

## AGENDA

# Independence City Commission

February 27, 2020

Veterans Room Memorial Hall 5:30 PM

### I. REGULAR SESSION

A. Call To Order

B. Pledge Of Allegiance To The United States Of America

C. Adoption Of Agenda

### II. APPOINTMENTS

A. Planning Commission/Board Of Zoning Appeals -- One Expired Term

*Documents:*

[LYON,RACHEL -- ONLINE FORM SUBMITTAL\\_ BOARD APPLICATION-REDACTED.PDF](#)

### III. CONSENT AGENDA

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

A. Appropriations

1. A-1857
2. P-1829
3. P-1830

*Documents:*

[ORDINANCE NO A-1857.PDF](#)  
[ORDINANCE NO P-1829.PDF](#)  
[ORDINANCE NO P-1830.PDF](#)

**B. Consider Approving The Request For The Community Access Center 5K Run/Walk On March 28, 2020 At Riverside Park.**

*Documents:*

[RCA COMMUNITY ACCESS CENTER 5K RUN-WALK3-28-2020.PDF](#)

**C. Consider Authorizing Blocking The 100 Block Of West Myrtle Street Every Saturday From 7 AM To 11 AM From May Through August Of 2020 For The Independence Farmers Market.**

*Documents:*

[RCA FARMERS MARKET.PDF](#)

**D. Consider A Request From The First Presbyterian Church To Authorize Drive-Thru Flu Shots At The Park Oval On Saturday, October 10, 2020.**

*Documents:*

[RCA - FLU SHOTS AT OVAL-2020.PDF](#)

**E. Consider Authorizing The Low Bid Of \$33,362.56 From Quality Motors For An F-250 Truck For Use At The Fire/EMS Department As Budgeted.**

*Documents:*

[RCA - FIRE-EMS VEHICLE REPLACEMENT - 02272020.PDF](#)

**F. Consider Authorizing The Mayor To Sign A Tenant Based Rental Assistance (TBRA) Grant Agreement And Related Documents.**

*Documents:*

[RCA -- TBRA GRANT 2019 AWARD.PDF](#)

**IV. ITEMS FOR COMMISSION ACTION**

**A. Consider The Following Revised Proposals From TreanorHL For Architectural Services Relating To 1916 City Hall:**

1. Additional Construction Administration.
2. City Hall and Public Safety Center Concept Design.

*Documents:*

[RCA -- 1916 CITY HALL REVISED PROPOSALS FROM TREATORHL.PDF](#)

**B. Consider Approving The Payment Of A Job Creation Incentive For Indy Brew Works.**

*Documents:*

[RCA INDY BREW WORKS INCENTIVE\\_02.27.20.PDF](#)

**C. Consider A Mutual Aid Agreement With The Board Of County Commissioners Of Montgomery County On Behalf Of The Montgomery County Rural Fire District.**

*Documents:*

[RCA - MUTUAL AID AGREEMENT - 02272020.PDF](#)

**D. Consider Recommendation From The Planning Commission To Adopt An Ordinance Amending Appendix B-Zoning Of The City Code Relating To "Children's Homes."**

*Documents:*

[RCA -- TEXT AMENDMENT - CHILDRENS HOMES.PDF](#)

**E. Consider Recommendation From The Planning Commission Regarding The Following:**

1. A request to rezone a tract of land located at 517 S. 4th Street from R-3, low density multifamily dwelling district to R-5, high density multifamily district; and/or
2. A request for a conditional use permit for an "Orphanage" or other new additional use(s) at 517 S. 4th Street.

*Documents:*

[RCA - CUP.PDF](#)

**F. Consider Authorizing The Mayor To Sign A**

# Verification Form For Activities To Be Performed Under The FEMA CRS Program.

*Documents:*

[RCA - CRS ACTIVITY APPROVAL - 02272020.PDF](#)

## **G. Consider Setting The Date Of April 23, 2020 For Two Public Hearings To Consider Condemnation Of The Following Structures As Dangerous And Unsafe:**

1. 1008 W. Laurel Street
2. 601 N. 8th Street

*Documents:*

[RCA- 1008 W. LAUREL STREET - PUBLIC HEARING DATE - 02272020.PDF](#)

[RCA- 601 N. 8TH - PUBLIC HEARING DATE - 02272020.PDF](#)

## **H. Consider Modifying The Scope Of Work For Water Treatment Plant Phase II.**

*Documents:*

[RCA PEC WTP.PDF](#)

## **I. Consider Authorizing Applications To KDOT For The Following Projects:**

1. Chestnut from near Penn Avenue to 9th Street
2. Penn Avenue from Morningside Drive to North City limits

*Documents:*

[RCA KDOT CCLIP APPLICATIONS.PDF](#)

## **V. REPORTS**

### **A. TranSystems Project Updates:**

1. KDOT Access Management Applications
2. KDOT Cost Share Application
3. Peter Pan White Topping
4. Peter Pan Phase 3
5. ADA Phase 4
6. Kansas Water Pollution Control Revolving Loan Fund for

improvements to the Wastewater System

**B. February 2020 Sales Tax Report**

*Documents:*

[FEBRUARY - 2020 SALES TAX REPORT.PDF](#)

**C. 223 West Main Street Update.**

**D. Neighborhood Revitalization Plan Update.**

**E. 2020 Census Update.**

**F. City Board Minutes**

1. October 14, 2019 Independence Historic Preservation and Resource Commission
2. January 7, 2020 Economic Development Advisory Board
3. January 7, 2020 Planning Commission/Board of Zoning Appeals

*Documents:*

[10142019 - IHPRC - MINUTES.PDF](#)

[01072020 EDAB MINUTES.PDF](#)

[01072020-PZ MINUTES.PDF](#)

**G. HGTV Hometown Video.**

[VIDEO LINK](#)

**VI. CITY MANAGER'S COMMENTS**

**VII. COMMISSIONERS' COMMENTS**

**VIII. PUBLIC CONCERNS**

**IX. EXECUTIVE SESSION**

**A. For The Purpose Of Reviewing And Considering  
City Manager Applications.**

**X. ADJOURNMENT**

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Kelly Passauer](#)  
**Subject:** Online Form Submittal: Board Application  
**Date:** Tuesday, February 11, 2020 2:05:00 PM

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## Board Application

Board Applying For: Planning and Zoning

Name Rachel Lyon

Date 2/11/2020

Address 313 W Walnut

Email Address [REDACTED]

Phone Number [REDACTED]

Educational Background:

High School Name and Location Independence Sr. High School, Independence, KS

Graduated/Degree GED

College Name and Location Independence Community College, Independence, KS

Graduated/Degree Associate of Science

Major Biology

Other Education Name and Location Pittsburg State University, Pittsburg, KS

Graduated/Degree Bachelor of Science

Emphasis Biology w/ Natural History Interpretation

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

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

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

I have served on a number of City boards in years past and am familiar with procedures. Through my work in both the private and public sectors I have formed relationships that can be beneficial to making suggested changes that will prove valuable for Independence.

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

I am a homeowner, small business owner, and real estate agent in Independence and I want to ensure the best policies are in place to promote growth and innovation. I am dedicated to my community and would like the opportunity to serve it once again.

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

Being unfamiliar with the objectives of this board, I cannot immediately say.

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Other comments:

I appreciate your consideration.

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

ORDINANCE NO. A – 1857

An ordinance making appropriation for the payment of certain claims. Be it ordained by the City Council of the City of Independence.

Section 1. That in order to pay the claims herein stated which have been properly audited and approved. There is hereby appropriated out of the respective funds in the City Treasury the sum for each claim.

Section 2. That this ordinance shall take effect and be in full force from and after its passage.

Approved this 27<sup>th</sup> day of February 2020.

\_\_\_\_\_ Mayor

Attest \_\_\_\_\_ City Clerk

Ordinance #A – 1857  
\$ 373,149.87

VENDOR I.D.	NAME	ITEM TYPE	DATE	DISCOUNT	AMOUNT	ITEM NO#	AMOUNT
032014 INTERNAL REVENUE SERVICE							
I-T1 202001243169	FEDERAL INCOME TAX WITHHELD		D 1/27/2020		14,881.39	000000	
I-T3 202001243169	FICA WITHHELD		D 1/27/2020		22,710.40	000000	
I-T4 202001243169	MEDICARE WITHHELD		D 1/27/2020		5,311.42	000000	42,903.21
032008 KPERS							
I-01 202001243169	KPERS WITHHELD		D 1/28/2020		10,377.82	000000	
I-02 202001243169	OPTIONAL GROUP LIFE INSURANCE		D 1/28/2020		179.89	000000	
I-25 202001243169	OPTIONAL GROUP LIFE/C		D 1/28/2020		421.41	000000	
I-28 202001243169	KPERS WITHHELD		D 1/28/2020		18,748.96	000000	
I-36 202001243169	OGLI - SPOUSE		D 1/28/2020		117.10	000000	
I-62 202001243169	OGLI - CHILD		D 1/28/2020		8.80	000000	29,853.98
013350 KANSAS WITHHOLDING TAX							
I-T2 202001243169	KANSAS STATE INCOME TAC		D 1/30/2020		6,973.05	000000	6,973.05

** B A N K T O T A L S **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	79,730.24	79,730.24
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
<b>BANK TOTALS:</b>	<b>3</b>	<b>0.00</b>	<b>79,730.24</b>	<b>79,730.24</b>

\*\* REGISTER GRAND TOTALS \*

** T O T A L S **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	79,730.24	79,730.24
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	79,730.24	79,730.24

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
01	1/2020	56,044.25CR
31	1/2020	714.46CR
33	1/2020	14,428.04CR
37	1/2020	3,617.77CR
53	1/2020	4,925.72CR
=====		
ALL		79,730.24CR

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 23581 Regular Payments - 02/28/2020

VENDOR SET: 01 \*\*\*\*\* CHECK LISTING \*\*\*\*\*

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
1	EPHRAIN OTHNIEL							
	I-DEMO OTHNIEL	DEMO PERMIT RE		H 2/28/2020		2,500.00	CR 070649	2,500.00
1	I-K MILLS - WTR	KATHLEEN MILLS		R 2/28/2020		25.25	CR 070678	25.25
1	I-SHOCKLEY 181358	SALINA MUNICIPAL COURT		R 2/28/2020		50.00	CR 070679	50.00
1	I-Z WOOTEN - FINES	ZACHARY WOOTEN		R 2/28/2020		169.04	CR 070680	169.04
037070	A TO Z THEATRICAL SUPPLY AND SERVICE, INC.							
	I-20000093	SITE LABOR AND EXT		R 2/28/2020		1,000.45	CR 070681	1,000.45
002000	A-1 AUTO BODY SPECIALIST							
	I-14265	IGNITION COIL		R 2/28/2020		195.95	CR 070682	195.95
019370	AIRGAS USA LLC.							
	I-9097451420	OXYGEN		R 2/28/2020		200.31	CR 070683	
	I-9097494169	OXYGEN		R 2/28/2020		200.31	CR 070683	
	I-9968304087	RRCYLMLG-OX		R 2/28/2020		49.06	CR 070683	
	I-9968547777	LEASE CYL RENEWAL		R 2/28/2020		2,485.00	CR 070683	2,934.68
034293	ANDRITZ SEPARATION, INC.							
	I-8480091957	SHOWER SEAL		R 2/28/2020		459.28	CR 070684	459.28
035900	ANE MAE'S COFFEE AND SANDWICH SHOP							
	I-7381	ADM BUS MTG - LUNCH		R 2/28/2020		141.00	CR 070685	
	I-7670	LUNCH AT MEMORIAL HALL		R 2/28/2020		69.60	CR 070685	
	I-7698	CENSUS COUNTION MEETING		R 2/28/2020		108.00	CR 070685	318.60
1	ANGELA LEWIS							
	I-EXP0203220	EXP REPORT		R 2/28/2020		232.17	CR 070686	232.17
1	ANNIE MAE'S COFFEE &							
	I-7635	LUNCH FOR		R 2/28/2020		325.25	CR 070687	325.25
002510	ASHCRAFT TIRE COMPANY INC							
	I-26129	2012 FORD - E450 SUPER		R 2/28/2020		676.64	CR 070688	676.64
002515	ASSOCIATED BAG COMPANY							
	I-G90178	EVIDENCE BAGS		R 2/28/2020		185.25	CR 070689	185.25

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
035889 AT&T								
	I-6203310610	01/29 TELEPHONE	R	2/28/2020		50.22CR	070690	
	I-6203310652	01/29 TELEPHONE	R	2/28/2020		91.73CR	070690	
	I-6203319009	01/29 TELEPHONE	R	2/28/2020		145.69CR	070690	287.64
036926 AT&T LONG DISTANCE								
	I-861688676	02/06/20 LONG DISTANCE SERVICE	R	2/28/2020		27.42CR	070691	
	I-861850574	02/01/20 LONG DISTANCE SERVICE	R	2/28/2020		26.65CR	070691	54.07
036281 AT&T U-VERSE								
	I-148192789	02/05/20 AT&T U-VERSE	R	2/28/2020		117.20CR	070692	
	I-254555073	02/2020 CIVIC CENTER INTERNET	R	2/28/2020		89.50CR	070692	206.70
002570 AUTO ZONE								
	C-1605732873	DURALAST GOLD BA	R	2/28/2020		18.00	070693	
	I-1605730354	WIPER BLADES	R	2/28/2020		45.94CR	070693	
	I-1605730357	20 DLAERO DURALAST AERO	R	2/28/2020		33.98CR	070693	
	I-1605730761	BREAK PARTS	R	2/28/2020		5.58CR	070693	
	I-1605730804	STP MULTI STP FLUID	R	2/28/2020		27.96CR	070693	
	I-1605732871	DURALAST GOLD BATTERY	R	2/28/2020		153.99CR	070693	
	I-1605734836	TOOLS	R	2/28/2020		33.83CR	070693	
	I-1605735445	STP 5W-30 STP	R	2/28/2020		21.50CR	070693	
	I-1605735459	STP 5W-30 OIL	R	2/28/2020		82.42CR	070693	
	I-1605736747	TORQUE WRENCH	R	2/28/2020		40.87CR	070693	
	I-1605738600	WIPER BLADES	R	2/28/2020		32.46CR	070693	
	I-1605741002	DURLAST GOLD BREAK PADS	R	2/28/2020		38.99CR	070693	499.52
037126 AUTOZONE, INC								
	I-1605730941	STP MULTI STP FLUID	R	2/28/2020		69.90CR	070694	
	I-2836	01312020 STATEMENT	R	2/28/2020		41.47CR	070694	111.37
032299 BARTA ANIMAL HOSPITAL								
	I-02032020	ANIMAL SERVICES	R	2/28/2020		116.50CR	070695	116.50
037221 BAY BRIDGE ADM, LLC								
	I-BBA TSA-79998	JAN 2020 HEALTH FLEX	R	2/28/2020		806.68CR	070696	806.68
036634 BAY BRIDGE ADMINISTRATORS, LLC								
	I-BBA INS-406922	JAN 2020 SEC 125 BENEFITS	R	2/28/2020		1,785.64CR	070697	1,785.64
035073 BLANKINSHIP ELECTRIC, LLC								
	I-342	GEBERATOR HOOK UP	R	2/28/2020		400.00CR	070698	
	I-343	3 HOUR LABOR	R	2/28/2020		7,275.00CR	070698	7,675.00

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003460	BOUND TREE MEDICAL LLC							
	I-83495813	MEDICAL SUPPLIES		R 2/28/2020		682.24CR	070699	
	I-83505164	CPAP. KIT		R 2/28/2020		76.99CR	070699	759.23
037093	CHEMRITE							
	I-314601	K-OX, POTASSIUM PERMA		R 2/28/2020		4,629.66CR	070700	4,629.66
1	CHETOPA MUNICIPAL COURT							
	I-CPS 19-011	ROGERS BOND -		R 2/28/2020		270.00CR	070701	270.00
033027	CINTAS FIRST							
	I-5015867665	WIPER BLADES, IBUPROFEN		R 2/28/2020		87.81CR	070702	87.81
004640	CITY OF INDEP-PETTY CASH							
	I-022020	PT PETTY CASH/ACTIVITY		R 2/28/2020		500.00CR	070703	
	I-022020-1	PT PETTY CASH/ACTIVITY		R 2/28/2020		500.00CR	070703	
	I-02282020	REPLENISH PETTY CASH		R 2/28/2020		70.00CR	070703	1,070.00
004645	CITY OF INDEPENDENCE							
	I-01152020	1902 WATER		R 2/28/2020		107.44CR	070704	
	I-01152020 1	1902 WATER BILL		R 2/28/2020		94.79CR	070704	202.23
032159	CJ'S THREADS							
	I-18819	TWILL SHIRT		R 2/28/2020		30.00CR	070705	
	I-18821	PANTS AND SHIRT		R 2/28/2020		127.90CR	070705	
	I-18822	TACTICAL PANTS		R 2/28/2020		108.00CR	070705	
	I-18823	TACTICAL PANTS		R 2/28/2020		108.00CR	070705	
	I-18831	STAFF SHIRTS		R 2/28/2020		272.50CR	070705	646.40
033671	COFFEYVILLE FEED & FARM SUPPLY							
	I-758906	ANIMAL FEED		R 2/28/2020		867.45CR	070706	867.45
004830	COLE-PARMER INSTRUMENT CO							
	I-2145484	CONTROLER		R 2/28/2020		460.34CR	070707	460.34
1	CONNIE BURCHAM							
	I-1898 12345	PURCHASE CEM SP		R 2/28/2020		500.00CR	070708	500.00
036822	COPY PRODUCTS INC							
	I-320933	COPIER USAGE		R 2/28/2020		225.25CR	070709	225.25
034221	CORE & MAIN							
	I-L788215	2 BALL VALVE, METER BOX		R 2/28/2020		918.79CR	070710	
	I-L788312	REP CLP		R 2/28/2020		691.08CR	070710	
	I-L788355	REP CLPS		R 2/28/2020		148.20CR	070710	
	I-L788436	DPXDP SETTER, COUPLING		R 2/28/2020		317.20CR	070710	
	I-L788533	C84-33NL		R 2/28/2020		450.72CR	070710	
	I-L832819	REP CLP 2.35-2.63		R 2/28/2020		372.82CR	070710	
	I-L842908	CTS PE TUBING		R 2/28/2020		240.00CR	070710	
	I-1701713	SUPPLIES		R 2/28/2020		898.08CR	070710	
	I-1788255	REP CLP		R 2/28/2020		266.30CR	070710	
	I-1801228	2 PVC SDR21		R 2/28/2020		201.00CR	070710	
	I-1832818	REP CLP 6.84-7.24 OD		R 2/28/2020		592.80CR	070710	5,096.99

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032905 CORNERSTONE REGIONAL SURVEYING, LLC							
I-24352	01/02/2020 LAND SURVEYOR		R 2/28/2020		110.00CR	070711	110.00
032078 CPR PEST MANAGEMENT, INC.							
I-103945/103947	PEST CONTROL		R 2/28/2020		147.50CR	070712	147.50
036099 FRANK CREBASE							
I-02/2020-HUNTER	418 W WALNUT - RHONDA HUNTER		R 2/28/2020		536.00CR	070713	
I-02/2020-RAIDA	1600 HALSEY AVE - TAMI RAIDA		R 2/28/2020		643.00CR	070713	1,179.00
033223 CUSIP GLOBAL SERVICES							
I-2400016121/80974	CUSIP FEES		R 2/28/2020		188.00CR	070714	188.00
036349 D & A ELECTRICAL SYSTEMS, LLC							
I-200101	MONTHLY MONITORING		R 2/28/2020		52.50CR	070715	
I-200141	MONTHLY MONITORING		R 2/28/2020		59.85CR	070715	
I-200164	MONTHLY MONITORING		R 2/28/2020		77.85CR	070715	
I-200177	CEDAR POINTE MONITORING		R 2/28/2020		239.40CR	070715	429.60
035070 D & F SERVICES, LLC							
I-4686	DFLOC 3080 DRUM		R 2/28/2020		1,138.50CR	070716	
I-4705	DFLOC 3610 BULK - 2500 GA		R 2/28/2020		15,842.60CR	070716	
I-4708	LTL SHIPMENT		R 2/28/2020		9,776.80CR	070716	
I-4714	CHLORINE DIOXIDE		R 2/28/2020		745.00CR	070716	27,502.90
036096 DATAPROSE LLC							
I-DP2000113	JAN BILLS/POSTAGE		R 2/28/2020		3,014.05CR	070717	3,014.05
034468 DAVE'S QUALITY CONSTRUCTION L.L.C.							
I-DQC200 467	SNOW REMOVAL		R 2/28/2020		125.00CR	070718	
I-DQC200 467 1	SNOW REMOVAL		R 2/28/2020		270.00CR	070718	
I-DQC200 467 2	SNOW REMOVAL		R 2/28/2020		105.00CR	070718	
I-DQC200 467 3	SNOW REMOVAL		R 2/28/2020		310.00CR	070718	810.00
037296 DAVID DETAR							
I-01312020	SECURITY DEPOSIT REFUND		R 2/28/2020		375.00CR	070719	375.00
033131 DERAILED COMMODITY							
I-I112447	BASEMENT REPAIR		R 2/28/2020		4,313.00CR	070720	4,313.00
036536 DEREK BRYANT							
I-EXP0203-062020	EXP REPORT		R 2/28/2020		63.46CR	070721	63.46

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VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
<b>036939 DREW RISING</b>							
I-1942495	MEAL EXPENSE FORM	R	2/28/2020		7.05CR	070722	7.05
<b>034816 ECOLAB PEST</b>							
I-8360007	PEST CONTROL	R	2/28/2020		232.88CR	070723	
I-8596009	PT/CEDAR PEST CONTROL	R	2/28/2020		488.56CR	070723	
I-8596009-2	PT/CEDAR PEST CONTROL	R	2/28/2020		50.00CR	070723	771.44
<b>1 ELOISE HARKRADER</b>							
I-REF AMB-HARKRADER	REFUND AMBULA	R	2/28/2020		186.90CR	070724	186.90
<b>007200 ERIC'S PLUMBING</b>							
I-4066	BRADLEY COURT 1905	R	2/28/2020		3,380.00CR	070725	
I-4107	REPAIR GAS LEAK	R	2/28/2020		115.00CR	070725	3,495.00
<b>035115 EXPRESS EMPLOYMENT</b>							
I-23454946TL	EXPRESS PAYROLL	R	2/28/2020		2,307.28CR	070726	
I-23482267TL	EXPRESS PAYROLL	R	2/28/2020		2,937.58CR	070726	
I-23510893TL	EXPRESS PAYROLL	R	2/28/2020		3,571.70CR	070726	
I-23546371	LABOR	R	2/28/2020		811.75CR	070726	
I-23546371KP	EXPRESS PAYROLL	R	2/28/2020		775.20CR	070726	
I-23546371TL	EXPRESS PAYROLL	R	2/28/2020		3,541.14CR	070726	
I-23576724	LABOR	R	2/28/2020		760.18CR	070726	
I-23576724H	EXPRESS PAYROLL	R	2/28/2020		4,629.84CR	070726	
I-23576725KP	EXPRESS PAYROLL	R	2/28/2020		804.27CR	070726	20,138.94
<b>033119 FASTENAL COMPANY</b>							
I-KSIND40867	LATEX GLOVE	R	2/28/2020		15.99CR	070727	
I-KSIND40892	DIA HOLE SAW	R	2/28/2020		27.86CR	070727	
I-KSIND41120	PARTS	R	2/28/2020		36.07CR	070727	79.92
<b>035748 FIRE X INC.</b>							
I-1942817	MEM HALL INSPECTION	R	2/28/2020		356.50CR	070728	
I-6347110219AIRPORT	EX SERVICE	R	2/28/2020		357.00CR	070728	713.50
<b>008200 FITZPATRICK &amp; BASS LAW OF</b>							
I-D BROWN 19-290	FITZPATRICK & BASS LAW OF	R	2/28/2020		200.00CR	070729	200.00
<b>037139 FLEET FUELS, LLC</b>							
I-55779	FUEL	R	2/28/2020		29.98CR	070730	
I-55801	FUEL	R	2/28/2020		102.82CR	070730	
I-55805	FUEL	R	2/28/2020		147.88CR	070730	
I-55871	VEHICLE 408	R	2/28/2020		52.94CR	070730	
I-55884	VEHICLE 441 FUEL	R	2/28/2020		42.50CR	070730	
I-55897	FUEL	R	2/28/2020		104.77CR	070730	
I-55907	FUEL	R	2/28/2020		102.01CR	070730	
I-55919	FUEL	R	2/28/2020		50.06CR	070730	
I-55931	FUEL	R	2/28/2020		143.43CR	070730	
I-55948	FUEL INV 01242020	R	2/28/2020		486.05CR	070730	
I-55949	FUEL	R	2/28/2020		635.41CR	070730	
I-56001	FUEL	R	2/28/2020		244.97CR	070730	
I-56002	VEHICLE 403, 406 & 412	R	2/28/2020		187.59CR	070730	

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VENDOR SET: 01 \*\*\*\*\* CHECK LISTING \*\*\*\*\*

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
I-56013		PARK FUEL 01/24/20	R	2/28/2020		27.71CR	070730	
I-56014		FUEL VEHICLE 408	R	2/28/2020		52.11CR	070730	
I-56022		FUEL CEMETERY 01/24/20	R	2/28/2020		48.67CR	070730	
I-56027		FUEL	R	2/28/2020		29.94CR	070730	
I-56033		CITY VAN FUEL 01/24/20	R	2/28/2020		26.99CR	070730	
I-56052		FUEL	R	2/28/2020		586.30CR	070730	
I-56076		FUEL INV 01312020	R	2/28/2020		279.76CR	070730	
I-56095		VEHICLE FUEL	R	2/28/2020		245.81CR	070730	
I-56156		FUEL VEHICLE 441	R	2/28/2020		57.62CR	070730	
I-56158		FUEL	R	2/28/2020		37.57CR	070730	
I-56163		FUEL VEHICLE 0860	R	2/28/2020		18.36CR	070730	
I-56164		GAS	R	2/28/2020		22.91CR	070730	
I-56167		PARK FUEL 01/31/20	R	2/28/2020		28.87CR	070730	
I-56189		FUEL VEHICLE 0860	R	2/28/2020		18.41CR	070730	
I-56202		FUEL VEHICLE 403,406, & 2	R	2/28/2020		282.86CR	070730	
I-56208		FUEL INV	R	2/28/2020		317.89CR	070730	
I-56212		FUEL	R	2/28/2020		639.53CR	070730	
I-56245		FUEL VEHICLE 402	R	2/28/2020		36.87CR	070730	
I-56254		FUEL	R	2/28/2020		199.73CR	070730	
I-56267		PARK FUEL 02/07/20	R	2/28/2020		22.53CR	070730	
I-56268		FUEL VEHICLE 408	R	2/28/2020		58.62CR	070730	
I-56286		CEMETERY FUEL 02/07/20	R	2/28/2020		44.85CR	070730	
I-56296		FUEL INV	R	2/28/2020		267.06CR	070730	
I-56299		FUEL VEHICLE 0860	R	2/28/2020		25.39CR	070730	
I-56342		FUEL	R	2/28/2020		676.77CR	070730	
I-56356		FUEL PARK 02/14/20	R	2/28/2020		27.73CR	070730	
I-56360		FUEL CEMETERY 02/14/20	R	2/28/2020		39.35CR	070730	
I-56385		GAS	R	2/28/2020		49.81CR	070730	
I-56414		FLEET FUELS, LLC	R	2/28/2020		54.19CR	070730	6,554.62
*VOID*	VOID CHECK		V	2/28/2020			070731	**VOID**
*VOID*	VOID CHECK		V	2/28/2020			070732	**VOID**
*VOID*	VOID CHECK		V	2/28/2020			070733	**VOID**
037003	FLEETPRIDE TRUCK & TRAILER PARTS							
I-34068430		MOTOR-12V	R	2/28/2020		427.36CR	070734	427.36
008700	FRAZIER FENCING							
I-176423		AWOL FENCING	R	2/28/2020		1,546.63CR	070735	1,546.63

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VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
033568 GALAXIE BUSINESS							
I-114383	STMT 01/31/2020	R	2/28/2020		3,397.50CR	070736	
I-114474	2 24" MONITORS - HAYES	R	2/28/2020		370.00CR	070736	
I-114866	VMWARE RENEW SUBSCRIP	R	2/28/2020		75.00CR	070736	
I-114867	MISC LASERFICHE/SCANNER	R	2/28/2020		2,189.74CR	070736	
I-CW-9170	MICAH ON SITE	R	2/28/2020		990.00CR	070736	
I-CW-9173	IPD PC SETUP - AARON	R	2/28/2020		787.50CR	070736	
I-CW-9174	AARON SCOTT 01/08/20	R	2/28/2020		180.00CR	070736	
I-CW-9178	FIRE/EMS SYSTEM ACCESS	R	2/28/2020		45.00CR	070736	
I-CW-9179	INSTALL PRINTER MGSO	R	2/28/2020		45.00CR	070736	
I-CW-9184	REPLACEMENT SPREADSHT	R	2/28/2020		22.50CR	070736	
I-CW-9185	WORKSTATION PWR ISSUE	R	2/28/2020		135.00CR	070736	
I-CW-9198	MEM HALL MARQUEE	R	2/28/2020		427.50CR	070736	
I-CW-9201	EQUATURE WINDOWS 10 SU	R	2/28/2020		90.00CR	070736	
I-CW-9205	PD TROUBLESHOOT LASERFICH	R	2/28/2020		45.00CR	070736	
I-CW-9211	COMP REPLACEMENT PROG	R	2/28/2020		967.50CR	070736	
I-CW-9212	E-MAIL & OFFICE ACCOUNT	R	2/28/2020		22.50CR	070736	
I-CW-9223	UNLOCK PARK LAPTOP-KATIE	R	2/28/2020		22.50CR	070736	
I-CW-9226	LASERFICHE FORMS DIAG	R	2/28/2020		225.00CR	070736	
I-CW-9232	WORKFLOW INSTALL FIN DIR	R	2/28/2020		45.00CR	070736	
I-CW-9240	POLICE TROUBLESHOOT	R	2/28/2020		45.00CR	070736	
I-CW-9242	LAPTOP PASSWORD RESET	R	2/28/2020		22.50CR	070736	
I-CW-9243	PRINT PICS FOR COURT	R	2/28/2020		22.50CR	070736	
I-CW-9245	VERIFY PRINTER INSTALL	R	2/28/2020		22.50CR	070736	
I-CW-9246	ADM TROUBLESHOOT	R	2/28/2020		22.50CR	070736	
I-CW-9247	KELLYP SPAM-PAID INV.	R	2/28/2020		22.50CR	070736	
I-CW-9264	DIGICERT CERT. EXPIRE	R	2/28/2020		90.00CR	070736	
I-CW-9268	IPD SERVER 2 TO CLOUD	R	2/28/2020		45.00CR	070736	
I-CW-9272	PUBLIC WORKS TROUBLESHHT	R	2/28/2020		22.50CR	070736	
I-CW-9277	VEEAM BKUP UPDATE	R	2/28/2020		67.50CR	070736	
I-CW-9278	INSPECTOR MAILBOX CANCEL	R	2/28/2020		45.00CR	070736	10,509.74

\*VOID\* VOID CHECK V 2/28/2020 070737 \*\*VOID\*\*

\*VOID\* VOID CHECK V 2/28/2020 070738 \*\*VOID\*\*

033187 GFS CHEMICALS, INC.							
I-cinv-046383	ACETATE BUFFER FOR CHLO	R	2/28/2020		104.42CR	070739	104.42

009330 GRAINGER							
I-9401393583	MOUSEPAD W/WRIST SUPPORT	R	2/28/2020		39.72CR	070740	
I-9403093009	ADHESIVE, THREADLOCKER	R	2/28/2020		9.65CR	070740	
I-9419695581	CORDLESS RECIP SAW KIT	R	2/28/2020		289.00CR	070740	
I-9419944625	HOLW SAW, SPACER	R	2/28/2020		18.59CR	070740	
I-9420648322	DISPOSABLE RESPORATOR	R	2/28/2020		21.00CR	070740	
I-9420927411	PRESSURE GAUGE	R	2/28/2020		99.40CR	070740	
I-9421274516	ROCKER SWITCH	R	2/28/2020		10.05CR	070740	
I-9424259316	HOLE SAW, DRILL BITS	R	2/28/2020		33.52CR	070740	
I-9424507946	DISPOSABLE RESPIRATIR	R	2/28/2020		79.05CR	070740	
I-9426159845	DEMIN DRILL	R	2/28/2020		19.07CR	070740	619.05

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
032879	GRASS ROOTS DESIGN GROUP, INC.							
	I-1610	VECTOR ART	R	2/28/2020		444.00CR	070741	
	I-1648	UNATTENDED VEHICLE	R	2/28/2020		294.25CR	070741	738.25
033863	LAW OFFICE OF MICHAEL W. HASSENPLUG							
	I-J MACKIN 28677	J MACKIN AMB. COLL	R	2/28/2020		226.02CR	070742	226.02
036233	HAWKINS INC.							
	I-4657701	CHEMICALS	R	2/28/2020		1,998.32CR	070743	1,998.32
034901	HD SUPPLY FACILITIES							
	I-9177959309	MISC SUPPLIES	R	2/28/2020		1,040.64CR	070744	1,040.64
010230	HECKMAN & ASSOCIATES, P.A							
	I-H & A 1608-47	HALL AND LIBRARY	R	2/28/2020		2,310.00CR	070745	
	I-H&A 1113-62	PT GENERATOR	R	2/28/2020		1,468.56CR	070745	
	I-H&A 1113-64	PT GENERATOR	R	2/28/2020		402.50CR	070745	
	I-H&A 1945-01	MCKINLEY INSPECTION	R	2/28/2020		125.00CR	070745	4,306.06
034014	HERRMAN LUMBER							
	I-450519	1902 CLOSET DOOR	R	2/28/2020		116.48CR	070746	116.48
035980	HUBER & ASSOCIATES							
	I-CW155279-20475	HANDHELD SCANNER	R	2/28/2020		215.47CR	070747	
	I-CW155287	DOWNPAYMENT INV	R	2/28/2020		750.00CR	070747	965.47
010440	HUGO'S INDUSTRIAL SUPPLY							
	C-7498CM	CREDIT MEMO - FLOOR SWP	R	2/28/2020		70.16	070748	
	C-7512CM	CREDIT MEMO - SUPROMAX	R	2/28/2020		95.04	070748	
	I-229590	3 COLOR/BLK PRINT CART.	R	2/28/2020		119.96CR	070748	
	I-229605	DURA LINK PRINTER INK	R	2/28/2020		119.96CR	070748	
	I-229616	PENS	R	2/28/2020		11.95CR	070748	
	I-229632	STMT 01/31/20 PARK/ZOO	R	2/28/2020		377.20CR	070748	
	I-229728	WALL PLANNER	R	2/28/2020		19.04CR	070748	
	I-229770/230574	STMT 01/31/20 - FIRE DEPT	R	2/28/2020		90.84CR	070748	
	I-229798	STMT 01/31/20 AP	R	2/28/2020		28.64CR	070748	
	I-230131	TIRIVE ICE MELT	R	2/28/2020		304.80CR	070748	
	I-230367	WHITE KNIT CLOTH RAGS	R	2/28/2020		13.94CR	070748	
	I-230539	IHA SUPPLIES	R	2/28/2020		55.70CR	070748	
	I-230578	FLOOR SWEEP	R	2/28/2020		87.70CR	070748	
	I-230581	FLOOR DRY	R	2/28/2020		32.76CR	070748	
	I-230587	COLOR PAPER/LABELS	R	2/28/2020		73.20CR	070748	
	I-230628	IHA SUPPLIES	R	2/28/2020		10.41CR	070748	
	I-230718	BRK CLNR/TWLS/BAGS/TISS	R	2/28/2020		334.28CR	070748	
	I-230745	JANITOR SUPPLIES BLDG D	R	2/28/2020		306.79CR	070748	
	I-230944	CARIBBEAN WATERS MIST	R	2/28/2020		18.16CR	070748	
	I-230972	BOOKLIFT/COLOR FOLDERS	R	2/28/2020		76.82CR	070748	
	I-231035	ENVELOPES	R	2/28/2020		149.60CR	070748	
	I-231103	CLEANING SUPPLIES	R	2/28/2020		98.22CR	070748	
	I-231124	SUPROMAX CHERRY 5000	R	2/28/2020		89.12CR	070748	
	I-231144	IHA SUPPLIES	R	2/28/2020		242.65CR	070748	
	I-231428	FIRST AID KIT REFILLS	R	2/28/2020		132.16CR	070748	
	I-231928	IHA SUPPLIES	R	2/28/2020		17.88CR	070748	2,646.58

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VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
*VOID*	VOID CHECK	V	2/28/2020		070749	**VOID**	
*VOID*	VOID CHECK	V	2/28/2020		070750	**VOID**	
034716	IMAGE TREND, INC.						
I-120553	ANNUAL FEE	R	2/28/2020		1,200.00	CR 070751	
I-120774	ANNUAL FEE	R	2/28/2020		1,030.00	CR 070751	2,230.00
011211	INDEPENDENCE FIRE FIGHTER						
I-09 202001243169	FIRE INSURANCE WITHHELD	R	2/28/2020		93.48	CR 070752	93.48
011120	INDEPENDENCE CHAMBER						
I-14409	CHRISTMAS TREE TOTES	R	2/28/2020		61.28	CR 070753	
I-14521	ANNUAL MEETING	R	2/28/2020		650.00	CR 070753	
I-14622	2020 YPI MEMBERSHIP DUES	R	2/28/2020		50.00	CR 070753	
I-REIMB HALL/C OF C	REIMB MEMORIAL HALL	R	2/28/2020		150.00	CR 070753	911.28
011180	INDEPENDENCE COMMUNITY						
I-06 202001243169	COMMUNITY CHEST WITHHELD	R	2/28/2020		43.00	CR 070754	43.00
011200	INDEPENDENCE DAILY						
I-022020	PT 1 YR SUBSCRIPTION	R	2/28/2020		111.95	CR 070755	
I-1668	NEWSPAPER RENEWAL	R	2/28/2020		111.95	CR 070755	
I-STMT 01/31/20	LEGAL NOTICES	R	2/28/2020		588.43	CR 070755	812.33
033149	INDEPENDENCE FIREMEN'S						
I-23 202001243169	FUNDING/FIREMEN'S ASSOCIATION	R	2/28/2020		210.00	CR 070756	210.00
030108	INDEPENDENCE HOUSING						
I-02/2020-HERNANDEZ	408 S 8TH - LUZ HERNANDEZ	R	2/28/2020		200.00	CR 070757	
I-02/2020-KRAUSE	923 E CEDAR (C) ROLLAND KRAUSE	R	2/28/2020		165.00	CR 070757	
I-02/2020-MITCHELL	916 E CEDAR #3-ALBERT MITCHELL	R	2/28/2020		166.00	CR 070757	531.00
035353	INDEPENDENCE OPTIMIST CLUB						
I-1942707	PRO-RATED APPLICATION	R	2/28/2020		190.00	CR 070758	190.00
011240	INDEPENDENCE OVERHEAD						
I-43865	GARAGE DOOR	R	2/28/2020		80.00	CR 070759	80.00
1	J D COX						
I-JD COX EXPENSE	JD COX EXPENSE	R	2/28/2020		671.71	CR 070760	671.71

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037194 J GRAHAM CONSTRUCTION INC.							
I-02172020	PETER PAN RD KA-4815-01		R 2/28/2020		21,036.42CR	070761	21,036.42
012160 JERRY HALL'S COMMUNICATIO							
I-17816	KENWOOD 10X-3300		R 2/28/2020		2,860.00CR	070762	
I-17817	REPAIRED MIC, ANT ON FIRE		R 2/28/2020		350.00CR	070762	3,210.00
036703 JERRY HARRISON							
I-EXP01312020	EXP 01312020		R 2/28/2020		9.14CR	070763	9.14
037005 JOHN ANDERSON							
I-EXP02102020	EXP REPORT		R 2/28/2020		52.13CR	070764	52.13
013440 K.E.I. KELLEY ELECTRIC, I							
I-2404	SUPPLIES		R 2/28/2020		6,538.00CR	070765	6,538.00
037290 KACE KANSAS ASSOCIATION OF CODE ENFORCEMENT							
I-1942492	CODE ENFORCEMENT TRAIN		R 2/28/2020		70.00CR	070766	70.00
037272 KANSAS 811							
I-0010298	149 LOCATES		R 2/28/2020		178.80CR	070767	178.80
036544 KANSAS COMMUNICATION SERVICES INC.							
I-CO12002	PT PHONE		R 2/28/2020		161.04CR	070768	161.04
013110 KANSAS DEPARTMENT OF							
I-011520	WP-1 KANSAS DEPT OF REV		R 2/28/2020		4,257.73CR	070769	4,257.73
036340 KANSAS HEALTH & ENVIRONMENTAL LABORATORIES							
I-1942311	COLILERT WATER, ECT		R 2/28/2020		1,238.00CR	070770	1,238.00
032449 KANSAS PAYMENT CENTER							
I-W16202001243169	MG3D*00095C/KEITH COPITHKE		R 2/28/2020		116.61CR	070771	
I-W61202001243169	MG04DM00185C/0000252462 LEMOS		R 2/28/2020		77.54CR	070771	
I-W66202001243169	CS# MG 18DM00183 I - K GINTHER		R 2/28/2020		105.23CR	070771	
I-W67202001243169	MG19DM0075I-CHRIS FURR		R 2/28/2020		282.46CR	070771	581.84
013310 KANSAS STATE TREASURER							
I-JAN 20 REINST FEES	JAN 2020 REINSTATEMENT		R 2/28/2020		853.78CR	070772	853.78
037123 KAYLA IMHOFF							
I-EXP0126-282020	EXP REPORT		R 2/28/2020		341.20CR	070773	341.20

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037128 KELLEY ELECTRIC INC.							
I-01202020	PT GENERATOR	R	2/28/2020		23,814.90CR	070774	23,814.90
036111 KEVIN HENRY							
I-1942312	PERSONAL EXPENSE FORM	R	2/28/2020		189.44CR	070775	189.44
032158 KONE, INC.							
I-959452239	MAINTANCE	R	2/28/2020		348.36CR	070776	
I-959476797	MAINTENANCE COVERAGE	R	2/28/2020		348.36CR	070776	696.72
035809 KU CONTINUING EDUCATION							
I-872202EE	D BOWERS FTO TRAINING	R	2/28/2020		150.00CR	070777	150.00
034168 LAUREL ST BAKERY							
I-01242020	CAKE FOR IPD PARTY	R	2/28/2020		47.00CR	070778	47.00
034910 MARSHA LEROY							
I-02/2020-CEFARELLI	912 W MAPLE - K CEFARELLI	R	2/28/2020		466.00CR	070779	
I-02/2020-NEARY	306 S 8TH - TINA NEARY	R	2/28/2020		500.00CR	070779	966.00
037299 LACEY R LIES							
I-PEF BLIGHT/BEAUTY	LACEY R LIES	R	2/28/2020		87.34CR	070780	87.34
036790 LIFE-ASSIST, INC							
I-969350	SAFETY CONTAINERS	R	2/28/2020		144.10CR	070781	
I-971536	MEDICAL SUPPLIES	R	2/28/2020		341.84CR	070781	485.94
035478 LOCHNER, H.W. INC.							
I-000016373-3	PROJ AV-2020-20 PROF SERV	R	2/28/2020		6,268.00CR	070782	
I-000016373-4	KDOT KAIP PROJ AV-2020-20	R	2/28/2020		676.00CR	070782	
I-000016373-5	KDOT KAIP PROJ AV-2020-20	R	2/28/2020		3,100.00CR	070782	10,044.00
036008 JOHN LOWRANCE							
I-02/2020-BRECKENRD	712 S 6TH - R BRECKENRIDGE	R	2/28/2020		668.00CR	070783	668.00
037217 MALLORY SAFETY AND SUPPLY, LLC							
I-4781514	MICROPHONES	R	2/28/2020		152.89CR	070784	152.89
036460 MCHUGH VIDEO PRODUCTIONS							
I-1257	VIDEO CITY COMM MEETING	R	2/28/2020		600.00CR	070785	600.00
015530 MESSENGER FURNITURE							
I-1942836	BALANCE ON ACCT 12/31/19	R	2/28/2020		739.97CR	070786	739.97

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VENDOR SET: 01 \*\*\*\*\* CHECK LISTING \*\*\*\*\*

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
032556	MIDWEST MINERALS, LLC							
	I-406908	TESTING	R	2/28/2020		127.63	070787	
	I-407377	TESTING TABLE MOUND QUARR	R	2/28/2020		849.59	070787	977.22
033575	MODERN COPY SYSTEMS							
	I-49835	COPIER SUPPLIES	R	2/28/2020		185.33	070788	185.33
015960	MONTGOMERY COUNTY							
	I-0154	ANNUAL MEMBERSHIP	R	2/28/2020		265.00	070789	265.00
016030	MONTGOMERY COUNTY							
	I-301-02032020	INMATE HOUSING JAN	R	2/28/2020		1,085.00	070790	1,085.00
034873	MONTGOMERY COUNTY							
	I-1942486	FAREWELL AND WELCOME AD	R	2/28/2020		48.00	070791	48.00
035290	MONTGOMERY COUNTY							
	I-6497	FIRE/EMS SHOTS	R	2/28/2020		349.00	070792	349.00
035503	NATIONAL SCREENING BUREAU							
	I-2001170	BACKGRIUND SCREENING	R	2/28/2020		213.00	070793	213.00
035913	NEWTONS TRUE VALUE							
	I-C89256	SLP NT/WASH-FLAPPER	R	2/28/2020		5.78	070794	
	I-C89592	CARB CLNR/BRK CLNR	R	2/28/2020		13.87	070794	
	I-C89619	GENERAL SHOP SUPPLIES	R	2/28/2020		14.98	070794	
	I-C89743	BOLTS	R	2/28/2020		3.60	070794	
	I-C89743A	BOLTS/NUTS/WASHERS	R	2/28/2020		3.60	070794	
	I-C89767	4H RR LIGHTS	R	2/28/2020		6.29	070794	
	I-C89816	SGL CYL DEADBOLT	R	2/28/2020		31.98	070794	
	I-C89853	40W 48" UTIL BULB	R	2/28/2020		10.38	070794	
	I-C89880	LIGHT/ BULBS/EXT CORD	R	2/28/2020		53.36	070794	
	I-D146901	SAE20 MOTOR OIL	R	2/28/2020		34.93	070794	
	I-D147381	DRIAN OPENER	R	2/28/2020		11.98	070794	
	I-D147385	FLT STL BAR/BLT NT WASH	R	2/28/2020		15.29	070794	
	I-D147415	GENERAL SHOP SUPPLIES	R	2/28/2020		9.99	070794	
	I-D147418	GENERAL SHOP SUPPLIES	R	2/28/2020		10.99	070794	
	I-D147450	WTP PAINTER/EDG REFILL	R	2/28/2020		9.98	070794	
	I-D147530	PET FRIENDLY ICE MELT	R	2/28/2020		47.97	070794	
	I-D147537	ICE MELT	R	2/28/2020		71.96	070794	
	I-D147687	2PK GLASS FUSE	R	2/28/2020		11.97	070794	
	I-D147761	UTIL KNIFE/CLAMP/COUPL/	R	2/28/2020		15.56	070794	
	I-D147848	DOOR KEYS & LOCKS	R	2/28/2020		381.24	070794	
	I-D147997	KEYS & LIGHTS	R	2/28/2020		18.40	070794	
	I-D148092	CONCRETE/BLTS/NTS/WASH	R	2/28/2020		303.67	070794	
	I-D148629	PT ACCESS DOORS	R	2/28/2020		1,027.68	070794	2,115.45

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VENDOR SET: 01 \*\*\*\*\* CHECK LISTING \*\*\*\*\*

BANK : AP Community National Bank

VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
*VOID*	VOID CHECK	V	2/28/2020		070795	**VOID**	
018120 O'REILLY AUTO PARTS							
I-0154-321258	BUSHING, GAUGE		R 2/28/2020		14.72CR	070796	
I-0154-321864	OIL, OIL FILTER		R 2/28/2020		26.69CR	070796	
I-0154-322097	OIL FILTER, OIL		R 2/28/2020		26.43CR	070796	
I-0154-323584	320 OZ BRAKE FLUID		R 2/28/2020		5.99CR	070796	
I-0154-323828	MARINE GREASE		R 2/28/2020		49.90CR	070796	
I-0154-324206	MOTOR OIL		R 2/28/2020		79.98CR	070796	
I-0154-325164	OIL FILTER		R 2/28/2020		14.81CR	070796	218.52
027225 OIL PATCH PUMP & SUPPLY INC.							
I-206002	LUBRICANT OREMATX THREAD		R 2/28/2020		248.94CR	070797	248.94
036218 OKLAHOMA CENTRALIZED SUPPORT REGISTRY							
I-W65202001243169	000875670001-MICHAEL P MAYER		R 2/28/2020		658.50CR	070798	658.50
035799 OMNI BILLING							
I-13120	JAN 2020 AMBULANCE		R 2/28/2020		3,934.31CR	070799	3,934.31
036608 ONE STOP PACK N SHIP							
I-1942313	ONE STOP PACK N SHIP		R 2/28/2020		167.75CR	070800	
I-25050	SHIPPING		R 2/28/2020		8.95CR	070800	176.70
032859 PACE ANALYTICAL SERVICES,							
I-2060097226	LAB TESTING		R 2/28/2020		415.00CR	070801	
I-20602097495	LAB TESTING		R 2/28/2020		290.00CR	070801	705.00
019040 PARHAM BAKERY, INC							
I-STMT 01/31/20	DONUTS FOR MTGS		R 2/28/2020		28.00CR	070802	28.00
034739 BOB PASTERNAK							
I-02/2020-EGBERT	209 W LOCUST - DARWIN EGBERT		R 2/28/2020		301.00CR	070803	301.00
1 PATRICIA A LATHAM							
I-REF AMB-LATHAM	REFUND AMBUL		R 2/28/2020		610.00CR	070804	610.00
037205 PAUL TERRY							
I-1942496	MEAL EXPENSE FORM		R 2/28/2020		7.44CR	070805	7.44
019290 PHEASANT POINT APARTMENTS							
I-02/2020-GREER	2350 N 20TH #2 - NICOLE GREER		R 2/28/2020		239.00CR	070806	239.00

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VENDOR SET: 01 \*\*\*\* CHECK LISTING \*\*\*\*

