

INDEPENDENCE CITY COMMISSION

REGULAR SESSION AGENDA

January 25, 2024

5:30 PM

Commission Room, 1916 City Hall

To participate by conference call:
1 785-289-4727 Conference ID: 569 533 576#

The Agenda shall be as follows:

I. REGULAR SESSION

- A. Call to Order
- B. Pledge of Allegiance to the United States of America
- C. Adoption of Agenda

II. APPOINTMENTS

- A. Consider appointing Justin Wren as the Atmos Representative to the Board of Examiners - Plumbers.
- B. Consider reappointing Rick Kiister, Travis Blankinship and Daniel Johnston to the Electrical Board.

III. PRESENTATIONS

- A. Introduction and swearing-in of Independence Police Department's newest officer, Officer Matthew Wright

IV. CONSENT AGENDA

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

- A. Consider a resolution exempting the City from GAAP (Generally Accepted Accounting Principles) requirements.
- B. Consider a request from Independence Rotary to authorize an agreement with Rainbow Fireworks for the annual 4th of July Fireworks Display.
- C. Consider accepting the annual submission of the Independence Land Bank 2023 Year-End Report.
- D. Consider adopting an ordinance approving the appropriations for 2024 authorized expenditures.
- E. Consider a three-year contract for mowing services.
- F. Consider authorizing award of the annual concrete patching bid.
- G. Consider awarding disposal of the Water Treatment Plant residuals.

V. ITEMS FOR COMMISSION ACTION

- A. Consider a request to waive or modify Section 705.1 relating to surface material in the Off-Street Parking and Loading Regulations for construction of a gravel parking lot at 1920 W. Main Street.
- B. Consider approving award of the contract for renovation of the parking lot north of City Hall to Heck & Wicker, Inc.
- C. Consider initiating a text amendment relating to "Restaurants, drive-in" in the C-3 Central Business District.

- VI. REPORTS
 - A. CRS 2023 Year End Report
 - B. January Public Works Projects Report
- VII. CITY MANAGER’S COMMENTS
- VIII. COMMISSIONERS’ COMMENTS
- IX. PUBLIC CONCERNS
- X. ADJOURNMENT



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 25, 2024

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider appointing Justin Wren as the Atmos Representative to the Board of Examiners - Plumbers.

SUMMARY RECOMMENDATION City staff recommends appointing Laramie Ruark to the Board of Examiners - Plumbers to replace Christ Fry who moved.

BACKGROUND Chris Fry was the previous Atmos representative on the Board of Examiners - Plumbers. He has moved and Atmos has been sending Laramie Ruark to the latest meetings.

BOARD OF EXAMINERS - PLUMBERS (3 year terms -- 5 members)			
Members	Term	Expires	Appointed/ Eligible to be Reappointed
Paul Lemon Phone: 332-9010	4th term*	August 15, 2025	
Doug Rinck Phone: 331-6621	8th term	August 15, 2025	
Wayne Sundquist 400 South 9th	9th term	August 15, 2025	
Chris Fry/Atmos	1st term*	August 15, 2023	5/9/2019 Yes
Pat Howe Phone: 331-1829	9th term	August 15, 2025	
Meeting Place: City Commission Room Meeting Date: As Needed Meeting Time: TBD			

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to appoint Laramie Ruark as the Atmos Representative to the Board of Examiners - Plumbers. This term will expire on August 15, 2026.

SUPPORTING DOCUMENTS



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 25, 2024

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider reappointing Rick Kiister, Travis Blankinship and Daniel Johnston to the Electrical Board.

SUMMARY RECOMMENDATION Reappoint Rick Kiister, Travis Blankinship and Daniel Johnston to the Electrical Board.

BACKGROUND Rick Kiister, Travis Blankinship and Daniel Johnston have all completed a first full term on the electrical board. All are eligible to serve a second full term.

ELECTRICAL BOARD (3 year terms -- 5 members)			
Members	Term	Expires	Appointed/ Eligible to be Reappointed
Rick Kiister Phone:	1st term*	1-Oct-23	
Travis Blankinship Phone: 330-2527	1st term*	1-Oct-23	
Kenneth Evans	Unexpired	1-Apr-24	Appointed 10/13/2022
Daniel Johnston	1st term	1-Oct-23	14-Jan-21
Dennis Royer/Everygy Phone: 331-	1st term*	1-Apr-24	
Meeting Place: City Commission Room, City Hall Meeting Time: As Needed Meeting Date: TBD			

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to reappoint Rick Kiister, Travis Blankinship, and Daniel Johnston to the Electrical Board. Their second term will end on October 1, 2026.

SUPPORTING DOCUMENTS



Presentation
CITY OF INDEPENDENCE
January 25, 2024

Department Police

Director Approval Jerry Harrison

AGENDA ITEM Introduction and swearing-in of Independence Police Department's newest officer, Officer Matthew Wright

BACKGROUND Matthew Wright was selected to serve the citizens of Independence as a police officer in July 2023. He graduated from the Kansas Law Enforcement Training Center's Basic Training Course on January 12th, 2023.

Matt is 25 years old and has wanted to be in law enforcement since he was a child. He is a second-generation officer and hopes to serve the people of Independence well, and for a long time to come.

The City Clerk will swear Officer Wright in: I do solemnly swear that I will support the constitution of the United States and the Constitution of the state of Kansas, and faithfully discharge the duties of police officer for the City of Independence, Kansas. So help me God.

SUPPORTING DOCUMENTS



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 25, 2024

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider a resolution exempting the City from GAAP (Generally Accepted Accounting Principles) requirements.

SUMMARY RECOMMENDATION Staff recommends adopting a resolution waiving GAAP requirements.

BACKGROUND Each year the Commission adopts a resolution exempting the City from all requirements of GAAP. The GAAP requirement provides for a fixed asset accounting system in lieu of just an inventory system, as well as other financial reporting requirements. This action is taken based on past recommendations of the auditors that the GAAP requirements would cost the City additional funds to prepare the City audit and would not provide any additional benefit to the City.

FINANCIAL INFORMATION This will not have a budget impact as the City has waived the requirements of GAAP for several years.

SUGGESTED MOTION I move to adopt Resolution No. 2024-003, waiving the requirements of K.S.A. 75-1120a(a) as they apply to the City of Independence, Kansas for the year ended December 31, 2024

SUPPORTING DOCUMENTS

1. RESOLUTION 2024-003 - GAAP WAIVER



RESOLUTION NO. 2024-003

A RESOLUTION WAIVING THE REQUIREMENTS OF K.S.A. 75-1120a(a) “GAAP WAIVER”

WHEREAS the City of Independence, Kansas, has determined that the financial statements and financial reports for the year ended December 31, 2024 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Governing Body OF THE City of Independence, Kansas or the members of the general public of the City of Independence, Kansas; and

WHEREAS there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with. K.S.A. 75-1120a(a) for the year ended December 31, 2024.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the City of Independence, Kansas, in regular meeting duly assembled this 25th day of January, 2024 that the Governing Body of the City of Independence, Kansas waives the requirements of K.S.A. 75-1120a(a) as they apply to the City of Independence, Kansas for the year ended December 31, 2024.

BE IT FURTHER RESOLVED that the Governing Body of the City of Independence, Kansas shall cause the financial statements and financial reports of the City of Independence, Kansas to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

Passed and approved this 25th day of January, 2024

TIM EMERT, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 25, 2024

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider a request from Independence Rotary to authorize an agreement with Rainbow Fireworks for the annual 4th of July Fireworks Display.

SUMMARY RECOMMENDATION Authorize the agreement.

BACKGROUND Each year the City contracts for the annual 4th of July Fireworks display. Until last year, Jim Kelly previously raised funds to reimburse the City. Jim retired from this fundraising activity after 31 years in 2022. The Independence Rotary Club volunteered to take on this fundraising effort for the community display last year and was able to raise enough funds to fully reimburse the City. However, there is no guarantee the funds raised in future years will cover the total cost. Any deficit is covered by the City. In addition, the City also acquires additional insurance for this community event. The Rotary Club Board met last week, and they recommended approving the attached contract which provides for a \$20,500 show which provides for the same shell count as last year.

FINANCIAL INFORMATION The contract cost is \$20,500, which requires a 25% deposit to be submitted along with the signed contract. This is in addition to the cost of liability insurance for the event, which in previous years was around \$424. The intent is to reimburse the cost of this contract with donations. However, if donations fall short, the difference is funded through the General Fund. Last year, the City was fully reimbursed.

SUGGESTED MOTION I move to authorize the Mayor to sign a contract with Rainbow Fireworks for the 2024 4th of July Fireworks display.

SUPPORTING DOCUMENTS

1. 2024 Rainbow Fireworks Contract
2. City of Independence proposal (2024)



Stephanie & Jason Ukele
76 Plum Avenue Inman, KS 67546
Office 620-663-7714
1-888-886-1008
Fax 1-800-884-1218
Email info@fireworks-display.com
Website www.fireworks-display.com
ATF # 5-KS-00621

FIREWORKS PRODUCTION CONTRACT

This contract is entered into this 18th day of January, 2024 by and between **Rainbow Fireworks, Inc.**, designated herein as the “**SELLER**” and CITY OF INDEPENDENCE, designated herein as the “**PURCHASER**” of one Display Fireworks, UN0335, Explosives 1.3G Production to be held on the 4th day of July, 2024.

- YES ☒ **SELLER** will secure, prepare, and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value.
- YES ☒ **SELLER** will include the services of a Pyrotechnic Operator (shooter) to take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applied.
- YES ☒ **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any “duds” or other material which might not have ignited. Any such material, found by any other person other than the Operator, should be left untouched, mark the location, and call the operator for proper disposal.
- YES ☒ **SELLER** will maintain a CERTIFICATE OF LIABILITY INSURANCE POLICY of \$5,000,000 aggregate coverage.
a) The Client (show sponsor & landowners as noted on the Certificate of Insurance) shall be listed as an additional insured.
- YES ☒ **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location.
- YES ☒ **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances.
- YES ☒ **PURCHASER** also agrees to have a fire truck available on location during the display.

ONE (1) DISPLAY FIREWORKS, UN0335, EXPLOSIVES 1.3G PRODUCTION has been agreed upon by **PURCHASER AND SELLER** in the sum of Twenty Thousand Five Hundred Dollars and no/100 cents (\$20,500.00). It is agreed and understood that the **PURCHASER** will pay to the **SELLER** twenty-five percent (25%) of the show cost deposit in the sum of Five Thousand One Hundred Twenty-Five Dollars and 00/100 cents (\$ 5,125.00) to be paid with the submitting of the signed contract. It is also agreed and understood that the **PURCHASER** will pay to the **SELLER** the balance of Fifteen Thousand Three Hundred Seventy-Five Dollars and 50/100 cents (\$15,375.00) within ten (10) days after the date of the display.

In the event of inclement weather or other adverse conditions, so as to cause postponement of the display, it is agreed and understood that the **PURCHASER** will notify the **SELLER** regarding the postponement date, normally the following night. If **PURCHASER** will not re-schedule the display and completely cancels the display, the **PURCHASER** agrees to pay the **SELLER** fifteen percent (15%) of the show cost for the expense deposit in the sum of Three Thousand Seventy-Five Dollars and no/100 cents (\$ 3,075.00). The expense deposit will cover the Out-of-Pocket Expenses, labor cost, and fees which have been incurred up to the point of cancellation; and the balance will be refunded.

Witness whereof, we have caused our signatures to be affixed to this document, on this _____ day of _____, 2024.

SELLER:
RAINBOW FIREWORKS, Inc.

PURCHASER:
CITY OF INDEPENDENCE

By: Stephanie Ukele
Authorized Agent

By: _____
Authorized Agent



Stephanie & Jason Ukele
76 Plum Avenue Inman, KS 67546
Office 620-663-7714
1-888-886-1008
Fax 1-800-884-1218
Email: info@fireworks-display.com
Website: www.fireworks-display.com
BATFE # 5-KS-00621

January 10, 2024

City of Independence
Attn: Jim Kelly
120 N. 6th Street
Independence, KS 67301

RE: 2024 Proposal for the City of Independence

July 4, 2024 \$20,500.00 same shell count as 2023:

40 each – 3" Titanium Salutes
436 each – 4" Assorted Color Shells
20 each – 4" Titanium Salutes
120 each – 5" Assorted Superior Color Shells
54 each – 6" Assorted Deluxe Color Shells
12 each – 8" Assorted High Quality Color Shells

July 4, 2024 \$20,250.00 same cost as 2023:

40 each – 3" Titanium Salutes
420 each – 4" Assorted Color Shells **16 less shells**
20 each – 4" Titanium Salutes
120 each – 5" Assorted Superior Color Shells
54 each – 6" Assorted Deluxe Color Shells
12 each – 8" Assorted High Quality Color Shells

This product will provide a continuous and entertaining show with a defined opening and a phenomenal finale. For the first proposal, the total number of shell breaks will be **682**. On the second proposal, the total of shell breaks will be **666**. We use high quality shells that are all crowd pleasers. The specialty patterned shells will vary from single or double hearts, golden spiders, smiling faces, mickey mice, different color willows, silver or golden horsetail, palm trees, and brocade crowns.

This includes a trained operator with a license issued by the State of Kansas, all equipment, transportation to the site, and a \$5 million general liability insurance policy.

Please call me on 620-200-5752, if you have any questions.

Sincerely,

Stephanie Ukele

Stephanie Ukele
President
Rainbow Fireworks, Inc.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 25, 2024

Department Housing

Director Approval April Nutt

AGENDA ITEM Consider accepting the annual submission of the Independence Land Bank 2023 Year-End Report.

SUMMARY RECOMMENDATION The Independence Land Bank recommends the Independence City Commission accept the Independence Land Bank 2023 year-end report as presented.

BACKGROUND The Independence Land Bank is required to present a year-end report annually.

FINANCIAL INFORMATION There is no financial impact on the City budget.

SUGGESTED MOTION I move to accept the Independence Land Bank's 2023 year-end report as presented.

SUPPORTING DOCUMENTS

1. 2023 YE Report ILB



2023 Annual Report

LAND BANK

<u>Revenues</u>			<u>Sold Properties</u>	
Investment Income	\$ 2,267.02		None	
Misc. Income	\$ -			
TOTAL	\$ 2,267.02			
<u>Expenditures</u>				
Professional Services	\$ 510.00			
Advertising Services	\$ -			
Contractual Services	\$ -		<u>Acquired Properties</u>	
Misc. Expenses	\$ 86.47		201 East Main	8/5/2021
TOTAL	\$ -		1630 North 10th	12/13/2023
Revenue Over (Under) Expenses	\$ 1,670.55			
Unencumbered Cash Balance (12/31/2022)	\$ 53,793.45			
Unencumbered Cash Balance (12/31/2023)	\$ 55,464.00			

Board of Directors

Chair	Gary Hogsett	At Large Representative
Vice-Chair	John Heckman	Architect
Secretary	Lori Wesselowski	Real Estate
Treasurer	Shelley Hudson	Financial
	Lisa Richard	Attorney, Retired
	Jeri Hammerschmidt	Developer
	Mary Jo Wallis	Title Company

Land Bank Staff

April Nutt Director of the Independence Housing Authority

Parcel Inventory as of 12/31/2023

201 East Main Street
1630 North 10th Street



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 25, 2024

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider adopting an ordinance approving the appropriations for 2024 authorized expenditures.

SUMMARY RECOMMENDATION City Staff recommends adopting an ordinance to approve appropriations as previously approved or budgeted in each fund for the 2024 fiscal year.

BACKGROUND The purpose of this ordinance is to allow for transactions to be fully processed through to payment in a timely manner, up to the budgeted authority in each fund or as otherwise previously authorized by Commission approved contract. Approving one ordinance authorizing payment up to previously approved amounts will allow for a more streamlined process as it will save staff time re-preparing ordinances, as well as allow the City to pay its vendors, reconcile accounts, and operate in a more efficient manner. In addition to accounts payable, this will also allow for the processing of payroll. All payment records may still be provided to the Commission as a report on a monthly basis at either the first or second monthly Commission meeting. As always, procurement policies must also be followed.

FINANCIAL INFORMATION No financial impact.

SUGGESTED MOTION I move to adopt Ordinance 4445, approving appropriations for 2024 authorized and budgeted expenditures

SUPPORTING DOCUMENTS

1. ORDINANCE 4445 - 2024 APPROPRIATIONS

ORDINANCE NO. 4445

AN ORDINANCE APPROPRIATING THE AMOUNTS SET UP IN EACH FUND IN THE BUDGET FOR CALENDAR YEAR 2024, PROVIDING FOR THE PAYMENT OF ALL CLAIMS AND CHARGES AGAINST THE ACCOUNTS PROVIDED FOR THEREIN.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS:

SECTION 1. That there is hereby appropriated the accounts set up in each fund in the budget for fiscal year 2024 for the payment of all claims and charges against each fund. In addition, there is hereby appropriated the accounts set up in all project funds for projects approved by the governing body for fiscal year 2024 for the payment of all claims and charges against such project funds. Payments of all claims and charges against each fund shall be made by combination checks and warrants, drawn by the Finance Director and counter-signed by the City Manager, as provided by law; provided, however, that such officers shall at all times comply with the provisions of the Budget Law and Cash Basis Law of the State of Kansas, and the City's Procurement as set forth in Resolution No. 2019-019.

SECTION 2. That the payment of all claims and charges against the respective accounts and funds provided in the budget for the year 2024 are hereby authorized, ratified and approved.

SECTION 3. This Ordinance shall take effect from and after its passage and publication once in the official City newspaper.

ADOPTED this day of January 25, 2024.

TIM EMERT, MAYOR

ATTEST: DAVID SCHWENKER, CITY CLERK



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 25, 2024

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider a three-year contract for mowing services.

SUMMARY RECOMMENDATION City Staff recommends approving a contract with J&S Enterprise.

BACKGROUND

The City of Independence has been utilizing a mowing service for the past three years to maintain flood lots, handle nuisance mowing, and care for City-owned properties. Recently, the City initiated a rebidding process for both mowing and snow removal services, aiming for another three-year contract. Following this call for proposals, three submissions were received.

Over the past two years, the City has faced a drought, resulting in a mowing expense of \$47,757.00 in 2023, paid to J&S Enterprise. It is crucial to acknowledge that if the rainfall in 2024 returns to normal levels, the demand for nuisance mowing is expected to rise. There is a potential for a significant increase, possibly doubling the number of yards mowed.

Furthermore, it's important to highlight that the City has specific requirements for flood lots and vacant lots to be mowed on a monthly basis. This involves approximately 83 properties scattered along the floodplain. Additionally, the City has requirements for ten properties to be mowed bi-weekly and weekly as needed, especially during wet periods. The weekly estimate represents a worst-case scenario, assuming that these 10 yards have to be mowed weekly throughout the 2024 mowing season. The estimates below are based on services starting in April and ending in November or eight months of mowing.

J&S Enterprise	8 months	Simpson Lawn	8 months	TLC	8 months
\$4,895.50	\$39,164.00	\$6,672.00	\$53,376.00	\$3,931.77	\$31,454.16
Weekly Mowing	\$10,904.00	n/a	n/a	Weekly Mowing	\$14,160.00
Nuisance - 355	\$12,425.00	Nuisance - 355	\$19,525.00	Nuisance - 355	\$106,500.00
Total	\$62,493.00	Total	\$66,229.00	Total	\$152,114.16

It is the staff's recommendation to award the mowing to J&S Enterprise.

The City also asked for bids for snow removal at the Independence Library, City Hall and Memorial Hall. The City received two proposals for this service. The low bid was TLC at \$415.00 - Library, \$302.50 for City Hall and \$310.00 for Memorial Hall.

It is staff recommendation to award TLC a 3-year contract for snow pre-treatment and removal at these locations.

FINANCIAL INFORMATION J&S Enterprises for mowing services at \$62,493.00. This estimate is based on 355 yards of nuisance mowing, which could increase if we have a wet season at \$35.00 per lot and if we need to require additional mowing for the month due to tall grass.

TLC for snow pre-treatment and removal at \$415.00 - Library, \$302.50 for City Hall and \$310.00 for Memorial Hall. The City is currently averaging 1-3 events a year that could require pre-treatment and snow removal.

SUGGESTED MOTION I move to authorize the Mayor to sign three (3) year agreements with J&S Enterprise for mowing and TLC for snow removal.

SUPPORTING DOCUMENTS

1. Request for Proposal – Mowing 2024-2026 - Goins Services
2. TLC Snow Removal Bid
3. Jack - TLC - Weekly rate 01162024
4. TLC Nursery and Outdoor Living - addendum 11152024
5. Simpson Lawn Care
6. City of Independence - City Lots - Nuisance - Snow Removal RFP 2024 to 2026
7. Exhibit A - City Mow Lots
8. Exhibit B - Pictures of City Lots - Mowing RFP
9. Exhibit C - Snow Removal
10. City-mowing contract-rev-2024- final
11. City-snow removal contract-2024-

David Cowan
Asst. City Manager
120 N. 6th St.
Independence, Kansas 67301
davidc@independenceks.gov

Dear David:

My name is Jared Goins. I, along with my wife (Stephanie Goins) own and operate J & S Enterprise LLC – DBA: Goins Services. Goins Services phone numbers are “Jared’s (620) 515-2945 and Stephanie’s (620) 714-1275”, and email address “goinsservices@outlook.com”. We have been in the mowing business for over eighteen years. We take pride in our name, workmanship, and equipment. We are very particular about the quality of work we provide and mow specifically to the customers’ needs and desires. We only hire experienced and conscientious employees that take pride in their work. We use the latest equipment to eliminate wasted time and work more efficiently. We have had the current contract with the City of Independence owned property for the mowing, nuisance lot, and snow removal for the past three years. We also have had several past customers we have provided service to and several that we are currently still serving. These customers include several nursing home facilities, Fed Ex, wedding venues, storage units, and convenience stores. These customers have specific requirements for mowing height, debris clearing, and clippings disposal. We also provide landscaping and spraying services. We make it our goal to adhere to a high standard of safety for our employees and equipment. Jared, Stephanie, and our employees would not have a conflict of interest with respect to this proposal.

David Cowan
Asst. City Manager
120 N. 6th St.
Independence, Kansas 67301
davidc@independenceks.gov

Account References:

Forrest Sutherland
(620)330-7285
forrestsutherland@gmail.com

Sam Blackard
(620) 205-9292
samblackard@psbcherryvale.com

Chris Helt (Helt Construction – Sandblasting & Painting)
620-331-9372
c.helt@outlook.com

David Cowan
Asst. City Manager
120 N. 6th St.
Independence, Kansas 67301
davidc@independenceks.gov

Staff to be involved:

Owner/Operator/Clerical: Stephanie L. Goins – 620-714-1275

Owner/Operator: Jared Goins – 620-515-2945

Project Manager: Phillip Sweaney – 620-249-2496

Worker: Timmy Allison – 620-779-5904

Additional workers as needed

Exhibit A

	Location	Description	Frequency	Level of Service	Unit Cost
1	21 Street and Mulberry	Water Tower	Bi-Weekly	Mow/Trim	34.50
2	401 E. Sycamore	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	70
3	701 N. Park Blvd	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	46
4	311 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
5	317 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
6	321 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
7	401 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
8	409 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
9	620 & 622 N. Park Blvd	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	34.50
10	1201 S. Cement	SE Lift Station	Bi-Weekly	Mow/Trim	40.25
11	900 S. 6th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	34.50
12	828 S. 6th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
13	817 S. 6th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	57.25
14	713 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
15	717 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
16	721 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
17	725 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
18	729 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
19	724 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
20	728 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
21	801 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
22	613 S. 8th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
23	617 S. 8th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
24	623 S. 8th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
25	629 S. 8th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
26	517 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
27	521 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
28	601 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
29	604 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
30	605 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
31	608 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
32	609 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
33	614 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
34	615 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
35	617 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
36	620 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
37	621 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
38	628 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
39	629 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
40	516 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
41	521 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
42	525 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
43	529 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
44	605 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
45	615 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
46	617 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
47	621 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
48	625 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
49	629 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
50	633 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
51	524 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
52	600 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
53	601 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
54	604 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
55	605 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
56	608 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
57	609 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
58	612 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
59	613 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
60	615 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
61	614 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
62	623 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	28.75
63	632 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
64	317 S. 19th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
65	501 S. 19th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
66	510 S. 19th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
67	520 S. 19th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
68	1000 Blk S. 17th	City Pump Station	Bi-Weekly	Mow/Trim	34.50
69	835 S. 17th St.	Vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	34.50
70	833 S. 18th	S. 18th & Cherry NW corner lot	Neat & Orderly Cycle	Mow/Trim	40
71	510 S. 19th	500 blk S. 19th - East Side Middle of block	Neat & Orderly Cycle	Mow/Trim	40
72	520 S. 19th	500 blk S. 19th - East Side - Corner lot	Neat & Orderly Cycle	Mow/Trim	40
73	521 S. 19th	500 blk S. 19th - West Side	Neat & Orderly Cycle	Mow/Trim	40
74	19th and Maple	NE Corner lot	Neat & Orderly Cycle	Mow	30

75	1412 W. Maple	Triangle North of Bldg	Neat & Orderly Cycle	Mow	30
76	East and West Main Overpass	Easements on each side of overpass	Neat & Orderly Cycle	Mow/Trim	450
77	116 S. 23rd Street	AWOL Lot	Bi-Weekly	Mow/Trim	46
78	19th and Pine	Easement where Pine runs into train tracks	Neat & Orderly Cycle	Mow/Trim	40
79	1301 W. Pine	SW corner Pine and 19thst	Neat & Orderly Cycle	Mow/Trim	40
80	1305 W. Pine	SW corner Pine and 19th St. - 2nd Lot West	Neat & Orderly Cycle	Mow/Trim	40
81	1300 W. Pine	L-Shape lot 19th and North on 20th to Cottonwood	Neat & Orderly Cycle	Mow/Trim	65
82	321 S. 13th St.	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	34.50
83	401 N. 10th St.	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	34.50
84	300 Block N. 8th	Parking Lot and Vacant Lots	Bi-Weekly	Mow/Trim/Blow	80
85	Celebration Park	Penn & Chestnut	Bi-Weekly	Mow/Trim/Blow	34.50
86A	410 N. Penn Ave	Memorial Hall	Bi-Weekly	Mow/Trim/Blow	120
86B	126 E. Locust	City Vacant Lot	Bi-Weekly	Mow/Trim/Blow	30
87	119 N. 6th	Parking Lot by VFW	Bi-Weekly	Mow/Trim/Blow	40.25
88	200 N. 6th	City Parking Lot	Bi-Weekly	Mow/Trim/Blow	40.25
89	City Hall	120 N. 6th Street	Bi-Weekly	Mow/Trim/Blow	46
90	225 E. Main	Police Garage	Bi-Weekly	Mow/Trim/Blow	23
91	220 E. Maple	Independence Public Library	Bi-Weekly	Mow/Trim/Blow	57.50
92	405 Earl St	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	34.50
93	207 W. Laurel St	Grass along roadway - electric connections	Bi-Weekly	Mow/Trim/Blow	20
94	East City Limits	Welcome Sign Lot	Bi-Weekly	Mow/Trim	23
95	21st and Taylor Road	NW Corner Lot	Neat & Orderly Cycle	Mow	40
96	1037 Birdie Drive	City Vacant Lot	Neat & Orderly Cycle	Mow	170
97	So. 17th Street - City limits	ROW City Limits to Bridge - East and West Side	Neat & Orderly Cycle	Mow	34.50
98	628 So. 10th Street	City Park - West 1/2 Block from Alley to 10th	Bi-Weekly	Mow/Trim/Blow	46
99		911, 913, & 917 W Myrtle (35 each)	Bi-Weekly		105
100		800 BLK W Myrtle	Bi-Weekly		45
101		EMS Fire 900 W Myrtle	Bi-Weekly		135
102		800 W Laurel (Hospital building)	Bi-Weekly		105
103		900 & 908 W Myrtle	Bi-Weekly		50

BID SHEET

Proposals must be received by

2:00 p.m. on January 11, 2024

Any proposals received after the deadline will not be considered.
Bid Sheet is good for 60 days.

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

Bid Price – City Lots and Right of Way Mowing:

☒ I have marked the lots on the attached Exhibit A, with my unit price for mowing.

- Price to mow bi-weekly (two times a month) and neat & orderly (one time a month) would be: \$ 4895.50 (two bi-weekly & one neat & orderly)

☐ I decline to bid for City Lots and Right of Way mowing.

Bid Price – Nuisance Mowing

☒ I will bid nuisance lot mowing at \$ 35 per lot.
I agree to have a smartphone or tablet with internet access to access the City cloud and provide the required before and after photos of the lot.

☐ I decline to bid for nuisance mowing.



"Delivering Excellence"

Bid Price – Snow and Ice treatment and removal

1. ☒ Independence Library:
 - ☐ Price per snow event at Library
(meets all requirements of removal) \$ 600
2. ☒ Independence City Hall:
 - ☐ Price per snow event at City Hall \$ 600
(meets all requirements of removal)
3. ☒ Independence Memorial Hall:
 - ☐ Price per snow event at Memorial Hall \$ 600
(meets all requirements of removal)

☐ I decline to bid for snow & ice removal

The City of Independence reserves the right to award the bids as a combined package or single contracts for mowing, nuisance, and snow/ice removal.



"Delivering Excellence"

J&S Enterprise LLC - DBA: Goins Services

Company Name

PO Box 101 450854 E 317 Rd
Address Mailing Address

Cherryvale, KS Afton, OK
City and State Mailing City and State

620-515-2945
Phone / Mobile Phone

goinsservices@outlook.com
Email Address


Jared Goins
Owner Signature

01/10/2024
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Jim Gill Agency 215 W Main Cherryvale KS 67335	CONTACT NAME: PHONE (A/C, No, Ext): (620) 336-3812 FAX (A/C, No): (620) 336-2728 E-MAIL ADDRESS:
INSURED	J & S Enterprise LLC 450854 E 317 Rd Afton OK 74331-5581	INSURER(S) AFFORDING COVERAGE INSURER A : Columbia Insurance Group INSURER B : NCCI INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 40371

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CTPKS38882	03/14/2023	03/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	R2WC481528	08/25/2023	08/25/2024	PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

AI 000103

City Of Independence 120 N 6th Street Independence KS 67301-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 08224J MARCHANT NICO 13111 E 21ST ST, TULSA, OK 74134	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com														
INSURED J&S Enterprice LLC 450854 E 317 Rd Afton, OK 74331	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : United Financial Casualty Company</td><td>11770</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Financial Casualty Company	11770	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : United Financial Casualty Company	11770														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 232457600669825075D011024T201918

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	968823953	04/18/2023	04/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	N	N	968823953	04/18/2023	04/18/2024	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City Of Independence 120 N 6th St Independence, KS 67301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY 08224J MARCHANT NICO		NAMED INSURED J&S Enterprice LLC 450854 E 317 Rd Afton, OK 74331	
POLICY NUMBER 968823953			
CARRIER United Financial Casualty Company	NAIC CODE 11770	EFFECTIVE DATE: 04/18/2023	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Personal Injury Protection	Medical Expense of \$4,500
Uninsured/Underinsured Motorist	\$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2005 CHEVROLET SILVERADO 1GCHK29UX5E155423	
Comprehensive	\$500 Ded
Collision	\$500 Ded
2005 CHEVROLET SILVERADO 1GCJK33215F919507	
Comprehensive	\$500 Ded
Collision	\$500 Ded
1998 CHEVROLET GMT-400 1GBJC34J6WF069298	
2004 CHEVROLET SILVERADO 1GBJC33234F220030	
Comprehensive	\$500 Ded
Collision	\$500 Ded

Liability coverage may not apply to all scheduled vehicles.



"Delivering Excellence"

Bid Price – Snow and Ice treatment and removal

1. JD Independence Library:

- Price per snow event at Library
(meets all requirements of removal) \$ \$415.00 (#185 pretreat + \$230 snow removal)

2. JD Independence City Hall:

- Price per snow event at City Hall \$ \$302.50 (#125 pretreat + 177.50 snow removal)
(meets all requirements of removal)

3. _____ Independence Memorial Hall:

- Price per snow event at Memorial Hall \$ \$310.00 (#135 pretreat + \$175 snow removal)
(meets all requirements of removal)

_____ I decline to bid for snow & ice removal Please see "Snow Request Forms" For more info

The City of Independence reserves the right to award the bids as a combined package or single contracts for mowing, nuisance, and snow/ice removal.



Jack Degraw <jack@livetlc.com>

City

David Cowan <davidc@independences.gov>

Tue, Jan 16, 2024 at 10:04 AM

To: Jack Degraw <jack@livetlc.com>

Jack, I need to clarify something on the bid.

- \$3,931.77 is a monthly charge and you will mow (monthly):
 - The bi-weekly twice
 - Once a month (1) time

During wet season – the following may need to be mowed weekly but the schedule A (2nd page) was not in your submittal. What would be the additional charge (per week) if you had to mow the following lots again.

- May mow the following locations weekly, if needed due to wet season and tall grass. Additional Weekly Charge for the following lots is: \$ 885

- 410 N. Penn – Memorial Hall
- 220 E. Maple – Library
- 120 N. 6th – City Hall
- 300 blk N. 8th parking and vacant lot
- 401 N. Penn – Celebration Park
- 119 N. 6th – Parking lot by VFW
- 200 N. 6th – City Hall Parking Lot
- 225 E. Main – Police Garage
- 900 W. Myrtle - Fire-EMS
- 800 W. Laurel - Hospital Building

Jack Degraw 1/16/24

Thanks,

David Cowan

[Quoted text hidden]



	Location
1.a	911, 913 & 917 W. Myrtle
2a.	800 blk W. Myrtle (lot between 809 and 817 W. Myrtle) this lot has no number.
3a.	Fire-EMS – 900 W. Myrtle
4a.	800 W. Laurel (hospital building)
5a.	900 & 908 W. Laurel – Parking lot

City of Independence Addendum mowing loc

Description	Frequency
vacant lot	Neat & Orderly Cycle
vacant lot	Neat & Orderly Cycle
– area inside green line	Bi-weekly
Area inside Red line	Bi-weekly
(area inside red line)	Bi-weekly

Base bid for Neat and Orderly and Biweekly mow \$3,2

Additions in this Addendum: \$665/ month

(2 times x biweekly cut per month and 1 time per cut "

New Total: \$3,931.77

ations 1-15-24

Level of Service	Unit Cost
Mow/Trim/Blow	\$56.25
Mow/Trim/Blow	\$18.75
Mow/Trim/Blow	\$125
Mow/Trim/Blow	\$115
Mow/Trim/Blow	\$55
Total of Neat an Orderly add- On	\$75
Total of Bi-weekly Add- on add- On	\$295

\$66.77

'Neat and Orderly")

David Schwenker

From: Stephen Zimmerman <stephen@simpsonlawn.com>
Sent: Thursday, January 11, 2024 11:40 AM
To: David Cowan; David Schwenker
Cc: Adam Simpson; Stephen Zimmerman
Subject: Request for Proposal - Mowing 2024-2026
Attachments: Independence, KS Bid Packet.pdf; Certificate of Liability Insurance.pdf

Simpson Lawn Care is a premier lawn care and landscaping company that has been servicing the 4 states area since 2015. We work directly with the City of Joplin to service their nuisance lots and landscaping needs. As a premiere lawn care company we also provide services to Walmart and the State of Missouri.

References:

City of Joplin

Troy Bolander
Public Works Director
(417) 624-0820 ext. 1510

City of Joplin

Paul Bloomberg
Parks and Recreation Director
(417) 627-8879

Walmart Realty Inc.

Sarah Owens
Regional Supervisor
(816) 609-3735

State of Missouri

Dept. of Transportation
Michael McCormick
(888) 275-6636

Owner: Adam Simpson
Director of Operations/Supervisor/Main Contact: Stephen Zimmerman
Crew Leads: Kevin Houpt, Dexter Short
Crew Members: Daniel Rodriguez, Matthew Heun
Office Contact: Tammy Hunt

--

Stephen Zimmerman
Director of Operations
Simpson Lawn Care, Inc.
(417)429-1008



Contractual Request for Proposals

City of Independence Owned Property
Mowing Services
ROW and Landscape Maintenance
Nuisance Mowing
Snow Removal

Issued by:

City of Independence Kansas
120 N. 6th Street
Independence, Ks. 67301

The proposal must be submitted by
No later than 2:00 p.m. on January 11, 2024
There will not be a public opening for this RFP



"Delivering Excellence"

Contractual Mowing Request for Proposals

Invitation for Bids

The purpose of the Request for Proposal (RFP) is to obtain quotes and/or bids to provide:

- Mowing and landscape maintenance of City Property
- Nuisance mowing
- Snow & Ice

Bidders may bid the package as a whole or provide individual bids for the services requested. The contractual service agreement will be for (3) years or 2024 through 2026.

All Communications regarding this RFP and for obtaining a complete RFP packet of information should be directed to:

David Cowan
Asst. City Manager
120 N. 6th Street
Independence, Kansas 67301
davidc@independenceks.gov
[620.332.2528](tel:620.332.2528) or [620.330.0056](tel:620.330.0056)

To be considered, each Contractor must submit a completed proposal bid form, certificate of liability insurance, and any additional information requested in the RFP with their proposal packet. The proposal bid form must be signed and include a statement as to the period during which the proposal remains valid.

Responses to this RFP will be evaluated based on a selection process consisting of:

- A review by the City of the Contractor's response to the RFP, to determine if the proposal meets all criteria for consideration.
- Relevant experiences, project understanding, project requirements, strength of the proposal, and proposed fees.

Every effort will be made to adhere to the following schedule:

- Distribute RFP December 15, 2023
- Pre-Bid site inspections by appointment with the Assistant City Manager
- Proposal Submission Deadline January 11, 2024 at 2:00 PM
- Selection by February 8, 2024



"Delivering Excellence"

Note: Pre-inspection of locations must be scheduled with our Assistant City Manager at 620-332-2528 prior to bid acceptance.

Envelopes shall be marked "Request for Proposal – Mowing 2024-2026" on the outside of the envelope, Email Subject line or Fax Subject line.

Instructions for Bidders

The City of Independence requests bids to mow vacant lots, public land space and public right-of-way, nuisance mowing and snow/ice removal. The City desires contractors to supply mowing service for this city's land, right-of-way, nuisance and snow removal services. The selected Contractor (s) will be responsible for mowing and landscape maintenance services to the City of Independence for the 2024 season from April 2024 through November 1, 2026. Please refer to Exhibit A & B for the complete list of locations of City property and right of way to be mowed. Exhibit C is a list of snow removal and ice treatment areas.

Scope of Work

The work to be completed will include bi-weekly (twice a month) mowing and as needed mowing yards (monthly) maintaining grass and vegetation within each reported area neatly and professionally. Greenery in and around structures, walks, trees, parking areas, sidewalks, or other similar items shall be mowed to a neat appearance as well as string trimmer (weed eater, weed whipping, etc.). The Contractor shall neatly mow grass and vegetation to a height of 2.5 inches (2.5"). All trash, limbs and debris in the mowing area shall be removed from the area before and after mowing by the Contractor. Grass and vegetation clippings shall be blown or swept off walkways, driveways, trails, sidewalks, etc. Vegetation clippings shall not be blown or deposited on the city streets or walkways.

A number of areas described above dry out and do not grow during hot periods of the summer months. It will be the contractor's responsibility to factor this into their bidding for services listed in Exhibit A as {Bi-weekly} (may not need to be mowed every 2 weeks) to provide the best possible price. The City expects these areas to be kept in a neat and orderly groomed appearance. It will be the Contractor's responsibility to choose a mowing cycle for each area to meet the expectation of the approval of the Asst. City Manager.

