

INDEPENDENCE CITY COMMISSION

REGULAR SESSION AGENDA

March 14, 2024

5:30 PM

Commission Room, City Hall

To participate by conference call:
1 785-289-4727 Conference ID: 847 753 695#

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 a replacement for Doug Rinck on the Board of Examiners - Plumbers.

III. CONSENT AGENDA

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

- A. Consider waiving the ordinance prohibiting food trucks in the Park on April 13, 2024 for the Annual Park Opening.
- B. Consider initiating a public hearing before the Planning Commission to consider a text amendment to Appendix B - Zoning regarding dwellings.

IV. ITEMS FOR COMMISSION ACTION

- A. Consider contracting with Confluence, Inc. to update the zoning regulations.
- B. Consider awarding a bid from TLC Groundskeeping, Inc. for the grassing package for the Central Park Sports Complex project.
- C. Consider a recommendation from the Economic Development Advisory Board to increase the budget and modify the requirements for the Neighborhood Exterior Grant Program.
- D. Consider a variance request to increase the driveway width at 301 South 6th Street.
- E. Consider approval of demolition bids.
- F. Consider authorizing TranSystems to prepare and submit a KDOT Cost Share Program grant application for: Sycamore, 10th to 21st.
- G. Consider authorizing application for KDOT City Connecting Link Improvement Program (CCLIP) grants for two projects: 1) FY 2026 Geometric Improvements – Main Street, 2nd Street to City Limits and 2) FY 2027 – Pavement Restoration, 10th Street, Main to Laurel.
- H. Consider authorizing an agreement with the Sports Car Club of America, Inc. (SCCA) to hold a racing event at Independence Municipal Airport on May 3-5 and July 2-5, 2024.
- I. Consider partnering with the School District to replace a City main water line adjoining the Early Learning Center.

V. REPORTS

A. City Board Minutes

VI. CITY MANAGER'S COMMENTS

VII. COMMISSIONERS' COMMENTS

VIII. PUBLIC CONCERNS

IX. ADJOURNMENT



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 14, 2024

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider appointing a replacement for Doug Rinck on the Board of Examiners - Plumbers.

SUMMARY RECOMMENDATION Appoint Darrin Wood to an unexpired term on the Board of Examiners - Plumbers ending on August 15, 2025.

BACKGROUND Doug Rinck has served on the Plumbing Board for several years. He has recently retired, moved, and resigned from the board. Applications were received for a replacement, and only one application was received. Applicants were required to be licensed plumbers in the City.

BOARD OF EXAMINERS - PLUMBERS (3 year terms -- 5 members)			
Members	Term	Expires	Appointed/ Eligible to be Reappointed
Paul Lemon	4th term*	August 15, 2025	
Doug Rinck	8th term	August 15, 2025	
Wayne Sundquist	9th term	August 15, 2025	
Justin Wren/Atmos	Unexpired term	August 15, 2026	1/25/2024
Pat Howe	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 Darrin Wood to an unexpired term on the Board of Examiners - Plumbers ending on August 15, 2025.

SUPPORTING DOCUMENTS

1. DarrinWood-PlumbingBoard-Board Application - Kelly Passauer - Outlook

Online Form Submittal: Board Application

noreply@civicplus.com <noreply@civicplus.com>

Thu 2/15/2024 6:10 PM

To: Kelly Passauer <kellyp@independenceks.gov>

Board Application

Board Applying For:	Plumbing board
Name	Darrin Wood
Date	2/15/2024
Address	1102 W Locust
Email Address	Rincksdwoodplumb@hotmail.com
Phone Number	6209262148
Educational Background:	
High School Name and Location	IHS
Graduated/Degree	Diploma 1999
College Name and Location	ICC
Graduated/Degree	<i>Field not completed.</i>
Major	<i>Field not completed.</i>
Other Education Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Emphasis	<i>Field not completed.</i>
Do you reside inside the corporate limits of the City of Independence?	Yes
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	Yes
What experiences have you had that you feel would assist you as a board member?	I have been plumbing in Independence for about 20 years. I have lived in this town my whole life and want to give back to this city

Why do you want to become a member of the board?	I have gotten my masters license and purchased Rincks plumbing. Doug has retired and I would like to be added. We need to have a cohesiveness between the plumbers in town so that we can help the city to the best ability possible.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	No, not right off hand
Other comments:	<i>Field not completed.</i>

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



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 14, 2024**

Department Park, Zoo & Cemetery

Director Approval Scott Patton

AGENDA ITEM Consider waiving the ordinance prohibiting food trucks in the Park on April 13, 2024 for the Annual Park Opening.

SUMMARY RECOMMENDATION City Staff recommends allowing food trucks at the FORPAZ Park Opening.

BACKGROUND Park staff is working on the Park Opening sponsored by FORPAZ on April 13, 2024, and would like to allow Food Trucks in the Park during the opening. The current City Ordinance only allows the City Manager to “give the privilege of a day to any school, church or association to sell refreshments.” We do not believe this includes a private vendor selling refreshments, even though it is part of an association's event. Therefore, we ask the Commission's permission to waive this requirement on April 13, 2024 for the FORPAZ Park Opening event.

FINANCIAL INFORMATION This event causes no financial impact to the city. Any financial costs associated with the event are paid for by FORPAZ.

SUGGESTED MOTION I move to waive the Ordinance prohibiting food trucks in the Park on April 13, 2024 for the FORPAZ Park Opening.

SUPPORTING DOCUMENTS

1. Park Opening Graphic



Please join us for

OPENING DAY

Riverside Park & Ralph Mitchell Zoo

SATURDAY, APRIL 13



11 a.m.





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 14, 2024

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider initiating a public hearing before the Planning Commission to consider a text amendment to Appendix B - Zoning regarding dwellings.

SUMMARY RECOMMENDATION City staff recommends initiating a text amendment before the Planning Commission in order to allow an additional remedy if the rezoning as requested is not recommended. Otherwise, it would require delaying the project another month to schedule a text amendment hearing, with a potential rezoning and/or conditional use permit request the following month. Due to the great need for additional housing, staff is trying to minimize delays as much as possible.

BACKGROUND City staff has been approached by a property owner that owns a house in the C-2 zone which adjoins the highway. They would like to demolish the house and rebuild another house at this location. The zoning code does not allow single-family detached dwellings in a C-2 zone, so the current house is a non-conforming use. The property owner would like to start constructing this new house as soon as possible. With the need for additional housing being so great, City staff has prepared the following options, all of which would need to be first considered by the Planning Commission:

1. Rezone one lot adjoining the highway in the middle of a block that is bordered by C-2, commercial services to R-2, single-family. This would be a spot rezoning, and it is unknown if it will be approved, although across the alley there are R-2 zoned properties. Typically, a street or alley serves as a buffer between zones. The owner has completed an application for this option.
2. Consider a text amendment to allow single-family detached dwellings in a C-2 district with a conditional use permit, which could be considered at the same meeting as the rezoning. If this option is taken, the use limitations for the C-2 district would also have to be amended, as currently they state: "No structure shall be used for residential purposes except by the owner, owner's agent or the operator of the business located on the premises, except that accommodations may be offered to the transient public by motels and hotels." If the text amendment is approved, the owner would need to apply for a conditional use permit which could be heard the following month.
3. Consider a text amendment to allow single-family detached dwellings in a C-1 or O/P zone as a conditional use, which might be more appropriate for this area than R-2, which could also be considered at the same meeting as the rezoning. If the text amendment is approved, the owner would need to apply for rezoning with a conditional use permit which could be heard the following month. This would also be a spot rezoning.

Land Use Category	Code	Permitted Zoning District												
		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
Dwelling, elderly	1100				P	P					C			
Dwelling, in nonresidential structure	1190							C	C		C			
Dwelling, mobile home not on permanent foundation	1151					C	C							
Dwelling, mobile home on permanent foundation	1152					C	C							
Dwelling, multifamily	1130				P	P	P	P			C			
Dwelling, single-family attached	1113				P	P	P	P			C			
Dwelling, single-family detached	1111	C	P	P	P	P	P				C			
Dwelling, two-family	1120				P	P	P				C			

Initiating the text amendment would allow the Planning Commission to consider all the options above at the same meeting.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to initiate a Public Hearing before the Planning Commission regarding dwellings.

SUPPORTING DOCUMENTS

1. 1621 N Penn Zoning
2. Public Hearing Notice Text Amendment Dwellings



City of Independence, Kansas

NOTICE TO THE PUBLIC

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

Tuesday, April 2, 2024 at 5:30 p.m.

To consider a text amendment to Appendix B – Zoning relating to dwellings.

Case Number:

2024/ZA/04

The hearing will be conducted in the Commission Room, City Hall, 120 North Sixth Street, Independence, Kansas, and will begin at 5:30 p.m. All interested persons should attend, and they will be heard. You may also participate via conference call: [+1 785-289-4727](tel:+17852894727) Conference ID: 820 754 218# Persons wishing to comment, but who cannot attend this hearing, should provide their written comments to:

Kelly Passauer
Zoning Administrator
120 N 6th Street
Independence, KS 67301
(620) 332-2506

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

Kelly Passauer, Zoning Administrator



REQUEST FOR COMMISSION ACTION

CITY OF INDEPENDENCE

March 14, 2024

Department Admin

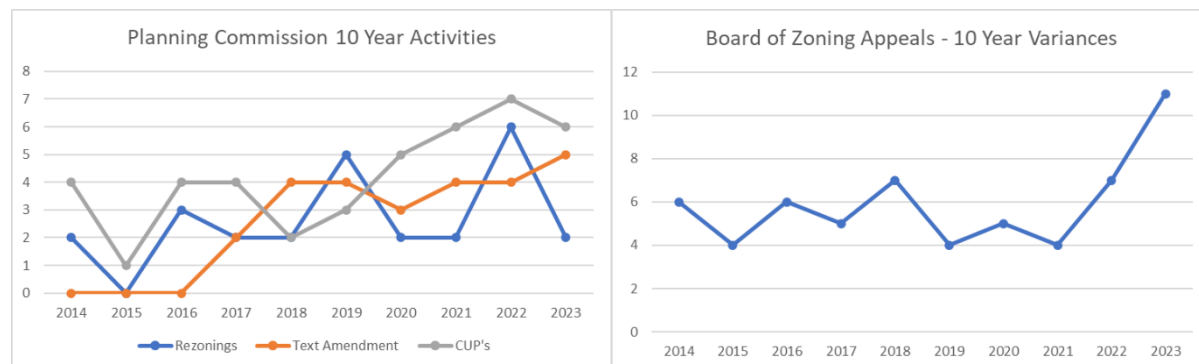
Director Approval Kelly Passauer

AGENDA ITEM Consider contracting with Confluence, Inc. to update the zoning regulations.

SUMMARY RECOMMENDATION Authorize the Mayor to sign the agreement.

BACKGROUND Confluence, Inc. is preparing a new Community Development/Comprehensive Plan. This important document provides a guide to the future development and growth of the City. The last update was in 1982. For the new Community Development/Comprehensive Plan to be effective, our zoning regulations must align with the new plan, which is scheduled to be completed by July 1, 2024.

While several text amendments have been made to the zoning regulations over the years (Example: 26 in the last ten years), these are generally dealt with as an issue arises. In addition, the fact that 59 variances have been requested in the last ten years is another indication that the zoning code needs a thorough review. City Staff is unaware of a detailed review of the entire zoning code in the past 30 years.



In addition, zoning regulation updates need to be reviewed to ensure compliance with current State Law and incorporate modern planning practices. The City Manager has been a member of the APA (American Planning Association) for several years. Confluence, Inc. has several staff members who are not only members of the APA but are also A.I.C.P. (American Institute of Certified Planners) certified. The mission of the APA is to create great communities for all. APA provides resources regarding modern planning practices, which include effectively managing change by anticipating and adapting to the needs of a changing world. This also includes practicing deregulation where practical to encourage future development, such as enabling the expansion of housing choices. The specifications in the contract also include that a special emphasis will be placed on pinpointing barriers to new housing and adjusting regulations to facilitate increased housing development, which was a recommendation from the 2023 Tanner Citizen Satisfaction Survey included in the Commission's 2024 goals.

FINANCIAL INFORMATION \$100,000 was budgeted in 2023 for the Comprehensive/Community Development Plan Update. A \$50,000 grant was awarded for this work. The cost for the grant administration is \$5,000. The contract with Confluence, Inc. for the update of the Comprehensive/Community Development Plan totals \$100,000, with one amendment for \$5,000 to perform a preliminary review of the zoning code. This leaves adequate funds that can be carried over to perform the update to the zoning regulations in the amount of \$20,000.

SUGGESTED MOTION I move to authorize the Mayor to sign a contract with Confluence, Inc. to update the zoning regulations.

SUPPORTING DOCUMENTS

1. Contract For Zoning Update
2. Attachment A

CONTRACT

Develop Updated Zoning Regulations

This Agreement is entered into on the 14th day of March, 2024, by and between the CITY OF INDEPENDENCE, KANSAS, hereafter CITY, and CONFLUENCE, INC., an Iowa corporation, hereafter CONTRACTOR:

1. **Project Description:** The project involves the update of its existing zoning regulations to align with the forthcoming Community Development/Comprehensive Plan, comply with the Kansas State Statutes, and incorporate modern planning practices. A special emphasis will be placed on pinpointing barriers to new housing and adjusting regulations to facilitate increased housing development. The CONTRACTOR possesses the necessary expertise and experience to complete the update process.

2. **Specifications:** The CONTRACTOR agrees to provide additional professional services necessary to develop updated zoning regulations that align with the new Community Development/Comprehensive Plan, State Statutes, and modern planning practices; prepare clear documentation explaining the rationale for proposed changes; facilitate public engagement to gather feedback on proposed changes; revise the draft regulations based on feedback and finalize the updated Zoning Regulations; and provide necessary guidance for the adoption process. A more detailed Scope of Work is included in Attachment A.

3. **Compensation:** CITY shall pay CONTRACTOR total compensation in the amount of \$20,000.00 for the completion of the scope of work in Section 2 and Attachment A of this contract. Compensation will be paid in agreed progress payments based upon actual work performed.

4. **Term of Agreement:** CONTRACTOR shall begin the scope of work included in Section 2 and Attachment A of this amendment at such time as mutually agreed by the CITY, but no later than July 1, 2024, and shall diligently complete this scope of work no later than November 21, 2024.

5. **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.

6. **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 \$500,000.00 general liability insurance.
- c. All statutorily required workers compensation coverage.
- d. A minimum of \$500,000.00 in automobile liability insurance.

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Contract to make it binding upon the parties hereto effective this 14th day of March, 2024.

CITY OF INDEPENDENCE

03/14/2024
Date

By: _____
TIM EMERT, Mayor

ATTEST: _____
DAVID W. SCHWENKER, City Clerk

CONFLUENCE, INC.

Date

By: _____
CHRISTOPHER SHIRES, Principal-in-Charge

Scope of Work

- **Start Date: July 1, 2024**

Task 1: Preliminary Draft Code Update (2 months)

- 1.1 **Planning Commission Meeting:** Discussion with Planning Commission for guidance on future zoning code updates in addition to aligning with Community Development/Comprehensive Plan.
- 1.2 **Staff Review:** Based upon the analysis and input received during the comprehensive plan process and preliminary meeting with the Planning Commission, the consultant team will complete a preliminary draft of the code update (80% complete draft) and meet virtually with City staff to review the preliminary draft. (2 to 3 virtual meetings)

Task 2: Draft Review + Input (1 month)

- 2.1 **Community forum:** The Consultant will conduct a community forum to review the components of the proposed code updates, respond to questions, and collect public input and comments. Following the workshop, the Consultant will review the community input with City Staff and make updates as warranted.
- 2.2 **Planning Commission Workshop:** The Consultant team will present the proposed code update at a workshop of the Planning Commission and collect any input and comments. It is anticipated that the City Commission will be invited to attend this workshop. Following the workshop, the Consultant will review the input with City Staff and make updates as warranted and prepare a final draft code update.

Task 3: Final Draft Review and Approval (1 Month)

- 3.1 **Planning Commission Hearing:** The Consultant will attend and present the code update at a public hearing of the Planning Commission and make changes as may be requested by the Commission.
- 3.2 **City Commission Meeting:** The Consultant will attend and present the code updates at a public meeting of the City Commission and make any final changes as may be requested by Commission.
- 3.3 **City Commission Meeting:** Any final changes requested by the City Commission will be presented for final adoption by ordinance.

- **Deadline: November 21, 2024**



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 14, 2024**

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider awarding a bid from TLC Groundskeeping, Inc. for the grassing package for the Central Park Sports Complex project.

SUMMARY RECOMMENDATION Award the contract to TLC Groundskeeping, Inc.

BACKGROUND On February 13, 2024, the City received bids for the Grassing Package for the Central Park Sports Complex. This package was prepared for various types of sod, sprigging or plugging, or seeding of areas within the complex, as well as fine grading, fertilizing, and grow-in requirements of the areas below:

- 4-Plex Ball Fields
- Soccer Pitch
- Multi-Use Field
- Sinclair West Ball Field
- Sinclair East Ball Field
- General Park Areas

Two bids were received with the low base bid of \$596,170.10 bid from TLC Groundskeeping, LLC. The team then negotiated with TLC for value engineering revisions to reach a total base bid of \$374,702.14.

The final scope reached with VE reductions is summarized below:

- **4-Plex Ball Fields** - Bermuda sodding & grow-in and maintenance until May 31, 2024
- **Soccer Pitch** - Bermuda plugging & grow-in and maintenance until July 31, 2024
- **Multi-Use Field** - Bermuda plugging & grow-in and maintenance until July 31, 2024
- **Sinclair West Ball Field** - Bermuda plugging & grow-in and maintenance until July 31, 2024
- **Sinclair East Ball Field** - cool season seeding, hydro-mulching, & grow-in and maintenance until July 31, 2024
- **General Park Areas** - cool season seeding, hydro-mulching, & grow-in and maintenance until July 31, 2024
- **2 Water-Reels**

This represents grassing, grow-in, and maintenance services for approximately 23 acres.

FINANCIAL INFORMATION Total cost for this contract is \$374,702.14. It should be noted, that there are reduction change orders in the contract with grassland in the amount of

\$45,000 for temporary seeding that will be applied to this package, making the net impact \$329,702.14.

This contract is a part of the Central Park Sports Complex project which is funded by a combination of Land and Water Conservation Fund grant dollars, bonds, and private donations.

SUGGESTED MOTION I move to approve a contract with TLC Groundskeeping, LLC for the grassing package at the Central Park Sports Complex and for city staff to execute the contract after attorney review.

