INDEPENDENCE CITY COMMISSION

REGULAR SESSION AGENDA

January 22, 2026

5:30 PM

Commission Room City Hall

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

The Agenda shall be as follows:

I. REGULAR SESSION

A. Call to Order

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

II. CONSENT AGENDA

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

A. Consider approving the minutes of the January 8th, 9th and 12th regular and special meetings

B. Consider authorizing the submittal of the KAIP grant application to KDOT to replace airfield guidance signage at the Independence Municipal Airport.

C. Consider authorizing acceptance for a Safe Streets for All (SS4A) grant contract from KDOT for a multiuse path along West Main, between 10th Street and the railroad overpass.

D. Consider approving a change order with BCI Mechanical, Inc. for a replacement hot water system for Memorial Hall.

III. PUBLIC HEARING

A. Public Hearing to consider the condemnation of 817 W. Cottonwood Street as dangerous and unsafe.

B. Public Hearing to consider the condemnation of 314 N. 5th Street as dangerous and unsafe.

C. Public hearing to consider the condemnation of 800 W. Chestnut Street as dangerous and unsafe.

D. Public hearing to consider the condemnation of 814 W. Chestnut Street as dangerous and unsafe.

E. Public hearing to consider the condemnation of 212 W. Laurel Street as dangerous and unsafe.

F. Public hearing to consider the condemnation of 809 W. Main Street as dangerous and unsafe.

G. Public hearing to consider the condemnation of 805 W. Sycamore Street as dangerous and unsafe.

H. Public hearing to consider the condemnation of 705 Washington Street as dangerous and unsafe.

I. Public hearing to consider the condemnation of 733 Washington Street as dangerous and unsafe.

J. Public hearing to consider condemnation of 401 S. 2nd Street as dangerous and unsafe.

IV. ITEMS FOR COMMISSION ACTION

A. Consider adopting a resolution for a conditional use permit to allow a kennel in a C-2, commercial services district, at 112 S 25th Street.

B. Consider setting the date of March 26, 2026, for a Public Hearing to consider the condemnation of 1312 N. 10th Street as dangerous and unsafe.

C. Consider setting the date of March 26, 2026, for a Public Hearing to consider the condemnation of 1924 N. 10th Street as dangerous and unsafe.

D. Consider accepting a High-Risk Urban Road grant for safety enhancements at high-traffic intersections.

E. Consider contracting with Hauler Hero for software licensing to assist with the management of sanitation collection logistics.

V. REPORTS

A. City Board Minutes

B. Monthly Projects and Public Works Report

VI. CITY MANAGER'S COMMENTS

VII. COMMISSIONERS' COMMENTS

VIII. PUBLIC CONCERNS

IX. ADJOURNMENT

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 22, 2026

Department **City Clerk** **Director Approval** **David Schwenker**

AGENDA ITEM Consider approving the minutes of the January 8th, 9th and 12th regular and special meetings

SUMMARY RECOMMENDATION Approve the minutes

BACKGROUND

FINANCIAL INFORMATION

SUGGESTED MOTION I move to approve the minutes of the January 8th, 9th and 12th 2026 regular and special meetings

SUPPORTING DOCUMENTS

1. 01 - January 8 2026 Minutes
2. 02 - January 9 2026 Special Commission Meeting Minutes
3. 03 - January 12 2026 Special Commission Meeting Minutes

I. REGULAR SESSION

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

City Staff Present: Kelly Passauer, City Manager; David Cowan, Assistant City Manager; Jeff Chubb, City Attorney; David Schwenker, City Clerk/City Treasurer; April Nutt, Director of Housing Authority; John Garris, City Engineer/Director of Public Works; Dustin Stafford, Chief of Police; Jordan Bagley, IT Technician Coordinator; Scott Patton, Park and Zoo Director; Kayla Schabel, Administrative Assistant to the City Manager and Lacey Lies, Finance Director.

Visitors Present: Larry McHugh, Breanna Sanford, Lisa Wilson, Charles Barker, Kathy Shepard and Edwin Donaldson Jr.

A. Call to Order

Mayor Smith called the meeting to order.

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

Motion:
On the motion of Dean Hayse, seconded by Tim Emert, the Commission approved the agenda.

Aye: Tim Emert, Dean Hayse, Scott Smith
Nay: None

II. OLD BUSINESS

A. Consider approving the minutes of the December 11th, 2025 meeting.

Motion:
On the motion of Tim Emert, seconded by Dean Hayse, the Commission approved the minutes of the December 11th, 2025 Commission meeting.

Aye: Tim Emert, Dean Hayse, Scott Smith
Nay: None

B. Consider authorizing the Mayor to sign the Request for Release of Funds form regarding the CDBG project at Riverside Park.

As part of the ongoing Community Development Block Grant that the City received for playground enhancements at Riverside Park, the city was required to perform an environmental assessment. This required sending letters describing the project to regional tribal leaders as well as state, county, and local agencies. The assessment was a lengthy process, and was overseen by our Grant Administrator at the Southeast Kansas Regional Planning Commission. We have completed the environmental assessment process, and are prepared to submit a Request for Release Of Funds (RROF) to CDBG. Once the RROF has been submitted and approved, we will begin the procurement stage of the process.

Motion:
On the motion of Dean Hayse, seconded by Tim Emert, the Commission authorized the Mayor to sign the request for release of funds form regarding the CDBG project at Riverside Park.

Aye: Tim Emert, Dean Hayse, Scott Smith
Nay: None

C. Consider authorizing the Mayor to sign a Preannexation Agreement for Lots 3–7 and Lots 12–17 in Autumn Hills Subdivision No. 1, owned by Diamond Property Management, LLC, pursuant to existing Development Agreements.

Diamond Property Management, LLC (Owner) owns Lots 3–7 and Lots 12–17 in Autumn Hills Subdivision No. 1, which are part of the original 20-acre tract subject to a Development Agreement dated June 13, 1996. That agreement, along with Resolution No. 96-21, established incentives for residential construction within the City in exchange for allowing water line taps outside the City limits, with the express requirement that properties be subject to a preannexation agreement.

On November 20, 2025, the City Commission approved a Supplemental Development Agreement with Diamond Property Management, LLC. Among other provisions, that agreement clarified the allocation and use of water line taps and reaffirmed that no water line tap may be used or allocated unless the affected lot is subject to a recorded preannexation agreement.

The Preannexation Agreement before the Commission fulfills that requirement. Under the agreement, the City consents to water line taps for eleven (11) lots owned by the Owner, subject to the terms of the original

Development Agreement and the Supplemental Development Agreement. In return, the Owner agrees to petition for annexation when requested by the City and not to protest or contest annexation initiated by the governing body. The agreement is binding on successors and runs with the land.

Approval of this agenda item authorizes the Mayor to execute the Preannexation Agreement so it may be recorded and allow the associated water line taps to be utilized in accordance with prior Commission action.

Motion:
On the motion of Tim Emert, seconded by Dean Hayse, the Commission authorized the Mayor to sign the Preannexation Agreement between the City of Independence, Kansas, and Diamond Property Management, LLC, related to Lots 3–7 and Lots 12–17 in Autumn Hills Subdivision No. 1.

Aye: Tim Emert, Dean Hayse, Scott Smith
Nay: None

D. Consider approving an amended Moderate Income Housing Grant agreement with Kansas Housing Resources Corporation and Trident Partnerships LLC.

The City of Independence was awarded a Moderate Income Housing Grant from Kansas Housing Resources Corporation on behalf of Trident Partnerships LLC to rehabilitate six downtown buildings into upper story apartments and lower level commercial/retail space. Due to the project facing several delays, Kansas Housing Resources Corporation requests to amend the agreement. The scope of the project has not changed and contractors are currently working on the building located at 113 East Main.

Motion:
On the motion of Dean Hayse, seconded by Tim Emert, the Commission authorized the Mayor to sign the amended Moderate Income Housing Agreement with Kansas Housing Resources Corporation and Trident Partnerships LLC.

Aye: Tim Emert, Dean Hayse, Scott Smith
Nay: None

III. APPOINTMENTS

A. Consider appointment to the Planning Commission and Board of Zoning Appeals.

Lisa Richard was appointed to the Planning Commission on August 8, 2019. She has served a partial term and two full terms, with her second full term expiring on January 1, 2026. Members continue to serve until reappointed.

We received three applications. However, one of the applicants lived outside the City limits and was ineligible for this position. There are two positions outside the City within three miles that are not currently vacant. The remaining seven positions must reside within the City limits. The vacancy is for an inside City position.

Motion:
On the motion of Scott Smith, seconded by Dean Hayse, the Commission appointed William Gour to a first term expiring on January 1, 2029.

Aye: Dean Hayse, Scott Smith, Tim Emert
Nay: None

B. Consider appointment to the Independence Historic Preservation and Resource Commission (IHPRC).

Tim White was elected to the City Commission, therefore he resigned his position on the IHPRC. Two applications were received for this position.

Motion:
On the motion of Scott Smith, seconded by Tim Emert, the Commission appointed Ken Brown to an unexpired term on the IHPRC expiring on January 1, 2027.

Aye: Dean Hayse, Scott Smith, Tim Emert
Nay: None

IV. NEW BUSINESS

A. Reorganization of the Commission

1. Oath of Office
    a. Tim White — 2 Year Term
    b. Scott Smith — 4 Year Term
2. Election of Mayor
3. Election of Vice Mayor
4. Designation of Official City Newspaper
5. Designation of Official City Depository

6. Consider changing the day of week and time for Commission meetings

Prior to reorganization, the City would like to thank Commissioner Tim Emert for his four years of service as a City Commissioner, including one year of service as Mayor.

Each year, the Commission reorganizes. Following an election, the City Clerk administers the Oath of office for the newly elected/re-elected Commissioners before the election of the Mayor and Vice Mayor. Regarding the election of Mayor, in election years, typically, the Commissioner, who is starting the third year of their four-year term, serves as Mayor. For 2026, that is Commissioner Dean Hayse. The following year, the Commissioner, beginning the second year of their two-year term, serves as Mayor. The purpose of this is to allow every elected Commissioner, whether elected to a two-year term or a four-year term, to have the opportunity to serve as Mayor once per term. However, the Commission may choose anyone they wish, and they do not have to follow this tradition.

Motion:
On the motion of Scott Smith, seconded by Tim White the Commission nominated Dean Hayse as Mayor.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

Motion:
On the motion of Dean Hayse, seconded by Scott Smith, the Commission nominated Tim White as Vice Mayor.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

Each year, the Official City Newspaper and Official City Depository are named. Staff recommends that the Independence Daily Reporter and the Community National Bank continue to serve in these two roles respectfully.

Motion:
On the motion of Dean Hayse, seconded by Scott Smith, the Commission designated the Independence Daily Reporter as the Official City Newspaper.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

Motion:
On the motion of Dean Hayse, seconded by Scott Smith, the Commission designated Community National Bank as the Official City Depository.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

Staff recommends that the 2026 City Commission meeting schedule be approved, generally consisting of the second and fourth Thursdays at 5:30 PM and the third Wednesday at 9:00 AM for work sessions, with the exceptions noted below and reflected in the proposed schedule.

The proposed 2026 City Commission meeting schedule follows the Commission's established meeting pattern while accounting for City holidays, Montgomery County Action Council (MCAC) quarterly meetings, and operational considerations. Meetings that would otherwise fall on a City-recognized holiday were moved up one week to avoid holiday conflicts. When a regularly scheduled City Commission meeting conflicted with an MCAC quarterly meeting, the meeting date was maintained and the start time was moved up to allow attending the MCAC Quarterly Meeting.

Consistent with past practice, Special (work session) meetings are not scheduled when they fall the day before a regular Commission meeting. As a result, there are no scheduled Special Meetings in the following months:

- **October, due to the work session falling the day before a regular Commission meeting.**
- **November, due to moving up the Commission meeting one week to avoid Thanksgiving week.**
- **December, due to moving up the Commission meeting one week to avoid Christmas week.**

The January Special Meeting (work session) is not canceled, despite falling the day before a regular Commission meeting, as staff anticipates the need for a work session to discuss sanitation rates and services early in the year.

The Montgomery County Action Council (MCAC) quarterly meetings are scheduled as follows and tentatively start at 5:30 PM:

- **March 19 – Caney**
- **June 25 – Coffeyville**
- **September 17 – Taste of Montgomery County, Cherryvale**
- **November 19 – Independence**

Motion:
On the motion of Scott Smith, seconded by Tim White the Commission adopted the 2026 City Commission Meeting schedule as presented.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

B. Orientation by the City Attorney.

The City Attorney will provide a brief orientation. It is anticipated that some topics covered will include Open Meetings, Conflicts of Interest, Roles and Responsibilities of the Commission, and other subjects the City Attorney wishes to cover.

V. CONSENT AGENDA

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

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

A. Consider approving the following Cereal Malt Beverage licenses:

1. Matthew Kent DBA Gramps Tavern 811 N. 11th, Independence KS 67301
2. Akas 1 LLC 3024 W. Main, Independence KS 67301
3. Walgreens #09454 301 W. Main, Independence KS 67301
4. Mikie's 1901 N Penn, Independence KS 67301 (Certificate Pending)

This is an annual license renewal for businesses who wish to sell cereal malt beverages

Suggested Motion:
I move to approve the Cereal Malt Beverage licenses as presented.

B. Consider authorizing award of the annual concrete patching bid.

The City requires concrete patching work to be completed at various locations due to utility repair activity and required pavement maintenance

(including pavement flowline repair). Additionally, pricing for sidewalk work is required for incidental repairs. Adding in ADA ramps and curb and gutter replacement complete the work items that we would generally need to do for small repairs around the City.

The City requested bids for these four categories of work, and received one response, from J. Graham Construction, Inc. Other competent contractors were contacted, but declined to bid.

The prices are similar to last year, with patching and ADA ramp replacement dropping $5 per square yard while pavement patching and sidewalk replacement went up $5 per square yard.

The work will be awarded in multiple contracts for work via the Street Department as well as Water/Sewer work (and to other departments as required).

Suggested Motion:
I move to authorize award of the 2026 concrete patching bid contracts to J. Graham Construction, Inc., at the unit prices as specified on the bid documents.

C. Consider authorizing temporary closure of an alley on the southern portion of the 100 block of East Main Street for construction purposes.

The alley on the southern portion of the 100 block of East Main Street has been temporarily closed since December 15, 2025, to allow for construction work on the Stanford Building. It is requested that this closure be allowed to continue until February 18, 2026 for construction activities to be completed.

Suggested Motion:
I move to authorize the temporary closure of the alley on the southern portion of the 100 block of East Main Street until February 18, 2026.

D. Consider authorizing purchase of liquid chlorine for the Water Treatment Plant from Brenntag Southwest, Inc., and potassium permanganate from Univar, LLC.

Annually, chemicals for the Water Treatment Plant are bid. The bid tab for all chemicals is attached. Only two chemicals are projected to require Commission approval for purchase (purchases over $25,000), liquid chlorine and potassium permanganate.

This year, three bids were received for supplying liquid chlorine. The low bid

was from Brenntag Southwest, Inc., at $1,798 per ton. Based on past use, this would equate to an annual purchase of approximately $44,950.

The Brenntag bid was 11% lower than the nearest alternative, and was 14% lower than last year's low bid.

Six bids were received for supplying potassium permanganate. The low bid was from Univar at $2.33 per pound. Based on past use, this would equate to an annual purchase of approximately $34,950.

The Univar bid was less than 1% lower than the nearest alternative, and was less than 1% lower than last year's low bid.

Suggested Motion:
I move to authorize purchase of liquid chlorine from Brenntag Southwest, Inc., and potassium permanganate from Univar, LLC.

E. Consider revising the Capital Improvement Plan for submittal to the Federal Aviation Administration.

Annually the City works with Lochner to prepare and provide a Capital Improvement Plan (CIP) to the Federal Aviation Administration (FAA).

This plan is a requirement of the FAA for funding future work at the Independence Municipal Airport. Attached is the recommended CIP update to file with the FAA. Changes include adding the rehabilitation of Taxiways D and E in 2029 and deferring engineering and reconstruction of Runway 17-35 to 2030 and 2031.

Suggested Motion:
I move to amend the Capital Improvement Plan for submittal to the Federal Aviation Administration and to allow the execution of any necessary documents.

VI. ITEMS FOR COMMISSION ACTION

A. Consider proclaiming January 18, 2026 as Dr. Martin Luther King, Jr. Commemoration Day, and consider funding the recording and live-streaming of the program.

Kathy Shepard, representing the Diversity Taskforce, is requesting that the City authorize a proclamation in honor of Dr. Martin Luther King, Jr.

Commemoration Day and urge that every citizen of Independence join in extending recognition and honor to the memory of this great leader of humankind by attending the local celebration "Mission Possible II: Building Community, Uniting a Nation the Nonviolent Way" on Sunday, January 18, 2026 at 3 PM at the Independence High School Performing Arts Center. A free soup luncheon will be held at 2:00 pm in the community room before the event.

