

INDEPENDENCE CITY COMMISSION

REGULAR SESSION AGENDA

February 13, 2025

5:30 PM

Commission Room, City Hall

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

The Agenda shall be as follows:

I. REGULAR SESSION

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

II. APPOINTMENTS

- A. Consider reappointing Kym Kays to a 1st full term on the Planning Commission.

III. PRESENTATIONS

- A. 2024 Main Street Annual Report

IV. CONSENT AGENDA

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

- A. Consider approving the minutes of the January 23, 2025 Commission meeting.
- B. Consider authorizing street closures for the annual Run4Fun 5K in Riverside Park on May 3, 2025.
- C. Consider authorizing an agreement with Government Frameworks.
- D. Consider authorizing a contract with Bartlett for accepting wastewater.
- E. Consider adopting a Resolution declaring the necessity of the multi-use path and authorizing a survey.
- F. Consider a request from Independence Rotary to authorize an agreement with Rainbow Fireworks for the annual 4th of July Fireworks Display.
- G. Consider authorizing an agreement with the Sports Car Club of America, Inc. (SCCA) to hold a racing event at Independence Municipal Airport on April 4-6 and September 19-21, 2025.
- H. Consider approving a purchase of a 2024 Ford F-600 Bucket Truck for the Street Department from Palfinger.

V. PUBLIC HEARING

- A. Public hearing for the adoption of a Neighborhood Revitalization Plan pursuant to K.S.A. 12-17,114 et seq.

VI. ITEMS FOR COMMISSION ACTION

- A. Consider Ordinance No. 4479 amending the hardship and appeal process in the maintenance code.
- B. Consider a resolution to rescind the condemnation action of 1016 E. Edison Street.
- C. Consider approval of a mechanical engineering agreement for HVAC replacement at Memorial Hall.

- D. Consider setting a Public Hearing to consider condemnation of 1012 W. Chestnut as dangerous and unsafe.
- E. Consider adopting a resolution authorizing the sale of two lots in the Jefferson Subdivision to First-Step-Builders, and an option to purchase three additional lots within the same subdivision.

VII. REPORTS

- A. City Board Minutes
- B. December 2024 Sales Tax Report
- C. City of Independence, Kansas End of Year Report

VIII. CITY MANAGER'S COMMENTS

IX. COMMISSIONERS' COMMENTS

X. PUBLIC CONCERNS

XI. ADJOURNMENT



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 13, 2025

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider reappointing Kym Kays to a 1st full term on the Planning Commission.

SUMMARY RECOMMENDATION Reappoint Kym Kays

BACKGROUND Kym Kays has served a partial term and is eligible to be reappointed. She has agreed to serve an additional term. Kym is an outside City appointment along with Gary Hogsett, which means they serve on the Planning Commission but not on the Board of Zoning Appeals, which consists of only those who reside inside the City.

PLANNING & ZONING COMMISSION (3 year terms -- 9 members)			
Members	Term	Expires	Appointed
Brett Gilcrist	1st term	January 1, 2028	January 9, 2025
Butch Holum	Unexpired	January 1, 2026	January 11, 2024
Kym Kays** Secretary	Unexpired	January 1, 2025	January 11, 2024
Rita Ortolani	1st term*	January 1, 2028	January 11, 2024
Gary Hogsett**	1st term	January 1, 2027	January 11, 2024
Michelle Avery	2nd term*	January 1, 2027	June 28, 2018 January 11, 2024
Tim Haynes	1st term*	January 1, 2027	February 24, 2022 January 11, 2024
Lisa Richard Vice Chair	2nd term*	January 1, 2026	August 8, 2019 December 19, 2019
Rachel Lyon Chair	2nd term	January 1, 2026	May 14, 2020
*Served an unexpired term.			
**Outside City Appointment. Not on Board of Zoning Appeals.			
Meeting Place: Commission Room, City Hall			
Meeting Date: First Tuesday			
Meeting Time: 5:30 p.m.			

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to reappoint Kym Kays to a 1st full term on the Planning Commission expiring on January 11, 2028.

SUPPORTING DOCUMENTS



Presentation
CITY OF INDEPENDENCE
February 13, 2025

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM 2024 Main Street Annual Report

BACKGROUND Director Tabatha Snodgrass will present the 2024 Main Street Annual Report.

SUPPORTING DOCUMENTS

1. 2024 Main St Annual Report



**INDEPENDENCE
main street**

2024

ANNUAL REPORT



TABATHA SNODGRASS

Executive Director



Message from the Executive Director

What a year we have seen! I am so happy to be celebrating 40 years of Independence Main Street with all of you. Although I will only be celebrating my 8th year with the organization, I feel like I have 40 years of memories to share!

2024 has been a transformative year for Independence Main Street. From hosting vibrant events to welcoming new businesses, our downtown has experienced incredible growth and community engagement. This annual report highlights our accomplishments and lays the foundation for an exciting future.

As we reflect on the past and look forward to what lies ahead, we hope that you will join us in celebrating Main Street and those who have continuously invested in and contributed to our downtown community.

Thank you for your ongoing support and dedication to making downtown Independence a thriving hub for everyone.

*Sincerely,
Tabatha Snodgrass*



INDEPENDENCE
main street

VISION AND MISSION

VISION

To preserve and enhance our unique and growing community, widely known for its historic charm and small-town feel. We aim to sustain a vital downtown that enriches the business community, embraces history, celebrates the arts, preserves our natural environment, encourages tourism and local spending, and promotes quality events that instill a welcoming atmosphere and a true "sense of place" in our community.

MISSION

The mission of Independence Main Street program is to serve as a positive force working with our community, business and property owners to preserve, enhance, and promote our historic downtown as a vibrant destination for residents and visitors to live, gather, shop, work, and enjoy.



EVENT RECAP

A Stellar Year for Independence Main Street!

In 2024, Independence Main Street hosted a remarkable 17 events and collaborated with several others, showcasing the beauty and vibrancy of Downtown Independence.

Here are some of the highlights from our year:

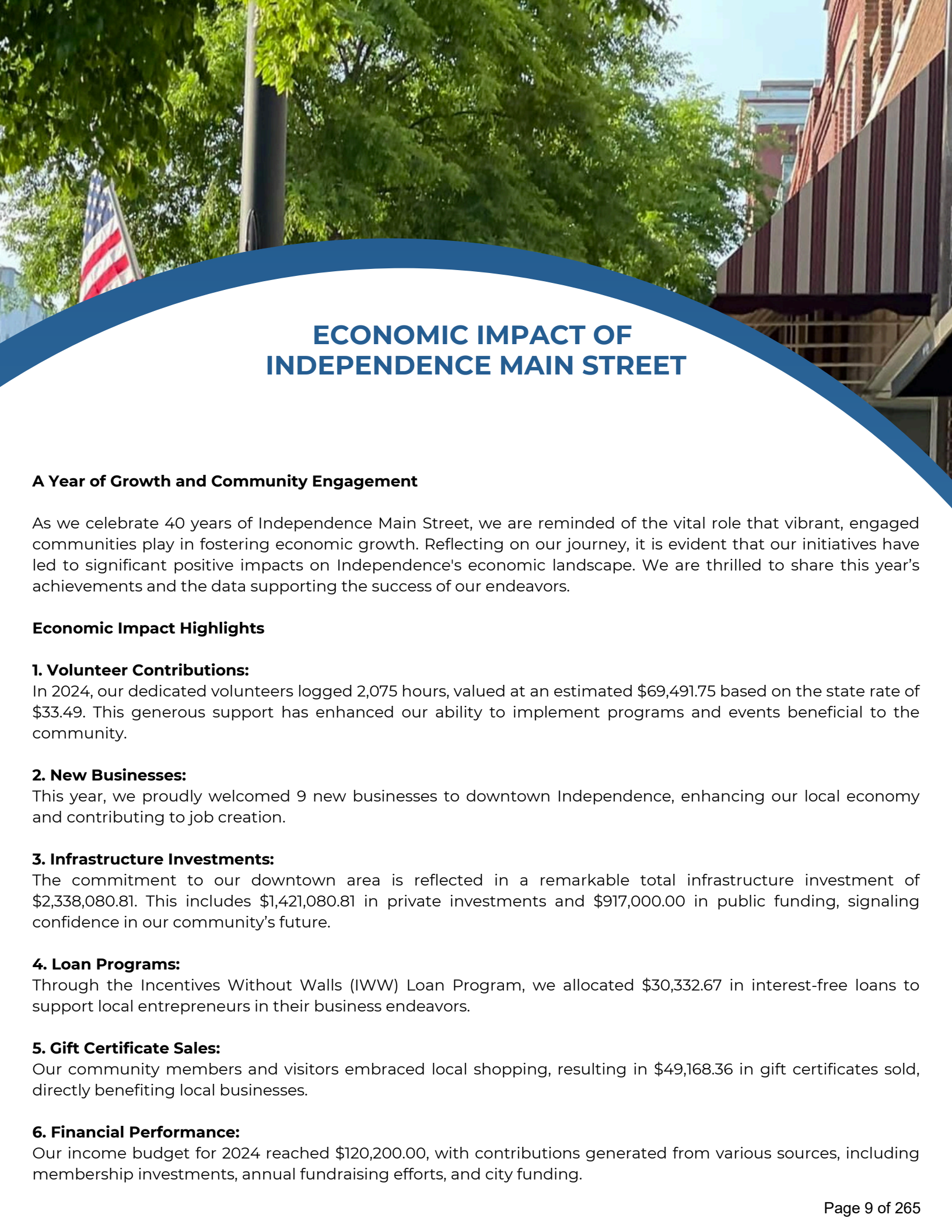
Sip & Shop Events: One of our favorite downtown events made a triumphant return last year. In collaboration with our retailers, we hosted three Sip & Shop events, providing shoppers with an after-hours and unique shopping experience. These events included Let's Wine about Winter, Fall Sip & Shop, and the Holiday Sip & Shop.

All Wheels Nights: We hosted seven All Wheels Nights, including two with the Sports Car Club of America (SCCA). These nights featured live performances from fantastic artists including, Robbi Bell, Brian Leedy, Traci and the Time Travelers, Straight Away, The Caddywhompus Band, CM Johnson Band, and the Independence High School (IHS) Band. A highlight was our August event, which collaborated with the Independence Chamber of Commerce, integrating a downtown movie night along with the Independence High School Band performance to create a fun-filled evening for all ages.

Fourth and Live Concert Series: In 2024, Independence Main Street's Board Chair, Chair-Elect, and staff collaborated with Neewollah and the Betterment Group of Caney to bring a Fourth and Live Concert Series to Downtown Independence. This partnership culminated in a performance by country music star Tyler Farr, attracting both visitors and locals alike, and showcasing the vibrancy of our community.

Holiday Open Houses & Parade: We experienced an incredible turnout during our Holiday Open Houses and the Holiday Parade, co-sponsored with the Independence Optimist Club. The perfect weather and beautifully decorated storefronts set the stage for a festive celebration that delighted everyone in attendance. This year, we also reintroduced carriage rides for families, thanks to our collaboration with Edward Jones Financial Advisor Jason Rutledge. The free carriage rides provided a charming, small-town Christmas experience that everyone loved! Our "Harmonies for the Holidays" addition filled the air with joyful tunes, while our generous retailers made it possible to give away \$1,000 in Holiday Dollars at Patio 210, enhancing the holiday spirit.

We are excited to build on this momentum as we look forward to even more collaborations and events in 2025! Thank you to everyone who participated, volunteered, and supported our efforts to enhance our community.



ECONOMIC IMPACT OF INDEPENDENCE MAIN STREET

A Year of Growth and Community Engagement

As we celebrate 40 years of Independence Main Street, we are reminded of the vital role that vibrant, engaged communities play in fostering economic growth. Reflecting on our journey, it is evident that our initiatives have led to significant positive impacts on Independence's economic landscape. We are thrilled to share this year's achievements and the data supporting the success of our endeavors.

Economic Impact Highlights

1. Volunteer Contributions:

In 2024, our dedicated volunteers logged 2,075 hours, valued at an estimated \$69,491.75 based on the state rate of \$33.49. This generous support has enhanced our ability to implement programs and events beneficial to the community.

2. New Businesses:

This year, we proudly welcomed 9 new businesses to downtown Independence, enhancing our local economy and contributing to job creation.

3. Infrastructure Investments:

The commitment to our downtown area is reflected in a remarkable total infrastructure investment of \$2,338,080.81. This includes \$1,421,080.81 in private investments and \$917,000.00 in public funding, signaling confidence in our community's future.

4. Loan Programs:

Through the Incentives Without Walls (IWW) Loan Program, we allocated \$30,332.67 in interest-free loans to support local entrepreneurs in their business endeavors.

5. Gift Certificate Sales:

Our community members and visitors embraced local shopping, resulting in \$49,168.36 in gift certificates sold, directly benefiting local businesses.

6. Financial Performance:

Our income budget for 2024 reached \$120,200.00, with contributions generated from various sources, including membership investments, annual fundraising efforts, and city funding.

UNDERSTANDING OUR RETURN ON INVESTMENT



2024

To gauge the impact of Independence Main Street on our community, let's break down how your support translates into tangible benefits. Here's how we calculate the value of what we achieve together:

1. Volunteer Contribution:

- Our amazing volunteers put in 2,075 hours of work, worth about \$69,491.75. That's a significant helping hand!

2. Investment in Infrastructure:

- We saw a total investment of \$2,338,080.81 in improving our downtown area. This includes both private and public contributions, showing we're committed to growth!

3. Loans for Local Businesses:

- We provided \$30,332.67 in interest-free loans to local entrepreneurs, helping them start or expand their businesses.

4. Support through Gift Certificates:

- Residents and visitors purchased \$49,168.36 in gift certificates, which directly went to our local shops.

5. Other Contributions:

- Additional investor contributions added up to \$30,484.89.

Total Community Benefits Calculation:

- Volunteer Contributions: \$69,491.75
- Infrastructure Investments: \$2,338,080.81
- IWW Loans: \$30,332.67
- Investor Contributions: \$30,484.89
- Gift Certificates Sold: \$49,168.36

Total Benefits = \$2,517,558.48

Finding the Net Benefit

- Total City and Investor Investment = City Contribution + Investor Contributions = \$30,000 + \$30,484.89 = \$60,484.89
- Net Benefit = Total Benefits - Total City and Investor Investment
- Net Benefit = \$2,517,558.48 - \$60,484.89 = \$2,457,073.59

Calculating the ROI

To see how much we earn for every dollar invested, we calculate the Return on Investment (ROI):

- $ROI = (Net\ Benefit / Total\ Investment) \times 100$
- $ROI = (\$2,457,073.59 / \$60,484.89) \times 100$
- $ROI \approx 4062.69\%$

Key Takeaway

For every dollar the City and investors contributed to Independence Main Street, the community sees about \$40.63 in benefits! This remarkable return underscores the powerful impact of your support on our local economy and community development.

Thank You!

Together, we are making a significant difference for downtown Independence!

COMMUNITY ENGAGEMENT

As we approach the 40-year mark of Independence Main Street, our transformation strategy centers on telling our story through meaningful community engagement, dedicated service, and maintaining authenticity. We believe that each of these elements plays a vital role in shaping the vibrant identity of our downtown, fostering connections, and ensuring that our community continues to thrive for years to come. Together, we are committed to celebrating our past while building a future that reflects the spirit and values of Independence.

20
24





THANK YOU

As we conclude our annual report, we want to extend our heartfelt gratitude to all our supporters, volunteers, and partners. Your commitment and dedication have been instrumental in driving the success of Independence Main Street and fostering a vibrant community. Thank you for being a vital part of our journey.

If you have any questions or would like to discuss our initiatives further, please do not hesitate to reach out. We are here to listen and engage with you as we work together to build a brighter future for our downtown.

Thank you once again for your unwavering support!

CONTACT US :



620-331-2300



indyksmnst@gmail.com



<https://www.independencemainstreet.com>



109 E. Main St., Independence, KS. 67301



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 13, 2025**

Department City Clerk

Director Approval Kelly Passauer

AGENDA ITEM Consider approving the minutes of the January 23, 2025 Commission meeting.

SUMMARY RECOMMENDATION Approve the minutes from January 23, 2025

BACKGROUND

FINANCIAL INFORMATION

SUGGESTED MOTION I move to approve the minutes of the January 23, 2025 regular Commission meeting.

SUPPORTING DOCUMENTS

1. January 23 2025 Minutes

Minutes of the City Commission's January 23, 2025 Meeting

I. REGULAR SESSION

Commissioners Present: Mayor Scott Smith, Vice-Mayor Dean Hayse and Commissioner Tim Emert

City Staff Present: Kelly Passauer, City Manager; David Cowan, Assistant City Manager; Jeff Chubb, City Attorney; David Schwenker, City Clerk/City Treasurer; April Nutt, Director of Housing Authority; Dustin Stafford, Chief of Police; John Garris, City Engineer/Director of Public Works and Aaron Cook, Fire Chief.

Visitors Present: Larry McHugh, Breanne Sanford and Ned Stichman.

A. Call to Order

Mayor Smith called the meeting to order.

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted the agenda.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

II. PRESENTATIONS

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

Officer Jacob Smith was chosen to serve the citizens of Independence as a police officer. Officer Smith previously worked with us and chose to come back. Jacob grew up, and still resides in, Independence. He served in the United States Marine Corps for 5 years before being honorably discharged in 2020. Jacob began pursuing a career in law enforcement in 2021. He now has 3 years of law enforcement experience and serves on the Independence Rural Fire Department as well. Jacob feels he can make the biggest difference, for the most people, through a career in law enforcement. He is thankful for the opportunity!

City Clerk Schwenker swore in Officer Smith.

III. CONSENT AGENDA

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission adopted the consent agenda.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- A. Consider approving the minutes of the January 9th, 2025 Commission meeting.

Suggested Motion:

I move to approve the minutes of the January 9th, 2025 regular Commission meeting.

- B. Consider approving a purchase from Fluid Equipment Company for a new Vogelsang grinder, control panel, startup service, and freight to job site.

The wastewater treatment plant sewage grinding pump has failed. The impact to the process is that solid, non-biological material ("trash") can flow through the screens, and the screens can clog requiring hours of effort to clean. A grinder was a part of the basic design, and although the plant can operate with only the screen for a period of time, it is not recommended as it has impacts on the process and final output products.

The City of Independence accepted bids for providing a Channel Sewage Grinder for Wastewater Treatment Plant on January 9, 2025. A single bid was received.

Based on the evaluation of plant personnel, a design using monolithic cutter heads is preferred for maintenance consideration, and the bid reflects that specification.

The Fluid Equipment Company provided the sole bid for the new Vogelsang grinder for \$61,127.00, meeting the specifications in the attached bid document, and this in the range of anticipated costs for a new unit.

Suggested Motion:

I move to approve the purchase of the new Vogelsang grinder, control panel, startup service, and freight to the job site from the Fluid Equipment Company.

- C. Consider authorizing the City Manager to sign agreements related to the restoration project at 106 N. 8th Street, pending City Attorney approval.

The property at 106 N. 8th Street has been identified for exterior restoration as part of ongoing revitalization efforts. Trident Partnerships is the developer overseeing the project and has also been contracted to provide design and management services, ensuring the project stays within scope, budget, and timeline. with Mid-Continental Restoration Company Inc. serving as the contractor performing the required work. ACM Removal and Flint Ridge Service LLC are providing additional project-related services for abatement and demolition, respectively This portion of the project is being funded by a Community Development Block Grant (CDBG) through the City. The scope of work includes but is not limited to, masonry repairs, cleaning, and waterproofing to preserve the structural integrity and aesthetic appeal of the building. The project aligns with the City's efforts to enhance the historic downtown district and support economic development initiatives.

Suggested Motion:

I move to authorize the City Manager to sign agreements related to the restoration project at 106 N. 8th Street, including contracts with Trident Partnerships, Mid-Continental Restoration Company Inc., ACM Removal, Flint Ridge Service, LLC, and design and management services with Trident Partnerships, subject to City Attorney approval.

IV. PUBLIC HEARING

- A. Public Hearing to consider the condemnation of 713 Washington Street as dangerous and unsafe.

The property located at 713 Washington Street, owned by NEWREZ LLC, operating as Shellpoint Mortgage Servicing, is currently in violation of City Code 42-66 due to the accumulation of debris, junk, vehicle parts, and appliances in the yard. Over the past two years, the structure has been occupied by squatters, creating ongoing challenges with code enforcement and addressing the accumulation of trash and debris. The mortgage company obtained an eviction order, and on September 13, 2024, the sheriff successfully removed the squatters from the premises. During discussions with the mortgage company's attorney, the City was informed that the squatters were given a 30-day period to retrieve their personal property. On October 13, 2024, the City reached out to the mortgage company again to address the outstanding code violations or to proceed with removing the structure, which has been deemed uninhabitable.

Due to returned mail, the City's only point of contact has been through a local realtor. On October 14, 2024, with the realtor's assistance, the City successfully contacted the mortgage servicer. The servicer indicated their intention to clean up

Minutes of the City Commission's January 23, 2025 Meeting

the yard, remove all debris, and list the property for sale through the realtor. They were made aware of the City's intention to continue moving forward with condemnation if the violations were not resolved.

The City was later notified on December 10, 2024, that the exterior of the property had been cleaned and the first floor of the structure was secured and boarded up.

The City was contacted on January 14, 2025, by a local realtor that the house was under contract and would be sold before the January 23, 2025, meeting. City Staff has made contact with Golam Rasul, the new owner of 713 Washington.

Staff is recommending adjourning the hearing until June 26, 2025 at 5:30 PM.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adjourned the Public Hearing until June 26, 2025, at 5:30 PM.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

V. ITEMS FOR COMMISSION ACTION

- A. Consider approving a 20-minute parking stall and implementing a consistent plan for downtown parking.

Liz Hagar has requested a 30-minute timed parking space on the north side of the 100 block of East Main Street. City staff reviewed this request in collaboration with the Collaborative Planning Group. The Collaborative Planning Group emphasized the importance of establishing a consistent parking plan throughout the downtown area. This plan includes designated timed parking spaces and ADA-compliant stalls to serve existing downtown apartments and future upper-story residential developments. A uniform approach ensures fairness for business owners and residents while meeting the evolving needs of the downtown community. Additionally, the Collaborative Planning Group has launched a marketing campaign to raise awareness among visitors, business owners, and employees about the variety of parking options available downtown, including City-managed parking lots. As downtown activity and growth continue, the City remains committed to planning and implementing improvements to parking facilities, such as the 8th and Chestnut and 100 South Penn parking lots, to bring them up to current codes and enhance accessibility for businesses and the public.

City Staff Recommendations:

Minutes of the City Commission's January 23, 2025 Meeting

- Designate a 20-minute parking stall on the north side of the east half of the 100 block of East Main Street.
- Update existing 15-minute parking stalls to ensure consistency throughout downtown (shown in red on the attached Downtown Public Park Map).

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission approved (1) 20-minute parking stall on the north side of the east half of the 100 block of East Main Street, and update existing 15-minute parking stalls to 20-minute parking stalls to ensure consistency throughout downtown.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- B. Consider a request from Labette Health for expedited payment in regards to their Incentive Agreement.

In March 2021, the City of Independence entered into an inducement agreement with Labette Health for the expansion of the Independence Healthcare Center. As part of the agreement, the City would grant Labette Health a total of \$1,000,000 payable in ten (10) equal installments of \$100,000 over a ten (10) year period. In order to receive the funding each year, Labette Health must meet certain employment requirements, set forth in Section 2, for hiring and maintaining certain numbers of full-time equivalent (FTE) employees that live in Independence and work at the Independence Healthcare Center. In that same section, the agreement notes that "The parties realize and acknowledge that Labette Health may experience employment turnover for reasons unrelated to this agreement, and that a reasonable period of time shall be granted to Labette Health to hire replacement employees in order to maintain employment levels as set forth in this agreement". Per the agreement, residency was defined as employees who reside in an area served by the City's public utilities are considered residents of the City.

Year	New Hires During the Year	New Hires During the Year Who Reside Within City Limits	Cumulative New Employment Above Base Employment 12/31/2021
2022	4	4	4
2023	4	4	8
2024	3	3	11
2025	1	1	12
2026	1	1	13
Total	13	13	

In March 2023, the City and Labette Health amended the original agreement to expand the residency area and defined residency as employees who reside in the zip code 67301. All other requirements remained in effect.

Labette Health met the Year 1 requirements for four new hires who reside in the 67301 area code

Minutes of the City Commission's January 23, 2025 Meeting

and work at the Independence Healthcare Center, as indicated in the Y1 chart below.

Baseline	@12.31.21	TTL	67301	City Utility Service	Mont.Co
	Full Time	55	36	29	48
	Part Time	3	3	2	3
	PRN	21	10	6	18
	Total	79	49	37	69

Yr 1 IHC	@1.06.23	TTL	67301
	Full Time	63	40
	Part Time	6	3
	PRN	23	8
	Total	92	51

For Year 2 reporting, as indicated by the chart below, Labette Health submitted that they did not meet the employment requirements per the agreement. However, if looking at facility-wide employees that reside in 67301, they noted that they would have met the residency requirements, just not for employees that specifically work at the Independence locations.

Yr 2 All	@1.10.24	TTL	67301
Facility Wide	Full Time	68	48
	Part Time	5	2
	PRN	27	17
	Total	100	67

**Yr 2
IHC**

@1.10.24	TTL
Full Time	70
Part Time	5
PRN	27
Total	102

Meets

Meets

Meets

Labette Health met with the EDAB on March 5, 2024 to discuss changing to facility-wide reporting requirements, but the EDAB instead voted to extend the reporting period a year to allow for Labette to recapture the incentive in a later year. Effectively, the new chart is as follows:

Minutes of the City Commission's January 23, 2025 Meeting

Labette Incentive Agreement for Employees at Independence Healthcare Center			
Year	New Hire During the Year	New Hires During the Year Who Reside Within 67301	Cumulative New Employees Above Base Employment on 12/31/2021
2022	4	4	4
2023			
2024	4	4	8
2025	3	3	11
2026	1	1	12
2027	1	1	13
Total	13	13	

Based on the below charts for 2024 Reporting, Labette has met the requirements for the Year 2 incentive with 44 employees (8 over base year) at Independence Healthcare Center residing in the 67301 area code.

Yr 2 (2024) All Facility Wide	@1.2.25	TTL	67301	Yr 2 (2024) IHC	@1.2.25	TTL	67301
	Full Time	72	53		Full Time	72	44
	Part Time	6	4		Part Time	6	2
	PRN	27	19		PRN	27	14
	Total	105	76		Total	105	60

Per the agreement, payment is not due to Labette Health until March 1. Labette is requesting that the payment be made in January since all reporting requirements have been completed and returned to the City.

On January 7, 2025 the Economic Development Advisory Board recommended expediting the payment for Labette Health's Year 2 Incentive Agreement in the amount of \$100,000. A second amendment to the agreement has been prepared reflecting the payments will be spread over an eleven year period, rather than a ten year period and modifying the date of September 30, 2024 to December 31, 2024.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission recommended expediting the payment for Labette Health's Year 2 Incentive agreement in the amount of \$100,000, and authorize the Mayor to sign the second amendment to the incentive grant agreement for Labette Health Independence Healthcare Center.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

C. Consider request to purchase a 2009 KME International 6x6 Tanker.

Recommendation for Purchase of Pumper/Tanker and Equipment

Independence Fire-EMS is recommending the purchase of a 2009 KME International Pumper/Tanker equipped with a 3,000-gallon tank and a 1,000-gallon-per-minute pump from Brindlee Mountain Fire Apparatus, located in Union Grove, Alabama. This purchase is contingent upon the vehicle passing an on-site safety and operational inspection conducted by Independence Fire-EMS staff.

The proposed purchase price is \$160,000, with \$10,000 of the purchase price allocated for any necessary repairs identified during the inspection, to be performed by Brindlee Mountain Fire Apparatus Service Center.

Additional equipment is needed to outfit the apparatus with tools, radios, and hoses, ensuring the vehicle is fully operational and meets the department's needs.

Below is a detailed breakdown of the equipment and associated costs:

- Vinyl Wrapping: Up to \$10,000
- 10 Sections of 100' 5" LDH Fire Hose with Storz Couplings: \$8,613.56
- 10 Sections of 50' 1.75" Fire Hose: \$2,648.70
- Vent Saw: \$2,824.25
- Radio Installation: \$400.00
- 6' New York Hook: \$154.59
- 4' D-Handle Pike Pole: \$79.59
- 4' D-Handle Sheet Rock Hook: \$181.59
- 6" Intake Valve: \$2,027.25
- Smooth Bore Nozzles for Crosslays (2 @ \$509.60): \$1,019.20
- Akron 2.5 Nozzle: \$899.95
- LED Scene Lights (4 @ \$169.99): \$679.98
- LED Beacon Lights (2 @ \$99.99): \$199.98
- 2 Used SCBA Packs with Bottles: \$8,174.12
- SCBA Brackets for Compartments (2 @ \$102.97): \$205.94
- 5" to 5" Storz Hydrant Connection: \$335.59
- 5" to 4" Storz Hydrant Connection: \$315.59
- 5" to 2.5" Storz Hydrant Connection: \$255.59
- Hydrant Wrench: \$87.59

Minutes of the City Commission's January 23, 2025 Meeting

- Steamer Cap: \$154.95

Total Cost for Equipment: \$29,258.01

- Propose: Vinyl Wrapping: \$10,000 (this will address some minor body issues and paint due to age and usage of the vehicle)

Total Purchase Price with Equipment: \$199,258.01

This proposed purchase and outfitting will ensure the new apparatus meets the operational requirements of Independence Fire-EMS.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission approved the purchase of a 2009 KME Tanker from Brindlee Mountain Fire Apparatus for \$160,000.00, along with additional equipment totaling \$39,258.01.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- D. Consider proclaiming February 9, 2025 as "Dorothy Burt Day" in honor of her 100th Birthday.

Dorothy Burt, a long-standing and cherished member of the Independence community, will celebrate her 100th birthday on Sunday, February 9, 2025. Dorothy has been a resident of Independence since 1962 when she and her late husband, Donald G. Burt, moved here from New Jersey. Donald Burt served as the Presbyterian minister for many years, and their family has made significant contributions to the City.

A request for an official City recognition was received from Liz Moore on January 22, 2025. Although this request was received beyond the agenda deadline, postponing the item until the next regular agenda would place it after her birthday celebration. A community reception will be held at the Presbyterian Church on February 9, 2025, to honor her milestone birthday.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission approved the proclamation honoring Dorothy Burt and authorized the Mayor to sign.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

VI. REPORTS

Minutes of the City Commission's January 23, 2025 Meeting

A. Independence Land Bank Year End Report

Director Nutt presented the report.

B. Monthly Projects and Public Works Report

Engineer Garris presented the report.

C. Appropriations

D. City Board Minutes

- 1. November 12, 2024 Planning and Zoning Commission/Board of Zoning Appeals Minutes.**
- 2. December 3, 2024 Planning and Zoning Commission/Board of Zoning Appeals Minutes.**
- 3. December 11, 2024 Independence Historic Preservation Resource Commission Minutes**
- 4. January 15, 2025 Independence Recreation Commission Minutes.**
- 5. December 5, 2024 Independence Land Bank Minutes.**
- 6. December 17, 2024 Independence Housing Authority Minutes.**
- 7. December 26, 2024 Independence Housing Authority Minutes.**

VII. CITY MANAGER'S COMMENTS

Fire Chief Cook announced the arrival of a new ambulance, Assistant City Manager Cowan gave an update on housing, City Manager Passauer announced some updates of events coming up, Chamber Banquet January 28th @5:30, First Friday on February 7th and the next commission meetings will be on February 13th, February 19th and February 27th

Minutes of the City Commission's January 23, 2025 Meeting

VIII. COMMISSIONERS' COMMENTS

None.

IX. PUBLIC CONCERNS

None.

X. EXECUTIVE SESSION

- A. Consultation with an attorney on matters that would be deemed privileged in an attorney-client relationship.

Motion:

On the motion of Scott Smith, seconded by Dean Hayse, the Commission recessed for an executive session for consultation with an attorney representing the City regarding a legal issue pursuant to the attorney/client privilege exception found at KSA 75-4319(b)(2). The open meeting will resume at 6:21p.m. in the Commission Room of City Hall.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

The open meeting resumed at 6:21 p.m. with no action taken.

- B. Personnel matters of non-elected personnel.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission recessed for an executive session for discussion of an employee performance pursuant to the non-elected personnel exception, KSA 75-4319(b)(1). The open meeting will resume at 6:28 p.m.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

The meeting resumed at 6:28 p.m. with no action taken.

XI. ADJOURNMENT

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adjourned

Minutes of the City Commission's January 23, 2025 Meeting

the meeting.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

W. Scott Smith, Mayor

Dean A. Hayse, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 13, 2025**

Department Park, Zoo & Cemetery

Director Approval Scott Patton

AGENDA ITEM Consider authorizing street closures for the annual Run4Fun 5K in Riverside Park on May 3, 2025.

SUMMARY RECOMMENDATION I recommend that the Commission approve the request for street closures during the Run4Fun 5K.

BACKGROUND The Run4Fun 5K is an annual event that takes place in Riverside Park. Run4Fun is a non-profit organization whose goal is to promote a healthy lifestyle. The event is specifically intended for children ages K-6th. This will be the second year of the event, which was well attended last year. The event requires that streets along the race route be closed to traffic from 7:30 a.m. to 11:30 a.m. The date of the event is May 3, 2025.

FINANCIAL INFORMATION The only financial impact on the City will be the labor required of park employees to set out barricades and trash receptacles. This will take two staff members approximately one hour to complete.

SUGGESTED MOTION I move to authorize the request for street closures in Riverside Park on May 3, 2025 from 7:30 a.m. to 11:30 a.m. for the annual Run4Fun 5K.

SUPPORTING DOCUMENTS

1. Run4Fun 2025 Park Application - Redacted

City of Independence
Park Activity Application

Event Date: 5/3/25 Time: Start 8 am Ending 11:00 am

Size of Group 50-100

Type of Event: Concert: _____ Display: _____ Exhibit: _____ Other: 5K / Fun Run

Individual/Business/ Organization: Run4Fun Club

Individual/Business Address: [REDACTED]

Non-Profit Organization ☒ Yes ☐ No If yes - provide documentation.

Community Foundation for Independence

If this activity is for profit and/or limiting or restricting free public access to the event, then said individual, business and/or organization will be required to obtain a "Park Event Permit" Contact the City Clerk Office at City Hall 811 W. Laurel Street, Independence, KS 67301 620-332-2500 for the proper form.

If not for profit complete the following:

Contact Person: Tammy Roth Phone Number: [REDACTED]

Are you renting a building? NO

Please describe your event: 5K / Fun Run for families of Run Club
and community

Area of the park you are planning on using: Old Neewollah Race Map

Services Needed: Barricades ☒ Yes ☐ No If yes, provide a map for placement.

Barricades must be maned during the event. During breaks of event participates those that are renting facilities must be given access. Barricades must be removed 15 minutes past the end of the event.

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

Time of street closing: From: _____ To: _____

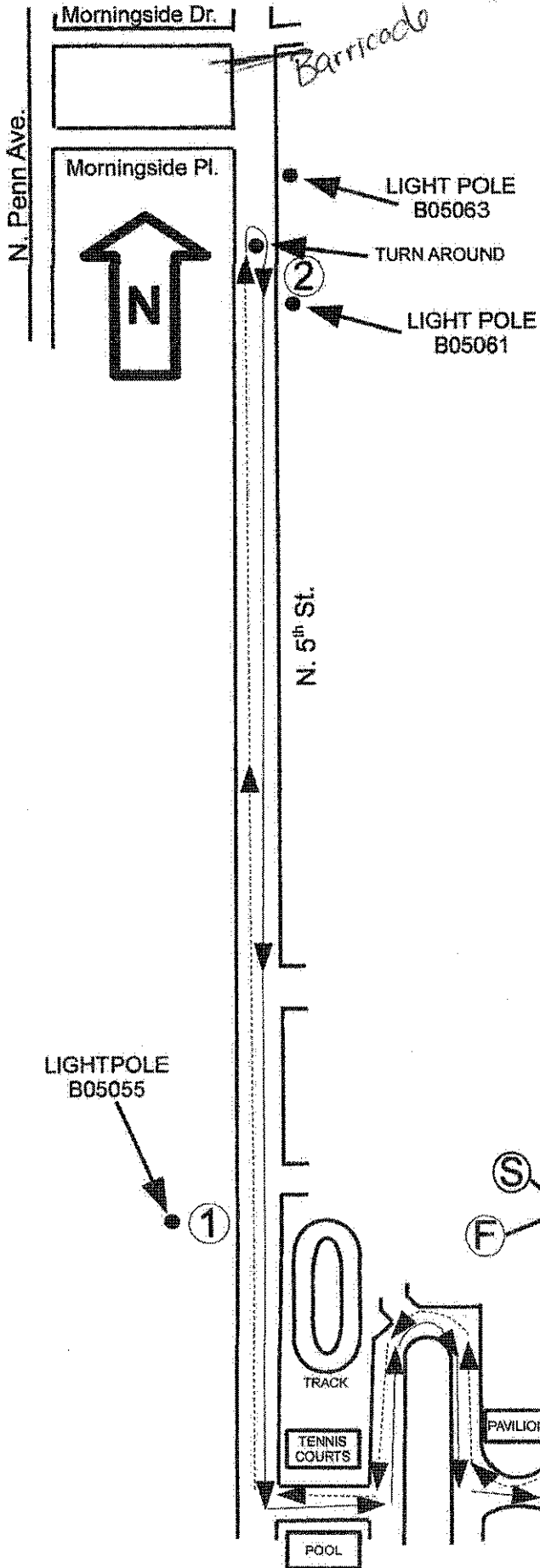
Times must be approved by park staff.

Electricity ☐ Yes ☒ No If so provide the location. _____

8:00 - 11:00

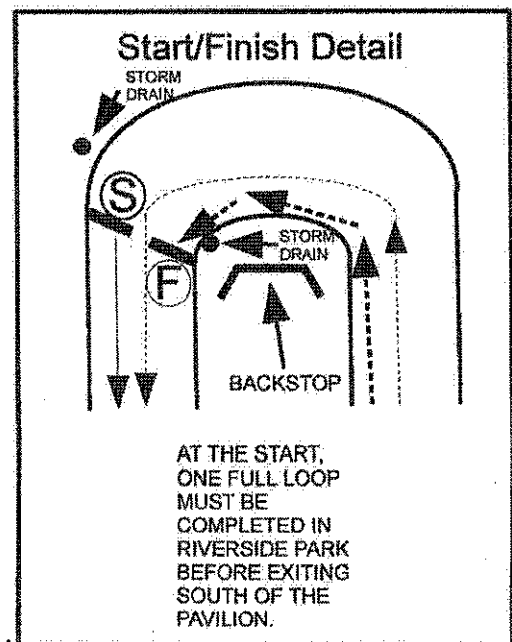
Sat in 4h
Park

Neewollah 5k Independence, KS



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

- Start:** West of backstop, 27'9" SW of storm grate on North side of road and 28" SW of storm grate on south side of road.
- Mile 1:** Even with light pole #B05055 on west side of street.
- Turnaround:** 86'6" South of light pole #B05063 on East side of street to the south of Morningside Pl.
- Mile 2:** 99'3" North of light pole #B05061 on East side of street.
- Mile 3:** Even with 1st utility pole to the North of Wells Dr. on the east side of the road.
- Finish:** West of backstop, 27'9" SW of storm grate on North side of road and 28" SW of storm grate on south side of road.



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

MAY 19 2016

COMMUNITY FOUNDATION FOR
INDEPENDENCE
C/O JASON RUTLEDGE
PO BOX 1003 315 W SYCAMORE
INDEPENDENCE, KS 67301

Employer Identification Number:
20-5218378

DLN:

17053091313006

Contact Person:

DIANE M GENTRY

ID# 31361

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

May 15, 2015

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt

Letter 947



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 13, 2025

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider authorizing an agreement with Government Frameworks.

SUMMARY RECOMMENDATION City Staff recommends approval of the agreement.

BACKGROUND The City of Independence utilizes Laserfiche for content management across all legal documents, human resources, and workflow processes within the Code Enforcement, Building Department, Police Department, and Riverside Park. Previously, Laserfiche management was provided by Galaxie; however, due to staffing changes, these accounts have now transitioned to Government Frameworks, a nationally and globally recognized company specializing in Laserfiche products and services.

The proposed agreement facilitates the City's complete migration to the cloud, ensuring secure storage, access, and streamlined document management for all employees. All active and developing workflows will be migrated to the cloud and go through the Government Frameworks development process. This transition will enhance workflow efficiency, optimize functionality, integrate City branding, and ensure a professional output for all documentation.

By adopting the Government Frameworks process, the City will gain access to **24/7 customer support** for workflows, eliminating reliance on a single individual for system updates or repairs. Additionally, the agreement encompasses our current workflow processes, with flexibility to add a limited number of new workflows without necessitating a tier upgrade.

This agreement is a strategic step toward modernizing the City's document management system, our historic records management increasing operational efficiency, and ensuring long-term support and security. Government Frameworks provided the City with three options:

1. Proceed without an agreement and consolidate the two existing cloud accounts, migrating all workflows into a single cloud account – **\$53,755.63**.
2. Enter into an agreement for the management of our LF account and workflows, including migration to the new cloud account, updates to current standards through their development process, and 24/7 support and assistance. The cost for 2025 is **\$23,665.00**.
3. Merge the two cloud accounts into a single account and set up all users – **\$10,000.00**.

City staff recommends proceeding with **options #2 and #3**, for a total cost of **\$33,665.00 for 2025**.

FINANCIAL INFORMATION The cost is covered under our subscription budget for software utilized by the City for \$33,665.00.

SUGGESTED MOTION I move to approve the agreement with Government Frameworks.

SUPPORTING DOCUMENTS

1. 2025.01.31 - Proposal - City of Independence_encrypted_



Government
Frameworks.com

BUSINESS PROPOSAL

31 January 2025

Laserfiche Cloud to Cloud Migration

January 31, 2025

City of Independence
120 N 6th Street,
Independence, KS. 67301

Attention: David Cowan, Assistant City Manager

RE: Laserfiche Cloud to Cloud Migration

Thank you for taking the time on 30th January 2025, to review our Forms Automation, Records Management & Executive Reporting powered by the Local Government Framework®. We are Global specialists in strategy execution, process mapping, workflow automation, and records management, revolutionizing the way Local Governments plan, report, and manage information.

Based on our understanding, you require assistance to consolidate your two Laserfiche Cloud Databases into one. This includes moving data, workflows, processes, security configuration and users accounts.

We have provided a detailed breakdown of the work required in the following proposal.

If you have any further questions or concerns about the information provided, please feel free to contact me directly on the details below.

Thank you for your time and consideration.

Sincerely,

Philip Hicks
 Founder and CEO
GovernmentFrameworks.com

Office: +1 877 870 0150 ext. 100
Mobile: +1 780 218 8400
Email: Philip@gfwcorp.com
Website: governmentframeworks.com

1. Proposal

Governmentframeworks.com, propose to deliver this project utilizing our FARMER solution. This approach reduces your risk of variable costs where there are custom workflows and business processes built in Laserfiche Cloud.

We will take your existing workflows and convert them through our FARMER solution. This methodology has fixed known prices, with a predictable scalable structure to allow for easier budgeting and peace of mind when expanding the use of Laserfiche cloud.

As part of FARMER you will also get the benefit of the following tools:

FARMER Solution (Forms, Automation, Records Management, and Executive Reporting): Our FARMER solution will eliminate the need for in-house workflow development for forms and records management. This will enable seamless processes, efficient data management, and a smooth transition for retiring staff, ensuring the preservation and transfer of critical corporate knowledge.

ProcessPro: We understand the value of preserving key corporate knowledge. ProcessPro will capture and safeguard essential processes, facilitating knowledge transfer and ensuring a seamless transition during personnel changes. A license is included to provide a process map for each workflow.

Cascade Strategy: To optimize reporting for City of Independence Cascade Strategy will harness data from the FARMER solution and provide comprehensive dashboard reporting. This empowers council members with real-time insights, supporting informed decision-making and overall performance enhancement. A 1 user license is included to report on the monthly submissions of workflows.

2. The Total Investment

We are pleased to present our proposal to City of Independence, our approach is broken down into one-time services and a subscription model to support your Laserfiche workflows and business processes.

i. Services Scope

Laserfiche Cloud-to-Cloud Migration	Qty	Hours (estimate)	Total
Business Processes (50): Manual export/import, testing, and validation.	50	2	100
User profiles, security, groups, confirm and validation that security is setup	1	8	8
Workflow Migration : Export/import of ~30 workflows, setup dependencies, and testing.	30	2.5	75
Repository Data Migration			
Identify and quarantine data to be migrated ~70GB of data across departments.	1	4	4
Export/import using briefcases and group setup for ~55 repository groups.	55	0.25	14
Business Process Projects and Teams			
5 projects and 8 teams manually exported/imported and validated.	5	1	5
Data Management			
15 lookup tables and 29 data queries exported, imported, and validated.	15	1.5	23
Integrations: 1 remote agent and SQL data source.	1	4	4
Business Process Settings: 1 work schedule and 7 email display names.	1	2	2
Repository Template/Metadata Migration:			
6 templates expected to transfer with briefcase data.	6	0.5	3
User Training and Support			
Training: 8–12 hours to familiarize users with the new system.	1	12	12
Support: 30 hours for approximately 30 active users.	30	1	30
Estimated Total Time			279
Project Management 10%			28
Total Estimated Hours			307
Rate per hour (USD)			\$ 175.00
Total Estimate			<u>\$ 53,755.63</u>
<u>To replace the variable cost of this project</u>			
FARMER 40 (annual)			<u>\$23,665</u>
One-time Services for data migration			<u>\$10,000</u>

A more detailed breakdown of the implementation process and milestones can be found in **Schedule 1**

ii. Annual Software Subscription

The table below outlines the ongoing software subscription products and services provided.

Item	Qty
FARMER 40 forms / workflows (see Schedule 4)	1

iii. Annual Software Subscription / Fees

Payment	Price
Annual	\$23,665
One time	\$10,000
Total Year 1	\$33,665

3. Standard Terms and Conditions

a) GST

Please note all amounts quoted do not include GST.

b) Software Terms

This quotation is delivered in accordance with Cascade Terms and Conditions ([T&Cs](#)) and Laserfiche Terms and Conditions ([T&Cs](#)), and ProcessPro Terms and Conditions ([T&Cs](#)).

Upon acceptance of this quotation, this does not supersede the T&Cs outlined in this agreement.

c) Support Terms

Software technical support is provided directly by GovernmentFrameworks.com.

Support requests are initiated by email at support@gfwcorp.com.

d) Payment

The full payment for the quoted amount must be remitted within 10 business days following the execution of this quotation. Alternatively, if an Installment Payment Plan is applicable, it must be formalized and executed within the same 10-business-day period.. All pricing is listed in USD, and any annual fee increases will be limited to a maximum of 5% per year.

e) Out of Scope Fees

Fees for consulting services that are not included in this quotation are due 7 Days from invoice date.

Consulting Rates as of 1st January 2024	
Consulting – Ad hoc	This will be scoped and quoted outside of the agreement.
Consulting – Project based	Fixed price arrangement

Examples of scope charges include but not limited to:

- I. Changes to functionality
- II. Changes to required modules
- III. Change to Key stakeholders
- IV. Rework or reconfiguration due to inaccurate information being provided by the client
- V. Delay in delivery of key information from the client
- VI. Additional training

f) Project Changes and Cancellation

GovernmentFrameworks.com reserves the right to review and renegotiate the estimated costs and/or development times given in this proposal before, during, or upon completion of the project.

The following rates apply to project changes:	
Online sessions – changes/cancellation with less than 48 hours' notice	\$250 per session
Project Management Meetings exceeding 30 days after signed scope documents will be considered out of scope unless otherwise specified.	\$250 per session
Onsite work – changes/cancellations with less than 20 business days' notice	\$4,000 per day
Process documentation submitted after agreed project deadline	\$500 per document
The forms and workflows (FARMER) are the intellectual property of GovernmentFrameworks.com inc. Should you choose to end this contract you will be able to purchase them on request.	Request pricing

If the project is indeed canceled by the client, then all fees owing for the length of the contract are payable in full.

g) Travel

All reasonable costs of travel and accommodation are expected to be met by the client during the implementation of this project. Travel is charged at \$225/hour for all work completed onsite.

h) Quality

All work is carried out in conformance with GovernmentFrameworks.com [Quality Policy Statement](#).

Order Form

To: GovernmentFrameworks.com

From: City of Independence

Attention: Philip Hicks, Founder and CEO

Re: Laserfiche Cloud to Cloud Migration

We would like to proceed with the following 5-year contract term with annual fees payable each year on the anniversary of the signed quotation as shown in **Section 2**. This agreement will automatically renew the contract term unless either party gives written notice of termination at least 90 days prior to the end of the current term. As an authorized representative of City of Independence, I would like to authorize the purchase of items listed in **Section 2**.

Payment	Price
Year 1 Payment	\$33.665

This offer is valid for 30 days from 31 January 2025.

I have read and agreed with the terms and conditions as outlined in **Section 3**.

Your Order Reference/PO No:	
Signed:	
Name:	David Cowan, Assistant City Manager
Date:	

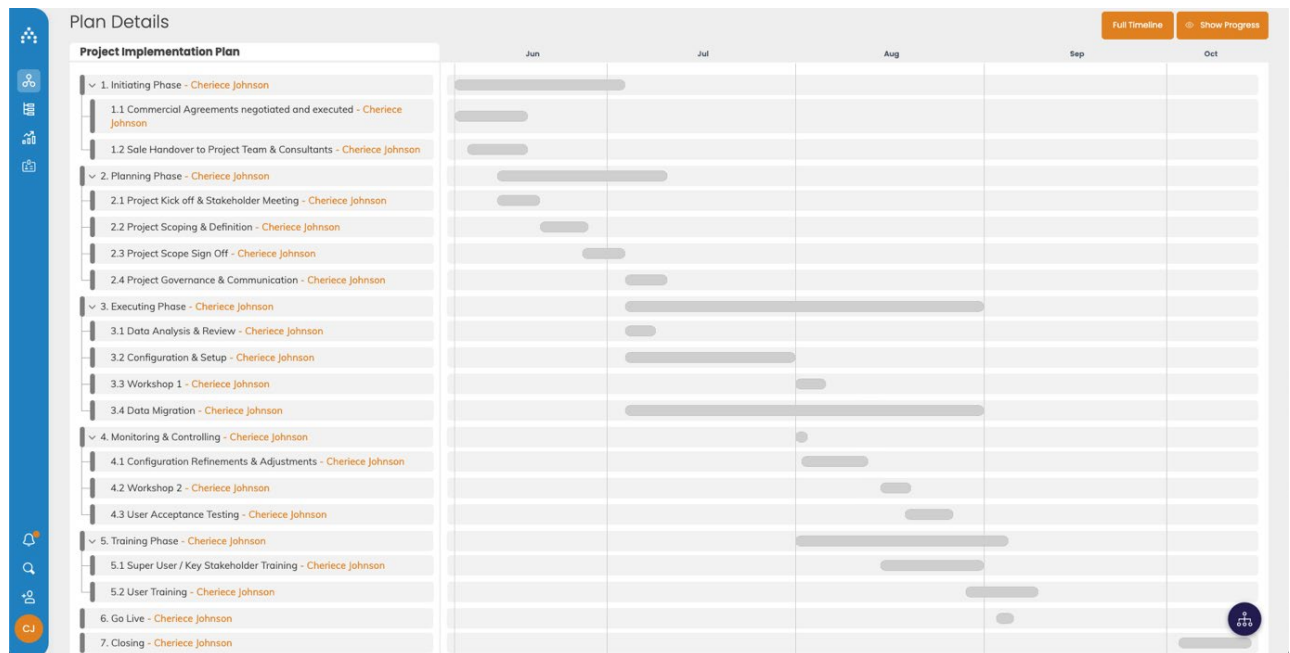
This document is intended for digital signature

Schedule 1

Implementation Schedule

The implementation phase of any new project is one of the most important parts in user adoption and in maximizing the value extracted from the software itself. As such GovernmentFrameworks.com has refined this process to empower your users to feel a sense of ownership while teaching them industry best practices to ensure high quality outcomes.

Here is a high-level Gantt Chart of the standard phases of our implementation process.



Below is a more detailed explanation and breakdown of implementation process and milestones.

i. Key Project Phases & Stages

i. Initiating Phase

Commercial Agreements negotiated and executed

This milestone initiates the engagement between City of Independence and GovernmentFrameworks.com into formal, Legal agreements between the parties outlining the Terms and Conditions of engagement.

Sale Handover to Project Team and Consultants

This is a Government Frameworks internal process where knowledge transfer is passed from the Sales Team to the Project Implementation team. This will create the foundation the Project manager will use to commence engagement with City of Independence.



ii.Planning Phase

Project Kick off & Stakeholder Meeting

This meeting is the Project Teams first official meeting between Government Frameworks (GFW) and City of Independence. During this session we will make introductions to all project team members, document key stakeholders, team member blackouts, define the project goals and measures of success, project process, project tools, communication mechanisms, and outline and define key milestones. We will also agree on a date that all relevant documents be provided to GFW.

Data Analysis & Review

Once the City of Independence team have supplied all agreed documentation, GFW will take this documentation and complete an analysis and present our findings and recommendations.

Project Scoping & Definition

This session allows both the GFW and City of Independence teams to clearly define City of Independence business needs, the business process, functional requirements, identify business benefits and the return on investment. This stage also clearly defines what the project team deems out of scope.

Project Scope Sign Off

The information captured in the Project Scoping and Definition session is then presented to City of Independence for review to ensure that all requirements have been documented. An authorized representative from City of Independence will sign this off to confirm the scope of the project.

iii.Execution

Configuration & Setup

The GFW team then commence the configuration, create the plans and customized goal templates, data import/entry and setup of the systems.

Module Delivery

This allows GFW to demonstrate the configuration/setup and review the data in the system as defined in the Scope Document. During this session the City of Independence team is encouraged to provide feedback on each of the areas to ensure requirements are met and identify any opportunities for improvement. If these opportunities were not outlined in the scope, a change request will be created to ensure all parties understand the requirements and the effects, if any, on the project.



iv. Monitoring & Controlling

Configuration Refinements & Adjustments

This section of the project allows GFW to implement the feedback provided in the module delivery sessions.

User Acceptance Testing

During the period City of Independence Super Users will go through what has been setup to ensure that the system is ready for use for the rest of the City of Independence team. GFW will be available to assist and provide some guidance to the City of Independence team during this process. Once the Super Users are satisfied that the system meets the Project Scope, they will sign off to confirm - the next stage will then begin.

v. Training Phase

Super User / Key Stakeholder Training

Now that the system is configured to meet City of Independence needs, the GFW will train your Super Users on how to navigate, process and administer the software and tools provided. During this session, the City of Independence Super Users will become comfortable enough in using the systems to enable them to go through the system for User Acceptance Testing.

User Training

The GFW team will design a bespoke training program that meets the needs for City of Independence GFW will then deliver that program to the City of Independence's nominated users or user groups.

vi. Go Live

This is the day all team members have been working towards. The official launch day to production.

vii. Closing

This stage is the formal recognition of completion of the Project Phase of our Customer engagement with City of Independence. This serves as formal review point ensuring that all activities across the project have been completed to City of Independence's satisfaction. This also allows City of Independence to provide GFW with valuable feedback on their customer experience and enable the teams to reflect on the lessons learnt.

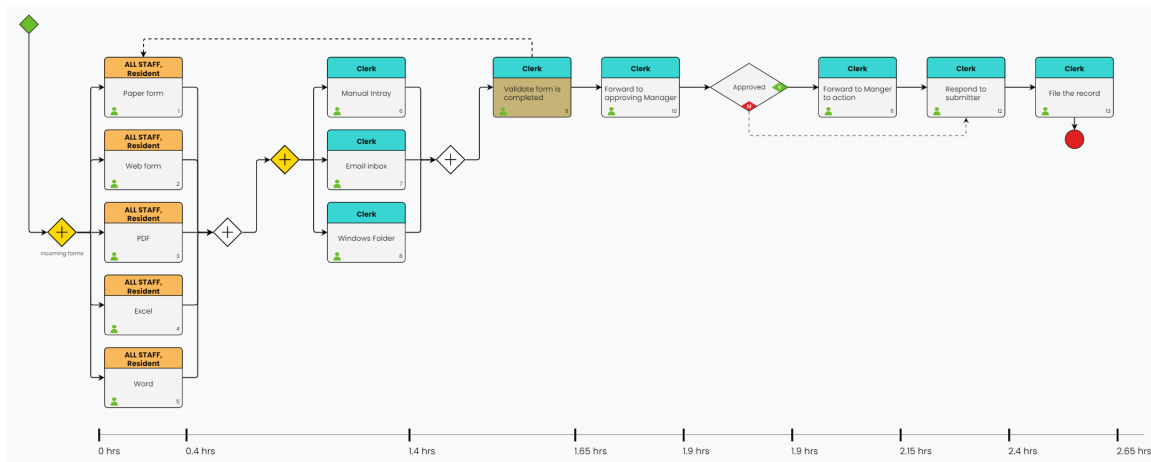
viii. On-going Support, Training & Development

This may be one of the most important, and often neglected, components of any project. What happens when the project is implemented? The GFW team will continue to actively engage with your nominated team members through our Training & Development program. This program is designed to empower your team to take ownership of the system and guide them as they grow in system maturity and knowledge. This key component ensures the ongoing success of the project and embeds it into the DNA of City of Independence.

