

INDEPENDENCE CITY COMMISSION

REGULAR SESSION AGENDA

May 14, 2026

5:30 PM

Commission Room City Hall

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

The Agenda shall be as follows:

I. REGULAR SESSION

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

II. APPOINTMENTS

- A. Consider appointing two new members to a 1st term on the Library District Board of Trustees expiring on May 1, 2030.

III. PRESENTATIONS

- A. Introduction and swearing-in of the Independence Police Department's new Assistant Chief of Police, Jimmy Holt.
- B. Presentation from Four County Mental Health on programs that utilize the City's Special Alcohol Funds.

IV. CONSENT AGENDA

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

- A. Consider approving the minutes of the regular and special meetings on April 9, 15, 23, and 29.
- B. Consider authorizing bidding for the 2026 Street Marking project.
- C. Consider authorizing the Mayor to sign a 90-Day Bid-Time Extension Request for the CDBG project at Riverside Park.
- D. Consider authorizing a Greenbush Energy Group Participation Agreement and Fixed Price Authorization for natural gas procurement for Memorial Hall.

V. PUBLIC HEARING

- A. Public Hearing to consider an Ordinance for a Reinvestment Housing investment District for 201 North Penn Avenue.
- B. Public hearing to consider a resolution of the intent to issue industrial revenue bonds with the provision of a tax abatement for property located at 201 N. Penn Ave.
- C. Public Hearing to consider condemnation of 1104 W. Chestnut Street as dangerous and unsafe.

VI. ITEMS FOR COMMISSION ACTION

- A. Consider proclaiming May 10th - 16th as Police Week.
- B. Consider proclaiming May 17th - 23rd as EMS Week.

- C. Consider authorizing applying for Kansas EV Charging Infrastructure Funding from the Kansas Department of Transportation (KDOT).
- D. Consider cosponsoring the Biking Across Kansas event on June 11–12, 2026, authorizing the use of Memorial Hall, blocking the 200 block of North Penn, authorizing food trucks to set up downtown and at Memorial Hall, and waiving the sign regulations regarding event-related signs in the City rights-of-way during the event.
- E. Consider approving a Downtown Independence Building Grant for 201 West Main, Booth Residences LLC.

VII. REPORTS

- A. City Board Minutes

VIII. CITY MANAGER’S COMMENTS

IX. COMMISSIONERS’ COMMENTS

X. PUBLIC CONCERNS

XI. EXECUTIVE SESSION

- A. Consultation with an attorney on matters that would be deemed privileged in an attorney-client relationship.
- B. Discussions prior to acquisition of real estate.

XII. POSSIBLE ACTION AFTER EXECUTIVE SESSION

- A. Consider authorizing the acquisition of property pending City Attorney approval.

XIII. ADJOURNMENT



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 14, 2026**

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider appointing two new members to a 1st term on the Library District Board of Trustees expiring on May 1, 2030.

SUMMARY RECOMMENDATION Staff recommends approval of the Mayor’s appointments to the Library District Board of Trustees for first terms effective May 1, 2026 and expiring May 1, 2030.

BACKGROUND Two terms expired on May 1, 2026 on the Library District Board of Trustees. Michelle Avery has served two full terms and is not eligible for reappointment under the City’s term limitation policy. Andy Taylor is eligible for reappointment; however, he has advised that he does not wish to be reappointed. The City wishes to thank both Michelle and Andy for their service to the Library Board.

The City accepted applications for the Library District Board of Trustees with an application deadline of May 4, 2026. Four applications were received by the deadline. Under the Independence Area Library District Act, the Library Board consists of seven members. Four members are appointed by the Governing Body of the City of Independence and must be residents of the City. Two members are appointed by the USD 446 Board of Education and must reside within the library district but outside the Independence city limits. One member is appointed by the governing body of the City of Elk City. The following applications were received:

Applicant	Date Received	City Limits	Summary
Ian Cizerle-Brown	April 2, 2026	Yes	Has completed Kansas Leadership Center training and Leadership Independence. Serves in a supervisor role at Four County Mental Health Center, serves on work committees, and serves on the Rural and Frontier Subcommittee under the Governor’s Behavioral Health Council.
Debbie Dye	April 16, 2026	Yes	Has served as City Council PTA President and on the USD 446 School Board. Her background also includes Tri-County Board programs, City Rec Board programs, cheerleading coach, substitute teaching for USD 446, tutoring, Neewollah volunteering, church and community volunteering, and Girl Scouts. She expressed interest in supporting the Library as an important community resource, especially for youth.
Madison Henderson	April 17, 2026	Yes	Works in Financial Aid at Coffeyville Community College, where she supports students, navigates compliance requirements, maintains confidentiality, and works with institutional regulations. She expressed interest in supporting accessibility, responsible stewardship, and community-focused decision-making.
Pat Alexander	April 29, 2026	Yes	Worked in the Independence Middle School Library for six years, is an avid reader, and has used the Independence Public Library for more than 60 years. She expressed interest in helping the Library continue serving the community.

Below is the current makeup of the Independence Library Board:

INDEPENDENCE LIBRARY DISTRICT BOARD OF TRUSTEES			
4 year terms -- 7 members			
Members	Term	Expires	Appointed
Lauri Henisey	1st term	May 1, 2029	07/10/2025
Michelle Avery President	2nd term	May 1, 2026	4/26/2018
Carolyn Torrance	1st term*	May 1, 2029	Appointed 11/10/2022 Replaced Bill Kelly
Andy Taylor	Unexpired	May 1, 2026	4/27/2023
Ronald Schwatken Secretary	2nd term USD 446 Rep	May 1, 2029	7/13/2020
Vacant	Unexpired Elk City Rep	May 1, 2023	
England Porter	1st term* USD 446 Rep	May 1, 2029	
* Previously served unexpired term			
Meeting Place: Centennial Room, Library _____ Meeting Date: Third Wednesday Meeting time: 4:15 p.m.			

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to appointment _____ and _____ to first terms on the Library District Board of Trustees effective May 1, 2026 and expiring on May 1, 2030.

SUPPORTING DOCUMENTS

1. Library-Cizerle-BrownIan-Received04022026_Redacted
2. Library-DyeDebbie-Received04162026_Redacted
3. Library-HendersonMadison-Received04172026_Redacted
4. Library-AlexanderPat-Received04292026_Redacted
5. Independence area library district act
6. RES 2011-57, TERM LIMITATIONS

Online Form Submittal: Board Application


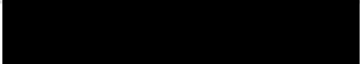
From noreply@civicplus.com <noreply@civicplus.com>

Date Thu 4/2/2026 6:09 AM

To Kelly Passauer <kellyp@independences.gov>

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.

Board Application

Board Applying For:	Independence Public Library
Name	Ian Cizerle-Brown
Date	4/2/2026
Address	2724 Fairway Drive
Email Address	
Phone Number	
Educational Background:	
High School Name and Location	St. Mary's Colgan High School, Pittsburg, KS
Graduated/Degree	Graduated
College Name and Location	Pittsburg State University
Graduated/Degree	Master of Science
Major	Psychology
Other Education Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Emphasis	<i>Field not completed.</i>
Do you reside inside the corporate limits of the City of	Yes

Independence?

If no, do you reside within 3 miles of the corporate limits of the City of Independence? No

What experiences have you had that you feel would assist you as a board member? I have completed trainings through Kansas Leadership Center and have completed Leadership Independence. I am also in a supervisor role at my job at Four County Mental Health Center, along with being on work committees. I also serve on the Rural and Frontier Subcommittee under the Governor's Behavioral Health Council.

Why do you want to become a member of the board? I am passionate about leadership, and feel that everyone should exercise their voice in important issues. I also love the library. It is a fantastic institution that provides so much to the community, and I would like to be a part of that mission.

Do you feel that there are any issues needing immediate attention by the board? If so, please explain. I know of no issues at the time, other than continuing to keep the library performing as excellently as it has been running.

Other comments: Thank you for your consideration of my application to the IPL Board.

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Board Application


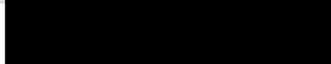
From noreply@civicplus.com <noreply@civicplus.com>

Date Thu 4/16/2026 2:07 PM

To Kelly Passauer <kellyp@independences.gov>

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.

Board Application

Board Applying For:	Library Trustee
Name	Debbie Dye
Date	4/16/2026
Address	1021 North 4th Street
Email Address	
Phone Number	
Educational Background:	
High School Name and Location	IHS
Graduated/Degree	HS
College Name and Location	ICC
Graduated/Degree	<i>Field not completed.</i>
Major	<i>Field not completed.</i>
Other Education Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Emphasis	<i>Field not completed.</i>
Do you reside inside the corporate limits of the City of	Yes

Independence?

If no, do you reside within 3 miles of the corporate limits of the City of Independence? *Field not completed.*

What experiences have you had that you feel would assist you as a board member? City Council PTA President
USD 446 School Board
Tri-County Board-multiple programs
City Rec Board-multiple programs
Cheerleading coach
Teacher sub 446
Tutoring
Neewollah volunteering
Community and Church volunteering
Girl Scout leader

Why do you want to become a member of the board? I love to support our community, and the library is an integral part of that.
Growing up, the library was a great resource for me. I love sharing that experience with kids.

Do you feel that there are any issues needing immediate attention by the board? If so, please explain. No imminent issues, just to keep building and improving on the great programs already in place.
I would like to be part of the library's future, for the benefit of adults, but most especially for our youth.

Other comments: *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Board Application

From noreply@civicplus.com <noreply@civicplus.com>

Date Fri 4/17/2026 1:15 PM

To Kelly Passauer <kellyp@independencesks.gov>

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.

Board Application

Board Applying For:	Library Board
Name	Madison Henderson
Date	4/17/2026
Address	219 S Penn Ave Independence KS
Email Address	[REDACTED]
Phone Number	[REDACTED]
Educational Background:	
High School Name and Location	Independence High School
Graduated/Degree	Diploma
College Name and Location	State Fair Community College
Graduated/Degree	Associates Degree
Major	Business Administration
Other Education Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Emphasis	<i>Field not completed.</i>
Do you reside inside the corporate limits of the City of	Yes

Independence?

If no, do you reside within 3 miles of the corporate limits of the City of Independence?

Field not completed.

What experiences have you had that you feel would assist you as a board member?

In my current role in Financial Aid at Coffeyville Community College, I work closely with a diverse population of students who rely on accessible resources and strong support systems to achieve their educational goals. Through this work, I have developed a clear understanding of the barriers many individuals face, particularly related to limited access to technology, information, and financial resources. My position also requires a high level of responsibility, attention to detail, and strict adherence to federal and institutional regulations. I am experienced in navigating complex policies, ensuring compliance, and maintaining confidentiality while serving students effectively. These skills translate directly to the oversight and governance responsibilities expected of a Board of Trustees member. Overall, my professional experience has equipped me with the skills and perspective necessary to contribute meaningfully to the library board, particularly in supporting accessibility, responsible stewardship, and community-focused decision-making.

Why do you want to become a member of the board?

As an Independence native, I have a deep appreciation for how important our local library is to the community. I have seen firsthand the impact it has through its wide range of educational resources, food and garden programs, and the many classes and events it provides. These offerings not only support learning but also bring people together in meaningful ways. I regularly attend events such as Ladies Night. Through these experiences, I have stayed engaged with what the library is offering and have enjoyed learning more about its programs and outreach efforts. This consistent involvement has given me a strong understanding of how the library serves our community and how valued it is by residents. Because of this connection, I would welcome the opportunity to become more involved by serving on the Board of Trustees. I am motivated to contribute my perspective as both a community member and a professional, and to support the continued growth and success of a resource that plays such an important role in Independence.

Do you feel that there are any issues needing immediate attention by the board? If so, please explain.

I am not aware of any current issues that need attention by the board.

Other comments:

Thank you for considering my application. I appreciate your time and thoughtful review, and I look forward to the opportunity

to potentially serve on the Board of Trustees and support the continued success of our local library.

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Board Application

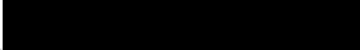

From noreply@civicplus.com <noreply@civicplus.com>

Date Wed 4/29/2026 3:01 PM

To Kelly Passauer <kellyp@independences.gov>

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.

Board Application

Board Applying For:	Public Library Board
Name	Pat Alexander
Date	4/29/2026
Address	206West Hickory , Independence, Ks 67301
Email Address	
Phone Number	
Educational Background:	
High School Name and Location	Independence High School
Graduated/Degree	1964
College Name and Location	Field not completed.

Graduated/Degree	<i>Field not completed.</i>
Major	<i>Field not completed.</i>
Other Education Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Emphasis	<i>Field not completed.</i>
Do you reside inside the corporate limits of the City of Independence?	Yes
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	<i>Field not completed.</i>
What experiences have you had that you feel would assist you as a board member?	I worked in Independence Middle School Library for six years. I am an avid reader and have used our library for over 60 years.
Why do you want to become a member of the board?	I have always enjoyed the library and would like to be a part of helping it serve our community as much as possible.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	There is always room for improvement when something is providing a service for the people of a community.
Other comments:	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

2025 Kansas Statutes

12-1281. Independence area library district act; definitions. When used in this act and unless otherwise specifically provided therein:

- (a) "Board of education" means the board of education of unified school district no. 446;
- (b) "county" means Montgomery county;
- (c) "city" means the city of Independence, Kansas;
- (d) "library district" means all territory located within the boundaries of unified school district no. 446 and within Montgomery County, Kansas;
- (e) "board" means the library board of trustees appointed pursuant to the provisions of this act;
- (f) "library" means a library which serves the general public and is supported in whole or in part with tax money and shall be called the Independence area public library;
- (g) "governing body" means the governing body of the city of Independence, Kansas or the board of county commissioners of Montgomery county, Kansas; and
- (h) "maintenance and support" means the general and usual cost and expense of operating a library.

History: L. 2002, ch. 68, § 3; July 1.

2025 Kansas Statutes

12-1282. Same; procedure to create district; election; existing contracts and obligations. (a) The board of trustees of the Independence public library may adopt a resolution proposing to create a library district. A copy of such resolution shall be filed with the county election officer who shall call and hold an election thereon. Such election shall be called and held in the manner provided by the general bond law.

(b) If a majority of the qualified electors of the proposed library district on the proposition vote in favor thereof:

(1) A library shall be established and maintained and a library board shall be appointed as provided in this act;

(2) all contracts entered into by the board of directors of the Independence public library shall be binding on the library board appointed pursuant to this act; and

(3) all outstanding bonds, debts and other obligations of the Independence public library shall become an obligation of the Independence area public library except that all bonds and debts relating to the ownership or improvement of the real property in which the Independence public library operates shall remain an obligation of the city of Independence, Kansas.

History: L. 2002, ch. 68, § 4; July 1.

2025 Kansas Statutes

12-1283. Same; library board; terms; expenses. (a) Any library district created pursuant to the provisions of K.S.A. 12-1282, and amendments thereto, shall be governed by a board of trustees. Such board shall consist of seven members. Four members shall be appointed by the governing body of the city of Independence, Kansas and shall be residents of the city. Two members shall be appointed by the board of education. Members appointed by the board of education shall be residents of the library district, who reside outside the corporate limits of the city of Independence but within the boundaries of unified school district no. 446. One member shall be appointed by the governing body of the city of Elk City, Kansas.

(b) Members of the board of directors of the Independence public library serving prior to the election creating the library district shall continue on the board until the expiration of the term for which originally appointed. Such members shall be eligible for reappointment. The board of education shall appoint two members to the library board within 60 days following the election approving the creation of the district. Such members appointed by the board of education and the member appointed by the governing body of the city of Elk City, Kansas shall serve for terms expiring the second April 30 following the date of appointment. Upon expiration of the terms of such members, succeeding members shall be appointed for terms of four years.

(c) Except as provided by this section, members of the library board shall be appointed for terms of four years and until their successors are appointed and qualified. Vacancies on the library board shall be filled by appointment for the unexpired term.

(d) Members of the library board shall receive no compensation but shall be paid their actual and necessary expenses in attending meetings and in carrying out their duties as members of the board.

History: L. 2002, ch. 68, § 5; July 1.

2025 Kansas Statutes

12-1284. Same; library board, powers. The board shall constitute a body corporate and politic, possessing the usual powers of a corporation for public purposes, under the name and style of "the board of trustees of the Independence area public library" and under such name may contract, sue and be sued and acquire, hold and convey personal property in accordance with law.

History: L. 2002, ch. 68, § 6; July 1.

2025 Kansas Statutes

12-1285. Same; library board, organization; treasurer's bond. (a) Each year the members of a library board shall meet and organize by the election of a chairperson, a secretary and a treasurer and such other officers as they may deem necessary. The board shall fix the date and place of its regular meetings and special meetings may be called by the chairperson or upon written request of a majority of the members. Written notice, stating the time and place of any special meeting and the purpose for which called, unless waived, shall be given to each member of the board at least two days in advance of such meeting, and no business other than that stated in the notice shall be transacted at such meeting.

(b) The treasurer of the library board shall give bond, in an amount fixed by the board and approved by the governing body of the city and the board of education, for the safekeeping and due disbursement of all funds that may come into the treasurer's hands. The bond shall be filed with the county clerk. Except where otherwise provided by law, the county treasurer shall pay over to the treasurer of the library board all funds collected for the maintenance of the library, and the treasurer of the library board shall pay out the funds on orders of the board signed by the secretary and chairperson thereof. Such treasurer shall keep an accurate record of all moneys received and disbursed thereby and make a report thereof to the library board monthly, or as often as the board requires.

History: L. 2002, ch. 68, § 7; July 1.

2025 Kansas Statutes

12-1286. Same; use of library; rules and regulations. The library shall be free for the use of the residents of the library district, subject always to such reasonable rules and regulations as the library board may adopt. The library board may exclude from the use of the library any and all persons who shall willfully violate such rules. The library board may extend the use and privilege of such library to nonresidents of the district, charge nonresidents a reasonable fee therefor and make exchanges of books with any other library upon such terms and conditions as the library board may from time to time by its regulations prescribe.

History: L. 2002, ch. 68, § 8; July 1.

2025 Kansas Statutes

12-1287. Same; library board; powers and duties. The library board shall have the power:

- (a) To make and adopt rules and regulations for the administration of the library;
- (b) to lease a site or sites and to lease a building or buildings for the use of the library;
- (c) to acquire by purchase, gift or exchange, books, magazines, papers, printed materials, slides, pictures, films, projection equipment, phonograph records and other material and equipment deemed necessary by the board for the maintenance and extension of modern library service;
- (d) to employ a librarian and such other employees as the board deems necessary and to remove such employees and to fix their compensation;
- (e) to establish and maintain a library or libraries and traveling library service within the district or within any other municipality with which service contract arrangements have been made;
- (f) to contract with other libraries or with the governing body of a municipality for the furnishing of library service to the inhabitants of such municipality to the extent and upon such terms as may be agreed upon, and to contract with any school board to furnish library service to any school library or to use the library facilities of the public school to supplement the facilities of the public library;
- (g) to receive, accept and administer any money appropriated or granted to it by the state or the federal government or any agency or subdivision thereof for the purpose of aiding or providing library service;
- (h) to receive and accept any gift or donation to the library and administer the same in accordance with any provisions thereof. If no provisions are specified, the board shall have the power to hold, invest or reinvest the gift and any dividends, interest, rent or income derived from the gift in the manner the board deems will best serve the interests of the library;
- (i) to receive and accept any grant, gift, donation or appropriated or other funds from the United States government, or its agencies, or any other source whatsoever for the purposes of the library district established under this act;
- (j) to make annual reports to the state librarian and the governing body of the city of Independence and board of education on or before January 31 of each year for the preceding calendar year, showing receipts and disbursements from all funds under its control, and showing such statistical information relating to library materials acquired and on hand, number of library users, library services available, and other information of general interest as the governing body requires; and
- (k) to place money received from sources other than a tax levy for library purposes in a separate fund or funds or in the fund to which the tax levy money is credited unless the grantor or donor directs how and for what purpose the money shall be handled and spent.

History: L. 2002, ch. 68, § 9; July 1.

2025 Kansas Statutes

12-1288. Same; budget; tax levy; financial records, audit. (a) The library board shall prepare an annual budget for the maintenance, support and operation of the library. Prior to the certification of its budget to the board of education, the library board shall meet for the purpose of answering and hearing objections of taxpayers relating to the proposed budget and for the purpose of considering amendments to such proposed budget. The library board shall give at least 10 days' notice of the time and place of the meeting by publication in a weekly or daily newspaper having a general circulation in the taxing district. Such notice shall include the proposed budget and shall set out all essential items in the budget except such groupings as designated by the director of accounts and reports on a special publication form prescribed by the director of accounts and reports and furnished with the regular budget form. The public hearing required to be held herein shall be held not less than 10 days prior to the date on which the library board is required to certify its budget to the board of education. After such hearing the budget shall be adopted or amended and adopted by the library board. In order to provide funds to carry out the provisions of this act, the library board shall annually, not later than August 1 of any year, certify its budget to the board of education which shall levy a tax at a rate of not to exceed 1.2 mills on all the taxable tangible property within the taxing district. Each year a copy of the budget adopted by the library board shall be filed with the clerk of the board of education. A copy of such budget also shall be filed with the county clerk of Montgomery County, Kansas. The board of education shall not be required to levy a tax in excess of the maximum tax levy set by the board of education by current resolution. Whenever the library board determines that the tax currently being levied for the library, as previously established by the board of education, is insufficient to operate the library and the library board desires to increase the mill levy above the current levy, the library board may request that the board of education authorize an increase by adopting a resolution declaring it necessary to increase the annual levy. The board of education may authorize the increase by resolution, but such increase shall not exceed .25 mill per year.

(b) Any resolution adopted under subsection (a) shall state the total amount of the tax to be levied for the library board and shall be published once each week for two consecutive weeks in the official newspaper of the taxing district. Whereupon, such annual levy in an amount not to exceed the amount stated in the resolution may be made for the ensuing budget year and each successive budget year unless a petition requesting an election upon the proposition to increase the tax levy in excess of the current tax levy, signed by at least 5% of the qualified voters of the taxing district, is filed with the county election officer within 30 days following the date of the last publication of the resolution. In the event a valid petition is filed, no such increased levy shall be made without such proposition having been submitted to and having been approved by a majority of the voters of the taxing district voting at an election called and held thereon. All such elections shall be called and held in the manner provided by the general bond law, and the cost of the election shall be borne by the library board. Such taxes shall be levied and collected in like manner as other taxes, which levy the board of education shall certify, on or before August 25 of each year, to the county clerk who is hereby authorized and required to place the same on the tax roll of the county to be collected by the county treasurer and paid over by the county treasurer to the

treasurer of the library board.

(c) The tax levy provided in this section shall not be considered to be a levy of the board of education, the city or county school district under any of the statutes of this state, but shall be in addition to all other levies authorized or limited by law.

(d) At any time after the making of the first tax levy pursuant to this act, the amount of such tax levy may be reduced by a majority of the voters of the taxing district voting at an election called pursuant to a petition signed by at least 10% of the qualified voters residing in the taxing district and conducted in the same manner as that prescribed by subsection (b). If the petition submitted is for the purpose of reducing the mill levy, it shall state the mill levy reduction desired. Upon revocation, all property and money belonging to the library board shall become the property of the city of Independence, Kansas, and the library district shall be dissolved.

(e) All financial records of the library board shall be audited as provided in K.S.A. 75-1122, and amendments thereto, and a copy of such annual audit report shall be filed with the board of education. A copy of such audit also shall be filed with the county clerk of the county in which the library is located. The cost of each audit shall be borne by the library board.

(f) Notwithstanding any other provision of law, upon the date the tax levy provided for in this act takes effect, no tax levy on land within the library district created by this act shall be imposed, required or collected to support a regional system of cooperating libraries.

History: L. 2002, ch. 68, § 10; July 1.

2025 Kansas Statutes

12-1289. Same; citation of act. K.S.A. 12-1281 through 12-1289 shall be known and may be cited as the Independence area library district act.

History: L. 2002, ch. 68, § 11; July 1.

RESOLUTION NO. 2011- 57

A Resolution Repealing Resolution No. 1-77 and Enacting Provisions Concerning Term Limitations of Appointed Board Members

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

Section 1. Repeal

Resolution No. 1-77 adopted by the Governing Body of the City of Independence on January 12, 1977 restricting term limitations to appointed boards, agencies, commissions and committees is hereby repealed and set aside.

Section 2. Purpose

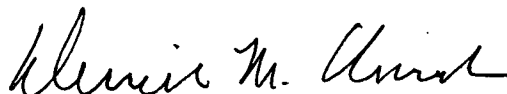
The City of Independence has numerous boards, agencies, commissions and committees in existence, the members of which are not salaried or compensated and are appointed by the Governing Body. As a general rule, it is in the best interests of the public that membership on boards, agencies, commissions and committees be limited to two consecutive terms, but not as a hard and fast rule. Exceptions should be made depending on the nature and business of the particular board, agency, commission or committee, any specialty or expertise required, and other particulars concerning the service of the appointed member.

Section 3. Adoption of Policy

It is hereby adopted as the policy of the Governing Body of the City of Independence that members appointed to boards, agencies, commissions or committees shall, as a general rule, be limited to two consecutive terms subject to the discretion of the Governing Body to allow additional terms depending on the type of board, agency, commission or committee involved, any specialty or expertise required, the difficulty in obtaining a citizen to serve on

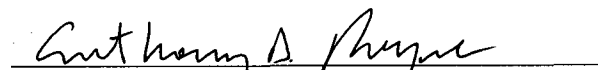
the board, agency, commission or committee, and other relevant factors as determined in the discretion of the Governing Body.

Adopted and approved by the Governing Body of the City of Independence, Kansas, on the 10th day of November, 2011.



Derrill Unruh, Mayor

ATTEST:


Anthony D. Royse, City Clerk



Presentation
CITY OF INDEPENDENCE
May 14, 2026

Department Police

Director Approval Dustin Stafford

AGENDA ITEM Introduction and swearing-in of the Independence Police Department's new Assistant Chief of Police, Jimmy Holt.

BACKGROUND On behalf of the City of Independence and the Independence Police Department, it is my honor to introduce our new Assistant Chief of Police, Jimmy Holt. Assistant Chief Holt brings more than 20 years of experience in law enforcement and corrections, including service as Deputy Chief, Interim Chief, and Chief of Police in Cherryvale, Kansas. Throughout his career, he has demonstrated a strong commitment to professional policing, effective leadership, and meaningful community engagement. He is highly regarded for his administrative expertise in budgeting, grant acquisition, and resource management, and has played an important role in strengthening departmental operations while supporting broader city initiatives. His leadership philosophy is rooted in accountability, collaboration, and leading by example. Just as importantly, Assistant Chief Holt has remained dedicated to community-oriented policing, working to build trust and lasting relationships between law enforcement and the citizens they serve. Please join me in welcoming Assistant Chief Jimmy Holt to the Independence Police Department as he takes the oath of office.

SUPPORTING DOCUMENTS

1. IPD Assistant Chief Press Release 04-29-2026 - final
2. Jimmy Holt Post Graphic



Independence Police Department

Dustin Stafford Chief of Police
120 N. 6th Street
Independence, Kansas 67301
General Office (620)332-1700 Fax (620)332-1703



04.29.2026

FOR IMMEDIATE RELEASE

IPD names new Assistant Chief of Police

The City of Independence has announced the hiring of Jimmy Holt as the new Assistant Chief of Police for the Independence Police Department (IPD), effective May 18.

Holt brings more than 20 years of law enforcement and corrections experience to the department, including service in leadership roles such as Deputy Chief, Interim Chief, and Chief of Police of Cherryvale. His experience also includes supervision of patrol operations, investigations, policy development, and grant administration.

Earlier in his career, Holt served as Jail Administrator with the Montgomery County Sheriff's Office, where he oversaw daily operations of the detention facility, including staff supervision, inmate management, budgeting, and regulatory compliance. His time in corrections helped build a strong foundation in leadership, accountability, and organizational management.

"Throughout his career, Officer Holt has demonstrated a strong commitment to professional policing, organizational leadership, and community engagement," said IPD Chief Dustin Stafford. "He has a reputation for professionalism, integrity, and effective leadership and is described as calm, even-tempered, and highly respected by peers, subordinates, and community members alike. We are thrilled to welcome him to our department and community."

Holt also brings administrative expertise in budgeting, grant acquisition, and resource management, and throughout his career, he has maintained a strong focus on community-oriented policing. He has been actively involved in organizing and supporting community events and initiatives designed to build trust and strengthen relationships between law enforcement and the public.

Chief Stafford explained that Holt's role as Assistant Chief will be to support the department's mission by providing administrative leadership, enhancing operational efficiency, and helping guide the organization in delivering high-quality public safety services to the community.

###

Media Contact:
Dustin Stafford
IPD Chief of Police
(620) 332-1700

Welcome

**JIMMY
HOLT**

**NEW INDY
ASSISTANT CHIEF
OF POLICE**



**INDEPENDENCE
— KANSAS —**





Presentation
CITY OF INDEPENDENCE
May 14, 2026

Department Finance

Director Approval Lacey Lies

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

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

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

SUPPORTING DOCUMENTS

1. Independence Liquor Funds 2026

May 7, 2026

Request
for
Liquor
Tax
Funds

FY

2026

Presented by Ginger Hill, MS, LCP, LCAC

Four County
Mental Health
Center, Inc.

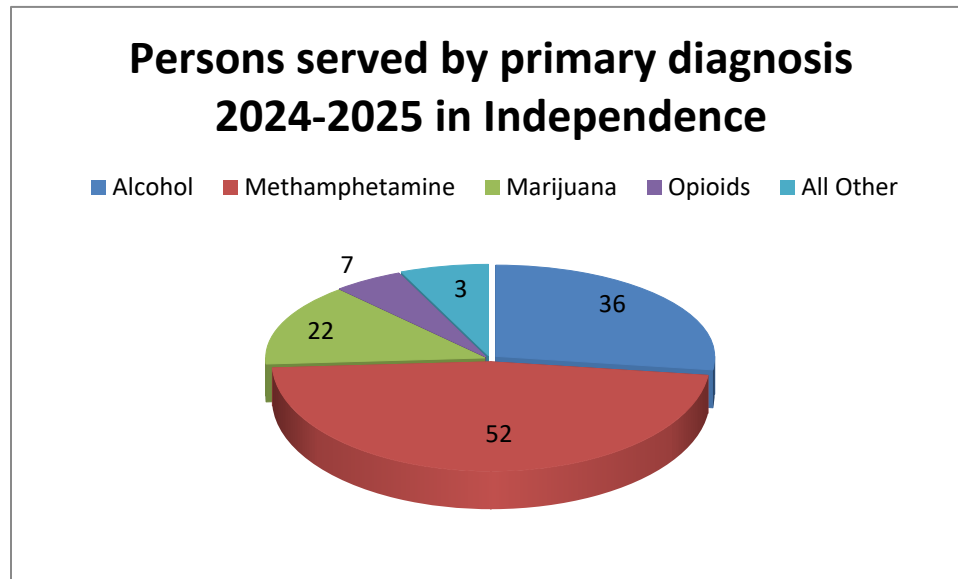
Statute KSA 79-42 a04

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

Organizational Mission & Purpose

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

Relevant data and highlights from the past year



- Methamphetamine is the number one reason for admission for the 9th year in a row and continues to present a significant concern in the Independence community.
- Since July 1, 2025, Four County completed 164 admission assessments for Independence residents, which is more than doubled from last year. A small amount of these assessments were completed for our community's youth population below the age of 18. A total of 183 Independence residents have been served in the SUD program at FCMHC since July 1st. A total of 1063 SUD services have been provided to Independence residents since July 1, 2025.
- Of the patients served, 47 of them received their services through the Kansas Block Grant funds. The remaining patient's services were paid with Medicaid/Medicare funds, corrections funding private insurance funds, or self-pay funds. These funds combined often fail to cover the costs of the SUD program.
- Four County SUD program moved into ICC West in September of 2025, as we had outgrown our space at the Four County Main facility. We are also hopeful that this attracts more SUD individuals in the area that can access our services more easily.
- Four County continues to expand its Medication Assisted Treatment (MAT) program.

Service Description and Provision

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

1. Substance Use Disorder assessment and referral
2. Substance Use Disorder treatment including individual, group, and family intervention
3. Intensive outpatient services, as available
4. Case management and Peer support services
5. Assessments and recommendations for DUI evaluations
6. Public education and prevention presentations as requested
7. Substance related crisis response services including emergency assessments and referral to detox programs
8. Care coordination activities

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

1. **Reimbursement for services not covered by insurance or State resources:** In the fiscal year from July 1, 2025 to now, Four County has provided 1063 addiction-related services at the Independence location, and a majority the services were received by individuals who were uninsured or underinsured. Four County heavily relies Substance Abuse Prevention Treatment (SAPT) funding administered by the Kansas Department of Aging and Disability Services (KDADS)to help cover these costs, but these funds are not sufficient to cover the agency’s entire programming.
2. **Non-billable treatment activities:** Individuals with alcohol and drug disorders often require coordination to assure that the needs are met. This coordination includes essential communication with correctional officers, law enforcement, medical professionals, foster care agencies and family members.

Training and outcome measurement

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

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

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

Conclusion

Four County Mental Health Center requests to receive full allotment of liquor tax distribution as in years past. Four County is dedicated to provide quality care and maintains the best interest of the Independence community and surrounding areas. If there are additional questions, please contact Ginger Hill, Clinical Director or Steve Denny, Executive Director.



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 14, 2026**

Department City Clerk

Director Approval David Schwenker

AGENDA ITEM Consider approving the minutes of the regular and special meetings on April 9, 15, 23, and 29.

SUMMARY RECOMMENDATION Approve the minutes

BACKGROUND

FINANCIAL INFORMATION

SUGGESTED MOTION I move to approve the minutes of the regular and special meetings held on April 9, 15, 23, and 29, 2026.

SUPPORTING DOCUMENTS

1. April 9 2026 Commission Meeting Minutes
2. April 15 2026 Special Commission Meeting Minutes
3. April 23 2026 Commission Meeting Minutes
4. April 29 2026 Special Commission Meeting Minutes

Minutes of the City Commission's April 9, 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; April Nutt, Director of Housing Authority; Scott Patton, Park and Zoo Director; Dustin Stafford, Chief of Police and Jordan Bagley, IT Technician Coordinator.

Visitors Present: Larry McHugh, Breanna Sanford and Sherri Garris.

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 approving the minutes of the March 26, 2026 meeting.

Minutes of the City Commission's April 9, 2026 Meeting

Suggested Motion:

I move to approve the minutes of the March 26, 2026 meeting.

III. PUBLIC HEARING

- A. Public Hearing to consider the condemnation of 1014 W. Beech Street as dangerous and unsafe.

On January 28, 2026, the residential structure located at 1014 W. Beech Street was damaged by a fire that caused extensive damage to both the interior and exterior of the home. As a result, the structure is currently uninhabitable and declared a total loss. The property owner maintains insurance coverage through USAA, and the City has notified the insurer of the loss and received insurance proceeds to remove the structure.

City staff recommends condemnation of the structure as dangerous and unsafe, and giving the owner 30 days to commence repair or removal of the structure.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission adopted a resolution condemning 1014 W. Beech as dangerous and unsafe and giving the owner 30-days to commence repair or removal.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

IV. ITEMS FOR COMMISSION ACTION

- A. Consider proclaiming April 2026 as Child Abuse Prevention Month.

Jordan Lemos, Healthy Families Kansas Supervisor with the Kansas Children's Service League office located in Independence, has requested that the City Commission issue a proclamation declaring April 2026 as Child Abuse Prevention Month. The Independence office serves Labette, Montgomery, and Chautauqua counties. Healthy Families provides free, intensive, home-based services and parenting support to qualifying pregnant mothers and parents of children ages 0 to 3 with certain risk factors. Kansas Children's Service League also serves as the state chapter for Prevent Child Abuse

Minutes of the City Commission's April 9, 2026 Meeting

America and works to build awareness, educate the public, organize activities, and lead advocacy efforts aimed at preventing child abuse and neglect.

Child Abuse Prevention Month is observed each April to raise awareness of the importance of strengthening families and communities to prevent child abuse and neglect. Programs such as Healthy Families provide early intervention and support services designed to improve outcomes for children and families and reduce risk factors associated with abuse and neglect. The requested proclamation is consistent with past recognition of this effort and provides an opportunity for the City to acknowledge the importance of child abuse prevention and the value of services being provided in Independence and the surrounding region.

