

INDEPENDENCE CITY COMMISSION

REGULAR SESSION AGENDA

May 22, 2025

5:30 PM

Commission Room City Hall

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

The Agenda shall be as follows:

I. REGULAR SESSION

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

II. APPOINTMENTS

- A. Opening on the Recreation Commission -- Applications Due by Noon on June 6, 2025 -- Must Reside In the City limits
- B. Opening on the Planning Commission/Board of Zoning Appeals -- Applications Due by Noon on June 6, 2025 -- Must Reside In the City Limits

III. PRESENTATIONS

- A. Introduction and swearing-in of Independence Police Department's new officers, Officer Caleb Myers and Officer Hawkens Taylor.

IV. CONSENT AGENDA

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

- A. Consider approval for bid for the 911 Consoles Project with Watson Consoles.
- B. Consider requesting proposals for a solid waste contract.
- C. Consider approving a Downtown Independence Building Grant for 106-110 North 8th Street submitted by Trident Partnership LLC.
- D. Consider approving a Downtown Independence Building Grant for 211 North Penn Avenue submitted by Messenger Furniture, Inc.
- E. Consider modifying the 9 AM start time of the June 18, 2025 Special Commission meeting to 10 AM.
- F. Consider authorizing an engineering agreement with Transystems for Playground Enhancements at Riverside Park as part of the CDBG application.

V. PUBLIC HEARING

- A. Public Hearing to consider condemnation of 200 ARCO Place as dangerous and unsafe.

VI. ITEMS FOR COMMISSION ACTION

- A. Consider adopting a resolution setting the date of July 24, 2025, for a Public Hearing to consider the condemnation of 401 S. 2nd Street as dangerous and unsafe.
- B. Consider adopting a resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 1010 N. 4th Street.

C. Consider adopting a resolution establishing a new Independence Home Development Grant.

VII. REPORTS

A. City Board Minutes

B. Public Works Report

VIII. CITY MANAGER'S COMMENTS

IX. COMMISSIONERS' COMMENTS

X. PUBLIC CONCERNS

XI. ADJOURNMENT



Report
CITY OF INDEPENDENCE
May 22, 2025

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Opening on the Recreation Commission -- Applications Due by Noon on June 6, 2025 -- Must Reside In the City limits

BACKGROUND The City of Independence currently has an open seat on the Recreation Commission due to an upcoming term expiration on July 1, 2025. The Recreation Commission plays a vital role in advising and supporting the development and operation of recreational programs and facilities within the community.

The Recreation Commission consists of five members who serve staggered four-year terms and work in collaboration with the City and the school district to ensure a wide range of quality recreational opportunities are available to citizens of all ages. Members are expected to attend regular meetings, participate in planning initiatives, and provide input on programming, budgeting, and long-term goals for the Recreation Center and related services.

City staff is currently accepting applications from interested individuals who wish to serve on the Recreation Commission. The deadline to apply is noon, June 6, 2025 and the appointee must reside in the City limits. For more information or to apply: [Click Here](#)

SUPPORTING DOCUMENTS



Report
CITY OF INDEPENDENCE
May 22, 2025

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Opening on the Planning Commission/Board of Zoning Appeals -- Applications Due by Noon on June 6, 2025 -- Must Reside In the City Limits

BACKGROUND

The City of Independence has an opening on the Planning Commission / Board of Zoning Appeals (BZA) due to a resignation. This board plays a crucial role in shaping the community's growth and land use by reviewing zoning applications, conditional use permits, variances, and making recommendations on rezoning and text amendments to the zoning ordinance.

The Planning Commission is composed of nine members who serve staggered three-year terms and are appointed by the City Commission. The appointed member will also serve concurrently on the Board of Zoning Appeals, which is empowered to hear and decide appeals or requests for variances from the requirements of the zoning code.

The dual-role structure ensures consistency and efficiency in land use decision-making. Members are expected to review agenda materials, participate in monthly meetings, and apply sound planning principles when making recommendations or decisions.

Staff is currently seeking applications from residents who reside within the City limits who are interested in serving their community in this important capacity. The appointed individual will fill the remainder of the vacant term which expires on January 1, 2028 and may be eligible for reappointment. Applications are due by noon on June 6, 2025. For more information or to apply: [Click Here](#)

SUPPORTING DOCUMENTS



Presentation
CITY OF INDEPENDENCE
May 22, 2025

Department Police

Director Approval Dustin Stafford

AGENDA ITEM Introduction and swearing-in of Independence Police Department's new officers, Officer Caleb Myers and Officer Hawkens Taylor.

BACKGROUND Officer Caleb Myers and Officer Hawkens Taylor were selected to serve the citizens of Independence as police officers. Officer Myers Graduated from the Kansas Law Enforcement Training Center's Basic Training Course on May 2nd, 2025. Officer Hawkens Taylor started with us on May 12th, 2025, coming from the City of Emporia where he served as a certified Law Enforcement Officer with the Emporia Police Department since July of 2022.

Officer Caleb Myers married his high school sweetheart, and together they have 2 beautiful children. He and his family currently reside in Cherryvale. Caleb has always had the drive to serve, help, and protect the community. Which is why he served the last 2 years working for Independence Fire/EMS, before making the switch to the Police Department. Caleb believes there's no better way to serve and protect our community than being a police officer. He looks forward to continue working here in Independence and is very excited to see where this career takes him.

Officer Hawkens Taylor transferred to the Independence Police Department after working for the Emporia Police Department for almost three years. He hopes to benefit the Independence Police Department, and the community of Independence with the experience he brings, the drive and passion he has for this job, and his leadership ability.

The City Clerk will then swear Officer Myers and Officer Taylor in: *"I do solemnly swear that I will support the constitution of the United States and the constitution of the state of Kansas, and faithfully discharge the duties of police officer for the City of Independence, Kansas. So help me God."*

SUPPORTING DOCUMENTS



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 22, 2025

Department Police

Director Approval Dustin Stafford

AGENDA ITEM Consider approval for bid for the 911 Consoles Project with Watson Consoles.

SUMMARY RECOMMENDATION Police Department staff recommends the Commission approve the attached quote from Watson Consoles for the purchase of new 911 consoles for the 911 dispatch center.

BACKGROUND The Police Department is in need of replacing and updating the 911 Dispatch Center consoles.

Dispatch Supervisor Bridget Hammer researched vendors that could accommodate our needs. She did many Teams meetings with vendors, went to different agencies that had consoles from some of the different vendors to see how they actually function, and worked with each one to give the specifics, layouts, dimensions, equipment, electrical, etc. Watson Consoles was more than the the other two, but they were the only one that could meet our needs and setup requirements.

FINANCIAL INFORMATION The total cost is \$140,289.50. This includes the Watson Consoles quoted at \$112,914.50, full phone setup through the 911 Coordinating Council, Emergency Medical Dispatch ProQA licensing, and 10 computer monitors costing approximately \$2,000 (\$200 each). Additional anticipated costs include any necessary electrical setup for the new console stations. This will be funded through the E-911 funds (Fund 8 & 65), which have a combined cash balance of \$277,326 as of 3/31/25.

SUGGESTED MOTION I move to award the 911 Consoles Project contract to Watson Consoles and authorize City staff to carry out the implementation and additional electrical or set-up, as necessary.

SUPPORTING DOCUMENTS

1. Updated Watson Quote
2. 911 Phone Set Quote
3. ProQA Quoate

Independence Police Department

Specified For: Independence Police Department
Contact Name: Bridget Hammer
Phone Number: 16203321700
Email Address: bridgeth@independenceks.gov

Watson Rep Firm: Dick Buss & Associates
Watson Sales Rep: Joe Durham
Phone Number: 8003472104

Project Summary: 4 Mercury Pro Consoles and 1 Base

Omnia (NCPA) - 07-129

Dispatch Positions Include:

60"W Pro Worksurface – Height-Adjustable with Depth Adjustment, Environmental Control and In-Dash Power
- Environmental Control: Forced Air Heat, Cooling Fans, LED Ambient Lighting and Dimmable LED Task Lighting
- In-Dash Power: 2 Power Outlets
Dual Tier Monitor Array – Height-Adjustable with Individually Adjustable Monitor Arms: 3 over 3
Technology Bridge Storage with Cabinet Lighting to Accommodate (2) Small Tower PC's (Max Dimensions per Unit: 7"W x 15"H x 11.5"D) or (2) Mid Tower PC's (Max Dimensions per Unit: 7"W x 15"H x 15.75"D)
Technology Cabinet Storage to Accommodate up to (2) Full-Size Tower PC's (Max Height per Unit: 20"H)
Personal Storage – Drawer and Door Personal Stacker
Screens – 54"H Fabric with Clear Acrylic
Accessories – Grounding Bar, Single Cup Holder, Pendant Drawer and Through Surface Qi Charger

Dispatch Positions 1 & 2 Include:

Team Desk – 51"D x 24"W x 37.5"H Worksurface

Shared Storage:

42"W Open Shelving (Between Dispatch 2 & 4)

Backup Position Includes:

60"W Base Worksurface – Fixed Height with Techlink and Power.
Individually Adjustable Monitor Arms
Technology Bridge Storage with Cabinet Lighting to Accommodate (2) Small Tower PC's (Max Dimensions per Unit: 7"W x 15"H x 11.5"D) or (2) Mid Tower PC's (Max Dimensions per Unit: 7"W x 15"H x 15.75"D)
Screens – 54"H Fabric with Clear Acrylic
Accessories – Grounding Bar, Single Cup Holder, Pendant Drawer

Quote Date: 5/2/2025 **Quote Expiration** 8/2/2025 **Quote Revision:** 05 **Watson Account Manager:** Keerie Mills

Independence Police Department

Specified For: Independence Police Department
Contact Name: Bridget Hammer
Phone Number: 16203321700
Email Address: bridgeth@independenceks.gov

Watson Rep Firm: Dick Buss & Associates
Watson Sales Rep: Joe Durham
Phone Number: 8003472104

Project Summary Continued:

Tech Port Selection:

Technology Ports Per Dispatch Position - (4) USB-A Data I (4) USB-C Data I (2) Dual USB-A+C Charging I (1) RJ45/CAT6 I (1) RJ11/Phone I (1) 35mm Audio *REQUIRES SELECTION PRIOR TO ORDER*

Technology Ports Per Backup Position - (2) USB-A Data I (3) USB-C Data I (2) Dual USB-A+C Charging I (1) RJ45/CAT6 I (1) RJ11/Phone I (1) 35mm Audio *REQUIRES SELECTION PRIOR TO ORDER*

Finish Selection: Unselected (Rendered In: Canyon Option B) *REQUIRES SELECTION PRIOR TO ORDER*

Installation:

Type of Site – Live Cutover

Pre-Installation Site Prep – Teardown and Disposal of Existing Consoles (3 Units)

Location – 1st Floor

Electrical Source – Wall, Unknown AMPS *REQUIRES CONFORMATION PRIOR TO ORDER*

Prevailing Wage or Union – No

Additional Information – Quote Does Not Include Prevailing Wage or Union Requirements.

Quote Date: 5/2/2025 **Quote Expiration** 8/2/2025 **Quote Revision:** 05 **Watson Account Manager:** Keerie Mills

Terms and Conditions

Drawings and Floorplans

It is necessary that accurate room dimensions and features are provided to Watson for space planning and installation. Watson commits to providing product symbols that are correct in size. It is the responsibility of the customer to verify that the room dimensions and features provided to Watson are accurate prior to submitting a purchase order.

All purchase orders must be accompanied by the drawing and quote that has been approved for manufacture. Watson quotes are valid 90 days from the date of issue.

Purchase Orders and Order Acknowledgments

Purchase orders should be submitted via email to:

orders@watsonfg.com

All purchase orders must include the following information:

- Sold-to information including billing address and contact name with email and phone number
- Ship-to information including installation address and contact name with email and phone number
- Purchase order number
- Order total
- Final finish selections
- Approved final drawing and quote for manufacture (proposal and revision number must match across all pages)
- Requested delivery / installation date

Any omission may result in the delay of processing the order. All quotations, acknowledgments, and invoices are subject to corrections for errors or omissions.

All orders and subsequent change orders must be in writing. Watson will issue a written acknowledgment that includes estimated ship and arrival dates. All orders must ship within one year of submittal. Customers should verify the acknowledgment for accuracy. The acknowledgment is the final agreement between Watson and the customer.

Order Cancellations and Changes

Acknowledged orders may not be changed or canceled, in whole or in part, without prior written consent of Watson.

Orders for which production has started may not be canceled. Orders that include non-standard products and non-standard finishes may not be canceled. In the event of cancellations prior to the start of production, for standard products, the customer will be liable for cancellation charges of 25% of the order total.

Any approved order change will require the customer to resubmit the approved final drawing and quote reflecting the requested change. An order change may affect the delivery date. Expenses incurred because of order changes will be charged to the customer.

Taxes

All sales, use, excise, and other applicable taxes are the purchaser's responsibility and will be invoiced to the purchaser. If purchaser claims an exemption from such taxes, it shall be the purchaser's responsibility to furnish an appropriate exemption certificate at the time the order is placed.

Payment Terms

Orders are invoiced at time of shipment. When credit is extended, standard terms are Net 30 unless otherwise stipulated in contractual agreements.

Past due accounts will be charged the lesser of 1-1/2% per month or the highest rate permitted by law plus all collection costs, including reasonable attorney's fees and expenses.

Credit card payments are accepted up to \$5,000. Payments above that amount can be made by check or ACH.

Freight

Freight will be quoted on a per project basis considering destination location, order size and weight as well as the current freight market. Watson Console freight terms are FOB destination to all 50 US States.

Charges incurred by Watson complying with non-standard shipment requests such as inside delivery, expediting, redelivery, weekend delivery, unpacking, straight trucks, specific driver requests or temporary holding will be invoiced to the purchaser.

Freight Claim

We'll file the freight claim on your behalf.
But to do that – we'll need your help.

FREIGHT DAMAGE: It is the customers responsibility to examine products upon receipt, note the damage or shortage on the bill of lading, and to notify Watson within 24 hours of delivery. Failure to provide notice within 24 hours constitutes acceptance of the product.

CONCEALED DAMAGE: Claims must be made by the customer in writing and with photographs within five (5) business days after delivery. Failure by the customer to make any concealed damage claim within five (5) business days constitutes acceptance of the product and a waiver of any apparent damages.

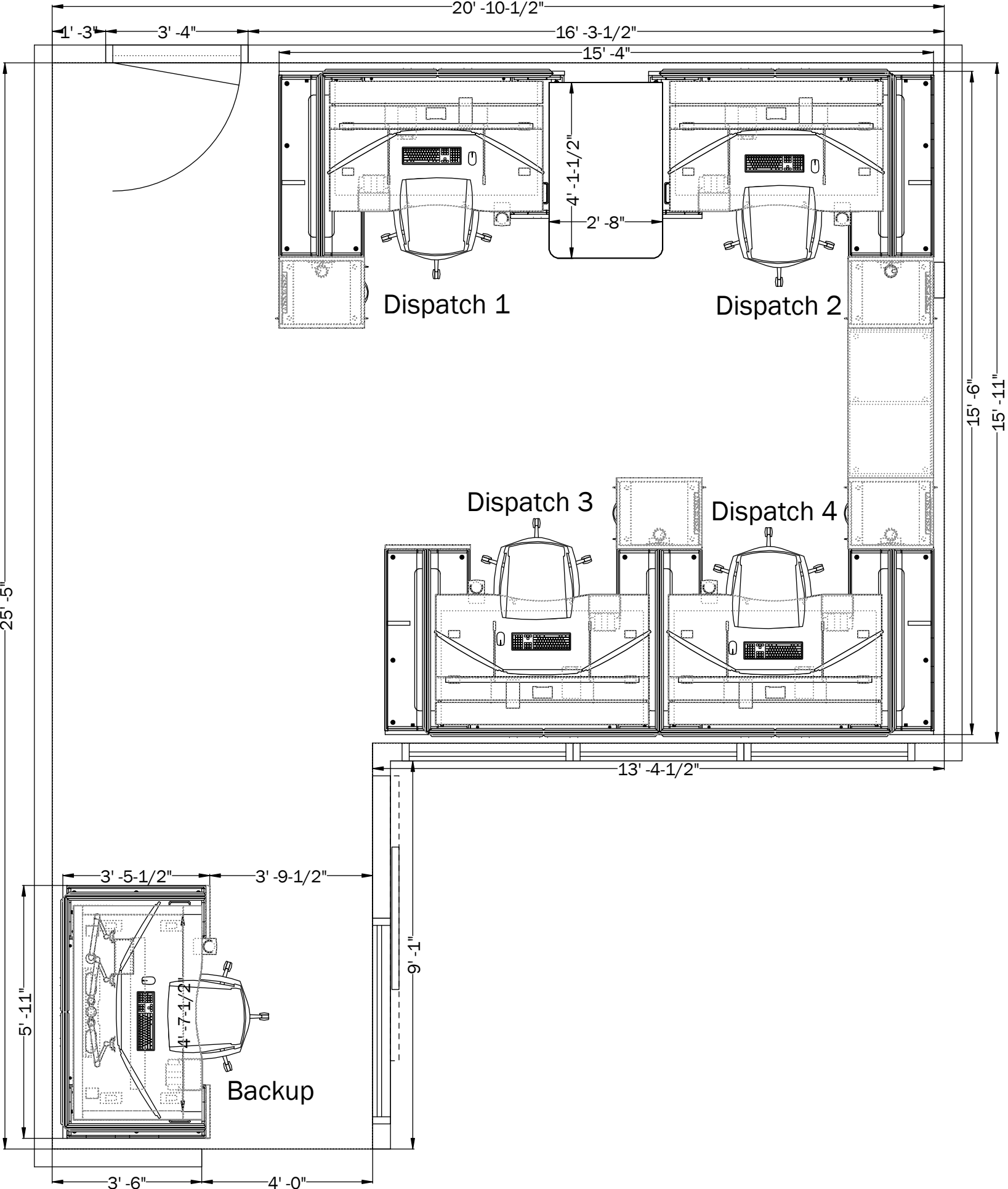
Storage

We understand that projects sometimes face unforeseen delays. If the request to move an order out is received more than 25 business days prior to the acknowledged ship date, we can likely accommodate that request without additional cost. If the request to move an order out is received less than 25 business days prior to the acknowledged ship date, customers may opt to contract storage with Watson for up to 30 days post-ship date. Watson charges a storage fee of \$1 per day per \$1,000 of the total order invoice. The minimum storage fee is \$250. When storage occurs, we will consider that the product has been delivered to the customer for all purposes, and invoicing will occur. Costs for storage will be subsequently invoiced to the customer. Please note that we can accept only one request to move out the order ship date. Any additional requests for a delay in shipping will be managed via our storage policy terms.

Force Majeure

Watson shall not be liable for any loss, damage, or delay resulting from forces beyond its reasonable control including fire, flood, strike or other labor difficulty, act of God, or due to any cause beyond its reasonable control. In the event of any such delay, delivery will be postponed by such length of time as may be reasonably necessary to accommodate for the delay.

Revision Date 12-16-2024



Project

Independence Police Department

Proposal 1

Quote Revision: 05
Quote Date: 5/2/2025
Drawn By: KM

Watson Sales Rep

Joe Durham

Watson Account Manager

Keerie Mills



**watson
consoles**

26246 Twelve Trees Lane NW
Poulsbo, WA 98370
www.watsonconsoles.com 360.394.1300
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Project

Independence Police Department

Proposal 1

Quote Revision: 05
Quote Date: 5/2/2025
Drawn By: KM

Watson Sales Rep

Joe Durham

Watson Account Manager

Keerie Mills

Full Room 3D



Project

Independence Police Department

Proposal 1

Quote Revision: 05
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Watson Sales Rep

