

INDEPENDENCE CITY COMMISSION
REGULAR SESSION AGENDA

March 26, 2026

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. Consider reappointing Fred Meier to a 1st term on the Housing Authority expiring on April 11, 2030.

III. CONSENT AGENDA

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

- A. Consider approving the minutes of the February 26th, March 12th, and March 18th regular and special meetings.
- B. Consider waiving the ordinance prohibiting food trucks at Riverside Park on July 24, 2026, during the Montgomery County 4-H Fair.
- C. Consider a change order correcting connecting flange incompatibility issues related to the pump station for the water pipeline to Bartlett.

IV. PUBLIC HEARINGS

- A. Public Hearing to consider the condemnation of 1312 N. 10th Street as dangerous and unsafe.
- B. Public Hearing to consider the condemnation of 1924 N. 10th Street as dangerous and unsafe.

V. ITEMS FOR COMMISSION ACTION

- A. Consider a request from the Tree Board to proclaim April 25, 2026 as Arbor Day.
- B. Consider proclaiming April 12th through the 18th of 2026 as Public Safety Telecommunicators Week in Independence.
- C. Consider setting the date of May 14, 2026 at 5:30 PM for a public hearing for a Reinvestment Housing investment District for 201 North Penn Avenue.
- D. Consider awarding a bid for the roofing project at Riverside Park.
- E. Consider purchasing a new truck for the Water/Sewer Department.
- F. Consider awarding a contract for construction observation for the airport apron pavement maintenance project to H.W. Lochner, Inc.
- G. Consider awarding a contract for airport apron pavement maintenance to Maxwell Asphalt, Inc.
- H. Consider approving two ordinances related to leasing of hangars at the Airport.

I. Consider extending the contract with Resource Recovery, Inc.

VI. REPORTS

A. Monthly Public Works and Project Report

VII. CITY MANAGER'S COMMENTS

VIII. COMMISSIONERS' COMMENTS

IX. PUBLIC CONCERNS

X. ADJOURNMENT



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2026**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider reappointing Fred Meier to a 1st term on the Housing Authority expiring on April 11, 2030.

SUMMARY RECOMMENDATION

BACKGROUND The terms on the Housing Authority Board for Rita Ortolani and Fred Meier will expire on April 11, 2026. Rita Ortolani does not wish to be reappointed; however, Fred Meier does. Fred previously served an unexpired term, so this reappointment would represent his first full term. Those interested in applying to serve on this board must reside in the City limits. For more information, click here:

<https://www.independencesks.gov/m/newsflash/home/detail/541>

FINANCIAL INFORMATION

SUGGESTED MOTION I move to reappoint Fred Meier to a 1st term on the Housing Authority expiring on April 11, 2030.

SUPPORTING DOCUMENTS



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2026

Department City Clerk

Director Approval Kelly Passauer

AGENDA ITEM Consider approving the minutes of the February 26th, March 12th, and March 18th regular and special meetings.

SUMMARY RECOMMENDATION Approve the minutes.

BACKGROUND

FINANCIAL INFORMATION

SUGGESTED MOTION I move to approve the minutes of the February 26th, March 12th, and March 18th 2026 regular and special meetings.

SUPPORTING DOCUMENTS

1. February 26 2026 Commission Meeting_Minutes
2. March 12 2026 Commission Meeting_Minutes
3. March 18 2026 Special Commission Meeting_Minutes

Minutes of the City Commission's February 26, 2026 Meeting

I. REGULAR SESSION

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

City Staff Present: Kelly Passauer, City Manager; David Cowan, Assistant City Manager; Jeff Chubb, City Attorney; David Schwenker, City Clerk/City Treasurer; John Garris, City Engineer/Director of Public Works; Daniel Bowers, Police Captain; Scott Patton, Park and Zoo Director abd Derek Bryant, Assistant Chief of Police.

Visitors Present: Larry McHugh, Breanna Sanford, Sherri Garris, Lisa Drumeller, Hector Guevara, Jason Elmore, Ned Stichman, Darnell Lawrie and Lisa Wilson.

A. Call to Order

Mayor Hayse called the meeting to order.

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission adopted the agenda.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

II. PRESENTATIONS

A. Introduction and swearing in of the Independence Police Department's new Patrol Captain, Captain Daniel Bowers.

Daniel Bowers was selected to serve the citizens of Independence as Patrol Captain. Captain Bowers previously worked for the Independence Police Department starting in June 2016. He held the rank of Sergeant when he left the department in March 2025.

Daniel is originally from the area and has been involved in Law Enforcement since June 2016. Daniel says, "This career is not only a job for me, but a passion. As Captain, I aim to assist the Patrol Division while working

Minutes of the City Commission's February 26, 2026 Meeting

alongside the great officers of the Independence Police Department, and holding an elevated standard, so the community is cared for to the highest degree.

City Clerk Schwenker administered the oath.

III. CONSENT AGENDA

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission adopted the consent agenda.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- A. Consider approving the minutes of the February 3rd and 12th regular and Joint Commission and Planning and Zoning special meetings

Suggested Motion:

I move to approve the minutes of the February 3rd and 12th 2026 regular and joint Commission and Planning and Zoning special meeting.

- B. Consider approval of installation of a new ADA ramp at the corner of Walnut Street and South Pennsylvania Avenue.

A citizen has requested installation of an ADA-compliant curb ramp at the intersection of Walnut Street and South Pennsylvania Avenue in order to provide an ADA-accessible path of travel to the downtown area. Currently, this location does not contain a compliant pedestrian ramp. The installation of a new ADA-compliant will improve accessibility, pedestrian safety, and connectivity to downtown amenities.

The work will be completed under the City's existing unit-price concrete contract.

Suggested Motion:

I move to approve installation of an ADA-compliant ramp at the corner of Walnut Street and South Pennsylvania Avenue.

- C. Consider authorizing bidding for replacement salt/sand spreaders.

The Public Works Department utilizes truck-mounted salt/sand spreaders for

winter roadway treatment and ice control operations. Existing equipment dates to the 1990s, and has failed. Staff proposes to solicit bids for one (1) new municipal-grade salt/sand spreader, with the option to purchase one (1) additional identical unit within ninety (90) days of award, subject to funding availability.

The bid package includes specifications for municipal-duty equipment and provides an option for trade-in of existing equipment, if deemed advantageous to the City.

Bids would be due at 2pm on April 2, 2026.

Suggested Motion:

I move to authorize staff to advertise for sealed bids for the purchase of up to two truck-mounted salt/sand spreaders for the Public Works Department.

- D. Consider authorizing bidding for installation of a vehicle service pit at the Public Works facility.

The City of Independence operates and maintains a fleet of municipal vehicles that require routine service and preventative maintenance. To improve efficiency and technician safety, staff recommends installation of a chair-depth vehicle service pit at the Public Works maintenance facility. Proposals are due by 2:00 pm on April 2, 2026.

The project includes the construction of a sealed, reinforced concrete service pit approximately 17 to 21 feet long, approximately 40 inches wide, and approximately 4 feet deep, with an aluminum trade-bright pit liner. The pit will include a chair track system with a technician chair, a filter storage system with built-in sliding racks, and an integrated drain pan system for fluid collection. The service pit will also include a removable aluminum cover for safety when the pit is not in use, along with safety features such as non-slip surfaces and adequate lighting.

Bids will be returned to the Commission for consideration at a future meeting.

Suggested Motion:

I move to authorize requesting proposals for installation of a vehicle service pit at the Public Works maintenance facility.

- E. Consider a change order for the Beech Street culvert project.

Work on the replacement of the Beech Street culvert encountered unsuitable material below the location for the new box culvert. Per the contract, the contractor has suggested to use a quantity of a unit price item, Slope Protection, at \$20 per square yard to account for the stabilization efforts. GFT, our inspector, concurs. This would create a change order increase of \$1,280 on this project.

Suggested Motion:

I move to authorize the change order with J. Graham Construction, Inc. in the unit price amount of \$1,280 and for the execution of any necessary documents.

- F. Consider a change order for the Sanitary Sewer Improvements project.

Work on the connection to the existing sewer encountered failed sewer pipe in the Westminster and Fourth Street location. 42 feet of 8" sewer was required to be replaced. GFT, our inspector, has received a lump-sum price of \$6,580 to correct the issue and recommends City acceptance.

Suggested Motion:

I move to authorize Change Order Number 1 with Tri-Star Utilities, Inc. in the lump-sum price amount of \$6,850 and for the execution of any necessary documents.

- G. Consider bidding for the construction of containment at the Municipal Airport for the fueling system.

The City's plan for Spill Prevention, Control, and Countermeasures (SPCC) requires that we meet federal standards for containment at the airport fuel tanks. This project will be a part of the required containment for our airport fueling system. At this point, only the tank is being bid in an attempt to find the most competitive cost for the City. Bids would be opened at 10:00 AM on April 2, 2026.

Suggested Motion:

I move to authorize bidding for the construction of containment at the Independence Municipal Airport for the fueling system.

IV. PUBLIC HEARING

Minutes of the City Commission's February 26, 2026 Meeting

- A. Public Hearing to consider condemnation of 112 W. Oak Street as dangerous and unsafe.

The property located at 112 W. Oak Street has previously been reported to the City due to concerns regarding the condition of the primary structure, occupancy without utilities, and related environmental issues. Upon inspection, City staff observed that both structures are in disrepair, pose safety hazards, and have not had active City utility services since August 10, 2024.

The owner appeared at the prior meeting and informed the Commission that he was in contact with a real estate company and was preparing to sell the home. City staff has not received any further updates since that meeting.

Motion:

On the motion of Scott Smith, seconded by Dean Hayse, the Commission adopted a resolution condemning 112 W. Oak Street as dangerous and unsafe.

Aye: Dean Hayse, Scott Smith

Nay: None

Abstain: Tim White

- B. Public Hearing to consider condemnation of 208 S. Earl Street as dangerous and unsafe.

The property located at 208 S. Earl has been previously reported to the City for issues involving the condition of the primary structure and environmental issues. Upon inspection, City staff observed that both structures are in significant disrepair, pose safety hazards, and no city utilities since 9/21/2016.

City staff recommends condemnation of the structure as dangerous and unsafe.

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission adopted a resolution condemning 208 S. Earl Street as dangerous and unsafe.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

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- C. Public Hearing to consider condemnation of 417 N. 2nd Street as dangerous and unsafe.

The property located at 417 N. 2nd has been previously reported to the City for issues involving the condition of the primary structure and environmental issues. Upon inspection, City staff observed that both structures were in disrepair, posed safety hazards, and reported the presence of animals in the house. The City has had no contact from the owner of the residence.

City staff recommends condemnation of the structure as dangerous and unsafe.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission adopted a resolution condemning 417 N. 2nd Street as dangerous and unsafe.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- D. Public Hearing to consider condemnation of 500 N. Park Blvd as dangerous and unsafe.

The property located at 500 N. Park Blvd has previously been reported to the City due to concerns regarding the condition of the primary structure and associated environmental issues. Upon inspection, City staff observed that both structures are in disrepair, present safety hazards, and do not appear to have active utility services connected.

City staff recommends that the City Commission adjourn the meeting until December 10, 2026, to provide a group of citizens the opportunity to nominate the structure to the State Historical Society for historic designation and to raise funds for the repair and potential relocation of the structure.

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission adjourned the Public Hearing until December 10, 2026, at 5:30 pm.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- E. Public Hearing to consider condemnation of 512 W. Myrtle Street as dangerous and unsafe.

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On December 12, 2024, the City Commission voted to adjourn the condemnation hearing to June 26, 2025. The property owner was instructed to meet with the Building Inspector, submit a detailed timeline for proposed repairs, and either begin repairs or initiate the structure's removal. The owner has submitted a building permit and is working with the building inspector. Based on these circumstances, the staff recommended adjourning the hearing to November 13, 2025. On October 27, 2025, I requested the Building Inspector to give an update. I've attached photos, and the building inspector reports no work has occurred since he was last at the building. The owner informed the commission that he was experiencing financial difficulties and would begin work soon on the structure.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission adopted a Resolution condemning 512 W. Myrtle Street as dangerous and unsafe.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- F. Public Hearing to consider condemnation of 620 W. Chestnut Street as dangerous and unsafe.**

On June 16, 2025, City staff conducted an exterior inspection of the property and confirmed that all debris and trash had been removed. Hardboard material had been installed along the exterior foundation, sealing the masonry wall. However, staff was unable to verify whether the necessary repairs to the basement foundation wall had been completed.

At the previous meeting, JOYCO indicated that the building inspector had inspected the basement wall. Upon review with the building inspector, it was determined that the work was performed without inspection. Although he had been on-site for unrelated work and observed that foundation repairs had been made, no inspection was requested.

Since that meeting, I have been in contact with ML at the office, and they are aware of the Public Hearing. I have not been given an update on the project and the status.

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission adjourned the Public Hearing until June 25, 2026 at 5:30 p.m...

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Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- G. Public Hearing to consider condemnation of 720 W. Maple Street as dangerous and unsafe.

The property located at 720 W. Maple Street has previously been reported to the City for issues involving the condition of the primary structure, occupancy without utilities and environmental issues. Upon inspection, City staff observed that both structures are in significant disrepair, pose safety hazards, and no city utilities since 8/14/1998.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission adopted a resolution condemning 720 W. Maple Street as dangerous and unsafe.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- H. Public Hearing to consider condemnation of 908 E. Maple Street as dangerous and unsafe.

The property at 908 E. Maple Street has previously been reported to the City for issues with the condition of the primary structure and environmental concerns. Upon inspection, City staff observed that both structures are in disrepair, pose safety hazards, and have no utilities as of 11/30/2005.

City staff recommends condemnation of the structure as dangerous and unsafe.

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission adopted a resolution condemning 908 E. Maple Street as dangerous and unsafe.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

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- I. Public Hearing to consider condemnation of 917 W. Sycamore Street as dangerous and unsafe.

The property located at 917 W. Sycamore has previously been reported to the City for issues involving the condition of the primary structure and environmental issues. Upon inspection, City staff observed that both structures are in significant disrepair, pose safety hazards, and no city utilities since 9/13/2015.

City staff recommends condemnation of the structure as dangerous and unsafe.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission adopted a resolution condemning 917 W. Sycamore Street as dangerous and unsafe.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- J. Public Hearing to consider condemnation of 1018 E. Birch Street as dangerous and unsafe.

The property located at 1018 E. Birch Street has been previously reported to the City for issues involving the condition of the primary structure, occupancy without utilities and environmental issues. Upon inspection, City staff observed that both structures are in significant disrepair, pose safety hazards, and have not had city utilities for several years, necessitating that the City enforce its Ordinance requiring the residence to be vacated.

City staff recommends condemnation of the structure as dangerous and unsafe.

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission adopted a resolution condemning 1018 E. Birch Street as dangerous and unsafe.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

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- K. Public Hearing to consider condemnation of 1020 W. Chestnut Street as dangerous and unsafe.

The property located at 1020 W. Chestnut Street has previously been reported to the City for issues involving the condition of the primary structure and environmental issues. Upon inspection, City staff observed that both structures are in significant disrepair, pose safety hazards, and no city utilities since 8/15/2012.

City staff recommends condemning the property as dangerous and unsafe.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission adopted a resolution condemning 1020 W. Chestnut Street as dangerous and unsafe.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- L. Public Hearing to consider condemnation of 1028 W. Chestnut Street as dangerous and unsafe.

The property located at 1028 W. Chestnut Street has previously been reported to the City for issues involving the condition of the primary structure, occupancy without utilities and environmental issues. Upon inspection, City staff observed that both structures are in disrepair, pose safety hazards, and have not had city utilities since 9/15/2020.

The Building Inspector reports that work is occurring on the structure: Indy Heat and Air is installing a heating system, cleaning up all vegetation and exterior trash and debris, installing windows, and working on interior finishes and repairs.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission adjourned the Public Hearing until April 23, 2026, at 5:30 p.m.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- M. Public Hearing to consider condemnation of 1104 W. Chestnut Street as dangerous and unsafe.

The property located at 1104 W. Chestnut has previously been reported to the City for concerns regarding the condition of the primary structure and related environmental issues. Upon inspection, City staff observed that both structures on the property were in significant disrepair, posed safety hazards, and lacked active utility services as of November 9, 2020.

The City was subsequently contacted by Luis Aguiar, who purchased 1100 and 1104 W. Chestnut from Chris Canneles. On February 6, 2026, a building permit was issued for 1104 W. Chestnut to allow for remodeling of the structure. The proposed project timeline is approximately seven weeks to complete. City staff is recommending to adjourn the Public Hearing.

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission adjourned the Public Hearing for 1104 W. Chestnut until May 14, 2026, at 5:30 pm.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

V. ITEMS FOR COMMISSION ACTION

- A. Consider approval of a Funding Agreement for the 201 N. Pennsylvania Project between the City of Independence, US Federal Properties Co., LLC (Developer), and 201 Investors LLC (Owner).

US Federal Properties Co., LLC has requested that the City consider approval of certain development incentives related to property located at 201 N. Pennsylvania (the "Project"). If the City elects to proceed, a Development Agreement will be negotiated to define the rights and responsibilities of the parties and to implement any approved incentives.

The proposed Funding Agreement establishes a mechanism for reimbursement of costs incurred by the City in connection with:

- Legal notices and required publications
- Staff time associated with negotiation and preparation of a Development Agreement

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- **Preparation of related resolutions and ordinances**
- **Outside legal, financial, and planning services**

Under the revised agreement, 201 Investors LLC, as Owner, is responsible for establishing and maintaining the deposit with the City. The owner will provide an initial deposit of \$10,000. The City will draw from this deposit to pay eligible third-party costs. If the balance reaches \$2,500 and the process is not complete, the owner must replenish the fund in an amount estimated by the City to cover remaining anticipated expenses. Any unused funds will be returned to the owner upon completion or termination of the process.

The Developer remains the requesting party for the incentives and Development Agreement, but the financial obligation for payment of charges under this Funding Agreement is assigned to the Owner.

Approval of this Funding Agreement does not obligate the City to approve any incentives, establish a RHID, or enter into a Development Agreement. It solely establishes a cost-recovery structure to protect the City during evaluation and negotiation of the proposed project.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission approved the Funding Agreement for the 201 N. Pennsylvania Project between the City of Independence, US Federal Properties Co., LLC, and 201 Investors LLC, and authorized the Mayor to sign the Agreement on behalf of the City.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- B. Consider adopting a Resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 1117 N. 11th Street.**

The property located at 1117 N. 11th Street, owned by David Parker and Chere Parker, is in violation of City Code § 42-66 due to the accumulation of debris, junk, vehicle parts, and appliances in the yard.

Over the past five years, the Code Enforcement Officer has issued multiple notices to the property owners regarding these violations, which ultimately resulted in a City-initiated abatement completed in October 2024. Despite

that abatement, the property owners have again allowed conditions to develop that constitute a nuisance.

These ongoing violations have generated numerous complaints from neighboring residents regarding the unsightly and unsafe conditions of the property. The City has made repeated efforts to work with the property owners to achieve voluntary compliance; however, those efforts have been unsuccessful.

Given the recurring nature of the violations and continued noncompliance, it is necessary for the City to proceed with abatement in order to protect public health and safety.

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission adopted a resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 1117 N. 11th Street, Independence, Kansas, and to bill or assess the costs of such abatement against the property in accordance with City Code 42-69.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- C. Consider a recommendation from the Independence Tree Board to update the downtown tree plan.

In the past few years, a combination of factors have made clear the need for an update to the existing downtown tree plan. The primary issue is the increased bird activity from a flock of starlings that have claimed the downtown trees as a roosting habitat. This has led to significant sanitary issues for patrons and business owners. Following the most recent Neewollah event, bird deterrent sound boxes were installed at several downtown intersections, and bird activity has reduced. However, this improvement has also coincided with seasonal leaf drop in the fall, so it is difficult to determine until the season changes how effective the bird deterrent sound boxes have been. A contributing factor to this issue is that many of the trees have outgrown the space, and would need to be replaced regardless of the birds.

The park director has compiled three plan options for the downtown treescape. All tree species recommended in the plan would feature an upright columnar growth habit. They would not have the carrying capacity to host as many birds as the current trees, and would not have overhanging branches for birds to perch on. Any droppings from birds nesting or roosting in the trees should fall directly into the grate. It is worth noting that though

the change in trees will greatly reduce the number of available roosting sites on the sidewalks and parking areas, there will almost certainly continue to be bird activity in the downtown area. Finding a solution to the broader issue will require addressing multiple other problems.

Tree Plan Options

1. Replace all existing trees with tree species that have a narrow, columnar growth habit.
2. Replace half of the existing trees with tree species that have a narrow, columnar growth habit. Replace the remaining trees with smaller, drought-tolerant flowering shrubs.
3. Remove all existing trees from the downtown area to be replaced with increased hanging baskets, artificial shade, seating, art, or empty space.

At an Independence Tree Board meeting in November, approximately twenty members of the downtown business community attended to voice their concerns. The consensus of the business community was that all trees should be removed from the downtown area and be replaced with small shrubs, urns, or hanging baskets, though some acknowledged that a slender, upright tree species would also be acceptable. The Independence Tree Board has reviewed the options and recommends option two, which includes replacing approximately half of the existing trees with tree species featuring a narrow upright growth habit, and replacing the rest with drought-tolerant flowering shrubs. The board believes that this is a compromise with the opinions received by the downtown business community. The plan reduces the number of trees in the downtown area, while also keeping some trees and providing more greenery and color. The board believes that this combination will help mitigate the issue of bird activity in the downtown area.

It is worth noting that several years ago, trees were previously removed from the downtown area in response to complaints regarding bird droppings. Shortly thereafter, the broader community expressed dissatisfaction with the resulting lack of shade and visual character, describing downtown as overly barren. In addition, in 2014 Roger Brooks emphasized the importance of downtown street trees in his community assessment of Independence after the downtown trees had been removed, noting that street trees significantly enhance downtown ambiance, increase the perceived value of the area, and encourage people to spend more time and money in downtown districts. His assessment highlighted that successful downtowns consistently include street trees as a key element of beautification and economic vitality. In response, a community-led Trees Up campaign was launched in 2015, which successfully raised funds to eventually replant downtown street trees. The tree species

selected at that time were intended to be less attractive to birds and were also recommended for eventual replacement once they reached a certain size.

Given this history and guidance, staff is cautious about repeating past actions by making hasty decisions regarding tree removal. The previous removal did not achieve the desired downtown appearance and was not well received by the community. For these reasons, staff supports maintaining an appropriate level of trees within the downtown area while continuing to explore management strategies to address maintenance and nuisance concerns.

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission accepted the tree board's recommendation to update the downtown tree plan.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- D. Consider prohibiting parking on the south side of West Oak Street between 10th Street and 21st Street.

The City of Independence was contacted by the USD 446 Transportation Department regarding a safety concern on West Oak Street that is creating a serious issue for school buses traveling along the corridor. Vehicles parked along the south side of the street are encroaching into the travel lane. Due to the width of school buses, this condition forces drivers into the oncoming traffic lane, which is a violation of USD 446 school bus operating policy.

The City has also received complaints from nearby residents indicating that parked vehicles along West Oak Street are creating traffic hazards. However, the City's current policy for installing no-parking signage on narrow streets does not apply to this location due to the overall width of the roadway.

The USD 446 Transportation Manager and Superintendent have requested that, on days when school is in session, a no-parking zone be enforced on the south side of Oak Street between 10th Street and 21st Street from 6:30 a.m. to 5:00 p.m.

City staff have reviewed the request and are in agreement with the school district that no parking should be enforced as requested. While the resident request for a no-parking restriction on West Oak Street does not meet current policy guidelines and therefore requires City Commission approval,

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staff notes that vehicles parked along West Oak Street routinely force traffic into the oncoming lane. Additionally, this corridor is used by numerous large delivery trucks serving South Middle School, further increasing safety concerns.

Motion:

On the motion of Dean Hayse, seconded by Scott Smith, the Commission tabled an amendment to City Code section 102-116, authorizing No Parking.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- E. Consider adopting an ordinance amending the City Code for basement water meter installation.

The City of Independence was contacted by a downtown business owner requesting water meters for upper-story apartments. Under the current code, the City is not permitted to install water meters within basements in the Downtown Historic District. Due to narrow sidewalks and limited space downtown, installing external vaults to accommodate multiple meters would be both costly and difficult to implement.

The proposed ordinance amendment would allow the Water/Sewer Department to install meters in the basement; however, it requires the building owner to extend the service line one foot outside the building and to provide all necessary piping, manifolds, and exterior access for metering antenna cables to connect to exterior antennas. City water crews would be responsible for installing the meters on the prepared manifolds and ensuring network connection to the City metering network.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission adopted Ordinance No. 4501 amending Ordinance 4393 to allow for water meters to be installed in the basements in the Downtown Historic District.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- F. Consider authorizing a contract increase in the amount of \$46,800 with Water Resource Solutions, LLC for inspection of the Verdigris River Dam.