SUPPORTING DOCUMENTS

1. Central Park - BID FORM - GRASSING - BID TABULATION - 2.14.24 - Bid Analysis 2.19.24
2. Central Park - Bid Form - Grassing - Bid Tabulation - 2.14.24 - with VE Revisions

CENTRAL PARK SPORTS COMPLEX - GRASSING PACKAGE
BID TABULATION

Bid Opening - 2.13.24 - 2 p.m. - Independence KS City Hall				COMPANY / BIDDER NAME					
				TLC Groundskeeping, Inc.		Pollock Landscaping, LLC		Landscape Architect's Est.	
	Items	Qty	Units	Unit Price	Sub-Totals	Unit Price	Sub-Totals	Unit Price	Sub-Totals
BASE BID ITEMS									
	Note: All items below to include Fine Grading and Fertilizing of the designated area								
1	4-Plex Ball Fields - Bermuda Sodding and Grow-In	8,284	SY	\$ 11.88	\$ 98,389.07	\$24.23	\$ 200,721.32	\$ 10.00	\$ 82,840.00
2	Soccer Pitch - Bermuda Sprigging and Grow-In	2.30	AC	\$ 35,513.94	\$ 81,682.06	\$44,225.00	\$ 101,717.50	\$ 24,000.00	\$ 55,200.00
3	Multi-Use Field - Bermuda Sprigging and Grow-In	0.93	AC	\$ 35,513.94	\$ 33,027.96	\$44,225.00	\$ 41,129.25	\$ 24,000.00	\$ 22,320.00
4	Sinclair Field (West) - Bermuda Sprigging and Grow-In	2.01	AC	\$ 35,513.94	\$ 71,383.02	\$44,225.00	\$ 88,892.25	\$ 24,000.00	\$ 48,240.00
5	Sinclair Field (East) - Bermuda Sprigging and Grow-In	2.01	AC	\$ 35,513.94	\$ 71,383.02	\$44,225.00	\$ 88,892.25	\$ 24,000.00	\$ 48,240.00
6	General Park Areas - Cool-season Seeding, Hydro-mulching, and Grow-in	13.10	AC	\$ 16,220.99	\$ 212,494.97	\$15,660.00	\$ 205,146.00	\$ 4,000.00	\$ 52,400.00
7	Water-Reels (Kifco Model B140 Water-Reel, or pre-approved equivalent)	2	EA	\$ 13,905.00	\$ 27,810.00	\$10,000.00	\$ 20,000.00	\$ 14,000.00	\$ 28,000.00
TOTAL BASE BID				\$ 596,170.10		\$ 746,498.57		\$ 337,240.00	
ALTERNATE ITEMS		Qty	Units	Unit Price	Sub-Totals	Unit Price	Sub-Totals	Unit Price	Sub-Totals
A-1	Bermuda Sodding and Grow-In (possible addition to base bid sod)	1	SY	\$ 13.50	\$ 13.50	\$ 24.23	\$ 24.23	\$ 10.00	\$ 10.00
	Note: Minimum addition will be 100 SY								
A-2	Bermuda Sprigging and Grow-In (possible addition to base bid sprigging)	1	Bushel	\$ 40.00	\$ 40.00	\$ 26.09	\$ 26.09	\$ 100.00	\$ 100.00
	Note: Minimum addition will be 100 Bushels								
A-3	Bermuda Seeding and Grow-In (possible replacement of base bid sprigging)	1	AC	\$ 26,789.25	\$ 26,789.25	\$ 15,660.00	\$ 15,660.00	\$ 10,000.00	\$ 10,000.00
	Note: Include full cost of work, not accounting for omission of sprigging								
	Note: Minimum bermuda seeded area will be 1 AC								
A-4	Contractor-Supplied TopSoil (Min. 50 CY, if selected)	1	CY	\$ 23.33	\$ 23.33	\$ 450.00	\$ 450.00	\$ 70.00	\$ 70.00
OPTIONAL ITEMS - Bidders are not required to provide the items below		Qty	Units	Unit Price	Sub-Totals	Unit Price	Sub-Totals	Unit Price	Sub-Totals
O-1	Bermuda Plugging and Grow-In (possible replacement of base bid sprigging)	1	AC	\$ 33,329.94	\$ 33,329.94		No bid	\$ 35,000.00	\$ 35,000.00
	Note: Include full cost of work, not accounting for omission of sprigging								
	Note: bidders shall be prepared to promptly supply information on the proposed plugging operations in terms of plug size, spacing, equipment, etc., if requested by the City.								
	NOTES			Item #6 - subtotal did not match unit price x units; (\$228,716.00 entered on bid form)					
				Total Base Bid - revised per Item #6; \$612,391.14 entered on Bid Form					

BID ANALYSIS - 2.19.24

REPLACE BERMUDA SPRIGGING w/ BERMUDA SEEDING (PER ALTERNATE A-3)				TLC Groundskeeping, Inc.		Pollock Landscaping, LLC			
	Items	Qty	Units	Unit Price	Sub-Totals	Unit Price	Sub-Totals		
BASE BID ITEMS									
	Note: All items below to include Fine Grading and Fertilizing of the designated area								
1	4-Plex Ball Fields - Bermuda Sodding and Grow-In	8,284	SY	\$ 11.88	\$ 98,389.07	\$24.23	\$ 200,721.32		
2	Soccer Pitch - Bermuda Sprigging and Grow-In	2.30	AC	\$ 26,789.25	\$ 61,615.28	\$ 15,660.00	\$ 36,018.00	Bermuda Seeding	
3	Multi-Use Field - Bermuda Sprigging and Grow-In	0.93	AC	\$ 26,789.25	\$ 24,914.00	\$ 15,660.00	\$ 14,563.80	Bermuda Seeding	
4	Sinclair Field (West) - Bermuda Sprigging and Grow-In	2.01	AC	\$ 26,789.25	\$ 53,846.39	\$ 15,660.00	\$ 31,476.60	Bermuda Seeding	
5	Sinclair Field (East) - Bermuda Sprigging and Grow-In	2.01	AC	\$ 26,789.25	\$ 53,846.39	\$ 15,660.00	\$ 31,476.60	Bermuda Seeding	
6	General Park Areas - Cool-season Seeding, Hydro-mulching, and Grow-in	13.10	AC	\$ 16,220.99	\$ 212,494.97	\$15,660.00	\$ 205,146.00		
7	Water-Reels (Kifco Model B140 Water-Reel, or pre-approved equivalent)	2	EA	\$ 13,905.00	\$ 27,810.00	\$10,000.00	\$ 20,000.00		
TOTAL BASE BID				\$ 532,916.10		\$ 539,402.32		\$ -	

BERMUDA PLUGGING AND POSSIBLE VE REVISIONS				TLC Groundskeeping, Inc.		Pollock Landscaping, LLC			
	Items	Qty	Units	Unit Price	Sub-Totals	Unit Price	Sub-Totals		
BASE BID ITEMS									
	Note: All items below to include Fine Grading and Fertilizing of the designated area								
1	4-Plex Ball Fields - Bermuda Sodding and Grow-In	8,284	SY	\$ 11.88	\$ 98,389.07	\$24.23	\$ 200,721.32		
2	Soccer Pitch - Bermuda Sprigging and Grow-In	2.30	AC	\$ 33,329.94	\$ 76,658.86	\$44,225.00	\$ 101,717.50	Bermuda Plugging (per Item O-1)	
3	Multi-Use Field - Bermuda Sprigging and Grow-In	0.93	AC	\$ 33,329.94	\$ 30,996.84	\$44,225.00	\$ 41,129.25	Bermuda Plugging (per Item O-1)	
4	Sinclair Field (West) - Bermuda Sprigging and Grow-In	2.01	AC	\$ 33,329.94	\$ 66,993.18	\$44,225.00	\$ 88,892.25	Bermuda Plugging (per Item O-1)	
5	Sinclair Field (East) - Bermuda Sprigging and Grow-In	2.01	AC	\$ 16,220.99	\$ 32,604.19	\$ 15,660.00	\$ 31,476.60	Change to cool-season seeding	
6	General Park Areas - Cool-season Seeding, Hydro-mulching, and Grow-in	13.10	AC	\$ 16,220.99	\$ 212,494.97	\$15,660.00	\$ 205,146.00		
7	Water-Reels (Kifco Model B140 Water-Reel, or pre-approved equivalent)	2	EA	\$ 13,905.00	\$ 27,810.00	\$10,000.00	\$ 20,000.00		
TOTAL BASE BID				\$ 545,947.11		\$ 689,082.92		\$ -	

Other VE Options to explore:
- Limit grow-in/maintenance requirements, timeframe

CENTRAL PARK SPORTS COMPLEX - GRASSING PACKAGE
BID TABULATION with VE Revisions

2.28.24

2.28.24													
				TLC Groundskeeping, Inc.					VE Revision Costs				
	Items			Qty	Units	Unit Price	Sub-Totals	VE REVISION DESCRIPTIONS		Qty	Units	Unit Price	Sub-Totals
BASE BID ITEMS													
	Note: All items below to include Fine Grading and Fertilizing of the designated area							NOTE: All grow-in and maintenance time requirements are revised, per email dated 2.21.24					
1	4-Plex Ball Fields - Bermuda Sodding and Grow-In			8,284	SY	\$ 11.88	\$ 98,389.07			8,284	SY	\$ 10.07	\$ 83,419.88
2	Soccer Pitch - Bermuda Sprigging and Grow-In			2.30	AC	\$ 35,513.94	\$ 81,682.06	Bermuda Plugging and Grow-In		2.30	AC	\$ 31,167.78	\$ 71,685.89
3	Multi-Use Field - Bermuda Sprigging and Grow-In			0.93	AC	\$ 35,513.94	\$ 33,027.96	Bermuda Plugging and Grow-In		0.93	AC	\$ 31,167.78	\$ 28,986.04
4	Sinclair Field (West) - Bermuda Sprigging and Grow-In			2.01	AC	\$ 35,513.94	\$ 71,383.02	Bermuda Plugging and Grow-In		2.01	AC	\$ 31,167.78	\$ 62,647.24
5	Sinclair Field (East) - Bermuda Sprigging and Grow-In			2.01	AC	\$ 35,513.94	\$ 71,383.02	Changed to Cool-season seeding		2.01	AC	\$7,684.86	\$ 15,446.57
6	General Park Areas - Cool-season Seeding, Hydro-mulching, and Grow-in			13.10	AC	\$ 16,220.99	\$ 212,494.97	Qty. increased by 1 AC		14.10	AC	\$7,684.86	\$ 108,356.53
7	Water-Reels (Kifco Model B140 Water-Reel, or pre-approved equivalent)			2	EA	\$ 13,905.00	\$ 27,810.00			2	EA	\$13,905.00	\$ 27,810.00
TOTAL BASE BID						\$ 596,170.10		TOTAL BASE BID - per TLC Email - 2.22.24			\$ 398,352.14		
								ADDITIONAL VE ITEMS - PER TLC 2.26.24 EMAIL		Qty	Units	Unit Price	Sub-Totals
								Reduce average watering days to 5 per week		5.5	AC	\$ (1,000.00)	\$ (5,500.00)
								Reduce plugging to 2,750 SF/AC		5.5	AC	\$ (3,300.00)	\$ (18,150.00)
								TOTAL BASE BID - per TLC Email - 2.26.24			\$ 374,702.14		
								NEW VE CONTINGENCY ITEMS		Qty	Units	Unit Price	Sub-Totals
								Additional hydro-seeding, if required due to unforeseen circumstances		1	AC	\$ 5,200.00	
								Repair work/re-plugging, if required due to unforeseen circumstances		1	AC	\$ 17,900.00	
ALTERNATE ITEMS				Qty	Units	Unit Price	Sub-Totals			Qty	Units	Unit Price	Sub-Totals
A-1	Bermuda Sodding and Grow-In (possible addition to base bid sod)			1	SY	\$ 13.50	\$ 13.50			1	SY		
	Note: Minimum addition will be 100 SY												
A-2	Bermuda Sprigging and Grow-In (possible addition to base bid sprigging)			1	Bushel	\$ 40.00	\$ 40.00			1	Bushel		
	Note: Minimum addition will be 100 Bushels												
A-3	Bermuda Seeding and Grow-In (possible replacement of base bid sprigging)			1	AC	\$ 26,789.25	\$ 26,789.25			1	AC		
	Note: Include full cost of work, not accounting for omission of sprigging												
	Note: Minimum bermuda seeded area will be 1 AC												
A-4	Contractor-Supplied TopSoil (Min. 50 CY, if selected)			1	CY	\$ 23.33	\$ 23.33			1	CY		
OPTIONAL ITEMS - Bidders are not required to provide the items below				Qty	Units	Unit Price	Sub-Totals			Qty	Units	Unit Price	Sub-Totals
O-1	Bermuda Plugging and Grow-In (possible replacement of base bid sprigging)			1	AC	\$ 33,329.94	\$ 33,329.94			1	AC		
	Note: Include full cost of work, not accounting for omission of sprigging Note: bidders shall be prepared to promptly supply information on the proposed plugging operations in terms of plug size, spacing, equipment, etc., if requested by the City.												
	NOTES					Item #6 - subtotal did not match unit price x units; (\$228,716.00 entered on bid form)							
						Total Base Bid - revised per Item #6; \$612,391.14 entered on Bid Form							



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 14, 2024**

Department Finance

Director Approval Lacey Lies, Kelly Passauer

AGENDA ITEM Consider a recommendation from the Economic Development Advisory Board to increase the budget and modify the requirements for the Neighborhood Exterior Grant Program.

SUMMARY RECOMMENDATION Accept the recommendation of the Economic Development Advisory Board.

BACKGROUND On January 17, 2024 the City Commission held their annual retreat to develop action plans for their 2024 goals. The biggest overall theme of the session was housing. One of the action steps was to look at modifying the Neighborhood Exterior Grant Program to assist low-income families with their 50% match through a loan (similar to what the City is already doing with the Sewer Cost Share program which consists of an agreement to repay the loan over ten years at a specified interest rate) and to prioritize primary dwellings over accessory structures.

This direction from the City Commission retreat was taken to the Economic Development Advisory Board (EDAB) February 15, 2024 and March 5, 2024 meetings. Based on their discussion, they did not recommend loans for low-income individuals, as they felt there were other organizations that could assist those individuals and they felt the program was already underfunded. They discussed garages and carports as being eligible at the same level as the main structure, as the EDAB committee felt they were an important value-added attribute of the primary dwelling. They also discussed excluding hobby or shop-type structures, and indicated they did not think those types of structures should be eligible. They voted to recommend doubling the budget for 2024 and recommended the modified language as outlined below.

- Language was clarified regarding non-apartment residential properties to make the policy consistent with what is allowed in a low-density multi-family zoning district.
- Language was added to address separate dwellings on one parcel, if they have their own 911 address and separate utilities.
- Garages, carports and Accessory Dwelling Units (ADU's) were added as eligible. However, they wanted to ensure that the A.D.U.s were occupied as active rental dwellings in compliance with City Code and not as recreation areas for a five-year compliance period.
- Additional accessory structures were excluded, such as a Playhouse; Workshop; Storage Shed; Pool House; Greenhouse; or Detached Rec Room, Den, Craft/Hobby Room, Office, or any other detached structure not specifically listed as being eligible.

A copy of the changes are highlighted on the attached program guidelines and application.

FINANCIAL INFORMATION The 2024 budget included \$50,000 for the Neighborhood Exterior Grant program. This is the same amount as last year, and all budgeted funds were allocated in 2023. The Economic Development Advisory Board recommends increasing the funds available for 2024 to \$100,000, which would be funded from the Economic Development Fund (06). This may require amending the budget in December, depending on other disbursements from this fund throughout the year.

SUGGESTED MOTION I move to adopt a Resolution modifying the Neighborhood Exterior Grant Program and increasing the budget for 2024 from \$50,000 to \$100,000, as recommended by the Economic Development Advisory Board.

SUPPORTING DOCUMENTS

1. Neighborhood Exterior Grant Program and Application with Changes Highlighted
2. Resolution 2024-009 - Modifying the Neighborhood Exterior Grant Program



Independence Neighborhood Exterior Grant Program

This program administered by the City of Independence in conjunction with the Independence Housing Authority helps homeowners living in the Neighborhood Revitalization Districts reinvest in their properties and improve neighborhoods. 2 or more neighboring homeowners must submit co-applications to participate. The City of Independence will reimburse each co-applicant a portion of the actual costs of improvements to their homes.

The program begins March 1st and runs until program funding is exhausted.

Homeowner Investment	Reimbursement (50%)
\$1,000 (minimum per co-applicant)	\$500
\$5,000	\$2,500
\$10,000+	\$5,000 (maximum per co-applicant)

Eligibility

To take part in the Neighborhood Exterior Grant Reimbursement Program a property cannot be located in a flood plain and must meet one of three requirements: 1) be located in a [Neighborhood Revitalization District](#); or 2) your property must be valued at \$100,000 or less by Montgomery County records, or 3) your property must be rated as an Average Minus or below by Montgomery County records.

To learn more about the Neighborhood Revitalization Tax Rebate and to fill out an application, please visit our website.

Eligibility - Continued

To qualify to participate in the Neighborhood Exterior Grant Program, applicants must meet the following:

- Non-apartment residential properties (multi-family A.D.U.'s, duplexes and triplexes are eligible).
- Applicant must have a partnering neighbor within **line of sight of as a co-applicant. No single property applications will be accepted.**
- The property's real estate taxes must be paid and current.
- City utility bills must be current on all properties in the applicant's name or ownership.
- You must provide proof of adequate property insurance on the property.
- The improvements must meet Independence city code and applicable building codes.
- The improvement must not be paid for using an insurance settlement or other governmental funding.
- A minimum of \$1,000 in eligible improvements is required per co-applicant.
- Previous improvements may not be considered for reimbursement.
- Minimum exterior inspection requirements must be met. If an applicant fails an item at inspection, said item must be corrected prior to application approval or must be addressed within proposed improvements (see Inspection document for details).
- **Each structure containing a dwelling qualifies for an individual application if they have their own 911 address and separate utilities.**

Eligible Improvements include:

- Façade restoration
- Exterior painting or siding
- Masonry
- Window and door repair or replacement
- Awnings
- Gutters
- Exterior lighting or electrical work
- Building additions
- Front porch repair
- Roofs
- Driveway repair or installation
- Landscaping (limited to 20% of the total project if not related to integral components of the structural integrity)
- Tree removal (limited to 20% of the total project if not related to integral components of the structural integrity)
- Garage (attached or detached)
- Carport
- Accessory Dwelling Unit (ADU) – Must be occupied as an active rental in compliance with City Code for five years after receiving the grant or funds must be repaid

Ineligible Improvements include:

- Work completed prior to grant approval
- Fences
- Decks
- Patios
- Play equipment
- Lawn care or maintenance
- Swimming pools or spas
- Playhouse
- Workshop
- Storage Shed
- Pool House
- Greenhouse
- Detached Rec Room, Den, Craft/Hobby Room, Office, or any other detached structure not specifically listed as being eligible

Note, the City reserves the right to determine if a proposed improvement meets program requirements.

How to Apply and Program Process

- The City will start accepting applications on March 1st at 8 a.m.
- Grant money will be distributed on a first come, first served basis until all funding is appropriated.
- Applications can be emailed to apriln@independenceks.gov or received at City Hall, 120 N. 6th St., Independence, KS, 67301. Attn: Neighborhood Exterior Grant Program
- Applicants will be notified within **30** business days of completed application. An application is not considered complete until both co-applicant applications are received.
- **Work may not begin until the grant approval date. Any prior work will not be considered in the project cost.**

- Projects must start within 120 days of approval. Extensions may be granted with written approval prior to the 120-day deadline.
- Projects must be completed within 120 days of the start date. Extensions may be granted with written approval prior to the 120-day deadline.
- Contractor(s) utilized to perform improvements must have a current Independence Occupational license, and if appropriate, professional license.
- All participating rentals must have a landlord license.
- Must pass a minimum exterior inspection.
- This program will only reimburse the labor costs of the labor provided by a third-party contractor.
- All receipts (labor and material) must be submitted at the same time.
- City staff will perform a post-project inspection to verify project completion and compliance.
- Limited to \$5,000 in Neighborhood Exterior Grant monies per property with the same owner, per 5 years.