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission proclaimed April 2026 as Child Abuse Prevention Month.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- B. Consider proclaiming April 2026 as Fair Housing Month.

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

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission proclaimed April 2026 as Fair Housing Month.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- C. Consider adopting an ordinance amending the minimum housing standards for the residential rental inspections and adopting the HUD (NSPIRE) standards.

The City Code Enforcement Office enforces the Minimum Standards for Rental Properties and administers the program using HUD Housing Quality Standards

Minutes of the City Commission's April 9, 2026 Meeting

(HQS). HUD has updated these standards to the National Standards for the Physical Inspection of Real Estate (NSPIRE), which are now in effect.

This amendment adopts and updates the applicable standards and authorizes the Code Enforcement Officer to interpret and apply NSPIRE in accordance with HUD guidance and established best practices. In cases where conflicts arise between NSPIRE standards and locally adopted building, housing, or safety codes, the more stringent requirement shall govern.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission adopted Ordinance 4504, amending City Code Section 18-415 having to do with minimum standards for rental housing.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

D. Consider awarding the bid for Phase I of the Downtown Tree Replacement.

A new tree plan for the downtown business districts was approved by the Commission at the February 26, 2026 meeting. The change to the tree plan was motivated by complaints from some community members about heavy roosting by starlings, leading to sanitary issues with bird droppings on the sidewalks and parked cars. The new tree plan uses species with upright, columnar growth habits that will not have overhanging branches above the sidewalks or parking spaces.

Phase I of the implementation plan consists of replacing all trees in the following blocks:

- 100 block of North Penn Avenue
- 100 block of South Penn Avenue
- 100 block of East Main Street
- 100 block of West Main Street

This will include replacing 38 trees. The existing trees will be removed by City staff.

The contractor will be responsible for the following scope of work:

1. Purchase of new 15-gallon trees
2. Cleaning out the tree wells
3. Installing or cleaning the drainage holes
4. Back filling the tree wells with a 50/50 mix of compost and garden soil
5. Planting new trees

6. Installing mulch for water retention.

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission awarded the bid for Phase I of the downtown tree replacement to Green Meadows, LLC. for \$21,480.00.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- E. Consider awarding the bid for installation of a grinder pump and connection of the Riverside Park office restroom to the City sewer system.

The Riverside Park Office bathroom has been connected to a small septic system since its construction. It is suspected that the aging septic system is experiencing infiltration, causing the park restroom to back up following periods of rain, when the ground becomes saturated. City staff have been unable to locate the septic tank to confirm the issue.

To address the issue and maintain compliance with the City ordinance, an RFP was issued for work to install a grinder pump at the park office and connect the restroom to the City sewer system.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission awarded the bid for the Riverside Park Office Grinder Pump and Sewer Connection to Cardinal Sitework, LLC., for \$43,350.00.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

V. REPORTS

A. City Board Minutes

1. March 25th 2026 IRC Board Minutes.

Minutes of the City Commission's April 9, 2026 Meeting

B. Openings on City Boards

Applications are being received through April 15, 2026 for openings on the Housing Authority Board and the Library Board of Trustees.

C. Admin and Housing Goals

City Manager Passauer and Director of Housing Authority Nutt presented their reports. Assistant City Manager Cowan reported on the status of demolition of condemned housing.

D. Appropriations

VI. CITY MANAGER'S COMMENTS

City Manager Passauer gave an update on the property tax bill that is currently in front of the Kansas legislature for a veto override.

Assistant City Manager Cowan presented a report on the number of active building permits in place for this year.

City Manager Passauer reported that the City received 525 responses to their survey, reminded citizens to sign up for emergency alerts. The park opening will be on April 11th, provided a list of upcoming Commission meetings and the next holiday that City Hall will be closed is Memorial Day on May 25th.

VII. COMMISSIONERS' COMMENTS

Commissioner White would like to see home inspectors be required to acquire a City license to practice inside the City limits.

VIII. PUBLIC CONCERNS

None.

IX. ADJOURNMENT

Minutes of the City Commission's April 9, 2026 Meeting

Motion:

On the motion of Dean Hayse, seconded by Tim White, the Commission adjourned the meeting.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

Dean A. Hayse, Mayor

W. Scott Smith, Commissioner

Tim White, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the City Commission's April 15, 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; April Nutt, Director of Housing Authority and Lacey Lies, Finance Director.

Visitors Present: Chuck Goad, Diane Close and Tanner George-Close.

A. Call to Order

Mayor Hayse called the meeting to order.

II. EXECUTIVE SESSION

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

Motion:

On the motion of Dean Hayse, seconded by Scott Smith, the Commission recessed for an executive session for consultation with an attorney representing the City regarding a legal issue pursuant to the attorney/client privilege exception found at K.S.A. 75-4319(b)(2). The open meeting will resume at 9:17 a.m. in the Commission Room of City Hall.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

The open meeting resumed at 9:17 a.m.

Motion:

On the motion of Dean Hayse, seconded by Scott Smith, the Commission recessed for an executive session for consultation with an attorney representing the City regarding a legal issue pursuant to the attorney/client privilege exception found at K.S.A. 75-4319(b)(2). The open meeting will resume at 9:27 a.m. in the Commission Room of City Hall.

Minutes of the City Commission's April 15, 2026 Meeting

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

The open meeting resumed at 9:27 a.m. with no action taken.

III. ITEMS FOR DISCUSSION

- A. Discuss the excavation and repair in the 400 Block of E. Sycamore Street.

As a matter of background, the following staff report was provided:

At the Mayor's request, this item has been placed on the Special Commission Meeting agenda for discussion. The Mayor raised concerns regarding excavation and repair work in the 400 block of E. Sycamore Street, noting that a concrete patch was placed over work performed beneath a newly rebuilt street. He requested clarification on the nature of the repair and asked that the matter be discussed by the Commission.

The Mayor also emphasized the importance of maintaining a "complete street" mindset during street reconstruction projects by evaluating other infrastructure needs in the area, such as water and sewer improvements, before final restoration occurs. Given that E. Sycamore Street was recently resurfaced, the Mayor would like the Commission to discuss both the specific repair at this location and the City's broader approach to coordinating infrastructure work with street improvements.

At least on projects designed and bid since 2021, the status of all City infrastructure potentially impacted by a project has been explicitly considered. For example, in the waterline replacement project recently completed southeast of Oak and 10th, the new water lines were placed in the existing City right-of-way so that they could be repaired in the future without disturbing the street, and in the 10th Street rebuild design, the water lines under the new pavement will be replaced with new lines and the storm sewer will be replaced.

A meeting was held specifically to discuss the condition of the water line underneath the area to be rebuilt on east Sycamore. The existing water line had been replaced in approximately the mid-1990s and is made of ductile iron. This type of pipe in water service can have a useful life exceeding 100 years. Further, repair records for the area were reviewed and the line had no significant history of failure prior to this winter. The

Minutes of the City Commission's April 15, 2026 Meeting

mechanism for failure in the line on east Sycamore is thought to be fracture caused by soil shifting in response to temperature changes.

At the Special Commission meeting, the Commission discussed excavation and repair work that had already occurred in the 400 Block of E. Sycamore Street following recent street improvements. The Mayor expressed concern regarding the street being excavated and patched shortly after completion and requested clarification on why the work occurred.

City Engineer John Garris explained that prior to reconstruction, the condition of underlying utilities was reviewed. The water line beneath this section of street, installed in the mid-1990s and constructed of ductile iron, showed no significant history of failure and was expected to have a long remaining service life. Staff noted that replacing utilities can be cost prohibitive when there is no evidence of likely failure in the near foreseeable future. The recent repair was unanticipated and is believed to have resulted from a fracture caused by soil movement associated with winter temperature changes.

Staff explained that the excavation required repair within the newly improved street and was restored using concrete-on-concrete patching, which provides greater long-term durability than asphalt patches. Staff further noted that since 2021, the City has made a consistent effort to evaluate infrastructure conditions and coordinate utility and street work to the greatest extent possible.

Staff acknowledged the Mayor's concerns and reaffirmed the City's ongoing efforts to balance infrastructure condition, cost, durability, and long-term street performance.

B. 2027 Budget Worksession Discussion.

The following staff report was provided:

Staff have entered initial capital improvement requests into the ClearGov platform for the upcoming budget cycle. Commissioners have been provided access to the system to review submitted projects. During this Special Meeting, staff will provide an overview of the platform, demonstrate navigation, and address any initial questions.

Following this initial review, staff will evaluate and score each request based on established criteria. Additional items may be entered upon review by the Administration Team, as appropriate. Once scoring is complete, a compiled summary of capital requests for 2027, including staff

Minutes of the City Commission's April 15, 2026 Meeting

evaluations, will be distributed to the Commission in both PDF and Excel formats to support further discussion and decision-making.

At the meeting, the City Commission discussed the 2027 Capital Budget and received an overview of the City's new capital budgeting software platform. Staff demonstrated how capital requests from all departments are entered, reviewed, filtered, and evaluated within the system, including access to project narratives, justifications, cost estimates, and supporting documentation. The discussion emphasized that the capital budget is a working document that will undergo multiple iterations, with projects potentially adjusted, phased, deferred, or reprioritized as additional analysis occurs. Commissioners discussed the importance of aligning capital requests with Commission goals, understanding long-term infrastructure needs and lifecycle costs, and considering fiscal sustainability given demographic and tax base challenges. Staff noted that the platform will support future integration of strategic planning and long-term infrastructure documentation and that additional training and support are available as the capital budgeting process continues.

C. Discuss sanitation services.

The Commission discussed proposed changes to sanitation services, with a focus on solid waste and bulky item collection. The discussion emphasized transitioning certain services toward a pay-as-you-go model to better align costs with usage while remaining mindful of community impacts.

Commission members discussed the proposed fee structure, noting general support for per-item pricing but expressing concern about the minimum fee for bulky item pickup and its potential impact on residents with limited disposal needs. Strategies to encourage responsible behavior, such as bundling items, coordinating with neighbors, and clear scheduling, were discussed.

Concerns were raised about the potential for increased illegal dumping as an unintended consequence of fees. Staff and Commissioners noted that illegal dumping is already an issue and emphasized the importance of enforcement, public reporting, and the use of existing technology such as cameras and license plate readers.

The importance of clear public communication was emphasized, including messaging around fairness, responsible use of tax dollars, available disposal options, and the illegality of dumping. Commissioners expressed support for

monitoring outcomes and reviewing the policy after sufficient data is collected.

Staff was directed to proceed with preparing an ordinance for implementation as discussed, track usage and impacts, and return to the Commission with data after a period of operation to evaluate whether adjustments are warranted.

D. Discuss a draft sidewalk program.

The following staff report was provided:

The attached draft resolution would establish the proposed “Safe Walks” Sidewalk Cost-Share Assistance Program for residentially zoned properties and neighborhoods. The purpose of the program is to provide a framework for assisting property owners with the repair or replacement of hazardous sidewalk sections while maintaining the existing requirement in City Code that sidewalk maintenance remains the responsibility of the abutting property owner. The draft resolution outlines the proposed program purpose, eligibility, cost-share structure, administration, and the relationship of the program to the City’s existing sidewalk enforcement and assessment authority under Chapter 94.

As part of staff’s review, several modifications were made to the draft resolution to clarify the scope and administration of the program. Those revisions are reflected in the version provided to the Commission and should be noted during the discussion, including text shown in ~~strikeout~~ and other highlighted edits. The revisions include changes intended to better define the program’s applicability to residentially zoned properties and neighborhoods, clarify eligibility and funding language, and identify provisions that may warrant further policy direction from the Governing Body before adoption.

Staff also discussed a potential cost-saving approach under which City crews could demolish and remove identified hazardous sidewalk sections, with the contractor then responsible for forming, pouring, and finishing the replacement sidewalk. This approach could reduce overall project costs while still providing a consistent finished product.

Staff further discussed a phased approach to implementation. For the first one or two years of the program, the City could focus on sidewalk complaints and hazardous locations that have already been reported to the City, as well as complaints received during that time period. This would

Minutes of the City Commission's April 15, 2026 Meeting

allow the City to address known problem areas first while remaining responsive to newly identified hazards and would also provide an opportunity to evaluate program demand, costs, and administrative needs during the initial years. After that initial phase, the program could expand to include a more proactive component in which the City inspects and identifies target areas or zones within neighborhoods in order to address sidewalk hazards in a more concentrated manner and make a greater visible impact within a neighborhood.

This item is presented for discussion and direction from the Commission regarding the proposed program framework, the staff revisions reflected in the draft resolution, the possible cost-saving method involving City demolition and contractor replacement, and the proposed phased implementation approach. Based on Commission feedback, staff can return with a revised resolution for formal consideration.

At the meeting, the Commission reviewed a draft sidewalk repair assistance program intended to address hazardous sidewalks while retaining the existing code requirement that sidewalk maintenance remains the responsibility of property owners. Staff outlined proposed program elements, including eligibility, cost share options, administrative processes, and how the program would function alongside current code enforcement and condemnation procedures. Discussion included potential cost share structures, the administrative complexity of income based qualifications versus a uniform cost share, and the option to allow assessments over time for property owners unable to pay their share upfront. Commissioners discussed prioritizing repairs based on ADA compliance, pedestrian safety, and higher traffic areas, as well as a phased rollout initially focused on reported hazards before expanding to neighborhood based projects. Additional discussion addressed sidewalk damage related to trees, messaging clarity regarding property owner responsibility, and ensuring consistency with existing ordinances. No formal action was taken, and staff was directed to incorporate Commission feedback and return with refinements for future consideration.

Motion:

On the motion of Dean Hayse, seconded by Scott Smith, the Commission moved to recess for a two-minute break. The open meeting will resume at 10:57 a.m..

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

The open meeting resumed at 10:57 a.m.

- E. Discuss implementing fees or regulations regarding vacant structures.

The following staff report was provided:

Staff is evaluating an alternative to the idle meter fee concept by amending the City's existing vacant building registration ordinance to expand its applicability beyond commercial buildings and include vacant residential structures. The attached redlined amendment to Section 18-451 would revise the current ordinance to address both vacant commercial and residential buildings, update the definition of a vacant building, establish registration requirements and fees for residential structures, revise penalty provisions, and authorize inspection of vacant residential and commercial buildings for compliance purposes. The prior January 21, 2026 Commission packet regarding the idle meter fee is also included for reference because this discussion follows staff's continued review of the best way to address vacant structures that are not connected to City utilities.

As reflected in the January 21, 2026 materials, staff previously reviewed the operational and policy issues associated with an idle meter fee, including system costs, fairness concerns, enforcement complexity, and the difficulty of administering a utility-based approach to vacancy. Staff is now developing the vacant registry concept as a possible alternative for future Commission consideration. Rather than focusing on utility activity as the trigger, this approach would rely on the City's nuisance, code enforcement, and property maintenance framework to identify and regulate vacant structures directly.

The redlined amendment would expand the purpose statement to recognize the negative impacts of both vacant residential and commercial buildings, including blight, reduced property values, public safety concerns, and fire risk. The draft would also revise the definition of "vacant building" to include structures that are unattended or unoccupied and not actively used as a place of business or residence, and would establish different timeframes for when a structure is considered vacant for registration purposes—30 days for residential buildings and 90 days for commercial buildings. The draft further contemplates registration requirements, annual re-registration, maintenance obligations, registration fees, marketing-based exemptions, increased penalties, and annual inspection authority for chronic vacancies.

In staff's internal review of the redlined draft, several policy and administrative questions were identified that would need Commission discussion before moving forward. One question is how to treat vacation homes or other intermittently occupied residences that are maintained and have utility service available. Staff discussed whether the inclusion of the word "unattended" in the definition of a vacant building is sufficient to avoid unintentionally capturing those types of properties, or whether additional clarification should be added. Staff also discussed whether active utility service should be required as part of the definition or as evidence that a structure is not truly vacant.

Staff also discussed how this program would be administered if the Commission wished to proceed. One option discussed was creation of a Vacant Registry Permit so properties could be tracked more consistently within the City's system. Staff also discussed developing an online application or registration form to make compliance easier for property owners and to improve administration and recordkeeping.

Another issue identified during staff review is how to handle properties claimed to be "for sale" for the purpose of avoiding the registry fee when they may not actually be legitimately offered on the market. The current redlined draft includes exemptions for vacant buildings that are actively marketed for sale or rent at fair market value, with the burden on the owner to provide satisfactory proof of active marketing. Commission discussion is needed regarding how the City should evaluate those claims, including situations where a property may be listed at an amount substantially above reasonable market value or otherwise not genuinely offered for sale.

Staff also believes that, if pursued, a program of this type would require clear public communication and consistent Commission support in order to be effectively administered. When the vacant building ordinance was originally adopted, staff began administering the ordinance but received public pushback, and the Commission later advised staff to stop administering it. For that reason, staff is seeking policy direction before devoting additional effort to ordinance development or implementation.

This item is being presented for discussion so the Commission can consider whether amending the existing vacant buildings ordinance to include residential structures would be a better alternative than the other approaches previously discussed for addressing vacant structures. Staff is seeking feedback on the overall policy direction, the redlined amendments to Section 18-451, the treatment of vacation or intermittently occupied

Minutes of the City Commission's April 15, 2026 Meeting

homes, whether utility service should be part of the vacancy analysis, how a registry or permit system should be administered, how marketing exemptions should be evaluated, and whether there is sufficient Commission support to administer such a program on an ongoing basis.

At the meeting, City staff provided an update and facilitated a discussion regarding potential fees or regulatory approaches for vacant residential structures. Staff reviewed current vacant property tracking efforts, including mapping and categorization of properties by status such as condemnation in process, condemned, or demolished.

Staff outlined the City's existing Downtown Commercial Vacancy Ordinance and discussed whether a similar registration or fee based framework should be expanded to residential properties. It was noted that while a registry may provide additional information, implementation and enforcement challenges, particularly related to absentee ownership and administrative capacity, could limit its effectiveness.

The discussion emphasized that the City's current condemnation and demolition processes have proven effective. These tools create strong incentives for owner compliance and have resulted in meaningful reductions in the number of vacant and dilapidated structures, as well as ownership transitions to parties willing to reinvest in properties.

Staff also discussed coordination with the land bank and the potential for targeted incentives to support rehabilitation efforts where appropriate, noting that ownership transfer has been one of the most successful outcomes of the current enforcement strategy.

The Commission reached general consensus that staff should not pursue a residential vacant structure registry or new fee based regulations at this time. Staff was directed to continue utilizing and refining existing condemnation, demolition, and enforcement tools, with a focus on efficiency and measurable outcomes.

IV. ADJOURNMENT

Motion:

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

Aye: Dean Hayse, Scott Smith, Tim White

Minutes of the City Commission's April 15, 2026 Meeting

Nay: None

Dean A. Hayse, Mayor

W. Scott Smith, Commissioner

Tim White, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the City Commission's April 23, 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; Dustin Stafford, Chief of Police; Christian Ortiz, Police Officer; Teely Signer, Police Officer and Lacey Lies, Finance Director.

Visitors Present: Larry McHugh, Breanna Sanford and Sherri Garris.

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 Dean Hayse, seconded by Scott Smith, the Commission adopted the agenda with the modification of moving Item III. B. ahead of item III. A.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

II. APPOINTMENTS

A. Consider appointing a new board member to a 1st term on the Housing Authority Board expiring on April 11, 2030.

The term on the Housing Authority Board for Rita Ortolani expired on April 11, 2026. Rita Ortolani does not wish to be reappointed. We wish to thank Rita for her years of service. Members of this board must reside within the City limits. We received two applications from City residents by the April 15, 2026 deadline.

Minutes of the City Commission's April 23, 2026 Meeting

Motion:

On the motion of Dean Hayse, seconded by Tim White, the Commission appointed Daniel McDill to a 1st term on the Housing Authority Board expiring on April 11, 2030.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

III. PRESENTATIONS

B. Introduction and swearing-in of Independence Police Department's new officers.

Christian Ortiz and Teely Signer were selected to serve the citizens of Independence as police officers.

Christian Ortiz started with us in the fall of 2025. He graduated from the Kansas Law Enforcement Training Center's Basic Training Course on March 20th, 2026.

Christian was born and raised in Southern California and moved to Southeast Kansas in mid-June 2020. He fell in love with the small town feeling and decided it was time to get out of the big city life. He has been married for 8 years to his wife Janette, and they have 4 children, ranging from 8 years old to two months old. They love independence and think it's the perfect place to raise a family. Christian always wanted to be in Law Enforcement. Living in Independence solidified his decision to join Law Enforcement to continue to keep the City of Independence safe for his family and for the kind and loving citizens of Independence who make this town feel like home.

Teely Signer started with us in March. In 2025, she worked for the Elk County Sheriff's Department and graduated from the Kansas Law Enforcement Training Center's Basic Training Course. She grew up in Southeast Kansas and has been in Kansas most of her life. She is a mother and a wife and has 4 dogs and 4 cats. She has been in law enforcement for at least a year and fully believes it is her passion for her working career. She enjoyed serving and protecting the community of Elk county and hopes to continue this passion with the City of Independence.

City Clerk Schwenker administered the oath.

Minutes of the City Commission's April 23, 2026 Meeting

- A. Discuss public feedback from the Community-Based Strategic Plan focus groups and surveys.

Mackey Smith is the consultant with Vickrey Leadership Solutions that is preparing the City's Community-Based Strategic Plan. Mackey previously provided a memo that outlines the number of respondents, some initial high level takeaways from the survey, and preferred next steps and timeline. At the Commission meeting, Mackey Smith will virtually review the feedback from the focus groups and survey analysis regarding the Community-Based Strategic Plan.

IV. 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 authorizing pre-application for a KDHE revolving loan for completion of the Water Treatment Plant Master Plan project.

On August 18, 2021, the Commission approved the Water Treatment Plant Master Plan to guide the operational philosophy and identify the capital spending required to maintain City water quality and capacity. PEC was engaged as the engineering firm for this Plan.

In order to fund the 2027 work, a new pre-application is needed to request a new State Revolving Fund loan. This application is attached and will be filed upon Commission approval. It is anticipated that, if approved, the actual loan application will be brought before the Commission for approval in the third or fourth quarter of 2026. The total in the application adds engineering and inspection costs to the \$3,029,000 total for this phase of work.

Suggested Motion:

I move to approve a pre-application for a State Revolving Fund loan in the amount of \$4,278,000.

Minutes of the City Commission's April 23, 2026 Meeting

- B. Consider authorizing application for KDOT City Connecting Link Improvement Program (CCLIP) grant for FY 2028 Surface Preservation – Main Street, 2nd Street to City Limits.

Kansas Department of Transportation (KDOT) City Connecting Link Improvement Program (CCLIP) applications are due May 1, 2026 for FY 2028 (July 1, 2027 – June 30, 2028) projects. If approved, the attached applications will be submitted.

The following project is suggested:

CCLIP Application, Surface Preservation – Main Street, 2nd to City Limits – mill and overlay pavement. Previously, the City had requested sidewalk to be approved as well, but this has not been approved by KDOT. The City may decide to bid sidewalk work with this project, but it is not included in the application.

Estimated Cost	Estimated City Match – (10%)	Non-Participating Costs	Total City Cost
\$481,515.00	\$39,022.20	\$91,293.00	\$130,315.00

Suggested Motion:

I move to approve an application for KDOT’s CCLIP Program for Main Street, from 2nd to City Limits, and for execution of any necessary documents required by KDOT.

- C. Consider setting the date of May 21, 2026 to receive demolition bids for structures previously condemned as dangerous and unsafe.

The City of Independence has approved the condemnation and removal of 24 houses and 1 medical office building. City staff is requesting that the Commission set May 21, 2026, at 2:00 pm to receive bids for the removal of these condemned structures.

Suggested Motion:

I move to set the date of May 21, 2026, at 2:00 pm to receive bids for the demolition of 25 structures previously condemned as dangerous and unsafe.

Minutes of the City Commission's April 23, 2026 Meeting

V. PUBLIC HEARING

- A. 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 concerns related to the condition of the primary structure, occupancy without utilities, and environmental issues.

The Building Inspector reports: *"The foundation has been repaired and appears to be in good condition. However, the remainder of the house is largely unchanged, with missing siding and the roof in poor condition."*

At a previous meeting, Lisa Drumeller reported that Indy Heat and Air is installing a heating system. Additional work includes clearing vegetation, removing exterior trash and debris, installing windows, and completing interior finishes and repairs.

The property owner is requesting additional time to complete the project.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission adjourned the Public Hearing for the condemnation of 1028 W Chestnut Street until July 23, 2026 at 5:30 p.m.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

VI. ITEMS FOR COMMISSION ACTION

- A. Consider a resolution to rescind the condemnation action of 620 W. Chestnut Street.

The property located at 620 W. Chestnut was previously reported by a tenant for foundation issues, and condemnation proceedings were initiated after the owner declined to make the necessary repairs. The property has since been sold to a new owner, who engaged Joyco Property Management to complete rehabilitation of the home.

Minutes of the City Commission's April 23, 2026 Meeting

The foundation issues have been addressed, and the structure's interior has successfully passed inspection. It is now being offered for sale by the current owner.

Based on these improvements, City staff recommends that the Commission adopt a resolution rescinding the condemnation in order to clear the title.

Motion:

On the motion of Scott Smith, seconded by Dean Hayse, the Commission adopted a resolution rescinding previous resolutions which set a hearing date to consider the condemnation of 620 W. Chestnut Street as dangerous and unsafe.

Aye: Dean Hayse, Scott Smith

Nay: None

Abstain: Tim White

- B. Consider setting the date of June 25, 2026, for a Public Hearing to consider the condemnation of 1208 W. Myrtle as dangerous and unsafe.

On April 15, 2026, the residential structure located at 1208 W. Myrtle sustained significant fire damage, resulting in extensive damage to both the interior and exterior of the home. As a result, the structure is currently uninhabitable.

City staff were contacted the following day by Lisa Druemeller regarding the property. The owner, Hannah's House, carries insurance through the Kansas Fair Plan. An adjuster has inspected the property and determined it to be a total loss.

City staff explained the condemnation process, and Ms. Druemeller has agreed to sign a release allowing the structure to be included in the City's current demolition bid for removal. Staff has also sent correspondence requesting the City's share of the insurance proceeds to cover demolition costs.

City staff recommends setting June 25, 2026, at 3:30 p.m. as the date for a public hearing to consider the condemnation of the structure at 1208 W. Myrtle as dangerous and unsafe.

Motion:

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

Minutes of the City Commission's April 23, 2026 Meeting

adopted a resolution setting the date of June 25, 2026, at 3:30 pm for a Public Hearing to consider the condemnation of 1208 W. Myrtle Street as dangerous and unsafe.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- C. Consider approving a 20-minute parking stall at 305 E. Main Street.

City staff was contacted by the owner of Cornerstone Glass Company, located at 305 E. Main Street, regarding ongoing parking concerns affecting his business. The owner reports limited customer access due to employee parking from the adjacent daycare to the east.

To address these challenges, the owner is requesting the installation of a time-limited parking stall to provide customers with convenient access for dropping off and picking up glass items associated with his business operations.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission approved (1) 20-minute parking stall on the south side of Main Street in the first stall in the 300 block of East Main Street.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- D. Consider a request regarding ADA complaint related to accessibility access.

The City of Independence received a complaint in January 2026 from a disabled resident who utilizes a motorized scooter. The resident reported that the accessible route from 401 S. Penn to downtown was not compliant, resulting in several accidents while using his scooter. City staff reviewed the concern and initiated corrective actions, including the installation of an ADA ramp at the northwest corner of Pennsylvania and Walnut.

Staff also identified four locations between Walnut and Main Street that were in violation of City Code Sec. 94-94 related to raised sidewalks. Notification letters were sent to the respective property owners on January 14, 2026, providing 60 days to complete the necessary repairs. To date, two property

Minutes of the City Commission's April 23, 2026 Meeting

owners have responded—one has completed repairs, and the other is exploring assistance options due to approximately 54 feet of sidewalk damage caused by tree roots originating in the public right-of-way.

Staff has evaluated existing programs and noted that the current sidewalk program remains unfunded. Additionally, recent strategic planning discussions highlighted widespread community concerns regarding aging sidewalks and damage caused by tree roots. Staff is developing a new program to address these localized issues, as well as broader sidewalk repair needs, and will present it to the Commission during the upcoming budget process.

To address the immediate complaint, staff recommends proceeding in accordance with City Code by initiating condemnation of the non-compliant sidewalks that remain unrepaired and completing the necessary work. The estimated cost for the remaining three repairs is \$7,000, which would typically be assessed to the property owners. However, staff recommends that the City cover 50% of the repair costs and bill the property owners for the remaining balance. Staff also recommends reimbursing the property owner who has already completed repairs for 50% of their eligible costs.

City staff will contact the remaining property owners prior to the next Commission meeting to determine whether they are willing to complete the repairs with the proposed 50% cost share, in lieu of proceeding with condemnation.

Estimated cost is based on the City contract for concrete work.

L	W	SY	Bid Price	
54	6	36	\$ 125.00	\$4,500.00
24	6	16	\$ 125.00	\$2,000.00
6	6	4	\$ 125.00	\$ 500.00

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission tabled the condemnation and repair of the non-compliant sidewalks, and to provide a cost-share incentive whereby the City will cover 50% of the repair costs.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- E. Consider recommendation from the Planning Commission to amend the zoning code and adopt a landscaping ordinance.

Minutes of the City Commission's April 23, 2026 Meeting

During the 2025 zoning code update, the originally proposed landscaping article was not adopted due to concerns with complexity and applicability to Independence.

Staff prepared a revised draft with a simpler, frontage-based approach. A joint work session was held on February 3, 2026, where both the Planning Commission and City Commission reviewed the draft and supported the direction.

Planning Commission Action

The Planning Commission held a public hearing on April 7, 2026, and voted 7-0 to recommend approval of Article XIX as presented.

Key Elements

- One (1) tree per 50 feet of street frontage
- Substitutions allowed where utilities or site constraints limit planting
- Credit for existing trees
- Optional incentives for enhanced landscaping
- Cost cap and limited applicability for smaller expansions

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission adopted Ordinance No. 4505 adding a new Article XIX to the Zoning Code related to Landscaping Regulations, as recommended by the Planning Commission.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

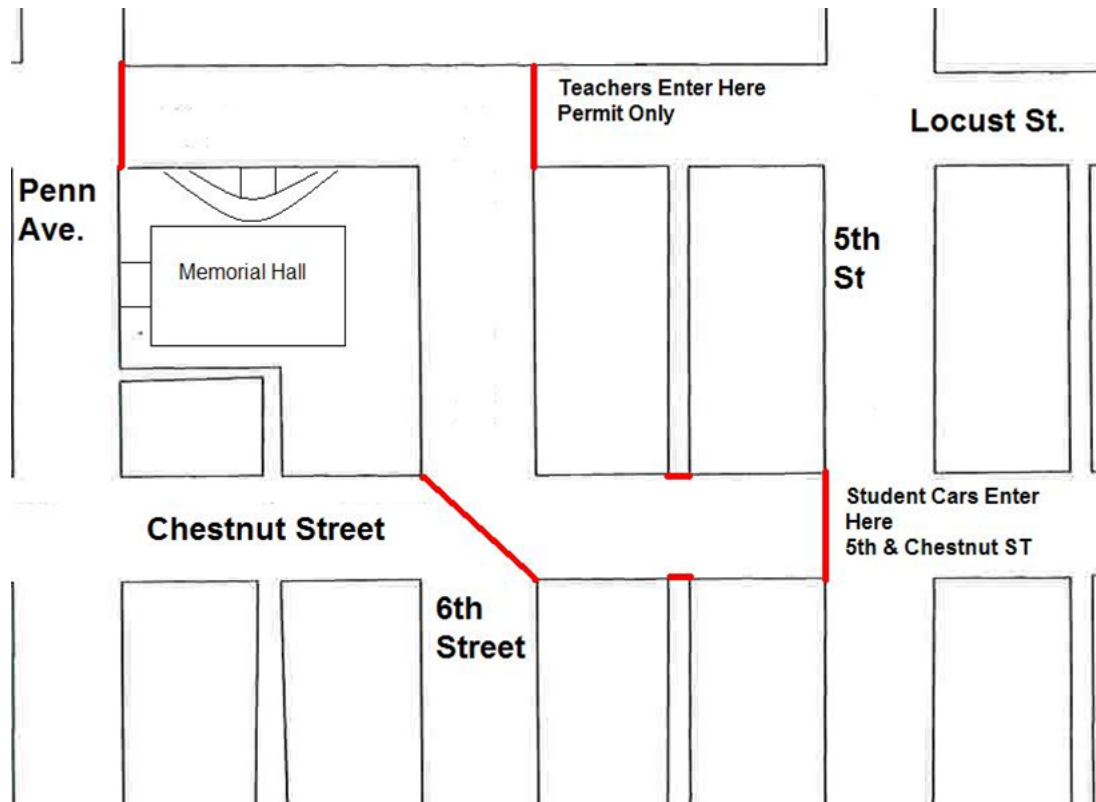
- F. Consider closing Locust from Penn to 6th Street, 6th Street from Locust to Chestnut, and Chestnut from 5th to 6th Street for the Independence High School Prom on Saturday, May 2, 2026 from 4:00 PM to approximately 8:30 PM.

Marci Horning, with USD 446, is requesting the following streets be blocked on May 2nd, 2026, from 4:00 PM to approximately 8:30 PM. The blocked streets will allow the Prom participants to drive up and walk into the Civic Center. The following diagram shows the streets that will be blocked during this time.

- Locust from Penn to 6th Street

Minutes of the City Commission's April 23, 2026 Meeting

- 6th Street from Locust to Chestnut
- Chestnut from 6th to 5th Street



IHS staff will stage the students in their vehicles within the blocked-off area and direct them to the front of the Civic Center where the couples will be announced, and then enter Prom inside the Civic Center. Adult valets will drive the students' cars to the appropriate parking lot while other cars arrive to deposit students. This process takes approximately two hours and begins at 6:00 PM. We have requested 4:00 PM to allow time for barricades to be put in place and vehicles removed from the area if necessary.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission approved closing Locust from Penn to 6th Street, 6th Street from Locust to Chestnut, and Chestnut from 5th to 6th Street for the Independence High School Prom on Saturday, May 2, 2026 from 4:00 PM to approximately 8:30 PM.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

Minutes of the City Commission's April 23, 2026 Meeting

- G. Consider award of the construction of the 2026 Salt-Sand Storage project to A&B Construction, LTD in the amount of \$114,130.00.

The consolidated public works building was purchased in August. In order to bring full functionality to the facility, a location is needed to store road salt and aggregate to provide melting/friction surfaces. The currently existing facility is slated to be sold, and it is recommended to place the new storage facility at the new public works building. The bids were opened on March 19, 2026, and the bid tabulation is attached. The low bidder, was A&B Construction, LTD, in the amount of \$108,150.00. In reviewing the bids, they had not included engineering of the foundation, and provided a price of \$5,980.00 for that review, for a total cost of \$114,130.00.

References reviewed indicated adequate experience in similar work.

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission authorized award of the construction of the 2026 Salt-Sand Storage project to A&B Construction, LTD in the amount of \$114,130.00 and for the execution of any necessary documents.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- H. Consider a contract addendum with Green Environmental Recycling and Disposal, LLC for landfill services.

In October of 2025, the City entered into a contract with Green Environmental Recycling and Disposal, LLC (Green). Green indicated that they would be open for business by April 1, 2026. They are not open. The City recently extended the City's contract with Resource Recovery, Inc., our current landfill until September 30, 2026, so the delay in opening of the new facility will not provide a negative impact on our operations. Provisions in the addendum will allow the City to void and rebid the contract with Green should they not show adequate progress.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission approved the contract addendum with Green Environmental Recycling and Disposal, LLC and for the execution of any necessary documents.

Aye: Dean Hayse, Scott Smith, Tim White

Minutes of the City Commission's April 23, 2026 Meeting

Nay: None

- I. Consider purchasing two replacement salt/sand spreaders from American Equipment Company for \$50,244.00.

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. On April 2, 2026, two bids were opened for replacement salt/sand spreaders. The low bid, from American Equipment Company in Kansas City, Kansas, was \$25,122.00 per unit, or \$50,244.00 for two units. The second bidder, Paris Supply of Georgetown, Kentucky was at \$58,157.32 for two units.

Purchase of two units is recommended. There were no bids for trade-in by either bidder, so it is requested that the Commission allow disposal via an auction with Purple Wave, or, if no bids are received, to sell the units as scrap.

