible, as well, to reduce the parking area to minimize the storm system extension costs and to help preserve existing trees.

Area along Sycamore Street (north side)

- Creates off-street parking along Sycamore Street. This parking would sit below the elevation of the street.
- The access drive through the middle section of central park is not shown in this plan, as an alternative arrangement to the previous master plan. This creates a more contiguous park area with planned trails and open space. However, if parking areas on the north side of the park/sports complex are full, patrons will need to exit to Penn Avenue, then south to Sycamore Street to access this parking.

South 10th Street Park (and Surrounding Areas)

See the concept plan on the following page.

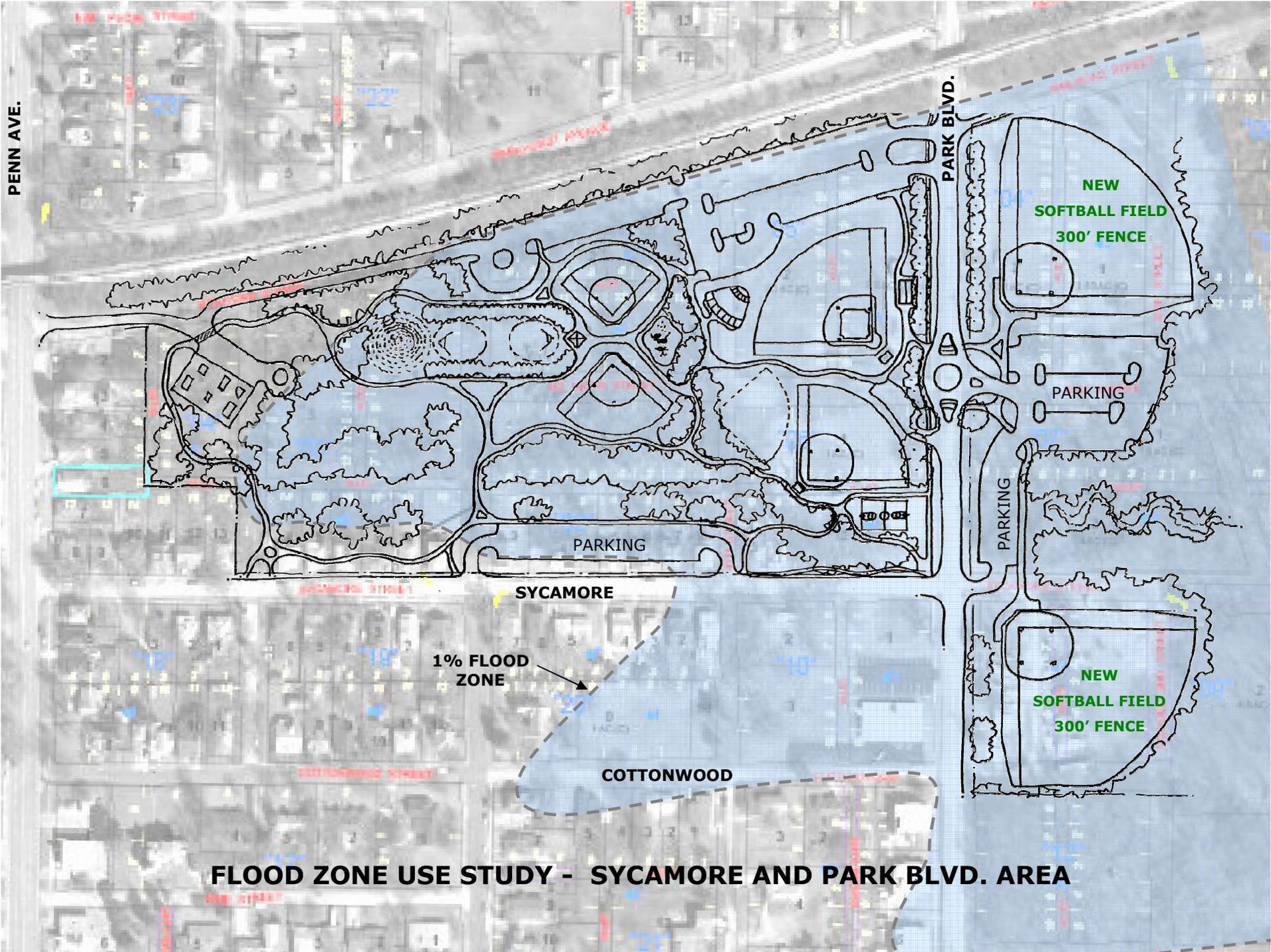
The concept plan shown is roughly centered on the existing South 10th Street Park, but extends well beyond the existing park area to the east, south, and west.

**Area East and South of the Existing Park –
(Birch St. south to the railroad tracks, and from South 10th east to Penn Avenue)**