Joe Durham

Watson Account Manager

Keerie Mills



Project

Independence Police Department

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Project

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Project

Independence Police Department

Proposal 1

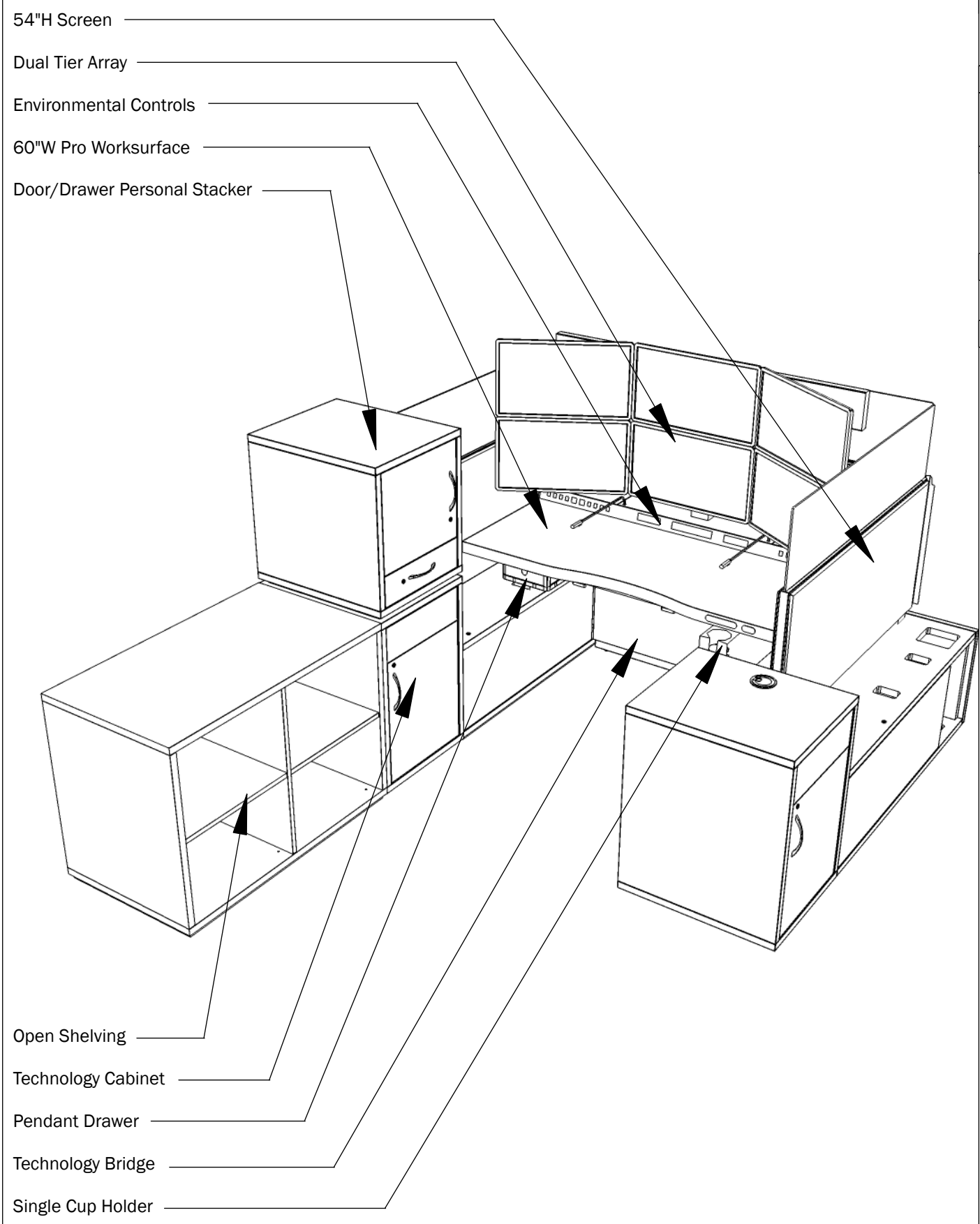
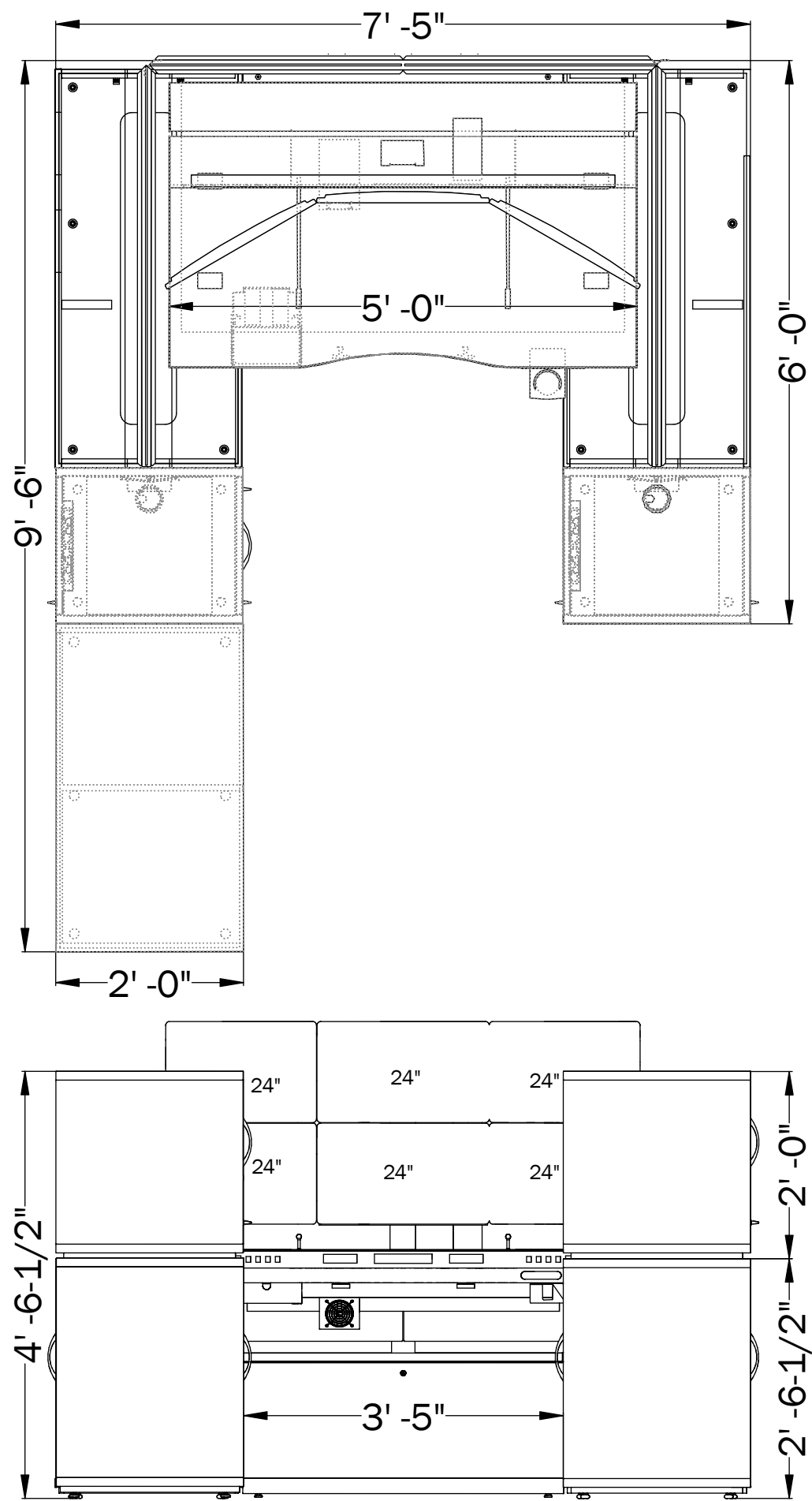
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Drawn By: KM

Watson Sales Rep

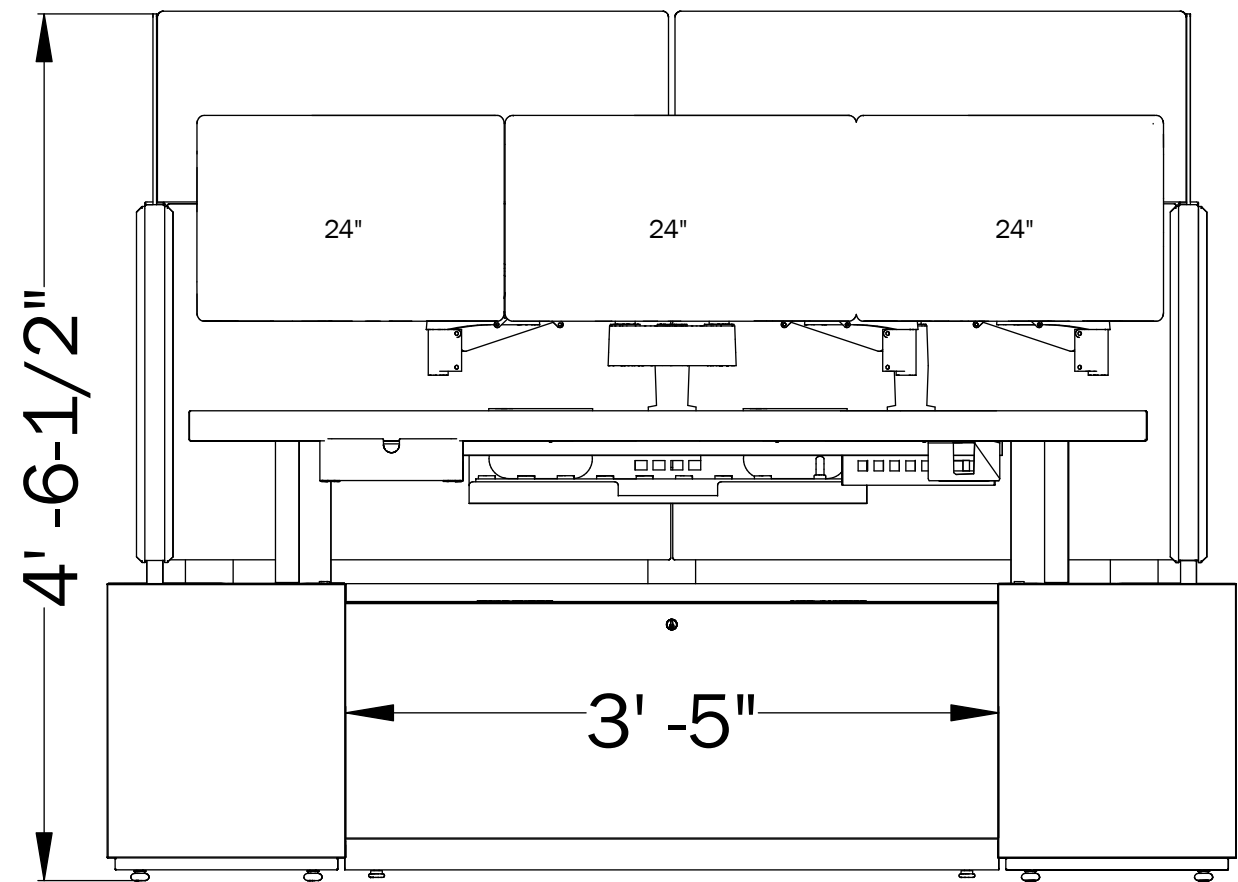
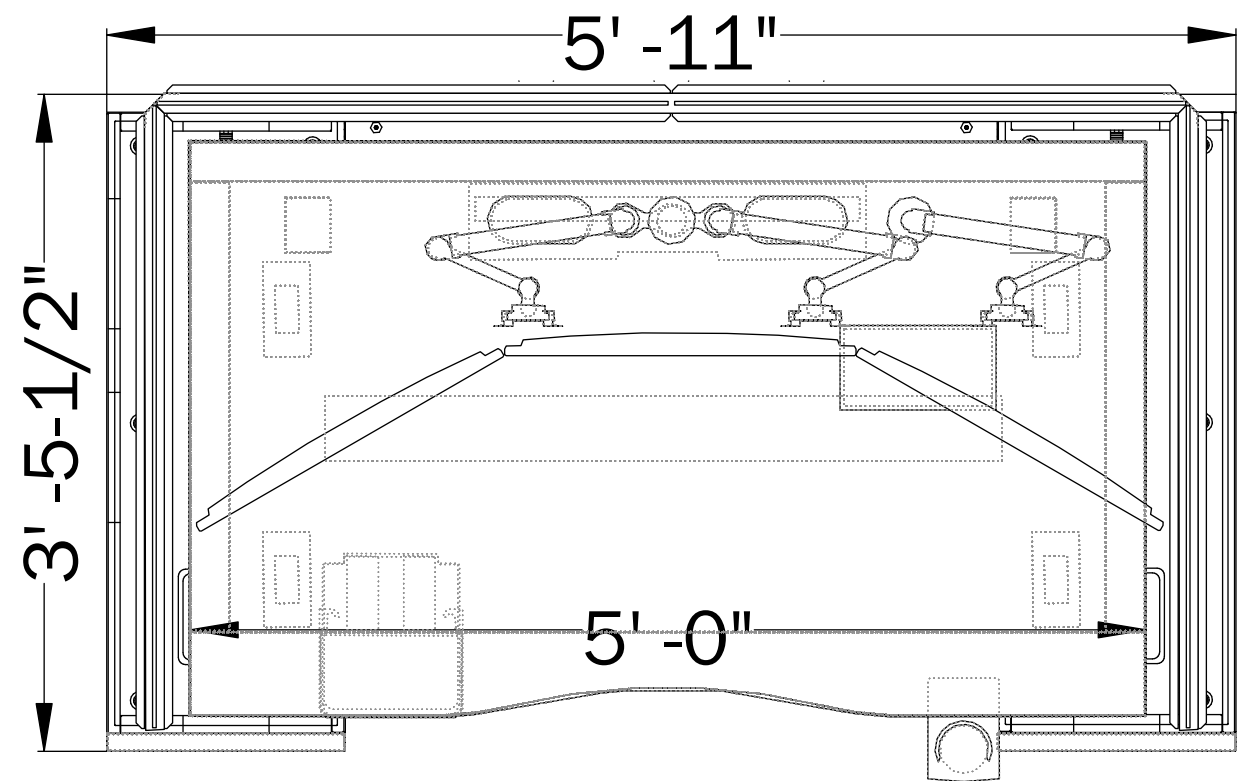
Joe Durham

Watson Account Manager

Keerie Mills



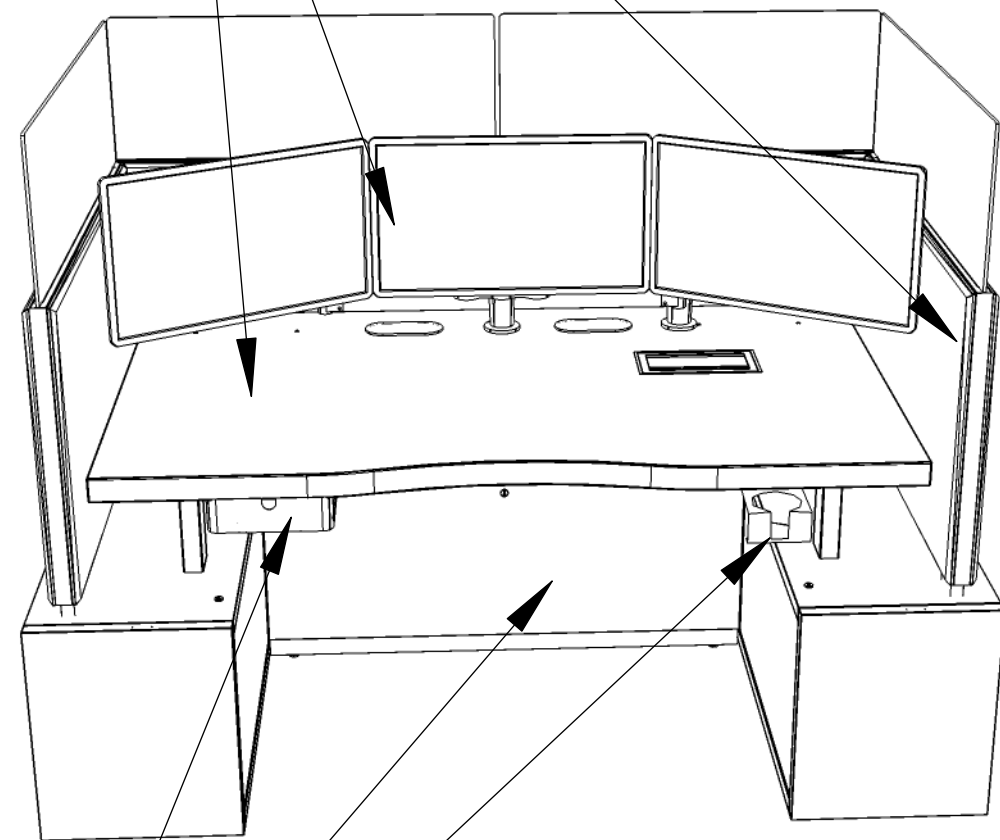
Project
Independence Police Department
Proposal 1
Quote Revision: 05
Quote Date: 5/2/2025
Drawn By: KM
Watson Sales Rep
Joe Durham
Watson Account Manager
Keerie Mills



54"H Screen

Single Tier Array

60"W Base Worksurface



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Project

Independence Police Department

Proposal 1

Quote Revision: 05

Quote Date: 5/2/2025

Drawn By: KM

Watson Sales Rep

Joe Durham

Watson Account Manager

Keerie Mills

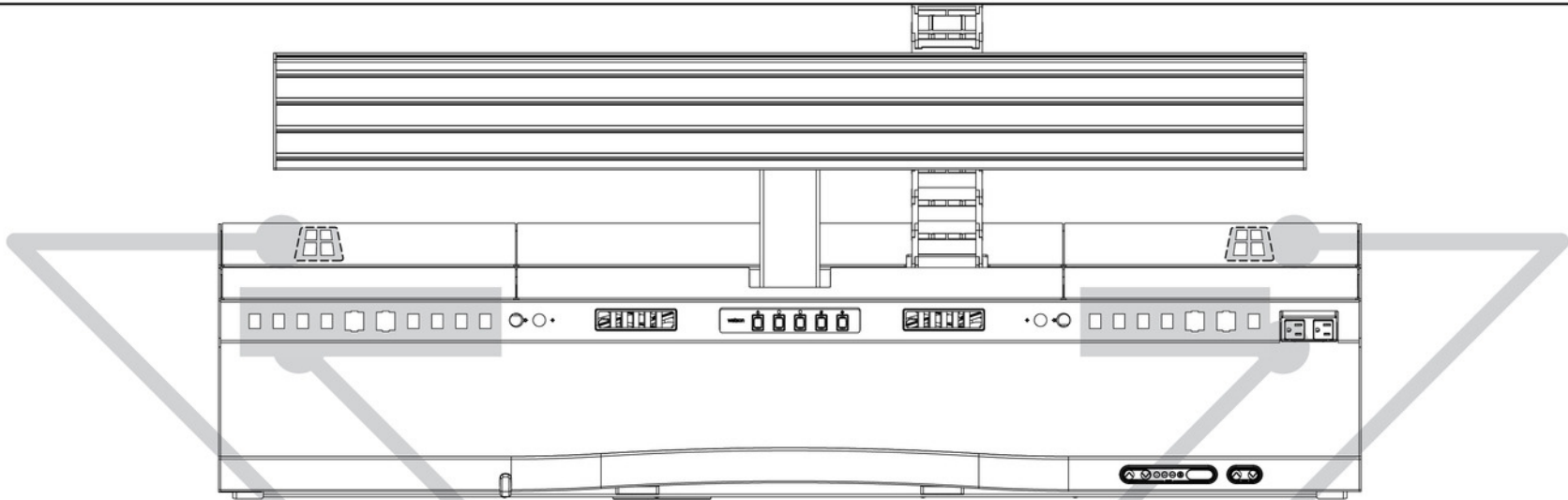
Typical 2D & 3D

Mercury Pro Dispatch 1, 3 & 4

LEFT

Tech Cabinet

PC COUNT: 2



Left Rear Ports

Monitor data ports, speakers
and/or video touchscreens.

Left User Data Ports

USB power available in large ports only.

Right Rear Ports

Monitor data ports, speakers
and/or video touchscreens.

Right User Data Ports

USB power available in large ports only.

Data Port Types

USB-A + USB-A Power

Specified in large center ports only

USB-C + USB-A Power

Specified in large center ports only

USB-A

USB-C

CAT6/RJ45

RJ12

3.5 Stereo

Project
Independence Police Department
Proposal 1
Quote Revision: 05
Quote Date: 5/2/2025
Drawn By: KM
Watson Sales Rep
Joe Durham
Watson Account Manager
Keerie Mills

Mercury Pro Dispatch 2

Project

Independence Police Department

Proposal 1

Quote Revision: 05
Quote Date: 5/2/2025
Drawn By: KM

Watson Sales Rep

Joe Durham

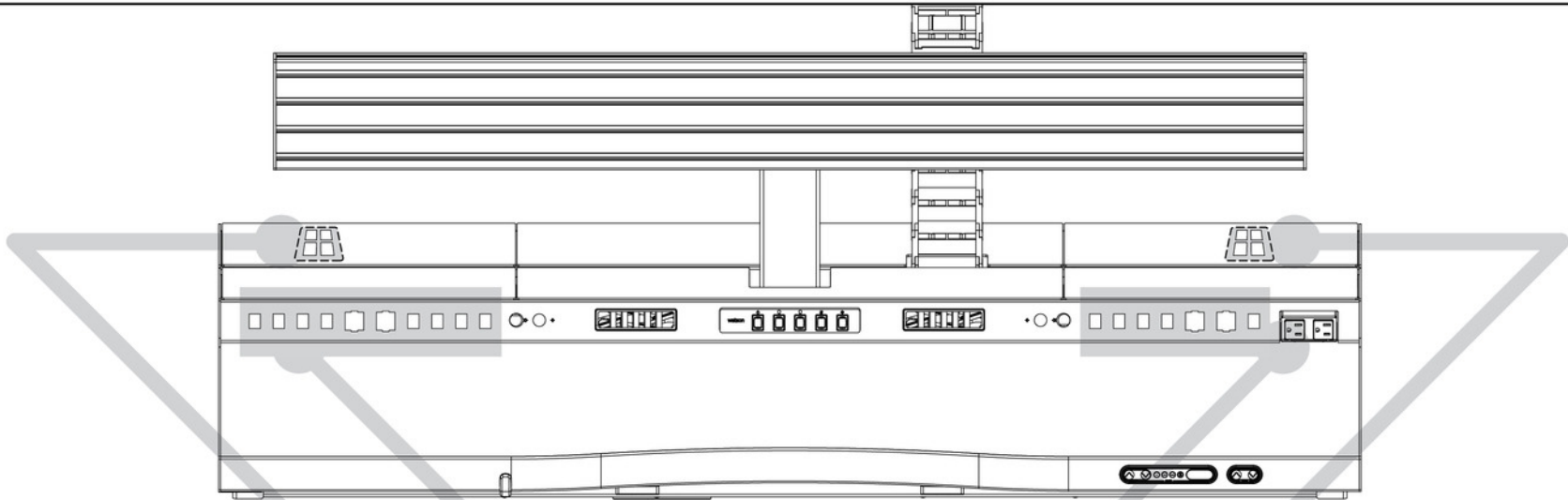
Watson Account Manager

Keerie Mills

RIGHT

Tech Cabinet

PC COUNT:2



Left Rear Ports

Monitor data ports, speakers
and/or video touchscreens.

Right Rear Ports

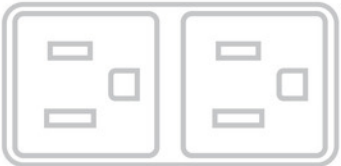
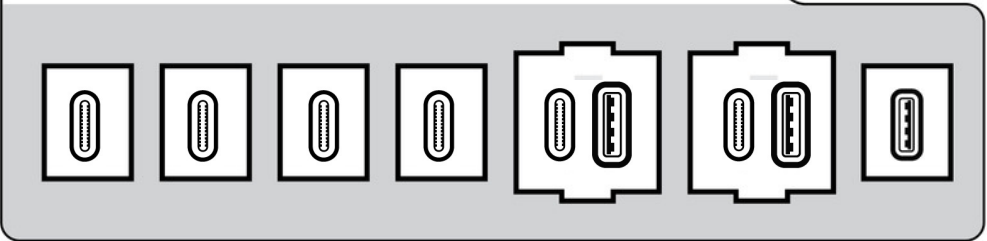
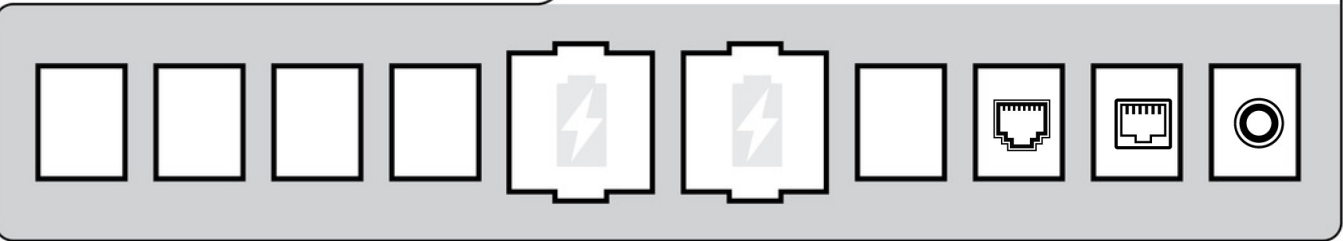
Monitor data ports, speakers
and/or video touchscreens.

Left User Data Ports

USB power available in large ports only.

Right User Data Ports

USB power available in large ports only.