Previous inspections of the low-head dam at the Verdigris have been at the

surface and visual. When the previous RCA for design award and bidding were approved, it was thought that to fully inspect the dam, a diversion structure would be necessary. Water Resource Solutions, LLC (WRS), was selected and provided a proposal for design and bidding of the project.

The initial proposal totaled \$358,833, but the initial contract was approved at \$158,000, which was planned to get the project to a state where the overall construction of the diversion structure along with the correction of known issues could be bid. Additional work would then be awarded as necessary as the project progressed.

However, during the bidding, a company, Ballard Marine Construction (Ballard), that had received plans requested a meeting. During that meeting, they proposed that they could gain the information needed for determination of needed repairs without building a dam using divers and remotely operated bathymetric surveys with higher definition than initially used.

This has the potential to save the City hundreds of thousands of dollars, especially if minimal work is required to do repairs, as many repairs may not require a dam at all. As the inspection is an engineering function, staff requested WRS to contract with Ballard directly. Although the initial WRS contract was \$158,000, and the Ballard proposal is \$94,550, WRS is only requesting an increase of \$46,800 in their contract since WRS is currently under budget. This would increase their budget to \$204,800.

At the conclusion of this phase, WRS would provide an additional proposal to bid repairs beyond those known as discovered during the investigation.

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission authorized an increase in the amount of \$46,800 with Water Resource Solutions, LLC for engineering and inspection services.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- G. Consider approving an agreement between the City of Independence, the Independence Housing Authority (IHA), See-Kan Cooperative Development, Inc. (See-Kan), and 3D Homes, Inc. for the construction of a 3D printed home at 401 North 10th Street.

See-Kan Cooperative Development, Inc. and the Independence Housing Authority have partnered with 3D Homes, Inc. to construct a model 3D printed home on the City-owned property located at 401 North 10th Street.

3D printed homes represent an emerging form of residential construction that utilizes specialized equipment to print structural wall systems using concrete materials. This project is intended to introduce this technology to the Independence community and surrounding region.

Upon completion, the home will be made available for public tours and educational purposes for a minimum of 180 days. During this demonstration period, residents, contractors, developers, and housing stakeholders will have the opportunity to view the construction method and finished product firsthand. The goal is to evaluate the feasibility, durability, cost effectiveness, and potential future use of 3D printed housing within the community.

Following the demonstration period, the home will be listed for sale on the open market.

Ownership Structure

The City of Independence owns the property at 401 North 10th Street.

Because state law limits the ability of the Independence Housing Authority to hold title to real estate in this type of transaction, the property and all improvements will remain in the name of the City of Independence during construction and during the demonstration period.

The agreement does not transfer ownership of the land or the home to IHA or See-Kan. The City will remain the titled owner until the property is sold to a third-party purchaser. At closing, the City, as the record owner, will execute the deed to the buyer.

Project Roles and Responsibilities

- **City of Independence**
Contributes the use of the City-owned lot and retains title to the property until resale. The City is not contributing construction funds.
- **Independence Housing Authority (IHA)**
Contributes one-half of the construction cost and administers contractor payments.
- **See-Kan Cooperative Development, Inc.**
Contributes one-half of the construction cost.

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- **3D Homes, Inc.**
Constructs the 3D printed home in accordance with approved plans and specifications.

Construction Cost

The total construction cost is \$150,000.

- **IHA will contribute \$75,000.**
- **See-Kan will contribute \$75,000.**
- **The City will not contribute construction funding.**

Distribution of Sale Proceeds

When the property is sold:

- 1. Customary closing costs will be deducted from the sale price.**
- 2. The first \$150,000 of net proceeds will be split evenly between IHA and See-Kan to reimburse their construction investment.**
- 3. Any net proceeds above \$150,000 will be distributed as follows:**
 - **25% to IHA**
 - **25% to See-Kan**
 - **50% to 3D Homes, Inc.**

If the property sells for less than \$150,000 (after closing costs), IHA and See-Kan will absorb the loss proportionally. The City does not bear financial risk related to construction costs.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission authorized the Mayor to sign the "Agreement for Construction of 3D Home".

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

VI. REPORTS

A. City Board Minutes

1. January 6, 2026 Planning Commission/Board of Zoning Appeals

Minutes of the City Commission's February 26, 2026 Meeting

B. Monthly Projects and Public Works Report

Engineer Garris presented the report.

C. Annual Year-End Report

City Manager Passauer presented the report.

D. Appropriations

VII. CITY MANAGER'S COMMENTS

City Manager Passauer reminded everyone of the Main Street Fundraiser on Saturday, March 7th. The community-based strategic plan has fifteen different sessions for service clubs and other focus groups as well as open public forums on March 4th and 6th and all newsletters have been mailed out.

VIII. COMMISSIONERS' COMMENTS

Mayor Hayse noted that he got to hike the Verdigris Vista Trail and thought it was a great trail.

IX. PUBLIC CONCERNS

Ryan Robinson had a problem with the City requiring a fee for a pressure gauge test on gas lines and mentioned the opposition to the welcoming america certification.

X. ADJOURNMENT

Motion:

On the motion of Dean Hayse, seconded by Scott Smith, the Commission adjourned the meeting.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

Minutes of the City Commission's February 26, 2026 Meeting

Dean A. Hayse, Mayor

W. Scott Smith, Commissioner

Tim White, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the City Commission's March 12, 2026 Meeting

I. REGULAR SESSION

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

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

Visitors Present: Larry McHugh, Breanna Sanford, Lisa Drumeller and Richard Brown.

A. Call to Order

Mayor Hayse called the meeting to order.

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission adopted the agenda.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

II. CONSENT AGENDA

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission adopted the consent agenda.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

A. Consider awarding a Downtown Independence Building Grant for improvements to 124 E. Main Street.

Bob Miller, owner of 124 East Main, has made an application for a Downtown Independence Building Grant. The proposed improvements are new electric,

Minutes of the City Commission's March 12, 2026 Meeting

new plumbing, removal of the exterior metal, tuck pointing and lead-based paint abatement. Non-historic brick is to be removed from the existing storefront to expose historic brick. The historical brick facade is to be restored and a new storefront glass system is to be installed.

The estimated cost of the improvements is \$150,128 and the grant funding request is \$25,000. The Downtown Independence Building Grant Committee has reviewed the application and has determined that the request meets grant guidelines and recommends the City Commission approve the grant request.

Suggested Motion:

I move to approve the Downtown Independence Building Grant application for 124 East Main, not to exceed \$25,000.

- B. Consider a change order for the Sanitary Sewer Improvements project.**

Work on the connection to the existing sewer encountered a smaller diameter structure “lamp hole” than was specified on the plans, which would have been a typical manhole. Due to the small size of the lamp hole, it is not possible to connect the new 8-inch sewer line, and it must be replaced with a larger 4-foot standard manhole. As this is a unit price contract, there is already a unit price for this manhole. This change order would increase the number of units for item 16 from 19 to 20.

Suggested Motion:

I move to authorize Change Order Number 2 with Tri-Star Utilities, Inc. to increase the number of units of item 16 by one, resulting in a cost increase of \$6,500.00 to the project and for the execution of any necessary documents.

III. PUBLIC HEARING

- A. Public Hearing to consider the condemnation of 108 S. Wald Avenue as dangerous and unsafe.**

The property located at 108 S. Wald Ave. has previously been reported to the City for issues related to the condition of both the primary structure and the exterior yard. City Code Enforcement and the Building Inspector issued violation notices regarding the deteriorated exterior conditions, as well as orders to vacate in January and December 2025. The residence last had active water service on October 7, 2025.

Minutes of the City Commission's March 12, 2026 Meeting

City staff has had no contact with the owner since service of the no-water notices, and no repair timeline or plan to restore water service has been provided. Therefore, City staff recommends that the property be declared dangerous and unsafe and condemned.

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission adopted a resolution condemning 108 S. Wald Avenue as dangerous and unsafe and giving the owner 30-days to commence repair or removal of the structure.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- B. Public Hearing to consider the condemnation of 214 S. 12th Street as dangerous and unsafe.**

The City has received reports from Fire-EMS personnel indicating that the structure at this address was involved in a structure fire on December 20, 2025. The structure is currently in a deteriorated state of disrepair, with extensive damage resulting from the fire. Observed conditions include overgrown vegetation, the accumulation of trash and debris, reports of squatters, and the absence of active City utility services. Records indicate that utility services were last active in January 2020, and there is currently no gas or electrical service to the property.

Based on these conditions, and the City's lack of contact from the property owner, City staff recommends that the structure be declared dangerous and unsafe and that the owner be given 30 days to commence repair or removal.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission adopted a resolution condemning 214 S. 12th Street as dangerous and unsafe and giving the owner 30-days to commence repair or removal of the structure.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- C. Public Hearing to consider the condemnation of 316 S. Earl Street as dangerous and unsafe.**

Minutes of the City Commission's March 12, 2026 Meeting

The property located at 316 S. Earl St. has previously been reported to the City for issues with the condition of both the primary structure and the exterior yard. City Code Enforcement and the Building Inspector have issued violation notices concerning the deteriorated exterior conditions and orders to vacate on December 6, 2025.. The residence last had water service on 1/23/2024.

The owner of the structure has been working with Code Enforcement and the Building Inspector to fix up the property along with (3) other rental properties. City staff recommends adjourning the Public Hearing.

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission adjourned the Public Hearing for the condemnation of 316 S. Earl Street until June 25, 2026, at 5:30 p.m.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- D. Public Hearing to consider the condemnation of 509 N. 13th Street as dangerous and unsafe.

On December 29, 2025, a structure fire at 515 N. 13th Street extended to the adjacent structure at 509 N. 13th Street, causing extensive damage and partial collapse of the structure at 509 N. 13th Street. City staff has been unable to contact the owner, and all mailed notifications have been returned.

Based on these conditions and the lack of owner response, City staff recommends that the property be declared dangerous and unsafe and condemned.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission adopted a resolution condemning 509 N. 13th Street as dangerous and unsafe and giving the owner 30-days to commence repair or removal of the structure.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

Minutes of the City Commission's March 12, 2026 Meeting

- E. Public Hearing to consider the condemnation of 515 N. 13th Street as dangerous and unsafe.

The property located at 515 N. 13th Street was involved in a structure fire on December 29, 2025, which resulted in the destruction of the structures. The owner has been cooperative with City staff and provided insurance information; however, no further response has been received. The owner indicated she was working with a demolition contractor to have the property cleared, but City staff has not received any updates since January 2026.

Based on these circumstances, City staff recommends that the property be declared dangerous and unsafe and that the owner be given 30 days to commence repair or removal of the structure.

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission adopted a resolution condemning 515 N. 13th Street as dangerous and unsafe and giving the owner 30-days to commence repair or removal of the structure.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- F. Public Hearing to consider the condemnation of 521 W. Laurel Street as dangerous and unsafe.

The property located at 521 W. Laurel Street has previously been reported to the City for issues related to the condition of both the primary structure and the detached garage. City Code Enforcement and the Building Inspector have issued violation notices regarding the deteriorated exterior conditions. A response from the owner is included with this RCA.

The structure was last occupied in 2022, and utilities remained disconnected until June 2025. Although utilities have since been restored, no water usage has been recorded. The property currently has broken windows, missing and hanging siding, trash and debris in the yard, and a hole in the roof of the garage.

Prior to the December 11, 2025 meeting at which this matter was scheduled, the owner contacted City staff. The owner stated he would contract with a company to remove the tree and hire a demolition contractor to remove the

Minutes of the City Commission's March 12, 2026 Meeting

garage. He also indicated his intention to begin repairs to the house, address the exterior deficiencies, and make the structure habitable.

Since that contact in December, City staff has had no further communication with the owner and has observed no progress on the structures. Therefore, City staff recommends condemnation of the property and that the owner be given 30 days to commence repair or removal.

Motion:

On the motion of Scott Smith, seconded by Dean Hayse, the Commission adopted a resolution condemning 521 W. Laurel Street as dangerous and unsafe and giving the owner 30-days to commence repair or removal of the structures.

Aye: Dean Hayse, Scott Smith

Nay: None

Abstain: Tim White

- G. Public Hearing to consider the condemnation of 800 W. Chestnut Street as dangerous and unsafe.

The property located at 800 W. Chestnut Street has previously been reported to the City for issues related to the condition of the primary structure, accumulated debris, and ongoing code enforcement concerns. Upon inspection, City staff observed that the structure is in significant disrepair, presents multiple safety hazards, and has not been connected to City utilities since 2010. During the initial site visit, the basement contained approximately four feet of standing water. The foundation and basement walls exhibit substantial deterioration.

On January 22, 2026, the property owner informed the City Commission that they were working with a company to attempt to sell the building and requested additional time to determine whether a new owner could be secured who would be willing to renovate the structure. The City Commission agreed to adjourn the hearing until the March 12, 2026, meeting.

City staff recommends condemnation as dangerous and unsafe.

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission adopted a resolution condemning 800 W. Chestnut Street as dangerous and unsafe and giving the owner 45-days to commence repair or removal of the

Minutes of the City Commission's March 12, 2026 Meeting

structure.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- H. Public Hearing to consider the condemnation of 821 E. Maple Street as dangerous and unsafe.

The property located at 821 E. Maple Street has previously been reported to the City for issues related to the condition of both the primary structure and the detached garage. City Code Enforcement and the Building Inspector have issued violation notices regarding the deteriorated exterior conditions. The residence last had active water service in January 2025.

Based on the observed conditions and the owner's lack of response, City staff recommends condemnation of the property located at 821 E. Maple Street.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission adopted a resolution condemning 821 E. Maple Street as dangerous and unsafe and giving the owner 30-days to commence repair or removal of the structures.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- I. Public Hearing to consider the condemnation of 1100 W. Laurel Street as dangerous and unsafe.

The property located at 1100 W. Laurel Street has previously been reported to the City for issues related to the condition of both the primary structure and the detached garage. City Code Enforcement and the Building Inspector have issued violation notices regarding the deteriorated exterior conditions. The residence last had active water service in 2020.

The City has received communication from Matthew Dunn, who indicated his desire to preserve the structure; however, no additional response or proposed timeline has been provided since the initial notices were issued. Therefore, City staff recommends that 1100 W. Laurel Street be condemned as dangerous and unsafe and that the owner be given 30 days to commence repair or removal of the structure.

Minutes of the City Commission's March 12, 2026 Meeting

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission adopted a resolution condemning 1100 W. Laurel Street as dangerous and unsafe and giving the owner 30-days to commence repair or removal of the structure.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

IV. ITEMS FOR COMMISSION ACTION

- A. Consider a resolution to rescind the condemnation action for 608 E. Cedar Street.**

On February 6, 2026, the structures located at 608 E. Cedar were damaged by a fire that caused extensive destruction to a garage, carport, camper, passenger vehicle, and adjoining structures. As a result, the structures and vehicles are considered a total loss. The property owners do not have insurance coverage on any of the parcels impacted by the fire.

Since notification of the condemnation process, the owner has undertaken the responsibility to clean up the property and contacted City Staff that the property had been cleaned up. The City Staff inspected and is recommending that the City Commission rescind the condemnation process for 608 E. Cedar Street.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission adopted a resolution rescinding previous resolutions, which set a hearing date to consider the condemnation of 608 E. Cedar Street as dangerous and unsafe.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- B. Consider a request from the Wildcat Extension District to share in the cost of sidewalk replacement at 712 W. Myrtle Street.**

The City has received a request from the Wildcat Extension District #14 to share in the cost of replacing a section of public sidewalk and curb adjoining the new Extension Office facility located at 712 W. Myrtle Street in Independence.

Minutes of the City Commission's March 12, 2026 Meeting

The Wildcat Extension District is a local unit of K-State Research and Extension serving Crawford, Labette, Montgomery, and Wilson counties. The District provides research-based education and programming in agriculture, 4-H youth development, family and consumer sciences, and community development.

The requested improvements involve sidewalk and curb replacement along the west side of the new Extension Office building on the east side of North 14th Street, beginning at the entrance of the former helicopter pad and extending south to the newer concrete associated with the ADA street access.

According to the District, this section of sidewalk was already damaged and eroding when the property was purchased from St. John Building Corporation. While the City currently owns the parcel across the street where Fire/EMS is located and previously owned the parcel adjacent to Fire/EMS where the former hospital was located, the City did not own the parcel on which the Wildcat Extension District's new facility is located. As construction of the new office nears completion, the District believes it is an appropriate time to replace the deteriorated curb and sidewalk.

Under normal City policy, maintenance and repair of sidewalks is the responsibility of the adjoining property owner. However, staff believes participation in this project is appropriate given the positive impact of locating this regional facility in Independence. This request is similar to the City partnering with USD #446 on the cost to replace a water line located in the right-of-way as part of the Early Learning Center project.

A contractor quote provided for the work estimates the total project cost at \$9,350, which includes removal and replacement of approximately 850 square feet of sidewalk at \$11.00 per square foot.

Motion:

On the motion of Tim White, seconded by Dean Hayse, the Commission approved funding 50% of the cost of sidewalk replacement adjoining the Wildcat Extension District facility at 712 W. Myrtle Street, in an amount not to exceed \$4,675, from economic development funds.

Aye: Dean Hayse, Tim White

Nay: Scott Smith

- C. Request permission to lease purchase a Spencer Manufacturing Pumper, Stock Build 1697, equipped with a 1,000-gallon water tank and a 2,000 GPM pump.

If approved, the proposed purchase of a new fire engine would replace the department's current Engine 3, a 1985 model that is significantly beyond its recommended service life. Engine 3 is equipped with a 1,000-gallon water tank and a 2,000 gallon-per-minute pump. Due to its age and condition, it is currently used only as a reserve apparatus and is not routinely deployed for daily emergency responses. At approximately 15 years past its anticipated retirement age, Engine 3 no longer meets the operational reliability standards expected of a frontline suppression unit.

Upon acquisition of a new engine, Engine 3 would be removed from service entirely, with a recommendation to the City that the apparatus be sold through public auction. A comprehensive mechanical evaluation would then be conducted on Engine 1 (1999 model) and Engine 2 (2001 model) to determine which apparatus is in the best overall condition to continue serving in a frontline capacity. The unit determined to be less reliable would be reassigned to reserve status.

The new engine would serve as the department's primary response unit for confirmed structure fires and fire alarms. It would function as the primary pumping apparatus at fire scenes, improving operational effectiveness, reliability, and firefighter safety. Currently, Engine 1 and Engine 2 respond to all structure fires and fire alarms, with the exception of large commercial occupancies such as retail stores, apartment complexes, downtown buildings, hotels, churches, and schools, where Tower 1 is typically deployed due to its aerial capabilities for large-scale fire operations.

The department also operates a 2019 tower truck, which is the most valuable and specialized apparatus in the fleet. Due to the significant cost associated with replacing or repairing ladder apparatus, this vehicle is deployed only when its capabilities are required. In the event of a catastrophic mechanical failure or accident, securing a temporary replacement ladder truck would be extremely difficult and costly.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission approved a lease purchase of a 2026 Spencer Pumper Stock Build 1697 truck for \$899,879.60.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

V. REPORTS

Minutes of the City Commission's March 12, 2026 Meeting

A. Annual Landbank Report

Director Nutt presented the report and gave an update on the Jefferson subdivision.

B. City Board Minutes

C. Appropriations

VI. CITY MANAGER'S COMMENTS

City Manager Passauer thought that the City had very successful community development sessions and the survey will remain open until March 31st. If there are people who wish to sign up for emergency alerts they can text "Join City Alerts" to 31002. City Manager Passauer reviewed the dates for the upcoming commission meetings and informed the public that City Hall will be closed on April 3rd for Good Friday with no change for sanitation services.

VII. COMMISSIONERS' COMMENTS

VIII. PUBLIC CONCERNS

Richard Brown discussed problems he had with the water and sewer lines at his home.

IX. ADJOURNMENT

Motion:

On the motion of Dean Hayse, seconded by Scott Smith, the Commission adjourned the meeting.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

Minutes of the City Commission's March 12, 2026 Meeting

Dean A. Hayse, Mayor

W. Scott Smith, Commissioner

Tim White, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the City Commission's March 18, 2026 Meeting

I. SPECIAL SESSION

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

City Staff Present: Kelly Passauer, City Manager; David Cowan, Assistant City Manager; David Schwenker, City Clerk/City Treasurer; John Garris, City Engineer/Director of Public Works and Lacey Lies, Director of Finance.

Visitors Present: Beth Patton.

A. Call to Order

Mayor Hayse called the meeting to order.

II. ITEMS FOR DISCUSSION

A. Discuss sanitation and utilities services.

Engineer Garris presented the item.

B. Discussion of the 2027 Budget.

Director Lies led the discussion and presented the timeline for formulating the budget.

The Commission recessed for two minutes at 10:28 a.m.

The Commission resumed the meeting at 10:30 a.m.

III. ADJOURNMENT

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission adjourned the meeting.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

Minutes of the City Commission's March 18, 2026 Meeting

Dean A. Hayse, Mayor

W. Scott Smith, Commissioner

Tim White, Commissioner

Attest:

City Clerk/Treasurer



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2026**

Department Park, Zoo & Cemetery

Director Approval Scott Patton

AGENDA ITEM Consider waiving the ordinance prohibiting food trucks at Riverside Park on July 24, 2026, during the Montgomery County 4-H Fair.

SUMMARY RECOMMENDATION I recommend waiving the ordinance prohibiting food trucks at Riverside Park on July 24, 2026 during the Montgomery County 4-H Fair livestock auction.

BACKGROUND Montgomery County 4-H holds their annual fair and livestock auction in Riverside Park during the last week of July. During the livestock auction, they bring in food trucks to serve attendees. The event is usually well attended. The livestock auction will take place on July 24, 2026, from 5:00 PM - 9:00 PM.

FINANCIAL INFORMATION No financial impact

SUGGESTED MOTION I move to waive the ordinance prohibiting food trucks at Riverside Park on July 24, 2026, for the Montgomery County 4-H Fair livestock auction.

SUPPORTING DOCUMENTS



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2026**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider a change order correcting connecting flange incompatibility issues related to the pump station for the water pipeline to Bartlett.

SUMMARY RECOMMENDATION Authorize change order.

BACKGROUND The pump station was designed prior to the design of the connection to the main pipeline design being complete. The interface flanges between the pump station and the pipeline suction and discharge did not properly mate. A correction has been designed and the contractor is implementing the correction. The cost for the correction is \$3,554.40.

FINANCIAL INFORMATION Capital costs associated with the project will be reimbursed by Bartlett.

SUGGESTED MOTION I move to authorize a change order to the contract with APAC-Kansas, Inc. in the amount of \$3,554.40 and for the execution of any necessary documents for this change.

SUPPORTING DOCUMENTS

1. Change Order No. 3

DOCUMENT 00 63 63

CHANGE ORDER NO.: 3

Owner: **City of Independence, Kansas** Engineer's Project No.: **R4385.1**
 Engineer: **EBH & Associates, P.A.**
 Contractor: **APAC-Kansas, Inc. – Shears Division** Contractor's Project No.:
 Project: **Independence Water Transmission Line Improvements 2023**
 Contract Name: **Part 2 – Pump Station and Standpipe**
 Date Issued: **March 18, 2026** Effective Date of Change Order: **March 18, 2026**
 The Contract is modified as follows upon execution of this Change Order:

Description: Install 1" filler flange between flange adapter and expansion joints at both suction and discharge connections to new pump station.

Attachments: None.

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ <u>1,973,100.00</u>		Substantial Completion:	<u>August 13, 2026</u>
		Ready for final payment:	<u>September 17, 2026</u>
Increase from previously approved Change Orders No. 1 to No. 2		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] :	
\$ <u>29,614.80</u>		Substantial Completion:	<u>None</u>
		Ready for final payment:	<u>None</u>
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <u>2,002,714.80</u>		Substantial Completion:	<u>August 13, 2026</u>
		Ready for final payment:	<u>September 17, 2026</u>
Increase this Change Order:		[Increase] [Decrease] this Change Order:	
\$ <u>3,554.40</u>		Substantial Completion:	<u>None</u>
		Ready for final payment:	<u>None</u>
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <u>2,006,269.20</u>		Substantial Completion:	<u>August 13, 2026</u>
		Ready for final payment:	<u>September 17, 2026</u>

Recommended by Engineer (if required)

By: _____
 Title: Engineer
 Date: 03.18.26
 Authorized by Owner

By: _____
 Title: _____
 Date: _____

Accepted by Contractor

William T. Jacobson
 Project Manager
3/19/26

END OF DOCUMENT



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2026**

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider the condemnation of 1312 N. 10th Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends setting a Public Hearing date.

BACKGROUND

The property located at 1312 N. 10th Street has been previously reported to the City for issues related to the condition of both the primary structure and the garage. City Code Enforcement and the Building Inspector have issued violation notices concerning the deteriorated exterior conditions. The residence last had water service on 08/15/2022 and is currently vacant.

City staff is recommending condemnation as dangerous and unsafe.

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

SUGGESTED MOTION I move to adopt a resolution condemning 1312 N. 10th as dangerous and unsafe and giving the owner 30-days to commence repair or removal.