Independence Neighborhood Exterior Grant Program Application

To be completed by the applicant:

Owner of Record (must be applicant): _____

Phone: _____ Email: _____

Mailing Address: _____ Property Address: _____

Property Type: ☐ Single-Family Residential ☐ Multi-Family Residential
 ☐ Owner-Occupied ☐ Rental Property

Description of Proposed Improvements:

Anticipated Project Start Date: __/__/__ Estimated Total Cost of Improvements: \$_____

Anticipated Project Completion Date: __/__/__

Co-Applicant: _____ Property Address: _____

Co-Applicant: _____ Property Address: _____

Co-Applicant: _____ Property Address: _____

Required supplemental documentation:

☐ Copy of current homeowner's insurance policy

☐ Paid Property Tax Receipt ☐ Bids/Quotes/Estimates to support estimated project cost

By signing below, I understand the project must begin after an approval letter has been received and within 120 days of the application approval date. If outside of the applicable timeframe, reimbursement may not occur. I certify that to the best of my knowledge all the information that I provide is truthful and factual. I understand that this is a City program, and all application and project information may be subject to Kansas open records laws. I understand that by participating in the Neighborhood Exterior Grant Program, I give my consent for City staff to enter my property to make inspections related to the program and that photos taken of my property can be used in City promotional materials. Monies granted through this program will be reported on IRS Form 1099-G.

Signature of applicant (owner): _____

Date: __/__/__

SSN: _____

Applications may be emailed to: apriln@independenceks.gov or sent to:
City Hall, 120 N. 6th St., Independence, KS, 67301. Attn: Neighborhood Exterior Grant Program

FOR CITY OFFICE USE BELOW

___ Located in Neighborhood Revitalization District

___ Appropriate Property Type

___ Property Valued at less \$100,000 or less per County records

___ Property is not located in the flood plain

___ Rental License Current (if applicable)

___ Eligible Co-Applicant Co-Applicant Name: _____ Address: _____

___ Improvements are Eligible for Grant

___ Estimated Improvements over \$1,000 (supporting documents substantiating cost also received)

___ Real Estate Taxes Current

___ City Bills Current

___ Copy of Homeowner's Insurance Received

___ Before Pictures Taken

___ Funding Available

___ Building Permit Required (Yes/No)

___ Building Permit Issued Permit No. _____

Initial Inspection of Property/Project: ___/___/___ See Attached Inspection Sheet

Application Approval Date: ___/___/___ Approved By: _____

Project Check – 120 Days: ___/___/___ Checked By: _____ Date: ___/___/___

Project Check – Ext. Date: ___/___/___ Checked By: _____ Date: ___/___/___

Project Completion Date: ___/___/___ Reviewed By: _____

Program Close-Out Documentation

___ After Pictures Taken

___ Improvements Meet City Code and Building Requirements

___ Payment Submitted to Accounts Payable (50% of eligible receipts, up to \$5,000)

 Date: _____ Amount: \$ _____ By: _____

 Account 25-501-8697 Property Address: _____

 Payee: _____ SSN/TIN: _____

RESOLUTION NO. 2024-009

A Resolution Modifying the Terms of the Independence Neighborhood Exterior Grant Program

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

The Independence Neighborhood Exterior Grant Program originally adopted by Resolution 2021-008, and modified by Resolution 2021-026, as modified, is attached hereto and incorporated herein by reference, and is hereby approved and adopted by the governing body.

*Adopted by the Governing Body of the City of Independence, Kansas, on the 14th day of
March 2024.*

Timothy R. Emert, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



Independence Neighborhood Exterior Grant Program

This program administered by the City of Independence in conjunction with the Independence Housing Authority helps homeowners living in the Neighborhood Revitalization Districts reinvest in their properties and improve neighborhoods. 2 or more neighboring homeowners must submit co-applications to participate. The City of Independence will reimburse each co-applicant a portion of the actual costs of improvements to their homes.

The program begins March 1st and runs until program funding is exhausted.

Homeowner Investment	Reimbursement (50%)
\$1,000 (minimum per co-applicant)	\$500
\$5,000	\$2,500
\$10,000+	\$5,000 (maximum per co-applicant)

Eligibility

To take part in the Neighborhood Exterior Grant Reimbursement Program a property cannot be located in a flood plain and must meet one of three requirements: 1) be located in a [Neighborhood Revitalization District](#); or 2) your property must be valued at \$100,000 or less by Montgomery County records, or 3) your property must be rated as an Average Minus or below by Montgomery County records.

To learn more about the Neighborhood Revitalization Tax Rebate and to fill out an application, please visit our website.

Eligibility - Continued

To qualify to participate in the Neighborhood Exterior Grant Program, applicants must meet the following:

- Non-apartment residential properties (A.D.U.'s, duplexes and triplexes are eligible).
- Applicant must have a partnering neighbor within **line of sight of as a co-applicant. No single property applications will be accepted.**
- The property's real estate taxes must be paid and current.
- City utility bills must be current on all properties in the applicant's name or ownership.
- You must provide proof of adequate property insurance on the property.
- The improvements must meet Independence city code and applicable building codes.
- The improvement must not be paid for using an insurance settlement or other governmental funding.
- A minimum of \$1,000 in eligible improvements is required per co-applicant.
- Previous improvements may not be considered for reimbursement.
- Minimum exterior inspection requirements must be met. If an applicant fails an item at inspection, said item must be corrected prior to application approval or must be addressed within proposed improvements (see Inspection document for details).
- Each structure containing a dwelling qualifies for an individual application if they have their own 911 address and separate utilities.

Eligible Improvements include:

- Façade restoration
- Exterior painting or siding
- Masonry
- Window and door repair or replacement
- Awnings
- Gutters
- Exterior lighting or electrical work
- Building additions
- Front porch repair
- Roofs
- Driveway repair or installation
- Landscaping (limited to 20% of the total project if not related to integral components of the structural integrity)
- Tree removal (limited to 20% of the total project if not related to integral components of the structural integrity)
- Garage (attached or detached)
- Carport
- Accessory Dwelling Unit (ADU) – Must be occupied as an active rental in compliance with City Code for five years after receiving the grant or funds must be repaid

Ineligible Improvements include:

- Work completed prior to grant approval
- Fences
- Decks
- Patios
- Play equipment
- Lawn care or maintenance
- Swimming pools or spas
- Playhouse
- Workshop
- Storage Shed
- Pool House
- Greenhouse
- Detached Rec Room, Den, Craft/Hobby Room, Office, or any other detached structure not specifically listed as being eligible

Note, the City reserves the right to determine if a proposed improvement meets program requirements.

How to Apply and Program Process

- The City will start accepting applications on March 1st at 8 a.m.
- Grant money will be distributed on a first come, first served basis until all funding is appropriated.
- Applications can be emailed to apriln@independenceks.gov or received at City Hall, 120 N. 6th St., Independence, KS, 67301. Attn: Neighborhood Exterior Grant Program
- Applicants will be notified within **30** business days of completed application. An application is not considered complete until both co-applicant applications are received.
- **Work may not begin until the grant approval date. Any prior work will not be considered in the project cost.**

- Projects must start within 120 days of approval. Extensions may be granted with written approval prior to the 120-day deadline.
- Projects must be completed within 120 days of the start date. Extensions may be granted with written approval prior to the 120-day deadline.
- Contractor(s) utilized to perform improvements must have a current Independence Occupational license, and if appropriate, professional license.
- All participating rentals must have a landlord license.
- Must pass a minimum exterior inspection.
- This program will only reimburse the labor costs of the labor provided by a third-party contractor.
- All receipts (labor and material) must be submitted at the same time.
- City staff will perform a post-project inspection to verify project completion and compliance.
- Limited to \$5,000 in Neighborhood Exterior Grant monies per property with the same owner, per 5 years.



Independence Neighborhood Exterior Grant Program Application

To be completed by the applicant:

Owner of Record (must be applicant): _____

Phone: _____ Email: _____

Mailing Address: _____ Property Address: _____

Property Type: ☐ Single-Family Residential ☐ Multi-Family Residential
 ☐ Owner-Occupied ☐ Rental Property

Description of Proposed Improvements:

Anticipated Project Start Date: __/__/__ Estimated Total Cost of Improvements: \$_____

Anticipated Project Completion Date: __/__/__

Co-Applicant: _____ Property Address: _____

Co-Applicant: _____ Property Address: _____

Co-Applicant: _____ Property Address: _____

Required supplemental documentation:

☐ Copy of current homeowner's insurance policy

☐ Paid Property Tax Receipt ☐ Bids/Quotes/Estimates to support estimated project cost

By signing below, I understand the project must begin after an approval letter has been received and within 120 days of the application approval date. If outside of the applicable timeframe, reimbursement may not occur. I certify that to the best of my knowledge all the information that I provide is truthful and factual. I understand that this is a City program, and all application and project information may be subject to Kansas open records laws. I understand that by participating in the Neighborhood Exterior Grant Program, I give my consent for City staff to enter my property to make inspections related to the program and that photos taken of my property can be used in City promotional materials. Monies granted through this program will be reported on IRS Form 1099-G.

Signature of applicant (owner): _____ Date: __/__/__

SSN: _____

Applications may be emailed to: apriln@independenceks.gov or sent to:
City Hall, 120 N. 6th St., Independence, KS, 67301. Attn: Neighborhood Exterior Grant Program

FOR CITY OFFICE USE BELOW

___ Located in Neighborhood Revitalization District

___ Appropriate Property Type

___ Property Valued at less \$100,000 or less per County records

___ Property is not located in the flood plain

___ Rental License Current (if applicable)

___ Eligible Co-Applicant Co-Applicant Name: _____ Address: _____

___ Improvements are Eligible for Grant

___ Estimated Improvements over \$1,000 (supporting documents substantiating cost also received)

___ Real Estate Taxes Current

___ City Bills Current

___ Copy of Homeowner's Insurance Received

___ Before Pictures Taken

___ Funding Available

___ Building Permit Required (Yes/No)

___ Building Permit Issued Permit No. _____

Initial Inspection of Property/Project: ___/___/___ See Attached Inspection Sheet

Application Approval Date: ___/___/___ Approved By: _____

Project Check – 120 Days: ___/___/___ Checked By: _____ Date: ___/___/___

Project Check – Ext. Date: ___/___/___ Checked By: _____ Date: ___/___/___

Project Completion Date: ___/___/___ Reviewed By: _____

Program Close-Out Documentation

___ After Pictures Taken

___ Improvements Meet City Code and Building Requirements

___ Payment Submitted to Accounts Payable (50% of eligible receipts, up to \$5,000)

 Date: _____ Amount: \$ _____ By: _____

 Account 25-501-8697 Property Address: _____

 Payee: _____ SSN/TIN: _____



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 14, 2024**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider a variance request to increase the driveway width at 301 South 6th Street.

SUMMARY RECOMMENDATION City Staff recommends approval of the variance request.

BACKGROUND Bob Miller has submitted a request for a driveway width variance at 301 S. 6th Street. According to Sec. 94-140 (3), no driveway entrance in a residential district shall exceed 24 feet. Mr. Miller seeks a width of 26 feet to align with the size of his garage. Upon reviewing the request, the building department finds that approval of the request will not affect adjacent property owners' rights or create undue hardship for Mr. Miller or the tenant. Approving the variance enhances the aesthetics of Mr. Miller's property and the neighborhood. Therefore, City staff recommends approving the variance for Mr. Miller.



FINANCIAL INFORMATION The City has no financial cost associated with this request.

SUGGESTED MOTION I move to approve a variance request increasing the driveway width to 26 feet.

SUPPORTING DOCUMENTS

1. Garage at 301 South 6th
2. Sec 94-140 Construction of driveway entrances

From: [Bob Miller](#)
To: [Kelly Passauer](#); [David Cowan](#)
Subject: Garage at 301 South 6th
Date: Tuesday, March 5, 2024 9:15:40 AM

I'd like to make the driveway to the garage at 301 S. 6th the same width of the garage which is 26 feet. I understand that there is some code limiting this width to 24 feet. Will you please put this request in for the commission meeting on March 14th.

Thank you,

Bob Miller

Sec. 94-140. Construction of driveway entrances.

The construction of driveway entrances by the cutting and removal of curbs or gutters shall be authorized upon the issuance of a permit by the building inspector or other designated agent of the city upon application in accordance with the following requirements:

- (1) No driveway entrance shall be constructed which will interfere with public facilities including street lighting poles, traffic signal standards, signs, catch basins, hydrants, crosswalks, loading zones, utility poles, fire alarm supports, underground pipes or ducts or other necessary street structures.
- (2) Not more than one driveway entrance may be constructed for access to one parcel of ground less than 50 feet in width, except that one entrance shall be permitted to any lot of lesser width under separate ownership. There may be one entrance from each street of a corner lot, and more than one entrance may be constructed to gain access to commercial and industrial occupancies from a single street front.
- (3) No driveway entrance in a residential district of the city shall exceed 24 feet in width, and in a commercial district of the city, more than 30 feet in width.
- (4) No curb cutting width shall exceed the driveway entrance at the sidewalk line by more than ten feet for an entrance of 30 feet or less in width.
- (5) The sides, edges or curbs of driveway entrances shall be at right angles to the street curb except for the curb return.
- (6) No driveway entrance shall be constructed across any sidewalk unless such sidewalk be constructed or reconstructed in accordance with specifications pertaining to the construction of sidewalks to be used as driveway entrances.
- (7) No driveway entrance shall be constructed in a manner to change or interfere with the gutter flow line or sidewalk grade where such driveway entrance crosses any such gutter or sidewalk.
- (8) The sidewalk and curb shall, insofar as possible, be cut and removed at the nearest joint and upon replacement and reconstruction of a sidewalk as an entrance, the construction of the curb return and any pavement in connection with an entrance or driveway, suitable joints shall be provided in all such work where the same come into contact, all such spaces shall be filled by a bituminous fiber or compound in accordance with the specifications of the building inspector or other designated agent of the city.
- (9) The cost of construction of all driveway entrances and necessary appurtenances thereto shall be borne by the permittee.

(Ord. No. 3428, § 18-205, 9-18-81; Ord. No. 4198, § 1, 7-23-15)

Sec. 94-143. Variance from strict application.

The building inspector or other designated agent of the city is hereby authorized, subject to the approval of the board of commissioners, to grant, in writing, as a part of any permit issued by him, variances from the strict application of the provisions of this article, upon determining that the following conditions are present:

- (1) Exception or variance desired arises from peculiar physical conditions not ordinarily existing in similar districts in the city or is due to the nature of business and operations on the abutting property.
- (2) Exception or variance desired is not against the public interest, safety, convenience and general welfare.

-
- (3) The granting of the permit for the exception or variance will not adversely affect the right of adjacent property owners or tenants.
 - (4) The strict application of the provisions of this article will work unnecessary hardship on the property owner or tenant.

(Ord. No. 3428, § 18-208, 9-18-81; Ord. No. 4198, § 1, 7-23-15)



REQUEST FOR COMMISSION ACTION CITY OF INDEPENDENCE March 14, 2024

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider approval of demolition bids.

SUMMARY RECOMMENDATION City staff recommends awarding the bids to the lowest bidders, excluding 501 S. 15th and 600 S. 15th.

BACKGROUND The City advertised the demolition of ten houses and received five bids. The three individual low bids are shown below. Montgomery County held a Sheriff's sale of property, and Brett Hein contacted the building department this week. Mr. Hein has purchased property at 501 S. 15th and 600 S. 15th and is requesting that the City hold demolition of those properties and allow him to rehabilitate the structures. The County is still processing the deeds for the property, which should be sent to the new owner in April 2024. The City Staff recommendation is to hold the demolition for 90 days, reevaluate the condition of the houses, and determine if we need to proceed with demolition or continue with a timeline for repairing them. G&G had the low bid of \$5,500 for 501 S. 15th and JRB had the low bid of \$6,000 for 600 S. 15th, and both agreed to honor those bids until a review at the June 13, 2024, Commission meeting.

The recommendation is to award:

- MEGA with 601 S. 15th and 919 E. Birch for \$11,200.00
- G&G with 427 S. 15th, 201 S. 14th, 700 E. Edison, 408 S. 8th (House Only), 217 S. 2nd (House Only) and 1005 E. Birch for \$33,000.00

Demo Bids									
MEGA			G&G			JRB			
	Individual	Combined		Individual	Combined		Individual	Combined	
427 S. 15th	\$6,600.00		427 S. 15th	\$6,500.00		427 S. 15th	\$8,500.00	\$8,000.00	
501 S. 15th	\$6,600.00		501 S. 15th	\$5,500.00		501 S. 15th	\$6,500.00	\$6,000.00	
600 S. 15th	\$7,200.00		600 S. 15th	\$7,500.00		600 S. 15th	\$6,000.00	\$6,000.00	
601 S. 15th	\$6,600.00		601 S. 15th	\$8,500.00		601 S. 15th	\$7,000.00	\$7,000.00	
201 S. 14th	\$6,900.00		201 S. 14th	\$5,500.00		201 S. 14th	\$6,500.00	\$6,000.00	
700 E. Edison	\$5,900.00		700 E. Edison	\$5,500.00		700 E. Edison	\$8,500.00	\$8,000.00	
408 S. 8th	\$7,800.00		408 S. 8th	\$4,500.00		408 S. 8th	\$9,500.00	\$9,000.00	
217 S. 2nd	\$7,700.00		217 S. 2nd	\$4,500.00		217 S. 2nd	\$8,000.00	\$8,000.00	
919 E. Birch	\$4,600.00		919 E. Birch	\$5,500.00		919 E. Birch	\$7,000.00	\$7,000.00	
1005 E. Birch	\$8,100.00		1005 E. Birch	\$6,500.00		1005 E. Birch	\$8,500.00	\$8,000.00	
Total	\$68,000.00	\$66,600.00	Total	\$60,000.00		Total	\$76,000.00	\$73,000.00	
Award	\$11,200.00		Award	\$33,000.00		Award	\$0.00		
Yellow = low bid									
Green = Request to stop demolition									
Blue = Total									

FINANCIAL INFORMATION The City budgeted \$50,000.00 in 2024 for demolitions, and the account's fund balance is \$66,326.29, with \$16,326.29 carried over from 2023. The City will pay \$39,700.00 from the demolition fund, and the Housing Department will pay \$4,500.00 for the 408 S. 8th Street house. The remaining demolition fund balance will be \$26,626.29

SUGGESTED MOTION

1. I move to award the following bids:
 - a. G & G Dozer for a total of \$33,000 for the structures located at 427 S. 15th, 201 S. 14th, 700 E. Edison, 408 S. 8th (House Only), 217 S. 2nd (House Only), and 1005 E. Birch; and
 - b. MEGA for a total of \$11,200 for the structures located at 919 E. Birch and 601 S. 15th.
2. I move to table action on the demolition of 501 S. 15th and 600 S. 15th until June 13, 2024.

SUPPORTING DOCUMENTS

1. Demolition Bid Tab - 03072024
2. Letter to City Commission from Brett Hein asking to table action on 501 and 600 S 15th
3. 03142024 Demo Location Maps (Locations Shown In Yellow Were Asked To Be Tabled)
4. Addendum - Demolition Bid Packet - City of Independence - January 19, 2024 - Addendum
5. 217 S. 2nd Notice of Demolition 03082024
6. 919 E Birch - Notice of Demolition - 03082024
7. 501 S. 15th Notice of Demolition 03082024
8. 600 S. 15th - Notice of Demolition Bid 03082024
9. 427 S. 15th Notice of Demolition 03082024
10. 601 S. 15th Notice of Demolition - 03082024
11. 201 S. 14th - Notice of Demolition - 03082024
12. 700 E. Edison - Notice of Demolition - 03082024
13. G & G Dozer
14. JRB Industries Inc
15. Mega LLC

Demolition Bid Tabulation	G & G Dozer	MEGA LLC	JRB Industries	Fast Track Services LLC	SoundGround
427 S 15th	\$ 6,500.00	\$ 6,600.00	\$ 8,500.00	\$ 15,950.00	\$ 23,000.00
501 S 15th	5,500.00	6,600.00	6,500.00	15,550.00	23,000.00
600 S 15th	7,500.00	7,200.00	6,000.00	14,050.00	23,000.00
601 S 15th	8,500.00	6,600.00	7,000.00	18,750.00	23,000.00
201 S 14th	5,500.00	6,900.00	6,500.00	16,250.00	23,000.00
700 E Edison	5,500.00	5,900.00	8,500.00	16,650.00	23,000.00
408 S 8th (House Only)	4,500.00	7,800.00	9,500.00	15,470.00	23,000.00
217 S 2nd	4,500.00	7,700.00	8,000.00	11,550.00	23,000.00
919 E Birch	5,500.00	4,600.00	7,000.00	No Bid	23,000.00
1005 E Birch	6,500.00	8,100.00	8,500.00	No Bid	23,000.00
Combined Bid	\$ 60,000.00	\$ 66,000.00	\$ 73,000.00	\$ 116,220.00	\$ 230,000.00

03/13/2024

Dear Members of the Independence City Commission,

I am writing to request your attention and consideration regarding the properties purchased at the Montgomery County tax sale, specifically 501 and 600 South 15th Street. As the new owner of these properties, I am committed to restoring them to a condition that is beneficial to the community and in compliance with local ordinances.