Data Port Types

USB-A + USB-A Power

Specified in large center ports only

USB-C + USB-A Power

Specified in large center ports only

USB-A

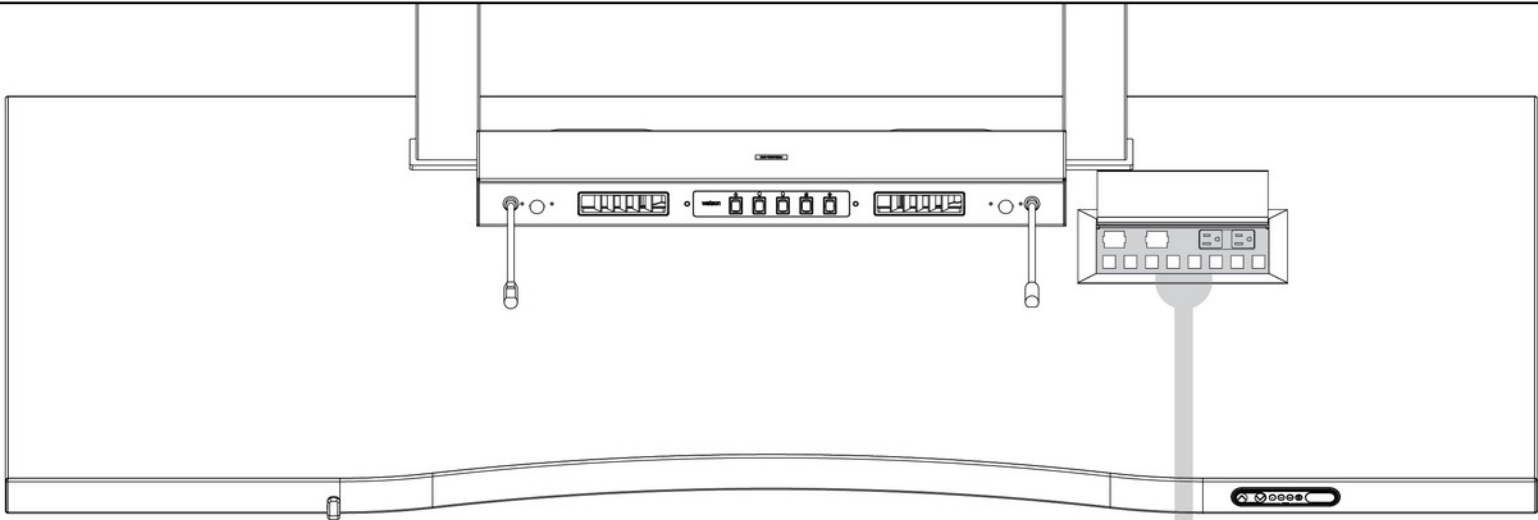
USB-C

CAT6/RJ45

RJ12

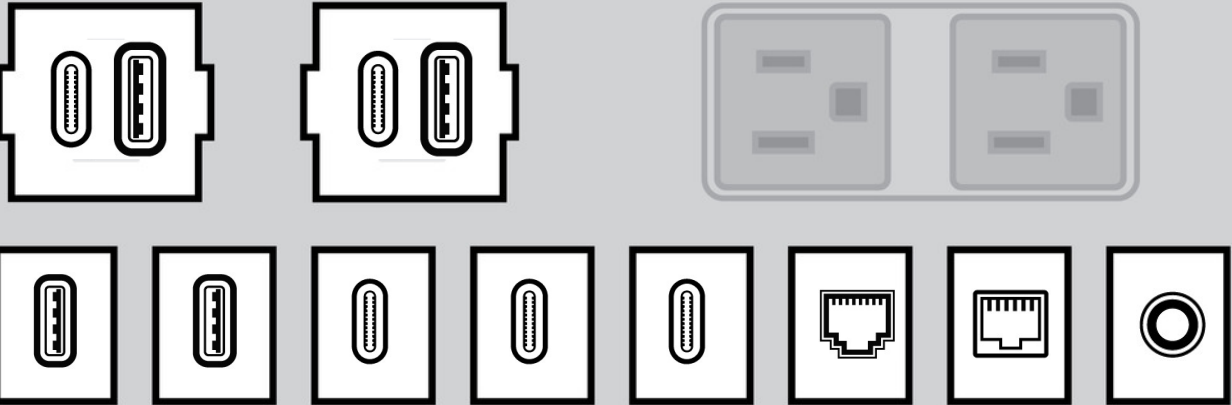
3.5 Stereo

Mercury Base Backup Position

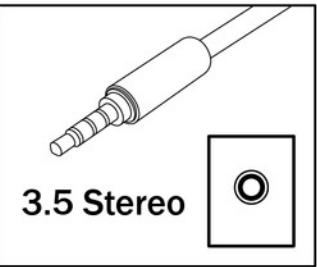
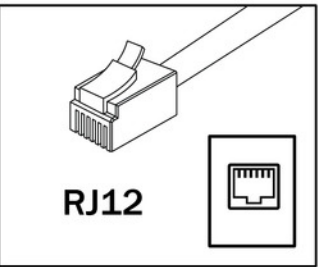
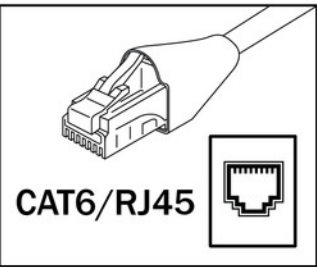
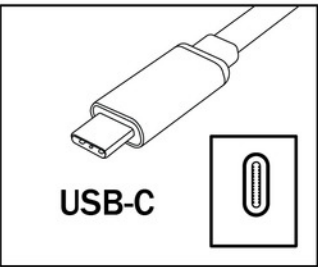
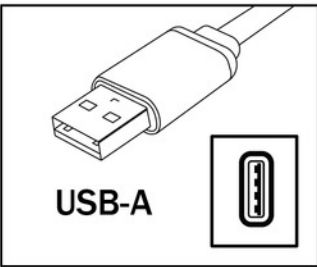
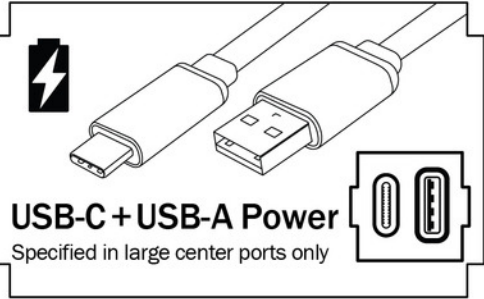
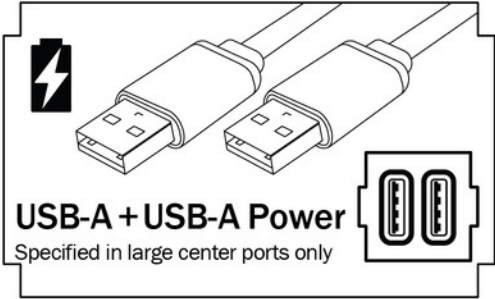


Right User Data Ports

USB power available in large ports only.



Data Port Types



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Project

Independence Police Department

Proposal 1

Quote Revision: 05
Quote Date: 5/2/2025
Drawn By: KM

Watson Sales Rep

Joe Durham

Watson Account Manager

Keerie Mills

Techport Layout

Bill of Material

Project: Independence Police Department

Sold to

Company name: Independence Police Department
Contact Person: Bridget Hammer
Contact Phone: 16203321700
Contact Fax:

Distributor

Company name: Dick Buss & Associates
Salesperson: Joe Durham
Salesperson Phone: 8003472104
Salesperson Fax: 7123897022

watson

26246 Twelve Trees Lane NW Poulsbo, WA 98370
360.394.1300 watsonfurniture.com

#	Qty	Part Number	Description	Sell	Ext. Sell
Main 01					
1	1	0001442	STANDARD SINGLE ARM QC BOLT THROUGH FLAT BACK 180 DEGREE STOP	\$398.40	\$398.40
2	1	0001444	STANDARD DOUBLE ARM QC BOLT THROUGH FLAT BACK 180 DEGREE STOP	\$723.42	\$723.42
3	1	HB6H153918L-G	MERCURY BASE HUB, 15"D x 39"W x 18"H, LEFT HAND, WITH GROMMET	\$736.52	\$736.52
4	1	HB6H153918R-N	MERCURY BASE HUB, 15"D x 39"W x 18"H, RIGHT HAND, NO GROMMET	\$707.69	\$707.69
5	1	HB6W3660C	MERCURY BASE WORKSURFACE, 36"D x 60" W, WITH CONTOUR EDGE, WITH COMBO TECHLINK + POWER	\$1,389.17	\$1,389.17
6	1	HD6H245118C	MERCURY PRO HUB, 24"D x 51"W x 18"H, CENTER	\$4,492.53	\$4,492.53
7	1	HD6H245118L-G	MERCURY PRO HUB, 24"D x 51"W x 18"H, LEFT HAND, WITH GROMMET	\$2,801.93	\$2,801.93
8	1	HD6H245118L-N	MERCURY PRO HUB, 24"D x 51"W x 18"H, LEFT HAND, NO GROMMET	\$2,773.10	\$2,773.10
9	1	HD6H245118R-G	MERCURY PRO HUB, 24"D x 51"W x 18"H, RIGHT HAND, WITH GROMMET	\$2,801.93	\$2,801.93
10	1	HD6H245118R-N	MERCURY PRO HUB, 24"D x 51"W x 18"H, RIGHT HAND, NO GROMMET	\$2,773.10	\$2,773.10
11	4	HD6W3660D	MERCURY PRO WORKSURFACE WITH DEPTH ADJUSTMENT, 36"D x 60"W x 24-50"H, WITH CONTOUR EDGE, DUAL TIER ARRAY	\$5,388.94	\$21,555.76
12	5	HG6TS60G	MERCURY TECH BRIDGE, SINGLE SIDED 12" D X 18"H, FOR A 60"W CONSOLE, WITH GROMMET	\$668.38	\$3,341.88
13	8	HGA	MERCURY ARRAY	\$1,494.02	\$11,952.12
14	2	HGBS1518D-L	MERCURY BRIDGE SPACER, 15"D x 18"H DUAL, LEFT HAND	\$73.39	\$146.78
15	2	HGBS1518D-R	MERCURY BRIDGE SPACER, 15"D x 18"H DUAL, RIGHT HAND	\$73.39	\$146.78
16	1	HGBS2418D-C	MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, CENTER	\$99.60	\$99.60
17	2	HGBS2418D-L	MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, LEFT HAND	\$99.60	\$199.20
18	2	HGBS2418D-R	MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, RIGHT HAND	\$99.60	\$199.20
19	3	HGPSDB242024L	MERCURY PERSONAL STACKER, DOOR BOX, 24"D x, 20"W x 24"H, LEFT HAND	\$849.23	\$2,547.69
20	3	HGSOCBKT42L	MERCURY OUTSIDE CORNER BRACKET, 42"H	\$41.94	\$125.81
21	3	HGSOCBKT42R	MERCURY OUTSIDE CORNER BRACKET, 42"H	\$41.94	\$125.81
22	2	HGSR3954FAC	MERCURY RETURN SCREEN, 39"W x 54"H, FABRIC AND 12" CLEAR ACRYLIC	\$917.38	\$1,834.76
23	5	HGSR5154FAC	MERCURY RETURN SCREEN, 51"W x 54"H, FABRIC AND 12" CLEAR ACRYLIC	\$969.80	\$4,849.00
24	5	HGSS6054FAC	MERCURY SPINE SCREEN, 60"W x 54"H, FABRIC AND 12" CLEAR ACRYLIC	\$1,420.63	\$7,103.13
25	1	HGSWIBKT42	MERCURY WINGED BRACKET, 42"H	\$36.70	\$36.70
26	2	HGTB242030L	MERCURY TECHNOLOGY BASE, 24"D x 20"W x 30"H, LEFT HAND	\$1,284.33	\$2,568.66
27	1	HGTB242030L	MERCURY TECHNOLOGY BASE, 24"D x 20"W x 30"H, LEFT HAND	\$1,483.53	\$1,483.53
28	1	HGTB242030R	MERCURY TECHNOLOGY BASE, 24"D x 20"W x 30"H, RIGHT HAND	\$1,483.53	\$1,483.53
29	1	HGTD2STRO42	MERCURY TEAM DESK STORAGE BASE OPEN, FOR A 42W TEAM DESK	\$613.35	\$613.35
30	1	HGTDLHUBP	MERCURY TEAM DESK LEFT HUB PRO, FOR A TEAM DESK	\$1,876.69	\$1,876.69
31	1	HGTDRHUBP	MERCURY TEAM DESK RIGHT HUB PRO, FOR A TEAM DESK	\$1,719.43	\$1,719.43
32	2	HHC1518	MERCURY HUB COVER, 15"D x 18"H	\$52.42	\$104.84
33	1	HHC2418	MERCURY HUB COVER, 24"D x 18"H	\$62.91	\$62.91
34	1	S23-1003-42L	MODIFIED HGSOCBKT - *MERCURY SPINE SCREEN END CONDITION BRACKET*, 42"H, *LEFT HAND*	\$199.20	\$199.20

Bill of Material

Project: Independence Police Department

Sold to

Company name: Independence Police Department
 Contact Person: Bridget Hammer
 Contact Phone: 16203321700
 Contact Fax:

Distributor

Company name: Dick Buss & Associates
 Salesperson: Joe Durham
 Salesperson Phone: 8003472104
 Salesperson Fax: 7123897022

watson

26246 Twelve Trees Lane NW Poulsbo, WA 98370
 360.394.1300 watsonfurniture.com

#	Qty	Part Number	Description	Sell	Ext. Sell
35	1	S23-1003-42R	MODIFIED HGSOCBKT - *MERCURY SPINE SCREEN END CONDITION BRACKET*, 42"H, *RIGHT HAND*	\$199.20	\$199.20
36	1	S25-0469-5124-C-38	MODIFIED HGTD2SRF - MERCURY TEAM DESK SURFACE, BULLET TOP FOR A TEAM DESK, 51"D x *24"W* x *37.5"H*, *CENTER*	\$605.50	\$605.50
37	5	TXX4X6GROUND	MERCURY, GROUND BAR KIT 4" X 6"	\$131.05	\$655.27
38	5	TXXHGCHS	MERCURY SINGLE CUP HOLDER, 6.7"D X 4.5"W X 2.5"H	\$31.45	\$157.26
39	5	TXXHGDWR	MERCURY PENDANT DRAWER, FOR USE ON MERCURY PRO WORKSURFACES, 5.625"D X 12"W X 2.625"H	\$230.66	\$1,153.28
40	5	TXXTBLSSD	HG SML SINGLE DOOR TECH BRIDGE LIGHTS FOR 60W LINEAR	\$314.53	\$1,572.65
41	5	TXXTECHAUDIO25	TECH LINK, 3.5MM STEREO AUDIO JACK, BLACK, 25' CORD	\$36.70	\$183.48
42	5	TXXTECHDATA25	TECH LINK, CAT6 / RJ45, DATA, BLACK, 25' CORD	\$62.91	\$314.53
43	5	TXXTECHPH25	TECH LINK, RJ11 / RJ12 PHONE JACK, BLACK, 25' CORD	\$31.45	\$157.26
44	18	TXXTECHUSB15	TECH LINK, SINGLE USB A, DATA, BLACK, 15' CORD	\$41.94	\$754.87
45	10	TXXTECHUSBP-ACB	TECH LINK, USB A+C, CHARGER, BLACK	\$146.78	\$1,467.80
46	4	TXXTSCQI	THROUGH SURFACE QI CHARGER	\$204.44	\$817.78
47	19	TXXUSBC-DATA	TECH LINK, SINGLE USB C, DATA, BLACK, 15' CORD	\$73.39	\$1,394.41
48	1	WAKEY-STD	MASTER KEY, STANDARD LOCK (082000)	\$36.70	\$36.70
49	1	WELCOME PACKET	WATSON CONSOLES WELCOME PACKET	\$0.00	\$0.00
				Total Main 01	\$93,444.17

Product Subtotal	\$93,444.17
Product Surcharge (3 %)	\$2,803.33
Installation	\$16,667.00
Freight (Included)	\$0.00
Grand Total	\$112,914.50

Service Order for Additional Equipment

PSAP Name:	Independence Police Department
Contact Name:	Bridget Hammer
Title	Dispatch/Records Supervisor
Phone:	620-332-1700
Cell:	620-515-4378
Email:	bridgeth@independencesks.gov



Base Package

Airbus DS Vesta call handling position
22" Monitor
Instant Recall Recorder (IRR)
SAM Audio Device
Genovation Keypad

Vela mapping Solution with Monitor
24x7 Managed Services Monitoring of CPE
PM Services for duration of contract
Full installation, testing, maintenance training
ECaTS MIS

1 Base Package @ \$18,000 ea. = \$ 18,000.00 *- 3rd station*

Qty	Item	NRC	ARC
	ACD Position	\$ 0.00	\$ 0.00
	Wall Display Board	\$ 0.00	\$ 0.00
	Serial Data Spill - 4 port	\$0.00	\$ 0.00
	Analog Admin phone Gateway - 4 port	\$0.00	\$ 0.00
	Touchscreen Monitor	\$ 0.00	\$0.00
1	Softphone Package (Half Position)	\$0.00	\$ 1,300.00
	Total Options	\$ 0.00	\$ 1,300.00

- Supervisor office

Total This Service Order \$ 19,300.00

New Annual Invoice Total \$ 55,900.00

Approved by:

Date:

(Name and Title)

For the 3rd Station.

QUOTE

Priority Dispatch Corp.

110 Regent Street, Suite 500

Salt Lake City, UT 84111
USA

www.prioritydispatch.net

Prepared By: Gessie Schechinger

Phone: (800) 363-9127

Direct: +1 8015203648

Email: gessie.schechinger@prioritydispatch.net

Agency:

Independence Police Department

Agency ID#:

KS

Quote #:

9953

Date:

Q-79277

Offer Valid Through:

3/31/2025

Payment Terms

7/29/2025

Net 30

Currency:

USD

Bill To:

Independence Police Department KS
120 N. 6th St.

Independence, Kansas 67301
United States

Ship To:

Independence Police Department KS

ATTN: Bridget Hammer

120 N 6th St

Independence, Kansas 67301

United States

Product	Discipline	Qty	Amount
ProQA Production/Live License Automated calltaking software	Medical	1	USD 4,675.00
Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades	Medical	1	USD 1,400.00

Quote Notes

Subtotal	USD 6,075.00
Discount	USD 0.00
Total	USD 6,075.00

Subtotal	USD 6,075.00
Total	USD 6,075.00

Customer Signature:

Date:

Customer Name:

Purchase Order ID:

Expiration Date:

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 22, 2025**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider requesting proposals for a solid waste contract.

SUMMARY RECOMMENDATION Authorize request.

BACKGROUND The 10 year contract for acceptance of solid waste from the City is nearly at the end of its term on September 30, 2025. Attached is a request for proposals with the goal of obtaining a new long-term contract for these services.

FINANCIAL INFORMATION No costs are incurred until services are contracted.

SUGGESTED MOTION I move to authorize issuance of the request for proposals for solid waste services.

SUPPORTING DOCUMENTS

1. RFP - Solid Waste Contract

SOLID WASTE DISPOSAL SERVICES FOR THE CITY OF INDEPENDENCE, KANSAS

REQUEST FOR PROPOSALS DUE BY JULY 10th, 2025 AT 2 P.M.

The City of Independence, Kansas is seeking proposals from qualified firms for transportation and/or landfill disposal service including the financing, construction, operation, and maintenance of alternative processes for the municipal solid waste delivered to the landfill. **Proposals must be submitted to the Independence City Clerk's Office by 2 P.M. on Thursday, July 10th, 2025 at 120 North 6th Street in Independence, Kansas.** Proposals will be publicly opened at that time. Proposals should be sealed and plainly marked on the exterior to indicate that they are in response to this request. Emailed proposals will not be considered.

BACKGROUND

The City provides solid waste disposal services for refuse collected from the citizens and business of Independence, Kansas. The successful firm shall demonstrate the necessary qualifications, facilities, equipment, staffing, and financial resources to provide a method of disposal of solid waste without interruption, along with the reliability to provide the required services.

The City collects approximately 6,000 tons/year of municipal solid waste and is seeking to obtain a long-term contract for landfill disposal services or transportation and landfill disposal services. The City invites proposals from landfill operators to provide the services in a cost-effective manner, however, any option that the City considers must collect and dispose of the waste in an economically viable and legal manner. The City welcomes multiple proposals from any operator and will consider innovative options including any financing assistance that the operators might want to provide to the City for meeting its basic waste collection function, i.e. landfill operator providing extra equipment for the City during the life of the contract.

SCOPE OF CONTRACT

The City will consider any and all proposals, however, the preference is for a five (5) or a ten (10) year contract.

INFORMATION TO BE SUBMITTED WITH THE PROPOSAL

The proposals shall provide information outlining the proposed services which addresses, but not limited to, the following components:

An explanation of the background of the firm, including:

- Years in business
- Names of the officers and directors
- Other similar projects in development, construction, or operation
- Financial information to indicate financing plan for the successful operation
- Any joint ventures
- Any other contracts with local governments
- List any notices of violations for the last three years

An explanation of the proposed plan

- Provide a description of each step in the services
- Provide description of all phases of implementation, if applicable

Schedule for implementation.

An estimate of the cost of the plan.

List of local, state, and federal permits needed to begin operation.

Identify the amount of waste the plan will accommodate.

List hours of operation and if there is any provision for opening on Holidays or extra days if needed (such as if a disaster occurs).

SCALES

The firm will use certified scales to weigh all solid waste brought to the landfill or transfer location. The scales must be re-certified a minimum of every four (4) months and a copy of the certification made available to the City upon request.

INSURANCE

The firm agrees to maintain a minimum of \$10,000,000.00 combined property damage and bodily liability insurance applicable to the landfill operation and will provide the City with a certificate of such insurance upon request.

The City will be an additional insured on the insurance policy and will be notified upon cancellation thereof.

INDEMNIFICATION

The firm will agree to indemnify, save harmless and defend the City from and against any and all claims, liabilities, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily

injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders to the extent cause by the firm's breach of contract, or be the negligent or willful acts of omissions of the firm, its employees and/or agents in the performance of the contract including any long term environmental liabilities.

GOVERNING LAW

The contract will be governed by and construed in accordance with the laws of the State of Kansas, without regard to that State's conflicts of law provisions.

NOTICES

All notices or other communications by the proposer shall be given in writing addressed to John Garriss, City Engineer at engineer@independencems.gov

RIGHT OF CITY TO REJECT

The City reserves the right to reject any or all proposals received because of the request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the City. The City also reserves the right to waive irregularities.

DISPOSAL RATE

The Landfill will charge disposal rates as provided in "ATTACHMENT A".

ATTACHMENT A

The City of Independence Disposal and Haul Rates for Municipal Solid Waste, Construction and Demolition Waste, and Water and Wastewater Residual Particulate Waste, Recycle.

Disposal Site Name: _____

Disposal Site Address: _____

Disposal Municipal Solid Waste,
Construction & Demolition Waste, PER TON.