SUPPORTING DOCUMENTS

1. RESOLUTION 2026-051 - CONDEMNATION - DAYS - 1312 N 10th
2. Photos of 1312 N. 10th
3. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 01312026
4. 3171491_OE_Report
5. 2026 - Setting Date of Public Hearing
6. Notes & Parcel - 1312 N 10th

RESOLUTION NO. 2026-051

A RESOLUTION FINDING THAT THE STRUCTURE, OR STRUCTURES, LOCATED ON THE FOLLOWING TRACT/PARCEL IN THE CITY OF INDEPENDENCE, MONTGOMERY COUNTY, KANSAS, IS UNSAFE AND DANGEROUS AND ORDERED CONDEMNED AND DIRECTING SAID STRUCTURE, OR STRUCTURES, TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE. SAID REPAIR OR REMOVAL WILL COMMENCE WITHIN **30 DAYS** OF THE PUBLICATION OF THIS RESOLUTION.

Legal Description

Lots 3, 4 and 5, James Whitcomb Riley Addition to the City of Independence, Montgomery County, Kansas

Common Address

1312 N 10th Street

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 22nd day of January 2026, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2026—018**, dated **January 22, 2026**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **January 29, 2026 and February 5, 2026**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

The said governing body hereby finds that the structure, or structures, located on the following described tract/parcel in the City of Independence, Montgomery County, Kansas:

Legal Description

Lots 3, 4 and 5, James Whitcomb Riley Addition to the City of Independence, Montgomery County, Kansas

Common Address

1312 N 10th Street

Mortgage

Is unsafe and dangerous and constitutes a blight and therefore should be and is hereby condemned and it is hereby directed that such structure, or structures, be repaired or removed and the premises made safe and secure. The owner of the structure, or structures, is hereby given **45 days** from the publication of this resolution within which to commence such repair or removal and the premises made safe and secure. If the owner of such structure, or structures fails to diligently prosecute the same until the work is completed, said governing body will cause the structure, or structures, to be razed and removed, in order to make the premises safe and secure.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and a copy mailed to the owner, his or her agent, lien holders and occupants as provided by law and a copy of said resolution shall be filed with the Montgomery County Register of Deeds.

Adopted this 26th day of March, 2026.

(SEAL)

Mayor

City Clerk



1312 N. 10th Street



NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY

Date: January 31, 2026

TO: **Scott Russell**

RE: Unsafe or Dangerous Structure at: **1312 N. 10th**

Property records reflect that you are the owner or occupant of the above-described Property. This letter is being provided to you pursuant to K.S.A. 12-1751 et seq to advise you that staff for the City of Independence, Kansas, has determined that the Property is “unsafe or dangerous” and subject to condemnation or being ordered to be repaired or demolished.

On **January 22, 2026**, the City Commission adopted a Resolution for a public hearing to be held on **March 26, 2026, at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at **5:30 p.m.** At such hearing, the owner of the Property, the owner’s agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

On the date of the hearing, the Governing Body shall hear the evidence (if any) presented. If the Governing Body finds that the Property is unsafe or dangerous, then the Governing Body may direct the structure(s) to be repaired or removed and the Property made safe and secure. The Governing Body shall also fix a reasonable time within which the repair or removal shall be commenced and, if the owner fails to commence the repair or removal within the time stated, or fails to diligently prosecute the same to completion, the Governing Body will cause the structure to be repaired or razed and removed.

Please contact us as soon as possible so that we may review the steps that must be undertaken to bring the Property into compliance and no longer be regarded as unsafe or dangerous. To that end, please find enclosed a proposed Remediation Agreement. With a signed Remediation Agreement—together with a scope of work and proof of funds—City staff will can recommend to the Governing Body that further enforcement actions be stayed pending compliance with the Remediation Agreement.

Thank you for your prompt attention to this matter.

David Cowan

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. 2026-018

Report Cover Page

Date:	01/23/2026	Prepared For:	City of Independence
Order No.:	3171491	Owner(s):	Russell D. Scott
Issuing Office:	Security 1st Title 114 N. Pennsylvania Avenue Independence, KS 67301	Property Address:	1312 N 10th 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:

063-099-30-0-20-06-008.00-0

Date: January 23, 2026
Property Address: 1312 N 10th St, Independence, KS
67301

File No.: 3171491
Title Contact: Ronda Ballew
Contact E-mail: rballew@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: January 02, 2026 at 7:00 A.M.

On Real Estate described as:

Lots 3, 4 and 5, James Whitcomb Riley Addition 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:

Russell D. Scott

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 2025 in the amount of \$824.04, Not Paid.

Tax Parcel No. # 063-099-30-20-0-06-008.00-0

PIN # IC 6111

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

Mary Jo Wallis

Licensed Abstracter



CITY OF INDEPENDENCE, KANSAS

Office of the Building Official

120 N. 6th Street • Independence, KS 67301

Phone: (620) 332-2528 • Email: davidc@independenceks.gov

Date: January 9, 2026

To:

Scott Russell

308 S. 10th

Independence, Ks. 67301

RE: Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property

Property Location: 1312 N. 10th

Lien Holder:

Dear Mr. Russell

On **January 22, 2026**, pursuant to **K.S.A. 12-1752**, the enforcing officer for the City of Independence, Kansas, will request that the **City Commission** set a **public hearing date** to consider whether the structure(s) located at **1312 N. 10th** are unsafe or dangerous, and whether they should be ordered by the Governing Body to be repaired or demolished.

The City has received reports from Code Enforcement staff and neighboring residents indicating that the structure(s) at this address has **missing or broken windows, in disrepair, overgrowth, and last had utility service on 08/15/2022**.

To avert condemnation proceedings for the above-referenced property, it is imperative that the following actions be undertaken **without delay**:

1. **Mortgage/Lien Holder Information** – Provide the City with the current mortgage or lien holder and insurance information.
2. **Structural Repair** – If you intend to repair the structure, submit a **detailed plan and timeline** outlining the steps you will take to restore the building to a safe and usable condition.



“Delivering Excellence”

3. **Property Maintenance** – Maintain the property in accordance with City Code, including **regular mowing, trimming of vegetation, and removal of all trash and debris.**
4. **Demolition Procedures** – If you choose to demolish the structure, begin the process immediately and provide the City with a **timeline for demolition and site clearance.** A **City-issued demolition permit** is required prior to any such work.

Commission Meeting – Setting the Date for a Public Hearing:

- **Date:** January 22, 2026
- **Time:** 5:30 PM
- **Location:** 120 N. 6th – Commission Meeting Room 1st Floor

Should you need clarification or wish to discuss this matter further, please contact me at your convenience at **(620) 332-2528** (office), **(620) 330-0056** (mobile), or via email at **davidc@independenceks.gov**.

Your prompt cooperation in addressing this matter is appreciated.
Sincerely,

David J. Cowan
Assistant City Manager
Building Official / Director
City of Independence, Kansas

Address: 1312 N. 10th

Utility Account: Y ☒ N

Last Active Service Date: 8/15/2022

Parcel: ☒ Y N

Pictures: Structure-House-Yard-Sides-Rear-Rear Yard

Holes in Roof: Y N

Notes:

Missing Windows: ☒ Y N

Notes:

Missing/Broken/Boarded up

Open Doors: Y ☒ N

Notes:

Yard ~~Not~~ Mowed: Y ☒ N

Trash or Debris: ☒ Y N

Notes:

LOTS of Overgrowth

Garage-car port-Backyard

Other Notes:

LOTS of Boards - disrepair

Print Page

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The Parcel Number for this Property is 063-099-30-0-20-06-008.00-0

Quick Ref ID: 5693

Owner Information

Owner Name	SCOTT, RUSSELL D
Address	308 S 10TH ST INDEPENDENCE, KS 67301

Property Situs Address

Address	1312 N 10TH 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	Off Street - 1
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2025 Appraised Value

Class	Land	Building	Total
Residential - R	18,510	25,430	43,940
Total	18,510	25,430	43,940

2024 Appraised Value

Class	Land	Building	Total
Residential - R	18,530	23,530	42,060
Total	18,530	23,530	42,060

Tract Description

JAMES WHITCOMB RILEY ADD, S30, T32, R16, Lot 3 - 5; Lot Width: 150.0 Lot Depth: 170.0 Plat Book/Page B /47 Lot Width: 150.0 Lot Depth: 170.0
Deed Book/Page 386 /432 362 /283

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
386	432						

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	25500										18,510

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Bungalow
Quality	FR	Bsmt Type	Full - 4
Year Built	1920	Total Rooms	5
Eff Year		Bedrooms	2
MS Style	1 1/2 Story Finished	Family Rooms	
LBCSStruct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	1,052	Foundation	Concrete - 2
Main Floor Living Area	884		
Upper Floor Living Area Pct.	19		
CDU	FR-		
Phys/Func/Econ	PR/ /		
Ovr Pct Gd/RCN	/134,960		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components

Code	Units	Pct	Quality	Year
Frame, Siding, Metal		100		
Total Basement Area (SF)	884			
Warmed & Cooled Air		100		
Plumbing Rough-ins (#)	1			
Enclosed Wood Deck (SF), Solid Wall	96			
Composition Shingle		100		
Raised Subfloor (% or SF)		100		
Plumbing Fixtures (#)	5			
Automatic Floor Cover Allowance				

Building Improvements

Id	Occupancy	MSCIs	Rank	Qty	Yr Bt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
06	Residential Garage - Detached	D	1.00	1	1975			504	90	12	24 X 21	1	1	1					16,670	3	500
96	Prefabricated Storage Shed	D	1.00	1	1990			80	36	6	10 X 8	1	0	0					1,770	0	0
12	Site Improvements	P	1.00	1	1980			10		8		1	2	2					4,290	15	640

Building Improvement Components

Id	Code	Units	Pct	Size	Other	Rank	Year
12	Carport, Flat or Shed Roof	336					

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**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2026**

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider the condemnation of 1924 N. 10th Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends setting the date.

BACKGROUND On January 5, 2026, a vehicle fire at 1924 N. 10th Street extended to the residence, causing extensive damage to two bedrooms. Upon further investigation by Fire-EMS, the structure was determined to be in poor condition, uninhabitable, and unsafe.

The owner has since sold the home to Karen Neely, who resides out of state but will be retiring and returning to Independence to reside. Karen has submitted a repair timeline and has been issued a building permit to rehab/remodel the structure and meet Nspire occupancy requirements.

FINANCIAL INFORMATION The cost of removal if the owner fails to commence demolition of the structure(s).

SUGGESTED MOTION I move to adjourn the Public Hearing for the condemnation of 1924 N. 10th Street until July 23, 2026, at 5:30 p.m.

SUPPORTING DOCUMENTS

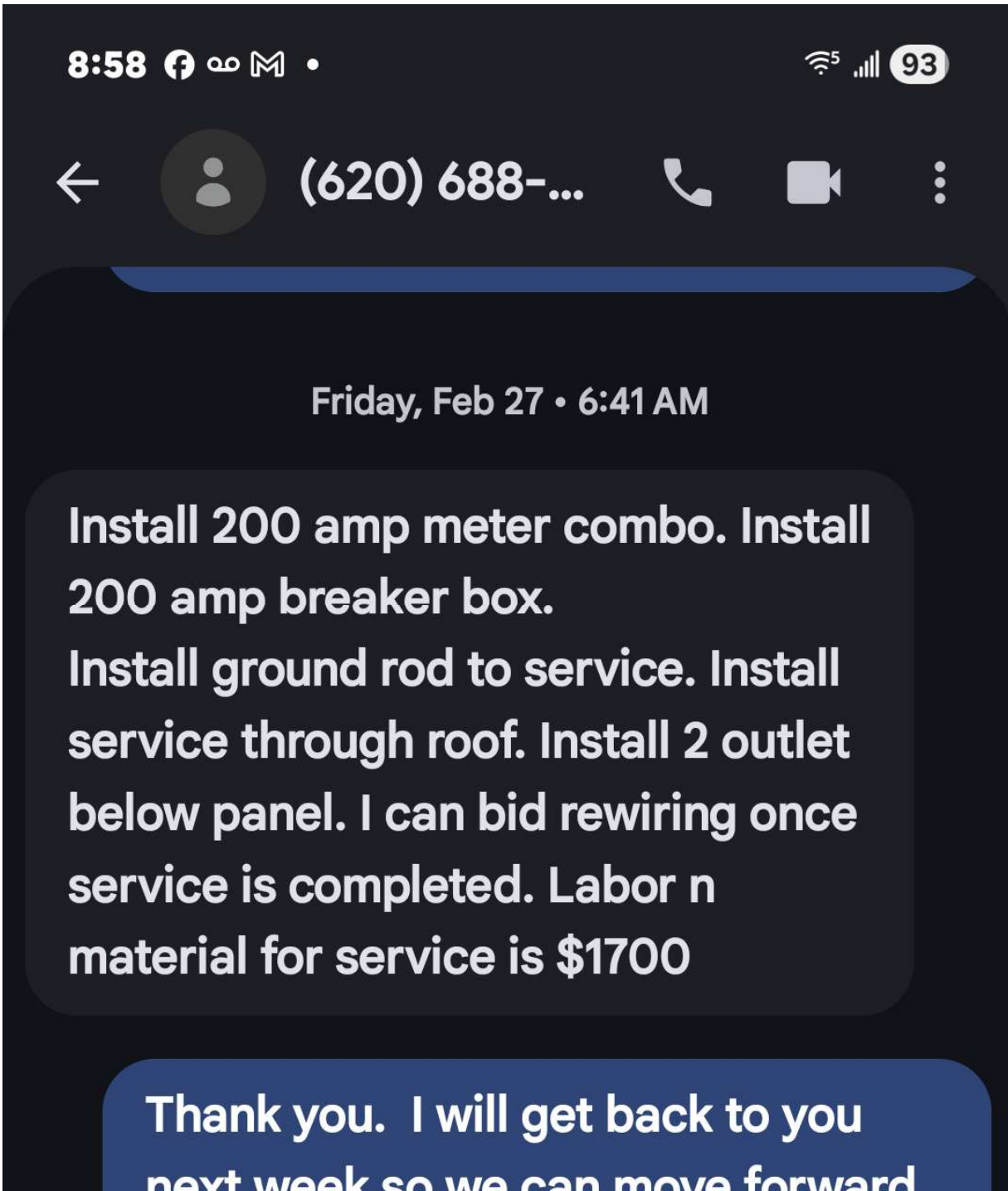
1. Picture
2. Timeline of Repairs
3. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 01312026
4. 1924 N. 10th - 3170912_OE_Report
5. 2026 - Setting Date of Public Hearing
6. PARCEL



1924 N. 10th

From: [Karen Neely](#)
To: [David Cowan](#)
Date: Friday, March 6, 2026 9:06:13 AM

CAUTION: This email is from outside of the organization. Do not click links or open attachments. Verify the emails source before taking action. When in doubt, contact your IT Dept.



next week so we can move forward.

Ok.should be able to do service
early next week. Should be able to
meet March 10th deadline

For wiring house

6:53 AM

Great!

Thanks 😊

Okay, thanks



⊕ RCS message





NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY

Date: January 31, 2026

TO: **Ryan Pryne**

RE: Unsafe or Dangerous Structure at: **1924 N. 10th Street**

Property records reflect that you are the owner or occupant of the above-described Property. This letter is being provided to you pursuant to K.S.A. 12-1751 et seq to advise you that staff for the City of Independence, Kansas, has determined that the Property is “unsafe or dangerous” and subject to condemnation or being ordered to be repaired or demolished.

On **January 22, 2026**, the City Commission adopted a Resolution for a public hearing to be held on **March 26, 2026, at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at **5:30 p.m.** At such hearing, the owner of the Property, the owner’s agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

On the date of the hearing, the Governing Body shall hear the evidence (if any) presented. If the Governing Body finds that the Property is unsafe or dangerous, then the Governing Body may direct the structure(s) to be repaired or removed and the Property made safe and secure. The Governing Body shall also fix a reasonable time within which the repair or removal shall be commenced and, if the owner fails to commence the repair or removal within the time stated, or fails to diligently prosecute the same to completion, the Governing Body will cause the structure to be repaired or razed and removed.

Please contact us as soon as possible so that we may review the steps that must be undertaken to bring the Property into compliance and no longer be regarded as unsafe or dangerous. To that end, please find enclosed a proposed Remediation Agreement. With a signed Remediation Agreement—together with a scope of work and proof of funds—City staff will can recommend to the Governing Body that further enforcement actions be stayed pending compliance with the Remediation Agreement.

Thank you for your prompt attention to this matter.

David Cowan

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. 2026.019

Report Cover Page

Date:	01/08/2026	Prepared For:	City of Independence
Order No.:	3170912	Owner(s):	Ryan Patrick Pryne
Issuing Office:	Security 1st Title 114 N. Pennsylvania Avenue Independence, KS 67301	Property Address:	1924 N 10th 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:

[094-19-0-30-04-008.00-0](#)

Date: January 08, 2026
Property Address: 1924 N 10th St, Independence, KS
67301

File No.: 3170912
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: January 02, 2026 at 7:00 A.M.

On Real Estate described as:

The North 46 feet of Lot 8 and the South 3 feet of Lot 7, Block 2, Highland Park Addition #2 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:

Ryan Patrick Pryne

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 2025 in the amount of \$411.46, NOT PAID.

Tax Parcel No. # 094-19-0-30-04-008-00-0-01

PIN # IC 6247

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

Mary Jo Wallis

Licensed Abstracter



CITY OF INDEPENDENCE, KANSAS

Office of the Building Official

120 N. 6th Street • Independence, KS 67301

Phone: (620) 332-2528 • Email: davidc@independenceks.gov

Date: January 5, 2026

To:

Ryan Pryne

221 N. 3rd St.

Decatur, In 46733

RE: Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property

Property Location: 1924 N. 10th Street

Lien Holder:

Dear Mr. Pryne

On January 22, 2026, pursuant to K.S.A. 12-1752, the enforcing officer for the City of Independence, Kansas, will request that the City Commission set a public hearing to consider whether the structure(s) located at 1924 N. 10th Street are unsafe or dangerous and whether the Governing Body should order the structure(s) to be repaired or demolished.

The structure was involved in a fire on January 5, 2026, that did extensive damage to the exterior and two bedrooms. The interior of the structure was found to be uninhabitable without a functioning kitchen, hoarding situation, piles of feces, and bug infestations, this structure is considered a blight and danger to the community.

To avert condemnation proceedings for the above-referenced property, it is imperative that the following actions be undertaken **without delay**:

1. **Mortgage/Lien Holder Information** – Provide the City with the current mortgage or lien holder and insurance information.
2. **Demolition Procedures** – If you choose to demolish the structure, begin the process immediately and provide the City with a **timeline for demolition and site clearance**. A **City-issued demolition permit** is required prior to any such work.

Commission Meeting – Setting the Date:

- **Date:** January 22, 2026



"Delivering Excellence"

- **Time:** 5:30 PM
- **Location:** 120 N. 6th – Commission Meeting Room 1st Floor

Should you need clarification or wish to discuss this matter further, please contact me at your convenience at **(620) 332-2528** (office), **(620) 330-0056** (mobile), or via email at **davidc@independenceks.gov**.

Your prompt cooperation in addressing this matter is appreciated.
Sincerely,

David J. Cowan
Assistant City Manager
Building Official / Director
City of Independence, Kansas

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The Parcel Number for this Property is 063-094-19-0-30-04-008.00-0
Quick Ref ID: 5203

Owner Information

Owner Name	PRYNE, RYAN PATRICK
Address	221 N 3RD ST DECATUR, IN 46733

Property Situs Address

Address	1924 N 10TH 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	10,740	11,200	21,940
Total	10,740	11,200	21,940

2024 Appraised Value

Class	Land	Building	Total
Residential - R	10,750	9,950	20,700
Total	10,750	9,950	20,700

Tract Description

HIGHLAND PARK NO 2, S19, T32, R16, ACRES 0.15, S 3' LOT 7; N 46' LOT 8 BLK 2; Lot Width: 049.0 Lot Depth: 128.0
Plat Book/Page A /40Deed Book/Page 678 /443 548 /554 362 /345

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
678	443	678	443				

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	6534										10,740

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Bungalow
Quality	FR-	Bsmt Type	Crawl - 2
Year Built	1900	Total Rooms	4
Eff Year		Bedrooms	2
MS Style	One Story	Family Rooms	
LBCSStruct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	1,396	Foundation	Block - 3
Main Floor Living Area	1,396		
Upper Floor Living Area Pct.			
CDU	PR		
Phys/Func/Econ	PR/ /		
Ovr Pct Gd/RCN	/148,280		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components

Code	Units	Pct	Quality	Year
Frame, Siding, Wood		100		
Raised Subfloor (% or SF)		100		
Plumbing Rough-ins (#)	1			
Open Slab Porch (SF)	130		2	1987
Enclosed Wood Deck (SF), Solid Wall	128			
Wood Deck (SF) with Roof	66		1	
Composition Shingle		100		

Plumbing Fixtures (#)	5			
Automatic Floor Cover Allowance				
Electric Radiant Heat		100		

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TECHNOLOGIES



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2026**

Department Park, Zoo & Cemetery

Director Approval Scott Patton

AGENDA ITEM Consider a request from the Tree Board to proclaim April 25, 2026 as Arbor Day.

SUMMARY RECOMMENDATION Authorize proclamation and recertification.

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

This year the Tree Board plans on celebrating Arbor Day on Saturday, April 25th, 2026. This is the first step in renewing our recertification for Tree City USA.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to proclaim April 25, 2026 as Arbor Day and authorize renewing our recertification as a Tree City USA.

SUPPORTING DOCUMENTS

1. Arbor Day Proclamation 2026 Blank



OFFICIAL PROCLAMATION

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, _____, Mayor of the City of _____, do hereby proclaim _____ as **ARBOR DAY**

In the City of _____, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS _____ day of _____, _____

Mayor _____



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2026**

Department Police

Director Approval Dustin Stafford

AGENDA ITEM Consider proclaiming April 12th through the 18th of 2026 as Public Safety Telecommunicators Week in Independence.

SUMMARY RECOMMENDATION Police Department staff recommend the commission adopt the attached proclamation.

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

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to authorize April 12th through the 18th of 2026 as Public Safety Telecommunicators Week in Independence in recognition of the commitment to excellence the members of the Independence Police Department 911 Communications Center demonstrate daily in their service to Independence and the surrounding area.

SUPPORTING DOCUMENTS

1. 2026 NPSTW Proclamation

Proclamation

National Public Safety Telecommunicators Week

April 12-18, 2026

Whereas emergencies can occur at any time that require police, fire, or emergency medical services; and,

Whereas when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Independence emergency communications center; and,

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

Whereas Public Safety Telecommunicators of the Independence Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

Therefore, Be It Resolved that the City Commission of Independence declares the week of April 12 through 18, 2026, to be National Public Safety Telecommunicators Week in Independence Kansas, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

IN WITNESS WHEREOFF, I have hereunto set my hand and caused the Seal of the City of Independence to be affixed. DONE at the City of Independence this 26th day of March, 2025.

Signed this 26th day of March, 2026

Dean Hayse, Mayor
City of Independence, Kansas



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2026**

Department Housing

Director Approval April Nutt

AGENDA ITEM Consider setting the date of May 14, 2026 at 5:30 PM for a public hearing for a Reinvestment Housing investment District for 201 North Penn Avenue.

SUMMARY RECOMMENDATION The Independence Housing Authority recommends setting a public hearing on May 14, 2026 for the purpose of approving a Reinvestment Housing Investment District for the redevelopment of 201 North Penn Avenue.

BACKGROUND

US Federal Properties Co., LLC, in partnership with 201 Investors LLC, is proposing the redevelopment of 201 North Penn into a mixed-use project featuring residential housing and commercial space. This project represents a significant private investment in downtown Independence and will preserve a key anchor building. The project has already advanced substantially, with the property under contract, environmental studies completed, and financing secured.

To support project feasibility, the developers are requesting the establishment of a Reinvestment Housing Incentive District (RHID). Similar to the Neighborhood Revitalization Program, an RHID allows the base property tax value to remain unchanged, while a portion of the new taxes generated from improvements made on the second floor and above for housing, may be rebated to offset eligible housing construction costs for up to 25 years. Importantly, the City of Independence will continue to receive all existing tax revenue, with only the incremental increase subject to rebate. RHID's are a critical tool in enabling housing development in rural communities where construction costs often exceed final property values. Staff recommends setting a public hearing to consider the establishment of an RHID for the property located at 201 North Penn.

FINANCIAL INFORMATION The current City's budget will not be impacted as there will be no reduction in ad valorem taxes. The City will not receive the increase in property taxes due to the improvements following the redevelopment of 201 North Penn for a period of 25 years.

SUGGESTED MOTION I move to set the date of May 14, 2026 at 5:30 PM for a public hearing for a Reinvestment Housing Incentive District for 201 North Penn Avenue.