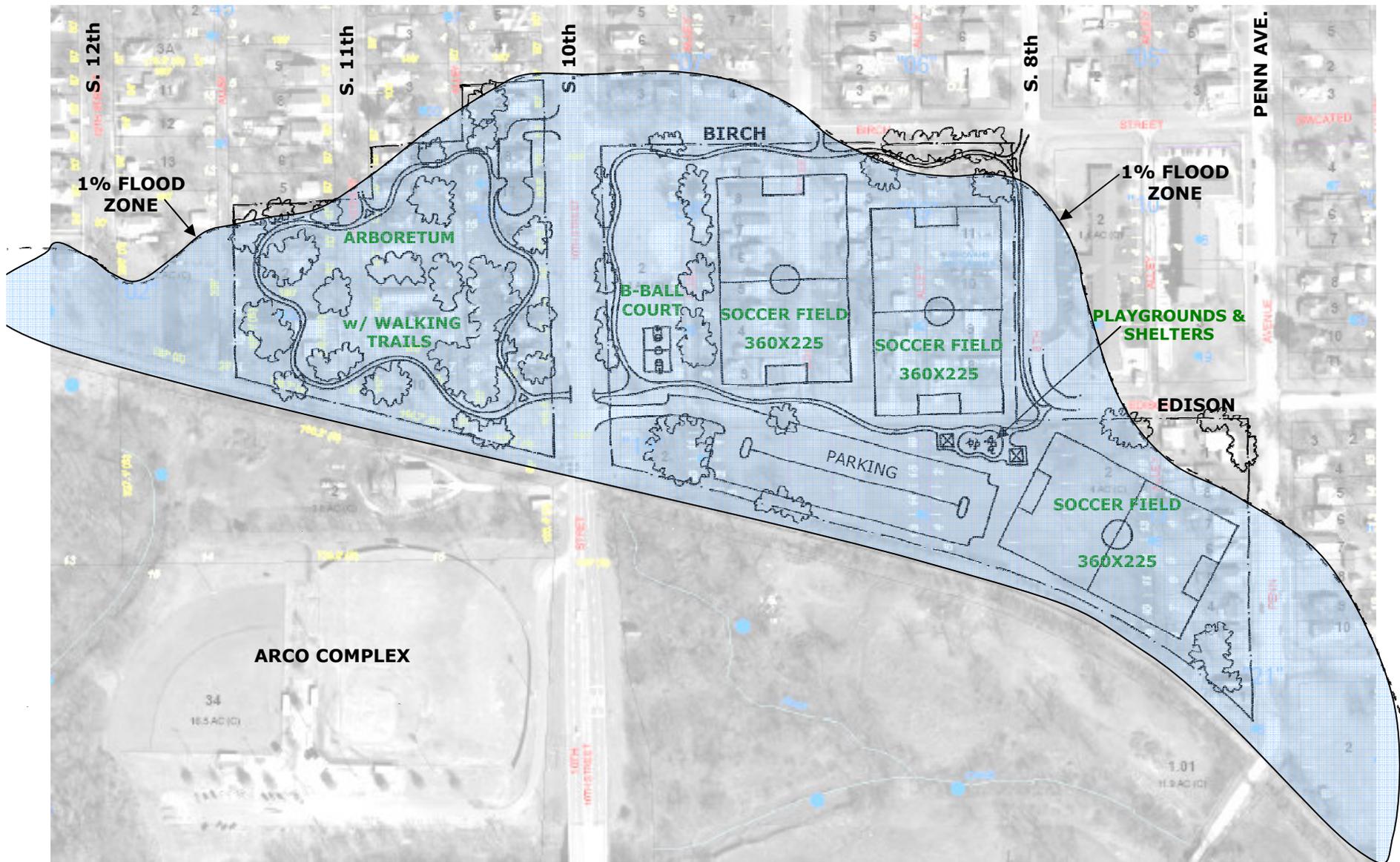
- Three new, full size (360' x 225') soccer fields.
- Parking area to service all three soccer fields with +/- 180 stalls, enough for 60 parking stalls per field.
- The new playground that was previously shown at the north end of the existing park is relocated to an open area between two of the soccer fields, near the corner of 8th and Edison. Also, the planned shelter has been relocated to be near the playground and a second shelter added, due to the anticipated use level for this expanded park area.
- The existing park area still includes a new basketball court at its southern end, but the balance of the park is kept open for flexible uses.

**Area West of the Existing Park -
(Birch St. south to the railroad tracks, and from South 10th west to beyond 11th St.)**

- This area of the concept plan is set aside for an arboretum and walking trails. Many substantial trees exist in this area - and its separation from the remainder of the flood zone by 10th Street – suggest that it would make sense giving this area its own identity and purpose as a passive park space.



FLOOD ZONE USE STUDY - SYCAMORE AND PARK BLVD. AREA



FLOOD ZONE USE STUDY - SOUTH 10th STREET AREA

Ⓞ
Minutes of the Independence City Commission's October 23, 2019 Meeting

The Independence City Commission met for a regular meeting on October 23, 2019 at 5:30 P.M. in the Veterans Room at the Memorial Hall. Mayor Louis Ysusi, Commissioner Leonhard Caflisch, and Commissioner Gary Hogsett were present. Others present included:

City Staff

Jeff Chubb, City Attorney
Kelly Passauer, Assistant City Manager/Zoning Administrator
David Schwenker, City Clerk/City Treasurer
Terry Lybarger, Director of Utilities
David Cowan, Director of Safety/ADA Coordinator
Shawn Wallis, Fire/EMS Chief
Lacey Lies, Finance Director
Jerry Harrison, Police Chief
April Nutt, Director of Housing Authority

Visitors

Susan Scovel
Larry McHugh
Ken Brown
Jim Hayward
Mark Leaman
Christy Mavers
Brent Julian
Jerry Bright
Melvin Dick
Jeri Hammerschmidt
Rick Hills
Nick McBride
Tabatha Snodgrass
Anthony Medrano
Samantha Jay
Jordin S
Brooklyn Weller
Maeson Bryant

I. REGULAR SESSION

A. Call to Order

Mayor Ysusi called the meeting to order at 5:30 P.M

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

Minutes of the Independence City Commission's October 23, 2019 Meeting

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflich the Commission adopted the agenda.

Aye: Ysusi, Caflich, Hogsett

Nay: None

II. CONSENT AGENDA

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

A. Appropriations

1. A-1848A
2. A-1849
3. D-1909
4. P-1821

B. Consider a contract for sale of 1902 Bradley Court.

C. Consider allowing Shift Sector to hold their racing event at the Independence Municipal Airport on April 18th and April 19th, 2020.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the Commission adopted the consent agenda.

Aye: Ysusi, Caflich, Hogsett

Nay: None

III. PUBLIC HEARING

A. Public hearings to consider condemnation of the following properties:

1. 713 E. Magnolia Street

Director Cowan gave a report on the property.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflich the Commission condemned the structure located at 713 E. Magnolia Street as

Minutes of the Independence City Commission's October 23, 2019 Meeting

dangerous and unsafe.

Aye: Ysusi, Caffisch, Hogsett

Nay: None

2. 816 S. 17th Street

Director Cowan gave a report on the property.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the Commission condemned the structure located at 816 S. 17th Street as dangerous and unsafe.

Aye: Ysusi, Caffisch, Hogsett

Nay: None

3. 904 W. Main Street

Director Cowan gave a report on the property.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caffisch the Commission condemned the structure located at 904 W. Main Street as dangerous and unsafe.

Aye: Ysusi, Caffisch, Hogsett

Nay: None

4. 112 W. Chestnut Street

Director Cowan gave a report on the property and noted that the owner has signed the release to begin demolition on the property.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the

Minutes of the Independence City Commission's October 23, 2019 Meeting

Commission condemned the structure located at 112 W. Chestnut Street as dangerous and unsafe.