**Municipal Solid
Waste**

**Construction
& Demolition Waste**

Disposal Rate **with all fees included:** _____

**Water and Wastewater
Residual Particulates**

Disposal Rate **with all fees included:** _____

Form completed by:

Name

Title

Company

Mailing Address

Office Phone Number

City, State, Zip

Company Website

E-mail Address



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 22, 2025**

Department Housing

Director Approval April Nutt

AGENDA ITEM Consider approving a Downtown Independence Building Grant for 106-110 North 8th Street submitted by Trident Partnership LLC.

SUMMARY RECOMMENDATION City staff recommends approving Trident Partnership LLC Downtown Independence Building Grant for 106-110 North 8th.

BACKGROUND Trident Partnership LLC, a downtown developer, has purchased six downtown buildings for the purpose of renovating them. The anticipated budget for rehabilitating the building located at 106-110 North 8th is \$2,354,000. When completed, there will be three commercial spaces with four one-bedroom and one two-bedroom apartments.

FINANCIAL INFORMATION The grant amount for this application will meet the maximum grant funding available of \$25,000, which is the amount being requested. The City's budget allows for \$100,000 annually, which currently has \$100,000 available.

SUGGESTED MOTION I move to approve Trident Partnership LLC's Downtown Independence Building Grant in the amount of \$25,000 for the building located at 106-110 North 8th Street.

SUPPORTING DOCUMENTS

1. Grant app + docs 106 N 8th



DOWNTOWN INDEPENDENCE BUILDING GRANT

The Downtown Independence Building Grant Program is established for the sole purpose of aiding in the preservation of the structural integrity of existing commercial buildings located within the Central Business District of the City of Independence to maintain the economic stability of the Central Business District. This grant provides a 25% reimbursement for eligible expenses with a maximum funding of \$25,000 per building.

Neighborhood Revitalization District

To take part in the Downtown Independence Building Grant Reimbursement Program, a property must be located in a Neighborhood Revitalization District.

Eligibility

To qualify to participate in the Downtown Independence Building Grant Program, applicants must meet the following:

- The property must be located within the designated Central Business District
- Applicant must provide proof of ownership
- The property's real estate taxes must be paid and current.
- City utility bills must be current on all properties in the applicants name or ownership.
- Applicant must provide proof of adequate property insurance on the property
- Applicant may only have one open application at a time
- 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.
- 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).

Eligible Improvements/costs include:

- Electrical upgrade to include breaker box, wiring and receptacles.
- Electrical Meter Service and disconnect upgrades
- Plumbing service line replacement and interior plumbing
- Fire Sprinkler installation (does not cover design and plan development)
- Façade restoration (tuckpointing)
- Masonry
- Window and exterior door repair or replacement (condition warrants need, cosmetic improvements are not reimbursable)
- Gutters
- Exterior electrical work related to service entrance code compliance or safety
- Roofs (condition warrants need, cosmetic improvements are not reimbursable)
- Footings and foundation
- Flooring structural systems (not floor coverings or underlayment)
- Load bearing or structurally necessary walls, partitions, or other vertical support
- Ceiling structure support, roof and/or ceiling – roof supports or other horizontal structures
- Actual material and installation costs



Ineligible Improvements/costs include:

- Cosmetic improvements where condition does not directly contribute to the need of the improvement
- Restructuring or remodeling
- Exterior painting
- Contractor profit and overhead, bond and insurance costs
- Sweat equity
- Design and inspection costs
- Any work completed prior to final application approval

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

How to Apply and Program Process/Compliance

- The City will start accepting applications on an ongoing basis
- Grant money will be distributed on a first come, first served basis until all funding is appropriated.
- Applications can be emailed to davidc@independenceks.gov or received at City Hall, 811 W. Laurel St., Independence, KS, 67301. Attn: Downtown Independence Building Grant Application
- Upon receipt of application, City Staff will contact the applicant for review of the application and proposed work.
- Buildings will require a minimum exterior inspection; all building codes, ordinance and other applicable regulations for Central Business District must be met. A written report will be provided to the review committees.
- After a complete application is received, a 45-day review period will commence for review by the following committees. Each committee shall provide a written recommendation after review.
 - CBDDB Grant Program Committee
 - City Manager
 - Assistant City Manager – Chair
 - Director of Finance
 - Housing Authority Director (non-voting)
 - Economic Development Advisory Board Representative (non-voting)
 - Building Inspector (non-voting)
 - Main Street Director (non-voting)
 - Independence Historic Preservation & Resource Commission
- Following approval from abovementioned review committees, applications will go before the Commission for final approval at the next regular commission meeting
- A scope and timeline of work must be submitted to the Building Department within 90 days of notification of approval
- Projects must be completed within 6 months after a building permit is issued. One 6-month extension may be granted with written approval prior to the initial 6-month deadline.
- Contractor(s) utilized to perform improvements must have a current Independence Occupational license, and if appropriate professional license.
- City staff will perform a monthly review of the project and provide written/photographic documentation.
- City staff shall have the right of entry with 24-hour notice, or immediately if imminent danger is present
- All building codes and ordinances will be adhered to during the duration of the project.
- Applicant will provide documentation from a structural engineer that certifies any work relating to the



structural integrity of the building was properly completed.

- Applicant shall be responsible for all safety conditions and compliance with all federal, state, and local laws.
- Any design/scope changes after initial approval must be submitted to the Building Inspector and go through the committee review and commission approval process.
- Failure to obtain approval for the change order could make changes ineligible for funding.



DOWNTOWN INDEPENDENCE BUILDING GRANT

To be completed by the applicant:

Owner of Record (must be applicant): Chris Stemler-Trident Partnerships

Phone: [REDACTED]

Email: [REDACTED]

Mailing Address: 3321 SW Westover Rd

Property Address: 106 N. 8th

Topeka, KS 66604

Independence, KS 67301

Description of Proposed Improvements:

Full building remodel of interior and exterior. Commercial storefront on first floor and residential units on upper story.

Estimated Total Cost of Improvements: \$ 2,353,978.00

Estimated Cost of Eligible Improvements: \$ _____ Grant Funding Requested: \$ 25,000.00

Anticipated Project Start Date: 1/1/23

Anticipated Project Completion Date: 12/31/23

Required supplemental documentation:

☒ Detailed breakdown of estimated project expenses, including non-eligible work

☒ Bids/Quotes/Estimates to support estimated project cost.

☐ Architectural/Engineer stamped drawings and Contractor drawings and description of work

☐ Contact Information for lending institution, if financed by a loan

☒ Copy of current insurance policy

☒ Property Tax Statement

Architect / Engineer / Contractor Information:

Contact: Miranda Bruening Phone: 620-205-8487 Email: miranda@echelonad.com

Business Name: Echelon Arch + Design City License: # _____ Services: Architectural

Contact: Pat Tolin Phone: (785)260-6639 Email: PatT@theMCPGROUP.com

Business Name: MCP Group City License: # _____ Services: Contracting



Contact: Russ Redford Phone: (316)684-9600 Email: rredford@mkec.com

Business Name: MCEK Engineering City License: # Services: Structural Engineering

Contact: Scott McKinley Phone: (785)273-2447 Email: scott.mckinley@pkmreng.com

Business Name: PKMR Engineering City License: # Services: MEP Engineering

By agreeing to participate in this program, the applicant or their architects, engineers, contractors, or others will not seek to hold the City or their agents, employee, officers, and/or Commissioners liable for any property damage, personal injury, or other loss related in any way to the Downtown Independence Building Grant Program.

By signing below, I agree to the participate in the program as outlined, to provide all required information and verifications of work, and to maintain the property and improvements, including, but not limited to promptly removing graffiti, sweeping, and shoveling in front of the property. I certify that to the best of my knowledge all the information provided is truthful and factual. I understand that by participating in this 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: ____/____/____

Applications may be emailed to: davidc@independenceks.gov or sent to:
City Hall, 811 W. Laurel St., Independence, KS, 67301. Attn: CBDCEB Grant Application

FOR CITY OFFICE USE BELOW

___ Improvements are Eligible for Grant

___ Real Estate Taxes Current ___ City Bills Current

___ Required Supplemental Documentation 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 Completion Date: ____/____/____ Reviewed By: _____

Program Close-Out Documentation

___ After Pictures Taken

___ Improvements Meet City Code and Building Requirements

___ Receipts Received (50% Completion) Date: ____/____/____

Amount: \$ _____ Payment (25%): \$ _____ By: _____

___ Receipts Received (100% Completion) Date: ____/____/____

Amount: \$ _____ Payment (25%): \$ _____ By: _____

Information contained in this document will be confidential and only used for the purpose of granting the application.

SCHEMATIC BUDGET

106 N 8th Bookstore

Estimator |
Date |

Brian Murphy
11/4/2022

DIVISION	DESCRIPTION	COST
Division 1	Site Supervision	\$163,553
	Project Management	\$21,215
Division 2	Site Conditions	\$76,587
Division 3	Concrete	\$35,800
Division 4	Masonry	\$103,136
Division 5	Steel	\$40,662
Division 6	Carpentry	\$238,988
Division 7	Thermal and Moisture Protection	\$114,111
Division 8	Doors and Windows	\$239,806
Division 9	Finishes	\$405,006
Division 10	Specialties	\$24,380
Division 11	Equipment	\$22,850
Division 12	Furnishings	\$27,650
Division 13	Special Construction	\$0
Division 14	Conveying Systems	\$0
Division 21	Fire Suppression	\$36,760
Division 22	Plumbing	\$103,000
Division 23	HVAC	\$113,958
Division 26	Electrical	\$157,198
Division 31	Sitework	\$4,928
Division 32	Site Improvements	\$10,500
Division 33	Site Utilities	\$30,625
	General Conditions	
	Schedule and PM Software	\$15,194
	Safety	\$4,577
	Field Office	\$7,851
	Temporary Toilets	\$2,800
	Plans and Printing	\$1,500
Subtotal Construction Costs		\$2,002,635
General Liability Insurance		\$16,902
Contractor Overhead		\$60,222
Contractor Fee		\$60,222
Total Construction Costs		\$2,139,980
Estimating Contingency 10%		\$213,998
Total Construction Costs w/Contingency		\$2,353,978

EXECUTIVE SUMMARY

Plans Dated	10/19/2022
Plans Titled	106 N 8th St. Preliminary
Sales Tax Rate:	9.50%
Site Sq. Ft.	N/A
Building Sq. Ft.	8,804
Total Units 5 units, 3 lease spaces	8
Cost per Sq. Ft.	\$267.38
Cost per Unit	\$294,247
Construction Duration	7-8 Months
Anticipated Construction Start	1st Q 2023

STANDARD EXCLUSIONS

Permit Fees	Development Fees + Permits
Tap Fees	Utility Company Fees
Meter Fees	Utility Usage Fees
Design Fee	Hazardous Material Abatement
Shoring	Dry/Wet Utility Extensions
Signage	Temp Heat/Cooling
Performance + Payment Bonds	Winter Conditions
Site Disturbance Permits	Asbestos Abatement
Builders Risk Insurance	Lead Paint Abatement
Furniture, Fixtures, Equipment	Builders' Risk Deductible
Audio Visual Equipment	OCIP Insurance
Telecommunication Equipment	Rock + Excavation
Temporary Utility Services for Construction	Unsuitable Soils
Prevailing/Davis Bacon Wages	ERRC Testing/Systems

POTENTIAL ALTERNATE/OPTIONAL COSTS

Building Permit Fee Allowance	\$12,332
Builders Risk Insurance	\$18,780
Add tin ceilings to retail Spaces	\$98,784





106 N 8th Bookstore

Detailed Breakdown

Spec Section	Description	Quantity	Unit	Unit Price	Subcontract Amount	Unit Price	Materials & Equipment	Man Hours	Labor	Total
Division 2										
20000	Site Conditions									
	Jobsite Security	1	ls	MCP	\$2,876	\$0.00	\$0	0	\$0	\$2,876
	Project Signage	1	ls	MCP	\$986	\$0.00	\$0	0	\$0	\$986
	On-Site Safety	1	ls	MCP	\$3,500	\$0.00	\$0	0	\$0	\$3,500
	Temporary Fence	1	ls	MCP	\$2,063	\$0.00	\$0	0	\$0	\$2,063
	Miscellaneous Materials	1	ls	MCP	\$5,694	\$0.00	\$0	0	\$0	\$5,694
	Miscellaneous Rentals	1	ls	MCP	\$1,752	\$0.00	\$0	0	\$0	\$1,752
	Demolition	9,919	sf	\$3.00	\$29,757	\$0.50	\$4,960	0	\$0	\$34,717
	Abatement	1	ls	\$25,000.00	\$25,000	\$0.00	\$0	0	\$0	\$25,000
		1	ls		\$0	\$0.00	\$0	0	\$0	\$0
	Total Site Conditions									\$76,587
Division 3										
30000	Concrete									
	Concrete Testing	1	ls	MCP	\$0	\$0.00	\$0	0	\$0	\$0
	Concrete	400	sf	\$25.00	\$10,000	\$0.00	\$0	0	\$0	\$10,000
	Floor prep	4,300	sf	\$4.00	\$17,200	\$0.00	\$0	0	\$0	\$17,200
	Gypcrete	4,300	sf	\$2	\$8,600	\$0.00	\$0	0	\$0	\$8,600
	Total Concrete									\$35,800
Division 4										
40000	Masonry									
	Masonry Testing	1	ls	MCP	0	\$0.00	\$0	0	\$0	\$0
	Masonry Restoration	1	ls	\$100,000.00	\$100,000	\$0.00	\$0	0	\$0	\$100,000
	Masonry Infill	98	sf	\$32.00	\$3,136	\$0.00	\$0	0	\$0	\$3,136
					\$0	\$0.00	\$0	0	\$0	\$0
	Total Masonry									\$103,136
Division 5										
50000	Steel									
	Steel Testing	1	ls	MCP	\$0	\$0.00	\$0	0	\$0	\$0
	Equipment and Fuel	1	ls	MCP	\$10,692	\$0.00	\$0	0	\$0	\$10,692
	Stairs with Railings	1	ea	\$9,600.00	\$9,600	\$0.00	\$0	48	\$3,120	\$12,720
	Railings	70	lf	\$125.00	\$8,750	\$0.00	\$0	0	\$0	\$8,750
	Misc Steel	1	ls	\$8,500.00	\$8,500	\$0.00	\$0	0	\$0	\$8,500
					\$0	\$0.00	\$0	0	\$0	\$0
	Total Steel									\$40,662



106 N 8th Bookstore Detailed Breakdown

Spec Section	Description	Quantity	Unit	Unit Price	Subcontract Amount	Unit Price	Materials & Equipment	Man Hours	Labor	Total
Division 6										
60000	Carpentry									
	Daily Cleanup	1	ls	MCP	\$25,958	\$0.00	\$0	0	\$0	\$25,958
	Dumpsters	1	ls	MCP	\$7,777	\$0.00	\$0	0	\$0	\$7,777
	Framing Foreman	2	mo	\$14,875.00	\$29,750	\$0.00	\$0	0	\$0	\$29,750
	Wall Framing	749	lf		\$0	\$24.00	\$17,976	224	\$14,560	\$32,536
	Floor Framing/ceiling framing	1,500	sf	\$8.00	\$12,000	\$17.00	\$25,500	0	\$0	\$37,500
	Base	2,000	lf		\$0	\$6.50	\$13,000	80	\$5,200	\$18,200
	Finish Carpentry	9,619	sf	\$4.00	\$38,476	\$1.60	\$15,390	0	\$0	\$53,866
	Exterior deck	300	sf		\$0	\$10.00	\$3,000	24	\$1,560	\$4,560
	Shelving	53	lf		\$0	\$8.50	\$451	12	\$780	\$1,231
	Counter tops	251	sf	\$110.00	\$27,610	\$0.00	\$0	0	\$0	\$27,610
					\$0	\$0.00	\$0	0	\$0	\$0
	Total Carpentry									\$238,988
Division 7										
70000	Thermal Moisture Protection									
	Roofing	4,550	sf	\$18.05	\$82,148	\$0.00	\$0	0	\$0	\$82,148
	Spray Foam Insulation	4,550	sf	\$4.50	\$20,475	\$0.00	\$0	0	\$0	\$20,475
	Building Insulation	8,988	fsf	\$1.00	\$8,988	\$0.00	\$0	0	\$0	\$8,988
	Caulking	1	ls	\$2,500.00	\$2,500	\$0.00	\$0	0	\$0	\$2,500
					\$0	\$0.00	\$0	0	\$0	\$0
	Total Thermal Moisture Protection									\$114,111
Division 8										
80000	Doors and Windows									
	Store front glass	406	sf	\$95.00	\$38,570	\$0.00	\$0	0	\$0	\$38,570
	Leaded glass	160	sf	\$160.00	\$25,600	\$0.00	\$0	0	\$0	\$25,600
	Store front Entry Doors	6	ea	\$2,500.00	\$15,000	\$0.00	\$0	0	\$0	\$15,000
	Window restoration	32	ea	\$2,800.00	\$89,600	\$0.00	\$0	0	\$0	\$89,600
	New windows	9	ea	\$3,500.00	\$31,500	\$0.00	\$0	0	\$0	\$31,500
	Exterior doors	6	ea	\$2,500.00	\$15,000	\$0.00	\$0	0	\$0	\$15,000
	Interior doors	30	ea	\$450.00	\$13,500	\$0.00	\$0	0	\$0	\$13,500
	Closet doors	10	ea	\$350.00	\$3,500	\$0.00	\$0	0	\$0	\$3,500
	Door Hardware	52	EA	\$125.00	\$6,500	\$0.00	\$0	0	\$0	\$6,500
	Mirrors	130	sf	\$8.00	\$1,036	\$0.00	\$0	0	\$0	\$1,036
	Total Doors and Windows									\$239,806



106 N 8th Bookstore Detailed Breakdown

Spec Section	Description	Quantity	Unit	Unit Price	Subcontract Amount	Unit Price	Materials & Equipment	Man Hours	Labor	Total
Division 9										
90000	Finishes									
	Drywall	17,967	sf	\$4.00	\$71,868	\$0.00	\$0	0	\$0	\$71,868
	Ceilings	9,190	sf	\$6.50	\$59,735	\$0.00	\$0	0	\$0	\$59,735
	Plaster repair	6,600	sf	\$3.00	\$19,800	\$0.00	\$0	0	\$0	\$19,800
	Tile	486	sf	\$15.00	\$7,290	\$0.00	\$0	0	\$0	\$7,290
	Wall Tile	970	sf	\$16.00	\$15,520	\$0.00	\$0	0	\$0	\$15,520
	Painting	9,190	sf	\$4.75	\$43,653	\$0.00	\$0	0	\$0	\$43,653
	Flooring	7,566	sf	\$14.00	\$105,924	\$0.00	\$0	0	\$0	\$105,924
	Stairs	24	ea	\$120.00	\$2,880	\$0.00	\$0	0	\$0	\$2,880
	Finish Foreman	5	mo	\$14,875.00	\$74,375	\$0.00	\$0	0	\$0	\$74,375
	Final Cleaning	1	ls	MCP	\$3,962	\$0.00	\$0	0	\$0	\$3,962
	Total Finishes									\$405,006
Division 10										
100000	Specialties									
	restroom Accessories	8	ea	\$450.00	\$3,600	\$0.00	\$0	32	\$2,080	\$5,680
	Fire Extinguishers	8	ea	\$175.00	\$1,400	\$0.00	\$0	0	\$0	\$1,400
	Knox Box	1	ea	\$500.00	\$500	\$0.00	\$0	0	\$0	\$500
	Signage	1	ls	\$15,000.00	\$15,000	\$0.00	\$0	0	\$0	\$15,000
	Postal Specialties	12	ea	\$150.00	\$1,800	\$0.00	\$0	0	\$0	\$1,800
					\$0	\$0.00	\$0	0	\$0	\$0
	Total Specialties									\$24,380
Division 11										
110000	Equipment									
	Residential Equipment	5	ea	\$4,050.00	\$20,250	\$0.00	\$0	40	\$2,600	\$22,850
					\$0	\$0.00	\$0	0	\$0	\$0
	Total Equipment									\$22,850
Division 12										
120000	Furnishings									
	Cabinets	172	sf	\$125.00	\$21,500	\$0.00	\$0	0	\$0	\$21,500
	Window blinds	41	ea	\$150.00	\$6,150	\$0.00	\$0	0	\$0	\$6,150
	Total Furnishings									\$27,650
Division 21										
210000	Fire Suppression									
	Fire Sprinkler	9,190	sf	\$4.00	\$36,760	\$0.00	\$0	0	\$0	\$36,760



106 N 8th Bookstore Detailed Breakdown

Spec Section	Description	Quantity	Unit	Unit Price	Subcontract Amount	Unit Price	Materials & Equipment	Man Hours	Labor	Total
					\$0	\$0.00	\$0	0	\$0	\$0
Total Fire Suppression										\$36,760
Division 22										
220000	Plumbing									
	Units common	5	ea	\$14,000.00	\$70,000	\$0.00	\$0	0	\$0	\$70,000
		3	ea	\$11,000.00	\$33,000	\$0.00	\$0	0	\$0	\$33,000
Total Plumbing										\$103,000
Division 23										
230000	HVAC									
	Temporary Heat/AC/Enclosures	1	ls	MCP	\$16,000	\$0.00	\$0	0	\$0	\$16,000
	HVAC Units	6	ea	\$12,000.00	\$72,000	\$0.00	\$0	0	\$0	\$72,000
	Retail	3	ea	\$14,000.00	\$25,958	\$0.00	\$0	0	\$0	\$25,958
Total HVAC										\$113,958
Division 26										
260000	Electrical									
	Temporary Electric (Job Trailer)	1	ls	MCP	\$3,600	\$0.00	\$0	0	\$0	\$3,600
	Electrical	5	ea	\$18,000.00	\$90,000	\$0.00	\$0	0	\$0	\$90,000
	Retail	3	ea	\$14,000.00	\$42,000	\$0.00	\$0	0	\$0	\$42,000
	F/A	9,190	sf	\$0.90	\$8,271	\$0.00	\$0	0	\$0	\$8,271
	Low Voltage	9,191	sf	\$1.45	\$13,327	\$0.00	\$0	0	\$0	\$13,327
Total Electrical										\$157,198
Division 31										
310000	Earthwork									
	Staking and Surveying	1	ls	MCP	\$0	\$0.00	\$0	0	\$0	\$0
	Temporary Roads/Staging	1	ls	MCP	\$0	\$0.00	\$0	0	\$0	\$0
	Traffic Control	1	ls	MCP	\$4,928	\$0.00	\$0	0	\$0	\$4,928
	Soils Testing	1	ls	MCP	\$0	\$0.00	\$0	0	\$0	\$0
					\$0	\$0.00	\$0	0	\$0	\$0
Total Earthwork										\$4,928
Division 32										
320000	Site Improvements									
	Concrete Improvements	700	sf	\$15.00	\$10,500	\$0.00	\$0	0	\$0	\$10,500
					\$0	\$0.00	\$0	0	\$0	\$0
Total Site Improvements										\$10,500



106 N 8th Bookstore

Detailed Breakdown

Spec Section	Description	Quantity	Unit	Unit Price	Subcontract Amount	Unit Price	Materials & Equipment	Man Hours	Labor	Total
Division 33										
330000	Site Utilities									
	Sanitary Sewer	50	lf	\$200.00	\$10,000	\$0.00	\$0	0	\$0	\$10,000
	Water Distribution	75	lf	\$275.00	\$20,625	\$0.00	\$0	0	\$0	\$20,625
	Storm Sewer				\$0	\$0.00	\$0	0	\$0	\$0
	Storm Sewer Detention				\$0	\$0.00	\$0	0	\$0	\$0
	Total Site Utilities									\$30,625

Qualifications and Assumptions

Division 1

Assumes a 8 month project. Excludes hazardous material testing and special inspections.
Includes an allowance of \$16,000 for temp heat and building power during construction.
Excludes KS Remodel Tax

Division 2

Includes demo of site and selective demo of building interiors.
Excludes any testing of hazardous materials. An Abatement allowance of \$25,000 is included.