SUPPORTING DOCUMENTS

1. RESOLUTION 2026-052 - CALLING HEARING - 201 N PENN
2. DEVELOPMENT PLAN- 201 North Penn
3. RHID Financial Estimate - 201 N. Pennsylvania

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF INDEPENDENCE, KANSAS
HELD ON MARCH 26, 2026**

The City Commission (the “Governing Body”) met in regular session at the usual meeting place in the City at 5:30 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

There was presented a Resolution entitled:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (201 N. PENNSYLVANIA REINVESTMENT HOUSING INCENTIVE DISTRICT)

Commissioner _____ moved that the Resolution be adopted. The motion was seconded by Commissioner _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Yea:

Nay:

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 2026-__ and was signed by the Mayor and attested by the Clerk. The Clerk was directed to arrange for the publication of the Resolution one time in the official newspaper of the City not less than one week or more than two weeks preceding the date fixed for the public hearing.

* * * * *

(Other Proceedings)

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Independence, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

(Published in the *Independence Daily Reporter* on May 6, 2026)

RESOLUTION NO. 2026-052

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (201 N. PENNSYLVANIA REINVESTMENT HOUSING INCENTIVE DISTRICT)

WHEREAS, the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes cities incorporated in accordance with the laws of the state of Kansas (the “State”) to designate reinvestment housing incentive districts within such city; and

WHEREAS, the governing body (the “Governing Body”) of the City of Independence, Kansas (the “City”) has heretofor performed a Housing Needs Analysis (the “Analysis”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, Resolution No. 2022-004 adopted by the Governing Body made certain findings relating to the need for financial incentives for the construction of quality housing within the City, declared it advisable to establish a reinvestment housing incentive district pursuant to the Act and authorized the submission of such Resolution and the Analysis to the Kansas Department of Commerce in accordance with the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce authorized the City to proceed with the establishment of a reinvestment housing incentive district pursuant to the Act; and

WHEREAS, the City has caused to be prepared a plan (the “Plan”) for the development or redevelopment of housing and public facilities in the proposed 201 N. Pennsylvania Reinvestment Housing Incentive District (the “District”) in accordance with the provisions of the Act; and

WHEREAS, the Plan includes:

1. The legal description and map required by K.S.A. 12-5244(a);
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;

3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows that the public benefits derived from such District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District.

WHEREAS, the Governing Body proposes to continue proceedings necessary to create a Reinvestment Housing Incentive District, in accordance with the provisions of the Act, and adopt the Plan, by the calling of a public hearing on such matters.

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

Section 1. Proposed Reinvestment Housing Incentive District. The Governing Body hereby declares an intent to establish within the City a reinvestment housing incentive district. The District is proposed to be formed within the boundaries of the real estate legally described in *Exhibit A* attached hereto, and shown on the map depicting the existing parcels of land attached hereto as *Exhibit B*. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District and the existing assessed valuation of said real estate, listing the land and improvement values separately, is attached hereto as *Exhibit C*.

Section 2. Proposed Plan. The Governing Body hereby further declares its intent to adopt the Plan in substantially the form presented to the Governing Body on this date. A copy of the Plan shall be filed in the office of the City Clerk and be available for public inspection during normal business hours. A description of the housing and public facilities projects that are proposed to be constructed or improved in the proposed District, and the location thereof are described in *Exhibit D* attached hereto. A summary of the contractual assurances by the developer, if any, and the comprehensive feasibility analysis is contained in *Exhibit E* attached hereto.

In addition, the City shall negotiate a development agreement (the “Development Agreement”) between the City and US Federal Properties Co., LLC (the “Developer”), relating to the District, the development thereof, and the construction and payment of improvements related thereto.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on May 14, 2026 at City Hall, 120 N. 6th Street, Independence, Kansas 67301; the public hearing to commence at 5:30 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

Section 4. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions;

1. A certified copy of this resolution shall be delivered to:
 - A. The Board of County Commissioners of Montgomery County, Kansas;
 - B. The Board of Education of Unified School District No. 446, Montgomery County, Kansas (Independence); and
 - C. The Planning Commission of the City of Independence, Kansas.
2. This Resolution, specifically including *Exhibits A* through *E* attached hereto, shall be published at least once in the official newspaper of the City not less than one week or more than two weeks preceding the date of the public hearing.
3. This Resolution, including *Exhibits A* through *E* attached hereto, shall be available for inspection at the office of the clerk of the City at normal business hours. Members of the public are invited to review the plan and attend the public hearing on the date announced in this Resolution.

Section 5. Further Action. The Mayor, City Manager, City Clerk and the officials and employees of the City, including the City Attorney and Gilmore & Bell, P.C., are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

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ADOPTED by the Governing Body of the City of Independence, Kansas on March 26, 2026.

(SEAL)

Mayor

ATTEST:

City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No 2026-052 adopted by the Governing Body of the City on March 26, 2026, as the same appear of record in my office.

DATED: March 26, 2026

City Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED
201 N. PENNSYLVANIA REINVESTMENT HOUSING INCENTIVE DISTRICT**

The following described real estate in the City of Independence, Montgomery County, Kansas:

Lots 11, 12, 13, Block 31, City of Independence, Montgomery County, Kansas.

Together with public rights-of-way adjacent thereto

EXHIBIT B

**MAP OF PROPOSED
REINVESTMENT HOUSING INCENTIVE DISTRICT**



EXHIBIT C

**NAMES AND ADDRESSES OF THE OWNERS OF RECORD
OF ALL REAL ESTATE PARCELS WITHIN THE PROPOSED
124 N. PENNSYLVANIA REINVESTMENT HOUSING INCENTIVE DISTRICT
AND THE EXISTING ASSESSED VALUATION OF SAID REAL ESTATE PARCELS
AND NAMES AND ADDRESSES OF THE DEVELOPERS**

Owner of Record of Real Property:	THE PROFESSIONAL BUILDING OF INDEPENDENCE LLC P.O. Box 71 Independence KS, 67301
Developer:	US Federal Properties Co., LLC 4706 Broadway, Suite 240 Kansas City, Missouri 64112
Existing Assessed Valuation of the District:	Land - \$4,177.50 Improvements - \$83,435.00

EXHIBIT D

DESCRIPTION OF THE HOUSING AND PUBLIC FACILITIES PROJECT OR PROJECTS THAT ARE PROPOSED TO BE CONSTRUCTED OR IMPROVED IN THE PROPOSED 201 N. PENNSYLVANIA REINVESTMENT HOUSING INCENTIVE DISTRICT

Housing Facilities

The housing facilities will consist of renovation of a multi story commercial building more than 25 years of age and located within a central business district into a multifamily residential complex consisting of approximately 48 units. No additional structures are expected to be constructed.

Public Facilities

The existing buildings are served by adequate existing infrastructure and therefore no additional public facilities are anticipated to be constructed. However, some private utility improvements may be made to support the project.

EXHIBIT E

SUMMARY OF THE CONTRACTUAL ASSURANCES BY THE DEVELOPER AND OF THE COMPREHENSIVE FEASIBILITY ANALYSIS

Contractual Assurances

The Governing Body of the City of Independence, Kansas is expected to enter into a development agreement with US Federal Properties Co. LLC, the developer. This agreement, as supplemented and amended, is expected to include the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City of Independence, Kansas, if any.

Feasibility Study

The developer has conducted a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue provided by the developer, would be sufficient to pay for the public improvements to be undertaken in the District. The analysis estimates the property tax revenues that will be generated from the development, less existing property taxes, to determine the revenue stream available to support the costs of the public infrastructure. No public infrastructure costs are anticipated. The estimates indicate that the revenue realized from the project together with other sources of developer funds would be adequate to pay the eligible costs.

**DEVELOPMENT PLAN
OF THE CITY OF INDEPENDENCE, KANSAS
201 N. PENNSYLVANIA REINVESTMENT HOUSING INCENTIVE DISTRICT**

MARCH 2026

INTRODUCTION

In February 2022, the City Commission (the “Governing Body”) of the City of Independence, Kansas (the “City”) adopted Resolution 2022-004, which found and determined that:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction of/or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of one or more Reinvestment Housing Incentive Districts within the City pursuant to K.S.A. 12-5241 *et seq.* (the “Act”). The Governing Body further found that the development of upper story housing units in certain buildings, including the buildings located within the proposed District.

Following the adoption of Resolution 2022-004, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Reinvestment Housing Incentive District in the City as required by K.S.A. 12-5244(c) and K.S.A. 12-5249(a)(11). The Secretary of Commerce provided written confirmation approving the establishment of the Reinvestment Housing Incentive Districts within the City.

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once a city receives approval from the Secretary of Commerce for the development of a reinvestment housing incentive district, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

DEVELOPMENT PLAN

As a result of the shortage of quality housing, the City proposes this development plan (the “Development Plan”) to assist in the development of quality housing within the City.

(1) ***Legal Description and Map of the District.*** The legal description of the 201 N. Pennsylvania Reinvestment Housing Incentive District (the “District”) is as follows:

Lots 11, 12, 13, Block 31, City of Independence, Montgomery County, Kansas.

Together with public rights-of-way adjacent thereto

A map of the District is attached as ***Exhibit A*** to this Development Plan.

(2) ***Existing Assessed Valuation of the District.*** The assessed valuation of all real estate within the District for 2026 is:

Land	\$4,117.50
Improvements	<u>83,435.00</u>
Total	\$87,552.50

(3) **Owners of Record.** The name and address of the owner of record for the real estate within the District is:

THE PROFESSIONAL BUILDING OF INDEPENDENCE LLC
P.O. Box 71
Independence, Kansas 67301

(4) **Description of Housing and Public Facilities Projects.** The housing and public facilities projects that are proposed to be constructed include the following:

Housing Facilities

The housing facilities will consist of renovation of a multi story commercial building more than 25 years of age and located within a central business district into a multifamily residential complex consisting of approximately 48 units. No additional structures are expected to be constructed.

Public Facilities

The existing buildings are served by adequate existing infrastructure and therefore no additional public facilities are anticipated to be constructed. However, some private utility improvements may be made to support the project.

(5) **Developer's Information.** The names, addresses and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities is:

Developer:	US Federal Properties Co., LLC
	4706 Broadway, Suite 240
	Kansas City, Missouri 64112

(6) **Contractual Assurances.** The Governing Body will consider a Development Agreement (as may be amended from time to time, the "Development Agreement"), with US Federal Properties Co., LLC, a (the "Developer"). The Development Agreement, as supplemented and amended, is expected to include the project construction schedule, a description of projects to be constructed, financial obligations of the developer, and financial and administrative support from the City, if any. The Development Agreement will include contractual assurances, if any, the Governing Body has received from the Developer guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed district.

(7) **Comprehensive Analysis of Feasibility.** A comprehensive analysis was conducted to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached as **Exhibit B** to this Development Plan. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. No public infrastructure costs are anticipated. The estimates indicate that the revenue realized from the project together with other sources of Developer funds would be adequate to pay the eligible costs.

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EXHIBIT A
DEVELOPMENT PLAN
201 N. PENNSYLVANIA REINVESTMENT HOUSING INCENTIVE DISTRICT
MAP OF THE DISTRICT



EXHIBIT B
DEVELOPMENT PLAN
201 N. PENNSYLVANIA REINVESTMENT HOUSING INCENTIVE DISTRICT
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

City of Independence, Kansas
201 N. Pennsylvania

Estimated Eligible Expenses
 Estimated RHID Increment

	<u>Taxing Units:</u>	2024/2025 <u>Mill Levy</u>
ICC		35.415
County		41.712
City		53.757
State of Kansas	--	
USD 445		44.267
USD 445 Capital Outlay		7.997
Misc.		1.554
Total		184.702

RHID Analysis

Current Appraised Valuation	\$350,450
Current Assessed Valuation	\$87,613
Property Tax On Base Value	\$16,182

	<u>Current Assessed Value</u>
Residential Portion	\$0.00
Commercial Portion	\$87,613.00

IRB Analysis

Land Valuation	\$16,710
Non Abated Tax on Land Value	\$771.59
Non Abated Taxes (USD Capital Outlay)	\$5,992.50
Non Abated Tax Payments	\$6,764.09

Assumptions:

RHID Eligible expenses of \$6,000,000
 Estimated completed values provided by Developer
 Renovation completed by December 2028 (appraised Jan 2029)
 Constant AV
 11.5% property class for residential assessed value
 25% property class for commercial assessed value
 Constant mill levy based on 2024/25 levy
 District created 1Q 2029

Year	Tax Collection Years
1	2029/30
2	2030/31
3	2031/32
4	2032/33
5	2033/34
6	2034/35
7	2035/36
8	2036/37
9	2037/38
10	2038/39
11	2039/40
12	2040/41
13	2041/42
14	2042/43
15	2043/44
16	2044/45
17	2045/46
18	2046/47
19	2047/48
20	2048/49
21	2049/50
22	2050/51
23	2051/52
24	2052/53
25	2053/54
Taxes Abated	\$1,317,624.07
Total Incremental Taxes	\$1,670,088
Total Incentive Value	\$2,987,712.13

\$6,000,000
\$1,670,088

Aggregate
Fiscal Impact
25 years

\$ 359,110
\$ 422,962
\$ 545,099
--
246,069

\$ 1,573,240

Aggregate
2024/2025
Mill Levy

Property Tax on
Base Value
\$0.00
\$16,182.30

Estimated Completed
Appraised Value
\$5,000,000
\$700,000

Property
Class
11.50%
25.00%

Estimated Completed	Property
<u>Appraised Value</u>	<u>Class</u>
\$5,000,000	11.50%
\$700,000	25.00%

Tax Payment	Taxes Abated	Estimated Annual Total Increment	Estimated Cumulative Total Increment
\$6,764.09	\$131,762.41	\$5,993	\$5,993
\$6,764.09	\$131,762.41	\$5,993	\$11,985
\$6,764.09	\$131,762.41	\$5,993	\$17,978
\$6,764.09	\$131,762.41	\$5,993	\$23,970
\$6,764.09	\$131,762.41	\$5,993	\$29,963
\$6,764.09	\$131,762.41	\$5,993	\$35,955
\$6,764.09	\$131,762.41	\$5,993	\$41,948
\$6,764.09	\$131,762.41	\$5,993	\$47,940
\$6,764.09	\$131,762.41	\$5,993	\$53,933
\$6,764.09	\$131,762.41	\$5,993	\$59,925
		\$107,344	\$167,269
		\$107,344	\$274,613
		\$107,344	\$381,958
		\$107,344	\$489,302
		\$107,344	\$596,646
		\$107,344	\$703,990
		\$107,344	\$811,334
		\$107,344	\$918,679
		\$107,344	\$1,026,023
		\$107,344	\$1,133,367
		\$107,344	\$1,240,711
		\$107,344	\$1,348,055
		\$107,344	\$1,455,400
		\$107,344	\$1,562,744
		\$107,344	\$1,670,088

<u>Estimated</u> <u>Property Tax</u>	<u>Less Taxes</u> <u>on Base</u>	<u>Less State levy for</u> <u>USD 20 Mills</u>	<u>Annual</u> <u>Tax Increment</u>
\$106,203.65	\$0.00	\$11,500.00	\$94,703.65
\$32,322.85	\$16,182.30	\$3,500.00	\$12,640.55
\$138,526.50			\$107,344.20

<u>Estimated</u> <u>Property Tax</u>	<u>Less Taxes</u> <u>on Land</u>	<u>Less taxes for</u> <u>USD Capital Outlay</u>	<u>Annual</u> <u>Tax Payment</u>
\$106,203.65		\$4,594.25	
\$32,322.85		\$1,398.25	
\$138,526.50	\$771.59	\$5,992.50	\$6,764.09

City of Independence, Kansas
201 N. Pennsylvania

Estimated Eligible Expenses	\$6,000,000
Estimated RHID Increment	\$2,683,605

Taxing Units:	2024/2025	Aggregate	
	Mill Levy	Fiscal Impact	
		25 years	
ICC	35.415	\$	\$77,041
County	41.712	\$	679,643
City	53.757	\$	875,900
State of Kansas	--		
USD 445	52.264		\$25,700
Misc.	1.554		
Total	184.702	\$	2,658,285
Current Appraised Valutation	\$350,450		
Current Assessed Valuation	\$87,613		
Property Tax On Base Value	\$16,182		

	Current	Aggregate	Property Tax on	Estimated Completed	Property	Estimated	Less Taxes	Less State levy for	Annual
	<u>Assessed Value</u>	<u>2025/26</u>	<u>Base Value</u>	<u>Appraised Value</u>	<u>Class</u>	<u>Property Tax</u>	<u>on Base</u>	<u>USD 20 Mills</u>	<u>Tax Increment</u>
Residential Portion	\$0.00	184.702	\$0.00	\$5,000,000	11.50%	\$106,203.65	\$0.00	\$11,500.00	\$94,703.65
Commercial Portion	\$87,613.00	184.702	\$16,182.30	\$700,000	25.00%	\$32,322.85	\$16,182.30	\$3,500.00	<u>\$12,640.55</u>
									\$107,344.20

Assumptions:
RHID Eligible expenses of \$6,000,000
Estimated completed values provided by Developer
Renovation completed by December 2028 (appraised Jan 2029)
Constant AV
11.5% property class for residential assessed value
25% property class for commercial assessed value
Constant mill levy based on 2024/25 levy
District created 1Q 2029

Year	Tax Collection Years	Estimated Annual Total Increment	Estimated Cumulative Total Increment
1	2029/30	\$107,344	\$107,344
2	2030/31	\$107,344	\$214,688
3	2031/32	\$107,344	\$322,033
4	2032/33	\$107,344	\$429,377
5	2033/34	\$107,344	\$536,721
6	2034/35	\$107,344	\$644,065
7	2035/36	\$107,344	\$751,409
8	2036/37	\$107,344	\$858,754
9	2037/38	\$107,344	\$966,098
10	2038/39	\$107,344	\$1,073,442
11	2039/40	\$107,344	\$1,180,786
12	2040/41	\$107,344	\$1,288,130
13	2041/42	\$107,344	\$1,395,475
14	2042/43	\$107,344	\$1,502,819
15	2043/44	\$107,344	\$1,610,163
16	2044/45	\$107,344	\$1,717,507
17	2045/46	\$107,344	\$1,824,851
18	2046/47	\$107,344	\$1,932,196
19	2047/48	\$107,344	\$2,039,540
20	2048/49	\$107,344	\$2,146,884
21	2049/50	\$107,344	\$2,254,228
22	2050/51	\$107,344	\$2,361,572
23	2051/52	\$107,344	\$2,468,917
24	2052/53	\$107,344	\$2,576,261
25	2053/54	\$107,344	\$2,683,605



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2026**

Department Park, Zoo & Cemetery

Director Approval Scott Patton

AGENDA ITEM Consider awarding a bid for the roofing project at Riverside Park.

SUMMARY RECOMMENDATION Staff recommends awarding the contract for the Stich Shelter House and Park Office roof replacement project to H&H Roofing, LLC in the amount of \$166,758.28.

BACKGROUND

The Stich Shelter House, located in Riverside Park, was constructed in 1917 as a public shelter and gathering space. The structure was commissioned by Kathleen E. Stich in memory of her late husband, Adolf C. Stich, a prominent businessman and former mayor of Independence. The building features a red terracotta clay tile roof with a flat slab profile. This roof is original to the structure and is now more than 100 years old. In recent years, the roof has significantly deteriorated, with multiple tiles cracked or crumbling and several leaks observed within the building.

The Park Office, also known as the “Garden House,” was constructed in the 1930s as part of the Works Progress Administration (WPA) program. Built of native stone, the facility originally served as a shower house for the segregated tennis courts that once occupied the area now used for the miniature golf course. Following desegregation, the building was repurposed as a tool shed by the Independence Garden Club and currently serves as office space for the Park and Zoo Departments. The building retains its original roof, consisting of asbestos shingles in a diamond pattern. This roof has been leaking for over a year and has resulted in deteriorated fascia and soffit. The lack of gutters and downspouts has contributed to this deterioration. The proposed scope of work includes replacement of the roof, as well as installation of new gutters, fascia, and soffit.

Both the Stich Shelter House and the Park Office are listed on the local Register of Historic Places by the Independence Historic Preservation and Resource Committee (IHPRC). During the early planning phase of this project, the Park Director consulted with IHPRC regarding appropriate replacement materials. The committee recommended that replacement materials closely match the original materials to preserve the historic character of each structure. In alignment with this recommendation, the Request for Proposals (RFP) specified the following materials:

- Stich Shelter House: Flat slab clay tiles in terracotta red
Alternate: Stone-coated metal tiles in a similar color and profile
- Park Office: PABCO diamond-cut shingles in Pewter Gray
Alternate: CertainTeed Grand Manor shingles in Stonegate Gray

The City received four bids for this project. Proposals were evaluated based on the following criteria: overall proposal quality and responsiveness to the RFP; qualifications and experience of the respondent; demonstrated experience with similar projects; personnel and resources available; ability to complete the work within the required timeframe; and project cost.

Two of the bidders did not meet the material specifications outlined in the RFP and were therefore not considered further. The remaining two proposals were determined to be equal in qualifications, experience, and overall responsiveness. As a result, project cost served as the determining factor.

H&H Roofing, LLC submitted the lowest responsive and responsible bid in the amount of \$166,758.28, which includes the Shelter House base bid of \$130,391.21, Shelter House decking of \$8,212.47, 6-inch gutters of \$7,494.50, Park Office base bid of \$18,481.21, Park Office gutters of \$1,070.64, and Park Office decking of \$1,108.25. While this amount does not include fascia and soffit replacement, H&H submitted unit prices of \$14 per linear foot for fascia and \$25 per linear foot for soffit, including paint, for use if replacement is needed. Even with fascia and soffit excluded from the base amount, the H&H bid is approximately \$49,000 less than the competing bid using the specified materials, which did not include gutters but did include fascia and soffit. Because the exact quantities requiring replacement are not yet known, any fascia and soffit work would be added by change order based on actual quantities.

Funding for this project was approved as part of the 2026 Budget. Staff recommends awarding the contract for the Stich Shelter House and Park Office roof replacement project to H&H Roofing, LLC in the amount of \$166,758.28, with any necessary fascia and soffit replacement to be addressed separately by change order.

FINANCIAL INFORMATION H&H Roofing, LLC had the lowest bid at a total cost of \$166,758.28, which does not include the fascia and soffit; their costs for these will be determined after the project starts based on the actual need for replacement. Funding for this project was included in the 2025 and 2026 budgets with transfers from Special Use Sales Tax dollars to the City Projects Fund (Fund 014).

SUGGESTED MOTION I move to award the bid for the roof replacement of the Stich Shelter House and Park Office to H&H Roofing, LLC.

SUPPORTING DOCUMENTS

1. Park Roof Bid Tabulation
2. HH Roofing Park Roof Proposal
3. H&H Roofing Stich Shelter House Gutters
4. South Roofing Stich Shelter House Proposal
5. South Roofing Park Office Proposal

Vendor	Total Bid	Notes
H&H Roofing, LLC	\$ 166,758.28	Gutters included, fascia & soffit not included (quoted as an additional price per LF)
South Roofing, LLC	\$ 216,203.00	Fascia & soffit included, gutters not included
Redhammer Roofing, LLC	\$ 240,778.00	Bid materials did not follow RFP specs for Park Office, fascia & soffit not included (quoted as an additional price per man hour), gutters included.
Trusted Roofing, LLC	\$ 226,250.00	Bid materials did not follow RFP specs for Park Office, fascia and soffit not included (quoted as an additional price per LF), gutters included



ROOF REPLACEMENT PROPOSAL

500 Shelter House Place/400 Mickey Mantle Way |
Independence, KS 67301



PREPARED FOR
City of Independence

PREPARED BY
Sam Guinn | sam@hhroofing.com

SUBMITTED
March 6, 2026



QUALIFICATIONS/EXPERIENCE

Firm Experience

Founded in Independence, Kansas in 2011, H&H Roofing and Restoration has provided high-quality commercial and residential roofing services to thousands of clients in Southeast Kansas.

We are well-versed in nearly every kind of roofing system, including tile and designer asphalt shingles.

Here are a couple of previous completed projects very similar to your upcoming project:

Tile Roof Replacement



CertainTeed Designer Asphalt Shingle Replacement





Key Project Personnel



Shane Johnson: Shane serves as commercial estimator for H&H. Having spent most of his adult life in Independence as a general contractor, Shane's background in construction gives him a deep understanding of how roof systems relate to overall building design and performance, intuitively knowing the best roof systems and details that will perform long-term on a given building.



Zack Morrison: Zack serves as commercial production manager, facilitating the safe and efficient execution of commercial projects for H&H. Having grown up in Yates Center, Kansas, serving communities in Southeast Kansas are of utmost importance to him.