Motion:

On the motion of Tim White, seconded by Scott Smith, the Commission approved the purchase of two truck-mounted salt/sand spreaders from American Equipment Company for the amount of \$50,244.00 and to dispose of the existing units as described.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

- J. Consider proclaiming May 3-9, 2026 as Public Service Recognition Week.

Introduced in 1985 by President Reagan, Public Service Week honors the people in the public sector and acknowledges their efforts to provide services to the citizens. The City of Independence would like to honor our employees who provide services to the citizens of Independence. In addition, we would like to invite the City Commission to attend an appreciation luncheon for our employees on Tuesday, May 5, 2026 from 11 AM to 1 PM in the new Public Works facility. We also would like to invite the public to attend an open house for the for the new Public Works facility on Thursday, May 7, 2026 from 3 PM to 6 PM.

Motion:

On the motion of Scott Smith, seconded by Tim White, the Commission proclaimed May 3-9, 2026, as Public Service Recognition Week in

Minutes of the City Commission's April 23, 2026 Meeting

Independence, Kansas.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

VII. REPORTS

A. City Board Minutes

1. **January 28th 2026 IHPRC Meeting Minutes**
2. **February 3rd 2026 Planning Commission/Board of Zoning Appeals Minutes.**
3. **February 17th 2026 Independence Housing Authority Minutes.**
4. **April 15th 2026 IRC Board Minutes.**

B. Public Works and Project Report

Engineer Garris presented the report.

C. Appropriations

VIII. CITY MANAGER'S COMMENTS

City Manager Passauer reported that there were not enough applications submitted for the library board, so the deadline to file has been extended to May 4th, 2026.

Finance Director Lies provided an update on a neighborhood park party at the park at Coffeyville and Wald Streets on May 3rd, 2026 at 4:00 PM.

City Manager Passauer reviewed the upcoming Commission meetings.

IX. COMMISSIONERS' COMMENTS

Commissioner Smith noted that progress is being made with the acquisition of

Minutes of the City Commission's April 23, 2026 Meeting

property with Standard Motor Products.

X. PUBLIC CONCERNS

None.

XI. EXECUTIVE SESSION

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

Motion:

On the motion of Dean Hayse, seconded by Scott Smith, the Commission recessed for an executive session for consultation with an attorney representing the City regarding a legal issue pursuant to the attorney/client privilege exception found at K.S.A. 75-4319(b)(2). The open meeting will resume at 7:33 p.m. in the Commission Room of City Hall.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

The open meeting resumed at 7:33 p.m. with no action taken.

XII. ADJOURNMENT

Motion:

On the motion of Dean Hayse, seconded by Tim White, the Commission adjourned the meeting.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

Minutes of the City Commission's April 23, 2026 Meeting

Dean A. Hayse, Mayor

W. Scott Smith, Commissioner

Tim White, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the City Commission's April 29, 2026 Meeting

I. SPECIAL SESSION

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

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

Visitors Present: Chuck Goad by phone.

A. Call to Order

Mayor Hayse called the meeting to order.

II. EXECUTIVE SESSION

A. Discussions prior to acquisition of real estate.

Motion:

On the motion of Dean Hayse, seconded by Scott Smith, the Commission recessed for an executive session to discuss the possible acquisition of real estate pursuant to the preliminary discussion on the acquisition of real estate exception, KSA 75-4319(b)(6). The open meeting will resume at 1:45 p.m. in the Commission Room of City Hall.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

The open meeting resumed at 1:45 p.m. with no action taken.

III. ITEMS FOR DISCUSSION

A. Discuss annexation of former soccer fields.

On April 27, 2026 the City Manager and Chair of the Economic Development Advisory Board discussed the potential annexation of the former soccer fields with the County Commission. The County Commission indicated that they would discuss it again the following week, May 4, 2026. City staff is setting

Minutes of the City Commission's April 29, 2026 Meeting

this as a Special Commission meeting so that the City Commissioners can discuss this prior to the May 4, 2026 County Commission meeting.

IV. ADJOURNMENT

Motion:

On the motion of Dean Hayse, seconded by Tim White, the Commission adjourned the meeting.

Aye: Dean Hayse, Scott Smith, Tim White

Nay: None

Dean A. Hayse, Mayor

W. Scott Smith, Commissioner

Tim White, Commissioner

Attest:

City Clerk/Treasurer



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 14, 2026**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM

Consider authorizing bidding for the 2026 Street Marking project.

SUMMARY RECOMMENDATION

Authorize bidding

BACKGROUND

It has been requested to refresh existing paint marking on several road segments. Given that the volume of painting requested likely exceeds the capacity of the Street Department since they have a relatively small window when they have time, a private contractor is the best alternative to get the work done. A bid date was originally scheduled in March of 2026, but no bids were received. The attached bid document has been revised from lump sum to unit-price. If approved, bids would be due at 2pm on June 11, 2026.

FINANCIAL INFORMATION

No costs will be incurred to bid the work.

SUGGESTED MOTION

I move to authorize bidding of the 2026 Street Marking project.

SUPPORTING DOCUMENTS

1. ITB- Street Marking, V2
2. Painting TO

Invitation To Bid

City Street Striping and Pavement Marking Project

City of Independence, Kansas

ADVERTISEMENT FOR BIDS

The City of Independence, Kansas, is accepting sealed bids for **street striping and pavement marking on various City streets**.

Bids must be submitted to the Office of the City Clerk, 120 N. 6th Street, Independence, Kansas 67301, on or before **2:00 p.m., June 11, 2026**. Bids shall be enclosed in a sealed envelope clearly marked on the outside **“Street Striping and Pavement Marking Bid.”** If a bid is mailed, the original envelope shall be enclosed in a separate envelope addressed to the City Clerk and marked as stated above. E-mail or fax bids will not be accepted.

The apparent low bid will be evaluated for responsiveness and completeness and presented to the Independence City Commission at a regular meeting for formal action.

A pre-bid meeting is **not required** for this project.

The City reserves the right to accept or reject any or all bids, or to waive any informalities or irregularities as may best serve the interests of the City. No bidder may withdraw a bid for a period of forty-five (45) days after the date and hour set for opening bids.

John Garris
City Engineer

SECTION 1 – INTRODUCTION AND PROJECT SUMMARY

The City of Independence is seeking proposals from qualified contractors to furnish all labor, materials, equipment, and incidentals necessary to complete **street striping and pavement marking on multiple City streets**.

This project consists primarily of repainting existing pavement markings, including centerlines, edge lines, lane lines, turn arrows, stop bars, crosswalks, and other standard traffic control markings. Streets included in this project are shown in the photo documentation provided as part of the bid package.

The total project cost is anticipated to be **less than \$75,000**.

SECTION 2 – SCOPE OF WORK

General Requirements

The Contractor shall provide all labor, materials, traffic control, and equipment required to complete pavement marking in accordance with this RFP.

Work shall include, but is not limited to:

- Re-striping of existing pavement markings on designated City streets
- Pavement surface cleaning and preparation prior to striping
- Layout and application of traffic markings
- Temporary traffic control as required to safely perform the work
- Final cleanup of the work area

Pavement Marking Standards

All pavement marking materials and application methods shall conform to:

- **Kansas Department of Transportation (KDOT) Standard Specifications for State Road and Bridge Construction**, latest edition
- **Manual on Uniform Traffic Control Devices (MUTCD)**, as applicable

Materials

All pavement marking materials shall conform to the **Kansas Department of Transportation (KDOT) Standard Specifications for State Road and Bridge Construction**, latest edition, including **Section 820 – Pavement Marking** and **Section 821 – Glass Beads**, as well as the current **KDOT Approved Materials Lists**.

Acceptable Epoxy Pavement Marking Materials

Pavement markings shall be applied using a **two-component epoxy pavement marking system** approved by KDOT. Acceptable products include, but are not limited to, the following or approved equals:

- Ennis-Flint **HPS-8** or **HPS-2** Epoxy Pavement Marking
- PPG Industries **PSX / Epoxy Pavement Marking System**
- Sherwin-Williams **Fast Track™ Epoxy Pavement Marking**
- 3M or Ozark Materials epoxy pavement marking systems listed on the KDOT Approved Products List

All proposed products must appear on the KDOT Approved Materials List at the time of bid or be approved by KDOT prior to application. Listing of specific manufacturers is for reference only and shall not be construed as proprietary.

The epoxy pavement marking system shall:

- Be a true two-component epoxy material mixed in accordance with the manufacturer's recommendations
- Be suitable for application on both asphalt and Portland cement concrete pavements
- Be capable of meeting KDOT durability and retroreflectivity requirements

Color Requirements

- **White markings** shall comply with KDOT requirements for lane lines, edge lines, crosswalks, stop bars, and pavement symbols.
- **Yellow markings** shall comply with KDOT requirements for centerlines and no-passing zones.
- All colors shall meet KDOT chromaticity and luminance requirements.

Minimum Thickness Requirements

Epoxy pavement markings shall be applied at the following **minimum dry film thicknesses**, unless otherwise required by current KDOT specifications:

- **Line markings (white or yellow):** 20 mils minimum
- **Stop bars, crosswalks, arrows, and symbols:** 25 mils minimum

Thickness shall be measured in accordance with KDOT testing procedures. Markings not meeting minimum thickness requirements shall be replaced at the Contractor's expense.

Glass Beads

- Reflective glass beads shall comply with **KDOT Section 821 – Glass Beads**.
- Beads shall be listed on the KDOT Approved Materials List.
- Beads shall be applied at the manufacturer's recommended rate and in accordance with KDOT specifications to achieve required retroreflectivity.

Application Requirements

- Pavement surfaces shall be clean, dry, and free of debris, oil, dust, curing compounds, and loose material prior to application.
- Application shall occur only when pavement and ambient temperatures, humidity, and weather conditions meet KDOT requirements.
- All materials shall be applied using equipment capable of producing uniform lines with proper bead embedment.
- Markings shall be protected from traffic until sufficiently cured in accordance with manufacturer and KDOT requirements.

Pavement Marking Warranty

The Contractor shall warrant all epoxy pavement markings against failure due to defective materials or workmanship for a period of **one (1) year** from the date of final acceptance by the City.

Failure shall include, but not be limited to:

- Excessive wear
- Peeling, flaking, or delamination
- Loss of adhesion
- Premature loss of retroreflectivity inconsistent with KDOT performance expectations

Any pavement markings found to be defective during the warranty period shall be replaced by the Contractor at no additional cost to the City. Replacement work shall comply with the same specifications and standards as the original installation.

Streets Included

The streets to be striped under this project are illustrated in the document titled **“Paint Areas”**, which contains photographs and general limits of work. Contractors shall review these images prior to submitting a bid and include all associated work in their price. A tabulation of quantities is attached.

Schedule

- Work shall be coordinated with the City Engineer.
- The Contractor shall propose a start date and anticipated completion date.
- All work shall be completed within the time frame approved by the City following notice to proceed.

SECTION 3 – CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for:

- Verifying field conditions prior to striping
- Providing all traffic control and safety measures
- Compliance with all applicable federal, state, and local regulations
- Protection of existing pavement and adjacent property
- Correction of any defective work at no additional cost to the City

SECTION 4 – BID CONTENT

Bids shall include the following information:

1. **Contractor Information** – Company name, address, contact person, phone number, and email.
2. **Experience and Qualifications** – Description of similar projects completed within the past five (5) years.
3. **Materials and Methods** – Confirmation that epoxy paint meeting KDOT specifications will be used.
4. **Project Schedule** – Estimated start and completion dates.
5. **Cost Proposal** – Lump sum bid for all work described in this RFP.
6. **Insurance Documentation** – Proof of required insurance coverage.

SECTION 5 – BONDING REQUIREMENTS

Because the total project cost is expected to be **less than \$75,000, no bid bond, performance bond, or payment bond will be required** for this project.

SECTION 6 – INSURANCE REQUIREMENTS

The Contractor shall provide proof of the following minimum insurance coverage prior to beginning work:

- **Workers' Compensation Insurance** in accordance with Kansas law
- **Commercial General Liability Insurance** with limits of not less than:
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
- **Automobile Liability Insurance** with a combined single limit of \$1,000,000

The City of Independence shall be named as an additional insured. Certificates of insurance shall provide thirty (30) days' written notice prior to cancellation or non-renewal.

SECTION 7 – BID FORM

Street Striping and Pavement Marking Project

3,742 LF of 4" solid WHITE line, _____ per LF, extended _____

36,489 LF of broken 4" WHITE line, _____ per LF, extended _____

205 each 24"by 8' sold WHITE Crosswalk Bar, _____ per each, extended _____

460 LF 24" solid WHITE Stop Line, _____ per LF, extended _____

5,333 LF solid 4" YELLOW Single Line, _____ per LF, extended _____

19,638 LF solid 4" YELLOW Double Line, _____ per LF, extended _____

5,333 LF broken 4" YELLOW line _____ per LF, extended _____

Turn Arrows, WHITE KDOT Standard, Left 82 EA, _____ per each, extended _____

Turn Arrows, WHITE KDOT Standard, Right 10 EA, _____ per each, extended _____

Turn Arrows, WHITE KDOT Standard Straight or Left 3 EA, _____ per each, extended _____

"ONLY", WHITE KDOT Standard 8 EA, _____ per each, extended _____

Total _____

Contractor Name: _____

Address: _____

Authorized Signature: _____

Title: _____ Date: _____

SECTION 8 – TERMS AND CONDITIONS

- The City reserves the right to reject any or all bids.
- Late submissions will not be considered.
- All costs incurred in the preparation of the proposal are the responsibility of the bidder.

CONTACT INFORMATION

For questions or additional information, please contact:

John Garris

City Engineer

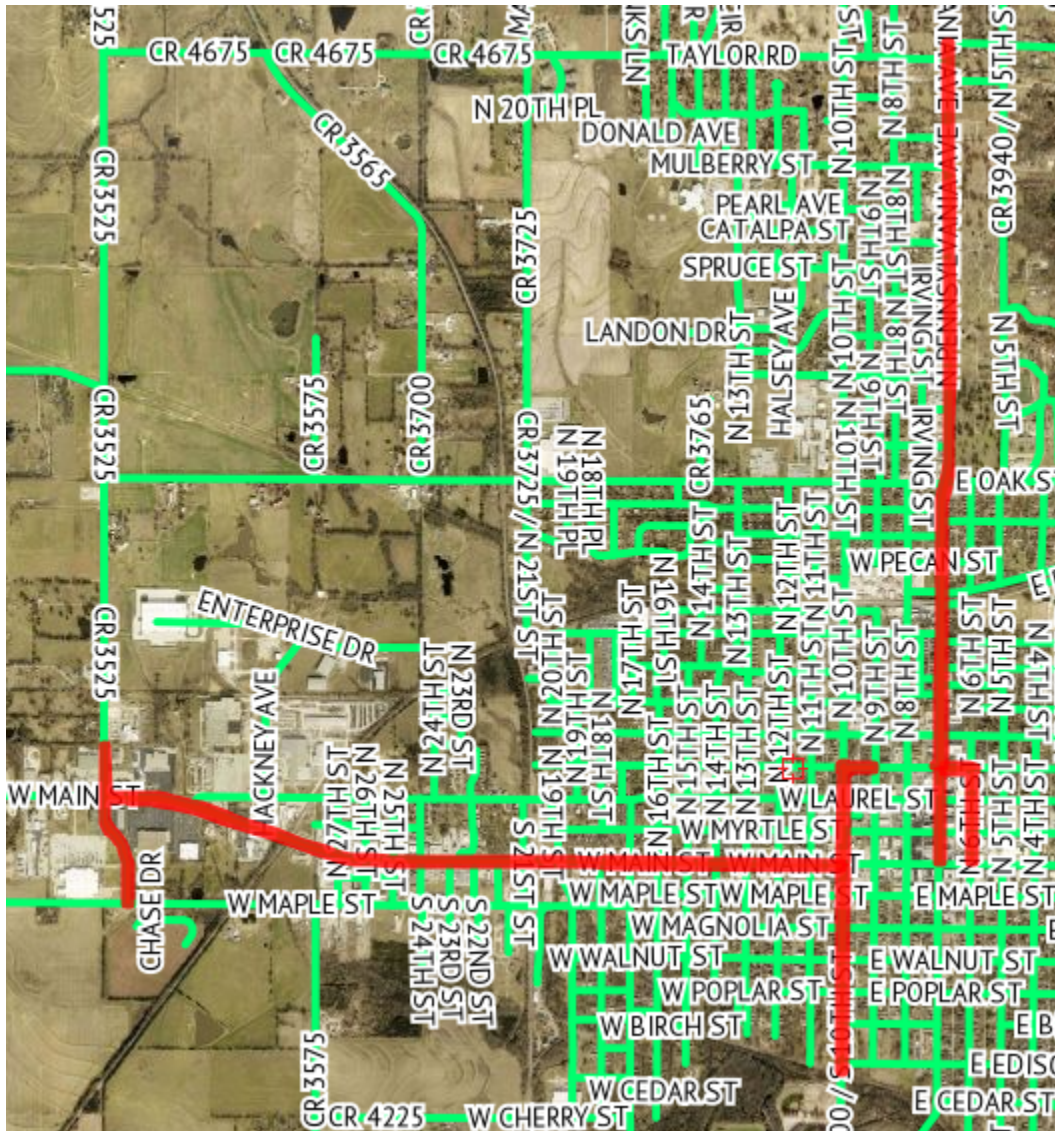
City of Independence

120 N. 6th Street

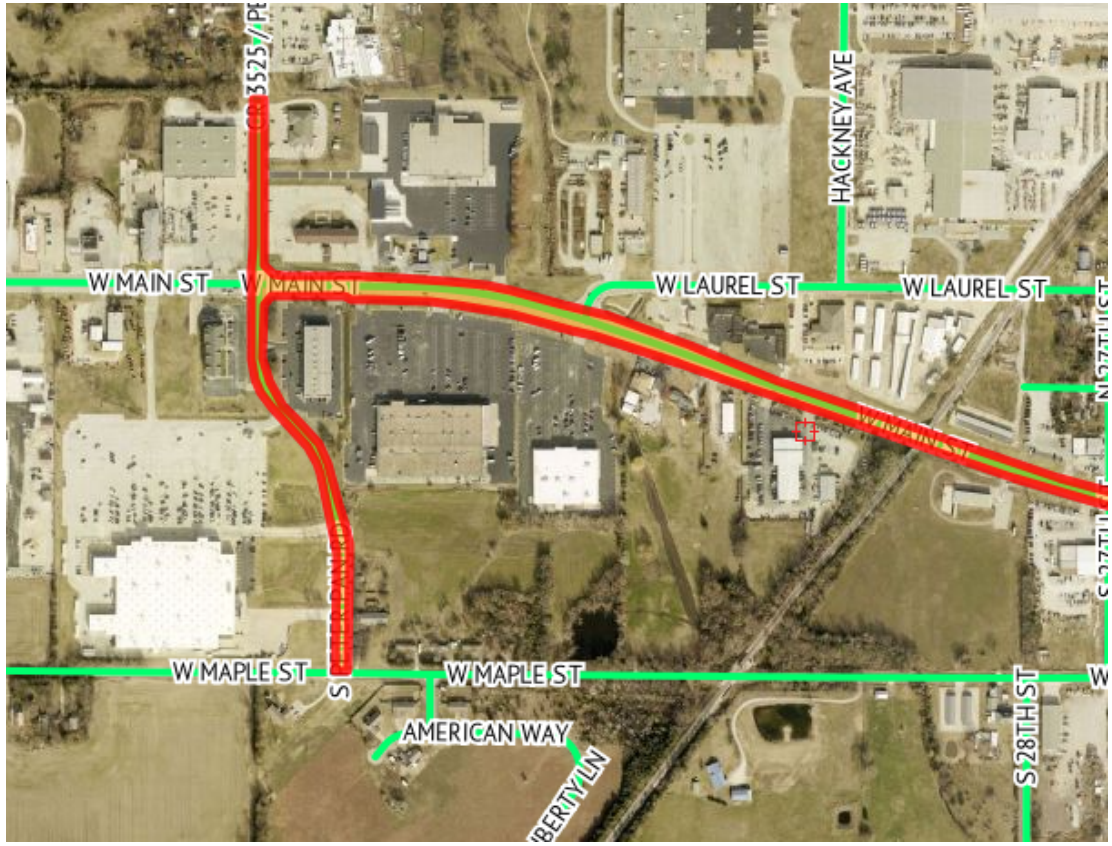
Independence, KS 67301

Email: engineer@independenceks.gov

Streets Included:



Additional Detail:





4" solid WHITE edge line (lf)	4" broken WHITE Lane Line (lf)	24" by 8' Solid WHITE Crosswalk Bar (ea)	24" Solid WHITE Stop Line (lf)	4" Solid YELLOW Single Line (lf)	4" Solid YELLOW Double Line (lf)	4": Broken YELLOW Line (lf)	Turn Arrows, Standard KDOT (ea)	Turn Arrows, Standard KDOT (ea)	Straight or Left Arrows, Standard KDOT	"Only" Standard KDOT
3742	36489	205	460	5333	19638	5333	82	10	3	8

Total:

10th, CL to Main	90	4106	7	26		2053		1		
Main, 10th to 11th	442	167	8	32		305		7		
Main, 11th to 12th		590	25		624		624	4		
Main, 12th to 13th		660	10		660		660	4		
Main, 13th to 14th		650	22		650		650	4		
Main, 14th to 15th		620	10		620		620	4		
Main, 15th to 16th		612	22		612		612	4		
Main, 16th to 17th		590	10		590		590	4		
Main, 17 to Overpass		768	18		400	387	400	4		
Main, Overpass to 23rd		3582				1791				
Main, 23rd to 24th		572				286				
Main, 24th to 25th		550				275				
Main, 25th to 26th		584				292				
Main, 26th to 27th		550				275				
Main, 27th to Laurel	151	3592		45		2213		2	2	
Main, Laurel to Peter Pan	721	2487		83	1177	442	1177	10	4	
Peter Pan, Main to Maple	808					1137		12		
10th, Laurel to Chestnut		400	25			300			4	
Chestnut, 10th to 9th		420				310		3		3
Penn, Chestnut to Laurel				50		290		4		2
Penn, Laurel to Myrtle				50		290		4		2
Penn, Myrtle to Main				25		290		4		2
Penn, Chestnut to Locust	255		8	25		290		5		1
Penn, Locust to Pine		916	9			436				
Penn, Pine to Pine		144				77				
Penn, Pine to Ash		150				53				



Penn, Ash to Cottonwood
 Penn, Cottonwood to Sycamore
 Penn, Sycamore to Sycamore
 Penn, Sycamore to Railroad
 Penn, Railroad to Pecan
 Penn, Pecan to Hickory
 Penn, Hickory to Beech
 Penn, Beech to Beech
 Penn, Beech to Oak
 Penn, Oak to Cypress
 Penn, Cypress to Fir
 Penn, Fir to Willow
 Penn, Willow to Elm
 Penn, Elm to Hackberry
 Penn, Hackberry to Spruce
 Penn, Spruce to Catalpa
 Penn, Catalpa to Mulberry
 Penn, Mulberry to Bermuda
 Penn, Bermuda to Morningside
 Penn, Morningside to Taylor
 Penn, Taylor to Morningside

4" solid WHITE edge line (lf)	4" broken WHITE Lane Line (lf)	24" by 8' Solid WHITE Crosswalk Bar (ea)	24" Solid WHITE Stop Line (lf)	4" Solid YELLOW Single Line (lf)	4" Solid YELLOW Double Line (lf)	4": Broken YELLOW Line (lf)	Turn Arrows, Standard KDOT (ea)	Turn Arrows, Standard KDOT (ea)	Straight or Left Arrows, Standard KDOT	"Only" Standard KDOT
	220				90					
	544				272					
	160				60					
	660				310					
	1034				497					
	620				290					
	340				150					
	240				100					
	550	20	80		275					
	830	11	22		395					
	886				423					
	780				370					
	968				464					
	960				460					
	648				304					
	650				305					
	1866				913					
	700				330					
419	889				1317					
485	234		22		193					
371					328		2			1



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE**

May 14, 2026

Department Park, Zoo & Cemetery

Director Approval Scott Patton

AGENDA ITEM Consider authorizing the Mayor to sign a 90-Day Bid-Time Extension Request for the CDBG project at Riverside Park.

SUMMARY RECOMMENDATION Staff recommends authorizing the Mayor to sign the Bid-Time Extension Request.

BACKGROUND The current Notice of Acceptance timeline for project bids is July 1, 2026. To stay on track for that timeline, the city would need to advertise for bids by May 15th. The contracted engineer for the project is GFT Infrastructure. They have indicated that engineering and design work remains incomplete. Specifically, additional coordination is needed regarding the playground and landscape-related components of the project. GFT has advised that portions of the design associated with these components may need to be subcontracted to Indigo Design, the architect responsible for the original playground concept plan, due to their specialized experience in playground design. To allow adequate time to complete the design and engineering, they are requesting a 90-day extension. This would change the bid process to the following timeline.

Advertise for Bids on or before August 15, 2026

Open Sealed Bids on or before September 15, 2026

Notice of Award (NOA) on or before October 1, 2026

FINANCIAL INFORMATION No financial impact

SUGGESTED MOTION I move to authorize the Mayor to sign the 90-Day Bid-Time Extension Request for the CDBG project at Riverside Park.

SUPPORTING DOCUMENTS

1. Independence Bid Time Extension Request Letter



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

May 14, 2026

To: Kansas Department of Commerce
Attn: Tim Parks, CDBG Project Manager
From: City of Independence
Subject: Request for 90-Day Bid-Time Extension CDBG Project No. 25-PF-009, Independence
Riverside Park Improvements Project

Dear Mr. Parks,

The City of Independence respectfully requests a 90-day extension of the Notice of Award (NOA) deadline associated with CDBG Project No. 25-PF-009. The current NOA deadline is July 1, 2026, and the City is requesting a bid time extension of October 1, 2026.

The City proposes the following revised project timeline:

Advertise for Bids on or before August 15, 2026
Open Sealed Bids on or before September 15, 2026
Notice of Award (NOA) on or before October 1, 2026

The City's contracted engineer, TranSystems, has indicated that engineering design work remains incomplete. Specifically, additional coordination is needed regarding the playground and landscape-related components of the project. TranSystems has advised that portions of the design associated with these components may need to be subcontracted to Indigo Design, the architect responsible for the original playground concept plan, due to their specialized experience in playground design.

The City remains committed to moving the project forward and intends to proceed with the bidding process immediately upon completion of final design documents. Requesting this extension at this time will help ensure the project remains compliant with all applicable CDBG requirements while allowing adequate time for complete and accurate engineering design.

Thank you for your time and continued assistance regarding this project. If you have any questions or need additional information, please contact Brytnee Kepley, Grant Administrator, Southeast Kansas Regional Planning Commission (SEKRPC).

Sincerely,

Dean A. Hayse, Mayor



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE**

May 14, 2026

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider authorizing a Greenbush Energy Group Participation Agreement and Fixed Price Authorization for natural gas procurement for Memorial Hall.

SUMMARY RECOMMENDATION Authorize the City Manager to sign a Greenbush Energy Group Participation Agreement and Fixed Price Authorization, and any other related documentation with WoodRiver Energy.

BACKGROUND City staff has worked with the Greenbush Energy Group for approximately ten years on the procurement of natural gas for City facilities. In past years, this agreement included both Memorial Hall and Building D. Following the sale of Building D, the agreement now applies only to Memorial Hall, which is the City's only facility with sufficient natural gas usage to qualify for participation.

Participation in this program has provided stability in pricing and reduced exposure to market volatility during extreme weather events. The proposed 2026 to 2029 participation agreement differs from prior years in that it establishes a three year fixed price contract covering all natural gas usage at Memorial Hall, eliminating exposure to market price fluctuations, rather than a one year agreement with partial or phased fixed pricing options. Following participation approval, the City will receive a supply agreement from WoodRiver Energy for execution.

FINANCIAL INFORMATION Participation in the Greenbush Energy Group includes the following costs:

- Annual participation fee of \$450 per entity
- Service fee of \$0.06 per Mcf per year based on the previous year's usage

SUGGESTED MOTION I move to authorize the City Manager to sign a Greenbush Energy Group Participation Agreement and Fixed Price Authorization, and any other related documentation with our third party gas supplier, WoodRiver Energy, pending the City Attorney's review and approval.

SUPPORTING DOCUMENTS

1. GBEnergy_Participation_Agreement_2026-2029



**Greenbush Energy Group
Participation Agreement & Fixed Prize Authorization
2026–2029 School Year**

Our District City/County agrees to participate in the **Greenbush Energy Group** for the procurement of natural gas. The associated program costs are outlined below:

Participation Fee:

\$450 annually per participating entity. This fee covers training for personnel, participation in formal solicitation processes from qualified vendors, purchasing recommendations, initial savings analysis, and the establishment of account services. *This fee is non-prorated.*

Service Fee:

\$0.06 per Mcf per year, based on the previous year’s usage. This fee includes market analysis, strategic purchasing support, email updates, legislative and regulatory activity updates, invoice reconciliation, and contract oversight.

All fees will be billed separately by Greenbush.

Please select one of the following options:

I authorize the Greenbush Energy Group to act on our behalf with a fixed price, full requirements natural gas supply agreement with the approved supplier for the 2026–2029 contract term. This authorization will remain in effect for the duration of the supply contract, including any approved extensions.

Our District or City/County will not participate in the Greenbush Energy Group fixed price contract and will pursue alternative procurement methods independently.

(Authorized Signature) (Title) (Date)

(USD or City/County)

Contact Name Phone Email Address

Contact Name Phone Email Address

Please complete and return to Morgan Harris, Southeast Kansas Education Service Center, P.O. Box 189, Girard KS. 66743. Email: morgan.harris@greenbush.org Fax: 620.724.6284.



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE**

May 14, 2026

Department Housing

Director Approval April Nutt

AGENDA ITEM Public Hearing to consider an Ordinance for a Reinvestment Housing investment District for 201 North Penn Avenue.

SUMMARY RECOMMENDATION The Independence Housing Authority recommends approving the ordinance for 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.

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 approve Ordinance No. 4506 establishing a Rural Housing Incentive District for 201 N Penn Avenue

SUPPORTING DOCUMENTS

1. Ordinance 4506 - RHID - 201 N Penn
2. DEVELOPMENT AGREEMENT - 201 N Penn
3. 2026-052 - RHID - 201 N Penn
4. DEVELOPMENT PLAN
5. Exhibit B to Development Plan

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF INDEPENDENCE, KANSAS
HELD ON MAY 14, 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)

Among other business, in accordance with Resolution No. 2026-052 published in the official City newspaper on May 6, 2026, a public hearing was held by the governing body relating to the proposed establishment of a Reinvestment Housing Incentive District within the City and adopting a plan for the development of the District. At the hearing, the project proposed for the District was identified and explained, and the developer that intends to contract with the City to undertake such project was identified and present in person. Following the presentation, all interested persons were afforded an opportunity to present their views on the establishment of the District and the proposed projects. Thereafter the public hearing was closed.

Following the close of the public hearing, there was presented to the governing body an Ordinance entitled:

**AN ORDINANCE OF THE CITY OF INDEPENDENCE, KANSAS,
ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT
WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF
HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING
CERTAIN FINDINGS IN CONJUNCTION THEREWITH (201 N.
PENNSYLVANIA REINVESTMENT HOUSING INCENTIVE DISTRICT).**

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

Yea:

Nay:

The Mayor declared the Ordinance duly passed and the ordinance was duly numbered Ordinance No. ____, was signed by the Mayor and attested by the City Clerk, and was directed to be published one time in the official City newspaper.

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct summary 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)

City Clerk

(Published in the official City newspaper on May 20, 2026)

ORDINANCE NO. 4506

AN ORDINANCE OF THE CITY OF INDEPENDENCE, KANSAS, ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (201 N. PENNSYLVANIA REINVESTMENT HOUSING INCENTIVE DISTRICT).

WHEREAS, 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, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a reinvestment housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of the Kansas Department of Commerce (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a reinvestment housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

WHEREAS, the City Commission (the “Governing Body”) of the City of Independence, Kansas (the “City”) has 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 relating to 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 has heretofore 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 value 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 the public benefit derived from the 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 of the City has heretofore adopted Resolution No. 2026-052, which made a finding that the City is considering establishing the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for May 14, 2026, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on May 14, 2026, after notice was duly published and delivered in accordance with the provisions of the Act; and

WHEREAS, upon and considering the information and public comments received at the public hearing, the Governing Body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

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

Section 1. Findings. The Governing Body hereby finds that notice of the public hearing conducted May 14, 2026, was duly made in accordance with the provisions of the Act.

Section 2. Creation of Reinvestment Housing Incentive District. A Reinvestment Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the following described real property:

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

Together with public rights-of-way adjacent thereto

The District's boundaries do not contain any property not referenced in Resolution No. 2026-052, which provided notice of the public hearing on the creation of the District and adoption of the Plan.

Section 3. Approval of Development Plan. The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby

approved. In addition, the approval of the Development Agreement relating to the District between the City and the counterparty thereto is hereby approved in the form presented with such changes and modifications as may be approved by the City Manager, the City Attorney and the Mayor, the Mayor's execution thereof to demonstrate conclusive evidence of such approval.

Section 4. Adverse Effect on Other Governmental Units. If, within 30 days following the conclusion of the public hearing on May 14, 2026, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

(a) The Board of Education of Unified School District No. 446, Montgomery County, Kansas (Independence) determines by resolution that the District will have an adverse effect on such school district; or

(b) The Board of County Commissioners of Montgomery County, Kansas, determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of either Unified School District No. 446, Montgomery County, Kansas (Independence) or of Montgomery County, Kansas.

Section 5. Further Action. The Mayor, City Clerk, city officials and employees, 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 Ordinance.

Section 6. Effective Date. This Ordinance shall be effective upon its passage by the Governing Body and publication one time in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the Governing Body of the City of Independence, Kansas, and **SIGNED** by the Mayor on May 14, 2026.

(SEAL)

Mayor

ATTEST:

City Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that the Ordinance was passed on May 14, 2026; that the record of the final vote on its passage is found on page ____ of journal ____; and that it was published in the official City newspaper on May 20, 2026.

DATED: _____, 2026.

City Clerk

**DEVELOPMENT AGREEMENT
(201 N. PENNSYLVANIA PROJECT)**

between

CITY OF INDEPENDENCE, KANSAS

and

US FEDERAL PROPERTIES CO., LLC

DATED AS OF MAY 14, 2026

TABLE OF CONTENTS

**ARTICLE I
RULES OF CONSTRUCTION AND DEFINITIONS**

Section 1.01 Rules of Construction1
Section 1.02 Definitions of Words and Terms2

**ARTICLE II
REPRESENTATIONS AND WARRANTIES**

Section 2.01 Representations of the Developer4
Section 2.02 Conditions to the Effectiveness of this Agreement.....5
Section 2.03 Nullification6

**ARTICLE III
THE PROJECT; CONSTRUCTION**

Section 3.01 Project Budget.....6
Section 3.02 Project Improvements6
Section 3.03 Project Schedule6
Section 3.04 Project Design; Governmental Approvals6
Section 3.05 Rights of Access7
Section 3.06 Certificate of Full Completion7

**ARTICLE IV
REIMBURSEMENT OF ELIGIBLE PROJECT COSTS**

Section 4.01 Eligible Project Costs, Generally7
Section 4.02 Developer to Advance Costs; No Bonds Will Be Issued.....7
Section 4.03 RHID Increment Fund; Reimbursement of Eligible Project Costs.....8
Section 4.04 Reimbursement Requests8
Section 4.05 Right to Inspect and Audit9

**ARTICLE V
USE OF THE DISTRICT**

Section 5.01 Land Use Restrictions9
Section 5.02 Ongoing Performance Standards9
Section 5.03 Taxes, Assessments, Encumbrances and Liens10
Section 5.04 Financing During Construction; Rights of Holders10

**ARTICLE VI
ASSIGNMENT; TRANSFER**

Section 6.01 Transfer of Obligations11
Section 6.02 Corporate Reorganization11

**ARTICLE VII
GENERAL COVENANTS**

Section 7.01 Indemnification of City12
 Section 7.02 Insurance12
 Section 7.03 Obligation to Restore13
 Section 7.04 Non-liability of Officials, Employees and Agents of the City13

**ARTICLE VIII
DEFAULTS AND REMEDIES**

Section 8.01 Developer Event of Default13
 Section 8.02 City Event of Default14
 Section 8.03 Remedies Upon a Developer Event of Default14
 Section 8.04 Remedies Upon a City event of Default15
 Section 8.05 Excusable Delays15
 Section 8.06 Legal Actions15

**ARTICLE IX
GENERAL PROVISIONS**

Section 9.01 Mutual Assistance15
 Section 9.02 Effect of Violation of the Terms and Provisions of this Agreement;
 No Partnership15
 Section 9.03 Time of Essence16
 Section 9.04 Amendments16
 Section 9.05 Agreement Controls16
 Section 9.06 Conflicts of Interest.....16
 Section 9.07 Term16
 Section 9.08 Validity and Severability17
 Section 9.09 Required Disclosures17
 Section 9.10 Tax Implications17
 Section 9.11 Authorized Parties.....17
 Section 9.12 Notice.....17
 Section 9.13 Kansas Law17
 Section 9.14 Counterparts.....17
 Section 9.15 Recordation of Agreement.....18
 Section 9.16 Consent or Approval18
 Section 9.17 Electronic Transactions.....18
 Section 9.18 Cash Basis and Budget Laws.....18

Exhibit A Legal Description and Map of District
 Exhibit B Form of Certificate of Eligible Project Costs
 Exhibit C Form of Certificate of Full Completion
 Exhibit D Project Budget

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is into by and among the **CITY OF INDEPENDENCE, KANSAS**, a municipal corporation duly organized and existing under the laws of the State of Kansas (the “City”) and **US FEDERAL PROPERTIES CO., LLC**, a Missouri limited liability company (the “Developer”). The Developer and the City are each a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, on May 14, 2026, the City passed Ordinance No. [_____] creating a Reinvestment Housing Incentive District (the “District”) and approving a Development Plan (the “Development Plan”) pursuant to K.S.A. 12-5241 *et seq.* (the “RHID Act”); and

WHEREAS, the District consists of property generally located at the northeast corner of the intersection of N. Pennsylvania Avenue and W. Myrtle Street in the City, bears an address of 201 N. Pennsylvania Avenue, and is legally described and depicted on **Exhibit A** attached hereto; and

WHEREAS, the City and the Developer desire to enter into this Agreement to address matters related to development of the District, the implementation of the Development Plan, and payment of Eligible Project Costs.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement.