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VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
019360	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC						
I-1014929251	E-Z SEAL	R	2/28/2020		72.67CR	070807	72.67
033876	PLUMB-CRAZY PLUMBING						
I-STMT 02/03/2020	CLEAN SWR IN BLDG "D"	R	2/28/2020		300.00CR	070808	300.00
034712	PRAIRIE FIRE COFFEE & ROASTERS						
I-1179238	PRAIRIE FIRE COFFEE & ROA	R	2/28/2020		42.40CR	070809	
I-1189647	COFFEE SUPPLIES	R	2/28/2020		42.40CR	070809	84.80
037174	PRAIRIELAND PARTNERS						
I-10152480	OIL FILTER, OIL	R	2/28/2020		44.35CR	070810	
I-10159075	KOYKER 2IN SEAL KIT	R	2/28/2020		90.00CR	070810	
I-19-42637	BULK HYDRAULIC HOSE	R	2/28/2020		304.12CR	070810	438.47
032887	PROFESSIONAL ENGINEERING						
I-521673	WTP PROJ. 170498-000	R	2/28/2020		3,971.65CR	070811	3,971.65
036212	PROVETLOGIC						
I-622055	4/1 GALLON CASE	R	2/28/2020		389.64CR	070812	389.64
020010	QUALITY MOTORS OF INDEPEN						
I-159590	2009 FORD F-150	R	2/28/2020		1,435.78CR	070813	1,435.78
037023	QUALITY PAINT & BODY						
I-12807	521 REPAIR	R	2/28/2020		2,724.18CR	070814	2,724.18
020020	QUALITY TOYOTA						
I-287238	2016 FORD TRANSIT	R	2/28/2020		154.92CR	070815	154.92
033732	QUEST DIAGNOSTICS						
I-9186128326	NEW EMP DRUG TESTS	R	2/28/2020		105.48CR	070816	105.48
036526	QUILL INC.						
I-3663513	HP 63XL HYBLK/	R	2/28/2020		131.98CR	070817	131.98
021040	R.E. PEDROTTI CO., INC.						
I-00064196-INKTBV	LABOR, TRAVEL, MILEAGE	R	2/28/2020		1,146.00CR	070818	
I-00064219-inktbw	SERVICE/TRAVEL/MIEAGE	R	2/28/2020		1,264.80CR	070818	
I-00064284-INDKWWAD	HYDRORANGER	R	2/28/2020		6,723.60CR	070818	
I-00064487-INDKSVZ20	CELL DATA PLAN	R	2/28/2020		100.00CR	070818	9,234.40

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035848 RANDALL ROMANS							
I-02/2020-BRYANT	312 WESTMINSTER - PAM BRYANT	R	2/28/2020		286.00	CR 070819	286.00
034970 REALPAGE, INC.							
I-2001099819	BACKGROUND CHECKS	R	2/28/2020		179.10	CR 070820	179.10
035995 RED MUNICIPAL & INDUSTRIAL EQUIPMENT CO							
I-13241	HOSE ASSEMBLY & FREIGHT	R	2/28/2020		170.37	CR 070821	170.37
037295 ROBERT KLINE							
I-1302020	SEC DEP REFUND	R	2/28/2020		209.00	CR 070822	209.00
036137 ROMANS OUTDOOR POWER							
I-IC116259	BLADE	R	2/28/2020		47.85	CR 070823	47.85
035229 RUSSELL REFRIGERATION							
I-2620	PARTS	R	2/28/2020		1,139.24	CR 070824	1,139.24
022110 SAYERS ACE HARDWARE INC.							
I-043539	MILK HOUSE HEATER	R	2/28/2020		32.99	CR 070825	
I-K53751	FLR LIGHT BULBS	R	2/28/2020		22.36	CR 070825	
I-K53852	KEYS	R	2/28/2020		22.68	CR 070825	
I-L43855	VINYL FAB PLSTC ADHSV	R	2/28/2020		3.99	CR 070825	82.02
037082 DAVID W SCHWENKER							
I-PEF MILEAGE MAIZE	DAVID W SCHWENKER	R	2/28/2020		143.75	CR 070826	143.75
036202 SECURITY 1ST TITLE LLC							
I-370926	1008 W LAUREL - DUNN	R	2/28/2020		100.00	CR 070827	100.00
036207 SECURITY BENEFIT GROUP							
I-DEC. 13, 2019 PY	DEC. 13, 2019 PAYROLL	R	2/28/2020		2,201.15	CR 070828	
I-DEC. 27, 2019 PY	DEC. 27, 2018 PY	R	2/28/2020		4,588.65	CR 070828	
I-FEB 14, 2020 PY	FEB 14, 2020 PAYROLL	R	2/28/2020		2,213.65	CR 070828	
I-JAN 10, 2020 PY	JAN 10, 2020 PAYROLL	R	2/28/2020		2,213.65	CR 070828	
I-JAN 24, 2020 PY	JAN. 24, 2020 PAYROLL	R	2/28/2020		4,588.65	CR 070828	
I-NOV 22, 2019 PY	NOV. 22, 2019 PAYROLL	R	2/28/2020		4,626.15	CR 070828	
I-NOV. 8, 2019 PY	NOV. 8, 2019 PY	R	2/28/2020		2,238.65	CR 070828	22,670.55
022222 SEK CONSTRUCTION							
I-3045	TEMP BRACING LIBRARY	R	2/28/2020		475.00	CR 070829	
I-3047	REINFORCE BEAM LIB ATTIC	R	2/28/2020		4,820.00	CR 070829	5,295.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
037117	SERVICE PRO OF INDEPENDENCE							
I-4-91584	VEHICLE SERVICE		R	2/28/2020		49.98CR	070830	
I-91670	FULL SERVICE		R	2/28/2020		43.99CR	070830	
I-91938	2010 FORD CROWN VIC		R	2/28/2020		49.98CR	070830	
I-91969	2014 MERCEDES BENZ MED 4		R	2/28/2020		63.97CR	070830	
I-92009	VEHICLE SERVICE		R	2/28/2020		58.48CR	070830	266.40
022320	SHANKS OIL COMPANY							
I-23833	5 1/5 MODIFIED		R	2/28/2020		150.00CR	070831	150.00
1	SHANNON WINEBRENNER							
I-REF SH WINEBRENNER	REF OVRPMT		R	2/28/2020		50.00CR	070832	50.00
034842	DAVID SHATNEY							
I-02/2020-GOODSON	607 1/2 N 8TH-CAROL GOODSON		R	2/28/2020		374.00CR	070833	374.00
022400	SHERWIN WILLIAMS							
I-4517-5	PAINT		R	2/28/2020		33.97CR	070834	
I-4751-0	WELCOME SIGN		R	2/28/2020		109.86CR	070834	143.83
022485	SMITH & LOVELESS, INC.							
I-142221	DOME VACUME, O RING		R	2/28/2020		99.44CR	070835	99.44
037182	SPARKLIGHT BUSINESS							
I-02292020	PT CABLE/INTERNET		R	2/28/2020		18.40CR	070836	
I-02292020-1	PT CABLE/INTERNET		R	2/28/2020		2,544.24CR	070836	
I-02292020-2	PT CABLE/INTERNET		R	2/28/2020		105.94CR	070836	2,668.58
036652	ST JOHN PHYSICIANS INC							
I-239886C7661	NEW EMPLOYEE PHYSICALS		R	2/28/2020		154.00CR	070837	154.00
032440	STAPLES							
I-2425324441	MISC OFFICE SUPPLIES		R	2/28/2020		488.99CR	070838	488.99
033988	STRYKER SALES CORPORATION							
I-2896258	SMRT POWDER KIT		R	2/28/2020		2,110.84CR	070839	2,110.84
022900	SUNDOWNER TROPHIES							
I-KP07A20	PLAQUE WITH NAME PLATE		R	2/28/2020		83.55CR	070840	83.55
036995	TANNER							
I-SIN011251	PROFESSIONAL SERV REND		R	2/28/2020		2,755.93CR	070841	2,755.93

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VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
037271 TEAM FIRE X INC.							
I-1624010220	ANNUAL FIRE EXTINGUISHER	R	2/28/2020		326.50CR	070842	
I-8107012720	ANNUAL FIRE EXTINGUISHER	R	2/28/2020		30.00CR	070842	356.50
037289 TEXAS DPS							
I-D/L REC RODRIGUEZ	CERT. DRIVING RECORD	R	2/28/2020		10.00CR	070843	10.00
024137 THE CAR SHOP, INC.							
I-1942747	TRAIN	R	2/28/2020		546.10CR	070844	
I-46951	HVAC MODULE, FUSE	R	2/28/2020		333.68CR	070844	879.78
037109 THE PET SHOP							
I-1942743	PET FOOD	R	2/28/2020		24.97CR	070845	24.97
034515 TIDY WHITIE'S LAUNDROMAT							
I-22812	WASH AND FOLD	R	2/28/2020		13.50CR	070846	13.50
035966 TOOLS PLUS INDUSTRIES							
I-47815	MARKING PAINT	R	2/28/2020		727.15CR	070847	727.15
035989 TOTAH COMMUNICATIONS, INC							
I-02012020	ACCT...3446	R	2/28/2020		53.44CR	070848	53.44
036895 TY LUPARDUS							
I-EXP02052020	EXP REPORT	R	2/28/2020		27.67CR	070849	
I-EXP02132020	EXP REPORT	R	2/28/2020		27.84CR	070849	55.51
025004 USA BLUEBOOK							
I-123987	REPL SALT BRIDGE/HACH	R	2/28/2020		173.23CR	070850	173.23
033393 WALMART COM - PD							
I-01242020	WALMART CARD	R	2/28/2020		197.46CR	070851	197.46
037258 WASHINGTON HISTORIC RESIDENCES, LLC							
I-02/2020-HANKS	300 E MYRTLE #101-SHARON HANKS	R	2/28/2020		283.00CR	070852	
I-02/2020-HENKE	300 E MYRTLE #106 - JODY HENKE	R	2/28/2020		154.00CR	070852	
I-02/2020-KEITH	300 E MYRTLE #102 - C KEITH	R	2/28/2020		276.00CR	070852	713.00
027340 WHISTLER GLASS &							
I-24923	CUT SIZE DS	R	2/28/2020		8.96CR	070853	8.96
036933 WIN-911 SOFTWARE							
I-207XT130-2020215	ANNUAL MAINTENANCE	R	2/28/2020		495.00CR	070854	495.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
027530 WOODS LUMBER COMPANY								
C-381570		CREDIT - RETURN PVC NIPP	R	2/28/2020		1.49	070855	
I-18266		RENTAL	R	2/28/2020	734.00CR		070855	
I-379603		PREMIX CONCRETE	R	2/28/2020		17.00CR	070855	
I-379647		PREMIX CONCRETE	R	2/28/2020		17.00CR	070855	
I-379829		MISC SUPPLIES	R	2/28/2020		125.74CR	070855	
I-379888		GENERAL SHOP	R	2/28/2020		474.94CR	070855	
I-380117		MISC SUPPLIES	R	2/28/2020		629.00CR	070855	
I-380342		FIX WTR LINE - HOOFSTOCK	R	2/28/2020		3.29CR	070855	
I-380599		4PK SOFT WHITE BULBS	R	2/28/2020		31.96CR	070855	
I-380649		PGP STAR GOLD/BOARDS	R	2/28/2020		207.14CR	070855	
I-380707		PLAYGROUND RR	R	2/28/2020		9.49CR	070855	
I-380729		METAL RECIP BLADE	R	2/28/2020		23.99CR	070855	
I-380791		QUICK CHANGE ARBOR	R	2/28/2020		19.99CR	070855	
I-380793		ZINC CORNER IRON	R	2/28/2020		6.99CR	070855	
I-380808		3/15X7 SDS = BIT	R	2/28/2020		10.99CR	070855	
I-381078		#2 GROUND CONT/BOLTS	R	2/28/2020		144.06CR	070855	
I-381102		HURRICANE TIE H1Z - U SHP	R	2/28/2020		20.64CR	070855	
I-381127		250/BG MW SCREW 1.5" WHT	R	2/28/2020		24.99CR	070855	
I-381455		OXYGEN/ACETYLENE/BLD	R	2/28/2020		99.49CR	070855	
I-381513		4" GRIND/CUT ARBOR/DISC	R	2/28/2020		22.94CR	070855	
I-381627		ZOO GATE & SIGNS	R	2/28/2020		33.36CR	070855	
I-381688		SIDING/GALV BOX/STAKE	R	2/28/2020		25.48CR	070855	
I-381759		INSULATION - CITY HALL	R	2/28/2020		36.18CR	070855	
I-381774		CAUTION TAPE	R	2/28/2020		35.97CR	070855	
I-381780		MISC SUPPLIES	R	2/28/2020		751.99CR	070855	
I-381781		MISC SUPPLIES	R	2/28/2020		157.99CR	070855	
I-381874		HINGE - BEARDED DRAGON	R	2/28/2020		14.99CR	070855	
I-381907		TOWER	R	2/28/2020	11.55CR		070855	
I-381908		LIGHT BULBS - BATHROOMS	R	2/28/2020		39.99CR	070855	
I-382082		MISC SUPPLIES	R	2/28/2020		20.00CR	070855	
I-382115		MACAW CAGE	R	2/28/2020		15.99CR	070855	
I-382225		MISC SUPPLIES	R	2/28/2020		104.99CR	070855	
I-382666		GALV NIPPLE/GALV COUPLING	R	2/28/2020		5.28CR	070855	
I-382802		WELCOME TO INDY SIGNS	R	2/28/2020		37.10CR	070855	
I-382894		POP RIVET 1/8"DIA-1/2 GRI	R	2/28/2020		8.99CR	070855	
I-383019		1/8" GALV COUPLING	R	2/28/2020		3.79CR	070855	3,925.79

\*VOID\* VOID CHECK V 2/28/2020 070856 \*\*VOID\*\*

\*VOID\* VOID CHECK V 2/28/2020 070857 \*\*VOID\*\*

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*VOID*	VOID CHECK	V	2/28/2020		070858	**VOID**	
029045	ZOLL MEDICAL CORPORATION						
I-3012475	AUTOPULSE LI-ION BATTERY	R	2/28/2020		808.50CR	070859	808.50

** T O T A L S **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	171	0.00	290,919.63	290,919.63
HANDWRITTEN CHECKS:	1	0.00	2,500.00	2,500.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	11	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	183	0.00	293,419.63	293,419.63

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 23581 Regular Payments - 02/28/2020

VENDOR SET: 01 \*\*\*\*\* CHECK LISTING \*\*\*\*\*

BANK : AP Community National Bank

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	AMOUNT
--------	-------------	------	------------	------------	----------	--------------	-----------	--------

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
01	2/2020	97,272.33CR
08	2/2020	1,212.56CR
10	2/2020	3,971.65CR
17	2/2020	439.99CR
21	2/2020	10,044.00CR
26	2/2020	4,975.00CR
31	2/2020	2,336.56CR
33	2/2020	99,109.14CR
37	2/2020	1,465.29CR
46	2/2020	2,600.00CR
49	2/2020	1,064.00CR
50	2/2020	739.97CR
51	2/2020	4,542.40CR
52	2/2020	25,685.96CR
53	2/2020	9,638.96CR
54	2/2020	185.00CR
56	2/2020	709.40CR
57	2/2020	50.00CR
58	2/2020	5,257.00CR
59	2/2020	1,084.00CR
96	2/2020	21,036.42CR

=====

ALL		293,419.63CR
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ORDINANCE NO. P – 1829

An ordinance making appropriation for the payment of certain claims. Be it ordained by the City Council of the City of Independence.

Section 1. That in order to pay the claims herein stated which have been properly audited and approved. There is hereby appropriated out of the respective funds in the City Treasury the sum for each claim.

Section 2. That this ordinance shall take effect and be in full force from and after its passage.

Approved this 27<sup>th</sup> day of February 2020.

\_\_\_\_\_ Mayor

Attest: \_\_\_\_\_ City Clerk

Ordinance # P – 1829

\$ 135,911.92

ORDINANCE NO. P – 1830

An ordinance making appropriation for the payment of certain claims. Be it ordained by the City Council of the City of Independence.

Section 1. That in order to pay the claims herein stated which have been properly audited and approved. There is hereby appropriated out of the respective funds in the City Treasury the sum for each claim.

Section 2. That this ordinance shall take effect and be in full force from and after its passage.

Approved this 27<sup>th</sup> day of February 2020.

\_\_\_\_\_ Mayor

Attest: \_\_\_\_\_ City Clerk

Ordinance # P – 1830

\$ 133,539.67



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**February 27, 2020**

Department Park & Zoo

Director Approval Barb Beurskens

**AGENDA ITEM** Community Access Center 5K Run/Walk

**SUMMARY RECOMMENDATION** Approve request

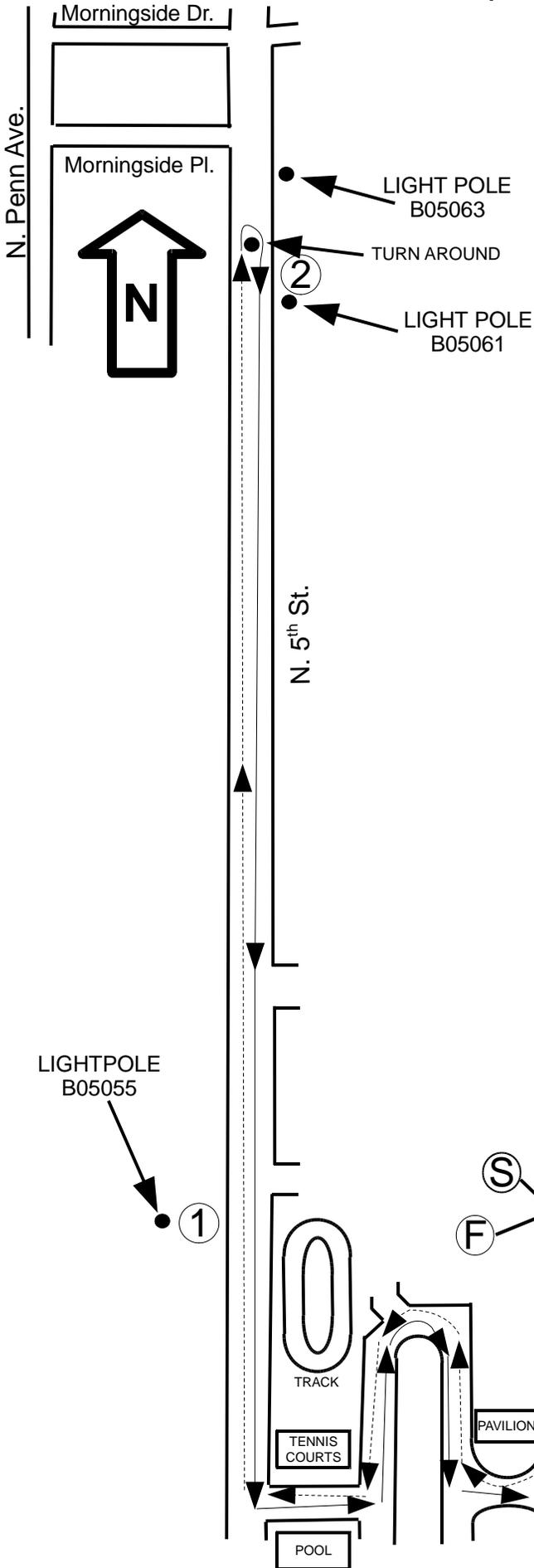
**BACKGROUND** Independence Community Access Center is requesting permission to conduct a 5K Run/Walk in the park on March 28, 2020. This is their 2nd time hosting this event. The run/walk is schedule from 7:00 a.m. to 12:00 p.m. They are requesting blocking off the same roads as all the other 5K Runs in the park have used. Map is attached. We believe this event creates good community involvement.

**BUDGET IMPACT** Approval of this event will increase the park's cost for janitorial supplies and staff to place and remove barricades.

**SUGGESTED MOTION** I move to approve the request for the Community Access Center 5K Run/Walk on March 28, 2020 at Riverside Park.

**SUPPORTING DOCUMENTS** 5K Map

# 5K Independence, KS



**Start, finish, mile markers and turnaround all marked with nail and washer**

**Start:** West of backstop, 27'9" SW of storm grate on North side of road and 28" SW of storm grate on south side of road.

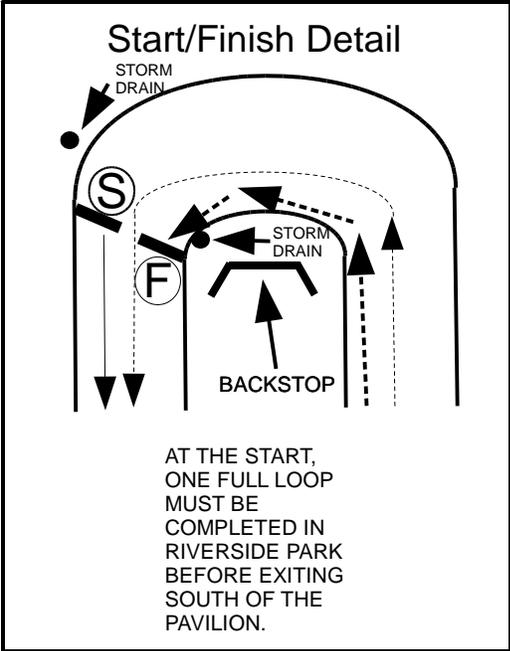
**Mile 1:** Even with light pole #B05055 on west side of street.

**Turnaround:** 86'6" South of light pole #B05063 on East side of street to the south of Morningside Pl.

**Mile 2:** 99'3" North of light pole #B05061 on East side of street.

**Mile 3:** Even with 1<sup>st</sup> utility pole to the North of Wells Dr. on the east side of the road.

**Finish:** West of backstop, 27'9" SW of storm grate on North side of road and 28" SW of storm grate on south side of road.





**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**February 27, 2020**

**Department** Administration

**Director Approval** K. Passauer

**AGENDA ITEM** Consider authorizing blocking the 100 block of West Myrtle Street every Saturday from 7 AM to 11 AM from May through August of 2020 for the Independence Farmers Market.

**SUMMARY RECOMMENDATION** Approve request.

**BACKGROUND** City staff received a request for approval of the annual Farmers Market downtown every Saturday May through August of 2020. Approval will authorize blocking the 100 block of West Myrtle Street from 7 AM to 11 AM.

**BUDGET IMPACT** This activity would encourage citizens and visitors to come downtown, which could encourage additional local business sales.

**SUGGESTED MOTION** I move to authorize blocking the 100 block of West Myrtle Street every Saturday from 7 AM to 11 AM from May through August of 2020 for the Independence Farmers Market.

**SUPPORTING DOCUMENTS** Request from Carolyn Torrance

**From:** [Carolyn Torrance](#)  
**To:** [Kelly Passauer](#)  
**Subject:** Farmers' Market  
**Date:** Friday, February 14, 2020 3:23:28 PM

---

On behalf of the Independence Farmers' Market, I would like to ask the City Commission to allow Independence Farmers' Market to, once again, operate from May-August, 7:00-11:00, for the coming 2020 season. The time includes 30 minutes to set up and tear down before and after the 7:30-10:30 operating time.

This upcoming season marks the 13th year of operation in this location. We are grateful for the support the City has offered for those years.

We would also like to request use of the City's roadway barriers as in the past.

Thank you,  
Carolyn Torrance  
Market Coordinator

Get [Outlook for Android](#)



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**February 27, 2020**

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**Department** Park & Zoo      **Director Approval** Barb Beurskens

**AGENDA ITEM**    Drive Thru Flu Shots at the Park Oval

**SUMMARY RECOMMENDATION**    Approve Request

**BACKGROUND**    On Saturday, October 10th the First Presbyterian Church would like to sponsor free flu shots to drivers and passengers at the oval while sitting in their car. They usually have 300 doses to distribute. They start at 7:00 a.m. and end at noon. In the past years this has been well attended. This is a great community service to Independence residence.

**BUDGET IMPACT**    None

**SUGGESTED MOTION**    I move we approve the request from Susan Kleinbeck from the First Presbyterian Church to use the park oval on Saturday, October 10th, for the free drive thru flu shot distributions.

**SUPPORTING DOCUMENTS**    Park Activity Application

City of Independence  
Park Activity Application  
& Open Area's Event Application

Event Date: Oct 10, 2020 Time: Start 7:00 A Ending Noon Size of Group 250

Type of Event: Concert:  Display:  Exhibit:  Other: Free Flw shot event

Individual/Business/ Organization: First Presbyterian Church

Individual/Business Address: P.O. Box 612

Non Profit Organization  Yes  No If so provide documentation.

Contact Person: Susie Kleinbeck Phone Number: 620 332 4011

Are you renting a building: No

Please describe your event: Public drive in auto around the oval and receive a free flw shot while sitting in car

Area of the park you are planning on using: oval and "schoolhouse" shelter

Service's Needed:

Barricades  Yes  No If yes, provide a map for placement.

Street Closing Needed:  Yes  No If yes, provide a map for location.

Time of street closing: From: \_\_\_\_\_ To: \_\_\_\_\_

**Any closing will need Commission Approval.**

Electricity  Yes  No If so provide the location. at the "schoolhouse" shelter

Portable Electrical Boxes needed:  Yes  No If yes, how many? \_\_\_\_\_

Trash Container's: Trash Barrels  Yes  No If yes, How many? 3

Dumpster  Yes  No If yes, How many? \_\_\_\_\_

Extra charges may apply for dumpsters.

Special Arrangements: \_\_\_\_\_  
\_\_\_\_\_

Police, EMS or Fire Department Needed: \_\_\_\_\_ Yes  No If yes, please provide details:  
\_\_\_\_\_  
\_\_\_\_\_

Other City Equipment Requested: None  
\_\_\_\_\_

Attachments:

- 1. A site plan of the event indicating the area being requested and how it will be secured.

Signature of Renter: SKlenbeck

Date: 23 Jan 2020

Approved by: Barb Bemsters Date: 2/3/2020

Date Paid: no charge Receipt #: \_\_\_\_\_



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**February 27, 2020**

**Department** Safety & Code Enforcement

**Director Approval** *David Cowan*

**AGENDA ITEM** Replacment Fire-EMS Vehicle

**SUMMARY RECOMMENDATION** City staff recommends purchasing 2020 F250 from Quality Motors.

**BACKGROUND** The Independence Fire-EMS is replacing a 2006 F-250 First Response vehicle that the City of Independence received from Homeland Security for first response and MCI response with our disaster trailer. The replacement vehicle meets the specifications of the Homeland Security vehicle and is able to respond with the MCI trailer in the event of a disaster. The agreement with Homeland Security is that the City would replace the vehicle with a like vehicle and maintain the ability to respond to MCI events in our region. The Homeland Security vehicle will be transitioned to the Fire Fleet and utilized as a brush truck for grass and brush fires. The City of Independence advertised this bid on the web page and sent bid packages to the local dealerships.

**BUDGET IMPACT** Fire-EMS budgeted \$35,000 in the CIP for this purchase in 2020.

**SUGGESTED MOTION** I move that the City approve the purchase of a F250 from Quality Motors for \$33,362.56

**SUPPORTING DOCUMENTS**

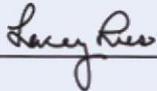
1. Bid Advertising Documents
2. Quality Motors Bid

# ADVERTISEMENT FOR BID

The City of Independence, Kansas, is accepting bids for a new Ford or Dodge Crew Cab for the City's Public Safety/Fire-EMS Department, meeting or exceeding the attached specifications.

Bids will be in the office of the City Clerk, 811 W. Laurel Street, Independence, Ks. 67301, on or before 2:00 p.m. Thursday, February 20<sup>th</sup>. Bids shall be enclosed in a sealed envelope plainly marked on the outside "Public Safety Vehicle". If bid is mailed, original envelope shall be enclosed in a separate envelope addressed to the City Clerk, also plainly marked on the outside as stated above. E-mail or fax bids will not be accepted. The apparent low bid will then be presented to the Independence City Commission at their next regular meeting for their formal action.

The city 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. The City Manager may require that no bidder may withdraw a bid for a period of up to forty-five (45) days after the date and hour set for opening bids, but that a bid may be withdrawn up to twenty-four (24) hours prior to expiration of the deadline for submitted bids.



\_\_\_\_\_  
Lacey Lies, Director of Finance

01/27/2020  
\_\_\_\_\_

Date



# SPECIFICATIONS & BID SHEET

**TRUCK:** \$ \_\_\_\_\_

2019 OR 2020 FORD F-250, 4X4, CREW CAB 160" WHEELBASE

OR

2019 OR 2020 DODGE 2500, 4X4, CREW CAB, 149" WHEELBASE

OR

2019 OR 2020 CHEVROLET 2500, 4X4, CREW CAB, 158.94" WHEELBASE

CLOTH 40/20/40 FRONT SEATS

RED EXTERIOR

GREY CLOTH INTERIOR

PREFERRED EQUIPMENT PACKAGE, XLT TRIM, TRAILER TOW PACKAGE,

AMFM/MPS/CLOCK/PHONE/GPS

6.2 EFI V8 / 6.4L HEAVY-DUTY V8

AUTOMATIC TRANSMISSION

AUTO LOCK/WINDOWS

PLAT RUNNING BOARDS

110V/400W OUTLET

SPARE TIRE

XTRA HEAVY DUTY ALTERNATOR

**TRADE-IN** \$ \_\_\_\_\_

2005 FORD F-250 XL, 64,000 MILES

DELIVERY INCLUDED TO:

CITY HALL

811 W LAUREL ST

INDEPENDENCE, KS 67301

FOR QUESTIONS, PLEASE CONTACT:

DAVID COWAN, PUBLIC SAFETY DIR.

[DAVIDC@INDEPENDENCEKS.GOV](mailto:DAVIDC@INDEPENDENCEKS.GOV)

(620) 332-2528



# SPECIFICATIONS & BID SHEET

TRUCK:

\$ 33362.56

2019 OR 2020 FORD F-250, 4X4, CREW CAB 160" WHEELBASE

OR

2019 OR 2020 DODGE 2500, 4X4, CREW CAB, 149" WHEELBASE

OR

2019 OR 2020 CHEVERLET 2500, 4X4, CREW CAB, 158.94" WHEELBASE

CLOTH 40/20/40 FRONT SEATS

RED EXTERIOR

GREY CLOTH INTERIOR

PREFERRED EQUIPMENT PACKAGE, XLT TRIM, TRAILER TOW PACKAGE,

AMFM/MPS/CLOCK/PHONE/GPS

6.2 EFI V8 / 6.4L HEAVY-DUTY V8

AUTOMATIC TRANSMISSION

AUTO LOCK/WINDOWS

PLAT RUNNING BOARDS

110V/400W OUTLET

SPARE TIRE

XTRA HEAVY DUTY ALTERNATOR

TRADE-IN

\$ 7,000

2005 FORD F-250 XL, 64,000 MILES

DELIVERY INCLUDED TO:

CITY HALL

811 W LAUREL ST

INDEPENDENCE, KS 67301

FOR QUESTIONS, PLEASE CONTACT:

DAVID COWAN, PUBLIC SAFETY DIR.

DAVIDC@INDEPENDENCEKS.GOV

(620) 332-2528



CNGP530

VEHICLE ORDER CONFIRMATION

02/07/20 16:04:09

==>

Dealer: F53659

Page: 1 of 1

2020 F-SERIES SD

Order No: 0001 Priority: D1 Ord FIN: QA933 Order Type: 5B Price Level: 035  
Ord PEP: 603A Cust/Flt Name: INDY F250 PO Number:

RETAIL		RETAIL	
W2B	F250 4X4 CREW/C \$45775	18B	PLAT RUNNING BD \$445
	160" WHEELBASE		10000# GVWR PKG
PQ	RACE RED	425	50 STATE EMISS NC
3	40/20/40 CLOTH	512	SPARE TIRE/WHL2 NC
S	MEDIUM EARTH GR		JACK
603A	PREF EQUIP PKG	67D	200/240 AMP ALT NC
	.XLT TRIM		SP DLR ACCT ADJ
	.AMFM/MP3/CLK		SP FLT ACCT CR
996	.6.2L EFI V8 ENG NC		FUEL CHARGE
44S	6-SPD AUTOMATIC NC	B4A	NET INV FLT OPT NC
	LT275/65BSWAS18		DEST AND DELIV 1595
X37	3.73 REG AXLE NC	TOTAL	BASE AND OPTIONS 47815
	JOB #1 BUILD	TOTAL	47815
	TRAILER TOW PKG	*THIS IS NOT AN INVOICE*	
	FLEET SPCL ADJ NC		

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC05190

# Trade In Breakdown

## NADA

Publication: 02/2020, Region: Midwest

2006 FORD TRUCK F250 Super Duty-V8 Crew Cab XL 4WD..... \$5,175

**VIN: 1FTSW21586EA60682**

MSRP.....	29930
Weight.....	6395
Condition.....	Rough
Total Value without mileage.....	\$5,175
Mileage adjustment (65000) miles.....	\$2,000

Quality Motors Of Independence - Josh Cook

NADA publication for Kansas: Publication: 02/2020, Region: Midwest  
Values are subjective opinions. NADA and vAuto, Inc. assume no responsibility for errors or omissions.  
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**Quality Motors Inc.**  
 2022 W. Main Street  
 Independence, KS 67301  
 (620) 331-6090

**Quote**

**INVOICE**

**Customer**

Name Independence Public Safety  
 Address City Hall 811 W Laurel St.  
 City Independence State KS ZIP 67301  
 Phone

Date 1/16/2020  
 Order No.  
 Rep  
 FOB

Qty	Description	Unit Price	TOTAL
1	2020 F250 Super Duty 4WD Crewcab 160" WB Price Includes trade deduction  Trade in: 2006 F250 Super Duty 4WD Crewcab \$7000	\$26,362.56	\$26,362.56

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

SubTotal	\$26,362.56
Shipping & Handling	\$0.00
Taxes	State
<b>TOTAL</b>	<b>\$26,362.56</b>

**For more information, contact Jon Cook at 620-331-6090**

*Thank You!*



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**February 27, 2020**

---

**Department** \_\_\_\_\_ **Housing** \_\_\_\_\_ **Director Approval** \_\_\_\_\_ **April Nutt** \_\_\_\_\_

**AGENDA ITEM** Execute the 2019 Tenant Based Rental Assistance Grant award agreement between the City of Independence, Kansas and the Kansas Housing Resources Corporation.

**SUMMARY RECOMMENDATION** Execute agreement.

**BACKGROUND** The Independence Housing Authority has written, submitted and managed a Tenant Based Rental Assistance Grant on behalf of the City of Independence since 1998.

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

**SUGGESTED MOTION** I move to authorize the Mayor to sign the attached Grant Agreement No. M-19-SG-20-0140 and the Home Investment Partnerships Program Authorized Signature Designation Form.

**SUPPORTING DOCUMENTS**

1. Grant Agreement No. M-19-SG-20-0140
2. Home Investment Partnerships Program Authorized Signature Designation Form.

**HOME Investment Partnerships Program**  
**State of Kansas**  
CFDA No. 14.239

**Grant Agreement No. M-19-SG-20-0140**

**By and between the**

**Kansas Housing Resources Corporation (KHRC)**

**And**

**City of Independence, Kansas**  
**DUNS No: 073031411**

**I. Grant Agreement**

- A. This Grant Agreement, hereinafter called "Agreement" is between the **Kansas Housing Resources Corporation**, hereinafter called "**Corporation**" and **City of Independence, Kansas** hereinafter called the "Grantee." This Agreement consists of the body and the following attachment, which is incorporated herein: **Attachment A –Description of Activities.**
- B. Together, they embody the entire Agreement between the Corporation and Grantee with the respect to this grant program. All prior agreements, representations, statements, negotiations, and understandings with respect to this program are superseded hereby.

**II. Authority**

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title II of the *National Affordable Housing Act of 1990*, hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department has elected to administer the federal program of *HOME Investment Partnerships Program*, hereinafter called "HOME."
- B. The Corporation, in accordance with provisions of *K.S.A. 74-50001 et seq.*, hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's HOME Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.

**III. Description of Activities**

Grantee agrees to perform, or cause to be performed, the work specified in the Attachment A and in compliance with the requirements of 24 CFR Part 92 and all State and Corporation Tenant Based Rental Assistance program requirements and policies.

**IV. Period of Performance & Commitment**

- A. The period of performance for all activities assisted by this Agreement shall commence upon grant execution, hereinafter called the "Commencement Date," and shall be complete on **November 1, 2022**, hereinafter called the "Completion Date," except those activities required for closeout.

- B. All FFY 2018 funds must be committed to projects according to the HOME Rule by November 1, 2021, hereinafter called the "Commitment Date."

V. Compensation

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Corporation shall provide the Grantee a total of **\$90,000** in Federal HOME funds. In addition, up to 7% of the amount awarded for direct assistance may be requested for program delivery costs/administration. The Grantee will be reimbursed according to the schedule provided for eligible costs including inspections and re-inspections, income certifications and recertifications. If the 7% administration is not drawn by the time the subsidy is fully expended, the remaining administration will not be reimbursed but may be converted to subsidy with KHRC approval. No other administrative fee will be provided.
- B. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$90,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the responsibility of the Grantee.
- C. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Corporation may terminate or amend this Agreement and will not be obligated to pay the Grantee from State Revenues.
- D. The Grantee shall not anticipate future funding from the Corporation beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Corporation to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the Corporation and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement. Grantee's liability to indemnify the Corporation and its officers and employees shall include liability arising from lead-based paint regulations found in 24 CFR 35.

VII. Obligations of Grantee

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractor) under the direct supervision of the Grantee and in accordance with the terms of written contracts.
- B. The grantee shall adhere to the TBRA Administrative Plan submitted by the Grantee and approved by the Corporation. Any changes to the TBRA Administrative Plan must be submitted by the Grantee and approved by the Corporation prior to implementation.
- C. A certified HQS inspector shall perform all initial, annual, periodic and/or special unit inspections. Inspections shall be in accordance with guidelines provided in 24 CFR 982.401.
- D. The grantee shall adhere to lead based paint program requirements for all units. This requirement applies to tenants requesting security/utility deposits as well as to those applying for rental assistance coupons. During initial and periodic inspections, an inspector acting on the behalf of the designated party and trained in visual assessment for deteriorated paint surfaces in accordance with procedures established by HUD shall conduct a visual assessment of all painted surfaces in order to identify any deteriorated paint (24 CFR Part 35.1215 (a)(1). The visual assessment must take place as part of the initial and periodic inspections required by HUD. (24 CFR Part 35, Sec. 92.209(i). TBRA funding cannot be provided until the unit passes the lead based paint visual inspection.

- E. If assisted occupancy has commenced prior to an annual or periodic inspection, and the visual inspection reveals deteriorated lead-based paint, the owner shall stabilize each deteriorated paint surface in accordance with 24 CFR Part 35.1330(a) and (b). Such paint stabilization must be completed within 30 days of notification to the owner of the results of the visual assessment. Depending upon the scope of the work undertaken to stabilize the paint, and if necessary, the owner at his/her expense, is responsible for relocating the tenants to a comparable, safe, and sanitary dwelling free of lead-based paint while the work is taking place. Paint stabilization is considered complete when clearance is achieved in accordance with 24 CFR Part 35.1340. The owner shall provide a notice to occupants in accordance with 24 CFR 35.125(b)(1) and (c) describing the results of the clearance examination.
- F. The grantee shall provide lead based paint disclosure information to all tenants and landlords. Optional blood level verification forms will be provided to tenants with children under age 6 who have selected units that were constructed prior to 1978. Addresses of tenants with children under age 6 living in pre-1978 structures will be provided to the Local Health Department quarterly. (Refer to the attached 24 CFR 35.1225)
- G. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of part or the entire program being assisted under this grant.
- H. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.
- I. The Grantee shall adhere to the uniform administrative requirements of 24 CFR 92.505.
- J. Pursuant to the requirements of Appendix II to 2 CFR Part 200, The Grantee shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).

VIII. **Program Costs**

- A. The Grantee, if not environmentally exempt, shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Corporation has issued the "Notice of Release of Funds."
- B. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this Agreement is not duly executed by the Grantee, the Corporation shall be under no obligation to pay the Grantee for any costs incurred or monies spent in conjunction with program activities, or to otherwise pay for any activities performed during such period.
- C. At any time during the period of performance under this Agreement, the Corporation may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Corporation shall disallow any items of expense not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.

IX. **Drawdown of Grant Funds**

- A. The Grantee shall be entitled to drawdown funds at the time the funds are actually needed for payment. Funds are to be drawn for immediate cash needs only, as required in U.S. Department of Treasury Circular 1075. The Grantee shall not issue TBRA to a beneficiary until such time as all project set-up information has been received and entered into the Integrated Disbursement Information System (IDIS).
- B. The Grantee shall establish procedures to ensure that any funds set forth in (A) above shall be expended within fifteen (15) days of receipt of the funds in the electronic depository account.

X. **Depositories for Program Funds**

- A. The Grantee must establish, or have established, an account in a local financial institution for the receipt, deposit, and disbursement of HOME Program funds.
- B. The local account shall also be used for the deposit and disbursement of repayments of HOME funds. TBRA and security deposit program repayments of HOME funds must be refunded to the Corporation for return to HUD. Program income must be disbursed prior to requesting HOME funds from the Corporation.

XI. **Financial Management**

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds used in the HOME Program, and follow the requirements of 24 CFR 85.20 and 2 CFR 200, respectively.
- B. Grantees shall certify to the Corporation, in writing, prior to making the first drawdown of funds that the system proposed for use shall meet the following standards:
  - 1. Maintenance of separate accounting records and source documentation for the HOME Program;
  - 2. Provision for accurate, current, and complete disclosure of the financial status of the Program;
  - 3. Establishment of records of budgets and expenditures for each approved activity;
  - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
  - 5. Provision of financial status reports in the form specified by the Corporation.
  - 6. Compliance with the Corporation audit requirements (2 CFR 200 ); and,
  - 7. Consistency with generally accepted accounting principles or other basis of accounting as specified by the Kansas Department of Administration, if applicable, and 24 CFR 85.20.
- C. Grantees shall transfer to the Corporation any HOME funds on hand at the time of expiration of this Agreement, and any accounts receivable attributable to the use of HOME funds, as required in 24 CFR 92.503.

XII. **Program Income**

The Grantee shall retain any repayment, interest, and any other return on the investment of HOME funds to be used for additional eligible activities under this Agreement.

XIII. **Recordkeeping**

The Grantee shall establish and maintain sufficient records for five years to enable the Corporation to determine whether the Grantee has met the requirements of the HOME Program. The Grantee shall follow the guidelines in 24 CFR 92.508.

XIV. **Monitoring and Reporting**

- A. The Grantee shall monitor the activities of the HOME Program, including those of the contractors and subcontractors, to assure that all program requirements are being met. The Grantee shall establish and maintain a standard procedure for internal monitoring.
- B. The Grantee shall submit quarterly progress reports to the Corporation. The reporting periods consist of **October/November/December, January/February/March, April/May/June, and July/August/September**. *Quarterly Progress Reports* are to be submitted to the Corporation on or before ten (10) days after the end of each quarter (**April 10, July 10, October 10, and January 10**). A *Quarterly Progress Report* shall be

submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. A *Grant Completion Report* is required of the Grantee within 60 days of the final payment request.

- C. From time to time, as requested in writing by the Corporation, the Grantee shall submit such data and other information as the Corporation may require.
- D. Failure to report as required or respond to requests for data or information in a timely manner shall be grounds for suspension or termination of the Grant at the discretion of the Corporation.

XV. **Procurement Procedures**

- A. The Grantee shall use established procurement procedures, which reflect applicable State and local law and regulations, and the Corporation's Procedures for the establishment of procurement systems (24 CFR 84.40-84.48).
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.
- C. The Grantee shall abide by the requirements of 24 CFR 24.200 and 2 CFR 200 Appendix II (H) concerning debarment and suspension on procurement procedures.

XVI. **Program Closeout**

- A. Program Closeout is the process by which the Corporation determines that all applicable actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Corporation monitoring visits must be cleared prior to closeout.
- B. Program closeout will occur when all grantee projects are closed, when the *Grant Completion Report* is received within 60 days of the final drawdown, when audits for the appropriate time periods have been conducted, and when the audit reports have been submitted and accepted by the Corporation.

XVII. **Termination for Convenience**

- A. The Corporation or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.
- C. If a project is terminated before its completion, an amount equal to the HOME funds disbursed for the project must be paid by the HOME recipient to its HOME Investment Trust Fund. Such Funds are due to the Corporation within 30 days of the date of project cancellation. Such funds shall be returned to HUD by the Corporation in compliance with HUD Notice CPD 92-18, issued June 9, 1992.

XVIII. **Suspension or Termination-for Cause**

- A. The Corporation may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee, withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Corporation to terminate the grant.

- B. The Corporation, after reasonable notice following procedures pursuant to Section XVIII (A) of this Agreement, may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Corporation shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date.

**XIX. Audit Requirements**

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the organization/grant. All audits must be performed by an independent auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) shall be conducted in accordance with the requirements set forth in 2 CFR 200.
  - 1. If the Grantee expends \$750,000 or more of federal awards during the local fiscal year, a single audit is required in accordance with 2 CFR 200.501.
  - 2. If the Grantee expends more than \$25,000 but less than \$750,000 of federal awards during the local fiscal year, the grantee has the option of a single audit, or a program-specific audit conducted on a fiscal year basis, as required in 24 CFR Part 84.26 and 85.26. The program-specific audit must include a schedule of expenditures of federal awards.
- C. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than nine months after the end of the audit period unless agreed to by the Corporation.
- D. If any expenditures are disallowed as a result of an audit, the obligation for reimbursement to the U.S. Treasury shall rest with the Grantee.

**XX. Retention of and Access to Records**

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Corporation's Procedures and in accordance with 24 CFR 85.42 and 24 CFR 92.508.
- B. Authorized representatives of the Corporation, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and receipt of assistance under the HOME Program as may be necessary to make audits, examinations, excerpts, and transcripts.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

**XXI. Conflict of Interest**

- A. In the procurement of supplies, equipment, construction, and services by Grantees and subgrantees, the conflict of interest provisions at 2 CFR 200.112, and 24 CFR 85.36, respectively, shall apply. In all cases not governed by the provisions of said circular and regulation, the provisions of subsection (B) and 24 CFR 92.356 (b) shall apply.
- B. No member of the Governing Body, officers or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.

- C. The Grantee shall incorporate, or cause to be incorporated in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ, any employee of the Corporation.

**XXII. Equal Opportunity**

In addition to all equal opportunity provisions and the Assurances incorporated by the reference herein, the Grantee agrees to comply with all the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provision to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties. Grantee will conduct and administer the grant in conformity with 24 CFR 92.350.

**XXIII. Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No appropriated federal funds have been paid, or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit *Disclosure Form to Report Lobbying* (Standard Form-LLL), in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**XXIV. Waiver of Enforcement**

No waiver by the Corporation of the right to enforce any provision of this Agreement shall be deemed a waiver of the right to enforce each and all the provisions hereof.

**XXV. Revisions and Amendments and Approvals**

- A. Any changes to this Agreement shall constitute an amendment.
- B. The Grantee shall notify the Corporation if, through the use of other funds, there is an intention to expand, enhance, or add to the scope of the program, covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas, or activities of this program. The Corporation reserves the right to require an amendment to this Agreement if such is deemed necessary.
- C. Amendments of the terms of this Agreement shall not become effective unless reduced to writing, numbered, and signed by the Corporation and the duly authorized representative of the Grantee.

**XXVI. Contractual Provisions Attachment**

The provisions found in Contractual Provisions Attachment, which is attached hereto.

**Dated by the Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_**

**KANSAS HOUSING RESOURCES CORPORATION**

By: \_\_\_\_\_  
Ryan Vincent  
Executive Director  
Kansas Housing Resources Corporation

Notary Public:  
State of Kansas            )  
                                          ) ss.  
County of Shawnee        )

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

**GRANTEE**

**City of Independence, Kansas**

By: \_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Printed Name and Title of Authorizing Official for Grantee

Notary Public:  
State of Kansas            )  
                                          ) ss.  
County of \_\_\_\_\_)

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**February 27, 2020**

**Department** Administration

**Director Approval** Kelly Passauer

**AGENDA ITEM** Consider the following revised proposals from TreanorHL for architectural services relating to 1916 City Hall:

1. Additional Construction Administration
2. City Hall and Public Safety Center Concept Design

**SUMMARY RECOMMENDATION** Staff recommends approval.

**BACKGROUND** These items were discussed at the December 19, 2019 City Commission Meeting.

Regarding the Additional Construction Administration TreanorHL was asked to amend the proposed agreement to reflect a cost per visit rather than a fixed fee. TreanorHL asked that they be compensated for additional time above and beyond a trip charge, to which the Commission indicated that would be allowable if it was within reason. The revised proposal provides for a maximum fee of \$14,200 based on not more than eight site visits, review of submittals and response to questions, and review of not more than eight general contractor pay applications requests.

Regarding the City Hall and Public Safety Center Concept Design TreanorHL was asked to revise the proposal from four options to two options as shown below:

- ~~1. 1916 City Hall: Provide all city departments within the existing footprint.~~
2. 1916 City Hall with police department: Provide all city departments and the police department at this facility. This option will include an addition to the existing building.
3. Fire and EMS Department at Apparatus Bay: Provide addition to the existing apparatus bay for the fire department.
- ~~4. Fire, EMS and Police Department at Apparatus Bay: Provide addition to the existing apparatus bay for the fire department.~~

The following work would be included in the proposal:

1. Site Plan
2. Floor Plan
3. Narrative describing scope of work for architectural, structural, and mechanical, electrical, and plumbing systems.
4. Estimate of probable construction and project costs.

## **BUDGET IMPACT**

1. Additional Construction Administration – The estimated fee decreased from a fixed architectural fee of \$18,200 plus reimbursables to an estimated maximum architectural fee of \$14,200 plus reimbursables.
2. City Hall and Public Safety Center Concept Design -- The lump sum fee decreased from \$25,000 to \$12,750.

**SUGGESTED MOTION** I move to approve revised proposals for 1) Additional Construction Administration, and 2) City Hall and Public Safety Center Concept Design from TreanorHL for architectural services relating to 1916 City Hall.

## **SUPPORTING DOCUMENTS**

1. Revised Proposal for Additional Construction Administration
2. Revised Proposal for City Hall and Public Safety Center Concept Design

February 20, 2020

Kelly Passauer, Assistant City Manager  
City of Independence  
811 West Laurel Street  
Independence, KS 67301

Re: Proposal for Additional Construction Administration - Revised  
Exterior Building Repair Historic City Hall

Dear Ms. Passauer,

As previously discussed with you and City Commission, our original contract for the Construction Administration (CA) scope of work for the above reference project assumed a much shorter construction time period than the selected general contractor has in his contract for construction. During the contract negotiations for professional services we had assumed a three to six-month construction timeline and had included four site visits associated with construction observation services. This is noted in Attachments A & B of our original professional services agreement.

Hofer & Hofer & Associates, Inc have estimated it will take 427 days or 14 months to complete the construction project. To date, we have provided construction administration services since the end of the bidding process in May and have already made six trips to the site to work with the contractor from July through November. While all of this past work was able to be accomplished within the original contract amount, an amendment to our contract is warranted to cover the additional eight months of construction.

As requested by the City Commission, we have reduced the number of estimated hours we believe will be required each month and have reduced my hourly rate as a Senior Principal for this additional service amendment. In addition to this, we agree that if the Contractor finishes the project early, we will not invoice for the hours estimated for those months that are not needed. Based on the remaining outstanding shop drawings, outstanding construction activity, monthly pay applications and monthly site visits, we believe the additional construction administration services can be handled on an hourly/monthly basis with the estimated maximum additional fee as noted below. (Reference Attachment A: Time/Task Labor Analysis for estimated monthly hours.)