Please note that there are three versions of the proclamation, as the election of the Mayor will not take place until just before this agenda item.

In addition, Kathy asked whether the City would fund Larry McHugh to record and live-stream the program on the City's Facebook page, as approved in past years.

Motion:
On the motion of Scott Smith, seconded by Tim White, the Commission proclaimed January 18, 2026, as Dr. Martin Luther King, Jr. Commemoration Day and authorized funding the recording and live-streaming of this community event.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

B. Consider proclaiming the year 2026 as America's Semiquincentennial Celebration.

The Indy 250 Committee was formed to oversee the celebration of the 250th anniversary of the signing of the Declaration of Independence. The celebration will consist of multiple events throughout the year, beginning with an event at Memorial Hall featuring a proclamation, soup feed, and a quiz bowl. The committee anticipates approximately 150 attendees for the event. The Celebrating Independence Kick-Off is scheduled for January 10th, 2026.

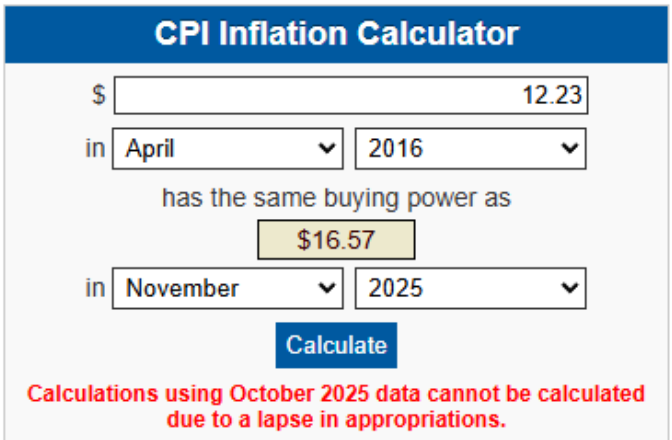
Motion:
On the motion of Tim White, seconded by Scott Smith, the Commission proclaimed 2026 as America's Semiquincentennial Celebration.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

C. Consider adopting a resolution implementing the 2026 Pay Plan.

The City's pay plan is updated annually to reflect inflationary changes and maintain competitiveness in the labor market. For 2026, a Cost of Living Adjustment (COLA) of 3% is recommended, aligning with the amount included in the 2026 budget for this purpose. This amount also aligns with the September 2025 Consumer Price Index (CPI) over the past 12 months, the most recent available when this memo was initially prepared. No data was released for October 2025 due to the lapse in appropriations. Since then, the November data has been released at 2.7% over the last 12 months.

It should be noted that our pay plan has fallen behind over the last several years. For example, the entry pay for a Public Service Worker I was $12.23 when the 2016 pay plan was adopted (Resolution 2016-035) on June 23, 2016. Using the Bureau of Labor Statistics Inflation Calculator, the purchasing power of $12.23 in April 2016 equates to $16.57 in November 2025. These months were chosen because CPI data is typically two months behind, and they represent the most recent data available when the comparative pay plans were adopted (June 2016) and proposed to be adopted (January 2026), respectively.



To match the inflation-adjusted purchasing power of $16.57, the 2025 entry rate of $15.09 would need to be increased by 9.8%, rather than just the proposed 3% which equates to $15.54. While we would prefer to catch up the City's pay plan, the proposed adjustment will allow us not to fall further behind. However, to remain competitive across all our positions, we should gradually strive to close this gap while upholding fiscal responsibility.

Additionally, the following changes were made to the pay plan from the previous year:

- **Park & Zoo Director: Moved from Grade 27 to Grade 28.**
- **Assistant Director of Public Works & Utilities: Moved from Grade 24 to Grade 26**
- **Assistant to the City Manager: Added as a new position at Grade 26 in 2025.**
- **City Clerk/Treasurer: Moved from Grade 24 to Grade 25.**
- **Deputy City Clerk: Moved from Grade 21 to Grade 22.**
- **Lead Detective: Moved from Grade 21 to Grade 22**
- **Detective: Moved from Grade 20 to Grade 21.**
- **Building Inspector: Moved from Grade 19 to Grade 20.**
- **Events Coordinator/Memorial Hall Supervisor: Moved from Grade 18 to Grade 19.**
- **Park Supervisor: Moved from Grade 18 to Grade 19 (Not Budgeted/Unfilled)**
- **Zoo Supervisor: Moved from Grade 18 to Grade 19.**
- **Utility Billing Supervisor: Added as a new position at Grade 18 in 2025**

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

adopted a resolution authorizing the 2026 pay plan.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

D. Consider authorizing the Mayor to sign an amendment to the Grant Agreement with Kansas Department of Commerce concerning the CDBG project at Riverside Park.

As part of the Community Development Block Grant that the city received for a renovation of the Riverside Park Playground, the Mayor signed an agreement with the Kansas Department of Commerce. Part of the terms of the agreement outlined procurement procedures for work and materials related to the project. The Kansas Department of Commerce has amended section XIV of the original agreement, concerning procurement procedures.

Motion:
On the motion of Tim White, seconded by Scott Smith, the Commission authorized the Mayor to sign the amendment to the agreement concerning procurement procedures for the CDBG grant.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

E. Consider a resolution to approve the authority to contract and commit City funds for the construction of the Transportation Alternatives project, which will build a new multi-use pathway with one segment along the southern part of West Main Street and the intersection of Main and Peter Pan (Transportation Alternative Project 063 TE-0521-01 TA-T052(101)).

The KDOT sponsored project for Transportation Alternatives sidewalk along west Main Street was bid at Topeka, Kansas on 12/17/2025. There were four bids. The low bidder, J Graham Construction, Inc., provided a unit price bid of $1,109,386. The Engineer's Estimate was $1,314,018.75.

Combined with the Construction Engineering, the project will cost a total of $1,367,386. However, $1,028,352 in Federal funds will offset costs, leading to a net cost to the City of $258,000.

Motion:
On the motion of Scott Smith, seconded by Tim White the Commission approved acceptance to approve the authority to award contract and commitment of City funds for the construction of the Transportation

Alternative Project, which will build a new multi-use pathway with one segment along the southern part of West Main Street and the intersection of Main and Peter Pan (Transportation Alternative Project 063 TE-0521-01 TA-T052(101)) and for execution of any necessary documents required.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

F. Consider adopting a resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 828 W. Cottonwood Street.

The property located at 828 W. Cottonwood Street, owned by Marjorie Barrager (deceased), is in violation of City Code § 42-66 due to the accumulation of debris, junk, vehicle parts, and appliances in the yard. The Code Enforcement Officer has issued multiple notices of violation; however, because the owner is deceased, the current occupants of the property—including the owner's son and other unauthorized occupants—have failed to bring the property into compliance.

These conditions have generated numerous complaints from neighboring residents regarding the unsightly and unsafe nature of the property. Despite the City's efforts to work cooperatively with the occupants to resolve the violations without pursuing legal action, compliance has not been achieved.

Given the continued violations, lack of corrective action, and ongoing impact on the surrounding neighborhood, it is necessary for the City to proceed with abatement to protect public health, safety, and welfare.

Motion:
On the motion of Scott Smith, seconded by Tim White, the Commission adopted a resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 828 W. Cottonwood Street, Independence, Kansas, and to assess the costs of such abatement against the property in accordance with City Code 42-69.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

G. Consider setting the date of March 12, 2026, for a Public Hearing to consider the condemnation of 821 E. Maple Street as dangerous and unsafe.

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

Based on these conditions, City staff recommends setting a public hearing to consider condemnation of the structure.

Motion:
On the motion of Tim White, seconded by Scott Smith, the Commission adopted a resolution setting the date of March 12, 2026, at 5:30 pm for a Public Hearing to consider the condemnation of 821 E. Maple Street as dangerous and unsafe.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

H. Consider setting the date of March 12, 2026, for a Public Hearing to consider the condemnation of 1100 W. Laurel Street as dangerous and unsafe.

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

Based on these conditions, City staff recommends setting a public hearing to consider condemnation of the structure.

Motion:
On the motion of Scott Smith, seconded by Tim White, the Commission adopted a resolution setting the date of March 12, 2026, at 5:30 pm for a Public Hearing to consider the condemnation of 1100 W. Laurel Street as dangerous and unsafe.

Aye: Scott Smith, Dean Hayse, Tim White
Nay: None

I. Consider setting the date of March 12, 2026, for a Public Hearing to consider the condemnation of 108 S. Wald Ave. as dangerous and unsafe.

The property located at 108 S. Wald Ave. has previously been reported to the City for issues with the condition of both the primary structure and the exterior yard. City Code Enforcement and the Building Inspector have issued violation notices concerning the deteriorated exterior conditions and orders to vacate in January and December of 2025. The residence last had water service on 10/7/2025.

Based on these conditions, City staff recommends setting a public hearing to consider the condemnation of the structure.

Motion:
On the motion of Scott Smith, seconded by Tim White, the Commission adopted a resolution setting the date of March 12, 2026, at 5:30 pm for a Public Hearing to consider the condemnation of 108 S. Wald Ave. as dangerous and unsafe.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

J. Consider setting the date of March 12, 2026, for a Public Hearing to consider the condemnation of 316 S. Earl St. as dangerous and unsafe.

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

Based on these conditions, City staff recommends setting a public hearing to consider the condemnation of the structure.

Motion:
On the motion of Tim White, seconded by Scott Smith, the Commission adopted a resolution setting the date of March 12, 2026, at 5:30 pm for a Public Hearing to consider the condemnation of 316 S. Earl St. as dangerous and unsafe.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

K. Consider setting the date of March 12, 2026, for a Public Hearing to consider the condemnation of 214 S. 12th St. as dangerous and unsafe.

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

Based on these conditions, City staff recommends setting a public hearing to consider the condemnation of the structure on March 12, 2026, at 5:30 pm.

Motion:
On the motion of Scott Smith, seconded by Tim White, the Commission adopted a resolution setting the date of March 12, 2026, at 5:30 pm for a Public Hearing to consider the condemnation of 214 S. 12th St. as dangerous and unsafe.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

L. Consider setting the date of March 12, 2026, for a Public Hearing to consider the condemnation of 515 N. 13th Street as dangerous and unsafe.

The property located at 515 N. 13th was involved in a structure fire on December 29, 2025, that destroyed the structures. Based on these conditions, City staff recommends setting a public hearing to consider the condemnation of the structures.

Motion:
On the motion of Tim White, seconded by Scott Smith, the Commission adopted a resolution setting the date of March 12, 2026, at 5:30 pm for a Public Hearing to consider the condemnation of 515 N. 13th Street as dangerous and unsafe.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

M. Consider setting the date of March 12, 2026, for a Public Hearing to consider the condemnation of 509 N. 13th Street as dangerous and unsafe.

On December 29, 2025, a structure fire at 515 N. 13th extended to the structure at 509 N. 13th, causing extensive damage and collapse of the structure at 509 N. 13th. City Staff recommends setting the date of March 12, 2026, at 5:30 PM for a Public Hearing to consider condemnation of the structure(s).

Motion:
On the motion of Scott Smith, seconded by Tim White, the Commission adopted a resolution setting the date of March 12, 2026, at 5:30 pm for a Public Hearing to consider the condemnation of 509 N. 13th Street as dangerous and unsafe.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

N. Consider authorizing the use of a vacant lot located at 401 North 10th Street for the purpose of constructing a 3D printed demonstration home by the Independence Housing Authority.

The Independence Housing Authority and See Kan CDI have agreed to a partnership with Trident 3D Homes to construct a 2 bed, 1 bath 3D printed demonstration home in Independence. This home will be used as a model home for 6 to 9 months and then sold at market rate. The Independence Housing Authority requests the Independence City Commission authorize this vacant lot to be used for this purpose. The location is desirable as it is close to town, close to the school system, is zoned for residential use, and is visible.

Motion:
On the motion of Scott Smith, seconded by Tim White, the Commission authorized the use of a vacant lot located at 401 North 10th Street for the purpose of constructing a 3D printed demonstration home by the Independence Housing Authority.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

O. Consider an amendment to Ordinance 4474 codified as City Code Section 42-87.

The City of Independence adopted Ordinance No. 4474, which provides that

it is unlawful for any person to remain in a residence after being given notice to vacate due to no water service, as set forth in the ordinance. Staff have experienced ongoing difficulty preventing individuals from reentering or remaining in these structures. As a result, staff has requested that the City Attorney amend the ordinance to authorize the issuance of a citation for failure to vacate a residence. Upon conviction, a person found guilty of violating this ordinance may be subject to a fine not to exceed five hundred dollars ($500.00), imprisonment for a period not to exceed thirty (30) days, or both such fine and imprisonment.

Motion:
On the motion of Tim White, seconded by Scott Smith, the Commission approved amending Ordinance 4474, codified as City Code Section 42-87.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

P. Consider setting a joint meeting between the City Commission and the Planning & Zoning Commission on February 3, 2026, at 5:30 p.m., to discuss potential landscaping requirements in the Zoning Code.

Over the past several months, the Planning & Zoning Commission has reviewed and discussed potential updates to the City's landscaping regulations, including a draft revision to Article XIX of the Zoning Code intended to simplify requirements, reduce regulatory burden, and better align with Independence's small-town development and redevelopment context.

At its November 5, 2025, meeting, the Planning & Zoning Commission reviewed the proposed landscaping framework, which included a simplified tree-based frontage requirement, substitution options for constrained sites, redevelopment thresholds, and cost caps intended to support redevelopment feasibility. Following discussion, the Planning & Zoning Commission formally requested that the City Commission hold a joint session with the Planning & Zoning Commission to further work on the landscaping code and provide policy-level guidance, specifically identifying February 3, 2026, as a preferred meeting date.

Given the policy implications of landscaping standards—including impacts on economic development, redevelopment, corridor appearance, and administrative enforcement—staff concurs that a joint meeting is appropriate prior to advancing any zoning text amendment. A joint work session will allow both bodies to discuss objectives, tradeoffs, and

expectations and provide unified direction to staff.

No specific zoning code amendments are proposed for action at this time. This agenda item is intended solely to set the joint meeting.

Motion:
On the motion of Scott Smith, seconded by Tim White, the Commission set a joint meeting between the City Commission and the Planning & Zoning Commission on February 3, 2026, at 5:30 p.m., to discuss potential landscaping requirements in the Zoning Code.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

Q. Consider scheduling a Special Commission Meeting to review proposals and determine the consultant selection process for the Community-Based Strategic Plan.

The City issued a Request for Proposals (RFP) for professional consulting services to facilitate and develop a Community-Based Strategic Plan. The purpose of the Strategic Plan is to establish clear priorities, goals, and implementation strategies that reflect community input and guide future policy, budgeting, and organizational decision-making.

The RFP generated significant interest. A total of 15 proposals were received by the submission deadline, representing a broad range of firms with varying approaches, scopes of work, and cost structures.

Given the number of proposals received and the importance of the Strategic Plan as a guiding policy document, staff recommends that the City Commission consider scheduling a Special Commission Meeting dedicated to reviewing the proposals. During the meeting, the Commission would provide direction on the consultant selection process, including whether a consultant will be selected at that meeting or following interviews.

It is important that a consultant be selected in January in order to maintain the overall project schedule and allow sufficient time for community engagement, plan development, and review, with a target adoption date of July 2026. Staff is currently compiling and organizing the proposals and evaluation materials for Commission review.

Motion:
On the motion of Dean Hayse, seconded by Scott Smith, the Commission

scheduled a Special Commission Meeting on January 9, 2026, at 10:00 AM, to review proposals and take action related to consultant selection for the Community-Based Strategic Plan.

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

VII. REPORTS

A. City Board Minutes

1. **December 17, 2025 Independence Recreation Commission Minutes.**
2. **November 19, 2025 Library Board of Trustees Minutes**

B. Public Works

Engineer Garris presented the report.

C. Admin and Housing Goals

City Manager Passauer and Director of Housing Authority Nutt presented their reports.

D. November & December 2025 Sales Tax Reports

Director Lies presented the report.

E. Appropriations

VIII. CITY MANAGER'S COMMENTS

Assistant City Manager Cowan reported on the damage associated with today's storm.

City Manager Passauer gave kudos to the following employees: Eric Johnson; 2025 Louis Ysusi Cost Savings Excellence Award, Katie Southworth; 2025 Integrity Award, Dan Cranford; 2025 Commitment Award, Bridgett Hammer; 2025 Excellence Award and Andrea Easley; 2025 Team Player Award. She reported that leaf pickup is on schedule, a review of the upcoming Commission

meetings, and City Hall will be closed on January 19th but, sanitation services will not be effected.

IX. COMMISSIONERS' COMMENTS

Commissioner Smith appreciated the storm warnings posted online.

Commissioner Hayse complimented the City on their quick response to the damage around town.

Commissioner White is pleased to get back on the Commission and is ready to get to work.