- A. The terms defined in this Article include the plural as well as the singular.
- B. All accounting terms not otherwise defined herein will have the meanings assigned to them, and all computations herein provided for will be made, in accordance with generally accepted accounting principles.
- C. All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- D. All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- E. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

F. The Article and Section headings herein are for convenience only and will not affect the construction hereof.

G. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section. The provisions of the Development Plan, and such resolutions and ordinances of the City adopted by the City Commission which designate the District and adopt the Development Plan, and the provisions of the RHID Act, as amended, are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof.

Section 1.02. Definitions of Words and Terms. Capitalized words used in this Agreement will have the meanings set forth in the Recitals to this Agreement or they will have the following meanings:

“**Agreement**” means this Development Agreement, as amended from time to time.

“**Certificate of Eligible Project Costs**” means a certificate relating to Eligible Project Costs in substantially the form attached hereto as **Exhibit B**.

“**Certificate of Full Completion**” means a certificate evidencing Full Completion of the Project, in substantially the form attached hereto as **Exhibit C**.

“**City**” means the City of Independence, Kansas.

“**City Event of Default**” means any event or occurrence defined in **Section 8.02** of this Agreement.

“**City Representative**” means the City Manager of the City, and such other person or persons at the time designated to act on behalf of the City in matters relating to this Agreement.

“**Construction Plans**” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“**County**” means Montgomery County, Kansas.

“**Developer**” means US Federal Properties Co., LLC a Missouri limited liability company, and any successors and assigns approved pursuant to this Agreement.

“**Developer Event of Default**” means any event or occurrence defined in **Section 8.01** of this Agreement.

“**Development Plan**” means the Development Plan for the District which was approved by the City pursuant to Ordinance No. [____].

“**District**” means the 201 N. Pennsylvania Reinvestment Housing Incentive District created by the City pursuant to Ordinance No. [____] and the RHID Act, and legally described and depicted on **Exhibit A** hereto.

“**Eligible Project Costs**” means that portion of the costs of the Project which are reimbursable to the Developer pursuant to the provisions of K.S.A. 12-5249, including associated legal, engineering and project finance costs, all as more specifically described on **Exhibit D** attached hereto and incorporated herein by this reference.

“**Event of Default**” means any City Event of Default or Developer Event of Default, as applicable.

“**Excusable Delays**” means any delay beyond the reasonable control of the Party affected, caused pandemics and large scale medical emergencies, damage or destruction by fire or other casualty, power failure, strike, shortage of materials, unavailability of labor, delays in the receipt of Permitted Subsequent Approvals as a result of unreasonable delay on the part of the applicable Governmental Authorities, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which include but is not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

“**Governmental Approvals**” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Project and consistent with the Development Plan, the Site Plan, and this Agreement.

“**Governmental Authorities**” means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

“**Pay As You Go**” has the meaning set forth in Section 4.02.

“**Permitted Subsequent Approvals**” means the building permits and other Governmental Approvals customarily obtained prior to construction which have not been obtained on the date that this Agreement is executed, which the City or other governmental entity has not yet determined to grant.

“**Plans**” means Site Plans, Construction Plans and all other Governmental Approvals necessary to construct the Project in accordance with City Code, applicable laws of Governmental Authorities and this Agreement.

“**Project**” means the renovation of existing buildings more than 25 years of age and located within a central business district into a multifamily residential complex consisting of 10-15 units.

“**Project Budget**” means the project budget as set forth in Exhibit D hereto.

“**RHID Act**” means K.S.A. 12-5241 *et seq.*, as amended and supplemented from time to time.

“**RHID Increment Fund**” means the 201 N. Pennsylvania RHID Increment Fund, created pursuant to the RHID Act and Section 4.03 hereof.

“**RHID Incremental Tax Revenues**” means that amount of eligible ad valorem taxes paid from the Montgomery County Treasurer to the Treasurer of the City pursuant to K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District and construction of the Project.

“**RHID Term**” means the timeframe commencing the date the ordinance approving the Development Plan becomes effective to the earlier of (i) 25 years from such date, or (ii) payment to Developer of all Eligible Project Costs, unless otherwise terminated in accordance with the terms of this Agreement.

“**Site Plans**” means the final site plan for the District submitted by the Developer to the City and approved by the City pursuant to applicable City ordinances, regulations and City Code provisions, which may be approved as a whole or approved in phases or stages.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations of the Developer.

The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer’s knowledge:

A. **Corporate Organization.** The Developer is duly organized and existing under the laws of the State of Kansas. Throughout the term of this Agreement, the Developer agrees to remain in good standing and authorized to do business in the State of Kansas.

B. **Due Authority.** The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

C. **No Defaults or Violation of Law.** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

D. **No Litigation.** No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Project, the Developer or any officer, director, member or shareholder of the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

E. **No Material Change.** (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer’s ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

F. **Governmental or Corporate Consents.** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, other than Permitted Subsequent Approvals.

G. **No Default.** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

H. **Approvals.** Except for Permitted Subsequent Approvals, the Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Except for Permitted Subsequent Approvals, the Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. The Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

I. **Construction Permits.** Except for Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Project to be constructed.

J. **Compliance with Laws.** The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

K. **Other Disclosures.** The information furnished to the City by the Developer (including through any of Developer's representatives) in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

L. **Project.** The Developer represents and warrants that the District is sufficient to construct the Project as contemplated in the Development Plan and this Agreement.

Section 2.02. Conditions to the Effectiveness of this Agreement. Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer will submit the following documents to the City:

A. A copy of the Developer's organizational documents, certified by the Secretary of State of the State of Kansas; and

B. A certified copy of the Developer's operating agreement; and

C. A Certificate of Good Standing for the Developer, certified by the Secretary of State of the State of Missouri within the preceding 90 days; and

D. A tax clearance certificate for the Developer issued by the Kansas Department of Revenue within the preceding 90 days.

Section 2.03. Nullification. This Agreement will be void if the District is nullified in the manner set forth in K.S.A. 12-5246.

ARTICLE III

THE PROJECT; CONSTRUCTION

Section 3.01. Project Budget. The Project will be constructed substantially in accordance with the Project Budget attached as **Exhibit D** hereto.

Section 3.02. Project Improvements. The Developer will complete or cause to be completed the Project improvements within the District, including all improvements appurtenant thereto.

Section 3.03. Project Schedule.

A. Within 12 months following the execution of this Agreement, Developer will commence or cause to be commenced and will promptly thereafter diligently prosecute to completion the construction of the Project.

B. Within 36 months following the commencement of construction, Developer will complete the Project.

C. The completion of the Project will be evidenced by Developer's delivery of a Certificate of Full Completion in accordance with **Section 3.06** of this Agreement.

D. Subject to Excusable Delays, once the Developer has commenced construction of the Project, Developer will not permit cessation of work on the Project for a period in excess of 45 consecutive working days or 90 days in the aggregate (but excluding weekends and holidays) without prior written consent of the City.

Section 3.04. Project Design; Governmental Approvals.

A. The District will be developed, and the Project constructed, in accordance with the Development Plan, this Agreement, and the Plans submitted by the Developer and approved by the City. Any "substantial changes" must be mutually agreed upon in writing among the Developer and the City and will be made only in accordance with the RHID Act.

B. Before commencement of construction or redevelopment of any buildings, structures or other work or improvements, the Developer will, at its own expense, secure or cause to be secured any and all permits and approvals (including but not limited approvals related to the site plan, zoning, planning and platting approvals) which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The City will cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and will diligently process, review and consider all such permits and approvals as may be required by law; except provided that the City will not be required to issue any such permits or approval for any portion of the Project not in conformance with the Development Plan or this Agreement.

C. Before commencement of construction or development of any public improvements necessary to serve the District, the Developer will, at its own expense, provide, or cause to be provided, to the City engineered drawings for the proposed sanitary sewer, water, storm sewer, street, curbing, sidewalk,

and any other public infrastructure improvements necessary within the District and the extension of sanitary sewer and water improvements to serve the District. The submitted drawings must be approved by the City prior to the commencement of any work and will be in accordance with City guidelines, City Code, and any applicable State and Federal Regulations. All public improvements will be located in the public right of way or properly recorded easements.

D. Certificates of occupancy for structures within the District will be granted in accordance with City Code. Nothing in this Agreement will constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City Code and applicable State law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement requires the reasonable exercise of the City's discretionary zoning authority by the City's Planning Commission and governing body in accordance with City Code and applicable State law.

Section 3.05. Rights of Access. Representatives of the City will have the right of access to the Project, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, improving, equipping, repairing and installing the Project, so long as they comply with all safety rules. Except in case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City will carry proper identification, will insure their own safety, assuming the risk of injury, and will not interfere with the construction activity.

Section 3.06. Certificate of Full Completion.

A. Promptly after completion of the Project in accordance with the provisions of this Agreement, Developer will submit a Certificate of Full Completion to the City in substantially the form attached as **Exhibit C**. "Full completion" means that Developer has completed the Project in a manner consistent with the Development Plan.

B. The City will, within 30 days following receipt of the Certificate of Full Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Full Completion. The City's execution of the Certificate of Full Completion will constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the Project. If the City has not executed or rejected said Certificate in writing within 45 days following receipt, the Certificate will be deemed approved.

ARTICLE IV

REIMBURSEMENT OF ELIGIBLE PROJECT COSTS

Section 4.01. Eligible Project Costs, Generally. In consideration for the Developer's agreement to construct the Project, and subject to the terms of this Agreement, the City agrees to reimburse Developer for Eligible Project Costs. The City will only be obligated to reimburse Developer from available RHID Incremental Tax Revenues and will have no obligation to reimburse Developer from any other source of funds.

Section 4.02. Developer to Advance Costs; No Bonds Will Be Issued. The Developer agrees to advance all Eligible Project Costs as necessary to complete the Project. No general obligation or special

obligation bonds will be issued by the City for the Project (other than industrial revenue bonds). Developer may be reimbursed by the City for Eligible Project Costs from RHID Incremental Tax Revenues as funds are collected (the “Pay As You Go” method), and the City will have no obligation to reimburse Developer from any other source of funds.

Section 4.03. RHID Increment Fund; Reimbursement of Eligible Project Costs.

A. ***Creation of Fund; Deposit of Incremental Tax Revenues.*** The City will establish and maintain a separate fund and account known as the 201 N. Pennsylvania RHID Increment Fund (the “RHID Increment Fund”). All RHID Incremental Tax Revenues will be deposited into the RHID Increment Fund.

B. ***Reimbursement from the RHID Increment Fund.*** All disbursements from the RHID Increment Fund will be made only to pay or reimburse payment of Eligible Project Costs. The City will have sole control of the disbursements from the RHID Increment Fund. To the extent that the Developer has certified Eligible Project Costs that remain unreimbursed, and RHID Incremental Tax Revenues are available in the RHID Increment Fund, such disbursements will be made on a Pay As You Go basis no more than **twice annually**, such payments due on each February 10 and August 10 during the RHID Term; provided, no disbursements will be made to Developer from the RHID Increment Fund until a Certificate of Full Completion is executed by the City. The City will have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Montgomery County Treasurer pursuant to the provisions of K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District.

Section 4.04. Reimbursement Requests.

A. ***Form for Requests.*** All requests for reimbursement of Eligible Project Costs will be made in a Certificate of Eligible Project Costs submitted by the Developer in substantial compliance with the form attached hereto as **Exhibit B.**

B. ***Reimbursement Requests.*** Developer may submit Certificates of Eligible Project Costs no more frequently than every six months.

C. ***Actual Costs Incurred.*** The Developer will submit Certificates of Eligible Project Costs only for such costs actually incurred by the Developer.

D. ***Evidence of Eligible Project Costs.*** The Developer will provide itemized invoices, receipts or other information reasonably requested, if any, to confirm that costs submitted in any Certificate of Eligible Project Costs have been paid and qualify as Eligible Project Costs and will further provide a summary sheet detailing the costs requested to be reimbursed. Such summary sheet will show the date such cost was paid, the payee, a brief description of the type of cost paid, and the amount paid. The Developer will provide such additional information as reasonably requested by the City to confirm that such costs have been paid and qualify as Eligible Project Costs.

E. ***City Inspection.*** The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certificate of Eligible Project Costs is submitted to examine the Developer’s and others’ records regarding all expenses related to the invoices to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

F. ***City Review of Eligible Project Costs.*** The City will have 30 calendar days after receipt of any Certificate of Eligible Project Costs to review and respond by written notice to the Developer. If the submitted Certificate of Eligible Project Costs and supporting documentation demonstrates that (1) the

request relates to the Eligible Project Costs and is permitted under this Agreement; (2) the expense has been paid; (3) Developer is not in material default under this Agreement or any other agreement between the Developer and the City; and (4) there is no fraud on the part of the Developer, then the City will approve the Certificate of Eligible Project Costs and make, or cause to be made, reimbursement to Developer from the RHID Increment Fund in accordance with the terms of this Agreement, within 30 days of the City's approval of the Certificate of Eligible Project Costs (provided money is then available in the fund to pay such approved reimbursement). If the City reasonably disapproves of the Certificate of Eligible Project Costs, the City will notify the Developer in writing of the reason for such disapproval within such 30-day period. The Developer may revise and resubmit the Certificate of Eligible Project Costs, and the City will review and approve (or disapprove) the revised certificate in accordance with this Section. Approval of a Certificate of Eligible Project Costs will not be unreasonably withheld.

Section 4.05. Right to Inspect and Audit. The Developer agrees that, up to one year after the later of completion of the Project or the City's approval of any Certificate of Eligible Project Costs, the City, with reasonable notice and during normal business hours, will have the right and authority to review, audit, and copy, from time to time, all the Developer's books and records relating to the Eligible Project Costs (including, but not limited to, all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices).

ARTICLE V

USE OF THE DISTRICT

Section 5.01. Land Use Restrictions. At all times while this Agreement is in effect, the Developer agrees that the Project will be utilized in conformance with City Code and zoning requirements and all other types of land uses are prohibited in the Project or on the property within the District.

Section 5.02. Ongoing Performance Standards. The Project must achieve the following ongoing performance standards:

A. ***Continuous Operation.*** The Project may not suffer an interruption in its operations longer than 60 consecutive days or 120 days in any calendar year in the aggregate, subject to force majeure or other Excusable Delays. If the Project's operations are interrupted in violation of this Section, the City can cease payment of all remaining incentives, including for reimbursement of Certificates of Eligible Project Costs previously submitted, and terminate this Agreement.

B. ***Maintenance.*** Developer will maintain the Project, public access drives, the parking areas, the private road network, landscape areas, and open space areas within the District to the reasonable satisfaction of the City. Developer will repair any and all damage to such areas in a timely manner in accordance with all applicable codes and property maintenance standards required by the City.

C. ***Operations.*** The Project will comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer will, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Project, including but not limited to obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses.

Section 5.03. Taxes, Assessments, Encumbrances and Liens.

A. So long as the Developer holds any interest in the real property within the District, the Developer will pay when due all real estate taxes and assessments on such property within the District. Nothing herein will be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto. The Developer and any other owners of real property interests in the District will promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's or such other owners' property within the District.

B. Subject to **Section 5.04**, Developer agrees that no mechanics' or other liens will be established or remain against the Project, or the funds in connection with any of the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer will not be in default if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. The Developer hereby agrees and covenants to indemnify and hold harmless the City in the event any liens are filed against the Project as a result of acts of the Developer, its agents or independent contractors.

Section 5.04. Financing During Construction; Rights of Holders.

A. ***No Encumbrances Except Mortgages during Construction.*** Notwithstanding any other provision of this Agreement, mortgages are permitted for the acquisition, construction, renovation, improvement, equipping, repair and installation of the Project and to secure permanent financing thereafter. However, nothing contained in this paragraph is intended to permit or require the subordination of general property taxes, special assessments or any other statutorily authorized governmental lien to be subordinate in the priority of payment to such mortgages.

B. ***Holder Not Obligated to Construct Improvements.*** The holder of any mortgage authorized by this Agreement will not be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor will any covenant or any other provision in the deed for the Project be construed so to obligate such holder. Nothing in this Agreement will be deemed to construe, permit or authorize any such holder to devote the Project to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

C. ***Notice of Default to Mortgage Holders; Right to Cure.*** With respect to any mortgage granted by Developer as provided herein, whenever the City delivers any notice or demand to Developer with respect to any breach or default by the Developer in completion of construction of the Project, the City will at the same time deliver to each holder of record of any mortgage authorized by this Agreement a copy of such notice or demand, but only if City has been requested to do so in writing by Developer. Each such holder will (insofar as the rights of the City are concerned) have the right, at its option, within 60 days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement will be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Project or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to and with the City. The holder, in that event, must agree to complete, in the manner provided in this Agreement, that portion of the Project to which the lien or title of such holder relate, and submit

evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations.

D. **Construction Period.** The restrictions on Developer financing in this Section are intended to and apply only to financing during the construction period of the Project and any financing obtained in connection therewith. Nothing in this Agreement is intended or will be construed to prevent the Developer from obtaining any financing for the Project or any aspect thereof.

ARTICLE VI

ASSIGNMENT; TRANSFER

Section 6.01. Transfer of Obligations.

A. The rights, duties and obligations hereunder of the Developer may not be assigned, in whole or in part, to another entity, without the prior approval of the City Commission by resolution following verification by the City Attorney that the assignment complies with the terms of this Agreement. Any proposed assignee will have qualifications and financial responsibility, as reasonably determined by the City Manager, necessary and adequate to fulfill the obligations of the Developer with respect to the portion of the Project being transferred. Any proposed assignee must, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of the Project, such obligations, conditions and restrictions to the extent that they relate to such portion). The Developer will not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer.

B. The Parties' obligations pursuant to this Agreement, unless earlier satisfied, will inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective Parties as if they were in every case specifically named and will be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no tenant of any part of the Project will be bound by any obligation of the Developer solely by virtue of being a tenant; provided, however, that no transferee or owner of property interests within the Project except the Developer will be entitled to any rights whatsoever or claim upon the RHID Incremental Tax Revenues as set forth herein.

C. The foregoing restrictions on assignment, transfer and conveyance will not apply to any security interest granted to secure indebtedness to any construction or permanent lender.

Section 6.02. Corporate Reorganization. Nothing herein will prohibit (or require City approval to allow) Developer from forming additional development or ownership entities to replace or joint venture with Developer for the purpose of business and/or income tax planning; provided that Developer, or an entity controlled by Developer or members thereof, owns not less than 51% of any new or restructured company.

ARTICLE VII

GENERAL COVENANTS

Section 7.01. Indemnification of City.

A. Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (collectively, the “City Indemnified Parties”) harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorney’s fees, resulting from, arising out of, or in any way connected with:

1. The Developer’s actions and undertaking in implementation of the Project or this Agreement; and
2. The negligence or willful misconduct of Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment, construction, and operation of the Project.
3. Any delay or expense resulting from any litigation filed against the Developer by any member or shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor.

This section will not apply to willful misconduct or gross negligence of the City or its officers, employees or agents. This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act (“RCRA”; 42 U.S.C. Section 6901 et seq.) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer’s activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify City from liability.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an “Action”) is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties will give prompt notice to the Developer of the occurrence of such event.

C. The right to indemnification set forth in this Agreement will survive the termination of this Agreement.

Section 7.02. Insurance. Developer will maintain or cause to be maintained insurance with respect to the Project covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker’s compensation and general liability) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect the Developer and the Project.

Throughout the term of this Agreement, Developer agrees to provide the City upon request evidence of property insurance and a certificate of liability insurance demonstrating compliance with this **Section 7.02**.

Section 7.03. Obligation to Restore.

A. ***Restoration of Project by Developer.*** The Developer hereby agrees that if any portion of the Project owned by Developer, or controlled by the Developer or the principals of the Developer, becomes damaged or destroyed, in whole or in part, by fire or other casualty, the Developer will promptly restore, replace or rebuild the same, or will promptly cause the same to be restored, replaced or rebuilt, to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the City, which approval will not be unreasonably withheld. In the event of damage or destruction by fire or other casualty to any of the Project owned by Developer, or controlled by the Developer or the principals of the Developer, irrespective of the amount of such damage or destruction, Developer will make the property safe and in compliance with all applicable laws as provided herein.

B. ***Restoration of Project by Third Parties.*** If any portion of the Project controlled by an owner, lessee or sublessee other than Developer becomes damaged or destroyed, in whole or in part, by fire or other casualty, such owner, lessee or sublessee will promptly restore, replace or rebuild the same (or will promptly cause the same to be restored, replaced or rebuilt) to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the Developer and the City, which approval will not be unreasonably withheld. This obligation will be a covenant running with the land and will be enforceable against all businesses operating in the Project and will only terminate upon the passage by the City of an ordinance terminating this Agreement or the expiration of this Agreement. Every owner, lessee, sublessee or occupant in the Project acknowledges, by accepting a deed, lease, sublease or other occupancy right in the Project, that the City is an intended third-party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against such owner, lessee, sublessee or occupant.

C. ***Enforcement.*** The restrictions set forth in this Section are for the benefit of the City and may be enforced by the City by a suit for specific performance or for damages, or both.

Section 7.04. Non-liability of Officials, Employees and Agents of the City. No recourse will be had for the reimbursement of the Eligible Project Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

ARTICLE VIII

DEFAULTS AND REMEDIES

Section 8.01. Developer Event of Default. A “**Developer Event of Default**” means a default in the performance of any obligation or breach of any covenant or agreement of the Developer in this Agreement and continuance of such default or breach for a period of 30 days after City has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and Developer is diligently attempting to remedy such default or breach, such

default or breach will not constitute a Developer Event of Default if Developer promptly upon receipt of such notice diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch. Default or breach of any other contract, lease, or agreement between the City and the Developer will also constitute a “Developer Event of Default” under this Agreement.

Section 8.02. City Event of Default. A “City Event of Default” means a default in the performance of any obligation or breach of any covenant or agreement of the City in this Agreement and continuance of such default or breach for a period of 30 days after there has been given to the City by the Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach will not constitute a City Event of Default if the City immediately upon receipt of such notice diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch.

Section 8.03. Remedies Upon a Developer Event of Default.

A. Upon the occurrence and continuance of a Developer Event of Default, the City will have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The City will have the right to terminate this Agreement or terminate Developers’ rights under this Agreement.

2. The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default.

B. Upon termination of this Agreement for any reason, the City will have no obligation to reimburse Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer.

C. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Developer will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City will continue as though no such proceeding had been instituted.

D. The exercise by the City of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City will apply to obligations beyond those expressly waived.

E. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section will not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Developer will be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 8.04. Remedies Upon a City Event of Default.

A. Upon the occurrence and continuance of a City Event of Default the Developer will have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The Developer will have the right to terminate the Developer's obligations under this Agreement;

2. The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting from such City Event of Default.

B. If the Developer has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Developer, then and in every case the Developer and the City will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Developer will continue as though no such proceeding had been instituted.

C. The exercise by the Developer of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Developer will apply to obligations beyond those expressly waived.

D. Any delay by the Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph will not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the Developer of any specific default by the Developer will be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 8.05. Excusable Delays. Neither the City nor the Developer will be deemed to be in default of this Agreement because of an Excusable Delay.

Section 8.06. Legal Actions. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Montgomery County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

ARTICLE IX

GENERAL AND SPECIAL PROVISIONS

Section 9.01. Mutual Assistance. The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.

Section 9.02. Effect of Violation of the Terms and Provisions of this Agreement; No Partnership. The City is deemed the beneficiary of the terms and provisions of this Agreement, for and

in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement will run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Project or the District. The City will have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein will be construed as creating a partnership between the Developer and the City.

Section 9.03. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 9.04. Amendments. This Agreement may be amended only by the mutual consent of the Parties, by the adoption of a resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

Section 9.05. Agreement Controls. The Parties agree that the Development Plan will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Project, the payment of Eligible Project Costs and all other methods of implementing the Development Plan. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in the Development Plan and that expand upon the estimated and anticipated sources and uses of funds to implement the Development Plan. Nothing in this Agreement will be deemed an amendment of the Development Plan. Except for (i) any lease agreement between the City and the Developer related to property located within the boundaries of the District or (ii) as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

Section 9.06. Conflicts of Interest.

A. No member of the City's governing body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings will participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest will immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed.

B. The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 9.07. Term. Unless earlier terminated as provided herein, this Agreement will remain in full force and effect until the expiration of the RHID Term.

Section 9.08. Validity and Severability. It is the intention of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies of State of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof will not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement will be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 9.09. Required Disclosures. The Developer will immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 9.10. Tax Implications. The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

Section 9.11. Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request will be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by any officer of Developer so authorized; and any person will be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party will have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent or approval of the City Commission before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

Section 9.12. Notice. All notices and requests required pursuant to this Agreement will be sent as follows:

To the City:

City Manager
City of Independence, Kansas
120 N. 6th Street
Independence, Kansas 67031

With a copy to:
Gilmore & Bell, P.C.
Attn: Mitch Walter
100 N. Main, Suite 800
Wichita, Kansas 67202

To the Developer:

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

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices will be deemed effective on the third day after mailing; all other notices will be effective when delivered.

Section 9.13. Kansas Law. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

Section 9.14. Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same agreement.

Section 9.15. Recordation of Agreement. The Parties agree to execute and deliver an original of this Agreement and any amendments or supplements hereto, in proper form for recording and/or indexing in the appropriate land or governmental records, including, but not limited to, recording in the real estate records of Montgomery County, Kansas. This Agreement will be promptly recorded by the City at Developer's cost after execution, and proof of recording will be provided to the Developer.

Section 9.16. Consent or Approval. Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance will not be unreasonably withheld, conditioned or unduly delayed.

Section 9.17. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 9.18. Cash Basis and Budget Laws. The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

*[Remainder of page left blank intentionally
Signature pages to follow]*

THIS AGREEMENT has been executed as of the date first hereinabove written.

CITY OF INDEPENDENCE, KANSAS

Mayor

(SEAL)

ATTEST:

City Clerk

US FEDERAL PROPERTIES CO., LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION AND MAP OF DISTRICT

Legal Description of District:

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

Together with public rights-of-way adjacent thereto

Map of District:



EXHIBIT B

FORM OF CERTIFICATE OF ELIGIBLE PROJECT COSTS

CERTIFICATE OF ELIGIBLE PROJECT COSTS

TO: City of Independence, Kansas
Attention: City Manager

Re: 201 N. Pennsylvania RHID

Terms not otherwise defined herein will have the meaning ascribed to such terms in the Development Agreement dated as of May 14, 2026 (the "Agreement") between the City and the Developer.

In connection with the Agreement, the undersigned hereby states and certifies that:

1. Attached hereto as *Schedule 1* is (a) a summary sheet detailing costs requested to be reimbursed; and (b) itemized invoices, receipts or other information confirming that such costs have been paid by US Federal Properties Co., LLC ("Developer") and qualifies as an Eligible Project Cost, all as required by **Section 4.04** of the Agreement.
2. Each item listed on *Schedule 1* hereto is an Eligible Project Cost and was incurred after May 14, 2026 in connection with the construction of the Project.
3. These Eligible Project Costs have been paid by Developer and are reimbursable under the Agreement.
4. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the RHID Increment Fund, and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
8. Developer is not in default or breach of any term or condition of the Agreement or any other agreement between the Developer and the City, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.
9. All of Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20 ____.

US FEDERAL PROPERTIES CO., LLC

By: _____

Printed Name: _____

Title: _____

Approved for Payment this ___ day of _____, 20 ____.

CITY OF INDEPENDENCE, KANSAS

By: _____

Title: _____

EXHIBIT C

FORM OF CERTIFICATE OF FULL COMPLETION

*Pursuant to **Section 3.06** of the Agreement, the City will, within 30 days following delivery of this Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in this Certificate.*

CERTIFICATE OF FULL COMPLETION

The undersigned, US Federal Properties Co., LLC (the “Developer”), pursuant to that certain Development Agreement dated as of May 14, 2026, between the City of Independence, Kansas (the “City”) and the Developer (the “Agreement”), hereby certifies to the City as follows:

Terms not otherwise defined herein will have the meaning ascribed to such terms in the Development Agreement.

1. That as of _____, 20____, the construction, renovation, repairing, equipping and constructing of the Project (as such term is defined in the Agreement) has been completed in accordance with the Agreement.

2. The Project has been completed in a workmanlike manner and in accordance with the Construction Plans.

3. Lien waivers for the Project have been obtained, or, to the extent that a good faith dispute exists with respect to the payment of any construction cost with respect to the Project, Developer has provided the City with a bond or other security reasonably acceptable to the City.

4. This Certificate of Full Completion is accompanied by (a) the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein), ratifying that the Project has been substantially completed in accordance with the Agreement; and (b) a copy of the Certificate(s) of Occupancy issued by the City building official with respect to each building to be constructed as part of the Project.

5. This Certificate of Full Completion is being issued by Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to the Project.

6. The City’s acceptance and the recordation of this Certificate with the Montgomery County Register of Deeds will evidence the satisfaction of the Developer’s agreements and covenants to construct the Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20_____.

US FEDERAL PROPERTIES CO., LLC

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF INDEPENDENCE, KANSAS

By: _____

Name: _____

Title: _____

(Insert Notary Form(s) and Legal Description)

EXHIBIT D

PROJECT BUDGET

RHID ELIGIBLE EXPENSES

Category	Estimated Amount	RHID Eligible Amount
Ground level and commercial expenses	\$ 400,000	\$ 0
Upper Floor Improvements/Remodeling	3,500,000	3,430,000
Miscellaneous & City Expenses	10,000	10,000
Total	\$3,910,000	\$3,440,000



State of Kansas, Montgomery County
 This instrument was filed for
 Record on March 27, 2026 11:54 AM
 Recorded in Book 755 Page 1173- 1182
 Fee: \$0.00 202600919



Marilyn Calhoun
 Marilyn Calhoun, Register of Deeds

(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 heretofore 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

(SEAL)



ATTEST:


City Clerk

Mayor

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**

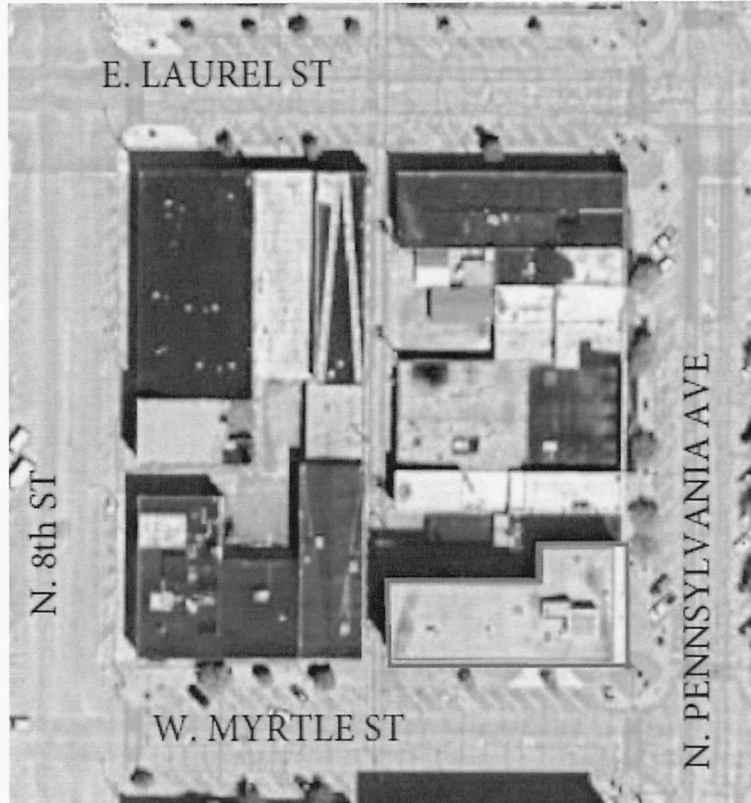


EXHIBIT C

**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>
<i>Total</i>	<i>\$87,552.50</i>

(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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

184.702
 184.702

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

Property
Class
 11.50%
 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 Property Tax</u>	<u>Less Taxes on Base</u>	<u>Less State levy for USD 20 Mills</u>	<u>Annual Tax Increment</u>
\$106,203.65	\$0.00	\$11,500.00	\$94,703.65
<u>\$32,322.85</u>	\$16,182.30	\$3,500.00	<u>\$12,640.55</u>
\$138,526.50			\$107,344.20

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



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE**

May 14, 2026

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Public hearing to consider a resolution of the intent to issue industrial revenue bonds with the provision of a tax abatement for property located at 201 N. Penn Ave.

SUMMARY RECOMMENDATION Authorize the Resolution of Intent for issuing taxable industrial revenue bonds for the purpose of financing the acquisition, construction, renovation, furnishing and equipping of mixed use commercial facilities located in the city; and authorizing execution of related documents.

BACKGROUND 201 Investors LLC has a contract to purchase the building at 201 N. Penn in historic downtown Independence for the purpose of renovating the first floor into usable commercial and residential space while renovating the upper floors into apartments. 201 Investors LLC is requesting the City authorize the issuance of taxable industrial revenue bonds for the purpose of financing the acquisition, construction, renovation, furnishing and equipping of mixed use commercial facilities located at 201 N Penn Avenue.

FINANCIAL INFORMATION Approval does not commit the City to any financial obligations for this issuance. Improvements would be exempt from payment of ad valorem property taxes for ten years.

SUGGESTED MOTION I move to adopt Resolution 2026-057 of intent to issue industrial revenue bonds with the provision of a tax abatement for property located at 201 N. Penn Avenue

SUPPORTING DOCUMENTS

1. Resolution 2026-057 - IRBs - 201 N Penn
2. Notice of Public Hearing - 201 N Penn
3. Letter and Affidavit of Mailing
4. Excerpt of Minutes

RESOLUTION NO. 2026-057

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF MIXED USE COMMERCIAL FACILITIES TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City of Independence, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Independence, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in a principal amount not to exceed \$8,500,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction, furnishing, and equipping of mixed use commercial facilities (the "Project") to be located at 201 N. Pennsylvania Avenue in the and to be leased by the Issuer to 201 Investors LLC, a Missouri Limited Liability Company, or another legal entity to be formed by the principals of 201 Investors LLC (the "Tenant").