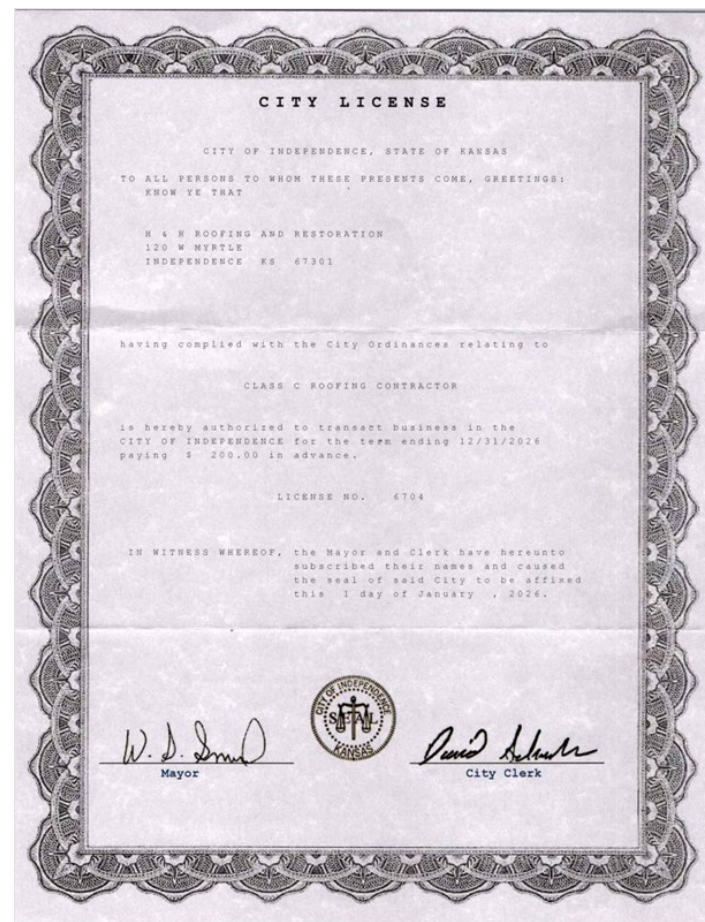


Sam Guinn: Sam serves as a commercial project manager for H&H and has spent a great deal of time in Independence, Kansas since joining H&H in 2022. He quickly grew fond of the culture and community found in Independence and greatly enjoys building and continuing relationships with its community members.



INSURANCE/LICENSING

ACORD		H&HROOF-01	GWEBSTER
CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 6/24/2025	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.			
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
PRODUCER Acrisure Midwest Partners Insurance Services LLC 16805 W. Cleveland Avenue New Berlin, WI 53151		CONTACT: Garrett Webster PHONE: (620) 331-3700 FAX: (A/C, No): E-MAIL: gwebster@acrisure.com ADDRESS: gwebster@acrisure.com	
INSURER		INSURER(S) AFFORDING COVERAGE	
H&H Roofing and Restoration LLC 120 W Myrtle Independence, KS 67301		INSURER A: Auto-Owners Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
COVERAGES		CERTIFICATE NUMBER: REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
INSR L.T.R.	TYPE OF INSURANCE	ADOL SUBR INSO WVO	POLICY NUMBER
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GENTL AGGREGATE LIMIT APPLIES PER: POLICY X PROJ. JECT LOC OTHER:	X	75829773
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		5182977302
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000		51-829773-00
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in KS) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	A106-640-566
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)		LIMITS	
		EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ON GOING OPERAT \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
CERTIFICATE HOLDER		CANCELLATION	
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE Karl V.	
ACORD 25 (2016/03)		© 1988-2015 ACORD CORPORATION. All rights reserved.	
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PROJECT APPROACH

Shelter House Project Timeline/Scheduling

We anticipate a material lead time of approximately 2-6 weeks post-award. Once material has been delivered, we estimate that the project can be completed within 3 weeks, accounting for several days of potential weather delays. Given the lead and construction time, we estimate that the project would likely be completed by the end of May, with the potential to finish closer to mid-May.

Given that the project will take multiple weeks to complete, we plan to complete the tear-off portion of the existing roof system at the Shelter House in sections. It will be of utmost importance to ensure that the area(s) removed on a given day is only that which we can safely waterproof before the end of the working day.

Shelter House Logistics

Given the distance from the street to the building, we do not believe it will be possible to roof-load the materials. We plan to have materials dropped on the ground alongside the building and to flag off around the entire building to create separation from construction and civilian activities.

We will also need a staging area for disposal of old roofing materials that will require blocking off a portion of the road in front of the building. We have selected a section of road to block that will affect traffic in the park as minimally as possible. We plan to lay down plywood over the grass to allow access to and from the building with a telehandler.

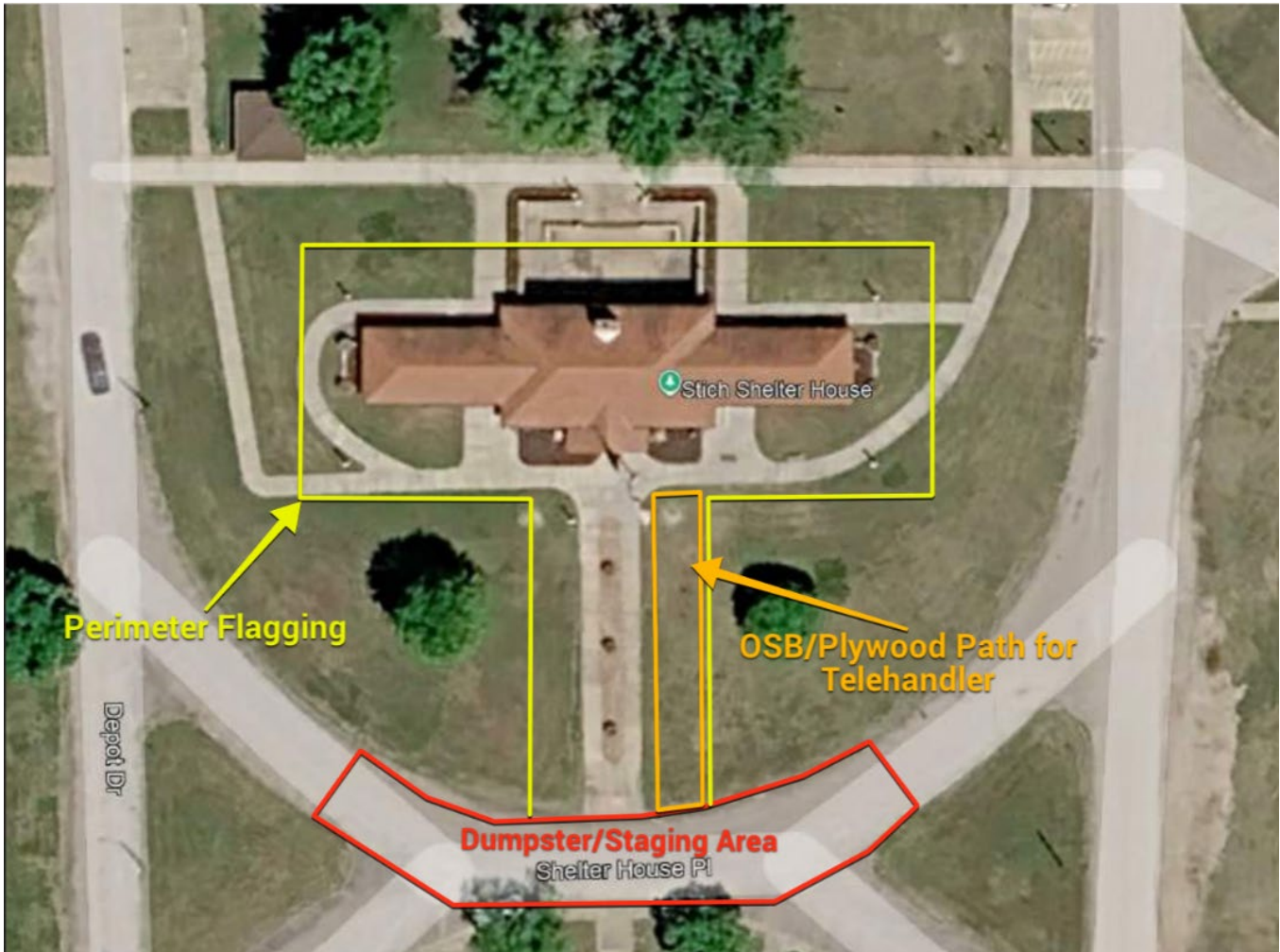
Park Office Project Timeline/Scheduling and Logistics

We anticipate a similar lead time for materials (2-6 weeks) at the Park Office. Prior to roofing, the asbestos containing materials must be safely removed, bagged, and disposed. We anticipate the abatement process to take approximately 3 days. We will take measures to make sure the roof is watertight overnight to avoid damages from unexpected precipitation events.

Once the hazardous materials are removed, we anticipate the process of installation of the new roof system to take one day.

The following page depicts site maps of each building and tentative plans for logistics.

PROJECT APPROACH-SITE MAPS





Roof Replacement Proposal Details

PROJECT NAME: Stich Shelter House

SITE ADDRESS: 500 Shelter House Place, Independence, KS 67301

SCOPE

- Remove existing clay tiles and accessories down to wood decking
- Install new high-temperature ice and water shield to entire roof deck
- Install new 30" wide tile valley metal
- Install new spaced elevated battens to deck
- Install new metal eave risers to eaves
- Install new Verea flat red clay tiles
- Install new wood nailers to hips and ridges
- Flash penetrations with new lead flashings
- Install new mortar cement on both sides of hips and ridges
- Install new Verea clay Hip, Ridge, and Rake tiles
- Remove and dispose of any roofing debris from the area

- | | |
|--|---------------|
| • Total for All Above Items: | \$ 130,391.21 |
| • Total in Addition for Installing new 7/16" OSB Over Existing Decking | \$ 8,212.47 |
| • Additional Total for Removal/Replacement of Soffit Including Paint | \$25/LF |
| • Additional Total for Removal/Replacement of Fascia Including Paint | \$14/LF |

• The proposal listed above includes a 2-year workmanship warranty in addition to a lifetime manufacturer's warranty, all labor, agreed to materials, equipment, workman's compensation, general liability, and all applicable taxes.

Any additional items not included in the above scope that may be necessary but are unknown at this time, such as rot/deterioration of decking beyond what is listed above, gutter repairs/replacement, etc. will be incurred on an approved change order basis

H&H Roofing and Restoration is only able to hold pricing for this proposal as long as materials included do not experience pricing fluctuations. H&H Roofing and Restoration reserves the right to adjust this proposal amount after 5/6/2026



Roof Replacement Proposal Details

PROJECT NAME: ParkOffice400

SITE ADDRESS: 400 Mickey Mantle Way, Independence, KS

SCOPE

- *Remove existing roofing system down to wood decking (to be performed by licensed remediation contractor*
- Install new ice and water shield underlayment to eaves
- Install synthetic underlayment to remainder of decking
- Install new Pabco Paramount starter course
- Install new 2" painted edge metal to eaves and rakes
- Install new Pabco Cascade Pewter Gray asphalt shingles
- Install new Pabco Shadow Cap Pewter Gray ridge cap
- Perform final walkthrough of completed roof system
- Remove and dispose of any roofing debris from the area

• Total for All Above Items:	\$ 18,481.21
• Total for Above Items with Certainteed Grand Manor Stonegate Gray Shingles:	\$ 17,128.84
• Additional Total to Either Above for Installation of New 5" aluminum K-Style guttering and 3"x4" Downspouts	\$ 1,070.64
• Additional Total to Either Above for Installation of new 7/16" OSB Over Existing Decking	\$1,108.25
• Additional Total for Removal/Replacement of Soffit Including Paint	\$25/LF
• Additional Total to Install New Fascia Including Paint	\$14/LF

• The proposal listed above includes a 2-year workmanship warranty in addition to a limited manufacturer's warranty (see attached warranty documentation for details), all labor, agreed to materials, equipment, workman's compensation, general liability, and all applicable taxes.

We have read and understand addendum 3 pertaining to KDHE regulations on non-fibrous asbestos-containing material. While KDHE does not technically require a licensed abatement contractor for removal, the shingles can immediately become friable if during the removal process materials are broken to the extent that they create dust. Additionally, OSHA standards still apply, meaning proper education/training of workforce, PPE, proper removal methods, proper waste handling, etc. Given the above, we opted to include a licensed abatement contractor to complete the work, as it is the only way to ensure a safe, OSHA compliant work environment.

Any additional items not included in the above scope that may be necessary but are unknown at this time, such as rot/deterioration of decking beyond what is listed above, will be incurred on an approved change order basis

H&H Roofing and Restoration is only able to hold pricing for this proposal as long as materials included do not experience pricing fluctuations. H&H Roofing and Restoration reserves the right to adjust this proposal amount after 5/6/2026



Guttering Proposal

Job Name: Indy500
Customer Name: Scott Patton
Job Site Address: 500 Shelter House Place
City, State, Zip: Independence, KS 67301
Primary Phone: (620) 205-7527
Email: scottp@independenceks.gov

SCOPE OF WORK

Please accept this as a proposal and contract for the project referenced above. The scope of work includes all necessary labor, materials, job site setup, OSHA safety compliance, supervision, taxes and permitting unless otherwise noted.

SCOPE / Installation:

- Remove existing guttering and downspouts
- Install new guttering, downspouts and accessories (miters, elbows, end caps, etc.)
- Remove and dispose of all guttering debris from the area

Warranty Information

H&H Roofing and Restoration holds a 2-year workmanship warranty is included with this proposal. Manufacturer warranty to be held through customer and manufacturer of product being installed

Estimated Price

Our price stated in this contract proposal is based upon current material prices. Because of raw material price volatility, including the price of oil, our materials suppliers are unable to provide us with price protection for the materials included within this proposal. Accordingly, should our material prices increase during the term of this proposal, and during the time of performance of work, this proposal shall be increased by such direct material cost increases

Proposal Totals

6" Seamless Aluminum K-Style w/ 3"x4" Downspouts: \$7,494.50

7" 26ga Box w/ 5"x5" Downspouts: \$13,330.13

Acceptance of Proposal

Proposal acceptance: Once signed, this proposal becomes a contract and therefore is a legally binding document three working days from the date of acceptance. Full payment for the project is due upon completion of the work. If payment is not received withing 30 days of completion, an interest rate of 1.5% per month will be added in addition to collection costs, and reasonable attorney's fees.

Signed by: Sam Guinn Date: 3/18/2026

Customer Signature:

Signature area

Date: [[date]]

-N/A-

Terms and conditions

- 1. This contract constitutes the entire understanding of the parties and no other understanding, collateral or otherwise, shall be binding, unless in writing, signed by both parties.
- 2. If payment not paid in full upon completion, all warranties and advertising discounts are null and void.
- 3. All contracts are subject to the approval of management.
- 4. This estimated price will expire 30 days from date unless extended in writing by H & H. After 30 days, we reserve the right to revise our price in accordance with the costs in effect at that time.
- 5. Due to a cancellation by the customer, there will be a 15 % cancellation fee.
- 6. All supplements, overhead and profit, taxes, disposals, etc. are owed to H & H.
- 7. All left over material is the property of H & H Roofing.
- 8. Labor warranty does not cover damage to roofs and siding caused by lightning, gale (50 MPH winds), hurricane, tornado, hailstorm, impact of foreign objects or other violent storm or casualty, or damage due to settlements, mold, distortion, failure or cracking of the roof deck, walls, or foundation of a building. Warranty applies to roof only. Not responsible for content, property damage after installation and during warranty period.
- 9. H & H is not responsible to fix any damage caused by mold.
- 10. Customer assumes responsibility for damaged property which may be caused from vibrations during roof installation including minor cracking in drywall, drywall damage or nail popping that are beyond the control of H&H.
- 11. H & H is not responsible to fix any damage to A/C lines or gas line less than 4" from roof deck.
- 12. It is advised that Customer not walk under or near the work area during work progress; Customer agrees to hold harmless H&H for any claims of injuries to persons or pets arising from H&H's performance of this contract.
- 13. Labor and material warranty are nontransferable.
- 14. Any collection expense including but not limited to reasonable attorney fees and court costs, shall be added to total balance due if not prohibited by law.
- 15. All past due sums under this contract shall bear interest at the rate of 1.5% per month, until paid in full.
- 16. Customer allows H&H to discuss scope of work with insurance company when applicable.
- 17. Make checks payable to H & H Roofing and Restoration.

I have read and agree with the above terms and conditions.

Signature area

_____, Customer

_[[date]]_____, Date

-N/A-



South Roofing and Contracting LLC

1704 W. Main, Independence, KS 67301
620-331-1475 FAX 620-331-1485
State of Kansas Reg. Cert. #20-008057
State of Oklahoma Reg. Cert. #80004820

AGREEMENT Section 1

Date	3/17/2026
Agreement #	2450

Owner / Address
City of Independence
120 N 6th Street
Independence KS 67301

Phone	Email
Phone	Email
FOR GOOD AND VALUABLE CONSIDERATION, Contractor and Owner agree as follows:	

Project	Qty	Cost	Total
Property: Stitch Shelter House, 500 Shelter House Place, Independence, KS 67301			0.00
Product: Ceramica Verea Flat Red Tile Project: Complete removal and replacement of the existing roofing system. Install new Ceramica Verea Flat Red clay tile roof system. Material Lead Time: 4-6 weeks		195,271.00	195,271.00
1. Roof Removal Remove and dispose of the existing roofing system down to the roof decking. This includes removal of existing tile, underlayment, flashings, fasteners and accessories. All roofing debris will be removed from the job site and properly disposed of.			
2. Deck Inspection Inspect the roof decking for structural integrity after removal of the existing roof. Any damaged or deteriorated decking will be replaced as necessary to provide a solid nailing surface.			
3. Decking Install Install new 3/4" OSB roof sheathing across entire roof, properly fastened to meet current building code requirements. Install 2"x3" gutter apron along the entire roof perimeter.			
4. High-Performance Underlayment Installation Install PSU-30 premium underlayment over the entire roof surface. Underlayment will be installed according to manufacturer specifications for tile roof systems. Secure underlayment using approved plastic cap fasteners for proper wind resistance and attachment.			
5. Valley Metal Installation Install new copper valley flashing in all roof valleys. Copper valleys provide superior durability and long-term waterproofing protection.			
6. Chimney Flashing & Cricket Fabricate and install new custom copper chimney flashing. Construct and install a new copper cricket on the upslope side of the chimney to properly divert water and prevent water buildup.			
7. New Tile Installation Supply and install new Ceramica Verea Flat Red roof tiles across the entire roof surface. Tiles will be installed according to manufacturer specifications and fastening requirements.			

Contract Price

Section 1 of 2



South Roofing and Contracting LLC

1704 W. Main, Independence, KS 67301
620-331-1475 FAX 620-331-1485
State of Kansas Reg. Cert. #20-008057
State of Oklahoma Reg. Cert. #80004820

AGREEMENT Section 1

Date	3/17/2026
Agreement #	2450

Owner / Address
City of Independence
120 N 6th Street
Independence KS 67301

Phone	Email
Phone	Email
FOR GOOD AND VALUABLE CONSIDERATION, Contractor and Owner agree as follows:	

Project	Qty	Cost	Total
Tiles will be secured using corrosion-resistant copper nails to prevent rust and extend the lifespan of the roofing system. Proper spacing and alignment will be maintained for a clean, uniform, and durable finished roof. 8. Mortar Work – Hips, Ridges & Valleys Install reinforcement wire along hips, ridges, and valley terminations. Apply mortar to hips, ridges, and valley terminations for proper structural stability and weather resistance. Finish mortar clean and uniform for a professional appearance. 9. Roof Soft Wash Upon completion of installation, the entire roof will be soft washed to remove installation dust and debris. Cleaning will be performed using a low-pressure system designed for tile roofing to protect the tile finish and preserve material integrity. 10. Cleanup Remove all job-related debris and construction materials from the job site. Perform a visual and magnetic sweep around the job site to collect nails and fasteners. Leave the property clean and broom-clean upon completion. NOTE: Repairs to original decking / soffit will be required and will be determined after tear off is complete. This will be an additional cost. NOTE: This estimate does not include painting.			

Contract Price

Section 1 of 2



South Roofing and Contracting LLC

1704 W. Main, Independence, KS 67301
620-331-1475 FAX 620-331-1485
State of Kansas Reg. Cert. #20-008057
State of Oklahoma Reg. Cert. #80004820

AGREEMENT Section 1

Date	3/17/2026
Agreement #	2450

Owner / Address

City of Independence
120 N 6th Street
Independence KS 67301

Phone	Email
Phone	Email
FOR GOOD AND VALUABLE CONSIDERATION, Contractor and Owner agree as follows:	

Project	Qty	Cost	Total
Price is good for 30 days.			0.00
Note: Deposit of 1/2 of the contract price will be required.			0.00
Workmanship Warranty Period: 5 years			0.00
Project Scheduling: Once a signed agreement is received, materials will be ordered. It will take about three weeks for materials to be delivered. Once the materials arrive then we can start looking at the weather, site conditions and contractor's existing work schedule to plan the project. This project will take approximately two weeks to complete once started, depending on weather and site conditions. Roofing operations cannot be performed during rain or unsafe weather conditions.			0.00
CONTRACT PRICE-includes the labor, equipment, material or supplies, tools, and supervision to complete the Project. Commercial labor sales tax not included.			0.00
CONTRACTOR AND OWNER, intending to be legally bound, execute this Agreement: This Agreement, which consists of Section 1 and Section 2, contains the entire agreement between Contractor and Owner with respect to the Project. All previous proposals, communications, and agreements, verbal or written, are hereby merged into and superseded by this Agreement. South Roofing and Contracting LLC, a Kansas limited liability company "Contractor"			0.00
Ray Cook, Authorized Agent			0.00
Owner			0.00
Signature _____ Date _____			
Printed Name _____ Title _____			
Signature _____ Date _____			
Printed Name _____ Title _____			

Payment is due upon completion of the Project. If Owner fails to pay Contractor when due, all unpaid balances will bear interest at the maximum rate allowed by law, but not exceeding 18% per annum, until paid in full and Owner will pay all reasonable costs of collection, including, but not limited to, court costs, attorney fees, expenses, and collection agency fees.

Contract Price includes the labor, equipment, material or supplies, tools, and supervision to complete the Project.

Contract Price

\$195,271.00

Section 1 of 2



South Roofing and Contracting LLC

1704 W. Main, Independence, KS 67301
620-331-1475 FAX 620-331-1485
State of Kansas Reg. Cert. #20-008057
State of Oklahoma Reg. Cert. #80004820

AGREEMENT Section 1

Date	3/3/2026
Agreement #	2444

Owner / Address
City of Independence
120 N 6th Street
Independence KS 67301

Phone	Email
Phone	Email
FOR GOOD AND VALUABLE CONSIDERATION, Contractor and Owner agree as follows:	

Project	Qty	Cost	Total
Property: Park Office, 400 Mickey Mantle Way, Independence, KS 67301			0.00
Project: * Remove existing shingles and bag for disposal - 1 layer * Replace 4 gable end outside rafters * Replace all exposed 1"x6" tongue and groove soffit * Cut and square all rafter tails at bottom eaves * Install 5/4" preprimed LP Smart Trim Fascia board * Overlay entire roof area with 7/16" OSB decking * Install Ice and Water Shield at bottom eaves * Install new synthetic felt * Install new drip edge * Install new plumbing pipe flashings * Install 2 new low profile air vents * Install Pabco Cascade Shingles Pewter Gray Class IV IR shingles or CertainTeed Grand Manor Stonegate Gray Class IV IR shingles * Install 5" aluminum seamless gutter * Install 3"x4" downspouts * Install Shur Flo gutter screens		20,932.00	20,932.00
NOTE: This estimate does not include painting. All paint work will need to be completed by the City before the gutter and downspouts will be installed.			
Price is good for 30 days.			0.00
Note: Deposit of 1/2 of the contract price will be required.			0.00
Workmanship Warranty Period: 5 years			0.00
Project Scheduling: Once a signed agreement is received, materials will be ordered. It will take about three weeks for materials to be delivered. Once the materials arrive then we can start looking at the weather, site conditions and contractor's existing work schedule to plan the project. This project will be completed in one day.			0.00

Contract Price

Section 1 of 2



South Roofing and Contracting LLC

1704 W. Main, Independence, KS 67301
620-331-1475 FAX 620-331-1485
State of Kansas Reg. Cert. #20-008057
State of Oklahoma Reg. Cert. #80004820

AGREEMENT Section 1

Date	3/3/2026
Agreement #	2444

Owner / Address
City of Independence
120 N 6th Street
Independence KS 67301

Phone	Email
Phone	Email
FOR GOOD AND VALUABLE CONSIDERATION, Contractor and Owner agree as follows:	

Project	Qty	Cost	Total
CONTRACT PRICE-includes the labor, equipment, material or supplies, tools, and supervision to complete the Project. Commercial labor sales tax not included.			0.00
CONTRACTOR AND OWNER, intending to be legally bound, execute this Agreement: This Agreement, which consists of Section 1 and Section 2, contains the entire agreement between Contractor and Owner with respect to the Project. All previous proposals, communications, and agreements, verbal or written, are hereby merged into and superseded by this Agreement. South Roofing and Contracting LLC, a Kansas limited liability company "Contractor"			0.00
Ray Cook, Authorized Agent			
Owner			0.00
Signature _____ Date _____			
Printed Name _____ Title _____			
Signature _____ Date _____			
Printed Name _____ Title _____			

Payment is due upon completion of the Project. If Owner fails to pay Contractor when due, all unpaid balances will bear interest at the maximum rate allowed by law, but not exceeding 18% per annum, until paid in full and Owner will pay all reasonable costs of collection, including, but not limited to, court costs, attorney fees, expenses, and collection agency fees.