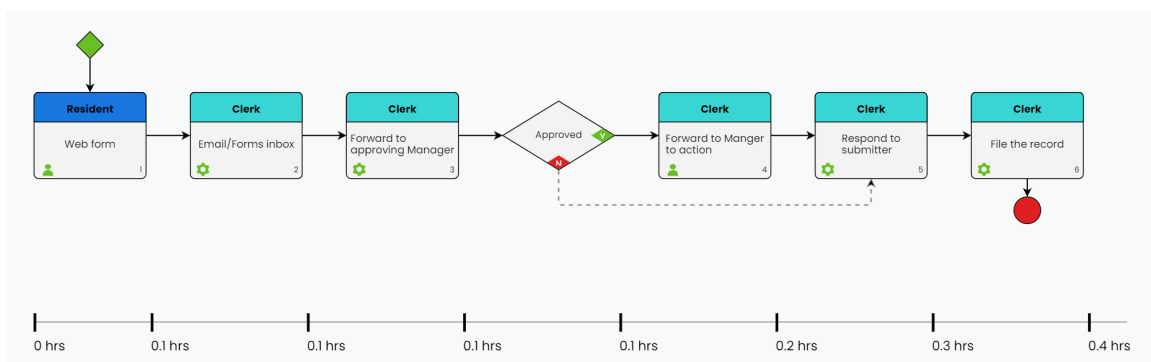
Schedule 4

Use case scenario 1 – Public Forms & Business Process(es)

1. Your existing website has many PDF/word forms that residents need to download, fill out and print/scan/email back to the municipality.
 - a. This is time consuming, very manual and prone to errors.
 - b. On average to complete this process take about 2.5 hours per form submission in administrative time
 - c. With 50 forms, submitted 5 times per month = 6000 hours of administrative time



2. GFW will convert these into a digital forms, that can be submitted and attached to a business process workflow:

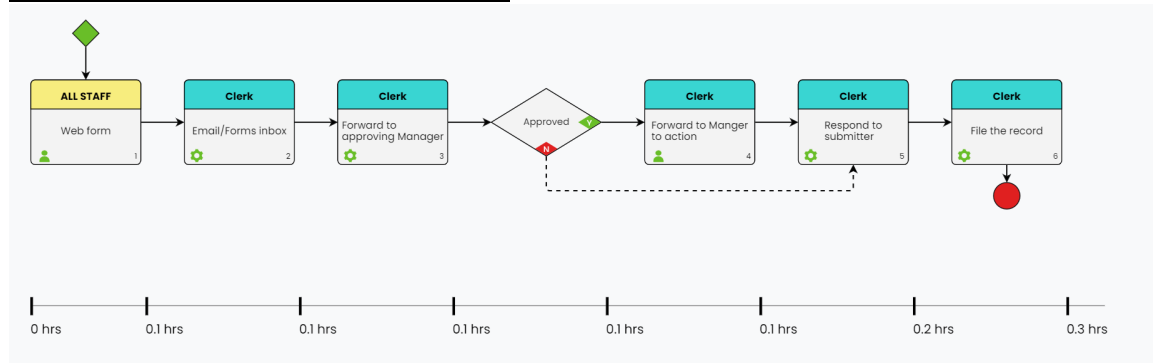


3. The workflow will:
 - a. Save the completed submitted form.
 - b. Send the completed form to the responsible staff member for review.
 - c. Allow that staff member to approve/reject/forward the form
 - i. If they forget, it will remind them in x number of days (we set this up as a default number of days to remind staff on a per form process)
 - ii. If they still don't action it, it will escalate to a manager via an email notification.
 - d. If approved/rejected/forwarded it automatically notifies the submitter



- e. The next staff member can complete the action associated with the form, like they would as part of their normal job.
 - i. If they forget, it will remind them in x number of days
 - ii. If they still don't action it, it will escalate to a manager via an email notification.
- f. Once the process is complete the submitter is emailed
- g. You receive a copy of the records in PDF for you to file away or a CSV export for you to import to another system if required
 - i. If you have a GFW's records management software, it will
 - ii. Automatically file the records
 - iii. Apply the correct retention schedule.
- h. Example public facing forms

Use case scenario 2- Internal forms.



1. Your existing intranet has PDF/word forms that staff need to download, fill out and print/scan/email back to the municipality.
 - a. This is time consuming, very manual and prone to errors.
 - b. On average to complete this process take about 2.5 hours per form submissions in administrative time
 - c. With 50 forms, submitted 5 times per month = 6000 hours of administrative time
2. GFW will convert these into a digital form, which can be submitted and attached to a workflow:
3. The workflow will:
 - a. Provide staff with a secure email link to fill out forms from
 - b. Save the completed form.
 - c. Send it to the responsible staff member for review.
 - d. Allow that staff member to approve/reject/forward the form.
 - i. If they forget, it will remind them in x number of days.
 - ii. If they still don't action it, it will escalate to a manager via an email notification.
 - e. If approved/rejected/forwarded it automatically notifies the submitter
 - f. The next staff member can complete the action associated with the form
 - i. If they forget, it will remind them in x number of days.
 - ii. If they still don't action it, it will escalate to a manager via an email notification.
 - g. Once the process is complete the submitter is emailed
 - h. You receive a copy of the records in PDF for you to file away
 - i. If you have a GFW's records management software, it will
 1. Automatically file the records
 2. Apply the correct retention schedule.

Use case scenario 3 – Accounts Payable invoice approval.

1. You receive invoices via a centralised Accounts payable inbox.
 - a. This is time consuming, very manual to send the invoices to managers for approval to know that payment can be sent to the supplier.
 - b. With 500 invoices per month with 2 hours per invoice approval = 12000 hours of administrative time per year
2. GFW will setup a workflow to monitor that accounts payable inbox
3. The workflow will:
 - a. Notify accounts there is a new invoice.
 - b. Prompt finance to send it to a manager for approval.
 - c. The manager will get an email and a copy of the invoice to review.
 - d. Allow that staff member to approve/reject/forward the invoice.
 - i. If they forget, it will remind them in x number of days.
 - ii. If they still don't action it, it will escalate to a manager via an email notification.
 - e. If approved/rejected/forwarded it automatically notifies finance
 - f. It will then.....
 - g. You receive a copy of the records in PDF for you to file away.
 - i. If you have a GFW's records management software, it will.
 - ii. Automatically file the records
 - iii. Apply the correct retention schedule.

Out of scope:

1. If you want data to be stripped from a form and inserted into another database, this will be scoped and charged separately.
2. If you have the GFW records management software (Laserfiche) then each staff member can have their own dashboard to see all pending/approved forms that need actioning.



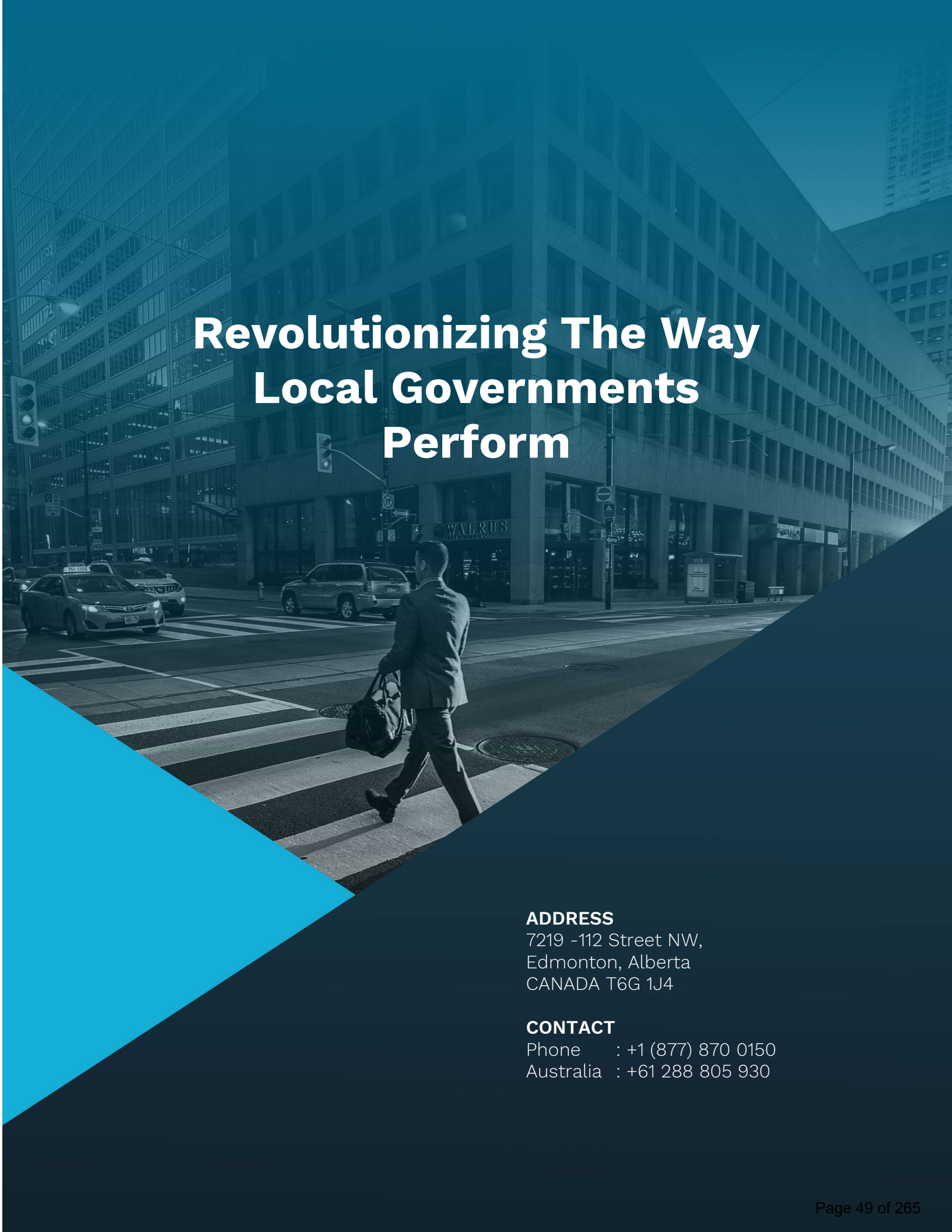
PAYMENT PLAN < 10,000 RESIDENTS

Plan Level	Forms & Processes Automation included	Process submissions incl per month	Avg price per submission	Price per month	Annual Price	Overage submissions per month
1	20	500	\$1.97	\$986	\$11,832	\$3.32
2	40	1000	\$1.97	\$1,972	\$23,665	\$3.0
3	60	2500	\$1.66	\$4,158	\$48,896	\$2.5
4	80	5000	\$1.43	\$7,128	\$85,536	\$2.0
5	100	10 000	\$1.19	\$11,880	\$142,560	\$1.5
6	200	20 000	\$0.95	\$19,008	\$228,096	\$1.0
7	300	30 000	\$0.80	\$21,384	\$256,608	\$0.8

→ One time set up fee of \$250 per form
→ Excess fees for forms and business processes that exceed your payment plan level will be billed monthly.

Add Ons

Add on	Description	Unit Price Per Form
1	FARMER Credit Card Processing Fee	\$500
2	Google Maps Fee	\$500
3	PowerBi Maps Fee	\$500

A blue-tinted photograph of a city street corner. A man in a suit is walking across a crosswalk in the foreground. In the background, there are several cars, including a taxi, and modern multi-story buildings. The text "Revolutionizing The Way Local Governments Perform" is overlaid in white.

Revolutionizing The Way Local Governments Perform

ADDRESS

7219 -112 Street NW,
Edmonton, Alberta
CANADA T6G 1J4

CONTACT

Phone : +1 (877) 870 0150
Australia : +61 288 805 930



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 13, 2025

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider authorizing a contract with Bartlett for accepting wastewater.

SUMMARY RECOMMENDATION Authorize contract.

BACKGROUND Bartlett – Montgomery County, LLC has started operation. Due to the performance of their water systems, they have requested the City to treat up to 50,000 gallons per day. A fee of \$10/thousand gallons of wastewater received has been set, and this is as compared to the fee for acceptance of outside sewer of \$6.31 /thousand gallons of water used. As much of the water used is not routed back to the City systems for treatment (i.e., lawn and plant watering) it is felt that the \$10/thousand gallons of wastewater received would provide a rate at near parity to the rate charged to customers outside of the city limits.

Additionally, since the City would have to provide personnel to staff and oversee transfer, an hourly rate of \$75/hour is set to oversee transfer operations. If systems can be worked out to minimize or eliminate the need for transfer oversight, these hours might decrease.

It is anticipated that this contract will be in use only for several months as improved performance of Bartlett's water systems is anticipated to eliminate their need for this service.

A month-to-month agreement at a lower acceptance rate (25,000 gallons per day) had been in place, but given the increase in quantities, it is felt that Commission approval is warranted.

No negative impacts to wastewater treatment operations have been noted.

FINANCIAL INFORMATION This contract will provide increased revenue to the City.

SUGGESTED MOTION I move to authorize the contract with Bartlett – Montgomery County, LLC. to accept wastewater.

SUPPORTING DOCUMENTS

1. 2025.1.31 Agreement with Bartlett (For Execution)

AGREEMENT

This Agreement is entered into by and between the **City of Independence, Kansas**, a municipal corporation, (hereafter City), and **Bartlett – Montgomery County, LLC**, a Delaware limited liability company, (hereafter Bartlett).

Whereas, the Bartlett soybean plant produces wastewater on a daily basis that must be disposed of in a manner consistent with existing laws and regulations.

And Whereas, City has the capability of disposing of some of Bartlett's wastewater.

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

1. **Acceptance of Wastewater:** City hereby agrees to accept up to 50,000 gallons of wastewater on a daily basis to be deposited in City's sanitary sewer system for treatment at City's wastewater treatment plant subject to the terms and conditions of this agreement. This daily quantity may be increased with mutual consent of the City and Bartlett.

2. **Deposit Location:** Bartlett shall be permitted to deposit wastewater at City's southeast lift station pursuant to the terms and conditions of this agreement. On each occasion when Bartlett deposits wastewater into City's sanitary sewer system, Bartlett shall notify City in advance so that City may have an employee on site at the time the wastewater is deposited.

3. **Documentation:** For each load deposited into City's sanitary sewer system, Bartlett shall document the load by date, time and quantity, and provide City an accurate copy of the same.

4. **Inspection:** Bartlett shall provide City with any and all documentation in its possession as to what the constituents are in the wastewater being deposited into City's sanitary sewer system. In addition, City reserves the right for targeted testing of the wastewater as it deems necessary.

5. **Compensation:** Bartlett shall compensate City for the services being rendered by City herein at a rate of \$10.00 per 1,000 gallons of wastewater deposited into City's sanitary sewer system plus \$75.00 per hour for having an employee attend the off loading of each deposit into City's sanitary sewer system. City shall invoice Bartlett periodically, and Bartlett shall promptly pay such invoices within 30 days of receipt thereof.

6. **Indemnification:** Bartlett shall indemnify City, its agents and employees, for any and all liability related to City's acceptance of wastewater from Bartlett's soybean processing plant.

7. **Termination:** Because City is regulated by State agencies as to the content of wastewater that can be treated at its wastewater treatment plant, City retains the right to terminate this agreement at any time should City determine in its sole discretion that wastewater being deposited into its sanitary sewer system is such that it does not meet the criteria for permitted treatment at City's wastewater treatment plant. In addition, either party may terminate this agreement upon 30 days' notice for any reason. Otherwise, this agreement shall continue on month-to-month basis until such time as terminated as provided herein.

The City of Independence, Kansas

Date:

By:_____
W. Scott Smith, Mayor

ATTEST:

David W. Schwenker, City Clerk

Bartlett- Montgomery County, LLC

Date:

By:_____
Name:
Title:



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 13, 2025**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider adopting a Resolution declaring the necessity of the multi-use path and authorizing a survey.

SUMMARY RECOMMENDATION Adopt resolution.

BACKGROUND The City has approved acceptance of the Transportation Alternatives project, which will build a new multi-use pathway with one segment along the southern part of west Main Street and the intersection of Main and Peter Pan. In order to complete the sidewalk, a closure of the western entrance of Waters Hardware building is required. To this end, discussions were held with representatives of the owner, and they declined to grant the necessary easement. Therefore, to complete the project, the City must exercise eminent domain to acquire the easements. This Resolution is the next step in that process.

FINANCIAL INFORMATION This item will be paid for out of budgeted street funds.

SUGGESTED MOTION I move to adopt Resolution 2025-010 declaring the necessity of the multi-use path and authorizing a survey.

SUPPORTING DOCUMENTS

1. Resolution 2025-010 - Multi-Use Path and Authorizing Survey
2. Gerken Holdings Description
3. Multi Use Path Plans, Sheet 1-24

RESOLUTION NO. 2025-010

A Resolution Declaring the Necessity or Multi-Use Path and Authorizing Survey

Be it resolved by the Governing Body of the City of Independence, Kansas:

Section 1. The City of Independence, Kansas is a municipal corporation and has the power of eminent domain pursuant to K.S.A. 26-201.

Section 2. The construction of a Multi-Use Path has been approved by the Governing body along West Main Street within the City of Independence. The Multi-Use Path will benefit the general health, safety and welfare of the general public.

Section 3. The property at 2801 W. Main has the following legal description:

Lots 1-6, The Meadows Subdivision to the City of Independence, a portion of the NE/4 NW/4 of Section 35, Township 32 South, Range 15 East, Montgomery County, Kansas

Section 4. It is necessary to acquire two temporary construction easements and a permanent right away on the above-described property in order to move forward with construction of the Multi-Use Path

Section 5. City staff is hereby authorized to acquire a survey from a licensed surveyor describing the land or interest to be condemned and to file the survey with the City Clerk forthwith.

Section 6. This Resolution shall take effect on its publication in the official City newspaper.

Adopted by the Governing Body of the City of Independence, Kansas, on the 13th day of February, 2025.

W.S. SMITH, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

---Space Above This Line of Recording Information---

Right of Way

COMES NOW, Gerken Holdings, LLC, hereafter GRANTOR, owner of the following described real estate:

A portion of The Meadow's Subdivision located in a portion of the Northwest Quarter (NW/4) of Section 35, Township 32 South, Range 15 East of the 6th Principal Meridian, Montgomery County, Kansas, as described by William A. Booe, PS 1046, on September 3, 2024, as follows: Commencing at the Northwest corner of Lot 6 of The Meadow's Subdivision; thence S 89°50'01" E, along the North line of Lot 6, a distance of 12.18 feet; thence S 01°43'26" E, along the North line of Lot 6, a distance of 15.00 feet; thence N 85°54'26" E, along the South right-of-way line of W. Main Street, a distance of 204.87 feet to the Point of Beginning; thence S 86°36'14" E, a distance of 58.66 feet; thence S 83°44'50" E, a distance of 236.55 feet; thence S 71°31'59" E, a distance of 55.79 feet; thence S 86°31'59" E, a distance of 10.04 feet to the East line of The Meadow's Subdivision; thence N 01°31'59" W, along said East line, a distance of 8.87 feet to the current South right-of-way line of West Main Street; thence following said South right-of-way line along non-tangent curve to the left, having a radius of 1851.82 feet, an arc length of 329.08 feet, a chord bearing of N 82°51'59" W and a chord distance of 328.64 feet; thence S 85°54'26" W, along said current South right-of-way line, a distance of 30.37 feet to the Point of Beginning. Contains 2112 square feet.

And for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, sell, assign and grant unto the City of Independence, Kansas, hereafter GRANTEE, its successors and assigns, a permanent easement over, under, in, along, across and upon the property as described in Exhibit "A", attached hereto and incorporated herein by reference, as well as a temporary construction easement on GRANTOR'S property, for the lawful construction, installation, driveway entrance and road improvements. In the event the surface of the easement area is disturbed by GRANTEE'S exercise of any of its easement rights, such area shall be restored to the condition in which it existed at the commencement of such activities. This agreement shall constitute a covenant running with the land and shall be binding on the heirs, successors and assigns of the parties hereto.

GRANTOR

Date

Gerken Holdings., LLC

STATE OF _____ }

) SS:

COUNTY OF _____ }

Be It Remembered that on this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Gerken Holdings, LLC**, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set mt hand and affixed my seal, the day and year last above written.

NOTARY PUBLIC

My commission expires:

EASEMENT DESCRIPTION

Easement Tract 9

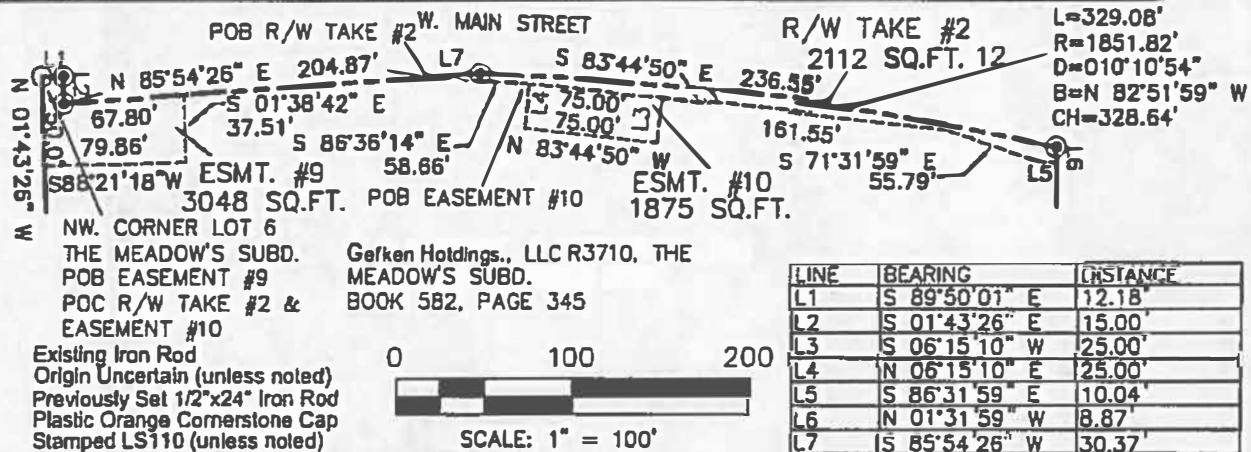
A portion of The Meadow's Subdivision located in a portion of the Northwest Quarter (NW/4) of Section 35, Township 32 South, Range 15 East of the 6th Principal Meridian, Montgomery County, Kansas, as described by William A. Booe, PS 1046, on September 3, 2024, as follows: Beginning at the Northwest corner of Lot 6 of The Meadow's Subdivision; thence S 89°50'01" E, along the North line of Lot 6, a distance of 12.18 feet; thence S 01°43'26" E, along the North line of Lot 6, a distance of 15.00 feet; thence N 85°54'26" E, along the South right-of-way line of W. Main Street, a distance of 67.80 feet; thence S 01°38'42" E, a distance of 37.51 feet; thence S 88°21'18" W, a distance of 79.86 feet to the West line of Lot 6; thence N 01°43'26" W, along said West line, a distance of 50.00 feet to the Point of Beginning. Contains 3048 square feet.

Easement Tract 10

A portion of The Meadow's Subdivision located in a portion of the Northwest Quarter (NW/4) of Section 35, Township 32 South, Range 15 East of the 6th Principal Meridian, Montgomery County, Kansas, as described by William A. Booe, PS 1046, on September 3, 2024, as follows: Commencing at the Northwest corner of Lot 6 of The Meadow's Subdivision; thence S 89°50'01" E, along the North line of Lot 6, a distance of 12.18 feet; thence S 01°43'26" E, along the North line of Lot 6, a distance of 15.00 feet; thence N 85°54'26" E, along the South right-of-way line of W. Main Street, a distance of 204.87 feet to the Point of Beginning; thence S 86°36'14" E, a distance of 58.66 feet to the Point of Beginning; thence S 83°44'50" E, a distance of 75.00 feet; thence S 06°15'10" W, a distance of 25.00 feet; thence N 83°44'50" W, a distance of 75.00 feet; thence N 06°15'10" E, a distance of 25.00 feet to the Point of Beginning. Contains 1875 square feet.

Permanent Right-of-Way Take #2

A portion of The Meadow's Subdivision located in a portion of the Northwest Quarter (NW/4) of Section 35, Township 32 South, Range 15 East of the 6th Principal Meridian, Montgomery County, Kansas, as described by William A. Booe, PS 1046, on September 3, 2024, as follows: Commencing at the Northwest corner of Lot 6 of The Meadow's Subdivision; thence S 89°50'01" E, along the North line of Lot 6, a distance of 12.18 feet; thence S 01°43'26" E, along the North line of Lot 6, a distance of 15.00 feet; thence N 85°54'26" E, along the South right-of-way line of W. Main Street, a distance of 204.87 feet to the Point of Beginning; thence S 86°36'14" E, a distance of 58.66 feet; thence S 83°44'50" E, a distance of 236.55 feet; thence S 71°31'59" E, a distance of 55.79 feet; thence S 86°31'59" E, a distance of 10.04 feet to the East line of The Meadow's Subdivision; thence N 01°31'59" W, along said East line, a distance of 8.87 feet to the current South right-of-way line of West Main Street; thence following said South right-of-way line along non-tangent curve to the left, having a radius of 1851.82 feet, an arc length of 329.08 feet, a chord bearing of N 82°51'59" W and a chord distance of 328.64 feet; thence S 85°54'26" W, along said current South right-of-way line, a distance of 30.37 feet to the Point of Beginning. Contains 2112 square feet.



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 on the ground field survey done by me or under my direct supervision on August, 2024 and that the information shown hereon is true and correct and meets or exceeds current Kansas Minimum Standards for Boundary Surveys.

William A. Booe, PS 1046
w.booe@cornerstone-rs.com

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.



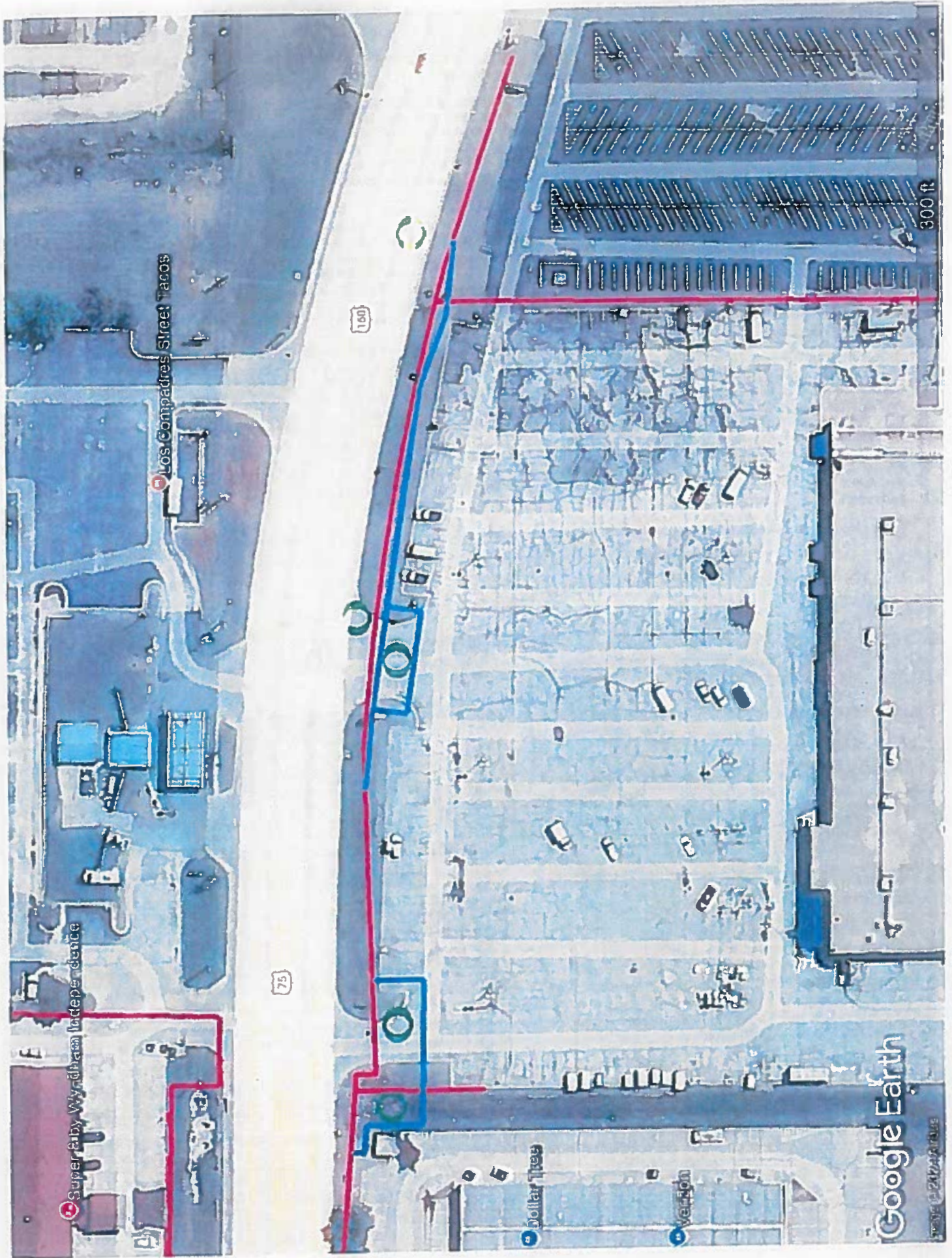
CORNERSTONE
Regional Surveying, LLC

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

DRAWN BY: N.B.
DATE: 9-4-2024
CHECKED BY: JAB
REVISION DATE: N/A
PREPARED FOR: TRANSYSTEMS

JOB NO. 1-2304137K
REF. JOB NO. N/A

EASEMENT SURVEY of part of the
NW/4 of SEC 35, TWP 32 S,
RNG 15 E of the 6th P.M.
MONTGOMERY COUNTY, KANSAS



Drawn By : Road
File : pw:\hqp\pwint01.a.e.transyscorp.com\transyscorp-pw\Documents\Projects_2022\UN112112220010\Road\Standard Sheets\C-0010-COVR_PSE1.dgn
Plotted : 6/18/2024

INDEX OF SHEETS

1	Title Sheet
2	General Notes
3	Alignment Data
4	Typical Sections
5 - 10	Plan Sheets Multi-Use Path US 160 / 75 (Main St.)
11 - 13	Plan Sheets Sidewalk Laurel Street
14 - 15	Plan Sheets Sidewalk Peter Pan Road
16 - 18	Right-of-Way and Easements
19 - 21	Pavement Details
22 - 25	Sidewalk, Ramps, Steps & Auxiliary Details
26 - 30	Storm Sewer Details
31 - 32	Summary of Quantities
33 - 43	Temporary Erosion Control & Seeding
44 - 53	Traffic Signal Sheets
54 - 56	Pavement Marking
60 - 70	Signing
71 - 80	Temporary Traffic Control
81 - 114	Cross Sections

DESIGN DESIGNATION

ADT	7430
ADT	9000
DHV (2022)	10.0%
D (2052)	60% / 40%
T	6%
V (US 160/75)	40 mph
V (Peter Pan Rd.)	35 mph
V (Laurel St.)	30 mph
C of A	None
LATERAL OFFSET	6' (from BOC)
V (Multi-Use Path)	18 mph

CONVENTIONAL SIGNS

COUNTY LINE	CENTER LINE OF PROJECT	50	1
CITY LIMITS	TERRACE		
STATE OR NATIONAL LINE	CULVERTS		
TOWNSHIP, SECTION or GRANT LINE	DROP INLET & STORM SEWER		
PROPERTY LINE	ACCESS CONTROL		
HIGHWAY FENCE	POWER POLE		
EXISTING FENCE	TELEPHONE POLE		
GUARDRAIL	MARSH		
CONSTRUCTION LIMITS	HEDGE		
RIGHT OF WAY LINE	TREES		
TRAVELED WAY	PROFILE ELEVATION		
RAILROADS	STREAM or CREEK		

GROSS LENGTH OF PROJECT	5135.15 FT
EXCEPTIONS	0.00 FT
NET LENGTH OF US 160 / 75 (Main St.) MULTI-USE PATH	3095.12 FT 0.586 MILES
NET LENGTH OF LAUREL ST SIDEWALK	1360.21 FT 0.258 MILES
NET LENGTH OF PETER PAN ROAD SIDEWALK	679.82 FT 0.129 MILES
NET LENGTH OF BRIDGES	0.00 FT 0.00 MILES
NET LENGTH OF SIDEWALK	5135.15 FT 0.973 MILES

PREPARED BY
TRANSYSTEMS
115 SOUTH 6TH STREET
INDEPENDENCE, KANSAS 67301
MAIN: 620-331-3999
FAX: 620-331-4082

RECOM. FOR APPROVAL-DATE

Kelly Passauer 6-18-2024

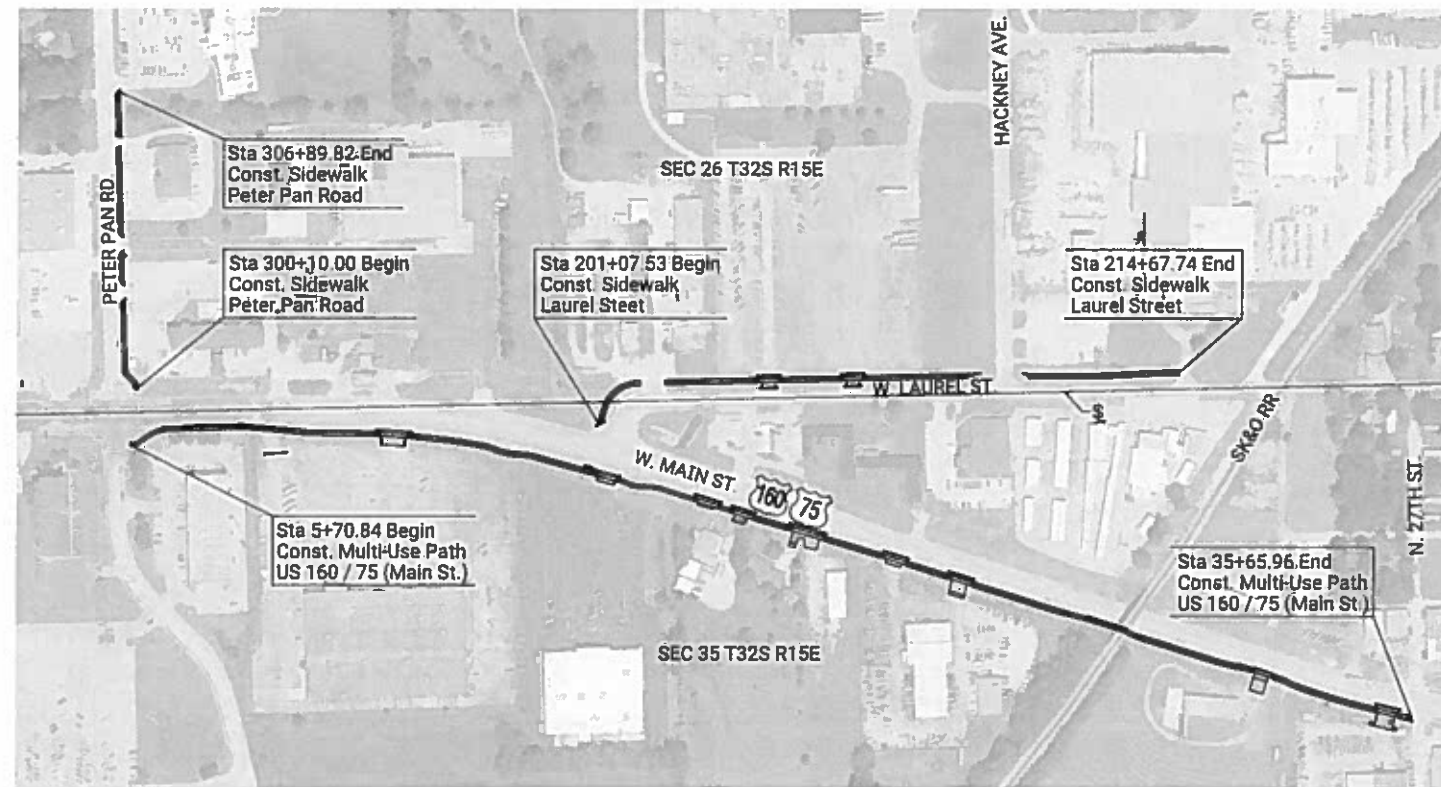
Kelly Passauer
City Manager
City of Independence

STATE OF KANSAS DEPARTMENT OF TRANSPORTATION PLAN OF PROPOSED US 160 / 75 (MAIN STREET) MULTI-USE PATH LAUREL STREET SIDEWALK PETER PAN ROAD SIDEWALK

FEDERAL AID PROJECT
MONTGOMERY COUNTY
CITY OF INDEPENDENCE

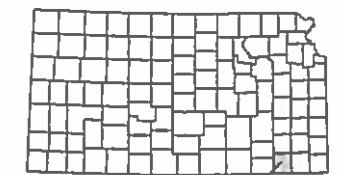
STATE	PROJECT NO.	YEAR	SHEET NO	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	1	114
Federal Aid Project No. TA-T052(101)				

GRADING
SURFACING (CONCRETE)
SIDEWALK IMPROVEMENTS
SODDING
SIGNING
PAVEMENT MARKING
TRAFFIC SIGNALIZATION



TWO-WAY TRAFFIC SHALL BE CARRIED THROUGH CONSTRUCTION ON EXISTING STREETS WITH PARTIAL LANE CLOSURES AND FLAGGING OPERATIONS DURING CONSTRUCTION. ALL TEMPORARY SIGNING SHALL BE MAINTAINED BY THE CONTRACTOR DURING CONSTRUCTION.

SEE TRAFFIC CONTROL FOR ADDITIONAL DETAILS.



City of Independence

DATE	
BY	
REFERENCES NOTED	
REFERENCES CHECKED	

Drawn By : Road
File : pw:\hq-pw\int01.a-e\transyscorp.com\transyscorp-pw\1Documents\Projects_2022\UN1121122200101RoadStandard Sheets\C-0010-GNNT.dgn

STATE	PROJECT NO	YEAR	SHEET NO	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	2	114

GENERAL NOTES

- 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 and any applicable special provisions.
- All work performed shall be in accordance with Kansas Department of Health and Environment's (KDHE) "minimum standards of design for water pollution control facilities".
- 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. 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.
- 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.
- The term Engineer where used, shall refer to the KDOT Engineer or authorized representative.
- 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.
- Excavation shown to be wasted shall be wasted on sites provided by the Contractor. These sites shall be approved by the Engineer & KDHE as to suitability, appearance and site location. Locations that, in the opinion of the Engineer, will leave an unsightly appearance will not be approved.
- Existing roadway materials, pipes and miscellaneous hardware that are removed shall become the property of the Contractor unless specifically noted on the plans or directed by the Engineer.
- 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.
- The Contractor shall notify property owners at least 1 week prior to starting work adjacent to their property, removing fences and pipes.
- The Contractor shall provide the Engineer with a schedule of operations at the beginning of each week.
- 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.
- The Contractor shall provide adequate traffic control in accordance to the Manual on Uniform Traffic Control Devices (latest version) throughout the project on streets and sidewalks.
- The top 4 inches of all embankment outside of paved areas shall be constructed of material that will support vegetation. All remaining embankment shall be constructed of material that results in a stable embankment.
- 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.
- All areas disturbed are to be restored by replacement of grass (by seeding/sodding) or pavement to a condition as good or better than existed prior to construction. No trees or improvements are to be damaged or removed except those that are noted on the plans. No part of any building or structure, including eaves, awnings or other overhanging attachments, either within or party within an easement shall be damaged or removed unless indicated on the plans.
- 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.
- Locations and elevations shown for the existing utilities are based on locates and depths provided by the Utility owner. The Contractor shall field verify prior to any excavation within the vicinity of any existing utilities.
- All mailboxes removed for construction shall be relocated to a temporary location that is approved by the postmaster. After the work is completed on the project, the mailboxes shall be relocated back to near the original positions, as directed by the Engineer. The Contractor is responsible for the coordination and relocation of all mailboxes. This work shall be paid under the bid item "Mailbox Installation (Set Price)".

UTILITY OWNERS

City of Independence John Garris 120 N. 6th St. Independence, KS 67301 620-332-2500 Water / Sanitary Sewer	Atmos Energy Eddie Rodgers 1509 W. Maple Independence, KS 67301 620-331-1547 Gas	Cable One, Inc. Randy Kennedy 2600 Davis Blvd. Joplin, MO 64804 806-690-3283 Telephone, Fiber Optic
Evergy Lori Johnson 1101 E. Main St. Independence, KS 67301 620-332-2603 Electrical	AT&T Ron Maher 207 W. Carr Ave. El Dorado, KS 67042 620-223-9942 Telephone, Fiber Optic	ONEOK ONEOK Plaza 100 West Fifth Street Tulsa, OK 74103 1-918-588-7000 Gas, Fiber Optic

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.

PROJECT SURVEY CONTROL & DATUM BENCHMARK

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

VERTICAL - BM HE0843 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

KANSAS DEPARTMENT OF TRANSPORTATION

GENERAL NOTES

DATE	
BY	
REFERENCES NOTED	
REFERENCES CHECKED	

Drawn By : Road
File : pw:\hqp\wim01.a.e.transyscorp.com\Documents\Projects_2022\UN1121122200\Road\Standard Sheets\C-0010-ALGN.dgn
Plotted : 6/18/2024

MULTI-USE PATH US 160/75 (MAIN STREET)				
Point 11	N	1,527,653.71 E	2,115,134.12 Sta	5+50.00
Course from 11 to PC WP11 N 89° 21' 59.44" E Dist 32.01				
Curve Data				

Curve WP11				
P.I. Station	5+85.16 N 1,527,654.09 E 2,115,169.28			
Delta =	35° 00' 00.00" (LT)			
Degree =	572° 57' 28.06"			
Tangent =	3.15			
Length =	6.11			
Radius =	10.00			
External =	0.49			
Long Chord =	6.01			
Mid. Ord. =	0.46			
P.C. Station	5+82.01 N 1,527,654.06 E 2,115,166.12			
P.T. Station	5+88.12 N 1,527,655.93 E 2,115,171.84			
C.C.	N 1,527,664.06 E 2,115,166.01			
Back =	N 89° 21' 59.44" E			
Ahead =	N 54° 21' 59.44" E			
Chord Bear =	N 71° 51' 59.44" E			
Course from PT WP11 to PC WP12 N 54° 21' 59.44" E Dist 25.49				
Curve Data				

Curve WP12				
P.I. Station	6+44.55 N 1,527,688.81 E 2,115,217.70			
Delta =	34° 23' 05.19" (RT)			
Degree =	57° 17' 44.81"			
Tangent =	30.94			
Length =	60.01			
Radius =	100.00			
External =	4.68			
Long Chord =	59.12			
Mid. Ord. =	4.47			
P.C. Station	6+13.61 N 1,527,670.78 E 2,115,192.56			
P.T. Station	6+73.62 N 1,527,689.48 E 2,115,248.64			
C.C.	N 1,527,589.51 E 2,115,250.82			
Back =	N 54° 21' 59.44" E			
Ahead =	N 88° 45' 04.63" E			
Chord Bear =	N 71° 33' 32.03" E			
Course from PT WP12 to 12 N 88° 45' 04.63" E Dist 164.82				
Point 12	N	1,527,693.07 E	2,115,413.42 Sta	8+38.44
Course from 12 to PC WP13 S 85° 05' 34.15" E Dist 123.95				
Curve Data				

Curve WP13				
P.I. Station	9+98.24 N 1,527,679.40 E 2,115,572.63			
Delta =	5° 07' 55.39" (LT)			
Degree =	7° 09' 43.10"			
Tangent =	35.85			
Length =	71.66			
Radius =	800.00			
External =	0.80			
Long Chord =	71.63			
Mid. Ord. =	0.80			
P.C. Station	9+62.39 N 1,527,682.47 E 2,115,536.91			
P.T. Station	10+34.05 N 1,527,679.54 E 2,115,608.49			
C.C.	N 1,528,479.54 E 2,115,605.35			
Back =	S 85° 05' 34.15" E			
Ahead =	N 89° 46' 30.46" E			
Chord Bear =	S 87° 39' 31.84" E			
Course from PT WP13 to PC WP14 N 89° 46' 30.46" E Dist 15.95				
Curve Data				

Curve WP14				
P.I. Station	12+14.31 N 1,527,680.25 E 2,115,788.75			
Delta =	10° 19' 06.16" (RT)			
Degree =	3° 08' 54.21"			
Tangent =	164.31			
Length =	327.74			
Radius =	1,819.84			
External =	7.40			
Long Chord =	327.29			
Mid. Ord. =	7.37			
P.C. Station	10+50.00 N 1,527,679.61 E 2,115,624.44			
P.T. Station	13+77.74 N 1,527,651.46 E 2,115,950.52			
C.C.	N 1,525,859.78 E 2,115,631.58			
Back =	N 89° 46' 30.46" E			
Ahead =	S 79° 54' 23.37" E			
Chord Bear =	S 85° 03' 56.45" E			
Course from PT WP14 to PC WP15				
Curve Data				

Curve WP15				
P.I. Station	13+85.54 N 1,527,650.09 E 2,115,958.20			
Delta =	8° 55' 14.38" (RT)			
Degree =	57° 17' 44.81"			
Tangent =	7.80			
Length =	15.57			
Radius =	100.00			
External =	0.30			
Long Chord =	15.55			
Mid. Ord. =	0.30			
P.C. Station	13+77.74 N 1,527,651.46 E 2,115,950.52			
P.T. Station	13+93.30 N 1,527,647.55 E 2,115,965.57			
C.C.	N 1,527,553.00 E 2,115,932.99			
Back =	S 79° 54' 23.37" E			
Ahead =	S 70° 59' 09.00" E			
Chord Bear =	S 75° 26' 46.18" E			

MULTI-USE PATH US 160/75 (MAIN STREET) - CONT.

Course from PT WP15 to PC WP16 S 70° 59' 09.00" E Dist 29.74

Curve Data

Curve WP16

P.I. Station 14+36.14 N 1,527,633.59 E 2,116,006.07

Delta = 14° 54' 52.36" (LT)

Degree = 57° 17' 44.81"

Tangent = 13.09

Length = 26.03

Radius = 100.00

External = 0.85

Long Chord = 25.96

Mid. Ord. = 0.85

P.C. Station 14+23.05 N 1,527,637.86 E 2,115,993.69

P.T. Station 14+49.08 N 1,527,632.66 E 2,116,019.12

C.C. N 1,527,732.40 E 2,116,026.27

Back = S 70° 59' 09.00" E

Ahead = S 85° 54' 01.36" E

Chord Bear = S 78° 26' 35.18" E

Course from PT WP16 to PC WP17 S 85° 54' 01.36" E Dist 28.02

Curve Data

Curve WP17

P.I. Station 14+87.00 N 1,527,629.94 E 2,116,056.95

Delta = 11° 18' 44.13" (RT)

Degree = 57° 17' 44.81"

Tangent = 9.90

Length = 19.74

Radius = 100.00

External = 0.49

Long Chord = 19.71

Mid. Ord. = 0.49

P.C. Station 14+77.10 N 1,527,630.65 E 2,116,047.07

P.T. Station 14+96.84 N 1,527,627.31 E 2,116,066.50

C.C. N 1,527,530.91 E 2,116,039.92

Back = S 85° 54' 01.36" E

Ahead = S 74° 35' 17.23" E

Chord Bear = S 80° 14' 39.29" E

Course from PT WP17 to PC WP18 S 74° 35' 17.23" E Dist 205.83

Curve Data

Curve WP18

P.I. Station 17+09.53 N 1,527,570.79 E 2,116,271.54

Delta = 12° 13' 51.09" (RT)

Degree = 89° 31' 28.76"

Tangent = 6.86

Length = 13.66

Radius = 64.00

External = 0.37

Long Chord = 13.64

Mid. Ord. = 0.36

P.C. Station 17+02.68 N 1,527,572.61 E 2,116,264.93

P.T. Station 17+16.34 N 1,527,567.61 E 2,116,277.62

C.C. N 1,527,510.91 E 2,116,247.92

Back = S 74° 35' 17.23" E

Ahead = S 62° 21' 26.14" E

Chord Bear = S 68° 28' 21.68" E

Curve Data

Curve WP19

P.I. Station 17+30.00 N 1,527,561.27 E 2,116,289.72

Delta = 24° 05' 51.04" (LT)

Degree = 89° 31' 28.76"

Tangent = 13.66

Length = 26.92

Radius = 64.00

External = 1.44

Long Chord = 26.72

Mid. Ord. = 1.41

P.C. Station 17+16.34 N 1,527,567.61 E 2,116,277.62

P.T. Station 17+43.26 N 1,527,560.42 E 2,116,303.35

C.C. N 1,527,624.30 E 2,116,307.31

Back = S 62° 21' 26.14" E

Ahead = S 86° 27' 17.18" E

Chord Bear = S 74° 24' 21.66" E

Course from PT WP19 to PC WP110 S 86° 27' 17.18" E Dist 35.13

Curve Data

Curve WP110

P.I. Station 17+86.14 N 1,527,557.77 E 2,116,346.16

Delta = 13° 49' 46.39" (RT)

Degree = 89° 31' 28.76"

Tangent = 7.76

Length = 15.45

Radius = 64.00

External = 0.47

Long Chord = 15.41

Mid. Ord. = 0.47

P.C. Station 17+78.38 N 1,527,558.25 E 2,116,338.41

P.T. Station 17+93.83 N 1,527,555.46 E 2,116,353.57

C.C. N 1,527,494.38 E 2,116,334.45

Back = S 86° 27' 17.18" E

Ahead = S 72° 37' 30.79" E

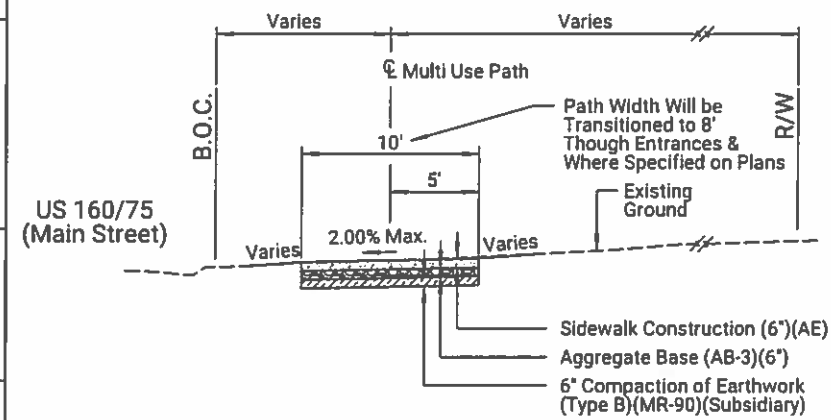
Chord Bear = S 79° 32' 23.99" E

Course from PT WP110 to 13 S 72° 37' 30.79" E Dist 196.57

Point 13 N 1,527,496.76 E 2,116,541.16 Sta 19+90.40

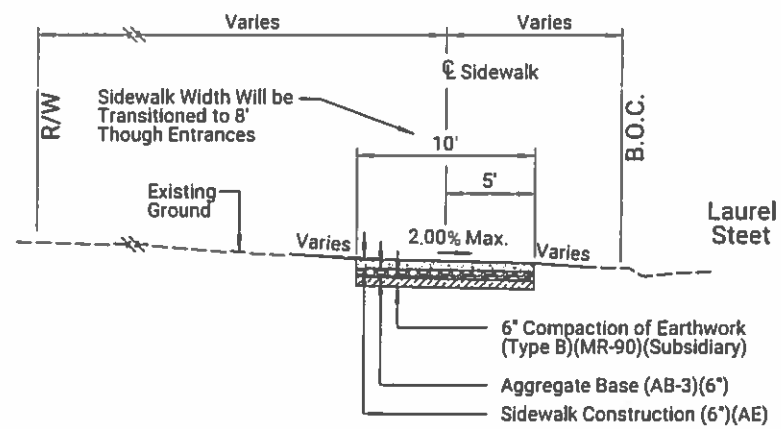
DATE	
BY	
REFERENCES NOTED	
REFERENCES CHECKED	

STATE	PROJECT NO.	YEAR	SHEET NO	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	4	114



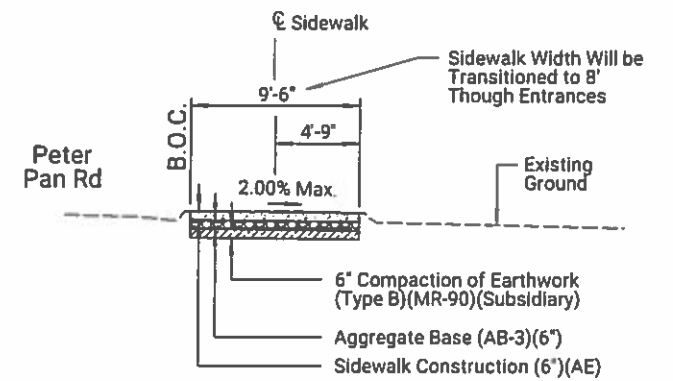
Multi Use Path - US 160/75 (Main Street)

See Cross Section & Plan Sheets for More Information
Path Width Varies



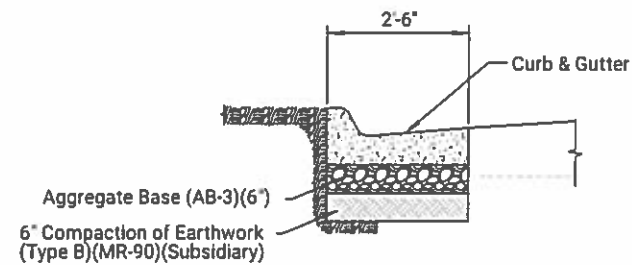
Sidewalk - Laurel Street

See Cross Section & Plan Sheets for More Information
Path Width Varies

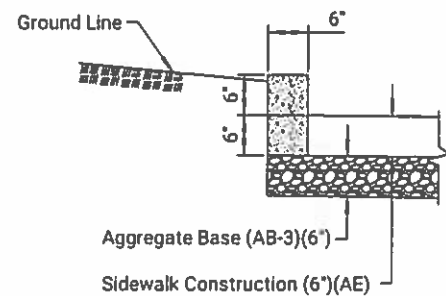


Sidewalk - Peter Pan Road

Slope Sidewalk from road Back of Curb to parking area Back of Curb
See Cross Section for More Information

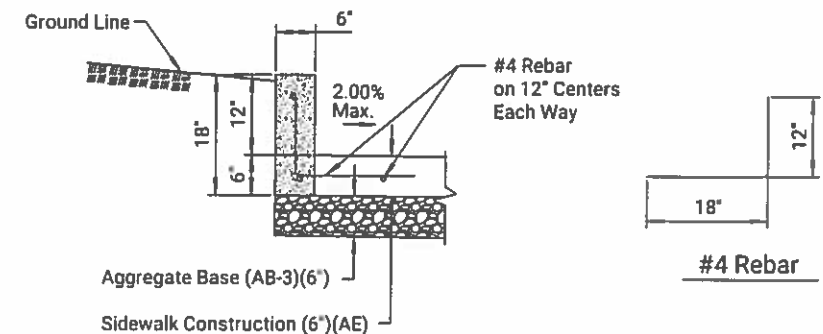


Spot Curb & Gutter Replacement Detail



6\"/>

6\"/>



Retaining Wall Detail

Retaining Wall may be placed monolithically with sidewalk. Joints shall be continued through wall and no other planes of weakness will be required. All exposed edges shall be finished with an edging tool. Retaining Wall shall have a 3.0' transition from sidewalk to full wall height at each end.

Notes:

1. The sections shown are typical. See Plans & Cross Sections for Variations.
2. Refer to Plans and Cross Sections for Existing R/W.
3. Bottom 6\"/>

KANSAS DEPARTMENT OF TRANSPORTATION

TYPICAL SECTIONS

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STATE	PROJECT NO.	YEAR	SHEET NO	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	5	114



SE Section Corner Sec. 27-T32S-R15E (17V)
 KDOT Aluminum Cap

1. Found PK Nail in East Face of Power Pole 56 65' NW
2. Found Mag Nail in West Face of Power Pole 39 72' N
3. Found Mag Nail in East Face of Power Pole 42 48' S
4. In Centerline Asphalt Turn Lane

NE 1/4 Section Corner Sec. 35-T32S-R15E (19V)
 Cotton Gin Spindle

1. Set "X" Cut in Curb 23 49' N
2. Found "X" Cut in Curb 22 52' SE
3. Top of Gas Vent Pipe Riser #5 37 40' NW
4. Found "x" Cut in Top of Most Westerly Gas Vent 45 60' NW
5. Found Railroad Spike in South Face of Power Pole 55 25' NE
6. Top Center of Fire Hydrant 77 60' NE

Center Corner of the Northwest 1/4 Sec. 35-T32S-R15E (18V)
 1/2" Iron Rod with Unreadable Cap

1. Set Mag in East Face of Power Pole 46 48' NW
2. Set Mag in North Face of Power pole 44 58' SW
3. Top Center Nut on Fire Hydrant 48 91' NE
4. Top Center of 4" Metal Corner Post 31 80' S
5. Center Line East-West Maple Street 3 00' S
6. Monument in Line with Centerline of Projected Peter Pan Rd. North of Main St. in Line with Fence Line South

East 1/16 Corner of the Northwest 1/4 Sec. 35-T32S-R15E (19W)
 Cotton Gin Spindle

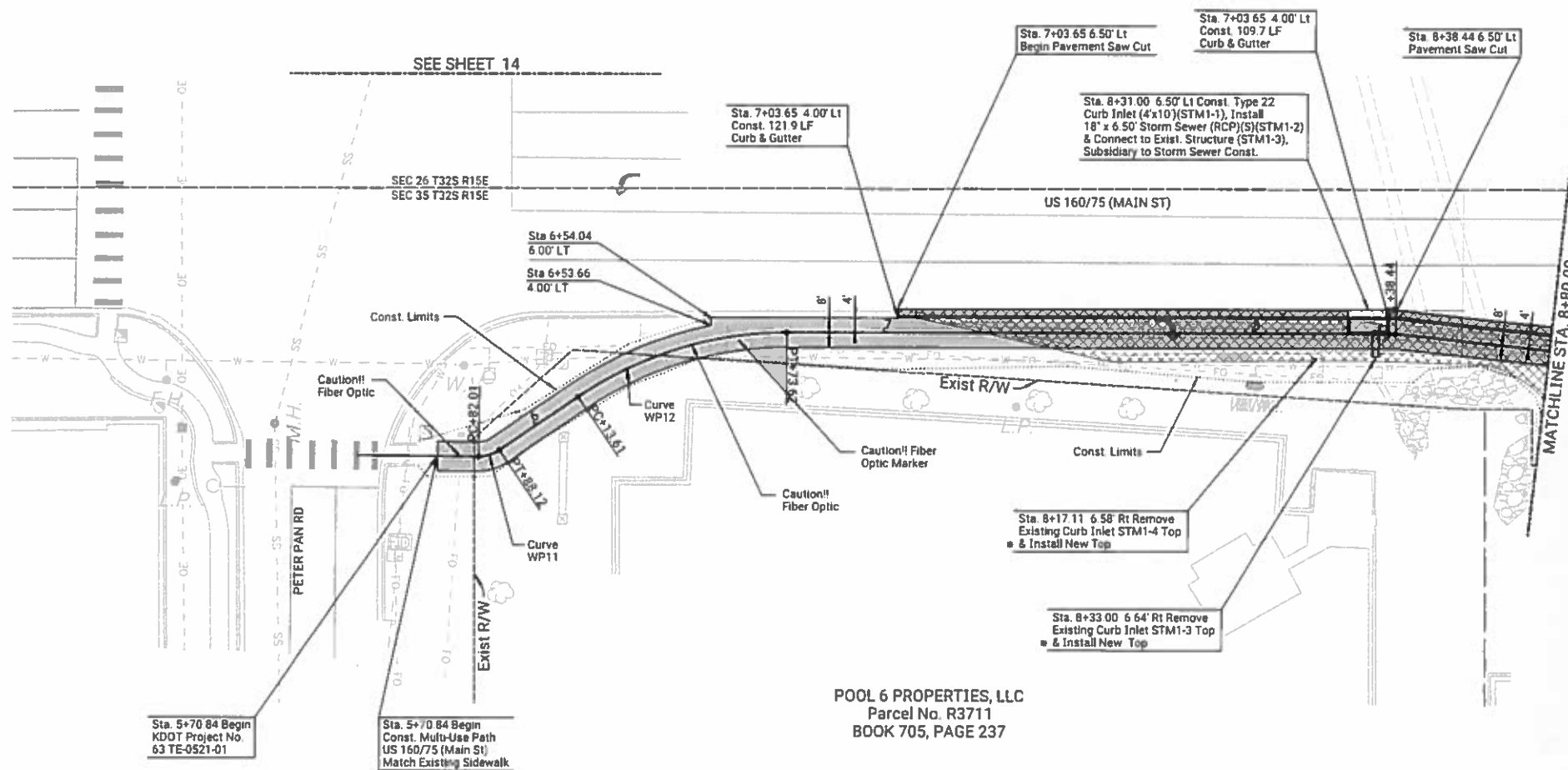
1. Set 60D & Whiskers in West Face of 12" Hackberry 26 28' NW
2. Set 60D & Whiskers in East Face of 10' Elm 27 63' N
3. Found 60D in East Face of 12" Hedge 32 66' SSE

East 1/16 Corner of the Northwest 1/4 Sec. 36-T32S-R15E (21W)
 5/8" Iron Rod

1. Found 60D in Northwest Face of Power Pole 32 29' SW
2. Found 60D in South Face of Power Pole 81 61' ESE
3. Found "X" Cut in Curb 42 50' NW
4. Set "X" Cut in North Curb of South Entrance 60 93' NNW

SE Section Corner Sec. 26-T32S-R15E (21V)
 Existing 1/2" Iron Rod

1. Found 60D Nail in West Face of Power Pole 22 75' N
2. Found 40D Nail & Whiskers in E Face of Power Pole 21 95' S
3. SW Corner of Block Building 1 Above Ground 36 39' NNE
4. In Centerline of East-West Asphalt Road
5. 1/2" +/- Centerline Asphalt Road South



LEGEND

- SIDEWALK
- CURB OR CURB AND GUTTER
- ENTRANCE
- ROCK EXCAVATION

* New Inlet Top Shall be SUBSIDIARY to the Bid Item "Adjustment of Curb Inlets"

Notes

1. Sidewalk, Entrances, Curb & Gutter Shall be Saw Cut to a Neat Line.
2. Multi-Use Path Through Entrances Shall be 8' 0" Wide.