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

Section 1. Public Purpose. The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The Issuer is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in a principal amount not to exceed \$8,500,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Trust Indenture, Site Lease, Project Lease, Bond Purchase Agreement or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) sale of the Bonds, which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the Issuer, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (f) commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the Issuer and the Issuer Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees

and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. Property Tax Exemption. The Issuer hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be exempt from payment of ad valorem property taxes for ten years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor; provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*; and (c) for real estate on which the Project is located. In making such determination the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Tenant is responsible for preparing such application and providing the same to the Issuer for its review and submission to the State Board of Tax Appeals.

Section 5. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 6. Reliance by Tenant; Limited Liability of Issuer. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

Section 7. Execution and Delivery of Bond Purchase Agreement. At such time as the Tenant has demonstrated compliance with the provisions of this Resolution, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 8. Further Action. The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Mayor, Clerk and other officials and employees of the Issuer, including the Issuer's counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 9. Effective Date. This resolution shall become effective upon adoption by the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City of Independence, Kansas, on May 14, 2026.

[SEAL]

Mayor

Attest:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on May 14, 2026, as the same appears of record in my office.

DATED: May 14, 2026.

Clerk

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

**NOTICE OF PUBLIC HEARING
AND OF
ISSUANCE OF TAXABLE INDUSTRIAL REVENUE BONDS**

Public notice is hereby given that the City Commission of the City of Independence, Kansas, Kansas (the "Issuer"), will conduct a public hearing on May 14, 2026 at 5:30 p.m., or as soon thereafter as may be heard at City Hall, 120 North 6th Street regarding the issuance by the Issuer of its Taxable Industrial Revenue Bonds (201 N. Pennsylvania Project), in a principal amount not to exceed \$8,500,000 (the "Bonds") and regarding an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. The Bonds are proposed to be issued by the Issuer under authority of K.S.A. 12-1740 *et seq.*, as amended, to pay the costs of the acquisition, construction and equipping of mixed use commercial facilities located at 201 N. Pennsylvania Avenue in the Issuer. The Issuer further intends to lease such facility to 201 Investors LLC, a Missouri limited liability company, or another legal entity to be formed by the principals of 201 Investors LLC (the "Tenant"). The governing body of the Issuer will not pass an ordinance authorizing the issuance of such revenue bonds until the public hearing has been concluded.

Notice is further given, in accordance with K.S.A. 12-1744e, that the Issuer intends to issue the Bonds and lease the facility to the Tenant as set out above.

A copy of this Notice, together with a copy of the inducement resolution of the Issuer to be considered for adoption on May 14, 2026, indicating the intent of the governing body of the Issuer to issue such Bonds and a report analyzing the costs and benefits of such property tax exemption are on file in the office of the Clerk, or will be as soon as completed, and available for public inspection during normal business hours.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place above specified.

Dated: May 6, 2026

CITY OF INDEPENDENCE, KANSAS

David Schwenker, City Clerk

May 6, 2026

Board of Education
Unified School District No. 446
517 N. 10th Street
Independence, Kansas 67301

County Clerk and
Board of County Commissioners of
Montgomery County, Kansas
P.O. Box 446
217 E. Myrtle Street
Independence, Kansas 67301

Re:

Not to Exceed \$8,500,000
City of Independence, Kansas
Taxable Industrial Revenue Bonds
(201 N. Pennsylvania Project)

We have enclosed for your information a Notice of the Public Hearing and Issuance of Industrial Revenue Bonds proposed by the City of Independence, Kansas pursuant to K.S.A. 12-1749c and K.S.A. 12-1749d, as amended.

Very truly yours,

CITY OF INDEPENDENCE, KANSAS

David Schwenker, City Clerk

Enclosure

AFFIDAVIT OF MAILING AND PUBLICATION

I, the undersigned, of lawful age, upon oath or affirmation, hereby declare under the penalties of perjury:

1. I am the duly appointed and acting Clerk of the City of Independence, Kansas, and I was the duly appointed and acting Clerk at all times referred to in this affidavit.

2. On May 6, 2026, I mailed a letter and attached Notice of Public Hearing addressed as follows:

Board of Education
Unified School District No. 446
517 N. 10th Street
Independence, Kansas 67301

County Clerk
Board of County Commissioners
P.O. Box 446
217 E. Myrtle Street
Independence, Kansas 67301

The foregoing items were mailed by first-class mail with adequate postage. Each envelope was endorsed with the return address of my office. Copies of the letter and notice mailed are attached to this affidavit.

3. Neither package was returned undelivered.

4. The Notice of Public Hearing mailed as stated above was published once in the Independence Daily Reporter, the official City newspaper, on May 6, 2026, which date was at least seven days prior to the date the public hearing was held. A true copy of the affidavit of publication of the Notice of Hearing is attached to this affidavit.

David Schwenker, Clerk

STATE OF KANSAS)
) SS:
COUNTY OF MONTGOMERY)

Subscribed and sworn or affirmed before me this ____ day of _____, 2026.

[SEAL]

Notary Public

My Appointment Expires:

Typed or Printed Name of Notary Public

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF INDEPENDENCE, KANSAS
HELD ON MAY 14, 2026**

The governing body met in regular session at the usual meeting place in the city on May 14, 2026, 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)

Among other business, in accordance with a notice published on May 6, 2026, in the *Independence Daily Reporter*, a public hearing was held by the governing body relating to the proposed issuance of Taxable Industrial Revenue Bonds (201 N. Pennsylvania Project) in a principal amount not to exceed \$8,500,000 (the "Bonds") and regarding an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. All interested persons were afforded an opportunity to present their views on the issuance of the Bonds, and the location and nature of the Project to be financed with the proceeds of the Bonds and the exemption from ad valorem taxation. Thereupon, the public hearing was closed.

Thereupon, there was presented a Resolution entitled:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF INDEPENDENCE, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF MIXED USE COMMERCIAL FACILITIES TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

Thereupon, 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, the vote being as follows:

Aye:

Nay:

Thereupon, 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.

On motion duly made, seconded and carried, the meeting hereupon adjourned.

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



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 14, 2026**

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider condemnation of 1104 W. Chestnut Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends condemning the property as dangerous and unsafe.

BACKGROUND

The property located at 1104 W. Chestnut has previously been reported to the City due to 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 did not have active utility services as of November 9, 2020.

The structures located at 1100 and 1104 W. Chestnut were subsequently purchased by Luis Aguiar, who submitted a proposed timeline for repairs to the properties. Work is currently underway at 1100 W. Chestnut, and photographs documenting the ongoing improvements have been attached.

City staff recommends adjourning the hearing until July 23, 2026, at 5:30 p.m.

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

SUGGESTED MOTION I move to adjourn the Public Hearing for 1104 W. Chestnut until July 23, 2026, at 5:30 pm.

SUPPORTING DOCUMENTS

1. Notice of Adjournment - Public Hearing - 02262026
2. 1100 W. Chestnut update 05072026
3. 1104 W. CHESTNUT - TIMELINE
4. 026.014 - 1100 W. CHESTNUT - REMODEL (1)
5. Notes & Parcel - 1104 W Chestnut



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

February 27, 2026

Notice of Governing Body Action
Luis Aguiar – 1060 Brighton St – LaHabra, Ca 90631

RE: Unsafe or Dangerous Structure at 1104 W. Chestnut

Dear Owner or Occupant:

On February 26, 2026, and pursuant to K.S.A. 12-1751 *et seq.*, the Governing Body held a public hearing as to whether the above-described Property shall be deemed "unsafe or dangerous" and whether the structure(s) on the Property should be condemned and ordered repaired or demolished. This letter serves as notice that, pursuant to Resolution **No. 2026.014** (attached), the structure(s) on the Property - **The hearing was adjourned to May 14, 2026, at 5:30 PM.**

The Governing Body has ordered that the owner or occupant of the Property must commence and diligently pursue options for the building by the June 25, 2026, meeting.

Public Hearing Notice:
RE: 620 W. Chestnut

Date: May 14, 2026
Time: 5:30 PM
Location: 120 N. 6th Street

Thank You for your prompt attention to this matter.

David Cowan

Attachments/Enclosures: Resolution No. **2026.014**







AK 1109 w Chestnut

Foundation 3

Flooring 3 carpet

1 week

Dry wall 1 week

Kitchen + wood 6 Days

Paint 5 days

Window repair

1 week

Electrical 1

1 week

bath remodel 5 days

tile on top of tub

3 days

floor tile 2 days

Sink Vanity

Kitchen cabinets & quartz 2 days

trash removal

4 days

7 weeks to complete

B U I L D I N G D E P A R T M E N T

BUILDING PERMIT

PERMIT NUMBER: 026015

PERMIT DATE: 2/09/2026

EXPIRATION DATE: 8/12/2026

PROPERTY ADDRESS: 1104 W CHESTNUT
OWNER NAME: LUIS AGUIAR
OWNER ADDRESS: 1060 BRIGHTON STREET
LA HABRA CA 90631

GENERAL CONTRACTOR: LUIS AGUIAR
CONTRACTOR PHONE:
TYPE OF OCCUPANCY:
TYPE OF CONSTRUCTION:
ZONING:
LOT NUMBER:
BLOCK NUMBER:
SUBDIVISION:
NUMBER OF DWELLING UNITS: 1.00
SQUARE FOOTAGE OF BUILDING: 1,600.00

VALUATION: 0.00
ELEC: 0.00
PLUMB: 0.00

DESCRIPTION: BUILDING PERMIT

PERMIT FEES

BLDG PERMIT FEE: \$ 0.00
ELECTRIC PERMIT: 0.00
PLUMBING PERMIT: 0.00
ROOFING PERMIT: 0.00
BACKFLOW PERMIT: 0.00
SYSTEMS DEVELOPMENT FEE: 0.00

TOTAL \$ 252.00

THIS PERMIT BECOMES NULL AND VOID IF WORK OR AUTHORIZED CONSTRUCTION IS NOT COMMENCED WITHIN 180 DAYS. IF THIS PROJECT IS NOT COMPLETED WITHIN ONE YEAR A NEW PERMIT MUST BE OBTAINED.

BUILDING CONTRACTOR OR OWNER 2/09/2026

CITY OF INDEPENDENCE REPRESENTATIVE 2/09/2026

Address: 1104 W Chestnut

Utility Account: Y N

Last Active Service Date: 11/9/2020

Parcel: Y N

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

Holes in Roof: Y N

Notes: Decent shape

Missing Windows: Y N

Notes: Missing Attic window, all others seem intact
maybe water damage

Open Doors: Y N

Notes:

Yard ~~Mow~~ Mowed: Y N

Trash or Debris: Y N

Notes: Overgrowth some in back &
on porch

Other Notes: Porch sagging - unsure of foundation
-Basement

Print Page

These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.

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

**The Parcel Number for this Property is 063-087-25-0-30-13-021.00-0
Quick Ref ID: 3003**

Owner Information

Owner Name	CANALES, CHRISTOPHER L
Address	7238 MILTON AVE #APT B WHITTIER, CA 90602

Property Situs Address

Address	1104 W CHESTNUT 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.F
Tax Unit Group	108

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1
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	5,040	13,520	18,560
Total	5,040	13,520	18,560

2024 Appraised Value

Class	Land	Building	Total
Residential - R	5,040	12,470	17,510
Total	5,040	12,470	17,510

Tract Description

SISSON & BRUBAKER ADD, S25, T32, R15, W 52' LT 17; Lot Width: 052.0 Lot Depth: 202.0 Plat Book/Page 1 /16 Deed Book/Page 698 /1039 681 /30 534 /021 388 /006 380 /480 342 /080

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
698	1039	681	30				

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	10504										5,040

Dwelling Information

Dwelling Information	
Res Type	Single-family Residence
Quality	FR-
Year Built	1925
Eff Year	
MS Style	One Story
LBCSstruct	Detached SFR unit
No. of Units	
Total Living Area	
Calculated Area	1,126
Main Floor Living Area	1,126
Upper Floor Living Area Pct.	
CDU	PR-
Phys/Func/Econ	PR- / /
Ovr Pct Gd/RCN	/144,020
Remodel	1982
Percent Complete	
Assessment Class	
MU Cls/Pct	

Comp Sales Information	
Arch Style	Bungalow
Bsmt Type	Full - 4
Total Rooms	4
Bedrooms	2
Family Rooms	
Full Baths	1
Half Baths	
Garage Cap	
Foundation	Block - 3

Dwelling Components

Code	Units	Pct	Quality	Year
Frame, Siding, Wood		100		
Total Basement Area (SF)	936			
Wall Furnace		100		
Plumbing Rough-ins (#)	1			
Enclosed Wood Deck (SF), Screened Walls	192			1
Composition Shingle		100		
Raised Subfloor (% or SF)		100		
Plumbing Fixtures (#)	5			
Automatic Floor Cover Allowance				

Building Improvements

Id	Occupancy	MSCls	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	ClS	RCN	%Gd	Value
53	Tool Shed	D	1.00	1	1930			216		8	18 X 12	1	1	1					3,240	2	60

Building Improvement Components

Id	Code	Units	Pct	Size	Other	Rank	Year
53	Single -Wall-Boards on Wood		100				

These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.

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



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 14, 2026**

Department Police

**Director Approval Dustin Stafford, David
Cowan**

AGENDA ITEM Consider proclaiming May 10th - 16th as Police Week.

SUMMARY RECOMMENDATION Police department staff recommends the Commission approve the attached proclamation.

BACKGROUND In 1962, President John F. Kennedy signed a proclamation designating May 15th as Peace Officers Memorial Day and that week Police Week. National Police Week is a time to support Law Enforcement communities while honoring officers who made the ultimate sacrifice in the line of duty.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to proclaim May 10th through May 16th as Police Week in Independence in recognition of the commitment to excellence the members of the Independence Police Department demonstrate every day.

SUPPORTING DOCUMENTS

1. 2026 Police week Proclamation

Proclamation

Police Week and Peace Officers Memorial Day

May 10-16, 2026

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

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

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

NOW, THEREFORE, I, Mayor Dean Hayse, call upon all citizens of Independence and upon all patriotic, civil and educational organizations to observe the week of May 10th through the 16th, as Police Week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

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

IN WITNESS WHEREOFF, I have hereunto set my hand and caused the Seal of the City of Independence to be affixed. DONE at the City of Independence this 14th day of May, 2026.

Signed this 14th day of May, 2026

Dean Hayse, Mayor
City of Independence, Kansas



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE**

May 14, 2026

Department Fire-EMS

**Director Approval AARON COOK, David
Cowan**

AGENDA ITEM Consider proclaiming May 17th - 23rd as EMS Week.

SUMMARY RECOMMENDATION Consider proclaiming May 19th-25th as EMS Week.

BACKGROUND Since its inception in 1974, EMS Week has stood as an annual tribute to the tireless efforts and unwavering dedication of Emergency Medical Services practitioners. Celebrated during the third week of May, this week underlines the pivotal role these professionals play in saving lives, preserving public health and safety, and supporting their communities.

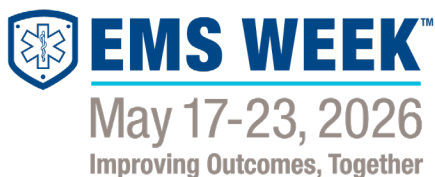
The origins of EMS Week date back to 1974 when President Gerald Ford established the first "National Emergency Medical Services Week". The goal was to recognize the vital work of EMS practitioners and raise public awareness about EMS. Today, EMS Week is celebrated annually with various events and activities that honor the achievements of EMS practitioners, highlight the importance of EMS in healthcare, and increase awareness of the challenges and issues faced by the EMS community. This is the 52nd anniversary of EMS Week.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to proclaim May 17th - 23rd, 2026 as EMS Week.

SUPPORTING DOCUMENTS

1. 2026-ems-week-proclamation



EMS Week Proclamation

To designate the Week of May 17-23, 2026, as Emergency Medical Services Week (EMS Week).

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services fills healthcare gaps by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week; now

THEREFORE, I Dean Hayse, Mayor, in recognition of this event do hereby proclaim the week of May 17 - 23, 2026, as

EMERGENCY MEDICAL SERVICES WEEK

The 52nd anniversary of EMS Week theme is **EMS WEEK: Improving Outcomes, Together**. I encourage the community to observe this week with appropriate programs, ceremonies, and activities in honor of the EMS profession and the essential service it provides.

Dean Hayse, Mayor



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 14, 2026**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider authorizing applying for Kansas EV Charging Infrastructure Funding from the Kansas Department of Transportation (KDOT).

SUMMARY RECOMMENDATION Staff recommends authorizing submission of a Project Interest Form to the Kansas Department of Transportation (KDOT) for EV Charging Infrastructure Funding through the National Electric Vehicle Infrastructure (NEVI) Program. This action allows the City and its partners to remain eligible to submit a full proposal when KDOT releases the Request for Proposals (RFP) in June 2026.

BACKGROUND On April 15, 2026, the Kansas Department of Transportation issued a Request for Interest announcing its intent to release a Request for Proposals (RFP) for EV charging infrastructure funding through the National Electric Vehicle Infrastructure (NEVI) Program. Submission of a Project Interest Form by May 15, 2026, is required in order to be eligible to submit a full proposal.

The NEVI Program is designed to support the installation of EV charging infrastructure along designated Alternative Fuel Corridors, including the US 400 corridor serving Independence. Projects are anticipated to involve partnerships between local governments, site hosts, developers, utilities, and equipment providers.

The City of Independence is partnering with the City of Coffeyville on this effort. Amber Dean, Director of Community Development for the City of Coffeyville, identified this grant opportunity and has been coordinating initial outreach and information sharing between participating communities.

The City has previously pursued EV charging infrastructure through a grant application approved by the City Commission on July 10, 2025. That grant was subsequently awarded; however, after several months, funds have not been released. Due to the uncertainty in timing of that funding, this KDOT-administered opportunity has been identified as an alternative funding source that may provide a more reliable timeline for project implementation.

The Economic Vitality Committee of Independence Main Street has reviewed this grant opportunity and recommends pursuing the application. Coordination with project partners, including the City of Coffeyville and the Montgomery County Action Council, indicates agreement to move forward with preparing the required materials. If the KDOT grant is not awarded, the City will continue to monitor the status of the previously awarded grant.

FINANCIAL INFORMATION Updated vendor pricing has been received for EV charging equipment from Lilypad. The revised quote reflects a total cost of approximately \$11,026.06 per dual port charging unit prior to tax, consistent with prior estimates which excluded sales tax. The updated pricing shows a modest increase in the base charger cost from \$7,819 to \$7,972.06

per unit, while all other components including the cloud subscription of \$730, mounting template of \$125, ChargePoint Assure of \$430, activation services of \$249, and freight of \$260 remain unchanged.

The updated quote also includes installation and commissioning services at a cost of \$1,260 per unit. This cost was not previously itemized in prior equipment quotes, and it is unclear whether it was fully accounted for within earlier installation estimates. This cost will be evaluated as part of the updated project budget.

Based on three units, the total equipment and commissioning cost is approximately \$33,078.18 prior to tax. The updated equipment pricing results in an estimated increase of approximately \$459 over prior project cost assumptions.

Additional costs associated with site preparation, electrical work, and installation by a local contractor are not included in this vendor quote and will be refined as part of the grant application process. Previous planning estimates indicated a total project cost of approximately \$132,188.78 when including full installation and contingency. Updated vendor pricing will be incorporated into revised project budgets as the application is developed.

Utility rebates, including potential incentives from Evergy, may be available to offset project and operational costs. Based on prior coordination, Evergy rebates are estimated at approximately \$5,000 per dual port charging unit, or \$15,000 total for three units. Additional coordination is ongoing to confirm eligibility of these incentives under the proposed funding structure and whether they can be applied toward any required match.

Ongoing maintenance costs beginning in year two are estimated at approximately \$3,480 annually for all three units. Funding for the project is anticipated through the NEVI Program, which provides federal funding for eligible projects.

Authorization at this stage is limited to submission of the Project Interest Form and does not require a financial commitment from the City. Any additional future financial obligations beyond the estimated equipment, installation, and ongoing maintenance costs will be brought back to the City Commission for consideration and approval prior to implementation.

SUGGESTED MOTION I move to authorize submission of a Project Interest Form to the Kansas Department of Transportation for EV Charging Infrastructure Funding.

SUPPORTING DOCUMENTS

1. NEVI Round 3 Request for Interest Memo
2. Updated CP6k Quote - Independence KS
3. 09252025 - Consider Main Street's request for (3) dual EV Chargers



Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Calvin Reed, Secretary of Transportation
Matthew Messina, Chief

Phone: 785-296-7448
Fax: 785-296-0963
kdot#publicinfo@ks.gov
<http://www.ksdot.org>
Laura Kelly, Governor

REQUEST FOR INTEREST KANSAS EV CHARGING INFRASTRUCTURE FUNDING

April 15, 2026

ATTENTION: Interested Parties

This Request for Interest (RFI) serves as notice that the Kansas Department of Transportation (KDOT) intends to issue a Request for Proposals (RFP) in June 2026 for National Electric Vehicle Infrastructure (NEVI) Formula Program funds to support installation of electric vehicle (EV) charging stations and equipment. This announcement is being made pursuant to the NEVI plan available on the Charge Up Kansas [webpage](#).

KDOT expects that projects submitted for the NEVI Program will require partnerships between site hosts, developers, equipment vendors, qualified installers, and electric utilities. Local governments, educational institutions, and others may also be partners in EV charging station infrastructure.

The NEVI Call for Projects is a two-step process in which applicants must first respond to the RFI by submitting a required Project Interest Form to become eligible to submit an official response to the forthcoming Request for Proposals. **Announcement of the availability of the RFP will only be distributed to eligible sponsors who formally submit a Project Interest Form** by 11:59 pm Central time on Friday, May 15, 2026. The Project Interest Form is to be completed and submitted online at: https://kdot.sjc1.qualtrics.com/jfe/form/SV_1U3sdindmmdSYhE.

The 2026 NEVI project requirements will be mostly consistent with the 2024 KDOT RFP project requirements. However, amenity requirements (food, restrooms, shelter, etc.) will be adjusted to best fit options that are available in the specific target community and that reflect project interest through this RFI process.

For reference, the 2024 RFP and requirements can be found on the [Charge Up Kansas Archive](#). Note that proposals for the 2026 RFP will require a [signed utility service form](#) and a notarized site host form. Site host contact information will be required. The lowest responsive bidder in each target area will be awarded the project. KDOT has the right to not award any projects for any location. Projects are required to be bonded at 100% during the construction phase and have a step-down bond during the 5-year operations and maintenance phase.

Location requirements: EV Charging Infrastructure shall be located along the designated Alternative Fuel Corridors (AFCs). Each Corridor Station Location shall meet [FHWA NEVI Formula Program Guidance](#) and all requirements under [23 CFR Part 680](#) for DC fast-chargers (DCFCs) serving AFCs. Deviation from these guidelines will serve as justification for classifying a proposal as non-responsive. As stated in the [Charge Up Kansas NEVI Plan](#), the designated EV corridors throughout Kansas are I-70, US 400, I-35, I-135, I-335, and US 81 from I-70 north to the Nebraska border.

Site locations must also meet the following KDOT minimum requirements:

- Dusk-to-dawn area lighting at Charging Station.
- Charging Station must be visible from a street or the public area of the associated building interior.
- Access to free Wi-Fi and/or cellular service for Charging Station customers.
- ADA-accessible restrooms supplied with potable water (# of hours available and distance from site TBD).
- Hot prepared and/or packaged food available for sale (# of hours available and distance from site TBD).
- Access to shelter during inclement weather (# of hours available and distance from site TBD).

KDOT strongly recommends proposers consider the above amenities when selecting potential EV charging sites, as they have been informed by EV drivers' preferences responding to KDOT surveys. For Main Target Locations, RFP requirements for hours of availability and the proximity from the EV charging site for certain amenities will be informed by RFI responses and other factors.

KDOT anticipates the RFP will include the following locations. Proposed sites should be within 5 miles of the indicated EV Charging Corridor. RFI responses *may* alter targeted locations for the RFP.

Main Target Locations

- Junction City/Grandview Plaza area (I-70) – Exit 295 (US-77) to Exit 328 (K-99)
- Dodge City (US-400) – US 400 MM 115-124 or Wyatt Earp Blvd from Matt Down Rd to 113 Rd
- Russell/Wilson/Ellsworth area (I-70) Exit 184 (US 281) to exit 225 (K-156)
- Syracuse/Lakin area (US-400) – Between MM 15-45
- Mullinville/Greensburg area (US-400) – US-400 MM 155-157 or US-54/400 MM99-109
- Wyandotte County (I-70) – 78th St exit east to KS/MO state line
- Pratt (US-400) – Between MM 135-140
- Pittsburg (US-400) - Within 5 miles of the intersection of US-69 and US-400
- Parsons/Neodesha area (US-400) – Between MM 373-407

Targeted KTA Service Areas

Existing charging capacity is included for reference. Coordination with the Kansas Turnpike Authority (KTA) will be required.

- Lawrence (I-70) - MM 209 of I-70 (Currently has 2 DCFC ports and 1 Level 2 charging port operated by ChargePoint plus 12 Tesla Superchargers)
- Matfield Green (I-35) – MM97 of I-35 (Currently has 2 DCFC ports and 2 Level 2 charging ports operated by Francis Energy)
- Towanda (I-35) – MM65 of I-35 (Currently has 2 DCFC ports and 2 Level 2 charging ports operated by ChargePoint plus 8 Tesla Superchargers)
- Belle Plaine (I-35) – MM26 of I-35 (Currently has 2 DCFC ports and 2 Level 2 charging ports operated by Francis Energy)

KDOT anticipates releasing the 2026 RFP in June. However, the number of RFI responses received and pending changes at the federal level may alter this timeline.

More information about the Kansas NEVI Program is available via the Charge Up Kansas webpage at <https://www.ksdot.gov/charge-up-kansas>.

Sincerely,

Matthew T. Messina
Chief of Multimodal Transportation Programs
Kansas Department of Transportation



QUOTATION

Quote Presented By:

Keith Anderson
 (913) 269-2453
 keith.anderson@lilypaddev.com
 4591 Pacheco Blvd
 Martinez, CA 94553-2233 913-747-6956

Quote Number 1406280
Quote Date 4/29/2026
Customer ID 3044144
 Quote Expires On: 08/27/2026

Bill To: Independence, KS 811 West Laurel Street Independence, KS 67301	Ship To: Independence, KS 811 West Laurel Street Independence, KS 67301
--	--

<i>Quantity</i>	<i>Description</i>	<i>Unit Price</i>	<i>Ext. Price</i>
1.00	CP-CP6021B-80A-L5.5 Dual Port - AC 19.2 Kw, 80A Station - Commercial Version - Pedestal Mount, 18' w/ Cord Mgmt, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, 1YR Parts Warranty	ChargePoint, Inc. 7,972.06	7,972.06
2.00	CP-CPCLD-COMMERCIAL-1 Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management.	ChargePoint, Inc. 365.00	730.00
1.00	CP-CP6000-CMT-NA CP6000 Concrete Mounting Template, N	ChargePoint, Inc. 125.00	125.00
1.00	CP-CP6000-ASSURE-1 1 prepaid year of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	ChargePoint, Inc. 430.00	430.00
1.00	CP-CP-ACTIVATION ChargePoint's Activation service ensures a seamless EV charging station setup, from order to activation. Activation includes station owner and installer onboarding, quality installation validation, early station performance support, and provisions stations on our network, ensuring a smooth and	ChargePoint, Inc. 249.00	249.00
1.00	CP-CP6000-INSTALL-COMMISSIONING Customer works with their own contractor to perform all construction up to the point where the stations can be bolted down and connected. ChargePoint will then engage an authorized ChargePoint Partner to install the station on the prepared site and commission the station.	ChargePoint, Inc. 1,260.00	1,260.00
1.00	CP-FREIGHT Freight for ChargePoint/LilyPad	ChargePoint, Inc. 260.00	260.00

SUB-TOTAL: 11,026.06
TAX: 953.43
QUOTE TOTAL: 11,979.49

Terms: Net 30



4591 Pacheco Blvd
Martinez, CA 94553-2233 913-747-6956

TERMS AND CONDITIONS: All Sales transactions will be subject to the following terms and conditions

1. **PRICE.** Buyer shall pay the price in effect at time of delivery, together with transportation costs and applicable taxes. Prices quoted include discount for cash. The full price must be paid within 30 days from date of invoice. 3.0% will be added to the invoiced price for non-cash (ie, credit card) payments.
2. **PAYMENT.** Terms for creditworthy open accounts are net thirty (30) days from date of invoice. No further allowance for mail/delivery time is ordered. Amounts in excess of account credit limit are due upon presentation. Late charge of one and one-half percent (1.5%) per month is charged only upon the past due amount. Buyer agrees such a charge is reasonable because of the anticipated or actual harm caused by the delinquency of the buyer. The difficulties of proof of loss, and the inconvenience or non-feasibility of Seller otherwise obtaining a remedy. The charge is not, however, an agreement, express or implied, to grant more time for payment. Some forms of payment may require additional fees or surcharges. Those may include but are not limited to wire transfers, credit cards, and checks made on non-standard accounts. Cashiers checks must be cleared (paid by the bank) before goods can be released. Deposits are usually required on commercial customers, for orders valued at over \$10,000, and are also required for all non-stock or special order goods. In addition to late charges Seller may charge, and Buyer agrees to pay, for storage of customer/non-stock goods held for more than 30 days from date of invoice. Once invoicing has occurred the goods are property of the Buyer even if Seller continues to store goods in Seller's warehouse. No retainers are agreed or allowed.
3. **DELIVERY.** Seller shall, at its option, deliver the goods either F.O.B. manufacturer's plant or F.O.B. Seller's plant. Seller shall, at its option, deliver all of the goods at one time or in portions from time to time. Delivery dates are approximate, subject to normal variations customary in the industry and unforeseen delays. In no event shall Seller be liable for any damages to Buyer arising out of any delay or lateness in shipment. Seller will use its best efforts to effect timely delivery.
4. **SPECIAL WARNINGS REGARDING UTILITIES.** Projects that lack adequate power for their charging needs may require an upgrade or new electrical service, from a utility. Projects that do require an upgrade or new electric service from a utility, including new transformer(s), upgraded service to high voltage, or any involvement from a utility whatsoever, are controlled by the timeline of the utility company. Customer acknowledges that upgrades to utilities or new electric services are under the complete control of the utility company, not Shields Harper/LPEV. While Shields Harper/LPEV may assist in the application for a new service, Shields Harper/LPEV has no control over the timeline for utility work. Customer also recognizes that fees are required for new service applications, including design and engineering. However, design and engineering fees are non-refundable and do not guarantee that a new service will be available in a timely manner, if at all. Shields Harper/LPEV is not responsible for any delays, any issues or any claims related to any work required of and/or performed by the utility or any external entity or any other action needed to make the equipment operational, and for which Shields Harper/LPEV is not contracted to manage.
5. Customer is responsible to verify AT&T/Verizon 4G cell coverage of -85dbm or better at installation location.
6. **TITLE AND RISK OF LOSS.** Full risk of loss and title passes to the Buyer upon delivery of the goods to a carrier at the F.O.B. point. This risk of loss provision shall govern even if: (i) Seller has made a nonconforming tender, (ii) Buyer has revoked acceptance of the goods; or (iii) Buyer has repudiated this Agreement after the goods have been identified to this Agreement. Buyer grants Seller a security interest in the goods to secure payment in full. Upon Buyer's default in payment, Seller may, at its option, enter the property where any goods are located and repossess the goods, with or without judicial process. Additionally, Seller may pursue any other remedies available at law or in equity.
7. **RETURN.** Goods may be returned only with the prior written approval of Seller. Returned goods must be referenced to Seller's invoice number and must be sent freight prepaid to the location directed by Seller. Seller may collect a reasonable handling charge. Custom made and/or Built-To-Order ("BTO") products are not normally returnable after the order has been placed. Some manufacturers offer a return privilege upon payment of restock charges. Seller will implement all available returns. Returns of unopened packages are subject to restocking charges. Opened packages may not be returned.
8. **INSTALLATION.** If installation is included:
 - Premium time. This proposal is based on all work being done during standard working hours. Any work requiring work to be done outside of these hours will require additional cost.
 - Owner Utilities: Any owner utilities (landscape irrigation, local lighting, etc) that require location not included with call-before-you-dig type locating services, will be responsibility of site owner.
 - Existing Code Violations: Correction of existing code violations is not included.
 - Underground Obstructions All trenching and boring assumes reasonable digging conditions with no unforeseen obstacles or major rock that would require extra equipment and material to excavate. Excavation/removal of rock and hazardous material removal is not included.
 - Hydrovac Any hydrovac/softdig/potholing required because of local underground conditions will be at extra cost if not specified in scope.
 - Electric Utility Company Fees for extensions of services are not included
 - Material Cost Increases Price based on current market value of materials / commodities (conduit/wiring/etc) and is subject to price increases beyond the period of the quote
 - Delayed Materials Delivery: We are not liable for liquidated damages or other costs associated with delayed delivery of materials (conduit/wiring/etc) due to shortages or unavailability of such commodities, raw materials, or components thru no fault of ours.
 - Engineer Drawings If stamped and sealed drawings are not included in the scope, but are subsequently determined to be required, additional cost will apply.
 - Change Orders Any alterations or deviations from the project scope specification involving extra costs will be executed only upon written orders, and will become an extra charge
 - Workmanlike Manner All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices.
 - Hazardous Materials We assume no liability for any materials deemed hazardous or contaminated by any agencies
 - Delays Beyond our Control All agreements contingent upon strikes, accidents, or other delays beyond our control.
 - Weather Project schedule may be delayed due to weather. We are not responsible for delays in the schedule due to weather.
 - Landscape Restoration Backfill of trenches is included, restoration of landscaping, sprinkler repair etc is not included.
 - Warranty: 1-year materials and workmanship warranty provided by electrical subcontractor for work performed by electrical

Quote 1406280



4591 Pacheco Blvd
Martinez, CA 94553-2233 913-747-6956

subcontractor.

9. NOTICE TO CALIFORNIA CUSTOMERS RE: LCFS. (a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets. California has a statewide goal to reduce carbon intensity of transportation fuels by at least 10% by 2020. (b) EV chargers can track the fueling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Buyer and Seller. However, the LCFS credits are only available to one party, meaning any available credits may be claimed by either Buyer or by Seller/LILYPAD EV, but not by both. LILYPAD EV intends to claim available LCFS credits generated from use of the Charging Stations but will not claim any available LCFS credits that Buyer intends to claim. (c) If Buyer intends to claim the LCFS credits, it must engage in the reporting and other administrative obligations necessary to generate such credits and Buyer agrees that it will provide LILYPAD EV with written notice of its intent to claim LCFS credits within ten (10) days of the date of the delivery of the Charging Stations. If Buyer does not currently intend to claim the LCFS credits, but desires to do so at any time in the future, Buyer may, by providing written notice to LILYPAD EV, elect to claim LCFS credits generated thirty (30) days and more after the date of such notice. Buyer represents and warrants to LILYPAD EV that, in the absence of providing written notice, it will not claim any LCFS credits. All notices shall be provided by email to LilyPad EV at EVinfo@lilypaddev.com.

10. LIMITATION OF WARRANTIES. The sole warranty applicable to the goods is that of the manufacturer. All warranty claims must be made within the manufacturer's warranty period. Seller makes no warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Any description of the goods contained in the Agreement or on any invoice is for the sole purpose of identifying the goods, is not part of the basis of the bargain, and does not constitute a warranty that the goods will conform to that description. The use of any sample or model in connection with this Agreement is for illustrative purposes only, is not part of the basis of the bargain, and is not to be construed as a warranty that the goods will conform to the sample or model. No employee, agent or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning any goods or to assume for Seller any other liability in connection with any goods, except in writing, specifically included within this Agreement, and signed by an officer of Seller. Buyer shall hold for examination by Seller any goods claimed to be defective. In the event Buyer's claim is substantiated by Seller's examination, Seller shall, at its option, repair or replace the defective goods or credit an equitable portion of the purchase price against future purchases. It is expressly agreed that this Section 10 states Buyer's sole and exclusive remedy for any breach of warranty. Buyer agrees that no other remedy (including, without limitation, incidental or consequential damages) shall be available. This Section 10 allocates the risk of the failure of goods between Seller and Buyer as authorized by applicable law.

11. LIMITATION OF LIABILITY FOR DAMAGES. It is expressly agreed that Seller shall not be responsible for any direct, indirect, incidental, special or consequential damages whatsoever arising from breach of warranty, breach of contract, negligence, strict liability or any other legal theory. Such damages include, without limitation, loss of profits or revenue, cost of capital, loss of use of any equipment, or claims of customers of Buyer for such damages.

