

INDEPENDENCE CITY COMMISSION

REGULAR SESSION AGENDA

May 8, 2025

5:30 PM

Civic Center Memorial 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. PRESENTATIONS

- A. Presentation from Four County Mental Health on programs that utilize the City's Special Alcohol Funds.

III. CONSENT AGENDA

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

- A. Consider approving the minutes of the April 10th and 16th, 2025 meetings
- B. Consider approving change orders from Crossland Construction for the Central Park Sports Complex Phase 2 contract.
- C. Consider approving a change order for the Trident Bookstore CDBG project.
- D. Consider a revision to the lease agreement with KMC, LLC.
- E. Consider setting a public hearing at 5:30 PM on June 11, 2025 for the purpose of determining whether a portion of North 5th Street north of Sycamore Street should be vacated.
- F. Consider authorizing a revised contract with Bartlett for accepting wastewater.

IV. PUBLIC HEARING

- A. Public Hearing Regarding CDBG Application for Playground Enhancements at Riverside Park

V. ITEMS FOR COMMISSION ACTION

- A. Consider proclaiming May 9, 2025 as Child Care Provider Appreciation Day
- B. Consider proclaiming May 11 - 17, 2025 as Police Week in Independence.
- C. Consider proclaiming May 23, 2025 as Poppy Day.
- D. Consider a request from FORPAZ to paint two additional murals on the stadium wall.
- E. Consider approving application for the Transformative Art for Public Spaces (TAPS) Grant
- F. Consider a request by Jake's Fireworks to extend the permitted fireworks sales dates.
- G. Consider adopting a resolution modifying the Neighborhood Exterior Grant Program.
- H. Consider authorizing a Special Rate for Class A bookings at Memorial Hall made on or after May 12, 2025 at 8 AM for events held from June 1st through July 31st, 2025.

- I. Consider approval of a Temporary Use of Right-of-Way Agreement with Samuel D. Sparks, Jr. and Tracy L. Sparks for 928 E. Main Street.
- J. Consider authorizing change orders with Bettis Construction for the Main, 8th to 2nd CCLIP project.
- K. Consider purchasing a replacement sanitation truck from Armor Equipment.
- L. Consider authorizing a letter of support for the Proposed *Independence* Television Production Project.

VI. REPORTS

- A. City Board Minutes
- B. 2025 Q1 Treasurers Report

VII. CITY MANAGER'S COMMENTS

VIII. COMMISSIONERS' COMMENTS

IX. PUBLIC CONCERNS

X. EXECUTIVE SESSION

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

XI. ADJOURNMENT



Presentation
CITY OF INDEPENDENCE
May 8, 2025

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Presentation from Four County Mental Health on programs that utilize the City's Special Alcohol Funds.

BACKGROUND Four County Mental Health has requested to present to the Commission regarding the City's Special Alcohol Funds.

Moneys in the special alcohol and drug programs fund shall be expended only for the purchase, establishment, maintenance or expansion of services or programs whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.

SUPPORTING DOCUMENTS

1. Independence Liquor Funds 2025

Request for Liquor Tax Funds

May 8, 2025

FY

2025

Presented by Ginger Hill, MS, LCP, LCAC

Four County
Mental Health
Center, Inc.

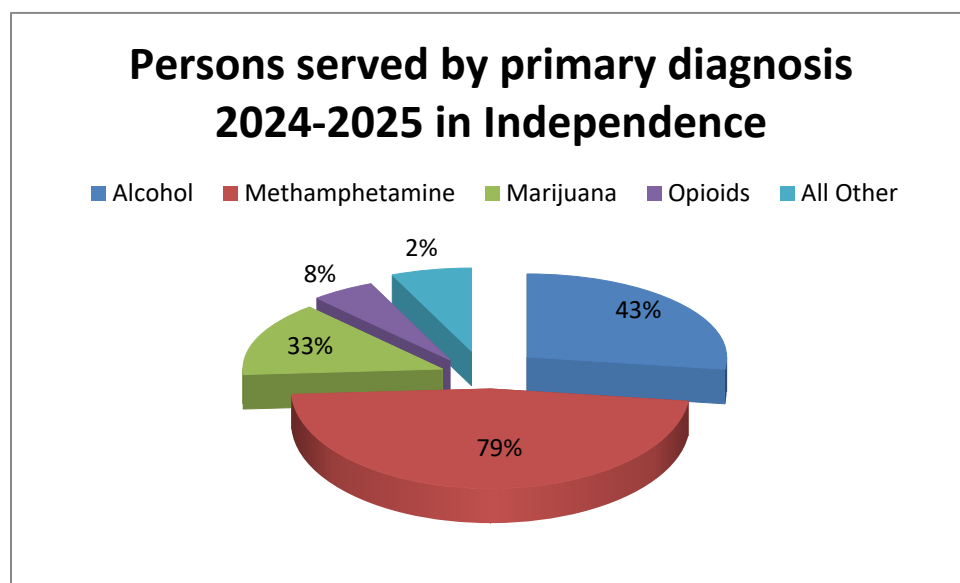
Statute KSA 79-42 a04

(d) Except as otherwise provided by this subsection, each city treasurer of a city that has a population of more than 6,000, upon receipt of any moneys distributed under this section, shall deposit the full amount in the city treasury and shall credit 1/3 of the deposit to the general fund of the city, 1/3 to a special parks and recreation fund in the city treasury and 1/3 to a special alcohol and drug programs fund in the city treasury. Each city treasurer of a city that has a population of 6,000 or less, upon receipt of any moneys distributed under this section, shall deposit the full amount in the city treasury and shall credit 1/2 of the deposit to the general fund of the city and 1/2 to a special parks and recreation fund in the city treasury. Moneys in such special funds shall be under the direction and control of the governing body of the city. Moneys in the special parks and recreation fund may be expended only for the purchase, establishment, maintenance or expansion of park and recreational services, programs and facilities. One-half of the moneys distributed under this section to cities located in Butler county shall be deposited in a special community support program and parks and recreation fund in the city treasury. Moneys in the special community support program and parks and recreation fund may be expended only for (1) the establishment and operation of a domestic violence program operated by a not-for-profit organization or (2) the purchase, establishment, maintenance or expansion of park and recreational services, programs and facilities. Moneys in the special alcohol and drug programs fund shall be expended only for the purchase, establishment, maintenance or expansion of services or programs whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.

Organizational Mission & Purpose

Four County Mental Health Center Inc. is dedicated to providing accessible, innovative services in partnership with individuals and families in our communities. Four County Mental Health Center has been serving Montgomery County residents since 1964 and has a long-lasting relationship with residents and community partners in Independence. The alcohol and drug treatment program is dedicated to achieving recovery in partnership with individuals that struggle with substance use and addiction.

Relevant data and highlights from the past year



- Methamphetamine is the number one reason for admission for the 8th year in a row and continues to present a significant concern in the Independence community.
- Since July 1, 2024, Four County completed 75 admission assessments for Independence residents. A small amount of these assessments were completed for our community's youth population below the age of 18. A total of 127 Independence residents have been served in the SUD program at FCMHC since July 1st. A total of 790 SUD services have been provided to Independence residents since July 1, 2024.
- Of the patients served, 49% received their services through the Kansas Block Grant funds. The remaining patient's services were paid with Medicaid/Medicare funds, corrections funding private insurance funds, or self-pay funds. These funds combined often fail to cover the costs of the SUD program.

Service Description and Provision

Four County uses the City of Independence liquor tax funding to help provide the following services to both adults and adolescents in Independence:

1. Substance Use Disorder assessment and referral
2. Substance Use Disorder treatment including individual, group, and family intervention
3. Intensive outpatient services, as available
4. Case management and Peer support services

5. Assessments and recommendations for DUI evaluations
6. Public education and prevention presentations as requested
7. Substance related crisis response services including emergency assessments and referral to detox programs
8. Care coordination activities

Fund Distribution: Four County uses liquor tax funding to fil the gap of unreimbursed care

1. ***Reimbursement for services not covered by insurance or State resources:*** In the fiscal year from July 1, 2024 to now, Four County has provided 790 addiction-related services at the Independence location, and a majority the services were received by individuals who were uninsured or underinsured. Four County heavily relies Substance Abuse Prevention Treatment (SAPT) funding administered by the Kansas Department of Aging and Disability Services (KDADS) to help cover these costs, but these funds are not sufficient to cover the agency's entire programming.
2. ***Non-billable treatment activities:*** Individuals with alcohol and drug disorders often require coordination to assure that the needs are met. This coordination includes essential communication with correctional officers, law enforcement, medical professionals, foster care agencies and family members.

Training and outcome measurement

The Independence location maintains an independent license to practice substance use disorder treatment. All Four County providers are trained in evidenced practices and use ASAM criteria for assessing and determining level of need. Outcomes are measured with emphasis on improving functioning. The following are examples of outcomes that we seek to achieve with the populations served:

1. Gaining and maintaining employment
2. Improved functioning in family and relationships
3. Community involvement and participation
4. Decreased involvement with the correctional/law enforcement

Additional Benefit: By offering evaluations and treatment locally, many clients are able to maintain their work schedule with minimal disruption. In addition, intensive outpatient services help community members avoid long residential stays that can be disruptive to home and family life.

Conclusion

Four County Mental Health Center requests to receive full allotment of liquor tax distribution as in years past. Four County is dedicated to provide quality care and maintains the best interest of the

Independence community and surrounding areas. If there are additional questions, please contact Ginger Hill, Clinical Director or Steve Denny, Deputy Director.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 8, 2025

Department City Clerk

Director Approval David Schwenker

AGENDA ITEM Consider approving the minutes of the April 10th and 16th, 2025 meetings

SUMMARY RECOMMENDATION Approve the minutes

BACKGROUND

FINANCIAL INFORMATION

SUGGESTED MOTION I move to approve the minutes of the April 10th and 16th, 2025 Commission meetings.

SUPPORTING DOCUMENTS

1. April 10 2025 Minutes
2. April 16 2025 Special Meeting Minutes

Minutes of the City Commission's April 10, 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; Seth Jones, City Attorney; David Schwenker, City Clerk/City Treasurer; April Nutt, Director of Housing Authority; John Garriss, City Engineer/Director of Public Works; Derek Bryant, Assistant Chief of Police; Lisa Helkenberg, Police Captain; Bridget Hammer, Dispatch Supervisor; Madilynn Bronnenberg, Dispatcher and Lacey Lies, Finance Director.

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

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

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

II. CONSENT AGENDA

Motion:

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

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

A. Consider approving minutes of the March 27, 2025 meeting.

Minutes of the City Commission's April 10, 2025 Meeting

Suggested Motion:

I move to approve the minutes of the March 27, 2025 Commission meeting.

- B. Consider the closure of 13th Street between Landon Drive and Spruce Street for May 2, 2025, from 4:00 PM to 7:00 PM.

First-grade teacher Jennifer Giles has requested a temporary closure of 13th Street between Landon Drive and Spruce Street on May 2, from 4:00 PM to 7:00 PM. This closure coincides with the Eisenhower Elementary School Carnival and truck/car show taking place during that time.

Suggested Motion:

I move to approve a temporary closure of 13th Street between Landon Drive and Spruce Street on May 2, from 4:00 PM to 7:00 PM, for the Eisenhower Carnival and Truck/Car show.

- C. Consider adding three streetlights in the new Central Park parking area.

A new parking area will be constructed near Central Park. Lighting was designed for this area, and Evergy can install the lights.

Suggested Motion:

I move to approve adding the three new streetlights as shown.

- D. Consider creation of a school zone for the Tri-County Special Education building at 5th and Chestnut.

The Tri-County building on the northwest corner of 5th and Chestnut does not currently have a school zone associated with it. A City resident noted this and requested that one be set up. A proposed map of related signs is attached.

Suggested Motion:

I move to approve creation of the school zone for the Tri-County Special Education Building.

- E. Consider authorizing the Mayor to sign a time extension for the Trident CDBG project.

The Kansas Department of Commerce awarded the City of Independence a \$250,000 Community Development Block Grant for Trident Partnerships LLC's

Minutes of the City Commission's April 10, 2025 Meeting

project at 106-108 North 8th on May 1, 2023. The project is to be completed by April 30, 2025. The project will not be completed by the due date. Therefore, there is a need to request a 6-month extension for the following reasons:

1. Initial construction bids were significantly higher than anticipated, necessitating a budget revision. Additionally, a sole source bid waiver request was submitted and approved by CDBG.
2. There was a change in project administration, with the City contracting with G.A.S. to manage the CDBG grant.

Suggested Motion:

I move to authorize the Mayor to sign the CDBG Contract Amendment Request #1 for the Trident Partnerships LLC project.

III. ITEMS FOR COMMISSION ACTION

- A. Consider a request from the Independence Historical Museum and Art Center to proclaim April 18, 2025 as "Two Lights for Tomorrow Day".

The Two Lights for Tomorrow initiative is a national commemorative event marking the 250th anniversary of Paul Revere's midnight ride on April 18, 1775—an iconic moment that signaled the beginning of the American Revolution. Communities across the country are encouraged to participate by displaying two symbolic lights on the evening of April 18, 2025, as a gesture of unity, remembrance, and service.

This event also serves as the kickoff to the USA Semiquincentennial, the nationwide observance of the 250th anniversary of the signing of the Declaration of Independence, to be celebrated on July 4, 2026.

Locally, this initiative has been brought forward by the Independence Historical Museum and Art Center. The City of Independence wishes to support and participate in this effort alongside the Museum and other community partners to help promote historical awareness and civic pride.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission proclaimed April 18, 2025 as "Two Lights for Tomorrow Day" in the City of Independence, Kansas.

Minutes of the City Commission's April 10, 2025 Meeting

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- B. Consider proclaiming April 13th through the 19th of 2025 as Public Safety Telecommunicators Week in Independence.

In 1991, National Public Safety Telecommunicator week was formally recognized by Congress and is celebrated each year during the second full week of April.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission authorized April 13th through the 19th of 2025 as Public Safety Telecommunicator Week in Independence in recognition of the commitment to excellence the members of the Independence Police Department 911 Communications Center demonstrate daily in their service to the Independence Area.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- C. Consider proclaiming April 2025 as Fair Housing Month.

The U.S. Department of Housing and Urban Development has designated April as Fair Housing Month to commemorate the passage of the Fair Housing Act of 1968 and to raise awareness about the rights and responsibilities associated with fair housing.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission proclaimed April 2025 as Fair Housing Month.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- D. Consider the purchase of a new tractor and 12-foot-wide rotary mowing attachment.

The tractor used for maintenance and vegetation control at the City's wastewater treatment plant was damaged and its hydraulics were rendered inoperable when an improper fluid was introduced inadvertently into the system. Repair costs have been quoted at a minimum of \$17,800.00. The

tractor was originally purchased in 2008.

A new tractor has been found using Sourcewell pricing from Roman's Outdoor Power at a cost of \$29,297.95. The plant manager has also requested purchase of a 12-foot-wide rotary mower attachment for the tractor, which will increase the amount of use on the tractor and shorten mowing time, saving 12 manhours per week during the summer months. The cost of the mowing attachment is \$15,315.00, also from Roman's Outdoor Power. As the number of authorized positions at the plant has been decreased from four to three and as there are currently only two employees, it is felt that this savings in time will be well used in operation and maintenance at the facility.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission approved the purchase of a new tractor and mowing attachment from Roman's Outdoor Power for the combined price of \$44,612.95.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

E. Consider approving the South Rainbow Drive Development Plan.

The City Commission has identified housing as their number one directive for 2025. In addition, the City Commission approved a Housing Needs Analysis in December 2021 identifying the City of Independence suffering from an aging housing stock. The future economic well-being of independence depends upon developing new housing to meet the needs of a variety of consumers. Additional incentives are needed to spur the development of this housing. The Housing Steering Committee recommended that the Independence Housing Authority purchase the 9 vacant lots located on the south side of Rainbow Drive. The Housing Steering Committee recommended that the City of Independence install the sewer line. This will allow the availability of 9 new lots for the potential development of executive housing.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission approved the South Rainbow Drive Development Plan.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

F. Consider approving liability and property insurance coverage.

Insurance Brokerage and Coverage Summary

The City of Independence utilizes the services of Maura Samora, CPCU, with Acrisure, as its insurance broker for property and liability coverage. As part of the current renewal cycle, the City proactively solicited insurance quotes from multiple carriers to evaluate competitive coverage options and pricing.

Two providers—EMC and Travelers—submitted quotes for various components of the City’s insurance program. These components include property, commercial auto, law enforcement liability, inland marine, equipment, public officials errors & omissions (E&O), employment practices liability, and general liability.

For the 2022–2023 coverage year, EMC provided a quote of \$385,648. In 2023–2024, EMC quoted \$476,812, while Travelers submitted a lower quote of \$295,762.

For the upcoming 2025–2026 coverage period, EMC’s quote is \$432,035, and Travelers’ is \$479,969.

Additional Coverage Highlights:

- **Gun Range Liability:** Mid-Continent quoted \$2,066 with a \$1,000 deductible, as EMC does not cover gun ranges.
- **Train Liability:** Both EMC and Travelers included this coverage in their base quotes.
- **Cyber Liability (CFC):** CFC offers comprehensive cyber coverage at \$13,843. EMC and Travelers policies are not as extensive.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission approved insurance coverage with EMC for the 2025–2026 insurance plan, including additional policies with Mid-Continent for the Gun Range Liability for \$2,066 and Cyber Liability coverage with CFC for \$13,843.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

IV. REPORTS

Minutes of the City Commission's April 10, 2025 Meeting

A. City Board Minutes

1. March 19, 2025, Library Board Minutes

V. CITY MANAGER'S COMMENTS

City Manager Passauer gave a rundown of upcoming events:

- 1.) Park Opening - April 12th from 11 am to 3 pm
- 2.) Easter Egg Hunt - April 19th, it starts at 3:00 pm in the park oval
- 3.) City Hall will be closed on Friday April 18th and sanitation services will be moved back a day
- 4.) There will be a Special Commission meeting on April 16th to discuss the Vacant Registry Ordinance
- 5.) Regular Commission meeting dates upcoming will be April 24th and May 8th

Assistant City Manager Cowan gave an update on the housing maintenance notices that were mailed out back in Janaury.

VI. COMMISSIONERS' COMMENTS

Commissioner Hayse mentioned the new trail signs donated by the alumni of Leadership Independence that are now installed at Riverside Park.

VII. PUBLIC CONCERNS

None.

VIII. EXECUTIVE SESSION

A. Discussions prior to acquisition of real estate.

Motion:

On the motion of Scott Smith, seconded by Dean Hayse, the Commission recessed for an executive session for discussion of possible acquisition of real estate pursuant to the preliminary discussion on acquisition of real estate exception found at KSA 75-4319(b)(6). The open meeting will resume at 6:13 pm in the Commission Room of City Hall.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

Minutes of the City Commission's April 10, 2025 Meeting

The open meeting resumed at 6:13 pm with no action taken.

IX. ADJOURNMENT

Motion:

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

Minutes of the City Commission's April 16, 2025 Meeting

I. SPECIAL 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; David Schwenker, City Clerk/City Treasurer; Kayla Schabel, Administrative Assistant to the City Manager and Lacey Lies, Director of Finance.

Visitors Present: None.

A. Call to Order

Mayor Smith called the meeting to order.

II. ITEMS FOR DISCUSSION

A. Discuss enforcement and potential modifications to the Vacant Building Ordinance.

The purpose of this discussion is to request direction from the City Commission on whether to proceed with enforcement of the City's current vacant building ordinance or take alternative legislative action.

There is a proposed ordinance that responds to Commissioner Hayse's request to address Vacant, Abandoned, and Dilapidated Structures (VADS). The draft ordinance expands the current framework by including vacant residential buildings, in addition to the commercial properties already covered under the existing ordinance. At present, the existing ordinance is not being actively enforced.

This Special Meeting is intended to provide an opportunity for the Commission to consider whether to retain, repeal, or modify the ordinance moving forward.

Enforcement of the vacant building ordinance may generate revenue through registration, chronic vacancy, and VADS fees. These fees are intended to help offset the cost of inspections, enforcement, nuisance abatement, and potential demolition activity.

Potential Fees:

- **Registration Fee: \$25 (residential) or \$100 (commercial/industrial), one-time per vacancy period**

Minutes of the City Commission's April 16, 2025 Meeting

- **Chronic Vacancy Fee:** \$250 (residential) or \$500 (commercial/industrial) per year, with a 10% annual increase for continued vacancy
- **VADS Fee:** \$150 annually for visibly deteriorating vacant properties
- **Penalty for Non-Registration:** \$100 every 90 days, up to \$400 annually per property

Fees may be waived if the property is actively marketed for sale or rent, or if a valid affidavit of intent to reoccupy is submitted (for residential properties). The City has been working with a collection agency to recover unpaid enforcement-related fees. Liens remain an available enforcement tool where appropriate.

The ordinance also provides incentives to encourage reuse of vacant structures, including waiver of zoning, variance, or permit application fees; temporary utility service at no cost (up to \$150/month for 90 days); and waiver of remodeling permit fees for qualifying improvements. These incentives may result in modest short-term fiscal impact.

The extent to which fees offset enforcement costs will depend on compliance rates, the number of qualifying properties, and the City's enforcement capacity. While it is not expected that collected fees will significantly cover the cost of nuisance abatement or demolition, the ordinance reinforces the expectation that owners of Vacant, Abandoned, and Dilapidated Structures (VADS) should contribute their fair share. This approach aims to reduce the financial burden on responsible property owners and supports the broader goal of encouraging reinvestment and protecting neighborhood stability—even if full cost recovery is unlikely in many cases.

Prior to taking any further action, we request Commission direction on whether staff should begin enforcing the existing vacant building ordinance.

- If yes, staff will also need guidance on whether the Commission wishes to modify the ordinance. Options include:
 - Expanding the ordinance to cover residential properties, consistent with the preliminary draft and the VADS proposal, and incorporating any other changes the Commission may identify;
 - Removing commercial properties from the ordinance and focusing enforcement solely on vacant residential structures. This approach would require additional edits to the preliminary draft ordinance.

Minutes of the City Commission's April 16, 2025 Meeting

- If no, staff will prepare an ordinance to repeal the existing vacant building ordinance.

A memo evaluating how the proposed ordinance addresses VADS is included, along with a copy of the current ordinance and the draft proposal.

