

INDEPENDENCE CITY COMMISSION

REGULAR SESSION AGENDA

March 28, 2024

5:30 PM

Commission Room, City Hall

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

The Agenda shall be as follows:

I. REGULAR SESSION

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

II. 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 authorizing the purchase of roller shades for City Hall.
- B. Consider authorizing an agreement with the Sports Car Club of America, Inc. (SCCA) to hold an event at Independence Municipal Airport on May 3-5 and July 5-7, 2024.
- C. Consider approving street closures for Jefferson and Eisenhower School.
- D. Consider approving Change Order No. 1 on the contract for renovation of the parking lot north of City Hall to Heck & Wicker, Inc.
- E. Consider approving Change Order No. 1 on the contract for the Jefferson Subdivision infrastructure.
- F. Consider authorizing a Greenbush Energy Group Participation Agreement & Hedging Authorization.
- G. Consider approving change orders for Central Park Sports Complex.

III. PUBLIC HEARINGS

- A. Public Hearing to consider condemnation of 404 S. 8th Street as dangerous and unsafe.
- B. Public Hearing to consider the condemnation of 512 N. 16th Street as dangerous and unsafe.

IV. PROCLAMATIONS

- A. Consider Proclaiming April 26, 2024 as Arbor Day.
- B. Consider proclaiming April 2024 as Child Abuse Prevention Month.
- C. Consider proclaiming April 2024 as Fair Housing Month.

V. ITEMS FOR COMMISSION ACTION

- A. Consider the appeal of a sign request denied by the Independence Historic Preservation and Resource Commission.
- B. Consider a recommendation from the Planning Commission to adopt an ordinance for a text amendment relating to "Restaurants, drive-through" in the C-3 Central Business District.

- C. Consider a recommendation from the Planning Commission to adopt an ordinance rezoning 408 S. 8th from R-3 to R-5, and adopting a resolution for a conditional use permit for an “Accessory use not located on the same lot or contiguous lot as the principal building or principal use served per 607.1.d.”
- D. Consider adopting the preliminary and final plats for Jefferson Subdivision.
- E. Consider approval of demolition bids.
- F. Request to amend City Code Section 102-7 (Ordinance No. 4024) an ordinance authorizing operation of golf carts, micro-utility trucks, and work-site utility vehicles.

VI. REPORTS

- A. State of Independence Housing
- B. Projects and Public Works Report
- C. Benchmarking the Lexipol Risk and Operational Effectiveness Audit
- D. City Board Minutes

VII. CITY MANAGER’S COMMENTS

VIII. COMMISSIONERS’ COMMENTS

IX. PUBLIC CONCERNS

X. EXECUTIVE SESSION

- A. Discussions prior to acquisition of real estate.

XI. POSSIBLE ACTION AFTER EXECUTIVE SESSION

- A. Consider authorizing the acquisition of property pending City Attorney approval.

XII. ADJOURNMENT



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 28, 2024**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider authorizing the purchase of roller shades for City Hall.

SUMMARY RECOMMENDATION City Staff recommends the low bid from Schammerhorn for roller shade purchase and installation.

BACKGROUND The City of Independence issued an RFP for roller shade purchase and installation in City Hall. Three responses were received, and the City selected Schammerhorn's low bid of \$25,505.12. The roller shades have a lifetime limited warranty and Schammerhorn provides a 1-year parts and labor warranty from the date of substantial completion.

FINANCIAL INFORMATION The cost of the purchase and installation of the roller shades will be paid with City Hall construction budget funds.

SUGGESTED MOTION I move to approve the purchase and installation of Roller Shades for \$25,505.12 from Schammerhorn.

SUPPORTING DOCUMENTS

1. 03.14.24 Schammerhorn - Independence City Hall
2. efx architectural products
3. InnerWorks Inc
4. RFP - City of Independence - City Hall Manual & Fixed Shades - 02072024 - FINAL





"Delivering Excellence"

	<u>MINIMUM SPECIFICATIONS</u>	<u>COMPLY (YES/NO)</u>	<u>EXCEPTION</u>
<u>A</u>	Blinds shall be manual roller Window shades with fascia	YES _____	_____
<u>B</u>	Fixed Blinds shall be mounted In first floor arch windows	NO _____	_____
<u>C</u>	Jambled Mounted by installer	YES _____	_____
<u>D</u>	3% Openness	YES _____	_____
<u>E</u>	Color will be decided with City	YES _____	<u>based on included</u> selections
<u>F</u>	Installation to be completed by June 28, 2024	YES _____	_____
<u>G</u>	Installer will be required to Obtain a city contractor license.	YES _____	_____
<u>H</u>	Shadeband bottom (Hem) Bar: Steel or extruded aluminum. Enclosed in sealed pocket of Shadeband material.	YES _____	_____
<u>I</u>	Field Measurements: Bidder is Required to verify field Measurements before Fabrication.	YES _____	_____

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



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	<u>MINIMUM SPECIFICATIONS</u>	<u>COMPLY (YES/NO)</u>	<u>EXCEPTION</u>
<u>J</u>	Unit Sizes: Fabricate units in sizes to fill windows, Measured between (inside) Jamb. Width equal to Jamb-to-jamb dimension Of opening in which shade is Installed less ¼ inch per side or ½ inch Total, plus or minus 1/8". Length equal To head-to-sill of opening in which Shade is installed less ¼ inch, plus minus 1/8 inch.	YES	

ATTACHMENTS - A: BUILDING PICTURES

- A – Marks with X windows needing shades.
 - South Side of Building
 - 36 – Shades
 - West Side – Original Entrance
 - 26 – Shades
 - North Side
 - 32 – Shades
 - East Side
 - 12 – Shades

ATTACHMENT – B: WINDOW SCHEDULE

- Bid winner required to field verify all measurements prior to ordering and installing shades.

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



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RFP Delivered to:

City of Independence
Attn: City Hall Roller Shade RFP
120 N. 6th St.
Independence, Ks. 67301

Email copies to: davids@independences.gov

VII. PROPOSAL TERMS AND CONDITIONS

- a. Proposals will be received on **MARCH 14, 2024**, at the City of Independence, 120 N. 6th St. Independence, Kansas, 67301, until **2:00 PM.**
- b. Please submit proposals by email.
 - i. Email submission: davids@independences.gov & davidc@independences.gov
- c. RFP pricing will be good for 60 days.
- d. Questions should be directed to: **David Cowan – 120 N. 6th St. or 620.332.2528 (voice), email: davidc@independences.gov**
- e. Acceptance or rejection of proposal
 - i. **The City of Independence reserves the right to accept or reject any or all offers. To add or delete options after the proposal is awarded and expect appropriate credit or debit for said options. The City also reserves the right to accept or reject any or all bids or to waive any irregularities should any occur as may best benefit the City of Independence.**

Submitted by: 
(print) Nathan Coon

Vendor Name: Schammerhorn, Inc.
Address: 124 S. Seneca Wichita, KS 67213

Signature: 

Email: estimating@schammerhorn.com
Phone: 316-265-8659

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



schammerhorn

124 S Seneca St | Wichita, KS 67213
316-265-8659 | estimating@schammerhorn.com

Job Name	Independence City Hall		
Proposal Submitted To	City of Independence	Proposal Date	03/14/2024
Contact Name	David Cowan	Contact Phone	(620) 332-2528
Contact Email	davidc@independenceks.gov		

CONTRACT PROPOSAL / SALES CONTRACT

SCOPE OF WORK - OPTION 1



Furnish & Install



Furnish Only



Install Only

PRODUCT TYPE / DETAILS

PRICE

QTY 111 - Mecho Manual Roller Shades in 3% SoHo Fabric with Fascia

\$ 45,336.10

SCOPE OF WORK - OPTION 2



Furnish & Install



Furnish Only



Install Only

PRODUCT TYPE / DETAILS

PRICE

QTY 111 - SWF Manual Roller Shades in 3% R-Series or S-Series Fabric with Fascia

\$ 25,505.12

This Proposal is valid for 60 days. Price subject to escalate after 60 days.

Effective May 31, 2024, lift and tilt operating cords for blinds will be discontinued due to the new ANSE/WCMA A100.1-2022 standard. Any blind manufactured after 5/31/24 will be fabricated to the new standards. *Any proposals with cord and/or lift tilt are subject to price increases and certain product configurations may need to be revised.* **Client assumes all liability for accepting change orders due to legal and material constraints on the subcontractor by the new regulations.**

- Schammerhorn, Inc. provides a 1 Year Parts and Labor Warranty from the date of substantial completion.
- Unless specified, pricing includes installation during Schammerhorn business hours (*Monday - Friday, 7:30a - 4:00p*). If after-hours accommodations are needed, additional charges will apply.
- No attic stock, mock-ups, or shop drawings are included in the price.

Your verbal or written acceptance of this proposal indicates your acceptance of all stated terms and conditions of this proposal and forms an agreement between Schammerhorn and client.



GENERAL

Considering the complexity of plans and specifications, along with the occasional presence of contradictory information between given plans, finish schedules, multiple revisions, and verbal or e-mail conversations with Project Managers and Estimators, Schammerhorn reserves the right re-price requests for anything not included in the above page's scope of work.

Whether included or excluded within the client proposal, Schammerhorn pricing does not include administrative fees pertaining to certified payroll compliance or any additional fees to submit pay applications through a 3rd party software or portal. Client assumes all liability for accepting change orders due to associated fees.

Please see attached plans for detailed shade locations.

ALTERNATES, SUBSTITUTIONS, & VALUE ENGINEERING

SWFContract is the parent company of MechoShade and should be an approved substitute for projects that have specifications for MechoShade Systems.

INSTALLATION

Shades will be mounted to window frames unless otherwise specified.

LEAD TIMES

Please estimate 6 - 8 weeks for installation after final field measurements.

MOBILIZATIONS, TRIP, & MEASURING CHARGES

This bid includes 1 final field measure & 1 mobilization to install.

Additional trip charges to obtain measurements for projects that are not complete will be the contractors responsibility.

Extra trips for installation in rooms that aren't ready during the scheduled mobilization will incur additional charges.

Changes in plans, scope, and/or designs may result in additional charges.

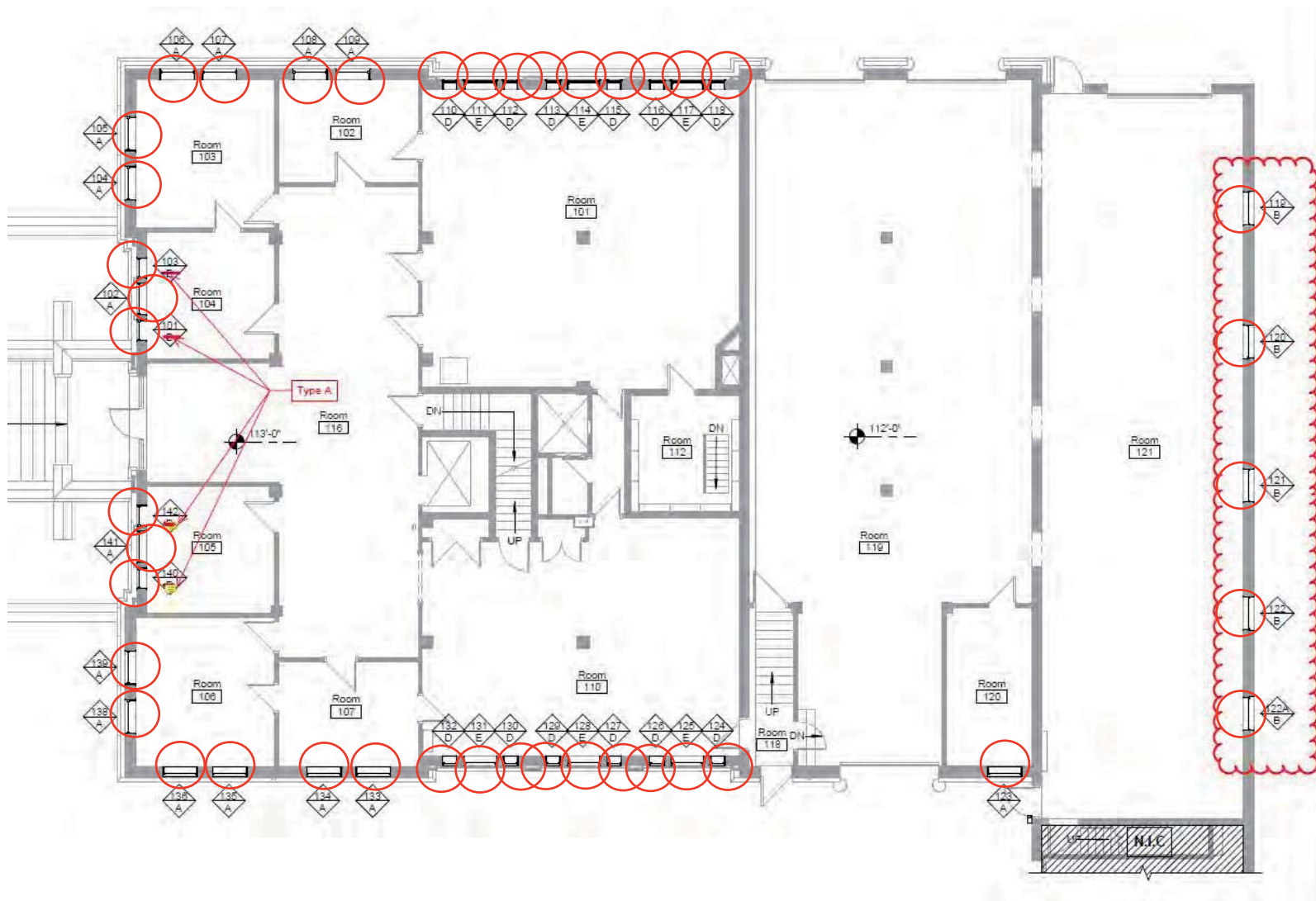
PRICING

Final color selection may affect pricing.

No Sales Tax is included.

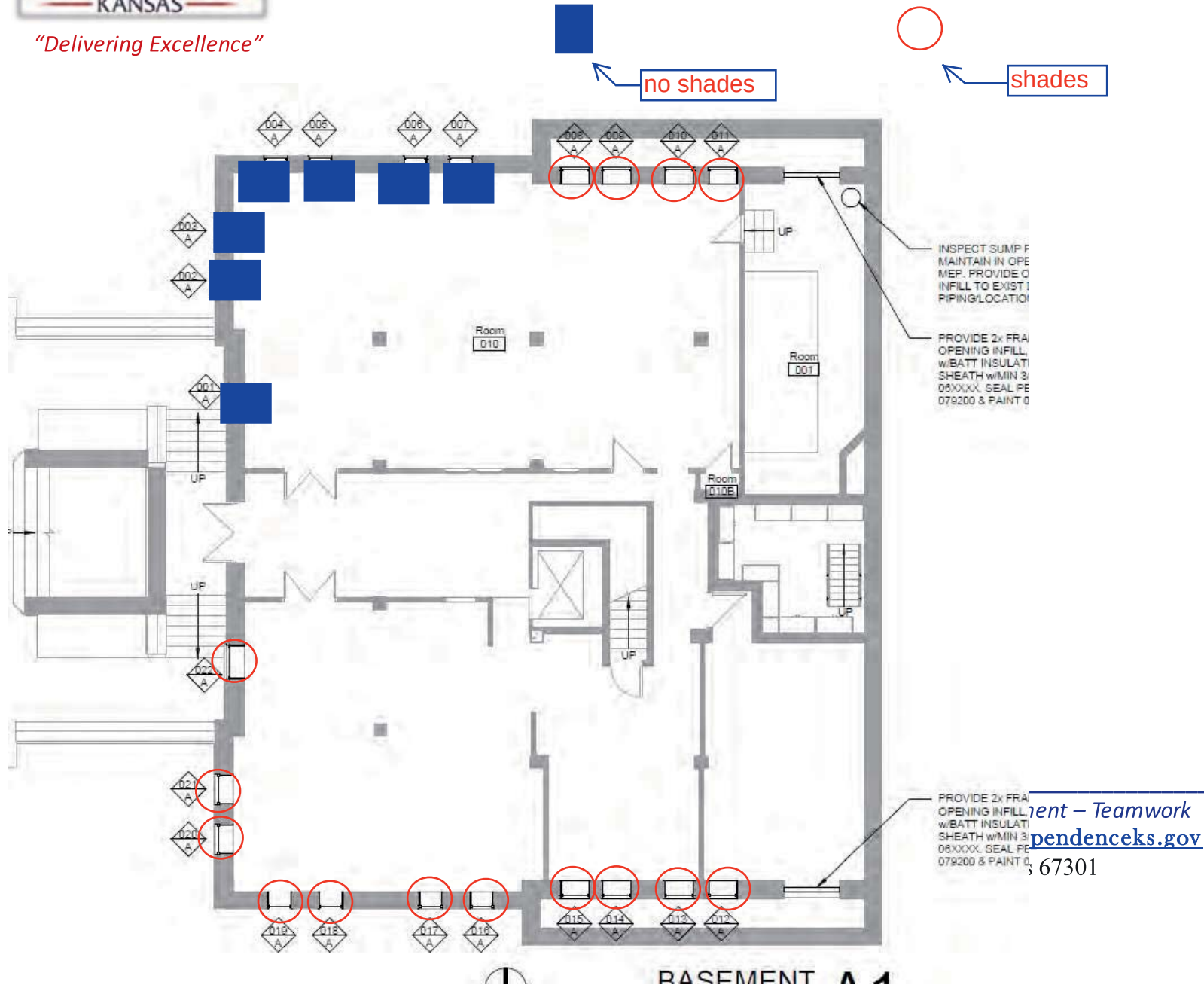


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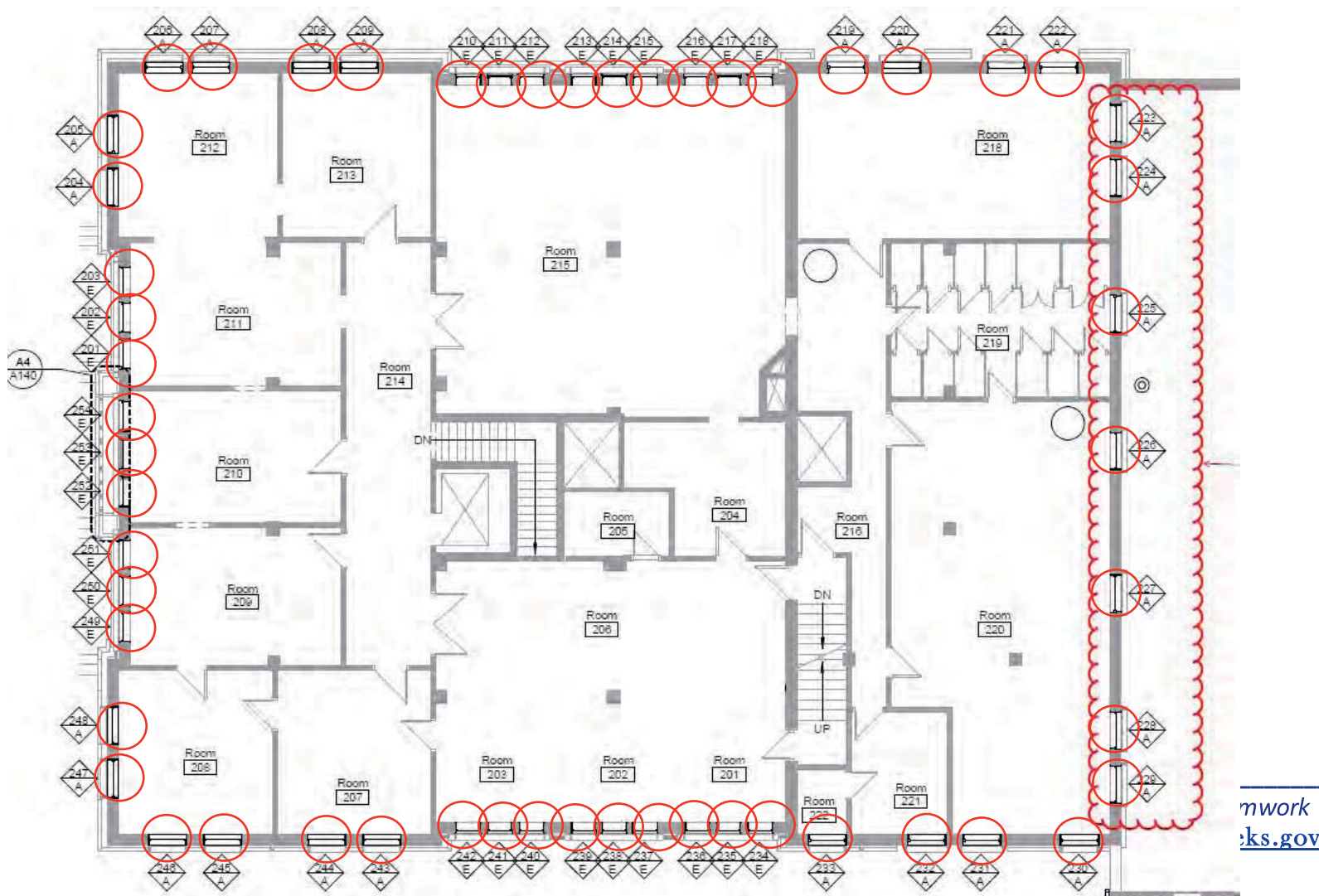
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67301

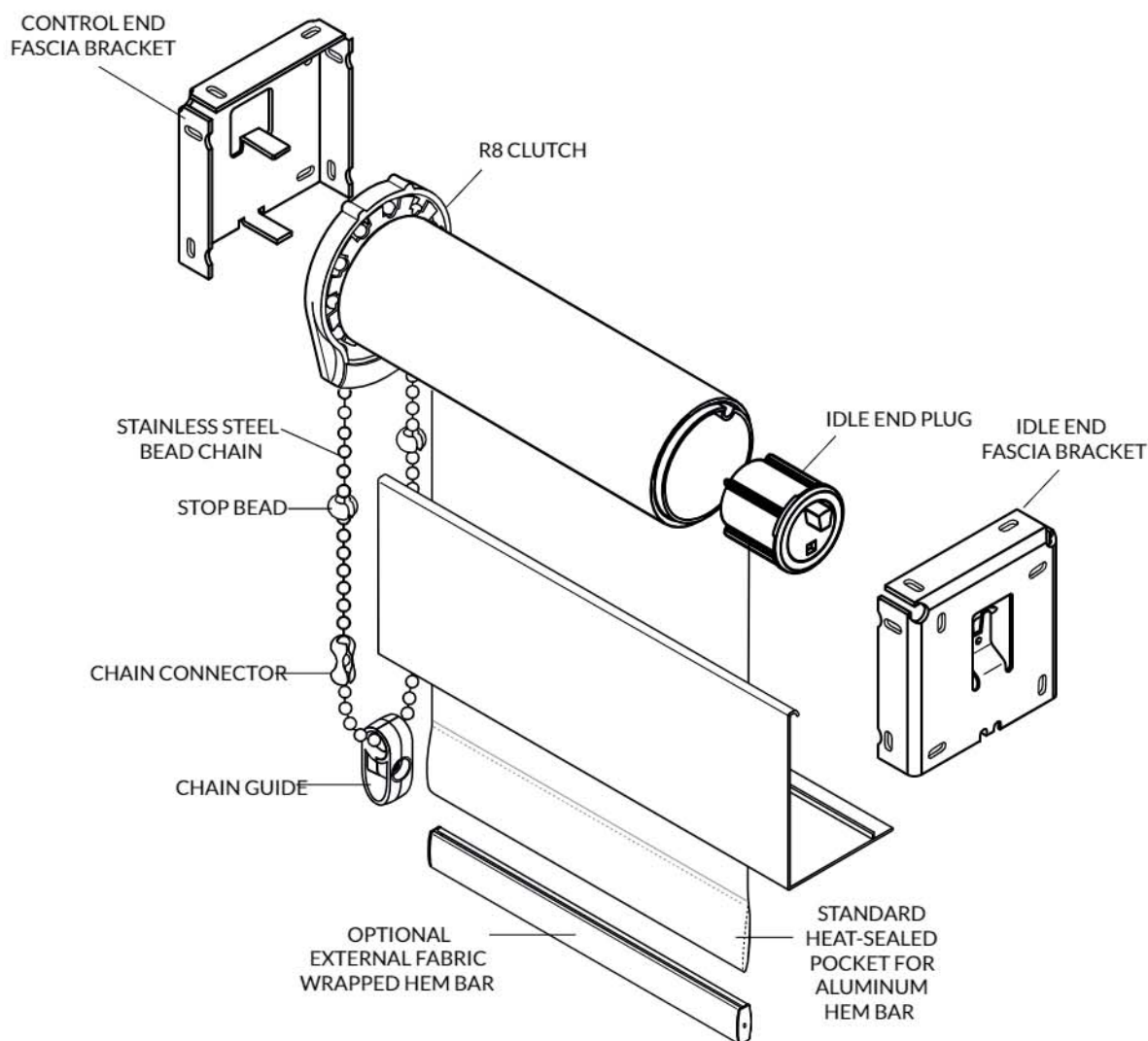


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R8 Manual Shade With Fascia



- R8 clutch system is available with a 1.5" tube.
- Roller tube is extruded T5 aluminum, engineered with a channel to accept fabric spline, making the shade panel easy to remove.
- Clutch mechanism is glass-reinforced polyester thermopolymer (PBT) for wear resistance, smooth operation, and corrosion resistance.
- Brackets are stamped steel and corrosion resistant. Available in powder coated white, vanilla, gray, and black.
- Shades are raised and lowered by means of a #10 stainless steel bead chain.
- Plastic bead chains are also available—colors include white, vanilla, gray, brown, and black.
- Hem bar is extruded aluminum and completely enclosed in a heat-sealed hem pocket.
- Optional external fabric wrapped hem bar is available in a maximum width of 12 feet. Colors include white, clear satin anodized, and bronze.
- 3" fascia measures 3" high with a 21/4" bottom lip and snaps onto 3" x 3" fascia bracket. 4" fascia and back fascia are also available. Available in white, vanilla, clear satin anodized, bronze, or black.
- Limited Lifetime Warranty

Crosshatch ^S

This fabric features a 2x2 thin basket weave pattern for a smooth, consistent look.

Fire Classification | NFPA 701

Railroading Available | Yes



SHADEDEFENSE™
Antimicrobial Protection



order free swatches &
up-to-date shade cloth information



Crosshatch^S Shade Cloth Properties

1%

Acoustic Performance | 0.40 – 0.60 NRC | 0.45 – 0.61 SAA

Mesh Weight | 14.19 – 15.34 oz/yd²

Fabric Thickness | 0.024 – 0.026 in

#	Name	Fabric Content	Solar Optical Properties				Single Shading Coefficient			Insulating Shading Coefficient		
			Ts	Rs	As	Tv	1/8CL	1/4CL	1/4HA	1/2CL	1CL	1HA
C7901	White	24% Polyester/76% VoP	20	75	3	15	0.27	0.28	0.29	0.26	0.27	0.23
C7902	Eggshell	25% Polyester/75% VoP	21	60	16	19	0.40	0.39	0.35	0.37	0.36	0.28
C7903	Linen	25% Polyester/75% VoP	11	55	34	6	0.40	0.39	0.35	0.38	0.37	0.28
C7904	Fog	25% Polyester/75% VoP	9	33	58	6	0.55	0.53	0.42	0.52	0.48	0.35
C7905	Smoke	21% Polyester/79% VoP	6	38	56	4	0.51	0.49	0.40	0.48	0.45	0.33
C7906	Steel Grey	24% Polyester/76% VoP	1	16	83	2	0.65	0.62	0.47	0.61	0.56	0.39
C7907	Ebony/Chocolate	21% Polyester/79% VoP	2	7	91	3	0.71	0.67	0.50	0.67	0.61	0.42
C7908	Ebony	21% Polyester/79% VoP	2	5	93	4	0.73	0.68	0.50	0.69	0.62	0.42

3%

Acoustic Performance | 0.15 – 0.50 NRC | 0.16 – 0.52 SAA

Mesh Weight | 13.57 – 14.75 oz/yd²

Fabric Thickness | 0.024 – 0.025 in

#	Name	Fabric Content	Solar Optical Properties				Single Shading Coefficient			Insulating Shading Coefficient		
			Ts	Rs	As	Tv	1/8CL	1/4CL	1/4HA	1/2CL	1CL	1HA
C8201	White	24% Polyester/76% VoP	22	72	6	18	0.30	0.31	0.31	0.28	0.29	0.24
C8202	Eggshell	18% Polyester/82% VoP	23	70	7	18	0.32	0.32	0.31	0.30	0.31	0.25
C8203	Linen	18% Polyester/82% VoP	12	53	35	7	0.42	0.41	0.36	0.39	0.38	0.29
C8204	Fog	18% Polyester/82% VoP	8	32	60	6	0.55	0.53	0.42	0.52	0.49	0.35
C8205	Smoke	21% Polyester/79% VoP	7	37	56	7	0.52	0.50	0.40	0.49	0.46	0.33
C8206	Steel Grey	24% Polyester/76% VoP	3	15	82	4	0.66	0.63	0.47	0.62	0.57	0.39
C8207	Ebony/Chocolate	21% Polyester/79% VoP	4	7	89	5	0.72	0.68	0.50	0.68	0.61	0.42
C8208	Ebony	21% Polyester/79% VoP	4	5	91	6	0.73	0.69	0.50	0.69	0.62	0.42

5%

Acoustic Performance | negligible

Mesh Weight | 12.71 – 13.57 oz/yd²

Fabric Thickness | 0.022 – 0.023 in

#	Name	Fabric Content	Solar Optical Properties				Single Shading Coefficient			Insulating Shading Coefficient		
			Ts	Rs	As	Tv	1/8CL	1/4CL	1/4HA	1/2CL	1CL	1HA
C8301	White	24% Polyester/76% VoP	25	70	5	22	0.33	0.33	0.32	0.30	0.31	0.25
C8302	Eggshell	16% Polyester/84% VoP	26	69	5	20	0.34	0.34	0.32	0.31	0.32	0.25
C8303	Linen	16% Polyester/84% VoP	14	52	34	10	0.43	0.42	0.36	0.40	0.39	0.29
C8304	Fog	16% Polyester/84% VoP	10	32	58	9	0.56	0.54	0.43	0.53	0.49	0.35
C8305	Smoke	21% Polyester/79% VoP	10	37	53	10	0.53	0.51	0.41	0.50	0.46	0.34
C8306	Steel Grey	24% Polyester/76% VoP	5	15	80	7	0.67	0.63	0.47	0.63	0.57	0.40
C8307	Ebony/Chocolate	21% Polyester/79% VoP	6	7	87	8	0.72	0.68	0.50	0.68	0.62	0.42
C8308	Ebony	21% Polyester/79% VoP	6	5	89	9	0.74	0.69	0.51	0.69	0.63	0.43

10%

Acoustic Performance | negligible

Mesh Weight | 11.65 – 12.69 oz/yd²

Fabric Thickness | 0.022 – 0.023 in

#	Name	Fabric Content	Solar Optical Properties				Single Shading Coefficient			Insulating Shading Coefficient		
			Ts	Rs	As	Tv	1/8CL	1/4CL	1/4HA	1/2CL	1CL	1HA
C8301	White	24% Polyester/76% VoP	25	70	5	22	0.33	0.33	0.32	0.30	0.31	0.25
C8302	Eggshell	16% Polyester/84% VoP	26	69	5	20	0.34	0.34	0.32	0.31	0.32	0.25
C8303	Linen	16% Polyester/84% VoP	14	52	34	10	0.43	0.42	0.36	0.40	0.39	0.29
C8304	Fog	16% Polyester/84% VoP	10	32	58	9	0.56	0.54	0.43	0.53	0.49	0.35
C8305	Smoke	21% Polyester/79% VoP	10	37	53	10	0.53	0.51	0.41	0.50	0.46	0.34
C8306	Steel Grey	24% Polyester/76% VoP	5	15	80	7	0.67	0.63	0.47	0.63	0.57	0.40
C8307	Ebony/Chocolate	21% Polyester/79% VoP	6	7	87	8	0.72	0.68	0.50	0.68	0.62	0.42
C8308	Ebony	21% Polyester/79% VoP	6	5	89	9	0.74	0.69	0.51	0.69	0.63	0.43

The solar optical properties are used to calculate the shading coefficient. The shading coefficient represents the percentage of solar heat gain that is transmitted to the interior through the glass and shading system.

Ts = Solar Transmittance
Rs = Solar Reflectance
As = Solar Absorptance
Tv = Visual Transmittance

1/8CL = 1/8" Clear Glass
1/4CL = 1/4" Clear Glass
1/4HA = 1/4" Heat Absorbing Glass

1/2CL = 1/2" Insulating Clear Glass
1CL = 1" Insulating Clear Glass
1HA = 1" Insulating Heat Absorbing Glass

Crosshatch^R

This fabric features a 2x2 thin basket weave pattern for a smooth, consistent look.

Fire Classification | NFPA 701

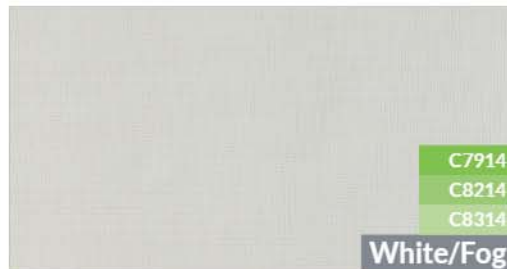
Railroading Available | Yes



SHADEDEFENSE™
Antimicrobial Protection



order free swatches &
up-to-date shade cloth information



Crosshatch[®] Shade Cloth Properties

1%

Acoustic Performance | 0.40 – 0.60 NRC | 0.45 – 0.61 SAA

Mesh Weight | 14.19 – 15.34 oz/yd²

Fabric Thickness | 0.024 – 0.026 in

#	Name	Fabric Content	Solar Optical Properties				Single Shading Coefficient			Insulating Shading Coefficient		
			Ts	Rs	As	Tv	1/8CL	1/4CL	1/4HA	1/2CL	1CL	1HA
C7909	White/Eggshell	24% Polyester/76% VoP	18	70	12	14	0.31	0.31	0.31	0.29	0.30	0.24
C7910	White/Cream	25% Polyester/75% VoP	15	66	19	9	0.33	0.33	0.32	0.31	0.31	0.25
C7911	White/Linen	24% Polyester/76% VoP	16	67	17	12	0.32	0.33	0.32	0.31	0.31	0.25
C7913	Linen/Fog	21% Polyester/79% VoP	8	47	45	6	0.45	0.44	0.37	0.43	0.41	0.30
C7914	White/Fog	21% Polyester/79% VoP	10	59	31	7	0.37	0.37	0.33	0.35	0.35	0.27
C7912	Eggshell/Fog	21% Polyester/79% VoP	9	59	32	7	0.37	0.36	0.33	0.35	0.34	0.27
C7915	Smoke/Platinum	24% Polyester/76% VoP	2	25	73	2	0.59	0.56	0.44	0.56	0.52	0.36
C7916	Chocolate/Linen	24% Polyester/76% VoP	1	20	79	1	0.62	0.59	0.45	0.59	0.54	0.38
C7917	Ebony/Linen	21% Polyester/79% VoP	2	13	85	3	0.67	0.64	0.48	0.64	0.58	0.4
C7918	Ebony/Stone	21% Polyester/79% VoP	2	12	86	3	0.68	0.64	0.48	0.64	0.58	0.4

3%

Acoustic Performance | 0.15 – 0.50 NRC | 0.16 – 0.52 SAA

Mesh Weight | 13.57 – 14.75 oz/yd²

Fabric Thickness | 0.020 – 0.025 in

#	Name	Fabric Content	Solar Optical Properties				Single Shading Coefficient			Insulating Shading Coefficient		
			Ts	Rs	As	Tv	1/8CL	1/4CL	1/4HA	1/2CL	1CL	1HA
C8209	White/Eggshell	24% Polyester/76% VoP	21	68	11	17	0.33	0.33	0.32	0.31	0.31	0.25
C8210	White/Cream	18% Polyester/82% VoP	15	65	20	10	0.34	0.34	0.32	0.32	0.32	0.25
C8211	White/Linen	24% Polyester/76% VoP	18	66	16	15	0.34	0.34	0.32	0.32	0.32	0.25
C8213	Linen/Fog	21% Polyester/79% VoP	9	48	43	7	0.45	0.43	0.37	0.42	0.4	0.3
C8214	White/Fog	21% Polyester/79% VoP	12	58	30	10	0.38	0.38	0.34	0.36	0.35	0.27
C8212	Eggshell/Fog	21% Polyester/79% VoP	11	58	31	10	0.38	0.37	0.34	0.36	0.35	0.27
C8215	Smoke/Platinum	24% Polyester/76% VoP	5	28	67	6	0.58	0.55	0.43	0.55	0.51	0.36
C8216	Chocolate/Linen	24% Polyester/76% VoP	4	24	72	5	0.6	0.57	0.44	0.57	0.52	0.37
C8217	Ebony/Linen	21% Polyester/79% VoP	4	13	83	6	0.68	0.64	0.48	0.64	0.58	0.4
C8218	Ebony/Stone	21% Polyester/79% VoP	4	12	84	5	0.69	0.65	0.48	0.65	0.59	0.4

5%

Acoustic Performance | negligible

Mesh Weight | 12.71 – 13.57 oz/yd²

Fabric Thickness | 0.024 – 0.025 in

#	Name	Fabric Content	Solar Optical Properties				Single Shading Coefficient			Insulating Shading Coefficient		
			Ts	Rs	As	Tv	1/8CL	1/4CL	1/4HA	1/2CL	1CL	1HA
C8309	White/Eggshell	24% Polyester/76% VoP	24	67	9	21	0.35	0.35	0.33	0.32	0.32	0.26
C8310	White/Cream	16% Polyester/84% VoP	18	65	17	13	0.34	0.35	0.32	0.32	0.33	0.26
C8311	White/Linen	24% Polyester/76% VoP	21	65	14	18	0.35	0.35	0.33	0.33	0.33	0.26
C8313	Linen/Fog	21% Polyester/79% VoP	12	45	43	11	0.47	0.46	0.38	0.45	0.43	0.31
C8314	White/Fog	21% Polyester/79% VoP	14	57	29	13	0.39	0.39	0.35	0.37	0.36	0.28
C8312	Eggshell/Fog	21% Polyester/79% VoP	14	55	31	13	0.41	0.4	0.35	0.38	0.37	0.28
C8315	Smoke/Platinum	24% Polyester/76% VoP	6	26	68	8	0.59	0.57	0.44	0.56	0.52	0.37
C8316	Chocolate/Linen	24% Polyester/76% VoP	6	22	72	8	0.62	0.59	0.45	0.59	0.54	0.38
C8317	Ebony/Linen	21% Polyester/79% VoP	6	14	80	9	0.68	0.64	0.48	0.64	0.58	0.4
C8318	Ebony/Stone	21% Polyester/79% VoP	6	12	82	8	0.69	0.65	0.48	0.65	0.59	0.41

The solar optical properties are used to calculate the shading coefficient. The shading coefficient represents the percentage of solar heat gain that is transmitted to the interior through the glass and shading system.

Ts = Solar Transmittance
Rs = Solar Reflectance
As = Solar Absorptance
Tv = Visual Transmittance

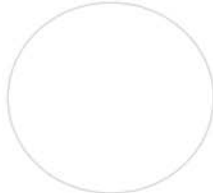
1/8CL = 1/8" Clear Glass
1/4CL = 1/4" Clear Glass
1/4HA = 1/4" Heat Absorbing Glass

1/2CL = 1/2" Insulating Clear Glass
1CL = 1" Insulating Clear Glass
1HA = 1" Insulating Heat Absorbing Glass

Solar Fascia, Channel, Plate, and Pocket Accessory Options



970 Vanilla



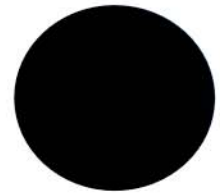
871 White



875 Clear Anodized



876 Bronze



939 Black

AVAILABLE COLORS

Pro Series: 871 White | 875 Clear Anodized | 939 Black

True Performance: 970 Vanilla | 871 White | 875 Clear Anodized | 876 Bronze | 939 Black

R Series: 970 Vanilla | 871 White | 875 Clear Anodized | 876 Bronze | 939 Black

Vanilla, White, Bronze, and Black are powder-coated painted finishes that meet AAMA 2603 specification.
Optional color-coordinated fascia end caps are available.

Note: Colors shown are for illustration purposes only. Fascia color selectors are available for order. Go to swfcontract.com, log in and click My Account, then Order Entry to get started.

	VANILLA	WHITE	CLEAR ANODIZED	BRONZE	BLACK
TRUE PERFORMANCE & R SERIES FASCIA	x	x	x	x	x
PRO SERIES FASCIA		x	x		x
BLACKOUT CHANNEL	x	x	x	x	x
CLOSURE PLATE		x	x	x	
POCKET		x	x	x	
DUAL SHADE POCKET		x			

DESIGN OPTIONS

Pro Series Fascia

- Standard
- Extended
- Dual

Available in White,
Clear Anodized and Black

True Performance & R Series Fascia

- 3" Fascia Manual
- 4" Fascia Manual
- 4.25" Fascia Motorized
- 7.5" Fascia Motorized

Available in all colors

Closure Plate

- 2" Closure Plate
- 3" Closure Plate
- 5" Closure Plate

Available in White,
Clear Anodized, and Bronze

Blackout Channel

- Side Channel
- Sill Channel
- Center Channel

Available in all colors

Pocket

- 4.75" x 5" Pocket without Tile Support
- 4.75" x 5" Pocket with tile Support
- 4.75" x 5" End Cap

Available in White, Clear Anodized, and Bronze

Dual Shade Pocket

- 7.5" x 8" Pocket without Tile Support
- 7.5" x 8" Pocket with Tile Support

Available in White

Mecho®/5 System

Sets the standard for quality and performance

Mecho/5 is the only complete hardware-and-shadecloth system with a twenty-five year Limited Warranty including 100% replacement and no depreciation over the life of the warranty.

When installed with EcoVeil® shadecloth, the Mecho/5 system is the only Cradle to Cradle Bronze™ certified window-shading system in the U.S.

For multi-banded applications, Mecho's adjustable shade coupler is included to speed the installation process and ensure precise, even and consistent shade heights and eliminate hembar misalignment.



Features

- Patented technology allows for a smooth and consistent experience
- Mecho/5 durability is built for commercial applications
- Single or double-shade bracket options
- Smooth and quiet operation
- Works with large shades and multibanding without motorization, saving time and money
- A patented, overrunning-clutch-drive system
- An oil-impregnated, self-lubricating, large-diameter sprocket
- Fast, easy installation
- Field-tested and performance-proven reliability from hundreds of thousands of installations



(718) 729-2020
mechoshade.com

SoHo

~~1% open~~
1100 series

3% open
1600 series

5% open
1900 series

This collection features thin, finely woven yarns in a 2 x 2 basket weave pattern with a soft hand and smooth texture to create elegant solutions for any project.

Fire Classification | NFPA 701

Railroading Available | Yes

Bacteria & Fungal Resistance | ASTM G21 & ASTM E2180



order free swatches &
up-to-date shade cloth information



White
1101 | 1601 | 1901



Silver
1106 | 1606 | 1906



Corn silk
1102 | 1602 | 1902



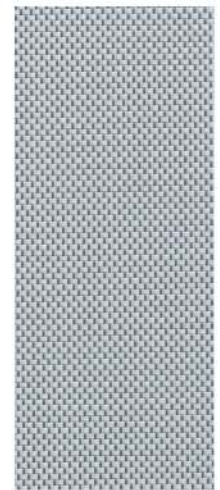
Sand
1104 | 1604 | 1904



Light Grey
1103 | 1603 | 1903



Dove Grey
1105 | 1605 | 1905



Silver Birch
1119 | 1619 | 1919



Nickel
1110 | 1610 | 1910



Slate
1116 | 1616 | 1916



Smoke
1115 | 1615 | 1915



Onyx Tweed
1117 | 1617 | 1917



Charcoal
1112 | 1612 | 1912



Mocha
1122 | 1622 | 1922



Black Brown
1118 | 1618 | 1918



SoHo Shade Cloth Properties

1% open 1100 series

#	Name	Fabric Content	Solar Optical Properties				Single Shading Coefficient			Insulating Shading Coefficient		
			Ts	Rs	As	Tv	1/8CL	1/4CL	1/4HA	1/2CL	1CL	1HA
1101	White	76% PVC / 24% Polyester	19	64	17	15	0.35	0.35	0.33	0.33	0.33	0.26
1106	Silver	76% PVC / 24% Polyester	11	54	35	6	0.41	0.40	0.35	0.39	0.37	0.29
1102	Cornsilk	76% PVC / 24% Polyester	18	61	21	13	0.37	0.37	0.34	0.35	0.35	0.27
1104	Sand	76% PVC / 24% Polyester	11	52	37	5	0.42	0.41	0.36	0.40	0.38	0.29
1103	Light Grey	76% PVC / 24% Polyester	11	49	40	7	0.44	0.43	0.37	0.42	0.40	0.30
1105	Dove Grey	76% PVC / 24% Polyester	6	46	48	2	0.45	0.44	0.37	0.43	0.41	0.31
1119	Silver Birch	76% PVC / 24% Polyester	4	38	58	2	0.70	0.58	0.56	0.48	0.45	0.33
1110	Nickel	76% PVC / 24% Polyester	2	27	71	1	0.57	0.55	0.43	0.55	0.51	0.36
1116	Slate	76% PVC / 24% Polyester	2	26	72	1	0.58	0.56	0.43	0.55	0.51	0.36
1115	Smoke	76% PVC / 24% Polyester	1	17	82	1	0.64	0.61	0.46	0.61	0.56	0.39
1117	Onyx Tweed	76% PVC / 24% Polyester	1	20	79	1	0.62	0.59	0.45	0.59	0.54	0.38
1112	Charcoal	76% PVC / 24% Polyester	1	10	89	1	0.69	0.65	0.48	0.65	0.59	0.41
1122	Mocha	76% PVC / 24% Polyester	1	9	90	1	0.69	0.66	0.49	0.66	0.60	0.41
1118	Black Brown	76% PVC / 24% Polyester	1	5	94	0	0.73	0.68	0.50	0.68	0.62	0.42

Acoustic Performance
0.60 NRC, 0.64 SAA

Mesh Weight
14.70 oz/yd²

Fabric Thickness
0.026 in

3% open 1600 series

#	Name	Fabric Content	Solar Optical Properties				Single Shading Coefficient			Insulating Shading Coefficient		
			Ts	Rs	As	Tv	1/8CL	1/4CL	1/4HA	1/2CL	1CL	1HA
1601	White	76% PVC / 24% Polyester	22	63	15	18	0.37	0.37	0.34	0.35	0.34	0.27
1606	Silver	76% PVC / 24% Polyester	14	51	36	8	0.44	0.43	0.37	0.41	0.40	0.30
1602	Cornsilk	76% PVC / 24% Polyester	21	60	19	18	0.39	0.39	0.35	0.36	0.36	0.28
1604	Sand	76% PVC / 24% Polyester	13	50	36	8	0.44	0.43	0.37	0.41	0.40	0.30
1603	Light Grey	76% PVC / 24% Polyester	15	47	38	12	0.47	0.45	0.38	0.44	0.42	0.31
1605	Dove Grey	76% PVC / 24% Polyester	9	43	48	5	0.48	0.46	0.39	0.45	0.43	0.32
1619	Silver Birch	76% PVC / 24% Polyester	8	38	54	7	0.51	0.50	0.40	0.49	0.46	0.33
1610	Nickel	76% PVC / 24% Polyester	4	29	67	4	0.56	0.45	0.43	0.54	0.50	0.35
1616	Slate	76% PVC / 24% Polyester	5	30	65	6	0.56	0.54	0.42	0.53	0.49	0.35
1615	Smoke	76% PVC / 24% Polyester	3	18	79	4	0.64	0.61	0.46	0.61	0.55	0.39
1617	Onyx Tweed	76% PVC / 24% Polyester	3	23	74	3	0.61	0.58	0.45	0.57	0.53	0.37
1612	Charcoal	76% PVC / 24% Polyester	3	9	88	5	0.70	0.66	0.49	0.66	0.60	0.41
1622	Mocha	76% PVC / 24% Polyester	3	9	88	4	0.70	0.66	0.49	0.66	0.60	0.41
1618	Black Brown	76% PVC / 24% Polyester	2	5	93	2	0.73	0.68	0.50	0.69	0.62	0.42

Acoustic Performance
0.25 NRC, 0.29 SAA

Mesh Weight
13.50 oz/yd²

Fabric Thickness
0.024 in

5% open 1900 series

#	Name	Fabric Content	Solar Optical Properties				Single Shading Coefficient			Insulating Shading Coefficient		
			Ts	Rs	As	Tv	1/8CL	1/4CL	1/4HA	1/2CL	1CL	1HA
1901	White	76% PVC / 24% Polyester	24	62	14	22	0.38	0.38	0.34	0.36	0.35	0.27
1906	Silver	76% PVC / 24% Polyester	17	51	33	12	0.45	0.44	0.37	0.42	0.40	0.30
1902	Cornsilk	76% PVC / 24% Polyester	23	59	18	21	0.40	0.40	0.35	0.37	0.37	0.28
1904	Sand	76% PVC / 24% Polyester	17	49	33	12	0.46	0.44	0.38	0.43	0.41	0.30
1903	Light Grey	76% PVC / 24% Polyester	17	47	36	17	0.47	0.46	0.38	0.44	0.42	0.31
1905	Dove Grey	76% PVC / 24% Polyester	12	44	45	7	0.48	0.46	0.39	0.45	0.43	0.32
1919	Silver Birch	76% PVC / 24% Polyester	9	38	53	9	0.51	0.50	0.40	0.49	0.46	0.33
1910	Nickel	76% PVC / 24% Polyester	7	28	65	8	0.58	0.56	0.43	0.55	0.51	0.36
1916	Slate	76% PVC / 24% Polyester	7	28	65	8	0.58	0.56	0.43	0.55	0.51	0.36
1915	Smoke	76% PVC / 24% Polyester	6	18	76	8	0.61	0.64	0.47	0.61	0.56	0.39
1917	Onyx Tweed	76% PVC / 24% Polyester	5	21	74	5	0.63	0.59	0.45	0.59	0.54	0.38
1912	Charcoal	76% PVC / 24% Polyester	5	9	86	8	0.70	0.67	0.49	0.67	0.60	0.41
1922	Mocha	76% PVC / 24% Polyester	5	9	86	6	0.70	0.67	0.49	0.67	0.60	0.41
1918	Black Brown	76% PVC / 24% Polyester	4	5	91	4	0.73	0.69	0.50	0.69	0.62	0.42

Acoustic Performance
Negligible

Mesh Weight
12.68 oz/yd²

Fabric Thickness
0.024 in

The solar optical properties are used to calculate the shading coefficient. The shading coefficient represents the percentage of solar heat gain that is transmitted to the interior through the glass and shading system.

Ts = Solar Transmittance
Rs = Solar Reflectance
As = Solar Absorptance
Tv = Visual Transmittance

1/8CL = 1/8" Clear Glass
1/4CL = 1/4" Clear Glass
1/4HA = 1/4" Heat Absorbing Glass

1/2CL = 1/2" Insulating Clear Glass
1CL = 1" Insulating Clear Glass
1HA = 1" Insulating Heat Absorbing Glass

Fascia Colors



Alabaster



Black



Clear Anodized



Colonial White



Grey



Quaker Bronze



White

WARRANTY INFORMATION

SPRINGS WINDOW FASHIONS LIMITED WARRANTY

WHAT IS COVERED

The product is warranted against defects in materials or workmanship for the time period specified below, provided that the product was properly installed, the product was made or assembled exclusively from Springs Window Fashions' materials and components, and all Springs Window Fashions' recommendations were followed with regard to limitations and specifications. This warranty extends only to you as the original purchaser of the product.

LIMITED LIFETIME WARRANTY

- Cellular shades
- Roller shades
- Solar shades
- Roman shades
- Natural shades
- Pleated shades (with looped tape)
- Sheer shades
- Layered shades
- Wood blinds
- Faux wood blinds
- Composite blinds
- Wood shutters
- Composite shutters
- Sliding panels
- 1" and 2" aluminum horizontal blinds
- 2" vinyl horizontal blind headrails and components
- Vertical blind headrails, channel panels, and sheer fabric
- Painted and stained valances
- Painted and stained cornice
- Ladders and cloth tapes

FIVE-YEAR WARRANTY

- Motorized components and accessories (batteries not included)
- Exterior solar shades
- Draperies
- Fabric covered cornices and valances
- Fabric tailored shades and accessories

THREE-YEAR WARRANTY

- Operating cords
- Pleated shades (without looped tape)
- 2" vinyl horizontal blind slats
- Vertical blind vanes

WHAT IS NOT COVERED

- Unfinished cornices, valances, or Palladian shelves
- Normal wear and tear, including:
 - » Loss of color intensity, discoloration, fading, cracking or yellowing caused by long exposure to direct sunlight
 - » Slight color variation
 - » Natural variations in color or grain of wood
 - » Natural variations, cracking, splitting, twisting, bowing, shrinking, or stretching of organic material used in natural shades
 - » Slight warpage of wood blinds or shutters; excessive warpage of wood blinds or shutters caused by moisture or high humidity
 - » Exterior solar shades damage caused by inclement weather, windy conditions, coastal/salt conditions, pressure washing, or exposure to chemicals including chlorine
 - » Shutters damage caused by improper maintenance including sanding, improper washing, and use of razor blades or sealants

» Fabric damage caused by abuse, accidents, alterations, misuse, or failure to follow measuring/installation/use/cleaning maintenance instructions

WARRANTY OBLIGATIONS

The obligations of Springs Window Fashions are limited to the replacement or repair of parts or products found to be defective. If repairs are made under this warranty, the repairs will be made with like or similar parts. It is at the sole discretion of Springs Window Fashions to determine whether product will be replaced or repaired.

Springs window fashions is not responsible for shipping costs or labor costs, for measuring and taking the product down, or for re-measuring or reinstalling the product.

SWF may defer actions on any claim for warping for a period of up to twelve (12) months from the date of the claim in order to permit acclimating to humidity and temperature conditions.

Warranty coverage applies to defective product only. Other window coverings in the room/household will not be replaced.

SERVICE

To learn more about warranty claims, contact customer service at 1-800-221-6352 or windowfashions@springswindowfashions.com.

Warranty claims must be accompanied by the original sales receipt as well as details regarding the nature of the problem, location of the product, etc. Warranty claims may be submitted to the Customer Service Center at:

Customer Service Center
Springs Window Fashions, LLC
8467 Route 405 Highway South
PO Box 500
Montgomery, PA 17752-0500

THIS WARRANTY IS EXCLUSIVE AN IN LIEU OF ALL OTHER WRITTEN OR ORAL WARRANTIES OR OBLIGATIONS AND LIABILITIES. THE DURATION OF ANY IMPLIED WARRANTIES FOR ANY PRODUCT IS LIMITED IN DURATION TO THE WARRANTY TERM APPLICABLE TO SUCH PRODUCT AS SET FORTH ABOVE.

SPRINGS WINDOW FASHIONS SHALL HAVE NO LIABILITY WHATSOEVER FOR INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

Some states do not allow the exclusion or limitation of incidental, punitive, or consequential damages, so this limitation or exclusion may not apply to you.

No person is authorized to extend or alter this warranty.

Mecho Lifetime Limited Warranty

From the Warranty portion of the MechoShade Systems, LLC General Terms and Conditions of Sale/Warranty (Interior Products)

MechoSystems (MS) Warranty is for the use of MS's products for interior spaces only and is not warranted for exterior use or installation unless specifically indicated by, but not limited to, MS's published information, its website, Order Acknowledgment, and/or published literature.

Please see MS's Terms and Conditions for any additional information. The Terms and Conditions between the Buyer and MS constitute the entire agreement between MS and the Buyer and MS and the Buyer's customers. No other representations or warranties shall be binding against MS.

MS warrants to the original Buyer and those Transferees specifically authorized herein that its products are free of manufacturing defects in factory materials or workmanship for the following specified warranty periods:

Hardware, Accessories, and Shade cloth

MS Warranty is for the range of standard-size shades as indicated in MS's published Price List or website.

MS does not extend its Warranty to a Dealer or similar entity who brokers the product to another Dealer or similar entity. There is no restriction on the transfer of the Warranty to the main, general, or interior contractor, or owner in accordance with its interests when provided by the original Buyer from MS.

An MS Warranty applies to MS products fabricated by MechoShade Systems, LLC Lifetime Limited Warranty is defined to be the life of the project for which it was originally purchased, not to exceed 25 years from the date of shipment for specified products only. Warranty for unnamed hardware and fabrics shall not exceed 10 years from date of shipment. Warranty for unnamed electronics shall not exceed five years.

All warranties shall be from date of shipment, within published standard-fabricated size shades only. All shades larger than MS's published shade sizes in any one direction are deemed to be Monumental shades and/or high-bay shades if mounted 20 ft. (6.09m) or more from the finished floor.

Warranty Timelines

Mecho®/5, Mecho®/5x, Mecho®/7, and ElectroShade® hardware with ThermoVeil®, EuroVeil®, EuroTwill®, Soho®, Equinox, Chelsea and Classic Blackout shade cloth – 25 years.

Unnamed MS products are warranted for 10 years against manufacturing defects.

Mecho shade cloth - 25 years.

Customer's Own Material (COM) and COM shade cloths are not warranted.

COM fabrics are not warranted.

The bead chain in all manual systems as a fail-safe component – not included in any MS Warranty.

Mecho UrbanShade® hardware with ThermoVeil, EuroVeil, EuroTwill, Equinox, and Classic Blackout shade cloth – 10 years.

MagnaShade® – 10 years with specifically approved MS shade cloth, fabricated by MS. Not included in any other manufacturers' shade cloth.

The MagnaShade System requires cleaning of the cradle at least once each year to clear it of particulates that may accumulate over time.

MagnaShade hardware by others – 10 years.

MagnaShade shade-band fabrication by others – not warranted by MS.

ShadeLoc is covered by a ten-year warranty on hardware and shade cloth and a five-year warranty on motors and electronics from the date of shipment, guaranteeing 100% replacement of defective products.

Custom Printed Shade Cloth - 5 years.

Controls, Electrical, Electronic Accessories, and Motors

Mecho motors warranty is 10 years from date of shipment.

Somfy motors warranty is 5 years from date of shipment.

Power panels iQ/MLC2 Mecho Switches - 10 year warranty.

Somfy controls and accessories - 5 year warranty.

NuLEDs SpiceBox, keypads, sensors and associated lighting products – 5 year warranty.

MS reserves the right to provide refurbished replacement motors and electronics under warranty which shall be warranted to the end of the term of the original purchase warranty.



Mecho Lifetime Limited Warranty

Software and Automated Systems

MS automation-hardware warranty shall be five years from date of purchase.

Electronic components are warranted to be free of manufacturing defects for five years.

Software is warranted against material defects.

Software modified for a specific project might have project-specific warranties.

SolarTrac® Automated System: Technical support to fine-tune configuration requires IP access during normal MS business hours (EST/EDST).

SolarTrac: 1 year warranty + complementary technical support to fine-tune configuration online commences after a project's substantial completion for 1 year. A Software Maintenance Agreement can be established in order to provide additional technical support beyond this point. Please contact automation@mechoshade.com for questions.

NuLEDs Appio PoE software: Complementary technical support to fine-tune configuration online commences after a project's substantial completion for 1 year.

SolarTrac and System Training: In order for the MS Warranty to be in full force and effect, the Buyer and/or User shall provide appropriately educated staff for an end-to-end commissioning/training period of two full days for certification and operation of MS Automation and Control Systems from the motors to the central server, and one full day for education on the operation SolarTrac for the warranty to be in full force and effect for the operating system.

Service and maintenance of the computer hardware is the responsibility of the Buyer or User.

MS recommends annual service and review of the hardware and connectivity of all manual and motorized shades for the MS Warranty to be in full force and effect.

MS recommends a multi-year software service agreement to keep the Warranty in full force and effect – all in accordance with MS's Terms and Conditions.

The MS Limited Warranties are exclusive and in lieu of all other warranties, whether written, oral, or implied (including any implied warranty of merchantability, fitness for a particular purpose, or otherwise).

Monumental shades are defined to be all shades where any one dimension of the shadeband is larger than MS's published list of fabricated-shade sizes or 20 ft. (6.09m), whichever is greater. High-bay shades are deemed to be all shades mounted 20 ft. (6.09m) or more from the floor. The MS Warranty for Monumental/high-bay shades shall be limited to 10 years for hardware and shade cloth, and five years for motors and electronics. If any part of an MS product (except for images or artwork on shade cloths) is

found, in the reasonable judgment of MS, to be defective in factory materials or workmanship during the above-prescribed warranty periods, MS will repair or replace the defective part at MS's option. Repair or replacement under this Warranty does not include shipping, labor or costs for installation, reinstallation, or removal of MS products, parts, or components. This Warranty extends only to the original Buyer of MS products that have been installed by an authorized MS Dealer representative. MS shall be promptly notified of all complaints or claimed product defects with sufficient time for MS to inspect the product on site or at the dealer's facility. Removal of the product and/or original packaging prior to MS and insurance inspection, without written approval from MS and/or from the insurer, might, at MS and insurer's option, cancel all warranties and invalidate claims to MS and/or the insurer.

Exterior Shades

Shades mounted to the exterior of a building and/or exposed to outdoor environmental conditions are excluded from this Warranty and will be subject to a specific Warranty that may be written for a specific project.

Exclusions

Mecho is not an installation company, and therefore relies on others to ensure the proper application of our product in the field relative to site conditions, external forces, obstructions and/or building environmental conditions in general that may affect the proper selection and operation of our product. This Warranty does not apply if any of the following exclusions exist:

Defects or damage caused by, arising out of or related to the installation of the product.

Defects or damage caused by, arising out of or related to onsite conditions that impact shade operation which were not brought to Mecho's attention through specifications, submittals, RFI's or RFQ's prior to quoting and subsequently fulfilling the ordered solution.

The product has been subject to misuse, abuse, neglect, negligence, and/or accident, or has been operated in any manner contrary to MS's operating instructions or specifications.

Damages or conditions have resulted from improper cleaning, maintenance, care, or repair of the product.

The product has been improperly installed or not installed according to MS's guidelines or specifications.

MS's written instructions for wiring components, installation, or wiring of electrical connections have not been followed.



Mecho Lifetime Limited Warranty

The product has been used to perform functions or has been operated in a manner contrary to its design or otherwise has been used in a manner contrary to or in excess of MS's specifications, drawings, or instructions.

The product has been used with electrical accessories or parts (such as switches, relays, or other accessory components) that have not been previously approved in writing by the MS Engineering Department.

If any electrical accessories and/or other components have been used in disregard to the basic wiring diagram for which they were designed.

Failure to comply with all of MS's written instructions and specifications.

Repairs have been made necessary from normal wear of the product or by use of parts or accessories, which are either incompatible with the product or otherwise adversely affect its operation, performance, or durability.

In the event of a claim of faulty products installed or not installed, the Buyer shall promptly notify MS and provide access to the work and provide a written claim of faulty product. MS reserves the right to remove, repair and/or replace at its unilateral discretion. The Buyer is not authorized to provide services of any kind and revert to MS without written approval from an authorized officer of MS. MS has final right of refusal.

The product is used for non-interior applications or otherwise exposed to outdoor environmental conditions.

MS requires that the Buyer license or own the right to reproduce all images or artwork, photographs, and other intellectual property provided by the Buyer, its agents, or customers. The Buyer shall indemnify, defend, and hold harmless MS, its imaging supplier, its employees and officers against any claims or actions for alleged or actual copyright or trademark infringement or any other claims resulting from reproduction of the images or artwork in any form or any other use of the images or artwork by the Buyer, MS, its imaging supplier, or other Third Parties.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE). MS SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE IN THEIR ENTIRETY. MS'S OBLIGATION UNDER THIS WARRANTY IS STRICTLY AND EXCLUSIVELY LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS AS HEREIN DESCRIBED, AND MS DOES NOT ASSUME (OR AUTHORIZE ANYONE TO ASSUME FOR MS) ANY OTHER OBLIGATION, WHETHER WRITTEN, ORAL, OR IMPLIED. NOTWITHSTANDING ANY OTHER REPRESENTATIONS OR AGREEMENTS BY ANY PARTY OR NON-PARTY, WHETHER WRITTEN, ORAL, OR IMPLIED.

MS ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE TO THE ORIGINAL BUYER OR ANY OTHER PARTY OR NON-PARTY FOR ANY PERSONAL INJURY, LOSS, OR DAMAGE, WHETHER DIRECT, LIQUIDATED, INCIDENTAL, OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO THE LABOR OR COSTS RELATED TO THE ACCESS TO THE WORK, REPLACEMENT OF A DEFECTIVE PRODUCT OR PARTS OR INSTALLATION, REINSTALLATION, OR REMOVAL OF SUCH PRODUCT OR PARTS, EXPENSE OF RETURNING A PRODUCT OR PART TO MS OR ITS AUTHORIZED DEALER OR THE EXPENSE OF RETURNING IT TO THE ORIGINAL BUYER, LOSS OR DAMAGE TO PERSONAL OR REAL PROPERTY, LOSS OF REVENUE, LOSS OF THE USE OF THE PRODUCT, LOSS OF TIME, OR INCONVENIENCE.

This Warranty gives the original Buyer and those Transferees specifically authorized herein, specific legal rights, and the original Buyer may also have other rights, which vary from state to state. All costs related to installation and reinstallation of the MS equipment covered by this Warranty are not the responsibility of MS. MS will not be responsible for any consequential or liquidated damages during or following the installation procedures, regardless of agreements required by or made by others. Before use, the Buyer and/or the ultimate User shall determine that the product is suitable for the intended application, and the User assumes all risks and liability in connection therewith. Product specifications can be obtained by contacting MS or an authorized MS Dealer.

This Warranty may only be changed or modified with the express, written consent of a MS corporate officer so authorized. Any removals, modifications, or changes to the System due to changes in the Tenant occupancy must be reviewed and approved by MS and the work performed by an authorized MS representative pursuant to a valid, written contract, dealer-representative agreement with MS. If the Buyer resells any MS products, the sale shall include all of the Terms and Provisions of this Warranty in such resale.

MS's responsibility to any such Third Party shall be no greater than MS's responsibility under the Warranty to the original Buyer.



(718) 729-2020
mechoshade.com

Date: 25-Jan-2024
Proposal No. 25012024-1

To: City of Independence Kansas

Attention: [estimating]

Project: City Hall Renovation

Description:

1. Furnish and Install (140) Single Manual Roller Shade(s) with Fascia by Mechoshade.
(Mecho 5 includes Mechoshade's 25 year warranty)
2. Fixed Shade(s) for arched window will attach to window jambs
3. Manual Roller Shade(s) will be jambed mounted.

Shade Type: Mecho 5 by Mechoshade (SH-1)
Fixed Shade by Mechoshade (SH-2)(Arched Winows on First Floor)
Shade Cloth: Soho 1600 Series (3% Openess) Color: To Be Selected By Customer
Fascia Color: To Be Selected By Customer
End Cap Color: To Be Selected By Customer

Product	\$	27,821
Freight	\$	4,284
Delivery and Installation	\$	19,022
Sub-Total	\$	51,127
Taxes	\$	2,323
Total	\$	53,450

Notes:

- o This proposal is for Mechoshade roller shades.
- o 50% material deposit will be required with purchase order. \$ 26,725

Inclusions:

- o Product(s) described above.
- o Delivery and Installation

Exclusions:

- o Required blocking
- o Additional material(s)

Aknowledgememts:

Please contact me with any questions and how EFX Architectural Products can help.

Sincerely,



Jeff Slinkard
jeff.slinkard@efxarchpro.com

Award Date:
Submittal Date:
Approval Date:
Field Verify Date:
Release Date:
Install Date:
Invoice Date:



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VI. PROPOSAL REQUIREMENTS AND FORMAT

- I. MAKE/MODEL QUOTED: DRAPER MANUAL FLEXSHADE
- II. WARRANTY: 10 YEARS
- III. DELIVERY / INSTALLATION DATE: 4 WEEKS FROM PURCHASE/ORDER DATE
- IV. PAYMENT TERMS: PURCHASE ORDER - NET 30

<u>Item No.</u>	<u>Description</u>	<u>QTY</u>	<u>Unit Cost</u>	<u>Total</u>
	<u>Manual Roller Shade</u>	<u>106</u>	<u>230.</u>	<u>24,380.00</u>
	<u>Fixed Shade Arched Windows</u>	<u>/</u>	<u>/</u>	<u>/</u>
<u>Installation</u>	<u>Labor</u>	<u>106</u>	<u>40</u>	<u>4240.00</u>
<u>Materials</u>	<u>All materials and equipment</u> <u>To install shades</u>	<u>106</u>	<u>270</u>	<u>28,260.00</u>

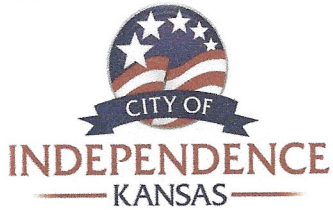
TOTAL:

Total Cost of Shades (roller & fixed)
Freight
Delivery & Installation Cost
Tax (City is Exempt)

\$ 24,380.00
\$ 1600.00
\$ 4240.00
\$ 0.00

TOTAL \$ 30,420.00

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	<u>MINIMUM SPECIFICATIONS</u>	<u>COMPLY (YES/NO)</u>	<u>EXCEPTION</u>
<u>A</u>	Blinds shall be manual roller Window shades with fascia	<u>YES</u>	<u> </u>
<u>B</u>	Fixed Blinds shall be mounted In first floor arch windows	<u>N/A</u>	<u> </u>
<u>C</u>	Jambled Mounted by installer	<u>YES</u>	<u> </u>
<u>D</u>	3% Openness	<u>YES</u>	<u> </u>
<u>E</u>	Color will be decided with City	<u>YES</u>	<u> </u>
<u>F</u>	Installation to be completed by June 28, 2024	<u>YES</u>	<u> </u>
<u>G</u>	Installer will be required to Obtain a city contractor license.	<u>YES</u>	<u> </u>
<u>H</u>	Shadeband bottom (Hem) Bar: Steel or extruded aluminum. Enclosed in sealed pocket of Shadeband material.	<u>YES.</u>	<u> </u>
<u>I</u>	Field Measurements: Bidder is Required to verify field Measurements before Fabrication.	<u>YES</u>	<u> </u>

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<u>MINIMUM SPECIFICATIONS</u>	<u>COMPLY (YES/NO)</u>	<u>EXCEPTION</u>
<u>J</u> Unit Sizes: Fabricate units in sizes to fill windows, Measured between (inside) Jamb. Width equal to Jamb-to-jamb dimension Of opening in which shade is installed less ¼ inch per side or ½ inch Total, plus or minus 1/8". Length equal To head-to-sill of opening in which Shade is installed less ¼ inch, plus minus 1/8 inch.	YES	

ATTACHMENTS - A: BUILDING PICTURES

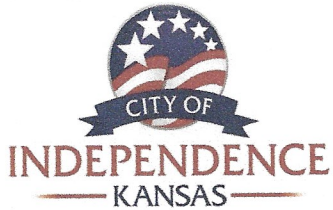
- A – Marks with X windows needing shades.
 - South Side of Building
 - 36 – Shades X
 - West Side – Original Entrance
 - 26 – Shades X
 - North Side
 - 32 – Shades X
 - East Side
 - 12 – Shades X

YES TO ALL

ATTACHMENT – B: WINDOW SCHEDULE

- Bid winner required to field verify all measurements prior to ordering and installing shades.

YES



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RFP Delivered to:

City of Independence
Attn: City Hall Roller Shade RFP
120 N. 6th St.
Independence, Ks. 67301
Email copies to: davids@independencesks.gov

VII. PROPOSAL TERMS AND CONDITIONS

- a. Proposals will be received on **MARCH 14, 2024**, at the City of Independence, 120 N. 6th St. Independence, Kansas, 67301, until **2:00 PM.**
- b. Please submit proposals by email.
 - i. Email submission: davids@independencesks.gov & davidc@independencesks.gov
- c. RFP pricing will be good for 60 days.
- d. Questions should be directed to: **David Cowan – 120 N. 6th St. or 620.332.2528 (voice), email: davidc@independencesks.gov**
- e. Acceptance or rejection of proposal
 - i. **The City of Independence reserves the right to accept or reject any or all offers. To add or delete options after the proposal is awarded and expect appropriate credit or debit for said options. The City also reserves the right to accept or reject any or all bids or to waive any irregularities should any occur as may best benefit the City of Independence.**

Submitted by: ANDREW COLLINSWORTH Vendor Name: INNERWORKS, INC.
(print) _____ Address: 10618 WIDMER RD

LEMEXA, KS 66215

Signature: [Signature]

Email: andrew@innerworkskc.com
Phone: 913-599-5066

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



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City of Independence, Kansas

REQUEST FOR PROPOSALS



Manual & Fixed Roller Shades & Installation

DATE ISSUED: February 09, 2024

DATE DUE: **March 14, 2024 at 2:00 PM**

CONTACT: David Cowan

620.332.2528 voice davidc@independenceks.gov email

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



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I. INTRODUCTION

The City of Independence, Kansas is located in Southeast Kansas and approximately 90 miles from Tulsa, Ok, Joplin, Mo, and Wichita, Ks.

The city is a vibrant community with area industries including Textron, Cessna, SMP, Hackney, Matcor, Precision Railway, and the new construction of the Bartlett Soybean Processing plant. The community is known in Southeast Kansas for Ralph Mitchell Zoo and Abel, the first Monkey in space, and the Neewollah Fall Festival, which brings many visitors to the community. The City's goal is to maintain a small-town atmosphere and provide its citizens with quality services.

II. SOLICITATION

The City of Independence has just completed a recent renovation of the City Hall facility and is now seeking proposals for a manual roller shade for the windows.

The City of Independence is seeking proposals from a qualified company to purchase and install manual and fixed window blinds for City offices located at 120 N. 6th St., Independence, Kansas 67301.



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III. SCOPE OF WORK

1. Furnish and Install Single Manual Roller Shade(s) with Fascia
 - a. Specify brand
 - b. Warranty
2. Fixed Shade(s) for arched windows (on first floor) will attach to window jambs
3. Manual Roller Shade(s) will be jambed mounted
4. Installation cost will include all labor and materials to install roller shades and fixed shades.

IV. DESCRIPTION

1. Shade Type Proposed:
 - a. Shade must be manual roller shade with Fascia.
 - b. Shade is controlled by its own clutch system and metal bead chain
 - c. Roller tube is extruded aluminum engineered with a channel to accept fabric spline making the shade panel easy to remove.
2. Shade Cloth:
 - a. (3%) openness
 - b. Color: To be selected by City
3. Fascia Color:
 - a. To be selected by City
4. End Cap Color:
 - a. To be selected by City
5. Fixed Shade
 - a. Color: To be selected by

MANUFACTURERS:

Bidder needs to specify manufacturer and compliance with requirements. This list is not exclusive.

- MechoShade Systems, Inc
- Hunter Douglas
- Draper Inc
- DFB Sales
- Lutron Electronics Co.
- OEM Shades

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



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- Shade Techniques
- DFB Sales
- Shade Techniques
- Silent Gliss USA

FIELD CONDITIONS

- A. Measurements: Attached is a window listing for review.
- a. Bidder is responsible for obtaining field measurements for windows ordering and installation.
 - b. The company can schedule a time to measure windows by contacting:
 - i. David Cowan
 - ii. 620.332.2528 office
 - iii. 620.330.0056 mobile
 - iv. Email: davidc@independenceks.gov

V. SCHEDULE

- | | |
|-------------------------|--|
| • Release of RFP | February 12, 2024 |
| • Questions | davidc@independenceks.gov or 620.332.2528 voice |
| • To schedule site tour | By appointment davidc@independenceks.gov |
| | 620.332.2528 v or 620.330.0056 m |
| • RFP Due Date | March 14, 2024, at 2:00 PM |
| • Award of Contract | March 28, 2024 |

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



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VI. PROPOSAL REQUIREMENTS AND FORMAT

- I. MAKE/MODEL QUOTED: _____
- II. WARRANTY: _____
- III. DELIVERY / INSTALLATION DATE: _____
- IV. PAYMENT TERMS: _____

<u>Item No.</u>	<u>Description</u>	<u>QTY</u>	<u>Unit Cost</u>	<u>Total</u>
_____	<u>Manual Roller Shade</u>	_____	_____	_____
_____	<u>Fixed Shade Arched Windows</u>	_____	_____	_____
<u>Installation</u>	<u>Labor</u>	_____	_____	_____
<u>Materials</u>	<u>All materials and equipment</u>			
	<u>To install shades</u>	_____	_____	_____

TOTAL:

Total Cost of Shades (roller & fixed)	\$ _____
Freight	\$ _____
Delivery & Installation Cost	\$ _____
Tax (City is Exempt)	\$ 0.00

TOTAL \$ _____

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	<u>MINIMUM SPECIFICATIONS</u>	<u>COMPLY (YES/NO)</u>	<u>EXCEPTION</u>
<u>A</u>	Blinds shall be manual roller Window shades with fascia	_____	_____
<u>B</u>	Fixed Blinds shall be mounted In first floor arch windows	_____	_____
<u>C</u>	Jambled Mounted by installer	_____	_____
<u>D</u>	3% Openness	_____	_____
<u>E</u>	Color will be decided with City	_____	_____
<u>F</u>	Installation to be completed by June 28, 2024	_____	_____
<u>G</u>	Installer will be required to Obtain a city contractor license.	_____	_____
<u>H</u>	Shadeband bottom (Hem) Bar: Steel or extruded aluminum. Enclosed in sealed pocket of Shadeband material.	_____	_____
<u>I</u>	Field Measurements: Bidder is Required to verify field Measurements before Fabrication.	_____	_____

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	<u>MINIMUM SPECIFICATIONS</u>	<u>COMPLY (YES/NO)</u>	<u>EXCEPTION</u>
J	Unit Sizes: Fabricate units in sizes to fill windows, Measured between (inside) Jamb. Width equal to Jamb-to-jamb dimension Of opening in which shade is installed less ¼ inch per side or ½ inch Total, plus or minus 1/8". Length equal To head-to-sill of opening in which Shade is installed less ¼ inch, plus minus 1/8 inch.		

ATTACHMENTS - A: BUILDING PICTURES

- A – Marks with X windows needing shades.
 - South Side of Building
 - 36 – Shades
 - West Side – Original Entrance
 - 26 – Shades
 - North Side
 - 32 – Shades
 - East Side
 - 12 – Shades

ATTACHMENT – B: WINDOW SCHEDULE

- Bid winner required to field verify all measurements prior to ordering and installing shades.

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



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RFP Delivered to:

City of Independence
Attn: City Hall Roller Shade RFP
120 N. 6th St.
Independence, Ks. 67301

Email copies to: davids@independenceks.gov

VII. PROPOSAL TERMS AND CONDITIONS

- a. Proposals will be received on **MARCH 14, 2024**, at the City of Independence, 120 N. 6th St. Independence, Kansas, 67301, until **2:00 PM**.
- b. Please submit proposals by email.
 - i. Email submission: davids@independenceks.gov & davidc@independenceks.gov
- c. RFP pricing will be good for 60 days.
- d. Questions should be directed to: **David Cowan – 120 N. 6th St. or 620.332.2528 (voice)**, email: davidc@independenceks.gov
- e. Acceptance or rejection of proposal
 - i. **The City of Independence reserves the right to accept or reject any or all offers. To add or delete options after the proposal is awarded and expect appropriate credit or debit for said options. The City also reserves the right to accept or reject any or all bids or to waive any irregularities should any occur as may best benefit the City of Independence.**

Submitted by: _____
(print) _____

Vendor Name: _____
Address: _____

Signature: _____

Email: _____
Phone: _____

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South Entrance



South Side of Building



911 Window – South Side



West Side of Building



North Side of Building



East Side of Building





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WINDOW SCHEDULE – CITY HALL ATTACHMENT - B

BIDDER REQUIRED TO FIELD VERIFY ALL MEASUREMENTS FOR SHADES

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



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WINDOW SCHEDULE						WINDOW SCHEDULE						WINDOW SCHEDULE						WINDOW SCHEDULE					
Mark	Width	Height	Type	Jamb Detail		Mark	Width	Height	Type	Jamb Detail		Mark	Width	Height	Type	Jamb Detail		Mark	Width	Height	Type	Jamb Detail	
BASEMENT						FIRST FLOOR						SECOND FLOOR						THIRD FLOOR					
X 001	3'-4"	4'-6"	A	A2/A610		X 101	2'-2"	4'-6"	A	A2/A610		X 201	2'-10"	5'-6"	A	A2/A610		X 301	2'-10"	2'-10"	C	A2/A611	
X 002	3'-0"	3'-2"	A	A2/A610		X 102	3'-4"	4'-6"	A	A2/A610		X 202	2'-10"	5'-6"	A	A2/A610		X 302	2'-10"	2'-10"	C	A2/A611	
X 003	3'-0"	3'-2"	A	A2/A610		X 103B	3'-0"	1'-6"	H	C2/A610		X 203	2'-10"	5'-6"	A	A2/A610		X 303	2'-10"	2'-10"	C	A2/A611	
X 004	2'-4"	2'-10"	A	A2/A610		X 103	2'-2"	4'-6"	A	A2/A610		X 204	3'-6"	5'-6"	A	A2/A610		X 304	2'-10"	2'-10"	C	A2/A611	
X 005	2'-4"	2'-10"	A	A2/A610		X 104	3'-6"	7'-0"	A	A2/A610		X 205	3'-6"	5'-6"	A	A2/A610		X 304	2'-10"	2'-10"	C	A2/A611	
X 006	2'-4"	2'-2"	A	A2/A610		X 105	3'-6"	7'-0"	A	A2/A610		X 206	3'-6"	5'-6"	A	A2/A610		X 305	2'-10"	2'-10"	C	A2/A611	
X 007	2'-4"	2'-2"	A	A2/A610		X 106	3'-6"	7'-0"	A	A2/A610		X 207	3'-6"	5'-6"	A	A2/A610		X 306	2'-10"	2'-10"	C	A2/A611	
X 008	2'-10"	3'-8"	A	A2/A610		X 107	3'-6"	7'-0"	A	A2/A610		X 208	3'-6"	5'-6"	A	A2/A610		X 307	2'-10"	2'-10"	C	A2/A611	
X 009	2'-10"	3'-8"	A	A2/A610		X 108	3'-6"	7'-0"	A	A2/A610		X 209	3'-6"	5'-6"	A	A2/A610		X 308	2'-10"	2'-10"	C	A2/A611	
X 010	2'-10"	3'-8"	A	A2/A610		X 109	3'-6"	7'-0"	A	A2/A610		X 210	2'-4"	5'-6"	A	A2/A610		X 309	2'-10"	2'-10"	C	A2/A611	
X 011	2'-10"	3'-8"	A	A2/A610		X 110	1'-6"	4'-2"	D	A2/A610		X 211	2'-4"	5'-6"	A	A2/A610		X 310	2'-10"	2'-10"	C	A2/A611	
X 012	2'-10"	3'-8"	A	A2/A610		X 110A	1'-5"	2'-0"	F	C2/A610		X 212	2'-4"	5'-6"	A	A2/A610		X 311	2'-10"	2'-10"	C	A2/A611	
X 013	2'-10"	3'-8"	A	A2/A610		X 111	3'-4"	4'-2"	E	C2/A610		X 213	2'-4"	5'-6"	A	A2/A610		X 312	2'-10"	2'-10"	C	A2/A611	
X 014	2'-10"	3'-8"	A	A2/A610		X 111A	3'-3"	2'-1"	G	C2/A610		X 214	2'-4"	5'-6"	A	A2/A610		X 313	2'-10"	2'-10"	C	A2/A611	
X 015	2'-10"	3'-8"	A	A2/A610		X 112	1'-6"	4'-2"	D	D2/A610		X 215	2'-4"	5'-6"	A	A2/A610		X 314	2'-10"	2'-10"	C	A2/A611	
X 016	2'-4"	2'-2"	A	A2/A610		X 112A	1'-5"	2'-0"	F	C2/A610		X 216	2'-4"	5'-6"	A	A2/A610		X 315	2'-10"	2'-10"	C	A2/A611	
X 017	2'-4"	2'-2"	A	A2/A610		X 113	1'-6"	4'-2"	D	D2/A610		X 217	2'-4"	5'-6"	A	A2/A610		X 316	2'-10"	2'-10"	C	A2/A611	
X 018	2'-4"	2'-10"	A	A2/A610		X 113A	1'-5"	2'-0"	F	C2/A610		X 218	2'-4"	5'-6"	A	A2/A610							
X 019	2'-4"	2'-10"	A	A2/A610		X 114	3'-4"	4'-2"	E	C2/A610		X 219	3'-6"	5'-6"	A	A2/A610							
X 020	3'-0"	3'-2"	A	A2/A610		X 114A	3'-3"	2'-1"	G	C2/A610		X 220	3'-6"	5'-6"	A	A2/A610							
X 021	3'-0"	3'-2"	A	A2/A610		X 115	1'-6"	4'-2"	D	D2/A610		X 221	3'-6"	5'-6"	A	A2/A610							
X 022	3'-4"	4'-6"	A	A2/A610		X 115A	1'-5"	2'-0"	F	C2/A610		X 222	3'-6"	5'-6"	A	A2/A610							
						X 116	1'-6"	4'-2"	D	D2/A610		X 223	3'-6"	5'-6"	A	A2/A610							
						X 116A	1'-5"	2'-0"	F	C2/A610		X 224	3'-6"	5'-6"	A	A2/A610							
						X 117	3'-4"	4'-2"	E	C2/A610		X 225	3'-6"	5'-6"	A	A2/A610							
						X 117A	3'-3"	2'-1"	G	C2/A610		X 226	3'-6"	5'-6"	A	A2/A610							
						X 118	1'-6"	4'-2"	D	D2/A610		X 227	3'-6"	5'-6"	A	A2/A610							
						X 118A	1'-5"	2'-0"	F	C2/A610		X 228	3'-6"	5'-6"	A	A2/A610							
						X 119	3'-6"	5'-8"	B	A2/A610		X 229	3'-6"	5'-8"	A	A2/A610							
						X 120	3'-6"	5'-8"	B	A2/A610		X 230	3'-6"	5'-8"	A	A2/A610							
						X 121	3'-6"	5'-8"	B	A2/A610		X 231	3'-6"	5'-8"	A	A2/A610							
						X 122	3'-6"	5'-8"	B	A2/A610		X 232	3'-6"	5'-8"	A	A2/A610							
						X 122A	3'-6"	5'-8"	B	A2/A610		X 233	3'-6"	5'-8"	A	A2/A610							
						X 123	3'-6"	7'-0"	A	A2/A610		X 234	2'-4"	5'-6"	A	A2/A610							
						X 124	1'-6"	4'-2"	D	D2/A610		X 235	2'-4"	5'-6"	A	A2/A610							
						X 125	3'-4"	4'-2"	E	C2/A610		X 236	2'-4"	5'-6"	A	A2/A610							
						X 126	1'-6"	4'-2"	D	D2/A610		X 237	2'-4"	5'-6"	A	A2/A610							
						X 127	1'-6"	4'-2"	D	D2/A610		X 238	2'-4"	5'-6"	A	A2/A610							
						X 128	3'-4"	4'-2"	E	C2/A610		X 239	2'-4"	5'-6"	A	A2/A610							
						X 129	1'-6"	4'-2"	D	D2/A610		X 240	2'-4"	5'-6"	A	A2/A610							
						X 130	1'-6"	4'-2"	D	D2/A610		X 241	2'-4"	5'-6"	A	A2/A610							
						X 131	3'-4"	4'-2"	E	C2/A610		X 242	2'-4"	5'-6"	A	A2/A610							
						X 132	1'-6"	4'-2"	D	D2/A610		X 243	3'-0"	5'-8"	A	A2/A610							
						X 133	3'-6"	7'-0"	A	A2/A610		X 244	3'-0"	5'-8"	A	A2/A610							
						X 134	3'-6"	7'-0"	A	A2/A610		X 245	3'-0"	5'-8"	A	A2/A610							
						X 135	3'-6"	7'-0"	A	A2/A610		X 246	3'-0"	5'-8"	A	A2/A610							
						X 136	3'-6"	7'-0"	A	A2/A610		X 247	3'-0"	5'-8"	A	A2/A610							
						X 138	3'-6"	7'-0"	A	A2/A610		X 248	3'-0"	5'-8"	A	A2/A610							
						X 139	3'-6"	7'-0"	A	A2/A610		X 249	2'-10"	5'-6"	A	A2/A610							
						X 140	2'-2"	4'-6"	A	A2/A610		X 250	2'-10"	5'-6"	A	A2/A610							
						X 141	3'-4"	4'-6"	A	A2/A610		X 251	2'-10"	5'-6"	A	A2/A610							
						X 141A	3'-0"	1'-6"	H	C2/A610		X 252	2'-10"	5'-6"	A	A2/A610							
												X 253	2'-10"	5'-6"	A	A2/A610							

GENERAL NOTES:

1. PROVIDE ALUMINUM WINDOWS MOUNTED IN EXISTING JAMBS, 085113
2. FIELD VERIFY ALL DIMENSIONS
3. PROVIDE TEMPERED GLASS AT ALL BASEMENT WINDOWS, TYP.





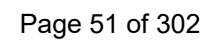
"Delivering Excellence"

FIRST FLOOR WINDOWS

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 | 811 W. Laurel Street | Independence, Kansas 67301





"Delivering Excellence"

BASEMENT WINDOWS

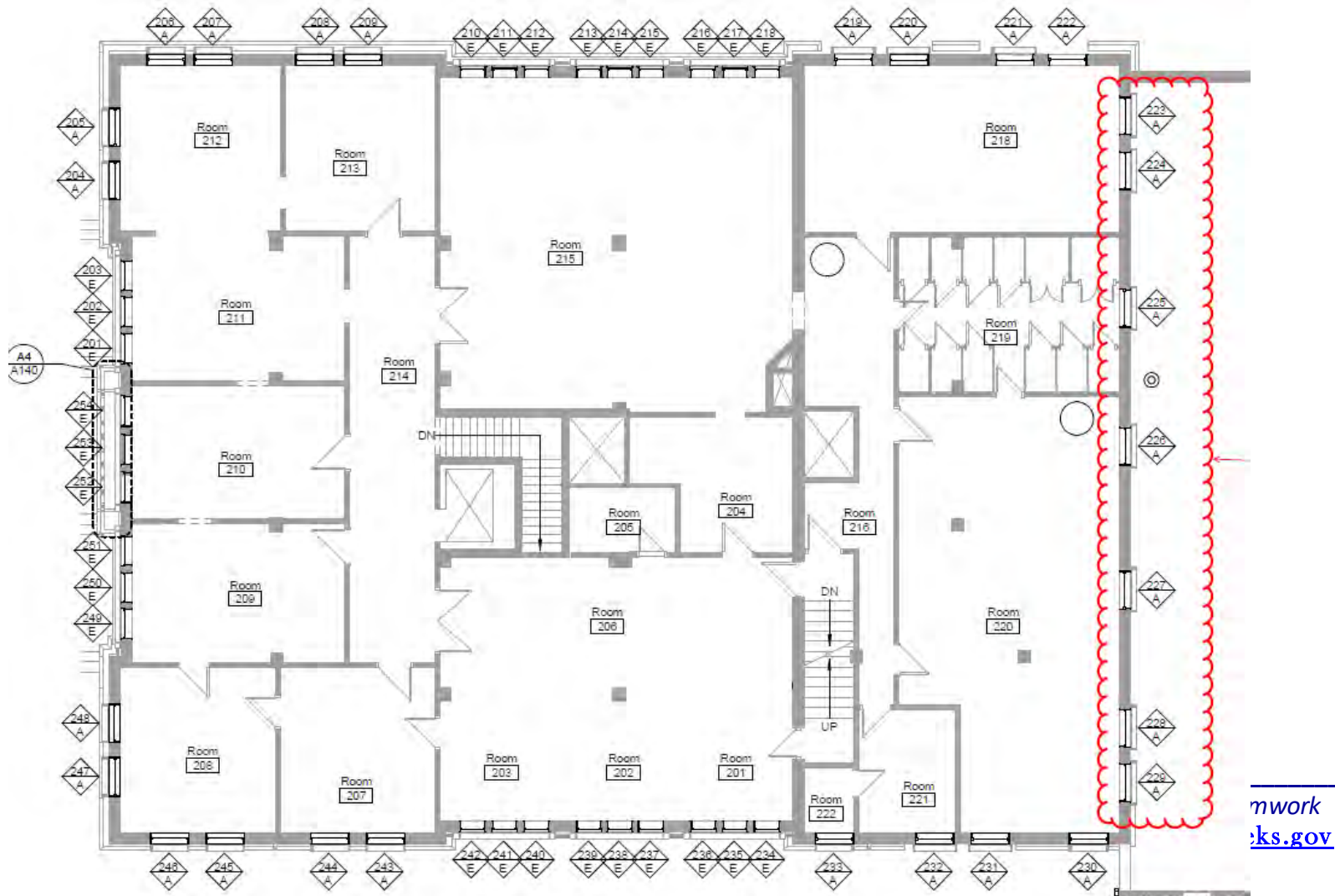
STRATEGIC VISION: *Customer Service Excellence – Continuous Improvement – Teamwork*

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"Delivering Excellence"



[mwork
ks.gov](http://www.mworkks.gov)



"Delivering Excellence"

SECOND FLOOR WINDOWS – AREA IN RED ARE NOT IN THE ABOVE SCHEDULE. FIELD VERIFY 37.825" X 70.0625"

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

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



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 28, 2024**

Department Airport

Director Approval John Garris

AGENDA ITEM Consider authorizing an agreement with the Sports Car Club of America, Inc. (SCCA) to hold an event at Independence Municipal Airport on May 3-5 and July 5-7, 2024.

SUMMARY RECOMMENDATION Authorize agreement.

BACKGROUND SCCA had an error in their previous contract. The dates of the second event have been changed in the contract to reflect the actual requested days: July 5-7, 2024. There are no other changes.

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 signature of the revised agreement with the Sports Car Club of America, Inc. to hold the events as described, pending FAA approval.