However, upon assessment, it has come to my attention that these properties require significant repairs and maintenance to meet the standards expected by the city. I understand that there is a risk of these properties being scheduled for demolition due to their current condition. Therefore, I am reaching out to request time to undertake the necessary repairs and improvements before any such action is taken.

To address the immediate concerns, I assure you that within the next 30 days, all garbage and debris will be removed from the properties. Additionally, within 60 days, substantial improvements to the exterior will be evident. These improvements will not only enhance the aesthetic appeal of the properties but also contribute positively to the surrounding neighborhood.

I am fully aware of the importance of maintaining the integrity of our community and the significance of these properties in that context. If, despite our efforts, the required improvements are not achieved within the stipulated timeframe, I am prepared to take responsibility for the properties and ensure that they do not become a burden to the city. Therefore, if the improvements are not evident within the specified timeframe, I am willing to donate the properties back to the city's land bank at a loss.

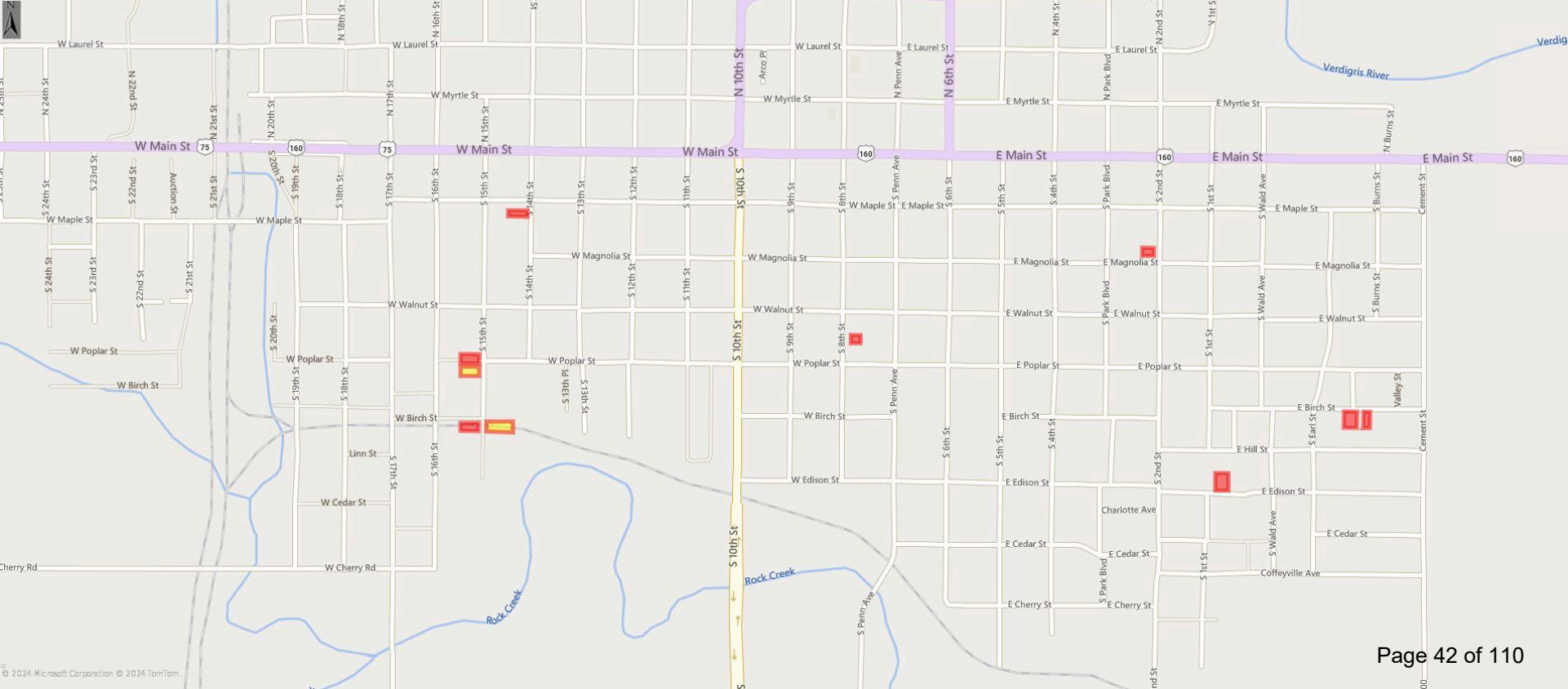
I believe that through collaboration and cooperation, we can transform these properties into assets that benefit the community as a whole. I am open to discussing this matter further and providing any additional information or documentation necessary to support my request.

Thank you for considering my request. I look forward to a favorable response and the opportunity to contribute positively to the revitalization efforts in our city.

Sincerely,

Brett Hein

(408)886-1962 bretthein@yahoo.com





ADVERTISEMENT FOR BID

The City of Independence, Kansas, is accepting bids for the demolition of structure(s) located at:

- 427 S. 15th Street
- 501 S. 15th Street
- 600 S. 15th Street
- 601 S. 15th Street
- 201 S. 14th Street
- 700 E. Edison Street
- 217 S. 2nd Street
- 408 S. 8th Street (house only)
- 919 E. Birch
- 1005 E. Birch

Bids will be received at the office of the City Clerk, 120 N. 6th Street, Independence, Kansas, 67301 until **2:00 p.m., Thursday, March 07, 2024.** At that time the bids will be publicly opened and read aloud.

Bids are to be enclosed in a sealed envelope and marked plainly on the outside "Building Demolition Bid". If mailed, the sealed envelope will be enclosed in another sealed envelope also marked plainly on the outside as previously designated.

Bids are to be submitted with a price for the demolition of each structure and for all locations combined. **Include the removal of transit siding and bagging in the bid.** The City reserves the right to accept the bid based on the lowest total bid per structure or for all structures combined.

The City of Independence reserves the right to accept or reject any or all bids or to waive any informalities should they occur as may best benefit the City.

Proof of Liability Insurance and Worker's Compensation Insurance shall be furnished with the bid. Liability insurance shall require a minimum of \$500,000.00.

Proof of asbestos certifications and training. The contractor is responsible for abiding by all Federal and State regulations regarding the abatement and disposal of asbestos material found at the demolition site.

The general liability insurance should have no exclusions relating to bodily injury or property damage resulting out of explosion, collapse, or underground hazards and no exclusions relating to demolition operations.

The City reserves the right to make any investigation deemed necessary by the City to determine the ability of the bidder to do the project. Bidders shall furnish to the City such information as requested to determine the bidder's qualifications. The City further reserves the right to reject any bid if the City deems the bidder not properly qualified to complete the project.



Bids shall be guaranteed for a period of sixty (60) days from the date and time set to receive bids.



The project shall be completed in thirty (30) days from the date of the Notice to Proceed.

David Cowan
David Cowan

1/20/2024
Date



INFORMATION FOR BIDDERS

Bids will be received by the City of Independence, Kansas at the office of the City Clerk until **2:00 p.m., Thursday, March 07, 2024**, at which time the bids will be opened publicly and read aloud. The apparent low bid will then be submitted to the Independence City Commission at a regular meeting for their formal action.

Each bid must be submitted in a sealed envelope addressed to the City Clerk, 120 N. 6th Street, Independence, Kansas, 67301, plainly marked on the outside "Building Demolition Bid". The envelope shall bear the name and address of the bidder on the outside. If forwarded by mail the sealed envelope containing the bid shall be sealed in another sealed envelope also plainly marked and addressed as above.

All bids must be submitted on the attached Bid Schedule. The Bid Schedule must be fully completed and executed with all blank spaces filled in with ink or typewritten. Only one (1) copy of the Bid Schedule is required and will be accepted.

Bids are to be submitted with a price for the demolition of each structure and for all locations combined. **Include the removal of transite siding and bagging in the bid.** The City reserves the right to accept the bid based upon the lowest total bid per structure or for all structures combined.

Bids shall be guaranteed for a period of sixty (60) days from the date and time set for receiving bids.

The City reserves the right to accept or reject any or all bids or to waive any informalities or minor defects should they occur as may best benefit the City. Any bid may be withdrawn by the bidder up to the scheduled time set for the opening of the bids or authorized postponement thereof. Any Bid received after the date and time set for the bid opening shall not be considered and shall be returned unopened to the bidder. No bidder may withdraw a Bid within thirty (30) days after the actual date and time set for the Bid opening. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual written agreement by and between the City of Independence and the bidder.

Bidders must satisfy themselves of the conditions and requirements of each location in the Bid Form by a personal examination of the site and review of the specifications including any and all addenda. After the Bids have been submitted and received by the City of Independence, the Bidder may not assert that there was a misunderstanding concerning the quantities or the scope of the work to be done.

The City of Independence shall provide to the bidders prior to the scheduled bid opening any information which, in the judgment of the City, is pertinent to and delineates and describes the project.

The Contract Documents contain the provisions and requirements for the project. Information obtained from an officer, agent, employee of the City or any other person shall not affect the risks and obligations assumed by the Contractor or relieve him from fulfilling any and all of the conditions of the contract.



The successful bidder to whom the Contract is awarded shall execute two (2) copies of the Contract Documents as provided by the City, each of which shall be considered an original document. In case of failure of the Bidder to execute the Agreement within the time period set, consider the Bidder in default and award the contract to the next lowest, most responsible bidder.

The City of Independence shall within thirty (30) days of the date of the receipt of an acceptable Agreement, execute the Agreement and return to said party a completed duplicate of the Contract Documents. Should the City of Independence not execute the Documents within such time period, the Bidder may, by written notice, withdraw his signed Agreement. Such Notice of Withdrawal shall be effective upon the date of receipt.

The Notice To Proceed shall be issued upon execution of the agreement pending the approval of the appropriate Federal and State agencies. Should there be reason why the Notice To Proceed cannot be issued other than pending Federal and State agency review, the time may be extended by mutual agreement by and between the City of Independence and the Contractor. If the Notice To Proceed has not been issued within the extended period mutually agreed upon as stated above, the Contractor may terminate the Agreement without further liability on the part of the City of Independence or the Contractor.

The Contractor shall notify the adjoining property owner(s) within forty-eight (48) hours before commencing any work on the project that will affect any residence or business establishment.

The Contractor shall notify all utility companies two working days before commencing any work on the project.

The City may make any such investigations as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by and subsequent investigation of the bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Agreement and to complete in a workmanship manner the project as specified in the Plans and Specifications.

A conditional or qualified bid shall not be accepted.

The Contract shall be awarded to the lowest and most responsible bidder and which is in the best interest of the City.

All applicable laws, ordinances, rules and regulations of all authoritative agencies having jurisdiction over any or all of the construction of the project shall apply to the Contract throughout.

Each bidder is responsible for inspecting the demolition locations, reading and being thoroughly familiar with all of the Contract Documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve the successful bidder from any obligation in respect to his bid.

The apparent low bidder shall furnish to the City the names and addresses of all subcontractors if requested to do so by the City.



BID FORM BUILDING DEMOLITION

We, the undersigned company, do hereby submit the following bid for the demolition and removal of all structures in accordance with the attached Contract Documents.

By submission of this bid, the bidder agrees that he has personally inspected all demolition sites, has personally read all Contract Documents and is aware of all requirements as contained in these Contract Documents.

Bids are to be submitted with a price for the demolition of each structure and for all locations combined. The City reserves the right to accept the bid based upon the lowest total bid per structure or for all structures combined.

The City reserves the right to accept or reject any or all bids or to waive any irregularities should they occur as may best benefit the City.

Bids shall be guaranteed for a period of sixty (60) days from the date set for receipt of bids.

The bid as received includes the value of any salvable material in the structure to be demolished.

Demolition work shall be completed within thirty (30) working days from the date of the Notice To Proceed.

Bidder agrees to do the following work:

1. Demolish all structures listed below.
2. Clear a lot of all trees, shrubs, fencing material. Unless a tree is marked with a ribbon it shall be removed from the lot.
3. Comply with all requirements for asbestos removal and disposal.
4. Haul the demolition material to a KDH&E approved landfill site and abide by all Federal and State Asbestos Regulations. (The City demolition site will not be used for this project.)
5. Sewer line shall be capped or plugged in a watertight method and **inspected** by the City.
6. All addresses shall be **seeded with grass** prior to the completion of the job.



7. BID SCHEDULE

Alternative Bids Permitted: A bidder may submit a bid on each individual property or may submit one bid for all the properties combined, or do both. When submitting a bid on all properties combined, the bidder must itemize the cost of demolition as to each property so the City can pass the cost on to the property owner as allowed by law.

	A. Individual Bids:	B. Combined Bid:
• 427 S. 15 th Street	_____	_____
• 501 S. 15 th Street	_____	_____
• 600 S. 15 th Street	_____	_____
• 601 S. 15 th Street	_____	_____
• 201 S. 14 th Street	_____	_____
• 700 E. Edison Street	_____	_____
• 408 S. 8 th Street (house only)	_____	_____
• 217 S. 2 nd Street	_____	_____
• 919 E. Birch	_____	_____
• 1005 E. Birch	_____	_____

Total: \$_____ **Total:** \$_____

If a bidder improperly withdraws a bid or refuses to honor a bid that has been awarded by the City, the bidder shall not be eligible to bid on any City projects for a period of one (1) year thereafter.

Name of Bidder (Printed)

Address

Signature

Date

Title

Contact Phone Number

Email



DEMOLITION CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2023, by and between the CITY OF INDEPENDENCE, KANSAS, hereinafter referred to as "CITY" and _____, hereinafter referred to as "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements stated hereinafter:

1. The Contractor will commence and complete demolition operations as contained herein.
2. The Contractor will furnish all the materials, supplies, tools, equipment, labor and other necessary services for the completion of the demolition Project as described herein.
3. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice To Proceed and will complete the same within thirty (30) calendar days from the date of the Notice To Proceed unless the period for completion is extended otherwise by conditions set forth in the Contract Documents.
4. The Contractor agrees to perform all the work as described in the Contract Documents and comply with the terms and conditions as set forth therein.
5. The term "Contract Documents" means and shall include the following:
 - (a) Advertisement For Bid
 - (b) Information For Bidders
 - (c) Bid (as completed by Contractor at the time of bidding)
 - (d) Contract Agreement
 - (e) General Conditions
 - (f) Special Conditions
 - (g) Notice To Proceed
 - (h) Change Orders (if any issued)
6. Upon satisfactory completion of all required work, the City shall pay the Contractor the specified contract amount on the City's next regular pay date.
7. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
8. Should the Contractor not complete the work described in the Contract Documents by the date of completion as set out in the Notice To Proceed, the City shall suspend the work, reimburse the Contractor for work completed to said date of completion and rebid or otherwise cause the work to be completed by the City or other outside contractors as may best benefit the City.



9. Haul the demolition material to a KDH&E approved landfill site and abide by all Federal and State Asbestos Regulations. Removal and bagging of transite siding and proper disposal in an approved landfill site. (The City demolition site will not be used for this project.)

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement in four (4) sets, each of which shall be deemed an original on the date first above written.

Contractor:

By

Title

Mayor

Attest:

David W. Schwenker, City Clerk

Date

(Seal)



STRUCTURE DEMOLITION SPECIFICATIONS

1. Demolition shall be the removal and disposal of the entire building, any outbuildings, concrete footers, slabs or any other associated structures at such locations as designated by the City. This shall also include all trees and any brush, vines or bushes, etc. necessary to clear lot.

NOTE: The contractor shall be responsible, at his own expense, for removing and disposing in the Montgomery County Landfill or other KDHE approved landfill site, any and all materials. (The City demolition site will not be used for this project.) This shall include but not be limited to paint cans, carpet, furniture, appliances, and other household trash as designated by the City.

2. Transite siding will be removed by hand, wetted and bagged (6 ml), and disposed of in an approved landfill in accordance with KDHE regulations. The contractor will not pulverize or otherwise crush asbestos siding and must remove by hand.
3. If required by the City prior to commencing work, the Contractor shall submit to the City a proposed method of operations for the removal and disposal of the structure(s). The schedule of coordination for shut-off, capping or discontinuation of utility services shall be submitted if so required by the City. Utilities may be left intact only by written request to the City by the owner of record prior to commencing work on the project.
4. Structures to be demolished shall be vacated and discontinued from use or inhabitation prior to commencing work. The Contractor shall cease work immediately and report the same to the City upon discovering either persons occupying the structure(s) for any reason or any other extenuating circumstances that would require action by the City or the owner before continuing demolition operations.
5. The City of Independence assumes no responsibility for the actual condition of the structures to be demolished. The Contractor shall satisfy himself through his own personal investigation of the structural conditions of the building.
6. The Contractor shall not be permitted to use any form of explosive devices or dispose of the materials by burning in the demolition of the structure(s) either at the site or any landfill.
7. The Contractor shall conduct the demolition and removal operations to ensure minimum interference with roads, streets, walks or other adjacent structures or facilities. Any damages caused by the demolition operations to adjacent structures, roads, streets, walks, personal property, etc. shall be repaired or otherwise compensated for by the Contractor at no expense to the City or additional change orders to the contract.
8. No street, sidewalk or other facilities shall be closed or otherwise obstructed for any length of time without written permission from the City prior to the Contractor commencing work. All authorities having jurisdiction over the affected facilities shall be notified by the Contractor no less than twenty-four (24) hours prior to commencing work.
9. If it is necessary to close or otherwise obstruct a street or walkway, the Contractor shall provide at his own expense an alternate route which shall be marked and guarded to ensure the safety of the



public. The plans for such alternate routes shall be approved by the City in writing prior to commencing work. Any barricades necessary for the protection of the public during the completion of the demolition operations shall be furnished and maintained by the Contractor. If said barricades are required to be in place overnight, adequate flashing warning lights shall be placed on the barricades to ensure nighttime visibility.

10. The Contractor shall provide safe passage to the public around the demolition area. Demolition operations shall be conducted to prevent damage to adjacent structures, facilities or operations and shall ensure the safety of the public from the demolition operations.
11. The City shall reserve the right to immediately suspend demolition operations upon finding a condition or situation which the City feels is unsafe for any reason. Work shall not continue until said situation or condition has been corrected in a manner acceptable to the City.
12. The Contractor shall provide at his own expense all interior and exterior shoring and bracing as needed to support, prevent movement, settlement or premature collapse of the structure to be demolished. Said support shall remain in place as long as necessary to provide safe conditions.
13. The Contractor shall promptly repair or cause repairs to be made to adjacent facilities or structures all damages caused by the demolition operations. Said costs incurred by the repairs shall be made by the Contractor at no cost to the City or owners of the adjacent property.
14. The Contractor shall furnish to the City written approval by the owners of said property that acceptable repairs or settlements have been made before final payment has been made and the Demolition Bond is returned.
15. The Contractor shall use water sprinkling, temporary enclosures or other suitable methods to ensure the lowest practical level of dust and dirt arising and scattering into the air. The Contractor shall comply with all regulations of all governmental agencies having jurisdiction over environmental protection as applies to building demolition operations.
16. White goods - air conditioners, refrigerators, freezers, stoves and ovens, microwave ovens, dishwashers, washers and dryers, water heaters, furnaces, televisions, and computers. Remove all items noted in this category and dispose of per Kansas Department of Health and Environment guidelines.
17. Household hazardous wastes - batteries, cleaning supplies, lawn & garden products, indoor pesticides, thermometers and medicines, automotive products, paints, other household chemicals shall be removed from the structure and disposed of at Montgomery County Household Hazardous Waste Department, County Barn, Independence, Kansas, on a daily basis.
18. Special waste-medical supplies, sharps, ammunition, medical waste, freezers and refrigerators that contain food. A special waste permit will be issued to the City for these items. Disposal shall be at an approved sanitary landfill.