Aye: Ysusi, Caflich, Hogsett

Nay: None

5. 305 S. 18th Street

Director Cowan gave a report on the property.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflich the Commission condemned the structure located at 305 S. 18th Street as dangerous and unsafe.

Aye: Ysusi, Caflich, Hogsett

Nay: None

6. 305 S. Burns Street

Director Cowan gave a report on the property.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflich the Commission condemned the structure located at 305 S. Burns Street as dangerous and unsafe.

Aye: Ysusi, Caflich, Hogsett

Nay: None

7. 317 S. 14th Street

Director Cowan gave a report on the property.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the

Minutes of the Independence City Commission's October 23, 2019 Meeting

Commission condemned the structure located at 317 S. 14th Street as dangerous and unsafe.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

8. 325 N. 19th Street

Director Cowan gave a report on the property.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflisch the Commission condemned the structure located at 325 N. 19th Street as dangerous and unsafe.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

9. 409 S. 6th Street

Director Cowan reported that this house was potentially dangerous and unsafe. A search warrant was secured and during the inspection of the house a police officer almost fell through the floor into the basement. It was determined that the structure would need to be demolished immediately and quotes were asked for removal of the structure. Director Cowan reported that only G & G Dozer with a quote of \$10,800 responded to the request.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Commissioner Caflisch inquired about asbestos removal.

Director Cowan stated that he would contact the State but feels that by using the Fire Department to spray the house as it is being demolished would satisfy that requirement.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the Commission condemned the structure located at 409 S. 6th Street as dangerous and unsafe.

Aye: Ysusi, Caflisch, Hogsett

Minutes of the Independence City Commission's October 23, 2019 Meeting

Nay: None

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflisch the Commission accepted the quote to remove the house at 409 S. 6th Street from G & G for \$10,800 as it is an immediate hazard to public safety.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

10. 613 W. Chestnut Street

Director Cowan gave a report on the property.

Mayor Ysusi opened the public hearing and with no one in attendance to speak about the structure, Mayor Ysusi closed the public hearing.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the Commission condemned the structure located at 613 W. Chestnut Street as dangerous and unsafe.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

IV. ITEMS FOR COMMISSION ACTION

- A. Consider a request from Jim Hayward to donate and install a large art piece at Memorial Hall celebrating the City's upcoming 150th Birthday.

Jim Hayward reviewed the art piece he is wishing to donate and install in Memorial Hall.

Each Commissioner expressed their support for the project.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflisch the Commission accepted the donation from Jim Hayward to install a large art piece at Memorial Hall celebrating the City's upcoming 150th Birthday.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

- B. Consider adopting an ordinance amending the National Electric Code as previously adopted.

Minutes of the Independence City Commission's October 23, 2019 Meeting

Director Cowan reported that the Electrical Board wants to amend the 2011 National Electric Code to include Service Disconnects on any new commercial or residential service and allow the Building Inspector to grant temporary service for up to 45 days while repairs or upgrades are being made.

Commissioner Caflisch asked if this is only for new service.

Director Cowen stated that was correct.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflisch the Commission amended Ordinance No 4313, Section 1. City Code Section 18-122(b) as presented.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

- C. Consider a recommendation from the Planning Commission to adopt an ordinance amending Appendix B-Zoning of the City Code relating to "Indoor firing ranges."

Assistant City Manager Passauer reviewed the Planning Commission's decision and recommendation.

Mark Leaman, President of the Gun Club was available to answer questions from the Commissioners.

Commissioner Caflisch asked if they envision the building to house an indoor firing range only.

Mr. Leaman replied that it would be an indoor firing range, training room and a retail outlet.

Commissioner Hogsett asked if there would be a requirement to purchase the ammunition at the facility.

Mr. Leaman responded that it is not a requirement yet but, they would make one.

Commissioner Hogsett inquired about the noise levels.

Mr. Leaman responded that there are guidelines they will have to follow for ventilation, noise and safety.

Ken Brown addressed the Commission and voiced his opposition to having a gun range in the downtown area.

Minutes of the Independence City Commission's October 23, 2019 Meeting

Mr. Leaman noted that this would be a handgun shooting range and not a rifle shooting range.

Commissioner Caflich asked if they would publish what would be allowed at the indoor firing range.

Mr. Leaman said that they would.

Commissioner Caflich noted that the State of Kansas is a conceal and open carry State and asked if people would have to unload their guns before bring them in to the facility.

Mr. Leaman noted that they had not addressed that issue but would probably have the customer empty their gun before entering the facility.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the Commission accepted the recommendation of the Planning Commission and adopted an ordinance amending Appendix B-Zoning of the City Code relating to "Indoor firing ranges."

Aye: Ysusi, Caflich, Hogsett

Nay: None

V. DISCUSSION

- A. Consider discussing a proposed soccer complex with the Independence Recreation Commission.

Assistant City Manager Passauer reviewed a previous park plan from 2007 that included soccer fields on Park Street.

Brent Julian reviewed the improvements the Recreation Commission would like to make and is seeking the City's permission to move forward with the project.

City Attorney Chubb stated that a simple memorandum of understanding could be drawn up.

Commissioner Caflich noted that the Recreation Commission would have to deal with any ADA issues for the complex.

The Commission directed the City Attorney to add the land west of Park Street to the original agreement between the City and the Recreation Commission.

Minutes of the Independence City Commission's October 23, 2019 Meeting

VI. REPORTS

A. 223 W. Main Street Update.

Director Cowan reported that a temporary partial occupancy was issued for the brewery. He also spoke to Mr. Morrison as to the status of the rest of the building and was told that the plans have been submitted to the State Fire Marshalls office for their approval.

Commissioner Caflisch noted that the Fire Marshall only looks at the fire alarm and sprinkler drawings and the City needs to clarify that the revised plans need to be submitted to the City.

B. City Board Minutes

1. September 9, 2019 Electrical Board.

VII. CITY MANAGER'S COMMENTS

A. KDOT Consult Meeting in Pittsburg, Tuesday, October 29th from 1:30 PM – 4:30 PM

Assistant City Manager Passauer asked if any Commissioners are interested in attending the KDOT Consult Meeting in Pittsburg.