SUPPORTING DOCUMENTS

1. SCCA Commercial Ground Lease 2024 v0321-Independence

COMMERCIAL GROUND LEASE

This Ground Lease is executed this 21st day of March, 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 5th through July 7th with set-up beginning at 5:00 p.m. on July 5th and tear down complete by 10:00 p.m. on July 7th. 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

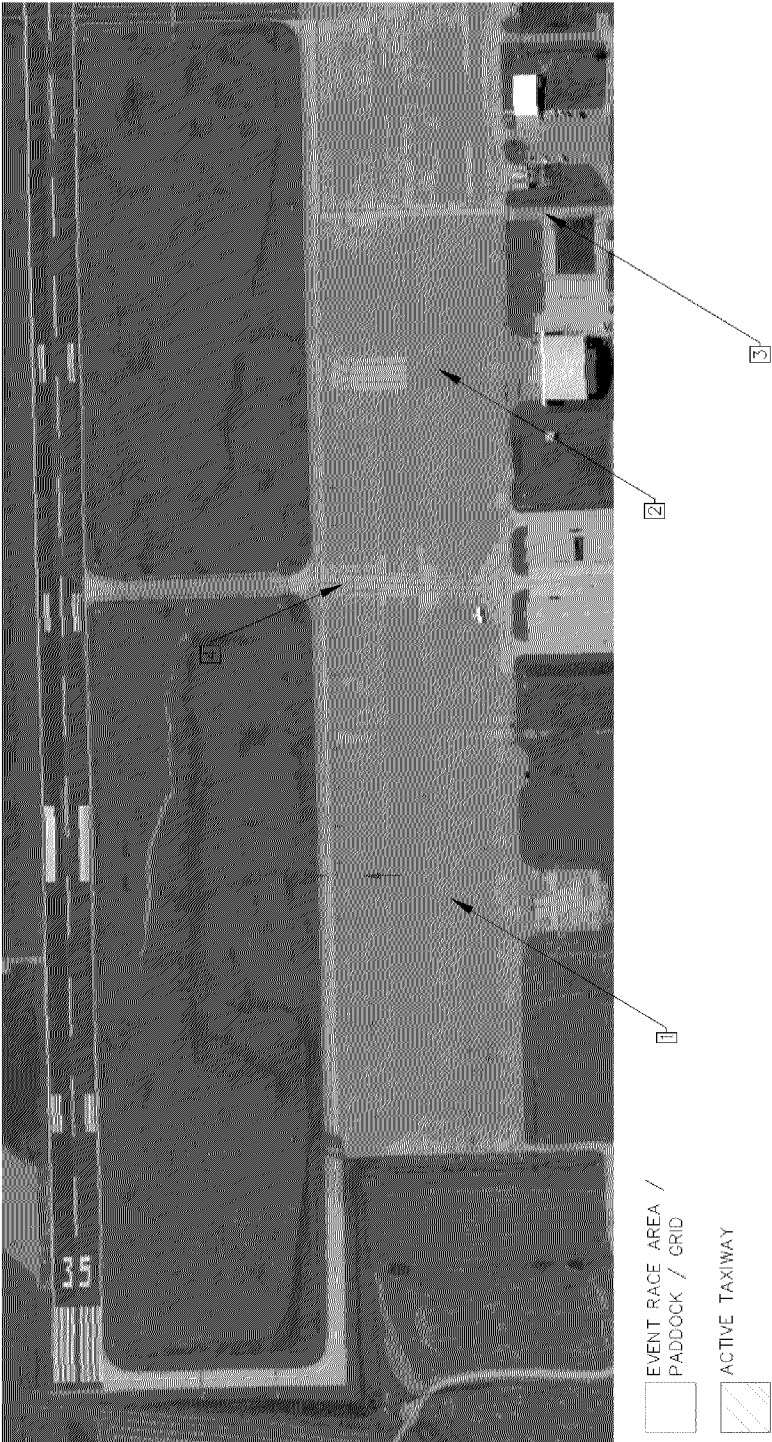
SPORTS CAR CLUB OF AMERICA INC.,
- Lessee

By: Rick Myers

Print: Rick Myers

Title: Director of Rally/Solo

EXHIBIT "A"





**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 28, 2024**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider approving street closures for Jefferson and Eisenhower School.

SUMMARY RECOMMENDATION City Staff recommends approval of street closures.

BACKGROUND The Eisenhower and Jefferson School administration contacted the City regarding a drill on April 10th and an upcoming carnival event and closing streets.

On March 27th, Eisenhower School will be conducting a crisis drill at 12:30 PM - 12:45 PM and returning at 2:00 PM. The streets they need to be closed are:

- 10th and Mulberry to Jefferson School will be one lane. The school will have cones and personnel set up on Mulberry Street directing parents.
- 13th and Mulberry - Southbound blocked
- 13th and Spruce, both directions are blocked to allow kids to walk between schools.

On April 10th, Jefferson School will be conducting a crisis drill and is asking for the following intersections to be blocked at 12:45 PM. The roads will remain blocked until the drill is completed and the kids return to school at 2:00 PM.

- 13th and Mulberry
- 13th and Spruce
- 10th and Spruce

Jefferson and Eisenhower School will have a Carnival on May 10, 2024, from 5:00 PM to 7:30 PM. They will ask families to park at Jefferson and walk down to Eisenhower School. To allow the kids and parents to walk between schools, they are requesting 13th Street should be blocked at 13th and Mulberry, 13th and Spruce, and 13th and Landon.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to allow the street closures requested by USD 446 for the crisis drills and carnival.

SUPPORTING DOCUMENTS

1. Eisenhower Crisis Drill March 27th
2. Jefferson School Request April 10th
3. Jefferson School Request - May 10th

From: Lisa Paige <lp Paige@indyschools.com>
Sent: Sunday, March 24, 2024 7:33 PM
To: Jerry Harrison <jerryh@independenceks.gov>
Subject: Eisenhower Crisis Drill on Wednesday, March 27th

Jerry,
First of all, congratulations on your new post and thank you SO MUCH for your service to Independence.

As you know, we will be doing our crisis drill, along with IHS on Wednesday.
We are going to try and get our students to Jefferson & back before the traffic lines up for pick up, so I wasn't sure if we would need any traffic stoppage or not.
Below is the map of our plan.
Our custodians are going to place cones for us.
If you have anyone available to assist us, the priority would be at 13th & Spruce where we have children crossing the roads.

We will begin evacuating to Jefferson between 12:30 - 12:45 and be returning to Eisenhower at 2:00.

Please let me know if you are able to help - or if I need to contact anyone else.

Eisenhower Reunification @ Jefferson



From: Haley Dunn <hbarker@indyschools.com>

Sent: Thursday, March 21, 2024 9:54 AM

To: Jerry Harrison <jerryh@independenceschools.gov>

Cc: Noel O'Kane <nokane@indyschools.com>; Cheri Jefferson <cjefferson@indyschools.com>

Subject: Jefferson School Crisis Drill

Mr. Harrison,

We are conducting our relocation crisis drill on April 10th. We are requesting road barricades at the following locations:

13th and Mullberry

10th and Spruce

The drill will start at 12:45pm. All of our students and staff will relocate to Eisenhower School. Please let me know what other information you might need. Thank you in advance for your assistance in keeping our schools safe.

Haley Barker

Assistant Principal

Jefferson School

Street blocking request

Jennifer Leiker <jleiker@indyschools.com>

Mon 2024-03-25 9:03 AM

To: David Cowan <davidc@independences.gov>

Eisenhower School is hosting a school carnival and Touch a Truck/Careers on Wheels event outside on May 10 from 5-7:30 p.m. and would like to ask that the city block off 13th Street from in front of Jefferson School to Eisenhower School. We would like to use 13th Street for some of our vehicles that are part of the touch a Truck event. We will also be asking families to park at Jefferson and walk down to Eisenhower using 13th Street.

If you have any questions, please let me know.

Thank you

Jennifer Leiker

620-870-0526 (cell)



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 28, 2024**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider approving Change Order No. 1 on the contract for renovation of the parking lot north of City Hall to Heck & Wicker, Inc.

SUMMARY RECOMMENDATION Approve award.

BACKGROUND The City has awarded the contract for the new parking lot due north of City Hall. As presented to the Commission, there were several changes in the drawings – changing width of the stalls and addition of two ADA stalls. This changes the quantities of various unit price items, and the net change of pavement marking and other ancillary items is \$1,354.40 per the unit pricing.

FINANCIAL INFORMATION This will be paid for via the same sources as the original RCA, utilizing street bond dollars.

SUGGESTED MOTION I move to authorize Change Order No. 1 for the renovation of the parking lot north of City Hall to Heck & Wicker, Inc. in the amount of \$1,354.40.

SUPPORTING DOCUMENTS

1. Change Order 1

TRANSYSTEMS

Change Order

PROJECT: City Hall Parking Lot Myrtle & 6th St.	CHANGE ORDER NO.: 001 DATE: 1/31/2024	Owner X Engineer X Contractor X Field X Other
TO CONTRACTOR Heck & Wicker, Inc. 1900 Southern Blvd. Parsons, KS 67357	PROJECT NUMBER P112230026 CONTRACT DATE: 1/25/2024 CONTRACT FOR: General Constructicon	

THE CONTRACT IS CHANGED AS FOLLOWS:

This change order No. 1 is a result of the City of Independence requesting to increase the new stalls from 9' to 10.5' in width in order to better accommodate the public. Also with is change, the City of Independence requested to add 2 more additional Handicap stalls bringing the original design from 4 to 6 stalls. With the increase of stalls, it changes the quantity on both striping and signing. The third change on this change order is the type of material used to stripe the concrete. Thermoplastic striping works well on asphalt but does not adhere to concrete thence resulting in the underrun of line item #9 and the addition of line #36. Overall, with the changes outlined within this description, this Change order will increase the contract amount by \$1,354.40.

Line	Description	Unit	Unit Price	Plan Qty.	Act. Qty.	Diff.	Cost Diff.
12	Curb, Edge (9")(AE)	LF	\$ 45.00	327.0	319.0	-8.0	\$ (360.00)
21	Pavement Marking(Thermop)	LF	\$ 1.90	5125.0	3905.0	-1220.0	\$ (2,318.00)
24	Pavement Marking(Intersect)	LF	\$ 600.00	4.0	6.0	2.0	\$ 1,200.00
26	Parking Blocks	EA	\$ 175.00	29.0	26.0	-3.0	\$ (525.00)
36	Pavement Marking(Multi-com	LF	\$ 1.90	0.0	1346.0	1346.0	\$ 2,557.40
37	2 Additional Handicap Signs	EA	\$ 400.00	0.0	2.0	2.0	\$ 800.00
						0.0	\$ -
	Total of this Change Order						\$ 1,354.40

Original Contract Sum	\$ 593,351.20
Net Change by Previously authorized Change Orders	\$ -
Contract Sum Prior to this Change Order	\$ 593,351.20
Contract Sum will be Increased by this Change Order by	\$ 1,354.40
New Contract Sum Including this Change Order	\$ 594,705.60

TranSystems	Heck & Wicker, Inc.	City of Independence
ENGINEER (Firm Name)	CONTRACTOR (Firm Name)	OWNER (Firm Name)
115 S. 6th, Independence, KS	1900 Southern Blvd., Parsons, KS	811 W. Laurel St., Independence
ADDRESS	ADDRESS	ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
Trista Bynum	Bengah Wicker	
(Typed Name)	(Typed Name)	(Typed Name)
3/5/2024	3/5/2024	
DATE	DATE	DATE



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 28, 2024**

Department Housing

Director Approval April Nutt

AGENDA ITEM Consider approving Change Order No. 1 on the contract for the Jefferson Subdivision infrastructure.

SUMMARY RECOMMENDATION The Independence Housing Authority recommends approving change order number one for the Jefferson Subdivision infrastructure.

BACKGROUND The City of Independence and the Independence Housing Authority have partnered to construct infrastructure for the new Jefferson Subdivision, a new 20 single-family unit subdivision. When the contractor connected the new water line to the existing water line main, the existing line burst and heaved the roadway across 11th Street. The change order is for the purpose to cut and cap the existing 6" water line main at 11th and Catulpa Street.

FINANCIAL INFORMATION The original contracted amount was \$1,007,094.50, with the submitted change order number one of \$5,960.00, the new contracted amount will be \$1,013,054.50. This project is being paid by a \$200,000 Kansas Housing Resources Corporation Moderate Income Housing Grant, \$500,000 from the City's Water Sewer Fund, and the balance by the Independence Housing Authority's Development Fund.

SUGGESTED MOTION I move to authorize Change Order No. 1 for installation of infrastructure for the Jefferson Subdivision to J. Graham Construction, Inc. for the amount of \$5,960.00.

SUPPORTING DOCUMENTS

1. Graham Construction Change Order 1 03202024

TRANSYSTEMS

Change Order

PROJECT:	CHANGE ORDER NO.: 001	Owner	X
Jefferson Subdivision	DATE: 3/14/2024	Engineer	X
		Contractor	X
	PROJECT NUMBER P112230029	Field	X
TO CONTRACTOR	CONTRACT DATE: 11/28/2023	Other	
J. Graham Construction, Inc.	CONTRACT FOR: General Constructon		
1306 S. Elm			
Coffeyville, KS 67337			

THE CONTRACT IS CHANGED AS FOLLOWS:

Adding line item 59 to cut and cap existing 6" water line main at 11th & Catulpa Street due to when the contractor connected the new line to the existing for the subdivision the existing line burst and heaved the roadway accrossed 11th street.

Line	Description	Unit	Unit Price	Plan Qty.	Act. Qty.	Diff.	Cost Diff.
59	Cut & Cap Existing 6" water main at 11th & Catulpa St.	LS	\$ 5,960.00	0.0	1.0	1.0	\$ 5,960.00
			\$ -	0.0	0.0	0.0	\$ -
			\$ -	0.0	0.0	0.0	\$ -
			\$ -	0.0	0.0	0.0	\$ -
			\$ -	0.0	0.0	0.0	\$ -
			\$ -	0.0	0.0	0.0	\$ -
						0.0	\$ -
	Total of this Change Order						\$ 5,960.00

Original Contract Sum	\$ 1,007,094.50
Net Change by Previously authorized Change Orders	\$ -
Contract Sum Prior to this Change Order	\$ 1,007,094.50
Contract Sum will be Increased by this Change Order by	\$ 5,960.00
New Contract Sum Including this Change Order	\$ 1,013,054.50

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

TranSystems
ENGINEER (Firm Name)

115 S. 6th, Independence, KS
ADDRESS

J. Graham Construction, Inc.
CONTRACTOR (Firm Name)

1306 S. Elm, Coffeyville, KS
ADDRESS

City of Independence
OWNER (Firm Name)

811 W. Laurel St., Independence
ADDRESS

BY W. A. B. (Signature)

BY [Signature] (Signature)

BY _____ (Signature)

Trista Bynum
(Typed Name)

Colin Bustos
(Typed Name)

(Typed Name)

3-13-24
DATE

3/13/24
DATE

DATE _____



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 28, 2024**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider authorizing a Greenbush Energy Group Participation Agreement & Hedging Authorization.

SUMMARY RECOMMENDATION Authorize the City Manager to sign a Greenbush Energy Group Participation Agreement & Hedging Authorization, and any other related documentation with Woodriver Energy.

BACKGROUND City Administrative staff has been working with Greenbush Energy Group for approximately eight years on the acquisition of Natural Gas for Building D and Memorial Hall. This agreement kept the price volatility of February 2021's unprecedented winter storm from significantly impacting the budget. We generally also receive a Transaction Confirmation Agreement to acquire natural gas from WoodRiver Energy around this time. We have not yet received this agreement.

FINANCIAL INFORMATION For the Greenbush Energy Group Participation Agreement, there is a participation fee of \$450 annually plus a service cost fee of five cents per Mcf per year based on the previous year's usage.

SUGGESTED MOTION I move to authorize the City Manager to sign a Greenbush Energy Group Participation Agreement & Hedging Authorization, and any other related documentation with our third party gas supplier (WoodRiver Energy).

SUPPORTING DOCUMENTS

1. GBEnergy_Participation_Letter_City_County_2024-2025
2. GBEnergy_Participation_Agreement_City_County

March 26, 2024

It is that time of year to renew the Greenbush Energy Group Participation Agreement.

The Advisory Committee is recommending the group complete the contract with WoodRiver Energy as our supplier. Your contract has one more year, July 1, 2024 through June 30, 2025. Should you wish to cancel the agreement you would need to provide WoodRiver a minimum of thirty days written notice. The Advisory Committee recommends protecting natural gas budgets by securing the price on 25% of anticipated Winter volumes as soon as possible. Additional hedges for another 25% of Winter volumes could be required as prices warrant. It is important to have the Participation Agreement signed and returned as soon as possible.

It is recommended the participation agreement and hedging authorization be signed and returned to continue participation in the group.

By participating in the Greenbush Energy Group, your City/County receives the following services:

- **Cooperative Buying**
 1. Vendor qualifications
 2. Volumetric discounts
 3. Contract standardization & risk indemnification
 4. Error rectification
- **Market Analysis**
 1. Trending
 2. Hedging advice
 3. Budget projections
- **Regulatory Advocacy**
 1. KCC interventions
 2. Legislative updates

Cost is billed to members at a rate of \$450.00/year, \$0.05/Mcf of consumption for the previous twelve months. **Attached is the renewal agreement.** If your City/County would like to continue participation in this program or if you would like to join the Greenbush Energy Group, **please return a signed agreement to:**

Southeast Kansas Education Service Center
Attn: Morgan Harris morgan.harris@greenbush.org
PO Box 189 Girard, KS 66743

Girard
947 W. 47 Highway
Girard, KS 66743

P: 620.724.6281
F: 620.724.6284

Lawrence
1104 E. 1000 Road
Lawrence, KS 66047

P: 785.690.7081
F: 785.542.3825

Topeka
6822 SE Ross Street
Topeka, KS 66619

P: 785.862.7840
F: 785.862.8688

Budget Recommendations

• Budget Projections:

- **Natural Gas:** It is recommended that City/County reduce their natural gas budget by 10% from 2023-2024 levels. This is a result of a falling natural gas market and year over savings available through hedging opportunities.
- **Electricity:** It is recommended that City/County maintain their electricity at 2023-2024 levels with either an increase or decrease to funding levels. While the lower than anticipated increase to the Evergy Rate case will impact 2024-2025 costs and lower natural gas pricing will reduce the Fuel Surcharge, Evergy retained the right to file an abbreviated rate case in 2025 and additional full rate case in 2026. It is recommended to maintain funding levels in the face of future increased costs.

If you have questions concerning the natural gas renewal or budget projections included in this Utility Update, please email or call:

David Banks
Flint Hills Energy Consultants
david@fheconsultants.net
(316) 990-8385

Girard
947 W. 47 Highway
Girard, KS 66743

P: 620.724.6281
F: 620.724.6284

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F: 785.542.3825

Topeka
6822 SE Ross Street
Topeka, KS 66619

P: 785.862.7840
F: 785.862.8688



Greenbush Energy Group Participation Agreement & Hedging Authorization 2024-2025

Our City/County agrees to participate in the Greenbush Energy Group to acquire natural gas. The costs associated with this program are as follows:

Participation fee: \$450 annually per City/County, provides for training personnel, bid quotes from qualified vendors, purchasing recommendation, initial savings analysis, and the establishment of account services. Fee cannot be prorated.

Service cost fee: Five cents (\$0.05) per Mcf per year based on previous year's usage. Charges cover the following services: email updates, market analysis, strategic buying, legislative and regulatory activity updates, invoices reconciliation of bills, and contract oversight. Natural Gas product supplier will provide start dates.

The above fees will be billed separately by Greenbush.

Please mark one of the following:

_____ I authorize the Greenbush Energy Group to make a decision on my behalf for the fiscal year dated July 1, 2024 through June 30, 2025, to move from an index-based price to a fixed price under the existing price agreement with the approved supplier. In addition, the Greenbush Energy Group may determine the month(s) and percentage of historic usage volumes for which said fixed price(s) are to be in effect. This authorization allows for the length of my current supply contract, and includes any extensions.

_____ Our City/County will contact the approved supplier directly to lock in our 2024-2025 natural gas prices.

(Authorized Signature)

(Title)

(Date)

(City/County Name, Address)

(City/County contact)

(Phone number)

(Fax number)

(E-mail address)

(City/County contact)

(Phone number)

(Fax number)

(E-mail address)

***Please complete and return to Morgan Harris, Southeast Kansas Education Service Center, P.O. Box 189, Girard KS. 66743.
Email: morgan.harris@greenbush.org Fax: 620.724.6284.***

Girard

947 W. 47 Highway
Girard, KS 66743

P: 620.724.6281
F: 620.724.6284

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1104 E. 1000 Road
Lawrence, KS 66047

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Topeka

6822 SE Ross Street
Topeka, KS 66619

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F: 785.862.8688



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 28, 2024**

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider approving change orders for Central Park Sports Complex.

SUMMARY RECOMMENDATION Approve PCO-02, PCO-03 and PCO-04.

BACKGROUND Two PCO's (potential change orders) have been requested for the Central Park Sports Complex.

PCO-02 for \$12,653.30 for the relocation of a rubble pile located in the soccer parking lot.

PCO-03 for \$8,265.95 will add a junction box near inlet 1-2 to intercept water and drop to flowline elevation before entering the arch brick pipe tie-in.

PCO-04 for \$1,812.58 will install risers and a new ring and lid to bring the existing sanitary sewer elevation per RFI-05 up to finish grade.

FINANCIAL INFORMATION The total cost for the two change orders is \$22,731.83, which will not cause an increase in the total contracted price. Instead, it will be covered by the project's contingency balance.

SUGGESTED MOTION I move to approve PCO-02, PCO-03 and PCO-04.

SUPPORTING DOCUMENTS

1. PCO-02 Rubble Relocation - CPSC (3-27-24)
2. PCO-03 Added Junction Box
3. PCO-04 Sanitary Sewer Man Hole Elev.

Central Park Sports Complex - 23KS30DRFD

23KS30DRFD

901 N. Park Boulevard
Independence, KS 67301

Date: 3/12/2024

Number: PCO-02

Subject: Rubble Relocation @ Soccer Parking

Source of Funding: Owner Contract Change Order

Description

Rubble Relocation @ Soccer Parking

Days Requested: 0

Change Total: \$12,653.30

Item Number	Description	Amount
01	Rubble Relocation @ Soccer Parking	\$11,503.00
02	10% P&O	\$1,150.30

Approved By:

By _____
Signature _____
Date _____

Divisional Change Request Summary

Project	General Contractor	Trade
La-Z-Boy	Crossland Construction Co. Inc.	Civil

Scope of Work Description:

Relocate Rubble Pile

Scope of Work Description	Materials					Labor				Equipment			Sub-total Total	
	Item Description	UOM	Qty	Cost Per Unit	Sub Total		MHRS	Rate	Sub Total	Eq. Type	# Hrs.	Rate		Sub Total
General Conditions		LUMP SUM	1.0	\$ 770.00	\$ 770.00				\$ -				\$ -	\$ 770.00
Trackhoe					\$ -	Operator	20.00	\$ 48.50	\$ 970.00	Trackhoe	20.00	\$ 159.25	\$ 3,185.00	\$ 4,155.00
Dozer					\$ -	Operator	20.00	\$ 48.50	\$ 970.00	Dozer	20.00	\$ 103.15	\$ 2,063.00	\$ 3,033.00
On Road Truck		LUMP SUM	1.0	\$ 5,397.00	\$ 5,397.00				\$ -				\$ -	\$ 5,397.00
					\$ -				\$ -				\$ -	\$ -
					\$ -				\$ -				\$ -	\$ -
					\$ -				\$ -				\$ -	\$ -
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					\$ -				\$ -				\$ -	\$ -
					\$ -				\$ -				\$ -	\$ -
					\$ -				\$ -				\$ -	\$ -
Subtotals					\$ 6,167.00		20.0		\$ 970.00		20.0		\$ 2,063.00	\$ 13,355.00
												P&O	10%	\$1,335.50
												taxes		\$0.00
Grand Total														\$ 14,690.50

\$2,500

\$10,458.00
\$1,045.80

\$11,503

Exclusions

Tree Removal



Potential Change Order

Central Park Sports Complex - 23KS30DRFD

23KS30DRFD

901 N. Park Boulevard
Independence, KS 67301

Date: 3/27/2024

Number: PCO-03

Subject: Added Junction Box

Source of Funding: Owner Contract Change Order

Description

Added Junction Box near inlet 1-2. Per the attached drawings. Labor and Material included

Days Requested: 0

Change Total: \$8,265.95

Item Number	Description	Amount
01	Huckee Added Junction Box	\$7,514.50
02	Crossland - 10% P&O	\$751.45

Approved By:

By _____
Signature _____
Date _____



COR #	DATE
03	03/21/2024

Subject: Nyloplast Junction Box 1-1.5
Time Delay: Yes (14 Days)

CUSTOMER

Crossland Construction Company
Columbus, KS

PROJECT

Central Park Sports Complex Utilities
PROJECT #: 20230710
Independence, KS 67301

DESCRIPTION

Provide new nyloplast basin to intercept water from Curb Inlets 1-2 and 2-2 and drop to flowline elevation before entering arch pipe.

Item Name	Qty	Price/Unit	Total
Nyloplast Structure - [Material]	1	\$7,892.50/LS	\$7,892.50
Set Nyloplast Structure - [Labor]	12	\$44.00/Hrs	\$528.00
Additional 12" HDPE - [Material]	20	\$9.90/LF	\$198.00
Additional 12" HDPE - [Labor]	20	\$8.80/LF	\$176.00
Credit for Arch Pipe Tie-In	-1	\$1,280.00/LS	\$-1,280.00

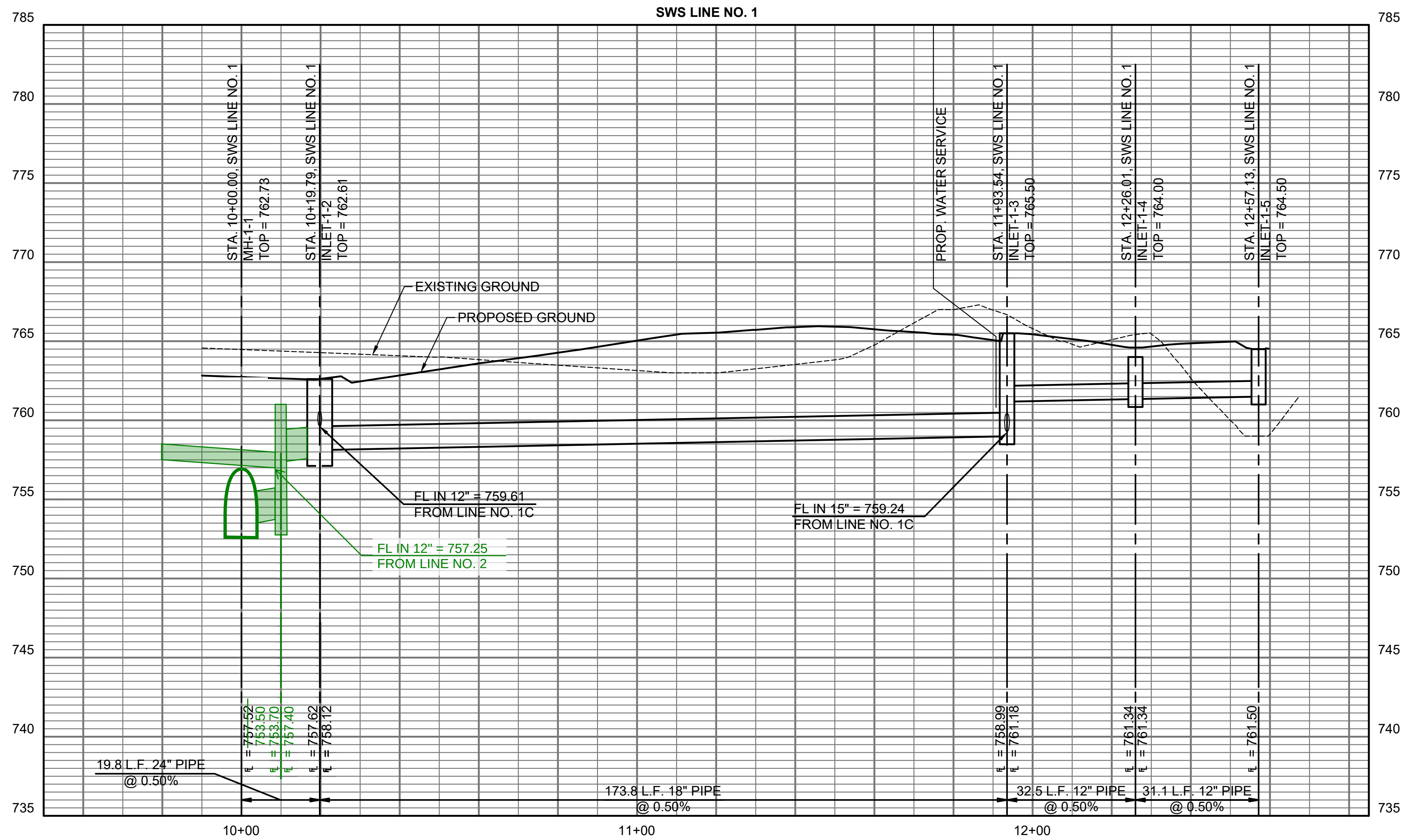
Subtotal \$7,514.50
Total \$7,514.50

APPROVAL

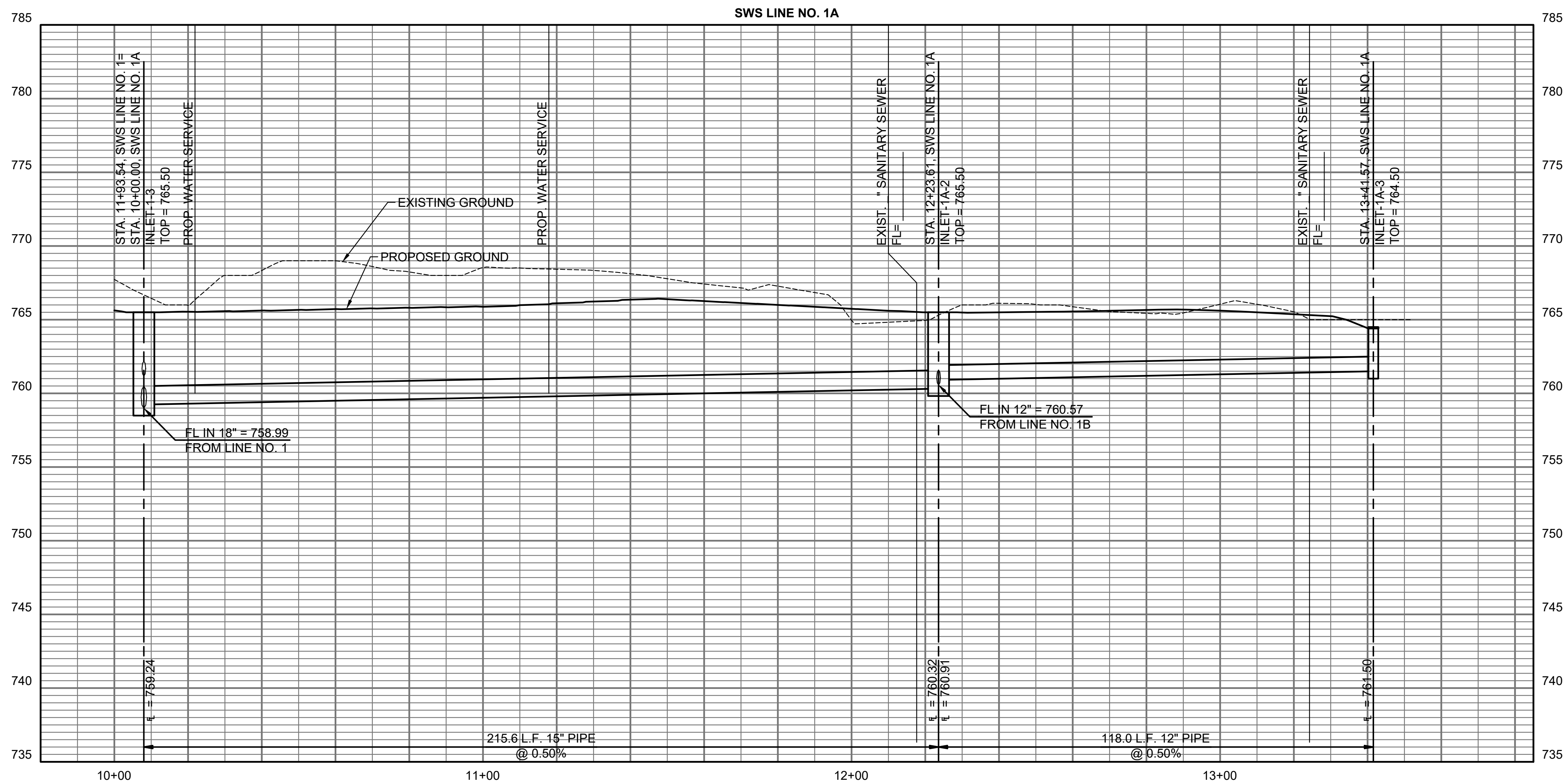
This COR has been accepted on _____ by _____

Signature: _____

U:\WCH\TA-CIVIL\2021\10749\000\MUNIDRAWINGS\210749-000-CU211 - STORM
SEWER PROFILES 1.DWG
LAST SAVE 12/15/2021 3:32 PM
PLOT DATE 6/6/2023 3:23 PM



★ PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE THE EXISTING BRICK ARCH SWS PIPE TO VERIFY IT'S HORIZONTAL AND VERTICAL LOCATION. THE PIPE LOCATION SHALL BE REPORTED TO THE ENGINEER SO THAT ANY NECESSARY PLAN MODIFICATIONS CAN BE MADE. ANY ADDITIONAL LABOR OR MATERIALS NECESSARY TO COMPLETE THE CONNECTION SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT.



CENTRAL PARK SPORTS COMPLEX

INDEPENDENCE, KANSAS

Date: 06/06/23
Issued For: Bidding

REVISIONS	



INDIGO DESIGN, INC.
Landscape Architecture
8593 Timber Trails Drive De Soto, KS 66018
Ph: (913) 583-1370 Fax: (913) 583-1370

PROJECT TEAM

LANDSCAPE ARCHITECTURE
INDIGO DESIGN, INC.

LANDSCAPE ARCHITECTURE
(SPORTS FIELDS)
VSR DESIGN

CIVIL ENGINEERING
PROFESSIONAL ENGINEERING
CONSULTANTS, P.A. (PEC)

ARCHITECTURE
HBK ARCHITECTURE & INTERIORS

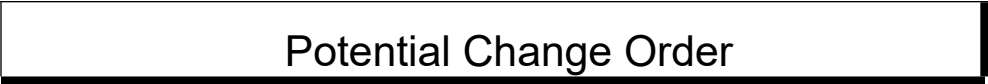
ELECTRICAL ENGINEERING
PKMR ENGINEERS

MEP ENGINEERING
PKMR ENGINEERS

STRUCTURAL ENGINEERING
STEWART ENGINEERING

STORM SEWER
PROFILES 1

SHEET
CU211



23KS30DRFD

Source of Funding: Owner Contract Change Order

Raise existing Sanitary Sewer Elev. per RFI-05

Change Total: \$1,812.58

Page 88 of 302



COR #	DATE
04	03/21/2024

Subject: Sanitary Sewer Manhole Extension

CUSTOMER

Crossland Construction Company
Columbus, KS

PROJECT

Central Park Sports Complex Utilities
PROJECT #: 20230710
Independence, KS 67301

DESCRIPTION

This pricing includes installation of risers and new ring and lid to bring existing manhole up to finish grade.

Item Name	Qty	Price/Unit	Total
Pick Up Risers & Ring/Lid	1	\$275.00/LS	\$275.00
Riser Rings, Frame & Lid & Ladder Rungs - [Material]	1	\$668.80/LS	\$668.80
Install Risers, Ladder Rungs & Ring/Lid - [Labor]	10	\$44.00/Hrs	\$440.00
Install Risers, Ladder Rungs & Ring/Lid - [Equipment]	2	\$132.00/HR	\$264.00

Subtotal \$1,647.80
Total \$1,647.80

APPROVAL

This COR has been accepted on _____ by _____

Signature: _____



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 28, 2024**

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider condemnation of 404 S. 8th Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends adjourning the hearing until June 27, 2024.

BACKGROUND The building department initiated the condemnation process for 404 S. 8th Street on July 13, 2023. Since then, our staff has been collaborating with Skylier Desmarais regarding timelines and the repair of the structure. Skylier managed to remove the porch and perform repairs on the roof. However, he faced challenges due to a family health situation involving his daughter, which constrained both his time and financial resources for further repairs on the structure. Consequently, Skylier has sold the property to Chris Wright, who has provided the attached timeline for the rehabilitation of the structure. City Staff recommends postponing the hearing until June 27, 2024, to allow for the completion of the rehabilitation process.

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

SUGGESTED MOTION I move to adjourn the public hearing to consider the condemnation of 404 S. 8th Street until June 27, 2024, at 5:30 PM.

SUPPORTING DOCUMENTS

1. New Time line - New Owner Chris Wright_Redacted
2. Photos 03202024

From: [Chris Wright](#)
To: [David Cowan](#)
Subject: 404 S 8th St
Date: Monday, March 11, 2024 3:44:08 PM

David,

Thank you for taking some time to chat with me. Right now, I am planning on improvements starting in the next 2 weeks. I walked the property with Skylier (My Son) and Laci (My Daughter). As I told you Laci is acquiring the property, and I am going to help her get into shape so she can move into it.

First things on my agenda are as follows, this will happen over the next 2 weeks.

1. Fix fascia and drip edge along front of house
2. Install new steps at front entry
3. General cleanup of property

As soon as I can get a breaker for my skid steer we will be busting the old steps and hauling the demo material off.

I am compiling a list that goes further, that list will be to you by the weeks end.

Chris Wright
Project Manager
Taylor Crane & Rigging



Disclaimer

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**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 28, 2024**

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider the condemnation of 512 N. 16th Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City staff recommends adjourning the hearing until June 27, 2024.

BACKGROUND The City of Independence initiated condemnation proceedings for 512 N. 16th on May 11, 2023, following a structure fire at the residence, deeming it dangerous and unsafe. The previous owner, David Goforth, requested an adjournment of the hearing and submitted a timeline for repairs. Subsequently, David sold the property to Madisyn Fienen, who has since been actively working on the structure and provided her own timeline for repairs, with a focus on the interior. City Staff met with Madisyn on March 19, 2024, and conducted a thorough tour of the structure. Based on their assessment, we recommend adjourning the hearing until June 27, 2024, to allow Madisyn additional time to complete the rehabilitation of the structure.

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

SUGGESTED MOTION I move to adjourn the public hearing to consider the condemnation of 512 N. 16th Street until June 27, 2024, at 5:30 PM.

SUPPORTING DOCUMENTS

1. Notice of Public Hearing - March 28, 2024
2. Timeline - Madisyn 11062023
3. 512 N. 16th Photos



"Delivering Excellence"

620.779.2115

March 07, 2024

Madisyn Fienen
400 N. 8th #8
Independence, Kansas 67301

Dear Madisyn:

I am writing to inform you that 512 N. 16th is set for a Public Hearing on March 28, 2024, at 5:30 PM to review the status of renovations.

The following action is required to avoid condemnation of the property as dangerous and unsafe.

1. Provide an update on the work that is being done at the property
2. Provide an updated timeline on the rehab of the property

Please respond to this request by March 20, 2024.

The Public Hearing will be at City Hall, 120 N. 6th Street, at 5:30 PM on March 28, 2024.

If you have any questions or concerns, please contact me at the numbers or email below.

Thanks,

David Cowan

To Do:

- 1) replacing all flooring & sheetrock
- 2) replacing all electric
- 3) replacing plumbing - all of it.
- 4) will put in new heating system.

We just received the deed to the house in the past few months (in Sept.) we have already fixed the roof, replaced the doors and locks to secure the house, started to clean up the trash, & work towards making the house liveable.

We are hoping to move into the house by the end of 2024, & are working as quickly as the money situation allows us. We are at the house at least 5 days a week working on it. We pay cash for everything so it goes a little slower than we hope, but the house is no longer open, it is secure & locked.

Done -

- 1) replaced doors & locks so building (house) is secure
- 2) roof has been repaired from holes from fire department
- 3) still going through & removing trash outside - should be complete by end of Dec.
- 4) replacing sheetrock & flooring room by room
- 5) windows are secure & will be replaced before we move in. Some may be covered up.















REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 28, 2024

Department Park, Zoo & Cemetery

Director Approval Scott Patton

AGENDA ITEM Consider Proclaiming April 26, 2024 as Arbor Day.

SUMMARY RECOMMENDATION Adopt the proclamation

BACKGROUND On February 25th, 2016 The City Commission approved Ordinance # 4214 creating a Tree Board to honor the city's rich history of enjoying and preserving local natural resources and to promote and protect public health, safety, and general welfare by providing for the development of a Community Forestry Plan to address the planting, maintenance, and removal of trees located on public property, or which encroach upon public property, and to enhance the natural beauty of the community.

This year the Tree Board plans on celebrating Arbor Day on Friday, April 26th, 2024. This is the first step in renewing our recertification for Tree City USA.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to proclaim April 26, 2024 as Arbor Day.

SUPPORTING DOCUMENTS

1. Proclamation Arbor Day

PROCLAMATION

ARBOR DAY

- WHEREAS** In 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and
- WHEREAS** This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- WHEREAS** Arbor Day is now observed throughout the nation and the world; and
- WHEREAS** Trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and
- WHEREAS** Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and
- WHEREAS** Trees in our city increase property values, enhance the economic vitality of business areas, and beautify business areas and our community; and
- WHEREAS** Trees – wherever they are planted – are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Timothy R. Emert, Mayor of the City of Independence, do hereby proclaim **April 26, 2024**, as **Arbor Day in the City of Independence, Kansas**, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 28th day of March 2024.

Timothy R. Emert, Mayor





**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 28, 2024**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider proclaiming April 2024 as Child Abuse Prevention Month.

SUMMARY RECOMMENDATION Authorize the proclamation.

BACKGROUND We received a request from Jordan Lemos representing the Kansas Children's Service League requesting to adopt the attached proclamation declaring April 2024 as Child Abuse Prevention Month.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to proclaim April 2024 as Child Abuse Prevention Month.

SUPPORTING DOCUMENTS

1. April Child Abuse Prevention Proclamation Request
2. Child Abuse Prevention Month 2024 Proclamation-Independence

Proclamation signing

Jordan Lemos <jlemos@kcsl.org>

Tue 3/12/2024 3:03 PM

To: Kelly Passauer <kellyp@independenceks.gov>

Hi Kelly! This is Jordan Lemos with the Kansas Children's Service League (Healthy Families) office in Independence, KS. Here in the Independence office, we serve Labette, Montgomery, & Chautauqua county. Healthy Families provides free, intensive, home-based services and parenting support to qualifying pregnant mothers and parents of children ages 0-3 with certain risk factors. Kansas Children Service League serves as the state chapter for Prevent Child Abuse America. Working to build awareness, educate, organize activities, and lead advocacy efforts to prevent child abuse and neglect. I am reaching out to you about signing a proclamation declaring April as Child Abuse Awareness Month. Our program has done this in the past, although this will be my first time reaching out to you as the new supervisor for the Independence program. I hope to hear back from you and thank you for your time! 😊

Jordan Lemos

Healthy Families Supervisor

201 N. Penn Ave., Suite 307

Independence, KS 67301

620-779-0125

jlemos@kcsl.org



Kansas Children's Service League    
Stronger families start here.

PROCLAMATION
CHILD ABUSE PREVENTION MONTH

- WHEREAS** Children are our nation’s most vulnerable members as well as our nation’s most valuable resources, helping to shape the future of Montgomery County (Independence); and
- WHEREAS** Childhood trauma can have long-term psychological, emotional, and physical effects throughout an individual’s lifetime and impact future generations of their family; and
- WHEREAS** Childhood trauma, including abuse and neglect, is a serious problem affecting every community in the U.S., and finding solutions requires input and action from everyone; and
- WHEREAS** Protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and
- WHEREAS** Effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community-and faith-based organizations, businesses, law enforcement agencies, and families; and
- WHEREAS** Children who live in families with access to concrete economic and social supports are less likely to experience abuse and neglect; and
- WHEREAS** We acknowledge that in order to solve the public health issue of abuse and neglect we must work together to change hearts and mindsets through storytelling and sharing, center the needs of families, break down bias and barriers, and inspire action from expected and unexpected partners in prevention; and
- WHEREAS** Prevention remains the best defense for our children and families.

NOW, THEREFORE, I, Timothy R. Emert, Mayor of the City of Independence, do hereby proclaim April 2024 as Child Abuse Prevention Month in the City of Independence, Kansas.

Dated this 28th day of March 2024.

Timothy R. Emert, Mayor





**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 28, 2024**

Department Housing

Director Approval April Nutt

AGENDA ITEM Consider proclaiming April 2024 as Fair Housing Month.

SUMMARY RECOMMENDATION Consider a request authorizing the Mayor to sign a proclamation declaring April 2024 as Fair Housing Month.

BACKGROUND During April 2024, the Independence Housing Authority joins in the national celebration in recognizing April 2024 as Fair Housing Month. During this month of celebration, the City of Independence, Kansas along with the Independence Housing Authority reaffirms its commitment to ending housing discrimination within the City limits of Independence, Kansas.

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

SUGGESTED MOTION I move to proclaim April 2024 as Fair Housing Month.

SUPPORTING DOCUMENTS

1. Proc-fair housing

PROCLAMATION

FAIR HOUSING MONTH

WHEREAS The Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and

WHEREAS The City of Independence is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today, many realty companies and associations support fair housing laws; and

WHEREAS The Fair Housing groups and the U.S. Department of Housing and Urban Development have, over the years, received thousands of complaints of alleged illegal housing discrimination and found too many that have proved upon investigation to be violations of the fair housing laws; and

WHEREAS Equal housing opportunity is a condition of life in our City that can and should be achieved.

NOW, THEREFORE, I, Timothy R. Emert, Mayor of the City of Independence, do hereby proclaim April 2024 as Fair Housing Month in the City of Independence, Kansas.

Dated this 28th day of March 2024.



Timothy R. Emert, Mayor



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 28, 2024

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider the appeal of a sign request denied by the Independence Historic Preservation and Resource Commission.

SUMMARY RECOMMENDATION City staff does not recommend approval of the sign permit as submitted.

BACKGROUND The owner of Indy Vapes has submitted an appeal of the IHPRC denial of their sign permit at 223 N. Pennsylvania Ave. The background on the sign request is as follows:

The City of Independence Building Department received a complaint regarding a sign installation at Indy Vapes. Upon receiving the complaint, the City contacted Indy Vapes, who subsequently submitted the attached sign permit application and certificate of appropriateness for review by the IHPRC committee. The IHPRC reviewed the application at their meeting on January 22, 2024, and decided to table a decision pending further review by staff and SHPO. Following this, a review by SHPO provided staff with the following information: Katrina Ringler responded, advising that the IHPRC should ensure the decision is based on the Secretary of the Interior's Standards for Rehabilitation. SHPO believes that standards 2, 5, 6, and 9 are applicable in this case. Those standards are as follows:

(2) The historical character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(5) Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

(6) Deteriorated historical features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

(9) New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

SHPO review of photos from 1987 shows a storefront's transom was covered with some solid/opaque material. That same material appears to be in place up to 2021, when there was a change to a new opaque material with vertical dark strips to suggest the look of a glass transom. Does this project "damage or destroy" the historic building? Likely not physically, since there does not appear to be any historic materials existing in that area. Does the sign "damage or destroy" the character of the building or district? Potentially. Please see Standard

#9, exterior alterations should be compatible with the historic property. Please refer to the attached Signs and Awning pdf provided by SHPO. We (SHPO) see that it's not uncommon for signage to be located in the transom area of a storefront when the transom glass is missing, but the signage should be compatible with the overall character of the building and the surrounding district. If the preservation commission does not think that this signage is compatible with the building/district, then they should issue a "damage or destroy" determination.

After reviewing the sign applications, city staff have determined that the proposed sign does not comply with the C-3 regulations. According to the code, signage is permitted up to either 50 square feet or 5% of the total area, whichever is smaller. The frontage of 223 N. Penn is approximately 978 square feet, thus allowing for a maximum sign size of 50 square feet. However, the requested sign exceeds this limit at 84.33 square feet. Additionally, staff believe that the proposed signage is not in harmony with the overall character of the building and the surrounding district. If the IHPRC denies the sign permit request, the owner shall be given 30 days to remove the sign or file an appeal to the City Commission for final determination of their request.

On February 26, 2024, the IHPRC met and held a meeting regarding the sign permit request. A motion was passed and approved to deny the sign application based on the determination that it damages or destroys the character of the building and district. The IHPRC noted four issues regarding their denial of the application.

1. The sign does not comply with the Historic District Sign regulations concerning size and square footage allowances.
2. The sign is incompatible with the historic building and district
3. The sign does not effectively advertise the business, with the actual business name appearing in small letters
4. Failure to obtain a sign permit and IHPRC approval before installing the sign in the Downtown Historic District. These concerns could have been addressed if the proper process had been followed prior to installation.

The owner was given until March 26, 2024 to remove the sign or file an appeal to the City Commission.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION 1. I move to deny the sign application based on the IHPRC's determination that it damages or destroys the building's and district's character.
2. I move to approve the sign's design, but the owner must file a variance request with Planning and Zoning and comply with the C-3 sign regulations for the size of the sign.

SUPPORTING DOCUMENTS

1. Appeal Letter
2. Denial Letter to Indy Vapes, LLC - 02262024
3. IHPRC Agenda Item - Feb 26, 2024- 223 N. Penn Ave Sign Request
4. Photo A
5. Photo B
6. Photo C

March 18, 2024

Kelly P
City of Independence
120 N 6th Street
Independence, Kansas 67301

Dear Kelly,

Please allow the following to constitute an appeal to The Board's recent denial of our sign and application thereto, Application 01052024.

On or about December 21st, 2023, Indy Vapes had a sign installed above the storefront at 223 North Pennsylvania Avenue. At the time of the installation, Indy Vapes did not have a sign permit pursuant to 803.10. Indy Vapes contracted with Wright Signs & Graphics, located in Parsons, Kansas. The requirement for a permit was never mentioned, and Indy Vapes selected a design that appeared to fit the building and capture the nature of the business very succinctly and quite simply.

Thereafter, on December 22nd, 2023, the very next day, Indy Vapes received a Notice of Code Violation, 12222023. The Violation set out the regulations for the erection of a sign inside the Historic District of Independence.

On December 29th, 2023, Indy Vapes provided the necessary Sign Permit Application and, on February 1st, 2024, Indy Vapes attended the meeting of the Historic Preservation Resource Commission to discuss the design and placement of the sign. During this meeting, there was discussion regarding whether there was, at one time, a transom in the spot the sign occupied. Indy Vapes advised that, since having owned the building, and prior thereto, according to the previous owner, Randy Hoffman, there was no visible transom for some thirty plus years. Further, there was discussion regarding whether the fact that there may have been, at one time in the distant past, a transom, specifically whether that had any bearing on the current placement of the sign. The discussion lent itself to the conclusion that the transom's presence from some time ago wouldn't affect the placement of the sign, but the Commission ultimately decided to table the matter for further consideration, upon research of the transom issue. Of note, Indy Vapes made notes from the meeting, specifically the discussion surrounding the transom.

When it was determined that the issue would be tabled, Indy Vapes was advised that "someone would come by to take a closer look" at the backside of the transom, from inside the building. As of the date of this appeal, this has not occurred.

In addition, there was only discussion regarding the large letter style used in the sign, specifically the words "Vape" on one side of the logo/business name, and "Smoke" on the other. The other discussion revolved around the overall size of the sign in accordance with the C-3 regulations, which govern the total area the sign may cover in

relation to the square footage of the frontage of the building, in the case, estimated to be fifty square feet or 5%, whichever is smaller.

The next meeting was held on February 26th, 2024. Indy Vapes emailed Mr. Cowan to ask for the matter to be tabled for one additional meeting due to having emergency plumbing issues at home. The request was denied and Indy Vapes was not in attendance.

Thereafter, Indy Vapes received a letter from Mr. Cowan, which contained a denial of the Sign Permit and set forth the reasons therefore, which were not part of the initial discussion and frankly, leave Indy Vapes shaking its head.

Due diligence notwithstanding, in that Indy Vapes failed to obtain the required permit, and relied on a third party, Wright Signs & Graphics, regarding the size and placement of the sign, it's a bit incredulous that this Commission has the ability to set forth the placement of the business name, which is and always has been inside and part of the company logo, and, in our opinion, effectively advertises the business, as it has for six years. Further research would appear to indicate that this is rather a personal opinion, as it does not appear in any of the Interior's Standards for Rehabilitation, and especially not in standards 2, 5, 6 and 9, as set forth in the denial.

Further, simply stating that the sign is "incompatible with the historic building and district" again seems an opinion, rather than a standard.

Upon further inspection by Indy Vapes, photos were taken of the inside of the building, where the transom may have been in the past. At some point, appearing from the materials used, the transom was covered in a masonry type material that looks to be at least thirty years old, perhaps more. Those photos are available, should the Commission like to review them for clarification. There appears to be some disconnect regarding whether the sign can be placed over an area that may have contained a transom upwards of thirty years ago.

This was the only issue discussed, and Indy Vapes has taken the additional measures to ensure that there is no glass under the frame upon which the sign has been erected.

At this stage, we want to make clear that Indy Vapes wants to do the best thing for all parties to this action. There is no issue for us regarding the size of the sign, and we're amenable to discussion of the placement, but would like clarification regarding the placement, as we feel drilling into masonry to hang the sign in the brick above the wooden frame could be more hazardous to the structure than the current placement.

Secondly, we feel it's not the Commission's place to determine the design of the Indy Vapes logo, which does, and always has contained the business name inside it.

If the Commission is open to working with Indy Vapes for a “Best for All” approach, let’s get together and work for the small businesses that comprise the Historic District. There are a lot of us, and the City of Independence is publicly funded. We would like to see our public funding work for us, not against us.

We look forward to working with you.

Regards,

Dominette and Ron
Indy Vapes



"Delivering Excellence"

February 26, 2024

Indy Vapes, LLC
Dominette Celli & Ron Nickle
223 N. Penn Ave
Independence, Ks. 67301

Dear Dominette & Ron:

The Independence Historical Resource Commission convened today to review the sign application for 223 N. Penn Ave. The Board had deferred the decision from the January 22, 2024, meeting and tasked the staff with gathering additional information from the State Historical Office.

The SHPO office provided the IHPRC with guidance, citing the Interior's Standards for Rehabilitation, specifically standards 2, 5, 6, and 9. You can access these standards at <https://www.nps.gov/articles/000/treatment-standards-rehabilitation.htm>.

After deliberation, the IHPRC decided to deny your sign application and granted the applicant 30 days to remove the sign. Alternatively, you may choose to appeal the decision to the City Commission. To file an appeal, please email the City Manager at kellyp@independences.gov

During the meeting, the IHPRC raised several concerns regarding the application:

1. The sign does not comply with the Historic District Sign regulations concerning size and square footage allowances.
2. The sign is incompatible with the historic building and district.
3. The sign does not effectively advertise the business, with the actual business name appearing in small letters.
4. Failure to obtain a sign permit and IHPRC approval before installing the sign in the Downtown Historic District. These concerns could have been addressed if the proper process had been followed prior to installation.

Decision: **Permit Denied**. The applicant has until Tuesday, March 26, 2024, at 5:00 PM to remove the sign.

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



"Delivering Excellence"

The IHPRC strongly encourages the owner to explore alternative options that align with the sign requirements for the district in terms of size, color, and historic compatibility. By submitting a new application, the IHPRC can review the design and work with the owner to approve a suitable sign for the building.

Sincerely,

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



**REQUEST FOR HISTORIC PRESERVATION RESOURCE
COMMISSION (CERTIFIED LOCAL GOVERNMENT)
ACTION
CITY OF INDEPENDENCE
FEBRUARY 26, 2024**

Department Admin

Prepared By David Cowan

AGENDA ITEM Consider a sign application at 223 N. Pennsylvania Avenue.

SUMMARY RECOMMENDATION City Staff does not recommend approval of the sign permit as submitted.

BACKGROUND The City of Independence Building Department received a complaint regarding a sign installation at Indy Vapes. Upon receiving the complaint, the City contacted Indy Vapes, who subsequently submitted the attached sign permit application and certificate of appropriateness for review by the IHPRC committee. The IHPRC reviewed the application at their meeting on January 22, 2024, and decided to table a decision pending further review by staff and SHPO. Following this, a review by SHPO provided staff with the following information: Katrina Ringler responded, advising that the IHPRC should ensure the decision is based on the Secretary of the Interior's Standards for Rehabilitation. SHPO believes that standards 2, 5, 6, and 9 are applicable in this case. Those standards are as follows:

(2) The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(5) Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

(6) Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

(9) New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

SHPO review of photos from 1987 shows a storefront's transom was covered with some solid/opaque material. That same material appears to be in place up to 2021, when there was a change to a new opaque material with vertical dark strips to suggest the look of a glass transom. Does this project "damage or destroy" the historic building? Likely not physically, since there does not appear to be any historic materials existing in that area. Does the sign "damage or destroy" the character of the building or district? Potentially. Please see Standard #9, exterior alterations should be compatible with the historic property. Please refer to the attached Signs and Awning pdf provided by SHPO. We (SHPO) see that it's not uncommon for signage to be located in the transom area of a storefront when the transom glass is missing, but the signage should be compatible with the overall character of the building and the surrounding district. If the preservation commission does not think that this

signage is compatible with the building/district, then they should issue a "damage or destroy" determination.

After reviewing the sign applications, city staff have determined that the proposed sign does not comply with the C-3 regulations. According to the code, signage is permitted up to either 50 square feet or 5% of the total area, whichever is smaller. The frontage of 223 N. Penn is approximately 978 square feet, thus allowing for a maximum sign size of 50 square feet. However, the requested sign exceeds this limit at 84.33 square feet. Additionally, staff believe that the proposed signage is not in harmony with the overall character of the building and the surrounding district.

If the IHPRC denies the sign permit request, the owner shall be given 30 days to remove the sign or file an appeal to the City Commission for final determination of their request.

SUGGESTED MOTION IHPRC Motion Options:

(1) I move to deny the sign application based on the determination that it damages or destroys the character of the building and district.

(2) I move to approve the design of the sign but the owner must file a variance request with Planning & Zoning and come into compliance with the C-3 sign regulations for the size of the sign.

SUPPORTING DOCUMENTS

1. INDY VAPES LLC - SIGN PERMIT APPLICATION 01052024
2. Indy Vape - EMAIL - 01082024
3. Sign Violation - 12222023
4. SHPO Comments
5. signs_and_awnings - SHPO
6. 802.0.____District_sign_regulations.

APPLICATION FOR SIGN PERMIT
CITY OF INDEPENDENCE, KS
620-332-2504

BUSINESS Indy Vapes, LLC
ADDRESS 223 N. Penn Ave
CONTACT NAME [Business Owner] Dominette Celi - Ron Nickle
PHONE 6203300500 City License # 4217
SIGN COMPANY Wright Signs (Parsons)
CONTACT NAME Nathan - 620-421-1011
Location of sign or advertising structure, be specific in detail: 44" high x 23' long
aluminum, mounted to wooden frame which is
already attached to building facade
Color red/wh/blue Dimensions 44" x 23' sq ft per face
Construction Material Aluminum Lit Internally? Y/N N
ELECTRICIAN N/A
COMPANY NAME _____
PHONE _____ City License # _____

ADDITIONAL INFORMATION & REQUIREMENTS

Does this design fit the guidelines of the historical district?

One set of detailed scale drawings and specifications [dimensions] showing proposed structure, method of construction and attachment to building or ground must accompany this application.

Stress and design calculation [if applicable] showing dead load and wind design must accompany this application.

Evidence that sign will comply with National Electric Code must accompany this application [if applicable].

Application submitted by _____

PERMIT APPROVAL

A \$25.00 fee must be paid and permit must be signed before work is started on installation of sign.

Zoning Administration Date _____ Permit Number _____

City of Independence Kansas
Independence Historic Preservation and Resource Commission

A. APPLICANT INFORMATION

Name of Applicant: Ronald Nickle & Domineette Celi
Mailing Address: 223 N. Penn Indy KS 67301
(Street) (City) (State) (Zip)
Telephone Number: 620 330 0500 Email: indyvapes1@gmail.com

Is the Applicant an: ☐ Individual, ☐ Corporation, ☐ Partnership, ☒ Other LLC

If the Applicant is a corporation or partnership, a list of the names and addresses of persons having a 10% interest or more in the corporation or partnership must be attached.

Relationship of the applicant to the property: ☒ Owner, ☐ Tenant or Lessee, ☐ Purchaser under contract
(with consent of owner, ☐ Other (please specify) _____)

If the applicant is not the owner of the property in question, the applicant must submit an affidavit with the owner(s) authorization to proceed with this process.

B. PROPERTY OWNER INFORMATION

☒ Check here if same as applicant. If the owner is not the applicant, please complete the following:

Owner's Name: _____

Address: _____

Telephone Number: (____) _____ Email: _____

C. PROPERTY INFORMATION

Street Address: 223 N. Penn

Block Number(s): _____; Lot Number(s): _____

Zone of Property: _____

Have all municipal taxes due as of the date of this Application been paid? ☒ Yes ☐ No

If no, please explain: _____

[This Space for Official Use Only]

DATE THIS APPLICATION WAS FILED WITH THE CITY _____

DATE THE REPORT OF THE COMMISSION WAS SUBMITTED TO THE CITY _____

THE APPLICATION IS DETERMINED TO BE COMPLETE THIS _____ DAY OF _____

INDEPENDENCE HISTORIC PRESERVATION OFFICER

D. CONSULTANT INFORMATION

Name, profession, complete address, telephone and email address of attorney, architect or other consultant representing applicant:

Wright Signs - Nathan

604 Main St - Parsons 67357

620-421-1011

sales@thewrightsign.com

E. CHANGES PLANNED

Is a change of use planned for this property? If yes, indicate old and new uses. ☐ Yes ☒ No

Indicate the category of work contemplated [check each appropriate description]:

Demolition ☐

Relocation ☐

Change to exterior appearance ☐

Addition or new construction ☐

Describe in narrative form the nature of the work contemplated. Use additional sheets if necessary:

Erecting a sign to front of building (as the photo sent w/ this application) by affixing to the wood facade above the awning - Wright Sign advised this wood is a frame from a previous sign.

Please attach to this application any additional materials that pertain to the nature of the intended work, such as photographs, diagrams, architectural drawings, or specifications. Also, please include, where available, any historical documentation or photographs that supports the planned restoration and/or rehabilitation activity.

F. CERTIFICATION BY APPLICANT

I hereby certify that, as of the date I signed this application, I am a legal or equitable owner of the property described herein, or I am an authorized officer or principal of said owner. I further certify that if there are other legal or equitable owners of said property, I have identified them herein. I further certify that the contents of this Application are complete, accurate and true.

Applicant's Signature: _____

Printed Name: _____

Title: _____

Date: _____ [If signing for Applicant]

NOTE: SEE INSTRUCTIONS TO APPLICATIONS, PARAGRAPH 9, FOR IMPORTANT NOTIFICATION REQUIREMENT THAT APPLIES TO ALL APPLICATIONS.

The IHPRC shall review the application for a certificate of appropriateness and determine whether issuance of a certificate of appropriateness should be approved or denied within 45 days of receipt of the application.

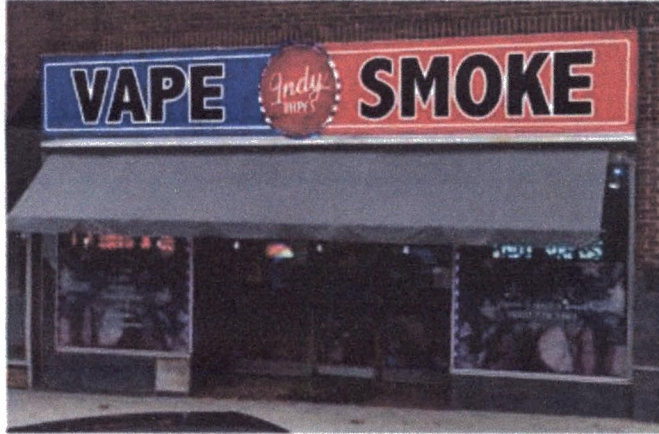
[This Space for Official Use Only]

APPLICATION TIMETABLE

1. Date application submitted _____
2. Date application is deemed complete _____
3. Date by which applicant must be notified that application is complete and that hearing has been scheduled _____
4. Hearing date _____
5. Date Commission's decision is due (within 45 days of App) _____



Aluminum sign installed with metal machine screws onto existing wood



Wright
SIGNS
& Graphics
COREY WRIGHT
620.421.1011
WRIGHTSIGNS@GMAIL.COM

Customer Name: Indy Vapes

Approval Signature:

Date:

All original artwork remains the sole property of The Wright Signs, LLC and is not to be reproduced, copied, or exhibited in whole or in part without first obtaining written consent from The Wright Signs, LLC.

**ARTWORK
PROOF ONLY**

Indy Vapes signage layout - theparsonsvapeshop@gmail.com - Gmail

Indy Vapes signage layout [Inbox x](#)

S

Dominette, Let us know your thoughts on something like this. Thanks!!

13

S

to me

Hopefully this helps.

Thanks!!

One attachment • Scanned by Gmail



D

to Sales

Thank you so much

From: [David Cowan](#)
To: INDYVAPES1@GMAIL.COM
Subject: RE: City of Independence - Building & Zoning Dept.
Date: Monday, January 8, 2024 7:30:00 AM
Attachments: [image001.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image002.png](#)

Dear Ronald & Dominette,

I misread your sign measurement. It is 44"x23' or 3.6' x 23' which is 84.3 sq feet. So you are currently in violation of the sign size. This is a P&Z issue and will be addressed after the IHPRC decision.

https://library.municode.com/ks/independence/codes/code_of_ordinances?nodeId=APXBZO_ARTVIIIISIRE_802.0DISIRE Please go to 802.6 District C-3 (a. #2) for the sign regulations for your building.

- An approved sign can be 50 sq feet or 5% of the total area, whichever is smaller
 - The applicant sign is 84.3 sq feet - Sq Ft of frontage is 956. - 5% is 47.8 sq ft.

Thanks,
David Cowan

David Cowan
Asst. City Manager

davidc@independenceks.gov

P +1.620.332.2528 | M +1.620.330.0056 | F + 1.620.331.1628

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



Important: This e-mail and any attachments may contain confidential information subject to protection under the Federal Standards for Privacy of Individually Identifiable Health Information (45C.F.R. Parts 160 and 164). This communication, including attachments, is for the exclusive use of an addressee and may contain proprietary, confidential, or privileged information. If you or your organization is a "Covered Entity" under the above-mentioned regulations, you are obligated to treat such information in a manner consistent with the regulations. If this e-mail and any files were sent to you in error, be advised that any use,

dissemination, forwarding, printing, or copying of this e-mail and/or any files are prohibited. Please immediately delete it from your computer and any servers or other locations where it might be stored and e-mail davidc@independenceks.gov or call David Cowan, Asst. City Manager, at 620-332-2528 advising you have done so.

From: David Cowan
Sent: Monday, January 8, 2024 6:53 AM
To: INDYVAPES1@GMAIL.COM
Subject: City of Independence - Building & Zoning Dept.

Dear Ronald & Dominette,

The City of Independence has received your sign permit & IHPRC application to install a sign at 223 N. Penn.

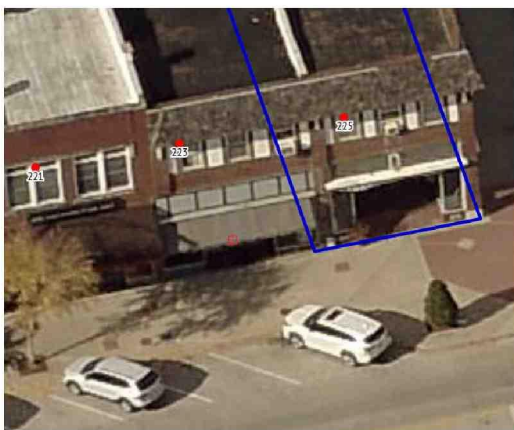
The IHPRC meeting will be on Monday, **January 22, 2024**.

- Location - 410 N. Penn Ave - Memorial Hall
- Room - Veteran's Room inside the Civic Center - Enter on the North side circle drive.
- Time: 12:00 PM

On January 19th, I will send out an IHPRC packet and copy you on the agenda and staff report for the IHPRC review and meeting.

Items that will be discussed at the meeting and you will need to be prepared to answer questions are:

- Transom covered
 - It appears there is a transom on the building that the sign has covered.
 - Transoms can represent a historic feature of the building and you will need to be prepared to discuss the reasoning for covering it and any potential damage that could occur by covering the transom of the building. IHPRC will consider your request and make a decision. Just so you know, decisions by the IHPRC can be appealed to the City Commission.
- Sign Design and Color
 - The IHPRC follows the guidelines set forth by the Department of Interior and SHPO - State Historic Preservation Office in the design and color of signs in the historic district. I will provide them with a picture of the current sign you have installed for the discussion.



- Sign Regulations
 - https://library.municode.com/ks/independence/codes/code_of_ordinances?nodeId=APXBZO_ARTVIIIISIRE (link to the sign code)
 - An approved sign can be 50 sq feet or 5% of the total area, whichever is smaller
 - The applicant sign is 6.84 sq feet - Sq Ft of frontage is 956. - 5% is 47.8 sq ft.



If you have any questions or concerns regarding the process, don't hesitate to contact me at davidc@independenceks.gov or 620.332.2528.

Sincerely,
David Cowan, Building Inspector



David Cowan
Asst. City Manager
davidc@independenceks.gov

P +1.620.332.2528 | M +1.620.330.0056 | F + 1.620.331.1628
City of Independence | 120 N. 6th Street | Independence, Kansas 67301



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"Delivering Excellence"

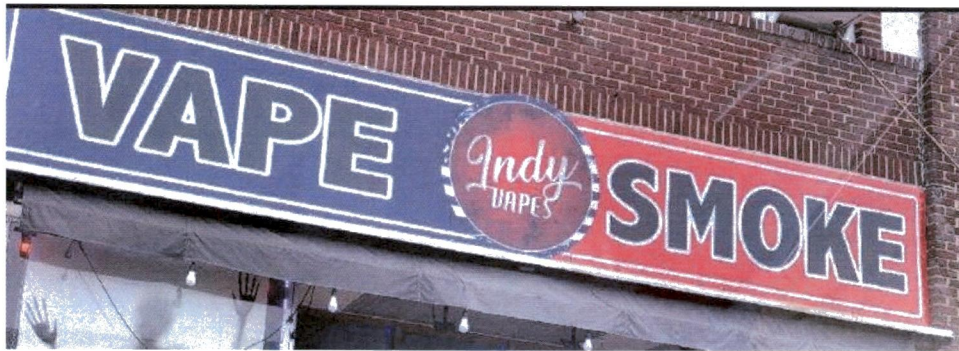
Notice of Code Violation

December 22, 2023

Indy Vape and Smoke Shop
223 N. Pennsylvania Ave
Independence, Kansas 67301

Dear Sir,

The City of Independence Building Department received a complaint regarding a sign installation in the Downtown Historic District of Independence, Kansas without a sign permit.



The City of Independence Sign Regulations for the C-3 Central District require the submission of a sign permit and approval of the Historic Preservation and Resource Commission.

Following Regulations exist:

- 803.10 - No sign can be installed until a sign permit has been issued by the City of Independence
- 802.6 - The sign cannot exceed 5% or 50 sq feet of the total surface area, whichever is smaller.
- The IHPRC must approve the sign based on the Secretary of Interior Standards.
 - Harmonious with the character of the building in size, scale and design
 - Distinctive, creative and simple
 - Pedestrian-oriented that respects neighboring buildings
 - Mounted in such a way not to damage, alter, or obscure historical architectural features.
- Once a sign permit application is approved by the IHPRC and City a sign permit can be issued.

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 | 811 W. Laurel Street | Independence, Kansas 67301



"Delivering Excellence"

The owner is hereby given (14) days or January 5, 2024, to submit a sign permit application and Certificate of Appropriateness application to the Building Department. Applicant will then present at the January 22, 2024, IHPRC meeting for approval of the sign.

Failure to make applications for the sign permit by January 5, 2024, t 5, 2024, the owner shall immediately remove the sign. Failure to apply or remove the sign by this date will result in a summons to municipal court for violation of the sign code.

Please feel free to contact the building department with any questions or concerns. I've attached the necessary applications needed to start the process.

Sincerely,

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 | 811 W. Laurel Street | Independence, Kansas 67301

City of Independence Kansas
Independence Historic Preservation and Resource Commission

A. APPLICANT INFORMATION

Name of Applicant: _____

Mailing Address: _____

(Street) (City) (State) (Zip)

Telephone Number: _____ Email: _____

Is the Applicant an: ☐ Individual, ☐ Corporation, ☐ Partnership, ☐ Other _____

If the Applicant is a corporation or partnership, a list of the names and addresses of persons having a 10% interest or more in the corporation or partnership must be attached.

Relationship of the applicant to the property: ☐ Owner, ☐ Tenant or Lessee, ☐ Purchaser under contract

(with consent of owner, ☐ Other (please specify) _____

If the applicant is not the owner of the property in question, the applicant must submit an affidavit with the owner(s) authorization to proceed with this process.

B. PROPERTY OWNER INFORMATION

☐ Check here if same as applicant. If the owner is not the applicant, please complete the following:

Owner's Name: _____

Address: _____

Telephone Number: (____) _____ Email: _____

C. PROPERTY INFORMATION

Street Address: _____

Block Number(s): _____; Lot Number(s): _____

Zone of Property: _____

Have all municipal taxes due as of the date of this Application been paid? ☐ Yes ☐ No

If no, please explain: _____

[This Space for Official Use Only]

DATE THIS APPLICATION WAS FILED WITH THE CITY _____

DATE THE REPORT OF THE COMMISSION WAS SUBMITTED TO THE CITY _____

THE APPLICATION IS DETERMINED TO BE COMPLETE THIS ____ DAY OF _____

INDEPENDENCE HISTORIC PRESERVATION OFFICER

D. CONSULTANT INFORMATION

Name, profession, complete address, telephone and email address of attorney, architect or other consultant representing applicant:

E. CHANGES PLANNED

Is a change of use planned for this property? If yes, indicate old and new uses. ☐ Yes ☐ No

Indicate the category of work contemplated [check each appropriate description]:

Demolition ☐

Relocation ☐

Change to exterior appearance ☐

Addition or new construction ☐

Describe in narrative form the nature of the work contemplated. Use additional sheets if necessary:

Please attach to this application any additional materials that pertain to the nature of the intended work, such as photographs, diagrams, architectural drawings, or specifications. Also, please include, where available, any historical documentation or photographs that supports the planned restoration and/or rehabilitation activity.

F. CERTIFICATION BY APPLICANT

I hereby certify that, as of the date I signed this application, I am a legal or equitable owner of the property described herein, or I am an authorized officer or principal of said owner. I further certify that if there are other legal or equitable owners of said property, I have identified them herein. I further certify that the contents of this Application are complete, accurate and true.

Applicant's Signature: _____

Printed Name: _____

Title: _____
[If signing for Applicant]

Date: _____

NOTE: SEE INSTRUCTIONS TO APPLICATIONS, PARAGRAPH 9, FOR IMPORTANT NOTIFICATION REQUIREMENT THAT APPLIES TO ALL APPLICATIONS.

The IHPRC shall review the application for a certificate of appropriateness and determine whether issuance of a certificate of appropriateness should be approved or denied within 45 days of receipt of the application.

[This Space for Official Use Only]

APPLICATION TIMETABLE

[This Space for Official Use Only]	
APPLICATION TIMETABLE	
1. Date application submitted	_____
2. Date application is deemed complete	_____
3. Date by which applicant must be notified that application is complete and that hearing has been scheduled	_____
4. Hearing date	_____
5. Date Commission's decision is due (within 45 days of App)	_____

**APPLICATION FOR SIGN PERMIT
CITY OF INDEPENDENCE, KS
620-332-2504**

BUSINESS _____

ADDRESS _____

CONTACT NAME [Business Owner] _____

PHONE _____ City License # _____

SIGN COMPANY _____

CONTACT NAME _____

Location of sign or advertising structure, be specific in detail: _____

Color _____ Dimensions _____ sq ft per face

Construction Material _____ Lit Internally? Y/N _____

ELECTRICIAN _____

COMPANY NAME _____

PHONE _____ City License # _____

ADDITIONAL INFORMATION & REQUIREMENTS

Does this design fit the guidelines of the historical district?

One set of detailed scale drawings and specifications [dimensions] showing proposed structure, method of construction and attachment to building or ground must accompany this application.

Stress and design calculation [if applicable] showing dead load and wind design must accompany this application.

Evidence that sign will comply with National Electric Code must accompany this application [if applicable].

Application submitted by _____

PERMIT APPROVAL

A \$25.00 fee must be paid and permit must be signed before work is started on installation of sign.

Zoning Administration Date _____ Permit Number _____



"Delivering Excellence"

We want to make sure the decision is based in the Secretary of the Interior's Standards for Rehabilitation - <https://www.nps.gov/articles/000/treatment-standards-rehabilitation.htm>. What Standard(s) are applicable in this case? Probably 2, 5, and maybe 6, and probably 9. We also want to look at what was the condition of the property before work started and how did the work impact the building/district. Our KHRI record has a photo from 1987 showing that this storefront's transom was covered with some solid/opaque material at that time. Looking at Google Streetview, that same material appears to have been in place with various signs and paint until 2021 when there was change to a new opaque material with vertical dark strips to suggest the look of a glass transom. I don't think it was an actual glass transom. Does this project "damage or destroy" the historic building? Likely not physically since there does not appear to be any historic materials existing in that area. Does the sign "damage or destroy" the character of the building or district? Potentially. Looking at Standard #9, exterior alterations should be compatible with the historic property. We have used this set of Guidelines for a few years now to help us and CLGs review projects for signage and awnings - [PDF signs and awnings.pdf](#). Using those guidelines, we see that it's not uncommon for there to be signage located in the transom area of a storefront when the transom glass is missing, but the signage should be compatible with the overall character of the building and the surrounding district. If the preservation commission does not think that this signage is compatible with the building/district then they should issue a "damage or destroy" determination. I encourage Independence to maybe use HPF grant funds to develop Design Guidelines for the downtown to help property owners and the commission with these kinds of review. There are some good examples of Design Guidelines at <https://www.napcommissions.org/design-guidelines>. They have one example from Newton, KS at https://drive.google.com/file/d/1nEP1jNitCdioX_VrsZ2sNGVmRSHr0W76/view?usp=sharing.

Guidelines for Signs and Awnings in Historic Districts and on Individually Listed properties in accordance with KSA 75-2724, Kansas State Historic Preservation Law

According to the state preservation law (KSA 75-2724), new signs and awnings (that require a local permit) installed on buildings individually listed in the state or national register or those within a historic district are subject to review in accordance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*. This document is intended to illustrate the *Standards* and provide specific examples of signs and awnings that do and do not meet the *Standards*.

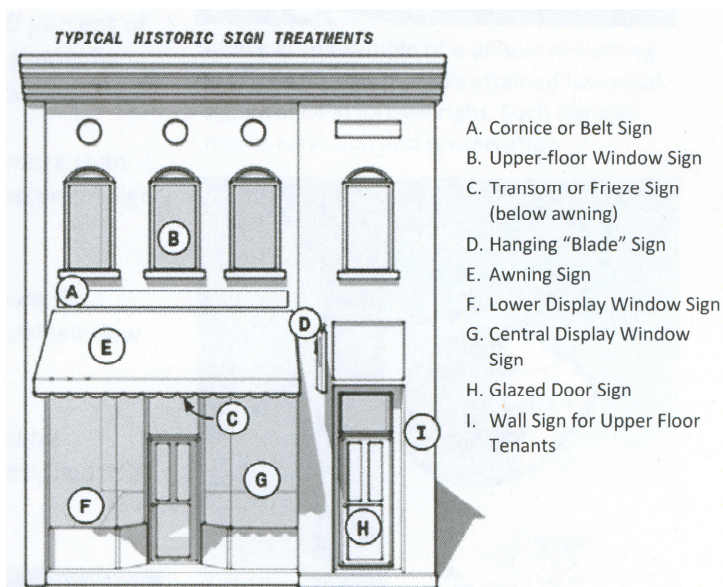
Historic Background: Signs

Historically, signs were placed in various locations on commercial buildings. The most common location was directly above the transom. They were often installed flush against the façade and featured simple lettering identifying the name or nature of the business. Blade signs, perpendicular to the façade, were also common.



700 block of South Kansas Avenue, Topeka 1930-1939, Note placement of signs (Kansas Memory)

While it is always preferable to retain historic signs if they are present, they are often missing or the business has changed and a new sign needs to be created. The appropriate new design for a sign will be one that is compatible with a sign that would have been in use during the period of significance of the building or district. Sometimes it is possible to locate a historic photo of the building or district to determine what would have been used historically. If there is no historical evidence, it is appropriate to install a sign that is compatible with the building in terms of representative size, scale, and materials. Illuminated signs were not common until the introduction of neon in the 1920s; however, illuminated signs are often desired. These guidelines are intended to provide guidance for signs that are appropriate in historic settings.



Use this diagram as a reference for locating signs on historic commercial buildings.

Every building is different and each sign must be reviewed with respect to the individual characteristics of the building. Guidance for appropriate new signs on commercial buildings in historic districts is found in the Secretary of the Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings: Storefronts* (located on the National Park Service website: http://www.nps.gov/hps/tps/standguide/rehab/rehab_storefronts.htm) and also *Preservation Brief #25: The Preservation of Historic Signs* (located on the National Park Service website: <http://www.nps.gov/hps/tps/briefs/brief25.htm>). According to the *Standards and Guidelines*,

“Using new illuminated signs; inappropriately scaled signs and logos; signs that project over the sidewalk unless they were a characteristic feature of the historic building; or other types of signs that obscure, damage, or destroy remaining character-defining features of the historic building” **is not recommended.**

When creating a new sign for a historic building or district refer to the following examples:

Signs that are compatible with historic buildings and districts:

- Channel letters with or without internal illumination
- Neon signs that are compatible in size, scale and placement
- Interior illuminated shaped logo signs
- Reverse-lit channel letters
- Non-illuminated signs that are compatible in size, scale, and placement
- Decal signs/window signs

Non-illuminated



Examples of compatible signs on historic commercial buildings l-r, decal sign in transom; channel letters above second story windows; flush panel sign over transoms.

Illuminated



Examples of compatible illuminated signs; shaped logo sign attached perpendicular to the building (left) and non-illuminated flush sign with multiple spotlight fixtures (right).

Signs that are not compatible with historic buildings and districts:

- Interior illuminated plastic box signs
- LED text signs unless on a theater marquis
- Signs that inappropriately extend across more than one storefront
- Signs that obscure or damage character-defining features
- Signs that are inappropriately scaled or are too large for the building



This sign would be compatible if it did not span two buildings.



This internally illuminated plastic box sign is incompatible in size, placement and materials.

Historic Background: Awnings

The primary purpose of historic awnings was to function as cover for inclement weather and shade for high sun exposure. Historically, awnings were covered with canvas. Early awnings were the typical shed type and were often retractable. Later in the 19th century, awnings could be shaped to fit arched openings. Over time, awnings became more than just climate control devices; they were used as decorative details and featured scalloped edges, multiple colors, and lettering. Beginning in the 1940s, metal awnings appeared in downtowns as well as on residential buildings, but for the most part, awnings have not changed as drastically as signs have. Canvas awnings are still widely used today and are very appropriate for a historic building.

When creating a new awning for a historic building or within a historic district consult the following: **Preservation Brief #44: The Use of Awnings on Historic Buildings: Repair, Replacement, and New Design** (located on the National Park Service website: <http://www.nps.gov/history/hps/tps/briefs/brief44.htm>) and refer to the following examples:



Downtown Ottawa 1898 (Kansas Memory) Note awning shapes and placement

Awnings that are compatible with historic buildings and districts:

Shape:

- Shed shaped awnings that are fixed or operable with fixed or free-hanging valances
- Awnings that are shaped to the window opening

Material:

- Canvas
- Synthetic fabrics such as acrylic or polyester coated canvas

Placement:

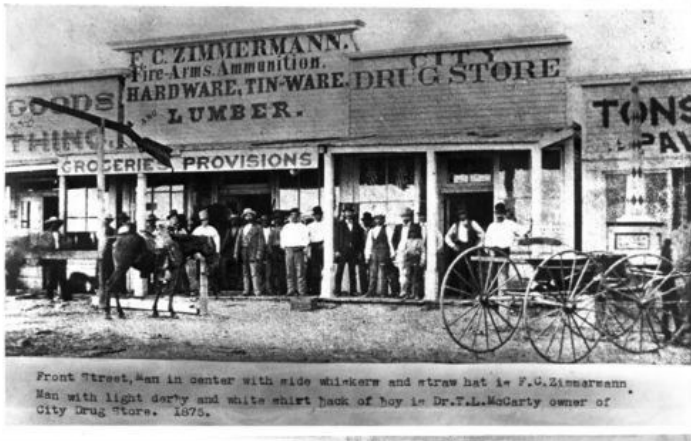
- Awnings that reflect the storefront openings and structural bays; one awning for each bay
- Awnings that do not obscure or damage historic features



Compatible new operable canvas shed awnings. This building on the left features a separate awning for each storefront. The design and fabric are the same resulting in a unifying theme on this segmented building. The building on the right features different types of coordinating awnings for different storefront configurations.

Awnings that are not compatible with historic buildings and districts:

- Inappropriately placed awnings that obscure historic features such as windows
- Vinyl awnings
- Internally illuminated awnings
- Inappropriately sized awnings; awnings spanning more than one storefront
- Dome or spherical awnings
- Pent or mansard roof additions



There is precedence for wood frame awnings that extend over the sidewalk on mid-19th century downtown buildings (photo at left); however, the photo at right illustrates a wood frame awning on an early 20th century (1930) building that is incompatible: The awning stretches across multiple buildings, is too large, and partially covers second story windows which detracts from the architectural significance.



Both the sign and the awning inappropriately span two storefronts. One awning for each separate building would be appropriate. The sign is also too large, obscuring historic features.



This internally illuminated vinyl awning functions more as a sign and is not appropriate for a historic building or district.



There is no historic precedent for a pent roof or a mansard roof on the front of a historic commercial building. Roof additions require more material than a typical awning and are often much too large resulting in damage to the storefront and obscured historic features.



802.0. District sign regulations.

802.1. A-1, agricultural district:

- a. *Home occupation sign:* One nonilluminated sign, not larger than five square feet, mounted on the building indicating a permitted home occupation.
- b. *Identification sign:* Each farm or agricultural establishment shall be permitted not more than one nonilluminated or illuminated detached identification sign located at the main entrance to the farm or establishment. Such sign shall not exceed 20 square feet in area.

802.2. Residential districts including R-1, R-2, R-3, R-4 and R-5:

- a. *Developed project identification signs:* For any one ownership containing a multifamily use, there shall be permitted only one nonilluminated or illuminated detached sign for each 20,000 square feet of land area, identifying the use and ownership, not more than 20 square feet in area and not more than six feet high overall, and such sign shall be located no closer than ten feet to any property line. Such signs shall bear no advertising.
- b. *Church signs:*
 - (1) One illuminated or nonilluminated detached sign per church, no more than 16 square feet in area, on church premises, indicating activities and services therein provided. Source of illumination shall be so shielded as to not be visible from residential areas.
 - (2) One illuminated or nonilluminated detached sign per church, no more than 40 square feet in area, on church premises abutting United States Highways 160 and 75, indicating activities and services therein provided. Source of illumination shall be so shielded as to not be visible from residential areas.
- c. *Construction signs:* One nonilluminated sign per building, not more than 32 square feet in area, showing names of architects, engineers, builders, or contractors on the premises of a building being constructed, at a minimum distance of ten feet from the property line, provided such sign shall be removed upon completion of the building and provided further that such sign shall carry no other advertising. The mounting of said sign be prohibited on any vehicle or portion of any vehicle.
- d. *For sale/rent signs:* There shall be allowed one nonilluminated temporary "for sale" or "for rent" sign per lot, not to exceed eight square feet in area. (See section 803.3, "Temporary Signs," for additional requirements.)

802.3. O&P, office and professional district:

- a. *Project identification signs:* Not more than two nonilluminated or illuminated wall signs shall be permitted on each office building, provided such signs shall indicate only the name of the building or establishments housed therein. No such sign shall have an overall area exceeding five percent of the area of the wall upon which it is mounted.
- b. *Shielding:* The source of light for any illuminated signs shall be so shielded as to not be visible from residential areas.

802.4. District C-1, neighborhood commercial district:

- a. *Wall signs:* Each business or commercial establishment shall be permitted not more than two nonilluminated or illuminated wall signs, not more than one on a facade, provided the area of each sign shall not exceed five percent of the total area of the facade upon which it is placed. In lieu of one of the above wall signs, one projecting sign of the same type of illumination and same area shall be permitted, provided no projecting sign shall extend more than three feet from the face of the building.

In addition, one nonilluminated wall sign, not more than nine square feet in area, may be placed at each major entrance to the building. Such signs shall not extend above the height of the wall upon which they are mounted and any signs painted directly upon wall surfaces shall not be larger than ten square feet in area.

- b. *Shielding*: The source of light for any illuminated signs shall be shielded as to not be visible from residential areas.

802.5. District C-2, general business district and District C-4, highway commercial district:

- a. *Wall and marquee sign*: Each business or commercial establishment shall be permitted not more than three illuminated or nonilluminated wall or marquee signs, not more than one on a facade, the total area of which sign shall not exceed 20 percent of the total area of the facade upon which it is placed. Such signs shall not extend above the average roof level of a one-story building more than five feet, and shall not extend above the average level of a two or more story building. Any signs painted directly upon wall surfaces shall not exceed 20 square feet in area.
- b. *Projecting and detached sign*: In lieu of one of the above attached signs, one projecting sign or one detached sign shall be permitted for each establishment, provided such projecting sign shall not exceed the area or height requirements of paragraph "a." above; and such detached sign shall not exceed 30 feet in height, nor shall it exceed 150 square feet in area per face nor more than 300 square feet total of all faces. Such detached and projecting signs shall be located not less than three feet from the property line providing it does not interfere with traffic view or other signs as might be obstructed from view. In the case of a shopping center, only one detached sign shall be allowed for the center, and one detached sign will be allowed for any service station which is part of the center.
- c. *Electronic sign*: Electronic signs consisting of LED/Reader board electronic changeable copy) or electronic display center (video display sign) as defined in this ordinance are permitted and must meet the following requirements:
1. *Detached sign*: The sign must be a detached sign and the electronic portion may not exceed more than 20 percent of the allowable square footage per face of said detached sign.
 2. *Duration*: Any portion of the message or image must have a minimum duration of eight seconds.
 3. *Off-premises advertising*: All messages displayed shall be directly related to the business for which the sign was constructed.
 4. *Setback*: The leading edge of the sign must be a minimum of 100 feet from an abutting residential district boundary.
 5. LED/Reader board (electronic changeable copy) signs shall have the following additional restrictions:
 - i. *Limited text*: The text of the sign must be limited to ten words to allow passing motorists to read the entire copy with minimal distraction.
 6. Electronic display center (video display) signs shall have the following additional restrictions:
 - i. *Brightness*: The sign must not exceed a maximum illumination of 5,000 nits (candelas per square meter) during daylight hours and a maximum of 500 nits (candelas per square meter) between dusk and dawn.
 - ii. *Dimmer control*: The sign must have an automatic dimmer control to produce a distinct illumination change as required.
 - iii. *Audio or pyrotechnics*: Audio speakers or any form of pyrotechnics are prohibited.

-
- d. *Billboards:* Poster panels and billboards as defined in this ordinance are permitted and must meet the following requirements:
1. *Conditional use permit required:* Poster panels and billboards as defined in this ordinance shall be permitted only upon issuance of a conditional use permit.
 2. *Setback from residential:* Poster panels and billboards shall not be permitted if less than 1,000 feet from a residential district.
 3. *Separation requirement:* Poster panels and billboards must be a minimum of 1,000 feet from any other poster panel or billboard.

802.6. District C-3, central commercial district:

- a. *Permitted signs:*
1. *[Generally:]* Signs permitted in the C-3 district shall be illuminated signs, nonilluminated signs, marquee signs, temporary signs, wall signs and projecting signs with the exception that no sign shall be mounted, painted or affixed to any surface extending above the transom or storefront beam whichever is higher.
 2. *Wall signs:* One sign per face of building not to exceed 50 square feet or five percent of the total area, whichever is smaller.
 3. *Corner buildings:* One sign equal to standards above for each wall.
 4. *Multiuse signs:* Total sign area for all uses not to exceed above standards.
 5. *[Signs hanging from awnings or mounted to storefronts:]* Signs hanging from awnings or mounted to storefronts may not exceed five square feet per face.
 6. *[Freestanding buildings:]* Freestanding buildings shall be permitted one freestanding sign not to exceed 80 square feet per face or 160 square feet total of all faces in the sign area. The top of the sign shall not be higher than 25 feet above ground level.
 7. *Historical restorations or reproductions:* Historically significant or reproduced signs shall be referred to the Main Street Committee for recommendation to the city commission who may authorize such installation.
 8. *[Rear wall signs:]* One rear wall mounted sign not to exceed 18 inches by 36 inches for business identification.
- b. *[Poster panels and billboards:]* Poster panels and billboards shall not be permitted in the C-3 zone.
- c. *Signs on awnings, canopies, and marquees:*
1. There shall not be more than one sign exceeding an aggregate gross surface area of such awning, canopy or marquee of ten percent of the gross area for each principal building.
 2. The gross surface area of a sign shall not exceed 50 percent of the gross surface area of the awning, canopy or marquee to which the sign is fixed.
- d. *General standards:*
1. Any awning, canopy, marquee or projecting sign shall not be less than seven feet above the surface of the grade of any street or sidewalk.
 2. Awnings and canopies shall be no closer than four feet from the public street curb and in no case extend more than 12 feet from the property line.
 3. Marquees shall be no closer than two feet from the property line.

802.7. District M-1 and M-2, light and heavy industrial districts:

- a. *[Permitted signs:]* Signs shall be permitted as provided in district C-2.
- b. *Projecting, marquee, detached and roof signs:* In addition, industrial establishments having one or more permanent buildings may provide illuminated or nonilluminated signs, including projecting, marquee, detached or roof types, in any location on the premises or on the building, providing such signs shall not exceed height or yard requirements as set out herein for buildings in that district.
- c. *Billboards:* Poster panels and billboards as defined in this ordinance shall be permitted in an industrial district only upon issuance of a conditional use permit.

(Ord. No. 3567, § 1, 2-15-89; Ord. No. 3684, § 1, 2-23-95; Ord. No. 4009, § 1, 5-15-08; Ord. No. 4180, §§ 1—3, 8-13-14)

Editor's note(s)—Ord. No. 4180, §§ 1—3, adopted August 13, 2014, set out the following provisions imposing a moratorium on the enforcement of the city's sign permit fee:

"A moratorium is hereby imposed on the enforcement of the city's sign permit fee. During the moratorium, the city will not charge a sign permit fee for signs hanging from storefronts or awnings in the C-3 zone.

The moratorium imposed by this ordinance shall expire 12 months from the effective date of this ordinance.