X. PUBLIC CONCERNS

None.

XI. ADJOURNMENT

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

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

_____
Dean A. Hayse, Mayor

_____
W. Scott Smith, Commissioner

_____
Tim White, Commissioner

Attest:

_____

City Clerk/Treasurer

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

I. SPECIAL SESSION

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

City Staff Present: Kelly Passauer, City Manager; David Cowan, Assistant City Manager; April Nutt, Director of Housing Authority and David Schwenker, City Clerk/City Treasurer.

Visitors Present: None

A. Call to Order

Mayor Hayse called the meeting to order.

II. ITEMS FOR COMMISSION ACTION

A. Consider reviewing proposals and taking action related to consultant selection for the Community-Based Strategic Plan.

The 2026 adopted budget includes $35,000 for this project. Two proposals fall within the $35,000 budgeted amount, while the remaining proposals exceed the budgeted amount to varying degrees. The City Commission may utilize unallocated funds from the Economic Development Fund should it wish to select a proposal exceeding the budgeted amount.

Motion:
On the motion of Scott Smith, seconded by Tim White, the Commission accepted the proposal from Vickrey Leadership Solutions to complete a Community-Based Strategic Plan not to exceed $30,000 including all reimbursable expenses, and authorize the Mayor to sign any related documents subject to City Attorney approval. .

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

III. ADJOURNMENT

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

Aye: Dean Hayse, Scott Smith, Tim White
Nay: None

_____
Dean A. Hayse, Mayor

_____
W. Scott Smith, Commissioner

_____
Tim White, Commissioner

Attest:

_____
City Clerk/Treasurer

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

I. SPECIAL SESSION

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

City Staff Present: Kelly Passauer, City Manager; David Cowan, Assistant City Manager and David Schwenker, City Clerk/City Treasurer.

Visitors Present: Mackey Smith via Teams

A. Call to Order

Mayor Hayse called the meeting to order.

II. ITEMS FOR DISCUSSION

A. Discussion regarding the Community-Based Strategic Plan.

On January 9, 2026, the City Commission accepted the proposal from Vickrey Leadership Solutions (VLS) to assist the City in developing a Community-Based Strategic Plan and authorized the Mayor to execute an agreement not to exceed $30,000, including all reimbursable expenses.

The Community-Based Strategic Plan will provide a community-informed framework to guide City priorities, decision-making, and long-term planning. The process is designed to emphasize broad community engagement, data-driven analysis, and the development of practical and implementable strategies.

This Special Commission meeting is intended to allow the City Commission to meet with Vickrey Leadership Solutions to discuss the proposed planning process, timeline, and community engagement approach, and to provide any initial direction or feedback prior to the formal commencement of work.

Mackey Smith from Vickrey Leadership Solutions led the discussion.

III. 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
January 22, 2026

Department **Airport** **Director Approval** **John Garris**

AGENDA ITEM Consider authorizing the submittal of the KAIP grant application to KDOT to replace airfield guidance signage at the Independence Municipal Airport.

SUMMARY RECOMMENDATION Authorize submission.

BACKGROUND Kansas Department of Transportation (KDOT) Kansas Airport Improvement Program (KAIP) is accepting applications for state fiscal year 2027/2028 are due on January 31, 2026. The following project has been suggested for submission:

Replace Airfield Guidance Signage:

Estimated Cost	Estimated City Match
$485,000	$48,500

A number of the existing signs at the Independence Municipal Airport no longer meet FAA standards for sign color due to fading over time. 25 of them are recommended for replacement in this KAIP grant application, as the others are currently scheduled for replacement when 17-35 is reconstructed.

This project will not replace the electrical circuitry of the entire system, but rather just circuitry in the immediate vicinity of the replaced signs.

FINANCIAL INFORMATION If awarded, the project will be paid for out of budgeted funds.

SUGGESTED MOTION I move to authorize the submittal of the KAIP grant application to KDOT to replace airfield guidance signage at the Independence Municipal Airport.

SUPPORTING DOCUMENTS

1. IDP Inspection - Guidance Signs
2. 2026-01-12 - FY27 KAIP Estimate - IDP Signs
3. 2026-01-12 - FY27 KAIP Budget - IDP Signs

Most guidance signs faded. Replace panels

Recommended sign panel course of action				
Critical / Replace	Replace	Watch	OK	New

Critical / Replace	Replace	Watch	OK	New
Recommended sign panel course of action				

TOTAL PROJECT BUDGET

INDEPENDENCE MUNICIPAL AIRPORT (IDP)
INDEPENDENCE, KANSAS

REPLACE INCORRECT, FAILED, AND/OR OUTDATED AIRFIELD GUIDANCE SIGNAGE

January 12, 2026

PROJECT COSTS (DESIGN & CONSTRUCTION) (GRANT TBD)

		Local Cost (10%)	KDOT Cost (90%)	Total Cost
Administrative				
Legal & Advertising (Est.)		$ 50.00	$ 450.00	$ 500.00
	Subtotal	**$ 50.00**	**$ 450.00**	**$ 500.00**
Engineering				
Design Services (Est.)		$ 8,500.00	$ 76,500.00	$ 85,000.00
Construction Services (Est.)		$ 7,450.00	$ 67,050.00	$ 74,500.00
	Subtotal	**$ 15,950.00**	**$ 143,550.00**	**$ 159,500.00**
Construction				
Construction Costs (Est.)		$ 32,500.00	$ 292,500.00	$ 325,000.00
	Subtotal	**$ 32,500.00**	**$ 292,500.00**	**$ 325,000.00**
	TOTAL PROJECT COSTS (EST.)	**$ 48,500**	**$ 436,500**	**$ 485,000**
	FY27 KAIP APPLICATION REQUEST	**$ 48,500**	**$ 436,500**	**$ 485,000**

TOTAL PROJECT BUDGET

INDEPENDENCE MUNICIPAL AIRPORT (IDP)
INDEPENDENCE, KANSAS

REPLACE INCORRECT, FAILED, AND/OR OUTDATED AIRFIELD GUIDANCE SIGNAGE

January 12, 2026

PROJECT COSTS (DESIGN & CONSTRUCTION) (GRANT TBD)

		Local Cost (10%)	KDOT Cost (90%)	Total Cost
Administrative				
Legal & Advertising (Est.)		$ 50.00	$ 450.00	$ 500.00
	Subtotal	**$ 50.00**	**$ 450.00**	**$ 500.00**
Engineering				
Construction Services (Est.)		$ 8,500.00	$ 76,500.00	$ 85,000.00
Construction Services (Est.)		$ 7,450.00	$ 67,050.00	$ 74,500.00
	Subtotal	**$ 15,950.00**	**$ 143,550.00**	**$ 159,500.00**
Construction				
Construction Costs (Est.)		$ 32,500.00	$ 292,500.00	$ 325,000.00
	Subtotal	**$ 32,500.00**	**$ 292,500.00**	**$ 325,000.00**
	TOTAL PROJECT COSTS (EST.)	**$ 48,500**	**$ 436,500**	**$ 485,000**
	FY27 KAIP APPLICATION REQUEST	**$ 48,500**	**$ 436,500**	**$ 485,000**

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 22, 2026

Department **Public Works & Utilities** **Director Approval** **John Garris**

AGENDA ITEM Consider authorizing acceptance for a Safe Streets for All (SS4A) grant contract from KDOT for a multiuse path along West Main, between 10th Street and the railroad overpass.

SUMMARY RECOMMENDATION Authorize acceptance.

BACKGROUND The City was selected by the Federal Highway Administration (FHWA) for a SS4A grant. As a part of the application, KDOT approved the matching funds required by the FHWA for the City in the amount of $321,000.00.

As a reminder, the planned scope of the SS4A grant is:
o Addition of a multiuse path as an alternative to walking in the street. This path will be along West Main, between 10th Street and the railroad overpass.
o Curb extensions. The curb extensions will be on wider roadways with higher traffic.
o High-visibility crosswalks, lighting, signing, and pavement markings.
o Modification of stoplight signal timing in all signals that the design identifies do not meet current standards or best practices.
o Installation of Rectangular Rapid Flashing Beacons (RRFBs).
o Edge delineation using reflective strips on signposts, object marker delineators, and pavement markings.
o Improve visibility of intersections and traffic control devices by adding signing, backplates for signals, replacing pavement markings, and reflective sheeting.
o Use of radar speed feedback signs
o Collection of pedestrian volume/exposure data to understand travel patterns around the high injury network.

The high injury network is identified as:

- Poplar, between 6th and 8th
- Walnut, between 6th and 8th
- Maple, between 6th and Park
- Magnolia, between 9th and 10th
- Maple, between Park and 8th
- Maple, between 10th and 17th
- Main, (entirety)
- Myrtle, between 10th and 11th
- Laurel, between 6th and 22nd
- 11th between Main and Chestnut

- Chestnut between 6th and Chestnut
- 10th, between southern city limits and Taylor
- Locust between 2nd and 10th
- Penn between Chestnut and northern city limits
- Sycamore between 9th and 13th
- Oak, (entirety)
- Park, Locust to Oak
- North 2nd, Parkhurst to Oak
- Fairway, (entirety)

KDOT has requested that we execute the grant contract with them. As the City has not yet received final grant paperwork from the FHWA, KDOT has assured us that should the SS4A grant from the FHWA not be executed, there would be no obligation.

FINANCIAL INFORMATION No expenditures are required at this time.

SUGGESTED MOTION I move to authorize acceptance of the KDOT matching grant for the SS4A Grant Program for a multiuse path along West Main, between 10th Street and the railroad overpass, and to allow the execution of any necessary documents.

SUPPORTING DOCUMENTS

1. U-2519-01 Independence SS4A (66-24).v3final

PROJECT NO. U-2519-01
SS4A GRANT PROGRAM
CITY OF INDEPENDENCE, KANSAS

AGREEMENT

This Agreement is between the Secretary of Transportation (the "Secretary"), Kansas Department of Transportation (KDOT) and the City of Independence, Kansas ("LPA"), collectively, the "Parties."

RECITALS

A. The U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) discretionary grant program (the "Program") provides support for planning, infrastructure, behavioral, and operational incentives that prevent death and serious injury on roads and streets involving all roadways users, including pedestrians; bicyclists; public transportation, personal conveyance, and micromobility users; motorists; and commercial vehicle operators.

B. The LPA is participating in the Program by undertaking an Action Plan project (the "Project") to develop, complete, or supplement a comprehensive safety action plan.

C. The Secretary desires to support the Project by reimbursing the LPA a portion of the costs the LPA incurs in performing Program Eligible Activities, as further described in this Agreement and in accordance with federal, state, and local laws and guidelines promulgated thereunder.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I: DEFINITIONS

The following terms as used in this Agreement have the designated meanings:

1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **"Effective Date"** means the date the Secretary or the Secretary's designee signs this Agreement.

3. **"Eligible Activities"** means the activities described as Eligible Activities in the U.S. Department of Transportation's **SS4A Program Notice of Funding Opportunity**, which is attached to and incorporated into this Agreement by this reference.

4. **"KDOT"** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.

5. **"Local Public Authority"** or **"LPA"** means the City of Independence, Kansas, with its place of business at 120 N 6th Street, Independence, KS 67301.

6. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, and the LPA.

7. **"Program"** means U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) discretionary grant program (the "Program"), which provides support for planning, infrastructure, behavioral, and operational incentives that prevent death and serious injury on roads and streets involving all roadways users, including pedestrians; bicyclists; public transportation, personal conveyance, and micromobility users; motorists; and commercial vehicle operators. Additional details about the Program can be found in the **SS4A Program Notice of Funding Opportunity**, which is attached to and incorporated into this Agreement by this reference.

8. **"Project"** means the development, completion, or supplementation of a comprehensive safety action plan, as further described in the **SS4A Program Notice of Funding Opportunity**, which is attached to and incorporated into this Agreement by this reference.

9. **"Secretary"** means the Secretary of Transportation of the State of Kansas, and the Secretary's successors and assigns.

ARTICLE II: SECRETARY RESPONSIBILITIES

1. **Authorization to Proceed.** The Secretary will issue a written Notice to Proceed to the LPA regarding the approved date for the LPA to begin work.

2. **Grant Payment.** The Secretary agrees to reimburse the LPA in an amount not to exceed **$321,000.00** in accordance with this Agreement only after receipt of proper billing from the LPA.

3. **Monitoring and Evaluation.** The Secretary shall monitor, evaluate, and provide guidance and direction to the LPA in the conduct of performance under this Agreement. The Secretary has the responsibility to determine whether the LPA has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of the LPA to ensure that the LPA has met such requirements. The Secretary may require the LPA to take corrective action if deficiencies are found.

4. **Reimbursement Payments.** The Secretary agrees to make partial payments to the LPA for amounts not less than $1,000.00 and no more frequently than monthly. Such payments will be made only after receipt of verification of proper billing. Such verification shall consist of

reimbursement requests submitted to and approved by the Federal Highway Administration (FHWA).

ARTICLE III: LPA RESPONSIBILITIES

1. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the LPA shall provide the Secretary an accounting of all costs incurred by the LPA in performing Program Eligible Activities.

2. **Audit.** The LPA shall participate and cooperate with the Secretary in an annual audit of the Project. The LPA shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the LPA for activities that are not Program Eligible Activities, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

3. **Authorization of Signatory.** The LPA shall authorize a duly appointed representative to sign for the LPA any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

4. **Cancellation by LPA.** If the LPA ends its participation in the Program, it shall reimburse the Secretary for any costs incurred by the Secretary prior to ending its participation in the Program. The LPA agrees to reimburse the Secretary within thirty (30) days after receipt by the LPA of the Secretary's statement of the cost incurred by the Secretary prior to LPA ending its participation in the Program.

5. **Conformity with State, Local, and Federal Requirements.** The LPA shall perform the Program Eligible Activities in conformity with state, local, and federal law appropriate for the Program.

6. **Execution of Agreement**. Within sixty (60) days of receiving this Agreement, the LPA shall execute and return it to KDOT#OCC.Contracts@ks.gov and KDOT.SS4A@ks.gov.

7. **Indemnification.**

   a. General Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq*.) as applicable, the LPA shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the LPA, the LPA's employees, agents, subcontractors or its consultants. The LPA shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the

Secretary or the Secretary's authorized representatives or employees.

8. **Legal Authority.** The LPA agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

9. **Secretary Authorization.** The Secretary is authorized by the LPA to take such steps as deemed necessary or advisable by the Secretary to secure the benefits of state aid for this Agreement.

10. **Scope of Services.** The LPA shall furnish the necessary personnel, facilities, and such other professional services as may be required to perform the Program Eligible Activities.

11. **Authorization to Proceed.** The LPA may begin performance of the Program Eligible Activities upon receipt of the Secretary's written Notice to Proceed.

12. **Limitation on Incurred Expenditures.** The LPA shall not incur Program expenditures prior to the Effective Date of this Agreement and receipt of the Notice to Proceed.

13. **Reimbursement of Costs.** This is a reimbursement grant for which, after submitting a reimbursement claim to the Secretary, the LPA may be reimbursed for a portion of the costs it incurs in performing Program Eligible Activities. Reimbursement of the costs incurred by the LPA for performing Program Eligible Activities shall be made in accordance with this Agreement.

14. **Salary Expenditures.** The LPA shall not supplant any salary expenditure provided for by the LPA's current budget with any funds provided under this Agreement.

15. **Retention of Records.** The LPA shall maintain records relating to this Agreement and performance of Program Eligible Activities for a period of five (5) years from the completion of the Project. The LPA shall make all records, books, papers, and other documents that relate to this Agreement available at all reasonable times for inspection, review, and audit by the Secretary, the U.S. Department of Transportation, the U.S. Government Accountability Office, the Office of Inspector General, the Comptroller General of the United States, or each of their authorized representatives.

16. **Improper Payments.** Any item of expenditure by the LPA under the terms of this Agreement found by auditors, investigators, or other authorized representatives of the Secretary, the U.S. Government Accountability Office, or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law, or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the LPA, shall become the LPA's liability, to be paid by the LPA from funds other than those provided by the Secretary under this Agreement or any other agreements between the Secretary and the LPA. This provision shall survive the expiration or termination of this Agreement.

17. **Closeout.** Final payment request(s) under this Agreement must be received by the Secretary within (30) days from the earlier of the expiration of this Agreement or termination date of this Agreement. Untimely payment requests will not be accepted by the Secretary without authorization from the Secretary. The LPA's acceptance of final payment from the Secretary shall constitute an agreement by the LPA to release and forever discharge the Secretary, and the Secretary's agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action, or suits of any nature whatsoever, which the LPA has at the time of acceptance of final payment or may have thereafter, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The LPA's obligations to the Secretary under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of the Secretary. Such requirements include submitting final reports to the Secretary and providing any closeout-related information requested by the Secretary by the deadlines specified by the Secretary. This provision shall survive the expiration or termination of this Agreement.