## SCOPE OF SERVICES

### A. ADDITIONAL CONTRACT ADMINISTRATION

1. Provide not more than eight site visits with site visit reports during construction.
2. Review submittals and respond to questions.
3. Review not more than eight general contractor pay application requests

Estimated Maximum Architectural Fee: \$ 14,200



**REIMBURSIBLE COSTS:**

Estimated costs for mileage, rental car and lodging are not included in the fees and will be handled as a reimbursable expense.

**EXCLUSIONS:**

Structural, civil, mechanical, electrical and plumbing engineering, hazardous material abatement, surveying, material sampling and testing.

If there are questions regarding the scope described or included, or if changes to the scope are requested please contact us to revise the proposal. Upon receipt of acceptance we will prepare the appropriate amendment to the current AIA Owner-Architect Agreement.

Sincerely,



K. Vance Kelley AIA  
**PRINCIPAL**

719 SW Van Buren Street, Suite 200  
Topeka, KS 66603

[vkelly@treanorhl.com](mailto:vkelly@treanorhl.com)

- c 785.221.3748
- o 785.235.0012
- d 785.350.650

Cc: file



## TREANORHL ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES

Time/Task Labor Analysis

11/11/2019

2019	Project Lead I 2019 Hourly Rate \$170		Senior Principal 2019 Hourly Rate \$330		
	Office	Field	Office	Field	
December	8	2.5	1	2.5	
2020					
January	8	2.5	1		
February	8	2.5	1	2.5	
March	8	2.5	1		
April	4	2.5	1		
May	4	2.5	1		
June	4	2.5	1	2.5	
July	8	8	1		Project Closeout
	52	25.5	8	7.5	
	\$8,840	\$4,335	\$2,640	\$2,475	Total \$18,290
					\$18,200

## TREANORHL ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES - Revised

Time/Task Labor Analysis

2/20/2020

2019	Project Lead I Reduced Rate \$170		Senior Principal Reduced Rate \$300		
	Office	Field	Office	Field	
December	8	2.5	1	2.5	
2020					
January	8	2.5	0.5		
February	8	2.5	1	2.5	
March	4	2	0.5		
April	2	2	0.5		
May	2	2	0.5		
June	2	2	0.5	2	
July	8	4	1		Project Closeout
	42	19.5	5.5	7	
	\$7,140	\$3,315	\$1,650	\$2,100	Total \$14,205
					\$14,200

# TREANORHL

January 11, 2020

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

Re: City of Independence, Kansas  
City Hall and Public Safety Center Concept Design  
Revised Proposal

Dear Kelly,

Per our prior discussions and feedback from the City Commission, we are presenting a proposal to develop concept design options for the 1916 City Hall and a Public Safety Center. The following options will be developed.

1. 1916 City Hall with police department: Provide all city departments and the police department at this facility. This option will include an addition to the existing building.
2. Fire and EMS Department at Apparatus Bay: Provide addition to the existing apparatus bay for the fire department.

For each of the above options the following deliverables will be provided.

1. Site Plan
2. Floor Plan
3. Narrative describing scope of work for architectural, structural, and mechanical, electrical, and plumbing systems.
4. Estimate of probable construction and project costs.

For the above scope of work, we would propose a lump sum fee of \$12,750.00. Services will be billed monthly on the work completed the previous month. This scope would be an additional service to our existing agreement with the City for the renovation of the 1916 City Hall.

We look forward to working with you and assisting the City in the further development of the City Hall and Public Safety Building.

Sincerely,



T. Andrew Pitts AIA, LEED AP bd+c  
**PRINCIPAL**

apitts@treanorhl.com  
c 785.766.5191  
o 816.221.0900





**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**February 27, 2020**

**Department** Finance

**Director Approval** Lacey Lies

**AGENDA ITEM** Consider approving the payment of a job creation incentive for Indy Brew Works.

**SUMMARY RECOMMENDATION** City Staff recommends approving the \$5,000 payment for a job creation incentive for Indy Brew Works based on recommendations from the Economic Development Advisory Board.

**BACKGROUND** A Brewery business was one that was identified by the City, Chamber, and Main Street as a target industry to recruit based on the Roger Brooks Downtown growth strategy. As a target industry, we recommend offering a \$1,000 incentive as jobs are created. Indy Brew Works plans to have five (5) FTE employees within the first year of opening. In the request letter from Indy Brew Works, this funding would help increase their capacity by allowing them to order additional supplies for distribution.

We are requesting that the City enter into a \$5,000 forgivable loan agreement with Indy Brew Works. Indy Brew Works will provide employment reports from the Kansas Department of Labor after the first anniversary date for meeting the first year's job creation commitment (March 31, 2021), and every anniversary thereafter for the remainder of the agreement.

**BUDGET IMPACT** \$5,000 paid out of the economic development fund.

**SUGGESTED MOTION** I move to approve a \$5,000 payment to Indy Brew Works for the job creation incentive.

**SUPPORTING DOCUMENTS**

1. Economic Development Advisory Board Memo
2. Indy Brew Works Request Letter
3. Forgivable Loan

**To:** City Commission  
**From:** Economic Development Advisory Board  
**Subject:** Indy Brew Works Incentive  
**Date:** February 4, 2020  
**cc:** na

The Economic Development Advisory Board (EDAB) has reviewed pertinent documents, past Commission discussions, and other information regarding the incentive previously offered by City staff to Indy Brew Works (IBW) in the amount of \$5,000.00. At the conclusion of that review, EDAB requested that Indy Brew Works submit a new incentive request for Commission review and consideration.

The EDAB is in receipt of said new incentive request and submits it to the Commission for consideration. The EDAB recommends approval of the request in the form of a \$5,000.00, five year forgivable loan for the following reasons:

1. The proceeds will be used for specific purposes outlined in the request.
2. The specified use will generate additional sales and liquor tax revenue for the City.
3. The projected total sales and liquor tax revenue for IBW represents a significant payback for the incentive investment.

Indy Brew Works	ANNUAL REVENUE	TOTAL TAX	CITY %	MONTHLY AVG	AVG CITY PORTION	BREAK EVEN SALES
		10%	7%			
PROJECTED YEAR 1	257,000	25,700	17,990	21,416.67	1,499.17	71,428.57
PROJECTED YEAR 2	281,000	28,100	19,670	23,416.67	1,639.17	
<b>AVG MONTHS TO PAYBACK</b>					3.34	

The EDAB is currently reviewing the proposed Business Incentive Program presented to the Commission several months ago. While we are several months away from completing our review and presenting a draft policy to the Commission for consideration, we feel the above request fits within the guidelines that policy will contain in its final form. Delaying a decision loses the potential for added sales and liquor tax revenue and adds additional stress to the new business, IBW.

Historically, incentives granted by the City of Independence have been done by resolution in the absence of a formal policy. The resolutions were adopted following an informed discussion of the facts and an acknowledgement that the incentive represented a sound economic investment for the City.

The EDAB recommends approval.

Attached: Indy Brew Works Incentive Request Letter

Indy Brew Works  
223 West Main St.  
Independence, Kansas  
620-577-2162



To whom it may concern:

We are excited at the opportunity to receive the opportunity of a forgivable loan from the City of Independence. We have enjoyed being a part of the community and look forward to the progress that we can continue to make with the aid of this loan.

We intend to use this funding to both increase our brewing capacity, while maximizing the potential for return customers.

The first portion of the funding will be used for an additional order of kegs. This will be approximately \$2,500. With the addition of 10 bbls worth of kegs, 8 fifteen-gallon kegs and 24 eight gallon kegs, we will be able to adequately increase production and begin a consistent distribution network. We have already begun selling our product to 4 other establishments. These additional kegs will allow us to reach even more business, increasing our revenue between \$500-\$1000 a month.

The remaining funding will be placed towards ordering growlers, tap handles, and other marketing material. We have been using growlers for the past month and have seen sales dramatically increase since we introduce them. This funding will allow us to better keep up with demand. Our tap handles are required for us to sell our product adequately in other establishments. We also intend to purchase another order of T-shirts. These not only create a revenue stream into the brewery, but also act as another form of advertising while people wear them. We have already placed an order for these materials totaling approximately \$1000. Another order will be placed this month that should be approximately the same amount.

Thank you for the opportunity to receive this loan and for your continued support of Indy Brew Works.

Drink Beer Made Here,

Robert Box



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**RESOLUTION NO. 2020-\_\_\_\_\_**

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**A RESOLUTION AUTHORIZING THE CITY OF INDEPENDENCE,  
KANSAS TO ENTER INTO A FORGIVABLE LOAN AGREEMENT AND  
PROMISSORY NOTE WITH INDY BREW WORKS.**

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

This resolution is authorizing a forgivable loan and promissory note to Indy  
Brew Works, as attached, for the City of Independence, Kansas.

*Adopted by the Governing Body of the City of Independence, Kansas, on the 27<sup>th</sup> day of  
February, 2020.*

\_\_\_\_\_  
LEONHARD CAFLISCH, Mayor

ATTEST:

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



## CITY OF INDEPENDENCE

This Loan Agreement and Promissory Note (the "Agreement"), effective this 27<sup>th</sup> day of February 2020, is entered into between the following parties:

Lender: City of Independence, Kansas ("Lender")  
811 W Laurel St.  
Independence, KS 67301  
Contact Person/Title: Lacey Lies, Director of Finance  
Phone: 620-332-2505, Email [laceyli@independenceks.gov](mailto:laceyli@independenceks.gov)

Borrower: Indy Brew Works, Inc. ("Borrower")  
110 Hilltop Drive  
Coffeyville, KS 67337  
Contact Person/Title: Jessica Box, CEO  
Phone: 806-241-2130, Email [Jessica.box66@gmail.com](mailto:Jessica.box66@gmail.com)

WHEREAS, it has been determined by the Lender that a positive economic impact or unique opportunity exists which warrants funding to secure economic benefits; and

WHEREAS, the Borrower has specified that this funding will be used to start their operations in Independence Kansas, purchase new safety systems, machinery and equipment and/or provide employee training; and

WHEREAS, the Lender has authorized an expenditure of up to \$5,000 for the purpose of making a loan to the Borrower under such terms and conditions as may be prescribed by the Lender.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements, the parties agree as follows:

1) **Loan Amount and Terms**: Subject to the terms and conditions of the Agreement, the Lender hereby agrees to provide the Borrower with the principal sum of up to **\$5,000** for a sixty (60) month period. Interest will accrue from the date of disbursement at the rate of zero percent (0.0%) per annum on the unpaid balance. Should a default occur, repayment of all principal and interest will be made immediately in accordance with the provisions shown below. This loan is not transferable.

2) **Forgiveness of Debt**: The Borrower promises to create and maintain a minimum of five (5) employees at the Independence, Kansas facility, at the end of each of five (5) years. The Borrower intends to reach the five (5) employee minimum by the first anniversary date.

Job figures reflect full-time equivalent (FTE) positions only. One FTE is equal to 1,664 hours earned per year, including vacation.

The first anniversary date for meeting the first year's job creation commitment shall be **March 31, 2021**. On the first anniversary and at each scheduled anniversary date thereafter where the Borrower has achieved the required job commitment, an amount equal to \$200 per employee, plus any accrued interest, will be forgiven. If the employee lives within the City Limits of Independence, Kansas, the rate of forgiveness will increase 25% to \$250.00 per qualified employee.

However, in the event the Borrower ceases to operate as **Indy Brew Works** in Independence, Kansas during the term of this agreement, any principal and interest which has been forgiven will be repaid in accordance with paragraph (16) below.

In the event of a technical default under this section, the Borrower has the right of appeal to Lender, if compelling evidence can be presented demonstrating that the default is the result of dramatic, unforeseen changes in economic or market conditions. In the event of an appeal, the Lender will have the sole discretion to enforce the provisions as set forth in paragraph (16) below.

3) **Collateral**: None is required under this Agreement.

4) **Mortgage/Security Agreement**: Not applicable.

5) **Insurance**: The Borrower agrees to provide and maintain at its own expense casualty and hazard insurance covering loss by fire or wind with extended coverage insuring all of the real estate, buildings, fixtures and improvements and all business machinery, equipment, furnishings and furniture at its Independence, Kansas facility. Evidence of such coverage will be provided to the Lender upon request. The total amount of the insurance policy shall be sufficient to pay all indebtedness to lien holders and other parties with an interest in this property and pay the Lender the entire outstanding principal balance and accrued interest. In the event of such loss, the Borrower agrees to repay the Lender as detailed in section 16(A)(ii) below, subject to item (6).

6) **Force Majeure**: In the event that operations at the worksite are impaired or suspended due to uncontrollable forces of nature, the Borrower will be given a reasonable period of time, as determined in the sole discretion of the Lender, in which to reestablish any lost jobs. The term of this agreement will be extended by the length of this period, and no contractual penalty will be imposed on the company during this period.

7) **Release of Mortgage/Security Agreement**: Not applicable.

8) **Life Insurance**: Not applicable.

9) **Use of Funds**: The monies from this loan shall be used by the Borrower to pay for costs directly related to **Indy Brew Works** at the Borrower's worksite at 223 W Main, Independence, Kansas. Any machinery and equipment obtained using these loan funds will be promptly identified to the Lender, including narrative description and serial number, and will remain in the Independence, Kansas facility for the duration of this agreement. The Lender or its representative shall be afforded the right of inspection of such machinery and equipment throughout the term of this agreement.

10) **Services Provided to Borrower**: The Lender is not obligated to provide any services to the Borrower other than those specified in the Agreement.

11) **Related Contracts**: The Borrower shall provide, upon written request, copies of all contracts entered into by the Borrower for activities covered by the loan monies.

12) **Period of Performance**: The Borrower may be reimbursed with loan funds for expenses incurred prior to the date of this Agreement, if they were made in connection with activities defined in item (9) above.

Activities will terminate when all conditions of the Agreement have been met within all specified time frames, or by mutual consent of all parties to the Agreement, or when a default situation arises, unless the Lender chooses not to terminate the Agreement.

13) **Financial Management**: Borrower shall keep accounting records in conformance with generally accepted accounting principles, and make such records and all related reports, files, documents and other papers pertaining to the funds provided under this Agreement available for audits, examinations and monitoring if requested by Lender; such records will be retained for a period of three (3) years after termination of the loan period or repayment of the debt in full. The accounting system used by the Borrower shall clearly establish records of budgets and expenditures for the activities funded with the loan monies.

14) **Monitoring and Reporting**: A random audit, or audits, may be conducted by the Lender, or a designated representative of the Lender, to assure accountability of loan expenditures and examine the status of any machinery and equipment acquired with this loan funding.

The Borrower will provide to Lender, on an annual basis and for a period of five (5) years after completion of the term, a report for the Borrower's Independence, Kansas facility which lists the number of full-time equivalent employees, the total payroll as defined in item (2) of this Agreement, and a record of capital investment for the most recent report period and accumulated since the beginning of the report periods. Each report will be submitted within 60 days of the anniversary date of this Agreement.

15) **Waivers**: The Borrower hereby waives presentment, demand of payment, protest, and any and all other notices and demands whatsoever. No waiver of any payment or other right under this Agreement shall operate as a waiver of any other payment or right.

- 16) **Default:** This Agreement shall be considered in default:
- (A) Upon any default or failure to properly perform under any clause in this Agreement (or the provisions of any security agreement(s) or mortgage documents which secure this Agreement).
    - (i) If, on the scheduled anniversary, employment levels are below the minimums specified in item (2) of this Agreement, the following repayment is required within thirty (30) days:
      - a) the outstanding principal balance will be divided by the number of remaining anniversary dates, to produce the principal amount due, plus
      - b) interest accrued since the previously scheduled anniversary date.
    - (ii) If the Borrower ceases to operate in Independence, Kansas during the term of this Agreement, the following repayment is required:
      - a) the entire outstanding principal amount is immediately due and payable, plus
      - b) any principal and interest previously forgiven as specified in item (2) above, plus
      - c) liquidated damages in the form of additional interest calculated at a twelve percent (12%) compounded annual rate (or if lower, the maximum rate allowed by Kansas law) for a 5-year period against the highest outstanding principal amount over the term of the loan.
    - (iii) If upon audit, any loan funds are shown to have been used for other than the intended purposes, such funds shall be repaid with interest to Lender by Borrower. Such unintended purposes would include, but not be limited to, the acquisition of machinery and equipment which is not used at the Independence, Kansas facility throughout the term of this loan. The amount to be repaid shall be such principal plus twenty-five percent (25%) compounding interest (or if lower, the maximum rate allowed by Kansas law) accrued from the date of the initial draw-down against this loan.
    - (iv) If the Borrower otherwise defaults in any manner on the obligations set forth in this Agreement, which default continues for 15 days after written notice of such default from Lender to Borrower, the following repayment is required:
      - a) any principal balance outstanding on the loan is due and payable; and
      - b) liquidated damages in the form of additional interest calculated at a twelve percent (12%) compounded annual rate (or if lower, the maximum rate allowed by Kansas law) against the principal balance as of the date of default for the period during which it has been outstanding.
  - (B) Upon any occurrence under this Agreement or security agreements or mortgage documents by which this loan may or shall become due and payable.
  - (C) At any time that the Lender determines in good faith that the prospect of any payment required by this note is impaired.

In the event of continued default following a fifteen (15) day written notice of default, the Lender may, at its option, declare all unpaid indebtedness evidenced by this Agreement and any modifications thereof, immediately due and payable, without further notice, regardless of date of maturity. The Lender's failure to exercise this option when available at any point in time shall in no way invalidate its right to exercise the option in future default situations. Should it become necessary to collect the monetary obligations of this Agreement through an attorney, the Borrower agrees to pay all costs of collecting these monies, including reasonable attorneys' fees to the extent permitted by law, whether collected by suit, foreclosure, or otherwise.

17) **Indemnification**: The Borrower shall indemnify, defend, and hold harmless the Lender and its respective officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Borrower or any party in a relationship with the Borrower which is a result of this Agreement. The liability of the Borrower under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments and damages resulting from acts occurring prior to the termination of this Agreement.

18) **Amendments**: Changes to this Agreement will not be effective or binding unless in writing and signed by both parties to the Agreement.

19) **Compliance with the Law**: The Borrower agrees to operate in Independence, Kansas in full compliance with applicable federal, state and local laws without limitation.

20) **Authorization to Contract**: Before or at the time of execution of the Agreement, the Borrower must be able to provide evidence that it is duly incorporated, in good standing in the state of its incorporation, authorized to do business in the State of Kansas, and authorized to borrow money; and evidence shall be provided that the person executing the Agreement and any supporting documents is authorized to act on behalf of the Borrower in such a transaction.

21) **Termination of Agreement**: Lender may terminate the loan, in whole or in part, if the Borrower has failed to comply with the conditions of the Agreement. The Borrower will receive written notice and the reasons for termination.

22) **Divisibility**: The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement, or any part thereof. Further, various headings included in this Agreement exist purely as an aid to locate particular wording, and do not in and of themselves in any way affect the substance of this Agreement.

23) **Complete Document**: The parties agree this Agreement is a complete document in which all obligations have been reduced to writing, and there are no understandings, agreements, conventions or covenants not included herein.

24) **Assignment:** The parties further agree that this Agreement may not be assigned by the Borrower without prior written approval by the Lender.

25) **Binding Effect:** The provisions of this Agreement shall both bind and benefit the Borrower's successors, assigns, guarantors, endorsers, and any other person or entity now or hereafter liable hereon.

26) **Notices:** Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

Lender: City of Independence, Kansas ("Lender")  
811 W Laurel St.  
Independence, KS 67301  
Contact Person/Title: Lacey Lies, Director of Finance  
Phone: 620-332-2505, Email [laceyli@independenceks.gov](mailto:laceyli@independenceks.gov)

Borrower: Indy Brew Works, Inc. ("Borrower")  
110 Hilltop Drive  
Coffeyville, KS 67337  
Contact Person/Title: Jessica Box, CEO  
Phone: 806-241-2130, Email [jbox25@gmail.com](mailto:jbox25@gmail.com)

27) **Cash Basis and Budget Laws.** The right of Lender to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that Lender shall at all times stay in conformity with such laws, and as a condition of this Agreement Lender reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

28) **Equal Opportunity and Affirmative Action.**

In carrying out this contract, Borrower shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 et seq.

A. Borrower shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, Borrower shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Borrower fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Borrower shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by Lender.

D. If Borrower is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Borrower shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by Lender.

E. Borrower shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

29) **Kansas Law**. This agreement shall be construed in accordance with the laws of the State of Kansas. IN WITNESS WHEREOF, the parties have signed their names below.

LENDER: CITY OF INDEPENDENCE, KANSAS

\_\_\_\_\_  
LEONHARD CAFLISCH, Mayor

BORROWER: INDY BREW WORKS, INC.

\_\_\_\_\_  
JESSICA BOX, CEO

ATTEST:

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



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**February 27, 2020**

**Department** Safety & Code Enforcement

**Director Approval** *David Cowan*

**AGENDA ITEM** Mutual Aid Agreement with Montgomery County Rural Fire District

**SUMMARY RECOMMENDATION** City staff recommends approving the mutual aid agreement with Montgomery County Rural Fire District

**BACKGROUND** The City of Independence Fire-EMS has been working with District Fire Chief Rick Whitson to develop a mutual aid agreement.

A structure fire doubles in size every minute and comparatively a grass fire, with ample fuel, can double in size every 15 seconds. It is critical to have a quick response and manpower at a fire scene. Initially, in the early stages of these talks, Montgomery County was willing to find us a grass vehicle to not only assist us in the City with the response to grass and brush fires but to offer assistance to them. However, we can now provide the pickup and we are working together to purchase the tank insert to provide this critical piece of equipment that will benefit both the City and our County partners.

The mutual aid agreement provides both departments with resources that can immediately assist each of us with manpower, water supplies, aerial operations, and rescue responses at fire scenes and rescues.

Shawn and I appreciate the close working relationship with District Chief Whitson, local Rural Fire Chief Bill Caflisch, the Elk City Fire Department and other local fire department partners. This working relationship is a critical element in providing a quick and effective response for the protection of all of our citizens in Montgomery County.

**BUDGET IMPACT** The budget impact is overtime during mutual aid.

**SUGGESTED MOTION** I move to approve the mutual aid agreement with the Board of County Commissioners of Montgomery County on behalf of the Montgomery County Rural Fire District.

**SUPPORTING DOCUMENTS** Mutual Aid Agreement

## MUTUAL AID AGREEMENT

***This Agreement*** is entered into by and between the **City of Independence, Kansas**, on behalf of the **Independence Fire/EMS Department**, hereafter IFD, and the **Board of County Commissioners of Montgomery County, Kansas**, on behalf of the **Montgomery County Rural Fire District**, hereafter RFD.

***Whereas***, pursuant to the authority granted in K.S.A. 80-1501 and 80-1502, the parties wish to enter into an agreement so that IFD and RFD may provide mutual aid to each other in times of emergencies including, but not limited to, fires, water rescues, extrications, or other situations threatening the life or safety of residents of Montgomery County, Kansas.

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

1. **Definitions.** For purposes of this agreement, the following terms shall have the following definitions:

a. "Aid and Assistance" shall include personnel, equipment, facilities, services, supplies, and other resources normally associated with emergency responses.

b. "Authorized Representative" shall be the person or position designated by each party to administer the terms of this agreement.

c. "Incident" shall mean an emergency situation within the territorial jurisdiction of either party for which aid and assistance is required.

d. "Provider" shall mean a party to this agreement that is furnishing aid and assistance to the Recipient.

e. "Recipient" shall mean a party to this agreement which is receiving aid and assistance from the Provider.

f. “Structure Fire” shall mean an active fire involving a permanent building, residence, or other attached structure.

g. “Extrication” shall mean any emergency requiring extrication of an occupant from a vehicle, industrial machinery, or a structure.

h. “Water Rescue” shall mean any emergency situation reported to have a possible victim in the water or surrounded by water who is in need of assistance.

2. **Mutual Aid Request.** Either party may request aid and assistance from the other party in responding to an incident. It is understood and agreed that the Provider’s foremost responsibility is to its own citizens and responding to emergency situation in Provider’s own territorial jurisdiction. This agreement shall not be construed so as to impose an absolute duty or obligation to provide aid and assistance. Accordingly, when aid and assistance has been requested by the Recipient, a Provider may determine that it is unavailable to respond because of circumstances then existing and shall inform the Recipient of such.

3. **Designation of Authorized Representatives.** For purposes of this agreement, the following persons or positions are designated authorized representatives:

a. IFD – Director of Public Safety or Fire Chief

b. RFD – District Fire Chief

4. **Aid and Assistance for Incidents.** A request for aid and assistance for an incident shall be initiated by the Recipient’s authorized representative who shall make such request to the Provider’s authorized representative. All requests to IFD for aid and assistance shall be made through the Independence 9-1-1 dispatch center. Such a request for aid and assistance shall contain sufficient information to allow the Provider’s

authorized representative to determine the extent of aid and assistance required for the particular incident.

4. **Aid and Assistance for Structure Fires.** Both parties shall provide aid and assistance to each other for any structure fire located in either party's territorial jurisdiction. All aid and assistance responses to structure fires shall be routed through the Independence 9-1-1 dispatch center.

5. **Unified Incident Command System (ICS).** In any situation involving aid and assistance, the Recipient shall coordinate and utilize the standard ICS to the greatest extent possible. The ICS utilized by the Recipient shall be consistent with the concepts and principles of the National Incident Command System developed by the United States Department of Homeland Security.

6. **Operational Control.** When providing aid and assistance, the Provider's personnel, equipment and resources shall be under the operational control of Recipient. Direct supervision and control of personnel, equipment and resources shall remain with Provider's designated supervisory personnel, but Recipient shall advise Provider's supervisory personnel of the work tasks to be assigned and performed by Provider's personnel.

7. **Employment Status.** When providing aid and assistance, Provider's employees shall remain the responsibility of Provider and such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess as if performing their duties within Provider's own territorial jurisdiction. At no time shall the employees of one party be considered the employees of the other party.

8. **Workers Compensation.** When providing aid and assistance, the employees of Provider shall not be considered the employees of Recipient for purposes of

workers compensation. Recipient shall not be liable for reimbursing any amounts or paying any benefits to Provider's employees due to personal injury or death during periods of time when such employees are engaged in rendering aid or assistance under this agreement. Both parties shall be responsible for payment of any workers compensation benefits only to their own employees.

9. **Reimbursement.** Neither party to this agreement will request reimbursement of the other party for services or materials rendered pursuant to the terms of this agreement.

10. **Non-Discrimination.** Both parties shall comply with all applicable local, state, and federal laws and regulations regarding employment, and shall not discriminate against any employee or applicant for employment on the account of race, creed, color, sex, national origin, disability or other protected class.

11. **Indemnification.** To the fullest extent permitted by law, each party agrees to protect, defend, indemnify, and hold harmless the other party, and its officers, commissioners, employees, representatives, insurers, and agents, from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and nature arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action, of every kind, in connection with or arising out of such party's own negligence, errors, or acts or omissions. To the extent that this indemnification does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and shall determine for itself what kinds of insurance to obtain, and in what amounts. Each party understands that any insurance protection obtained by it shall in no way limit its responsibility to indemnify, keep and save harmless the other party.

12. **Amendment.** This agreement may only be modified by a subsequent written document signed by both parties.

13. **Term.** This agreement shall be for a term of one (1) year from its date of execution. This agreement shall automatically renew for successive one (1) year terms unless either party gives the other party written notice prior to the expiration of any term of its intent to terminate the agreement. In addition, either party has the right to terminate this agreement upon thirty (30) days written notice to the other party.

14. **Severability.** Should any clause, sentence, provision, paragraph, or other parts of this agreement be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remaining terms of this agreement.

**CITY OF INDEPENDENCE, KANSAS**

\_\_\_\_\_  
DATE

By: \_\_\_\_\_  
LEONHARD CAFLISCH, Mayor

ATTEST:

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

***Reviewed and approved by:***

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DAVID COWAN, Director of Public Safety

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SHAWN WALLIS, Fire/EMS Chief

**BOARD OF COUNTY COMMISSIONERS  
OF MONTGOMERY COUNTY, KANSAS**

\_\_\_\_\_  
DATE

By: \_\_\_\_\_  
LARRY McMANUS, Chairman

ATTEST:

\_\_\_\_\_  
CHARLOTTE SCOTT-SCHMIDT, County Clerk

***Reviewed and approved by:***

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RICK WHITSON, District Fire Chief



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**February 27, 2020**

**Department** Administration

**Director Approval** Kelly Passauer

**AGENDA ITEM** Consider a recommendation from the Planning Commission to adopt an ordinance amending Appendix B-Zoning of the City Code relating to "Children's Homes."

**SUMMARY RECOMMENDATION** Accept the Planning Commission's Recommendation.

**BACKGROUND** On February 4, 2020 the Planning Commission conducted a public hearing amending Appendix B-Zoning of the City Code relating to "Children's Homes." The following motion was approved:

To recommend that the City Commission approve adding "Children's Homes" into the permitted and conditional use table as a permitted use in an R-5 zone, and a conditional use in the R-3 and R-4 zones with the following determinations:

- a. That such change is consistent with the intent and purpose of these regulations;
- b. That the areas which are most likely to be directly affected by such change will include the R-3 and R-4 zones which will allow children's homes with a conditional use permit which does provide an opportunity for property owners within the notification area to voice any concerns to both the Planning Commission and City Commission prior to approval;
- c. The proposed amendment is made necessary because of new planning concepts in the R-3 and R-4 zones as it relates to a shortage of available foster care for children.

To recommend that the City Commission add the following definitions to Article IV. Rules and Definitions:

Children's Home: Any place, home or institution providing twenty-four hour nonsecure care licensed by the state for five or more children under the age of 18 years for compensation in which such children are under the custody of a state agency; provided, however, this definition shall not include children placed in family care in a family foster home, public and private schools organized, operated or approved under the laws of the state, children related by blood or marriage to the provider, caring for children within an institutional building while their parents or legal guardians are attending services, meetings or classes or engaged in church activities.

Family Foster Home: A childcare facility that is a private residence, including any adjacent grounds, in which the resident(s) provide family care for 24 hours a day for one or more children in foster care and for which a license is required by the State of Kansas.

**BUDGET IMPACT** N/A

**SUGGESTED MOTION** I move to accept the recommendation of the Planning Commission and adopt an ordinance amending Appendix B-Zoning of the City Code relating to " Children's Homes."

**SUPPORTING DOCUMENTS**

1. Staff Report
2. Ordinance

## Planning Commission

- b. Public hearing to consider a text amendment to Appendix B-Zoning of the City Code including, but not limited to:**
- 1. Article IV. Rules and Definitions.**
  - 2. Appendix A. “Listing of Permitted and Conditional Uses” including, but not limited to “Orphanages” and other new additional use(s).**

On January 7, 2020 the Planning Commission initiated a public hearing to consider a text amendment that would add “*Children’s Home*” into the permitted and conditional use table which would be a permitted use in an R-5 zone, and a conditional use in the R-3 and R-4 Zones.

As stated in the staff report from your last meeting, this request was initiated by someone wishing to open a “Group Boarding Home” as defined by DCF which means “*Twenty-four hour nonsecure care for five to ten children between the ages of infancy to 16 years of age.*” The individual that contacted staff indicated that they would have five to eight children in foster care ranging in ages from 8 to 18 years of age. Staff found on another DCF document that “*Facilities providing services to children age 16 and older only do not require a license*” so I anticipate that is why the previous DCF definition only addresses children 16 and younger. The individual stated they will have an in-house manager and that the requestor will not live in the house.

City code 1604.2 provides the following regarding text amendments:

*1604.1. Recommendations:* Upon the conclusion of the public hearing the planning commission shall prepare and adopt its recommendations and shall submit the same, together with a record of the hearing thereon, to the governing body. Said recommendation may be for approval, disapproval or approval in part and reasons for the recommendations shall be included as appropriate.

*1604.2. Amendments to text:* When a proposed amendment would result in a change in the text of these regulations but would not result in a change of zoning classification of any specific property, the recommendation of the planning commission shall contain a statement as to the nature and effect of such proposed amendment and determinations as to the following items:

- a. Whether such change is consistent with the intent and purpose of these regulations;
- b. The areas which are most likely to be directly affected by such change and in what way they will be affected; and
- c. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts or other social economic conditions in the areas and zoning districts affected.

In order to allow their request, the options are:

1. Classify their requested use as an orphanage and require rezoning to R-5 which is the only permitted zoning district for an orphanage.
2. Approve a text amendment to modify the permitted and conditional uses to more accurately reflect the use requested. If approved, a definition of “Children’s Home” should be added to Article IV. Rules and Definitions.

If a text amendment is ultimately approved by the Commission, it would still require the applicant to go through the conditional use permit process, which is similar to the rezoning process. The conditional use permit could address concerns such as the number of children, maximum ages, etc. The City Attorney has advised that the applicant may proceed with their request at the same meeting as the text amendment as long as the text amendment is heard before the request for rezoning and/or a conditional use permit. Therefore, the applicant did submit a rezoning application which will be considered later on this agenda.

It should be noted that staff is cognizant of the need for foster care and is also supportive of local business opportunities that will bring additional jobs to the community. The City currently requires conditional use permits for daycares, so requiring a conditional use permit and/or rezoning for the requested use would not be out of line with the current code and would ensure that our zoning codes are consistent and fair to all.

If the Planning Commission wishes to approve adding “*Children’s Home*” into the permitted and conditional use table which would be a permitted use in an R-5 zone, and a conditional use in the R-3 and R-4 zones, then it is recommended that the following determinations be included in the motion:

- a. That such change is consistent with the intent and purpose of these regulations;
- b. That the areas which are most likely to be directly affected by such change will include the R-3 and R-4 zones which will allow children’s homes with a conditional use permit which does provide an opportunity for property owners within the notification area to voice any concerns to both the Planning Commission and City Commission prior to approval;
- c. The proposed amendment is made necessary because of new planning concepts in the R-3 and R-4 zones as it relates to a shortage of available foster care for children.

In addition, if the Planning Commission wishes to approve this request, the following definitions should be added to Article IV. Rules and Definitions:

*Children’s Home: Any place, home or institution providing twenty-four hour nonsecure care licensed by the state for five or more children under the age of 18 years for compensation in which such children are under the custody of a state agency; provided, however, this definition shall not include children placed in family care in a family foster home, public and private schools organized, operated or approved under the laws of the state, children related by blood or marriage to the provider, caring for children within an institutional building while their parents or legal guardians are attending services, meetings or classes or engaged in church activities.*

*Family Foster Home: A child care facility that is a private residence, including any adjacent grounds, in which the resident(s) provide family care for 24 hours a day for one or more children in foster care and for which a license is required by the State of Kansas.*

The above definitions were written to ensure that rezoning or conditional use permits would not apply to a family that serves as foster parent(s) in the home the foster parent(s) reside in.

**Suggested Motion:**

*I move to recommend a text amendment adding “Children’s Home” into the permitted and conditional use table as a permitted use in an R-5 zone, and a conditional use in the R-3 and R-4 zones based on the determinations included in the staff report; and adding definitions for “Children’s Home” and “Family Foster Home” as prepared by staff.*

City of Independence, Kansas

**NOTICE TO THE PUBLIC**

The Independence, Kansas, Planning Commission will conduct a public hearing on:

Tuesday, February 4, 2020 at 5:30 p.m.

To receive comments to consider text amendments to Appendix B-Zoning of the City code relating to:

1. Article IV. Rules and Definitions, and
2. Appendix A. "Listing of Permitted and Conditional Uses" including, but not limited to "Orphanages" and other new additional use(s).

**Case Number:**

2020/ZA/01

The hearing will be conducted in the Veterans Room, Memorial Hall, 410 North Pennsylvania Avenue, Independence, Kansas, and will begin at 5:30 p.m. All interested persons should attend and they will be heard. Persons wishing to comment, but who cannot attend this hearing, should provide their written comments to:

Kelly Passauer  
Zoning Administrator  
811 W Laurel Street  
Independence, KS 67301  
(620) 332-2506

Information regarding this application is available in the Zoning Administrator's office. If special accommodation is required, please inform the Zoning Administrator.

Kelly Passauer, Zoning Administrator

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

**An Ordinance Setting Forth Text Amendments to the Zoning Code  
on the Subject of Children’s Homes**

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

**Section 1.** Appendix B. – Zoning - Appendix A. - List of Permitted and Conditional Uses is amended as follows:

- a. “Children’s Homes” shall be added as a permitted use in the R-5 district, and a conditional use in the R-3 and R-4 districts.

**Section 2.** Appendix B. – Zoning – 403.0 – Definitions shall be amended to add the following definitions:

“Children’s Home – means any place, home or institution providing twenty-four hour nonsecure care licensed by the state for five or more children under the age of 18 years for compensation in which such children are under the custody of a state agency; provided, however, this definition shall not include children placed in family care in a family foster home, public and private schools organized, operated or approved under the laws of the state, children related by blood or marriage to the provider, caring for children within an institutional building while their parents or legal guardians are attending services, meetings or classes or engaged in church activities.”

“Family Foster Home – means a childcare facility that is a private residence, including any adjacent grounds, in which the resident(s) provide family care for 24 hours a day for one or more children in foster care and for which a license is required by the State of Kansas.”

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

*Adopted by the Governing Body of the City of Independence, Kansas, on the 27<sup>th</sup> day of February,  
2020.*

---

LEONHARD CAFLISCH, Mayor

ATTEST:

---

DAVID W. SCHWENKER, City Clerk



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**February 27, 2020**

**Department** Administration

**Director Approval** Kelly Passauer

**AGENDA ITEM** Consider recommendations from the Planning Commission regarding the following:

1. A request to rezone a tract of land located at 517 S. 4<sup>th</sup> Street from R-3, low density multifamily dwelling district to R-5, high density multifamily district; and/or
2. A request for a conditional use permit for an “Orphanage” or other new additional use(s) at 517 S. 4<sup>th</sup> Street.

**SUMMARY RECOMMENDATION** Approve the recommendation.

**BACKGROUND** On February 4, 2020 the Planning Commission a public hearing and recommended the following action:

1. Accepting the recommendation of the Planning Commission to deny a request to rezone a tract of land located at 517 S. 4th Street from R-3, low density multifamily dwelling district to R-5, high density multifamily district; and
2. Accepting the recommendation of the Planning Commission to approve a conditional use permit for a “Children’s Home” At 517 S. 4th Street with the following conditions:
  - a. The facility shall be licensed by the state and shall meet all city, county and state requirements pertaining to operation, facilities, equipment and other features.
  - b. Off-street hard surfaced parking spaces shall be provided to accommodate one vehicle for each six beds. Any fraction shall be rounded up. Such parking shall meet the requirements of the Off-Street Parking and Loading Regulations.
  - c. A "hard surfaced" loading zone capable of accommodating one car for every ten occupants shall be provided in addition to the required parking spaces in order to provide for easy pickup and discharge of passengers.
  - d. Any visitors of the facility shall not block the alley or private drives.
  - e. The total number of residents cannot exceed five.
  - f. The maximum age of residents shall be 16.
  - g. The residents shall be from the local region serving Independence and classified as a child in need of care by the Kansas Department of Children and Family Services.

- h. No occupants may be criminal offenders, juvenile delinquents and/or going through law enforcement proceedings.
- i. The facility shall be operated in a manner that will not adversely affect other properties and uses in the area.
- j. The facility shall provide a visual screen along all property lines abutting any residential use, such screening shall be a 6' privacy fence on the north property line.
- k. Said facility shall be allowed one sign, not to exceed 18 inches by 36 inches in dimension, which shall be attached to the house.
- l. Outdoor storage of materials shall be permitted insofar as such materials or equipment are utilized as part of the facility operation.
- m. The conditional use permit is not transferable to another property owner or to another location.
- n. The applicants must be in compliance with all City codes and must continue to be in compliance with all City codes. This would include the requirement to acquire a City occupation license which must be renewed annually.
- o. Video surveillance is required outside and in common areas and will be made available to law enforcement upon request if there is no law that prohibits it.

**BUDGET IMPACT**    N/A

**SUGGESTED MOTION**    I move to accept the recommendations from the Planning Commission and adopt a resolution approving a conditional use permit for a “Children’s Home” at 517 S. 4th Street with conditions.

**SUPPORTING DOCUMENTS**

- 1. Staff Report to the Planning Commission
- 2. Resolution for 517 S. 4<sup>th</sup> Street

- c. **Public hearing to consider a request to rezone a tract of land located at 517 S. 4<sup>th</sup> Street from R-3, low density multifamily dwelling district to R-5, high density multifamily district and/or a conditional use permit for an “Orphanage” or other new additional use(s).**

**Rezoning**

***Summary:***

The Planning and Zoning Commission received a request from property owner Brianne Ford to rezone a tract of land from R-3, low density multi-family residential district to R-5, high density multifamily district and/or a conditional use permit for an “orphanage” or other new additional use at 517 S. 4<sup>th</sup> Street.

The legal description is: Lot 3, Out lot 26, Wood Brothers Subdivision to the City of Independence, Montgomery County, Kansas.

***Description of the Tract:***

The area requested to be rezoned consists of a 14,000 square foot tract (.32 of an acre). This lot lies in the southeast portion of the City. The lot contains one residential home.

***Zoning and Uses of Property Nearby:***

The property directly north, east and west is zoned R-3, low density multi-family, while the property to the south is zoned R-2, single family.

***Character of the Neighborhood:***

The area generally consists of single and multifamily residential.

***Suitability of the Subject Property for the Uses to which it has been Restricted:***

The property under consideration is currently zoned for low density multi-family residential. The property is suitable for the present residential use classification.

***Length of Time the Property has Remained vacant as Zoned:***

The property is not a vacant lot as it contains a two-story 2,722 square foot residential structure.

***Extent to which Removal of Restrictions will Detrimentially affect Nearby Property:***

Efforts should be taken to minimize any negative impacts on adjoining residential properties.

***Relative Gain to the Public Health, Safety and Welfare by the Destruction of the Petitioner’s Property as Compared to the Hardship Imposed upon the Individual Landowners:***

Denial of the proposed rezoning will impact the proposed owner’s use of the property as it will not allow them to open a facility to care for foster children.

***Conformance with the Comprehensive Plan:***

*Housing Goal – To provide decent and affordable housing for present and future populations of Independence while preserving and improving existing residential areas.*

*Objective H1 – Maintain or upgrade the condition and particular residential character of existing neighborhoods and residential areas.*

*Objective H3 – To provide adequate amounts of multiple family housing in suitable locations.*

*Policy H12 – Rehabilitation and upgrading of houses shall be encouraged in older areas of the City.*

Rezoning to R-5, high density multifamily would not be consistent with Objective H3 regarding a suitable location for high density multifamily. However, the actual use as proposed would be consistent with the above housing goal, objectives and policy of the comprehensive plan. The 1982 general development plan map recommends this area be developed as residential.

***Staff Recommendation***

Rezoning this lot to R-5 would not fit the character of the neighborhood and would create a spot zone. Also, the intended use of the property by the applicant for up to five children does not match the intent of the R-5 high density multi-family district. Staff’s recommendation is to deny the rezoning to R-5.

**Suggested Motion:**

***I move to recommend denying a request to rezone a tract of land located at 517 S. 4<sup>th</sup> Street from R-3, low density multifamily dwelling district to R-5, high density multifamily district.***

**Conditional Use Permit**

The zoning ordinance in section 901.1 (page 87) describes the purpose of a conditional use as:

“...those types of uses which are considered by the City to be essentially desirable, necessary or convenient to the community but which by their nature or in their operation have:

- 1) a tendency to generate excessive traffic,*
- 2) a potential for attracting a large number of persons to the area of the use thus creating noise or other pollutants,*
- 3) a detrimental effect on the value of potential development of other properties in the neighborhood, or*
- 4) an extraordinary potential for accidents or danger to the public health or safety.*

*Such conditional uses cannot be allowed to locate as a 'right' on any parcel of land within certain districts without consideration of existing conditions at the proposed locations and of properties neighboring the specific site considered, nor without adequate and sufficient safeguards, when necessary, to lessen the impact of adverse effects."*

### ***Staff Report***

The Planning Commission has the authority to place additional conditions on the site that they deem necessary to protect the best interests of the City, the surrounding property and to achieve the objectives of the ordinance.

In considering those types of uses which may be desirable, necessary or convenient to the community, the Commission should review and make recommendations based in part on 901.1.

Additionally, the decision of the Planning Commission to recommend approval or denial of the proposed conditional use shall be based on the following criteria (902.2):

- a. The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitation.
- b. The proposed conditional use at the specified location will contribute to and promote the welfare or convenience of the public.
- c. The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.
- d. The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate use of the neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:
  1. The location, nature and height of buildings, structures, walls and fences on the site, and
  2. The nature and extent of landscaping and screening on the site.
- e. Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations (article VII).
- f. Adequate utility, drainage, and other such necessary facilities have been or will be provided.
- g. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.

### ***Action by the Planning Commission***

Any recommendations regarding a conditional use permit for the subject properties shall be based on Section 902.2 previously outlined in this report. After considering

any public comments the Planning Commission may either approve or deny the requests. If the requests are approved the applicants must be required to meet the conditions the Planning Commission wishes to require in order to operate the facility.

Following your action, the application and your recommendation will be forwarded to the City Commission at which time they will have 30 days to adopt, modify or deny the Planning Commission's recommendation.

### ***Staff Recommendation***

If the text amendment in the previous agenda item is recommended, an alternative to rezoning would be to grant a conditional use permit for a "Children's Home" at 517 S. 4<sup>th</sup> Street with the following conditions:

1. The facility shall be licensed by the state and shall meet all city, county and state requirements pertaining to operation, facilities, equipment and other features.
2. Off-street hard surfaced parking spaces shall be provided to accommodate one vehicle for each six beds. Any fraction shall be rounded up. Such parking shall meet the requirements of the Off-Street Parking and Loading Regulations.
3. A "hard surfaced" loading zone capable of accommodating one car for every ten occupants shall be provided in addition to the required parking spaces in order to provide for easy pickup and discharge of passengers.
4. Any visitors of the facility shall not block the alley or private drives.
5. The total occupant load shall be no greater than ten persons, including staff.
6. The maximum age of residents shall be 18.
7. The residents shall be from the local region serving Independence and classified as a child in need of care by the Kansas Department of Children and Family Services.
8. No occupants may be criminal offenders, juvenile delinquents and/or going through law enforcement proceedings.
9. The facility shall be operated in a manner that will not adversely affect other properties and uses in the area.
10. The facility shall provide a visual screen along all property lines abutting any residential use.
11. Said facility shall be allowed one sign, not to exceed 18 inches by 36 inches in dimension, which shall be attached to the house.
12. Outdoor storage of materials shall be permitted insofar as such materials or equipment are utilized as part of the facility operation.
13. The conditional use permit is not transferable to another property owner or to another location.
14. The applicants must be in compliance with all City codes and must

continue to be in compliance with all City codes. This would include the requirement to acquire a City occupation license which must be renewed annually.

If any of the above conditions are not met the conditional use permit will no longer be valid.

The basis of staff's recommendation is that granting the conditional use permit is consistent with criteria "a through g" of Section 902.2 of the zoning code.

**Suggested Motion:**

*I move to recommend approving a conditional use permit for a Children's Home at 517 S. 4<sup>th</sup> Street with the conditions as recommended by City Staff.*

City of Independence, Kansas

**NOTICE TO THE PUBLIC**

The Independence, Kansas, Planning Commission will conduct a public hearing on:

Tuesday, February 4, 2020, at 5:30 p.m.

to receive comments on a request to rezone a tract of land from R-3, low density multifamily dwelling district to R-5, high density multifamily district and/or a conditional use permit for an “Orphanage” or other new additional use(s).

The hearing pertains to the following locations:

**Legal Description:**

Lot 3, Out lot 26, Wood Brothers Subdivision to the City of Independence, Montgomery County, Kansas.

**Common Address:**

517 South 4<sup>th</sup> Street

**Applicant(s):**

Brianne Ford

**Property Owner(s):**

Brianne and Trenton Ford

**Case Numbers:**

2020/ZA/02 and 2020/CUP/02

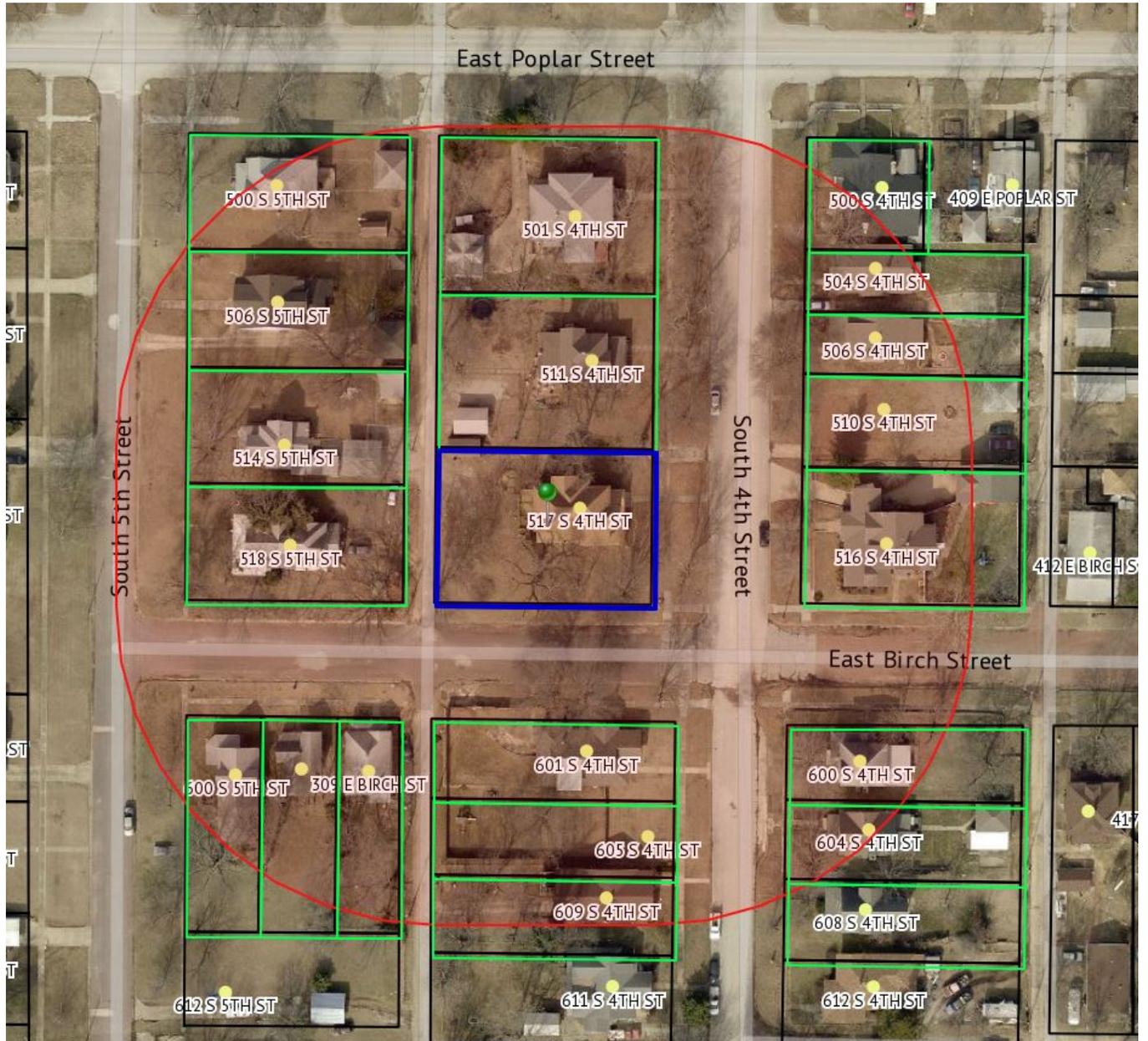
The hearings will be conducted in the Veterans Room, Memorial Hall, Penn/Locust, Independence, Kansas, and will begin at 5:30 p.m. All interested persons should attend, and they will be heard. Persons wishing to comment, but who cannot attend these hearings, should provide their written comments to:

Kelly Passauer, Zoning Administrator  
811 W. Laurel Street  
Independence, KS 67301  
(620) 332-2506

Information regarding these applications is available in the Zoning Administrator’s office. If special accommodation is required, please inform the Zoning Administrator.