12. FORCE MAJEURE. Seller shall be excused for any non-delivery or default in performance in whole or in part due to acts of God, war, riot, terrorism, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, strikes, differences with workmen, delays in transportation, shortage of fuel, labor or materials, or any circumstantial cause beyond the control of Seller in the reasonable conduct of business.

13. GOVERNMENT REGULATIONS. Seller makes no representation that the goods comply with any present or future federal, state or local regulation or ordinance. Compliance is Buyer's responsibility.

14. COLLECTION COSTS. In the event Buyer defaults in the terms of payment, Seller may recover from Buyer all costs, including without limitation, reasonable attorneys' fees and costs including experts' fees, whether or not such collection includes the commencement of a lawsuit.

15. TERMS AND CONDITIONS. Seller's acceptance of orders is expressly conditioned upon the terms and conditions herein which shall prevail notwithstanding any variance with the terms and conditions of any order submitted by Buyer. In the event of buyer issues a purchase order with terms and/or conditions different than offered, the Seller may void the quotation and/or issue a re-quote. If the Seller, solely at the Seller's discretion, chooses to accept the purchase order any terms and conditions which differ from those offered will resolve in favor of those offered by the Seller and new or additional terms and conditions in the purchase order will be void unless agreed to in writing by the Seller. No verbal instructions, promises, agreements, utterances, etc. are binding upon Seller.

16. LAW. California law governs this transaction.

17. MODIFICATION OF AGREEMENT. This Agreement sets forth the final expression of the agreement of the parties with respect to the goods covered by this Agreement, supersedes all prior or contemporaneous agreements among them concerning such goods, constitutes a complete and exclusive statement of the terms of this Agreement, and cannot be modified in any way, except in writing and signed by an officer of the Seller and an authorized representative of the Buying entity. From time to time these Terms and Conditions may be changed by Seller. Buyer agrees to Terms and Conditions in effect at the time of order acceptance.

18. WAIVER. Waiver of Seller of a breach of any of the terms and conditions set forth above or on the reverse side shall not be construed as a waiver of any other subsequent breach.

PRINT NAME and DATE (Required)

SIGNATURE and DATE (Required)

The above individual certifies that they are an authorized representative of the Buying entity and have been authorized to commit the Buyer to these Terms and Conditions.

Form M-106 Revised 11/2023



4591 Pacheco Blvd
Martinez, CA 94553-2233 913-747-6956



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
September 25, 2025**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider Main Street's request to place (3) dual EV charging units on City property.

SUMMARY RECOMMENDATION City Staff recommends approval of the request.

BACKGROUND

On July 10, 2025, the City Commission approved applying for an EV charger grant, which has since been awarded for the installation of the units. The federal grant covers the costs of labor, equipment, and installation, as well as the first year of operational expenses.

The group's original plan was to place the EV chargers in the City parking lot on North 6th Street and at two privately owned locations downtown. However, concerns arose regarding the placement of chargers on private property. City staff has worked with the group to identify suitable locations on City-owned property. The group will now present their request to the Commission, seeking approval for the City to assume ownership of the three charging units.

The 0% cost share grant will cover all costs associated with equipment purchase, installation, and first year maintenance and service fees. The City Commission would need to approve the upfront cost that the grant will fully reimburse.

Lori Kelley will be present along with representatives to discuss the options and answer any questions the Commission may have regarding accepting the EV chargers, costs of installation, and ongoing cost of operations of the units.

FINANCIAL INFORMATION The City Commission would need to approve the upfront cost that the grant will fully reimburse. The Federal grant covers the purchase, installation and first year of operations of the EV chargers. During the first year of operations, City staff should be able to determine the ongoing costs associated with the units and set charging rates to cover the expenses associated with them. The unknown factor is the amount of usage the EV chargers will have and if that will ultimately cover the expenses of the EV units year to year after the first year.

SUGGESTED MOTION I move to approve the recommendation to accept the EV charging units as recommended by Lori Kelley.

SUPPORTING DOCUMENTS

1. EV Parking Locations - CDL
2. City of Independence EV Station
3. EV Charger Budget for Commission
4. July 10, 2025 Agenda Item

5. Letter of Support - EV Charging Stations
6. Combined Letters of Support
7. City of Independence EV Station additional location options
8. Letter of Support.Zywietz
9. Letter of Support.Kusiak

September 11, 2025

TO: Lori Kelley
RE: EV Charger Locations

Lori,

Locations we looked at today for potential EV charging locations.

Location #1: City Parking Lot 100 blk S. Penn – behind High Roads Coffee.



Location #2: City Parking behind Apple Tree Inn



Potential Location: Ane Mae



Picture of City Parking Lot:

There are currently (3) stalls available at the City Hall Parking Lot Location



CDL Electric Co., Inc.

Electrical • Railroad Signal Services • HVAC • Plumbing • Boring • Signs • Security • Sirens • Generators

Customer: City of Independence
Address: 120 N. 6th Street
City: Independence
Date: 7/1/2025

Project: EV Station
Contact: Lori Kelley
Phone: 620-330-3206

We propose hereby to furnish material and labor—complete in accordance with specifications below, for the sum of:

\$20,957.08

Does not include sales tax, freight, or overtime. (Regular business hours M-F, 8-5)
Payment to be made as follows: 100% at completion of work.

We hereby submit specifications and estimate for:

- Labor and materials necessary to install an appropriately sized meter pedestal to supply power to EV station.
- Cutting and removing asphalt, digging trenches necessary for conduit installation. Asphalt and unwanted dirt to be hauled off by City of Independence. Price also does not include back filling trenches.
- Installation of conduit and service wiring from pedestal to customer provided EV station.
- Installation of customer supplied EV station.

***Excavation rock clause.**

If the contractor encounters rock formations that make excavation materially more difficult and more costly, Contractor will stop work immediately and notify the Owner. Work will only proceed with an agreed price change.

***This proposal is subject to change due to the volatility & availability of equipment and materials in the current market.**

Thank you for this opportunity.

Sincerely,

Cody Taylor
911 Industrial Rd
Humboldt, Ks 66748
Electrical Manager-Humboldt Division
Cell 620-490-0310

LEGAL NOTICE: All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Acceptance of Proposal – the above prices specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: _____

Authorized Signature: _____

Note: This proposal may be withdrawn by us if not accepted within 10 days.

EV Dual Charger Estimates based on Current Rates (as of July 1, 2025)

Vendor	Description	Name of Purchased Item	Amount
LilyPad	Equipment	Dual Port Charger CP6021B	7819
Lilypad	Equipment	Mounting Template CP6K-CMT	125
Lilypad	Service	Prepaid Commercial Cloud Plan Subscription	730
Lilypad	Service	Prepaid year of Charge Point Assure for CP6000 stations (parts & labor warranty, tech support, onsite repairs when needed)	430
Lilypad	Service	Initial Station Activation & Configuration Services	249
Lilypad	Delivery	Freight	260
TOTAL COST PER DUAL PORT CHARGER			
(excluding sales tax)			\$ 9,613.00
Second Charger			\$ 9,613.00
Third Charger			\$ 9,613.00
CDL Electric	Labor	Labor Independence Municipal Lot	\$ 20,957.08
CDL Electric	Labor	Labor Parking Lot # 2	\$ 26,196.35
CDL Electric	Labor	Labor Parking Lot # 3	\$ 26,196.35
		Install Contingency Lot 1	\$ 10,000.00
		Install Contingency Lot 2	\$ 10,000.00
		Install Contingency Lot 3	\$ 10,000.00
TOTAL UPFRONT COSTS FOR 3 DUAL PORT CHARGERS INSTALLED			\$132,188.78

The grant application request for City of Independence was \$157,500, and budget modifications can be requested if actual costs increase.

ONGOING SERVICE COSTS

Vendor	Description	Name of Maintenance Item	Amount
		<i>Prepaid Commercial Cloud Plan</i>	
<i>Lilypad</i>	<i>Service</i>	<i>Subscription for Dual Port Charger</i>	730
		<i>Prepaid year of Charge Point Assure for CP6000 stations (parts & labor warranty, tech support, onsite repairs when needed)</i>	
<i>Lilypad</i>	<i>Service</i>	<i>needed)</i>	430
		<i>TOTAL ANNUAL COSTS PER CHARGER</i>	\$ 1,160.00
		<i>Second Charger</i>	\$ 1,160.00
		<i>Third Charger</i>	<u>\$ 1,160.00</u>
		 <i>TOTAL ANNUAL MAINTENANCE COSTS FOR 3 CHARGERS starting year 2</i>	 \$ 3,480.00
		 Year 2 Costs for 3 Chargers	 \$ 3,480.00
		Year 3 Costs for 3 Chargers	\$ 3,480.00
		Year 4 Costs for 3 Chargers	\$ 3,480.00
		Year 5 Costs for 3 Chargers	<u>\$ 3,480.00</u>
		 TOTAL MAINTENANCE FOR 3 DUAL PORT CHARGERS FOR THE FIRST 5 YEARS	 \$ 13,920.00
		Note: Evergy Rebates totaling \$15,000 could offset	



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 10, 2025**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider applying for a grant for the installation of an electric vehicle charging station.

SUMMARY RECOMMENDATION Approve application.

BACKGROUND The City has reviewed the concept of installing electric vehicle (EV) charging stations on several occasions in the past. As of 2025, there appears to be little appetite for private industry to install many of these units, especially in smaller towns.

The Metropolitan Energy Center has apparently become the administrator of \$1.4 million in federal money for the funding of grants through a program called, “Electric Vehicles for Underserved Markets” program. This is available to a wide spectrum (businesses, non-profits, communities) of organizations to provide them with the funds for the labor, equipment and installation of EV charging stations.

There is no required match, and the grant covers costs for labor, equipment, and installation.

This grant is on a fairly fast timeline, as it was released on June 13 with grant applications due on July 16. The Montgomery County Action Council has offered to write the grant application for the City.

As currently contemplated, the City would take ownership of the charging unit(s). This would require the City to have the necessary electricity accounts with Evergy, and the City would pay for meter and usage fees associated with power consumed by the charger. The City would also be responsible for payment for the warranty on the charging station(s) as well as any required repairs or maintenance.

The City would, however, also be charging fees to users who wish to charge their vehicles. It is unknown if there is a market sufficient to cover the base costs of the units (approximately \$120/month per charging unit) at reasonable rates per kW-hr. The City would assume any profits or losses under this scenario.

The current scope of the project is to install one EV charging unit, which can charge two vehicles at the same time. The most likely location would be in the Municipal Parking Lot located at the northeast corner of Myrtle and 6th Street. During the design of the rebuilt lot, two parking spaces were selected for future EV charging stalls. These two spaces could be served by one EV charging unit.

A preliminary estimate has been created for this area for use in the grant process:

Lillypad charger: \$13,000

Installation (CDL, Inc.):	\$21,000
Evergy (Estimate):	\$ 5,000
Contingency (25%):	\$10,000
Total	\$49,000

FINANCIAL INFORMATION In theory, there is no cost to the City but in practice, there are ongoing operations and maintenance costs, as well as some capital cost risk associated with the project since there is no experience in the City building a unit such as this and the design. The contingency associated with the estimate will lower cost risk but not eliminate it.

Lori Kelly had previously been awarded grants from Evergy for the installation of this work, and if those grants are still valid and applicable, those funds would be used as offsetting funds for the grant.

SUGGESTED MOTION I move to approve applying for the Metropolitan Energy Center grant for installation of a charging unit at the Municipal Parking Lot.

SUPPORTING DOCUMENTS



September 16, 2025

Subject: Support for EV Charging Stations in Historic Downtown Independence

Dear Commissioners,

On behalf of the Independence Chamber of Commerce, I am writing to express our strong support for the installation of electric vehicle (EV) charging stations in our historic downtown district.

The addition of this infrastructure aligns with our community's economic development goals and prepares Independence for a future in which electric vehicles will play a central role in transportation. By offering convenient downtown charging options, we can attract EV drivers to our local shops, restaurants, and attractions thereby increasing foot traffic and boosting spending at small businesses.

Beyond economic growth, EV chargers support key environmental goals by reducing emissions, improving air quality, and lowering noise pollution, all of which enhance the quality of life for residents and visitors alike. Public charging stations also ensure greater accessibility to clean transportation, especially for those without access to at-home charging.

As EV adoption continues to rise nationwide, communities that embrace this shift will be better positioned to attract new business, residents, and investment. A visible commitment to sustainability reinforces our city's forward-thinking image and helps maintain the vibrancy of our historic downtown.

We respectfully urge the City Commission to support the installation and future costs of three EV chargers in downtown Independence and invest in the long-term prosperity and sustainability of our community.

Sincerely,

A handwritten signature in black ink that reads "Lisa Wilson". The signature is written in a cursive, flowing style.

Lisa Wilson

President, Independence Chamber of Commerce

Independence Chamber of Commerce
PO Box 386
616 North Pennsylvania Avenue
Independence, KS 67301

Phone: 620-331-1890 Toll Free: 800-882-3606 Fax: 620-331-1899 E-mail: chamber@indkschamber.org

Executive Summary

To streamline processes and ensure the availability and proper maintenance of EV charging stations in downtown Independence, we, the parties listed in this packet, humbly request the City of Independence approves the ownership, installation and first-year costs of associated software, maintenance and communication services for three dual EV charging units in three City-owned parking lots in the downtown corridor, subject to verification of grant funding through the Metro Energy 0 cost share reimbursement grant which was awarded to the Cities of Independence and Coffeyville in August 2025.

The City of Independence should support the installation of EV chargers in its downtown for a variety of compelling reasons that span economic, environmental, and social benefits. By investing in this infrastructure, a city can prepare for the future, attract new business, and improve the quality of life for its residents.

Economic Benefits:

- **Attracting Customers and Boosting Business:** EV drivers often plan their stops around the availability of charging stations. By placing chargers in the downtown area, a city can draw these drivers in, increasing foot traffic and encouraging them to spend time and money at local restaurants, shops, and attractions while their vehicle charges. Studies have shown that installing a charging station can boost spending at nearby businesses.
- **Generating Revenue:** Cities can create revenue streams from the chargers themselves through charging fees. The installation costs are fully covered under the Metro Energy grant.
- **Increasing Property Value:** The presence of EV charging infrastructure makes commercial and residential properties more desirable, which can lead to higher property values and attract new businesses and residents.

Environmental Benefits:

- **Improving Air Quality:** Electric vehicles produce zero tailpipe emissions, which significantly reduces the levels of harmful pollutants like carbon monoxide and nitrogen oxides in the air. By supporting EV adoption, a city can improve the air quality for its residents, leading to better public health outcomes.

- Reducing Greenhouse Gas Emissions: Transportation is a major source of greenhouse gas emissions. Encouraging the use of EVs helps a city reduce its carbon footprint and meet its climate and sustainability goals.
- Reducing Noise Pollution: EVs operate much more quietly than gasoline-powered cars, contributing to a significant reduction in noise pollution in busy urban areas.
- Supporting Renewable Energy: EV charging stations can be integrated with renewable energy sources like solar or wind power, further reducing reliance on fossil fuels.

Social Benefits:

- Enhancing Accessibility and Convenience: Public charging stations make EV ownership more accessible for residents who don't have access to at-home charging, such as those living in upper-story housing, apartments or multi-family housing. This helps to promote social equity and allows a broader demographic to benefit from clean transportation.
- Preparing for the Future: As the adoption of EVs continues to grow, a city with a robust downtown charging network will be better prepared to meet the needs of residents and visitors.
- Building a Sustainable Image: By investing in EV infrastructure, a city demonstrates its commitment to a sustainable future, attracting environmentally conscious residents and businesses and fostering a sense of community around green initiatives.

Please review the attached letters of support and revised installation quote from CDL Electric.

Respectfully Submitted,

Melissa Johnson

Miranda Bruening

Matt & Amanda Hoover

Terry Trout

Tony Vowell

Lori Kelley

Jason Elmore

April Nutt

Matt Turner

Lisa Wilson

Tabatha Snodgrass

Brian Hight

Les Puderbaugh

Anthony Vaughan

Joslyn Kusiak



109 East Main Street
PO Box 611
Independence, KS 67301

Thursday, September 18, 2025

Independence City Commission
Independence, Kansas

Subject: Support for Downtown EV Charging Stations

Dear Commissioners,

As Executive Director of Independence Main Street, I am writing to express our enthusiastic support for installing six electric vehicle (EV) charging units at three locations in our historic downtown district.

While Independence has a proud history of forward-thinking initiatives, we are admittedly late to the EV infrastructure game. Now we have a unique opportunity—secured through a competitive regional grant we helped pursue—to install these chargers at no cost to the City for equipment or installation. The units require only minimal maintenance and upkeep, and funding for their installation will not be available indefinitely.

Independence's location near major highways U.S. 75, U.S. 169, and U.S. 400 makes downtown charging an obvious step in our long-term economic development strategy. Even drawing one additional motorist into our community for an hour or two each day—or even each week—can translate into meaningful foot traffic for our shops, restaurants, and attractions, encouraging repeat visits and positive word-of-mouth.

Independence Main Street not only supports this project but strongly encourages the City Commission to be the key owner and operator of these chargers. This initiative aligns perfectly with our shared goal of a vibrant, future-ready downtown.


Thank you for your time and thoughtful consideration. We look forward to working together to bring this exciting project to fruition.

Sincerely,

Tabatha Snodgrass, Executive Director
Independence Main Street

 indyksmnst@gmail.com

 www.independencemainstreet.com

 620-331-2300

Independence Main Street, Inc. is a non-profit 501(c)(3) organization focusing on the preservation of historic buildings and their cultural heritage, while fostering economic vitality and community engagement through strategic partnerships.



September 16, 2025

To Independence City Commissioners,

Montgomery County Action Council (MCAC) is pleased to submit this letter in support of the City of Independence's expansion of EV infrastructure and ownership of three dual-station chargers in downtown Independence.

We recognize the significance of regional collaboration to advance electric vehicle (EV) infrastructure in underserved areas. MCAC is committed to working with the City of Independence to develop, implement, and support EV charging infrastructure as part of this regional project. Our community sees this initiative as a key opportunity to improve transportation equity, reduce emissions, and promote economic development in downtown Independence. Public lots avoid the complications that come with private property and ensure this investment benefits the community broadly.

I see no reason why the City of Independence should not take advantage of Metro Energy's fully reimbursable and 0 cost share grant by authorizing placement of three dual-stations in the City's downtown lots located behind Ane Mae's, Big Cheese Pizza, and the Municipal Lot north of City Hall, maximizing both the grant award and the City's own recent investment.

As a project partner, MCAC agrees to:

- Collaborate with the City of Independence to support project planning, implementation, and reporting efforts.
- Participate in outreach and engagement activities to ensure residents and businesses are informed and supported.
- Assist in marketing efforts to promote the availability of EV charging stations in the downtown corridor to attract visitors to the community.

From an economic development perspective, this is an easy win. The lots are ready, the funding is awarded, and the demand is growing. Adding three dual-chargers to city-owned lots makes Independence more competitive and attractive for business, with essentially no added risk. I strongly urge you to authorize all three.

We appreciate the opportunity to be part of this important initiative and fully support the regional approach to increasing EV access across Montgomery County.

Sincerely,

Melissa Johnson, Executive Director
Montgomery County Action Council
director@actioncouncil.com



To: City Commission, City of Independence
From: Miranda Bruening, Echelon Arch + Design
Re: Support for Downtown EV Chargers
Date: September 17, 2025

Dear City of Independence Commissioners:

I work directly with developers who are investing in upper story housing in downtown Independence. These are sophisticated developers who can choose anywhere to put their money. They have chosen Independence because they see opportunity here. But with that opportunity comes an expectation that our community can deliver on the amenities they and their future residents require.

Equally important, the residents envisioned for these upper story units are likely to be those who may drive EVs. Chargers in downtown public lots are not just a convenience, they are a necessity if we want to attract both developers and the residents who will occupy these living spaces.

I want to recognize that the City Commission has already supported EV chargers in downtown, including recently unanimously approving one dual station when the grant application was submitted. That was an important step forward. Since then, the grant has been awarded for three dual stations in total. Initially, two of those were tied to private owners. However, it makes more sense for the City to accept ownership and management of all three. Doing so ensures consistency, visibility, and long-term reliability, exactly what developers and future residents expect when they consider Independence.

The grant is already awarded and pays the full cost of equipment, installation, and labor. Expanding from one dual station to all three is the simple next step that will strengthen our competitiveness and downtown's future.

I fully support the City's ownership and placement of three, dual EV charge stations in downtown public lots.

Respectfully,

Miranda Bruening
Echelon Arch + Design

To: City Commission, City of Independence
From: Matt & Amanda Hoover, Independence Residents and EV Owners
Re: Support for Downtown EV Chargers
Date: September 17, 2025

Dear Commissioners,

As a lifelong resident of Independence and owner of multiple electric vehicles for several years. I fully support EV chargers being added to downtown public lots.

I want to explain how EV drivers like me plan our trips, because it's important to understand how Independence fits into that picture and where we have an opportunity to improve.

When you drive an EV, you don't just head out and hope there's a charger. You use apps like *ChargePoint* and *PlugShare* that scientifically map your route and schedule your charging stops. The app factors in your vehicle range, driving conditions, and available chargers, and then it builds your trip around those stops.

Naturally, EV drivers prefer to stop in places where they can do something while charging. A nice restaurant, a coffee shop, or gift shopping. Independence is perfectly suited for that kind of stop. But because there are no public chargers downtown, the apps don't route drivers here. Right now, those apps route drivers around Independence, which means travelers are missing the chance to stop here.

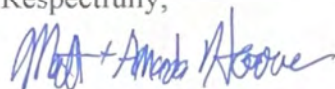
Adding chargers would turn those missed opportunities into new visitors, more stops, and more dollars flowing into our local economy

The scale of this opportunity is only growing. In the United States today, there are more than 4 million EVs on the road, and sales are increasing every year. More EV drivers means more people using these apps to plan their trips. If Independence wants to capture that traffic, we need to be on the map, literally.

The City Commission was requested to approve, and did unanimously approve, one dual-station charger when the parties were applying for the grant. That was a good step. However, the grant provides for three in total. It makes the most sense for the City to own and host all of these chargers in public-facing lots. That ensures they are reliable, visible, and clearly welcoming to travelers, while positioning Independence as a forward-looking community. The grant that has already been awarded covers 100% of the cost for the equipment, the installation, and the labor for three dual-station chargers downtown. This is a simple, no-cost win for Independence.

I fully support the City's ownership and placement of three, dual EV charge stations in downtown public lots. This is the kind of decision that makes Independence look good and pays off for our economy.

Respectfully,



Matt & Amanda Hoover
Independence Residents and EV Owners

700 W Beech
Independence, KS 67301

September 17, 2025

To the City Commissioners of Independence:

I am writing this letter today, in collaboration with others, hoping to bring electrical vehicle charging stations to our vibrant and growing downtown community of Independence. As a business and property owner, I believe adding multiple EV stations is a great investment for our community and would add another reason for many to stop, visit, and shop.

My wife and I own High Road Coffee Roasters, located at 107 E Main. We offer in-house roasted coffee, energy drinks, and baked goods, in a space that has caused countless travelers, many to drive out of their way, to our shop. Like many small business owners, our offerings are designed to appeal to our guests in hopes they will walk through our doors. An additional amenity we had considered adding was an EV charging station to the back portion of our property. When the potential opportunity for a community grant for charging stations arose in July, we wrote our letter of interest and support. After hearing our site had been awarded a portion of the grant and upon further consideration into the responsibilities as a private operator, we believe it would be better for the City of Independence to possess sole ownership and operation of all awarded EV charging stations. This would maximize the effectiveness, efficiency, and costs for an amenity desperately needed in the downtown business district. The EV charging stations would be utilized by both residents and travelers, in areas of our downtown that are already destination locations, only adding another reason to experience Independence.

As owners of 107 E. Main, we are more than willing to work with the City of Independence towards placing one of these three awarded EV charging stations on our property, which is adjacent to a city owned parking lot. This parking lot is near both current and future downtown housing, multiple restaurants, two economic development organizations and a funeral home. These destinations make this site location the most consistently utilized city lot in the downtown district.

Thanks for your consideration of these matters.

Sincerely,

Jason Elmore
High Road Coffee Roasters



M A G N O L I A

Scents by Design

106 N Pennsylvania Avenue | Independence, KS 67301
620.331.8900 | www.MagnoliaScents.com

To: City Commission, City of Independence
From: Brian Hight, Magnolia Scents by Design
Re: Support for Downtown EV Chargers
Date: September 16, 2025

Dear Commissioners,

As a long-time downtown business owner and past president of Independence Main Street, I have seen firsthand the difference that thoughtful investments make in the life of our community. When we strengthen downtown, we strengthen Independence as a whole.

The installation of City owned EV chargers in our downtown is one of those investments whose value is both practical and symbolic. Practically, it encourages visitors to stop, linger, and support our restaurants and shops while charging their vehicles. Symbolically, it sends a message that Independence is a community that welcomes progress, embraces innovation, and is preparing itself for the future.

What makes this opportunity remarkable is that the grant has already been awarded. It covers the complete cost of equipment, installation, and labor for three dual-station chargers. This is a zero-cost opportunity for the city to take the lead on an amenity that will benefit residents, businesses, and visitors alike.

The city's ownership and placement of these chargers in public lots is essential. Public stewardship ensures visibility, accessibility, and long-term reliability. It also demonstrates the kind of leadership that builds confidence among businesses, developers, and the next generation of residents.

I wholeheartedly support the city's ownership and installation of three dual EV charge stations in downtown public lots. This is an investment that will yield dividends not only for downtown, but for the vitality of Independence for years to come.

With appreciation for your leadership,

Brian Hight
Magnolia Scents by Design



To: City Commission, City of Independence
From: April Nutt, Executive Director – Independence Housing Authority

Re: Support for Downtown EV Chargers

Date: September 16, 2025

Dear Commissioners,

At the Independence Housing Authority, our mission is to strengthen the community by ensuring quality, accessible housing. A key part of that vision is the City's current effort to increase housing in our downtown. We are working hard to attract developers and create opportunities for more people to live in the heart of Independence.

Adding EV chargers downtown directly supports this goal. For today's residents, particularly those we hope to draw into new upper story housing, chargers are not a luxury but an expectation. Communities across the country are already integrating this infrastructure into their downtowns. Independence must do the same if we want to remain competitive.

The benefits extend beyond housing. EV chargers will bring more people into downtown to dine, shop, and spend time, reinforcing the mixed-use vibrancy that makes downtown living appealing in the first place. This is a clear win for residents, businesses, and developers alike.

The City Commission has consistently supported the idea of EV charging stations downtown. In fact, recently it unanimously approved one dual station chargers when the parties were in the process of applying for the grant. Since the grant was awarded, it makes the most sense for the City to own and host all three dual stations in public facing lots.

This grant covers 100% of the cost of equipment, installation, and labor. There is no financial burden on the City. What is needed now is the City's ownership and placement of these chargers in three different locations spread across downtown public lots, where they will be visible, reliable, and accessible to all.

I fully support the City's ownership and installation of three, dual EV charge stations in downtown Independence. This simple "yes" will send a strong message to developers and residents alike: Independence is committed to a vibrant downtown, to housing growth, and to preparing for the future.

With Respect,

April Nutt

Executive Director

Independence Housing Authority

Dear Commissioners,

As someone who has operated a business downtown for many years, I know how important strong infrastructure is to the success of our community. When people stop in Independence, the amenities we provide help determine whether they stay, dine, shop, and return again.

Adding EV chargers downtown is a practical and positive step forward. Across Kansas and beyond, communities are providing this resource, and it is time for Independence to do the same. This already sought after and awarded grant makes it possible at no cost to the City, covering equipment, installation, and labor. It is an opportunity to strengthen downtown and showcase Independence as a community that invests in its future.

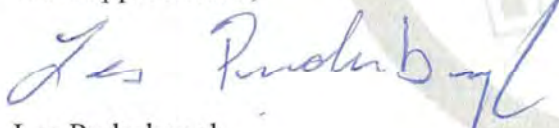
I understand that when the grant application was presented, the City Commission was asked to approve, and did unanimously approve, one dual-station charger. That was excellent news. Now, the grant has not only been awarded but awarded for three dual-station chargers. What an opportunity for Independence! It simply makes sense for the City to take responsibility for all of them. This is a chance for the City to show leadership and keep the positive momentum in downtown moving.

The parking lot behind my restaurant, often called the “Big Cheese lot,” is City-owned and an ideal location for chargers. It is visible, central, and will serve residents and visitors alike. I welcome their placement there and believe they will benefit not only my business, but every business downtown.

I want you to know that the downtown business community is behind you in this effort. You have our support to help make this a success for Independence.

I fully support the City’s ownership and installation of three, dual EV charge stations in downtown public lots, including the City-owned parking lot behind my business.

With appreciation,



Les Puderbaugh
Big Cheese Restaurant



To: City Commission, City of Independence
From: Terry Trout, Ane Mae's
Re: Support for Downtown EV Chargers
Date: September 16, 2025

Commissioners:

I want to thank you for all the work you do for Independence. I know these decisions don't always come easy and I truly appreciate your time and care in working through them. As a longtime business owner downtown, I've seen firsthand how the small improvements we make as a community add up to something really special. When people stop in Independence, whether they're passing through or coming home, what they see and experience can make all the difference in whether they stick around, tell their friends, or come back again.

That's why I wanted to speak up in support of the City of Independence putting EV chargers in our downtown. We have a great opportunity here without putting a burden on the City's budget. From what I understand, this grant that's already been awarded will fully cover the cost of equipment, installation, and labor for three dual-station chargers. And while one dual-station charger was initially approved by the City Commission during the rush of applying, the grant actually allows for three dual stations. That seems like an even better opportunity to me. No extra cost, more benefit. It just makes sense for the City to take advantage of what's already on the table.

There have been talks of placing a charger in the City-owned parking lot behind Ane Mae's. I think that's a great idea. I fully support that. It's a busy lot, centrally located, and easy to spot from Chestnut. Locals and visitors both use it regularly. I'd be glad to see chargers go in there. I believe it'll be good for my business. Even better, it'll be good for the entire downtown. At the end of the day, I think we all want the same thing: to see Independence grow, to keep folks coming downtown, and to show that we're paying attention to what people need. This is one of those cases where we can do something positive without overcomplicating it. We've got the support, we've got the funding, and we've got the space.

Thank you again for your service and your leadership. The downtown business community is behind you on this. We're proud of Independence and we're ready to work together to keep it moving forward.

With appreciation,

Terry Trout - Ane Maes

To: City Commission, City of Independence
From: Matt Turner, Owner – Uncle Jack’s Restaurant
Re: Support for Downtown EV Chargers
Date: September 16, 2025

Dear City of Independence Commissioners:

At Uncle Jack’s, we serve locals every day, but we also see many customers who travel into Independence for various day trips to attractions like our park and zoo or to shop downtown.

EV chargers downtown will only increase that traffic, and therefore more customers to my business. It will also increase customers to my fellow business owners.

That is a direct boost to my business and to the economy of Independence.

What makes this even better is that local community leaders have already done the hard work. They secured a grant that pays 100% of the cost for equipment, installation, and labor for three dual-station chargers, or six total chargers. This is a rare, no-cost opportunity for Independence.

I fully support the City accepting ownership of three, dual EV charge stations and installing them in downtown public parking lots. It’s the right move for our businesses, our visitors, and our community.

In full support,



Matt Turner
Uncle Jack’s Restaurant

Freedom Payee Service

P.O. Box 283 Independence, KS 67301
Office: (620) 577-5118 Mobile: (918) 914-2182
Fax: (620) 577-5210

To: City Commission, City of Independence

From: Anthony Vaughan, Property Manager & Business Owner

Re: Support for Downtown EV Chargers

Date: September 16, 2025

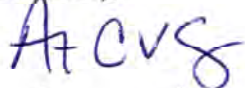
Dear Commissioners,

I manage commercial properties in downtown Independence that include upper story housing. The city has rightly made upper story development a priority.

More and more, prospective tenants are increasingly expecting amenities like EV charging. Placing chargers across the downtown in City lots will directly support this housing growth. It will make it easier to attract and retain residents. It is another step toward a stronger, more livable downtown.

I fully support the City accepting ownership and installation of three dual EV charge stations under the awarded grant.

Sincerely,



Anthony Vaughan

To: City Commission, City of Independence
From: Tony Vowell, Turbo's Owner
Re: Support for Downtown EV Chargers
Date: September 16, 2025

Dear Commissioners,

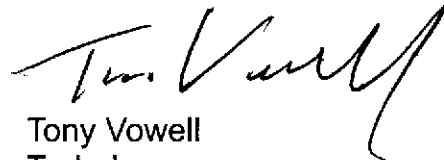
I have owned Turbo's for many years. Keeping up with current technology and keeping downtown strong is essential.

City owned and managed EV chargers are one of those things that makes sense. This is a chance for the City of Independence to step up. What's good for downtown is good for Turbo's. It means more people stopping, more people spending time here, and more energy for all of our businesses.

I'm told that the grant is already awarded to add three, dual charge stations across our downtown city lots and it covers all costs of the chargers, installation, and labor. This is an incredible opportunity for the City to make a visible investment in downtown's future.

I fully support the City's ownership and installation of three, dual EV charge stations in downtown public lots.

Respectfully,

A handwritten signature in black ink, appearing to read "Tony Vowell". The signature is fluid and cursive, with a long, sweeping tail that extends downwards and to the right.

Tony Vowell
Turbo's



September 16, 2025

Subject: Support for EV Charging Stations in Historic Downtown Independence

Dear Commissioners,

On behalf of the Independence Chamber of Commerce, I am writing to express our strong support for the installation of electric vehicle (EV) charging stations in our historic downtown district.

The addition of this infrastructure aligns with our community's economic development goals and prepares Independence for a future in which electric vehicles will play a central role in transportation. By offering convenient downtown charging options, we can attract EV drivers to our local shops, restaurants, and attractions thereby increasing foot traffic and boosting spending at small businesses.

Beyond economic growth, EV chargers support key environmental goals by reducing emissions, improving air quality, and lowering noise pollution, all of which enhance the quality of life for residents and visitors alike. Public charging stations also ensure greater accessibility to clean transportation, especially for those without access to at-home charging.

As EV adoption continues to rise nationwide, communities that embrace this shift will be better positioned to attract new business, residents, and investment. A visible commitment to sustainability reinforces our city's forward-thinking image and helps maintain the vibrancy of our historic downtown.

We respectfully urge the City Commission to support the installation and future costs of three EV chargers in downtown Independence and invest in the long-term prosperity and sustainability of our community.

Sincerely,

A handwritten signature in black ink that reads "Lisa Wilson". The signature is written in a cursive, flowing style.

Lisa Wilson

President, Independence Chamber of Commerce

Independence Chamber of Commerce
PO Box 386
616 North Pennsylvania Avenue
Independence, KS 67301

Phone: 620-331-1890 Toll Free: 800-882-3606 Fax: 620-331-1899 E-mail: chamber@indkschamber.org



Electrical • Railroad Signal Services • HVAC • Plumbing • Boring • Signs • Security • Sirens • Generators

Customer: City of Independence
Address: 120 N. 6th Street
City: Independence
Date: 9/17/2025

Project: EV Station additional locations
Contact: Lori Kelley
Phone: 620-330-3206

We propose hereby to furnish material and labor—complete in accordance with specifications below, for the sum of:

Location 1(behind High Roads Coffee): \$8,150.57
Location 2(behind Appletree Inn): \$6,441.69
Location 3(behind Anne Mae): \$6,186.50

Does not include sales tax, freight, or overtime. (Regular business hours M-F, 8-5)
Payment to be made as follows: 100% at completion of work.

We hereby submit specifications and estimate for:

Location 1:

- Installation of a new meter pedestal and disconnect adjacent to existing power pole. (pending Evergy’s approval)
- Trench and install conduit and wiring to EV charging location approximately 50’.
- Install customer supplied EV charging station and terminate electrical connections.
- Does not include hauling off trenched debris or any gravel or concrete work required. Must be supplied by city.

Location 2:

- Install additional breaker box on existing 200-amp pedestal. (Appears to be supplying power to the streetlights.)
- Trench and install conduit and wiring to EV charging station location approximately 50’.
- Install customer supplied EV charging station and terminate electrical connections.
- Does not include hauling off trenched debris or any gravel or concrete work required. Must be supplied by city.

Location 3:

- Installation of a 12 space, 200-amp breaker box on existing meter pole to accommodate additional load requirements.
- Trench and install conduit and wiring to EV charging station location approximately 20’.
- Install customer supplied EV charging station and terminate electrical connections.
- Does not include hauling off trenched debris or any gravel or concrete work required. Must be supplied by city.