- The following locations may need additional mowing (or when requested) during wet periods (bi-weekly) and shall be billed at the unit price submitted by the contractor when additional mowing is required.
 - 410 N. Penn – Memorial Hall
 - 220 E. Maple – Library
 - 120 N. 6th – City Hall
 - 300 blk N. 8th parking and vacant lot
 - 401 N. Penn – Celebration Park
 - 119 N. 6th – Parking lot by VFW
 - 200 N. 6th – City Hall Parking Lot
 - 225 E. Main – Police Garage



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The chosen Contractor must be able to respond to and comply with all elements listed in this section. Failure to comply can and will result in the termination of a bid proposal or service contract. Elements include:

- Contractor must provide all equipment required to provide the requested service.
- Mowing height is 2.5 inches (2.5")
- Grass clippings will not be mowed or blown into the streets or roads
- Mowing over garbage is prohibited
- All garbage, tree limbs, and debris must be picked up and disposed of by the contractor
- Damage to trees, light posts, sign posts, etc. by mowers or string trimmers is prohibited
- Equipment operators should wear a shirt identifying them as nuisance mower. (City will provide safety vest or T-shirt to meet this requirement)
- **Memorial Hall, City Hall, Celebration Park, Police Garage, and downtown parking lots may require more than bi-weekly mowing during wet periods. (indicate on the bid sheet a unit price for additional mowing)**

Scope of Work – Nuisance Mowing

Nuisance lots are properties that have been cited by the City Code Enforcement Office for tall grass and have failed to be mowed.

The Contractor awarded the Nuisance contract will be responsible for following the following procedures for mowing nuisance.

- The Contractor will submit a price for mowing nuisance lot. This price is good for all nuisance lots regardless of the size.
- The Contractor will be given a city email address for all correspondence and notices to mow will be sent.
- Contractor must access a secure cloud service and submit pictures before and after mowing a nuisance lot.
 - Smart Phone or Tablet with internet service can access the cloud service
 - The contractor is responsible for providing the equipment needed to access the cloud service.
- Arrival at the nuisance lot.
 - A picture of the lot shall be taken before mowing
- Mowing nuisance lots:
 - Contractor must provide all equipment required to provide the requested services. Contractor shall also provide equipment that he can gain access through gates into backyards. Push mowers, commercial weed eaters etc. are acceptable for this purpose.
 - Mowing height is 3.0 inches, max (4.0")
 - Grass clippings will not be mowed or blown into the streets or roads
 - Mowing over garbage is prohibited
 - All garbage, debris and tree limbs must be picked up and disposed of
 - Damage to trees, light posts, sign posts, etc. by mowers or string trimmers is prohibited
 - Equipment operators should wear a shirt identifying them as nuisance mower. (City will provide safety vest or T-shirt to meet this requirement)
 - Weed Eater trimming around building, fences, etc.

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- If the property owner has mowed a nuisance lot before the arrival of the Contractor, Contractor will take a picture of the lot per the cloud services and close the request. There is no charge for this lot paid to the contractor.
- Completion of the lot:
 - Contractor will take a photo and submit it to the cloud services
- The Contractor has (7) days to respond to a City nuisance lot mowing Request. If unable to mow within (7) days, the Contractor will notify City for the reason of the delay. Weather will be considered.
- Submitting the before and after photo will be reviewed by the code enforcement officer and approved for payment.

FOR PAYMENT – BEFORE AND AFTER MOWING PICTURES OF A NUISANCE LOT MUST BE SUBMITTED TO THE CLOUD SERVICES.

Snow & Ice Removal

The City is requesting bids for snow and ice removal. The bid awarder will be responsible for pre-treatment prior to a snow or ice event forecasted and snow & ice removal treatment during and after the event in order to provide safe access for citizens.

Locations for snow & ice removal are:

- 1. 200 E. Maple – Independence Public Library**
- 2. 410 N. Penn Ave – Specific locations specified**
- 3. 120 N. 6th – City Hall**

Scope of Work

The contractor shall provide pre-treatment of these areas before a snow/ice event forecasted for the area. The contractor shall provide periodic clearing of snow and ice treatment during a winter storm event during business hours (8 a.m. – 5 p.m.) Monday – Friday in order to provide safe access for citizens. The contractor may use snowblowers, shovels, and equipment to remove snow.

- 200 E. Maple – sidewalks, ADA ramp, and library entrances shall be treated and cleared of snow. The car parking in front of the library on the North side of Maple and West side of 5th street shall be cleared by a plow to allow citizens an area to park and access the library.
- 410 N. Penn Ave. – Main sidewalk on the West side, North and East shall be treated and cleared of snow. The Circle drive and entrance to the Civic Center shall be treated and cleared of snow. ADA ramps are included in treatment and clearing of snow. (Do Not include the West entrance in this RFP, only the sidewalk.)
- 120 N. 6th – Main sidewalks on the south, west and north sides of the building. All entrances (south, west, and north) shall be treated and snow removal. Including in this is snow removal on the south, west, north inset, north driveway snow and ice treatment.

Winter storm events that occur during the overnight hours, the contractor shall have the facilities cleared by 8:00 am or as needed if the winter storm event is still occurring the next day.



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The contractor is responsible to monitor these locations until the winter storm event is over and the snow and ice concerns are no longer a safety issue. Ice treatment may be required for several days after the event.

Invoicing:

The contractor awarded the bid will submit invoices to the City for payment. Invoices shall include the following information for payment.

- **Location mowed**
- **Date mowed**
- **Type of lot: City Property, Nuisance or Snow Removal**
- **Charges for the services**

Invoicing may be mailed to the City or emailed to ana.robinson@independenceks.gov

Selection Process

The City will take into account such matters it considers appropriate in selecting the successful Contractor. The City reserves the right to contract with one or more vendors for maintenance mowing, nuisance and snow removal and to reject, for any reason, any and all bids. Evaluation criteria will include:

- The Contractor's understanding of the assignment and ability to follow bidding instructions.
- The Contractor's proposed fee for individual maintenance areas and one lump sum for all areas
- The experience and qualifications of the Contractor
- References (provide a minimum of three account references)

Bidder Qualifications & Proposals

The requests that contractors interested in submitting proposals:

1. Clearly outline (on the provided bid form) the unit price for each mowing area or landscape maintenance area specified.
2. Submit a summary of your experience and qualifications.
3. Submit three account references that you currently service.
4. Submit a certificate of liability insurance and automobile/mowing equipment insurance (The Contractor will need to name the City as additional insured and meet the following liability limits if awarded a maintenance contract: \$1.0 million per occurrence). Also, submit proof of statutory worker's compensation coverage under Kansas law.
5. Specify the staff to be involved (primary contact, mowing operators, single proprietor, clerical contact, and owner or owner's agent).

The Contractor should be aware of the following:



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- The proposal should confirm that neither the Contractor nor any employee would be in a conflict of interest with respect to the proposal if the Contractor were to be selected to perform the services required.
- All proposals will be the property of the City of Independence
- The lowest proposal will not necessarily be accepted. The City reserves the right to reject all bids, award the agreement, interview contractors, negotiate specific terms of the agreement, and make other adjustments as required in consultation with the successful Contractor.
- Responding to the RFP may be by Mail, Fax or email.
 - Mail: Sealed envelopes marked "Request for Proposal – Mowing 2024-2026" with the proponent's name and address shown on the upper left-hand corner of the envelope, must be received prior to 2:00 pm on January 11, 2024.
 - Email: Attachment marked "Request for Proposal – Mowing 2024-2026."
 - Fax: Subject: Request for Proposal – mowing 2024-2026
 - RFP Bids may be submitted by:
 - Mail – Attn: RFP Mowing 2024-2026 – David S. – 120 N. 6th – Independence, Ks. 67301
 - Fax – 620.331.1628
 - Email: davids@independenceks.gov / davidc@independenceks.gov

Terms and Conditions

1. Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the work site, the obstacles that may be encountered, and all other relevant matters concerning the work to be performed under this contract.
2. The Contractor shall assume full responsibility for its employees or agents' actions and shall repair or replace any damaged item or area of the City properties caused by the actions of its employees or agents unless said damage occurred under circumstances beyond their reasonable control as determined by the City.
3. Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the City. The Contractor shall inform the City of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the City, the City reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damage caused by the Contractor, and deduct these costs from any payment due the Contractor.
4. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of the City of Independence; but in no case shall consent relieve the Contractor from his obligations or change the terms of the contract.
5. The contract may be canceled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. The City of Independence reserves the right to terminate the service at any time during the term of the contract upon thirty (30) days written notice to the Contractor. Failure of the Contractor to

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deliver services within the time stipulated unless extended in writing by the City of Independence, shall constitute contract default.

6. The Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract. The Contractor shall return all calls or pages within one hour of the City placing the call. On-site response time for complaints must be within 24 hours of the City's initial call. The Contractor must assign an English-speaking crew leader to monitor all work being performed within the City. Failure to comply with the accessibility requirements shall be deemed substandard work and subject to the same penalties.
7. The undersigned hereby affirms and states that the prices quoted herein constitute the City's total cost for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expenses, inspection costs, all profits and all other work services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered collectively.
8. The City of Independence request invoices for mowing or snow removal be emailed to the City of Independence, iana.robinson@independenceks.gov or mailed to 120 N. 6th, Independence, Kansas. Invoices must indicate:
 - a. Location of Property and type of mowing or snow removal
 - b. Date and time mowed or snow removed
 - c. Employee doing the work
 - d. Charges per lot



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BID SHEET

Proposals must be received by

2:00 p.m. on January 11, 2024

Any proposals received after the deadline will not be considered.
Bid Sheet is good for 60 days.

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

Bid Price – City Lots and Right of Way Mowing:

☒ I have marked the lots on the attached Exhibit A, with my unit price for mowing.

- Price to mow bi-weekly (two times a month) and neat & orderly (one time a month) would be: \$6,672 per month (\$46,704 April 1 - October 31)

☐ I decline to bid for City Lots and Right of Way mowing.

Bid Price – Nuisance Mowing

☒ I will bid nuisance lot mowing at \$ 55.00 per lot.

I agree to have a smartphone or tablet with internet access to access the City cloud and provide the required before and after photos of the lot.

☐ I decline to bid for nuisance mowing.



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Bid Price – Snow and Ice treatment and removal

1. _____ Independence Library:
 - Price per snow event at Library
(meets all requirements of removal) \$ _____
2. _____ Independence City Hall:
 - Price per snow event at City Hall \$ _____
(meets all requirements of removal)
3. _____ Independence Memorial Hall:
 - Price per snow event at Memorial Hall \$ _____
(meets all requirements of removal)

☒ I decline to bid for snow & ice removal

The City of Independence reserves the right to award the bids as a combined package or single contracts for mowing, nuisance, and snow/ice removal.



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Simpson Lawn Care, Inc.

Company Name

1551 Prairie Flower Rd.

Address

Webb City, MO 64870

City and State

Office : (417) 717-5030, Supervisor (417) 429-1008

Phone / Mobile Phone

stephen@simpsonlawn.com

Email Address



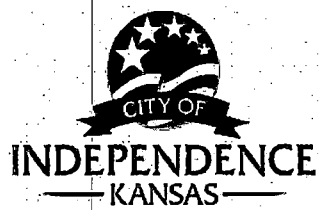
Owner Signature

01/11/2024

Date

1	21 Street and Mulberry	Water Tower	Bi-Weekly	Mow/Trim	\$44.00
2	401 E. Sycamore	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$125.00
3	701 N. Park Blvd	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$125.00
4	311 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
5	317 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
6	321 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
7	401 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
8	409 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
9	620 & 622 N. Park Blvd	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
10	1201 S. Cement	SE Lift Station	Bi-Weekly	Mow/Trim	\$62.00
11	900 S. 6th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
12	828 S. 6th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
13	817 S. 6th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$83.00
14	713 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
15	717 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
16	721 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
17	725 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
18	729 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
19	734 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
20	728 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
22	801 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
22	613 S. 8th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
23	617 S. 8th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
24	623 S. 8th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
25	629 S. 8th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
26	517 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
27	521 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
28	601 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
29	604 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
30	605 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
31	608 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
32	609 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
33	614 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
34	615 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
35	617 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
36	620 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
37	621 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
38	628 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
39	629 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
40	516 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
41	521 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
42	525 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
43	529 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
44	605 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
45	615 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
46	617 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
47	621 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
48	625 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
49	629 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
50	633 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
51	524 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
52	600 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
53	601 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
54	604 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
55	605 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
56	608 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
57	609 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
58	612 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
59	613 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
60	615 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
61	614 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
62	623 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$83.00
63	632 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
64	317 S. 19th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
65	501 S. 19th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
66	510 S. 19th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
67	520 S. 19th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
68	1000 Blk S. 17th	City Pump Station	Bi-Weekly	Mow/Trim	\$62.00
69	835 S. 17th St.	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$62.00
70	833 S. 18th	vacant lot	Neat & Orderly Cycle	Mow/Trim	\$44.00
71	510 S. 19th	500 Blk S. 19th - East Side Middle of block	Neat & Orderly Cycle	Mow/Trim	\$62.00
72	520 S. 19th	500 Blk S. 19th - East Side - Corner lot	Neat & Orderly Cycle	Mow/Trim	\$62.00
73	521 S. 19th	500 Blk S. 19th - West Side	Neat & Orderly Cycle	Mow/Trim	\$44.00
74	19th and Maple	NE Corner lot	Neat & Orderly Cycle	Mow	\$150.00

75	1412 W. Maple	Triangle North of Bldg	Neat & Orderly Cycle	Mow	\$44.00
76	East and West Main Overpass	Easements on each side of overpass	Neat & Orderly Cycle	Mow/Trim	\$275.00
77	116 S. 23rd Street	AWOL Lot	Bi-Weekly	Mow/Trim	\$187.50
78	19th and Pine	Easement where Pine runs into train tracks	Neat & Orderly Cycle	Mow/Trim	\$44.00
79	1301 W. Pine	SW corner Pine and 19thst	Neat & Orderly Cycle	Mow/Trim	\$44.00
80	1305 W. Pine	SW corner Pine and 19th St. - 2nd Lot West	Neat & Orderly Cycle	Mow/Trim	\$44.00
81	1300 W. Pine	L-Shape lot 19th and North on 20th to Cottonwood	Neat & Orderly Cycle	Mow/Trim	\$125.00
82	321 S. 13th St.	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
83	401 N. 10th St.	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
84	300 Block N. 8th	Parking Lot and Vacant Lots	Bi-Weekly	Mow/Trim/Blow	\$44.00
85	Celebration Park	Penn & Chestnut	Bi-Weekly	Mow/Trim/Blow	\$62.00
86	410 N. Penn Ave	Memorial Hall	Bi-Weekly	Mow/Trim/Blow	\$125.00
86	126 E. Locust	City Vacant Lot	Bi-Weekly	Mow/Trim/Blow	\$62.00
87	119 N. 6th	Parking Lot by VFW	Bi-Weekly	Mow/Trim/Blow	\$44.00
88	200 N. 6th	City Parking Lot	Bi-Weekly	Mow/Trim/Blow	\$62.00
89	City Hall	120 N. 6th Street	Bi-Weekly	Mow/Trim/Blow	\$44.00
90	225 E. Main	Police Garage	Bi-Weekly	Mow/Trim/Blow	\$15.00
91	220 E. Maple	Independence Public Library	Bi-Weekly	Mow/Trim/Blow	\$44.00
92	405 Earl St	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	\$44.00
93	207 W. Laurel St	Grass along roadway - electric connections	Bi-Weekly	Mow/Trim/Blow	\$15.00
94	East City Limits	Welcome Sign Lot	Bi-Weekly	Mow/Trim	\$44.00
95	21st and Taylor Road	NW Corner Lot	Neat & Orderly Cycle	Mow	\$83.00
96	1037 Birdie Drive	City Vacant Lot	Neat & Orderly Cycle	Mow	\$200.00



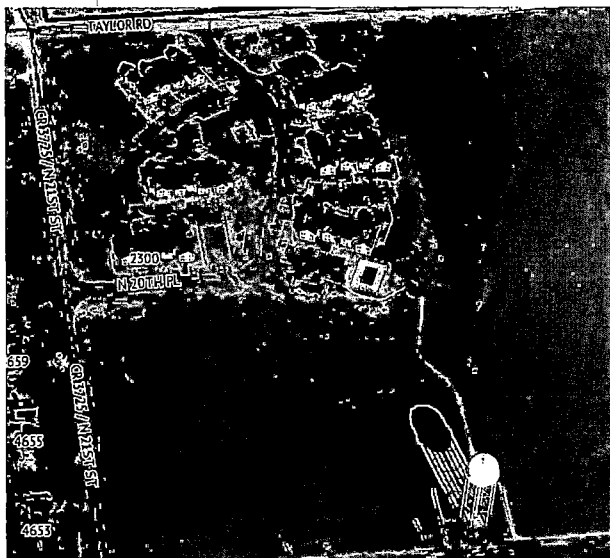
"Delivering Excellence"

City of Independence Kansas

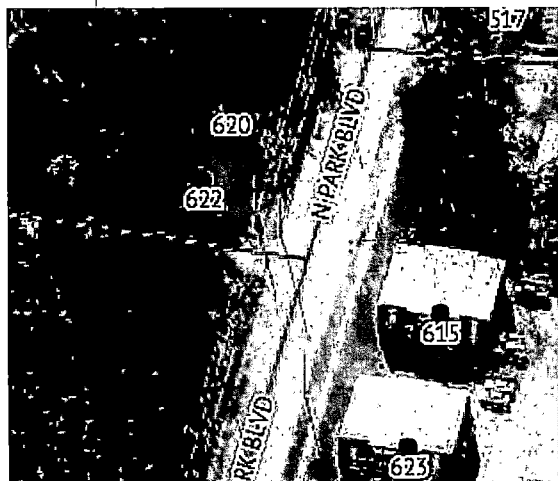
RFP – Mowing Services – 2024 through 2026

RE: Locations to be mowed

1. Mulberry Street Water Tower



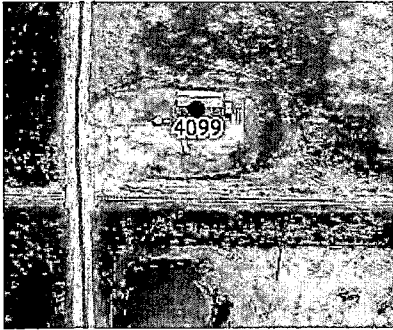
2. 600 & 622 N. Park Blvd





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3. 1201 S. Cement 4100 CR 4099



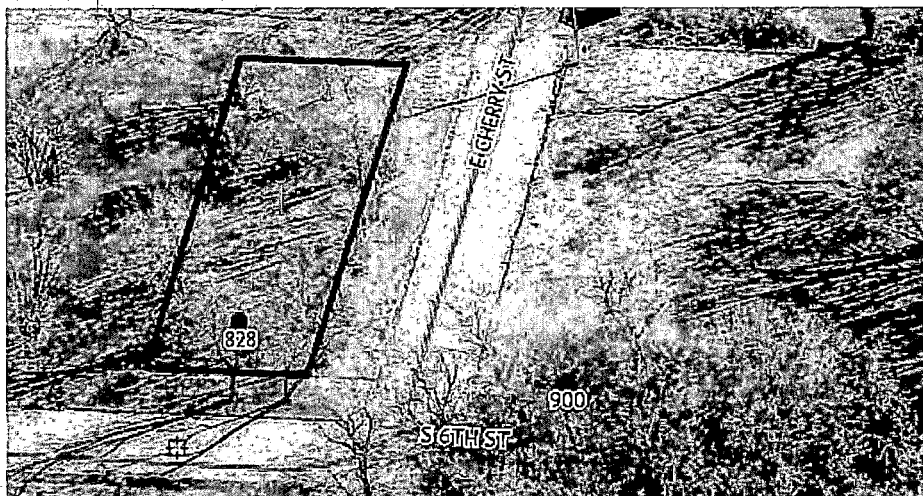
3. 900 S. 6th



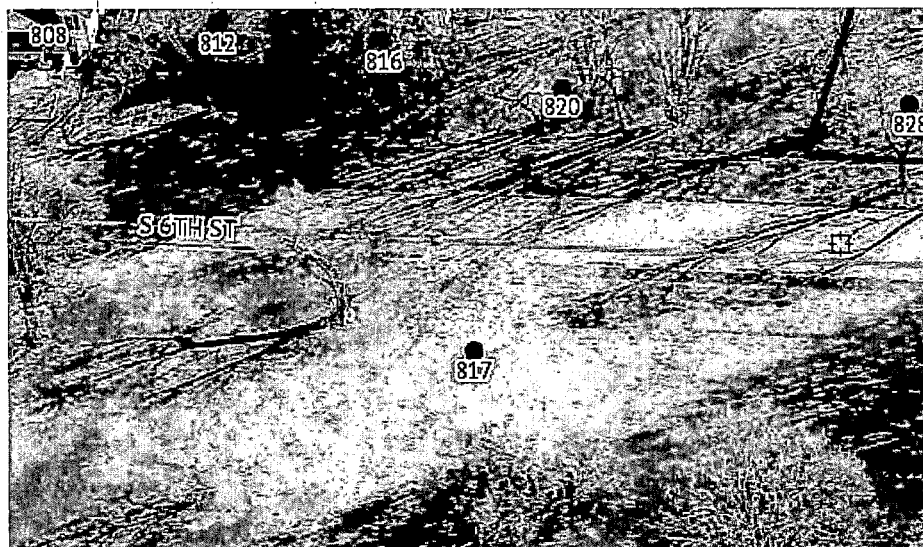
4. 311, 317, 321, 401 & 409 E. Cottonwood



5. 828 S. 6th



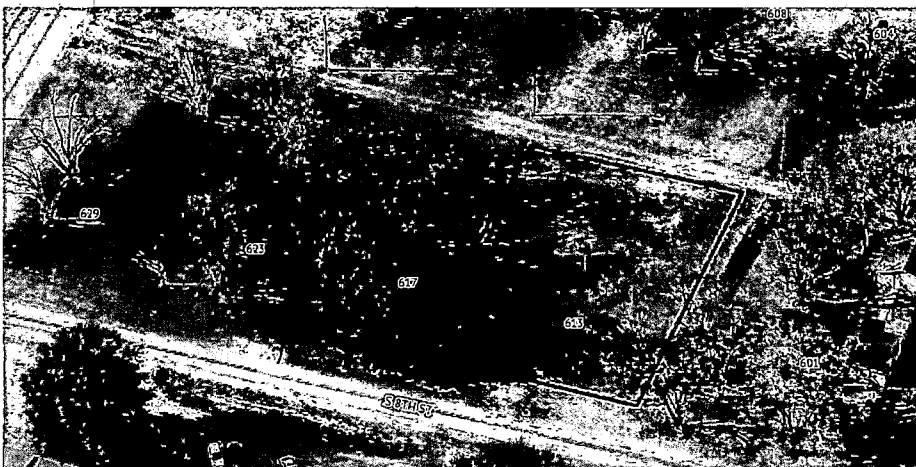
6. 817 S. 6th



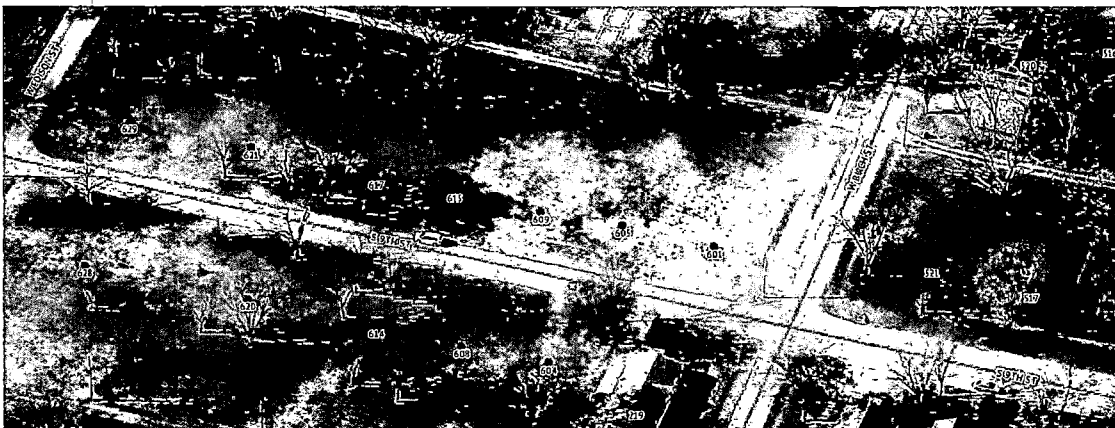
7. 713, 717, 721, 725, 729, 724, 728 & 801 S. Penn Ave



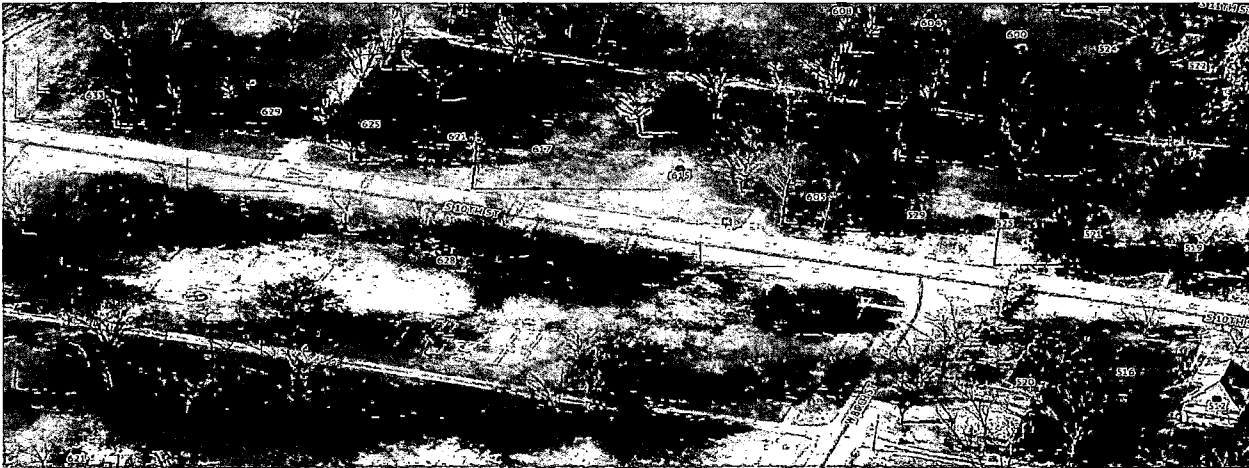
7. 613, 617, 623 & 629 S. 8th



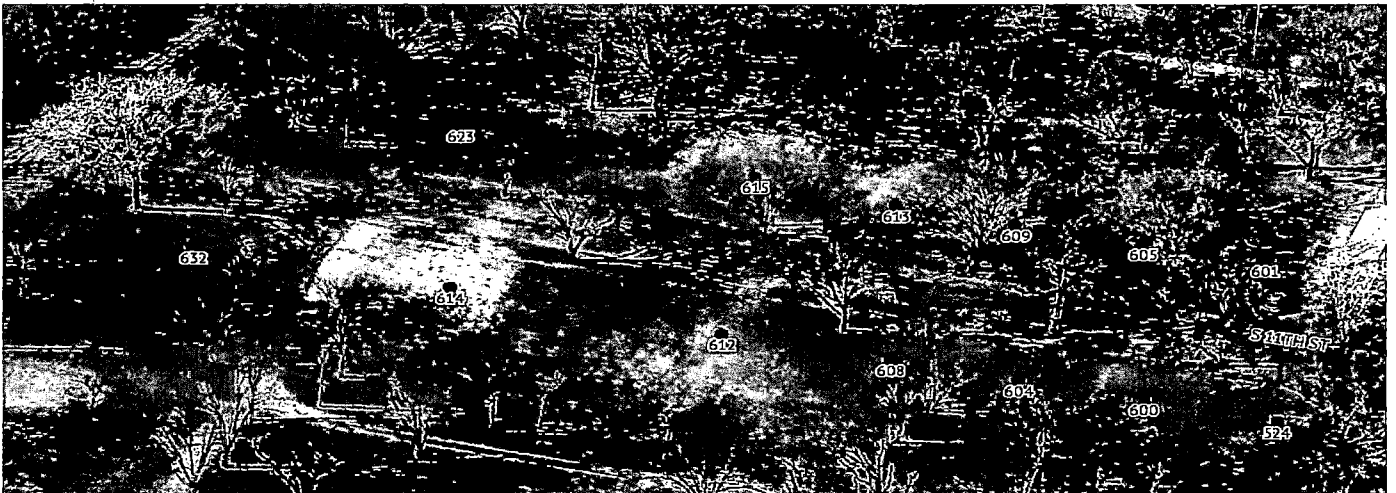
8. 517, 521, 601, 604, 605, 608, 609, 614, 615, 617, 620, 621, 628, 629 S. 9th Street



9. 516, 521, 529, 605, 615, 617, 6212, 625, 628, 629, 633 – S. 10TH Street.



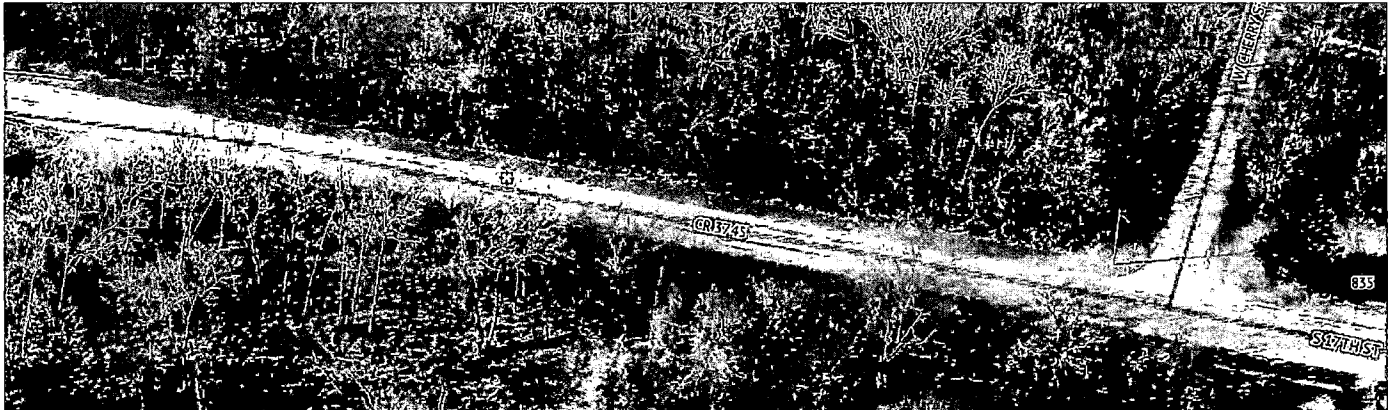
10. 524, 600, 601, 604, 605, 608, 609, 612, 613, 615, 614, 623, 632 - S. 11th Street



11. City Pump Station – 1000 blk So. 17th Street. (across bridge on the East side of the road)



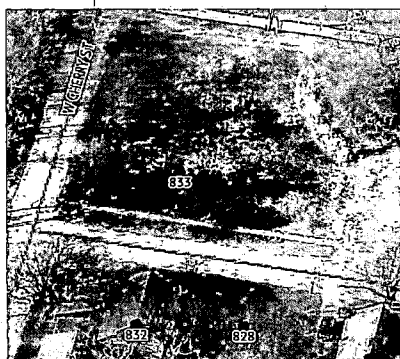
12. Easement So. 17th Street – City limits to the bridge on the East and West side of the road. (mow ditch line)



13. 835 S. 17th Street



14. 833 S. 18th Street



15. 510 & 520 So. 19th Street



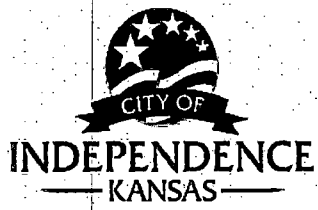
16. 521 S. 19th Street



17. 19th and Maple – NE Corner – City Lot



18. 1412 W. Maple – Triangle North of the building (in red)



"Delivering Excellence"



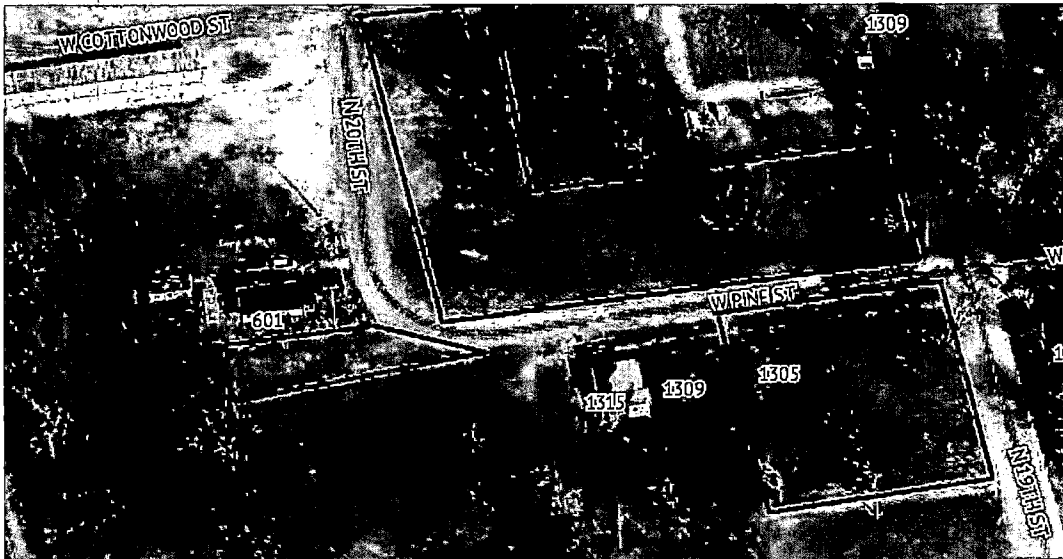
19. West side of Main Street Overpass – Easement on both sides of the bridge. (area inside red box on the side of the road.



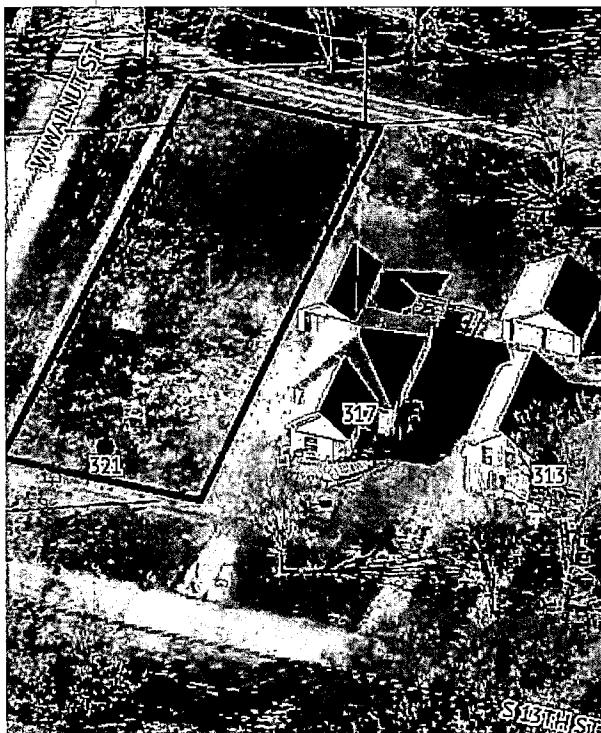
20. 116 S. 23rd Street – AWOL lot



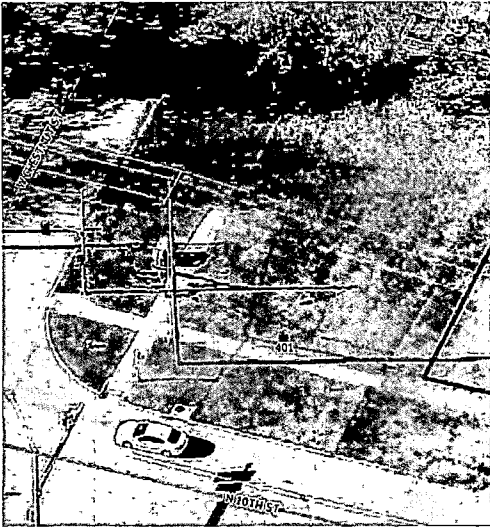
21. 1301, 1305, 1300, & 19th & Pine Easement. (Areas inside the red boxes)



22. 321 S. 13th Street Lot



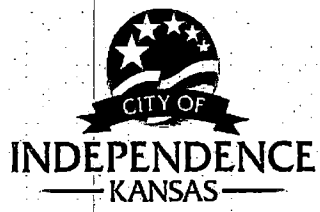
23. 401 N. 10th Street – Vacant Lot NW Corner



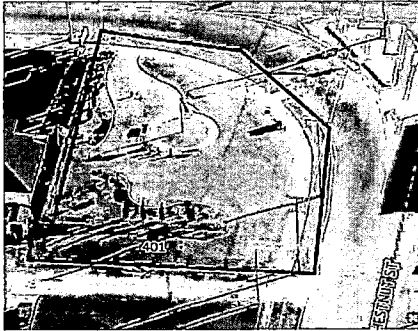
24. 300 blk N. 8th – City Parking Lot & vacant lot (area in red box)



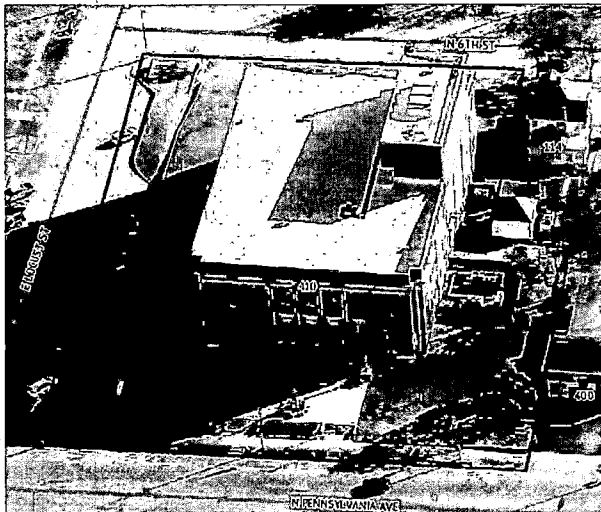
25. 401 N. Penn Ave – Celebration Park



"Delivering Excellence"



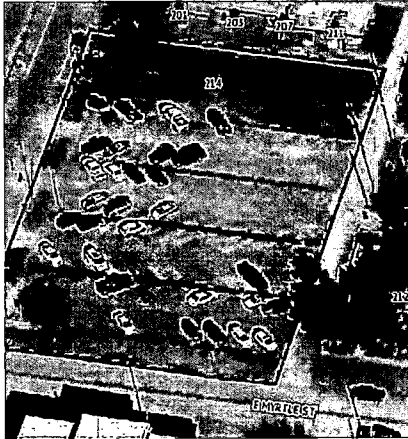
26. 410 N. Penn Ave – Memorial Hall



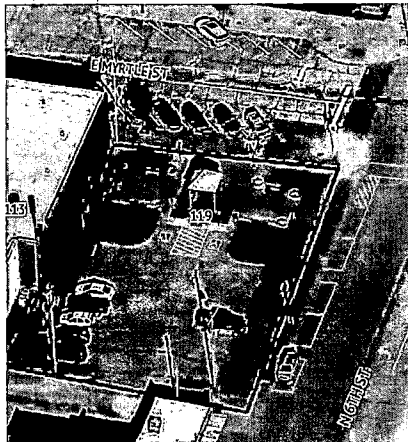
27. 126 E. Locust – Vacant Lot



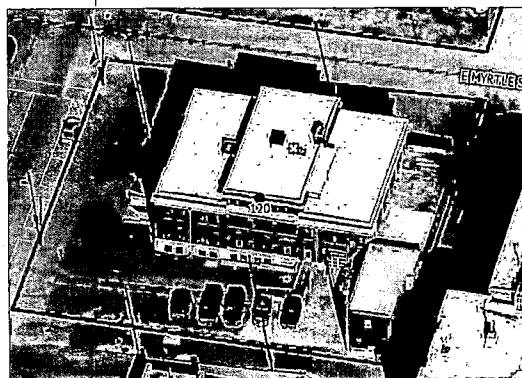
28. City Hall Parking Lot 200 N. 6th



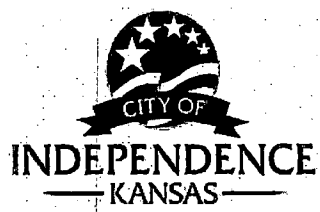
29. 119 E. Myrtle Park/Parking Lot



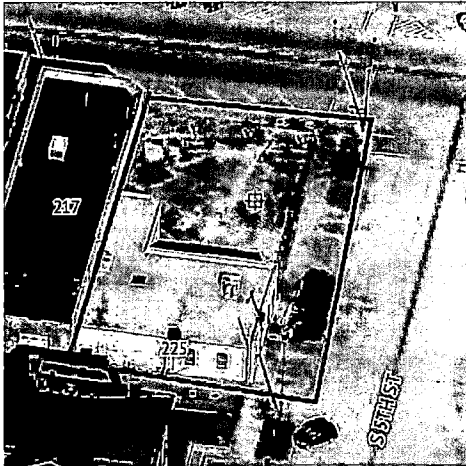
30. 120 N. 6th – City Hall



31. Police Garage – 225 E. Main (Grass along curb edge)



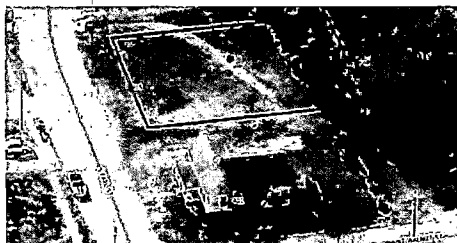
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32. 220 E. Maple – Independence Public Library



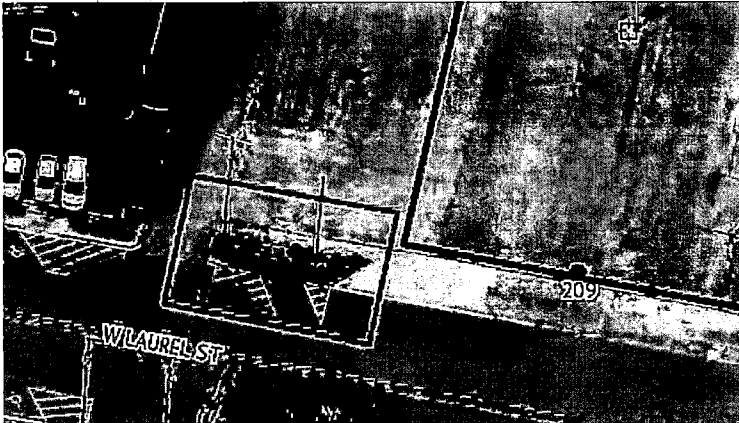
33. 405 Earl Street – Vacant Lot



34. 207 W. Laurel Street – along curb grass around electrical boxes. (in red box)



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35. East Main City Limits – Welcome Sign



36. 21st and Taylor – City Lot NW Corner of intersection



37. 1037 Birdie Dr – City Lot (in red)



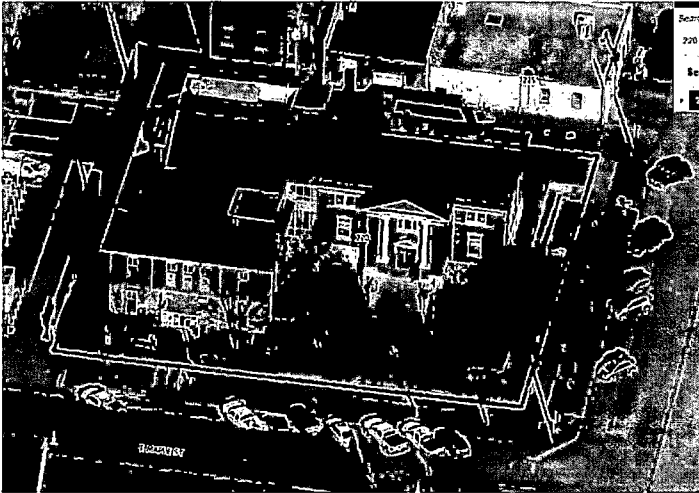


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Exhibit C. Snow Removal

City of Independence Kansas – RFP

1. Independence Library – 220 E. Maple Street



Sidewalks:

- South and West sidewalks including ADA ramp at the corner.