Division 3

Includes interior utility trench infill, light weight floor level and gypcrete.

Division 4

Includes masonry infills and an allowance of \$100,000 for masonry restoration and repair.

Division 5

Includes exterior steel stairs, railings and deck railings .

Division 6

Includes all rough carpentry, wood blocking, exterior decking, finish carpentry labor
Wood base, closet shelving, and stone counter tops.
Assumes 1500 sf of second level floor assembly and roof assembly replacement.

Division 7

Includes R and R of roof ,flashings, gutters and downspouts, exterior caulking,
building insulation for partition wall insulation, metal trims and open cell spray foam roof insulation.

Division 8

Includes all doors and hardware, aluminum and glass store front, replacement windows,
window restoration and mirrors.

Division 9

Includes drywall, plaster repair, painting, floor finishes, tile, and vinyl stair treads.
Flooring Assumptions include wood floors with tile restrooms.
Assumes tile tub and shower surrounds, wainscot tile in retail restrooms, tile back splashes in kitchens.

Division 10

Includes signage, Knox boxes, restroom accessories, mailboxes, fire extinguishers.
A signage allowance of \$15,000 is included.

Division 11

Includes residential appliances for 5 units. Includes washers and dryers.

Division 12

Includes residential casework for 5 units.
Includes louvered window blinds at residential units.

Division 14

Not used

Division 21

Includes new NFPA 13 fire sprinkler. Excludes Fire pump if required

Division 22

Includes a new water, waste, vents and fixtures in all new units and public restrooms.
Assumes Pex, PVC and CPVC are allowable, builder grade fixtures.
Individual water heaters assumes all electric.

Division 23

Includes individual split systems with roof or ground mounted condensers and restroom venting.
Assumes all electric. Includes HVAC split systems and restroom venting in lease areas.

Division 26

Includes complete new power distribution, switching and light fixtures. Includes fire alarm and
cable installation. Lease space has new entry equipment, lighting, code compliant
egress lighting and F/A. Assumes all units are individual meters.

Division 31

Excludes any termite treatments.

Division 32

Includes 700 sf concrete replacement at entries and utility trenches.

Division 33

Includes new 6" fire line to building (75 lf), New domestic water lines (75 lf), New
sanitary sewer lines (50lf) .
Excludes meters and access fees.



REAL ESTATE TAX STATEMENT

NANCY CLUBINE
MONTGOMERY CO TREASURER
PO BOX 767
INDEPENDENCE, KS 67301
620-330-1100

TAX YEAR	STATEMENT#	TAXPAYER ID	TAXPAYER NAME(S)
2022	84057	WALD0006	WALDEN PONDER LLC

PROPERTY DETAILS

Owner . . WALDEN PONDER LLC

Uni t . I NDEPENDENCE CI TY- USD446- BOND-
Legal . I C 000585

Parcel . 108- 43570
CAMA #. 099- 31- 0- 20- 10- 008- 00- 0- 01
Subdi v. W49 Bl k. Lot s.
Sec. . . . 31 Twn. 32 Rng. 16

Address. 106 N 8TH STREET

Deed I n f o r m a t i o n:
WALDEN PONDER LLC
1654 S BROOKS AVE

FAYETTEVI LLE, AR 72701

Val ues:	Code.	CU	Land.	1395	I m p r .	1545	Penal t y.	0	Tax.	580. 92
		RU		642		697		0		237. 80
Val u e T o t a l s				2037		2242		0		818. 72
			Ag A c r e s .	. 2						
Levy. 197. 59100					1st H a l f	2nd H a l f			Tot a l T a x	
Real E s t a t e T a x A m o u n t					409. 36	409. 36			818. 72	
TOTAL TAXES TH S STATEMENT					409. 36	409. 36			818. 72	*
TOTAL PAI D TH S STATEMENT					409. 36	409. 36			818. 72	*
TOTAL DUE TH S STATEMENT					. 00	. 00			. 00	*

PLEASE MAKE
PAYMENT TO:

MONTGOMERY CO TREASURER
PO BOX 767
INDEPENDENCE, KS 67301

TAX DISTRIBUTION SUMMARY						
State . .	6. 42	City . . .	233. 28	School . .	175. 39	Speci al A s s e s s m e n t s
County . .	206. 17	Townshi p	. 00	Li b r a r y .	. 00	Tot a l . .
Fire	. 00	Cemeter y	. 00	O t h e r . . .	197. 46	. 00

YOUR ASSESSED VALUE				
Property Class	2021	2022	Val u e C h a n g e	% C h a n g e
Resi d e n t i a l *	1, 336	1, 339	3	. 2
Non- Resi d e n t i a l	2, 945	2, 940	- 5	- . 2
TOTAL	4, 281	4, 279	- 2	. 0

* The first \$2300 in residential assessed value is exempt from the Statewide USD Mill Levy.

YOUR MILL LEVIES				YOUR TAXES			
Taxi n g A u t h o r i t y	2021	2022	% C h g	2021	2022	\$ C h g	% C h g
STATE	1. 50000	1. 50000	. 0	6. 42	6. 42		
COUNTY	52. 11700	48. 18000	- 8. 2	223. 13	206. 17	- 16. 96	- 8. 2
STATEW DE USD*	20. 00000	20. 00000	. 0	58. 90	58. 80	- . 10	- . 2
USD 446	26. 92500	27. 24700	1. 2	115. 27	116. 59	1. 32	1. 1
I n d e p e n d e n c e C i t y	54. 62900	54. 51500	- . 2	233. 87	233. 28	- . 59	- . 3
General Fund - ICC	42. 77500	39. 78000	- 7. 5	183. 12	170. 22	- 12. 90	- 7. 6
Capital Outlay - ICC							
Rec Comm Emp Bene. USD44	1. 00000	. 99900	- . 1	4. 28	4. 27	- . 01	- . 2
Recreation Comm USD 446	4. 00000	3. 99500	- . 1	17. 12	17. 09	- . 03	- . 2
Wildcat Ext. Dst. #14	1. 38900	1. 37500	- 1. 0	5. 95	5. 88	- . 07	- 1. 2
TOTAL	204. 33500	197. 59100	- 3. 4	848. 06	818. 72	- 29. 34	- 3. 6

REVENUE FROM PROPERTY TAX LEVIES				
Taxi n g A u t h o r i t y	From 2021	From 2022	\$ C h a n g e	% C h a n g e
STATE	487, 731. 09	529, 372. 35	41, 641. 26	8. 5
COUNTY	16, 987, 235. 68	17, 006, 613. 29	19, 377. 61	. 1
STATEW DE USD*	2, 014, 683. 57	2, 013, 030. 35	- 1, 653. 22	- . 1
USD 446	3, 023, 836. 22	3, 307, 275. 32	283, 439. 10	9. 4
I n d e p e n d e n c e C i t y	2, 593, 536. 13	2, 800, 012. 27	206, 476. 14	8. 0
General Fund - ICC	5, 957, 358. 74	6, 226, 228. 19	268, 869. 45	4. 5
Capital Outlay - ICC				
Rec Comm Emp Bene. USD44	112, 042. 03	121, 218. 55	9, 176. 52	8. 2
Recreation Comm USD 446	448, 159. 06	484, 751. 65	36, 592. 59	8. 2
Wildcat Ext. Dst. #14	450, 392. 54	485, 212. 82	34, 820. 28	7. 7
TOTAL	32, 074, 975. 06	32, 973, 714. 79	898, 739. 73	2. 8

Last Payment on 2022/ 11/ 14

Last Payment on 2022/ 11/ 14



REAL ESTATE 2022
Statement # 0084057 TX I D. WALD0006

REAL ESTATE 2022
Statement # 0084057 TX I D. WALD0006

WALDEN PONDER LLC
1654 S BROOKS AVE
FAYETTEVI LLE, AR 72701

WALDEN PONDER LLC
1654 S BROOKS AVE
FAYETTEVI LLE, AR 72701

REC'D PT
REQUESTED?



REC'D PT
REQUESTED?





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 22, 2025

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider approving a Downtown Independence Building Grant for 211 North Penn Avenue submitted by Messenger Furniture, Inc.

SUMMARY RECOMMENDATION City staff recommends approving Messenger Furniture, Inc. Downtown Independence Building Grant for 211 North Penn Avenue.

BACKGROUND Messenger Furniture, Inc. has applied for the Downtown Independence Building Grant for a roof replacement at 211 North Penn Avenue. The anticipated budget for the project is \$66,770.

FINANCIAL INFORMATION Based on the project value provided by Messenger Furniture, Inc., the 25% grant amount for this application will be \$16,692.50. The City's budget allows for \$100,000 annually, which, if the grant for 106-110 N. 8th Street is approved in the prior agenda item, \$75,000 will be available. If this grant amount is also approved, there will be \$58,307.50 left for other Downtown Independence Building Grant requests. However, if more extensive roof work is needed, then the 25% grant amount may increase up to the max of \$25,000.

SUGGESTED MOTION I move to approve a Downtown Independence Building Grant in the amount of \$16,692.50 for Messenger Furniture, Inc., for the property located at 211 North Penn Avenue. I further move to authorize staff to approve additional funding, if necessary, to cover increased roof replacement costs identified during the course of the project, provided the total grant amount does not exceed 25% of the total project cost and is capped at a maximum of \$25,000.

SUPPORTING DOCUMENTS

1. GRANT APPLICATION - MESSENGER



Received 5/14/25
ML

DOWNTOWN INDEPENDENCE BUILDING GRANT

To be completed by the applicant:

Owner of Record (must be applicant): Mark Messenger
Phone: 620-331-5730 Email: messengerfurniture@gmail.com
Mailing Address: 211 N. Penn Ave Property Address: 211 N. Penn Ave
Independence, KS 67301 Independence, KS 67301

Description of Proposed Improvements:
New roof

Estimated Total Cost of Improvements: \$ 66,770.00
Estimated Cost of Eligible Improvements: \$ 66,770.00 Grant Funding Requested: \$ 251.

Anticipated Project Start Date: 06/01/2025 Anticipated Project Completion Date: 06/07/2025

Required supplemental documentation:

- ☐ Detailed breakdown of estimated project expenses, including non-eligible work
- ☐ Bids/Quotes/Estimates to support estimated project cost.
- ☐ Architectural/Engineer stamped drawings and Contractor drawings and description of work
- ☐ Contact Information for lending institution, if financed by a loan
- ☐ Copy of current insurance policy
- ☐ Property Tax Statement

Born Roofing

Architect / Engineer / Contractor Information:

Contact: Mark Messenger Phone: 620-331-5730 Email: messengerfurniture@gmail.com

Business Name: Messenger Furniture City License: # 0439 Services: _____

Contact: Mark Phone: _____ Email: _____

Business Name: _____ City License: # _____ Services: _____

By agreeing to participate in this program, the applicant or their architects, engineers, contractors, or others will not seek to hold the City or their agents, employee, officers, and/or Commissioners liable for any property damage, personal injury, or other loss related in any way to the Downtown Independence Building Grant Program.

By signing below, I agree to the participate in the program as outlined, to provide all required information and verifications of work, and to maintain the property and improvements, including, but not limited to promptly removing graffiti, sweeping, and shoveling in front of the property. I certify that to the best of my knowledge all the information provided is truthful and factual. I understand that by participating in this 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): Mark P. Munn

Date: 05/14/2025

Applications may be emailed to: davidc@independencets.gov or sent to:
City Hall, 811 W. Laurel St., Independence, KS, 67301. Attn: CBDCB Grant Application

FOR CITY OFFICE USE BELOW

☐ Improvements are Eligible for Grant

☐ Real Estate Taxes Current ☐ City Bills Current

☐ Required Supplemental Documentation 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 Completion Date: / / Reviewed By: _____

Program Close-Out Documentation

☐ After Pictures Taken

☐ Improvements Meet City Code and Building Requirements

☐ Receipts Received (50% Completion) Date: / /

Amount: \$ _____ Payment (25%): \$ _____ By: _____

☐ Receipts Received (100% Completion) Date: / /

Amount: \$ _____ Payment (25%): \$ _____ By: _____

Information contained in this document will be confidential and only used for the purpose of granting the application.



Contact: _____ Phone: _____ Email: _____

Business Name: _____ City License: # _____ Services: _____

Boren's Roofing, Inc.

306 N. State
Iola, KS 66749

Phone (620) 365-ROOF (7663), 800-750-6533

Proposal # 16510

3/7/2025

To: MESSENGER FURNITURE
211 N. PENN AVE.
INDEPENDENCE, KS 67301

Location: 211 N. PENN AVE.

Type: COMMERCIAL

Status: NEW

Phone: 620-331-5730

BID #3

1. TEAR ROOF OFF DOWN TO THE WOOD DECK AND HAUL AWAY ALL DEBRIS.
2. REMOVE AND REPLACE BAD LUMBER AS NEEDED.
3. REMOVE ANY UNUSED PIPES AND ROOF PENETRATIONS.
4. MECHANICALLY FASTEN ONE LAYER OF 1/2 INCH WOOD FIBERBOARD INSULATION TO DECK.
5. INSTALL A FULLY ADHERED 60MIL TPO ROOFING SYSTEM INCLUDING BUT NOT LIMITED TO ALL FLASHINGS AND TRIM.
6. ALL FLASHINGS WILL BE ACCOMPLISHED ACCORDING TO MANUFACTURER'S DETAILS FOR WALL, BASE, CURB, AND STACK FLASHINGS AND ANY OTHER APPLICABLE DETAIL WHICH MIGHT BE NECESSARY.
7. INSTALL ANCHOR BAR AT PERIMETER WALLS.
8. INSTALL NEW AG PANEL AND TRIM AT FRONT EAST WALLS.
9. CLEAN JOB SITE AND HAUL AWAY ALL DEBRIS.
10. ALL LABOR AND MATERIAL GUARANTEED FOR FIFTEEN (15) YEARS.

*BAD LUMBER; OWNER SHALL BE RESPONSIBLE FOR THE ADDITIONAL COST OF LUMBER. LABOR TO INSTALL THE LUMBER WILL BE AN ADDITIONAL \$55.00 PER HOUR PER MAN.

A Service Charge of 1.5% Per Month, 18% Per Year Will Be Charged On All Accounts 30 Days Past Due.

Proposal Total: \$66,770.00

WE PROPOSE hereby to furnish material & labor, complete in accordance with the above specifications, for the sum stated as 'Proposal Total' above. All agreements contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by Worker's Compensation Insurance.

Payment to be made at job completion, unless outlined differently above.

By the acceptance of this bid, I, the owner of the real property and person responsible for the payment of this bill, agree and stipulate that should there be any collection costs, court costs, or attorney's fees incurred by Boren's Roofing, its subcontractors or assignees in the collection of this bid/bill that I hereby knowingly and voluntarily agree that as part of the collection of this bill, Boren's Roofing or its agents or assigns shall be allowed to collect in addition to the bill, reasonable attorney's fees, court costs, and collection costs associated with the same. I am executing this document knowing that should the bill not be paid in full that additional monies will be collected as stated above should the matter proceed to collection.

Authorized
Signature _____

This proposal may be withdrawn by us if not accepted
within 30 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made at job completion, unless outlined differently above.

Date of Acceptance: _____

Signature _____

Signature _____



GOODVILLE MUTUAL CASUALTY COMPANY
625 West Main Street, PO Box 489
New Holland, PA 17557-0489
www.goodville.com

Commercial Lines Policy

Renewal Declarations

Policy Prefix CP
Policy No. 942991
Mailbox: 1558 201

Named Insured and Mailing Address Messenger Furniture, Inc
211 N Penn Ave
Independence KS 67301-3323

Agency name and Address NDB Insurance
PO Box 547
Independence KS 67301-0547
(620) 331-3700

Type of Entity: Corporation

Policy Period: 12:01 A.M. Standard Time at the described location from 01/01/25 to 01/01/26

Business Description: Furniture Store

In return for the payment of premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy. This premium may be subject to adjustments. Audit premiums are due within thirty days of the audit billing date. This Declarations together with the Common Policy Conditions Coverage Part Declarations, Coverage Part Coverage Form(s) and Endorsements, if any, issued to form a part thereof, completes the above numbered policy.

Commercial General Liability Coverage

		Limits of Insurance
General Aggregate \$	2,000,000	
Products/Completed Work Aggregate \$	2,000,000	
Personal/Advertising Injury \$	1,000,000	
Each Occurrence \$	1,000,000	
Fire Legal Liability \$	100,000	per occurrence
Medical Payments \$	10,000	per person

Commercial General Liability Premiums

Class Description	Loc No	Class Code	Premium Basis	Rates		Advanced Premium	
				Premises - Operations	Products Completed Operations	Premises - Operations	Products Completed Operations
Furniture Store - Retail	1	84701	1,153,593 (Y)		.391		361
Furniture, Carpet & Rugs - Retail or Wholesale	1	05701	9,660 (A)	.974		89 MIN	
Warehouse - Used Only for Storing Insured's Merchandise-No Sales	2	15202	6,580 (A)	.482		26	
Cyber Liability - see GMCYBER for coverage limits						54	
EPLI Liability - see GMEPLI for coverage limits						250	
Total Liability Premium \$							780

Premium and Rate Legend

(Y) per \$1,000 of gross sales

(A) per 100 sq ft

Locations

Location No. 1: 211 N Penn Ave, Independence, Montgomery Co KS 67301

Location No. 2: 214 W Main St, Independence, Montgomery Co KS 67301

Commercial Property Coverage

Location No. 1: 211 N Penn Ave, Independence, Montgomery Co KS 67301

	Limit of Insurance	Deductible	Coinsurance	Valuation	Peril Form	Mechanical Breakdown
Building No. 1 Furniture Store	\$1,277,100	\$ 5,000	100%	ACV	Special	Special
Business Personal Property \$ Business Property of the Insured	307,800	\$ 5,000	100%	RCV	Special	Special

Location 1 Property Premium Subtotal \$ 8,493

Location No. 2: 214 W Main St, Independence, Montgomery Co KS 67301

	Limit of Insurance	Deductible	Coinsurance	Valuation	Peril Form	Mechanical Breakdown
Building No. 1 Storage/Warehouse	\$ 563,200	\$ 5,000	100%	ACV	Special	Special

COMMDEC 10 03

11/13/24

CP 942991 12NR
Page 51 of 146

Commercial Lines Policy Declarations Continued

Page: 2

Named Insured: Messenger Furniture, Inc

CP942991
1558 201**Commercial Property Coverage Continued**

	Limit of Insurance	Deductible	Coinsurance	Valuation	Peril Form	Mechanical Breakdown
Business Personal Property \$	154,600	\$ 5,000	100%	RCV	Special	Special
Business Property of the Insured						

Location 2 Property Premium Subtotal \$ 3,551

Miscellaneous Property Coverages

Mechanical Breakdown -- Premium: \$622.00
 CPP Enhancement -- Premium: \$75.00

Total Property Premium \$ 12,741

Commercial Inland Marine Coverage

See GMCI and schedules/endorsements for specific coverages

Total Inland Marine Premium \$

Total Policy Premium \$ 13,521

Form(s) and Endorsements

Form(s) and Endorsements made part of this policy at the time of issue:

CL0122 (0513)	CL0610 (0115)	CL0700 (1006)	CL100 (1.0)	CL300 (1.0)
CP0171 (1008)	CP0295 (1017)	CP0640 (0703)	CP0643 (0108)	CP100 (1.0)
CP111 (1.0)	CP12 (1.0)	CP85 (1.0)	GL0037 (1017)	GL0163 (0108)
GL0209 (1005)	GL0215 (1005)	GL0243 (1005)	GL0260 (0115)	GL0348 (0602)
GL0936 (0111)	GL0950 (1299)	GL0996 (1005)	GL1020 (0909)	GL1022 (0909)
GL1023 (0909)	GL1353 (0914)	GL200 (1.0)	GL853 (2.0)	GL890 (1.0)
GL894 (1.0)	GMCPE (0420)	GMCYBER (0118)	GMDDED (0218)	GMEPLI (0118)
GMLE (0521)	GMWIS (0610)	GM0173 (1022)	IM1000 (0399)	IM2033 (0719)
KSCYBER (0718)	KSEPLI (0119)	SAE (0898)	SEB (0118)	

Notices:

CL1045B (0121)	COMDIS (0521)	PDED (0218)
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2023	1247025	MESS0017	MESSENGER FURNITURE INC
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PROPERTY DETAILS

Owner..MESSENGER FURNITURE INC Unit.INDEPENDENCE CITY-USD446-BOND-
Legal.IC 000560

Parcel.108- 43450
CAMA #.099-31-0-20-09-006-00-0-01
Subdiv.W49 Blk. 41 Lots.10 & 11
Sec....31 Twn.32 Rng.16 Address. 214 W MAIN ST

Deed Information:
MESSENGER FURNITURE INC
211 N PENN AVE INDEPENDENCE, KS 67301

Values: Code.CU Land. 2178 Impr. 10995 Penalty. 0 Tax. 2516.12
Ag Acres. .1
Levy. 191.00500 1st Half 2nd Half Total Tax
Real Estate Tax Amount..... 1258.06 1258.06 2516.12

GRAND TOTAL 2023 TAX STATEMENT 1st Half 2nd Half Total Tax
1258.06 1258.06 2516.12

*Pd 14200
9687.26*



PLEASE MAKE
PAYMENT TO:

MONTGOMERY COUNTY TREASURER
P.O. BOX 767
INDEPENDENCE, KS 67301

ATTENTION! HOW YOUR TAX DOLLARS ARE SPENT: (For Real Estate, see "YOUR MILL LEVIES" & "YOUR TAXES" below)

State...	\$19.76	City....	\$717.69	School..	\$623.17				
County..	\$582.21	Township	\$0.00	Library.	\$0.00	Comm. College..	\$489.77	Special Assessments	
Fire....	\$0.00	Cemetery	\$0.00	Other...	\$83.52			Total..	\$0.00

YOUR ASSESSED VALUE

Property Class	2022	2023	Value Change	% Change
Residential*	0	0	0	.0
Non-Residential	9,863	13,173	3,310	33.6
TOTAL	9,863	13,173	3,310	33.6

* The first \$4836 in residential assessed value is exempt from the Statewide USD Mill Levy.