19. Putrescible waste and household garbage - Canned goods, all food items and any other fast decomposing material that may be found in the structure to be demolished should be separated and taken to an approved sanitary landfill.
20. The Contractor shall demolish the structure completely, remove and dispose of all materials from the site. Such methods as required to safely complete the work in a workmanlike manner shall be employed within the confines of limitations of all governmental regulations concerning demolition operations.
21. Foundations and basement walls shall be demolished completely and disposed of off-site. Basement floors shall be removed or broken thoroughly to facilitate complete drainage at the Contractors discretion providing the highest point of the floor remaining shall be a minimum of two (2) feet below the lowest point of the surface of the finished grade of the site.
22. All voids and below-grade areas resulting from the demolition operations shall be filled with non-organic materials approved by the City to ensure adequate drainage of the area.
23. Such materials shall consist of but not be limited to dirt with stone or other inorganic contents no more than six (6) inches at its widest dimension and free from debris. Trash, frozen materials, roots or other organic material shall not be permitted. The stone content of any fill material shall not exceed twenty-five (25) percent.
24. Prior to placing any fill material, the Contractor shall remove and dispose of all standing water, frost, frozen material, trash or debris.
25. Fill shall be placed in horizontal layers not to exceed six (6) inches in loose depth. Each layer shall be compacted with the fill material being maintained at an optimal moisture content to ensure a density equal to ninety (90) percent of the original adjacent undisturbed earth. If tests are required by City, the compaction tests shall be performed by a competent certified inspector at the expense of the Contractor.
26. The top one (1) foot of the fill area shall be topsoil only suitable for the growth of vegetation with no stone, sand, gravel or large organic material such as roots, stumps, etc.
27. After completing the fill placement, the Contractor shall grade the surface to meet adjacent contours to ensure proper drainage to the surrounding property or other surface drainage structures. Care shall be taken to prevent excess drainage upon adjacent property beyond that amount normally draining across the property prior to demolition. The contractor shall place grass seed on finished grade.
28. The Contractor shall remove all debris, rubbish or other materials resulting from the demolition operations from the site.
29. Materials suitable for fill as specified in Paragraph 12 from the immediate site may be stored on the site at the Contractor's discretion if there is available space. No burning of any material shall be permitted on site.



30. Materials, except as noted in Paragraph 1 above, from the demolition operations shall be transported by the Contractor from the demolition site and disposed of in a KDH&E approved landfill. (The City demolition site will not be used for this project.)
31. The Contractor shall be responsible for discontinuing all utilities at the demolition site(s) at his own expense and the work required shall be completed as specified by each utility.
32. Sewer mains shall be capped or plugged with a watertight method which shall be inspected and approved by the City.
33. City water service shall be removed by the City at no expense to the Contractor. Any damage to said water service prior to the disconnection by the City shall be repaired at the expense of the Contractor.
34. Unless otherwise stated in the Contract Documents, the Contractor shall have salvage rights from the date of the Notice To Proceed to any and all materials remaining in the structures to be demolished.
35. In the event that the contract is let to multiple contractors, all contractors shall cooperate in the placing of the demolition material at the landfill site.



STRUCTURE DEMOLITION

SPECIAL CONDITIONS

LANDFILL SITE

1. All demolition materials, except as noted in Paragraph 1, Page 9 of the "Structure Demolition Specifications", shall be disposed of in a KDHE approved landfill site. **(The City demolition site will not be used for this project.)**
2. Transite siding will be removed by hand, wetted and bagged (6 ml), and disposed of in an approved landfill in accordance with KDHE regulations.
3. All labor, materials and equipment necessary for the demolition operations shall be furnished by the Contractor at no expense to the City.

HAULING

The Contractor shall ensure that all trucks used for the transportation of demolition materials shall not be overloaded to the point that debris will be lost on the haul road from the demolition site to the landfill area.

The Contractor shall check the haul route routinely during the daily demolition operation to ensure that no materials from the demolition site are on any public thoroughfare and immediately remove the same if any demolition material is found. A thorough cleaning of the haul route shall be completed at the end of the contract period and all demolition material shall be removed by the Contractor to the satisfaction of the City.

ORDINANCE NO. 4045

Section 1. Definitions

- A. "Water well" means any excavation that is drilled, cored, bored, washed, driven, jetted or otherwise constructed when the intended use of such excavation is for the location, diversion, artificial recharge or acquisition of groundwater.
- B. "Reconstructed water well" means existing water well that has been deepened or has had the casing replaced, repaired, added to or modified in any way for the purpose of obtaining groundwater.
- C. "Abandoned water well" means water well determined by the environmental officer of code enforcement officer of the City to be a well which:
 1. The use has been permanently discontinued;
 2. Pumping equipment has been permanently removed;



3. Is in such a state of disrepair that it cannot be used to supply water, or it has the potential for transmitting surface contaminants into the aquifer, or both;
4. Poses a potential health or safety hazard; or
5. Is in such a condition it cannot be placed in active or inactive status.

D. "Cistern" means a partially or entirely subterranean reservoir capable of water storage without water production capabilities.

Section 2. Compliance

All water wells or cisterns must comply with all rules and regulations adopted by the State of Kansas and the City of Independence. All existing cisterns must be equipped with a workable pump and must be constructed so as to inhibit hazards or contamination, or must be abandoned.

Section 3. Abandoned water wells

All abandoned water wells shall be plugged or caused to be plugged by the landowner in compliance with rules and regulations adopted by the State of Kansas and the City of Independence.

Section 4. Cistern abandonment

Cistern abandonment must be completed by:

- A. Removal of water;
- B. Clear debris such as piping, hardware, non-masonry or stone materials from inside and around the site;
- C. Puncture the bottom so as to eliminate water retaining capabilities;
- D. Plug openings such as underground inlet pipes with concrete;
- E. Fill the entire interior areas of the cistern with sand, gravel or other clean inert granular material allowing for settlement; and
- F. Cover with a nonremovable lid.



"Delivering Excellence"

March 08, 2024

Christmas Carol
101 E. 2nd Ave
Caney, Ks. 67333

Dear Ms. Carol:

I am writing to inform you that the City Commission will be awarding demolition bids on March 14, 2024, at 5:30 PM in the City Commission room at 120 N. 6th Street, Independence, Kansas.

The bid to remove the structure and any accessory buildings at 217 S. 2nd St. was **\$4,500.00**

The City of Independence will invoice the property owner for the cost of clearing the lot. Please contact the City Clerk Office at 620.332.2500 ext 702 regarding the demolition cost.

Thank You,

David Cowan

STRATEGIC VISION: *Customer Service Excellence – Continuous Improvement – Teamwork*
P +1.620.332.2528 | **M** +1.620.330.0056 | **F** + 1.620.331.1628 | davidc@independenceks.gov
City of Independence | 120 N. 6th Street | Independence, Kansas 67301



March 08, 2024

Hugo Jimenz
528 Charlotte
Independence, Ks. 67301

Dear Hugo:

I am writing to inform you that the City Commission will be awarding demolition bids on March 14, 2024, at 5:30 PM in the City Commission room at 120 N. 6th Street, Independence, Kansas.

The bid to remove the structure and any accessory buildings at 919 E. Birch was **\$5,500.00**

The City of Independence will invoice the property owner for the cost of clearing the lot. Please contact the City Clerk Office at 620.332.2500 ext 702 regarding the demolition cost.

Thank You,

David Cowan



"Delivering Excellence"

March 08, 2024

Kaylene Ferguson
501 S. 15th
Independence, Ks. 67301

Dear Ms. Ferguson,

I am writing to inform you that the City Commission will be awarding demolition bids on March 14, 2024, at 5:30 PM in the City Commission room at 120 N. 6th Street, Independence, Kansas.

The bid to remove the structure and any accessory buildings at 501 S. 15th Street was **\$5,500.00**.

The City of Independence will invoice the property owner for the cost of clearing the lot. Please contact the City Clerk Office at 620.332.2500 ext 702 regarding the demolition cost.

Thank You,

David Cowan

STRATEGIC VISION: *Customer Service Excellence – Continuous Improvement – Teamwork*
P +1.620.332.2528 | **M** +1.620.330.0056 | **F** + 1.620.331.1628 | davidc@independenceks.gov
City of Independence | 120 N. 6th Street | Independence, Kansas 67301



March 08, 2024

Philomena Fromong
3791 CR 3855
Independence, Ks. 67301

Dear Ms. Fromong,

I am writing to inform you that the City Commission will be awarding demolition bids on March 14, 2024, at 5:30 PM in the City Commission room at 120 N. 6th Street, Independence, Kansas.

The bid to remove the structure and any accessory buildings at 600 S. 15th Street was **\$7,500.00**.

The City of Independence will invoice the property owner for the cost of clearing the lot. Please contact the City Clerk Office at 620.332.2500 ext 702 regarding the demolition cost.

Thank You,

David Cowan

STRATEGIC VISION: *Customer Service Excellence – Continuous Improvement – Teamwork*
P +1.620.332.2528 | **M** +1.620.330.0056 | **F** + 1.620.331.1628 | davidc@independenceks.gov
City of Independence | 120 N. 6th Street | Independence, Kansas 67301



"Delivering Excellence"

March 08, 2024

Patricia Padua-Panfilo
308 Willow St.
Coffeyville, Ks. 67337

Dear Ms. Padua-Panfilo,

I am writing to inform you that the City Commission will be awarding demolition bids on March 14, 2024, at 5:30 PM in the City Commission room at 120 N. 6th Street, Independence, Kansas.

The bid to remove the structure and any accessory buildings at 427 S. 15th Street was **\$6,500.00**.

The City of Independence will invoice the property owner for the cost of clearing the lot. Please contact the City Clerk Office at 620.332.2500 ext 702 regarding the demolition cost.

Thank You,

David Cowan



March 08, 2024

Harry & Tilley Allen
716 S. Ozark St.
Girard, Ks. 66743

Dear Ms. Tilley

I am writing to inform you that the City Commission will be awarding demolition bids on March 14, 2024, at 5:30 PM in the City Commission room at 120 N. 6th Street, Independence, Kansas.

The bid to remove the structure and any accessory buildings at 601 S. 15th Street was **\$8,500.00.**

The City of Independence will invoice the property owner for the cost of clearing the lot. Please contact the City Clerk Office at 620.332.2500 ext 702 regarding the demolition cost.

Thank You,

David Cowan



"Delivering Excellence"

March 08, 2024

Devin Windsor
103 Alichanoska Ln
Loudon TN 37774

Dear Devin:

I am writing to inform you that the City Commission will be awarding demolition bids on March 14, 2024, at 5:30 PM in the City Commission room at 120 N. 6th Street, Independence, Kansas.

The bid to remove the structure and any accessory buildings at 201 S. 14th Street was **\$5,500.00**

The City of Independence will invoice the property owner for the cost of clearing the lot. Please contact the City Clerk Office at 620.332.2500 ext 702 regarding the demolition cost.

Thank You,

David Cowan

STRATEGIC VISION: *Customer Service Excellence – Continuous Improvement – Teamwork*
P +1.620.332.2528 | **M** +1.620.330.0056 | **F** + 1.620.331.1628 | davidc@independenceks.gov
City of Independence | 120 N. 6th Street | Independence, Kansas 67301



March 08, 2024

Marinda & Caleb Forrester
718 E. Edison St.
Independence, Ks. 67301

Dear Caleb & Marinda:

I am writing to inform you that the City Commission will be awarding demolition bids on March 14, 2024, at 5:30 PM in the City Commission room at 120 N. 6th Street, Independence, Kansas.

The bid to remove the structure and any accessory buildings at 700 E. Edison St. was **\$5,500.00**

The City of Independence will invoice the property owner for the cost of clearing the lot. Please contact the City Clerk Office at 620.332.2500 ext 702 regarding the demolition cost.

Thank You,

David Cowan

7. BID SCHEDULE

Alternative Bids Permitted: A bidder may submit a bid on each individual property or may submit one bid for all the properties combined, or do both. When submitting a bid on all properties combined, the bidder must itemize the cost of demolition as to each property so the City can pass the cost on to the property owner as allowed by law.

	A. Individual Bids:	B. Combined Bid:
• 427 S. 15 th Street	6,500 ⁰⁰	_____
• 501 S. 15 th Street	5,500 ⁰⁰	_____
• 600 S. 15 th Street	7,500 ⁰⁰	_____
• 601 S. 15 th Street	8,500 ⁰⁰	_____
• 201 S. 14 th Street	5,500 ⁰⁰	_____
• 700 E. Edison Street	5,500 ⁰⁰	_____
• 408 S. 8 th Street (house only)	4,500 ⁰⁰	_____
• 217 S. 2 nd Street	4,500 ⁰⁰	_____
• 919 E. Birch	5,500 ⁰⁰	_____
• 1005 E. Birch	6,500 ⁰⁰	_____
Total:	\$ 60,000⁰⁰	Total: \$ _____

If a bidder improperly withdraws a bid or refuses to honor a bid that has been awarded by the City, the bidder shall not be eligible to bid on any City projects for a period of one (1) year thereafter.

G*G Dozer / Gary Gorby
Name of Bidder (Printed)

1875 Highway 75 North
Address

Gary Gorby
Signature

March, 07, 2024
Date

Owner
Title

620-515-5240 - Gary
620-879-5243 Office
Contact Phone Number

ggdozer@hotmail.com
Email



G&GDOZER01

MSAMORA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2024

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 NDB - Coffeyville 812 W. 11th Street P.O. Box 494 Coffeyville, KS 67337		CONTACT NAME: Maura Samora PHONE (A/C, No, Ext): (620) 331-3700 E-MAIL ADDRESS: maura@ndb-insurance.com FAX (A/C, No):	
INSURED G & G Dozer Company LLC Gary Gorby PO Box 6 1875 HWY 75 North Caney, KS 67333		INSURER(S) AFFORDING COVERAGE INSURER A: Mid Continent Casualty Company INSURER B: Carolina Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23418 10510	

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 ☒ PROJECT ☐ LOC OTHER:			06-GL-001102784	8/10/2023	8/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			06-CA-002855432	8/10/2023	8/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			04-XS-000230612	8/10/2023	8/10/2024	EACH OCCURRENCE \$ 5,000,000 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	BNET215021441	8/10/2023	8/10/2024	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

City of Independence
120 N. 6th St.
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



DEMOLITION CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2023, by and between the CITY OF INDEPENDENCE, KANSAS, hereinafter referred to as "CITY" and _____, hereinafter referred to as "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements stated hereinafter:

1. The Contractor will commence and complete demolition operations as contained herein.
2. The Contractor will furnish all the materials, supplies, tools, equipment, labor and other necessary services for the completion of the demolition Project as described herein.
3. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice To Proceed and will complete the same within thirty (30) calendar days from the date of the Notice To Proceed unless the period for completion is extended otherwise by conditions set forth in the Contract Documents.
4. The Contractor agrees to perform all the work as described in the Contract Documents and comply with the terms and conditions as set forth therein.
5. The term "Contract Documents" means and shall include the following:
 - (a) Advertisement For Bid
 - (b) Information For Bidders
 - (c) Bid (as completed by Contractor at the time of bidding)
 - (d) Contract Agreement
 - (e) General Conditions
 - (f) Special Conditions
 - (g) Notice To Proceed
 - (h) Change Orders (if any issued)
6. Upon satisfactory completion of all required work, the City shall pay the Contractor the specified contract amount on the City's next regular pay date.
7. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
8. Should the Contractor not complete the work described in the Contract Documents by the date of completion as set out in the Notice To Proceed, the City shall suspend the work, reimburse the Contractor for work completed to said date of completion and rebid or otherwise cause the work to be completed by the City or other outside contractors as may best benefit the City.



9. Haul the demolition material to a KDH&E approved landfill site and abide by all Federal and State Asbestos Regulations. Removal and bagging of transite siding and proper disposal in an approved landfill site. (The City demolition site will not be used for this project.)

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement in four (4) sets, each of which shall be deemed an original on the date first above written.

Contractor: G+G Dozer

By Gary Gorby
Andy Gorkes

Owner
Title

Mayor

Attest:

David W. Schwenker, City Clerk

Date (Seal)

7. BID SCHEDULE

Alternative Bids Permitted: A bidder may submit a bid on each individual property or may submit one bid for all the properties combined, or do both. When submitting a bid on all properties combined, the bidder must itemize the cost of demolition as to each property so the City can pass the cost on to the property owner as allowed by law.

	A. <u>Individual Bids:</u>	B. <u>Combined Bid:</u>
• 427 S. 15 th Street	\$ 8,500.00	8,000.00
• 501 S. 15 th Street	6,500.00	6,000.00
• 600 S. 15 th Street	6,000.00	6,000.00
• 601 S. 15 th Street	7,000.00	7,000.00
• 201 S. 14 th Street	6,500.00	6,000.00
• 700 E. Edison Street	8,500.00	8,000.00
• 408 S. 8 th Street (house only)	9,500.00	9,000.00
• 217 S. 2 nd Street	8,000.00	8,000.00
• 919 E. Birch	7,000.00	7,000.00
• 1005 E. Birch	8,500.00	8,000.00
Total:	\$ 76,000.00	Total: \$ 73,000.00

If a bidder improperly withdraws a bid or refuses to honor a bid that has been awarded by the City, the bidder shall not be eligible to bid on any City projects for a period of one (1) year thereafter.

JRB Industries Inc PO Box 603, Parsons Ks.
Name of Bidder (Printed) Address
67357

James Beachner 3-7-24
Signature Date

President 620 423 1070
Title Contact Phone Number

jamesbeachner@gmail.com
Email



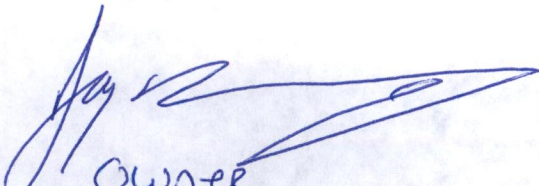
7. BID SCHEDULE

Alternative Bids Permitted: A bidder may submit a bid on each individual property or may submit one bid for all the properties combined, or do both. When submitting a bid on all properties combined, the bidder must itemize the cost of demolition as to each property so the City can pass the cost on to the property owner as allowed by law.

	A. Individual Bids:	B. Combined Bid:
• 427 S. 15 th Street	<u>6600⁰⁰</u>	<u> </u>
• 501 S. 15 th Street	<u>6600⁰⁰</u>	<u> </u>
• 600 S. 15 th Street	<u>7200⁰⁰</u>	<u> </u>
• 601 S. 15 th Street	<u>6600⁰⁰</u>	<u> </u>
• 201 S. 14 th Street	<u>6900⁰⁰</u>	<u> </u>
• 700 E. Edison Street	<u>5900⁰⁰</u>	<u> </u>
• 408 S. 8 th Street (house only)	<u>7800⁰⁰</u>	<u> </u>
• 217 S. 2 nd Street	<u>7700⁰⁰</u>	<u> </u>
• 919 E. Birch	<u>4600⁰⁰</u>	<u> </u>
• 1005 E. Birch	<u>8100⁰⁰</u>	<u> </u>

Total: \$ 68,000⁰⁰ Total: \$ 66,600⁰⁰

MEGA LLC 620-331-9209


Owner
3-7-24



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 14, 2024

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider authorizing TranSystems to prepare and submit a KDOT Cost Share Program grant application for: Sycamore, 10th to 21st.