*Kelly Passauer*  
*Zoning Administrator*

# 200 Foot Notification Area





E Walnut St

E Walnut St

E Walnut St

S 6th St

S 5th St

S 4th St

S Park Blvd

S 2nd St

E Poplar St

E Poplar St

E Poplar St

S Pennsylvania Ave

517 S 4TH ST, 67301

Zoom to

R-3

E Birch St

E Birch St

S 5th St

S 4th St

S Park Blvd

S 2nd St

R-2

R-4

E Edison St

E Edison St

E Edison St

500ft

INDEPENDENCE  
PLANNING & ZONING  
COMMISSION

APPLICATION  
FOR  
REZONING

- 1. Case #: \_\_\_\_\_
- 2. Date Filed: \_\_\_\_\_
- 3. Fee Paid: \_\_\_\_\_
- 4. Hearing: \_\_\_\_\_
- 5. Published: \_\_\_\_\_

To be filled out by applicant

- 1. Applicant's name: Brianne Ford
- 2. Applicant's address: 8514 Ann Avenue, Kansas City, ks Phone: 785-640-6075
- 3. Address of property proposed for rezoning: 517 South 4th street, Independence, ks
- 4. Present owner's name: Trenton & BRIANNE Ford
- 5. Present zoning: R-3 Proposed zoning: R-5
- 6. Legal description of property proposed for rezoning (if more space is required, use back of form):  
Lot 3, Wood Brothers Subdivision of Outlot 26, City of Independence, and outlots 2 and 3, Stephenson's Addition to the city of Independence, Montgomery County, Kansas
- 7. Present use of property (check one of the following): \_\_\_\_\_  
(a) Vacant  (b) Residential  (c) Commercial  (d) Industrial
- 8. Desired use of property: Youth Residential Care Center (group home)
- 9. Use and zoning of adjacent property:  
North: Use Residential Zoning R-3  
South: Use Residential Zoning R-3  
East: Use Residential Zoning R-3  
West: Use Residential Zoning R-3
- 10. List reasons for this request:  
Zoning department stated we needed to Rezone to R-5

Date: 1/5/2020 Signature: [Signature]

Planning Commission Action – do not write in this space

- 1. Facts found: \_\_\_\_\_
- 2. Determination: \_\_\_\_\_

APPLICATION FOR CONDITIONAL USE PERMIT  
PLANNING AND ZONING COMMISSION

DATE FILED \_\_\_\_\_  
\$200 FEE PAID \_\_\_\_\_

NAME AND ADDRESS OF PERSON MAKING APPLICATION:

BRIANNE Ford - 517 South 4th Street, Independence, Kansas 67301  
8514 ANN AVE, KANSAS CITY, KS (mailing Address)

LEGAL DESCRIPTION OF LAND INVOLVED:

Lot 3, Wilson Brothers subdivision of lot 26, City of Independence,  
and lots 2 and 3, Stephenson's Addition to the city of Independence,  
Montgomery County, Kansas.

COMMON ADDRESS OF SAID LAND:

517 South 4th Street, Independence, KS 67301

PRESENT ZONING CLASSIFICATION: R-3

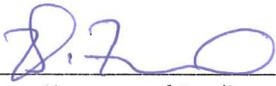
STATEMENT OF INTENDED USE OF PROPERTY:

Group Home (YRC II) for children ages 8-18

DESCRIPTION OF ARCHITECTURE & EXTERIOR MATERIAL TO BE USED:

On the reverse side, please provide the following information: (1) Site Plan, drawn at appropriate scale, showing existing and proposed building location, parking areas, interior drives, and location and type of outdoor lighting; (2) Existing and proposed topography, drawn at appropriate contour intervals as specified by the Zoning Administrator; (3) Location of, and proposed connections to, existing water supply and sanitary sewage system; (4) North point, scale and date; (5) Names of landowner, developer and firm preparing the plan.

11/7/2020  
Date

  
Signature of Applicant

I hereby certify that I have personally verified the dimensions as shown on the attached drawing and find them to be a correct representation of the conditions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Building Inspector

Action of Planning and Zoning Commission:

(Approved, Denied --- Date)

Comments:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Secretary

# CITY OF INDEPENDENCE

REC#: 01076649      1/07/2020      4:51 PM  
OPER: JESS    TERM: 001  
REF#:

ACCT #: XXXX-XXXX-XXXX-2326  
AUTH #: 060702  
TRAN #: 000000004486  
TYPE: PURCHASE

TRAN:    1.9000    VARIANCE  
          BRIANA FORD  
          517 S 4TH  
          MISC FEES

200.00CR

TENDERED:            200.00    CREDIT CARD  
APPLIED:            200.00-

CHANGE:                        
                          0.00

## RESOLUTION NO. 2020-\_\_\_\_

### **A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT FOR A CHILDREN'S HOME AT 517 SOUTH 4TH STREET.**

WHEREAS, at a public hearing conducted on February 4, 2020, the Independence Planning and Zoning Commission voted to approve a request for a conditional use permit for a children's home in an R-3 zoned district at 517 South 4<sup>th</sup> Street.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Independence, Kansas:

The recommendation of the Independence Planning & Zoning Commission to issue a conditional use permit for a children's home in an R-3 zoned district at 517 South 4th Street, is approved as hereinafter modified.

The property in question has the following legal description:

Lot 3, Out lot 26, Wood Brothers Subdivision to the City of Independence, Montgomery County, Kansas.

The applicant must meet the following requirements:

1. The facility shall be licensed by the state and shall meet all city, county and state requirements pertaining to operation, facilities, equipment and other features.
2. Off-street hard surfaced parking spaces shall be provided to accommodate one vehicle for each six beds. Any fraction shall be rounded up. Such parking shall meet the requirements of the Off-Street Parking and Loading Regulations.
3. A "hard surfaced" loading zone capable of accommodating one car for every ten occupants shall be provided in addition to the required parking spaces in order to provide for easy pickup and discharge of passengers.
4. Any visitors of the facility shall not block the alley or private drives.
5. The total number of residents cannot exceed five (5).
6. The maximum age of residents shall be sixteen (16).
7. The residents shall be from the local region serving Independence and classified as a child in need of care by the Kansas Department of Children and Family Services.
8. No occupants may be criminal offenders, juvenile delinquents and/or going through law enforcement proceedings.

**RESOLUTION NO. 2020-\_\_\_\_**

9. The facility shall be operated in a manner that will not adversely affect other properties and uses in the area.
10. The facility shall provide a visual screen along all property lines abutting any residential use, such screening shall be a 6' privacy fence on the north property line.
11. Said facility shall be allowed one sign, not to exceed 18 inches by 36 inches in dimension, which shall be attached to the house.
12. Outdoor storage of materials shall be permitted insofar as such materials or equipment are utilized as part of the facility operation.
13. The conditional use permit is not transferable to another property owner or to another location.
14. The applicants must be in compliance with all City codes and must continue to be in compliance with all City codes. This would include the requirement to acquire a City occupation license which must be renewed annually.
15. Video surveillance is required outside and in common areas and will be made available to law enforcement upon request if there is no law that prohibits it.

If any of the above conditions are not met the conditional use permit will no longer be valid.

Adopted and approved by the Governing Body of the City of Independence, Kansas, on this 27<sup>th</sup> day of February 2020.

*(Attest)*

---

Leonhard Caflisch, Mayor

---

City Clerk/City Treasurer



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**February 27, 2020**

**Department** Safety & Code Enforcement

**Director Approval** *David Cowan*

**AGENDA ITEM** Approval of CRS Activities for the ISO/CRS Specialist's verification

**SUMMARY RECOMMENDATION** City staff recommends the City Commission approve the following activities for our participation in the CRS Floodplain program.

**BACKGROUND** The City of Independence approved participating in the CRS program on January 23, 2020. Since that approval the City of Independence has received a visit by Steve Samuelson, State of Kansas Division of Water Resources/Floodplain Management and he reviewed the program and activities the City can participate in. The activities in the CRS program provide points towards the community reduction in Flood Insurance. If approved by the commission the following activities will be performed by the City and an ISO/CRS Specialist will review and approve our drafts during her visit. Implementation of the activities by the city and verification by her will lead to a discount percentage on the premiums for citizens purchasing flood insurance.

- Series 310 – Elevation Certificates. This is a mandatory activity and requires the City to adopt a policy and maintain all elevation certificates – 38 points
- Series 320 – Letters to realtors, lenders and insurance agencies. We will also maintain a log of inquires, and utilize GIS to provide ground elevations. 90 points
- Series 330 – Outreach – providing brochures and information for the public. We will place information throughout the community, social media, newsletters, cable channel . . .
- Series 340 – Council adopts an ordinance – I will bring an ordinance to the council that will require disclosure of properties located in the floodplain by realtors and landlords.
- Series 350 – Information in our public library – I have ordered books from FEMA that I will ask the library to have available for the public. We will link USGS gauges on our webpage with explanations.
- Series 360 & 370 – The City will develop a floodplain page on our webpage and provide assistance to the community related to flooding issues at the residence, complaints, flood insurance questions, and meeting with people when requested.
- Series 410 – Floodplain Mapping – the City of Independence has the floodplain mapped in our GIS program.
- Series 420 – Deed Restriction Floodplain – The City of Independence is already working with Montgomery County to list all Deed restricted property on our GIS map. It is our responsibility to maintain maps and monitor the OSP land in the floodplain.

- Series 430 – Regulations and code enforcement by the City.
- Series 440 – Maintaining GIS Maps of the floodplain
- Series 500 - Mandatory program – Repetitive Loss Properties. Confidential Information the City must maintain – City must send a yearly letter to all properties in the “Repetitive Loss area”. We have already made the map and template letter for CRS review
- Series 510 – Activities related to hazard mitigation – I will work with Rick Whitson and the county hazard mitigation plan and we will provide a yearly report to CRS. The recent flood study completed on Whiskey Creek will be a part of series 510.
- Series 520 – Acquisition and Relocation – Mandatory – Deed Map – working with Montgomery County
- Series 540 – Drainage System Maintenance – will develop an SOP for the City Street Dept., will map all ditches and drains in the City, ¼ inspections
- Series 610 – Develop a flood warning and response for the 1% and 2% areas. I will be working with Rick Whitson to put this plan in place.

**BUDGET IMPACT** The budget impact is staff time, printing and mailing of information

**SUGGESTED MOTION** I move to approve the Mayor to sign approval of the CRS activity participation as presented.

**SUPPORTING DOCUMENTS**

1. CRS Verificaiton
2. CRS Program Data

Community \_\_\_\_\_

State \_\_\_\_\_

CID \_\_\_\_\_  
(6-digit NFIP Community Identification Number)

### CC-230 Verification

Date of visit		FIRM Effective Date
Population		Current FIRM Date
County	ISO/CRS Specialist	
<i>Coordinator's Manual Year</i>		
	Chief Executive Officer	CRS Coordinator
Name		
Title		
Address		
Phone		
E-mail		

I hereby certify that \_\_\_\_\_ [community name] is implementing the following activities [check the ones that apply]. We will continue to implement these activities and will advise FEMA if any of them are not being conducted in accordance with this certification. We will cooperate with the ISO/CRS Specialist's verification visit and will submit the documentation and annual recertification needed to validate our program.

- |                                                             |                                                               |
|-------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> 310 (Elevation Certificates)       | <input type="checkbox"/> 440 (Flood Data Maintenance)         |
| <input type="checkbox"/> 320 (Map Information Service)      | <input type="checkbox"/> 450 (Stormwater Management)          |
| <input type="checkbox"/> 330 (Outreach Projects)            | <input type="checkbox"/> (Repetitive Loss Requirements)       |
| <input type="checkbox"/> 340 (Hazard Disclosure)            | <input type="checkbox"/> 510 (Floodplain Management Planning) |
| <input type="checkbox"/> 350 (Flood Protection Information) | <input type="checkbox"/> 520 (Acquisition and Relocation)     |
| <input type="checkbox"/> 360 (Flood Protection Assistance)  | <input type="checkbox"/> 530 (Flood Protection)               |
| <input type="checkbox"/> 370 (Flood Insurance Promotion)    | <input type="checkbox"/> 540 (Drainage System Maintenance)    |
| <input type="checkbox"/> 410 (Floodplain Mapping)           | <input type="checkbox"/> 610 (Flood Warning and Response)     |
| <input type="checkbox"/> 420 (Open Space Preservation)      | <input type="checkbox"/> 620 (Levees)                         |
| <input type="checkbox"/> 430 (Higher Regulatory Standards)  | <input type="checkbox"/> 630 (Dams)                           |

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force all flood insurance policies that have been required of us as a condition of Federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the Special Flood Hazard Area is reduced by the amount of National Flood Insurance Program flood insurance coverage (structural and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signed \_\_\_\_\_ (Chief Executive Officer)



Community \_\_\_\_\_ State \_\_\_\_\_ CID \_\_\_\_\_



<b>CRS Program Data Table</b>	A. In the SFHA	B. In a regulated floodplain outside the SFHA	C. In the rest of the community
1. Last report's number of buildings in the SFHA (bSF) (line 6, last report)			
2. Number of new buildings constructed since last report	+		
3. Number of buildings removed/demolished since last report	-		
4. Number of buildings affected by map revisions since last report (+ or -)			
5. Number of buildings affected by corporate limits changes (+ or -)			
6. Current total number of buildings in the SFHA (bSF) (total lines 1-5)			
7. Number of substantial improvement/damage projects since last report			
8. Number of repetitive loss properties mitigated since last report			
9. Number of LOMRs and map revisions (not LOMAs) since last report			
10. Acreage of the SFHA (aSFHA) as of the last report (line 13, last report)			
11. Acreage of area(s) affected by map revisions since last report (+ or -)			
12. Acreage of area(s) affected by corporate limits changes (+ or -)			
13. Current acreage of the SFHA (aSFHA) (total lines 10-12)			
14. Primary source for building data:			
15. Primary source for area data:			
16. Period covered:	Current FIRM date		
<i>If available, the following data would be useful:</i>			
17. Number of new manufactured homes installed since last report			
18. Number of other new 1-4 family buildings constructed since last report			
19. Number of all other buildings constructed/installed since last report			

**Comments:**

*(Please note the number of the line to which the comment refers.)*

*[continued on next page]*

## Instructions

At the first verification visit after the 2013 *CRS Coordinator's Manual* takes effect, ONLY LINES 6 AND 13 NEED TO BE COMPLETED. These lines form the baseline data about the number of buildings and area of the SFHA for when the table is completed as part of the next annual recertification. The "period covered" entered in line 16 is the date that lines 6 and 13 are first completed.

The entire table is completed at all subsequent annual recertifications and cycle verification visits. The information in lines 6 and 13 from the last report is transferred to lines 1 and 10 in the next report.

## Instructions for the Columns

Column A numbers are for the SFHA (the A and V Zones shown on the Flood Insurance Rate Map) (FIRM)). Use the FIRM currently in effect, not a draft or pending revision.

Column B is completed only if the community receives CRS credit for regulating floodplain development outside the SFHA under Activity 410 (Floodplain Mapping) or Activity 430 (Higher Regulatory Standards).

Column C numbers help relate what happens in the floodplain to what is happening in the rest of the community.

Enter "0" if there are no numbers to report for this period. Do not leave a cell blank. Do not fill in the shaded boxes.

## Instructions for the Lines

Lines 1-7 deal with buildings.

- Section 301.a of the *CRS Coordinator's Manual* defines what constitutes a "building" and lists examples of structures that are not counted as "buildings" by the CRS.
- Section 302.a of the *CRS Coordinator's Manual* describes how the CRS counts buildings. For example, accessory structures are not counted.
- As noted in Section 302.a, to determine building counts, communities may use any method that yields reasonably good estimates of the number of buildings. Examples of acceptable methods are listed in Section 302.a. Precision is less important for large numbers. For example, the impact of the numbers will not change much if there are 10,000 buildings or 10,100 buildings.
- If a building is out of the SFHA, but in a parcel that is partly in the SFHA, it is not counted in column A—In the SFHA.
- In line 14, note how the building counts were obtained or estimated. Use the comments area, if needed.

Line 4 refers to map revisions. These include physical map revisions, Letters of Map Revision (LOMR), and Letters of Map Amendment (LOMA). If a building is removed from the SFHA by FEMA through a LOMA, but the community still administers its floodplain management regulations on the property, the building should not be included in the line 4 count in column A—In the SFHA. However, communities that still regulate areas removed by LOMAs can receive credit under Activities 410 or 430. If the community is receiving such credit, the building should be counted under column B—In a regulated floodplain outside the SFHA.

Line 7 is for the total number of buildings that were substantially improved plus the number of buildings that were substantially damaged during the period covered.

[continued on next page]

Community \_\_\_\_\_ State \_\_\_\_\_ CID \_\_\_\_\_

Lines 10–13 deal with areas.

- Section 403.e of the *CRS Coordinator's Manual* discusses calculating areas for CRS purposes.
- Section 403.e notes that communities “should not spend an inordinate amount of time measuring areas.” As with buildings, communities may use any method that yields reasonably good estimates. Examples of acceptable approaches are listed in Section 403.e.
- Line 13 asks for the current acreage of the SFHA. The best source for this number is a GIS layer that shows the SFHA. If the community does not have GIS, the county, regional agency, or state NFIP mapping office may have SFHA layers and may be able to provide the data. If the community has a relatively recent FIRM, the study contractor or consulting engineer may have the data.
- In line 15, note how the area calculations were obtained or estimated. Use the comments area, if needed.

Lines 17–19 are voluntary, if the numbers are readily available.

- Line 17 includes replacing an existing manufactured home with a new one. The newly placed manufactured home is counted as a new, post-FIRM, building.
- The total of lines 17–19 should equal the value entered in line 2.



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**February 27, 2020**

**Department** Safety & Code Enforcement

**Director Approval** *David Cowan*

**AGENDA ITEM** Setting the date for a Public Hearing -- 1008 W. Laurel

**SUMMARY RECOMMENDATION** City staff recommends setting the date of April 23, 2020, at 5:30 p.m. for a Public Hearing to consider condemnation.

**BACKGROUND** The Independence Fire-EMS responded to a structure fire at 1008 W. Laurel on the evening of January 31, 2020. The fire caused substantial damage to the kitchen and smoke and heat damage throughout the structure. The residence is insured and the insurance adjuster has determined it is not a total loss. The City of Independence has sent a letter to the owner asking for a timeline of repairs or if they intend to remove the structure but has no response from the owner at this time.

**BUDGET IMPACT** The budget impact would consist of the cost of demolition if the owner does not diligently pursue repair or removal of the structure.

**SUGGESTED MOTION** I move to set the date of April 23, 2020, at 5:30 p.m. for a public hearing to consider condemnation of a fire damaged structure at 1008 W. Laurel Street.

**SUPPORTING DOCUMENTS**

1. Pictures
2. Letter to Owner
3. Resolution



1016

1012

1008

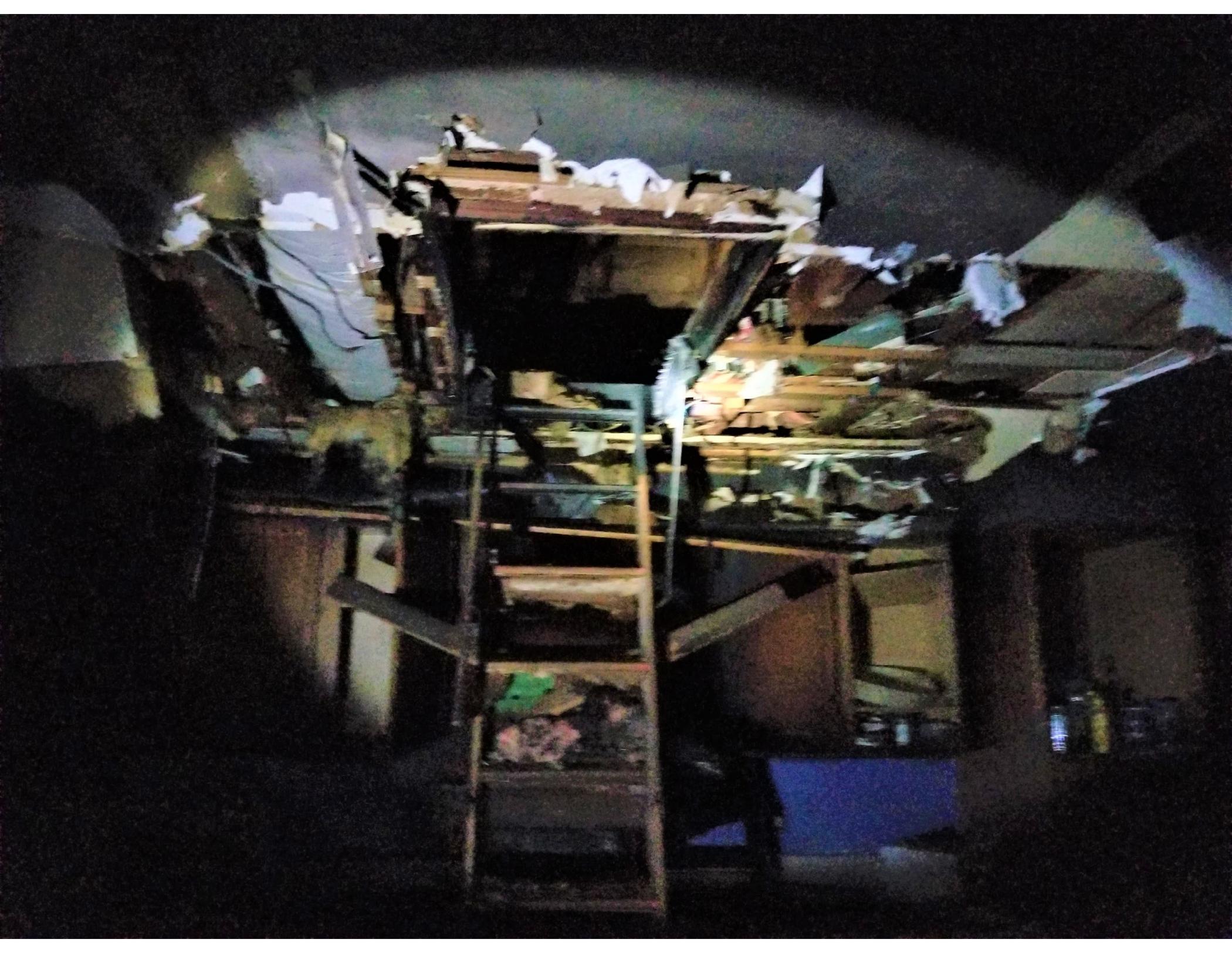
1004

1000

West Laurel Street

North 16th Street







February 18, 2020

Odessa Dunn  
1008 W. Laurel Street  
Independence, Kansas 67301

Dear Ms. Dunn:

I am writing to inform you that the City of Independence will be asking the Commission on February 27, 2020, to set a date of April 23, 2020, to consider condemnation of your residence at 1008 West Laurel Street as dangerous and unsafe.

In order to avoid having your residence condemned as dangerous and unsafe on April 23, 2020, I am needing for you to communicate with me your intentions with the property.

1. Do you plan to make repairs to the structure?
  - a. If yes, the City will need a timeline of repairs.
    - i. On a piece of paper, please provide information on who will be making the repairs and a timeline of completion of those repairs.
  - b. If no, you do not plan on making repairs to the house.
    - i. The City of Independence will proceed with condemnation and will work with you to have the structure removed or sold within a timeframe set by City Code.
2. If possible, I would like to inform the City Commission of your intentions on the 27<sup>th</sup> of February at 5:30 p.m. at the Veteran's Room at Memorial Hall. You are welcome to attend the meeting and inform the commission of your intentions if you desire or you can communicate with me and I can inform them.
3. If I do not hear from you by the 27<sup>th</sup> of February, it will be **very important** that you communicate or attend the April 23, 2020 meeting to avoid condemnation of the property.

Please feel free to contact me at any time by calling 620-332-2528 or by email at [davidc@independences.gov](mailto:davidc@independences.gov).

Thank You,

David Cowan

**RESOLUTION NO. 2020-007**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF HEARING BEFORE THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, OF WHICH OWNERS, OWNERS AGENTS, LIEN HOLDERS OF RECORD AND ANY OCCUPANTS, IF ANY, OF THE STRUCTURE OR STRUCTURES IDENTIFIED BELOW, IN SAID CITY MAY APPEAR AND SHOW CAUSE WHY SAID STRUCTURE OR STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED PURSUANT TO K.S.A. 12-1751 ET. SEQ.

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 27<sup>th</sup> day of February 2020, file with the Governing body of said City, statements and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** Lot 10 Excluding the West 2', Block 13, York & Wilsons Addition to the City of Independence, Montgomery County, Kansas

**Common Address:** 1008 W.Laurel Street

**Mortgage:**

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

That a public hearing will be held on Thursday, **April 23, 2020** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in the Veterans Room, Memorial Hall, Penn Ave. and Locust Streets, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

Be it further resolved that the City Clerk shall cause this Resolution to be published one time each week for two consecutive weeks on the same day of each week, that at least thirty (30) days shall elapse between the last publication and the date set for hearing and the City Clerk shall give notice of the aforesaid hearing in the manner provided by Ordinance and by law.

Be it further resolved by the Governing Body of the City of Independence that its authority for the actions set forth herein is established pursuant to K.S.A. 12-1751 ET. SEQ.

Adopted this 27<sup>th</sup> day of February 2020.

(SEAL)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**February 27, 2020**

**Department** Safety & Code Enforcement

**Director Approval** *David Cowan*

**AGENDA ITEM** Setting the date for a Public Hearing – 601 N. 8<sup>th</sup> Street

**SUMMARY RECOMMENDATION** City staff recommends setting the date of April 23, 2020, at 5:30 p.m. for a Public Hearing to consider condemnation.

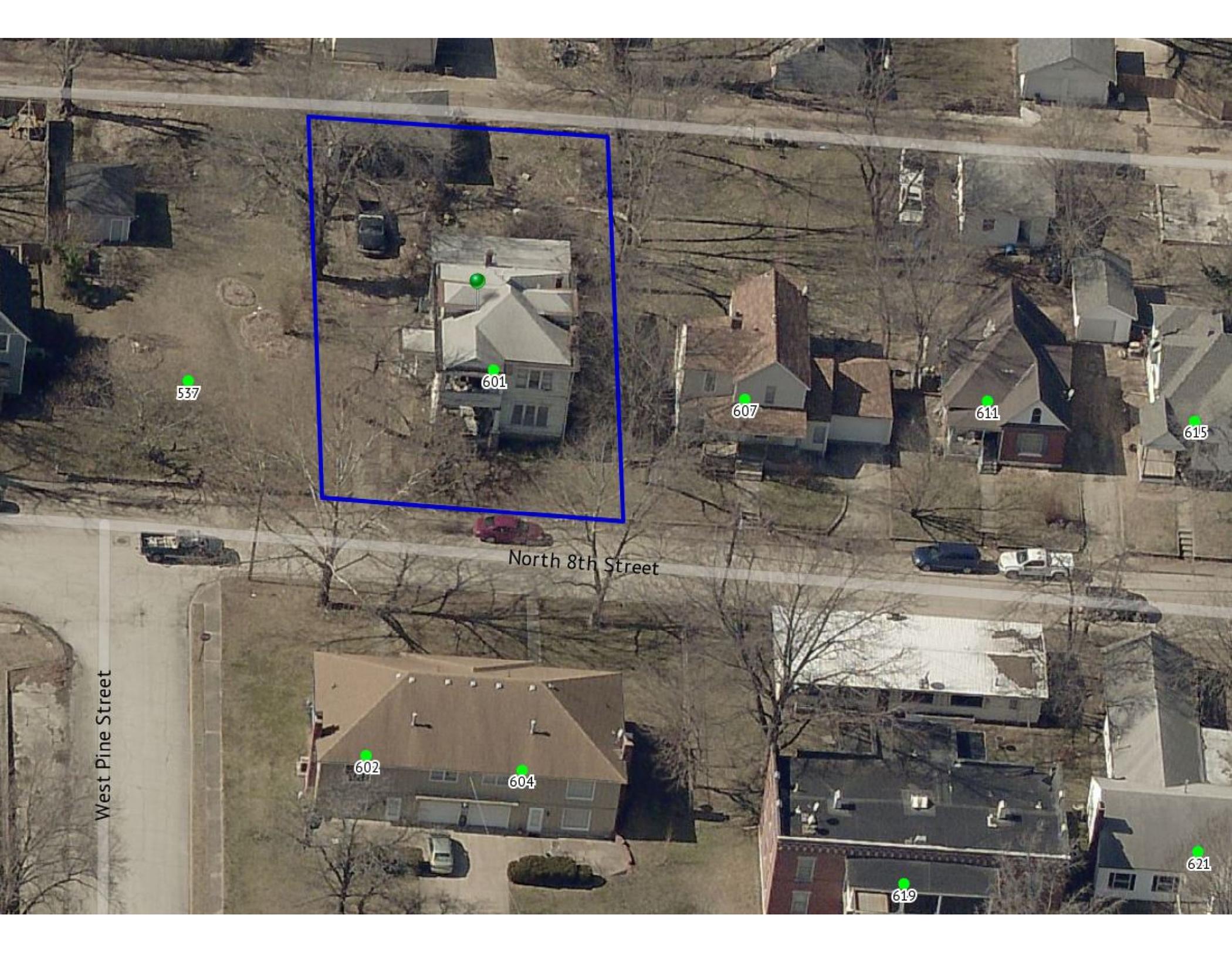
**BACKGROUND** The City of Independence has received multiple complaints about the condition of the structure located at 601 N. 8<sup>th</sup> street. The owners of the property no longer live in Independence and the house has been empty for approximately 8 months.

**BUDGET IMPACT** The budget impact would consist of the cost of demolition if the owner does not diligently pursue repair or removal.

**SUGGESTED MOTION** I move to set the date of April 23, 2020, at 5:30 p.m. for a public hearing to consider condemnation of 601 N. 8<sup>th</sup> Street.

**SUPPORTING DOCUMENTS**

1. Pictures
2. Letter to Owner
3. Resolution



537

601

607

611

615

North 8th Street

West Pine Street

602

604

619

621



607



























February 20, 2020

Patrick & Christina Jewers  
601 N. 8<sup>th</sup> St.  
Independence, Kansas 67301

Dear Mr. Jewers:

I am writing to inform you that the City of Independence will be asking the Commission on February 27, 2020, to set a date of April 23, 2020, to consider condemnation of your residence at 601 N. 8th Street as dangerous and unsafe.

In order to avoid having your residence condemned as dangerous and unsafe on April 23, 2020, I am needing for you to communicate with me your intentions with the property.

1. Do you plan to make repairs to the structure?
  - a. If yes, the City will need a timeline of repairs.
    - i. On a piece of paper, please provide information on who will be making the repairs and a timeline of completion of those repairs.
  - b. If no, you do not plan on making repairs to the house.
    - i. The City of Independence will proceed with condemnation and will work with you to have the structure removed or sold within a timeframe set by City Code.
2. If possible, I would like to inform the City Commission of your intentions on the 27<sup>th</sup> of February at 5:30 p.m. at the Veteran's Room at Memorial Hall. You are welcome to attend the meeting and inform the commission of your intentions if you desire or you can communicate with me and I can inform them.
3. If I do not hear from you by the 27<sup>th</sup> of February, it will be **very important** that you communicate or attend the April 23, 2020 meeting to avoid condemnation of the property.

Please feel free to contact me at any time by calling 620-332-2528 or by email at [davidc@independences.gov](mailto:davidc@independences.gov).

Thank You,

David Cowan

**RESOLUTION NO. 2020-008**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF HEARING BEFORE THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, OF WHICH OWNERS, OWNERS AGENTS, LIEN HOLDERS OF RECORD AND ANY OCCUPANTS, IF ANY, OF THE STRUCTURE OR STRUCTURES IDENTIFIED BELOW, IN SAID CITY MAY APPEAR AND SHOW CAUSE WHY SAID STRUCTURE OR STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED PURSUANT TO K.S.A. 12-1751 ET. SEQ.

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 27<sup>th</sup> day of February 2020, file with the Governing body of said City, statements and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

**Legal:** Lot 38; Elmhurst Addition to the City of Independence, Montgomery County, Kansas

**Common Address:** 601 N 8<sup>th</sup> Street

**Mortgage:**

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

That a public hearing will be held on Thursday, **April 23, 2020** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in the Veterans Room, Memorial Hall, Penn Ave. and Locust Streets, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

Be it further resolved that the City Clerk shall cause this Resolution to be published one time each week for two consecutive weeks on the same day of each week, that at least thirty (30) days shall elapse between the last publication and the date set for hearing and the City Clerk shall give notice of the aforesaid hearing in the manner provided by Ordinance and by law.

Be it further resolved by the Governing Body of the City of Independence that its authority for the actions set forth herein is established pursuant to K.S.A. 12-1751 ET. SEQ.

Adopted this 27<sup>th</sup> day of February 2020.

(SEAL)

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Mayor

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City Clerk



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**February 27, 2020**

**Department** Utilities

**Director Approval** Terence Lybarger

**AGENDA ITEM** Consider modifying the scope of work for water treatment plant Phase II.

**SUMMARY RECOMMENDATION** Approve the modified scope of work.

**BACKGROUND** On February 19, 2020 the City Commission met with Sarah Unruh from PEC and City staff to review the scope of work and contract for the Phase II improvements at the Water Treatment Plant. At the meeting PEC was directed to include the demolition plan for existing out-of-service concrete tank, and provide a cost for core samples to be taken at the existing two concrete basins and design of repairs. PEC provided a scope of work and cost of \$5,500 for this additional work. If the Commission approves this additional work, then the contract will be revised and placed on your next agenda for approval.

**BUDGET IMPACT** \$171,500 for PEC's fee to be paid from the Water Treatment Plant Upgrade Fund (Fund 10).

**SUGGESTED MOTION** I move to modify the scope of work for the Water Treatment Plant Phase II project as presented and direct a revised contract to be prepared for consideration at the next regular Commission meeting.

**SUPPORTING DOCUMENTS**

1. Description and cost of proposed additional work.
2. RCA and related documents from the February 19, 2020 meeting.

## Kelly Passauer

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**From:** Sarah Unruh, PE  
**Sent:** Monday, February 24, 2020 7:34 AM  
**To:** Kelly Passauer; Terry Lybarger  
**Subject:** RE: Independence WTP Phase 2 - Contact Basin Concrete Cores & Repair Design

Kelly:

We can modify Task 8 as follows to account for the demolition plan:

### 8. Task 8 - Rehabilitation of Clearwells and North Settling Basin:

- a) Determine options for inspection of interior of clearwells while in service and if taken out of service for inspection.
- b) Contact inspection firms and obtain proposals for the required inspection work. Review with Owner and assist in procuring inspection services for the interior of the clearwells. Inspection services shall be paid for by the OWNER directly.
- c) Perform visual inspection of clearwell exterior by structural engineer and review available drawings and previous inspection reports.
- d) Develop preliminary options and cost estimates to address observed issues in clearwells and prepare a summary technical memorandum to discuss with CLIENT.
- e) Prepare 90% drawings and specifications for clearwell and north settling basin repairs. Clearwell repairs shall be based on selected solution from inspection performed. Drawings and specifications shall also include repair of north settling basin concrete per the Design Memo (Dated November 28, 2017) recommendations. Submit 90% drawings and specifications with cost estimate to CLIENT for review.
- f) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review.
- g) Prepare final sealed drawings and specifications and send to KDHE for review.

Include demolition plan for existing out-of-service concrete tank.

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**From:** Kelly Passauer  
**Sent:** Friday, February 21, 2020 4:29 PM

**To:** Sarah Unruh, PE ; Terry Lybarger

**Subject:** RE: Independence WTP Phase 2 - Contact Basin Concrete Cores & Repair Design

Sarah,

Do we need to include the demolition of the structure? I know you said it would not increase the design cost, but shouldn't it be reflected in the scope of work?

Thanks!

Kelly

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**From:** Sarah Unruh, PE <[Sarah.Unruh@pec1.com](mailto:Sarah.Unruh@pec1.com)>

**Sent:** Thursday, February 20, 2020 10:18 AM

**To:** Kelly Passauer <[kellyp@independences.gov](mailto:kellyp@independences.gov)>; Terry Lybarger <[terryl@independences.gov](mailto:terryl@independences.gov)>

**Subject:** Independence WTP Phase 2 - Contact Basin Concrete Cores & Repair Design

Kelly & Terry:

Per our discussion today, the scope for the concrete cores in the contact basins is as follows:

1. Concrete Cores:
  - a. PEC will use an appropriate One-Call utility locate system prior to arriving onsite.
  - b. Obtain (2) concrete core samples from within two existing concrete basins.
  - c. Core holes will be patched with high-strength grout
  - d. General cleanup of the site
2. Repair Design
  - a. Visually observe the drained contact basins, sidewalk and associated handrail between the east and west basins, and concrete cores.
  - b. Prepare recommendations and estimated costs for concrete and handrail repair work and review with the CLIENT.
  - c. Prepare 90% drawings and specifications for contact basin concrete repairs and handrail replacement. Basin concrete repairs are assumed to include epoxy injection of cracks, perimeter wall repair, and patching of spalled topping. If additional or further repairs are recommended, a supplemental agreement will be issued for the associated additional work.
  - d. Address CLIENT comments and prepare 100% drawings and specifications for CLIENT review.
  - e. Prepare final sealed drawings and specifications for KDHE review.

The additional fee for this work will be \$5,500.

Please review with the Commission and advise if you want to add this to the contract. Let me know if you have any questions.

Thanks!

## Sarah Unruh, PE

Municipal Division

316-206-1410 Direct 316-304-8732 Mobile

[Sarah.Unruh@pec1.com](mailto:Sarah.Unruh@pec1.com)



**Professional Engineering Consultants**

303 South Topeka Wichita, KS 67202

316-262-2691 [www.pec1.com](http://www.pec1.com)

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**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**February 19, 2020**

**Department** Utilities

**Director Approval** Terry Lybarger

**AGENDA ITEM** Consider an agreement with PEC for the Phase 2 improvements at the Water Treatment plant.

**SUMMARY RECOMMENDATION** Approve a modified contract.

**BACKGROUND** On October 9, 2019 the City Commission met with representatives of PEC and City staff to review a proposed scope of work for Phase II of the Water Treatment Plant Project prepared by PEC. At that meeting it was decided that PEC would make changes to the contract adding language for the contact basin work and utilize a local survey crew prior to returning for contract approval. For your discussion and consideration, a revised agreement has been received from PEC. The City Attorney is currently reviewing the revised contract. Sarah Unruh with PEC will be available at the meeting to further discuss the revised agreement.

**BUDGET IMPACT** \$166,000 for PEC's fee to be paid from the Water Treatment Plant Upgrade Fund (Fund 10).

**SUGGESTED MOTION** I move to approve a contract with PEC for design services for Phase II of the Water Treatment Plant Project, pending City Attorney approval.

**SUPPORTING DOCUMENTS**

1. Revised contract prepared by PEC
2. Status of projects previously identified
3. October 9, 2019 Approved Minutes
4. October 9, 2019 RCA



February 12, 2020

Mr. Leonhard Caflisch  
Mayor  
City of Independence  
811 W. Laurel Street  
Independence, KS 67301

Reference: AGREEMENT for Independence WTP Phase 2 Improvements  
PEC Project No. 35-190768-000-0918

Dear Mr. Caflisch:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to City of Independence (“Client”) in connection with the referenced Project, and in accordance with this letter agreement (“Agreement”). The services to be performed by PEC (“the Services”) are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

**Performance.** PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

**Client Responsibilities.** To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

**Payment.** Invoices will be submitted periodically and are due and payable upon receipt. Unpaid balances more than 30 days past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

**Work Product.** PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

**Insurance.** PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

**Supplemental Agreements.** Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

**Differing, Concealed, or Unknown Conditions.** If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

**Fast-Track, Phased or Accelerated Schedule.** Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

**Force Majeure.** PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

**Construction Means; Safety.** PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

**Cost Estimates.** Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

**Termination.** Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

**Environmental Hazards.** Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

**Betterment.** PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**Dispute Resolution.** The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

**Jurisdiction; Venue; Governing Law.** To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Montgomery County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

**Indemnity.** To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

**Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total limits of insurance liability under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

**Assignment.** Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

**No Third-Party Beneficiaries.** This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

**Entire Agreement.** This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

**Severability.** If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Mr. Leonhard Cafilisch  
City of Independence  
Independence WTP Phase 2 Improvements  
February 12, 2020  
Page 5

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

  
Sarah C. Unruh, P.E.  
Project Manager

SCU:hsr

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: , Signatory

Printed Name: Michael D. Kelsey, P.E.

Title: Principal, Municipal Division Manager

Date: February 12, 2020

ACCEPTED:

CITY OF INDEPENDENCE

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

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

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

## **EXHIBIT A**

### **A. Project Description.**

1. The project includes the second phase of work at the water treatment plant, funded by the State Revolving Loan Fund (SRLF) under the OWNER's existing loan agreement. The work includes: SRLF assistance associated with adding these design projects to the loan; addressing the permitting of the existing residuals lagoons per KDHE requirements and communication dated April 18, 2019; replacement of the existing sludge line from the clarifier; inspection of the clearwells to determine if leakage is occurring and how to address issues noted; protection of the high service pump station from the entrance of flood waters; coating of the filter building floor; relocation of the chlorine gas storage and feed into a new structure; modification of the existing filter building to accommodate new spaces; security fencing; field survey and geotechnical work; and bidding and construction administration services associated with the designs.

### **B. Anticipated Project Schedule.**

1. PEC shall commence its services on the Project within 7 days after receiving CLIENT's notice to proceed.
2. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

### **C. Scope of Services.**

1. Task 1 - Project Management:
  - a) Project management tasks to include development and management of the project schedule, preparation and distribution of meeting minutes, progress reports, and client communications.
  - b) Kick-off meeting with the CLIENT to confirm the scope items, establish a project schedule, and discuss initial design items.
2. Task 2 - Site Survey:
  - b) Prepare survey request for the water treatment plant property as noted in Exhibit B and submit to Cornerstone Regional Surveying, LLC (Cornerstone). PEC will contract with Cornerstone for the project field survey work.
  - c) Review survey files from Cornerstone and work with them to address any questions or data gaps.
  - d) Utilize provided survey files for design drawings. PEC will not be responsible to field verify information received and will solely rely on Cornerstone for the accuracy of the survey data.
3. Task 3 - Geotechnical Investigations:
  - a) Field geotechnical investigation scope shall include work for the chemical feed relocation scope item only.
  - b) ENGINEER will use an appropriate One-Call utility locate system prior to arriving onsite.
  - c) Field work to include:

- i. (2) subsurface borings to depths 20 feet below existing grade
      - ii. SPT sampling at the following intervals: 1.5', 3.0', 6.0', 8.5', and at 5.0' intervals thereafter
      - iii. Relatively undisturbed soil samples (Shelby Tubes) will also be obtained, if applicable
    - d) Laboratory testing will be performed to determine the following index and engineering properties:
      - i. Moisture Content
      - ii. Density
      - iii. Atterberg Limits
      - iv. Percent Passing #200 sieve
      - v. Unconfined Passing #200 sieve
    - e) Prepare sealed geotechnical report, including boring logs, soil descriptions and classifications, groundwater elevations at the time of drilling, and laboratory test results.
    - f) Building foundation design and construction recommendations, including deep and shallow foundation design parameters, earthwork, excavation, soil stabilization, and controlled fill.
    - g) Boreholes will be plugged with sodium bentonite, auger cuttings (spoils) and capped with similar materials.
    - h) General cleanup of the site.
4. Task 4 - Start Revolving Loan Fund (SRLF) Assistance:
- a) Prepare paperwork for amendment of the loan and send to Owner for review.
  - b) Assist Owner in submission of loan amendment paperwork to KDHE.
  - c) Prepare updated Preliminary Engineering Report (PER) to include the Phase 2 design projects outlined herein and submit to KDHE for review.
  - d) Conduct wage rate interviews during construction as required by KDHE and submit to Owner with associated disbursement request. Owner shall be responsible to execute and submit wage rate interviews to KDHE.
  - e) Receive and review weekly payroll forms from Contractor during construction and address any comments or issues with Contractor. Maintain electronic copies of all payroll forms and provide to Owner.
  - f) Prepare disbursement request forms for Owner for each Contractor pay application processed. Owner shall be responsible to execute and submit disbursement requests and associated paperwork to KDHE.
  - g) Prepare MBE/WBE reports during construction as required by KDHE and submit to Owner. Owner shall be responsible to execute and submit MBE/WBE reports to KDHE.
  - h) Obtain American Iron and Steel (AIS) material certificates from Contractor and submit to KDHE for review as required for the project. Maintain database of AIS certifications and supply to Owner for their loan record.
  - i) Prepare and maintain a spreadsheet to track the SRLF loan projects for Phase 1 and Phase 2 to include: phase, project work, change orders approved, final cost, and loan balance.

5. Task 5 - Residuals and Solids Handling:

The OWNER received a letter from KDHE after a recent inspection of the water treatment plant that noted the existing residuals lagoons that accept a waste stream from the existing clarifier is not permitted to discharge. This task will prepare the necessary reporting and permit application to submit to KDHE for permitting of this existing system.

- a) Review existing drawings and available information for residuals lagoons including piping, structures and Construction Observation and Testing.
- b) Contact KDHE to review requirements for permitting of existing residuals lagoons including study components, sampling requirements of existing discharge flow, anticipated required sampling once lagoon is permitted, and field investigation required.
- c) Coordinate sampling of existing lagoon discharge. CLIENT shall collect recommended samples, submit to laboratory approved by KDHE for analysis and pay directly for laboratory costs. CLIENT shall supply sampling results to ENGINEER.
- d) Prepare draft anti-degradation study and submit to CLIENT for review. Study to include summary of existing treatment processes and lagoon system; discussion of discharge sampling results, and process diagrams for the water treatment processes; and evaluation of three options to address the discharge from the residual lagoon system.
  - i. discharge to a publicly owned treatment works (POTW),
  - ii. non-discharging system, and
  - iii. discharge to the tributary
- e) Address CLIENT comments and submit study to KDHE for review and approval.
- f) Address KDHE comments and provide updated study as required.
- g) Prepare and submit permit application as needed for discharge permit approval.

6. Task 6 - Filter Backwash:

The OWNER received a letter from KDHE after a recent inspection of the water treatment plant that noted the existing filter backwash waste line is piped to the storm sewer which discharges to the Verdigris River and is not permitted. This task will evaluate options to address the filter backwash waste stream per KDHE requirements. Design of any improvements related to these identified waste streams will be done by supplemental agreement.

- a) Review existing drawings and available information for settling basin drains and filter backwash system including design elements, flow, frequency, water quality, and existing infrastructure.
- b) Contact KDHE to review regulatory requirements and options for addressing discharge and/or disposal of the filter backwash and settling basin drain waste streams.
- c) Develop conceptual drawings and budgetary cost estimates for up to two options to address the identified waste streams per KDHE requirements.
- d) Present options and estimated costs to CLIENT in technical memorandum for review.

7. Task 7 - Clarifier Sludge Line Replacement:
- a) The project will include design drawings and specifications for replacement of the following: Approximately 150-ft of the existing 12" clarifier blowdown piping from the sludge draw-off manhole to the first yard manhole.
  - b) Review existing drawings and equipment information, as provided by the CLIENT, for the piping from the clarifier to the sludge beds.
  - c) Meet with CLIENT in onsite meeting to observe existing systems noted, review system operation and needs, and obtain additional available manuals and information for the project elements.
  - d) Develop 60% drawings, specifications, and cost estimates for CLIENT review. Process pipe replacement drawings to include pipe size, material, general location consistent with existing location, connection details, and general notes.
  - e) Address CLIENT comments and prepare 100% drawings, technical specifications, and cost estimates for CLIENT review.
  - f) Prepare final sealed drawings and specifications and submit to KDHE for review.
8. Task 8 - Rehabilitation of Clearwells and North Settling Basin:
- a) Determine options for inspection of interior of clearwells while in service and if taken out of service for inspection.
  - b) Contact inspection firms and obtain proposals for the required inspection work. Review with Owner and assist in procuring inspection services for the interior of the clearwells. Inspection services shall be paid for by the OWNER directly.
  - c) Perform visual inspection of clearwell exterior by structural engineer and review available drawings and previous inspection reports.
  - d) Develop preliminary options and cost estimates to address observed issues in clearwells and prepare a summary technical memorandum to discuss with CLIENT.
  - e) Prepare 90% drawings and specifications for clearwell and north settling basin repairs. Clearwell repairs shall be based on selected solution from inspection performed. Drawings and specifications shall also include repair of north settling basin concrete per the Design Memo (Dated November 28, 2017) recommendations. Submit 90% drawings and specifications with cost estimate to CLIENT for review.
  - f) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review.
  - g) Prepare final sealed drawings and specifications and send to KDHE for review.
9. Task 9 - High Service Pump Station Flood Protection:
- a) Review historical flood level information and construction limitations in floodway/floodplain.
  - b) Review permitting requirements for working in floodplain and prepare a Division of Water Resources floodplain fill permit if required.
  - c) Develop two options to protect high service pump station from flood waters and present in a memo to review with CLIENT. Options to be evaluated include replacement of existing exterior doors facing the river and construction of a low wall around the building entrance.
  - d) Prepare 90% drawings and specifications based on selected solution and submit to CLIENT with cost estimate for review.