KANSAS DEPARTMENT OF TRANSPORTATION
 MULTI-USE PATH US 160/75 (MAIN ST)
 STA. 5+65.84 TO STA. 8+80.00

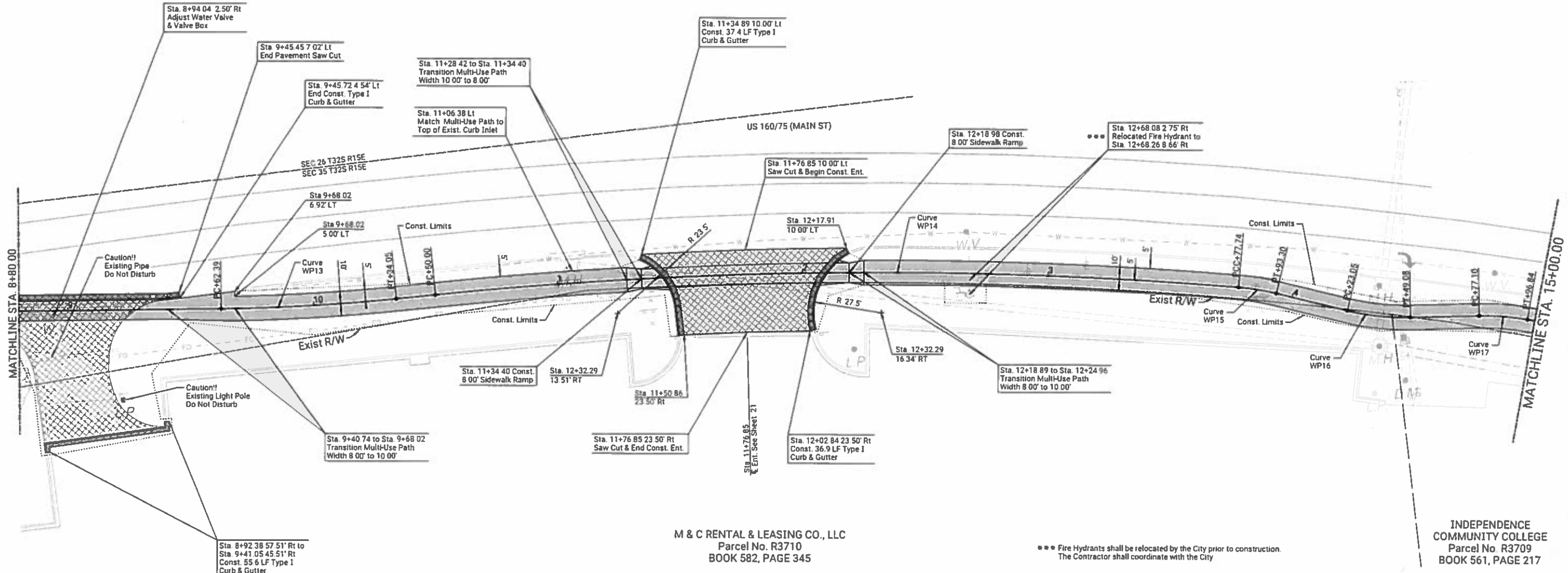
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STATE	PROJECT NO.	YEAR	SHEET NO	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	6	114



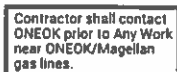
LEGEND	
	SIDEWALK
	CURB OR CURB AND GUTTER
	ENTRANCE
	ROCK EXCAVATION

- Notes:
- 1 Sidewalk, Entrances, Curb & Gutter Shall be Saw Cut to a Neat Line.
 - 2 Multi-Use Path Through Entrances Shall be 8.00' Wide.

KANSAS DEPARTMENT OF TRANSPORTATION
 MULTI-USE PATH US 160/75 (MAIN ST)
 STA. 8+80.00 TO STA. 15+00.00

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SCALE
PLAN: Lat. & Long. 20' 0 20' 40'



	SIDEWALK
	CURB OR CURB AND GUTTER
	ENTRANCE
	ROCK EXCAVATION

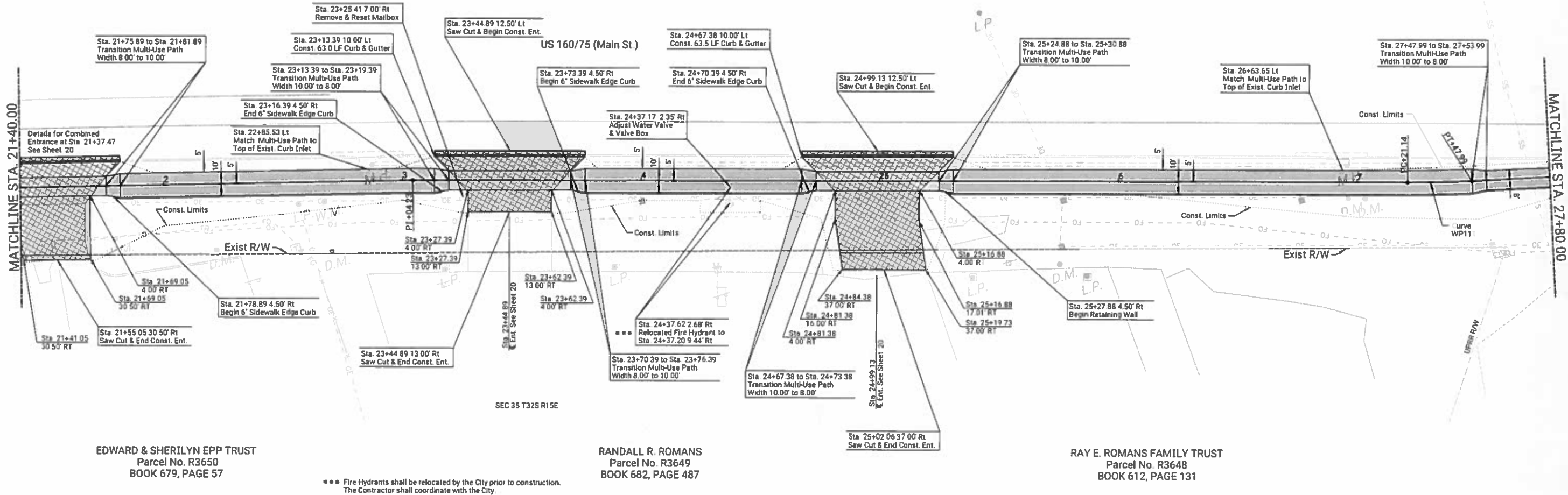
- KANSAS DEPARTMENT OF TRANSPORTATION
MULTI-USE PATH US 160/75 (MAIN ST)
STA. 15+00.00 TO STA. 21+40.00

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DATE	
BY	
REFERENCES NOTED	
REFERENCES CHECKED	

CP #6 Set Iron Rod W/ Cap South of QUALITY Storage Self Storage Units.	
1. W Northwest to Electric Meter	103.60'
2. Northeast to Sanitary Sewer Manhole	59.53'
3. South to "x" Cut in Back of Curb	30.60'
N 1527380.88 E 2117244.27 Elev = 791.36	
Sta. 26+96.10 93.34' Lt.	

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	8	114



LEGEND

	SIDEWALK
	CURB OR CURB AND GUTTER
	ENTRANCE
	ROCK EXCAVATION

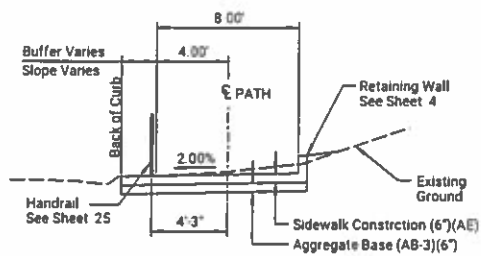
- Notes:
1. Sidewalk, Entrances, Curb & Gutter Shall be Saw Cut to a Neat Line.
 2. Multi-Use Path Through Entrances Shall be 8.00' Wide.

KANSAS DEPARTMENT OF TRANSPORTATION
MULTI-USE PATH US 160/75 (MAIN ST)
STA. 21+40.00 TO STA. 27+80.00

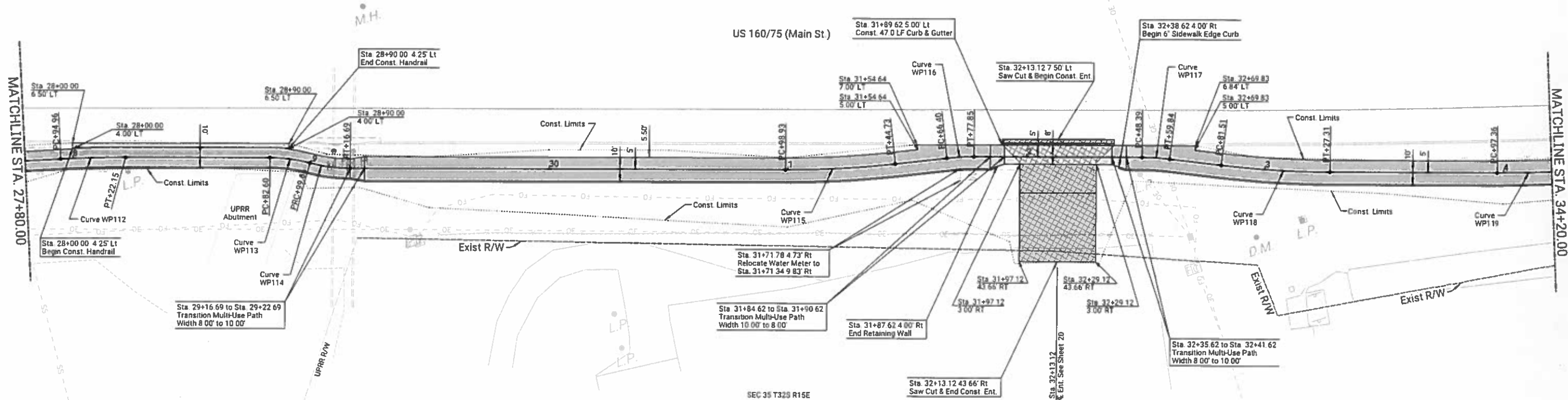
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REFERENCES NOTED	
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STATE	PROJECT NO	YEAR	SHEET NO	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	9	114



HANDRAIL BUFFER DETAIL
N.T.S.



MICHAEL MARIETTE TRUST
Parcel No. R3652
BOOK 550, PAGE 145

SCHLATTER, POLLOCK & SCOVEL
INVESTMENTS, INC.
Parcel No. R3686

LEGEND

	SIDEWALK
	CURB OR CURB AND GUTTER
	ENTRANCE
	ROCK EXCAVATION
	COLORLED CONCRETE

Notes:

1. Sidewalk, Entrances, Curb & Gutter Shall be Saw Cut to a Neat Line.
2. Multi-Use Path Through Entrances Shall be 8.00' Wide.

KANSAS DEPARTMENT OF TRANSPORTATION
MULTI-USE PATH US 160/75 (MAIN ST)
STA. 27+80.00 TO STA. 34+20.00

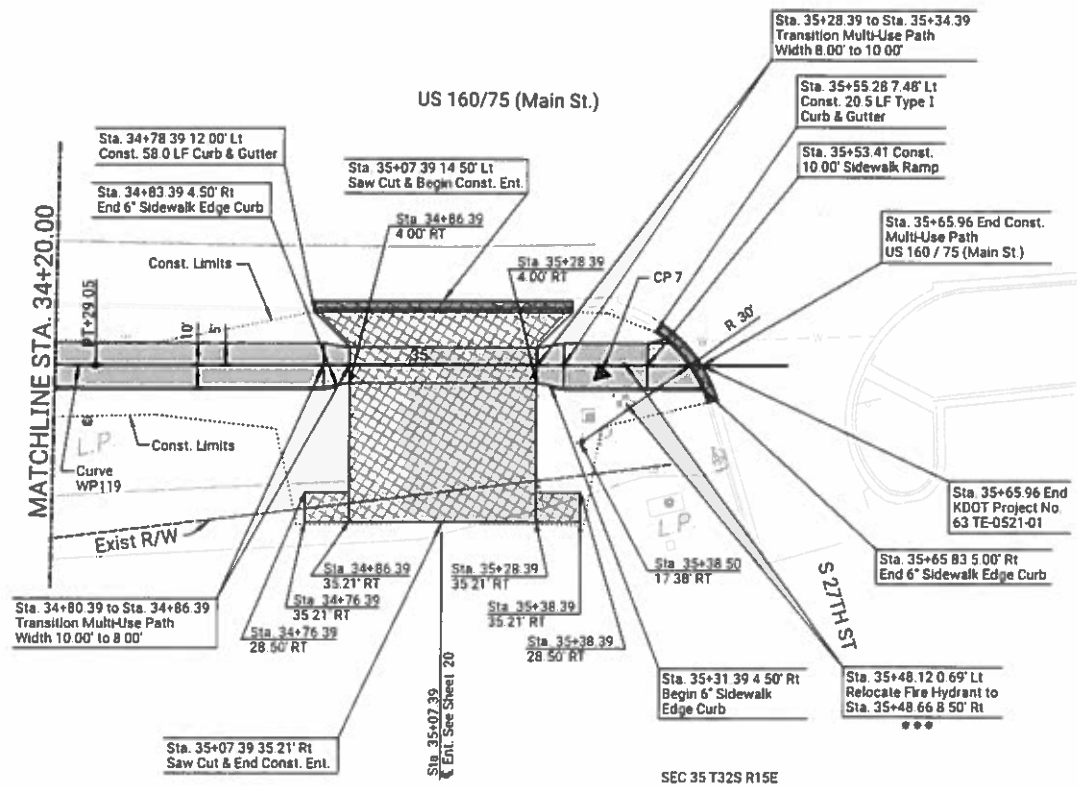
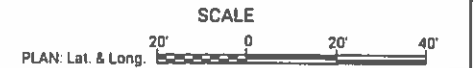
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REFERENCES NOTED	
REFERENCES CHECKED	

CP #7 Set Iron Rod W/ Cap Southwest Quad.
 Intersection US160/75 & 27th St.
 1. S Southwest to Square Cut in NE Corner of Concrete Pad 8.25'
 2. E Northeast to Top Bolt of Fire Hydrant 6.15'
 3. North to Back of Curb 14.13'
 N 1527044.41 E 2118025.24 Elev = 793.63
 Sta. 35+43.05 1.68' Rt.

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	10	114



SCHLATTER, POLLOCK & SCOVEL
 INVESTMENTS, INC.
 Parcel No. R3686

*** Fire Hydrants shall be relocated by the City prior to construction.
 The Contractor shall coordinate with the City

LEGEND	
	SIDEWALK
	CURB OR CURB AND GUTTER
	ENTRANCE
	ROCK EXCAVATION

- Notes:
1. Sidewalk, Entrances, Curb & Gutter Shall be Saw Cut to a Neat Line.
 2. Multi-Use Path Through Entrances Shall be 8.00' Wide.

KANSAS DEPARTMENT OF TRANSPORTATION
 MULTI-USE PATH US 160/75 (MAIN ST)
 STA. 34+20.00 TO STA. 35+69.50

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 Plotted : 6/18/2024

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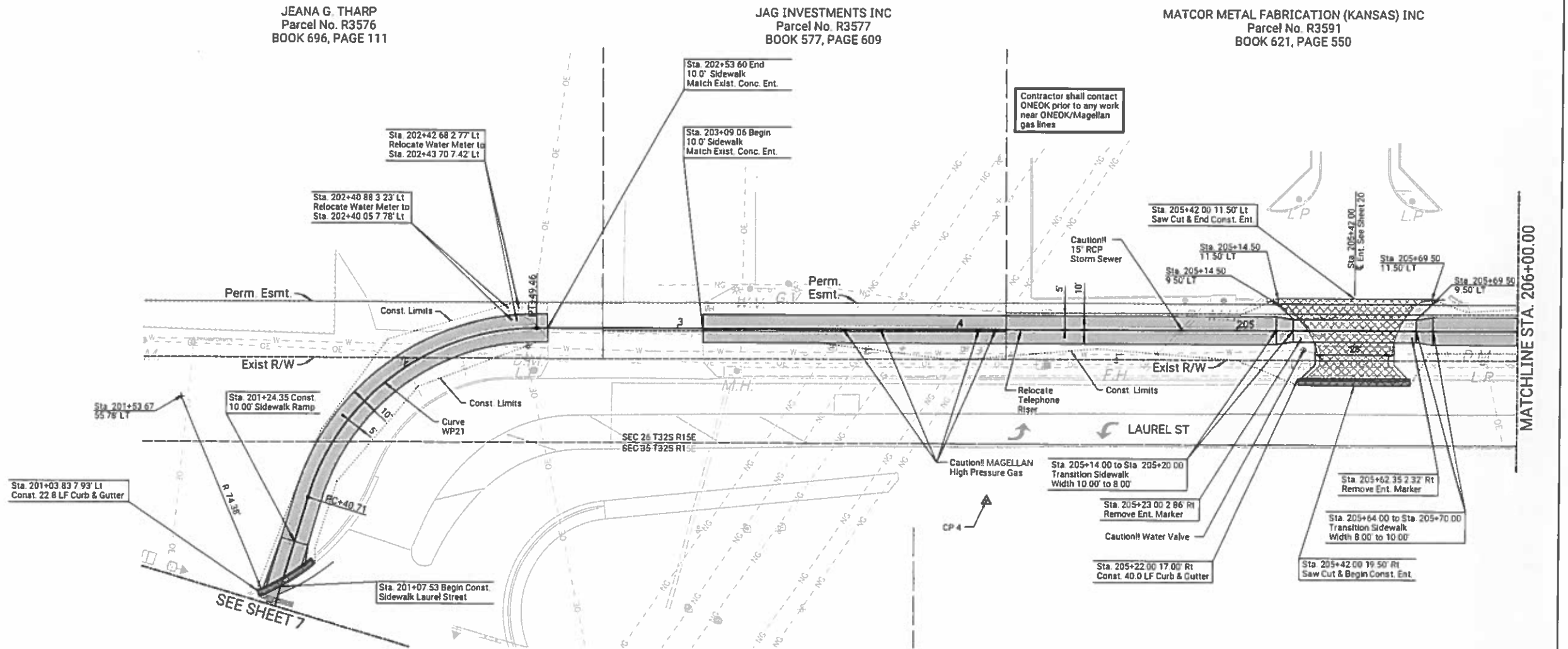
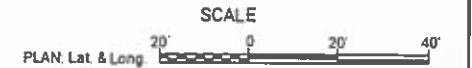
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REFERENCES NOTED	
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 Plotted : 6/18/2024
 File : pw:\hwy-pw\hwy01.a-a-transyscorp-pw1\Documents\Projects_2022\N112112220010Road\Standard Sheets\C-0010-PL07.dgn

CP #4 Set Iron Rod W/ Cap Northeast of Concrete
 Spillway East of US 160/75 and Laurel St. Intersection
 1. South to Lone Post 5.87'
 2. Southwest to Square Cut in Retaining Wall 22.22'
 3. Northwest to "x" Cut in Back of Curb 10.72'
 4. North to Back of Curb 5.95'
 N 1527735.15 E 2116465.46 Elev = 800.20
 Sta. 204+10.94 61.10' Rt.

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	11	114



LEGEND

[Solid Grey Box]	SIDEWALK
[Hatched Box]	CURB OR CURB AND GUTTER
[Dashed Line]	ENTRANCE
[Cross-hatched Box]	ROCK EXCAVATION

- Notes:
1. Sidewalk, Entrances, Curb & Gutter Shall be Saw Cut to a Neat Line.
 2. Multi-Use Path Through Entrances Shall be 8.00' Wide.
 3. For Traffic Signal Improvements See Sheets 44 - 53.

KANSAS DEPARTMENT OF TRANSPORTATION
 SIDEWALK LAUREL STREET
 STA. 201+01.87 TO STA. 206+00.00

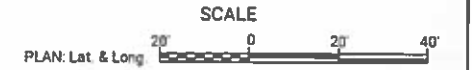
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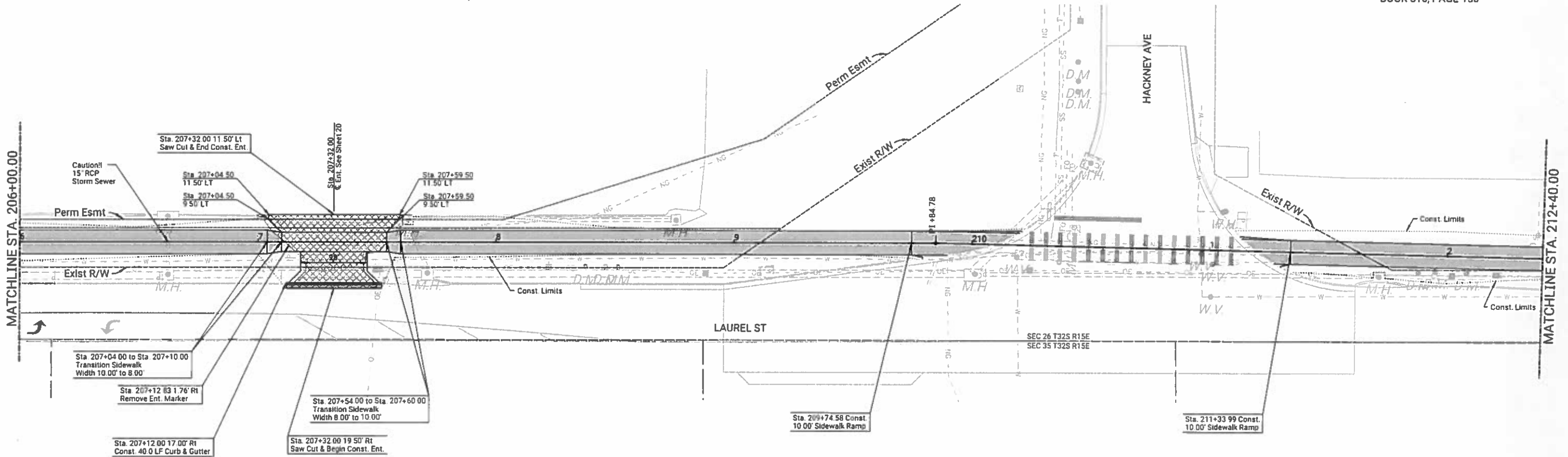
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 Plotted : 6/18/2024

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	12	114



MATCOR METAL FABRICATION (KANSAS) INC
 Parcel No. R3591
 BOOK 621, PAGE 550

SPECIALIZED VEHICLE CORP
 Parcel No. R3594
 BOOK 516, PAGE 150



LEGEND	
	SIDEWALK
	CURB OR CURB AND GUTTER
	ENTRANCE
	ROCK EXCAVATION

- Notes:
1. Sidewalk, Entrances, Curb & Gutter Shall be Saw Cut to a Neat Line.
 2. Sidewalk Through Entrances Shall be 8.00' Wide.

KANSAS DEPARTMENT OF TRANSPORTATION
 SIDEWALK LAUREL STREET
 STA. 206+00.00 TO STA. 212+40.00

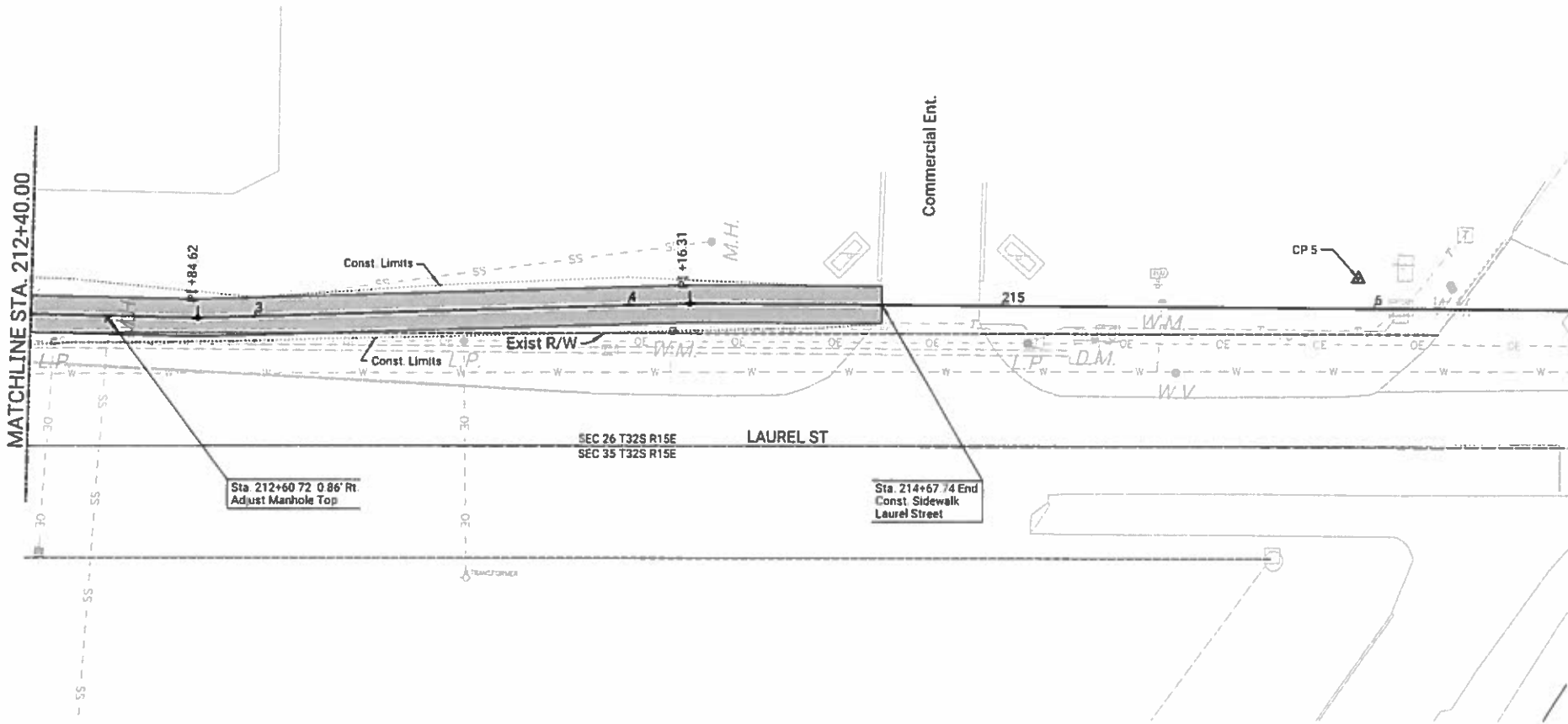
DATE	BY	REFERENCES NOTED	REFERENCES CHECKED

CP #5 Set Iron Rod W/ Cap West of Shipping Receiving Sign at Hackney East Entrance off Laurel St.
 1 East to Fire Hydrant Top Bolt 25.88'
 2 South to Center of Water Meter 24.45'
 3 West to Gas Meter 52.62'
 N 1527826.97 E 2117648.20 Elev. = 801.71
 Sta. 215+95.52 7.98' Lt.

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	13	114



SPECIALIZED VEHICLE CORP
 Parcel No. R3594
 BOOK 516, PAGE 150



LEGEND

[Pattern]	SIDEWALK
[Pattern]	CURB OR CURB AND GUTTER
[Pattern]	ENTRANCE
[Pattern]	ROCK EXCAVATION

- Notes:**
- Sidewalk, Entrances, Curb & Gutter Shall be Saw Cut to a Neat Line.
 - Sidewalk Through Entrances Shall be 8.00' Wide.

KANSAS DEPARTMENT OF TRANSPORTATION
 SIDEWALK LAUREL STREET
 STA. 212+40.00 TO STA. 214+67.74

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REFERENCES CHECKED	

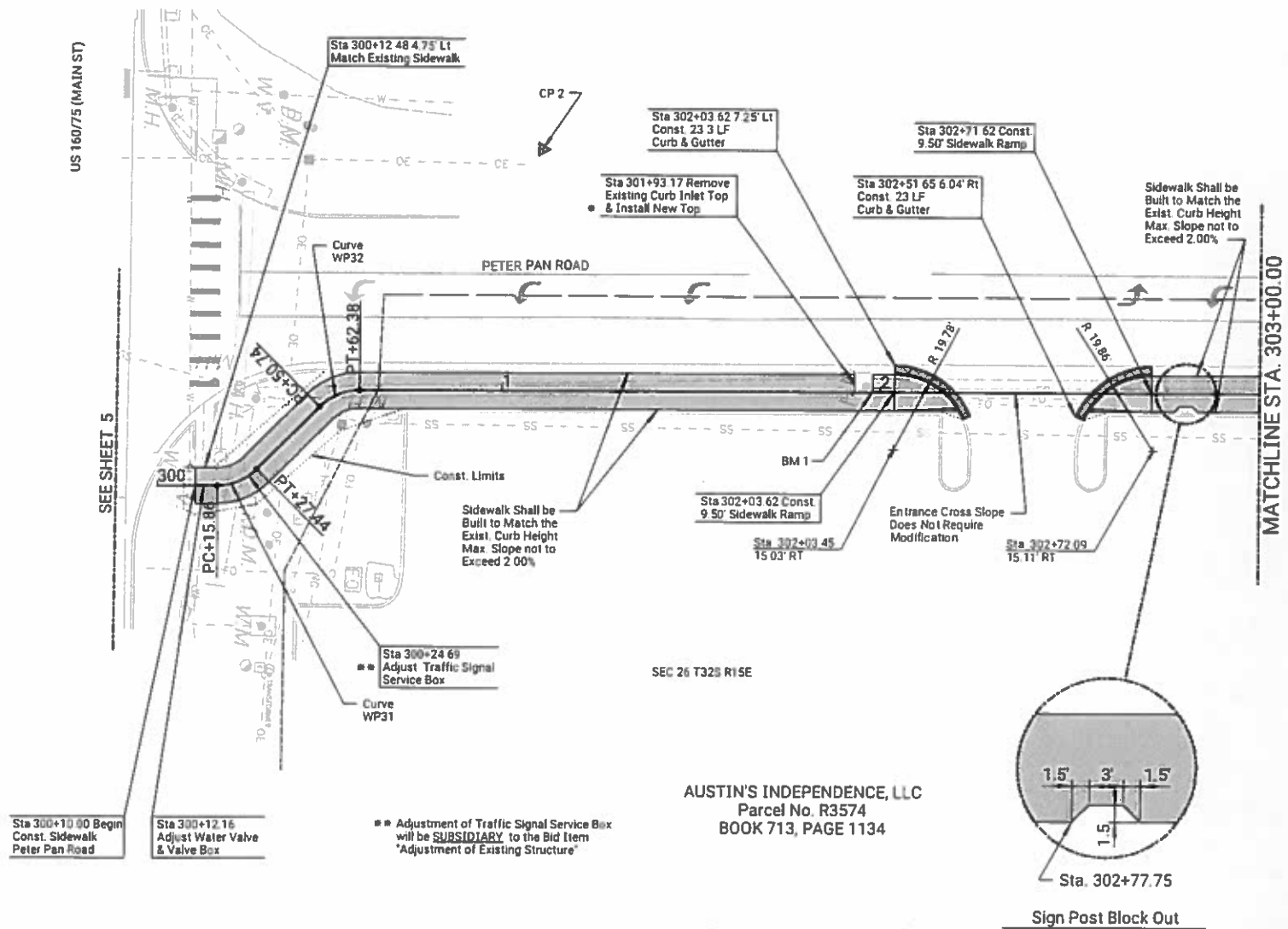
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CP #2 Set Iron Rod W/ Cap Northwest Quad.
 US 160/75 (Main St) & Peter Pan Rd. Intersection
 1. East to "x" Cut in Back of Curb 17.75'
 2. S to North Face of Power Pole 56.73'
 3. West to Edge of Asphalt 8.68'
 4. North to South Face of Power Pole 92.56'
 N 1527866.39 E 2115076.91 Elev. = 809.74
 Sta. 301+10.10 63.55' Lt.

STATE	PROJECT NO	YEAR	SHEET NO	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	14	114



* New Inlet Top Shall be **SUBSIDIARY** to the Bid Item "Adjustment of Curb Inlets"



LEGEND

[Pattern]	SIDEWALK
[Pattern]	CURB OR CURB AND GUTTER
[Pattern]	ENTRANCE
[Pattern]	ROCK EXCAVATION

BM #1 Square Cut in Northeast Corner of Storm Sewer Curb Inlet
 1. Southwest to Center of Manhole Lid 2.33'
 2. East to Back of Curb 5.00'
 3. West to East Face of Power Pole 59.90'
 N 1527956.13 E 2115137.80 Elev. = 810.08
 Sta. 301+97.93 0.06 Rt.

- Notes:**
- Sidewalk, Entrances, Curb & Gutter Shall be Saw Cut to a Neat Line.
 - Sidewalk Through Entrances Shall be 8'00" Wide.

KANSAS DEPARTMENT OF TRANSPORTATION
 SIDEWALK PETER PAN ROAD
 STA. 300+10.00 TO STA. 303+00.00

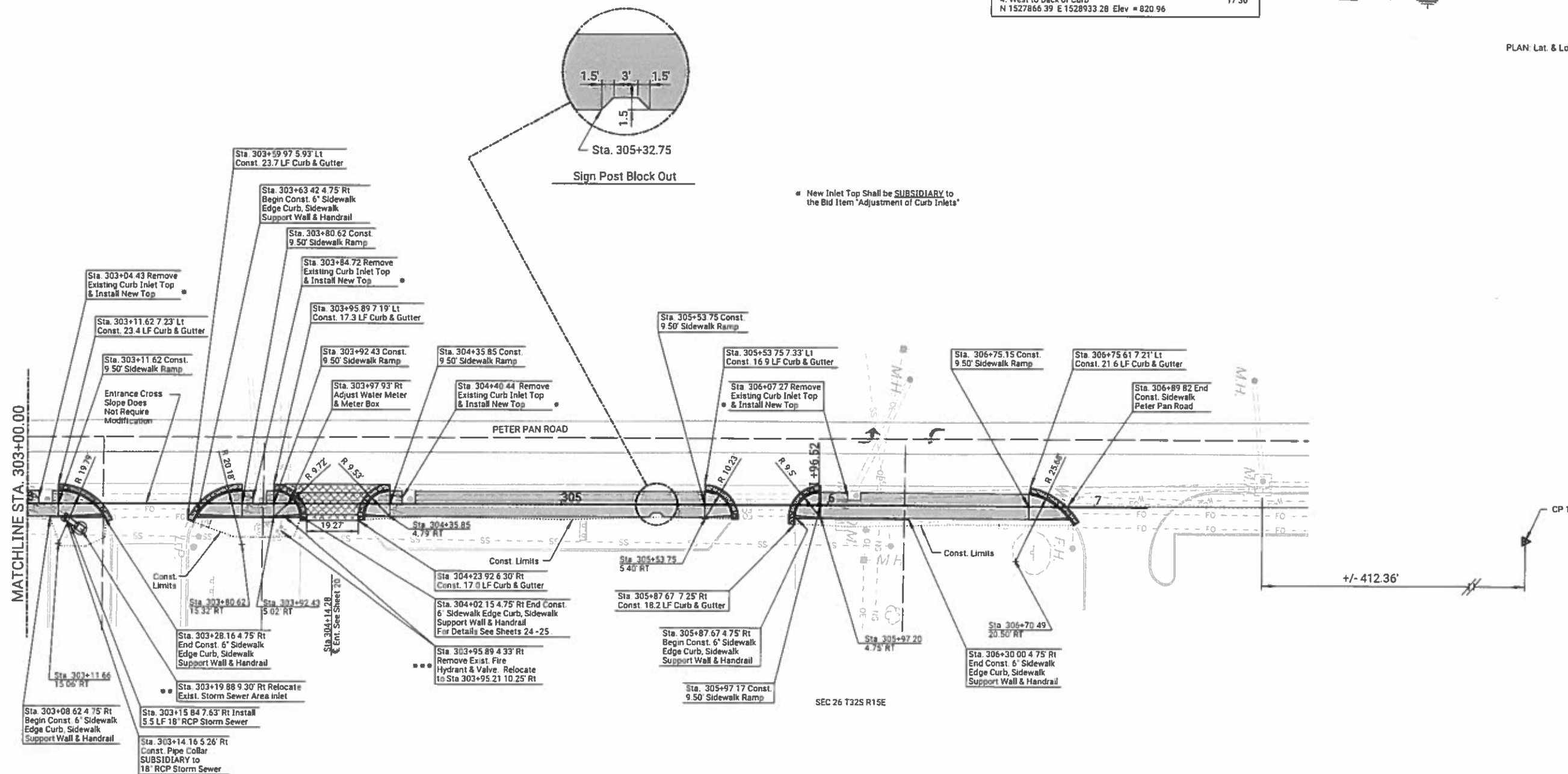
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DATE	
BY	
REFERENCES NOTED	
REFERENCES CHECKED	

CP #1 Set Iron Rod W/ Cap North of 1st Gravel Entrance North of Northern Most Entrance to Labette Clinic	49.81'
1 S Southwest to Top Center of Telephone Ped	24.07'
2 W Northwest to Center of Storm Sewer Manhole Lid	14.77'
3 North to South Face of 24" Birch Tree	17.30'
4 West to Back of Curb	
N 1527866.39 E 1528933.28 Elev = 820.96	

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	15	114



AUSTIN'S INDEPENDENCE, LLC
Parcel No. R3574
BOOK 713, PAGE 1134

CITY OF INDEPENDENCE
Parcel No. R3572
BOOK 655, PAGE 877

SCHMIDTBERGER FAMILY INVESTMENTS, LLC
Parcel No. R3573
BOOK 652, PAGE 158

LABETTE HEALTH FOUNDATION INC.
Parcel No. R3571
BOOK 652, PAGE 746

•• Relocation of Exist. Storm Sewer Area Inlet will be SUBSIDIARY to the Bid Item "Adjustment of Existing Structure"

••• Fire Hydrants shall be relocated by the City prior to construction. The Contractor shall coordinate with the City

LEGEND

	SIDEWALK
	CURB OR CURB AND GUTTER
	ENTRANCE
	ROCK EXCAVATION

Notes:

- Sidewalk, Entrances, Curb & Gutter Shall be Saw Cut to a Neat Line
- Sidewalk Through Entrances Shall be 8'0" Wide.

KANSAS DEPARTMENT OF TRANSPORTATION
SIDEWALK PETER PAN ROAD
STA. 303+00.00 TO STA. 306+94.32

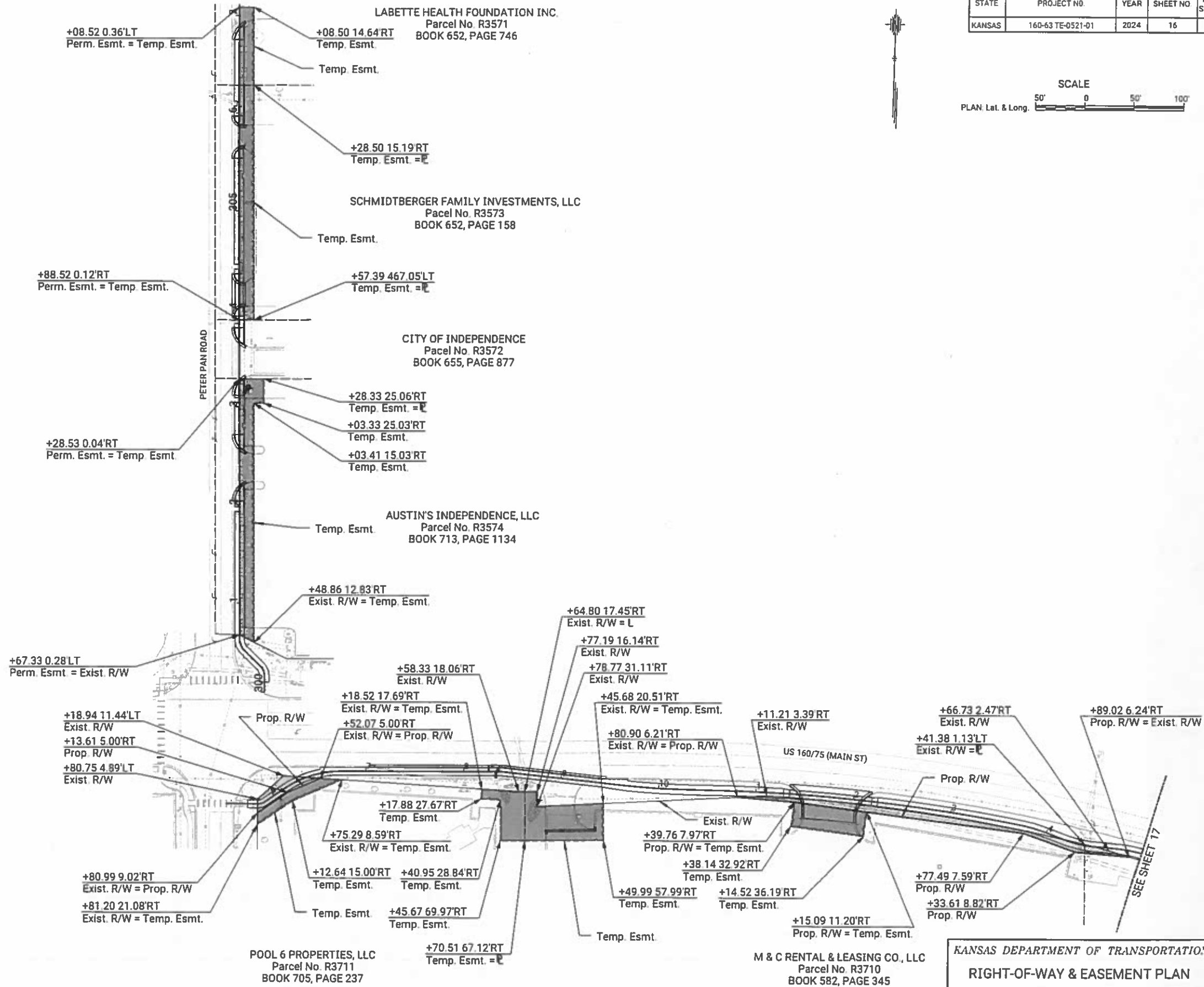
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DATE	
BY	
REFERENCES NOTED	
REFERENCES CHECKED	

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 Plotted : 6/18/2024

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	16	114



KANSAS DEPARTMENT OF TRANSPORTATION
 RIGHT-OF-WAY & EASEMENT PLAN
 SHEET 1 OF 3

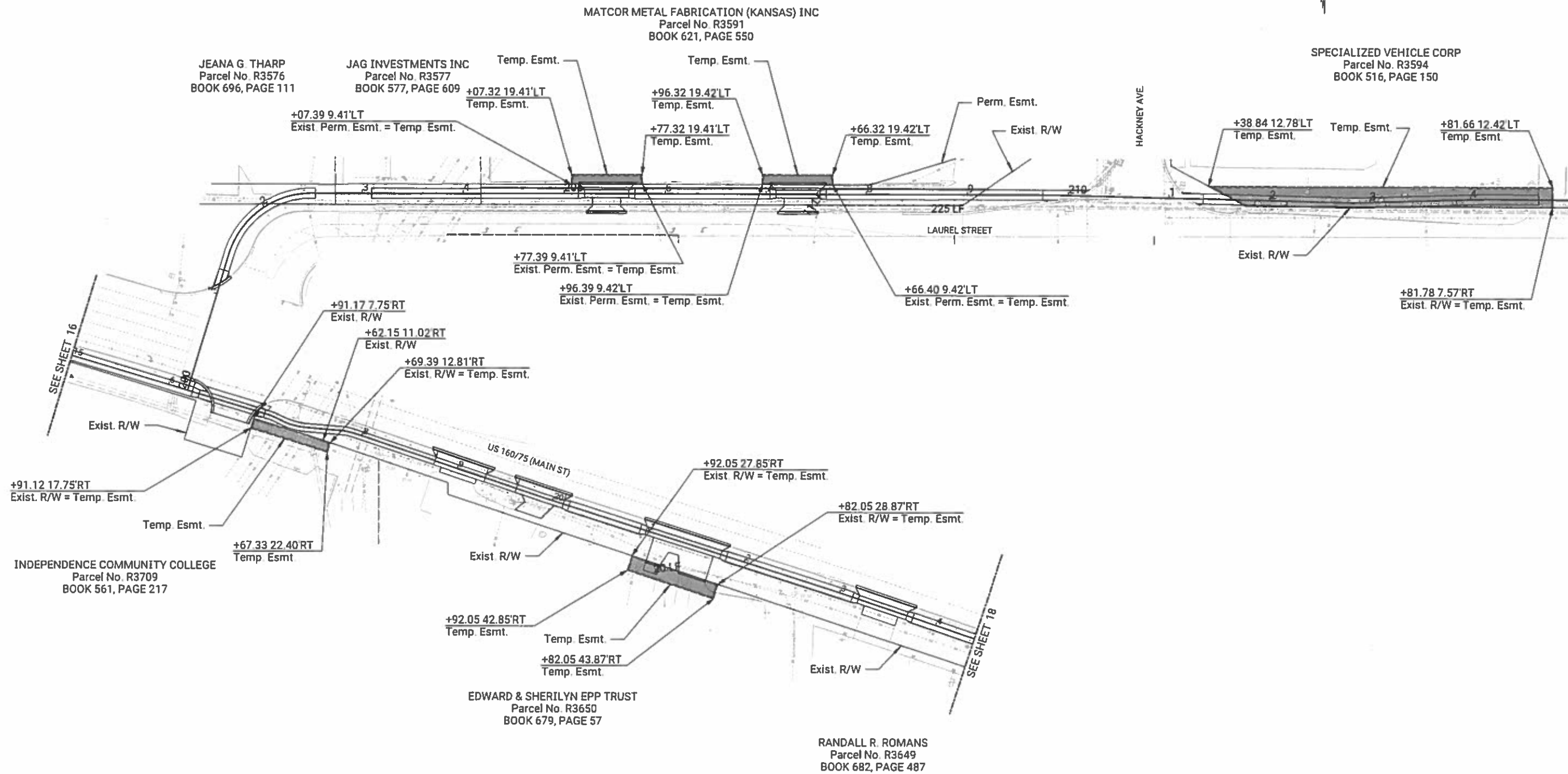
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DATE	
BY	
REFERENCES NOTED	
REFERENCES CHECKED	

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 Plotted : 6/18/2024
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STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	17	114



LEGEND

- Prop. R/W
- Temp. Esmt.

KANSAS DEPARTMENT OF TRANSPORTATION
 RIGHT-OF-WAY & EASEMENTS
 SHEET 2 OF 3

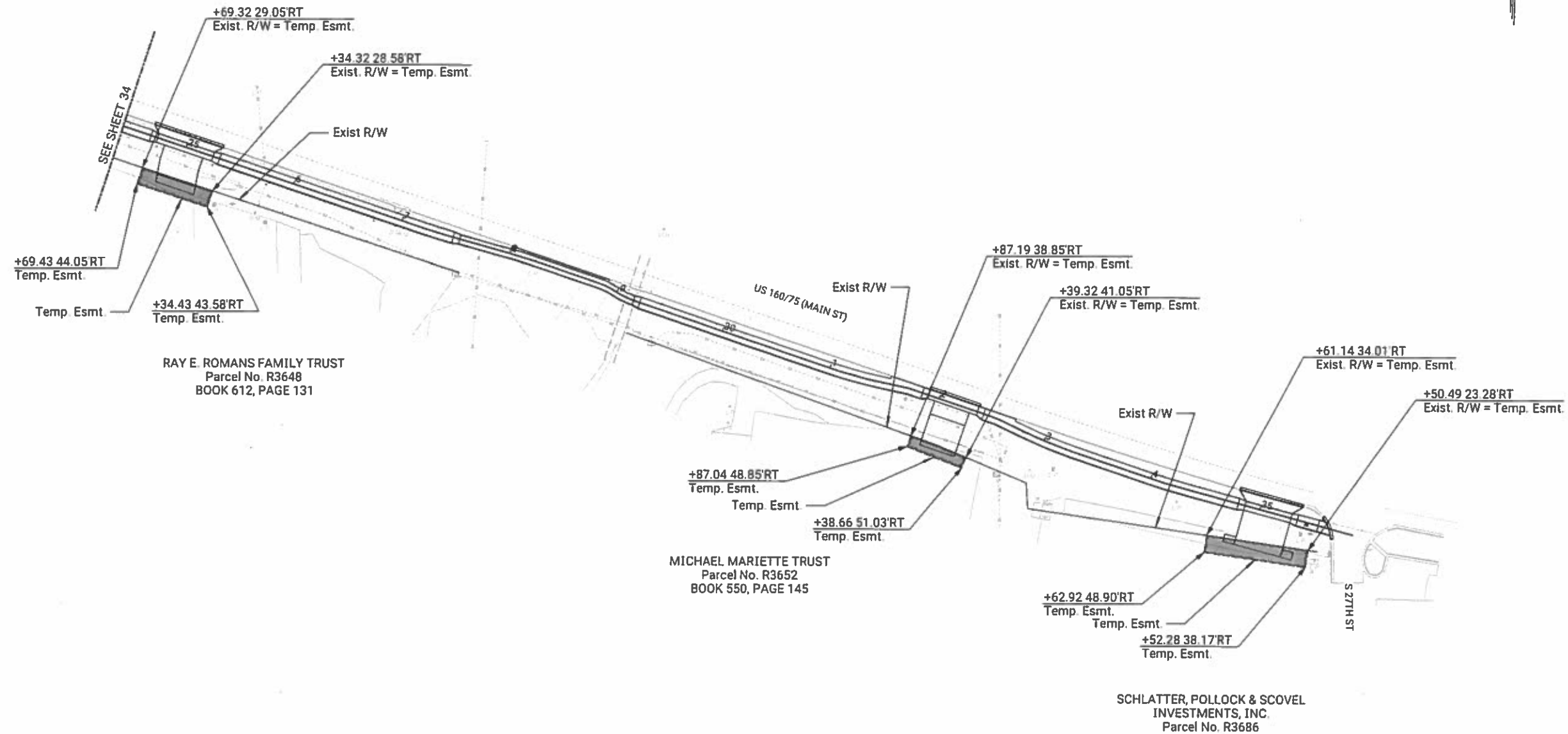
CADconform Certify This File

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DATE	
BY	
REFERENCES NOTED	
REFERENCES CHECKED	

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 Plotted : 6/18/2024

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	18	114

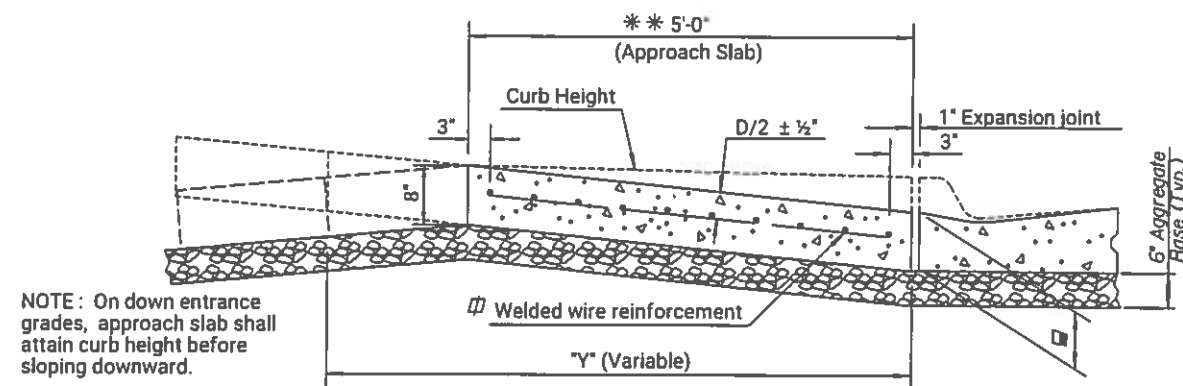


KANSAS DEPARTMENT OF TRANSPORTATION
 RIGHT-OF-WAY & EASEMENTS
 SHEET 3 OF 3

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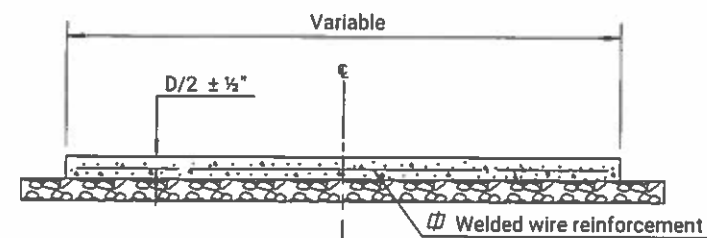
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STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	20	114

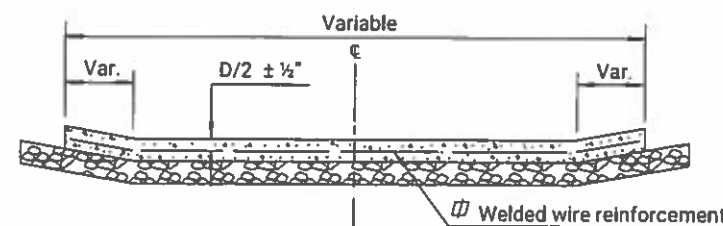


SECTION A-A

 Match thickness at back of Type II Curb & Gutter.



SECTION B-B



SECTION C-C

GENERAL NOTES

The angles may be varied to fit special conditions.

Construct entrance approach slab unless otherwise shown,
 ** Where entrance pavement is required to extend beyond the 5' approach slab, follow the extension lines shown to the limit of dimension "Y". Beyond this limit match normal alley or entrance driveway pavement width. The 5' concrete approach slab is shaped as shown regardless of sidewalk location.

Use 1" preformed Expansion Joint Filler (Type B or C) for concrete 1" expansion joint.

Where valley gutter, alley, and/or entrance pavement is the only pavement on the project, Concrete Grade 3.0 (AE) may be used, subgrade paper and joint parting strips are not required.

Construct a longitudinal tied joint at W/2 on slabs greater than 15' in width. Place joints on wider slabs to help guide vehicles entering and leaving the entrance, minimum joint spacing is 6 feet.

Use #4 x 2'-0" deformed tie bars @ 12" spacing as an alternate to welded wire fabric through approach slab joints.

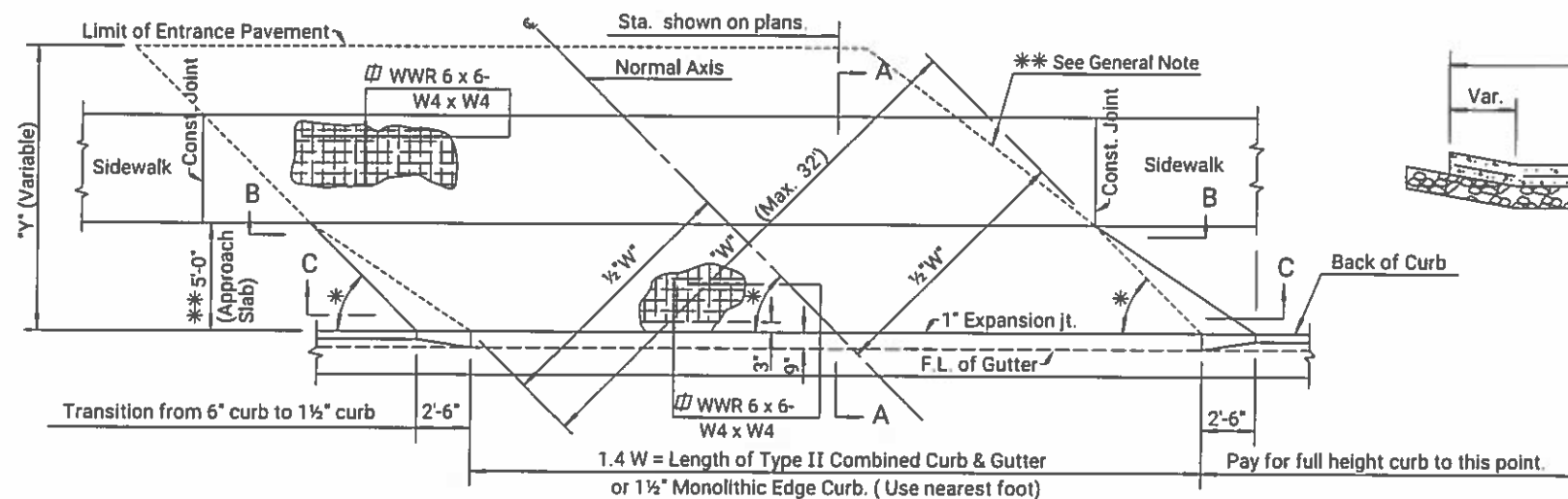
Use chairs for correct vertical placement of welded wire reinforcement and/or tie bars.

No tie bars or wire reinforcement should extend through the joint of the approach slab into the sidewalk or alley.