SUMMARY RECOMMENDATION Authorize submissions.

BACKGROUND

Kansas Department of Transportation (KDOT) Cost Share applications are due on March 21, 2024.

4" mill, 2" overlay, new sidewalk ramps, addition of a 10'x5' box culvert at Sycamore.

Estimated Cost	Estimated City Match – (15%)	Non-Participating Costs	Total City Cost
\$1,086,567	\$134,485	\$190,000	\$324,485

Staff believes we should resubmit this application for state fiscal year 2025, (July 1, 2024 – June 30, 2025).

FINANCIAL INFORMATION These are budgeted funds from the street fund.

SUGGESTED MOTION I move to authorize TranSystems to prepare an application for KDOT's Cost Share Program for Sycamore from 10th Street to 21st Street and to submit the application to KDOT.

SUPPORTING DOCUMENTS

1. 2024 Spring Cost Share Estimate - Sycamore
2. Sycamore Street Cost Share Exhibit

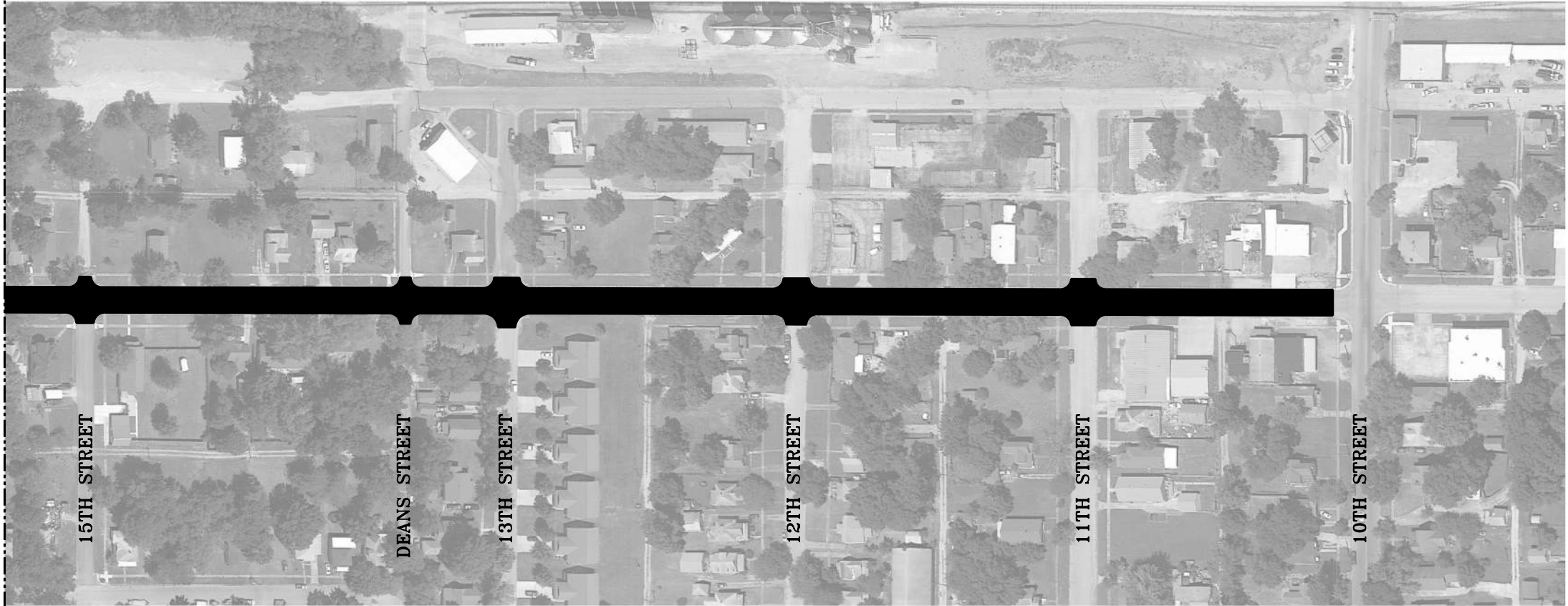
**Opinion of Probable Construction Cost
City of Independence, Kansas
Cost Plus
Sycamore Street from 10th to 21st, New Curb & Gutter, Mill & Overlay
and Ramp Replacement**

ITEM NO.	PARTICIPATING BID ITEM	UNIT	UNIT BID PRICE	QUANTITY	COST
1	Contractor Construction Staking	LSUM	\$5,000.00	1.0	\$ 5,000.00
2	Mobilization	LSUM	\$30,000.00	1.0	\$ 30,000.00
3	Clearing & Grubbing	LSUM	\$5,000.00	1.0	\$ 5,000.00
4	Milling (4 inches)	S.Y.	\$2.50	18277.0	\$ 45,692.50
5	Asphalt (2 inches)	Ton	\$125.00	2500.0	\$ 312,500.00
6	Concrete Patching, 8"	S.Y.	\$110.00	100.0	\$ 11,000.00
7	4" Concrete Sidewalk	S.Y.	\$70.00	350.0	\$ 24,500.00
8	Ramps (4")(AE)	S.Y.	\$150.00	100.0	\$ 15,000.00
9	Box Culvert under Sycamore	LSUM	\$45,000.00	1.0	\$ 45,000.00
10	Rock Excavation	C.Y.	\$70.00	650.0	\$ 45,500.00
11	4" Base Rock	S.Y.	\$10.00	450.0	\$ 4,500.00
12	Curb and Gutter (in place)	LF	\$40.00	7900.0	\$ 316,000.00
13	Traffic Control	LSUM	\$15,000.00	1.0	\$ 15,000.00
14	Permanent Striping	L.F.	\$2.50	8750.0	\$ 21,875.00

Construction \$ 896,567.50
Design \$ 85,000.00
Inspection \$ 105,000.00
Estimated Total \$ 1,086,567.50

- 4" Milling and 2" overlay
New Curb and Gutter Along Sycamore St and to the Curb Return on Side Streets
New sidewalk ramps
Add 10x5 box culvert at Sycamore (storm sewer South of Sycamore not eligible under program)

City Share	KDOT Share	
\$ 134,485.13	\$ 762,082.38	
\$ 85,000.00		
\$ 105,000.00		
\$ 324,485.13	\$ 762,082.38	\$ 1,086,567.50



RAILROAD STREET

SYCAMORE STREET

RAILROAD STREET

SYCAMORE STREET

TRANSYSTEMS

CONSULTANTS:

REVISIONS:		MARK	DATE	DESCRIPTION

PROJ NO: P112120005
SCALE: 1" = 100'
DATE: \$DATES
DESIGNED BY:
DRAWN BY:
CHECKED BY:
SHEET TITLE:
SYCAMORE ST. MILL & OVERLAY SIDEWALK & RAMP IMPROVEMENTS
SHEET NO.
C-SYCM-PL01
SHEET OF



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 14, 2024**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider authorizing application for KDOT City Connecting Link Improvement Program (CCLIP) grants for two projects: 1) FY 2026 Geometric Improvements – Main Street, 2nd Street to City Limits and 2) FY 2027 – Pavement Restoration, 10th Street, Main to Laurel.

SUMMARY RECOMMENDATION Authorize application for grants.

BACKGROUND

Kansas Department of Transportation (KDOT) City Connecting Link Improvement Program (CCLIP) applications are due in March for FY 2026 (July 1, 2025 – June 30, 2025) and FY 2027 (July 1, 2026 – June 30, 2027). If approved, the attached applications will be updated with the new fiscal year information above.

The following projects are suggested:

1. CCLIP Application, Geometric Improvements – Main Street, 2nd to City Limits – mill and overlay pavement, add and replace minor segments of sidewalk.

	Estimated Cost	Estimated City Match – (10%)	Non-Participating Costs	Total City Cost
	\$560,000	\$56,000	\$0	\$56,000

2. CCLIP Application, Pavement Restoration, 10th Street from Main to Laurel, full depth replacement of curb, gutter, pavement, and storm sewer.

Estimated Cost	Estimated City Match – (10%)	Non-Participating Costs	Total City Cost
\$1,445,000	\$144,500	\$0	\$144,500

FINANCIAL INFORMATION These are budgeted funds from the street fund and ADA fund.

SUGGESTED MOTION

1. I move to approve application for KDOT's CCLIP Program for Main Street, from 2nd to City Limits, and for execution of any necessary documents required by KDOT.
2. I move to approve application for KDOT's CCLIP Program for 10th Street from Main to Laurel, and for execution of any necessary documents required by KDOT.

SUPPORTING DOCUMENTS

1. Independence CCLIP Main Street 2nd to City Limits
2. Independence CCLIP 10th, Main to Laurel

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

CITY CONNECTING LINK IMPROVEMENT PROGRAM (CCLIP) APPLICATION

Program Category:	Geometric Improvement (GI)
Program Fiscal Year:	2025
Submittal Date:	3/1/2023

Name of City:	City of Independence
County of Project Location:	Montgomery
Population of City:	9000
State Highway of Project:	US 160

Primary Contact Name and Title:	Kelly Passauer
Contact Address:	811 West Laurel, Independence, Ks 67301
Phone:	620 332 2500
E-mail Address:	kellyp@independenceks.gov
Date of City Connecting Link (CCL) Resolution:	
Is the CCL resolution accurate?	☒ Yes, it matches our current city limits ☐ No, our city limits have changed

Project Location:
Main Street(160), from 2nd Street, then east to the City Limits
Project Scope:
Replace curb and gutter at Cement Street and on North side of Main to City Limits; replace a portion of sidewalk and add sidewalk along North side of 160 to City Limits. Mill and overlay Main Street from 2nd to the City Limits.
Project Length: 0.500 miles

RR within 1/2 mile?	RR Company Name	No. of Tracks	Existing Crossing Protection
No			

Project Cost Estimate				
	Participating	Non-Participating	Total	Comments
Preliminary Engineering (Design)	\$ 60,000.00	\$ -	\$ 60,000.00	
CE (Inspection)	\$ 70,000.00	\$ -	\$ 70,000.00	
Right of Way	\$ -	\$ -	\$ -	
Utility Adjustments	\$ -	\$ -	\$ -	
Construction Total	\$ 430,000.00	\$ -	\$ 430,000.00	
Grading	\$ 50,000.00	\$ -	\$ 50,000.00	
Surfacing (Asphalt)	\$ 300,000.00	\$ -	\$ 300,000.00	
Surfacing (Concrete)	\$ 10,000.00	\$ -	\$ 10,000.00	
Signing and Pavement Marking	\$ 10,000.00	\$ -	\$ 10,000.00	
Sidewalk	\$ 20,000.00	\$ -	\$ 20,000.00	
Curb and Gutter	\$ 20,000.00	\$ -	\$ 20,000.00	
stormsewer	\$ 20,000.00	\$ -	\$ 20,000.00	
	\$ -	\$ -	\$ -	
Total Estimated Project Cost	\$ 560,000.00	\$ -	\$ 560,000.00	

Program Maximum:	\$ 1,500,000.00
Allowable Project Maximum:	\$ 1,666,666.67 to not exceed Program Maximum
Local Share Percentage:	10% KDOT Share Percentage: 90%

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

CITY CONNECTING LINK IMPROVEMENT PROGRAM (CCLIP) APPLICATION

Program Category:	Geometric Improvement (GI)
Program Fiscal Year:	2025
Submittal Date:	3/1/2023

Local Match (10%)	\$ 56,000.00
Local Match over the Max	\$ -
Non-Participating	\$ -
Total Local Share	\$ 56,000.00
Total Requested from KDOT	\$ 504,000.00

Coordination Information:	
Describe any known KDOT or other projects that may need coordination:	
Has the proposed project been discussed or reviewed by any KDOT field staff? (Yes or No)	
If so, who?	

Attachment Checklist:

- a. Project Map
- b. Detailed cost estimate

Completed applications should be emailed to:

KDOT.LPePlans@ks.gov

To confirm receipt, if you do not receive an email response, please follow up with a call to the Bureau of Local Projects at

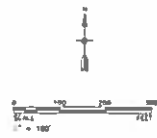
**Opinion of Probable Construction Cost
 Cost Estimate
 City of Independence
 CCLIP 2nd to City Limits**

ITEM NO.	BID ITEM	UNIT	UNIT BID PRICE	QUANTITY	COST
1	Contractor Construction Staking	LSUM	\$5,000.00	1	\$ 12,000.00
2	Mobilization	LSUM	\$40,000.00	1	\$ 40,000.00
3	Milling 2"	SY	\$4.00	11068	\$ 44,272.00
4	Rock Excavation	CY	\$40.00	115	\$ 4,600.00
5	Compaction of Earthwork (Type B)(MR-90)	CY	\$3.00	300	\$ 900.00
6	Top Soil	CY	\$10.00	30	\$ 300.00
7	HMA Surface (2")	TON	\$150.00	1350	\$ 202,500.00
8	Sidewalk (4" Uniform)(AE)	SY	\$85.00	191	\$ 16,235.00
9	Aggregate Base (AB-3)(4")	SY	\$10.00	191	\$ 1,910.00
10	Curb and Gutter	LF	\$35.00	400	\$ 14,000.00
11	Concrete Pavement (6" Uniform) (AE)	SY	\$50.00	256	\$ 12,800.00
12	Aggregate Base (AB-3)(6")	SY	\$15.00	444	\$ 6,660.00
13	Concrete Flume	SY	\$200.00	12	\$ 2,400.00
14	Aggregate Ditch Lining (6")	SY	\$200.00	13	\$ 2,600.00
15	Curb Inlet Type 22	EA	\$10,000.00	2	\$ 20,000.00
16	Remove Existing Storm Inlet	LSUM	\$2,000.00	1	\$ 2,000.00
17	Remove Existing Culvert	LSUM	\$2,000.00	1	\$ 2,000.00
18	Seeding	LSUM	\$5,000.00	1	\$ 5,000.00
13	Pavement Marking	LSUM	\$10,000.00	1	\$ 14,823.00
14	Traffic Control	LSUM	\$25,000.00	1	\$ 25,000.00

Subtotal Participating = \$ 430,000.00

Total Participating = \$ 430,000.00

Copyright 2010 by TransSystems, Inc. All rights reserved. This document is the property of TransSystems, Inc. and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of TransSystems, Inc.



-  MILL & OVERLAY
-  CONCRETE ENTRANCE
-  SIDEWALK

TRANSYSTEMS	
COMMENTS	
PROJECT NO. DATE BY CHECKED BY APPROVED BY PROJECT TITLE	
MILL & OVERLAY US 180 (E Main St) 2ND ST to CITY LIMITS	
SHEET NO.	

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

CITY CONNECTING LINK IMPROVEMENT PROGRAM (CCLIP) APPLICATION

Program Category:	Pavement Restoration (PR)
Program Fiscal Year:	2026
Submittal Date:	3/1/2023

Name of City:	City of Independence
County of Project Location:	Montgomery
Population of City:	9000
State Highway of Project:	US 160

Primary Contact Name and Title:	Kelly Passauer
Contact Address:	811 West Laurel, Independence, Ks 67301
Phone:	620 332 2500
E-mail Address:	kellyp@independenceks.gov
Date of City Connecting Link (CCL) Resolution:	
Is the CCL resolution accurate?	☒ Yes, it matches our current city limits ☐ No, our city limits have changed

Project Location:
US 75 (10th Street) from Main to Laurel St.
Project Scope:
Full depth replacment of curb and gutter, pavement and storm sewer.
Project Length: 0.150 miles

RR within 1/2 mile?	RR Company Name	No. of Tracks	Existing Crossing Protection
No			

Project Cost Estimate				
	Participating	Non-Participating	Total	Comments
Preliminary Engineering (Design)	\$ 160,000.00	\$ -	\$ 160,000.00	
CE (Inspection)	\$ 190,000.00	\$ -	\$ 190,000.00	
Right of Way	\$ -	\$ -	\$ -	
Utility Adjustments	\$ -	\$ -	\$ -	
Construction Total	\$ 1,095,000.00	\$ -	\$ 1,095,000.00	
Grading	\$ 200,000.00	\$ -	\$ 200,000.00	
Surfacing (Asphalt)	\$ -	\$ -	\$ -	
Surfacing (Concrete)	\$ 600,000.00	\$ -	\$ 600,000.00	
Signing and Pavement Marking	\$ 25,000.00	\$ -	\$ 25,000.00	
Stormsewer	\$ 230,000.00	\$ -	\$ 230,000.00	
Curb and Gutter	\$ 20,000.00	\$ -	\$ 20,000.00	
stormsewer	\$ 20,000.00	\$ -	\$ 20,000.00	
	\$ -	\$ -	\$ -	
Total Estimated Project Cost	\$ 1,445,000.00	\$ -	\$ 1,445,000.00	

Program Maximum:	\$ 1,500,000.00
Allowable Project Maximum:	\$ 1,666,666.67 to not exceed Program Maximum
Local Share Percentage:	10% KDOT Share Percentage: 90%

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

CITY CONNECTING LINK IMPROVEMENT PROGRAM (CCLIP) APPLICATION

Program Category:	Pavement Restoration (PR)
Program Fiscal Year:	2026
Submittal Date:	3/1/2023

Local Match (10%)	\$ 144,500.00
Local Match over the Max	\$ -
Non-Participating	\$ -
Total Local Share	\$ 144,500.00
Total Requested from KDOT	\$ 1,300,500.00

Coordination Information:

Describe any known KDOT or other projects that may need coordination:

Has the proposed project been discussed or reviewed by any KDOT field staff? (Yes or No)

If so, who?

Attachment Checklist:

- a. Project Map
- b. Detailed cost estimate

Completed applications should be emailed to:

KDOT.LPePlans@ks.gov

To confirm receipt, if you do not receive an email response, please follow up with a call to the Bureau of Local Projects at

**Opinion of Probable Construction Cost
 Cost Estimate
 City of Independence
 CCLIP US75 - Main to Laurel**

ITEM NO.	BID ITEM	UNIT	UNIT BID PRICE	QUANTITY	COST
1	Contractor Construction Staking	LSUM	\$25,000.00	1	\$ 25,000.00
2	Mobilization	LSUM	\$100,000.00	1	\$ 100,000.00
3	Field Office and Laboratory (Type A)	LSUM	\$5,000.00	1	\$ 5,000.00
4	Rock Excavation	CY	\$40.00	1293	\$ 51,720.00
5	Compaction of Earthwork (Type AA) (MR-0-5)	CY	\$3.00	1101	\$ 3,303.00
6	Water (Grading)(Set Price)	MGAL	\$35.00	1	\$ 35.00
7	Water (Aggregate Base)(Set Price)	MGAL	\$35.00	1	\$ 35.00
8	6.0' x 2.5' RBC	LF	\$400.00	433	\$ 173,200.00
9	Storm Sewer (18") (RCP)	LF	\$80.00	116	\$ 9,280.00
10	Type 22 Curb Inlet	EA	\$10,000.00	2	\$ 20,000.00
11	Connect to Existing Area Inlet	LSUM	\$3,000.00	1	\$ 3,000.00
12	Connect to Existing RCB	LSUM	\$5,000.00	1	\$ 5,000.00
13	Concrete Pavement (8" Uniform) (AE)(NRDJ)	SY	\$90.00	5950	\$ 535,500.00
14	Concrete Pavement (6" Uniform) (AE)	SY	\$80.00	129	\$ 10,320.00
15	Curb and Gutter (Combined)(AE)	LF	\$35.00	1393	\$ 48,755.00
16	Sidewalk (4" Uniform)(AE)	SY	\$85.00	168	\$ 14,280.00
17	Granular Base (6")	SY	\$15.00	6608	\$ 99,120.00
18	Aggregate Base (AB-3)(4")	SY	\$10.00	168	\$ 1,680.00
19	Top Soil	CY	\$10.00	30	\$ 300.00
20	Sod	SY	\$30.00	400	\$ 12,000.00
21	Temporary Erosion Control	LSUM	\$5,000.00	1	\$ 5,000.00
22	Pavement Marking	LSUM	\$15,000.00	1	\$ 15,000.00
23	Signing	LSUM	\$10,000.00	1	\$ 12,472.00
24	Traffic Control	LSUM	\$80,000.00	1	\$ 75,000.00

Subtotal Participating = \$ 1,225,000.00

Total Participating = \$ 1,225,000.00



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 14, 2024**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider authorizing an agreement with the Sports Car Club of America, Inc. (SCCA) to hold a racing event at Independence Municipal Airport on May 3-5 and July 2-5, 2024.