- e) Address CLIENT comments and prepare 100% drawings, technical specifications and cost estimate for CLIENT review.
  - f) Prepare final sealed drawings and specifications and send to KDHE for review.
  - g) Prepare permitting as required for CLIENT to execute. Permit fees shall be paid for directly by the CLIENT.
10. Task 10 - Filter Building Floor Coating
- a) Evaluate options for floor coating and present to CLIENT for review.
  - b) Prepare 90% drawings and specifications based on selected solution and submit to CLIENT for review.
  - c) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review.
  - d) Prepare final sealed drawings and specifications and send to KDHE for review. Address KDHE comments until approval is achieved.
11. Task 11 - Relocation of Chlorine Gas Chemical Feed
- a) Review existing facility chlorine gas feed equipment and operations including chlorine gas storage tanks, feed piping, gas feed equipment, and feed points. Review existing site layout, limitations and survey data gathered from previous task.
  - b) Develop preliminary drawings for construction of new chlorine gas feed building east of the existing filter building and relocation of parking lot to the west side of the filter building.
  - c) Preliminary drawings will include survey information, proposed chlorine gas feed building size and location, proposed storage and feed equipment, proposed feed piping routing, and pavement limits for new parking lot.
  - d) Review preliminary drawings and cost estimate with CLIENT.
  - e) Develop 90% drawings and specifications based on preliminary plan comments and submit with cost estimate to CLIENT for review.
  - f) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review. Submit with cost estimate.
  - g) Prepare final sealed drawings and specifications and send to KDHE for review.
12. Task 12 - Security Fencing
- a) Security fencing shall include 8' tall fencing around the perimeter of the water treatment plant including access gates at the main entrances/accesses. Design does not include fencing for the intake, pump stations, or other structures not in the main plant area.
  - b) Prepare 30% plans and details for either chainlink or decorative metal fence. If a decorative metal fence with columns is requested, a supplemental agreement will be issued for the additional scope.
  - c) Review 30% drawings and cost estimate with CLIENT.
  - d) Develop 90% drawings, details, and specifications based on 30% design comments and submit with cost estimates to CLIENT for review.
  - e) Address CLIENT comments and prepare 100% drawings and specifications for CLIENT review. Submit with cost estimate.
  - f) Prepare final sealed drawings and specifications and send to KDHE for review.

13. Task 13 - Rehabilitation of Clarifier
  - a) Contact Ovivo to obtain updated cost estimates for clarifier repairs per their recommendations as included in the previous Design Memo (dated November 28, 2017).
  - b) Develop 90% drawings and specifications to address the recommendations for the clarifier repairs included in the Design Memo (dated November 28, 2017) and submit with cost estimate to CLIENT for review.
  - c) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review. Submit with cost estimate.
  - d) Prepare final sealed drawings and specifications and send to KDHE for review.
  
14. Task 14 - Filter Building Modifications
  - a) Filter building modifications to include reconfiguring the existing floor plan to accommodate locker room/restroom, laboratory, breakroom, office, and associated spaces.
  - b) Develop schematic architectural floor plan and exterior elevations for review with CLIENT.
  - c) Develop 60% plans and specifications for the filter building modifications including structural, electrical, mechanical, and architectural elements. Connection to existing HVAC systems is assumed; if replacement of the existing HVAC system is required, a supplemental agreement will be issued for the additional design work. Submit to CLIENT with cost estimate for review.
  - d) Address CLIENT comments and prepare 100% drawings, specifications and cost estimate for CLIENT review.
  - e) Prepare final sealed drawings and specifications and send to KDHE for review. Prepare permitting as required for CLIENT to execute.
  
15. Task 15 - Bidding Services
  - a) Prepare the advertisement for bids and post to ENGINEER website plan room; address bidder questions; issue addenda as needed; review bids; and prepare award recommendation letter for CLIENT.
  - b) Conduct a pre-bid meeting and issue minutes.
  - c) Prepare bid packet checklist and submit to KDHE per SRLF requirements.
  
16. Task 16 - Construction Administration Services
  - a) Review and process submittals, requests for information (RFIs), change orders, and contractor pay applications.
  - b) Attendance at up to ten (10) progress meetings as coordinated by the contractor. Contractor shall schedule meetings and issue minutes to all attendees.
  - c) Coordination of final inspection with KDHE.
  - d) Coordinate and participate in final walkthrough of project.
  - e) Develop and distribute punchlist; update and distribute as required until project completion.
  - f) Project close-out including issuing of substantial completion certificate, close-out items as required by KDHE SRLF, and preparation of record drawings to include pdf markups of sealed bid drawings.

**D. Additional Responsibilities of CLIENT:**

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Drawings, studies, reports, and other information available pertaining to the existing building and site.
2. Timely reviews of reports, design submittals, or other project documentation.
3. Assuring that private utilities, not located by an appropriate One-Call utility locate system, are identified prior to arrival onsite for field work, or have made arrangements for a CLIENT representative with knowledge of such utilities to meet onsite prior to commencement of drilling activities.
4. Information related to known and/or potentially hazardous subsurface conditions and/or history of site contamination.
5. Provide right of entry for ENGINEER's personnel in performing site visits, field surveys and inspections.
6. Provide current Title Report for water treatment plant property.

**E. Exclusions:**

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Development of separate design document sets for each improvement. Scope is based on all design work being developed in one design and bid package. If separate design and bid packages are desired, the additional scope and fee associated with this will be done so by supplemental agreement.
2. Any filing or permit fees - all fees shall be paid directly to the regulatory agency/entity by the CLIENT.
3. Boundary survey.
4. Vacuum excavation of utilities.
5. Environmental assessments.
6. Outside consultants.
7. Sampling of lagoon discharge and associated analytical testing costs.
8. Design of any improvements to the lagoon system or wastewater treatment facility.
9. Review of the mixing zone and resulting impacts of discharging from the lagoon system to the receiving stream.
10. Destructive testing of concrete for clearwells.
11. On-site inspection services during construction.
12. Geotechnical work for existing residuals lagoons shall include only a boring log. No soil analysis or recommendations will be developed.
13. Offsite removal of spoils.
14. Handling of contaminated soils.
15. Construction staking.
16. Development of or updating of existing Risk Management Plan or Emergency Response Plan.
17. Permitting other than completion of KDHE Public Water Supply Permit for the proposed work.

**F. PEC's Fees & Reimbursable Expenses.**

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a lump sum basis including reimbursables in the amount of \$166,000.00.
3. Reimbursable Expenses shall include mileage.
4. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

**TO:** City of Independence  
811 West Laurel Street  
Independence, KS 67301

**ATTENTION:** Kelly Passauer

**FROM:** Sarah Unruh, P.E.

**REFERENCE:** State Revolving Loan Fund Project  
Summary

**DATE:** February 17, 2020

**PROJECT NO.:** 170498-000

**PROJECT:** Independence Water Treatment Plant  
Improvements

**COPIES TO:** File

Please advise immediately of any misconceptions or omissions you believe to be contained herein.

A Design Memorandum was prepared in 2017 that detailed the potential projects the City was considering at the water treatment plant under the State Revolving Loan Fund (SRLF) program. Phase 1 of the improvements was completed in 2019, with Phase 2 planned to begin design in 2020. Each project identified in the 2017 Design Memo is listed below, with status noted.

### 2017 Design Memorandum Project Status

Improvement Project	Improvement Phase	Status
<b>Electrical System Upgrades</b>	Phase 1	Complete
<b>Primary Settling Basin Repairs</b>	Phase 2	Not complete
<b>Clarifier Repairs</b>	Phase 2	Not complete
<b>Filter Building Renovations</b>	Phase 2	Not complete
<b>Security Fencing</b>	Phase 2	Not complete

Additional potential projects that have been identified by the City for inclusion in the Phase 2 improvement project are listed below.

### Additional Proposed Phase 2 Improvements

Improvement Project	Improvement Phase	Notes
<b>Anti-Degradation Study</b>	Phase 2	Required by KDHE
<b>Filter Backwash Review Memo</b>	Phase 2	Required by KDHE
<b>Clarifier Sludge Line Replacement</b>	Phase 2	
<b>High Service Flood Plain Protection</b>	Phase 2	
<b>Filter Building Floor Coating</b>	Phase 2	
<b>New Chlorine Building</b>	Phase 2	

The current contract for consideration includes all items noted above as "Phase 2" with the project management, funding assistance, survey and geotechnical support tasks required to complete the project.

## Minutes of the Independence City Commission's October 9, 2019 Special Meeting

The Independence City Commission met for a special meeting on October 9, 2019 at 9:00 A.M. at the Water Treatment Plant. Mayor Louis Ysusi, Commissioner Gary Hogsett and Commissioner Leonhard Cafilisch were present. Others present included:

### City Staff

Kelly Passauer, Assistant City Manager/Zoning Administrator  
David Schwenker, City Clerk/City Treasurer  
Terry Lybarger, Director of Utilities  
Lacey Lies, Director of Finance  
Ed Sykes, Chief Water Plant Operator

### Visitors

Sue Scovel  
Larry McHugh  
Sarah Unruh  
Shawn Schrader  
Dean Hayse  
Randy Kelly

#### I. SPECIAL SESSION AT 520 EAST OAK STREET

##### A. Call to Order

Mayor Ysusi called the meeting to order.

#### II. 9:00 AM – SITE TOUR AT 520 EAST OAK STREET

##### A. Site visit at Water Treatment Plant.

Shawn Schrader led the tour.

#### III. 10:00 AM DISCUSSION AT 410 NORTH PENNSYLVANIA AVENUE

##### A. Discuss Phase II of the Water Treatment Plant Project.

#### IV. ITEMS FOR COMMISSION ACTION

##### A. Consider a contract with PEC for design services for Phase II of The Water Treatment Plant Project.

Sarah Unruh reviewed the contract, including the scope of services.

Director Lybarger stated that the contract needs to be modified to include rehabilitation of the contact basins.

Sarah Unruh stated that can be added but she was hesitant to add the

**Minutes of the Independence City Commission's October 9, 2019 Special Meeting**

design fee for that project until they find out what the issues are and possible solutions.

Commissioner Hogsett inquired about the size of the proposed chemical feed building.

Sarah Unruh noted that the chlorine cylinders are pretty large but the structure would take up most of the existing parking lot.

Commissioner Caflisch asked to be provided a list of projects that were proposed under this loan program and the status of those projects,

Sarah Unruh stated that she could provide a list of what was identified in the first report and mark what has been completed.

After further discussion it was decided that Sarah Unruh would make changes to the contract adding in language for the contact basin work and utilizing a local survey crew and return later for contract approval.

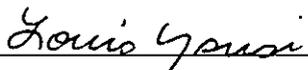
V. ADJOURNMENT

**Motion:**

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

**Aye: Ysusi, Caflisch, Hogsett**

**Nay: None**

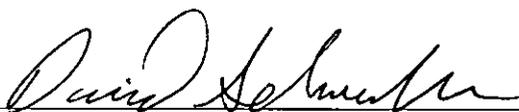
  
\_\_\_\_\_  
Louis Ysusi, Mayor

  
\_\_\_\_\_  
Leonhard Caflisch, Commissioner

  
\_\_\_\_\_  
Gary Hogsett, Commissioner

Minutes of the Independence City Commission's October 9, 2019 Special Meeting

Attest:

  
\_\_\_\_\_

City Clerk/Treasurer



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**October 9, 2019**

**Department** Utilities

**Director Approval** Terry Lybarger

**AGENDA ITEM** Consider a contract with PEC for design services for Phase II of the Water Treatment Plant Project.

**SUMMARY RECOMMENDATION** Approve a modified contract.

**BACKGROUND** Representatives of PEC and the Utilities Department met and reviewed a proposed scope of work for Phase II of the Water Treatment Plant Project. A proposed contract was prepared by PEC. The City Attorney reviewed the contract and prepared a memo of suggested modifications which were sent to PEC for their review. PEC acknowledged receipt and is in the process of reviewing the modifications. City staff will advise the Commission when we have received a revised contract.

In addition to the modifications suggested by the City Attorney, the City Commission may wish to further modify the agreement, particularly as it relates to the scope of services.

**BUDGET IMPACT** \$102,000 for PEC's fee to be paid from the Water Treatment Plant Upgrade Fund (Fund 10).

**SUGGESTED MOTION** I move to approve a contract as modified by the City Attorney and City Commission with PEC for design services for Phase II of the Water Treatment Plant Project.

**SUPPORTING DOCUMENTS**

1. Proposed contract prepared by PEC with input from staff of the Utilities Department
2. Proposed modifications prepared by the City Attorney.



October 3, 2019

Mr. Louis Ysusi  
Mayor  
City of Independence  
811 W. Laurel Street  
Independence, KS 67301

Reference: AGREEMENT for Independence WTP Phase 2 Improvements  
PEC Project No. 35-190XXX-000-0918

Dear Mr. Ysusi:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to City of Independence (“Client”) in connection with the referenced Project, and in accordance with this letter agreement (“Agreement”). The services to be performed by PEC (“the Services”) are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

**Performance.** PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

**Client Responsibilities.** To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

**Payment.** Invoices will be submitted periodically and are due and payable upon receipt. Unpaid balances more than 30 days past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys’ fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

**Work Product.** PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

**Insurance.** PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

**Supplemental Agreements.** Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

**Differing, Concealed, or Unknown Conditions.** If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

**Fast-Track, Phased or Accelerated Schedule.** Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

**Force Majeure.** PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

**Construction Means; Safety.** PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

**Cost Estimates.** Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

**Termination.** Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

**Environmental Hazards.** Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

**Betterment.** PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**Dispute Resolution.** The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

**Jurisdiction; Venue; Governing Law.** To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

**Indemnity.** To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

**Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

**Assignment.** Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

**No Third-Party Beneficiaries.** This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

**Entire Agreement.** This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

**Severability.** If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Mr. Louis Ysusi  
City of Independence  
Name of Project  
October 3, 2019  
Page 5

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Sarah C. Unruh, P.E.  
Project Manager

SCU:apg

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: \_\_\_\_\_, Signatory

Printed Name: Michael D. Kelsey, P.E.

Title: Principal, Municipal Division Manager

Date: October 3, 2019

ACCEPTED:

CITY OF INDEPENDENCE

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

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

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

## **EXHIBIT A**

### **A. Project Description.**

1. The project includes the second phase of work at the water treatment plant, funded by the State Revolving Loan Fund (SRLF) under the OWNER's existing loan agreement. The work includes: SRLF assistance associated with adding these design projects to the loan; addressing the permitting of the existing residuals lagoons per KDHE requirements and communication dated April 18, 2019; replacement of the existing sludge line from the clarifier; inspection of the clearwells to determine if leakage is occurring and how to address issues noted; protection of the high service pump station from the entrance of flood waters; coating of the filter building floor; relocation of the chlorine, alum, and carbon chemical storage into a single structure; field survey and geotechnical work; and bidding and construction administration services associated with the designs.

### **B. Anticipated Project Schedule.**

1. PEC shall commence its services on the Project within 7 days after receiving CLIENT's notice to proceed.
2. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

### **C. Scope of Services.**

1. Task 1 - Project Management:
  - a) Project management tasks to include development and management of the project schedule, preparation and distribution of meeting minutes, progress reports, and client communications.
  - b) Kick-off meeting with the CLIENT to confirm the scope items, establish a project schedule, and discuss initial design items.
2. Task 2 - Site Survey:
  - a) Field survey scope shall include survey for the clarifier sludge line replacement and chemical feed relocation scope items only.
  - b) Prepare a one-foot contour interval on-the-ground topographic survey, locating both horizontally and vertically all visible improvements that may impact the site work design.
  - c) Set inter-visible control points in area of construction. Obtain reference ties.
  - d) Set benchmark within building area for construction.
  - e) Collect topographic survey data, including surface locations sufficient to provide 1' contours per the survey limits sketch (Exhibit C).
  - f) Locate all above and below grade utility improvements. PEC will not be responsible for searching for utilities beyond utilizing the One Call system.
  - g) Locate all points of egress for any structures within the survey limits, including a Finished Floor Elevation (FFE) at each doorway.
  - h) Locate all sanitary and storm sewer structures, such as area inlets, curb inlets, junction boxes, manholes, etc., the top of structure information will be collected as well as all flowlines in and out, and pipe size/material.

- i) Locate all buildings and substantial features, including parking stripes, sidewalks, paving limits/type, playground areas/equipment, landscape areas, etc.
- j) Any trees four (4) caliper inches and larger shall be identified/shown.
- k) Survey limits that extend into the adjacent street right of way shall include all improvements/utilities within the half width of right of way.
- l) Boundary survey to include review of a current Title Report (Report to be provided by CLIENT), recovering existing property corner monumentation to aid in drafting of road rights of way. Restrictive easements and encumbrances listed in the Title Report will be delineated on the Survey.
- m) The coordinate base will be Kansas State Plane NAD 83(2011) - South/North Zone and the elevations will be referenced to the NAVD 88 datum.
- n) Processing of survey data.

3. Task 3 - Geotechnical Investigations:

- a) Field geotechnical investigation scope shall include work for the chemical feed relocation scope item only.
- b) ENGINEER will use an appropriate One-Call utility locate system prior to arriving onsite.
- c) Field work to include:
  - i. (2) subsurface borings to depths 20 feet below existing grade
  - ii. SPT sampling at the following intervals: 1.5', 3.0', 6.0', 8.5', and at 5.0' intervals thereafter
  - iii. Relatively undisturbed soil samples (Shelby Tubes) will also be obtained, if applicable
- d) Laboratory testing will be performed to determine the following index and engineering properties:
  - i. Moisture Content
  - ii. Density
  - iii. Atterberg Limits
  - iv. Percent Passing #200 sieve
  - v. Unconfined Passing #200 sieve
- e) Prepare sealed geotechnical report, including boring logs, soil descriptions and classifications, groundwater elevations at the time of drilling, and laboratory test results.
- f) Building foundation design and construction recommendations, including deep and shallow foundation design parameters, earthwork, excavation, soil stabilization, and controlled fill.
- g) Boreholes will be plugged with sodium bentonite, auger cuttings (spoils) and capped with similar materials.
- h) General cleanup of the site.

4. Task 4 - Start Revolving Loan Fund (SRLF) Assistance:

- a) Prepare paperwork for amendment of the loan and send to Owner for review.
- b) Assist Owner in submission of loan amendment paperwork to KDHE.
- c) Prepare updated Preliminary Engineering Report (PER) to include the Phase 2 design projects outlined herein and submit to KDHE for review.

- d) Conduct wage rate interviews during construction as required by KDHE and submit to Owner with associated disbursement request. Owner shall be responsible to execute and submit wage rate interviews to KDHE.
- e) Receive and review weekly payroll forms from Contractor during construction and address any comments or issues with Contractor. Maintain electronic copies of all payroll forms and provide to Owner.
- f) Prepare disbursement request forms for Owner for each Contractor pay application processed. Owner shall be responsible to execute and submit disbursement requests and associated paperwork to KDHE.
- g) Prepare MBE/WBE reports during construction as required by KDHE and submit to Owner. Owner shall be responsible to execute and submit MBE/WBE reports to KDHE.
- h) Obtain American Iron and Steel (AIS) material certificates from Contractor and submit to KDHE for review as required for the project. Maintain database of AIS certifications and supply to Owner for their loan record.

5. Task 5 - Residuals and Solids Handling:

The OWNER received a letter from KDHE after a recent inspection of the water treatment plant that noted the existing residuals lagoons that accept a waste stream from the existing clarifier is not permitted to discharge. This task will prepare the necessary reporting and permit application to submit to KDHE for permitting of this existing system.

- a) Review existing drawings and available information for residuals lagoons including piping, structures and Construction Observation and Testing.
- b) Contact KDHE to review requirements for permitting of existing residuals lagoons including study components, sampling requirements of existing discharge flow, anticipated required sampling once lagoon is permitted, and field investigation required.
- c) Coordinate sampling of existing lagoon discharge. CLIENT shall collect recommended samples, submit to laboratory approved by KDHE for analysis and pay directly for laboratory costs. CLIENT shall supply sampling results to ENGINEER.
- d) Prepare draft anti-degradation study and submit to CLIENT for review. Study to include summary of existing treatment processes and lagoon system; discussion of discharge sampling results, and process diagrams for the water treatment processes; and evaluation of three options to address the discharge from the residual lagoon system.
  - i. discharge to a publicly owned treatment works (POTW),
  - ii. non-discharging system, and
  - iii. discharge to the tributary
- e) Address CLIENT comments and submit study to KDHE for review and approval.
- f) Address KDHE comments and provide updated study as required.
- g) Prepare and submit permit application as needed for discharge permit approval.

6. Task 6 - Filter Backwash:

The OWNER received a letter from KDHE after a recent inspection of the water treatment plant that noted the existing filter backwash waste line is piped to the storm sewer which discharges to the Verdigris River and is not permitted. This task will

evaluate options to address the filter backwash waste stream per KDHE requirements. Design of any improvements related to these identified waste streams will be done by supplemental agreement.

- a) Review existing drawings and available information for settling basin drains and filter backwash system including design elements, flow, frequency, water quality, and existing infrastructure.
- b) Contact KDHE to review regulatory requirements and options for addressing discharge and/or disposal of the filter backwash and settling basin drain waste streams.
- c) Develop conceptual drawings and budgetary cost estimates for up to two options to address the identified waste streams per KDHE requirements.
- d) Present options and estimated costs to CLIENT in technical memorandum for review.

7. Task 7 - Clarifier Sludge Line Replacement:

- a) The project will include design drawings and specifications for replacement of the following: Approximately 150-ft of the existing 12” clarifier blowdown piping from the sludge draw-off manhole to the first yard manhole.
- b) Review existing drawings and equipment information, as provided by the CLIENT, for the piping from the clarifier to the sludge beds.
- c) Meet with CLIENT in onsite meeting to observe existing systems noted, review system operation and needs, and obtain additional available manuals and information for the project elements.
- d) Develop 60% drawings, specifications, and cost estimates for CLIENT review. Process pipe replacement drawings to include pipe size, material, general location consistent with existing location, connection details, and general notes.
- e) Address CLIENT comments and prepare 100% drawings, technical specifications, and cost estimates for CLIENT review.
- f) Prepare final sealed drawings and specifications and submit to KDHE for review.

8. Task 8 - Rehabilitation of Clearwells:

- a) Determine options for inspection of interior of clearwells while in service and if taken out of service for inspection.
- b) Contact inspection firms and obtain proposals for the required inspection work. Review with Owner and assist in procuring inspection services for the interior of the clearwells. Inspection services shall be paid for by the OWNER directly.
- c) Perform visual inspection of clearwell exterior by structural engineer and review available drawings and previous inspection reports.
- d) Develop preliminary options and cost estimates to address observed issues and prepare a summary technical memorandum to discuss with CLIENT.
- e) Prepare 90% drawings and specifications based on selected solution and submit with cost estimate to CLIENT for review.
- f) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review.
- g) Prepare final sealed drawings and specifications and send to KDHE for review.

9. Task 9 - High Service Pump Station Flood Protection:
  - a) Review historical flood level information and construction limitations in floodway/floodplain.
  - b) Review permitting requirements for working in floodplain and prepare a Division of Water Resources floodplain fill permit if required.
  - c) Develop two options to protect high service pump station from flood waters and present in a memo to review with CLIENT. Options to be evaluated include replacement of existing exterior doors facing the river and construction of a low wall around the building entrance.
  - d) Prepare 90% drawings and specifications based on selected solution and submit to CLIENT with cost estimate for review.
  - e) Address CLIENT comments and prepare 100% drawings, technical specifications and cost estimate for CLIENT review.
  - f) Prepare final sealed drawings and specifications and send to KDHE for review.
  - g) Prepare permitting as required for CLIENT to execute. Permit fees shall be paid for directly by the CLIENT.
  
10. Task 10 - Filter Building Floor Coating
  - a) Evaluate options for floor coating and present to CLIENT for review.
  - b) Prepare 90% drawings and specifications based on selected solution and submit to CLIENT for review.
  - c) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review.
  - d) Prepare final sealed drawings and specifications and send to KDHE for review. Address KDHE comments until approval is achieved.
  
11. Task 11 - Relocation of Chemical Feed
  - a) Review existing facility chemical feed equipment and operations including chemical tanks, feed piping, pumping equipment, and feed points. Review existing site layout, limitations and survey data gathered from previous task.
  - b) Develop preliminary drawings for construction of new chemical feed building east of the existing filter building to contain chlorine, carbon, and alum, and relocation of parking lot to the west side of the filter building.
  - c) Preliminary drawings will include survey information, proposed chemical feed building size and location, proposed chemical storage and feed equipment, proposed chemical feed piping routing, and pavement limits for new parking lot.
  - d) Review preliminary drawings and cost estimate with CLIENT.
  - e) Develop 90% drawings and specifications based on preliminary plan comments and submit with cost estimate to CLIENT for review.
  - f) Address CLIENT comments and prepare 100% drawings and technical specifications for CLIENT review. Submit with cost estimate.
  - g) Prepare final sealed drawings and specifications and send to KDHE for review.
  
12. Task 12 - Bidding Services
  - a) Prepare the advertisement for bids and post to ENGINEER website plan room; address bidder questions; issue addenda as needed; review bids; and prepare award recommendation letter for CLIENT.

- b) Conduct a pre-bid meeting and issue minutes.
- c) Prepare bid packet checklist and submit to KDHE per SRFL requirements.

13. Task 13 - Construction Administration Services

- a) Review and process submittals, requests for information (RFIs), change orders, and contractor pay applications.
- b) Attendance at up to ten (10) progress meetings as coordinated by the contractor. Contractor shall schedule meetings and issue minutes to all attendees.
- c) Coordination of final inspection with KDHE.
- d) Coordinate and participate in final walkthrough of project.
- e) Develop and distribute punchlist; update and distribute as required until project completion.
- f) Project close-out including issuing of substantial completion certificate, close-out items as required by KDHE SRLF, and preparation of record drawings to include pdf markups of sealed bid drawings.

**D. Additional Responsibilities of CLIENT:**

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

- 1. Drawings, studies, reports, and other information available pertaining to the existing building and site.
- 2. Timely reviews of reports, design submittals, or other project documentation.
- 3. Assuring that private utilities, not located by an appropriate One-Call utility locate system, are identified prior to arrival onsite for field work, or have made arrangements for a CLIENT representative with knowledge of such utilities to meet onsite prior to commencement of drilling activities.
- 4. Information related to known and/or potentially hazardous subsurface conditions and/or history of site contamination.
- 5. Provide right of entry for ENGINEER's personnel in performing site visits, field surveys and inspections.

**E. Exclusions:**

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

- 1. Development of separate design document sets for each improvement. Scope is based on all design work being developed in one design and bid package. If separate design and bid packages are desired, the additional scope and fee associated with this will be done so by supplemental agreement.
- 2. Any filing or permit fees - all fees shall be paid directly to the regulatory agency/entity by the CLIENT.
- 3. Boundary survey.
- 4. Vacuum excavation of utilities.
- 5. Environmental assessments.
- 6. Outside consultants.
- 7. Sampling of lagoon discharge and associated analytical testing costs.
- 8. Design of any improvements to the lagoon system or wastewater treatment facility.
- 9. Review of the mixing zone and resulting impacts of discharging from the lagoon system

- to the receiving stream.
10. Destructive testing of concrete for clearwells.
  11. On-site inspection services during construction.
  12. Geotechnical work for existing residuals lagoons shall include only a boring log. No soil analysis or recommendations will be developed.
  13. Offsite removal of spoils.
  14. Handling of contaminated soils.
  15. Construction staking.

**F. PEC's Fees & Reimbursable Expenses.**

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt. Unpaid invoices will bear interest at the rate of 18% per annum.
2. PEC's Fee for its Scope of Services will be on a lump sum basis including reimbursables in the amount of \$102,000.00.
3. Reimbursable Expenses shall include mileage.
4. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

10.3.2019

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## Memo

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**To**  
Kelly Passauer;  
City Commission

**From**  
Jeff Chubb

**CC**  
n/a

**Re**  
Review of  
Proposed Contract  
with PEC for  
Phase II  
Improvements

### COMMENTS AND OBSERVATIONS:

1. The services to be performed by PEC are set forth on Exhibit A. City Staff should review the scope of services in detail to make sure everything anticipated is being covered in Exhibit A. I have not been a participant in the various meetings with PEC and am not in a position to evaluate whether their scope of services covers everything that you feel should be covered.
2. Under the paragraph titled "Payment", there is provision for interest at 1.5% per month plus attorney fees and collection costs if the City neglects payment. Our common practice is to request that provisions for interest and attorney fees be deleted.
3. Under the paragraph titled "Force Majeure", the typical language recognizing that delays in performance can occur under a number of circumstances is fine. But the very last sentence states that PEC's compensation will be increased in the event of a force majeure. I am not sure I understand the justification for increasing the compensation to PEC in the event of a force majeure. I understand they should be allowed additional time, but how that translates into increased compensation does not follow.
4. In the paragraph titled "Termination", both sides have the right to terminate for any reason upon 15 days' written notice. If the City exercises its right to terminate upon 15 days' notice, it will still be responsible for PEC for all work performed to that date plus "fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination."
5. The paragraph on dispute resolution requires that the two parties meet informally to try and resolve, and then submit the matter to mediation which is a non-binding process.
6. In the paragraph titled "Jurisdiction and Venue", they the City to agree to exclusive jurisdiction and venue in a Sedgwick County District Court. This is objectionable since all the services will be performed in Montgomery County. The exclusive venue should be the Montgomery County District Court sitting in Independence, Kansas.

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## EMERT CHUBB REYNOLDS, LLC

Tel 620-331-1800  
Fax 620-331-1807

P. O. Box 747  
Independence, KS 67301      [jchubb@sehc-law.com](mailto:jchubb@sehc-law.com)

**ecr**

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7. The paragraph on “Indemnity” is reciprocal and for a change is acceptable.

8. The paragraph titled “Agreed Remedy” is objectionable in that it caps the liability of PEC to a sum of money not to exceed the fees they would receive under this agreement. I do not like these paragraphs. I think they are totally unacceptable. Basically, PEC could do anything, ranging from an act of mere negligence to one of its employees going to the top floor and pulling out a rifle and shooting people, and their liability would be limited to what they are paid under this agreement. I am sure this is being dictated to them by their insurance company. This is totally unacceptable.

JAC

**HEADING:**

Info

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**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**February 27, 2020**

**Department** Finance

**Director Approval** Lacey Lies

**AGENDA ITEM** Consider authorizing TranSystems to prepare and submit the following KDOT grant applications on behalf of the City of Independence.

**SUMMARY RECOMMENDATION** Authorize submissions.

**BACKGROUND** Kansas Department of Transportation (KDOT) City Connecting Link Improvement Program (CCLIP) applications for state fiscal year 2022/2023 are due on March 6, 2020. City Staff has met with TranSystems and believe the following applications should be made.

1. CCLIP Application, Pavement Restoration – Penn Avenue (US 75) from Morningside Drive to North City Limits
  - a. 3” mill, construct 2’ widening with 6” gravel and 4’ asphalt base, then 4” overlay cross section.

Estimated Cost	Estimated City Match – (10%)	Non-Participating Costs	Total City Cost
\$505,127.00	\$41,415.60	\$90,971.00	\$132,386.60

2. CCLIP Application, Surface Preservation – Chestnut Avenue (US 75) from near Penn Avenue to 9<sup>th</sup> Street.
  - a. 2” mill & overlay; replace non-compliant curb ramps that abut new asphalt.

Estimated Cost	Estimated City Match – (10%)	Non-Participating Costs	Total City Cost
\$218,829.00	\$16,275.10	\$56,078.00	\$72,353.10

**BUDGET IMPACT** These program applications are for state fiscal year 2022/2023, (July 1, 2022 – June 30, 2023).

**SUGGESTED MOTIONS**

- (1) I move to authorize TranSystems to prepare an application for KDOT’s CCLIP Pavement Restoration Program for Penn Avenue (US 75) from Morningside Drive to North City Limits and for Staff to submit the application to KDOT.

(2) I move to authorize TranSystems to prepare an application for KDOT's CCLIP Surface Preservation Program for Chestnut Avenue (US 75) from near Penn Avenue to 9<sup>th</sup> Street, and for Staff to submit the application to KDOT.

**SUPPORTING DOCUMENTS**

1. Applications
2. Cost Estimates
3. Project Map

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

**CITY CONNECTING LINK IMPROVEMENT PROGRAM (CCLIP) APPLICATION**

<b>Program Category:</b>	<b>Pavement Restoration (PR)</b>
<b>Program Fiscal Year:</b>	<b>2023</b>
Submittal Date:	3/6/2020

<b>Name of City:</b>	<b>Independence</b>
County of Project Location:	Montgomery
Population of City:	9000
State Highway of Project:	US 75

Primary Contact Name and Title:	Kelly Passauer
Contact Address:	811 West Laurel, Independence, Ks 67301
Phone:	620 332 2500
E-mail Address:	<a href="mailto:kellyp@independencesks.gov">kellyp@independencesks.gov</a>
<u>Date of City Connecting Link (CCL) Resolution:</u>	
Is the CCL resolution accurate?	<input checked="" type="checkbox"/> Yes, it matches our current city limits <input type="checkbox"/> No, our city limits have changed

<b>Project Location:</b>
Mill and Overlay Penn Avenue (US 75) from Morningside to N City Limits
<b>Project Scope:</b>
3" mill, construct 2' widening with 6" gravel and 4" asphalt base, then 4" overlay over entire cross section
<b>Project Length:</b> 0.460 miles

RR within 1/2 mile?	RR Company Name	No. of Tracks	Existing Crossing Protection
no			

Project Cost Estimate				
	Participating	Non-Participating	Total	Comments
Preliminary Engineering (Design)	\$ -	\$ 33,000.00	\$ 33,000.00	
CE (Inspection)	\$ -	\$ 40,000.00	\$ 40,000.00	
Right of Way	\$ -	\$ -	\$ -	
Utility Adjustments	\$ -	\$ -	\$ -	
<b>Construction Total</b>	<b>\$ 332,340.00</b>	<b>\$ -</b>	<b>\$ 332,340.00</b>	
Grading	\$ 40,000.00	\$ -	\$ 40,000.00	
Surfacing (Asphalt)	\$ 237,340.00	\$ -	\$ 237,340.00	
Pavement Marking	\$ 20,000.00	\$ -	\$ 20,000.00	
Traffic Control	\$ 25,000.00	\$ -	\$ 25,000.00	
Mobilization	\$ 10,000.00	\$ -	\$ 10,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
Inflation Amount at 4.5% / year	\$ 81,816.00	\$ 17,971.00	\$ 99,787.00	
<b>Total Estimated Project Cost</b>	<b>\$ 414,156.00</b>	<b>\$ 90,971.00</b>	<b>\$ 505,127.00</b>	

Program Maximum:	\$ 1,000,000.00
Allowable Project Maximum:	\$ 1,111,111.11 to not exceed Program Maximum
Local Share Percentage:	10%   KDOT Share Percentage: 90%

Local Match ( 10% )	\$ 41,415.60
Local Match over the Max	\$ -

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

**CITY CONNECTING LINK IMPROVEMENT PROGRAM (CCLIP) APPLICATION**

<b>Program Category:</b>	<b>Pavement Restoration (PR)</b>
<b>Program Fiscal Year:</b>	<b>2023</b>
Submittal Date:	3/6/2020

Non-Participating	\$	90,971.00
<b>Total Local Share</b>	<b>\$</b>	<b>132,386.60</b>
<b>Total Requested from KDOT</b>	<b>\$</b>	<b>372,740.40</b>

<b>Coordination Information:</b>	
Describe any known KDOT or other projects that may need coordination:	
None.	
Has the proposed project been discussed or reviewed by any KDOT field staff? (Yes or No)	Yes
If so, who?	Darren Petrowski

**Attachment Checklist:**

- a. Project Map
- b. Detailed cost estimate

Completed applications should be emailed to:

[KDOT.LPePlans@ks.gov](mailto:KDOT.LPePlans@ks.gov)

To confirm receipt, if you do not receive an email response, please follow up with a call to the Bureau of Local Projects at

**US 75 (Penn Avenue) Morningside North to City Limits  
City of Independence  
OPINION OF PROBABLE COST**

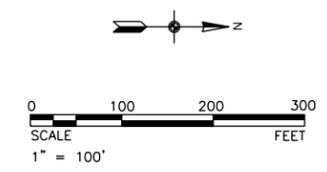
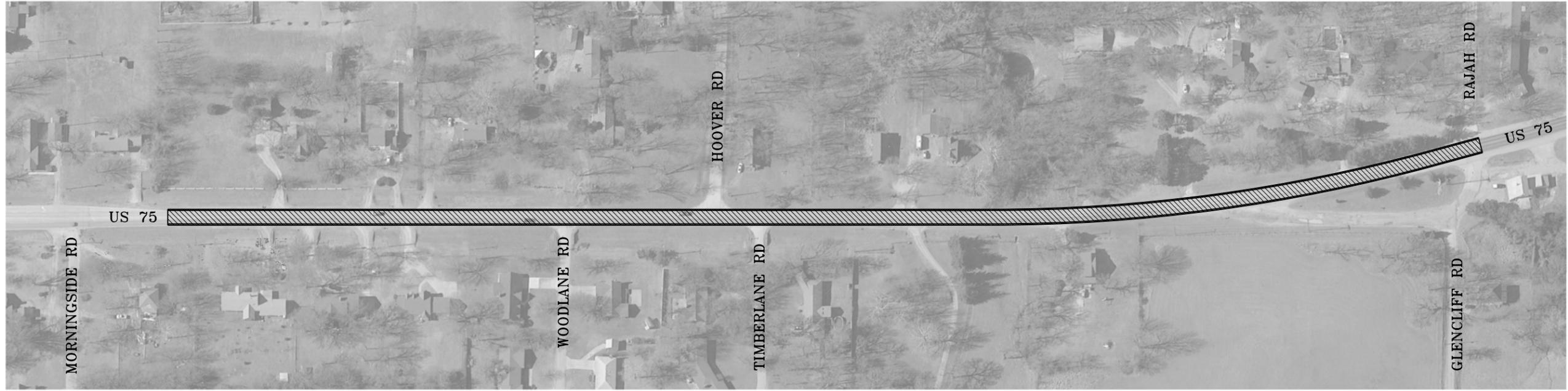
3" Mill and 4" overlay. Widen Asphalt by 2' on each side

2/24/2020

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
1	Excavation for widening	LS	\$ 20,000.00	1	\$ 20,000.00
2	Compacted Granular Stone	LS	\$ 20,000.00	1	\$ 20,000.00
3	Asphalt for Widening	Ton	\$ 200.00	240	\$ 48,000.00
4	3" Mill	SY	\$ 4.00	6260	\$ 25,040.00
5	4" Overlay	Ton	\$ 100.00	1643	\$ 164,300.00
6	Pavement Striping	LS	\$ 20,000.00	1	\$ 20,000.00
7	Traffic Control	LS	\$ 25,000.00	1	\$ 25,000.00
8	Mobilization	LS	\$ 10,000.00	1	\$ 10,000.00
<b>Construction Subtotal:</b>					<b>\$332,340.00</b>
<b>Engineering Design</b>					<b>\$33,000.00</b>
<b>Construction Inspection</b>					<b>\$40,000.00</b>
<b>Construction Total:</b>					<b>\$405,340.00</b>

**Assumptions:**

- Construct 2' widening on each side
- Widening shall be 6" compacted stone, and 8" asphalt total
- Mill existing pavement 3". Place 4" of asphalt
- Traffic carried through project during construction.



REVISIONS:

MARK	DATE	DESCRIPTION

PROJ NO:  
SCALE:  
DATE:  
DESIGNED BY:  
DRAWN BY:  
CHECKED BY:

SHEET TITLE:

SHEET NO.  
  
SHEET OF

US 75 (Penn Ave.) IMPROVEMENTS  
NORTH OF MORNINGSIDE DR. TO RAJAH RD.  
INDEPENDENCE, KS

CONSULTANTS:



115 S. 6TH STREET  
INDEPENDENCE KS 67301  
PHONE: 620-331-3999  
FAX: 620-331-4082

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

**CITY CONNECTING LINK IMPROVEMENT PROGRAM (CCLIP) APPLICATION**

<b>Program Category:</b>	<b>Surface Preservation (SP)</b>
<b>Program Fiscal Year:</b>	<b>2023</b>
Submittal Date:	3/6/2020

<b>Name of City:</b>	<b>Independence</b>
County of Project Location:	Montgomery
Population of City:	9000
State Highway of Project:	US 75

Primary Contact Name and Title:	Kelly Passauer
Contact Address:	811 West Laurel, Independence, Ks 67301
Phone:	620 332 2500
E-mail Address:	<a href="mailto:kellyp@independences.gov">kellyp@independences.gov</a>
<u>Date of City Connecting Link (CCL) Resolution:</u>	
Is the CCL resolution accurate?	<input checked="" type="checkbox"/> Yes, it matches our current city limits <input type="checkbox"/> No, our city limits have changed

<b>Project Location:</b>
Mill and Overlay Chestnut (US 75) from near Penn Avenue to 9th Street
<b>Project Scope:</b>
2" Mill and Overlay. Replace non compliant curb ramps that abut new asphalt.
<b>Project Length:</b> 0.140 miles

RR within 1/2 mile?	RR Company Name	No. of Tracks	Existing Crossing Protection
no			

Project Cost Estimate				
	Participating	Non-Participating	Total	Comments
Preliminary Engineering (Design)	\$ -	\$ 20,000.00	\$ 20,000.00	
CE (Inspection)	\$ -	\$ 25,000.00	\$ 25,000.00	
Right of Way	\$ -	\$ -	\$ -	
Utility Adjustments	\$ -	\$ -	\$ -	
<b>Construction Total</b>	<b>\$ 130,600.00</b>	<b>\$ -</b>	<b>\$ 130,600.00</b>	
Milling	\$ 15,600.00	\$ -	\$ 15,600.00	
Surfacing (Asphalt)	\$ 60,000.00	\$ -	\$ 60,000.00	
Pavement Marking	\$ 10,000.00	\$ -	\$ 10,000.00	
Traffic Control	\$ 10,000.00	\$ -	\$ 10,000.00	
Mobilization	\$ 10,000.00	\$ -	\$ 10,000.00	
ADA Ramps	\$ 25,000.00	\$ -	\$ 25,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
Inflation Amount at 4.5% / year	\$ 32,151.00	\$ 11,078.00	\$ 43,229.00	
<b>Total Estimated Project Cost</b>	<b>\$ 162,751.00</b>	<b>\$ 56,078.00</b>	<b>\$ 218,829.00</b>	

Program Maximum:	\$ 300,000.00
Allowable Project Maximum:	\$ 333,333.33 to not exceed Program Maximum
Local Share Percentage:	10%   KDOT Share Percentage: 90%

Local Match ( 10% )	\$ 16,275.10
Local Match over the Max	\$ -

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

**CITY CONNECTING LINK IMPROVEMENT PROGRAM (CCLIP) APPLICATION**

<b>Program Category:</b>	<b>Surface Preservation (SP)</b>
<b>Program Fiscal Year:</b>	<b>2023</b>
Submittal Date:	3/6/2020

Non-Participating	\$	56,078.00
<b>Total Local Share</b>	<b>\$</b>	<b>72,353.10</b>
<b>Total Requested from KDOT</b>	<b>\$</b>	<b>146,475.90</b>

<b>Coordination Information:</b>	
Describe any known KDOT or other projects that may need coordination:	
None.	
Has the proposed project been discussed or reviewed by any KDOT field staff? (Yes or No)	Yes
If so, who?	Darren Petrowski

**Attachment Checklist:**

- a. Project Map
- b. Detailed cost estimate

Completed applications should be emailed to:

[KDOT.LPePlans@ks.gov](mailto:KDOT.LPePlans@ks.gov)

To confirm receipt, if you do not receive an email response, please follow up with a call to the Bureau of Local Projects at

**US 75 (Chestnut) from 9th to near Penn Avenue  
City of Independence  
OPINION OF PROBABLE COST**

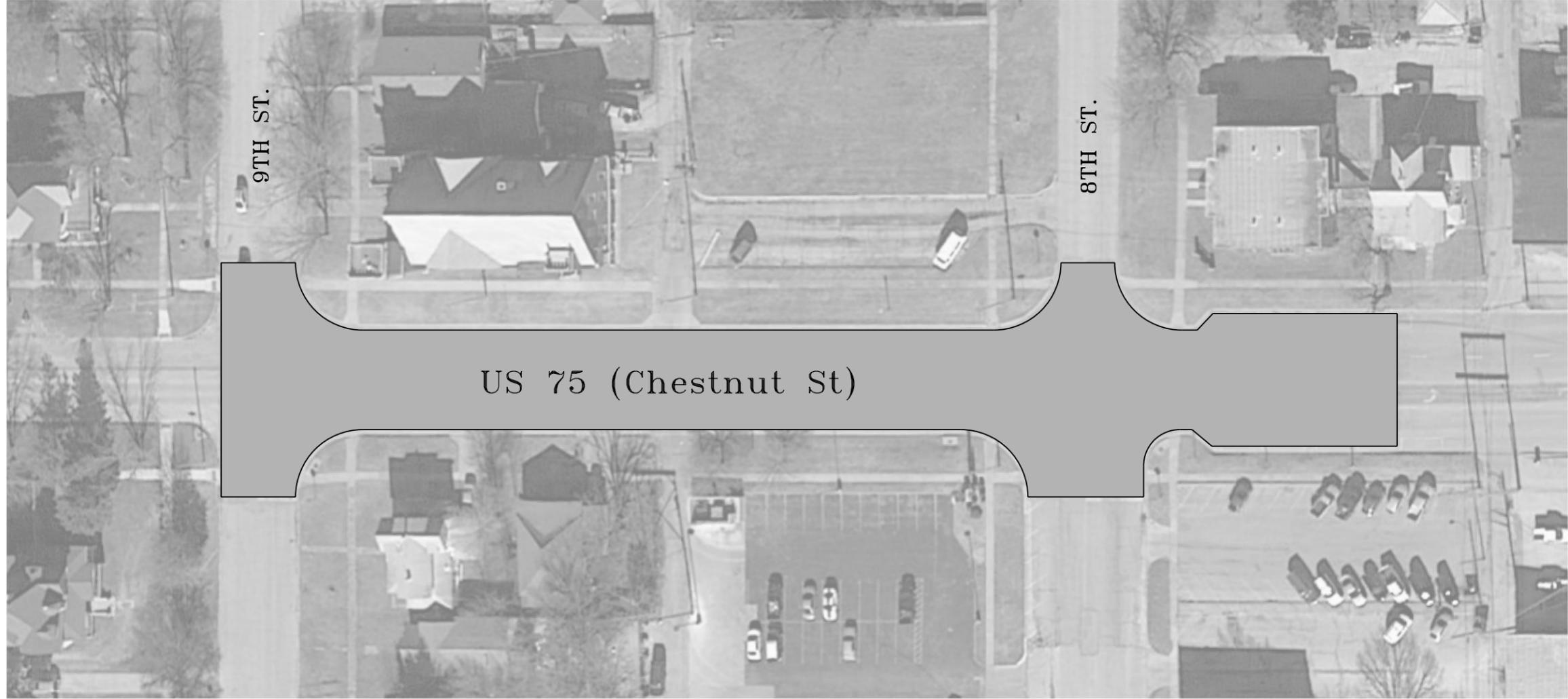
2" Mill and Overlay

2/24/2020

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
1	2" Mill	SY	\$ 4.00	3900	\$ 15,600.00
2	2" Overlay	Ton	\$ 120.00	500	\$ 60,000.00
3	ADA Ramps	LS	\$ 25,000.00	1	\$ 25,000.00
4	Pavement Striping	LS	\$ 10,000.00	1	\$ 10,000.00
5	Traffic Control	LS	\$ 10,000.00	1	\$ 10,000.00
6	Mobilization	LS	\$ 10,000.00	1	\$ 10,000.00
<b>Construction Subtotal:</b>					\$130,600.00
<b>Engineering Design</b>					\$20,000.00
<b>Construction Inspection</b>					\$25,000.00
<b>Construction Total:</b>					<u>\$175,600.00</u>

Assumptions:

- Mill existing pavement 2". Place 2" of asphalt
- Traffic carried through project during construction.  
Replace non compliant ADA ramps that abut new asphalt



115 S. 6TH STREET  
INDEPENDENCE KS 67301  
PHONE: 620-331-3999  
FAX: 620-331-4082

CONSULTANTS:

US 75 (W Chestnut St.) IMPROVEMENTS  
W. EDGE OF 9TH ST TO 150' EAST OF 8TH ST  
INDEPENDENCE, KS

REVISIONS:	MARK	DATE	DESCRIPTION

PROJ NO:  
SCALE:  
DATE:  
DESIGNED BY:  
DRAWN BY:  
CHECKED BY:

SHEET TITLE:

SHEET NO.