Contract Price

\$20,932.00

Contract Price includes the labor, equipment, material or supplies, tools, and supervision to complete the Project.

Section 1 of 2



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2026**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider purchasing a new truck for the Water/Sewer Department.

SUMMARY RECOMMENDATION Approve purchase.

BACKGROUND The existing truck 402 is a primary tool used in the repair of our water and sewer systems. It is 2003 F-250, and is of an age and mileage where reliability has begun to impact availability. A replacement has been found, and is priced below MSRP and below Sourcewell pricing. Details on the vehicle are attached.

Two versions were reviewed, each being 4WD and with the required utility bed. The smaller double cab version was the lowest price 4WD unit found, at \$62,749.18. The larger crew cab version was priced at \$65,333.95, including delivery. Vendors local to Independence were contacted but declined to provide any quotes. Other similar vehicles were found, but none were 4WD, which is a requirement in inclement weather conditions and for terrain encountered during repairs.

It is recommended to purchase the larger cab, at \$65,333.95, to provide ease of entry and exit for crews who depend on this vehicle at all hours of the day and night to get them to repair water and sewer lines.

The existing truck 402 will be sold at auction with Purple Wave, if approved.

\$1,540.00 is included for equipment delivery in the above price

FINANCIAL INFORMATION Replacement of unit 402 was included in the 2026 Water-Sewer budget, estimated at \$75,000. This purchase comes in under-budget at \$65,333.95 and will be paid from the Vehicles (capital) account in the Water-Sewer Enterprise Fund (Fund 033).

SUGGESTED MOTION I move to approve the purchase of a new pickup from Hendrick Automotive Group for the price of \$65,333.95 and to allow the auction of the existing Truck 402 on Purple Wave, and for the execution of any necessary documentation after city attorney approval.

SUPPORTING DOCUMENTS

1. CITY OF INDEPENDENCE CT98242

Rick Hendrick Chevrolet Duluth - DULUTH, GA



COMMERCIAL

Stock No.

CT98242

Date

03/19/2026

Sales Rep

Joe Marrero

Sales Rep Phone #

(678) 983-2734

CONTACT TO PURCHASE

CUSTOMER INFORMATION

Customer	CITY OF INDEPENDENCE	Email	francesj@independences.gov		
Street	120 N 6TH STREET	City	INDEPENDENCE	State	KS
Contact		Phone	(620) 332-2507	Cell	(620) 332-2507
P.O.#		Fleet Account Number:			

VEHICLE INFORMATION

New/Used	New	Year	2026	Make	Chevrolet	Model / Description	Silverado 2500HD Work Truck 4x4
Mileage	781	Fuel Type		VIN #	1GB1KLE78TF198242		
Color	SUMMIT WHT			Interior Color	JET BLK VINYL		

INSURANCE INFORMATION

Insurer		Policy No.		Agency		Phone	
Street		City		State		Zip	

TRADE-IN INFORMATION

Make / Model		Color		Year		Eng.	
VIN		Mileage		Notes			

TRANSACTION

Items Added					
1	8FT READING UTILITY SERVICE BODY	\$	12,318.29	1. MSRP	\$ 56,328.00
2				2. Added Equipment	\$ 12,318.29
3				3. Dealer Discount	\$ 4,852.34
4				4. Less Incentives / Rebates	\$
5					
6					
7					
8					
9				5. Total Price	\$ 63,793.95
Purchase Quantity				6. Trade-In	\$
Notes:				7. Net Trade Difference	\$ 63,793.95
				8. Trade Payoff	\$
				9. Dealer Admin	\$ 1,540.00
				10. Taxable Sub-Total	\$ 65,333.95
				11. Sales Tax	\$
				12. Registration and Title Fees	\$
				13. Sub-Total	\$ 65,333.95
				14. Less Deposit / Down Payment	\$
				15. Final Amount Due / Financed	\$

03/19/2026

Customer Signature

Date

03/19/2026

Dealer Signature

Date

QUOTE VALID THRU DATE:

"This offer is based on incentives, rates and other conditions that may expire at any time without notice. All offers are subject to vehicle availability, lender's credit approval and lender's other requirements. Customer hereby authorizes this vehicle order, and agrees to the vehicle terms set forth herein."



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2026**

Department Airport

Director Approval John Garris

AGENDA ITEM Consider awarding a contract for construction observation for the airport apron pavement maintenance project to H.W. Lochner, Inc.

SUMMARY RECOMMENDATION Authorize award.

BACKGROUND The City was awarded a Kansas Department of Transportation (KDOT) Kansas Airport Improvement Program (KAIP) grant to maintain pavement integrity. This project is to maintain the surface of the apron directly adjacent to the Textron manufacturing facility. Our consultant, H.W. Lochner, Inc. (Lochner) prepared bid documents for this work and bids were received on Tuesday, March 10th.

The project will be constructed this summer. Lochner has provided a contract for the construction administration. This contract is in the amount of \$105,000.00 as a not-to-exceed basis. As KDOT is funding 90% of this project, the City's total cost for this work will be \$10,500.00.

FINANCIAL INFORMATION Based on this bid and other costs (engineering and construction observation) the total cost of the project will be \$636,000.00. The KAIP grant will pay \$572,000.00 and the City's share of the total project will be \$63,600.00. This request is for \$10,500.00 and will be paid from the Airport Capital Projects Reserve Fund (Fund 021).

SUGGESTED MOTION I move to authorize award of a contract for construction administration to H.W. Lochner, Inc., not-to-exceed amount of \$105,000.00 and for the execution of any necessary documents.

SUPPORTING DOCUMENTS

1. 2026-03-18 - FOR SIGN CEI Agreement_REV02 - IDP Asphalt Apron Rehab sd

CONSULTANT AGREEMENT

Owner: City of Independence, Kansas

Client: City of Independence, Kansas

Consultant: H.W. Lochner, Inc. ("Lochner")

Date:

Project: Rehabilitate Asphalt Apron Pavement

Lochner and the Client (collectively, the "Parties" and individually, a "Party") agree as follows:

1. **Agreement.** This Agreement is a contract between Lochner and the Client for Lochner to perform consulting, engineering, and/or design services on the Project.

2. **Lochner.** Lochner is the Client's Consultant for the services listed in this Agreement which Lochner is contracting to provide for the Project, and Lochner shall facilitate the exchange of information between or among Lochner and the Client, Lochner and other consultants retained by the Client, and Lochner and other consultants that Lochner may have retained for the Project. All communications between Lochner and the Client shall be through Lochner unless the Client authorizes otherwise.

Lochner represents that it is a properly licensed engineering firm and is registered to practice its profession and to conduct business in the State of [Kansas](#).

3. **Scope of Services.** Lochner shall perform the services set forth in Attachment A Scope of Work/Services, as awarded herein (the "Services").

4. **Compensation.** The Client shall compensate Lochner in accordance with Attachment B Agreement Price and Schedule of Values

5. **Schedule.** Lochner shall perform its Services within a timeframe mutually agreed to by Lochner and the Client as specified in Attachment C.

Lochner shall strive to cooperate with and to coordinate its Services with the activities of all other parties to the Project, including other consultants retained by the Client.

6. **Additional Services.** If the Client requests Lochner to perform services that Lochner believes to be in addition to the Services specified in Section 3 of this Agreement, and for which Lochner believes it is entitled to additional time or additional compensation, before commencing with any Additional Services Lochner shall submit a written cost estimate and revised schedule in accordance with Section 15 of this Agreement. Lochner shall not commence with any Additional Services without written authorization by the Client.

7. Standard of Care. The standard of care applicable to Lochner's Scope of Services shall be the degree of skill and care normally employed by professionals engaged to perform services similar to the Services required herein at the same time and in the same geographic area as the performance of Services hereunder and on projects similar in size and scope to the Project. In the event a standard of care is prescribed by statute, such statutory formulation shall be the Standard of Care.

8. Payment. Lochner shall send invoices to the Client at monthly intervals. Payment will be made to Lochner for invoiced Services not more than thirty (30) days following submittal of invoice to the Client.

9. Correction of Work. Lochner shall correct any Services that fail to conform to the Standard of Care set forth in Section 7 of this Agreement at Lochner's own expense.

10. Termination. Lochner may terminate this Agreement upon five (5) days written notice if the Client breaches any term of this Agreement. The Client may terminate this Agreement upon seven (7) days written notice without cause for the Client's own convenience. If this Agreement is terminated by Lochner for the Client's breach, the Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination as a result of the Client's breach. If this Agreement is terminated by the Client for its convenience, Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination.

11. Insurance. Lochner will provide and maintain the following policies of insurance under the terms and conditions set forth below:

1. Professional Liability Insurance retroactive to the date of commencement of Lochner's services in relation to the Project with a per claim and aggregate limit in the amount of the greater of \$1.0 million. This policy shall be maintained in effect for a period of one (1) year after completion of all Lochner's Services hereunder.

2. Commercial General Liability ("CGL") Insurance in the amount of \$1.0 million per occurrence, \$1.0 million aggregate limit, and \$1.0 million products and completed operations aggregate limit. In addition to the coverage provided by the Commercial General Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury, property damage, products-completed operations (for a minimum of five (5) years after completion of work) and broad form contractual liability.

3. Comprehensive Automobile Liability ("Auto") Insurance in the amount of \$1.0 million per occurrence, and \$1.0 million aggregate limit. In addition to the coverage provided by the Comprehensive Automobile Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury and property damage arising out of owned, hired, leased and non-owned vehicles, automobiles, trucks and trailers.

4. Workmen's Compensation Insurance in the amount of the statutory maximum, if there is one, and if there is no statutory maximum, in the amount of \$1.0 million and Employer's Liability Insurance of at least \$1.0 million.

5. Umbrella Excess Liability Insurance in the minimum amount of \$3.0 million each occurrence, and \$3.0 million aggregate limit. The Umbrella Excess Liability Insurance shall be written on an umbrella excess basis over, and shall follow form to, the Commercial General Liability Insurance policy, the Comprehensive Automobile Liability Insurance policy, and the Employer's Liability Insurance policy. The Umbrella Excess Liability Insurance policy shall be endorsed to provide defense coverage obligations.

Lochner will include coverage for its subcontractors in its policies or obtain from each subcontractor equivalent insurance as required of Lochner hereunder. The provisions of Section 11 shall apply equally to Lochner's subcontractors as they do to Lochner.

All insurance policies will be endorsed to provide that the insurance company will give the Client at least thirty (30) days written notice of cancellation or material change prior to such cancellation or modification.

Prior to commencement of Lochner's Scope of Services hereunder, Lochner shall provide the Client with certificates of insurance evidencing the requirements set forth herein.

12. Indemnification. Lochner agrees to indemnify the Client and its officers, directors, members, managers, employees and assigns (the "Indemnitees") from and against liability, claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees, expert witness costs, other litigation costs, judgments, settlements and economic losses) (collectively the "Losses" and individually, a "Loss") arising out of or resulting from negligent performance of any Services or duties under this Agreement by Lochner, its subcontractors, lower-subcontractors, or agents of any tier or their respective employees provided, however, that in the event of a Loss arising out of damages to persons or property, the foregoing obligation (1) shall not require Lochner to indemnify any Indemnatee for Losses other than to the extent caused by the act, omission or default of Lochner, its contractors, subcontractors, lower-subcontractors, materialmen, or agents of any tier or their respective employees, where such is prohibited by law, and (2) shall not require Lochner to indemnify any Indemnatee for Losses caused in whole or in part by any act, omission, or default of the Indemnatee, where such is prohibited by law. If the obligation to indemnify set forth in this Section is broader than that allowed by applicable law, this Section should be interpreted as providing the broadest indemnification obligation permitted and should be limited only to the extent necessary to comply with that law.

Lochner shall reimburse the Client for its reasonable attorneys' fees, expert witness costs and other litigation costs to enforce this Section 12 and shall survive the termination or full performance of this Agreement by either or both Lochner and/or the Client. Section 12 is to be read separately and independently of Section 11 and the additional insured obligations therein contained.

13. Waiver of Immunity. In claims against any person or entity indemnified under Section 12 by an employee of Lochner, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable (a "Claimant"), the indemnification obligation under Section 12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Claimant's employer under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. Ownership of Documents. If the Agreement requires that any of the Client's documents, drawings, plans, specifications, or other work product are, or shall become, the property of another person, Lochner shall, at the Client's request, assign all rights of ownership of any like document prepared by Lochner to the same person.

15. Changes. Client may, by written direction only, make changes, revisions, additions, or deletions (collectively called "changes") to this Agreement. Any claim by Lochner for an adjustment under this paragraph must be asserted in writing fully supported by factual documentation to the Client, within fifteen (15) calendar days from the date of receipt by Lochner of the written change order from the Client, or within such extension of this period as Client, in its sole discretion, may grant in writing at Lochner's request prior to expiration of said period.

Claims arising under this Agreement shall be decided in the state or federal courts located in [Kansas](#).

16. Confidentiality. Lochner acknowledges, that as part of Lochner's relationship with the Client, it will have access to information that is not publicly available ("Confidential Information"). Lochner agrees that it will maintain strict confidentiality with respect to such Confidential Information and will not, directly, or indirectly, disseminate it or use it for any purpose unrelated to Lochner's obligations under this Agreement. Lochner shall not, without the prior written consent of the Client, make any public statement, announcement or release concerning the Project or the Confidential Information to trade publications, the press, or any other individual, corporation, partnership, or entity except as may be necessary to comply with the requirements of any applicable law, governmental order or regulation. In the event Lochner believes it is required to disclose any Confidential Information in order to comply with any applicable law, governmental order or regulation, Lochner shall promptly notify the Client of same with sufficient time to allow the Client to object or otherwise take actions to prevent the disclosure of such Confidential Information.

17. Quality Control/Quality Assurance. Lochner shall perform Quality Control/Quality Assurance (QC/QA) commensurate with the Standard of Care throughout the provision of all Services by Lochner pursuant to the terms of this Agreement.

18. Miscellaneous Provisions.

1. Assignment. Lochner shall not assign this Agreement or the benefits arising therefrom without the prior written consent of the Client.

2. Integration. This Agreement represents the entire and integrated Agreement between Lochner and the Client and supersedes all prior negotiations, representations or agreements, either written or oral.

3. Third Parties. There are no third-party beneficiaries to this Agreement other than as expressly indicated in Section 11 (Insurance) and Section 12 (Indemnification).

4. Invalidity. In the event any provision or part of a provision of this Agreement is found invalid by a tribunal of competent jurisdiction, (i) the other provisions or parts of the provision of this Agreement shall remain in full force and effect notwithstanding such finding, and (ii) the Agreement shall be interpreted to, as closely as possible, effectuate the purpose the original Agreement language.

5. Mutually Negotiated. The Parties acknowledge that the terms and conditions of this Agreement have been the subject of mutual negotiation, and that this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

6. Survival. Notwithstanding anything herein to the contrary, the provisions of this Agreement providing for limitation of or protection against liabilities between the Parties, shall survive termination of the Agreement and/or completion of the Services hereunder.

7. Limitation of Liability. Lochner's liability for any claim or breach of Standard of Care shall be limited to the amount of its Compensation as defined in Section 11.

8. Notices. Unless otherwise provided herein, all notices, requests, consents, approvals, demands and other communications to be given hereunder shall be in writing and shall be deemed given upon (a) the date of delivery when hand delivered to the respective Parties as set forth below, or (b) actual receipt as evidenced by proof of delivery by a national courier service or the United States Postal Service, addressed to the respective Parties at the following addresses:

Notice to Lochner:

Larry Wagner
lwagner@hwlochner.com

H.W. Lochner, Inc.
15717 College Blvd.
Lenexa, KS 66219

Notice to Client:

John Garris
engineer@independencesks.gov

City Engineer/Director of Public Works & Utilities
City of Independence, Kansas
120 N. 6th Street
Independence, KS 67301

9. Mutual Waiver of Consequential Damages. In no event shall either Party, their members, managers, affiliates, officers, directors, employees, agents, or shareholders be liable to the other Party for any special, incidental or consequential damages, direct or indirect, including, but not limited to, lost revenue, lost profits, financing costs, overhead, penalties, fines, liquidated damages and lost opportunities, whether incurred by a Party or by third parties to that Party may be liable, whether sounding in breach of contract, warranty, tort (including negligence), strict or statutory liability or otherwise, arising from or relating to the Services under this Agreement.

10. Electronically Produced Documents. Electronically produced documents will be submitted in data files compatible with AutoCAD Release 2020. Lochner makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

Because data stored on electronic media can deteriorate undetected or be modified without Lochner's knowledge, the electronic data files submitted to the Sponsor or other Agencies will have an acceptance period of thirty (30) days. If during that period the Sponsor or other Agencies find any errors or omissions in the files, Lochner will correct the errors or omissions as a part of the basic Agreement. Lochner will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

11. Engineer's Opinion of Probable Project Cost and Construction Cost. Since Lochner has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, Lochner's opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of Lochner's experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Lochner cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by Lochner. However, Lochner represents that it will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Client.

12. Force Majeure. Any delay or failure of Lochner in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Lochner, provided that prompt written notice of such delay or suspension be given by Lochner to the Client. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Lochner shall be reimbursed for the cost of such delays.

13. Client's Responsibilities.

- a. Arrange for access to and make all provisions for Lochner to enter upon public and private property as required for it to perform his/her services.
- b. Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- c. Designate in writing a person to act as Client representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.
- d. Give prompt written notice to Lochner whenever Client observes or knows of any development that affects the scope or timing of Lochner's services.
- e. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the project.

- f. Available information relating to environmental conditions at the property, including any permits, clearances, investigations, and remediation required for federal, state, and local agencies identified by environmental consultants for the Sponsor in currently available reports.

14. Mandatory Federal Contract Provisions. N/A

H.W. LOCHNER, INC.

CITY OF INDEPENDENCE, KANSAS



By: Chris Whitfield, PE

By: _____

Title: Regional Lead

Title: _____

Date: March 18, 2026

Date: _____

Attachments

Attachment A Scope of Work/Services

Attachment B Agreement Price and Schedule of Values

Attachment C Project Schedule

SCOPE OF WORK/SERVICES

WHEREAS, the Client has agreed to employ the Consultant to provide the construction administration, materials testing, observations, and project closeout services for the proposed project.

All services will be performed in accordance with good engineering practice and applicable published criteria of the Federal Aviation Administration (FAA).

The following is a detailed description of the specific services that are a duty of this Agreement.

A. CONSTRUCTION SERVICES

1. Preliminary
 - a. Coordinate with Client and FAA to establish inspection scope, estimate, and agreement for services.
 - b. Prepare copies of the Construction Plans and Contract Documents/Technical Specifications for use by the Contractor during construction.
 - c. Conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to the attendees.
2. Provide construction management and on-site construction observation services.
 - a. Provide a qualified full-time Resident Project Representative to monitor Contractor's conformance with contract requirements and notify Client and Contractor if any deficiency corrections are required. A maximum of one (1) full-time Resident Project Representative (RPR) will be provided during the construction period. A maximum of 50 hours is budgeted per week for the RPR.
 - b. Respond to RFI's from the contractor and complete site visits to monitor project progression.
 - c. Review material certification submittals from the Contractor.
 - d. Prepare Contractor's progress estimates, change orders, and supplemental agreements necessary for construction of the Project.
 - e. Perform material(s) acceptance testing (field laboratory) as required per the specifications.
 - f. Attend and conduct a final review of the Project with the Client and Contractor.
3. Project Closeout
 - a. Prepare and submit to the Client one (1) set of black line prints of the record drawings. The Client will be provided with electronic data of the record drawings upon request.
 - b. Prepare the documents relating to engineering design and construction services for Project closeout as required by the FAA.
 - c. Prepare and submit the Final Construction Report as required by the FAA.
 - d. Compile Contractor's certified payroll records and submit electronic copy to the Client.
 - e. Update Airport Layout Plan will NOT be needed for this Project.

DERIVATION OF CONSULTANT PROJECT COSTS

ASPHALT APRON REHAB.

KDOT PROJECT NO. AV-2026-23

INDEPENDENCE MUNICIPAL AIRPORT (IDP)

INDEPENDENCE, KANSAS

PROJECT CLOSEOUT SERVICES

March 3, 2026

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$109.00	\$ -
Project Manager	6	\$102.00	\$ 612.00
Airport Planner	0	\$77.00	\$ -
Design Engineer	14	\$68.00	\$ 952.00
Construction Observer	0	\$66.00	\$ -
Design Technician	18	\$52.00	\$ 936.00
Admin. Assistant	10	\$51.00	\$ 510.00
Engineer Intern	0	\$44.00	\$ -

Total Direct Salary Costs= \$ 3,010.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 171.64% \$ 5,166.36

3. SUBTOTAL:

Items 1 and 2 \$ 8,176.36

4. PROFIT:

15% of Item 3 Subtotal \$ 1,226.45

Subtotal of Items 3 and 4 \$ 9,402.82

5. OUT-OF-POCKET EXPENSES:

a. Mileage	0 miles @ \$0.70/mile =	\$ -
b. Aircraft Rental	0 hrs. @ \$400.00/hour =	\$ -
c. Meals	0 @ \$68.00/day =	\$ -
d. Motel	days @ \$110.00/day =	\$ -
e. Mailing & Misc. Expenses		= \$ 597.18

Total Out-of-Pocket Expenses = \$ 597.18

6. SUBCONTRACT COST:

a. None \$ -

7. TOTAL FEE:

Items 4, 5 and 6 \$ 10,000.00 Lump Sum

DERIVATION OF CONSULTANT PROJECT COSTS

ASPHALT APRON REHAB.

KDOT PROJECT NO. AV-2026-23
INDEPENDENCE MUNICIPAL AIRPORT (IDP)
INDEPENDENCE, KANSAS

CONSTRUCTION MANAGEMENT AND OBSERVATION SERVICES

March 3, 2026

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$109.00	\$ -
Project Manager	40	\$102.00	\$ 4,080.00
Airport Planner	0	\$77.00	\$ -
Design Engineer	42	\$68.00	\$ 2,856.00
(*) Construction Observer	335	\$66.00	\$ 22,110.00
Design Technician	8	\$52.00	\$ 416.00
Admin. Assistant	16	\$51.00	\$ 816.00
Engineer Intern	6	\$44.00	\$ 264.00
Total Direct Salary Costs=			\$ 30,542.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 171.64% \$ 52,422.29

3. SUBTOTAL:

Items 1 and 2 \$ 82,964.29

4. PROFIT:

15% of Item 3 Subtotal \$ 12,444.64

Subtotal of Items 3 and 4 \$ 95,408.93

5. OUT-OF-POCKET EXPENSES:

a. Mileage	3,987	miles @ \$0.70/mile =	\$ 2,790.90
b. Aircraft Rental	0	hrs. @ \$400.00/hour =	\$ -
c. Meals	37	@ \$68.00/day =	\$ 2,516.00
d. Motel	37	days @ \$110.00/day =	\$ 4,070.00
e. Mailing & Misc. Expenses		=	\$ 214.17

Total Out-of-Pocket Expenses = \$ 9,591.07

6. SUBCONTRACT COST:

a. None \$ -

7. TOTAL FEE:

Items 4, 5 and 6 \$ 105,000.00 Not-To-Exceed

(*) Construction Observation time based on 50 hrs per week during construction activities.

COMPENSATION

The Client agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. CONSTRUCTION SERVICES

1. through 2	\$105,000.00 Not-to-Exceed
3. Project Closeout Phase.....	<u>\$10,000.00</u> Lump Sum
Total Construction Services	\$115,000.00 Not-to-Exceed

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Client.

For engineering services applicable to Item A. Construction Services, Parts 1 and 2, the Consultant will submit monthly statements to the Client for payroll costs times a factor for labor and general administrative overhead (3.1238) and all other expenses incurred on the Project. A pro rata share of the fixed payment in proportion of the statement amount to the not-to-exceed amount will be included on the monthly statement.

The fixed payment to the Consultant for services outlined in Item A., Parts 1 and 2, shall be \$12,444.64, and the total payment to the Consultant shall not exceed \$115,000.00.

If the Contractor exceeds a construction contract period of 44 calendar days, the Consultant may renegotiate the respective fixed payment and not-to-exceed amount. The renegotiated fixed payment and not-to-exceed amount will be estimated based on direct salary costs, labor and general overhead, out-of-pocket expenses, and profit similar to those used in this Agreement.

The Consultant will use an independent laboratory for materials acceptance testing.

Travel on and off the Project site required of Consultant personnel will be compensated at the current rate allowed by the Internal Revenue Service.

Costs other than personnel services incurred by the Consultant will be documented in the written statement and will be at the cost to the Consultant from the vendor.