III. ADJOURNMENT

Motion:

On the motion of Tim Emert, seconded by Dean Hayse the Commission adjourned 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
May 8, 2025**

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider approving change orders from Crossland Construction for the Central Park Sports Complex Phase 2 contract.

SUMMARY RECOMMENDATION Approve PCO-01 and PCO-02

BACKGROUND PC-01 and PCO-02 both relate to work on Sycamore Street. During construction, it was noted that approximately 135' of sidewalk immediately adjacent to the project area was in extremely poor condition. So that we are connecting to sidewalk in usable shape, PCO-01 was created to add quantities 5' of sidewalk and curb. In addition, 3 trees in the area were found to be dead and/or in poor condition and will be removed with this change order. PCO-02 relates to the costs incurred to trench and install 2" galvanized conduit for new Everygy street lights.

FINANCIAL INFORMATION The total addition to the Phase 2 contract is \$27,637.06 (PCO-01 - \$12,199.00 and PCO-02 - \$15,438.06). These expenses are eligible for cost sharing under the LWCF Grant reimbursement.

SUGGESTED MOTION I move to approve PCO-01 and PCO-02.

SUPPORTING DOCUMENTS

1. PCO-01
2. PCO-02

Central Park Sports Complex - Phase II - 23KS30-AFD

23KS30-AFD

911 N Park Blvd
Independence, KS 67301

Date: 4/1/2025

Number: PCO-01

Subject: Sycamore St. Additional Demo and Curb and Sidewalk Replacement

Source of Funding: Owner Contract Change Order

Description

Work as described in the documents attached.

Days Requested: 0

Change Total: \$12,199.00

Item Number	Description	Amount
01	PCO-01 Sidewalk	\$4,850.00
02	PCO-01 - Curb	\$4,740.00
03	PCO-01 Demo - Trees, Sidewalk, Curb & Haul Off	\$1,500.00
04	PCO-01 P&O	\$1,109.00

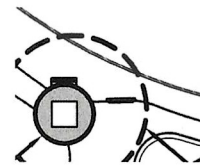
Approved By:

By

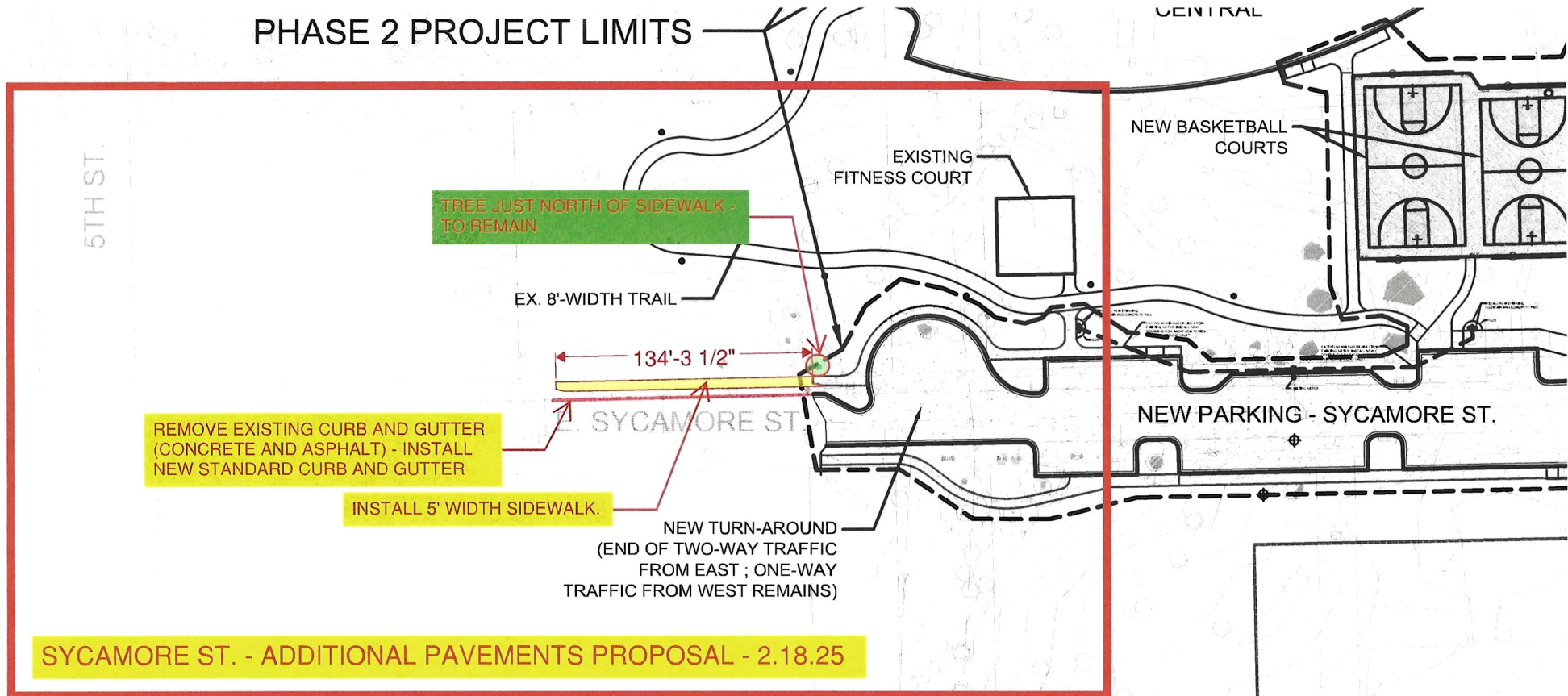
Signature

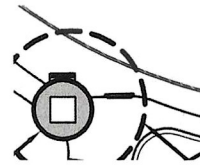
Date

Lacey Lies
Lacey Lies
4-29-25

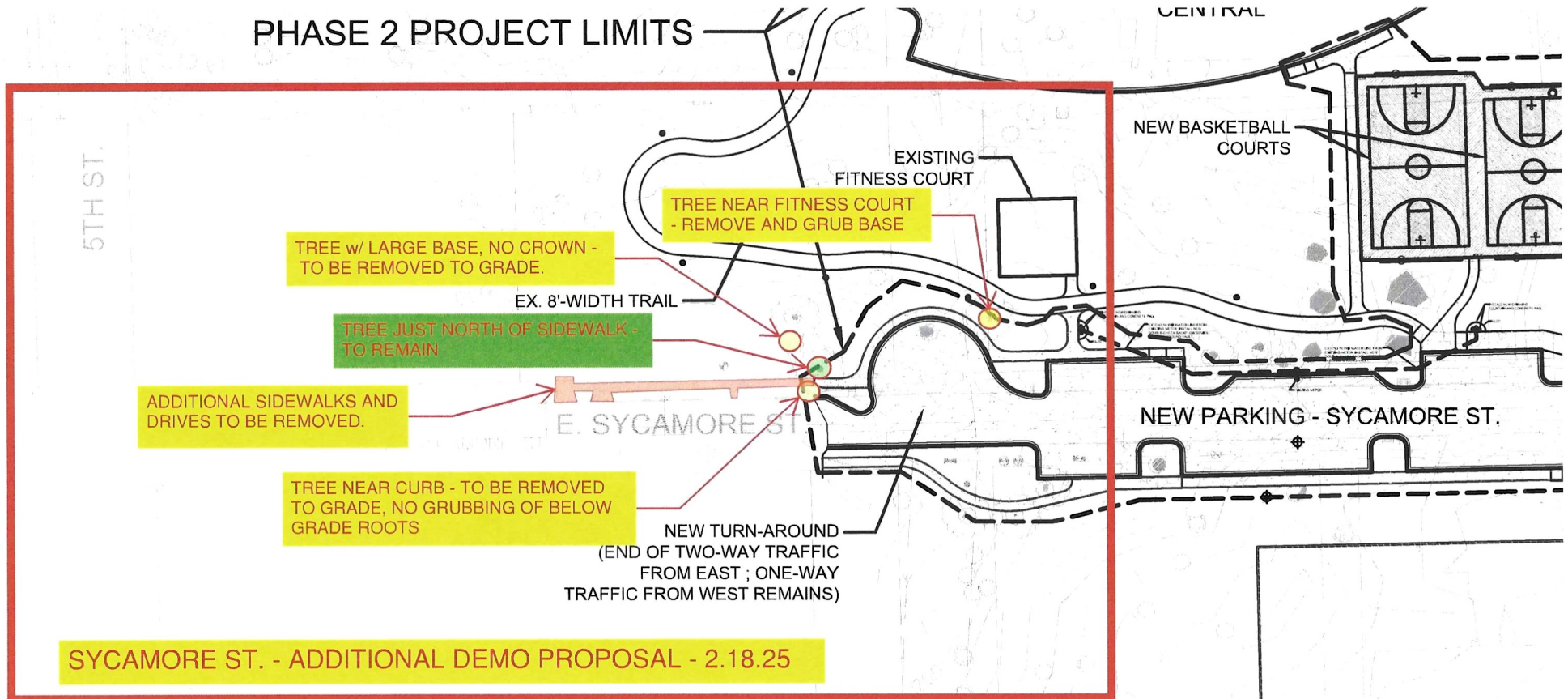


PHASE 2 PROJECT LIMITS





PHASE 2 PROJECT LIMITS



Potential Change Order

Central Park Sports Complex - Phase II - 23KS30-AFD

23KS30-AFD

911 N Park Blvd
Independence, KS 67301

Date: 4/24/2025

Number: PCO-02

Subject: Sycamore Street Lighting

Source of Funding:

Description

For work described in the documents attached.

Days Requested: 0

Change Total: \$15,438.06

Item Number	Description	Amount
01	Sycamore Street Lighting Additions	\$14,034.60
02	10% P&O	\$1,403.46

Approved By:

By

Lacey Lies

Signature

Lacey Lies

Date

4-24-25



Crossland Construction Company, Inc.
PO Box 45
Columbus, KS 66725

April 14, 2025

Independence Central Park Sports Complex Sycamore Street Lighting Rev. 1

Scope:

D&A Electrical will provide the following at Sycamore Street for Evergy provided lights:

- Per plan EV-1 revised date 3.7.25 and email on March 7 from Doug
- Excavate 30" below finish grade (Which means 24" Deep below concrete parking lot) approx. 405 ft
- Install 2" galvanized rigid conduit under street section per plans approx. 200ft
- Allow Evergy to install wire in open trench
- Fill open trenches as follows:
 - Over 2" GRC pipe with flowable fill
 - All other with clean rock
- Trencher & Excavator fees included
- Includes Prevailing Wages/Davis Bacon on all Labor
- 3.5% for bonding

Total Base Bid is \$14,034.60 which includes bonding at 3.5%

Notes:

- No sale tax is included per PEC

Prepared by: Danny Johnston

Have any questions please call my cell 620-331-9331
Thank You for the Opportunity!

1. All parts and labor are covered by a ONE YEAR WARRANTY or Manufacture Warranty.
2. This proposal is valid for 30 days from date above.

CENTRAL PARK SPORTS COMPLEX

PHASE 2

INDEPENDENCE KANSAS

Date: 01.17.25
Issued For: Construction

REVISIONS
Date Description
REVISED 4.16.25

REGISTRATION

INDIGO DESIGN, INC.
Landscape Architecture
8553 Timber Trail Drive De Soto KS 66020
Ph: (913) 583-1370 Fax: (913) 583-1321

PROJECT TEAM

LANDSCAPE ARCHITECTURE
INDIGO DESIGN, INC.

LANDSCAPE ARCHITECTURE
(SPORTS FIELDS)
VSR DESIGN

CIVIL ENGINEERING
PROFESSIONAL ENGINEER
CONSULTANTS, P.A. (P.E.C.)

ARCHITECTURE
ECHOLON ARCH + DESIGN

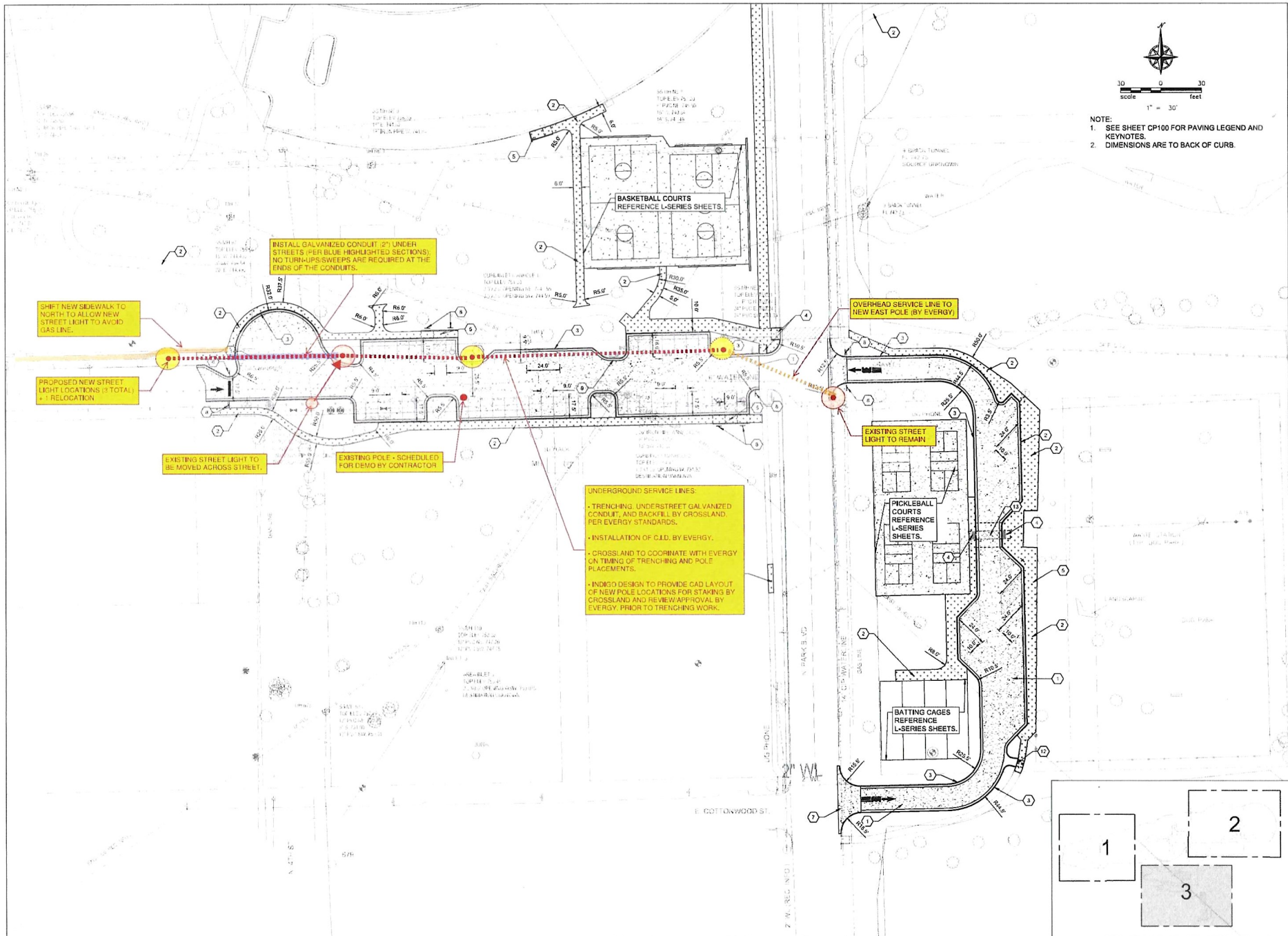
ELECTRICAL ENGINEERING
PKMR ENGINEERS

MEP ENGINEERING
PKMR ENGINEERS

STRUCTURAL ENGINEERING
STEWART ENGINEERING

SYCAMORE STREET LIGHTING PLAN

SHEET
EV-1





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 8, 2025

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider approving a change order for the Trident Bookstore CDBG project.

SUMMARY RECOMMENDATION Approve the Change Order.

BACKGROUND Trident Partnerships LLC is rehabilitating six downtown buildings for the purpose of upper story housing and commercial use on the ground level. The building located at 106-108 North 8th has been awarded a Community Development Block Grant. The developer is requesting a change order for the construction contract for additional demo and framing.

FINANCIAL INFORMATION This change order is for \$5,940. This project costs are covered by the CDBG Grant and matching funds from Trident. There is no budget impact to the City.

SUGGESTED MOTION I move to approve Change Order Number 002 for the Bookstore CDBG project and authorize City staff to sign off on and approve all future change orders for the Bookstore project.

SUPPORTING DOCUMENTS

1. Review__sign_AIA_Contract_Document_-_Proj (1)



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Bookstore CDBG
106 N. 8th St.
Independence, KS 67301

CONTRACT INFORMATION:
Contract For: Selective Demolition
Date: March 05, 2025

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: 04-28-2025

OWNER: *(Name and address)*
City of Independence
120 N. 6th
Independence, KS 67301

ARCHITECT: *(Name and address)*
Echelon Arch + Design
612 SE Frank Phillips Blvd.
Bartlesville, OK 74002

CONTRACTOR: *(Name and address)*
Flint Ridge Service, LLC
PO Box 537
Winfield, KS 67156

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Demo: Charges to demo (3) additional doors \$3,600.00

Framing: Charges to infill (3) additional openings \$3,840.00

Credit: Credit for unused contingency included in previous CO \$-1,500.00

The original Guaranteed Maximum Price was

\$ 178,803.00

The net change by previously authorized Change Orders

\$ (48,523.00)

The Guaranteed Maximum Price prior to this Change Order was

\$ 130,280.00

The Guaranteed Maximum Price will be increased by this Change Order in the amount of

\$ 5,940.00

The new Guaranteed Maximum Price including this Change Order will be

\$ 136,220.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

DocuSigned by:

C9BA4532BEC8428...

Signed by:

B6970AC28F5C4E2...

ARCHITECT *(Signature)*

CONTRACTOR *(Signature)*

OWNER *(Signature)*

BY: Miranda Bruening - Principal
(Printed name, title, and license number if required)

BY: Josh Dobbs - Owner
(Printed name and title)

BY: Lacey Lies - Director of Finance
(Printed name and title)

4/28/2025

4/29/2025

Date

Date

Date



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 8, 2025**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider a revision to the lease agreement with KMC, LLC.

SUMMARY RECOMMENDATION City staff recommends that the Commission approve the lease amendment with KMC, LLC.

BACKGROUND

The City requested a change to our lease agreement due to the previous coverage requirements in clause #12, and KMC has agreed to those changes.

The City of Independence no longer maintains full insurance coverage on the building located at 811 W. Laurel. The City shall, at its sole expense, maintain public liability insurance covering bodily injury and property damage for the building as a whole.

KMC shall, at its sole expense, maintain public liability insurance covering bodily injury and property damage related to its leased premises and shall name the City as an additional insured. Additionally, KMC shall be solely responsible for insuring all personal property it owns that is located within the leased premises or elsewhere in the building.

FINANCIAL INFORMATION N/A.

SUGGESTED MOTION I move to approve the amendment to the agreement with KMC, LLC.

SUPPORTING DOCUMENTS

1. KMC Lease Revision - 05062025

LEASE AGREEMENT

This Agreement is entered into by and between the **City of Independence, Kansas**, a municipal corporation, (hereafter CITY), and **Kansas Medical Center, LLC**, a Delaware limited liability company, (hereafter KMC).

Whereas, CITY owns the improved real estate located at 811 West Laurel, Independence, Kansas, (hereafter referred to as the “Building”) which consists of the former Mercy Hospital emergency room and patient rooms.

And Whereas, City desires to lease to KMC, and KMC desires to lease from CITY, 5400 square feet of space in the Building.

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

1. **Leased Premises:** CITY hereby leases to KMC, and KMC leases from CITY, approximately 5400 square feet on the first floor of the Building, as depicted on the diagram contained in Exhibit A, attached hereto and incorporated herein by reference (hereafter referred to as the “Leased Premises”). KMC shall also have access to, and use of all parking areas associated with the Building.

2. **Construction Phase:** In order for KMC to use and occupy the Leased Premises for its purposes, certain remodeling and construction improvements must occur. The period of time needed for the remodeling and construction shall be referred to as the “Construction Phase”. The Construction Phase shall start on a date mutually agreed between the parties after both parties have executed this agreement. During the Construction Phase, KMC shall have full access to the Building and the Leased Premises for purposes of preparing the Leased Premises for occupancy by KMC. The remodeling

and construction shall be performed by KMC at its own cost. KMC shall fully comply with all City ordinances and building code requirements.

3. **Term:** For purposes of determining when KMC shall be obligated to begin paying the lease payment to CITY, the initial term shall begin immediately following City's issuance of a certificate of occupancy. The initial term shall be for a period of five (5) years. This agreement shall automatically renew for successive five (5) year terms unless either party gives the other party 90 days' notice prior to expiration of the then current term of its intent to terminate or renegotiate this agreement.

4. **Lease Payment and Rebate:** KMC shall receive a rebate during the initial 5-year term in order to recoup construction costs. The base lease rate shall be \$18.00 per square foot per year, which equates to \$8,100.00 per month. A rebate of \$5.00 per square foot per year deducted from the base lease rate reduces the monthly lease payment for the initial 5-year term to \$5,850.00 per month. The monthly lease payment shall be paid in advance on the first day of each month during the term of this agreement. For any partial month of occupancy, the lease payment shall be prorated. No security deposit shall be required.

5. **Permitted Usage and Exclusivity:** KMC may use the Leased Premises for the providing of health care services, and incidental purposes, in conformity with all applicable laws. KMC shall have the exclusive right to provide cardiology services to the public in the Building.

6. **Furniture and Equipment:** KMC shall solely be responsible for providing its own personal property, medical supplies, equipment, instruments, or medications placed in or used by KMC in the Leased Premises.

7. **Maintenance:** KMC shall not make any structural changes to the Leased Premises without prior written consent of CITY. KMC shall perform all ordinary and routine maintenance in the Leased Premises and keep the Leased Premises in a clean and orderly condition. KMC shall have no duty to repair the Leased Premises unless caused by the negligence or misconduct of the KMC. CITY shall furnish to the Leased Premises the following services;

- a. Water as required for normal customary medical office use;
- b. Central heat and air conditioning;
- c. Electrical power as required for KMC intended use;
- d. Lamps, bulbs, tubes and ballasts for standard building lighting fixtures used in the Leased Premises;
- e. Sanitary sewer services;
- f. Non-infection waste disposal;
- g. All repairs to, maintenance of and replacement of (as needed) the HVAC, mechanical, electrical and plumbing systems in the Leased Premises.