Approx. weight of welded wire reinforcement = 58 lbs. per 100 sq. ft.

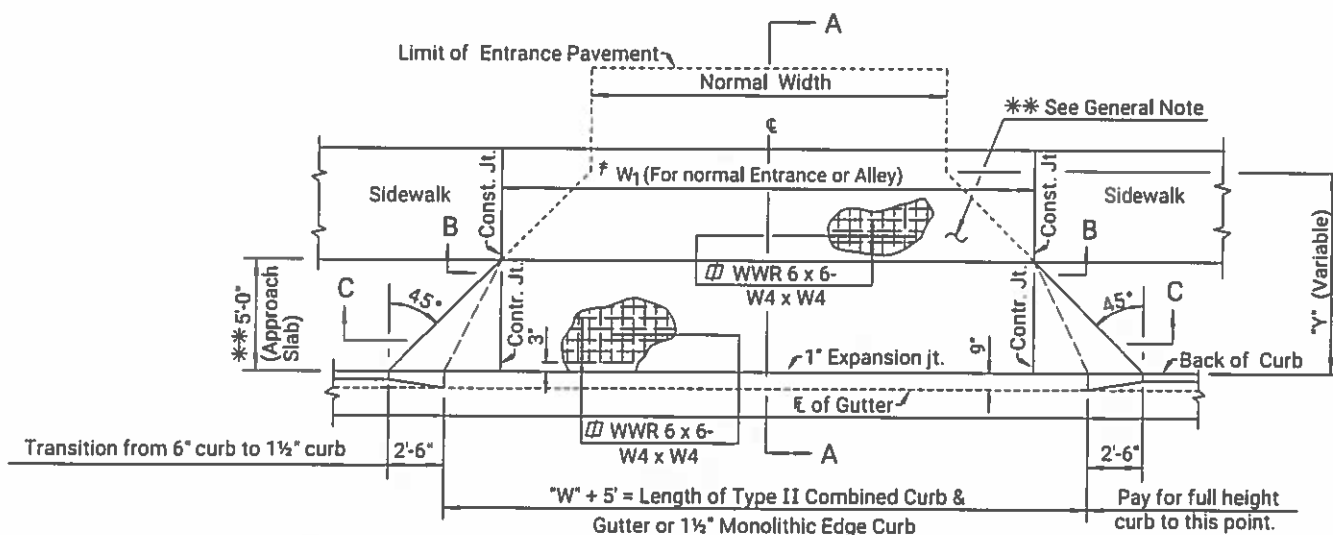
Welded wire can be substituted with a macro fiber. See KDOT Standard Specifications for macro fiber and dosage requirements.

Where sidewalk is constructed through an entrance slope sidewalk toward the street at 2% or flatter.



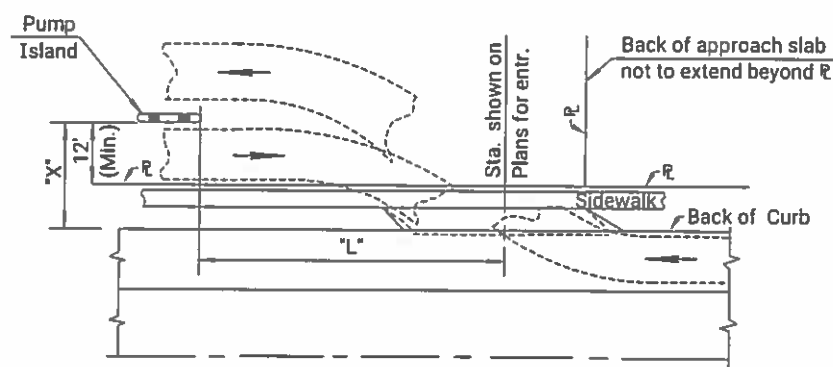
TYPICAL PLAN FOR SKEWED ENTRANCE PAVEMENT

* 45° to 90° for one-way operation
60° to 90° for two-way operation



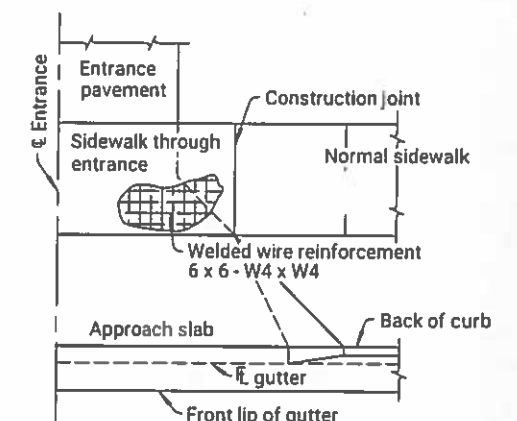
TYPICAL PLAN FOR NORMAL ENTRANCE PAVEMENT

* Note: Value of "W" for Normal entrance.
13' min. for Private entrance.
16' min. for Alley.
40' max.



TYPICAL LOCATION SKETCH FOR SKEWED ENTRANCES

Where "X" = 20', then "L" = 55'
Where "X" = 25', then "L" = 60'
Where "X" = 30', then "L" = 65'
Where "X" = 35', then "L" = 68'
Where "X" = 40', then "L" = 70'



REINFORCEMENT DIAGRAM
SIDEWALK THROUGH ENTRANCE

See Std. Drawing RD725 & RD725A for additional sidewalk details.

09	10-31-17	Joint Fiber Type C Added	A.L.R.	SWK.
08	02-23-17	Rev. Gen. Note	T.T.R.	SWK.
07	10-20-10	Add macro fiber opt., General note	SWK.	J.Q.B.
NO	DATE	REVISIONS	BY	APPD

KANSAS DEPARTMENT OF TRANSPORTATION

ALLEY & ENTRANCE PAVEMENT

2005

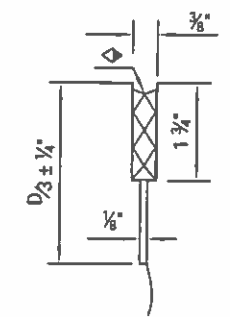
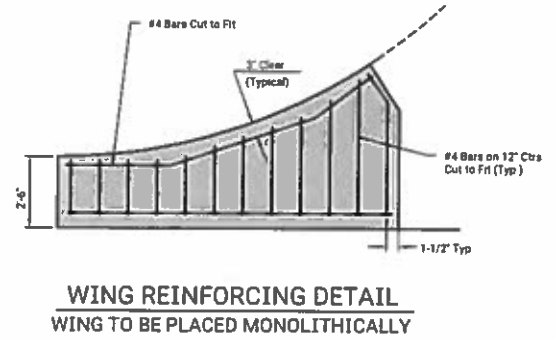
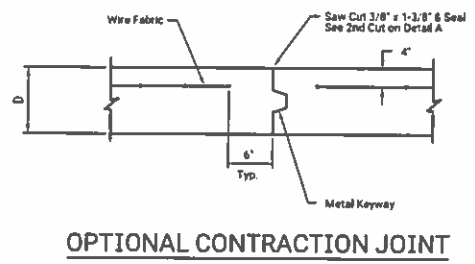
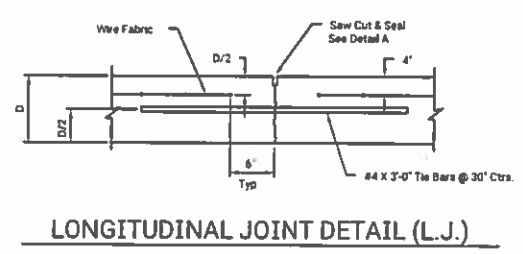
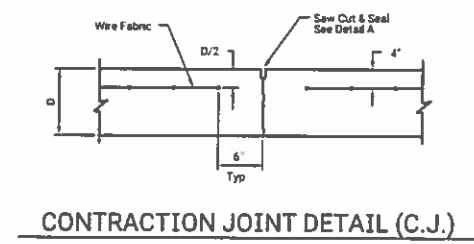
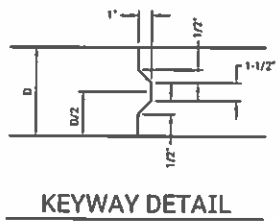
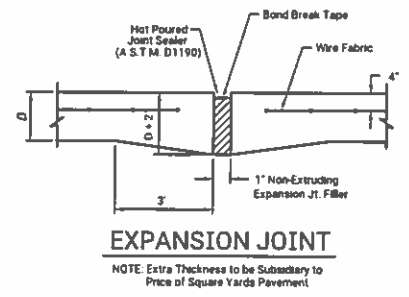
FHWA APPROVAL		03-05-18	APP'D	Scott W. King
DESIGNED	DETAILED	QUANTITIES	TRACED	
DESIGN CK	DETAIL CK	QUAN CK	TRACE CK	

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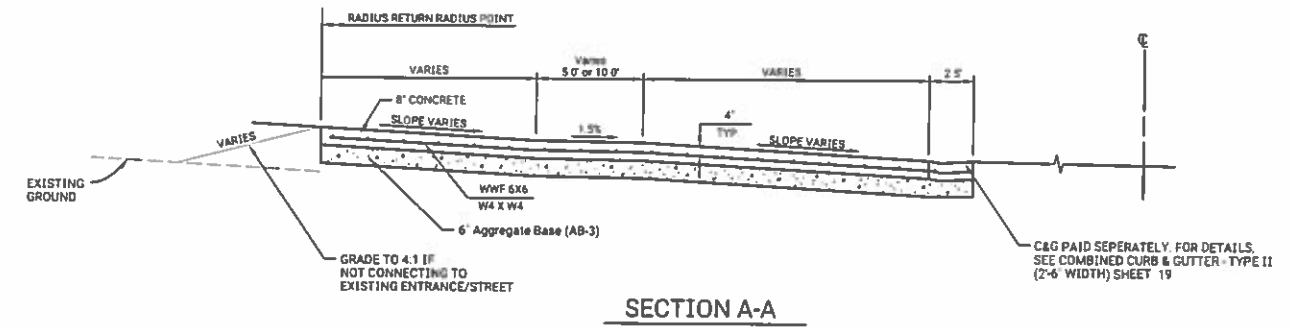
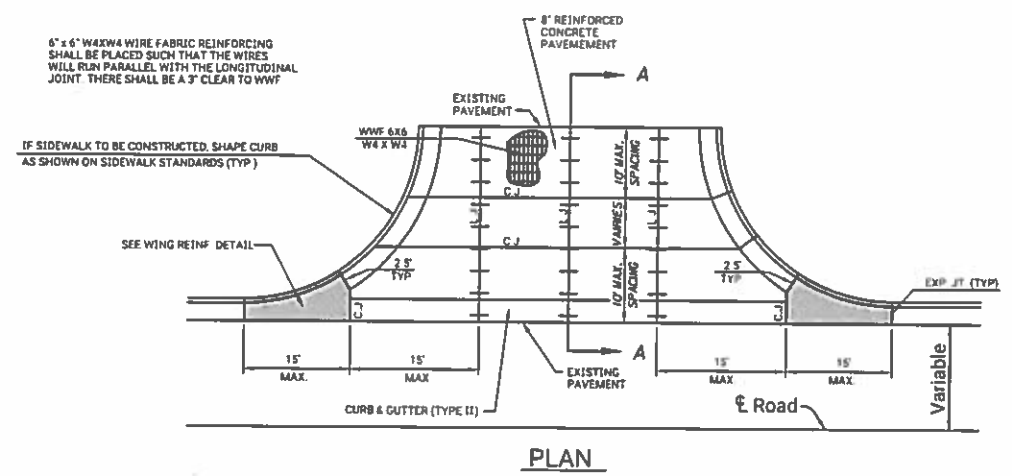
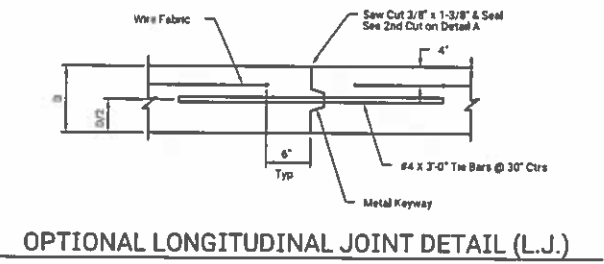
DATE	
BY	
REFERENCES NOTED	
REFERENCES CHECKED	

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 Plotted : 6/18/2024

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	21	114



The 1/8" saw cut (D/3 ± 1/4" depth) shall be done initially; the 3/8" saw cut shall be accomplished in a separate operation after concrete has gained sufficient strength to avoid spalling as determined by the Engineer.
 ♦ All sawed joints on this project shall be filled in accordance with the Standard Specifications.

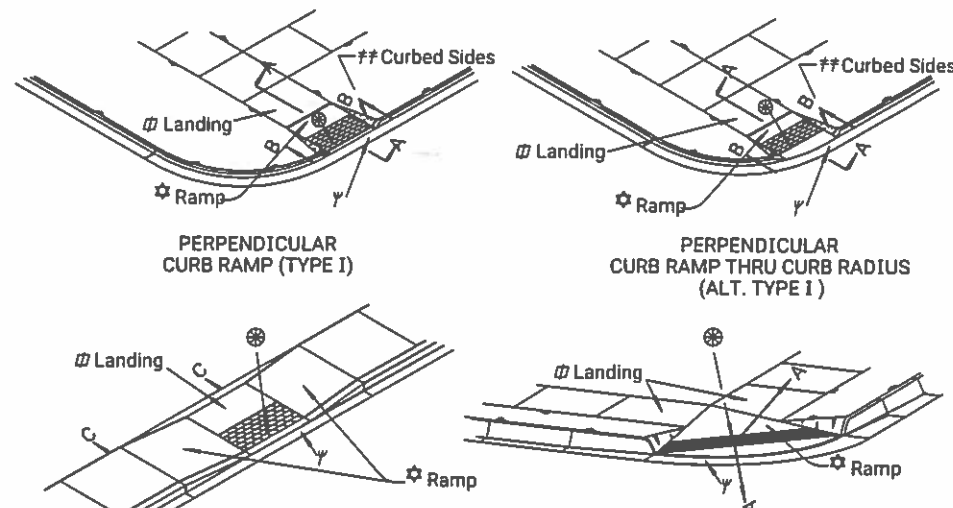


8" REINFORCED CONCRETE PAVEMENT DETAIL
 Reinforced concrete pavement shall be of 8" uniform thickness, with welded wire reinforcement. Approximate weight of welded wire per 100 sq. ft. reinforcement = 58 lbs.
 Where entrance pavement, alley, and/or valley gutter is the only pavement on the project, Concrete Grade 3 0 (AE) may be used.

KANSAS DEPARTMENT OF TRANSPORTATION
 REINFORCED CONCRETE PAVEMENT
 DETAILS

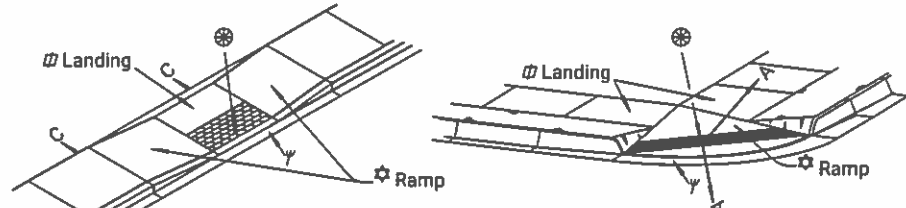
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Plotted : 6/18/2024
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STATE	PROJECT NO.	YEAR	SHEET NO	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	22	114



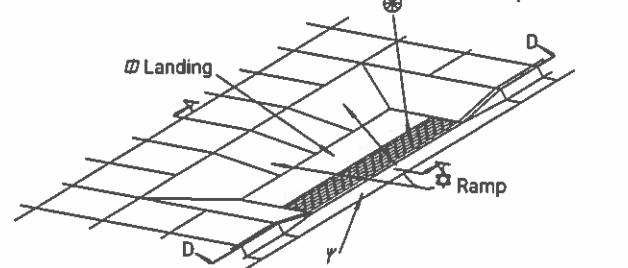
PERPENDICULAR CURB RAMP (TYPE 1)

PERPENDICULAR CURB RAMP THRU CURB RADIUS (ALT. TYPE 1)



PARALLEL CURB RAMP (TYPE 2)

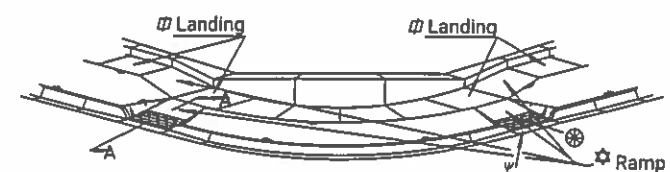
PARALLEL CURB RAMP THRU CURB RADIUS (ALT. TYPE 2)



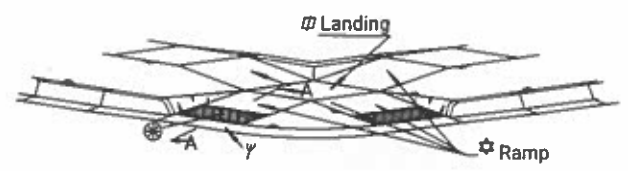
BLENDED TRANSITION (TYPE 3)



BLENDED TRANSITION THRU CURB RADIUS (ALT. TYPE 3)



COMBINATION PERPENDICULAR/PARALLEL CURB RAMP (TYPE 4)



COMBINATION PERPENDICULAR/PARALLEL CURB RAMP (ALT. TYPE 4)

Expansion Joint (1/4" Redwood board) placed at either back of curb line, at sidewalk back of curb line, or at sidewalk line. Alternate expansion joint material may be used as approved by the Engineer.

Expansion joint (1/4" Redwood board) located as shown. Alternate expansion joint material may be used as approved by the Engineer.

The minimum width of newly constructed sidewalk is 5'-0". Where existing conditions prohibit the use of 5'-0" wide sidewalk, 4'-0" wide sidewalk may be used. Where sidewalk width is less than 5'-0" construct 5'-0" x 5'-0" passing spaces located at 200' intervals (max) as shown in the Passing Space Detail. In general, where new sidewalk is constructed parallel or adjacent to a roadway the sidewalk running slopes will match the grade of the adjacent roadway.

New construction ramp running slopes are 5% (min) to 8.3% (max). Ramp slopes for blended transitions are 5% or flatter. The maximum allowable ramp cross slope is 2% or flatter. Match the ramp width to the width of the approach sidewalk. Curb ramp lengths will vary with curb height. Curb ramp lengths are 5'-0" (min) to 15'-0" (max). All other ramp lengths are 5'-0" (min) to 30'-0" (max). Where roadway grades are relatively flat and curb ramp lengths will exceed 15'-0", ramps may be constructed in succession to tie into existing sidewalk. Maintain ramp slopes and dimensions as previously stated and install a landing between successive ramp runs.

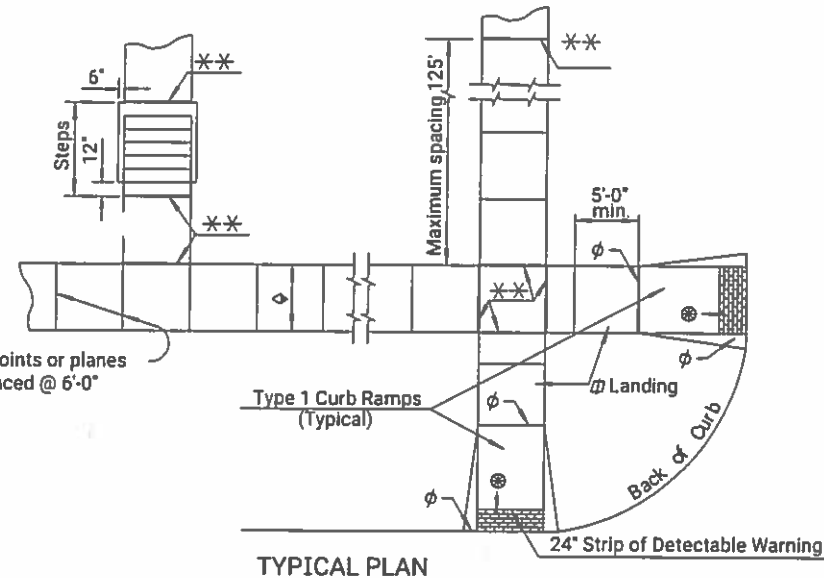
Use a landing slope of 2% or flatter. Landings are the same width as ramps and adjacent sidewalk with a length measured in the direction of the street crossing of 5'-0" (min). Landings are not required where the ramp running slope is 5% or flatter.

Use a counter slope of 5% or flatter at the base of curb ramps. Refer to Standard Drawing RD725A for additional curb and gutter details.

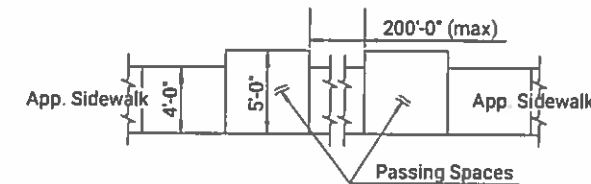
Detectable warning installation is typical and required on Perpendicular Ramps (Type 1), Parallel Ramps (Type 2), Blended Transitions (Type 3), median ramp crossings with widths greater than or equal to 6'-0", and other locations as shown in the plans. Install detectable warnings parallel to pedestrian travel except where otherwise shown in the plans. See Standard Drawing RD725A for additional details.

Use flared sides in place of curbed sides as shown in Flared Side Alt. when not located adjacent to landscaping, street furniture, chains, fencing, or railing. Curbed sides are not permitted within the pedestrian access route. See PROWAG for pedestrian access route definition.

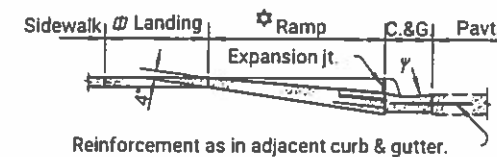
Construction joints or planes of weakness spaced @ 6'-0" ctrs. or less.



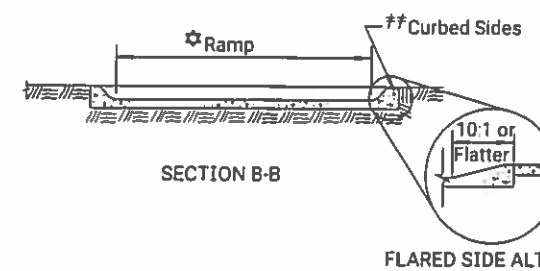
TYPICAL PLAN



PASSING SPACE DETAIL



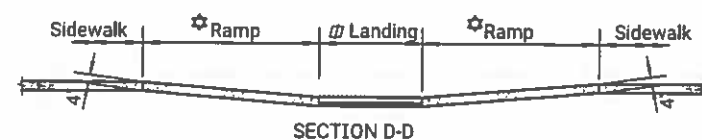
SECTION A-A



SECTION B-B



SECTION C-C



SECTION D-D

GENERAL NOTES

Construct sidewalk and ramps in accordance with the current Public Rights of Way Accessibility Guidelines (PROWAG).

The details depicted here may not be appropriate for all locations. Construct 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 in accordance with PROWAG.

Details shown on this sheet apply to newly constructed and existing sidewalk and ramps where roadway alteration projects take place. See KDOT's Standard Specifications for additional information.

Provide ramps at all corners of street intersections where there is an existing or proposed sidewalk and curb. Provide curb ramps at mid-block walk locations for hospitals, medical centers, and athletic stadiums.

Locate ramps as shown on the plans or as directed by the Engineer. Do not place drainage structures in line with ramps except where existing drainage structures are being utilized in the new construction. Ramp locations should take precedence over the location of drainage structures. 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. Limit drainage across ramps where practicable.

Construct ramps with uniform grade free of sags and short grade changes. Place 1/4" Redwood expansion joints flush with the surface at a maximum spacing of 125'. Place 1/4" Redwood expansion joints at sidewalk junctions, see plan details. Where sidewalk abuts a curb place 1/4" Redwood board expansion joint flush with the surface.

Place 1/2" premolded (Type B or C) joint filler where sidewalk is parallel and adjacent to a rigid surface.

Place sidewalk shown to be constructed in back of an entrance 6" thick with welded wire mesh reinforcement. Gauge and spacing of wires are the same as entrance pavement (See Reinforcement Diagram). The bid item will be "Sidewalk Construction" either with or without air entrainment. Macro fiber reinforcement may be substituted for welded wire. See KDOT's Standard Specifications for additional information. Slope sidewalk toward the street at 2% or flatter. Slope or depress sidewalk where necessary to fit alleys and entrances, see plans for details.

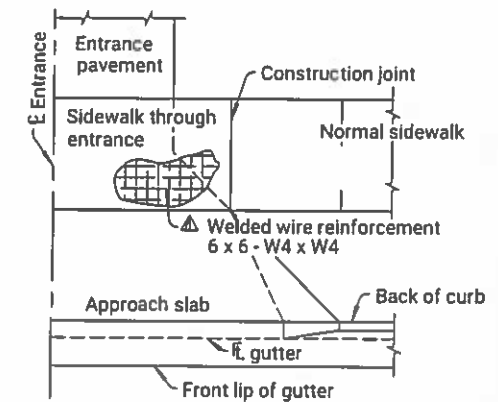
Contractor may opt to use Concrete Grade 3.0 (AE) throughout for construction of steps, but all work and materials are paid for under the bid item "Grade 3.0 Conc. (Misc.)".

All work and materials needed to construct sidewalk will be paid for under the bid item "Sidewalk Construction".

All work and materials needed to construct ramps will be paid for under the bid item "Sidewalk Ramps".

See Standard Drawing RD725A for additional information. Ramps shall be present at each end of a crosswalk.

For handrails with steps see Standard Drawing RD725B for details. For handrails with ramps see Standard Drawing RD725C for details. For alley and entrance pavement see Standard Drawing RD726 for details.



REINFORCEMENT DIAGRAM
SIDEWALK THROUGH ENTRANCE

NO.	DATE	REVISIONS	BY	APPD.
13	10-31-17	Joint Filler Type C Added	A.L.R.	S.W.K.
12	2-29-17	Rev. Ramp Typ., Gen. Note, & Details	T.T.R.	S.W.K.
11	10-17-11	Revised General Note	S.W.K.	J.O.B.
10	5-23-11	Revised notes	S.W.K.	J.O.B.

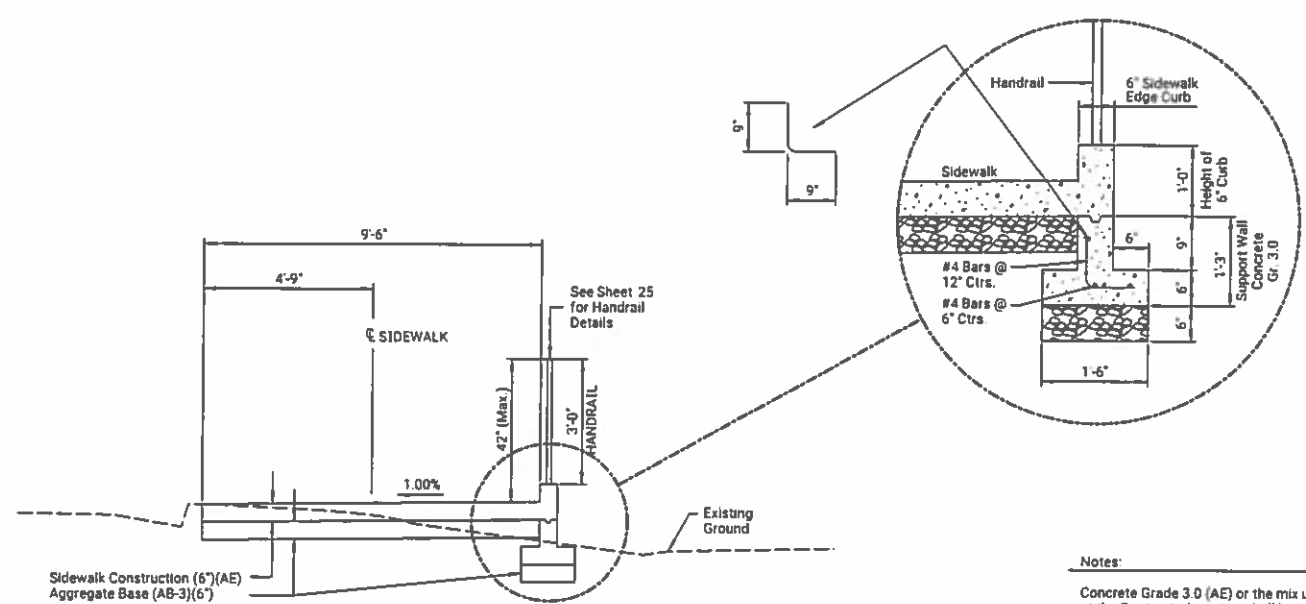
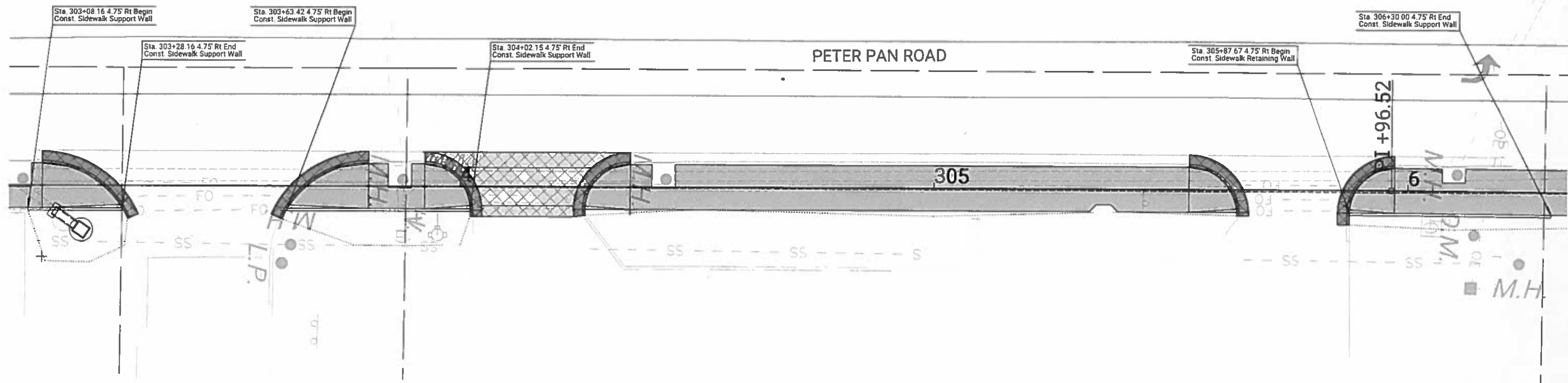
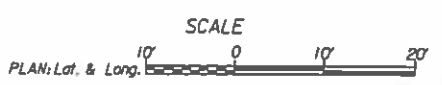
KANSAS DEPARTMENT OF TRANSPORTATION			
SIDEWALK, RAMPS, & STEPS			
RD 725			
DESIGNED	3-5-2018	APPD.	SCOTT W. KING
DESIGNED	3-5-2018	QUANTITIES	TRACED
DESIGNED	3-5-2018	QUANT. CK	725
DESIGNED	3-5-2018	TRACE	CK

CADconform Certify This File

DATE	BY	REFERENCES NOTED	REFERENCES CHECKED

Drawn By : Road
 File : pw:\hqw\win01.a-e.transyscorp-pw1\Documents\Projects_2022\IN112112220010\Road\Standard Sheets\C-0010-SPW1.dgn
 Plotted : 6/18/2024

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	160-63 TE-0521-01	2024	24	114



TYPICAL SIDEWALK SUPPORT WALL
 N.T.S.

Notes:
 Concrete Grade 3.0 (AE) or the mix used in the Concrete Pavement, at the Contractor's option shall be used for Sidewalk Support Wall.
 All Steel Shall be Grade 60.
 All materials & labor (Excluding Steel) required to construct the Sidewalk Support Wall shall be **SUBSIDIARY** to the bid item "Concrete Grade 3.0 (AE)" and is calculated at 1.125 CF per linear foot of Support Wall.

LEGEND

	SIDEWALK
	CURB OR CURB AND GUTTER
	ENTRANCE
	ROCK EXCAVATION

KANSAS DEPARTMENT OF TRANSPORTATION
SIDEWALK SUPPORT WALL DETAILS



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 13, 2025

Department Admin

Director Approval David Cowan

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

SUMMARY RECOMMENDATION Authorize the agreement.

BACKGROUND Each year, the City contracts for the annual 4th of July Fireworks Display and secures additional liability insurance for this event, which is currently covered by our existing carrier.

Last year, the Independence Rotary Club volunteered to lead the fundraising effort for this community event, successfully raising \$19,641. Rotary has again agreed to lead this fundraising effort for the 2025 show, but there is no guarantee that fundraising efforts will fully cover the total cost, and any shortfall will continue to be covered by the City. The Rotary Club Board recommended approving the attached contract, which proposes a \$21,000 fireworks show, maintaining the same shell count as last year.

FINANCIAL INFORMATION The contract cost is \$21,000, which requires a 25% (\$5,250) deposit to be submitted along with the signed contract. The intent is to reimburse the cost of this contract with donations. However, if donations fall short, the difference is funded through the General Fund. Last year, the City paid \$859.21.

SUGGESTED MOTION I move to authorize the Mayor to sign a contract with Rainbow Fireworks for the 2025 4th of July Fireworks display.

SUPPORTING DOCUMENTS

1. City of Independence
2. Cover Ltr - City of Independence 2025
3. 2025 Contract - City of Independence



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

February 3, 2025

City of Independence
Attn: Fred Meier
120 N. 6th Street
Independence, KS 67301

RE: Proposal for the City of Independence fireworks display show:

July 4, 2025 – \$21,000.00

Aerial Shells

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

- This show will provide a continuous entertaining show with a defined opening and a phenomenal finale. Shell breaks adding to **702**. We use high quality shells that are all crowd pleasers.

This will include:

- Specialty shells that vary from single or double hearts, golden spiders, smiling faces, mickey mice, different color willows, golden horsetail, palm trees, blue mushrooms, and brocade crowns.
- Multiple types of cakes: fan-shape, z-shape, w-shape, mixed effects, and straight.
- A trained operator with a license issued by the State of Kansas
- Electronic firing
- All equipment and materials needed for the show
- Transportation to the site
- A \$5million certificate of general liability insurance
- A \$5million certificate of auto liability insurance
- Permits or licensing if needed

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

Sincerely,

Stephanie Ukele

Stephanie Ukele
President
Rainbow Fireworks, Inc



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

February 6, 2025

City of Independence
Attn: Fred Meier
125 North Penn
Independence, KS 67301

I am enclosing a FIREWORKS PRODUCTION CONTRACT for the July 4, 2025, fireworks celebration. We are excited to be your fireworks provider for another year. We love being in the entertainment business through the production of a fireworks show for your organization. Our pledge is to provide you with the most awesome and entertaining show for your budget.

Please read through the contract, and if you have any questions about the process or the contract, please do not hesitate to contact me on one of the above numbers. If everything is acceptable, please sign a copy and return the contract to us along with the required 25% deposit.

Sincerely,

Karen West

Karen West
Administrative Assistant
Rainbow Fireworks, Inc.

Cc: File

Enclosures



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

FIREWORKS PRODUCTION CONTRACT

This contract is entered into this 6th day of February, 2025 by and between **Rainbow Fireworks, Inc.**, designated herein as the “**SELLER**” and **CITY OF INDEPENDENCE**, designated herein as the “**PURCHASER**” of one Display Fireworks, UN0335, Explosives 1.3G Production to be held on the 4th day of July, 2025.

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

ONE (1) DISPLAY FIREWORKS, UN0335, EXPLOSIVES 1.3G PRODUCTION has been agreed upon by **PURCHASER AND SELLER** in the sum of Twenty-one Thousand Dollars and no/100 cents (\$ 21,000.00). It is agreed and understood that the **PURCHASER** will pay to the **SELLER** twenty-five percent (25%) of the show cost deposit in the sum of Five Thousand Two Hundred Fifty Dollars and no/100 cents (\$ 5,250.00) to be paid with the submission of the signed contract. It is also agreed and understood that the **PURCHASER** will pay to the **SELLER** the balance of Fifteen Thousand Seven Hundred Fifty Dollars and no/100 cents (\$ 15,750.00) within ten (10) days after the date of the display.

In the event of inclement weather or other adverse conditions, so as to cause postponement of the display, it is agreed and understood that the **PURCHASER** will notify the **SELLER** regarding the postponement date, normally the following night. If **PURCHASER** will not re-schedule the display and completely cancels the display, the **PURCHASER** agrees to pay the **SELLER** fifteen percent (15%) of the show cost for the expense deposit in the sum of Three Thousand One Hundred Fifty Dollars and no/100 cents (\$ 3,150.00). The expense deposit will cover the Out-of-Pocket Expenses, labor cost, and fees which have been incurred up to the point of cancellation; and the balance will be refunded.

Witness whereof, we have caused our signatures to be affixed to this document, on this _____ day of _____, 2025.

SELLER:

RAINBOW FIREWORKS, Inc.

By: Stephanie Ukele

Authorized Agent

PURCHASER:

CITY OF INDEPENDENCE

By: _____

Authorized Agent



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 13, 2025**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider authorizing an agreement with the Sports Car Club of America, Inc. (SCCA) to hold a racing event at Independence Municipal Airport on April 4-6 and September 19-21, 2025.

SUMMARY RECOMMENDATION Authorize agreement.

BACKGROUND SCCA has again requested use of the southern apron area of Independence Municipal Airport on April 4-6 and September 19-21, 2025 for the purpose of holding a motoring event. These events differ from the Airstrip Attack in that they would not require closure of any runway and are generally not a spectator event.

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

These events will require FAA approval.

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

FINANCIAL INFORMATION Overtime will be required for two airport employees, which will be reimbursed. Per the agreement, SCCA will pay \$500/day to lease the premises.

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

SUPPORTING DOCUMENTS

1. SCCA Commercial Ground Lease 2025 v0206-Independence

COMMERCIAL GROUND LEASE

This Ground Lease is executed this _____ day of _____, 2025, 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 identified in green 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) April 4th through April 6th with set-up beginning at 5:00 p.m. on April 4th, and with tear down to be complete by 10:00 p.m. on April 6th. If required, Security shall begin at 7:00 a.m. on April 5th and continue during the time the participant competition takes place.

b.) September 19th through September 21st with set-up beginning at 5:00 p.m. on September 19th and tear down complete by 10:00 p.m. on September 21st. If required, Security shall begin at 7:00 a.m. on September 20th and continue during the time the participant competition takes place.

3. **Rent.** During the 2025 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, if required 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 Kansas 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, Kansas Department of Environmental Quality, Kansas 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

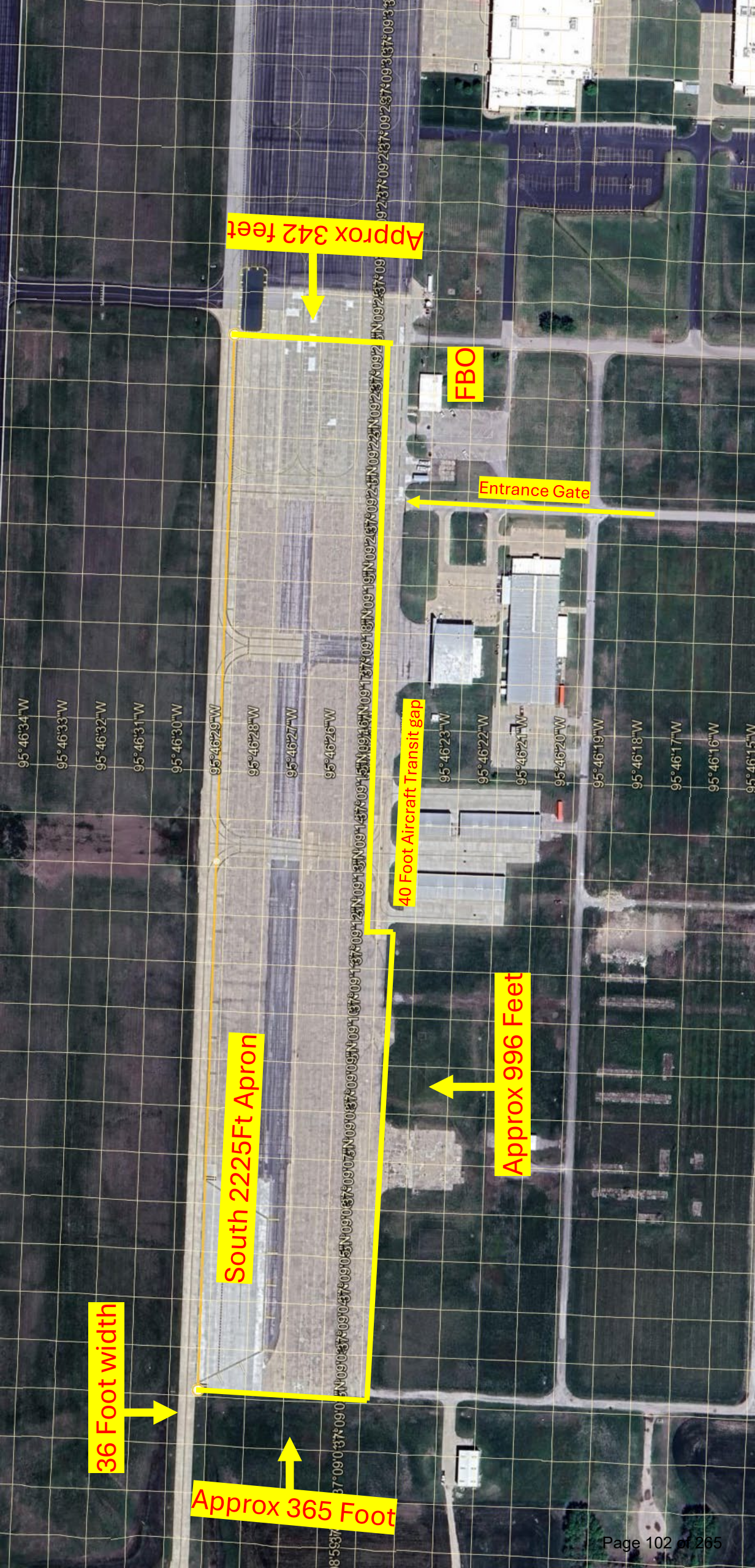
KANSAS REGION, SPORTS CAR CLUB OF
AMERICA INC.,
- Lessee

By: _____

Print: _____

Title: _____

Apron Layout and Measurements



Alpha Taxiway Measurements





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 13, 2025

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider approving a purchase of a 2024 Ford F-600 Bucket Truck for the Street Department from Palfinger.

SUMMARY RECOMMENDATION Approve purchase.

BACKGROUND The City of Independence solicited a quote through Palfinger Equipment Technology for a 2024 Ford F-600 Bucket Truck. Palfinger Equipment Technology, LLC. Is affiliated with Sourcewell; a cooperative purchasing program.

The Street Department utilizes a bucket truck in many capacities such as:

- tree trimming,
- traffic light repair/replacement,
- sign repair/removal/replacement, and
- setting up decorations for holidays downtown.

The Palfinger Equipment Technology Company provided the City of Independence with this quote for \$195,195.27. based on immediate availability and the ability to meet the exact specifications as listed.

The option of renting a bucket truck was also reviewed, and although one was found, rental fees are approximately \$50,000 per year, making the purchase financially prudent.

The existing bucket truck failed a previous inspection, with an estimated repair bill in the range of \$30,000. The existing bucket truck also had a lower capacity than the proposed truck, with a rated load of in the 300 pound range, while the new truck will have a 400 pound capacity.

The existing bucket truck will be auctioned at a future point.

FINANCIAL INFORMATION Purchase of a new bucket truck was previously budgeted in 2024 for \$127,000 out of Fund 12, Capital Reserves. The full cost of this purchase (\$195,195.27) will come from the Capital Reserve Fund.

SUGGESTED MOTION I move to approve the purchase of the new 2024 Ford F-600 Bucket Truck.

SUPPORTING DOCUMENTS

1. TEQ_MV2315_0_IndependenceKansas

2. Advertisement for Bid Street Bucket Truck



Equipment Technology, LLC
341 NW 122nd Street
Oklahoma City, OK 73114
Phone: 888-748-3841
Fax: 405-755-6829
E-mail: sales@eti1.com

QUOTATION

Quote ID: MV2315

Page 1 of 7

Customer: Independence Kansas

Quote Number: MV2315
Quote Date: 2/7/2025
Quote valid until: 3/9/2025
Customer Ref:

Contact:
Phone:
Fax:

Salesperson: House
Prepared By: mvigar

QTY	DESCRIPTION
	Chassis Info - Purchased by ETI
1	2024 Chassis
1	FORD F-600 TRUCK CHASSIS 4X4 22,000 lb. GVWR 84" Cab To Axle (169" Wheelbase) 6.7L Diesel Engine 10 Speed Automatic Transmission with PTO opening 225/70RX19.5 Max Traction Tires Rear Fuel Tank Painted Oxford White AM/FM Stereo Radio Air Conditioning Engine Block Heater Extra Heavy front suspension package, Order code 67X Limited Slip rear axle 6 Upfitter Switches Exhaust Extended to Edge of Body
1	Relay box & bracket for Ford Regular Cab builds ***MOUNTED BEHIND DRIVER'S SEAT***
	Equipment Technology, LLC Aerial Device ETC Series Combination: Articulated / Telescopic Shear Ball Rotation Bearing Body Harness with Deceleration Lanyard Two Operators and Maintenance Manuals ETCMH40IH *45' 0" Working Height *40' 0" Ground to Bottom of Bucket 30' 3" Side Reach with End Mount Bucket Continuous Rotation Fiberglass Inner Boom Hoses Inside Boom Are Contained in a Cat Trac Emergency Upper Boom Controlled Descent Valve *Based on 40" chassis frame height
1	Lower Boom Assembly with fiberglass insert for ETCMH40IH.
1	Upper Boom for ETCMH40IH with 1000# lift eye near end of outer boom.
1	Bucket bracket with 180 degree bucket rotator and top-mount jib mounting provisions.
1	Pedestal (Standard 42.25")



Equipment Technology, LLC
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 Oklahoma City, OK 73114
 Phone: 888-748-3841
 Fax: 405-755-6829
 E-mail: sales@eti1.com

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QTY	DESCRIPTION
1	Turret assembly for ETCMH40IH.
1	Reservoir, 15 gallon, floor mounted in the SS front corner of the load area.
1	Emergency Power at basket
1	Start/Stop at basket
1	2-Speed Throttle at basket
1	Switch at lower controls wired to unit options
1	Switch at rear of body wired to unit options. Locate at standard SS position.
1	Hydraulic Jib and Winch Package Hydraulic Tilting Jib Mounted on top of Boom Manual Jib Extension Manual Jib Rotation Hydraulic Winch Mounted Over Jib 60' x 1/2" Winch Line with Swivel Hook Remote Winch Control at Lower Controls
1	Non-Metallic, Single-Handle Control with Joy Stick winch control and Hydraulic Tool Circuit with flow divider and pressure relief. 4-Function
1	Dielectrically test upper controls per ANSI 92.2 Reference ANSI 92.2 Section 5.4.2.6
1	Powder Paint White with ETI Powder Coating Process
1	Bucket, 24 X 30 Left Step, Right studs for control bracket mounting.
1	Standard 400 pound bucket capacity (350 with bucket liner) for ETC40MH.
1	Jib capacity for ETC40MH. 300 pound minimum capacity, 1000 pound maximum capacity.
1	Hose kit for ETC40MH equipped with a top-mount jib and standard bucket bracket.
1	PTO & Hydraulic Pump (7.0 GPM@1200RPM) ***REQUIRES PTO OPENING ON TRANSMISSION***
1	2023+ Ford Superduty Start/Stop/E-power control module package
1	Outrigger A-Frame A-Frame Outrigger assembly mounted between body and truck and cab The outrigger valves will be mounted inside the outrigger covers. For 30" and above frame heights. 34 1/8" wide frame.
1	Outrigger/boom Interlock with covers
1	Two DICA polyurethane outrigger pads, 18"X18"X1"
1	Storage brackets for outrigger pads under the front compartments on both sides. For pads up to 20" X 20" X 3" tall.
1	Stabilizer Bar, Under Frame on 2017+ Ford F-350/450/550/600 Diesel chassis
1	Ford F450/550 Sumosprings for front Supersprings for rear
1	Two Inclinometers One centered in cab in view of driver One CS rear - right of Triple ID Light
1	High Pressure In-Line Hydraulic Filter
1	Extra Hydraulic filter for Aerial Device (Shipped Loose)
1	Palfinger Aerial Body - Galvanneal Steel



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QTY	DESCRIPTION
	132" Length 96" Width 20" Deep Compartments 56" Load Area Width 40" Side Compartment Height 25" Compartment Height Above Load Area Floor Steel Treadplate Floor Recessed Whale Tail Door Handles - Keyed alike SS1 and CS1 Compartment Size: 29" SS2 and CS2 Compartment Size: 24" SS3 and CS3 Compartment Size: 46" SS4 and CS4 Compartment Size: 33" Full Length Shelf with Rear Access Door in Curb Side Pack Master Lock System with two handles at the rear Rubber fenderette around wheel wells
1	PAB 36" Long Tailshelf Smooth plate entryway steps on curbside with grip strut step underneath. Hand rail on left hand side of entry Through box in tailshelf with a 8" x 17.5" wide opening. Access doors on both side with whale tail latches -keyed alike at the body Receiver tube at the rear (MGTW 10,000#, MAX TONGUE WEIGHT 1,200#) (CLASS IV)
1	Paint body standard White (132)
1	Non-skid coating on body front walls, compartment tops, load area walls and floor, tailshelf floor, and tailshelf entry step
1	Rear outrigger covers in the tailshelf area.
1	Face plate package for outrigger control covers at the rear of the body. Cutouts for indicator lights
1	Body Mounting Kit, MH Body, Ford 84 CA.
1	Install 8 strips of 31.5" LED Strip light. On/off switch in the cab. Mount vertically in all full vertical compartments and at the top of compartment in the two horizontal compartments.
1	Tailboard, Composite, Yellow, Drop-in
1	Mudflaps installed.
1	Light Panel for Tailshelf. Centered cutout for backup camera.
1	Reinstall chassis backup camera system
1	Adapter bracket for backup camera to the tailshelf
1	FMVSS Standard Light Package Body Clearance Lights - Red/Amber LED Stick on Body Reflectors Backup Lights - LED Tail Lights - LED (stop/tail/turn) with 4989MINI Tag Light Triple ID Lights - LED Entryway Light - Peterson model # 397 LED
1	4 Amber surface mount strobes 2 located on front grill of chassis, SS and CS 2 located on rear tail channel, SS and CS
1	Boom Support and Bucket Support, Bolt-on.
1	No Counterweight Required for Stability
2	SS1-Adjustable Shelf with 2 dividers
2	SS2-Adjustable Shelf with 2 dividers
1	SS3-Adjustable Shelf with 8 dividers



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	QTY	DESCRIPTION
	1	SS4-Adjustable Shelf with 2 dividers
	1	CS1-Adjustable Shelf with 2 dividers
	1	CS2-Adjustable Shelf with 2 dividers
	1	CS3-Blank
	1	CS4-33" Compartment, Swivel Material Hooks arranged 2-3-2. Each hook has 5 possible fixed positions
	2	10 pack of extra shelving dividers. Ship loose the SS1 compartment.
	1	7 Blade trailer socket in bumper mounting hole.
	1	Trailer Wiring Harness Adapter – 7 Blade to 6 Prong round trailer socket. *SHIP LOOSE*
	1	Wheel chocks (2) with hair pin metal handle. 8Wx10Lx5.5H with 5 inch handle
	1	Unit Safety Switch - Parking brake must be set before unit will operate
	1	400 Lb Basket Capacity (with outriggers down)
	1	Bucket Cover with foam insert for 24X30 bucket
	1	24X30 Bucket Liner-polyethylene
	1	Multi-point Stainless steel grounding lug attached to tailshelf. (Standard location is CS Tailshelf rib)
	1	Two amber strobe lights. ***SEE BUILD DWG***
	1	DOT Kit -- 5 LB. ABC fire extinguisher mounted in cab if there is no interference. Triangle Warning Kit, Spare fuses for 2017+ Ford truck Required per Federal Motor
	1	Deliver to OKC, OK
	1	Headache rack on front of body
	1	Two amber strobe lights with headache rack mounting plates. ***Outboard***
	1	DOT inspection
	1	Warranty is one year parts and labor. Lifetime structural warranty on the aerial device so long as the initial purchaser owns the product.

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

- ♦ Quoted price does not include any applicable taxes.
- ♦ Quote valid for 30 days.
- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

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GENERAL TERMS AND CONDITIONS – EQUIPMENT TECHNOLOGY, L.L.C.
(Rev 4.21)



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GENERAL

These terms and conditions, together with (a) such plans, specifications or other documents as are incorporated by reference on the face of this document and (b) such additional terms as are approved in writing by Equipment Technology, L.L.C. ("Seller") are the complete and exclusive terms and conditions applicable to the agreement between Seller and Buyer (the "Agreement"). They apply to the order, regardless of any language to the contrary appearing on Buyer's purchasing documents. Seller's acceptance is conditioned upon Buyer's assent to these terms and conditions, including additional and different terms and conditions. Seller is not bound by Buyer's terms and conditions unless expressly agreed to in writing. In the absence of written acceptance of these terms and conditions by Buyer, either acceptance of, or payment for, the Products will constitute the Buyer's acceptance. Any different or additional terms or conditions in any of Buyer's purchasing documents will be deemed material alterations, are rejected and are null and void and superseded by these terms and conditions. As used herein, "Products" means the equipment, spare parts, components, products and/or accessories and related documentation to be delivered to Buyer under the Agreement and "Buyer" means the entity whose name and address appears on a purchase order or other purchase document as the purchaser of the Products.

PRICE

Except as provided on the face of this invoice, the price stated is (a) based on U.S. dollars, (b) Ex Works-Oklahoma City, Oklahoma (INCOTERMS® 2020) or Seller's agent, and (c) net, without deductions whatsoever. Unless separately stated on the order acknowledgment, all additional costs, including, but not limited to, charges for freight, packing, carriage, and insurance will be borne by Buyer. If Seller assumes an additional cost, Seller reserves the right to adjust its price should the basis for such additional cost change.

SECURITY

Buyer hereby grants to Seller a security interest in the Products sold hereunder together with the proceeds therefrom (and the right to repossess them) to secure payment of the price for such Products until the purchase price is paid in full and agrees, and appoints Seller its agent, to take all such action and to execute and file all such documents and instruments (including, but not limited to, UCC-1 financing statements) as may be necessary or reasonably requested by Seller to perfect and continue Seller's security interest hereunder.

TAXES

Seller's prices are exclusive of any federal, state, provincial or local property, license, privilege, sales, use, excise, gross receipts or other taxes imposed upon, or measured by, the transaction, the Product, its sale, its value or its use, or any related services. Buyer will pay or reimburse any such taxes which Seller or Seller's subcontractors or suppliers are required to pay.

TERMS OF PAYMENT

Except as provided on the face of this document, payment is due to Seller within 10 days of the invoice date. Interest is payable on overdue amounts from the date(s) due, at the rate of 12% per annum, calculated and payable monthly, but in any event no higher than the highest rate permitted by law. For purposes of interest accrual, Seller is not required to give formal notice of late payment.

Payment of interest does not release Buyer from its obligation to make payments when due. If in the judgment of Seller, the financial condition of Buyer, at any time prior to Product shipment, does not justify the continuance of the work to be performed by Seller or the terms of payment specified, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under bankruptcy or insolvency laws, Seller may cancel any order then outstanding at a time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges and expenses.

DELIVERY

Delivery dates are approximate and may be reasonably extended by Seller, if: (a) information required from Buyer to execute the order is not received in a timely manner, (b) changes which delay delivery are mutually agreed upon, (c) Seller is not able to make timely delivery by reason of hindrances which, despite due care, Seller cannot avoid (inclusive of those occurring in the works of its subcontractors and major suppliers), such as natural catastrophes, epidemics, pandemics, quarantine restrictions, acts of civil or military authority, mobilization of armed services, war, acts of terrorism, riots, strikes, boycotts, picketing, lock-outs or other disturbances, serious breakdowns, accidents, labor conflicts, delay or deficient delivery of necessary raw materials or semi-manufactured and manufactured products, the need to scrap important components due to defective casting, lack of capacity, or transport difficulties, (d) Buyer is behind schedule with work which it has to carry out, or (e) Buyer is late in fulfilling its contractual obligations (including, but not limited to, failure by Buyer to observe the terms of payment). Equipment and other large items may at Seller's option be shipped by truck if the destination is in the continental USA or in contiguous countries, unless otherwise requested in writing by Buyer. Delivery dates are based upon the stated shipment date from Oklahoma City, Oklahoma or Seller's agent, and are dependent upon (a) the day on which a signed contract is received by Seller, (b) receipt of any advance payment due with the order, and (c) obtaining any required licenses and permits.

TECHNICAL DOCUMENTS; CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY

All technical documents are provided to Buyer on a confidential basis and remain Seller's exclusive property and Confidential Information. They may not be (a) copied or reproduced, (b) communicated to a third party, or (c) used for any purpose other than operation and maintenance of the Products purchased under this Agreement. Technical documents must be returned to Seller upon request. Information in technical documents is only approximate. Specifications may change and production tolerances have to be taken into account. Seller reserves all copyright and other intellectual property rights in its technical documents and other data provided to Buyer.

Buyer shall take all necessary precautions to prevent an unauthorized disclosure or use of Confidential Information by Buyer's employees, subagents or other intermediaries. As used herein "Confidential Information" means any and all designs, drawings, technical documentation, specifications, test results, performance data, business practices, procedures, improvements, know-how, inventions, reports, financial data or other information obtained by Buyer from Seller under the Agreement.

All intellectual property rights related to the Products delivered by Seller, including, without limitation, any and all patents, trademarks, copyright, know-how, Confidential Information, software, drawings and/or documentation or data included in, with or comprising such parts and equipment ("IP Rights"), and all ownership rights in and to the IP Rights shall remain solely and exclusively with Seller or its licensor(s), as applicable. The IP Rights shall not, without the prior written consent of Seller, be used for any other purpose than that for which they were provided for and may not be copied, reproduced, transmitted or communicated to a third party. Seller shall not be obligated to provide any manufacturing drawings of the Products to Buyer or any other information to the extent that Seller considers such information commercially sensitive.

BUYER'S SPECIFICATIONS

If Buyer provides any specifications or designs for Products, Buyer will indemnify Seller for all claims, costs and expenses (including reasonable attorney's fees and



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disbursements) from any patent, trademark or copyright infringement claim resulting from compliance with these specifications and designs. Seller will not be responsible for the accuracy or suitability of these specifications and designs or the performance of any products built in conformance with them.