Commissioner Caflisch said he would need to check his schedule.

Assistant City Manager Passauer noted that the Peter Pan Road Improvements would be delayed approximately two weeks.

VIII. COMMISSIONERS' COMMENTS

Commissioner Caflisch discussed the training he received on economic development at the league meetings.

Mayor Ysusi noted that he contacted Nikki Harrison and she reported that interview and review process information is complete but, she would like to wait until after the election to present it to the Commissioners.

IX. PUBLIC CONCERNS

No public concerns

X. EXECUTIVE SESSION

A. Personnel matters of non-elected personnel

Minutes of the Independence City Commission's October 23, 2019 Meeting

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the Commission moved to recess for an executive session for discussion of an employee's performance pursuant to the non-elected personnel exception (K.S.A. 75-4319(b)(1)). In attendance will be the Commission. The open meeting will resume at 7:25 P.M.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

The meeting resumed at 7:25 PM.

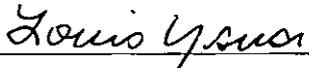
XI. ADJOURNMENT

Motion:

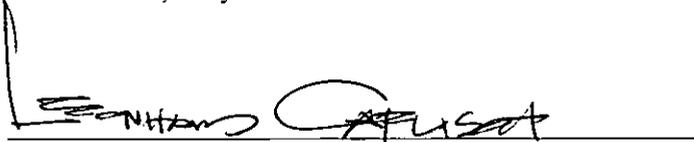
Mayor Ysusi moved to adjourn. Commissioner Hogsett seconded.

Aye: Ysusi, Caflisch, Hogsett

Nay: None



Louis Ysusi, Mayor



Leonhard Caflisch, Commissioner



Gary Hogsett, Commissioner

Attest:



City Clerk/Treasurer

Minutes of the Independence City Commission's December 12, 2019 Meeting

The Independence City Commission met for a regular meeting on December 12, 2019 at 5:30 P.M. in the Veterans Room at the Memorial Hall. Mayor Louis Ysusi, Commissioner Leonhard Caflich, and Commissioner Gary Hogsett were present. Others present included:

City Staff

Jeff Chubb, City Attorney

Kelly Passauer, Assistant City Manager/Zoning Administrator

David Schwenker, City Clerk/City Treasurer

Lacey Lies, Director of Finance

Mike Passauer, Public Works Director

Terry Lybarger, Director of Utilities

Brian McHugh, Memorial Hall Supervisor

Shawn Wallis, Fire/EMS Chief

David Cowan, Director of Safety/ADA Coordinator

Jerry Harrison, Police Chief

Barb Beurskens, Park and Zoo Director

April Nutt, Director of Housing Authority

Visitors

Taina Copeland

Larry McHugh

Mike Conway

Alexandra Jahubowski

Callie Younger

Wendy Guiou

Blake Escott

Leslie Fox

Dean Hayse

Trisha Purdon

Dorcus Sutton

Ned Stichman

Jerry Bright

Dominick Eck

I. REGULAR SESSION

A. Call to Order

Mayor Ysusi Called the meeting to order.

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the Commission adopted the agenda with the modification that Item "C" be

Minutes of the Independence City Commission's December 12, 2019 Meeting

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

Aye: Ysusi, Caflich, Hogsett

Nay: None

II. CONSENT AGENDA

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

A. Appropriations.

1. A-1852

2. D-1910

3. D-1911

4. P-1824

B. Consider approving the minutes of the September 25, September 26, October 9, October 10, and October 23, 2019 City Commission Meetings.

C. Consider authorizing the 5-year CIP for the Independence Municipal Airport to be submitted to the FAA. – Remove from consent for discussion.

This item was removed from the consent agenda and moved to items for Commission action

D. Consider authorizing the Mayor to sign the Tree City USA application for certification.

E. Consider setting the date of January 23, 2020 at 5:30 PM for a public hearing to consider adoption of the Southeast, Southwest and Central Neighborhood Revitalization Plans.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflich the Commission adopted the Consent Agenda with the modification that Item "C" be removed from the Consent Agenda and moved to Items for Commission Action.

Aye: Ysusi, Caflich, Hogsett

Nay: None

III. PUBLIC HEARING

A. Public hearing to consider condemnation of 301 Cement Street (adjourned from

Minutes of the Independence City Commission's December 12, 2019 Meeting

November 21, 2019).

Director Cowan asked to recess to January 23rd to conduct a title search on the property.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the Commission recessed the Public Hearing to January 23rd, 2020.

Aye: Ysusi, Caflich, Hogsett

Nay: None

IV. ITEMS FOR COMMISSION ACTION

- A. Consider authorizing the issuance of \$1,200,000 in Taxable Industrial Revenue Bonds, Series 2019 (Textron Aviation Inc.).

Dominick Eck with Gilmore & Bell, Bond Counsel to the City presented the issuance and noted that this does not count toward the debt limit of the City nor obligates the City in any way.

Commissioner Caflich asked if this was for equipment and facility upgrades at the Cessna plant.

Mr. Eck replied that it does.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflich the Commission approved an ordinance authorizing the issuance of the City's Taxable Industrial Revenue Bonds Series 2019 (Textron Aviation Inc.), authorizing certain documents and actions in connection with the issuance of the Series 2019 Bonds.

Aye: Ysusi, Caflich, Hogsett

Nay: None

- B. Consider authorizing a Memorandum of Understanding with Independence-USD 446 recreation Commission regarding property east of the 800-900 block of North Penn Avenue and west of the 800-900 block of North Park Blvd.

Assistant City Manager Passauer reviewed the modifications to the memorandum.

Mayor Ysusi stated that the memorandum defines the property that the Recreation Commission would be responsible for maintaining and that any improvements would be approved by the Commission before the start of construction.

Minutes of the Independence City Commission's December 12, 2019 Meeting

Commissioner Caflisch asked if the aerial map should be referenced to identify the property.

City Attorney Chubb noted the section of the memorandum that references the map.

Commissioner Caflisch asked if the MOU states that they are responsible for ADA compliance for both existing and future development.

City Attorney Chubb stated that it does.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Hogsett the Commission authorized the Mayor to sign the Memorandum of Understanding with the Independence Recreation Commission.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

- C. Consider authorizing the 5-year CIP for the Independence Municipal Airport to be submitted to the FAA.