8. **Janitorial Services:** KMC may elect to use a janitorial service provided for, or contracted by, CITY at a cost of \$250.00 per week. The janitorial service will provide a weekly deep cleaning of the Leased Premises. The cost of the janitorial service shall be paid by KMC on a monthly basis in the amount of \$1,083.33 to be added to the monthly lease payment of KMC.

9. **Possession:** KMC shall be granted possession of the Leased Premises for occupancy purposes upon issuance of a certificate of occupancy by City, and shall be

provided all necessary keys, codes, and other means of ingress and egress to the Leased Premises.

10. **Right of Access:** Upon reasonable notice to KMC, CITY, its agents and employees, shall have access to the Leased Premises for the purpose of inspecting the same to determine whether it is in good repair, and to further make reasonable repairs as required here under.

11. **Termination:** If either party defaults in the performance of its obligations under this agreement, and if the default is not cured within 30 days after receiving written notice of the default from the non-defaulting party, then the non-defaulting party shall have the right to immediately terminate this agreement by providing the defaulting party with written notice of termination.

12. **Insurance:** City at its sole expense shall maintain a fire alarm system, a security system, and a fire sprinkler system for the Building. City at its sole expense shall maintain public liability insurance covering bodily injury and property damage for the Building. KMC at its sole expense shall maintain public liability insurance covering bodily injury and property damage with respect to its Leased Premises and shall name City as an additional insured. In addition, KMC at its sole expense shall be responsible for insuring all personal property owned by it located in the Leased Premises or elsewhere in the Building.

13. **Indemnification:** KMC agrees to indemnify and hold harmless the CITY, its agents and employees, from any liabilities, claims, demands, damages, losses, expenses, including reasonable attorney's fees, in connection with, arising from, or resulting in any injury or damage to persons or property which may be made or brought against the CITY as a result of the negligence or willful act or acts or omissions of KMC.

14. **Notices:** All communications and notices between the parties shall be delivered in writing to the parties at their respective addresses shown below either by first class mail, email or facsimile:

If to CITY:
Office of City Clerk, Independence, Kansas
City Hall 120 N. 6th, Independence, Kansas
Fax: 620-332-2511
davids@independenceks.gov

If to Kansas Medical Center, LLC:
1124 W. 21st Andover, Kansas 67002
Fax: 316-300-4040
steven.hadley@ksmedcenter.com

15. **Assignment:** KMC shall not assign this agreement or any interests herein without the prior written consent of the CITY.

16. **Entire Agreement:** This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior correspondence, memorandum, agreements or understandings (written or oral) with respect hereto are merged into and superseded by this agreement.

17. **Amendment:** No amendment to this agreement shall be binding unless in writing dated subsequent to the date hereof and executed by the parties.

WHEREUPON, the parties have hereinto set their hands on the dates shown below.

The City of Independence, Kansas

Date:

By: _____
W. Scott Smith, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

Kansas Medical Center, LLC

05-06-2025
Date:

By: Steven Hadley
Steven Hadley, Ks Medical Center



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 8, 2025

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider setting a public hearing at 5:30 PM on June 11, 2025 for the purpose of determining whether a portion of North 5th Street north of Sycamore Street should be vacated.

SUMMARY RECOMMENDATION Set the public hearing.

BACKGROUND Matthew Debo, resident of 220 E. Sycamore Street, has submitted a request to the City Commission to vacate the segment of North 5th Street that lies adjacent to his residence. The concern raised by Mr. Debo and nearby neighbors pertains to increased foot traffic in the area, with individuals reportedly parking along this section of the street and walking behind homes along the existing tree line. This has resulted in privacy and security concerns among the adjoining property owners. In order to consider vacating a street, a public hearing must be set.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to set a public hearing on June 11, 2025 at 5:30 PM for the purpose of determining whether a portion of North 5th Street north of Sycamore Street should be vacated.

SUPPORTING DOCUMENTS

1. City-vacate N. 5th-Hearing Notice and Proposed Ordinance
2. Debo, Matt - Request to vacate N. 5th
3. Map

City of Independence, Kansas to all persons concerned:

NOTICE OF HEARING

You are hereby notified that the Governing body of the City of Independence, Kansas, will conduct a public hearing at 5:30 p.m. on 11th day of June, 2025 for the purpose of determining whether a certain street shall be vacated as described below:

All that part of the North 5th Street lying North of Sycamore Street and lying adjacent to Lot 19, Block 4, McBride's North side Addition on the West, and Lot 7, Owen and Ingram's sub-division of the S/2 of Block 6, McBride's North Side Addition on the East, City of Independence, Montgomery County, Kansas

David W. Schwenker, City Clerk

ORDINANCE NO. _____
AN ORDINANCE VACATING A PORTION OF
NORTH 5TH STREET NORTH OF SYCAMORE STREET

Be it ordained by the governing body of the City of Independence, Kansas:

Section 1. The governing body has determined that legal notice has been given by publication as required by law, that no private rights will be injured or endangered by the proposed street vacation, that the public will suffer no loss or inconvenience thereby, and that it is reasonable and prudent to vacate the following street, and it is hereby vacated:

All that part of the North 5th Street lying North of Sycamore Street and lying adjacent to Lot 19, Block 4, McBride's North side Addition on the West, and Lot 7, Owen and Ingram's sub-division of the S/2 of Block 6, McBride's North Side Addition on the East, City of Independence, Montgomery County, Kansas

Section 2. Ownership of that portion of the alley so vacated shall revert to the owners of the adjacent real estate and proportion to the ownership of frontage of the vacated alley.

Section 3. The City of Independence hereby retains and reserves an easement covering the entire vacated street area for currently located utilities in that areas as well as any future utilities, and repair and maintenance thereof.

Section 4. This Ordinance shall be published in the official City newspaper and shall thereafter take effect thirty (30) days after publication unless one or more interested parties file written protest before expiration of such time, all as provided by law.

Adopted by the governing body of the City of Independence, Kansas on the 11th day of June, 2025.

W.S. Smith, Mayor

ATTEST:

David Schwenker, City Clerk

I would like to petition to vacate a portion of North 5th Street. The following is the portion of N 5th St. to be vacated.

A tract of land previously platted for road or alleyways as shown on the plat of McBride Northside Addition part of NE ¼ of section 30 township 32 range 16 Independence, Montgomery County, KS. North 5th Street being 50 feet in width beginning at the North right of way of East Sycamore Street, thence north 150 feet.

Attached are aeriels of N 5th to be vacated.

Matthew Debo

CONNECTEXPLORER







REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 8, 2025

Department Public Works & Utilities

Director Approval John Garris

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

SUMMARY RECOMMENDATION Authorize contract.

BACKGROUND Bartlett – Montgomery County, LLC has started operation. The Commission had previously approved Bartlett’s request to up to 75,000 gallons per day and have requested an increase in the permissible amount to 100,000 gallons per day or more as approved by the Chief Operator of the Wastewater Treatment Plant.

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.

FINANCIAL INFORMATION This will provide additional monthly revenue to the City.

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

SUPPORTING DOCUMENTS

1. 2025.5.9 Agreement with Bartlett

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 100,000 gallons of wastewater or more, as approved by the Chief Operator of the facility, 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.

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.S. Smith, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

Bartlett- Montgomery County, LLC

Date:

By:_____
Name:
Title:



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 8, 2025

Department Park, Zoo & Cemetery

Director Approval Scott Patton

AGENDA ITEM Public Hearing Regarding CDBG Application for Playground Enhancements at Riverside Park

SUMMARY RECOMMENDATION City staff recommends approval of the CDBG application.

BACKGROUND

At the February 27th commission meeting, the Commission voted to approve an update to the Independence Parks Master Plan. One phase of the updated plan includes enhancements to the playground area at Riverside Park. Planned improvements feature new play equipment, safety surfacing, concrete curbing, ADA-compliant sidewalks, improved lighting, and two new picnic shelters.

Funding for these improvements has been allocated for 2025. The capital funding for this project, along with a contribution from FORPAZ, satisfies the match requirement needed to apply for a Community Development Block Grant through the Kansas Department of Commerce. For a community of our size, the maximum grant award is \$650,000.

If awarded, the grant—combined with the matching funds—would cover most of the planned upgrades to the playground area. This would represent a significant step forward in implementing the Parks Master Plan

FINANCIAL INFORMATION \$155,000 in city capital funds will be allocated towards the match requirement for the grant. FORPAZ has pledged a contribution of \$25,000 to the project, which will be combined with the city capital funds to be put towards the match. The maximum grant award is \$650,000.

SUGGESTED MOTION I move to approve the application for CDBG funding.

SUPPORTING DOCUMENTS

1. Playground Concept
2. Independence Park CDBG PER
3. 2025-Community-Facilities-Main-Forms-for-Online-Application_Independence Park
4. City of Independence_CDBG Disclosure Report Form_Updated



ENGINEERING REPORT
Riverside Park Renovations

For
INDEPENDENCE, KANSAS

April, 2025

Prepared by:



Independence, Kansas

620-331-3999

TABLE OF CONTENTS

Executive Summary

I. General

II. Physiography

III. Riverside Park

IV. Alternatives for Improvement

V. Conclusions/Recommendations

Preface:

Executive Summary:

*

The City of Independence plans to improve its park system for the benefit of the community.

The City commissioned a study to examine alternatives for improvements, and has determined that Concept 3 is the most viable alternative. (see Figure)

These improvements would greatly benefit the existing residents

The preliminary cost estimate for this project totals \$817,000.



Riverside Park Renovations					
CONCEPT 3					
Independence, Kansas					
OPINION OF PROBABLE COST					
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
1	General Site Work	LS	\$61,500	1	\$61,500
2	Sidewalks	SF	\$10	2855	\$28,550
3	Playground Equipment	LS	\$357,300	1	\$357,300
4	West Shelter	LS	\$82,000	1	\$82,000
5	East Shelter	LS	\$82,000	1	\$82,000
6	Landscaping	EA	\$12,650	1	\$12,650
			Construction Subtotal:		\$624,000
			Contingencies		\$125,000
			Design		\$45,000
			Inspection		\$23,000
			Estimated Total		<u>\$817,000</u>

**PRELIMINARY ENGINEERING REPORT
PARK IMPROVEMENTS
CITY OF INDEPENDENCE, KANSAS**

I. GENERAL

Independence is the County Seat and the second largest city in Montgomery County with a population of approximately 10,000. The city is located at the junction of US Highways 75 and 160. Independence is located 15 miles north of Oklahoma and 60 miles west of Missouri.

II. PHYSIOGRAPHY

2.1 TOPOGRAPHY:

Ground surface elevations range from 850 feet above mean sea level in the north part of town to 750 near the confluence of Whiskey Creek and Rock creek, located near the Southeast edge of the City.

2.2 GEOLOGY:

Geologically the area is typical of the northwesterly flank of the Cherokee Basin of the Paleozoic stratigraphic section. The region consists of Mississippian, Lower Ordovician, and Upper Cambrian rocks bounded above by the Pennsylvanian and below by the Precambrian systems.

2.3 HYDROLOGY:

Surface Runoff: The City is bounded on the East by the Verdigris River and on the South by Rock Creek. Whiskey Creek and a number of smaller unnamed tributaries conveys the majority of the stormwater runoff from the City to Rock Creek. Other unnamed tributaries convey the remainder of stormwater runoff to the Verdigris River.

The Elk River is located just north of the corporate limits, and enters into the Verdigris River Northeast of the City. The Elk City Reservoir is located Northeast of the City on the Elk River for flood control.

The flood of record for Independence occurred in 2007. It is estimated that this flood of record was 3 to 5 feet above the 100 year base flood elevation as defined by FEMA. The elevation of Riverside Park is above both the FEMA 100 year base flood and the flood of record.

2.4 CLIMATE:

The climate is typical continental. Precipitation is heaviest late in spring and early summer. Dry periods of several weeks are common during the growing season. The average annual precipitation for the area is 40 inches, the average annual temperature is 55 degrees Fahrenheit. The climate characterized by frequent and sometimes extreme changes in temperature, humidity, cloudiness, and winds.

The winters are generally mild, but may last until March, ending with a final blast of snow or ice. Sub-zero temperatures are rarely last more than two days.

Summers are generally warm and growing seasons usually last about 185 days. Hot humid weather may last for two-week periods before being disrupted by thunderstorms and rain.

Spring temperatures vary from frost to the mid 70's due to the clash between lingering winter cold masses and warm humid air moving northward from the Gulf of Mexico.

The autumn season in the area is usually a period of warm days and cool nights. Frost may occur as early as the last week of October, following the heavy thunderstorm activity in September.

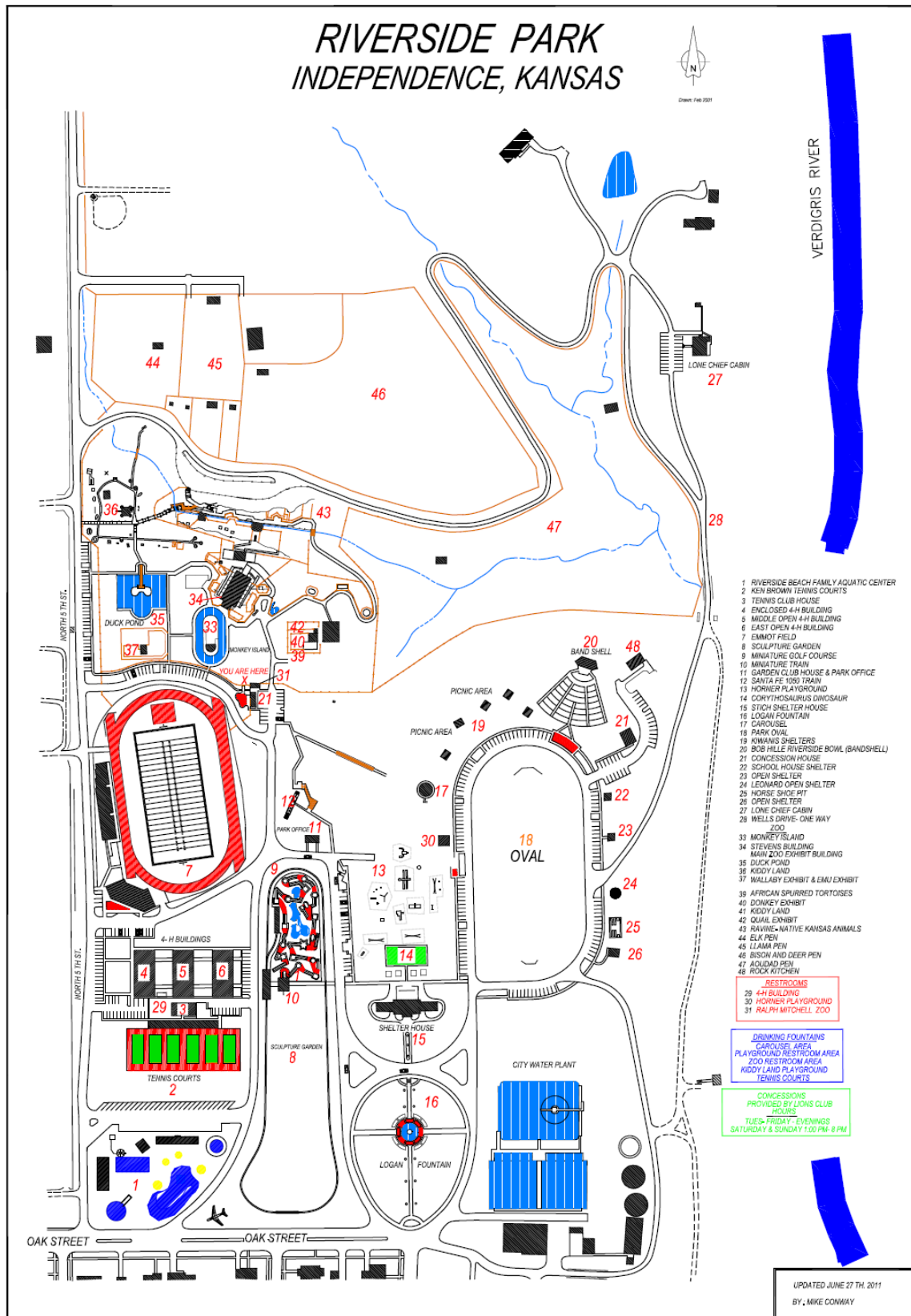
The precipitation is well distributed with approximately thirty percent in the spring, approximately thirty percent in the summer, twenty-six percent in the autumn, and fourteen percent in the winter. Snowfall averages less than ten inches per year.

III. Riverside Park

3.1 Existing Facilities:

Riverside Park is the main park serving the City, and was founded in 1914 when 50 acres of land along the Verdigris River was donated to the city. Renowned landscape architect, George Kessler designed the park. In following years the park grew to include a large playground, baseball stadium, band stand, tennis courts, and buildings used for gatherings. Later additions to the park include a carousel in 1950, a miniature train in 1953, a 1050 steam locomotive in 1955, and around 1965, a Corythosaurus from display at the 1964 World's Fair.

Ralph Mitchell Zoo was added to the park in 1925, with Monkey Island added in 1932. Monkey Island shares historical significance with other structures in the park and zoo in that it was one of the many construction projects built during the Great Depression.



The City has undertaken several improvement projects in recent years. In 2019, new handicap accessible swings were installed in Riverside Park playground. In 2022, new ADA accessible sidewalks, an ADA bridge to the playground castle, and a new single-family restroom were constructed in Kiddy Land at Ralph Mitchell Zoo. In 2023, a new "Sensory Garden" area, which is ADA accessible and featured musical elements was added. This equipment was designed specifically for use by children with mental disabilities.

3.2 Proposed Improvements

In 2022, a Master Plan was developed by Indigo Design, Inc that outlines all major upgrades to the Zoo for the next 25 years. Planned upgrades include a new exotic species building, upgrades to Monkey Island and the Duck Pond exhibit, a new Education/Welcome Center, infrastructural upgrades such as improved utilities, fencing, and ADA sidewalks, and several new exhibits. Sections of the Master Plan was updated in 2024 to examine specific Riverside Park Renovations. Three concepts were examine, with each being reviewed by City Staff.

IV. ALTERNATIVES FOR IMPROVEMENT

Based on the Master Plan and review by stakeholders, the most viable alternative for improvement was determined to be Concept 3, with a total cost of \$817,000.



Riverside Park Renovations CONCEPT 3 Independence, Kansas OPINION OF PROBABLE COST					
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
1	General Site Work	LS	\$61,500	1	\$61,500
2	Sidewalks	SF	\$10	2855	\$28,550
3	Playground Equipment	LS	\$357,300	1	\$357,300
4	West Shelter	LS	\$82,000	1	\$82,000
5	East Shelter	LS	\$82,000	1	\$82,000
6	Landscaping	EA	\$12,650	1	\$12,650
			Construction Subtotal:		\$624,000
				Contingencies	\$125,000
				Design	\$45,000
				Inspection	\$23,000
			Estimated Total		<u>\$817,000</u>

4.1 Summary of Alternatives

Two basic alternatives exist. 1. Status Quo: i.e., do nothing the park 2. Undertake Riverside Park Renovations, Concept 3.

Status Quo: This option has no capital cost, but the long term cost in continuous degradation of existing park features is immeasurable. The status quo is not a viable option.

Riverside Park Renovations, Concept 3: This project will modernize certain areas of the park and playground. The total cost is estimated to be \$817,000.

4.2 Operation and Maintenance

The proposed project will replace aging sidewalk and structures. The proposed project is therefore anticipated to have a positive impact on operation and maintenance costs of the storm sewer system.

V. CONCLUSIONS/RECOMMENDATIONS

The proposed project will improve aging park facilities used by residents of all ages. The proposed improvements will:

1. Remove old play equipment.
2. Replace sidewalk.

3. Extend sidewalks serving as an ADA path in the park.
4. Add two shelters to the park
5. Improve landscaping.

The cost of the project is estimated at \$817,000.

STATEMENT OF ASSURANCES AND CERTIFICATIONS

The applicant hereby assures and certifies with respect to the grant that:

- (1) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (3) Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
- (4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
- (5) Its chief executive officer or other officer of the grantee approved by Commerce:
 - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
 - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
- (6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):

- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1;
- (b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- (c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);
- (d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 135;
- (e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;
- (f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
- (h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
- (i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;
- (j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
- (k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended.
- (l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
- (m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

- (n) The regulations, policies, guidelines and requirements of 2 CFR Part 200 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
 - (o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
- (7) The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
 - (8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;
 - (9) It will comply with the provisions of 24-CFR-200.
 - (10) It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant;
 - (11) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
 - (12) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.
 - (13) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.

- (14) It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.
- (15) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

The applicant hereby certifies that it will comply with the above stated assurances.

	Scott Smith
Signature, Chief Elected Official	Name (typed or printed)
Mayor	
Title	Date

To Whom It May Concern:

As Chief Elected Official of the City of Independence, I hereby certify that I have knowledge of all activities in the above-referenced application. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. I therefore certify that no portion of the above application violates this regulation.

Mayor

ATTEST:

City Clerk

THE CITY OF Independence, KANSAS

RESOLUTION NO. _____

RESOLUTION CERTIFYING LEGAL AUTHORITY
TO APPLY FOR THE KANSAS
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FROM THE KANSAS DEPARTMENT OF COMMERCE
AND AUTHORIZING THE MAYOR
TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City of Independence, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City of Independence, Kansas, intends to submit an application for assistance from the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City of Independence, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR of Independence, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates \$ 180,000.00 in cash funds toward this project and \$ 0 in force account labor for same.

APPROVED BY THE GOVERNING BODY OF THE CITY OF Independence
KANSAS, this 8th day of May, 2025.