Upon expiration of the moratorium, a sign permit fee will be required."









**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 28, 2024**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider a recommendation from the Planning Commission to adopt an ordinance for a text amendment relating to "Restaurants, drive-through" in the C-3 Central Business District.

SUMMARY RECOMMENDATION Accept the recommendation of the Planning Commission and approve the text amendment as recommended.

BACKGROUND On March 5, 2024 the Planning Commission held a public hearing regarding this item and took the following action:

Based on the statements included in the staff recommendation, I move to recommend the City Commission modify the permitted and conditional use table to add "Restaurants, drive-through" as a conditional use in the C-3 district and a permitted use in the C-2 and C-4 districts, and to add a definition of "Restaurants, drive-through" as *"An establishment whose primary purpose is the sale, dispensing or serving of food, refreshments, ice, or beverages in automobiles, including those establishments where customers may serve themselves, except that this shall not include offering or selling food or beverages for consumption on the premises in parked motor vehicles."*

The additional background is included in the attached staff report that was provided to the Planning Commission.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to adopt an ordinance for a text amendment as recommended by the Planning Commission.

SUPPORTING DOCUMENTS

1. ORDINANCE 4447 - TEXT AMENDMENTS - RESTAURANTS, DRIVE-THROUGH
2. TextAmendment-Drive-Through

ORDINANCE NO. 4447

**An Ordinance Setting Forth Text Amendments to the Zoning Code
To Modify the Definitions and Permitted and Conditional Use Table Relating to Restaurants,
Drive-through.**

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

Section 1. Appendix B. – Zoning – Article IV. – Rules and Definitions, Section 403 is amended as follows:

“Restaurants, drive-through” definition be added as “An establishment whose primary purpose is the sale, dispensing or serving of food, refreshments, ice, or beverages in automobiles, including those establishments where customers may serve themselves, except that this shall not include offering or selling food or beverages for consumption on the premises in parked motor vehicles.”

Section 2. Appendix B. – Zoning – Appendix A – Listing of Permitted and Conditional Uses is amended as follows:

“Restaurants, drive-through” be added as a conditional use in the C-3 district and a permitted use in the C-2 and C-4 districts.

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

Adopted by the Governing Body of the City of Independence, Kansas, on the 28th day of March 2024.

ATTEST:

TIMOTHY R. EMERT, Mayor

DAVID W. SCHWENKER, City Clerk



**REQUEST FOR BOARD OF ZONING APPEALS ACTION
TEXT AMENDMENT.
CITY OF INDEPENDENCE
MARCH 5, 2024**

Department Admin

Prepared By Lydia Collins

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

SUMMARY RECOMMENDATION Initiate Text Amendment.

BACKGROUND The City Commission initiated a text amendment hearing before the Planning Commission to consider adding a conditional use permit option for "*Restaurants, drive-in*" in the C-3, Central Business District. This would provide the option for further review of this type of use in the downtown area and provide property owners within 200' an opportunity to voice any concerns. We have had a request for a drive-through and possibly a walk-up counter beverage business in the C-3 district. Customers would not enter the building. Since "*refreshments or beverages*" are included in the definition of "Restaurants, drive-in", we have used that definition to review this proposed use.

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

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

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

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

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

However, the Planning Commission should also be aware that one of the Use regulations in the C-3 district states (511.8.b): "*No business establishment shall offer or sell food or beverages for consumption on the premises in parked motor vehicles.*" Therefore, another alternative would be to create a new use specific to *drive-through restaurants* rather than modify the current use for *drive-in restaurants*.

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

Modifying the permitted and conditional use table would allow this type of use to be located in the C-3 district with a conditional use permit.

POLICY EXPLANATION 1601.2. Proposal of amendments: Amendments may be initiated by the governing body, the planning commission, or upon application by the owners of the property affected.

1602.3. Disposition of amendment proposals: Upon receipt of the proposed amendment from the zoning administrator, the planning commission shall hold a public hearing on the proposed amendment, and forward to the governing body its findings and recommendations with respect to the proposed amendment.

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

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

STAFF RECOMMENDATION City staff recommends modifying the permitted and conditional use table to add *"Restaurants, drive-through"* as a conditional use in the C-3, central business district, and a permitted use in the C-2 and C-4 districts. In addition, it is recommended to add a definition for *"Restaurants, drive-through"* of: *"An establishment whose primary purpose is the sale, dispensing or serving of food, refreshments, ice, or beverages in automobiles, including those establishments where customers may serve themselves, except that this shall not include offering or selling food or beverages for consumption on the premises in parked motor vehicles."*

Because this recommendation still requires a public hearing before approving this use in the C-3 district, it is consistent with the intent and purpose of these regulations. The areas that are most likely to be directly affected by such change are the C-3 district, as this potential new use would be allowed if the conditional use is approved, and the C-2 and C-4 districts already allow this type of establishment as a permitted use; and the proposed amendment is made necessary because of new planning concepts and social-economic conditions in the areas and zoning districts affected as constructing a traditional downtown building with zero lot lines would be cost prohibitive for most developers, especially considering the current available vacant space for offices and other uses in the downtown. According to the Cumming Group, the construction cost range for 2023 in South Central US for construction of a single-story office ranges from \$230 - \$330. The construction of a retail fashion center was estimated between \$290 - \$570. Utilizing these estimates, constructing a structure with zero lot lines on a 12,500 square foot lot would cost anywhere from \$2,875,000 to \$7,125,000. Source: [Cumming Group Construction Cost Range by Region, Cost Per Unit 2023](#).

SUGGESTED MOTION Based on the statements included in the staff recommendation, I move to recommend the City Commission modify the permitted and conditional use table to add *"Restaurants, drive-through"* as a conditional use in the C-3 district and a permitted use in the C-2 and C-4 districts, and to add a definition of *"Restaurants, drive-through"* as *"An establishment whose primary purpose is the sale, dispensing or serving of food, refreshments, ice, or beverages in automobiles, including those establishments where customers may serve themselves, except that this shall not include offering or selling food or beverages for consumption on the premises in parked motor vehicles."*

SUPPORTING DOCUMENTS

1. Public Hearing Notice Text Amendment Restaurants, drive-in

City of Independence, Kansas

NOTICE TO THE PUBLIC

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

Tuesday, March 5, 2024 at 5:30 p.m.

To consider a text amendment to modify the permitted and conditional use table relating to “Restaurants, drive-in” in the C-3, Central Business District.

Case Number:

2024/ZA/01

The hearing will be conducted in the Commission/Municipal Court 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 28, 2024**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider a recommendation from the Planning Commission to adopt an ordinance rezoning 408 S. 8th from R-3 to R-5, and adopting a resolution for a conditional use permit for an “Accessory use not located on the same lot or contiguous lot as the principal building or principal use served per 607.1.d.”

SUMMARY RECOMMENDATION Adopt the ordinance and resolution.

BACKGROUND On March 5, 2024 the Planning Commission held public hearings to consider rezoning 408 S. 8th from R-3 to R-5, and a conditional use permit for an “Accessory use not located on the same lot or contiguous lot as the principal building or principal use served per 607.1.d.” The Planning Commission recommended approval of the rezoning of 408 S. 8th Street from R-3 to R-5 with a conditional use permit for an “Accessory use not located on the same lot or contiguous lot as the principal building or principal use served per 607.1.d. with the following additional provisions:

- a. Must be located on an adjacent lot to the principal building or principal use served, excluding public rights- of-way.
- b. Must be located in the same zone as required for the principal building or principal use it serves.
- c. Must be under the same ownership as the principal building or principal use served.
- d. Must be located at the rear of the adjacent lot if there is access thereto.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to adopt an ordinance rezoning 408 S. 8th from R-3 to R-5, and adopting a resolution for a conditional use permit for an “Accessory use not located on the same lot or contiguous lot as the principal building or principal use served per 607.1.d.”

SUPPORTING DOCUMENTS

1. Ordinance 4448 - Rezoning 408 S 8th R3 to R5
2. Resolution 2024-010 - Conditional Use Permit - 408 S 8th
3. Rezoning and Conditional Use Permit - 408 S 8th

ORDINANCE NO. 4448

An Ordinance Rezoning Land from R-3, low density multifamily dwelling district to R-5, high density multifamily dwelling district located at 408 South 8th Street.

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

Section 1. The following described real estate is hereby rezoned from R-3, low density multifamily dwelling district to R-5, high density multifamily dwelling district:

Lot 16, Block 90, Orig Plat to the City of Independence, Kansas, Montgomery County, Kansas, commonly known as 408 South 8th Street.

Section 2. This Ordinance shall take effect upon its publication in the official City newspaper.

Adopted by the Governing Body of the City of Independence, Kansas, on the 28th day of March, 2024.

TIMOTHY R. EMERT, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

RESOLUTION NO. 2024-010

A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT FOR AN “ACCESSORY USE NOT LOCATED ON THE SAME LOT OR CONTIGUOUS LOT AS THE PRINCIPAL BUILDING OR PRINCIPAL USE SERVED PER 607.1.D” AT 408 SOUTH 8TH STREET.

WHEREAS, at a public hearing conducted on March 5, 2023, the Independence Planning and Zoning Commission voted to approve a request for a conditional use permit for “Accessory use not located on the same lot or contiguous lot as the principal building or principal use served per 607.1.d” at 408 S. 8th Street.

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

The recommendation of the Independence Planning & Zoning Commission to issue a conditional use permit for “Accessory use not located on the same lot or contiguous lot as the principal building or principal use served per 607.1.d” at 408 S. 8th Street, is approved as hereinafter modified.

The property in question has the legal description as described:

Lot 16, Block 90, Orig Plat to the City of Independence, Kansas, Montgomery County, Kansas, commonly known as 408 South 8th Street.

With the following provisions:

- a. Must be located on an adjacent lot to the principal building or principal use served, excluding public rights- of-way.
- b. Must be located in the same zone as required for the principal building or principal use it serves.
- c. Must be under the same ownership as the principal building or principal use served.
- d. Must be located at the rear of the adjacent lot if there is access thereto. Any non-conformance with any of the above conditions may result in revocation of the conditional use permit upon reasonable notice and opportunity to cure by the applicant.

Adopted and approved by the Governing Body of the City of Independence, Kansas, on this 28th day of March, 2024.

(Attest)

Tim Emert, Mayor

David Schwenker, City Clerk



**REQUEST FOR PLANNING COMMISSION ACTION
REZONING
CITY OF INDEPENDENCE
MARCH 5, 2024**

Department Admin

Prepared By Lydia Collins

AGENDA ITEM Public hearing(s) to receive comments to consider rezoning a tract of land at 408 South 8th Street from R-3, low density multifamily dwelling district to R-5, high density multifamily dwelling district; and to receive comments on a request for a conditional use permit for an “Accessory use not located on the same lot or contiguous lot as the principal building or principal use served per 607.1.d.”, in an R-3, low density multifamily dwelling district at 408 South 8th Street. The specific accessory use requested is an outbuilding to serve the primary structure located across the alley at 401 South Penn Avenue, which is in an R-5, high density multifamily dwelling district.

SUMMARY RECOMMENDATION Approve Rezoning.

BACKGROUND The Independence Housing Authority wants to remove the existing single-family structure and retain the outbuilding for IHA maintenance storage and work space at 408 S. 8th Street. This lot is located directly behind Penn Terrace and is owned by the City of Independence. The lot is R-3, low density multifamily dwelling district and in order for IHA to utilize the outbuilding, the lot must be zoned the same as the lots on Penn Terrace, which is R-5, high density multifamily dwelling district.

**ARTICLE X. SPECIAL PROVISIONS APPLYING TO MISCELLANEOUS
CONDITIONAL USES**

1015.0. Accessory uses not located on the same lot or contiguous lot as the principal building or principal use served per. 607.1.d.

1015.1. Special conditions: Accessory uses not located on the same lot or contiguous lot as the principal building or principal use served per 607.1.d shall meet the following provisions when authorized as a conditional use in any district:

- a. Must be located on an adjacent lot to the principal building or principal use served, excluding public rights- of-way.
- b. Must be located in the same zone as required for the principal building or principal use it serves.
- c. Must be under the same ownership as the principal building or principal use served.
- d. Must be located at the rear of the adjacent lot if there is access thereto.

1015.2. Revocation: Accessory uses granted by conditional use permit per Section 1015 will be required to continue to meet all special conditions per 1015.1. If the accessory uses no longer comply with one or more of the special conditions contained in 1015.1, then the conditional use permit will be revoked, and the accessory uses previously allowed will be required to either be removed or otherwise come into compliance with City code.

POLICY EXPLANATION Acceptance of a rezoning request must be based on the

following factors: A) Character of the neighborhood, B) Zoning and uses of properties nearby, C) Suitability of the subject property for the uses to which it has been restricted, D) Extent to which the proposed use will detrimentally affect nearby property, E) Length of time the subject property has remained vacant as zoned, F) Public gain versus private hardship, G) Economic impact on the owner of the subject property and the economic impact on the surrounding properties, H) Recommendation of City's permanent staff, I) Conformance with the comprehensive plan, J) Availability and adequacy of required utilities and services to serve the proposed use, K) Impact on streets and parking, L) Environmental impacts, M) Ability to meet requirements of applicable codes.

LEGAL ADDRESS Lot 16, Block 90, Orig Plat to the City of Independence, Kansas, Montgomery County.

DESCRIPTION OF TRACT(S) Low density multi-family residential

ZONING AND USES OF PROPERTY NEARBY R-3, low density multifamily dwelling district, and R-3 zoning to the north, south and west, R-5, high density multifamily dwelling district to the east.

CHARACTER OF THE NEIGHBORHOOD Low density multi-family residential and High density multi-family residential.

SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED The property is suitable for the use to which it has been restricted. Since the City owns both properties, in order to have the Independence Housing Authority utilize the existing outbuilding structure for Penn Terrace, which is directly across the alley, both properties must be zoned the same.

LENGTH OF TIME THE PROPERTY HAS REMAINED VACANT AS ZONED The property was not previously vacant.

EXTENT TO WHICH REMOVAL OF RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY Removal of the restrictions will not detrimentally affect nearby property as it will be rezoned to high density multifamily dwelling from low density multifamily dwelling and the change made will be to have Independence Housing Authority utilize the existing outbuilding. The lot is also not large enough to develop additional high density multi-family housing so it will remain as an accessory use.

RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE PETITIONER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNERS The outbuilding that will be utilized is already existing. The residential structure will be torn down.

ECONOMIC IMPACT ON THE OWNER OF THE SUBJECT PROPERTY AND THE ECONOMIC IMPACT ON THE SURROUNDING PROPERTIES There will be no economic impact on the owner of the subject property or surrounding properties.

RECOMMENDATION OF CITY'S PERMANENT STAFF City staff recommends approving rezoning 408 South 8th Street from R-3, low density multifamily dwelling district to R-5, high density multifamily dwelling district.

CONFORMANCE WITH THE COMPREHENSIVE PLAN The residential building on

the property is dilapidated. According to the Comprehensive Plan under Housing, the definition of dilapidated is: *Dilapidated - A structure with a substantial structural weakness rendering it not worth rehabilitation. The structure should not be considered as part of the housing stock and should be removed as soon as possible.* Also noted: *Abandoned and unoccupied buildings contribute to vagrancy and are a blight on surrounding residences. Some of the effects of abandoned and vacant residences on the surrounding neighborhood are to lead to a decline in property and housing values, discourage reinvestment in houses, and cause an acceleration of blight.* Removing the dilapidated structure while still maintaining and using the property is in conformance with the Comprehensive Plan. To utilize the garage left on the property, the Independence Housing Authority and the City of Independence need the property to be rezoned.

AVAILABILITY AND ADEQUACY OF REQUIRED UTILITIES AND SERVICES TO SERVE THE PROPOSED USE Water and sewer services are already in place.

IMPACT ON STREETS AND PARKING There will be no impact on streets and parking.

ENVIRONMENTAL IMPACTS There are no environmental impacts due to rezoning.

ABILITY TO MEET REQUIREMENTS OF APPLICABLE CODES All applicable codes will be met.

POLICY EXPLANATION 901.0. - Purpose and authority.

901.1. Purpose: Conditional uses are those types of uses which are considered by the city to be essentially desirable, necessary, or convenient to the community but which by their nature or operation have (1) a tendency to generate excessive traffic, (2) a potential for attracting a large number of persons to the area of the use, thus creating noise or other pollutants, (3) a detrimental effect upon the value of or potential development of other properties in the neighborhood, or (4) an extraordinary potential for accidents or danger to the public health or safety. Such conditional uses cannot be allowed to locate as a "right" on any parcel of land within certain districts without consideration of existing conditions at the proposed location and of properties neighboring upon the specific site considered, nor without adequate and sufficient safeguards, when necessary, to lessen the impact of adverse factors.

901.2. Authority to grant permits: The governing body shall have the authority to grant conditional use permits, subject to such conditions of design and operation safeguards and time limitations as it may determine for all conditional uses specified in appendix "A" of this ordinance and for all permitted uses for which the planning and zoning commission has found that by their nature or in their operation have characteristics listed in clauses (1), (2), (3) and (4) of section 901.1 of this article, provided, however, that said conditional use permits for permitted uses shall not establish standards or conditions that are less restrictive than those set out in the district regulations for the district in which said use is located.

(Ord. No. 3863, § 1, 12-20-01)

902.0. - Processing procedure.

902.1. Application of conditional use permit: Application for conditional uses, as designated in appendix "A" of this ordinance shall be on forms obtained from the city clerk's office. The application shall be filed with the zoning administrator at least 30 days prior to the regular city planning and zoning commission meeting at which the proposed conditional use will be considered. As determined by the zoning administrator, the application shall include any or all of the following items deemed relevant by the zoning administrator, plus any other information or materials not listed below which the zoning administrator deems relevant:

- a. Statement of intended use of the property.
- b. Site plan, drawn at appropriate scale, showing existing and proposed building location, parking areas, interior drives, and location and type of outdoor lighting.
- c. Existing and proposed topography, drawn at appropriate contour intervals as specified by the zoning administrator.
- d. Location of, and proposed connections to, existing water supply and sanitary sewer systems.
- e. Description of architecture and exterior materials to be utilized.
- f. Names of the landowner, developer and firm preparing the plan.
- g. Legal description of the tract.
- h. North point, scale and date.

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

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

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

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

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

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

STAFF RECOMMENDATION City staff recommends approving the rezoning from R-3, low density multifamily dwelling district to R-5, high density multifamily dwelling district with a conditional use permit for an accessory use not located on the same lot as requested.

The recommendation to approve the rezoning is based on the following factors covered previously in the staff report: A) Character of the neighborhood, B) Zoning and uses of properties nearby, C) Suitability of the subject property for the uses to which it has been restricted, D) Extent to which the proposed use will detrimentally affect nearby property, E) Length of time the subject property has remained vacant as zoned, F) Public gain versus private hardship, G) Economic impact on the owner of the subject property and the economic impact on the surrounding properties, H) Recommendation of City's permanent staff, I) Conformance with the comprehensive plan, J) Availability and adequacy of required utilities and services to serve the proposed use, K) Impact on streets and parking, L) Environmental impacts, M) Ability to meet requirements of applicable codes.

The recommendation to approve the proposed conditional use is based on the following criteria (902.2):

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

SUGGESTED MOTION I move to approve the rezoning of 408 S. 8th Street from R-3 to R-5 with a conditional use permit for an "Accessory use not located on the same lot or contiguous lot as the principal building or principal use served per 607.1.d. with the following additional provisions:

- a. Must be located on an adjacent lot to the principal building or principal use served, excluding public rights- of-way.
- b. Must be located in the same zone as required for the principal building or principal use it serves.
- c. Must be under the same ownership as the principal building or principal use served.
- d. Must be located at the rear of the adjacent lot if there is access thereto.

SUPPORTING DOCUMENTS

- 1. 352024 CUP S 8th Storage Outbuilding IHA
- 2. Rezoning 408 South 8th
- 3. Conditional Use - City of Independence Housing
- 4. 408 S 8th IHA CUP
- 5. 408 S 8th IHA
- 6. 408 S 8th IHA 200 Foot Notification
- 7. IHA PMT

City of Independence, Kansas

NOTICE TO THE PUBLIC

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

Tuesday, March 5, 2024 at 5:30 p.m.

To receive comments to consider rezoning a tract of land at 408 South 8th Street from R-3, low density multifamily dwelling district to R-5, high density multifamily dwelling district; and to receive comments on a request for a conditional use permit for an “Accessory use not located on the same lot or contiguous lot as the principal building or principal use served per 607.1.d.”, in an R-3, low density multifamily dwelling district at 408 South 8th Street. The specific accessory use requested is an outbuilding to serve the primary structure located across the alley at 401 South Penn Avenue, which is in an R-5, high density multifamily dwelling district.

Legal Description:

Block 90, Lot 16, Orig Plat to the City of Independence, Montgomery County, Kansas.

Common Address:

408 South 8th Street

Applicant/Owners:

City of Independence
Independence Housing Authority

Case Number:

2024/ZA/01 and 2024/CUP/01

The hearing will be conducted in the Commission Room, City Hall, 120 N. 6th St, 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

**INDEPENDENCE
PLANNING & ZONING
COMMISSION**

**APPLICATION
FOR
REZONING**

1. Case #: _____
2. Date Filed: _____
3. Fee Paid: _____
4. Hearing: _____
5. Published: _____

To be filled out by applicant

1. Applicant's name: City of Independence, KS Housing Authority
2. Applicant's address: 120 North 6th Independence, KS 67301 Phone: 620.332.2536
3. Address of property proposed for rezoning: 408 South 8th, Independence, KS 67301
4. Present owner's name: City of Independence, KS
5. Present zoning: R-3 Proposed zoning: R-5
6. Legal description of property proposed for rezoning (if more space is required, use back of form):
ORIG PLAT, S31, T32, R16, BLOCK 90, Lot 16; Lot Width: 060.0 Lot Depth: 140.0 Plat Book/Page 1 /6&7
Lot Width: 060.0 Lot Depth: 140.0 Deed Book/Page 496 /293 470 /223 355 /152
7. Present use of property (check one of the following): _____
 (a) Vacant ☐ (b) Residential ☒ (c) Commercial ☐ (d) Industrial ☐
8. Desired use of property: Workshop and Storage
9. Use and zoning of adjacent property:
- North: Use Residential Zoning R-3
- South: Use Residential Zoning R-3
- East: Use Residential Zoning R-5
- West: Use Residential Zoning R-3
10. List reasons for this request:
City of Independence, KS Housing Authority desires to remove the dilapidated house on the lot, yet retain
the outbuilding for maintenance staff to use as a workshop and storage.

Date: February 8, 2024

Signature: April Nutt

Digitally signed by April Nutt
Date: 2024.02.10 00:17:18 -06'00'

Planning Commission Action – do not write in this space

1. Facts found: _____
2. Determination: _____

APPLICATION FOR CONDITIONAL USE PERMIT
PLANNING AND ZONING COMMISSION

DATE FILED _____
\$200 FEE PAID _____

NAME AND ADDRESS OF PERSON MAKING APPLICATION:

City of Independence, KS Housing Authority
120 North 6th, Independence, KS 67301

LEGAL DESCRIPTION OF LAND INVOLVED:

ORIG PLAT, S31, T32, R16, BLOCK 90, Lot 16; Lot Width: 060.0 Lot Depth: 140.0 Plat Book/Page 1 /6&7 Lot Width: (

COMMON ADDRESS OF SAID LAND:

408 South 8th

PRESENT ZONING CLASSIFICATION: R-3 Low Density Multi-family

STATEMENT OF INTENDED USE OF PROPERTY:

Remove existing single-family structure. Retain out building for IHA maintenance storage and work space.

DESCRIPTION OF ARCHITECTURE & EXTERIOR MATERIAL TO BE USED:

N/A

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

2/8/2024
Date

Debra Lutt
Signature of Applicant

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

Date

Signature of Building Inspector

Action of Planning and Zoning Commission: _____

(Approved, Denied --- Date)

Comments: _____

Chairman

Vice Chairman

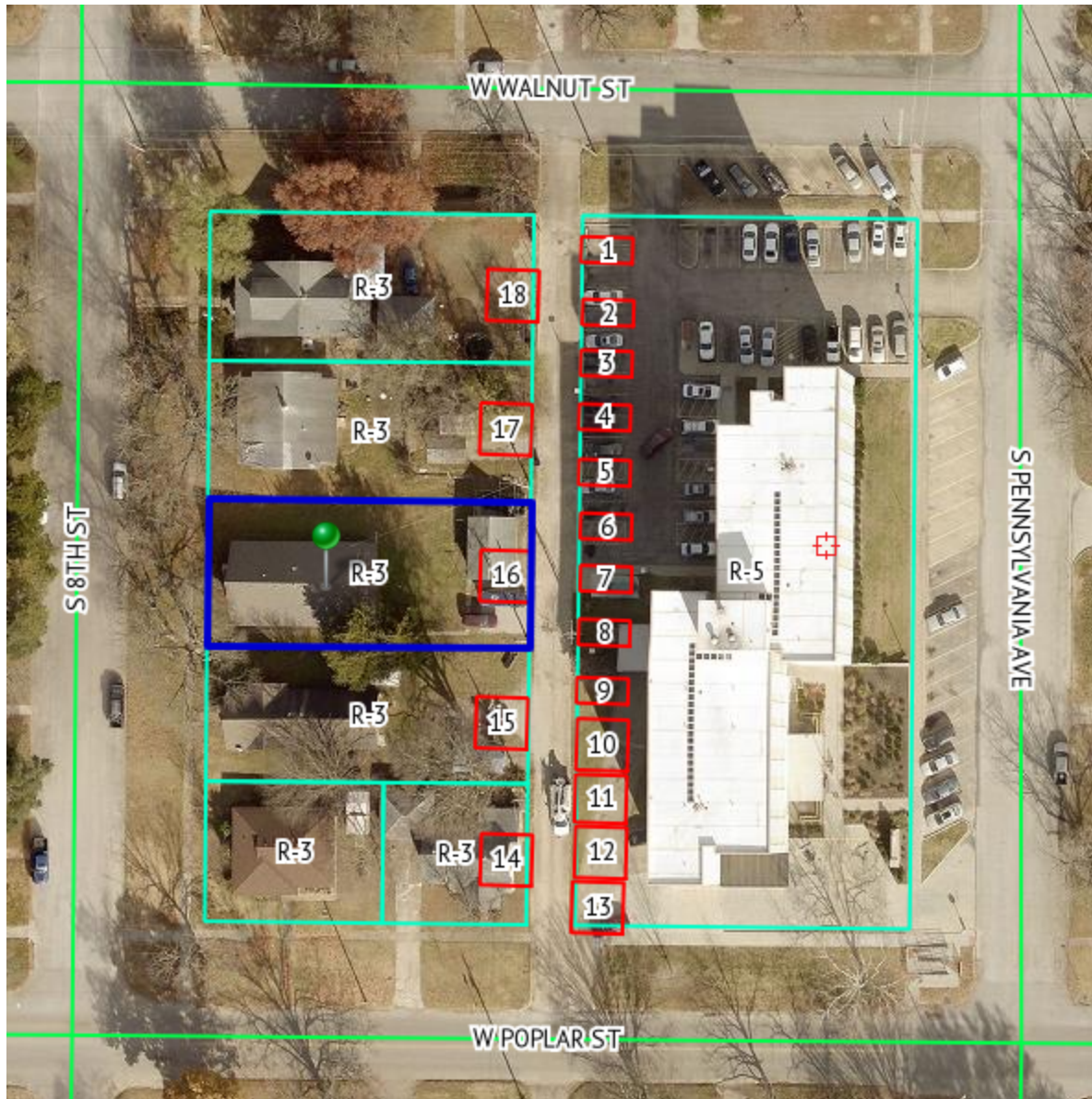
Secretary

408 South 8th



Remove this structure only





Quick Ref	II Situs Address	Owner
R7229	415 S 8TH ST	MAY, BRADLEY PAUL
R7223	401 S 8TH ST	MAY, BRADLEY PAUL & ANNA MARIE
R7234	400 S 8TH ST	DOLLISON, TOMMY L, II
R7232	401 S PENNSYLVANIA AVE	INDEPENDENCE, CITY OF
R7235	404 S 8TH ST	DESMARAIS, SKYLIER
R7228	419 S 8TH ST	MARKWORDT, MELISSA D & EDMUND D
R7238	116 W POPLAR ST	LUPARDUS, CHARLES A & STACIE M
R7239	112 W POPLAR ST	LUPARDUS, CHARLES
R7237	414 S 8TH ST	TUCKER, CHASE HARMON & WENCIE AGOSTO
R7231	405 S 8TH ST	MAY, BRADLEY PAUL & ANNA MARIE
R7230	409 S 8TH ST	SMITH, JOHN D & MARY V
R7236	408 S 8TH ST	INDEPENDENCE CITY OF

Mailing Add 1	Mailing City	Mailing Sta	Mailing Zip
401 S 8TH ST	INDEPENDENCE	KS	67301
401 S 8TH ST	INDEPENDENCE	KS	67301
400 S 8TH ST	INDEPENDENCE	KS	67301
120 N 6th	INDEPENDENCE	KS	67301
1022 N 4TH ST	INDEPENDENCE	KS	67301
419 S 8TH ST	INDEPENDENCE	KS	67301
116 W POPLAR ST	INDEPENDENCE	KS	67301
116 W POPLAR	INDEPENDENCE	KS	67301
1200 N PARK ST	INDEPENDENCE	KS	67301
401 S 8TH ST	INDEPENDENCE	KS	67301
516 N 8TH ST	INDEPENDENCE	KS	67301
120 N 6TH ST	INDEPENDENCE	KS	67301

CITY OF INDEPENDENCE

REC#: 01267629 2/27/2024 8:45 AM
OPER: JESS TERM: 001
REF#:

TRAN: 1.9000 PLANNING AND ZONING
408 S 8TH
REZONING/ CUP/ PLAN FEE
REZONING FEE 250.00CR

TENDERED: 250.00 CHECK
APPLIED: 250.00-

CHANGE: 0.00



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 28, 2024**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider adopting the preliminary and final plats for Jefferson Subdivision.

SUMMARY RECOMMENDATION Approve the preliminary and final plats.

BACKGROUND On March 5, 2024 the Planning Commission reviewed the preliminary and final plats for Jefferson Subdivision. The Planning Commission recommended approval of both the preliminary and final plat in separate motions. It was noted by two of the Planning Commissioners, one at the meeting and one after the meeting, that their vote was contingent on a sidewalk being provided from both the Pearl Avenue and Catalpa Street cul-de-sacs on 11th Street south to the walking path in the Eisenhower Subdivision which leads to Spruce Street. This is being provided and is shown on page 9 of the attachment "Jefferson Subdivision Plans." It should be noted a sidewalk is not included from the cul-de-sac on Pearl Avenue north to Mulberry Street.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION

1. I move to adopt the preliminary plat for Jefferson Subdivision
2. I move to adopt the final plat for Jefferson Subdivision.

SUPPORTING DOCUMENTS

1. Aerial Jefferson Subdivision Overlay With Zoning
2. Request for Planning Commission Action - Preliminary Plat
3. Jefferson Subdivision Preliminary Plat
4. Request for Planning Commission Action - Final Plat
5. Jefferson Subdivision Final Plat
6. Jefferson Subdivision Plans



JEFFERSON SUBDIVISION
FINAL PLAT
located in a portion of LOTS 3, 4, 5 and 6, BLOCK 3
HIGHLAND PARK ADDITION
Independence, Montgomery County, Kansas



**REQUEST FOR PLANNING COMMISSION ACTION
PRELIMINARY PLAT FOR JEFFERSON SUBDIVISION.
CITY OF INDEPENDENCE
MARCH 5, 2024**

Department Admin

Prepared By Lydia Collins

AGENDA ITEM Consider a preliminary plat for Jefferson Subdivision.

SUMMARY RECOMMENDATION Approve Preliminary Plat.

BACKGROUND The Independence Housing Authority is submitting a preliminary plat for the Jefferson Subdivision of a portion of Lots 3-6, Block 3 of the Highland Park Addition. The location is on N 13th Street, Acres 7.36 COM POB NW Cor Lot 4 E 297.58' S 624.11' W 595.84' N 442.78' E 265.04' NWLY 67341' N 121.71' To POB Less RW.

The filing fee has been paid and all relevant data in Section 2 is shown on the preliminary plat and the final plat which will be discussed in the next Item.

POLICY EXPLANATION ARTICLE VII. - PRELIMINARY PLATS

Section 1. - Submission of preliminary plat.

After reaching the preliminary conclusions regarding the requirements of the proposed major subdivision, the subdivider shall submit a preliminary plat together with supplementary information to the zoning administrator.

- (a) *Filing fee:* A filing fee of \$50.00 shall accompany the filing of each preliminary plat.
- (b) *Number of copies:* The subdivider shall submit five print copies and an electronic PDF version of the preliminary plat, and five print copies and an electronic PDF version of a vicinity map if the vicinity map is not on the preliminary plat, showing the location of the proposed subdivision. These documents shall be filed with the zoning administrator at least 20 days prior to the regular planning commission meeting at which the preliminary plat is to be considered.

Section 2. - Data to be shown on the preliminary plat.

- (a) The proposed name of the subdivision. The name shall not duplicate or too closely resemble the name or names of any existing subdivision.
- (b) The location of the boundary lines of the subdivision and reference to the section or quarter section lines and corners.
- (c) The name and address of the developer, and the name of the surveyor or engineer who prepared the plat, both of whom must be licensed by the State of Kansas.
- (d) Scale of the plat, one inch equals 100 feet on a 24-inch by 36-inch sheet.
- (e) Date of preparation and north point.
- (f) Existing conditions:
 - (1) Location, width, type of construction, and name of platted streets or other public ways, railroad and utility rights-of-way, parks and other public open spaces, and permanent buildings within or adjacent to the proposed subdivision shall be shown on the preliminary plat.

- (2) All existing sewers, water mains, gas mains, culverts, or other underground installations, within the proposed subdivision, or adjacent thereto, with pipe sizes, manholes, grades and locations, shall be shown.
- (3) Names of adjacent subdivisions, together with arrangements of streets and lots, and owners of adjacent parcels of unsubdivided land shall be shown.
- (4) Topography with contour intervals of not more than two feet shall be shown; also, location of watercourses, bridges, wooded areas, lakes, ravines and such other features as may be pertinent to the subdivision shall be shown.
- (5) Information regarding type of soil as available from the soil conservation office.
- (6) Percolation test data as required by the Montgomery County health department shall be submitted for all subdivisions to be served by individual sewage disposal systems.
- (g) The general arrangement of lots and their approximate size.
- (h) Location, width and construction of proposed streets, alleys, pedestrian ways and easements.
- (i) The general plan of sewage disposal and water supply in areas where approved public sewer and/or water systems are proposed to serve the subdivision.
- (j) Location and size of proposed parks, playgrounds, churches, school sites, or other special uses of land to be considered for reservation for public use.
- (k) General layout of adjacent unsubdivided property to show how streets and other public facilities in the proposed subdivision relate to the unsubdivided property.
- (l) Approximate gradients of proposed streets shown by surveyed profiles.
- (m) A statement prepared by a licensed engineer regarding surface drainage with respect to flooding in the proposed subdivision or adjoining properties.

Section 3. - Approval or disapproval of the preliminary plat.

- (a) Action by the planning commission shall be conveyed to the subdivider in writing within ten days after the official planning commission meeting at which the plat was considered. In case the plat is disapproved, the subdivider shall be notified of the reason for such action and what requirements shall be necessary to meet the approval of the planning commission.
- (b) The planning commission shall submit to the governing body all preliminary plats which it recommends for approval. The governing body shall approve, modify or disapprove the preliminary plat as transmitted by the planning commission within 30 days of each transmittal. The findings of the governing body shall be final and shall be transmitted to the planning commission and the subdivider within the time limit prescribed herein.
- (c) The approval of the preliminary plat does not constitute an acceptance of the subdivision, but is deemed to be an authorization to proceed with the preparation of the final plat. The approval of the preliminary plat shall only be effective for a period of six months unless an extension is granted by the planning commission. If the final plat has not been submitted for approval within this specified period, and unless an extension of time is applied for by the subdivider and the extension is granted by the planning commission, a preliminary plat must again be submitted to the planning commission for approval.

STAFF RECOMMENDATION City staff recommends approving the Jefferson Subdivision preliminary plat located in a portion of Lots 3, 4, 5 & 6, Block 3 Highland Park Addition.

SUGGESTED MOTION I move to approve the preliminary plat for Jefferson Subdivision.

SUPPORTING DOCUMENTS

1. 2303112Prelim(2-28-24)

Boundary Description

DEED BOOK 872 PAGE 1044-1045

THAT PORTION OF LOTS 3, 4, 5, AND 6 IN BLOCK 3 OF HIGHLAND PARK ADDITION, A SUBDIVISION IN THE CITY OF INDEPENDENCE, COUNTY OF MONTGOMERY, STATE OF KANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE ON THE NORTH LINE OF SAID LOT 4, S 89°34'38" E 297.58 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE ON THE EAST LINE OF SAID LOTS 4 AND LOT 5, S 00°00'19" W 624.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE ON THE SOUTH LINE OF SAID LOTS 5 AND 6, N 89°36'11" W 595.84 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE ON THE WEST LINE OF SAID LOTS 6 AND 3, N 00°02'34" E 442.78 FEET; THENCE S 69°42'32" E 265.04 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 114°49'50" AND BEING SUBTENDED BY A CHORD WHICH BEARS N 28°51'28" E 67.41 FEET TO THE WEST LINE OF SAID LOT 4; THENCE ON SAID WEST LINE, N 00°11'31" E 121.71 FEET TO THE POINT OF BEGINNING. CONTAINS 7.34 ACRES MORE OR LESS.

Zoning Information

Subject property is zoned "R-1" Large lot single-family dwelling district, zoning requirements are as follows:

FRONT YARD: 25 FEET
INTERIOR SIDE YARD: 8 FEET
REAR YARD: 10 FEET
MAXIMUM HEIGHT: 35 FEET
MINIMUM LOT AREA: 10,000 SQ. FT.
MINIMUM LOT WIDTH: 80 FEET
MAXIMUM LOT COVERAGE: 30%
PARKING REQUIREMENT: 2 SPACES FOR EACH DWELLING

ALL QUESTIONS CONCERNING ZONING OR SITE RESTRICTION SHOULD BE DIRECTED TO:

KELLY PASSAUER
CITY OF INDEPENDENCE
INDEPENDENCE, KS 67301
620-332-2506 (EXT. 103)

Miscellaneous Notes

- A** The bearings shown hereon are based upon the State Plane Coordinate System, South Zone.
- B** Underground utilities are shown by above ground markings provided by others.
- C** Benchmark: Square cut in NW corner of curb inlet, West side of 13th Street. Elev. 825.17
CONTROL POINTS SET 1/2" IRON RODS
PT. NORTHING EASTING ELEV.
1 1535060.4870 2122794.6290 824.9140
2 1535455.7310 2122776.0700 825.6000
3 1535284.7680 2123464.3570 829.7810

Utility Information

Utilities located by Kansas One-Call. Private lines may not be located.

ATMOS ENERGY 620-331-1547
ATT DISTRIBUTION 866-861-7678
CABLE ONE OF INDEPENDENCE 800-691-3978
CITY OF INDEPENDENCE 620-332-2507
COFFEYVILLE RESOURCES 918-333-4111
CHEROKEE BASIN PIPELINE 620-332-3871
WESTAR ENERGY 888-847-4757
LEVEL 3 COMM 877-366-8344
MAGELLAN MIDSTREAM P 918-574-7098

Engineer's Certificate

This is to certify that the stormwater drainage for the proposed Jefferson Subdivision has been examined and that the proposed improvements will meet applicable City codes and regulations and provide generally acceptable levels of service.

Witness my hand and seal this _____ day of _____, 2024.

Shawn D. Turner, PE

Flood/Drainage Note

This property is not in a Special Flood Hazard Zone according to Flood Insurance Rate Map, Community Number 20125C025D, effective date June 20, 2019.

Engineer's Certificate

I, William A. Booe, a registered Land Surveyor in the State of Kansas, hereby certify that I have made a careful and accurate survey of the foregoing described property, and that the above foregoing plat is a correct representation of said survey.

Witness my hand and seal this _____ day of _____, 2024.

William A. Booe, LS 1046

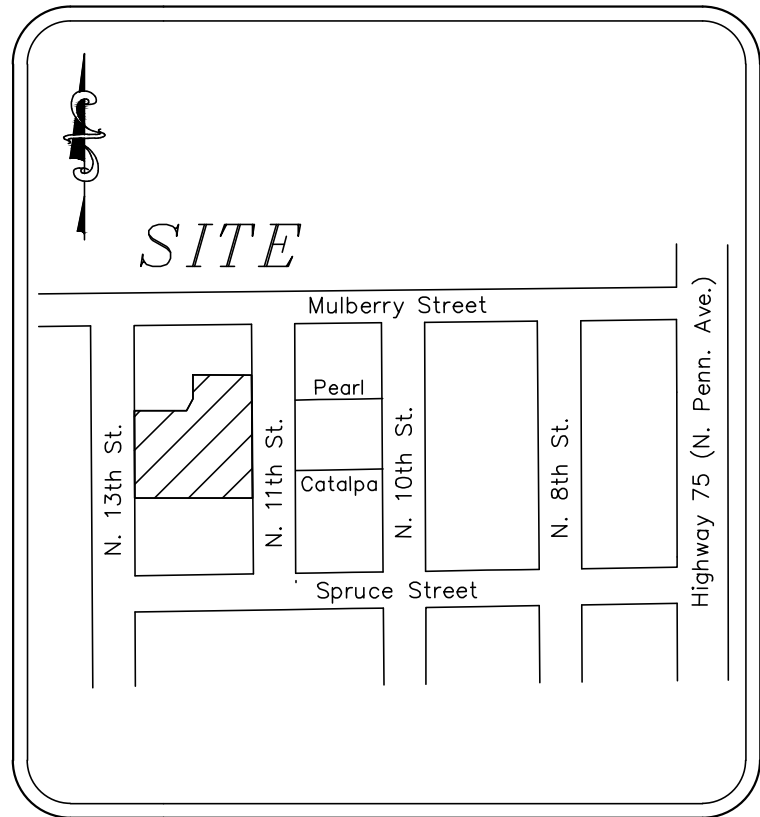
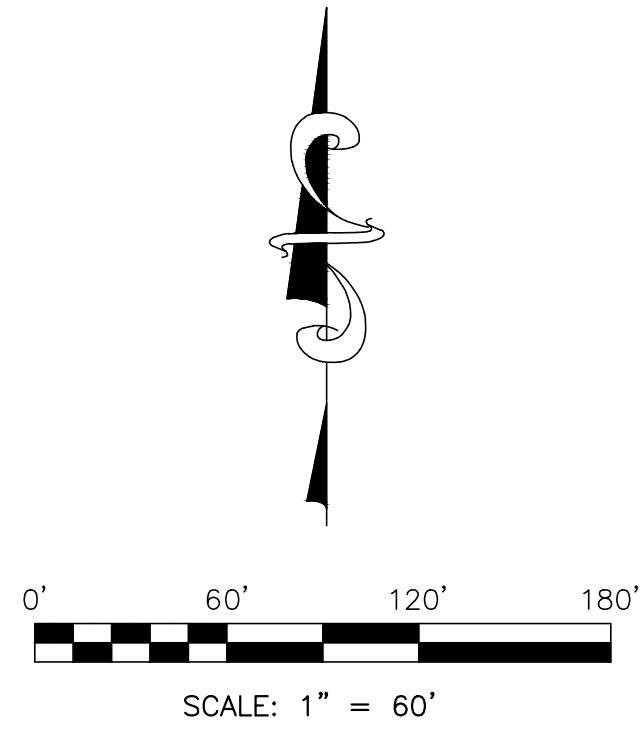
JEFFERSON SUBDIVISION

PRELIMINARY PLAT

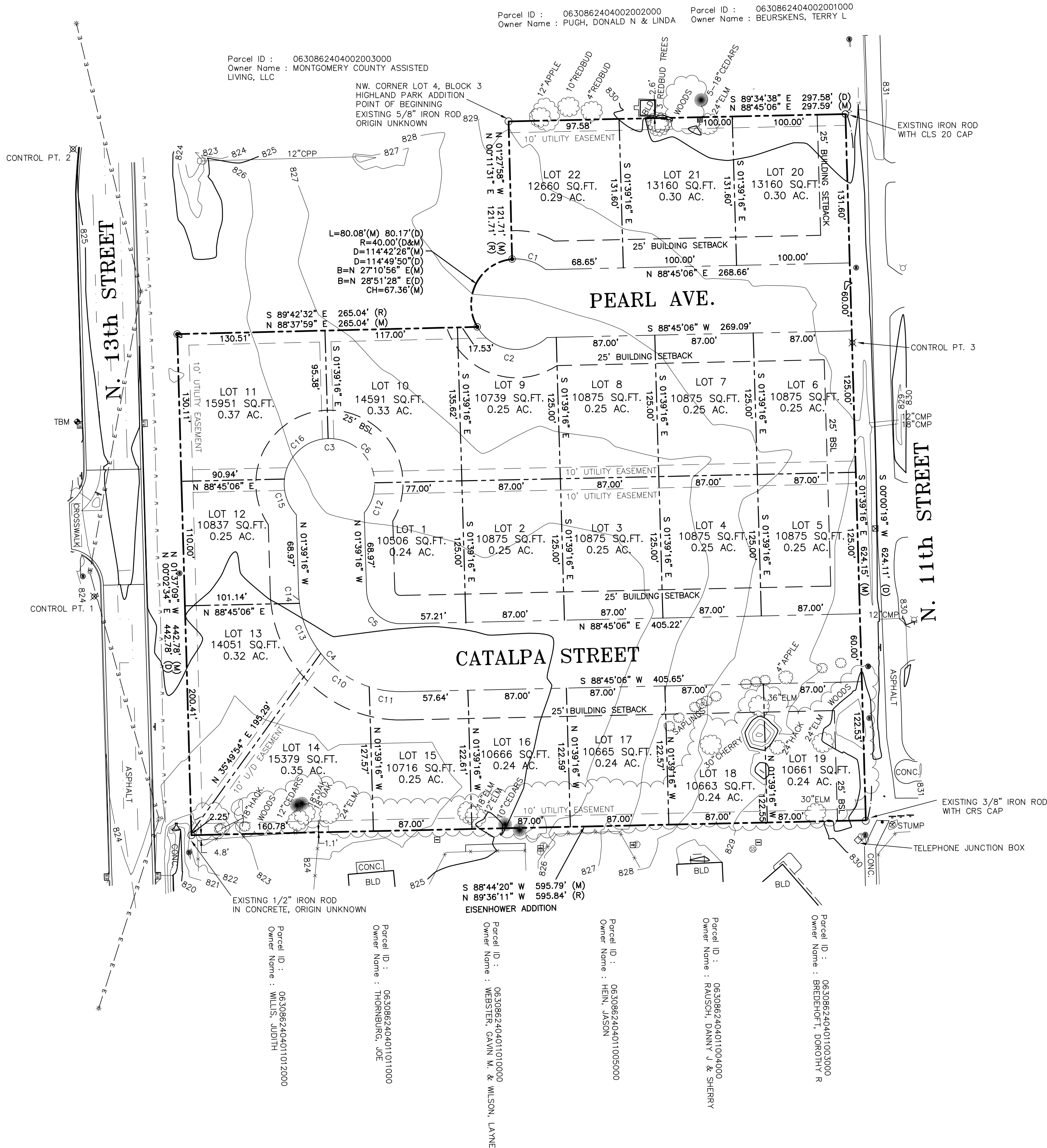
located in a portion of LOTS 3, 4, 5 and 6, BLOCK 3

HIGHLAND PARK ADDITION

Independence, Montgomery County, Kansas



Vicinity Map
Not To Scale



Legend of Symbols & Abbreviations

○	Existing Monument	(M)	Measured Dimension
●	Dead Dimension	(D)	Dead Dimension
⊙	Set 1/2"24" Iron Rod/Cap (unless otherwise noted)	(P)	Plat Dimension
△	Section Corner	R/W	Right of Way
---	Origin Unknown (unless noted)	Conc.	Concrete
---	Boundary Line	⊠	Water Meter
---	Setback Line	⊡	Guy Wire
---	Fence	⊢	Gas Meter
---	Overhead Electric Line	⊣	Gas Valve
---	Water Line	⊤	Telephone Riser Box
---	Gas Line	⊥	Undetermined Manhole
---	Underground Telephone	⊦	Sanitary Sewer Cleanout
---	Sanitary Sewer Line	⊧	Sanitary Sewer Manhole
---	Bollard	⊨	Sign
---	Curb Inlet or Area Inlet	⊩	Light Pole
---	Fire Hydrant	⊪	Power Pole
---	Handicap Parking	⊫	Water Valve
---	Electric Cabinet	⊬	Electric Meter

PRELIMINARY PLAT JEFFERSON SUBDIVISION
of a portion of LOTS 3-6, BLOCK 3
HIGHLAND PARK ADDITION
INDEPENDENCE, MONTGOMERY COUNTY, KANSAS

DRAWN BY: JOB NO. 2303112
DLB
CHECKED BY: LATEST REVISION: 3-5-2024
DLB
PREPARED FOR: TRANSYSTEMS

CORNERSTONE
Regional Surveying, LLC
Serving Kansas, Missouri & Oklahoma
1921 North Penn, Independence, KS 67301 Ph: 620-331-6767



**REQUEST FOR PLANNING COMMISSION ACTION
FINAL PLAT FOR JEFFERSON SUBDIVISION.
CITY OF INDEPENDENCE
MARCH 5, 2024**

Department Admin

Prepared By Lydia Collins

AGENDA ITEM Consider a final plat for Jefferson Subdivision.

SUMMARY RECOMMENDATION Approve the final plat for the Jefferson Subdivision.

BACKGROUND Provided the preliminary plat is approved, the Independence Housing Authority is submitting a final plat for the Jefferson Subdivision of a portion of Lots 3-6, Block 3 of the Highland Park Addition. The location is on N 13th Street, Acres 7.36 COM POB NW Cor Lot 4 E 297.58' S 624.11' W 595.84' N 442.78' E 265.04' NWLY 67341' N 121.71' To POB Less RW.

All fees have been paid.

POLICY EXPLANATION ARTICLE VIII. - FINAL PLAT

Section 1. - Submission requirements.

(a) After approval of the preliminary plat, the subdivider shall submit a final plat for recording purposes to the zoning administrator.

(b) The original (on Mylar), ten print copies and an electronic PDF version thereof shall be submitted to the zoning administrator at least 20 days prior to the planning commission hearing.

(c) The names and signatures of owner or owners of the property duly acknowledged and notarized shall appear on the original copies submitted.

(d) The final plat, prepared for recording purposes, shall be drawn at a scale of one inch equals 100 feet. The size of the sheet on which such final plat is prepared shall be 24 inches by 36 inches.

Section 2. - Filing fee.

A filing fee of \$50.00 shall accompany the final plat.

Section 3. - Information.

A final plat shall show and contain the following information:

(a) Name of subdivision, which shall not duplicate or too closely approximate the name of any existing subdivision.

(b) Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically close. The allowable error of closing on any portion of the plat shall be one foot in 5,000 feet.

(c) The location of monuments shall be shown and described on the final plat. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street lines, including the true angles and distances to such reference points or monuments.

(d) The location of lots, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet and with the length of radii on all curves and other information necessary to reproduce the plat on the ground. Dimensions from all curves

shall be shown to lot lines.

(e) Lots shall be numbered clearly. Blocks shall be numbered or lettered clearly in the center of the block. All lots, however designated, shall be numbered in progressive numbers or by blocks in which they are situated, and their precise length and width shall be stated on the map or plat.

(f) The exact locations, widths, and names of all streets to be dedicated.

(g) Location and width of all easements and alleys to be dedicated.

(h) Boundary lines and description of the boundary lines of any area, other than streets and alleys, which is to be dedicated or reserved for public use.

(i) Building setback lines on the front and side streets with dimensions.

(j) Name and address of the developer and the registered professional engineer or registered land surveyor, both of whom must be licensed by the State of Kansas, who prepared the plat.

(k) Scale of plat (scale to be shown graphically and in feet per inch), date of preparation and north point.

(l) Statement dedicating all easements.

(m) Statement dedicating all streets, alleys, and all other public areas not previously dedicated.

(n) Covenants and restrictions; if not placed on plat, reference shall be placed on the plat indicating the covenants and restrictions have been filed separately.

(o) In addition to the final plat, cross sections and profiles of streets and drainage, showing centerline grades approved by the city engineer, shall be submitted to supplement the plat. The profiles shall be drawn to city standard scales and elevations shall be based on a datum plane approved by the city engineer.

Section 4. - Approval of final plat.

(a) The planning commission shall approve or disapprove the final plat within 45 days of receipt. If the planning commission disapproves, it shall advise the subdivider in writing of the reason for such disapproval. If the planning commission fails to act within 45 days, then the planning commission shall be deemed to have approved same unless the subdivider shall have consented to extend or waive such time limitation.

(b) Before a final plat is recorded, it shall be submitted to the governing body for its approval and acceptance of streets and other public ways, service and utility easements, and land dedicated for public use. If the governing body disapproves the plat, it shall advise the subdivider in writing of the reason for such disapproval.

(c) If the governing body fails to act on the final plat within 60 days of its submittal to the planning commission, the governing body shall be deemed to have approved same unless the subdivider shall have consented to extend or waive such time limitation.

Section 5. - Certifications required on the final plat.

(a) When the final plat is approved, the following certifications, which may be combined when appropriate, shall be made on the final plat:

(1) A certificate signed and acknowledged by all parties having any record, title, or interest in the land subdivided; consenting to the preparation and recording of the said subdivision plat; and dedicating all parcels of land shown on the final plat which are intended for public use as highways, streets, alleys, easements and public grounds.

(2) A certificate signed by the engineer or surveyor responsible for the survey and final plat. The engineer or surveyor shall not sign the plat until he has or has had all monuments, irons, or benchmarks set as required by these regulations. Said signature shall be accompanied by the engineer's or surveyor's seal and shall state the month and year such survey was made.

(3) A certificate stating that all taxes and special assessments due and payable under the respective jurisdiction of the county clerk and the city clerk have been satisfied.

(4) The plat approval and acceptance of dedications by the governing body and the acceptance of dedications by the board of county commissioners.

- (5) Adequate space shall be made available on the plat for the certificate of the Montgomery County register of deeds in the form of a stamp or seal.
- (6) A line on the survey for the review date and signature of the county surveyor beneath a note stating: "Reviewed in compliance with K.S.A. 58-2005."
- (b) Certification of official approval of the final plat shall provide for date and signature as follows:
 - (1) Chair and secretary of the planning commission.
 - (2) City governing body to be signed by the mayor and attested by the city clerk.
 - (3) Space for the recording of the instrument and name of register of deeds.
 - (4) Entry for the date and transfer of record with space for the signature of the county clerk.

STAFF RECOMMENDATION Provided the preliminary plat is approved, City staff recommends approving the final plat which will then be completed and signed by all parties.

SUGGESTED MOTION I move to approve the final plat for the Jefferson Subdivision of Highland Park Addition.

SUPPORTING DOCUMENTS

- 1. 2303112Final(2-28-24)
- 2. AerialJeffersonSubdivisionWithZoning

OWNERS' CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: that The City of Independence, the owners in fee simple of the following described real property to wit:

DEED BOOK 872 PAGE 1044-1045

THAT PORTION OF LOTS 3, 4, 5, AND 6 IN BLOCK 3 OF HIGHLAND PARK ADDITION, A SUBDIVISION IN THE CITY OF INDEPENDENCE, COUNTY OF MONTGOMERY, STATE OF KANSAS, BEING DESCRIBED AS FOLLOWS:
THENCE ON THE NORTH LINE OF SAID LOT 4, S 89°34'38" E 297.58 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE ON THE EAST LINE OF SAID LOTS 4 AND LOT 5, S 00°00'19" W 624.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE ON THE SOUTH LINE OF SAID LOTS 5 AND 6, N 89°36'11" W 595.84 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE ON THE WEST LINE OF SAID LOTS 6 AND 3, N 00°02'34" E 442.78 FEET; THENCE S 89°42'32" E 265.04 FEET TO A CUSP AND THE BEGINNING OF A NON-TANGENT CURVE; THENCE NORTHWESTERLY 80.17 FEET ON A THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 114°49'50" AND BEING SUBTENDED BY A CHORD WHICH BEARS N 28°51'28" E 67.41 FEET TO THE WEST LINE OF SAID LOT 4; THENCE ON SAID WEST LINE, N 00°11'31" E 121.71 FEET TO THE POINT OF BEGINNING. CONTAINS 7.34 ACRES MORE OR LESS.

Attest: _____ Attest: _____

NOTARY CERTIFICATE

State of Kansas)
County of Montgomery) SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ as agent for _____.

Notary Public _____

My Commission Expires: _____ My Commission Number: _____

COUNTY TREASURER'S CERTIFICATE

I, Nancy Clubine, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Montgomery County, State of Kansas, and that the tax records of the said county show all taxes are paid for the year 2023 and prior years on the land shown on the above foregoing plat located in Montgomery County, Kansas.

In witness whereof, said County Treasurer has caused this instrument to be executed at Independence, Kansas, on this _____ day of _____, 2024.

Nancy Clubine, County Treasurer

CERTIFICATE OF CITY CLERK

I, David Schwenker, City Clerk of the City of Independence, State of Kansas, hereby certify that I have examined the records of the said City and find that all deferred payments or unmatured installments upon special assessments have been paid in full and there is no special assessment procedure pending against the land shown on the above foregoing plat on this _____ day

of _____, 2024.

David Schwenker, City Clerk

ENGINEER'S CERTIFICATE

This is to certify that the stormwater drainage for the proposed Jefferson Subdivision has been examined and that the proposed improvements will meet applicable City codes and regulations and provide generally acceptable levels of service.

Witness my hand and seal this _____ day of _____, 2024.

Shawn D. Turner, PE

State of Kansas)
County of Montgomery) SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Shawn D. Turner.

Notary Public _____

My Commission Expires: _____ My Commission Number: _____

CITY PLANNING COMMISSION APPROVAL

I, Kelly Passauer, for the City of Independence, County of Montgomery, State of Kansas, hereby certify that the said Planning Commission

duly approved the above foregoing plat on this _____ day of _____, 2024.

ATTEST:

Kelly Passauer, City Manager/Zoning Administrator Chairman Secretary

CERTIFICATE OF THE CITY OF INDEPENDENCE

Be it resolved by the City Commission, City of Independence, Kansas, that the dedications shown on the above foregoing annexed plat are hereby accepted.

Adopted by the City Commission, the City of Independence, Kansas,

this _____ day of _____, 2024.

Approved by the Mayor of the City of Independence, Kansas, this _____ day

of _____, 2024.

Louis Ysusi, Mayor Attested by: _____, City Clerk

CERTIFICATE OF MONTGOMERY COUNTY

The Montgomery County, Kansas Board OfCounty Commissioners does hereby approve and accept the dedications included as part of this plat.
Dated this _____ day of _____, 2024.

Chairman Attest: Charlotte Scott-Schmidt, County Clerk

State of Kansas)
County of Montgomery) SS.

This instrument was filed on this _____ day _____ of 2024 A.D. at _____ (pm) and duly

recorded in Book _____, Page _____, in this office on this _____ day of _____, 2024.

Marilyn Calhoun, Register of Deeds Charlotte Scott-Schmidt, County Clerk

JEFFERSON SUBDIVISION FINAL PLAT

located in a portion of LOTS 3, 4, 5 and 6, BLOCK 3
HIGHLAND PARK ADDITION
Independence, Montgomery County, Kansas

Legend of Symbols & Abbreviations

- Existing Monument, Origin Unknown (unless noted)
- Set 1/2" Iron Rod/Cap in Concrete
- △ Section Corner
- Boundary Line
- Lot Line
- Setback Line
- Easement Line

PLAT DEDICATION

Know All Men By These Presents
That we, the City of Independence, Kansas

being owners of the described land do hereby plat and sub-divide into blocks and lots as shown on the accompanying plat and hereby dedicate to the public use and benefit the easements and rights of way shown hereon.

_____ day of _____, 2024.

City Clerk Mayor

SURVEYOR'S CERTIFICATE

I, William A. Booe, a registered Land Surveyor in the State of Kansas, hereby certify that I have made a careful and accurate survey of the foregoing described property, and that the above foregoing plat is a correct representation of said survey.

Witness my hand and seal this _____ day of _____, 2024.

William A. Booe, LS 1046

State of Kansas)
County of Montgomery) SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by William A. Booe.

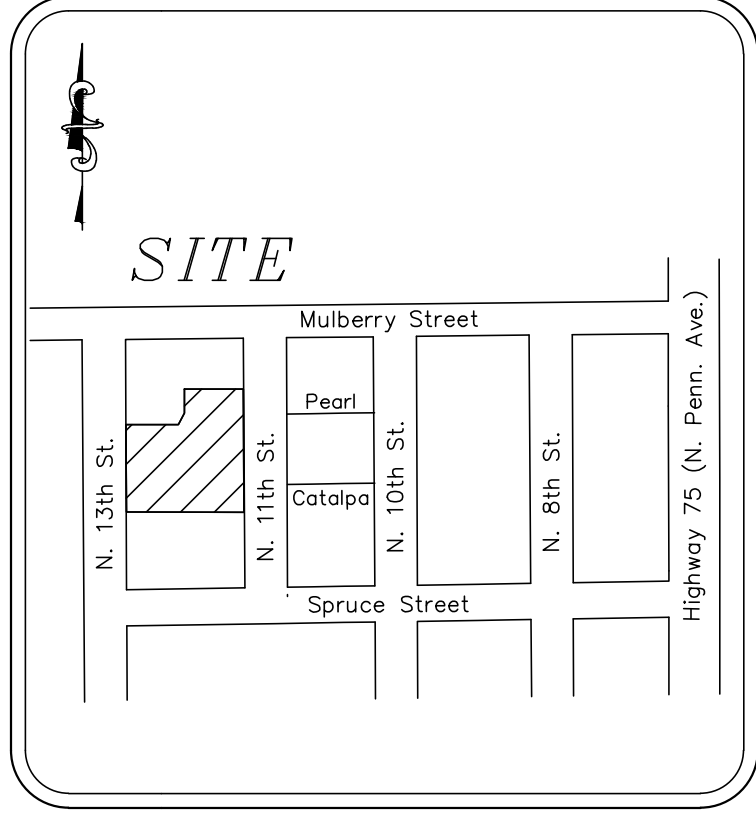
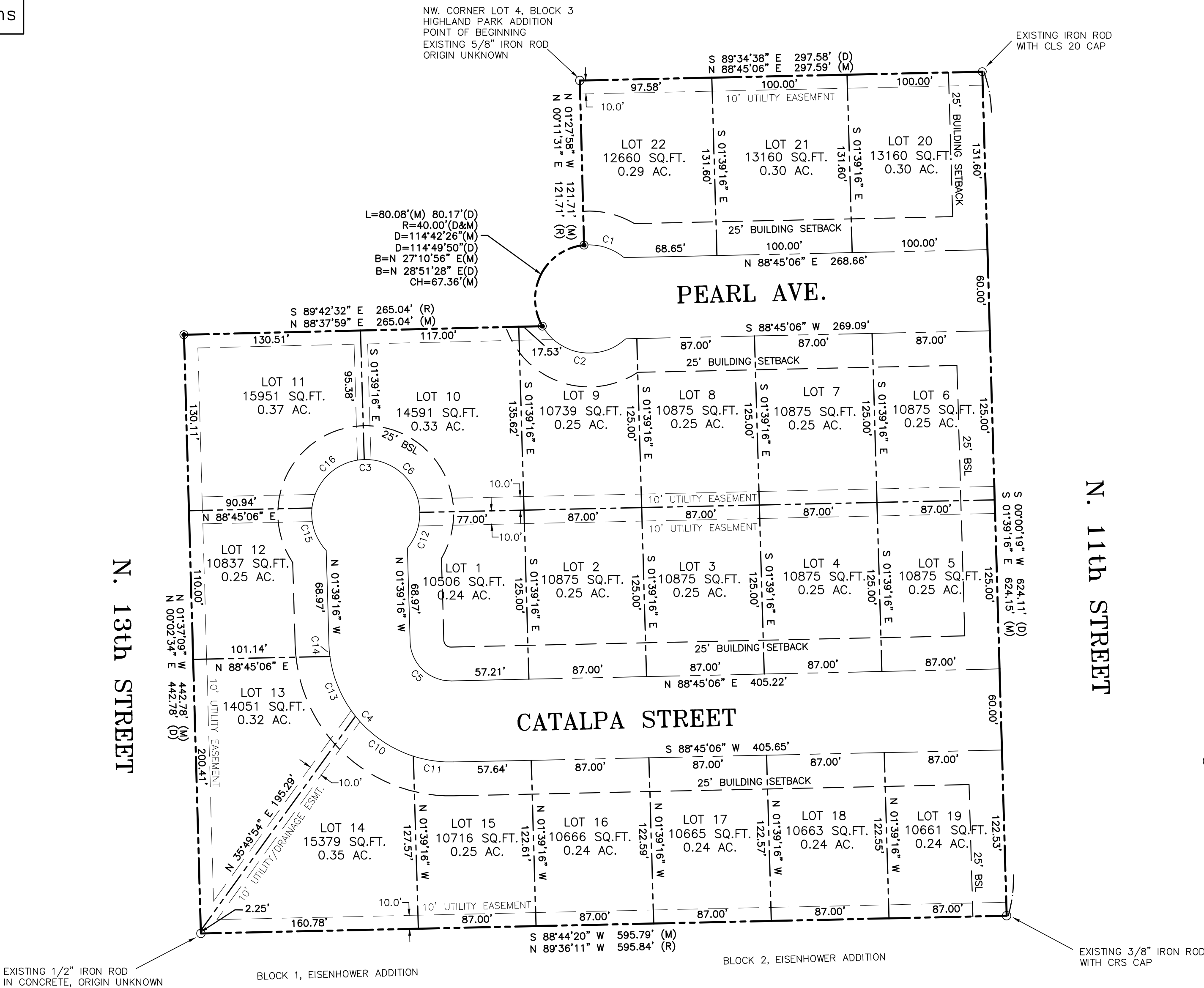
Notary Public _____

My Commission Expires: _____ My Commission

Number: _____

FLOOD NOTE

This property is not in a Special Flood Hazard Zone according to Flood Insurance Rate Map, Community Number 20125C025D3, effective date June 20, 2019.



Vicinity Map
Not To Scale

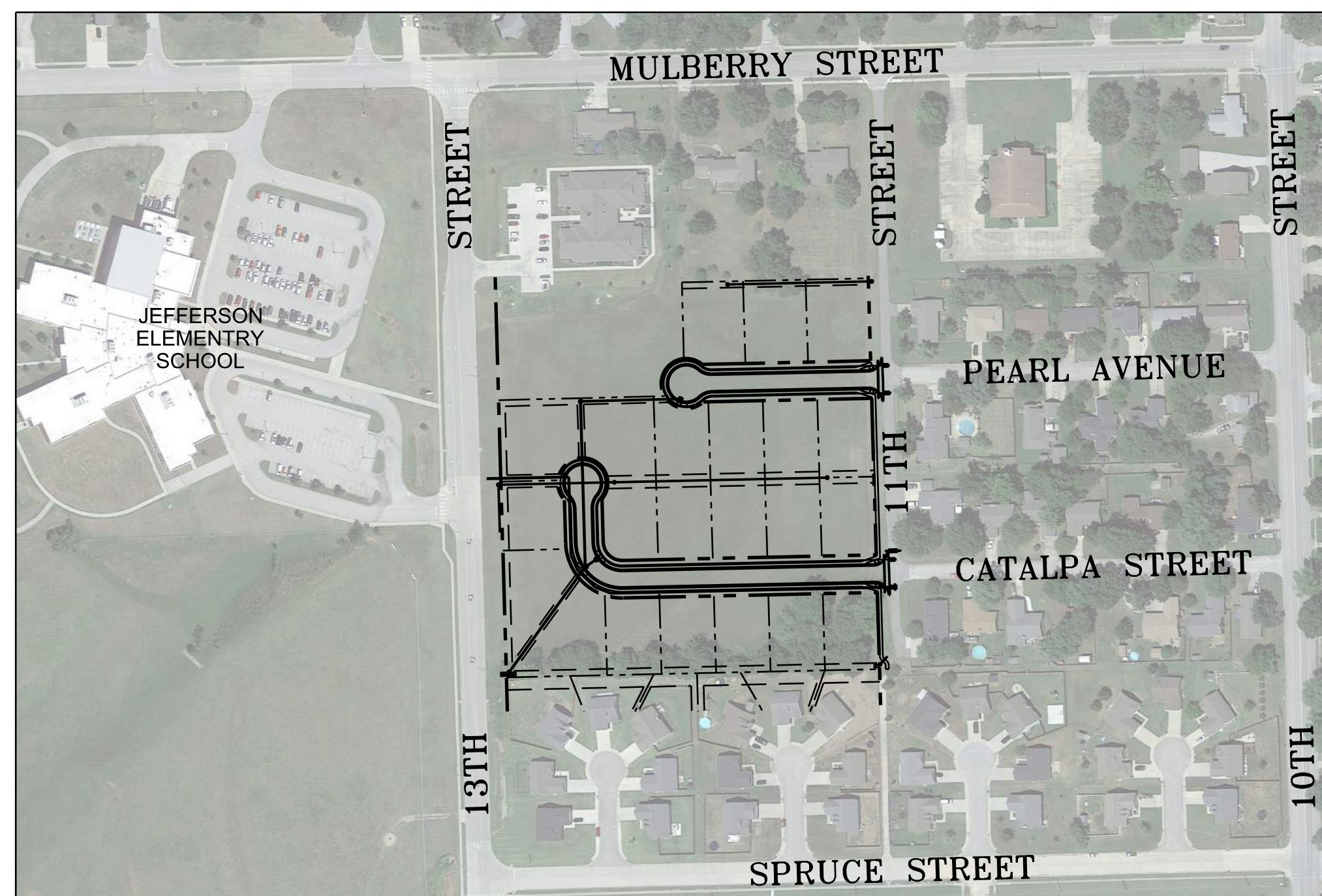
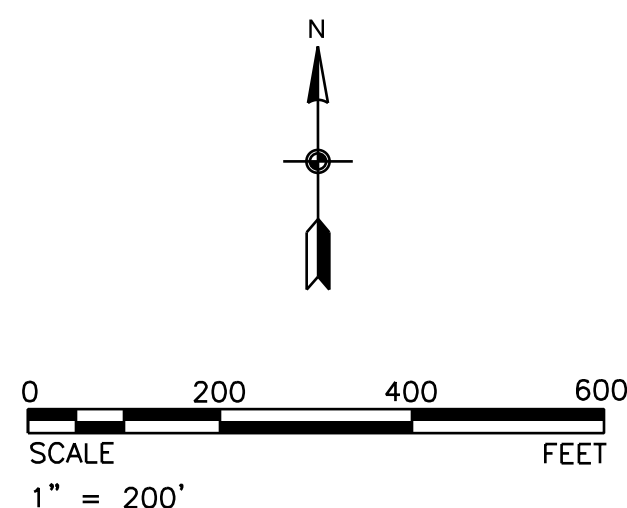
Developer:
City of Independence
120 N. 6th Street
Independence, Kansas 67301
620-332-2500

Surveyors:
Cornerstone Regional Surveying, LLC
1921 North Penn
Independence, KS 67301
620-331-6767
JOB #2303112

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	40.01'	31.85'	31.02'	S 72°38'58" E	045°37'03"
C2	40.00'	71.55'	62.38'	S 81°24'49" E	102°29'24"
C3	40.00'	183.48'	60.00'	N 88°20'44" E	262°49'08"
C4	90.00'	140.73'	126.83'	S 46°27'05" E	089°35'38"
C5	30.00'	46.91'	42.28'	S 46°27'05" E	089°35'38"
C6	40.00'	63.12'	56.77'	N 46°27'05" W	090°24'22"
C10	90.00'	52.75'	52.00'	S 55°23'33" E	033°34'54"
C11	90.00'	29.95'	29.81'	S 81°42'57" E	019°03'54"
C12	40.00'	28.63'	28.02'	S 19°15'12" W	041°00'12"
C13	90.00'	48.65'	48.06'	N 23°06'53" W	030°58'27"
C14	90.00'	9.38'	9.38'	N 04°38'28" W	005°58'23"
C15	40.00'	34.21'	33.17'	N 18°33'57" W	048°59'47"
C16	40.00'	57.54'	52.70'	N 47°08'20" E	082°24'47"

JEFFERSON SUBDIVISION
CITY OF INDEPENDENCE, KANSAS

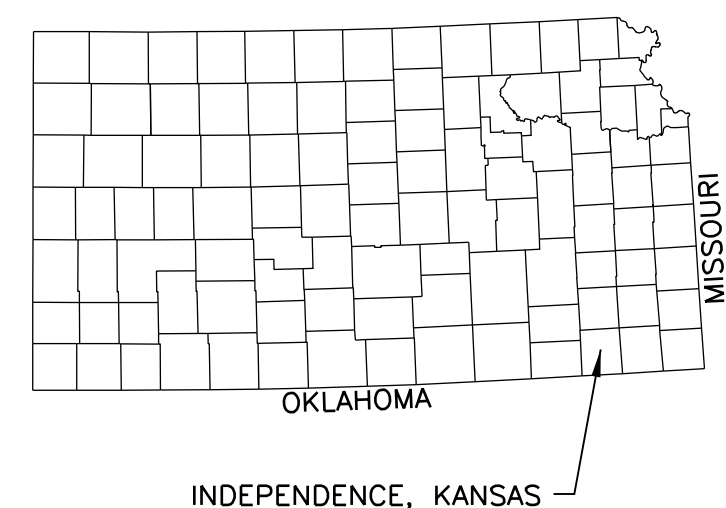
SHEET	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES & PROJECT CONTROL
3	ALIGNMENT DATA
4	TYPICAL SECTIONS
5	PLAN & PROFILES PEARL AVENUE
6 - 7	PLAN & PROFILES CATALPA STREET
8	CURB RETURN PROFILES
9	SIDEWALK PLAN 11TH STREET
10 - 11	SIDEWALK, RAMPS, STEPS & AUXILIARY DETAILS
12 - 23	STORM SEWER SHEETS
24 - 29	SANITARY SEWER SHEETS
30 - 34	WATER LINE SHEETS
35	SUMMARY OF QUANTITIES
36 - 42	SEEDING & EROSION CONTROL
43 - 47	PAVEMENT MARKING & SIGNING
48 - 50	TRAFFIC CONTROL
51 - 59	CROSS SECTIONS



PROJECT LOCATION

LEGEND

PROPOSED PAVEMENT	
SIDEWALK	
SLOPE PROTECTION	
PROPOSED CONTOUR ELEVATIONS	800 _____
EXISTING CONTOUR ELEVATIONS	800 _____
PROPOSED SANITARY SEWER	
EXISTING SANITARY SEWER	SS _____ SS
PROPOSED STORM SEWER	
℄ PROPOSED IMPROVEMENTS	50 _____ 1
EXISTING RIGHT-OF-WAY	R/W _____
PROPERTY LINE	_____
PROPOSED WATER	
EXISTING WATER LINE	W _____
UTILITY POLE	
TELEPHONE RISER	
TELEPHONE LINE	T _____
GAS LINE	G _____
FIBER OPTIC	FO _____
EXISTING FENCE	
TREES	



TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS

[illegible]

PROJ NO: P101230076

SCALE: 1" = 200'

DATE: 10/9/2023

DESIGNED BY: SDT

DRAWN BY: CLH

SHEET TITLE:

COVER
SHEET

SHEET NO.

1

SHEET 1 OF 5

GENERAL NOTES

3. ALL WATER LINE MINIMUM STANDARD SHALL BE IN ACCORDANCE WITH KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT'S (KDHE) MINIMUM STANDARDS.
2. ALL WORK PERFORMED SHALL BE IN ACCORDANCE WITH THE PROJECTS SPECIFICATIONS. MATERIALS AND CONSTRUCTION METHODS TO BE USED FOR PAVEMENT, ASPHALT, BACKFILL, SEEDING AND GENERAL CONCRETE CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR STATE ROAD AND BRIDGE CONSTRUCTION, 2015 EDITION, AS PUBLISHED BY THE KANSAS DEPARTMENT OF TRANSPORTATION, UNLESS OTHERWISE NOTED ON THESE PLANS, OR IN SPECIAL PROVISIONS.
3. EXISTING UTILITIES SHOWN ON THESE PLANS ARE LOCATED ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE LOCATION, DEPTH AND SIZE OF ALL UTILITIES PRIOR TO EXCAVATION. THE CONTRACTOR IS RESPONSIBLE TO ENSURE PROPER GRADE SEPARATION BETWEEN NEW CONSTRUCTION AND EXISTING UTILITIES. SEE SHEET WHERE ANY PART OF THE IMPROVEMENT IS TO BE LOCATED UNDER EXISTING UTILITIES THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT SUCH UTILITIES. THE CONTRACTOR SHALL COORDINATE BRACING OF UTILITY POLES WITH THE UTILITY OWNER PRIOR TO EXCAVATION, IF NECESSARY. THE CONTRACTOR SHALL CONFINE OPERATIONS TO WITHIN EASEMENTS AND RIGHT-OF-WAY.
4. THE CONTRACTOR SHALL PROTECT EXISTING RIGHT-OF-WAY AND SURVEY MONUMENTS. ENDANGERMENT REPORTS SHALL BE COMPLETED AND FILED WITH THE HISTORICAL SOCIETY, AT THE CONTRACTORS EXPENSE. FOR ALL MONUMENTS THAT COULD BE DISTURBED, ANY MONUMENTS DISTURBED DURING CONSTRUCTION SHALL BE RESET BY A REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
5. THE CONTRACTOR SHALL WORK AROUND EXISTING STRUCTURES, PAVEMENTS AND UTILITIES. ANY DAMAGE TO THESE ITEMS BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ADJACENT PROPERTIES FROM THE EFFECTS OF CONSTRUCTION.
6. EXCAVATION SHOWN TO BE WASTED SHALL BE WASTED ON SITES PROVIDED BY THE CONTRACTOR. THESE SITES SHALL BE APPROVED BY THE ENGINEER AS TO SUITABILITY, APPEARANCE AND SITE LOCATION. LOCATIONS THAT, IN THE OPINION OF THE ENGINEER, WILL LEAVE AN UNSIGHTLY APPEARANCE WILL NOT BE APPROVED.
7. DE-WATERING NECESSARY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SUBSIDIARY TO RELATED ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE DRAINAGE.
8. THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AT LEAST 1 WEEK PRIOR TO STARTING ON THEIR PROPERTY OR REMOVING FENCES, AND PIPES.
9. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A SCHEDULE OF OPERATIONS AT THE BEGINNING OF EACH WEEK.
10. ALL PAVEMENT REMOVED BY THIS CONSTRUCTION SHALL BE SAW CUT TO NEAT LINES PRIOR TO REMOVAL. ALL SAWCUTS SHALL BE FULL DEPTH AND SUBSIDIARY TO OTHER ITEMS OF THE CONTRACT.
11. WHEN REMOVING EXISTING STRUCTURES AND PIPES, TRENCHES SHALL BE BACKFILLED IN THE SAME MANNER AS BACK FILLING OF NEW STRUCTURES AND PIPES. THIS SHALL BE SUBSIDIARY TO OTHER ITEMS OF THE CONTRACT.
12. THE CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROL IN ACCORDANCE TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST VERSION) THROUGHOUT THE PROJECT IN STREETS AND INTERSECTIONS. SEE TRAFFIC CONTROL SHEETS.
13. THE CONTRACTOR WORK HOURS SHALL BE LIMITED TO 7 A.M. TO 6 P.M., MONDAY THRU FRIDAY, UNLESS OTHERWISE APPROVED BY THE OWNER.
14. THE TOP 4 INCHES OF ALL EMBANKMENT OUTSIDE OF PAVED AREAS SHALL BE CONSTRUCTED OF MATERIAL THAT WILL SUPPORT VEGETATION AND SHALL BE SUBSIDIARY TO SEEDING. ALL REMAINING EMBANKMENT SHALL BE CONSTRUCTED OF MATERIAL THAT RESULTS IN A STABLE EMBANKMENT.
15. ALL STORM SEWER CONNECTIONS TO EXISTING STRUCTURES SHALL BE SUBSIDIARY TO OTHER ITEMS OF THE CONTRACT AND INCLUDE CLEANING EXISTING STRUCTURE TO NEXT JUNCTION UPSTREAM AND DOWNSTREAM OF CONNECTION.
16. THE CONTRACTOR IS MADE AWARE THAT THEY WILL BE WORKING IN CLOSE PROXIMITY OF EXISTING UTILITIES. ANY CONFLICTS WITH SUCH UTILITIES SHALL BE REPORTED TO THE ENGINEER. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES TO LOCATE ANY EXISTING UTILITIES THAT HAVE NOT BEEN PREVIOUSLY LOCATED. THE CONTRACTOR SHALL COORDINATE THE CONSTRUCTION OF THIS PROJECT WITH THE RELOCATION OF ANY EXISTING UTILITIES BY THE UTILITY COMPANIES.
17. THE CONTRACTOR SHALL UNDERSTAND THAT UTILITY COMPANIES MAY BE RELOCATING THEIR FACILITIES AT THE SAME TIME THIS PROJECT IS UNDER CONSTRUCTION, OR THAT UTILITIES MAY HAVE ALREADY BEEN RELOCATED TO NEW LOCATIONS AND THAT ADDITIONAL COORDINATION WITH UTILITY COMPANIES MAY BE REQUIRED. THE CONTRACTOR SHALL BE REQUIRED TO WORK AROUND EXISTING UTILITIES WITHIN THE RIGHT-OF-WAY.
18. EXISTING ROADWAY MATERIALS, PIPES AND MISCELLANEOUS HARDWARE THAT IS REMOVED, SHALL BECOME THE PROPERTY OF THE CONTRACTOR. EXISTING SIGNS SHALL REMAIN THE PROPERTY OF THE CITY OF INDEPENDENCE.
19. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ADJACENT DRIVEWAYS & PROPERTIES THROUGHOUT CONSTRUCTION.
20. "REMOVAL OF EXISTING STRUCTURES" (EXCLUDING SANITARY SEWER MANHOLES) SHALL BE SUBSIDIARY TO OTHER ITEMS AND INCLUDE ALL COSTS FOR THE REMOVAL OF SIGNS, FOUNDATIONS, LIGHT POLE BASES, ABANDONED WATER METERS, MANHOLES, POLE BASES, FENCES, TRAFFIC SERVICE BOXES, PLANTER BOXES, TREES, SHRUBS, STUMPS, TRAFFIC SIGNAL APPURTENANCES, SPRINKLER HEADS, IRRIGATION CONTROL DEVICES, DRAIN PIPES, APRONS, FLUMES, VALVE BOXES, PAVEMENT MARKINGS, GUARD POSTS, CONCRETE BARRIERS, MONITORING WELLS, ABANDONED PIPES, PARKING BLOCKS, AND ANY OTHER ITEM(S) SLATED FOR REMOVAL FOR WHICH A PAY ITEM IS NOT PROVIDED FOR IN THE PROPOSAL.
21. LOCATIONS AND ELEVATIONS SHOWN FOR THE EXISTING WATER LINES ARE BASED ON LOCATES AND DEPTHS PROVIDED BY THE CITY OF INDEPENDENCE. CONTRACTOR SHALL FIELD VERIFY PRIOR TO ANY EXCAVATION WITHIN THE VICINITY OF ANY EXISTING WATER LINE.
22. PRECAST OR CAST IN PLACE INLET TOPS, WHERE LOCATED IN SIDEWALK (OR FUTURE SIDEWALK) SHALL MEET CURRENT ADA PUBLIC RIGHTS OF WAY ACCESS STANDARD FOR SLOPE AND GRADE. CROSS-SLOPE SHALL NOT EXCEED 1.5% INLET TOPS SHALL BE ADJUSTED FOR STREET GRADE AND SLOPES BEHIND THE BACK OF CURB. THIS WORK SHALL BE SUBSIDIARY TO THE INLET.
23. CONSTRUCTION OF TEMPORARY PAVEMENT REQUIRED FOR PROPERTY ACCESS DURING CONSTRUCTION SHALL BE INCLUDED IN THE BID ITEM "TEMPORARY SURFACING MATERIAL (AGGREGATE)(SET PRICE)", AND SHALL INCLUDE ALL GRADING, FILL, COMPACTION, SOIL SCARIFICATION, REMOVAL, DISPOSAL, ETC. NECESSARY FOR TEMPORARY BUSINESS AND RESIDENTIAL ACCESS.
24. TREE REMOVAL IS ANY TREE 12" OR GREATER IN DIAMETER MEASURED 36" FROM THE BASE OF THE TREE. TREE/SHRUBS LESS THAN THAT DIAMETER SHALL BE PAID FOR AS "CLEARING AND GRUBBING" BY LUMP SUM.

PROJECT CONTROL

CONTROL	SHEET	DESCRIPTION	
CP 1	25	SET 1/2" IRON BAR W/CONTROL POINT CAP 1. EAST TO BACK OF CURB 2. N NORTHWEST TO MAG NAIL IN NEAR FACE OF POWER POLE 3. S SOUTHEAST TO "+" CUT IN CURB 4. WEST TO "+" CUT IN SIDEWALK 5. N 1535060.49 E 2122794.63 EL 824.91	5.82' 23.14' 24.69' 11.75'
CP 2		SET 1/2" IRON BAR W/CONTROL POINT CAP 1. N NORTHEAST TO "+" CUT IN SW CORNER OF STORM SEWER INLET 2. WEST TO "+" CUT IN SIDEWALK 3. S SOUTHEAST TO "+" CUT IN CURB 4. N 1535455.73 E 2122776.07 EL 825.60	4.32' 9.00' 20.40'
CP 3	5	SET 1/2" IRON BAR W/CONTROL POINT CAP 1. NORTHEAST TO TOP NUT OF FIRE HYDRANT 2. E NORTHEAST TO MAG NAIL IN NEAR FACE OF POWER POLE 3. SOUTHEAST TO MAG NAIL IN NEAR FACE OF POWER POLE 4. N 1535284.77 E 2123464.36 EL 829.78	80.21' 55.54' 122.02'

PROJECT BENCH MARK

CONTROL	SHEET	DESCRIPTION	
BM 1	25	SQUARE CUT ON NORTHEAST CORNER OF STORM SEWER INLET WEST SIDE OF 13TH STREET, NORTH OF SCHOOL ENTRANCE.	
		1. SOUTHEAST TO "+" CUT IN CURB	7.61'
		2. S SOUTHEAST TO CENTER OF MANHOLE	4.61'
		3. N NORTHWEST TO "+" CUT IN SIDEWALK	1.96'
		4. WEST TO "+" CUT IN SIDEWALK	5.55'
		5. N 1535214.92 E 2122779.69	

PROJECT SURVEY CONTROL & DATUM BENCHMARK

HORIZONTAL - KANSAS STATE PLANE COORDINATES
(SPCS KS-South- CAF=0.0.99997008)

VERTICAL - BM H0843 INDEPENDENCE (NGS DATA SHEET)
TRIANGULATION STATION DISK SET IN TOP OF
CONCRETE MONUMENT
STAMPING: INDEPENDENCE 1934
LOCATION: MOUNT HOPE CEMETERY
N 1,533,786.56
E 2,125,531.49
NAVD88 - Elev. = 830.24

UTILITY INFORMATION

City of Independence	AT&T
Ron Garris	Ron Maher
120 N. 6th St.	207 W. Carr Ave.
Independence, KS 67301	El Dorado, KS 67042
620-332-2500	620-223-9942
Water / Sanitary Sewer	Telephone, Fiber Optic
Evergry	Cable One
Lori Johnson	Randy Kennedy
1101 E. Main St.	2600 Davis Blvd.
Independence, KS 67301	Joplin, MO 64804
620-332-2603	806-690-3283
Electrical	Telephone, Fiber Optic
Atmos Energy	
Eddie Rodgers	
1509 W. Maple	
Independence, KS 67301	
620-331-1547	
Gos	

UTILITY NOTES:

Visual indications of utilities are as shown. Underground locations shown, as furnished by their lessors, are approximate and should be verified in the field at the time of construction. For actual field locations of underground utilities, call 1-800-344-7233. Verification of utilities is the Contractor's responsibility.

The Contractors shall be responsible for contacting all Utility Companies, even if remotely involved with the project, for field location of all underground utility lines prior to any excavation.



TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



REVISIONS:

[illegible]

PROJ NO: P101230076

SCALE: NTS

DATE: 10/9/2023

DESIGNED BY: SDT

DRAWN BY: CL

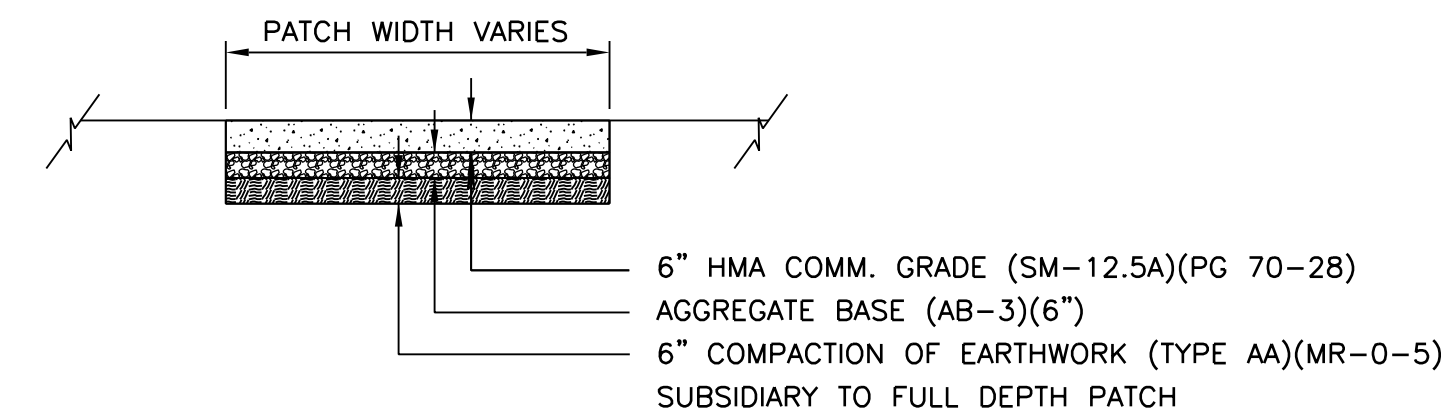
SHEET TITLE:

GENERAL NOTES & PROJECT CONTROL

SHEET NO.

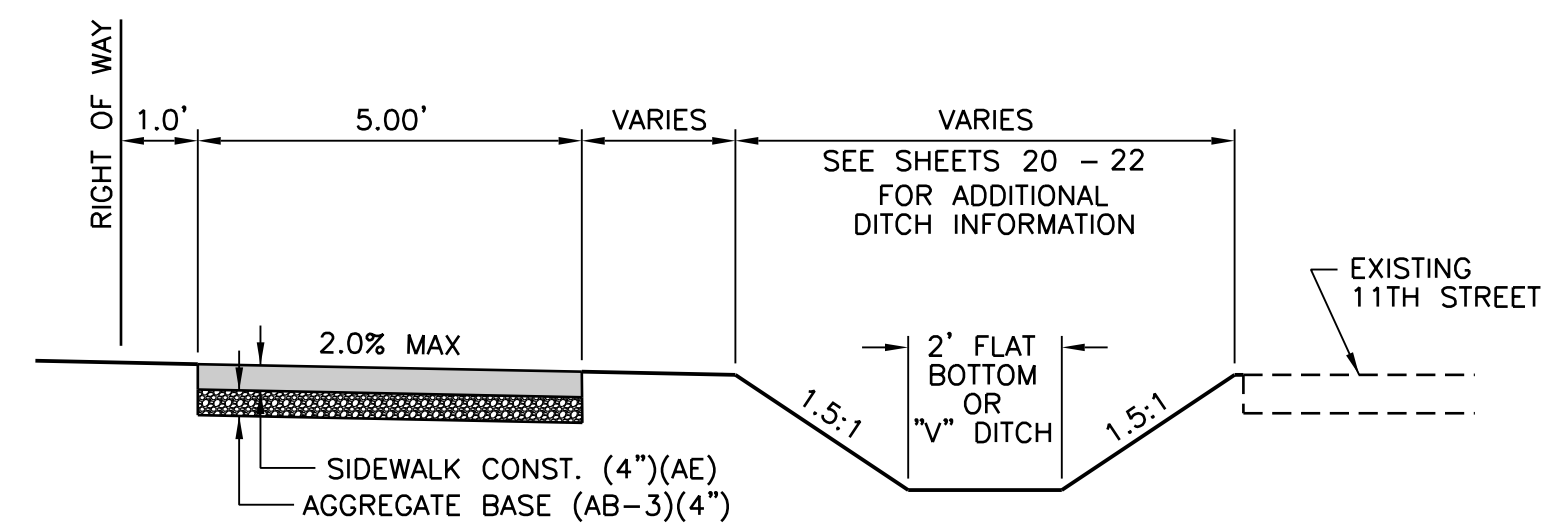
2

SHEET 2 OF 59



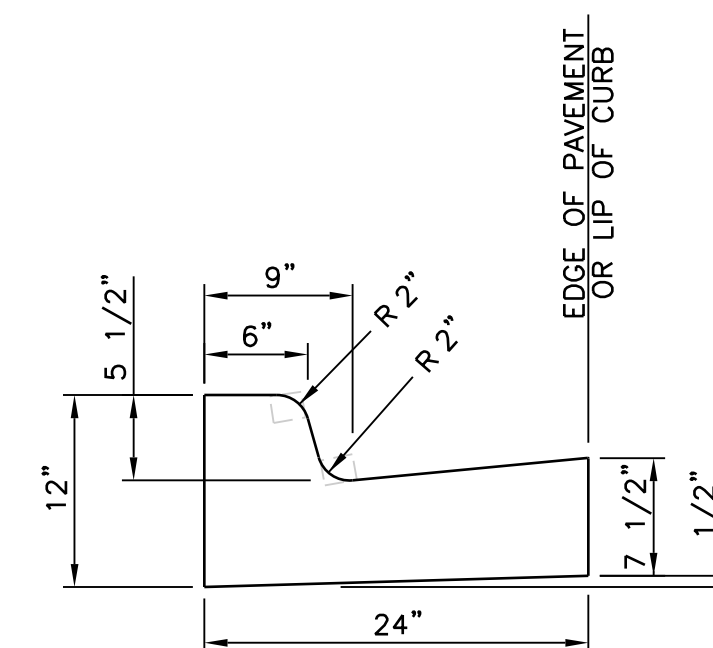
STA 13+13.71 22.00' LT TO STA 13+23.71 22.00' LT - SEE SHEET 30
STA 13+14.03 22.00' RT TO STA 13+25.03 22.00' RT - SEE SHEET 30
STA 56+14.03 22.00' LT TO STA 56+25.03 22.00' LT - SEE SHEET 32
STA 507+93.24 TO STA 508+03.89 - SEE SHEET 32
STA 1008+08.50 6.72' RT TO STA 1008+08.50 21.77' RT - SEE SHEET 21

PEARL AVENUE STA 9+71.00 TO STA 10+41.18
CATALPA STREET STA 49+71.00 TO STA 50+41.18



N.T.S.