18. **Prior Approval for Changes.** The LPA shall not transfer allocated funds among cost categories within a budgeted program account or make any changes, directly or indirectly, in the Project or the Program Eligible Activities without the prior written approval of the Secretary.

19. **Cooperation in Monitoring and Evaluation.** The LPA shall permit the Secretary to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines, or this Agreement, the LPA shall ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

20. **Audit.**

a. Audit Requirements for Federal Awards. The LPA shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. §200.500 *et seq*., require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 *et seq.*

b. Agency Audit. If the Audit Standards set forth in 2 C.F.R. Part 200 do not apply, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the U.S. Department of Transportation for an audit, the LPA shall participate and cooperate with any reviews or audits of the activities under this Agreement; make its records and books

available to representatives of the requesting agency for a period of five (5) years from the date of final payment under this Agreement; and ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. If an audit reveals the LPA has expended grant funds in any manner not authorized under this Agreement, the LPA shall promptly reimburse the Secretary for such funds upon notification by the Secretary.

21. **Safety Belt Usage.** The LPA has and operates under, or within one (1) year of this Agreement, shall have in place and operate under, a policy which requires its employees to comply with the Kansas Safety Belt Use (K.S.A. § 8-2501, *et seq.*) and Child Passenger Safety (K.S.A. § 8-1343, *et seq.*) Acts when engaged in official travel by public or private vehicle. The LPA may request a model policy from the Secretary.

22. **Certification Regarding Sexual Harassment.** The LPA shall comply with Executive Order 18-04 (February 5, 2018), by signing the **Policy Regarding Sexual Harassment Attachment**, which is attached to and made a part of this Agreement.

23. **Confidentiality; Protection of Personally Identifiable Information.** The LPA shall maintain as confidential all information and records relating to this Agreement and shall not disclose or otherwise release the same unless authorized under the Kansas Open Records Act (K.S.A. 45-215, *et seq.*), the Freedom of Information Act (5 U.S.C.A. § 552), or a current and valid court order.

24. **Prohibited Use of Certain Technologies.** The LPA shall comply with 2 CFR 200.216 and 2 CFR 200.471, which prohibit recipients and subrecipients of federal funds from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

25. **Covenant Against Contingent Fees.** The LPA represents and warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, the Secretary shall have the right to annul this Agreement without liability or, in its discretion, to offset against amounts it owes the LPA under this Agreement or otherwise recover from the LPA the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach. The **Certification of the Contractor** is attached to and made a part of this Agreement.

26. **No Assignment.** The Program Eligible Activities to be performed under the terms of this Agreement shall be performed by the LPA and shall not be assigned, sublet, or transferred to any other party without the written consent of the Secretary.

27. **Accounting.** Upon the Secretary's request, the LPA shall provide the Secretary with an accounting of all actual Project costs to enable the Secretary to report all costs of the Project to the legislature.

ARTICLE IV: GENERAL PROVISIONS

1. **Acceptance.** No contract provision or use of items by the Secretary shall constitute acceptance or relieve the LPA of liability in respect to any expressed or implied warranties.

2. **Amendment.** Any amendment to this Agreement shall be in writing and signed by the Parties.

3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the LPA and their successors in office.

4. **Civil Rights Act.** The **Civil Rights Act Attachment** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

5. **Compliance with Federal and State Laws.** The LPA shall comply with all applicable state and federal laws and regulations. The LPA represents and warrants that any Contractor and/or Consultant performing any services related to the Project shall also comply with all applicable state and federal laws and regulations.

6. **Contractual Provisions.** The provisions found in the current version of the "**Contractual Provisions Attachment (Form DA-146a)**," which is attached, are hereby incorporated into, and made a part of this Agreement.

7. **Correspondence.** Any notice required or submitted under this Agreement shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice.

The Secretary:
Kansas Department of Transportation
ATTN: Max Wilcox
Bureau of Transportation Safety
700 SW Harrison Street
Topeka, KS 66603-3754

The LPA:
City of Independence
ATTN: John Garris
120 N 6th Street
Independence, KS 67301

8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same agreement.

9. **Debarment of State Contractors.** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. § 75-37,103, or have its work evaluated for pre-qualification purposes. Contractors retained by the LPA for the Project shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense for obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. An individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 % or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in a breach of this Agreement for cause.

10. **Entire Agreement.** This Agreement, with all attached exhibits, expresses the entire agreement between the Parties with respect to the Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Agreement.

11. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

12. **Independent Contractor Relationship.** The relationship of the Secretary and the LPA shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or employee-employer relationship. The LPA is not the agent of the Secretary and is not authorized to make any representation, contract, or commitment on behalf of the Secretary. It is expressly understood that any individual performing services under this Agreement on behalf of the LPA shall not be deemed to be an employee or independent contractor of the Secretary, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from the Secretary. The LPA agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. The LPA agrees to indemnify, defend and hold harmless the Secretary and its directors, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security, and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation,

unemployment insurance, and health insurance coverage or assessable payments required under state or federal) with respect to such individual performing services under this Agreement on behalf of the LPA. This provision shall survive the expiration or termination of this Agreement.

13. **Industry Standards.** Where not otherwise provided in this Agreement, materials or work called for in this Agreement shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all applicable federal, state, and local laws and rules and regulations promulgated thereunder.

14. **Integration.** This Agreement supersedes all oral agreements, negotiations, and representations between the Parties pertaining to the subject matter of this Agreement.

15. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

16. **Nondiscrimination and Workplace Safety.** The LPA shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Agreement.

17. **Restriction on State Lobbying.** Funds provided by the Secretary under this Agreement shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Agreement shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

18. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be enforced to the fullest extent permitted by law.

19. **Technical Advice and Assistance; Limitations.** Technical advice, assistance, or both, provided by the Secretary under this Agreement shall not be construed as an undertaking by the Secretary of the duties of the LPA or any other individual or entity hired by the LPA.

20. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

a. Termination by Either Party. Either Party may terminate this Agreement upon thirty

(30) days written notice to the other party for any reason; provided, however, the LPA shall not be paid more than it would receive under the terms of the Agreement for that portion of Program Eligible Activities rendered to the date of termination.

b. Termination by the Secretary. If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

21. **Waiver.** A Party's failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST: THE CITY OF INDEPENDENCE, KANSAS

_____ _____
CITY CLERK (Date) MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By:_____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Index of Exhibits and Attachments

☒SS4A Program Notice of Funding Opportunity
☒Certification regarding Sexual Harassment
☒Certification of the Contractor - Covenant Against Contingent Fees
☒Contractual Provisions Attachment (Form DA – 146a)
☒Civil Rights Act Attachment
☒Certification Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgements (if over $25,000)
☒Disclosure of Lobbying Activities (if over $100,000)

BILLING CODE 4910-9X

DEPARTMENT OF TRANSPORTATION

Office of the Secretary of Transportation

DOT-OST-2023-0048

USDOT FY23 Safe Streets and Roads for All Funding

AGENCY: Office of the Secretary of Transportation, U.S. Department of Transportation (DOT or the Department)

ACTION: Notice of Funding Opportunity (NOFO), Assistance Listing # 20.939

SUMMARY: The purpose of this notice is to solicit applications for Safe Streets and Roads for All (SS4A) grants. Funds for the fiscal year (FY) 2023 SS4A grant program are to be awarded on a competitive basis to support planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians; bicyclists; public transportation, personal conveyance, and micromobility users; motorists; and commercial vehicle operators.[1]

DATES: Applications must be submitted by 5:00 PM EDT on Monday, July 10, 2023. Late applications will not be accepted.

ADDRESSES: Applications must be submitted via Valid Eval, an online submission proposal system used by USDOT, at https://usg.valideval.com/teams/usdot_ss4a_2023_implementation/signup for Implementation Grant applicants, andhttps://usg.valideval.com/teams/usdot_ss4a_2023_planning_demo/signup for Planning and Demonstration Grants. Customer support for Valid Eval can be reached at support@valideval.com.

FOR FURTHER CONTACT INFORMATION: Please contact the SS4A grant program staff via email at SS4A@dot.gov, or call Paul Teicher at 202-366-4114. A telecommunications device for the deaf (TDD) is available at 202-366-3993. In addition, DOT will regularly post answers to questions and requests for clarifications, as well as schedule information regarding webinars providing additional guidance, on DOT's website at https://www.transportation.gov/grants/SS4A. The deadline to submit technical questions is June 16, 2023. The NOFO is listed under opportunity number DOT-SS4A-FY23-01 at grants.gov.

SUPPLEMENTARY INFORMATION: Each section of this notice contains information and instructions relevant to the application process for SS4A grants, and all applicants should read this notice in its entirety so that they have the information they need to submit eligible and competitive applications.

Section	Content
N/A	Summary Information
A	Program Description
B	Federal Award Information
C	Eligibility Information
D	Application and Submission Information
E	Application Review Information
F	Federal Award Administration Information
G	Federal Awarding Agency Contacts

[1]The term "pedestrians" is inclusive of all users of the pedestrian infrastructure, including persons with disabilities.

Section	Content
H	Other Information

Section A (Program Description) describes the Department's goals and purpose in making awards, and Section E (Application Review Information) describes how the Department will select from eligible applications. To support applicants through the process, the Department will provide technical assistance and resources at https://www.transportation.gov/grants/SS4A.

DEFINITIONS

Term	Definition
Applicant's Jurisdiction(s)	The U.S. Census tract/tracts where the applicant operates or performs their safety responsibilities. If an applicant is seeking funding for multiple jurisdictions, all of the relevant Census tracts for the jurisdictions covered by the application should be included.
Complete Streets	Standards or policies that ensure the safe and adequate accommodation of all users of the transportation system, including pedestrians, bicyclists, personal conveyance and micromobility users, public transportation users, children, older individuals, individuals with disabilities, motorists, and freight vehicles.[2]
Comprehensive Safety Action Plan	A comprehensive safety action plan (referred to as an Action Plan) is aimed at preventing roadway fatalities and serious injuries in a locality or region or on Tribal land. This can be either a plan developed with a Planning and Demonstration Grant, or a previously developed plan that is substantially similar and meets the eligibility requirements (e.g., a Vision Zero plan or similar plan). See Table 1 for a detailed description.
Equity	The consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, Indigenous and Native Americans, Asian Americans and Pacific Islanders, and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.
High-Injury Network	Identifies the highest concentrations of traffic crashes resulting in serious injuries and fatalities within a given roadway network or jurisdiction.

[2] The definition is based on the "Moving to a Complete Streets Design Model: A Report to Congress on Opportunities and Challenges," https://highways.dot.gov/sites/fhwa.dot.gov/files/2022-03/Complete%20Streets%20Report%20to%20Congress.pdf. Also see https://highways.dot.gov/complete-streets.

Term	Definition
Micromobility	Any small, low-speed, human- or electric-powered transportation device, including bicycles, scooters, electric-assist bicycles, electric scooters (e-scooters), and other small, lightweight, wheeled conveyances.[3]
Personal Conveyance	A personal conveyance is a device, other than a transport device, used by a pedestrian for personal mobility assistance or recreation. These devices can be motorized or human powered, but not propelled by pedaling (e.g., a wheelchair).[4]
Political Subdivision of a State	A unit of government created under the authority of State law. This includes cities, towns, counties, special districts, certain transit agencies, and similar units of local government. A transit district, authority, or public benefit corporation is eligible if it was created under State law, including transit authorities operated by political subdivisions of a State.
Rural	For the purposes of this NOFO, jurisdictions outside an Urban Area (UA) or located within Urban Areas with populations fewer than 200,000 will be considered rural. Lists of UAs are available on the U.S. Census Bureau website at https://www2.census.gov/geo/docs/reference/ua/2020_Census_ua_list_all.xlsx.
Safe System Approach	A guiding principle to address the safety of all road users. It involves a paradigm shift to improve safety culture, increase collaboration across all safety stakeholders, and refocus transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives.[5,6]

[3] Source: FHWA, Public Roads Magazine, Spring 2021, "Micromobility: A Travel Innovation." Publication Number: FHWA-HRT-21-003

[4] https://crashstats.nhtsa.dot.gov/Api/Public/ViewPublication/813251, see page 127 for the full definition as defined in the 2020 FARS/CRSS Coding and Validation Manual.

[5] See: https://www.transportation.gov/NRSS/SafeSystem

[6] Safety culture can be defined as the shared values, actions, and behaviors that demonstrate a commitment to safety over competing goals and demands.

Term	Definition
Underserved Community	An underserved community as defined for this NOFO is consistent with the Office of Management and Budget (OMB) and DOT definitions of a disadvantaged community designation, which includes any Tribal land; any territory or possession of the United States; or U.S. Census tracts identified in one of the following tools (may only select one option to identify underserved communities): • The interim USDOT Equitable Transportation Community Explorer (ETCE) https://experience.arcgis.com/experience/0920984aa80a4362b8778d779b090723/page/Applicant-Explorer/ • Any subsequent iterations of the ETCE released during the NOFO period; or • The Climate and Economic Justice Screening Tool (CEJST) to identify disadvantaged communities https://screeningtool.geoplatform.gov/ Funds to underserved communities are spent in, and provide benefits to, underserved communities.

A. Program Description

1. Overview

Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL") authorized and appropriated $1 billion to be awarded by the Department of Transportation for FY 2023 for the SS4A grant program. This NOFO solicits applications for activities to be funded under the SS4A grant program. The FY 2023 funding will be implemented, as appropriate and consistent with law, in alignment with the priorities in Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64355).

The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and refinement and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The program provides funding to develop the tools to help strengthen a community's approach to roadway safety and save lives and is designed to meet the needs of diverse local, Tribal, and regional communities that differ dramatically in size, location, and experience administering Federal funding.

The FY 2023 NOFO incorporates lessons learned from the FY 2022 NOFO, and substantively differs in a few ways:

- Applications are submitted through Valid Eval instead of Grants.gov. The application structure for the key information table and other application submission details has been standardized through Valid Eval.
- Updated the definition of an underserved community, with different tools to determine whether a U.S. Census tract is an underserved community.
- Planning and Demonstration Grants replaced Action Plan Grants from FY 2022, with a number of substantive changes throughout the NOFO:
  - Section A further clarifies eligible planning and demonstration activities;
  - Section B.3 changed the expected minimum and maximum award range to $100,000 to $10 million;
  - Section B.4 has a longer expected period of performance under certain circumstances;

- Section C.3 has changed eligibility requirements and allows applicants currently developing a comprehensive safety action plan to request additional funding for planning and demonstration; and
- Section E has a revised selection criteria requirement for the "Additional Safety Context" narrative, which is now expected to be between 1 and 2 pages.

- Implementation Grants had the following substantive changes:
  - Section B.3 changed the expected minimum and maximum award range to $2.5 million to $25 million;
  - Section E selection criteria were refined, and a fifth selection criterion specifically for applicants who bundle planning and supplemental planning was added; and
  - Section E award selection considerations were expanded to include rural areas, whether the applicant is identified as a priority community within the Federal Thriving Communities Network, requests less than $10 million, and selections that support diversity amongst the award recipients, in addition to project readiness and percent of funds to underserved communities.

2. Grant Options and Deliverables

The SS4A program provides funding for two main types of grants: **Planning and Demonstration Grants** for comprehensive safety action plans, including supplemental safety planning, and/or safety demonstration activities; and **Implementation Grants**. Planning and Demonstration Grants are used to develop, complete, or supplement a comprehensive safety action plan, as well as carry out demonstration activities that inform an Action Plan. Implementation Grants are used to implement strategies or projects that are consistent with an existing Action Plan and may also bundle funding requests for supplemental planning and demonstration activities that inform an Action Plan. To apply for an Implementation Grant, an eligible applicant must have a qualifying Action Plan; see Section C for what constitutes a qualifying Action Plan. Applicants for Implementation Grants can self-certify that they have one or more plans in place by June 2023 that together are substantially similar to and meet the eligibility requirements for an Action Plan.

i. Planning and Demonstration Grants

Planning and Demonstration Grants have three different types of activities:

a) Develop an Action Plan;
b) Conduct supplemental safety planning to enhance an Action Plan; and
c) Carry out demonstration activities to inform the development of, or an update to, an Action Plan.

The three different types of activities under Planning and Demonstration Grants can either be bundled together into one application, or an applicant may choose to request funding for only one of the activities. Applicants may only apply for a single grant type, but both grant types have the option to include Planning and Demonstration projects under them. The development of, or updates to, an Action Plan must be the intended end result of each supplemental planning and demonstration activity. Further information on which activities can be bundled together are described in Section C.3.i.

a) Action Plan

An Action Plan is the foundation of the SS4A grant program. Grants for Action Plans provide Federal funds to eligible applicants to develop, complete, or enhance an Action Plan.

The primary deliverable is a publicly available Action Plan. For the purposes of the SS4A grant program, an Action Plan includes the components in Table 1. DOT considers the process of developing an Action Plan to be critical for success, and the components reflect a process-oriented set of activities.