This item was removed from the consent agenda and moved to items for Commission action

Commissioner Caflisch asked about funding sources for the local match.

Director Lies stated that KDOT funds could be applied for to supplement the City match portion of the project. She also felt that the City's best bet for KDOT assistance would be the big runway project and that there is leftover monies from over airport projects that could fund the smaller projects.

Commissioner Caflisch noted that as the special use sales tax comes to an end the City should consider including the airport in another special use sales tax ballot question to be approved by the voters.

Director Lies noted that the Economic Development/Transportation Fund has been the primary funding source for these types of projects but, it is always an option to use sales tax funding.

Commissioner Hogsett asked if the odds were favorable in getting the Federal government to pay for these improvements.

Mike Conway stated that the chances are very good especially on the big project.

Commissioner Hogsett asked if it was harder to get funding for the terminal.

Minutes of the Independence City Commission's December 12, 2019 Meeting

Mr. Conway said it depends on how much funding the City is willing to put into it.

Commissioner Caflisch asked if the City funds the smaller projects and then receives funding from KDOT could the City's funding be used for the next project.

Director Lies stated that it wouldn't be in the City's best interest to ask for funding for the smaller projects. The main goal is to get funding for the big runway project and showing the State that the City is willing to fund the smaller projects would help in getting the larger project funded.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Caflisch the Commission authorized City staff to sign the proposed CIP and submit it to the FAA.

Aye: Ysusi, Caflisch, Hogsett

Nay: None

V. DISCUSSION

- A. Consider discussing a Commission Orientation and Facility Tour scheduled for December 18, 2019.

Assistant City Manager Passauer advised Mayor Ysusi that Commissioner Caflisch would be unable to attend and since it would only be Mayor Ysusi and Commissioner-elect Hayse in attendance it would not be required to have a Special Meeting for the tour.

VI. REPORTS

- A. November 2019 Sales Tax Report.

Director Lies reviewed the report.

- B. 223 W. Main Street Update.

Director Cowan reported that the State Fire Marshall had denied Mr. Morrison's plans. Mr. Morrison is working to respond back to them and when he does get approval, he will submit all the plans to the City.

- C. Reminder of City Employee Appreciation Luncheon on December 13, 2019.

Assistant City Manager Passauer noted that Commissioner Caflisch would be filling in for the Mayor who will be out of town that day.

Minutes of the Independence City Commission's December 12, 2019 Meeting

D. City Board Minutes

1. October 1, 2019 Planning Commission/Board of Zoning Appeals.
2. November 20, 2019 Recreation Commission.

VII. CITY MANAGER'S COMMENTS

Assistant City Manager Passauer invited Director Beurskens to give an update on the Zoo's recent inspection.

Director Beurskens reported that they had an inspection by the USDA and there were no violations for the fourth year in a row.

Assistant City Manager Passauer invited Chief Harrison to give an update on the active shooter drill that was performed the previous day.

Chief Harrison reported that it was a collaborative effort with the Sheriff's office, Independence Fire/EMS and Labette Health. He reported that there were no injuries and he was pleased with everyone's performance.

Commissioner Hogsett asked how often this is done.

Chief Harrison reported that Director Cowan usually does this drill about twice a year. He noted that many entities around the Community are interested in this and want the drills conducted at their facility.

Commissioner Cafilisch asked if they are training these entities on how to respond to an active shooter.

Chief Harrison replied that they do.

VIII. COMMISSIONERS' COMMENTS

No comments.

IX. PUBLIC CONCERNS

None

X. EXECUTIVE SESSION

- A. For the purpose of reviewing and considering City Manager applications.

Motion:

On the motion of Mayor Ysusi, seconded by Commissioner Cafilisch the Commission moved to recess for an executive session for review and discussion of City Manager applications pursuant to the non-elected

Minutes of the Independence City Commission's December 12, 2019 Meeting

personnel exception (K.S.A. 75-4319(b)(1)). In attendance will be the Commission and Commissioner Elect Dean Hayse. The open meeting will resume at 6:33 P.M.

Aye: Ysusi, Caflich, Hogsett
Nay: None

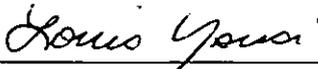
The meeting resumed at 6:33 P.M. No action was taken.

XI. ADJOURNMENT

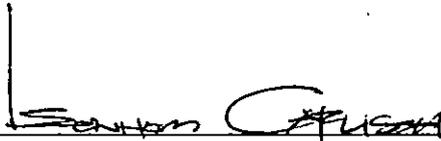
Motion:

Mayor Ysusi moved to adjourn. Commissioner Hogsett seconded.

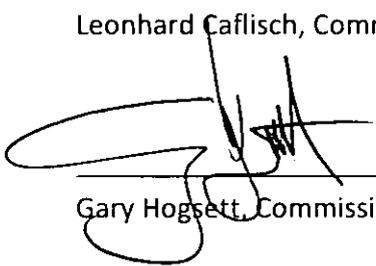
Aye: Ysusi, Caflich, Hogsett
Nay: None



Louis Ysusi, Mayor



Leonhard Caflich, Commissioner



Gary Hogsett, Commissioner

Attest:



City Clerk/Treasurer

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into by and between the **City of Independence, Kansas**, a municipal corporation, hereafter CITY, and **Independence-USD 446 Recreation Commission**, hereafter IRC, as follows:

Whereas, CITY is title owner of certain property, some of which is currently used by IRC for its recreation programs and some of which is undeveloped.

And Whereas, the property in question is located roughly between the skateboard park, located just east of the 800-900 block of North Penn Avenue, and the youth baseball and softball facilities located in the 800-900 block of North Park Blvd.

And Whereas, an aerial photograph showing the location of the City-owned property, enclosed by the red line, is attached hereto and incorporated herein by reference.

And Whereas, this agreement is intended to outline the future responsibilities of both parties with respect to this property.

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

1. **Use of Property:** CITY consents to use of the property by IRC for the providing of recreational facilities and activities for residents within the taxing district of IRC.
2. **Future Development:** IRC wishes to utilize the currently undeveloped property for youth soccer activities sponsored and operated by IRC. The undeveloped property is currently heavily wooded and overgrown and will take considerable work

in order to convert it to an appropriate area for youth activities. CITY hereby gives IRC permission to undertake studies, inspections, testing, and formulating plans for development of the property for youth soccer activities.