INSPECTION AND NOTICE OF DEFECT

On receipt of the Products to be furnished, Buyer will inspect the Products for possible damage, obvious defects and for completeness. In the case of transportation damage, such damage will be noted by Buyer after notice as provided in subparagraph (a) or (b) above, (e) provides information set forth in any application, claim, schedule, certificate or other document furnished by Buyer that is materially inaccurate, and (f) ceases to function as a going concern, or makes an assignment for the benefit of creditors or any proceeding under any federal or state bankruptcy, receivership or insolvency laws is instituted by or against Buyer, or the liquidation, dissolution, merger or consolidation of Buyer occurs, or a receiver or trustee for Buyer or any of its assets or property is appointed or applied for. Termination will not release or affect, and this Agreement will remain fully operative as to, any obligations or liabilities incurred by Buyer prior to the effective date of such termination; provided that all payments from Buyer to Seller will become immediately due and payable on the effective date of termination without demand and Seller may deduct from any sums it owes to Buyer sums owed by Buyer to it. Any orders received from Buyer, whether or not accepted by Seller, which have not been shipped prior to Buyer's receipt of notice of termination or the effective date of termination or expiration, whichever occurs first, will only be shipped COD or cash in advance.

CANCELLATION; CHANGE ORDERS

Buyer may not cancel or change its order without Seller's written consent. Upon consent to cancellation, Buyer must immediately pay (a) all cost incurred by Seller, including overhead, and (b) a reasonable profit. Upon consent to a change, Buyer must immediately pay (a) all additional costs incurred by Seller, including overhead, and (b) a reasonable profit on such additional costs. All cancellation and change costs must be agreed upon prior to Seller's consent.

TERMINATION

Seller may terminate this agreement upon immediate written notice to Buyer, if Buyer: (a) fails to accept delivery of Products, (b) fails to cure a default in payment within 10 days after receipt of written demand, (c) fails to cure any other default within 3 days after receipt of written notice, (d) repeats any failure which is substantially similar to one previously corrected by Buyer after notice as provided in subparagraph (a) or (b) above, (e) provides information set forth in any application, claim, schedule, certificate or other document furnished by Buyer that is materially inaccurate, and (f) ceases to function as a going concern, or makes an assignment for the benefit of creditors or any proceeding under any federal or state bankruptcy, receivership or insolvency laws is instituted by or against Buyer, or the liquidation, dissolution, merger or consolidation of Buyer occurs, or a receiver or trustee for Buyer or any of its assets or property is appointed or applied for. Termination will not release or affect, and this Agreement will remain fully operative as to, any obligations or liabilities incurred by Buyer prior to the effective date of such termination; provided that all payments from Buyer to Seller will become immediately due and payable on the effective date of termination without demand and Seller may deduct from any sums it owes to Buyer sums owed by Buyer to it. Any orders received from Buyer, whether or not accepted by Seller, which have not been shipped prior to Buyer's receipt of notice of termination or the effective date of termination or expiration, whichever occurs first, will only be shipped COD or cash in advance.

RISK OF LOSS

Risk of loss or damage to the Product passes to Buyer upon delivery of the Product at the Ex Works point, regardless of whether (a) title has been passed to Buyer, (b) transport is arranged or supervised by Seller, or (c) erection or start-up is carried out under the direction or supervision of Seller.

WARRANTY

Seller warrants its Products to Buyer and guarantees its products to end-customers strictly in accordance with its standard written Consumer Warranty Policy, a copy of which will be provided to Buyer and is available at www.palfinger.com/en-us/terms-conditions (the "Consumer Warranty Policy") and the terms of this Warranty Section (together with the Consumer Warranty Policy, the "Warranty"). THIS WARRANTY IS EXCLUSIVE, IS THE SOLE WARRANTY OF SELLER, AND ALL OTHER WARRANTIES OF ANY KIND OR DESCRIPTION WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ARE EXCLUDED. SELLER ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, MODIFICATION, MISREPAIR OR MISAPPLICATION. Unless specifically agreed otherwise in writing, Seller makes NO WARRANTIES with respect to used or second hand Product(s) or to any non-Palfinger branded parts or products ("Third Party Parts"). Seller's sole obligation with respect to Third Party Parts shall be to transfer to Buyer the manufacturer's warranty for such parts, to the extent transferable.

Buyer shall promptly and at the latest within fourteen (14) days from the discovery of a defect, notify Seller in writing of any Product defect under the Warranty. If Buyer fails to give notice of such defect within the warranty period described in the Consumer Warranty Policy, Buyer shall lose all rights with respect to such defect. If defects in the Products may cause damage or danger, Buyer shall take all immediate measures, which are necessary to prevent or reduce such damage or danger.

The Warranty will not apply, and Buyer shall have no right or remedy and Seller shall have no liability or obligation under the Warranty, with respect to defects arising from (i) damage to the Product after delivery in accordance with the agreed Incoterm (ii) faulty or improper maintenance, installation, handling, service, storing or inspection (except to the extent performed by Seller), (iii) non-compliance with manufacturer's or operator's manual, operating or maintenance instructions or other instructions relating to the Product(s), (iv) repairs, alterations or adjustments carried out by parties other than Seller, (iv) accidents, theft, vandalism, misuse or negligence, (v) use of a Product for a purpose or application for which it is unfit, unsuitable or inappropriate, or (vi) normal wear and tear. Further exclusions and requirements for the warranty coverage may be included and specified in the Warranty Policy.

Buyer's sole and exclusive right and remedy, and Seller's sole and exclusive liability and obligation, for a breach of the Warranty shall be that Seller will either repair or replace the Product or refund or credit to Buyer the price Buyer paid therefor. The decision whether to repair, replace, refund or credit the Product shall be made by Seller in its sole discretion. Repaired Products and replacement Products shall be warranted for the remainder of the original warranty period.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SELLER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. EXCEPT IN THE CASE OF CLAIMS RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF ANY PRODUCT EXCEED THE PURCHASE PRICE PAID TO SELLER FOR THE PART OR EQUIPMENT WITH RESPECT TO WHICH SUCH LIABILITY IS BASED. THE REMEDIES OF BUYER SET FORTH IN THE AGREEMENT ARE EXCLUSIVE.

GENERAL INDEMNIFICATION

Buyer hereby agrees to defend, indemnify and hold Seller and Seller's affiliates harmless from and against any injuries, losses, damages, costs, fees, judgment, settlement or



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other expenses (including reasonable attorney's fees) caused by, related to or arising from Buyer's operations, use, sale or ownership of the Products, or other claims however arising in connection with the use or operation of the Products, unless caused by the gross negligence or willful misconduct of Seller.

PARTS POLICY

Seller's goal is to have an adequate supply of spare parts available for Buyer's needs. No guarantee can be made, however, that the supply of spare parts will in fact be adequate in practice. Shipping is subject to Palfinger spare parts policy and procedure.

PRODUCT CHANGES

Seller may change its Product design at any time. Seller assumes no obligation to incorporate these changes in Products manufactured prior to the change.

DISPUTE RESOLUTION, GOVERNING LAW. Except as set out below, the parties will arbitrate any dispute or claim arising out of or relating to this Agreement or any other related agreement (a "Dispute"). The arbitration will be held in accordance with the International Arbitration Rules of the American Arbitration Association (the "AAA") and administered by the International Center for Dispute Resolution of the AAA (the "ICDR;"). The arbitration will be held at Buffalo, New York. This jurisdiction will be exclusive, except for the rights set out this Section below. All Disputes will be heard by a single arbitrator. If the parties cannot agree on a single arbitrator, one will be appointed by the ICDR. The arbitrator may not modify this Agreement. Any court having jurisdiction may enter judgment on the arbitration award. Unless otherwise agreed to by the Seller and the Buyer, or required by applicable law, they, the arbitrator and the administrator will keep confidential all matters relating to the arbitration or the arbitration award. The costs of arbitration will be borne equally by the parties and each party will be responsible for its own costs. The parties recognize that if either breaches any provision of this Agreement that prohibits it from infringing intellectual property rights in trademarks, trade names or symbols or from improperly using or disclosing confidential information, or from competing, it may cause irreparable harm to the other party. Such other party may bring an action in any court having jurisdiction in connection with any such breach, and may seek damages and injunctive or other equitable relief. The arbitration procedures above will not apply to any such breach. If either party defaults upon any payment obligation arising out of or relating to this Agreement, the other party may bring an action in any court having jurisdiction in connection with any such default. The arbitration procedures above will not apply to any such default. The Seller may send default notices to the Buyer and terminate its agreement with the Buyer without first pursuing arbitration. Any arbitration award will have a binding effect only on the actual Dispute arbitrated, and will not have any collateral effect on any other Dispute. The parties will arbitrate, or litigate each Dispute with each other on an individual basis. The parties will not consolidate their Dispute in any arbitration or litigation action with a claim by any other individual or entity. The parties waive all rights to a jury trial in any litigation. This Agreement will be construed and governed by the laws of the State of New York without reference to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) will not apply. The limitation period for any claim brought under a statute will be as provided in the statute. If the statute does not provide a limitation period or for non-statutory claims, the general limitation periods under New York law will apply.

COMPLIANCE WITH LAWS; EXPORT

Seller and Buyer shall each comply with and shall conduct its business at all times in accordance with all applicable laws and regulations, including, without limitation, anti-money laundering, bribery and anti-corruption and the US Foreign Corrupt Practices Act. Buyer shall be solely responsible for obtaining all approvals, authorizations, licenses and permits, complying with all laws, rules and regulations, and making all arrangements related to the export of Products supplied by Seller from the United States and/or the import of Products supplied by Seller into a country outside the United States. Products and related technical information, data, documents and materials are subject to export controls under U.S. Export Administration Regulations, U.S. Department of the Treasury embargo regulations and other applicable laws or regulations. Buyer shall strictly comply with all such export controls and regulations, shall fully cooperate with Seller in any official or unofficial investigation, audit or inspection that relates to any of such controls.

MISCELLANEOUS

Buyer's rights and obligations under this Agreement may not be assigned or delegated without the prior written consent of Seller. Seller may freely assign its rights and obligations. Except for the Seller's subsidiaries and affiliates, the provisions stated herein are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto. This Agreement supersedes all prior written or oral agreements with respect to its subject matter. The invalidity of any part of this Agreement will not affect the validity of the remaining provisions. Seller's rights under this Agreement are cumulative and are in addition to all rights available to it at law or in equity. All claims or suits against Seller must be made within 1 year of the date the cause of action accrued (regardless of when they were discovered) or be forever barred. No waiver will be effective against Seller unless Seller agrees to it in writing. If any portion of the Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable term shall be severed from the Agreement, and the remaining terms and conditions shall be valid and fully enforceable as written. Paragraph headlines are for convenience only and are not to be considered in interpreting any of the provisions in this Agreement.



ADVERTISEMENT FOR BID

The City of Independence, Kansas, is accepting bids for a new Bucket Truck for the City's Street Department, meeting or exceeding the attached specifications.

Bids will be in the office of the City Clerk, 120 N 6th street, Independence, Ks. 67301, on or before 2:00 p.m. Thursday, . Bids shall be enclosed in a sealed envelope plainly marked on the outside "Street Department Bucket Truck". If bid is mailed, original envelope shall be enclosed in a separate envelope addressed to the City Clerk, also plainly marked on the outside as stated above. E-mail or fax bids will not be accepted. The apparent low bid will then be presented to the Independence City Commission at their next regular meeting for their formal action.

The city reserves the right to accept or reject any or all bids or to waive any irregularities should any occur as may best benefit the City. The City Manager may require that no bidder may withdraw a bid for a period of up to forty-five (45) days after the date and hour set for opening bids, but that a bid may be withdrawn up to twenty-four (24) hours prior to expiration of the deadline for submitted bids.

Lacey Lies, Director of Finance

Date

SPECIFICATIONS & BID SHEET

BUCKET TRUCK: \$_____

- Continuous rotation is standard providing unrestricted rotation.
- Lower boom compensating link.
- Full pressure hydraulic controls located at platform and turret with full feathering capabilities from upper and lower controls.
- Hydraulic leveling via master/slave system providing a bucket dump for clean out and operator rescue.
- Shear ball rotation gear driven by external drive gear box. The gear box has an extended hex shaft for manual rotation.
- Internally mounted holding valve (integral part of cylinder) locks cylinder in place in event of hydraulic failure.
- Inner boom extend with double acting hydraulic cylinder for safety and performance.
- 90 Degree bucket rotator.
- Single handle hydraulic control at basket.
- Fiberglass upper boom, fiberglass insert on lower boom.
- 24"x 30" Basket.
- 2 sets of outriggers.
- Outrigger/boom interlock.
- 400lbs. Bucket capacity.
- Hydraulic winch & 5ft jib—up to 1000lbs. material handling.
- Engine start/stop at bucket.
- Emergency hydraulic power (12VDC).
- Hydraulic tool circuit.
- Bucket liner.
- Bucket cover.
- Hydraulic jib extension.

SPECIFICATIONS & BID SHEET

DELIVERY INCLUDED TO:

CITY HALL
120 N. 6th ST
INDEPENDENCE, KS 67301

FOR QUESTIONS, PLEASE CONTACT:

John Garriss, City Engineer
engineer@independenceks.gov
(620) 332-2507



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 13, 2025

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Public hearing for the adoption of a Neighborhood Revitalization Plan pursuant to K.S.A. 12-17,114 et seq.

SUMMARY RECOMMENDATION Staff recommends the adoption of a new Neighborhood Revitalization Plan (NRP). The proposed NRP will replace all existing plans and aims to enhance economic development, address blight, support historic preservation, and promote housing, commercial, and industrial improvements within the designated Neighborhood Revitalization Area (NRA). The Economic Development Advisory Board also endorses this recommendation.

BACKGROUND The Neighborhood Revitalization Plan (NRP) is an economic development tool authorized under K.S.A. 12-17,114 et seq. to encourage private investment through property tax rebates for qualifying improvements in designated revitalization areas.

Currently, there are eight separate Neighborhood Revitalization Plans in effect within the City, many with differing expiration dates and varying terms. The adoption of the proposed plan would consolidate these into a single, streamlined plan, providing consistency and clarity for applicants. The new plan also expands the scope to include additional neighborhoods within the City limits that were not previously covered, excluding areas within the floodplain. The new plan places a strong emphasis on incentivizing a broad range of improvements, including:

- **Housing Improvements:** Recognizing the challenges of the City's aging housing stock, nearly 40% of which was constructed prior to 1939. The plan encourages new construction, infill development, and rehabilitation of older structures to address modernization needs and attract new residents.
- **Commercial and Industrial Development:** Stimulating economic growth by supporting renovations and new construction for businesses and industrial facilities. These improvements aim to attract investment, create jobs, and increase the City's tax base.

The plan also emphasizes historic preservation, particularly within the downtown historic district. Enhanced rebates are offered for properties on the Kansas Historical Register or those located within historic districts. These incentives aim to preserve the City's architectural heritage while promoting economic activity in the downtown area.

Montgomery County has a similar plan that applies to all unincorporated areas within the County. Expanding the City's plan to include more neighborhoods provides the same opportunities to participate in this program as those who live outside the City. The rebate percentages under the proposed plan are similar to the County's, except for the higher percentage rebates within the City for historic properties and districts, demonstrating the City's commitment to preservation and revitalization.

To administer the plan, Montgomery County will receive a 5% administrative fee based on the rebate amount, consistent with the County's practices for its own plan.

FINANCIAL INFORMATION The immediate financial impact is increased economic development activity resulting from improvements made in the community. Tax dollars generated from a participating property's average valuation over the past three years are not rebated; therefore, this program does not decrease the existing revenue of any taxing entity.

The long-term impact of adopting the updated Neighborhood Revitalization Plan and enlarging the Neighborhood Revitalization Area is a win/win for property owners—especially those who were not previously eligible for the incentive to make qualifying improvements—and for taxing districts, which will ultimately benefit from increased property valuations, resulting in higher tax revenues after the rebate period. With more properties in the City eligible to participate in the incentive program, investment will be encouraged, and revitalization projects that might not have otherwise occurred will spur economic growth.

SUGGESTED MOTION I move to adopt an ordinance adopting a Neighborhood Revitalization Plan pursuant to K.S.A. 12-17,114 et seq., and authorize the Mayor to sign the Neighborhood Revitalization Plan Interlocal Agreement.

SUPPORTING DOCUMENTS

1. Resolution 2025-009 - Adopted Resolution Setting the NRP Public Hearing
2. 02132025 - Ordinance to Adopt NRP
3. 02132025 - NRP Interlocal Agreement
4. Proposed 2025 NRP



State of Kansas, Montgomery County
This instrument was filed for
Record on January 13, 2025 11:34 AM
Recorded in Book 743 Page 506 - 507
Fee: \$0.00 202500105



Marilyn Calhoun
Marilyn Calhoun, Register of Deeds

RESOLUTION NO. 2025-009

A RESOLUTION SETTING A PUBLIC HEARING FOR THE ADOPTION OF A NEIGHBORHOOD REVITALIZATION PLAN PURSUANT TO K.S.A. 12-17,114 ET SEQ., AND PROVIDING NOTICE THEREOF.

WHEREAS, the City of Independence, Kansas, may pursuant to K.S.A. 12-17,114 et seq., adopt a plan to assist in the rehabilitation, conservation, or redevelopment of certain designated structures and areas within the City of Independence, Kansas, which meet the conditions provided in said law; and

WHEREAS, the City of Independence, Kansas, seeks to exercise the authority provided in K.S.A. 12-17,114 et seq., in order to rehabilitate, conserve, or redevelop designated areas within the City; and

WHEREAS, upon adoption, the proposed Neighborhood Revitalization Plan will replace all existing Neighborhood Revitalization Plans currently in effect.

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

NOTICE

The City Commission will hold a public hearing to consider the adoption of a Neighborhood Revitalization Plan pursuant to K.S.A. 12-17,114 et seq., on **February 13, 2025**, at **5:30 PM** in the City Hall Commission Room, 120 North 6th Street, Independence, Kansas 67301.

The proposed Neighborhood Revitalization Plan and a description of the boundaries of the proposed Neighborhood Revitalization Area are available for inspection during regular business hours at the Office of the City Clerk, City Hall, 120 North 6th Street, Independence, Kansas 67301.

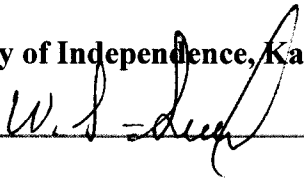
At the conclusion of the hearing, the City Commission will consider findings necessary for the adoption of the proposed Neighborhood Revitalization Plan and the establishment of the Neighborhood Revitalization Area, all as provided for in K.S.A. 12-17,114 et seq.

BE IT FURTHER RESOLVED, that the City Clerk shall deliver a copy of this resolution to all other taxing entities within Montgomery County, Kansas.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published in the official city newspaper once each week for two consecutive weeks prior to the public hearing.

ADOPTED AND APPROVED by the Governing Body of the City of Independence, Kansas, on this 9th day of January, 2025.

City of Independence, Kansas



Mayor

ATTEST:



David Schwenker, City Clerk



ORDINANCE NO. 4478

AN ORDINANCE ADOPTING A NEIGHBORHOOD REVITALIZATION PLAN AND DESIGNATING A NEIGHBORHOOD REVITALIZATION AREA, PURSUANT TO K.S.A. 12-17,114 ET SEQ., AND REPLACING ALL EXISTING NEIGHBORHOOD REVITALIZATION PLANS.

WHEREAS, the City of Independence, Kansas, pursuant to the authority provided in K.S.A. 12-17,114 et seq., desires to adopt a Neighborhood Revitalization Plan to assist in the rehabilitation, conservation, or redevelopment of certain designated areas and structures within the City; and

WHEREAS, after proper public notice, the City Commission held a public hearing on February 13, 2025, to hear and consider public comment on the proposed Neighborhood Revitalization Plan; and

WHEREAS, the City Commission has reviewed the proposed Neighborhood Revitalization Plan and determined that the area identified therein exhibits conditions detrimental to the public health, safety, and welfare, including but not limited to, deteriorating housing stock, declining population, and the need for economic revitalization; and

WHEREAS, the City Commission finds that the proposed Neighborhood Revitalization Plan is necessary to promote economic growth, improve housing opportunities, and address conditions of blight within the designated area.

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

SECTION 1.

The City Commission does hereby adopt the Neighborhood Revitalization Plan, attached hereto as **Exhibit A**, and incorporated by reference as if fully set forth herein. Upon adoption, this plan shall replace all existing Neighborhood Revitalization Plans in effect within the City of Independence.

SECTION 2.

Any applications for tax rebates submitted under a prior Neighborhood Revitalization Plan and approved before the date of adoption of the new Plan shall remain eligible for the duration of their original rebate period, as outlined in the terms of the prior Plan. However, any new applications submitted on or after February 13, 2025, shall be processed exclusively under the provisions of the new Plan.

SECTION 3.

The City Commission hereby designates the real property described in **Attachment A** of the Neighborhood Revitalization Plan as the Neighborhood Revitalization Area, pursuant to the findings required by K.S.A. 12-17,115(c).

The Commission finds that:

1. A substantial portion of the area exhibits conditions detrimental to the public health, safety, and welfare due to aging structures, inadequate housing options, and economic decline.
2. The area is suitable for rehabilitation, redevelopment, or conservation to promote economic growth and community well-being.
3. The revitalization of the designated area will benefit the public interest by enhancing property values and fostering sustainable growth.

SECTION 4.

This ordinance shall be in full force and effect upon publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Independence, Kansas, on this 13th day of February, 2025.

City of Independence, Kansas

W. Scott Smith, Mayor

ATTEST:

David Schwenker, City Clerk

NEIGHBORHOOD REVITALIZATION PLAN INTERLOCAL AGREEMENT

This Interlocal Agreement (hereinafter referred to as “Agreement”) is entered into on February 13, 2025, by and between the City of Independence, Kansas (hereinafter referred to as “City”), the Board of County Commissioners of Montgomery County, Kansas (hereinafter referred to as “County”), Unified School District No. 446 (hereinafter referred to as “USD 446”), and Independence Community College (hereinafter referred to as “ICC”).

RECITALS

WHEREAS, K.S.A. 12-2904 allows public agencies to enter into interlocal agreements to jointly perform certain functions, including economic development; and

WHEREAS, K.S.A. 12-17,114 et seq. provides a program for neighborhood revitalization and further allows for the use of interlocal agreements between municipalities to enhance neighborhood revitalization efforts; and

WHEREAS, it is the desire and intent of the parties hereto to provide the maximum economic development incentive as provided for in K.S.A. 12-17,119 by acting jointly.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. ADOPTION OF THE PLAN

The parties agree to adopt the Neighborhood Revitalization Plan (hereinafter referred to as “Plan”) as contained in **Exhibit A**, attached hereto and incorporated by reference as if fully set forth herein. The parties further agree that the Plan, as adopted, will replace all existing Neighborhood Revitalization Plans in effect within the City of Independence. The Plan shall not be amended without approval of the parties, except as may be necessary to comply with applicable state law or regulations.

SECTION 2. EXISTING APPLICATIONS

Any applications for tax rebates submitted under a prior Neighborhood Revitalization Plan and approved before the date of adoption of the new Plan shall remain eligible for the duration of their original rebate period, as outlined in the terms of the prior Plan. However, any new applications submitted on or after February 13, 2025, shall be processed exclusively under the provisions of the new Plan.

SECTION 3. ADMINISTRATION

The parties agree that the County shall administer the Plan on behalf of all signatory parties. The County shall create a Neighborhood Revitalization Fund pursuant to K.S.A. 12-17,118 for the purpose of financing redevelopment and providing tax rebates. Any increment in property taxes received by the City, the County, ICC, and USD 446 resulting from qualified improvements to properties pursuant to the Plan shall be credited to the County's Neighborhood Revitalization Fund.

SECTION 4. TERM AND REVIEW

This Agreement shall remain in effect until December 31, 2035. The parties agree to undertake a review of the Plan on or before December 31, 2035, to determine any needed modifications to the Plan and participation in a new interlocal agreement. Any party may terminate its participation in this Agreement by providing thirty (30) days' advance written notice to the other parties. Applications for tax rebates submitted prior to termination, if approved, shall remain eligible for the duration of the rebate period.

SECTION 5. PROPERTY ACQUISITION

The parties agree that no property will be acquired pursuant to this Agreement. This Agreement provides a mechanism to create and implement the Plan, which is authorized and controlled by the provisions of K.S.A. 12-17,114 et seq.

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

**Board of County Commissioners
Of Montgomery County, Kansas**

ATTEST:

Mike Cordray, Chair

Ami Standridge
County Clerk

(seal)

STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

BE IT REMEMBERED that this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mike Cordray, Chair of Board of County Commissioners of Montgomery County, Kansas, and Ami Standridge, County Clerk of Montgomery County, Kansas, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

Notary Public

My commission expires:

City of Independence, Kansas

ATTEST:

W. Scott Smith, Mayor

David Schwenker

City Clerk

(seal)

STATE OF KANSAS)

) SS:

MONTGOMERY COUNTY)

BE IT REMEMBERED that this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. Scott Smith, Mayor of the City of Independence, and David Schwenker, City Clerk for the City of Independence, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

Notary Public

My commission expires:

Board of Education USD 446

ATTEST:

Scott Hines, President

Toni Jabben

Board Clerk

(seal)

STATE OF KANSAS)

) SS:

MONTGOMERY COUNTY)

BE IT REMEMBERED that this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Scott Hines, President of Board of Education, USD 446,

and Toni Jabben, Board Clerk, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

Notary Public

My commission expires:

Board of Trustees
Independence Community College

ATTEST:

Cindi Sherwood, Chair

Cheri Stockton

Board Clerk

(seal)

STATE OF KANSAS)

) SS:

MONTGOMERY COUNTY)

BE IT REMEMBERED that this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Cindi Sherwood, Chair of the Board of Trustees of Independence Community College, and Cheri Stockton, Board Clerk for Independence Community College, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

Notary Public

My commission expires:

APPROVAL OF KANSAS ATTORNEY GENERAL

The above and forgoing Interlocal Agreement is hereby approved by the Kansas Attorney General.

Office

of the Kansas Attorney General

Date

Neighborhood Revitalization Plan and Development Incentive (2025 – 2035)

City of Independence, Kansas

Purpose

The Neighborhood Revitalization Plan (NRP) is established under the authority of K.S.A. 12-17,114 et seq. to promote revitalization and development within the City of Independence, Kansas. The plan aims to stimulate new construction, rehabilitation, conservation, or redevelopment in designated areas to enhance property values, address blight, and improve the community's economic vitality. The program protects public health, safety, and welfare while providing property tax rebates for qualifying improvements, in cooperation with participating taxing entities.

Boundaries of the Neighborhood Revitalization Area (NRA)

The Neighborhood Revitalization Area (NRA) includes all properties currently within the City limits, as well as any additional properties that are annexed into the City during the duration of this plan, except for properties located within the 100-year floodplain. The maps provided in Attachment A reflect the current City limits and floodplain; however, the boundaries of the City limits and the 100-year floodplain may change during the duration of the plan. The City limits and 100-year floodplain in effect at the time of the project application will determine eligibility. For parcels that are partially within the floodplain, only the portions outside the 100-year floodplain are eligible for participation, provided all improvements comply with City ordinances and FEMA requirements.

Zoning Classification and Land Use

Zoning classification maps are included in Attachment A, and the existing and future land use maps are included in Attachment B. It is important to note that zoning classifications and land use designations may change during the duration of the plan. Any such changes will be reflected in accordance with updates to the City's zoning map and regulations, Comprehensive Plan, or other applicable planning documents. Properties will be subject to the zoning and land use designations in effect at the time of the project application.

Existing Conditions in the Neighborhood Revitalization Area (NRA)

The Neighborhood Revitalization Area (NRA) reflects a community actively addressing challenges and pursuing revitalization. Independence serves as a regional hub for commerce and employment, with a diverse economy reliant on retail, manufacturing, and education sectors. However, the City has experienced a gradual population decline over recent decades, with the current population at approximately 8,500. This trend highlights the critical need for revitalization efforts to attract new residents, retain existing ones, and enhance the community's economic vitality.

Nearly 40% of the housing stock in Independence was constructed prior to 1939, presenting significant challenges related to aging structures and the need for modernization. Additionally, there is a gap in housing availability, both for ownership and rentals, for households with incomes of \$50,000 and above. This shortage highlights a need to attract middle and higher-income residents and provide diverse housing options to meet demand.

The City faces a significant housing shortage, particularly in affordable and quality options. Currently, 28 houses have been recently condemned or are in the process of being condemned.

Neighborhood Revitalization Plan and Development Incentive (2025 – 2035)

City of Independence, Kansas

Condemned houses that are not repaired or removed by property owners are planned to be demolished in 2025. Additionally, 300-400 vacant homes have been identified, with a focus on 45 properties along or near high-traffic corridors (e.g., Main Street, Penn Avenue, Laurel Street, 10th Street, and Washington Street) under the newly adopted maintenance code. Exterior inspections have been completed, and notices are being issued.

In 2024, the City purchased over 100 acres of undeveloped property with plans for flood mitigation and housing development near local schools. This initiative is part of a broader strategy to increase housing stock and attract new families. Other efforts to enhance housing opportunities in 2024 include modifying the sewer cost-share grant program to include bona fide developers rehabilitating existing housing, and approving 25 applications under the Neighborhood Exterior Grant Program, contributing \$93,604.80 in grants for \$282,517.22 worth of exterior home improvements.

Revitalization is also evident in the downtown area through key projects such as streetscape improvements and upper-story housing developments. These include:

1. Trident Project: Six buildings with 20 apartments, with the first project at 106-108 North 8th Street moving forward after bid approvals.
2. Morrison Project: One building with 11 apartments, awaiting the second phase of historical tax credits before construction begins.

The Housing Authority and Community Mission for Improved Housing are rehabilitating a dilapidated house on a major corridor purchased at a tax sale, and the Land Bank is actively accepting donations and purchasing properties to rehabilitate or market for redevelopment.

The City is also improving infrastructure and amenities to support revitalization efforts. Planned municipal improvements include sidewalk enhancements, utility upgrades, and park and recreational facility improvements. Additionally, the Housing Steering Committee is working to identify proposed Rural Housing Incentive Districts (RHIDs) in older neighborhoods, focusing on areas adjoining the highway corridor and the historic downtown.

To guide these efforts, the City adopted a new Comprehensive Plan in 2024, which establishes a strategic vision for the community's future. The plan addresses a wide range of goals, including economic development, housing revitalization, infrastructure improvements, and quality-of-life enhancements. While the plan recognizes the growing need for senior housing and services as part of a broader housing strategy, it also emphasizes attracting new residents, addressing housing gaps for middle and higher-income households, and fostering economic opportunities for all age groups and demographics.

Valuation of Real Property

The valuation of real property in the NRA includes both appraised and assessed values:

Appraised valuation represents a fair market estimate of a property's worth. The approximate 2024 appraised valuation of the real estate in the Neighborhood Revitalization Area is:

Neighborhood Revitalization Plan and Development Incentive (2025 – 2035) City of Independence, Kansas

Land	\$ 61,136,300
Buildings	<u>\$470,838,440</u>
Total Appraised Value	\$531,974,740

Assessed valuation represents the amount of a property's worth that is taxed. The approximate 2024 assessed valuation of the real estate within the Neighborhood Revitalization Area is:

Land	\$ 7,693,570
Buildings	<u>\$53,521,520</u>
Total Assessed Value	\$61,215,090

Legal Descriptions of Properties within the Neighborhood Revitalization Area (NRA)

Legal descriptions of all properties included in the NRA are maintained and available for public review at the Montgomery County Appraiser's Office. In addition to the floodplain map included in this plan, property owners can use FEMA's Flood Map Service Center (<https://msc.fema.gov>) to verify their property's location relative to the 100-year floodplain. Additional resources, such as the City Manager's Office, Montgomery County Planning and Zoning Office, or consultation with a licensed surveyor, can provide further assistance.

Owners of Record within the Neighborhood Revitalization Area (NRA)

The owner of record for each parcel of land is listed with the property address in the Montgomery County Appraiser's Office.

Capital Improvements Planned for the Neighborhood Revitalization Area (NRA)

Future municipal improvements that may be considered within the Neighborhood Revitalization Area include sidewalk enhancements to improve pedestrian accessibility and safety, the removal of dangerous and unsafe structures to address blight and enhance public safety, and handicap accessibility upgrades to ensure compliance with ADA standards and promote inclusivity. Additional considerations include street resurfacing projects, utility improvements such as upgrades to water and sewer systems, and improvements to park and recreational facilities to enhance community amenities and quality of life. These potential improvements are subject to future budgetary considerations, grant availability, and prioritization by the City of Independence, reflecting the City's commitment to maintaining and enhancing public infrastructure and amenities in alignment with the goals of this plan.

Eligibility Criteria

1. Investment Requirements:

- Only improvements that demonstrably increase the appraised value of the property are considered eligible for meeting the minimum investment requirements. Aesthetic upgrades, minor repairs, or other changes that do not result in an increase in appraised value will not qualify.
 - Each project on residentially zoned properties must require a minimum investment of \$5,000.

Neighborhood Revitalization Plan and Development Incentive (2025 – 2035)
City of Independence, Kansas

- Each project not on residentially zoned properties must require a minimum investment of \$10,000.
2. **Construction Timeframe:** Improvements must commence on or after January 1, 2025, and be completed within two years from the date of application approval. Applicants may request a one-time extension of up to 12 months, subject to approval by the City Commission. The request must be submitted in writing at least 30 days before the original deadline and include a detailed justification for the delay. The rebates will be in effect only after the completion of the construction and will not include any year(s) of incomplete construction.
 3. **Tax Compliance:**
 - Any taxpayer that is delinquent on any real estate or personal property tax payment, or special assessment, on any property located in Montgomery County, Kansas, shall not be eligible to participate in the plan.
 - If a taxpayer is eligible to participate in the plan and thereafter becomes delinquent in the payment of such taxes or special assessments, the taxpayer shall not be eligible for any tax rebate under the plan during the year of delinquency. Any tax rebate lost due to such delinquency shall not be retroactively restored. The rebate schedule will not be extended due to such delinquency.
 - If a taxpayer becomes delinquent a second time under the same application, they shall permanently forgo eligibility for any future rebates related to that specific application. However, curing the delinquency does not preclude the taxpayer from participating in the program for future qualifying projects. In such cases, the taxpayer may submit a new application for a different project and be considered for rebates under the terms of the plan.
 - Escrow payments causing delinquency will not be held against the revitalization requirements.
 4. **Compliance with Codes and Regulations:** New and existing property must conform to all other codes, rules, and regulations in effect at the time the improvements are made and for the length of time of the rebate, or the rebate may be terminated.
 5. **Building Permit Requirement:** Any improvements that commence without first obtaining the required City building permit or other applicable permits will not be eligible for rebates under this program. Additionally, improvements that do not require a permit are not eligible.
 6. **Application Process:** Applications must be filed by the deeded owner of the property listed on the application with the City Clerk with a \$100 application fee made payable to the Montgomery County Appraiser within 60 days following issuance of a City building permit, or if a building permit is not required within 60 days of issuance of any other required permit by the City.
 7. **Non-Transferability and Assignment:**
 - Rebates are limited to the applicant only and are not transferrable or assignable to subsequent property owners. Upon the sale, transfer, or other conveyance of any property otherwise eligible for participation in the program, the property shall become ineligible for any additional or further rebates. Rebates will not be prorated for the year during which the sale, transfer, or other conveyance occurred.

Neighborhood Revitalization Plan and Development Incentive (2025 – 2035)
City of Independence, Kansas

- However, if the new property owner makes additional improvements that qualify as a new project, the new property owner may apply for rebates under a new application.
 - **Bona Fide Developer Exception:**
 - An applicant who is a bona fide developer who caused the eligible improvements to be made shall be entitled to transfer or assign their eligibility to participate in the program to the first buyer, transferee, or grantee of such property. Upon a subsequent sale, transfer, or conveyance of such property, the property shall thereafter become ineligible for any additional or further rebates, unless new qualifying improvements are made under a new application.
 - A bona fide developer is defined as an individual or entity actively engaged in the business of real estate development, with the intent to construct, improve, or rehabilitate residential, commercial, industrial, or mixed-use properties for sale or lease. The developer must demonstrate a track record of similar development projects or provide a business plan that shows the intent and ability to complete the proposed project. The purpose of this definition is to ensure that the developer is legitimately involved in substantial property development rather than merely holding or transferring property.
 - **Spousal Exception:**
 - If a property is jointly owned by spouses, and one spouse passes away resulting in the surviving spouse becoming the sole owner, the property shall remain eligible for participation in the Neighborhood Revitalization Program. The removal of the deceased spouse's name from the property deed shall not affect eligibility for any rebates under the program. The surviving spouse shall retain the same eligibility as if the property had remained jointly owned.
 - In the case of divorce, if ownership of the property is transferred to one of the spouses, the property shall remain eligible for participation in the Neighborhood Revitalization Program. The transfer of ownership as part of a divorce settlement shall not disqualify the property from receiving rebates under this program, and the spouse receiving the property shall retain the same eligibility as before the divorce.
8. **One Application per Project:** Properties eligible for tax incentives and any existing tax abatement program may submit only one application per project.
9. **Rebate Value:** The rebate will be based only upon the increased appraised value attributed to the eligible improvement. For purposes of calculating the increase in the appraised value, a base value shall first be established by calculating the average historical appraised value of the parcel for the three (3) tax years immediately preceding the application for rebate. The increase in the appraised value shall be the difference between the base value established and the appraised value after the eligible improvement is constructed.
- **Exception:** Unique situations will be reviewed by the County Appraiser in consultation with the City to establish base value.

Neighborhood Revitalization Plan and Development Incentive (2025 – 2035)
City of Independence, Kansas

Property Eligible for Tax Rebate

1. Residential, Commercial, Industrial, Agricultural, Office and Professional Property:

- For new construction or rehabilitation, alterations, and additions to residential, commercial, industrial, agricultural, office and professional properties, including accessory structures, provided that such structures are permanent, the rebate shall be up to 100% on the increment of increased appraised value for years 1-5, and 50% on the increment of increased appraised value for years 6-10.
- Eligible improvements also include driveways and sidewalks that increase the appraised value.
- Eligible properties can be located anywhere in the NRA, subject to specific criteria.
- **"Structure" Definition:** For the purposes of this plan, "structure" means any building, wall, or other structure, including the building and improvements to existing structures and fixtures permanently assimilated to the real estate.
- **Exceptions:** The following items are not eligible for rebates under this plan:
 - Non-real estate items
 - Sprinkling systems
 - Fences
 - Landscaping
 - Garden-type structures
 - Hot tubs
 - Above-ground swimming pools
 - Irrigation wells and equipment (both agricultural and residential)
- Properties exempt from property taxes are not eligible.

2. Historical Property or Historical Districts:

- For rehabilitation of buildings on the Kansas Historical Register or contributing buildings within a district on the Kansas Historical Register, the rebate shall be up to 100% on the increment of increased appraised value for years 1-10.
- For new construction or rehabilitation of non-contributing buildings within a district on the Kansas Historical Register, the rebate shall be up to 100% on the increment of increased appraised value for years 1-5, and 75% on the increment of increased appraised value for years 6-10.
- A Certificate of Appropriateness issued by the Independence Historic Preservation & Resource Commission must be secured before construction begins. Applications without this certificate will not be considered.
- This category applies to the primary building only and does not include any accessory structures, driveways, or sidewalks.
- Properties exempt from property taxes are not eligible.

Neighborhood Revitalization Plan and Development Incentive (2025 – 2035)
City of Independence, Kansas

Tax Rebate Schedule

Category	Expires	Years 1-5	Years 6-10	Notes
Rehabilitation of buildings on the Kansas Historical Register or contributing structures within a district on the Kansas Historical Register	12/31/2035	Up to 100%	Up to 100%	Listing on the Kansas Historical Register must have occurred before a certificate of occupancy is issued, including status as a contributor. Must receive a Certificate of Appropriateness from the Independence Historic Preservation & Resource Commission before construction starts. This category applies to the primary building only and does not include any accessory structures, driveways, or sidewalks.
New construction or rehabilitation of non-contributing buildings within a district listed on the Kansas Historical Register	12/31/2035	Up to 100%	Up to 75%	Must receive a Certificate of Appropriateness from the Independence Historic Preservation & Resource Commission before construction starts. This category applies to the primary building only and does not include any accessory structures, driveways, or sidewalks.
All other eligible residential, commercial, industrial, agricultural, office, and professional properties, including permanent accessory structures, driveways, and sidewalks	12/31/2035	Up to 100%	Up to 50%	The following items are not eligible for rebates under this plan: non-real estate items, sprinkling systems, fences, landscaping, garden-type structures, hot tubs, above-ground swimming pools, and irrigation wells and equipment (both agricultural and residential).

• **Additional Information:**

- All properties within the City limits are eligible except areas that lie within the 100-year floodplain. Parcels located partially within the 100-year floodplain may be eligible for participation, but only for improvements made on the portion of the property outside the floodplain. All such improvements must comply with applicable City ordinances and FEMA floodplain management regulations to ensure eligibility.
- A 5% fee will be retained by Montgomery County to cover administrative costs.

Neighborhood Revitalization Plan and Development Incentive (2025 – 2035)

City of Independence, Kansas

Application and Administrative Procedure

1. **Initial Application:** Complete the Neighborhood Revitalization Plan application and submit it to the City Clerk with a non-refundable \$100 fee made payable to the Montgomery County Appraiser. The Building Official will monitor the project to ensure that all applicable City codes are met.
2. **Certification of Construction Completion:** After completion, provide receipts and an itemized statement of costs for verification to the City Clerk who will forward them to the Montgomery County Appraiser along with a Certificate of Occupancy or Completion from the Building Inspector.
3. **Approval Process:** Upon successful verification, Montgomery County will process the rebate within 30 days following the property tax distribution. The tax rebate, less a 5% administrative fee based on the rebate amount, will be made to the property owner within a thirty (30) day period following the date of tax distribution by Montgomery County. The administrative fee will be retained by Montgomery County.

Administration and Participating Public Agencies

The plan is a cooperative undertaking among the City of Independence, Independence Community College, Unified School District No. 446, and Montgomery County. Montgomery County is responsible for administering the plan. The parties are not acquiring any property pursuant to this agreement.

Attachment A

Boundaries of Neighborhood Revitalization Area (NRA), including Zoning and Floodplain

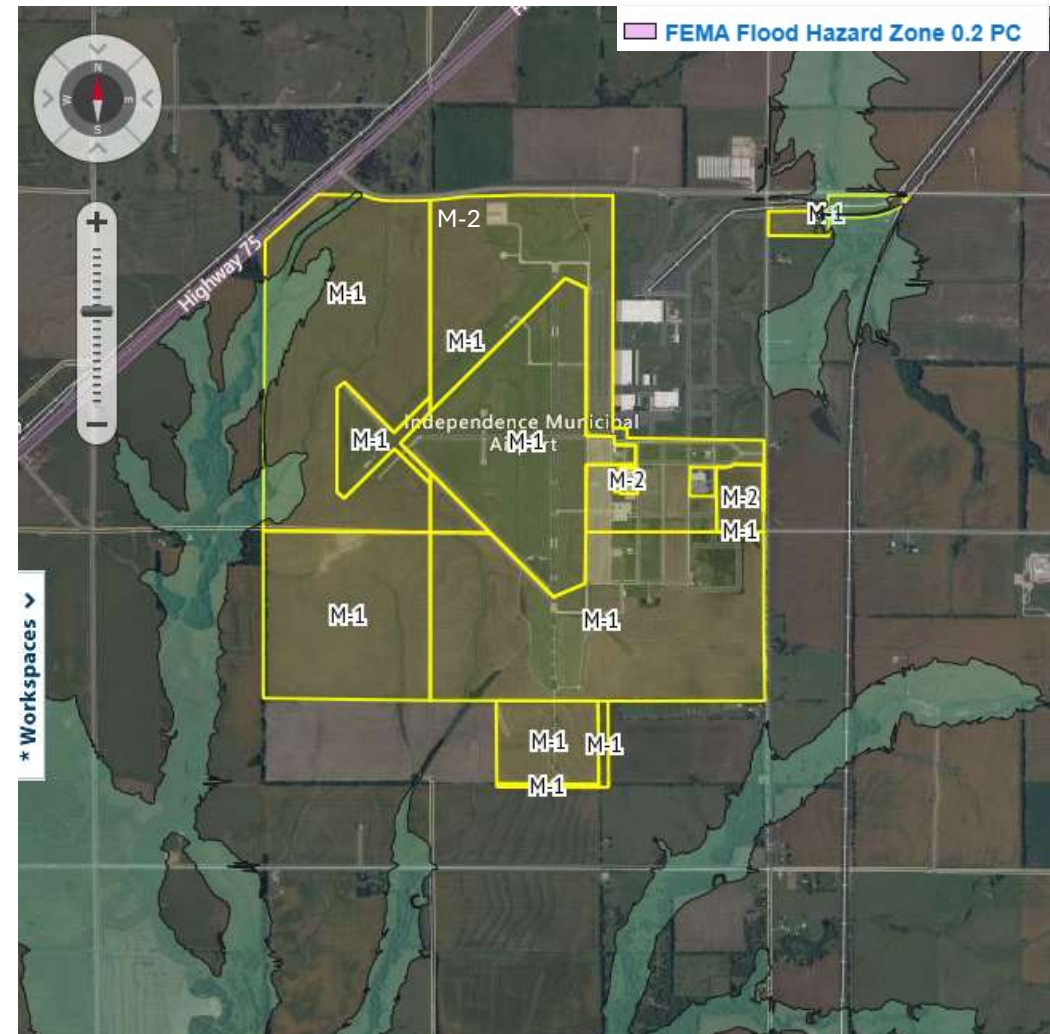
The Neighborhood Revitalization Area (NRA) includes all properties currently within the City limits and any additional properties that are annexed into the City during the duration of this plan, except for properties located within the 100-year floodplain.

The maps provided reflect the current City limits, 100-year floodplain, and zoning classifications; however, the boundaries of the City limits, the 100-year floodplain, and the zoning classifications may change during the duration of the plan.

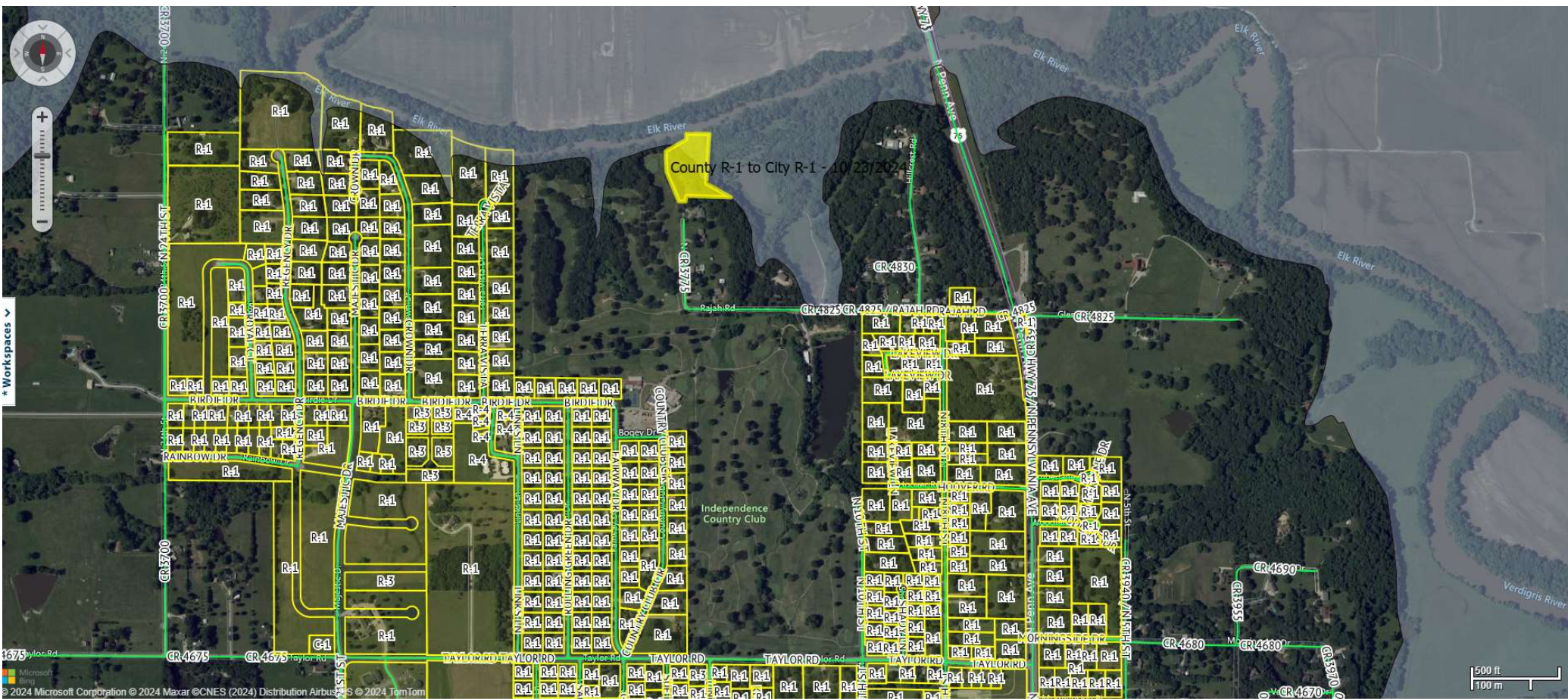
The City limits and 100-year floodplain in effect at the time of the project application will determine eligibility. For parcels that are partially within the floodplain, only the portions outside the 100-year floodplain are eligible for participation, provided all improvements comply with City ordinances and FEMA requirements.

Any zoning classification changes will be reflected following updates to the City's zoning map and regulations. Properties will be subject to the zoning designations in effect at the time of the project application.

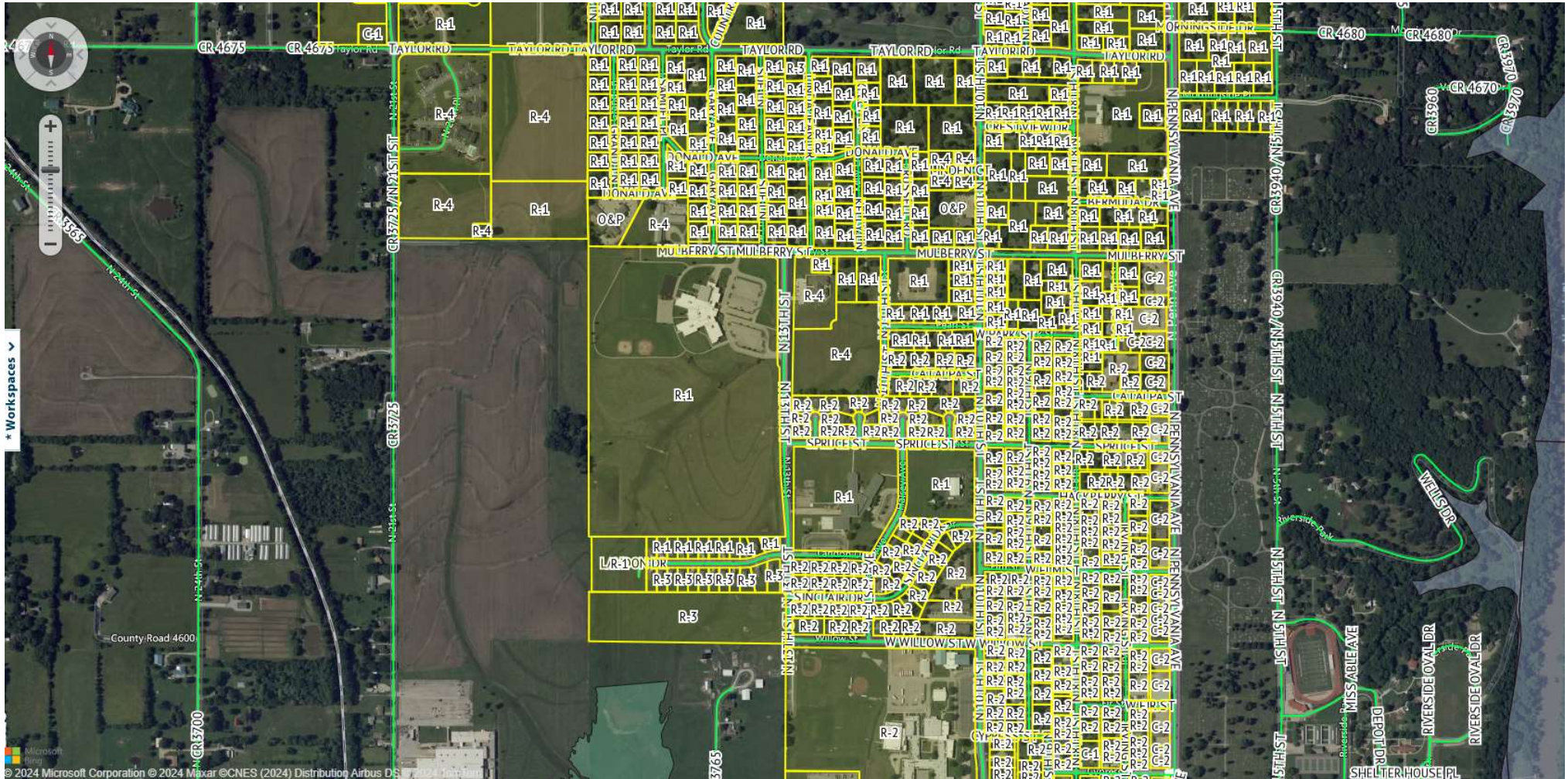
 FEMA Flood Hazard Zone AE 2018
 FEMA Flood Hazard Area A 2018
 FEMA Flood Hazard Zone 0.2 PC