Parking

- Clear Parking South and East side of the building

STRATEGIC VISION: *Customer Service Excellence – Continuous Improvement – Teamwork*

David J. Cowan, Assistant City Manager-Director of Safety

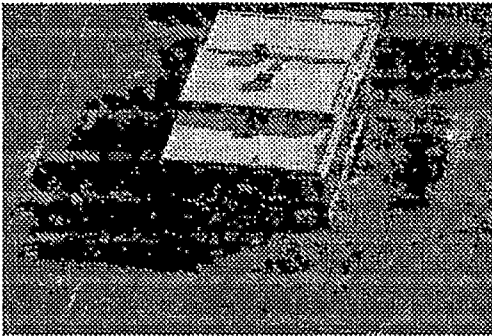
P +1.620.332.2528 | M +1.620.330.0056 | F + 1.620.331.1628 | davidc@independenceks.gov

City of Independence | 811 W. Laurel Street | Independence, Kansas 67301



"Delivering Excellence"

2. City Hall – old picture



Sidewalks

- North, West and South side of the building

Entrances

- North, West and South side of the building

Parking

- Southside
- Front – East side of 6th in front of the building
- North – inset parking and driveway

STRATEGIC VISION: *Customer Service Excellence – Continuous Improvement – Teamwork*

David J. Cowan, Assistant City Manager-Director of Safety

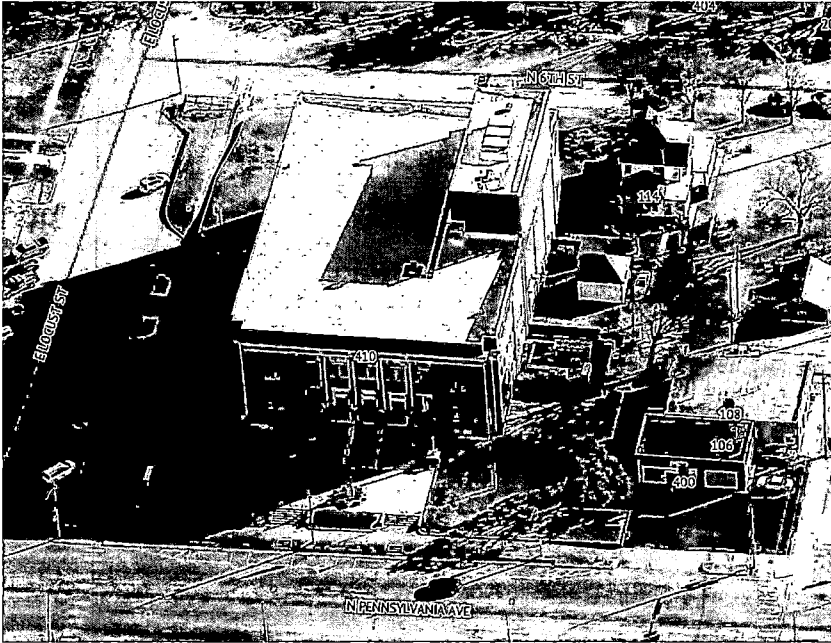
P +1.620.332.2528 | **M** +1.620.330.0056 | **F** + 1.620.331.1628 | davidc@independencets.gov

City of Independence | 811 W. Laurel Street | Independence, Kansas 67301



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3. Memorial Hall



Sidewalks

- North, West and East side of the building

Entrances

- North side of the building and circle drive

Parking

- North – circle drive

STRATEGIC VISION: *Customer Service Excellence – Continuous Improvement – Teamwork*

David J. Cowan, Assistant City Manager-Director of Safety

P +1.620.332.2528 | M +1.620.330.0056 | F + 1.620.331.1628 | davidc@independenceks.gov

City of Independence | 811 W. Laurel Street | Independence, Kansas 67301



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Missouri Farm Bureau Insurance Brokerage Inc PO Box 658 Jefferson City MO 65102	CONTACT NAME:
	PHONE (A/C No, Ext): 573-893-1510
	FAX (A/C, No): 573-893-1857
	E-MAIL Address: genbrok@mofb.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Concert Specialty Insurance Company
	INSURER B: Starstone Specialty Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES	CERTIFICATE NUMBER: 1430122571	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		CSTMGL000081300	1/18/2023	1/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		CSX00041153P-00	6/13/2023	6/13/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Products/Completed Ag \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Independence Kansas
120 N 6th Street
Independence KS 67301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jamie Baa

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Contractual Mowing Request for Proposals

City-Owned Property ROW and Landscape Maintenance

Issued by:

City of Independence Kansas
811 W. Laurel Street
Independence, Ks. 67301

The proposal must be submitted by
No later than 2:00 p.m. on April 15, 2021
There will not be a public opening for this RFP

Contractual Mowing Request for Proposals

Invitation for Bids

The purpose of the Request for Proposal (RFP) is to obtain quotes and/or bids to provide mowing and landscape maintenance to City property and right-of-way for the City of Independence for 2021.

All Communications regarding this RFP and for obtaining a complete RFP packet of information should be directed to;

David Cowan
Asst. City Manager
811 W. Laurel St.
Independence, Kansas 67301
davidc@independenceks.gov

To be considered, each Contractor must submit a completed proposal bid form, certificate of liability insurance, and any additional information requested in the RFP with their proposal packet. The proposal bid form must be signed and include a statement as to the period during which the proposal remains valid.

Responses to this RFP will be evaluated based on a selection process consisting of:

- A review by the City of the Contractor's response to the RFP, to determine if the proposal meets all criteria for consideration.
- Relevant experiences, project understanding, project requirements, strength of the proposal, and proposed fees.

Every effort will be made to adhere to the following schedule:

- Distribute RFP March 30, 2021
- Pre-Bid site inspections by appointment with City Manager
- Proposal Submission Deadline April 15, 2021 (2:00 PM)
- Selection by April 22, 2021

Note: Pre-Inspection of locations must be scheduled with our Assistant City Manager at 620-332-2528 prior to bid acceptance.

Envelopes shall be marked "Request for Proposal – Mowing 2021" on the outside of the envelope.



"Delivering Excellence"

Instructions for Bidders

The City of Independence is requesting bids to mow vacant lots, public land space and public right-of-way. The City desires contractors to supply mowing service for this city land and right-of-way. The selected Contractor (s) will be responsible for mowing and landscape maintenance services to the City of Independence for the 2021 season from April 2021 through November 1, 2021. **Please refer to Exhibit A for the complete list of locations to be mowed.**

Scope of Work

The work to be completed will include both bi-weekly mowing and as needed mowing yards maintaining grass and vegetation within each reported area neatly and professionally. Greenery in and around structures, walks, trees, parking areas, sidewalks, or other similar items shall be mowed to a neat appearance as well as string trimmed (weed eater, weed whipping, etc.). The Contractor shall neatly mow grass and vegetation to a height of 2.5 inches (2.5"). All trash and debris in the mowing area shall be removed from the area before and after mowing by the Contractor. Grass and vegetation clippings shall be blown or swept off of walkways, driveways, trails, sidewalks, etc. Vegetation clippings shall not be blown or deposited on the city streets or walkways.

A number of areas described above dry out and do not grow during hot periods of the summer months. It will be the responsibility of the contractor to factor this into their bidding for services listed in Exhibit A as {Bi-weekly} to provide for the best possible price. The City's expectation is that these areas are to be kept in a neat and orderly groomed appearance. It will be the responsibility of the Contractor to choose a mowing cycle for each area to meet the expectation the approval of the Asst. City Manager.

The chosen Contractor must be able to respond to and comply with all elements listed in this section. Failure to comply can and will result in the termination of a bid proposal or service contract. Elements include:

- Mowing height is 2.5 inches (2.5")
- Grass clippings will not be mowed or blown into the streets or roads
- Mowing over garbage is prohibited
- All garbage must be picked up and disposed of
- Damage to trees, light posts, sign posts, etc. by mowers or string trimmers is prohibited
- Equipment operators must wear at all times high visibility reflective safety vests, jackets, or shirts while operating equipment in road ROW
- **Memorial Hall, Celebration Park, EMS Station, downtown parking lots may require more than bi-weekly mowing. (indicate on the bid sheet a unit price for additional mowing)**

Selection Process

The City will take into account such matters it considers appropriate in selecting the successful Contractor. The City reserves the right to contract with one or more vendors for maintenance and mowing and to reject, for any reason, any and all bids. Evaluation criteria will include:

- The Contractor's understanding of the assignment and ability to follow bidding instructions
- The Contractor's proposed fee for individual maintenance areas and one lump sum for all areas
- The experience and qualifications of the Contractor
- References (provide a minimum of three account references)

Bidder Qualifications & Proposals

The requests that contractors interested in submitting proposals:

1. Clearly outline (on the provided bid form) the unit price for each mowing area or landscape maintenance area specified and total lump sum for all areas under the REQUESTED SERVICES section of this document season (April 2021 thru November 1, 2021).
2. Submit a summary of your experience and qualifications.
3. Submit three account references that you currently service.
4. Submit a certificate of liability insurance and automobile/mowing equipment insurance (The Contractor will need to name the City as additional insured and meet the following liability limits if awarded a maintenance contract: \$1.0 million per occurrence). Also, submit proof of statutory worker's compensation coverage under Kansas law.
5. Specify the staff to be involved (primary contact, mowing operators, single proprietor, clerical contact, and owner or owner's agent).
6. Submit two (2) copies of the proposal packet (failure to not submit two full copies of your proposal may result in your proposal not being considered).

The Contractor should be aware of the following:

- The proposal should confirm that neither the Contractor nor any employee would be in a conflict of interest with respect to the proposal if the Contractor were to be selected to perform the services required.
- All proposals will be property of the City of Independence
- The lowest proposal will not necessarily be accepted. The City reserves the right to reject all bids, award the agreement, interview contractors, negotiate specific terms of the agreement, and make other adjustments as required in consultation with the successful Contractor.
- Sealed envelopes marked "Request for Proposal – Mowing 2021" with the proponent's name and address shown on the upper left hand corner of the envelope, must be received at City Hall, Attn: David Cowan, 811 W. Laurel, Independence, Kansas 67301 prior to 2:00 pm on April 15, 2021.



"Delivering Excellence"

Terms and Conditions

1. Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the work site, the obstacles that may be encountered, and all other relevant matters concerning the work to be performed under this contract.
2. The Contractor shall assume full responsibility for its employees or agents' actions and shall repair or replace any damaged item or area of the City properties caused by the actions of its employees or agents unless said damage occurred under circumstances beyond their reasonable control as determined by the City.
3. Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the City. The Contractor shall inform the City of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the City, the City reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor, and deduct these costs from any payment due the Contractor.
4. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of the City of Independence; but in no case shall consent relieve the Contractor from his obligations or change the terms of the contract.
5. The contract may be canceled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. The City of Independence reserves the right to terminate the service at any time during the term of the contract upon thirty (30) days written notice to the Contractor. Failure of the Contractor to deliver services within the time stipulated unless extended in writing by the City of Independence, shall constitute contract default.
6. The Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract. The Contractor shall return all calls or pages within one hour of the City placing the call. On-site response time for complaints must be made within 24 hours of the City's initial call. The Contractor must assign an English speaking crew leader to monitor all work being performed within the City. Failure to comply with the accessibility requirements shall be deemed substandard work and subject to the same penalties.
7. The undersigned hereby affirms and states that the prices quoted herein constitute the City's total cost for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other work services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered collectively.



8. The City of Independence pays bi-weekly and request invoices for mowing be emailed to the City of Independence, iana.robinson@independenceks.gov or mailed to 811 W. Laurel, Independence, Kansas. Invoices must indicate:
- a. Location of Property
 - b. Date and time mowed
 - c. Employee doing the work

This Agreement entered into on _____.

Date

OWNER *(Signature)*

CONTRACTOR
(Signature)

(Printed name and title)

(Printed name and title)



BID SHEET

Proposals must be received by

2:00 p.m. on April 15, 2021

Any proposals received after the deadline will not be considered.
Bid Sheet is good for 30 days.

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

____ I have marked the lots on the attached Exhibit A, with my unit price

Company Name

Address

City and State

Phone / Mobile Phone

Email Address

Owner Signature

Date

Exhibit A

	Location	Description	Frequency	Level of Service	Unit Cost
1	21 Street and Mulberry	Water Tower	Bi-Weekly	Mow/Trim	
2	401 E. Sycamore	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
3	701 N. Park Blvd	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
4	311 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
5	317 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
6	321 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
7	401 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
8	409 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
9	620 & 622 N. Park Blvd	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
10	1201 S. Cement	SE Lift Station	Bi-Weekly	Mow/Trim	
11	900 S. 6th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
12	828 S. 6th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
13	817 S. 6th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
14	713 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
15	717 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
16	721 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
17	725 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
18	729 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
19	724 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
20	728 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
21	801 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
22	613 S. 8th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
23	617 S. 8th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
24	623 S. 8th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
25	629 S. 8th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
26	517 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
27	521 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
28	601 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
29	604 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
30	605 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
31	608 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
32	609 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
33	614 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
34	615 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
35	617 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
36	620 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
37	621 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
38	628 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
39	629 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
40	516 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
41	521 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
42	525 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
43	529 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
44	605 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
45	615 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
46	617 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
47	621 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
48	625 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
49	629 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
50	633 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
51	524 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
52	600 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
53	601 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
54	604 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
55	605 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
56	608 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
57	609 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
58	612 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
59	613 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
60	615 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
61	614 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
62	623 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
63	632 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
64	317 S. 19th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
65	501 S. 19th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
66	510 S. 19th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
67	520 S. 19th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
68	1000 Blk S. 17th	City Pump Station	Bi-Weekly	Mow/Trim	
69	835 S. 17th St.	Vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
70	833 S. 18th	S. 18th & Cherry NW corner lot	Neat & Orderly Cycle	Mow/Trim	
71	510 S. 19th	500 blk S. 19th - East Side Middle of block	Neat & Orderly Cycle	Mow/Trim	
72	520 S. 19th	500 blk S. 19th - East Side - Corner lot	Neat & Orderly Cycle	Mow/Trim	
73	521 S. 19th	500 blk S. 19th - West Side	Neat & Orderly Cycle	Mow/Trim	
74	19th and Maple	NE Corner lot	Neat & Orderly Cycle	Mow	

75	1412 W. Maple	Triangle North of Bldg	Neat & Orderly Cycle	Mow	
76	East and West Main Overpass	Easements on each side of overpass	Neat & Orderly Cycle	Mow/Trim	
77	116 S. 23rd Street	AWOL Lot	Bi-Weekly	Mow/Trim	
78	19th and Pine	Easement where Pine runs into train tracks	Neat & Orderly Cycle	Mow/Trim	
79	1301 W. Pine	SW corner Pine and 19thst	Neat & Orderly Cycle	Mow/Trim	
80	1305 W. Pine	SW corner Pine and 19th St. - 2nd Lot West	Neat & Orderly Cycle	Mow/Trim	
81	1300 W. Pine	L-Shape lot 19th and North on 20th to Cottonwood	Neat & Orderly Cycle	Mow/Trim	
82	321 S. 13th St.	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
83	401 N. 10th St.	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
84	300 Block N. 8th	Parking Lot and Vacant Lots	Bi-Weekly	Mow/Trim/Blow	
85	Celebration Park	Penn & Chestnut	Bi-Weekly	Mow/Trim/Blow	
86	410 N. Penn Ave	Memorial Hall	Bi-Weekly	Mow/Trim/Blow	
86	126 E. Locust	City Vacant Lot	Bi-Weekly	Mow/Trim/Blow	
87	119 N. 6th	Parking Lot by VFW	Bi-Weekly	Mow/Trim/Blow	
88	200 N. 6th	City Parking Lot	Bi-Weekly	Mow/Trim/Blow	
89	City Hall	120 N. 6th Street	Bi-Weekly	Mow/Trim/Blow	
90	225 E. Main	Police Garage	Bi-Weekly	Mow/Trim/Blow	
91	220 E. Maple	Independence Public Library	Bi-Weekly	Mow/Trim/Blow	
92	405 Earl St	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	
93	207 W. Laurel St	Grass along roadway - electric connections	Bi-Weekly	Mow/Trim/Blow	
94	East City Limits	Welcome Sign Lot	Bi-Weekly	Mow/Trim	
95	21st and Taylor Road	NW Corner Lot	Neat & Orderly Cycle	Mow	
96	1037 Birdie Drive	City Vacant Lot	Neat & Orderly Cycle	Mow	



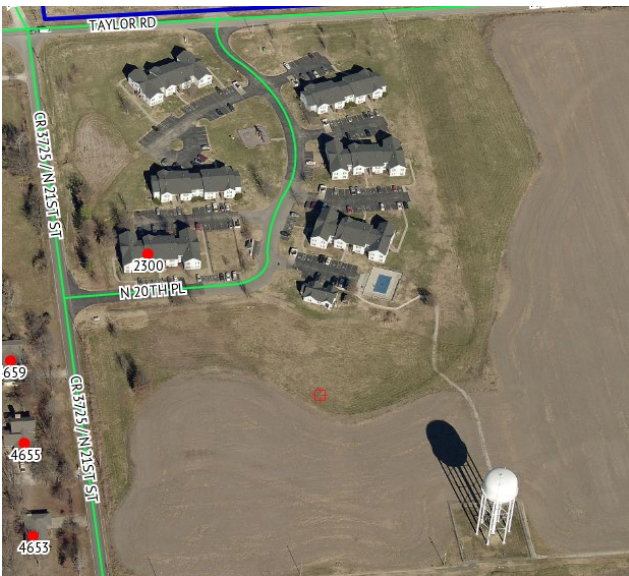
"Delivering Excellence"

City of Independence Kansas

RFP – Mowing Services – 2024 through 2026

RE: Locations to be mowed

1. Mulberry Street Water Tower



2. 600 & 622 N. Park Blvd





"Delivering Excellence"

3. 1201 S. Cement 4100 CR 4099



3. 900 S. 6th



4. 311, 317, 321, 401 & 409 E. Cottonwood



5. 828 S. 6th



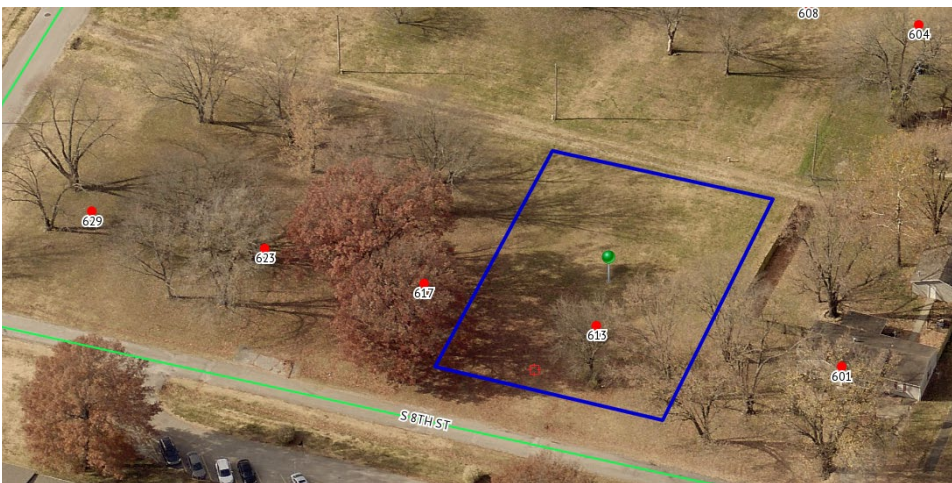
6. 817 S. 6th



7. 713, 717, 721, 725, 729, 724, 728 & 801 S. Penn Ave



7. 613, 617, 623 & 629 S. 8th



8. 517, 521, 601, 604, 605, 608, 609, 614, 615, 617, 620, 621, 628, 629 S. 9th Street



9. 516, 521, 529, 605, 615, 617, 6212, 625, 628, 629, 633 – S. 10TH Street.



10. 524, 600, 601, 604, 605, 608, 609, 612, 613, 613, 615, 614, 623, 632 - S. 11th Street



11. City Pump Station – 1000 blk So. 17th Street. (across bridge on the East side of the road)



12. Easement So. 17th Street – City limits to the bridge on the East and West side of the road. (mow ditch line)



13. 835 S. 17th Street



14. 833 S. 18th Street



15. 510 & 520 So. 19th Street



16. 521 S. 19th Street



17. 19th and Maple – NE Corner – City Lot



18. 1412 W. Maple – Triangle North of the building (in red)



19. West side of Main Street Overpass – Easement on both sides of the bridge. (area inside red box on the side of the road.



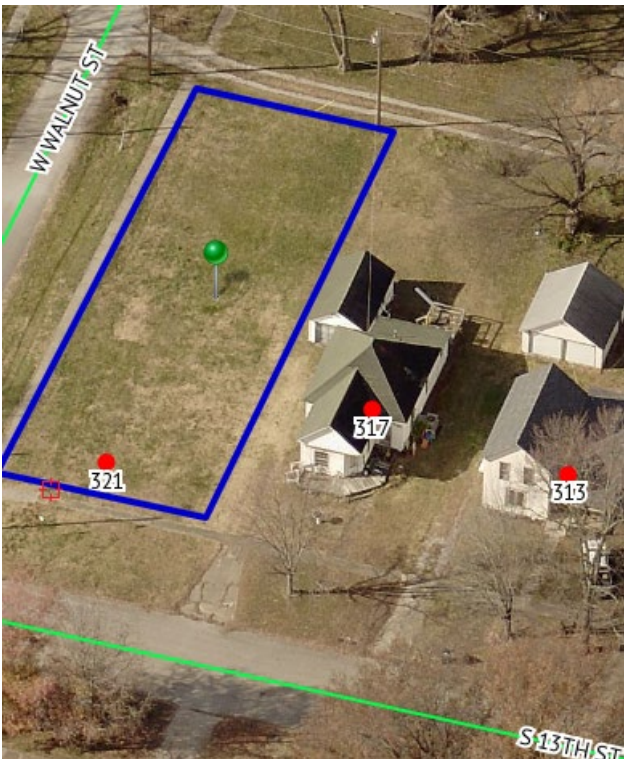
20. 116 S. 23rd Street – AWOL lot



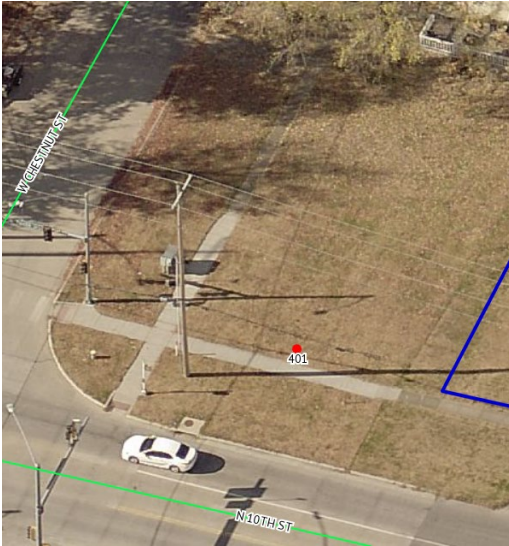
21. 1301, 1305, 1300, & 19th & Pine Easement. (Areas inside the red boxes)



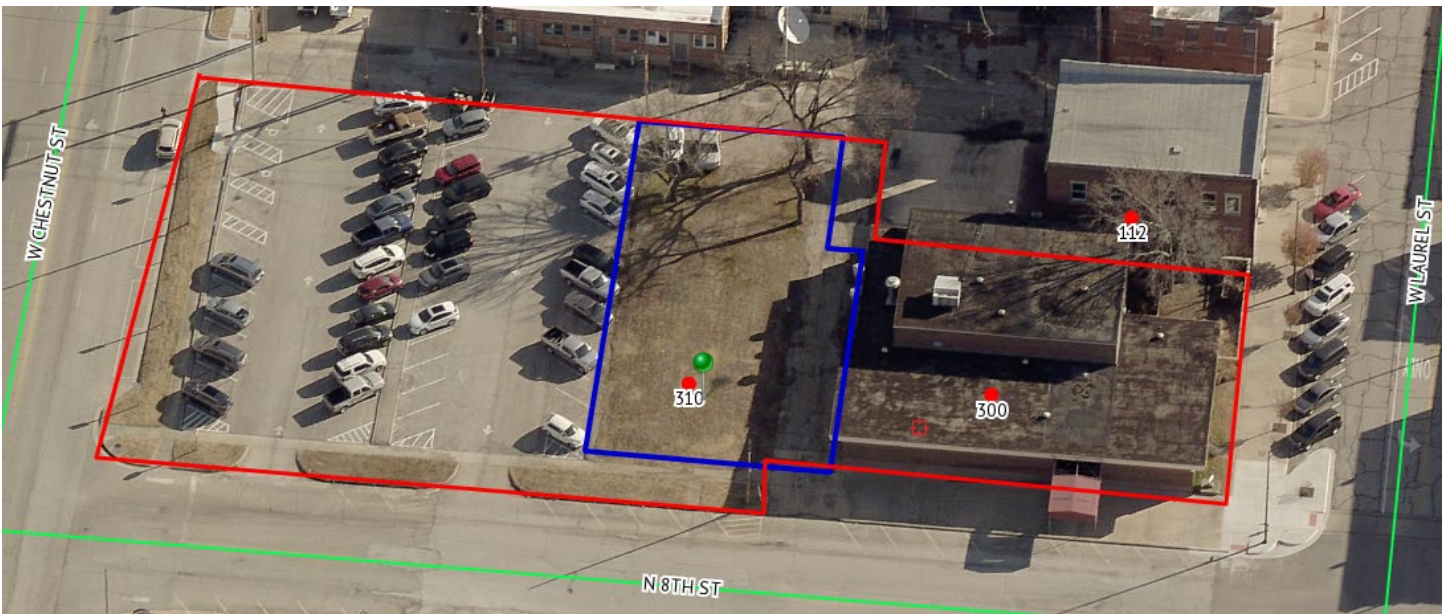
22. 321 S. 13th Street Lot



23. 401 N. 10th Street – Vacant Lot NW Corner



24. 300 blk N. 8th – City Parking Lot & vacant lot (area in red box)



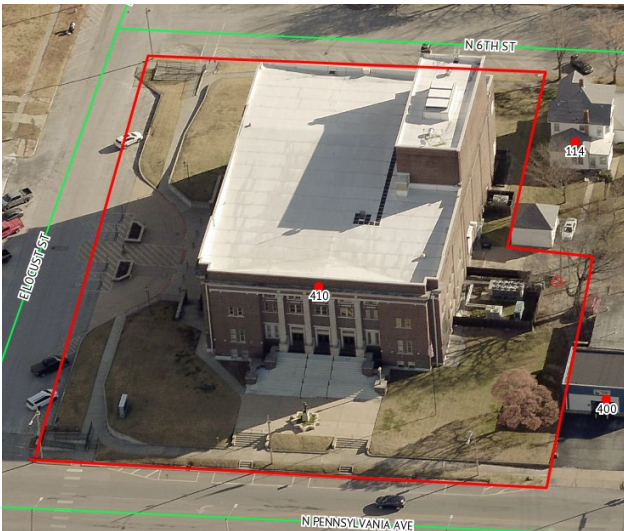
25. 401 N. Penn Ave – Celebration Park



"Delivering Excellence"



26. 410 N. Penn Ave – Memorial Hall



27. 126 E. Locust – Vacant Lot



28. City Hall Parking Lot 200 N. 6th



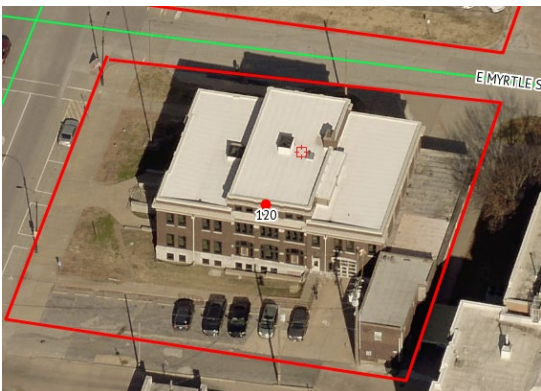
"Delivering Excellence"



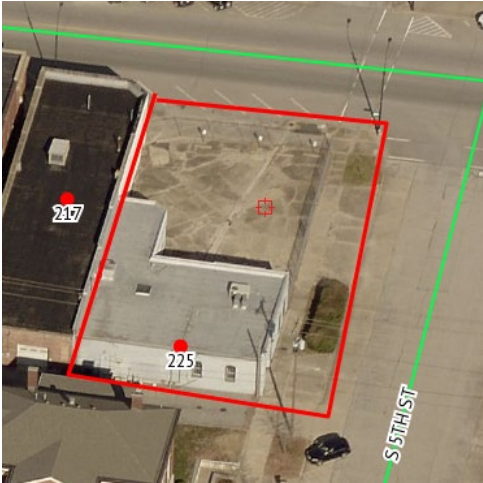
29. 119 E. Myrtle Park/Parking Lot



30. 120 N. 6th – City Hall



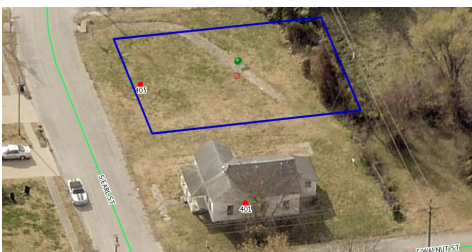
31. Police Garage – 225 E. Main (Grass along curb edge)



32. 220 E. Maple – Independence Public Library



33. 405 Earl Street – Vacant Lot



34. 207 W. Laurel Street – along curb grass around electrical boxes. (in red box)



"Delivering Excellence"



35. East Main City Limits – Welcome Sign



36. 21st and Taylor – City Lot NW Corner of intersection



37. 1037 Birdie Dr – City Lot (in red)



"Delivering Excellence"





"Delivering Excellence"

Exhibit C. Snow Removal

City of Independence Kansas – RFP

1. Independence Library – 220 E. Maple Street



Sidewalks:

- South and West sidewalks including ADA ramp at the corner.

Parking

- Clear Parking South and East side of the building

STRATEGIC VISION: *Customer Service Excellence – Continuous Improvement – Teamwork*

David J. Cowan, Assistant City Manager-Director of Safety

P +1.620.332.2528 | **M** +1.620.330.0056 | **F** + 1.620.331.1628 | davidc@independenceks.gov

City of Independence | 811 W. Laurel Street | Independence, Kansas 67301



"Delivering Excellence"

2. City Hall – old picture



Sidewalks

- North, West and South side of the building

Entrances

- North, West and South side of the building

Parking

- Southside
- Front – East side of 6th in front of the building
- North – inset parking and driveway

STRATEGIC VISION: *Customer Service Excellence – Continuous Improvement – Teamwork*

David J. Cowan, Assistant City Manager-Director of Safety

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City of Independence | 811 W. Laurel Street | Independence, Kansas 67301



"Delivering Excellence"

3. Memorial Hall



Sidewalks

- North, West and East side of the building

Entrances

- North side of the building and circle drive

Parking

- North – circle drive

STRATEGIC VISION: *Customer Service Excellence – Continuous Improvement – Teamwork*

David J. Cowan, Assistant City Manager-Director of Safety

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City of Independence | 811 W. Laurel Street | Independence, Kansas 67301

CONTRACT

This Agreement is entered into on the 25th day of January, 2024, by and between the **CITY of Independence, Kansas**, hereafter CITY , and **J&S ENTERPRISE, LLC**, a Kansas limited liability company, hereafter CONTRACTOR.

WHEREAS, this agreement shall cover mowing responsibilities of CONTRACTOR regarding nuisances lots and CITY owned lots.

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

GENERAL TERMS APPLICABLE TO ALL CONTRACTOR DUTIES

1. **General Terms and Conditions and Qualifications:** The general term and conditions plus CONTRACTOR qualifications specified in CITY request for proposal are as set forth on exhibit A, copy attached hereto and incorporated herein and by reference.
2. **Term:** This agreement shall be for a term beginning February 1, 2024, and ending December 31, 2026. This agreement deals with mowing responsibilities of CONTRACTOR and is necessarily dependent upon seasonal weather. The annual start date of this agreement shall be on a date specified by CITY with notification to CONTRACTOR. The annual stop date shall be on a date specified by CITY with notification to CONTRACTOR. Any compensation to be paid to CONTRACTOR on a monthly basis shall be prorated in the event that the start date or the stop date results in a partial month of performance by CONTRACTOR. CITY reserves the right to terminate this agreement at any time.
3. **Indemnification:** CONTRACTOR agrees to indemnify and hold harmless CITY its agents, and employees, for any damages to persons or property arising from acts or omissions of CONTRACTOR, or its agents or employees, in performance of this agreement.

4. **Additional Requirements:** CONTRACTOR shall be responsible for, and provide the CITY proof of, the following upon request:

- a. Current Occupational License issued by the CITY , if required.
- b. A minimum of \$1,000,000.00 general liability insurance.
- c. All statutorily required workers compensation coverage.
- d. A minimum of \$1,000,000.00 in automobile liability insurance.

NUISANCE LOTS

5. **Job Description:** Nuisance mowing involves mowing what are referred to as “nuisance lots” located within the City of Independence, Kansas. Nuisance lots are lots the owner has not kept mowed as required by City ordinances.

6. **Notification:** CONTRACTOR shall provide CITY an email address which shall be used by CITY to notify CONTRACTOR when a nuisance lot needs mowing. CONTRACTOR shall have 7 days to respond to a nuisance lot mowing request. If CONTRACTOR is unable to mow the nuisance lot within 7 days of notification, CONTRACTOR shall notify CITY of such fact and the reason for the delay. Weather shall be considered in determining the reason for delay.

7. **Mowing Requirements:** CONTRACTOR shall be subject to the following specifications with regard to mowing nuisance lots:

- a. The mowing height shall be 3 inches with a maximum of 4 inches.
- b. Grass clippings shall not be mowed or blown into the streets.
- c. Mowing over garbage is prohibited.
- d. All garbage must be picked up and properly disposed of.

- e. Damage to trees, light posts, signposts, etc... by mowers or string trimmers is prohibited.
- f. CONTRACTOR'S operators must wear high visibility reflective safety vests, jackets, or shirts while operating equipment while in the street right of way.
- g. Nuisance lot mowing shall include the requirement of weed trimming around buildings, fences, etc....

8. **Job Completion:** Upon completion of the mowing of a nuisance lot, CONTRACTOR shall photograph the completed job and submit the photo to CITY. If the property owner, or some third party, has mowed the nuisance lot prior to arrival of the CONTRACTOR, CONTRACTOR shall notify CITY. And in the event CITY shall pay CONTRACTOR \$5.00 to cover overhead.

9. **Compensation:** CITY shall pay CONTRACTOR \$35.00 per lot for the mowing of a nuisance lot.

CITY OWNED LOTS

10. **Weather:** The mowing requirements of CONTRACTOR set forth in this section of the agreement are subject to seasonal weather conditions such as rainy weather and drought conditions. In the event the weather conditions effect the mowing schedule of any CITY owned lots, the parties shall meet and confer and reach mutual agreement on any modification to the mowing schedule and any modification to the compensation agreed upon herein.

11. **Frequent Mowing:** CONTRACTOR shall mow the following locations on a weekly basis or bi-weekly basis as needed:

410 N. Penn – Memorial Hall
220 E. Maple- CITY Library
120 N. 6 th - CITY Hall
300 blk N 8 th – Vacant lot and parking area
401 N. Penn – Celebration Park
119 N. 6 th – Parking lot East of VFW
200 N. 6 th – Municipal Parking Lot
225 E. Main- Police Garage
900 W. Myrtle-Fire-EMS
800 W. Laurel- Hospital

CONTRACTOR shall be paid the sum of \$681.50 per mowing cycle for the above-described locations.

12. Less Frequent Mowing: CITY has in excess of 100 lots as described in Exhibit B, attached hereto incorporated herein by reference. The properties described as “neat and orderly cycle” shall be mowed one time per month. The properties described as “bi-weekly” shall be mowed every two weeks. CONTRACTOR shall be paid the sum of \$4895.50 per month for this monthly mowing cycle.