SUMMARY RECOMMENDATION Authorize agreement.

BACKGROUND SCCA has requested use of the southern apron area of Independence Municipal Airport on May 3-5 and July 2-5, 2024 for the purpose of holding a racing event. These racing events differ from the Airstrip Attack in that they would not require closure of any runway and are generally not a spectator event.

It is felt that these events bring exposure to the City as well as provide a revenue opportunity for local businesses via food, shopping, and lodging sales.

These events will require FAA approval.

Textron Aviation has indicated that they find the events acceptable from a business standpoint and that they will not interrupt their planned operations.

FINANCIAL INFORMATION The event will pay for all required City services - there will be no cost to the City.

SUGGESTED MOTION I move to allow Sports Car Club of America, Inc. to hold the events as described, pending FAA approval, and authorize the execution of any necessary documents, pending City Attorney approval.

SUPPORTING DOCUMENTS

1. SCCA Commercial Ground Lease 2024 v0308-Independence

COMMERCIAL GROUND LEASE

This Ground Lease is executed this _____ day of _____, 2024, by and between the City of Independence, Kansas, hereinafter referred to as “The City,” and Sports Car Club of America Incorporated, hereinafter referred to as “Lessee.”

RECITALS

A. The City deems it advantageous to the support, operation and public purpose of the Airport to lease to the Lessee that certain parcel of land described herein; and

B. The Lessee proposes to lease on a net basis from the City, as herein provided, the ground area as herein described.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. **Leased Premises.** The City, in consideration of the rents to be paid by Lessee as hereinafter set forth, and of the covenants and agreements hereinafter stipulated to be mutually kept and performed by the parties hereto, does hereby lease unto Lessee, all or a portion of the following-described premises situated upon Independence Freedom Municipal Airport to-wit:

Approximately 650,000 square feet of heavy pavement as outlined in red for the May event as outlined in attached Exhibit “A”

together with the improvements and appurtenances thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times. The City agrees to keep a street open from the Leased Premises to a public street or highway.

2. **Term.** Lessee shall have and hold said Leased Premises on the dates listed below:

a) May 3rd through May 5th with set-up on May 3rd beginning at 5:00 p.m. with tear down to be complete on May 5th by 9:00 p.m. If required, Security shall begin at 7:00 a.m. on May 3rd and continue 24 hours a day until conclusion of teardown.

b.) July 2nd through July 5th with set-up beginning at 5:00 p.m. on July 2nd and tear down complete by 10:00 p.m. on July 5th. If required, Security shall begin at 7:00 a.m. on July 5th and continue 24 hours a day until conclusion of teardown.

3. **Rent.** During the 2024 lease year, Lessee shall pay The City, as base rent for the

Leased Premises the amount of \$500 per day when competition events are taking place. Provided that prior approval of The City is obtained, no setup day charges will be assessed for days when Lessee's preparation activities on the Leased Premises begin after 5:00 pm Central.

Changes in set up or tear down days or addition/subtraction of event days may result in an adjustment of the rates. Lessee shall not be entitled to possession of the Leased Premises unless and until the base rent has been paid to The City as anticipated above.

In addition to the base rent, the Lessee will be invoiced for additional fees to cover the The City's cost to provide Security to monitor and secure restricted area line and maintain the Airport's compliance with Federal regulations at Fifty-Three Dollars (\$53.00) per hour during all times when the airfield perimeter gates accessing the Leased Premises are open.

4. **City Provided Services.** If required, The City will deliver temporary fence material and posts to the site at additional cost.

5. **Lessee's Responsibilities.** Lessee at its own cost and expense shall be responsible for providing the following:

(a) Sanitation. Provide adequate, portable sanitation facilities commensurate with the number of people forecasted to be in attendance at the event and the removal of the portable sanitation facilities at the conclusion of the event.

(b) Trash. Provide adequate waste disposal containers commensurate with the number of people forecasted to be in attendance and the removal of those waste containers at the conclusion of the event. Lessee will also monitor the leased area throughout the term of the lease to ensure that any loose trash or garbage is picked up in a timely manner so as not to cause a safety problem.

- (c) Potable Water. Provide adequate water commensurate with the number of people forecasted to be in attendance at the event.
- (d) Traffic Control. Provide, within the Leased Premises, adequate control of traffic to ensure the safe and orderly movement and parking of vehicles throughout the course of the event; provided, however, that Lessee's control of traffic and use of the Leased Premises shall be conducted in a manner such that there is no interference with Airport operations.
- (e) Crowd Control. Provide, within the Leased Premises, adequate personnel to ensure the safety of the participants, visitors and guests throughout the course of the event and to monitor and control activities of participants.
- (f) Signage. Lessee may install temporary signage within the leased area promoting the event and its sponsors along with directional and informational signs. All signage shall be securely anchored to prevent it from blowing around within or outside of the leased area and causing a safety hazard. All signage shall be removed at the conclusion of the event.
- (g) Concessions. Lessee may contract for concession services to be provided within the leased area throughout the course of the event. Any and all concessionaires shall be properly licensed under appropriate state and local regulations to provide their goods and services to the public.
- (h) Rules and Regulations. Lessee shall at all times, comply with the City's Airport Certification Manual (ACM), the Airport Security Program (ASP) and the Airport Rules and Regulations (ARR) as directed by The City. Publicly accessible documents are available on the Airport website. Information included in documents not available on the website due to security restrictions will be briefed accordingly by representatives of the City.

6. **Payment of Rent; Charge on Unpaid Items.** Payments for additional costs due to the City under this Lease shall be paid within 30 days of receipt by Lessee of an invoice for such costs. Lessee shall pay an additional charge of 1.5% per month, calculated from the first day of the month due, on any amounts due under this Lease that remain unpaid for more than thirty (30) days after due date. Such charge shall not accrue upon any item about which there exists a bona fide dispute.

7. **Security Deposit.** The City acknowledges receipt of five hundred dollars (\$500.00) from Lessee that The City shall retain as security for the faithful performance of the terms and conditions of this Lease by Lessee. The City may, at its option, apply the deposit on rents or other charges in arrears or on damages for failure to perform the terms and conditions of this Lease by Lessee. The right to possession of the premises by The City for nonpayment of rent or for any other reason shall not in any event be affected by the existence or availability of this security deposit. The security deposit will be returned to Lessee when this Lease is terminated and

all outstanding costs and damages, if any, have been paid, according to the terms of this Lease, if not applied toward payment of rent or costs or toward payment of damages suffered by The City by reason of any breach of the terms and conditions of this Lease by Lessee. In no event shall the security deposit be returned until Lessee has vacated the premises and delivered possession to The City. The security deposit will draw no interest and The City shall not be obligated to hold the security deposit in a separate fund.

8. Real Estate Taxes; Personal Property Taxes; Responsibility of Lessee.

(a) As of the initial date of this Lease, the Leased Premises are exempted from the payment of real estate taxes or a payment in lieu of taxes. However, it is agreed that if the Leased Premises become subject to real estate tax or subject to a payment in lieu of tax, then Lessee shall pay the said tax or payment in lieu of tax (which payment shall be proportionate to the number of days of Lessee's occupancy of the Leased Premises to the period for which the tax or payment in lieu of tax is assessed for the Leased Premises), in addition to any rental fees specified in this Lease.

(b) Lessee agrees to pay any taxes or assessments that may be lawfully levied against Lessee's personal property and operations, or Lessee's use of the Leased Premises for any improvements placed thereon, or as the result of Lessee's occupancy.

9. Use of Leased Premises. Lessee will use the premises only for the purpose of conducting its timed autocross competition, and such other uses as may be incidental and related thereto, and for no other purpose. The permitted speed of vehicles participating in the events shall not exceed sustained speeds in excess of 75 mph, unless otherwise approved by the Executive Director.

10. No Cost to The City; Development, Maintenance, Repair at Lessee's Cost. Except as outlined in Section 4-The City Provided Services, above, this Lease, in every sense, shall be without cost to The City and Lessee shall, at its sole cost, except as herein otherwise specifically provided, keep, maintain and repair the entirety of the Leased Premises, in good order, condition and repair as may be required by ordinary and reasonable use or fault on the part of the Lessee. By entry hereunder, Lessee accepts the premises as being in good order, condition, and repair, and agrees, upon termination of this Lease, to surrender the Leased Premises and appurtenances to The City in the same condition as received, reasonable use and wear thereof and damage by fire, act of God or the elements excepted. Lessee accepts the Leased Premises "as is" and the The City makes no warranty as to their fitness for Lessee's intended use.

11. Alterations; Plans; ADA Compliance. In the event that Lessee's use or occupancy of the premises requires any alterations to conform to the ADA or any comparable state or local requirements, or in the event that any employee or customer of Lessee requires accommodations

necessitating alterations, then any such alterations shall be at the expense of Lessee.

12. Property Insurance. The City shall insure or self-insure the improvements owned by The City against the perils of fire and extended coverage. Lessee shall insure or self-insure all of its personal property located at the premises.

13. Indemnification. Lessee shall defend, indemnify and hold The City and its agents, officers and employees harmless from and against any and all claims, suits, demands, actions, liabilities, losses, damages, judgments or fines arising by reason of injury or death of any person, or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, court costs, investigator fees, and expert fees) of any nature whatsoever arising out of Lessee's activities on The City's property, or in its use or occupancy of the Leased Premises, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligent act or omission or willful misconduct of The City. The City shall give Lessee reasonable notice of, and an opportunity to defend against, any such claims or actions. Notwithstanding the above indemnification, Lessee shall give The City reasonable notice of any matter covered herein and shall forward to The City a copy of every demand, notice, summons or other process received in any claim or legal proceeding covered hereby.

Lessee agrees to obtain, and keep in force during the term of the Lease, liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00). Such insurance may be provided through commercial general liability coverage of not less than One Million Dollars (\$1,000,000.00) with the remaining amount of coverage being provided through umbrella or excess insurance coverage. The The City shall be named as an additional insured on all policies of liability insurance required under this section. Such insurance policy shall contain a provision to notify the The City in writing thirty (30) days prior to any cancellation, nonrenewal, or any reduction of coverage. All insurance coverage shall be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's rating of no less than A:VII, unless specific approval has otherwise been granted by the The City.

Lessee shall, at all times during the term of this Lease, keep on file with the The City a current Certificate of Insurance evidencing the required coverages.

14. Utilities. Lessee shall pay for all heat, light, power and telephone service supplied to the pavement area shown on Exhibit "A".

15. Storage; Removal of Garbage. Lessee will cause to be removed, at its own expense, all junk, waste, garbage and rubbish and agrees not to deposit the same on any part of the Airport except, Lessee may deposit the same temporarily on the Leased Premises in connection

with collection for removal.

16. **Aerial Approaches; Protection.** The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of The City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

17. **No Adverse Effect on Airport.** It is understood and agreed that the rights granted by this Lease will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.

18. **Rights Reserved; Noise and Airspace.** There is hereby reserved to The City, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

19. **Subordinate to Agreements with Federal Government.** This Lease shall become subordinate to provisions of any existing or future agreement between the The City and the United States of America or any agency thereof relative to the operation, development, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

20. **Suspension of Lease during Time of War or National Emergency.** The City shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the public owned navigation facilities and/or other areas of facilities of the airport. If any such agreement is executed, the provisions of this instrument, in so far as they are in consistent with the provisions of the agreement with the government, shall be suspended.

21. **No Assignment.** Lessee shall not assign this Lease, or any interest therein, and shall not sublet the premises in whole or in part and any such assignment or subletting shall be void and shall, at the option of The City, terminate this Lease.

22. **The City; Access to Leased Premises.** The City shall have free access to the Leased Premises at all reasonable times for the purposes of examining or inspecting the conditions thereof relevant to any right or power reserved by The City pursuant to the terms of this Lease. Lessee shall use the premises in such a manner that The City's access to the air operations area is never impeded.

23. Termination by The City. Lessee agrees that:

- (a) If Lessee fails or refuses to pay the base rent reserved hereunder prior to the start of this Lease; or
- (b) If Lessee defaults in the performance of any of the other terms, conditions, or covenants contained in this Lease after written notice thereof is given to Lessee by The City,

then such failure, refusal, or default shall, at the option of The City, effect a termination of this Lease to the same extent as if the term hereof had expired by passage of time and The City may, in that event, exercise all remedies herein provided for a breach by Lessee, as well as any and all remedies provided by law or in equity. It is further agreed that upon said breach and after notice as provided above, The City or its agents may reenter and repossess the Leased Premises and remove all of Lessee's property therefrom.

24. Termination by Lessee. Lessee may terminate this lease at any time up to thirty days before the first day of the term without liability or charge, but, if Lessee terminates at any time thereafter before the commencement of the term, the The City shall be entitled to retain the security deposit to cover its costs of preparation of the site for use by Lessee. After the commencement of the term, Lessee shall not be entitled to cancel this lease.

25. Aviation and Emergency Use. The City and Lessee acknowledge that, first and foremost, The City operates an airport and that the Leased Premises originally were designed as an aircraft parking ramp, having access to the airport runway and taxiway system. Should an emergency or aviation need to use the Leased Premises arise, then such use by the The City or its designee shall take precedence over this Lease, and Lessee's use of the Leased Premises (or certain portions of the Leased Premises) as designated from time to time at the discretion of the The City may be suspended for the duration of the emergency or aviation need or terminated, without liability or cost on the part of the The City.

26. Addendum; FAA Funding. Lessee agrees that it will, by Lease Addendum, agree to such additional provisions as may be required by the FAA as a condition of granting to The City funds for Airport improvement projects or as FAA or The City deem necessary for the operations, safety and security of the Airport.

27. Compliance with Laws. Lessee shall, in the use of the premises, comply with all applicable requirements of all municipal, state and Federal authorities now in force, or which may hereafter be in force, and will observe all applicable municipal ordinances, state and Federal statutes now in force, or hereafter to be in force, and Lessee and its tenants, employees, agents and servants shall obey such reasonable rules and regulations as may from time to time be promulgated by The City, or its authorized agents in charge of the Airport, to insure the safe or orderly conduct

of operations of the Airport and traffic to, from and upon the Leased Premises.

28. Hazardous Substance. Lessee shall not cause or permit any hazardous substance or material to be brought upon, kept or used in or about the premises by Lessee, its agents, employees, contractors or invitees, except for such use as is in compliance with all laws, ordinances and regulations. Lessee shall defend, indemnify, and hold harmless The City from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultants' fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of Lessee's actions or use of the premises during occupancy that cause or result in:

- (a) The presence, disposal, release or threatened release of any hazardous substance or material that is on, from, or effects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise;
- (b) Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous substance or material;
- (c) Any lawsuit brought or threatened, settlement reached, or government order relating to such hazardous substance or materials; or
- (d) Any violation of any laws applicable thereto.

The provisions of this Lease shall be in addition to any other obligations and liabilities Lessee may have to The City at law or in equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease.

As used herein, the term "hazardous substance or material" means:

- (a) Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;
- (b) Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;
- (c) Any glycol, oil, petroleum products, and their byproducts; and
- (d) Any material or substance which is or becomes regulated by any federal, state, or local governmental The City.

29. Compliance with Regulations; Nondiscrimination.

- (a) Lessee shall comply with all regulations promulgated by the Federal Aviation Administration, Environmental Protection Agency, Nebraska Department of Environmental Quality, Nebraska Department of Health, the Lincoln-Lancaster County Department of Health and any other agency of municipal, state or Federal government which regulates Lessee's use of the premises.

- (b) Lessee for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the DOT, and as said regulations may be amended.
- (c) Lessee for itself, its successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
- (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the DOT, and as said regulations may be amended.

30. Notices. All notices to be given pursuant to this Lease shall be addressed to the City of Independence, Kansas, 120 N 6th Street, Independence, KS 67301, or to the Lessee herein named at Sports Car Clubs of America, 6620 SE Dwight Street, Topeka, Kansas 66619. Notice shall be deemed to have been fully given if and when properly addressed and mailed by regular United States mail, postage prepaid or by electronic notification (email).

31. Surrender. On the last day of the term of this Lease or any extension thereof, or on the earlier termination of this Lease, the Lessee shall peaceably surrender the premises in good condition and repair, reasonable wear and tear excepted, consistent with the Lessee's duty to make repairs as provided in this Lease. The Lessee shall, at its expense, remove all of its property and equipment from the Leased Premises, and any property or equipment not removed shall be deemed abandoned.

32. Holding Over. The failure of Lessee to surrender the Leased Premises on the date provided herein for the termination of this Lease term shall cause Lessee thereafter to be a tenant at sufferance and The City shall be entitled to enter and retake possession without notice and may,

in addition, recover actual damages for such holding over.

33. **Time**. In the performance of actions contemplated under this Lease, time is of the essence.

34. **Amendment**. No amendment of this Lease shall be valid unless it is in writing and is signed by the parties or their duly authorized representatives.

35. **Nonwaiver**. Failure of the The City to insist upon the strict performance of the terms, agreements, or conditions contained herein, or any of them, shall not constitute or be construed as a waiver or relinquishment of the The City's right to enforce any such term, agreement, or condition, but the same shall continue in full force and effect.

36. **Successors and Assigns**. This Lease shall be binding on and shall inure to the benefit of the parties to this Lease and to their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first
above written.