For Item A. Construction Services, Part 3, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Client a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

TIME SCHEDULE

The performance of this Agreement is contingent and valid only on the receipt by the Client of a grant from the KDOT for the Project. After receipt and acceptance of the grant offer, the Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Client, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. CONSTRUCTION SERVICES

1. through 2. Construction Services As Required for 44 Calendar Day Construction Project
3. Project Closeout Phase 90 Calendar Days After Project Acceptance

The schedule presented above does not include review time by the Client, KDOT or other interested agencies.



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2026**

Department Airport

Director Approval John Garris

AGENDA ITEM Consider awarding a contract for airport apron pavement maintenance to Maxwell Asphalt, Inc.

SUMMARY RECOMMENDATION Authorize award.

BACKGROUND The City was awarded a Kansas Department of Transportation (KDOT) Kansas Airport Improvement Program (KAIP) grant to maintain pavement integrity. This project is to maintain the surface of the apron directly adjacent to the Textron manufacturing facility. Our consultant, H.W. Lochner prepared bid documents for this work and bids were received on Tuesday, March 10th.

The City received eight bids and they are summarized in the attached bid tab.

Our engineer, Lochner, suggests a preference in bid evaluation be given to the Base Bid + Add Alternate 2 scenario due to the cost and lifespan of the selected material.

The low bid provided by Maxwell Asphalt, Inc. was below the Engineer's Estimate. Lochner has satisfactory experience working with Maxwell Asphalt, Inc. on other projects. Lochner's evaluation of the bids for this project suggests that the bid submitted by Maxwell Asphalt, Inc. is fair and reasonable and recommends the City enter into a contract with the apparent low bidder, Maxwell Asphalt, Inc., in the amount of the Base Bid + Add Alternate 2 award scenario totaling \$440,220.00. Maxwell Asphalt, Inc.'s bid is attached.

FINANCIAL INFORMATION Based on this bid and other costs (engineering and construction observation) the total cost of the project will be \$636,000.00. The KAIP grant will pay \$572,000.00 and the City's share will be \$63,600.00. Costs to the City for this contract are \$44,022.00 and will be paid from the Airport Capital Projects Reserve Fund (Fund 021).

SUGGESTED MOTION I move to authorize award of pavement maintenance for the IDP pavement maintenance contract to Maxwell Asphalt, Inc. in the unit price amount of \$440,220.00 and for the execution of any necessary documents.

SUPPORTING DOCUMENTS

1. 01 - 2026-03-10 - Bid Tab - IDP Apron Rehab
2. 02 - Maxwell Asphalt Bid Packet
3. 03 - 2026-03-12 - AS BID Budget - IDP Apron Rehab



BID TABULATION
INDEPENDENCE MUNICIPAL AIRPORT (IDP)
INDEPENDENCE, KANSAS
KDOT PROJECT NO. AV-2026-23
LOCHNER NO. 21584 T002

BASE BID - CRACK SEAL AND RE-MARK ASPHALT APRON PAVEMENT
ADD ALTERNATE NO. 1 - APPLY RAPID-CURE SEAL COAT SURFACE TREATMENT
ADD ALTERNATE NO. 2 - APPLY EMULSIFIED ASPHALT FINE-AGGREGATE SURFACE TREATMENT

BID OPENING: MARCH 10, 2026 at 3:00 P.M. (CST)



					ENGINEER'S ESTIMATE		American Road Maintenance		CR Contracting		Custom Pavement Maintenance & Safety LLC		Fahrner Asphalt Sealers, LLC	
Item No.	Spec No.	Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID														
CRACK SEAL AND RE-MARK ASPHALT APRON PAVEMENT														
1	C-105	MOBILIZATION (NTE 10% OF TOTAL BID AMOUNT)	1	L.S.	\$ 47,402.00	\$ 47,402.00	\$ 30,000.00	\$ 30,000.00	\$ 51,000.00	\$ 51,000.00	\$ 22,500.00	\$ 22,500.00	\$ 26,000.00	\$ 26,000.00
2	S-1	TEMPORARY MARKING, LIGHTING, AND BARRICADES	1	L.S.	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 41,000.00	\$ 41,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
3	MO-622	CLEAN AND SEAL JOINTS AND CRACKS IN ASPHALT PAVEMENT (1/4" TO 1 1/2")	134,000	L.F.	\$ 1.60	\$ 214,400.00	\$ 1.75	\$ 234,500.00	\$ 0.90	\$ 120,600.00	\$ 1.45	\$ 194,300.00	\$ 1.14	\$ 152,760.00
4	MO-622	CLEAN AND SEAL JOINTS AND CRACKS IN ASPHALT PAVEMENT (LARGER THAN 1 1/2")	500	L.F.	\$ 12.50	\$ 6,250.00	\$ 15.00	\$ 7,500.00	\$ 10.00	\$ 5,000.00	\$ 10.00	\$ 5,000.00	\$ 10.00	\$ 5,000.00
5	P-620	SURFACE PREPARATION, PAVEMENT MARKING REMOVAL	18,200	S.F.	\$ 1.50	\$ 27,300.00	\$ 2.00	\$ 36,400.00	\$ 1.50	\$ 27,300.00	\$ 2.04	\$ 37,128.00	\$ 1.97	\$ 35,854.00
6	P-620	PERMANENT REFLECTORIZED PAVEMENT MARKING (YELLOW)	4,850	S.F.	\$ 2.80	\$ 13,580.00	\$ 2.00	\$ 9,700.00	\$ 2.00	\$ 9,700.00	\$ 4.06	\$ 19,691.00	\$ 1.18	\$ 5,723.00
7	P-620	PERMANENT NON-REFLECTORIZED PAVEMENT MARKING (WHITE)	577	S.F.	\$ 2.80	\$ 1,615.60	\$ 2.00	\$ 1,154.00	\$ 6.00	\$ 3,462.00	\$ 2.00	\$ 1,154.00	\$ 1.18	\$ 680.86
8	P-620	PERMANENT NON-REFLECTORIZED PAVEMENT MARKING (YELLOW)	3,053	S.F.	\$ 2.80	\$ 8,548.40	\$ 2.00	\$ 6,106.00	\$ 2.00	\$ 6,106.00	\$ 1.00	\$ 3,053.00	\$ 1.18	\$ 3,602.54
9	P-620	PERMANENT NON-REFLECTORIZED PAVEMENT MARKING (BLACK)	9,700	S.F.	\$ 2.80	\$ 27,160.00	\$ 2.00	\$ 19,400.00	\$ 2.00	\$ 19,400.00	\$ 0.90	\$ 8,730.00	\$ 1.18	\$ 11,446.00
10	P-620	TEMPORARY NON-REFLECTORIZED PAVEMENT MARKING (WHITE)	577	S.F.	\$ 2.80	\$ 1,615.60	\$ 2.00	\$ 1,154.00	\$ 3.00	\$ 1,731.00	\$ 2.00	\$ 1,154.00	\$ 2.16	\$ 1,246.32
11	P-620	TEMPORARY NON-REFLECTORIZED PAVEMENT MARKING (YELLOW)	7,903	S.F.	\$ 2.80	\$ 22,128.40	\$ 2.00	\$ 15,806.00	\$ 2.00	\$ 15,806.00	\$ 1.25	\$ 9,878.75	\$ 2.16	\$ 17,070.48
BASE BID SUBTOTAL					\$	400,000.00	\$	381,720.00	\$	301,105.00	\$	314,588.75	\$	271,383.20

					ENGINEER'S ESTIMATE		American Road Maintenance		CR Contracting		Custom Pavement Maintenance & Safety LLC		Fahrner Asphalt Sealers, LLC	
Item No.	Spec No.	Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
ADD ALTERNATE NO. 1														
APPLY RAPID-CURE SEAL COAT SURFACE TREATMENT														
1	P-608-R	RAPID-CURE SEAL COAT SURFACE TREATMENT	92,000	S.Y.	\$ 3.60	\$ 331,200.00	\$ 2.00	\$ 184,000.00	\$ 2.50	\$ 230,000.00	\$ 2.51	\$ 230,920.00	\$ 3.71	\$ 341,320.00
ADD ALTERNATE NO. 1 SUBTOTAL					\$	331,200.00	\$	184,000.00	\$	230,000.00	\$	230,920.00	\$	341,320.00



BID TABULATION

INDEPENDENCE MUNICIPAL AIRPORT (IDP)

INDEPENDENCE, KANSAS

KDOT PROJECT NO. AV-2026-23

LOCHNER NO. 21584 T002

BASE BID - CRACK SEAL AND RE-MARK ASPHALT APRON PAVEMENT

ADD ALTERNATE NO. 1 - APPLY RAPID-CURE SEAL COAT SURFACE TREATMENT

ADD ALTERNATE NO. 2 - APPLY EMULSIFIED ASPHALT FINE-AGGREGATE SURFACE TREATMENT

BID OPENING: MARCH 10, 2026 at 3:00 P.M. (CST)

					ENGINEER'S ESTIMATE		American Road Maintenance		CR Contracting		Custom Pavement Maintenance & Safety LLC		Fahrner Asphalt Sealers, LLC	
Item No.	Spec No.	Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
ADD ALTERNATE NO. 2														
APPLY EMULSIFIED ASPHALT FINE-AGGREGATE SURFACE TREATMENT														
1	P-608	EMULSIFIED ASPHALT FINE-AGGREGATE SURFACE TREATMENT	92,000	S.Y.	\$ 3.40	\$ 312,800.00	\$ 3.00	\$ 276,000.00	\$ 1.90	\$ 174,800.00	\$ 1.82	\$ 167,440.00	\$ 1.95	\$ 179,400.00
ADD ALTERNATE NO. 2 SUBTOTAL					\$	312,800.00	\$	276,000.00	\$	174,800.00	\$	167,440.00	\$	179,400.00

					ENGINEER'S ESTIMATE		American Road Maintenance		CR Contracting		Custom Pavement Maintenance & Safety LLC		Fahrner Asphalt Sealers, LLC	
BASE BID + ADD ALTERNATE NO. 1					\$	731,200.00	\$	565,720.00	\$	531,105.00	\$	545,508.75	\$	612,703.20
BASE BID + ADD ALTERNATE NO. 2					\$	712,800.00	\$	657,720.00	\$	475,905.00	\$	482,028.75	\$	450,783.20



BID TABULATION
INDEPENDENCE MUNICIPAL AIRPORT (IDP)
INDEPENDENCE, KANSAS
KDOT PROJECT NO. AV-2026-23
LOCHNER NO. 21584 T002

BASE BID - CRACK SEAL AND RE-MARK ASPHALT APRON PAVEMENT
ADD ALTERNATE NO. 1 - APPLY RAPID-CURE SEAL COAT SURFACE TREATMENT
ADD ALTERNATE NO. 2 - APPLY EMULSIFIED ASPHALT FINE-AGGREGATE SURFACE TREATMENT

BID OPENING: MARCH 10, 2026 at 3:00 P.M. (CST)

					ENGINEER'S ESTIMATE		GDS, LLC		Hi-Lite Airfield Services, LLC		Maxwell Asphalt, Inc.		Tri-City Seal Co. Inc.											
Item No.	Spec No.	Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount										
BASE BID																								
CRACK SEAL AND RE-MARK ASPHALT APRON PAVEMENT																								
1	C-105	MOBILIZATION (NTE 10% OF TOTAL BID AMOUNT)	1	L.S.	\$	47,402.00	\$	47,402.00	\$	38,229.20	\$	38,229.20	\$	24,278.74	\$	24,278.74	\$	20,000.00	\$	20,000.00	\$	36,450.00	\$	36,450.00
2	S-1	TEMPORARY MARKING, LIGHTING, AND BARRICADES	1	L.S.	\$	30,000.00	\$	30,000.00	\$	23,000.00	\$	23,000.00	\$	8,500.00	\$	8,500.00	\$	5,000.00	\$	5,000.00	\$	13,225.00	\$	13,225.00
3	MO-622	CLEAN AND SEAL JOINTS AND CRACKS IN ASPHALT PAVEMENT (1/4" TO 1 1/2")	134,000	L.F.	\$	1.60	\$	214,400.00	\$	4.00	\$	536,000.00	\$	1.34	\$	179,560.00	\$	1.35	\$	180,900.00	\$	2.35	\$	314,900.00
4	MO-622	CLEAN AND SEAL JOINTS AND CRACKS IN ASPHALT PAVEMENT (LARGER THAN 1 1/2")	500	L.F.	\$	12.50	\$	6,250.00	\$	15.00	\$	7,500.00	\$	10.00	\$	5,000.00	\$	4.00	\$	2,000.00	\$	13.50	\$	6,750.00
5	P-620	SURFACE PREPARATION, PAVEMENT MARKING REMOVAL	18,200	S.F.	\$	1.50	\$	27,300.00	\$	2.00	\$	36,400.00	\$	1.50	\$	27,300.00	\$	2.00	\$	36,400.00	\$	0.42	\$	7,644.00
6	P-620	PERMANENT REFLECTORIZED PAVEMENT MARKING (YELLOW)	4,850	S.F.	\$	2.80	\$	13,580.00	\$	1.80	\$	8,730.00	\$	1.00	\$	4,850.00	\$	2.00	\$	9,700.00	\$	5.75	\$	27,887.50
7	P-620	PERMANENT NON-REFLECTORIZED PAVEMENT MARKING (WHITE)	577	S.F.	\$	2.80	\$	1,615.60	\$	1.62	\$	934.74	\$	1.00	\$	577.00	\$	2.00	\$	1,154.00	\$	4.60	\$	2,654.20
8	P-620	PERMANENT NON-REFLECTORIZED PAVEMENT MARKING (YELLOW)	3,053	S.F.	\$	2.80	\$	8,548.40	\$	1.62	\$	4,945.86	\$	0.95	\$	2,900.35	\$	2.00	\$	6,106.00	\$	4.60	\$	14,043.80
9	P-620	PERMANENT NON-REFLECTORIZED PAVEMENT MARKING (BLACK)	9,700	S.F.	\$	2.80	\$	27,160.00	\$	1.62	\$	15,714.00	\$	0.80	\$	7,760.00	\$	2.00	\$	19,400.00	\$	3.45	\$	33,465.00
10	P-620	TEMPORARY NON-REFLECTORIZED PAVEMENT MARKING (WHITE)	577	S.F.	\$	2.80	\$	1,615.60	\$	1.44	\$	830.88	\$	1.75	\$	1,009.75	\$	2.00	\$	1,154.00	\$	3.45	\$	1,990.65
11	P-620	TEMPORARY NON-REFLECTORIZED PAVEMENT MARKING (YELLOW)	7,903	S.F.	\$	2.80	\$	22,128.40	\$	1.44	\$	11,380.32	\$	1.75	\$	13,830.25	\$	2.00	\$	15,806.00	\$	3.45	\$	27,265.35
BASE BID SUBTOTAL					\$	400,000.00		\$	683,665.00		\$	275,566.09		\$	297,620.00		\$	486,275.50						

					ENGINEER'S ESTIMATE		GDS, LLC		Hi-Lite Airfield Services, LLC		Maxwell Asphalt, Inc.		Tri-City Seal Co. Inc.	
Item No.	Spec No.	Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
ADD ALTERNATE NO. 1														
APPLY RAPID-CURE SEAL COAT SURFACE TREATMENT														
1	P-608-R	RAPID-CURE SEAL COAT SURFACE TREATMENT	92,000	S.Y.	\$ 3.60	\$ 331,200.00	\$ 2.70	\$ 248,400.00	\$ 2.45	\$ 225,400.00	\$ 2.18	\$ 200,560.00	\$ 2.56	\$ 235,520.00
ADD ALTERNATE NO. 1 SUBTOTAL					\$	331,200.00	\$	248,400.00	\$	225,400.00	\$	200,560.00	\$	235,520.00



BID TABULATION

INDEPENDENCE MUNICIPAL AIRPORT (IDP)

INDEPENDENCE, KANSAS

KDOT PROJECT NO. AV-2026-23

LOCHNER NO. 21584 T002

BASE BID - CRACK SEAL AND RE-MARK ASPHALT APRON PAVEMENT

ADD ALTERNATE NO. 1 - APPLY RAPID-CURE SEAL COAT SURFACE TREATMENT

ADD ALTERNATE NO. 2 - APPLY EMULSIFIED ASPHALT FINE-AGGREGATE SURFACE TREATMENT

BID OPENING: MARCH 10, 2026 at 3:00 P.M. (CST)

					ENGINEER'S ESTIMATE		GDS, LLC		Hi-Lite Airfield Services, LLC		Maxwell Asphalt, Inc.		Tri-City Seal Co. Inc.	
Item No.	Spec No.	Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
ADD ALTERNATE NO. 2														
APPLY EMULSIFIED ASPHALT FINE-AGGREGATE SURFACE TREATMENT														
1	P-608	EMULSIFIED ASPHALT FINE-AGGREGATE SURFACE TREATMENT	92,000	S.Y.	\$ 3.40	\$ 312,800.00	\$ 1.98	\$ 182,160.00	\$ 1.99	\$ 183,080.00	\$ 1.55	\$ 142,600.00	\$ 1.76	\$ 161,920.00
ADD ALTERNATE NO. 2 SUBTOTAL					\$	312,800.00	\$	182,160.00	\$	183,080.00	\$	142,600.00	\$	161,920.00

					ENGINEER'S ESTIMATE		GDS, LLC		Hi-Lite Airfield Services, LLC		Maxwell Asphalt, Inc.		Tri-City Seal Co. Inc.	
BASE BID + ADD ALTERNATE NO. 1					\$	731,200.00	\$	932,065.00	\$	500,966.09	\$	498,180.00	\$	721,795.50
BASE BID + ADD ALTERNATE NO. 2					\$	712,800.00	\$	865,825.00	\$	458,646.09	\$	440,220.00	\$	648,195.50

*****PAGE NUMBER REVISED PER ADDENDUM NO. 1*****

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

Not Applicable.

*****PAGE NUMBER REVISED PER ADDENDUM NO. 1*****
BIDDERS LIST COLLECTION FORM

☐ Prime Firm Name: <u>Maxwell Asphalt, Inc.</u> Certified DBE: ☐ Yes ☒ No Firm Address: <u>650 South Delong Street</u> City <u>Salt Lake City</u> State <u>UT</u> Zip <u>84104</u> Contact Name: <u>Robert McIntosh</u> Email Address: <u>rob@maxwellasphalt.com</u> Phone: <u>801-972-2097</u>				
NAICS Code(s) of Scopes(s) of Bid <u>All things asphalt maintenance</u>	Race of Majority Owner ☐ Black American ☐ Hispanic American ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American ☒ Other	Sex of Majority Owner ☐ Female ☒ Male	Age of Firm ☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☒ More than 10 years	Annual Gross Receipts ☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☒ \$6-10 million ☐ Over \$10 million
☐ Subcontractor Firm Name: _____ Certified DBE: ____ Yes ____ No Firm Address: _____ City _____ State _____ Zip _____ Contact Name: _____ Email Address: _____ Phone: _____				
NAICS Code(s) of Scopes(s) of Bid	Race of Majority Owner ☐ Black American ☐ Hispanic American ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American ☐ Other	Sex of Majority Owner ☐ Female ☐ Male	Age of Firm ☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	Annual Gross Receipts ☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Over \$10 million
☐ Subcontractor Firm Name: _____ Certified DBE: ____ Yes ____ No Firm Address: _____ City _____ State _____ Zip _____ Contact Name: _____ Email Address: _____ Phone: _____				
NAICS Code(s) of Scopes(s) of Bid	Race of Majority Owner ☐ Black American ☐ Hispanic American ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American ☐ Other	Sex of Majority Owner ☐ Female ☐ Male	Age of Firm ☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	Annual Gross Receipts ☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Over \$10 million

☐ Subcontractor				
Firm Name: _____			Certified DBE: ☐ Yes ☐ No	
Firm Address: _____			City: _____	State: _____ Zip: _____
Contact Name: _____			Email Address: _____	Phone: _____
NAICS Code(s) of Scopes(s) of Bid	Race of Majority Owner ☐ Black American ☐ Hispanic American ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American ☐ Other	Sex of Majority Owner ☐ Female ☐ Male	Age of Firm ☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	Annual Gross Receipts ☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Over \$10 million

☐ Subcontractor				
Firm Name: _____			Certified DBE: ☐ Yes ☐ No	
Firm Address: _____			City: _____	State: _____ Zip: _____
Contact Name: _____			Email Address: _____	Phone: _____
NAICS Code(s) of Scopes(s) of Bid	Race of Majority Owner ☐ Black American ☐ Hispanic American ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American ☐ Other	Sex of Majority Owner ☐ Female ☐ Male	Age of Firm ☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	Annual Gross Receipts ☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Over \$10 million

☐ Subcontractor				
Firm Name: _____			Certified DBE: ☐ Yes ☐ No Contractor License No. _____	
Firm Address: _____			City: _____	State: _____ Zip: _____
Contact Name: _____			Email Address: _____	Phone: _____
NAICS Code(s)	Race of Majority Owner ☐ Black American ☐ Hispanic American ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American	Sex of Majority Owner ☐ Non-minority Woman ☐ Other	Age of Firm ☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	Annual Gross Receipts ☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Over \$10 million

Please copy page if you need to add more subcontractors.

**CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE
CONSTRUCTION PROJECTS**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States;
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 U.S.C. § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

*****ADDED PER ADDENDUM NO. 1*****

- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

*****ADDED PER ADDENDUM NO. 1*****

Type 4 Waiver (Unreasonable Costs) – Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 U.S.C. § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Signature:	<u>Robert McIntosh</u>	Firm Name:	<u>Maxwell Asphalt, Inc.</u>
Print Name:	<u>Robert McIntosh</u>	Date:	<u>03/10/2026</u>
Title:	<u>Contracts Admin.</u>		

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate of Offeror/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

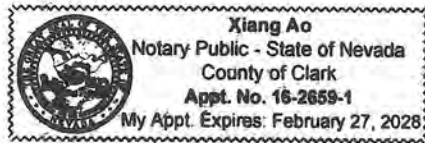
This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

ACKNOWLEDGEMENT

STATE OF NEVADA
COUNTY OF CLARK
On this 10 day of March, 2026 before me, the undersigned, Notary Public in and for the County and State aforesaid, personally appeared Robert McIntosh to me know to be the identical person who signed the name of the Maker thereof to the within and foregoing affidavit as its authorized agent and acknowledged and swore to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of said Bidder for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

(SEAL)




Notary Public

My Commission Expires: Feb. 27, 2028

My Commission Number: 16-2659-1

NON-COLLUSION AFFIDAVIT

I certify that this bid is genuine and is not in any way collusive or sham; that the bid is not with the intent to restrict or prohibit competition; that this firm has not revealed the contents of the bid to, or in any way colluded with, any other firm which may compete for the contract; and that no other firm which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, this firm.

Name of Firm Submitting Bid: Maxwell Asphalt, Inc.

Address: 650 South Delong Street

Salt Lake City, UT. 84104

Telephone Number: (801) 972-2097


Authorized Signature

BIDDER acknowledges receipt of the following ADDENDUM:

#1

The submission of a BID will constitute an incontrovertible representation by the BIDDER that he is familiar with conditions of the site as well as with the work required.

BIDDER agrees to perform all the work described in the Project Documents for unit prices or lump sum as shown on the BID SCHEDULE. The Bidder further agrees that no Bid may either be changed or withdrawn without consent of the Owner for the period stated in Section 17 of the Instructions to Bidders.

The undersigned Bidder hereby agrees to be ready and to appear at the office of the City Engineer/Director of Public Works & Utilities to execute the attached Agreement in conformity with this Bid and also to have ready and furnish the required Proofs of Insurance and Bonds, executed by a Surety Company acceptable to the Owner's Attorney at any time within fifteen (15) days from the date of a Notice of Award, mailed to the address hereinafter given.

Enclosed herewith is a Bid Security as defined in the attached Instructions to Bidders in the amount of 5% of Total Bid, which Bid Security the undersigned Bidder agrees is to be paid to and become the property of the Owner as liquidated damages and not as a penalty, for the delay and extra work caused hereby, should the Bidder prevent an award as defined in the Instructions to Bidders, or should the Proposal be accepted and Contract awarded him and he fails to enter into Agreement in the form prescribed and to furnish the required proofs of insurance and bonds within fifteen (15) days as stipulated.

SIGNATURE OF BIDDER

Dated at L.V. this 10 day of March

IF AN INDIVIDUAL:

Name: _____

By: _____
(Signature of Individual)

Doing Business as: _____

Business Address: _____

Telephone Number: _____

IF A CORPORATION:

Corporation Name: Maxwell Asphalt, Inc.

By: Robert McIntosh
(Authorized Signature)

Name and Title: Robert McIntosh - Contract Admin.

Business Address: 650 South Delong Street (CORPORATE SEAL)

Salt Lake City, UT. 84104

Telephone Number: 801-972-2097

ATTEST:

By: Steve Maxwell
(Authorized Signature)

Name and Title: Steve Maxwell - Pres.