CITY OF INDEPENDENCE, KANSAS

Date

By: _____
Timothy R. Emert, Mayor

ATTEST:

DAVID W. SCHWENKER, CITY Clerk

J&S ENTERPRISE, LLC

Date

By: _____
JARED GOINS, Managing Member

Exhibit A

Applicant Qualifications

1. Must have mowing equipment
2. Submit a certificate of liability insurance and automobile/mowing equipment insurance and meet the following liability limits if awarded a maintenance contract: \$1.0 million per occurrence.
3. As an Independent Contractor you are responsible for all injuries and workers compensation coverage.
4. Specify the staff to be involved (primary contact, mowing operators, single proprietor, clerical contact, and owner or owner's agent).

Terms and Conditions

1. Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the work site, the obstacles that may be encountered, and all other relevant matters concerning the work to be performed under this contract.
2. It is mutually understood and agreed that the applicant shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of the City of Independence; but in no case shall consent relieve the applicant from his obligations or change the terms of the contract.
3. The Applicant shall supply cell phone numbers. The applicant shall return all calls or pages within one hour of the City placing the call. On-site response time for complaints must be made within 24 hours of the City's initial call. Failure to comply with the accessibility requirements shall be deemed substandard work and subject to termination of the agreement.
4. Payment will be submitted after the yard is inspected by the code enforcement officer. City of Independence pays every two weeks. Applicants will be provided with detailed payment instructions if hired.
5. The contract may be canceled by the City in whole or in part by written notice of default to the applicant upon nonperformance or violation of contract terms. The City of Independence reserves the right to terminate the service at any time during the term of the contract.

Exhibit B

	Location	Description	Frequency	Level of Service	Unit Cost
1	21 Street and Mulberry	Water Tower	Bi-Weekly	Mow/Trim	34.50
2	401 E. Sycamore	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	70
3	701 N. Park Blvd	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	46
4	311 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
5	317 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
6	321 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
7	401 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
8	409 E. Cottonwood	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
9	620 & 622 N. Park Blvd	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	34.50
10	1201 S. Cement	SE Lift Station	Bi-Weekly	Mow/Trim	40.25
11	900 S. 6th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	34.50
12	828 S. 6th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
13	817 S. 6th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	57.25
14	713 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
15	717 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
16	721 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
17	725 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
18	729 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
19	724 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
20	728 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
21	801 S. Penn Ave	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
22	613 S. 8th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
23	617 S. 8th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
24	623 S. 8th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
25	629 S. 8th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
26	517 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
27	521 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
28	601 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
29	604 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
30	605 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
31	608 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
32	609 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
33	614 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
34	615 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
35	617 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
36	620 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
37	621 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
38	628 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
39	629 S. 9th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
40	516 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
41	521 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
42	525 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
43	529 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
44	605 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
45	615 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
46	617 S. 10	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
47	621 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
48	625 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
49	629 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
50	633 S. 10th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
51	524 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
52	600 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
53	601 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
54	604 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
55	605 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
56	608 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
57	609 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
58	612 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
59	613 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
60	615 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
61	614 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
62	623 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	28.75
63	632 S. 11th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	17.25
64	317 S. 19th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
65	501 S. 19th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
66	510 S. 19th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
67	520 S. 19th	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	23
68	1000 Blk S. 17th	City Pump Station	Bi-Weekly	Mow/Trim	34.50
69	835 S. 17th St.	Vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	34.50
70	833 S. 18th	S. 18th & Cherry NW corner lot	Neat & Orderly Cycle	Mow/Trim	40
71	510 S. 19th	500 blk S. 19th - East Side Middle of block	Neat & Orderly Cycle	Mow/Trim	40
72	520 S. 19th	500 blk S. 19th - East Side - Corner lot	Neat & Orderly Cycle	Mow/Trim	40
73	521 S. 19th	500 blk S. 19th - West Side	Neat & Orderly Cycle	Mow/Trim	40
74	19th and Maple	NE Corner lot	Neat & Orderly Cycle	Mow	30

75	1412 W. Maple	Triangle North of Bldg	Neat & Orderly Cycle	Mow	30
76	East and West Main Overpass	Easements on each side of overpass	Neat & Orderly Cycle	Mow/Trim	450
77	116 S. 23rd Street	AWOL Lot	Bi-Weekly	Mow/Trim	46
78	19th and Pine	Easement where Pine runs into train tracks	Neat & Orderly Cycle	Mow/Trim	40
79	1301 W. Pine	SW corner Pine and 19thst	Neat & Orderly Cycle	Mow/Trim	40
80	1305 W. Pine	SW corner Pine and 19th St. - 2nd Lot West	Neat & Orderly Cycle	Mow/Trim	40
81	1300 W. Pine	L-Shape lot 19th and North on 20th to Cottonwood	Neat & Orderly Cycle	Mow/Trim	65
82	321 S. 13th St.	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	34.50
83	401 N. 10th St.	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	34.50
84	300 Block N. 8th	Parking Lot and Vacant Lots	Bi-Weekly	Mow/Trim/Blow	80
85	Celebration Park	Penn & Chestnut	Bi-Weekly	Mow/Trim/Blow	34.50
86A	410 N. Penn Ave	Memorial Hall	Bi-Weekly	Mow/Trim/Blow	120
86B	126 E. Locust	City Vacant Lot	Bi-Weekly	Mow/Trim/Blow	30
87	119 N. 6th	Parking Lot by VFW	Bi-Weekly	Mow/Trim/Blow	40.25
88	200 N. 6th	City Parking Lot	Bi-Weekly	Mow/Trim/Blow	40.25
89	City Hall	120 N. 6th Street	Bi-Weekly	Mow/Trim/Blow	46
90	225 E. Main	Police Garage	Bi-Weekly	Mow/Trim/Blow	23
91	220 E. Maple	Independence Public Library	Bi-Weekly	Mow/Trim/Blow	57.50
92	405 Earl St	vacant lot	Neat & Orderly Cycle	Mow/Trim/Blow	34.50
93	207 W. Laurel St	Grass along roadway - electric connections	Bi-Weekly	Mow/Trim/Blow	20
94	East City Limits	Welcome Sign Lot	Bi-Weekly	Mow/Trim	23
95	21st and Taylor Road	NW Corner Lot	Neat & Orderly Cycle	Mow	40
96	1037 Birdie Drive	City Vacant Lot	Neat & Orderly Cycle	Mow	170
97	So. 17th Street - City limits	ROW City Limits to Bridge - East and West Side	Neat & Orderly Cycle	Mow	34.50
98	628 So. 10th Street	City Park - West 1/2 Block from Alley to 10th	Bi-Weekly	Mow/Trim/Blow	46
99		911, 913, & 917 W Myrtle (35 each)	Bi-Weekly		105
100		800 BLK W Myrtle	Bi-Weekly		45
101		EMS Fire 900 W Myrtle	Bi-Weekly		135
102		800 W Laurel (Hospital building)	Bi-Weekly		105
103		900 & 908 W Myrtle	Bi-Weekly		50

CONTRACT

This Agreement is entered into on the _____ day of January, 2024, by and between the **City of Independence, Kansas**, hereafter CITY, and **TLC Groundskeeping, Inc. dba TLC Nursery & Outdoor Living**, a Kansas corporation, hereafter CONTRACTOR.

1. **Job Description:** The job consists of pretreatment and snow removal for 3 properties as described below. CONTRACTOR shall provide pretreatment of the described areas when a snow or ice event is forecast for the area. CONTRACTOR shall provide periodic snow clearing and ice treatment during a winter storm event during business hours (8am-5pm) Monday through Friday. In the event of winter storm events that occur during overnight hours, CONTRACTOR shall use reasonable diligence and have the contracted areas cleared of snow by 8am or as needed if the winter storm event is still occurring during day light hours. The locations are as follows:

a. City Library- 200 East Maple- The sidewalks, ADA ramp, and library entrances shall be treated and cleared of snow. The car parking in front of the library on the north side of Maple Street and the west side of 5th Street shall be cleared by a plow to allow citizens in the area to park and access the library.

b. Memorial Hall/Civic Center- 410 North Penn Ave. – The main sidewalk located on the west, north, and east sides of the building shall be treated and cleared of snow. The circle driveway and entrance to the Civic Center on the north side of the building shall be treated and cleared of snow. The ADA ramps shall be included for treatment and clearing of snow. The west entrance to Memorial Hall need not be treated and cleared of snow, only the sidewalk in that area.

c. City Hall- 120 North 6th – The main sidewalks on the south, west and north sides of the building shall be treated and cleared of snow. All entrances located on the south, west and

north sides of the building shall be treated and cleared of snow. The north driveway, north inset parking, south inset parking, and west street parking shall be treated and cleared of snow.

2. **Specifications:** The scope of work is as described above. CONTRACTOR shall provide all equipment and materials necessary to perform the duties specified.

3. **Compensation:** CITY shall pay CONTRACTOR the agreed flat bid amounts per winter event:

a. City Library- 200 East Maple- \$415.00

b. Memorial Hall/Civic Center- 410 North Penn Ave. -\$310.00

c. City Hall- 120 North 6th -\$303.00

5. **Term of Agreement:** This agreement shall be for a term beginning February 1, 2024, and ending December 31, 2026. CONTRACTOR responsibilities under this agreement shall be triggered by a winter event described as snowfall or icing. City reserves the right to terminate this agreement at any time.

6. **Indemnification:** CONTRACTOR agrees to indemnify and hold harmless CITY, its agents and employees, for any damages to persons or property arising from acts or omissions of CONTRACTOR, or its agents or employees, in performance of this agreement.

7. **CONTRACTOR Requirements:** CONTRACTOR shall be responsible for, and provide the CITY proof of, the following upon request:

- a. Current Occupational License issued by the City, if required.
- b. A minimum of \$1,000,000.00 general liability insurance.
- c. All statutorily required workers compensation coverage.
- d. A minimum of \$1,000,000.00 in automobile liability insurance.

CITY OF INDEPENDENCE, KANSAS

Date

By: _____
Timothy R. Emert, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

**TLC GROUNDSKEEPING, INC. dba TLC Nursery
& Outdoor Living**

Date

By: _____
Jack DeGraw, President



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 25, 2024**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider authorizing award of the annual concrete patching bid.

SUMMARY RECOMMENDATION Authorize award to J. Graham Construction, Inc.

BACKGROUND The City requires concrete patching work to be completed at various locations due to utility repair activity and required pavement maintenance (including pavement flowline repair). Additionally, pricing for sidewalk work is required for incidental repairs. Adding in ADA ramps and curb and gutter replacement complete the work items that we would generally need to do for small repairs around the City.

The City requested bids for these four categories of work, and received two responses, one from J. Graham Construction, Inc., and one from Recrete Design Concrete + Construction. Other competent contractors were contacted, but declined to bid.

J. Graham Construction, Inc. was not the low bid on the aggregate quantities used for comparison purposes, as compared to Recrete, as shown in the comparison (below), and is approximately 3% higher in cost on the mix of quantities used for comparison. Although it is certain that the actual quantities used during the year will vary from these quantities, the ultimate total used cannot be predicted.

J Graham	Unit Price	Unit	Street	Water/Sewer	Total Quantity	Total
Pavement	\$ 190.00	per square yard	0	220	220	\$ 41,800
Curb and Gutter	\$ 100.00	per linear foot	40	20	60	\$ 6,000
Sidewalk	\$ 120.00	per square yard	40	20	60	\$ 7,200
ADA Ramp	\$ 235.00	per square yard	80	0	80	\$ 18,800
					Total	\$ 73,800
Recrete	Unit Price	Unit	Street	Water/Sewer	Total Quantity	Total
Pavement	\$ 180.00	per square yard	0	220	220	\$ 39,600
Curb and Gutter	\$ 121.00	per linear foot	40	20	60	\$ 7,260
Sidewalk	\$ 112.00	per square yard	40	20	60	\$ 6,720
ADA Ramp	\$ 228.00	per square yard	80	0	80	\$ 18,240
					Total	\$ 71,820
						Difference
						\$ 1,980
						Difference (%)
						3%

Generally, the low competent bidder is recommended for award. In this case, recent history with Recrete (they were awarded the work in 2022) shows that they were unable to complete the initial work assigned to them at the start of the contract, let alone the additional work that showed up later in the year. There were several “rush” projects that they were assigned that they did complete, but the overall schedule performance was unsatisfactory.

J. Graham Construction, Inc. was the low bidder in 2023, and performed adequately. For that reason, it is suggested that the 2024 bid be awarded to J. Graham Construction, Inc., since the cost difference is minimal, but the public perception that is created through unrepaired roads is extremely negative.

The work will be awarded in multiple contracts for work via the Street Department as well as Water/Sewer work (and to other departments as required).

FINANCIAL INFORMATION These are budgeted funds from the street fund, water/sewer fund, and ADA fund.

SUGGESTED MOTION I move to authorize award of the 2024 concrete patching bid contracts to J. Graham Construction, Inc., at the unit costs as specified on the bid documents.

SUPPORTING DOCUMENTS

1. J Graham Construction
2. Recrete Design

INVITATION TO BID..... 00020

SEALED BIDS for Pavement Patching, Curb and Gutter Patching, Sidewalk Replacement, & Sidewalk ADA Ramp Replacement, Independence, KS will be received by City Clerk, 120 N 6th Street, Independence, Kansas 67301 until 10:00 A.M., January 11th, 2024, and then publicly opened and read aloud.

The Owner reserves the right to waive any informalities or minor defects and to reject any or all bids and to readvertise and rebid and/or negotiate with any or all bidders.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

Bidders with questions concerning the project may contact: Shawn Turner, P.E., TranSystems, 115 South 6th Street, Suite B, Independence, Kansas 67301 or by email at sdturner@transystem

BID.....0410

PROPOSAL of _____

hereinafter referred to as BIDDER,

- * a corporation arranged under the laws of the State of Kansas
- * a partnership consisting of
- * an individual d/b/a

TO: The City of Independence, Kansas, referred to as OWNER,

In response to your Invitation to Bid and having carefully examined the specifications and related documents, all addenda thereto, the project site and conditions related thereto, the BIDDER hereby proposes to perform all work for Pavement Patching, Curb and Gutter Patching, Sidewalk Replacement, Sidewalk ADA Ramp Replacement in strict accordance with these Contract Documents, within the period(s) of time set out herein, and for the price(s), stated hereinafter.

By submission of this Bid, BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication, agreement, collusion, or understanding with any other Bidder submitting a Bid for this Project.

The OWNER envisions awarding three contracts for each bid item that will be funded through three separate municipal budgets. The three contracts will be:

1. Water/Sewer
2. Street Department
3. Sidewalk Repairs

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within fourteen (14) consecutive calendar days, after the date of Notice of Award, enter into an Agreement.

BIDDER acknowledges receipt of the following ADDENDA:

NO.

DATE

BID SCHEDULE

Bid Prices shall be written in both word and numerals. In case of discrepancy, the bid price as written in words shall govern. Bidder understands and acknowledges in offering this Bid that the bid price in the Bid Schedule represents a summary price of all major items of construction required for the proposed work. Bidder further assures and acknowledges that each unit or lump sum bid price includes the cost of all adjacent, incidental, related, and companion items which are shown on the drawings, called for in the specifications, or otherwise necessary to provide a complete and functioning project.

The OWNER reserves the right to increase, decrease, or delete from the Project quantities of work at the Unit Bid Price or Lump Sum Price in order to bring the total contract price to the budgeted project expenditures.

BID

<u>Item No.</u>	<u>Units</u>	<u>Prices Written in Words</u>	<u>Dollars Cents</u>
1-1	1 SY	Pavement Patching. Includes Excavation, compacted granular stone, Sawcutting, cast in place concrete, And all other items required to complete The patching. Complete & in Place <u>One Hundred</u> <u>+ Ninety Dollars + Zero Cents</u> /SY	\$ <u>190.00</u>
1-2	1 LF	Curb and Gutter Patching. Includes Excavation, compacted granular stone, Sawcutting, cast in place concrete, And all other items required to complete The patching. Complete & in Place <u>One Hundred</u> <u>Dollars + Zero Cents</u> /LF	\$ <u>100.00</u>
1-3	1 SY	Sidewalk Replacement. Includes Excavation, compacted granular stone, Sawcutting, cast in place concrete, And all other items required to complete The sidewalk Replacement. Complete & in Place <u>One Hundred</u> <u>+ Twenty Dollars + Zero Cents</u> /SY	\$ <u>120.00</u>
1-4	1 SY	Sidewalk ADA Ramp Replacement. Includes Excavation, compacted granular stone, Sawcutting, cast in place concrete, And all other items required to complete The sidewalk ADA ramp replacement. Complete & in Place <u>Two Hundred</u> <u>+ Thirty Five Dollars + Zero Cents</u> /SY	\$ <u>235.00</u>

Amounts are to be shown in both words and figures. In case of discrepancy, the amounts written in words will govern.

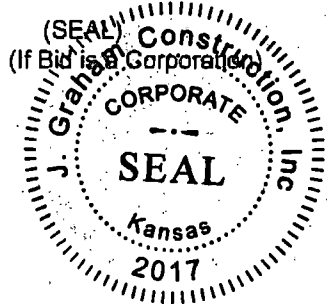
BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of all major components of construction required; and is set forth to facilitate the comparison of bids; and to provide a basis for any future negotiations that may be necessary.

BIDDER further understands and acknowledges that the bids on the different items on the Bid Schedule must be balanced within reasonable limits.

ATTEST

By

Title



Respectfully submitted,

Name of Contractor

Address (Including Zip Code)

PO Box 13065, EM
Colbyville, Kansas 67337

Sidewalk, Sidewalk Ramp, Curb and Gutter and Pavement Patching

1. GENERAL

- 1.1 Description: The work of this section consists of roadway surface patching replacement as specified herein. Existing surfaces shall include:
1. Existing concrete sidewalks
 2. Existing concrete curb and gutter
 3. Existing municipal streets with surfacing of asphalt, brick, and Portland Cement Concrete.

2. METHODS

- 2.1 Place compacted AB-3 Base and PCCP Surfacing: Place compacted AB-3 Base at optimum moisture, uniformly at specified areas. Material shall be placed to a density not less than ninety-five percent (95%) of standard density at optimum moisture. Maximum compacted thickness shall not exceed six inches.

- 2.2 Sidewalks, sidewalk ramps, curb and gutter: The areas to be replaced shall be designated by the City.

Replacement of sidewalk, sidewalk ramp, and curb and gutter areas shall consist of the following:

1. Saw cut areas to be patched full depth and to neat lines.
 2. Excavate the existing material to a depth of:
A) 6 inches below subgrade for sidewalk and ramps
B) 12 inches below finished grade and remove from site to an approved disposal site.
 3. Place Compacted AB-3 material with optimum moisture to a full depth below finished grade and to the required density.(6 inches below sidewalks, 12 inches below curb and gutter)
 4. Place Concrete with a minimum of 5000 psi strength and protect from freezing or high temp. depending upon time of year.
 5. A broom finish must be obtained as a final product with no more than a 1% cross slope on sidewalk and sidewalk ramps. Widths and running slope of sidewalk and ramps shall meet all ADA and PROWAG requirements.
 6. A Mix design of the Concrete shall be submitted prior to placement a minimum of 10 days prior to placement and a location of the AB-3 material shall be submitted 10 days prior to excavation of the selected sites for approval of the Engineer
 7. Before excavation of the selected sites, the Contractor shall verify the dimensions specified on the attached documents and if any variation is found, the contractor must obtain prior approval from the City prior to any work being performed in that area or the excess area and cost will be on the Contractor.
- 2.3 Pavement Patching: The areas to be patched have been previously excavated and backfilled by the City of Independence Public Works Department. These areas may include water line repairs, sanitary sewer main repairs, storm sewer repairs or failed pavement that has been removed and backfilled with gravel and or other material.

Pavement Repair: Repair of the designated roadway areas shall consist of the following:

1. Saw cut areas to be patched full depth and to neat lines.
2. Excavate the existing backfill material to a depth of 18 inches below finished grade and remove from site to an approved disposal site.

3. Place Compacted AB-3 material with optimum moisture to a depth of 12 inches below finished grade and to the required density.
4. Place 12 inches of PCCP High Early Strength Concrete with a minim of 5000 psi strength and protect from freezing or high temp. depending upon time of year.
5. A broom finish must be obtained as a final product with no more than a 3/8" difference in elevation from the existing surrounding surface on any side of the patched area.
6. A Mix design of the Concrete shall be submitted prior to placement a minimum of 10 days prior to placement and a location of the AB-3 material shall be submitted 10 days prior to excavation of the selected sites for approval of the Engineer
7. Before excavation of the selected sites, the Contractor shall verify the dimensions specified on the attached documents and if any variation is found, the contractor must obtain prior approval from the City prior to any work being performed in that area or the excess area and cost will be on the Contractor.

3. MEASUREMENT AND PAYMENT

- 3.1 The pavement patching shall be measured and paid for as designated in the bid schedule. The payment shall include all excavation, saw cutting, granular stone, formwork, labor, concrete and all other incidental items to complete the work.

BID.....0410

PROPOSAL of Recrete Design

hereinafter referred to as BIDDER,

- * a corporation arranged under the laws of the State of Kansas
- * a partnership consisting of
- * an individual d/b/a

TO: The City of Independence, Kansas, referred to as OWNER,

In response to your invitation to Bid and having carefully examined the specifications and related documents, all addenda thereto, the project site and conditions related thereto, the BIDDER hereby proposes to perform all work for Pavement Patching, Curb and Gutter Patching, Sidewalk Replacement, Sidewalk ADA Ramp Replacement in strict accordance with these Contract Documents, within the period(s) of time set out herein, and for the price(s), stated hereinafter.

By submission of this Bid, BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication, agreement, collusion, or understanding with any other Bidder submitting a Bid for this Project.

The OWNER envisions awarding three contracts for each bid item that will be funded through three separate municipal budgets. The three contracts will be:

1. Water/Sewer
2. Street Department
3. Sidewalk Repairs

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within fourteen (14) consecutive calendar days, after the date of Notice of Award, enter into an Agreement.

BIDDER acknowledges receipt of the following ADDENDA:

NO.

DATE

BID SCHEDULE

Bid Prices shall be written in both word and numerals. In case of discrepancy, the bid price as written in words shall govern. Bidder understands and acknowledges in offering this Bid that the bid price in the Bid Schedule represents a summary price of all major items of construction required for the proposed work. Bidder further assures and acknowledges that each unit or lump sum bid price includes the cost of all adjacent, incidental, related, and companion items which are shown on the drawings, called for in the specifications, or otherwise necessary to provide a complete and functioning project.

The OWNER reserves the right to increase, decrease, or delete from the Project quantities of work at the Unit Bid Price or Lump Sum Price in order to bring the total contract price to the budgeted project expenditures.

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of all major components of construction required; and is set forth to facilitate the comparison of bids; and to provide a basis for any future negotiations that may be necessary.

BIDDER further understands and acknowledges that the bids on the different items on the Bid Schedule must be balanced within reasonable limits.

ATTEST: _____

By _____

Title _____

(SEAL)
(If Bid is a Corporation)

Respectfully submitted,

Recrete DESIGN
Name of Contractor

RODNEY SCHLEGEL II - OWNER

PO Box 277 NEODESHA, KS 66757
Address (Including Zip Code)

BID

<u>Item No.</u>	<u>Units</u>	<u>Prices Written in Words</u>	<u>Dollars Cents</u>
1-1	1 SY	Pavement Patching. Includes Excavation, compacted granular stone, Sawcutting, cast in place concrete, And all other items required to complete The patching. Complete & in Place <u>ONE HUNDRED</u> <u>EIGHTY DOLLARS</u> /SY	\$ <u>180⁰⁰</u>
1-2	1 LF	Curb and Gutter Patching. Includes Excavation, compacted granular stone, Sawcutting, cast in place concrete, And all other items required to complete The patching. Complete & in Place <u>ONE HUNDRED</u> <u>TWENTY ONE DOLLARS</u> /LF	\$ <u>121⁰⁰</u>
1-3	1 SY	Sidewalk Replacement. Includes Excavation, compacted granular stone, Sawcutting, cast in place concrete, And all other items required to complete The sidewalk Replacement. Complete & in Place <u>ONE HUNDRED</u> <u>TWELVE DOLLARS</u> /SY	\$ <u>112⁰⁰</u>
1-4	1 SY	Sidewalk ADA Ramp Replacement. Includes Excavation, compacted granular stone, Sawcutting, cast in place concrete, And all other items required to complete The sidewalk ADA ramp replacement. Complete & in Place <u>TWO HUNDRED</u> <u>TWENTY EIGHT DOLLARS</u> /SY	\$ <u>228⁰⁰</u>

Amounts are to be shown in both words and figures. In case of discrepancy, the amounts written in words will govern.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com																					
INSURED REcrete Design PO Box 277 Neodesha, KS 66757	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>National Specialty Insurance Company</td><td>22608</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Specialty Insurance Company	22608	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 036184928**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	NXT1FWU90J-02-WC	03/03/2023	03/03/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$1,000,000.00 E.L. DISEASE - POLICY LIMIT \$1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDERREcrete Design
PO Box 277
Neodesha, KS 66757**LIVE CERTIFICATE**

Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 25, 2024

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider awarding disposal of the Water Treatment Plant residuals.

SUMMARY RECOMMENDATION Approve award of residual removal.

BACKGROUND As a part of the Water Treatment Plant's processes, a sediment is generated. Since this sediment exits the process after the water treatment has begun (i.e., chemicals are introduced) it cannot be reintroduced back into the water. This sediment ("residuals") is stored in basins prior to being appropriately disposed of. These basins must be periodically cleaned.

A bid opening for this work was held January 18, 2024. The sole bid was from MEGA, LLC for \$122,000. This contractor has done this type of work before and is familiar with our basins, and was the low of three bids last year. It is recommended that we award to this contractor. A contract will be drawn up for this work with the City Attorney.

FINANCIAL INFORMATION This is budgeted work to be paid for from the Water/Sewer Fund.

SUGGESTED MOTION I move to approve award of the Water Treatment Plant residual disposal for \$122,000 to MEGA, LLC.

SUPPORTING DOCUMENTS

1. MEGA LLC - Solids Hauling

SECTION VIII – PRICING

Bid Pricing shall be inclusive of all costs including equipment, operator time, fuel, etc. Bid pricing is based on actual time and materials to complete the scope of work. Bid items below shall be not-to-exceed costs based on the estimated time and materials required to haul up to 6,000 cubic yards.

Description	Time and Materials Not-to-Exceed Amount
Solids Removal, Hauling and Disposal	122,000 ⁰⁰

Provide a description of experience, time and materials rates for equipment and personnel for the project and attach them to this bid.

Bidder Information:

Name MEGA LLC

Address 2950 CR 3800

City Independence St. KS Zip 67301

Phone 620-331-9209

E-Mail Address Dirtclode1960@gmail.com

Authorized Officer JAY BRUEVING

Title owner

Date 1-16-24

MEGA TO USE OWN DUMP SITE.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 25, 2024

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider a request to waive or modify Section 705.1 relating to surface material in the Off-Street Parking and Loading Regulations for construction of a gravel parking lot at 1920 W. Main Street.

SUMMARY RECOMMENDATION City staff is concerned approving this request in a commercial zone will set a precedent and encourage future requests. However, an unimproved parking area in the rear of the primary business would have less aesthetic impact than an unimproved parking area in the front or side of the primary business.

BACKGROUND Mr. Scott Mills, the owner of Quality Paint and Body, is requesting a waiver from the surface material required in the Off-Street Parking regulations for his business located at 1920 W. Main Street. Quality Paint and Body has recently applied for a building permit to add a 5,500-square-foot new building behind their current location at 1920 W. Main. Upon reviewing the building applications, it was identified that the two parking areas associated with the building did not meet the C-2 requirement for a hard surface. According to the regulations, hard surfaces can include concrete, asphalt concrete, or asphalt double-sealed surfaces [*also known as chip and seal*], maintained adequately for all weather use, and so drained as to avoid flow of water across sidewalks.

Upon discussion with Koehn Construction and Mr. Scott, it was clarified that the additional space would be utilized for storing vehicles and equipment undergoing preparation for paint in the new building. The proposed surface for this area would consist of 5-6" of compacted stone with a sturdy sub-base, ensuring that it does not create any dust-related issues for the neighborhood.

In consideration of the zoning code, Mr. Mills is eligible to seek a waiver from the Commission per Section 701.0 *if "the City Commission deems it in the **public interest** to waive or modify this requirement."* The applicant could also request the Planning Commission rezone the property industrial, or they could request a variance from the Board of Zoning Appeals if the Commission does not wish to consider this request. However, all the surrounding property is zoned commercial.

Because the Off-Street Parking and Loading Regulations are in the zoning code, it is inconsistent that the Commission has the authority to waive these requirements in the zoning code rather than referring it through the normal variance process with a hearing before the Board of Zoning Appeals. This is another area that should be reviewed when the zoning regulations are updated, as it is inconsistent with how requests to vary from the zoning code are handled in the remainder of the zoning regulations.

Mr. Mills states the reason for their request is due to the substantial cost associated with meeting the surface material requirement coupled with the investment in the new building.

Therefore, Mr. Mills is requesting the Commission waive this requirement. Mr. Mills' request is attached.

It should be noted that when the off-street parking regulations were modified last year, the modifications that allowed gravel were specifically for parking areas in industrial zones or off alleys in residential areas. There is already an exemption to the surface material requirement for parking of vehicles under one ownership that applies to all zones; however, it is unknown to current staff why this exemption was initially allowed. However, the vehicles that will be parked in these parking areas are not under one ownership, so this exemption does not apply. If the Commission wishes to grant this request, this would be the first time staff recalls that this waiver was granted for a parking lot in a commercial zone. It should also be noted that if the plan is to park wrecked or damaged vehicles, some screening should be required to obstruct them from public view and from the adjoining neighborhood. Although the surrounding areas are zoned commercial, there are residential units with a direct view of the proposed parking areas.

FINANCIAL INFORMATION There is no cost to the City to approve or deny this request. It is unknown whether this decision could have a significant impact on the surrounding properties.

SUGGESTED MOTION I move to deny the request regarding a parking lot at 1920 W. Main Street as it is not in the public interest to waive the surface material in the Off-Street Parking and Loading Regulations.

OR

In the interest of the public, I move to approve the request to waive the surface material in the Off-Street Parking and Loading Regulations for a parking lot at the rear of 1920 W. Main Street with the condition that the off-street parking surface be maintained with an all-weather, dustless material that is contained in such a manner as to not allow surface material to wash off during heavy rains, that the parking area must be contained at the rear of the building, and the area be screened from public view or from the view of the adjoining neighborhood.

OR

I move to refer the applicant to the Board of Zoning Appeals and follow the variance application procedure.

SUPPORTING DOCUMENTS

1. ARTICLE_VII._OFF_STREET_PARKING_AND_LOADING_REGULATIONS
2. Zoning Around 1920 W. Main St.
3. Scott Mills - Quality Paint and Body
4. 1920 W Main - Quality Paint

ARTICLE VII. OFF-STREET PARKING AND LOADING REGULATIONS¹

701.0. Applicability.

At the time of erection of a new structure, or at the time of enlargement to the extent of 25 percent or more, or change in use of an existing structure within any district in the city, off-street parking spaces shall be provided as in this section, **unless the city commission deems it in the public interest to waive or modify this requirement.** Parking shall be adequate to meet the demand in all cases. The following guidelines are offered but may be adjusted if sufficient evidence is presented to justify a change.

The C-3 central business district shall be exempt from complying with the following off-street parking and loading requirements.

¹Cross reference(s)—Variances granted by the board of zoning appeals, § 2-116; offstreet parking requirements for certain mobile homes, § 66-4.

702.0. Off-street parking spaces required.

702.1. Dwelling and lodging uses:

Use		Parking Spaces Required
Children's homes		One for each 6 beds.
Dormitories		One for each 2 beds plus 1 for each 100 square feet of usable floor area.
Dwellings:		
	One- and two-family dwellings	Two spaces per dwelling unit.
	Multifamily dwellings containing three or more dwelling units	Two spaces per dwelling unit.
	Multifamily dwelling for the elderly	1.5 spaces per dwelling unit.
Fraternity and sorority houses		One for each 2 members or residents.
Mobile home or house trailer		Two for each dwelling unit.

702.2. Commercial residential uses:

Club, lodge		Spaces to meet the combined requirements of the uses being conducted such as hotel, restaurant, auditorium, etc.
Motel/hotel		One space per guestroom or suite plus 1 additional space for owner or manager; 1 space for every 2 employees.
Roominghouses		One for each guestroom, but not less than 2 in any case.
Tourist homes and boardinghouses		One for each transient offered tourist accommodation in addition to parking spaces required for permanent residents of the building.

702.3. Institutional uses:

Convalescent, hospital, nursing home, sanitarium rest home, home for aged		One space per 3 beds for patients or inmates, plus 1 space for every 2 employees.
Hospital		One space per 4 beds, plus 1 space for each staff doctor, plus 1 space for each 3 employees (including nurses), plus adequate area for parking of emergency vehicles.
Welfare or correctional institution		One space per 5 beds for patients or inmates, plus 1 space for every 2 employees.

702.4. Places of public assembly:

Auditoriums, meeting rooms		One space per 4 seats or 8 feet of bench length.
Church		One space per 4 seats or 8 feet of bench length in the main auditorium.
College, commercial school for adults		One space per 5 students enrolled in school, plus 1 space per 2 faculty members.

Elementary, junior high or middle school	Two spaces per classroom, or 1 space per 5 seats or 8 feet of bench length in auditorium or assembly room, whichever is greater.
High school	Two spaces per classroom, plus 1 space for each 4 students, or 1 space for 4 seats or 8 feet of bench length in auditorium, whichever is greater.
Library, reading room	One space per 400 feet of floor area, plus 1 space for every 2 employees.
Preschool nursery, kindergarten	Two spaces per teacher.
<i>702.5. Commercial recreation:</i>	
Bowling alley	Five spaces per alley, plus 1 space per 2 employees.
Clubs, country, golf or private	One for every 4 members or the requirements of any facility such as a restaurant or nightclub (whichever is greater).
Pool and billiard halls	One for each 100 square feet of usable floor area.
Skating rink	One space per 100 feet of floor area, plus 1 space per 2 employees.
Stadium, arena, outdoor theater	One space per 4 seats or 8 feet of bench length.
<i>702.6. Commercial uses:</i>	
Auction houses	One space per each 2 employees, plus 1 space per 4 seats or 8 feet of bench length, plus 1 space per each 75 square feet of patron standing area provided in the main sales area of the auction house.
Automobile salvage yards	One parking space for each employee, plus 1 parking space for each 10,000 square feet of storage area.
Automobile service station	One for each lubrication stall or area and 1 for each 2 gasoline pumps.
Automobile, truck, recreational vehicle, and mobile home sales lots, and farm equipment sales and service	One parking space for each 3,000 square feet of open sales lot area devoted to the sale, display and rental of said vehicles, plus 1 parking space for each employee.
Auto wash, self-service	Two holding spaces for each car washing stall plus 2 drying spaces for each car washing stall.
Auto wash (mechanical assembly line service)	Ten spaces minimum for customers awaiting service.
Auto repair garage	One for each 500 square feet of floor area; minimum 5 spaces.
Banks or savings and loan office (for drive-in type see "drive-in establishments")	One for each 300 square feet of floor area, plus 1 space per 2 employees.
Barber and beauty shop	Two for each shop operator.

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Clubs, night	One for each 75 square feet of floor area.
Dance or music studios	One for each 200 square feet of floor area.
Dancehalls or ballrooms	One for each 100 square feet of floor area used for dancing.
Day care centers	One for each 10 pupils plus 1 for each employee.
Dental clinics or offices	Four spaces per staff dentist plus 2 spaces for each 3 employees, or 1 space for every 190 square feet of gross floor area, whichever is greater.
Drive-in eating place with service to automobile	Twelve plus 1 for each 50 square feet of building floor area.
Drive-in establishment, general	One for each 50 square feet of floor area.
Dry cleaning shops (automatic services)	One for each 2 dry cleaning machines.
Funeral homes	One space for 4 seats or 8 feet of bench length in chapels, plus 1 space for every 2 employees.
Health center	One for each 200 square feet of gross floor area.
Laundromats	One for each 2 washing machines.
Machinery sales, indoor	One for each 500 square feet of floor area, minimum 5 spaces.
Maintenance shops, in building	One for each 400 square feet of floor area.
Medical clinics or offices	Seven spaces per staff physician plus 2 spaces for each 3 employees, or 1 space for every 120 square feet of gross floor area, whichever is greater.
Ministorage area	Service drive requirement 25 feet nonfacing doors, or 30 feet with facing doors.
Motor vehicle sales, indoors	One for each 400 square feet of usable floor areas of sales room and 1 for each auto service stall in the service area.
Nurseries, open or enclosed retail sales area	One for each 600 square feet of sales area.
Office buildings and offices, general	One for each 300 square feet of floor area exclusive of basement or other interior space used for mechanical services and areas within the building used for parking cars.
Personal service establishments (see also barber and beauty parlors)	One for each 200 square feet of floor area.
Repair shop	One for each 400 square feet of floor area.
Research and testing laboratories	One for each 2 employees computed on the basis of the greatest number of persons employed at any 1 period during the day or night.
Restaurants having less than 4,000 square feet of floor area	One for each 200 square feet of floor area.
Restaurants having more than 4,000 square feet of floor area	Twenty plus 1 for each 100 square feet of floor area in excess of 4,000 square feet.

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Retail shops, under 2,000 square feet of floor area	One for each 200 square feet of floor area.
Retail shops, 2,000 square feet of floor area or over	Ten plus 1 for each 400 square feet of floor area in excess of the first 2,000 square feet of floor area.
Shopping centers	5.5 parking spaces for each 1,000 square feet gross leasable floor area.
Theater	One for each 4 seats.
Veterinary clinic	One for each 300 square feet of floor area.
702.7. Industrial uses:	
Storage of: gravel, petroleum products, sand, etc., in open	One for each 2,000 square feet of total site area.
Storage warehouse, manufacturing establishment, air, rail or trucking freight terminal	One space per employee, plus 1 space per 400 square feet of patron serving area.
702.8. Ministorage facilities:	
a. Storage facility—doors not facing	25 feet hard-surfaced service and maneuvering area.
b. Storage facility—doors facing	30 feet hard-surfaced service and maneuvering area.

703.0. Off-street loading regulations.

703.1. Schools: A driveway designed for continuous forward flow of passenger vehicles for the purpose of loading and unloading children shall be located on the site of any school having a capacity greater than 25 students.

703.2. Merchandise, materials, or supplies: Buildings or structures to be built or substantially altered which receive and distribute material or merchandise by truck shall provide and maintain off-street loading berths in sufficient numbers and size to adequately handle the needs of the particular use. If loading space has been provided in connection with an existing use or is added to an existing use, the loading space shall not be eliminated if elimination would result in less space than is required to adequately handle the needs of the particular use. Off-street parking areas used to fulfill the requirements of this ordinance shall not be used for loading and unloading operations except during periods of the day when not required to take care of parking needs.

704.0. General provisions.

704.1. Determination of required number of spaces:

- a. *Fractional spaces:* When determination of the number of off-street parking spaces required by this regulation results in a requirement of a fractional space, the fraction of one-half or less may be disregarded, and a fraction in excess of one-half shall be counted as one parking space.
- b. *Floor area:* Floor area, when used as a measurement for determining the number of parking spaces for office, merchandising or service uses, shall mean the gross floor area used or intended to be used for service to the public as patrons or patients, including areas occupied by fixtures and equipment used for display or sale of merchandise. It shall not include areas used principally for nonpublic purposes such as storage, processing or packaging of merchandise, show windows, or restrooms or utilities, dressing, fitting or alteration rooms.
- c. *Beds:* Bassinets shall not be counted as beds in determining the number of parking spaces based upon the number of beds.

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- d. *Places of assembly:* In stadiums, sports areas, churches and other places of assembly in which patrons or spectators occupy benches, pews or other similar seating facilities, each 20 inches of such seating facilities shall be counted as one seat for determining the number of off-street parking spaces required.
 - e. *Mixed uses:* When a building or development contains mixed uses, the off-street parking requirement shall be calculated for each individual use and the total parking requirement shall be the sum of the individual parking requirements.
 - f. *Employees:* Employees, when used as a measurement for determining the number of parking spaces for a new or established expanding business, shall be estimated in a manner approved by the governing body.
 - g. *Unlisted uses:* Requirements for types of buildings and uses not specifically listed herein shall be determined by the governing body, after a report and recommendation from the planning commission, based upon the requirements of comparable uses listed.