PEARL AVENUE STA 10+41.18 TO STA 12+90.36
CATALPA STREET STA 50+41.18 TO STA 55+91.13



Technical drawing of a curb profile. The drawing shows a cross-section of a curb with the following dimensions and features:

- Total height: 8"
- Top flange height: 1 $\frac{3}{8}$ "
- Top flange width: 9"
- Fillet radius: R 12"
- Base width: 24"
- Main body height: 7 $\frac{1}{2}$ "
- Curb height: 1 $\frac{1}{2}$ "
- Right edge label: EDGE OF PAVEMENT OR LIP OF CURB

N.T.S.

1. THE SECTIONS SHOWN ARE TYPICAL. SEE PLANS & CROSS SECTIONS FOR VARIATIONS.
2. REFER TO PLANS AND CROSS SECTIONS FOR RIGHT-OF-WAY DIMENSIONS.
3. BOTTOM 6" OF COMPACTION IS CONSIDERED SUBSIDIARY TO ROAD CONSTRUCTION.
4. FILL OUTSIDE ROAD AREA SHALL BE PAID AS (TYPE B)(MR-90).

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS

[illegible]

PROJ NO:
SCALE: 1" = 5'
DATE: 10/9/2023
DESIGNED BY: P101230076
DRAWN BY: CLH
CHECKED BY: CCB

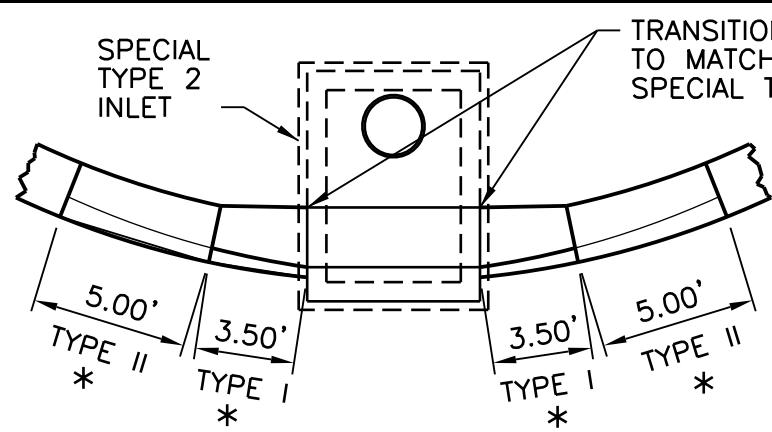
TYPICAL SECTIONS

SHEET NO.

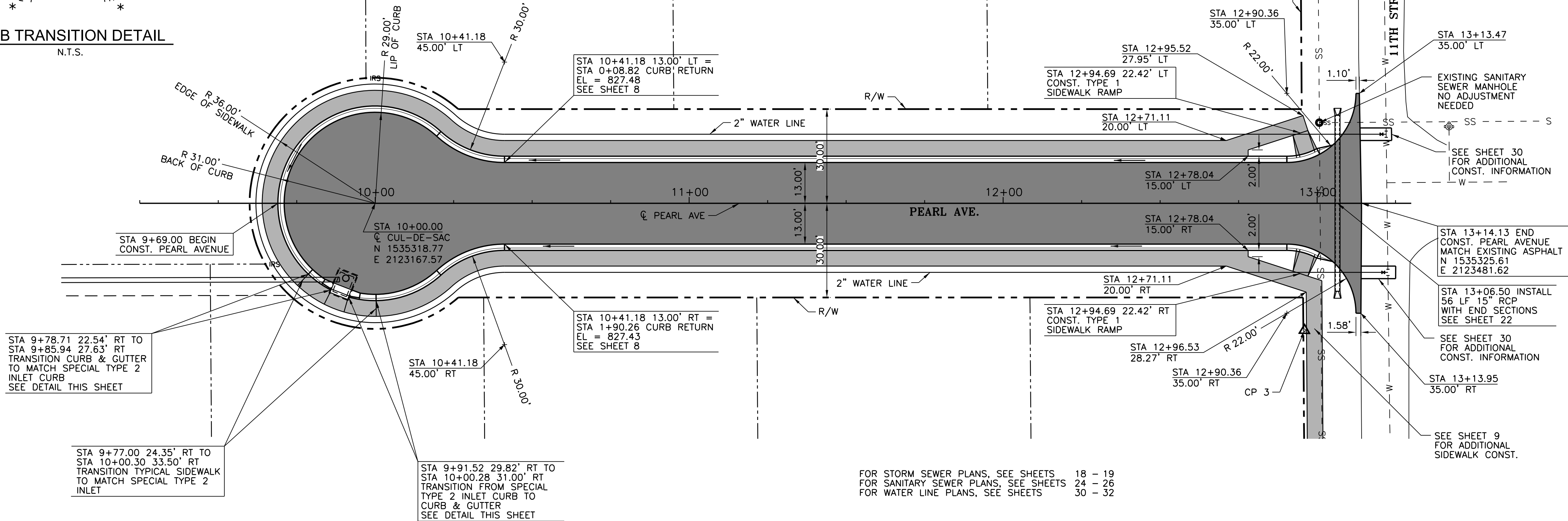
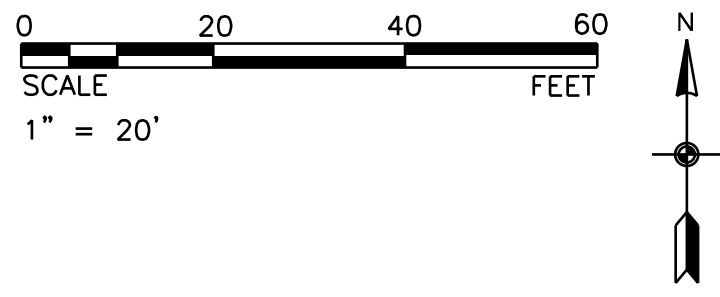
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SHEET 4 OF 59

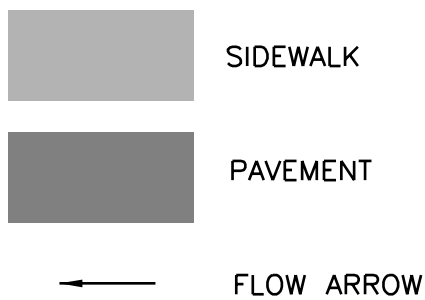
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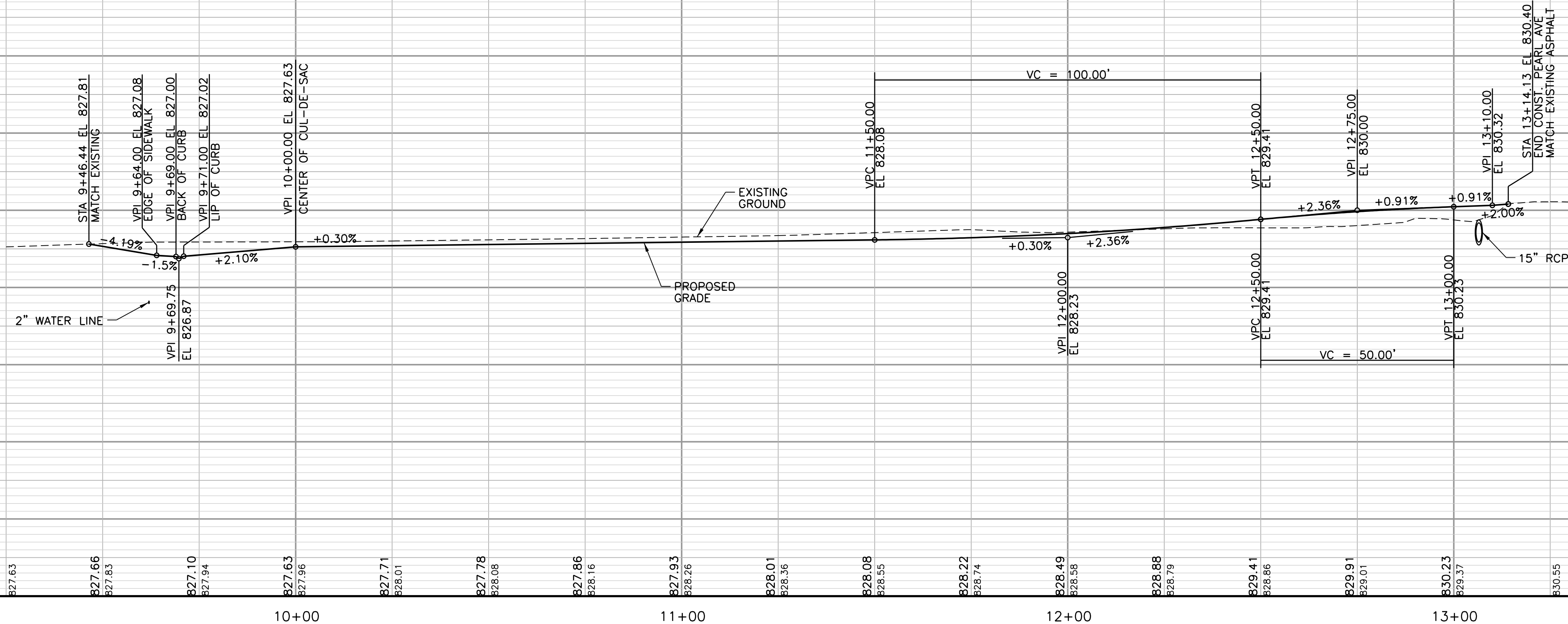
* ALL CURB AND GUTTER SHALL BE PAID FOR AS CURB AND GUTTER COMBINED (AE)



LEGEND



FOR STORM SEWER PLANS, SEE SHEETS 18 - 19
FOR SANITARY SEWER PLANS, SEE SHEETS 24 - 26
FOR WATER LINE PLANS, SEE SHEETS 30 - 32



TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



REVISIONS:

MARK	DATE	DESCRIPTION

SHEET TITLE:

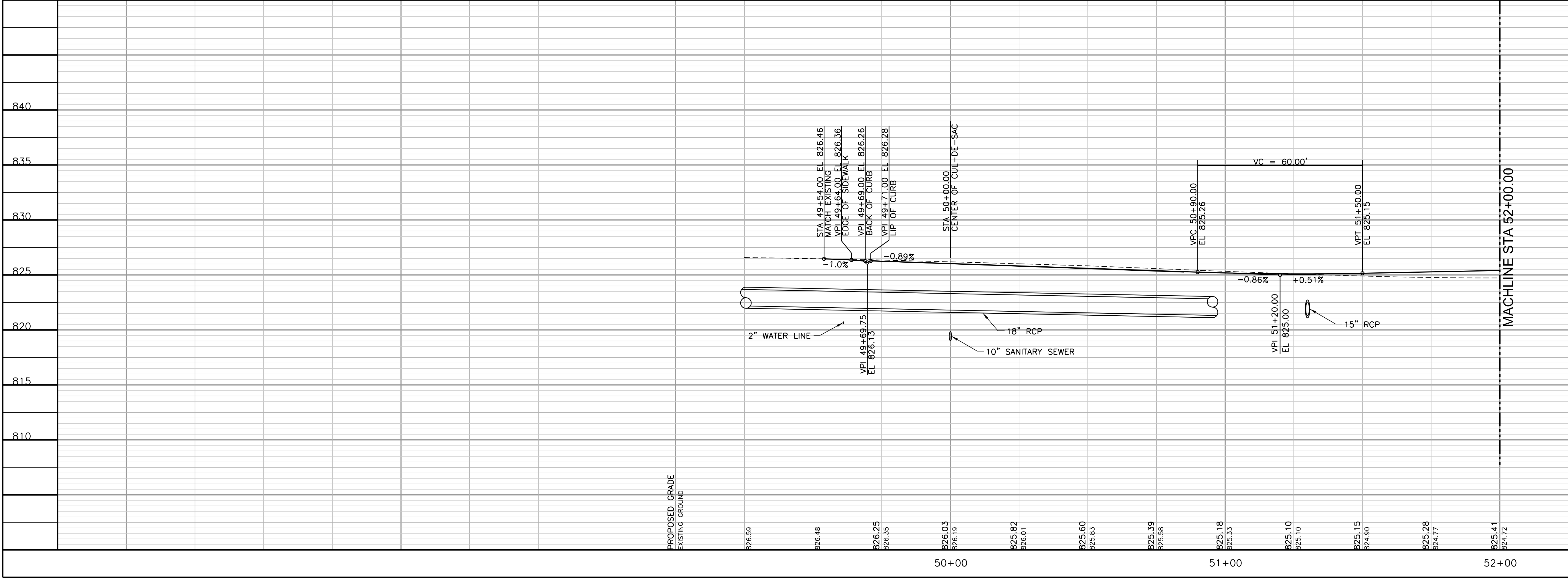
PLAN & PROFILE
PEARL AVENUE

SHEET NO.

5

SHEET 5 OF 59

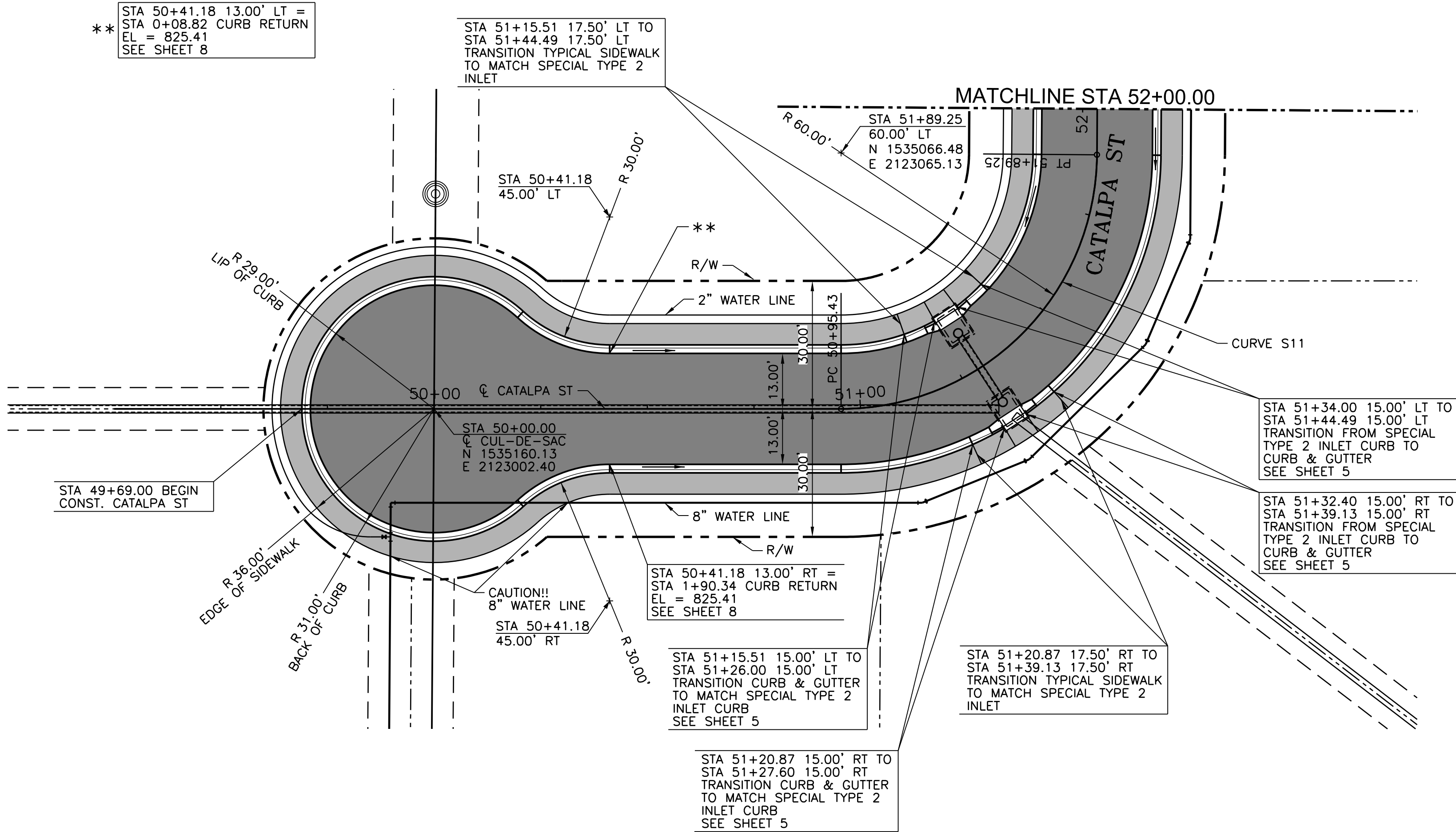
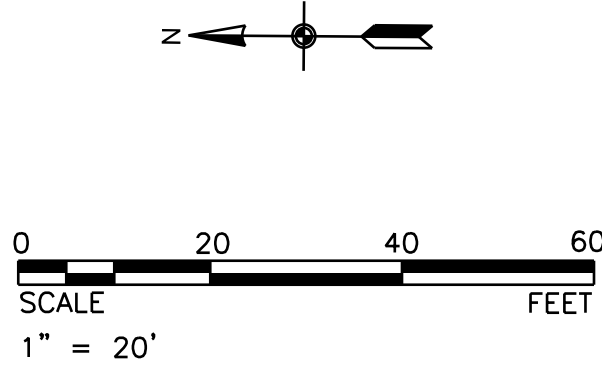
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FOR STORM SEWER PLANS, SEE SHEETS 18 - 19
FOR SANITARY SEWER PLANS, SEE SHEETS 24 - 26
FOR WATER LINE PLANS, SEE SHEETS 30 - 32

LEGEND

- SIDEWALK
- PAVEMENT
- FLOW ARROW



JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



CONSULTANTS:

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-445-9048

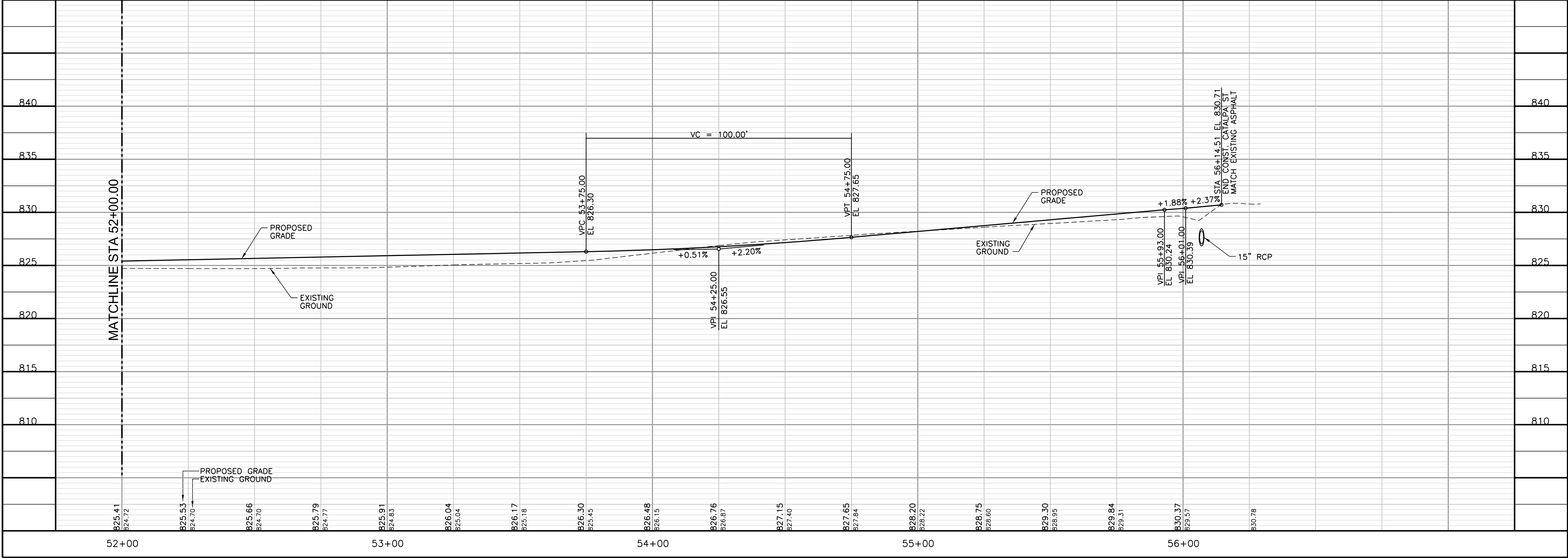
REVISIONS:

NO.	DATE	DESCRIPTION

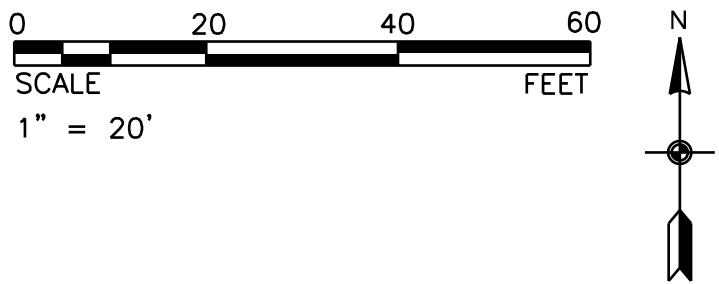
PROJ NO: P101230076
SCALE: 1" = 20'
DATE: 10/9/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB
SHEET TITLE:
PLAN & PROFILE
CATALPA STREET
SHEET
1 OF 2

SHEET NO.
6
SHEET 6 OF 59

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IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING



SEE SHEET 9 FOR ADDITIONAL SIDEWALK CONST.

STA 55+89.74 35.00' LT

STA 55+95.49 28.14' LT

STA 55+94.05 22.42' LT CONST. TYPE 1 SIDEWALK RAMP

STA 55+70.46 20.00' LT

STA 55+77.40 15.00' LT

STA 55+77.40 15.00' RT

STA 55+70.46 20.00' RT

STA 55+94.05 22.42' RT CONST. TYPE 1 SIDEWALK RAMP

STA 55+95.89 28.27' RT

STA 55+91.13 35.00' RT

SEE SHEET 9 FOR ADDITIONAL SIDEWALK CONST.

SEE SHEET 9 FOR ADDITIONAL SIDEWALK CONST.

SEE SHEET 21 FOR ADDITIONAL RCP CONST. INFORMATION

SEE SHEET 32 FOR ADDITIONAL WATER LINE CONST. INFORMATION

STA 56+07.00 INSTALL 56 LF 15" RCP WITH END SECTIONS SEE SHEET 21

STA STA 56+14.51 END CONST. CATALPA STREET MATCH EXISTING ASPHALT N 1535015.76 E 2123491.60

SEE SHEET 32 FOR ADDITIONAL WATER LINE CONST. INFORMATION

SEE SHEET 26 FOR ADDITIONAL SANITARY SEWER CONST. INFORMATION

STA 56+15.13 34.66' RT

STA 56+13.73 35.52' LT

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-446-9048

CONSULTANT'S:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS

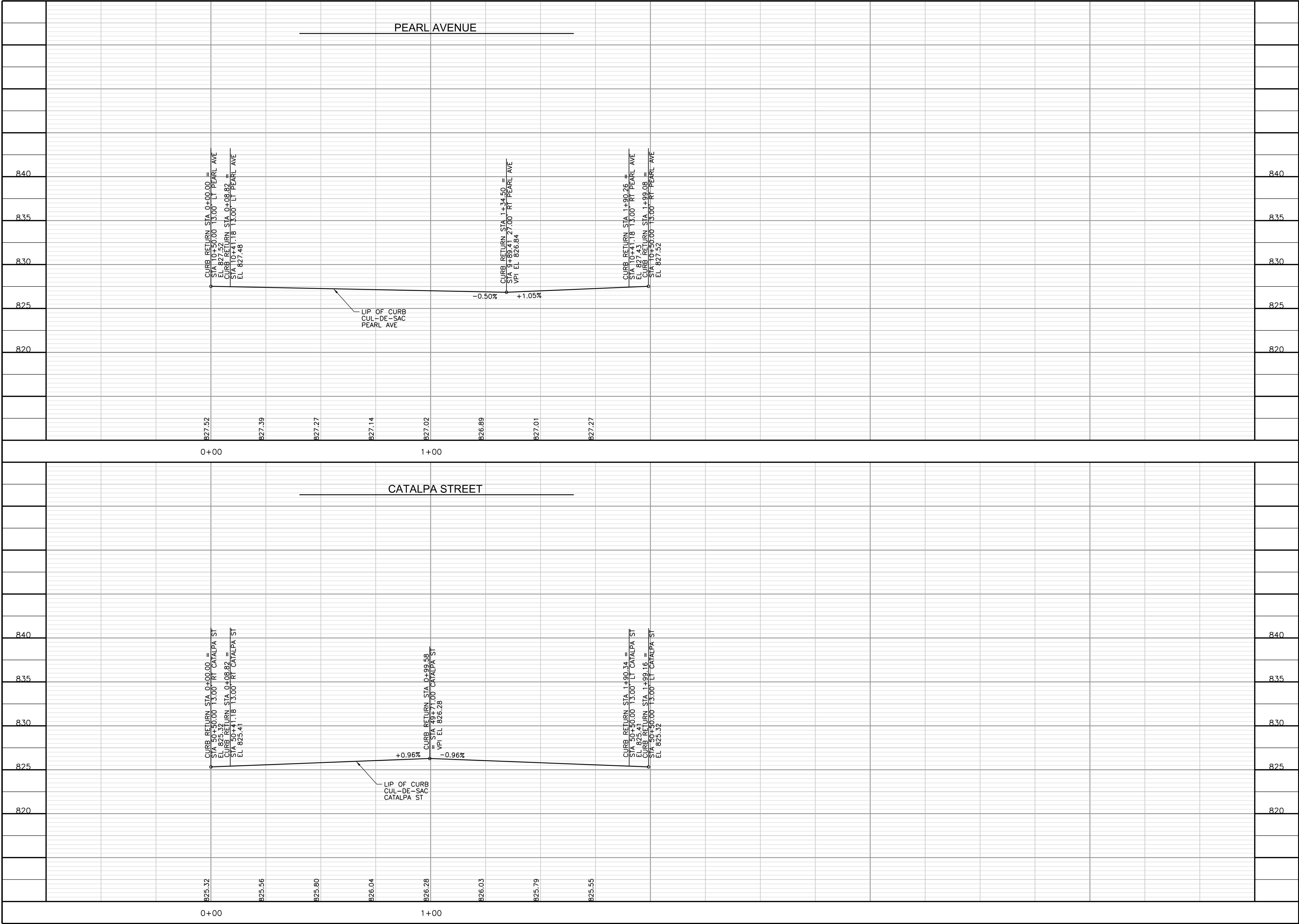
REVISIONS:

NO.	DATE	DESCRIPTION

PROJ NO: P101230076
SCALE: 1" = 20'
DATE: 10/9/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:
PLAN & PROFILE
CATALPA STREET
SHEET
2 OF 2

SHEET NO.
7
SHEET 7 OF 59



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SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



REVISIONS:	MARK	DATE	DESCRIPTION

PROJ NO: P101230076
SCALE: 1" = 20'
DATE: 10/9/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:
**CUL-DE-SAC
CURB PROFILES**

SHEET NO.
8

SHEET 8 OF 59

IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING

Page 196 of 302



STA 800+10.00
N 1534862.82
E 2123488.37
BEGIN SIDEWALK CONST.
MATCH EXISTING WALK PATH

STA 801+03.61 2.19' RT
ADJUST EXISTING SANITARY
SEWER MANHOLE
EXIST. EL = 830.14
PROP. EL = 829.34
DIFFERENCE = -0.8

$$\frac{\text{STA } 801+37.76 \quad 2.50' \quad \text{LT}}{\text{STA } 55+95.89 \quad 28.27' \quad \text{RT}}$$

SEE SHEET 7
FOR ADDITION
SIDEWALK CONST.

CATALPA ST

- PROPOSED 2"
WATER LINE

$$\frac{\text{STA } 801+94.18 \quad 2.50' \quad \text{LT}}{\text{STA } 55+95.49 \quad 28.14' \quad \text{LT}} =$$

11TH ST

PROPOSED 2"
WATER LINE

SEE SHEET 5
FOR ADDITION
SIDEWALK CONST.

STA 804+47.77 2.50' LT
STA 12+96.53 28.27' RT

PEARL AVE

PROPOSED 2"
WATER LINE

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



CONSULTANTS:

TRANSYSTEMS

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INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

REVIEWS:		
MARK	DATE	DESCRIPTION

PROJ NO: P101230076

SCALE: 1" = 20'

DATE: 10/9/2023

DESIGNED BY: SDT

DRAWN BY: CLH

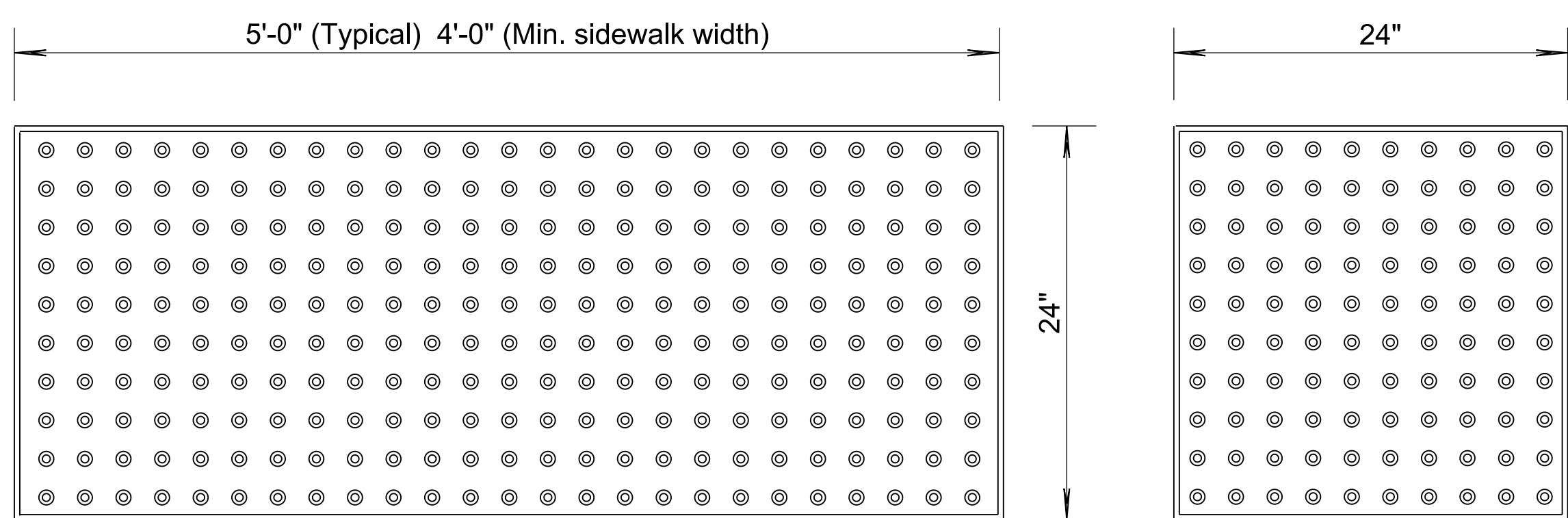
SHEET TITLE:

SIDEWALK PLAN
11TH STREET

SHEET NO.

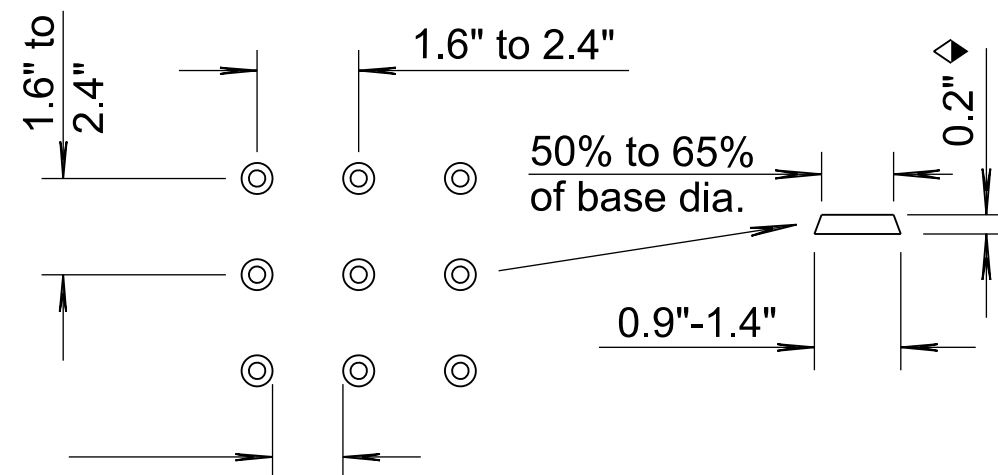
C

SHEET 9 OF 59

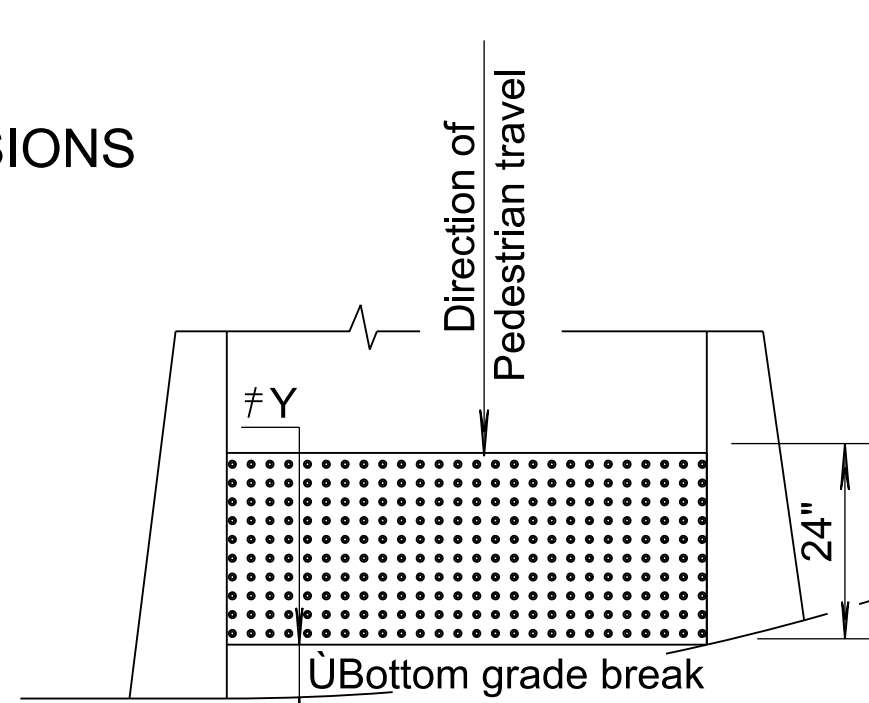


Ψ PRESTRESSED RAMP PANEL
 with
 TRUNCATED DOME SURFACE

≠ When the dimension "Y" from the back of curb to the bottom ramp grade break is greater than 5'-0" or the ramp is not located through a curb radius, place detectable warning at the back of curb. Otherwise, place detectable warning at the bottom grade break as shown.

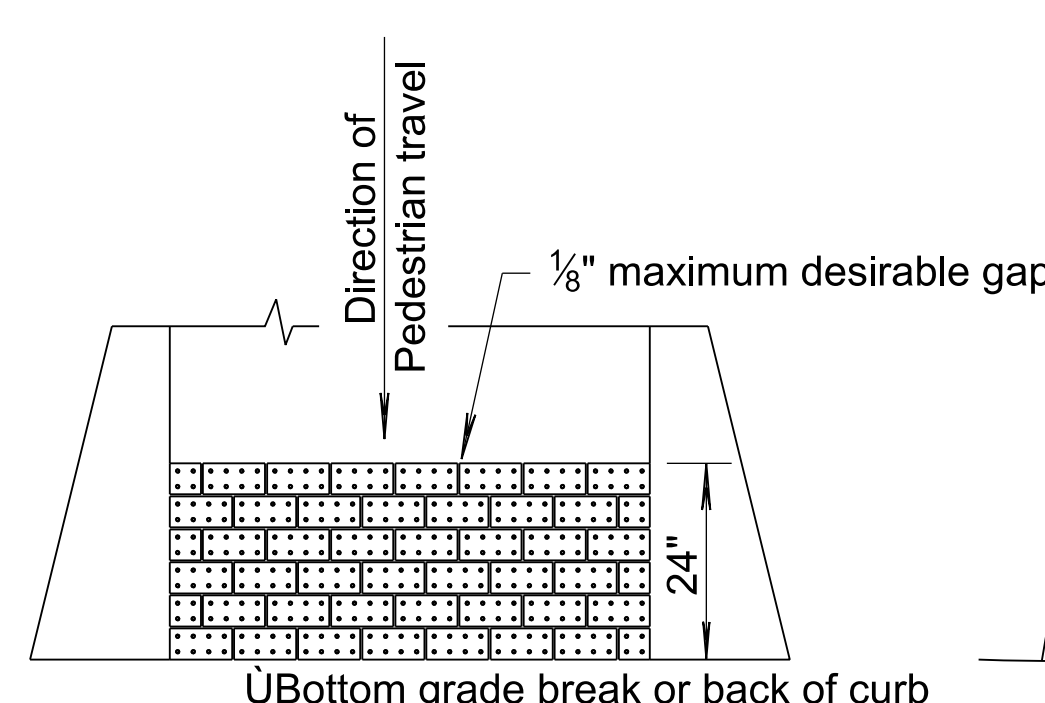


TRUNCATED DOME DIMENSIONS for SQUARE PATTERN (Parallel Alignment)

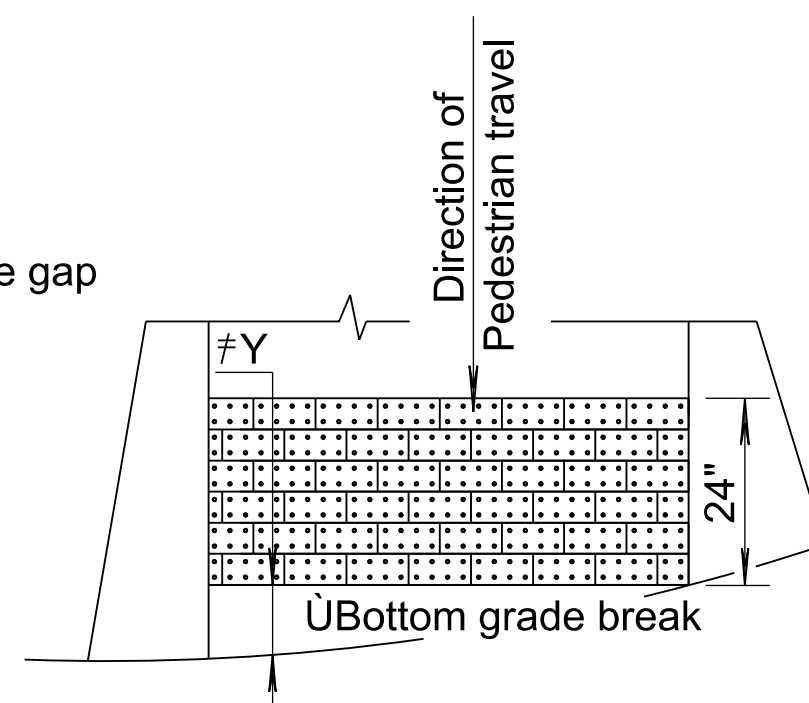


⊗ CURB RADIUS DETAILS

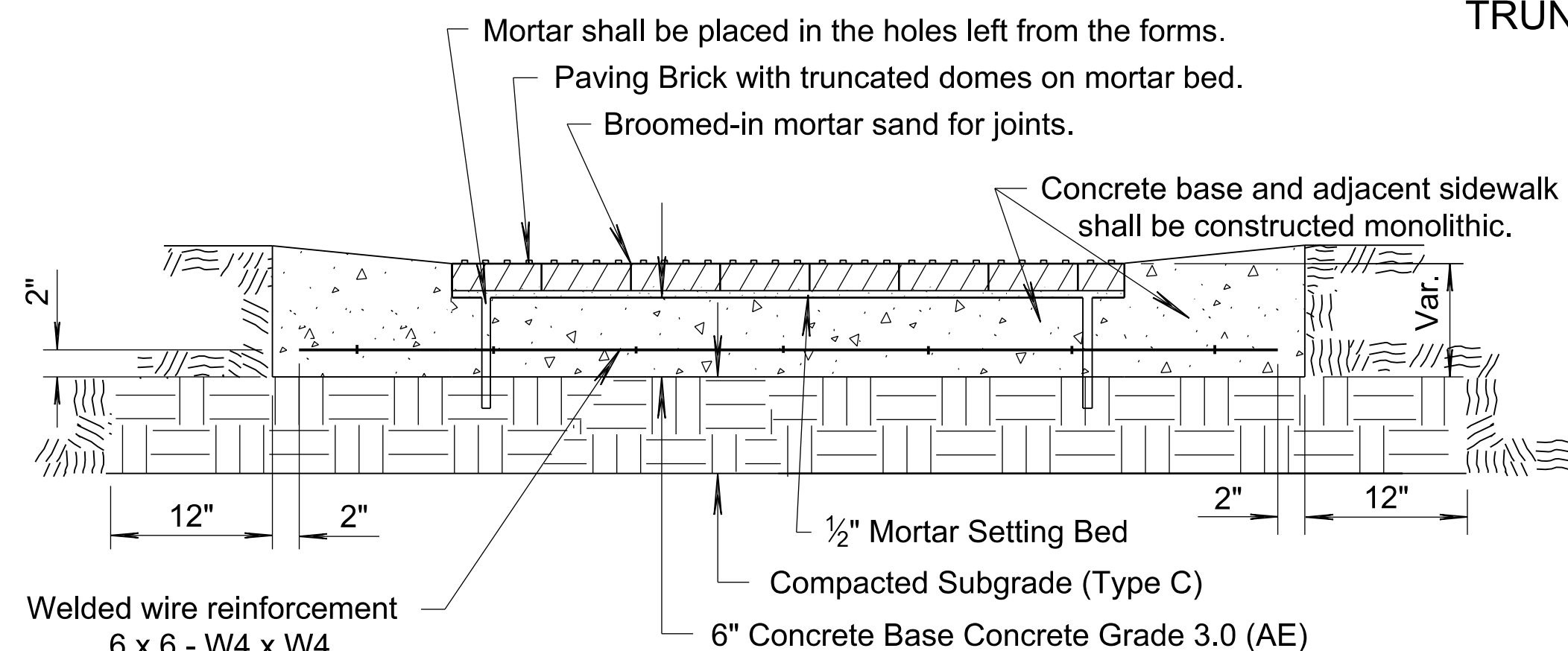
Cut Prestressed Ramp Panels to fit.



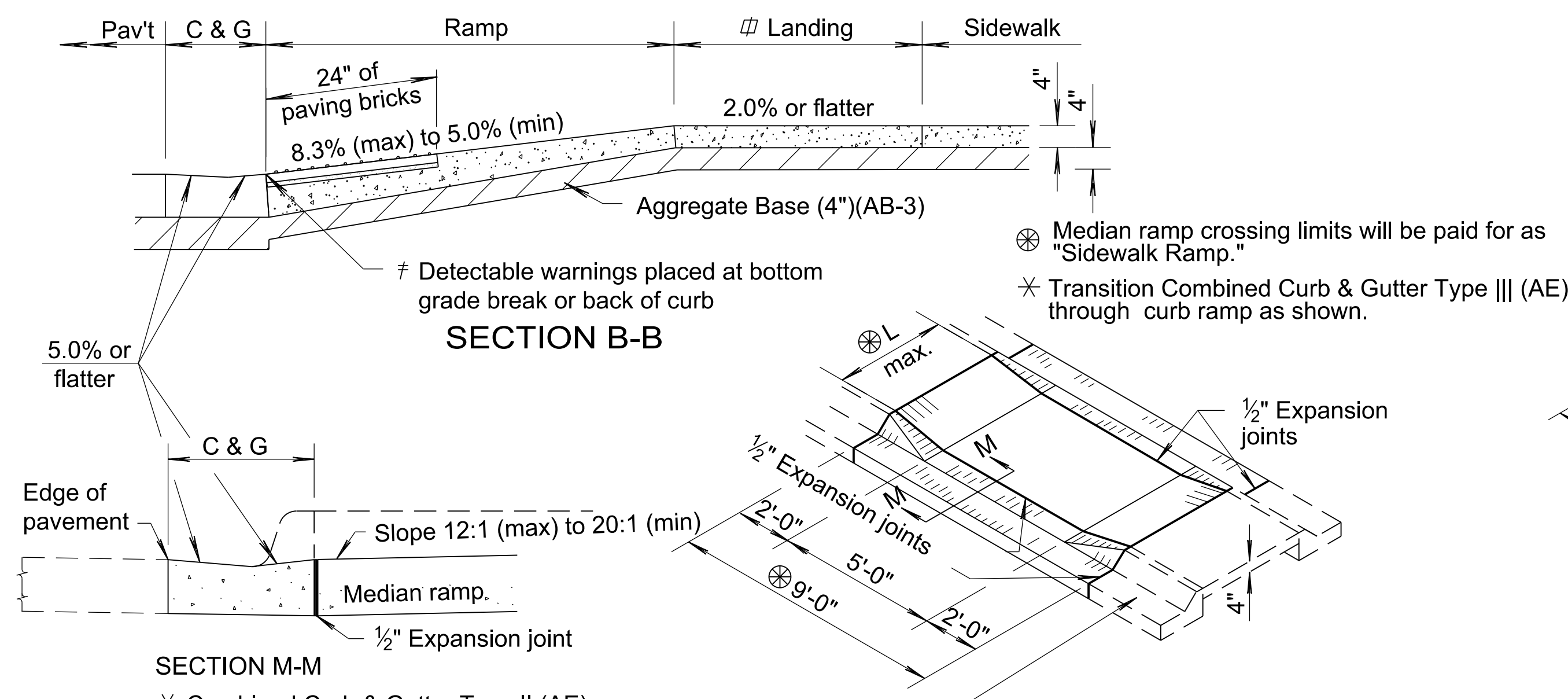
STRAIGHT CURB DETAILS



CURB RADIUS DETAILS

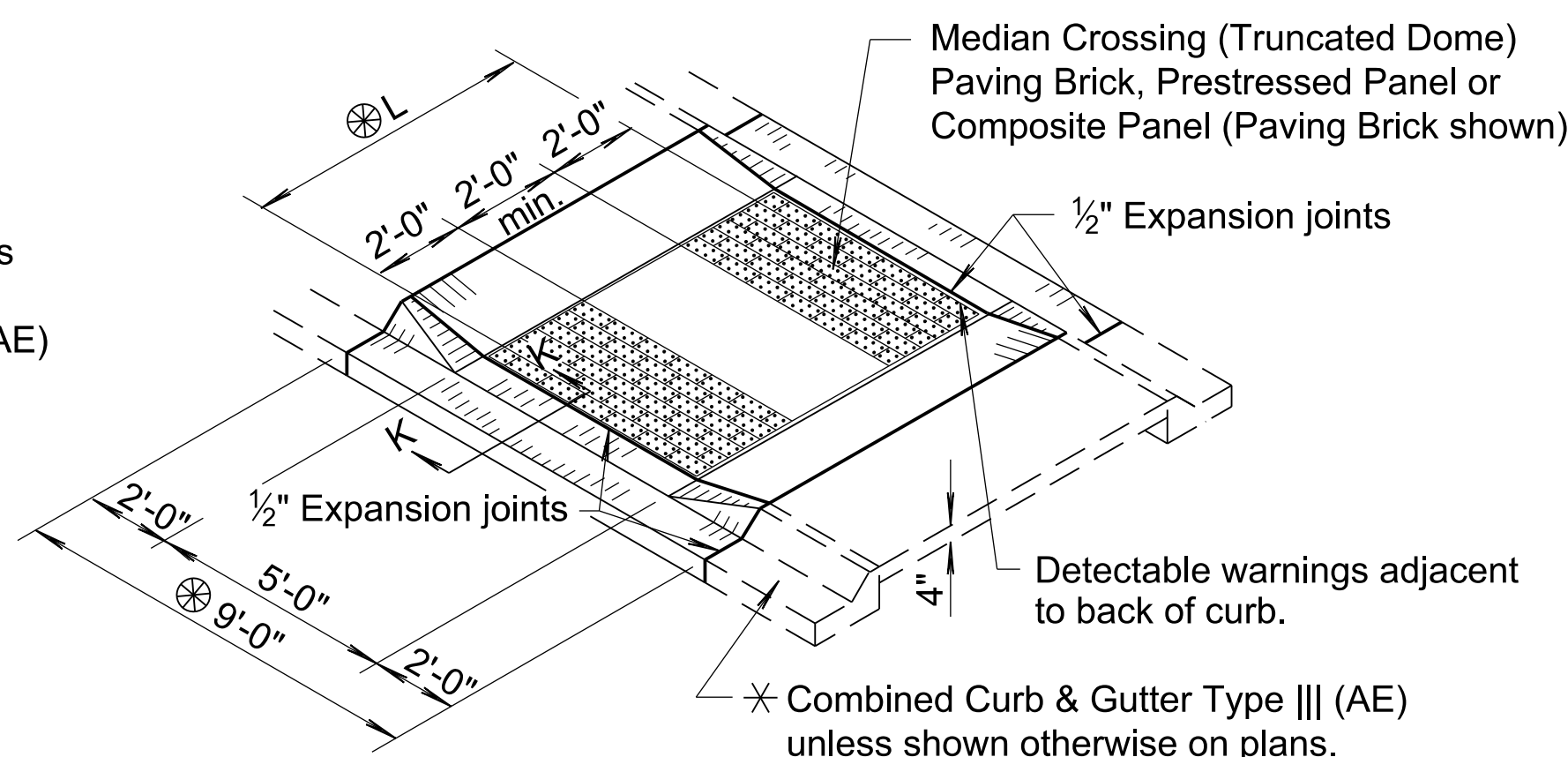


TYPICAL SECTION OF PAVER BRICK - SECTION A-A



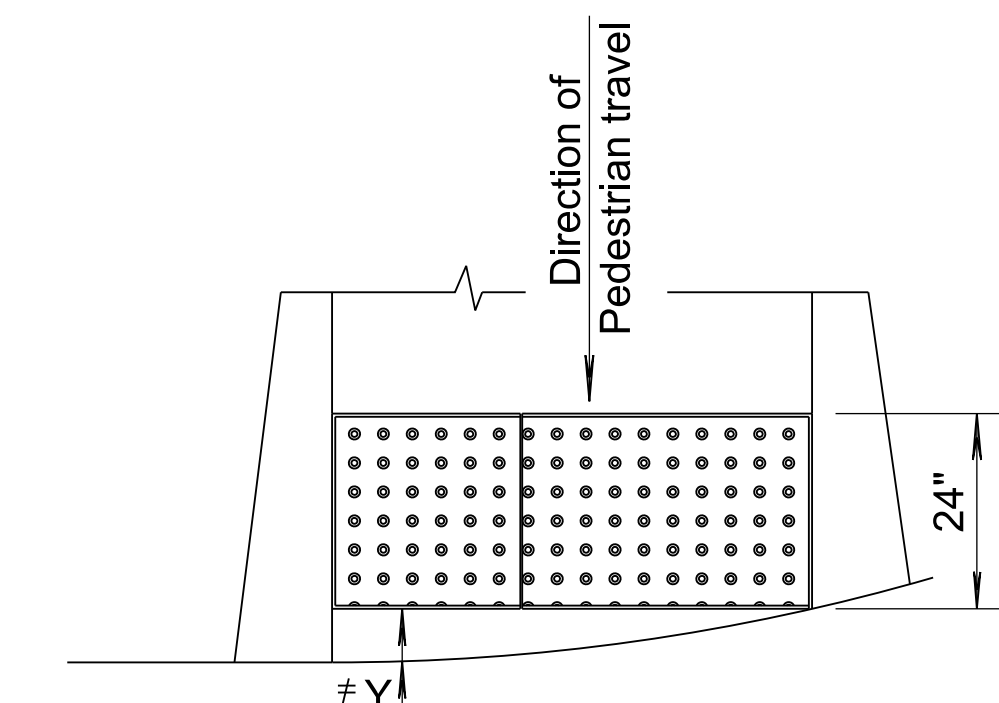
NARROW MEDIAN RAMP CROSSING
(L < 6'-0")

Note: A Median Ramp Crossing shall be constructed at Crosswalk locations. Do not install detectable warnings on narrow median ramp crossings.



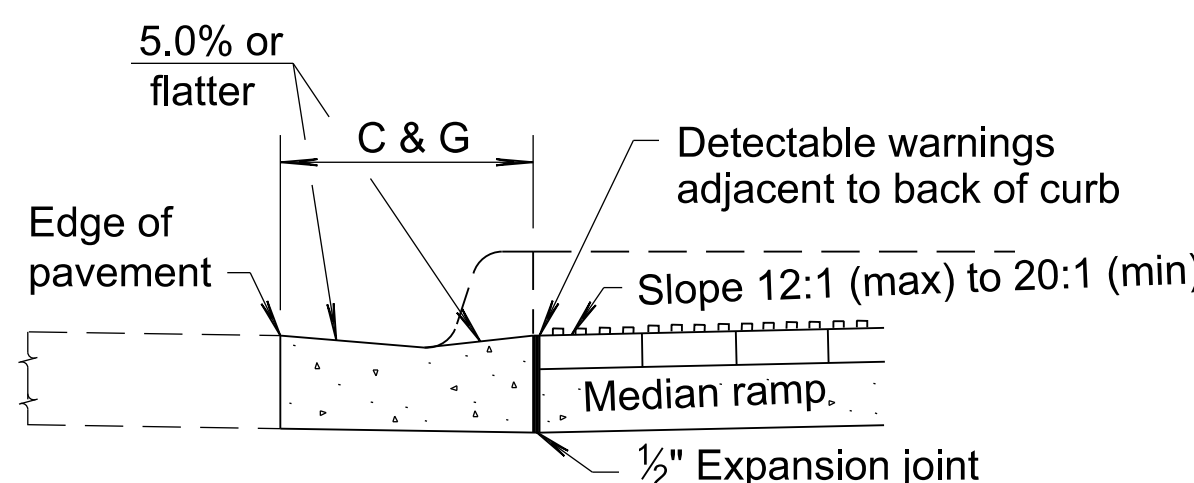
WIDE MEDIAN RAMP CROSSING
(L ï 6'-0")

Note: A Median Ramp Crossing shall be constructed at Crosswalk locations. Wider median islands will result in a 2' minimum gap between the detectable warning areas.



⊗ CURB RADIUS DETAILS (COMPOSITE)

Where truncated domes are placed through a curb radius, cut radius from 3'-0" long composite panel.



SECTION K-K

GENERAL NOTES
Construct sidewalk and ramps in accordance with the current Public Rights of Way Accessibility Guidelines (PROWAG).

Details depicted here may not be appropriate for all locations. Design to meet this criteria on all roadway alteration projects as defined by the Department of Justice/Department of Transportation Joint Technical Assistance on ADA Title II Requirements. For an existing sidewalk facility where the sidewalk will be replaced, replace sidewalk according to this drawing to the maximum extent feasible.

Install detectable warning surfaces at all ramp locations unless otherwise shown. Do not install detectable warning surfaces through residential driveway crossing locations. Use Paving Brick, Prestressed or Composite Panel (Truncated Dome Surface) units that meet the requirements of the Standard Specifications and comply with PROWAG. Use a contrasting color paving brick or panel to adjacent surfaces. Where existing manhole access lids are located on ramps within the area of the detectable warnings and the manhole lid cannot be removed or relocated, install a lid with a detectable warning surface in accordance with PROWAG.

Cover the ramp width and 24" length with truncated dome surface. Saw cut (only) bricks or panels with not less than 25% of a full brick or panel installed. Place Truncated Dome Bricks or Panels to align parallel in the direction of pedestrian travel unless otherwise shown in the plans.

Prestressed or Composite Panels are installed in fresh concrete, Paver Bricks require mortar bed and mortar sand, see KDOT's Standard Specifications for information.

All work and materials needed to install detectable warnings will be paid for under the bid item "Sidewalk Ramps (Detectable Warning)".

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS

[illegible]

PROJ NO: P101230076

SCALE: N/A

DATE: 10/9/2023

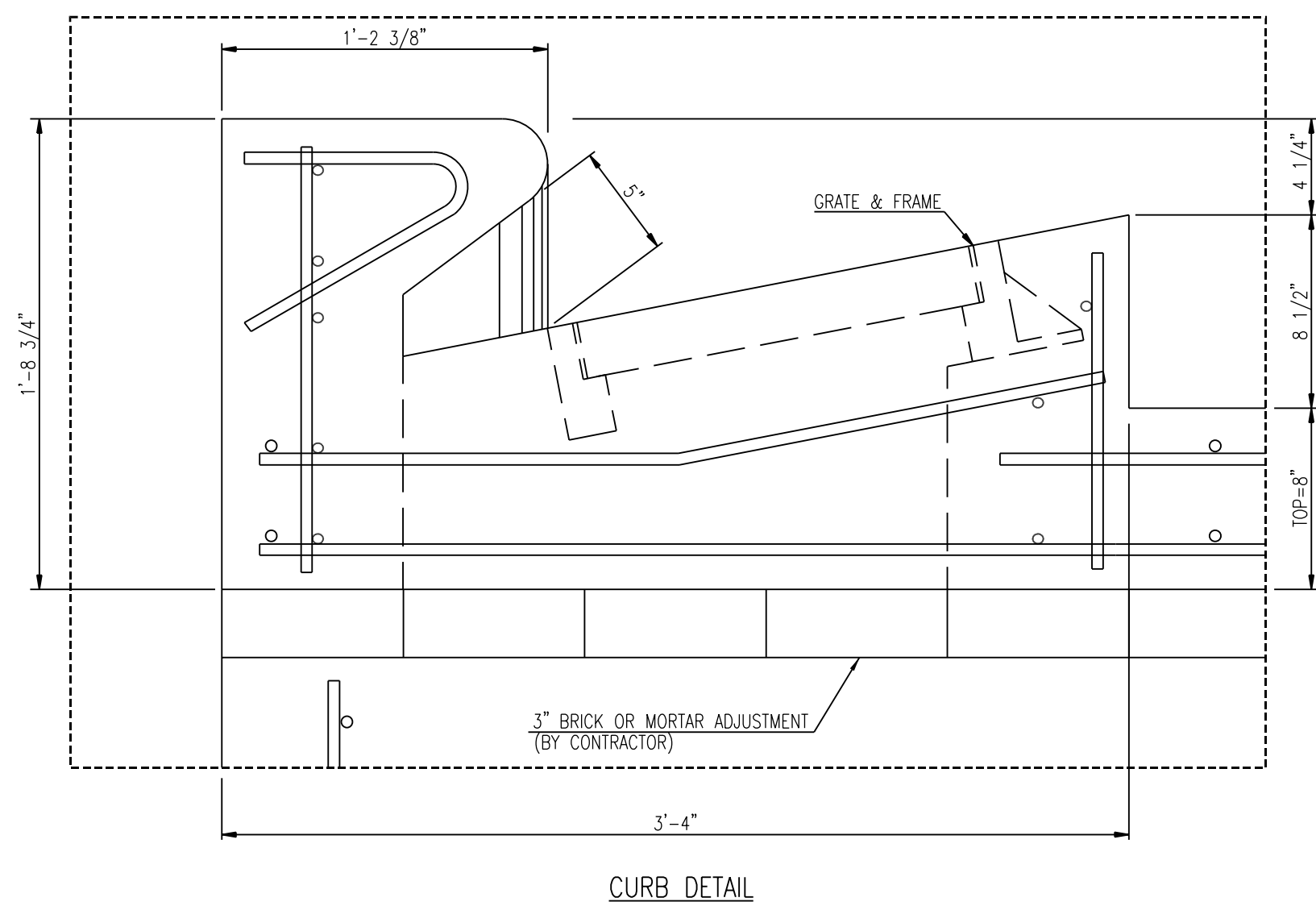
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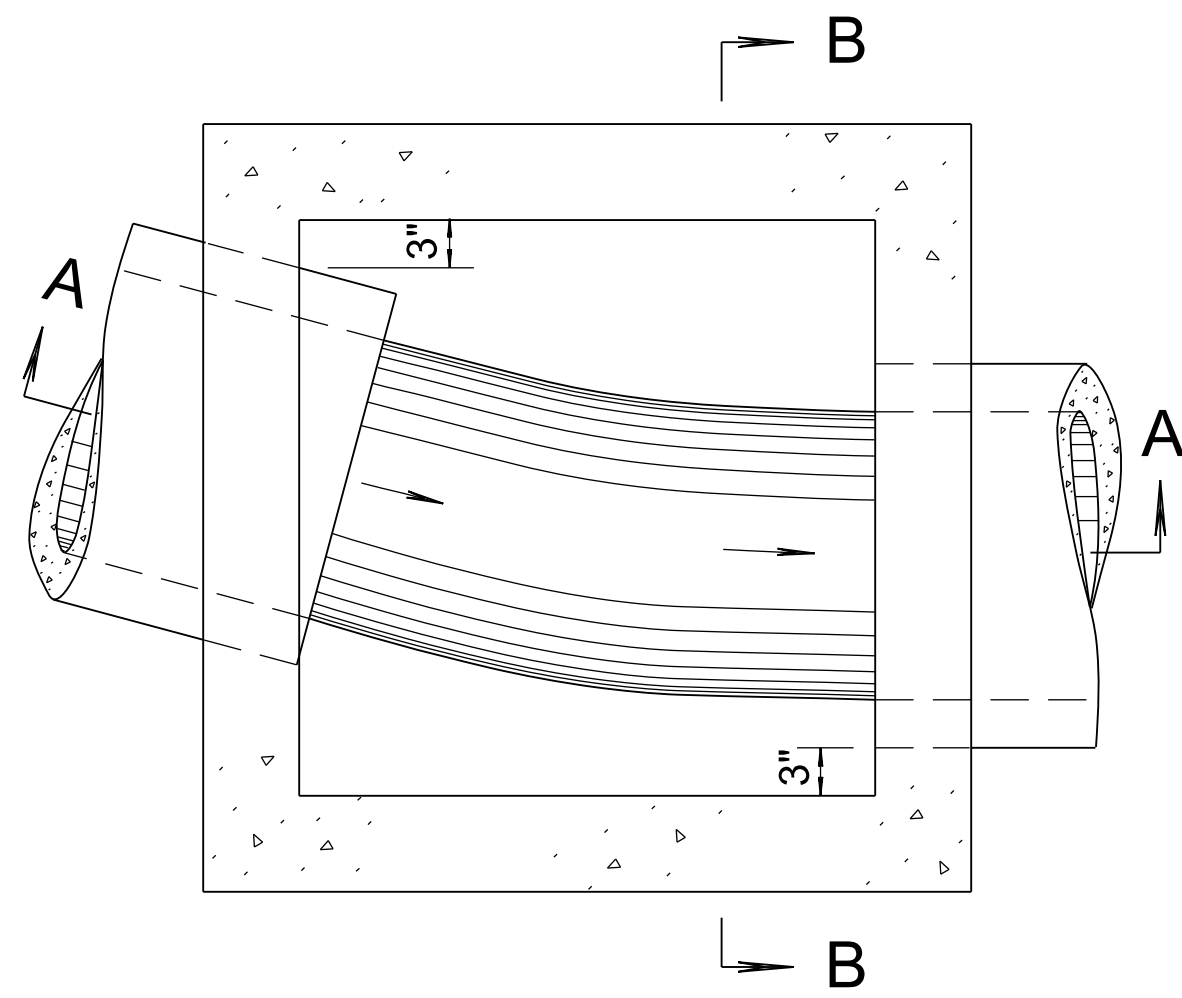
DRAWN BY: N/A

SHEET TITLE:
AUXILIARY DETAILS FOR SIDEWALK & STEPS

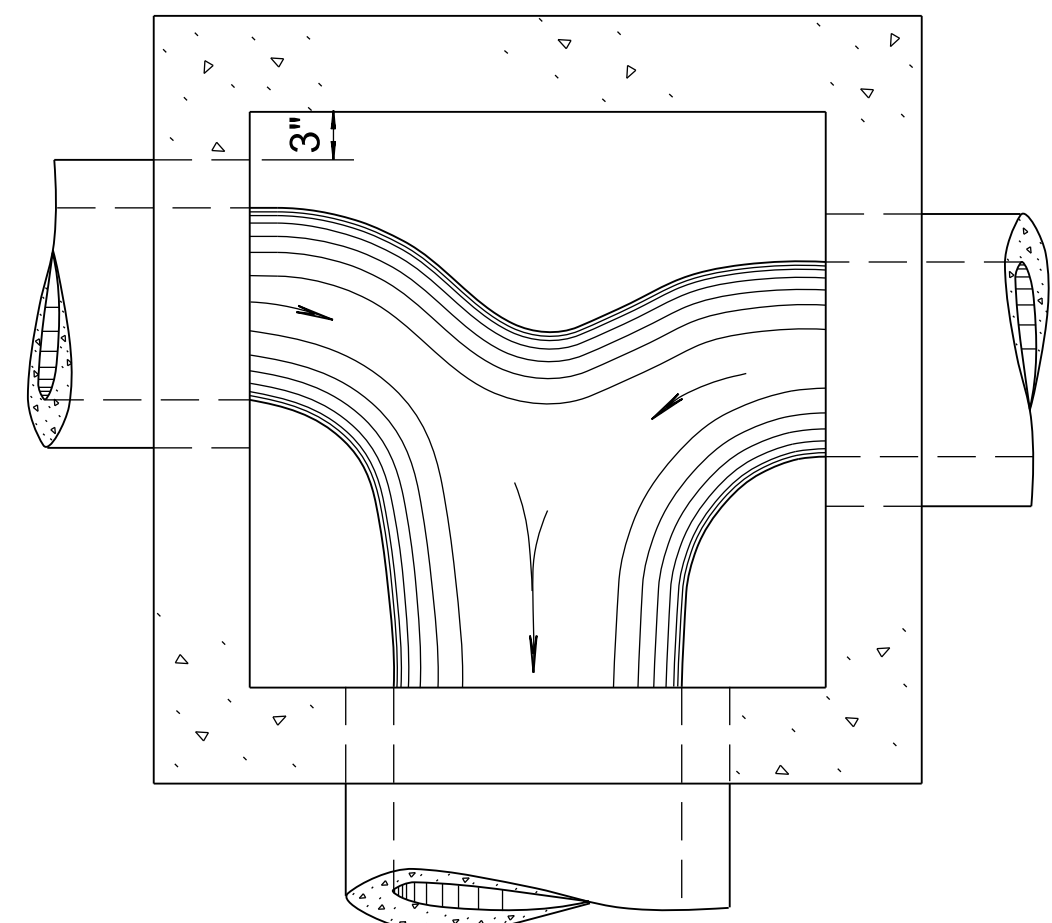
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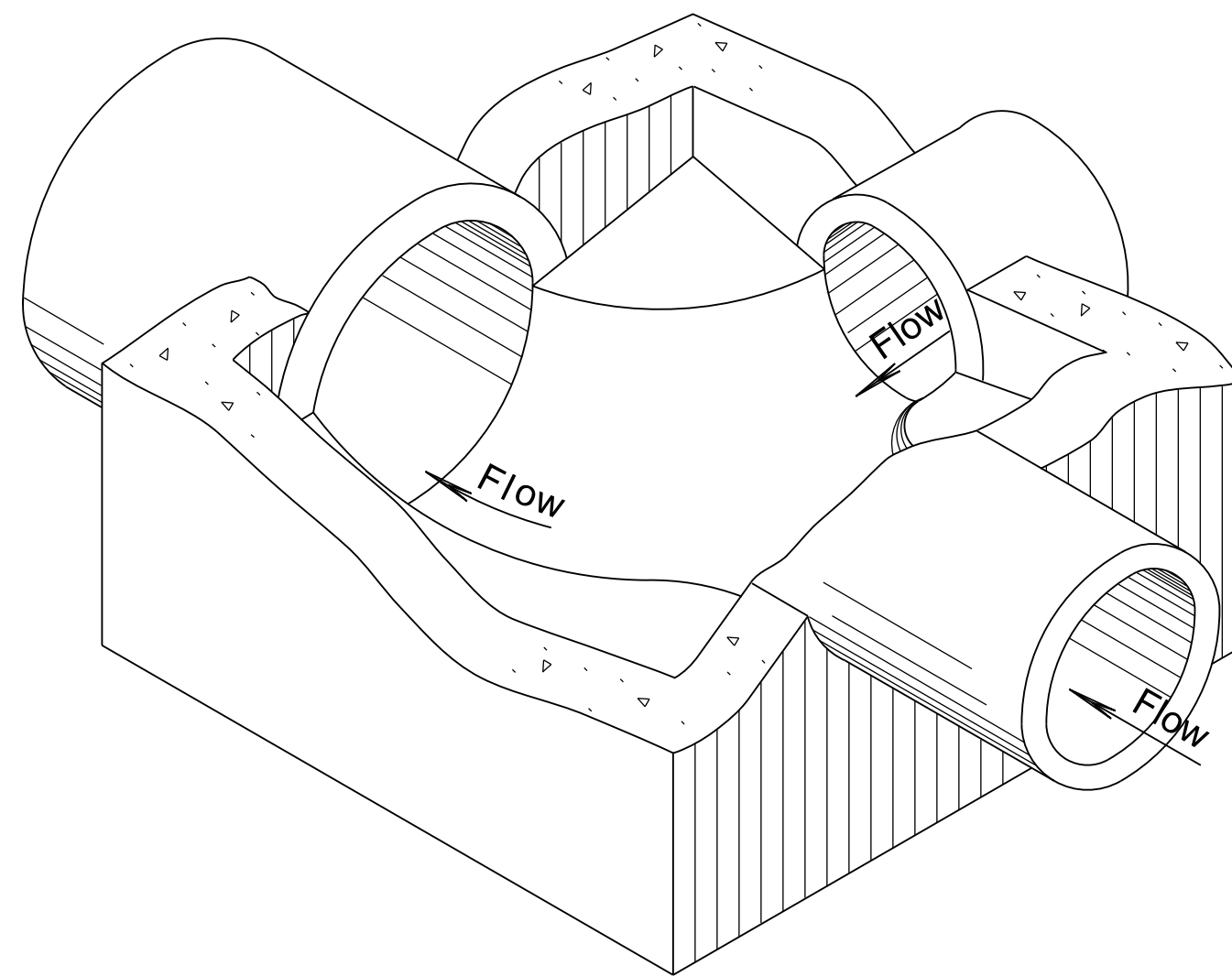




PLAN - FLOOR (Example I)



PLAN - FLOOR (Example III)



Note: Use Concrete Grade 3.0 throughout. All exposed edges shall be finished with an edging tool.

At the contractors option Concrete Grade 3.0 (AE) or mix used in concrete pavement may be used throughout.

In general, pipes will enter and leave manhole at various positions. Where possible bend bars around pipes.

Floor of manhole shall be shaped as shown in various "EXAMPLES" with unreinforced Concrete Grade 3.0.

Manhole opening and steps, where used, shall be placed to afford easy access to top of shaped invert. Top reinforcing bars shall be adjusted accordingly.

All castings shall be gray iron and shall comply with the KDOT Standard Specifications.

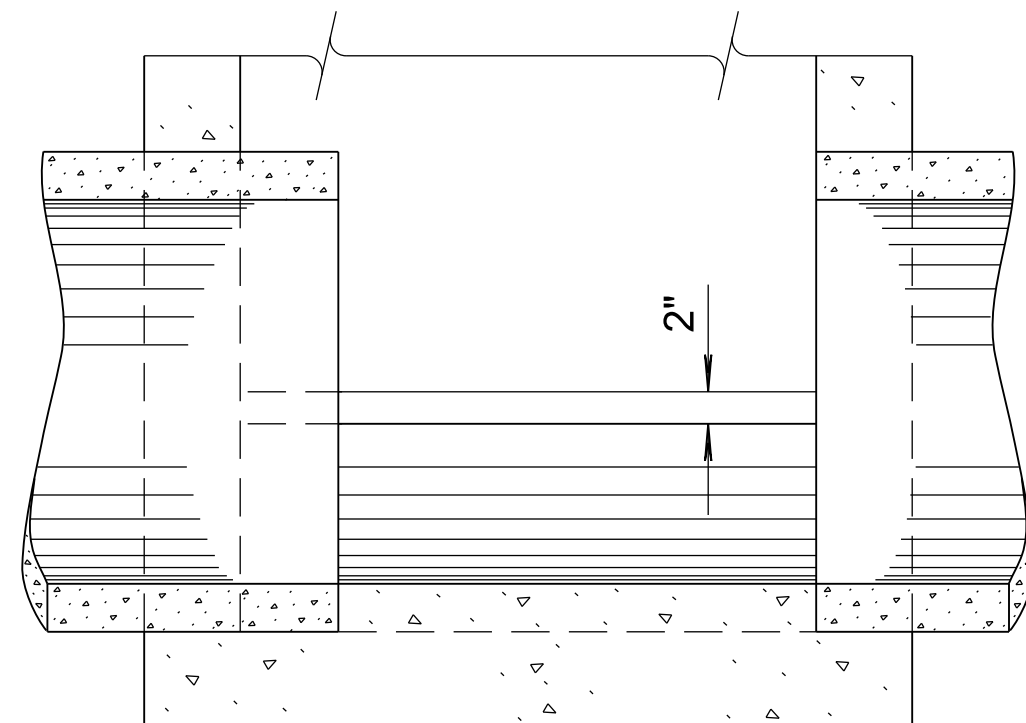
No deductions in concrete quantities shall be made for pipe openings or additions to concrete quantities shall be made for shaping floor of manholes.

The top of the manhole shall be sloped slightly to approximately fit the ground line or other condition as directed by the Engineer.

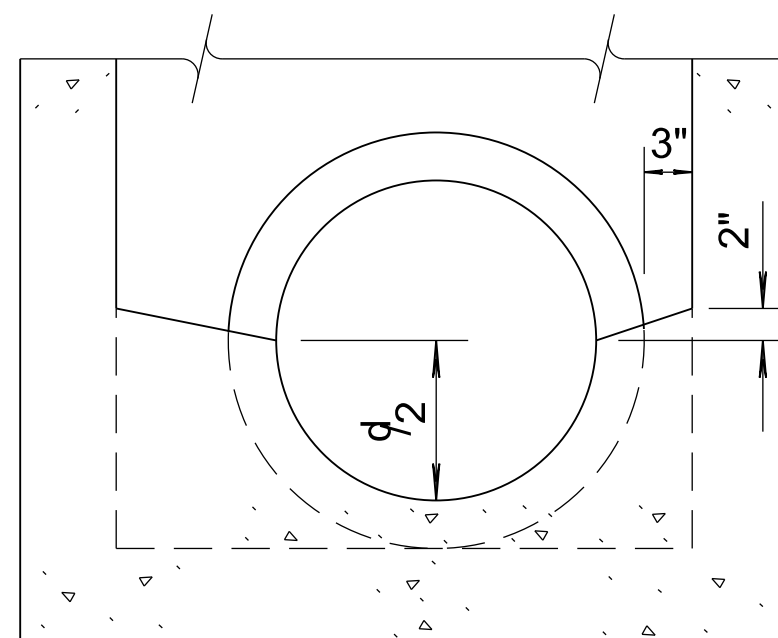
Dimensions and weights of cast iron as shown on this sheet are minimum. Larger dimensions and/or heavier weights of cast iron may be used.

The Contractor has the option of using precast manholes, as approved by the Engineer.

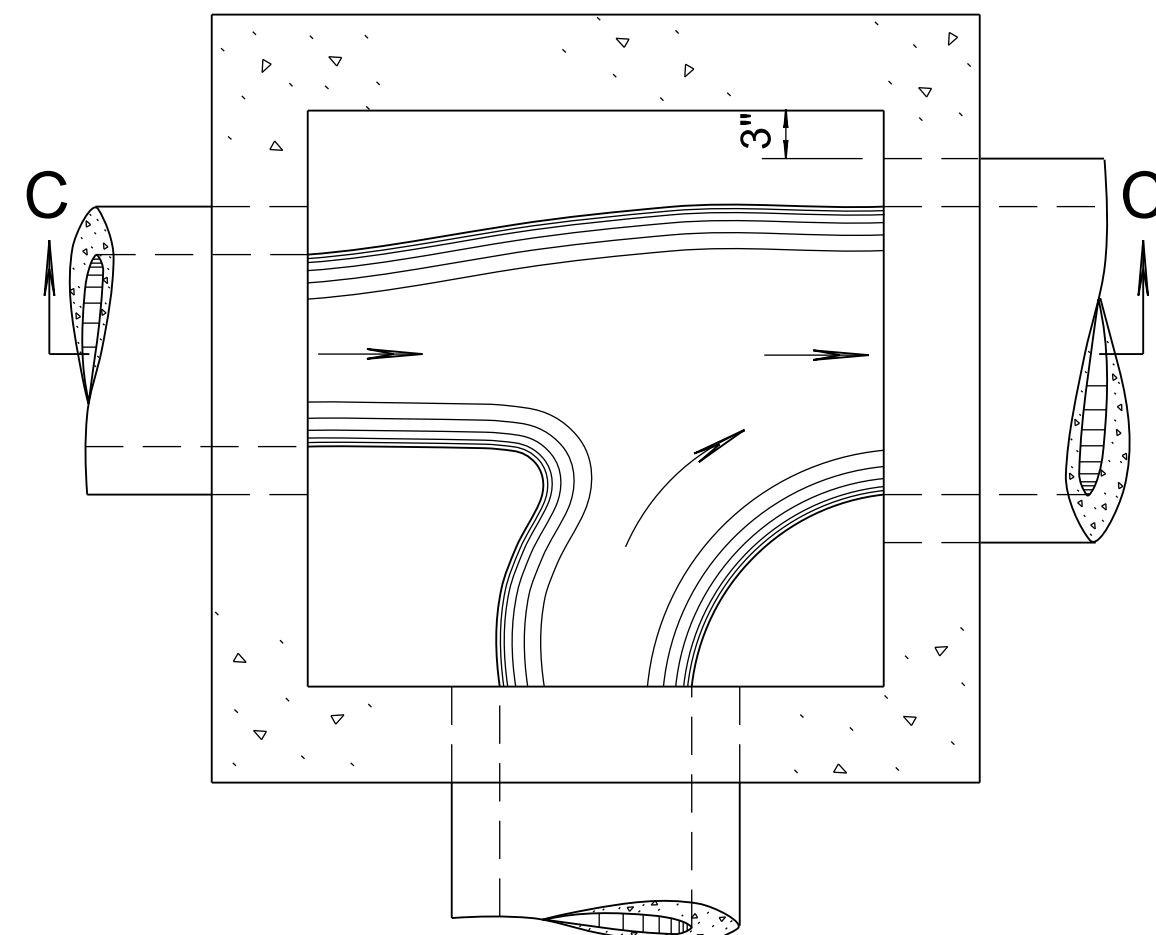
Steps shall be installed in all manholes when specified in the plans or when "H" is equal to or greater than six feet. Steps shall comply with the requirements of the KDOT Standard Specification.



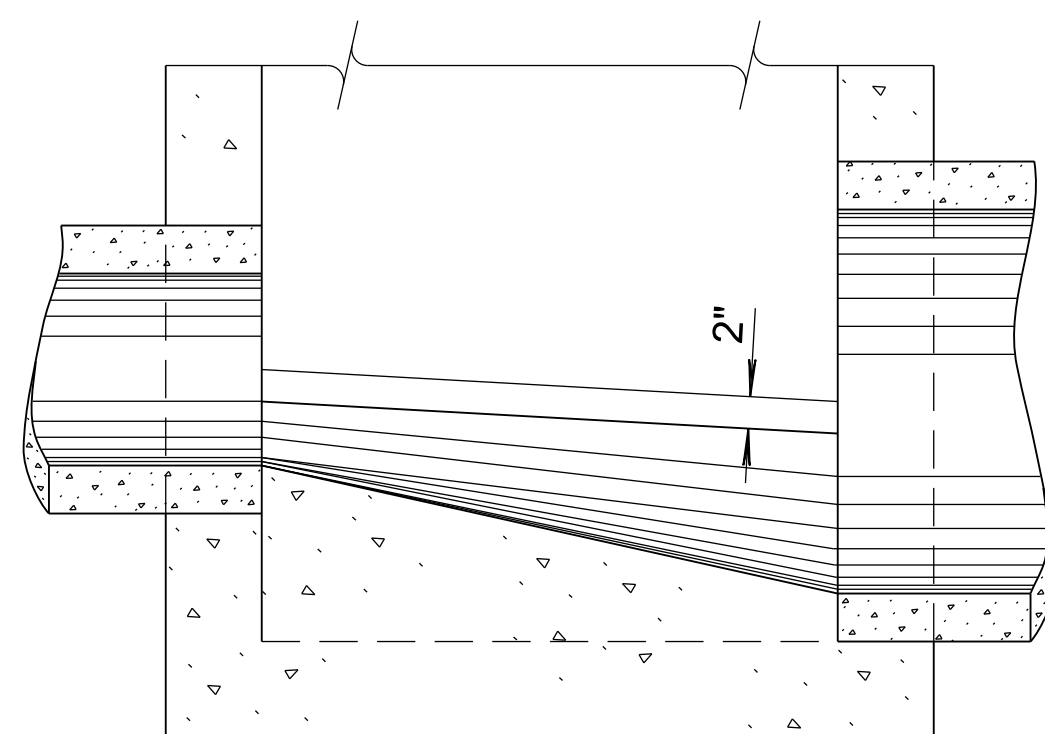
SECTION A-A (Example I)



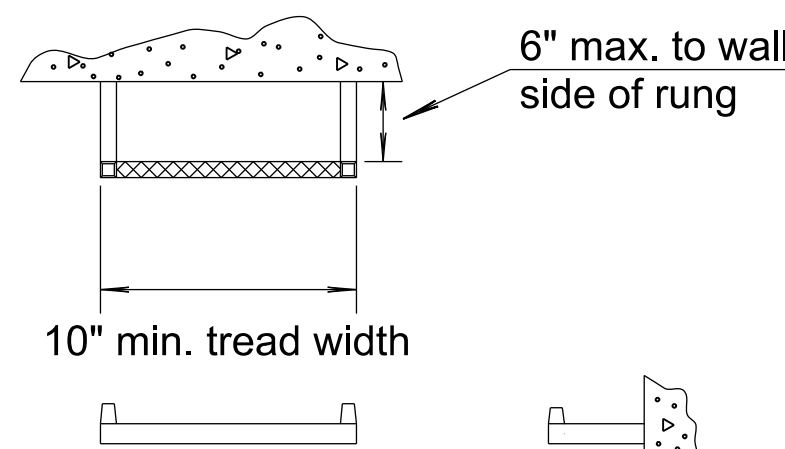
SECTION B-B (Example I)



PLAN - FLOOR (Example IV)



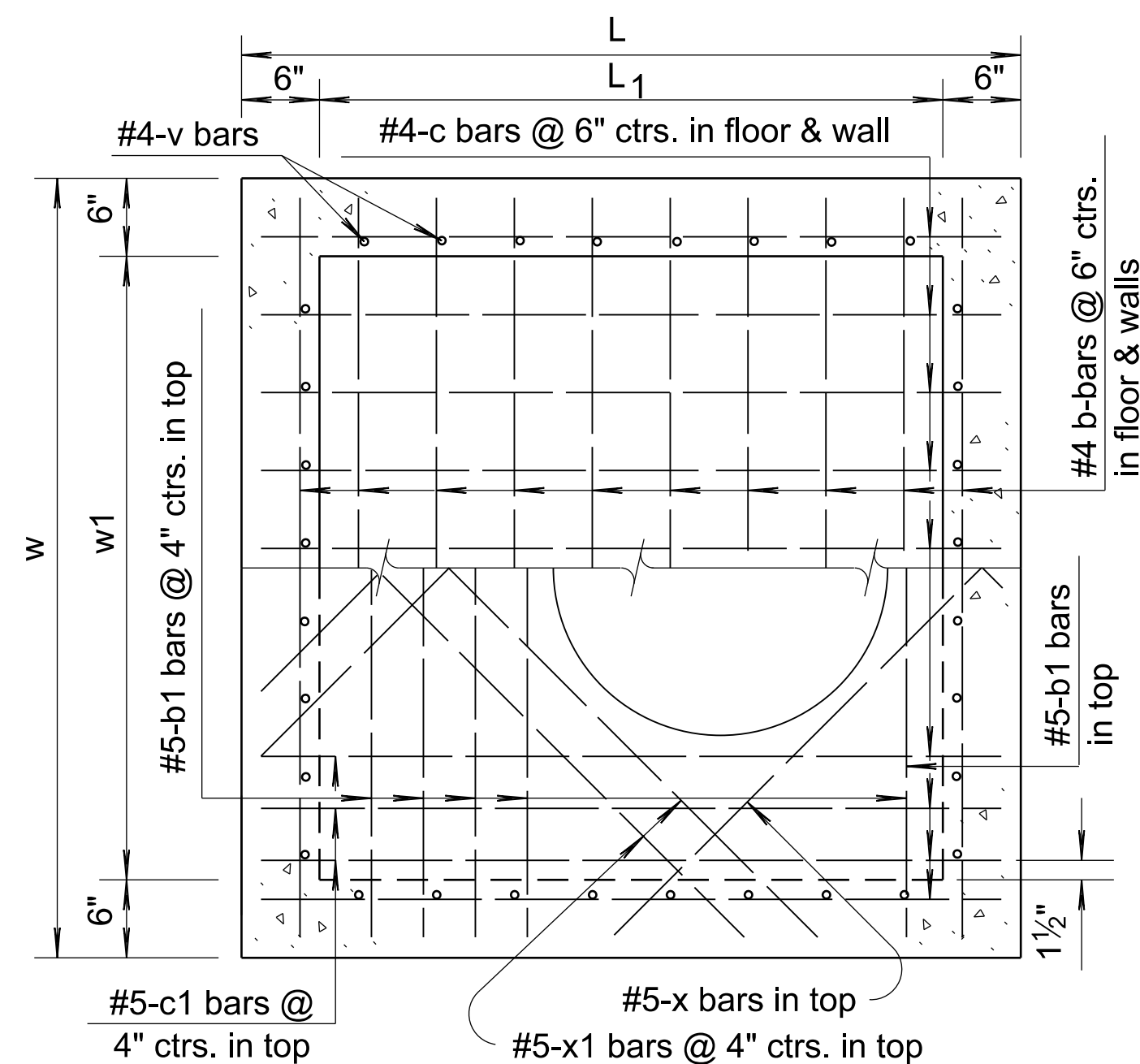
SECTION C-C (Example IV)



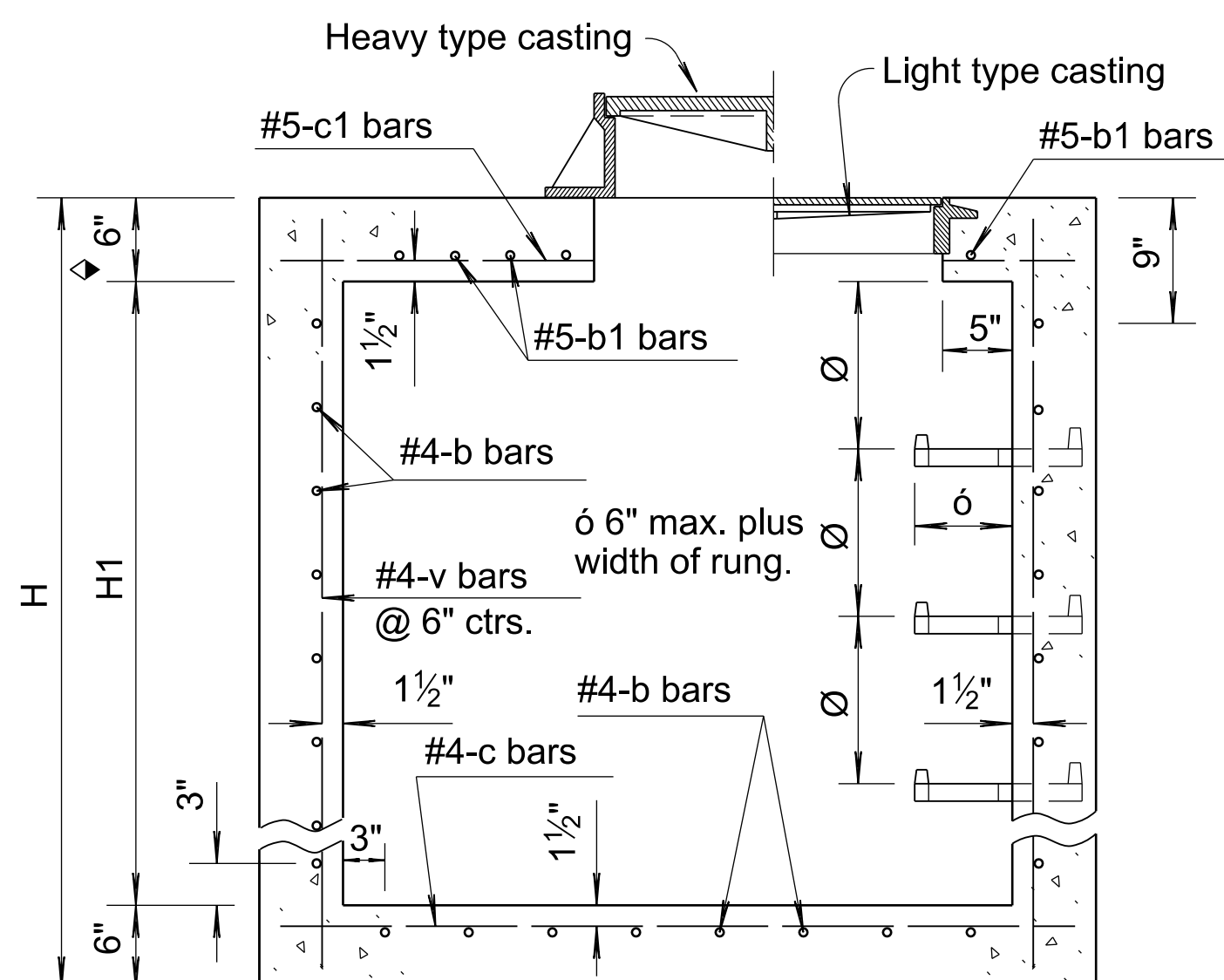
STEP DETAILS

Ø Steps shall be uniformly spaced. Spacing shall be 12" minimum and 16½" maximum.

ISOMETRIC VIEW (Example IV)

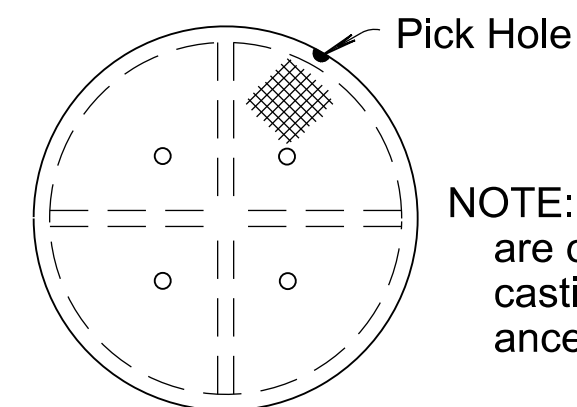
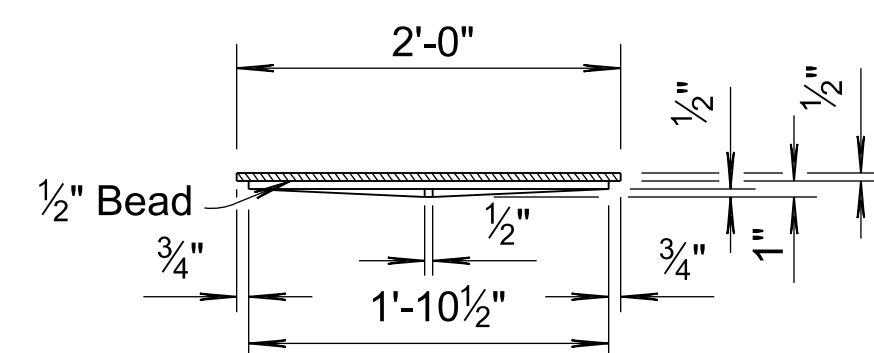
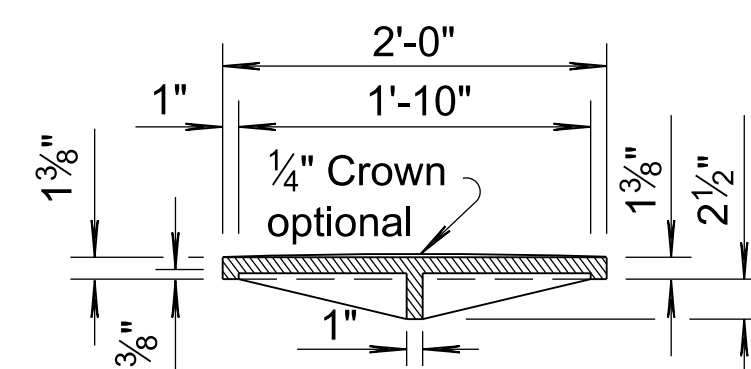


PLAN (Showing top & floor reinf.)

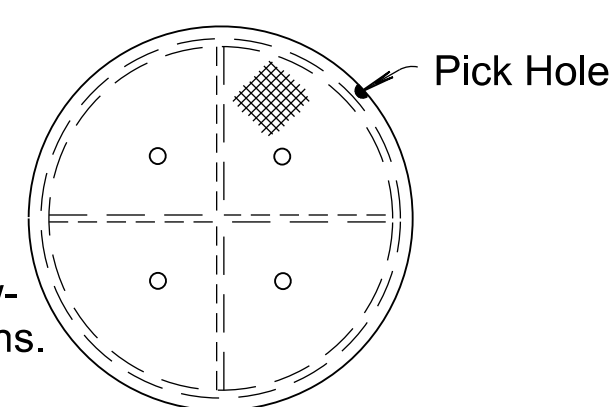


SECTION (Exclusive of floor shaping)

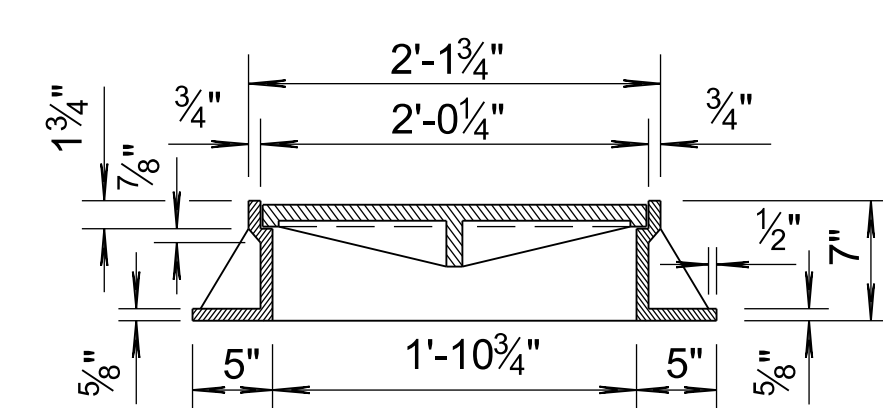
◆ Where dimension "L" or "W" is greater than 6'-0" use 8" slab thickness.