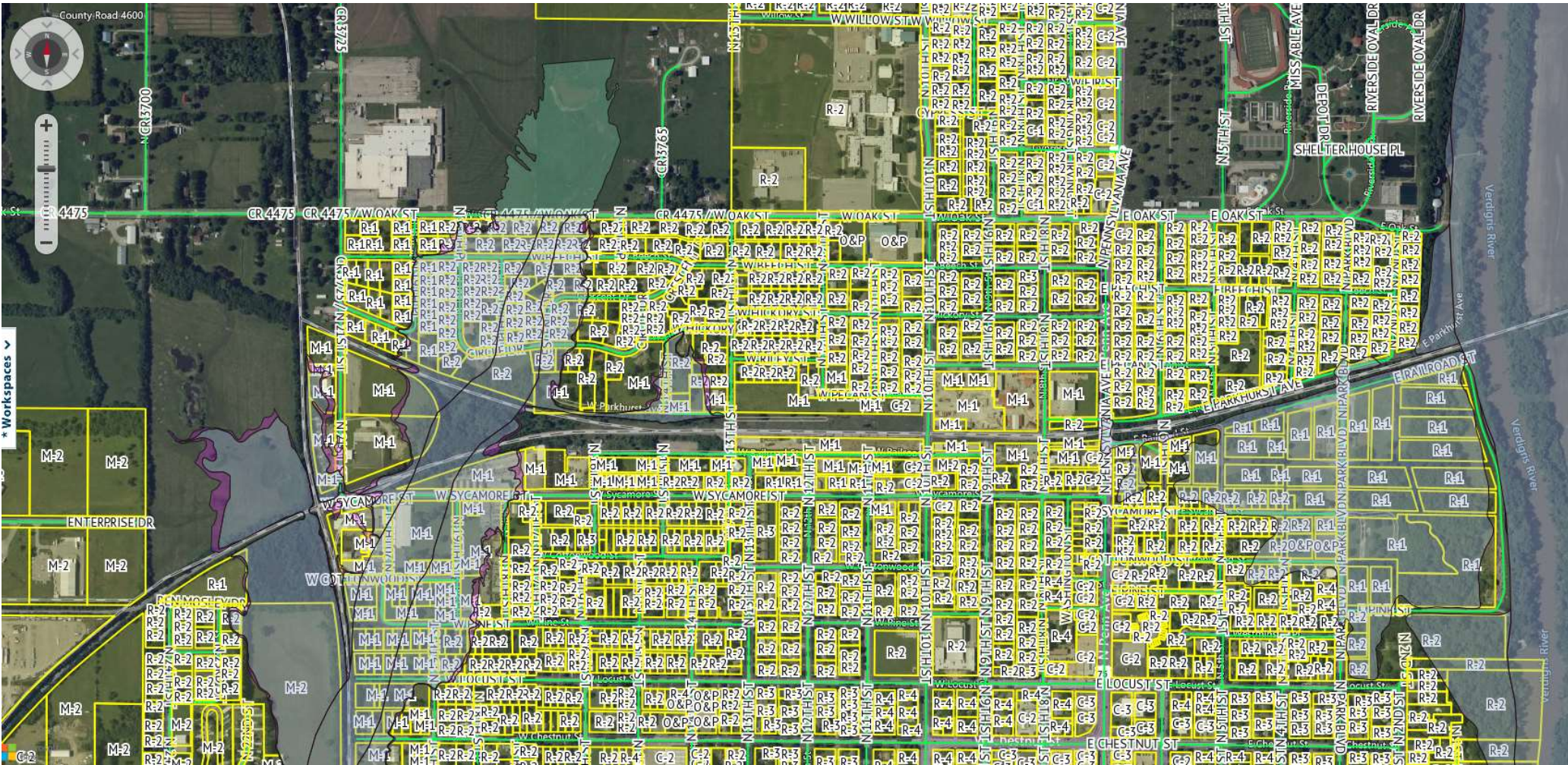
North of Taylor Road



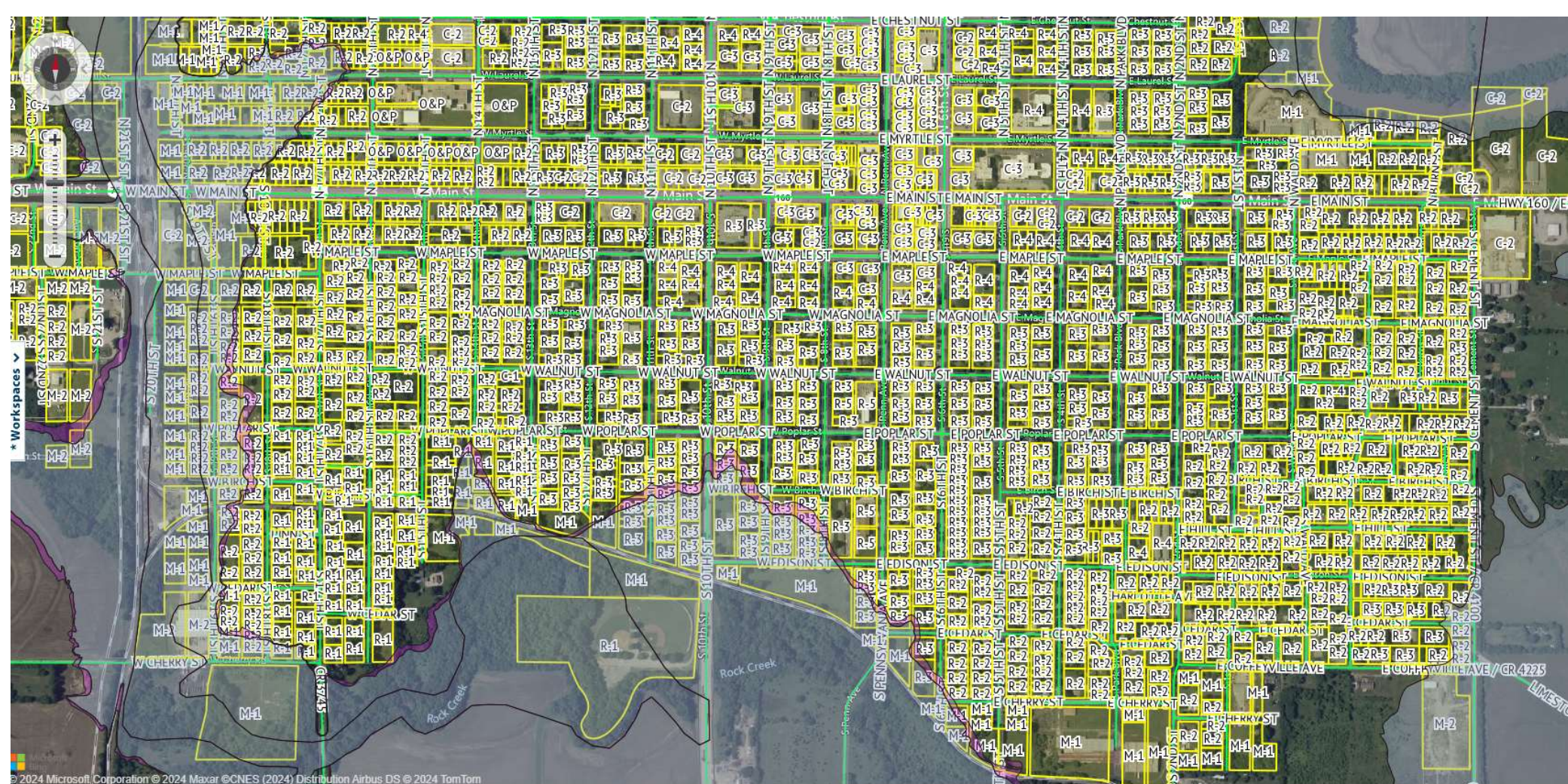
Taylor Road to Willow Street



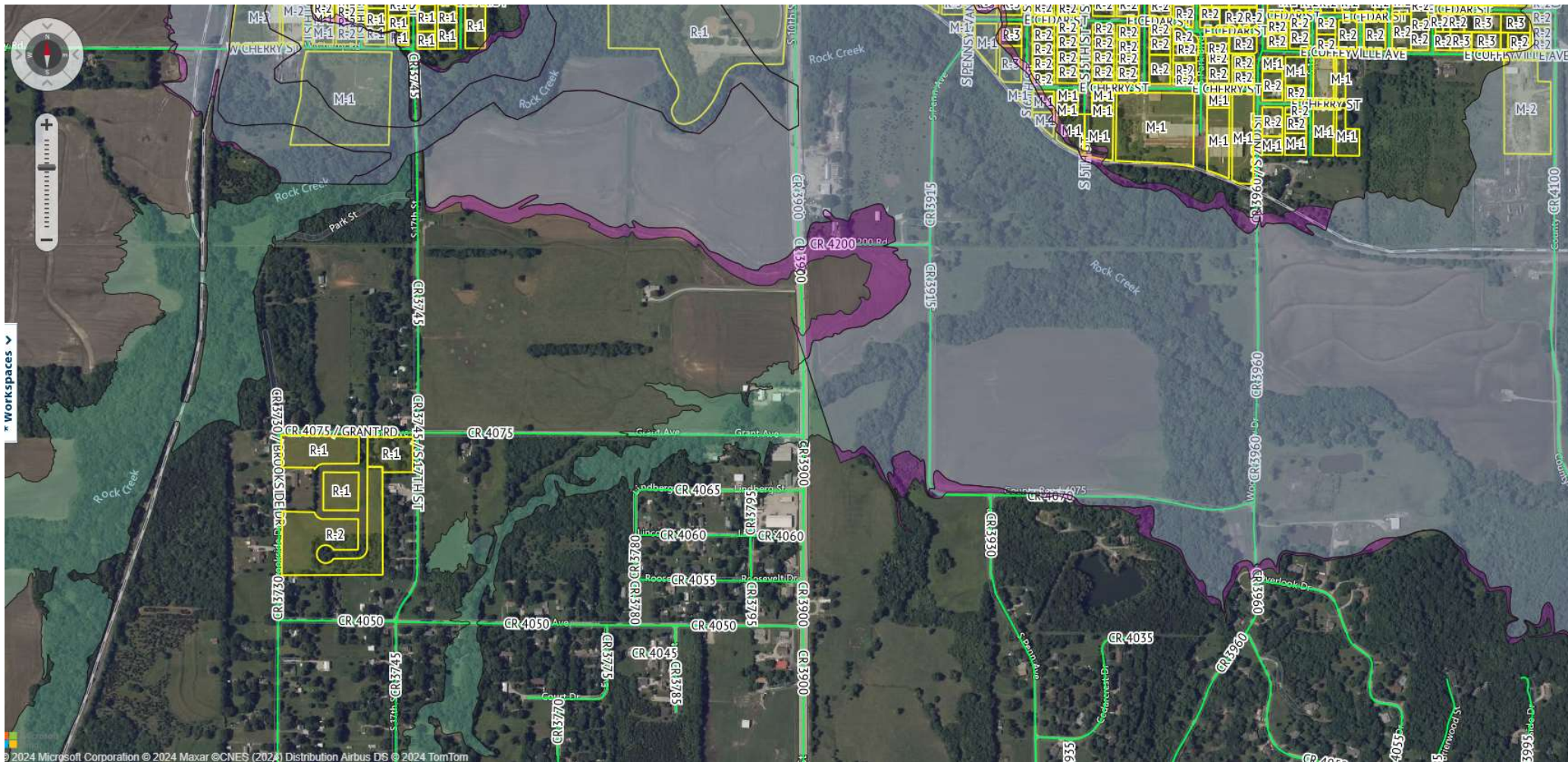
Willow Street to Chestnut Street (East City Limits)



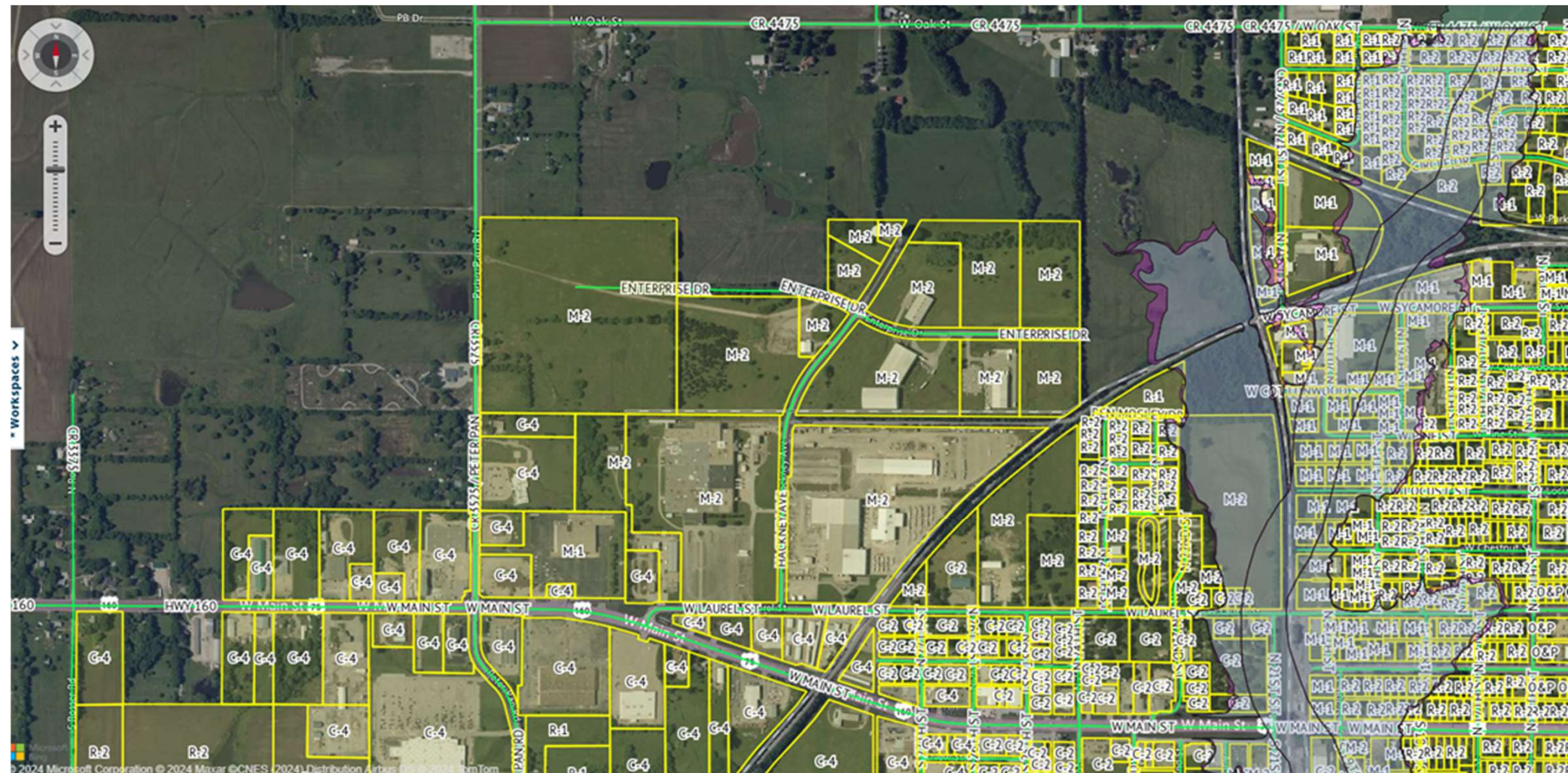
Chestnut Street to South City Limits (East City Limits)



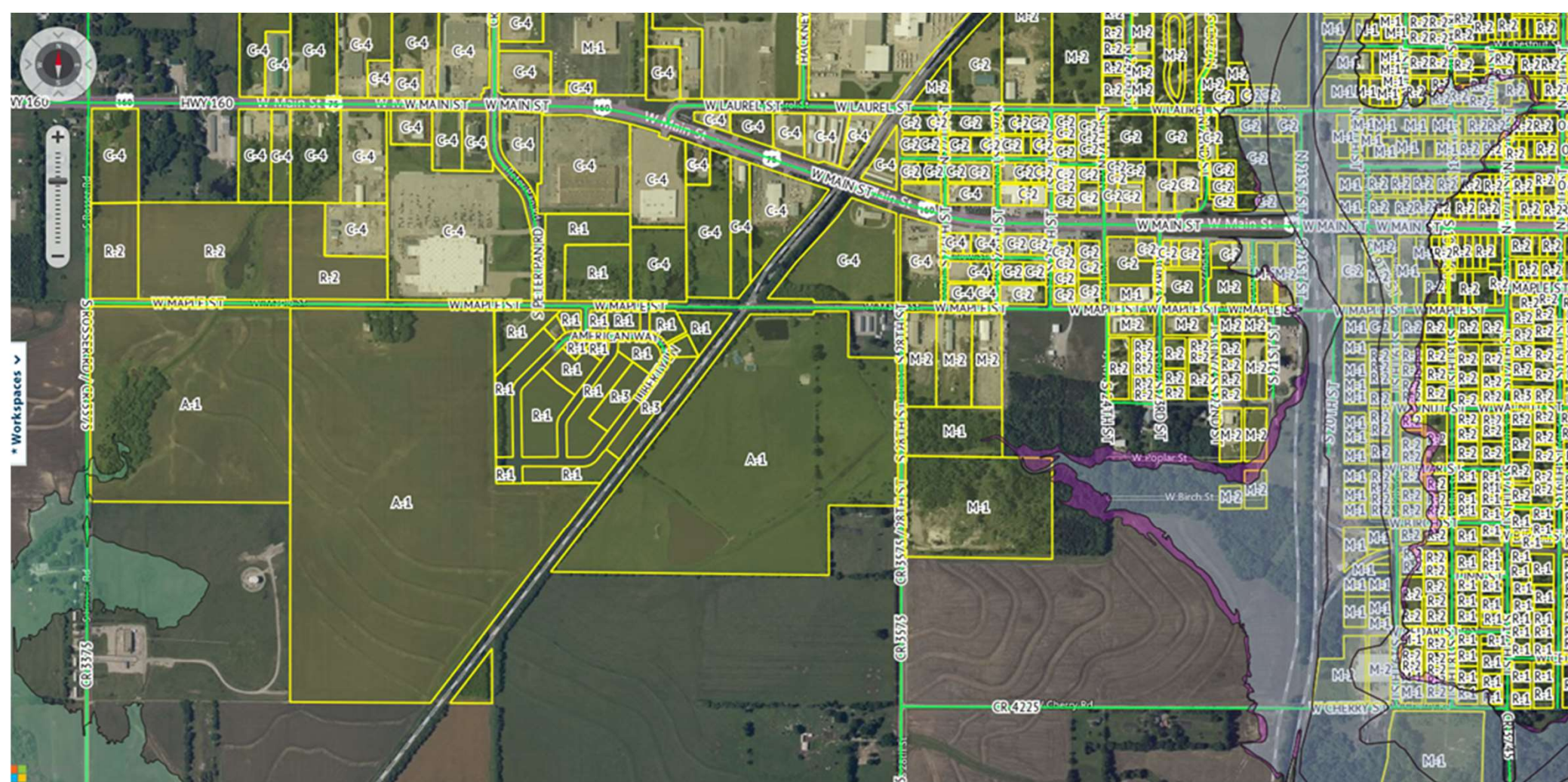
17th Street/Grant Avenue



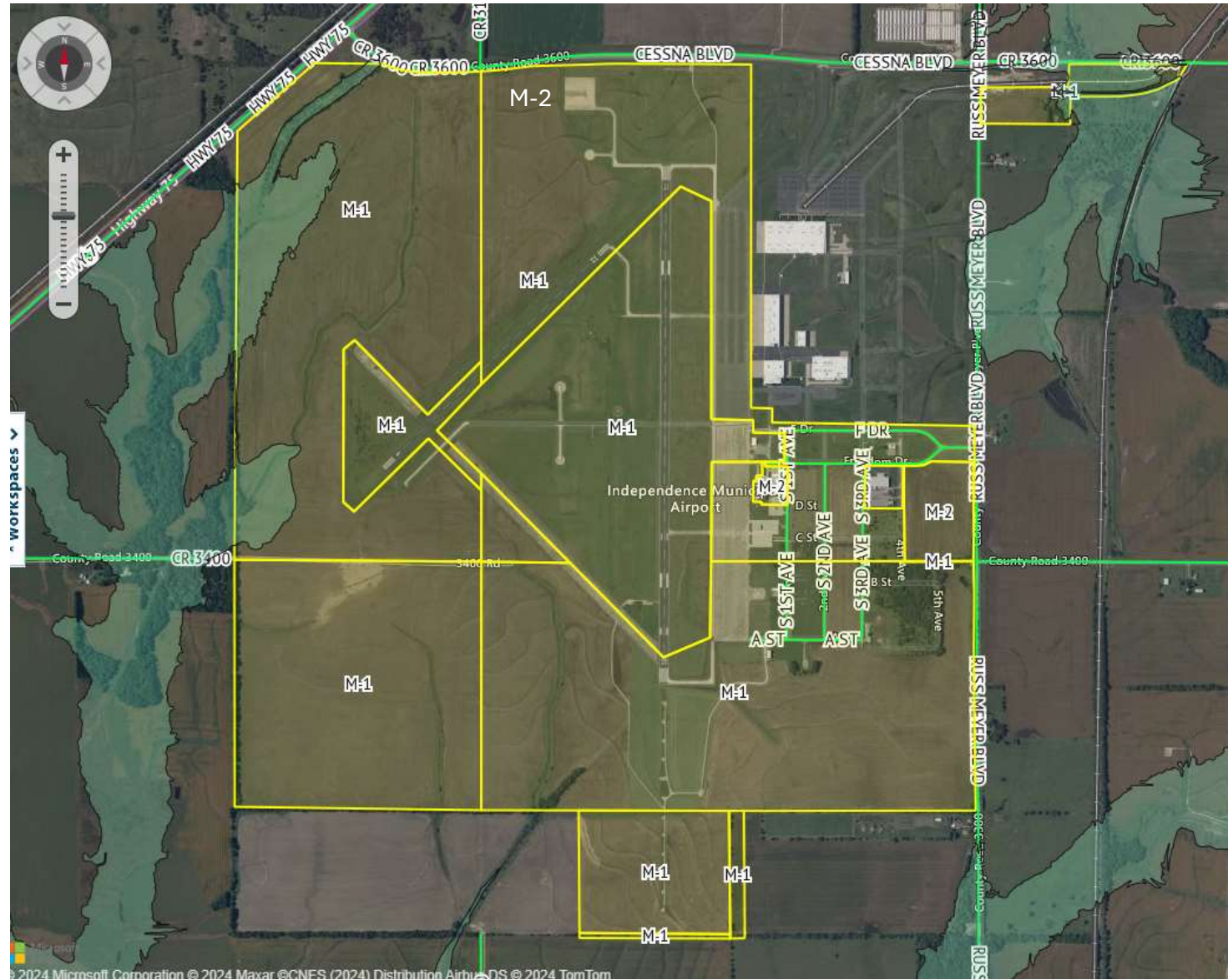
Oak Street to Main Street (West City Limits)



Main Street to South City Limits (West City Limits)



Independence Municipal Airport

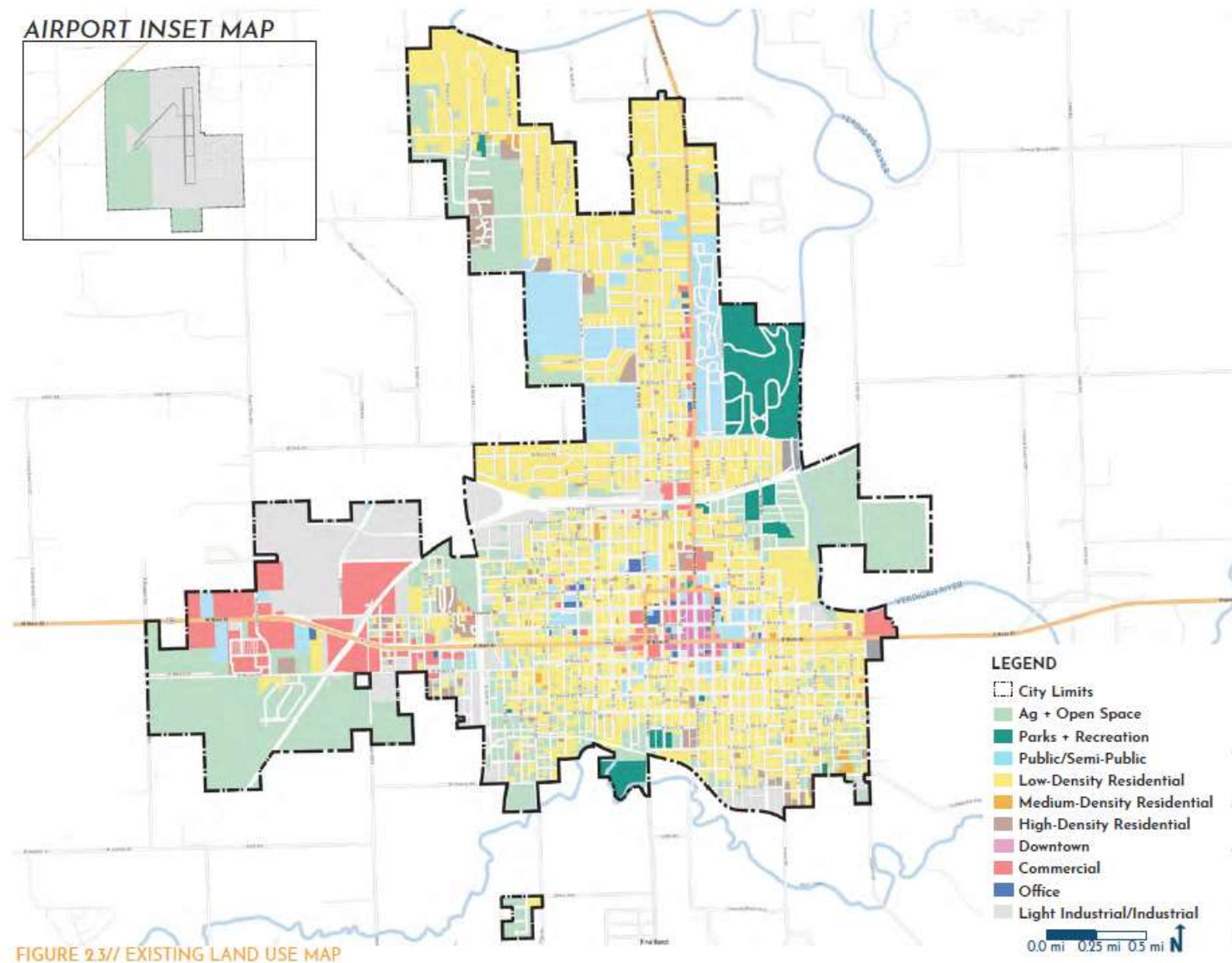


Attachment B

Existing and Future Land Use Maps

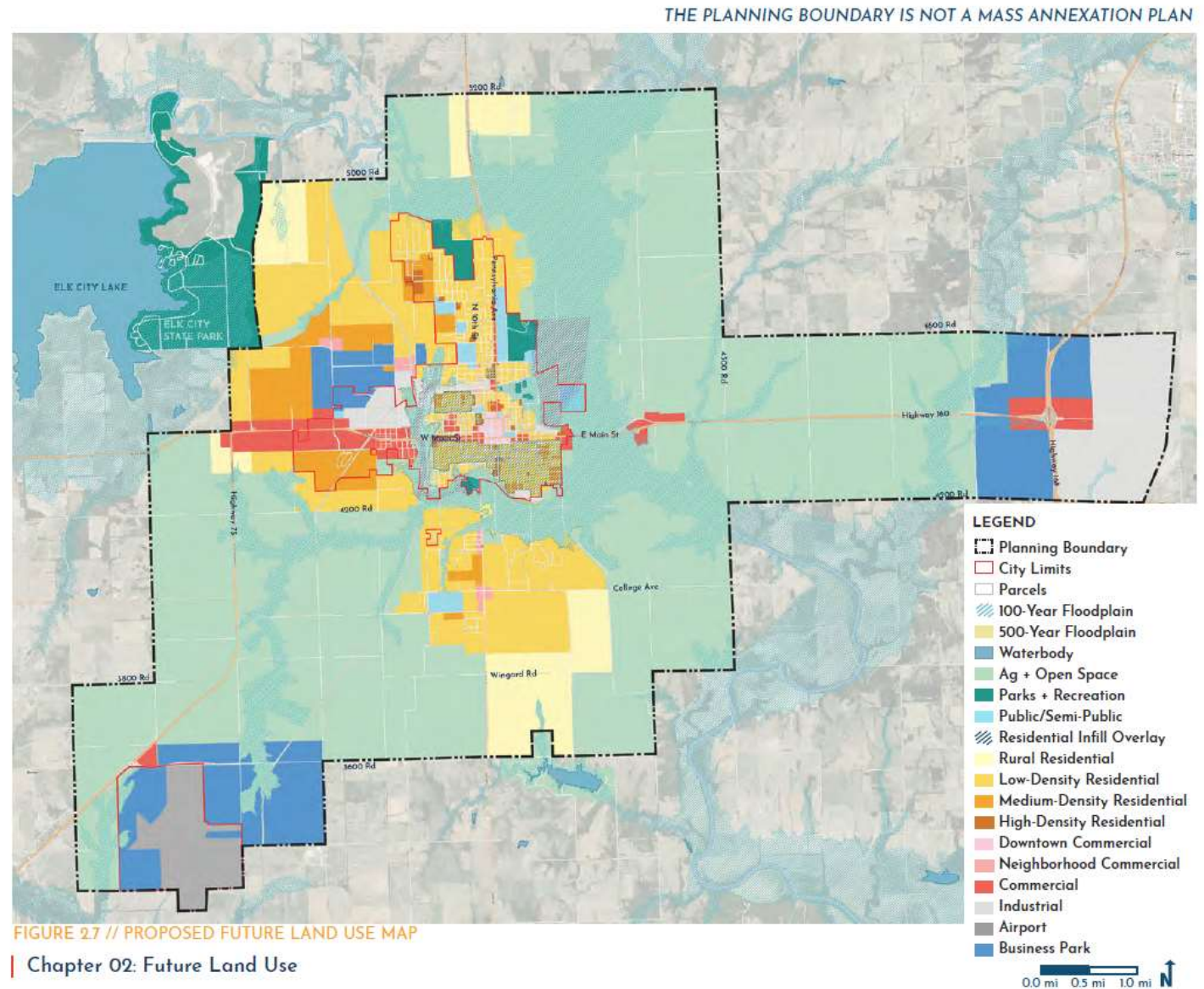
Land use designations may change during the duration of the plan. Any such changes will be reflected in accordance with updates to the Comprehensive Plan, or other applicable planning documents.

Existing Land Use



Future Land Use

Adopted May 23, 2024 as part of the Community Development/ Comprehensive Plan





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 13, 2025

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider Ordinance No. 4479 amending the hardship and appeal process in the maintenance code.

SUMMARY RECOMMENDATION Staff recommends approval of the Ordinance No. 4479.

BACKGROUND The City Commission adopted the maintenance code in September 2024 and City Staff is requesting a modification to the hardship / appeals process. The proposed changes would allow appeals to be made first to the City appeals officer appointed by the City Manager. If the complainant disagrees with the City's decision, they may further appeal to the governing body for a final determination.

FINANCIAL INFORMATION There is no financial impact regarding this amendment of the ordinance.

SUGGESTED MOTION I move to approve Ordinance No. 4479 amending the hardship and appeal process in the maintenance code.

SUPPORTING DOCUMENTS

1. Ordinance 4479 - Hardship Exemptions

ORDINANCE NO. 4479

AN ORDINANCE AMENDING ORDINANCE NO. 4466 HAVING TO DO WITH HARDSHIP EXEMPTIONS

Be it ordained by the Governing Body of the City of Independence, Kansas:

Section 1. Section 42-86, Hardship Clause, (2) Application Process, as set forth in recently adopted ordinance 4466, is amended to read as follows in its entirety:

(2) Application Process:

- a. **Submission:** The applicant must submit a written request for a hardship exemption to the city clerk, including all relevant documentation and evidence supporting the claim of hardship.
- b. **Review:** The city manager, or designee, will review the application, consider the nature of the hardship, the applicant's efforts to comply, and the potential impact on the community.
- c. **Decision:** The city manager, or designee, shall make a determination on the hardship exemption within ten (10) days of the application. The decision may include specific conditions or limitations as deemed necessary to protect the public interest.
- d. **Appeal Process:** The applicant or any aggrieved party may appeal the decision of the city manager, or designee, to the governing body within two (2) days of the decision. The appeal must be in writing and must state the grounds for the appeal. The governing body shall have up to forty-five 45 days within which to schedule a date for the appeal to be heard at a public meeting of the governing body. During the appeal process, the initial hardship determination will remain in effect, and the applicant shall be required to continue working on the property as required by the city code within the applicable time frames. The decision of the

governing body shall be issued in writing, signed by the mayor and shall be final.

Section 2. 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, Kansas, on the 13th day of February, 2025.

W.S. SMITH Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 13, 2025

Department Admin

Director Approval

AGENDA ITEM Consider a resolution to rescind the condemnation action of 1016 E. Edison Street.

SUMMARY RECOMMENDATION City staff recommends the City Commission rescind the condemnation of 1016 E. Edison Street.

BACKGROUND The City of Independence has inspected the property at 1016 E. Edison, which has successfully passed a Housing Quality Standards (HQS) inspection for occupancy. This property previously sustained extensive structural damage due to a fire. The owner provided a repair timeline and has worked closely with the City to complete the necessary repairs.

While a resolution condemning the property was never formally adopted, a resolution was filed with the Register of Deeds when the property was initially scheduled for a public hearing. To ensure that no documents cloud the property's title, it is recommended that a resolution be adopted to rescind the condemnation action, which will then be filed with the Register of Deeds.

Additionally, the City received \$3,750.00 from the owner's insurance company. We request that these funds be refunded to the owner.

FINANCIAL INFORMATION No cost to the City and the insurance proceeds have been held in the Fire demolition account and will be returned to the owner.

SUGGESTED MOTION I moved to adopt a resolution rescinding previous resolutions, which set the date for considering the condemnation of 1016 E. Edison Street as dangerous and unsafe and returning any insurance proceeds the City may have.

SUPPORTING DOCUMENTS

1. RESOLUTION 2025-011 - RESCIND CONDEMNATION - 1016 E Edison
2. 1016 E Edison St Lariat Ent LLC - HQS

RESOLUTION NO. 2025-011

A RESOLUTION RESCINDING A PREVIOUS RESOLUTION WHICH SET A HEARING DATE TO CONSIDER CONDEMNATION

WHEREAS, the Governing Body of the City of Independence, Kansas, previously adopted a resolution setting a hearing to consider condemning certain property located within the City as being dangerous and unsafe;

AND WHEREAS, the owner of said property has taken steps to make repairs and/or improvements to the property.

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

The resolution setting a hearing to consider condemning the following described property as being dangerous and unsafe is hereby rescinded and the property is released from all condemnation proceedings:

Legal Description

Lot 129 of the Aganippe Park Addition to the City of Independence, Montgomery County, Kansas

Common Address

1016 E Edison Street

Mortgage

Adopted this 13th day of February, 2025.

(SEAL)

Mayor

City Clerk

waiting on check

Inspection Checklist

Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp 04/30/2018)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Privacy Act Statement The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector Erin Musgrove		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy) 1/15/2025
Type of Inspection Initial ☐ Special ☐ Reinspection ☐		Date of Last Inspection (mm/dd/yyyy)	PHA
A. General Information			
Inspected Unit SFR		Year Constructed (yyyy) 1915	Housing Type (check as appropriate) ☒ Single Family Detached ☐ Duplex or Two Family ☐ Row House or Town House ☐ Low Rise 3, 4 Stories, Including Garden Apartment ☐ High Rise, 5 or More Stories ☐ Manufactured Home ☐ Congregate ☐ Congregate ☐ Independent Group Residence ☐ Single Room Occupancy ☐ Shared Housing ☐ Other
Full Address (including Street, City, County, State, Zip) 1016 E Edison Independence KS 67301			
Number of Children in Family Under 6			
Owner Lariat Bnt. LLC			
Name of Owner or Agent Authorized to Lease Unit Inspected			
Address of Owner or Agent 1016 E Edison St Independence KS 67301			

B. Summary Decision On Unit (To be completed after form has been filled out)

☒ Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms
☐ Fail		4
☐ Inconclusive		

Inspection Checklist

Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.1	Living Room Present	☒				
1.2	Electricity	☒				
1.3	Electrical Hazards	☒				
1.4	Security	☒			need to push hard to lock	
1.5	Window Condition	☒				
1.6	Ceiling Condition	☒				
1.7	Wall Condition	☒			New Rough	
1.8	Floor Condition	☒				

Previous editions are obsolete.

Page 1 of 8

form HUD-52580 (4/2015)
ref Handbook 7420.8

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present	✓				
2.2	Electricity	✓			South wall Plug/Loose	1/16 Repaired
2.3	Electrical Hazards	✓				
2.4	Security	✓				
2.5	Window Condition	✓			Plastic Cover on old window	
2.6	Ceiling Condition	✓				
2.7	Wall Condition	✓				
2.8	Floor Condition	✓				
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	✓			Not Applicable	
2.10	Stove or Range with Oven				None	
2.11	Refrigerator				None	
2.12	Sink	✓			not draining properly	1/16 snaked
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present	✓				
3.2	Electricity	✓			Switches loose	1/16 good
3.3	Electrical Hazards	✓				
3.4	Security	✓				
3.5	Window Condition	✓				
3.6	Ceiling Condition	✓				
3.7	Wall Condition	✓				
3.8	Floor Condition	✓				
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	✓			Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit	✓			needs new guts	1/16 fixed
3.11	Fixed Wash Basin or Lavatory in Unit	✓				
3.12	Tub or Shower in Unit	✓				
3.13	Ventilation	✓			Window	

Item No. 4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1 Room Code* and Room Location ☐	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	1 Floor Level
4.2 Electricity/Illumination	✓				
4.3 Electrical Hazards	✓				
4.4 Security	✓				
4.5 Window Condition	✓				
4.6 Ceiling Condition	✓				
4.7 Wall Condition	✓			closet needs finished	
4.8 Floor Condition	✓				
4.9 Lead-Based Paint				☐ Not Applicable	
Are all painted surfaces free of deteriorated paint?					
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10 Smoke Detectors	✓				
4.1 Room Code* and Room Location ☐	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	2 Floor Level
4.2 Electricity/Illumination	✓				
4.3 Electrical Hazards	✓				
4.4 Security	✓				
4.5 Window Condition	✓				
4.6 Ceiling Condition	✓				
4.7 Wall Condition	✓			no closet	
4.8 Floor Condition	✓				
4.9 Lead-Based Paint				☐ Not Applicable	
Are all painted surfaces free of deteriorated paint?					
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10 Smoke Detectors	✓				
4.1 Room Code* and Room Location ☐	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	2 Floor Level
4.2 Electricity/Illumination	✓				
4.3 Electrical Hazards	✓				
4.4 Security	✓				
4.5 Window Condition	✓				
4.6 Ceiling Condition	✓				
4.7 Wall Condition	✓			no closet	
4.8 Floor Condition	✓				
4.9 Lead-Based Paint				☐ Not Applicable	
Are all painted surfaces free of deteriorated paint?					
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
	✓				

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code * and Room Location 1	(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear		2 Floor Level	
4.2	Electricity/Illumination	✓				
4.3	Electrical Hazards	✓				
4.4	Security	✓				
4.5	Window Condition	✓				
4.6	Ceiling Condition	✓				
4.7	Wall Condition	✓			no closet	
4.8	Floor Condition	✓				
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location 3	(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear		Floor Level	
4.2	Electricity/Illumination	✓				
4.3	Electrical Hazards	✓				
4.4	Security	✓				
4.5	Window Condition	✓				
4.6	Ceiling Condition	✓				
4.7	Wall Condition	✓				
4.8	Floor Condition	✓				
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
	5. All Secondary Rooms (Rooms not used for living) 2nd Bath Tub Shower lav. stool					
5.1	None Go to Part 6					
5.2	Security	✓				
5.3	Electrical Hazards	✓				
5.4	Other Potentially Hazardous Features in these Rooms	✓				

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation	✓				
6.2	Condition of Stairs, Rails, and Porches	✓				
6.3	Condition of Roof/Gutters	✓				
6.4	Condition of Exterior Surfaces	✓				
6.5	Condition of Chimney				NA	
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment	✓			Electric	
7.2	Safety of Heating Equipment	✓			Plenum in dining room	Put Shelf under
7.3	Ventilation/Cooling	✓			will use window units	
7.4	Water Heater	✓			Electric	
7.5	Approvable Water Supply	✓				
7.6	Plumbing				Roots in drain drain line	1/2 Roto-Rooter
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit	✓				
8.2	Fire Exits	✓				
8.3	Evidence of Infestation	✓				
8.4	Garbage and Debris	✓				
8.5	Refuse Disposal	✓				
8.6	Interior Stairs and Common Halls	✓			old short stairs	
8.7	Other Interior Hazards					
8.8	Elevators	NA				
8.9	Interior Air Quality	✓				
8.10	Site and Neighborhood Conditions	✓				
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent.
Check/list any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)**1. Living Room**

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

2. Kitchen

- ☐ Dishwasher
- ☐ Separate freezer
- ☐ Garbage disposal
- ☐ Eating counter/breakfast nook
- ☐ Pantry or abundant shelving or cabinets
- ☐ Double oven/self cleaning oven, microwave
- ☐ Double sink
- ☐ High quality cabinets
- ☐ Abundant counter-top space
- ☐ Modern appliance(s)
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

3. Other Rooms Used for Living

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

4. Bath

- ☐ Special feature shower head
- ☐ Built-in heat lamp
- ☐ Large mirrors
- ☐ Glass door on shower/tub
- ☐ Separate dressing room
- ☐ Double sink or special lavatory
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

5. Overall Characteristics

- ☐ Storm windows and doors
- ☐ Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- ☐ Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- ☐ Garage or parking facilities
- ☐ Driveway
- ☐ Large yard
- ☐ Good maintenance of building exterior
- ☐ Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. ☐ Yes ☐ No
Disability

1. Does the owner make repairs when asked? Yes ☐ No ☐
2. How many people live there?
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave ☐
6. Is there anything else you want to tell us? (specify) Yes ☐ No ☐



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 13, 2025

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider approval of a mechanical engineering agreement for HVAC replacement at Memorial Hall.

SUMMARY RECOMMENDATION City staff recommends authorizing the finalization of an agreement with LS&A, not to exceed \$48,300.00, and subject to review and approval by the City Attorney. Upon approval, the City Manager will be authorized to sign the agreement on behalf of the City.

BACKGROUND RFP Recommendation for Mechanical Engineering Services – Memorial Hall HVAC System Replacement

The Memorial Hall HVAC system comprises a chilled water system and a separate HVAC system with an air handler dedicated to cooling the auditorium space. Installed in 2006, the current system has reached the end of its operational life and requires replacement.

The City issued a Request for Proposals (RFP) seeking mechanical engineering services to analyze the existing HVAC condensing units and chilled water system. The RFP requested three replacement options:

1. Replacing the current system with a similar dual-chiller and condensing unit setup.
2. Considering a single-chiller system with retrofitting the auditorium to integrate with the chilled water system.
3. Evaluating alternative solutions recommended by the engineering firms.

The scope of work also includes upgrading the temperature control system to enhance energy efficiency through scheduling capabilities and remote access, as well as evaluating the building's generator to ensure sufficient backup power for the HVAC system.

The City received proposals from two reputable mechanical engineering firms. After thorough review, both firms were found capable of fulfilling the project requirements. However, LS&A held an advantage due to their prior experience designing the current HVAC system, their involvement in other City projects, their familiarity with Memorial Hall, and a competitive project timeline and pricing structure. LS&A's proposal scored slightly higher than LFA's, based on these criteria.

Memorial Hall HVAC Replacement Project – Funding and Historic Tax Credit Application

The Memorial Hall HVAC replacement project will be included in the City's 2026 Capital Improvement Plan (CIP) budget. To help offset the overall project cost, the Administrative Assistant to the City Manager is currently preparing an application for Historic Tax Credits.

This application must be submitted and approved prior to the start of work in 2026. However, the tax credits will not be available until after the project is completed.

FINANCIAL INFORMATION The mechanical engineering fees associated with the project will be funded through Memorial Hall's 2025 budgeted allocations, not to exceed \$48,300.

SUGGESTED MOTION I move to approve staff to finalize an agreement with LS&A subject to the City Attorney's approval and the City Manager's signature not to exceed \$48,300.00.

SUPPORTING DOCUMENTS

1. 02-03-25_Independence Memorial Hall HVAC Replacement
2. LFA RFP Independence Memorial Hall 2025.02



Independence Memorial Hall HVAC System Replacement Request for Proposal

Submitted
by



February 3, 2025

February 3, 2025

David Cowan
Asst. City Manager
120 N. 6th Street
Independence, KS 67301

Re: HVAC Replacement – Memorial Hall

Dear David,

Latimer, Sommers & Associates, P.A. is pleased to submit our qualifications for the HVAC Replacement – Memorial Hall Request for Proposal. Enclosed you will find some brief descriptions of recent chiller projects and air-conditioning upgrade projects I personally worked on for buildings located within Kansas.

Latimer, Sommers and Associates (LSA) is a consulting engineering firm specializing in the mechanical, electrical, plumbing and telecommunications systems design for new and renovated buildings as well as system upgrade projects.

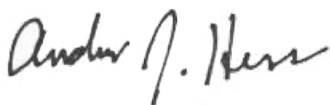
A significant portion of the services provided by LSA over the last 20+ years has involved “on-call” consulting engineering services for many agencies for the State of Kansas. These agencies include the Department of Administration Office of Facilities and Property Management, Department of Corrections, Department of Aging and Disability Services, and the Adjutant General’s Department to name a few. Projects delivered through our “on-call” engagements with these agencies are very similar to the potential chiller replacement project at Memorial Hall.

I anticipate Justin Watson and myself working on the project together.

I have included our resumes, relevant project pages, our firm profile, pricing form, vendor data form, a list of relevant projects and proposed project timeline.

We are very interested in working with you and the City staff on this potential air-conditioning project. Thank you for the opportunity and your consideration. Please feel free to contact me if you have any additional questions.

Sincerely,



Andrew J. Hess, P.E., LEED AP



**Andrew J. Hess,
P.E., LEED AP**

Education: Bachelor of Science
Architectural Engineering, 2003
Kansas State University
Accreditations: LEED Accredited
Professional

Years of Experience: 22
Firm Responsibility: Partner
Registration: Kansas # 20041
Office Location: Topeka, Kansas

Experience and Qualifications Relevant to Project:

Andrew Hess is a Partner of Latimer, Sommers & Associates, P.A. and has been part of the company for 20 years. Mr. Hess provides mechanical, electrical, and plumbing design and develops construction contract documents for the firm. He also oversees construction administration for projects in which he is involved. Mr. Hess works as a prime consultant to building owners and state agencies as well as a sub-consultant to many architectural firms. He accurately documents existing mechanical and electrical systems within individual buildings as well as facilities with multiple buildings and centralized utilities. Mr. Hess strives to understand a building owner or governmental agency's needs, analyze practical solutions, and implement mechanical and electrical system upgrade designs. This design approach focuses on the long-term viability and system maintenance of individual buildings and institutional facilities.

Mr. Hess works directly with the client to develop the scope and program for each project. He also personally completes each project design and oversees project construction. His recent work includes existing building renovations and specific system upgrade projects for municipal, State Hospital, correctional, and university sites throughout the State of Kansas.

RELEVANT PROJECTS:

Larned State Hospital

Larned, Kansas

- Isaac Ray Chiller Replacements (phase 1, 2, and 3)
- Various Fire Alarm Replacement Projects

Ottawa County Hospital

Minneapolis, Kansas

- HVAC Upgrades, TCU Wing

Emporia State University

Emporia, Kansas

- Towers Complex Chiller Replacement
- Campus Chilled Water Plant
- Campus Tunnel Chilled Water Piping

Kansas Juvenile Correctional Complex

Topeka, Kansas

- Chiller Replacement

Kansas Neurological Institute

Topeka, Kansas

- Chiller Replacements (various buildings)
- Tunnel Steam Piping Supports and Anchors
- Various Fire Alarm Replacement Projects

First Baptist Church

Topeka, Kansas

- Chiller Replacement

First Lutheran Church

Topeka, Kansas

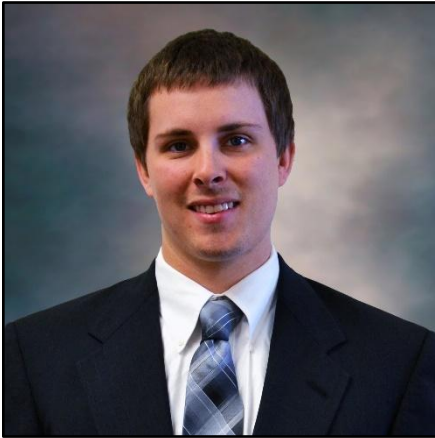
- Chiller Replacement

Jayhawk Theater Historic Renovation

Topeka, Kansas

Independence City Hall Historic Renovation

Independence, Kansas



**Justin D. Watson,
P.E.**

Education: Bachelor of Science
Mechanical Engineering, 2016
Kansas State University
Registration: Kansas #29167

Years of Experience: 8
Firm Responsibility: Associate,
Staff Engineer
Office Location: Topeka, Kansas

Experience and Qualifications Relevant to Project:

Justin D. Watson, P.E. has been working for LSA since January 2017, shortly after graduating from Kansas State University with a Bachelor of Science in Mechanical Engineering. Justin has worked alongside the Partners of the firm to design mechanical, electrical, and plumbing systems for many different types of projects. Some of Justin's recent work includes office buildings, military projects, university buildings, multi-family housing, and industrial manufacturing facilities.

RELEVANT PROJECTS:

Larned State Hospital

Larned, Kansas

- Isaac Ray Chiller Replacements (phase 3)

Kansas Neurological Institute

Topeka, Kansas

- Pleasant View Chiller Replacements

Johnson County

Various Locations, Kansas

- Sunset Drive Office Building Boiler Replacement
- New Century Adult Detention Center Air Handling Unit Study

Kansas State University

Manhattan, Kansas

- Anderson Hall First Floor Corridor Upgrade
- Bluemont Hall Cobre CNAP Renovations 4th & 5th Floors
- Bluemont Hall First Floor Renovation
- Myers Hall Basement Renovation
- Waters Hall Laboratory Improvements
- Hazardous Transfer Facility
- Coles Hall Renovation
- Cardwell Hall Renovation

Hill's Pet Nutrition Center

Topeka, Kansas

- Building A3 Central Services Addition
- Building A2 Cognition Lab Remodel
- South Expansion Phase 1 (Building B3)
- Canine Colony Housing Upgrades
- EFL Bathroom Upgrades
- Building A2 Office Remodel
- Organic Waste Facility
- New Security Station
- Building A2 Wearables Lab

Kansas Department of Wildlife & Parks

Various Locations, Kansas

- Clinton State Park Visitor Center
- Colby District Office Building
- Kanopolis Visitor Center
- Lehigh-Portland Park Visitor Center

Kansas Neurological Institute

Topeka, Kansas

- Pleasant View Chiller Replacement

Project Owner:

State of Kansas
Department of Aging &
Disability Services (KDADS)

Point of Contact:

John Golightley

**Point of Contact Telephone
Number:**

(620) 285-1376

Completion Date:

Professional Services: 2025
Construction: 2025

Project Cost:

Total Cost: \$2.1 M

This project involves replacement of an existing air-cooled chiller for the Isaac Ray Building at Larned State Hospital.

New piping will be connected to existing building piping to allow for uninterrupted air condition service for the building. LSA worked with staff and presented options for chiller placement on site. Air movement around the chillers, project installation costs, facility security measures, and system maintenance were compared for the options presented. Once the placement was determined, construction documents were completed, and the project was bid through the State of Kansas OFPM plan room.

The project also included a rental (temporary) chiller. The rental chiller will be installed while the permanent chiller is on order. The design documents included provisions to connect the rental chiller to the existing building services. The cost of the rental chiller was included in the bid documents.

LSA has also provided design services for the replacement of the 2nd chiller and 3rd chiller at the Isaac Ray Building. Construction is planned for 2025. These three projects were bid independently.



Project Owner:
Emporia State University

Point of Contact:
Cass Coughlin

**Point of Contact Telephone
Number:** (620) 794-2476

**Project Design and Project
Construction:** 2020 - 2021

The project involved mechanical, electrical, and plumbing design services for replacement of an aged indoor water-cooled chiller and remote cooling tower. An exterior 180-ton air-cooled packaged chiller was installed for air-conditioning needs at the residence hall located on the campus of Emporia State University. LSA worked directly with the university as part of their “on-call” engineering engagement.

The design for the project included HDPE below grade chilled water piping, tunnel piping supports, water-to-water heat exchanger, glycol feed water, system, chilled water buffer tanks, and dedicated chiller pumping.

The modifications to the chilled water system were made during the winter so as not to affect the remainder of the building’s HVAC system operation. The building remained occupied during the construction which took place within the building’s mechanical room and on the building’s exterior.



Project Owner:

Faith Lutheran Church

Point of Contact:

Dan Ramsey and Kevin McCarthy

Point of Contact Telephone

Number: (785) 272-4214

Project Design and Project

Construction: 2020-2021

This project included replacement of an existing 80-ton exterior air-cooled condensing unit, interior chiller barrel, and refrigerant piping with a packaged 90-ton air-cooled chiller. The total project cost was approximately \$215,000.

LSA provided mechanical and electrical design services and bidding documents for the project. LSA received bids from local pre-selected contractors. Once the project was awarded LSA oversaw construction and implementation of the new chilled water system.

Chilled water piping was routed below grade to the new chiller below the existing church driveway without disrupting the existing asphalt or parking lot.

The existing air-cooled condensing unit equipment pad was removed, and a new chiller foundation was provided as part of the design documents and construction.

The building's existing Johnson Controls temperature control system was extended to the new chilled water system.

The existing building's HVAC system operation was unaffected by the modifications made to the chilled water system during construction.

A chilled water jockey pump, jacket heater and pipe heat tracing were also provided for chiller freeze protection.



**EXISTING CHILLER
CONDENSING UNIT**



**NEW PACKAGED CHILLER AND
FOUNDATION**

Project Owner:

Kansas Neurological Institute
(KNI)

Kansas Department of Aging
Disability Services (KDADS)

Point of Contact:

John Golightley

Point of Contact Telephone

Number: (785) 296-3772

Project Design and Project

Construction: 2015 - 2017



This project consisted of HVAC upgrades for the 50,000 square foot Wheatland Building on the campus of the Kansas Neurological Institute in Topeka, Kansas. The building houses administration offices, patient programs, and patient services type occupancies. LSA worked under the “on-call” engineering services engagement for the Kansas Department for Aging and Disability Services (KDADS) for all phases of the project.

Phase 1 of the project included the replacement of existing pneumatic variable air volume boxes (VAV) with new direct digital control VAV boxes. The existing direct digital control system was also upgraded as part of the project. LSA worked closely with the maintenance staff to verify existing conditions on site and determine the project scope and budget.

Total phase 1 project cost: \$386,000.

Phase 2 of the project consisted of removing the existing hot water heating system piping and perimeter fin tube radiators within the building. New hot water piping was installed and connected to the new VAV boxes installed in Phase 1 of the project. LSA coordinated with KNI staff to minimize downtime of the existing HVAC systems all while keeping the building fully occupied during construction. A new steam to hot water heat exchanger system, hot water pumps, and electric summer boiler system was designed and installed.

Total phase 2 project cost: \$660,000.

Phase 3 of the project consisted of replacing the existing cooling systems for the building. Existing direct expansion remote condensing units and air-handling unit coils were removed from the building. A new packaged chiller was placed on the roof of the existing building to serve the building’s air-conditioning needs. Several components of the existing air-handling units including cooling coils, DDC controls, drain pans, turning vanes and air dampers were also upgraded as part of the project. LSA coordinated with KNI staff to minimize downtime of the existing HVAC systems all while keeping the building fully occupied during construction. LSA also contracted with a structural engineer to design a steel super structure to place the new chiller on the existing building’s roof.

Total phase 3 project cost: \$320,000.

Chiller Projects:

Kansas Neurological Institute Wheatland

Topeka, Kansas | 2016

Kansas Neurological Institute Honeybee Lodge

Topeka, Kansas | 2015

Kansas Neurological Institute Flint Hills

Topeka, Kansas | 2023

Kansas Neurological Institute Pleasant View

Topeka, Kansas | 2024

Larned State Hospital Isaac Ray Building Ph1

Larned, Kansas | 2021

Larned State Hospital Isaac Ray Building Ph2

Larned, Kansas | 2024

Larned State Hospital Isaac Ray Building Ph3

Larned, Kansas | 2024

Parsons State Hospital Birch Cottage

Parsons, Kansas | 2023

Faith Lutheran Church

Topeka, Kansas | 2020

First Baptist Church

Topeka, Kansas | 2021

Kansas Juvenile Correctional Complex

Topeka, Kansas | 2021

Emporia State University Towers Complex

Emporia, Kansas | 2019

Emporia State University Chilled Water Plant, Ice Storage, Campus Piping

Emporia, Kansas | 2023

Ottawa County Hospital TCU Wing HVAC Upgrades

Minneapolis, Kansas | 2022

Historic Renovations:

Jayhawk Theater Renovation

Topeka, Kansas | 2024

Iola Theater Renovation (study)

Iola, Kansas | 2025

Independence City Hall Renovation

Independence, Kansas | 2021

Heaton Building Renovation

Norton, Kansas | 2014

Henrey Fowler Building

Abilene, Kansas | 2024



New chiller at Honeybee Lodge – KNI, Topeka, Kansas

- **Study and Design Phase: March 1, 2025 – May 15, 2025**
- **Completion of Contract Documents: May 16, 2025**
- **Pre-bid Meeting: June 12, 2025**
- **Bid Date: June 26, 2025**
- **Contract Time Frame: July 1, 2025 - July 31, 2025**
- **Equipment Procurement: August 1, 2025 – December 31, 2025***
- **Project Construction: January 1, 2026 – March 31, 2026***

***This proposed timeline is based on the chiller/HVAC project only. If a generator replacement is anticipated, the timeline may increase due to 40-50 week lead time of generator equipment. Note, the majority of electrical modifications could be made and the generator installed at a later date (summer 2026 – fall 2026).**

Richard R. Beardmore, P.E.
President/Treasurer

James A. Latimer, P.E.
Vice-President

David B. Everhart, P.E.
Secretary

Alexandre K. Karam, P.E.
Managing Partner

Andrew J. Hess, P.E.
Partner

HISTORY

LATIMER, SOMMERS AND ASSOCIATES, P.A. is a consulting firm with many years of experience in the design of mechanical, electrical and environmental building systems. LSA's present Association was founded in 1987 as the successor of two previous firms. Six partners privately hold the firm as a Professional Association.

Latimer, Sommers & Associates completes design of systems having an average annual total construction cost in excess of \$200 million. The firm's licensed engineers specialize in mechanical and electrical system design including heating, ventilation, and air conditioning (HVAC); plumbing; lighting; and power distribution. In addition, our engineers are qualified in fire suppression systems, fire detection systems, CCTV and security systems. The knowledge of these systems is essential in developing a coordinated building design consistent with the construction documents being prepared by other design professionals.

The firm has seven LEED Accredited Professionals, a certified GeoExchange Designer (IGSHPA), and a Registered Communications Distribution Designers (RCDD).

DEDICATION

LSA's innovative approach to mechanical and electrical building systems design has made it a leader in the industry. We take very seriously the challenge to provide building owners and users with the best possible environment consistent with the constraints of function, aesthetics, and available funds. Because building uses are dynamic, LSA is committed to assisting our clients throughout the lifetime of their facilities.

WORK METHOD

Our designers share ideas in developing the preliminary design of a given project to obtain a variety of options before choosing the best design alternative. This process enables the members of the firm to gain an understanding of that project and allows them an opportunity to provide a more qualified review during later stages of the design.

LSA has strived to use the most current design and documentation technology available. Currently, the firm has eleven Computer Aided Design/Drafting stations, a high speed-large format printer/scanner and color plotter with full-time support staff to ensure quick turnaround time. AutoCAD Release 2024 is the primary CAD software used for creating contract documents. The latest version of AutoDesk Revit (2024) is also being utilized to produce fully coordinated design. All software is updated as new versions become available.

QUALITY CONTROL

Our AutoCAD and Revit software systems are utilized to provide an overlay of systems, thus enhancing the coordination of building design.

Formal review conferences are held periodically with all of the project managers. The purpose of these meetings is to review design concepts, project coordination, construction costs, equipment revisions, installation procedures, and code and specification updates.

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Partner

COST CONTROL

The success of each project is dependent on good cost control. We have a library of Means Cost Estimating Guides, updated annually, and are in continual contact with contractors and product vendors to assure that our cost database remains current and up to date. As a result, LSA has been successful in designing systems within the allotted budget.

EXPERIENCE

Latimer, Sommers & Associates has a varied portfolio of successful projects including design for new and/or renovation of existing infrastructure.

Our approach includes involving, in the design process, individuals responsible for developing the functional criteria for a given project as well as those individuals responsible for maintaining the facility or building. We feel that this approach creates a tailored solution to the project that best achieves the Owner's desired results.

LICENSING

LSA is licensed in 42 of the 50 states in the U.S. as well as the District of Columbia. The following states are included:

Alabama, Arizona, Arkansas, Colorado, Connecticut, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, Washington DC, Wisconsin, and Wyoming.

LEED

LSA has had a LEED Accredited Professional (AP) since 2004. Currently more than two thirds of all engineering staff are LEED AP certified. This demonstrates our commitment to the sustainable movement, although energy conservation and occupant satisfaction has always been a priority. LSA has been involved with six LEED projects that are currently certified, two of these are Silver Level and two of them are Gold Level. For two of these projects, LSA acted as the Project Administrator to coordinate the website submission and the Design Team.

CONSTRUCTION OBSERVATION SERVICES

In order to provide a successful project outcome, meeting the requirements indicated on the construction documents is essential. The individual making observations will have the experience and authority to make field decisions. In most cases, a principal in the firm serves in this capacity.

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Partner

TECHNOLOGY DESIGN SERVICES

LSA has a Technology Design team, including one Registered Communications Distribution Designer (BICSI RCDD), that offers custom cabling and infrastructure solutions for voice, data, video, audio/visual, access control, video surveillance, intrusion detection, paging, sound masking and distributed antenna systems.

Design coordination with technology systems at the onset of a project minimizes conflicts during construction, saving the client both time and money. LSA's integrated, detailed and flexible technology design takes into consideration day-to-day activities, growth, installation, and future technologies. Additionally, LSA has experience with building assessment/analyzation and associated detailed reports to help Owners with determining the next steps in updated or repairing their existing systems.

Our goal is to guide our clients through the many decisions required when installing a new (or upgrading an existing) technology-based system. It is essential to choose a solution to meet the needs for today and to integrate the emerging technologies of tomorrow.

PERSONNEL

Latimer, Sommers & Associates has a total of 28 employees. This includes nine licensed professional engineers, three intern engineers, one Registered Communications Distribution Designer (RCDD), eleven drafting personnel and three administrative staff.

SUMMARY

We feel that our high level of expertise and commitment to the client makes Latimer, Sommers & Associates the best choice for this project. We look forward to the opportunity to prove our qualifications and thank you for your consideration of our firm.

PRICING RFP FORM

Bid Opening, February 03, 2025 at 2:00 PM

Assessment and Design Services for HVAC System Replacement at Memorial Hall.