704.2. Parking for multiple uses: In the event several uses occupy a single structure or parcel of land, the total requirements for off-street parking shall be the sum of the requirements of the several uses computed separately.

704.3. Joint parking: Owners of two or more uses, structures, or parcels of land may agree to utilize jointly the same parking and loading spaces when the hours of operation do not overlap, provided that satisfactory legal evidence is presented to the zoning administrator, in the form of deeds, leases, or contracts, to establish the joint use.

704.4. Use of required parking spaces: Required accessory off-street parking facilities provided for the uses hereinafter listed shall be solely for the parking of motor vehicles in operating condition of patrons, occupants, or employees of such uses and shall not be used for the storage of vehicles, boats, motor homes, campers, mobile homes or materials or for the parking of trucks used in conducting the business or use.

704.5. Location of parking and loading spaces:

- a. Off-street parking spaces for dwellings shall be located on the same lot or lots with the dwelling. Other required parking spaces shall be located no farther than 500 feet from the building they are required to serve, measured in a straight line from the building's nearest point to the nearest point of the off-street parking area. Provided, any off-street parking spaces not located on the same lot, as permitted by this ordinance, must be located in the same zone as required for the building or facility it serves.
- b. Unless otherwise provided, required parking and loading spaces shall be located in a required front yard, but may be located within a required side or rear yard provided that a four-foot setback be maintained from any property line under separate ownership. (See 705.2, Screening and Buffer Required.)

Exceptions: Parking in conventional residential driveways connecting from the street to private garages or carports may be permitted. Also, shortterm parking may be permitted on loop driveway located in the front yard of any public school.

Parking in conventional residential areas shall not be permitted on unimproved areas of the front yard, and will only be permitted when meeting the requirements of this ordinance.

- c. Parking space provided in an enclosure or semienclosed structure shall not project beyond any required building line, except as provided in section 602.6, "Accessory Buildings."

704.6. Plan required: A plan, drawn to scale, indicating how the off-street parking and loading requirements are to be fulfilled shall accompany an application for a building permit. The plan shall show all elements necessary to indicate that the requirement is being fulfilled, including the following:

- a. Delineation of individual parking and loading spaces by adequate striping.

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- b. Circulation area necessary to serve spaces.
 - c. Access to streets and property to be served.
 - d. Curb cuts.
 - e. Dimensions, continuity, and substance of required screening.
 - f. Grading, drainage, surfacing, and subgrading details.
 - g. Delineation of obstacles to parking and circulation in finished parking area.
 - h. Specification as to signs and bumper guards.
 - i. Other pertinent details.

704.7. Completion time for parking lots: Required parking spaces shall be improved as required, and made available for use before the final inspection is completed by the building inspector.

705.0. Design requirements.

705.1 Surface material: Areas used for standing or maneuvering of vehicles shall have concrete, asphalt concrete, or asphalt double-sealed surfaces, maintained adequately for all weather use, and so drained as to avoid flow of water across sidewalks.

Exception:

Vehicle storage lots for the overnight storage or long-term warehousing of vehicles under one ownership.

In M-1 and M-2 districts other material may be substituted in lieu of concrete, asphalt concrete, or asphalt double-sealed surfaces for non-ADA off-street parking spaces for new parking areas and expansion of non-hard surfaced parking areas that are grandfathered in. If a business currently has a hard-surfaced parking lot, and needs to expand that parking area, they can expand it using a non-hard surfaced parking material for up to 2 years, at which time they will need to hard surface the expanded parking area [meeting the surface material requirements of 705.1] or remove the expanded parking area.

The exceptions only apply to new or expanded parking areas and do not allow for the removal and replacement of existing concrete, asphalt concrete, or asphalt double-sealed surfaces with other material.

The exceptions shall meet the following requirements:

Non-ADA off-street parking areas shall be graded, paved or otherwise improved with an all-weather, dustless material that is contained in such a manner as to not allow surface material to wash off during heavy rains, and so drained as to avoid flow of water across sidewalks.

ADA compliant parking and accessible paths to an entrance to the facility served by off-street parking shall be hard-surfaced.

705.2. Screening and buffer setback required:

- a. Except for parking to serve one- or two-family residential uses, parking and loading areas adjacent to or within residential districts or adjacent to residential uses shall be designed to minimize disturbance of residents by the erection between the uses of a sight-obscuring fence of not less than five feet nor more than six feet in height, except where vision clearance is required.
- b. No off-street parking will be permitted within less than four feet of a property line under separate ownership.

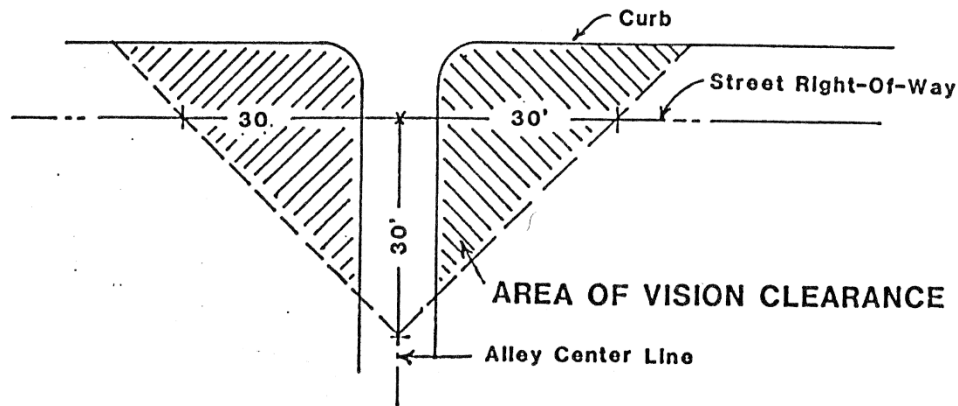
705.3. Lighting: Artificial lighting which may be provided shall be so deflected as not to shine or create glare in any residential district or on any adjacent dwelling.

705.4. Service drives:

- a. Service drives to off-street parking areas shall be designed and constructed to facilitate the flow of traffic, provide maximum safety of traffic access and egress, and maximum safety for pedestrians and vehicular traffic on the site. The number of service drives shall be limited to the minimum that will allow the property to accommodate the traffic to be anticipated. Service drives shall not be more than 30 feet in width, nor less than 25 feet for two-way drives, nor less than 16 feet for one-way drives. In the case of a corner lot, service drives shall be located not closer than 30 feet to the intersecting street line. Service drives shall be located not closer than four feet to a side lot line, except that a common service drive of two adjacent properties with width not exceeding 30 feet may be provided at the common lot line.

Exception: Residential service drives connecting from the street to private garages, carports or parking spaces [shall not exceed 24 feet unless approved by the city engineer].

- b. Service drives shall have a minimum vision clearance area formed by the intersection of the driveway centerline, the street right-of-way line, and a straight line joining said lines through points 30 feet from their intersection.



- c. Service drives shall be from the street to the parking and shall have concrete, asphalt concrete, or asphalt double-seal surfaces, maintained adequately for all-weather use, and so drained as to avoid flow of water across sidewalks.

705.5. Minimum parking space dimensions:

- a. If 90-degree parking space,
stall depth—19' 0"
stall width—9' 0"
aisle width—25' 0"
- b. If 60-degree parking space,
stall depth—19' 0"
stall width—9' 0"
aisle width—18' 6"
- c. If 45-degree parking space,
stall depth—19' 6"

-
- stall width—9' 0"
 - aisle width—13' 6"
 - d. If 30-degree parking space,
 - stall depth—19' 0"
 - stall width—9' 0"
 - aisle width—11' 0"
 - e. If parallel parking space,
 - stall depth—8' 0"
 - curb length—23' 0"
 - aisle width—12' 0", or if adjacent to angle parking, use largest width
 - f. If 90-degree ADA car accessible space,
 - stall depth—19' 0"
 - stall width—9' 0" with 5' 0" access aisle
 - aisle width—25' 0"
 - g. If 90-degree ADA van accessible parking space,
 - stall depth—19' 0"
 - stall width—11' 0" with 5' 0" access aisle
 - Vertical clearance—8' 2"
 - aisle width—25' 0"

705.6. Striping required: Parking spaces for dwellings shall be delineated by pavement striping and must meet minimal parking stall sizes as described above in section 705.5.

Exceptions:

Open parking spaces for one- and two-family dwelling units.

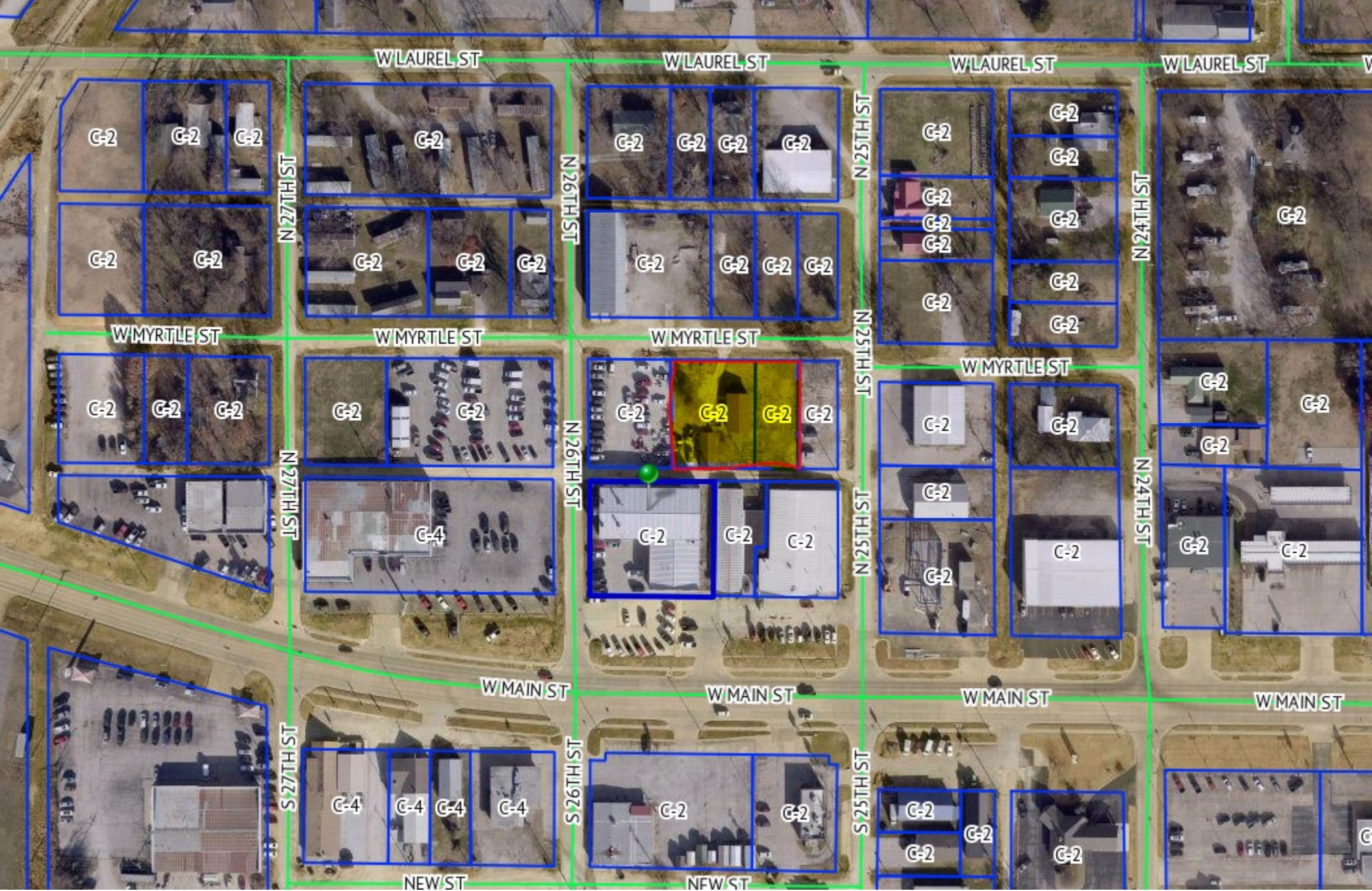
Parking lots meeting an exception in 705.1, except for markings and identifying signage for any required ADA accessible stalls.

705.7. ADA Accessibility:

- a. All off-street parking lots or garages shall meet the minimum number of accessible parking spaces as required by the ADA.
- b. Accessible parking spaces must be located on the shortest accessible route of travel to an accessible facility entrance.
- c. Accessible parking spaces shall have markings and identifying signage as required by the ADA.

Exception: Open parking spaces for one- and two-family dwelling units.

(Ord. No. 4147, § 3, 5-23-13; Ord. No. 4147, § 3, 5-23-13; Ord. No. 4430, § 1, 2-23-23)



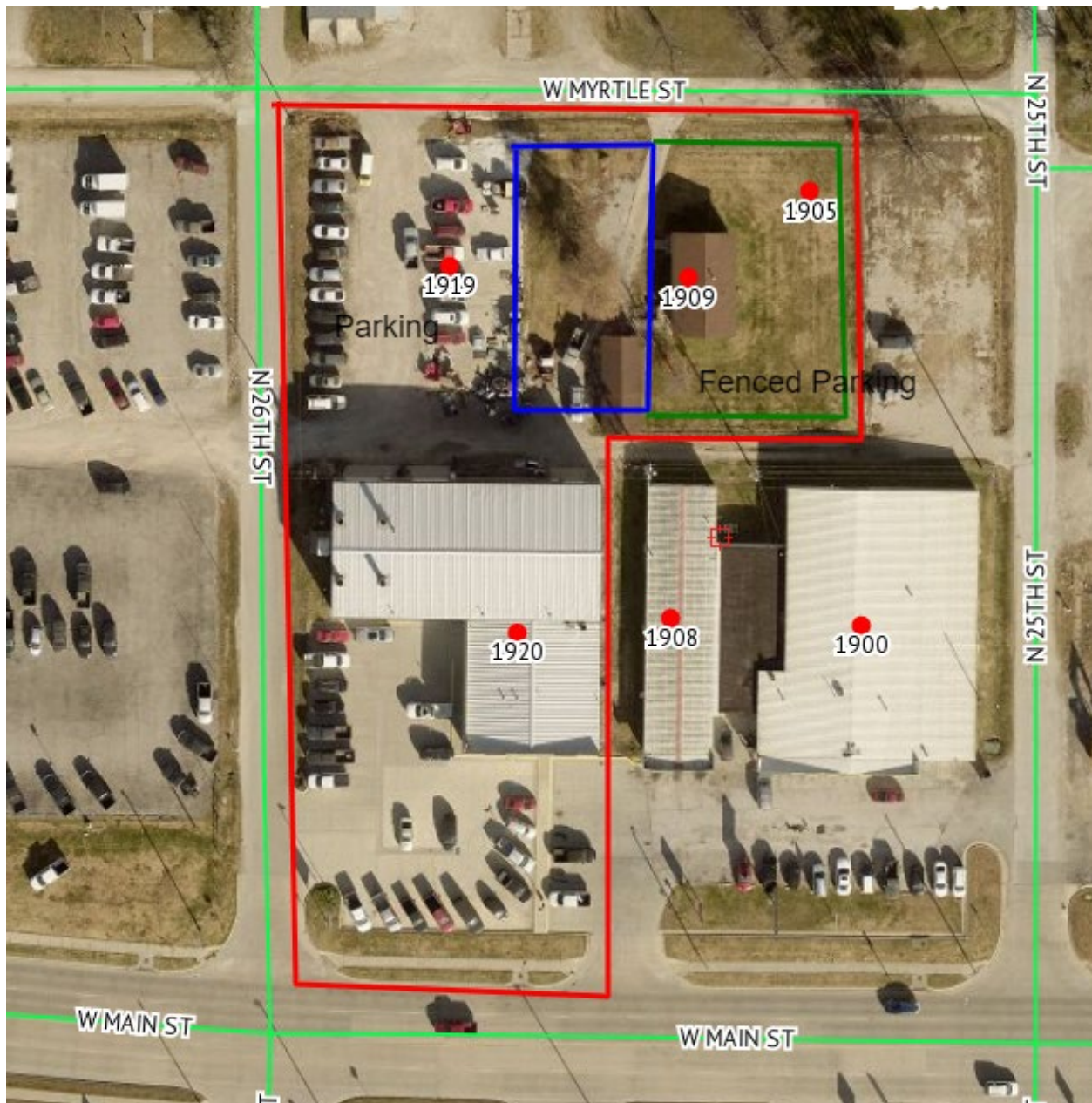
From: paint <paint@qualitymotors.com>
Sent: Monday, January 15, 2024 11:07:02 AM
To: Kelly Passauer <kellyp@independenceks.gov>
Subject: Variance Request

For your consideration, we would like to ask for a variance on our plans for an addition to Quality Paint & Body.

Our plans for the new structure include a secure area to the east that will be fenced & gated for the purposed of storing trailers, paint racks & equipment as well as vehicles deemed a total loss that are awaiting pick up from the insurance company. This areas will not be accessible to the public nor will it be used for public parking. Our plans state that this area will be stripped of vegetation & covered in compacted AB3 rock. It will be fenced using a 6' commercial security style chain link fence.

Please let me know if this is acceptable - we are hoping to begin construction by the 1st of February 2024.

Thank you!
Scott Mills/Owner
Quality Paint & Body
1920 West Main
Independence KS 67301
620-331-2639





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 25, 2024

Department Street

Director Approval John Garris

AGENDA ITEM Consider approving award of the contract for renovation of the parking lot north of City Hall to Heck & Wicker, Inc.

SUMMARY RECOMMENDATION Approve award.

BACKGROUND The City has completed renovating City Hall. As such, the parking configuration has changed around the building. The lot due north of City Hall, which is part of the Consent Decree with the DOJ, does not have sufficient numbers of ADA spaces to support the new building. Additionally, the lot is deteriorating due to age and the spaces are not configured for the larger size of modern vehicles and higher concentration of pickup trucks (30%+ pickups have been observed in the lot) normally seen in area parking spaces. If the RCA is approved, the new spaces will be larger and will have more room for parking and vehicle egress.

The Commission selected a large, plain footprint replacement of the lot. Bids were received on January 18th, 2024 from two firms and a bid tabulation is attached. The low bid was \$593,351.20, by Heck & Wicker, Inc., versus the second bid of \$621,588.25 by Muller Construction, Inc. The engineer's estimate was \$550,000.

The total incremental cost of this decision would include the construction engineering and inspection, which has previously been contracted to TranSystems, Inc at a maximum fee of \$68,000. This \$68,000 is not included in the bid amount, but is an expense that would not be incurred if the parking lot were not renovated.

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

FINANCIAL INFORMATION This project was included in the 2022 Street Bond issuance and the \$593,351.20 is intended to be paid for with a combination of those bond dollars and ADA dollars.

SUGGESTED MOTION I move to authorize award of the renovation of the parking lot north of City Hall to Heck & Wicker, Inc. for the unit price bid of \$593,351.20.

SUPPORTING DOCUMENTS

1. Heck & Wicker Inc
2. Muller Construction Inc

BID.....0410
PROPOSAL of Heck & Wicker Inc

hereinafter referred to as BIDDER,

- * a corporation arranged under the laws of the State of Kansas
- * a partnership consisting of
- * an individual d/b/a

TO: The City of Independence, Kansas, referred to as OWNER,

In response to your Invitation to Bid and having carefully examined the drawings, specifications, related contract documents, all addenda thereto, the project site and conditions related thereto, the BIDDER hereby proposes to perform all work City Hall Parking Lot in strict accordance with these Contract Documents, within the period(s) of time set out herein, and for the price(s), stated hereinafter.

By submission of this Bid, BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication, agreement, collusion, or understanding with any other Bidder submitting a Bid for this Project.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within fourteen (14) consecutive calendar days, after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, Insurance Certificates, and all other documents as required in these documents.

As bid security, BIDDER provides herewith, *Bid Bond, *Cashier's check, *Certified check, in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established. BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

BIDDER, in submitting this Bid, agrees to commence work under the Agreement on or before a date to be specified in the Notice to Proceed and to complete the Agreement within 90 consecutive calendar days, thereafter. BIDDER acknowledges understanding of terms for liquidated damages as provided by the General Conditions, and agrees to pay liquidated damages in the amount of \$1,000 per day, and by the term(s) established in the Agreement, without condition or recourse.

BIDDER acknowledges receipt of the following ADDENDA:

<u>NO.</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____
_____	_____

BID SCHEDULE

0410 - 1

Bid Prices shall be written in both word and numerals. In case of discrepancy, the bid price as written in words shall govern. Bidder understands and acknowledges in offering this Bid that the bid price in the Bid Schedule represents a summary price of all major items of construction required for the proposed work. Bidder further assures and acknowledges that each unit or lump sum bid price includes the cost of all adjacent, incidental, related, and companion items which are shown on the drawings, called for in the specifications, or otherwise necessary to provide a complete and functioning project.

The OWNER reserves the right to increase, decrease, or delete from the Project quantities of work at the Unit Bid Price or Lump Sum Price in order to bring the total contract price to the budgeted project expenditures.

BASE BID

<u>Item No.</u>	<u>No. of Units</u>	<u>Item Description w/Bid Price Written in Words</u>	<u>Unit Price Dollars Cents</u>	<u>Extended Total Dollars Cents</u>
1	1	Contractor Construction Staking <u>five thousand dollars</u> /LS	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
2	1	Mobilization <u>thirty two thousand four hundred twenty five dollars</u> /LS	\$ <u>32,425.00</u>	\$ <u>32,425.00</u>
3	1	Clearing and Grubbing <u>eight thousand dollars</u> /LS	\$ <u>8,000.00</u>	\$ <u>8,000.00</u>
4	2	Tree Removal <u>three thousand dollars</u> /EA	\$ <u>3,000.00</u>	\$ <u>6,000.00</u>
5	5	Removal Bollards <u>six hundred and fifty dollars</u> /EA	\$ <u>650.00</u>	\$ <u>3,250.00</u>
6	1	Remove 6' Pier <u>three thousand five hundred dollars</u> /EA	\$ <u>3,500.00</u>	\$ <u>3,500.00</u>
7	592	Rock Excavation <u>forty eight dollars</u> /CY	\$ <u>48.00</u>	\$ <u>28,416.00</u>
8	961	Common Excavation <u>thirty five dollars</u> /CY	\$ <u>35.00</u>	\$ <u>33,635.00</u>

9	34	Compaction of Earthwork Type B (MR-90) <u>twenty dollars</u>	\$ <u>20.00</u>	\$ <u>680.00</u>
		/CY		
10	682	Compaction of Earthwork Type AA (MR-0-5) <u>five dollars</u>	\$ <u>5.00</u>	\$ <u>3,410.00</u>
		/CY		
11	244	Curb and Gutter Combined (AE) <u>forty five dollars</u>	\$ <u>45.00</u>	\$ <u>10,980.00</u>
		/LF		
12	327	Curb, Edge (9")(AE) <u>forty five dollars</u>	\$ <u>45.00</u>	\$ <u>14,715.00</u>
		/LF		
13	207	Aggregate Base (AB-3)(4") <u>twenty dollars</u>	\$ <u>20.00</u>	\$ <u>4,140.00</u>
		/SY		
14	4087	Aggregate Base (AB-4)(6") <u>fifteen dollars & 60/100</u>	\$ <u>15.60</u>	\$ <u>63,757.20</u>
		/SY		
15	207	Sidewalk Construction (4")(AE) <u>One hundred & thirteen dollars</u>	\$ <u>113.00</u>	\$ <u>23,391.00</u>
		/SY		
16	7	Sidewalk Ramp <u>three hundred dollars</u>	\$ <u>300.00</u>	\$ <u>2,100.00</u>
		/SY		
17	1331	6" HMA Comm. Grade (SM-12.5A)(PG-70-28) <u>One hundred thirty nine dollars & fifty cents</u>	\$ <u>139.50</u>	\$ <u>185,674.50</u>
		/TON		
18	595	Concrete Pavement (6" Uniform) (AE) <u>seventy four dollars & thirty two cents</u>	\$ <u>74.32</u>	\$ <u>44,220.40</u>
		/SY		
19	300	Concrete Pavement (8" Uniform) (AE) <u>eighty four dollars & fifteen cents</u>	\$ <u>84.15</u>	\$ <u>25,245.00</u>
		/SY		
20	1	Temporary Surfacing Material (Aggregate)(Set Price) <u>fifty dollars</u>	\$ <u>50.00</u>	\$ <u>50.00</u>
		/CY		

21	5125	Pavement Marking (Thermoplastic)(White)(4") <u>One dollar + ninety</u> <u>cents</u> /LF	\$ <u>1.90</u>	\$ <u>9,737.50</u>
22	74	Pavement Marking (Thermoplastic)(Yellow)(4") <u>two dollars + ninety</u> <u>cents</u> /LF	\$ <u>2.90</u>	\$ <u>214.60</u>
23	6	Pavement Marking Symbol (Intersection Grade)(White)(Thru Arrow) <u>Six hundred dollars</u> /EA	\$ <u>600.00</u>	\$ <u>3,600.00</u>
24	4	Pavement Marking Symbol (Intersection Grade)(White)(Handicap) <u>Six hundred dollars</u> /EA	\$ <u>600.00</u>	\$ <u>2,400.00</u>
25	2	Pavement Marking Symbol (Intersection Grade)(White)(EV) <u>Seven hundred dollars</u> /EA	\$ <u>700.00</u>	\$ <u>1,400.00</u>
26	29	Parking Blocks <u>One hundred + seventy</u> <u>five dollars</u> /EA	\$ <u>175.00</u>	\$ <u>5075.00</u>
27	1	Signing <u>five + thousand two</u> <u>hundred dollars</u> /LS	\$ <u>5,200.00</u>	\$ <u>5,200.00</u>
28	1	Traffic Control <u>Six thousand dollars</u> /LS	\$ <u>6,000.00</u>	\$ <u>6,000.00</u>
29	4	Bollards 6" <u>One thousand dollars</u> /EA	\$ <u>1,000.00</u>	\$ <u>4,000.00</u>
30	1	Relocate and Set Existing Drop Box <u>two hundred + fifty</u> <u>dollars</u> /LS	\$ <u>250.00</u>	\$ <u>250.00</u>
31	1	4" Electrical Conduit W/ 30" Sweeps <u>two thousand + eight</u> <u>hundred fifty dollars</u> /LS	\$ <u>2,850.00</u>	\$ <u>2,850.00</u>

32	1	Sodding <u>ten-thousand five</u> <u>hundred dollars</u> /LS	\$ <u>10,500.00</u>	\$ <u>10,500.00</u>
33	1	Erosion Control <u>eight thousand seven</u> <u>hundred & fifty dollars</u> /LS	\$ <u>8,750.00</u>	\$ <u>8,750.00</u>
		_____/LF		
34	2	Inlet (Area) <u>seven thousand seven</u> <u>hundred & fifty dollars</u> /EA	\$ <u>7,750.00</u>	\$ <u>15,500.00</u>
35	203	Storm Sewer (18")(RCP) <u>Ninety five dollars</u> /LF	\$ <u>95.00</u>	\$ <u>19,285.00</u>

Total Base Bid Amount

Five hundred ninety three thousand three hundred fifty one dollars & ²⁰/₁₀₀ Dollars (\$ 593,351.20)

Amounts are to be shown in both words and figures. In case of discrepancy, the amounts written in words will govern.

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of all major components of construction required; and is set forth to facilitate the comparison of bids; and to provide a basis for any future negotiations that may be necessary.

BIDDER further understands and acknowledges that the bids on the different items on the Bid Schedule must be balanced within reasonable limits.

ATTEST: Tamara E. Jones
Rh. Miller
By Project Manager
Title

(SEAL)
(If Bid is a Corporation)

Respectfully submitted,

Heck & Wicker Inc
Name of Contractor
1900 Southern Blvd
Parsons KS 67357

Khwickar@heckandwicker.com
Address (Including Zip Code)
620 421 3280

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Heck & Wicker, Inc.
1900 Southern Blvd.
Parsons, KS 67357

SURETY:

(Name, legal status and principal place
of business)

Employers Mutual Casualty Company
717 Mulberry Rd.
Des Moines, IA 60309

This document has important legal
consequences. Consultation with an attorney is
encouraged with respect to its completion or
modification.

OWNER:

(Name, legal status and address)

City of Independence, KS
120 N. 6th St.

Independence, KS 67301

BOND AMOUNT: 5%

Any singular reference to Contractor, Surety,
Owner or other party shall be considered plural
where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

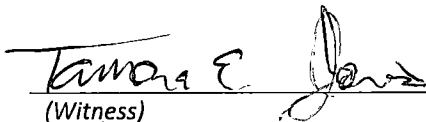
Parking Lot Improvements, 6th & Myrtle St., City of Independence, KS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

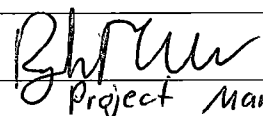
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of January, 2024


(Witness)

Heck & Wicker, Inc.

(Principal)

 (Seal)
Project Manager

(Title)

Employers Mutual Casualty Company

(Surety)


(Witness) Pam Mendicki

 (Seal)
(Title) Annetta Trammell, Attorney-In-Fact

11/11/11



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

ANNETTA TRAMMELL

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

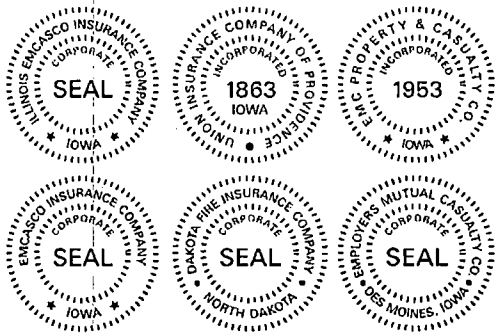
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of January, 2024.

Ryan J. Springer
Vice President



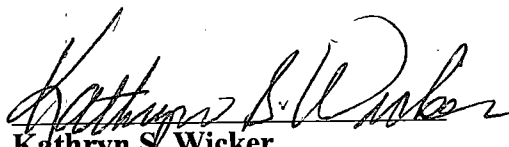
1900 Southern Boulevard
Parsons, Kansas 67357
(620) 421-3280
Fax: (620) 421-4430

CORPORATE RESOLUTION OF SIGNING AUTHORITY

RESOLUTION OF HECK & WICKER INC.

RESOLVED THAT THE EXECUTION OF DEEDS, POWERS OF ATTORNEY, TRANSFERS, ASSIGNMENTS, CONTRACTS, OBLIGATIONS, CERTIFICATES, AND OTHER INSTRUMENTS OF WHATEVER NATURE ENTERED INTO BY THE COMPANY DIRECTLY OR THROUGH A TRANSFER AGENT OR REGISTRAR FOR ANY STOCK COMPANY, ACTING IN ITS CAPACITY AS A CORPORATE DIRECTOR OR EXERCISING ANY AND ALL OTHER POWERS CONFERRED UPON IT BY THE LETTERS PATENT INCORPORATING IT OR BY THE LAW PERTAINING TO SUCH MATTERS, SHALL BE SIGNED BY **BENAJAH P. WICKER**.

I, Kathryn S. Wicker, the undersigned Secretary of Heck & Wicker, Inc. **HEREBY CERTIFY** that the foregoing is a true and correct copy of a Resolution of the Board of Directors of said Company passed by a resolution of the said board dated October 1, 2024, and that the said Resolution is still in full force and effect.


Kathryn S. Wicker
Secretary

**Heck & Wicker, Inc. Projects/References
2024**

City of Parsons, Darrell Moyer, City Engineer 620-421-7020

US-59(16th St Improvements) **Completed 05/19/20 Contract Amount \$1,923,254.48**

Concrete paving, curb/gutter, excavation, grading, storm sewer Project 2019-01, **Completed 12/31/19(concrete repair/replacement contract with City of Parsons)**

City of Pittsburg, Matt Bacon, Director of Public Utilities, 620-249-4527

Georgia Street Project, **Completed 12/20/21 Contract Amount-\$463,000.00**

Concrete paving, curb/gutter, excavation, grading, storm sewer

North Walnut Street Extension Project, **Completed 05/19/2020, Contract Amount-\$269,898.78**

Concrete paving, curb/gutter, excavation, grading, storm sewer

Terrace Street Project – **Contract Amount - \$923,139.58 Started November 15, 2023**

Concrete paving, curb/gutter, excavation, grading

Crawford County Sewer District#3 –Earles Engineering, Jim Zibert 620-232-4753

Contact Amount - \$425,000.00 Completed May 20, 2020

Force Main Relocation Crawford County Project 19-304

KDOT-Montgomery County

KDOT Contacts – Gerryd Beeson 620-332-7440

City of Independence Riprap Project(Independence KS), Started March 2022 finished

Notice of Acceptance 11-22-22, Contract Amount \$1,693,581.13

City of Coffeyville -Pedestrian & Bicycle Paths(Coffeyville KS) started October 2022 **(completed)**

Contract Amount – **Contract Amount #1,231,929.26**

KDOT Contacts – Doug Pulliman 620-308-7613

City of Arma-Grading and surfacing. US-69B2 fr Washington St to N CL in the City of Arma in CR County.

Length is 0.4 miles

Contract Amount \$1,105,841.10. Started May 22, 2023, Completed October 13, 2023

City of Baxter Springs and City of Chetopa and City of Oswego – Sidewalk Improvements. **Started February 27, 2023, Completed May 12, 2023. Contract Amount - \$137,303.00**

BID.....0410

PROPOSAL of Muller Construction, Inc.

hereinafter referred to as BIDDER,

- * a corporation arranged under the laws of the State of Kansas
- * a partnership consisting of
- * an individual d/b/a

TO: The City of Independence, Kansas, referred to as OWNER,

In response to your Invitation to Bid and having carefully examined the drawings, specifications, related contract documents, all addenda thereto, the project site and conditions related thereto, the BIDDER hereby proposes to perform all work City Hall Parking Lot in strict accordance with these Contract Documents, within the period(s) of time set out herein, and for the price(s), stated hereinafter.

By submission of this Bid, BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication, agreement, collusion, or understanding with any other Bidder submitting a Bid for this Project.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within fourteen (14) consecutive calendar days, after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, Insurance Certificates, and all other documents as required in these documents.

As bid security, BIDDER provides herewith, *Bid Bond, *Cashier's check, *Certified check, in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established. BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

BIDDER, in submitting this Bid, agrees to commence work under the Agreement on or before a date to be specified in the Notice to Proceed and to complete the Agreement within 90 consecutive calendar days, thereafter. BIDDER acknowledges understanding of terms for liquidated damages as provided by the General Conditions, and agrees to pay liquidated damages in the amount of \$1,000 per day, and by the term(s) established in the Agreement, without condition or recourse.

BIDDER acknowledges receipt of the following ADDENDA:

NO.

DATE

n/a

n/a

BID SCHEDULE

0410 - 1

MULLER CONSTRUCTION INC.
204 N. CENTRAL
P.O. BOX 1235
COFFEYVILLE, KS 67337

Bid Prices shall be written in both word and numerals. In case of discrepancy, the bid price as written in words shall govern. Bidder understands and acknowledges in offering this Bid that the bid price in the Bid Schedule represents a summary price of all major items of construction required for the proposed work. Bidder further assures and acknowledges that each unit or lump sum bid price includes the cost of all adjacent, incidental, related, and companion items which are shown on the drawings, called for in the specifications, or otherwise necessary to provide a complete and functioning project.

The OWNER reserves the right to increase, decrease, or delete from the Project quantities of work at the Unit Bid Price or Lump Sum Price in order to bring the total contract price to the budgeted project expenditures.

BASE BID

Item No.	No. of Units	Item Description w/Bid Price Written in Words	Unit Price		Extended Total	
			Dollars	Cents	Dollars	Cents
1	1	Contractor Construction Staking Three thousand two hundred fifty dollars /LS	\$	3,250.00	\$	3,250.00
2	1	Mobilization Seventy-six thousand five hundred dollars /LS	\$	76,500.00	\$	76,500.00
3	1	Clearing and Grubbing Ten thousand dollars /LS	\$	10,000.00	\$	10,000.00
4	2	Tree Removal One thousand dollars /EA	\$	1,000.00	\$	2,000.00
5	5	Removal Bollards Six hundred dollars /EA	\$	600.00	\$	3,000.00
6	1	Remove 6' Pier Four thousand dollars /EA	\$	4,000.00	\$	4,000.00
7	592	Rock Excavation Twenty eight dollars and fifty cents /CY	\$	28.50	\$	16,872.00
8	961	Common Excavation Nineteen dollars and seventy five cents /CY	\$	19.75	\$	18,979.75

MULLER CONSTRUCTION INC.
204 N. CENTRAL
P.O. BOX 1235
COFFEYVILLE, KS 67337

9	34	Compaction of Earthwork Type B (MR-90) Ten dollars _____/CY	\$ 10.00	\$ 340.00
10	682	Compaction of Earthwork Type AA (MR-0-5) Eight dollars _____/CY	\$ 8.00	\$ 5,456.00
11	244	Curb and Gutter Combined (AE) Thirty-two dollars _____/LF	\$ 32.00	\$ 7,808.00
12	327	Curb, Edge (9")(AE) Twenty two dollars _____/LF	\$ 22.00	\$ 7,194.00
13	207	Aggregate Base (AB-3)(4") Twenty-four dollars _____/SY	\$ 24.00	\$ 4,968.00
14	4087	Aggregate Base (AB-4)(6") Sixteen dollars _____/SY	\$ 16.00	\$ 65,392.00
15	207	Sidewalk Construction (4")(AE) Fifty-eight dollars _____/SY	\$ 58.00	\$ 12,006.00
16	7	Sidewalk Ramp Two hundred dollars _____/SY	\$ 200.00	\$ 1,400.00
17	1331	6" HMA Comm. Grade (SM-12.5A)(PG-70-28) One hundred fifty-five dollars _____/TON	\$ 155.00	\$ 206,305.00
18	595	Concrete Pavement (6" Uniform) (AE) Seventy dollars _____/SY	\$ 70.00	\$ 41,650.00
19	300	Concrete Pavement (8" Uniform) (AE) One hundred dollars _____/SY	\$ 100.00	\$ 30,000.00
20	1	Temporary Surfacing Material (Aggregate)(Set Price) Sixty dollars _____/CY	\$ 60.00	\$ 60.00

MULLER CONSTRUCTION INC.
204 N. CENTRAL
P.O. BOX 1235
COFFEYVILLE, KS 67337

21	5125	Pavement Marking (Thermoplastic)(White)(4") Two dollars and fifty cents _____/LF	\$ 2.50	\$ 12,812.50
22	74	Pavement Marking (Thermoplastic)(Yellow)(4") Two dollars and fifty cents _____/LF	\$ 2.50	\$ 185.00
23	6	Pavement Marking Symbol (Intersection Grade)(White)(Thru Arrow) Five hundred dollars _____/EA	\$ 500.00	\$ 3,000.00
24	4	Pavement Marking Symbol (Intersection Grade)(White)(Handicap) Five hundred dollars _____/EA	\$ 500.00	\$ 2,000.00
25	2	Pavement Marking Symbol (Intersection Grade)(White)(EV) Five hundred dollars _____/EA	\$ 500.00	\$ 1,000.00
26	29	Parking Blocks Two hundred dollars _____/EA	\$ 200.00	\$ 5,800.00
27	1	Signing Eight thousand five hundred dollars _____/LS	\$ 8,500.00	\$ 8,500.00
28	1	Traffic Control Five thousand dollars _____/LS	\$ 5,000.00	\$ 5,000.00
29	4	Bollards 6" Seven hundred fifty dollars _____/EA	\$ 750.00	\$ 3,000.00
30	1	Relocate and Set Existing Drop Box Four thousand dollars _____/LS	\$ 4,000.00	\$ 4,000.00
31	1	4" Electrical Conduit W/ 30" Sweeps Four thousand dollars _____/LS	\$ 4,000.00	\$ 4,000.00

32	1	Sodding Twelve thousand five hundred dollars	\$ 12,500.00	\$ 12,500.00
		/LS		
33	1	Erosion Control Seven thousand five hundred dollars	\$ 7,500.00	\$ 7,500.00
		/LS		
		n/a		
		/LF		
34	2	Inlet (Area) Ten thousand four hundred fifty dollars	\$ 10,450.00	\$ 20,900.00
		/EA		
35	203	Storm Sewer (18")(RCP) Seventy dollars	\$ 70.00	\$ 14,210.00
		/LF		

Total Base Bid Amount

Six hundred twenty-one thousand five hundred eighty-eight dollars and twenty-five cents Dollars (\$) 621,588.25

Amounts are to be shown in both words and figures. In case of discrepancy, the amounts written in words will govern.