3. **Revenue Neutral:** Conversion of the undeveloped property for youth soccer activities shall be done in such a manner as to be revenue neutral to CITY. Unless otherwise agreed in advance by CITY, all expenses will be the responsibility of IRC.

4. **Pre-existing Documents:** To the extent they exist, CITY shall share with IRC all pre-existing plans and documents in existence which had something to do with the property which is the subject of this MOU.

5. **Construction Stage:** This MOU anticipates there will be two stages, a planning stage and then a construction stage. CITY has given IRC permission to move forward with the planning stage. Before IRC begins with the construction stage, CITY must give its approval to the overall plan prior to the initiation of construction.

6. **Maintenance:** Beginning on the date of execution of this agreement, IRC shall maintain all the property subject to this agreement, including the undeveloped property as well as the currently utilized property such as the skate park area and baseball and softball facilities, including responsibility for mowing and the like. Some of the properties covered by this agreement were acquired by CITY pursuant to a FEMA Buy-Out Program and as a result thereof have restrictions on use which must be complied with by both CITY and IRC. To the extent that ADA requirements apply

to any use or development of the property, IRC shall have the responsibility for compliance therewith.

CITY OF INDEPENDENCE, KANSAS

12-12-2019
Date

By: Louis Ysusi
LOUIS YSUSI, Mayor

ATTEST:

David W. Schwenker
DAVID W. SCHWENKER, City Clerk

**INDEPENDENCE-USD 446 RECREATION
COMMISSION**

Date

By: _____
BRENT JULIAN, Executive Director

Minutes of the Independence City Commission's January 23, 2020 Special Meeting

The Independence City Commission met for a special meeting on January 23, 2020 at 5:00 P.M. at the Memorial Hall. Mayor Leonhard Cafilich and Commissioner Dean Hayse were present. Commissioner Louis Ysusi was present by phone. Others present included:

City Staff

Jeff Chubb, City Attorney
Kelly Passauer, Assistant City Manager/Zoning Administrator
David Schwenker, City Clerk/City Treasurer
Brian McHugh, Memorial Hall Supervisor
Shawn Wallis, Fire/EMS Chief
Mike Passauer, Public Works Director
David Cowan, Director of Safety/ADA Coordinator
Lacey Lies, Director of Finance
Jerry Harrison, Police Chief

Visitors

Larry McHugh
Taina Copeland
Brent Julian
Christy Mavers
Ron Goins
Tony Holmes
Joe Cooley
Shawn O'Kane
Jerry Bright
Steve Hale
Doug Harlin
Jon Risner
Darrin Axthelm
Amry Leaman
Tabatha Snodgrass
Jeri Hopkins
Wayne Blaes
Todd Fienen
Doug Cox
Kelly Cox
Brian Beecham
Dorcas Sutton
Ned Stichman

I. SPECIAL SESSION

II. DISCUSSION

- A. Discuss a Memorandum of Understanding with Independence-USD 446 Recreation Commission regarding property east of the 800-900 block of North Penn Avenue and west of the 800-900 block of North Park Blvd.

Minutes of the Independence City Commission's January 23, 2020 Special Meeting

On October 23, 2019, the Commission discussed a proposed new soccer complex with the Independence Recreation Commission in the area of Central Park on North Penn Avenue and the ballfields on North Park Blvd. After discussions, the City Attorney was directed to prepare a memorandum of understanding that would allow the Independence Recreation Commission to make the proposed improvements (including ADA requirements) and maintain the property.

Motion:

On the motion of Mayor Caflich, seconded by Commissioner Hayse the Commission agreed to add to the agenda tonight, the review and modification of the memorandum of understanding that had been dated December 12, 2019.

Aye: Ysusi, Caflich, Hayse

Nay: None

Motion:

On the motion of Mayor Caflich, seconded by Commissioner Hayse the Commission agreed that the Memorandum of Understanding dated December 12, 2019 be modified with the deletion of paragraph 6 and authorize the Mayor to sign the agreement.

Aye: Ysusi, Caflich, Hayse

Nay: None

III. ADJOURNMENT

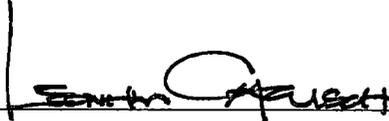
Motion:

On the motion of Mayor Caflich, seconded by Commissioner Hayse the Commission adjourned the meeting.

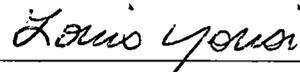
Aye: Ysusi, Caflich, Hayse

Nay: None

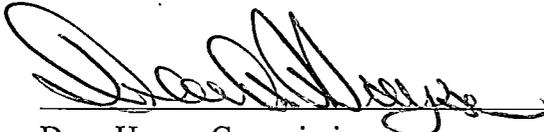
Minutes of the Independence City Commission's January 23, 2020 Special Meeting



Leonhard Caflich, Mayor



Louis Ysusi, Commissioner



Dean Hayse, Commissioner

Attest:



City Clerk/Treasurer



Indigo Design, Inc.
The Art and Science of Parks

September 8, 2020

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

RE: Central Park & Park Blvd Sports Complex - Master Plan Update

Dear Ms. Passauer:

Indigo Design, Inc. is pleased to submit this proposal to the City of Independence, the Client, to provide professional landscape architectural design services for a **Master Plan Update** for the **Central Park & Park Blvd Sports Complex**. A basic understanding of the scope of the project is outlined below:

- The Recreation Commission is considering modifying the Central Park & Park Blvd Sports Complex plan, as included in the 2007 Parks & Recreation Master Plan completed for the City of Independence. The revisions are driven by two primary intentions:
 - Explore the incorporation of soccer fields within the Central Park & Park Blvd. Sports Complex. As well, explore options to revise the overall park layout, possibly moving the existing ball fields to more interior locations, away from flood-prone areas and placing soccer fields in their place. These will be concept level studies.
 - The City is also under a CRS Mitigation Plan program, and would also like to address parking and ADA access to the features.
 - Other issues and ideas may be explored, as well.
- Develop a Master Plan Update for the park. The Master Plan will explore, in greater detail, the various intentions noted above.
- The project scope will require one (1) meeting in Independence, as well as a minimum of two (2) conference/video meetings to review progress.
- The final products will include a rendered Master Plan, Opinion of Probable Cost, and Phasing Plan, if project phasing is deemed necessary.