***Excavation rock clause.**

If the contractor encounters rock formations that make excavation materially more difficult and more costly, Contractor will stop work immediately and notify the Owner. Work will only proceed with an agreed price change.

***This proposal is subject to change due to the volatility & availability of equipment and materials in the current market.**

Thank you for this opportunity.

Sincerely,

Cody Taylor
911 Industrial Rd
Humboldt, Ks 66748
Electrical Manager-Humboldt Division
Cell 620-490-0310

LEGAL NOTICE: All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Acceptance of Proposal – the above prices specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: _____

Authorized Signature: _____

Note: This proposal may be withdrawn by us if not accepted within 10 days.



Electrical • Railroad Signal Services • HVAC • Plumbing • Boring • Signs • Security • Sirens • Generators

Customer: City of Independence
Address: 120 N. 6th Street
City: Independence
Date: 9/17/2025

Project: EV Station additional locations
Contact: Lori Kelley
Phone: 620-330-3206

We propose hereby to furnish material and labor—complete in accordance with specifications below, for the sum of:

Location 1(behind High Roads Coffee): \$8,150.57

Location 2(behind Appletree Inn): \$6,441.69

Location 3(behind Anne Mae): \$6,186.50

Does not include sales tax, freight, or overtime. (Regular business hours M-F, 8-5)

Payment to be made as follows: 100% at completion of work.

We hereby submit specifications and estimate for:

Location 1:

- Installation of a new meter pedestal and disconnect adjacent to existing power pole. (pending Evergy’s approval)
- Trench and install conduit and wiring to EV charging location approximately 50’.
- Install customer supplied EV charging station and terminate electrical connections.
- Does not include hauling off trenched debris or any gravel or concrete work required. Must be supplied by city.

Location 2:

- Install additional breaker box on existing 200-amp pedestal. (Appears to be supplying power to the streetlights.)
- Trench and install conduit and wiring to EV charging station location approximately 50’.
- Install customer supplied EV charging station and terminate electrical connections.
- Does not include hauling off trenched debris or any gravel or concrete work required. Must be supplied by city.

Location 3:

- Installation of a 12 space, 200-amp breaker box on existing meter pole to accommodate additional load requirements.
- Trench and install conduit and wiring to EV charging station location approximately 20’.
- Install customer supplied EV charging station and terminate electrical connections.
- Does not include hauling off trenched debris or any gravel or concrete work required. Must be supplied by city.

***Excavation rock clause.**

If the contractor encounters rock formations that make excavation materially more difficult and more costly, Contractor will stop work immediately and notify the Owner. Work will only proceed with an agreed price change.

***This proposal is subject to change due to the volatility & availability of equipment and materials in the current market.**

Thank you for this opportunity.

Sincerely,

Cody Taylor
911 Industrial Rd
Humboldt, Ks 66748
Electrical Manager-Humboldt Division
Cell 620-490-0310

LEGAL NOTICE: All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Acceptance of Proposal – the above prices specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: _____

Authorized Signature: _____

Note: This proposal may be withdrawn by us if not accepted within 10 days.

To: City Commission, City of Independence
From: Daniel Zywietz, SEK Solar
Re: Support for Downtown EV Chargers



September 18, 2025

Dear Commissioners,

As the owner of SEK Solar, I work throughout southeast Kansas, including here in Independence. I also drive an electric vehicle (we are a two EV household). I'm going to be plain: The lack of charging stations downtown has made it more difficult for me to do business here, as I regularly have to watch my range when going to Independence as the only charger is at the Evergy office and it's way too slow and out of the way to be useful.

I have been told that the City of Independence is supportive of EV chargers. However, currently, none exist downtown. I have also heard that when Independence partners applied for the Metropolitan Energy Center *Electrifying Transportation in Local Communities* grant, the City Commission was presented with, and unanimously approved, applying for one dual station charger that the City would take ownership of if the grant was awarded. That's a positive step.

Thanks to community partners, the grant has been approved, which is incredible, and for three dual stations for downtown Independence. As the grant application was on a short timeline, two of those were initially tied to private ownership. However, chargers are public infrastructure, not something private owners should have to manage. That is why it makes sense for the City to take responsibility for all three.

From my perspective as someone who works with new energy infrastructure, this grant is an once in a lifetime opportunity. It covers 100% of the cost for labor, equipment, and installation. It doesn't require a local match. It positions Independence to gain the benefits with no financial burden to the City. Few grants deliver that kind of return.

The City of Independence should take ownership of all three dual charging stations funded by this grant. This is a great opportunity that the City of Independence should fully embrace.

Respectfully,

A handwritten signature in blue ink, appearing to read "Daniel Zywietz", is written over a light blue circular stamp.

Daniel Zywietz
SEK Solar

KELLY & KUSIAK LAW OFFICE LLC



113 S. 8th | P.O. Box 331
Independence, Kansas 67301
www.kellykusiaklaw.com

JOSLYN M. KUSIAK | jkusiak@kellykusiaklaw.com
WILLIAM J. KELLY | (Retired)

T: 620-331-2071
F: 620-331-4779

To: City Commission, City of Independence, Kansas
From: Joslyn M. Kusiak
Owner of Commercial Property in Downtown Independence
Owner of Kelly & Kusiak Law Office LLC
Re: Support for City of Independence to Own and Manage
Three Dual Station EV Chargers Awarded through
Electrifying Transportation in Local Communities Grant
Date: September 16, 2025

Dear Independence City Commission:

From Application to Award

This past July, Independence leaders acted quickly to pursue a grant opportunity through the Metropolitan Energy Center's *Electrifying Transportation in Local Communities* program. The grant covers one hundred percent of the costs for equipment, installation, technology, and outreach for EV charging stations, with no local match required. It represents a rare chance to secure critical infrastructure at no upfront capital cost to our community.

When this grant opportunity arose, it moved very fast. The City Commission was asked to approve, and did unanimously approve, one dual charging station. Later, two private business owners, including myself, were asked, and we agreed, to host stations on our properties. Us private business owners responded quickly to meet the grant deadline, and our collaboration enabled Independence to capitalize on the grant opportunity.

I am thrilled that the effort succeeded and the grant program announced that downtown Independence has been approved for three dual charging stations. With the grant secured, we now have the chance to refine that quick plan and place all three of these chargers where they naturally belong: under City leadership in public lots.

The Private Business Burden

Once the grant was awarded, I looked closely at what it would mean to host a public charging station on my property. As much as I support bringing EV infrastructure downtown, the further research I did, the more it became clear that doing so on a private lot like mine would be a poor fit. My office parking lot is located behind my business and is accessed through an alley. It has no striping or signage. Trying to manage it as both private parking for my business and public parking for chargers would be awkward and confusing.

Opening my private lot for public use would also create new responsibilities and risks: enforcement, liability, insurance adjustments, electricity management, signage, and technology upkeep. These are not small matters to a small business owner already carrying a full plate of responsibilities, and they are especially ill-suited to a law office that is not open to the public.

While I remain a strong supporter of EV charging stations downtown, the comparison is clear: for a private business, the burdens are significant and mismatched. For the City, with its existing public lots, staff, and systems already in place, hosting and managing these stations is natural and efficient.

The City's Natural Role

The City already manages downtown parking lots, with responsibilities that include signage, enforcement, insurance, and maintenance. Adding EV chargers into that system is seamless. It avoids confusion about public access, it maximizes visibility, and it ensures that this infrastructure belongs to the community.

Equally important, the City Commission has consistently voiced support for EV chargers and it already unanimously committed to one station under this grant. Expanding the commitment to all three is an efficient and logical approach. With one integrated system, the City can scale its efforts without significant added cost or complication. It spares private businesses from responsibilities that do not fit their operations while ensuring the public receives the full benefit of these grant-funded resources.

Finally, placing all three chargers on City-owned property sends a strong message that the City of Independence is serious about investing in the future. It demonstrates that the City is forward-looking, that the City values collaboration, and that the City is committed to making downtown a place where visitors and residents alike see modern, thoughtful infrastructure at work.

A Moment for the City of Independence to Lead

This is a rare opportunity to bring valuable infrastructure to Independence at no upfront capital cost. By placing all three dual charging stations awarded through the grant in City-owned public lots, we can strengthen downtown, protect private businesses from unnecessary burdens, and maximize the benefit of this grant for the entire community.

The grant application moved quickly. Now is the time to refine the approach and make the long-term decision that serves Independence.

I urge you to seize this opportunity and make the City of Independence a leader by taking ownership and management of all three dual charging stations awarded through this grant.

Respectfully,



Joslyn M. Kusiak



REQUEST FOR COMMISSION ACTION CITY OF INDEPENDENCE

May 14, 2026

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider cosponsoring the Biking Across Kansas event on June 11–12, 2026, authorizing the use of Memorial Hall, blocking the 200 block of North Penn, authorizing food trucks to set up downtown and at Memorial Hall, and waiving the sign regulations regarding event-related signs in the City rights-of-way during the event.

SUMMARY RECOMMENDATION Staff recommends that the City Commission approve cosponsorship of the Biking Across Kansas event scheduled for June 11 to June 12, 2026, authorize use of Memorial Hall, approve the temporary closure of the 200 block of North Penn, allow food trucks in designated downtown and Memorial Hall areas, and waive sign regulations for event-related signage within City rights of way for the duration of the event.

BACKGROUND The City of Independence has been selected as an official host community for the 2026 Biking Across Kansas event, an annual statewide bicycle tour that promotes tourism, health, and community engagement.

Bike Across Kansas is a multi day cycling tour that brings participants from across Kansas and beyond, with Independence scheduled as an overnight host location on June 11, 2026.

Planning efforts have been underway in coordination with the Independence Chamber of Commerce, local schools, City departments, and event organizers. Regular coordination meetings have been held to finalize logistics, including event scheduling, food planning, and community engagement activities.

Recent updates from BAK organizers indicate strong participation, with approximately 382 individuals registered as of early May, including riders, volunteers, and staff.

As part of hosting responsibilities, the City has been asked to support event operations through facility use, traffic control, vendor accommodations, and temporary signage allowances. These coordinated efforts are intended to ensure a safe and welcoming experience for participants while maximizing community involvement and economic activity.

Food vendors participating in the event will be required to comply with all City permitting and licensing requirements.

This coordinated effort is intended to ensure a safe and welcoming experience for participants while maximizing community involvement and economic activity.

FINANCIAL INFORMATION There is no direct financial contribution required for cosponsorship of the event.

City support will primarily consist of in kind services, including:

- Use of Memorial Hall for event related activities
- Staff time for coordination, setup, and event support
- Traffic control and street closure implementation
- Administrative support for permits and event approvals

Any additional minor costs associated with staffing or logistics are expected to be absorbed within existing departmental budgets.

SUGGESTED MOTION I move to approve cosponsorship of the Biking Across Kansas event on June 11 to June 12, 2026, authorize the use of Memorial Hall, approve the temporary closure of the 200 block of North Penn, authorize food trucks to operate downtown and at Memorial Hall during the event, and waive sign regulations related to event signage within City rights of way for the duration of the event.

SUPPORTING DOCUMENTS

1. Chamber CoSponsor Request for Biking Across Kansas

Biking Across Kansas Request for Co-Sponsorship

From Lisa Wilson

Date Mon 5/11/2026 2:34 PM

To Kelly Passauer

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.

May 11, 2026

Biking Across Kansas 2026 – Host City, Independence, KS

Independence City Commission:

The Independence Chamber of Commerce is excited to serve as the community liaison for the 2026 **Biking Across Kansas** event. As you know, BAK will travel through Independence on June 11–12, and we anticipate welcoming more than 350 riders from across the country to our community. This event provides a wonderful opportunity to showcase the hospitality and spirit of Independence while creating a positive experience for visitors and residents alike and we have lots of fun things plan for them during their short stay in our community.

To help support this event, we request the City of Independence consider a co-sponsorship. Specifically, we are requesting the waiver of the Civic Center rental fee for one of the scheduled meals, along with any additional city support that may be needed.

Thank you for your consideration and continued support of community events that highlight Independence in such a positive way.

Lisa Wilson

President

P.O. Box 386 | 616 North Penn. Avenue

Independence, KS 67301

Office Phone – 620.331.1890

Cell Phone – 620.330.6725

lwilson@indkschamber.org

www.indkschamber.org





**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 14, 2026**

Department Housing

Director Approval

AGENDA ITEM Consider approving a Downtown Independence Building Grant for 201 West Main, Booth Residences LLC.

SUMMARY RECOMMENDATION The Downtown Independence Building Grant committee recommends approval of the 201 West Main grant request.

BACKGROUND Jarod Clark, owner of Booth Residences LLC, has applied for a Downtown Independence Building Grant. Mr. Clark intends to replace the roof above the 5th floor work to be performed by Falcon Roofing with a bid in the amount of \$152,015.76. All required documents have been submitted to meet the program requirements, roof replacement is an eligible grant request, and the Downtown Independence Building Grant committee has approved the request..

In addition to applying for the Downtown Independence Building Grant, the Booth Residences LLC also received a \$100,000 Heritage Trust Fund Grant to assist with roof replacement.

FINANCIAL INFORMATION The Downtown Independence Building Grant is funded from economic development funds with a current balance of \$116,000. Mr. Clark is requesting \$25,000 in grant funds.

SUGGESTED MOTION I move to approve a Downtown Independence Building Grant in the amount of \$25,000 for 201 West Main, Booth Residences LLC.

SUPPORTING DOCUMENTS

1. Contractor Proposal Falcon Roofing
2. DIBG Application
3. Insurance 25-26 CPKG-Booth Hotel
4. Property Tax Receipt Booth Hotel



Estimate

Falcon Roofing
Chris Carpenter
Sales & Project Manager
620-330-6912
ccarpfalcon@yahoo.com

Client: Booth Hotel
Property: 201 W. Main
Independence, KS 67301

Home: (303) 912-0227

Operator: TRAVIS.S

Estimator: Chris Carpenter

Cellular: (620) 330-6912

Reference: Chris Carpenter
Position: Sales & Project Manager
Company: Falcon Roofing
Business: 3963 CR 5200
Independence, KS 67301

Business: (620) 330-6912

Type of Estimate: Wind/Hail

Date Entered: 3/3/2026

Date Assigned:

Price List: KSKS8X_FEB26

Labor Efficiency: Restoration/Service/Remodel

Estimate: BOOTH_HOTEL1



Estimate

Falcon Roofing
 Chris Carpenter
 Sales & Project Manager
 620-330-6912
 ccarpfalcon@yahoo.com

BOOTH_HOTEL1

BOOTH_HOTEL1

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Tear off, haul and dispose of modified bitumen roofing	103.66 SQ	54.39	0.00	5,638.07	(0.00)	5,638.07
Tear off, haul and dispose of 5 ply built-up roofing	93.18 SQ	95.78	0.00	8,924.78	(0.00)	8,924.78
Replace Rigid foam EPS Insulation blocks *	9,318.00 CF	3.67	1,708.46	35,905.52	(0.00)	35,905.52
<i>This line item is for the contour blocks to promote positive water flow. And adds to the insulation factor.</i>						
Replace Sheathing - OSB - 1/2"	10,366.00 SF	1.40	512.08	15,024.48	(0.00)	15,024.48
R&R Drip edge/gutter apron	146.00 LF	3.43	20.39	521.17	(0.00)	521.17
<i>This line item is for storage buildings and elevator room on roof.</i>						
Add for adhesive application *	186.36 SQ	79.27	62.32	14,835.08	(0.00)	14,835.08
<i>This line item is for adhering EPS to roof and OSB Sheathing to EPS.</i>						
R&R Modified bitumen roof - self-adhering	103.66 SQ	488.25	2,274.03	52,886.03	(0.00)	52,886.03
Apply roofing sealant/cement - per LF	2,970.00 LF	0.73	90.29	2,258.39	(0.00)	2,258.39
Replace Additional charge for high roof (2 stories or greater)	93.18 SQ	29.01	0.00	2,703.15	(0.00)	2,703.15
Content Manipulation charge *	103.66 SQ	79.28	0.00	8,218.16	(0.00)	8,218.16
<i>This line item is for manipulation of installation material.</i>						
Debris chute - (per week) - 30" x 100' section*	1.00 EA	1,518.54	0.00	1,518.54	(0.00)	1,518.54
Replace Caulking - elastomeric*	282.00 LF	3.80	9.38	1,080.98	(0.00)	1,080.98
<i>This line item is for joint and termination sealant.</i>						
Replace Gutter / downspout - Detach & reset	45.00 LF	5.68	0.00	255.60	(0.00)	255.60
Replace Gutter / downspout - aluminum - up to 5"	45.00 LF	9.04	17.06	423.86	(0.00)	423.86
<i>This line item is to install downspout on the small brick structure west of the atrium.</i>						
Replace Aluminum termination bar / flashing for membrane roofs	724.00 LF	2.45	48.15	1,821.95	(0.00)	1,821.95
Total: BOOTH_HOTEL1			4,742.16	152,015.76	0.00	152,015.76
Line Item Totals: BOOTH_HOTEL1			4,742.16	152,015.76	0.00	152,015.76



Estimate

Falcon Roofing
Chris Carpenter
Sales & Project Manager
620-330-6912
ccarpfalcon@yahoo.com

Summary

Line Item Total	147,273.60
Material Sales Tax	4,742.16
Replacement Cost Value	\$152,015.76
Net Claim	\$152,015.76

Chris Carpenter



DOWNTOWN INDEPENDENCE BUILDING GRANT

To be completed by the applicant:

Owner of Record (must be applicant): Booth Residences LLC

Phone: [REDACTED] Email: [REDACTED]

Mailing Address: [REDACTED] Property Address: 201 W Main Street

[REDACTED] [REDACTED] Independence, KS 67301

Description of Proposed Improvements:

Replace flat roof above 5th floor

Remove existing built up roofing, add insulation with slope and modified bitumen

Estimated Total Cost of Improvements: \$ 152,015

Estimated Cost of Eligible Improvements: \$ 152,015 Grant Funding Requested: \$ 25000

Anticipated Project Start Date: 5 / 10 / 26 Anticipated Project Completion Date: 7 / 31 / 26

Required supplemental documentation:

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

Architect / Engineer / Contractor Information:

Contact: Chris Carpenter Phone: 620-330-6912 Email: ccarpfalcon@yahoo.com

Business Name: Flacon Roofing City License: # 13-116396 Services: Roofing

Contact: _____ Phone: _____ Email: _____

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

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

By signing below, I agree to the participate in the program as outlined, to provide all required information and verifications of work, and to maintain the property and improvements, including, but not limited to promptly removing graffiti, sweeping, and shoveling in front of the property. I certify that to the best of my knowledge all the information provided is truthful and factual. I understand that by participating in this Program, I give my consent for City staff to enter my property to make inspections related to the program and that photos taken of my property can be used in City promotional materials. Monies granted through this program will be reported on IRS Form 1099-G.

Signature of applicant (owner): David C. [Signature] Date: 4 / 17 / 26

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

FOR CITY OFFICE USE BELOW

- Improvements are Eligible for Grant
- Real Estate Taxes Current City Bills Current
- Required Supplemental Documentation Received
- Before Pictures Taken
- Funding Available
- Building Permit Required (Yes/No) Building Permit Issued Permit No. _____
- Initial Inspection of Property/Project: / / See Attached Inspection Sheet

Application Approval Date: / / Approved By: _____

Project Completion Date: / / Reviewed By: _____

Program Close-Out Documentation

- After Pictures Taken
- Improvements Meet City Code and Building Requirements
- Receipts Received (50% Completion) Date: / /
Amount: \$ _____ Payment (25%): \$ _____ By: _____

- Receipts Received (100% Completion) Date: / /
Amount: \$ _____ Payment (25%): \$ _____ By: _____

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

13-0033-00
WOOD INSURANCE CENTER LLC
1725 WASHINGTON AVE
PARSONS KS 67357-3204

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

PO BOX 30660 • LANSING, MI 48909-8160

Agency phone: 620.421.6900

Auto-Owners Insurance Company

09-22-2025

You can view your policy or change your paperless options at any time online at www.auto-owners.com.

BOOTH HOTEL LLC
PO BOX 871
INDEPENDENCE KS 67301-0871

RE: Policy 104613-75665727-25

Thank you for selecting Auto-Owners Insurance Group to service your insurance needs!

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages, and rates. Please take this opportunity to review your insurance needs with your Auto-Owners agent **620.421.6900**, and discuss which company and program might be appropriate for you. After talking with your agent, if there are any unanswered questions, please contact us at 517.323.1200.

Auto-Owners Insurance Company was formed in 1916. Our A+ (Superior) rating by AM Best signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of five property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Since 1916

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

59349 (10-03)

AVAILABILITY OF TERRORISM RISK INSURANCE COVERAGE

Dear Policyholder:

Our records indicate that you previously rejected our offer to provide coverage for certified acts of terrorism. The enclosed policy does not provide coverage for certified acts of terrorism in accordance with your previous rejection of coverage.

If you would like coverage for certified acts of terrorism, please contact us.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

59349 (10-03)

Page 1 of 1

NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act) will expire on December 31, 2027 unless the Federal government extends the Act. What this means to you is the following:

1. This policy does not provide coverage for certified acts of terrorism, since you have previously declined this coverage.
2. A conditional endorsement entitled, Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) is enclosed. This conditional endorsement will only apply if the Act is not extended or if the Act is revised to increase statutory deductibles, decrease the federal government's share in potential losses above the statutory deductibles, change the levels, terms or conditions of coverage and we are no longer required to make terrorism coverage available and elect not to do so. It will not apply if the Act is simply extended.
3. The conditional endorsement will provide coverage for an incident of terrorism pursuant to the terms and conditions of the policy only if the incident does not involve nuclear, biological or chemical material.
4. A premium charge will be made for this coverage after January 1, 2028. It will be prorated for the period beginning January 1, 2028 and ending on the expiration date of this policy term. However, it will only be made if the Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) is not extended. Revised Declarations will be mailed to you after January 1, 2028.
5. If the Act is extended without any revision, the enclosed policy will continue to exclude coverage for certified acts of terrorism. The conditional endorsement will not be activated and the changes in coverage or premium referenced above will not apply.
6. If the Act is extended with revisions or is replaced, and we are required or elect to continue to offer coverage for certified acts of terrorism, we may amend this policy in accordance with the provisions of the revised Act or its replacement.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY WOOD INSURANCE CENTER LLC
13-0033-00 MKT TERR 118 620-421-6900

Renewal Effective 12-21-2025

POLICY NUMBER 104613-75665727-25

INSURED BOOTH HOTEL LLC

Company Use 75-46-KS-1012

ADDRESS PO BOX 871
INDEPENDENCE KS 67301-0871

Company
Bill

Policy Term	
12:01 a.m.	12:01 a.m.
12-21-2025	12-21-2026

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Hotel

Entity: Limited Liab Corp

Program: Special Hotel Without Restaurant

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL PROPERTY COVERAGE	\$14,137.00
COMMERCIAL GENERAL LIABILITY COVERAGE	\$2,299.00
TOTAL	\$16,436.00
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
Paid in Full Discount applies.	
The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.	

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):

IL0017 (11-85) 55000 (07-12) 59392 (11-20) 59349 (10-03)

Countersigned By: _____

Auto-Owners Ins. Co.

Issued 09-22-2025

AGENCY WOOD INSURANCE CENTER LLC
13-0033-00 MKT TERR 118

Company **POLICY NUMBER 104613-75665727-25**
Bill 75-46-KS-1012

INSURED BOOTH HOTEL LLC

Term 12-21-2025 to 12-21-2026

54104 (07-87)

COMMERCIAL PROPERTY COVERAGE

55198 (12-10)

STANDARD PROPERTY PLUS COVERAGE PACKAGE DECLARATION

The coverages and limits below apply separately to each location or sublocation that sustains a loss to covered property and is designated in the Commercial Property Coverage Declarations. No deductible applies to the below Property Plus Coverages.

COVERAGE	LIMIT
ACCOUNTS RECEIVABLE	\$100,000
BAILEES	\$5,000
	\$2,500 PER ITEM
BUSINESS INCOME & EXTRA EXPENSE W/RENTAL VALUE, INCLUDING NEWLY ACQUIRED LOC'S 0 HOUR WAITING PERIOD	\$50,000
DEBRIS REMOVAL	\$25,000
ELECTRONIC DATA PROCESSING EQUIPMENT	\$25,000
EMPLOYEE DISHONESTY	\$15,000
FINE ARTS, COLLECTIBLES AND MEMORABILIA	\$10,000
	\$2,500 PER ITEM
FIRE DEPARTMENT SERVICE CHARGE	\$5,000
FORGERY AND ALTERATION	\$10,000
MONEY AND SECURITIES INSIDE PREMISES	\$15,000
MONEY AND SECURITIES OUTSIDE PREMISES	\$15,000
NEWLY ACQUIRED BUSINESS PERSONAL PROPERTY	\$500,000 FOR 90 DAYS
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY	\$1,000,000 FOR 90 DAYS
ORDINANCE OR LAW	SEE COMMERCIAL PROPERTY DECLARATIONS
OUTDOOR PROPERTY	\$15,000
TREES, SHRUBS OR PLANTS	\$1,000 PER ITEM
RADIO OR TELEVISION ANTENNAS	\$10,000
PERSONAL EFFECTS AND PROPERTY OF OTHERS	\$15,000
POLLUTANT CLEAN UP AND REMOVAL	\$25,000
PROPERTY IN TRANSIT	\$25,000
PROPERTY OFF PREMISES	\$25,000
REFRIGERATED PRODUCTS	\$10,000
SALESPERSON'S SAMPLES	\$10,000

Auto-Owners Ins. Co.

Issued 09-22-2025

AGENCY WOOD INSURANCE CENTER LLC
13-0033-00 MKT TERR 118

Company POLICY NUMBER 104613-75665727-25
Bill 75-46-KS-1012

INSURED BOOTH HOTEL LLC

Term 12-21-2025 to 12-21-2026

55198 (12-10)

STANDARD PROPERTY PLUS COVERAGE PACKAGE DECLARATION

COVERAGE	LIMIT
UTILITY SERVICES FAILURE	\$50,000
VALUABLE PAPERS AND RECORDS ON PREMISES	\$50,000
VALUABLE PAPERS AND RECORDS OFF PREMISES	\$10,000
WATER BACK-UP FROM SEWERS OR DRAINS	\$15,000

Forms that apply to this coverage part:

64004 (12-10)	54198 (12-10)	54334 (12-10)	64020 (12-10)	54189 (12-10)
54186 (12-10)	54218 (03-13)	54217 (07-17)	54216 (03-13)	54214 (03-13)
54221 (12-10)	54220 (06-00)	54219 (12-10)	54338 (03-13)	54339 (03-13)
64010 (12-10)	64352 (12-20)	64000 (12-10)		

55198 (12-10)

STANDARD HOTEL PROPERTY PLUS COVERAGE PACKAGE DECLARATIONS

The coverages and limits below apply separately to each location or sublocation that sustains a loss to covered property and is designated in the Commercial Property Coverage Declarations. No deductible applies to the below Hotel Plus Coverages.

COVERAGE	LIMIT
ACCOUNTS RECEIVABLE	\$100,000
BAILEES	\$5,000
	\$2,500 PER ITEM
BILLBOARDS OWNED BY THE INSURED	\$5,000
BUSINESS INCOME & EXTRA EXPENSE W/RENTAL VALUE, INCLUDING NEWLY ACQUIRED LOC'S 0 HOUR WAITING PERIOD	ACTUAL LOSS SUSTAINED 12 MONTHS
DEBRIS REMOVAL	\$25,000
ELECTRONIC DATA PROCESSING EQUIPMENT	\$25,000
EMPLOYEE DISHONESTY	\$15,000
EXPANDED BUILDING DEFINITION	INCLUDED
FINE ARTS, COLLECTIBLES AND MEMORABILIA	\$10,000
	\$2,500 PER ITEM
FIRE DEPARTMENT SERVICE CHARGE	\$5,000
FORGERY AND ALTERATION	\$10,000
HOUSEHOLD PERSONAL PROPERTY	\$5,000
INNKEEPERS LIABILITY	\$5,000
	\$1,000 PER GUEST
MONEY AND SECURITIES INSIDE PREMISES	\$15,000
MONEY AND SECURITIES OUTSIDE PREMISES	\$15,000
NEWLY ACQUIRED BUSINESS PERSONAL PROPERTY	\$500,000 FOR 90 DAYS

Auto-Owners Ins. Co.

Issued 09-22-2025

AGENCY WOOD INSURANCE CENTER LLC
13-0033-00 MKT TERR 118

Company POLICY NUMBER 104613-75665727-25
Bill 75-46-KS-1012

INSURED BOOTH HOTEL LLC

Term 12-21-2025 to 12-21-2026

55198 (12-10)

STANDARD HOTEL PROPERTY PLUS COVERAGE PACKAGE DECLARATIONS

COVERAGE	LIMIT
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY ORDINANCE OR LAW	\$1,000,000 FOR 90 DAYS SEE COMMERCIAL PROPERTY DECLARATIONS
OUTDOOR PROPERTY	\$15,000
TREES, SHRUBS OR PLANTS	\$1,000 PER ITEM
RADIO OR TELEVISION ANTENNAS	\$10,000
PERSONAL EFFECTS AND PROPERTY OF OTHERS	\$15,000
POLLUTANT CLEAN UP AND REMOVAL	\$25,000
PROPERTY IN TRANSIT	\$25,000
PROPERTY OFF PREMISES	\$25,000
REFRIGERATED PRODUCTS	\$10,000
SALESPERSON'S SAMPLES	\$10,000
UTILITY SERVICES FAILURE	\$50,000
VALUABLE PAPERS AND RECORDS ON PREMISES	\$50,000
VALUABLE PAPERS AND RECORDS OFF PREMISES	\$10,000
WATER BACK-UP FROM SEWERS OR DRAINS	\$15,000

Forms that apply to this coverage part:

64014 (07-17)	54198 (12-10)	54334 (12-10)	64020 (12-10)	54189 (12-10)
54186 (12-10)	54218 (03-13)	54217 (07-17)	54216 (03-13)	54214 (03-13)
54221 (12-10)	54220 (06-00)	54219 (12-10)	54173 (05-15)	25006 (05-15)
54338 (03-13)	54339 (03-13)	64010 (12-10)	64352 (12-20)	64000 (12-10)

Coverages Provided

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

LOCATION 0001 - BUILDING 0001

Location: 201 W Main St, Independence, KS 67301-3544

Occupied As: Hotel

Secured Interested Parties: None

Rating Information

Territory: 315

Program: Special

Protection Class: 03

Rated As Sprinklered

Specific Rate - Pers Prop: 0.081

County: Montgomery

Construction: Fire Resist

Class Code: 0322

Specific Rate - Building: 0.025

Auto-Owners Ins. Co.

Issued 09-22-2025

AGENCY WOOD INSURANCE CENTER LLC
13-0033-00 MKT TERR 118

Company POLICY NUMBER 104613-75665727-25
Bill 75-46-KS-1012

INSURED BOOTH HOTEL LLC

Term 12-21-2025 to 12-21-2026

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING			\$5,228,100		
Causes of Loss					
Basic Group I	90%	\$10,000*		0.022	\$1,150.00
Basic Group II	90%	\$10,000*		0.139	\$7,267.00
Windstorm/Hail	90%	3% *			Included
Special	90%	\$10,000*		0.032	\$1,673.00
Theft	90%	\$10,000*			Included
OPTIONAL COVERAGE					
Inflation Guard Factor Building 1.025					
Property Plus Coverage Package		None	See 55198 (12-10)		\$1,181.00
Tier: Standard					
Equipment Breakdown		\$10,000	See Form 54843		\$293.00
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$10,000	Incl in Bldg Limit		Included
Coverage B-Demolition		\$10,000	\$50,000		Included
PERSONAL PROPERTY			\$426,450		
Causes of Loss					
Basic Group I	90%	\$10,000*		0.090	\$384.00
Basic Group II	90%	\$10,000*		0.090	\$384.00
Windstorm/Hail	90%	3% *			Included
Special	90%	\$10,000*		0.035	\$149.00
Theft		*			Excluded
OPTIONAL COVERAGE					
Replacement Cost					
Inflation Guard Factor Personal Property 1.025					
Property Plus Coverage Package		None	See 55198 (12-10)		\$107.00
Tier: Standard					
Equipment Breakdown		\$10,000	See Form 54843		\$27.00
ORDINANCE OR LAW					
Coverage D-Tenant's I&B		\$10,000	\$60,000		Included

*This deductible will apply separately to each building.

Forms that apply to this building:

54835 (07-08)	IL0261 (12-89)	IL0003 (07-02)	59351 (01-15)	IL0160 (01-16)
64224 (01-16)	54753 (03-19)	59325 (12-19)	64329 (07-19)	64036 (02-12)
64393 (08-22)	IL0017 (11-85)	CP0090 (07-88)	64000 (12-10)	64013 (12-10)
64010 (12-10)	64020 (12-10)	64004 (12-10)	54843 (07-19)	64352 (12-20)
54585 (12-10)	64055 (12-10)	IL0415 (10-91)	59392 (11-20)	

Auto-Owners Ins. Co.

Issued 09-22-2025

AGENCY WOOD INSURANCE CENTER LLC
13-0033-00 MKT TERR 118

Company POLICY NUMBER 104613-75665727-25
Bill 75-46-KS-1012

INSURED BOOTH HOTEL LLC

Term 12-21-2025 to 12-21-2026

COMMERCIAL PROPERTY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59351	EXCLUDED
TERRORISM COVERAGE	
A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 54835, 59392	
LOCATION 0001	\$12,615.00

LOCATION 0003 - BUILDING 0001

Location: 122 W Main St, Independence, KS 67301-3511

Occupied As: Warehouse

Secured Interested Parties: See Attached Schedule

Rating Information

Territory: 315	County: Montgomery
Program: Hotel Without Restaurant	Construction: Masonry
Protection Class: 03	Class Code: 0843
Class Rate - Building: 0.252	

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING			\$226,900		
Causes of Loss					
Basic Group I	90%	\$2,500*		0.138	\$313.00
Basic Group II	90%	\$2,500*		0.389	\$883.00
Wind/Hail	90%	\$5,000*			
Special	90%	\$2,500*		0.071	\$161.00
Theft	90%	\$2,500*			Included
OPTIONAL COVERAGE					
Inflation Guard Factor Building 1.025					
Hotel Plus Coverage Package		None	See 55198 (12-10)		\$165.00
Tier: Standard					
Equipment Breakdown			Excluded		
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$2,500	Incl in Bldg Limit		Included
Coverage B-Demolition		\$2,500	\$50,000		Included

*This deductible will apply separately to each building.

Forms that apply to this building:

54835 (07-08)	IL0261 (12-89)	IL0003 (07-02)	59351 (01-15)	IL0160 (01-16)
64036 (02-12)	64224 (01-16)	CP0320 (10-90)	54753 (03-19)	59325 (12-19)
64329 (07-19)	64393 (08-22)	IL0017 (11-85)	CP0090 (07-88)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64352 (12-20)	64020 (12-10)	64014 (07-17)
54173 (05-15)	25006 (05-15)	59392 (11-20)		

Auto-Owners Ins. Co.

Issued 09-22-2025

AGENCY WOOD INSURANCE CENTER LLC
13-0033-00 MKT TERR 118

Company POLICY NUMBER 104613-75665727-25
Bill 75-46-KS-1012

INSURED BOOTH HOTEL LLC

Term 12-21-2025 to 12-21-2026

COMMERCIAL PROPERTY COVERAGE - LOCATION 0003 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59351	EXCLUDED
TERRORISM COVERAGE	
A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 54835, 59392	
LOCATION 0003	\$1,522.00

Secured Interested Parties and/or Additional Interested Parties

Applies to Loc/Bldg(s):
0003/001
DAVID & LINDA GRICE
Po Box 871
Independence, KS 67301
Interest: Loss Payable

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal And Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage)	\$300,000 Any One Premises
Medical Payments	\$10,000 Any One Person
Hired Auto & Non-Owned Auto	\$1,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	
Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

Auto-Owners Ins. Co.