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of all major components of construction required; and is set forth to facilitate the comparison of bids; and to provide a basis for any future negotiations that may be necessary.

BIDDER further understands and acknowledges that the bids on the different items on the Bid Schedule must be balanced within reasonable limits.

ATTEST: Gayne L. Bolman
Muller Construction, Inc.
 By Office Assistant
 Title

(SEAL)
 (If Bid is a Corporation)

Respectfully submitted, Joe Muller
 Muller Construction, Inc. Sec/Treas
 Name of Contractor
204 N Central
PO Box 1235
Coffeyville, KS 67337
 Address (Including Zip Code)
620-251-2020

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Muller Construction, Inc.
PO Box 1235
Coffeyville, KS 67337

SURETY (Name, and Address of Principal Place of Business):

Employers Mutual Casualty Company
PO Box 712
Des Moines, IA 50306-0712

OWNER (Name and Address): City of Independence 120 North 6th Street Independence, Kansas

BID

Bid Due Date: January 18, 2024

Description (Project Name— Include Location): City Hall Parking Lot

BOND

Bond Number: Bid Bond

Date: January 18, 2024

Penal sum Five Percent of Amount Bid \$ (**5%**) (Figures)
(Words)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Muller Construction, Inc. (Seal)
Bidder's Name and Corporate Seal

SURETY

Employers Mutual Casualty Company (Seal)
Surety's Name and Corporate Seal

By:

[Signature]
Signature

Joe Muller
Print Name

Sec/Treasurer
Title

By:

[Signature]
Signature (Attach Power of Attorney)

Charissa D. Lecuyer
Print Name

Attorney-in-Fact
Title

Attest:

[Signature]
Signature

Office Assistant
Title

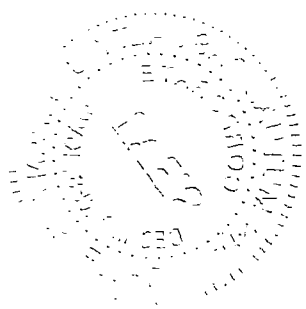
Attest:

[Signature]
Signature

Title: Cassidy D. Palic, Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Charissa D. Lecuyer

its true and lawful attorney-in-fact, with full power and authority conferred to sign the attached reference letter

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

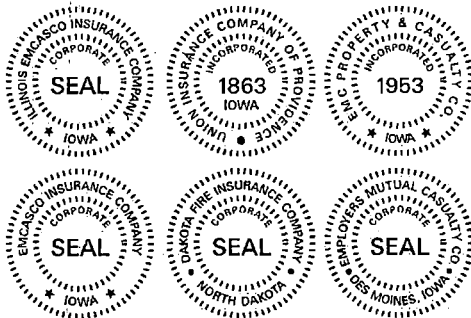
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean, and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of January, 2024.

Ryan J. Springer
Vice President



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 25, 2024**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider initiating a text amendment relating to "Restaurants, drive-in" in the C-3 Central Business District.

SUMMARY RECOMMENDATION City staff recommends initiating a text amendment hearing before the Planning Commission to consider adding a conditional use permit option for "*Restaurants, drive-in*" in the C-3, Central Business District. This would provide the option for further review of this type of use in the downtown area and provide property owners within 200' an opportunity to voice any concerns.

BACKGROUND The Zoning Code defines "*Drive-in establishment*" as follows: "*Any restaurant, financial institution or product-vending enterprise where the patron does not enter and remain within a building during the transaction of his [their] business. Food vending establishments, where the food is not normally consumed within a building or where facilities are provided for eating outside a building, shall be included in this definition.*"

In addition, "*Restaurants, drive-in*" is defined as: "*An establishment whose primary purpose is the sale, dispensing or serving of food, refreshments or beverages in automobiles, including those establishments where customers may serve themselves, except that this shall not be construed as to include what is commonly called a cafeteria.*"

We have had a request for a drive-through and possibly a walk-up counter beverage business in the C-3 district. Customers would not enter the building. Since "*refreshments or beverages*" are included in the definition of "*Restaurants, drive-in*", we have used that definition to review this proposed use.

The Permitted and Conditional Use table provides the following for "*Restaurants, drive-in*":

		Permitted Zoning District													
Land Use Category	Code	A-1	R-1	R-2	R-3	R-4	R-5	O/P	C-1	C-2	C-3	C-4	M-1	M-2	
Restaurants	5810								C	P	P	P	P		
Restaurants, drive-in	5810									P		P			

"*Restaurants, drive-in*" are currently not permitted in the C-3, Central Business District.

It should also be noted that because this proposed project is located in the Downtown Historic District it will also require a Certificate of Appropriateness from the Independence Historic Preservation and Resource Commission before a building permit can be issued. In addition, it will also require a waiver from the City Commission as the building regulations in Section 18-3 require construction within the fire limits to have zero lot lines on the front and side, in addition to masonry brick or stone construction.

FINANCIAL INFORMATION Modifying the permitted and conditional use table would allow this type of use to be located in the C-3 district. Any future anticipated impact on City revenues as compared to other uses that could be located in the district is unknown.

SUGGESTED MOTION I move to initiate a public hearing before the Planning Commission to consider modifying the permitted and conditional use table to allow "*Restaurants, drive-in*" as a conditional use in the C-3 District.

SUPPORTING DOCUMENTS

1. 18-3 Building Regulations in the Fire Limits

Sec. 18-3. Regulations for designated area.

- (a) The provisions of this section shall apply to the following areas which are shown on the map attached to the ordinance from which this section was derived, which is on file in the city clerk's office:
- (1) On the west side of Sixth Street commencing on the north line of Main Street and running thence north to the south line of Laurel Street;
 - (2) On each side of Pennsylvania Avenue commencing at the north line of Maple Street and running thence north to the south line of Chestnut Street;
 - (3) On the east side of Eighth Street commencing at the north line of Main and running thence north to the south line of Laurel Street;
 - (4) On each side of Laurel Street commencing at the west line of Sixth Street and running west to the east line of Eighth Street;
 - (5) On each side of Myrtle Street commencing at the west line of Sixth Street and running thence west to the east line of Eighth Street;
 - (6) On each side of Main Street commencing on the west side of Fifth Street and running thence west to the east line of Ninth Street.
- (b) There is hereby adopted by the board of commissioners the requirements and regulations concerning the development, construction and repair of any building or structure within the area designated in subsection (a) of this section and shown on the map attached to the ordinance from which this section is derived and on file in the city clerk's office. Insofar as new development, construction or repair to existing buildings is concerned, the following standards and requirements shall be applied:
- (1) That all buildings in the area established be constructed or repaired to meet the building code adopted in section 18-31 and other adopted city codes.
 - (2) That all buildings constructed or repaired in this area meet fire zone regulations.
 - (3) That any building constructed or repaired in the designated area be required to be built to zero lot lines on the front and side property lines, but not on the rear. For clarification, any property line adjoining a street in the designated area would be considered as a front or side property line.
 - (4) That all visible building surfaces shall be required to be constructed or faced with stone, brick or unit masonry with the appearance of brick or stone. This would not exclude the use of any glass or other surface treatment allowed by ordinance.
 - (5) The standards and restrictions shall apply to all new building construction and repair to existing buildings in the designated area. Any party or property owner aggrieved by the application of such restrictions and standards may seek variance from the application from any one or all of the standards by appealing in writing to the board of commissioners for such variance. Any such appeal should set forth the reasons for the justification of the variance, a detailed drawing or sketch of the proposed structure and a statement as to why such standards should or should not be applied. The planning and zoning commission/board of zoning appeals will review the variance and base its decision on the provisions of the zoning ordinance regulations of the city (appendix B of this Code).
 - (6) Prior to making any improvements required under this section, the building owner shall receive a permit from the building inspector and provide whatever information is requested by the building inspector.
 - (7) Failure of the owner to comply with the provisions of this section shall, upon conviction, be punished as provided in section 1-14.

(Ord. No. 3537, 10-14-87; Ord. No. 3553, 9-28-88; Ord. No. 3595, 4-24-91)

Cross reference(s)—Fire prevention and protection standards, § 46-76 et seq.



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 25, 2024**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider termination of the Stage 2 Water Warning.

SUMMARY RECOMMENDATION Adopt Resolution terminating the Stage 2 Water Warning.

BACKGROUND The City declared a Stage 2 Water Warning on September 28, 2023 when the water level at Elk City Reservoir dropped to below its normal level by over 5.0 feet in accordance with our Municipal Water Conservation Plan, as approved by the Division of Water Resources.

The level in Elk City is now above the level where a Stage 2 Water Warning is required. As such it is recommended that we terminate the Stage 2 Water Warning at this time. The State Water Office was contacted, and they concurred that this is prudent, since there is more than adequate natural flow in the Verdigris to support anticipated City water use without restriction.

The Stage 1 Water Watch would remain in effect, which requests that the public make efficient use of water.

FINANCIAL INFORMATION This may increase revenue from use of water.

SUGGESTED MOTION I move to approve Resolution 2024-004, terminating the Stage 2 Water Warning.

SUPPORTING DOCUMENTS

1. Resolution 2024-004 - Remove Water Warning and Reinstate Water Watch

RESOLUTION NO. 2024-004

A Resolution Terminating the Stage 2 Water Warning and Returning to a Water Watch

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

Section 1. The Governing Body previously declared the existence of a Stage 2 water warning on September 28, 2023, pursuant to Resolution No.2023-049.

Section 2. The Stage 2 water warning is hereby terminated due to existing conditions.

Section 3. Resolution No. 2023-039 previously declaring the existence of a water watch on August 1, 2023, remains in effect, and shall continue in effect until otherwise terminated by the governing body.

Section 4. This resolution shall take effect on its publication in the official city newspaper.

Adopted by the Governing Body of the City of Independence, Kansas, on the 25th day of January 2024.

Timothy R. Emert, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 25, 2024

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider the execution of a document releasing the right of first refusal on Lot #10 in the West Laurel Industrial Park.

SUMMARY RECOMMENDATION Authorize the execution of a document prepared by the City Attorney.

BACKGROUND Last September the City sold a 2.2 acre Lot in the West Laurel Industrial Park to Phillip Fienen and Wendy Fienen, husband and wife, also known as "BUYER." Since then the BUYER has determined that they no longer need the property and has located another buyer. The original agreement included a right of first refusal. In order for the sale of the property to go through to the next buyer, the City needs to execute a document releasing the first right of refusal. The City Attorney will be preparing the document for the Mayor's signature.

FINANCIAL INFORMATION There is no financial impact to the City as the City already sold the property to the BUYER.

SUGGESTED MOTION I move to authorize the execution of a document releasing the right of first refusal on Lot #10 in the West Laurel Industrial Park.

SUPPORTING DOCUMENTS

1. Lot 10 W Laurel Industrial Park - Fienen Purchase Agreement

REAL ESTATE SALES AGREEMENT
WITH RIGHT OF FIRST REFUSAL

THIS AGREEMENT is entered into by and between the City of Independence, Kansas, a municipal corporation, hereafter SELLER, and Phillip Fienen and Wendy Fienen, husband and wife, hereinafter collectively referred to as BUYER.

WHEREAS, SELLER is the owner of certain property located in the West Laurel Street Industrial Park described as follows:

Lot 10, West Laurel Street Industrial Park, City of Independence,
Montgomery County, Kansas (hereafter Lot 10).

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

1. Property: SELLER agrees to sell unto BUYER, and BUYER agrees to purchase from SELLER, Lot 10.
2. Purchase Price: BUYER shall pay SELLER a purchase price of \$22,000.00 for Lot 10 to be paid in full at time of closing.
3. Closing: The closing date shall be on or before _____, 2023, unless otherwise mutually agreed upon by the parties. SELLER shall execute and deliver a warranty deed to BUYER at time of closing.
4. Title Insurance: The parties shall furnish title insurance on Lot 10 for BUYER. SELLER shall satisfy all title requirements of the title insurance company and shall have a reasonable time within which to do so.

5. Taxes: SELLER is a tax-exempt entity. Any taxes due on Lot 10 for 2022 and prior years shall be paid by SELLER. Taxes for 2023 shall be prorated through date of closing. BUYER shall be responsible for payment of all taxes due on Lot 10 after closing.

6. SELLER'S Right of First Refusal: BUYER hereby grants SELLER a right of first refusal to match any bona fide offer BUYER receives for the purchase of Lot 10 from any third party. SELLER's right of first refusal shall be exercised in the following fashion:

- (a) In the event BUYER elects to sell Lot 10 and receives a bona fide offer from a third party for the purchase of the same, BUYER shall give SELLER written notice of all terms and conditions of the proposed sale.
- (b) Upon the receipt of written notice of the terms and conditions of the proposed sale of Lot 10 by BUYER to a bona fide purchaser, SELLER shall have thirty days within which to notify BUYER of SELLER's intent to exercise its right of first refusal.
- (c) SELLER shall then exercise the right of first refusal by meeting all terms and conditions of the proposed sale that BUYER has with the bona fide third-party purchaser.
- (d) In the event SELLER does not wish to exercise the right of first refusal, SELLER shall execute an appropriate document satisfactory to the title company for the purpose of releasing the right of first refusal.

7. Expenses: Unless otherwise agreed, the party acquiring the property shall pay the cost of title insurance, and the parties shall equally split any closing costs charged by the closing agent and the cost of any appraisals referred to in

paragraph 6(d) above.

8. Right of First Refusal: The right of first refusal set forth in this agreement shall be further memorialized by separate written documentation suitable for filing with the Montgomery County Register of Deeds in order to protect the interests of both parties.

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

SELLER
CITY OF INDEPENDENCE, KANSAS

9/14/2023
Date

By: Louis Ysusi
LOUIS YSUSI, Mayor

ATTEST:

David W. Schwenker
DAVID W. SCHWENKER, City Clerk

BUYER
PHILLIP FIENEN & WENDY FIENEN

9/14/2023
Date

By: Phillip Fiener
PHILLIP FIENEN

By: Wendy Fiener
WENDY FIENEN



Report
CITY OF INDEPENDENCE
January 25, 2024

Department Admin

Director Approval David Cowan

AGENDA ITEM CRS 2023 Year End Report

BACKGROUND In October 2021, the City of Independence completed and received approval to participate in the CRS program with the Department of Homeland Security and FEMA. The program's primary purpose is to inform citizens about the local floodplain, manage the AE floodplain (100-year) within the city limits, approve any construction or work in the AE floodplain, and ensure that citizens purchasing property in the AE zone are aware of its floodplain status. Additionally, property sellers must disclose the history of damage or flooding events.

The City is actively involved in the Southeast Kansas Region H Multi-Hazard jurisdictional Mitigation plan, aiming to enhance preparedness for various hazards. As part of its commitment, the city provides flood information, tips, and answers questions to inform citizens, including details about FEMA flood insurance. Presently, the City of Independence holds a Class 7 Certification, allowing citizens to enjoy a 15% discount on flood insurance.

The CRS program mandates that the City annually reports to the Commission and the community regarding the activities and maintenance carried out in the previous fiscal year. Attached is the recertification paperwork, which will be submitted to FEMA next week.

SUPPORTING DOCUMENTS

1. CITY_OF_INDEPENDENCE-KS-RECERT-200233

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

CRS COMMUNITY CERTIFICATIONS

OMB Control Number: 1660-0022
Expiration: 10/31/2023

Community Independence, City of State KS CID 200233
(6-digit NFIP Community Identification Number)

Note: Please cross out any incorrect items, below, as needed, and insert the updated information.

CC-213 Recertification

Recertification due date February 1, 2024

Chief Executive Officer	CRS Coordinator
Name Kelly Passauer	David Cowan
Title City Manager	Director of Safety
Address 811 W Laurel Street Independence, KS 67301	811 W Laurel Street Independence, KS 67301
Phone number Please provide	620-332-2528
E-mail address kellyp@independencesks.gov	davidc@independencesks.gov

I hereby certify that Independence, City of [community name] is implementing the following activities on the attached pages as credited under the Community Rating System and described in our original application to the CRS and subsequent modifications.

I hereby certify that, to the best of my knowledge and belief, we are in full compliance with the minimum requirements of the NFIP and we understand that we must remain in full compliance with the minimum requirements of the NFIP. We understand that at any time we are not to be in full compliance, we will retrograde to a CRS Class 10.

I hereby certify that we will continue to maintain FEMA Elevation Certificates on all new buildings and substantial improvements constructed in the Special Flood Hazard Area following the date at which we joined the CRS.

I hereby certify that if there are one or more repetitive loss properties in our community that we must take certain actions that include reviewing and updating the list of repetitive loss properties, mapping repetitive loss areas, describing the cause of the losses, and sending an outreach project to those areas each year, and if we have fifty (50) or more unmitigated repetitive loss properties we must earn credit under Activity 510 (Floodplain Management Planning) for either a repetitive loss area analysis (RLAA) or a floodplain management plan (FMP).

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

Signature _____ (Chief Executive Officer)

Date _____

CC-213-1

[continued on next page]

Community Independence, City of State KS CID 200233
(6-digit NFIP Community Identification Number)

CRS Program Data Table	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)	259		
2. Number of new buildings constructed since last report	+		5
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)	259		
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			
	552		
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 (total lines 10-12)	552		
14. Primary source for building data:	City of Independence Building Dept. permits & GIS Mapping		
15. Primary source for area data:	City of Independence - Montgomery County GIS		
16. Period covered:	January 1, 2023 to December 31, 2023	Current FIRM date	6/1/2019
<i>If available, the following data would be useful:</i>			
17. Number of new manufactured homes installed since last report	0		
18. Number of other new 1 -4 family buildings constructed since last report	0		3
19. Number of all other buildings constructed/installed since last report	0		2

Comments:

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

Line 2 - we have issued a building permit for the Sports Complex located at 910 N. Park Blvd in September 2023. This is a complex that has a soccer field, 5 ball diamonds, basketball court, exercise pad, walking trails . . . The estimated completion date is August 2024 and will be in next year report.

Community Independence, City of State KS CID 200233
(6-digit NFIP Community Identification Number)

Instructions

At the first verification visit after the effective date of the 2013 *CRS Coordinator's Manual*, 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. At all subsequent annual recertifications and cycle verification visits, the entire table is completed. 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.

- o 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.
- o Section 302.a of the *CRS Coordinator's Manual* describes how the CRS counts buildings. For example, accessory structures are not counted.
- o 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.
- o 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.
- o 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.

Lines 10 -13 deal with areas.

- o These areas are based on the areas shown on the community's FIRM including LOMRs or LOMAs. Section 403.b discusses those portions of the SFHA that are subtracted from the area of the SFHA to calculate the community's aSFHA used in credit calculations.
- o Section 403.e of the *CRS Coordinator's Manual* discusses calculating areas for CRS purposes.
- o 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.
- o 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.
- o 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.

- o 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.
- o The total of lines 17 -19 should equal the value entered in line 2.

CC-213-3

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Your community has been verified as receiving CRS credit for the following Activities.

- If your community is still implementing these activities the CRS coordinator is required to put his or her initials in the blank (do not use a checkmark or an "X") and **attach** the appropriate items. A blank with no initials indicates you are not implementing that Activity anymore, and will result in loss of points (and possible CRS Class).
- If the word "**attached**" is used you must provide the requested documentation for that Activity. If no documentation has been acquired for that Activity, please explain why there is no documentation from the past year.

djc_ 310 EC: We are maintaining Elevation Certificates, Floodproofing Certificates, Basement Floodproofing Certificates, V Zone design certificates and engineered opening certificates on all new construction and substantially improved buildings in our Special Flood Hazard Area (SFHA) and make copies of all Certificates available at our present office location. [____] *Initial here is you have had no new construction or substantial improvement in the SFHA in the last year.*

djc 310 EC: **Attached is the permit list for only new or substantially improved structures in the SFHA that have been completed in the last year.** We have permitted 0 new building and substantial improvements in the SFHA during this reporting period.

djc 310 EC: **Attached are all the Certificates for new or substantially improved structures that have been completed during this reporting period that are included on the above permit list.** (Note: The total number of Elevation and Floodproofing certificates should match the number of permits issued and completed within the reporting period defined above. All permits issued for new construction or substantial improvement within the V zone should have both an Elevation Certificate and a V Zone Certificate, and all buildings with basements within the basement exemption communities should have both an Elevation Certificate and a Basement Floodproofing Certificate).

djc 320 MI 1: We are providing basic flood information to inquirers. We also continue to provide the following to inquirers:

djc MI 2 additional FIRM information
djc MI 4 flood depth data
djc MI 7 natural floodplain functions

djc 320 MI: **Attached is a copy of the publicity for the credited elements of this service this year.**

djc_ 320 MI: **Attached is a copy of one page of the log, or 3 letters if using letters or other like records to document the service.**

djc 320 MI: We are continuing to keep our FIRM updated and maintain old copies of our FIRM.

djc_ 330 OP: We continue to conduct or provide all credited outreach projects.

djc_ 340 ODR: People looking to purchase flood prone property are being advised of the flood hazard through our credited hazard disclosure measures.

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

- djc 350 LIB/LPD: Our public library continues to maintain flood protection materials.
- djc_ 350 WEB: We continue to conduct an annual review and update of the information and links in our flood protection website.
- djc_ 360 PPA: We continue to provide flood protection advice to inquirers.
- djc 360 PPA: **Attached is a copy of the document that told others about this service this year.**
- djc_ 360 PPA: **Attached is a copy of one page of the log, up to three letters, or other records that we kept on this service this year.**
- djc 360 PPV: We continue to provide on-site flood protection assistance to inquirers.
- djc_ 360 PPV: **Attached is a copy of the document that told others about this service this year.**
- djc_ 360 PPV: **Attached is a copy of one page of the log, up to three letters, or other records that we kept on this service this year.**
- djc_ 420 OSP: We continue to preserve our open space in the floodplain.
- djc_ 430: We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances for which we are receiving credit.
*[_____] Initial here if you have amended your floodplain regulations. **Attach a copy of the amended regulations, provide a summary of the changes and mark up the regulations indicating what's been changed.***
- djc 440 AMD: We continue to use and update our flood data maintenance system on an annual basis as needed.
- djc_ 502 RL: We currently have 63__repetitive loss properties and send our notice to 63__ properties in the repetitive loss areas.
- djc_ 502 RL: **Attached is a copy of this year's notice on property protection, flood insurance and financial assistance that we sent to our repetitive loss areas.**
- djc 510 FMP: **Attached is a copy of our floodplain management plan's annual progress report for the action items contained in the plan.** We have included a progress report template for you to use (in the email notification) if you don't have one of your own.
- djc 510 FMP: We have provided copies of the progress report for our floodplain management plan to our governing board and local media.
- djc_ 520 AR: We continue to maintain as open space the lots where buildings were acquired or relocated out of the floodplain. *[_____] Initial here if there have been any changes (additions or deletions) to the parcels credited as open space. Attach a description of those changes.*

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Additional Comments:

Attachments:

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

CRS Activity 510
Annual Progress Report on Implementation of Credited Plan

Which Plan is this for (use separate templates for each credited Plan):

- ☐ **Floodplain Management Plan (Hazard Mitigation Plan)**
- ☐ **Repetitive Loss Area Analysis**
- ☐ **Floodplain Species Plan**
- ☐ **Substantial Damage Plan**

Name of Community:

Date this Annual Progress Report was prepared (not the date of adoption of the credited Plan):

Name of Plan:

Date of Adoption of Plan:

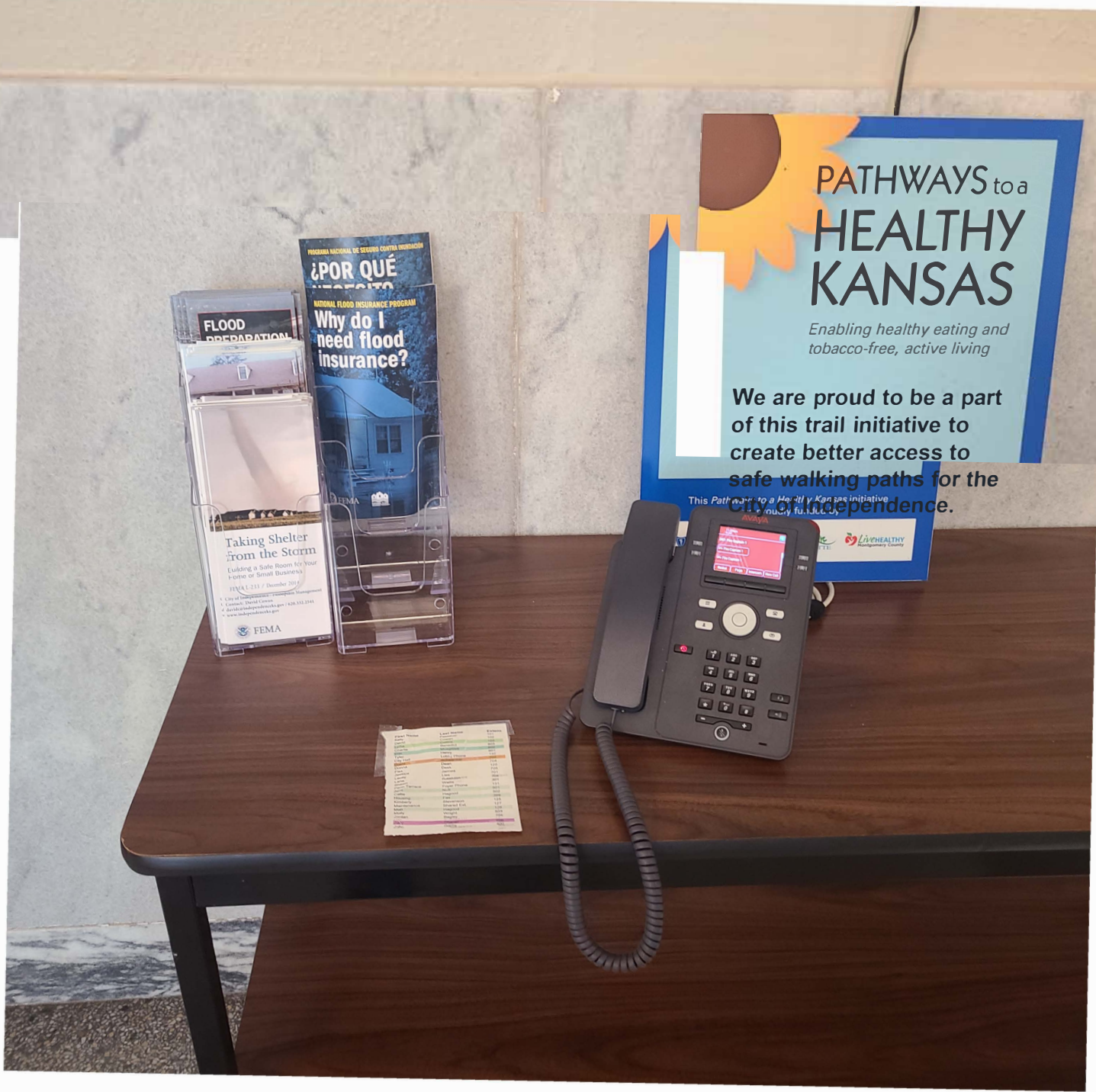
5 Year CRS Expiration Date:

1. How can a copy of the credited Plan be obtained:
2. Describe how **this annual progress report** (not the credited Plan) was prepared and how it was submitted to the governing body, released to the media, and made available to the public:
3. Provide a description of the implementation of each recommendation or action item in the action plan or area analysis report, including a statement on how the project was implemented or not implemented during the previous year:
4. Discuss why any objectives were not reached or why implementation is behind schedule:
5. What are the recommendations for new projects or revised recommendations?

CRS 320 - Map Information Log

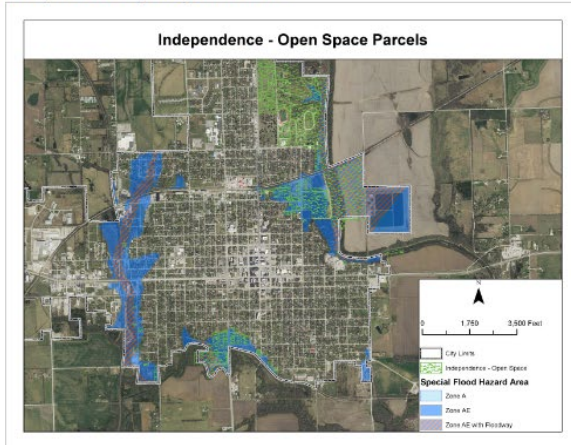
	<u>DATE</u>	<u>ADDRESS APN</u>	<u>TYPE OF ASSISTANCE</u>	<u>FIRM ZONE</u>	<u>STAFF ON VISIT</u>	<u>FINDINGS AND RECOMMENDATIONS</u>
1	2-Jan-23	712 S. Penn	BP - Roof	AE	D. Cowan	Not in FP - BP 2023-001 issued
2	12-Jan-23	509 S. 9th	In Floodplain	AE	D.Cowan	Not in FP
3	4-Jan-23	401 W. Main	In Floodplain	AE	D.Cowan	Not in FP
4	13-Jan-23	1016 E. Edison	In Floodplain	AE	D.Cowan	Not in FP
5	17-Jan-23	1017 N. 10th	In Floodplain	AE	D.Cowan	Not in FP
6	23-Jan-23	125 S. 26th	In Floodplain	AE	D.Cowan	Not in FP
7	25-Jan-23	121 Peter Pan	In Floodplain	AE	D.Cowan	Not in FP
8	6-Feb-23	1903 Eisenhower Court	In Floodplain	AE	D.Cowan	Not in FP
9	10-Feb-23	317 N. 19th	In Floodplain	AE	D.Cowan	Not in FP
10	17-Feb-23	410 S. 4th	In Floodplain	AE	D.Cowan	Not in FP
11	17-Feb-23	1808 N. 9th	In Floodplain	AE	D.Cowan	Not in FP
12	21-Feb-23	300 S. Park Blvd	In Floodplain	AE	D.Cowan	Not in FP
13	21-Feb-23	301 S. 6th	In Floodplain	AE	D.Cowan	Not in FP
14	22-Feb-23	2713 Country Club Circle	In Floodplain	AE	D.Cowan	Not in FP
15	22-Feb-23	106 Peter Pan Road	In Floodplain	AE	D.Cowan	Not in FP
16	23-Feb-23	514 N. 11th	In Floodplain	AE	D.Cowan	Not in FP
17	1-Mar-23	600 W. Main	In Floodplain	AE	D.Cowan	Not in FP
18	2-Mar-23	2000 N. 11th	In Floodplain	AE	D.Cowan	Not in FP
19	2-Mar-23	2800 Regency	In Floodplain	AE	D.Cowan	Not in FP
20	3-Mar-23	1328 Irving	In Floodplain	AE	D.Cowan	Not in FP
21	2-Mar-23	3159 W. Main	In Floodplain	AE	D.Cowan	Not in FP
22	7-Mar-23	200 E. Walnut	In Floodplain	AE	D.Cowan	Not in FP
23	12-Mar-23	804 S. 6th	In Floodplain	AE	D.Cowan	Not in FP
24	14-Mar-23	501 S. 8th	In Floodplain	AE	D.Cowan	Not in FP
25	23-Mar-23	1406 Birdie Dr	In Floodplain	AE	D.Cowan	Not in FP
26	24-Mar-23	1904 N. 10th	In Floodplain	AE	D.Cowan	Not in FP
27	24-Mar-23	1601 N. 10th	In Floodplain	AE	D.Cowan	Not in FP
28	26-Mar-23	615 W. Myrtle	In Floodplain	AE	D.Cowan	Not in FP
29	4-Apr-23	301 S. 6th	In Floodplain	AE	D.Cowan	Not in FP
30	4-Apr-23	316 S. Park Blvd	In Floodplain	AE	D.Cowan	Not in FP
31	5-Apr-23	601 S. 6th	In Floodplain	AE	D.Cowan	Not in FP
32	19-Apr-23	106 Peter Pan Road	In Floodplain	AE	D.Cowan	Not in FP
33	16-Apr-23	509 S. 13th	In Floodplain	AE	D.Cowan	Not in FP
34	17-Apr-23	818 Crescent	In Floodplain	AE	D.Cowan	Not in FP
35	17-May-23	517 W. Myrtle	In Floodplain	AE	D.Cowan	Not in FP
36	26-Apr-23	2508 N. 8th	In Floodplain	AE	D.Cowan	Not in FP
37	2-May-23	2930 Lakeview Ln	In Floodplain	AE	D.Cowan	Not in FP
38	3-May-23	504 S. Park Blvd	In Floodplain	AE	D.Cowan	Not in FP
39	3-May-23	3124 Crwon Dr	In Floodplain	AE	D.Cowan	Not in FP
40	5-May-23	316 S. 1st	In Floodplain	AE	D.Cowan	Not in FP

41	8-May-23	1903 Patton Ct	In Floodplain	AE	D.Cowan	Not in FP
42	11-May-23	2201 Gary Ave	In Floodplain	AE	D.Cowan	Not in FP
43	17-May-23	521 N. 12th	In Floodplain	AE	D.Cowan	Not in FP
44	18-May-23	222 N Penn	In Floodplain	AE	D.Cowan	Not in FP
45	18-May-23	2700 W. Main	In Floodplain	AE	D.Cowan	Not in FP
46	1-Jun-23	106 Peter Pan Road	In Floodplain	AE	D.Cowan	Not in FP
47	6-Jun-23	1903 MacCarthur Ct	In Floodplain	AE	D.Cowan	Not in FP
48	26-Jun-23	1020 W. Cottonwood	In Floodplain	AE	D.Cowan	Not in FP
49	27-Jun-23	3001 Regency Dr	In Floodplain	AE	D.Cowan	Not in FP
50	27-Jun-23	Airport VSE	In Floodplain	AE	D.Cowan	Not in FP
51	30-Jun-23	113 E. Myrtle	In Floodplain	AE	D.Cowan	Not in FP
52	6-Jul-23	1921 N. 9th	In Floodplain	AE	D.Cowan	Not in FP
53	5-Jul-23	400 E. Sycamore	In Floodplain	AE	D.Cowan	Not in FP
54	11-Jul-23	2900 W. Main	In Floodplain	AE	D.Cowan	Not in FP
55	14-Jul-23	600 W. Beech	In Floodplain	AE	D.Cowan	Not in FP
56	25-Jul-23	2901 Majestic Dr	In Floodplain	AE	D.Cowan	Not in FP
57	27-Jul-23	2500 N. 10th	In Floodplain	AE	D.Cowan	Not in FP
58	3-Aug-23	308 N. 6th	In Floodplain	AE	D.Cowan	Not in FP
59	28-Jul-23	218 S. 5th	In Floodplain	AE	D.Cowan	Not in FP
60	9-Aug-23	125 N. Penn	In Floodplain	AE	D.Cowan	Not in FP
61	21-Aug-23	107 E. Main	In Floodplain	AE	D.Cowan	Not in FP
62	24-Jul-23	305 N. 5th	In Floodplain	AE	D.Cowan	Not in FP
63	30-Aug-23	532 N. Penn	In Floodplain	AE	D.Cowan	Not in FP
64	15-Sep	910 Park Blvd	In Floodplain	AE	D.Cowan	Building Permit 2023.128 Issued - IN AE Zone
65	22-Sep	209 N. Penn	In Floodplain	AE	D.Cowan	Not in FP
66	27-Sep-23	1104 W. Locust	In Floodplain	AE	D.Cowan	Not in FP
67	12-Oct-23	2917 W. Main	In Floodplain	AE	D.Cowan	Not in FP
68	13-Oct-23	913 Circle Dr	In Floodplain	AE	D.Cowan	Not in FP
69	18-Oct-23	100 Cessna Blvd	In Floodplain	AE	D.Cowan	Not in FP
70	23-Oct-23	123 E. Main	In Floodplain	AE	D.Cowan	Not in FP
71	2-Nov-23	2700 W. Main	In Floodplain	AE	D.Cowan	Not in FP
72	11-Dec-23	1311 W. Beech	In Floodplain	AE	D.Cowan	Not in FP
73	22-Dec-23	2403 W. Main	In Floodplain	AE	D.Cowan	Not in FP



Floodplain Management

Independence Open Space Parcels



City of Independence CRS Floodplain Links and Information:

1. Local Flood Hazard Map [Floodplain Map](#)
2. Flood Warning System [Independence Flood Plan](#)
3. Floodplain Permit Requirements [Permit Requirements](#)
4. Retrofitting Your Home - Six Ways to protect Your Home [Retrofitting Your Home](#)
5. Protecting Your Home Utilities from Flooding [Protecting Utilities](#)
6. 2022 CRS Annual Report [2022 Report](#)

Contact Us



David Cowan

Assistant City Manager - EMS Director

[Email](#)

Phone: [620-332-2528](#)

[More Information](#)



City of Independence Assistance on Floodplain Information

- The City of Independence offers information on historic flooding such as site specific past flood locations and high water marks throughout Independence Kansas. If needed a representative from the City can make site visits to your home or property to review flooding, drainage and sewer problems. You can contact the Building Department at 620-332-2541 or email davidc@independenceks.gov.



David Cowan

Assistant City Manager - EMS Director

[Email David Cowan](#)

[More Information](#)

Quick Links

- [FAQ - Doing Construction or Work in the Floodplain](#)
- [Verdegris River Water Elevation and Flooding Chart](#)
- [Verdegris River Bridge Gauge - 1 mi E. Independence Ks](#)
- [FEMA National Flood Insurance Program - CRS](#)
- [FEMA Flood Insurance Information](#)
- [Independence Floodplain Information](#)
- [Independence Floodplain Development Process](#)
- [Flood Protection Information Links](#)
- [Independence Kansas Floodplain Preparation and Safety](#)
- [Independence Floodplain Emergency Operation Plan](#)
- [Independence Open Space Parcels](#)
- [Independence Deed Restricted Parcels - Floodplain](#)
- [Floodplain Ordinance - City of Independence](#)
- [Floodplain Ordinance - City of Independence](#)
- [FEMA Floodplain Management](#)
- [Flood Proofing Your Home](#)
- [Southeast Kansas Multi-Hazard Mitigation Plan](#)
- [PROGRAMA NACIONAL DE SEGURO CONTRA INUNDACIÓN](#)
- [Why Do I Need Flood Insurance](#)
- [Taking Shelter](#)
- [Guide to Retrofitting Your House From Flooding](#)

[View All Links](#)

CRS 360 MAP INFORMATION INQUIRY LOG

	DATE	TYPE	ADDRESS	Questions	PANEL	ZONE	BFE ELEVATION	Past Flood or Loss Area	INSURANCE INFO GIVEN	Depth of BFE	Sensitive or wetland
1	4-Oct-23		709 W. Oak	Is Flood Ins needed		AE			Yes		No
2	22-Dec-23		1008 N. 10th	Is this in FP		AE			NO		NO
3											
4											
5											
6											
7											
8											
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22											
23											
24											
25											

CODES:

W-walkin
H- handout
T-Telephone
V-verbal
E-written request
n/a



March 01, 2023



Dear Independence Residents:

Because flooding is a potential hazard in any season, we want to make sure you are well informed regarding appropriate local resources for information and assistance.

Assistant City Manager David Cowan acts in the roles of Community Rating System (CRS) Coordinator and Floodplain Manager for the City of Independence and is equipped to answer residents' questions about flood insurance. Mr. Cowan can be reached by phone at 620-332-2528 or by email at davidc@independenceks.gov. Citizens can also visit City Hall to check Mr. Cowan's availability or visit our webpage <https://www.independenceks.gov/351/Floodplain-Management>

While Mr. Cowan can explain how flood insurance works and offer information and advice about coverage and how to find an insurance agent, property owners are responsible for contacting an insurance agent for an actual quote. One of the best ways to find an insurance agent is to visit www.floodsmart.gov and enter your address on the website.