APPROVED _____
MAYOR

ATTEST _____

(SEAL)

THE CITY OF Independence, KANSAS

THE CITY OF Independence, KANSAS

RESOLUTION NO. _____

A RESOLUTION ASSURING THE KANSAS DEPARTMENT OF COMMERCE THAT FUNDS WILL BE CONTINUALLY PROVIDED FOR THE OPERATION AND MAINTENANCE OF IMPROVEMENTS TO THE Riverside Park SYSTEM TO BE FINANCED WITH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, The City of Independence is applying for Small Cities Community Development Block Grant funds under the Community Facility Category, as administered by the Kansas Department of Commerce; and,

WHEREAS, The City of Independence wishes to utilize this funding for the purpose of constructing improvements to the City's Riverside Park system, as described in the Community Development Block Grant application submitted to the Kansas Department of Commerce; and,

WHEREAS, The City of Independence has determined that the annual operation maintenance costs of the Riverside Park improvements are anticipated to be approximately \$533,465 ; and,

WHEREAS, The annual Riverside Park budget has been determined to be adequate to fund the operation and maintenance of the Riverside Park improvements,

NOW, THEREFORE, BE IT RESOLVED THAT: The Governing Body of the City of Independence, Kansas, hereby assures the Kansas Department of Commerce that sufficient funds will be provided for the continued operation and maintenance of the above described improvement; that these operation and maintenance costs will be reviewed annually; and that the budget will be adjusted, when necessary, to reflect and cover any increase in costs.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF Independence, KANSAS THIS 8th DAY OF May, 2025.

ATTEST:

MAYOR

CITY CLERK

(SEAL)

(Minimum required by all applicants for funding – must be submitted with application)

**Residential Anti-displacement and Relocation Assistance Plan
under Section 104(d) of the
Housing and Community Development Act of 1974, as Amended**

The jurisdiction will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The jurisdiction will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the jurisdiction will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds (should contain proposed demolitions):

N/A - No dwellings will be demolished with grant funds.

As chief official of the jurisdiction, I hereby certify that the above plan was officially adopted by the jurisdiction of Independence on the 8th day of May, 2025.

Date: _____ Signature – Chief Elected Official: _____

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Number: 2501-0017
Expiration Date: 1/31/2026

Public Reporting Burden Statement: This collection of information is estimated to average 2 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 the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed HUD-2880 forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

Applicant/Recipient Information

* UEI Number: HJTBBXB31VC8

* Report Type: Initial ☒

Update ☐

1. Applicant/Recipient Name, Address, and Phone (include area code)

* Applicant Name: City of Independence

* Street 1: 120 N. 6th St. Independence

Street 2:

City: Independence

State Abbreviation: KS

* Zip Code: 67301

County: Montgomery

* Country: United States

* Phone: 620-332-2500

2. Employer ID Number (do not include individual social security numbers): 48-6042582

3. HUD Program Name: Kansas Department of Commerce Small Cities CDBG Program

4. Amount of HUD Assistance Requested/Received: \$ 676,200

5. State the name and location (street address, City and State) of the project or activity

Project Name: Riverside Park Renovations

* Street 1: 400 Mickey Mantle Way

Street 2:

City: Independence

State Abbreviation: KS

* Zip Code: 67301

County: USA: United States

* Country: USA: UNITED STATES

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity?

These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. For further information see 24 CFR Sec. §4.3.

☒ Yes

☐ No

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1-Sep. 30)? For further information, see 24 CFR §4.9.

☐ Yes

☒ No

If you answered "**No**" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. However, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested/Expected Sources and Use of Funds. Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name	Department/State/Local Agency Name
* Government Agency Name:	* Government Agency Name:
Government Agency Address:	Government Agency Address:
* Street 1:	* Street 1:
Street 2:	Street 2:
City: State Abbreviation: * Zip Code:	City: State Abbreviation: * Zip Code:
County:	County:
Country:	Country:
* Type of Assistance:	* Type of Assistance:
* Amount Requested/Provided: \$	* Amount Requested/Provided: \$
* Expected Uses of the Funds:	* Expected Uses of the Funds:

Note: For Part 1, use additional pages if necessary. Add Attachment:

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for assistance or in the planning, development, or implementation of the project or activity.

* Alphabetical list of all persons with a reportable financial interest in the project or activity (for individuals, give the last name first)	* Unique Entity ID	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)			
SEKRPC	JCTGMGLNF8N3	Grant Administration	\$	40000	4.6	%
TranSystems	M3OZCWH5LB14	Engineering/Inspection	\$	68000	7.9	%
			\$			%

2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

* Alphabetical list of all persons with a reportable financial interest in the project or activity (for individuals, give the last name first)	* City of Residence	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)			
			\$			%
			\$			%
			\$			%

Note: For Part 2, use additional pages if necessary. Add Attachment:

Certification:

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.

Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

* Signature:

* Date: (mm/dd/yyyy):



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 8, 2025**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider proclaiming May 9, 2025 as Child Care Provider Appreciation Day

SUMMARY RECOMMENDATION Authorize the proclamation.

BACKGROUND We received a request from Tamisha Sewell representing the Tree House Early Education Foundation requesting to adopt a proclamation declaring May 9, 2025 as Child Care Provider Appreciation Day.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to proclaim May 9, 2025 as Child Care Provider Appreciation Day.

SUPPORTING DOCUMENTS

1. Child Care Provider Appreciation Day Proclamation 05-09-2025

PROCLAMATION 2025
Child Care Provider Appreciation Day May 9, 2025

- WHEREAS,** family child care and center based child care is quality early childhood education and a valuable investment in our children’s future; and
- WHEREAS,** child care professionals play an important role in cultivating, supporting, and educating young children in a warm, loving, and culturally competent environment to meet the needs of families; and
- WHEREAS,** the City of Independence recognizes child care providers as an essential workforce for our economy that allow families access to the care needed so they can work; and
- WHEREAS,** by calling attention to the importance of quality child care services for all children and families in our communities, the City of Independence child care providers are working with the National Association for Family Child Care and other organizations statewide to enhance the quality and availability of such services; and
- WHEREAS,** the City of Independence will join families and organizations nationwide in recognizing child care providers, teachers and educators for their efforts in caring for the children of working parents and providing them with quality early childhood experience; and
- WHEREAS,** the City of Independence residents are encouraged to recognize child care providers throughout the state for their dedication to providing quality care and learning services, and for the important role they play in our children’s future.

NOW, THEREFORE, as Mayor of the City of Independence, I do hereby proclaim May 9, 2025,

“CHILD CARE PROVIDER APPRECIATION DAY”

in the City of Independence, Kansas.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Independence, Kansas, to be affixed this day, May 8, 2025.



W. Scott Smith, Mayor
City of Independence Kansas



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 8, 2025

Department Police

Director Approval Dustin Stafford

AGENDA ITEM Consider proclaiming May 11 - 17, 2025 as Police Week in Independence.

SUMMARY RECOMMENDATION Police Department staff recommends the commission approve the attached proclamation.

BACKGROUND In 1962, President John F. Kennedy signed a proclamation designating May 15th as Peace Officers Memorial Day and that week as Police Week.

FINANCIAL INFORMATION

SUGGESTED MOTION I move to authorize May 11th through May 17th 2025 as Police Week in Independence in recognition of the commitment to excellence the members of the Independence Police Department demonstrate every day.

SUPPORTING DOCUMENTS

1. 2025 Police week Proclamation

Proclamation

Police Week and Peace Officers Memorial Day

May 11-17, 2025

WHEREAS, the members of the Independence Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Independence; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the police department of Independence is law enforcement agency which unceasingly provides a vital public service;

NOW, THEREFORE, I, Mayor W. Scott Smith call upon all citizens of Independence and upon all patriotic, civil and educational organizations to observe the week of May 11th through the 17th, as Police Week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of Independence to observe May 15th, as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

IN WITNESS WHEREOFF, I have hereunto set my hand and caused the Seal of the City of Independence to be affixed. DONE at the City of Independence this 8th day of May, 2025.

Signed this 8th day of May, 2025

W. Scott Smith, Mayor
City of Independence, Kansas



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 8, 2025**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider proclaiming May 23, 2025 as Poppy Day.

SUMMARY RECOMMENDATION Approve the proclamation of May 23, 2025 as Poppy Day.

BACKGROUND The American Legion Auxillary has requested that the City proclaim May 23, 2025 as Poppy Day.

FINANCIAL INFORMATION

SUGGESTED MOTION I move to proclaim May 23, 2025 as National Poppy Day.

SUPPORTING DOCUMENTS

1. Poppy Day Proclamation 05-23-2025



PROCLAMATION 2025
Poppy Day May 23, 2025

WHEREAS, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers;

WHEREAS, Millions who have answered the call to arms have died on the field of battle;

WHEREAS, A nation at peace must be reminded of the price of war and the debt owed to those who have died in war;

WHEREAS, The red poppy has been designated as a symbol of sacrifice of lives in all wars; and

WHEREAS, Harold R Andrews American Legion Auxiliary Unit #139 has pledged to remind America annually of this debt through the distribution of the memorial flower;

THEREFORE, I Scott Smith, Mayor, of Independence, Montgomery County, Kansas do hereby proclaim this 23rd of May, 2025, as POPPY DAY and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on this day and through the weekend.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Independence, Kansas, to be affixed this day, May 8, 2025.



W. Scott Smith, Mayor
City of Independence Kansas



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 8, 2025**

Department Park, Zoo & Cemetery

Director Approval Scott Patton

AGENDA ITEM Consider a request from FORPAZ to paint two additional murals on the stadium wall.

SUMMARY RECOMMENDATION City staff recommends approval of the request from FORPAZ to paint two additional murals on the stadium wall.

BACKGROUND City staff received a request from Gayle Holum representing FORPAZ to paint two additional murals on the stadium wall adjoining the existing Mark Johnson mural. The two new murals will also be copies of Mark Johnson's work. One will depict the miniature train, AT&SF 1050 locomotive, and the park office. The other will depict the carousel. The Park Board approved the murals on May 5, 2025.

FINANCIAL INFORMATION There will be no financial impact on the City. FORPAZ will apply for a grant through the Kansas Department of Commerce, which, if awarded, will pay for fifty percent of the project. The match will be funded by FORPAZ.

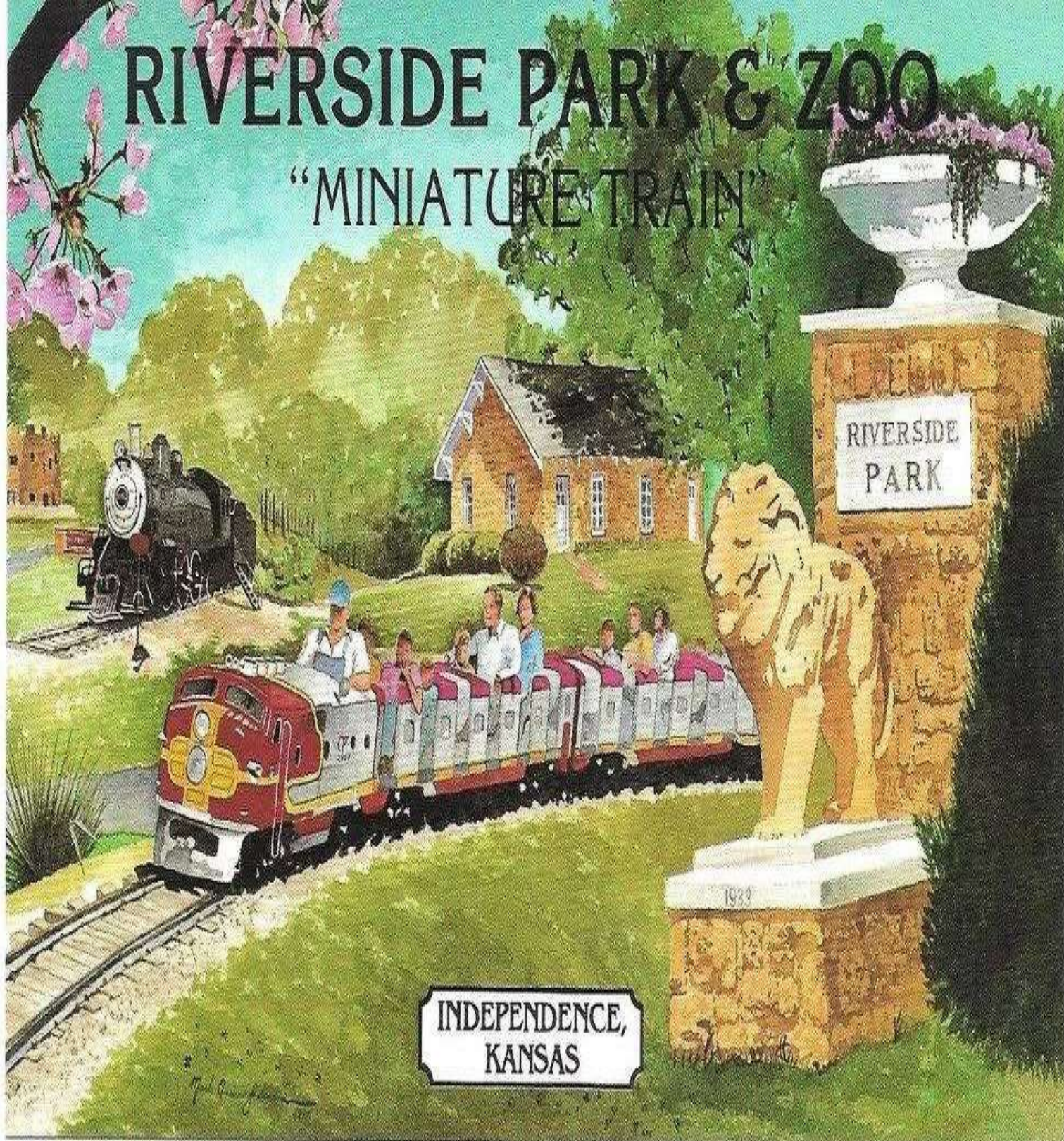
SUGGESTED MOTION I move to approve FORPAZ's request to paint two additional murals as presented on the stadium wall.

SUPPORTING DOCUMENTS

1. Miniature Train Mural
2. Carousel Mural

RIVERSIDE PARK & ZOO

"MINIATURE TRAIN"



RIVERSIDE PARK & ZOO

"CAROUSEL"

RIVERSIDE
PARK

INDEPENDENCE,
KANSAS

Mark Johnson
1991



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 8, 2025

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider approving application for the Transformative Art for Public Spaces (TAPS) Grant

SUMMARY RECOMMENDATION Approve TAPS Grant application

BACKGROUND The Kansas Department of Commerce has announced the launch of an innovative program to support the enhancement of often overlooked public infrastructure to help drive economic growth and community vitality. The Transformative Art for Public Spaces (TAPS) grant will invest in projects that leverage creative placemaking to attract visitors, encourage local investment, and support small businesses. The program offers awardees \$1,500 to \$2,000 per project to cover materials, supplies and artist compensation. Interested parties are encouraged to collaborate with local artists, students, and community members to turn mundane or unsightly objects within the community into vibrant works of art that reflect local pride and long-term economic resilience. Approved fixtures include electrical boxes, fire hydrants, trash cans, water utilities, and other infrastructure. Applications will be reviewed monthly on the 15th and funds are awarded on a first-come-first-served basis. Applicants are encouraged to submit multiple projects within a single application, with a maximum of 5 projects to be awarded per application.

The City is recommending applying for four projects, as follows:

1. Sewer Manhole - located along the scenic Eagle Loop Trail at the CPSC
2. Electrical Box - located at the CPSC, 4-plex
3. Electrical Box - located in front of the Riverside Beach Family Aquatic Center
4. Electrical Box - located at Unity Plaza at Chestnut and Penn Ave

The City solicited community support letters and artist interest letters through social media and received 15 letters of support from community members and organizations as well as 5 interest letters from local artists. The images provided in this RCA are just conceptual ideas and do not represent finalized artwork. If awarded, City staff would select artists for each project and finalize artwork at that time.

One item to determine now is whether the City will allow paint on the electrical boxes, or if wraps must be used. Please see the Painting vs. Wrapping document for staff's comparison on the two methods.

Please note that a similar request to paint a traffic control box in 2018 was ultimately not approved by the Commission, primarily due to concerns about ongoing maintenance. Details from that prior agenda item, including the issues raised, are provided for your reference.

FINANCIAL INFORMATION The program offers awardees \$1,500 to \$2,000 per project to cover materials, supplies and artist compensation. Depending on the design and methods chosen, the City may be required to cover additional costs and will be responsible for future maintenance.

SUGGESTED MOTION I move to apply for the Kansas Department of Commerce's TAPS Grant.

SUPPORTING DOCUMENTS

1. Painting vs. Wrapping
2. TAPS Grant Ideas
3. 04262018-Traffic Control Box Painting Request Information

Transforming public infrastructure like electrical boxes and meters into public art can enhance urban aesthetics and foster community engagement. Two prevalent methods for this transformation are vinyl wraps and direct painting. Below is a comparison of these approaches, focusing on materials, costs, application processes, and maintenance considerations.

Vinyl Wraps vs. Painting: Comparative Overview

1. Initial Cost & Application

- **Vinyl Wraps**
 - **Cost:** Typically ranges from \$2,500 to \$4,000 per wrap, depending on size and complexity.
 - **Application:** Involves designing, printing, and professionally installing the wrap. The process is relatively quick, often completed within a day.
 - **Design Flexibility:** Allows for intricate, high-resolution designs that can be replicated across multiple units.
- **Painting**
 - **Cost:** Generally lower, with artist stipends around \$250 per box, as noted in programs like the Grants Pass Art Box Project.
 - **Application:** Requires surface preparation, priming, and multiple coats of paint. The process can take several days, including drying time.
 - **Design Flexibility:** Offers unique, hand-crafted artwork but may be limited in replicability and detail compared to digital designs.

2. Durability & Maintenance

- **Vinyl Wraps**
 - **Durability:** High-quality vinyl wraps can last between 5 to 7 years, offering resistance to UV rays and weather conditions.
 - **Maintenance:** Easy to clean with mild detergents. Damaged sections can be replaced without redoing the entire wrap.
 - **Considerations:** Over time, edges may peel, especially in harsh climates, necessitating occasional touch-ups or replacements.
- **Painting**
 - **Durability:** With proper sealing and maintenance, painted boxes can remain vibrant for several years.

- **Maintenance:** Requires periodic cleaning and potential touch-ups to address fading, chipping, or graffiti.
- **Considerations:** Environmental factors like sun exposure and moisture can accelerate deterioration.

3. Artistic & Community Impact

- **Vinyl Wraps**

- **Artistic Expression:** Facilitates collaboration with artists who can create designs remotely, allowing for diverse artistic contributions.
- **Community Engagement:** Enables the inclusion of community themes and symbols, fostering local pride.
- **Limitations:** Some critics argue that wraps may lack the authenticity of hand-painted art.

- **Painting**

- **Artistic Expression:** Provides a platform for artists to create site-specific, original artworks directly on the infrastructure.
- **Community Engagement:** Live painting can attract public interest and interaction during the creation process.
- **Limitations:** Variability in artist skill and style may lead to inconsistent quality across different installations.

Summary Table

Aspect	Vinyl Wraps	Painting
Initial Cost	Higher (\$2,500–\$4,000)	Lower (~\$250 stipend per box)
Application Time	Short (1 day)	Longer (several days)
Durability	5–7 years	Varies; requires maintenance
Maintenance	Easy; replaceable sections	Requires touch-ups; more laborious
Design Flexibility	High; digital designs	Moderate; artist-dependent
Community Engagement	Moderate; design phase	High; interactive creation process

Final Considerations

- **Budget Constraints:** If budget is a primary concern, painting may be more feasible due to lower initial costs.
- **Longevity Goals:** For installations intended to last several years with minimal upkeep, vinyl wraps offer greater durability.
- **Artistic Objectives:** To showcase local artists and encourage community interaction, painting provides a more engaging platform.
- **Maintenance Resources:** Consider the availability of resources for ongoing maintenance when choosing between the two methods.

Both vinyl wraps and painting have their merits and can be selected based on specific project goals, community involvement, and resource availability.













Summary of April 26, 2018 City Commission Action – Traffic Control Box Painting Request

Subject: Consideration of request from Eclectix Art Gallery to paint the traffic control box located at the corner of Penn and Laurel.

Request Overview:

Eclectix Art Gallery submitted a proposal in April 2018 requesting permission to paint artwork on a traffic control box owned by the City of Independence. The intent was to enhance the visual appeal of the streetscape, inspired by similar projects in other communities. The applicant submitted sample artwork and expressed willingness to coordinate with City staff and Main Street for design approval and ongoing upkeep.

City Staff Review:

- Verified the box was owned by the City (not Westar).
- Consulted with the Public Works Director, who indicated that vents on the box must remain unobstructed to prevent equipment overheating.
- City staff initially recommended approval with specific conditions:
 1. Pre-approval of artwork by the City Manager and Main Street;
 2. Assurance that box vents would remain unobstructed;
 3. Ongoing maintenance through coordination with Main Street.

Commission Action:

After review and discussion, the City Commission declined to approve the request. The primary concern expressed by the Commission was future maintenance responsibility—including how to manage repairs, touch-ups, or graffiti removal over time. The absence of a formal public art policy or program to address such projects contributed to the decision. Additionally, there was concern that approval could set a precedent, resulting in similar future requests without a consistent framework for review and management.

Outcome:

The request was not approved by the Commission. The traffic control box at Penn and Laurel remains unpainted, and no similar program has since been established.

Attachments Following This Summary:

1. April 26, 2018 Agenda Item Documentation
2. Draft Notes from the 04/26/2018 City Commission Meeting on this Topic
3. Excerpt from Approved Minutes of the 04/26/2018 City Commission Meeting

Consider a request from Eclectix Art Gallery to paint the traffic control box at Penn and Laurel.





Consider a request from Eclectix Art Gallery to paint the traffic control box at Penn and Laurel.





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
April 26, 2018

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider a request from Eclectix Art Gallery to paint the traffic control box at Penn and Laurel.

SUMMARY RECOMMENDATION Approve the request.

BACKGROUND City staff has received a request from Eclectix Art Gallery to paint a traffic control box at Penn and Laurel. City staff checked with Westar and the Public Works Director and they both indicated that this traffic control box is owned by the City. Eclectix also provided sample pictures of the type of art they would like to paint. The Public Works Director has indicated that any type of painting of the traffic control box would need to ensure that the vents are unobstructed so that the box does not overheat. City staff has also contacted Main Street and we will report at the meeting any feedback we receive.

