



Tuesday, November 12, 2024
Commission Room, City Hall 5:30 PM

Independence Planning Commission/Board of Zoning Appeals

To join by Conference Call dial:1-785-289-4727 Conference ID: 820 754 218#

I. CALL TO ORDER

II. MINUTES

- a. Consider approving minutes of the October 1, 2024 Planning Commission/Board of Zoning Appeals meeting.

III. BOARD OF ZONING APPEALS (DOES NOT INCLUDE OUTSIDE CITY APPOINTMENTS)

IV. PLANNING COMMISSION

- a. **Case #: 2024/ZA/11** - Public hearing to consider a request for rezoning a lot located at 3100 Cessna Boulevard presently zoned M-1, light industrial district to zone M-2, heavy industrial district with the purpose of building a test cell for jet aircraft engines.
- b. **Case #: 2024/CUP/05** - Public hearing to consider a conditional use permit for a short term rental (AirBnB) to be located at 940 Crescent Drive.

V. DISCUSSION

VI. ADJOURNMENT



**PLANNING COMMISSION ACTION / BOARD OF
ZONING APPEALS MINUTES
CITY OF INDEPENDENCE
November 12, 2024**

Department City Clerk

Prepared By David Schwenker

AGENDA ITEM Consider approving minutes of the October 1, 2024 Planning Commission/Board of Zoning Appeals meeting.

SUMMARY RECOMMENDATION Approve the minutes.

I move to approve the minutes of the October 1, 2024 Planning Commission/Board of Zoning Appeals meeting.

SUPPORTING DOCUMENTS

1. October 1 2024 PZ Minutes

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's October 1, 2024 Meeting

I. Call to Order

Present: Michelle Anderson, Tim Haynes, Mary Jo Dancer, Lisa Richard, Gary Hogsett, Butch Holum and Rita Ortolani

Absent: Kym Kays and Rachel Lyon

City Staff Present: Kelly Passauer, City Manager/Zoning Administrator; David Cowan, Assistant City Manager; Jeff Chubb, City Attorney; David Schwenker, City Clerk and Maurice Garlet, Building Inspector

Guests: Larry McHugh, Lisa Wilson and Miranda Bruening

Vice -Chair Lisa Richard called the meeting to order.

II. Minutes

- a. Consider approving minutes of the September 3, 2024 Planning Commission/Board of Zoning Appeals meeting.

Motion:

On the motion of Butch Holum, seconded by Mary Jo Dancer, the Commission approved the minutes of the September 3, 2024 Planning Commission/Board of Zoning Appeals meeting.

Aye: Michelle Anderson, Tim Haynes, Mary Jo Dancer, Lisa Richard, Gary Hogsett, Butch Holum, Rita Ortolani

Nay: None

III. Board of Zoning Appeals (Does not include outside City appointments)

IV. Planning Commission

- a. **Case #: 2024/ZA/09** - Public hearing to consider a text amendment relating to "Communication antenna or communication towers" in Appendix B – Zoning of the City Code.

The purpose of this report is to recommend a text amendment to Appendix A – Listing of Permitted and Conditional Uses of the City Zoning Code, adding co-located communication antennas as a conditional use in the R-5 high-density multifamily residential district. This amendment would allow communication antennas on existing structures in the R-5 district through a conditional use permit, enhancing telecommunication services in the City.

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's October 1, 2024 Meeting

Land Use Category	Code	Permitted Zoning District								
		A-1	R-1	R-2	R-3	R-4	R-5	O/P	C-1	C-2
Communication antenna		C							C	C
Communication towers		C								C

The City received a request from a cellular company to install a co-located communication antenna on the Penn Terrace building, located in the R-5 high-density residential district. According to the current zoning code, communication antennas are not allowed in residential districts, so a text amendment is needed to accommodate this request. The Housing Authority, which owns the property, is negotiating a lease with the cellular company contingent on the approval of a conditional use permit. Allowing communication antennas in the R-5 district will facilitate improved telecommunication infrastructure while ensuring oversight through the conditional use permit process.

PROPOSED AMENDMENT:

The proposed amendment to Appendix A – Article XVIII will modify the Listing of Permitted and Conditional Uses to allow communication antennas in the R-5 district as a conditional use. This will provide flexibility for future requests while maintaining control over the specific conditions under which such antennas may be installed.

JUSTIFICATION:

The amendment supports the increasing demand for enhanced communication services, especially in high-density residential areas. Co-locating antennas on existing structures minimizes the need for new tower construction and reduces the visual and spatial impact on neighborhoods.

ZONING AMENDMENT PROCEDURE (ARTICLE XVI):

The text amendment follows the procedure outlined in Article XVI of the Zoning Code, which governs amendments to the Zoning Ordinance. This process includes a public hearing, consideration by the Planning Commission, and final approval by the City Commission.

PUBLIC COMMENT:

Notices for the public hearing were issued as required, and the public will have the opportunity to provide comments during the hearing. No written comments have been received as of the date of this report.

CONDITIONS FOR FUTURE APPLICATIONS:

Special Provisions Applying to Miscellaneous Conditional Uses, *Section 1014. – Communication antenna or communication towers* provides for specific conditions that must be considered when the conditional use permit is considered. In addition, the conditional use process allows the City to impose additional conditions to ensure that antennas do not negatively impact the character of the surrounding residential areas.

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's October 1, 2024
Meeting**

KP gave the staff report and answered questions from the commission.

Motion:

On the motion of Tim Haynes, seconded by Butch Holum, the Commission recommended approval of the proposed text amendment to Appendix A of the Zoning Code to allow communication antennas as a conditional use in the R-5 high-density residential district, in accordance with the conditions and the statement as to the nature and effect of the proposed amendment, as outlined in the staff report.

Aye: Michelle Anderson, Tim Haynes, Mary Jo Dancer, Lisa Richard, Gary Hogsett, Butch Holum, Rita Ortolani

Nay: None

- b. **Case #: 2024/ZA/10** - Public hearing to consider rezoning recently annexed tract(s) of land at 3130 N. 13th Street from County R-1, Residential - Low Density and County B-2, Business - General to City R-1, Large Lot Single-Family Dwelling District.

Case No.: 2024/ZA/10

Location: 3130 N. 13th Street, Independence, KS

Applicant/Owner: Trevor and Miranda Bruening

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's October 1, 2024 Meeting



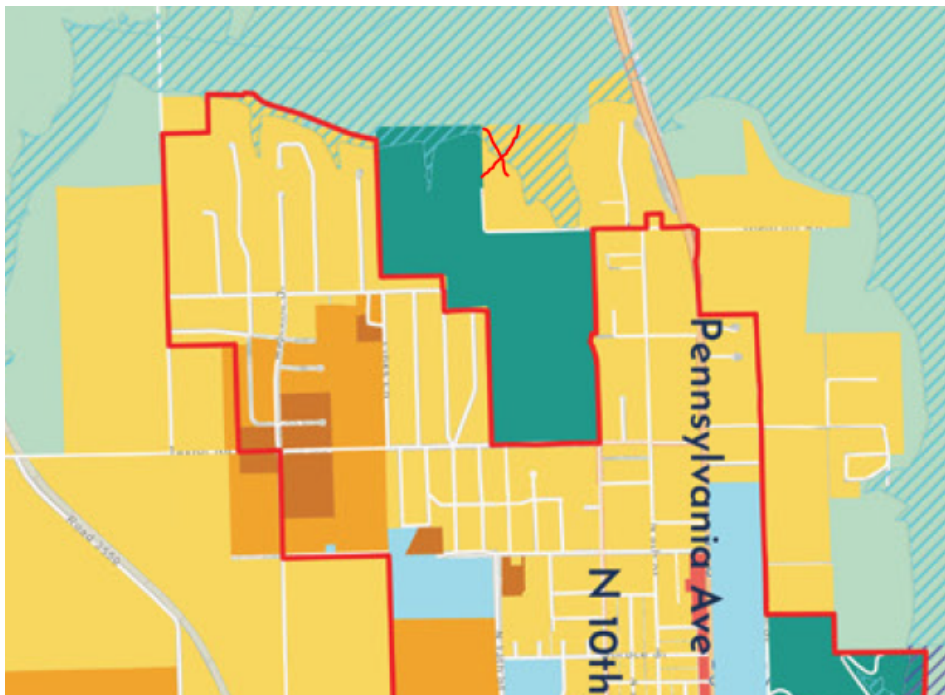
Project Summary

The property at 3130 N. 13th Street was recently annexed into the City of Independence and is currently zoned County R-1 (Residential – Low Density District) and County B-2 (Commercial). The applicant is requesting rezoning to City R-1 (Large Lot Single-Family Dwelling District) to facilitate the construction of a single-family residence. The rezoning is necessary due to the recent annexation, which requires the property to comply with the City’s zoning standards.

A portion of the 1.95-acre property is within the floodplain. The Future Land Use Map in the Comprehensive Plan designates this area as low-density residential. Since City sanitary sewer is not currently available near the site, Montgomery County Environmental Services Director Matt Debo must approve the septic system

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's October 1, 2024 Meeting

installation for the residence.



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LEGEND

-  Planning Boundary
-  City Limits
-  Parcels
-  100-Year Floodplain
-  500-Year Floodplain
-  Waterbody
-  Ag + Open Space
-  Parks + Recreation
-  Public/Semi-Public
-  Residential Infill Overlay
-  Rural Residential
-  Low-Density Residential
-  Medium-Density Residential
-  High-Density Residential
-  Downtown Commercial
-  Neighborhood Commercial
-  Commercial
-  Industrial
-  Airport
-  Business Park

Future Land Use Map (X shows the approximate location of the subject property)

Miranda Bruening spoke for the applicant.

City Manager/Zoning Administrator Passauer presented the staff report and answered questions from the board.

Motion:

On the motion of Butch Holum, seconded by Tim Haynes, the Commission recommended approval of the rezoning of the property from County R-1 and County B-2 to City R-1, large lot single-family dwelling district for Case #2024/ZA/10 - Rezoning of 3130 N. 13th Street, subject to the following conditions:

- 1. The property owner must comply with all applicable City zoning and building regulations.**
- 2. The property owner must install the required utilities, including water and a septic system. The water installation must be approved by the City, and the septic system must be approved by Montgomery County. Should City sanitary sewer services become available adjoining the property, the property owner shall connect to the system at their expense, or the City may cause the connection and assess the cost back to the property as provided in the City Code.**
- 3. In addition to building and zoning requirements, should the residence or any accessory structures be constructed within the portion of the property located in the floodplain, the property owner must obtain an elevation certificate and comply with all applicable floodplain requirements.**

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's October 1, 2024
Meeting**

- 4. The property owner must submit a site plan for review and approval by City staff before any construction or development occurs.**

This recommendation supports the City's Comprehensive Plan and the orderly development of the area.

Aye: Michelle Anderson, Tim Haynes, Mary Jo Dancer, Lisa Richard, Gary Hogsett, Butch Holum, Rita Ortolani

Nay: None

V. Discussion

- a. **Reminder of the next meeting on Tuesday, November 12, 2024 at 5:30 PM at City Hall.**

City Manager/Zoning Administrator Passauer reminded the board about the next meeting on November 12, 2024 at 5:30 PM at City Hall and there will be a zoning code update from Confluence at the December 3 meeting at 5:30PM at City Hall.

VI. Adjournment

Motion:

On the motion of Gary Hogsett, seconded by Butch Holum, the Commission adjourned the meeting.