SHEET OF



## City of Independence Sales Tax - 1% City

### Comparison and History January - February 2020

Month	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	% Change FY 19-20	% Change YTD
January	165,466	155,458	150,653	163,240	172,377	169,033	-1.9%	-1.9%
<b>February</b>	<b>179,589</b>	<b>178,180</b>	<b>179,791</b>	<b>165,834</b>	<b>178,399</b>	<b>200,053</b>	<b>12.1%</b>	<b>5.2%</b>
March	150,704	150,239	139,664	146,833	167,292			-28.8%
April	147,971	155,915	160,947	155,702	139,790			-43.9%
May	161,560	175,729	166,595	183,899	187,854			-56.4%
June	164,169	156,021	145,881	147,180	158,263			-63.2%
July	175,434	167,882	164,178	167,392	169,308			-68.5%
August	176,702	155,386	164,255	174,341	180,142			-72.7%
September	176,049	160,338	146,156	159,813	186,618			-76.0%
October	162,530	164,757	155,995	163,360	164,463			-78.3%
November	160,200	158,752	158,730	160,797	159,872			-80.2%
December	175,816	150,228	166,874	166,699	159,474			-81.8%

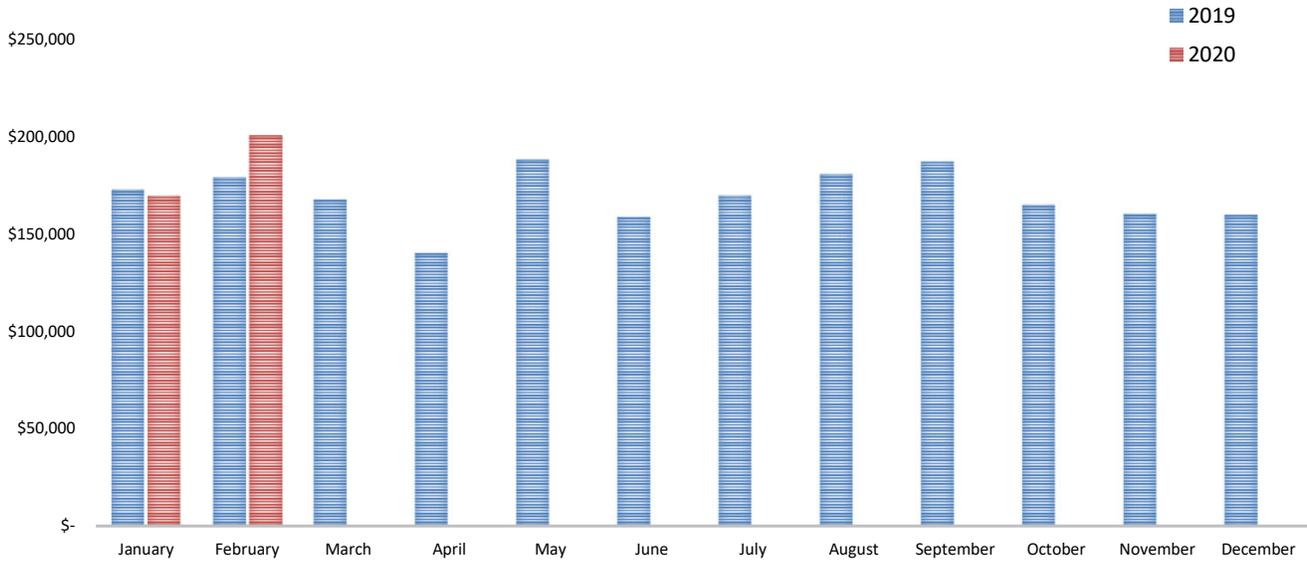


<b>Total:</b>	<b>\$ 1,996,191</b>	<b>\$ 1,928,886</b>	<b>\$ 1,899,720</b>	<b>\$ 1,955,089</b>	<b>\$ 2,023,851</b>	<b>\$ 369,086</b>	
% change		-3%	-2%	3%	4%		
				<b>Annualized Budget</b>	\$ 2,023,851	\$ 2,214,515	\$190,664
					\$ 1,931,100	\$ 1,935,000	\$ 3,900

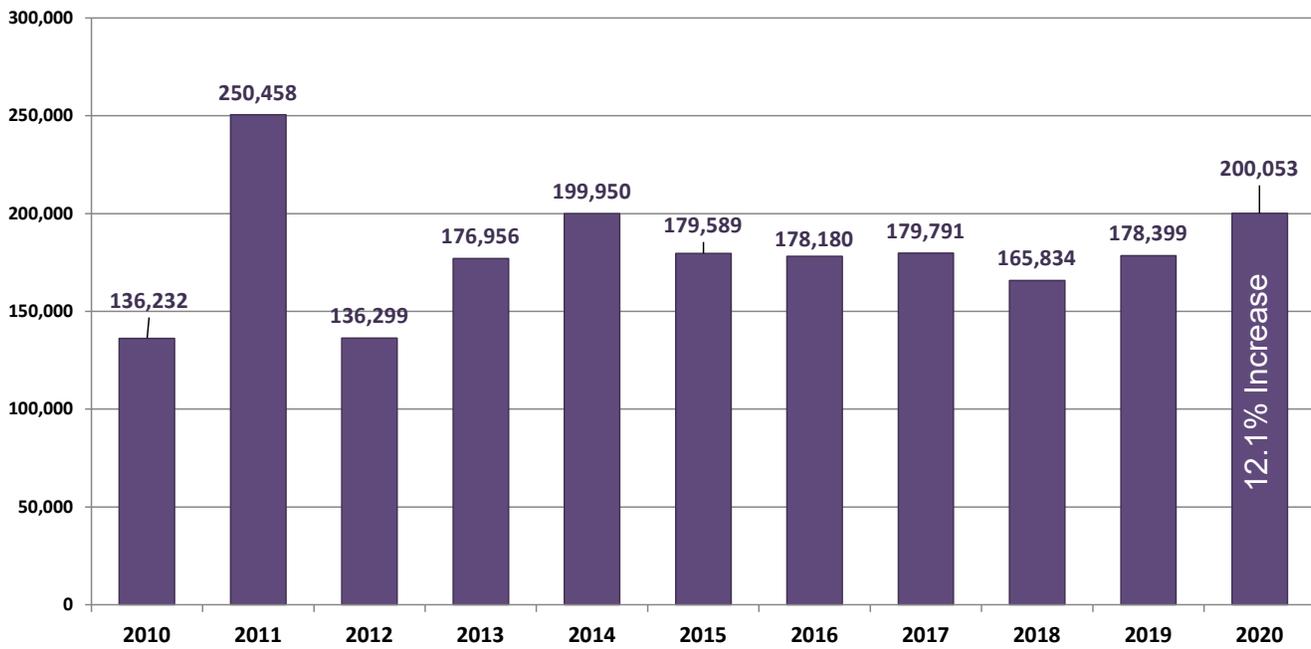
**Projected Over (under) Budget    \$    92,751    \$    279,515**

Projected % Over PY Actual	<b>9.4%</b>
YTD % of Budget Collected	<b>19.1%</b>
Projected % Over Budget	<b>14.4%</b>

### Sales Tax FY 2019 - FY2020 Comparison

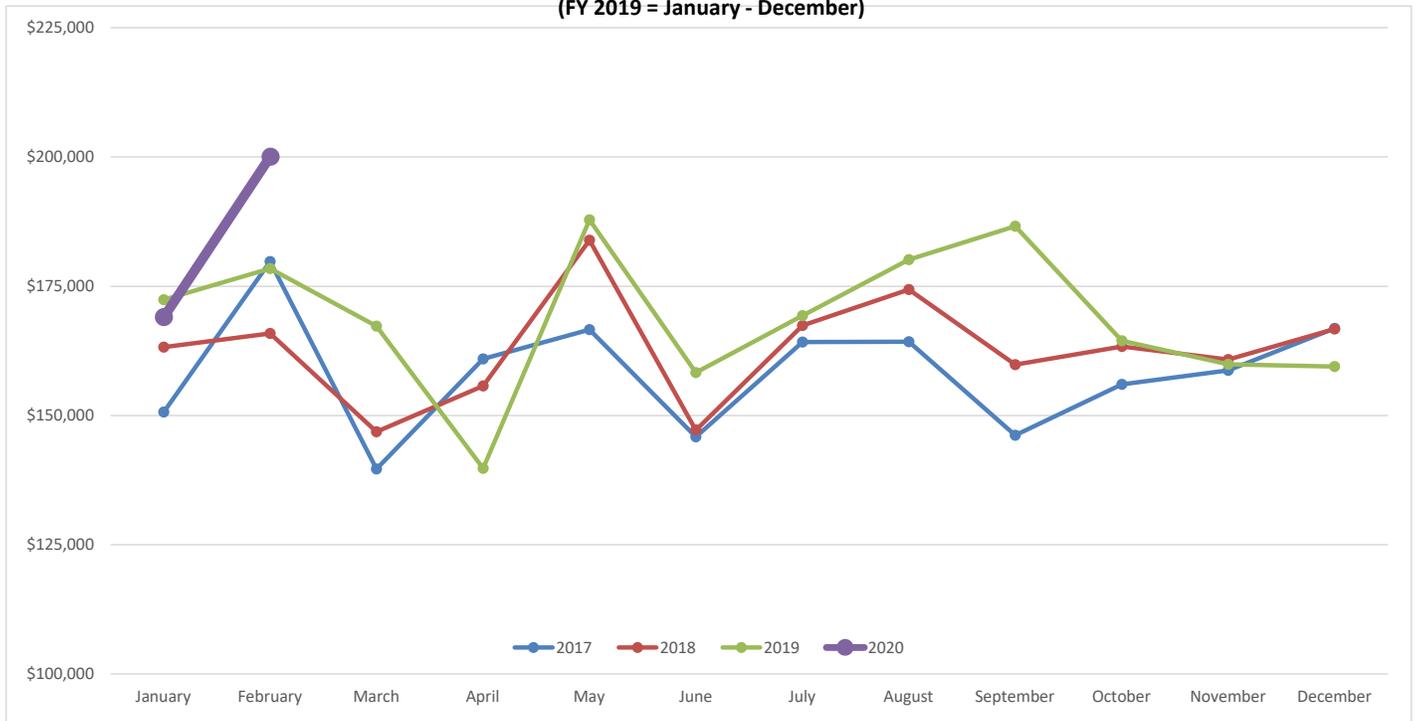


### January 1% Sales Tax 10 Year History FY 2010 - FY2020

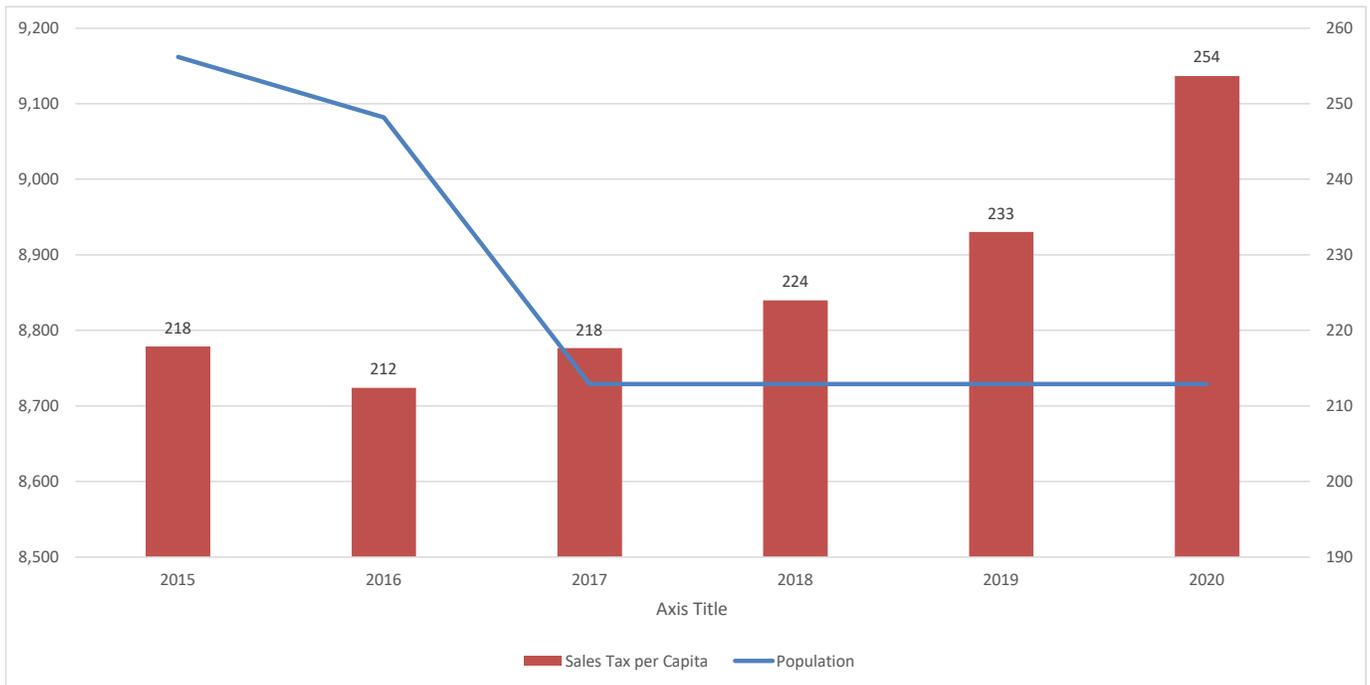


### Sales Tax History Comparison - FY 2017 - FY2020

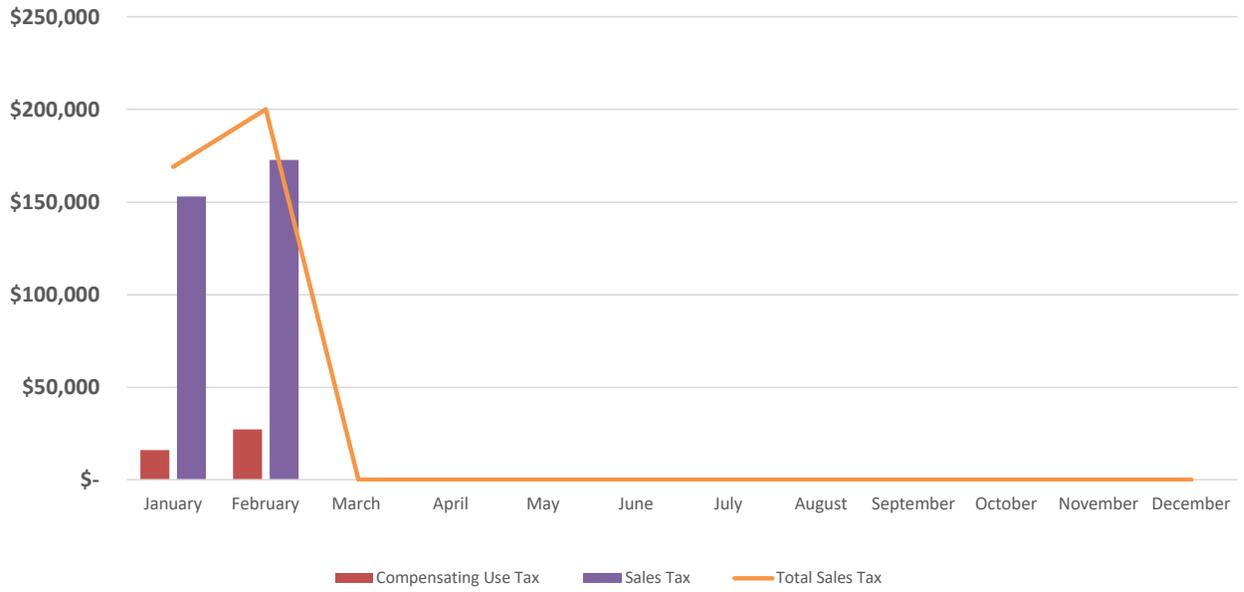
(FY 2019 = January - December)



### Sales Tax per Capita and Population Trend



## 2020 Sales Tax - One Percent General Fund Compensating Use Sales Tax and Sales Tax



**Independence Historical Preservation Resource Commission:  
Minutes of the October 14th, 2019 meeting.**

The meeting was called to order in the Spanish American Wars Veterans Room of Memorial Hall at 12:00 pm. Members present included: Ken Brown, Sean Clapp, Tim Raglin, Mark Easter and Tom Hoffert. Also in attendance was Independence citizen Gary Hogsett. Absent were members Tim Haynes and Tim Emert.

The minutes from the last meeting (August 26, 2019) were reviewed by the Commission. Sean Clapp then motioned for approval and Mark Easter seconded. The motion was carried unanimously.

The next order of business had Gary Hogsett present a proposal to the Commission for permission to remove an addition from a building he currently owns located at 208 North 8<sup>th</sup> Street. The building was constructed between 1902 and 1905. It was known as the Shultis Building after owner A. W. Shultis, vice president of the Citizen's National Bank<sup>1</sup>. Since 1908 the building has had numerous tenants. The building was currently unoccupied when purchased by Mr. Hogsett. The structure is located within the downtown Independence Historical District. Ken Brown informed the Commission that after consulting the Sanford maps it was found that the addition was added in and around 1931 which as such would have been done under the auspices of the McNeil Printing Company (1929-1939)<sup>2</sup>. Sean Clapp then informed the Commission that he had done a tour of the structure, found that it is not structurally attached but rather abuts the original building and that in his estimate the addition was no longer structurally sound. He went on to say that there is no mention of the addition on the buildings National Registry form which would leave him to believe the addition was not relevant to the buildings overall defined characteristics. Sean Clapp then motioned that "The Commission approve the demolition of the structurally deficient 1930's addition to 208 North 8<sup>th</sup> Street on the grounds that this removal will neither damage nor destroy the historical character or character defining features of the original three story structure." Mark Easter seconded the motion and the motion was passed unanimously.

The last order of business dealt with updates on the Riverside and Downtown Historic District plaques (they are still a work in progress) and on the ongoing window replacements at Phil's Body shop (currently windows set to be removed and transoms installed).

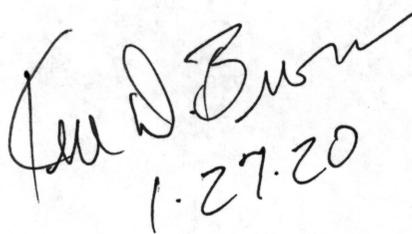
No other matters of business were brought forth and as such Sean Clapp moved to adjourn, seconded by Tim Raglin. The meeting was adjourned at 12:39 pm.

Minutes compiled by Tom Hoffert

Secretary, Independence Historical Preservation Resource Commission.

1: NPS Form 10-900-a (8-86) Register National of Historic Places Continuation Sheet. Independence Downtown Historic District Montgomery Co., Kansas. Section No. 7 p 50.

2: Ibid.

  
1.27.20

The Economic Development Advisory Board met for a regular meeting on January 7, 2020 at 3:30 P.M. in the Veterans Room at the Memorial Hall. Those present included:

Board Members

Chair Chuck Goad (2-0)  
Vice-Chair Wayne Stephany (2-0)  
Secretary Tony Royse (2-0)  
Lori Kelley (2-0)  
Jason Curtis (2-0)  
Jim Correll (2-0)  
Tabatha Snodgrass (Ex-Officio)  
Lisa Wilson (Ex-Officio)  
Trish Purdon (Ex-Officio)

Members Absent

Paul Yaroslaski (1-1)

City Staff

Assistant City Manager/Zoning Administrator Kelly Passauer  
Code Enforcement Director David Cowan  
Finance Director Lacey Lies

Visitors

John Risner

I. REGULAR SESSION

- a. Call to Order

II. ITEMS REQUIRING ACTION

- a. Consider approving minutes of the December 3, 2019 meeting.
  - i. Lori Kelley moved, Tony Royse seconded to approve the minutes. Motion carried 6-0.

III. ITEMS FOR DISCUSSION

- a. David Cowan to review development procedures from walking in the door of City Hall to the final project completion.

David Cowan talked about a disconnect with the building application process at City Hall; "I am charged with stopping the disconnect at City Hall for our customers and the perception of not being customer friendly. Our mission is to take care of our customers and provide the information they need promptly. To ensure we are providing the correct information, stopping the run-around, and the potential for misinformation and allowing them to navigate our building process."

Lacey Lies stated; "Our first step was to change our automated system and direct phone calls to the administration. Getting our customers to the correct contact initially."

David Cowan stated; "Our process as soon as I am aware of information, the information goes

directly to the City Manager. Once the City is aware of the request, the customer is serious we begin the process of getting as much information as we can together and bring the City Staff building committee together so that all the departments can respond back to the customer with accurate information. Our goal is to provide details back to the customer or architect within 48-72 hours.”

Tony Royse asked; “Why are we behind on the Building Codes Editions?”

David Cowan replied; “Current Building Codes can create a lot of expense for the customers and have the latest technology that might not be available in Independence or has been tested. By staying behind a few years we have a Building Code that customers and contractors can abide by, have knowledge about and reduces costs the potential time and cost to the customer.”

Tony Royse asked; “Aren’t the Codes kept up to date for a reason?”

David Cowan replied; “We are current with our surrounding cities and Pittsburg. We will try to change our codes to 2015 by 2021. The IBC code the City currently uses allows for issues in the most current codes to be worked out prior to us adopting them and thus saving customers and contractors money and time with their projects. A big change to Independence is the IEBC or 50% rule. The IEBC is established to help maintain historic buildings and older buildings. Zoning is a huge part of the building department process, depending on where we are at and what they are asking us to do.”

Chuck Goad asked; “When someone walks through the door, is there a document to complete to describe what they want to do, then it is disseminated?”

David Cowan replied; “We ask them to fill out a residential or commercial permit.”

Chuck Goad asked; “Do they get a checklist? Wondering how they are getting onboarded here and if we are overwhelming them.”

Jason Curtis asked; “Can we put more information on the website?”

Lori Kelley stated; “Taking the MCAC information page and sharing it with the City seems to be a key to success.”

Chuck Goad stated; “We need to form a committee to create a one or two-page form that would gather all the information and have it on all of our websites for the customers to access.”

It was determined that a subcommittee would be formed to bring a draft hand holding document form back to the board for review. The Chair of the subcommittee is Jason Curtis and members are Lisa Wilson, Tabitha Snodgrass, Trish Purdon and David Cowan. [NOTE: On January 8, 2020 Wayne Stephany asked to join the submittee.]

- b. Lacey Lies to review Indy Brew Works proposal.

Lacey Lies stated; "Document itself, was a template from Wichita, I tailored it to what I felt met our needs and size, as far as the repayment and it was from an improved plan in Wichita. The concern was the Commissioners were informed the money was going to be used for the sprinkler system and not for equipment."

Lori Kelley stated; "We plan to write a policy; we have historical precedence not to have a policy previously."

Tony Royse stated; "It has already been done; their main concern was the City Manager made the deal before coming to the Commission. Talking about doing this for this one time only, and it may delay further."

Chuck Goad stated; "That policy needs to stipulate the City Manager has discretion up to a certain amount, these things come up to fast, if they are capable of running the City, they are certainly capable of making a \$5,000 decision."

Lori Kelley stated; "We could have a policy that the City Manager has the authority."

Chuck Goad will write a draft recommendation for the committee to review.

A motion was made by Wayne Stephany requesting a letter from Indy Brew Works specifying the use of the money which will be presented to the Commission along with a recommendation from the EDAB with with the reasons why the request should be approved. Lori Kelley seconded the motion. Motion carried 6-0.

c. Economic Development/Transportation/ Industrial Fund

Lacey Lies stated; "I would like an open dialogue and questions about the use of the funds."

Lori Kelley asked; "Why combine economic development and transportation funds?"

Lacey Lies stated; "Typically used for grant matches for KDOT and Airport. They are mixed in one fund, but budget-wise we can budget 50/50 split or whatever."

Chuck Goad asked; "Are franchise fees for economic development?"

Lacey Lies replied; "We are saying grant matches for street and airport are economic development."

Chuck Goad asked; "Where is it specified that this is how the money is split? I want to make sure the franchise agreements do not specify how the money is used."

Lacey Lies stated; "My argument would be the funds go into the general fund."

Chuck Goad stated; "I just need an understanding of where the money comes from before we

make a recommendation.”

Tony Royse asked about budgeted funds.

Lacey Lies stated; “Next year is \$500,000. \$375,000 is street projects; remaining is pure economic development. Look at the economic / transportation fund, and you can see what is the street, airport or economic development.”

Chuck Goad stated; “I want to make sure the funds that come in from franchise fees do not get comingled for whatever reason.”

Lacey Lies stated; “At the end of 2019, there is \$836,137 in cash towards economic development. It is the cash balance in the economic development transportation fund. That is all the money derived from franchise fees that are sitting in that fund. There is an industrial fund that has \$18,000 in it, but we don’t levy that account. You would have to look at what is budgeted in 2020, \$275,00 would come out of that cash balance.”

Lacey Lies will review information regarding franchise fees and maximum percentages to determine if there are any opportunities to increase the percentages.

I. ADJOURNMENT

Tony Royse moved to adjourn, Wayne Stephany seconded the motion. Motion carried 6-0.

Charles Goad

Charles Goad (Feb 6, 2020)

---

Chuck Goad, Chair

Tony Royse

Tony Royse (Feb 5, 2020)

---

Tony Royse, Secretary

**MINUTES**  
**Independence Planning Commission**  
**Independence Board of Zoning Appeals**  
**Tuesday, January 7, 2020**  
**Veterans Room Memorial Hall 5:30 p.m.**

---

**Call to Order**

The Planning Commission meeting was called to order by Chair Mary Jo Meier.

**Planning Commissioners Present**

Mary Jo Meier (1-0), Steve McBride (1-0), Barb Emert (1-0), Michelle Anderson (1-0), Tony Royse (1-0), Brent Littleton (outside) (1-0), Andy McLenon (outside) (1-0), and Lisa Richard (1-0).

**Planning Commissioners Absent**

Philipp Umlauf (Resigned)

**Staff Present**

Kelly Passauer, Assistant City Manager/Zoning Administrator, and Jeff Chubb, City Attorney

**Visitors**

Gary Hogsett, Tabatha Snodgrass, Mark Leaman (representing the Independence Gun Club and applicant) and Deana Combs

**Minutes**

- a. Consider approving minutes of the December 3, 2019 meeting.

Tony Royse made a motion to approve the minutes of the December 3, 2019 meeting after adding Jeff Chubb as present, Steve McBride seconded the motion. The motion carried 8-0.

- b. Reorganization

1. Election of Chair
2. Election of Vice Chair
3. Election of Secretary

Mary Jo Meier made a motion that Andy McLenon serve as Chair, Barb Emert as Vice Chair and Michelle Anderson as Secretary. Tony Royse seconded the motion. The motion carried 8-0.

**Planning Commission**

- c. Consider a request for a conditional use permit for an Indoor firing range in the C-3, Central Business District at 212 North Pennsylvania Avenue.

The following staff report was reviewed:

***Background***

On August 22, 2019 the City Commission initiated a public hearing before the Planning Commission to consider a text amendment to the Conditional Use Table to allow indoor firing ranges as a conditional use in the C-3 Central Business District. The request to the Commission was submitted by the Independence Gun Club who was represented by Police Chief Harrison.

On October 1, 2019 the Planning Commission conducted a public hearing amending Appendix B-Zoning of the City Code relating to "Indoor firing ranges." On a 6-1 vote the following was motion was approved:

To recommend that the City Commission approve adding "Indoor firing ranges" to the permitted and conditional use table and allowing such use as a conditional use in the C-3 Central Business District with the following determinations:

- a. That such change is consistent with the intent and purpose of these regulations because it contains a retail element, and will attract people to the downtown;
- b. That the areas which are most likely to be directly affected by such change will include the C-3 Central Business district, which generally consists of the core downtown. The amendment will only allow indoor firing ranges with a conditional use permit which does provide an opportunity for property owners within the notification area to voice any concerns to both the Planning Commission and City Commission prior to approval and allows the City to impose conditions to address those concerns;
- c. The proposed amendment is made necessary because of new planning concepts in the C-3 Central Business District by adding a new use to the table of uses for indoor firing ranges, addresses higher downtown vacancy rates than existed when the Comprehensive Plan was adopted, by recognizing changes in Kansas legislation which now authorizes concealed carry without a permit, and providing for firearm training for public safety.

To recommend that the City Commission add the following definition to Article IV. Rules and Definitions:

Indoor Firing Range: means an indoor area or facility designated or operated primarily for the use of firearms.

On October 23, 2019 the City Commission accepted the recommendation of the Planning Commission and adopted Ordinance 4315.

***Overview of the Request***

On November 20, 2019 the Zoning Administrator received a request from Mark Leaman representing the Independence Gun Club to issue a conditional use permit for the following described property which is currently zoned C-3, central business district:

*Lots 12 and 13, Block 30, Original Plat to the City of Independence, Montgomery County, Kansas.*

The applicant intends to operate an indoor firing range and retail store in a downtown commercial building at 212 N. Penn Avenue.

### ***Conditional Use Permit***

Article IX of the Zoning Ordinance addresses purpose and authority for granting conditionals uses.

#### ***901.0. Purpose and authority.***

*901.1. Purpose: Conditional uses are those types of uses which are considered by the city to be essentially desirable, necessary, or convenient to the community but which by their nature or operation have (1) a tendency to generate excessive traffic, (2) a potential for attracting a large number of persons to the area of the use, thus creating noise or other pollutants, (3) a detrimental effect upon the value of or potential development of other properties in the neighborhood, or (4) an extraordinary potential for accidents or danger to the public health or safety.*

*Such conditional uses cannot be allowed to locate as a "right" on any parcel of land within certain districts without consideration of existing conditions at the proposed location and of properties neighboring upon the specific site considered, nor without adequate and sufficient safeguards, when necessary, to lessen the impact of adverse factors.*

*901.2. Authority to grant permits: The governing body shall have the authority to grant conditional use permits, subject to such conditions of design and operation safeguards and time limitations as it may determine for all conditional uses specified in appendix "A" of this ordinance and for all permitted uses for which the planning and zoning commission has found that by their nature or in their operation have characteristics listed in clauses (1), (2), (3) and (4) of section 901.1 of this article, provided, however, that said conditional use permits for permitted uses shall not establish standards or conditions that are less restrictive than those set out in the district regulations for the district in which said use is located.*

*(Ord. No. 3863, § 1, 12-20-01)*

In considering those types of uses which may be desirable, necessary or convenient to the community, the Commission should review and make recommendations based in part on 901.1.

Additionally, the decision of the Planning Commission to recommend approval or denial of the proposed conditional use shall be based on the following criteria (902.2):

- a. *The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitation.*

The requested location is in an existing building in the C-3 zone which has zero lot lines.

- b. *The proposed conditional use at the specified location will contribute to and promote the welfare or convenience of the public.*

The requested location will provide additional activity to the downtown and provide an opportunity for gun safety and training opportunities in a controlled environment. However, the Planning Commission could include additional conditions to further protect the welfare of the public.

- c. *The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.*

It is unknown if this type of use will create substantial injury to the value of other downtown properties.

- d. *The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate use of the neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:*

1. *The location, nature and height of buildings, structures, walls and fences on the site, and*
2. *The nature and extent of landscaping and screening on the site.*

The requested location is in an existing building in the C-3 zone which has zero lot lines.

- e. *Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations (article VII).*

The requested location is in an existing building in the C-3 zone which is exempt from the Off-street parking and loading regulations.

- f. *Adequate utility, drainage, and other such necessary facilities have been or will be provided.*

The requested location is in an existing building in the C-3 zone which is already constructed with existing utilities and drainage systems. Additional necessary facilities may include those that deal with safety, noise, air and other environmental concerns.

- g. *Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.*

The requested location is in an existing building in the C-3 zone which is exempt from the Off-street parking and loading regulations, therefore no entrance or exit drives will be required.

#### ***Action by the Planning Commission***

Any recommendations regarding a conditional use permit for the subject property shall be based on Section 902.2 previously outlined in this report. Following your action, the application and your recommendation will be forwarded to the City Commission at which time they will have 30 days to adopt, modify or deny the Planning Commission's recommendation.

#### ***Staff Recommendation***

If the Planning Commission determines to approve the request for a conditional use permit for an indoor firing range at 212 N. Penn Avenue the following conditions are recommended for consideration:

1. Applicant shall comply with all applicable Federal, State and local statutes, laws, ordinances or codes, including but limited to:
  - a. Building codes,
  - b. Fire codes,
  - c. Zoning codes,
  - d. U.S. Department of Labor Occupational Safety and Health Administration (OSHA) regulations,
  - e. U.S. Environmental Protection Agency (EPA) regulations,

- f. Kansas Department of Health and Environment (KDHE) regulations.
  - g. Kansas Department of Agriculture regulations, division of Conservation (DOC) regulations, and
  - h. Bureau of Alcohol, Tobacco, Firearm and Explosives (ATF) registration requirements.
2. The facility shall comply with established guidelines, such as but not limited to the National Rifle Association (NRA) Range Source Book (current edition).
  3. Indoor ranges must be designed so projectiles cannot penetrate the walls, floor or ceiling, and ricochets or back splatter cannot harm range users. Walls and partitions shall be designed to stop all projectiles fired on the range by containing or redirecting bullets to the backstop.
    - a. Exterior walls from 24 inches behind the firing line, downrange to 12 inches past the bullet trap system, shall be of a design that is impenetrable to the ammunition fired in the facility. 8 inch fully grouted concrete masonry units or 6 inch concrete are acceptable for this bullet resistance.
    - b. Floor system throughout the firing range enclosure shall be of a design that is impenetrable to the ammunition fired in the facility.
    - c. Ceiling system shall be of a design that is impenetrable to the ammunition fired in the facility between any point vertically above the firing line, from 12 inches above the firing line to the underside of the safety ceiling system, and downrange. Safety ceiling system shall also extend a minimum of 24 inches behind a line extended vertically above the firing line. Safety/baffle ceiling system shall be manufactured and certified to stop all ammunition fired in the facility.
    - d. Bullet trap system shall be manufactured and certified to stop and contain all ammunition fired in the facility.
    - e. Shooting stalls, if present, shall be of a design that is impenetrable to the ammunition fired in the facility.
  4. Floors, walls, backstops, and ceilings must be able to contain the sound in addition to the bullet fired and be made of an acceptable engineering standard compliant with standards applicable under conditions 1 and 2.
  5. Lead exposure shall follow EPA and OSHA guidelines to make sure that the facility is properly ventilated.
    - a. Shooting range enclosure ventilation system shall be a separate system from the remaining building. This system shall meet the requirements of the International Mechanical Code and NIOSH recommendations.
    - b. Maintenance of this ventilation system shall be in accordance with manufacturer's guidance, OSHA regulations and EPA regulations.

6. Uncovered containers of spent bullets, bullet fragments, cartridge cases or debris from shooting range maintenance shall be properly disposed of and not be stored outdoors.
7. Eye and hearing protection shall be required within the shooting range enclosure whenever firing is conducted. OSHA compliant signs shall be posted requiring eye protection and hearing protection.
8. No outdoor shooting of any kind, regardless of whether said shooting is connected to the commercial use of the property, shall be allowed, permitted, or conducted on the property at any time under any conditions.
9. Fully automatic firearms are prohibited. Firearm use shall be limited to .45 caliber or less, provided that the facility is designed to meet all conditions listed.
10. The facility must be under its ownership's supervision and control while open and in use.
11. The indoor firing range shall not create a nuisance that interferes with others' rights to safety and enjoyment of their own property.
12. The business is to maintain at least a \$2,000,000 commercial liability policy.
13. The applicant shall submit to the City for approval prior to operation, and maintain as a condition for operation, a Range Safety Plan that establishes rules and regulations which must be complied with. Such rules and regulations shall be prominently posted at the facility and shall address the following at a minimum:
  - a. Firearm Handling Rules
    - i. Address how firearms will be handled on site in a safe manner.
    - ii. Guns shall be stored where they are not accessible to unauthorized persons.
  - b. General Range Rules
    - i. Range commands.
    - ii. Designated range officer.
    - iii. Downrange safety measures.
  - c. Specific Range Rules based on type of facility
    - i. Types of firearms permitted on site.
    - ii. Types of activities permitted on site.
    - iii. Caliber restrictions.
  - d. Administrative Rules and Regulations
    - i. Who is authorized to use the facilities? (members, public, law enforcement, etc.)
    - ii. How are authorized personnel identified?
    - iii. Who will enforce rules and penalties?

- iv. What type of targets will be used?
- v. Hours of operation?
- vi. Barrier free accessibility shall be provided for use of the facility.
- vii. What shooting activities are allowed and not allowed?
- viii. Alcohol and controlled substances shall not be permitted at the facility.
- ix. What age restrictions will be utilized for the facility or what safety procedures will be in place for minors?
- x. How will firearms be transported into the facility?
- xi. What procedures will be utilized to protect patrons and employees from health hazards such as lead contamination that includes but is not limited to, lead contamination monitoring, disposal methods, etc. to ensure a safe environment?
- xii. Will food be served on site?

14. The Independence Chief of Police or his or her designee shall be made available a minimum of two times a year at a time of their choosing to perform an inspection of the facility to make sure the firearm range safety plan is being followed and that the facility is safe for use.

15. The above-listed conditions of approval shall be tied to the current applicant and not transferrable to any future property owners.

Staff's recommendation is based on the criteria set forth in 902.2, "a through g" of the zoning code.

Lisa Richard reviewed four articles on the danger of lead poisoning at gun ranges which are attached to these minutes.

Mary Jo Meier opened the public hearing and inquired if there any conflicts of interests.

No one indicated that they did.

Mary Jo Meier asked if anyone in the audience wished to make a comment.

Mark Leaman stated that if his group could not conform to the proper regulations, they would not open the range. He also noted that they will hire a professional service that deals with these issues but, not until they get the go ahead from the City.

Tony Royse asked if he had read all of the conditions associated with this permit and Mark Leaman replied that he had.

Steve McBride asked if they would follow the NRA's guidelines as well.

Mark Leaman replied that they would.

Mark Jo Meier asked if there were any other comments.

Gary Hogsett asked the Commissioners to keep an open mind for uses of downtown buildings and noted that the worst thing that could be done would be to have a building sitting empty.

Steve McBride asked if there will be a retail shop as well in the building.

Mark Leaman replied that there would.

Lisa Richard asked about the disposal process.

Mark Leaman explained that the brass and lead would be taken to Commercial Metals and disposed of properly.

Deana Combs asked if shooting would occur in the basement and would the glass be bullet proof.

Mark Leaman replied that shooting would not occur in the basement and the proper containment would be enforced.

Tabatha Snodgrass gave her support to Mark Leaman and his group.

Mary Jo Meier read through the conditions.

Lisa Richard asked for more discussion on the topic before they vote and voiced her concerns for the health of the people who would use or work at the facility.

Andy McLenon noted that Mr. Leaman is willing to spend the money for professionals and he would like to enable him to get to the next point of spending money so he could attack these issues.

Lisa Richard believes that what goes on in the building and the protection of those in the building are valid concerns for the Planning Commission and City Commission.

Steve McBride noted that this Commission is not here to determine what type of operations this business can have.

Lisa Richard stated that to avoid contamination issues in the future it needs to be a lead-free gun range and there needs to be language added for noise levels outside the building.

Andy McLenon stated that he did not want to tell someone how to run their business.

Lisa Richard moved to amend Condition #4 to add; *“There shall be no increase in the number of decibels outside the building as compared to a measurement prior to*

*operation attributable to the indoor firing range.*” The motion was seconded by Michelle Anderson. The motion carried 5-3 with Lisa Richard, Andy McLenon, Michelle Anderson, Barb Emert and Mary Jo Meier voting aye; and Steve McBride, Tony Royse and Brent Littleton voting nay.

Lisa Richard recommended that the gun range be lead-free.

Mary Jo Meier asked Mark Leaman his opinion on making the proposed site a lead-free gun range.

Mark Leaman stated he would have to look into it but he thought that 99% of the handguns could not shoot that type of ammunition and he would have to talk with Chief Harrison since his officers would be training in there.

A motion was made by Andy McLenon to recommend approving a conditional use permit for an Indoor firing range in the C-3, Central Business District at 212 North Pennsylvania Avenue with the conditions recommended by City staff with the additional language added to condition #4 stating; *“There shall be no increase in the number of decibels outside the building as compared to a measurement prior to operation attributable to the indoor firing range.”* The motion was seconded by Steve McBride. Lisa Richard requested that the motion be amended to include additional conditions. Andy McLenon declined to amend his motion. The motion passed 5-3 with Andy McLenon, Steve McBride, Brent Littleton, Barb Emert and Mary Jo Meier voting Aye; and Tony Royse, Michelle Anderson and Lisa Richard voting Nay. Motion carried.

- d. Consider initiating a public hearing to consider a text amendment to Appendix B-Zoning of the City Code including, but not limited to:
  1. Article IV. Rules and Definitions.
  2. Appendix A. “Listing of Permitted and Conditional Uses” including, but not limited to “Orphanages” and other new additional use(s).

The following staff report was reviewed:

The City Commission or Planning Commission may initiate text amendments to the zoning code. Recently staff was contacted by someone wishing to open a “Group Boarding Home” as defined by DCF which means *“Twenty-four hour nonsecure care for five to ten children between the ages of infancy to 16 years of age.”* The individual that contacted staff indicated that they would have five to eight children in foster care ranging in ages from 8 to 18 years of age. Staff found on another DCF document that *“Facilities providing services to children age 16 and older only do not require a license”* so I anticipate that is why the previous DCF definition only addresses children 16 and younger. The individual stated they will have an in-house manager and that the requestor will not live in the house.

According to the City Attorney, this request does not meet the statutory definition of a “Group Home” which has additional requirements as it pertains to municipalities, since the requestor does not plan to house disabled children.

The only other previous zoning case I could find that compares to this request was in 2013 when a company came in and wanted to buy a nursing home at 715 S. 2nd and turn it into a Boys’ Home in which they requested the property be rezoned from R-2 to R-4. Action by the Planning Commission was initially tabled at their September 10, 2013 hearing pending more information and the requirement of a conditional use permit. On October 1, 2013 the Planning Commission approved a conditional use permit with several conditions but failed to address the rezoning. A valid petition was filed by the property owners within 200’. On October 23, 2013 the City Commission denied the rezoning on a unanimous vote stating that *“this use did not fit the character of the neighborhood.”*

In reviewing the current conditional and permitted table of uses, the closest uses staff was able to locate include *“Day care centers – more than four children”* and *“Orphanages”*.

Staff recommends that a public hearing be initiated to consider a text amendment that would add *“Children’s Home”* into the permitted and conditional use table which would be a permitted use in an R-5 zone, and a conditional use in the R-3 and R-4 Zones. It is suggested to either modify *“Orphanage”* to match the suggested permitted uses of a *“Children’s Home”* or combining it *“Children’s Home/Orphanage”* or deleting *“Orphanage”* as a use since the *“Children’s Home”* definition should cover both.

The following definitions are also proposed:

*Children’s Home: Any place, home or institution providing twenty-four hour nonsecure care to five or more children under the age of 18 years for compensation in which such children are under the custody of a state agency; provided, however, this definition shall not include children placed in family care in a family foster home, public and private schools organized, operated or approved under the laws of the state, children related by blood or marriage to the provider, caring for children within an institutional building while their parents or legal guardians are attending services, meetings or classes or engaged in church activities.*

*Family Foster Home: A child care facility that is a private residence, including any adjacent grounds, in which the resident(s) provide family care for 24 hours a day for one or more children in foster care and for which a license is required by the State of Kansas.*

The above definitions were written to ensure that rezoning or conditional use permits would not apply to a family that serves as foster parent(s) in the home the foster parent(s) reside in.

In speaking with the City Attorney, if the applicant wishes to proceed with their request at the same meeting as the text amendment that can be permissible as long as the text amendment is heard before the request for rezoning or a conditional use permit. Since currently the closest use to the applicant's request is an "Orphanage", it has been suggested to the applicant to apply for rezoning to R-5 for an "Orphanage". The Planning Commission can recommend a lesser zoning classification with a conditional use permit after they have held the public hearing for the text amendment.

It should be noted that staff is cognizant of the need for foster care and is also supportive of local business opportunities that will bring additional jobs to the community. The City currently requires conditional use permits for daycares, so requiring a conditional use permit and/or rezoning for the requested use would not be out of line with the current code and would ensure that our zoning codes are consistent and fair to all.

**Suggested Motion:**

*I move to initiate a public hearing to consider a text amendment to Appendix B-Zoning of the City Code including, but not limited to:*

1. *Article IV. Rules and Definitions.*
2. *Appendix A. "Listing of Permitted and Conditional Uses" including, but not limited to "Orphanages" and other new additional use(s).*

Kelly Passauer explained the background on initiating the hearing.

Mary Jo Meier moved to initiate a public hearing to consider a text amendment to Appendix B-Zoning of the City Code including, but not limited to:

1. *Article IV. Rules and Definitions.*
2. *Appendix A. "Listing of Permitted and Conditional Uses" including, but not limited to "Orphanages" and other new additional use(s).*

The motion was seconded by Brent Littleton and passed 8-0.

e. Review vacancies and expired terms.

Staff provided the following information regarding two vacancies due to a resignation and an expired term:

<b>PLANNING &amp; ZONING COMMISSION</b> (3 year terms -- 9 members)			
<b>Members</b>	<b>Term</b>	<b>Expires</b>	<b>Appointed/ Eligible to be Reappointed</b>
Mary Jo (Dancer) Meier Chair	1st term*	January 1, 2022	
Philip Umlauf	1st term*	January 1, 2020	August 20, 2015 Resigned December 2, 2019
Brent Littleton**	1st term	January 1, 2022	January 25, 2019
Tony Royse	1st term	January 1, 2022	March 28, 2019
Andy McLenon** Secretary	1st term*	January 1, 2021	October 26, 2016 January 8, 2018
Michelle Anderson	Unexpired	January 1, 2021	June 28, 2018
Barbara Emert	1st term*	January 1, 2021	March 7, 2017 January 8, 2018
Lisa Richard	1st term*	January 1, 2023	August 8, 2019 December 19, 2019
Steve McBride Vice Chair	2nd term	January 1, 2020	Nov 20, 2013 Effective 1/1/2014
*Served an unexpired term.			
**Outside City Appointment. Not on Board of Zoning Appeals.			
Meeting Place: <u>Veterans Room, Memorial Hall</u> Meeting Date: <u>First Tuesday of each month</u> Meeting Time: <u>5:30 p.m.</u>			

Applications are being received until January 17, 2020. The application may be found at this link: <https://www.independenceks.gov/DocumentCenter/View/1814/PZApplication-Due01172020>

Mary Jo Meier thanked everyone for serving as it is not an easy job. She also thanked those that performed additional research and input.

Lisa Richard stated that the recommendation to the Commission should include the opposition's concerns.

Brent Littleton noted that conditions five and six cover that area and the building owner doesn't need to be cited to death.

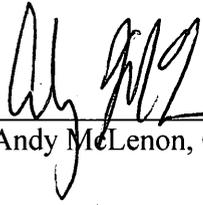
Lisa Richard asked that the articles be provided to the Commission.

**Board of Zoning Appeals (Does not include outside City appointments)**

f. None.

**Adjournment**

A motion was made by Andy McLenon, seconded by Lisa Richard to adjourn.  
Motion carried 8-0.



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Andy McLenon, Chair

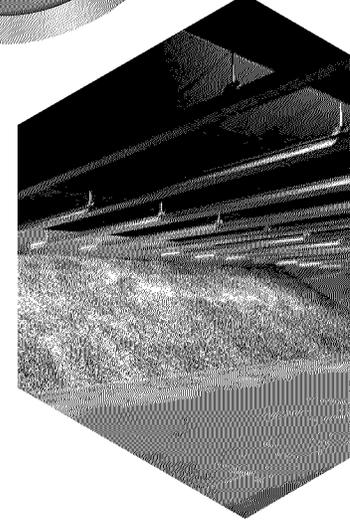
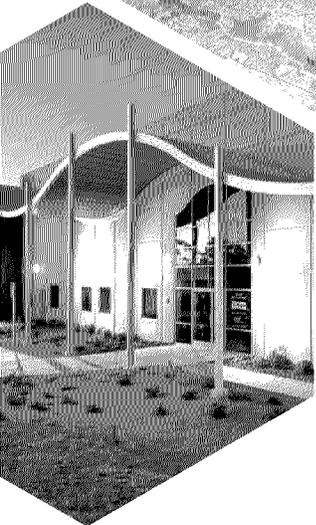


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Michelle Anderson, Secretary

# STAR RATING SYSTEM

## Indoor Range & Retail Businesses



THE FIREARMS INDUSTRY TRADE ASSOCIATION

| NSSF.ORG



## **DOES YOUR INDOOR RANGE AND RETAIL STORE HAVE WHAT IT TAKES TO BE AN NSSF STAR-RATED BUSINESS?**

The National Shooting Sports Foundation® (NSSF®) is happy to introduce the new Star Rating System for indoor range and retail businesses. The rating system is based on our vision of a safe, well-managed, customer-oriented facility that is a strong promoter in the recreational shooting sports market. NSSF's new Star Rating Range Program will hold 5 Star facilities to a higher standard. These 5 Star-rated ranges will be the gold standard for our industry, those ranges having earned that rating through their focus on advancing best business practices.

Some ranges may not be able to immediately meet the requirements needed to achieve the full 5 Star rating—and that's okay! The important thing is that your range and retail business is meeting the needs of your customers regardless of where you rank, and from there you can use the 5 Star rating requirements as a guide to make additional improvements. Indeed, this rating system is intended to provide our member ranges an opportunity to identify areas within their businesses that can be refined to attract new customers and provide them a higher level of service.

Do you think you have what it takes to be an NSSF Star Rated facility? Let's get started and find out!

### **HOW TO USE THIS RATING FORM**

There are four categories in the NSSF Star Rating System for indoor range and retail businesses: Appearance, Management, Shooting Sports Development and Amenities. Each category is divided into several sections that group related scoring criteria.

The first thing you should do when working with each section is to read the scoring criteria. Scoring is based on a 5, 3 or 0 rating. A 5 will mean your current facility meets the highest requirements for that particular item within that section. A 3 means you fall short of 5 Star standards but you do meet part of the criteria. If your business does not meet the criteria at all, give yourself a 0.

In order to validate your scores, you must supply us with additional support information. The additional information required is listed next to the items within each section. There is also a Supporting Documentation Checklist in the back of rating form. Make sure to use this as a reference so that you supply all supporting information on the flash drive that's provided to you within your application package.

In determining your facility rating, add up the earned points in each section and write the sum in the shaded box at the bottom of each respective section. The section scores will then be added up to determine your score for the category, then all category scores will be tabulated into a final total. From there you'll compare your scores with the star rating score requirements on the last page of the evaluation and determine where your facility stands.

# NSSF STAR RATING RANGE ASSESSMENT

Complete the following sections using 5, 3, or 0 for your response. At the end of each section, tally your responses and calculate your points. At the end of the application, tally your subtotals for a total score.