YOUR MILL LEVIES

Taxing Authority	2022	2023	% Chg
STATE	1.50000	1.50000	
COUNTY	48.18000	44.19600	-8.3
STATEWIDE USD*	20.00000	20.00000	
USD 446	27.24700	27.30700	.2
Independence City	54.51500	54.48200	-.1
General Fund - ICC	39.78000	37.18000	-6.5
Capital Outlay - ICC			
Rec Comm Emp Bene. USD44	.99900	.99900	
Recreation Comm. USD 446	3.99500	3.99500	
Wildcat Ext. Dst. #14	1.37500	1.34600	-2.1
TOTAL	197.59100	191.00500	-3.3

YOUR TAXES

2022	2023	\$ Chg	% Chg
\$13.16	\$19.76	\$6.60	50.2
\$422.60	\$582.21	\$159.61	37.8
\$175.42	\$263.46	\$88.04	50.2
\$454.72	\$359.71	-\$95.01	-20.9
\$478.16	\$717.69	\$239.53	50.1
\$348.92	\$489.77	\$140.85	40.4
\$8.76	\$13.16	\$4.40	50.2
\$35.04	\$52.63	\$17.59	50.2
\$12.06	\$17.73	\$5.67	47.0
\$1,948.84	\$2,516.12	\$567.28	29.1

REVENUE FROM PROPERTY TAX LEVIES

Taxing Authority	From 2022	From 2023	\$ Change	% Change
STATE	\$482,970.31	\$576,749.05	\$93,778.74	19.4
COUNTY	\$15,558,558.87	\$16,999,058.02	\$1,440,499.15	9.3
STATEWIDE USD*	\$1,767,928.39	\$2,290,624.58	\$522,696.19	29.6
USD 446	\$5,098,747.77	\$3,739,463.88	-\$1,359,283.89	-26.7
Independence City	\$2,445,218.13	\$3,426,427.85	\$981,209.72	40.1
General Fund - ICC	\$5,575,103.09	\$6,527,833.94	\$952,730.85	17.1
Capital Outlay - ICC				
Rec Comm Emp Bene. USD44	\$108,656.36	\$136,806.74	\$28,150.38	25.9
Recreation Comm. USD 446	\$434,515.25	\$547,093.46	\$112,578.21	25.9
Wildcat Ext. Dst. #14	\$441,496.56	\$517,560.29	\$76,063.73	17.2
TOTAL	\$31,913,194.73	\$34,761,617.81	\$2,848,423.08	8.9



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 22, 2025

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider modifying the 9 AM start time of the June 18, 2025 Special Commission meeting to 10 AM.

SUMMARY RECOMMENDATION Modify the start time from 9 AM to 10 AM due to the Health Fair.

BACKGROUND The Annual City Health Fair is scheduled for the morning of June 18, 2025 which is also the date of a Special Commission Meeting. We are requesting to modify the start time of the Special Commission meeting from 9 AM to 10 AM to allow staff additional time to finish up the health fair before the Special Commission meeting.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to modify the 9 AM start time of the Special Commission meeting on June 18, 2025 to 10 AM at City Hall.

SUPPORTING DOCUMENTS



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 22, 2025

Department Park, Zoo & Cemetery

Director Approval Scott Patton

AGENDA ITEM Consider authorizing an engineering agreement with Transystems for Playground Enhancements at Riverside Park as part of the CDBG application.

SUMMARY RECOMMENDATION City staff recommends approval of an engineering agreement with TranSystems for the CDBG application for Playground Enhancements at Riverside Park.

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.

At the last Commission meeting, the Commission held a public hearing and authorized approving the grant application, which included adopting a Resolution. In addition to adopting a resolution, a signed engineering agreement is also required to be submitted along with the grant application.

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. TranSystems engineering costs for design and inspection services related to the Riverside Park CDBG Improvements Project are: \$45,000 (design) + \$23,000 (inspection) = \$68,000 total. It should be noted that the engineering fees will only be charged if the grant is awarded.

SUGGESTED MOTION In addition to authorizing the adoption of a resolution for the submission of a CDBG grant application after holding a public hearing on May 8, 2025, I move to authorize an engineering agreement with TranSystems for the design and inspection

services related to the Riverside Park CDBG Improvements Project.

SUPPORTING DOCUMENTS

1. CDBG Engineering Agreement
2. May 8, 2025 Public Hearing RCA, Resolution and Other Grant Documentation

**AGREEMENT BETWEEN
CITY OF INDEPENDENCE, KANSAS and
TRANSYSTEMS CORPORATION
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2025, by and between The City of Independence, Kansas (hereafter referred to as "CLIENT") and **TranSystems Corporation** (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to design and construct the following described project:

Design and inspection of Riverside Park CDBG Improvements. If CDBG funding is not received for this project, this agreement is considered Null and Void.

Whereas CLIENT desires to engage TRANSYSTEMS to provide and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

**SECTION 1
BASIC SERVICES OF TRANSYSTEMS**

Section 1.1 Basic Services. In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

Section 1.2 TRANSYSTEMS' Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

SECTION 2 ADDITIONAL SERVICES OF TRANSYSTEMS

Section 2.1. Additional Services. In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining

agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

Section 3.1 Client Representative. Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information.

Section 3.3 Project Access. Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

Section 3.4 Client Participation. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by TRANSYSTEMS, obtain advice of an attorney, insurance counselor and other CONSULTANT as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TRANSYSTEMS.

Section 3.5 Notices. Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or other wise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.7 Licenses, Permits, etc. Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

Section 3.8 Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may identified on Exhibit B, if any.

Section 3.9 Defects in Services. The CLIENT shall promptly report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS' services of which the CLIENT becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT's contractors or subcontractors to notify TRANSYSTEMS shall relieve TRANSYSTEMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Section 3.10 Taxes. Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.

Section 3.11 Contractor Insurance and Indemnity Requirements. The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, TRANSYSTEMS and its subconsultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and TRANSYSTEMS certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, TRANSYSTEMS and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

Section 3.12 Unauthorized Changes. In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS's prior written consent, the CLIENT shall assume full responsibility for the results of such changes. therefore the CLIENT agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS' construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

Section 3.13 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify TRANSYSTEMS of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of TRANSYSTEMS.

If the employment of such construction manager by the CLIENT results in additional time or expense to TRANSYSTEMS to prepare for, coordinate with or respond to the construction manager, TRANSYSTEMS shall be entitled to an equitable adjustment in fees and time for performance of these services.

Section 3.14 Costs. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS' obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

Section 4.2 Completion Date. It is anticipated that design will be completed by February 2027. . These dates are estimated, but not guaranteed.. The estimated period shall begin on the date the contract is signed, and end with the delivery fo the final product to the Owner. If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

Section 4.3 Timeliness of Performance. The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for

review and approval being exceeded, delay by the Contractor, the CLIENT, TRANSYSTEMS or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS' schedule for performance of its services shall be equitably adjusted.

Section 4.5 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5 TRANSYSTEMS' COMPENSATION

Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by TRANSYSTEMS under Section 1, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

For Design Services, CLIENT shall pay TranSystems at the rates and amount set forth in the TRANSYSTEMS Schedule of Rates and Expenses which is in effect. The maximum fee for the design services as described in Exhibit A shall be \$45,000. The maximum fee for periodic inspection shall be \$23,000.

Section 5.1.2 For Reimbursable Expenses in connection with Basic Services. All reimbursable expenses shall be included in the maximum fee and payments provided for in paragraph 5.1.1. CLIENT shall pay TRANSYSTEMS for all "Reimbursable Expenses" incurred by TRANSYSTEMS in connection with the Basic Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect.

For purposes of this Agreement, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates, CONSULTANTS, SUBCONSULTANTS and any other expense items which are described on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect.

Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the

Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

Section 5.2.2 For Reimbursable Expenses in connection with Additional Services. In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed.

Section 5.3 TranSystems' Schedule of Rates and Expenses. TRANSYSTEMS' initial Schedule of Rates and Expenses is attached hereto as Schedule 1. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31 of this year. TRANSYSTEMS will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to CLIENT in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Section 5.4 Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon the amount of time spent and costs and expenses incurred by TRANSYSTEMS during the period covered by each such statement. CLIENT shall make prompt monthly payments in response to TRANSYSTEMS' monthly statements.

Section 5.5 Other Provisions Concerning Payments.

Section 5.5.1 Payments after Termination by Client. In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due TRANSYSTEMS for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.2 Payments after Termination by TranSystems. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable

demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.3 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

Section 5.5.4 Cost Factors. Whenever a factor is applied to salary costs or other expenses in determining compensation payable to TRANSYSTEMS that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by TRANSYSTEMS and consistent with TRANSYSTEMS' overall compensation practices and procedures.

SECTION 6 OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TranSystems' opinion of probable construction cost.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk. The provisions of this Section 7.2 shall survive the termination of this Agreement.

Section 7.3 Delivery of Electronic Files. In the event that CLIENT requests any electronic deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the

Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The CLIENT further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Section 7.4 Standard of Practice, Warranties. Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and TRANSYSTEMSs) pursuant to this Agreement.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

Section 7.6.1 TranSystems Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of certification thereof:

- (a) Worker's Compensation and Employer's Liability
Worker's Compensation Statutory
Employer's Liability
\$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
\$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
\$1,000,000 - per occurrence
\$2,000,000 - annual aggregate
\$2,000,000 - product / completed operations per occurrence
\$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
\$1,000,000 - per occurrence
\$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Section 7.6.2 Client Insurance. If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable.

TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

Section 7.7.3 Contractors Indemnification. CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT's contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

Section 7.7.4 Employee Claims. TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, its employees, agents or subcontractors).

Section 7.7.5 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.6 Limitation of Liability. To the fullest extent permitted by law, TRANSYSTEMS' and/or its individual principals, directors, officers, employees, agents and servants of the firm total liability to CLIENT for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including TRANSYSTEMS' indemnity obligations hereunder) shall not exceed the limits of TRANSYSTEMS professional liability coverage.

Section 7.7.7 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.8 Betterment. If, due to TRANSYSTEMS's negligence, a required item or component of the Project is omitted from TRANSYSTEMS's construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Section 7.9 Protection From Supplanting Consultant. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Section 7.10 Use of Logo. CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS's marketing materials such as

press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to no special provisions

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A - Project Description and Basic Services

Schedule 1 - TRANSYSTEMS' Schedule of Rates and Expenses

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and TRANSYSTEMS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.4 Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Disputes. In the event a dispute arises between TRANSYSTEMS and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by TRANSYSTEMS, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8.5 above) and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Kansas and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Montgomery County, Kansas.

It is intended by the parties to this Agreement that TRANSYSTEMS' services in connection with the Project shall not subject TRANSYSTEMS' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TRANSYSTEMS, an interstate corporation, and not against any of TRANSYSTEMS' individual employees, officers or directors.

Section 8.6 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.7 Representations and Remedies. TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY

EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

Section 8.8 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owner subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.9 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

Ms. Kelly Passauer
City Manager
City of Independence

If to TRANSYSTEMS:

Mr. Shawn Turner
Principal
TranSystems
115 S Sixth Street
Independence, Ks 67301

:

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

Section 8.10 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Kansas.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents,

licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

Section 8.11 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

Section 8.12 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 2024.

City of Independence, Kansas

TranSystems

By: _____

By _____

Printed Name: _____

Printed

Name: _____

Title: _____ Title: _____

EXHIBIT "A"

Basic Services

1. Project Description:

The City desires to replace the sidewalk and playground equipment in Riverside Park. The City wishes to design and bid the proposed improvements. The improvements are shown in the attached exhibit, and described in detail in the engineers estimate of probable cost:



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	\$457,300	1	\$457,300
4	West Shelter	LS	\$82,000	1	\$82,000
5	East Shelter	LS	\$82,000	1	\$82,000
6	Landscaping	EA	\$37,650	1	\$37,650
Construction Subtotal:					\$749,000
Design					\$45,000
Inspection					\$23,000
Estimated Total					<u>\$817,000</u>

2. Design Services:

Design will consist of the preparation of plans, specifications and contract documents, and assistance with bidding.

2.1 Survey, ROW and Utilities. No additional ROW will be required. No utility conflicts are anticipated.

2.2 Plan Preparation and Permitting: Plans will be prepared for the proposed improvements. A preliminary plan and cost estimate will be developed. This concept will be reviewed by the City, with TranSystems addressing City comments. A final set of plans will be prepared. It is anticipated that an erosion control permit will not be required.

2.3 Contract Documents and Specifications: A set of contract documents and specifications will be prepared reflecting CDBG funding requirements. This will include a detailed bid packet and enumerating the anticipated quantities for construction.

2.4 Bidding: TranSystems will assist the City with bidding, via advertising the project and sending bid packets to contractors and plan rooms. TranSystems will assist the City in opening the bids and evaluating the bids. TranSystems will make a recommendation of award to the City.

2.5 Periodic Inspection: TranSystems will assist the City in preparing the contract documents for the selected contractor. TranSystems will prepare the Notice of Award, Construction Contract Agreement, and Notice to Proceed. TranSystems will assist the City in conducting a pre-construction conference. TranSystems will provide periodic on site inspection for an anticipated construction period of 90 days. TranSystems will assist the City in reviewing the contractors pay requests (3 anticipated), and in conducting the final walkthrough with CDBG representatives.

SCHEDULE "1"
TRANSYSTEMS' Schedule of Rates and Expenses

TranSystems Corporation
Schedule of Hourly Rates for 2024
Independence Office

CLASSIFICATION	2023 RATE	CLASSIFICATION	2023 RATE
Technician V	\$175	Principal/Structural Engineer V	\$320
Technician IV	\$132	Structural Engineer IV	\$245
Technician III	\$114	Structural Engineer III	\$201
Technician II	\$91	Structural Engineer II	\$147
Technician I	\$86	Electrical Engineer IV	\$243
Scientist II	\$110	Principal/Civil Engineer V	\$389
Surveyor V	\$178	Civil Engineer IV	\$287
Surveyor IV	\$121	Civil Engineer III	\$178
Surveyor III	\$107	Civil Engineer II	\$127
Surveyor II	\$84	Civil Engineer I	\$99
Surveyor I	\$63	Principal/Engineer V	\$377
Planner IV	\$273	Engineer IV	\$280
Planner III	\$153	Engineer III	\$167
Planner II	\$100	Engineer II	\$123
Planner I	\$98	Engineer I	\$97
Industry Specialist III	\$157	Construction Services V	\$335
Industry Specialist II	\$127	Construction Services IV	\$217
Industry Specialist I	\$89	Construction Services III	\$134
Inspector III	\$240	Construction Services II	\$98
Inspector II	\$157	Construction Services I	\$69
Architect IV	\$254	Administrator II	\$102
Architect II	\$105		

Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost. Vehicle mileage to be paid at the current IRS rate per mile. The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2024. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.



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

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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
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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		\$817,000

**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.

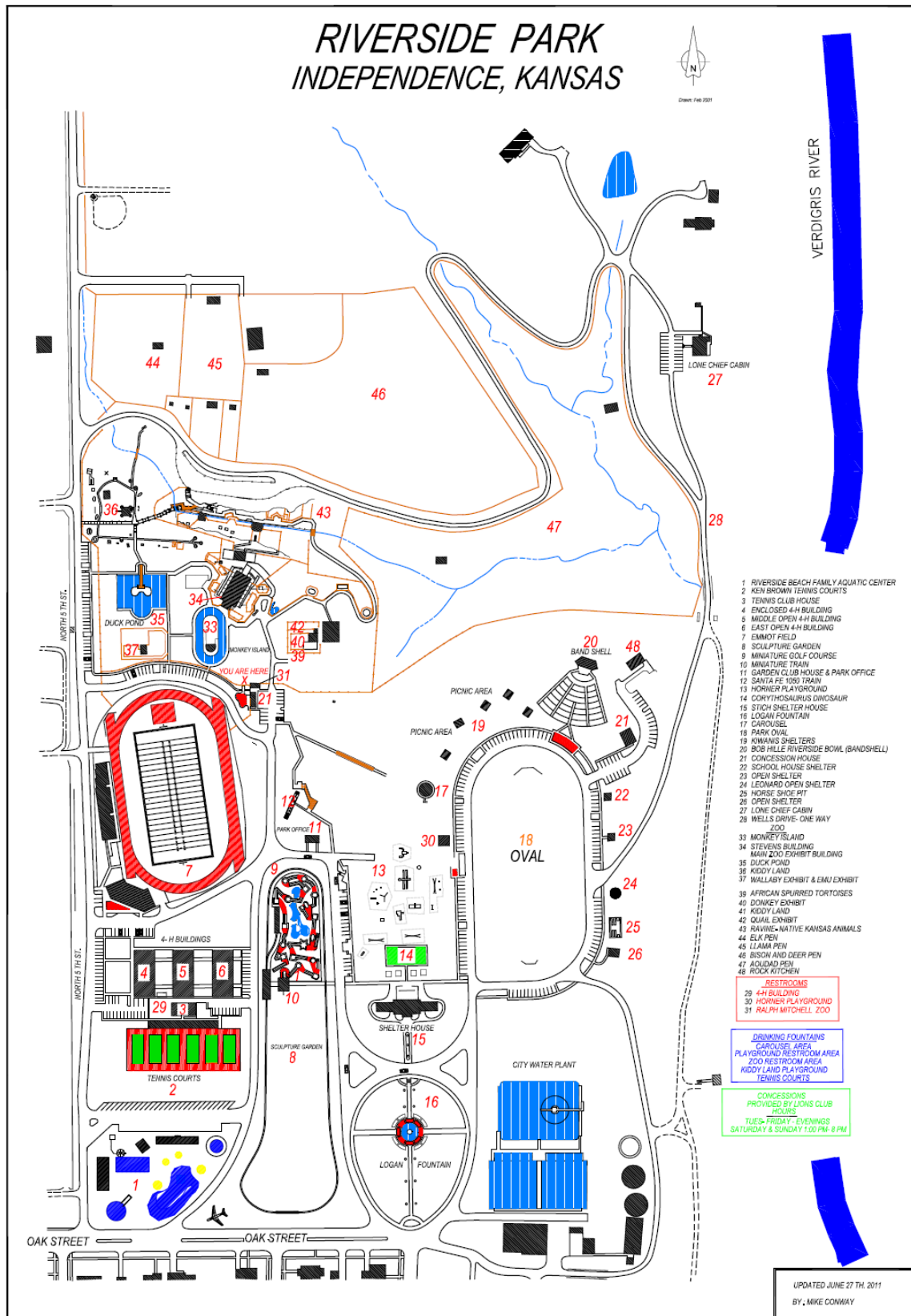
The precipitation is well distributed with approximately thirty percent in the spring, approximately thirty percent in the summer, twenty-six percent in the autumn, and fourteen percent in the winter. Snowfall averages less than ten inches per year.

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: _____

DETERMINATION OF LEVEL OF REVIEW

ENVIRONMENTAL REVIEW RECORD (ERR)

Grantee Name & Project Number: City of Independence, TBD

Project Location: Riverside Park, 400 Mickey Mantle Wy, Independence, KS 67301

Project Description:

The proposed project will improve aging park facilities used by residents of all ages. The proposed improvements will consist of removing old play equipment, replacing sidewalk, extending sidewalks serving as an ADA path into the park, adding two shelters to the park and improving landscaping around the park. The estimated total project cost is \$857,000 with a CDBG grant request of \$676,200. All work is anticipated to take place within Independence Riverside Park. It is anticipated that construction will begin in Fall 2025 with an estimated 12 month timeline. When reviewing the proposed improvements, it has been determined that the project will require an Environmental Assessment due to not being except or categorically excluded under CFR's 58.34 and 58.35. Township and range; S30 T32S R16E

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

- ☐ Exempt from NEPA review requirements per 24 CFR 58.34(a)(___)
- ☐ Categorical Exclusion NOT Subject to §58.5 authorities per 24 CFR 58.35(b)(___)
- ☐ Categorical Exclusion SUBJECT to §58.5 authorities per 24 CFR 58.35(a)(___)
- ☒ An Environmental Assessment (EA) is required to be performed.
- ☐ An Environmental Impact Statement (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

Chief Elected Official (print name/title) Date
--

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. | 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 | ☐ 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 22, 2025**

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider condemnation of 200 ARCO Place as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends adjourning the meeting until December 11, 2025.

BACKGROUND

On May 16, 2023, Daniel Regan of Tulsa, Oklahoma, contacted the City to inform staff that he had acquired ownership of the building. Mr. Regan stated his intention to address ongoing concerns regarding unauthorized access to the property. City staff subsequently met with Mr. Regan, who requested an adjournment of the public hearing to allow time to develop a comprehensive plan for the building.

Mr. Regan successfully applied to the State Historic Preservation Office (SHPO) for the building's inclusion on the National Historic Registry. The local IHPRC recommended approval of the nomination on April 22, 2024, the State approved the listing on the Register of Historic Kansas Places on June 1, 2024, and the National Register listing was approved on August 5, 2024. Listing information can be found on the State's website at this link: <https://khri.kansasgis.org/index.cfm?in=125-2670-00159>.

In recent discussions with Mr. Regan, he indicated that he is currently completing a 59-unit project in Tulsa, which has been delayed due to infrastructure issues, and anticipates beginning work on the design and applications for the Independence project this fall. According to his current schedule, design and permitting work will be completed by fall 2025, with construction anticipated to begin in 2026.

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

SUGGESTED MOTION I move to adjourn the public hearing until December 11, 2025, at 5:30 p.m.