Aye: Michelle Anderson, Tim Haynes, Mary Jo Dancer, Lisa Richard, Gary Hogsett, Butch Holum, Rita Ortolani

Nay: None

Rachel Lyon, Chairperson

Lisa Richard, Vice-Chair



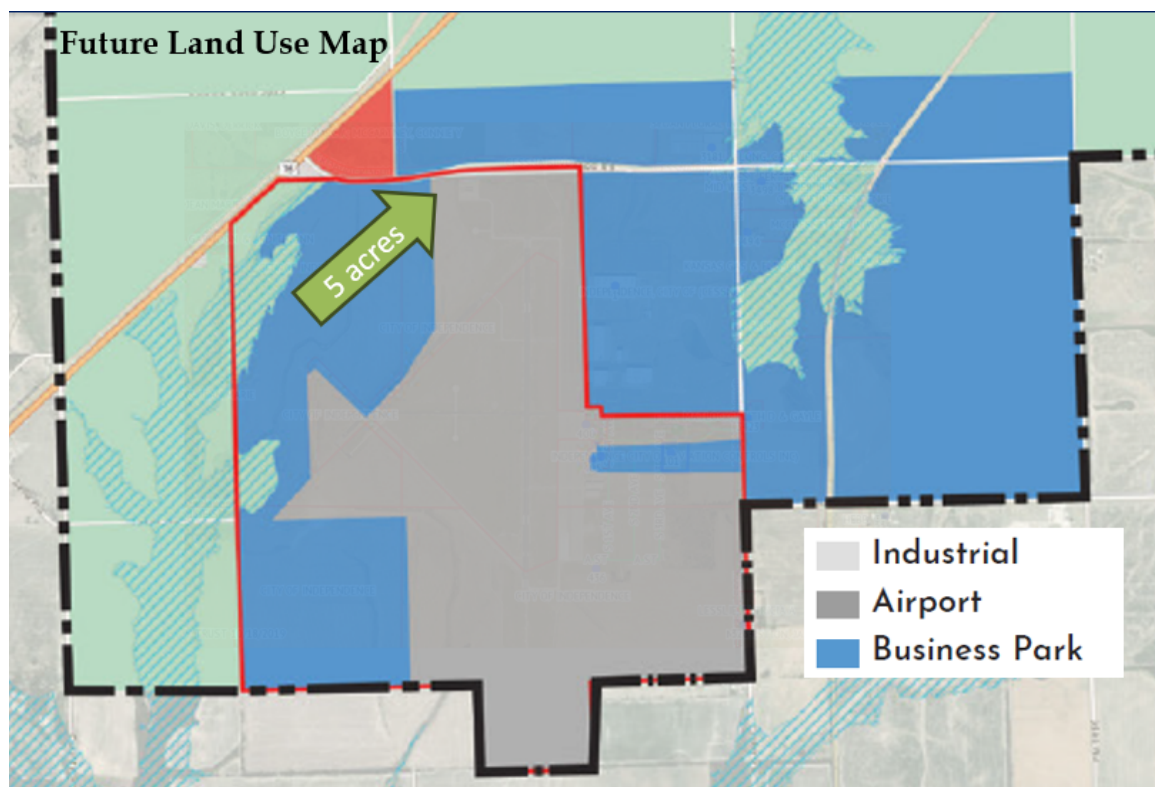
**REQUEST FOR PLANNING COMMISSION ACTION
REZONING
CITY OF INDEPENDENCE
NOVEMBER 12, 2024**

Department Admin

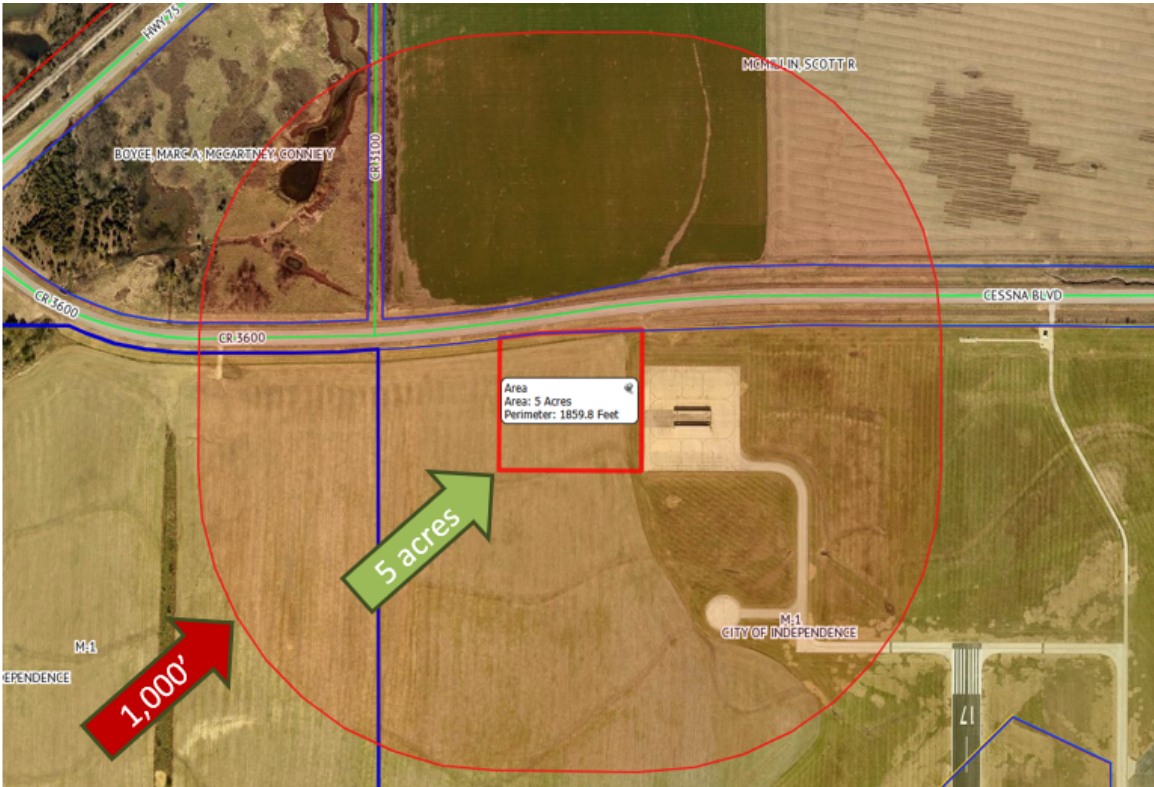
Prepared By Kelly Passauer

AGENDA ITEM Case #: 2024/ZA/11 - Public hearing to consider a request for rezoning a lot located at 3100 Cessna Boulevard presently zoned M-1, light industrial district to zone M-2, heavy industrial district with the purpose of building a test cell for jet aircraft engines.

SUMMARY RECOMMENDATION Based on the analysis of the rezoning request for 3100 Cessna Boulevard, it is recommended that the Planning Commission approve the rezoning of the 5-acre vacant lot from M-1 (Light Industrial) to M-2 (Heavy Industrial). The proposed use aligns with the surrounding industrial character, is consistent with the Future Land Use Map included in the City's comprehensive plan, and poses minimal impact on nearby properties or the public.



BACKGROUND The applicant, Daniel Thorenson of Thorenson Enterprises LLC, has submitted a request to rezone a 5-acre vacant lot from M-1 (Light Industrial) to M-2 (Heavy Industrial) to construct a test cell for jet aircraft engines. This undeveloped parcel is located directly west of the blast pad at 3100 Cessna Boulevard within the Independence Municipal Airport area and is leased from the City of Independence.



CRITERIA FOR CONSIDERATION Following Sec. 2-101, the request was reviewed against the criteria outlined for rezoning applications:

1. Character of the Neighborhood: The area is largely industrial. The site lies within the airport's vicinity, with similar light industrial properties surrounding it.
2. Zoning and Uses of Nearby Properties: Adjacent properties directly east, west, and south are also zoned M-1 and fall within the city limits. The Textron property, situated over 2,000 feet east, is in a County I-1 (Industrial - Light) district, and the property to the north is zoned County Agricultural, separated from the site by Cessna Boulevard (C.R. 3600).
3. Suitability of the Subject Property for Restricted Uses: While currently vacant, this location is well-suited for heavy industrial uses due to its distance from residential areas and proximity to the airport, making it ideal for operations that require M-2 zoning.
4. Impact on Nearby Properties: Given the industrial character of surrounding properties and distance from residential zones, the proposed rezoning to M-2 should not negatively impact nearby properties.
5. Vacancy Duration of Subject Property as Zoned: This parcel has remained undeveloped and vacant under its current M-1 zoning designation.
6. Public Health, Safety, and Welfare vs. Hardship on Landowner: Rezoning denial would hinder the applicant's intended operations, which require heavy industrial zoning, without providing any significant health or safety benefit.
7. Economic Impact on Owner and Surrounding Properties: Rezoning to M-2 supports the airport's industrial character, potentially increasing the property's economic utility and complementing neighboring industrial operations.

8. Recommendation of City Staff: City staff recommend approval of the rezoning request, given its compatibility with surrounding industrial activities and the comprehensive plan.
9. Conformance to the Comprehensive Plan: The proposed M-2 zoning conforms to the City's comprehensive plan, which identifies the area for airport industrial growth, particularly for airport-related heavy industrial uses.
10. Availability and Adequacy of Utilities and Services: The property has access to adequate utilities, including water, sewer, electrical service, and emergency services, which are sufficient for the proposed heavy industrial use.
11. Street Network Impact and Parking: Access to the site is via Cessna Boulevard. Given the nature of the operation, minimal traffic increase is expected, with ample on-site parking to be provided per M-2 standards.
12. Environmental Impacts: The design will comply with stormwater management requirements and FAA regulations for noise, light, and emissions associated with jet engine testing, minimizing environmental impact.
13. Applicant's Ability to Meet Requirements: Thorenson Enterprises LLC has submitted preliminary site plans and will meet all zoning requirements, including those set by federal and local regulations for heavy industrial operations near airport facilities.

CONCLUSION AND RECOMMENDATION Based on the review, the Planning Commission should recommend approval of the rezoning request from M-1 to M-2 for 3100 Cessna Boulevard, facilitating its development as a jet engine test cell and supporting compatible industrial expansion in line with the comprehensive plan.

SUGGESTED MOTION "I move that we recommend to the City Commission the approval of the rezoning request for the property at 3100 Cessna Boulevard from M-1 (Light Industrial) to M-2 (Heavy Industrial), based on the findings that the proposed use meets the criteria established in Sec. 2-101 and aligns with the City's comprehensive plan for industrial development."

SUPPORTING DOCUMENTS

1. Public Hearing 2024ZA11 - 3100CessnaBlvd
2. 2024ZA11-Thorenson Rezoning Application for 5 acres at the Airport
3. Nordic Airport - Drawing Set
4. OWNER_INFO_Fuel Cell 24Z11
5. ORDINANCE NO _____ REZONING A 5-ACRE PARCEL LOCATED AT 3100 CESSNA BOULEVARD FROM M-1 (LIGHT INDUSTRIAL) TO M-2 (HEAVY INDUSTRIAL)
6. Exhibit A

NOTICE TO THE PUBLIC



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

Tuesday, November 12, 2024, at 5:30 p.m.

To receive comments on a request for rezoning a lot presently zoned M-1, light industrial district to zone M-2, heavy industrial district with the purpose of building a test cell for jet aircraft engines.

Legal Description: A portion of Section 21 Township 33 South, Range 15 East 6th Principal Meridian, Montgomery County, Kansas. Five acres.

Common Address: 3100 Cessna Boulevard, Independence KS 67301

Applicant/Owners: Daniel Thorenson
Thorenson Enterprises LLC

Case Number: 2024/ZA/11

The hearing will be conducted in the Commission/Municipal Court Room, City Hall, 120 North 6th 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
City of Independence, Kansas

**INDEPENDENCE
PLANNING & ZONING
COMMISSION**

**APPLICATION
FOR
REZONING**

1. Case #: 2024/ZA/11
 2. Date Filed: 09/25/2024
 3. Fee Paid: 09/25/2024
 4. Hearing: 11/12/2024
 5. Published: 10/12/2024

To be filled out by applicant

1. Applicant's name: Daniel Thorenson
2. Applicant's address: 3347 Hwy 160, Independence, Kansas 67301 Phone: 620-205-9405
3. Address of property proposed for rezoning: _____
4. Present owner's name: City Of Independence Kansas
5. Present zoning: M-1 Proposed zoning: M-2
6. Legal description of property proposed for rezoning (if more space is required, use back of form):

See attached Lease.

7. Present use of property (check one of the following): _____

(a) Vacant ☐ (b) Residential ☐ (c) Commercial ☐ (d) Industrial ☒

8. Desired use of property: Test Cell for jet aircraft engines.

9. Use and zoning of adjacent property:

North: Use _____ Zoning _____

South: Use Independence Municipal Airport Zoning M-1

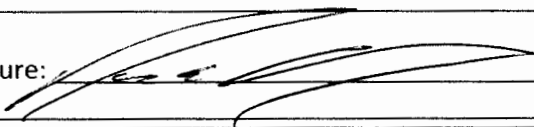
East: Use Textron Zoning M-2

West: Use Agricultural Lease Zoning M-1

10. List reasons for this request:

For construction of Test Cell.

Date: 9/26/2024

Signature: 

Planning Commission Action – do not write in this space

1. Facts found: _____

2. Determination: _____



Sign In / Register



Receipt



Your payment was successfully processed.

Confirmation number
KPTQXQ6J3Q

Payer Contact Info
DThorenson@Nordicturbineservic.com

Payment Method
*****0535

Rezoning

Name

Daniel Thorenson

Phone

620-205-9405

Property Address

3347 Hwy 160, Independence, Kansas 67301

Base price	\$200.00
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Convenience Fee \$1.25

Municipal Online Payments Fee \$1.25

Total **\$202.50**

Announcement



Office Hours are Monday through Thursday from 8am to 4pm and Friday's 8 am to noon.

Contact us



620-332-2500

Contact us

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into as of the 24th day of August, 2023 ("Effective Date"), between the **City of Independence, Kansas**, a municipal corporation, hereafter Lessor, and **Thorenson Enterprises, LLC**, a Kansas Limited Liability Company, hereafter Lessee.