Table 1: Action Plan Components

Component	Description
Leadership Commitment and Goal Setting	An official public commitment (e.g., resolution, policy, ordinance) by a high-ranking official and/or governing body (e.g., Mayor, City Council, Tribal Council, metropolitan planning organization [MPO], Policy Board) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following: (1) the target date for achieving zero roadway fatalities and serious injuries, OR (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.
Planning Structure	A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.
Safety Analysis	Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region. Includes an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, pedestrians, transit users, etc.). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographics, and structural issues). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a High-Injury Network or equivalent).
Engagement and Collaboration	Robust engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practicable.
Equity Considerations	Plan development using inclusive and representative processes. Underserved communities are identified through data and other analyses in collaboration with appropriate partners. Analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.
Policy and Process Changes	Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.

Component	Description
Strategy and Project Selections	Identification of a comprehensive set of projects and strategies—shaped by data, the best available evidence and noteworthy practices, and stakeholder input and equity considerations—that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach and effective interventions and consider multidisciplinary activities. To the extent practicable, data limitations are identified and mitigated. Once identified, the projects and strategies are prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.
Progress and Transparency	Method to measure progress over time after an Action Plan is developed or updated, including outcome data. A means to ensure ongoing transparency is established with residents and other relevant stakeholders. The approach must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries and public posting of the Action Plan online.

Applicants requesting funds to develop an Action Plan may also request funding for supplemental planning and demonstration activities subsequently described in Section A.2.i.b and A.2.i.c below. The goal of an Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribe, or region. Further information on eligibility requirements is in Section C.

b) Supplemental Planning

Supplemental action plan activities support or enhance an existing Action Plan. To only fund supplemental Action Plan activities through the SS4A program, an applicant must have an existing Action Plan; have a plan that is substantially similar and meets the eligibility requirements for having an existing plan; or be in the process of completing an Action Plan described in Table 1. Examples of supplemental planning include:

- Topical safety sub-plans focused on topics such as speed management, vulnerable road users, accessibility for individuals with disabilities, Americans with Disabilities Act of 1990 (ADA) transition plans, health equity, safety-focused Intelligent Transportation System implementation, lighting, or other relevant safety topics
- Road safety audits
- Additional safety analysis and expanded data collection and evaluation using integrated data
- Targeted equity assessments
- Required supplemental planning as a condition to receiving an Implementation Grant award as described in Section A.2.ii:
    - Updating Action Plans finalized and last updated in 2020 or earlier
    - Broadening the road user focus to include all road users
    - Updating plan components laid out in Table 1 and missing in an eligible plan
- Follow-up stakeholder engagement and collaboration
- Reporting on the progress from Action Plan implementation for transparency
- Other roadway safety planning activities that enhance an Action Plan

The final deliverable for supplemental planning is a written product that connects to, and enhances, an Action Plan. Final products shall be made publicly available. Additional information on supplemental planning is located at https://www.transportation.gov/grants/SS4A.

c) Demonstration Activities

Demonstration activities inform an Action Plan by testing proposed project and strategy approaches to determine their potential benefits and future scope; demonstration activities are temporary. Demonstration activities must measure potential benefits through data collection and evaluation and inform an Action Plan's list of selected projects and strategies and their future implementation. To receive funds only for demonstration activities through the SS4A program, an applicant must have an existing Action Plan, have a plan that is substantially similar and meets the eligibility requirements for having an existing plan, or be in the process of completing an Action Plan described in Table 1. Demonstration activities could include:

- Feasibility studies using quick-build strategies that inform permanent projects in the future (e.g., use of paint and plastic delineator posts to experiment with impermanent roadway design changes, use of removable barriers to re-allocate roadway space).
- Various MUTCD Engineering Studies that further safety applications of the MUTCD (e.g., evaluating warrants for traffic signal installation, high-visibility crosswalk markings, bike lane treatments, etc.).
- Pilot programs for behavioral or operational activities that include at least one element of the Safe System Approach (e.g., test out a new education campaign's messaging at a small scale, trial changes to how Emergency Medical Services respond to crashes).
- Pilot programs that demonstrate safety benefits of technologies not yet adopted in the community (e.g., variable speed limits, technology for adaptive signal timing, adaptive lighting, Intelligent Transportation Systems, vehicle-to-infrastructure technology, etc.).[7] Eligible technologies must be commercially available and at a prototype or advanced technological readiness level.[8]

Demonstration activities and pilot programs must inform Action Plans through small-scale tests with finite trial periods intended to gauge potential project and strategy effectiveness that will lead to project and strategy selection at a systemic level. The final deliverable is an assessment of the demonstration activities and an updated Action Plan that incorporates the information gathered from the demonstration activities into the Action Plan's list of projects or strategies and/or informs another part of the Action Plan. DOT intends to prioritize demonstration activities that are set up within 18 months (e.g., quick-builds on the roadway, pilot project established).

ii. Implementation Grants

Implementation Grants fund projects and strategies identified in an Action Plan that address roadway safety problems. Implementation Grants may also fund supplemental planning and demonstration activities as described in Section A.2.i, as well as planning, design, and development activities for projects and strategies identified in an Action Plan. DOT encourages Implementation Grant applicants to include supplemental planning and demonstration activities in their application. Applicants must have an existing Action Plan to apply for Implementation Grants or have an existing plan that is substantially similar and meets the eligibility requirements of an Action Plan. If applicants do not have an existing Action Plan, they should apply for Planning and Demonstration Grants and **NOT** Implementation Grants.

The Action Plan components may be contained within several plans. DOT requires applicants who have an Action Plan that is missing components required in Table 1 but still have a substantially similar plan based on the Self-Certification Eligibility Worksheet outlined in Section C to update an Action Plan to contain all components in a Comprehensive Safety Action Plan as outlined in Table 1. Updating an existing Plan to address missing components is a condition to receive Implementation Grant funding, and applicants applying for Implementation Grants can request to use SS4A supplemental planning funds to update an existing Action Plan to conform with all the components in Table 1. Additional information on eligibility requirements and eligible activities is in Section C below.

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[7] Eligible vehicle-to-infrastructure demonstrations use interoperable vehicle-to-infrastructure (V2X) communications capabilities using 4G LTE cellular V2X (C-V2X) technology in the 5.905 – 5.925 GHz spectrum frequency band to enable safety applications for public fleet vehicles.

[8] The corresponding level would be "Development," level 7 Prototype demonstrated in operational environment. See https://www.fhwa.dot.gov/publications/research/ear/17047/17047.pdf.

3. SS4A Grant Priorities

This section discusses priorities specific to SS4A and those related to the Department's overall mission, which are reflected in the selection criteria and NOFO requirements. Successful grant applications will:

- Promote safety to prevent death and serious injuries on public roadways;
- Employ low-cost, high-impact strategies that can improve safety over a wide geographic area;
- Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities;
- Incorporate evidence-based projects and strategies and adopt innovative technologies and strategies;
- Demonstrate engagement with a variety of public and private stakeholders; and
- Align with the Department's mission and Strategic Goals such as safety; climate change and sustainability; equity and Justice40; and workforce development, job quality, and wealth creation.[9]

The Department seeks to award Planning and Demonstration Grants based on safety impact, equity, and other safety considerations. For Implementation Grants, DOT seeks to make awards to projects and strategies that save lives and reduce roadway fatalities and serious injuries; incorporate equity, engagement, and collaboration into how projects and strategies are executed; use effective practices and strategies; consider climate change, sustainability, and economic competitiveness in project and strategy implementation; and will be able to complete the full scope of funded projects and strategies within five years after the establishment of a grant agreement. Additional award consideration will be made for Implementation Grant applicants that have a high percentage of funds that benefit underserved communities, are in rural areas, request less than $10 million in Federal funds, and/or support geographic diversity amongst the Implementation Grant award recipients. Section D provides more information on the specific measures an application should demonstrate to support these goals.

The SS4A grant program aligns with both Departmental and Biden-Harris Administration activities and priorities. The National Roadway Safety Strategy (NRSS, issued January 27, 2022) commits the Department to respond to the current crisis in roadway fatalities by "taking substantial, comprehensive action to significantly reduce serious and fatal injuries on the Nation's roadways," in pursuit of the goal of achieving zero roadway deaths through a Safe System Approach.[10] DOT recognizes that zero is the only acceptable number of deaths on our roads, and SS4A program outcomes align with the NRSS and support the FY 2022-2026 DOT Strategic Plan safety performance goals such as a medium-term goal of a two-thirds reduction in roadway fatalities by 2040.[11] DOT also incentivizes communities to adopt and implement Complete Streets policies that prioritize the safety of all users in transportation network planning, design, construction, and operations, and encourages applicants to use a Complete Streets design model on roadways where adjacent land use suggests that trips could be served by varied modes.[12] For applicants seeking to use innovative technologies and strategies, the Department's Innovation Principles serve as a guide to ensure innovations reduce deaths and serious injuries while committing to the highest standards of safety across technologies.[13]

This NOFO aligns with and considers Departmental policy priorities that have a nexus to roadway safety and grant funding. Consistent with the Department's implementation of Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619), the Department seeks to fund applications that address equity and environmental justice, particularly for communities that have experienced decades of underinvestment and are most impacted by climate change, pollution, and environmental hazards.[14] Additionally, DOT seeks to fund projects that reduce greenhouse gas emissions in the transportation sector, including those that improve safety for low- and zero-emission modes of travel. Applicants should also consider the incorporation of evidence-based

[9] FY 2022-2026 USDOT Strategic Plan https://www.transportation.gov/dot-strategic-plan.
[10] https://www.transportation.gov/NRSS.
[11] https://www.transportation.gov/dot-strategic-plan.
[12] More information on Complete Streets can be found at https://highways.dot.gov/complete-streets.
[13] https://www.transportation.gov/priorities/innovation/us-dot-innovation-principles. Released January 6, 2022.
[14] See the definition of an underserved community, which includes Census tracts identified in the OMB CEJST and DOT ETCE tools.

climate resilience measures and features; reduce the lifecycle greenhouse gas emissions from project materials; avoid adverse environmental impacts to air or water quality, wetlands, and endangered species; and address the disproportionate negative environmental impacts of transportation on disadvantaged communities.

Consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009), the Department seeks to award funds under the SS4A grant program that will create proportional impacts to all populations in a project area, remove transportation related disparities to all populations in a project area, and increase equitable access to project benefits. An important area for DOT's focus is the disproportionate, adverse safety impacts that affect certain groups on our roadways, particularly people walking, biking, and rolling in underserved communities. In accordance with the Americans with Disabilities Act of 1990 (ADA), awards focused on infrastructure and demonstration activities must ensure that newly constructed facilities in the public right-of-way are accessible to, and usable by, individuals with disabilities to the extent that it is not structurally impracticable to do so. The ADA also requires that, when an existing facility is altered, the altered facility be made accessible to and usable by individuals with disabilities to the maximum extent feasible (28 CFR 35.151[a] and 35.151[b]). See Section E of this NOFO for climate and equity-related selection criteria and Section F for related award administration requirements.

The Department intends to use the SS4A program to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and training and placement programs, especially registered apprenticeships, in project planning stages, consistent with Executive Order 14025, Worker Organizing and Empowerment (86 FR 22829), and Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335). The Department also intends to use the SS4A program to support wealth creation, consistent with the Department's Equity Action Plan through the inclusion of local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.

B. Federal Award Information

1. Total Funding Available

The BIL established the SS4A program with $5,000,000,000 in advanced appropriations in Division J, including $1,000,000,000 for FY 2023. Additionally, DOT has $177,213,000 in FY 2022 carryover funds set aside for Planning and Demonstration Grants as well as certain eligible safety planning and demonstrative activities that may be included under an Implementation Grant request. Therefore, this Notice makes available up to $1,177,213,000 for FY 2023 grants under the SS4A program. Refer to Section D for greater detail on additional funding considerations and Section D.5 for funding restrictions.

2. Availability of Funds

Grant funding obligation occurs when a selected applicant and DOT enter into a written grant agreement after the applicant has satisfied applicable administrative requirements. Unless authorized by DOT in writing after DOT's announcement of FY 2023 SS4A grant awards, any costs incurred prior to DOT's obligation of funds for activities ("pre-award costs") are ineligible for reimbursement and may not be used as matching funds. All SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds.

3. Award Size and Anticipated Quantity

In FY 2023, DOT expects to award hundreds of Planning and Demonstration Grants and up to one hundred Implementation Grants. The Department reserves the right to make more, or fewer, awards. DOT reserves the discretion to alter minimum and maximum award sizes upon receiving the full pool of applications and assessing the needs of the program in relation to the SS4A grant priorities in Section A.3. Federal funding requests must be made in whole dollar amounts (no cents).

iii. Planning and Demonstration Grants

For Planning and Demonstration Grants, award amounts will be based on estimated costs, with an expected minimum of $100,000 and an expected maximum of $10,000,000 for all applicants. The Department expects larger award amounts for a metropolitan planning organization (MPO), an application comprised of a multijurisdictional group of entities that is regional in scope (e.g., a multijurisdictional group of counties, a council of governments and cities within the same region), or those who are conducting activities in a large geographic area. The Department will consider applications with funding requests under the expected minimum award amount. DOT reserves the right to make Planning and Demonstration Grant awards less than the total amount requested by the applicant.

An application that engages multiple jurisdictions in the same region is encouraged in order to ensure collaboration across multiple jurisdictions and leverage the expertise of agencies with established financial relationships with DOT and knowledge of Federal grant administration requirements. For applicants developing a new Action Plan, the application may propose the development of a single Action Plan covering all jurisdictions, several plans for individual jurisdictions, or a system to administer sub-awards to entities within its jurisdiction.

Of the total amount available, DOT anticipates that it will award at least $250 million for demonstration activities that will inform the development of an Action Plan, as described in Section A.

iv. Implementation Grants

For Implementation Grants, DOT expects the minimum award will be $2,500,000 and the maximum award will be $25,000,000. DOT reserves the right to make Implementation Grant awards less than the total amount requested by the applicant.

4. Start Dates and Period of Performance

DOT expects to obligate SS4A award funding via a signed grant agreement between the Department and the recipient, as flexibly and expeditiously as possible, within 12 months after awards have been announced. Applicants who have never received Federal funding from DOT before are encouraged to partner with eligible applicants within the same region, such as an MPO, that have established financial relationships with DOT and knowledge of Federal grant administration requirements. While States are not eligible applicants and cannot be a co-applicant (which includes State Departments of Transportation and similar State-level entities), eligible applicants are encouraged to separately coordinate with States and other entities experienced with administering Federal grants, outside of the SS4A grant award process, to ensure effective administration of a grant award. The expected period of performance for Planning and Demonstration Grant agreements is between 12 months and 5 years, depending on the scope and extent of the grant activities. The period of performance for Planning and Demonstration Grant and Implementation Grant agreements may not exceed five years.

5. Data Collection Requirements

Under BIL, the Department shall post on a publicly available website best practices and lessons learned for preventing roadway fatalities and serious injuries pursuant to strategies or interventions implemented under SS4A. Additionally, DOT shall evaluate and incorporate, as appropriate, the effectiveness of strategies and interventions implemented under the SS4A grant program.[15] The Department intends to measure safety outcomes through a combination of grant agreement activities and data collections, DOT data collections already underway, and program evaluations separate from the individual grant agreements in accordance with Section F.3.iii. The grant data-collection requirements reflect the need to build evidence of noteworthy strategies and what works. The Department expects to use the data and outcome information collected before and after evaluations. See Section F for more information about post-award reporting requirements.

[15] BIL specifically cites *Countermeasures That Work: A Highway Safety Countermeasure Guide for State Highway Safety Offices, Ninth Edition* or any successor document, but DOT also is to consider applied research focused on infrastructure and operational projects and strategies.

C. Eligibility Information

1. Eligible Applicants

Eligible applicants for SS4A grants are:

(1) a metropolitan planning organization (MPO);
(2) a political subdivision of a State or territory;
(3) a federally recognized Tribal government; and
(4) a multijurisdictional group of entities described in any of the aforementioned three types of entities.

A multijurisdictional group of entities described in (4) should identify a lead applicant as the primary point of contact. For the purposes of this NOFO, a **political subdivision of a State** under (2), above, is defined as a unit of government under the authority of State law. This includes cities, towns, counties, special districts, and similar units of local government. A transit district, authority, or public benefit corporation is eligible if it was created under State law, including transit authorities operated by political subdivisions of a State. States are not eligible applicants, but DOT encourages applicants to coordinate with State entities, as appropriate. Eligible MPOs, transit agencies, and multijurisdictional groups of entities with a regional scope are encouraged to support subdivisions of a State such as cities, towns, and counties with smaller populations within their region. The Department strongly encourages applications that involve multijurisdictional partnerships for Planning and Demonstration Grants and for applicants who have never received Federal funding and can apply with entities experienced in executing DOT grants.