5 = Demonstrates exceeding the criteria (requires proof and/or verification)  
 3 = Demonstrates meeting the criteria  
 0 = Does not meet criteria

<b>1. APPEARANCE</b>		<b>Response Required</b>	
SIGNAGE	You have a store sign that can be easily read from the road far enough in advance to make a safe turn from a vehicle. That sign is maintained to provide a professional image.	Picture attached	
	Your telephone number, web address and social media channels are clearly and professionally posted near the entrance so potential new customers/members can contact you during off hours.	Picture attached	
	You have signage that clearly states basic range and firearm safety rules posted where everyone will see them either before they enter your range or facility or while they're on the range. That signage is readable and maintained.	Picture attached with written explanation if more than one	
	You have a professional "Welcome" sign created by qualified personnel with a marketing background or an experienced marketing or advertising firm. That sign is consistent with your company's other branding and was produced by a reputable printing house. If you meet this criteria, give yourself 5 points. If you have a ready-made store-bought sign or something similar, give yourself 3 points. No "Welcome" sign rates 0 points.	Picture attached	
	You have a professional "Open" sign created by qualified personnel with a marketing background or an experienced marketing or advertising firm. That sign is consistent with your company's other branding and was produced by a reputable printing house. If you meet this criteria, give yourself 5 points. If you have a ready-made store-bought sign or something similar, give yourself 3 points. No "Open" sign rates 0 points.	Picture attached	
	You have your regular hours of operation clearly and prominently displayed on the outside of your facility.	Picture attached	
	You have a professional "Thank You for Coming" sign that was created by qualified personnel with a marketing background or an experienced marketing or advertising firm. That sign is consistent with your company's other branding and was produced by a reputable printing house. If you meet this criteria, give yourself 5 points. If you have a ready-made store-bought sign or something similar, give yourself 3 points. No "Thank You for Coming" sign rates 0 points.	Picture attached	
	<b>Total Points This Sub-section: 5 = _____ 3 = _____ Total = _____</b>		
FACILITY EXTERIOR & INTERIOR	All building exteriors look like they're professionally maintained.		
	Your windows are clean and uncluttered.	Picture attached	
	Grounds cleanup is part of your daily operating procedures and performed on a continual basis.	Written Explanation of Policy	
	Are walkways, curbs and firing lines made of concrete, asphalt or another material appropriate for the specific purpose? And are they regularly maintained for both safety and appearance reasons?	Picture and Policy	
	Your facility is landscaped and the landscaping is well maintained.		
	Your parking lot is well-lit at all times while the store is open for business.	Picture attached	
	The interiors of your public-access buildings are impeccably maintained...	Picture attached	
	Your clubhouse or lounge furniture is the kind of relaxing style you'd expect in a doctor's office or in other similar professional businesses or sports clubs.	Picture attached	
	The interior gets a thorough cleaning (vacuuming, dusting, etc.) on a regularly scheduled weekly basis at a minimum	Policy described	
	If you have posters and/or other artwork on the walls, they are all framed, neatly mounted or otherwise produced for a professional display appearance.	Picture attached	
	Give yourself 5 points if your facility's driveway, parking lot, roads and paths are paved or freshly graveled. Give yourself a 3 if these items are unpaved, but are smooth and regularly maintained (no ruts, washboards or potholes) AND where inclement weather does not significantly impact appearance or function. Any other description merits a 0.	Picture attached	
	Your building interior is brightly illuminated during hours of operation (and keeping in mind that sunlight counts).	Picture attached	
	Your firing line and target areas are brightly illuminated during hours of operation.	Picture attached	
<b>Total Points This Sub-section: 5 = _____ 3 = _____ Total = _____</b>			
<b>Total Points Section 1: Points: _____ / 100</b>			

2. MANAGEMENT		Response Required	
<b>CORPORATE TECHNOLOGY</b>	If your organization has a point-of-sale (POS) system, give yourself 5 points. No POS system merits a 0.	Description	
	If your organization uses an electronic bound book, give yourself 5 points. No electronic bound book merits a 0.	Description	
	If your organization has a corporate email (an email account with a domain name that ties directly to your organization; ex. gunsforsale@joesgunshop.com) that receives information requests and is monitored throughout each business day, give yourself 5 points, otherwise 0.	Description	
	If you provide a corporate email account for all full time employees give yourself 5 points. If you provide email addresses for the majority of employees, give yourself 3 points, or, if you do not typically provide emails for employees, give yourself 0 points.	Description	
	Award your facility 5 points if you have a fax machine, scanner or fax-to-email system that serves to send and receive documents electronically. If no such technology exists, then 0.		
	You have a phone system that provides a personal greeting and voicemail and can be regularly updated with messages.		
	Your phone system includes an auto-attendant service that provides your hours of operation and other useful information.		
	Your organization has a professional website.	URL attached	
	If your website has an integrated electronic hold-harmless/liability waiver, give yourself 5 points. If your waiver is posted to your website and viewers can print and complete the waiver prior to their arrival, give yourself 3 points.	URL	
	Your website is updated at least quarterly...	Describe	
	<b>Total Points This Sub-section: 5 = _____ 3 = _____ Total = _____</b>		
<b>FINANCIAL AWARENESS &amp; COMPLIANCE</b>	You have a formal accounting software package or utilize a professional accounting agency to help manage your business.	Description	
	You use customer conversion data to improve periodic sales performance.	Description/ example of analysis	
	You conduct surveys of your customer base at least once a year in order to measure and/or improve performance.	Description/ example of analysis	
	Your organization has had a mock ATF (or other firearms regulatory or consulting entity) audit at least once every three years (unless you have had an actual audit by the ATF during that same time period).	Description	
	Your organization has had a mock OSHA audit by an outside entity within the last three years (unless you have had an actual audit by a pertinent regulatory body during that period). If you perform your own audit, provide an outline of what that audit consists of.	Description	
	<b>Total Points This Sub-section: 5 = _____ 3 = _____ Total = _____</b>		
<b>MARKETING &amp; ADVERTISING</b>	If you retain professional marketing personnel or utilize an outside agency at least three out of four quarters each year, give yourself 5 points	Description	
	If you have a written marketing plan that has been updated in the last 12 months, give yourself another 5 points.	Description	
	You have a comprehensive and professionally designed website that fully describes your facility and services.	URL	
	You have a comprehensive printed brochure that fully describes your facility and what's available on-site.	PDF or picture	
	If your website has all range rules and fees listed, you get 5 points.	URL	
	If the regular hours of operation, facility address and directions, along with specific business offerings, are clearly and prominently posted on your company's website and on your social media platforms, give yourself 5 points.	URL	
	Your range is listed in annual directory such as NSSF's Where to Shoot website or NRA's National Registry of Places to Shoot.		
	Your organization has had at least one major sales campaign within the last year that was advertised outside of your facility.	Describe	
	Give yourself 1 point ( up to 5 points) for every local business (chamber, visitors' bureau, hotels, restaurants, etc.), where you promote your business by displaying brochures or flyers in their ad racks or boards..	Describe	
	If you engage your customer base through e-blast communication on a weekly or monthly basis and or have a newsletter that is sent out at least quarterly, give yourself another 5 points...	Describe and provide link to latest e-blast or newsletter	

	Give yourself 5 points if you maintain at least a 4 star or greater average with online review sites such as Google, Yelp, Trip Advisor, etc., and you can prove you address customer complaints on those sites. Give yourself a 3 if you maintain a 4 star average but do not respond to complaints.	URL and describe process for bad experience follow up	
	If you utilize, on a weekly basis, social media channels such as Facebook, Twitter and Instagram with which to engage your customer base while promoting your business to prospective customers, give yourself 5 points.	URL	
	<b>Total Points This Sub-section: 5 = _____ 3 = _____ Total = _____</b>		
<b>STAFF TRAINING</b>	You require senior staff to attend at least one formal skills-development training seminar every year (such as those offered by the local college).	Description: examples of training	
	If your staff (including you) have attended industry training sessions such as SHOT Show University, Retailer Seminars, webinars, training programs offered through 3point5.com or other non-industry specific training classes to improve your business practices overall, give yourself 5 points.	Description	
	If you use outside business consultants for advice, policy development, professional management and/or staff training, give yourself 5 points	Description	
	You have a formal training procedure for on-boarding all new employees, to include orientation and classroom training.	Description	
	There are monthly mandatory staff meetings that always include a discussion of customer/member service.	Description	
	The staff is provided with a written procedures manual that is always immediately available and has been updated within the last 12 months.	Description	
	If your staff is trained on drug awareness and related policies, such as those provided by local law enforcement agencies, you get 5 points.	Description	
	The entire staff is trained to and are evaluated on promptly greeting and welcoming visitors.	Description	
	Your staff is trained to be professional on the telephone and always answer by the third ring.	Description/ tested by the committee randomly	
	If you allow employees to carry exposed or concealed firearms while performing their job duties, you require regular training and qualifications.	Description	
	if you allow employees to carry exposed or concealed firearms as part of their job duties, you have annual decision making and scenario training as a requirement to carry while on the job.	Description	
	You monitor all your employees for firearms retention practices and awareness.	Description	
	Your organization has a written firearms handling and carrying policy manual that specifically addresses what the employees are allowed to do with their firearms while working.	Description	
	You have instructors, and the majority (more than half) of them have formal training certified by the NRA or a governmental agency.	Description	
	Instructors without formal training have worked through a comprehensive "On the Job" training program supervised by certified (formally trained as listed above) instructors.	Description	
	<b>Total Points This Sub-section: 5 = _____ 3 = _____ Total = _____</b>		
<b>UNIFORMS</b>	Your staff is required to be in a uniform that you provide.	Picture	
	You provide cleaning services (or pay for the service) for employee uniforms.	Describe	
	All employees have names embroidered on their uniforms or wear nametags.	Picture	
	<b>Total Points This Sub-section: 5 = _____ 3 = _____ Total = _____</b>		
<b>SECURITY &amp; SAFETY</b>	You conduct background checks on all new hires.	Description	
	Your organization has a written emergency action plan for common emergencies.	Description	
	Your range has range safety officers on the ranges or patrolling the range at all times the ranges are active (hot).	Description	
	You have a CCTV camera system that covers more than 90 percent of your facility (inside and outside).	Description	
	Your CCTV security system allows remote viewing and playback.	Description	
	You maintain at least three months of CCTV backup video for all your cameras.	Description	
	If as a matter of policy you maintain in having a CPR-certified employee onsite during hours of operations, give yourself 5 points.	Description	

**SECURITY & SAFETY CONT.**

	If you have a automated external defibrillator (AED) in your facility and maintain necessary required certifications, give yourself 5 points.	Picture	
	You maintain a fully equipped, readily available trauma kit and your staff is trained to use it.	Describe	
<b>Total Points This Sub-section: 5 = _____ 3 = _____ Total = _____</b>			
<b>LEADERSHIP</b>	You stay on top of things by reviewing and updating all of your plans on an annual basis.	Description	
	Give yourself 5 points if you have a full-time manager (at least 32 hours/week), 3 points if you have a part-time manager or 0 points if you have not hired a manager for your business.	Description	
	Give yourself 5 points if your manager has a college degree or professional certification in a range or business discipline, 3 points if your manager has at least two years in range, retail or other related management. If none of these, 0 points.	Description	
	<b>Total Points This Sub-section: 5 = _____ 3 = _____ Total = _____</b>		
<b>Total Points Section 2: Points: _____ / 295</b>			

**3. SHOOTING SPORTS DEVELOPMENT** **Response Required**

<b>SHOOTING SPORTS DEVELOPMENT</b>	You provide scheduled and supervised public range time at least five days a week.	Description	
	If you rent a wide range of guns for on-range use, give yourself 5 points.	Picture attached	
	If you provide free or low-cost, quality eye and ear protection, give yourself 5 points.		
	If you offer free or low-cost introductory shooting programs throughout the year (i.e. First Shots), give yourself 5 points.	Description	
	Give yourself 5 points if you have trained, personable instructors available most business hours, 3 points if you have instructors available, but only by appointment. No instructors available merits a 0.	Description	
	Give yourself 5 points if you offer classroom or private instruction beyond carry license classes, 3 points if you contract or work with another agency or business to provide similar classes. No training other than carry licensing merits a 0. (Note: Hunter education classes intended to satisfy hunting license requirements count towards "other" training.)	Description	
	You have a fully functional classroom with professional, good quality audio and visual aids.	Picture attached	
	If you provide a new shooter/safety orientation presentation for all shooters, give yourself 5 points.	Description	
	<b>Total Points This Sub-section: 5 = _____ 3 = _____ Total = _____</b>		

<b>COMMUNITY ENGAGEMENT</b>	Community engagement efforts can earn you up to 55 points in the following section. Assess your earned points using the last 12-month period.		
	Give yourself 2 points for each special event over the last 12 months where the public was invited to the range (via personal invitation or advertisement on social media, website, online advertising, in the community's primary newspaper, on radio or on TV). 10 points maximum.	Description	
	Give yourself 2 points for each league program scheduled at your range each year. 10 points maximum.	Description	
	Give yourself 1 point for each non-profit group or any first-responder groups you allowed to use the facility at a discounted rate or for free over the last 12 months. 5 points maximum.	Description	
	Give yourself 1 point for every \$1,000 your business activities have raised for charitable organizations. 10 points maximum.	Description	
	If you or your manager(s) are an active member of a local civic group, chamber of commerce, veterans support group or law enforcement charity or volunteer program, where the purpose of the membership is to foster the growth of your business and the shooting sports, give yourself 1 point per group. 3 points maximum.	Description	
	For each youth event (Boy Scouts, 4H, etc.) held at your range, add on an additional 5 points. 15 points maximum.	Description	
	Give yourself 1 point for each speech or presentation you delivered to a local or national group/organization and contributed to the development of the shooting sports. 3 points maximum.	Description	
	<b>Total Points This Sub-section: 5 = _____ 3 = _____ Total = _____</b>		

<b>RANGE EQUIPMENT &amp; PRACTICES</b>	You utilize a modern electronic target-retriever system in all lanes and the equipment is well maintained.	Picture	
	If you have separate ventilation systems for each range bay and each system has HEPA filters for the return or exhaust air, give yourself 5 points. If your standalone range ventilation system uses HEPA filters for the return or exhaust air, give yourself 3 points.	Pictures	
	You have magnehelic pressure gauges or other electronic monitoring of air flow on all of your exhaust systems to ensure timely filter changes.	Picture attached	
	Your gauges are continually monitored.	Description & Picture	
	If your range/s floors are cleaned daily (including mopping or HEPA vacuuming) or during the day when necessary, give yourself 5 points. If you clean the floors only a few times a week, give yourself 3 points.	Description	
	If you provide Dlead soap or a similar personal cleaning product in the restrooms or at a wash station by your range for customers to use after shooting, give yourself 5 points.	Picture	
	<b>Total Points This Sub-section: 5 = _____ 3 = _____ Total = _____</b>		
<b>ENVIRONMENTAL</b>	You have written lead management health and safety plans set up to ensure your compliance with Federal and State Laws	Scored Below 	
	This plan must contain the following 7 plan items—answer 5 if your plan includes the item or 0 if it does not:		
	Surface Lead testing procedures.	Description	
	Employee blood lead-level testing procedure.	Description	
	Lead mitigation procedures for staff and public.	Description	
	Trap maintenance and mining procedures.	Description	
	An injury prevention and wellness plan related to ranges, facilities and lead safety.	Description	
	Hazardous material handling and storage plan.	Description	
	Hazardous material disposal plan.	Description	
	You conduct surface lead checks regularly (at least once per quarter) in all employee and public spaces.	Description	
	You or your current manager(s) have participated in an NSSF Lead Management & OSHA Compliance Workshop or training webinars on these topics.	Description	
	Give yourself 5 points if you maintain a laminar air flow across the firing line of between 50 and 75 feet per minute. If not, the score merits a 0.	Description	
	If you have anything on your ranges (behind the shooting stalls by the back wall) that potentially disrupts the air flow, give yourself a 0, otherwise a 5.	Description	
	If you have hired or utilized any consultants to help develop, review or test your systems/procedures to ensure both OSHA and EPA compliance, give yourself 5 points.	Description	
<b>Total Points This Sub-section: 5 = _____ 3 = _____ Total = _____</b>			
<b>Total Points Section 3: Points: _____ / 185</b>			

4. AMENITIES		Response Required	
<b>RETAIL STORE / PRO SHOP</b>	(The following refers only to stock inventory and not to special-order items.)		
	Give yourself 5 points if your inventory includes everything a target shooter could want, including firearms, ammunition, targets, optics, accessories, cleaning and reloading supplies, clothing, books/magazines/videos, etc. Give yourself 3 points if your inventory product mix is good, but not quite all-inclusive. Award yourself 0 points if you carry only some ammo and targets.	Describe	
	Your retail store area / pro shop is merchandised in a professional manner and all products are clearly displayed and labeled.	Pictures of Pro Shop	
	Display cabinets are well organized, shelf space is filled, and empty spaces are back filled for an orderly appearance.	Pictures of Pro Shop	
	Give yourself 5 points if your interior retail area is well lit at levels equal to retail industry lighting standards.	Pictures of Pro Shop	
	Give yourself 5 points if your retail cabinets are separately lighted (not just by ambient room lights).	Pictures of Pro Shop	
	<b>Total Points This Sub-section: 5 = _____ 3 = _____ Total = _____</b>		
<b>RESTROOMS</b>	Give yourself a 5 points if your range has modern indoor restroom facilities. Award yourself 3 points if your facility has restrooms that need improvement (the fixtures are old, wallpaper or paint is cracked and peeling, sinks have water stains, etc.). If you do not have restrooms, award 0 points.	Picture attached	
	Give yourself 5 points if you have separate men's and women's restrooms or multiple uni-sex restrooms. If you do not, 0 points.		
	Your restrooms are cleaned and restocked with the necessities at least twice a week, as otherwise needed and immediately before and after any special event.	Description	
	<b>Total Points This Sub-section: 5 = _____ 3 = _____ Total = _____</b>		
<b>OTHER AMMENITIES</b>	If you have a beverage vending machine or services that are well stocked, give yourself 5 points, otherwise 0.	Picture attached	
	If you have a snack vending machine or other food services, give yourself 5 points, otherwise 0.	Picture attached	
	If your range and buildings are handicap accessible, give yourself 5 points, otherwise 0.	Description	
	If you have an on-the-spot gun cleaning service, give yourself 5 points, otherwise 0.	Describe	
	If you have a certified graduate of a recognized gunsmithing school, give yourself 5 points, otherwise 0.	Describe	
	If your range has an indoor lounge where customers/members can relax and/or escape the weather, give yourself 5 points, otherwise 0.	Picture attached	
	If your indoor range (the actual ranges, not retail or office areas) are fully climate controlled, give yourself 5 points. If your range is partially climate controlled and/or your general weather conditions do not necessitate a need for such a system give yourself 3 points. If you do not have any climate control and your facilities are affected by weather and seasonal changes, award 0 points.	Describe	
	If you have meeting rooms or classrooms available for rent or use by other interested parties, give yourself 5 points, otherwise 0.	Describe	
<b>Total Points This Sub-section: 5 = _____ 3 = _____ Total = _____</b>			
<b>Total Points Section 4: Points: _____ / 80</b>			
<b>Total Points All Sections:</b>			
Section 1: _____ Section 2: _____ Section 3: _____ Section 4: _____			
Points: _____ / 660			

# HOW YOUR FACILITY RATES:

## THE AVERAGE SCORES WERE AS FOLLOWS:

Appearance \_\_\_\_\_ points                      Shooting Sports Development \_\_\_\_\_ points  
 Management \_\_\_\_\_ points                                              Amenities \_\_\_\_\_ points  
  
**TOTAL SCORE** \_\_\_\_\_ points

<b>Rating - Minimum Points Needed</b>	✓		✓
1 STAR RATING - Register with NSSF		2 STAR RATING - Register and Membership with NSSF	
3 STAR RATING - 70% - 462 Pts		4 STAR RATING - 80% - 528 Pts	
5 STAR RATING- 90% - 594 Pts			

## RATING REVIEW PROCESS

The review process will be spearheaded by NSSF's Manager of Shooting Promotions, Zach Snow, who will work with a review panel comprised of members of the NSSF Range Advisory Council (additional NSSF staff may also be asked to participate in a facility review as warranted). You will want to compile your evaluation responses into a formal submission packet so that NSSF's assessment can be completed in a way that leaves as few questions as possible from the review panel. This is one case where more information is better than less, for a detailed submission package can go a long way toward demonstrating your commitment to a higher star rating.

Once your self-evaluation and supporting documentation are complete, please contact Zach Snow at zsnow@nssf.org, telephone 203-426-1320 ext. 224, or mail your submission package to his attention at NSSF, 11 Mile Hill Rd, Newtown, CT 06470-2359. Please give the review panel at least 30 days to evaluate your application and its supporting documentation provided.

Name: (as you want it to appear on the certificate): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail: \_\_\_\_\_

# RANGE PROGRAM STAR RATING ASSESSMENT FOR INDOOR RANGE AND RETAIL BUSINESSES

Listed below are the items you must provide along with your completed application so that we may validate your given scores. Failure to supply this supporting information will prevent your range from becoming an NSSF 3-5 star-rated business.

## Supporting Documentation Checklist:

### APPEARANCE

#### Signage Pictures

- Exterior sign clearly visible from the road
- Storefront business information picture
- Range rules sign/s (include all and describe locations)
- Welcome sign
- Open sign
- Store hours of operation sign
- Thanks for Coming sign

#### Facility Exterior and Interior Pictures and Policies

- Building Exterior (at least four pictures)
- Windows (all)
- Grounds clean up policy
- Pictures of the walkways, curbs and firing line, plus your regular maintenance policy
- Landscaping pictures
- Parking lot lighting pictures (day and nighttime photos can both be provided)
- Building interior (at least four pictures)
- Lounge furniture
- Interior cleaning policy
- Wall artwork
- Driveway and parking lot
- Interior lighting
- Firing line and target area lighting

### MANAGEMENT

#### Corporate Technology Descriptions & URLs

- Point-of-sale (POS) system description
- Electronic bound book description
- Corporate email account for information description (provide email address)
- Corporate email addresses for all full-time employees
- Description of method used for sending and receiving documents electronically
- Phone number for personal greeting/voicemail and auto attendant service
- Website URL
- Electronic hold-harmless/liability waiver URL
- Description of business practices related to updating business website

#### Financial Awareness & Compliance Descriptions

- Description of formal accounting software or the professional accounting agency used to manage your business
- Description of how you use customer conversion data to improve periodic performance

- Description of how surveys were conducted, an example of the most recent survey and its analysis report
- Description of your ATF mock audit practices used in the last three years or, if you've been audited by the ATF in the last three years, tell us about the outcome
- Description of your OSHA mock audit practices in the last three years

#### Marketing & Advertising Descriptions, Examples and URLs

- Description of marketing personnel on staff or the agency you use and the services they provided for at least three-quarters of the year
- Outline of your marketing plan or the actual marketing plan for the current year
- Website URL routing us to the page that best describes your business
- PDF or picture of your comprehensive printed brochure
- Website URL(s) to the page(s) that include all range rules and fees
- Website and social media URLs to the pages that show hours of operation, property address and directions and any pages that present current special offers
- Description of one of the major sales campaigns occurring within the last year and the outside advertising channels used to promote the event
- List the local businesses where you have displayed brochures or other promotional materials over the last 12 months (no more than five)
- Description of e-blast campaign or newsletter communication efforts and a URL or PDF of the most recent e-blast or newsletter
- URLs reflecting you're maintaining online review site reviews of four stars or better and examples of how you address customer complaints on those sites
- Social media profiles showing your level of activity working to engage established customers and attract prospective ones

#### Staff Training Descriptions and Examples of Policies

- Description of the formal skills-development training seminar/s you require your senior staff to attend and an example of the most recent training seminar they've participated in
- Description and examples of industry-specific training seminars or non-industry training programs you and your staff

- have attended over the last three years (i.e. SHOT Show University, NSSF Retailer Seminars, 3point5 training, etc.)
- Description of outside business consultants used
- Description of formal training procedures for on-boarding all new employees, including orientation and classroom training
- Description of monthly mandatory staff meetings
- Description or the actual copy of your written procedures manual that's readily available to all employees and is updated every year
- Description of drug-awareness employee training
- Description of policy related to greeting and welcoming customers upon arrival and departure
- Description of staff training policy related to answering the phone
- Description of regular staff training and qualifications required in order for employees to carry exposed or concealed firearms while working
- Description of the required annual decision making and scenario training employees must go through in order to carry while working
- Description of how you monitor employees related to firearms retention practices and awareness
- Description or actual copy of your written firearms handling and carrying policy that explains what employees are allowed to do with their firearms while working
- Description of the staff training credentials your instructors have
- Description of your comprehensive on-the-job training program provided to employees/instructors who lack any formal training and that is provided by a formally trained instructor
- Description of the range safety officer component of your business and their credentials (i.e. full-time range master, chief range safety officer, range safety officers, etc.)
- Description or an actual copy of your written safety plan to include the regular staff training practice sessions
- Uniform Pictures and Description
- Picture of staff uniforms you provide
- Description of the cleaning services used for employee uniforms
- Picture of employee name tags or names embroidered on staff shirts

## Security & Safety Descriptions and Picture

- Description of background check practices for new hires
- Description or actual copy of your written emergency action plan for common emergencies
- Description of your range safety officer patrolling practices
- Description of your CCTV camera system that covers 90 percent of the facility (inside and outside)
- Description of your CCTV camera systems remote viewing and playback options
- Description of your backup video storage practices
- Description of your business practices related to having a CPR-certified employee onsite during hours of operation
- Picture of your automated external defibrillator (AED) and a copy of any document verifying that your business is maintaining the necessary certifications for this device
- Describe what your trauma kit includes and provide a picture of it

## Leadership Descriptions

- Describe how you review and update all your plans on an annual basis
- Description of your management staff team
- Description of your managers' educational backgrounds (whether college degree, professional certification or overall tenure in the range-retail or similar business management experience)

## SHOOTING SPORTS DEVELOPMENT

### Shooting Sports Development Descriptions and Pictures

- Pictures showcasing your inventory of rental guns
- Describe your business practices related to providing eye and ear protection to customers
- Describe the introductory programs you offer throughout the year
- Describe your instructors' credentials and the business practices related to this area
- Describe how your business approaches the training/instructor segment. If your business provides training/instructional classes, please list all the courses currently offered
- Pictures of the classroom and the audio and visual aids used
- Describe the new shooter/safety orientation procedure you provide for all new shooters and first-time customers

### Community Engagement Descriptions

- List the special events (no more than five) you hosted over the last 12

months that were open to the public, and provide examples of invitations or advertisements developed to promote these events

- List the league programs you held over the last 12 months (no more than five)
- List the non-profit groups or other entities you've allowed to use your range at a discounted rate or for free over the last 12 months (no more than five)
- List the charitable organizations your business has supported and the amount of money that has been donated to them over the last 12 months
- List the local civic groups that you (the owner) or your managers belong to and regularly participate in (no more than three groups)
- List the youth events held at your range over the last 12 months (no more than three)
- List the presentations that you or your staff have delivered to a local or national group or organization that contributed to shooting sports development (no more than three)

### Range Equipment & Practices Pictures and Descriptions

- Picture of your well-maintained, modern target retrieval systems
- Pictures of your range ventilation system and the HEPA filtration banks
- Picture of your HVAC's magnehelic pressure gauges or electronic air monitoring system used to ensure timely filter changes
- Description and a picture of monitoring practices related to your pressure gauges
- Description of your cleaning practices related to the floors of your ranges
- Picture of bathroom sinks or wash stations where you provide a cleaning product (such as Dlead soap) that rinses any lead off of your customers hands after shooting on the range

### Environmental Plans, Descriptions and Pictures

- Surface lead testing procedures plan
- Employee blood lead level testing procedures plan
- Lead mitigation procedures for staff and public
- Trap maintenance and mining procedures plan
- Injury prevention and wellness plan related to ranges, facilities and lead safety
- Hazardous material handling and storage plan
- Hazardous material disposal plan
- Description of your procedures related to regularly conducting lead surface tests in all employee and public spaces
- Specify which NSSF Lead Management & OSHA Compliance workshop you or another staff member participated in (specific location, or note participation in a webinar series)

- Description of how you maintain a laminar air flow of 50-75 feet per minute across the firing line and pictures showcasing the testing procedure (i.e. conducting smoke tests and measuring air velocity)
- Picture demonstrating that you have nothing behind the shooting stalls that would potentially disrupt the laminar airflow on your ranges.
- Describe the consultation services you've utilized to develop, review and test your systems and procedures to ensure compliance with EPA and OSHA

## AMENITIES

### Retail Store/Pro Shop Description and Pictures

- Describe what your store's inventory includes
- Pictures of your store highlighting how it's merchandised in a professional manner and how all products are clearly displayed and labeled
- Pictures of your store demonstrating that display cabinets/cases are well organized, shelf space is filled and empty spaces are back filled to present an orderly appearance
- Pictures of retail areas demonstrating the quality lighting used to ensure a warm and bright environment for customers
- Pictures of your separately lighted display cabinets/cases

### Restroom Pictures & Description

- Pictures showcasing your modernized restrooms (male and female and/or unisex restrooms)
- Describe your weekly procedures related to general bathroom facility upkeep and maintenance

### Other Amenities Pictures and Descriptions

- Picture of your beverage vending machine or similar offerings
- Picture of your snack vending machine or similar offerings
- Describe your businesses handicap accessibility amenities and include any pictures that demonstrate what you've done to accommodate those who are physically challenged
- Describe your on-the-spot cleaning services
- Describe your gunsmithing services and provide background on your gunsmith's schooling credentials
- Picture of the lounge area
- Describe your shooting range climate control system
- Describe the availability of classroom or meeting room use by outside parties and provide a couple examples of how other parties have used it



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# Decontamination of Community Building gun range to cost city thousands

Don Cole, left, watches his son, Dean Cole, both of Lawrence, take target practice Wednesday, Jan. 9, 2008 at the Douglas County Rifle/Pistol Club Range at the Community Building, 115 W. 11th St.

There is a room in the Lawrence Community Building that is closed off to the public — not even a ventilation system runs between it and the rest of the structure. Before the door is ever opened, a level of cleanup akin to that for asbestos and methamphetamine labs is needed.



wayfair

Shop Now

UP TO 70% OFF Everything Home

The advertisement features a large image of a hot tub on the left and two smaller images of home decor items on the right: a metal fire pit and a patterned throw pillow. The text 'wayfair' is in the top left, 'Shop Now' is in a button in the top right, and 'UP TO 70% OFF Everything Home' is at the bottom.

“The door is locked and nobody’s going in until we get it cleaned, so I think we’re safe and should be doing what we’re supposed to be doing,” said Ernie Shaw, interim director of the Lawrence Parks and Recreation Department.

For decades, the approximately 1,400 square-foot space housed a gun range that has left behind high levels of lead contamination. As patrons fired their weapons over the years, bits of lead from those bullets built up. A test found the presence of lead in some areas that was 17,000 times greater than what is considered safe by the U.S. Department of Housing and Urban Development, according to a report provided to the Journal-World by the Parks and Recreation Department.

The Community Building was constructed in 1940, and was originally designed to be an armory. Shaw said that, as far as he knew, the space in the basement had always been a shooting range.

The Douglas County Rifle & Pistol Club leased the space from the city and operated the gun range. In February, the *club was ordered to cease operations* after city leaders realized its location violated the federal Gun Free School Zones Act, enacted in 1990. Since then, the primarily concrete room in the basement of the Community Building, 115 W. 11th St., has been locked up.

### **Testing for lead contamination**

As the owner of the building, the city subsequently tested the area for lead contamination. The results of those tests showed that each of the four samples taken from the room — and one from the public stairway leading down to it — had excessive levels of lead contamination.

HUD guidelines state that lead levels above 40 micrograms per square foot are hazardous, and the five wipe samples taken from the floor within and right outside the room ranged from about 400 to 681,000 micrograms per square foot.

One of the reasons units for lead test are so small is because even low levels of lead are toxic if ingested. Lead is especially harmful for infants and children, and even low levels of lead in blood have been shown to affect IQ, ability to pay attention and academic achievement, according to the Centers for Disease Control. The effects of lead exposure cannot be corrected.

However, when the building was renovated — updates that included the

installation of a central heating and cooling system — the shooting range was not included. For that reason, Shaw said it kept the contamination mostly localized.

“It’s not connected to any ventilation systems or heating systems or anything like that — it just stands alone,” Shaw said. “So the recommendation was to shut it off, and before you start using it again it basically needs to be cleaned, probably professionally, since it has fairly high lead levels in it.”

### **Lead hazard in public areas**

The lowest result — which was still 10 times the limit — came from the one public area in the building that tested above the hazard level. The stairway to the basement where the gun range was located was found to have about 400 micrograms of lead per square foot, which is about 10 times the limit of 40 micrograms of lead per square foot.

Shaw hypothesized that most of that contamination could have happened after those with the club were told to vacate the space, and subsequently used the stairs when taking their equipment out of the building. However, Shaw said that a similar level of lead was likely to have regularly left the room while the range was in operation.

“When they’re shooting and down there and they’re coming and going, there has probably been for 40 years people tracking a little lead out into the hallways and stuff,” Shaw said. “There’s no doubt that that has been happening with that (level of) concentration.”

After the Parks and Recreation Department received the results of the lead test, officials were advised to do another test on the rest of the building, Shaw said. The results of that test came back this week and showed that samples taken from 11 areas throughout the building — including the community room, elevator, art room and gym — are all below the HUD hazard levels. All areas resulted in less than 10 micrograms per square foot.

“Unless it’s tracked out or actually gets in an air ventilation system, it usually doesn’t go very far,” Shaw said.

### **Cleanup**

The Parks and Recreation Department is currently accepting bids for decontamination services to clean the room, and Shaw said he expects it to cost thousands of dollars. He noted that any porous surface, including a sand pit and foam padding, will also need to be removed. Tests of the sand found it to contain as much as 310,000 micrograms of lead per square foot. The HUD limit for soil or sand samples is 400 parts per million.

Shaw said that Community Building staff were never in charge of cleaning the room. And Shaw, whose office was in the building for several years, wasn't sure what level of cleaning was done by the club, but that he understood that some who frequented the range monitored the lead levels in their blood. The number previously listed for the gun range is no longer in service.

Titan Environmental Services conducted the testing. The company's website focuses on testing and removal of lead-based paint, as well toxins such as asbestos and radon and those found in meth labs. Kyle Gunion, a project manager for TES, said that while a firing range isn't a contamination area they commonly work with, it was expected that some level of lead contamination would be present. Gunion said that once the space is decontaminated, they will retest to ensure it is safe.

"It'll be cleaned to where either the contaminants discovered are below an acceptable threshold or cleaned up entirely," Gunion said. "We'll know more when the clearance testing is done."

Money to decontaminate the room wasn't a budgeted expense, but Shaw said it will have to be accounted for this year.

"When things like this happen that you don't plan for, you figure out what isn't going to get done in order to do that this year," Shaw said. "So that's what we'll have to do, depending on what the bid comes in at."

Shaw said once the room is decontaminated, the Parks and Recreation Department plans to use the space, perhaps for an archery range, golf range or spin room for stationary bikes. But until test results confirm it has been decontaminated, the basement room is remaining sealed.

"We'll see, once we get it cleaned up, what we want to use it for," Shaw said.



## Lead exposure at firing ranges—a review

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## Abstract

### Background

Lead (Pb) is a toxic substance with well-known, multiple, long-term, adverse health outcomes. Shooting guns at firing ranges is an occupational necessity for security personnel, police officers, members of the military, and increasingly a recreational activity by the public. In the United States alone, an estimated 16,000–18,000 firing ranges exist. Discharge of Pb dust and gases is a consequence of shooting guns.

### Methods

The objectives of this study are to review the literature on blood lead levels (BLLs) and potential adverse health effects associated with the shooting population. The search terms “blood lead”, “lead poisoning”, “lead exposure”, “marksmen”, “firearms”, “shooting”, “guns”, “rifles” and “firing ranges” were used in the search engines Google Scholar, PubMed and Science Direct to identify studies that described BLLs in association with firearm use and health effects associated with shooting activities.

## Results

Thirty-six articles were reviewed that included BLLs from shooters at firing ranges. In 31 studies BLLs > 10 µg/dL were reported in some shooters, 18 studies reported BLLs > 20 µg/dL, 17 studies > 30 µg/d, and 15 studies BLLs > 40 µg/dL. The literature indicates that BLLs in shooters are associated with Pb aerosol discharge from guns and air Pb at firing ranges, number of bullets discharged, and the caliber of weapon fired.

## Conclusions

Shooting at firing ranges results in the discharge of Pb dust, elevated BLLs, and exposures that are associated with a variety of adverse health outcomes. Women and children are among recreational shooters at special risk and they do not receive the same health protections as occupational users of firing ranges. Nearly all BLL measurements compiled in the reviewed studies exceed the current reference level of 5 µg/dL recommended by the U.S. Centers for Disease Control and Prevention/National Institute of Occupational Safety and Health (CDC/NIOSH). Thus firing ranges, regardless of type and user classification, currently constitute a significant and unmanaged public health problem. Prevention includes clothing changed after shooting, behavioural modifications such as banning of smoking and eating at firing ranges, improved ventilation systems and oversight of indoor ranges, and development of airflow systems at outdoor ranges. Eliminating lead dust risk at firing ranges requires primary prevention and using lead-free primers and lead-free bullets.

## Electronic supplementary material

The online version of this article (doi:10.1186/s12940-017-0246-0) contains supplementary material, which is available to authorized users.

**Keywords:** Blood, Lead, Poisoning, Shooting, Range, Firearms, Health, Effects, Expert shooter, Guns

## Background

Most attention in the area of human health and guns has been rightly placed on shooting injuries and deaths [1]. However, decades of evidence indicate that substantial health risks are incurred by the shooters themselves in the form of lead exposure and subsequent poisoning. Indeed, as pointed out as early as 1994 by Ozonoff, based on high blood lead levels (BLLs) of shooters, "...firing ranges comprise one of the largest unregulated sources of occupational or para-occupational lead exposure for adults. The perils of firearms exist at both ends of the barrel." [2]. The past two decades have brought substantial improvements in firing range environmental oversight as well as analytical capabilities to detect lead in humans, but literature evidence indicates that we fall far short of human health safety criteria in firing ranges of all types, and among occupational and recreational shooters. This review fills a gap in the literature by compiling data from a broad range of recent studies of firing range users, employees, and their families, including indoor and outdoor ranges, in an attempt to document and clarify risks by firing range use, setting, and shooting behaviour. The emphasis of this review is on BLLs of shooters as a marker for adverse health effects among members of the shooting population.

## Shooting statistics

In the United States alone an estimated 16,000–18,000 indoor firing ranges exist which employ tens of thousands of employees [3]. An estimated 1 million law enforcement officers train at indoor firing ranges [3]. In 2011 there were approximately 270 million civilian-owned firearms owners in the US and in 2007 there were approximately 650 million civilian-owned weapons globally [4] and 200

million firearms owned by nation states worldwide [5]. In the United States approximately 20 million citizens practice target shooting as a leisure activity [6]. The National Sport Shooting Foundation (NSSF) [7] stated that in 2011 in the United States there were 13,049,050 handgun shooters, 13,170,417 rifle shooters, 9,713,033 shotgun shooters, and 3,730,567 muzzleloader shooters who participated in 156,790,412 handgun shooting days, 146,652,398 rifle shooting days, 113,866,661 shotgun shooting days and 29,042,237 muzzleloader shooting days. The global statistics regarding the number of firing ranges and shooting prevalence are not available, but it is likely there are a very large number of shooters at firing ranges. The United States Geological Survey (USGS) [8] calculated that in 2012 about 60,100 metric tonnes of lead were used in ammunition and bullets in the United States. Given that the dominant metal in bullets is lead, there are a large number of people globally who are exposed to lead from shooting at firing ranges.

### Source of exposure from shooting lead bullets

There are several sources of potential lead exposure from shooting guns and firing ranges. Most bullet projectiles are made from lead, but a large amount of lead is also present in the primer, composed of approximately 35% lead styphnate and lead peroxide (and also contains barium and antimony compounds), that ignites in a firearm barrel to provide the propulsion for the projectile [9–13]. A portion of the lead bullet disintegrates into fine fragments while passing through the gun due to misalignments of the gun barrel [9]. The lead particles, along with dust and fumes originating from the lead primer and the bullet fragments are ejected at high pressures (18,000–20,000 psi; 124–128 mpa) from the gun barrel, a large proportion of which occurs at right angles to the direction of fire in close proximity to the shooter [9]. The shooter can inhale fine Pb particulates (mainly from the primer) which constitutes the proximal exposure pathway. Fine and coarse particulates from both the primer and bullet fragments also attach to the shooters hands, clothing, and other surfaces, and can be inadvertently ingested, providing another lead exposure pathway [14, 15]. When changing targets at outdoor firing ranges shooters can be exposed to lead that has accumulated in soil dust. Additionally, the shooters can then bring these particulates back to their home and expose their families as with other lead occupational hazards.

Firing range personnel are employed by the shooting galleries, and thus also receive proximal lead exposure. They are also charged with cleaning the ranges and removing lead particulates on floors, targets, and the ventilation systems (for indoor ranges). Furthermore, they work at firing ranges for extended hours during the working week, compounding potential lead exposure.

Finally, although not the focus of this review, there are environmental impacts arising from firing ranges. Emissions in firing ranges result in the accumulation of elevated lead concentrations in surface soils [16–18]. This is concerning because lead particles do not naturally biodegrade in soil as do some contaminants such as hydrocarbons. The half-life of lead in surface soil has been estimated as approximately 700 years [19]. Therefore, if not remediated following closure, lead contaminated surface soils at firing ranges could result in lead exposures for hundreds of years. Dust from lead contaminated soil can be resuspended into the atmosphere and transported from a firing range whether outdoor or indoor [20, 21]. Lead in soils and dusts at firing ranges are highly bioavailable [22]. Lead in soil could weather/oxidize and migrate down-gradient to underlying groundwater beyond the firing range boundaries [23]. The low solubility of lead in natural water (i.e., not mining related), however, limits off-site aquatic transport. The factors most likely to affect the amount of lead carried by the groundwater in solution are pH, depth to groundwater, soil chemistry, soil type and annual precipitation [24]. Soil-derived sediment discharged during rain events from lead contaminated firing range soils has the potential to migrate to surrounding properties and into waterways through runoff or storm drains.

Wildlife [25–27], biota [28] and humans can be exposed to lead contaminated soils, sediments and airborne particulates near firing ranges. Bellinger et al. (2013) [29] provided a consensus statement about the health risks arising from lead-based ammunition in the environment.

## Health outcomes associated with blood lead levels (BLLs)

In 2012, The United States National Toxicology Program (NTP) published evidence regarding health effects associated with BLL exposure in adults and children [30]. For adult men and women there is “sufficient evidence” that BLLs <10 µg/dL are associated with essential tremor, hypertension, cardiovascular-related mortality and electrocardiography abnormalities, and decreased kidney glomerular filtration rate. For women there is “sufficient evidence” that BLLs <5 µg/dL are associated with reduced foetal growth. For adult men and women there is “limited evidence” that BLLs <10 µg/dL were associated with psychiatric effects, decreased hearing and cognitive function, incidence of amyotrophic lateral sclerosis, and increased spontaneous abortion in women. For adults there is “limited evidence” that BLLs <5 µg/dL were associated with incidence of essential tremor. For children with BLLs <5 µg/dL there is “sufficient evidence” of decreased academic achievement, intelligence quotient (IQ), specific cognitive measures, increased attention related behaviours, delayed puberty and reduced postnatal growth. For children with blood lead levels < 10 µg/dL there is “sufficient evidence” of decreased hearing. For children with BLLs < 5 µg/dL there is “limited evidence” of an association of decreased kidney glomerular filtration rate, and delayed puberty. For prenatal exposure with BLLs < 5 µg/dL there is “limited evidence” of decreases in measures of cognitive function. For prenatal lead exposure < 10 µg/dL there is “limited evidence” of decreased IQ, increased incidence of attention-related and problem behaviors and decreased hearing. For adult men and women there is “limited evidence” that BLLs between 15 and 20 µg/dL are associated with adverse sperm parameters and increased time to pregnancy in women. There is “limited evidence” that BLLs ≥10 µg/dL are associated with decreased fertility. There is “limited evidence” that spontaneous abortion occurs in female partners of men with BLLs ≥ 31 µg/dL. However, modern exposures are orders of magnitude larger than early hominids [31] with pre-industrial blood lead levels in humans estimated at 0.016 µg/dL [32]. Bellinger (2011) [33] noted that adverse health effects are continually being associated with decreasing exposures.

## Methodology

The search engines Google Scholar, Pubmed and Science Direct were accessed for studies that provided information about BLLs associated with firearms using the search terms “blood lead”, “lead poisoning”, “lead exposure”, “marksmen”, “firearms”, “shooting”, “guns”, “rifle” and “firing ranges”. The literature regarding the health effects specifically associated with shooting lead bullets at firing ranges was also reviewed. Studies that reported BLLs associated with shooters at firing ranges were compiled into Table 1.

Table 1

Blood Lead Levels Observed Following Shooting Firearms at Shooting ranges

[Open in a separate window](#)

The search identified 36 articles originating from 15 countries around the world published between 1975 and 2016 that included BLLs of shooters. Over half of the reports were from the U.S. The articles describe BLLs of law enforcement personnel, high school shooting coaches, and family members ranging from as young as 1-year-old to adult men and women.

### Summary of blood lead levels reported

Data from collected studies reveals the widespread occurrence of BLL by occupational and recreational shooters. The vast majority of these articles reported at least one BLL that exceeded 10 µg/dL. About half of the studies further reported BLLs exceeding 20 µg/dL (18 articles), exceeding 30 µg/dL (17), and even exceeding > 40 µg/dL (15). Indeed, all 36 of the articles indicated BLLs of shooters exceeded 2 µg/dL. Considering that the geometric mean BLL of the U.S. adult population in 2009–2010 was 1.2 µg/dL [34], the BLLs among shooters provide stark evidence of significant exposure, particularly to recreational shooters who do not typically self-screen for BLL. Several key characteristics about BLLs and exposure variables arising from shooting are gleaned from the literature.

### Baseline and post-shooting blood lead level relationships

Several studies focused on before-after comparisons of shooters, particularly shooters in military and police occupations, and found marked increases in BLL resulting from firing range activities. Tripathi et al. (1989) [9] measured BLLs in police cadets before, and 1, 2 and 5 days after starting shooting practice, and 69 days after the start of shooting. At 69 days after the start of shooting, the BLLs of the cadets remained above baseline levels prior to shooting. Rocha et al. (2014) [35] conducted a study of BLLs of police cadets before a shooting course and 3 days after the cessation of the shooting course. The mean BLL of cadets increased from 3.3 µg/dL (95% CI = 3.0–3.6 µg/dL) before the course to 18.4 µg/dL (95% CI 16–21 µg/dL) 3 days after completion of the course. In all cases the BLL increased significantly after the course ( $p < 0.001$ ). Within 3 days, the BLLs of the course instructors increased from 3.6 µg/dL to 22.1 µg/dL in one case and from 7.7 µg/dL to 18.3 µg/dL in another. Fischbein et al. (1979) [36] conducted a study of 23 firearms instructors and reported that the BLLs increased measurably after firearms training. Vivante et al. (2008) [37] reported a statistically significant ( $p < 0.001$ ) increase in BLLs of 29 Israeli soldiers from a baseline of  $10.3 \pm 2.0$  µg/dL to  $18.9 \pm 3.6$  µg/dL six weeks after training.

### Decline in blood lead levels after shooting events

Several studies provide insight into the decline in BLLs following shooting events. Goldberg et al. (1991) [38] observed that average BLLs in 7 firing range instructors decreased from 45 µg/dL to 31 µg/dL 6 months after a training event. George et al. (1993) [39] observed that average BLLs in 52 small bore rifle recreational shooters declined from 54.7 µg/dL at the end of the indoor season to 33.1 µg/dL in 37 of the shooters by the preseason of the following year. Smart et al. (1994) [40] observed that average BLLs of 20 howitzer operators declined from 20.1 µg/dL to 11.9 µg/dL in 12 operators 8 weeks after ending the firing exercise. Tripathi et al. (1989) [9] observed that BLLs of 7 outdoor firing range police cadets had a baseline average of 6 µg/dL prior to commencing shooting training and an average BLL of 15 µg/dL at the end of training 5 days later. At follow up 69 days after training, the average BLL was 9 µg/dL. Thus, the results indicate that BLLs following shooting events can remain elevated for a considerable time after cessation of shooting, especially for participants with higher BLLs.

Association between blood lead levels and bullets fired, caliber of weapon, copper jacketed or unjacketed bullets and air lead levels

Several characteristics such as shooting frequency, caliber of the gun, type of bullet, and air lead at firing ranges have been studied. Each of these variables relate to BLLs and can also be associated with environmental issues at firing ranges.

#### BLLs and frequency of shooting activity

Most studies reviewed indicate a strong positive correlation between the use frequency of shooters at firing ranges and their BLLs. Madrid et al. (2016) [41] reported that BLLs were higher ( $p < 0.001$ ) in individuals who participated in greater than 12 shooting practice sessions per year ( $8.3 \pm 2.4 \mu\text{g/dL}$ ) compared with controls who shot less than 12 times per year ( $5.2 \pm 2.5 \mu\text{g/dL}$ ). Tripathi et al. (1989) [9] observed a positive association between the total number of rounds fired and BLLs ( $r = 0.84$ ;  $p < 0.02$ ) and personal-breathing-zone air lead levels ( $r = 0.92$ ;  $p < 0.001$ ). Air lead levels were also correlated with BLLs ( $r = 0.85$ ;  $p < 0.02$ ). Asa-Mäkitaipale et al. (2009) [42] reported a correlation between BLLs and bullets fired during the last month ( $r = 0.71$ ;  $p = 0.001$ ) and the past year ( $r = 0.55$ ;  $p = 0.012$ ). Betancourt (2012) [43] observed a linear relationship between air lead exposure and total number of rounds fired by caliber of weapon used.

#### Blood lead and gun caliber

Relationships between BLL and caliber of firearms have also been described. Demmeler et al. (2009) [44] observed that the larger the caliber of the weapon, the higher the shooters BLL. The following median BLLs were reported: airguns –  $3.3 \mu\text{g/dL}$  (range  $1.8\text{--}12.7 \mu\text{g/dL}$ ); 0.22 caliber weapons –  $8.7 \mu\text{g/dL}$  (range  $1.4\text{--}17.2 \mu\text{g/dL}$ ); 0.22 caliber and large caliber handguns (9 mm or larger) –  $10.7 \mu\text{g/dL}$  (range  $2.7\text{--}37.5 \mu\text{g/dL}$ ); and large caliber handguns –  $10.0 \mu\text{g/dL}$  (range  $2.8\text{--}32.6 \mu\text{g/dL}$ ). Demmeler et al. [44] also reported that shooters belonging to the International Practical Shooting Confederation (IPSC) had the highest median BLL of  $19.2 \mu\text{g/dL}$ . Additionally, studies indicated a positive correlation between cumulative air lead exposure in firing ranges and BLL of shooters [40, 45].

#### BLLs and copper jacketed vs. unjacketed bullets

Tripathi et al. (1991) [46] compared the BLLs in firearm instructors using copper jacketed and non-jacketed bullets. One shooting instructor exhibited BLLs of  $24.0 \mu\text{g/dL}$  and  $22.0 \mu\text{g/dL}$  using non-jacketed bullets and copper-jacketed bullets, respectively. A second instructor exhibited BLLs of  $14.1 \mu\text{g/dL}$  and  $13.0 \mu\text{g/dL}$  using non-jacketed bullets and copper-jacketed bullets, respectively.

#### BLLs and air lead

Elevated BLLs especially arising from indoor firing ranges are the result of the greater absorption of lead from inhalation compared with ingestion and dermal absorption. For example, the amount of absorption of ingested lead by adults under non-fasting conditions ranges from 3 to 10% and in young children from 40 to 50% whereas inhaled lead lodging deep in the respiratory tract seems to be absorbed equally and totally, regardless of chemical form [47]. As shooting involves generation of extremely fine particles and gases, the high rate of absorption logically results in elevated BLLs. Outdoor ranges, presumably well-ventilated by natural flow and large air volumes, do not necessarily prevent lead exposure from shooting activities. The following sections discuss the implications of the results.

The results in Table 1 must be evaluated in the context of BLL recommendations, special need populations, air lead measured at firing ranges, and prevention. The use of ventilation to manage exposure at firing ranges and prevent lead exposure of shooters is appraised.

### Blood lead level recommendations from public and occupational health communities

Several United States (US) governmental agencies have developed recommendations regarding BLLs. The Centers for Disease Control and Prevention (CDC) makes health recommendations to protect public health whereas the National Institute for Occupational Safety and Health (NIOSH) and the Occupational Safety and Health Administration (OSHA) focus on worker health. The trend for BLL recommendations has been declining over several decades since regulations were first established.

#### CDC and NIOSH

The CDC [34] makes the following statement regarding recommended BLLs in adults:

*“In 2015, NIOSH designated 5 µg/dL (five micrograms per deciliter) of whole blood, in a venous blood sample, as the reference blood lead level for adults. An elevated BLL is defined as a BLL ≥5 µg/dL. This case definition is used by the ABLES program, the Council of State and Territorial Epidemiologists (CSTE), and CDC’s National Notifiable Diseases Surveillance System (NNDSS). Previously (i.e. from 2009 until November 2015), the case definition for an elevated BLL was a BLL ≥10 µg/dL. The U.S. Department of Health and Human Services recommends that BLLs among all adults be reduced to <10 µg/dL. The U.S. Occupational Safety and Health Administration (OSHA) Lead Standards require workers to be removed from lead exposure when BLLs are equal or greater than 50 µg/dL (construction industry) or 60 µg/dL (general industry) and allow workers to return to work when the BLL is below 40 µg/dL....*

*OSHA Lead Standards give the examining physician broad flexibility to tailor special protective procedures to the needs of individual employees. Therefore, the most current guidelines for management of lead-exposed adults should be implemented by the medical community at the current CDC/NIOSH reference BLL of 5 µg/dL. Recommendations for medical management are available from the Association of Occupational and Environmental Clinics, California Department of Public Health, and the Council of State and Territorial Epidemiologist (CSTE) Occupational Health Surveillance Subcommittee.”*

#### Council of state and territorial epidemiologists (CSTE)

The CSTE is an organization of member states and territories representing public health epidemiologists in the United States. The CSTE [48] makes the following recommendations actions for various blood lead levels in adults (Table 2):

## Table 2

### Council of State and Territorial Epidemiologists Management Recommendations for Adult Blood Lead Levels

[Open in a separate window](#)

Ideally, recommendation triggering immediate cessation of exposure at shooting ranges should not be based on a single blood lead level measurement. The duration of an elevated BLL over multiple BLL measurements should determine the nature of the intervention. Current public health recommendations call first for education and attention to risk factors that can mitigate future exposures.