WHEREAS, Lessee is desirous of entering into a Lease Agreement with Lessor for approximately five (5) acres of land located at the Independence Municipal Airport for the purposes of constructing improvements thereon.

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

1. General Covenants: Lessee agrees to make lease payments and perform the obligations hereinafter set forth and in consideration thereof Lessor leases to Lessee the property hereinafter described.
2. Property: The property which is the subject of this Agreement is as set forth and described in Attachment A to this Agreement ("Property").
3. Term: This Agreement shall have a term of fifty (50) years beginning on the Effective Date of this Agreement ("Term"). At that time, or at any time preceding, the parties may enter into further negotiations for a new lease agreement.
4. Lease Payment: Lessee shall pay Lessor annual rent of \$5,000.00. Lessee may elect to pay Lessor monthly rent in the amount of \$416.66 beginning on the Effective Date and on the first (1st) day of each month thereafter during the term of this Agreement. Every five (5) years, on anniversary date of this Agreement, the lease payment shall be adjusted upward to reflect any increase in the Consumer Price Index, Kansas City Region, as published by the U. S. Department of Commerce, not to exceed three percent (3%) of the prior year's rent amount.
5. Utilities: Lessee shall be responsible for payment of all utility bills.
6. Use of Premises: Lessor agrees that the property may be used for any of the following purposes: servicing, repairing and overhauling of aircraft parts, aircraft management services, aircraft maintenance, aircraft refurbishing, aircraft charter services, aircraft sales, warehousing of aircraft parts, other fixed base operator services, parking for both customers and employees, industrial and manufacturing related purposes (including warehousing) and administrative offices. Lessee's use of the property shall be restricted as hereinabove provided. Lessee shall not use or permit the use of the property any other purpose without the written consent of Lessor, in accordance with Section 41. Lessee's use of the property shall be in compliance with all ordinances of the City of Independence and all state and federal laws and regulations.

7. Further Restrictions on Use: Lessee shall not use the property in any manner which will unreasonably increase the risk of fire, explosion or environmental hazard to the property or in any other manner that would unreasonably interfere with the use or enjoyment of adjoining property. Lessee shall not block or obstruct any road, driveway or general aviation area that adjoins or is in the immediate vicinity of the property, unless Lessor consents in accordance with Section 41. Lessee shall store all property or materials in such a manner as not to create a hazard to the health, safety or environment, or create a nuisance or detract from the general appearance of Independence Municipal Airport.

Unless otherwise provided in this Agreement, Lessee shall peaceably and quietly hold and enjoy the property against Lessor and all persons claiming by, through or under Lessor, for the Term of this Agreement. Lessor shall not use the property in any way that could: (i) violate Lessee's right to the foregoing; (ii) prevent access by Lessee to the Property; and/or (iii) adversely impact Lessee's operations or use in a material way.

8. Lessee's Maintenance:

On all buildings, Lessee shall maintain and be responsible for all heating, cooling, plumbing, water and electrical fixtures, equipment and connections; the interior floor, walls and ceilings; the exterior grounds and landscaping; driveways and parking areas; and all equipment and personal property owned or installed by Lessee. On any building constructed by Lessee, or Lessee's predecessors in interest, Lessee shall be responsible for all exterior maintenance, including the roof and walls.

9. New Construction: Lessee shall be permitted to construct a building or buildings on the property. Prior to construction of any improvements, Lessee shall provide Lessor, for Lessor's approval, in accordance with Section _____, plans and drawings of the proposed construction setting forth the location of all buildings, roadways, signage and utility connections. All construction and improvements shall comply with existing building codes of the City of Independence and other applicable statutes or regulations of other governmental entities.

Notwithstanding the foregoing, so long as Lessee complies with existing building codes of the City of Independence and other applicable statutes or regulations of other governmental entities, its understood and agreed Lessor shall not have any reasonable basis to withhold approval under this Section 10.

Lessor will reasonably assist Lessee with obtaining any necessary permitting or government approvals for the New Construction if requested by Lessee.

10. FAA Compliance: Prior to commencing construction of any building or structure, Lessee shall submit Form 7460-1, Notice of Proposed Construction or Alteration, to the Federal Aviation Administration (FAA) and shall receive a favorable determination from the FAA prior to commencement of construction.

11. Ownership Upon Termination: With regard to buildings constructed by Lessee, or Lessee's predecessors in interest, on the property ("Buildings"), when the Agreement Term expires or if this Agreement should terminate due to Lessee's default under Section _____, then in that event ownership of all buildings and structures shall be transferred to Lessor without compensation to Lessee subject to any existing mortgages or other liens which shall not exceed the term of this Agreement, including option terms.

Notwithstanding the foregoing, Lessor will give notice to Lessee within 30 days of termination of this Agreement if: (i) any of the buildings are not compliant with then existing building codes and/or (ii) if any of the buildings are not in the same condition as they were at the beginning of this Agreement (or following construction of such buildings), less normal wear and tear, and/or (iii) if an environmental cleanup or remediation is required due to contamination created or caused by the actions of Lessee ("Building Non-Conformance"). If Lessee remedies the Building Non-Conformance within 120 days of notice by the Lessor, ownership of the Buildings will be transferred by Lessee to Lessor. If Lessee does not remedy the Building Non-Conformance within 120 days of notice by the Lessor, then Lessee shall be required to remove all such buildings and improvements from the property and return the leased property to its condition prior to construction of any buildings, structures or other improvements.

12. Facade Review: Lessor shall review and approve, in accordance with Section 41, the architectural concept for facades on any new building or structure visible from any public area for compatibility with manufacturing and commercial buildings currently located on airport property, including landscaping and signage.

13. Lessee's Maintenance: On all buildings, Lessee shall maintain and be responsible for all heating, cooling, plumbing, water and electrical fixtures, equipment and connections; the interior floor, walls and ceilings; the exterior grounds and landscaping; driveways and parking areas; and all equipment and personal property owned or installed by Lessee. On any building constructed by Lessee, or Lessee's predecessors in interest, Lessee shall be responsible for all exterior maintenance, including the roof and walls.

14. Lender's Rights: It is understood that Lessee is obtaining financing from a financial institution (hereinafter Lender) in order to construct the building or buildings and parking lot on the property. In the event of any default by Lessee under this Agreement which would terminate Lessee's right to continued possession of the property, it is understood that written notice shall be provided to such Lender by Lessor and Lender shall have the right to cure any default as to payments or other obligations under this Agreement and assume the remaining term of this Agreement pursuant to its terms and may sublease the property to an entity of its choosing for the remaining term of this Agreement, but said sub-lessee shall fully comply with all terms and conditions of this Agreement.

15. Public Liability Insurance: Lessee shall obtain and maintain general liability insurance in the minimum amount of \$1,000,000 to insure against liability for damage claims arising from public use of the property, or arising out of accidents occurring in or around the property. Lessor shall be named as an additional insured.
16. Fire and Casualty Insurance: Lessee shall obtain and maintain fire and casualty insurance on any buildings or structures located on the property which are constructed by Lessee in an amount deemed appropriate by Lessee, provided however, said policies of insurance shall provide debris removal coverage in the minimum amount of \$100,000 or such lesser amount as agreed to by Lessor the purpose of cleanup and removal of debris following any damage to the structure. Lessor shall be named as an additional insured for purposes of debris removal.
17. Content Insurance: Lessee shall obtain and maintain insurance on the contents of any building or structure on the property in an amount equal to the value of the property being insured.
18. Hazardous Materials: Lessee hereby covenants that during the term of this Agreement, it will not cause or permit any hazardous substances to be placed, held, located or disposed of, on, under or at the property other than in the ordinary course of business and in compliance with all applicable statutes and regulations. Notwithstanding the foregoing, Lessee may store hazardous materials contained in: (i) products used by Lessee in de minimis quantities for ordinary cleaning and office purposes; (ii) forklift batteries, and (iii) products stored and/or distributed by Lessee in their original, sealed, and unopened containers.
19. Lessee's Indemnification of Lessor: Lessee hereby agrees to defend, indemnify and hold harmless Lessor from any and all losses, liabilities, including damages, injuries and expenses, including reasonable attorney fees, the cost of any settlement, judgment or claims of any and every kind whatsoever paid, incurred or suffered by or served against Lessor by any person for and with respect to, or as a result of any escape, seepage, leakage, spillage, discharge, omission, or release from the property of any hazardous substance without limitation, including any losses, liabilities, reasonable attorney fees, cost of any settlement or judgment or claims asserted or arising under any local, state or federal law or so called "Super Fund" or "Super Lien" laws or any other applicable law or regulation relating to or imposing liability, including strict liability or standards of conduct concerning any hazardous substance; provided however, that such indemnity shall apply only to a loss caused by any negligent acts or omissions of Lessee, its agents or employees.
20. Environmental Event: If either party has notice of the happening of any event (other than in the ordinary course of business and in compliance with all applicable statutes and regulations) involving the spill, release, leakage or discharge or cleanup of any hazardous substance on the property or any complaint, order, citation or notice with regard to air emissions, water discharges, or any environmental health or safety matter affecting the property, then such party

shall promptly notify the other party and all applicable regulatory agencies forthwith and shall comply with all regulatory procedures to address the situation.

21. Asbestos: Lessee shall not install, or permit to be installed, any friable asbestos or any substance containing asbestos and deemed hazardous by state or federal regulations.

22. Cooperation: The parties agree to cooperate with each other to minimize cost with respect to any action that may arise from a claim of indemnification or payment of costs by or to either party under this Agreement. To effectuate the intent of this Agreement, the parties shall provide all cooperation, assistance, and consultation with each other that is reasonably requested with respect to the matters covered herein.

23. Survival: The provisions of this Agreement which by their nature should continue in force beyond the expiration or termination of this Agreement will remain in force.

24. Fire Service: Lessor shall provide fire service to the property for the benefit of Lessee by responding with fire equipment and firefighters from Lessor's fire station located in the City of Independence. The charge for fire service shall be established by City ordinance.

25. Water and Sanitary Sewer: Lessor shall provide water and sanitary sewer to the survey line. Lessee shall pay the expense of extending water and sanitary sewer service from the property line to any building or structure located on the property.

26. Lessee's Rights Subordinate to Certain Governmental Agreements:

Lessee's rights to use and enjoyment of the property shall be subject and subordinate to the following:

- a. Any existing or future federal or state statutes, or any existing or future leases or agreements between Lessor and the United States, between Lessor and the State of Kansas, pertaining to the development, construction, operation or maintenance of Independence Municipal Airport, the execution of which may be required as a condition precedent to the receipt or expenditure of federal or state funds for the development, maintenance or construction of Independence Municipal Airport;
- b. Any existing or future agreements, leases or deeds granted or entered into by and between Lessor and the United States with reference to the conveyance by the United States to Lessor of any real or personal property at the Independence Municipal Airport; and
- c. Any existing or future agreements between Lessor and the United States for the military use of all or part of the Independence Municipal Airport (collectively "Prime Agreements").

Lessor represents and warrants that as of the Effective Date of this Agreement, there are no Prime Agreements in effect.

Notwithstanding anything in this Agreement to the contrary, if, at any time during the Term, the improvements or other portions of the Property shall be destroyed or damaged by fire or any other cause that are not within the reasonable control of Lessee, and such damage or destruction either (i) affects more than 50% of the floor area of the improvements or (ii) occurs during the last five years of the Term, then Lessee shall have the right, at its option exercised within thirty (30) days following the date of such damage or destruction, to terminate this Agreement by written notice to Lessor. In the event Lessee elects to terminate this Agreement pursuant to this Section, this Agreement and the Term will terminate on the date specified in Lessee's termination notice ("Revised Expiration Date"). In the event this Agreement is terminated pursuant to this Section, this Agreement and the Term shall cease and expire as of the Revised Expiration Date with the same force and effect as if the Revised Expiration Date were the date originally set forth in this Agreement for the expiration of the Term except that Lessee shall have no obligation to repair, replace or rebuild any buildings, structures, improvements, equipment or personal property, and the proceeds of all property insurance (other than insurance covering Lessee's personal property) shall be paid to and belong to Lessee subject to the rights of any leasehold mortgagee.

Unless this Agreement is otherwise terminated in accordance with the prior paragraph, following the occurrence of any damage or destruction to the Property, Lessee shall promptly repair, replace and rebuild the same with buildings, structures, improvements and equipment of equal or better character, quality and condition than existed immediately prior to such occurrence. In connection therewith, Lessee may utilize for such purpose the proceeds of any insurance applicable to the particular casualty.