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL
RESPONSE.**

	<u>TASK</u>	<u>TOTAL COST</u>
1	Building HVAC Assessment	\$ \$3,500.00
2	HVAC Recommendation Report	\$ \$3,500.00
3	Building HVAC PS&E (Plans, Specification and Estimates)	\$ \$24,700.00 + \$7,500.00
4	Bidding Construction Services	\$ \$2,500.00
5	Inspection and final approval	\$ \$6,600.00
↑	TOTAL	\$ \$40,800.00 + \$7,500.00 = \$48,300.00

NOTES:

REFERENCE NUMBERS ABOVE

1. THE FEE INCLUDES STUDY FOR THE GENERATOR AND STAND-BY POWER NEEDS.
2. THE FEE INCLUDES STUDY FOR THE GENERATOR AND STAND-BY POWER NEEDS.
3. \$24,700.00 FOR HVAC PLANS AND SPECS. \$7,500.00 FOR PLANS AND SPECS FOR STAND-BY POWER / GENERATOR UPGRADES.
4. THE FEE INCLUDES LSA HOLDING AN ON-SITE PRE-BID MEETING (WALK-THRU) WITH PROSPECTIVE MECHANICAL AND ELECTRICAL CONTRACTORS. LSA WILL ALSO SEND PLANS AND SPECS WITH COVER LETTER TO PROSPECTIVE CONTRACTORS. THE CITY WILL PROVIDE ANY CONTRACT DEVELOPMENT, SERVICES AND VERBIAGE, ETC. FOR THE AGREEMENT BETWEEN THE SUCCESSFUL CONTRACTOR AND THE CITY. THIS FEE IS BASED ON A SINGLE PROJECT.
5. THE FEE INCLUDES LSA HOLDING AN ON-SITE PRE-CONSTRUCTION MEETING WITH ALL SUCCESSFUL CONTRACTORS. THE FEE INCLUDES SHOP DRAWING REVIEW, RFI RESPONSES, CHANGE ORDER REQUESTS, PAY APPLICATION REVIEW, AND PDF RECORD DOCUMENTS (DRAWINGS). THE FEE INCLUDES THREE SITE VISITS DURING CONSTRUCTION. THIS FEE IS BASED ON A SINGLE PROJECT.



Office of the Assistant City Manager
120 North 6th Street
Independence, KS 67301

VENDOR DATA FORM

RFP: Assessment and Design Services for HVAC Systems

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

Contractual Name of Corporation: LATIMER SOMMERS & ASSOCIATES, P.A.

Contact Person for Agreement: ANDREW HESS

Corporate Mailing Address: 3639 SW SUMMERFIELD DRIVE, SUITE A

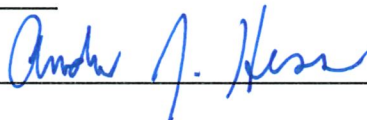
City, State and Zip Code: TOPEKA, KANSAS 66614

Email Address: ahess@lsapa.com Phone Number: 785.233.3232 (office)
or 785.213.5526 (cell)

Contact Person for Proposals: ANDREW HESS

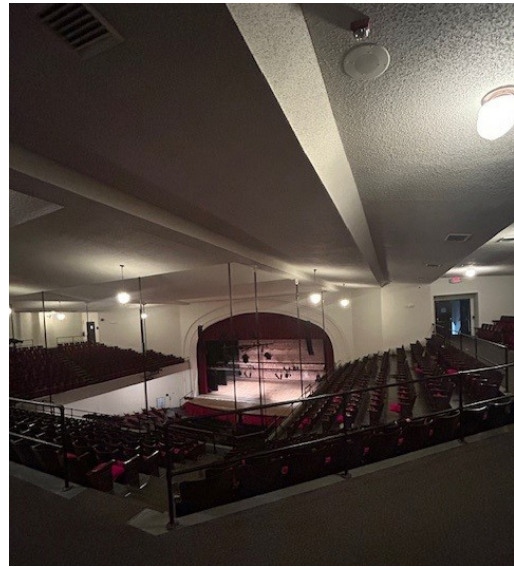
Title: PARTNER Email Address: ahess@lsapa.com

Business Phone: 785.233.3232 (office)
or 785.213.5526 (cell)

Signature of Authorized Representative: 

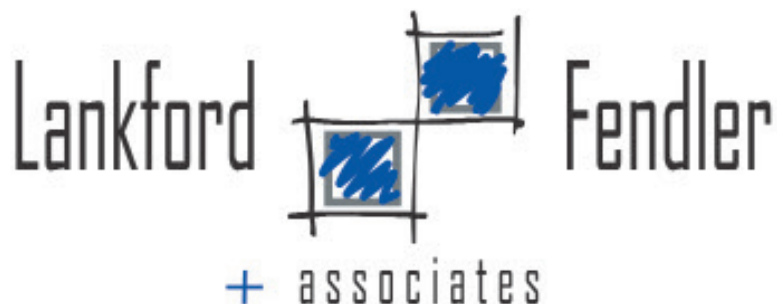
Representative's Name: ANDREW HESS

Title: PARTNER



Request for Proposal: HVAC SYSTEM REPLACEMENT OF MEMORIAL HALL

February 3, 2025



1730 Walnut Street • Kansas City, Missouri 64108 • Phone: 816-221-1411 • www.lankfordfendler.com

LETTER OF TRANSMITTAL

February 3, 2025

Office of City Clerk
City of Independence
120 N. 6th Street
Independence, KS 67301

Re: Request for Proposal: HVAC System Replacement for Memorial Hall

Dear David and City Officials of Independence, Kansas,

Thank you for the opportunity to submit our qualifications for mechanical engineering services for the HVAC System Replacement for Memorial Hall. After having the chance to make a site visit last week and get a tour with Brian McHugh, Memorial Hall Supervisor, we feel we have a deeper understanding for the needs and scope of the project. We have confidence in our team as a qualified firm for this project and believe the following differentiators set us apart.

We possess technical expertise. Our firm's experience with similar projects will allow us to draw from that knowledge and share our understanding and insight with the entire project team. Our success on projects such as the Neosho and Buchanan County Courthouses indicates our ability to successfully deliver on replacement type projects.

We understand balance. We strive for success, not just for ourselves, but for all stakeholders. We understand the magnitude of the decisions we make and how they affect the performance and operations. Our role is not limited to the systems we design, but the interplay of those systems with the operation of the facilities we design.

Our firm's success has been based predominantly on developing, building and maintaining relationships. We intend to apply the same philosophy to this project. Concepts such as early input and dialogue, dedicated principal involvement, and delivering a product that exceeds expectations create a level of trust that we strive to achieve on every project.

Additionally, we hope our recent work on projects will demonstrate our commitment as a firm and showcase our ability to look for ideal and effective solutions that are in the best interest of the city and Memorial Hall.

Thank you again for giving us the opportunity to propose our engineering services to you. We would welcome the opportunity to meet and present our qualifications to the selection committee and discuss our approach. If you have any questions or concerns about our proposals, please do not hesitate to contact me immediately.



Alan Lankford, PE, LEED AP
Principal

PROVIDER PROFILE

Lankford | Fendler + associates Consulting Engineers, Inc.

1730 Walnut Street
Kansas City, MO 64108
816-221-1411 (Fax: 1429)

Main Point of Contact:

Alan Lankford, PE LEED AP
Principal
alan@lankfordfendler.com
816-221-1411

Years of Experience providing design services: 30+

Years of Experience building city hall and/or municipal facilities: 20+

WHO WE ARE

We've been putting our hearts into our work for more than two decades providing our clients with premier planning, design and construction administration services for mechanical, electrical, technology, plumbing and fire protection systems.

Our headquarters is in the heart of Kansas City, Missouri, in the revitalized Crossroads district with a satellite office in St. Joseph, MO.

We believe the systems we design are the **beating heart** of every facility in which we work. Without mechanical, electrical and plumbing systems, a building is just a shell of bricks and mortar. But give it a heart, and that building comes alive... as a place to learn, a place to work, a place to play, or a place to call home.

OUR PHILOSOPHY

At Lankford | Fendler + associates, we do more than just show up and get the job done. We actually **listen** to what our clients have to say. Then we use our experience and expertise to come up with innovative approaches to give them what they want... and then some. We're not afraid to present a different way of doing things if it means better solutions for our clients. Our clients appreciate this open minded approach thus avoiding sometimes stale, repetitive designs.

Our project managers put their hearts and souls into building relationships and maintaining them by being present, physically and mentally, in every meeting and reviewing project plans room by room, and wall by wall to ensure that no stone is left unturned.

We know this business and we understand the importance of following through every step of the process, from detailed drawings to field inspections. Our **multi-disciplinary** expertise embraces a principle: quality architectural design is dependent upon the excellent engineering of building systems. Supporting the appearance and function of a building are the hidden, but critical systems which are quite literally what make a building work.



FOUNDED

1993

LOCATIONS

Kansas City
St. Joseph

DESIGN SERVICES

Mechanical
Electrical
Plumbing
Fire Protection
Technology
Lighting
Sustainable Design

MARKETS

Corporate
Education
Government
Mixed Use
Healthcare
Hospitality
Housing

SERVICES & SPECIALIZATION

As a mechanical, electrical and plumbing engineering firm, our work is mostly behind the scenes, and we're okay with that. It's what we do best. Although you often can't see our work, we know that **our systems help create a better environment** for the occupants.

MECHANICAL

Keeping the building comfortable, & energy costs down.

- Heating and Air-Conditioning Systems Design: Central Plant Design, Underfloor Air Systems, Ground Source Heat Pump Systems
- Building Evaluations
- Life Cycle Cost Analysis
- Energy Evaluations
- Equipment Pre-Purchase Specifications
- 24/7 Critical Systems Design

FIRE PROTECTION

Keeping people safe when things heat up.

- Wet-Pipe System Design
- Dry-Pipe System Design
- Pre-Action System Design
- Chemical Agent System Design

ELECTRICAL

Keeping the lights on, oh, and your computer, the coffee maker, and, well, just about everything.

- Power Distribution System Design
- Lighting Systems Design: Interior, Exterior, Photometric Calculations, Ambient Lighting Control
- Fire Alarm System Design
- Emergency Power Systems Design
- Existing Building Evaluations
- Medium Voltage Systems Design
- 24/7 Redundant System Design

TECHNOLOGY

Keeping things, and people, connected.

- Structured Cable System Design and Coordination
- Voice/Data System Backbone and Infrastructure Design and Coordination
- Bid-Process Management for Client
- Infrastructure equipment Selection and Specifications
- Site Inspections during Construction
- Review Cable Test Results for Compliance
- Review Operations and Maintenance Manuals for Compliance
- Voice/Data System Cable plant Auditing Reporting

PLUMBING

Keeping that water flowing.

- Sanitary, Waste & Vent System Design
- Interior Storm Drainage Systems Design
- Domestic Hot and Cold Water Systems Design
- Specialized System Design (utilizing) Water Conserving Fixtures, Gray-Water Recycling, Waste Heat Recovery for Domestic Water Heating

SUSTAINABLE DESIGN

Keeping things "green"

- Underfloor air systems, ambient daylighting controls, waterless urinals, and recycled building materials
- Member of the U.S. Green Building Council
- Currently have five LEED accredited professionals on staff.

STRUCTURED CABLE DESIGN

Keeping people connected

- Structured Cable System Design and Coordination
- Voice/Data System Backbone and Infrastructure Design and Coordination
- Bid-Process Management for Client
- Infrastructure Equipment Selection and Specifications
- Site Inspections During Construction
- Review Cable Test Results for Compliance
- Review Operations and Maintenance Manuals for Compliance
- Voice/Data System Cable Plant Auditing Reporting

SECURITY DESIGN

Keeping spaces safe

- Engineering, implementing and monitoring security measures for the protection of computer systems, networks and information
- Identifying and defining system security requirements
- Designing computer security architecture and developing detailed cyber security designs
- Configure and troubleshoot security infrastructure devices

ENERGY STAR VERIFICATION

Keeping spaces certified

- Have a working knowledge of building systems, ASHRAE Standard 55 and 62.1, and the IESNA Lighting Handbook
- Ability to review & help throughout energy star process.

PROJECT NARRATIVE



CAPACITY & CAPABILITY

Firm has the experienced personnel and support staff to begin the project immediately and within the time limitations outlined herein the Project Scope and Proposal.



PROJECT APPROACH

With any building that is occupied, especially a city building, upgrades that would be considered have to take continued use and occupancy into consideration. The approach would need to be one that considers not only the energy efficiency of the systems and serviceability but also how it would be integrated into the existing facility with minimum downtime and disruption. Routing, cutting, installing, patching, painting, etc. would all will be equally considered from the day the design starts to the completion and startup of the systems.



ROLES OF PROJECT TEAM

- Alan would be the PIC and PM for the project
- Greg would be the QC and electrical support
- Jon would be the lead mechanical engineer
- Brian would be the lead electrical engineer



FAMILIARITY WITH YOUR PROJECT SCOPE

Alan has visited, walked the site, and had in-depth discussion of how Memorial Hall operations and functions with Brian McHugh, Memorial Hall Supervisor. This approach of getting to know the building along with overseeing many different mechanical system studies throughout the metropolitan area gives him immense knowledge allowing for many options and solutions.



CRITICAL / UNIQUE ISSUE IDENTIFICATION AND APPROACH

As a firm, we have worked in other facilities such as this. We understand the importance of working in an occupied building that is historic in nature with limited space while respecting the personnel with egress and noise. We don't take lightly the importance of maintaining energy efficient design with good equipment serviceability.

To avoid critical issues, we roll up our sleeves and get dirty. We climb, we poke, we talk but especially we listen. Discussion of how, when, why and how we plan to do things is crucial to the success of this project. And upon award of the contract, we will talk and walk with the Contractor to go through things to avoid any issues such as those listed above. We will communicate from day one to the end of the project to avoid and address these issues.



PROPOSED COMMUNICATION

Weekly zoom or in person meetings throughout the project with the city personnel and subsequent meetings with the Contractor as the project dictates

RESUMES OF KEY PERSONNEL



ALAN LANKFORD PE, LEED AP Principal / Mechanical Engineer

Alan opened the doors to Lankford | Fendler + associates almost 30 years ago and now with over 35 years of multi-disciplinary experience, he is able to review, analyze and adapt to new innovative technologies from start to finish.

Relevant Project Experience

Buchanan County Courthouse Assessment & Replacement St. Joseph, MO

The study was conducted to determine the solution for outdated and inefficient mechanical systems. The study resulted in an HVAC equipment replacement project.

Jackson County Courthouse Feasibility Study Kansas City, MO

The study was conducted to determine the solution for outdated and inefficient mechanical systems. The study resulted in an HVAC equipment replacement project which was performed during occupancy of the building.

Neosho County Courthouse Study & HVAC Replacement Erie, KS

The study was conducted to determine the solution for outdated and inefficient mechanical systems. The study resulted in an HVAC equipment replacement project.

Missouri Western State University AHU Replacements & Chiller Upgrades St. Joseph, MO

Served as lead mechanical engineer in assessment of campus which included providing a report and schedule for implementation of Air Handling Unit replacements and Chiller upgrades.

Environmental Protection Agency Lenexa, KS

190,000 SF tenant improvement utilizing an underfloor air distribution system. The building is striving for LEED Gold for New Construction Certification as well as LEED Platinum for Existing Buildings O & M.

Johnson County Community College Lighting Retrofit Overland Park, KS

Campus wide lighting retrofit project upgrading from fluorescent lighting to LED lighting. The project spanned over 20 buildings, roughly 1,000,000 square feet and 20,000 light fixtures. Lankford | Fendler + associates provided design and bid documents in the form of drawings and a master retrofit spreadsheet. Lankford | Fendler assisted the college in reviewing bids, selecting a contractor and construction administration services.

Education

Kansas State University, Bachelor of Science, Architectural Engineering

Professional Affiliations

American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)

International Facilities Management Association (IFMA)

United States Green Building Council (USGBC)

Certifications

Leadership in Energy & Environmental Design Accredited Professional (LEED AP)

Professional Engineer (PE)

RESUMES OF KEY PERSONNEL CONT.



JON SCANTLIN PE, LEED AP

Senior Mechanical Engineer

With nearly two decades of experience and an architectural engineering background, Greg has an amazing ability to integrate the electrical systems within a building. His experience designing efficient systems includes all types of buildings and allows him to understand all facets of a project. His involvement in over 30 LEED projects and numerous energy saving building studies are a true testament to his commitment to sustainable design.

Relevant Project Experience

Education

Kansas State University, Bachelor of Science, Architectural Engineering

Professional Affiliations

American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE)

Certifications

Leadership in Energy & Environmental Design Accredited Professional (LEED AP)

Professional Engineer (PE)

Rackspace Headquarters

Windcrest, TX

Served as lead mechanical engineer for the remodel of 300,000 SF of existing mall facility into office space. HVAC heat rejection system consisted of 3000 ton centrifugal chilled water plant. Air distribution system utilized underfloor air distribution.

Plaza Corporate Center

Kansas City, MO

Central plant upgrade for a 100,000 SF commercial office building in Kansas City, MO consisting of replacing (2) multi-zone air handlings with new high efficiency fan walls and chilled water and hot water coil modules. Project also included the replacement of the existing water cooled chiller and replacing the existing steam boilers with new high efficiency condensing hot water boilers.

Chevron Regional Headquarters

Corvington, LA

Served as lead mechanical engineer for a new 350,000 SF office complex consisting of cafeteria, conference center, fitness center, Tier III Data Center and office space. HVAC heat rejection system consisted of 1500 ton centrifugal chilled water plant. Air distribution system utilized underfloor air distribution. LEED Gold Certification.

Jack Henry Bunker

Monett, MO

Served as lead mechanical engineer for 60,000 SF Data Center utilizing geothermal heat pumps. Heat rejection system included wells and ice melt.

Missouri Employers Mutual Insurance Office Building

Columbia, MO

Served as lead mechanical engineer for 65,000 SF office building utilizing raised floor air distribution and displacement ventilation. Atrium smoke evacuation system.

RESUMES OF KEY PERSONNEL CONT.



Education

Longview Community College
Maplewoods Community College

BRIAN C. DAY

Electrical, Security & IT Designer

Brian has nearly two decades of experience in the industry and his professional history encompasses electrical design, telecommunications design and CAD expertise across all sectors. His technical abilities include lighting design, power distribution and voice / data infrastructure design.

Relevant Project Experience

Buchanan County Courthouse Assessment & Replacement St. Joseph, MO

The study was conducted to determine the solution for outdated and inefficient mechanical systems. The study resulted in an HVAC equipment replacement project.

National Association of Insurance Commissioners Kansas City, MO

Renovations of approximately 131,000 SF of office space included the design of the security / technology cabling infrastructure and network design services along with a data center and associated data closets.

Jackson County Courthouse Independence, MO

35,400 SF building included adding air conditioning to the building and updating restroom facilities, plumbing, mechanical and electrical systems. A few additions to the space include providing state of the art card readers, security systems and IT cabling, enhanced life safety and fire protection systems and new attic insulation.

GSA Two Pershing Square Kansas City, MO

160,000 SF tenant finish office renovation project for the GSA headquarters in Region 6. The renovations include 2 full floors and 4 partial floors of office space. The building was designed for LEED Silver - Commercial Interiors Certification.

Department of Labor Two Pershing Square Kansas City, MO

84,000 SF renovation consolidating numerous agencies from multiple floors onto 2 contiguous floors. The project aims to create workspace conforming to new GSA standards, reduce overall square footage and optimize adjacencies between the various agencies supporting the Department of Labor.

EPA Region 7 Headquarters Lenexa, KS

190,000 SF tenant improvement utilizing an underfloor air distribution system. LEED Gold for New Construction Certification as well as LEED Platinum for Existing Buildings O & M. Design/Build.

RESUMES OF KEY PERSONNEL CONT.



Education

Kansas State University, Bachelor of Science, Architectural Engineering

Professional Affiliations

Urban Land Institute (ULI)

NATHAN KING

Mechanical Engineer

Nathan is an Architectural Engineer with a focus on mechanical and plumbing systems. Nathan is responsible for the physical and visual integration of these systems within the architectural features to achieve a specific design intent. He enjoys collaborating with team members to identify building efficiencies that can be leveraged to deliver a more dynamic and high functioning building. His experience in green building principles has provided guidance on cost effective strategies to better the owner and occupant experience.

Relevant Project Experience

Buchanan County Courthouse Assessment & Replacement St. Joseph, MO

The study was conducted to determine the solution for outdated and inefficient mechanical systems. The study resulted in an HVAC equipment replacement project.

Neosho County Courthouse Erie, KS

The study was conducted to determine the solution for outdated and inefficient mechanical systems. The study resulted in an HVAC equipment replacement project.

Deloitte Kansas City, MO

12,000 SF tenant improvements to the 33rd floor with new IT suite. The space includes collaborative working spaces, huddle rooms and a reception area for hosting catered events. Other upgrades and improvements include the addition of private bathrooms, break room and conference rooms.

Tutera Group Kansas City, MO

29,000 SF office renovation and addition of new heated patio. Base building work included an upgrade to the existing HVAC system to reduce energy consumption and occupant comfort.

Hinkle Law Firm Lenexa, KS

5,000 SF tenant improvement including the addition of private offices, a breakroom, conference rooms and entry with reception.

EXPERIENCE

BUCHANAN COUNTY COURTHOUSE

ST. JOSEPH, MO

Lankford | Fendler + associates is providing mechanical engineering services for the design and specification of the chiller replacements at Buchanan County Courthouse in St. Joseph, Missouri. As the engineer of record, Lankford | Fendler is currently providing design, construction document production, bidding phase services and construction administration for the removal and replacement of the chillers.

Buchanan County Courthouse is listed on the National Registry of Historic Places and as such, requires a sensitive adaptation that respects the historic integrity of the building.



LOCATION

411 Jules
St. Joseph, MO

PROJECT SIZE

20,000 SF

COST

+ \$1 Million

SERVICES

Mechanical
Electrical

KEY PROJECT DETAILS

Written Assessment
Chiller Replacement
Mechanical Design
Historic Building
Temperature Controls

CURRENT PROJECT DETAILS

Boiler Replacement

EXPERIENCE

NEOSHO COUNTY COURTHOUSE

ERIE, KS

Lankford | Fendler + associates provided engineering services for the study, design and specification of HVAC replacements and lighting upgrade at the Neosho County Courthouse in Erie, Kansas.

As the engineer of record, Lankford | Fendler provided design, construction document production, bidding phase services and construction administration for the removal and replacement of the outdated and inefficient mechanical systems as well as a complete LED redraft of the existing lighting systems.



LOCATION

100 South Main Street
Erie, KS 66733

PROJECT SIZE

20,000 SF

COST

+ \$1 Million

SERVICES

Mechanical
Electrical

KEY PROJECT DETAILS

Written Assessment
Option Review
Chiller Replacement
Mechanical Design
Historic Building
Lighting Upgrade
Temperature Control Upgrade

EXPERIENCE

JACKSON COUNTY COURTHOUSE

KANSAS CITY, MO

The plans for interior restoration and renovations to the Historic Truman Courthouse called for the building, originally constructed in 1826, to be brought back to its 1933 design when it was last substantially renovated by President Harry S Truman. That year, Truman oversaw the construction of a new courthouse in downtown Kansas City, while also remodeling the historic courthouse on Independence Square.

In addition to restoring the inside of the building to its 1933 design, improvements to the 35,400 SF building included adding air conditioning to the building and updating restroom facilities, plumbing, mechanical and electrical systems. The new HVAC included a 4-pipe chilled water system with dedicated outside air while the existing steam boiler (installed in 2009) was reused and repurposed. Modular chillers were selected for the building as these systems are less invasive and eliminate the need for demolition and helped maintain the integrity of the original building.

An elevator was installed to allow full public access to all three floors. Other design features include the preservation of all the common areas, restoring the original high plaster ceilings throughout, cleaning and restoring existing woodwork, doors and hardware, the restoration of the bell tower and the original flooring. The historical light fixtures were retrofitted in the common areas to coincide with the period of the building. A few additions to the space include providing state of the art card readers, security systems and IT cabling, enhanced life safety and fire protection systems and new attic insulation.

LOCATION

112 Lexington Avenue
Kansas City, MO

PROJECT SIZE

35,400 SF

COST

\$4 Million

SERVICES

Mechanical
Electrical
Plumbing
Fire Protection

KEY PROJECT DETAILS

4-Pipe Chilled Water System
Historical Lighting Fixtures
Refurbished Plumbing
Reused Steam Boiler
Modular Chillers
Historic Building



EXPERIENCE

ST. JOSEPH CIVIC ARENA

ST. JOSEPH, MO

Lankford | Fendler + associates provided engineering services for the design and specification of HVAC replacements and lighting upgrade at the St. Joseph Civic Arena in St. Joseph, MO.

The over 44 year old arena is a mainstay and staple within the St. Joseph community and hosts events approximately 46 out of 52 weeks of the year. Upgrades are still underway and project scope includes:

- Design of new water softener system to serve entire arena
- Storm drain assessment, recommendation and implementation
- Replacement of waste main piping on main concourse
- Replacement of existing plumbing fixtures and piping
- Reconfiguring of core restrooms including addition of new fixtures
- Mechanical system assessment and upgrades
- Electrical fixture replacements
- Assessment of concession area configuration and implementation of upgraded grease traps

LOCATION

100 N 4th Street
St. Joseph, MO

PROJECT SIZE

+ 19,000 SF

COST

+ \$3 Million

SERVICES

Mechanical
Electrical
Plumbing

KEY PROJECT DETAILS

Replaced Plumbing Fixtures
Reconfigure Restrooms
Upgrade to Mechanical System
Replaced Electrical Fixtures
Historic Building



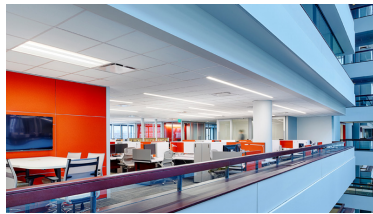
RELEVANT PROJECTS



Buchanan County Courthouse

St. Joseph, MO

The study was conducted to determine the solution for outdated and inefficient mechanical systems. The study resulted in an HVAC equipment replacement project.



EPA Region 7 Headquarters

Lenexa, KS

190,000 SF tenant improvement utilizing an underfloor air distribution system. LEED Gold for New Construction Certification as well as LEED Platinum for Existing Buildings O & M.



GSA Two Pershing Square

Kansas City, MO

160,000 SF tenant finish office renovation project for the GSA headquarters in Region 6. The renovations include 2 full floors and 4 partial floors of office space. The building was designed for LEED Silver - Commercial Interiors Certification.



Homeland Security - US Immigration & Custom Enforcement

Kansas City, MO

Remodel of 8,669 SF of space for Immigration & Custom Enforcement (ICE) at Briarcliff. The space includes offices, data rooms, evidence & weapons storage, along with holding areas with secure entrances.

Hyde Park Sports Complex

St. Joseph, MO

A multi-phase renovation project. Phase I involved the renovation of existing concessions/restroom building. Work included water line and electrical service upgrades to serve field irrigation and lighting. Phase II involved the design of a water park within the existing space.



Jackson County Courthouse Feasibility Study

Kansas City, MO

The study was conducted to determine the solution for outdated and inefficient mechanical systems. The study resulted in an HVAC equipment replacement project which was performed during occupancy of the building.

Kansas City Public School District

Kansas City, MO

District-wide security design services that included security survey, implementation and support services.



Missouri Western State University

St. Joseph, MO

Master Plan development and various remodel and new construction projects including a variety of campus buildings and square footage. Served as lead mechanical engineer in the mechanical and temperature control survey of six (6) buildings on campus. Survey was conducted over a 2 month period with results summarized in a final report that outlined systems, condition, and rating scale. Report was then implemented into design/bid documents and work is currently being done by a local contractor along with assisting the Owner in development of EVERGY rebate applications.

St. Elizabeth School

Kansas City, MO

Master Plan Development and various remodel and new construction projects including church remodel and 20,000 SF early childhood center.



St. Joseph Convention & Visitor's Bureau

St. Joseph, MO

MEP design services for the 5,000 SF new welcome center for the City of St. Joseph. This project is at the "gateway" to downtown St. Joseph. The center houses the administration offices and has a gallery and meeting rooms.

Truman Presidential Library Exterior Improvements

Independence, MO

A study, evaluation, and implementation for public improvements to all exterior spaces surrounding and within the Truman Presidential Library. The project's intent is to increase safety and public engagement on the grounds as well as enhancing the library's guest experience.

LANKFORD FENDLER TEAM



34 Staff Members

- 10 Mechanical
- 10 Electrical
- 3 Plumbing
- 8 Drafter
- 3 Admin/Clerical

4 Principals

- Alan Lankford
- Greg Fendler
- Alex Malyarov
- Jon Scantlin

REFERENCES



Neosho County

Gail Klaassen
District 3 Commissioner
(620) 222-0341



Buchanan County

Scott Burnham
Eastern District Commissioner
(816) 271-1503

Buchanan County

Kim Hartman, CPPB
Purchasing Agent
(816) 271-1512



Missouri Western State University

Bryan Adkins
Director of Physical Plant
(816) 271-4417



PRICING RFP FORM

	<u>TASK</u>	<u>TOTAL COST</u>
1	Building HVAC Assesment (includes site visit, review, programming meeting)	<u>\$ 7,250.00</u>
2	HVAC Recommendation Report (includes presentation and discussion)	<u>\$ 5,600.00</u>

<u>TOTAL DESIGN AND CONSTRUCTION SERVICES FEE</u>		<u>7 1/2 % of Construction Costs</u>
3	Building HVAC PS&E (Plans, Specification and Estimates)	<u>80% of fee</u>
4	Bidding Construction Services (includes construction meetings)	<u>15% of fee</u>
5	Inspection and final approval (includes project closeout)	<u>5 % of fee</u>
	TOTAL	



VENDOR DATA FORM

RFP: Assessment and Design Services for HVAC Systems

Contractual Name of Corporation: Lankford + associates Consulting Engineers
DBA Lankford | Fendler + associates Consulting Engineers

Contact Person for Agreement: Alan W. Lankford, PE

Corporate Mailing Address: 1730 Walnut

City, State and Zip Code: Kansas City, Missouri 64108

Email Address: alan@lankfordfendler.com

Phone Number: Office / 816-221-1411 Cell / 816-916-7181

Contact Person for Proposals: Stephanie Lankford

Title: Director of Office Operations

Email Address: stephanie@lankfordfendler.com

Business Phone: 816-221-1411

A handwritten signature in black ink, appearing to read "Alan W. Lankford".

Signature of Authorized Representative:

Representative's Name: Alan W. Lankford, PE

Title: Principal



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 13, 2025**

Department Admin

Director Approval

AGENDA ITEM Consider setting a Public Hearing to consider condemnation of 1012 W. Chestnut as dangerous and unsafe.

SUMMARY RECOMMENDATION City staff recommends setting the public hearing.

BACKGROUND On February 6, 2025, a fire caused extensive damage to the residence at 1012 W. Chestnut, rendering it uninhabitable. City staff recommends scheduling a hearing on April 24, 2025, at 5:30 PM to consider condemning the structure as dangerous and unsafe.

The property owner met with City staff on Monday and is currently obtaining cost estimates for demolition versus rehabilitation. They have committed to submitting a plan by Thursday morning outlining their intended course of action for the structure.

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

SUGGESTED MOTION I move to set a Public Hearing to consider the condemnation of 1012 W. Chestnut as dangerous and unsafe on April 24, 2025, at 5:30 PM.

SUPPORTING DOCUMENTS

1. RESOLUTION 2025-012 - CONDEMNATION - PH - 1012 W Chestnut
2. Notice - Setting Date of Public Hearing
3. PARCEL LISTING
4. 1000002513
5. 1000002533

RESOLUTION NO. 2025-012

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

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 13th day of February 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

Legal: Lot 9, Block 12, York & Wilsons Addition to the City of Independence, Montgomery County, Kansas.

Common Address: 1012 W. Chestnut Street.

Mortgage:

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

That a public hearing will be held on Thursday, **April 24, 2025** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

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

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

Adopted this 13th day of February 2025.

(SEAL)

Mayor

City Clerk



Office of the Assistant City Manager
120 North 6th Street
Independence, KS 67301

February 6, 2025

William Davison
4208 CR 3960
Independence, Ks. 67301

Subject: Public Hearing Notice Regarding Property at 1012 W. Chestnut – **Immediate Action Required**

Dear Mr. Davison:

I am writing to you concerning the property at 1012 W. Chestnut Street. The City of Independence will be asking the City Commission on **February 13, 2025**, to set a Public Hearing to consider condemnation of 1012 W. Chestnut as dangerous and unsafe on **April 24, 2025 at 5:30 PM** before the Independence City Commission at 120 N. 6th Street.

To avert condemnation of the aforementioned property, it is imperative that the ensuing actions be expeditiously undertaken:

- **Mortgage/Lien Holder:** Please provide the City Officials with you mortgage lien holder and insurance.
- **Structural Repair:** Should you choose to pursue structural repair, we insist on submitting a detailed timeline outlining the proposed remedial measures. After these repairs, the structure must pass the Housing Quality Standards (HQS) inspection for occupancy. This documentation is to be forwarded to David Cowan at davidc@independenceks.gov.
- **Property Maintenance:** Ensure the sustained maintenance of the property, including the regular mowing and trimming of grass and shrubbery.
- **Demolition Procedures:** If your decision is to proceed with the demolition of the structure, immediate commencement of this process is required. Furthermore, it provides the City with a definitive timeline for the comprehensive removal of the structure and subsequent clearance of the lot. Obtaining a demolition permit from the City of Independence is required for this purpose.

Should you need clarification or have inquiries, please do not hesitate to contact me at 620-332-2528 (office), 620.330.0056 (mobile), or by email at davidc@independenceks.gov.

Your timely cooperation in this matter is appreciated.

Sincerely,
David J. Cowan

David Cowan



Office of the Assistant City Manager
120 North 6th Street
Independence, KS 67301

Assistant City Manager
Building Official Director

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The Parcel Number for this Property is 063-087-25-0-40-34-008.00-0
Quick Ref ID: 3471

Owner Information

Owner Name	DAVISON, WILLIAM
Address	4208 CR 3960 INDEPENDENCE, KS 67301

Property Situs Address

Address	1012 W CHESTNUT ST, Independence, KS 67301
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Land Based Classification System

Function	Single family residence (detached)
Activity	Household activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	1
Zoning	
Neighborhood	108.F
Tax Unit Group	108

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1 Alley - 7
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2024 Appraised Value

Class	Land	Building	Total
Residential - R	4,370	7,620	11,990
Total	4,370	7,620	11,990

2023 Appraised Value

Class	Land	Building	Total
Residential - R	4,370	6,940	11,310
Total	4,370	6,940	11,310

Tract Description

YORK & WILSONS ADD, S25, T32, R15, BLOCK 12, Lot 9, LOT WIDTH: 050.0 LOT DEPTH: 140.0 Plat Book/Page 1 /9 Deed Book/Page 669 /1267 669 /1266 635 /1495 627 /1495 579/539 557 /818 557 /817 557 /816 531 /377 443 /248 345 /398

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
669	1267	669	1266	635	1495	579	539

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	7000										4,370

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Bungalow
Quality	FR-	Bsmt Type	Crawl - 2
Year Built	1880	Total Rooms	5
Eff Year		Bedrooms	2
MS Style	One Story	Family Rooms	
LBCSStruct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	888	Foundation	Stone - 4
Main Floor Living Area	888		
Upper Floor Living Area Pct.			
CDU	FR-		
Phys/Func/Econ	PR/ /		
Ovr Pct Gd/RCN	/113,100		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components

Code	Units	Pct	Quality	Year
Enclosed Wood Deck (SF), Solid Wall	72			
Frame, Siding/Shingle		100		
Raised Subfloor (% or SF)		100		
Plumbing Fixtures (#)	5			
Automatic Floor Cover Allowance				
Enclosed Wood Deck (SF), Screened Walls	160			

Composition Shingle		100		
Wall Furnace		100		
Plumbing Rough-ins (#)		1		
Carport, Flat Roof (SF)		289		

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**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 13, 2025**

Department Housing

Director Approval April Nutt

AGENDA ITEM Consider adopting a resolution authorizing the sale of two lots in the Jefferson Subdivision to First-Step-Builders, and an option to purchase three additional lots within the same subdivision.

SUMMARY RECOMMENDATION The Independence Housing Authority recommends that the Independence City Commission approve the sale of Lots 9 and 22, Jefferson Subdivision, City of Independence, Montgomery County, Kansas to First-Step-Builders, LLC in the amount of \$40,000 with the buyer having the option to purchase of Lots 6, 7, and 8 for six months from closing at \$20,000 per lot. For a total of \$60,000.

BACKGROUND The Independence Housing Authority, in partnership with the City of Independence, Kansas has developed the Jefferson Subdivision, a 22 lot new subdivision, for the purpose of new housing development. The Jefferson Subdivision lots are \$20,000 to purchase, with \$10,000 to be rebated back to the builder if the home is constructed within 12 months and upon receipt of a "Certificate of Occupancy". The Independence Housing Authority will be constructing 8 single-family homes with construction to begin February/March 2025.

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

SUGGESTED MOTION I move to adopt a resolution authorizing the Mayor to sign the sales contract, deed, option, and any other necessary documents to complete the transaction for the sale of Lots 9 and 22, Jefferson Subdivision, City of Independence, Montgomery County, Kansas to First-Step-Builders, LLC in the amount of \$40,000 with the buyer having the option to purchase Lots 6, 7, and 8 within the same subdivision for six months from closing at \$20,000 per lot.

SUPPORTING DOCUMENTS

1. Resolution 2025-013 - Sell Lots 9 and 22 In Jefferson Subdivision

RESOLUTION NO. 2025-013

**A RESOLUTION AUTHORIZING THE SALE OF LOTS 9 AND 22
IN THE JEFFERSON SUBDIVISION, CITY OF INDEPENDENCE,
MONTGOMERY COUNTY, KANSAS, TO FIRST-STEP-BUILDERS, LLC.**

WHEREAS, the City of Independence, in partnership with the Independence Housing Authority, has developed the Jefferson Subdivision for new housing development; and

AND WHEREAS, the Independence Housing Authority recommends the sale of Lots 9 and 22, Jefferson Subdivision, a replat of Lots 3,4,5 and 6, Block 3, Highland Park Addition to the City of Independence, Montgomery County, Kansas, to First-Step-Builders, LLC, in the amount of Forty Thousand Dollars (\$40,000.00); and

AND WHEREAS, the terms of the sale include granting First-Step-Builders, LLC, an option to purchase Lots 6, 7, and 8 in the Jefferson Subdivision for a period of six months from the closing date, at a price of Twenty Thousand Dollars (\$20,000.00) per lot; and

AND WHEREAS, the sale of these lots will support the continued development of new housing in the Jefferson Subdivision and further the City's commitment to housing growth; and

AND WHEREAS, there is no financial impact on the City of Independence's budget as a result of this transaction;

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

1. The sale of Lots 9 and 22, Jefferson Subdivision, to First-Step-Builders, LLC, for the sum of Forty Thousand Dollars (\$40,000.00) is hereby approved.
2. First-Step-Builders, LLC, is granted an option to purchase Lots 6, 7, and 8 in the Jefferson Subdivision for a period of six months from the closing date, at a price of Twenty Thousand Dollars (\$20,000.00) per lot.
3. The Mayor is authorized to execute the sales contract, deed, option, and any other necessary documents to complete this transaction.

Adopted by the Governing Body of the City of Independence, Kansas, this 13th day of February, 2025.

W. Scott Smith
Mayor

ATTEST:

David Schwenker
City Clerk



CITY OF INDEPENDENCE
February 13, 2025

Department

Director Approval David Schwenker

AGENDA ITEM City Board Minutes

BACKGROUND

SUPPORTING DOCUMENTS

1. IHPRC Minutes - January 8, 2025
2. 2025.1.22 Library Board Minutes
3. January 7 2025_EDAB Minutes
4. January 7 2025 PZ Minutes

January 8, 2025
Independence Historic Preservation Resource Committee

Members Present: Darin Axthelm, Bill Gour, Brea Sanford, Brent Richards
Absent Members: Tim White, Gary Hoggset, Jason Rutledge
City Staff: David Cowan, Maurice Garlet
Ex Officio: Lisa Wilson, Tabatha Snodgrass

Special Guest: Melissa Markwordt

Darin Axthelm called the meeting to order at 12:00 p.m.

Bill Gour motioned to accept the minutes of the December 11, 2024 meeting as presented. Brea Sanford seconded the motion and all were in favor.

Action Items

A.) Certificate of Appropriateness for 220 North Pennsylvania Avenue

Business owner was present for the meeting to talk about the changes they are wanting to make to the old Litwin's Building on Pennsylvania Avenue. They are requesting permission to update paint, lighting, do ceiling repair, do cubicle work on the pre-existing wooden stalls that line the showroom and to change the paint colors in the storefront area that faces the street.

Business owner states that a number of the tin ceiling tiles are rusted and wanted to paint over them. Darin Axthelm pointed out that just painting over the rust does not fix the problem and that the panels should be taken down and the rust mitigated before paint is applied. He also suggested that the building's ceiling throughout needs worked on completely to alleviate any ongoing or future issues that may arise.

Business owner wants to paint the storefront area that faces outside a light yellow with bright pink trim.

Business owner wants to apply pegboard along the northern wall of the building in the cubicles to give vendors more space to exhibit their wares.

Business owner disclosed that the owner of the building had simply added more flooring over a problem area where a leak had rotted the wood, creating a 2" rise in the flooring. Darin expressed worry that the floor under the "repair" isn't up to par and will continue to degrade over time.

Business owner asked the group if the shop's flooring could be repaired with polycrylic filler to be sure that no more damage is done to it. Darin suggests to clean the floor, do not sand it and to seal with a high quality polycrylic sealant.

Tabatha Snodgrass asked the business owner about what signage they are planning on using. Business owner stated that they will be placing a vinyl sticker on the inside front window as signage.

Brett Richards motioned to approve the Certificate of Appropriateness for the business located at 220 North Pennsylvania Avenue. Brett Richards seconded the motion. Brea

Sanford abstained from voting due to personal reasons. All other members were in favor. The motion passed.

Brett Richards motioned to adjourn the meeting at 12:16 p.m. Brea Sanford seconded the motion and it passed.

INDEPENDENCE PUBLIC LIBRARY
Board of Trustees Regular Meeting
January 22, 2025

REGULAR SESSION

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

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

- I. CALL TO ORDER:** The regular session was called to order at 5:20 p.m. by Chairman, **Michelle A.**
 - **Adoption of Agenda:** Ron S. moved and Carolyn T. seconded to approve the agenda as printed. **Motion carried.**
 - **Approval of Minutes:** The minutes of the last meeting was **approved.**
- II CONSENT OF AGENDA:** The Consent Agenda was **adopted** as presented.
 - **Approval of Accounting** for the previous month was **adopted** as presented.
 - **Approval of Bills** for previous month was **adopted.** Total expense for bills for month of **December** were **\$53,438.52**
 - **Approval of Payroll** for **previous month** was **adopted.**
- III REPORTS**
 - A. Carpet Cleaning – The Carpet cleaners did a very professional job. We are pleased with the carpets.**
- IV OLD BUSINESS – NONE**
- V NEW BUSINESS**
 - A. GAAP WAIVER RESOLUTION:** After a discussion explaining the Resolution, **Andy T.** made the following motion to moved that the GAAP

Resolution be accepted as written. It was seconded by **Tom S.** Chairman **Michelle A.** stated “it has been moved and seconded that the GAAP Waiver Resolution be accepted as written. None opposed. **Motion carried.**

VI EXECUTIVE SESSION: NON-ELECTED PERSONNEL

MOTION: The chairman, **Michelle A.**, made the motion at **5:20 p.m.** :“I move we go into executive session to discuss an individual employee’s performance pursuant to non-elected personnel exception under KOMA, and the open meeting will resume in this room at **5:25 p.m.**

Meeting resumed at **5:24 pm. No Action Taken**

VII STAFF UPDATES

a. Staff Report

- Library was closed for Winter Break
- 2 Snow days
- Postponed the original carpet cleaning date due to bad weather and snow conditions.
- Cheese Cake Fund Raiser for Valentine’s Day
- Purchasing a **Augmented Reality Rug for Kids for 3rd Floor**

b. Library Presence in the Community

- **Independence Public Library was awarded The Best Library in Independence** from the Independence Daily Reporter.

VII COMMENTS FROM MEMBERS OF THE BOARD: NONE

X ADJOURNMENT: meeting adjourned at 5:45 p.m. The next meeting is planned for Wednesday 19 February 2025.

RON SCHWATAKEN

DATE OF APPROVAL

Minutes of the Economic Development Advisory Board's January 7, 2025 Meeting

I. Call to Order

Present: Jason Curtis, Chuck Goad, Jim Kelly, Rod Zinn, Wayne Stephany, Keith Stone

Absent: Lori Kelley
Chuck Goad called the meeting to order.

II. Minutes

- a. Consider approving the minutes from the May 7, 2024 meeting.

Motion:

On the motion of Wayne Stephany, seconded by Jason Curtis the Commission I move to approve the meeting minutes..

Aye: Jason Curtis, Chuck Goad, Jim Kelly, Wayne Stephany, Keith Stone

Nay: None

- b. Consider approving the minutes from the October 1, 2024 meeting.

Motion:

On the motion of Wayne Stephany, seconded by Jason Curtis the Commission I move to approve the meeting minutes..

Aye: Jason Curtis, Chuck Goad, Jim Kelly, Rod Zinn, Wayne Stephany, Keith Stone

Nay: None

- c. Consider approving the minutes from the November 12, 2024 meeting.

Motion:

On the motion of Wayne Stephany, seconded by Jason Curtis the Commission I move to approve the meeting minutes..

Aye: Jason Curtis, Chuck Goad, Jim Kelly, Rod Zinn, Wayne Stephany, Keith Stone

Nay: None

III. Action Items

- a. Reorganization

Wayne Stephany made the motion to reappoint Chuck Goad as Chair. Keith Stone 2nd the motion. All members present voted yes.

Chuck Goad made the motion to reappoint Wayne Stephany as Vice Chair. Jim Kelly 2nd the motion. All members present voted yes.

Wayne Stephany made the motion to reappoint Jason Curtis as Secretary. Jim Kelly 2nd the motion. All members present voted yes.

Minutes of the Economic Development Advisory Board's January 7, 2025 Meeting

- b. Set 2025 Meeting Time, Date, and Location

Motion:

On the motion of Keith Stone, seconded by Jason Curtis the Commission Motion to continue same time, date, and location of meetings. .

Aye: Jason Curtis, Chuck Goad, Jim Kelly, Rod Zinn, Wayne Stephany, Keith Stone

Nay: None

- c. Consider a request from Labette Health regarding their Incentive Agreement.

No changes to the incentive agreement were requested, but Gary Hogsett, Foundation Director, spoke regarding the difficulties of hiring on qualified candidates and reiterated that it adds an extra challenge when precedence must be given to Independence applicants in order to meet the incentive agreement.

Lacey Lies summarized the background information on this agenda item and spoke about the appropriations process to get a check to Labette Health as quickly as possible, noting that the agreement should have probably said "by March 1 of each year".

Chuck Goad asked if it would be easier to keep track of the changes by adding Year 2 requirements to the end of the chart instead of bumping the chart/scale down a year. Lacey replied that she did not think that would be easier since each year has a different requirement, with cumulative requirements, etc. The board agreed to keep it as presented.

Motion:

On the motion of Jim Kelly, seconded by Wayne Stephany the Commission Motion to recommend payment of the year two incentive for 2024 and expedite payment.

Aye: Jason Curtis, Chuck Goad, Jim Kelly, Rod Zinn, Wayne Stephany, Keith Stone

Nay: None

- d. Consider recommending adoption of the New Neighborhood Revitalization Plan.

Kelly Passauer presented on the Neighborhood Revitalization Districts and the proposed changes to the plan, process, and reasons behind the request.

A question was asked about transfer of the rebate benefits. The benefit only transfers if the original applicant is a bona fide developer. Then, the rebate can be transferred to the first owner.

April Nutt, Housing Authority Executive Director, reported that NRD can be

paired with RHID (Rural Housing Incentive District) and the appraisers office can split the parcel into the two separate taxing types without having to condo the property. The first floor commercial space would be eligible for the NRD rebate and the 2nd floor and above housing improvements would be eligible for the RHID rebate program.

Motion:

On the motion of Keith Stone, seconded by Rod Zinn the Commission Motion to endorse changes as proposed..

Aye: Jason Curtis, Chuck Goad, Jim Kelly, Rod Zinn, Wayne Stephany, Keith Stone

Nay: None

IV. Adjournment

Question on Downtown Building Grant: Will bring the program to the next meeting for review and discussion.

Question on Neighborhood Exterior Grant Program: Will bring the program to the next meeting for review and discussion.

Motion:

On the motion of Jason Curtis, seconded by Keith Stone the Commission Motion to adjourn.

Aye: Jason Curtis, Chuck Goad, Jim Kelly, Rod Zinn, Wayne Stephany, Keith Stone

Nay: None

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's January 7, 2025
Meeting**

I. Call to Order

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

Absent: Kym Kays

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

Guests: Larry McHugh, Lisa Wilson and Chris Shires by phone

Chairperson Lyon called the meeting to order.

II. Minutes

- a. Consider approving minutes of the November 12, and December 3, 2024 meetings.

Motion:

On the motion of Tim Haynes, seconded by Butch Holum, the Commission approved the minutes as presented.

Aye: Michelle Anderson, Tim Haynes, Rachel Lyon, 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. Worksession on Zoning Code Update.

This is a continuation of the work session from December, and no action is anticipated. Revised rough drafts for discussion of possible changes to the zoning code are included in the agenda packet. The consultant will be available virtually to review these drafts with the Planning Commission.

Chris Shires presented the updates.

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's January 7, 2025
Meeting**

V. Discussion

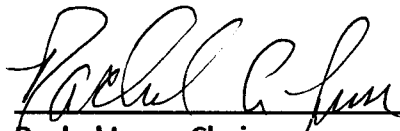
VI. Adjournment

Motion:

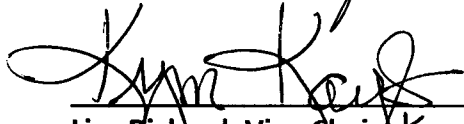
On the motion of Gary Hogsett, seconded by Lisa Richard, the Commission adjourned the meeting.

**Aye: Rachel Lyon, Mary Jo Dancer, Lisa Richard, Gary Hogsett, Butch Holum,
Rita Ortolani**

Nay: None



Rachel Lyon, Chairperson



~~Lisa Richard, Vice Chair~~ Kym Kays, Secretary



Report
CITY OF INDEPENDENCE
February 13, 2025

Department Finance

Director Approval Lacey Lies

AGENDA ITEM December 2024 Sales Tax Report

BACKGROUND

SUPPORTING DOCUMENTS

1. December 2024 Sales Tax Report



SALES TAX

REPORT

DECEMBER 2024

City of Independence Kansas

CITY OF INDEPENDENCE 1% SALES TAX REPORTED FOR DECEMBER 2024.

3% Sales Tax is collected in the City of Independence. 1% for General Fund Support; 1% for Education; and 1% for Special Uses.

Lacey Lies
Finance Director



Sales Tax Report for December 2024

Sales and Use taxes are Independence's largest funding source. The City receives a portion of the overall sales taxes you pay within city limits for use as indicated below. The projected revenue generated from all sales and use taxes for 2024 is \$7,200,000, which is more than double the amount of *all ad valorem taxes generated for the City (\$3,420,374)*.

Sales Tax Breakdown	Percent
City of Independence General Fund Sales Tax	1.00%
City of Independence Educational Sales Tax	1.00%
City of Independence Special Use Sales Tax	1.00%
General Fund Support	0.25%
Debt Support	0.31%
Economic Development	0.05%
Building & Facility	0.12%
Streets	0.27%
CITY TOTAL	3.00%
State of Kansas	6.50%
TOTAL SALES TAX	9.50%

The amounts listed in this report represent 1% Sales Tax Collections. The “receipts” reported from the State of Kansas to the City for any given month are from sales generated two months prior. For example, the December receipts shown in this report were from sales in October 2024.

- **December** receipts totaled **\$201,264**, which is an **INCREASE of \$16,491** from December 2023, or **up 8.9%** (see Graph 2, “December 1% Sales Tax 10 Year History”).
- December 2024 receipts are the **THIRD HIGHEST December** receipts in the 10-year history, (see Graph 2, “December 1% Sales Tax 10 Year History”).
- Total FY 2024 1% sales tax collected is **\$2,666,578**, or **\$266,578 over** our **budgeted** amount of \$2,400,000, or **11.1% higher than the budget**.
- Total FY 2024 sales tax collections are **7.6%**, or **\$188,039 over** 2023 total collections.
- The **Compensating Use** sales tax portion made up **16.6%** of the \$201,264 total (\$33,443) (see Graph 5 “2024 1% Sales Tax – Compensating Use Sales Tax and Sales Tax.”).

THANK YOU
For Supporting Local!

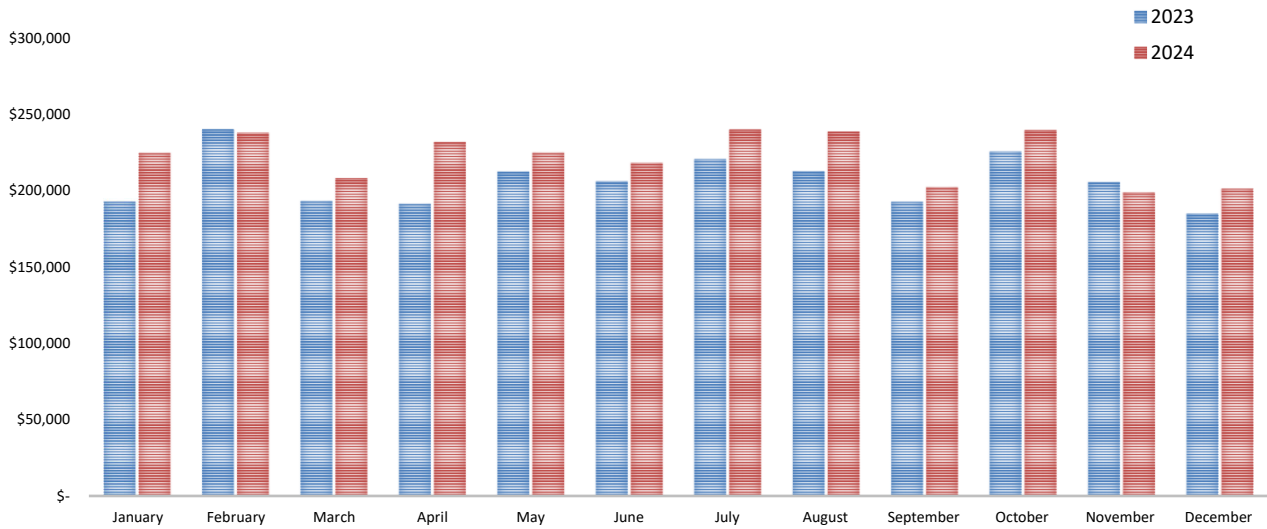


City of Independence Sales Tax - 1%

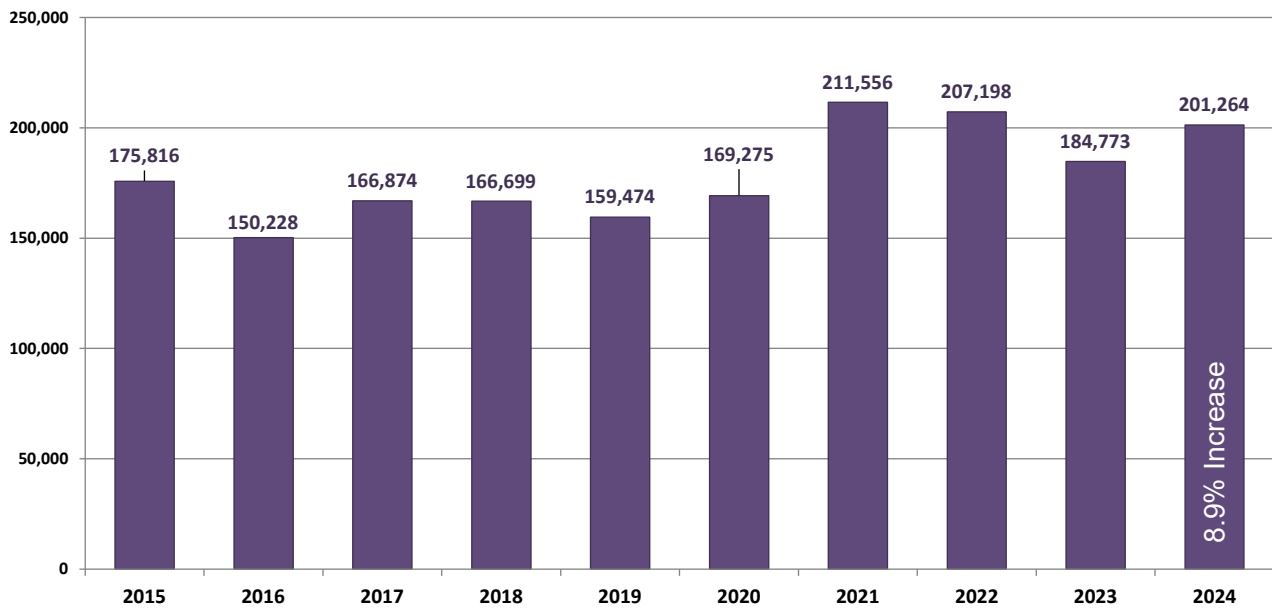
Comparison and History January - December 2024

	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year		Fiscal Year	% Change	% Change
Month	2019	2020	2021	2022	2023	2024	FY 23-24	YTD
January	172,377	169,033	163,252	185,340	192,816	224,785	16.6%	16.6%
February	178,399	200,053	187,879	227,272	240,332	237,758	-1.1%	6.8%
March	167,292	149,607	178,907	184,767	193,222	208,111	7.7%	7.1%
April	139,790	172,804	167,798	195,697	191,365	231,871	21.2%	10.4%
May	187,854	166,798	205,282	233,465	212,641	224,944	5.8%	9.4%
June	158,263	179,353	206,304	224,267	206,139	218,239	5.9%	8.8%
July	169,308	179,594	181,396	200,760	220,603	240,065	8.8%	8.8%
August	180,142	221,770	196,182	208,086	212,711	238,478	12.1%	9.2%
September	186,618	166,847	196,679	278,674	192,686	202,364	5.0%	8.8%
October	164,463	177,190	179,011	163,298	225,542	239,697	6.3%	8.5%
November	159,872	183,599	169,058	198,402	205,710	199,002	-3.3%	7.5%
December	159,474	169,275	211,556	207,198	184,773	201,264	8.9%	7.6%
Total:	\$ 2,023,851	\$ 2,135,922	\$ 2,243,303	\$ 2,507,226	\$ 2,478,539	\$ 2,666,578		
% change	4%	6%	5.0%	11.8%	-1.1%	7.6%		
*Oct CPI % Change	1.8%	1.2%	6.2%	7.7%	3.2%	2.6%		
Annual Budget		\$ 2,135,922	\$ 2,243,303	\$ 2,507,226	\$ 2,478,539	\$ 2,666,578	\$ 188,039	
		\$ 1,931,101	\$ 1,935,000	\$ 2,050,000	\$ 2,250,000	\$ 2,400,000	\$ 150,000	
Collections Over (under) Budget	\$ 204,821	\$ 308,303	\$ 457,226	\$ 228,539	\$ 266,578			
			% Over PY Actual	11.8%	-1.1%	7.6%		
		YTD % of Budget Collected		122.3%	110.2%	111.1%		
		% Over Budget		22.3%	10.2%	11.1%		

Sales Tax FY 2023 - FY 2024 Comparison

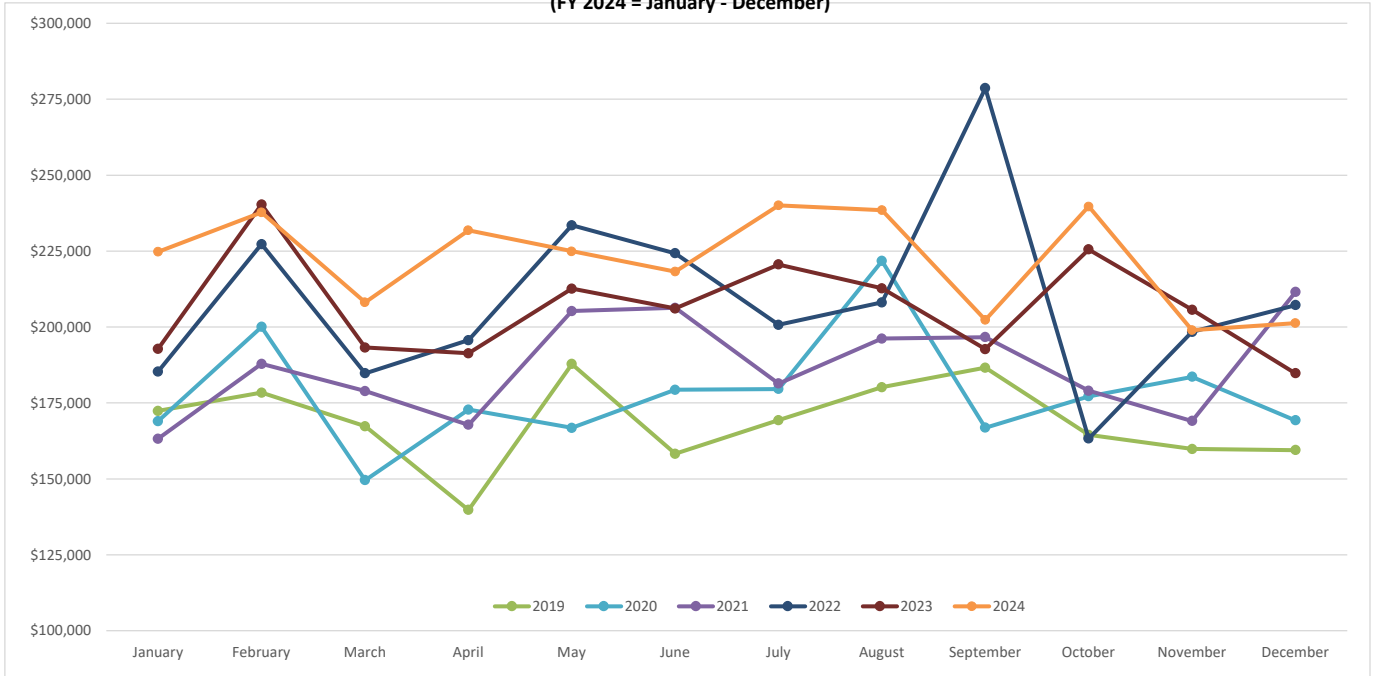


December 1% Sales Tax 10 Year History FY 2015 - FY 2024

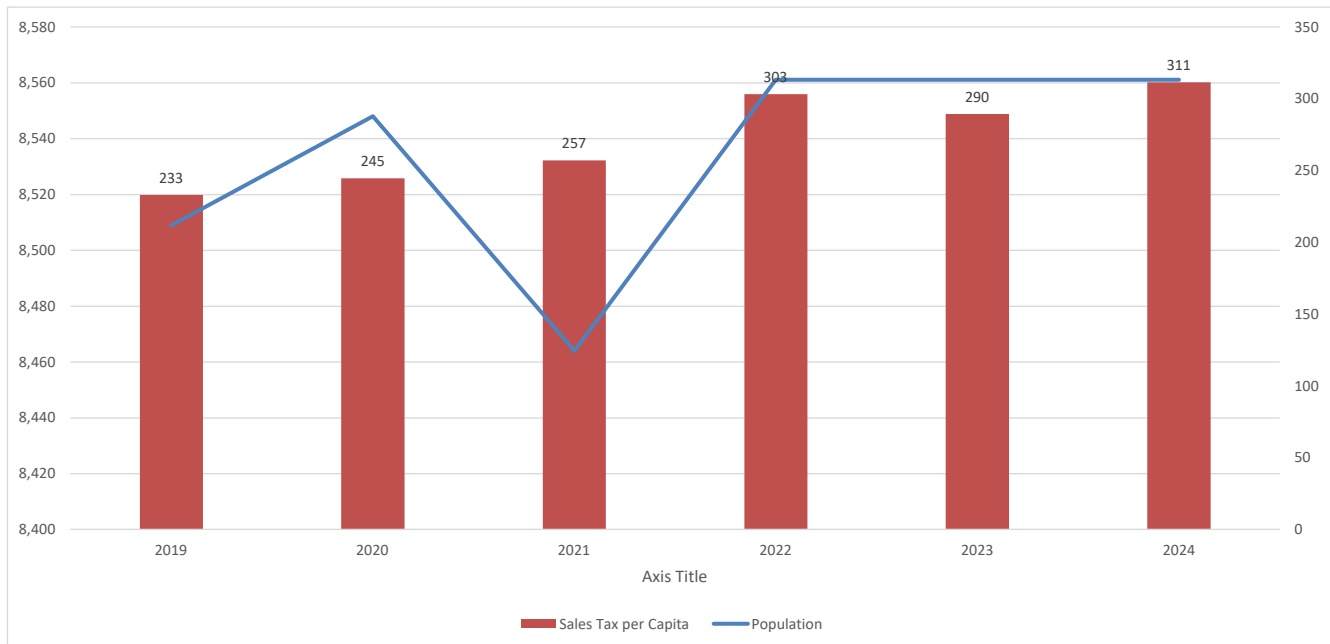


Sales Tax History Comparison - FY 2019 - FY 2024

(FY 2024 = January - December)



Sales Tax per Capita and Population Trend



2024 Sales Tax - One Percent General Fund
Compensating Use Sales Tax and Sales Tax





Report
CITY OF INDEPENDENCE
February 13, 2025

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM City of Independence, Kansas End of Year Report

BACKGROUND The City's 2024 Annual Report is attached for your information.