ATTEST:

CITY OF INDEPENDENCE, KS
- Lessor

By: _____

APPROVED AS TO FORM:

Legal Counsel for the City
of Independence, KS

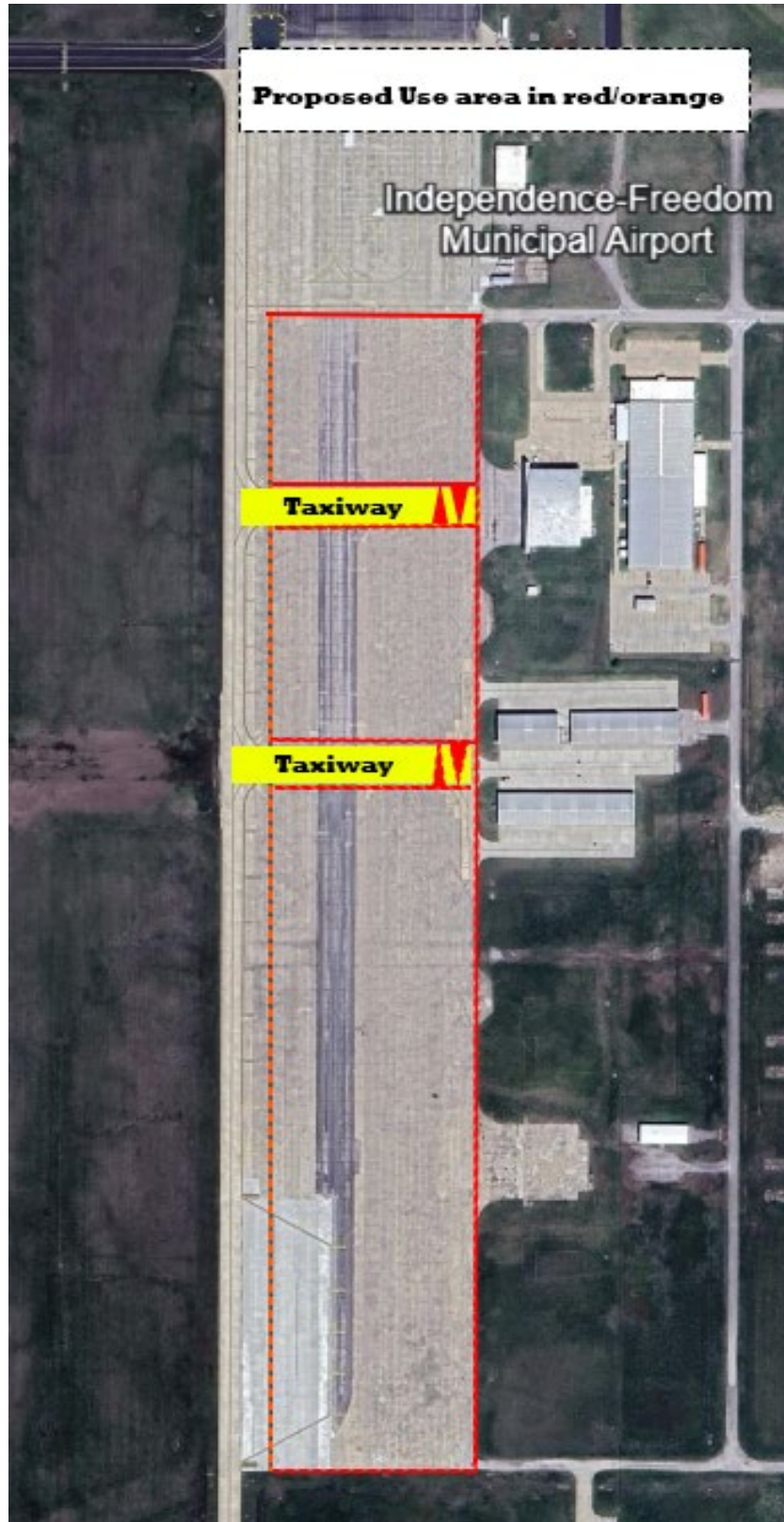
SPORTS CAR CLUB OF AMERICA INC.,
- Lessee

By: _____

Print: _____

Title: _____

EXHIBIT "A"





**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 14, 2024**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider partnering with the School District to replace a City main water line adjoining the Early Learning Center.

SUMMARY RECOMMENDATION Fund 50% of the cost.

BACKGROUND A portion of the City water main needs to be replaced as part of the school district's construction of the Early Learning Center. This is due to the construction of a drop off lane that will require the water main to be relocated deeper into the ground. Normally, this type of expense would be on the property owner as the relocation of the line is due to their construction. However, the school district has requested that the City partner with them on this project as we have in the past with other taxing entities when making improvements that benefit the community.

FINANCIAL INFORMATION The total cost of relocating the water line is \$31,788.64. It is proposed to pay 50% of the cost of relocating the 6" water main, which would be \$15,894.32 from the Utility Fund. There are adequate funds within the Utility Fund for this project without jeopardizing other budgeted City projects.

SUGGESTED MOTION I move to reimburse the School District up to \$15,894.32 for the relocation of a City main water line as part of the Early Learning Center project.

SUPPORTING DOCUMENTS

1. CR7 Water Line Relocation from the School's Contractor
2. Subcontractor Quote



1215 E. 8TH
COFFEYVILLE, KS 67337
Ph : (620)251-7693

Change Request

To: ANDREW SEDERSTEN
AMBLER ARCHITECTS
510 SE DEWEY AVE.
SUITE 500
BARTLESVILLE, OK 74003
Ph: 918-336-3512 Fax: 918-337-0379

Number: 7
Date: 2/13/24
Job: 23-002 Indy Early Learning Center
Phone:

Description: Water Line Relocation

We are pleased to offer the following specifications and pricing to make the following changes:

Relocate the Water line per PR3.

Includes:
Relocating 6" line
Tapping the line with a 2"
CA-5 Clean Bedding Rock
Tracer Wire
Compacted AB3 under drive

Site Contractor \$27,404
Bond \$274.04
OH/P \$4,110.60

The total amount to provide this work is	\$31,788.64
--	-------------

If you have any questions, please contact me at (620)251-7693.

Submitted by: JASON A. MCVEY
DECKER CONSTRUCTION INC.

Approved by: _____
Date: _____

T.C. Underground, Inc.

P.O. Box 727

Independence, KS 67301

Estimate

Date	Estimate #
2/13/2024	1012

Name / Address
Jason McVey Decker Construction PO Box 254 Coffeyville, KS 67337

			Project
Description	Qty	Cost	Total
Replace water line for Early Learning Center in Independence			
Trench and backfill with compaction (includes rock excavation)	200 225	53.00	10,600.00 11,925
Tie in to existing 6"	2	2,800.00	5,600.00
6 x 2 Saddle and 2" Resilient Seat Gate Valve with 2" Female Pipe Threads	1	1,025.00	1,025.00
CA-5 Clean Bedding Rock	200 225	7.75	1,550.00 1,743.75
6" C900 DR14 PVC Pipe	120 130	26.70	3,204.00 3,471
6" C900 DR14 PVC Certalok Restrained Joint Pipe (for tie-in)	80	32.75	2,620.00
12 GA Tracer Wire	200 225	0.40	80.00 90
Compacted AB-3 backfill under driveway	50	14.50	725.00
		Total	27,199.75 325,404.00

6/2 Ins.

204.25
\$ 27,404



CITY OF INDEPENDENCE
March 14, 2024

Department

Director Approval

AGENDA ITEM City Board Minutes

BACKGROUND

SUPPORTING DOCUMENTS

1. October 02, 2023 - Approved Minutes - Electrical Board
2. February 21, 2024 - City Recreation Board Minutes
3. February 2, 2021 - Library Board Minutes
4. February 1, 2024 - Approved Minutes - IHPRC



"Delivering Excellence"

Electrical Board

October 02, 2023

I. Call to Order

- a. Present: Travis Blankinship, Rick Kiister, Daniel Johnston, Dennis Royer
- b. Absent: Kenny Farmer
- c. Guest: None

II. Minutes

- a. January 09, 2023 Minutes
Motion by Danny and Second by Rick to approve.
I's - 4 and No - 0

III. Old Business

- a. No old business to discuss

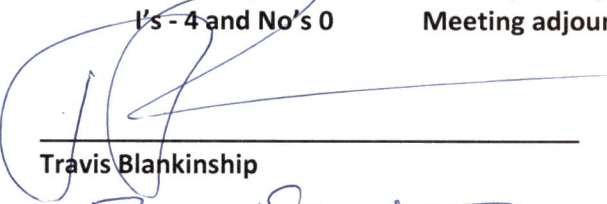
IV. New Business

- a. Electrical CEU on September 28, 2023

No Action – discussion only

V. ADJOURNMENT

Motion by Travis and second by Danny to adjourn
I's - 4 and No's 0 Meeting adjourned.



Travis Blankinship



Date

INDEPENDENCE RECREATION COMMISSION

Monthly Meeting February 21, 2024

Ash Youth Center
1501 N. 10th Street
Independence, KS 67301

Members Present:

Christy Mavers
Moises Rivera
Dustin Woodward

Others Present:

Brent Julian
Lori Bromley
Nick McBride
Jim Butts
Galen Palmer

Christy Mavers opened the commission meeting at 11:30 a.m.

ROUTINE

Agenda

Dustin Woodward moved to approve the agenda as printed. Moises Rivera seconded. Motion carried 3-0.

Minutes

Dustin Woodward moved to approve the minutes from the January 17, 2024 board meeting. Moises Rivera seconded. Motion carried 3-0.

Bills

Moises Rivera moved to approve the February 2024 invoices and checks for payment as presented in the amount of \$33,039.59 as well as bills and employee benefits paid since the last board meeting in the amount of \$14,463.43. Dustin Woodward seconded. Motion carried 3-0.

Treasurer's Report

Galen Palmer reported the following bank balances as of January 31, 2024: First Oak Bank - Checking: \$43,559.54; First Oak - Petty Cash: \$500.00; Equity Bank - Savings \$594.04. Christy Mavers reminded the board that First Oak Bank will be pulling the money from IRC's account to pay back the \$50,000 loan borrowed last month. Christy stated the total amount of the

payment with interest is \$50,783.90. Moises Rivera moved to approve the treasurer's report as presented. Dustin Woodward seconded. Motion carried 3-0.

PROGRAMS/OPERATIONS

Maintenance Report

Jim Butts answered any questions the board had on the maintenance report. Christy Mavers asked Jim about the lighting in the Ash Center gym, and he stated that some bulbs needed to be changed and it has been completed. Dustin Woodward asked if the indoor pool HVAC system has been repaired and Jim stated that it is up and running, however there are some minor issues that still need to be worked on. Christy asked about draining the indoor pool so it may be cleaned and painted. Jim stated that the pool is typically drained and repaired/painted about every five years. Brent stated he would check into that next winter when closure can save on winter utility costs, which can run as much as \$6,500 per month in the winter.

Programs Report

Nick McBride answered any questions the board had on the programs report. Christy Mavers asked if there had been much interest so far in the one-day High School and Up Basketball tournament Nick is offering on Saturday, March 9th. Nick stated it is still a little early, so he is hopeful, but not much interest just yet. Christy stated she would put it out on the high school's booster club social media pages and Nick stated he would continue to get the word out as well. Dustin asked how the spring flag football participant numbers look and Nick stated that the sport has really taken off and grown over the past couple of seasons and is projected to do well again this spring. Nick informed the board that due to construction on the new Central Park Sports Complex all spring sports will be played at Shulthis Stadium this year.

Director/Aquatics/Special Events Report

Brent Julian answered any questions the board had on the director/aquatics/special events report. A discussion was held on the Pickleball leagues offered at the Ash Center for \$60 per year as well as upcoming summer activities including tennis, swim lessons and swim team, registrations for those will begin on April 22nd.

BUSINESS/FINANCE

Central Park Sports Complex Update

Brent informed the commission that Lacey Lies, the City Financial Director, was not able to attend today's meeting. Brent stated that work continues at the Central Park Sports Complex, they are currently leveling out the parking lots and putting up fencing around the 4-plex. They are also preparing to sod the 4-plex and are sprigging the rest of the complex. Brent is in conversations and meetings with city officials to determine who will do the sodding and how it

is to be funded. Brent stated that their planning committee thought the bids for groundwork were coming in at around \$350,000 but they ended up coming in much higher at \$700,000, and that was through a local business, TLC Groundskeeping, which had the lowest bid. Brent informed that board that the 33-acre complex is a lot to maintain when you consider the weeding, feeding, aeration, mowing and everything that goes into all the groundwork, he stated the recreation commission's budget would not allow for the entire process. Brent would like to continue to work something out with Jack at TLC but feels IRC's maintenance department is not equipped to oversee the initial growing period and landscaping. Brent stated there are a lot of positives going on down there from the lights going up, preparing for the utilities to be ran and parking etc... Brent stated they are still on schedule.

Audit/Auditors Presenting

Brent handed out the FY23 audit reports to the board members and answered any questions. Brent explained the process to the new commission members, and they reviewed the management letter and any deficiencies. Brent stated that everything went well, and a discussion was held on segregation of duties, the only deficiency, due to the fact IRC is a small organization with few full-time staff members; however, the board agreed it was a good report. Christy Mavers stated that an auditor from Jarred, Gilmore & Phillips, P.A. called her, and they discussed the audit, and everything looked good. Brent stated that Kyle, with Jarred, Gilmore & Phillips, would like to know if the commission would like them to come in for a presentation and to discuss the audit findings again this year, but the board agreed since they just came in last year it would not be necessary again this year since there were no major changes or deficiencies. Christy stated that is something the board can look at doing every other year if there are no major issues. Brent stated he would look at getting them back in next year after the FY24 audit.

Digital Board Reports/Thoughts/Concerns

Brent informed the board that it has been one year since IRC transitioned to digital board packets and reports. He wanted to know how the board members feel it is going and if everyone is happy with the outcome. Brent explained that IRC did paper reports and packets for years, but it costs a lot for the materials and the board members felt they were getting overwhelmed with paperwork. Christy Mavers stated that she likes the digital reports better and it is nice getting them a day early for review prior to the board meetings. The board unanimously agreed to keep moving forward with digital board packets.

Volleyball Nets

Brent informed the board that everything has been approved with the school district and is on schedule for the installation of the new retractable volleyball nets at the middle school, which will be installed this summer. Brent reminded the board that IRC has agreed to pay the school district \$18,245 towards the nets in exchange for using their facility for adult volleyball programs, and that check is going out this week.

Swim Team SEK Hosts

Brent explained to the commission that IRC plans to host 3 or 4 swim meets this summer, however since the Independence pool only has six lanes, the big SEK Swim Meet will most likely be in Chanute. Brent stated that most of the surrounding communities have eight lane pools this includes Iola, Coffeyville and Chanute, however Chanute is centrally located. Brent stated they can get the tournament done in one day if they use eight lanes, otherwise it can take two days. Brent informed the board that he plans to buy a new starting system this year as the one they have been using is almost ten years old, he also will buy new flags, as well as new lane lines sometime in the near future.

EXECUTIVE SESSION

There was no need for an Executive Session

Dustin Woodward filled in as secretary in Joe Housel's absence.

ITEMS FROM THE COMMISSION

Christy Mavers	*Would like IRC to consider getting some bids on a new digital display board for the outside of the Ash Center to replace the old one facing Tenth St. Brent stated he would love to have one, and they have talked about it before, but he thinks they are about \$30,000-\$35,000 for the nice computerized systems. Christy suggested going with something less expensive, similar to the manual display board that is out there now, but it would look better. Brent stated he would look into it and get some price options.
----------------	---

ADJOURNMENT

The meeting was adjourned at 12:20 p.m.

Respectfully Submitted,

Dustin Woodward
Acting Secretary

INDEPENDENCE PUBLIC LIBRARY BOARD OF TRUSTEES MEETING

FEBRUARY 21, 2024

REGULAR SESSION

Board Members Present: Michelle Avery, Chairman, Trustees: Carolyn Torrance, England Porter, Tom Sewell, Ron Schwatken and Andy Taylor

Also Attending: Library Director, John Long and Recording Secretary: Gloria McCoy

I CALL TO ORDER: The regular meeting of the library board was called to Order by Chairman Michelle A. at 5:20 p.m.

- 1. Adoption of Agenda:** England P. moved and Tom S. seconded the motion to approve the agenda as printed. Motion carried.
- 2. Adoption of Minutes:** Minutes of the January 17, 2024 meeting were approved.

II CONSENT OF AGENDA: The Consent of Agenda was adopted as presented

- 1. Approval of Accounting** for the previous month was adopted as presented.
- 2. Approval of Bills** for the previous month was adopted. Total expenses for the month of January were **\$44,391.08**
- 3. Approval of Payroll** for previous month was adopted.

III OLD BUSINESS: NONE

IV NEW BUSINESS

- 1. Trustee Training:** Discussions were made regarding the type of training Board Members would like.
 - **Short Video** – with discussions
 - **Personal Contact** – Someone come in for training with dialogue .
 - **Up to date by-laws** – for Board Members

V STAFF REPORTS

- **ESCAPE ROOM** – It will be inflatable. It will be generally for family, not solely. Will be at library for the month of March.
- **Hired a new Youth Librarian- Lily Kibel**, from Coffeyville. She was employed at the Coffeyville Public Library. She will start 26 February.

VI UPCOMING ADVOCACY EVENTS:

1. **Seed Library Kickoff Thursday, February 29th 6:00 p.m. Family event with local vendors discussing bees, gardening, etc.**
2. **IPL is getting a seed library.**

VII COMMENTS FROM MEMBERS OF THE BOARD:

1. **England P. requested that information be published regarding the Warming Centers, during wintry weather.**

VI ADJOURNMENT: Meeting adjourned at 5:55 p.m. The next regular meeting is scheduled for Wednesday, 20 March 2024.

RON SCHWATKEN

DATE OF APPROVAL

Thursday, February 1, 2024
Historic Preservation Resource Commission
Meeting Minutes

Members Present: Darin Axthelm, Brea Sanford, Tim White, Jason Rutledge, Bill Gour
City Staff: David Cowan
Ex Officio: Tabatha Snodgrass, Lisa Wilson
Absent: Gary Hoggsett, Brett Richards
Special Guest: Miranda Bruening, Hali Shultheis, Donna and Ron Nutt, Matt Turner

Darin called the meeting to order.

Brea Sanford motioned to accept the minutes of the September 25, 2023 and October 23, 2023 meetings. Bill Gour seconded the motion and it was approved.

Reorganization:

Tim White motioned to keep the same officers for 2024 as they were in 2023. Jason Rutledge seconded the motion and all were in favor.

Discussion:

Indy Vape Shop installed a sign without a permit. Owners have submitted the sign permit. The sign was thought to cover a transom. The owners claim the previous owner said that there was always a board that covered where the transom would be. They are unsure what is under the board. It was determined by Miranda that there used to be transoms in place where the wood presently is.

Discussion was had regarding the various steps the owner could take in this situation. It was suggested that the matter of the transoms be tabled until more research could be done. No decisions on the sign were made. Jason Rutledge motioned table the item until more research could be done. Tim White seconded the motion and it carried.

Matt Turner, owner of Uncle Jack's wants to paint the base under the front windows to spruce up the area. If the base is constructed of concrete, it needs to be painted with a permeable paint. It was suggested that the owner power wash the concrete to clean it. Lisa Wilson suggested to ask Skylar Estes about power washing the concrete to see what the results were. Turner is worried about damaging the concrete. No action was taken at this time until more research is done.

Turner also wants to apply perforated vinyl signs to the lower half of the front windows. It was suggested that the vinyl could be placed on the inside of the windows instead of the outside, as if it is placed on the outside, it could be construed as a sign.

Turner also mentioned the condition of the kitchen access door that faces Pennsylvania Avenue. He asks that a steel plate to be installed where the door is damaged and to paint the door. Brea motioned to allow the door to be fixed and painted. Bill seconded the motion and all were in favor.

Downtown Apartment Update

Miranda shared that construction was going to go out for bids in March on the bookstore. Once it is finished, it will be structurally intact and sound. All demolition trash and debris will be removed. They will also be bidding out the Stanford building. Waiting on NPS and SHIPO to accept the architect's layout on the Hairplus building. Contractor will be working 18 months to two years on these projects.

Brio Medspa

Hali has received funding to do work on the outside of the building. Nothing has changed in regarding what will be done on the outside that was previously discussed. She has asked to replace the metal. SHIPO says no, as you have to restore the historical significance. So instead, she is wanting to paint the metal black, to fit her design theme. Miranda pointed out that in a previous meeting it was suggested that Hali could present different colors for consideration. Tim White motioned to allow the painting of the metal if she can present different choices to the Commission. Bill seconded the motion. All were in favor but Darin, who voted in the negative.

Discussion

6th and Main Land Bank

David shared that a new, unnamed business is currently looking into moving into the area and the piece of land they are interested in is in the historical district. David was just letting the Commission know.

101 East Main H&R Block

There is talk about an out-of-state investor taking interest in the H&R Block building to develop into apartments.