BUDGET IMPACT N/A

SUGGESTED MOTION I move to authorize Eclectix Art Gallery to paint the traffic control box at Penn and Laurel as long as they meet the following conditions:

1. Any proposed artwork must be preapproved by the City Manager and Main Street;
2. Ensure during or after the traffic control box is painted, that the vents are not obstructed in any way; and
3. Work with Main Street to ensure the painted traffic control box is repainted or touched up as needed.

SUPPORTING DOCUMENTS

1. Request
2. Pictures

From: Eclectix Gallery
To: [Kelly Passauer](#)
Subject: Re: Eclectix Art Gallery Love Independence Day
Date: Friday, April 20, 2018 12:00:51 PM

Ok great, I may be a little late depending on when my last daycare kid leaves but I'll be there.

On Fri, Apr 20, 2018 at 11:42 AM, Kelly Passauer wrote:

5:30 PM. I can also include the photos you sent in their agenda packet that goes out on Monday.

From: Eclectix Gallery
Sent: Friday, April 20, 2018 10:26 AM

To: Kelly Passauer
Subject: Re: Eclectix Art Gallery Love Independence Day

Ok, not a problem, I can do it that weekend instead of this weekend so go ahead and put it on the agenda. What time is the meeting? I'll come and bring some sample photos.

Tamisha

On Fri, Apr 20, 2018 at 10:21 AM, Kelly Passauer wrote:

Tamisha,

In investigating this further I have determined from Westar and our Public Works department that the box you propose to paint belongs to the City, not Westar. The City Attorney suggests that such approval should come from the City Commission with feedback from Main Street. That would mean I would need to place it on the April 26th agenda for consideration and hopefully Main Street will have time to comment. Unfortunately, we would not be able to get approval in time to do something this weekend. Also, in speaking with the Public Works Director the vents on the traffic control box cannot be blocked or obstructed in any way in order to avoid the box from the overheating.

If you wish to proceed I will place this on the April 26th agenda, however, I really need to know today as the agenda packets go out on Monday.

Thanks!

Kelly

From: Eclectix Gallery
Sent: Friday, April 20, 2018 9:20 AM
To: Kelly Passauer
Subject: Re: Eclectix Art Gallery Love Independence Day

Hey, I know that Love Independence Day is the 28th but if we're approved to do the project could I do it this weekend?

Thanks,

Tamisha

From: Eclectix Gallery
Sent: Thursday, April 19, 2018 6:59 PM
To: Kelly Passauer
Subject: Re: Eclectix Art Gallery Love Independence Day

Yep, the one I would prefer is a the corner of Penn and Laurel. I've attached a couple of pictures.

Tamisha

On Thu, Apr 19, 2018 at 4:56 PM, Kelly Passauer wrote:

Can you possibly send me a picture and location of the one you propose to paint? I need to verify if the City owns it or Westar.

Thanks!

Kelly

From: Kelly Passauer
Sent: Thursday, April 19, 2018 4:52 PM
To: Eclectix Gallery

Subject: RE: Eclectix Art Gallery Love Independence Day

Those are super cool! Let me see what I can do!

Thanks!

Kelly

From: Eclectix Gallery

Sent: Thursday, April 19, 2018 4:46 PM

To: Kelly Passauer

Subject: Eclectix Art Gallery Love Independence Day

Hi Kelly,

Here are a few examples of what other towns have done with their electrical boxes and traffic light boxes. It would be great if we could paint one. Let me know if you have any questions.

Thanks,

Tamisha Sewell

Assistant Director

Eclectix Art Gallery

eclectixartgallery@gmail.com

facebook.com/eclectixartgallery

--

Name

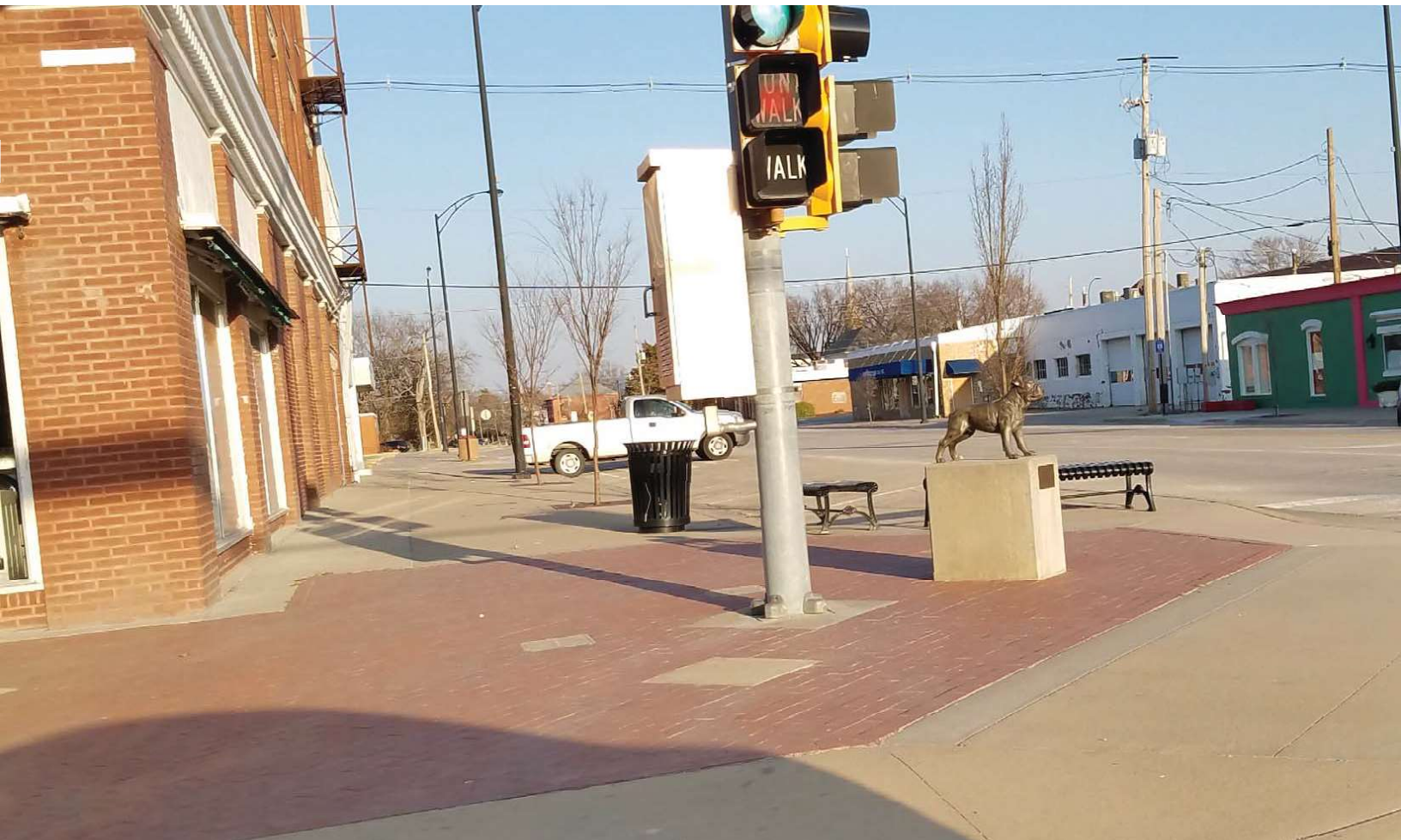
Title

Eclectix Art Gallery

facebook.com/eclectixartgallery

--

Name















D. Consider A Request From Eclectix Art Gallery To Paint The Traffic Control Box At Penn And Laurel.

Tamisha Sewell represented the Eclectix Art Gallery. Mayor stated that it is aluminum and doesn't require maintenance now. Tamisha Sewell -- We would use outdoor paint and a metal primer.

Caflisch -- Too much of a realist, it's already high up and doesn't require maintenance. I wish you could do something low. Don't want to add more maintenance to our staff. Who is going to maintain it then. Right now it doesn't cost anything. Tamisha -- I understand, that's why we have plans at the gallery to take care of it. We wouldn't need to cover the vents at all. Gary -- I have mixed feelings also. I have misgiving in this not looking good in a year and can't say that I love the idea. Tamisha -- Some other towns say this has cut down on graffiti as taggers tend not to tag over

someone elses' art. Ysusi -- The maintaining it, who picks up that responsibility if you aren't here anymore. Need a group that is established and has members here. I like the concept itself, who's final responsibility. Craig -- Our motion designates Main Street to maintain it. Tabitha -- Our design committee is okay with it if the design is brought to us and they maintain it. We don't have artists on board to maintain this. Caflisch -- I like the concept, is there another way, or another place? Some other means others than those. Tamisha -- I would be interested in that. I don't know what else would be available. Our trash receptables have a texture on them. When we discussed it at the Gallery meeting we talked about adding one each year and the gallery would be responsible for it. I am open to suggestions for other places to do it. Caflisch -- Thank you. Hogsett stated that he would vote against it as this is not the right place to start something like that. Ysusi -- My comment is if there was a group that would maintain it, and the design would fit in with the nature of the downtown, the more we take on it is just another added, not problem, but something we would have to handle. Hogsett moved to authorize their request meeting the conditions stated. Ysusi seconded. All voted against it, so the motion did not carry.

Minutes of the Independence City Commission's April 26, 2018 Meeting

- C. Consider a request from R-Turn to approve the artwork for the North Penn railroad trestle.

Motion:

On the motion of Commissioner Ysusi, seconded by Commissioner Hogsett, the Commission approved a request from R-Turn to approve the artwork for the North Penn railroad trestle.

Aye: Caflisch, Ysusi, Hogsett

Nay: None

- D. Consider a request from Eclectix Art Gallery to paint the traffic control box at Penn and Laurel.

Motion:

On the motion of Commissioner Hogsett, seconded by Commissioner Ysusi, the Commission moved to authorize Eclectix Art Gallery to paint the traffic control box at Penn and Laurel as long as they meet the following conditions:

1. Any proposed artwork must be preapproved by the City Manager and Main Street;
2. Ensure during or after the traffic control box is painted, that the vents are not obstructed in any way; and
3. Work with Main Street to ensure the painted traffic control box is repainted or touched up as needed.

Aye: None

Nay: Caflisch, Ysusi, Hogsett

The motion failed and the request was not authorized.

- E. Consider bids for asphalt work.

Motion:

On the motion of Mayor Caflisch, seconded by Commissioner Hogsett, the Commission authorized the resurfacing of North 5th Street from Oak Street to the County line accepting Alternate 2, and negotiating a change order to extend the paving of the parking from the south end of the designated paving project to Oak Street and remain in the \$150,000.00 budget.

Aye: Caflisch, Ysusi, Hogsett

Nay: None



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 8, 2025

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider a request by Jake's Fireworks to extend the permitted fireworks sales dates.

SUMMARY RECOMMENDATION Staff recommends the City Commission review and discuss the proposal to extend the permitted fireworks sales period and provide direction on whether to move forward with a code amendment to modify the dates currently set forth in Sec. 46-102.

BACKGROUND Jake's Fireworks requests an amendment to the City's current fireworks sales ordinance (Sec. 46-102) to extend the annual sales period from the current window of June 27 through July 4 to a new window of June 20 through July 7.

This proposal does not request year-round sales and is limited strictly to the proposed extended dates during the Independence Day season. This proposal does not change the allowed dates for discharge of fireworks, which are currently July 1 through July 4 in Independence (Sec. 46-103).

Justification for the Proposed Change per Jake's Fireworks:

- *Increased Local Revenue:* An extended selling season is anticipated to generate additional sales tax revenue for the City of Independence.
- *Improved Customer Experience & Safety:* A longer sales period allows customers to make purchases over an extended timeframe, reducing crowding and encouraging more measured, responsible purchasing rather than last-minute bulk buying on July 3rd and 4th.
- *Retailer Commitment:* Jake's Fireworks has made it clear that it does not seek year-round fireworks sales in Kansas—only the modest expansion of dates during the traditional holiday season.

Comparison to Other Cities

	Current Sales	On Agenda for Consideration	Discharge Dates
Independence	June 27-July 4	June 20-July 7	July 1-July 4
Winfield	Not Allowed		
McPherson	July 2-4	N/A	July 2-4
Coffeyville	July 1-4	N/A*	July 1-4
Chanute	July 1-4	June 27-July 4	July 1-4
Parsons	June 30-July 4	N/A	June 30-July 4
Ark City	June 27-July 4	June 20-July 7	June 27-July 4

Iola	June 27-July 5	June 20-July 7	June 27-July 5
Ft. Scott & Pittsburg	June 27-July 5	June 20-July 7	June 27-July 5

*Coffeyville said they would not be doing this year because it was so late in the season, but they would be looking at next year.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION

1. I move to table the discussion of amending Sec. 46-102 of the municipal code to allow fireworks sales from June 20 through July 7, effective for the upcoming holiday season until the next Commission meeting, May 22, 2025, to allow for citizen feedback.
2. I move to adopt an ordinance amending Sec. 46-102 of the municipal code to allow fireworks sales from June 20 through July 7, effective for the upcoming holiday season.
3. I move to keep Sec. 46-102 of the municipal code allowing fireworks sales from June 27 through July 4 in its current form.

SUPPORTING DOCUMENTS

1. Ordinance 4482 - Modify the Dates for Fireworks Sales
2. Request from Jake's Fireworks
3. Current Fireworks Code

ORDINANCE NO. 4482

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF INDEPENDENCE, KANSAS, SECTION 46-102 TO MODIFY THE DATES FOR FIREWORKS SALES.

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

Section 1. Amendment.

Section 46-102 of the Code of Ordinances of the City of Independence, Kansas, is hereby amended to read as follows:

Sec. 46-102. – Sale of fireworks.

It shall be unlawful for any person to sell, deliver, or give away any fireworks within the corporate limits of the city before June 20 or after July 7 of any year.

Section 2. Repeal.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Effective Date.

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

PASSED AND APPROVED by the Governing Body of the City of Independence, Kansas, this 8th day of May, 2025.

CITY OF INDEPENDENCE, KANSAS

W. Scott Smith, Mayor

ATTEST:

David Schwenker, City Clerk

From: [Marcus Shearhart](#)
To: [Kayla Schabel](#)
Subject: Independence - Jakes Fireworks - Marcus Shearhart
Date: Thursday, May 1, 2025 10:13:03 AM

Proposed selling dates for the firework season.

- Proposed new dates – June 20th – July 7th
-

Reason for proposed extended selling dates.

- Increased sales tax revenue for the City of Independence.
- Spreading out the buying power for all customers that buy fireworks. Instead of spending a large amount of funds on the 3rd and 4th of July they would be able to spread it out during a longer selling season.

We don't have interest in having year-round sales in Kansas. We are just looking for the extended dates of June 20th – July 7th.

I will be able to be in person for the next city meeting if allowed. We are here to answer any questions that anyone may have and to help the city along with this decision

Thanks!



Marcus Shearhart
Building Regional Manager (KS, OK & LA)

Corporate Office

Jake's Fireworks, Inc.

1500 E. 27th Terrace

Pittsburg, KS 66762

P:620-231-2264

F: 620-231-2416

marcus.shearhart@jakesfireworks.com

Direct Line: 620-423-5379

ARTICLE V. - FIREWORKS

Footnotes:

--- (5) ---

Cross reference— *Fireworks prohibited in the cemetery, § 22-89.*

State Law reference— *Municipal regulation, K.S.A. 31-134.*

DIVISION 1. - GENERALLY

Sec. 46-101. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Fireworks means and includes any combustible or explosive composition, or any substance or combination of substances, or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, and shall include blank cartridges, toy pistols, toy cannons, toy canes or toy guns in which explosives are used, the type of balloons which require fire underneath to propel the same, firecrackers, torpedoes, skyrockets, Roman candles, Daygo bombs, sparklers or other fireworks of like construction and any fireworks containing any explosive or flammable compound, or any tablets or other device containing any explosive substance. Nothing in this regulation shall be construed as applying to toy paper caps containing not more than 0.25 of a grain of explosive composition per cap, and to the manufacture, storage, sale or use of signals necessary for the safe operation of railroads or other classes of public or private transportation, nor applying to the military or navy forces of the United States or of this state, or to peace officers, nor as prohibiting the sale of blank cartridges for ceremonial or theatrical or athletic events.

(Code 1977, § 9-301)

Cross reference— Definitions generally, § 1-2.

Sec. 46-102. - When fireworks lawful.

It shall be unlawful for any person to sell, deliver, or give away any fireworks within the corporate limits of the city before June 27 or after July 4 of any year.

(Code 1977, § 9-302; Ord. No. 4000, § 1, 11-15-07; Ord. No. 4037, § 1, 4-30-09)

Sec. 46-103. - Discharge generally.

The discharging, firing or igniting of fireworks is hereby prohibited except from July 1 through July 4, inclusive, in any year and then only between the hours of 9:00 a.m. and 10:00 p.m. from July 1 through July 3 and between the hours of 9:00 a.m. and midnight on July 4.

Pyrotechnic displays may be authorized by the city manager when under the control of responsible persons and the time, place and manner of such display is approved by the chief of the fire department. Such display shall be of such a character and so located, discharged, and fired as shall not be hazardous to surrounding property or endanger any person.

(Code 1977, § 9-303; Ord. No. 4000, § 2, 11-15-07)

Sec. 46-104. - Discharge in fire limits prohibited.

It shall be unlawful for any person to discharge any fireworks on or within any of the following locations:

- (a) Within the fire limits of the City as that term is defined in City Code section 18-1;
- (b) Riverside Park and Ralph Mitchell Zoo;
- (c) Mount Hope Cemetery;
- (d) Dog Park located in 700 block of North Park Blvd on East side of road;
- (e) Celebration Park located at Penn & Chestnut;
- (f) Coffeyville-Wald Park located at Coffeyville & Wald;
- (g) Pride Park located on the South side of 10th Street between Birch and Edison;
- (h) BPW Cristelle Wells Park located at Northeast corner of 19th and Poplar;
- (i) Central Park consisting of approximately 9.2 acres North of Sycamore Street between Penn Ave. and Park Blvd. encompassing the Skateboard Park and prospective soccer fields;
- (j) Emerson Field and Arco Field ballfields located on South 10th Street; and
- (k) Outdoor basketball court, Centennial Field, Clark James Field, T-ball Field, and Sinclair Field, all located in the 800-900 block of North Park Blvd.

The above prohibition shall not apply to a properly licensed commercial fireworks display contracted for by the City of Independence, Kansas.

(Code 1977, § 9-304; Ord. No. 4294, § 1, 3-28-19)

Sec. 46-105. - Discharge from vehicles prohibited.

It shall be unlawful for any person to discharge any fireworks from a standing or moving vehicle. The term "vehicle" for the purpose of this section shall mean motorcar, motor bicycle, motor scooter, bicycle or any other type of vehicle.

(Code 1977, § 9-305)

Sec. 46-106. - Sale of fireworks; where prohibited.

Fireworks shall not be sold or kept for sale in a place of business where paint, oils, varnishes, turpentine or gasoline or other flammable substances are kept in unbroken containers, unless in a separate and distinct section or department of the store.

(Code 1977, § 9-306)

Sec. 46-107. - Retail display of fireworks.

All retailers are forbidden to expose fireworks where the sun shines through glass on the merchandise displayed, except where such fireworks are in the original package, and all fireworks kept for sale on front counters must remain in original packages, except where an attendant is on constant duty at all times at counters where such fireworks are on display. Fireworks in open stock may be kept in showcases or counters out of the reach of the public without an attendant being on duty. Signs reading "Fireworks for Sale — No Smoking Allowed" shall be displayed in the section of the store set aside for the sale of fireworks.

(Code 1977, § 9-307)

Sec. 46-108. - Fire extinguishers required.

Two approved fire extinguishers must be provided and kept in close proximity to the stock of fireworks in all buildings where fireworks are sold. Small stands, temporarily erected to be used as a place for storing and selling fireworks only, shall have fire extinguishers as required for buildings, or in lieu of the fire extinguishers may have a barrel of water and two buckets available in close proximity to the stand for use as fire extinguishing equipment.

(Code 1977, § 9-308)

Sec. 46-109. - Restrictions as to gasoline installations.

Fireworks shall not be stored, kept, sold or discharged within 50 feet of any gasoline pump, gasoline filling station, gasoline bulk station or any building in which gasoline or volatile liquids are sold in quantities in excess of one gallon, except in stores where cleaners, paints and oils are handled in sealed containers only.

(Code 1977, § 9-309)

Sec. 46-110. - Street and entranceway sales prohibited.

It shall be unlawful for any person to sell, offer for sale, or maintain any display of fireworks upon the public streets or sidewalks of the city or in any entranceway into any business building that may be adjacent to any street or sidewalk in the city.

(Code 1977, § 9-310)

Sec. 46-111. - Penalty.

Any person violating any of the provisions of this article shall, upon conviction thereof, be punished as provided in section 1-14.

(Code 1977, § 9-311)

Sec. 46-112. - Aerial luminaries.

- (a) *Aerial luminaries prohibited.* It shall be unlawful for any person to ignite, discharge or sell aerial luminaries within the city.
- (b) *Definition.* For purposes of this section, aerial luminaries, commonly known as Chinese lanterns or sky lanterns, are defined as airborne paper objects containing a device for fuel that heats air from the inside causing it to rise into the air and remain airborne until extinguished.
- (c) *Penalty.* Any violation of this section shall be an unclassified misdemeanor punishable by a fine not to exceed \$100.00 upon the first conviction and not to exceed \$250.00 on any second or subsequent conviction.

(Ord. No. 4157, §§ 1—3, 10-10-13)

Secs. 46-113—46-120. - Reserved.

DIVISION 2. - BOTTLE ROCKETS

Footnotes:

--- (6) ---

State Law reference— *Bottle rockets, K.S.A. 31-155 et seq.*

Sec. 46-121. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bottle rockets means any device which:

- (1) Is classified as a class C explosive by the United States Department of Transportation under 49 CFR 173.100 (1977);
 - (2) Is mounted on a stick or wire; and
 - (3) Projects into the air when ignited, with or without reports;
- and includes any device with the same configuration, with or without reports, which may be classified as a pipe or trough rocket. "Bottle rocket" does not include helicopter-type rockets.

(Ord. No. 3400, § 1, 3-6-81)

Cross reference— Definitions generally, § 1-2.

Sec. 46-122. - Sale or possession.

It shall be unlawful for any person to possess, sell, convey, or distribute bottle rockets.

(Ord. No. 3298, § 1, 3-22-78; Ord. No. 3400, § 2, 3-6-81)

Sec. 46-123. - Discharge.