Occupational health and safety administration (OSHA) and the new science-based recommendations

For occupational shooters and firing range workers, the U.S. OSHA Lead Standards require general industry workers to be removed from lead exposure when BLLs are equal or greater than 60 µg/dL, and allows them to return to work when their BLL is below 40 µg/dL [34]. Based on the recommended BLLs by the CDC/NIOSH [34], the CSTE [48] and the comprehensive compilation of health effects of low level lead exposure by the NTP [30], the OSHA regulation that allows workers to return to work with BLLs greater than 40 µg/dL seems nonsensical as a health risk avoidance guideline, and should be lowered in line with the Council of State and Territorial Epidemiologists (CSTE) recommendations, as shown in [Council of state and territorial epidemiologists \(CSTE\)](#).

#### Special needs of women and children

Lead exposure of women and children have special characteristics that must be taken into account. The needs relate to the effect of lead on future generations. For women the needs are related to the effect of lead on the developing fetus and post-natal exposure associated with breast-feeding. For children the special needs for low exposure are related to the extraordinary sensitivity of the developing organs of children. These concerns indicate the need for a margin of safety.

#### The special lead risks of women

The risk to women exposed to lead at firing ranges is of particular concern because, once absorbed, a proportion of the lead is deposited in the skeleton and more than 90% of lead in adults is stored in their bones. Bone storage takes place because due to their similar ionic radius and charge lead is substituted for calcium. Furthermore, when a woman becomes pregnant the fetus requires calcium and, depending on the dietary intakes, a proportion of calcium is derived from remodelling of the bones. Skeletal lead stores are released from the remodelling exposing the fetus during critical development windows [49–51]. Even modestly elevated BLL's have been associated with serious neurological disorders such as autism [52]. Lead released from a woman's bones during pregnancy is associated with foetal developmental problems [53]. Another consideration for female shooters is that when their BLL becomes elevated, they can pass the lead on to their children through breast milk [54, 55]. Given the known lead contamination at firing ranges, intending-to- conceive, pregnant women, and nursing mothers should curtail exposure from shooting activities (employed in the security, military and police, and recreational shooters) and observe precautionary prevention.

The CDC (2005) [56] reported that children (aged 7-18) shooting bullets at multiple firing ranges in Alaska exhibited highly elevated BLLs (see Table 1). Shannon (1999) [57] reported that children (aged 14–16) who were competitive marksmen exhibited an average BLL of 21.3  $\mu\text{g}/\text{dL}$  (range 18–28  $\mu\text{g}/\text{dL}$ ). Blood lead levels observed in children from shooting activities are within the range known to cause long-term detrimental health effects [30]. Exposure of young females to lead is of particular concern because it is stored in their bones and can then be transferred to their developing fetus many years later when they become pregnant [49–51].

#### Health-related lead issues and law enforcement personnel

Law enforcement includes a number of services to protect and ensure the safety of citizens and the community. The public requires law enforcement personnel to be “calm, cool and collected” when in service conducting their duties. However, the adverse health effects, especially on the nervous system that are associated with elevated BLLs arising from firearm use are inconsistent with these ideals.

#### Air lead levels at firing ranges

The OSHA 8-h air lead time weighted average (TWA) action level is 30  $\mu\text{g}/\text{m}^3$  and the OSHA permissible exposure limit (PEL) is 50  $\mu\text{g}/\text{m}^3$  [58]. The California Department of Public Health Occupational Lead Poisoning Prevention Program (CDPH-OLPPP) recommended 8 h TWA PEL is 0.5 to 2.1  $\mu\text{g}/\text{m}^3$  [59]. Based on this guideline, the CDPH-OLPPP states “*At a PEL of 0.5  $\mu\text{g}/\text{m}^3$ , 95% of workers would have a BLL less than 5  $\mu\text{g}/\text{dL}$  over a 40 year working lifetime. At a PEL of 2.1  $\mu\text{g}/\text{m}^3$ , 95% of workers would have a BLL less than 10  $\mu\text{g}/\text{dL}$  and 57% would have a BLL less than 5  $\mu\text{g}/\text{dL}$  over their working lifetime.*” Wang et al. (2016) [60] conducted a review of studies of airborne lead concentrations and possible exposure at firing ranges (Additional file 1). Wang et al. [60] found that the OSHA 8 h TWA PEL is exceeded in many studies, and even more noteworthy, the California PEL is exceeded in *all* of the studies. It must be noted that the recommended PEL and action levels are not the only paths to controlling lead exposures.

#### Biomonitoring and primary prevention

Kosnett et al. (2007) [61] recommend that: “*individuals be removed from occupational lead exposure if a single blood lead concentration exceeds 30 microg/dL or if two successive blood lead concentrations measured over a 4-week interval are  $>$  or  $=$  20 microg/dL. Removal of individuals from lead exposure should be considered to avoid long-term risk to health if exposure control measures over an extended period do not decrease blood lead concentrations to  $<$  10 microg/dL or if selected medical conditions exist that would increase the risk of continued exposure.*” A more conservative approach are the recommendations by CSTE in Council of state and territorial epidemiologists (CSTE). A critical issue is that biomonitoring is not primary prevention. Biomonitoring only assesses the degree of exposure and potential health damage after exposure has taken place. Primary prevention requires curtailing lead exposure and maintenance of air quality. Several steps have been proposed above to minimize lead exposure. Recommendations to prevent occupational lead poisoning by shooters are provided by U.S. Government [62]. The recommendations appear as topics in school rifle team programs [63].

One of the challenges in a biomonitoring program is the frequency which shooters should have their BLLs monitored. The Australian organisation Safe Work Australia has recently carefully made recommendations for multiple scenarios of blood lead testing frequency for workers exposed to lead in the work place [64]. Similar BLL testing frequency recommendations could be adopted for shooters

exposed to lead in occupational settings such as law enforcement, military, security and shooting range workers. Recreational shooters that shoot frequently could voluntarily use these blood lead testing frequency recommendations as a guide if they wanted to protect their health.

#### Potential health risks from 'take home lead'

In contrast to occupational environments where work clothes should not be taken home, lead dust can adhere to shooters clothes and potentially contaminate vehicles and homes. The CDC (1996) [65] measured carpet dust lead concentrations in FBI student dormitory rooms and in 14 non-student dormitory rooms at a firing range and training facility. They observed that student dormitory rooms had significantly higher lead levels than non-student dormitory rooms, suggesting that the FBI students were contaminating their living quarters with lead. 'Take home lead' has been described mostly for occupational settings [66–68] but given the fine particle nature and lead concentrations of dust associated with shooting, the 'take home lead' pathway of exposure from shooting must be recognized and curtailed.

#### Prevention of lead aerosols with ventilation improvements

The air lead table from Wang et al. 2016 [60] (Additional file 1) and the National Research Council [69] are the only compilations of air Pb levels at shooting ranges that were identified. Wang et al. do not discuss the ventilation practices in the various studies that may account for lower air lead levels. A 1975 NIOSH study found that at all 9 ranges studied, the air lead guideline was exceeded at the time ( $200 \mu\text{g}/\text{m}^3$ ) [70]. A 2009 NIOSH review describes a case study on air lead exposure of law enforcement trainees and reports that the mean airborne lead concentration of  $>2000 \mu\text{g}/\text{m}^3$  was reduced by 94–97% to  $60\text{--}120 \mu\text{g}/\text{m}^3$  but this was still above the OSHA PEL of  $50 \mu\text{g}/\text{m}^3$ . Commercial ventilation companies claim they can meet guidelines (i.e. Camfil air filters) but no published studies supporting this achievement at firing ranges were located.

There is a "lack of evidence" gap in the literature demonstrating that ventilation systems can maintain air lead levels at indoor ranges below the current OSHA ( $50 \mu\text{g}/\text{m}^3$ ) or California ( $0.5\text{--}2.2 \mu\text{g}/\text{m}^3$ ) guideline. The literature gap raises questions about whether or not the guidelines can actually be achieved, especially the California guideline. Further, as discussed in Special needs of women and children, meeting the guideline does not necessarily provide a margin of safety from lead exposure.

#### Primary prevention requires eliminating lead in primers and bullets

Lead from projectile primers is a significant proximal source of lead exposure and uptake. The development of primers is described by Brede et al. [71]. During the 19<sup>th</sup> century primers were composed of mercury fulminate; however, the mercury fulminate was found to be too toxic to shooters. In the early 20<sup>th</sup> Century, Dynamit Nobel developed the primer SINOXID which was formulated with lead and became a universal primer. By "...the 1960s exposure of shooters and firing range supervisors to lead reached intolerably high levels, as evidenced by the elevated blood lead values [71]." Dynamit Nobel developed SINTOX, a Pb-free (as well as Sb and Ba free) primer [71]. However, the results of some tests of the lead-free primers have proven disappointing, with significant variations in ignition timing, peak blast pressure, higher barrel frictions, and reliability in different climate conditions, compared with their lead-based equivalents [72]. The performance of lead-free primers are being tested by the U.S. Department of Defense (DoD) and North Atlantic Treaty Organisation (NATO) to reduce exposure of personnel to known lead sources [73].

Despite the critical observations, there is lead-free ammunition on the market. SINTOX is NATO approved and outlets for lead-free ammunition are available [74, 75]. Some states are taking the issue seriously and require lead-free (or non-toxic “NT”) ammunition at firing ranges [76]. Widespread acceptance of the need to replace lead must take place, and until this happens one of the most significant health risks to shooters will remain lead-rich primers.

“Green bullets” have also been proposed as a preventative measure that could minimize lead exposure to participants and the environment. These bullets consist of copper rather than lead bullets. Bismuth has been proposed as a substitute for lead bullets but its environmental health impacts are poorly understood [77]. It is clear that firing lead-free bullets results in dramatic decreases in airborne lead exposures at firing ranges [78]. The use of copper-jacketed lead bullets does not appear to be a solution to a reduction in lead exposure because it results in only minor reductions in BLLs (see Tripathi et al. (1991, Table 1) [46]. The United States Department of Defence (DoD) is aware of the health threat posed by lead exposure from small arms [69] and efforts are underway to test and replace lead in both primer and bullets [73, 79].

Table 1 provides evidence-based information about the BLL sensitivity of shooters to lead dust at firing ranges. The major gap in preventing risk of lead exposure at firing ranges are the fundamental lead-bearing materials used for the explosive power and bullet projectiles. Primary prevention requires eliminating all lead materials in primers and bullets in order to end the dispersal of lead dust at firing ranges.

## Conclusions

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Shooting lead bullets at firing ranges results in elevated BLLs at concentrations that are associated with a variety of adverse health outcomes and the topic of health risk is an ongoing topic of study. Of major concern is the number of women and children among recreational shooters, who are not afforded similar health protections as occupational users of firing ranges. Nearly all BLL measurements compiled in the reviewed studies exceed the level of 5 µg/dL recommended by the U.S. CDC/NIOSH, and thus firing ranges, regardless of type and user classification, constitute a significant and currently largely unmanaged public health concern. Primary prevention of this risk requires development of lead-free primers and projectile bullets. Prevention includes better oversight of ventilation systems in indoor ranges and development of airflow systems at outdoor ranges, protective clothing that is changed after shooting, and cessation of smoking and eating at firing ranges. The mismatch between what is recommended for individuals by the U.S. CDC is in stark contrast to the allowable levels for occupational exposure, and there are no real systematic biomonitoring programs for firing range users to measure cumulative health effects caused by persistent low and even high-level lead exposure. Recreational shooters and the general public are provided no legal protections from lead exposures at firing ranges. In conclusion, while the past two decades have brought substantial improvements in analytical capabilities to detect lead in humans the literature evidence indicates that we fall far short of human health safety criteria in firing ranges of all types, and among occupational and recreational shooters.

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## Availability of data and material

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## Authors' contributions

ML conducted the initial literature review and wrote the first draft. HM, GF, BG, and AB reviewed and edited the subsequent drafts of the manuscript. All authors read and approved the final manuscript.

## Competing interests

The authors declare they have no actual or potential competing financial interests.

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## Ethics approval and consent to participate

Not Applicable.

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## Abbreviations

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ABLES	Adult blood lead and epidemiology surveillance
BLLs	Blood lead levels
CDC	Centers for disease control and prevention
CDPH-OLPPP	California department of public health occupational lead poisoning prevention program
CSTE	Council of state and territorial epidemiologists
DOD	Department of defence
IPSC	International practical shooting confederation
IQ	Intelligence quotient
NATO	North atlantic treaty organisation
NIOSH	National institute for occupational safety and health
NNDSS	National notifiable diseases surveillance system
NSSF	National sports shooting foundation
NT	Non-toxic
NTP	National toxicology program
OSHA	Occupational safety and health administration
Pb	Lead
PEL	Permissible exposure level
US	United States
USGS	United States geological survey

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#### Additional file

[Additional file 1:](#) (20K, docx)

Summary of Studies on Airborne Lead Exposure and Concentration from Shooting Activities, by Chronological Orders (modified from Wang et al., 2016). (DOCX 19 kb)

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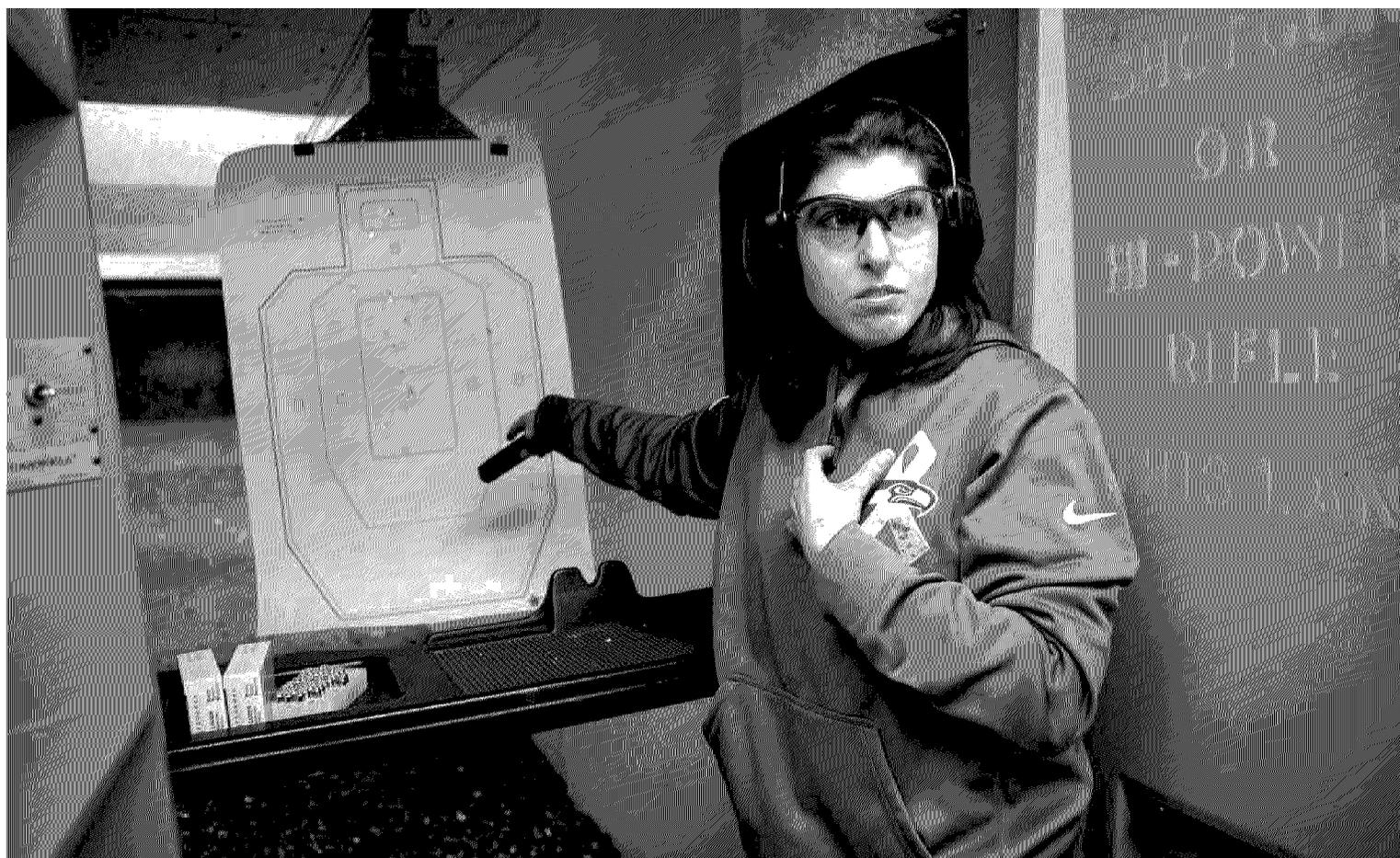
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A SEATTLE TIMES INVESTIGATION

# *Lead endangers officers*

Police agencies across the country have put their officers in harm's way by using lead-polluted shooting ranges and by not educating them about safe practices.



LINDSEY WASSON / THE SEATTLE TIMES

Amy Crawford was one of five Kirkland officers overexposed to lead in 2007 while training at the Issaquah police range, where the ventilation wasn't working. "You literally couldn't see one arm's length in front of you," she said. Here she shoots at an Everett range.

**I**t was one of the most important weeks in Amy Crawford's law-enforcement career.

Like tens of thousands of other police officers, Crawford had to become an expert at shooting a gun. Her job as a Kirkland corrections officer — and even her life — depended on it.

On her fifth day of training at Issaquah's indoor police shooting range, she passed the firearms tests. But she felt sick and had no idea why.

Like so many other officers across the country, Crawford had gotten lead poisoning from shooting in an unsafe gun range.

The Seattle Times' ongoing investigation "Loaded with Lead" has found that city, county and federal police agencies across the country have put their officers in harm's way by failing to clean their indoor ranges, replace dilapidated ventilation and educate their employees about the risks of lead.

In hazy, dirty gun ranges, officers fired lead-based ammunition, unknowingly spreading lead vapor and dust, which they then inhaled, ingested or absorbed through skin contact.

In Largo, Fla., a range master at the police shooting range says lead exposure caused his teeth to fall out and he now suffers from neuropathy. In Londonderry, N.H., a 35-year-old police sergeant died of lead poisoning just days after training his fellow officers at a private indoor-gun range.

Cases like these have spanned decades, despite a litany of reports and warnings about the dangers of lead in police gun ranges.

In the Seattle area, Issaquah, Kirkland and Bellevue police departments have

violated workplace-safety laws about lead, all saying they were unaware of some of the rules. Even so, the state had warned Issaquah about lead problems in the past. As of this month, the city still hasn't fixed the ventilation.

Lead contamination at police-operated ranges has gone unchecked for years because federal and state regulators rarely scrutinize them, The Times has found. Inspectors usually only show up after someone files a complaint, or after it's too late — when a blood test shows an employee already has lead poisoning.

“It was totally preventable,” Crawford, 40, said about her lead-poisoning case and others she's heard about. “That's the worst part of all.”

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## Law enforcement's long history with lead

For more than a half-century, studies showed officers were overexposed and even poisoned by lead contamination at law-enforcement gun ranges. Despite these cases and overwhelming evidence of the dangers of lead, police departments have continued to put officers in harm's way.

### **1962 — Michigan**

Michigan Department of Health alerts the public that indoor ranges can be a health hazard, stating “many lead poisoning cases have been reported among police and range personnel traceable to improper range ventilation.”

### **1973 — Kansas**

Two Kansas City police officers suffered severe lead poisoning after working several months at the indoor-gun range in the basement of City Hall. Both retired on disability because of the lead.

## **Record number of violations**

Just last year, a concerned police-firearms instructor complained to Maryland state safety officials about lead hazards at Baltimore County's gun range — where more than 1,900 county officers train and requalify — to prove their proficiency with a service firearm.

In February 2014, after officials with Maryland Occupational Safety and Health (MOSH) inspected the gun range, they found 27 violations, 16 related to lead. It was the first safety inspection of Baltimore County's nearly half-century-old facility, they said.

Baltimore County police set a record — the most lead violations for a law-enforcement agency in the past decade, according to a Times analysis of available federal Occupational Safety and Health Administration records.

Maryland inspectors found problems with poor ventilation and inadequate cleaning at the Lutherville range. And in talking to several Baltimore County firearms instructors, inspectors learned that the lead problems were getting worse.

The instructors revealed they had been tested a few times for lead levels in their blood, and the most recent results were getting higher, records show. One instructor had an elevated lead level of at least 25 micrograms per deciliter, a MOSH supervisor said.

Organ damage and other health problems can occur at a level as low as 10 micrograms, according to the Centers for Disease Control and Prevention. Lead exposure is particularly dangerous because damage can occur even though symptoms may not appear.

While instructors and SWAT teams spend the most time in a range, other

officers are required to qualify up to four times annually and to practice as needed.

Baltimore County's most dangerous problem was the toxic air that instructors inhaled while working in the range.

They were exposed to air that had lead concentrations up to three times higher than the allowable limit, MOSH documents show. The ventilation and air quality were so awful that the instructors, by law, should have been wearing respirators, protective coveralls and booties while training.

Police administrators had no idea of the problems until the state inspection, said spokeswoman Elise Armacost.

"A lot of these were a result of sloppy housekeeping, not wiping surfaces properly," she said. "The larger issue was ventilation, and that's not a minor issue."

More than a year after the inspection, the range still isn't in compliance.

Armacost said the county will spend \$500,000 to replace the ventilation system and abate the lead contamination by the end of the summer. Currently, police are advised to use the outdoor range but still are allowed to shoot for short periods of time in the indoor range, Armacost said.

Cole Weston, president of Baltimore County Fraternal Order of Police, Lodge No. 4, said: "The job of law enforcement is difficult enough with calls for service. The hazards aren't supposed to be in the training location where you are trying to be proficient in doing the job out on the street."



WASHINGTON DEPARTMENT OF LABOR & INDUSTRIES

Last year, seven years after Kirkland officers were overexposed to lead, the state found contamination at the Issaquah police range where they had trained in 2007.

## **Poisoned in Issaquah**

Two of the most important ways to prevent lead poisoning is to educate shooting instructors and trainees about lead hazards and to properly ventilate the range. In the case of three Kirkland correctional officers, they got neither.

In 2007 the Kirkland police's Corrections Department decided its officers needed to carry firearms. Without a shooting range, Kirkland used the Issaquah police indoor-firing range that March to train and qualify the officers.

Two Kirkland firearms instructors conducted a five-day training and qualification course for Crawford and two other corrections officers. After a day in the classroom, they spent the next four days firing .45-caliber handguns in the range.

Crawford, who had been a corrections officer for two years, said there was little discussion about the risks of lead exposure and how to avoid it.

On the final day, as they started qualifications testing — timed and untimed drills of shooting at targets from different distances — the range became cloudy.

Kirkland Police Sgt. Nathan Rich, a SWAT member and one of the firearms instructors, had tried to turn on the ventilation, which would move the lead-contaminated air away from shooters. But it didn't operate.

Despite no air flow and a noticeable haze in the range, Rich ordered Crawford and her colleagues to continue firing because he said he wanted to avoid rescheduling the qualifications.

“It's a paramilitary environment,” Crawford said. “You've got rank and file, you follow orders and you trust them.”

They all coughed but continued firing up to 1,000 rounds over five hours, not realizing they were inhaling dangerous amounts of lead. “You literally couldn't see one arm's length in front of you,” she said.

Crawford went home feeling nauseated and weak, with a headache and a sweet metallic taste in her mouth. The two other corrections officers complained of similar flu-like symptoms — classic signs of lead exposure.

After one complained to Kirkland police, they were sent to have their blood tested for lead.

The two instructors and three corrections officers all had elevated levels of lead in their blood, according to records from Washington Labor and Industries (L&I), which enforces workplace-safety rules. Their results ranged from 25 to 33 micrograms of lead per deciliter — more than 20 times the average adult level of 1.2.

In as little as a few days, officers in a poorly ventilated range can develop lead levels that can cause fatigue and miscarriages as well as permanent damage to the brain and kidneys.

Crawford recalled having the highest reading, 33.

“I was scared — I didn’t know the ramifications,” said Crawford, who now works for a biometrics company. “I didn’t know if it was going to have an effect on my ability to have kids.”

Rich said he received little training about the dangers of lead when he became a firearms instructor in 2001.

“I felt bad for the officers that I got them sick,” he said. He is concerned his decision to keep shooting that day may later have repercussions on their health.

One reason he moved to the patrol division was to reduce the amount of time he was exposed to lead in the range.

“As we get older, we may have some neurological-function issues, some organ issues that you can’t predict and see right away,” Rich said.



WASHINGTON DEPARTMENT OF LABOR & INDUSTRIES

A 2014 inspection at the Issaquah police firing range showed air flow was too slow in some firing lanes and too fast in others while two Police Department employees were using the range.

### **Issaquah chief resists**

The police shooting range where the Kirkland officers were overexposed is tucked under Issaquah's redbrick City Hall.

Because of the Kirkland case, L&I inspected the Issaquah range in 2007 and issued two lead-related citations.

Then in 2008 and 2009, Issaquah requested help from L&I through

“consultations.” The state uses this voluntary process as an informal, private way to get employers into compliance with state safety regulations.

After one of the consultations, L&I told Issaquah police they must conduct lead training and minimize surface contamination.

But in April 2014, an L&I inspection showed contamination on classroom tables, the floor and a carpeted area outside the range, which had lead concentrations 22 times higher than what’s acceptable.

Air flow in some of the firing lanes was too turbulent, swirling dirty air back on shooters.

Nine law-enforcement agencies, as well as the public and members of two private firearms academies, shot in the range, unaware of the hazardous conditions.

“Sgt. (Paul) Fairbanks stated that the officer’s primary duty is to protect the citizens and that the range duties (i.e. cleaning) were additional tasks they tried to fit in their schedule,” an industrial hygienist wrote after talking to the part-time range master.

When L&I confronted the department over the violations, some Issaquah police officials were uncooperative.

In June, they refused to allow the hygienist to collect samples and take airflow readings and photos while police sorted the spent lead from the berm for recycling. When a hygienist wanted to interview several officers, Police Chief Scott Behrbaum refused.

“At this time none of the employees that I have spoken to have indicated the need to speak with you, nor [are they] having any concerns,” Behrbaum said in an Aug. 8 email to an L&I hygienist. “As a result I am not going to schedule any

interviews.”

After L&I threatened to use subpoenas to compel private interviews with employees, the chief relented.

L&I issued 15 citations, nine related to lead. The city of Issaquah appealed some of them as well as the \$3,000 fine, saying it would rather use the money to fix the problems than pay the state. A hearing officer concluded all the violations had occurred, but lowered the total fine to \$2,700.

Issaquah corrected nearly all of the violations. It hasn't fixed the ventilation, but Fairbanks said it doesn't pose a significant health risk.

“I'm not taking any of this lightly,” Fairbanks said. “I'm very concerned about my officers' safety and that doesn't mean just on the street, but also when they are training.”

## **Decades of warnings**

Well before the government banned lead-based household paint in 1978, medical journals and state health publications dating to the early 1960s warned that police officers were suffering from lead poisoning due to working in gun ranges.

But police departments often ignored those warnings and rarely passed them down to the rank and file.

Two Kansas City, Kan., police officers suffered severe lead poisoning in 1973 after working several months in a new indoor-gun range in the basement of City Hall. A faulty ventilation system recirculated airborne lead.

The city settled lawsuits brought by the two, paying \$100,000 each to the officers. They said they had to retire on disability because of the lead exposure, according to The Kansas City Star.

The National Institute for Occupational Safety and Health (NIOSH) studied nine indoor law-enforcement gun ranges and found many deficiencies, in particular “health hazards in the forms of lead poisoning due to improper ventilation control,” a 1975 report said.

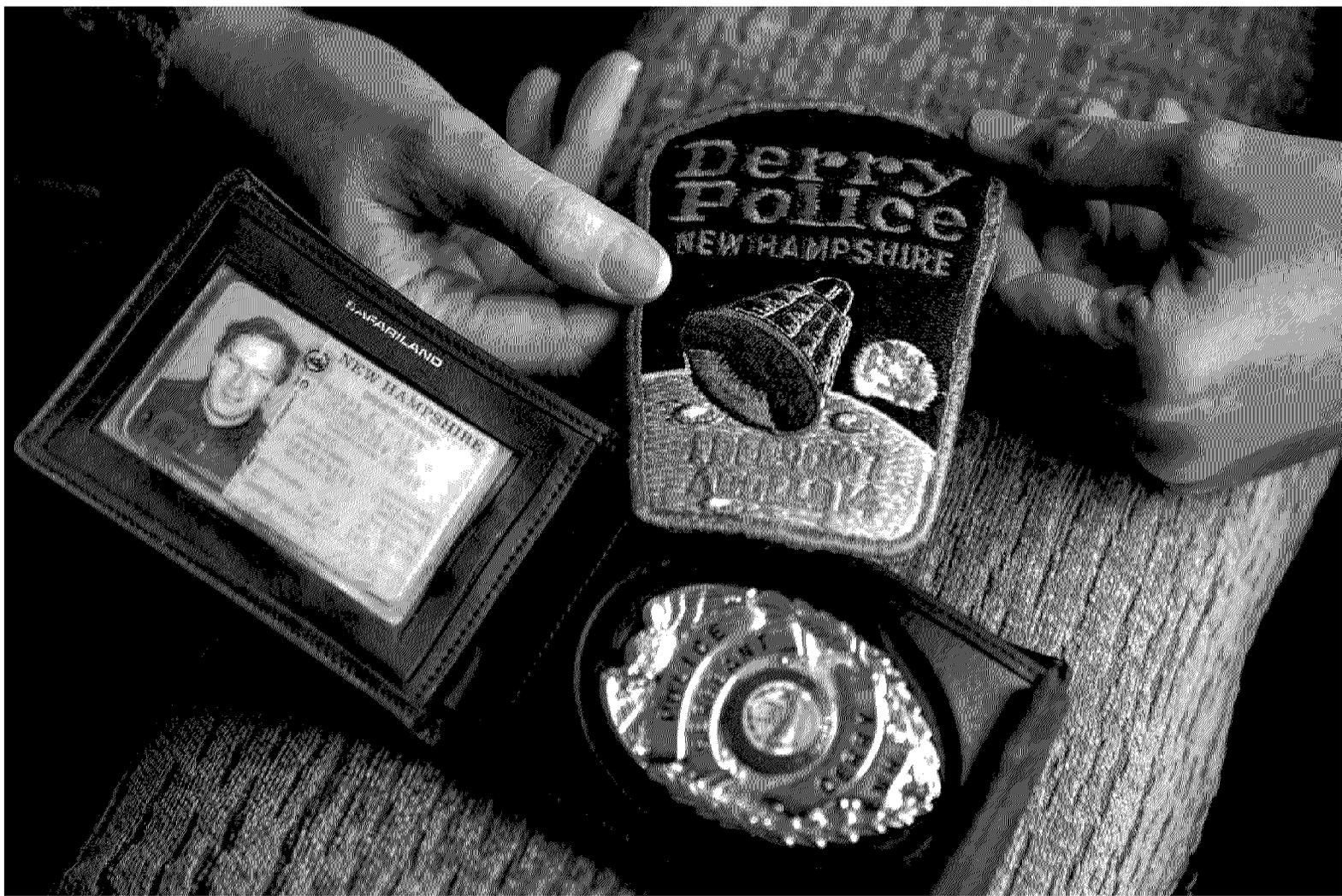
NIOSH also wrote a technical manual about reducing lead hazards for law-enforcement officials to follow.

Despite the research and warnings, some departments didn’t take lead hazards seriously.

In Florida, Edmund Danielewicz went to work in 1980 at the Largo Police Department’s indoor range, which had a history of employees getting lead poisoning from faulty ventilation. After a year there, he lost 45 pounds, his teeth and eventually most of the feeling in his legs, he said. The physician for the city told him he had lead poisoning and to drink orange juice and water to feel better, he recalled.

By 1981 Danielewicz claimed the shooting range poisoned him. But the department denied it and fired him, he said. After a legal battle, he said he settled for \$100,000.

“It’s disheartening,” he said. “They should have known better.”



ARAM BOGHOSIAN / SPECIAL TO THE SEATTLE TIMES

Pat Kelly shows her late husband's police badge, uniform patch and driver's license. They had a 21-month-old son and a daughter on the way.

## **A young sergeant gone**

For Pat Kelly, that sunny Sunday morning was like any other at their Londonderry, N.H., home. She awoke to 21-month-old son David crawling into his parents' bed and wanting to play with his father. But when he didn't respond to the boy's giggles, she leaned closer to her husband — and discovered his body was cold.

Thomas Kelly, a 35-year-old police sergeant, was dead.

His death on Sept. 17, 1989, stunned officers at the Derry Police Department,

where he'd worked for more than nine years. Pat was devastated: She was six weeks pregnant, had a toddler, her mother was dying of cancer, and the love of her life had suddenly and mysteriously died.



Derry Police Chief Ed Garone said as a sergeant and training supervisor, Kelly, was a natural leader, teacher and visionary. Garone approved Kelly's request to train all the officers who had been using revolvers to shoot new semiautomatic handguns.

"It was frankly a morale booster, increasing the safety of the officers and the greater protection for our citizens," Garone said.

Without an indoor police range, Kelly looked for nearby ranges where the 45 officers could train and qualify over that one week in September. He found Chester Rod and Gun Club, just 10 miles down the road. Kelly had assurances from the private club that the ventilation worked properly and the range was

safe, Garone recalled.

But Kelly had unknowingly stepped into a death chamber.



ARAM BOGHOSIAN / SPECIAL TO THE SEATTLE TIMES

Derry, N.H., police had assurances from the Chester Rod & Gun Club that its indoor range was safe, but officers recall it being smoky.

Each day, he stood beside officers as they fired hundreds of rounds of ammunition at the targets. But the ventilation system failed to keep up, and smoke laced with lead lingered in the air, officers said.

“It got so thick that you got to the point where you just could not see,” said Barry Charewicz, a Derry officer at the time.

Dan Pelletier, then a Derry detective and firearms instructor, said, “I had that metallic, leady taste in the back of my mouth, and at the end of the day I’d have a pretty good headache too.” A blood test showed he had an elevated lead level.

Unlike other officers who would train and leave, Kelly was in the range almost the entire time as police fired 24,300 rounds of ammunition that week.

During breaks and each night, Kelly swept the floor with a dry broom, picked up spent casings and put them in buckets. Sometimes he wore a paper mask to avoid breathing the dust in the air, but he was unaware it contained potentially lethal amounts of lead, Pelletier said.

The day after certifying all the officers, Kelly came home after a long shift and told Pat: “I’m beat, I’m going to bed. Goodnight.” Those were his last words.

About a month after Kelly’s death, an autopsy revealed he had died from acute respiratory failure and severe pulmonary edema due to prolonged exposure to toxic heavy metals and gases at a firing range. Tests showed he had dangerously high concentrations of lead in his blood at 48 micrograms per deciliter.

Pat still misses the smell of leather and the feel of the bulletproof vest under her husband’s stiffly pressed uniform when she hugged him.

She occasionally shows his uniform, badge (No. 3) and gun belt to their 24-year-old daughter, Laura, when she’s curious about the father she never met.

Pat sued the Chester Rod and Gun Club and settled for an undisclosed amount years ago.

Everyone realizes his death was preventable.

“If I were to do it again, I would have daily air monitoring done and certified by a third party,” Garone said. His officers now shoot at their outdoor range.



ARAM BOGHOSIAN / SPECIAL TO THE SEATTLE TIMES

Laura Kelly, left, never met her father; her mother, Pat, was six weeks pregnant when Sgt. Thomas Kelly died in his sleep in 1989 in New Hampshire. “I want people to take it seriously that you can have a loved one die from this,” Pat Kelly said.

Charewicz blames the club for Kelly’s death. The nearby Sandown Police Department has been shooting there since 2011. Kevin Williams, president of the club, didn’t return calls for comment.

Today at the Derry Police Department, a training room is named in Kelly’s honor and a painting of him, smiling in uniform, hangs on a wall. But outside of New Hampshire, few have ever heard of Kelly’s death and its cause.

“I want people to take it seriously that you can have a loved one die from this,” Pat Kelly said.



ARAM BOGHOSIAN / SPECIAL TO THE SEATTLE TIMES

In Derry, N.H., Police Chief Ed Garone shows the framed uniform of Sgt. Thomas Kelly, who died in 1989 after a week of exposure to lead. Training officers on new handguns, Kelly was in the shooting range almost the entire time 24,300 rounds were fired.

## **Lead exposure continues**

Two decades after Kelly's death, inspections and evaluations show police across the country are still ignorant of workplace-safety laws and lack fundamental training. Currently, there are more than 1.1 million federal, state and local law-enforcement workers in the U.S., according the Bureau of Justice Statistics.

In Bellevue, the Police Department shut down its range for two years because of its inadequate ventilation system.

A year after it reopened with a new system in 2012, L&I found contaminated surfaces and inadequate training during an inspection. It issued nine citations, six related to lead.

In South Central Washington, the Kennewick Police Department doesn't educate its officers at all about lead hazards.

"We do not provide training on lead exposure," Kennewick spokeswoman Evelyn Lusignan said. "We are not required to. For that type of outdoor-firing range we don't have the exposure risk."

But Washington Administrative Code says, "Each employer who has a workplace in which there is a potential exposure to airborne lead at any level shall inform employees" and train them about lead. This includes all indoor and outdoor ranges.

While the risk of lead exposure is greatly reduced when officers shoot outdoors, it's not eliminated.

Officers can track lead home on their clothing and shoes, contaminating their homes and putting their children at risk.

After evaluating the Lima, Ohio, Police Department's indoor-gun range in 2012, NIOSH told the police chief to shut it down until a faulty ventilation system was fixed. It had pumped lead vapor and dust into its garage and a maintenance office where an employee breathed in contaminated air and suffered lead poisoning.

NIOSH evaluates work conditions at the request of a concerned employee or employer, but cannot force a company or government agency to abide by its recommendations.

Lima Police Chief Kevin Martin didn't follow NIOSH's advice. He bought a new

vacuum cleaner and better filters, he said.

When asked why he didn't close the range, Martin replied:

“Quite honestly, we have to qualify to continue to function as police officers. And another location — nothing is available to us.”

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## Lead-free ammunition may save money in the long run



MARK HARRISON / THE SEATTLE TIMES

Police Sgt. Daniel Willson, Kirkland's senior firearms instructor, sweeps up spent casings at the department's lead-free firing range in the Totem Lake area.

By CHRISTINE WILLMSEN

This month, Kirkland police opened what it believes is the first lead-free indoor-shooting range in Washington state, an eight-lane facility costing \$1.3 million.

One reason for the expenditure: Five of its officers were overexposed to lead while training at the Issaquah police range in 2007.

Kirkland Sgt. Daniel Willson, senior firearms instructor, said police feel safer in the new range. "It's better, easier cleanup and it's healthier," he said.

They're no longer concerned about lead on their hands and face and the need to change clothes to prevent tracking the toxin into their homes where family could be overexposed.

Willson said police departments reluctant to go lead-free because the ammunition is costlier should take the long view.

"The big elephant in the room is probably the cost, because it does cost more," he said. "But in the long run, it ends up paying for itself."

Lead-free ammunition, primarily made of copper, costs the Kirkland Police Department about \$375 for 1,000 pistol rounds, \$100 more than the lead version. For rifles, it pays \$595 per 1,000, \$295 more.

Concerns that lead-free bullets are less accurate just aren't warranted, Willson said.

"It's so minimal in the handguns that we're shooting," he said. "...You're not going to notice a difference." Police still rely on lead bullets when on

regular duty.

Amy Crawford, a former Kirkland corrections officer poisoned at the Issaquah range, said ranges should be inspected annually by workplace-safety agencies.

Restaurants and gas-station pumps are routinely checked out and have notices of inspection, she pointed out. “Shouldn’t there be something similar to that on a gun range?”

Police chiefs in North Dakota, Connecticut, New York and other states have shuttered their ranges in recent years as the last resort, after realizing their old ranges are too contaminated and dilapidated for use.

In North Dakota, Valley City Police Chief Fred Thompson told city officials during a 2012 job interview that he would have to close its filthy basement gun range, calling it a “Superfund site.”

Just months into the job, he closed the range. The city paid \$100,000 to clean the basement, haul out contaminated equipment and remove 18,000 pounds of lead.

The range had been used for years by a local rifle and pistol club. “I got a lot of people mad,” Thompson said. “It was the only indoor range around.”

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## Protecting Workers from Lead Hazards at Indoor Firing Ranges

Using lead bullets or lead-containing primers at indoor firing (shooting) ranges can expose workers to lead and result in unsafe levels of lead in their blood. Lead enters the body through inhalation or ingestion. Once in the bloodstream, lead can damage various organs and cause health problems.

Firing range employers must protect their workers from the hazards of lead exposure. The Occupational Safety and Health Administration (OSHA) Lead Standard (29 CFR 1910.1025) requires that in a workplace with potential lead exposure, the employer conduct an initial determination of workers airborne exposure to lead. If a worker is exposed at or above the action level (AL) or above the permissible exposure limit (PEL) for lead, additional requirements apply. This fact sheet provides firing range employers with information on how their workers can be exposed to lead and summarizes the provisions and requirements of the Lead Standard that apply to firing ranges. For more complete information on lead and detailed requirements under the Lead Standard, visit OSHA's Safety and Health Topics Page on Lead.

### How lead exposure can occur:

- Shooting firearms with lead bullets or lead-containing primer creates airborne lead in the gun smoke.
- Lead bullet deformation and fragmentation can cause lead exposure at hard surface bullet trap systems.
- A building's standard HVAC system may not adequately remove airborne lead particles from the range.
- Handling spent cartridges or cleaning firearms can contaminate the hands and skin with lead.
- Improper range cleaning methods (dry sweeping; compressed air; non-high-efficiency particulate air (HEPA) filtered vacuums) or inadequate cleaning of lead-contaminated surfaces.
- Recovering lead bullets from traps, emptying bullet trays, or casting lead bullets can create lead dust and fumes.
- Bringing and consuming food and drinks in the range area. Not washing hands and face before eating, drinking, or smoking.
- Lack of handwashing facilities for workers to remove lead.
- Wearing contaminated work clothes in eating and office areas or wearing these clothes home.

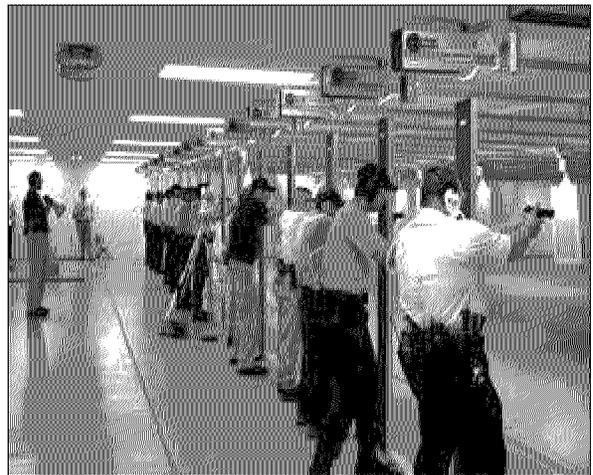


Photo: NIOSH

NIOSH estimates there are 16,000 to 18,000 indoor firing ranges in the U.S.

### Firing Ranges and the OSHA Lead Standard

The following section highlights selected OSHA requirements, along with recommendations, that can help employers both comply with the Lead Standard and implement best practices. For all employer requirements under the standard, see OSHA's Lead Standard (29 CFR 1910.1025).

## *Exposure Monitoring*

### *Required*

- An initial determination – Collect full-shift personal air samples to determine if employee exposure is at or above the AL of 30 µg/m<sup>3</sup> or exceeds the PEL of 50 µg/m<sup>3</sup>.
- If employee exposure is at or above the AL >30 days a year, employers must offer medical surveillance, including blood lead level monitoring to affected employees.
- Repeat monitoring is required at various intervals if exposures are at or above the AL or above the PEL. *See* 29 CFR 1910.1025(d)(6).
- If exposure is above the PEL >30 days a year, then employers must implement engineering and work practice controls to reduce exposure to or below the PEL (see box below for recommended exposure controls for firing ranges).
- When ventilation is used to control exposure, ensure effective operation of the ventilation system with scheduled (every 3 months) inspections and routine maintenance.

## **RECOMMENDED EXPOSURE CONTROLS FOR FIRING RANGES**

**Eliminate/Substitute:** Use jacketed or lead-free bullets and non-lead primer.

**Engineering Controls:** Provide a separate “push/pull” ventilation system (not connected to the general HVAC system) with supplied and exhausted air flow designed to move lead emissions downrange from the source (firearm) toward the filtered exhaust area at/or behind the bullet trap:

- Electrically interlock supply and exhaust fans for simultaneous operation when the range is in use.
- Use HEPA filters in the ventilation exhaust system to prevent lead from entering the outside environment.

**Work Practice Controls:** Use a closed bag system to empty bullet trays and debris. Use a water mist spray or other type of wet method to keep lead dust from becoming airborne.

## *Housekeeping*

### *Required*

- Keep all surfaces as free of lead accumulations as practical.
- Ensure that workers do not use compressed air to clean floors or other surfaces where lead may accumulate.
- Ensure that workers do not shovel, dry-sweep, or brush lead-bullet debris unless vacuuming or other equally effective methods have been tried and found not to eliminate the hazard. *See* 29 CFR 1910.1025(h)(2)(ii).

### *Recommended*

- Use a HEPA filtered vacuum and/or wet methods for cleaning.
- Perform housekeeping and cleaning procedures on a frequent basis.
- Wipe sample detection of lead is a useful tool to evaluate a housekeeping program (surfaces and floors including eating areas) and hygiene practices (employee hands) by identifying lead contamination. Colorimetric wipes for on-the-spot detection of lead are now readily available.

## *Respiratory Protection*

### *Required*

- Provide appropriate, NIOSH-approved respirators when engineering and work practice controls are not sufficient to reduce lead exposure to or below the PEL.
- For more information on respiratory protection program requirements, including fit testing, see OSHA’s Respiratory Protection standard (29 CFR 1910.134) and visit OSHA’s Safety and Health Topics webpage on Respiratory Protection.

### *Recommended*

- Even when exposure is below the PEL, provide workers with appropriate respiratory protection for short-term, high lead exposure work tasks such as cleaning bullet traps, changing ventilation system filters, or disposing of vacuum-collected dust.

## *Protective Work Clothing and Equipment*

### *Required*

- Provide full-body work clothing (coveralls or disposable suits), gloves, head and foot covering, face shield, and vented goggles to workers exposed to lead above the PEL.

- Ensure that workers do not use compressed air or similar methods to remove lead dust from range floors, other surfaces, or clothing.

#### *Recommended*

- Provide protective work clothing and equipment for employees while performing range cleaning or maintenance.

#### *Hygiene Facilities and Practices*

##### *Required*

- Prohibit food, drink, eating, tobacco, and the use of cosmetics in areas with lead exposure above the PEL.
- Change rooms, separate storage lockers, and showers must be provided when worker exposures to lead are above the PEL.

##### *Recommended*

- Provide readily available handwashing stations.
- Do not allow any food, drinks, or tobacco products in the range area.
- Consider using lead decontamination wipes in addition to soap and water to remove lead from hands after cleaning firearms and picking up spent casings and before eating, drinking, or smoking.
- Provide a clean change area and separate storage lockers for employees with lead hazards in their work area, regardless of exposure levels.

#### *Medical Surveillance and Medical Removal Protection*

##### *Required*

- Implement a medical surveillance program for workers exposed to lead at or above the AL >30 days a year.
- Make available blood lead and zinc protoporphyrin testing to workers exposed to lead at or above the AL at frequencies specified in the Lead Standard. *See* 29 CFR 1910.1025(j)(2).
- Remove employees from work who have a lead exposure at or above the AL if their blood lead level meets or exceeds the criteria specified in the Lead Standard, or if a physician determines removal is needed. *See* 29 CFR 1910.1025(k)(1).

##### *Recommended*

- Offer blood lead testing for employees with lead hazards in their work area, regardless of exposure levels.

- Blood lead levels at or above 5 micrograms of lead per deciliter of blood ( $\mu\text{g}/\text{dL}$ ) are considered elevated.

#### *Employee Lead Hazard Training and Hazard Communication*

##### *Required*

- Inform workers with potential lead exposure of the content of Appendices A and B of the Lead Standard.
- Provide initial and annual training to all employees exposed to lead at or above the AL on the content of the Lead Standard and work activities that could result in lead exposure.
- Post warning signs with the language specified in the Lead Standard in each work area where the PEL is exceeded.
- OSHA's Hazard Communication standard (29 CFR 1910.1200) requires employers to provide information and training for all employees with lead hazards in their work areas.

#### **Additional Information**

OSHA can provide compliance assistance through a variety of programs, including technical assistance about effective safety and health programs, workplace consultations, and training and education. OSHA's On-Site Consultation Program offers free, confidential occupational safety and health services to small and medium-sized businesses in all states and several territories across the country, with priority given to high-hazard worksites. On-Site consultation services are separate from enforcement and do not result in penalties or citations. To locate the OSHA On-Site Consultation Program nearest you, visit [www.osha.gov/consultation](http://www.osha.gov/consultation).

#### **Workers' Rights**

Workers have the right to:

- Working conditions that do not pose a risk of serious harm.
- Receive information and training (in a language and vocabulary the worker understands) about workplace hazards, methods to prevent them, and the OSHA standards that apply to their workplace.
- Review records of work-related injuries and illnesses.

- File a complaint asking OSHA to inspect their workplace if they believe there is a serious hazard or that their employer is not following OSHA's rules. OSHA will keep all identities confidential.
- Exercise their rights under the law without retaliation, including reporting an injury or raising health and safety concerns with their employer or OSHA. If a worker has been retaliated against for using their rights, they must file a complaint with OSHA as soon as possible, but no later than 30 days.

For additional information, see OSHA's Workers page ([www.osha.gov/workers](http://www.osha.gov/workers)).

### **How to Contact OSHA**

Under the Occupational Safety and Health Act of 1970, employers are responsible for providing safe and healthful workplaces for their employees. OSHA's role is to ensure these conditions for America's working men and women by setting and enforcing standards, and providing training, education and assistance. For more information, visit [www.osha.gov](http://www.osha.gov) or call OSHA at 1-800-321-OSHA (6742), TTY 1-877-889-5627.

**This is one in a series of informational fact sheets highlighting OSHA programs, policies or standards. It does not impose any new compliance requirements. For a comprehensive list of compliance requirements of OSHA standards or regulations, refer to Title 29 of the Code of Federal Regulations. This information will be made available to sensory-impaired individuals upon request. The voice phone is (202) 693-1999; teletypewriter (TTY) number: (877) 889-5627.**



U.S. Department of Labor