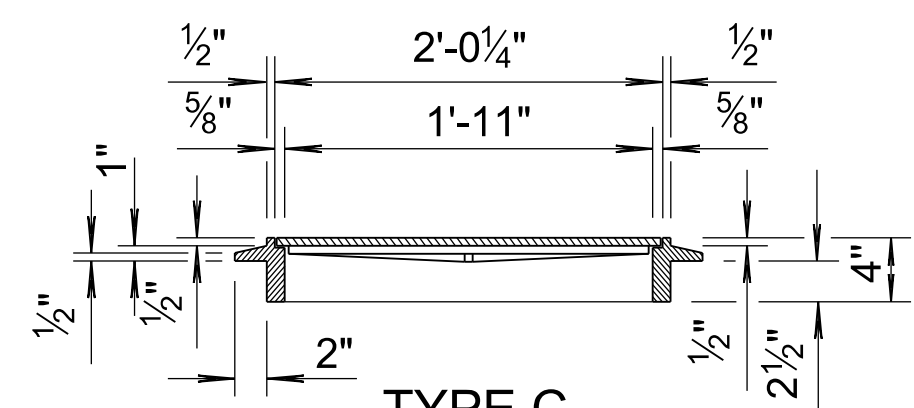
MANHOLE COVER TYPE A & B
(Weight=134 lbs.; without 1/4" Crown= 125 lbs.)



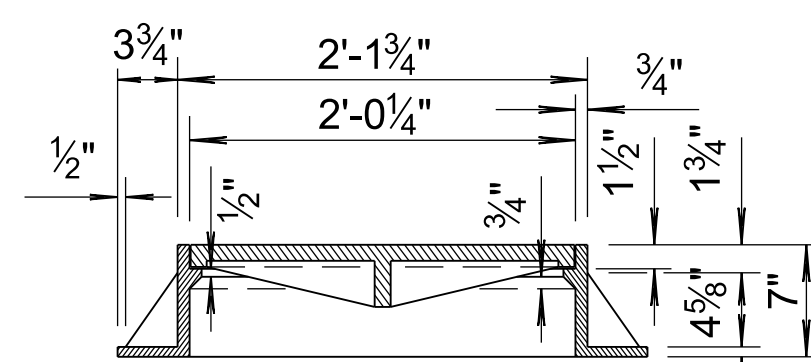
MANHOLE COVER TYPE C
(Weight= 64 lbs.)



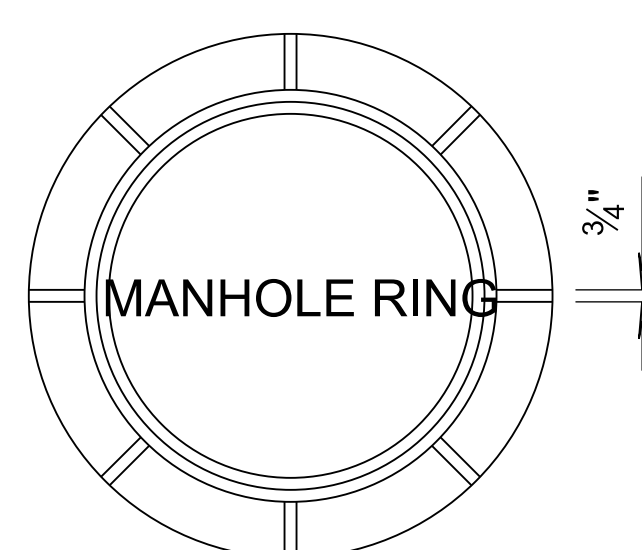
TYPE A



TYPE C



TYPE B



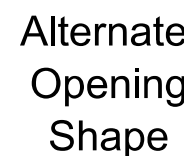
(Type A Ring= 192 lbs., Type B Ring= 198 lbs.)

HEAVY TYPE MANHOLE COVER AND RING

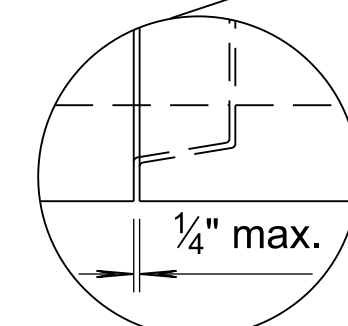
Note: Either Type A or Type B may be used.

* LIGHT TYPE
MANHOLE COVER & RING
* Rings with four equally
spaced lugs will be permitted.

[illegible]



Showing rounding of inside edge
of end section.



Note: There shall be no payment for gain in length due to joint fit tolerance.



END SECTION (TYPE J) NOMINAL DIMENSIONS								
Diam.	A	B [#]	C [#]	D	E	R	Slope	T
12"	6'-0 ⁷ / ₈ "	4'-0 ⁷ / ₈ "	2'-0"	2'-0"	4"	9	3:1	2"
15"	6'-1"	3'-10"	2'-3"	2'-6"	6"	11	3:1	2 ¹ / ₄ "
18"	6'-1"	3'-10"	2'-3"	3'-0"	9"	12	3:1	2 ¹ / ₂ "
24"	6'-1 ¹ / ₂ "	2'-6"	3'-7 ¹ / ₂ "	4'-0"	9 ¹ / ₂ "	14	3:1	3"
30"	6'-1 ³ / ₄ "	1'-7 ³ / ₄ "	4'-6"	5'-0"	1'-0"	15	3:1	3 ¹ / ₂ "
36"	8'-1 ³ / ₄ "	2'-10 ³ / ₄ "	5'-3"	6'-0"	1'-3"	20	3:1	4"
42"	8'-2"	2'-11"	5'-3"	6'-6"	1'-9"	22	3:1	4 ¹ / ₂ "
48"	8'-2"	2'-2"	6'-0"	7'-0"	2'-0"	22	3:1	5"
54"	8'-2 ¹ / ₄ "	2'-9 ¹ / ₄ "	5'-5"	7'-6"	2'-3"	24	2.4:1	5 ¹ / ₂ "
60"	8'-3"	3'-3"	5'-0"	8'-0"	2'-11"	24	21	6"
72"	8'-3"	1'-9"	6'-6"	9'-0"	3'-0"	24	1.86:1	7"
84"	9'-3 ¹ / ₂ "	1'-9"	7'-6 ¹ / ₂ "	10'-0"	3'-0"	24	1.6:1	8"

SIDE TAPERED INLET SECTION (TYPE III)-NOMINAL DIMENSIONS									
Diam.	Min. W.W.✕ Area Sq. Ft.	F	G	H	I	J	K	R	T
24"	4.5	4'-3"	2'-3"	1'-5 1/8"	2'-8"	1 1/2"	8"	1'-0"	3"
30"	7.0	4'-9 1/2"	2'-9 1/2"	1'-9 1/2"	3'-4"	2"	10"	1'-3"	3 1/2"
36"	10.1	5'-4"	3'-4"	2'-1 1/2"	4'-0"	2"	1'-0"	1'-6"	4"
42"	13.7	5'-10 1/2"	3'-10 1/2"	2'-5 7/8"	4'-8"	2 1/2"	1'-2"	1'-9"	4 1/2"
48"	17.9	6'-5"	4'-5"	2'-10 1/8"	5'-4"	3"	1'-4"	2'-0"	5"
54"	22.7	6'-11 1/2"	4'-11 1/2"	3'-2 1/2"	6'-0"	3 1/2"	1'-6"	2'-3"	5 1/2"
60"	28.0	7'-6"	5'-6"	3'-6 7/8"	6'-8"	4"	1'-8"	2'-6"	6"
72"	40.3	8'-7"	6'-7"	4'-3 3/8"	8'-0"	5"	2'-0"	3'-0"	7"
84"	54.8	9'-8"	7'-8"	5'-0 3/8"	9'-4"	6"	2'-4"	3'-6"	8"

Dimensions for alternate shapes shall be equal to or greater than those shown in the table, unless otherwise shown.

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS[illegible]

PROJ NO: P101230076

SCALE: N/A

DATE: 10/9/2023

DESIGNED BY: N/A

DRAWN BY: N/A

SHEET TITLE:

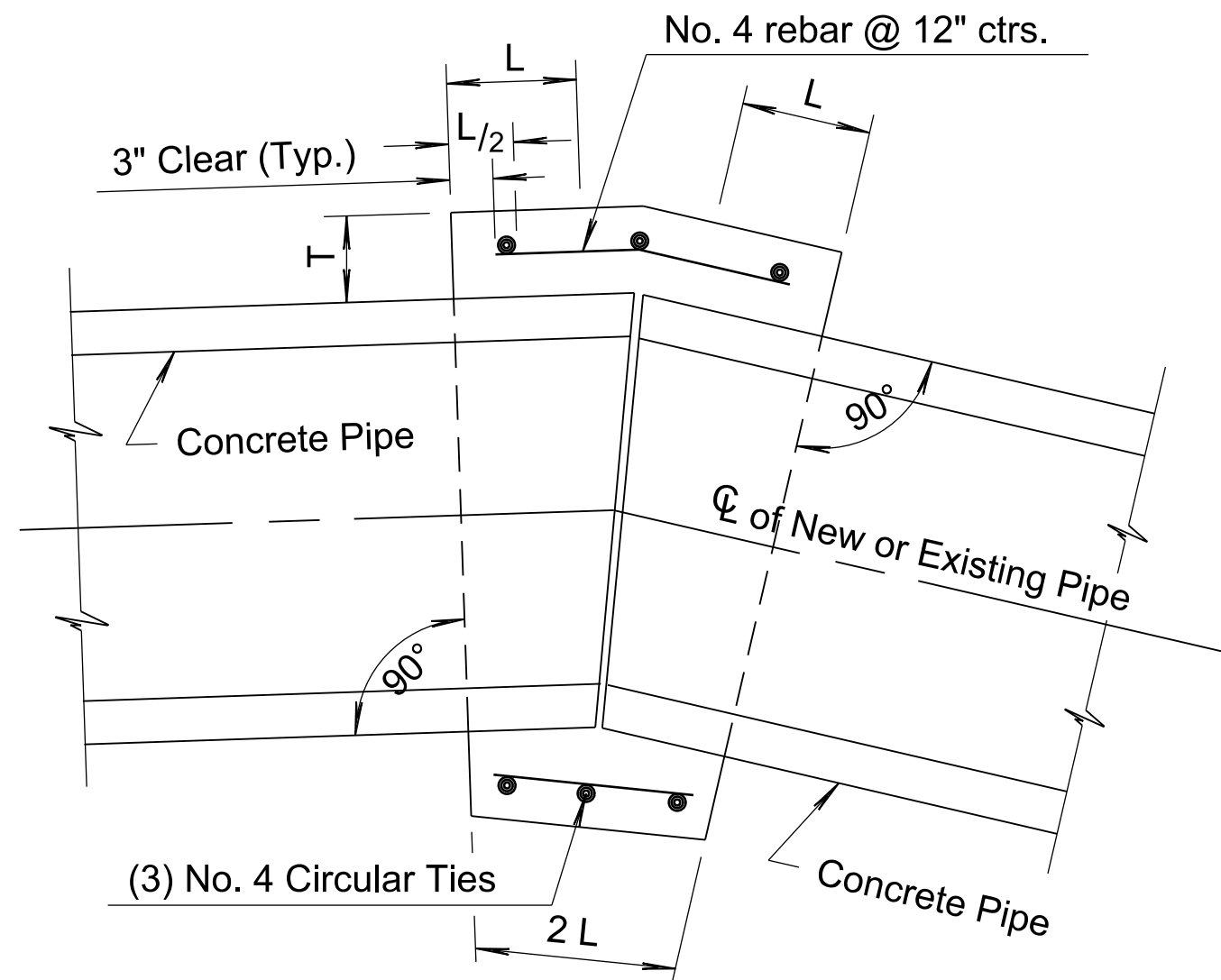
CONCRETE END SECTIONS FOR CONCRETE PIPES

SHEET NO.

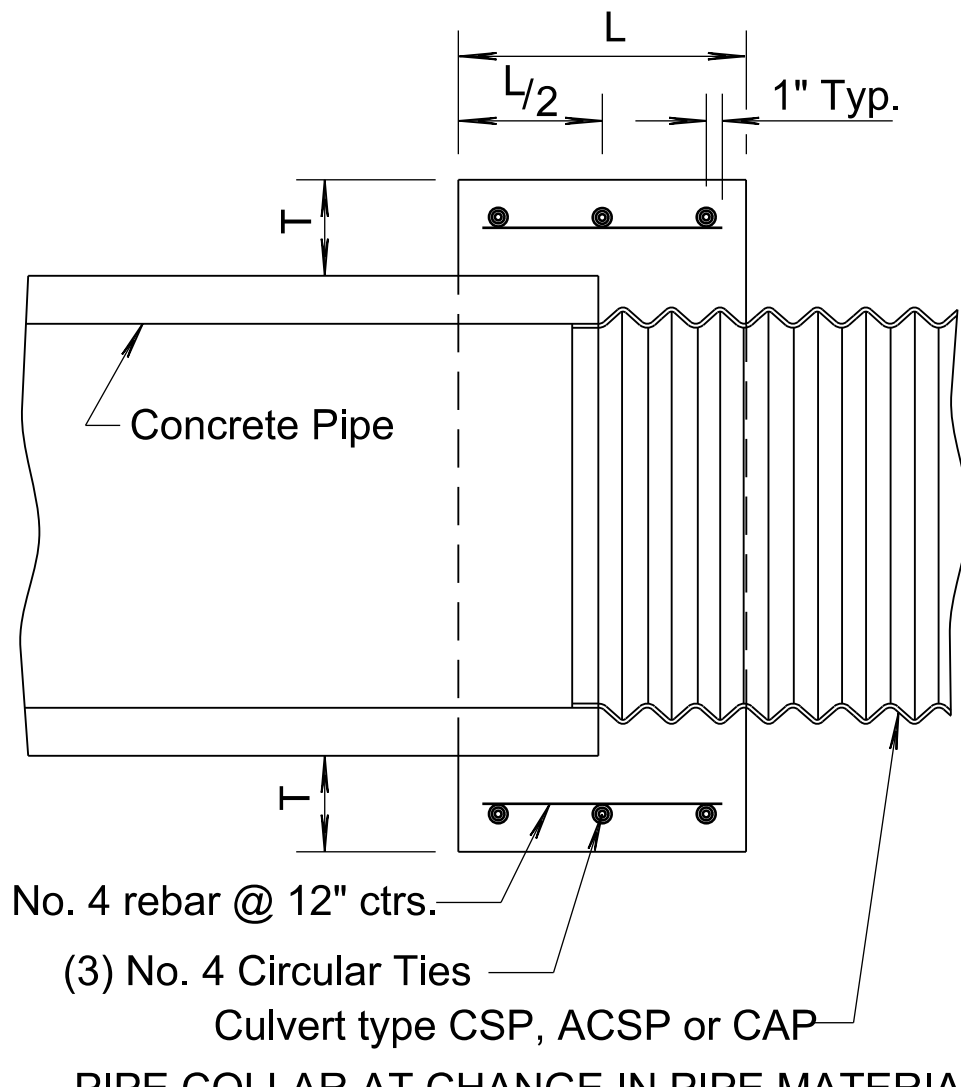
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SHEET 14 OF 59

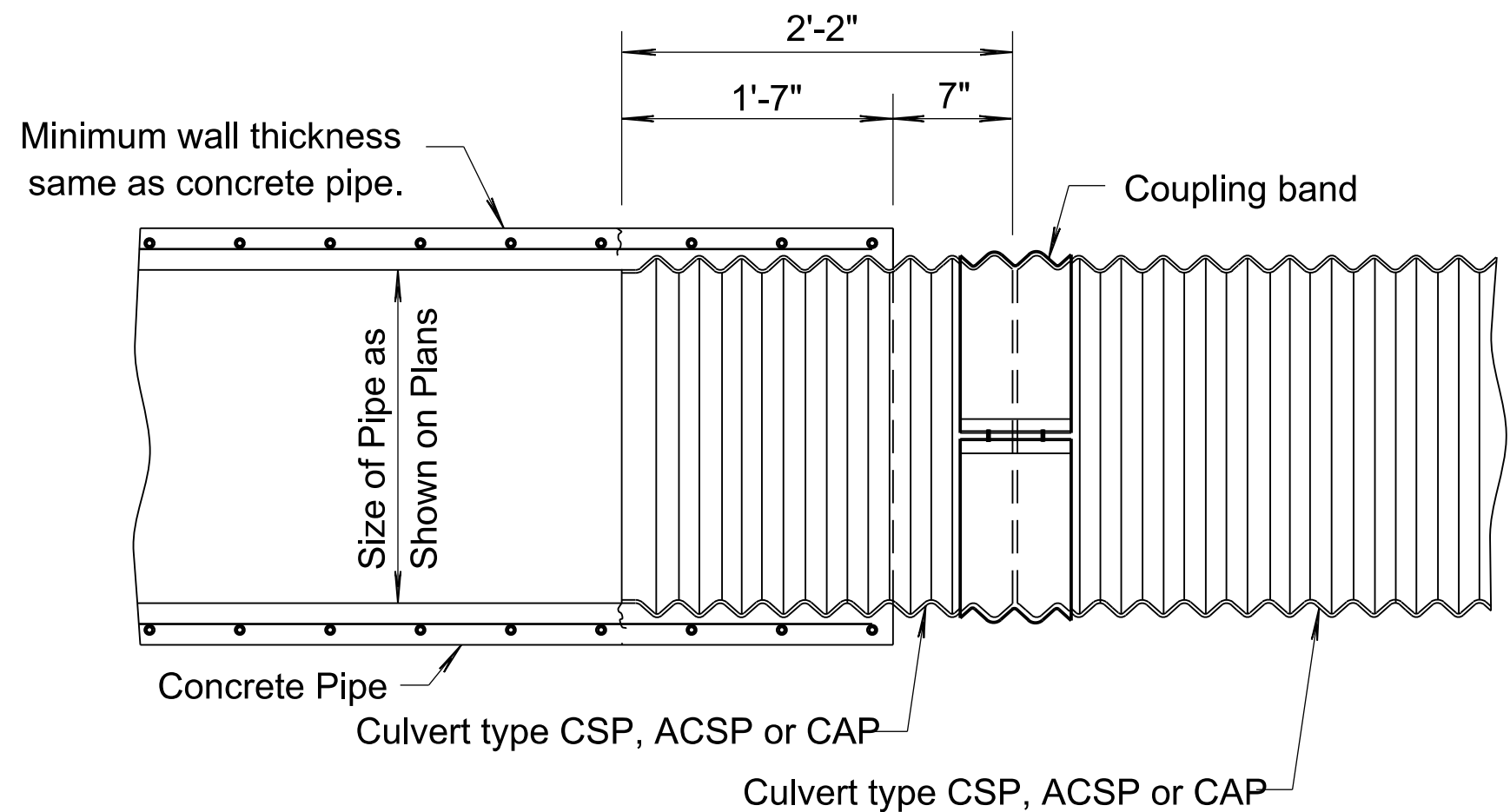
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PIPE COLLAR AT CHANGE IN ALIGNMENT
TYPE A COLLAR



PIPE COLLAR AT CHANGE IN PIPE MATERIAL
TYPE B COLLAR



(CONCRETE PIPE CONNECTED TO CORRUGATED METAL PIPE)
TYPE C COLLAR

A section of concrete pipe (6'-0" min.) is cast 1'-7" short with the re-steel protruding. Tack weld the re-steel to the 2'-2" section of CMP and finish casting the remaining 1'-7" of RCP around the CMP. This is an approved connection provided it is fabricated as an integral part of a section of concrete pipe.

General Notes:

Pipe collar shall be used to join pipes of different diameters or materials or where change in alignment or grade exceeds that allowed for ordinary joints.

All concrete shall be Concrete Grade 3.0. All reinforcing steel shall be Grade 60 and shall have a minimum of 2" of cover.

The diameter of the circular ties shall be the outside diameter of the larger pipe plus "T".

The maximum allowable distance between the ends of the pipes at any point is 2".

All labor, materials and incidentals required to construct the pipe collar Type A, B or C shall not be paid for directly but shall be subsidiary to the individual pipe bid items.

Aluminum or aluminized pipes or end sections shall be coated with an asphaltic paint when in contact with fresh concrete in accordance with the Standard Specifications.

Pipe ends shall be trimmed such that the maximum distance between pipes at any point is 2".

PIPE COLLARS

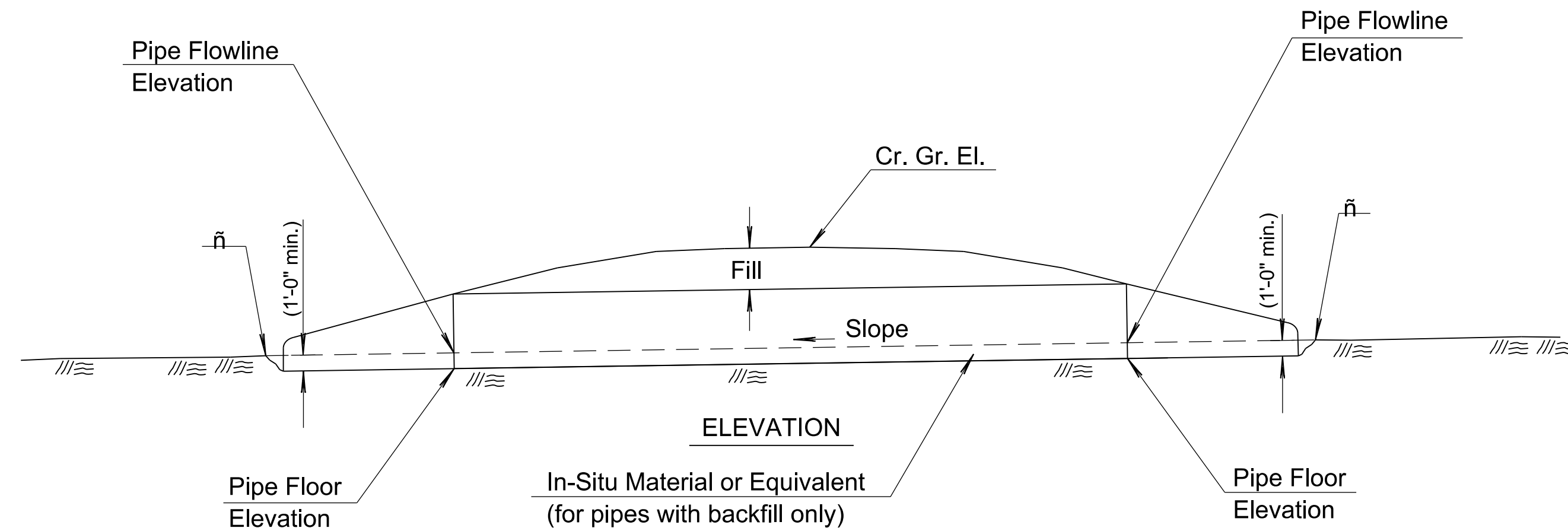
CONCRETE PIPE COLLAR		
Pipe Dia.	L	T
18"	1'-0"	6"
24"	1'-0"	6"
36"	1'-6"	8"
48"	1'-6"	10"
60"	1'-9"	11"

GENERAL NOTE

For pipes where the height or rise is greater than 4'-0" place uncompacted backfill through the pipe, including the end sections, 1'-0" (Min.). Backfill material will be reasonably free of organic material. In-situ material may be used for backfill as approved by the Engineer.

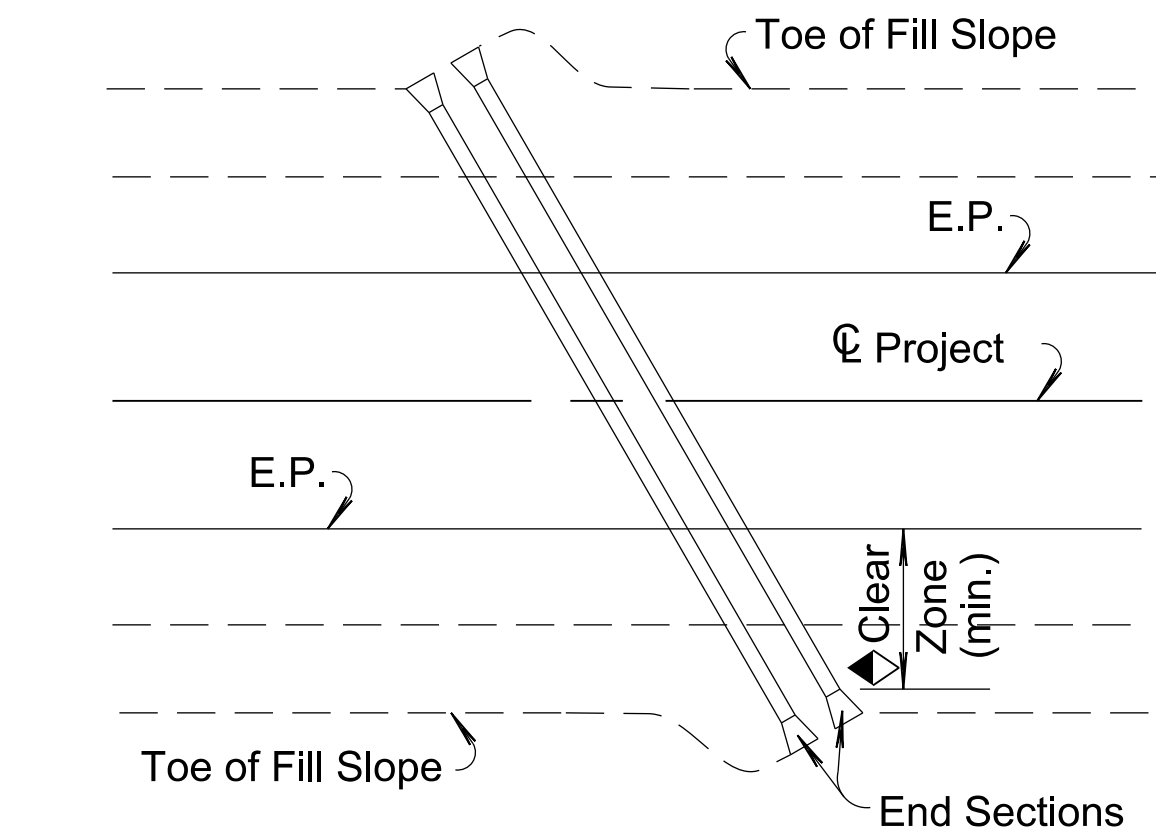
For pipes where the height or rise is less than or equal to 4'-0" install the pipe such that embedment will occur through natural sedimentation. See Pipe Embedment detail shown on this sheet.

Work and material for embedding pipes will not be paid for directly, but will be subsidiary to the other pipe bid items in the contract.



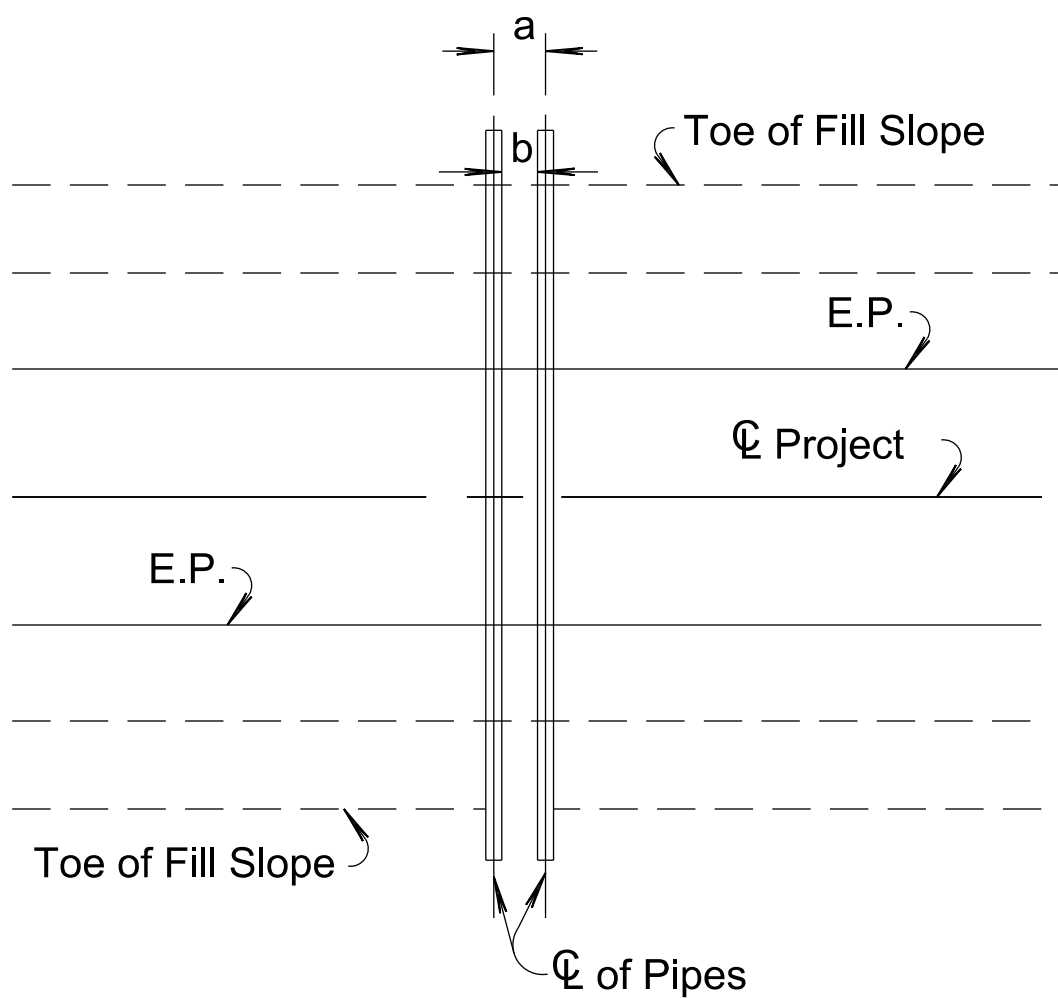
PIPE EMBEDMENT

n Natural channel or ditch flowline elevation. See profile sheets and cross sections for details.



Pipe culverts 2'-0" or less in height may terminate within the clear zone with Type I or Type III End Section. Any size pipe may terminate within the clear zone with a Type IV End Section.

PLACEMENT OF ROTATED PIPES
RELATIVE TO FILL SLOPE
AND CLEAR ZONE



a = Face width of end section + 1'.
Face width is equal to the following dimension shown on the end section std. drawing.
Type I Concrete = D
Type III Concrete = I
Type I CM = W+ 2A
Type III CM = G
Type IV = W+ 2A
b = Pipe diameter or span (3' min.)
Spacing shall be equal to the larger of dimensions a or b.
Spacing for three or more pipes shall be determined using a similar method.

MULTIPLE PIPE SPACING

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INDEPENDENCE, KS 67301
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FAX: 620-446-9048

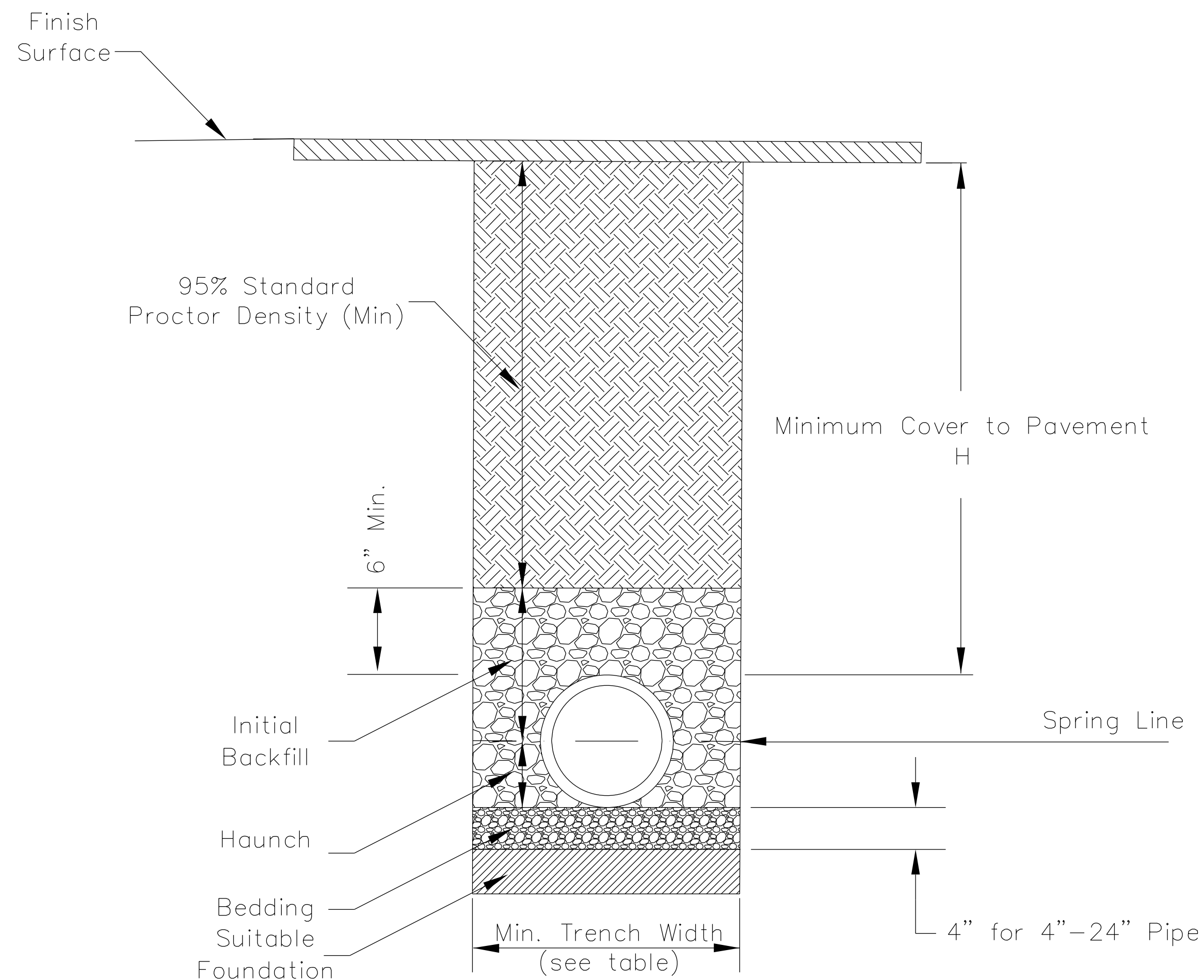
REVISIONS:

NO.	DESCRIPTION	DATE	MARK

PROJ NO: P101230076
SCALE: N/A
DATE: 10/9/2023
DESIGNED BY: N/A
DRAWN BY: N/A
CHECKED BY: N/A

SHEET TITLE:
MISCELLANEOUS
PIPE
CULVERT
DETAILS

SHEET NO.
15
SHEET 15 OF 59



Trench Installation
HDPE INSTALLATION DETAIL

PIPE DIAMETER	MIN. TRENCH WIDTH *
4"	21"
6"	23"
8"	26"
10"	28"
12"	30"
15"	34"
18"	39"
24"	48"
30"	56"
36"	64"
42"	72"
48"	80"
54"	88"
60"	96"

*Trench centered on pipe

NOTES:

1. All pipe systems shall be installed in accordance with ASTM D2321, "Standard practice for underground installation of thermoplastic pipe for sewers and other gravity flow applications", latest edition

2. Measures should be taken to prevent migration of native fines into backfill material when required.

3. FOUNDATION: Where the trench bottom is unstable, the contractor shall excavate to a depth required by the engineer and replace with suitable material as specified by the engineer. As an alternative and at the discretion of the design engineer, the trench bottom may be stabilized using Geotextile material.

4. **BEDDING:** Suitable material shall be ASTM Class 1A or ASTM Class 1B, KDOT PB-2 or KDOT PB-3 or similar crushed aggregate product as approved. The contractor shall provide documentation for material specification to engineer, unless otherwise noted by the engineer. Minimum bedding thickness shall be 4" for 4"-24" diameter pipe; 6" for 30"-60" diameter pipe.

5. INITIAL BACKFILL: Suitable material shall be ASTM Class 1A or ASTM Class 1B, KDOT PB-2 or KDOT PB-3 or similar crushed aggregate product as approved in the pipe zone extending not less than 6" above crown of pipe. The contractor shall provide documentation for material specification to engineer. Material shall be installed in accordance with ASTM D2321, latest edition. Install and compact in 6" maximum lifts.

6. MINIMUM COVER: Minimum cover, H, in non-traffic applications (grass or landscape areas) is 18" from top of pipe to ground surface. Additional cover may be required to prevent flotation. For traffic applications, minimum cover, H, is 18" up to 24" diameter pipe and 24" of cover for up to 60" diameter pipe, measured from top of pipe to bottom of flexible pavement or to top of rigid pavement.

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PROJ NO: P101230076

SCALE: N/A

DATE: 10/9/2023

DESIGNED BY: N/A

DRAWN BY: N/

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SHEET TITLE:

HD

INSTALLATION

INSTALL

DET

SHEET NO.

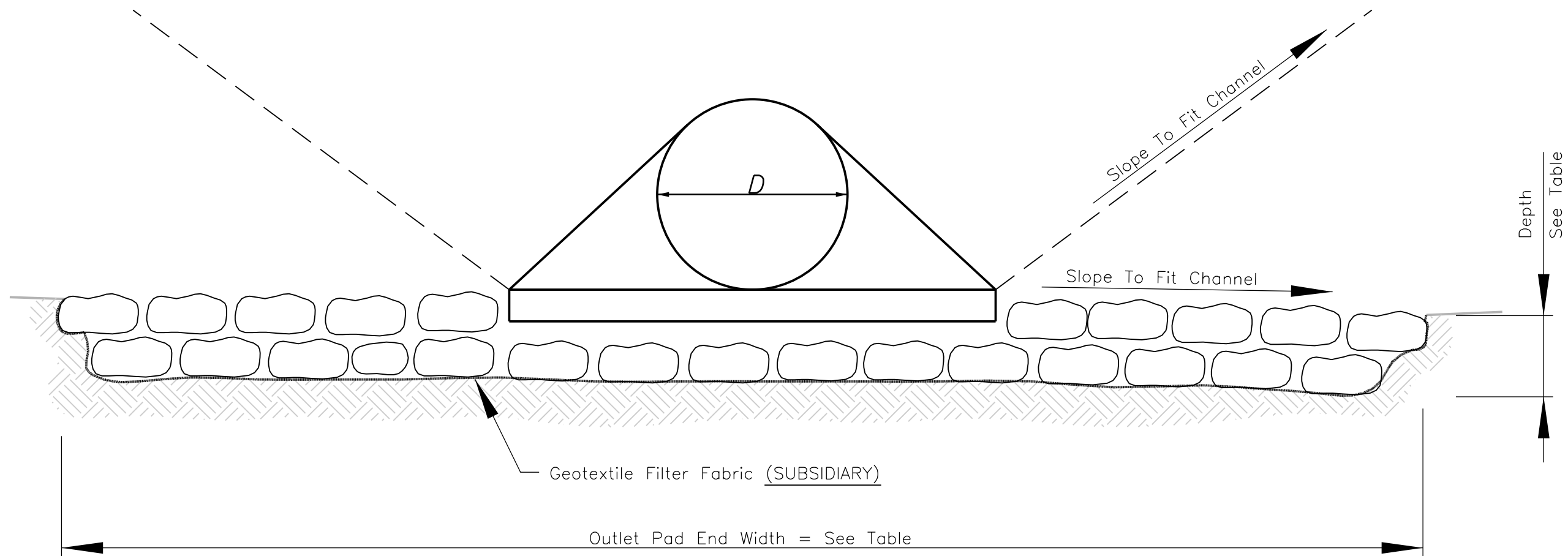
SHEET NO.

10

SHEET 16 OF 16

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SLOPE PROTECTION FOR
CULVERT OUTLET - END VIEW

**RIP RAP STONE DEPTH FOR CULVERTS	
Class	Depth
Light Stone	12"

** For Information Only

SLOPE PROTECTION FOR CULVERT OUTLETS						
Station	Location	Class	Outlet Pad End Width (ft)	Outlet Pad Length* (ft)	Outlet Pad Area (S.Y.)	Total Slope Protection (C.Y.)
1000+14.12	DRAINAGE DITCH	Light Stone	7.0	25.0	20.7	6.9
1006+10.36	DRAINAGE DITCH	Light Stone	6.0	12.9	8.6	2.9
					Total	9.8

* Plan Lengths may be Different where Linings are Placed on Backslopes

Note:
All Work Required For Installation of Slope Protection for Culvert Outlets Will Be Considered SUBSIDIARY To The Bid Item "Slope Protection (Riprap Stone)".
For Final Quantities See Sh. 35

Slope Protection (Riprap Stone) shall be underlain with geotextile fabric that meets the KDOT Standard Specification. All work and materials for the geotextile fabric shall be subsidiary to the Slope Protection (Riprap Stone).

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REVISIONS:

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DATE: 10/9/2023

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CHECKED BY: N/A

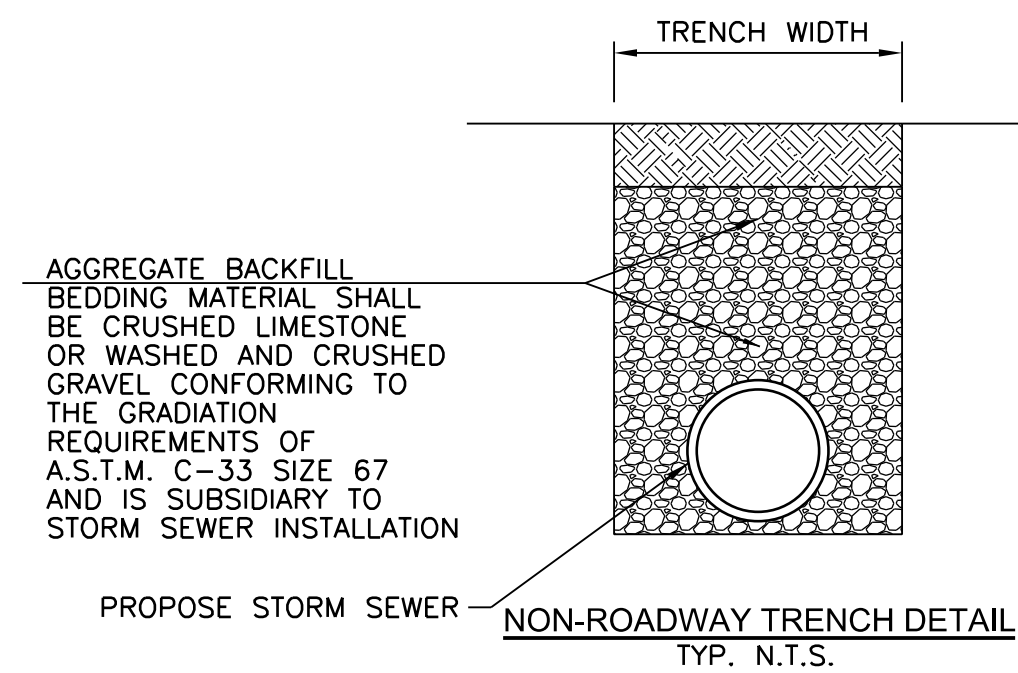
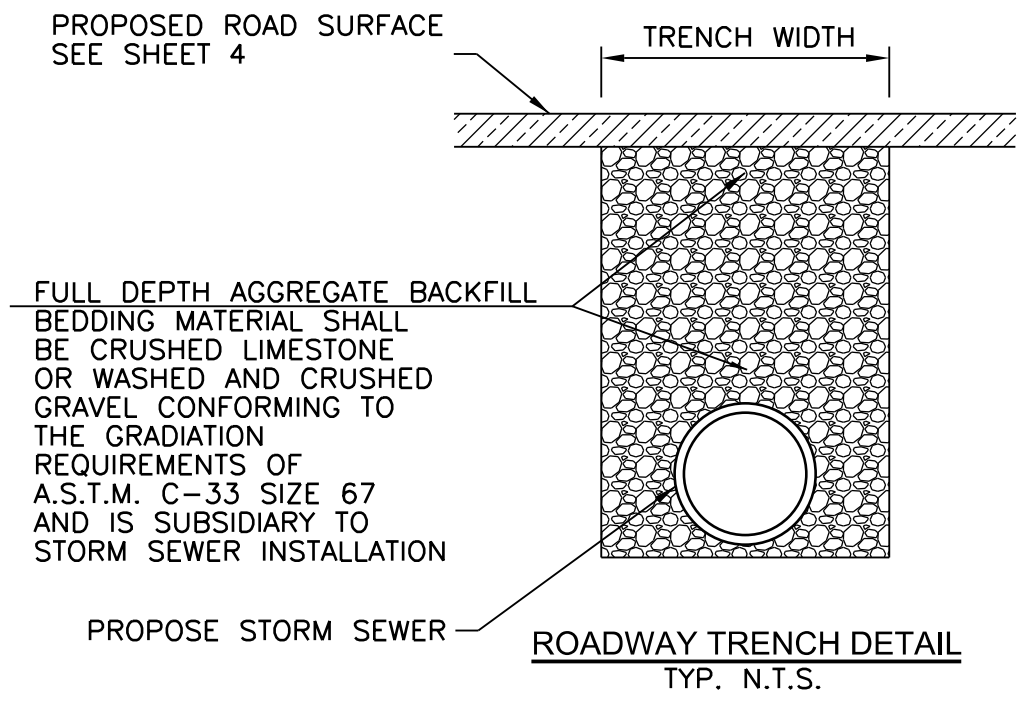
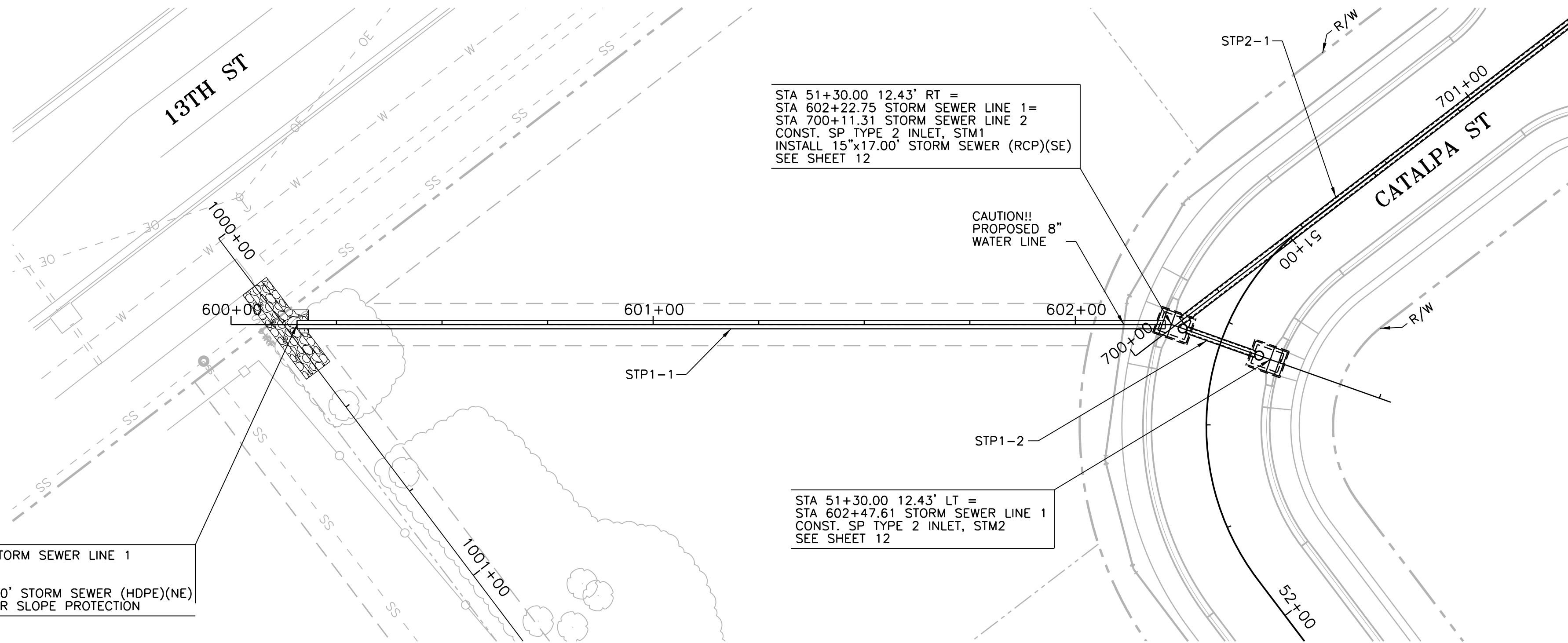
SHEET TITLE:

SLOPE
PROTECTION

SHEET NO.

17

SHEET 17 OF 59



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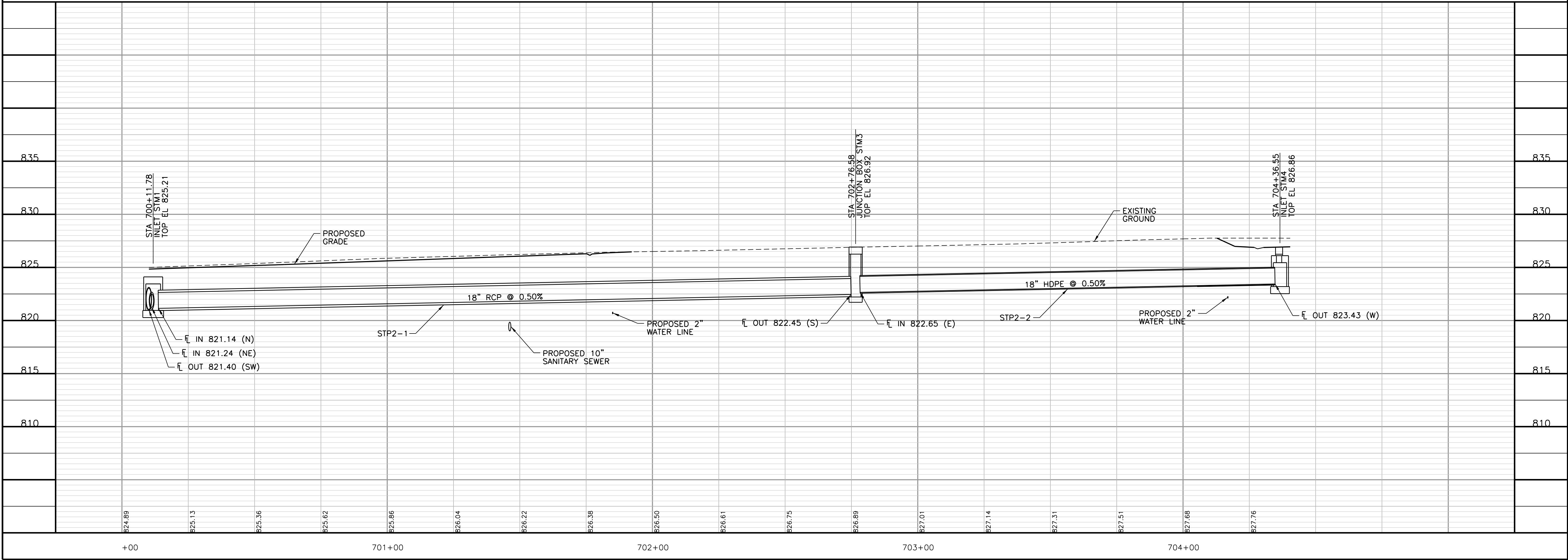
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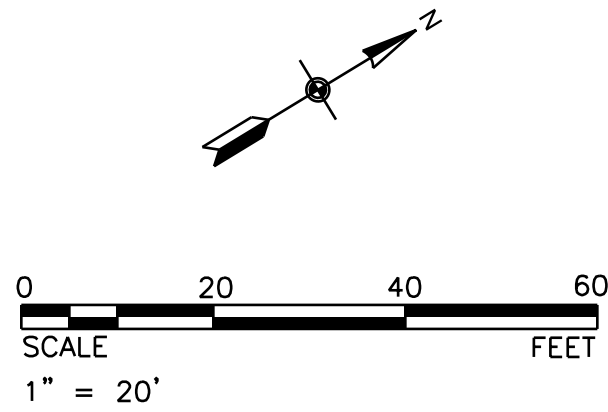
SHEET TITLE:
PLAN & PROFILE STORM SEWER LINE 1

SHEET NO.
18
SHEET 18 OF 59

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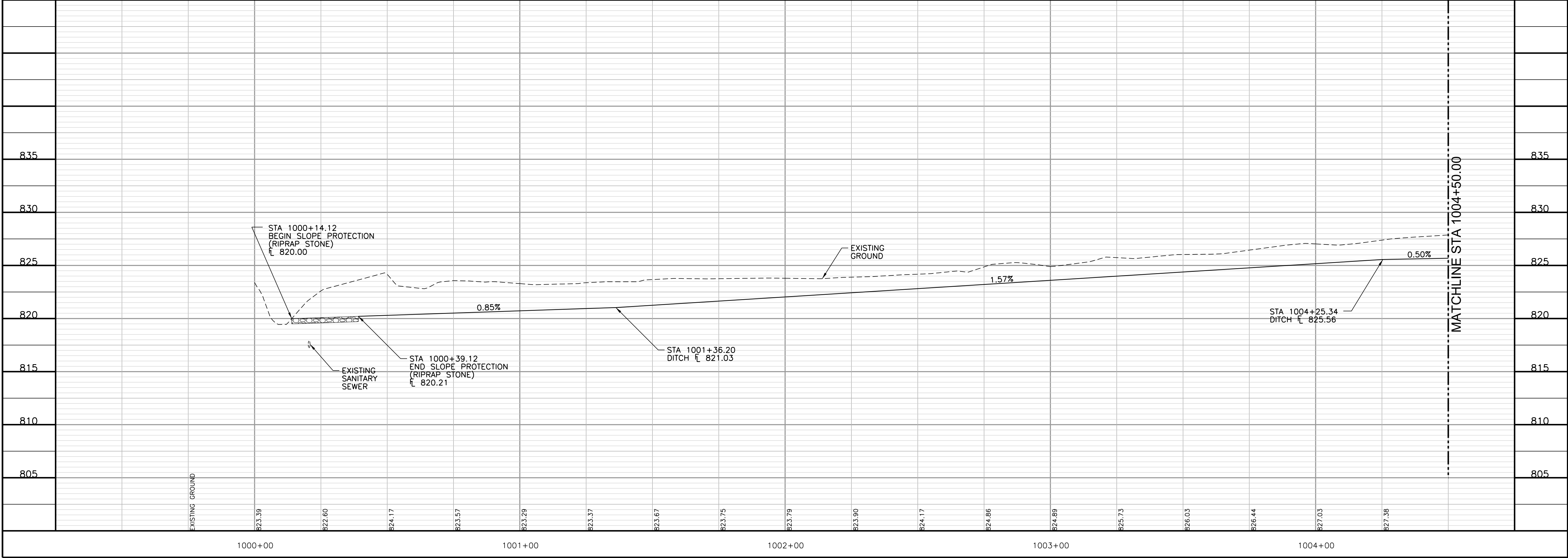
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SCALE: 1" = 20'
DATE: 10/9/2023
DESIGNED BY: SDT
DRAWN BY: CLH
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SHEET TITLE:
**PLAN & PROFILE
STORM
SEWER
LINE 2**

SHEET NO.
19
SHEET 19 OF 59

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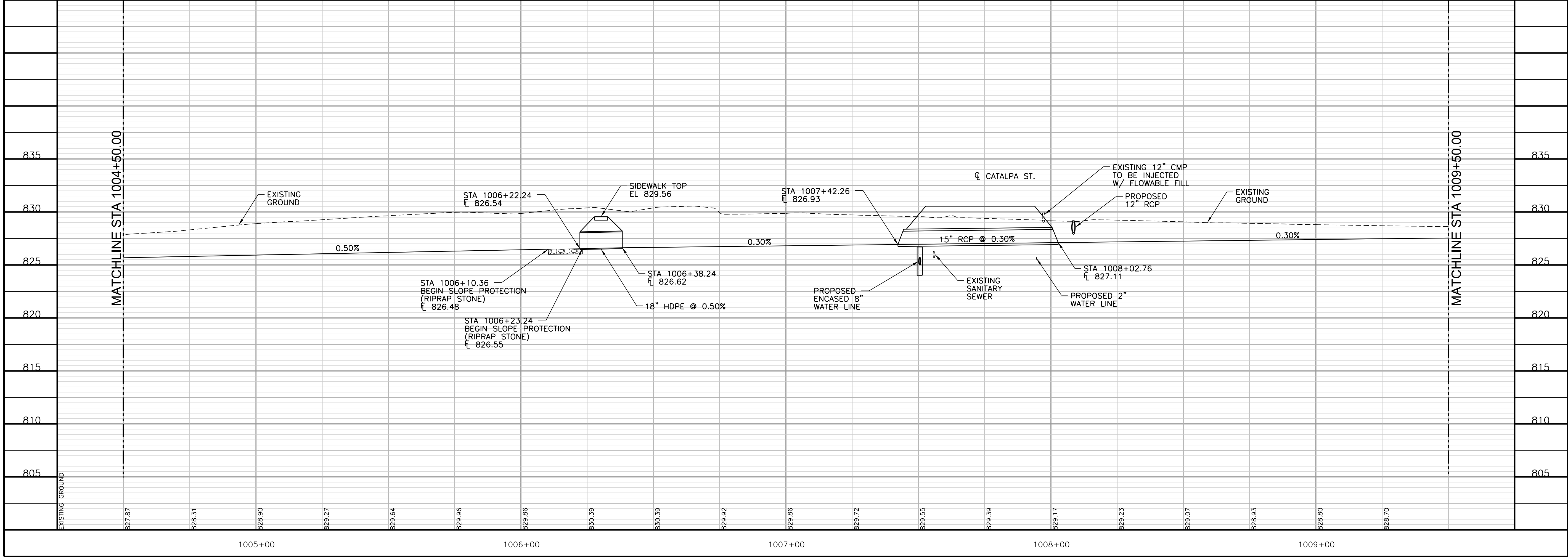
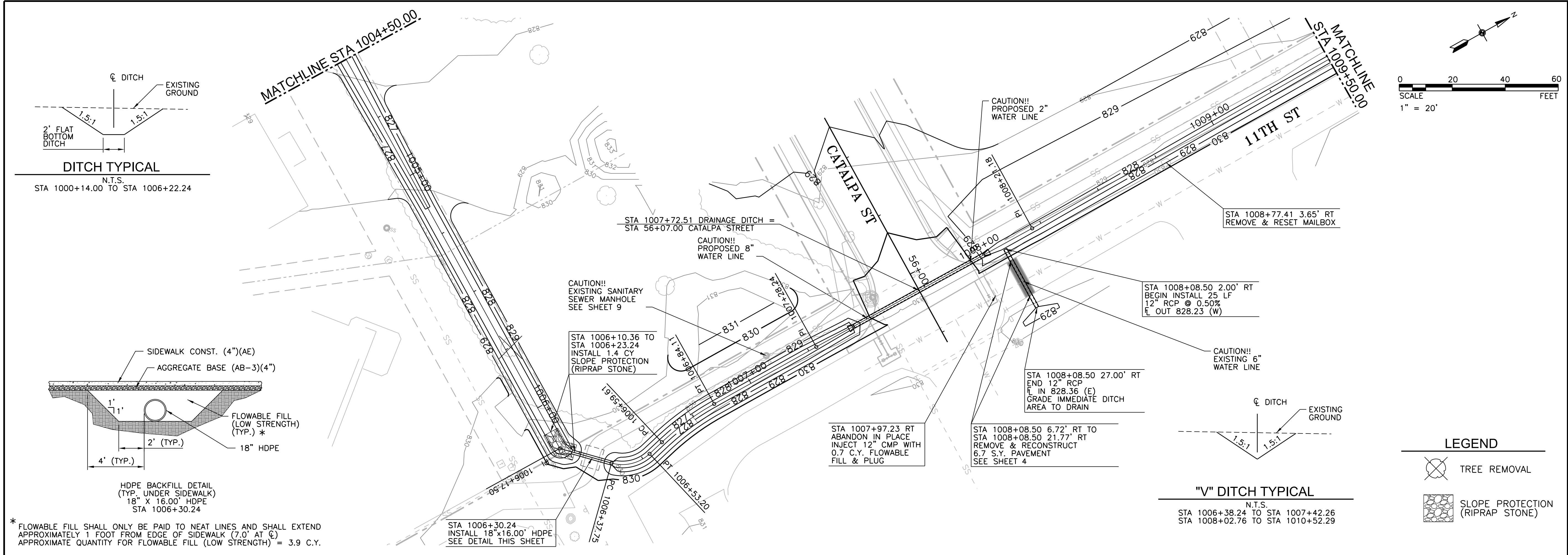
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DATE: 10/9/2023				
DESIGNED BY: SDT				
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CHECKED BY: CCB				
SHEET TITLE:				
PLAN & PROFILE DRAINAGE DITCH STA 1000+39.12 TO STA 1004+50.00				
SHEET NO.				
20				
SHEET 20 OF 59				

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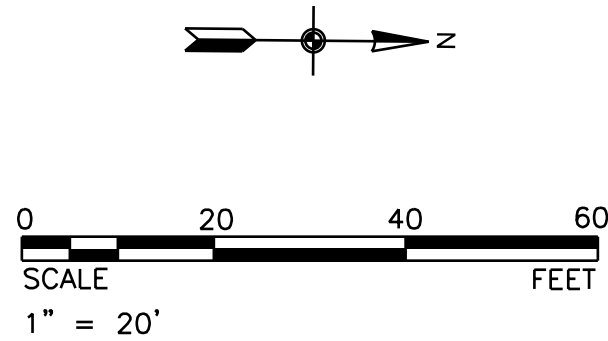
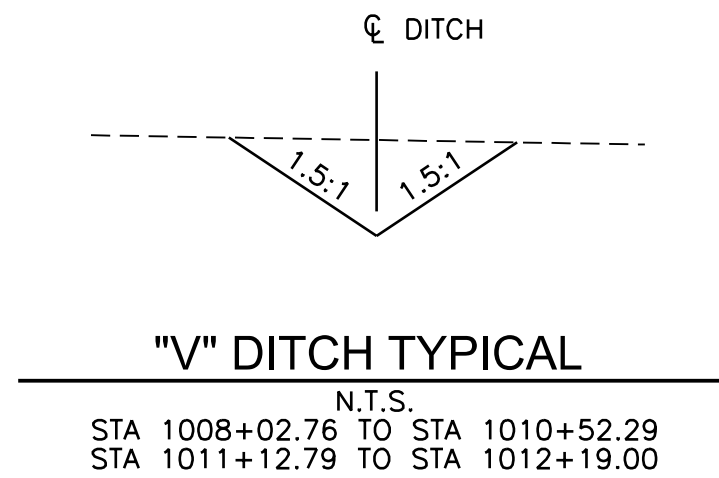
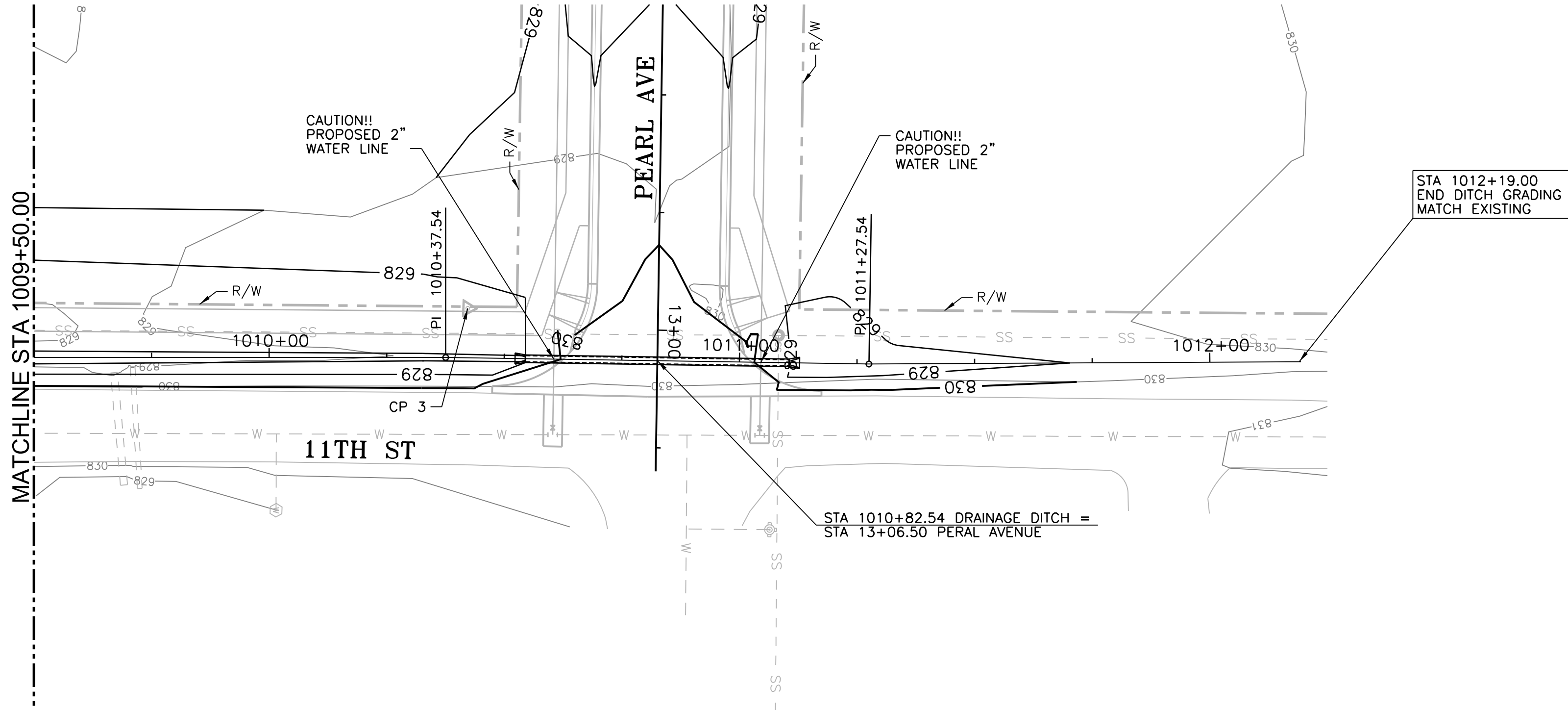
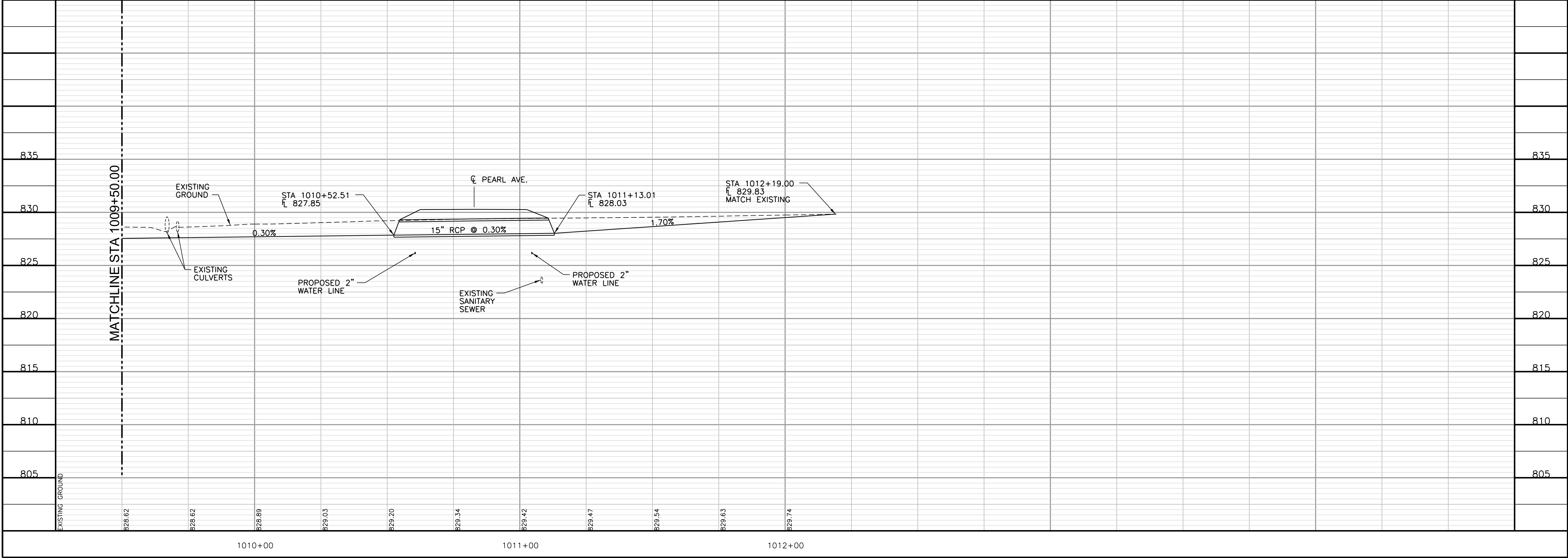
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DATE: 10/9/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:
PLAN & PROFILE
DRAINAGE DITCH
STA 1004+50.00 TO
STA 1009+50.00

SHEET NO.
21

SHEET 21 OF 59

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PROJ NO: P101230076
SCALE: 1" = 20'
DATE: 10/9/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:
PLAN & PROFILE
DRAINAGE DITCH
STA 1009+50.00 TO
STA 1012+19.00

SHEET NO.
22

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Page 210 of 302

ROUTING SEQUENCE		LOCATIONS OF INSTALLATIONS				TYPE OF INSTALLATION			DIMENSIONS			ELEVATIONS		INFLOW CONDUITS				OUTFLOW CONDUITS		PIPE LENGTH (FT.)				REMARK
		STATION	ROUTE	DISTANCE		JUNCTION	INLET	SPECIAL	L	W	H	TOP⊗	FLOOR	CONDUIT	FLOWLINE	CONDUIT	FLOWLINE	CONDUIT	FLOWLINE	15"	18"	18"	24"	
FROM	TO	REF.	NUMBER	IDENTIFICATION	LT./RT.	BOX	MANHOLE	TYPE 2	(FT.)	(FT.)	(FT.)			SIZE	ELEV.	SIZE	ELEV.	SIZE	ELEV.	RCP	RCP	HDPE	HDPE	
OUTFALL	STM1	602	22.75	STP1	—	—	—	1	6	8	5.0	825.21	820.94	15	821.24	18	821.14	24	821.04				206	
STM1	STM2	602	47.61	STP1	—	—	—	1	6	8	5.0	825.21	821.05					15	821.33	17				
STM1	STM3	702	76.58	STP2	—	1	—	—	5	5	5.5	826.92	822.22	18	822.65			18	822.45		261			
STM3	STM4	704	35.70	STP2	—	—	—	1	6	8	5.0	826.86	823.19					18	823.43			156		

GENERAL NOTE:

The quantities, dimensions and flowlines given on this sheet are to be used if the following types of "SMOOTH PIPES" are furnished: RCP, VCP - ES, BCCMP - FP, RCPHE.

Note: Top Elevation is located as follows:

1. Manhole - Top of Manhole Ring
2. Curb Inlet - Top of Curb.
3. Gutter Inlet - Top Back of Gutter.
4. Inlet Manhole - Top of Grate.
5. Ditch Inlet - Top of Concrete at Cover Plate.
6. Type 2 Special Inlet - Top.

SCHEDULE OF CULVERT INSTALLATIONS									
STATION	LOCATION	TYPE	LENGTH OF 12" PIPE LF	LENGTH OF 15" PIPE LF	LENGTH OF 18" PIPE LF	FLOWLINE IN	FLOWLINE OUT	15" END SECTIONS	
13+06.50	PEARL AVE	RCP		56		828.03	827.85	2	
56+07.00	CATALPA ST	RCP		56		827.11	826.93	2	
1006+30.24	DITCH	HDPE			16	826.62	826.54		
1008+08.50	DITCH/11TH ST.	RCP	25			828.36	828.23		
		TOTALS	25	112	16			4	

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REVIEWS:	
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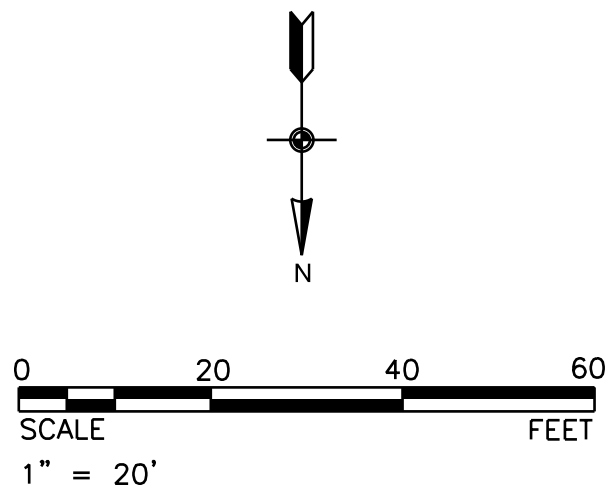
SHEET TITLE:

SCHEDULE OF STORM SEWER INSTALLATIONS & CULVERTS

SHEET NO.

23

SHEET 23 OF 50



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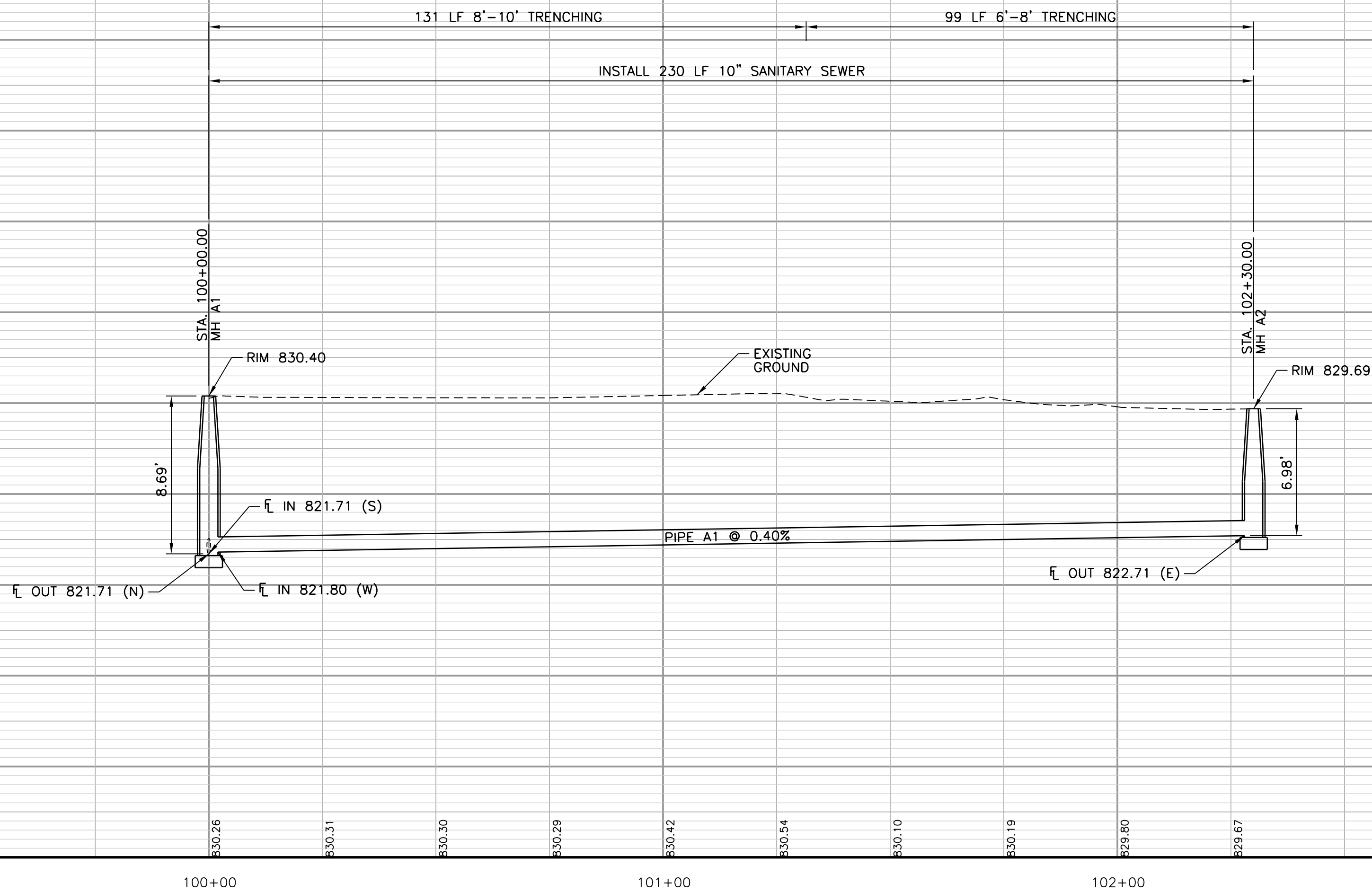
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SCALE: 1" = 20'
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DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:

PLAN & PROFILE
SANITARY SEWER
LINE A

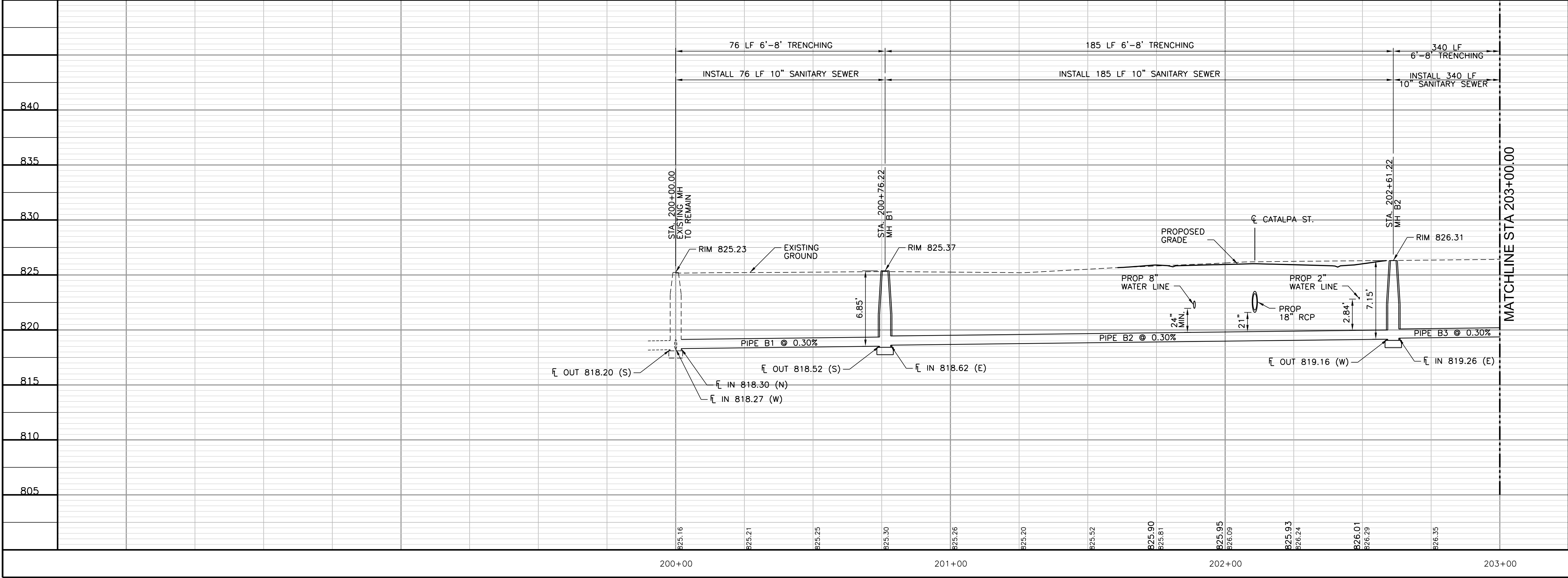
SHEET NO. 24

SHEET 24 OF 59



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MH B1
STA 200+76.22 LINE B
INSTALL 4" DIA MANHOLE
INSTALL 10" SANITARY SEWER (E)
F 10" IN 818.62 (E)
F 10" OUT 818.52 (S)
N 1535157.20 E 2122867.84

MH B1
STA 202+61.22 LINE B
INSTALL 4" DIA MANHOLE
INSTALL 10" SANITARY SEWER (E)
F 10" IN 819.26 (E)
F 10" OUT 819.16 (W)
N 1535161.23 E 2123052.80

EXISTING MH
STA 200+00.00 LINE B
CONNECT TO EXISTING MANHOLE
BEGIN INSTALL 10" SANITARY SEWER (N)
F 10" IN 818.30 (N)
N 1535081.02 E 2122870.00

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PROJ NO: P101230076
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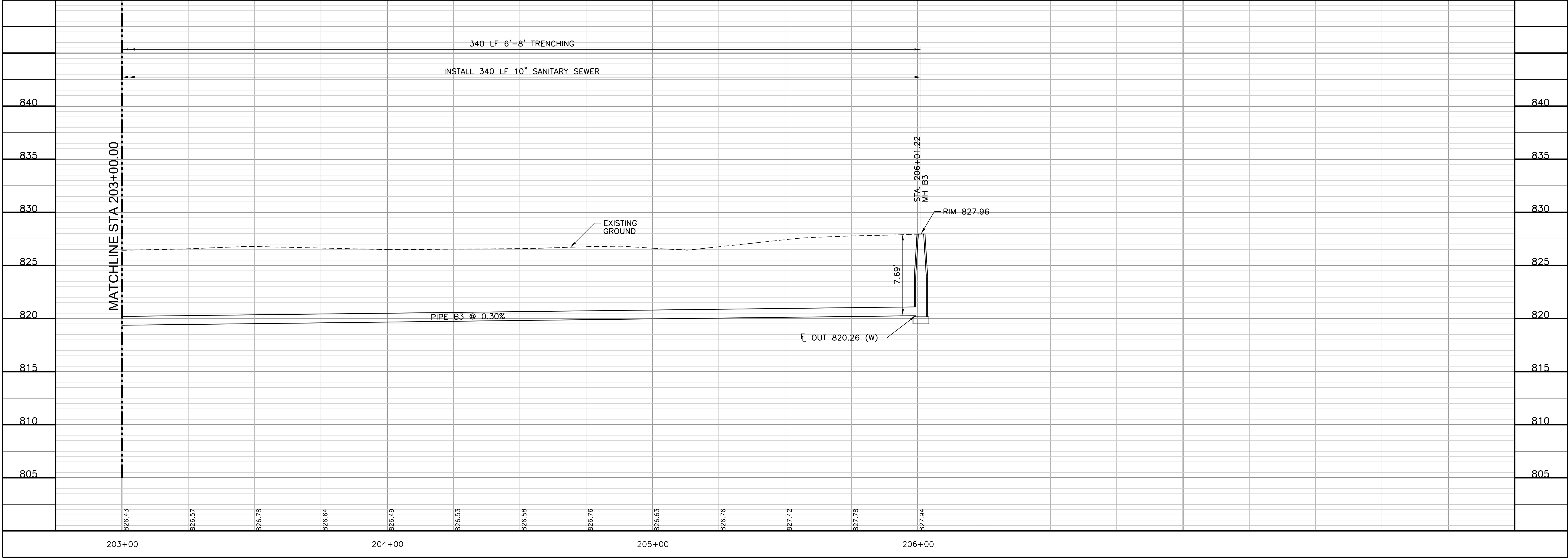
SHEET TITLE:
PLAN & PROFILE
SANITARY SEWER
LINE B
SHEET 1 OF 2

SHEET NO.
25
SHEET 25 OF 59

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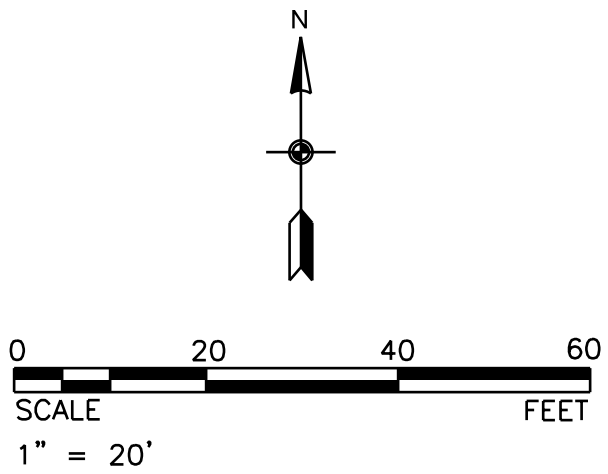
Page 213 of 302

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MH B2
STA 206+01.22 LINE B
INSTALL 4' DIA MANHOLE
END INSTALL 10" SANITARY SEWER (W)
ℓ 10" OUT 820.26 (W)
N 1535168.64 E 2123392.72

STA 56+00.87 16.64' RT
REMOVE EXISTING MANHOLE
STA 56+00.87 17.64' RT
CONSTRUCT STANDARD MANHOLE
W/ ECCENTRIC TOP. ROTATE
ECCENTRIC TOP TO THE SOUTH
TO AVOID CONFLIT WITH PROPOSED
CURB AND SIDEWALK
RIM EL = 830.50
ℓ IN = 825.64 (E)
ℓ IN = 824.58 (S)
ℓ OUT = 824.45 (N)



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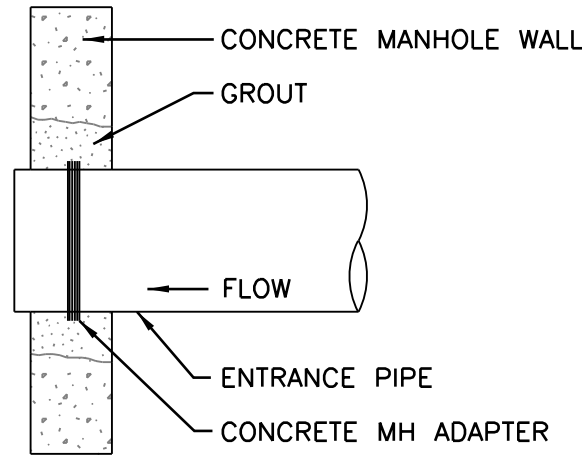
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MARK	DATE	DESCRIPTION

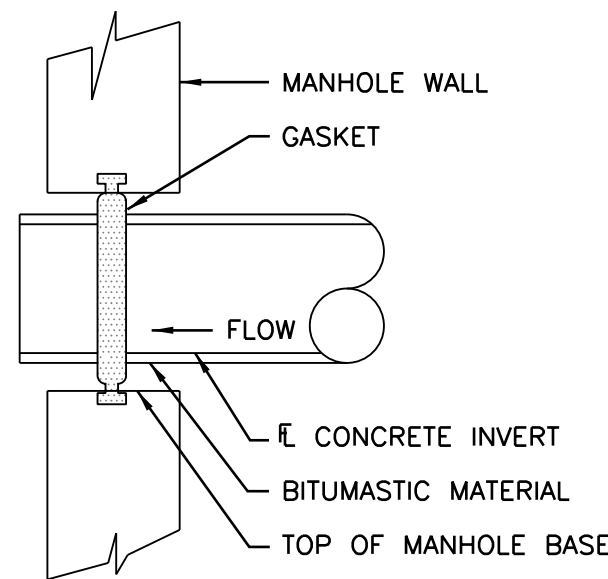
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DESIGNED BY: SDT
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PLAN & PROFILE
SANITARY SEWER
LINE B
SHEET 2 OF 2

SHEET NO.
26
SHEET 26 OF 59

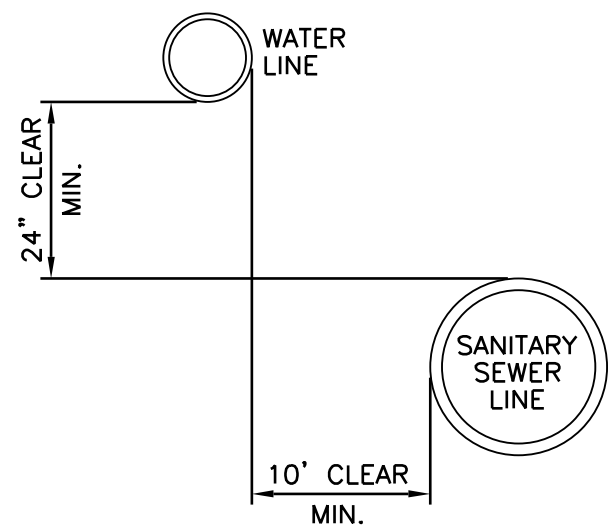
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CONCRETE MANHOLE ADAPTER
(USE FOR PIPES ENTERING EXISTING MANHOLE WALLS)



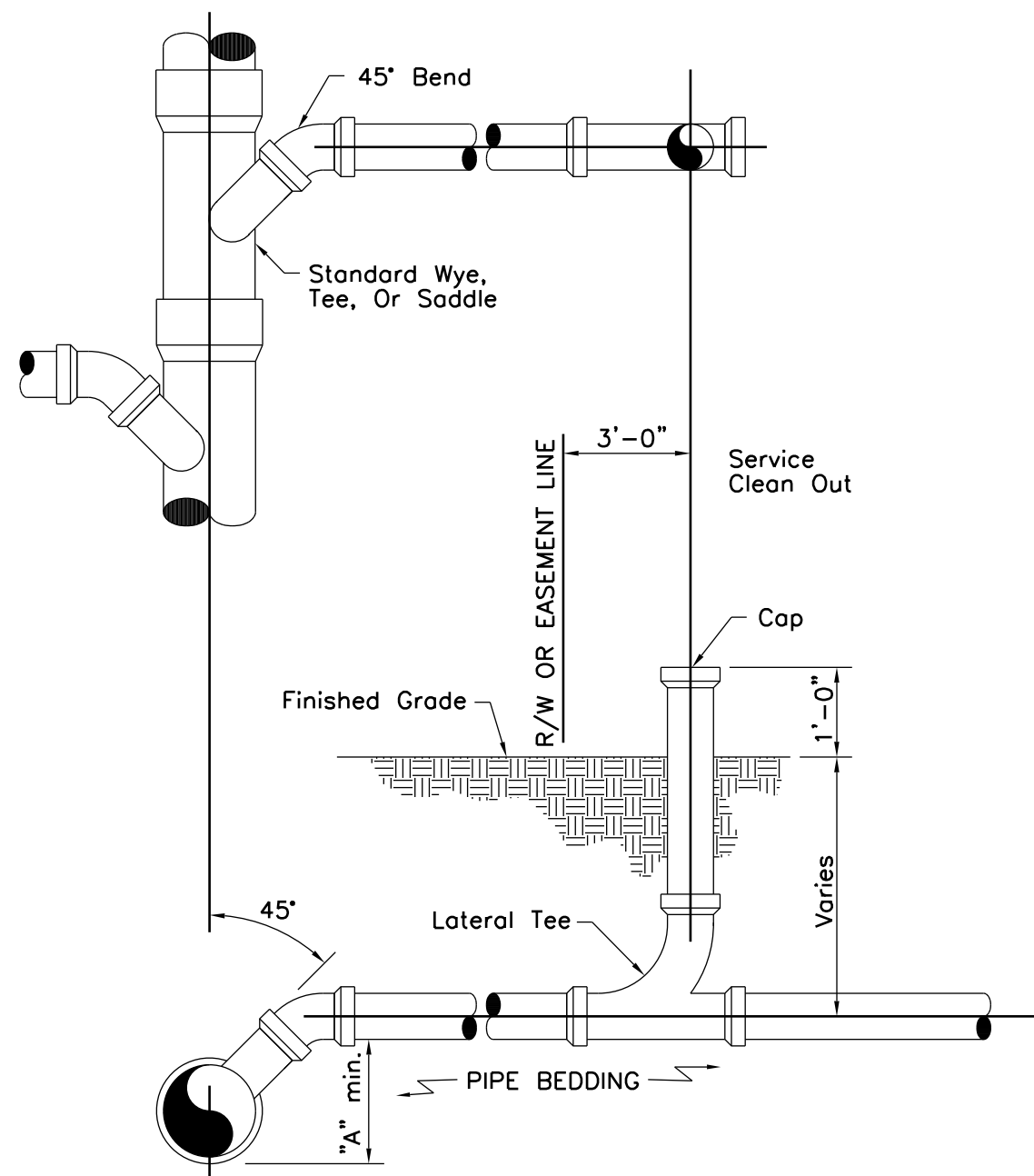
FLEXIBLE WALL CONNECTION



SEPARATION RECOMMENDATIONS

PLAN VIEW

SECTION VIEW



SEWER SERVICE NOTES:

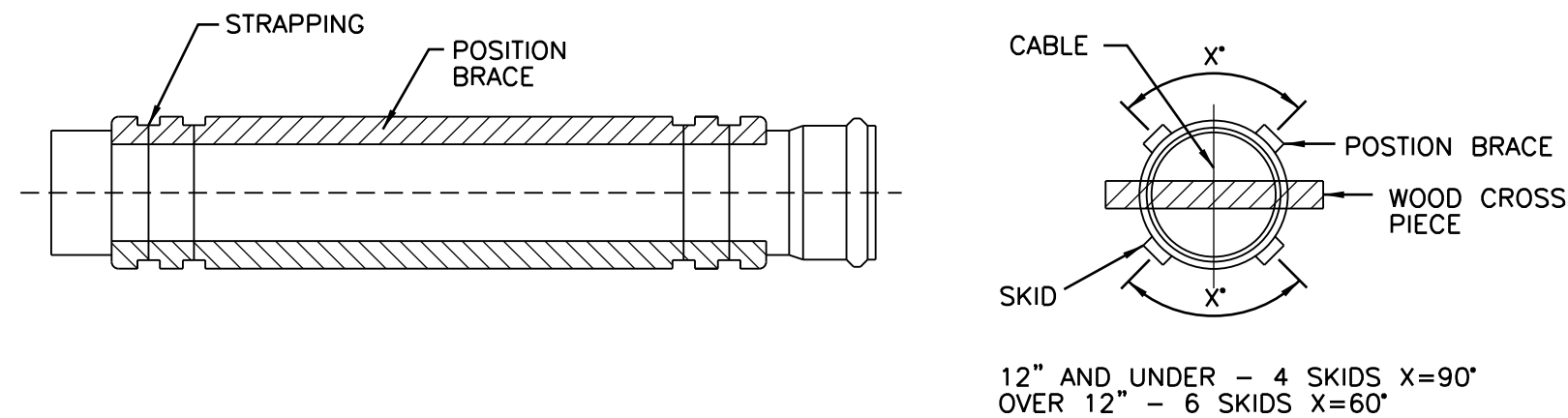
PIPE I.D.	"A" (FT.)
8"	1.167
10"	1.333
12"	1.500
15"	1.667
18"	1.834

- 1) INSTALL PLASTIC LOCATOR TAPE OVER SERVICE LINES AS PER SPECIFICATION.
- 2) INSTALL SERVICE LINES @ 2.0% GRADE. INSTALL SERVICE LINES IN ACCORDANCE WITH PROJECT SPECIFICATIONS AND PLUMBING CODES. TRENCHING, BACK FILLING, AND COMPACTION SHALL BE PERFORMED ACCORDING TO PROJECT SPECIFICATIONS. COMPACTION SHALL BE 95.0% IN R/W's AND 90.0% IN EASEMENTS.