SUPPORTING DOCUMENTS

1. Parcel Listing 05162024
2. 200 Arco Place - Public Hearing to Consider Condemnation 05222025

Print Page

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The Parcel Number for this Property is 063-099-31-0-20-07-001.00-0
Quick Ref ID: 6965

Owner Information

Owner Name	R.E.M., LLC
Address	2944 S DELAWARE AVE TULSA, OK 74114

Property Situs Address

Address	200 ARCO PLACE, Independence, KS 67301
----------------	--

Land Based Classification System

Function	General office buildings (5+ stories)
Activity	Office activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Other - O
Living Units	
Zoning	
Neighborhood	208.C
Tax Unit Group	108

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1
Fronting	Secondary Artery - 2
Location	Central Business District - 1
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2023 Appraised Value

Class	Land	Building	Total
Other - O	36,500	178,510	215,010
Total	36,500	178,510	215,010

2022 Appraised Value

Class	Land	Building	Total
Other - O	35,000	165,000	200,000
Total	35,000	165,000	200,000

Tract Description

ORIG PLAT, S31, T32, R16, BLOCK 33, ACRES 1.52, LTS 1-7; S 29' LT 8; BG NW COR LT1 S 120' W 10' N 120' E TO POB; BG SW COR LT 5 W 20' N 125' E 20'S TO POB VAC ALLEY; LOT WIDTH: 300.0 LOT DEPTH: 300.0 Plat Book/Page 1 /6&7 Deed Book/Page 725 /1036 623 /1226 586 /335 556 /676 496 /478 432 /118 432 /117 425 /182 387 /261 244 /354

Building Permit Information

Permit Number	Amount	Issue Date	Description
20210008	125,000	2/22/2021	
01052021	15,000	12/17/2020	
20170027	20,000	6/7/2017	
20160057	70,000	6/14/2016	
20160035	50,000	5/11/2016	
20110018	5,000	3/30/2011	
67301	588,392	5/6/1998	

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
725	1036	623	1226	586	335		

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Acre	Primary Site - 1	1.5										36,500

General Commercial Building Information

General Building Information	
LBCS Structure Code	Office building (high rise 5+ stories)
Bldg No.	1
Building Name	VACANT
Identical units	1
No. of Units	
Unit Type	
MS Mult	
MS Zip	

Apartment Data								
	1	2	3	4	5	6	7	8
Units								
BR Type								
Baths								

Commercial Building Sections & Basements																					
Sec	Occupancy	MSCIs	Rank	Yr Blt	Eff Yr	Levels	Stories	Area	Perim	Hgt	Phys	Func	Econ	OVR%	Rsn	Inc Use	Net Area	Cls	RCN	%Gd	Value
1	Office Building	C	1.00	1916		01/05	5	27,443	1,028	10	1.5	2				053			14,875,960	6	892,560
705	Office Building	B	3.00			1		13,721	1,027	8						082					
703	Office Building	B				1		13,722	1,027	8						082					

Commercial Building Section Components							
Sec	Code	Units	Pct	Size	Other	Rank	Year
1	No HVAC						
1	Passenger #	4			6	1.00	
1	Brick with Block Back-up		50				
1	Curtain-Metal with Glass Panels		50				
1	Canopy, Retail Wood Frame	1272					

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

April 29, 2025

Daniel Regan
2944 S Delaware Ave
Tulsa, Ok. 74114

**RE: Notice of Public Hearing to Consider Condemnation of Property Located at:
200 Arco Place – Independence, Kansas**

Dear **Sir**:

The City of Independence adjourned the Public Hearing to consider the Condemnation of 200 Arco Place. The condemnation hearing will resume on May 22, 2025, and if the owner fails to provide a timeline of repairs, the structure may be condemned as dangerous and unsafe at that hearing.

In accordance with state law, you are hereby notified that the City Governing Body has scheduled a public hearing to consider the condemnation of this structure. At this hearing, you, your agent, any lienholders of record, and any property occupants will have the opportunity to present evidence and show cause why the structure should not be condemned and ordered repaired or demolished.

Public Hearing Details:

- Date: **May 22, 2025**
- Time: **5:30 PM**
- Location: **120 N. 6th Street – City Commission Room**

A resolution outlining the time and place of this hearing will be published in the **Independence Reporter**.

Please note that if the Governing Body determines that the structure is indeed unsafe or dangerous, an order of condemnation may be issued directing the repair or removal of the structure. You may request a reasonable timeframe (submit a timeline of repairs) within which to commence repair or removal of the structure at the time of the Public Hearing.

Failure to take action and submit a timeline of repair or removal, within 30 days of the commission action (***if condemned***) will result in the City seeking bids for the demolition and clearing the lot at the owner's expense.

If you have any questions regarding this matter or require additional information, please contact **David Cowan, 620.332.2528 voice, or davidc@independenceks.gov email**

Thank you for your attention to this matter.

David Cowan
Assistant City Manager
City of Independence



120 N. 6th Street
Independence, Kansas 67301

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



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 22, 2025**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider adopting a resolution setting the date of July 24, 2025, for a Public Hearing to consider the condemnation of 401 S. 2nd Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends setting a Public Hearing date.

BACKGROUND On May 3, 2025, a structure at 401 S. 2nd Street was involved in a fire that caused extensive damage to the second floor and water damage to the second and first floors. City Staff recommends setting a date of July 24, 2025, for a Public Hearing to consider condemnation as dangerous and unsafe.

FINANCIAL INFORMATION The cost of demolition if the owner does not commence with removal or repair.

SUGGESTED MOTION I move to adopt a resolution setting a Public Hearing on July 24, 2025, at 5:30 PM to consider the condemnation of 401 S. 2nd as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. RESOLUTION 2025-022 - CONDEMNATION - PH - 401 S 2nd
2. Notice - Setting Date of Public Hearing - 401 S. 2nd 05222025
3. Parcel Listing - 401 S. 2nd
4. Pic 1
5. Pic 2
6. 3130815_OE_Report

RESOLUTION NO. 2025-022

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF HEARING BEFORE THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS, OF WHICH OWNERS, OWNERS AGENTS, LIEN HOLDERS OF RECORD AND ANY OCCUPANTS, IF ANY, OF THE STRUCTURE OR STRUCTURES IDENTIFIED BELOW, IN SAID CITY MAY APPEAR AND SHOW CAUSE WHY SAID STRUCTURE OR STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED PURSUANT TO K.S.A. 12-1751 ET. SEQ.

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 22nd day of May 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

Legal: Lot 1, Block 95, Original to the City of Independence, Montgomery County, Kansas.

Common Address: 401 S. 2nd Street.

Mortgage:

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

That a public hearing will be held on Thursday, **July 24, 2025** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

Be it further resolved that the City Clerk shall cause this Resolution to be published one time each week for two consecutive weeks on the same day of each week, that at least thirty (30) days shall elapse between the last publication and the date set for hearing and the City Clerk shall give notice of the aforesaid hearing in the manner provided by Ordinance and by law.

Be it further resolved by the Governing Body of the City of Independence that its authority for the actions set forth herein is established pursuant to K.S.A. 12-1751 ET. SEQ.

Adopted this 22nd day of May 2025.

(SEAL)

Mayor

City Clerk



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

May 6, 2025

Megan House
314 S. 9th
Independence, Ks. 67301

Subject: Public Hearing Notice Regarding Property at 401 S. 2nd – **Immediate Action Required**

Dear Ms. House:

I am writing to you concerning the property at 401 S. 2nd Street. The City of Independence will be asking the City Commission on **May 22, 2025**, to set a Public Hearing to consider condemnation of 401 S. 2nd as dangerous and unsafe on **July 24, 2025 at 5:30 PM** before the Independence City Commission at 120 N. 6th Street.

To avert condemnation of the aforementioned property, it is imperative that the ensuing actions be expeditiously undertaken:

- **Mortgage/Lien Holder:** Please provide the City Officials with you mortgage lien holder and insurance.
- **Structural Repair:** Should you choose to pursue structural repair, we insist on submitting a detailed timeline outlining the proposed remedial measures. After these repairs, the structure must pass the Housing Quality Standards (HQS) inspection for occupancy. This documentation is to be forwarded to David Cowan at davidc@independenceks.gov.
- **Property Maintenance:** Ensure the sustained maintenance of the property, including the regular mowing and trimming of grass and shrubbery.
- **Demolition Procedures:** If your decision is to proceed with the demolition of the structure, immediate commencement of this process is required. Furthermore, it provides the City with a definitive timeline for the comprehensive removal of the structure and subsequent clearance of the lot. Obtaining a demolition permit from the City of Independence is required for this purpose.

Should you need clarification or have inquiries, please do not hesitate to contact me at 620-332-2528 (office), 620.330.0056 (mobile), or by email at davidc@independenceks.gov.

Your timely cooperation in this matter is appreciated.

Sincerely,

David J. Cowan

David Cowan
Assistant City Manager
Building Official Director

[Print Page](#)

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[View Sketch](#) --- [Back to Search Page](#) --- [Home](#)

The Parcel Number for this Property is 063-099-31-0-10-33-001.00-0
Quick Ref ID: 6801

Owner Information

Owner Name	HOUSE, GUY & SUNSHINE
Address	401 S 2ND ST INDEPENDENCE, KS 67301

Property Situs Address

Address	401 S 2ND ST, Independence, KS 67301
----------------	--------------------------------------

Land Based Classification System

Function	Single family residence (detached)
Activity	Household activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	1
Zoning	
Neighborhood	108.A
Tax Unit Group	108

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1 Alley - 7
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2025 Appraised Value

Class	Land	Building	Total
Residential - R	11,500	42,320	53,820
Total	11,500	42,320	53,820

2024 Appraised Value

Class	Land	Building	Total
Residential - R	11,520	39,250	50,770
Total	11,520	39,250	50,770

Tract Description

ORIG PLAT, S31, T32, R16, BLOCK 95, Lot 1; Lot Width: 140.0 Lot Depth: 060.0 Plat Book/Page 1 /6&7 Lot Width: 140.0 Lot Depth: 060.0 Deed Book/Page 559 /773 555 /710 525 /589 521 /151 520 /550 516 /352 265 /114

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
559	773						

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	8400										11,500

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Old Style
Quality	AV	Bsmt Type	Full - 4
Year Built	1870	Total Rooms	6
Eff Year		Bedrooms	3
MS Style	1 1/2 Story Finished	Family Rooms	
LBCSStruct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	1
Total Living Area		Garage Cap	2
Calculated Area	2,070	Foundation	Stone - 4
Main Floor Living Area	1,095		
Upper Floor Living Area Pct.	89		
CDU	FR-		
Phys/Func/Econ	PR/ /		
Ovr Pct Gd/RCN	/251,040		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components					
Code	Units	Pct	Quality	Year	
Enclosed Wood Deck (SF), Solid Wall	40				
Wood Deck (SF) with Roof	189				
Composition Shingle		100			
Raised Subfloor (% or SF)		100			
Plumbing Fixtures (#)	7				
Automatic Floor Cover Allowance					
Wood Deck (SF) with Roof	40				
Frame, Siding, Vinyl		100			
Total Basement Area (SF)	1,067				
Wall Furnace		100			
Plumbing Rough-ins (#)	1				

Building Improvements																					
Id	Occupancy	MSCls	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
23	Tool Shed	D	1.00	1	1940			380	78	8	19 X 20	1	0	1					4,880	1	50

Building Improvement Components							
Id	Code	Units	Pct	Size	Other	Rank	Year
23	Single -Wall-Boards on Wood		100				

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Report Cover Page

Date:	05/15/2025	Prepared For:	City of Independence
Order No.:	3130815	Owner(s):	Guy House and Sunshine House, now known as Megan Rose House
Issuing Office:	Security 1st Title 114 N. Pennsylvania Avenue Independence, KS 67301	Property Address:	401 S 2ND ST, Independence, KS 67301

Note: The documents linked in this report should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Tax Information:

[099-31-0-10-33-001.00-0](#)

Date: May 15, 2025
Property Address: 401 S 2ND ST, Independence, KS
67301

File No.: 3130815
Title Contact: Mary Jo Wallis
Contact E-mail: mwallis@security1st.com

OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:

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

Effective Date of this Report: May 01, 2025 at 7:00 A.M.

On Real Estate described as:

Lot 1, Block 95, Original to the City of Independence, Montgomery County, Kansas

The Public Records located in Montgomery County indicate that:

A. Interest in the Land described in this Report is owned, at the Report Effective Date, by:

Guy House and Sunshine House, now known as Megan Rose House

B. The Real Estate is encumbered by the following Mortgages, Federal Tax Liens, State Tax Liens, Bankruptcies, and Judgments:

1. The County Tax Records indicated that the real estate taxes are:

General taxes and special assessments for the year 2024 in the amount of \$970.46, NOT PAID.

Tax Parcel No. # 063-099-31-0-10-33-001-00-0-01

PIN # IC 1423

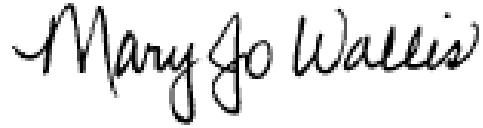
2. Kansas State Tax Lien, filed April 22, 2024, as MGI-2024-ST-000138 against Megan R. House and Guy R. House, in the amount of \$578.84, plus interest and costs.

This Report is limited to only the information described above.

This Report is not nor is to be construed as, an Abstract of Title, Title Opinion, or Title Insurance Policy.

The total liability of this Company by reason of losses and damages that may occur by reason of any errors and omissions in this Company's report is limited to the fee it received for the preparation and issuance of this report.

Security 1st Title

A handwritten signature in black ink that reads "Mary Jo Wallis". The signature is written in a cursive, flowing style.

Licensed Abstracter



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 22, 2025

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider adopting a resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 1010 N. 4th Street.

SUMMARY RECOMMENDATION Adopt the resolution.

BACKGROUND

Code Enforcement Officer Erin Musgrove has been actively working to resolve a nuisance violation at 1010 N. 4th Street since January 2025. Despite multiple efforts, including the issuance of two formal violation notices, the property owner has failed to abate the issue.

In a show of community support, nearby residents previously donated a dumpster to assist with the removal of debris; however, additional piles of trash have accumulated outside. The nuisance conditions persist, and Officer Musgrove's continued attempts to engage the property owner have gone unanswered.

Given the ongoing accumulation of debris, the continued violation of City codes, and repeated complaints from neighboring residents, City Staff requests Commission approval of a Resolution granting authority to abate the nuisance if it is not addressed within 30 days.

FINANCIAL INFORMATION The abatement will involve City personnel, equipment, and landfill disposal services. The average cost of previous abatements has ranged from \$1,500 to \$4,000. The property owner will be assessed all associated costs.

SUGGESTED MOTION I move to approve Resolution 2025-023 to abate 1010 N. 4th Street.

SUPPORTING DOCUMENTS

1. Resolution 2025-023 - Abate - 1010 N. 4th
2. Consent to abate 1010 N. 4th
3. 02 - Environmental Inspection 1_8_2025 1_39_35 PM
4. 02 - Environmental Inspection 4_2_2025 11_26_02 AM
5. PIR Letter - Carl Gyll
6. PIR Letter 2- Carl Gyll
7. Recheck 1_8_2025 1_39_35 PM
8. Pictures 05052025

RESOLUTION NO. 2025-023

**A Resolution Authorizing Abatement of Unhealthy
and Unsafe Exterior Conditions at 1010 N. 4th.**

Whereas, Carl Guyll owns the following described real estate located at 1010 N. 4th St.,
Independence, Kansas:

Lot 96&97, Belmont Addition, City of Independence, Montgomery
County, Kansas

And Whereas, the City's Code Enforcement Officer has determined that the exterior
condition of the property at 1010 N. 4th St. is in violation of City Code 42-66 due to the
accumulation of debris, junk, vehicle parts, and appliances in the yard.

And Whereas, on all occasions, Jason Riedle were given 15 days' notice to alleviate the
exterior condition as required by City Code 42-67 on January 8, 2025, & April 2, 2025.

And Whereas, Jason Riedle has taken no action to alleviate the condition of the exterior
of the property at 1010 N. 4th St.

And Whereas, due to the continuing complaints from surrounding neighbors, the Code
Enforcement Officer is requesting authority to proceed with abatement pursuant to City Code 42-
69.

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

Section 1. Carl Guyll has been given 15 written notices and has failed to alleviate the
exterior conditions of the yard at 1010 N. 4th St., Independence, Kansas.

Section 2. The Code Enforcement Officer or other agents of the City are hereby
authorized to abate the exterior conditions at 1010 N. 4th St, Independence, Kansas, pursuant to
City Code 42-69 and to have the costs of abatement assessed against the property pursuant to City
Code 42-73.

*Adopted by the Governing Body of the City of Independence, Kansas, on the 22rd day of
May 2025.*

W. Scott Smith, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

**CONSENT TO ABATEMENT
OF EXTERIOR YARD CONDITIONS
WHICH ARE UNHEALTHY AND UNSAFE**

COME NOW, Carl Guyll agree to the following:

1. Carl Guyll is the owner of the following described real estate:
2. Two separate notices for violation of City Code 42-66 concerning the exterior condition of the yard at 1010 N. 4th were issued on January 8, 2025, & April 2, 2025.
3. Carl Guyll hereby consents to abatement of the exterior condition of the yard at 1010 N. 4th, which will entail removal of all unhealthy and unsafe trash, debris, abandoned motor vehicle parts, appliances, and other rubbish located thereon that are in violation of City Code 42-66.
4. Carl Guyll acknowledge and understand that they will be contacted prior to the abatement process and that they will remove from the exterior yard of 1010 N. 4th St. any property which they feel is valuable and which they wish to retain and further that any property left in the yard at 1010 N. 4th St. may be presumed by the City, its agents and employees, to be rubbish and debris in violation of City Code 42-66, subject to abatement by the City, and may be immediately disposed of by the City.
5. Carl Guyll hereby waive any and all claims of liability for injury and/or damages against the City, its agents and employees, arising from abatement of the exterior condition of their yard, and agree to indemnify and hold harmless the City, its agents and employees from the same.
6. Carl Guyll understand that the cost of abatement may be assessed by the City against them as owners of the property in the same manner as taxes are assessed against property.

7. Carl Guyll acknowledges that they have the right to seek the advice of independent counsel and have executed this consent knowingly and voluntarily.

DATE

Carl Guyll

DATE

WITNESS SIGNATURE
Printed Name:_____

Environmental Violation Information



Date

2025-01-08

Time

01:39:45 PM

Quick Reference ID

R5844

Owner Name

Carl Guyll

Owner Address

400 N Penn

Tenant Name (?)

Violation Address

1010 N 4th St.

Photo Upload

IMG_1966.jpeg

2.67MB



IMG_1967.jpeg

2.56MB



IMG_1968.jpeg

2.9MB



Description of Violation

Carpet & disgarded items on driveway and in back yard.

Pile of wood scraps and weeds in front of shed. Wild growth through fence.

House has peeling paint on siding and full gutters. Garage has peeling paint on facia and guttering one end on the ground. Both the roof on the house are suspect of leaking. If so repair or replace.

Ordinance 4433 - Environmental Code/New Provisions *

- | | |
|--|---|
| ☒ 42-67 - Exterior Conditions / Yard | ☐ 42-68 - Abandoned Motor Vehicles |
| ☐ 42-69 - Off-Street Residential Parking | ☐ 42-70 - Junking / Scrapping |
| ☐ 42-71 - Stagnant Water | ☒ 42-72 - Weeds |
| ☐ 42-78 - Noxious Weeds | ☐ Other |

Steps to Remediate

Remove crap on driveway , back yard, and west side of shed. Cut back weeds or plants in fence.

Paint siding in front, power wash siding on north side of house, clean gutters, make sure in downspouts, put up guttering on garage, paint facia on garage, get the roof inspected.

Recheck Date

Date Needs the Day Before Court

2025-01-22 01:39:35 PM

Days Before Recheck

- ☐ 3 Days
- ☐ 5 Days
- ☐ 10 Days
- ☐ 15 Days
- ☐ 30 Days
- ☐ 45 Days

Violation

- ☒ 1st Notice
- ☐ Court Citation

Inspection Officer

Erin Musgrove

Environmental Violation Information

**Date**

2025-04-02

Time

11:26:14 AM

Quick Reference ID

R5844

Owner Name

Carl Guyll

Owner Address

400N Pennsylvania Ave. Independence, KS 67301v

Tenant Name (?)**Violation Address**

1010N 4th St

Photo Upload

IMG_3190.jpeg

6.98MB

**Description of Violation****Ordinance 4433 - Environmental Code/New Provisions ***

- | | |
|--|---|
| ☒ 42-67 - Exterior Conditions / Yard | ☐ 42-68 - Abandoned Motor Vehicles |
| ☐ 42-69 - Off-Street Residential Parking | ☐ 42-70 - Junking / Scrapping |
| ☐ 42-71 - Stagnant Water | ☐ 42-72 - Weeds |
| ☐ 42-78 - Noxious Weeds | ☐ Other |

Steps to Remediate

Trash o property
Clean up and haul off

Recheck Date

Date Needs the Day Before Court

2025-04-11 11:26:02 AM

Days Before Recheck

- ☒ 3 Days
- ☐ 5 Days
- ☐ 10 Days
- ☐ 15 Days
- ☐ 30 Days
- ☐ 45 Days

Violation

- ☒ 1st Notice
- ☐ Court Citation

Inspection Officer

Erin Musgrove



Notice of Environmental Violation

State of Kansas
County of Montgomery
City of Independence

You are hereby notified that on the 4/2/2025, at 11:26:14 AM the undersigned Public Officer conducted and inspection of the following property:

1010 N 4th St

This is an **OFFICIAL FIRST NOTICE OF VIOLATION.**

If these issues are not resolved, a citation into Independence Municipal Court will follow, with a penalty **up to \$500** (not including court fees).

Carl Gyll

400 N Pennsylvania Ave. Independence, KS 67301

Said property is in violation of the "Environmental Code" for the City of Independence and can be found on our website under "Quick links" City Code. **Sec. 42-67. Exterior conditions.**

It shall be unlawful for any person either as owner, tenant, or occupant of any premises to allow to exist on any residential, commercial, or industrial premises, conditions which are injurious to the health, safety, or general welfare of the residences of the community, or conditions which are detrimental to adjoining property, the neighborhood, or the city. For the purpose of fair and efficient enforcement and administration, such unlawful conditions shall be classified as follows:

(1) Exterior Property Maintenance. premises shall be maintained in a clean, safe, and sanitary condition.

Complaints! **(4) Weeds Debris & Trees** piles of trash still in driveway

Other / or remedy to situation: **Last chance to get rid of this trash.**

You are hereby given 7 days from the date of receipt of notification or mailing to alleviate the violation.

Date I will recheck on or by_ 4/11/2025.

You are further notified that you may request a hearing before the governing body concerning this matter. Said request must be made within 72 hours of the receipt of notification of violation or the mailing of said notification.

FAILURE TO ALLEVIATE

Failure to alleviate said Violation or request said hearing may result in your prosecution as provided for in the Ordinance Sec. 42-73. Notice Penalty and or the abatement of the condition by the City as provided for by Sec. 42-81. Abatement, with or without notice, Sec. 42-82. With the cost being assessed against you and collected as provided for in Sec 42-85.

I hereby certify that a true and correct copy of the above notice of violation was (personally served), or **(sent by mail)**, to **Carl Gyll** on **4/2/2025, at end of day.**

Code Enforcement,

Phone 620-714-1758



Notice of Environmental Violation

State of Kansas
County of Montgomery
City of Independence

You are hereby notified that on the 1/8/2025, at 1:39:45 PM the undersigned Public Officer conducted and inspection of the following property:

1010 N 4th St.

This is an **OFFICIAL FIRST NOTICE OF VIOLATION.**

If these issues are not resolved, a citation into Independence Municipal Court will follow, with a penalty **up to \$500** (not including court fees).

Carl Guyll
400 N Penn

Said property is in violation of the "Environmental Code" The entire code can be found on our website under "Quick links" City Code.

Sec. 42-67. Exterior conditions.