IF A JOINT VENTURE:

Joint Venture Name: _____

By: _____

(Authorized Signature)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Joint Venture Name: _____

By: _____

(Authorized Signature)

Name and Title: _____

Business Address: _____

Telephone Number: _____



Document A310™ - 2010

CONTRACTOR:
(Name, legal status and address)
Maxwell Asphalt, Inc.
P.O. Box 585
Bountiful, UT 84011

SURETY:
(Name, legal status and principal place of business)
United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of Total Amount Bid

PROJECT:
(Name, location or address and project number, if any)
Independence Municipal Airport, KDOT Project No. AV-2026-23

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of March, 2026

Robert McIntosh
(Witness)

Jessica Pearson
(Witness)

Maxwell Asphalt, Inc.
(Principal) Steve Maxwell (Seal)
(Title)

United States Fire Insurance Company
(Surety) Alan W. Lord (Seal)
(Title) Alan W. Lord Attorney-In-Fact



Init.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

12520

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Alan W. Lord, Sam W. Clark, Douglas S. Roskelley, Hilary Baillargeon, Samuel Christopher Clark, Doris Martin, Michael Murphy,
Leslie Parke, Jessica Pearson

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 10th day of March 20 26.

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

LIST OF AVAILABLE EQUIPMENT

Quantity	Year	Make	Description
1	2009	Peterbilt	Distributor Truck with Bearcat Distribution System
1	2022	Kenworth	Distributor Truck with Bearcat Distribution System
1	2015	Kenworth	Truck Mounted Striper
1	2007	La France	Stripe Hog Waterblasting Truck
1	2016	Freightliner	Stripe Hog Waterblasting Truck
1	2006	International	Roll Off Bin Truck
1	2015	International	Tymco Sweeper Truck
	1999	Freightliner	Water Truck 2000 gallon
2			Graco Grindlazers - HP DC1021 DCS - Grinders
1	2018	Dodge	3500 Flat Bed Utility Trucks
2	2023	Dodge	3500 Flat Bed Utility Trucks
2	2022	Dodge	5500 Flat Bed Utility Trucks
1	2006	Genie	5K Forklift
3		BearCat	Crack Seal Kettles
3		Marathon	Mastic Kettles
1		NAC	Dynamic Friction Tester (fully rebuilt 2020)
1		RV SM2T	Retroreflectometer
2		Hali-Brite	Lighted X's
6		Grayco	2 gun Line Driver Stripers with computer controlled bead dispensers
1		Grayco	3 gun Line Driver Striper with computer controlled bead dispenser
1			Thermoplastic Melter - AutoIR - G4 Infrared Heater
3		Ingersoll Rand	Air Compressors
6		Marathon	Walk behind routers
4		Hurricane	Ride on Blowers
1			Silicone Sealant Machine

Maxwell Asphalt Statement of Qualifications 2023

Bluff Airport	\$ 102,986.00
Brigham City Airport	\$ 192,834.44
Chamberlain Airport	\$ 140,190.20
Colorado Air and Space Port	\$ 324,455.00
Fallon Navel Air Station	\$ 587,065.00
Grand Junction Seal Coat	\$ 23,113.00
Grant County Airport	\$ 596,276.46
Grant County Airport Apron	\$ 261,639.90
Half Moon Bay Airport	\$ 481,846.00
Humboldt Airport	\$ 153,905.40
Los Alamos	\$ 52,402.67
Mesa Del Rey Airport	\$ 129,667.10
Montrose Airport	\$ 78,134.00
Nevada County Airport	\$ 220,568.95
Pagosa Springs Airport	\$ 30,618.75
Prescott Airport	\$ 438,341.75
Prescott Hangars	\$ 227,588.25
Rexburg Airport	\$ 10,856.60
Roswell	\$ 757,937.26
San Carlos Airport	\$ 151,553.20
Seligman Airport, AZ	\$ 57,232.00
Shafter Airport	\$ 134,487.50
South Padre Island Airport	\$ 404,056.25
Twin Bridges Airport	\$ 168,111.75
Vernal Airport	\$ 172,054.72
Walla Walla Airport	\$ 501,093.00

TOTAL

\$ 6,399,015.15

Maxwell Asphalt, Inc.
(An S Corporation)
Reviewed Financial Statements
December 31, 2024 (Restated) and 2023

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Independent Accountant's Review Report

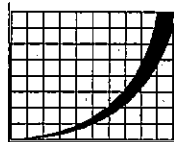
Financial Statements

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SAVAGE ESPLIN & RADMALL, PC

▪ *Certified Public Accountants* ▪

Independent Accountant's Review Report

To the Board of Directors:
Maxwell Asphalt, Inc

We have reviewed the accompanying financial statements of Maxwell Asphalt, Inc (an S corporation), which comprise the balance sheets as of December 31, 2024 (restated) and 2023, and the related statements of income and retained earnings and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Maxwell Asphalt, Inc and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in the accompanying Supplement Schedules of Contracts is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have not audited or reviewed such information and, accordingly, we do not express an opinion, a conclusion, or provide any assurance on it.

Savage Esplin & Radmall, PC

SAVAGE ESPLIN & RADMALL, PC
July 31, 2025

Maxwell Asphalt, Inc.
Balance Sheets
December 31, 2024 (Restated) and 2023

Page 1

	2024 (Restated)	2023
ASSETS		
<i><u>Current Assets</u></i>		
Cash and cash equivalents	\$ 182,045	\$ 306,973
Accounts receivable	2,186,873	1,746,354
Prepaid expenses	228,527	189,552
Inventories	159,457	274,678
Employee advances	0	8,988
Deposits	0	5,000
Total Current Assets	<u>2,756,902</u>	<u>2,531,545</u>
<i><u>Property and Equipment</u></i>		
Machinery and equipment	2,960,055	2,812,886
Vehicles	2,092,219	1,305,056
Accumulated depreciation	<u>(2,889,737)</u>	<u>(2,597,680)</u>
Total Property and Equipment, net	<u>2,162,537</u>	<u>1,520,262</u>
TOTAL ASSETS	<u><u>\$ 4,919,439</u></u>	<u><u>\$ 4,051,807</u></u>
LIABILITIES & STOCKHOLDERS' EQUITY		
<i><u>Current Liabilities</u></i>		
Accounts payable	\$ 824,894	\$ 205,868
Credit cards payable	185,824	73,538
Accrued liabilities	17,620	0
Lines of credit	195,126	826,336
Due to stockholder	73,875	6,177
Current portion, long-term debt	305,303	340,183
Total Current Liabilities	<u>1,602,642</u>	<u>1,452,102</u>
<i><u>Long Term Liabilities</u></i>		
Long-term debt, less current portion	<u>922,219</u>	<u>570,968</u>
Total Liabilities	2,524,861	2,023,070
<i><u>Stockholders' Equity</u></i>		
Common stock, \$1 par value (50,000 shares authorized: 2,000 shares issued and outstanding)	2,000	2,000
Additional paid-in capital	39,195	39,195
Retained earnings	2,353,383	1,987,542
Total Stockholders' Equity	<u>2,394,578</u>	<u>2,028,737</u>
TOTAL LIABILITIES & STOCKHOLDERS' EQUITY	<u><u>\$ 4,919,439</u></u>	<u><u>\$ 4,051,807</u></u>

See accompanying notes and independent accountant's review report

Maxwell Asphalt, Inc.

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Statements of Income and Retained Earnings
For the Years Ended December 31, 2024 (Restated) and 2023

	2024 (Restated)	2023
<u>Revenue</u>		
Sales	\$ 8,463,483	\$ 7,086,683
<u>Cost of Sales</u>		
Product cost	2,652,392	2,542,162
Direct labor	1,299,203	1,170,377
Subcontractors	788,636	582,135
Trucking/freight	165,713	199,701
Equipment rental	87,067	50,318
Total Cost of Sales	<u>4,993,011</u>	<u>4,544,693</u>
Gross Margin	3,470,472	2,541,990
<u>Operating Expenses</u>		
Travel, fuel, and auto	658,349	462,766
Insurance	565,235	559,716
Salaries and wages	361,068	333,727
Depreciation	348,115	391,364
Other operating expenses	307,072	261,025
Repairs and maintenance	117,342	120,287
Supplies	89,206	112,525
Rents	59,481	28,800
Total Operating Expenses	<u>2,505,868</u>	<u>2,270,210</u>
Net Income from Operations	964,604	271,780
<u>Other Income</u>		
Gain on sale of assets	27,000	25,916
Total Other Income	<u>27,000</u>	<u>25,916</u>
<u>Other Expense</u>		
Interest expense	155,165	125,489
Total Other Expense	<u>155,165</u>	<u>125,489</u>
Net Income	\$ 836,439	\$ 172,207
Retained earnings, beginning	1,987,542	2,210,011
Shareholder dividends	<u>(470,598)</u>	<u>(394,676)</u>
Retained Earnings, Ending	<u><u>\$ 2,353,383</u></u>	<u><u>\$ 1,987,542</u></u>

See accompanying notes and independent accountant's review report

Maxwell Asphalt, Inc.

Page 3

Statements of Cash Flows**For the Years Ended December 31, 2024 (Restated) and 2023**

	2024 (Restated)	2023
Cash Flows from Operating Activities		
Net Income	\$ 836,439	\$ 172,207
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation	348,115	391,364
(Gain)/Loss on sale of assets	(27,000)	(25,916)
(Increase) decrease in:		
Accounts receivable	(440,519)	1,075,885
Prepaid expenses	(38,975)	(162,756)
Inventories	115,221	(50,214)
Employee Advance	8,988	(2,466)
Deposits	5,000	(5,000)
Increase (decrease) in:		
Accounts payable	619,026	(577,281)
Credit card liabilities	112,286	49,526
Accrued liabilities	17,620	0
Due to Stockholder	67,699	3,708
Net Cash Provided by Operating Activities	<u>1,623,900</u>	<u>869,057</u>
Cash Flows from Investing Activities		
Proceeds from the sale of assets	6,500	30,000
Purchases of property and equipment	(613,326)	(117,375)
Net Cash (Used) by Investing Activities	<u>(606,826)</u>	<u>(87,375)</u>
Cash Flows from Financing Activities		
Loan and line of credit proceeds received	1,319,326	711,000
Principal payments on lines of credit and long-term debt	(1,990,730)	(1,137,972)
Shareholder dividends	(470,598)	(394,676)
Net Cash Provided/(Used) by Financing Activities	<u>(1,142,002)</u>	<u>(821,648)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(124,928)	(39,966)
Cash and Cash Equivalents, Beginning of Year	<u>306,973</u>	<u>346,939</u>
Cash and Cash Equivalents, End of Year	<u><u>\$ 182,045</u></u>	<u><u>\$ 306,973</u></u>

See accompanying notes and independent accountant's review report

KEY PERSONNEL EXPERIENCE

Dale Maxwell is one of the owners and Secretary of Maxwell Asphalt, Inc. His 40 plus years of experience in asphalt maintenance includes estimating, developing new processes, crack seal, joint seal, patching and paving, various paver friction testing, paint and rubber removal, thermo marking application and striping - specializing in FAA requirements sealants, and layout of airport markings. He is an experienced CDL driver and equipment operator. He supervises the contracts and bid process and specializes in scheduling company crews to complete various concurrent projects.

Steve Maxwell is one of the owners and President of Maxwell Asphalt, Inc. His 35 plus years of experience in asphalt maintenance includes estimating, developing new processes and specialized equipment, crack seal, joint seal, patching and paving, various pavement sealants, friction testing, paint and rubber removal, thermo marking application and striping specializing in FAA requirements and layout of airport markings. He is also an experienced CDL driver and equipment operator. He oversees all projects and specializes in organizing crews, working with onsite supervisors and ordering and delivering materials for each specific project.

Stuart Nunn has 25 plus years experience in construction and has an electrical engineering degree. Since 2011 Stuart has overseen all airport markings for Maxwell Asphalt. He specializes in FAA requirements and the layout of airport markings. He assures that the detailed striping for the project meets specification requirements and expectations of the owner and resident onsite engineer of all projects.

Jorge Valles has over 20 years experience in asphalt maintenance, including crack seal, joint seal and pavement marking. He specializes in operation of crack seal application and pavement marking equipment and in the layout of pavement markings. He is knowledgeable of FAA stringent regulations and requirements and experienced in assisting airport personnel, onsite engineer representatives and working with manufacturers representatives to ensure that all applications meet the required specifications. He is experienced in the strict FAA requirements when working on airfields.

Mark Carlson is our seal coat supervisor and has over 30 years of experience driving distributor trucks and applying seal coat materials. His main responsibility for Maxwell Asphalt is overseeing all seal coat applications. He is a seasoned licensed CDL driver and works with project owners, onsite engineer representatives and manufacturers to ensure that the application of seal coat materials meets all specified requirements. He is experienced in the strict FAA requirements when working on airfields.

Spencer May is our driver for our Peterbilt/Bearcat Distributer and Kenworth/Bearcat Distributer Trucks and has over 10 years experience as a CDL Driver. He has over 8 years experience in seal coat applications. He is also our operator for the NAC Dynamic Friction Tester with 6 years experience. He is experienced in assisting airport personnel, onsite engineer representatives and working with manufacturers representatives in determining the friction values to meet contract specifications. He is experienced in the strict FAA requirements when working on airfields.

Mark Petersen is a licensed general contractor with over 45 years experience and has worked with Maxwell Asphalt as a project supervisor for 13 years. He has experience in all facets of construction. He works with onsite engineers and sub contractors to ensure that all materials and construction methods meet the stringent FAA requirements and that airport closures are kept to a minimum.

Ty Robins is our crack seal supervisor. He has over 12 years experience in crack seal applications. He is experienced in assisting airport personnel, onsite engineer representatives and working with manufacturers in securing the best crackseal application and meeting the required specifications. He is a CDL driver and has experience supervising crews to assist other teams with other various processes and applications. He has over 10 years working on airport projects and is experienced in the strict FAA requirements when working on airfields.

TOTAL PROJECT BUDGET

INDEPENDENCE MUNICIPAL AIRPORT (IDP) INDEPENDENCE, KANSAS

KDOT PROJECT NO. AV-2026-23

BASE BID

CRACK SEAL AND RE-MARK ASPHALT APRON PAVEMENT

ADD ALTERNATE NO. 2

APPLY EMULSIFIED ASPHALT SEAL COAT SURFACE TREATMENT

February 4, 2026

AVAILABLE PROJECT FUNDING

KDOT Grant AV-2026-23 (90%) (NTE \$756,000)	\$	756,000
Local Matching Funds for Grant AV-2026-23 (10%)	\$	84,000
Grant AV-2026-23 Total Funding	\$	840,000
TOTAL PROJECT FUNDING	\$	840,000

ESTIMATED FUNDING SHORTFALL:	N/A
TOTAL PROJECT COST:	\$ 636,000
TOTAL CITY SHARE:	\$ 63,600
TOTAL KDOT SHARE:	\$ 572,400

PROJECT COSTS

	Local Cost (10%)	KDOT Cost (90%)	Total Cost
<u>Administrative</u>			
Legal & Advertising (Est.)	\$ 78.00	\$ 702.00	\$ 780.00
Subtotal	\$ 78.00	\$ 702.00	\$ 780.00
<u>Engineering</u>			
Basic Services	\$ 7,300.00	\$ 65,700.00	\$ 73,000.00
Special Services	\$ 700.00	\$ 6,300.00	\$ 7,000.00
Construction Services (Est.)	\$ 11,500.00	\$ 103,500.00	\$ 115,000.00
Subtotal	\$ 19,500.00	\$ 175,500.00	\$ 195,000.00
<u>Construction</u>			
Construction Costs (Base Bid) (Maxwell Asphalt)	\$ 29,762.00	\$ 267,858.00	\$ 297,620.00
Construction Costs (Add Alternate No. 2) (Maxwell Asphalt)	\$ 14,260.00	\$ 128,340.00	\$ 142,600.00
Subtotal	\$ 44,022.00	\$ 396,198.00	\$ 440,220.00
TOTAL PROJECT COSTS (EST.)	\$ 63,600	\$ 572,400	\$ 636,000



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2026**

Department Airport

Director Approval John Garris

AGENDA ITEM Consider approving two ordinances related to leasing of hangars at the Airport.

SUMMARY RECOMMENDATION Approve ordinances.

BACKGROUND The City rents hangars at Independence Municipal Airport. During the last review of contracts, it was noted that there was no ordinance associated with renting these hangars nor with establishing their rates. Attached are two ordinances: one that establishes the authority to rent the hangars and one that adds the hangar rental rates to Appendix D.

FINANCIAL INFORMATION As these hangars are all rented at the noted rate, which has been in effect since June 1, 2023, there will be no financial impact on the City.

SUGGESTED MOTION I move to approve Ordinance No. 4502 authorizing rental of Airport Hangars and Ordinance No. 4503 amending Appendix D to add the hangar rental rates.

SUPPORTING DOCUMENTS

1. Ordinance 4502 - ORDINANCE AUTHORIZING RENTAL OF AIR PORT HANGERS
2. Ordinance 4503 - ORDINANCE AIR PORT HANGERS #2 Amending D

ORDINANCE NO. 4502

AN ORDINANCE AUTHORIZING RENTAL OF AIRPORT HANGARS

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

Section 1. The City is hereby authorized to rent hangars at the Independence Municipal Airport.

Section 2. There are two types of hangers at the Independence Municipal Airport: large hangars and “T” hangars.

Section 3. The amount of rent to be charged on a monthly basis for rental of hangars at the Independence Municipal Airport shall be set forth in Appendix D.

Section 4. This ordinance shall take effect upon its publication in the official City newspaper.

Adopted by the governing body of the City of Independence, Kansas on the 26th day of March, 2026.

Dean Hayse, Mayor

ATTEST:

David Schwenker, City Clerk

ORDINANCE NO. 4503
**AN ORDINANCE AMENDING APPENDIX D TO ADD RENTAL RATES FOR
HANGARS AT THE INDEPENDENCE MUNICIPAL AIRPORT**

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

Section 1. Appendix D is hereby amended to add a new category for rental rates of hangars at the Independence Municipal Airport.

Section 2. The rental rates for hangars at the Independence Municipal Airport are set forth below:

- a. Large Hangars \$265.00 per month
- b. “T” Hangars \$150.00 per month

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

*Adopted by the governing body of the City of Independence, Kansas on the 26th day of
March, 2026.*

Dean Hayse, Mayor

ATTEST:

David Schwenker, City Clerk



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
March 26, 2026**

Department Sanitation

Director Approval John Garris

AGENDA ITEM Consider extending the contract with Resource Recovery, Inc.

SUMMARY RECOMMENDATION Approve contract extension.

BACKGROUND The contract extension with Resource Recovery will expire on March 31, 2026. They have agreed to a contract extension at the same rate, subject to a CPI adjustment in July. This will extend that contract for six months, until September 30, 2026. As Green Environmental Recycling and Disposal, LLC's transfer station is not operational, this provides a continuation of service.

FINANCIAL INFORMATION Resource Recovery has lower prices than Green, so this will positively impact Sanitation costs as long as we are using Resource Recovery.

SUGGESTED MOTION I move to approve the contract extension with Resource Recovery, Inc to September 30, 2026 and for the execution of any necessary documents.

SUPPORTING DOCUMENTS

1. Landfill Extension

Addendum No. 2 to Disposal Agreement

City of Independence, Kansas

Resource Recovery, Inc. d/b/a Resource Recovery Landfill

Effective Upon Execution

Purpose

This Addendum extends the current Disposal Agreement term for an additional six (6) months beyond the existing expiration date of March 31, 2026.

Extended Term

The term of the Agreement is hereby extended from April 1, 2026 through September 30, 2026.

Renewal

All renewal provisions contained in the Agreement and prior Addendum remain in effect. The Agreement will continue to automatically renew for successive six-month terms unless either party provides written notice at least thirty (30) days prior to the expiration of the then-current term.

Rates and Adjustments

- Disposal Rate per Ton: \$47.47
- Hauling Rates: Based on prevailing market conditions.
- Rate Adjustments: Adjustments will continue to be based on the Consumer Price Index (CPI) at the renewal of each term and implemented on the anniversary date of the term.

Continuing Effect

All other Terms and Conditions of the Disposal Agreement dated October 1, 2015, and any prior addenda, remain unchanged and in full force and effect.

Signatures

By: _____ City of Independence, Kansas

Addendum No. 2 to Disposal Agreement

By:  _____ Resource Recovery Landfill

Witness: _____ City Clerk



Report
CITY OF INDEPENDENCE
March 26, 2026

Department Public Works & Utilities

Director Approval

AGENDA ITEM Monthly Public Works and Project Report

BACKGROUND

SUPPORTING DOCUMENTS

1. Project Status 3-2026cc

	Project Title	Project Description/Scope	Approx. Cost (000's)	Grant Portion	Arch. or Eng. Partner	Status	Last Month Progress	Next Month Plan/Issues	Projected Const Start	Projected Compl.
1	SS4A	Safe Streets for All grant.	\$1,605	\$1,605	TBD	Pre-grant.	Approved KDOT contract, awaiting FHWA.	Approved KDOT contract, awaiting FHWA.	TBD	TBD
2	Whiskey Creek	Artificial lake for runoff water impoundment	TBD	TBD	GFT	Conceptual Design.	Requested status from USDA, reviewing KDEM applicability.	Requested status from USDA, KDEM grants are not available.	TBD	TBD
3	Water Distribution Strategic Plan	Review water distribution system for repairs and replacement.	\$50	TBD	EBH	Engineering in progress.	Engineering in progress, first draft of plan.	Revising draft.	3Q26	4Q36
4	Runway 4/22	Mill and overlay Runway 4/22.	\$1,600	\$1,530	Lochner	Design.	Geotechnical investigation started.	Design in progress	2Q26	4Q27
5	Water Plant Next Phase	Water Plant Capital Work Per Master Plan	\$9,500	n/a	PEC	Design.	Review additional alternatives with KDHE, evaluated steel tank for next phase, consider low service scope.	Reviewing additional alternatives with KDHE.	2Q26	4Q29
6	CCLIP Grant - 10th	Reconstruct 10th between Main and Laurel	\$1,700	\$1,500	GFT	Design.	City potholed water lines. Reviewed draft traffic control program.	Awaiting revised draft of traffic control program.	4Q26	3Q27
7	SPCC - Airport	Containment upgrades for fueling	\$150	n/a	GFT	Design.	Documents reviewed, minor changes requested.	Out for bid.	2Q26	3Q26
8	Penn and Chestnut	Rebuild corner to accommodate drainage.	TBD	TBD	GFT	Design complete.	Discussing funding.	Discussing funding.	2Q26	3Q26
9	Dam Review And Repair	Design dam diversion structure and bid required repairs.	\$750	n/a	WRS	Design/Inspection.	Bid put on hold. Review proposal from Ballard for inspection of dam structure without construction of cofferdams.	Engineering firm planning further inspection.	3Q26	1Q27
10	KAIP - Apron Rehab	Apron rehab near Textron operations.	\$636	\$572	Lochner	Pre-award.	Requesting Commission permission to bid.	Requesting Commission permission to award project.	2Q26	3Q26
11	Transp. Alt. Grant	8' sidewalk to Wal-Mart and Labette	\$1,350	\$980	GFT	Pre-construction.	Award paperwork returned to KDOT.	Await precon. Project scheduled to start in July.	3Q26	4Q26
12	KDHE Wastewater Loan	New sewer lines around 1st and Birch and around the Westminster area.	\$3,000	TBD	GFT	In construction.	Project started.	Project ongoing.	1Q26	3Q26
13	Memorial Hall HVAC	Cooling system replacement at Memorial Hall.	\$500	TBD	LSA	In construction.	Construction in progress.	Construction in progress.	4Q25	2Q26
14	Enterprise Drive	Buildout of street, utilities	\$1,700	\$1,300	GFT	In construction.	Schedule work, waiting on AT&T. Set up "re" precon with Graham	Schedule work, waiting on AT&T. Set up "re" precon with Graham	1Q22	2Q26
15	Big Straw	Water pipeline to Bartlett.	\$11,000	All (via Bartlett)	EBH	In construction.	Construction started, pump station delivered and set, water tower early March.	Pump station commissioning started, water tower in place, working on controls and SCADA integration.	4Q23	2Q26
16	Waterline/Meter Project	New Water Meters, Replace Some Water Main	\$3,600	n/a	PEC	In construction.	Meters(all but 5) installed, substantially complete, working data issues.	Meters(all but 5) installed, substantially complete, working data issues.	1Q24	3Q25
17	Beech St. Culvert	Culvert replacement at Beech St.	\$115	TBD	GFT	In construction.	Construction in progress.	Road re-opened.	4Q25	1Q26
18	Rainbow Sanitary	New sanitary sewer section at Rainbow Drive.	\$150	n/a	GFT	In construction.	Construction in progress.	Clean up of construction site.	4Q25	1Q26
A	2026 ADA	ADA work at various locations.	TBD	TBD	GFT	Developing.	Evaluating engineering proposal.	Evaluating engineering proposal.	2Q26	3Q26
B	Airport Signs	Replace various directional signs at the airport.	\$1,600	\$1,530	Lochner	Developing.	Application submitted.	Application submitted.	TBD	TBD

Green shade denotes changed/new information from last month.