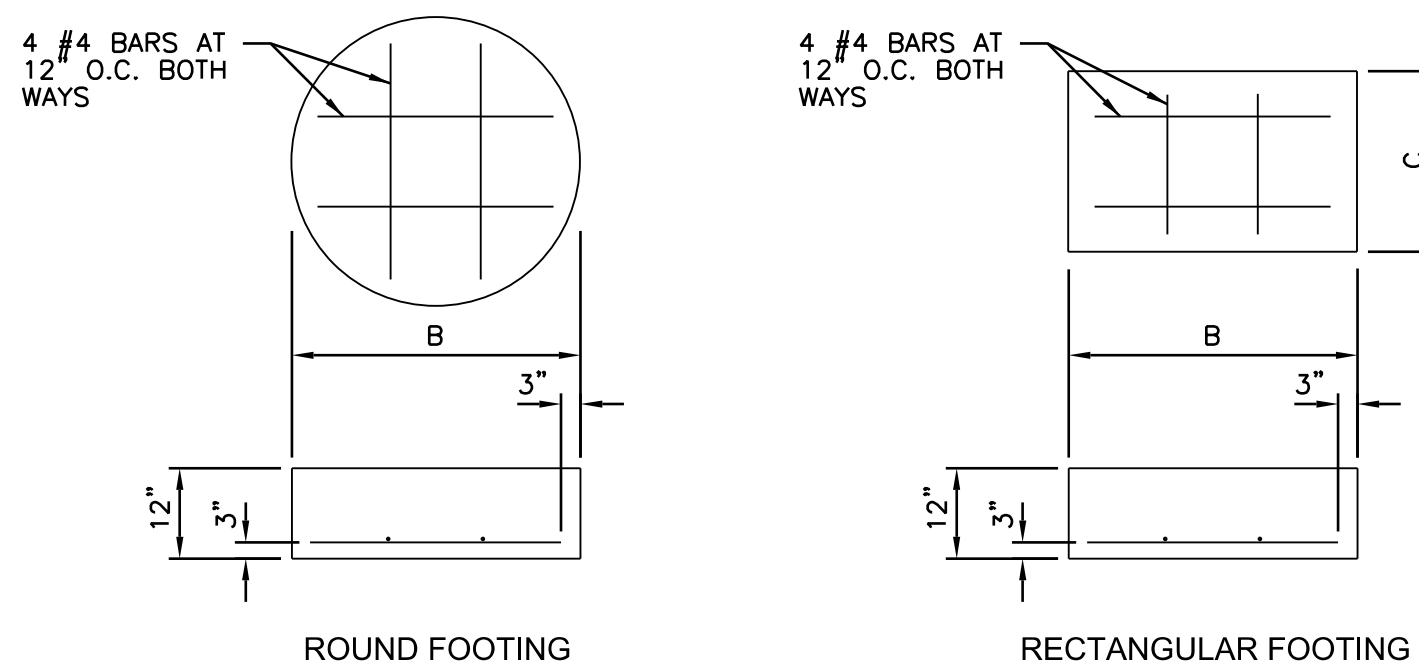
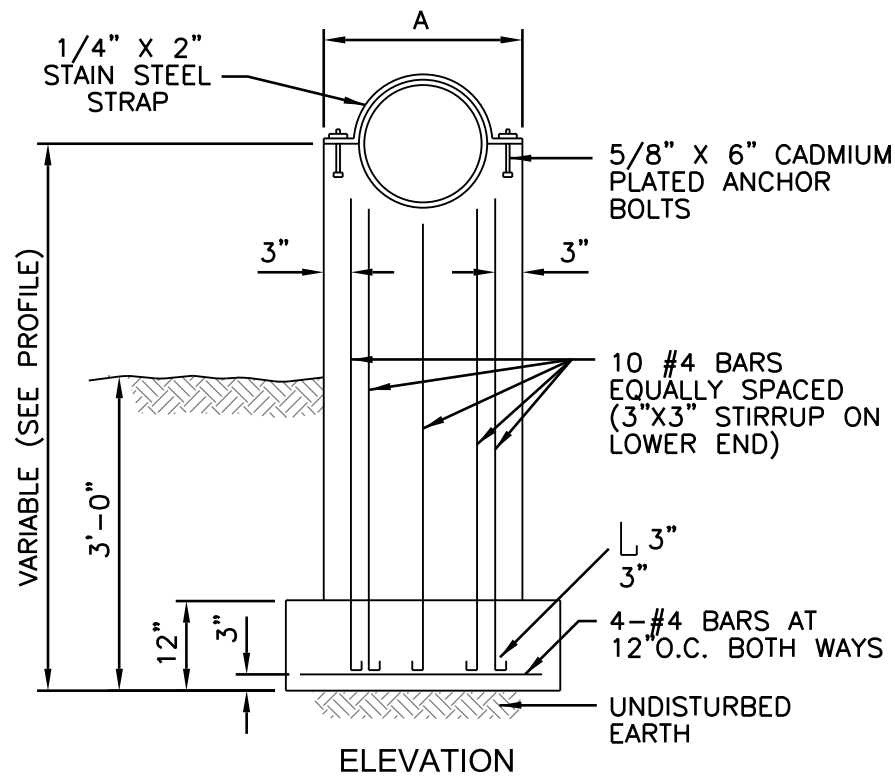
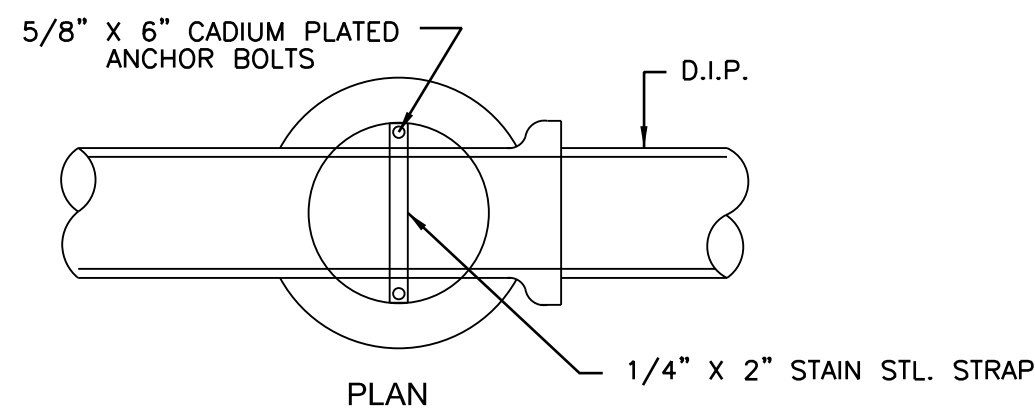
CLEANOUT TO INCLUDE:

- 1 STANDARD WYE, TEE OR SADDLE
- 1 BEND
- 1 LATERAL TEE
- 1 CAP
- 15 LF PVC

SEWER SERVICE CLEANOUT AND DETAILS



CASING DETAIL

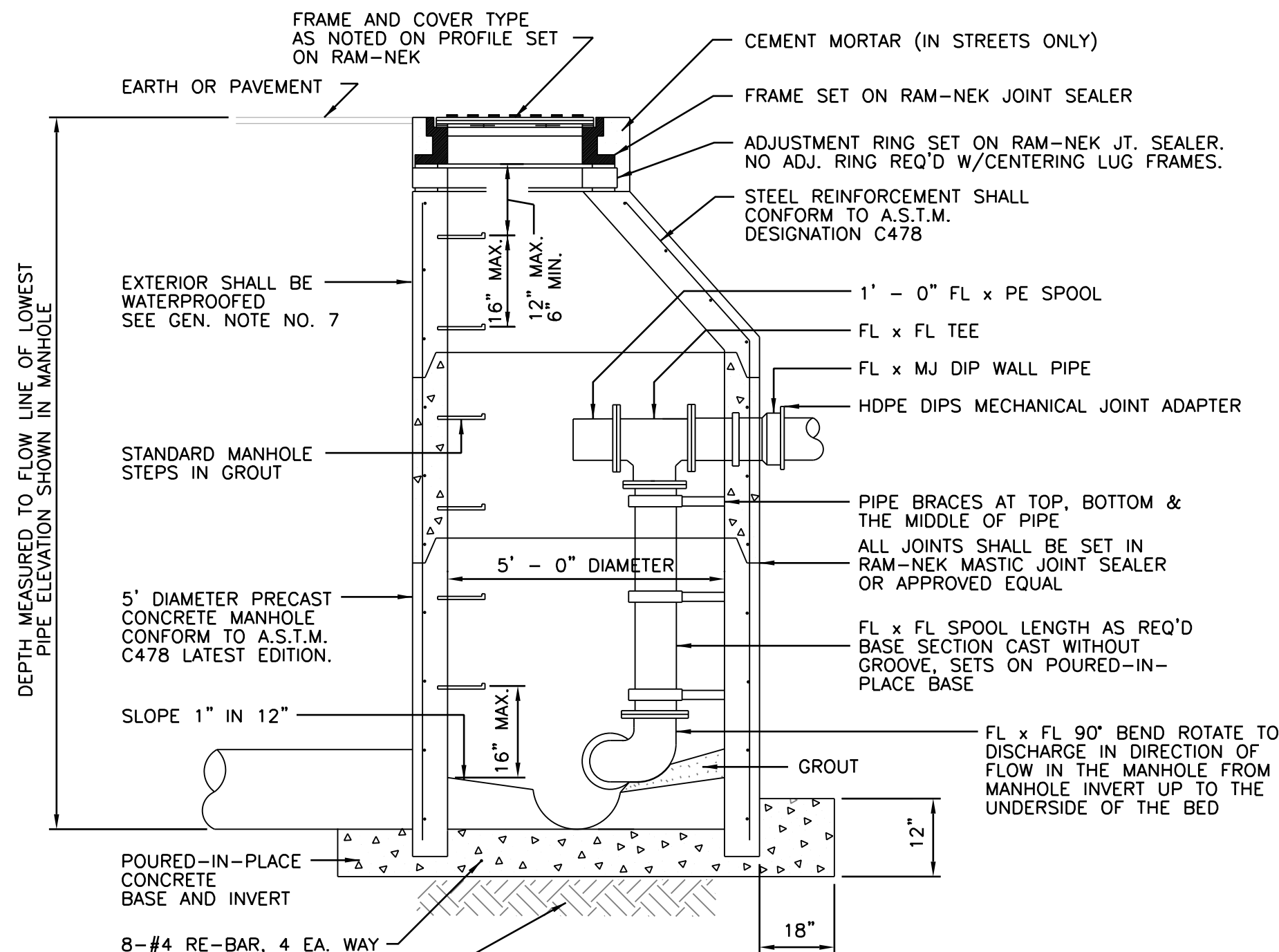


NOTE

WHEN SOLID ROCK IS ENCOUNTERED, OMIT FOOTING DRILL DOWEL HOLES 24" INTO SOLID ROCK WITH 5-34" #11 DOWELS, GROUTED IN PLACE W/EMBECCO GROUTING COMPOUND OR EQUAL.

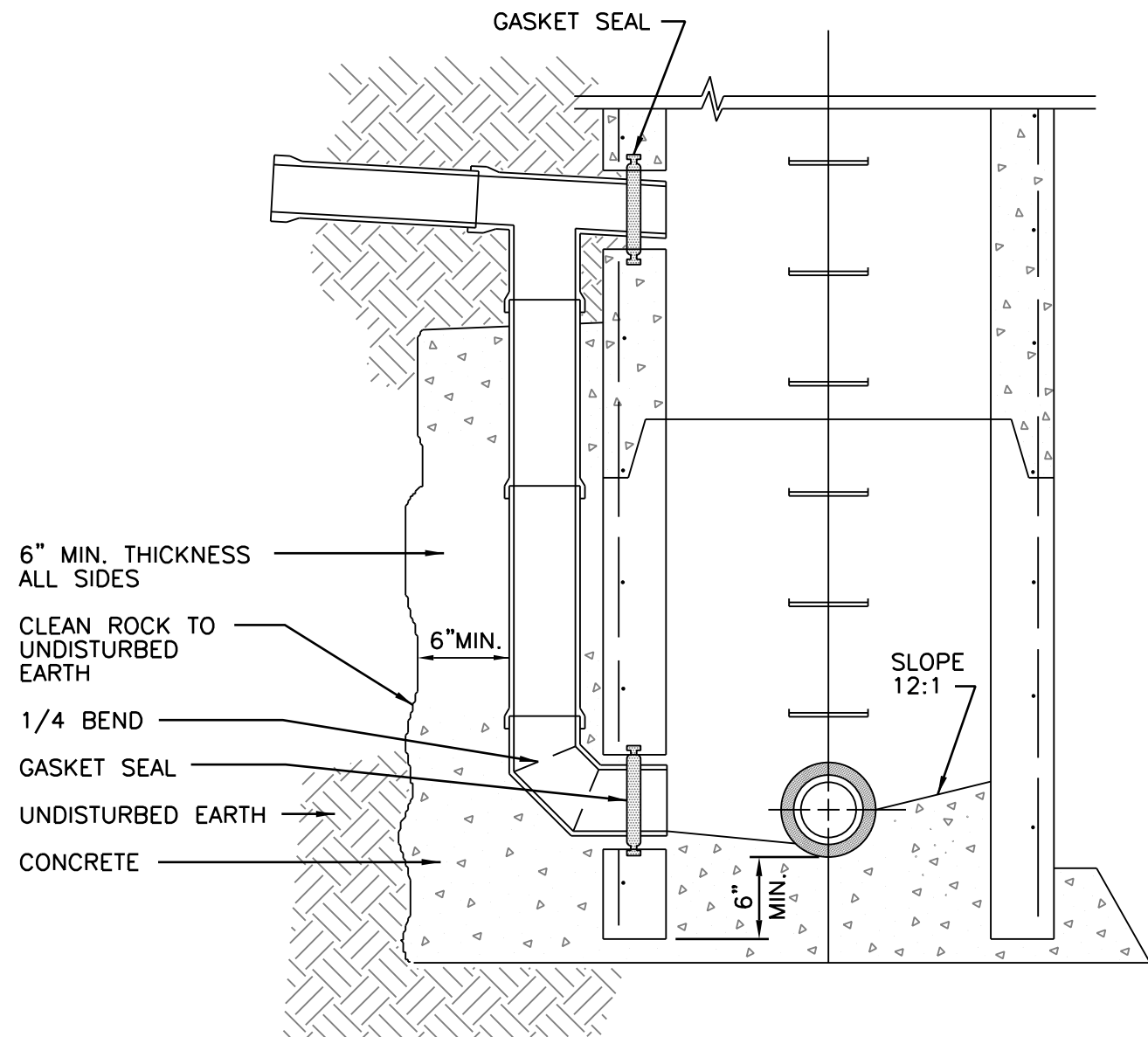
PIPE SIZE	ROUND PIER		RECTANGLE PIER ALTERNATE		
	A	B	A	B	C
8"	16"	28"	16"	28"	24"
10"	18"	30"	18"	30"	24"
12"	20"	32"	20"	32"	24"
15"	24"	36"	24"	36"	24"
18"	28"	40"	28"	40"	24"

PIER DETAILS



INTERIOR DROP DETAIL

NTS



EXTERIOR DROP DETAIL
(DROP CONNECTIONS MINIMUM DROP 2 FEET)

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



REVISIONS:

PROJ NO: P101230076

SCALE: N/A

DATE: 10/9/2023

DESIGNED BY: SDT

DRAWN BY: CLH

CHECKED BY: SDT

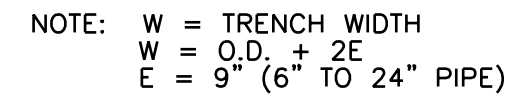
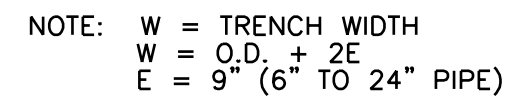
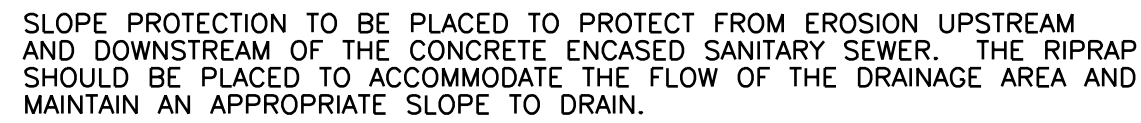
SHEET TITLE:

SANITARY SEWER
APPURTENANCE
SHEET
2 OF 3

SHEET NO.

28

SHEET 28 OF 59



MIN. DEPTH OF BEDDING FOR DUCTILE IRON
PIPE = 1/8" X PIPE DIAMETER. FOR P.V.C. PIPE,
BEDDING SHALL EXTEND TO 6" OVER TOP OF PIPE.

CONSULTANTS:JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS

REVISIONS:

PROJ NO: P101230076
SCALE: N/A
DATE: 10/9/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: SDT

SHEET TITLE:

**SANITARY SEWER
APPURTENANCE
SHEET
3 OF 3**

SHEET NO.

29

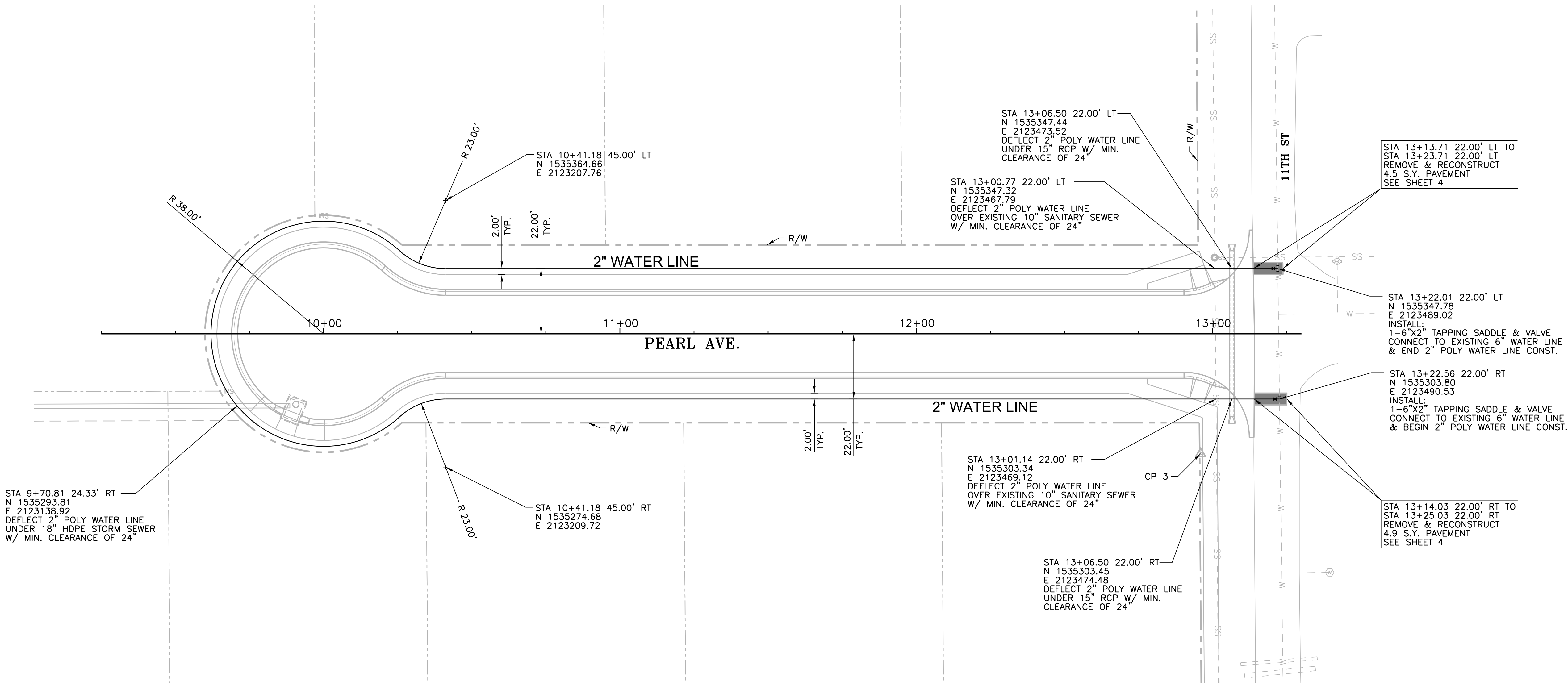
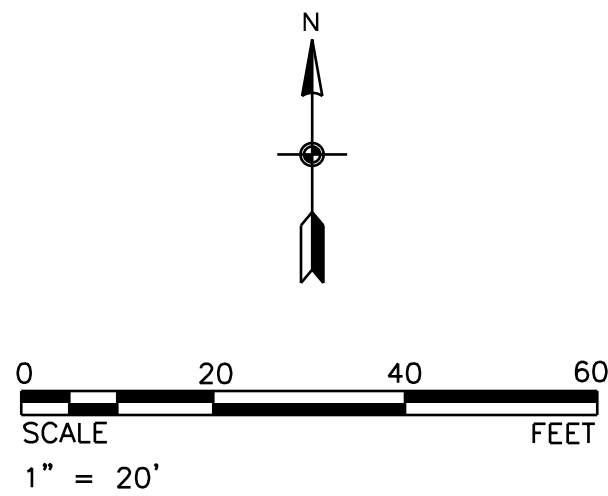
SHEET 29 OF 59

CLHALL
- 2:41:43 PM - pw:\hq-pw\in01.a-e.transyscorp.com\Projects_2023\KC101\101230076\Road\Standard Sheets\C-0076-SAP3.dgn

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WATER LINE GENERAL NOTES

1. CONNECTIONS TO EXISTING WATER LINES SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED INCIDENTAL TO OTHER ITEMS IN THE BID.
2. THE CONTRACTOR SHALL LAY A TRACER WIRE AND SET TEST STATIONS ALONG ALL WATER PIPE INSTALLED IN ACCORDANCE WITH CITY SPECIFICATIONS AND TRACER WIRE DETAIL, COST IS SUBSIDIARY TO PIPE INSTALLATION.
3. THE CONTRACTOR SHALL PROVIDE MATERIALS FOR TEMPORARY BLOWOFF OF WATERLINES. CONNECTIONS TO THE EXISTING WATERLINE(S) SHALL BE MADE WITH CLEAN, SWABBED PIPE AND FLUSHED UPON COMPLETION OF TIE-INS.
4. TEMPORARY BLOWOFF VALVES NECESSARY TO FLUSH LINES AT EXISTING WATER LINE TIE-INS SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED INCIDENTAL TO OTHER ITEMS IN THE BID.
5. REQUESTS FOR SHORT TERM WATER INTERRUPTIONS SHALL BE MADE TO THE CITY WATER DISTRIBUTION DIVISION AND WILL BE SUBJECT TO THEIR APPROVAL. THE CONTRACTOR SHALL GIVE WRITTEN NOTICE TO ANY PROPERTY OWNER, BUSINESS, AND/OR TENANTS THAT WILL HAVE WATER SERVICE INTERRUPTED AT LEAST 5 DAYS IN ADVANCE. SUCH NOTIFICATIONS SHOULD INDICATE THE TIME AND DATE THAT THE WATER WILL BE TURNED OFF AND WHEN THE SERVICE WILL BE RESTORED. NO BUSINESS, PROPERTY OWNER, AND/OR TENANTS SHALL BE WITHOUT WATER SERVICE FOR MORE THAN 8 HOURS. PROPOSED TIE IN LOCATIONS WHICH WILL AFFECT WATER SERVICE TO PROPERTY OWNERS SHALL BE PREFORMED DURING NON-PEAK HOURS.
6. THE CONTRACTOR MUST SCHEDULE THE CONNECTIONS TO THE EXISTING MAIN WITH THE CITY SUCH THAT THERE IS A MINIMUM DISRUPTION OF SERVICE. CONNECTIONS SHALL BE MADE DURING PERIODS OF LOW WATER USAGE. THE CONTRACTOR SHALL NOTIFY, COORDINATE, AND SCHEDULE CUTOVERS WITH THE CITY. THE CONTRACTOR SHALL SUBMIT THEIR PROPOSED SCHEDULE FOR COMPLETING WORK FOR CITY APPROVAL AT LEAST 10 DAYS PRIOR TO BEGINNING CONSTRUCTION.
7. DEFLECTIONS AT PIPE JOINT OR COUPLINGS SHALL NOT EXCEED THE PIPE MANUFACTURERS RECOMMENDED MAXIMUM. WHERE DEFLECTIONS ARE GREATER THAN THE MAXIMUM ALLOWED, THE CONTRACTOR SHALL UTILIZE FITTINGS.
8. EXISTING UNDERGROUND UTILITIES ARE SHOWN AT ESTIMATED DEPTHS. THE CONTRACTOR SHALL VERIFY THE EXACT DEPTHS OF UNDERGROUND UTILITIES THAT ARE CRITICAL TO THE CONSTRUCTION BEFORE BEGINNING WORK. THE COST FOR THIS SHALL BE SUBSIDIARY TO THE PROJECT.
9. THE CONTRACTOR SHALL PROTECT FROM DAMAGE AND SUPPORT EXISTING UTILITIES THROUGH CONSTRUCTION AS APPROVED BY THE UTILITY OWNER AND THE ENGINEER AT THE CONTRACTOR'S EXPENSE.
10. THE CONTRACTOR SHALL UNDERSTAND THAT UTILITIES MAY HAVE BEEN RELOCATED TO NEW LOCATIONS AND THAT ADDITIONAL COORDINATION WITH UTILITY COMPANIES MAY BE REQUIRED. THE CONTRACTOR SHALL BE REQUIRED TO WORK AROUND EXISTING UTILITIES WITHIN THE RIGHT-OF-WAY.
11. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION, TYPE, SIZE, AND CLASS OF EXISTING WATERLINES PRIOR TO MAKING CONNECTIONS. THE EXISTING WATERLINE LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL MAKE ADJUSTMENTS AS REQUIRED AND APPROVED BY THE ENGINEER. PROVISIONS AND INSTALLATION OF PIPE ADAPTORS, SHORT SECTIONS OF PIPE, AND COUPLERS SHALL BE SUBSIDIARY TO OTHER PAY ITEMS OF WORK.
12. THE ITEM "FIRE HYDRANT ASSEMBLY" SHALL INCLUDE INSTALLATION OF A NEW FIRE HYDRANT, THRUST BLOCKING, FITTINGS AND ALL NECESSARY ADJUSTMENTS REQUIRED TO BRING THE HYDRANT INTO COMPLETE AND WORKING ORDER.
13. CONTRACTOR SHALL MAKE MINOR ADJUSTMENTS TO THE NEW CONSTRUCTION IF REQUIRED BY THE LOCATION OF ANY EXISTING UTILITY AT NO COST TO THE OWNER. SHOULD A CONFLICT OCCUR, CONTRACTOR SHALL CONTACT ENGINEER AND DUCTILITY OWNER AS SHOWN IN PLANS.
14. CONTRACTOR SHALL OBTAIN ALL PERMISSIONS AND PERMITS AS REQUIRED FOR DISPOSAL OF ANY MATERIALS. THE CONTRACTOR SHALL HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY CLAIMS RELATED TO THE TRANSPORTING OR DISPOSAL OF DEMOLITION MATERIALS. THE COST FOR THIS EFFORT SHALL BE SUBSIDIARY TO THE PROJECT.
15. WATERLINE DEPTHS SHALL CONFORM TO THE STANDARD SPECIFICATIONS, UNLESS APPROVED BY THE ENGINEER. THERE SHALL BE NO WATTER LINE INSTALLED WITH A BURY DEPTH OF LESS THAT 36".



JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



REVISIONS:

MARK	DATE	DESCRIPTION

PROJ NO: P101230076
SCALE: 1" = 20'
DATE: 10/9/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB
SHEET TITLE:
**2" WATER LINE
PLAN**
PEARL AVE

SHEET NO.
30
SHEET 30 OF 59

CL:HALL 10/9/2023 - 2:41:49 PM - p:\c\leg-pw\101-jac-transyscorp-pw1\Documents\Projects_2023\KC101101230076\Road\Standard Sheets\C-0076-WP02.dgn

FITTING STATION	FITTING TYPE	FITTING SIZE	MIN. REQ'D RESTRAINT JOINT LENGTH	BEGIN THRUST RESTRAINT	END THRUST RESTRAINT
500+00.00	TEE	8"	20'	500+00.00	500+62.93
500+04.73	45° BEND	8"	11'		
500+13.95	45° BEND	8"	11'		
500+17.93	45° BEND	8"	45'		
500+19.61	GATE VALVE	8"		501+02.10	501+60.10
501+31.10	90° BEND	8"	29'		

STA 500+19.61 ¢ 8" WATER LINE
N 1535167.22
E 2122868.66
INSTALL:
1-8" GATE VALVE W/ VAVLE BOX

STA 500+00.00 ¢ 8" WATER LINE
N 1535166.80
E 2122849.05
INSTALL:
1-8"x8"x8" TEE W/ RESTRAINT JOINTS
2-8" SOLID SLEEVES
CONNECT TO EXISTING
8" WATER LINE

STA 49+62.00
N 1535198.12
E 2123001.31
DEFLECT 2" POLY WATER LINE
UNDER 18" RCP W/ MIN.
CLEARANCE OF 24"

STA 501+31.10 ¢ 8" WATER LINE
N 1535169.65
E 2122980.12
INSTALL:
1-8" 90° HORZ. BEND
W/ RESTRAINT JOINTS

STA 501+23.10 ¢ 8" WATER LINE
= STA 49+89.79, 30' RT
BEGING CONST. 2" POLY WATER LINE
MINIMUM DEPTH OF COVER 36"

STA 501+23.10 ¢ 8" WATER LINE
N 1535169.48
E 2122972.12
INSTALL:
1-8"x2" TAPPING SADDLE W/VALVE

STA 502+55.70 ¢ 8" WATER LINE
N 1535045.10
E 2122983.72
INSTALL:
1-8" 22.5' HORZ. & VERT. BEND
W/ RESTRAINT JOINTS

STA 502+82.78 ¢ 8" WATER LINE
N 1535020.31
E 2122994.62
INSTALL:
1-8" 22.5' HORZ. & VERT. BEND
W/ RESTRAINT JOINTS

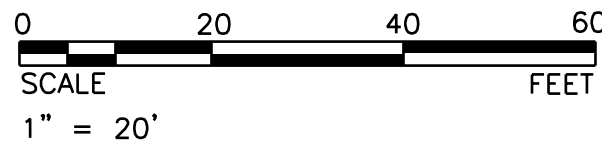
STA 50+00.27 38.00' LT
N 1535160.96
E 2123040.40
2" WATER LINE PLACEMENT WILL
BE ABOVE SANITARY SEWER

STA 50+41.18 45.00'LT
N 1535120.27
E 2123048.57

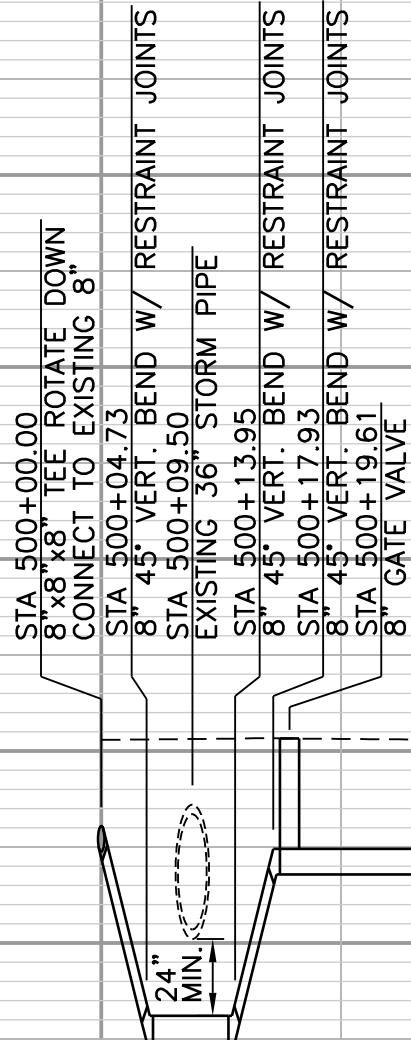
STA 51+89.25 60.00'LT
N 1535066.48
E 2123065.13

STA 503+47.94 ¢ 8" WATER LINE
N 1534984.07
E 2123047.31
INSTALL:
1-8" 22.5' HORZ. & VERT. BEND
W/ RESTRAINT JOINTS

STA 503+21.14 ¢ 8" WATER LINE
N 1534993.79
E 2123022.33
INSTALL:
1-8" 22.5' HORZ. & VERT. BEND
W/ RESTRAINT JOINTS



FITTING STATION	FITTING TYPE	FITTING SIZE	MIN. REQ'D RESTRAINT JOINT LENGTH	BEGIN THRUST RESTRAINT	END THRUST RESTRAINT
502+55.70	22.5° BEND	8"	22'	502+33.70	503+69.94
502+82.78	22.5° BEND	8"	6'		
503+21.14	22.5° BEND	8"	6'		
503+47.94	22.5° BEND	8"	22'		



STA 501+23.10
2" TAPPING SADDLE

STA 501+41.10
10" SANITARY SEWER

STA 501+81.69
DEFLECTION POINT

STA 502+55.70
8" 22.5' HORZ. & VERT. BEND

STA 502+82.78
8" 22.5' HORZ. & VERT. BEND
STA 502+82.78
24" HDPE STORM PIPE

STA 503+21.14
8" 22.5' HORZ. & VERT. BEND

STA 503+47.94
8" 22.5' HORZ. & VERT. BEND

MATCHLINE STA 504+00.00

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

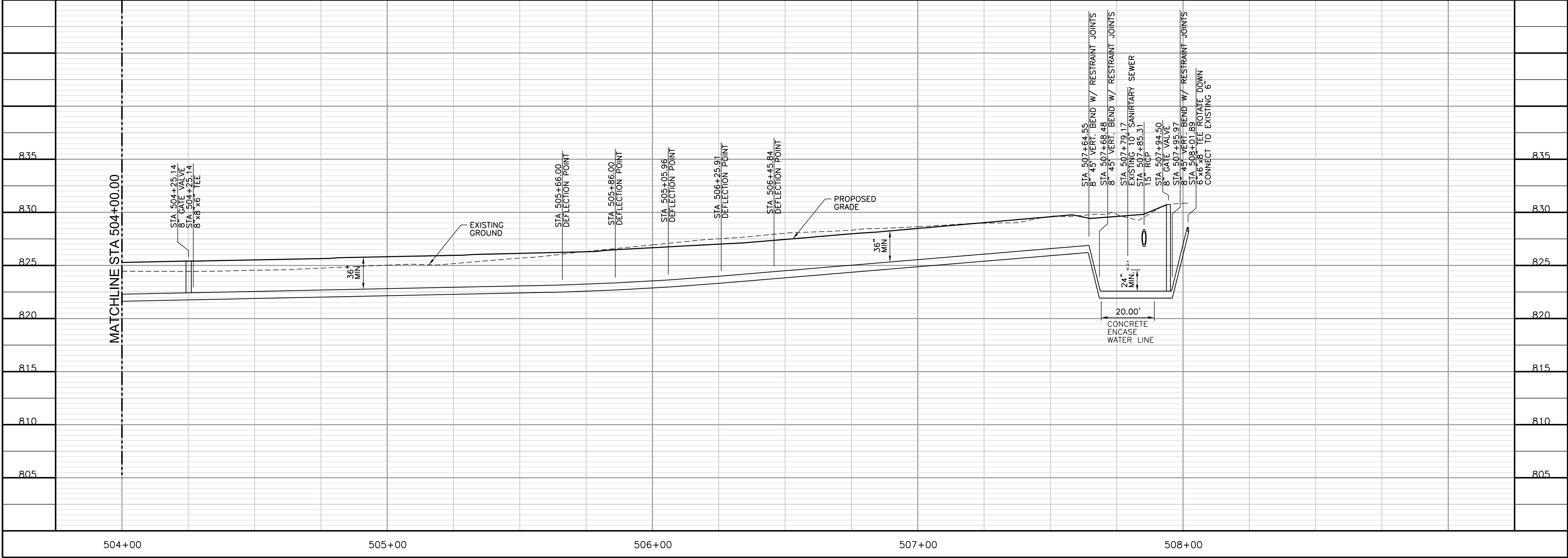
REVISIONS:

MARK	DATE	DESCRIPTION

PROJ NO: P101230076
SCALE: 1" = 20'
DATE: 10/9/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB
SHEET TITLE:
PLAN & PROFILE
8" WATER LINE
2" WATER LINE
PLAN - CATALPA ST

SHEET NO.
31
SHEET 31 OF 59

CL:HALL
10/9/2023 - 2:44:52 PM - p:\c\l\p\p\w\011ae-transyscorp.com\transyscorp-pw1\Documents\Projects_2023\KC101101230076\Road\Standard Sheets\C-0076-WP03.dgn



FITTING STATION	FITTING TYPE	FITTING SIZE	MIN. REQ'D RESTRAINT JOINT LENGTH	BEGIN THRUST RESTRAINT	END THRUST RESTRAINT
507+64.55	45° BEND	8"	45'	507+19.55	508+01.89
507+68.48	45° BEND	8"	11'		
507+94.50	GATE VALVE	8"			
507+95.97	45° BEND	8"	11'		
508+01.89	TEE	6"x6"x8"	35'		

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-446-9048

CONSULTANT'S:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS

REVISIONS:

MARK	DATE	DESCRIPTION

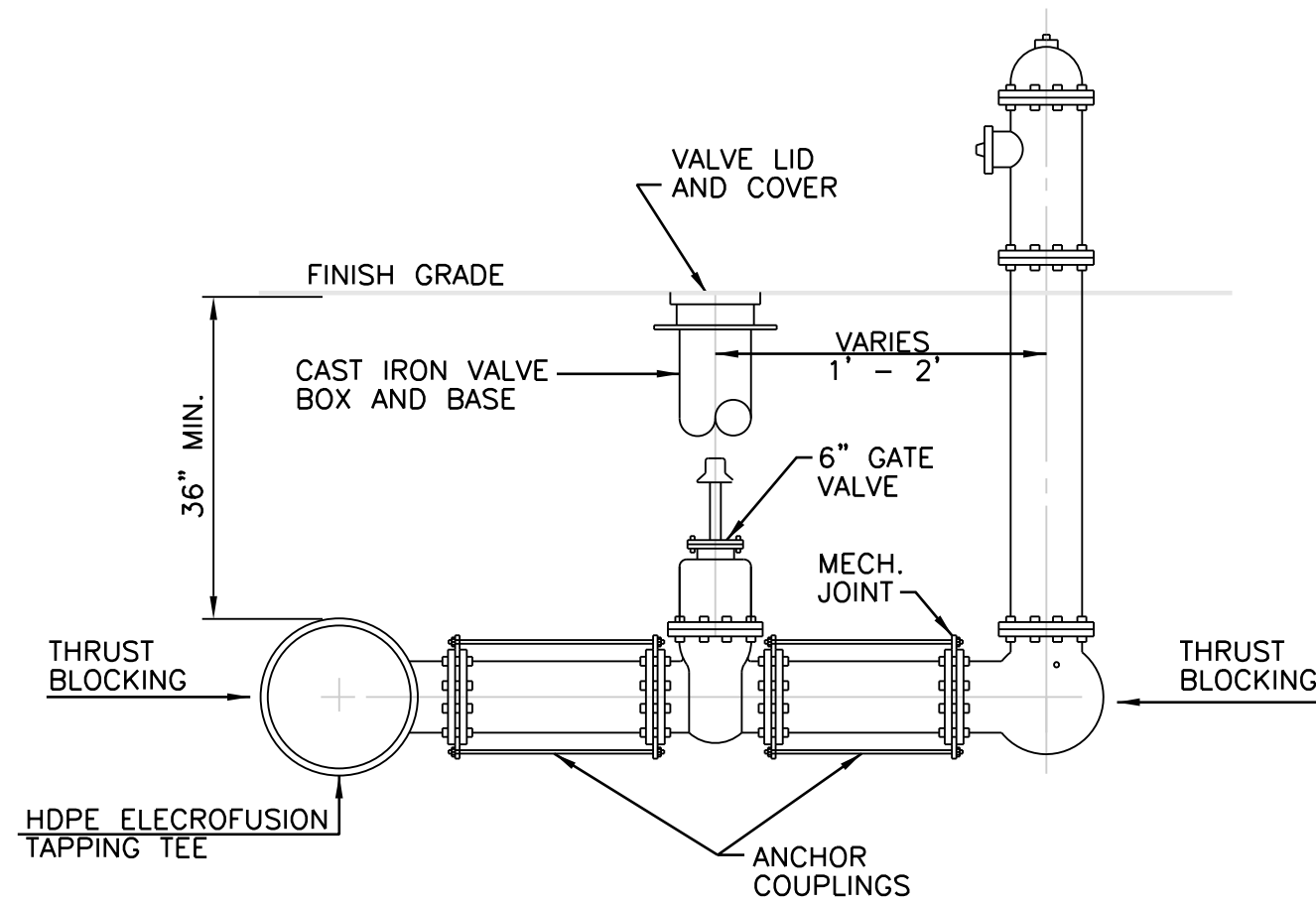
PROJ NO: P101230076
SCALE: 20" = 1"
DATE: 10/9/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:
PLAN & PROFILE
8" WATER LINE
2" WATER LINE
PLAN - CATALPA

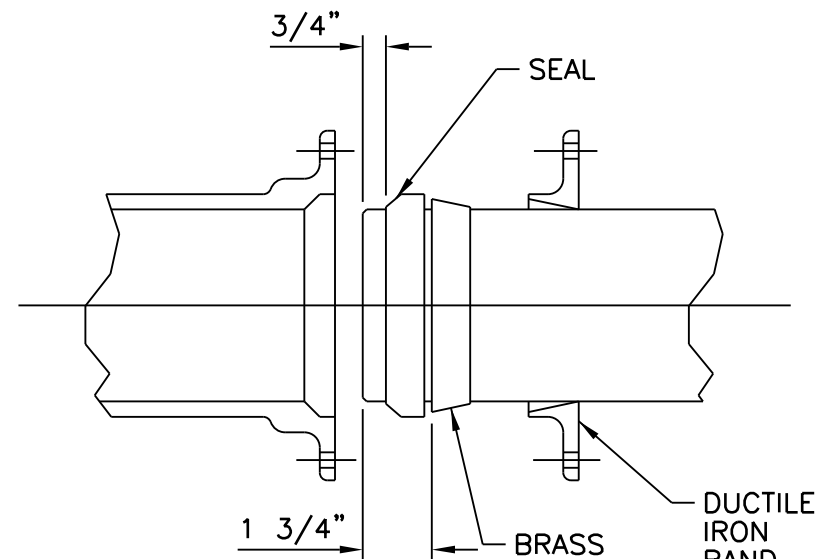
SHEET NO.
32

SHEET 32 OF 59

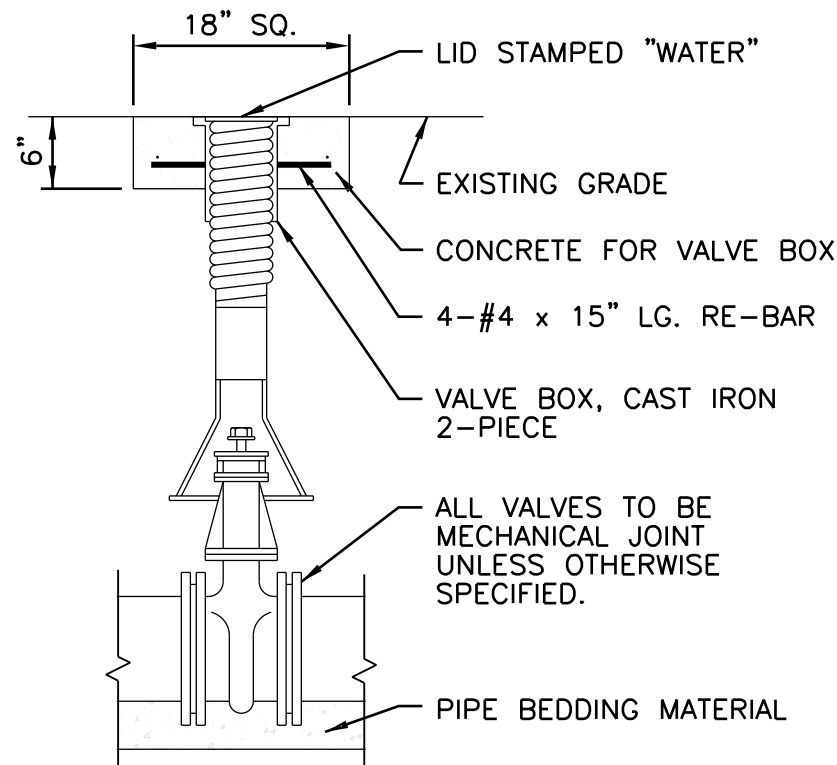
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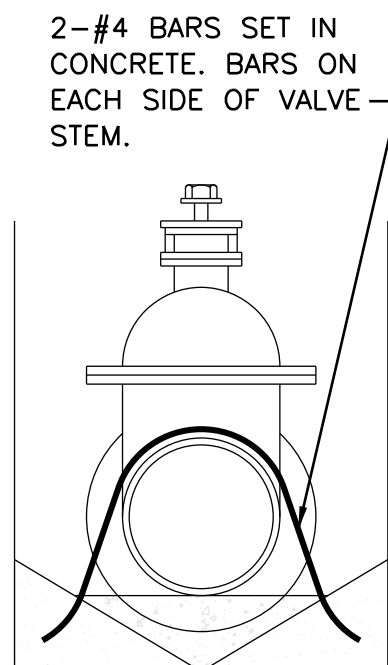
FIRE HYDRANT SETTING TYP. INSTALLATION
FIRE HYDRANT SET



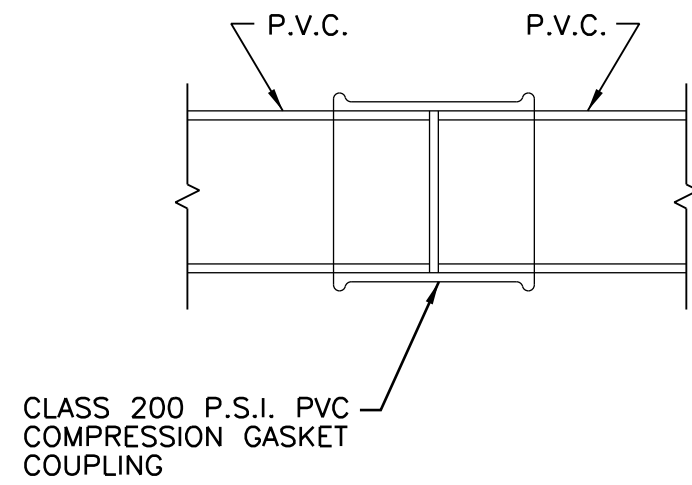
JOINT RESTRAINING SYSTEM
MIDCO PERMA-GRIP OR APPROVED EQUAL



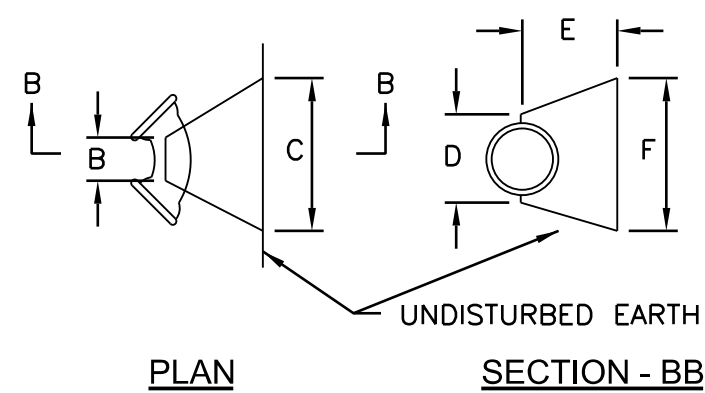
GATE VALVE & BOX



GATE VALVE ANCHOR
ALL 4" VALVES & LARGER ARE TO BE ANCHORED

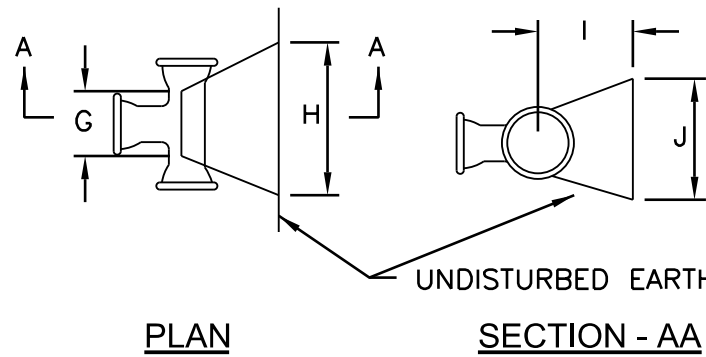


TRANSITION COUPLING DETAILS



BENDS

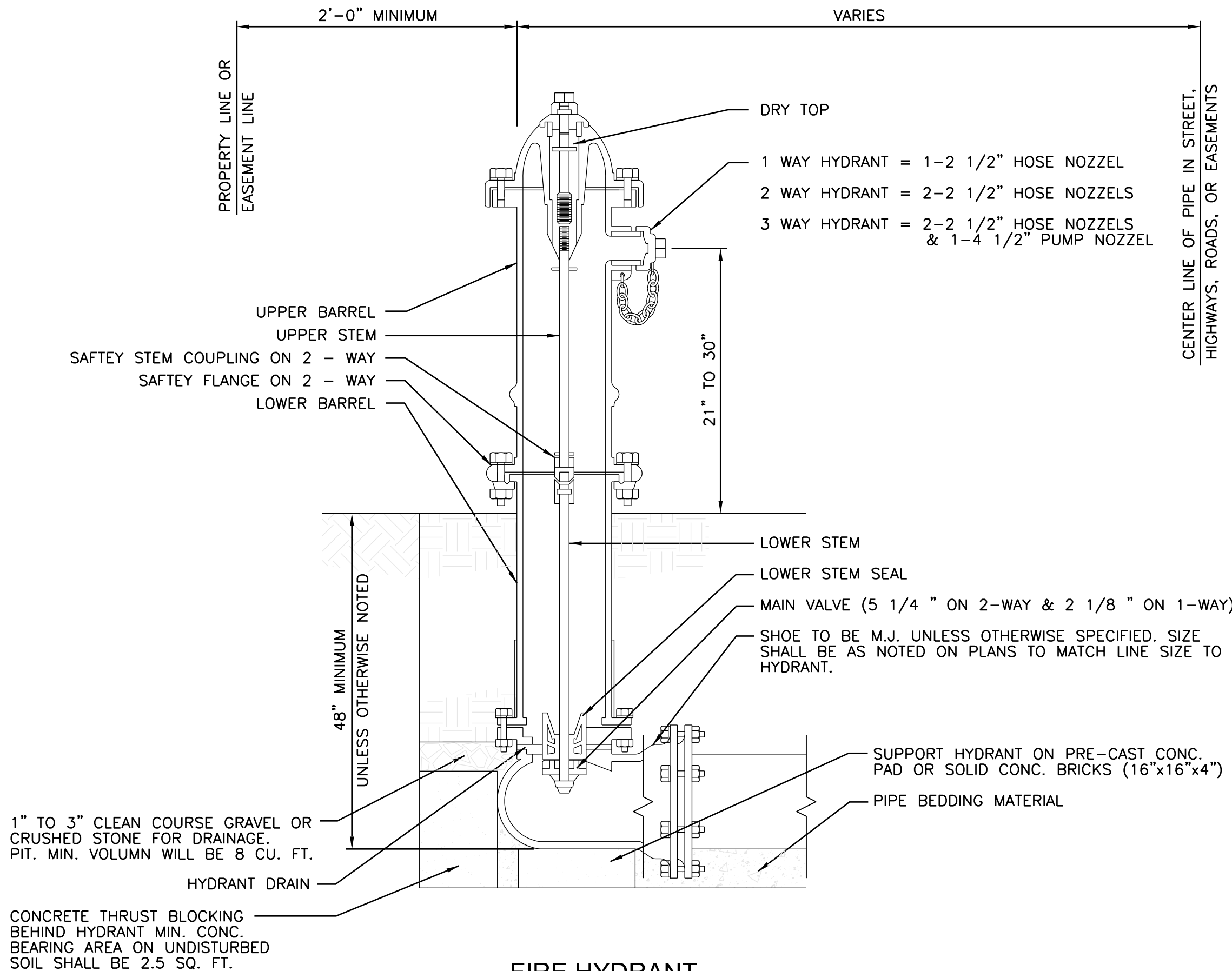
PIPE DIA.	BEND	DIM. IN INCHES					
		B	C	D	E	F	
6"	11-1/4"	8	12	12	24	12	
	22-1/2"	8	12	12	24	12	
	45"	8	18	12	24	12	
	90"	8	24	12	24	18	
8"	11-1/4"	8	12	12	24	12	
	22-1/2"	8	18	12	24	12	
	45"	8	24	12	24	18	
	90"	8	36	12	24	24	
10" & 12"	11-1/4"	8	24	12	24	12	
	22-1/2"	8	30	12	24	18	
	45"	8	36	12	24	30	
	90"	8	48	12	24	42	
14"	11-1/4"	12	24	18	24	18	
	22-1/2"	12	30	18	24	24	
	45"	12	36	18	24	36	
	90"	12	54	18	24	48	
16"	11-1/4"	12	24	18	24	18	
	22-1/2"	12	36	18	24	24	
	45"	12	48	18	24	36	
	90"	12	60	18	24	54	



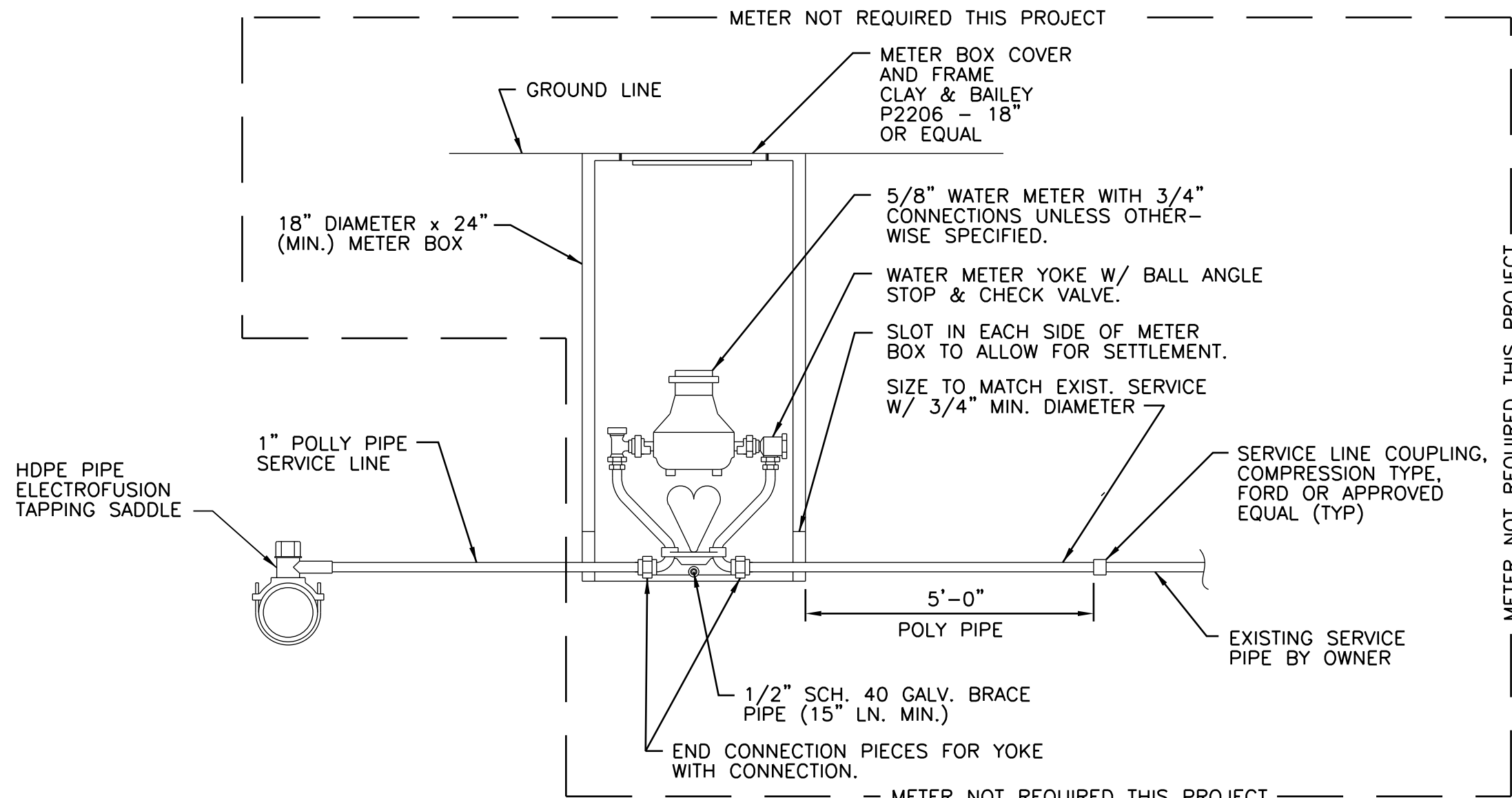
TEES

TEE SIZE	DIM. IN INCHES			
	G	H	I	J
6"	12	24	24	18
8"	12	36	24	24
10"	12	48	24	42
12"	12	48	24	42
14"	18	54	24	48
16"	18	60	24	54

HORIZONTAL THRUST BLOCKING DETAILS



FIRE HYDRANT
AMERICAN AVK, MUELLER OR KENNEDY



TYPICAL NEW METER BOX
PAY ITEM "METER SERVICE" SHALL INCLUDE THE METER, METER SETTER, METER BOX ASSEMBLY, EXCAVATION AND BACKFILL, 5" POLY PIPE, COMPRESSION COUPLINGS, SERVICE SADDLE, CORT STOP VALVE AND ALL OTHER COSTS NOT INCLUDED UNDER OTHER BID ITEMS.

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



REVISIONS:

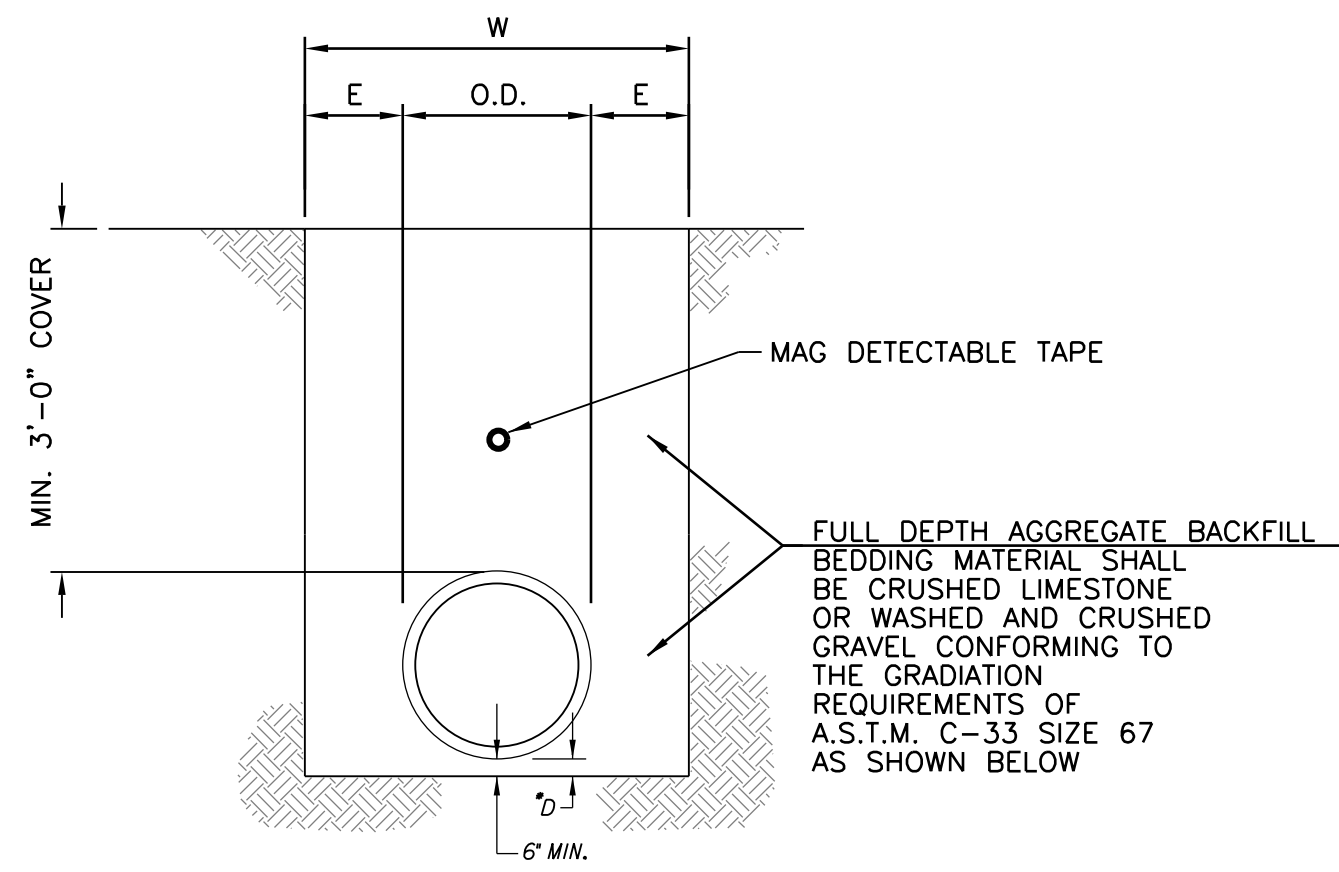
MARK	DATE	DESCRIPTION

SHEET TITLE:

WATER LINE APPURTENANCE
SHEET 1

SHEET NO.
33
SHEET 33 OF 59

CLHALL
10/9/2023 - 2:44:57 PM - pwc\\leg-pw\\m01-1a-e\\transyscorp-pw\\1Documents\\Projects_2023\\KC101101230076\\Road\\Standard Sheets\\C-0076-WAP2.dgn

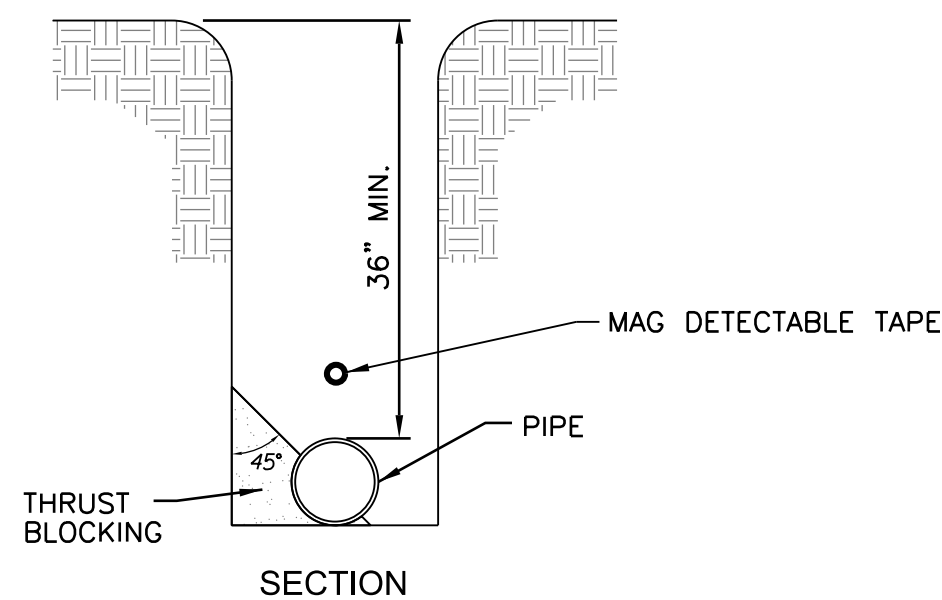
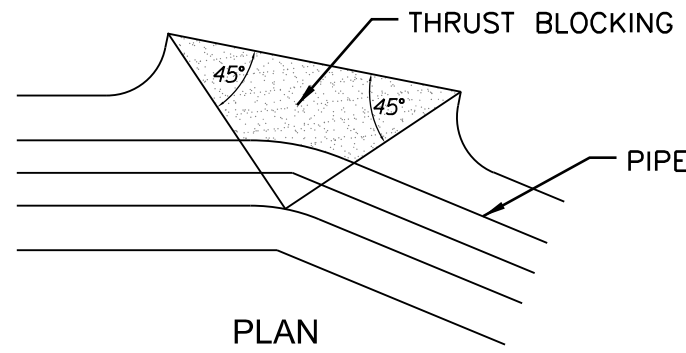


NOTE: W = TRENCH WIDTH
W = O.D. + 2E
E = 9" (6" TO 24" PIPE)

PASSING	1 INCH SIEVE	100%
PASSING	3/4 INCH SIEVE	90 - 100%
PASSING	3/8 INCH SIEVE	20 - 55%
PASSING	NO. 4 SIEVE	0 - 10%
PASSING	NO. 8 SIEVE	0 - 5%

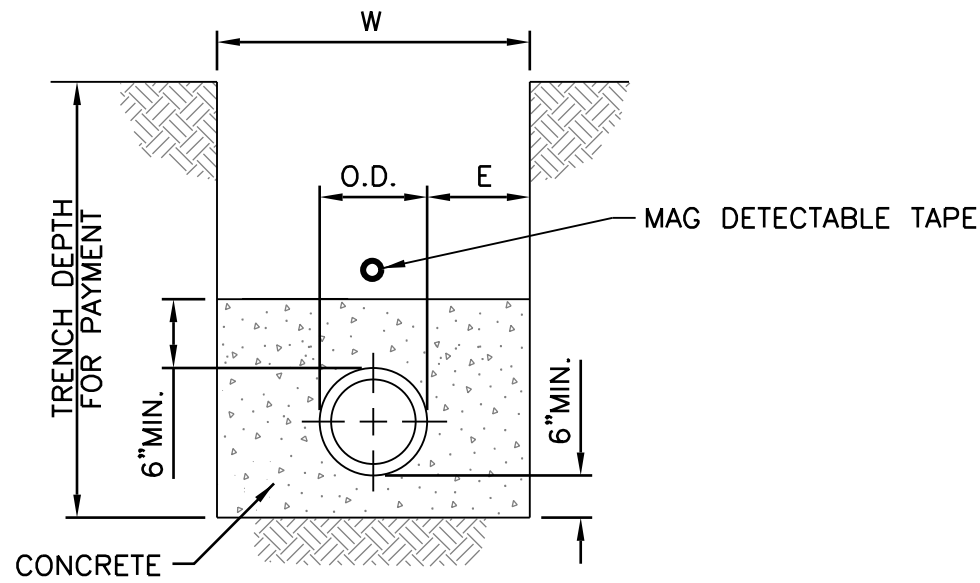
STANDARD WATERLINE TRENCH & BEDDING DETAIL

BLOCKING TO BEAR ON UNDISTURBED SOIL.



BLOCK BEARING AREA					
PIPE SIZE	22	1/2"	45"	90"	"T" & VALVE OR PLUG
2"	0.25	SQ. FT.	0.5	SQ. FT.	0.9
4"	1.65	SQ. FT.	1.3	SQ. FT.	2.3
6"	2	SQ. FT.	4	SQ. FT.	7
8"	4	SQ. FT.	8	SQ. FT.	12
10"	6	SQ. FT.	11	SQ. FT.	20

THRUST BLOCKING DETAIL

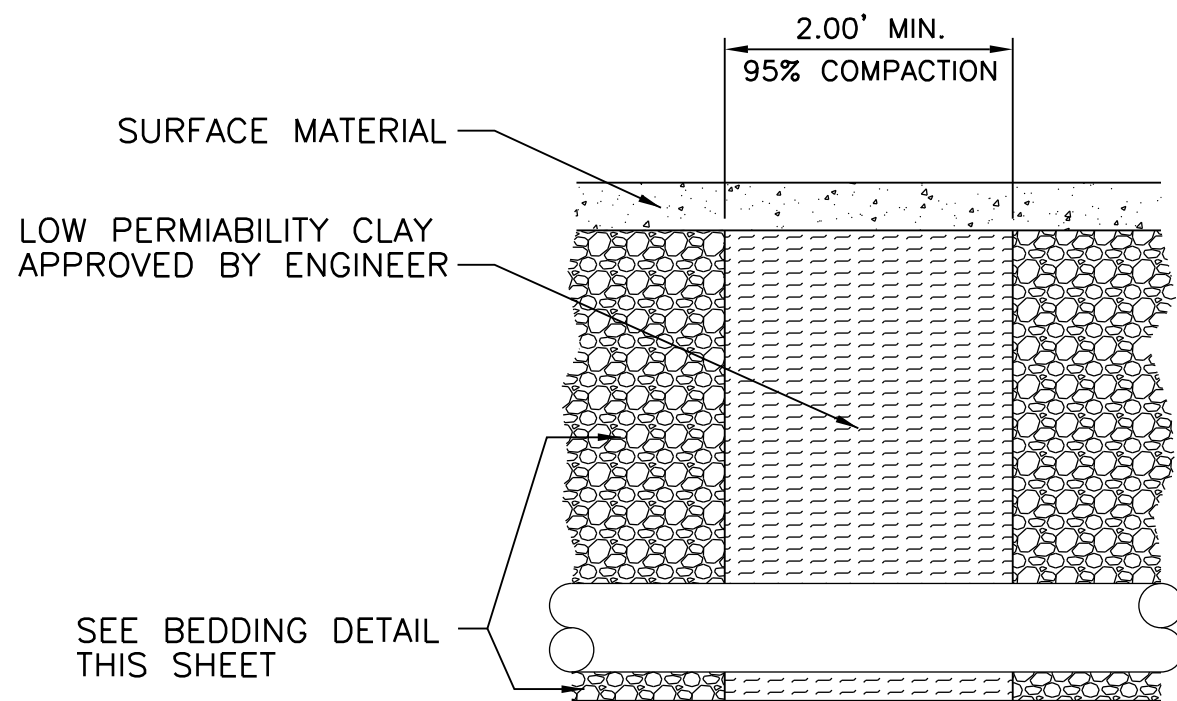


NOTE: W = TRENCH WIDTH
W = O.D. + 2E
E = 9" (6" TO 24" PIPE)

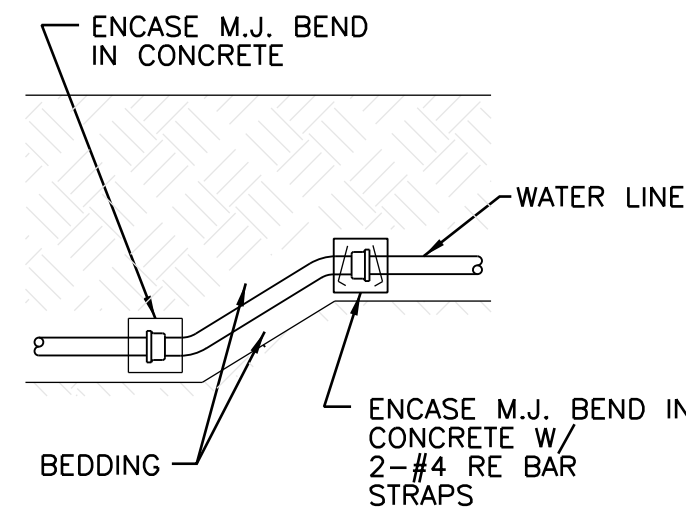
MIN. DEPTH OF BEDDING FOR DUCTILE IRON
PIPE 1/8" PIPE DIAMETER. FOR P.V.C. PIPE,
BEDDING SHALL EXTEND TO 6" OVER TOP OF PIPE.

FOR CONCRETE ENCASEMENTS GREATER THAN 20
FEET IN LENGTH, PLACE FOUR #3 REINFORCING BARS
SPACED EVENLY AROUND THE PERIMETER OF THE
WATER OR SEWER LINE PIPE. IF OVERLAPPING IS
NECESSARY, USE A 6 INCH OVERLAP LENGTH.

CONCRETE ENCASEMENT



TRENCH PLUG



SECTION VIEW OF VERTICAL TRANSITION THRUST BLOCKING

THRUST BLOCKING IS SUBSIDIARY TO OTHER PAY
ITEMS. WRAP ENTIRE AREA WITH PLASTIC PRIOR
TO PLACING CONCRETE

WATER LINE QUANTITIES

ITEM	DESCRIPTION	QUANTITY	UNIT
1.	CONNECT TO EXISTING 6" WATER LINE	4	EA
2.	CONNECT TO EXISTING 8" WATER LINE	1	EA
3.	2" POLY WATER LINE	1471	LF
4.	6"x2" TAPPING SADDLE AND VALVE	3	EA
5.	8"x2" TAPPING SADDLE AND VALVE	1	EA
6.	6"x6"x8" TEE	1	EA
7.	6" SOLID SLEEVES	2	EA
8.	6" GATE VALVE	1	EA
9.	8"x8"x8" TEE	1	EA
10.	8"x8"x6" TEE	1	EA
11.	8" WATER LINE	802	LF
12.	8" GATE VALVE	3	EA
13.	8" 90 DEG BEND	1	EA
14.	8" 45 DEG BEND	6	EA
15.	8" 22.5 DEG BEND	4	EA
16.	8" SOLID SLEEVES	2	EA
17.	3-WAY FIRE HYDRANT SET	1	EA
18.	CONCRETE ENCASEMENT	20	LF

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



REVISIONS:

PROJ NO: P101230076

SCALE: NTS

DATE: 10/9/2023

DESIGNED BY: SDT

DRAWN BY: CLH

CHECKED BY: SDT

SHEET TITLE:

WATER LINE
APPURTENANCE
SHEET 2
& QUANTITIES

SHEET NO.

34

SHEET 34 OF 59

CURB & GUTTER COMBINED (AE)		
STATION TO STATION	SIDE	L.F.
9+69.00 – 13+04.98	LT	358
9+69.00 – 9+86.07	RT	33
9+91.65 – 13+04.98	RT	319
49+69.00 – 51+26.05	LT	170
49+69.00 – 51+27.59	RT	187
51+33.95 – 56+04.41	LT	458
51+32.41 – 56+04.67	RT	487
TOTALS		2012

SIDEWALK CONSTRUCTION (4")(AE)		
STATION TO STATION	SIDE	S.Y.
9+64.00 – 12+97.07	LT	198
9+64.00 – 12+99.02	RT	199
801+94.18 – 804+47.77	CL	143
49+64.00 – 55+98.00	LT	350
49+64.00 – 55+98.37	RT	381
800+10.00 – 801+37.76	CL	72
TOTAL		1343

SIDEWALK RAMP		
STATION	SIDE	S.Y.
12+94.69	LT	5
12+94.69	RT	5
55+94.05	LT	5
55+94.05	RT	5
TOTAL		20

FLOWABLE FILL		
STATION	LOCATION	C.Y.
1006+30.24	18" HDPE	3.9
1007+97.23	12" CMP	0.7
TOTAL		4.6

AGGREGATE BASE (AB-3)(4")			
LOCATION	SIDE	TYPE	S.Y.
9+64.00 – 12+99.90	LT	SIDEWALK	203
9+64.00 – 12+99.02	RT	SIDEWALK	204
801+94.18 – 804+47.77	℄	SIDEWALK	143
49+64.00 – 55+98.00	LT	SIDEWALK	355
49+64.00 – 55+98.37	RT	SIDEWALK	386
800+10.00 – 801+37.76	℄	SIDEWALK	72
TOTAL			1363

AGGREGATE BASE (AB-3)(6")			
LOCATION	SIDE	TYPE	S.Y.
9+68.00 – 13+14.13	℄	MAINLINE	1397.6
13+13.71 – 13+23.71	LT	PATCH	4.5
13+14.03 – 13+25.03	RT	PATCH	4.9
49+68.00 – 56+14.51	℄	MAINLINE	2468.2
56+14.03 – 56+25.03	LT	PATCH	4.9
507+93.24 – 508+03.89	℄	PATCH	6.5
1008+08.50	RT	PATCH	6.7
TOTAL			3893.3

6" HMA COMM. GRADE (SM-12.5A)(PG 70-28)			
LOCATION	SIDE	TYPE	TON
9+71.00 – 13+14.13	℄	MAINLINE	446.3
13+13.71 – 13+23.71	LT	PATCH	1.7
13+14.03 – 13+25.03	RT	PATCH	1.9
49+71.00 – 56+14.51	℄	MAINLINE	782.2
56+14.03 – 56+25.03	LT	PATCH	1.9
507+93.24 – 508+03.89	℄	PATCH	2.5
1008+08.50	RT	PATCH	2.6
TOTAL			1239.1

UNIT WEIGHT OF HMA = 156ILS./cu.ft. (10% CONTINGENCY)

FENCE (SPECIAL)(REMOVE AND RESETTNG)				
STATION REMOVE		STATION RESET		L.F. REMOVED
1000+28.75	9.84' RT	1000+28.82	25.00' RT	144
1001+36.22	3.93' RT	1001+32.62	25.00' RT	
				104
TOTAL				LSUM

[illegible]

SEE SHEET 17 FOR SLOPE PROTECTION QUANTITIES
SEE SHEET 23 FOR STORM SEWER QUANTITIES
SEE SHEET 27 FOR SANITARY SEWER QUANTITIES
SEE SHEET 34 FOR WATER LINE QUANTITIES
SEE SHEET 36 FOR TEMPORARY EROSION CONTROL & SEEDING QUANTITIES

TRANSYSTEMS

1115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS

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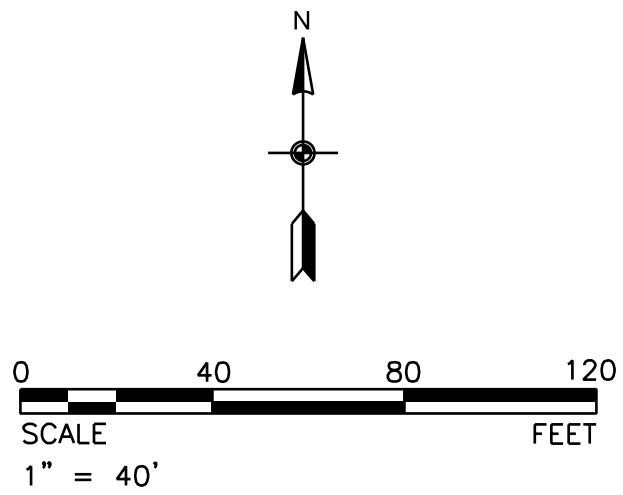
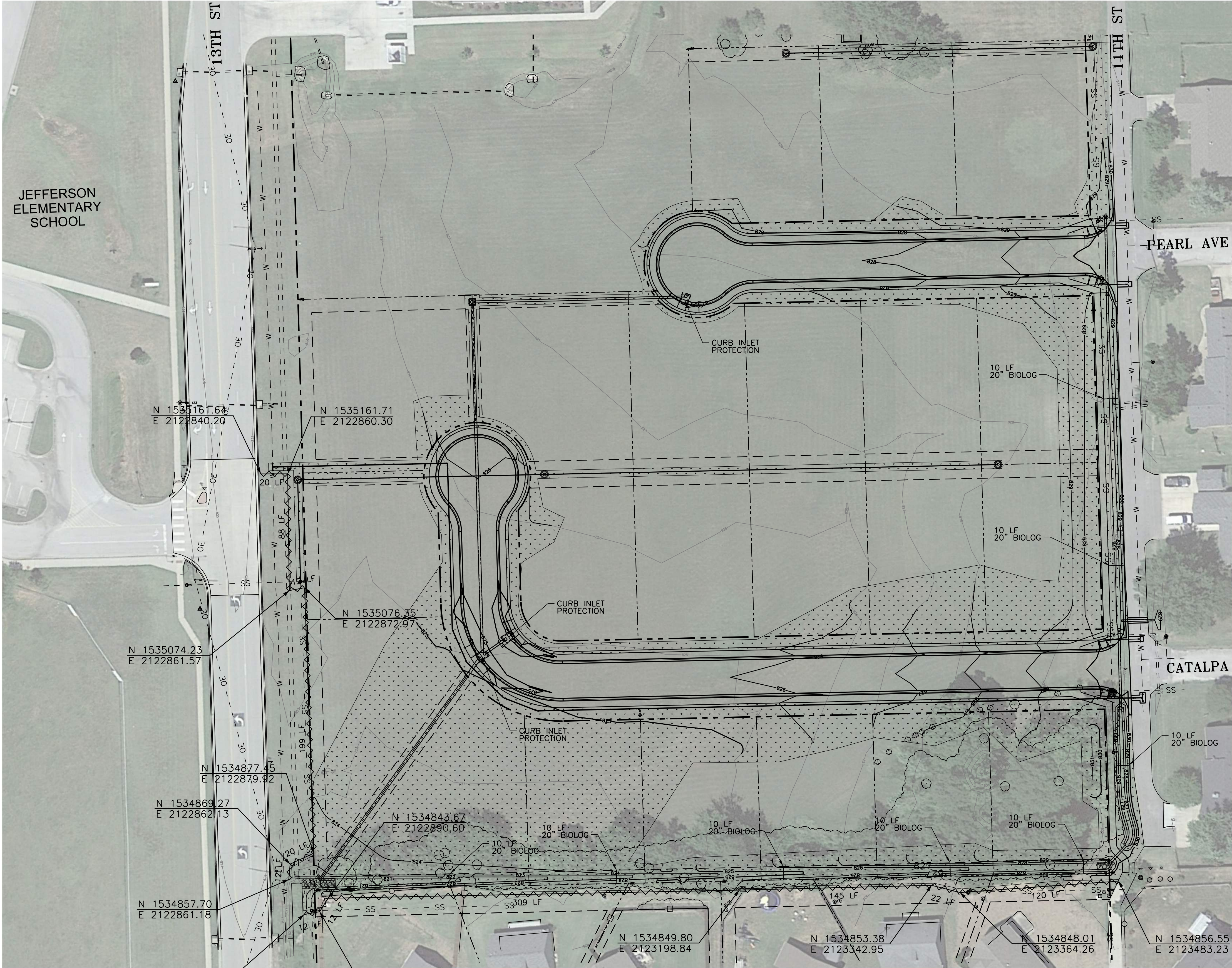
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SCALE: N/A
DATE: 10/9/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:

SUMMARY OF QUANTITIES

SHEET NO.
35
SHEET 35 OF 59

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SUMMARY OF SEEDING AND EROSION CONTROL

ITEM	QUANTITY	UNIT
Seeding	1	LSUM
Erosion Control	1	LSUM

"Seeding" and "Erosion Control" shall each be paid for by the LUMP SUM. All disturbed areas shall be seeded, fertilized, and mulched at the listed rate per acre.
Fertilizer (15-30-15) at 100 lbs./acre
Seed (Turf-Type Tall Fescue Seed Blend) at 180 lbs./acre

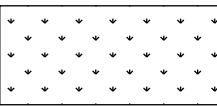
Refer to KDOT standard specification Division 900, Section 904 "Seeding" for additional information.

Seeding in ditch shall include Erosion Control Class 2 flexible channel liner.

ESTIMATE OF QUANTITIES
- FOR INFORMATION ONLY -

ITEM	QUANTITY	UNIT
Fertilizer (15-30-15)	300	LB
Seed (Turf-Type Tall Fescue Seed Blend)	540	LB
Erosion Control (Class 2, Type F)	900	SY
Biodegradable Log (20")	80	LF
Filter Sock (9")	24	LF
Silt Fence	971	LF

LEGEND

-  SILT FENCE
-  SEEDING AREA

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
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CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



REVISIONS:

MARK	DATE	DESCRIPTION

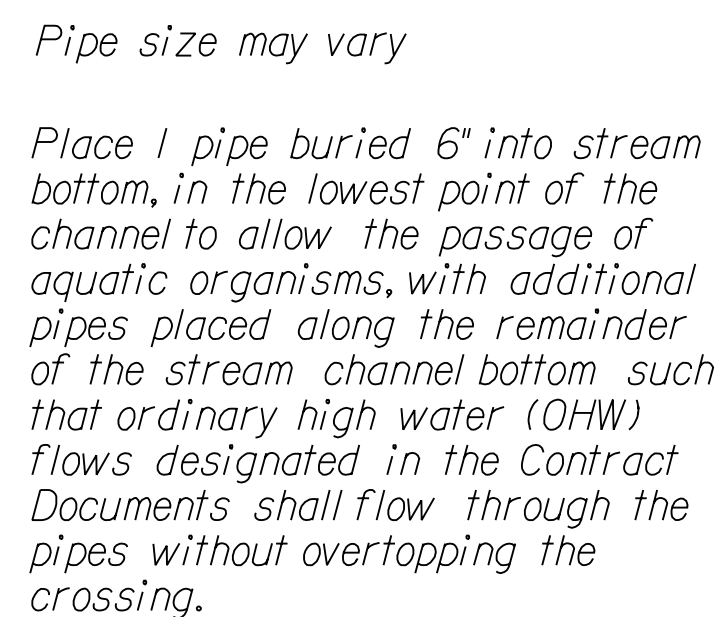
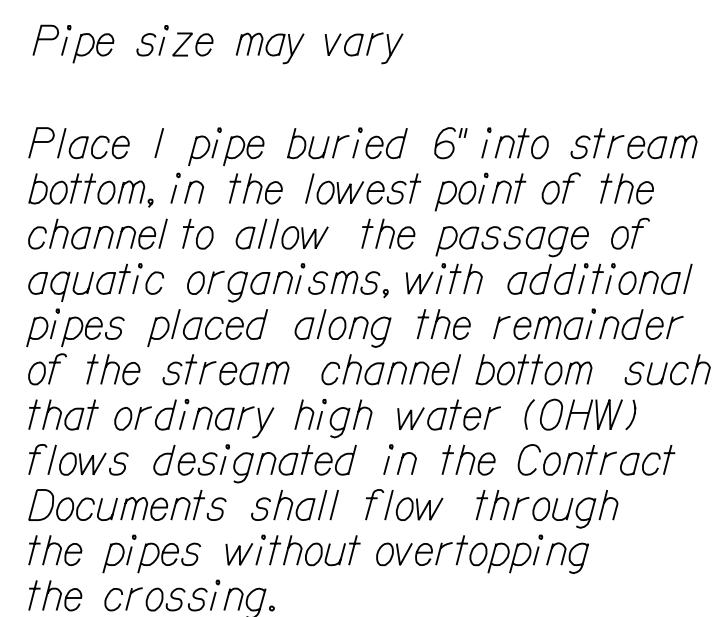
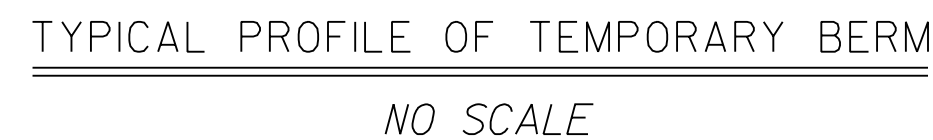
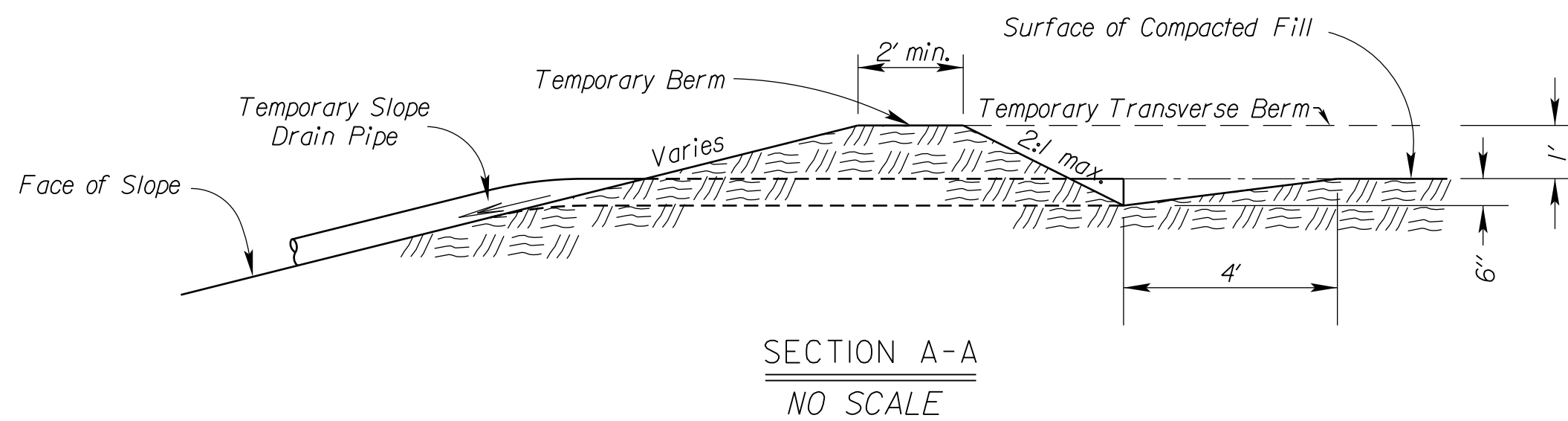
SHEET TITLE:

SEEDING
& EROSION
CONTROL

SHEET NO.