If any portion of the Property shall be taken or condemned for a public or quasi-public use or purpose by any competent authority (hereinafter called a "Taking") and as a result thereof, it shall be economically unfeasible or illegal for Lessee to use and occupy the balance of the Property for its intended purposes, then at the option of Lessee in such event, this Agreement shall terminate upon delivery of possession of the applicable portion of the Property to the condemning authority. In the event of a Taking where Lessee still desires to use and occupy the balance of the Property for its intended purposes, (i) Lessor shall, at its own cost and expense, make all necessary repairs or alterations to the Property and improvements so as to make the portion of the Property not taken a complete architectural unit, (ii) the Lessor's portion of any award shall be spent first on the repairs and alterations referenced in clause (i) above, and (iii) the rent shall be reduced in proportion to Lessee's loss of use of the Property.

Lessor and Lessee shall share in any condemnation award or any judgment for damages caused by such Takings (hereinafter called the "Award"), with Lessor being allocated the fair market value of its fee simple interest in the Property "subject to" the Agreement, including its interest

as landlord under this Agreement and reversionary interest, if any, in the buildings and the other improvements located on the Premises (the "Lessor's Interest"), and Lessee being allocated the fair market value of its leasehold estate and its interest in the Buildings and any improvements to the Property paid for by Lessee, subject to Lessor's reversionary interest, if any, therein (the "Lessee's Interest").

27. Nondiscrimination: Lessee shall maintain and operate the property in compliance with state and federal statutes and regulations governing nondiscrimination as follows:

- a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination of the use of the property on the basis of race, color, national origin, sex, religion or disability.
- b. No person shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination as to the hiring or contracting for any services furnished during construction of any improvements on the property on the basis of race, color, national origin, sex, religion or disability.
- c. Lessee shall use the premises in compliance with all state and federal statutes and regulations specifically including those set forth in 49 CFR, Part 21, dealing with nondiscrimination in federally assisted programs of the Department of Transportation.

28. Nonliability of Lessor: Except with respect to damages: (i) covered by insurance carried by Lessor; (ii) resulting from the failure of Lessor to perform or comply with any terms of this Agreement; and/or (iii) caused by Lessor's negligent acts or omissions, Lessee shall indemnify and hold harmless Lessor against any liability, judgment, costs, damages, attorney fees and expenses that Lessor may incur by reason or on account of any damage or injury to property or persons arising from the negligence of Lessee, its agents or employees, or its customers or invitees.

29. Entry on Property: Lessor shall have the right to enter upon the property upon reasonable notice to Lessee for purposes of inspecting the property, performance of maintenance and repairs as may be required under this Agreement, and for any other purpose reasonably related to this Agreement.

30. Airport Maintenance and Improvements: Maintenance and improvements to Independence Municipal Airport, including the city streets between parking lots and roadways on airport property, which shall be maintained in good working condition, shall be the responsibility of Lessor and shall be undertaken upon reasonable notice to Lessee, as deemed appropriate in Lessor's sole discretion without interference or hindrance by Lessee.

31. Noninterference by Lessee: Lessee shall not exercise any rights granted under this Agreement in such a manner as to interfere or adversely affect the use, operation, maintenance and development of Independence Municipal Airport as determined in the sole discretion of Lessor.

32. Obstruction: Lessor shall have the right to take any action it considers necessary to protect the aerial approaches to Independence Municipal Airport against obstruction including the right to prevent Lessee from erecting or permitting to be erected any building or structure on the property which, in the opinion of Lessor, may limit or obstruct use of the Independence Municipal Airport or constitute a hazard to aircraft.

33. Easements: Lessor reserves, and Lessee hereby grants to Lessor, an easement of the air space above the surface of the property for the use and benefit of the general public for the purpose of free and unrestricted flight of aircraft together with the right to cause such noise as may be inherent in the operation of aircraft.

Lessee reserves the right to request other easements from the Lessor, for which such determination shall be made in accordance with Section 41, necessary for the benefit of the building including, but not limited to, for access, future services, building connectors and signage.

34. Assignment: Lessee shall not assign this Agreement or any portion of the property subject to this Agreement without the written consent of Lessor.

Notwithstanding the foregoing, the following events shall be deemed a permitted assignment and shall not require Lessor's consent: (A) a transfer of ownership interests in, or control of, Lessee; (B) an assignment of the Agreement to an entity which is the resulting entity of a merger or consolidation of Lessee (C) an assignment to a third party entity who qualifies to do business under the terms of this Agreement that agrees to enter into the Agreement as is with Lessor with no amendments.

Upon the completion of any permitted assignment of Lessee's interest under this Agreement, Lessee shall be released of all liabilities and obligations under this Agreement arising or accruing after the effective date of such assignment.

Thorenson shall be permitted to sublease any portion of the Lessee's interest under this Agreement, so long as such sublessee qualifies to do business under the terms of this Agreement that agrees to enter into the sublease agreement bound by the terms of this Agreement with no amendments.

35. Insolvency: Upon the initiation of any bankruptcy, receivership, or insolvency proceeding by or against Lessee, Lessor at its sole option may elect to terminate this Agreement if such proceeding is not dismissed within 90 days.

36. Abandonment: In the event Lessee abandons or fails to use the property as hereinabove provided, Lessor at its sole option, may elect to terminate this Agreement in accordance with paragraph _____.

37. Economic Development Inducements: Lessor shall cooperate with Lessee in making application for exemption or abatement of the property from ad valorem taxes with the appropriate governmental unit, and making application for economic inducement benefits for further development of the property by Lessee. The burden and expense of preparing all documents, gathering all information, paying all fees, submitting renewal applications and any other step related thereto shall be upon Lessee. Lessor shall serve as a conduit for any such request.

38. Termination: Should Lessee (i) fail to make an undisputed lease payment required under this Agreement within fifteen (15) days after written notice from Lessor or (ii) fail to comply with a term or condition of this Agreement within sixty (60) days after written notice specifying such breach from Lessor ("Default") Lessor may exercise any of the following options subject to the rights of Lessee's Lender:

- a. Lessor may terminate this Agreement and Lessor shall be entitled to immediate possession of the property; or
- b. Lessor may exercise any other available remedy that exists at law or equity.

Notwithstanding the foregoing, if Lessee commences actions directly related to curing a Default within the sixty (60) day notice period and diligently pursues the correction of the Default until it is remedied, then this Agreement shall not be subject to early termination by Lessor. In the event of a dispute regarding whether Lessee has committed a Default or has successfully corrected or cured a Default, prior to Landlord undertaking any of its remedies hereunder, the parties first agree to meet in person or via videoconference within 5 days of a demand by either party therefor, in a good faith attempt to resolve the dispute. If such negotiations do not result in a resolution, the parties agree to submit to mandatory mediation, with each party selecting a mediator, and the two selected mediators appointing a third, who shall handle the mediation.

If Lessor fails to comply with a term or condition of this lease within sixty (60) days after written notice specifying such breach from Lessee, Lessee may exercise any of the following options:

- a. Lessee may terminate this lease; or
- b. Lessor may exercise any other available remedy that exists at law or equity

39. Condition of Property Upon Termination: Upon termination of the Agreement for any reason, Lessee shall remove all of its personal property, machinery and equipment and shall leave the property in a clean and orderly condition. The property shall be left free of all

hazardous and dangerous substances and materials in compliance with all state and federal statutes and regulations.

40. Reasonableness Standard: Throughout this Agreement, whenever Lessor's consent, Lessor's discretion, Lessor's approval or Lessor's determination is required, Lessor shall exercise its consent, discretion or determination in a commercially reasonable and equitable manner and shall not act arbitrarily or capriciously. In no such circumstances shall Lessor's consent, discretion or determination be unreasonably withheld, delayed or conditioned.
41. Nature of Agreement: This Agreement shall not be construed as creating or establishing a partnership or joint venture between Lessor and Lessee or as designating Lessee as an agent or representative of Lessor for any purpose whatsoever.
42. Entire Agreement: This Agreement constitutes the entire agreement between the parties. No oral representations or agreements are binding on either party unless reduced to writing and signed by both parties.
43. Binding Effect: This Agreement shall be binding upon the heirs, successors, assigns of the parties hereto.
44. Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control.
45. Disputes and Governing Law: This Agreement is governed by the laws of the State of Kansas, USA without reference to its choice of law provisions. Unless otherwise provided for in this Agreement, any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by a court of competent jurisdiction in the State of Kansas, USA.
46. Amendments: This Agreement may be changed, modified or amended from time to time only by express written agreement of the parties executed by their authorized representatives.
47. Counterparts: This Agreement may be executed in any number of separate counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the

same instrument. An electronic signature on any counterpart hereto shall be deemed an original for all purposes.

48. Waiver: No waiver by either Party of any default or breach by the other party of any provision of this Agreement will operate as or be deemed a waiver of any subsequent default or breach.

49. Severability: If any provision or portion of a provision of this Agreement is determined to be illegal, invalid, or unenforceable the validity of the remaining provisions will not be affected. The Parties may agree to replace the stricken provision with a valid and enforceable provision.

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

LESSOR

CITY OF INDEPENDENCE, KANSAS

By: Louis Ysusi
Louis Ysusi, Mayor

ATTEST:

David W. Schwenker
David W. Schwenker, City Clerk

LESSEE

THORENSEN ENTERPRISES, LLC.

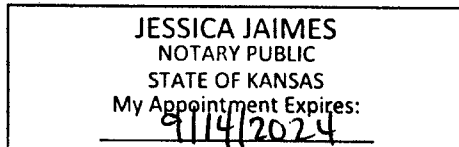
By: Daniel Thorenson
Daniel Thorenson, President

ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

BE IT REMEMBERED, That on this 24th day of August, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Louis Ysusi, Mayor, and David W. Schwenker, City Clerk of the **City of Independence, Kansas**, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, and who are personally known to me to be the same persons who executed, as such representatives, the above and foregoing instrument of writing on behalf of said municipal corporation, and such persons acknowledged the execution of the same to be the act and deed of said municipal corporation.

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



Jessica Jaimes
NOTARY PUBLIC

Term expires:

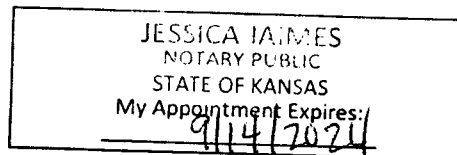
STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

BE IT REMEMBERED, That on this 11th day of September, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Daniel Thorensen, President of **Thorenson Enterprises, LLC**, a limited liability company duly organized and existing under and by virtue of the laws of the State of Kansas, and who is personally known to me to be the same person who executed, as such representative, the above and foregoing instrument of writing on behalf of said limited liability company, and such person acknowledged the execution of the same to be the act and deed of said limited liability company.

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

Jessica Jaimes
NOTARY PUBLIC

Term expires:



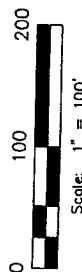
NW Corner
Sec 21, T33S, R15E
Existing 1/2" Iron Rod
Point of Commencement
not recovered this survey

S 88°28'24" W 898.74' (M) 898.73' (D)
2644.43' (M) 2640.66' (GLO)

800.59' (M)
Cessna Blvd./CR 3600

BK452-148

S 02°11'14" E
134.28' (M)
134.47' (D)



N 01°17'38" W
28.41' (M)
24.75' (D)
N 76°37'30" E
95.45' (M&D)
98.16' (M)
N 76°37'30" E
95.45' (M&D)
N 02°21'34" W
48.83' (M)

N/4 Corner
Sec 21, T33S, R15E
Existing 1/2" Iron Rod
per reference by
PS 1071 & 1046
not recovered this survey

N 87°41'14" E
132.46' (M&D)
N 77°38'23" E
198.94' (M&D)
N 77°38'23" E
154.92' (D)
R=5789.58'
CL=154.91'
CH=S 81°17'52" W
L=474.30' (M)
CH=S 84°10'32" W (D)
CL=476.23' (M&D)
R=5789.58'
L=476.36' (D)
Point of Beginning

N 83°38'41" E
319.38' (M)
R=5789.58'
CL=319.34'
CH=N 83°38'41" E
L=319.38'

N 88°28'24" E
482.39'

N 02°21'34" W
417.28'

S 02°21'34" E
475.85'

5.0000 Acres

SURVEY REVIEW

This survey has been reviewed and approved for filing, pursuant to K.S.A. 58-2005 for content only and is in compliance with this Act. No other warranties are extended or implied.

James D. Schmitz, PLS No. 727

SURVEYOR'S CERTIFICATION

I, William A. Booe, a duly Licensed Land Surveyor in the State of Kansas, do hereby certify that this plat was prepared from the notes of an actual from the ground field survey done by me or under my direct supervision on July 14, 2023 and that the information shown hereon is true and correct and meets or exceeds current Kansas Minimum Standards for Boundary Surveys.