It shall be unlawful for any person to fire, discharge, shoot, or set off bottle rockets.

(Ord. No. 3298, § 2, 3-22-78; Ord. No. 3400, § 3, 3-6-81)

Sec. 46-124. - Penalty.

Any person violating any of the provisions of this division shall, upon conviction thereof, be punished as provided in section 1-14.

(Ord. No. 3298, § 3, 3-22-78; Ord. No. 3400, § 4, 3-6-81)

Secs. 46-125—46-145. - Reserved.



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 8, 2025**

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider adopting a resolution modifying the Neighborhood Exterior Grant Program.

SUMMARY RECOMMENDATION Approve changes from the Economic Development Advisory Board

BACKGROUND The Economic Development Advisory Board recommends changes be made to the eligibility requirements of the program. The first is to add a link to the Montgomery County public parcel search page that will provide an applicant's Condition, Desirability and Utility (CDU) rating for their property. The second is to remove the requirement that the property must be included in the Neighborhood Revitalization District, since the whole city (excluding properties in the flood plain) is now included in the district.

FINANCIAL INFORMATION No budgetary effect.

SUGGESTED MOTION I move to adopt resolution 2025-018 modifying the Neighborhood Exterior Grant Program as presented.

SUPPORTING DOCUMENTS

1. Resolution 2025-018 - Modifying the Neighborhood Exterior Grant Program
2. Neighborhood Exterior Grant Program and Application-03.25.25

RESOLUTION NO. 2025-018

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

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

The Independence Neighborhood Exterior Grant Program originally adopted by Resolution 2021-008, and modified by Resolution 2021-026 and Resolution 2024-009, as modified, is attached hereto and incorporated herein by reference, and is hereby approved and adopted by the governing body.

*Adopted by the Governing Body of the City of Independence, Kansas, on the 8th day of
May 2025.*

W. Scott Smith, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



Independence Neighborhood Exterior Grant Program

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

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

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

Eligibility

To take part in the Neighborhood Exterior Grant Reimbursement Program a property cannot be located in a flood plain and must meet one of two requirements: 1) Your property must have a Condition, Desirability, and Utility (CDU) rating of Average Minus or below by Montgomery County or 2) your property must be valued at \$100,000 or less by Montgomery County records.

To learn more about your home's CDU rating and value, visit the Montgomery County public parcel search page at <https://montgomery.kansasgov.com/parcel/>

Eligibility - Continued

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

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

Eligible Improvements include:

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

Ineligible Improvements include:

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

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

How to Apply and Program Process

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

project cost.

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



Independence Neighborhood Exterior Grant Program Application

To be completed by the applicant:

Owner of Record (must be applicant): _____

Phone: _____ Email: _____

Mailing Address: _____ Property Address: _____

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

Description of Proposed Improvements:

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

Anticipated Project Completion Date: __/__/__

Co-Applicant: _____ Property Address: _____

Co-Applicant: _____ Property Address: _____

Co-Applicant: _____ Property Address: _____

Required supplemental documentation:

☐ Copy of current homeowner's insurance policy

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

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

Signature of applicant (owner): _____

Date: __/__/__

SSN: _____

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

FOR CITY OFFICE USE BELOW

___ Appropriate Property Type

___ CDU Rating (must be Average minus or under per County records)

___ Property Value (must be \$100,000 or less per County records)

___ Property is not located in the flood plain

___ Rental License Current (if applicable)

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

___ Improvements are Eligible for Grant

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

___ Real Estate Taxes Current

___ City Bills Current

___ Copy of Homeowner's Insurance Received

___ Before Pictures Taken

___ Funding Available

___ Building Permit Required (Yes/No)

___ Building Permit Issued Permit No. _____

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

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

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

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

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

Program Close-Out Documentation

___ After Pictures Taken

___ Improvements Meet City Code and Building Requirements

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

 Date: _____ Amount: \$ _____ By: _____

 Account 025-010-80510 Property Address: _____

 Payee: _____ SSN/TIN: _____



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 8, 2025

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider authorizing a Special Rate for Class A bookings at Memorial Hall made on or after May 12, 2025 at 8 AM for events held from June 1st through July 31st, 2025.

SUMMARY RECOMMENDATION Approve the Special Rate for June and July of 2025.

BACKGROUND

The Memorial Hall staff proposes a summer promotional campaign to increase facility utilization during the historically slower months of June and July. The promotion would offer 50% off the standard rental rate for all Class A rentals booked on or after May 12, 2025. The discount would only apply to the rental rate for the desired room, and would not apply to labor hours, alcohol deposit, etc.

Class A rentals are defined as private functions such as wedding receptions, rehearsal dinners, family reunions, company banquets, and other similar events. This category also includes functions conducted primarily for commercial or for-profit purposes.

To support this initiative, Memorial Hall staff will actively engage in promotional efforts aimed at attracting new rentals, including marketing outreach and targeted advertising to the local and regional community.

FINANCIAL INFORMATION A reduction in revenue for this period.

SUGGESTED MOTION I move to approve a special rate for Class A bookings at Memorial Hall made on or after May 12, 2025 at 8:00 AM for events held from June 1st through July 31st, 2025.

SUPPORTING DOCUMENTS

1. Memorial Hall and Civic Center Rental Policy and Agreement.

CITY OF INDEPENDENCE, KANSAS POLICY FOR USE AND RENTAL OF MEMORIAL HALL AND CIVIC CENTER

I. Rental Fees and Policies

A. Lease Requirements

Any rental of space within the Memorial Hall and Civic Center will require a lease agreement which must be signed to confirm the reservation. There will be no reservations made without payment of room fees. If both a signed lease agreement and payment have not been received the event will not be reserved.

B. Rental of any room on any level will come under one of the below listed classifications. Determination of the applicable classification shall be made in the sole discretion of the City Manager or his/her designee taking into consideration all relevant factors:

1. Class A -- Private functions such as wedding receptions, rehearsal dinners, family reunions, company banquets, and similar activities; functions conducted primarily for a commercial purpose or a for profit purpose.
2. Class B -- Private functions of any 501(c)(3) or nonprofit entity. Under this class, the function must be primarily for the benefit of the 501(c)(3) or nonprofit entity.
3. Class C -- Functions approved by the City Manager, or his/her designee, which are sponsored by a federal, state or local governmental agency, including schools and colleges, for which no admission is charged. To the extent that such an activity is conducted after normal working hours, the rates for a Class B activity shall be applicable.
4. Class D -- Community based functions and events to be charged a negotiated rate as determined by the City Manager, or his/her designee.

C. Rental Rates

Attached is Appendix A.

D. Memorial Hall and Civic Center Labor

Memorial Hall and Civic Center Labor will be charged a per hour rate as included in Addendum A to pay for the cost of services required by the Lessee to include set up, clean up and supervision of any activity. A Memorial Hall and Civic Center employee must be present during all use of a portion of the building and keys to the building and/or rooms are not available to users.

E. Deposits

1. Alcohol Deposit -- An additional deposit (in an amount shown in Attachment A) for groups serving alcohol will be required.
2. Damage Deposit -- A cash damage deposit may be required as deemed necessary by the Building Supervisor based on the type of activity.

F. Payment Terms

1. The full rental fee, any applicable deposits and a signed lease will be required upon rental of any space the day the reservation is made. At the discretion of the City Manager the rental fee may include estimated labor costs. In the case that an event is not scheduled 10 days prior to the reservation, payment in full at the time the reservation is made will be required.
2. Any balance for labor costs and/or damage or alcohol deposits not utilized will be refunded.

G. Refunds

Refunds will be provided upon written notice of cancellations received at least 60 days prior to the date reserved. No refund will be provided if cancellation of event is less than 60 days prior to the date reserved. Eligible refunds shall be returned within 30 days of cancellation.

H. Building Reservations

The auditorium and rooms in the Memorial Hall and Civic Center are reserved on a first come, first served basis. Special consideration is given to events with standing annual reservations, reservations will not be honored until the date the rental fees are received. Consecutive weekly or monthly use is not allowed unless special permission is granted by the City Manager.

I. Sales Tax Payments

Tickets or merchandise sold regardless of the nonprofit or for-profit status of the Lessee, are subject to state and local sales taxes. Lessee is responsible for ensuring that all applicable sales tax is paid for events in which admission is charged or merchandise is sold. The Building Supervisor may require the Lessee's state sales tax number.

II. Memorial Hall and Civic Center Use Requests

A. Hours of Operation

1. Normal hours of operation are from 8 AM to 5 PM, Monday through Friday. After hours and weekends are available for prescheduled events.
2. The Memorial Hall and Civic Center will be closed on the following holidays unless a community activity is preapproved and sponsored by the City:
 - i. New Year's Day
 - ii. Easter Sunday
 - iii. Memorial Day

- iv. Independence Day
- v. Labor Day
- vi. Veterans Day
- vii. Thanksgiving Day
- viii. The day after Thanksgiving
- ix. Christmas Day.

B. Decorations

Decorations of any type are not allowed in the Memorial Hall and Civic Center without a prior request by the user detailing the description and method of placement. Written approval by the Building Supervisor is required prior to placement.

C. Event Management and Supervision

The City is not responsible for the planning, promotion and/or organization of the Lessee's event. Lessee will provide adequate staffing on the day of the event to coordinate all phases of its program. City personnel will be available on site to assist as necessary but will not be expected to assume responsibility of the success of the Lessee's event. Failure to adhere to these provisions may result in termination of rental privileges of the Memorial Hall and Civic Center.

D. Tobacco Products and E-Cigarettes

Use of tobacco products is prohibited by State Law anywhere within the Memorial Hall and Civic Center. The City also prohibits e-cigarettes and other related vapor type products in all City facilities. Lessee is responsible to ensure that these restrictions are adhered to during events held.

E. Alcoholic Beverages

1. One person, whose name, address, cell number, and e-mail address which are submitted to the Memorial Hall and Civic Center Management, shall be held responsible for the handling of the alcoholic liquor and cereal malt beverages in the Memorial Hall and Civic Center.
2. Written permission must be given by Memorial Hall and Civic Center management to any group requesting alcoholic liquor and beverages in the Memorial Hall and Civic Center, prior to event.
3. The use of alcoholic beverages will be allowed in areas as approved by the City Manager and will be allowed only when used in conformance of State laws and City ordinances.
4. An alcohol deposit will be required from any group or organization that serves alcoholic liquor and/or cereal malt beverages.
5. The City shall not sell alcoholic liquor or beverages to guests or members of the public.
6. No person shall bring, carry, or in any other manner transport into the Memorial Hall and Civic Center food or beverages of any kind whatsoever unless prior written approval is obtained from the Building Supervisor.

7. No person, while in or on the premises, shall possess any food or beverages contained in glass bottles or other container of breakable material unless prior approval is obtained from the Building Supervisor.

F. Damages

Any damage to the building shall be at the expense of the Lessee and a cash damage deposit may be required as deemed necessary by the Building Supervisor.

G. Americans with Disabilities Act (ADA)

Lessee is responsible for compliance with all Title II provisions of the federal legislation known as the Americans with Disabilities Act of 1990. Title II guarantees access to all public programs and services of persons with disabilities. Lessee agrees to provide, upon request, special consideration for its disabled patrons.

H. Occupancy Limits

Lessee is responsible for ensuring that the number of audience members or attendees to its events is within the legal occupancy limit of the building, as determined by local fire officials. The number of tickets sold throughout the event will not exceed the permanent seats available. No "Standing Room Only" tickets will be sold.

I. Painting and Set Construction

1. There will be no painting allowed on stage without permission of the Building Supervisor.
2. Set construction on the stage will be under the supervision of the Building Supervisor. There will be no foreign objects driven into the stage floor at any time.
3. The mechanical fly system shall be operated under the supervision of the Building Supervisor.

J. Pyrotechnics and Special Effects

All pyrotechnical devices such as flash pots and flame projectors are prohibited for use in the Memorial Hall and Civic Center. Other special effects equipment such as fog machines, lasers, gas vehicles or equipment and other devices must be approved for use by the Building Supervisor prior to the event and will be made available for inspection by local fire officials. Lessee is responsible for any damage to the Memorial Hall and Civic Center, or its equipment, or any other costs incurred resulting from the use of any special effect device.

K. Staffing for Events

Special services are the responsibility of the Lessee to request and pay for stage hands, operators, tickets, ticket sellers, ushers and other personnel as required for their use. All individuals hired by the Lessee are subject to review by the Building Supervisor and the Building Supervisor may refuse to allow such individuals to work within the Memorial Hall and Civic Center.

Furthermore, the City reserves the right that any person hired by the Lessee may be requested to be removed from the premises at any time by the Building Supervisor. For some activities the Building Supervisor may have personnel available to perform some of the above functions.

III. Use of Auditorium Equipment

A. Sound System Levels

The Building Supervisor is authorized to require the Lessee, or any sound technician hired by the Lessee to reduce their decibel level of any sound reinforcement system used in the auditorium. Failure to comply will be considered a violation of City policy and may result in termination of building privileges.

B. Sound Equipment and Lighting

1. The Building Supervisor will have complete control of how the sound system is setup and utilized during any and all events. The Building Supervisor will work in cooperation with the sponsoring organization to accomplish the sound required in the technical specifications. At no time, will anyone else, including promoters, stage managers, directors, lighting or sound technicians, etc, make a final decision concerning the above without the permission of the Building Supervisor.
2. No unauthorized person shall setup or operate the auditorium sound system.
3. The operation of all sound equipment, stage lighting must be done by the Building Supervisor and/or auxiliary personnel approved by the Building Supervisor who have been properly trained in the use of such equipment. Any persons hired to operate the City's sound and lighting equipment shall be hired by the Building Supervisor or approved by the Building Supervisor and the actual cost will be added to the bill of the Lessee. Lessee must choose from a list of technicians approved by the Building Supervisor for sound and lighting operations.

C. Alteration of Stage Rigging

The operation of all stage rigging must be done by the Building Supervisor and/or auxiliary personnel approved by the Building Supervisor who have been properly trained in the use of such equipment. Any persons hired to operate the City's stage rigging equipment shall be hired by the Building Supervisor or approved by the Building Supervisor and the actual cost will be added to the bill of the Lessee.

IV. General Requirements

A. Hold Harmless

The City of Independence, and its employees, are not responsible for any claims for loss, injury or damage to persons or property, including claims of employees of the Lessee or any contractor or subcontractor arising out of any activities of the Lessee or guest.

B. Liability Insurance

It is the responsibility of the Lessee to obtain commercial general liability insurance coverage of at least \$500,000 for any for profit event and to name the City of Independence as an additional insured. The Lessee may be required to furnish a certificate of insurance containing terms outlined above prior to occupancy of the facility.

C. Patents and Performing Rights or Licenses

Lessee will assume all costs of the use of patents, trade rights or franchised from copyrighted music, materials, devices, processes or dramatic rights used on or incorporated into its events. Furthermore, Lessee agrees to indemnify and hold harmless the City of Independence, the municipal auditorium and Memorial Hall and Civic Center, their agents and employees from any claims, losses or expenses incurred with regard to such cost, charges, authorization or license fees. Lessee may be required to provide legal name, address, telephone number if demanded of the auditorium by a performing rights licensing agency.

D. Security Personnel

The Police Chief may require the presence of sworn law enforcement officers or approved private security personnel during Lessee's event and specify the number of officers and their qualifications. If security personnel are deemed necessary, Lessee may secure them independently or ask the Building Supervisor to provide them. If private security officers are hired, then they will be paid directly by the Lessee to the security company.

E. Concession and Merchandising Rights

1. Concession stands must be preapproved by the Building Supervisor and, if approved, may only be operated in a place designated by the Building Supervisor. The Lessee is responsible to ensure that no food or drink is allowed inside the auditorium.
2. If the Lessee does not wish to operate a concession stand the Building Supervisor reserves the right to make other arrangements for concession sales during the Lessee's event.
3. The sale of T-shirts, recordings and other merchandise for an activity in the auditorium shall be in a place designated by the Building Supervisor.

F. Verification of Sales

The Building Supervisor shall be allowed to examine the sale records and monitor the accounting process at the conclusion of the event. This shall include, but not be limited to; ticket sales, and admission charges.

V. Advertising and Signage**A. Signage**

The placement of any type advertising or signage in or on Memorial Hall and Civic Center is prohibited without approval of the Building Supervisor.

B. Use of Marquee Sign

1. Use of the Marquee sign will only be utilized to advertise activities scheduled in the Memorial Hall and Civic Center. The marquee is electronic, and several messages may cycle throughout the day, therefore no one event may have exclusive use of the marquee.
2. Use of the Marquee sign will not be utilized to advertise any commercial ventures or civic activities that are not conducted in the Memorial Hall and Civic Center.
3. As determined by the City Manager the marquee sign may be utilized to promote the community and City sponsored special events.

Appendix A

Memorial Hall and Civic Center Rental Rates

Room	Class A*	Class B*	Class C*
Civic Center, Gallery & Kitchen	\$300.00	\$150.00	No charge
Gallery Only	\$100.00	\$50.00	No charge
Civic Center & Gallery	\$250.00	\$125.00	No charge
Kitchen Only	\$50.00	\$25.00	No charge
American Legion Auxiliary (Room 104)	\$100.00	\$50.00	No charge
Veteran's Room - North (Room 106)	\$100.00	\$50.00	No charge
Veteran's Room - South (Room 108)	\$100.00	\$50.00	No charge
Veteran's Room - All (Rooms 106 & 108)	\$150.00	\$75.00	No charge
Veterans of Foreign Wars Room (Room 107)	\$50.00	\$25.00	No charge
Spanish American War Veterans Room (Room 109)	\$50.00	\$25.00	No charge
Patriot Room (Room 110)	\$40.00	\$20.00	No charge
Rental of all Meeting Rooms on Lower Level (104, 106, 108, 107, 109 & 110)	\$265.00	\$165.00	No charge
Green Room (Room 212)	\$40.00	\$20.00	No charge
Auditorium** (including dressing rooms)	\$500 or 5% of the gross sales for tickets, whichever is greater.	\$200.00	No charge
Auditorium Lobby***	\$100.00	\$50.00	No charge
Lower Level of Auditorium Only****	\$300.00 or 5% of the gross sales for tickets, whichever is greater.	\$150.00	No charge
Independence Experience (Weekend)****	\$760.00	\$380.00	No charge
Independence Experience (Week Nights)****	\$620.00	\$310.00	No charge
Ultimate Independence Experience****	\$1,080.00	\$540.00	No charge
Independence Wedding Experience****	\$1,480.00	N/A	N/A
Dressing Rooms	\$50.00	\$25.00	No charge
Labor Per Employee Per Hour*	\$25.00	\$25.00	\$25.00
White Round Table Cloths (Price per table cloth)	\$7.00	\$7.00	\$7.00

*No charge for labor during normal working hours, however, labor will be charged after hours and on weekends. If staff is required to stay past midnight, labor charges are then \$50 per hour.

**Cost for lighting, sound and stage technicians contracted by the City will be billed to the lessee/permittee at direct costs.

***There will be no charge for the Auditorium Lobby when renting the Auditorium if Lobby is only utilized for ingress and egress of attendees and box office sales. However, if the Lobby is utilized for selling merchandise and/or concessions an additional fee for the Auditorium Lobby will apply. If only the Auditorium Lobby is being utilized the Auditorium Lobby fee will apply.

****Please refer to pages 3 and 4 of Appendix A for details regarding discounted and package rates.

Appendix A

Classifications (I-B)

- Class A --** Private functions such as wedding receptions, rehearsal dinners, family reunions, company banquets, and similar activities; functions conducted primarily for a commercial purpose or a for profit purpose.
- Class B --** Private functions of any 501(c)(3) or nonprofit entity. Under this class, the function must be primarily for the benefit of the 501(c)(3) or nonprofit entity.
- Class C --** Functions approved by the City Manager, or his/her designee, which are sponsored by a federal, state or local governmental agency, including schools and colleges, for which no admission is charged. To the extent that such an activity is conducted after normal working hours, the rates for a Class B activity shall be applicable.
- Class D --** Community based functions and events to be charged a negotiated rate as determined by the City Manager, or his/her designee.

Deposits (I-E)

- An additional deposit for groups serving alcohol will be \$500.
- An additional damage deposit may be required as deemed necessary by the Building Supervisor based on the type of activity in an amount to be determined on a case by case basis.

Payment Terms (I-F)

The full rental fee, any applicable deposits and a signed lease will be required upon rental of any space on the day the reservation is made. At the discretion of the City Manager the rental fee may include estimated labor costs. In the case that an event is not scheduled 10 days prior to the reservation, payment in full at the time the reservation is made will be required. Any balance for labor costs and/or damage or alcohol deposits not utilized will be refunded.

Verification of Sales (IV-F)

The Building Supervisor shall be allowed to examine the sale records and monitor the accounting process at the conclusion of the event. This shall include, but not be limited to; ticket sales, and admission charges.

Marquee Rental Rates (V-B)

The marquee may only be rented in conjunction with an activity at the Memorial Hall and Civic Center. Rental fees are as follows:

- First two days are free
- \$15 third day
- \$5 each additional day.

Please note that the new marquee is electronic, and several messages may cycle throughout the day, therefore no one event may have exclusive use of the marquis.

Rental of Table Linens and Dishes

Rental cost for table linens and dishes, if rented through the City, will be at cost. Advanced reservations may be required by the rental company.

Appendix A

Discounted/Package Rates

Half/Partial Day Rentals: If rental time of a room is four hours or less a 25% discount will be applied to the room fee.

Auditorium Fees: To rent only the lower level of the Auditorium, which seats 1058 with wheel chair access seating, the cost is \$300.