Issued 09-22-2025

AGENCY WOOD INSURANCE CENTER LLC
13-0033-00 MKT TERR 118

Company POLICY NUMBER 104613-75665727-25
Bill 75-46-KS-1012

INSURED BOOTH HOTEL LLC

Term 12-21-2025 to 12-21-2026

AUDIT TYPE: Non-Audited

Forms that apply to this coverage:

55405 (07-08)	59351 (01-15)	55146 (06-04)	CG0109 (11-85)	IL0017 (11-85)
IL0261 (12-89)	IL0021 (07-02)	CG2106 (05-14)	55444 (05-17)	CG2167 (12-04)
CG0001 (04-13)	55513 (05-17)	CG2109 (06-15)	55029 (05-17)	CG2196 (03-05)
CG2132 (05-09)	CG2147 (12-07)	55885 (05-17)	59325 (12-19)	CG2010 (04-13)
59392 (11-20)				

LOCATION 0001 - BUILDING 0001

Location: 201 W Main St, Independence, KS 67301-3544

Territory: 004

County: Montgomery

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Commercial General Liability Plus Endorsement Included At 7.5% Of The Premises Operation Premium	00501	Prem/Op	Prem/Op Prem Included	Included	Included
Halls (For-Profit)	44276		Area	Each 1000	
Apartment Hotels - 4 Stories Or More	60016		Units	Each 1	
Buildings Or Premises - Bank Or Office - Mercantile Or Manufacturing- Maintained By The Insured (Lessor's Risk Only) (For-Profit)	61217	Prem/Op Prod/Comp Op	Area 58,788 58,788	Each 1000 35.811 1.845	\$2,105.00 \$108.00
Additional Interests Cg2010 04-13 Add'L Ins-Excl Prod 1. 2Ooth Residences Llc	49950	Prem/Op	Flat Charge		\$20.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59351 TERRORISM COVERAGE A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 55405, 59392	EXCLUDED
LOCATION 0001	\$2,233.00

LOCATION 0003 - BUILDING 0001

Location: 122 W Main St, Independence, KS 67301-3511

Territory: 004

County: Montgomery

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Warehouses-Private (For-Profit)	68706	Prem/Op Prod/Comp Op	Area 2,608 2,608	Each 1000 24.232 1.250	\$63.00 \$3.00

Auto-Owners Ins. Co.

Issued 09-22-2025

AGENCY WOOD INSURANCE CENTER LLC
 13-0033-00 MKT TERR 118

Company **POLICY NUMBER 104613-75665727-25**
 Bill 75-46-KS-1012

INSURED BOOTH HOTEL LLC

Term 12-21-2025 to 12-21-2026

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0003 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59351	EXCLUDED
TERRORISM COVERAGE	
A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 55405, 59392	
LOCATION 0003	\$66.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROTECTIVE SAFEGUARDS

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
 FARM COVERAGE PART

SCHEDULE*

Prem. No.	Bldg. No.	Protective Safeguards Symbols Applicable
1	1	P-1

Described any "P-9":

1. The following is added to the:

COMMERCIAL PROPERTY CONDITIONS
 General Conditions in the FARM PROPERTY
 COVERAGE FORM
 General Conditions in the MOBILE AGRICULTURAL
 MACHINERY AND EQUIPMENT COVERAGE
 FORM
 General Conditions in the LIVESTOCK COVERAGE
 FORM

PROTECTIVE SAFEGUARDS

- a. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.
- b. The protective safeguards to which this endorsement applies are identified by the following symbols:

"P-1" Automatic Sprinkler System, including related supervisory services.

Automatic Sprinkler System means:

- (1) Any automatic fire protective or extinguishing system, including connected:
 - (a) Sprinklers and discharge nozzles;
 - (b) Ducts, pipes, valves and fittings;
 - (c) Tanks, their component parts and supports; and
 - (d) Pumps and private fire protection mains.
- (2) When supplied from an automatic fire protective system:

(a) Non-automatic fire protective systems; and

(b) Hydrants, standpipes and outlets.

"P-2" **Automatic Fire Alarm**, protecting the entire building, that is:

- (1) Connected to a central station; or
- (2) Reporting to a public or private fire alarm station.

"P-3" **Security Service**, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

"P-4" **Service Contract** with a privately owned fire department providing fire protection service to the described premises.

"P-9" The protective system described in the Schedule.

2. The following is added to the EXCLUSIONS section of:

CAUSES OF LOSS - BASIC FORM
 CAUSES OF LOSS - BROAD FORM
 CAUSES OF LOSS - SPECIAL FORM
 MORTGAGE HOLDERS' ERRORS AND OMISSIONS COVERAGE FORM
 STANDARD PROPERTY POLICY
 FARM PROPERTY COVERAGE FORM
 MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
 LIVESTOCK COVERAGE FORM

We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

- a. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- b. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
BOOTH RESIDENCES LLC 2301 MONACO PARKWAY, DENVER, CO 80207	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the

insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its

intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to

Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOTEL PLUS - CRIME COVERAGE ENDORSEMENT

Tailored Protection Policy

This endorsement adds Crime Coverage for the following:

LIABILITY FOR GUESTS PROPERTY - PREMISES

A. COVERAGE

We will pay those sums that you become legally obligated to pay as damages because of loss or destruction of, or damage to Covered Property. We have the right and duty to defend any suit brought against you seeking damages that are payable under this insurance.

1. Covered Property

Any property, other than that specified as Property Not Covered, belonging to your "guests" while the property is:

- a. Inside the "premises"; or
- b. In your possession.

2. Property Not Covered

a. Samples, Articles for Sale

Samples or articles carried or held for sale or for delivery after sale.

b. Vehicles

Any vehicle including:

- (1) Its equipment and accessories; and
- (2) Any property contained in or on a vehicle.

3. Supplementary Payments

If we defend any suit, we will pay with respect to:

a. Expenses

- (1) Reasonable expenses you incur at our request;
- (2) Expenses we incur; and
- (3) Costs charged against you.

b. Interest

- (1) Interest on the full amount of any judgment that accrues:
 - (a) After entry of the judgment; and
 - (b) Before we pay, offer to pay or deposit in court that part of the judgment for which we are liable under this insurance.
- (2) Prejudgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any

prejudgment interest based on that period of time after the offer.

c. Loss of Wages or Salary

Actual loss of wages or salary (but not other income) because of required attendance at hearings or trials connected with the suit. But, we will not pay more than \$100 per day under this part of the Supplementary Payments.

d. Premiums for Bonds

Premiums for the following types of bonds having penalties totaling not more than the Limit of Insurance shown in the Hotel Plus Coverage Declarations.

- (1) Appeal bonds required in the suit; and
- (2) Bonds to release attachments. But, we do not have to apply for or furnish those bonds.

Our liability for Supplementary Payments is in addition to the Limit of Insurance shown in the Hotel Plus Coverage Declarations.

B. LIMIT OF INSURANCE

1. The most we will pay in the aggregate for all damages because of loss or destruction of or damage to Covered Property in any one "occurrence" is the per occurrence Limit of Insurance shown in the Hotel Plus Coverage Declarations.
2. Subject to the applicable limit stated in 1. above, the most we will pay for all damages because of loss or destruction of or damage to property of any one "guest" is the per guest Limit of Insurance shown in the Hotel Plus Coverage Declarations.

All loss, destruction or damage involving a single act or series of related acts whether caused by one or more persons is considered one "occurrence".

C. EXCLUSIONS, CONDITIONS, DEFINITIONS

This insurance is subject to the following:

1. Exclusions

We will not pay for damages arising out of, or the defense of any suit connected with, any of the following:

- a. Acts Committed by You or Your Partners**
Loss or destruction of, or damage to property resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.
- b. Assumed Liability**
Liability you assume under any written agreement. But this exclusion does not apply to any written agreement entered into with a "guest" before the "occurrence" of any loss, destruction or damage that increases to an amount not exceeding \$1,000 any lesser amount for which you may otherwise be liable under any statute.
- c. Fire**
Destruction of, or damage to property resulting from fire.
- d. Food or Liquid**
Destruction of, or damage to property resulting from the spilling, upsetting or leaking of any food or liquid.
- e. Governmental Action**
Loss or destruction of, or damage to property resulting from seizure or destruction of the property by order of governmental authority.
- f. Inherent Vice**
Destruction of, or damage to property resulting from insects, animals, wear and tear, gradual deterioration or inherent vice.
- g. Laundering or Cleaning**
Destruction of, or damage to property while in your care and custody for laundering or cleaning.
- h. Nuclear**
Loss or destruction of, or damage to property resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
- i. Release of Others from Liability**
Your release of any other person or organization from legal liability.
- j. War and Similar Actions**
Loss or destruction of, or damage to property resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.
- 2. Conditions**
- a. Bankruptcy**
You or your estate's bankruptcy or insolvency will not relieve us of our obligations under this insurance.
- b. Defense, Investigation and Settlement**
- (1) We may investigate and settle any claim or suit as we deem expedient.
- (2) We will not defend any suit after having paid judgments or settlements equal to the Limit of Insurance shown in the Hotel Plus Coverage Declarations.
- c. Duties in the Event of Loss, Claim, or Suit**
In the event of loss, claim or suit you must:
- (1) Notify us promptly of any loss, destruction or damage that may result in a claim;
- (2) Give us prompt, written notice of any claim made or suit brought against you and:
- (a) Send us immediately, copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (b) Authorize us to obtain records and other information; and
- (c) Cooperate with us in the defense, investigation or settlement of the claim or suit.
- You may not voluntarily make a payment, assume any obligation or incur any expense without our consent. If you have reason to believe that any loss or destruction of, or damage to Covered Property involves a violation of law, you must notify the police.
- d. Joint Insured**
- (1) If more than one Insured is named in the DECLARATIONS, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- (2) If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every insured.
- (3) We will not pay more for damages for which more than one Insured is liable than the amount we would pay if one Insured were liable for the damages.
- e. Legal Action Against Us**
No person or organization has a right under this insurance:
- (1) To name us a co-defendant in a suit asking for damages from you; or
- (2) To sue us on this insurance unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final

judgment against you obtained after an actual trial. But, we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

- f. Non-Cumulation of Limit of Insurance**
Limits of Insurance shown in the Hotel Plus Coverage Declarations do not cumulate from year to year or period to period.
- g. Other Insurance**
This insurance does not apply to damages recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the damages, this insurance will apply to that part of the damages not recoverable or recovered under the other insurance.
- h. Policy Period**
 - (1) The Policy Period is the period shown in the DECLARATIONS.
 - (2) We will pay only for damages because of loss or destruction of, or damage to Covered Property incurring during the Policy Period.
- i. Territory**
We will pay only for damages because of your legal liability for loss or destruction of,

or damage to Covered Property occurring within the United States of America, U.S. Virgin Islands, Puerto Rico, or Canada.

- j. Transfer of Your Rights of Recovery Against Others to Us**

You must transfer to us all your rights of recovery against any person or organization pertaining to the loss for which you were liable and for which we have paid damages or made a settlement. You must do everything necessary to secure these rights and do nothing to impair them.

- 3. Definitions**

- a. "Occurrence"** means an:
 - (1) Act or series of related acts involving one or more persons; or
 - (2) Act or event, or a series of related acts or events not involving any person.
- b. "Premises"** mean the interior of that portion of any building at a location shown in the DECLARATIONS that you occupy in conducting your business.
- c. "Guest"** means that person who has paid a fee for their overnight lodging to you, during that period to which that fee applies.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOTEL PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

A. A. COVERAGE is amended.

1. Under **1. Covered Property, a. (2)** is deleted and replaced by the following.
 - (2) Fixtures, including outdoor fixtures of:
 - (a) Outdoor fences, light poles, storage buildings, pools, radio and television antennas (including satellite dishes), awnings and attached signs;
 - (b) Detached signs on or within 1,000 feet of the premises; and
 - (c) Billboard signs located anywhere within the coverage territory.
2. Under **2. Property Not Covered, q. (2)** is deleted and replaced by the following.
 - (2) Masts or towers, trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.
3. **5. Coverage Extensions** is amended.
 - a. **e. Outdoor Property** is deleted and replaced by the following.
 - e. **Outdoor Property**
You may extend the insurance provided by this Coverage Form to apply to your outdoor trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are covered causes of loss:
 - (a) Fire;
 - (b) Lightning;
 - (c) Explosion;
 - (d) Riot or Civil Commotion; or
 - (e) Aircraft.
 The most we will pay for loss or damage is \$10,000, but not more than \$1,000 for any one tree, shrub or plant, unless

higher limits are shown in the Declarations. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

b. The following is added.

Household Personal Property

You may extend the insurance that applies to **Your Business Personal Property** to Household Personal Property located in or on the building described in the Commercial Property Coverage Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises, usual to the occupancy of the described premises as living quarters, that:

(1) Belongs to you, or at your option:

- (a) Your domestic worker; or
- (b) A member of your family; or

(2) For which you may be legally liable.

This includes property purchased under an installment plan. The most we will pay under this extension is the Limit of Insurance shown in the Declarations for HOUSEHOLD PERSONAL PROPERTY per occurrence. You may apply up to \$500 of this amount for such property while it is away from the described premises.

B. C. LIMITS OF INSURANCE is amended.

1. Paragraph **2.** is deleted.
2. The following is added.

The most we will pay for loss or damage to billboard signs is the Limit of Insurance shown in the Declarations for BILLBOARDS OWNED BY THE INSURED.

All other policy terms and conditions apply.

54835 (7-08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or
 - b. The Program is renewed, extended or otherwise continued in effect:
 - (1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and
 - (2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.
2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism".

3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide the revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

- B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks. "Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

54835 (7-08)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright ISO Properties, Inc., 2004

Page 1 of 2

2. When one or both of the following applies:
- a. The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government or the civilian population or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

Exclusion Of "Terrorism"

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

64329 (7-19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – DEPRECIATION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

Wherever it appears in this Coverage Part and any endorsement attached to this Coverage Part, depreciation means a decrease in value because of age, wear, obsolescence or market value and includes:

- 1.** The cost of materials, labor and services;
 - 2.** Any applicable taxes; and
 - 3.** Profit and overhead
- necessary to repair, rebuild or replace lost or damaged property.

The meaning of depreciation in this endorsement supersedes any provision in this Coverage Part and any endorsement attached to this Coverage Part to the contrary.

All other policy terms and conditions apply.

64329 (7-19)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Page 1 of 1

BUSINESS INCOME (AND EXTRA EXPENSE) ACTUAL LOSS SUSTAINED COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section C., DEFINITIONS. The descriptions in the headings of this Coverage Form and all applicable endorsements are solely for convenience and form no part of the terms and conditions of coverage.

A. COVERAGE

1. Business Income

a. Business Income means the:

- (1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- (2) Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

b. We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which ACTUAL LOSS SUSTAINED is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 1,000 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (1) The portion of the building which you rent, lease or occupy; and
- (2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

c. We will only pay for loss of Business Income that you sustain during the "period of restoration" and that occurs within the number of months shown in the Declarations after the date of direct physical loss or damage.

2. Extra Expense

a. Extra Expense Coverage is provided at the premises described in the Declarations only if the Declarations show that Business Income Coverage applies at that premises.

b. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- (2) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

We will only pay for Extra Expense that occurs within the number of months shown in the Declarations after the date of direct physical loss or damage.

3. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes Of Loss Form as shown in the Declarations.

4. Additional Limitation - Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data", except as provided under the Additional Coverage - Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data", except as provided under the Additional Coverage - Interruption Of Computer Operations.

5. Additional Coverages

a. Civil Authority

In this Additional Coverage - Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin immediately following the time of the first action of civil authority that prohibits access to the described premises; however, if a waiting period is shown in the Declarations, then after such period

following the time of the first action of civil authority that prohibits access to the described premises.

Civil Authority Coverage for Business Income will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
 - (2) When your Civil Authority Coverage for Business Income ends
- whichever is later.

b. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur, subject to **A.1.** and **2.** above, due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 1,000 feet of the described premises and:
 - (a) Used in the construction, alterations or additions; or
 - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

c. Extended Business Income

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (1) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (2) Ends on the earlier of:
 - (a) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income

amount that would have existed if no direct physical loss or damage had occurred; or

- (b) 30 consecutive days after the date determined in (1) above, unless a greater number of consecutive days is shown in the Declarations.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

d. Interruption Of Computer Operations

(1) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of "electronic data" due to a Covered Cause of Loss.

(2) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:

- (a) If the Causes Of Loss - Special Form applies, coverage under this Additional Coverage - Interruption Of Computer Operations is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
- (b) If the Causes Of Loss - Broad Form applies, coverage under this Additional Coverage - Interruption Of Computer Operations includes Collapse as set forth in that form.
- (c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage - Interruption Of Computer Operations.
- (d) The Covered Causes of Loss include a computer virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or

destroy any part of the system or disrupt its normal operation. However, there is no coverage for an interruption related to manipulation of a computer system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.

(3) The most we will pay under this Additional Coverage - Interruption Of Computer Operations, for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved is \$10,000, unless a higher limit is shown in the Declarations, subject to the following:

- (a) If at the time of interruption, the computer system is equipped with active virus scanning or anti-virus software, this entire amount is available.
- (b) If at the time of interruption, the computer system is not equipped with active virus scanning or anti-virus software, payment will be limited to \$2,500 for that occurrence.

If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.

(4) This Additional Coverage - Interruption Of Computer Operations does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (3) above has not been exhausted.

6. Coverage Extension

You may extend the insurance provided by this Coverage Part as follows:

NEWLY ACQUIRED LOCATIONS

- a. You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions, if the location you acquire is intended for:
 - (1) Similar use as the location described in the Declarations; or
 - (2) Use as a warehouse.
- b. The most we will pay under this extension for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - (1) This policy expires;
 - (2) 60 days expire after you acquire or begin to construct the property; or
 - (3) You report values to us.
 We will charge you additional premium for values reported from the date you acquire the property.

B. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Loss

- a. You must see that the following are done in the event of loss:
 - (1) Notify the police if a law may have been broken.
 - (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.

- (3) As soon as possible, give us a description of how, when, and where the direct physical loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (7) Cooperate with us in the investigation or settlement of the claim.
 - (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Determination

- a. The amount of Business Income loss will be determined based on:
 - (1) The Net Income of the business before the direct physical loss or damage occurred;
 - (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the

Covered Cause of Loss on customers or on other businesses;

(3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and

(4) Other relevant sources of information, including:

(a) Your financial records and accounting procedures;

(b) Bills, invoices and other vouchers; and

(c) Deeds, liens or contracts.

b. The amount of Extra Expense will be determined based on:

(1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:

(a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and

(b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and

(2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

c. Resumption Of Operations

We will reduce the amount of your:

(1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.

(2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

a. We have reached agreement with you on the amount of loss; or

b. An appraisal award has been made.

C. DEFINITIONS

1. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

2. "Finished stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

3. "Operations" means your business activities occurring at the described premises.

4. "Period of restoration" means the period of time that:

a. Begins:

(1) Immediately following the time of direct physical loss or damage; however, if a waiting period is shown in the Declarations, then after such period following the time of direct physical loss or damage for Business Income Coverage; or

(2) Immediately following the time of direct physical loss or damage for Extra Expense Coverage

caused by or resulting from any Covered Cause of Loss at the described premises; and

b. Ends on the earlier of:

(1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(2) The date when business is resumed at a new permanent location.

"Period of restoration" does not mean any increased period required due to the enforcement of any ordinance or law that:

(1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

The expiration date of this policy will not shorten or cause the "period of restoration" to terminate.

5. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and

waste. Waste includes materials to be recycled, reconditioned or reclaimed.

6. "Suspension" means:
- a. The slowdown or cessation of your business activities; or
 - b. That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.

55405 (7-08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or

b. The Program is renewed, extended or otherwise continued in effect:

(1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and

(2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.

2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism

endorsement already endorsed to this policy that addresses "certified acts of terrorism".

3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

- 1. That involve the following or preparation for the following:**
 - a. Use or threat of force or violence; or**
 - b. Commission or threat of a dangerous act; or**

- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government or the civilian population, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- C. The following exclusion is added:

Exclusion Of "Terrorism"

We will not pay for "bodily injury", "property damage", "personal injury" or "advertising injury" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". All "bodily injury", "property damage", "personal injury" or "advertising injury" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such

injury or damage. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM
and
IMPORTANT INFORMATION REGARDING TERRORISM RISK
INSURANCE COVERAGE**

It is agreed:

1. The following definition applies:

Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:

- a. the Secretary of Homeland Security; and
- b. the Attorney General of the United States

to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

Under the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:

- a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
- b. **(1)** if the act of terrorism is:
 - a) a violent act; or
 - b) an act that is dangerous to human life, property or infrastructure; and
- (2)** if the act is committed:
 - a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
 - b) to influence the policy or affect the conduct of the United States government by coercion.

2. The following exclusion is added:

We shall not pay:

- a. for any loss caused directly or indirectly by a **certified act of terrorism**, whether or not any other cause or event contributed concurrently or in any sequence to the loss.
- b. sums any insured becomes legally obligated to pay because of or arising out of bodily injury, property damage, personal injury or advertising injury, if covered by this insurance, caused by a **certified act of terrorism**.

All other policy terms and conditions apply.

IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

At your request, this policy does not provide insurance coverage for certified acts of terrorism as defined in the Act. "Excluded" is shown on the Declarations page under this coverage. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

KanPay Counter

Your Receipt

PURCHASE RECEIPT

Montgomery County

Montgomery County

PO Box 767

Independence KS 67301

(620)330-1100

(620)330-1150

OTC Local Ref ID: 147159054

4/21/2026 12:35 PM

A portal processing fee is charged for all payments via KanPay Counter (2.5% for credit cards, \$1.50 for checks)

Status: **APPROVED**
Customer Name: Jared Clark
Type: Visa
Credit Card Number: **** * 9977

Items	Location	Quantity	TPE Order ID	Total Amount
Property Tax	Montgomery County	1	89065738	\$572.81
Total remitted to the Montgomery County				\$572.81
Kansas total amount charged				\$587.13



Montgomery County Treasurer's Office
Mandi Hargis, Treasurer

217 E. Myrtle / P.O. Box 767
 Independence, Kansas 67301
 620.330.1100

PAID TAX RECEIPT

Receipt #	649259-001
Taxpayer ID	BENN0128
Tax Year	2025
Property Type	Real Estate
Tax Statement #	2561393
Entry/Posting Date	2026/04/21
Penalty Date	2026/04/17

BENNINGTON STATE BANK
 PO BOX 225
 MINNEAPOLIS, KS 67467-0000

	1st Half	2nd Half	Fees & Penalty	TOTAL
ORIGINAL Taxes Due	\$11,971.61	\$11,971.61		\$23,943.22
Paid This Receipt	\$11,971.61	\$11,971.61	\$570.70	\$24,513.92
Amount Due	\$0.00	\$0.00		\$0.00

Payer: Booth Residences LLC ck#3090#3089/credit c/mail

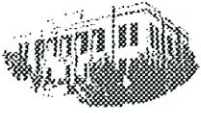
THANK YOU FOR YOUR PAYMENT

PROPERTY DESCRIPTION - REAL ESTATE

Owner..BOOTH RESIDENCES LLC Clrk Legal:IC 000861
 Parcel.108-0000044480 IC 000866
 CAMA #.099-31-0-20-20-001-00-0-01 BENNINGTON
 Sec....31 Twn.32 Rng.16 8/5/2024
 Subdiv.W49 - Orig Plat Blk. 56 Lots. 1-9 St. Addr. 201W MAIN ST



PAID



Montgomery County Treasurer's Office
Mandi Hargis, Treasurer

217 E. Myrtle / P.O. Box 767
 Independence, Kansas 67301
 620.330.1100

PAID TAX RECEIPT

Receipt #	649259-002
Taxpayer ID	BOOT0032
Tax Year	2025
Property Type	Real Estate
Tax Statement #	2562060
Entry/Posting Date	2026/04/21
Penalty Date	2026/04/17

BOOTH RESIDENCES LLC
 2301 MONACO PKWY
 DENVER, CO 80207-0000

	1st Half	2nd Half	Fees & Penalty	TOTAL
ORIGINAL Taxes Due	\$50.72	\$50.72		\$101.44
Paid This Receipt	\$50.72	\$50.72	\$2.11	\$103.55
Amount Due	\$0.00	\$0.00		\$0.00

Payer: **Booth Residences LLC** ck#3090#3089/credit c/mail

THANK YOU FOR YOUR PAYMENT

PROPERTY DESCRIPTION - REAL ESTATE

Owner..BOOTH RESIDENCES LLC Clrk Legal:IC 000878
 Parcel.108-0000044540 IC 000878A1
 CAMA #.099-31-0-20-20-010-00-0-01
 Sec....31 Twn.32 Rng.16
 Subdiv.W49 - Orig Plat Blk. 56 Lots. 16 St. Addr. 210W MAPLE ST





Report
CITY OF INDEPENDENCE
May 14, 2026

Department City Clerk

Director Approval David Schwenker

AGENDA ITEM City Board Minutes

BACKGROUND

SUPPORTING DOCUMENTS

1. March 3, 2026 PZ Minutes
2. April 7, 2026 PZ Minutes
3. April 13, 2026 IHPRC Minutes

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's March 3, 2026 Meeting

I. Call to Order

Present: Rachel Lyon, Michelle Avery, Tim Haynes, Butch Holum, Rita Ortolani and Anita Chappuie

Absent: Kym Kays, Gary Hogsett and Bill Gour

City Staff Present: David Cowan, Assistant City Manager; David Schwenker, City Clerk and Kayla Schabel, Executive Assistant to the City Manager

Guests: Mackey Smith

Chairperson Lyon called the meeting to order.

II. Minutes

- a. Consider approving minutes of the February 3, 2026 minutes.

Motion:

On the motion of Anita Chappuie, seconded by Tim Haynes, the Commission approved the minutes of February 3, 2026, as presented.

Aye: Rachel Lyon, Tim Haynes, Butch Holum, Rita Ortolani, Anita Chappuie

Nay: None

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

IV. Planning Commission

V. Discussion

- a. Focus group regarding the Community-Based Strategic Plan.

Mackey Smith led the discussion to gather feedback for the City's Community-Based Strategic Plan.

VI. Adjournment

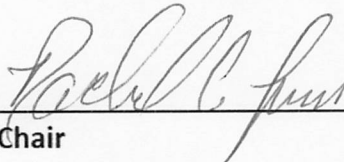
Motion:

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's March 3, 2026
Meeting

On the motion of Anita Chappuie, seconded by Tim Haynes, the Commission adjourned the meeting.

Aye: Rachel Lyon, Michelle Avery, Tim Haynes, Butch Holum, Rita Ortolani,
Anita Chappuie

Nay: None



Chair



Secretary

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's April 7, 2026 Meeting

I. Call to Order

Present: Kym Kays, Tim Haynes, Gary Hogsett, Butch Holum, Rita Ortolani, Anita Chappuie and Bill Gour

Absent: Rachel Lyon and Michelle Avery

City Staff Present: David Cowan, Assistant City Manager; David Schwenker, City Clerk; Jeff Chubb, City Attorney and Kayla Schabel, Executive Assistant to the City Manager

Guests:

Secretary Kays called the meeting to order.

a. Orientation by the City Attorney.

City Attorney Chubb reviewed the rules.

b. Reorganization

1. Election of Chair
2. Election of Vice Chair
3. Election of Secretary

A Reorganization of Officers is generally held at the January meeting of each year. Due to vacancies that were not filled, we delayed reorganization until the February meeting. We have a new member, Bill Gour, appointed to replace Lisa Richard on January 8, 2026. We wish to welcome Bill Gour, and thank Lisa Richard for her service.

Motion:

On the motion of Butch Holum, seconded by Tim Haynes, the Commission appointed Rachel Lyon as Chairperson.

Aye: Kym Kays, Tim Haynes, Gary Hogsett, Butch Holum, Rita Ortolani, Anita Chappuie, Bill Gour

Nay: None

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's April 7, 2026 Meeting

Motion:

On the motion of Tim Haynes, seconded by Bill Gour, the Commission appointed Anita Chappuie as Vice Chairperson.

Aye: Kym Kays, Tim Haynes, Gary Hogsett, Butch Holum, Rita Ortolani, Anita Chappuie, Bill Gour

Nay: None

Motion:

On the motion of Butch Holum, seconded by Anita Chappuie, the Commission appointed Kym Kays as Secretary.

Aye: Kym Kays, Tim Haynes, Gary Hogsett, Butch Holum, Rita Ortolani, Anita Chappuie, Bill Gour

Nay: None

II. Minutes

- a. Consider approving minutes of the March 3, 2026 minutes.

Motion:

On the motion of Tim Haynes, seconded by Gary Hogsett, the Commission approved the March 3rd, 2026 minutes as presented.

Aye: Kym Kays, Tim Haynes, Gary Hogsett, Butch Holum, Rita Ortolani, Anita Chappuie, Bill Gour

Nay: None

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

IV. Planning Commission

- a. Conditional use permit for multi-family dwellings in a nonresidential structure in the C-3 District at 201 N Penn.

The applicant is requesting a Conditional Use Permit to allow multi-family residential use within a non-residential building in the C-3 zoning district.

The subject property is located within the C-3 General Commercial District.

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's April 7, 2026
Meeting

Residential use on the ground floor is not permitted by right in this district and therefore requires approval of a Conditional Use Permit. The applicant proposes to utilize a portion of the ground floor for residential with the remaining area of the ground floor to be commercial. Additional details regarding the layout and proportion of residential versus commercial space will be provided at the meeting.

Public notice of the hearing was published in accordance with state law at least 20 days prior to the hearing date.

Staff recommends approval of the conditional use permit with the following additional stipulations:

1. The conditional use permit shall be issued solely to the applicant and/or property owner and is not transferable to another location.
2. With this conditional use permit, at least 20% of the first floor, including the portion fronting Penn Avenue, shall be reserved for non-residential use. Residential use shall not be permitted within this reserved area. Permitted non-residential uses may include commercial storefront space, an entrance lobby, or similar non-residential space.
3. The upper-story apartment(s) must meet life safety and building code requirements.
4. Independence Historic Preservation and Resource Commission approval and a City Building Permit are required before work can begin.
5. Ground-level windows must be screened in a permanent way so that one cannot see into the personal living space from the exterior of the building.

Relevant Code Sections

902.2 Action by the planning commission: The decision of the planning commission to recommend approval or denial of the proposed conditional use shall be based on any or all of the following criteria which the planning commission determines to be relevant:

- a. The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitation.
- b. The proposed conditional use at the specified location will contribute to and promote the welfare or convenience of the public.
- c. The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.
- d. The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's April 7, 2026 Meeting

use will not dominate the immediate use of the neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to: 1. The location, nature and height of buildings, structures, walls and fences on the site, and 2. The nature and extent of landscaping and screening on the site.

e. Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations (article VII).

f. Adequate utility, drainage, and other such necessary facilities have been or will be provided.

g. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.

Motion:

On the motion of Tim Haynes, seconded by Butch Holum, the Commission tabled the conditional use permit for multifamily dwellings in a nonresidential structure in the C-3 district at 201 N Penn.

Aye: Kym Kays, Tim Haynes, Gary Hogsett, Butch Holum, Rita Ortolani, Anita Chappuie, Bill Gour

Nay: None

b. Text amendment to Appendix B to add Article XIX, Landscaping Requirements

In 2025, the Planning Commission worked with a consultant to conduct a comprehensive overhaul of the City's zoning code. While most of the code updates were adopted, the originally proposed landscaping article raised concerns about being overly complex and better suited to larger urban environments than to Independence's small-town and rural character. The City Commission voted not to adopt the original landscaping article.

City staff have since prepared a revised landscaping section intended to better reflect Independence's development patterns and economic realities. The rewrite included a review of ordinances from comparable Kansas communities, including Coffeyville and Neodesha, and incorporates a cost-limitation provision modeled after Wichita to help ensure landscaping requirements remain financially feasible.

A worksession was held between the Planning Commission and the Commission on February 3, 2026, at which they reviewed the revised landscaping section. Both parties at that time were in agreement. That same

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's April 7, 2026 Meeting

draft is presented for approval by the Planning Commission today.

Public notice of hearing was published 20 days in advance of this meeting.

Motion:

On the motion of Anita Chappuie, seconded by Gary Hogsett, the Commission recommended the City Commission adopt Article XIX, Landscaping Requirements.

Aye: Kym Kays, Tim Haynes, Gary Hogsett, Butch Holum, Rita Ortolani, Anita Chappuie, Bill Gour

Nay: None

V. Discussion

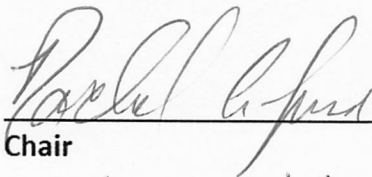
VI. Adjournment

Motion:

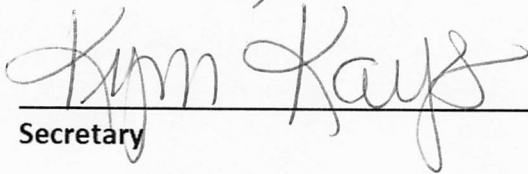
On the motion of Tim Haynes, seconded by Anita Chappuie, the Commission adjourned the meeting.

Aye: Kym Kays, Tim Haynes, Gary Hogsett, Butch Holum, Rita Ortolani, Anita Chappuie, Bill Gour

Nay: None



Chair



Secretary

April 13, 2026
Independence Historical Preservation and Resource Commission
Meeting Minutes

Members Present: Darin Axthelm, Bill Gour, Brea Sanford, Ken Brown, Brett Richards
City Staff: David Cowan
Ex Officio: Lisa Wilson
Absent: Jason Rutledge, Gary Hogsett

Special Guest: Miranda Bruening and Bob Miller

Bill Gour called the meeting to order at 12:00 p.m.

Brea Sanford made a motion to approve the January 28, 2026 meeting minutes as presented. Ken Brown seconded the motion, and all were in favor.

III. Action Items

A.) 124 East Main Street

Miranda Bruening and Bob Miller were present to talk to the Commission regarding the Senior Center building. They have currently undergone a six-month discovery demolition. Crews have removed corrugated metal facia from the building and found a historical brick facade. At some point, modern brick was tied to historic brick, which is easy to remove. Tuckpointing is greatly needed.

- Owner wants to put a mural on the east side of the building.
 - Would depict a scaled to fit "postcard" of Independence in the early 60s to early 70s. Like the mural on the owner's other building, he would put signage from businesses that were prevalent at the time.
 - It was mentioned that they would eventually need a variance for the mural
 - Brea Sanford asked if there were any pictures of Main Street instead of Pennsylvania Avenue that could be used, since the owner had already shown what Pennsylvania Avenue looked like in the olden days. Bruening answered that the photo is what the owner wants.
 - Brett Richards commented concerning the number of murals and suggested to save the space for an original concept. He feels too much artwork detracts from the beauty of the district and also suggested to the owner to find an original subject, instead of what has been done.
 - Owner feels the more murals, the better.
 - He pointed out that there are no murals on that side of town.
 - Bill Gour felt that it mirrors the other mural, even if it's off a block, being on 6th Street.
 - Ken Brown asked if there would be any duplications in the businesses. Owner said yes, there would be some. Owner said they would include old gas stations as well. Ken also asked if the owner would include Zutz grocery on the mural, as it was the original inhabitant of the building he owns. Owner answered no. Ken pointed out that it does not have a historical sign as it is not a contributing building at the moment.
- Moving on, Bruening noted that some old windows had been removed from the east

side of the building. Owner wants to add the windows where they would have been historically. Currently, there are two window unit holes that will be filled. A corner window will be added, as well as a second small window.

Storefront

Bruening said that they would be putting back kneewall with the storefront and above. The look would be more historically visual than what was there before.

Rooftop Patio

IEBC Code patios are allowed. SHPO does not fully condone or recommend for buildings under three stories. Brea Sanford mentioned this.

Bruening mentioned that they would be putting guardrails three feet back, instead of right against the edge of the building

- Shade structures would be taken down when not in use.
- Would see staircase surround sticking above the roofline.
- Brea asked about the ADA compliance regarding the stairway. Bruening answered that the stairs will be built to minimum ADA code standards.
- Bruening and owner will be bringing three Certificates of Appropriateness for the separate entities of the project.

IV Discussion

A) District Projects

- Girl Scout Cabin has been purchased
- No other further updates
- New owner is excited.
- It has been submitted to the register.
- Owner already has an architect with plans in mind
- There is a verbal agreement in place that the house can be moved to the vacant lot south of its present location. If the zoning board approves to rezone, they can move the cabin there.
- They would add 13 off-street parking stalls like at St. Andrews.
- Crews have already been contacted to begin work.
- Wants to keep it as historically accurate as possible.
- Plans are to create an event venue.

Brent Richards moved to adjourn the meeting. Brea Sanford seconded. All were in favor.