BASIC SERVICES

Indigo Design, Inc. proposes the following Basic Services:

Phase 1 – Kick-Off Meeting, Programming, and Preliminary Concepts

1. Prepare a project base map in CAD format from updated topographic and boundary information provided by the Client, if available. If not available, agree with Client on use of prior (2007) base information or a new site survey. See Additional Services, below.
2. Meet on-site with City representatives, and others, to walk the site and review the current status of amenities. Also, review and discuss elements of the existing Master Plan and

- determine their relevance, or not, for inclusion in an updated plan along with the new desired features.
3. Prepare a Project Program to capture the discussion and guide the development of the updated master plan.
 4. Prepare preliminary park plan options based on the initial meeting. Explore 2-3 options for inclusion of desired elements and possible arrangements.
 5. Prepare a revised opinion of probable costs, based on the new plans.
 6. Review the preliminary plans and costs with City Staff, via e-conference. Note advantages and disadvantages of each.

Phase 2 –Revised Concept and Opinion of Probable Project Costs

7. Prepare a single, revised plan to incorporate comments from the prior meeting.
8. Update the opinion of probable costs.
9. Review the preliminary plans and costs with City Staff, via e-conference.

Phase 3 –Final Master Plan, Opinion of Probable Project Costs, and Phasing Plan

10. Prepare a Final Master Plan, suitable for public presentation.
11. Prepare a Final Opinion of Probable Costs (and Phasing Plan, if deemed necessary).
12. Send all documents in digital form to the City.

ADDITIONAL SERVICES

Services of this proposal are limited to those listed in the Basic Services section. Any additional services will be performed at an hourly rate or at a lump sum amount agreed to prior to initiating the additional service.

1. **Site Boundary & Topographic Survey (as an additional service):** Indigo Design strongly recommends that a site boundary and topographic survey be conducted of the project area to assist in the creation of an accurate base map for the master plan. This survey will capture existing features, utilities, easements, topography, trees, drives, fences, etc. This survey will also be necessary should the City choose to move forward with construction of improvements that are grade-critical such as ADA-accessible walkways, drainage improvements, etc.
2. **Additional Site Planning and Cost Estimating** for relocation of the ballfields to interior locations, if chosen as the preferred direction.

OPINION OF PROBABLE PROJECT COSTS and SCHEDULES

Indigo Design, Inc.'s (IDI's) Opinions of Probable Project Costs (including Probable Total Project Costs and Construction Costs) and schedules/phasing plans shall be made on the basis of the IDI's experience and qualifications and shall represent the IDI's best judgment as an experienced and qualified professional. Opinions of Probable Project Costs are made on the basis of the IDI's professional skill and judgment, as well as historical information reported by others. IDI cannot and does not guarantee that proposals, bids or actual project costs (including Total Project Costs or Construction Costs) will not vary from the Opinions of Probable Project Costs or that actual construction schedules will not vary from the estimated projected schedules.

PROVIDED BY OWNER

The Client or their representatives will provide:

1. Verify presence and status (active or abandoned) of utilities in the project area.

2. Access to the site.
3. All permits and governmental approvals.
4. Geotechnical investigation/environmental assessment.

CONTRACT

If the Client agrees to the items set forth in this document, this proposal may serve as the contract agreement. Your signature below will authorize Indigo Design, Inc. to proceed.

FEES

Indigo Design, Inc. will provide the services described in the Basic Services section of this proposal for a lump sum fee, per the schedule shown below.

Phase 1 - Kick-Off Meeting, Programming, and Prel. Concepts (Items 1-6)	\$ 2,880.00
Phase 2 –Revised Concept and Opinion of Probable Costs (Items 7-9)	\$ 2,160.00
<u>Phase 3 –Final MP, Opinion of Probable Costs/Phasing (Items 10-12)</u>	<u>\$ 1,800.00</u>
Total Fees	\$ 6,840.00*

***Optional Additional Service – Site Boundary and Topographic Survey - \$ At cost or by City.**

***Optional Additional Service – Additional Site Planning and Cost Estimating – Hourly (\$90/hour) to a maximum of \$1,500.**

The Client agrees to pay all direct, reimbursable expenses of Indigo Design, Inc. and our sub-consultants that are not included in the above costs, to a maximum of \$400. These direct expenses include travel costs (mileage), plan and report reproduction costs, and miscellaneous office costs (such as FAX, overnight mail, etc.) and will be billed at the following rates:

Mileage:	per federal mileage allowances for 2020
Prints (plans):	\$5.00/each for in-house prints, or at cost for out-of-house prints
Color Reproductions	at cost
Overnight Delivery	at cost

Billing will be on a monthly basis based on the percentage of work complete to date. All invoices will be due in 30 days.

SCHEDULE

Indigo Design, Inc. proposes to commence work upon your acceptance of this proposal and authorization to proceed. We anticipate completion of all phases within six (6) weeks of written authorization to proceed and completion of the proposed kick-off meeting.

The Client shall provide written authorization to Indigo Design to proceed with each phase of the project and Indigo Design will not begin work on any phase until receiving such authorization. In the event circumstances beyond Indigo Design, Inc.'s control extend the time for completion beyond 180 days, Indigo Design, Inc. reserves the right to re-negotiate a new fee based on increased cost indices and costs associated with re-initiating a project.

PROPOSAL ACCEPTANCE

This proposal is open for acceptance for 30 calendar days. At the end of this period, Indigo Design, Inc. reserves the right to extend, in writing, the period for acceptance, re-negotiate the proposal or completely withdraw the proposal.

TERMINATION

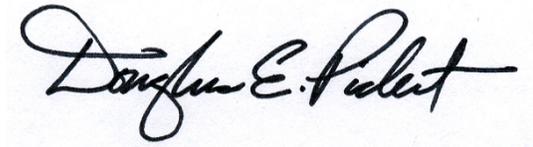
Either party of this agreement can terminate this same agreement in writing with five (5) working days notice. Payment for all work completed up to the date of the termination will become due immediately. Client will receive all work complete to date.