36

SHEET 36 OF 59



See KDOT Specifications for
more information

See *KDOT Specifications* for
more information

TRANSYSTEMS
115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

**JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS**

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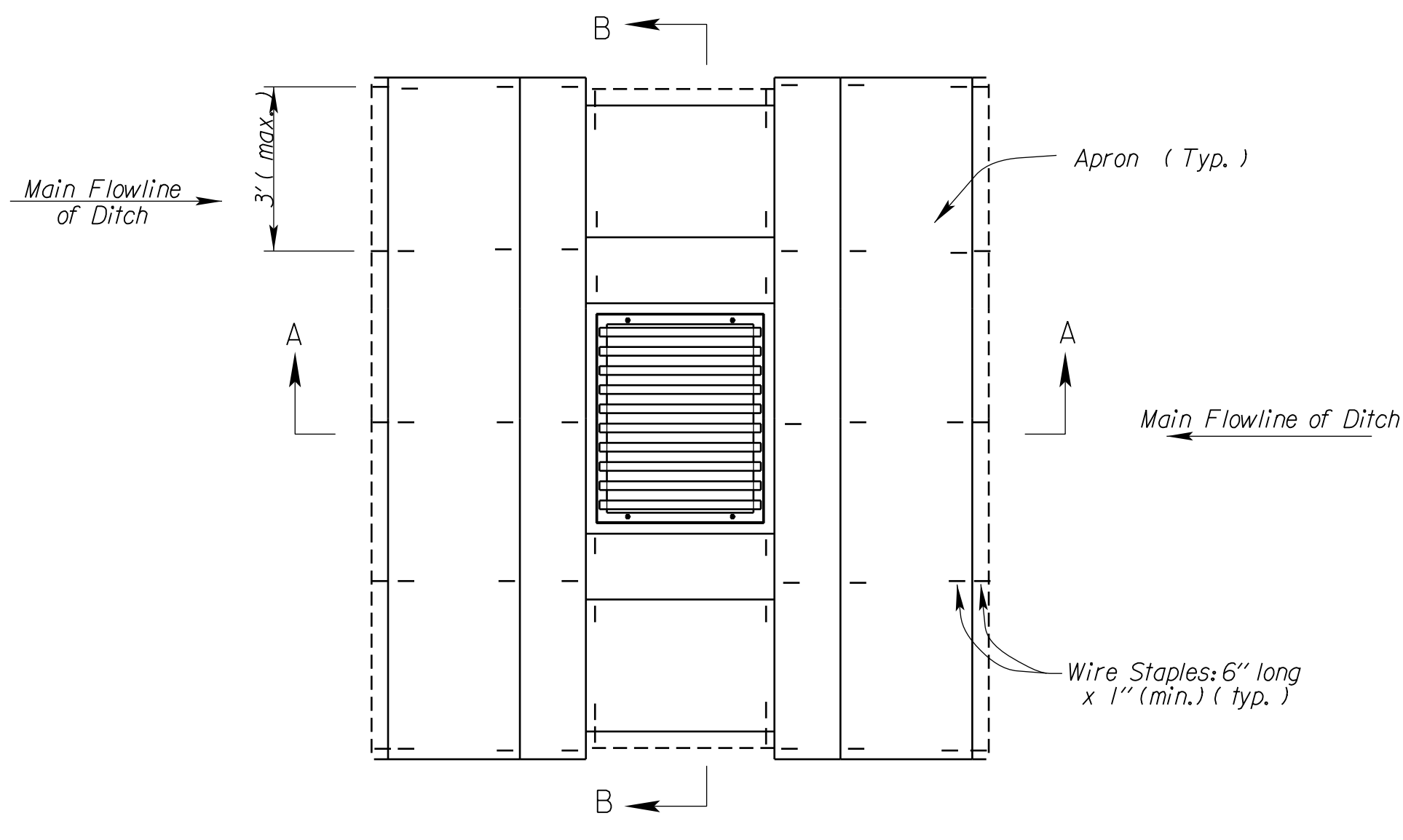
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SCALE: N/A
DATE: 10/9/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:
T.E.P.C. SLOPE DRAIN STREAM CROSSING AGG OR BLOCK

SHEET NO.
37
SHEET 37 OF 59

T.E.P.C. (Temporary Erosion & Pollution Control)

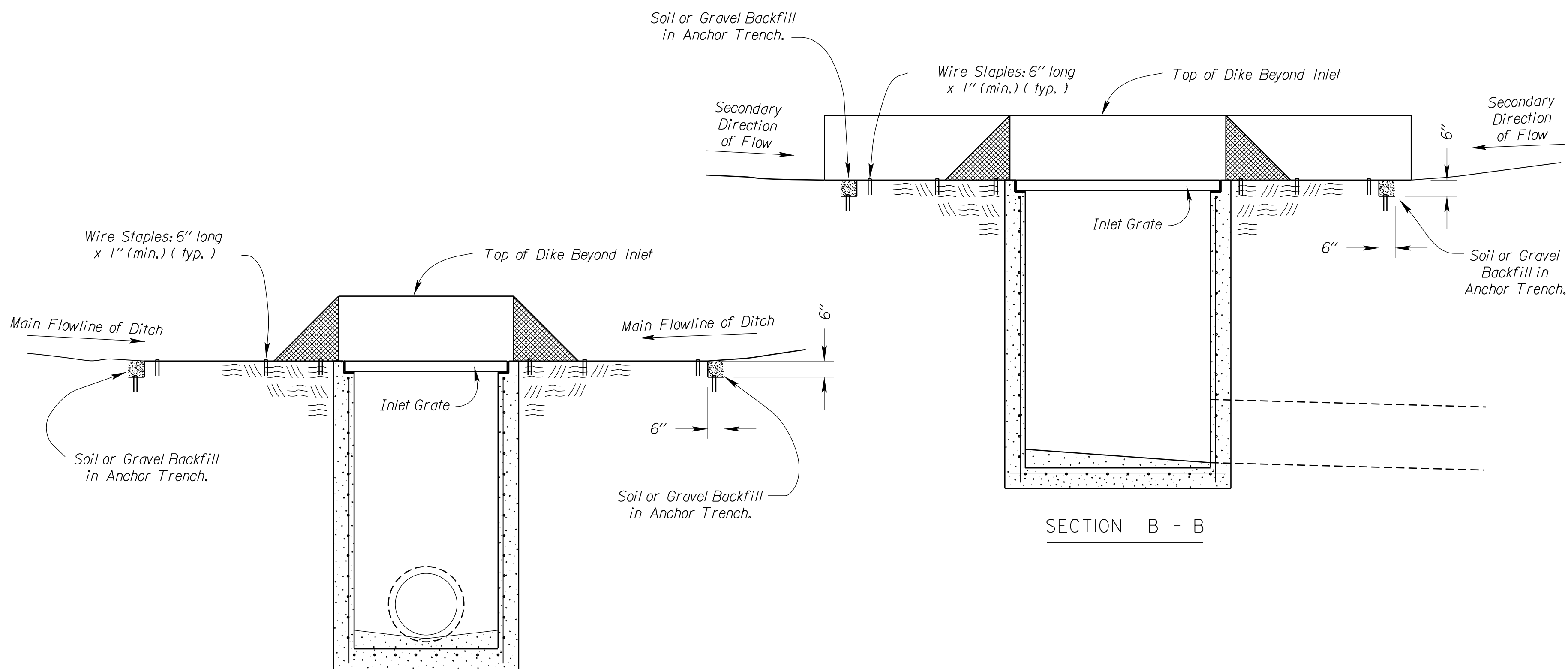
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PLAN

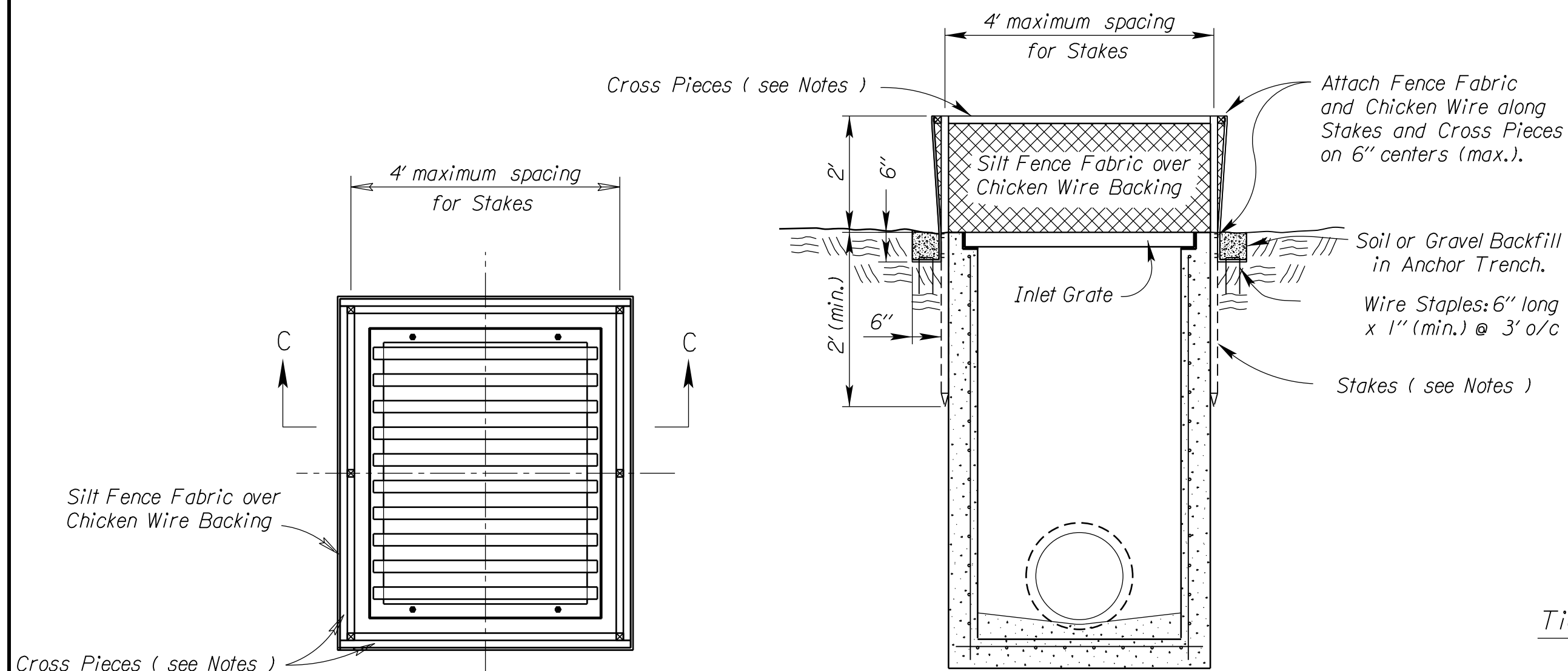
TEMPORARY INLET SEDIMENT BARRIER
(TRIANGULAR SILT DIKE METHOD)

NO SCALE



SECTION A - A

SECTION B - B



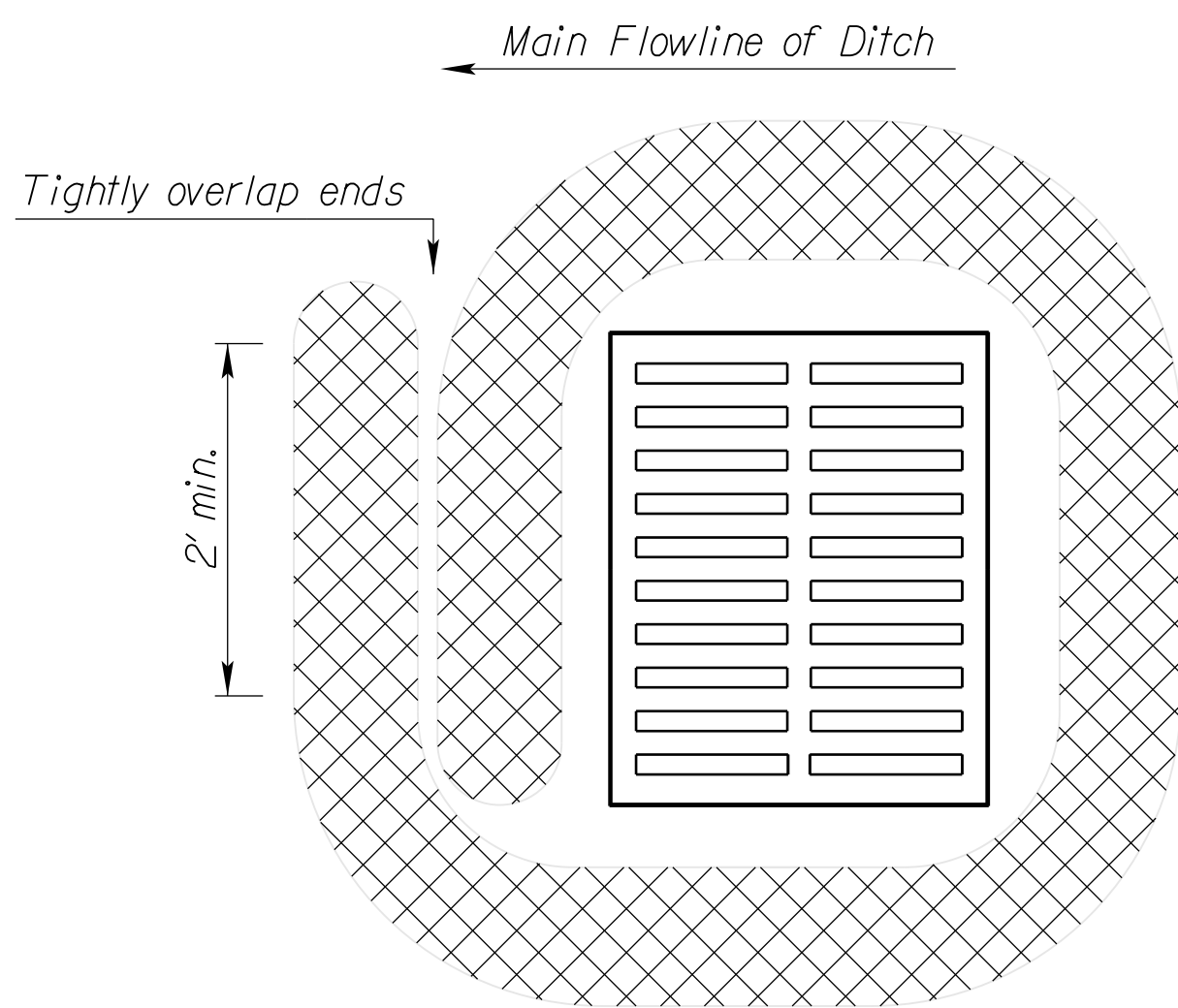
PLAN

TEMPORARY INLET SEDIMENT BARRIER
(SILT FENCE METHOD)

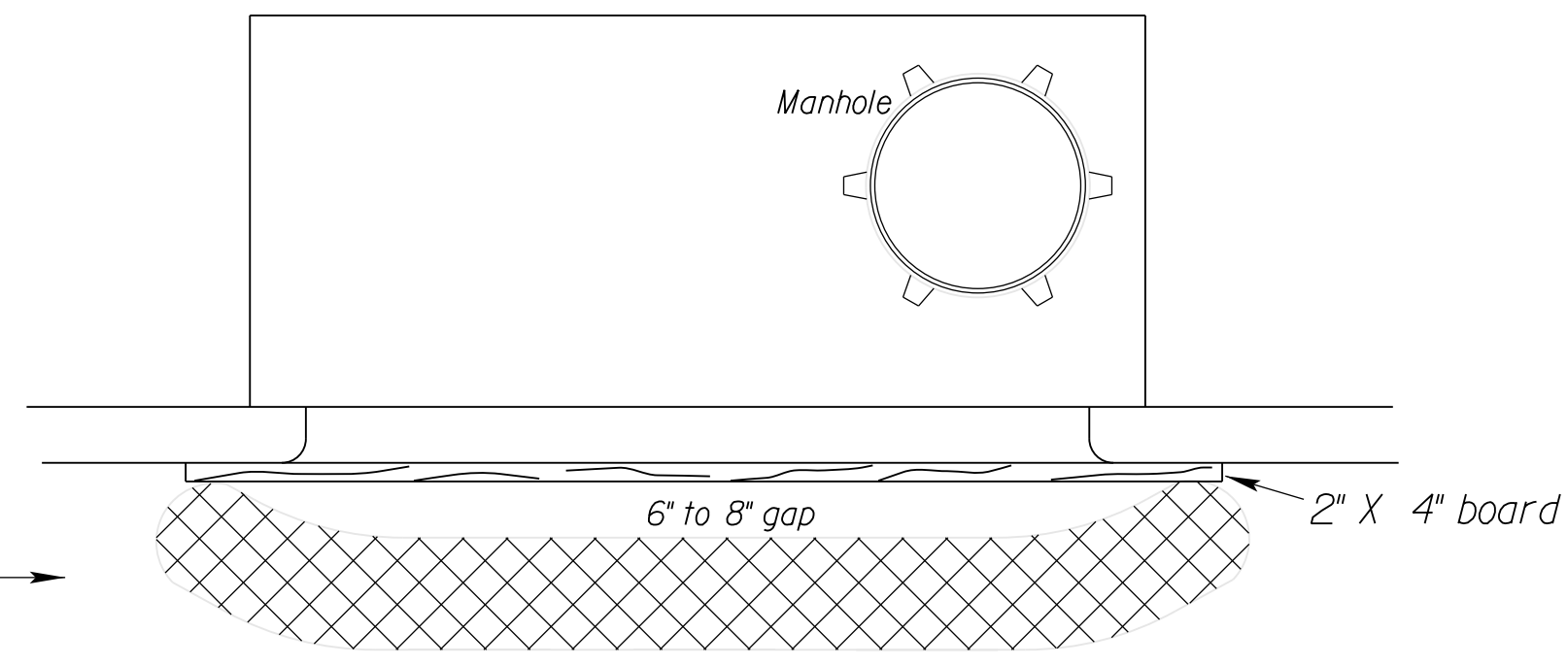
NO SCALE

SILT FENCE:

1. Stakes shall be 4' (min.) long and of one of the following materials:
 - a. Hardwood - 1 3/16" x 1 3/16";
 - b. Southern Pine (No. 2) - 2 5/8" x 2 5/8";
 - c. Steel U, T, L, or C Section - .95 lbs. per 1'-0"; or
 - d. Synthetic - same strength as wood stakes.
2. Cross pieces shall be of same material as stakes.
3. Attach fence fabric securely on 6" centers (max).
4. Use of high flow material is acceptable.
5. Refer to plan sheets to estimate the length of silt fence required.



BIODEGRADABLE LOG/FILTER SOCK
DROP INLET PROTECTION



CURB INLET PROTECTION

1. If multiple gravel bags are required, place them in such a way that no gaps are evident.
2. Height of bags (8" minimum diameter) must not be above top of curb.
3. Alternative products may be used other than gravel bags such as the "Gutter Buddy". Products must be approved by the Engineer.
4. Curb inlet protection will be measured and paid for as Filter Sock.

Material Requirements

Use 100% shredded mulch or other non-compost biodegradable material as fill for logs.

No compost or fines.

No hay or straw.

Do not use material which prohibits water infiltration.

Log Mesh:

Use mesh with 1/4" openings or larger. Mesh must allow water infiltration but also hold fill material in place.

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-445-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



REVISIONS:

MARK	DATE	DESCRIPTION

PROJ NO: P101230076

SCALE: N/A

DATE: 10/9/2023

DESIGNED BY: SDT

DRAWN BY: CLH

CHECKED BY: CCB

SHEET TITLE:

T.E.P.C.
INLET SEDIMENT
BARRIER & INLET
PROTECTION

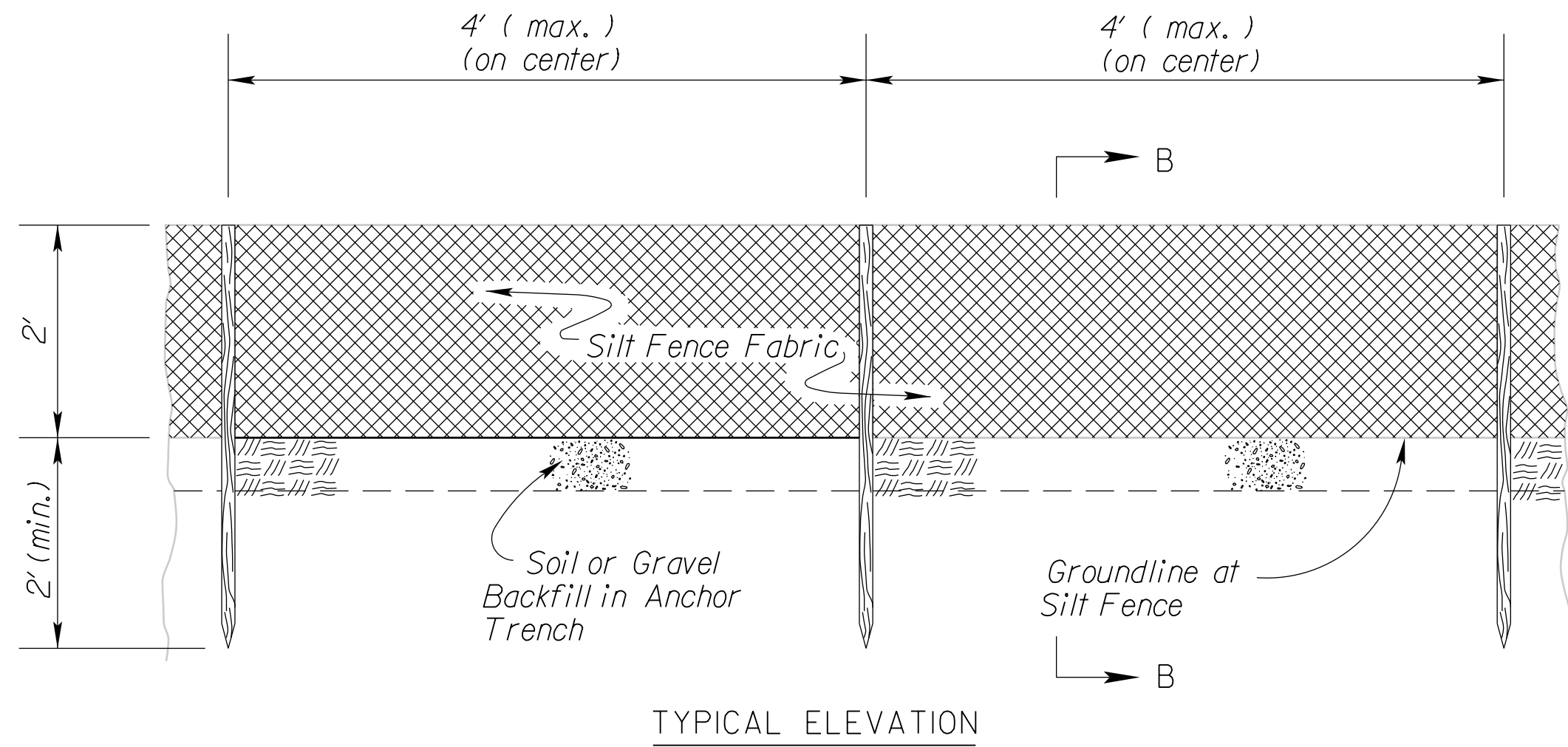
SHEET NO.

38

SHEET 38 OF 59

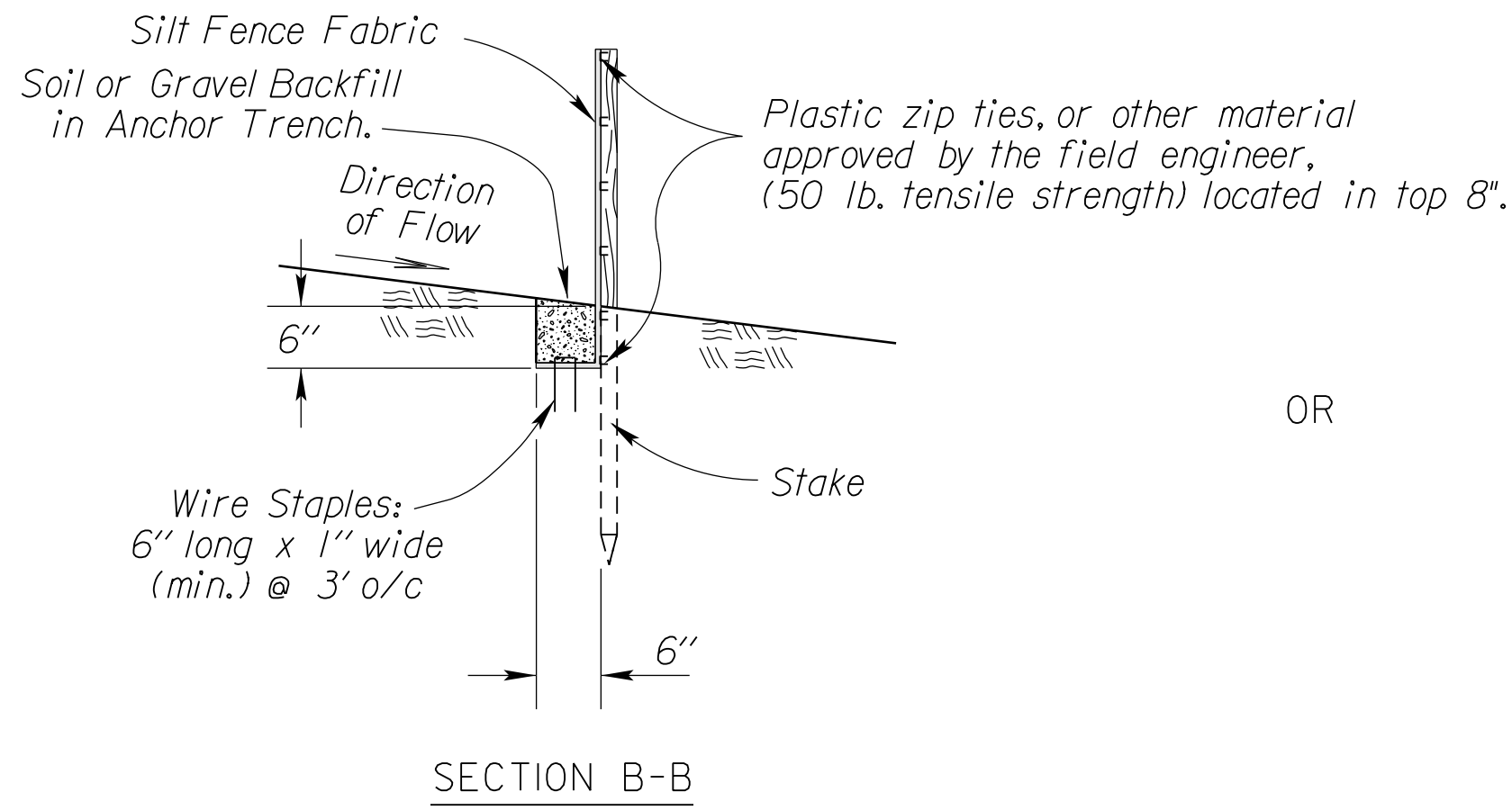
T.E.P.C. (Temporary Erosion & Pollution Control)

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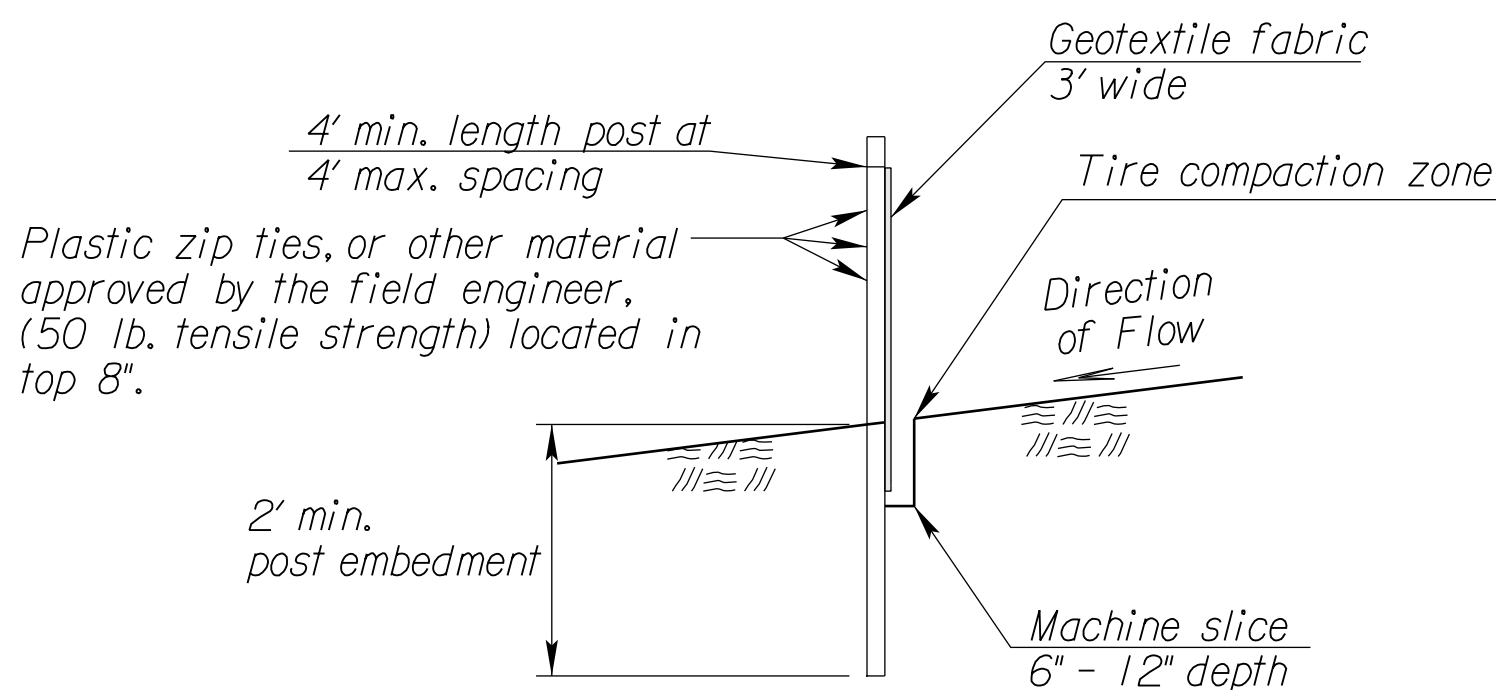


TYPICAL ELEVATION

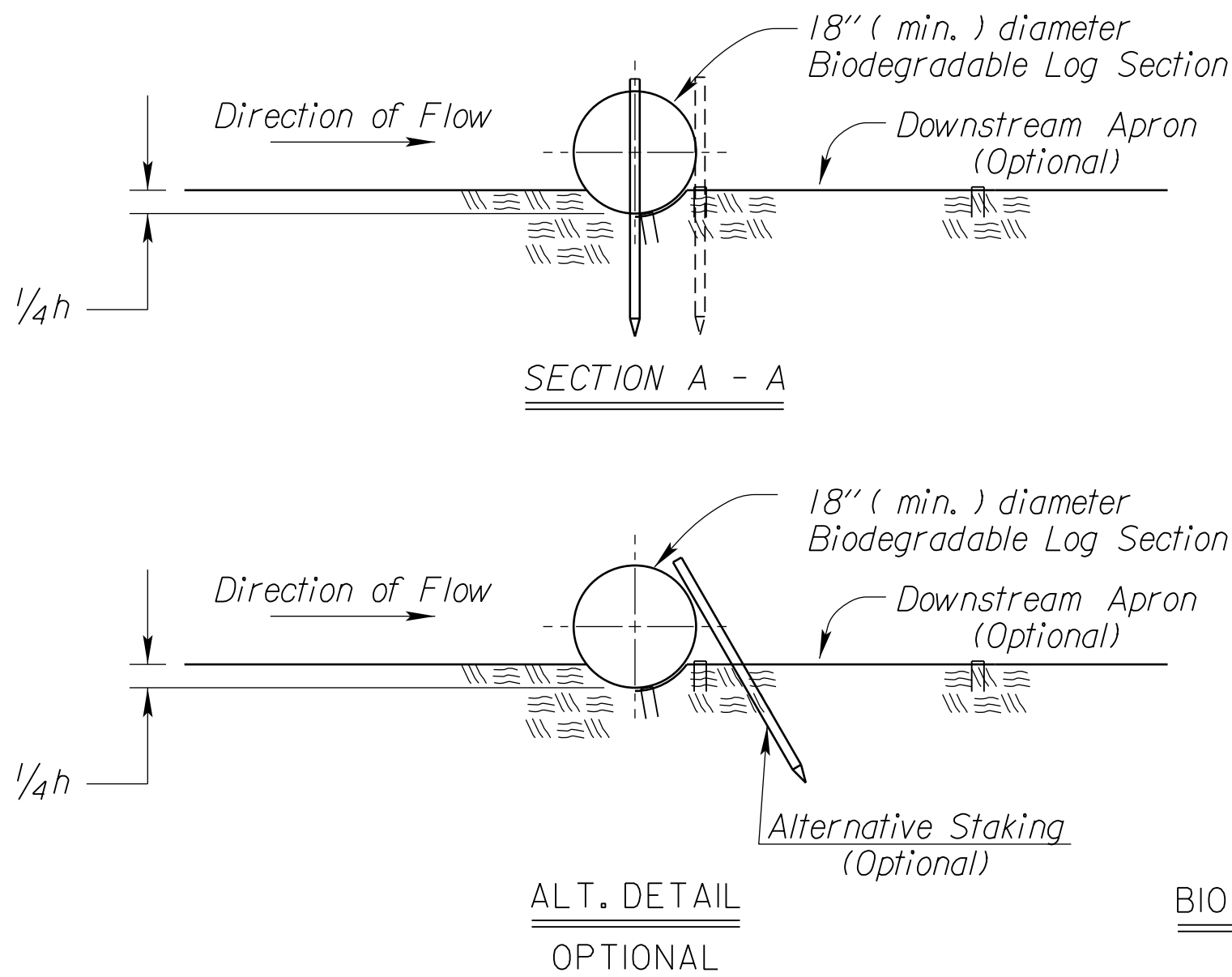
SILT FENCE BARRIER
NO SCALE



SECTION B-B

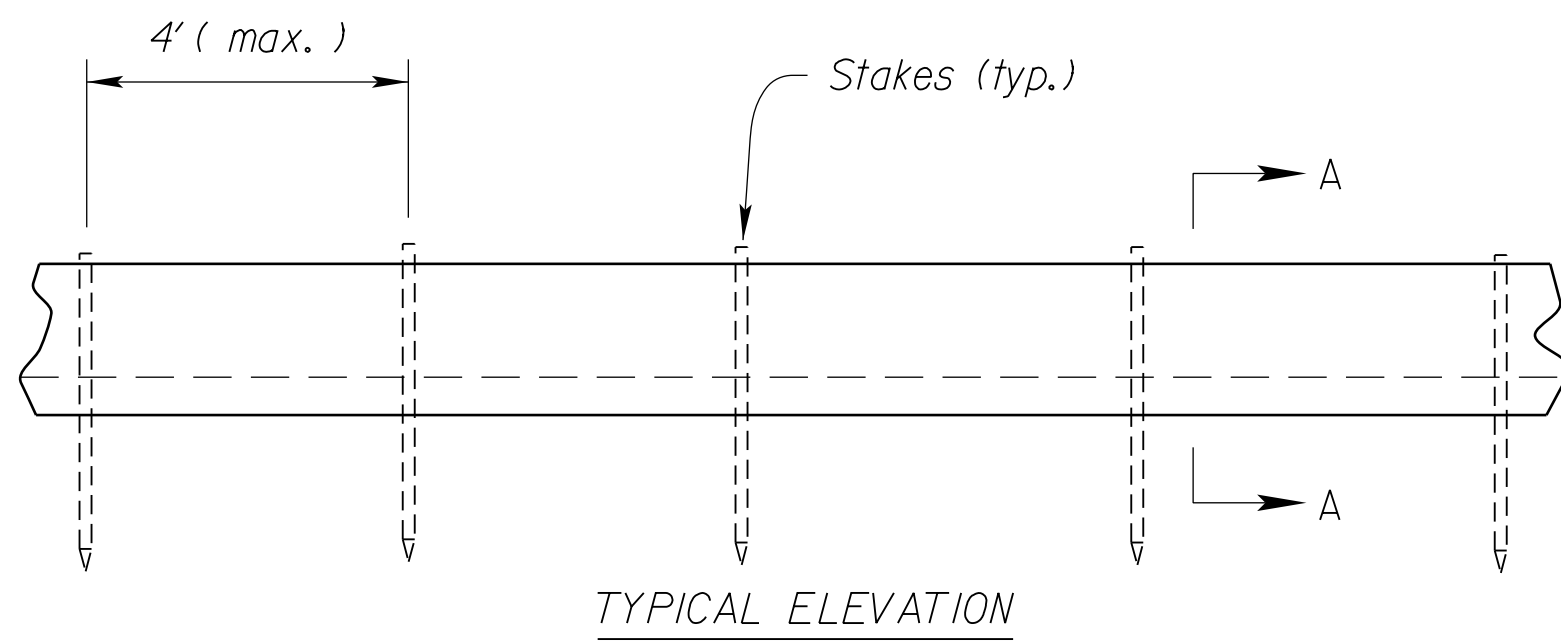


SECTION B-B



SECTION A - A

ALT. DETAIL
OPTIONAL



TYPICAL ELEVATION

BIODEGRADABLE LOG SLOPE INTERRUPTIONS
OR Filter Sock

INSTALLATION NOTES

SILT FENCE:

- Stakes shall be 4' (min.) long and of one of the following materials:
 - Hardwood - 1 3/16" x 1 3/16";
 - Southern Pine (No. 2) - 2 5/8" x 2 5/8";
 - Steel U, T, L, or C Section - .95 lbs. per 1'-0"; or
 - Synthetic - same strength as wood stakes.
- Attach fence fabric with 3 zip ties within the top 8" of the fence. Alternate attachment methods may be approved by the Engineer on a performance basis.
- Use of high flow material is acceptable.
- Refer to plan sheets to estimate the length of silt fence required.

BIODEGRADABLE LOG OR FILTER SOCK

- Place biodegradable logs or filter sock tightly together minimum overlap of 18".
- Wood stakes shall be 2" x 2" (nom.).
- Refer to plan sheets to estimate length of biodegradable log and filter sock required.
- Each log or sock (except compost filter socks) should be keyed into the ground at a minimum of 25% of its height. Compost filter socks should be placed on smooth prepared ground with no gaps between the sock and soil.
- Length of stakes should be 2 times the height of the log at a minimum with minimum ground embedment equal to the height of the log / sock.

Biodegradable Log or Filter Sock Slope Interruptions

		PRODUCT		
		9" Sediment Log or 8" Filter Sock (ft)	12" Sediment Log or 12" Filter Sock (ft)	20" Sediment Log or 18" Filter Sock (ft)
Slope Gradient	≤4H:IV	40	60	80
	3H:IV	30	45	60

Deviations should be approved by the Field Engineer.

BIODEGRADABLE LOG MATERIAL		
	LOW FLOW	HIGH FLOW
9"	Straw/Compost	Excelsior / Wood Chips / Coconut Fiber
12"	Straw/Compost	Excelsior / Wood Chips / Coconut Fiber
18"-20"	Straw/Compost	Excelsior / Wood Chips / Coconut Fiber

GENERAL NOTES

- Slope interruptions shall be placed along contour lines, with a short section turned upgrade at each end of the barrier.
- The maximum length of the slope interruptions shall not exceed 250 feet, and the barrier ends need to be staggered.
- Interruptions damaged by Contractor's negligence, including improper maintenance or lack of maintenance, shall be repaired immediately by Contractor at no additional cost to KDOT.
- Agricultural products, such as native prairie hay, used for mulching and erosion control practices, excluding wood based mulch, shall meet the North American Weed Free Forage Standards.

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



REVISIONS:	MARK	DATE	DESCRIPTION

PROJ NO:	P101230076
SCALE:	N/A
DATE:	10/9/2023
DESIGNED BY:	SDT
DRAWN BY:	CLH
CHECKED BY:	CCB

SHEET TITLE:
**T.E.P.C.
SILT FENCE &
BIODEGRADABLE
LOGS**

SHEET NO.
39
SHEET 39 OF 59

T.E.P.C. (Temporary Erosion & Pollution Control)



- 1) *The choice of ditch check methods is at the option of the Contractor.*
- 2) *Use only rock checks in situations where the ditch slope is 6 percent or greater.*
- 2) *Ditch checks damaged by Contractor's negligence, including improper maintenance or lack of maintenance, shall be repaired by Contractor at no extra cost to KDOT.*

18" FILTER SOCK CHECK SPACING	
DITCH & SLOPE (%)	SPACING INTERVAL (FEET)
1.0	110
2.0	55
3.0	35
4.0	25
5.0	20
NOTE: Use this spacing for all except Rock Ditch Checks.	



CONSULTANTS:

TRANSYSTEMS

115 SOUTH 6TH STREET
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REVISIONS:		
MARK	DATE	DESCRIPTION

PROJ NO: P101230076
SCALE: N/A
DATE: 10/9/2023
DESIGNED BY: SDT
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CHECKED BY: CCB

SHEET TITLE:

T.E.P.C.

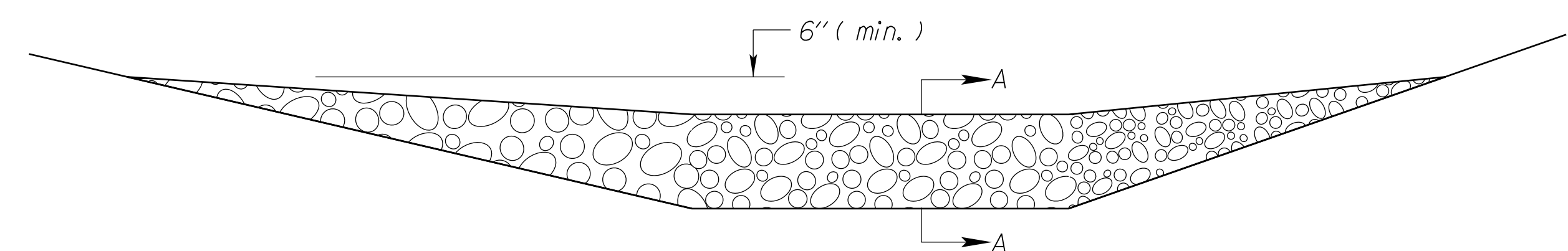
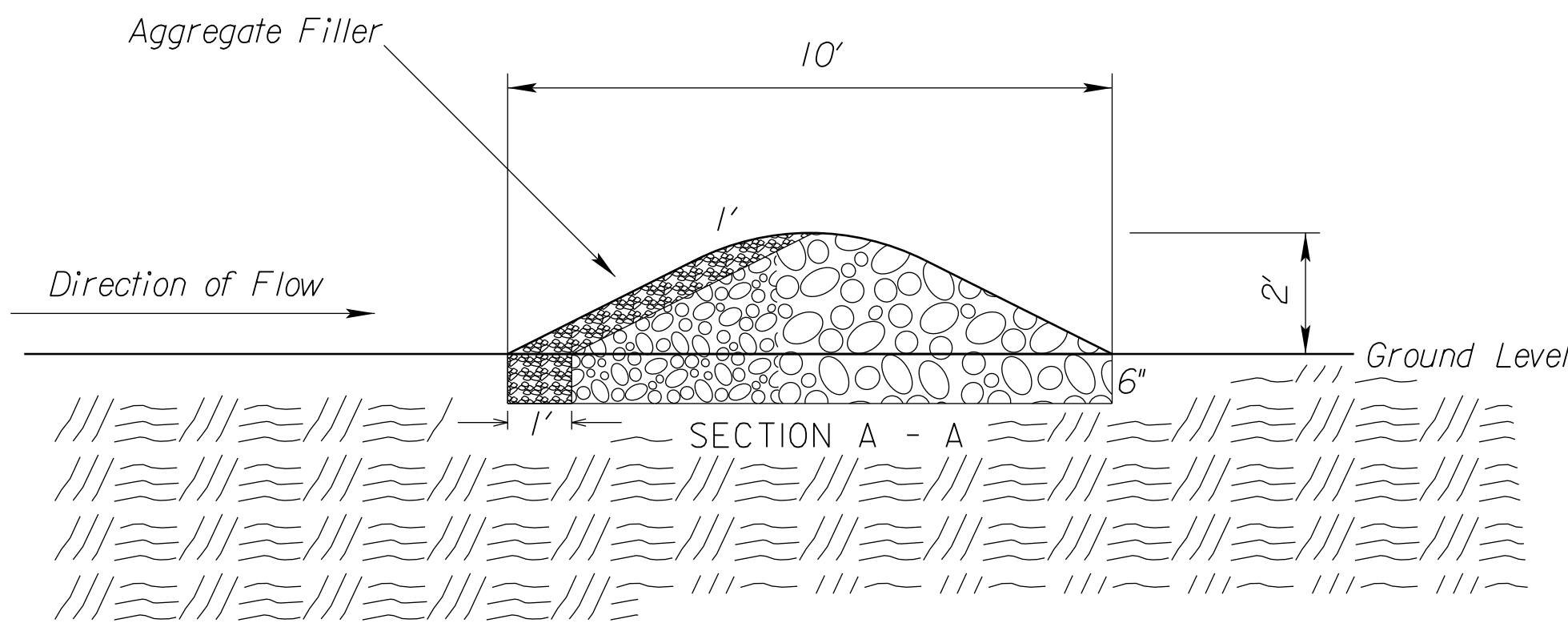
DITCH CHECKS

SHEET NO.

40

SHEET 40 OF 59

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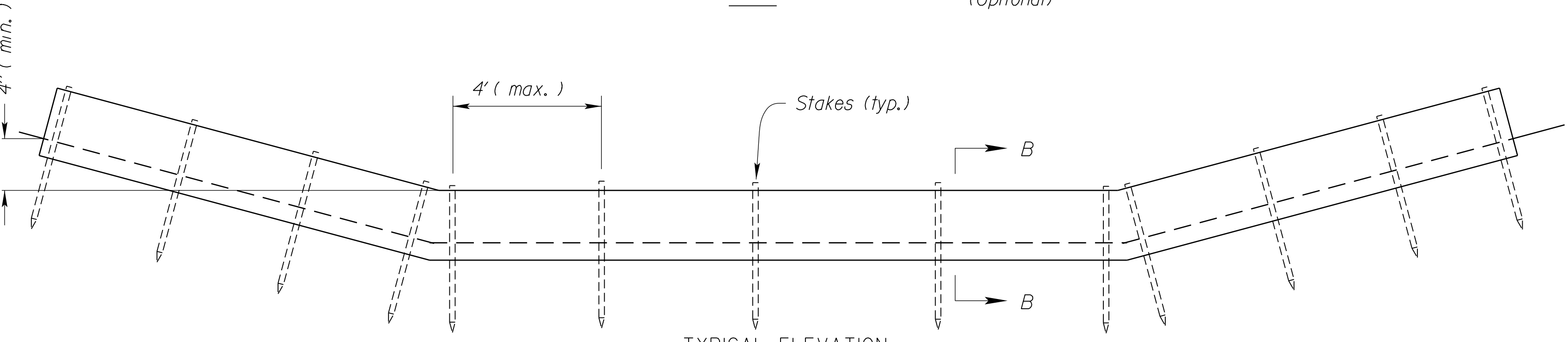
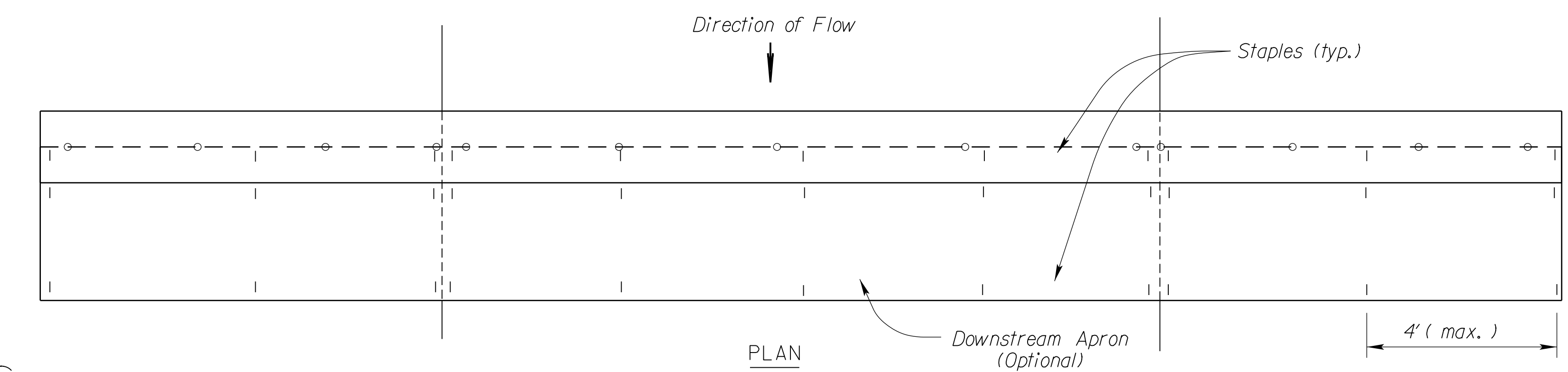
TYPICAL ELEVATION

ROCK DITCH CHECK

NO SCALE

TEMPORARY ROCK DITCH CHECK SPACING	
DITCH @ SLOPE (%)	SPACING INTERVAL (FEET)
5.0	60
6.0	50
7.0	43
8.0	36
9.0	33
10.0	29
NOTE: Use this spacing for Rock Ditch Checks only.	

- ROCK DITCH CHECK NOTES
1. Rock shall be clean aggregate, D50-6" and aggregate filler.
 2. Place rock in such manner that water will flow over, not around ditch check.
 3. Do not use rock ditch checks in clear zone.
 4. Excavation: The ditch area shall be reshaped to fill any eroded areas. Prior to placement of the rock, the ditch shall be excavated to the dimensions of the Rock Ditch Check and to a minimum depth of 6" (150mm). After placement of the rock, backfill and compact any over-excavated soil to ditch grade. This work shall be subsidiary to the bid item Temporary Ditch Check (Rock).
 5. Aggregate excavated on site may be used as an alternate to the 6" rock, if approved by the Engineer.
 6. The Engineer may approve the use of larger aggregates for the downstream portion of the check when conditions warrant their use.
 7. When the use of larger rock is approved, D50-6" rock will be placed between the larger aggregate and the aggregate filler.
 8. Aggregate filler will be placed on the upstream face of the ditch check. Aggregate filler will comply with Filter Course Type I, Division III4.

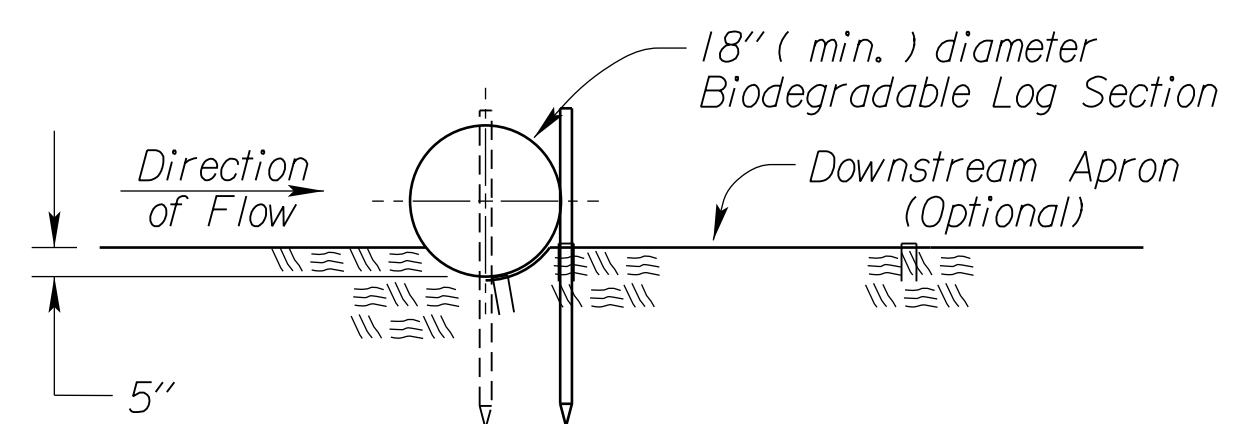


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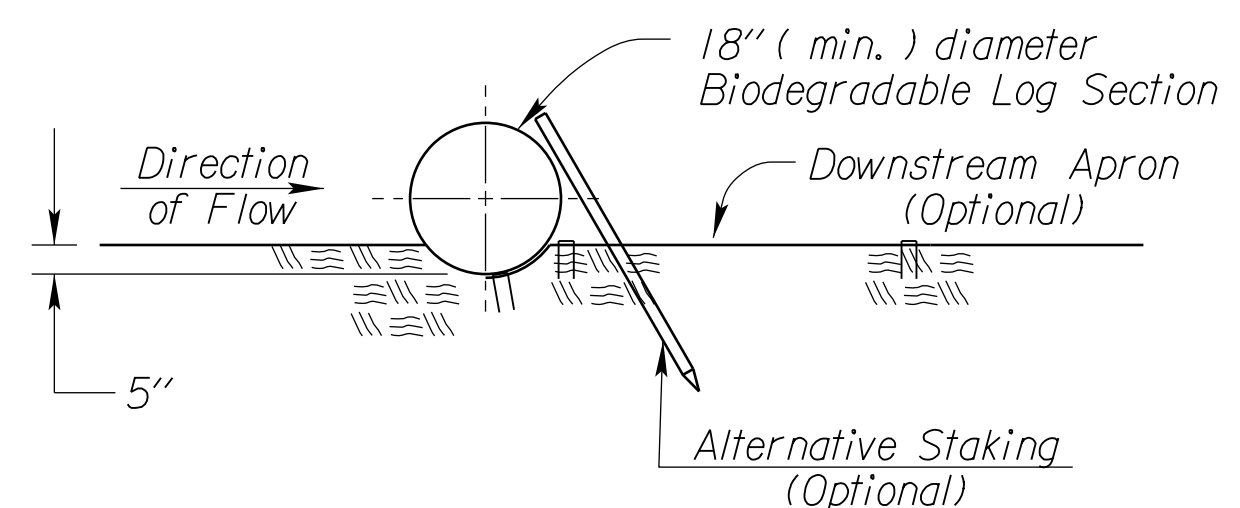
BIODEGRADABLE LOG DITCH CHECK

OR Filter Sock Ditch Check
NO SCALE

- BIODEGRADABLE LOG DITCH CHECK NOTES
1. Use as many biodegradable log sections as necessary to ensure water does not flow around end of ditch check.
 2. Overlap sections a minimum of 18".
 3. Stakes shall be wood or steel according to Section 2114 of the Standard Specifications. Length of stakes shall be a minimum of 2 x the diameter of the log.
 4. Use Erosion Control (Class I) (Type C) as the downstream apron when required.
 5. A downstream apron is required when directed by the Engineer. Apron material will be paid at the contract unit price.
 6. Each log or sock (except compost filter socks) should be keyed into the ground at a minimum of 25% of its height. Compost filter socks should be placed on smooth prepared ground with no gaps between the sock and soil.



SECTION B - B



ALT. DETAIL
OPTIONAL

T.E.P.C. (Temporary Erosion & Pollution Control)

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



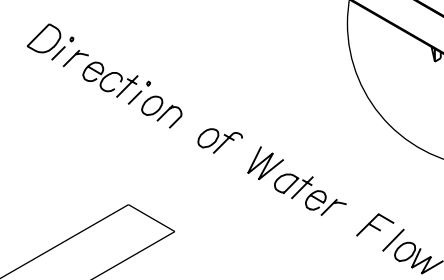
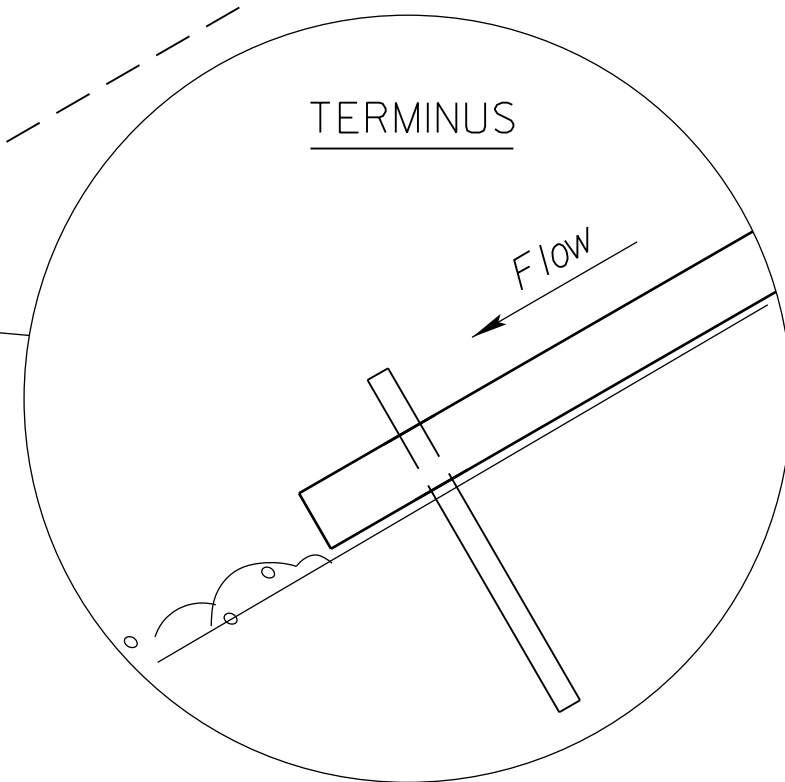
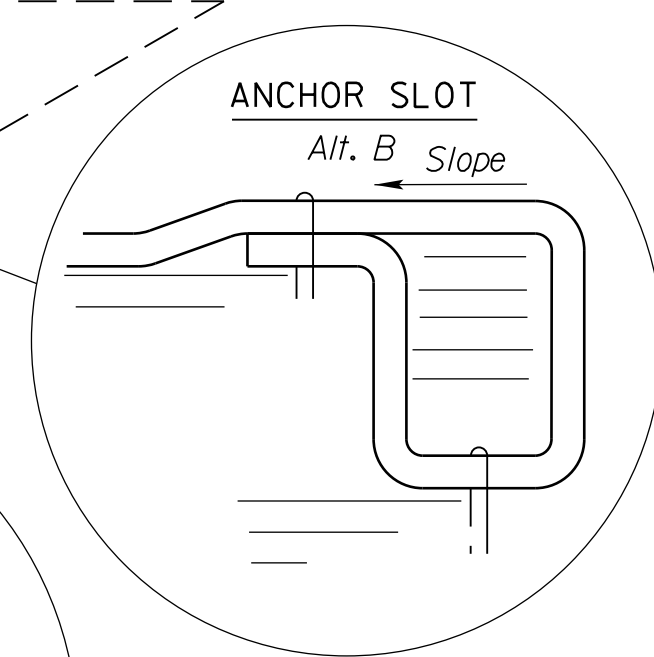
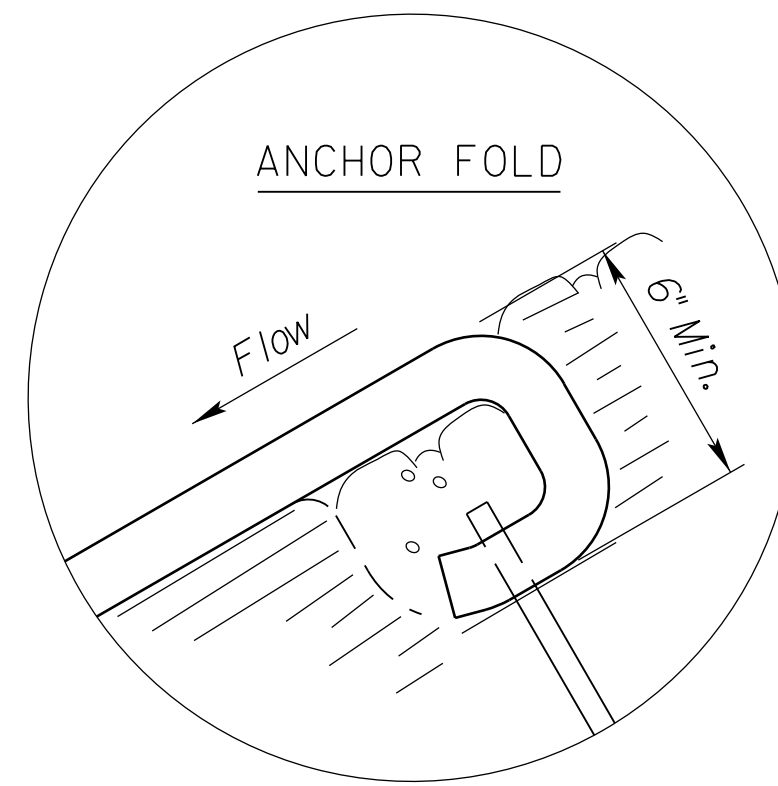
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MARK	DATE	DATE	DESCRIPTION

PROJ NO: P101230076
SCALE: N/A
DATE: 10/9/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:
T.E.P.C.
ROCK &
BIODEGRADABLE
LOG DITCH CHECK

SHEET NO.
41

SHEET 41 OF 59



ISOMETRIC VIEW

INSTALLATION DETAILS FOR EROSION CONTROL CLASS 2

Erosion Control Mats shall be laid loosely in the direction of the flow, with the first course at the centerline of channel, where applicable. In order for the mat to be in contact with the soil, lay the mat loosely, avoiding stretching.

1. *ANCHOR FOLD: The top of the mat should be folded under, buried and secured with approved anchors placed 6 inches apart. The top edge of the mat should be buried in a slot, 6 inches wide x 6 inches deep; anchored in the bottom of the slot, backfilled, and the mat folded over the top as shown in detail.*
2. *LONGITUDINAL SEAMS: The adjacent edges of the mat should overlap a minimum of 6 inches, with anchors catching the edges of both mats.*
3. *SPLICE SEAM: When splices are necessary, overlapend a minimum of 12 inches in direction of water flow. Stagger splice seams.*
4. *STAPLE CHECK: *Establish Staples in 2 rows 4" on center apart. Staple Checks - shall be 30' apart.*
5. *EDGE ANCHOR: Lay outside edge of mat into trench at top of side slope. Anchor at 3 foot intervals along trench.*
6. *TERMINUS: The bottom edge of the mat shall be anchored in place with anchors spaced at 9 inch intervals along the terminating edge.*
7. *TYPICAL ANCHORS: Anchor design shall be as recommended by the manufacturer.*

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS[illegible]

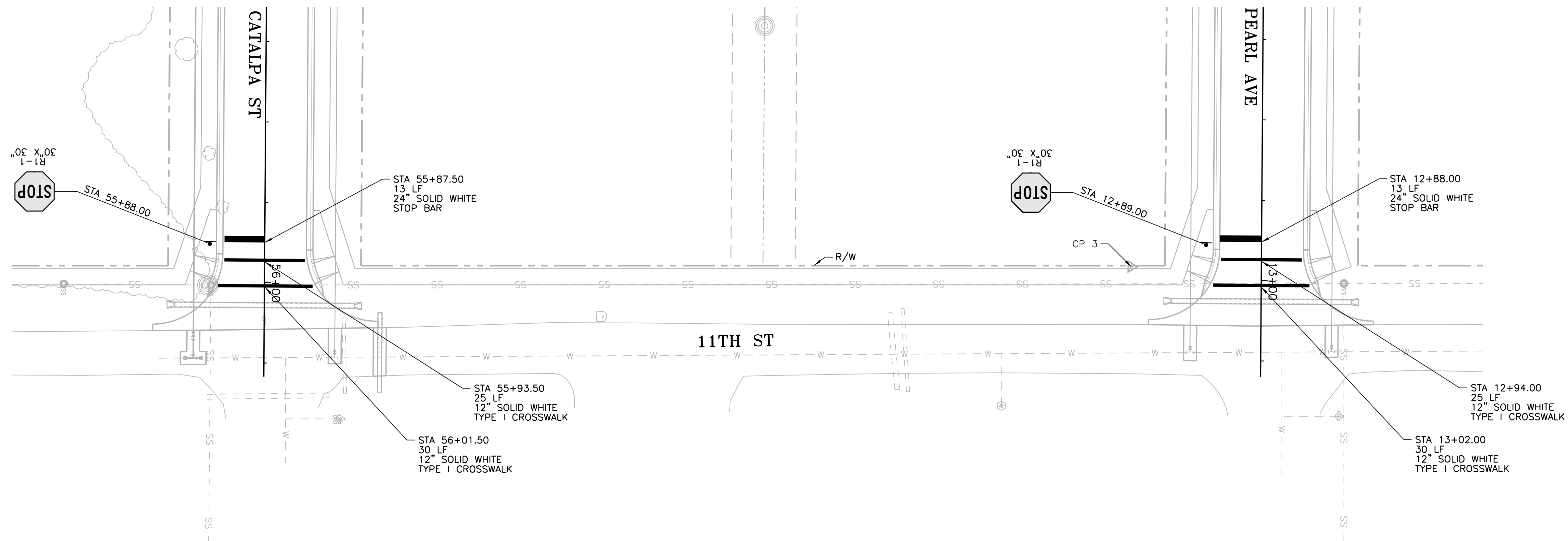
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SCALE: N/A
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DESIGNED BY: SDT
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CHECKED BY: CCB

SHEET TITLE:

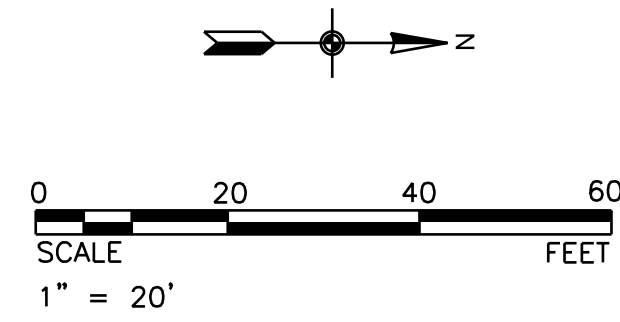
INSTALL DETAIL EROSION CONTROL CLASS 2 FLEXIBLE CHANNEL LINER

SHEET NO.

42



SEE SHEET 35 FOR PAVMENT MARKING AND SIGNING QUANTITIES



TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS

[illegible]

PROJ NO:	P101230076
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SCALE: 1" = 20'

DATE: 10/9/2023

DESIGNED BY: SDT

DRAWN BY: CLH

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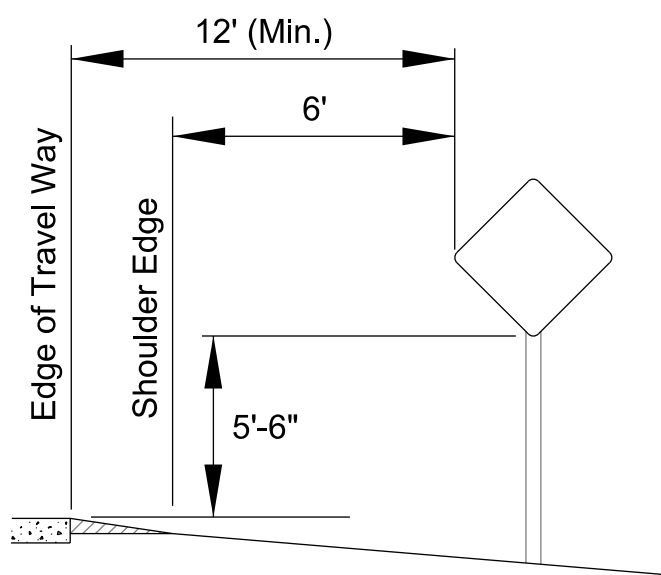
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SHEET NO.

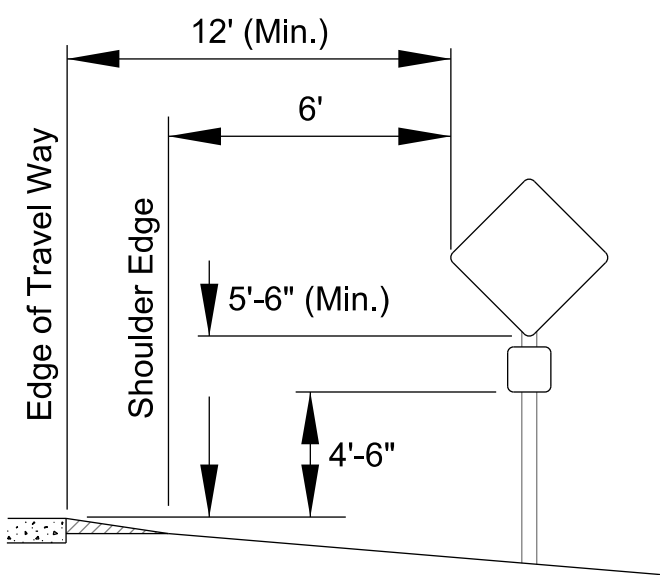
44

SHEET 44 OF 59

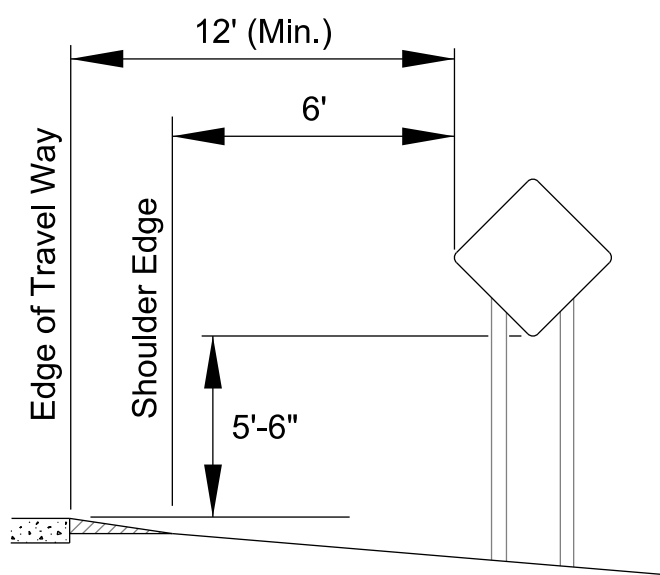
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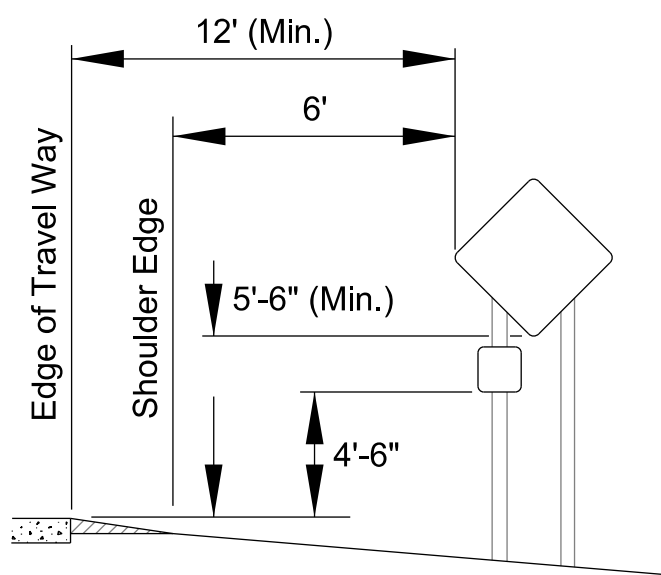
ONE POST



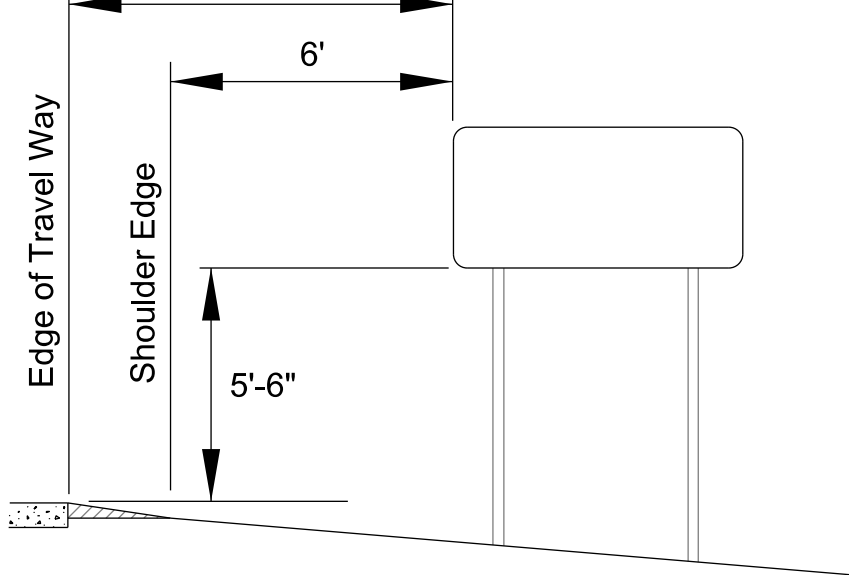
ONE POST WITH SUPPLEMENTAL SIGN



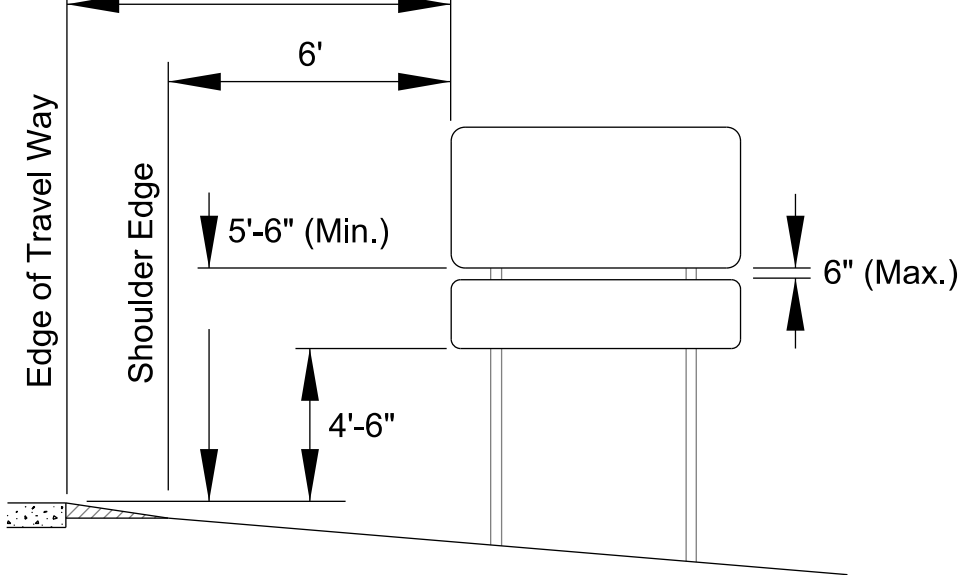
TWO POSTS



TWO POSTS WITH SUPPLEMENTAL SIGN

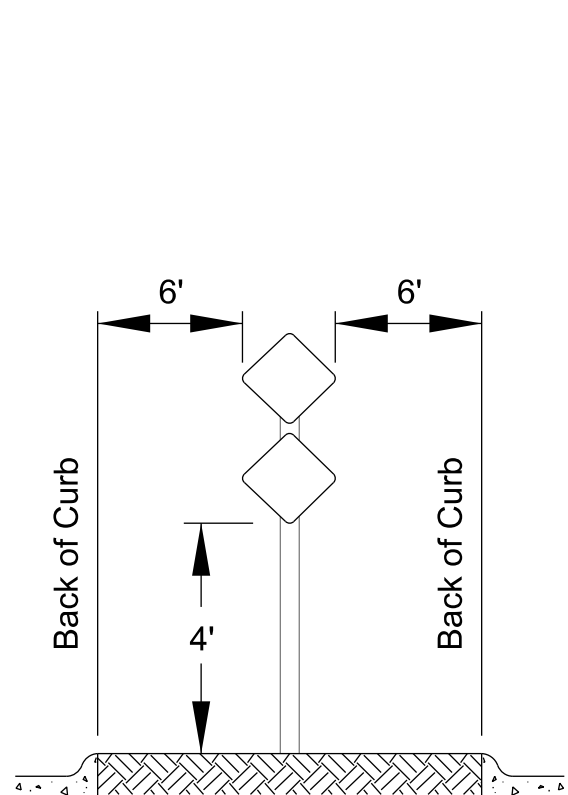


MULTIPLE POSTS



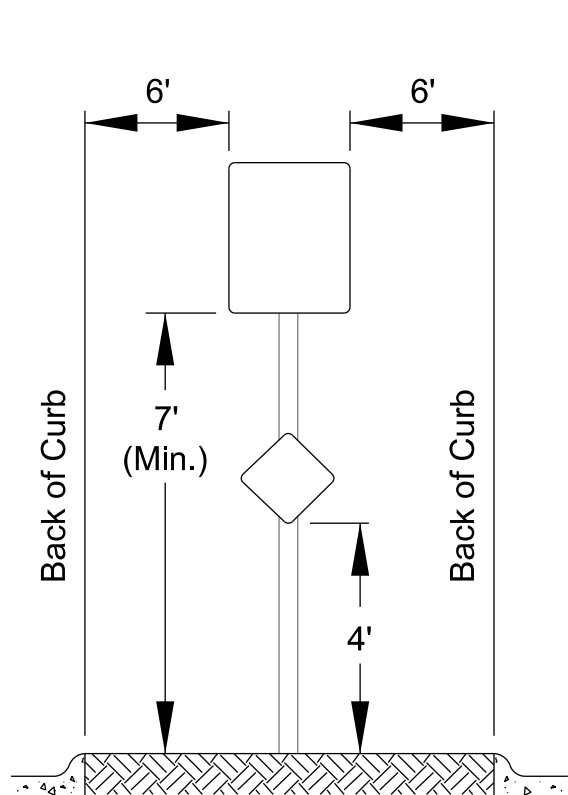
MULTIPLE POSTS WITH SUPPLEMENTAL SIGN

CONVENTIONAL HIGHWAY AND SIDE ROADS

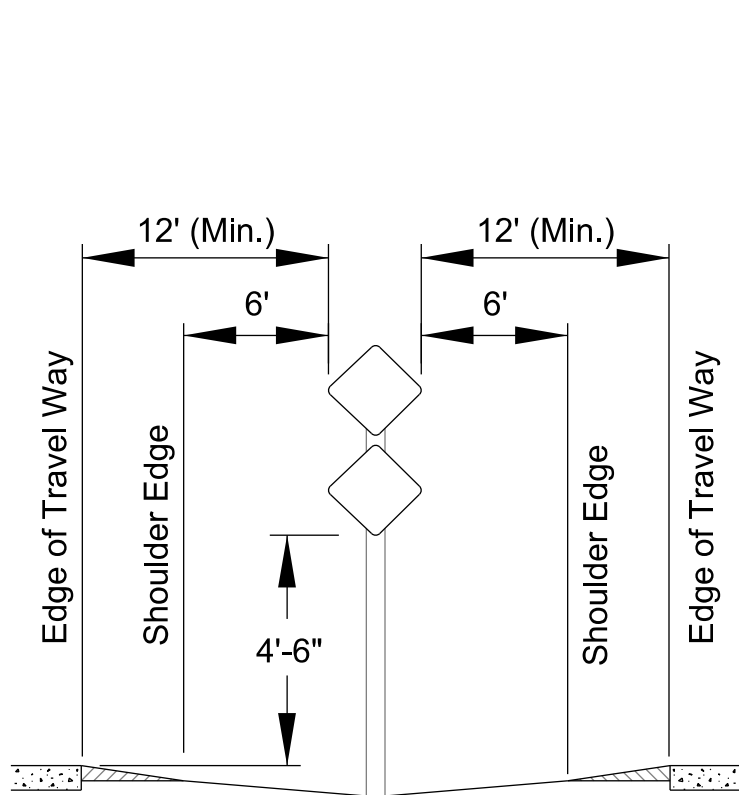


ONE OR TWO OM1-3

RAISED

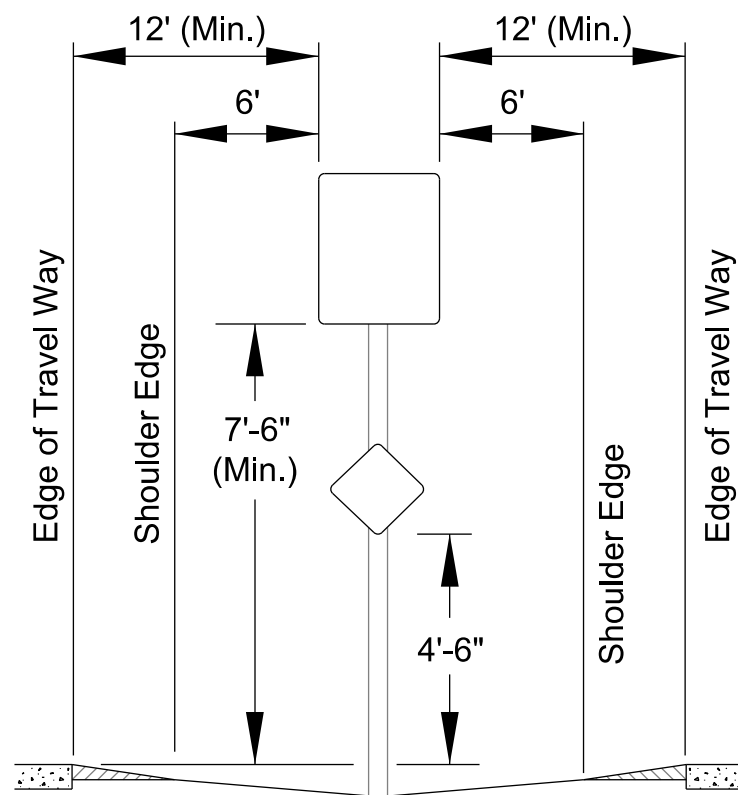


PRIMARY SIGN WITH OM1-3

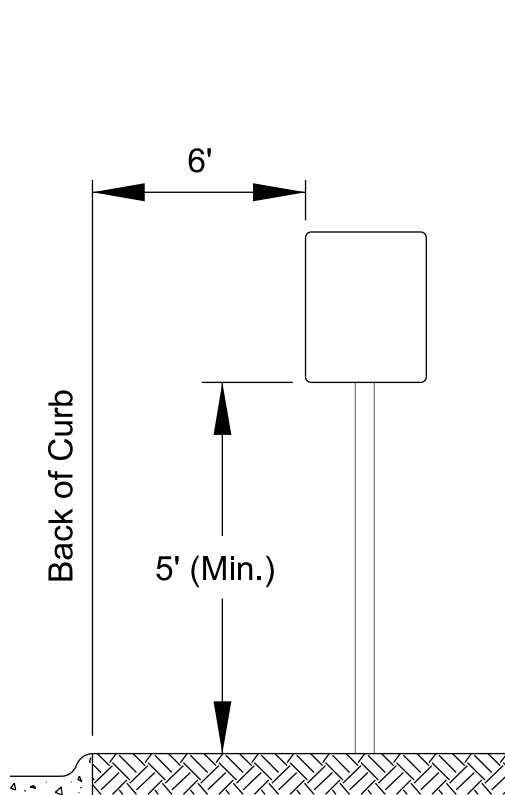


ONE OR TWO OM1-3

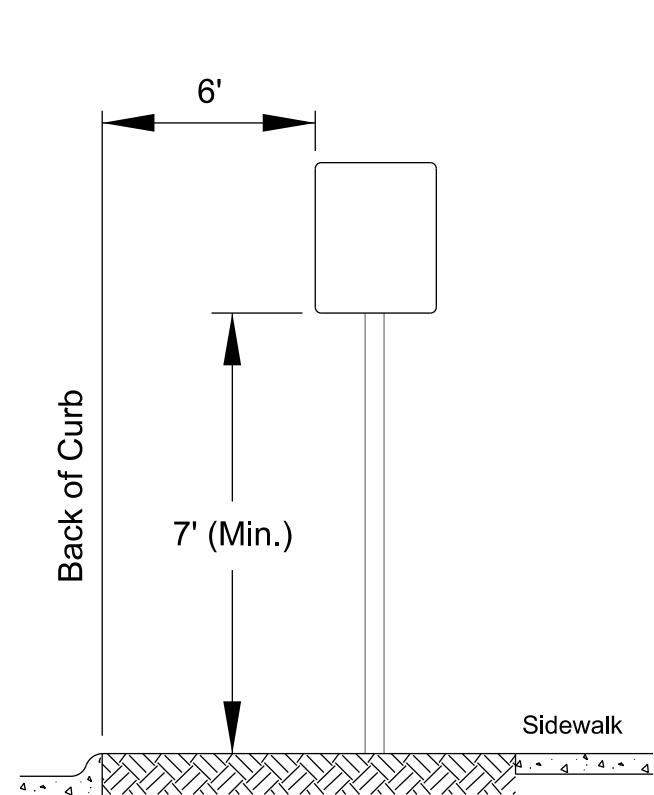
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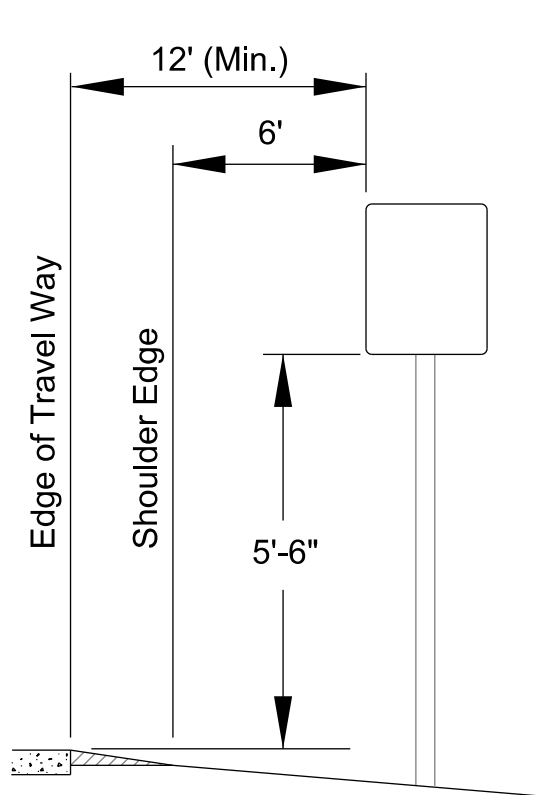
PRIMARY SIGN WITH OM1-3



NO PARKING OR SIDEWALK



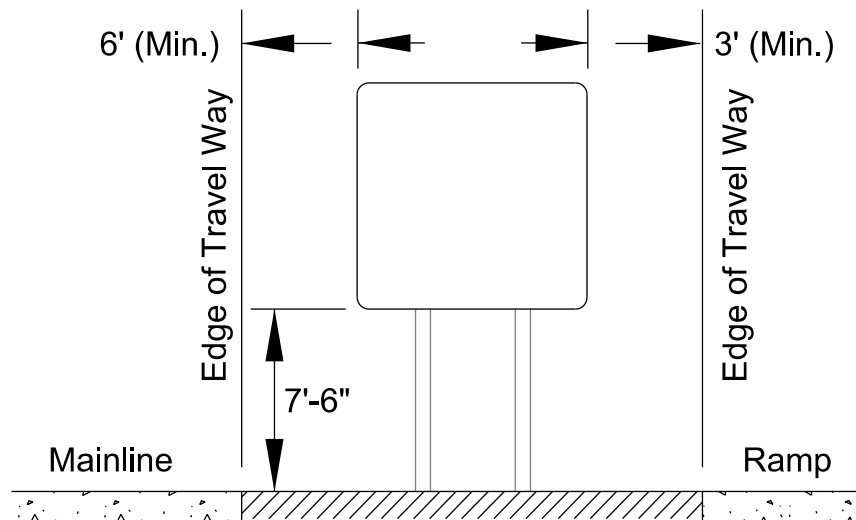
PARKING OR SIDEWALK



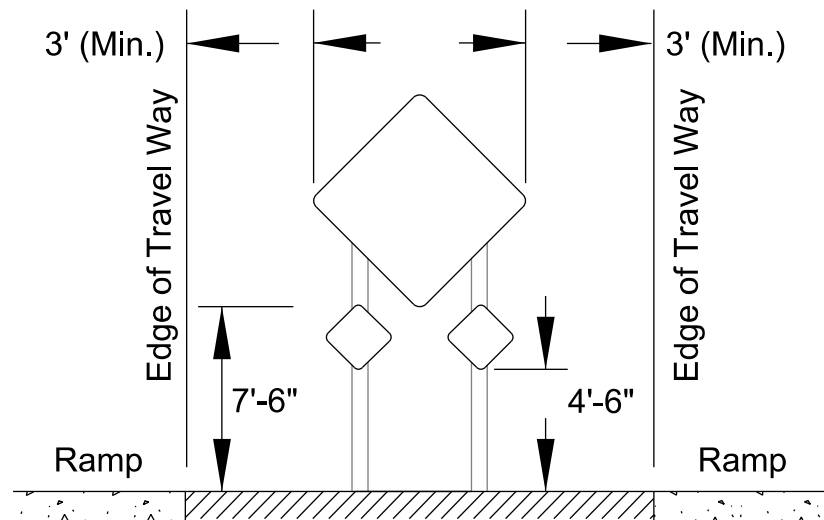
TYPICAL

NO CURB

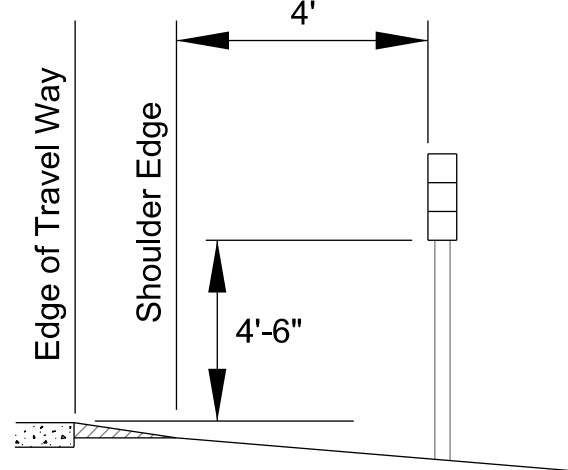
MEDIANS AND ISLANDS



MAINLINE/RAMP



RAMP/RAMP

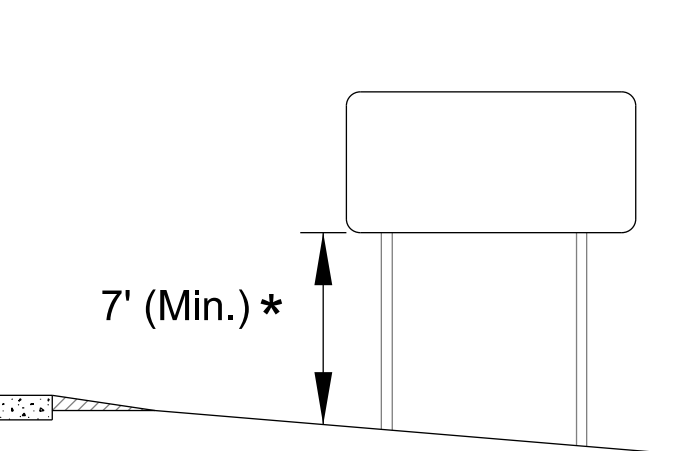


TYPICAL

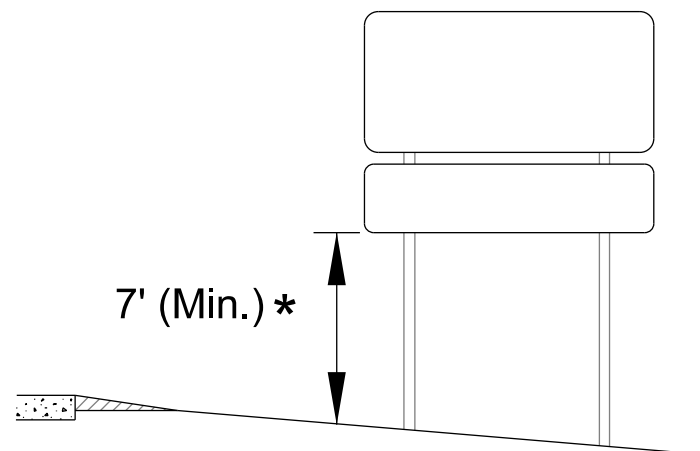
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HIGHWAY GORES

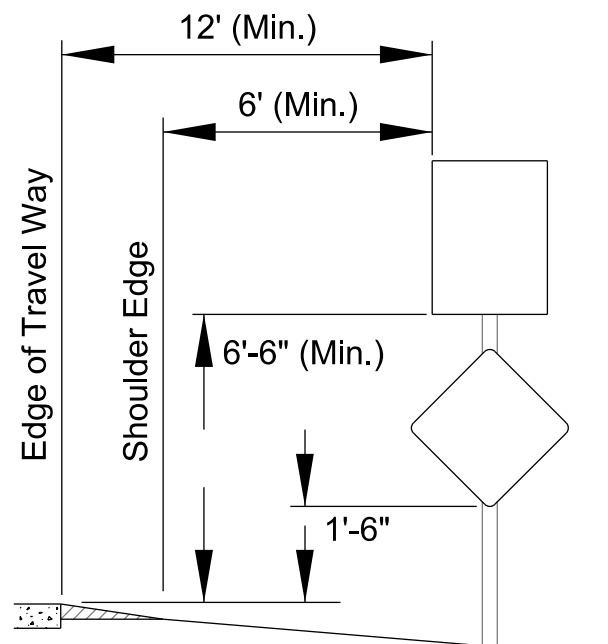
REFERENCE MARKERS



PRIMARY SIGN



PRIMARY SIGN WITH SUPPLEMENTAL SIGN



TYPICAL

GROUND CLEARANCE FOR STEEL BEAM POSTS

ADOPT A HIGHWAY

NOTES

The "Edge of Travel Way" is the edge line or the edge of the driving lane.

The outer edge of the sign shall not extend beyond the right of way line.

A minimum lateral clearance of 6' from pavement edge may be used where lateral offsets are limited.

In business, commercial, or residential districts where with limited lateral offsets, a minimum lateral clearance of 2' with a 7'-6" minimum mounting height may be used.

When signs are behind guardrail, the near edge of the sign shall not extend beyond the back side of the guardrail and the nearest sign post shall be a minimum of 5' from the face of the guardrail. Shoulder mounted signs shall not be located between 100' in advance of and 50' beyond the nose of the guardrail.

When the median or island is too narrow for the typical lateral placement, the sign may be placed a minimum of 2' from the back of the curb. In no case shall the sign edge extend beyond the back edge of the curb.

The gore sign shall be installed in the paved gore area. The edges of the gore sign shall not extend beyond the shoulder edge. The minimum distance from the centerline of the posts to the back of the paved gore area is 2'.

Signs may be moved laterally or longitudinally if it will improve visibility of the sign or other signs or if it will protect the sign more. The maximum allowable longitudinal adjustment is 100', with the exception of the reference marker which is 50'.

The minimum spacing between signs, excluding reference markers is 100'.