- SURVEYOR'S NOTES**
- The bearings shown hereon are based upon the Kansas State Plane Coordinate System, South Zone.
 - This survey does not reflect any easements, rights-of-way, or other instruments of record which may encumber this property per agreement with client.
 - Underground, above ground utilities, nor improvements were located or shown on this survey.
 - All distances are measured unless otherwise noted.

LEGEND

- Existing Iron Rod
- Origin Uncertain (unless noted)
- △ Set 1/2"x24" Iron Rod/Cap (unless otherwise noted)
- Section Corner
- Origin Uncertain (unless noted)
- Boundary Line
- Fence line
- (GLO) General Land Office
- (M) Measured Dimension
- (D) Deed Dimension (Bk 452 Pg 14)
- (P) Plat Dimension
- RW Right of Way

BOUNDARY DESCRIPTION

A portion of the Northwest Quarter of Section 21, Township 33S, Range 15 East of the 6th Principal Meridian, Montgomery County, Kansas, as described by William A. Booe, PS 1046, on July 14, 2023, as follows:

Commencing at the Northwest Corner of said Section 21; thence S 02°11'14" E, along the West line of said Northwest Quarter, a distance of 134.28 feet to the South line of the road right-of-way, thence along said South right-of-way line, on a curve to the left with a Radius of 5,789.58 feet, on Arc Length of 319.38 feet, a Chord Bearing of N 83°38'41" E and a Chord Length of 319.34 feet to the Point of Beginning; thence continuing along said South right-of-way line, on a curve to the left with a Radius of 5,789.58 feet, on Arc Length of 154.92 feet, a Chord Bearing of N 81°17'52" E and a Chord Length of 154.91 feet; thence N 77°38'23" E, a distance of 198.94 feet; thence N 87°41'14" E, a distance of 132.46 feet; thence leaving the right-of-way, S 02°21'34" E, a distance of 475.85 feet; thence S 88°28'24" W, a distance of 417.28 feet to the Point of Beginning. Contains 5.0000 acres.

BOUNDARY SURVEY of a portion of the NW/4 of SECTION 21, TOWNSHIP 33 SOUTH, RANGE 15 EAST of the 6th P.M. MONTGOMERY COUNTY, KANSAS

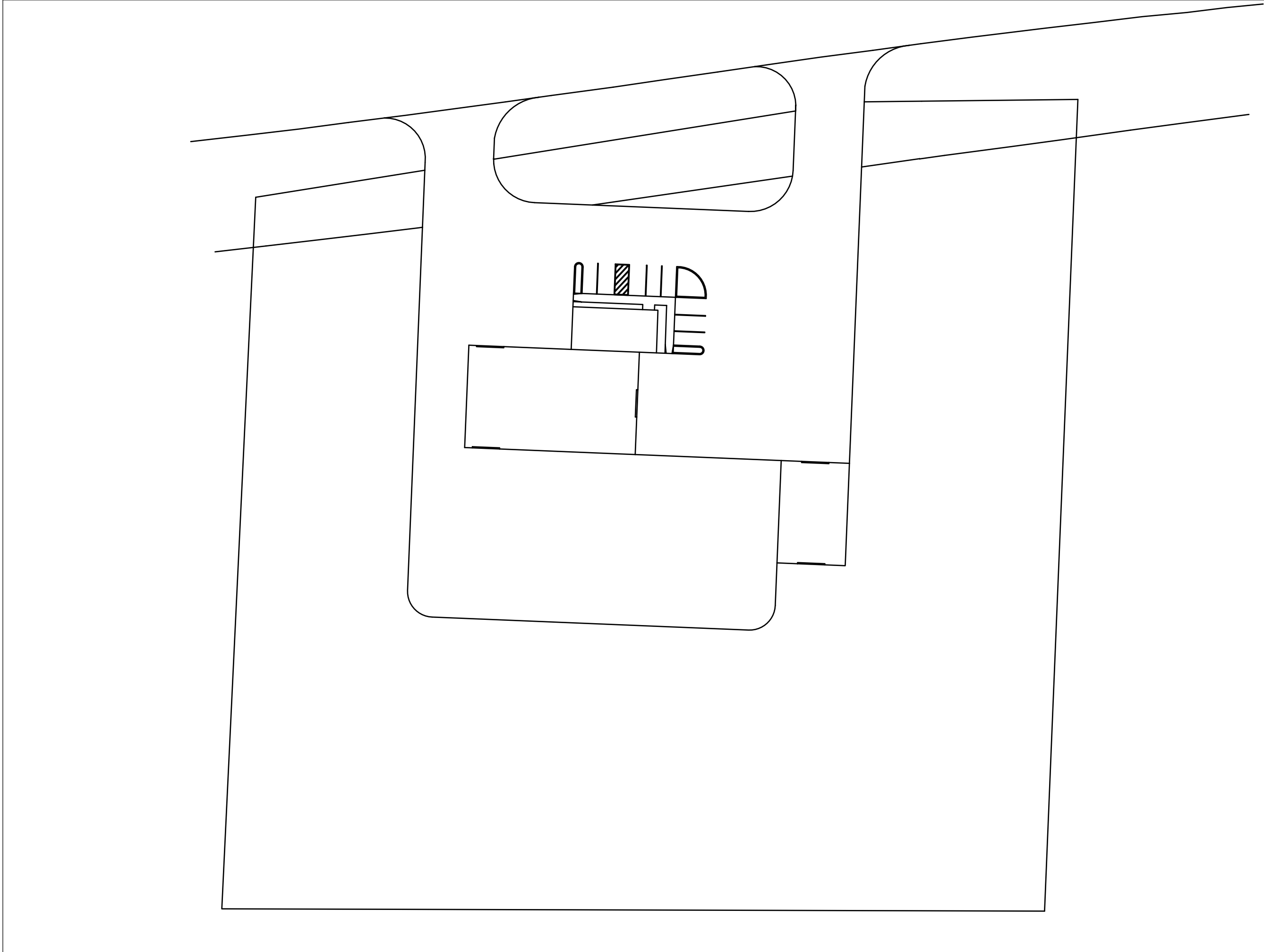
City of Independence

DATE: 7-19-2023
REVISION DATE: N/A
JOB NO. 1-2306226K
REF. JOB NO. 1-2212215REV

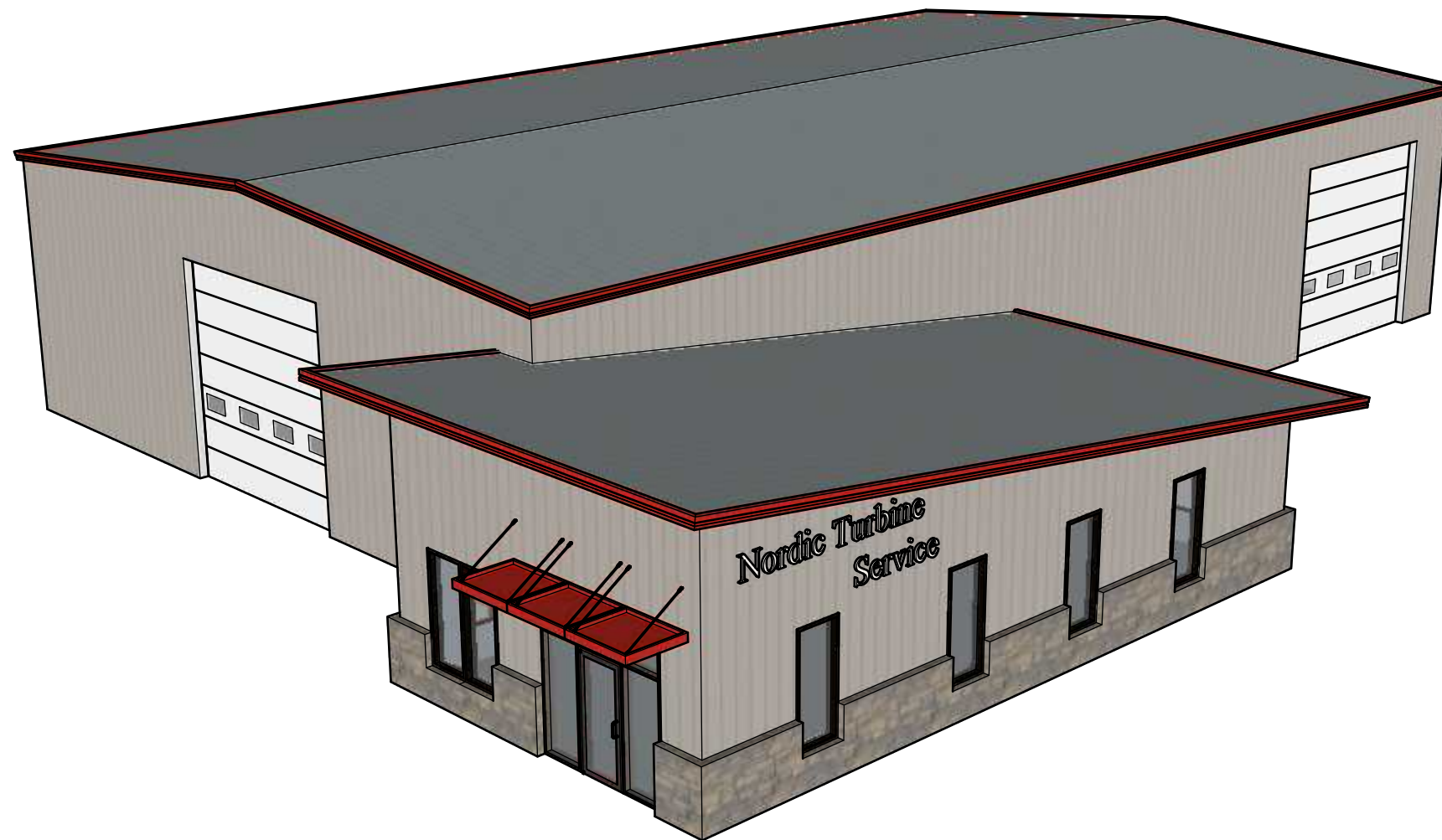
CORNERSTONE Regional Surveying, LLC
Serving Kansas, Missouri & Oklahoma
1921 North Penn, Independence, KS 67301 Ph: 816-320-331 Fax: 816-320-331