An eligible applicant for an Implementation Grant must also meet at least one of these conditions:
(1) have ownership and/or maintenance responsibilities over a roadway network;
(2) have safety responsibilities that affect roadways; or
(3) have agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction.

For the purposes of this NOFO, an applicant's jurisdiction is defined as the U.S. Census tracts where the applicant operates or performs their safety responsibilities.

2. Cost Sharing or Matching

The Federal share of a SS4A grant may not exceed 80 percent of total eligible activity costs. Recipients are required to contribute a local matching share of no less than 20 percent of eligible activity costs. Unless otherwise authorized by statute, all matching funds must be from non-Federal sources. Matching funds may include funding from the applicant, or other eligible non-Federal sources. In accordance with 2 CFR § 200.306, grant recipients may use in-kind or cash contributions toward local match requirements so long as those contributions meet the requirements under 2 CFR § 200.306(b). Any in-kind contributions used to fulfill the cost-share requirement for both Planning and Demonstration Grants and Implementation Grants must:

- Be in accordance with the cost principles in 2 CFR § 200 Subpart E;
- Include documented evidence of completion within the period of performance; and
- Support the execution of the eligible activities in Section C.4.

SS4A funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted. Grant agreements are expected to be administered on a reimbursement basis, and at the Department's discretion alternative funding arrangements may be established on a case-by-case basis.

3. Grant Eligibility Requirements

If an applicant is eligible for both a Planning and Demonstration Grant and an Implementation Grant, the applicant may only apply for a Planning and Demonstration Grant **or** an Implementation Grant, not both. An eligible applicant may only submit one application to the funding opportunity. Implementation Grant applicants may request funds to bundle supplemental planning and demonstration activities as described in Section A.2.i to update an Action Plan, with funds to implement projects and strategies. Planning and Demonstration Grant funding recipients are not precluded from applying for Implementation Grants in future funding rounds. SS4A award recipients from FY 2022 are eligible to apply in FY 2023.

i. Planning and Demonstration Grant Eligibility Requirements

Eligibility requirements are contingent on whether an applicant is requesting funds to develop a new Action Plan, conduct supplemental planning to update an existing Action Plan, and/or carry out demonstration activities to inform the development of or update to an Action Plan. Any applicant that meets the eligibility requirements may apply for a Planning and Demonstration Grant to develop an Action Plan. Applicants applying to develop an Action Plan may also bundle supplemental planning and demonstration activities into their funding request. Applicants with an existing Action Plan may also apply to update their Action Plan. The development of an Action Plan must include all relevant road users and be at a broad, systemic geographic level (e.g., the entire eligible applicant's jurisdiction, and cannot be for a few road segments within a jurisdiction).

If a higher-level jurisdiction (e.g., an MPO or county would be a higher-level jurisdiction for a city or town) has an existing plan in place, or is in the process of completing an Action Plan, an eligible applicant can apply for supplemental planning or demonstration activities without its own plan as long as: 1) the higher-level jurisdiction's Action Plan's geographic boundaries covers the eligible applicant's jurisdiction; 2) the proposed activities are coordinated with the high-level jurisdiction, and the application demonstrates such coordination; and 3) the activities will inform the Action Plan of the higher-level jurisdiction. Duplicative efforts (e.g., requesting funds to develop an Action Plan even though a higher-level jurisdiction already received an FY 2022 award that covers the same area, multiple applicants requesting to carry out the same types of demonstration activities in the same area) will be identified and assessed for merit within the context of other jurisdictions and their planning and demonstration activities. The Department encourages complementary but distinctive activities, including but not limited to demonstration activities that will help inform the development of an Action Plan in an FY 2022 award.

ii. Implementation Grant Eligibility Requirements

To apply for an Implementation Grant, the applicant must certify that they have an existing plan that is substantially similar to an Action Plan. The plan or plans must be uploaded as an attachment to the application or provided as web links to publicly available sites. Applicants should use the Self-Certification Eligibility Worksheet to determine eligibility.[16] The existing plan must be focused, at least in part, on the roadway network within the applicant's jurisdiction. The components required for an existing plan to be substantially similar to an Action Plan may be found in multiple plans. State-level Action Plans (e.g., a Strategic Highway Safety Plan required in 23 U.S.C. § 148, State Highway Safety Plans required in 23 U.S.C. § 402, Commercial Vehicle Safety Plans required in 49 U.S.C. § 31102, etc.) as well as Public Transportation Agency Safety Plans in 49 U.S.C. § 5329 cannot be used as an established plan to apply for an Implementation Grant. If a higher-level jurisdiction (e.g., an MPO, county, etc.) has an existing plan in place that meets the plan eligibility requirements, an eligible applicant covered within the Action Plan's geographic boundaries could apply without its own plan as long as the other eligibility requirements are met.

Further, Implementation Grant applicants who meet any of the following conditions must update their Action Plan during the execution of a grant agreement to align with all the Comprehensive Safety Action Plan components in Table 1 as a condition to receiving SS4A funds:

- Self-Certification Eligibility Worksheet areas that include a "no" response;

[16] https://www.transportation.gov/grants/ss4a/self-certification-worksheet.

- Safety focus in the qualifying Action Plan does not include all road users, including pedestrians, bicyclists, and motor vehicle safety; or
- Action Plans last updated more than three years ago (to apply in the first place, applicants must have a plan that was finalized and/or last updated between 2018 and June 2023)

Implementation Grant applicants are encouraged to request supplemental planning funding in their application to complete missing components of an existing plan but may choose to complete such activities without Federal funding.

4. Eligible Activities and Costs

i. Eligible Activities

Broadly, eligible activity costs must comply with the cost principles set forth in 2 CFR, Subpart E (i.e., 2 CFR § 200.403 and § 200.405). DOT reserves the right to make cost eligibility determinations on a case-by-case basis. Eligible activities for grant funding include the following three elements:

A. Developing a comprehensive safety action plan or Action Plan (i.e., the activities in Table 1, as well as the supplemental planning and demonstration activities described in Section A.2);
B. Conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and
C. Carrying out projects and strategies identified in an Action Plan.

For Implementation Grants, activities *must* include element (C) "carrying out projects and strategies identified in an Action Plan," and *may* include element (B) "conducting planning, design, and development activities for projects and strategies identified in an Action Plan" and/or element (A) "supplemental planning or demonstration activities." Projects and strategies identified in element (C) must be either infrastructure, behavioral, or operational activities identified in the Action Plan, and must be directly related to addressing the safety problem(s) identified in the application and Action Plan. Applicants may "bundle" different projects, strategies, supplemental planning, and/or demonstration activities into one Implementation Grant application, even if they address different safety problems or are located in different areas. Examples of eligible Implementation Grant activities are listed on the SS4A website located at https://www.transportation.gov/grants/SS4A. The following activities are **not** eligible for element (C) "projects and strategies" nor demonstration activity funding:

- Projects and strategies whose primary purpose is not roadway safety.
- Projects and strategies exclusively focused on non-roadway modes of transportation, including air, rail, marine, and pipeline. Roadway intersections with other modes of transportation (e.g., at-grade highway rail crossings, etc.) are eligible activities.
- Capital projects to construct new roadways used for motor vehicles. New roadway facilities exclusively for non-motorists (e.g., a shared use path) is an eligible activity if the primary purpose is safety related.
- Infrastructure projects primarily intended to expand capacity to improve Levels of Service for motorists on an existing roadway, such as the creation of additional lanes.
- Maintenance activities for an existing roadway primarily to maintain a state of good repair. However, roadway modifications on an existing roadway in support of specific safety-related projects identified in an Action Plan are eligible activities.
- Development or implementation of a public transportation agency safety plan (PTASP) required by 49 U.S.C. § 5329. However, a PTASP that identifies and addresses risks to pedestrians, bicyclists, personal conveyance and micromobility users, transit riders, and others may inform Action Plan development.

Projects, strategies, and demonstration activities must have equity—the consistent, fair, just, and impartial treatment of all people—at their foundation. This includes traffic enforcement strategies. As part of the Safe

System Approach adopted in the USDOT's National Roadway Safety Strategy, any activities related to compliance or enforcement efforts to make our roads safer should affirmatively improve equity outcomes as part of a comprehensive approach to achieve zero roadway fatalities and serious injuries. The SS4A program can be used to support safety projects and strategies that address serious safety violations of drivers (e.g., speeding, alcohol and drug-impaired driving, etc.), so long as the proposed strategies are data-driven and demonstrate a process in alignment with goals around community policing and in accordance with Federal civil rights laws and regulations.[17] Funds may not be used, either directly or indirectly, to support or oppose union organizing.

ii. Project and Strategy Location

For Implementation Grants, applications must identify the problems to be addressed, the relevant geographic locations (e.g., corridors, intersections, etc.), and the projects and strategies they plan to implement based on their Action Plan or established plan. This should include specific intervention types, address common safety risk characteristics, and be located on the Action Plan's High-Injury Network to the extent practicable. To provide flexibility in the implementation of projects and strategies that involve systemic safety strategies or bundling of similar countermeasures, an applicant may wait to finalize site locations as part of executing the grant agreement, if necessary, upon approval of the Department, and as long as the identified site locations are primarily on the High-Injury Network and designs remain consistent with the intent of the award.

D. Application and Submission Information

1. Address to Request Application Package

All grant application materials can be accessed at grants.gov under opportunity number DOT-SS4A-FY23-01. Applicants must submit their applications via Valid Eval at https://usg.valideval.com/teams/usdot_ss4a_2023_implementation/signup for Implementation Grant applicants, and https://usg.valideval.com/teams/usdot_ss4a_2023_planning_demo/signup for Planning and Demonstration Grants under the Notice of Funding Opportunity Number cited herein. Potential applicants may also request paper copies of materials at:

Telephone: 202-366-4114
Mail: U.S. Department of Transportation
1200 New Jersey Avenue SE
W84-322
Washington, DC 20590

2. Content and Form of Application Submission

The Planning and Demonstration Grant, and the Implementation Grant, respectively, have different application submission and supporting document requirements.

i. Planning and Demonstration Grant Application Submissions

The application must include the following: Standard Forms (SF); Key Information Questions; Project Narrative and Summary Budget Narrative. This information must be submitted via Valid Eval at https://usg.valideval.com/teams/usdot_ss4a_2023_planning_demo/signup. More detailed information about each application material is provided below. The necessary file formats for each application component will be displayed on the Valid Eval intake site.

- **Standard forms:** All applicants must submit the following Standard Forms: Application for Federal Assistance (SF-424), Budget Information for Non-Construction Programs (SF-424A), Assurances for Non-Construction Programs (SF-424B), and Disclosure of Lobbying Activities (SF-LLL).

[17] For one such example, see https://cops.usdoj.gov/RIC/Publications/cops-p157-pub.pdf.

- **Key Information Questions:** Below is a preview list of the questions that are asked on USDOT's automated proposal website at https://usg.valideval.com/teams/usdot_ss4a_2023_planning_demo/signup. After registering in the system, the applicant will be prompted to answer these questions on the website.

Table 2: Example Planning and Demonstration Application Key Information Table

Title	Instructions
Lead Applicant Name	This should be consistent with Q. 8.a. of the SF-424.
Lead Applicant Unique Entity Identifier (UEI)	See Section D.3 below for more information about obtaining a UEI from SAM.gov.
Eligible Entity Type	See Section C.1.
Do you have additional applicants as part of a multijurisdictional group of eligible entities?	List of additional applicants.
Total Applicant Jurisdiction Population	2020 U.S. Census American Community Survey.
Total Applicant Jurisdiction Applicant Census Tract(s)	List of all Census tracts covered by the jurisdiction.
Census Tract(s) of any pilot or demonstration projects (if applicable)	Census tracts where pilot or demonstration projects would take place.
Total Count Motor Vehicle-Involved Roadway Fatalities that includes the last five years of data made available in the Fatality Analysis Reporting System (FARS) during the NOFO period	From the Fatality Analysis Reporting System (FARS) for the applicant jurisdiction. Use 2016-2020 data; or if available, 2017-2021 data. NOTE: The 2021 FARS data is expected to be released early in the NOFO period.
Total Average Annual Fatality Rate (per 100,000 population	The fatality rate calculated using the 5-year annual average from the total count of fatalities based on FARS data, divided by the population of the applicant's jurisdiction based on 2020 U.S. Census ACS population data.
Total Percent of Population in Underserved Communities Census Tract(s)	The population in underserved communities should be a percentage obtained by dividing the population living in Census tracts with an Underserved Community designation divided by the total population living in the jurisdiction.
Project Title	A concise, descriptive title for the project. This should be the same title used in the SF-424 form and the application narrative.
Application Type (select all that apply)	Develop a new Action Plan; Conduct Supplemental Planning to update an Action Plan; Demonstration Activities to inform development of an Action Plan.
Description of Supplemental Planning and Demonstration Activities (if relevant)	See Section A.2.i.
Total Federal Funding Request	Must be a whole number (no cents).
Total Local share/Match	**Must be equal to, or greater than, 20% of total project cost.**
Total Project Cost	Sum of Total Federal Funding Request and Total Local share/Match.

Title	Instructions
Regional Coordination	Questions on your application in relation to overlapping jurisdictions that received an award in FY 2022 or are applying for a grant in FY 2023.

- **Narrative*:*** In narrative form, the applicant must respond to the Planning and Demonstration Grant selection criteria described in Section E.1.i to affirm its alignment with SS4A safety considerations and address the criteria. The narrative must be no longer than 2 pages.

  For applicants requesting funding for demonstration activities to inform an Action Plan: you must provide a brief schedule showing when the activities will be in place (e.g., hardware installed, when the pilot would begin, etc.), and the start/end dates of the work. If anticipated to be a schedule constraint, applicants should include in the narrative any potential timeline implications of meetings administration requirements in Section F such as domestic preference and any required waivers, the National Environmental Policy Act requirements, as well as any applicable permitting and approval timeframes.

- **Self-Certification Eligibility Worksheet:** If only applying for supplement planning and/or demonstration activities that will inform the update of an existing plan, applications must either demonstrate their existing plan is eligible by attaching the filled out Self-Certification Eligibility Worksheet, or be in the process of developing a comprehensive safety action plan. If applying to develop a new Action Plan, applicants do not need to include the worksheet even if supplemental planning and/or demonstration activities are included.

- **Map:** The applicant must submit a map in a PDF format that shows the location of the jurisdiction and highlights the roadway network under the applicant's jurisdiction.

- **Budget:** Applicants are required to provide a brief budget summary and a high-level overview of estimated activity costs, as organized by all major cost elements. Funding sources should be grouped into two categories: Federal Funding share, and non-Federal share funds. The costs or value of in-kind match should also be provided. This budget shall not include any previously incurred expenses, or costs to be incurred before the time of award. DOT requires applicants use SF-424A to provide this information. Additionally, applicants must summarize the amount of funding going towards the three eligible activities for a Planning and Demonstration Grant (developing a new Action Plan, conducting supplemental planning to update an existing plan, and carrying out demonstration activities to inform the development or update of an Action Plan).

ii. Implementation Grant Application Submissions

The application must include the following: Standard Forms (SF); Key Information Questions; Project Narrative and Summary Budget Narrative. This information must be submitted via Valid Eval at https://usg.valideval.com/teams/usdot_ss4a_2023_implementation/signup. More detailed information about each application material is provided below. The necessary file formats for each application component will be displayed on the Valid Eval intake site.

- **Standard forms:** All applicants must submit the following Standard Forms: Application for Federal Assistance (SF-424), Budget Information for Construction Programs (SF-424C), Assurances for Construction Programs (SF-424D), and Disclosure of Lobbying Activities (SF-LLL).

- **Key Information Questions:** This is a preview list of the questions that are asked on USDOT's automated proposal website at https://usg.valideval.com/teams/usdot_ss4a_2023_implementation/signup. After registering in the system, the applicant will be prompted to answer these questions on the website.