SUPPORTING DOCUMENTS

1. City of Independence 2024-Compressed

City of ★ **INDEPENDENCE**

2024 Annual Report



2024 CITY COMMISSION



**Scott Smith,
Vice Mayor**



**Tim Emert,
Mayor**



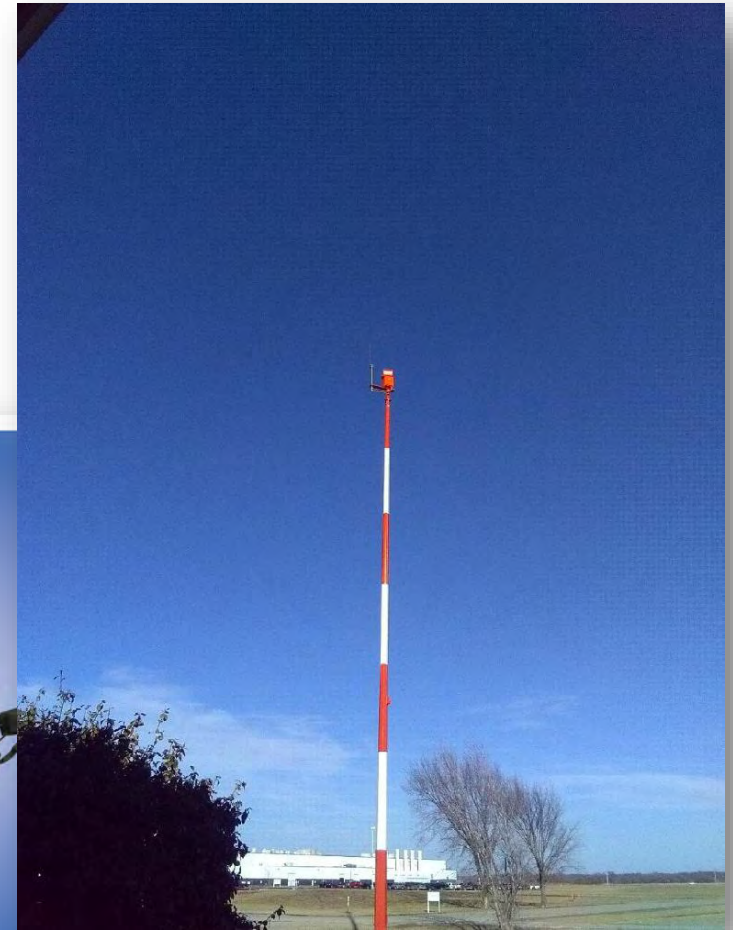
**Dean Hayse,
Commissioner**

In 2024 the City Commission conducted 36 City Commission meetings, adopted 36 ordinances and 56 resolutions. They also approved 12 proclamations. The 2024 budget was adopted on September 12, 2024. The City accomplishments in this report would not be possible without the support of the City Commission.

AIRPORT

108,881 gallons of fuel
sold, generating
\$501,950.44

329 single engines and 232 jets were
fueled at the Independence Municipal
Airport in 2024.



New Beacon at the Airport
completed 9/10/2024.

AWOL/ANIMAL CONTROL

DOGS

- ★ 224 adopted
- ★ 83 reclaimed

CATS

- ★ 221 adopted
- ★ 3 reclaimed



AWOL Mascot Freckles

2,473 volunteer hours in 2024,
which is over double from last
year (1,110 hours in 2023)

Animal Control issued
11 citations

Total animals sheltered: 539

Dog spays/neuters: 136

Cat spays/neuters: 133

BUILDING

133 Permits issued in 2024

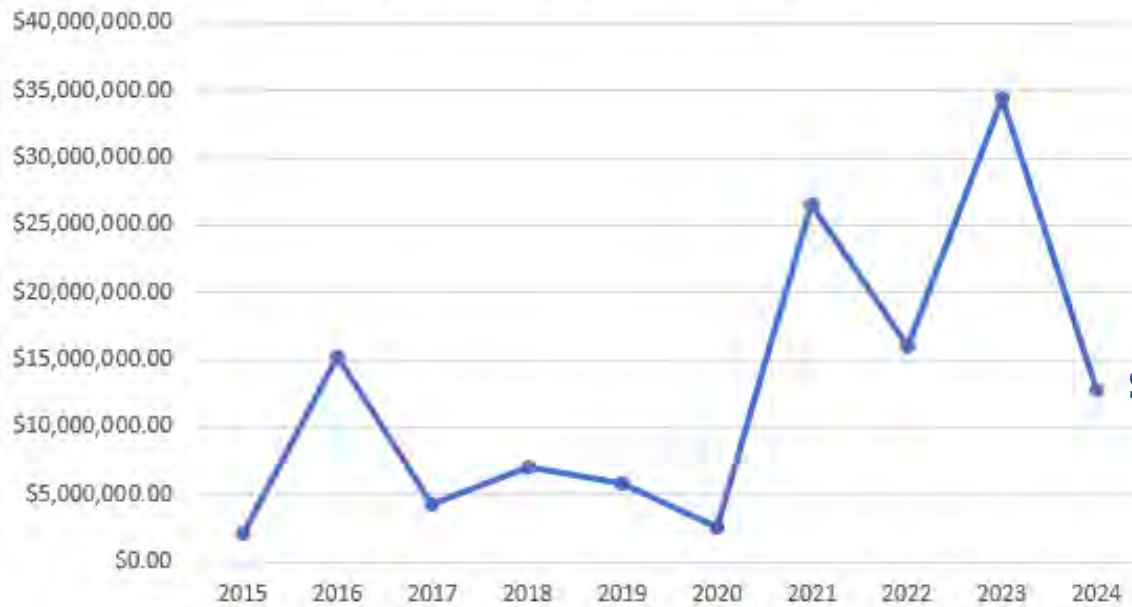
Representing \$11,912,199.79 in commercial permits

Representing \$97,653.05 in other permits

Representing \$693,837.68 in residential permits

\$57,937 collected in permit fees

10 Year Building Permit Valuation



\$12,703,690.52 total in 2024

CODE ENFORCEMENT



11 condemned structures removed in 2024

Grass violations

Yards with Notices written once	499
Mowed by owner	361
Mowed by Contractor	652
Checked and rechecked	1,512 yards

Environmental Violations Written

Violation cases closed	597
Trash and construction debris cleaned up	332
Vehicles tagged or removed	128
Furniture, appliances, and outdoor storage removed	83
Fences, fence around pools	16
Complaints resolved	331
Sent to court	53
HQS Inspections	46
Fines Assessed	\$3,600

Strengthening Neighborhoods Through Environmental Code Update



Amendments to the Environmental Code made in 2024

- **Focused on Exterior Property Conditions** to uphold community standards and quality of life.
- **Reinforces the City Commission's Commitment** to preserving housing and neighborhood integrity.
- **Prevents Negative Ripple Effects**, ensuring one neglected property does not lead to widespread decline.
- **Proactive Intervention** to address maintenance issues before they result in neighborhood deterioration.

Goal: A Cleaner, Safer, and More Vibrant Community for All

EMERGENCY MANAGEMENT

- Utilized a CDBG Grant to replace storm sirens at Peter Pan and Main Street and 800 Mulberry Street.
- Annual Maintenance of the 16 storm sirens in Independence
- Renewal of the Regroup Emergency Notification System for alert notifications.



The City weekly tests storm sirens and does quarterly maintenance on the system. The City encourages the resident to participate in Regroup Ready Emergency notification system. The system will notify residents via email, mobile phone or text messages of emergencies. Regroup also allows residents to sign up for Weather Alerts and general City notifications.

FINANCE

	BUDGET	ACTUAL
TAXES (GENERAL FUND, ALL TYPES)	\$6,067,293	\$6,330,770
LICENSES & PERMITS	\$83,000	\$109,325
MUNICIPAL COURT	\$104,500	\$209,771
FIRE/EMS SERVICES	\$998,000	\$1,147,850
PARK	\$72,500	\$57,067
CEMETERY	\$58,500	\$57,925
MEMORIAL HALL	\$30,000	\$28,884
WATER	\$3,714,927	\$3,324,628
SEWER	\$2,550,250	\$2,438,447
SANITATION	\$1,334,000	\$1,240,516
AIRPORT	\$888,300	\$628,773
1% SPECIAL USE SALES TAX	\$2,400,000	\$2,666,579

Total revenue collected in all budgeted funds \$28,009,438

Unaudited amounts



Lacey Lies, Director of Finance



Dave Schwenker, City Clerk

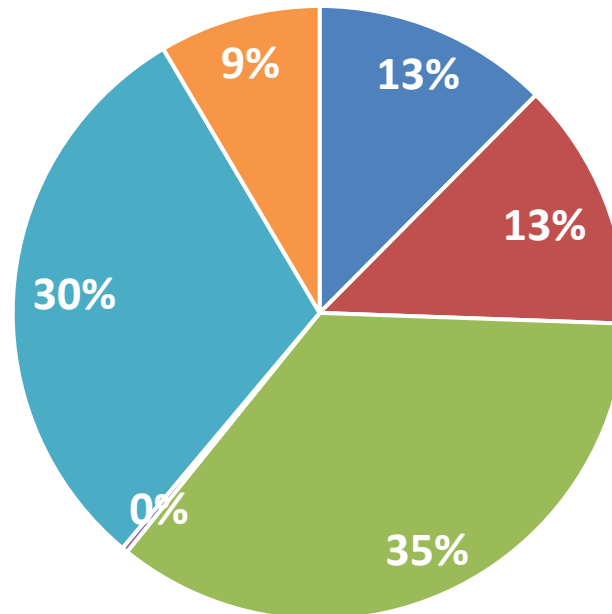
Received
14 Open Records
Requests

FINANCE

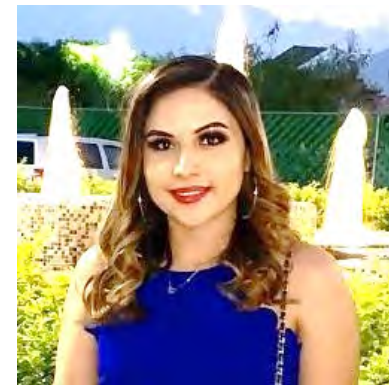


Bills Generated- 55,779

- IVR Payments (6,786)
- Bank Drafts (7,155)
- In Person & Drop Box (19,219)
- Text to Pay (168)
- Online - paid manually (16,572)
- Online- auto pay (4,642)



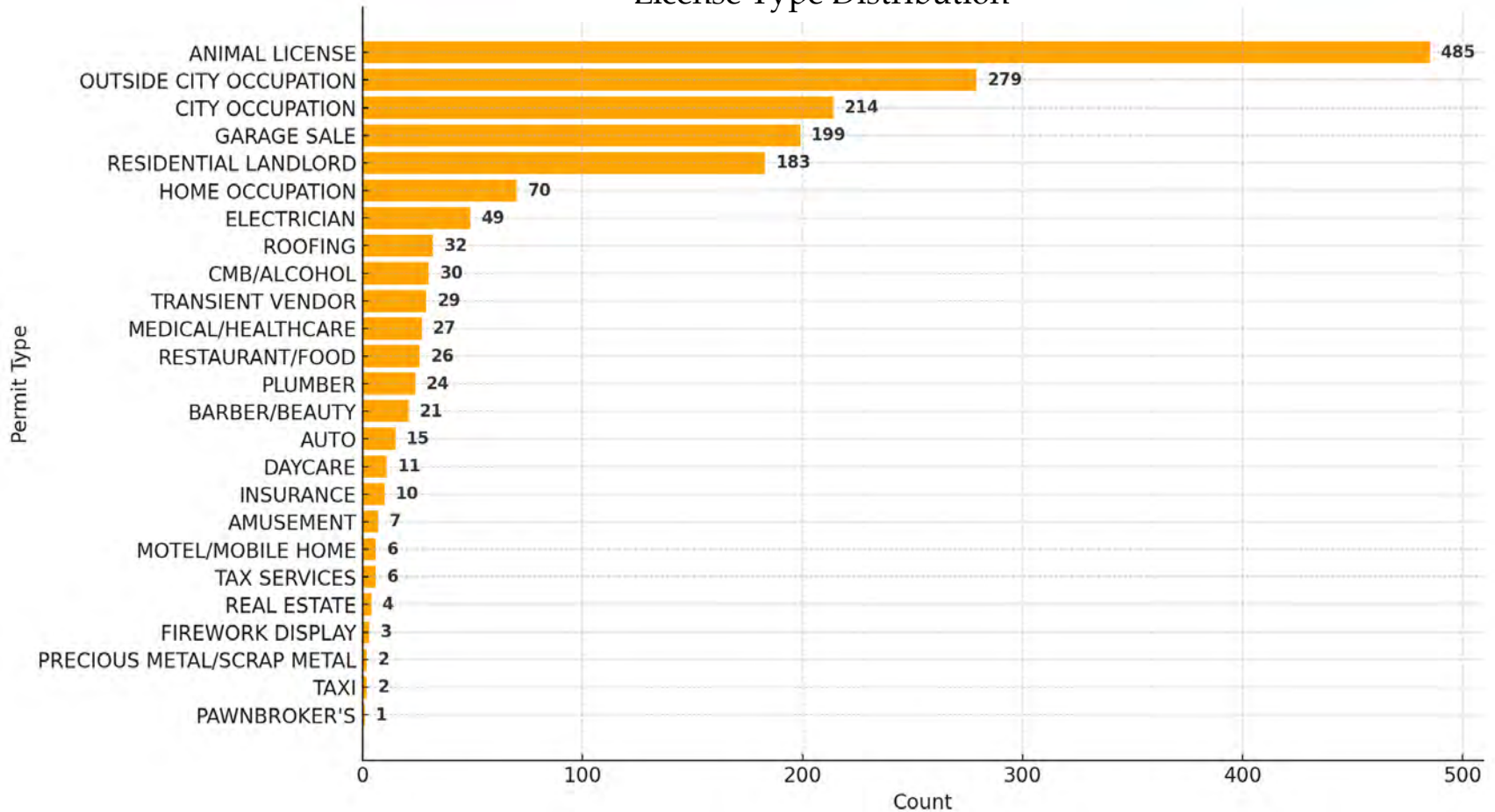
Donna Dean,
Clerk III, Billing
& Accounts Receivable



Jessica Jaimes, Clerk II
Utility Payments, Permits,
And Licensing

FINANCE -- LICENSES

License Type Distribution



1,734 TOTAL LICENSES IN 2024

MUNICIPAL COURT



1,267 Cases Filed

30 Trials

180 Found Guilty

115 Diversions

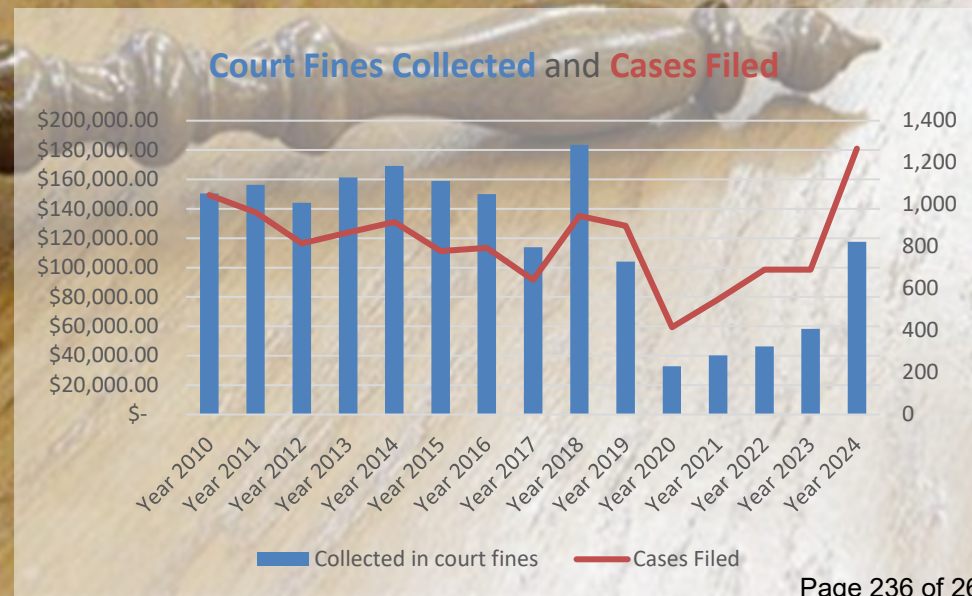
198 Cases Dismissed

6 DUI's Filed

\$117,517.00

collected in court fines

2024 had the highest amount of Court Fines Collected since the Pandemic and the highest number of Cases Filed since before 2010



MEMORIAL HALL



Total Rental Fees Collected
= \$28,884.42

Facility Usage Detail –
Number of times used:

- ★ Civic Center – 116
- ★ Kitchen – 166
- ★ Gallery – 174
- ★ Veterans Room – 56
- ★ Am. Legion Room – 26
- ★ VFW Room – 0
- ★ Spanish Room – 5
- ★ Patriot Room – 8
- ★ Lobby – 92
- ★ Auditorium – 87
- ★ Green Room – 22
- ★ Dressing Rooms - 44



Memorial Hall Supervisor Brian McHugh attended IAVM's Venue Management School in 2024.

PUBLIC SAFETY, PARK, & ZOO



Hosted the 7th Annual Montgomery County Public Safety Kid's Camp on 6/14/2024.



PARK, ZOO & CEMETERY

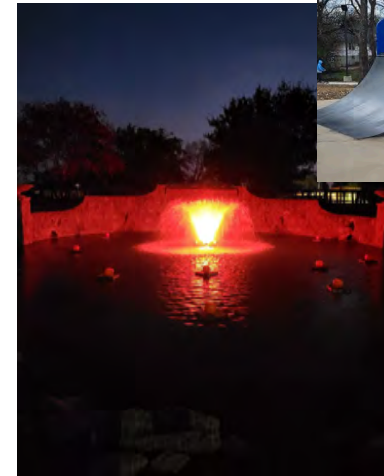
Activities in the Park & Zoo

- ★ 28,921 amusement tickets sold, generating **\$32,675.06**
- ★ Park facility rentals generated **\$27,520**
- ★ Concession stand generated **\$18,189**
- ★ 1,439 Zoolloween guests generating **\$6,183.25**
- ★ Donation Box/Feeder generated **\$14,913**



ZOO

- ★ Constructed new muntjac exhibit, renovated the African Tortoise exhibit, and expanded spider monkey exhibit.
- ★ Acquired 2 new elk, funded by private donations.
- ★ Installed compressor on walk-in freezer at the zoo, to allow for bulk purchase of food by City.
- ★ Installed new aerator fountain in duck pond.



PARK

- ★ Completed restoration of the Steam Locomotive.
- ★ Implemented new online reservation software for park building, zoo tours, and field trips.
- ★ Cleaned and repainted skate park.

CEMETERY

- ★ Sold 38 cemetery spaces, with 102 burials, 43 cremations and 45 new stones placed.

FIRE/EMS



2,743 Medical Calls

2,196 Emergency

743 Non-Emergency

1,678 Patients Transported

524 Transfers

4.67 Avg Response Time
(National Avg is 7 Minutes)

5,000 Ft Fire Hose Pressure Tested

50 Fire Prevention Inspections

Fire Calls

35 Structure Fires

40 Gas Leaks

1 Trash Fires

14 Grass Fires

49 Outside Fires

12 Car Fires

113 False Alarms

2 Carbon Monoxide

11 Power Lines Down

32 Aircraft Standbys

7 Mutual Aid



FIRE/EMS



Projects

- Annual Kids Camp with Labette Health
- Fire Prevention with elementary schools, Catholic school, Lutheran school, early learning center and home daycares
- Installation of over 50 smoke detectors in the community



POLICE



- ★ Implemented TRULEO which is a program that uses body camera footage to analyze police work and identify areas for improvement. For 2024, it showed the department's interactions with citizens were **100%** professional.
- ★ Installed new body cam and car cams
- ★ Installed MDT's (mobile data terminals) in the vehicles. This allows the officers access to law enforcement databases, including warrant information and vehicle registration details, right there in the vehicles.
- ★ Purchased new uniforms for the officers, and equipment-new glocks with red dot sights
- ★ Developed a peer support program



WATER TREATMENT



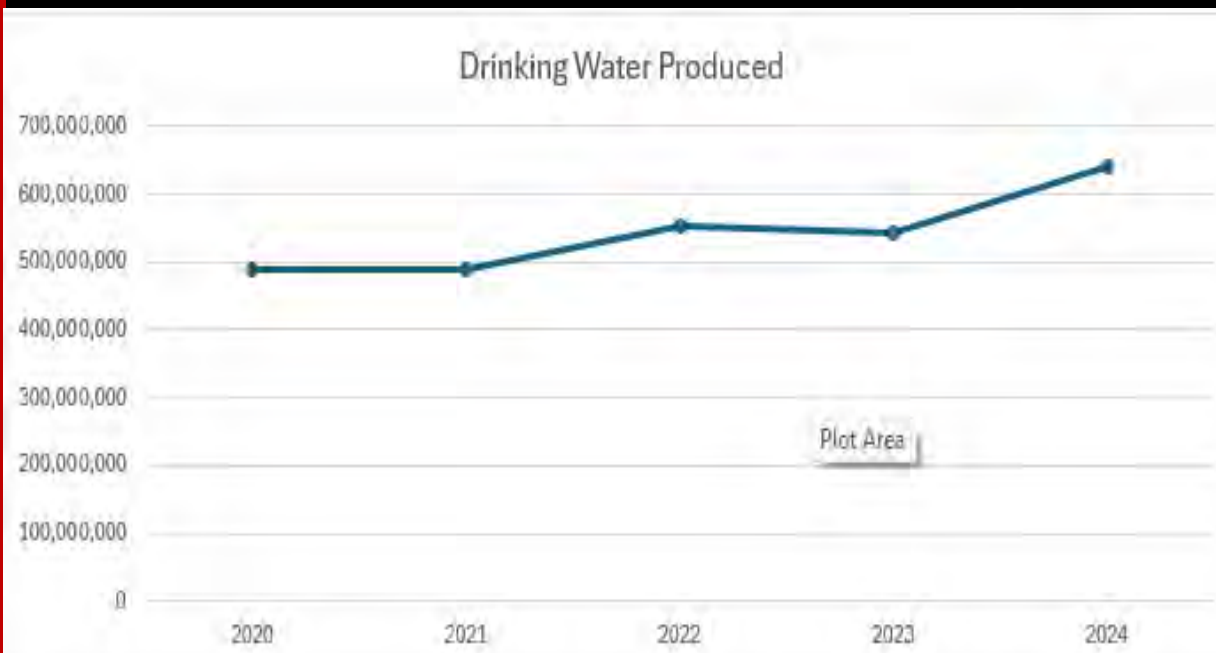
Worked with engineers to build new water line



Installed new cellular radios on the airport and college towers, as well as the 17th St. pump station. Installed cellular radios on the north tower and Laurel St. tower

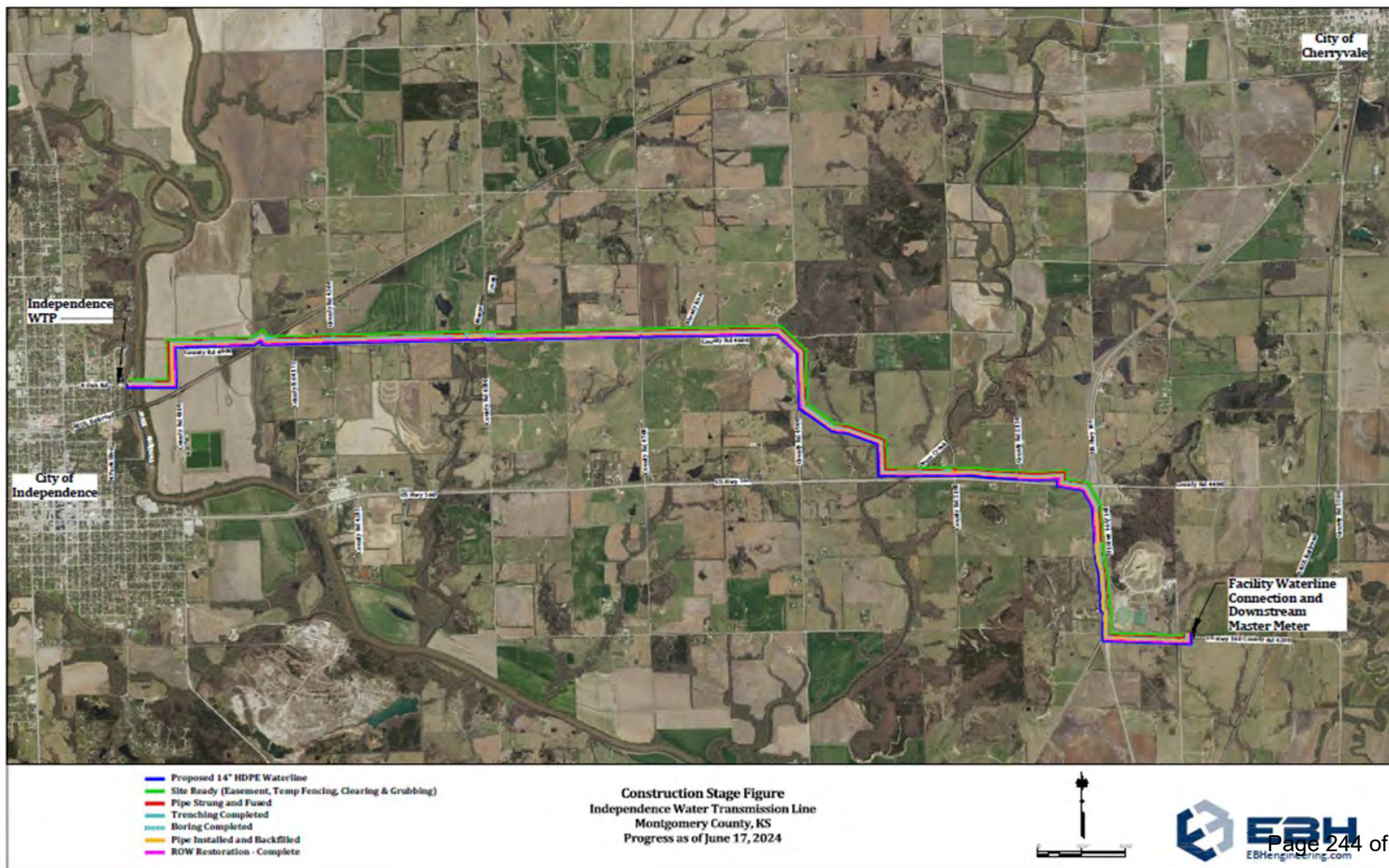
Produced approximately
641,000,000
gallons drinking water for customers

Annual basin cleaning



Big Straw Pipeline Completed

The pipeline to Bartlett/RW6 was placed in service on May 16, 2024, and was tested at a rate of 900 gpm.



WASTEWATER TREATMENT

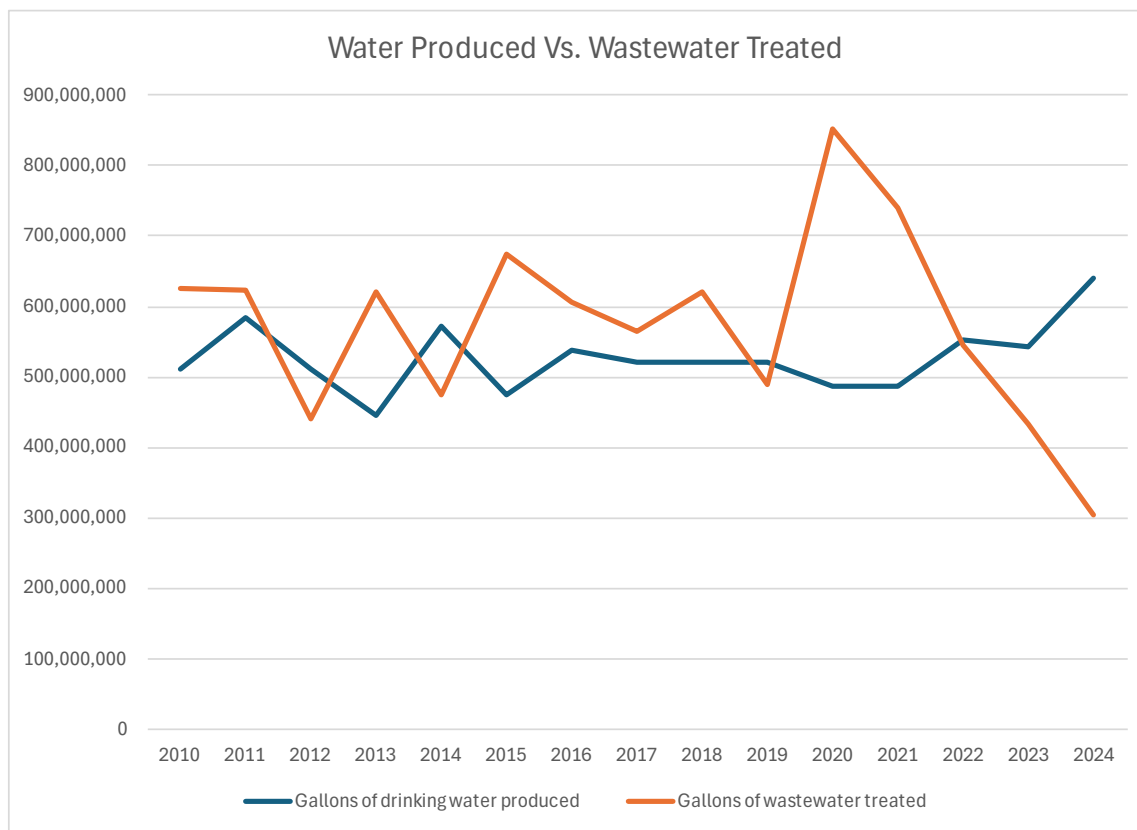


Treated

305,260,000

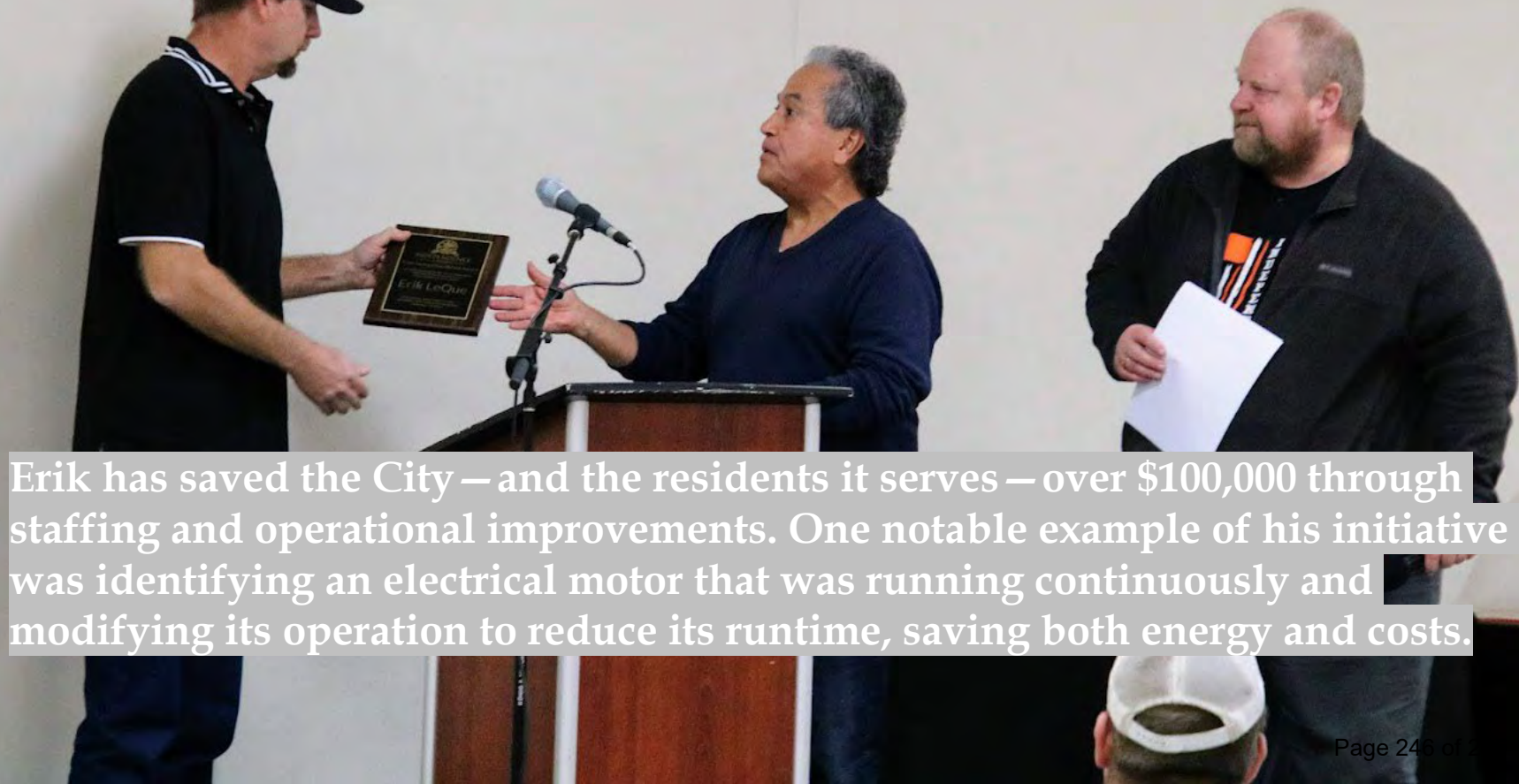
gallons of wastewater

Our high flow day was 2.98 MGD
Our low flow day was 0.03 MGD
Average Peak Flow was 1.84 MGD



WASTEWATER TREATMENT

Cost Savings Excellence Award Presented to Eric LeQue Chief Wastewater Plant Operator



Erik has saved the City – and the residents it serves – over \$100,000 through staffing and operational improvements. One notable example of his initiative was identifying an electrical motor that was running continuously and modifying its operation to reduce its runtime, saving both energy and costs.

WATER/SEWER



240 water main leaks repaired

794 feet of water line replaced

11 new service installations

98 feet of sewer main replaced

14,200 feet of sewer main pipe serviced and cleaned

1 fire hydrant replaced

SANITATION



Picked up **51**
appliances and **613**
bulk work orders
(furniture, bedding,
misc. trash)

Picked up **5,965.78**
tons of trash



STREET

Picked up 1,583 piles of brush through work orders.

Cleaned 1,400 ln ft of ditches.

Removed 6 dead trees

Swept 1,715 lane miles of streets.

Crack sealed 12,329 ft of streets.

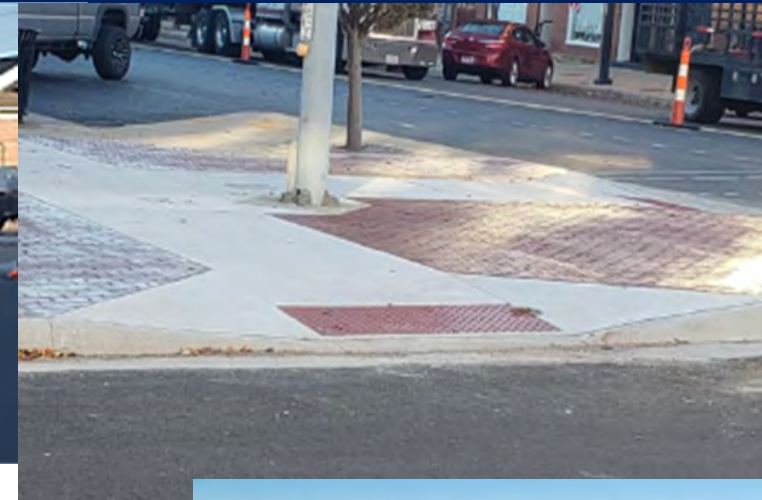
Installed 97 signs.



Recycling
INDEPENDENCE
Chamber of Commerce
Pride Committee

when	where
Every Thursday - 11 a.m.-1 p.m. 1st Saturday of the Month: 8 a.m.-12 noon	City Sanitation Yard, 21st & Maple
what's accepted	what's NOT accepted
- Aluminum Cat Food Cans - Aluminum Cans - Appliances - Car & Lawn Mower Batteries - Cardboard - Cell Phones - E-Waste - Glass Bottles (no lids) - Household Batteries - Junk Mail - Paper/Office Waste - Slick-Coated Boxes (cereal, cracker or tissue boxes) - Steel Cans (rinse, remove lids and labels) - PLASTICS BAGGED SEPARATELY #1 Clear Plastic Bottles (water bottles) #1 Clear Colored Plastic Bottles (soda bottles) #2 Cloudy Plastic Jugs (milk or juice jugs)	- Aerosol Cans - Aluminum Foil - Books/Phone Books - Bubble Wrap - Building Materials - Ceramic - Dark Bottles - Heavy Plastics (detergent jugs) - Light Bulbs - Magazines/Catalogs - Mirrors - Packing Peanuts - Paint Cans - Paper Plates - Plant Pots - Prescription Bottles - Shiny Items - Shopping Bags - Solo Cups - Styrofoam - Tires - Waxed Cardboard - Windshields - Wrapping Paper - HAZARDOUS WASTE (paint, oil, chemicals, etc.) Contact: Montgomery County Hazardous Waste Department (620) 331-4139
other services	For more information, contact the
- BULKY ITEM DROPOFF (APPLIANCES, MATTRESSES, FURNITURE, ETC.) Every Thursday / Friday 8 a.m.-12 noon & 1st Saturday of the month 8 a.m.-12 noon - BRUSH, LEAVES & LIMBS DROPOFF (NO LUMBER) Every Thursday / Friday / Saturday 8 a.m.-12 noon City Brush Yard, 1/2 mile south of College Ave. on CR 4100	City of Independence (620) 332-2507

STREET & PARKING IMPROVEMENTS



- Overlay of East Main (2nd to 8th)
- Overlay of Oak Street (Penn to 13th)
- Reconstruction and widening of Penn Avenue (Morningside to City limits)
- Construction of new streets in the new Jefferson Subdivision.
- Municipal Parking Lot north of City Hall

There are **207 FREE parking spaces** in 6 public lots within a 1 block walk from downtown!



PLANNING & ZONING



2024 Planning Commission

Processed 5 Rezoning Requests	Planning Commission Meeting
408 S 8th R-3 to R-5 Independence Housing Authority.	03/05/2024
1621 N Penn C-2 to R-2	04/02/2024
401 S 13th R-2 to C-1 with CUP	05/07/2024
3130 N 13th St, County R-1 to City R-1	10/01/2024
3100 Cessna Blvd, M-1 to M-2	11/12/2024

PLANNING & ZONING



2024 Planning Commission

Processed 5 Conditional Use Permits	Planning Commission Meeting
408 S. 8th St (storage building for Penn Terrace)	03/05/2024
401 S. 13th St (restaurant - food stand)	05/07/2024
106-108 E. Main St (Recreation Center AKA Indoor Children's Playroom)	09/03/2024
113 W. Myrtle St (Dwelling Units in C-3)	09/03/2024
940 Crescent Drive (Short Term Rental)	11/12/2024

PLANNING & ZONING



Processed 6 Text Amendments	Planning 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"	Recommended 03/05/2024
Dwellings allowed in C2 and C4 with CUP	Recommended 04/02/2024
Shipping containers adding C-4, highway commercial district.	Recommended 04/02/2024
Shipping containers in a residential neighborhood with a conditional use permit	Recommended 08/06/2024
Dwelling Units in the C-3 District - Upper Story	Recommended 09/03/2024
Communication antenna or communication towers	Recommended 10/01/2024

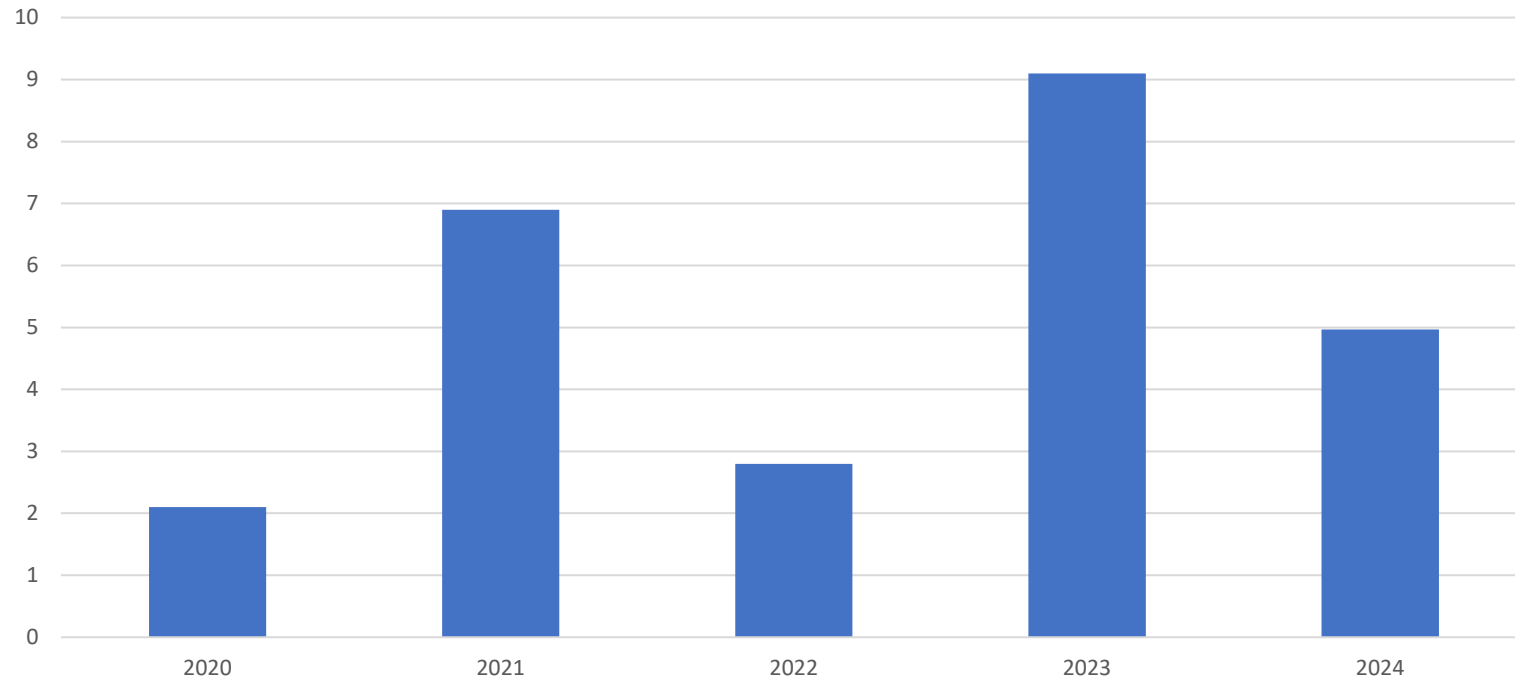
PLANNING & ZONING



2024 Board of Appeals Approvals

Processed 7 Variances	Board of Zoning Appeals
Lot split of City-owned property at 203-207 West Laurel Street (City parking lot)	Approved 02/06/2024
215 N Park Blvd (exceed size and number of detached signs St Andrew's School)	Approved 03/05/2024
1609 N Penn Ave (reduce setbacks).	Approved 03/05/2024
301 N Park Blvd (reduce setbacks).	Approved 05/07/2024
200 S. 2nd St (reduce setbacks).	Approved 08/06/2024
325 N. Penn Avenue (exceed size and number of signs)	Approved 09/03/2024
113 W. Myrtle St (exceed minimum lot area for each dwelling unit and eliminate requirement for an elevator for a building more than 2 1/2 stories in C-3)	Approved 09/03/2024

Grants Awarded Since 2020 (In Millions of Dollars)



- In 2024 the City was awarded \$4,965,838 million in grant dollars.
- Since 2020 the City has been awarded over \$25 million in grants.

BUSINESS RECRUITMENT AND RETENTION:

- ★ Industrial Revenue Bonds: \$4.65M in bonds approved for Textron Aviation's expansion.
- ★ Kwikom Fiber: Independence certified as a Gigabit City, with fiber installation nearly complete.
- ★ Big Straw Water Pipeline: Completed to support Bartlett Phase I; Phase II underway.
- ★ Airport Taxiway Rehab: \$516K project completed, enhancing small aircraft infrastructure.
- ★ Incubator Building: Kansas Medical Center lease approved; HVAC upgrades started.
- ★ Common Consumption District (CCD): Hours expanded (9 AM–2 AM); boosting local business sales.
- ★ Downtown Building Grant: Approved projects include Gregg Webster Edward Jones (\$300K) & Trident Properties (\$280K).
- ★ Labette Health Expansion: \$7M project with \$1M total City grant paid over 11 years.

EXPANDING THE TAX BASE

- ★ Sewer Cost Share Program: Amended to encourage redevelopment.
- ★ ARCO Building: Added to the National Register, making it eligible for tax credits.
- ★ Upper Story Housing: New developments approved that will add 31 apartments & 7+ commercial spaces.

ECONOMIC DIVERSITY PROMOTED:

- ★ Public Art & Murals: Two new murals at the stadium via FORPAZ.
- ★ New Businesses: High Road Coffee, Joe's Italian, Gink-N-Out, Mavericks Playroom

ENHANCING QUALITY OF LIFE

- ★ Central Park Sports Complex: Phase 1 completed; Phase 2 launching with \$2M in funding.
- ★ Major Street Projects: Overlays & expansions completed on East Main, Oak St, and Penn Ave.
- ★ Municipal Parking Lot: Reconstructed lot north of City Hall.
- ★ Historic Preservation: 1916 City Hall rehab recognized with Kansas Preservation Alliance Award; Restoration completed on AT&SF 1050 Locomotive at park
- ★ Miss Able Statue: Unveiled at Riverside Park.

HOUSING PRESERVATION & OPPORTUNITIES

- ★ Vacant & Dilapidated: 35 properties targeted; \$100K allocated for demolition.
- ★ Neighborhood Exterior Grant: 25 projects approved, totaling \$282K in improvements.
- ★ Executive Housing: Planned development on Rainbow Drive.
- ★ Bright Lake/Oakhurst Acres: 125-acre acquisition for future housing & lake project.
- ★ Jefferson Subdivision: Infrastructure complete; 22 new homes planned.

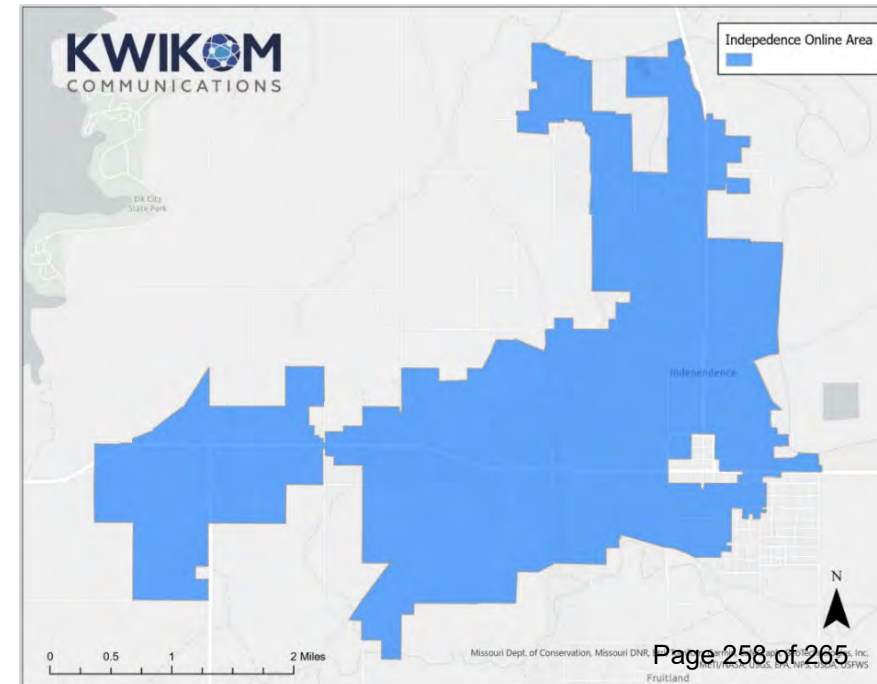
Independence – A Certified Gigabit City!



**Official Certification Date:
November 7, 2024**

- **Powered by KWIKOM**, bringing ultra-fast gigabit internet to the community.
- **Fiber Network Installed** across most of the city, with final buildout ongoing.
- **Enhanced Connectivity** for residents, businesses, and students.
- **Faster Speeds & Stronger Connections**, unlocking new opportunities for economic growth, remote work, education, and innovation.

A Major Milestone for the Future of Independence!



Central Park Sports Complex Phase I Grand Opening



- Phase I Completed in 2024
- Phase II in Process
- Phase III Starting in 2026



Adoption of Community Development/Comprehensive Plan



Adopted: May 23, 2024

- **Replaces the 1982 Comprehensive Plan** with a modernized vision for sustainable growth and development.
- **Housing is a Key Focus**, addressing current and future needs to enhance community livability.
- **Four-Phase Project** launched in **September 2023** and successfully **completed on schedule** — a rare achievement noted by our consultants.
- **Blueprint for the Future** ensuring strategic growth, infrastructure planning, and a thriving, well-balanced community.
- **Zoning Code Updates Underway** by the Planning Commission to support housing development and align regulations with the plan's vision.

Impact: A Well-Planned, Sustainable, and Vibrant City for All Residents

Adoption of Community Development/Comprehensive Plan



1,474
views

852
visits

662
visitors

362
contributions

151
from contributors

	August-October 2023	November-December 2023	January - April 2024	May - July 2024
Phase 1 Research + Analysis				
Pre-Kick-Off Meeting with City Staff	●	Sept. 6th, 2023		
Communication Plan	●			
Project Kick-Off Meeting with Steering Committee	●	Sept. 26th, 2023		
Analysis Review Meeting with Steering Committee		Oct. 10th, 2023		
Analysis Review Joint Workshop		Nov. 1st, 2023		
Phase 2 Vision, Input + Direction				
Online Engagement Website		Launched Nov. 3rd, 2023		
Special Event Booth #1		Nov. 3rd, 2023		
Stakeholder Interviews & Focus Groups		Week of Nov. 27th		
Public Workshop		Dec. 4th, 2023		
Stakeholder and Public Input Review Meeting with Steering Committee		Dec. 13th, 2023		
Phase 3 Draft Plan + Evaluation				
Draft Plan Review Sessions with Steering Committee (3 meetings)			Jan. 30th, Feb. 27th, Mar. 26th	
Draft Plan Public Open House			April 9th, 2024	
Draft Plan Joint Workshop			April 16th, 2024	
Public Review and Comment Period				
Phase 4 Final Draft Plan + Adoption				
Planning Commission Public Hearing			May 7th, 2024	●
City Commission Meeting			May 23rd, 2024	●

SERVICE AWARDS



30 YEARS

Derek Bryant
Lydia Collins

25 YEARS

Dustin Stafford

20 YEARS

Ed Sykes

15 YEARS

John Felton
Katie Southworth

10 YEARS

Daniel Cranford
Bridget Hammer

5 YEARS

Garrett Davison
John Fletcher
Lacey Lies
Erin Musgrove



LOVE INDEPENDENCE DAY



Saturday, April 27, 2024



fire hydrants painted



Urns painted at the Gazebo

AWOL held microchip clinic



Love Independence WEEK April 20-27

FREE DUMPSTER RENTAL

.....while they last

In observance of **LOVE Independence Day**, the City will offer free, 24-hour residential dumpster usage for a full week April 20-27!

Reservations open at 8 a.m. Monday, April 8, and dumpsters will be booked on a first-come, first-served basis.

CALL (620) 332-2500 ext. 705 to schedule and for more information.



It's **LOVE** Independence Week!

REMINDER:

City Sanitation Yard
(21st & Maple)

& City Brush Yard

(1/2 mile south of College Ave. on CR 4100)

are open extra hours all week

8 a.m. to 2 p.m.

for Independence residents

Sanitation yard accepting bulky items. No hazardous waste, household trash, commercial construction waste or industrial tires. Limbs, leaves and brush only at the Brush Yard. No lumber.



2024 RETIREMENTS



Melissa Adey,
Dispatch Supervisor



Curtis Wilson,
Sanitation Driver



Ed Sykes,
Chief Water Plant Operator



Lydia Collins,
Administrative Aide



Shawn Wallis,
Fire/EMS Chief



Randy Barnes,
Water Plant Operator





Thank You...