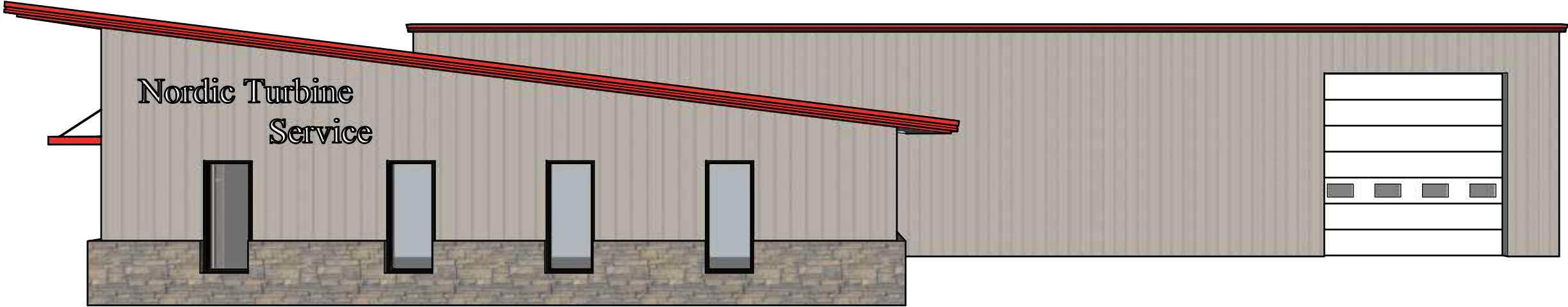




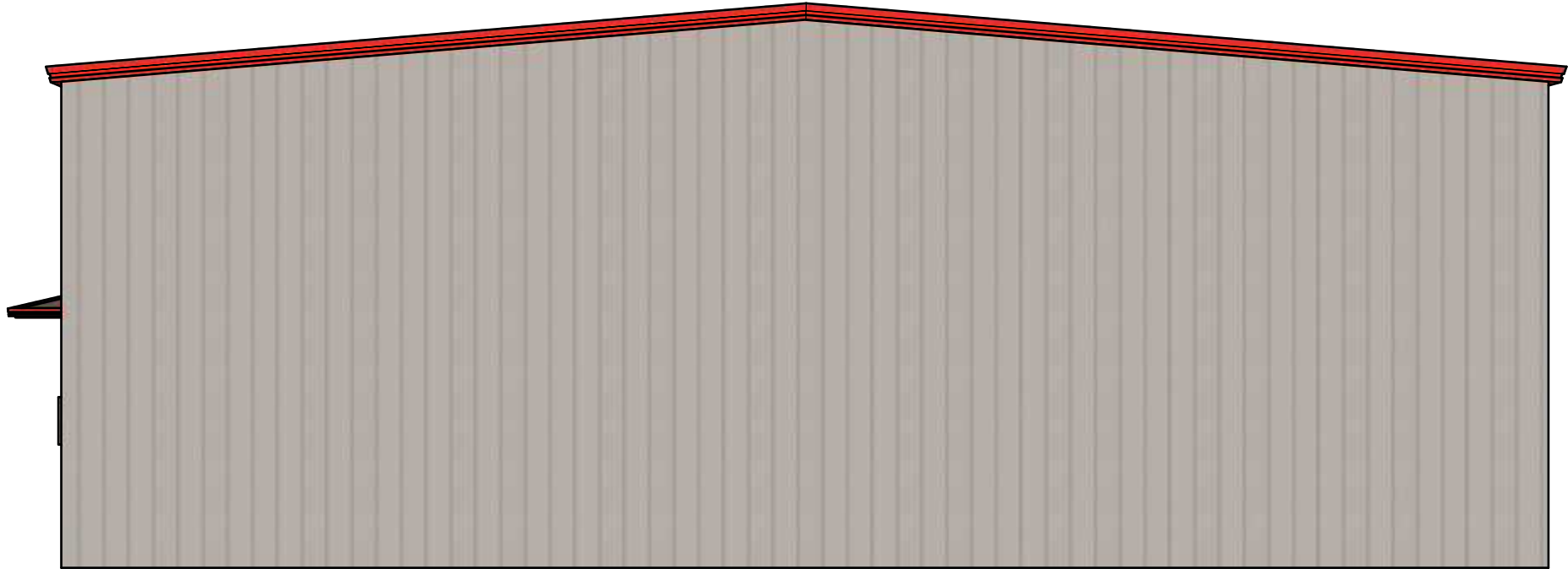


A		Site Plan		ISSUE 06.28.24 DRAWN BY BK CLIENT PROJECT PROJECT NO.					Revision		Date	Description	By
DRAWN BY BK		PROJECT NO.		0	00-00-00								
CLIENT													





3 North Elevation
Scale: 1" : 10'



4 East Elevation
Scale: 1" : 10'



Koehn
CONSTRUCTION SERVICES
P 620.378.3002 F 620.378.2283 koehnco.com

Revision	Date	Description	By
0	00-00-00		

ISSUE

06.28.24

PROJECT

DRAWN BY

BK

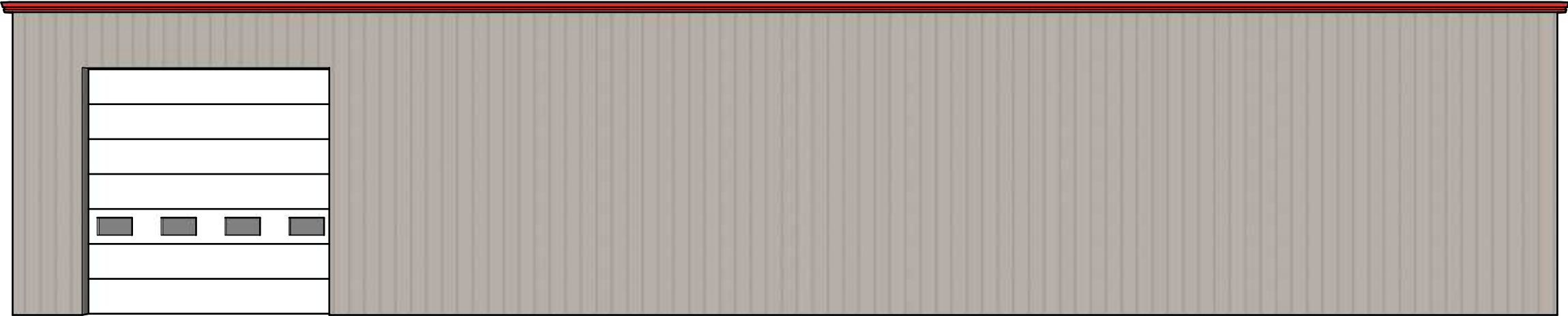
PROJECT NO.

CLIENT

Elevations

A1

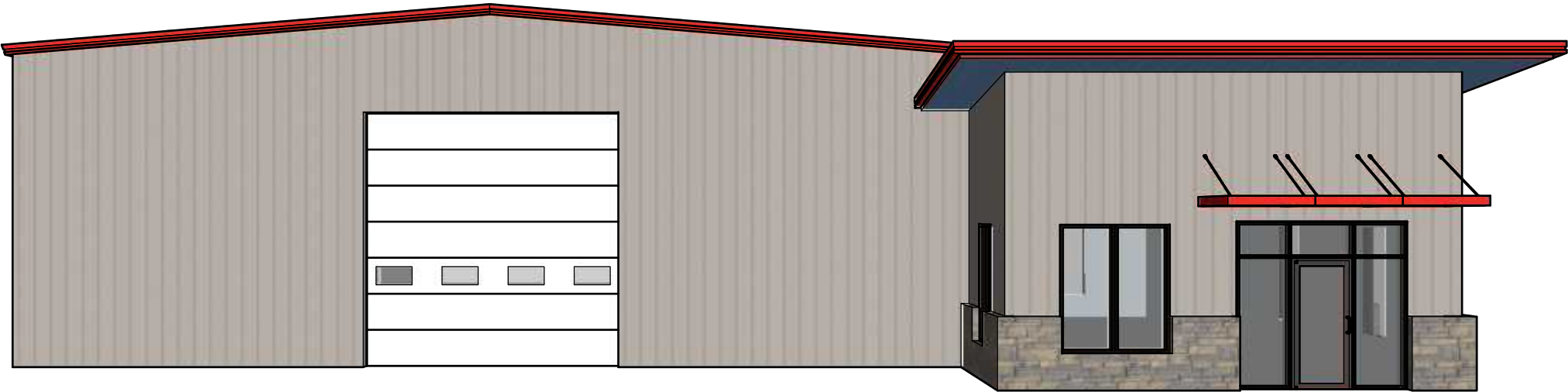
Page 32 of 50



3

North Elevation

Scale: 1" : 10'



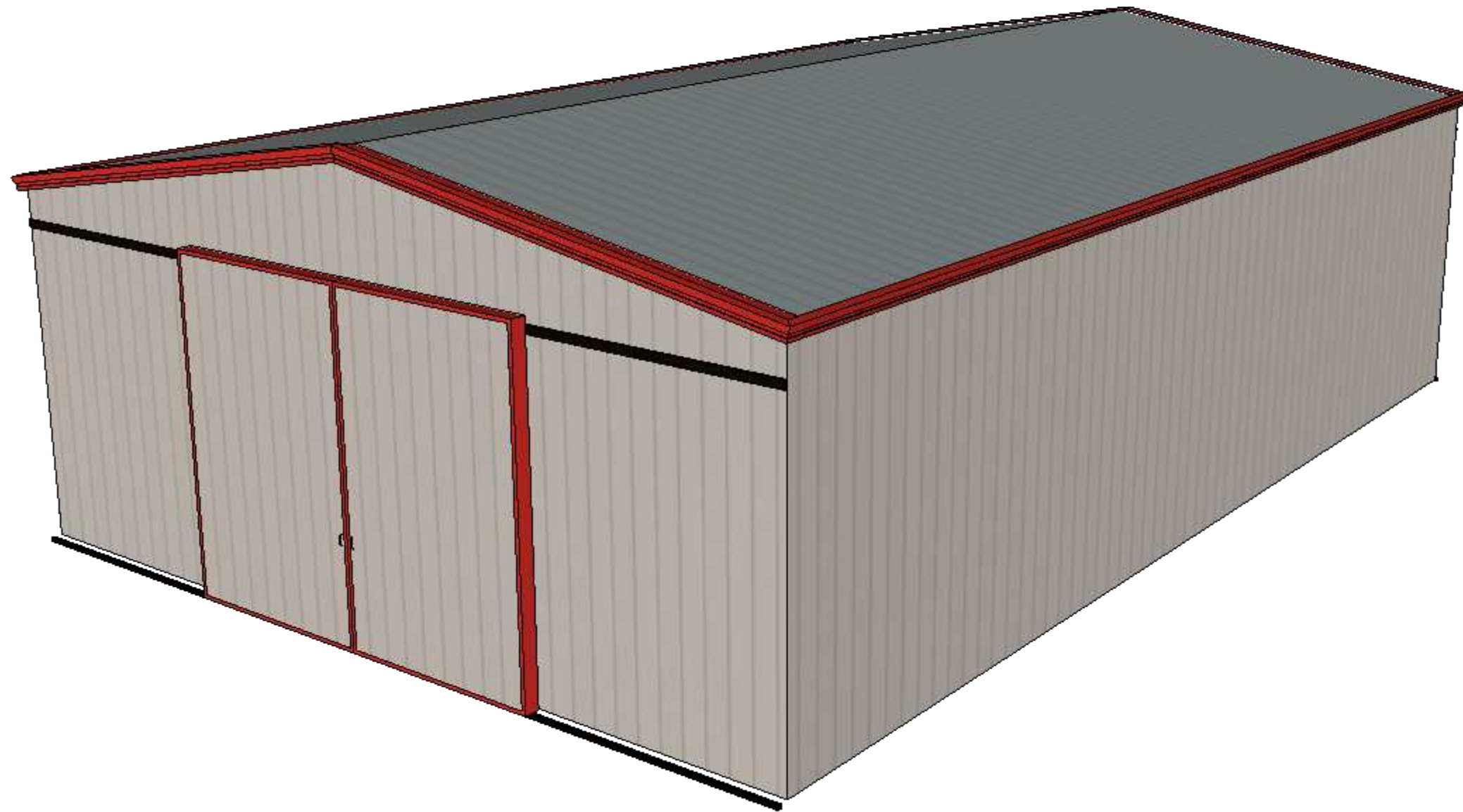
4

East Elevation

Scale: 1" : 10'

Revision	Date	Description	By
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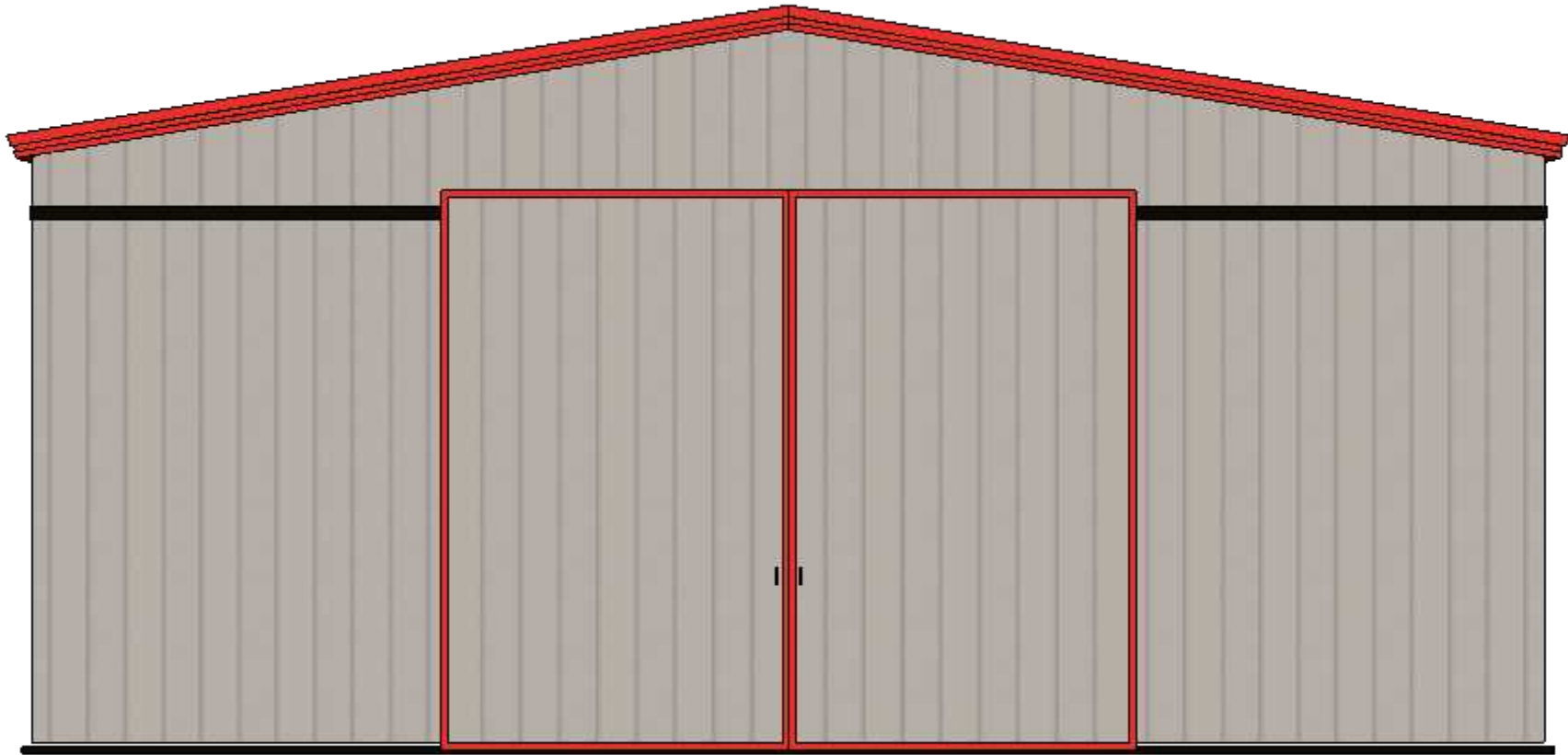
ISSUE	PROJECT
06.28.24	
DRAWN BY	PROJECT NO.
BK	
CLIENT	