Table 3: Example Implementation Grant Application Key Information Table

Title	Instructions
Lead Applicant Name	This should be consistent with Q. 8.a. of the SF-424.
Lead Applicant Unique Entity Identifier (UEI)	See Section D.3 below for more information about obtaining a UEI from SAM.gov.[18]
Eligible Entity Type	See Section C.1.
Do you have additional applicants as part of a multijurisdictional group of eligible entities?	List of additional applicants.
Total Applicant Jurisdiction Population	2020 U.S. Census American Community Survey.
Total Applicant Jurisdiction Applicant Census Tract(s)	List of all Census tracts covered by the jurisdiction.
Total Applicant Jurisdiction Count of Motor Vehicle-Involved Roadway Fatalities that includes the last five years of data made available in FARS during the NOFO period	From the Fatality Analysis Reporting System (FARS) for the applicant jurisdiction. Use 2016-2020 data; or if available, 2017-2021 data. NOTE: The 2021 FARS data is expected to be released early in the NOFO period.
Total Jurisdiction Average Annual Fatality Rate (per 100,000 population)	The fatality rate calculated using the 5-year annual average from the total count of fatalities based on FARS data, divided by the population of the applicant's jurisdiction based on 2020 U.S. Census ACS population data.
Census Tract(s) of the project(s)	Census tract(s) where project(s) would take place.
Specific project location(s)	Names of corridors or intersections, latitude/longitude coordinates, or other description of project limits.
Percent of Population in Underserved Communities in the project area Census Tract(s)	The population in underserved communities should be a percentage obtained by dividing the population living in Census tracts with an Underserved Community designation divided by the total population living in the jurisdiction.
Project Area Fatalities 2017-2021	Count of fatalities in the project area(s). May use source other than FARS.
Project Area Serious Injuries 2017-2021 OR Project Area Injuries Severity Unknown 2017-2021	Count of serious injuries in the project area(s). Applicants without reliable serious injury data may use suspected serious injury figures. Please cite source.
Project Title	A concise, descriptive title for the project. This should be the same title used in the SF-424 form and the application narrative.
Project Goals	One sentence summary of the safety problem(s) this project will address.

[18] https://sam.gov/content/home

Title	Instructions
Applicant roadway safety responsibility (select all that apply):	• Ownership and/or maintenance responsibilities over a roadway network; • Safety responsibilities that affect roadways; • Have an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction
Primary project purpose (select one)	• Infrastructure Projects and Strategies • Behavioral Project and Strategies • Operational or Technology Projects and Strategies
Roadway users that this project will significantly benefit (check all that apply)	• Pedestrians • Bicyclists • Micromobility Users (e.g., scooters, etc.) • Transit Users • Commercial Motor Vehicles • Motorists • Emergency Medical Services • Other (please specify)
Does this project include major construction, minor construction, or both?	• Major construction projects • Minor construction projects • Neither major nor minor constructions projects
Does your project include Demonstration Activities?	See Section A.2.i.
Would you consider accepting funding for only demonstration activities and/or supplemental planning?	Yes, no, n/a.
Total Federal Funding Request	Must be a whole number (no cents).
Total Local share/Match	**Must be equal to, or greater than, 20% of total project cost.**
Total Project cost	Sum of Total Federal Funding Request and Total Local share/Match.
Total Federal Funds Allocated to Underserved Communities	Funds to be spent in Census tracts identified as underserved through the DOT Equitable Transportation Community Explorer tool.
Supplemental Planning Activities (A) Federal Funding Request	
Supplemental Planning Activities (A) Total Project Costs	
Planning, Design, and Development Activities for Projects/Strategies (B) Federal Funding Request	
Planning, Design, and Development Activities for Projects/Strategies (B) Total Project Costs	
Carrying Out Projects and Strategies (C) Federal Funding Request	

Title	Instructions
Carrying Out Projects and Strategies (C) Total Project Costs	
Existing Comprehensive Safety Action Plan (or equivalent)	Link to or attachment,

a) Narrative

The Department recommends that the narrative follows the outline below to address the program requirements and assist evaluators in locating relevant information. The narrative may not exceed 12 pages in length, excluding cover pages and the table of contents. The Self-Certification Eligibility Worksheet and Budget sections do not count towards the 12-page limit. Appendices may include documents supporting assertions or conclusions made in the 12-page narrative and also do not count towards the 12-page limit. If possible, website links to supporting documentation should be provided rather than copies of these supporting materials. If supporting documents are submitted, applicants should clearly identify within the narrative the relevance of each supporting document. Letters of support will only be considered if they are submitted with the application as one consolidated set of support letters in one supporting attachment.

I.	Overview	See D.2.ii.a.I
II.	Location	See D.2.ii.a.II
III.	Response to Selection Criteria	See D.2.ii.a.III and Section E.1.ii
IV.	Project Readiness	See D.2.ii.a.IV

I. Overview

This section should provide an introduction, describe the safety context, jurisdiction, and any high-level background information that would be useful to understand the rest of the application.

II. Location

This section of the application should describe the jurisdiction's location, the jurisdiction's High-Injury Network or equivalent geospatial identification (geographic or locational data using maps) of higher risk locations, and potential locations and corridors of the projects and strategies. Note that the applicant is not required to provide exact locations for each project or strategy; rather, the application should identify which geographic locations are under consideration for projects and strategies to be implemented and what analysis will be used in a final determination.

III. Response to Selection Criteria

This section should respond to the criteria for evaluation and selection in Section E.1.ii of this Notice and include a compelling narrative to highlight how the application aligns with criteria #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; #4 Other DOT Strategic Goals; #5 Additional Safety Context (only if applying for supplemental planning and/or demonstration activities).

Note, criterion #1 Safety Impact assesses "implementation cost" information, which will be described in SF-424C, Budget of the narrative, and the Key Information Table. The Federal funding requested per person(s) killed or seriously injured from 2017-2021 in the Key Information Table should be itemized by separating different locations and/or different sets of proposed projects and strategies that address a similar safety problem and match the itemization in the Budget.

The applicant must respond to each of the four criteria 1-4 and respond to criterion #5 if applying for supplemental planning and/or demonstration activities. Applicants are not required to follow a specific narrative format, but the

structure should clearly identify the narrative associated with each selection criterion. To the extent practical, DOT encourages applicants to incorporate existing content from their Action Plan/established plan(s).

IV. Project Readiness

The applicant must provide information to demonstrate the applicant's ability to substantially execute and complete the full scope of work in the application proposal within five years of when the grant is executed, with a particular focus on design and construction, as well as environmental, permitting, and approval processes. Applicants should indicate if they will be seeking permission to use roadway design standards that are different from those generally applied by the State in which the project is located. As part of this portion of the narrative, the applicant must include a detailed activity schedule that identifies all major project and strategy milestones. Examples of such milestones include State and local planning approvals; start and completion of National Environmental Policy Act (NEPA) and other Federal environmental reviews and approvals including permitting; design completion; right of way acquisition; approval of plans, specifications, and estimates; procurement; State and local approvals; public involvement; partnership and implementation agreements; and construction. Environmental review documentation should describe in detail known project impacts, and possible mitigation for those impacts. When a project results in impacts, an award recipient must take steps to engage the public. At a minimum, the project readiness narrative and detailed project activity schedule must include the applicability and disposition of: NEPA and Federal environment reviews and approvals; utility relocation; and right-of-way acquisition. For additional guidance and resources, visit https://www.transportation.gov/grants/SS4A.

b) Self-Certification Eligibility Worksheet

Attach a completed Self-Certification Eligibility Worksheet.

c) Budget

This section of the application should describe the budget for the SS4A proposal. Applicants are required to provide a brief budget summary and provide a high-level overview of estimated activity costs, as organized by all major cost elements. The budget shall provide itemized estimates of the costs by separating different locations and/or different sets of proposed projects and strategies that address a similar safety problem, and then providing additional details about those from the itemized list at the component level. This information should include capital costs for infrastructure safety improvements and costs associated with behavioral and operational safety projects and strategies. The section should also distinguish between the three eligible activity areas: (A) supplemental planning and demonstration activities in support of an existing Action Plan; (B) conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and (C) carrying out projects and strategies identified in an Action Plan.

Funding sources should be grouped into two categories: SS4A funding Federal share, and non-Federal share funds. Estimated costs or value of in-kind matches should also be provided. The budget should show how each source of funds will be spent. This budget should not include any previously incurred expenses, or costs to be incurred before the time of award and obligation because these expenses are not eligible for reimbursement or cost-sharing. DOT requires applicants use form SF-424C, and the applicant must also provide the information in Table 4 below.

Table 4: Supplemental Estimated Budget

Activities	Federal Funding Request	Total Project Cost	Federal Funds to Underserved Communities
Itemized Estimated Costs of the (A) supplemental action plan activities			
Item #1	$0.00	$0.00	
Item #2	$0.00	$0.00	

Activities	Federal Funding Request	Total Project Cost	Federal Funds to Underserved Communities
Subtotal Budget for (A) supplemental action plan activities	**$0.00**	**$0.00**	**$0.00**
Itemized Estimated Costs of the (B) planning, design, and development activities			
Location or Project #1	$0.00	$0.00	**$0.00**
Individual Component for #1	$0.00	$0.00	
Individual Component for #1	$0.00	$0.00	
Location or Project #2	$0.00	$0.00	**$0.00**
Individual Component for #2	$0.00	$0.00	
Individual Component for #2	$0.00	$0.00	
Subtotal Budget for (B) conducting planning, design, and development activities	**$0.00**	**$0.00**	**$0.00**
Itemized Estimated Costs of the (C) proposed projects and strategies			
Location or Project #1	$0.00	$0.00	**$0.00**
Individual Component for #1	$0.00	$0.00	
Individual Component for #1	$0.00	$0.00	
Location or Project #2	$0.00	$0.00	**$0.00**
Individual Component for #2	$0.00	$0.00	
Individual Component for #2	$0.00	$0.00	
Subtotal Budget for (C) carrying out projects and strategies	**$0.00**	**$0.00**	**$0.00**

3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant is required to: (i) be registered in SAM (https://sam.gov/content/home) before submitting its application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. DOT may not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time DOT is ready to make an award, DOT may

determine that the applicant is not qualified to receive an award and use that determination as a basis for making an award to another applicant.

4. Submission Dates and Times

Applications must be submitted by 5:00 PM EDT on Monday, July 10, 2023. Late applications will not be accepted.

5. Funding Restrictions

Per BIL requirements, not more than 15 percent of the $1 billion in FY 2023 funds made available to carry out the SS4A program may be awarded to eligible applicants in a single State.[19] In addition, 40 percent of the total funds made available in FY 2023 and all $177 million of the funds carried over from FY 2022 must be awarded for developing an Action Plan, including supplemental planning to update an existing Action Plan, or demonstration activities to inform the development of or update an Action Plan (total $577 million). Due in part to these restrictions, in FY 2022, nearly all the eligible applicants requesting funds for Action Plan development were awarded, while less than 20 percent of Implementation Grant applications were awarded.

6. Other Submission Requirements

The format of the Section D.2 application submission should be in PDF format, with font size no less than 12-point Times New Roman, margins a minimum of 1 inch on all sides, and include page numbers. The necessary file formats for each application component will be displayed on the Valid Eval intake site.

The complete application must be submitted via Valid Eval, an online submission proposal system used by USDOT at https://usg.valideval.com/teams/usdot_ss4a_2023_implementation/signup for Implementation Grant applicants, and https://usg.valideval.com/teams/usdot_ss4a_2023_planning_demo/signup for Planning and Demonstration Grant applicants.

E. Application Review Information

1. Selection Criteria

This section specifies the criteria DOT will use to evaluate and select applications for SS4A grant awards. The Department will review merit criteria for all complete applications from eligible applicants. Planning and Demonstration Grants, and Implementation Grants, respectively, each have their own set of application review and selection criteria.

i. Planning and Demonstration Grant Selection Criteria

For Planning and Demonstration Grants, the Department will use three evaluation criteria. The Department will evaluate quantitative data in two selection criteria areas: #1 Safety Impact; and #2 Equity. The Department will also assess the narrative for #3 Additional Safety Context. Costs will also be considered.

Selection Criterion #1: Safety Impact

The activities are in jurisdictions that will likely support a significant reduction or elimination of roadway fatalities and serious injuries involving various road users, including pedestrians, bicyclists, public transportation users, personal conveyance and micromobility users, motorists, and commercial operators, within the timeframe proposed by the applicant. The Department will assess safety impact using two quantitative ratings:

[19] Funding for Tribal lands will be treated as their own State and will not count toward a State's 15% limit.

- The count of roadway fatalities from the most recent set of 5-year data[20] based on DOT's FARS data, an alternative traffic crash dataset, or a comparable data set with roadway fatality information.[21]
- The fatality rate, which is calculated using 5-year annual average from the total count of fatalities (based on FARS data or an alternative traffic crash dataset) divided by the 2020 population of the applicant's jurisdiction based on 2020 ACS population data from the U.S. Census. The rate should be normalized per 100,000 persons.

Selection Criterion #2: Equity

The activities will ensure equitable investment in the safety needs of underserved communities in preventing roadway fatalities and injuries, including rural communities. The Department will assess the equity criterion using one quantitative rating:

- The percentage of the population in the applicant's jurisdiction that resides in an Underserved Community Census tract.[22] Population of a Census tract, either a tract that is Underserved Community or not, must be based on 2020 ACS population data from the U.S. Census.

Selection Criterion #3: Additional Safety Context

The applicant must address these considerations in narrative form. The Department will assess whether the applicant has: described the scope of work to be performed; the roadway safety issues that necessitate further Action Plan development, supplemental planning, and /or demonstration activities, as applicable; and how the funded activities will inform an Action Plan and support the identification of projects and strategies that will:

- Lead to a significant reduction or elimination of roadway fatalities and serious injuries involving various road users;
- Employ low-cost, high-impact strategies that can improve safety over a wider geographical area;
- Involve engaging with a variety of public and private stakeholders;
- Adopt innovative technologies to promote safety and equity; and
- Be evidence-based or build evidence around what works.

Applicants applying to carry out demonstration activities to inform the development of an Action Plan will also be assessed as to whether their approach to measuring the potential benefits of the demonstration activities through data collection and evaluation are described, and the extent to which the activities will be set up (e.g., quick builds on the roadway, pilot project established) within 18 months of executing a grant agreement.

Additional Consideration: Budget Costs

The Department will assess the extent to which the budget and costs to perform the activities required to execute the Planning and Demonstration Grant are reasonable, necessary, and allocable based on 2 CFR § 200.404 and 405, and the extent to which the application delineates the breakdown of Federal funds requested between developing an Action Plan, conducting supplemental planning to update an existing plan, and/or carrying out demonstration activities to inform the development or update of an Action Plan.

ii. Implementation Grant Selection Criteria

Implementation Grants have five merit criteria: #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; #4 Other DOT Strategic Goals; and #5 Supplemental Planning and Demonstration Activities. DOT will only evaluate selection criterion #5 Supplemental Planning and Demonstration

[20] At the time of NOFO publication this would be 2016-2020 data; however, the 2021 data is expected to be released early in the NOFO period.
[21] https://cdan.dot.gov/query
[22] https://experience.arcgis.com/experience/0920984aa80a4362b8778d779b090723/page/Applicant-Explorer/

Activities for Implementation Grant applicants requesting funds to conduct supplemental planning and/or carry out demonstration activities. Two considerations will also be used in the selection process: Project Readiness, and Additional Considerations. The response to each criterion, to the extent practicable, should be aligned with the applicant's Action Plan. Below describes the specific content the applicant should respond to for each of these criteria.

Selection Criterion #1: Safety Impact

DOT will assess whether the proposal is likely to: significantly reduce or eliminate roadway fatalities and serious injuries; employ low-cost, high-impact strategies over a wide geographic area; and include evidence-based projects and strategies. Safety impact is the most important criterion and will be weighed more heavily in the review and selection process. The Department will assess the applicant's description of the safety problem, safety impact assessment, and costs as part of the Safety Impact criterion:

- Description of the safety problem. DOT will assess the extent to which:
  - The safety problem to be addressed is described, including historical trends, fatal and serious injury crash locations, contributing factors, and crash types by category of road user.
  - Crashes and/or crash risk are displayed in a High-Injury Network, hot spot analysis, or similar geospatial risk visualization.
  - Project and strategy locations are described in relation to the High-Injury Network and geospatial information.
  - Safety risk is summarized from risk models, hazard analysis, the identification of high-risk roadway features, road safety audits/assessments, near miss data, and/or other proactive safety analyses.

- Safety impact assessment. DOT will assess the extent to which projects and strategies:
  - Align with and comprehensively address the identified safety problems.
  - Are primarily on a High-Injury Network or address high-risk roadway features correlated with severe crash types.
  - Significantly reduce or eliminate roadway fatalities and serious injuries involving various road users.
  - Use low-cost, high-impact strategies and projects over a wide geographical area.
  - Use evidence-based, Proven Safety Countermeasures or other effective safety countermeasures to significantly improve existing roadways.[23]
  - Use evidence-based Countermeasures that Work with four or five stars to address persistent behavioral safety issues and consider equity in their implementation.[24]
  - Measure safety impact through models, studies, reports, proven noteworthy practices, Crash Modification Factors (CMF), and other information on project and strategy effectiveness.
  - Will have safety benefits that persist over time.[25]

- Implementation Costs. DOT will assess the extent to which the projects and strategies:
  - Are itemized and summarized in a logical manner, including capital costs for infrastructure, behavioral, and operational safety improvements.