The Independence Experience (For Weekend Events)-\$760

You save \$190 off the regular rates

**An Alcohol Deposit of \$500 is required if there will be alcohol served during your event. The deposit will be returned in full pending any damages or additional Labor/Supervision charges.*

INCLUDES

- Access
 - Day of event 8am-midnight (building must be **VACATED** by midnight). Should you need access to the building beyond the hours listed, there will be an additional \$50 per hour Labor/Supervision charge.
- Civic Center
- Gallery
- Kitchen
- Tables
- Banquet Chairs
- Portable Stage
- White Table Cloths (for round banquet tables only)
- On-Site Supervision

The Independence Experience (For Week Night Events)-\$620

You save \$150 off the regular rates

** An Alcohol Deposit of \$500 is required if there will be alcohol served during your event. The deposit will be returned in full pending any damages or additional Labor/Supervision charges.*

INCLUDES

- Access
 - Day of event 8am-midnight (building must be **VACATED** by midnight). Should you need access to the building beyond the hours listed, there will be an additional \$50 per hour Labor/Supervision charge.
- Civic Center
- Gallery
- Kitchen
- Tables
- Banquet Chairs
- Portable Stage
- White Table Cloths (for round banquet tables only)
- On-Site Supervision

APPENDIX A

The Ultimate Independence Experience-\$1,080

You save \$270 off the regular rates

**An Alcohol Deposit of \$500 is required if there will be alcohol served during your event. The deposit will be returned in full pending any damages or additional Labor/Supervision charges.*

INCLUDES

- Access
 - Friday 8am-5pm and Saturday 10am-Midnight (Building must be **VACATED** by midnight). Should you need access to the building beyond the hours listed, there will be an additional \$50 per hour Labor/Supervision Charge.
- Civic Center
- Gallery
- Kitchen
- Dressing Rooms
- Tables
- Banquet Chairs
- Portable Stage
- White Tables Cloths (for round banquet tables only)
- On-Site Supervision

The Independence Wedding Experience-\$1,480

You save \$370 off the regular rates

**An Alcohol Deposit of \$500.00 is required if there will be alcohol served during your event. The deposit will be refunded in full pending any damages or any additional Labor/Supervision charges.*

INCLUDES

- Access
 - Friday 8am-7pm and Saturday 10am-Midnight (Building must be **VACATED** by midnight). Should you need access to the building beyond the hours listed, there will be an additional \$50 per hour Labor/Supervision Charge.
- Lobby
- Civic Center
- Gallery
- Kitchen
- Dressing Rooms
- Tables
- Banquet Chairs
- Portable Stage
- White Table cloths (for round banquet tables only)
- On-Site Supervision

City of Independence, Kansas Memorial Hall and Civic Center Lease Agreement

AN AGREEMENT made this ____ day of _____, 20____, between THE CITY OF INDEPENDENCE, KANSAS, (herein referred to as the "City"), and _____ (herein referred to as the "Permittee"), for the use of the Independence Memorial Hall and Civic Center, Independence, Kansas, (herein referred to as the "Facility") for the date(s) and time(s) specified below:

1. The Policy for Use and Rental of Memorial Hall and Civic Center, (herein referred to as the "Policy"), are hereby incorporated by reference into this Agreement. In the event of a conflict between the terms and conditions stated herein and those of the Policy, those stated herein are controlling.

A copy of the Policy is provided to the Permittee along with this Agreement at the time of reservation. A copy of the Policy is available for inspection at the Building Supervisor's Office, Independence Memorial Hall and Civic Center, Independence, Kansas.

2. The City hereby grants to the Permittee the right to use and occupy the following room(s) of the Facility on the following dates and times:

Room(s): _____

Date(s): _____

Time(s): _____

3. The Permittee warrants that said use is for the following and no other purpose:

4. In consideration for said use of the Facility, the Permittee agrees to pay the City \$_____ or 5% of gross ticket/admission sales in excess of \$_____ (if tickets are sold or admission is charged). The Permittee also agrees to pay a damage deposit of \$_____ (if applicable). Conditions for payment of fees and refund of deposits are set out in the Policy.

5. The Building Supervisor shall be allowed to examine the sale records and monitor the accounting process at the conclusion of the event. This shall include, but not be limited to; ticket sales, and admission charges.
6. The Permittee warrants that they are aware that decorations of any type are not allowed in the Memorial Hall and Civic Center without a prior request by the user detailing the description and method of placement. Written approval by the Building Supervisor is required prior to placement.
7. The Permittee warrants that they are aware of the City's policies regarding alcohol and tobacco use in the facility and will abide by said policy.
8. The Permittee is responsible for providing bodily liability insurance coverage for their self, its agents and its employees. In addition, the Permittee is required to obtain commercial general liability insurance coverage of at least \$500,000 for any for profit event and to name the City of Independence as an additional insured. Permittee agrees to indemnify and hold harmless the City against all claims for loss, injury or damage to persons or property arising out of or resulting from the activities conducted by the Permittee, its agents, employees, members or guests.
9. The Permittee agrees to reimburse the City for any labor expenses incurred for setup, supervision or cleanup performed by Memorial Hall and Civic Center staff at a rate as shown in Appendix A of the Policy for Use of the Memorial Hall and Civic Center.
10. The Permittee agrees to reimburse the City for any expenses incurred from the hiring of technical personnel (to wit: sound, lighting, and stage technicians) as required by the artists' addendum.
11. This Agreement and the rights of the Permittee hereunder may not be assigned or transferred without the prior written approval of the City.
12. The Permittee will not, for any event open to the general public, on the grounds of race, color, sex, religion, national origin, ancestry, physical handicap, or age, except where age is bona fide occupational qualification, permit discrimination against any Persons in the use or occupancy of the Facility.
13. This Agreement is governed by the laws of the State of Kansas.
14. In the event the Facility or any part thereof shall be damaged or destroyed by any casualty or unforeseen occurrence, or if the fulfillment of this Agreement by the City is otherwise rendered impossible, whether by act of nature or man, then this Agreement shall terminate, and the Permittee shall pay rental and other charges only for use of the Facility up to the time of termination. In the event of such termination, Permittee specifically waives any claim for damages or compensation related to such termination.
15. It is understood and agreed that in the event the Permittee shall breach any of the terms or conditions of this Agreement, the initial rental deposits herein provided for shall be forfeited to the City as liquidated damages and the City shall be entitled to the

immediate possession of the premises without any further responsibility or liability to the Permittee.

16. The Permittee expressly agrees that the City shall have a lien against any money or property of the Permittee, which is in or on the Facility or adjacent premises for the payment of any and all charges, rentals or damages attributable to the Permittee.
17. The effective date of this Agreement is the date it is signed by the City. This Agreement shall have no force and effect until reviewed by the Building Supervisor and signed and approved by the City Manager, Assistant City Manager or City Clerk.
18. This Agreement and any attachments incorporated herein, and the Policy constitute the entire agreement between the parties and cannot be modified except by written instrument duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

Reviewed by: _____ Date: _____
Building Supervisor

CITY OF INDEPENDENCE, KANSAS _____

By: _____ By: _____

Title _____ Title _____

Date _____ Date _____
"CITY" "PERMITTEE"

APPLICATION FOR RESERVATION OF MEMORIAL HALL AND CIVIC CENTER FACILITIES

Application Date: _____

(PLEASE PRINT)

Additional Information

Date(s) of Activity:	
Room(s) Requested:	
Package Rate Requested:	
Approx. Time Building Must Be Open:	
Approx. Time Building Will Be Vacated:	
Type of Activity:	
Admission Charged:	
Alcohol Served/Sold:	
Organization/Sponsor:	
Person Responsible:	
P.O. Box/Street:	
City, State, Zip:	
E-mail Address	
Home and Cell Phone:	
Estimated Attendance:	
Classification:	
Marquee Sign (# of Days & Message):	

Items Requested

# of Banquet Chairs		Head Table	
# of 60" Round Tables		#of Persons at Head Table	
# of Meeting Chairs		Podium (Stand-up or table top)	
# of 30" x 72" Tables		P.A. System	
# of 30" x 96" Tables		# of Microphones	
PowerPoint Projector and Screen		Portable Stage	

NOTES: _____

Rental Fees Due

OFFICE USE ONLY – STAFF WILL COMPLETE THIS SECTION	
\$ _____ Room Fees X _____ Days	\$ _____
_____ Estimated Labor Hours X \$25 X ____ # of Employees	\$ _____
Alcohol Deposit (\$500)	\$ _____
Damage Deposit (\$TBD)	\$ _____
Marquee Rental (2 Days Free, \$15 3rd day, \$5 each day after that)	\$ _____
Table Cloth Rental (\$7 per table cloth)	\$ _____
Total due at time of reservation being made	\$0.00

Any amount due which exceeds the prepaid rental fees will be billed. Any balance for labor costs and/or damage or alcohol deposits not utilized will be refunded.

Signature of Renter: _____



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 8, 2025

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM

Consider approval of a Temporary Use of Right-of-Way Agreement with Samuel D. Sparks, Jr. and Tracy L. Sparks for 928 E. Main Street.

SUMMARY RECOMMENDATION Staff recommends entering into a Temporary Use of Right-of-Way Agreement with the property owners, Samuel D. Sparks, Jr. and Tracy L. Sparks.

BACKGROUND The business owners at 928 E. Main Street intend to update a sign that is within the right-of-way as part of their storefront. During the signage review, it was discovered that they have a canopy structure also extending into the City's right-of-way.

In order to formalize the use of the public right-of-way and protect the City's interests, staff recommends entering into a Temporary Use of Right-of-Way Agreement with the property owners, Samuel D. Sparks, Jr. and Tracy L. Sparks. This agreement outlines the permitted use of the right-of-way, conditions for maintenance and indemnification, and establishes provisions for termination and restoration of the area, if necessary.

Agreement Summary:

- Location: 928 E. Main Street (Lots 16–18, Dunns Addition)
- Purpose: Use of the right-of-way for a canopy and signage
- Term: One-year initial term with automatic annual renewal
- Termination: Either party may terminate with 30 days' notice; the City may terminate with 10 days' notice for violations
- Conditions:
 - Compliance with all city ordinances
 - Owner must maintain the area and provide liability insurance
 - Owner indemnifies the City against any claims related to the use of the right-of-way
 - Restoration responsibilities upon termination
 - Insurance Requirement: \$500,000 minimum liability coverage, with the City named as an additional insured

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to approve the Temporary Use of Right-of-Way Agreement with Samuel D. Sparks, Jr. and Tracy L. Sparks as presented.

SUPPORTING DOCUMENTS

1. Temporary Use of Right of Way Agreement for 928 E Main St

AGREEMENT FOR TEMPORARY USE OF RIGHT-OF-WAY

This Agreement is entered into between the **City of Independence, Kansas**, hereafter City, and **Samuel D. Sparks, Jr. and Tracy L. Sparks, husband and wife**, hereafter Owner.

Whereas, Owner owns the following described real estate:

Lots 16, 17, and 18, Dunns Addition, City of Independence, Montgomery, Kansas (commonly known as 928 E. Main Street, Independence, Kansas)

And Whereas, City owns or controls the right-of-way for sidewalks and streets on the South side of Owner's real estate.

And Whereas, Owner has a canopy extending over the City's right-of-way as well as a sign to be placed in the City's right-of-way.

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

1. **Owner's Use of Right-of-Way:** Owner shall have permission to use City's right-of-way on a temporary basis in the following manner:

a. Placement of canopy and sign.

2. **Conditions:** Owner shall comply with the following conditions:

a. Owner shall comply with all applicable City ordinances.

3. **Term:** This agreement shall be for a term of one year and shall thereafter automatically renew on an annual basis until notice of termination is given as hereinafter provided.

4. **Termination:** Either party may terminate this agreement for any reason upon thirty

(30) days' written notice to the other. In the event Owner violates the terms and conditions of this agreement, the City may terminate this agreement upon ten (10) days' written notice to Owner.

5. **Duty Upon Termination:** Upon termination of this agreement for any reason, City, at its sole option, may notify and require Owner to restore the right-of-way to its original condition. Upon receiving such notice, Owner shall have thirty (30) days within which to restore the right-of-way to its original condition. Any improvements remaining after expiration of such period shall become the property of City without compensation to Owner or, at City's sole option, the City may restore the right-of-way to its original condition and Owner shall reimburse the City for the cost of restoration.

6. **Maintenance:** Owner shall maintain the right-of-way in good condition, free of accumulation of trash and debris including snow removal. In the event it is necessary for the City to repair or maintain the right-of-way, the City shall have the authority to make such repairs or maintenance as may be required. The City's maintenance shall be deemed to include repairs or improvements to utilities performed either by the City or an independent utility company. In the event of such repairs or improvements, regardless of the entity making the repairs or improvements, neither the City nor the party making the repairs or improvements shall have any obligation to Owner to restore the right-of-way to its prior condition or to compensate Owner for damage to improvements made by Owner on the right-of-way.

7. **Indemnification:** Owner shall indemnify and hold harmless the City from any and all claims arising in any way from the use of the above-described right-of-way by Owner, its agents and employees, or its customers and invitees.

8. **Insurance:** Owner shall secure and maintain continuously in force a policy of comprehensive general liability insurance with policy limits of at least \$500,000 per occurrence

and shall name the City as an additional insured.

9. **Binding Effect:** This agreement shall constitute a covenant running with the land and shall be binding upon the heirs, successors and assigns of the parties hereto.

CITY OF INDEPENDENCE, KANSAS

By: _____
W.S. Smith, Mayor

ATTEST:

David W. Schwenker, City Clerk

By: Samuel D. Sparks, Jr.
Samuel D. Sparks, Jr, husband

By: Tracy L. Sparks
Tracy L. Sparks, wife

STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

BE IT REMEMBERED, That on this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **W.S. Smith**, Mayor, and **David W. Schwenker**, City Clerk, of the **City of Independence, Kansas**, who are personally known to me to be the same persons who executed the above and foregoing instrument of writing on behalf of the City of Independence, and such persons acknowledged the execution of the same to be the act and deed of said **City of Independence, Kansas**.

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

NOTARY PUBLIC

My commission expires:

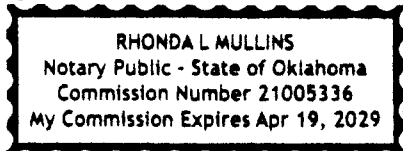
STATE OF OKLAHOMA)
) SS:
WASHINGTON COUNTY)

BE IT REMEMBERED, That on this 24th day of April, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Samuel D. Sparks, Jr, husband, and Tracy L. Sparks** and who are personally known to me to be the same person who executed the above and foregoing instrument of writing.

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

Rhonda L Mullins
NOTARY PUBLIC

My commission expires:





**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 8, 2025**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider authorizing change orders with Bettis Construction for the Main, 8th to 2nd CCLIP project.

SUMMARY RECOMMENDATION Authorize change orders.

BACKGROUND The CCLIP Project from 8th to 2nd Street was completed some time ago, and the approval of two change orders are requested to complete the project.

While doing closing paperwork, it was found that the stamped red concrete had not been included in the pricing or initial bid of the project, but had been designed and physically installed. The City had not been given a chance to review or approve the proposed costs. TranSystems notified the City of this error, and offered to pay the City for half of the costs of the unapproved change that was implemented. The total change order cost is \$61,890.40. TranSystems has been billed for \$30,945.20.

The second change order is the reconciliation of final quantities. This change order is a deduction of \$53,167.60.

After these two change orders, the project will be \$8,722.80 over the originally approved contract amount of \$1,117,591.04, or 0.8% over. Taking into account the TranSystems payment back to the City, the project will be \$22,222.40, or 2% under the approved amount.

FINANCIAL INFORMATION No additional City funds will be required if these change orders are approved.

SUGGESTED MOTION I move to authorize Change Orders 1 and 2 with Bettis Asphalt & Construction, Inc. and for the execution of any necessary documents.

SUPPORTING DOCUMENTS

1. Change Order #1
2. Change Order 2

TRANSYSTEMS

Change Order

PROJECT:	CHANGE ORDER NO.: 001	Owner	X
CCLIP US 160/ Main St. 8th to 2nd	DATE: 4/24/2025	Engineer	X
		Contractor	X
	PROJECT NUMBER P112230008	Field	X
TO CONTRACTOR	CONTRACT DATE: 7/18/2024	Other	
Bettis Asphalt & Construction, INC.	CONTRACT FOR: General Construcion		
PO BOX 1694			
Topeka, KS 66601			

THE CONTRACT IS CHANGED AS FOLLOWS:

This is adding Line item 9 to the original contract.

This is for the NON- Participating item-Colored & Stamped Concrete at the intersection of Main & Penn.
Off the project of US-160/Main St. CCLIP.

Line	Description	Unit	Unit Price	Plan Qty.	Act. Qty.	Diff.	Cost Diff.
9	Colored & Stamped 4" Sidew	LS	\$ 61,890.40	0.0	1.0	1.0	\$ 61,890.40
			\$ -	0.0	0.0	0.0	\$ -
			\$ -	0.0	0.0	0.0	\$ -
			\$ -	0.0	0.0	0.0	\$ -
			\$ -	0.0	0.0	0.0	\$ -
			\$ -	0.0	0.0	0.0	\$ -
						0.0	\$ -
	Total of this Change Order						\$ 61,890.40

Original Contract Sum	\$ 1,117,591.04
Net Change by Previously authorized Change Orders	\$ -
Contract Sum Prior to this Change Order	\$ 1,117,591.04
Contract Sum will be Increased by this Change Order by	\$ 61,890.40
New Contract Sum Including this Change Order	\$ 1,179,481.44

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

TranSystems
ENGINEER (Firm Name)

115 S. 6th, Independence, KS
ADDRESS

Bettis Asphalt & Construction
CONTRACTOR (Firm Name)

PO BOX 1694, Topeka, KS
ADDRESS

City of Independence
OWNER (Firm Name)

811 W. Laurel St., Independence
ADDRESS


BY (Signature)


BY (Signature)

BY (Signature)

Trista Bynum
(Typed Name)

4/24/25
DATE

Bill Delich
(Typed Name)

4/24/25
DATE

(Typed Name)

DATE

Change Order

PROJECT:	CHANGE ORDER NO.: 002	Owner	X
CCLIP US 160/ Main St. 8th to 2nd	DATE: 4/24/2025	Engineer	X
		Contractor	X
	PROJECT NUMBER P112230008	Field	X
TO CONTRACTOR	CONTRACT DATE: 7/15/2024	Other	
Bettis Asphalt & Construction, Inc.	CONTRACT FOR: General Construcion		
PO Box 1694			
Topeka, KS 66601			

THE CONTRACT IS CHANGED AS FOLLOWS:

Reconciliation of Quantities

Line	Description	Unit	Unit Price	Plan Qty.	Act. Qty.	Diff.	Cost Diff.
8	HMA Surface(SM12.5A)(PG 70-2	Tons	\$ 167.00	2286.0	2143.0	-143.0	\$ (23,881.00)
11	Curb Repair	LF	\$ 24.00	150.0	54.0	-96.0	\$ (2,304.00)
15	Water (Agg Base)	MGAL	\$ 65.00	1.0	0.0	-1.0	\$ (65.00)
17	Sidewalk Construction(6")(AE)	SY	\$ 84.00	52.6	60.9	8.3	\$ 697.20
18	Sidewalk Ramp	SY	\$ 225.55	154.6	161.6	7.0	\$ 1,578.85
19	Temp. Seeding	LS	\$ 2,150.00	1.0	0.0	-1.0	\$ (2,150.00)
22	Pavement Marking(Thermopla	LF	\$ 2.75	4540.0	4993.0	453.0	\$ 1,245.75
24	Pavement Marking(Thermopla	LF	\$ 2.75	3514.0	3544.0	30.0	\$ 82.50
25	Pavement Marking(Intersectio	LF	\$ 13.50	236.0	78.0	-158.0	\$ (2,133.00)
26	Pavement Marking(Intersectio	LF	\$ 16.50	1504.0	1326.0	-178.0	\$ (2,937.00)
28	Pavement Marking Symbol(Int	EA	\$ 306.00	7.0	8.0	1.0	\$ 306.00
30	Sign Post (2 1/4" Perf Square S	LF	\$ 16.50	24.0	12.0	-12.0	\$ (198.00)
31	Sign Post Footing	EA	\$ 107.50	2.0	1.0	-1.0	\$ (107.50)
32	Arrow Display	DAY	\$ 16.50	90.0	0.0	-90.0	\$ (1,485.00)
33	Prtable Changeable Message	DAY	\$ 38.00	180.0	92.0	-88.0	\$ (3,344.00)
34	Temp. Pvt. Marking 4" Solid, Ty	STA.	\$ 193.00	60.0	0.0	-60.0	\$ (11,580.00)
37	Flagger	HOUR	\$ 30.00	1.0	0.0	-1.0	\$ (30.00)
NON-PARTICIPATING							
4	Aggregate Base (AB-3)(4")	SY	\$ 18.00	532.1	477.5	-54.6	\$ (982.80)
5	Aggregate Base (AB-3)(6")	SY	\$ 21.00	89.0	68.6	-20.4	\$ (428.40)
6	Sidewalk Construction(4")(AE)	SY	\$ 78.00	532.1	462.2	-69.9	\$ (5,452.20)
	Total of this Change Order						\$ (53,167.60)

Original Contract Sum	\$ 1,117,591.04
Net Change by Previously authorized Change Orders	\$ 61,890.40
Contract Sum Prior to this Change Order	\$ 1,179,481.44
Contract Sum will be Increased by this Change Order by	\$ (53,167.60)
New Contract Sum Including this Change Order	\$ 1,126,313.84

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

TranSystems
ENGINEER *(Firm Name)*

Bettis Asphalt & Construction, Inc.
CONTRACTOR *(Firm Name)*

City of Independence
OWNER *(Firm Name)*

115 S. 6th, Independence, KS
ADDRESS

PO Box 1694, Topeka, KS
ADDRESS

811 W. Laurel St., Independence
ADDRESS

BY *(Signature)*

BY *(Signature)*

BY *(Signature)*

Trista Bynum

(Typed Name)

(Typed Name)

(Typed Name)

DATE

DATE

DATE



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 8, 2025

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider purchasing a replacement sanitation truck from Armor Equipment.

SUMMARY RECOMMENDATION Authorize purchase.

BACKGROUND The 2025 budget contains funding for the purchase of a new sanitation truck. This truck would require a CDL for operation. After Commission approval of the bid, bids were opened at 2pm, on Thursday, April 17, 2025. The bid tabulation is attached. It is recommended to purchase the Heil DP 500 truck from Armor Equipment for \$242,011.20. In a departure from the usual bidding process, all bidders added a note that bids were subject to the impact of tariff charges, which have been estimated at \$3500.

The existing Truck 609 will be removed from service and auctioned off in the future.

Anticipated delivery is in September/October of 2025.

FINANCIAL INFORMATION The truck will be purchased from enterprise funds, and financed through a lease-purchase. The truck is approximately \$22,000 over the budgeted amount, which will be taken from enterprise funds during the lease-purchase period.