3

North Elevation

Scale: 1" : 10'



4

East Elevation

Scale: 1" : 10'



Revision	Date	Description	By
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ISSUE	PROJECT
06.28.24	
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BK	
CLIENT	

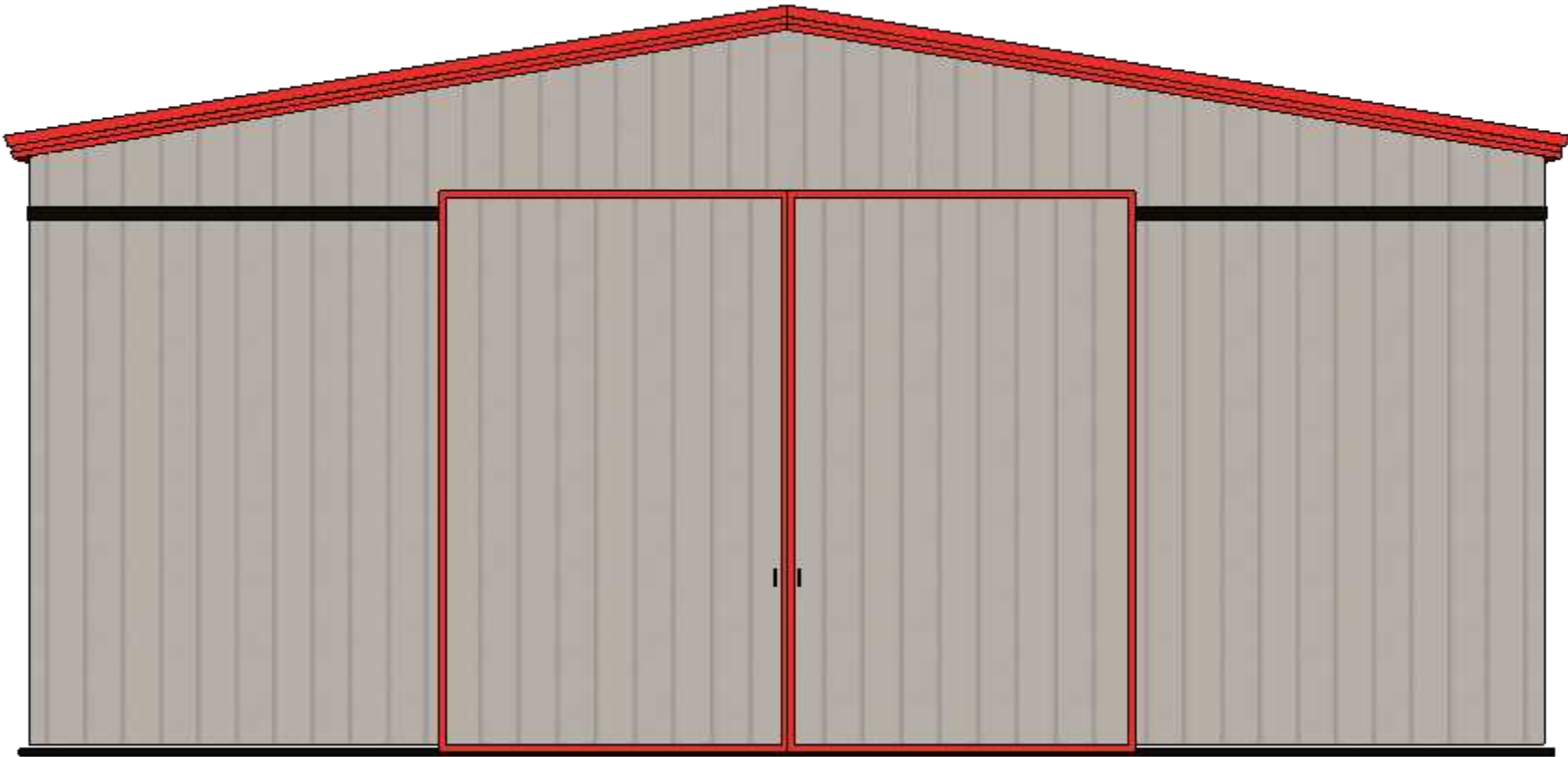
Elevations

A4

3

North Elevation

Scale: 1" : 10'



4

East Elevation

Scale: 1" : 10'



Revision	Date	Description	By
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ISSUE	PROJECT
06.28.24	
DRAWN BY	PROJECT NO.
BK	
CLIENT	

Elevations



3 North Elevation
Scale: 1" : 10'



4 East Elevation
Scale: 1" : 10'



Koehn
CONSTRUCTION SERVICES
P 620.378.3002 F 620.378.2283 koehncs.com

Revision	Date	Description	By
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9			

ISSUE
06.28.24

DRAWN BY
BK

CLIENT

PROJECT

PROJECT NO.

Site Plan

A7

Quick Ref	Parcel Number	Situs	Taxing Unit	Function	Neighbor	Owner	Mailing Add	Mailing City	Mailing St	Mailing Zip	Orion Ac
R11087	631342000000000000	00000 CR 3300, Independen	108 INDEPENDENCE CITY	Agricultural U	400.R	CITY OF INDEPENDENCE	120 N 6TH ST	INDEPENDENCE	KS	67301	272.09
R11113	631352000000000000	00000 FREEDOM DR, Indepe	108 INDEPENDENCE CITY	Commercial	400.R	CITY OF INDEPENDENCE	120 N 6TH ST	INDEPENDENCE	KS	67301	248.82
R11033	631342000000000000	3623 CR 3100, Independenc	038 INDEPENDENCE TOWNSHIP	Agricultural U	400.R	BOYCE, MARC A; MCCARTNEY, CONNIE Y	5 KINGSLEY CT	GLEN CARBON	IL	62034	26.53
R11108	631352000000000000	00000 CR 3150, Independen	038 INDEPENDENCE TOWNSHIP	Agricultural U	400.R	MCMILLIN, SCOTT R	3537 CR 3875	INDEPENDENCE	KS	67301	135.75
R11114	631352000000000000	00000 CR 3300, Independen	108 INDEPENDENCE CITY	Commercial	400.C	INDEPENDENCE, CITY OF AIRPORT RUNWAY AREA	811 W LAUREL ST	INDEPENDENCE	KS	67301	192.3

ORDINANCE NO. _____

AN ORDINANCE REZONING A 5-ACRE PARCEL LOCATED AT 3100 CESSNA BOULEVARD FROM M-1 (LIGHT INDUSTRIAL) TO M-2 (HEAVY INDUSTRIAL), WITHIN THE CITY OF INDEPENDENCE, KANSAS

WHEREAS, Daniel Thorenson of Thorenson Enterprises LLC has submitted an application to rezone a 5-acre undeveloped parcel located at 3100 Cessna Boulevard from M-1 (Light Industrial) to M-2 (Heavy Industrial); and

WHEREAS, the Independence Planning Commission, after due notice and public hearing, has reviewed the application and determined that the rezoning conforms to the City's Comprehensive Plan, which encourages compatible industrial development near the airport; and

WHEREAS, the City of Independence has found the proposed rezoning to meet the criteria outlined in Sec. 2-101, including the character of the neighborhood, zoning and uses of nearby properties, suitability for heavy industrial use, and availability of necessary infrastructure and services to support this development; and

WHEREAS, the Planning Commission has recommended approval of the rezoning request based on its consistency with the Comprehensive Plan's goals for industrial growth and efficient land use around the airport area;

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

SECTION 1. REZONING

The following-described property in attached Exhibit A located at 3100 Cessna Boulevard, consisting of approximately 5 acres, is hereby rezoned from M-1 (Light Industrial) to M-2 (Heavy Industrial).

SECTION 2. ZONING MAP

The official Zoning Map of the City of Independence, Kansas, is hereby amended to reflect this rezoning.

SECTION 3. SEVERABILITY

If any section, clause, or provision of this ordinance is declared unconstitutional or invalid, it shall not affect the remainder of this ordinance.

SECTION 4. EFFECTIVE DATE

This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

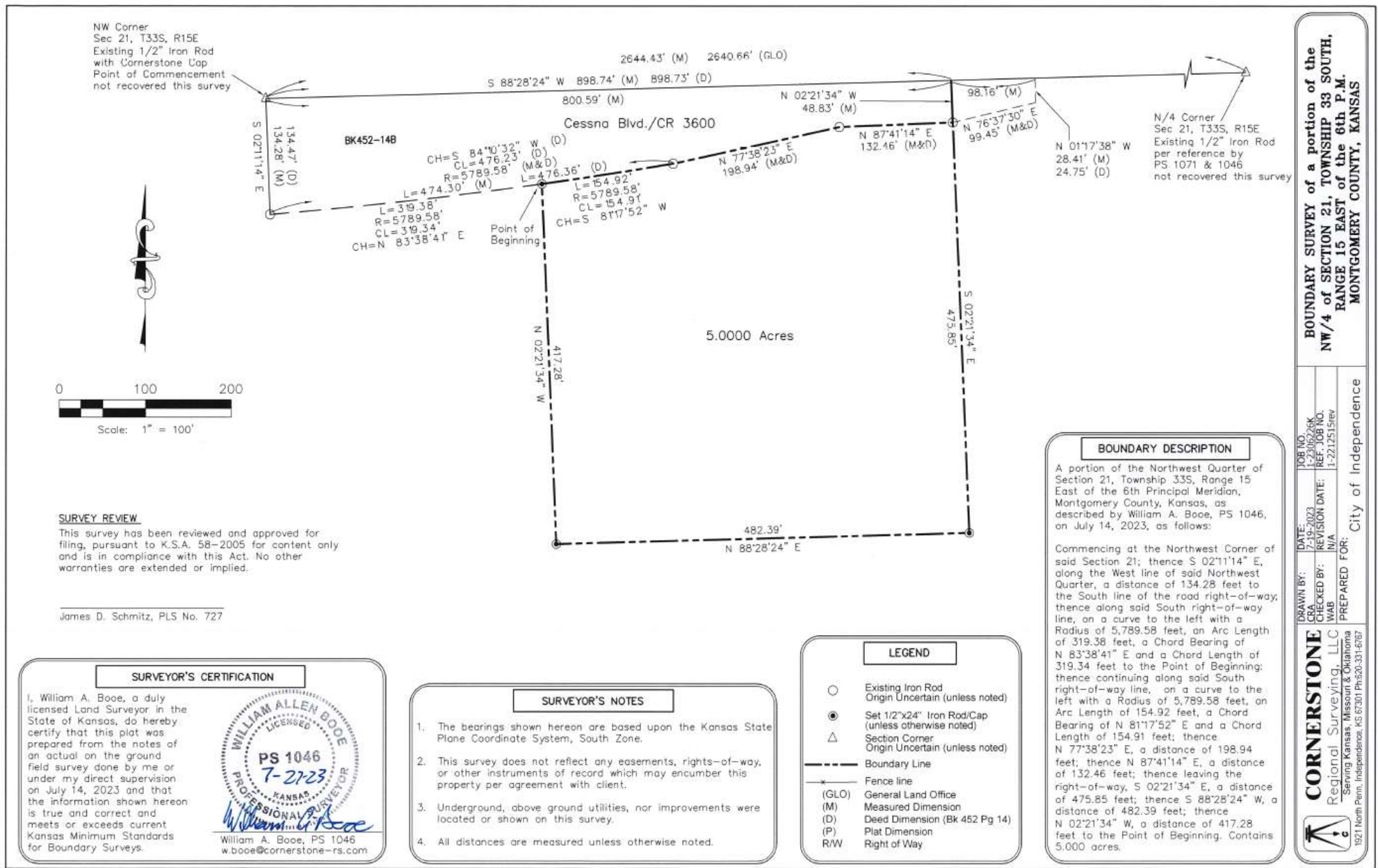
PASSED AND ADOPTED by the Governing Body of the City of Independence, Kansas, on this 12th day of December, 2024.