It shall be unlawful for any person either as owner, tenant, or occupant of any premises to allow to exist on any residential, commercial, or industrial premises, conditions which are injurious to the health, safety, or general welfare of the residences of the community, or conditions which are detrimental to adjoining property, the neighborhood, or the city. For the purpose of fair and efficient enforcement and administration, such unlawful conditions shall be classified as follows:

- (1) Sanitation: debris from inside on driveway and in back yard**
- (4) Weeds, Debris, and Trees: limbs and overgrowth through fence row**
- (9) Exterior of Structure**
 - c. Exterior Walls: paint chipping on siding and fascia of garage, north side of house looks slimy**
 - d. Roofs and Drainage: gutters on house full, put up fallen gutter on garage, suspect leaks.**
- (10) Exterior Property Storage: stuff in back yard**

Other / or remedy to situation: **Remove debris on driveway, back yard, and west side of shed. Cut back weeds or plants in fence. Paint siding in front, power wash siding on north side of house, clean gutters, make sure in downspouts, put up guttering on garage, paint fascia on garage, get the roof inspected.**

You are hereby given **7 days** from the date of receipt of notification or mailing to alleviate the violation.

Date I will recheck on or by_ 1/22/2025.

You are further notified that you may request a hearing before the governing body concerning this matter. Said request must be made within 72 hours of the receipt of notification of violation or the mailing of said notification.

FAILURE TO ALLEVIATE

Failure to alleviate said Violation or request said hearing may result in your prosecution as provided for in the Ordinance Sec. 42-73. Notice Penalty and or the abatement of the condition by the City as provided for by Sec. 42-81. Abatement, with or without notice, Sec. 42-82. With the cost being assessed against you and collected as provided for in Sec 42-85.

I hereby certify that a true and correct copy of the above notice of violation was (personally served), or **(sent by mail)**, to **Carl Guyll** on **1/8/2025, at end of day.**

_____Erin Musgrove_____

Code Enforcement,

Phone 620-714-1758

Envriomental Recheck

Initial Submission Date

2025-01-08

Violation Address

1010 N 4th St.

Quick Reference ID

R5844

Original Violation Description

Carpet & disgarded items on driveway and in back yard.

Pile of wood scraps and weeds in front of shed. Wild growth through fence.

House has peeling paint on siding and full gutters. Garage has peeling paint on facia and guttering one end on the ground. Both the roof on the house are suspect of leaking. If so repair or replace.

Has been Addressed? *

☐ Yes

☒ No

☐ Extend

Selecting 'No' will initiate the Court Citation process

Court Date

05/07/2025

Photo Upload

image.jpg

4.96MB







REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 22, 2025

Department Housing

Director Approval April Nutt

AGENDA ITEM Consider adopting a resolution establishing a new Independence Home Development Grant.

SUMMARY RECOMMENDATION The Independence Housing Authority Board of Directors, the Housing Steering Committee, and the Economic Development Advisory Board recommend approving the Independence Home Development Grant.

BACKGROUND With the City Commission's number one directive for 2024 and 2025 focusing on housing, the Independence Housing Authority Board of Directors and the Housing Steering Committee have discussed various opportunities and programs focused on housing development. The Independence Home Development Program (IHDP) is an initiative that came from those discussions. The IHDP is designed to encourage residential growth and enhance community development in the City's older neighborhoods. This program offers a \$5,000 financial incentive to construct new single-family homes within designated areas of the City. For 2025, the recommendation is to fund the program with \$10,000 to support the development of two new single-family homes. We plan to request consideration of \$20,000 in the 2026 budget to support the development of four new single-family homes.

FINANCIAL INFORMATION The recommendation to fund this new housing initiative is being made available from the 2024 Neighborhood Exterior Grant funds. In 2024, \$100,000 was budgeted for the Neighborhood Exterior Grant Program, with \$88,274.91 being committed.

SUGGESTED MOTION I move to adopt a resolution establishing the Independence Home Development Program.

SUPPORTING DOCUMENTS

1. Resolution 2025-021 - Establishing IHDP
2. IHDP Policy
3. IHDP Grant Application

RESOLUTION NO. 2025-021

A RESOLUTION ESTABLISHING THE INDEPENDENCE HOME DEVELOPMENT PROGRAM (IHDP)

WHEREAS, the City of Independence, Kansas, has identified housing development as a top priority for the year 2025; and

WHEREAS, the Independence Housing Authority Board of Directors, the Housing Steering Committee, and the Economic Development Advisory Board have recommended the establishment of a grant program to promote the construction of new single-family homes; and

WHEREAS, the City Commission desires to encourage infill residential development and neighborhood revitalization by providing financial incentives within designated areas of the community;

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

Section 1. Program Adoption

The City of Independence hereby establishes the Independence Home Development Program (IHDP) to provide a financial incentive in the amount of \$5,000 per eligible new home constructed in accordance with the adopted program policy.

Section 2. Program Purpose

The IHDP is created to stimulate new residential construction, strengthen neighborhood stability, and support community development goals by targeting infill development opportunities within designated areas of the city.

Section 3. Administration

The IHDP shall be administered by the Independence Housing Authority in coordination with the Assistant City Manager and relevant city staff. The program shall be governed by the policy titled "Independence Home Development Program (IHDP) Policy," dated May 22, 2025, which outlines eligibility criteria, application procedures, and developer qualifications.

Section 4. Funding

Initial funding in the amount of \$10,000 shall be allocated from the remaining 2024 Neighborhood Exterior Grant funds, as approved by the City Commission, sufficient to support up to two (2) grants during the 2025 program year. Future funding allocations shall be determined annually during the City's budget process.

Section 5. Effective Date

This Resolution shall take effect immediately upon its adoption by the City Commission.

ADOPTED this 22nd day of May, 2025, by the Governing Body of the City of Independence, Kansas.

CITY OF INDEPENDENCE, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

City of Independence, Kansas

Independence Home Development Program (IHDP) Policy

I. Purpose

The purpose of the Independence Home Development Program (IHDP) is to promote residential growth and long-term community vitality through targeted financial incentives for constructing new single-family homes in designated redevelopment areas within the City of Independence, Kansas.

II. Authority

This policy is authorized by the City Commission's adoption of a resolution on May 22, 2025, and shall be administered by the Independence Housing Authority, in partnership with City staff and under the advisement of the Housing Steering Committee and the Economic Development Advisory Board.

III. Program Description

The IHDP offers a \$5,000 grant per qualifying residential development. Program funding is allocated annually and may support multiple grants each year, based on available resources and the City's annual budget process.

IV. Eligibility Requirements

Applicants must meet all of the following criteria to qualify for the IHDP:

1. Type of Home: The structure must be a newly constructed, single-family dwelling.
2. Ownership: The applicant must own the property parcel for which they are applying for grant funds.
3. Permit Timing: The building permit must be issued after the adoption date of the IHDP resolution.
4. Occupancy: A Certificate of Occupancy must be awarded.
5. Location: The property must be located within the eligible zone, defined as south of Oak Street, extending to the city's east, west, and south limits.
6. Code Compliance: All construction must comply with Independence's Zoning Regulations and Building Codes.
7. Structure Type: Mobile homes are not eligible for this program.
8. Tax Compliance: All personal and business property taxes on properties located within the City of Independence that are associated with the applicant must remain current from the date of submission of Part I of the application through the date grant funds are disbursed. Failure to maintain current tax status at any point during this period will result in disqualification of the property from the grant program. Grant eligibility will not be reinstated retroactively, and forfeited funds will not be reissued.
9. City Accounts: All City utility accounts and any other City-issued bills associated with any of the property owner(s) must remain current and in good standing from the date of submission of Part I of the application through the date grant funds are disbursed. This includes all accounts and bills held in the name of any listed property owner. Failure to maintain current status on any City account or bill at any time during the program will result in disqualification of the property from the grant program. Grant eligibility will not be reinstated retroactively, and forfeited funds will not be reissued.

10. Project Completion: The construction of the home must be completed within two (2) years of the Application Part I date (defined as the date the applicant signs Part I of the application). If construction has not been started within one (1) year of the Application Part I date, the application will become void, and no grant funds will be earmarked for the property.

11. Application Submission: The applicant must submit both Application Part I and Part II as laid out in the section immediately following.

V. Application Process

Within 30 days of obtaining a building permit for the construction of the home the applicant must complete and submit Part I of the IHDP Application, with all required documentation included, to the Independence Housing Authority or the Assistant City Manager.

Required Documentation with Part I of Application:

- Copy of Property Deed
- Verification of Current Property Tax Payments for properties located within the City of Independence (personal and business)
- Proof of Current City Bills and Accounts in all Property Owner Names
- Copy of Building Permit (issued after the adoption of the IHDP Resolution)

Within 30 days of the Certificate of Occupancy being issued, the applicant must complete and submit Part II of the IHDP Application, with all required documentation included, to the Independence Housing Authority or the Assistant City Manager.

Required Documentation with Part II of Application:

- Copy of Property Deed
- Verification of Current Property Tax Payments for properties located within the City of Independence (personal and business)
- Proof of Current City Bills and Accounts in all Property Owner Names
- Completed IRS Form W-9
- Final Inspection Report
- Certificate of Occupancy

VI. Developer Eligibility

Bona Fide Developers may apply for grant funds after full construction is complete and the home is listed for sale.

Definition – Bona Fide Developer:

A bona fide developer is an individual or entity actively engaged in real estate development, with a documented history of similar projects or a viable business plan demonstrating capacity to execute residential construction or rehabilitation. The developer must engage in substantive property development and not solely act as a property holder.

VII. Program Administration

- Annual Cap: The number of homes funded each year will be determined by available program funding as allocated through the City's annual budget process.

- Award Process: Grants are awarded on a first-come, first-served basis.
- Funding Source: Subject to annual Commission approval and available budget.
- Disbursement: Grant funds will be disbursed by the City of Independence upon the Independence Housing Authority's verification of full compliance with program requirements.

VIII. Application Access and Contact

Applications can be obtained at:

Independence Housing Authority, **or**
Assistant City Manager's Office

City Hall

📍 120 North 6th Street, Independence, Kansas

For more information, contact:

📞 April Nutt – (620) 332-2536

✉️ apriln@independences.gov

IX. Amendments and Policy Review

This policy shall be reviewed annually in conjunction with the City's budget process. Recommendations for amendments may be submitted by the Housing Steering Committee and shall require City Commission approval.

City of Independence, Kansas

Independence Home Development Program (IHDP) APPLICATION PART I

Application for Incentive Grant Part I

This application is for individuals or bona fide developers applying for the \$5,000 incentive grant under the Independence Home Development Program (IHDP). Part I of this application must be submitted within 30 days of receiving the building permit for the home.

1. Applicant Information

Property Owner Name(s): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

2. Property Information

Project Address: _____

I am *(check all that apply)*:

☐ a bona fide developer who intends to sell this property post construction

☐ owner of this property

Parcel Number: _____
(this can be found on your deed or by calling the county appraiser at (620) 330-1050)

Zoning District: _____

Building Permit Number: _____

Date Permit Issued (must be after May 22, 2025 and within 30 days of receipt of application): _____

Estimated Completed Date of Construction: _____

3. Required Documentation *(Attach the following)*

☐ Copy of Property Deed

☐ Verification of Current Property Tax Payments

☐ Copy of Building Permit

☐ Proof of Current City Utility Accounts and Other City Bills

APPLICATION PART I CONTINUES ON NEXT PAGE

4. Certification

- I certify that the information provided in this application is true and accurate to the best of my knowledge.
- I certify that I understand and meet all eligibility requirements as outlined in the IHDP policy.
- I understand that this application **will become void one (1) years from the date of this application if** construction has not begun.
- I understand that **within two (2) years of the application** date: Construction of the home must be completed with a Certificate of Occupancy issued; **and** Part II of this Application must be submitted to and received by the Independence Housing Authority or Assistant City Manager.
- I understand that if real estate taxes or special assessments are **delinquent on any property** located within the City of Independence that is owned by me, jointly owned, owned by my spouse, or owned by a business in which I hold an ownership interest, the subject property shall be ineligible for grant funds. I further understand that all such taxes must **remain current** from the date of application through the date of grant disbursement. I acknowledge that any forfeited eligibility or funds due to delinquency cannot be retroactively reinstated.
- I understand that all City utility accounts and other City-issued bills associated with me—including those held in my name, jointly with others, in my spouse's name, or under any business in which I have an ownership interest—**must remain current** and in good standing for the entire duration of the program. I acknowledge that any delinquency will result in disqualification of the property and that forfeited grant funds will not be reissued retroactively.

Signature: _____ Date: _____

Printed Name: _____

Submit Application To: Independence Housing Authority or Assistant City Manager

City Hall – 120 North 6th Street, Independence, KS 67301 ☎ (620) 332-2536 ✉ apriln@independences.gov

All Names listed on Property _____

CITY CLERK'S OFFICE ONLY

City utility bills for accounts in the name of any listed property owner are:

☐ current and paid ☐ delinquent (ineligible)

No other City-issued bills in any listed property owner are owed to the City:

☐ No Unpaid Bills ☐ Unpaid Bills (ineligible)

By: _____ Date: _____
(City Clerk's Office Authorized Signature)

FOR INDEPENDENCE HOUSING AUTHORITY (IHA) USE ONLY

The required documents were received by the IHA office to complete the application. Based on these documents, Part I of this application is: ☐ Accepted ☐ Denied (reasoning attached)

By: _____ Date: _____
(IHA Signature)

Date Construction must start: _____ Date Project must be completed: _____

Project Earmarked for Grant Funds Year _____

City of Independence, Kansas

Independence Home Development Program (IHDP)

APPLICATION PART II – CERTIFICATION OF CONSTRUCTION COMPLETION

Application for Incentive Grant Part II

This application is for individuals or bona fide developers applying for the \$5,000 incentive grant under the Independence Home Development Program (IHDP). Part I of this application must be submitted within 30 days of receiving the building permit for the home. Part II must be submitted within 30 days after receiving a Certificate of Occupancy for a newly constructed, single-family home within the designated eligible area.

1. Applicant Information

Owner Name(s): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

2. Property Information

Project Address: _____

Parcel Number: _____

(this can be found on your deed or by calling the county appraiser at (620) 330-1050)

I am (check all that apply):

☐ a bona fide developer and have listed this property for sale (attach verification)

☐ owner of this property

Start Date: _____ Completion Date: _____

Date Certificate of Occupancy Issued: _____

3. Required Documentation (Attach the following)

☐ Certificate of Occupancy

☐ Final Inspection Form

☐ Proof of Real Estate Listing (only if bona fide developer)

☐ Completed IRS Form W-9

☐ Verification of Current Property Tax Payments

☐ Proof of Current City Utility Accounts

APPLICATION PART II CONTINUED ON NEXT PAGE

4. Certification

I certify that the information provided in this application is true and accurate to the best of my knowledge, and that I meet all eligibility requirements as outlined in the IHDP policy.

Signature: _____ Date: _____

Printed Name: _____

Submit Application To:

Independence Housing Authority or Assistant City Manager

City Hall – 120 North 6th Street, Independence, KS 67301

☎ (620) 332-2536 ✉ apriln@independenceks.gov

CITY INSPECTION ONLY

Review: ☐ Project Complete (permits for all work and inspection completed) ☐ No

By: _____ Date: _____
(City of Independence Building Inspector)

All Names listed on Property _____

CITY CLERK'S OFFICE ONLY

City utility bills for accounts in the name of any listed property owner are:

☐ current and paid ☐ delinquent (ineligible)

No other City-issued bills in any listed property owner are owed to the City:

☐ No Unpaid Bills ☐ Unpaid Bills (ineligible)

By: _____ Date: _____
(City Clerk's Office Authorized Signature)

INDEPENDENCE HOUSING AUTHORITY USE ONLY

Date City received Application Part II: _____

The Project has been reviewed & verified to have met all requirements:

By: _____ Date: _____
(IHA Signature)



CITY OF INDEPENDENCE
May 22, 2025

Department

Director Approval David Schwenker

AGENDA ITEM City Board Minutes

BACKGROUND

SUPPORTING DOCUMENTS

1. IHPRC Minutes - April 14 2025 meeting

April 14, 2025

RE: Independence Historic Preservation Resource Commission Meeting

Members Present: Darin Axthelm, Bill Gour, Brett Richards, and Gary Hogsett

City Staff: David Cowan, Maurice Garlet

Ex Officio: Lisa Wilson, Tabatha Snodgrass

Absent: Jason Rutledge, Tim White & Brea Sanford

Special Guest: Lisa & John Richard

Darin Axthelm called the meeting to order at 12:04 p.m.

Brett Richards made a motion to approve the March 10, 2025, meeting minutes as presented. Bill Gour seconded the motion, and all were in favor.

III. Action Item

- a) Lisa Richard presented a Certificate of Appropriateness application to re-roof her residence at 300 S. 8th. The residence is listed on the Historical Registry and is the former home of Alf Landon. The house is currently experiencing multiple leaks, and shingles are being lost during storms. The proposal is to replace the roof with Malarkey Class IV shingles.

The commission had no questions for Ms. Richard. Gary Hogsett moved to approve the certificate, and Bill Gour seconded the motion. The motion passed unanimously.

Darin Axthelm moved to adjourn the meeting, and Bill Gour seconded the motion.



Report
CITY OF INDEPENDENCE
May 22, 2025

Department Public Works & Utilities

Director Approval

AGENDA ITEM Public Works Report

BACKGROUND

SUPPORTING DOCUMENTS

1. Project Status 5-2025cc
2. Paving Alts

	Project Title	Project Description/Scope	Approx. Cost (000's)	Grant Portion	Arch. or Eng. Partner	Status	Last Month Progress	Next Month Plan/Issues	Projected Const Start	Projected Compl.
1	KAIP - Apron Rehab	Apron rehab near Textron operations.	\$840	\$756	TBD	Grant announced.	Await decision.	Announced. Await KDOT grant paperwork.	2027	2027
2	Penn and Chestnut	Rebuild corner to accommodate drainage.	TBD	TBD	TranSystems	Engineering awarded.	Start design.	Review preliminary plans.	3Q25	3Q25
3	SS4A	Safe Streets for All grant.	\$1,605	\$1,605	TranSystems	Pre-grant.	Waiting for FHWA response to finalize grant agreement.	FHWA responded that the system was moving and we anticipate contract work to restart.	TBD	TBD
4	Whiskey Creek	Artificial lake for runoff water impoundment	TBD	TBD	TranSystems	Conceptual Design.	Finish preliminary application for USDA grant.	Finish preliminary application for USDA grant estimated early June.	TBD	TBD
5	CCLIP Grant - 10th	Reconstruct 10th between Main and Laurel	\$1,700	\$1,500	TranSystems	Pre-design.	RCA contract for design services.	Receive completed contract and issue notice to proceed.	3Q26	2Q27
6	Water Distribution Strategic Plan	Review water distribution system for repairs and replacement.	\$50	TBD	EBH	Engineering in progress.	Initial meeting held, work started.	Preapplication submitted for revolving loans. Initial data reviewed.	3Q26	4Q36
7	Dam Review And Repair	Design dam diversion structure and bid required repairs.	\$750	n/a	WRS	Design.	Initial meeting held, work started.	Engineering started, planning progress meeting.	4Q25	1Q26
8	Water Plant Next Phase	Water Plant Capital Work Per Master Plan	\$7,000	n/a	PEC	Design.	Final review of design package prior to submittal to KDHE for approval.	Plans submitted to KDHE.	1Q25	4Q28
9	Big Straw	Water pipeline to Bartlett.	\$11,000	All (via Bartlett)	EBH	Phase II Design.	Project in design.	Project in design.	4Q23	1Q26
10	Transp. Alt. Grant	8' sidewalk to Wal-Mart and Labette	\$1,350	\$980	TranSystems	Pre-bid.	Condemnation in progress.	Bid in 3Q25	3Q25	1Q26
11	KDHE Wastewater Loan	New sewer lines around 1st and Birch and around the Westminster area.	\$3,000	TBD	TranSystems	Pre-bid.	Awaiting for KDHE comments.	Responded to KDHE comments.	3Q25	4Q25
12	SPCC - Airport	Containment upgrades for fueling	\$150	n/a	TranSystems	Pre-bid.	Still awaiting final electrical drawings for RCA.	Review final drawings, issue RCA.	3Q25	3Q25
13	FAA - Rehab Pavement	Rehabilitate portions of the taxiways at Independence Municipal Airport.	\$645	\$581	Lochner	Pre-construction.	Wait for construction (2Q25).	Wait for construction (2Q25).	2Q25	3Q25
14	Enterprise Drive	Buildout of street, utilities	\$1,700	\$1,300	TranSystems	In construction.	File easement, complete work.	Schedule work.	1Q22	3Q25
15	Central Park	Central Park.	\$10,700	\$7,200	Indigo	In construction.	Construction has started.	Construction in progress.	4Q23	3Q25 (Phase II)
16	KDOT: Maple Street Cost Share	Complete rebuild, 17th Street to City Limits	\$3,780	\$1,600	TranSystems	In construction.	Agreement signed, scheduling final work.	Scheduling final work, change order anticipated.	1Q22	3Q25
17	Precision Rail	Rail work to be paid for by KDOT grant and precision, contract with City.	\$1,000	\$1,000	(Precision)	In construction.	Nearly complete.	Nearly complete.	3Q23	2Q25
18	Waterline/Meter Project	New Water Meters, Replace Some Water Main	\$3,600	n/a	PEC	In construction.	Meters mainly installed, working tie-in on 10th.	Meters mainly installed.	1Q24	2Q25
A	CCLIP, 2nd to City Limits	Mill and Overlay, 2nd to City Limits	TBD	TBD	TBD	Developing.	RCA for approval to submit application.	Application withdrawn.	2027	2027
B	2025 Mill and Overlay	Mill and Overlay Selected Locations	TBD	TBD	N/A	Developing.		Prep RCA for approval.	3Q25	3Q25

Green shade denotes changed/new information from last month.



Option A: Maple Street, 10th to 17th. Reason chosen: previously planned work that had been delayed.

Year	Street	SY	Tons HBP	Price HBP	Cost HBP	Price Milling	Cost Milling	Total	Residential Target
2025	Maple, 10th to 17th	12000	1386	\$120	\$166,320	\$4	\$48,000	\$214,320	\$40,000

Option B:

Three major areas: Pine between 10th and 11th, N 8th between Main and Chestnut, and 17th between Main and Myrtle

Reasons: Pine deteriorated during construction of the Early Learning Center and has regular school traffic, North 8th is the most deteriorated downtown street and receives significant foot traffic during Neewollah, and 17th between Main and Myrtle has several significant defects along with general deterioration.

Year	Street	SY	Tons HBP	Price HBP	Cost HBP	Price Milling	Cost Milling	Total	Total
2025	Pine between 10th and 11th	1200	139	\$130.00	\$18,018	Y	\$10	\$12,000	\$30,018
2025	N 8th Between Main and Chestnut	7617	880	\$130.00	\$114,369	Y	\$5	\$38,085	\$152,454
2025	17th Between Main and Myrtle	1000	116	\$130.00	\$15,015	Y	\$10	\$10,000	\$25,015
2025	Undefined								\$50,000