As a part of the CRS program, the City of Independence maintains open spaces in the community that function as natural floodplains and reduces the risk of home flooding. These lots are free of structures and debris, allowing natural water flow and providing green space in the community.

Other information Mr. Cowan can provide includes how to retrofit a building for a better insurance rating. Mr. Cowan is in contact with the Region VII NFIP Bureau and Statistical Agent for the Federal Emergency Management Agency (FEMA) and the Kansas Department of Agriculture's Division of Water Resources when more assistance is needed with insurance questions.

Additionally, the City of Independence offers information on historic flooding in the community, such as site-specific past flood locations and high-water marks throughout the city and just outside of the city limits. A representative from the City of Independence can make site visits to provide one-on-one advice to a property owner regarding flooding and drainage issues on private property. We offer advice and assistance with structural and non-structural flood protection, retrofitting and mitigation measures, including flood insurance.

Mr. Cowan and other City of Independence personnel also have contacts for inquiries on financial assistance through Montgomery County Emergency Management, which also works with the Kansas Division of Emergency Management (KDEM) for grants related to mitigation. The Hazard Mitigation Grant Program (HMGP) is available after a disaster. Pre-Disaster Mitigation (PDM) and Flood Mitigation Assistance (FMA) are additional sources of grants for projects to mitigate or reduce disaster damages. (Please note: These grants have specific application periods and are not always available at all times.)

It is our pleasure to assist you.

David Cowan

David Cowan
Floodplain & CRS Coordinator



"Delivering Excellence"

July 1, 2023

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It is our pleasure to assist you.

David Cowan

David Cowan

Floodplain & CRS Coordinator / (620) 332-2528 / davidc@independenceks.gov

ORDINANCE NO. 4329

**An Ordinance Creating a Mandatory Disclosure
Requirement That Property Lies Within the Flood Plain**

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

Section 1. Flood Plain Defined. As used in this ordinance, the flood plain shall be defined as that area designated by the Federal Emergency Management Agency (FEMA) as amended from time to time, as shown on the city's Flood Plain Overlay District.

Section 2. Mandatory Disclosure. If a property which is the subject of a rental agreement or sales agreement is located within the flood plain, it shall be the duty of every landlord, and the duty of every seller, to disclose to the tenant or buyer of the property, as the case may be, the following information, in writing, which shall be in 12 point bold type, and which shall be signed by all parties to any rental agreement or sales agreement:

- a. That the property is within the city's flood plain;
- b. That there is the possibility that structures located within the flood plain may be inundated with water during a flood;
- c. That there is the possibility of the loss of life and/or loss of property as a result of such flooding; and
- d. That insurance against the loss of property due to such flooding may be available and is typically the responsibility of either the tenant or buyer, as the case may be.

Section 3. Any person violating this ordinance shall, upon conviction, be subject to the penalties set forth in City Code Section 1-14.

Section 4. 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 25th day of June, 2020.

LEONHARD CAFLISCH
LEONHARD CAFLISCH, Mayor

ATTEST:

David W. Schwenker
DAVID W. SCHWENKER, City Clerk

State of Kansas, Montgomery County
This instrument was filed for
Record on July 1, 2020 9:50 AM
Recorded in Book 691 Page 1396- 1397
Fee: \$0.00 202002085



Marilyn Calhoun
Marilyn Calhoun, Register of Deeds



February 01, 2023

TO: Realtors, Lenders, and Insurance Agents
FROM: City of Independence
RE: Ordinance 4329 – Mandatory Disclosure

Dear Sir,

I am writing regarding the City of Independence Floodplain Ordinance 4329. The City of Independence has adopted this Ordinance as a part of the FEMA-CRS program. The CRS program {National Flood Insurance Program Community Rating System} provides a discount to homeowners on their flood insurance of participating communities of 15% for 2022.

The mandatory disclosure requires landlords and sellers to disclose to the tenant or buyer of the property the following information in writing, which shall be 12-point bold type, and which shall be signed by all parties to any rental agreement or sales agreement:

- That the property is within the City's floodplain;
- That there is the possibility that structures located within the floodplain may be inundated with water during a flood;
- That there is the possibility of the loss of life and/or loss of property as a result of such flooding; and
- Insurance against the loss of property due to such flooding may be available and is typically the responsibility of either the tenant or buyer, as the case may be.

I've enclosed a copy of the Ordinance, a brochure, and information for potential new homeowners on flooding in Independence, Kansas. If you need further information or questions, please contact me anytime.

Thanks,

David Cowan
Floodplain Administrator
davidc@independenceks.gov
bldginspector@independenceks.gov
620-332-2528



February 3, 2023

TO: Landlords
From: City of Independence
RE: Ordinance 4329 – Mandatory Disclosure

Dear Sir,

I am writing regarding the City of Independence Floodplain Ordinance and Ordinance 4329. The City of Independence has adopted this Ordinance as a part of the FEMA-CRS program. The CRS program {National Flood Insurance Program Community Rating System} provides a discount to homeowners on their flood insurance of participating communities.

The mandatory disclosure requires landlords and sellers to disclose to the tenant or buyer of the property the following information in writing, which shall be 12-point bold type, and which shall be signed by all parties to any rental agreement or sales agreement:

- That the property is within the City's floodplain;
- That there is the possibility that structures located within the floodplain may be inundated with water during a flood;
- That there is the possibility of the loss of life and/or loss of property as a result of such flooding; and
- Insurance against the loss of property due to such flooding may be available and is typically the responsibility of either the tenant or buyer, as the case may be.
- All development (construction, filling, excavation, fences, and outbuildings) require a building permit.

I've enclosed a copy of the Ordinance, a brochure, a copy of the minimum standards for rental properties, and information to provide to potential new homeowners on flooding in Independence, Kansas. The City of Independence Floodplain webpage is:

<https://www.independencesks.gov/351/Floodplain-Management>

If you need further information or have questions, don't hesitate to contact me anytime.

Thanks,

David Cowan
Floodplain Administrator
davidc@independencesks.gov
bldginspector@independencesks.gov
620-332-2541 or 620-332-2528



Our Organization's Telephone List

LAST UPDATED: Date						
Last Name	First Name	Address	Home Phone	Work Phone	Cell	Email
Community National Bank	Lending	125 N. Penn Ave	620-331-3100			
FirstOak Bank	Lending	113 N. Penn Ave	800-960-4639			
Commercial Bank	Lending	501 N. Penn Ave	331-5110			
Equity Bank	Lending	112 E. Myrtle St.	331-1660			
Great Plains Federal Credit Union	Lending	123 E. Main St	331-4060			
Kansas Teachers Credit Union	Lending	112 N. 10th St.	331-6904			
Skyward Credit Union	Lending	1 Cessna Blvd	833-759-1941			
Bill White Realty	Realtor	411 N. Penn Ave	331-7060			
Midwest Real Estate Inc	Realtor	115 E. Main St.	620-331-3350			
Real Estate Center	Realtor	533 N. Penn Ave	620-331-7550			
Independence Heritage Homes Realty	Realtor	110 W. Main St.	620-779-1959			
Coldwell Banker Pasternak-Johnson	Realtor	2001 N. Penn Ave	620-331-5510			
Heritage Homes Realty	Realtor	1013 W. 11th St. 67337	620-779-1959			
Southern Kansas Agency	Insurance	124 E. Main St.	620-331-2620			
Sheldon Insurance	Insurance	921 N. 10th St	620-331-8100			
Cole Thornton Agency	Insurance	112 W. Myrtle St	620-331-5168			
Commercial Insurance Agency	Insurance	501 N. Penn Ave	620-331-5112			
Kirk Wright - State Farm	Insurance	1701 W. Main St.	620-331-1245			
Newkirk, Dennis, & Buckles	Insurance	304 N. Penn Ave	620-331-3700			
Corner Post Ins.	Insurance	113 W. Myrtle	620-577-4201			
Farmers Insurance	Insurance	200 N. Penn Ave	620-331-4454			
Schenck Ins. And Retirement	Insurance	2801 W. Main St.	620-331-8800			
Farmers Insurance	Insurance	605 N. Penn Ave	620-331-4992			
Shelter Insurance	Insurance	1633 N. Penn Ave	620-331-2898			



"Delivering Excellence"

CRS ACTIVITY 510 PROGRESS REPORT December 2023

Name of Community: City of Independence, Kansas

Name of Mitigation Plan: State of Kansas Homeland Security Region H Multi-Hazard Jurisdictional Mitigation Plan

Date of Adoption: Resolution 19-069 May 20, 2019

CRS Certification Date: **July 19, 2020**

5-Year CRS Expiration Date: **July 2025**

Present Mitigation Plan: Southeast Kansas Region H Multi-Hazard Jurisdictional Mitigation Plan.

Location where active Mitigation Plan can be found:

<http://www.independenceks.gov/DocumentCenter/View/2060/2014-REDACTED-Southeast-Kansas-Homeland-Security-Region-H-Multi-Hazard-Multi-Jurisdictional-Mitigation-Plan>

Status of Mitigation Plan:

- **How Can a Copy be Obtained:** David Cowan, CRS Program Coordinator, 120 N. 6th St., Independence, Kansas 67301
- **How Report was prepared and submitted to governing body and media:** The CRS Program Coordinator prepared the annual report by reviewing all activity in the AE floodplain and building activity in the City of Independence for 2023. The report will be provided on the January 25, 2024, commission meeting for City Commissioners, media and public review of the activity in the floodplain during fiscal 2023.

- **Describe the implementation of recommendations or action items in the plan:** The City of Independence continues to participate with the Montgomery County and Region H Multi Hazard Mitigation Plan. As reported in 2022, the City continues to work on those items specifically identified for Independence, Kansas.
 - We have completed phase 1 electrical work at the water plant and moved electrical service out of the AE Floodplain and added a generator for emergency backup power. Phase II water plant improvement plans were completed when additional items were discovered and needed added to the plan. Those items included the sludge ponds located in the AE Floodplain. Additional engineering has been completed, and the plans have been submitted to the State of Kansas for approval. Work is to be completed in 2024.
 - The City has completed clean up project on Whiskey Creek from Cherry St. (So. City Limits) North to Sycamore Street. The project was to ensure sufficient flow of the creek between Sycamore and Cherry street and involved removal of debris and trees. Maintenance continues with annual spraying to ensure that the return of the trees and brush does not occur. The City has also submitted several projects for funding Sycamore Street, including the box culvert under Sycamore Street that allows Whiskey Creek to flow South. This project has been denied for 2024 funding.
 - The City continues to work on flood control and flashflood events that cause Whiskey Creek to flood neighborhoods. This project is working to slow down and retain water flowing South from Taylor Road and down 13th Street towards Whiskey Creek. This project continues to be in the design phase with anticipated projects occurring in 2030.
 - The City continues to monitor the floodplain, has active monthly education program promoting flood tips and prevention, flyers through the community and library, cleaning and maintenance of stormwater inlets, and monitoring building permits and housing improvements in the floodplain.
- **Objectives not met:** The City continues to work on Whiskey Creek and improving the flow of the Creek by submission of grant applications to replace storm culvert at 20th and Sycamore.
- **New Projects or revised:** The City continues to monitor the floodplain and evaluate for possible new projects and changes that would decrease the impact of flooding in the community.
 - **Building Permit 2023.128** – Central Park Sports Complex issued 9/15/2023 with completion in 9/2024.
 - This project is in the AE flood zone and has all approval signed off by the State.

Repetitive Loss Area Analysis:

- **How Can a Copy be obtained:** David Cowan, CRS Program Coordinator, 120 N. 6th St., Independence, Kansas 67301
- **How the Report was prepared and submitted to governing body and media:** The CRS Program Coordinator prepared the annual report by reviewing all activity in the AE floodplain and building activity in the City of Independence for 2023. The report will be provided on the January 25, 2024, commission meeting for City Commissioners, media and public review of the activity in the floodplain during fiscal 2023.
- **Describe implementatoin of recommendations or action item in the plan:** The City continues to monitor the repetitive loss areas and make annual notifications to those area residences. The City has implemented 3-projects to help reduce losses int he repetitive loss area.
 - **Whiskey Creek Brush Clearing:** A project began in 2020 to clear Whiskey Creek of debris and brush that is reducing the flow of the Creek. Starting at the South City limits, at Cherry Street, the City cleared from Cherry to Poplar Street. In 2021, the City sprayed the area to stop any

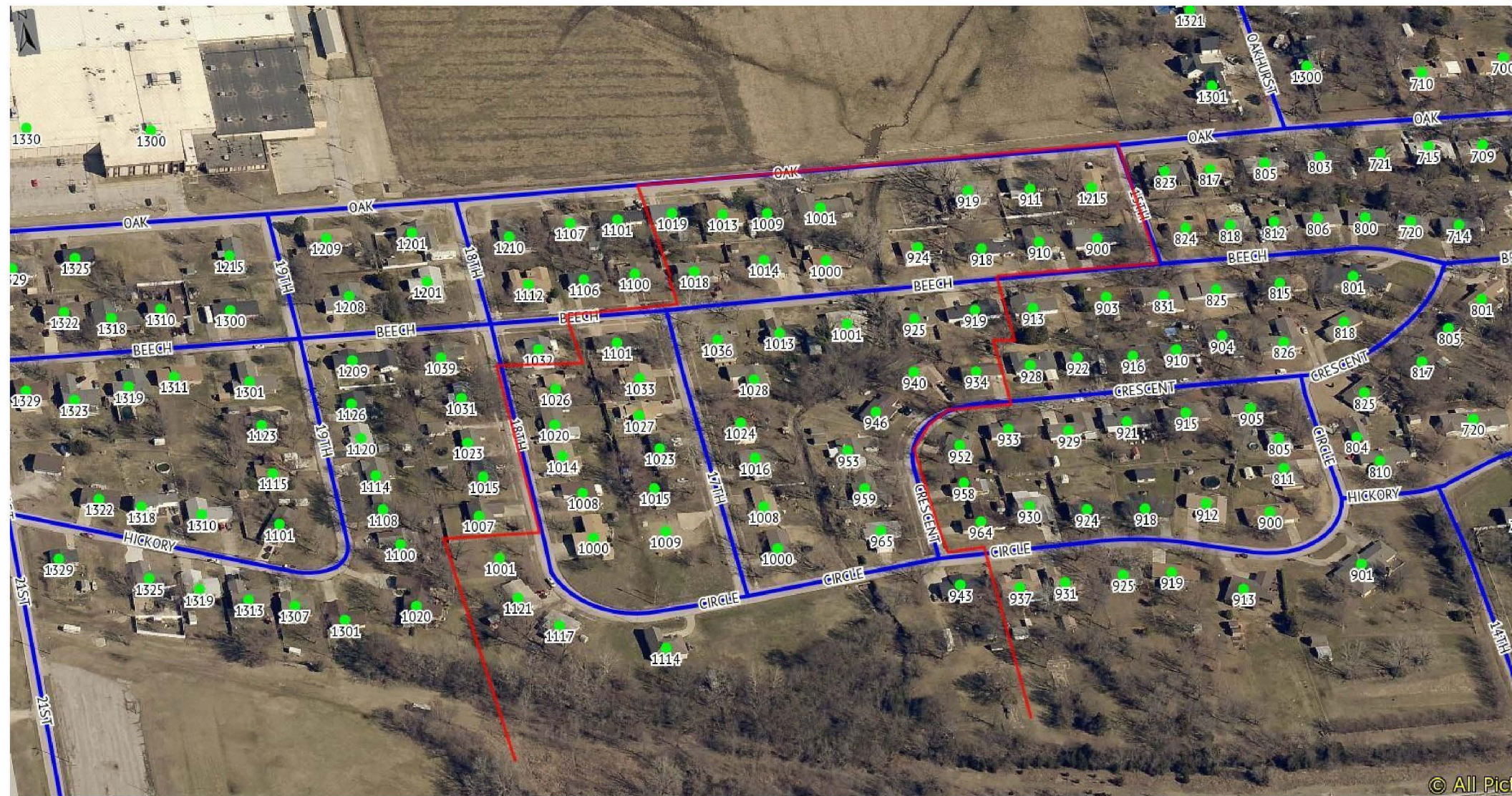
- return of the brush. In 2021, the City cleared from Popular to Laurel Street and then to Pine. In 2022 and 2023, the City will continue a maintenance program and spray the area between Cherry and Sycamore Street to stop the growth of trees and brush in the creek.
- **Culvert Replacement:** Identified as an impediment to Whiskey Creek flow, the culvert under 21st and Sycamore was determined to be undersized by engineers. A design to improve the culvert was obtained and submitted to KDOT for funding in 2021, 2022, and 2023. The funding continues to be denied. The City will continue to work on a funding source to improve the culvert in 2024.
- **Oak Street Lake Project:** The City is working on options and plans to reduce flooding along Whiskey Creek and in the repetitive loss areas. The design would make a lake to hold the runoff currently flooding the neighborhoods in the Northern Independence and along Whiskey Creek. The project started in the fall of 2021 and if a design can be approved and funding found in a 10-15 year plan.
- **Flood Lots** – The City participated and continues to maintain and monitor the flood lot purchased to reduce flooding risks.

Action Identification	Description	Hazard Addressed	Responsible Party	Overall Priority	Goal(s) Addressed	Estiamted Cost	Potential Funding	Proposed Completion	Current Status
Independence - #1	Replace and increase storm sirens	Tornado	City Emergency Director	High	1,2,4	\$150,000	Grants, Capital	10 years	On-going
Independence - #2	Construct Flood gate and pumps at the end of the levee by pine street	Flood	City Engineer	Medium	1,2	Unknown – under review	Unknown	Unknown	On-Going
Independence - #3	Install emergency generator at WTP	Tornado & Flood, Natural Disaster	City Engineer	High	1,2	100,000	Loans	Complete	Complete
Independence - #4	Project to mitigate flood damage to high service pumps at WTP	Flood	City Engineer	High	1,2	5,000,000.00	Loans	2 years	On-going
Independence - #5	Relocate Main electrical at WTP	Flood, Tornado	City Engineer	High	1,2	\$500,000	Loans	Complete	Complete

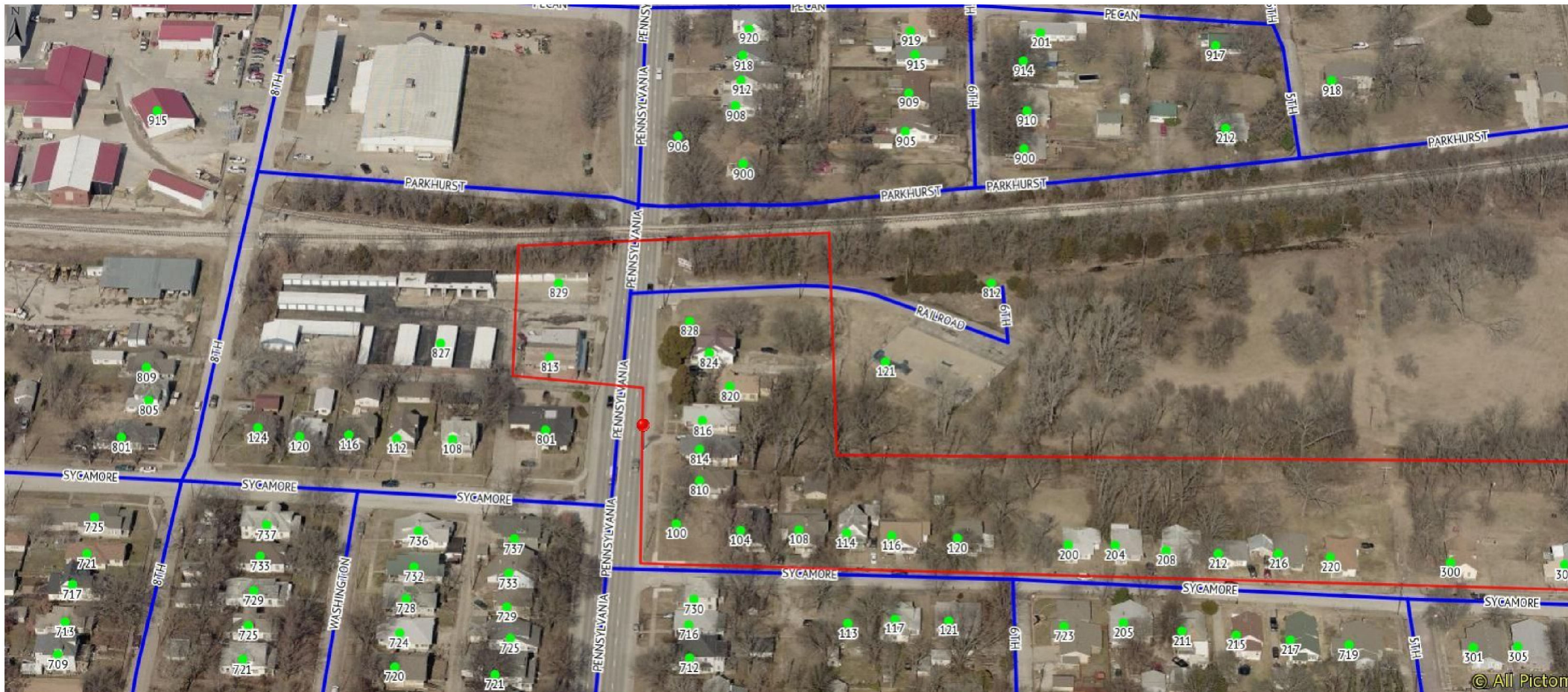
Action Identification	Description	Hazard Addressed	Responsible Party	Overall Priority	Goal(s) Addressed	Estimated Cost	Potential Funding	Proposed Completion	Current Status
Independence - #6	Install Standby pumps at lift stations when pumps are inoperable	Flood	City Engineer	High	1,2	\$250,000	Loans		On-going
Independence - #7	Replace pumps with Submersible pumps, elevated electrical and generators at Wald and SE Pump stations	Flood	City Engineer	High	1,2	10,000,000	Loans Grants		On-going
Independence - #8	Construct Flood levee to protect WWTP	Flood	City Engineer	High	1,2	TBD	Army Corp of Engineers	Unknown	On-Going
Independence - #9	Cont. To participate in National Flood Insurance Program	Flood	City of Independence Commission	Low	1	None	None	On-going	participating
Independence - #10	Purchase 100-year floodplain property	Flood	City of Independence	Medium	1	3,292,000.00	FEMA-HMGP KDEM	On-going	Complete

Action Identification	Description	Hazard Addressed	Responsible Party	Overall Priority	Goal(s) Addressed	Estimated Cost	Potential Funding	Proposed Completion	Current Status
Independence - #11	Install standby Generators at City Hall and Fire-EMS	Flood / Tornado	City Emerg Director	High	1,2	100,000	Loans	2023	Complete

Area 1 Buffer Zone - 2023



Area 2 Buffer Zone 2023



October 03, 2023

TO: Resident –
From: David Cowan, Floodplain Manager
RE: Property in Floodplain

Dear Resident:

The City of Independence participates in the FEMA National Flood Insurance Program or CRS. The CRS program requires the City to do multiple activities to manage the Floodplain in the City of Independence. The repetitive loss activity requires us to notify the homes in specific areas yearly and provide flood information.

You have received this letter because your property is in an area that has flooded several times. Our community is concerned about repetitive flooding and has an active program to help you protect yourself and your property from future flooding, but here are some things you can do:

1. Check with the Building Department on the extent of past flooding in your area. Department staff can tell you about the causes of repetitive flooding, what the City is doing about it, and what would be an appropriate flood protection level. The staff can visit your property to discuss flood protection alternatives.
2. Prepare for flooding by doing the following:
 - Know how to shut off the electricity and gas to your house when a flood comes.
 - Make a list of emergency numbers and identify a safe place to go.
 - Make a household inventory, especially of basement contents.
 - Put insurance policies, valuable papers, medicine, etc., in a safe place.
 - Collect and put cleaning supplies, camera, waterproof boots, etc., in a handy place.
 - Develop a disaster response plan. See the Red Cross's website at www.redcross.org to prepare your home and family for a disaster.
 - Get a copy of *Repairing Your Flooded Home*. We have copies at City Hall, Building Department, or they can be found on the Red Cross website.
3. Consider some permanent flood protection measures.
 - Mark your fuse or breaker box to show the circuits to the floodable areas. Turning off the power to the basement before a flood can reduce property damage and save lives.
 - Consider elevating your house above flood levels.
 - Check your building for water entry points, such as basement windows, the basement stairwell, doors, and dryer vents. These can be protected with low walls or temporary shields.
 - Install a floor drain plug, standpipe, overhead sewer, or sewer backup valve to prevent flooding.
 - More information can be found at FEMA's website, www.ready.gov/floods.
 - Note that some flood protection measures may need a building permit and others may not be safe for your type of building, so be sure to talk to the Building Department.



**Request for NFIP Policyholder
Personally Identifiable Information (PII)**

June 26, 2023

Re: Privacy Act Request for FEMA Files/Information

Dear Federal Insurance Directorate Assistant Administrator or FID Deputy Assistant Administrator:

I am writing to request that the Federal Emergency Management Agency (FEMA) provide me with National Flood Insurance Program policyholder information related to **Repetitive loss information in the City of Independence Kansas..**

My office seeks to use the information to manage the floodplain and the repetitive loss properties. Specifically, we plan to **make contact with them and inform them of their risk, how to mitigate risk and monitor any work being done at these locations.** We need information from FEMA in order to **manage our CRS Program.**

I am requesting that the above information be provided pursuant to the "routine use" provision of the Privacy Act of 1974, 5 U.S.C. 522a. I am requesting disclosure of this information under Routine Use **(N, Q, T)**.

My office will not further disclose this information to other entities or use the information for any purpose other than that stated above. Any other entities that require identical data files for the purposes outlined in this letter will contact FEMA separately with their request for information. The applicant information will be protected in accordance with the Privacy Act of 1974. Once the Personally Identifiable Information is utilized for the legitimate and appropriate purposes as stated above, the further transmission of these data files, electronic and analog/paper, will cease and the personal information contained therein will be destroyed.

If you or your staff has any questions or need additional information about this matter, please contact at (620) 332-2528.

Sincerely,
David Cowan
David Cowan
Asst. City Manager
Director of Safety & Floodplain Manager
811 W. Laurel St.
Independence, Ks. 67301
davidc@independenceks.gov



"Delivering Excellence"

January 05, 2024

TO: CRS Revalidation
FROM: City of Independence
RE: Monthly Education & PSA

Dear Melissa:

The City of Independence provides a monthly PSA on Facebook promoting flood safety, flood prevention items and awareness of the floodplain. The following is a list of those documents and copy for your review.

☐		April 2023 - Social Media Post
☐		August 2023 - Social Media Post
☐		CRS - December 2023 - Floodplain Tip 12042023
☐		CRS - March 2023 - Social Media Post 03032023
☐		CRS - November 2023 Flood Safety Tip - Facebook
☐		CRS Program - January 2023 Facebook Post
☐		February 2023 - Monthly Facebook Post 02032023
☐		July 2023 - Social Media Post
☐		June 2023 Flood Safety Tip
☐		May 2023 Flood Tip
☐		October 2023 - CRS Floodplain Tip
☐		September 2023 - Social Media Post 09042023

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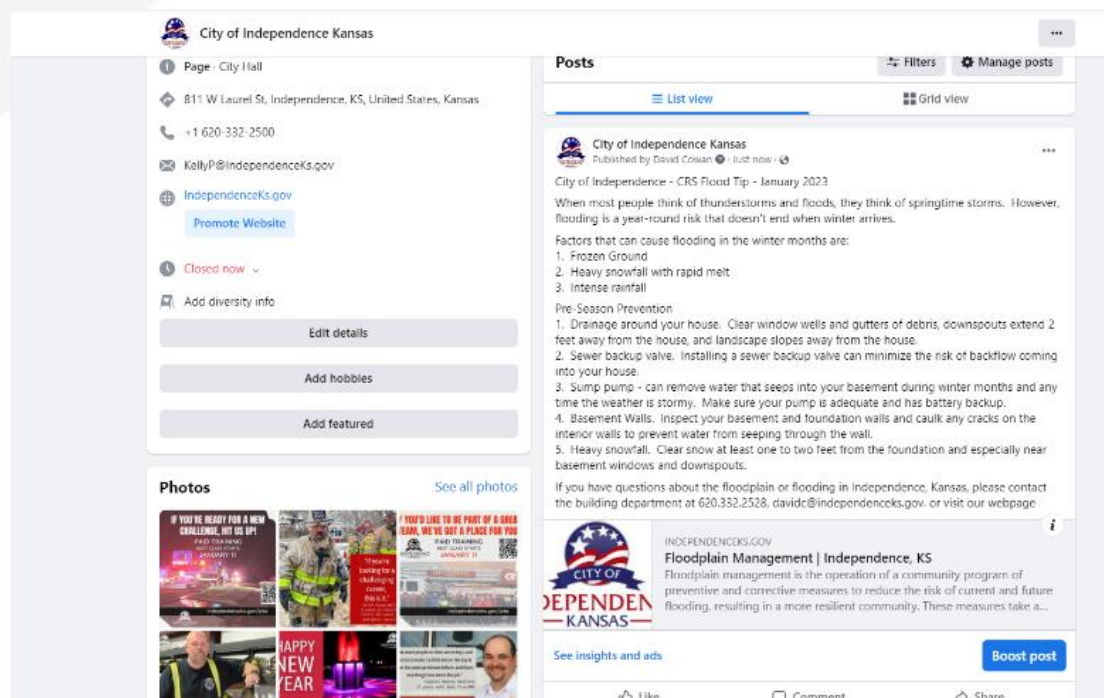
"Delivering Excellence"

January 2023:

January 6, 2023

RE: Monthly Facebook Post – CRS Program

Posted on January 06, 2023 to the City of Independence Facebook Page.



February 2023:

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City of Independence Kansas

Published by David Cowan · Just now ·

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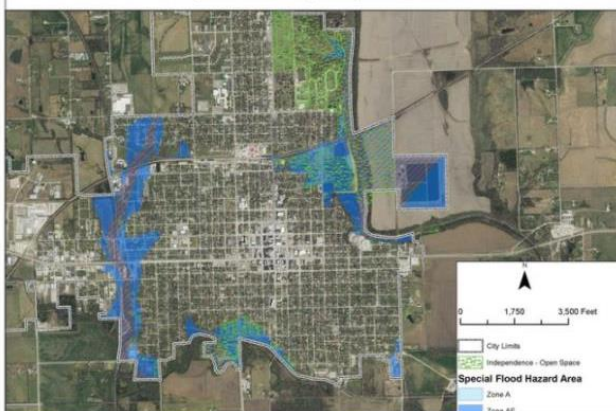
City of Independence – CRS Floodplain Management Tip February 2023

Residences located in the AE Floodplain (100-yr floodplain) inside the City limits must obtain a Building Permit and possibly an elevation certificate permit before any work is done. Examples of items that require a building permit in the AE zone are: residential remodels, home additions, fences, roof replacement, excavation or filling of dirt, and addition of outbuildings on the property. Please call before you do any work. 620.332.2528

Please see the attached map to see if you are in the AE – 100-year floodplain or if you have questions. You may contact the building department at 620.332.2528 or davidc@independenceks.gov

CRS Floodplain Management resulted in a 15% discount on Floodplain insurance in 2022.

Independence - Open Space Parcels



March 2023:

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City of Independence – CRS Flood Prevention Monthly tip

As Spring Storm Season Approaches, Consider Projects to Protect your Home from Flooding.

1. Know your risk. Speak to your neighbors or contact the City and obtain copies of the floodplain about flooding events
2. Obtain insurance for your property, including flood insurance
3. Maintain Proper runoff
 - a. Maintain gutters, downspouts, and splash pads, so rainwater flows quickly away from your home.
 - b. Improve your grading and green spaces around your building to improve runoff
 - c. Consider rain barrels to collect rainwater and utilize for watering plants
4. Repair foundations cracks

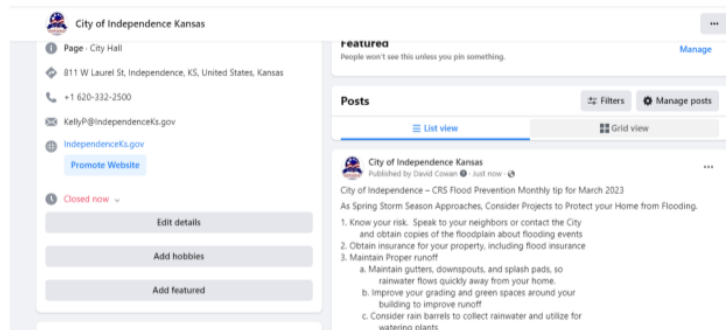
Other tips and ideas for protecting your home can be viewed at:

https://www.fema.gov/sites/default/files/documents/fema_protect-your-home-from-flooding-brochure_2020.pdf

City of Independence Floodplain webpage:

<http://www.independenceks.gov/351/Floodplain-Management>

City of Independence Floodplain Manager can be reached at 620.332.2528.

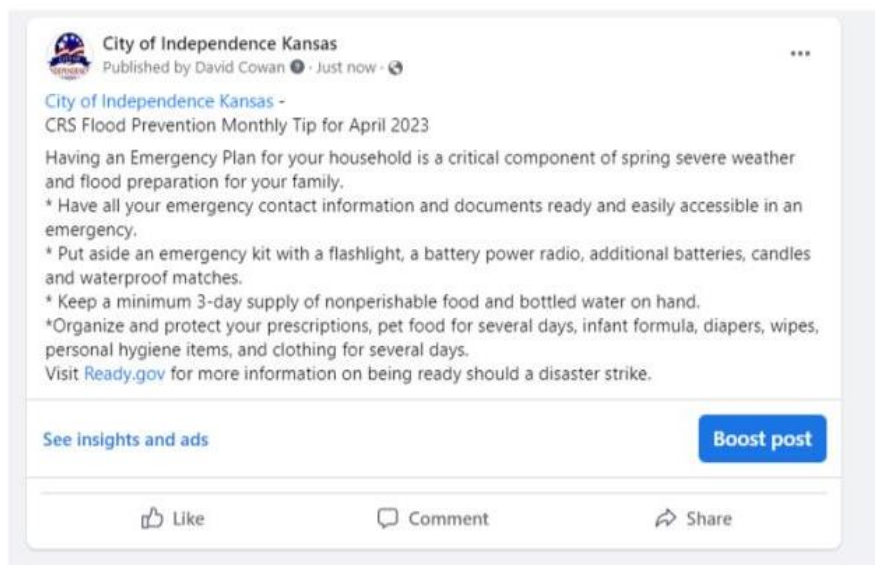


April 2023:

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April 04, 2023 – Social Media Post – City of Independence CRS Program

May 2023:

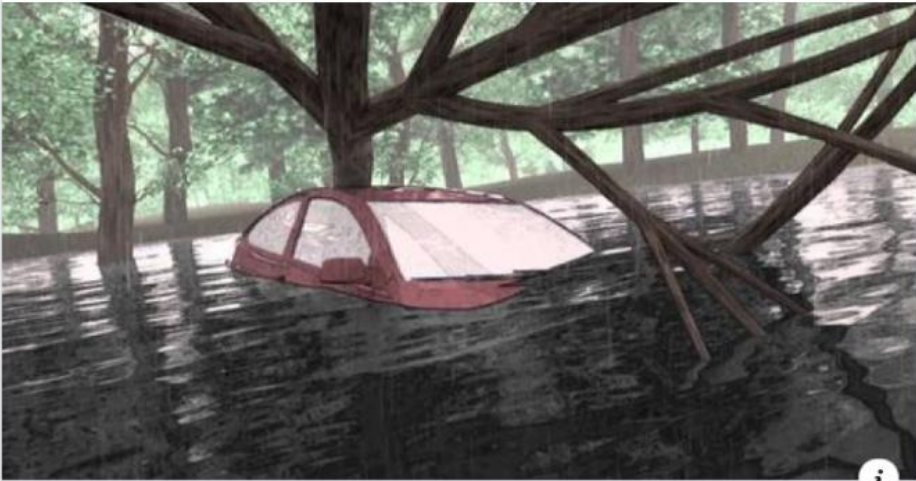
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 **City of Independence Kansas**
Published by David Cowan · Just now ·

The City of Independence Floodplain Management - May 2023 Safety Tip.
Turn Around - Don't Drown
<https://www.youtube.com/watch?v=el6mIIHKrVY...> See more



YOUTUBE.COM
Turn Around Don't Drown PSA
Never Drive or Walk into Flood Waters - Turn Around Don't Drown! Flooding is one of the lead...

[See insights and ads](#) [Boost post](#)

 Like  Comment  Share

June 2023:

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June 2023 Flood Safety Tip

Automatic Zoom

Before a Flood

- ✓ Stay informed-visit [weather.gov](https://www.weather.gov) or tune into your local news for the latest forecast.
- ✓ Determine weather your home, school or work is in an area likely to flood.
- ✓ Learn which roadways are likely to flood and find an alternative route so you can avoid them.
- ✓ Create a communications plan so your family will know how to connect during an emergency.
- ✓ Assemble an emergency kit.
- ✓ If you might be evacuated, pack your bags and include items for your pets so you're ready to leave at a moment's notice.
- ✓ Charge all essential electronics.
- ✓ Be proactive-leave before the flooding starts to avoid getting stranded.



Image from the FEMA Photo Library

After a Flood

- ✓ Stay informed-tune into your local news for updates on affected areas and the safety of your drinking water.
- ✓ Avoid floodwaters-standing water can hide chemicals that can make you sick, power lines that can cause electrocution and sharp debris that can seriously harm you.
- ✓ Avoid disaster areas-your presence may hamper emergency operations.
- ✓ Heed road closure and cautionary signs.
- ✓ Wait for the "all clear" before returning to an area that was impacted by flooding.
- ✓ Contact your family and loved ones to let them know you're ok.



Image from the FEMA Photo Library

During a Flood

- ✓ Stay informed-tune into your local news for updates on flooding in progress.
- ✓ Get to higher ground if you are in an area that is subject to flooding.
- ✓ Follow evacuation orders and heed warning signs.
- ✓ If you have time before you evacuate, disconnect utilities and appliances.
- ✓ Avoid flood waters. It is NEVER safe to drive or walk through flood waters.

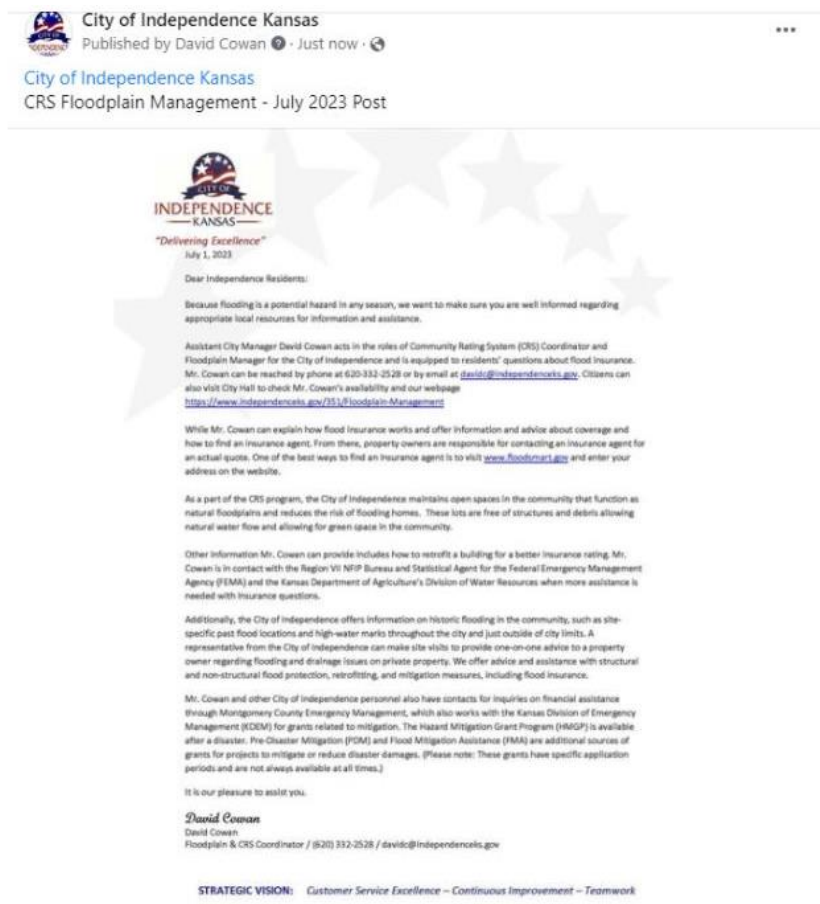
For more information, visit
www.weather.gov/floodsafety/

July 2023:

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August 2023:

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August 1, 2023

CRS – Social Media Post – August 2023

City of Independence – Emergency Management
FEMA – Community Rating System (CRS) – August 2023 Floodplain Tip

The City of Independence participates in the FEMA CRS program that requires us to manage the floodplain and help reduce and avoid flood damage to insurable property. By participating in the program, citizens in the floodplain can receive a reduction in their flood insurance.