Timothy R. Emert, Mayor

ATTEST:

David Schwenker, City Clerk

Exhibit A





REQUEST FOR PLANNING COMMISSION ACTION CONDITIONAL USE PERMIT CITY OF INDEPENDENCE NOVEMBER 12, 2024

Department Admin

Prepared By Kelly Passauer

AGENDA ITEM Case #: 2024/CUP/05 - Public hearing to consider a conditional use permit for a short term rental (AirBnB) to be located at 940 Crescent Drive.

SUMMARY RECOMMENDATION Staff recommends that the Planning Commission approve Conditional Use Permit CUP05-2024 for a short-term rental at 940 Crescent Drive, subject to the conditions listed.

BACKGROUND The applicants, Shawn and Tricia Couch, request approval for a conditional use permit to operate a short-term rental (Airbnb) at their single-family residence located at 940 Crescent Drive. The property is situated in a residential area zoned R-2, single-family dwelling district, where short-term rentals are permitted conditionally to ensure compatibility with neighborhood character and minimize any adverse impacts.





		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
Short term rentals not elsewhere listed		C	C	C	C	C	C	C	C	P	P	P		

STAFF ANALYSIS The proposal has been reviewed concerning compatibility with the surrounding neighborhood, adherence to city codes, and the expected impact on adjacent properties. The following points highlight staff's analysis:

1. **Compatibility:** The property is located in a residential zone that supports single-family homes. The short-term rental use can be compatible if managed properly, with conditions ensuring it does not disrupt the residential character.
2. **Impact on Surrounding Properties:** Staff anticipates that the use of this property as an Airbnb will have minimal impact if noise levels and guest numbers are controlled. Parking availability on-site should accommodate guests, minimizing street congestion.
3. **Safety Compliance:** Compliance with building, fire, and safety codes will be required before the issuance of the permit. Necessary inspections will be arranged to confirm compliance.

RECOMMENDED CONDITIONS OF APPROVAL To mitigate potential impacts and uphold community standards, staff recommends the following areas be considered for conditions for this CUP:

1. **Non-Transferability of Permit** - Add a condition stating that the conditional use permit is not transferable to another property owner or location. This will ensure that any new owner must apply for their own permit if they wish to continue operating a short-term rental.
2. **Annual Occupation License** - Include a requirement for the applicant to acquire and renew a City occupation license annually, ensuring continuous compliance with city regulations for short-term rentals.
3. **Exterior Maintenance** - Specify that the exterior of the property must remain clean and comply with all environmental and nuisance codes, which will address neighborhood concerns about the property's appearance and upkeep.
4. **Noise Control Refinement** - Instead of general quiet hours, specify that excessive noise should not be audible beyond the property boundaries at any time, as outlined in the previous permits.
5. **Off-Street, Hard-Surfaced Parking** - Specify that parking must be on hard-surfaced areas on the applicant's private property, preventing guests from parking on streets or unpaved areas.
6. **Exterior Lighting** - Require that exterior lighting does not adversely impact neighboring properties, preventing potential light pollution issues.

CONCLUSION With the conditions specified above, staff believes that the proposed short-term rental will integrate well within the residential community, promoting responsible property use. The Planning Commission should consider any additional public comments during the hearing and may modify conditions as appropriate based on community input.

SUGGESTED MOTION "I move that the Planning Commission recommend that the City Commission approve Conditional Use Permit Case #2024/CUP/05 for the operation of a short-term rental at 940 Crescent Drive, subject to the following conditions:

1. The conditional use permit is non-transferable to another property owner or location.
2. The applicant must obtain and renew an annual City occupation license.
3. The property's exterior must be well-maintained and free of environmental or nuisance code violations.
4. Excessive noise should not be audible beyond the property lines at any time.
5. On-site, hard-surfaced parking must be provided on the applicant's private property.
6. Exterior lighting must not shine onto neighboring properties.

This motion reflects staff's recommendation and incorporates relevant conditions from similar, previously approved permits."

SUPPORTING DOCUMENTS

1. CUP05-2024
2. AirBnB Application - 09232024
3. OWNER INFO CUP05
4. CUP FOR A SHORT-TERM RENTAL AT 940 CRESCENT DRIVE RESOLUTION NO

NOTICE TO THE PUBLIC



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

Tuesday, November 12, 2024 at 5:30 p.m.

To receive comments to consider a conditional use permit for a single-family residence located at 940 Crescent Drive, Independence KS 67301 for the intended use of short-term rental (AirBnB).

Legal Description: COLLEGE CREST NO 3, S25, T32, R15, Lot 82, 13153

Common Address: 940 Crescent Drive, Independence KS 6730

Applicant/Owners: Shawn & Tricia Couch

Case Number: 2024/CUP/05

The hearing will be conducted in the Commission/Municipal Court Room, City Hall, 120 North 6th Street, Independence, Kansas, on November 12, 2024, 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, Conference ID, 820754218# 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
City of Independence, Kansas

DATE FILED 09/24/2024
\$200 FEE PAID 09/24/2024

Shawn & Tricia Couch 940 Crescent Drive

940 Crescent Drive Independence ks. 67301

Air Bnb

Ranch house, wood siding

Signature of Applicant

Signature of Building Inspector

Payment Notification - Conditional Use

From noreply@municipalonlinepayments.com <noreply@municipalonlinepayments.com>

Date Tue 9/24/2024 5:52 AM

To Kelly Passauer <kellyp@independencesks.gov>



Independence, KS

This is your payment receipt.

Confirmation Number
N35KRTXCV5

Payer Contact Info
shawn.couch@smpcorp.com

Payment Method
*****7659

Conditional Use

Name	Shawn Couch
Property Address	940 Crescent Dr. Independence Ks. 67301
Phone	620.330.4832

Base Price	\$200.00
Convenience Fee	\$1.25
Municipal Online Payments Fee	\$1.25
Total	\$202.50

[**Municipal Online Services**](#)

[**Login**](#)

Quick Ref	Parcel Number	Situs	Owner	Mailing Add	Mailing City	Mailin Mailing Zip	Sq Ft
R2689	630873000000000000	946 CRESCENT DR, Independence, KS 67301	LANE, JUSTIN	946 CRESCENT DR	INDEPENDENCE KS	67301	15,479
R2839	630873000000000000	1000 W BEECH ST, Independence, KS 67301	SCHWENKER, DAVID & LISA	1000 W BEECH ST	INDEPENDENCE KS	67301	13,988
R2581	630873000000000000	924 W BEECH ST, Independence, KS 67301	DAVID, BENNY & NOBLE, JAMIE	924 W BEECH ST	INDEPENDENCE KS	67301	15,056
R2582	630873000000000000	918 W BEECH ST, Independence, KS 67301	BURKHART, MONA; MAYHEW, TERI LYNN	918* W BEECH	INDEPENDENCE KS	67301	10,876
R2690	630873000000000000	953 CRESCENT DR, Independence, KS 67301	BYNUM, LEE A & JOAN E	953 CRESCENT DR	INDEPENDENCE KS	67301	15,716
R2844	630873000000000000	1024 N 17TH PL, Independence, KS 67301	SAUNDERS, JUANITA F	1024 N 17TH PL	INDEPENDENCE KS	67301	11,959
R2843	630873000000000000	1028 N 17TH PL, Independence, KS 67301	CUSTER, BILL I. & MYRA J. & BROWN, LORA M.	1028 N 17TH PL	INDEPENDENCE KS	67301	18,451
R2688	630873000000000000	940 CRESCENT DR, Independence, KS 67301	COUCH, SHAWN A. & TRICIA R.	5758 DECATUR RD	FREDONIA KS	66736	13,153
R2687	630873000000000000	934 CRESCENT DR, Independence, KS 67301	NORTH, JULIE K; FONSECA, TYLER M	934 CRESCENT DR	INDEPENDENCE KS	67301	9,812
R2686	630873000000000000	928 CRESCENT DR, Independence, KS 67301	WARD, DAVID A	928 W CRESCENT DR	INDEPENDENCE KS	67301	9,896
R2838	630873000000000000	1014 W BEECH ST, Independence, KS 67301	BETANCOURT, FERNANDO PATIN	1014 W BEECH ST	INDEPENDENCE KS	67301	12,894
R2674	630873000000000000	913 W BEECH ST, Independence, KS 67301	ESQUIVEL, FRANCISCO	913 W BEECH ST	INDEPENDENCE KS	67301	10,140
R2701	630873000000000000	930 CIRCLE DR, Independence, KS 67301	HERION, ELIZABETH CHRISTINE	930 CIRCLE DR	INDEPENDENCE KS	67301	11,489
R2702	630873000000000000	924 CIRCLE DR, Independence, KS 67301	DAVIDSON, GARY L	924 CIRCLE DR	INDEPENDENCE KS	67301	12,653
R2699	630873000000000000	958 CRESCENT DR, Independence, KS 67301	GUAN, RICHARD	958 CRESENT DR	INDEPENDENCE KS	67301	7,651
R2691	630873000000000000	959 CRESCENT DR, Independence, KS 67301	STULTZ, ROSALIND	959 CRESCENT DR	INDEPENDENCE KS	67301	11,030
R2700	630873000000000000	964 CRESCENT DR, Independence, KS 67301	WATTS, MINA B, TRSTE THE DELMAR R. WATTS & MINA B. WATTS TRST 7/20/2005	964 CRESCENT DR	INDEPENDENCE KS	67301	9,068
R2842	630873000000000000	1036 N 17TH PL, Independence, KS 67301	EMMOT, RAYMOND H & LORRAINE D REV LIV TRST 02-03-15	1036 N 17TH PL	INDEPENDENCE KS	67301	10,236
R2841	630873000000000000	1013 W BEECH ST, Independence, KS 67301	SUTTON, TODD L & BEACH, STACY D	1013 W BEECH ST	INDEPENDENCE KS	67301	12,326
R2840	630873000000000000	1001 W BEECH ST, Independence, KS 67301	MORRIS, JESSICA B	1001 W BEECH ST	INDEPENDENCE KS	67301	13,812
R2672	630873000000000000	925 W BEECH ST, Independence, KS 67301	RUTLAND, LORI M	925 W BEECH	INDEPENDENCE KS	67301	9,173
R2673	630873000000000000	919 W BEECH ST, Independence, KS 67301	JUBY, WILLIAM W TRST 1/25/94	919 W BEECH ST	INDEPENDENCE KS	67301	10,572
R2698	630873000000000000	952 CRESCENT DR, Independence, KS 67301	LAWRENCE, DAVE	952 CRESCENT DR	INDEPENDENCE KS	67301	8,031
R2697	630873000000000000	933 CRESCENT DR, Independence, KS 67301	HULL, THERESA	933 CRESCENT DR	INDEPENDENCE KS	67301	11,758
R2696	630873000000000000	929 CRESCENT DR, Independence, KS 67301	MINER, PHYLLIS J	929 CRESCENT DR	INDEPENDENCE KS	67301	11,780
R2845	630873000000000000	1016 N 17TH PL, Independence, KS 67301	KIRKS, ROBERT E	1016 N 17TH PL	INDEPENDENCE KS	67301	11,606
R2685	630873000000000000	922 CRESCENT DR, Independence, KS 67301	BARTHOLOMEW, JESSICA LEANN	922 CRESCENT DR	INDEPENDENCE KS	67301	8,507
R2695	630873000000000000	921 CRESCENT DR, Independence, KS 67301	JAY, AMANDA; ROGERS, ALLISON	921 CRESCENT DR	INDEPENDENCE KS	67301	11,941

RESOLUTION NO. 2024 - _____

A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT FOR A SHORT-TERM RENTAL LOCATED AT 940 CRESCENT DRIVE, INDEPENDENCE, KANSAS.

WHEREAS, at a public hearing conducted on November 12, 2024, the Independence Planning and Zoning Commission considered and voted to approve a request for a conditional use permit for a short-term rental at 940 Crescent Drive, located in an R-3 zoned district;

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

Section 1: The recommendation of the Independence Planning & Zoning Commission to issue a conditional use permit for a short-term rental in an R-3 zoned district at 940 Crescent Drive is hereby approved, subject to the following conditions:

1. The conditional use permit is non-transferable to another property owner or location.
2. The applicant must obtain and renew an annual City occupation license, remaining in compliance with all City codes.
3. The property's exterior must be kept clean and comply with all environmental and nuisance codes.
4. Excessive noise from the property should not be audible beyond the property lines at any time.
5. On-site, hard-surfaced parking must be provided on the applicant's private property to accommodate guests.
6. Exterior lighting must not adversely affect neighboring properties by shining onto them.

Section 2: This resolution shall be in full force and effect from and after its adoption and approval by the Governing Body.

ADOPTED and approved by the Governing Body of the City of Independence, Kansas, on this 12th day of December 2024.

Timothy R. Emert, Mayor

ATTEST:

David Schwenker, City Clerk