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-445-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



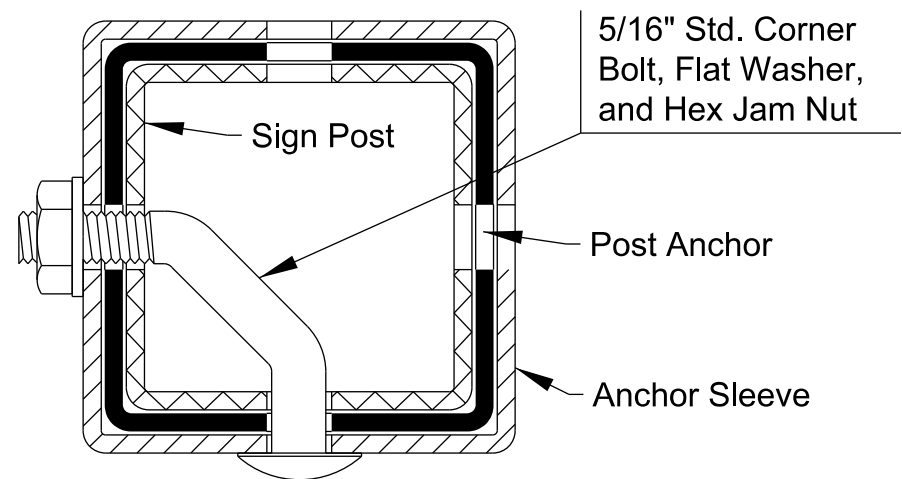
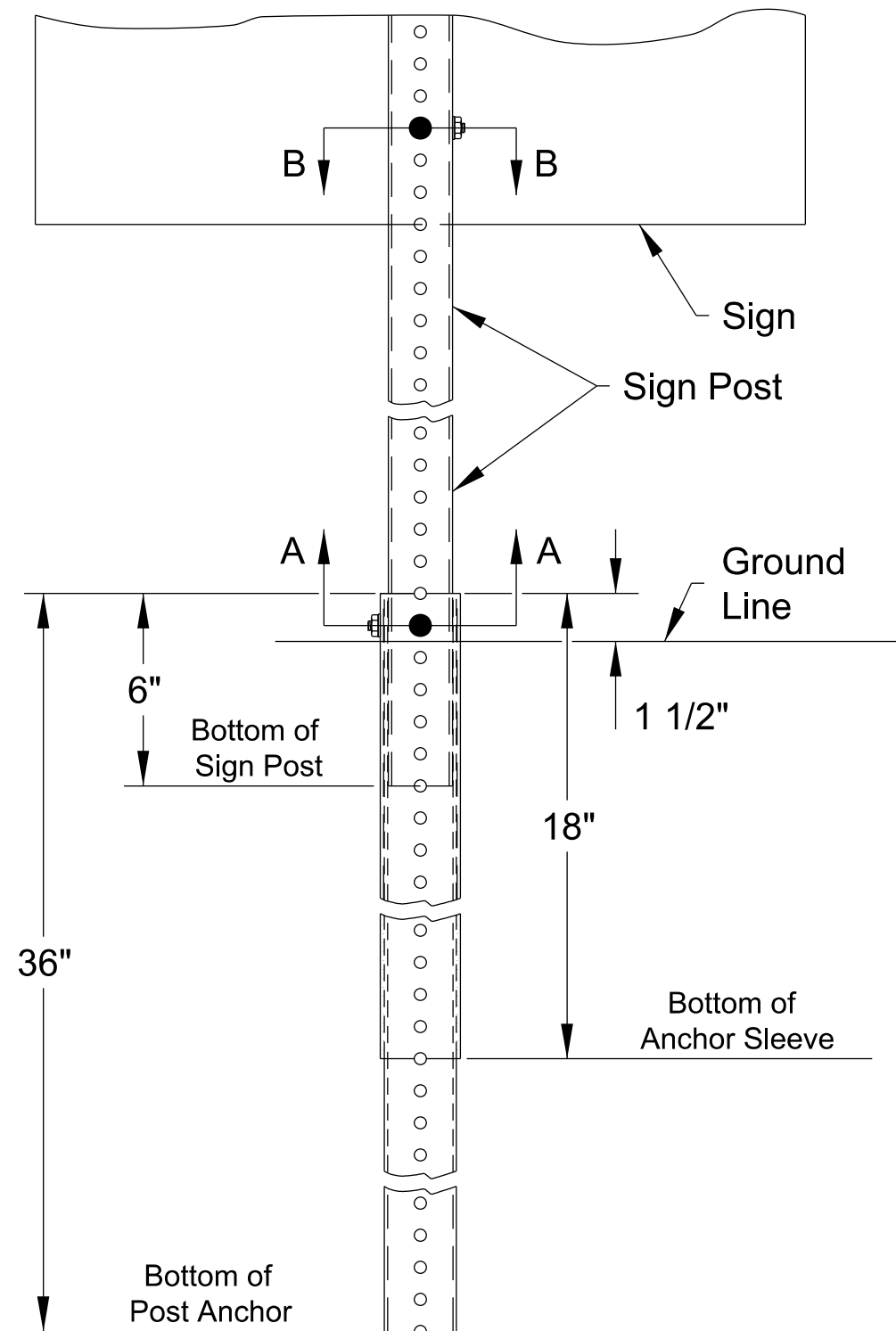
REVISIONS:	MARK	DATE	DESCRIPTION

PROJ NO: P101230076
SCALE: N/A
DATE: 10/9/2023
DESIGNED BY: N/A
DRAWN BY: N/A
CHECKED BY: N/A

SHEET TITLE:
**SIGNING
MOUNT HEIGHT
&
LATERAL OFFSET**

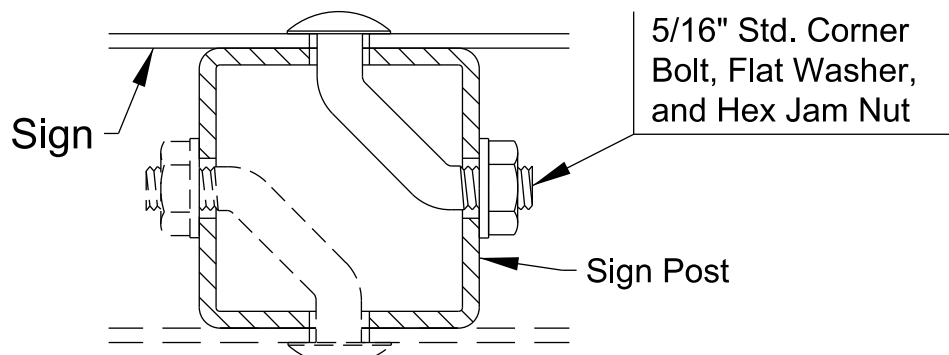
SHEET NO.
45
SHEET 45 OF 59

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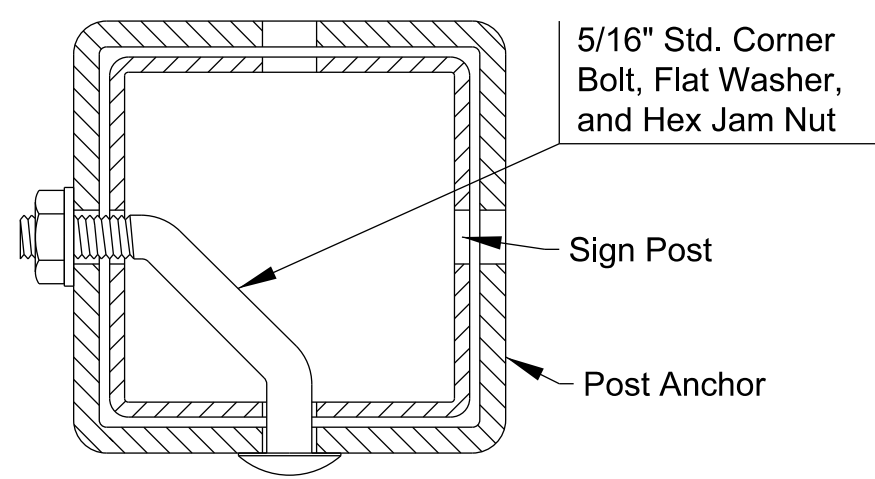
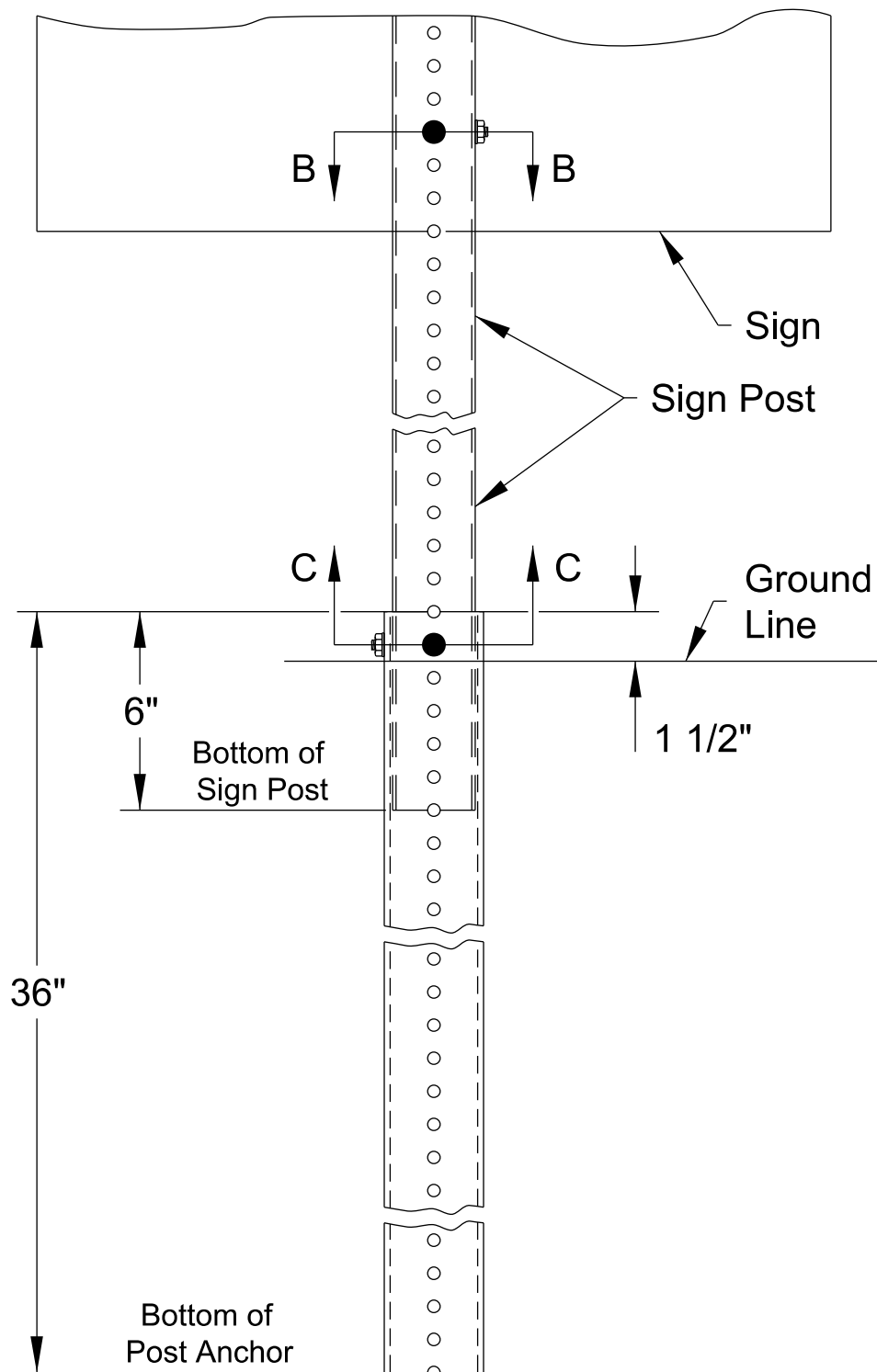


SECTION A-A

1 3/4", 2", OR 2 1/4" PSST SIGN POST



SECTION B-B



SECTION C-C

2 1/2" PSST SIGN POST

MATERIALS TABLE FOR SIGN POST AND FOOTING		
SIGN POST 12 GA. OR 14 GA.	FOOTING	
	POST ANCHOR	ANCHOR SLEEVE
1 3/4" X 1 3/4"	2" X 2" X 12 GA.	2 1/4" X 2 1/4" X 12 GA.
2" X 2"	2 1/4" X 2 1/4" X 12 GA.	2 1/2" X 2 1/2" X 12 GA.
2 1/4" X 2 1/4"	2 1/2" X 2 1/2" X 12 GA.	3" X 3" X 7 GA.
2 1/2" X 2 1/2"	3" X 3" X 7 GA.	Not Required

NOTE: 14 ga. posts must meet a certified minimum yield strength of 60,000 p.s.i.

INSTALLATION PROCEDURES

- Plumb and drive post anchor into the ground 18", if anchor sleeve is required, or to the specified height above the ground line.
- Install anchor sleeve (if required) on the post anchor and align the first holes above the ground line. Plumb and drive post anchor with anchor sleeve into the ground to the specified height above the ground line.
- Install sign post into the post anchor.

PERFORATED SQUARE STEEL TUBE POST (PSST)

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



REVISIONS:		DATE	DESCRIPTION

PROJ NO:	P101230076
SCALE:	N/A
DATE:	10/9/2023
DESIGNED BY:	N/A
DRAWN BY:	N/A
CHECKED BY:	N/A

SHEET TITLE:
DETAILS FOR PERFORATED SQUARE STEEL TUBE POST (PSST)

SHEET NO.
46
SHEET 46 OF 59



IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING



1. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
2. ALL EXISTING SIGNS IN CONFLICT WITH THE TRAFFIC CONTROL OR THE FINAL LANE CONFIGURATION SHALL BE COVERED OR REMOVED AND EITHER RESET OR STORED ON SITE FOR RETRIEVAL BY THE OWNER AS DIRECTED BY THE ENGINEER. EXISTING SIGNS NECESSARY FOR TRAFFIC DURING CONSTRUCTION SHALL BE ADJUSTED (AND LATER RESET), AS NECESSARY, AS DIRECTED BY THE ENGINEER.
3. AS WORK IS COMPLETED, THE CONTRACTOR SHALL INSTALL PERMANENT SIGNING AND PAVEMENT MARKINGS AS SHOWN IN THE SIGNING AND PAVEMENT MARKING PLANS OR AS DIRECTED BY THE ENGINEER.
4. PAVEMENT MARKINGS CONFLICTING WITH THE TRAFFIC CONTROL SHALL EITHER BE REMOVED OR COVERED WITH AN APPROVED REMOVABLE TAPE DURING CONSTRUCTION. TEMPORARY PAVEMENT MARKINGS SHALL BE TYPE I TEMPORARY PAVEMENT MARKING TAPE. THE CONTRACTOR SHALL MAINTAIN ALL PAVEMENT MARKINGS THROUGHOUT THEIR INTENDED SERVICE LIVES.
5. THE CONTRACTOR WILL BE REQUIRED TO PROVIDE ACCESS TO PROPERTY OWNERS OR OCCUPANTS DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE 7 DAYS NOTICE TO PROPERTY OWNERS AND OCCUPANTS BEFORE BEGINNING IMPROVEMENTS IN THE VICINITY OF THEIR PROPERTY.
6. THE CONTRACTOR SHALL ONLY CLOSE DRIVES/ENTRANCES TO BUSINESSES AND RESIDENCES DURING THE TIME IMPROVEMENTS ARE BEING MADE IN THE VICINITY OF THE PROPERTY.
7. FOR SIDE ROAD CLOSURE INFORMATION, SEE SHEET 50.

	TYPE 3 BARRICADE W/SIGN
	TYPE 3 BARRICADE
	TYPE 2 PEDESTRIAN BARRICADE W/SIGN
	TRAFFIC CONTROL SIGN

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



PROJ NO: P101230076
SCALE: 1" = 100'
DATE: 10/9/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

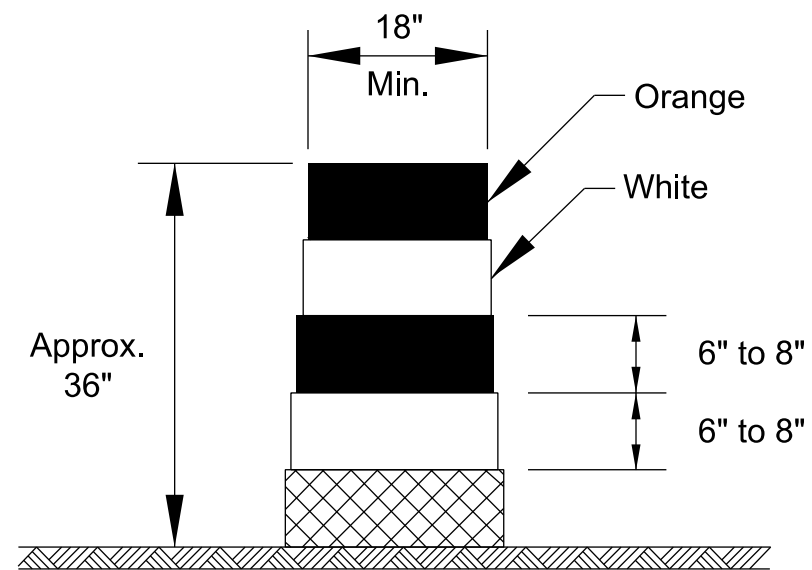
TRAFFIC CONTROL

48

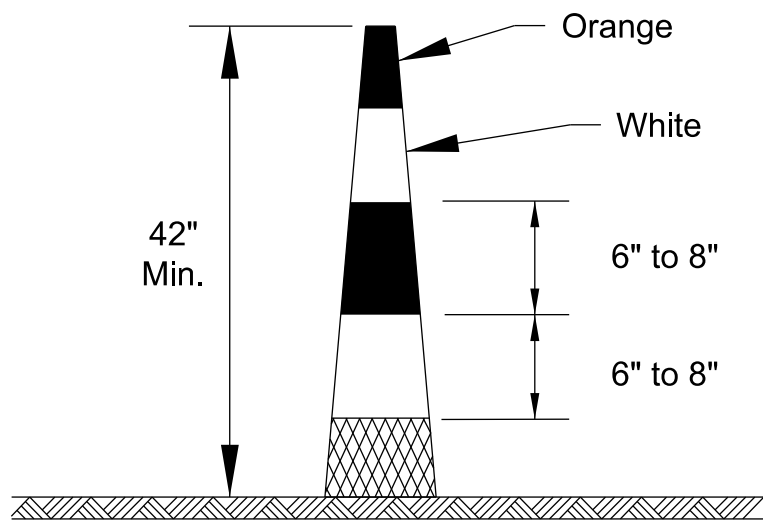
SHEET 48 OF 59

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

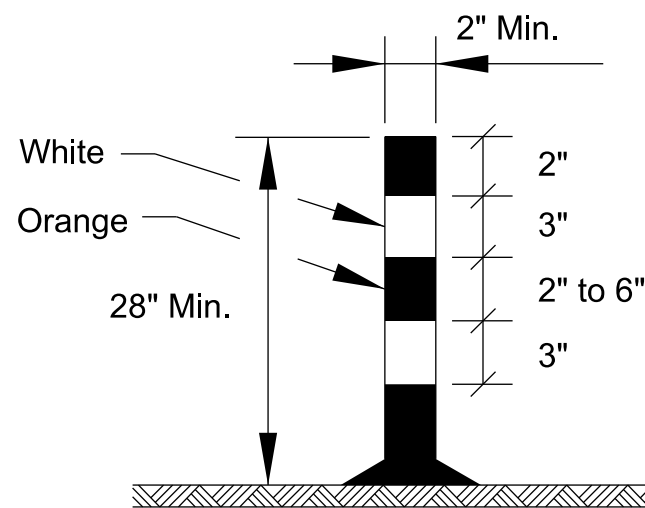
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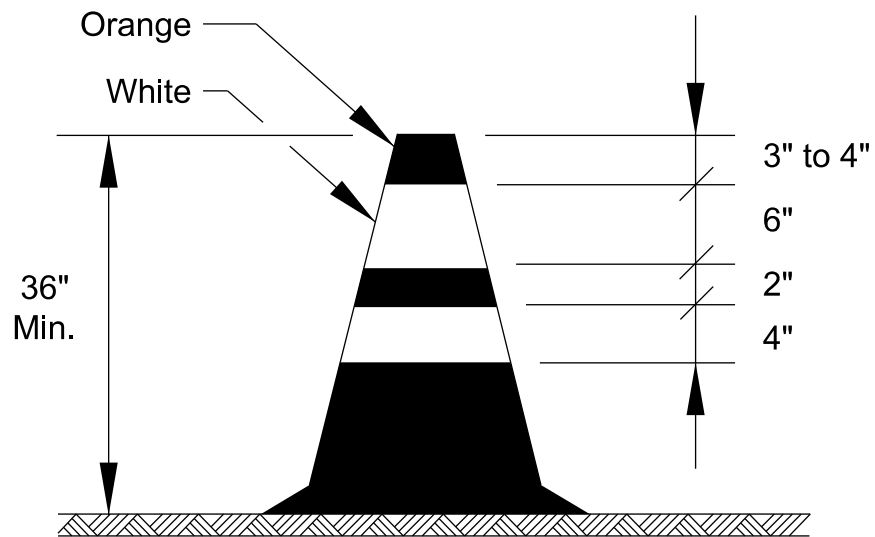
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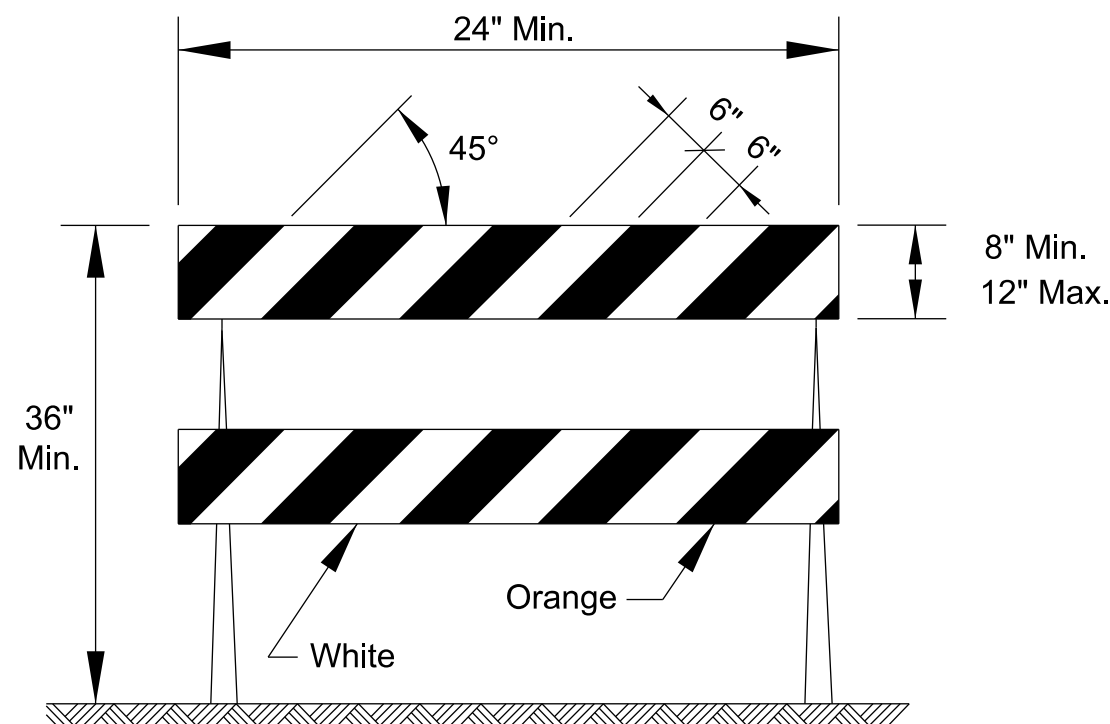
CONICAL
DELINEATOR



TUBULAR MARKER
Striping as shown for up to 42".

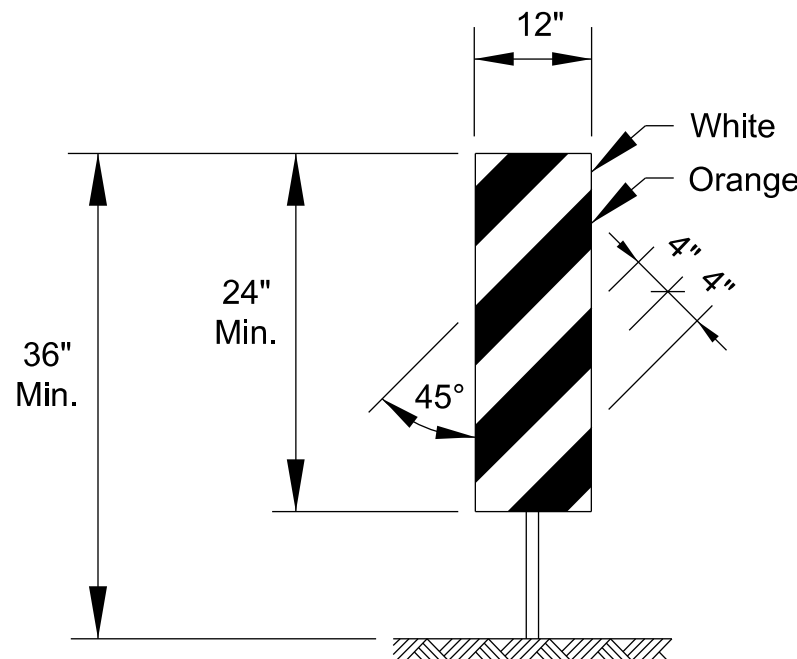


TRAFFIC CONE



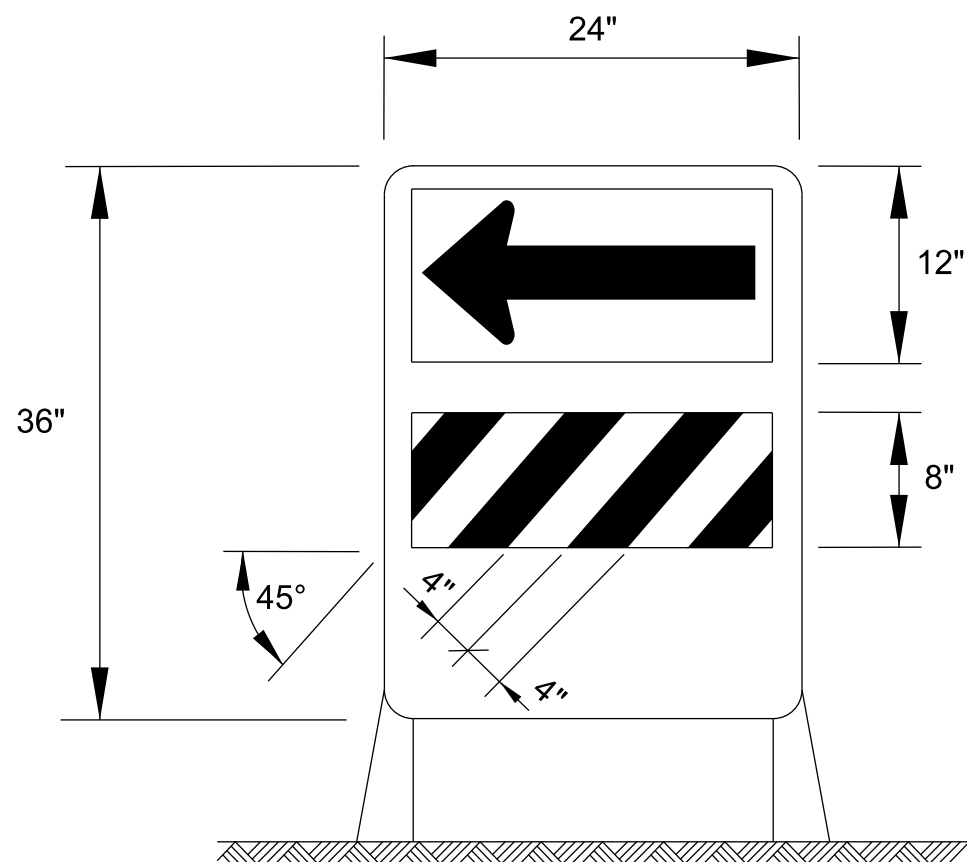
TYPE 2 BARRICADE

For rails less than 36" long, 4" wide stripes may be used.
All stripes shall slope downward to the traffic side for channelization.



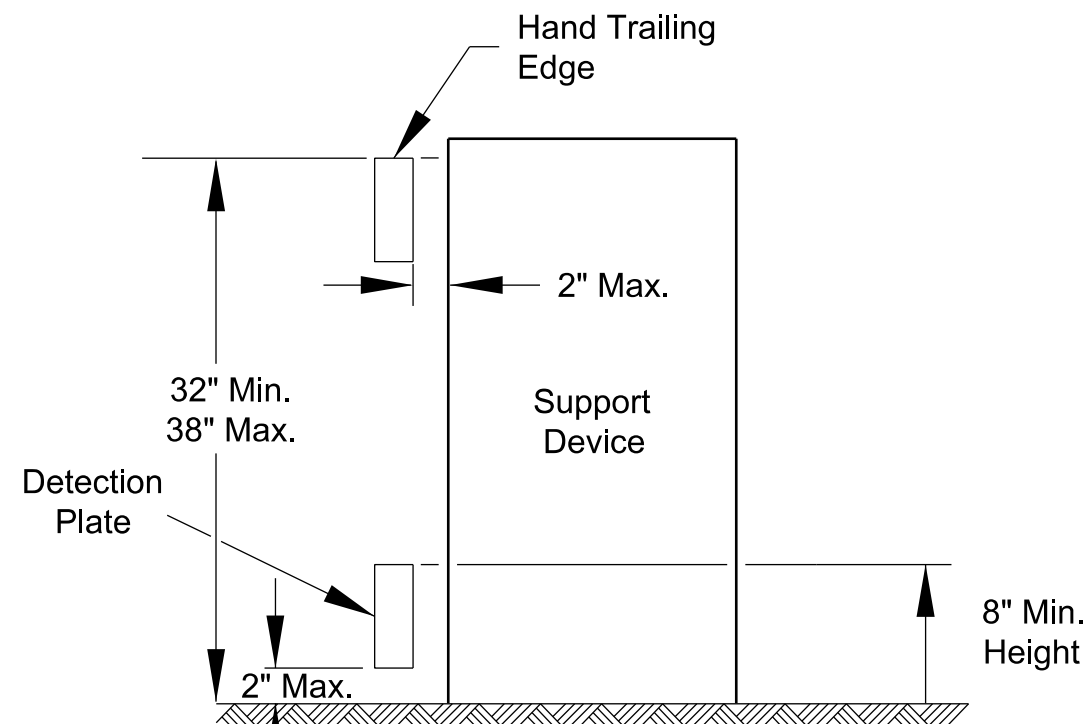
VERTICAL PANEL

The stripes shall slope downward
to the traffic side for channelization.



DIRECTION INDICATOR BARRICADE

The stripes shall slope downward in the direction traffic is to pass.
The direction indicator barricade shall be used in series to direct
the motorist into the intended lane of travel.



PEDESTRIAN CHANNELIZER

1. Support device shall not project beyond the detection plate into the pathway.
2. Hand trailing edges and detection plates are optional for continuous walls.
3. Interconnect pedestrian channelizers to prevent displacement and to provide continuous guidance through or around work.
4. Alternate pathways shall be firm, stable, and slip resistant.
5. Treat height differentials > 1/2" in the surfaces of alternate paths with a firm, stable, and slip resistant temporary ramp having a slope of 12:1 or flatter and having a width equal to the alternate path.
6. Use alternating orange/white on interconnected devices.

Location		Cross-overs	Shoofly Diversions	Tangents	Tapers	Ramps	Head to Head	Object Identifier	Lead-in Devices	Gores
Portable	Item									
	Drums	Yes	Yes	Yes	Yes	Yes	(1)	Yes	Yes	Yes
	Conical Delineators	Yes	Yes	Yes	Yes	Yes	(1)	Yes	Yes	Yes
	Vertical Panels	(2)	(2)	(2)	(2)	(2)	(1,2)	Yes	(2)	(2)
	Direction Indicator Barricade	No	No	No	Yes	No	No	No	No	No
	Type 2 Barricade	(2)	(2)	(2)	(2)	No	No	Yes	No	No
Fixed	Traffic Cones	No	No	(4)	(4)	(4)	No	(4)	(4)	(4)
	Tubular Markers	(3)	(3)	(3)	No	(3)	Yes	No	Yes	Yes
	Vertical Panels	(3)	(3)	(3)	(3)	(3)	(3)	Yes	(2,3)	(2)

- (1) Not allowed on centerline delineation along freeways or expressways.
- (2) The stripes shall slope downward to the traffic side for channelization.
- (3) May be used upon the approval of the engineer.
- (4) Daytime operations only.

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



REVISIONS:

PROJ NO: P101230076

SCALE: N/A

DATE: 10/9/2023

DESIGNED BY: N/A

DRAWN BY: N/A

CHECKED BY: N/A

SHEET TITLE:

TRAFFIC
CONTROL
CHANNELIZING
DEVICES

SHEET NO.

49

SHEET 49 OF 59

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10/9/2023 - 2:43:01 PM - pw:\\hq-pwint01.a-e.transyscorp.com\transyscorp-pw\Documents\Projects_2023\KC101\101230076\Road\Standard Sheets\C-0076-te704.dgn

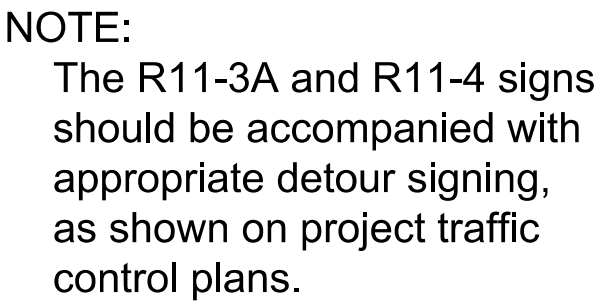


FIGURE 3: TYPICAL SIGNING FOR ROAD CLOSURE - LOCAL TRAFFIC ACCESS

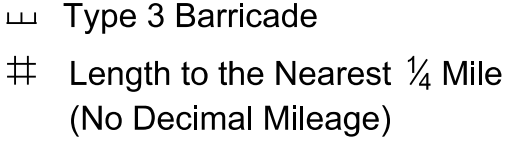


FIGURE 3: TYPICAL SIGNING FOR ROAD CLOSURE - LOCAL TRAFFIC ACCESS



1. Support device shall not project beyond the detection plate into the pathway.
2. Barricades shall be used to close the entire width of the pathway.
3. Do not use warning lights on pedestrian barricades.
4. Do not use warning lights on audible devices.



Approved signs mounted on Type 3 barricades should not cover more than 50% of the top two rails or 33% of the total area of the three rails.

When barricades are placed end-to-end or staggered, a Type "A" low intensity warning light shall be mounted to the vertical post near each outside corner of the end barricades.

ROAD CLOSED GENERAL NOTES

As shown in Figure 1, at the point where thru traffic must detour and local traffic can proceed to the location where the roadway is completely closed, the R11-3a (ROAD CLOSED # MILES AHEAD LOCAL TRAFFIC ONLY) or R11-4 (ROAD CLOSED LOCAL TRAFFIC ONLY or ROAD CLOSED TO TRUCKS TRAFFIC) sign shall be used with Type 3 barricades (winged position), placed on the shoulders of roadway.

As shown in Figure 3, when local traffic must be allowed access into the work zone, Type 3 barricades shall be longitudinally staggered to maintain the appearance of a closed roadway. A second line of end-to-end Type 3 barricades shall be placed just beyond the last access point in the work zone, to completely close the roadway.

The R11-4 (ROAD CLOSED TO THRU TRAFFIC or ROAD CLOSED LOCAL TRAFFIC ONLY) sign shall be used when the distance to the point of complete closure of the roadway is less than 1 mile.

The R11-3a (ROAD CLOSED # MILES AHEAD LOCAL TRAFFIC ONLY) sign shall be used when the distance to the point of complete closure of the roadway is 1 mile or greater.

The words "BRIDGE OUT" (or BRIDGE CLOSED) may be substituted for the words "ROAD CLOSED" on the R11-3a or R11-4 sign where applicable.

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS[illegible]

PROJ NO: P101230076

SCALE: N/A

DATE: 10/9/2023

DESIGNED BY: N/A

CHECKED BY: N/A

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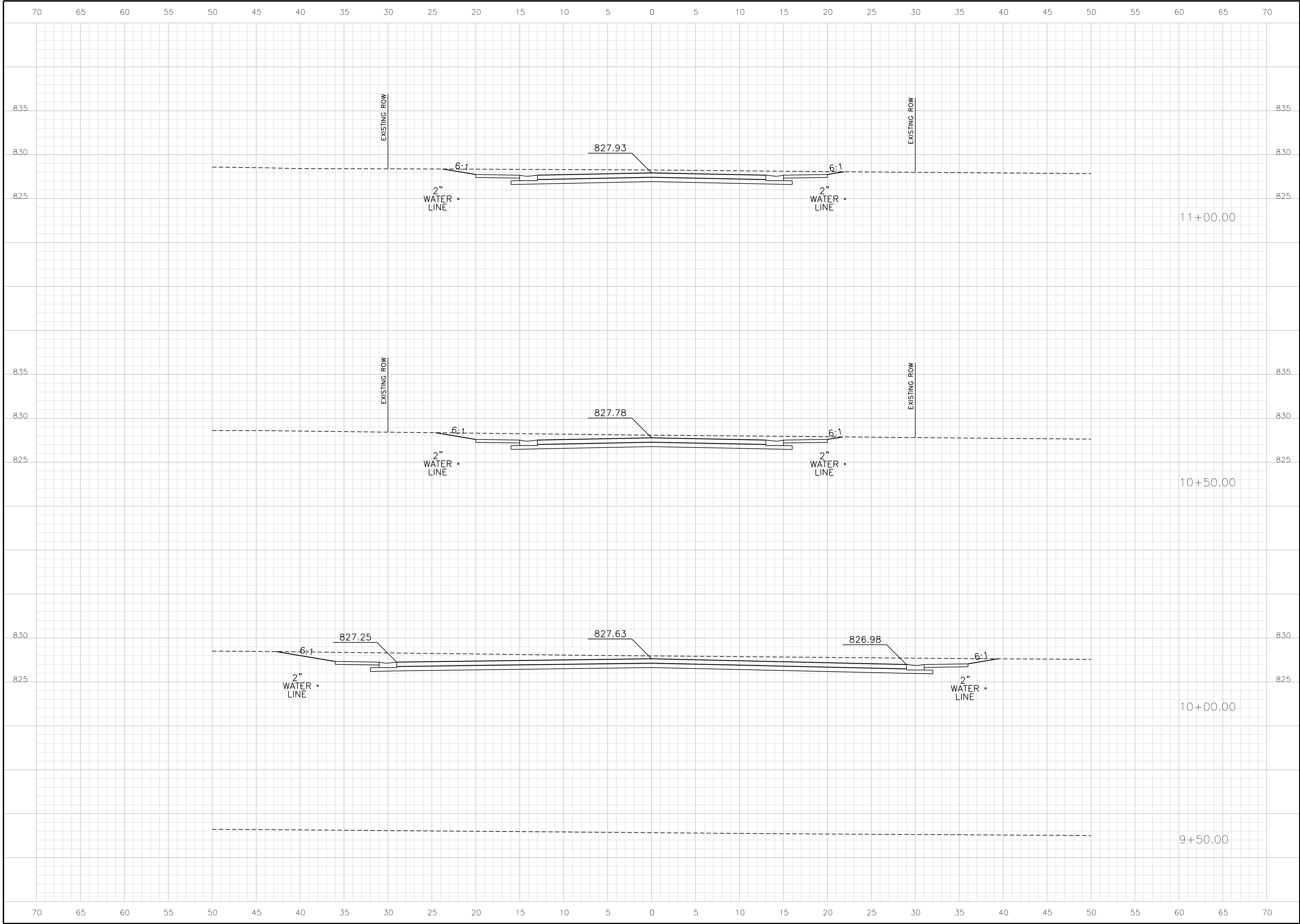
TRAFFIC CONTROL CLOSURES

SHEET NO.

50

SHEET 50 OF 59

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115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS

REVISIONS:	MARK	DATE	DESCRIPTION

PROJ NO: P101230076

SCALE: 1" = 5'

DATE: 10/9/2023

DESIGNED BY: SDT

DRAWN BY: CLH

CHECKED BY: CCB

SHEET TITLE:

CROSS SECTIONS
PEARL AVENUE
STA 9+50.00 TO
STA 11+00.00

SHEET NO.

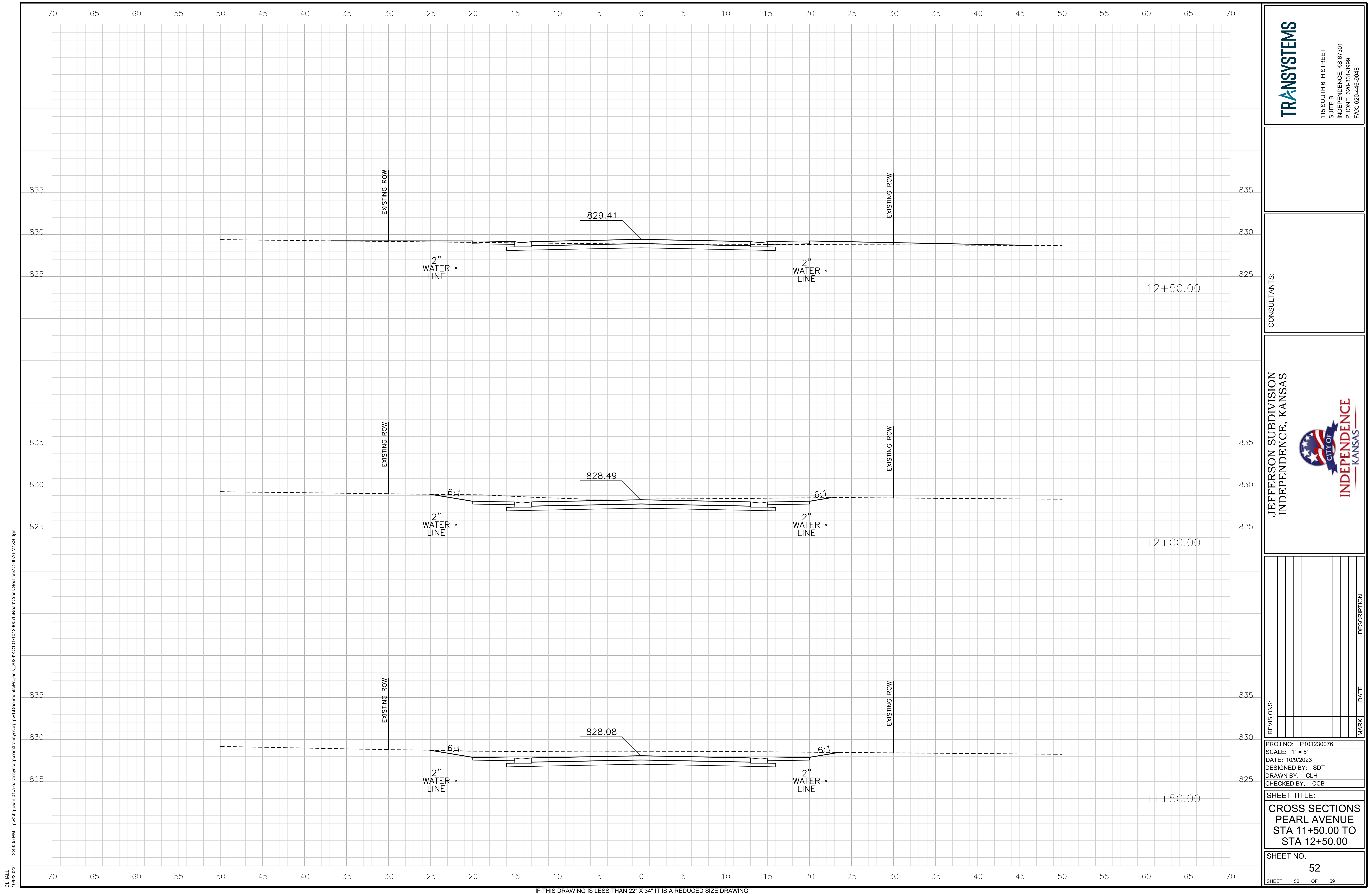
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SHEET

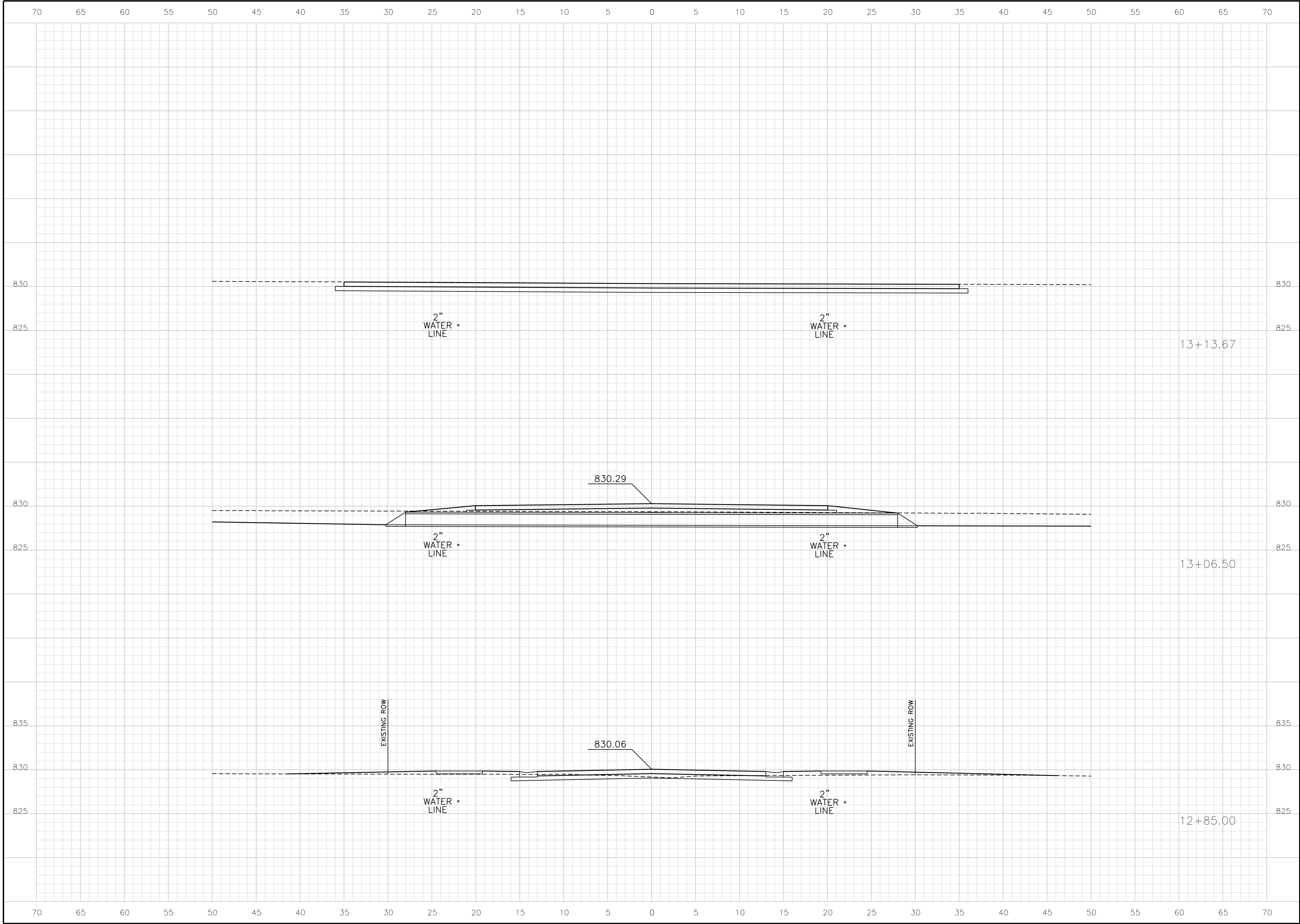
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OF

59



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SUITE B
INDEPENDENCE, KS 67301
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FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



REVISIONS:	MARK	DATE	DESCRIPTION

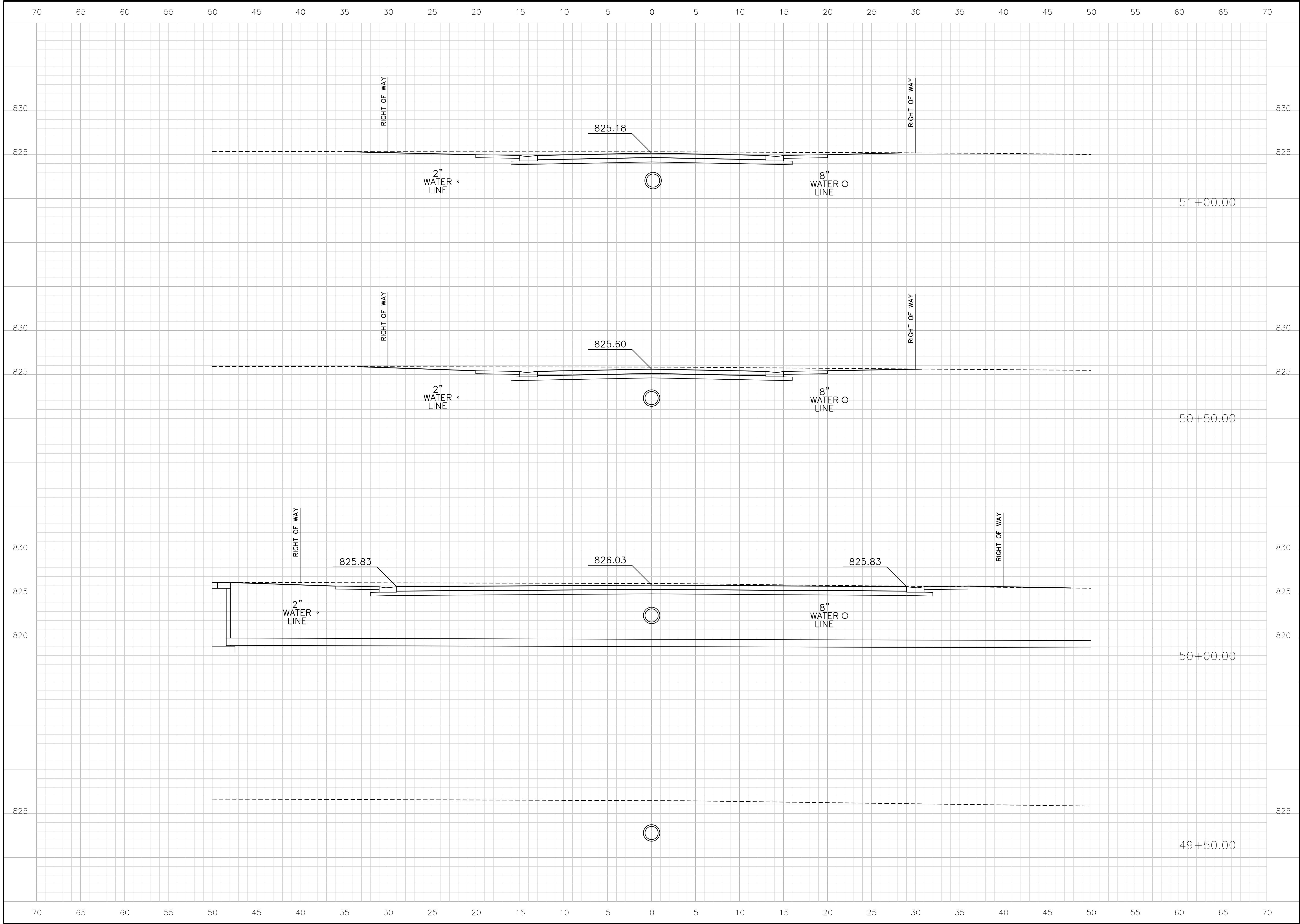
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SCALE: 1" = 5'
DATE: 10/9/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:
CROSS SECTIONS
PEARL AVENUE
STA 12+85.00 TO
STA 13+13.67

SHEET NO.
53

SHEET 53 OF 59

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IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS

REVISIONS:	MARK	DATE	DESCRIPTION

PROJ NO: P101230076
SCALE: 1" = 5'
DATE: 10/9/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:
**CROSS SECTIONS
CATALPA STREET
STA 49+50.00 TO
STA 51+00.00**

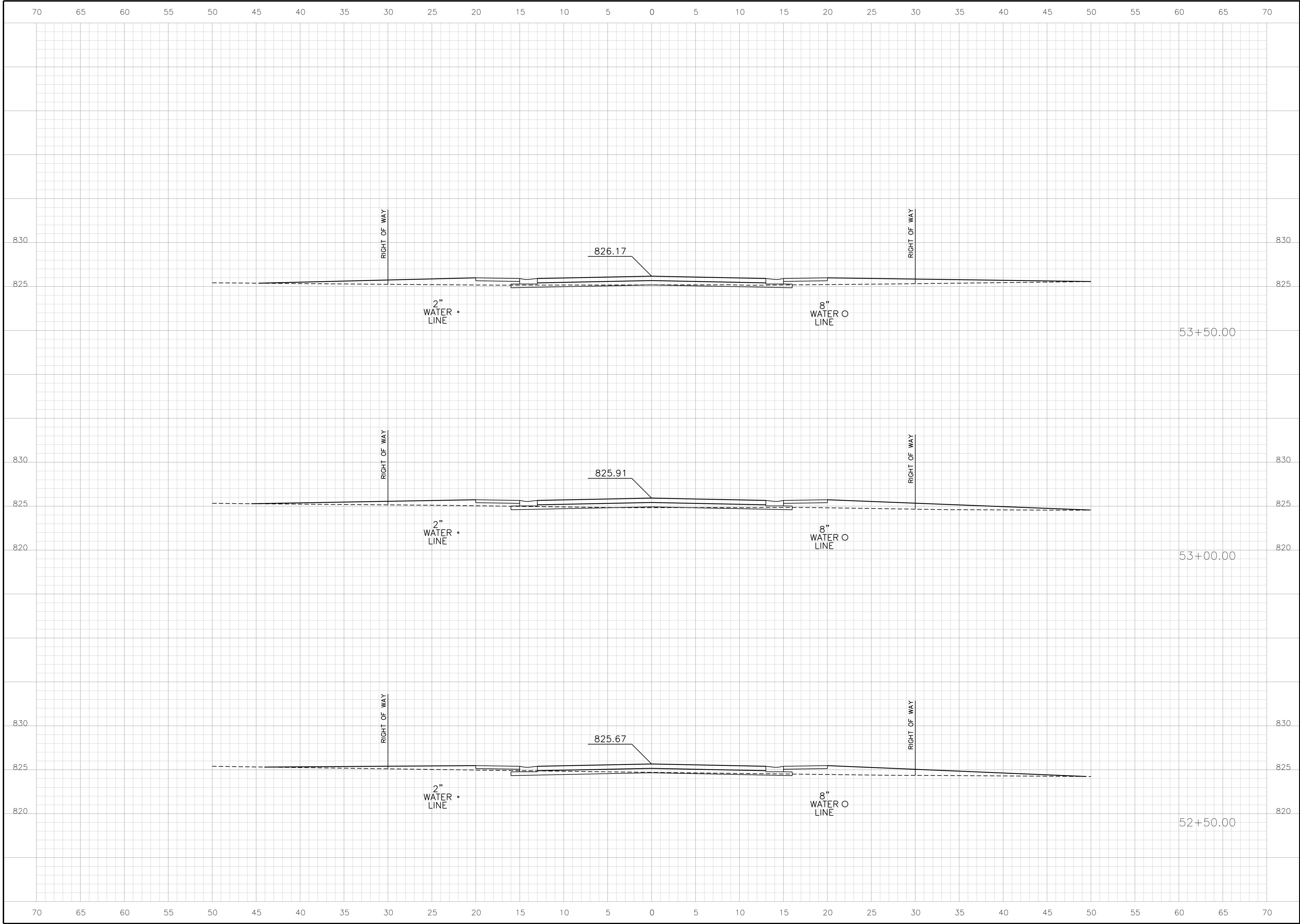
SHEET NO.
54

SHEET 54 OF 59



Page 243 of 302

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115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS



REVISIONS:	MARK	DATE	DESCRIPTION

PROJ NO: P101230076
SCALE: 1" = 5'
DATE: 10/9/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

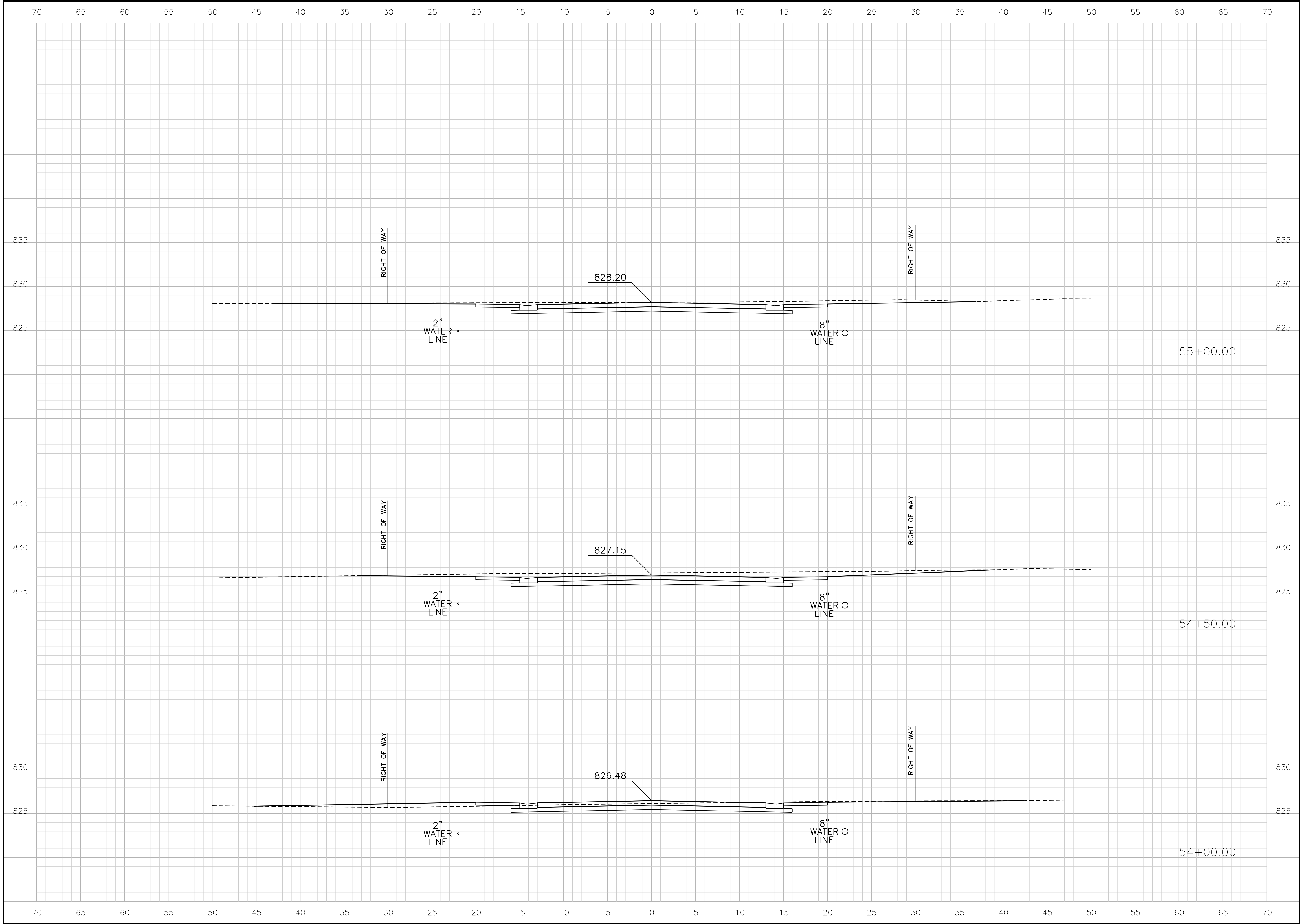
SHEET TITLE:
**CROSS SECTIONS
CATALPA STREET
STA 52+50.00 TO
STA 53+50.00**

SHEET NO.
56

SHEET 56 OF 59

IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING

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IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3899
FAX: 620-445-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS

REVISIONS:	MARK	DATE	DESCRIPTION

PROJ NO: P101230076
SCALE: 1" = 5'
DATE: 10/9/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:
**CROSS SECTIONS
CATALPA STREET
STA 54+00.00 TO
STA 55+00.00**

SHEET NO.
57

SHEET 57 OF 59





115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

JEFFERSON SUBDIVISION
INDEPENDENCE, KANSAS[illegible]

PROJ NO: P101230076
SCALE: 1" = 5'
DATE: 10/9/2023
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: CCB

SHEET TITLE:
CROSS SECTIONS CATALPA STREET STA 56+13.67

SHEET NO. 59



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 28, 2024**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider approval of demolition bids.

SUMMARY RECOMMENDATION City staff recommends awarding the bids to the next lowest bidder.

BACKGROUND The City of Independence awarded demolition bids on March 14, 2024, to the lowest bid per property and tabled action on two others when they approved the following motions:

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.

The City notified the bidders on Friday, March 15, 2024, of the houses awarded to them with a notice to proceed on April 1, 2024. On Friday afternoon, Assistant City Manager David Cowan received a call from G&G Dozer, Gary Gorby, and he indicated he submitted a combined bid of \$60,000.00 and would either do all of them or none. David informed Gary that he had submitted his bid in the "Individual Column" and that the bids had been given to the lowest bidder per property. He indicated that was not his intention and that he either received them all or would withdraw his bid, stating; "I gave you the cost, so you could bill the houses". City Staff reviewed the bid sheet again and confirmed G & G's bids were submitted in the individual column, and were properly awarded to the low bidder. It should be noted that the bid sheet also indicates; "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."

Staff recommends awarding the bids to the next lowest bidder.

- MEGA with 427 S. 15th, 700 E. Edison, 408 S. 8th, 217 S. 2nd & 1005 E. Birch
- JRB with 201 S. 14th

Demo Bids									
MEGA			G&G			JRB			
	Individual	Combined		Individual	Combined		Individual	Combined	Fast Track Services Sound Ground
427 S. 15th	\$6,600.00		427 S. 15th	\$6,600.00		427 S. 15th	\$8,500.00	\$8,000.00	\$15,950.00 \$23,000.00
501 S. 15th	\$6,600.00		501 S. 15th	\$6,600.00		501 S. 15th	\$6,500.00	\$6,000.00	\$15,550.00 \$23,000.00
600 S. 15th	\$7,200.00		600 S. 15th	\$7,200.00		600 S. 15th	\$6,000.00	\$6,000.00	\$14,050.00 \$23,000.00
601 S. 15th	\$6,600.00		601 S. 15th	\$6,600.00		601 S. 15th	\$7,000.00	\$7,000.00	\$18,750.00 \$23,000.00
201 S. 14th	\$6,900.00		201 S. 14th	\$5,500.00		201 S. 14th	\$6,500.00	\$6,000.00	\$16,250.00 \$23,000.00
700 E. Edison	\$5,900.00		700 E. Edison	\$5,500.00		700 E. Edison	\$8,500.00	\$8,000.00	\$16,650.00 \$23,000.00
408 S. 8th	\$7,800.00		408 S. 8th	\$4,500.00		408 S. 8th	\$9,500.00	\$9,000.00	\$15,470.00 \$23,000.00
217 S. 2nd	\$7,700.00		217 S. 2nd	\$4,500.00		217 S. 2nd	\$8,000.00	\$8,000.00	\$11,550.00 \$23,000.00
919 E. Birch	\$4,600.00		919 E. Birch	\$5,500.00		919 E. Birch	\$7,000.00	\$7,000.00	No Bid \$23,000.00
1005 E. Birch	\$8,100.00		1005 E. Birch	\$6,500.00		1005 E. Birch	\$8,500.00	\$8,000.00	No Bid \$23,000.00
Total Low Bid	\$47,300.00	\$66,600.00	Total	\$60,000.00		Total Low Bid	\$0.00	\$73,000.00	\$124,220.00 \$230,000.00
Previous Comm Action	\$11,200.00		Award	\$0.00		Previous Comm Action	\$0.00		
Additional Comm Action	\$36,100.00					Additional Comm Action	\$6,500.00		
Green = Totals			City Cost						
Blue = Current Low Bid			Housing						
Orange = Request to Hold Demo 90 days									
Yellow = Previous Commission Action									

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. If the recommendation of City staff is approved, the City will pay \$46,000.00 (including properties previously awarded to MEGA at the last meeting) from the demolition fund, and the Housing Department will pay \$7,800.00 for the 408 S. 8th Street house. The remaining demolition fund balance will be \$20,326.29.

SUGGESTED MOTION I move to award MEGA the demolition bid for 427 S. 15th, 700 E. Edison, 408 S. 8th, 217 S. 2nd, & 1005 E. Birch in the amount of \$36,100.00, and to award JRB the demolition bid for 201 S. 14th in the amount of \$6,500.00.

SUPPORTING DOCUMENTS

1. Bid Tab Documents

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



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



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



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



"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



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



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 Gorbey 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
[Signature]

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.

<u>JRB Industries Inc</u> Name of Bidder (Printed)	<u>PO Box 603, Parsons Ks.</u> Address <u>67357</u>
<u>James Beachner</u> Signature	<u>3-7-24</u> Date
<u>President</u> Title	<u>620 423 1070</u> Contact Phone Number
<u>jamesbeachner@gmail.com</u> Email	



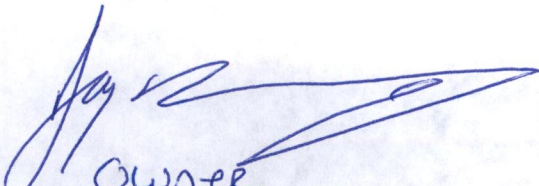
7. BID SCHEDULE

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 28, 2024**

Department Police

Director Approval Jerry Harrison

AGENDA ITEM Request to amend City Code Section 102-7 (Ordinance No. 4024) an ordinance authorizing operation of golf carts, micro-utility trucks, and work-site utility vehicles.

SUMMARY RECOMMENDATION The Police Department has received requests that the City Commission amend an ordinance to allow the operation of golf carts, micro-utility trucks, and work-site utility vehicles on city streets.

BACKGROUND On 12-11-2008, the City Commission approved Ordinance No. 4024, permitting operation of micro-utility trucks on city streets. Due to citizen requests police department staff are requesting the City Commission repeal 102-7 (Ord. No. 4024) and replace it with an ordinance allowing the operation of golf carts, micro-utility trucks, and work-site utility vehicles on city streets. This ordinance follows state statutes KSA 8-15,106 (Micro Utility trucks); 8-15,108 (golf carts); and 8-15,109 (work-site utility vehicle) by restricting these vehicles from being operated on state and federal highways within the city except to cross state and federal highways.

FINANCIAL INFORMATION No financial impact.

SUGGESTED MOTION I move to amend City Code Section 102-7 (Ordinance 4024) as written to allow operation of golf carts, micro-utility trucks, and work-site utility vehicles on city streets.

SUPPORTING DOCUMENTS

1. Ordinance 4449 - Alternative Vehicle Ordinance
2. KSA 8-15,106
3. KSA 8-15,108
4. KSA 8-15,109
5. Sec. 102_7. ___ Operation_of_micro_utility_trucks.

ORDINANCE NO. 4449

AN ORDINANCE AMENDING AND REPLACING CITY CODE SECTION 102-7 (ORDINANCE 4024) AUTHORIZING OPERATION OF GOLF CARTS, MICRO-UTILITY TRUCKS AND WORK-SITE UTILITY VEHICLES

Be it ordained by the governing body of the City of Independence, Kansas:

Section 1. Lawful Operation of Work-Site Utility Vehicles, Golf Carts or Micro-Utility Trucks: Pursuant to the authority granted by K.S.A. 8-15,109, 8-15,106 and 8-15,108, work-site utility vehicles, golf carts and micro-utility trucks may be lawfully operated on public highways and streets within the city upon compliance with all requirements of this ordinance.

Section 2. Definitions: Work-site utility vehicles, golf carts, micro-utility trucks, and all other words and phrases used in this ordinance shall have the same meaning and definition as set forth in corresponding state statutes, currently including K.S.A. 8-126, 8-1493, 8-1494, 8-1495, 8-15,109, 8-15,106, and 8-15,108.

Section 3. City License Requirement: It shall be unlawful for any person to operate a work-site utility vehicle, golf cart or micro-utility truck upon any public highway or street within the city without first having obtained a city license to do so.

The owner of a work-site utility vehicle, golf cart or micro-utility truck may apply for a license upon a form prescribed by the city which describes with particularity the specific work-site utility vehicle, golf cart or micro-utility truck sought to be licensed including any vehicle identification number. Upon receipt of a license application and an annual license fee of \$25.00, the City Clerk shall issue a license for operation of the specific work-site utility vehicle, golf cart or micro-utility truck within the city for a period of one calendar year beginning January 1 through December 31. There shall be no proration of the annual license fee. In addition to the license issued by the City Clerk, the owner shall be issued a sticker which must be applied to the vehicle in a conspicuous location.

Section 4. Restrictions: Operation of work-site utility vehicles, golf carts and micro-utility trucks upon public highways and streets within the city shall be subject to the following restrictions:

- a. The operation thereof shall only be between sunrise and sunset;
- b. The operator must have a valid Class C driver's license issued by the State of Kansas, or its equivalent issued by another state of the United States;
- c. The operator shall have current liability insurance in place, and have proof of such insurance in his or her possession while operating the work-site utility vehicle, golf cart or micro-utility truck. The insurance coverage must be equal to that required of motor vehicles registered for operation on public highways and streets of the State of Kansas;

- d. The operator shall have in his or her possession while operating the work-site utility vehicle, golf cart or micro-utility truck the license issued by the City and shall conspicuously display on the vehicle the sticker issued by the City.
- e. The operator shall obey all traffic laws, regulations and ordinances;
- f. The operator shall not operate the work-site utility vehicle, golf cart or micro-utility truck on city street designated as a portion of US Highway 75 or US Highway 160 as they pass through the city except to cross US Highway 75 or US Highway 160 in a perpendicular fashion only;
- g. The work-site utility vehicle, golf cart or micro-utility truck shall be equipped with an orange triangular pennant or flag affixed to the top of a flexible pole attached to the rear of such vehicle so that the top of the pole is not more than eight feet above street level and the bottom corner of the pennant or flag is at least four feet above the seat on such vehicle. The dimensions of the pennant or flag shall be no less than six inches wide by twelve inches long, and shall not exceed twelve inches wide by twenty-four inches long.
- h. With regard to a license for operation of a micro-utility truck only, no license shall be issued until such time as the micro-utility truck meets all equipment requirements under Article 17 of Chapter 8 of Kansas Statutes Annotated.

Section 5. Suspension or Revocation: The Chief of Police, or his designee, may suspend or revoke the license for operation of a work-site utility vehicle, golf cart or micro-utility truck under this ordinance, upon five days' written notice to the owner / license applicant thereof and with an opportunity to be heard, for noncompliance with or violation of any of the terms and conditions of this ordinance and corresponding state statutes and regulations pertaining to work-site utility vehicles, golf carts or micro-utility trucks.

Section 6. Appeal: The owner / license applicant, within thirty days after the order of the Chief of Police suspending or revoking any license, may appeal to the Governing Body which shall hear and determine the appeal. Any appeal so taken shall not stay the order of suspension or revocation of the license nor shall any new license be issued for the work-site utility vehicle, golf cart or micro-utility truck in question for a period of six months thereafter. Further appeal shall be to the District Court as provided by K.S.A. 60-2101.

Section 7. Penalty: It shall be unlawful to violate any provision of this ordinance. A conviction for violation of this ordinance shall be a traffic infraction punishable by a fine of not less than \$200.00 for the first violation, of not less than \$350.00 for the second violation, and not less than \$500.00 for the third and subsequent violation. The Municipal Court Judge shall also have the authority to suspend or revoke any license issued hereunder, depending on the seriousness of the offense.

Section 8. Repeal: City Code Section 102-7 (Ordinance 4024) and all previous ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 9. Effective Date: This ordinance shall take effect upon its publication in the official City newspaper.

Adopted by the governing body of the City of Independence on the 28th day of March, 2024.

Timothy R. Emert, Mayor

ATTEST:

David Schwenker, City Clerk

KANSAS OFFICE of REVISOR of STATUTES

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8-15,106. Operation of micro utility trucks; where; when. (a) It shall be unlawful for any person to operate a micro utility truck: (1) On any interstate highway, federal highway or state highway; or (2) on any public highway or street within the corporate limits of any city unless authorized by such city.

(b) No micro utility truck shall be operated on any public highway or street, unless such truck complies with the equipment requirements under article 17 of chapter 8 of the Kansas Statutes Annotated, and amendments thereto.

(c) The provisions of subsection (a), shall not prohibit a micro utility truck from crossing a federal or state highway.

(d) This section shall be part of and supplemental to the uniform act regulating traffic on highways.

History: L. 2008, ch. 167, § 2; July 1.

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[Previous](#) | [Next](#)
LEGISLATIVE**COORDINATING COUNCIL****RECENT MEETINGS****12/18/2023**[Meeting Notice](#) [Agen](#)**POLICY**[LCC Policies](#)**REVISOR OF STATUTES****NEW, AMENDED AND
REPEALED**[2023 New, Amended
and Repealed by KSA](#)[2023 New, Amended
and Repealed by Bill](#)**VALID SECTION NUMBEI**[2024 Valid Section
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8-15,108. Operation of golf cart; where; when. (a) It shall be unlawful for any person to operate a golf cart: (1) On any interstate highway, federal highway or state highway; (2) on any public highway or street within the corporate limits of any city unless authorized by such city; or (3) on any street or highway with a posted speed limit greater than 30 miles per hour.

(b) The provisions of subsection (a) shall not prohibit a golf cart from crossing a federal or state highway or a street or highway with a posted speed limit in excess of 30 miles per hour.

(c) A golf cart shall be operated on any public street or highway only during the hours between sunrise and sunset, unless equipped with: (1) Lights as required by law for motorcycles; and (2) a properly mounted slow-moving vehicle emblem as required by K.S.A. [8-1717](#), and amendments thereto.

(d) This section shall be part of and supplemental to the uniform act regulating traffic on highways.

History: L. 2009, ch. 119, § 2; L. 2018, ch. 72, § 4; July 1.

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8-15,109. Operation of work-site utility vehicle; where; when; exceptions. (a) It shall be unlawful for any person to operate a work-site utility vehicle: (1) On any interstate highway, federal highway or state highway; or (2) within the corporate limits of any city unless authorized by such city.

(b) Notwithstanding the provisions of subsection (a), work-site utility vehicles may be operated to cross a federal highway or state highway.

(c) Notwithstanding the provisions of subsection (a)(1), persons engaged in agricultural purposes may operate a work-site utility vehicle on a federal highway or state highway under the following conditions:

(1) The operator of the work-site utility vehicle must be a licensed driver and be operating within the restrictions of the operator's license;

(2) the federal highway or state highway must have a posted speed limit of 65 miles per hour or less;

(3) the operator of the work-site utility vehicle must operate the work-site utility vehicle as near to the right side of the roadway as practicable, except when making or preparing to make a left turn; and

(4) the purpose of the trip using the work-site utility vehicle must be for agricultural purposes.

(d) No work-site utility vehicle shall be operated on any public highway, street or road between sunset and sunrise unless equipped with lights as required by law for motorcycles.

(e) This section shall be part of and supplemental to the uniform act regulating traffic on highways.

History: L. 2009, ch. 119, § 3; L. 2019, ch. 61, § 6; July 1.

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Sec. 102-7. Operation of micro utility trucks.

- (a) *Definition.* "Micro utility truck" means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 144 inches, has an unladen weight, including fuel and fluids, of more than 1,500 pounds, can exceed 40 miles per hour as originally manufactured, and is manufactured with a metal cab. Micro utility truck does not include a work-site utility vehicle.
- (b) *Operation permissible.* Micro utility trucks may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city subject to the provisions of this section.
- (c) *Driver's license required.* No person shall operate a micro utility truck on any public highway, street, road or alley within the corporate limits of the city unless such person holds a valid driver's license.
- (d) *Insurance.* Every owner of a micro utility truck shall provide motor vehicle liability insurance coverage in accordance with the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101 et seq.
- (e) *Equipment requirements.* All micro utility trucks shall be in compliance with the equipment requirements set forth in K.S.A. ch. 8, art. 17.
- (f) *Traffic rules and regulations.* All duties and traffic rules and regulations applicable to motor vehicles found in the Standard Traffic Ordinance for Kansas Cities as adopted by the City of Independence, shall apply to micro utility trucks.
- (g) *Registration.*
 - (1) The owner of a micro utility truck, before such vehicle is operated on public highways, streets, roads or alleys within the corporate limits of the city, shall register the vehicle with the city.
 - (2) Registration with the city shall be on such forms required by the office of the city clerk consistent with the provisions of this section.
 - (3) At time of registration, proof of the following shall be provided:
 - a. Certificate of ownership or other satisfactory proof of ownership.
 - b. Motor vehicle liability insurance in accordance with Kansas Automobile Injury Reparations Act, K.S.A. 40-3101 et seq.
 - c. Payment of current personal property taxes on the vehicle.
 - d. The passing of an inspection by the Independence Police Department to ensure compliance with the equipment requirements of K.S.A. ch. 8, art. 17.
 - (4) At time of registration, an annual registration fee of \$25.00 shall be paid.
 - (5) Upon registration, the city clerk shall issue a registration permit valid through December 31 of the year for which it is issued.
 - (6) The registration permit shall be displayed on the micro utility truck in a conspicuous location readily ascertainable to law enforcement officers.
- (h) *Penalties.* It shall be unlawful for any person to operate a micro utility truck on any public highway, street, road or alley within the corporate limits of the city in violation of any provision of this section. A violation of this section shall be punishable by a fine of not more than \$1,000.00 or by imprisonment for not more than six months, or by both such fine and imprisonment.

(Ord. No. 4024, §§ 1—8, 12-11-08)



Presentation
CITY OF INDEPENDENCE
March 28, 2024

Department Housing

Director Approval April Nutt

AGENDA ITEM State of Independence Housing

BACKGROUND Melody Kikkert, Montgomery County Appraiser, will present information concerning the state of housing within the City of Independence.

SUPPORTING DOCUMENTS



Report
CITY OF INDEPENDENCE
March 28, 2024

Department Public Works & Utilities

Director Approval

AGENDA ITEM Projects and Public Works Report

BACKGROUND

SUPPORTING DOCUMENTS

1. Project Status 3-2024cc

	Project Title	Project Description/Scope	Approx. Cost (000's)	Grant Portion	Arch. or Eng. Partner	Status	Last Month Progress	Next Month Plan/Issues	Projected Const Start	Projected Compl.
1	SS4A	Safe Streets for All grant application.	\$1,605	\$1,605	TranSystems	Pre-grant.	Prepare draft paperwork.	First meeting with FHWA.	TBD	TBD
2	Water Plant Next Phase	Water Plant Capital Work Per Master Plan	\$6,000	n/a	PEC	Design.	Continue engineering.	Continue engineering.	3Q24	4Q26
3	FAA - Rehab Pavement	Rehabilitate portions of the taxiways at Independence Municipal Airport.	\$735	\$662	Lochner	Design.	Design.	Review design.	3Q24	1Q25
4	SPCC - Airport	Containment upgrades for fueling	\$150	n/a	TranSystems	Design.	95% complete documents.	Review documents.	2Q24	3Q24
5	CCLIP Grant - Main	Main Street - 8th to 2nd, mill and overlay	\$1,000	\$800	TranSystems	Pre-bid.	Issue revised drawings.	Determine bidding.	2Q24	3Q24
6	Transp. Alt. Grant	8' sidewalk to Wal-Mart and Labette	\$1,350	\$980	TranSystems	Pre-bid.	Drawings resubmitted after revision to KDOT.	Start ROW acquisition (very small area).	3Q24	1Q25
7	KDHE Wastewater Loan	New sewer lines around 1st and Birch and around the Westminster area.	\$3,000	n/a	TranSystems	Pre-bid.	Documents with KDHE for a year. TranSystems met with State in person. Loan agreement ~ 2 weeks. Condemnation nearly complete.	Minor specification comments, should be getting draft loan agreement from KDHE soon.	2Q24	3Q24
8	CCLIP Grant - Penn	Reconstruct Penn from Morningside to City Limits	\$500	\$370	TranSystems	Pre-construction.	Wait.	Hold precon. (KDOT)	2Q24	3Q24
9	KDOT KAIP	New Beacon	\$120	\$108	Lochner	Pre-construction.	Execute contract, schedule work.	Work in 3Q24.	3Q24	3Q24
10	Waterline/Meter Project	New Water Meters, Replace Some Water Main	\$3,600		PEC	In construction.	Construction started on data network at water towers.	Work started on data collection for lead and copper, April 15 start.	1Q24	3Q24
11	Big Straw	Water pipeline to Bartlett.	\$11,000	All (via Bartlett)	EBH	In construction.	Construction in progress.	Construction in progress.	4Q23	1Q25
12	Jefferson Subdivision	Streets and infrastructure for new subdivision.	\$1,100	TBD	TranSystems	In construction.	Notice to proceed in March.	Project started, finishing utilities, streets next.	1Q24	3Q24
13	Central Park - Phase I	New soccer fields, revamp existing ball fields.	\$6,800	\$2,100	Indigo	In construction.	In construction.	In construction.	3Q23	2Q24
14	Parking Lot N. of City Hall	Design and construct new parking lot north of historic City Hall	\$661	n/a	TranSystems	In construction.	Preconstruction held, March 18 start.	March 18 start.	1Q24	3Q24
15	Enterprise Drive	Buildout of street, utilities	\$1,700	\$1,300	TranSystems	In construction.	Easement with landowner. Meet with landowner.	Easement with landowner to be signed.	1Q22	2Q24
16	KDOT: Maple Street Cost Share	Complete rebuild, 17th Street to City Limits	\$3,780	\$1,600	TranSystems	In construction.	Easement with landowner. Meet with landowner.	Waiting on Atmos easement.	1Q22	2Q24
17	Precision Rail	Rail work to be paid for by KDOT grant and precision, contract with City.	\$1,000	\$1,000	(Precision)	In construction.	Complete in next 30 days.	Nearly complete.	3Q23	2Q24
A	Whiskey Creek	Artificial lake for runoff water impoundment	TBD		TranSystems	Hold.	Fifth meeting in July.	Sixth meeting TBD.	TBD	TBD
B	Airport Infrastructure	Paving at airport to support business.	\$434	\$349	TranSystems	Developing.	Grant not awarded, revert to base inducement scope.	Reviewing scope of work.	2024	2024
C	KDOT Bridge Grant	Replace Cherry Street bridge with box culvert.	\$400	TBD	TranSystems	Hold.	Grant applied for, wait.	Grant not successful.	TBD	TBD
D	Dam Investigation	Investigate/Repair Verdigris Dam	\$500	TBD	WRS, LLC	Hold.	Grant applied for, wait.	Grant applied for, wait.	TBD	TBD
E	CCLIP Grants	Applied for Two CCLIP Grants (10th St. and Main	TBD	TBD	TranSystems	Hold.	New item.	Grant applied for, wait.	TBD	TBD
F	Cost Share	Applied for Sycamore Cost Share	TBD	TBD	TranSystems	Hold.	New item.	Grant applied for, wait.	TBD	TBD
	Green shade denotes changed/new information from last month.									



Presentation
CITY OF INDEPENDENCE
March 28, 2024

Department Police

Director Approval Jerry Harrison

AGENDA ITEM Benchmarking the Lexipol Risk and Operational Effectiveness Audit

BACKGROUND In February of 2020 we began an audit with Lexipol. The audit looked at Lexipol's 5 Pillars of a successful organization, people, policy, training, supervision, and discipline.

In May of 2021 we reported to the City Commission that IPD was rated as excellent in dealing with people in crisis and our defensive tactics system. Many of the findings in the audit were addressed during the audit. There were 10 findings remaining to be addressed in May 2021. The 10 findings are explained in the attached memo and there are other details and benchmarking of progress in the spreadsheet.

SUPPORTING DOCUMENTS

1. Lexipol Audit Memo



Independence Police Department

Jerry Harrison Chief of Police

120 N. 6th St.

Independence, Kansas 67301

General Office (620)332-1700 Fax (620)332-1703



To: City Manager Kelly Passauer

From: Chief Harrison

RE: Lexipol Risk and Operational Effectiveness Audit

In February of 2020 we began an audit with Lexipol. The audit looked at Lexipol's 5 Pillars of a successful organization, people, policy, training, supervision, and discipline. In May of 2021 we reported to the City Commission that IPD was rated as excellent in dealing with people in crisis and our defensive tactics system. Many of the findings in the audit were addressed during the audit. There were 10 findings remaining to be addressed in May of 2021. High level findings along with their current status follow, the included spreadsheet shows the findings as well as some not included for brevity:

1. Control of prisoners
 - a. Auditors noted we had no bench or handcuff rail in our booking facility. We delayed addressing this as we were making plans to move back to City Hall.
 - b. The booking room in City Hall did not have a concrete bench and handcuff rail installed when we moved back to City Hall in September of 2023.
 - c. On 3-22-24 I solicited quotes for a restraint bench
 - i. This finding will be addressed through the procurement process
2. Property/Evidence Room procedures updated.
 - a. In February of 2022 evidence personnel were trained on evidence processes and a consultant studied our evidence process and property room and conducted an evidence audit.
 - b. We received the findings of the audit in 2022
 - c. Evidence practices were brought up to standard and went into effect in the Summer of 2023 when we began moving evidence into our new evidence facility
3. Increased and improved weapons training
 - a. While we have a quarterly weapons training plan as of 2024 this has not been implemented.
 - i. I will provide the report to the next chief so that the department can meet compliance with this finding in 2024
4. Records management systems automation
 - a. Our current RMS does not have a comprehensive and effective process for report and arrest reviews or case management
 - b. The new RMS should address these issues and be operational in late summer or early fall of 2024
5. Recruiting strategies updated
 - a. Auditors recommended the following
 - i. Encourage current members to recruit
 1. In December of 2023 City administration implemented a



Independence Police Department

Jerry Harrison Chief of Police

120 N. 6th St.

Independence, Kansas 67301

General Office (620)332-1700 Fax (620)332-1703



- recruiting bonus program
- ii. Reflect the diversity of our community
 - 1. Two of eight leadership positions staffed by female personnel
 - 2. Four of twenty sworn positions are female
 - 3. We have three members representing different races and/or ethnicities
 - 4. This will be an ongoing process to ensure IPD represents the community we serve
- iii. Connect with educational institutions
 - 1. We have partnered with ICC to develop a public employee scholarship program
- iv. Select qualified background investigators
 - 1. We improved and formalized our background process
 - 2. Due to staffing levels we have outsourced our background investigations to a licensed consultant
- v. Implement a probationary period
 - 1. In January of 2024 City administration instituted a probationary program for sworn personnel
- 6. Early warning system for employee problems
 - a. In April of 2022 IPD implemented Guardian Tracking, performance management software. We designed an early warning system that complied with our policies and procedures during implementation
 - i. Since implementation IPD has conducted early warning reviews as needed
 - ii. Key personnel were trained on EWS and it is recommended the EWS be reviewed and optimized as needed
- 7. Critical personnel policies aligned with city personnel policies.
 - a. This recommendation has been considered and some personnel policies have been implemented in Lexipol
 - b. The general intent for personnel policies is to continue to rely on city personnel policies and enact internal department policies on a limited basis when necessary
 - c. While IPD policies can be modified to align with city personnel policies, this process has been a low priority due to staffing levels. For efficiency command staff agreed that the best course was to rely on city policies and focus resources elsewhere until staffing recovers
- 8. Regular defensive tactics training
 - a. In 2022 we implemented a training plan requiring all personnel to attend 8 hours of training annually, offering two hours of training every month
 - b. We adopted Gracie Survival Tactics for our training system in 2020



Independence Police Department

Jerry Harrison Chief of Police

120 N. 6th St.

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9. De-escalation training
 - a. Recommended reinforcing CIT training with some de-escalation training
 - b. In June of 2022 two personnel were trained to be instructors in the National De-escalation Training Center's Level 3 De-escalation training program
 - c. August of 2022 one member earned a senior instructor rating allowing IPD to host classes without program oversight from the NDTC located at Ft. Hays State University
 - d. IPD personnel began rotating through de-escalation training in 2022
 - e. Personnel are due to begin rotating through this training in 2024
 - f. The interim chief will be provided information on facilitating this training. The training is grant funded and IPD initiated the program on a grant.
10. Performance reviews improved.
 - a. Auditors recommended aligning performance reviews with IPD's mission, vision, values, and strategic plan.
 - b. No changes have been made as City administration has oversight of performance reviews and IPD utilizes the City's system which aligns with the City's core values.

2022 Lexipol Risk & Operational Assessment Benchmarking Report				
	Findings	Action	Status	Date
1	Encourage members to recruit	Internal Recruiting Bonus	Complete	Dec-24
2	Recruit for diversity	Monitor	Ongoing	
3	Connect with educational institutions to seek applicants	Public Employee Scholarship	Complete	Jan-22
4	Select qualified background investigators	Hired Consultant	Complete	Dec-23
5	Use probationary period	Probation w/ pay increases	Complete	Dec-23
6	Enact early warning system	Guardian Tracking Implementatin	Complete	Apr-22
7	Destroy backlog of old property in evidence room		Ongoing	Mar-22
8	Tracking access to property room		Ongoing	Mar-22
9	Storage and retrieval of temporary evidence		Ongoing	Mar-22
10	Prescription Drug drop off accountability intake to destruction	Chain of custody policy	Complete	Jan-21
11	Video archive accessible to chief	New system city hall	Complete	Dec-23
12	Court notification for destruction of evidence		Ongoing	Mar-22
13	All critical policies released-align with city policy	Selectively implemented	Incomplete	
14	Retrofit for prisoner securing to fix object	Quotes requested	Incomplete	Mar-24
16	Reality based training sims or simulator		Incomplete	
17	Low light fire		Incomplete	
18	Tactical shooting		Incomplete	
19	Force on force shooting	Training scenarios	Ongoing	Jul-23
20	Case mgmt process-reviewing, etc	Implemented Spreadsheet	Ongoing	Jan-24
21	Evidence handling	Policy/procedure manual	Ongoing	Jul-23
22	DTB audits	Lexipol Connect Bronze Award	Ongoing	2022
23	Policy ack audits	Lexipol Connect Bronze Award	Ongoing	2022



Report
CITY OF INDEPENDENCE
March 28, 2024

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM City Board Minutes

BACKGROUND

SUPPORTING DOCUMENTS

1. Land Bank January 2024 Minutes
2. Recreation Commission March 20, 2024 Board Minutes
3. Housing Authority January 2024 Minutes

MINUTES OF THE MEETING OF THE
INDEPENDENCE LAND BANK
January 11, 2024
Noon—City Hall Conference Room

Board Members in Attendance: Jeri Hammerschmidt, Gary Hogsett, John Heckman, Mary Jo Wallis, Lori Wesselowski, Lisa Richard, and Shelley Hudson.

Personnel in Attendance: April Nutt.

Chairman Hogsett called the meeting to order.

Items Requiring Board Action

Hekman made a motion to approve the consent agenda. Wesselowski seconded the motion. The motion passed 5-0.

Richard made a motion to authorize the Housing Authority Executive Director to purchase properties in the Montgomery County tax sale. Hogsett seconded the motion. The motion passed 5-0

Discussion:

Hammerschmidt made a motion to adjourn the meeting. Hudson seconded the motion. The motion passed 5-0.

Respectfully Submitted

Lori Wesselowski
Secretary

April Nutt
Executive Director

INDEPENDENCE RECREATION COMMISSION

Monthly Meeting March 20, 2024

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

Members Present:

Christy Mavers
Moises Rivera
Dustin Woodward
Greg Kelley

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

The agenda was amended to add E. Buddy Hoops under III. Business/Finance – Report. Dustin Woodward moved to approve the agenda as amended. Greg Kelley seconded. Motion carried 4-0.

Minutes

Greg Kelley moved to approve the minutes from the February 21, 2024 board meeting. Dustin Woodward seconded. Motion carried 4-0.

Bills

Moises Rivera moved to approve the March 2024 invoices and checks for payment as presented in the amount of \$3,791.86 as well as bills and employee benefits paid since the last board meeting in the amount of \$19,894.83. Dustin Woodward seconded. Motion carried 4-0.

Treasurer's Report

Galen Palmer reported the following bank balances as of February 29, 2024: First Oak Bank - Checking: \$135,769.83; First Oak - Petty Cash: \$500.00; Equity Bank - Savings \$153,769.69. Greg Kelley moved to approve the treasurer's report as presented. Dustin Woodward seconded. Motion carried 4-0.

PROGRAMS/OPERATIONS

Maintenance Report

Jim Butts answered any questions the board had on the maintenance report. Jim informed the board members that he has been getting bids for new diving boards at Riverside Beach per the city's request, as well as looking into getting someone out there to paint which needs to be done within a month since opening day is May 25th this year. Jim stated that the diving boards run approximately \$7,500 each. Christy Mavers stated that she would like everyone to buckle down and get it done by opening day. Greg Kelley asked Jim to check the exhaust fan in the southeast corner of the Ash Center gymnasium as it appears to need cleaning and is possibly clogged up.

Programs Report

Nick McBride answered any questions the board had on the programs report. Christy Mavers stated that the spring soccer numbers look great this year and Nick informed the board that participation numbers are up across the board other than 6th- 8th flag football as they dropped a few participants in that group. Nick stated the soccer clinic was a big success this year, it was held in the Ash Center gym and the CCC girl's soccer team came in to help out and the kids enjoyed that; Nick stated they had a good turnout this year. A discussion was held on how the soccer fields will be setup at the football stadium this spring and the commission members viewed a map Nick presented to them and he answered any questions. Nick stated that it will be a learning curve, but they plan to separate each field with cones and he believes in the long run it will be successful and will work until the new soccer fields are finished at the Central Park Sports Complex.

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 continued success of IRC Pickleball leagues and upcoming summer activities.

BUSINESS/FINANCE

Central Park Sports Complex Update

Brent stated that work continues at the Central Park Sports Complex and asked the board members to drive by if they haven't because it is amazing the amount of work that has been done recently including the 1-mile walking trail that is currently being compacted, the concrete has been poured between the 4-plex, the turf has been laid on the Edward Jones Clark James baseball field and the east side has been extensively elevated as work continues in that area. Brent informed the board that he has purchased an 8x8" brick through the donor plaza brick

campaign for the current board members as well as two more bricks for the current IRC employees. Christy Mavers reminded the board that next Monday is the deadline for the bricks so if anyone is interested now is the time to purchase through the city's website. Brent stated the website is easy to navigate and very user friendly. Christy asked Brent where things stand on the initial landscaping phase of the complex and Brent stated he has not heard anything with absolute certainty, but thinks the city is working out a deal with Jack at TLC Groundskeeping, Inc.

Registration System Update

Brent informed the commission that the switch to the City's registration system called Civic Rec has been an ongoing process but they are getting there. Brent stated that he is requesting someone with the city or Civic Rec come in and set up the credit card scanners because so far he and Nick have not got them to work properly. Brent stated that the goal is to begin using the new system for baseball and softball registrations on March 28th. Brent stated the plan is to have credit card readers at the Ash Center, Riverside Beach, and at the Sports Complex.

Ash Center Pool Updates

Brent explained that there have been a few more major issues with the indoor pool recently and that some old wiring had corroded and was shorting out the fuses causing the pumps and HVAC not to function properly. Brent stated they had an electrician out to check on it and he installed new wiring and LED outlets. Brent stated that they also had new LED pool lighting installed as well as new chemical sensors; things are running much smoother at this time. Brent informed the board that he feels like it is time to start thinking about painting the indoor pool as previously discussed, and he would highly recommend doing so in the winter months when utilities are extremely high and IRC can cut costs by shutting down at that time, which is usually a one month process. Brent stated he estimates the painting to run between \$6,000 -\$8,000. Brent informed the board that the pool at the Coffeyville High School is closed and under maintenance, therefore he is allowing the Coffeyville Swim Team to practice at the Ash Center during weekday evenings after the Independence team is done. Brent stated so far everything has worked out although Coffeyville usually hosts a couple of swim meets, Brent stated that unfortunately he would not be able to do that for them, as the space in the pool area is just too small. Brent stated that is place of hosting a swim meet IRC would be willing to host a senior night for both Independence and Coffeyville teams.

Commemorative Coins

Brent informed that board members that Nick has designed a commemorative coin to be given to all participants the first year at the new Central Park Sports Complex. Brent stated these coins will be given out in place of medals or trophies, all IRC participants will get a coin as a keepsake, and they may even sell a few at the concession stand for anyone else that may be interested. Brent passed around Nick's design and the board unanimously agreed they liked the idea. Brent stated that in the competitive leagues IRC will still out give 1st and 2nd place

trophies. Brent stated they will probably order approximately 800 coins for a cost of around \$2,200, which is actually less than IRC typically spends on medals.

Buddy Hoops

Brent informed that board that IRC supervisor, Gloria Price, would like to run a Buddy Hoop basketball program for the special needs population like she does in the fall with Buddy Softball. Brent stated that the program will run approximately 5-6 weeks at the Ash Center on Monday nights; the cost is \$15. Brent plans to see if some of the high school basketball players would be willing to help Gloria out with the program.

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	*Asked Brent if he got some bids on a new digital display board for the outside of the Ash Center and Brent stated it would be approximately \$30,000 for a nice system. Christy asked about a manual display board that is less expensive, similar to what the Ash used to have, but Brent stated he would prefer not to go that route unless absolutely necessary.
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ADJOURNMENT

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

Respectfully Submitted,

Dustin Woodward
Acting Secretary

MINUTES OF THE MEETING OF THE
INDEPENDENCE HOUSING AUTHORITY

January 16, 2024
Noon

Board Members in Attendance: Fred Meier, Charles Doerr, and Rita Ortolani.
Personnel in Attendance: April Nutt.

The meeting was called to order.

Ortolani made a motion to approve the agenda. Doerr seconded the motion. The motion passed 5-0.

Meier made a motion to approve the November 28, 2023 minutes. Doerr seconded the motion. The motion passed 5-0.

Doerr made a motion to approve the consent agenda. Meier seconded the motion. The motion passed 5-0.

Budget Reports: Penn Terrace, Chaney, Earl Street, and Cedar Pointe.

IHA's Net Worth Report.

Bills for approval from November 29, 2023 to January 16, 2024.

Director's Report.

Items Requiring Board Action

Ortolani made a motion to appoint Fred Meier to the Housing Steering Committee. Doerr seconded the motion. The motion passed 5-0.

Meier made a motion to receive bids to demolish 408 South 8th. Ortolani seconded the motion. The motion passed 5-0.

Executive Session

Communications

Jefferson Subdivision Update

Update on potential housing developments.

Discussion concerning the sale of lots in the Jefferson Subdivision.

Discussion of setting aside funds for the development of houses in the Jefferson Subdivision.

Consider the sale of 412 South Penn.

Review the Jefferson Subdivision house plans.

Update on Independence Land Bank activity.

Meier made a motion to adjourn the meeting. Doerr seconded. M.C.