If your property is in the 100-year floodplain, the following activity requires a building permit and State of Kansas-FEMA approval.

- Installation of Fence
- Dirt work that could change the flow of water
- Adding on to your home
- Building a garage or shed
- Remodeling, new siding, new roof

For inquiries about the 100-year floodplain, please get in touch with the floodplain manager at

620.332.2528 or davidc@independenceks.gov

Fence application: <http://www.independenceks.gov/DocumentCenter/View/2700/Fencing---Building-Permit-Application>

Building Permit: <http://www.independenceks.gov/DocumentCenter/View/99/Residential-Building-Permit-Application-Form-PDF>

September 2023:

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September 2023 Facebook Post - CRS Floodplain Management



City of Independence Kansas

Published by David Cowan · Just now ·

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City of Independence - September 2023 CRS Floodplain Information

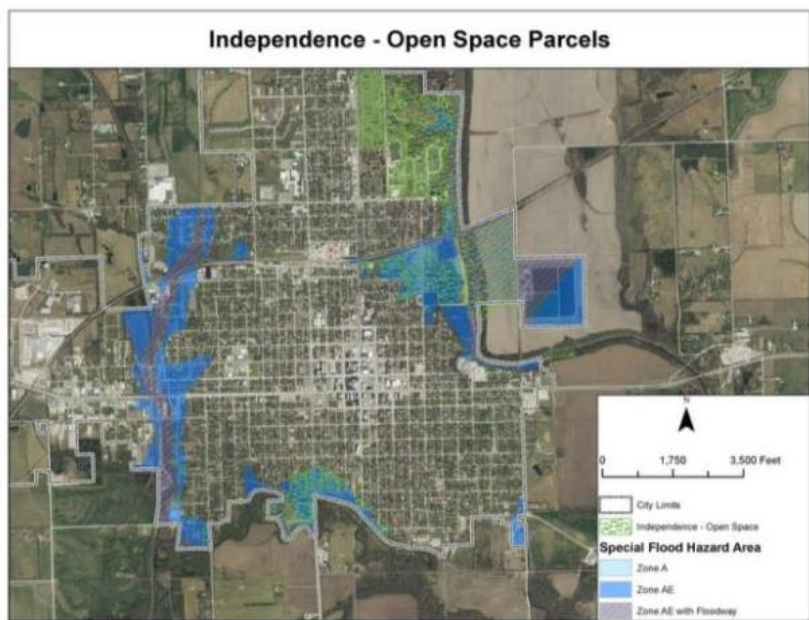
The City of Independence CRS Floodplain Management reminds the citizens to contact the City of Independence regarding any construction or remodeling work occurring in the 100-year floodplain. Any construction in the floodplain requires a permit per the City Code.

For questions and permitting for the Independence, Kansas floodplain.

Phone: 620-332-2528 voice 620.331.1628 fax

Email: davidc@independenceks.gov

Webpage:



October 2023:

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**City of Independence Kansas**
Published by David Cowan · Just now ·
City of Independence, Kansas
October 2023 - CRS Floodplain Tip
Flooding is a natural occurrence and can occur at any time, including the winter months. Pre-Season prevention tips are:

1. Drainage around your house. Clear window wells and gutters of fall debris and be sure downspouts are at least two to three feet from the house.
2. Sewer backup valve. Winter storms can flood town and city sewer systems. Installing a sewer backwater valve can minimize the risk.
3. Sump pump. A sump pump can remove water that seeps into your basement during the winter months, and any time the weather is stormy.
4. Basement Walls. Inspect your basement and foundation walls and caulk any cracks on the interior walls.
5. Snowmelt against house. Ten inches of snow equals one inch of rain. If you have two to three feet of snow against your house, a warm day can release a large volume of water that can affect your foundation and basement. Clear snow at least one to two feet away from the side of your house.

For more information on flooding inside the City of Independence, Kansas, please contact the building department at 620-332-2528.

November 2023:

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City of Independence Kansas

Published by David Cowan · Just now ·

City of Independence - CRS Floodplain Monthly Safety Tip - November 2023

Having an Emergency Plan for your household is a critical component of flood preparation and overall storm preparedness for your family.

1. Have all your emergency contact information and documents ready and easily accessible in an emergency
2. Put aside an emergency kit with a flashlight, a battery power radio, additional batteries, candles, and waterproof matches.
3. Keep a minimum 3-day supply of nonperishable food and bottled water on hand.
4. Organize and protect your prescriptions, pet food for several days, infant formula, diapers, wipes, personal hygiene items, and clothing for several days.

An emergency or disaster happens without warning, so being prepared is essential for the safety of your family, pets, and home.

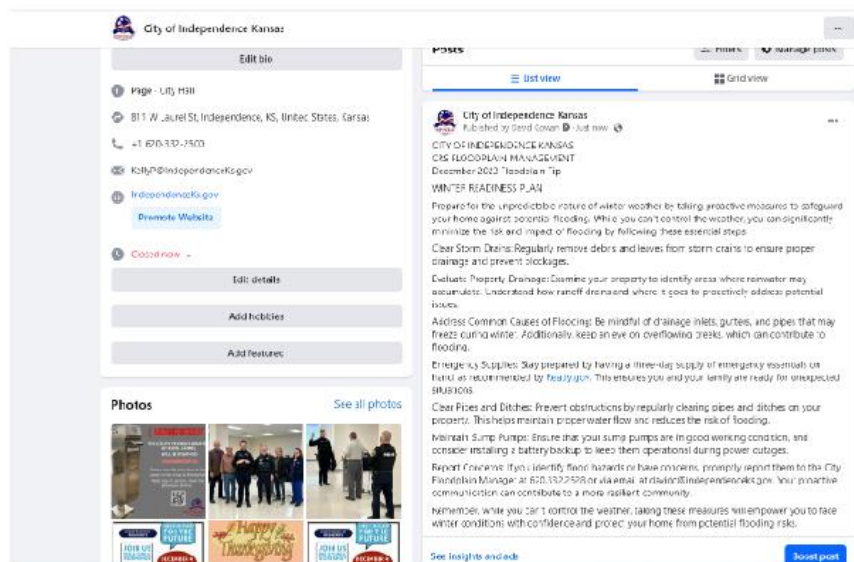
For more information on the City of Independence, Kansas, floodplain, floodproofing, or disaster preparedness, don't hesitate to get in touch with the City Building Office at 620-332-2541 or buildinginspector@independenceks.gov.

December 2023:



"Delivering Excellence"

December 2023 – CRS Floodplain Tip – Posted on Facebook 12/04/2023



2023 Newsletters:
1st Quarter

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"Delivering Excellence"



March 01, 2023

Dear Independence Residents:

Because flooding is a potential hazard in any season, we want to make sure you are well informed regarding appropriate local resources for information and assistance.

Assistant City Manager David Cowan acts in the roles of Community Rating System (CRS) Coordinator and Floodplain Manager for the City of Independence and is equipped to answer residents' questions about flood insurance. Mr. Cowan can be reached by phone at 620-332-2528 or by email at davidc@independenceks.gov. Citizens can also visit City Hall to check Mr. Cowan's availability or visit our webpage <https://www.independenceks.gov/351/Floodplain-Management>

While Mr. Cowan can explain how flood insurance works and offer information and advice about coverage and how to find an insurance agent, property owners are responsible for contacting an insurance agent for an actual quote. One of the best ways to find an insurance agent is to visit www.floodsmart.gov and enter your address on the website.

As a part of the CRS program, the City of Independence maintains open spaces in the community that function as natural floodplains and reduces the risk of home flooding. These lots are free of structures and debris, allowing natural water flow and providing green space in the community.

Other information Mr. Cowan can provide includes how to retrofit a building for a better insurance rating. Mr. Cowan is in contact with the Region VII NFIP Bureau and Statistical Agent for the Federal Emergency Management Agency (FEMA) and the Kansas Department of Agriculture's Division of Water Resources when more assistance is needed with insurance questions.

Additionally, the City of Independence offers information on historic flooding in the community, such as site-specific past flood locations and high-water marks throughout the city and just outside of the city limits. A representative from the City of Independence can make site visits to provide one-on-one advice to a property owner regarding flooding and drainage issues on private property. We offer advice and assistance with structural and non-structural flood protection, retrofitting and mitigation measures, including flood insurance.

Mr. Cowan and other City of Independence personnel also have contacts for inquiries on financial assistance through Montgomery County Emergency Management, which also works with the Kansas Division of Emergency Management (KDEM) for grants related to mitigation. The Hazard Mitigation Grant Program (HMGPP) is available after a disaster. Pre-Disaster Mitigation (PDM) and Flood Mitigation Assistance (FMA) are additional sources of grants for projects to mitigate or reduce disaster damages. (Please note: These grants have specific application periods and are not always available at all times.)

It is our pleasure to assist you.

David Cowan

David Cowan
Floodplain & CRS Coordinator



page 8

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2nd Quarter:

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City of Independence | 811 W. Laurel Street | Independence, Kansas 67301



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If your internet is slower than the zoo's new sloth, read this!



The City's Economic Development Advisory Board has been working with internet providers and the State of Kansas on opportunities to improve local broadband services. Last year, the City partnered with other area cities and Montgomery County to apply for a grant to support improved broadband infrastructure. Our request was denied because our area was considered "served" by Federal standards. If you regularly experience sluggish internet service or no service at all when you try to connect, you may beg to differ with that assessment that we are indeed "served."

Even though our original grant request was denied, you can help us be more successful with future attempts by taking a broadband survey at BroadbandKS.com (or scan the code provided here). You can take the survey from BOTH your home and office computers, and we recommend completing the survey in the late afternoon or early evening, when usage is at its daily peak, as part of the survey process will include a test of your internet speed. This will give the state a clear picture of our current broadband coverage and challenges.

SUMMER FLOOD SAFETY TIPS

Nearly every day, flooding happens somewhere in the United States. Knowing what to do during a flood will increase your safety and chances of survival if it happens in your area.

KNOW YOUR RISK

Do some checking and see if you live in a floodplain. Contact the City of Independence at (820) 332-2528 or visit the City's website to access the flood map:

<http://www.independenceks.gov/354/Floodplain-Management>

If you live in a floodplain, consider flood insurance. Make an itemized list of your property, and photograph or video the interior and exterior of your home.

WHEN A FLOOD THREATENS

Obtain local information from the Independence Emergency Alert System, City website, local radio and news networks.

DURING A FLOOD

Avoid areas subject to sudden flooding, and move to higher ground. Do not attempt to drive over a flooded road. STOP! Turn around and don't drown. Six inches of water can stall your vehicle; 12 inches will float many vehicles; and 24 inches will carry your vehicle away. Keep children from playing in floodwaters, near culverts or storm drains.

AFTER A FLOOD

Use flashlights - not lanterns or torches - to examine buildings. Do not handle live electrical equipment in wet areas. Seek necessary medical care at the nearest hospital. Food, clothing and shelter will be made available for those displaced by the flood water.

FLOODPLAIN MANAGEMENT

Any building activity in the floodplain requires permitting before work is started. Please contact the City of Independence Building Department at (820) 332-2528 or davidc@independenceks.gov before building. Building activity includes fencing, storage buildings, landscaping or additions and remodeling of buildings in the floodplain.



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City of Independence | 811 W. Laurel Street | Independence, Kansas 67301



"Delivering Excellence"

January 05, 2024

TO: CRS Revalidation
FROM: City of Independence
RE: Monthly Education & PSA

Dear Melissa:

The City of Independence provides a monthly PSA on Facebook promoting flood safety, flood prevention items and awareness of the floodplain. The following is a list of those documents and copy for your review.

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☐		June 2023 Flood Safety Tip
☐		May 2023 Flood Tip
☐		October 2023 - CRS Floodplain Tip
☐		September 2023 - Social Media Post 09042023

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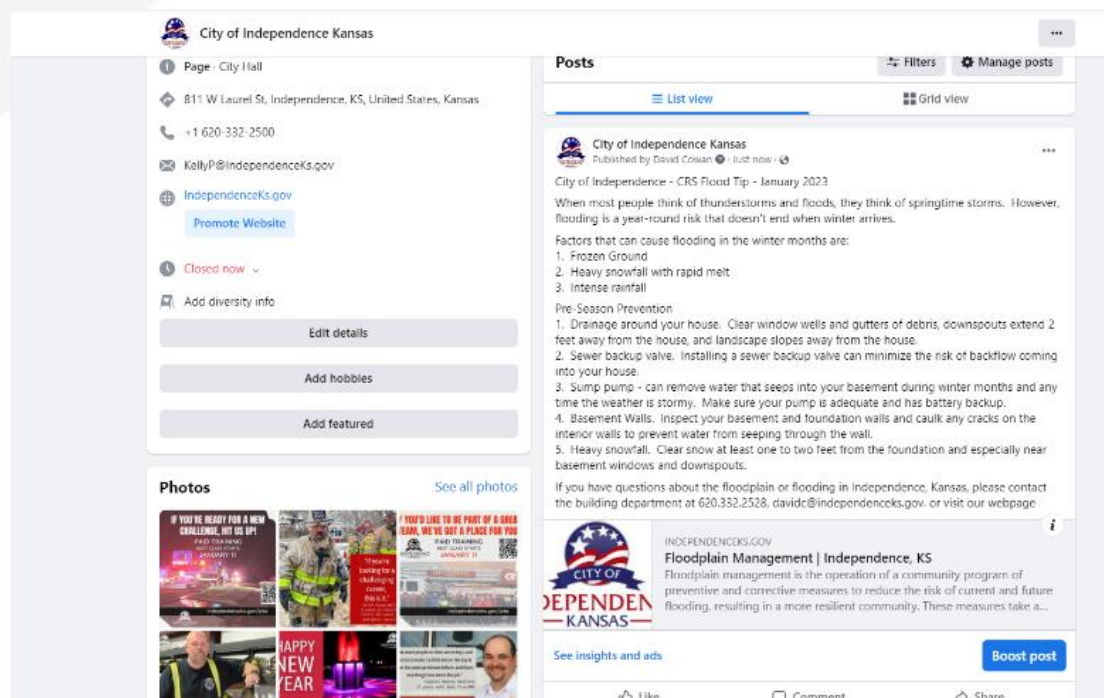
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January 2023:

January 6, 2023

RE: Monthly Facebook Post – CRS Program

Posted on January 06, 2023 to the City of Independence Facebook Page.



February 2023:

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City of Independence Kansas

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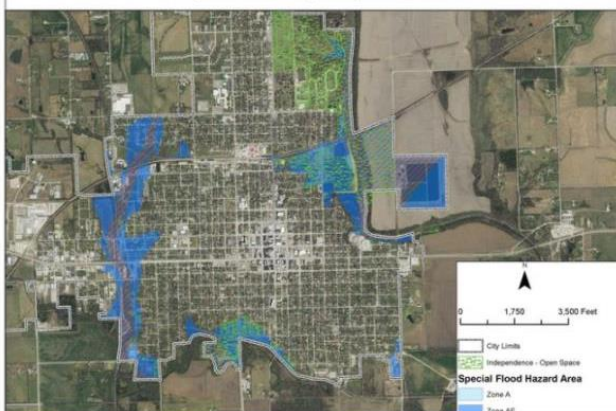
City of Independence – CRS Floodplain Management Tip February 2023

Residences located in the AE Floodplain (100-yr floodplain) inside the City limits must obtain a Building Permit and possibly an elevation certificate permit before any work is done. Examples of items that require a building permit in the AE zone are: residential remodels, home additions, fences, roof replacement, excavation or filling of dirt, and addition of outbuildings on the property. Please call before you do any work. 620.332.2528

Please see the attached map to see if you are in the AE – 100-year floodplain or if you have questions. You may contact the building department at 620.332.2528 or davidc@independenceks.gov

CRS Floodplain Management resulted in a 15% discount on Floodplain insurance in 2022.

Independence - Open Space Parcels



March 2023:

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City of Independence – CRS Flood Prevention Monthly tip

As Spring Storm Season Approaches, Consider Projects to Protect your Home from Flooding.

1. Know your risk. Speak to your neighbors or contact the City and obtain copies of the floodplain about flooding events
2. Obtain insurance for your property, including flood insurance
3. Maintain Proper runoff
 - a. Maintain gutters, downspouts, and splash pads, so rainwater flows quickly away from your home.
 - b. Improve your grading and green spaces around your building to improve runoff
 - c. Consider rain barrels to collect rainwater and utilize for watering plants
4. Repair foundations cracks

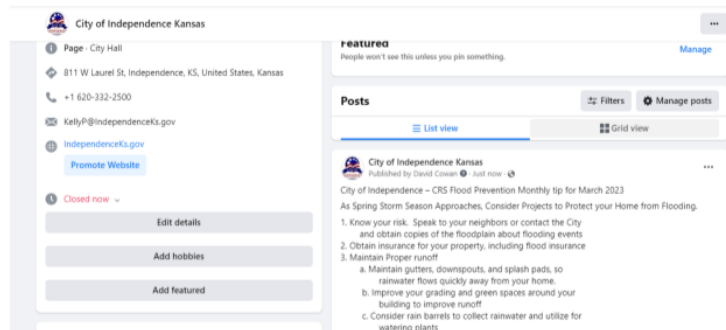
Other tips and ideas for protecting your home can be viewed at:

https://www.fema.gov/sites/default/files/documents/fema_protect-your-home-from-flooding-brochure_2020.pdf

City of Independence Floodplain webpage:

<http://www.independenceks.gov/351/Floodplain-Management>

City of Independence Floodplain Manager can be reached at 620.332.2528.

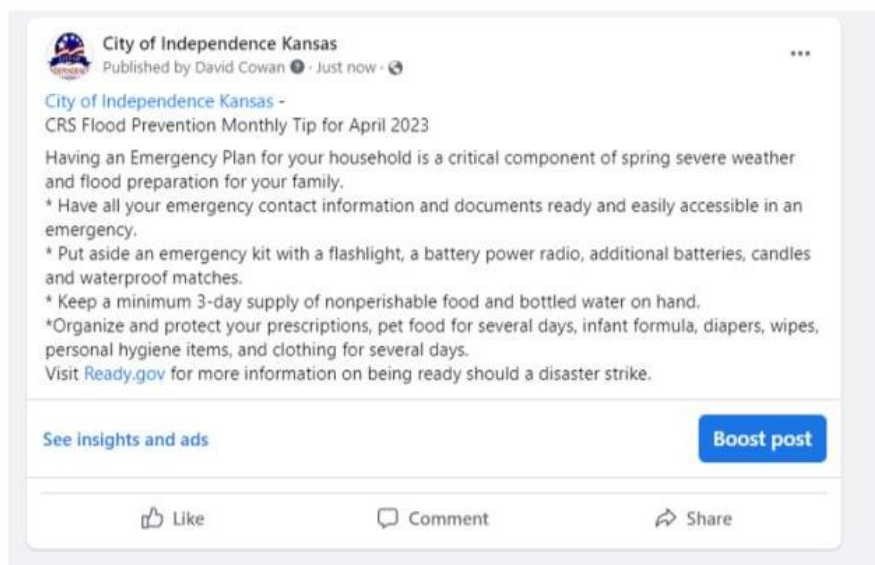


April 2023:

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April 04, 2023 – Social Media Post – City of Independence CRS Program

May 2023:

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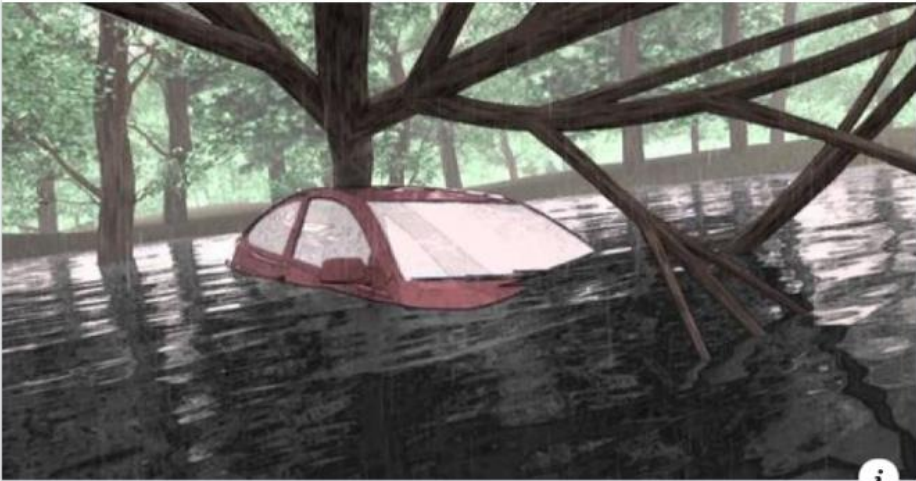
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City of Independence Kansas
Published by David Cowan · Just now ·

The City of Independence Floodplain Management - May 2023 Safety Tip.

Turn Around - Don't Drown
<https://www.youtube.com/watch?v=el6mIHKrVY...> See more



YOUTUBE.COM

Turn Around Don't Drown PSA
Never Drive or Walk into Flood Waters - Turn Around Don't Drown! Flooding is one of the lead...

[See insights and ads](#) [Boost post](#)

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Comment

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June 2023:

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June 2023 Flood Safety Tip

Automatic Zoom

Before a Flood

- ✓ Stay informed-visit [weather.gov](https://www.weather.gov) or tune into your local news for the latest forecast.
- ✓ Determine weather your home, school or work is in an area likely to flood.
- ✓ Learn which roadways are likely to flood and find an alternative route so you can avoid them.
- ✓ Create a communications plan so your family will know how to connect during an emergency.
- ✓ Assemble an emergency kit.
- ✓ If you might be evacuated, pack your bags and include items for your pets so you're ready to leave at a moment's notice.
- ✓ Charge all essential electronics.
- ✓ Be proactive-leave before the flooding starts to avoid getting stranded.



Image from the FEMA Photo Library

During a Flood

- ✓ Stay informed-tune into your local news for updates on flooding in progress.
- ✓ Get to higher ground if you are in an area that is subject to flooding.
- ✓ Follow evacuation orders and heed warning signs.
- ✓ If you have time before you evacuate, disconnect utilities and appliances.
- ✓ Avoid flood waters. It is NEVER safe to drive or walk through flood waters.

After a Flood

- ✓ Stay informed-tune into your local news for updates on affected areas and the safety of your drinking water.
- ✓ Avoid floodwaters-standing water can hide chemicals that can make you sick, power lines that can cause electrocution and sharp debris that can seriously harm you.
- ✓ Avoid disaster areas-your presence may hamper emergency operations.
- ✓ Heed road closure and cautionary signs.
- ✓ Wait for the "all clear" before returning to an area that was impacted by flooding.
- ✓ Contact your family and loved ones to let them know you're ok.



Image from the FEMA Photo Library

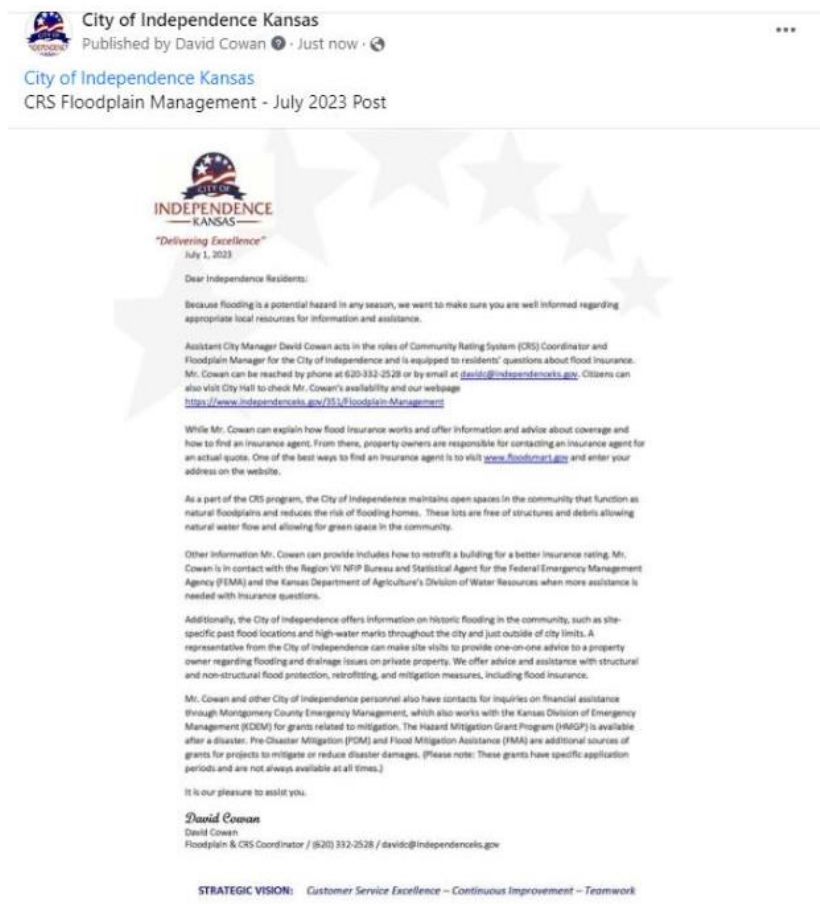
For more information, visit
www.weather.gov/floodsafety/

July 2023:

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August 2023:

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August 1, 2023

CRS – Social Media Post – August 2023

City of Independence – Emergency Management
FEMA – Community Rating System (CRS) – August 2023 Floodplain Tip

The City of Independence participates in the FEMA CRS program that requires us to manage the floodplain and help reduce and avoid flood damage to insurable property. By participating in the program, citizens in the floodplain can receive a reduction in their flood insurance.

If your property is in the 100-year floodplain, the following activity requires a building permit and State of Kansas-FEMA approval.

- Installation of Fence
- Dirt work that could change the flow of water
- Adding on to your home
- Building a garage or shed
- Remodeling, new siding, new roof

For inquiries about the 100-year floodplain, please get in touch with the floodplain manager at

620.332.2528 or davidc@independenceks.gov

Fence application: <http://www.independenceks.gov/DocumentCenter/View/2700/Fencing---Building-Permit-Application>

Building Permit: <http://www.independenceks.gov/DocumentCenter/View/99/Residential-Building-Permit-Application-Form-PDF>

September 2023:

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September 2023 Facebook Post - CRS Floodplain Management



City of Independence Kansas

Published by David Cowan · Just now ·

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City of Independence - September 2023 CRS Floodplain Information

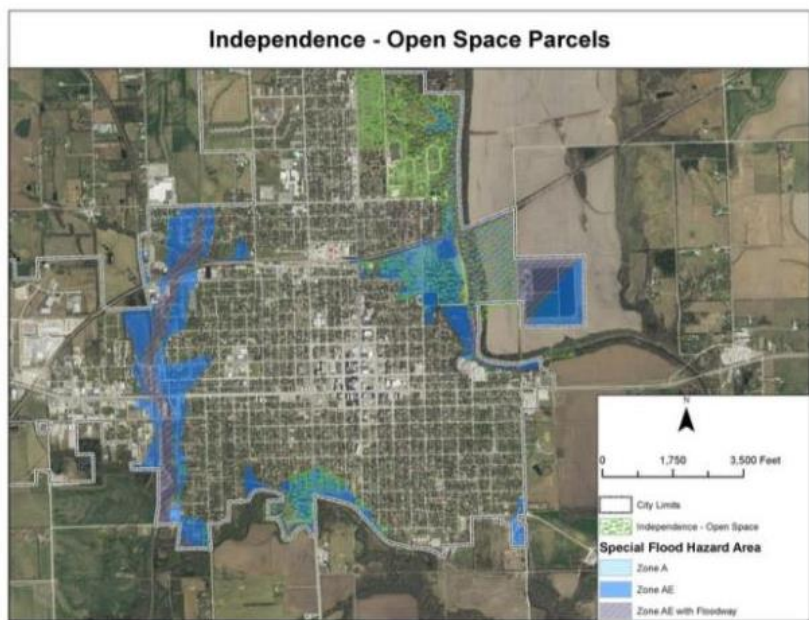
The City of Independence CRS Floodplain Management reminds the citizens to contact the City of Independence regarding any construction or remodeling work occurring in the 100-year floodplain. Any construction in the floodplain requires a permit per the City Code.

For questions and permitting for the Independence, Kansas floodplain.

Phone: 620-332-2528 voice 620.331.1628 fax

Email: davidc@independenceks.gov

Webpage:



October 2023:

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City of Independence Kansas

Published by David Cowan · Just now ·

City of Independence, Kansas

October 2023 - CRS Floodplain Tip

Flooding is a natural occurrence and can occur at any time, including the winter months. Pre-Season prevention tips are:

1. Drainage around your house. Clear window wells and gutters of fall debris and be sure downspouts are at least two to three feet from the house.

2. Sewer backup valve. Winter storms can flood town and city sewer systems. Installing a sewer backwater valve can minimize the risk.

3. Sump pump. A sump pump can remove water that seeps into your basement during the winter months, and any time the weather is stormy.

4. Basement Walls. Inspect your basement and foundation walls and caulk any cracks on the interior walls.

5. Snowmelt against house. Ten inches of snow equals one inch of rain. If you have two to three feet of snow against your house, a warm day can release a large volume of water that can affect your foundation and basement. Clear snow at least one to two feet away from the side of your house.

For more information on flooding inside the City of Independence, Kansas, please contact the building department at 620-332-2528.

November 2023:

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City of Independence - CRS Floodplain Monthly Safety Tip - November 2023

Having an Emergency Plan for your household is a critical component of flood preparation and overall storm preparedness for your family.

1. Have all your emergency contact information and documents ready and easily accessible in an emergency
2. Put aside an emergency kit with a flashlight, a battery power radio, additional batteries, candles, and waterproof matches.
3. Keep a minimum 3-day supply of nonperishable food and bottled water on hand.
4. Organize and protect your prescriptions, pet food for several days, infant formula, diapers, wipes, personal hygiene items, and clothing for several days.

An emergency or disaster happens without warning, so being prepared is essential for the safety of your family, pets, and home.

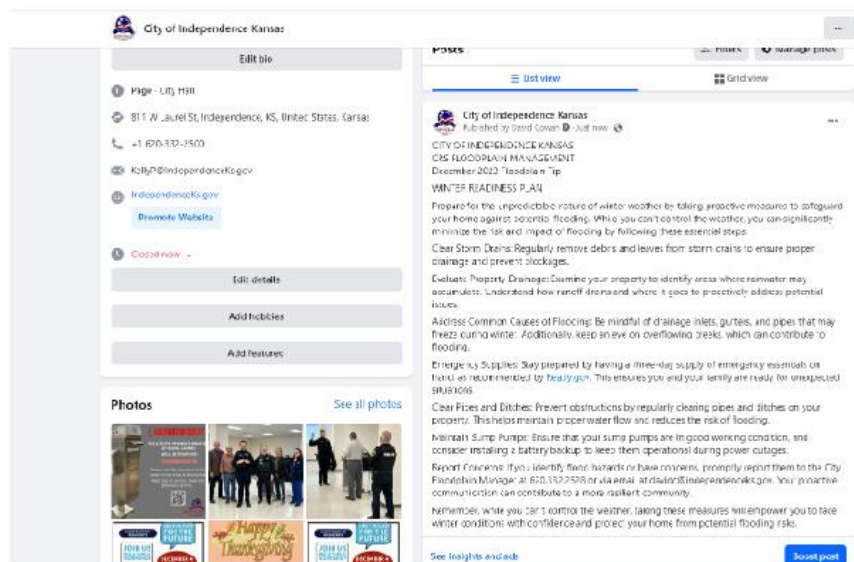
For more information on the City of Independence, Kansas, floodplain, floodproofing, or disaster preparedness, don't hesitate to get in touch with the City Building Office at 620-332-2541 or buildinginspector@independenceks.gov.

December 2023:



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December 2023 – CRS Floodplain Tip – Posted on Facebook 12/04/2023



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4. Talk to the Building Department for information on grant programs.
 - The City of Independence would work with Montgomery County Emergency Management and the Kansas Division of Emergency Management to apply for grant funding.
 - If you are interested in elevating your building above the flood level, we may apply for a Federal grant to cover 75% of the cost.
 - Get a flood insurance policy – it will help pay for repairs after a flood and, in some cases, help pay the costs of elevating a substantially damaged building. There is an additional \$30,000 for increased cost of compliance funding to mitigate buildings substantially damaged after a flood. (continued on next page)
5. Get a flood insurance policy.
 - Homeowner's insurance policies do not cover damage from floods. However, because our community participates in the National Flood Insurance Program, you can purchase a separate flood insurance policy. This insurance is backed by the Federal government and is available to everyone, even properties that have been flooded. Because our community participates in the Community Rating System, you will receive a reduction in the insurance premium.
 - Anyone receiving this letter whose home is not mapped as a Special Flood Hazard Area, may qualify for a lower-cost Preferred Risk Policy. Contact David Cowan in the Building Department to verify if your home is in the Special Flood Hazard Area or not.
 - Some people had purchased flood insurance because it was required by the bank when they got a mortgage or home improvement loan. Usually, these policies cover the building's structure and not the contents. During the kind of flooding in your area, there is usually more damage to the furniture and contents than the structure. Be sure you have content coverage.
 - Don't wait for the next flood to buy insurance protection. There is a 30-day waiting period before National Flood Insurance Program coverage takes effect in most cases.
 - Contact your insurance agent for more information on rates and coverage.
6. **Remodeling, adding structures to your property, fences, new roofs, siding, windows etc.**
 - a. By Ordinance requires a **building permit**, and specific activity requires a flood elevation certificate. Please contact the City of Independence Building Department for **any building activity** in the Floodplain. See contact information below.

Questions about the Floodplain or the CRS program, please get in touch with the building department at the following numbers:

- David Cowan, Floodplain Manager
 - davidc@independences.gov
 - 602.332.2528 voice
- David Cowan, Building Inspector
 - davidc@independences.gov
 - 620.205.7166

Sincerely,

David Cowan

Asst. City Manager

Building Inspector – Floodplain Manager



Report
CITY OF INDEPENDENCE
January 25, 2024

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM January Public Works Projects Report

BACKGROUND The January 2024 Public Works Project status is attached.

SUPPORTING DOCUMENTS

1. Project Status 1-2024cc

	Project Title	Project Description/Scope	Approx. Cost (000's)	Grant Portion	Arch. or Eng. Partner	Status	Last Month Progress	Next Month Plan/Issues	Projected Const Start	Projected Compl.
1	SS4A	Safe Streets for All grant application.	\$1,605	\$1,605	TranSystems	Awaiting grant paperwork.	Grant application successful.	Waiting for grant award paperwork.	TBD	TBD
2	Water Plant Next Phase	Water Plant Capital Work Per Master Plan	\$6,000		PEC	Design.	Continue engineering.	PEC Change order RCA approval, continue engineering.	1Q24	4Q26
3	FAA - Rehab Pavement	Rehabilitate portions of the taxiways at Independence Municipal Airport.	\$735	\$662	Lochner	Design.	Design.	Design.	3Q24	1Q25
4	SPCC - Airport	Containment upgrades for fueling	\$150	n/a	TranSystems	Design.	RCA in February, open March.	RCA in February, open March.	2Q24	3Q24
5	CCLIP Grant - Main	Main Street - 8th to 2nd, mill and overlay	\$1,000	\$800	TranSystems	Design.	Awaiting KDOT comments.	Awaiting KDOT comments.	2Q24	3Q24
6	Transp. Alt. Grant	8' sidewalk to Wal-Mart and Labette	\$1,350	\$980	TranSystems	Design.	Field Check meeting held with KDOT.	Revise drawings.	2Q24	3Q24
7	KDHE Wastewater Loan	New sewer lines around 1st and Birch and around the Westminster area.	\$3,000		TranSystems	Pre-bid.	Receive final loan document (waiting on KDHE). Preparing condemnation. TranSystems calling State regularly.	Documents with KDHE for a year. TranSystems calling State regularly. Condemnation nearly complete.	2Q24	3Q24
8	Parking Lot N. of City Hall	Design and construct new parking lot north of historic City Hall	\$661		TranSystems	Bid.	Open bids 18 January.	Review bids with Commission.	1Q24	3Q24
9	Waterline/Meter Project	New Water Meters, Replace Some Water Main	\$3,600		PEC	Pre-construction.	Prepare documentation - February/March construction start.	Prepare documentation - February/March construction start.	1Q24	3Q24
10	Jefferson Subdivision	Streets and infrastructure for new subdivision.	\$1,100	TBD	TranSystems	Pre-construction.	Preparing for preconstruction conference.	Precon held.	1Q24	3Q24
11	CCLIP Grant - Penn	Reconstruct Penn from Morningside to City Limits	\$500	\$370	TranSystems	Pre-construction.	Wait.	Hold precon. (KDOT)	2Q24	3Q24
12	KDOT KAIP	New Beacon	\$120	\$108	Lochner	Pre-construction.	Award contract.	Execute contract, schedule work.	1Q24	3Q24
13	Big Straw	Water pipeline to Bartlett.	\$11,000	All (via Bartlett)	EBH	In construction.	Pipe delivered, construction in progress.	Construction in progress.	4Q23	1Q25
14	Central Park - Phase I	New soccer fields, revamp existing ball fields.	\$6,800	\$2,100	Indigo	In construction.	In construction.	In construction.	3Q23	2Q24
15	Precision Rail	Rail work to be paid for by KDOT grant and precision, contract with City.	\$1,000	\$1,000	(Precision)	In construction.	In construction.	Complete in next 30 days.	3Q23	2Q24
16	Enterprise Drive	Buildout of street, utilities	\$1,700	\$1,300	TranSystems	In construction.	Easement with landowner. Meet with landowner.	Easement with landowner to be signed.	1Q22	1Q24
17	KDOT: Maple Street Cost Share	Complete rebuild, 17th Street to City Limits	\$3,780	\$1,600	TranSystems	In construction.	Easement with landowner. Meet with landowner.	Waiting on Atmos easement.	1Q22	1Q24
A	Whiskey Creek	Artificial lake for runoff water impoundment	TBD		TranSystems	Hold.	Fifth meeting in July.	Sixth meeting TBD.	TBD	TBD
B	Airport Infrastructure	Paving at airport to support business.	\$434	\$349	TranSystems/Lochner	Developing.	Grant applied for, wait.	Grant applied for, wait.	2024	2024
C	KDOT Bridge Grant	Replace Cherry Street bridge with box culvert.	\$400	TBD	TranSystems	Hold.	Grant applied for, wait.	Grant applied for, wait.	TBD	TBD
D	Dam Investigation	Investigate/Repair Verdigris Dam	\$500	TBD	WRS, LLC	Developing.	Grant applied for, wait.	Grant applied for, wait.	TBD	TBD
Green shade denotes changed/new information from last month.										



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 25, 2024**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Personnel matters of non-elected personnel.

SUMMARY RECOMMENDATION Go into Executive Session.

BACKGROUND

FINANCIAL INFORMATION

SUGGESTED MOTION I move that we recess for an executive session for discussion of an employee's performance pursuant to the non-elected personnel exception found at KSA75-4319(b)(1). The open meeting will resume at ____:____ p.m. (10 minutes) in the Commission Room of City Hall.

SUPPORTING DOCUMENTS