SUGGESTED MOTION I move to authorize purchase of a new sanitation truck from Armor Equipment for the price of \$242,011.20 plus applicable tariffs and the execution of any necessary documents.

SUPPORTING DOCUMENTS

1. Sanitation Truck Bid Tab

Bid Tabulation

Key Equipment - 2025 Leach Alpha 2RIII 32 Yd body mounted on 2026 International HV607	\$ 265,512.00
Armor Equipment - Heil DP 5000 w/ Frieghtliner M2	\$ 267,645.20
Armor Equipment - Heil DP 5000 w/ Frieghtliner 114SD	\$ 264,460.20
Armor Equipment - Heil DP 5000 w/ Frieghtliner M2	\$ 242,011.20
Elliott Equipment - New Way Cobra Magnum w/ Frieghtliner M2	\$ 263,995.00



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 8, 2025

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider authorizing a letter of support for the Proposed *Independence* Television Production Project.

SUMMARY RECOMMENDATION Authorize the City Commission to issue a non-binding letter of support for the proposed *Independence* television production project. The letter will assist the production team in securing interest from producers, investors, and network partners. The letter shall clearly state that the project is in the proposal stage only and that the city is making no financial commitments at this time.

BACKGROUND The proposed television series *Independence*, currently in the conceptual stage, is being developed by Jason and Michelle Lasater in collaboration with producers Derin Dopps and Ryan Locke. The show would feature the revitalization of residential and commercial properties in Independence, Kansas, while telling the story of small-town America's comeback. The production team is seeking a non-binding letter of support from the City to help pitch the project to producers, investors, and network partners. The project aligns with the City Commission's top strategic priority—housing—and complements ongoing City initiatives such as the Neighborhood Exterior Grant Program, the Downtown Building Grant Program for historic downtown properties, and the Neighborhood Revitalization District, which provides tax rebates for property improvements throughout the city, excluding those in the 100-year floodplain. The letter will affirm general community support without committing City funds or resources.

FINANCIAL INFORMATION None at this time.

SUGGESTED MOTION I move to authorize the City Commissioners to issue a non-binding letter of support for the proposed *Independence* television production project, to be used in pitching the concept to producers, investors, and partners.

SUPPORTING DOCUMENTS

1. Independence Television Series City Commission Support Letter



City Hall
120 North 6th Street
Independence, KS 67301

May 8, 2025

To Whom It May Concern,

On behalf of the City Commission of Independence, Kansas, we are pleased to offer our full support for the proposed television series *Independence*, led by Jason and Michelle Lasater and produced by Derin Dopps and Ryan Locke. This exciting initiative represents a unique opportunity to highlight the spirit and resilience of small-town America—while directly investing in the revitalization of our community.

The concept of this series—to restore homes, launch local businesses, celebrate community heroes, and rebuild both pride and prosperity—aligns seamlessly with our local goals and priorities. In fact, the **City Commission's number one goal is housing**, and we are committed to supporting efforts that expand housing options, improve property conditions, and revitalize neighborhoods across our city.

To help accomplish this, the City of Independence has implemented several key programs:

- **Neighborhood Exterior Grant Program:** This initiative provides matching funds to assist homeowners with exterior repairs and improvements. It has proven instrumental in enhancing curb appeal, increasing property values, and encouraging neighborhood investment.
- **Downtown Building Grant Program:** Specifically targeted at historic buildings located within our designated **Downtown Historic District**, this grant program supports preservation and rehabilitation efforts, helping to maintain the architectural integrity and economic vitality of our historic downtown core.
- **Neighborhood Revitalization District:** Encompassing **the entire city with the exception of properties located within the 100-year floodplain**, this district offers **substantial property tax rebates** on eligible improvements to both residential and commercial properties. This 10-year incentive program is a cornerstone of our strategy to attract investment and support sustainable redevelopment.

We believe the *Independence* television series could become a catalyst for meaningful change—amplifying our local efforts with national visibility, additional private investment, and a compelling narrative that honors the character of our city and its people. The City Commission applauds the vision and leadership of Jason and Michelle Lasater, and we encourage all potential partners to embrace this opportunity.



City Hall
120 North 6th Street
Independence, KS 67301

While this letter does not commit public funding or in-kind resources at this time, it reflects our strong support for the goals of this project and our readiness to collaborate where appropriate in the future.

Thank you for considering Independence, Kansas, as the setting for this inspiring and transformative endeavor.

With pride and partnership,

W. Scott Smith, Mayor

Dean A. Hayse, Vice Mayor

Timothy Emert, Commissioner



Report
CITY OF INDEPENDENCE
May 8, 2025

Department City Clerk

Director Approval David Schwenker

AGENDA ITEM City Board Minutes

BACKGROUND

SUPPORTING DOCUMENTS

1. March 4, 2025 PZ Minutes
2. April 16, 2025 Rec Commission Board Minutes

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's March 4, 2025 Meeting

I. Call to Order

Present: Michelle Anderson, Tim Haynes, Rachel Lyon, Lisa Richard, Gary Hogsett, Butch Holum, Rita Ortolani, Brett Gilcrist

Absent: Kym Kays

City Staff Present: Kelly Passauer, City Manager/Zoning Administrator; David Schwenker, City Clerk; Maurice Garlet, Building Inspector and Kayla Schabel, Executive Assistant

Guests: Larry McHugh, and Chris Shires by phone

Chairperson Lyon called the meeting to order.

II. Minutes

- a. Consider approving minutes of the February 4th, 2025 meeting.

Motion:

On the motion of Brett Gilcrist, seconded by Gary Hogsett the Commission approved the minutes as presented.

Aye: Michelle Anderson, Tim Haynes, Rachel Lyon, Lisa Richard, Gary Hogsett, Butch Holum, Rita Ortolani, Brett Gilcrist

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, January and February, and no action is anticipated. Commissioners were provided revised rough drafts for discussion of possible changes to the zoning code. The consultant was available virtually to review these drafts with the Planning Commission.

V. Discussion

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's March 4, 2025
Meeting**

Motion:

On the motion of Lisa Richard, seconded by Tim Haynes, the Commission scheduled the next meeting for April 8, 2025.

Aye: Michelle Anderson, Tim Haynes, Rachel Lyon, Lisa Richard, Gary Hogsett, OGSETT, Butch Holum, Rita Ortolani, Brett Gilcrist

Nay: None

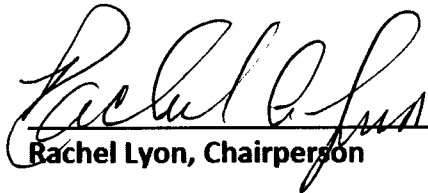
VI. Adjournment

Motion:

On the motion of Rachel Lyon, seconded by Tim Haynes, the Commission adjourned the meeting.

Aye: Michelle Anderson, Tim Haynes, Rachel Lyon, Lisa Richard, Gary Hogsett, Butch Holum, Rita Ortolani, Brett Gilcrist

Nay: None



Rachel Lyon, Chairperson

~~Lisa Richard, Vice-Chair~~ Kim Kays, Secretary



INDEPENDENCE RECREATION COMMISSION

Monthly Meeting April 16, 2025

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

Members Present:

Christy Mavers
Greg Kelley
Dustin Woodward

Others Present:

Brent Julian
Lori Bromley
Nick McBride
Galen Palmer
Lacey Lies

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

ROUTINE

Agenda

The agenda was amended to change B. Central Park Sports Complex Update/ LOI to a report rather than an action item. Greg Kelley moved to approve the agenda as amended. Dustin Woodward seconded. Motion carried 3-0.

Minutes

Dustin Woodward moved to approve the minutes of the March 19, 2025 board meeting. Greg Kelley seconded. Motion carried 3-0.

Bills

Dustin Woodward moved to approve the April 2025 invoices and checks for payment as presented in the amount of \$5,689.06 as well as bills and employee benefits paid since the last board meeting in the amount of \$4,259.87. Greg Kelley seconded. Motion carried 3-0.

Treasurer's Report

Galen Palmer reported the following bank balances as of March 31, 2025: First Oak Bank - Checking: \$122,347.57; First Oak - Petty Cash: \$500.00; Equity Bank - Savings \$169,448.64. Greg Kelley moved to approve the treasurer's report as presented. Dustin Woodward seconded. Motion carried 3-0.

PROGRAMS/OPERATIONS

Maintenance Report

Brent Julian answered any questions the board had on the maintenance report. Brent informed the board that he's had some minor problems with the indoor pool but nothing that he couldn't handle. Brent stated that he has been doing the mowing and Nick preparing the soccer and football fields for play since the maintenance supervisor will not start until June 1st. Christy asked about mowing the Ash Center lot and Brent stated he is doing that as well.

Programs Report

Nick McBride answered any questions the board had on the programs report. Christy stated that she has heard good things about the flag football program and asked about the spring participation numbers. Nick stated that some of the older divisions are down a few participants but overall, the numbers look really good. Nick stated that adult volleyball is going very well, and the women's league had 15 teams and Coed has 13, Nick stated that is probably the most they have ever had.

Director/Aquatics/Special Events Report

Brent Julian answered any questions the board had on the director/aquatics/special events report. Christy thanked Brent for speaking at the Independence Optimist Club last week.

BUSINESS/FINANCE

New Software Integration

Brent informed that board that things are just getting underway with the new online accounting software through Software Unlimited. Brent stated Lori went to training in Lawrence the last week in March and started using the software on April 1st. Brent stated that some of the reports the board is looking at today will look different and it will take some time to get used to and ask everyone to be patient during this transition as well as ask as many questions as needed.

Central Park Sports Complex Update/LOI

Lacey Lies, with the City of Independence, was present at the meeting and gave a brief update on Phase II of the Central Park Sports Complex. Lacey stated that Phase II has begun and Crossland is currently working on the large baseball field on the east side of the complex as well as additional parking lots, installing shade structures and TLC is plugging sod in areas where the grass is sparse. Christy asked about the grass on the soccer fields and Brent stated it is looking better. Brent informed the board that as discussed previously, IRC plans to completely leave the Arco Complex on South Tenth next year and he will get with both IHS and ICC to see if either one or both want to use it. Brent informed the board members that with the city owning the Central Park Sports Complex, he and Lacey are currently working on a Letter of Intent to

declare IRC's commitment to the complex. Lacey asked Brent to get with Crossland Construction on the sprinkler system. Christy asked if all the fields had been sponsored, and Lacey stated that they still need a sponsor for one or two soccer fields as well as the batting cages.

RB FAC 2025 Information

Brent gave the commission a run-down for any new plans at the Riverside Beach Aquatic Center this summer. Brent stated the cost of admission remains at \$5.00 per person, ages 2 and under are still free. Customers may purchase a 10-punch pass for \$40 (a savings of \$10) or 20-punch pass for \$75 (a savings of \$25) and the cost to rent out the facility for two-hour increments is still \$300 per hour. Brent stated that it will be half price admission on Monday/Tuesdays from 4:00 – 6:00 p.m. and Thurs/Friday evenings will be \$1.00 admission per person in lieu of family night again this year. Brent stated the grand opening is Memorial Day weekend, May 24th and they are starting the cleanup process now. Lacey stated the city is working on the pumps and wants to start filling on May 12th. Greg Kelley asked about painting the areas that look tattered, and Brent stated that Blast It is supposed to be back to do that as well as the padding in the zero-entry area and they will also quote the city on getting the concrete patched up. Brent stated that Cain Carpenter is taking over as pool manager this summer, Cain has been the assistant manager for the past several years. Shawn O'Kane is stepping away as manager but will remain part-time to help with the pool's maintenance and chemicals throughout the summer. Brent stated they are still looking for an Assistant Manager.

Lane Lines and Storage Reel

Brent informed the board that swim team is in need of new lane lines and a storage reel to hold them. Brent stated the current lines are in bad shape and need to be replaced. Brent stated he received three quotes and Arlan Company was the lowest at \$4,500.00, which will include five lane lines and the storage reel. Dustin Woodward asked about the longevity of the lines and Brent stated they lasted a long time, at least ten years. Brent stated that IRC can pick the colors they desire the lines to be, and Christy suggested orange. Brent asked if the board would like three orange and two black lines, and the board agreed they liked the idea. Dustin Woodward moved to approve the purchase of new swim team lane lines in orange and black along with the storage reel from Arlan Company in the amount of \$4,500.00. Greg Kelley seconded the motion. Motion carried 3-0.

Ash Center Updates

Brent spoke to the board about the telephone system at the Ash Center needing upgrades, it has been several years since the last update and most of the phones are having issues. Brent stated that Dave's Communication out of Coffeyville had a better quote than Sparklight and will replace all five telephones for approximately \$1,000 including the labor. Brent informed the board that he did a survey with the Ash Center members that come in after school and what they would like to see happening in the game cove. Brent stated the game cove is outdated

with old video games and most of the kids play online now so it's hard to keep up with the changing times. Brent stated the members voted to have free Wi-Fi and cell phone charging stations. Brent stated that IRC is in the process of making that happen. They will have benches and charging stations installed in the cove area where the supervisors can still observe that space with ease. Brent stated he is also wanting to do something with the restroom floors at the Ash Center, which is now a priority, as well as an outdoor marquee. Lacey Lies stated the city does not like the electronic signs due to the maintenance and upkeep but have had success with Highway Man Signs out of Bartlesville, Ok doing their marquee. Lacey stated the city also likes using the radio to get important news out there.

Signing of RNR

Brent stated that the new county clerk contacted him and has requested the board sign a resolution on the Revenue Neutral Rate to be filed with the state. Brent stated that in the past the board held a hearing in July and once it was passed and approved in the minutes IRC proceeded with the RNR; however, Topeka needs to have a signed resolution on file. The board signed the resolution today to be submitted to the state.

Love Independence Day Project

Brent reminded the board members that they had tabled the conversation last month regarding the Love Independence Day project. Brent asked if the board would be interested as a group working on the Central Park Sports Complex concession stand. Brent stated that the concession stand really needs a good cleaning as well as the big concrete island in the center of the concession stand needing to be demolished. Brent stated that he and Cain Carpenter would get started on that ahead of time and if the board was willing to do some cleaning and painting that would make a big difference. Christy stated she would also like to see the restrooms spruced up and Lacey suggested some new mirrors in the restrooms. Greg Kelley moved to approve the Central Park Sports Complex concession stand as IRC's Love Independence Day Project. Dustin Woodward seconded. Motion carried 3-0.

EXECUTIVE SESSION

- A. Personnel matters of non-elected personnel. On the motion of Christy Mavers, seconded by Greg Kelley the Commission recessed for an executive session to discuss an employee's performance pursuant to the non-elected personnel exception, K.S.A. 75-4319(b)(1). The open meeting will resume at 12:31 p.m. in the Ash Center's Meeting Room.

Aye: Christy Mavers, Greg Kelley, Dustin Woodward

Nay: None

Action After Executive Session

On the motion of Greg Kelley, seconded by Dustin Woodward, the commission authorized a performance bonus to Brent Julian, Nick McBride and Lori Bromley for filling in as a shared temporary role as the maintenance supervisor for the Independence Recreation Commission until the position is filled June 1, 2025.

Aye: Christy Mavers, Greg Kelley, Dustin Woodward

Nay: None

ITEMS FROM THE COMMISSION

There were no Items from the Commission.

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

ADJOURNMENT

The meeting was adjourned at 12:48 p.m.

Respectfully Submitted,

Dustin Woodward

Acting Secretary



Report
CITY OF INDEPENDENCE
May 8, 2025

Department Finance

Director Approval David Schwenker

AGENDA ITEM 2025 Q1 Treasurers Report

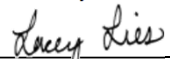
BACKGROUND

SUPPORTING DOCUMENTS

1. 2025 Q1 Treasurers Report

Treasurer's Quarterly Financial Statement for Quarter Ending March 31, 2025

Name of Fund		Beginning Balance	Receipts	Disbursements	Ending Balance
General	1	1,980,783.76	4,289,640.09	2,807,689.78	3,462,734.07
Opioid Abatement	2	53,043.63	1,811.71	0.00	54,855.34
Fire Insurance Proceeds	3	37,779.94	0.00	26,550.00	11,229.94
Industrial	4	422.32	15,779.47	2,500.00	13,701.79
Crime Prevention Program	5	589.88	0.00	0.00	589.88
Economic Development/Transportation	6	1,256,722.93	150,202.80	150,000.00	1,256,925.73
Alcohol Assessment	7	3,820.00	0.00	0.00	3,820.00
E-911 - New	8	297,972.02	72,460.93	97,803.26	272,629.69
Incubator Building	9	130,795.08	6,190.00	0.00	136,985.08
KPWSLF Proj No 2933 - WTP	10	(13,558.56)	0.00	0.00	(13,558.56)
Education Sales Tax	11	400,266.13	653,054.76	649,666.13	403,654.76
Capital Project Reserve	12	511,366.76	436,086.23	684,055.08	263,397.91
2023-2033 Special Use Sales Tax	13	0.00	653,054.76	653,054.76	0.00
City Projects	14	1,206,721.43	78,366.57	153,086.29	1,132,001.71
Logan Fountain	19	124.37	0.00	0.00	124.37
Airport Capital Projects Reserve	21	323,888.93	13,110.54	12,007.95	324,991.52
Street Capital Projects Reserve	22	2,025,055.07	294,070.56	883,636.20	1,435,489.43
KWPCRF LOAN C20 2043 01	23	(1,375,349.19)	0.00	12,180.10	(1,387,529.29)
Fire/EMS Grants	24	2,347.54	25,050.00	945.00	26,452.54
City Grant Program	25	363,842.14	7,000.00	61,560.76	309,281.38
G. F. Employee Benefits	26	0.00	400.00	400.00	0.00
Airport	31	51,470.52	135,237.91	157,987.55	28,720.88
Water and Sewer	33	2,776,798.22	1,466,359.09	1,470,961.77	2,772,195.54
Grinder Pump Replacement	34	311,513.73	5,191.19	0.00	316,704.92
Cap Infrastructure - W/S	35	5,172,001.49	53,796.85	0.00	5,225,798.34
Sanitation	37	357,907.14	303,795.02	348,151.51	313,550.65
Independence Land Bank	38	35,517.28	352.39	836.25	35,033.42
Special Park	40	71,579.48	4,064.27	3,150.08	72,493.67
Employee Wellness	41	62,237.00	30,649.99	0.00	92,886.99
Library	42	0.00	162,817.51	149,578.58	13,238.93
Downtown Tree Replacement	43	16,798.20	169.17	0.00	16,967.37
Special Park & Recreation	44	85,196.54	19,103.14	16,820.06	87,479.62
Special Alcohol Programs	45	118,929.98	12,534.98	0.00	131,464.96
Demolition	46	3,077.29	101,158.21	3,195.00	101,040.50
Liability Insurance	47	140,747.66	3,777.48	1,139.00	143,386.14
Housing Authority Funds **	979-995	4,114,420.56	442,422.87	309,693.35	4,247,150.08
E-911 - Old	65	4,696.52	0.00	0.00	4,696.52
Memorial Hall Tax Credits	66	14,645.05	0.00	0.00	14,645.05
First Aid Training	72	1,160.95	1,155.59	965.60	1,350.94
ADA DJ # 204-29-144	74	740,799.43	0.00	0.00	740,799.43
KLINK, Penn/Chestnut-Oak	76	34,942.78	0.00	0.00	34,942.78
Law Enforcement Trust	79	13,657.95	143.49	0.00	13,801.44
Grant - Walmart - Fire/EMS	84	3,046.18	0.00	0.00	3,046.18
Bond and Interest	91	1,076,269.31	1,490,408.27	822,102.12	1,744,575.46
2015-2016 KLINK Projects	92	318,879.31	0.00	0.00	318,879.31
Grant Funds	94	(161,851.14)	163,698.55	152,636.41	(150,789.00)
Bartlett Project	96	3,547,789.75	0.00	61,455.59	3,486,334.16
TOTAL		25,960,390.69	11,191,162.54	9,787,796.76	27,363,756.47
Reconciled Items					0.00
TOTAL					27,363,756.47

Name of Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
Summary				
Community Nat'l. Bank	Checking	14,807,103.70		
Community Nat'l. Bank	C/D's	12,556,652.77		
Equity Bank	MM Account	0.00		
		0.00		
	TOTAL	27,363,756.47		
Liabilities				
		Principal	Interest	Total
Series 2015A		855,000.00	76,725.00	931,725.00
Series 2016A		480,000.00	14,550.00	494,550.00
Series 2019A		570,000.00	17,250.00	587,250.00
Series 2022A - Streets		3,260,000.00	1,146,612.50	4,406,612.50
Series 2022A - Facilities		9,555,000.00	3,359,253.23	12,914,253.23
Series 2023 Temporary Notes - Pipeline Project		0.00	0.00	0.00
Series 2024 Temporary Notes - Central Park		4,565,000.00	456,500.00	5,021,500.00
Series 2025 - Pipeline Project		10,115,000.00	1,129,534.04	11,244,534.04
Bonds & T-Notes Payable - September 30, 2024		29,400,000.00	6,200,424.77	35,600,424.77
Capital Leases				
			Payoff Date	Balance
Commercial Bank - JD Tractor & Bush Hog			April 1, 2025	9,532.06
Community National Bank - 2021 Street Sweeper			March 1, 2025	0.00
Community National Bank - 2019 Rosenbauer Fire Truck			April 1, 2026	96,036.36
Community National Bank - 2023 Sanitation Truck			October 17, 2027	122,222.19
Commercial Bank - 2024 Sanitation Truck			July 25, 2029	395,637.00
Commercial Bank - 2025 Ambulance Remount			January 9, 2030	196,075.17
Commercial Bank - 2025 Street Bucket Truck			February 24, 2030	195,195.27
Kansas Public Water Supply/Pollution Control Loan Funds				
				Balance
Loan # C20-1915-01, Southeast Lift Station				1,570,358.45
Loan #2933 Water Treatment Plant Upgrades				1,343,739.53
Loan #3058 Replace Waterlines and Automated Meters				3,179,065.19
Loan # C20-2043-01, Lakeview Lift Station and Basin V, Phase 2				
		TOTAL		42,708,285.99
I, David Schwenker, Treasurer, do hereby certify that the above statement is correct to the best of my knowledge and belief.				
 David Schwenker, Treasurer				
Attested by:				
 Lacey R. Lies, Director of Finance				