LIABILITY

Liability for work by Indigo Design, Inc. on this project will be limited to the dollar value of this agreement. Payment of any invoice by the Client to Indigo Design, Inc. shall be taken to mean that the Client is satisfied with Indigo Design's services and is not aware of any deficiencies in those services.

Thank you for the opportunity to provide these services. If you have any questions concerning this proposal, please do not hesitate to call.

Sincerely,



Douglas E. Pickert, ASLA
Indigo Design, Inc.
President

Accepted and agreed to this
_____ day of _____, 2020.

Authorized Signature



Request for Proposal

For

Electrical Inspection and Ballfield Electrical Plan For Electrical Service at Independence Ballfield Complex 910 N. Park Blvd.

Posted on website
www.IndependenceKs.gov
September 11, 2020

Response Due: Prior to 2PM, October 1, 2020

Office of City Clerk
RFQ – Ballfield Electric
City of Independence
811 W. Laurel St.
Independence, Kansas 67301



"Delivering Excellence"

Request for Proposal:

Ballfield Electric Inspection and Electrical Repair Plan

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SECTION 1 INTRODUCTION & PROJECT SUMMARY

The City of Independence Kansas City Commission on August 13, 2020, made a motion for the City staff to do a RFP for inspection and design of electrical services at the Independence Ballfield Complex located at 910 North Park Blvd.

The ballfields are located with-in the 100-year flood plain and have been flooded multiple times over the past 30 years. In 2018, the ballfields were flooded, submerging the electrical services for the complexes. Minimal repairs were done to provide electrical service to the concession house and Clark James Field, but the remaining four ballfield electrical services have been red-tagged by Evergy.

The purpose of this project will be to make these facilities compliant with Evergy for service entrances, NEC 2011 Standards and City of Independence Floodplain Regulations.





SECTION 2 SCOPE OF WORK

1. Inspection
 - 1.1 Scope of Work
 1. Obtain and/or prepare the necessary information, drawings, and other related data required for the inspection specified herein.
 2. Perform a visual inspection of all ballfields electrical equipment and associated components. The electrical inspection will include, but not necessarily limited to;
 - a. Service Entrances
 - b. Breaker Panels
 - c. Outlets
 - d. Switches & Disconnects
 - e. Ball Field Lighting and wiring
 - f. Wiring condition, adequately sized
 - g. Grounding of electrical services
 - h. Safety issues and concerns
 - i. Press Box Wiring
 - j. Emergency Lighting
 - k. Public Address System
 - l. Crosswalk Warning Electrical
 - m. Scoreboards
2. Ballfield Electrical Plan
 1. Design the electrical service for the ballfield complex and buildings based on inspection and consultation with the City and Independence Recreation Department.
 2. Providing new service entrances that are out of the flood water
 3. Breaker Panels and Disconnects shall be located out of the flood water
 4. The design should minimize damage to electrical infrastructures from future flooding events.
 5. The design should allow for future expansion of the sports complex



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6. Develop a preliminary itemized estimate of the probable construction cost for options and alternatives for the ballfield complex.
7. Deliverables should provide documents and stamped plans the City of Independence can utilize to bid the electrical project.

SECTION 3 PROPOSED SCHEDULES

Proposed Project Schedule

The project deadline for deliverables will be December 3, 2020. At a minimum, monthly progress meetings shall be held and may be conducted in person or through phone/video conferencing and organized by the consultant. The selected firm is expected to present the draft and final plan to the stakeholders.

TENTATIVE SCHEDULE OF DATES:

Advertise for Proposals	Date: September 11, 2020
Deadline for Proposal Submission	Date: October 1, 2020
Review Proposals	Date: October 2, 2020
Proposal Award:	Date: October 8, 2020
Project Completed:	Date: December 3, 2020

Proposals will be evaluated based primarily on the following criteria:

1. Overall proposal quality and responsiveness to the Request for Proposals, including but not limited to the completeness, clarity, conciseness, and overall comprehension of the scope of work.
2. Qualifications of the respondents, as evidenced by the knowledge, skills and experience of the firm’s proposed team with similar projects.
3. Demonstrated proven experience with similar projects
4. Respondent’s personnel and available resources devoted to the project
5. Ability to complete the work in the designated time period
6. Project Cost

SECTION 4 PROPOSED CONTENT

PROPOSAL CONTENT

Proposals shall address the following items in numerical order with the total length of the submittal not to exceed 25 pages. Electronic projects are strongly encouraged to utilize hyperlinks when referencing work samples.

1. Qualifications and Experience. Detailed information on the history, qualifications, and experience of the firm and key personnel participating on the project, including identifying the project manager.



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2. References. A minimum of three project references with contact information for similar projects completed or substantially completed within the last five years. Project references shall be applicable to the specific project manager and key team members proposed for this project. Project references shall include the size of the contract, community size, and final outcome. The City has permission to contact any project references.
3. Review of Preliminary Scope of Work and Schedule. Review the scope of work and provide comments concerning the firm's understanding and role in meeting the scope of work and recommendations for additional services beneficial to the development of the plan. Provide a schedule aligned with key tasks as described in the RFP, with any additions or modifications recommended in the proposal.
4. Project Approach. Provide a detailed description of the project approach proposed for this project.
5. Cost Proposal. Submit a not-to-exceed fee for professional services, plus expenses, which shall be itemized by various components of the work. Also, provide an itemized estimate of reimbursable expenses.

SECTION 5 INSTRUCTION FOR SUBMITTAL

INSTRUCTIONS TO PROPOSERS

Proposers must submit one (1) hard copy and one (1) electronic pdf copy, preferably on a USB or similar media device, of the proposal by 2:00 p.m. CST on October 1, 2020.

Proposals shall be directed to:

David Cowan, City of Independence Building Department, 811 W. Laurel, Independence, Kansas 67301, 620-332-2541 or 620.330.0056 cell, davidc@Independenceks.gov .

Proposals must be received by the time specified at the address listed above. Any proposals received after the deadline will not be considered.

The City of Independence reserves the right to reject to add or delete options after the proposal is awarded, and expects appropriate credit or debit for said options. The City of Independence reserves the right to accept or reject any or all bids or to waive any irregularities should any occur as may best benefit the City.

This proposal is good for 60 days from the opening date.