[23] https://safety.fhwa.dot.gov/provencountermeasures/
[24] https://www.nhtsa.gov/sites/nhtsa.gov/files/2021-09/Countermeasures-10th_080621_v5_tag.pdf
[25] https://highways.dot.gov/safety/data-analysis-tools

- Fund locations with past traffic fatalities and serious injuries and is expected to prevent fatalities and serious injuries per funds requested. Injuries will be weighted and combined with fatalities to assess this figure in relation to the Federal funding request.[26]

Selection Criterion #2: Equity, Engagement, and Collaboration

This criterion supports the legislative requirements to assess the extent to which the application ensures the equitable investment in the safety needs of underserved communities and demonstrates engagement with a variety of public and private stakeholders. The response to this criterion should focus on equity, engagement, and collaboration in relation to the implementation of the projects and strategies. DOT will assess the extent to which projects and strategies:

- Ensure equitable investment in underserved communities in preventing roadway fatalities and serious injuries, including rural communities.
- Are designed to decrease existing disparities identified through equity analysis.
- Consider key population groups (e.g., people in underserved communities, children, seniors, Black, Latino, Indigenous and Native Americans, Asian Americans and Pacific Islanders, other persons of color, persons with disabilities, persons who live in rural areas, and persons otherwise adversely affected by persistent poverty or inequality) to ensure the impact to these groups is understood and addressed.
- Include equity analysis, both quantitative and qualitative, and stakeholder engagement in underserved communities as part of the development and implementation process.[27]
- Include meaningful engagement with the public, including public involvement for underserved communities, community benefit agreements, and relevant stakeholders such as private sector and community groups, as part of implementation.
- Leverage partnerships within their jurisdiction, with other government entities, non-governmental organizations, the private sector, academic institutions, and/or other relevant stakeholders to achieve safety benefits while preventing unintended consequences for persons living in the jurisdiction.
- Inform representatives from areas impacted on implementation progress and meaningfully engage over time to evaluate the impact of projects and strategies on persons living in the jurisdiction.
- Align with the equity analysis performed as part of the development of an existing Action Plan.

Selection Criterion #3: Effective Practices and Strategies

DOT will assess the extent to which the applicant demonstrates how it applies policies, guidelines, standards, and practices to promote systemic safety improvements. DOT will assess the extent to which the projects and strategies reflect effective safety practices that:

- Demonstrate how updated policies, guidelines, and standards improve safety decision making.
- Are supported by an existing Complete Streets Policy that prioritizes safety in standard agency procedures and guidance, or other roadway safety policies that have eliminated barriers to prioritizing the safety of all users.
- Incorporate practices that promote efficiency within the planning and road management lifecycle (e.g., dig once, etc.).
- Consider the impacts of land use and the built environment to promote transportation efficient design.

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[26] The weighting will use the Benefit Cost Analysis Guidance 2023 Update: https://www.transportation.gov/sites/dot.gov/files/2023-01/Benefit%20Cost%20Analysis%20Guidance%202023%20Update.pdf. One fatality equals 20.9 serious injuries, or 55.2 injured severity unknowns.

[27] See Table 1 under "Equity Considerations" for what equity analysis entails.

- Leverage a Safe System Approach that uses multiple activities and interventions to address safety problems.
- Encompass at least three of the five Safe System Approach elements in the National Roadway Safety Strategy (Safer People, Safer Roads, Safer Speeds, Safer Vehicles, and Post-Crash Care) to address the identified safety problem.
- Include a mix of infrastructure, behavioral, operational, and/or post-crash safety activities.
- Involve widely implemented improvements based on high-risk roadway features correlated with particularly severe crash types, including design features that reinforce appropriate motor vehicle speeds.
- Incorporate technologies that promote safety and/or equity.
- Improve safety for all road users along a roadway by providing accessible facilities (e.g., Public-Rights-of-Way Accessibility Guidelines [PROWAG]) and correcting barriers to individuals with disabilities.[28]
- Improve multimodal networks for people outside of a motor vehicle, including people who are walking, biking, rolling, public transit users, and have disabilities.

Selection Criterion #4: Other DOT Strategic Goals

This program's focus on equity and safety is also advanced by considerations of how applications address climate and sustainability considerations, as well as whether applications support economic competitiveness. DOT will assess the extent to which the projects and strategies use safety strategies to support the Departmental strategic goals of climate change, sustainability, workforce, and economic competitiveness, and the extent to which the proposal is expected to:

Climate and Sustainability

- Reduce motor vehicle-related pollution such as air pollution and greenhouse gas emissions.
- Increase safety of lower-carbon travel modes such as public transit, micromobility and active transportation (e.g., people biking and walking).
- Improve multimodal transportation systems that incorporate affordable transportation options such as public transit, micromobility, and active transportation such as walking and biking to transit stops and stations.
- Reduce the lifecycle greenhouse gas emissions from the project materials such as the use of lower-carbon pavement and construction materials.
- Support fiscally responsible land use and transportation efficient design that reduces greenhouse gas emissions through land use and zoning reform, rural main street revitalization, growth management, and equitable transit-oriented development.
- Includes evidence-based climate resilience measures or features such as enhanced storm water management practices, upgrading infrastructure using the Federal Flood Risk Management Standard, and nature-based solutions that improve the built and/or natural environment.

Economic Competitiveness

- Lead to increased economic or business activity due to enhanced safety features for all road users.
- Increase mobility and expand connectivity for all road users to critical community services such as education and healthcare, jobs, and business opportunities, especially for people in underserved communities.
- Address the unique challenges rural and Tribal communities face related to mobility and economic development, including isolation and transportation cost burden.

[28] https://www.access-board.gov/prowag/

Workforce

- For skilled construction labor needed on the project, incorporate strong labor standards (e.g., wages and benefits at or above prevailing; use of project labor agreements, registered apprenticeship programs).
- For non-construction work on the project, commit to supporting training opportunities as part of the project, including pre-apprenticeship or apprenticeship readiness programs and youth service, with a description of how training and job opportunities on the project will lead into registered apprenticeship or good-paying jobs.
- Track and publish aggregate workforce data, including information on demonstrating that employment opportunities are available to historically underserved workers in the community.
- Include Local inclusive economic development and entrepreneurship such as utilization of Disadvantaged Business Enterprises, Minority-owned Businesses, Women-owned businesses, or 8(a) firms.

Selection Criterion #5: Supplemental Planning and Demonstration Activities

Implementation Grant applicants should only respond to this selection criterion if supplemental planning and/or demonstration activities are included in the application. DOT will assess whether the applicant has described the scope of supplemental planning or demonstration work to be performed; the roadway safety issues that necessitate further Action Plan development, including supplemental planning, and /or demonstration activities, as applicable; and how the funded activities will inform an Action Plan and support the identification of projects and strategies that will:

- Lead to a significant reduction or elimination of roadway fatalities and serious injuries involving various road users;
- Employ low-cost, high-impact strategies that can improve safety over a wider geographical area;
- Involve engaging with a variety of public and private stakeholders;
- Adopt innovative technologies to promote safety and equity; and
- Be evidence-based or build evidence around what works.

Applicants applying to carry out demonstration activities will also be assessed as to whether their approach to measuring the potential benefits of the demonstration activities through data collection and evaluation are described, and the extent to which the activities will be set up (e.g., quick builds on the roadway, pilot project established) within 18 months of executing a grant agreement.

Consideration: Project Readiness

Applications will be reviewed for Project Readiness, which will be a consideration for application selection. Project Readiness focuses on the extent to which the applicant will be able to substantially execute and complete the full scope of work in the Implementation Grant application within five (5) years of when the grant is executed. This includes information related to required design and construction standards, as well as environmental, permitting, and approval processes. DOT will evaluate the extent to which the application:

- Documents all applicable local, State, and Federal requirements.
- Includes information on activity schedule, required permits and approvals, the National Environmental Policy Act (NEPA) class of action and status, State Transportation Improvement Program (STIP) and Transportation Improvement Program (TIP) status (if applicable), public involvement, right-of-way acquisition plans, procurement schedules, multi-party agreements, utility relocation plans and risk and mitigation strategies, as appropriate.
- Is reasonably expected to begin any construction-related projects in a timely manner consistent with all applicable local, State, and Federal requirements.

Additional Considerations

The Department may consider the following when SS4A Implementation Grant awards:

- The percentage of Implementation Grant funds that will be spent in, and provide safety benefits to, locations in Census tracts designated as underserved communities as defined by this NOFO.[29]
- Whether the applicant is in a rural area.
- Whether the applicant is identified as a priority community within the federal Thriving Communities Network.[30]
- Whether the applicant would enhance the geographic diversity of Implementation Grant award recipients.
- Federal funding requests under $10 million.

2. Review and Selection Process

This section addresses the BIL requirement to describe the methodology for evaluation in the NOFO, including how applications will be rated according to selection criteria and considerations, and how those criteria and considerations will be used to assign an overall rating. The SS4A grant program review and selection process consists of eligibility reviews, merit criteria review, and Senior Review. The Secretary makes the final selections.

Among well-rated applicants, the Secretary may prioritize applicants and jurisdictions that did not receive an SS4A grant in FY 2022 over applicants that did receive an FY 2022 award. The Secretary may also prioritize applications that will use demonstration activities or supplemental planning as part of the development of, or update to, an Action Plan.

i. Planning and Demonstration Grant Review and Selection Process

a) Overall Selection Process and Ratings

The process for the application review is described below:

Teams of Department and contractor support staff will review all applications to determine eligibility based on the eligibility information in Section C.

- Eligible Action Plan applications received by the deadline will be reviewed for their merit based on the selection criteria in Section E.1.i.
- If multiple applications are received from the same applicant, the last one submitted will be reviewed.
- Applications are rated numerically based on Merit Criteria #1 Safety Impact and #2 Equity Criteria.
- The #3 Additional Safety Context criterion narrative will be reviewed and assessed, and then receive a rating of "High," "Medium," "Low," or "Not Qualified." Applications that do not address the #3 Additional Safety Context are deemed "not qualified" and will not be considered for award.
- The Teams will note which of the three Planning and Demonstration Grant activities—develop a new Action Plan, conduct supplemental planning to update an existing plan, and carry out demonstration activities to inform the development or update of an Action Plan—are requested in an application.
- In order to ensure that final selections will meet the statutory requirement that no more than 15 percent of program funds may be awarded to eligible applicants in one State, applications will have their State location denoted. Awards to Federally recognized Tribal governments are not counted towards this 15 percent maximum.

[29] See the definition of an underserved community, which includes Census tracts identified in the OMB CEJST and DOT ETCE tools.
[30] Thriving Community Networks include the Rural Partner Network, Energy Communities, or DOT Thriving Communities Initiative

- The Teams will examine the locations of the applicants to identify if an applicant is requesting funds in a geographic area that received an Action Plan Grant in FY 2022, as well as any potential overlap in geographic boundaries in funding requests for FY 2023. DOT will assess the extent to which the application is duplicative of existing or proposed activities and reserves the right to request applicants with duplicative funding requests to consolidate their efforts as one multijurisdictional group prior to receiving an award. DOT may decline to fund duplicative applications irrespective of their individual merits.

b) Additional Safety Context Criterion Rating Methodology

For the #3 Additional Safety Context, the Department will assess the narrative's alignment to the selection criterion, and will determine a rating of "high," "medium," "low," or "non-responsive."

	High	Medium	Low	Non-Responsive
Rating Scale	The application is very responsive to the criteria and is expected to advance safety planning. The narrative has clear descriptions of the work scope and the roadway safety problem to be addressed. The proposed approach will strongly inform an Action Plan. **For demonstration activities only**: The activities are likely to be put in place within 18 months. The narrative clearly describes how the activities will be measured and evaluated.	The application is responsive to the criteria and is performing safety planning activities. The narrative has descriptions of the work scope and the roadway safety problem to be addressed. The proposed approach will inform an Action Plan. **For demonstration activities only**: The activities have a possibility of being put in place within 18 months. The narrative describes how the activities will be measured and evaluated.	The application is minimally responsive to the criteria. The proposed approach is weakly tied to an Action Plan. **For demonstration activities only**: It is unclear if the activities will be put in place within 18 months. The narrative provides minimal detail on how the activities will be measured and evaluated.	The narrative indicates the proposal is counter to the criteria, does not contain sufficient information, or is not connected to an Action Plan. **For demonstration activities only**: No timeline schedule is provided. Detail on how the activities will be measured and evaluated are not included.

ii. Implementation Grant Review and Selection Process

a) Overall Selection Process and Ratings

Teams of Department and contractor support staff review all applications to determine whether they are eligible applicants based on the eligibility information in Section C. If multiple applications are received from the same applicant, the last one submitted will be reviewed. All eligible Implementation Grant applications received by the deadline will be reviewed and receive ratings for each of these criteria: #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; #4 Other DOT Strategic Goals. Based on the criteria ratings, the Department will assign an overall application rating of "Highly Recommended," "Recommended," "Acceptable," or "Not Recommended" as a result of evaluation team consensus discussion. The selection criteria are considered in numeric order of most to least important (e.g., criterion #1 Safety Impact will be considered most heavily, followed by #2 Equity, Engagement, and Collaboration as the second most important, etc.).

Implementation Grant applications that include supplemental planning or demonstration activities will also be reviewed for criterion #5 Additional Safety Context and quantitative Key Information Table information on fatality counts, fatality rate per 100,000 persons, and percentage of population in underserved communities, but it will not affect the overall Implementation Grant rating. Instead, DOT will use the information to determine whether the supplemental planning and/or demonstration activities should be funded as part of the overall project. DOT is more likely to fund, as part of an overall implementation project, supplemental planning and demonstration activities that rate well on criterion #5. Alternatively, DOT may award an Implementation Grant but exclude proposed supplemental planning or demonstration activities from the scope of the award if those activities were not rated well under criterion #5.

b) Safety Impact Criterion Rating Methodology

For the #1 Safety Impact criterion, the Department will assess three subcomponents, and for each determine a rating of "high," "medium," and "low," or "non-responsive." The three subcomponents are: the description of the safety problem; the safety impact assessment; and the implementation costs.

The sub-ratings will use the guidelines below:

	High	Medium	Low	Non-responsive
Description of the Safety Problem	The narrative and supporting information demonstrate the proposal is addressing a substantial safety problem. The narrative is well-articulated and is strongly supported by data and analysis. The narrative links the specific safety problem to relevant historical data at intervention locations and describes whether the locations are on their High-Injury Network or equivalent.	The narrative and supporting information demonstrate the proposal is addressing an existing safety problem. Narrative articulates the description, is generally supported by data and analysis. The narrative links the specific safety problem to relevant historical data and refers to the High-Injury Network or equivalent.	The narrative and supporting information demonstrate the proposal is addressing a safety problem more minor in scope. The narrative is not well-articulated, and the supporting data and analysis are limited. The narrative provides an overall connection between the safety problem and the jurisdiction's historical data.	The narrative and supporting information do not address a safety problem.
Safety Impact	The projects and strategies have comprehensively addressed the safety problem. The projects and strategies proposed are highly effective, based on evidence, use a systemic approach, are mostly on a High-Injury Network, and have benefits that persist over time.	The projects and strategies address the safety problem. Most of the projects and strategies proposed are effective measures, based on evidence, use a systemic approach, are at least partially on a High-Injury Network, and have benefits that persist over time.	The projects and strategies address the safety problem to a limited degree. Some or none of the projects and strategies proposed are effective measures, based on evidence, use a systemic approach, or have benefits that persist over time.	The projects and strategies do not address the safety problem.

	High	Medium	Low	Non-responsive
Implementation Costs	The costs for the implementation of the projects and strategies are clearly articulated, well-summarized, and reasonable. The projects and strategies address locations that have many historical fatalities and serious injuries, and are expected to prevent a significant number of fatalities and serious injuries per funds requested.	The costs for the implementation of the projects and strategies are summarized and appear to be reasonable. The projects and strategies address locations that have some historical fatalities and serious injuries, and are expected to prevent some fatalities and serious injuries per funds requested.	The costs for the implementation of the projects and strategies are not well-articulated or missing key details, and it is uncertain whether the costs are reasonable. The projects and strategies address locations that have very few to no historical fatalities and serious injuries and may have minimal impact.	Cost information and/or fatality and serious injury information at the location level are not provided.

c) Other Criteria Rating Methodology

For the merit criteria #2 Equity, Engagement, and Collaboration, #3 Effective Practices and Strategies, and #4 Other DOT Strategic Goals, the Department will consider whether the application narrative is clear, direct, responsive to the selection criterion focus areas, logical, and includes specific details and examples, which will result in a rating of "high, "medium," "low," or "non-responsive."

	High	Medium	Low	Non-Responsive
Rating Scale	The application is substantively responsive to the criteria, with clear, direct, and logical narrative. Compelling, specific details, as well as quantified or illustrative examples, are provided.	The application is moderately responsive to the criteria, with mostly clear, direct, and logical narrative. Some details and examples are provided.	The application is minimally responsive to the criteria and is somewhat addressed in the narrative. General information is provided.	The narrative indicates the proposal is counter to the criteria or does not contain sufficient information.

All applications will receive a Project Readiness evaluation, as described below. The reviewers will use the application materials outlined in Section D to assess the applicant's Project Readiness and will provide a rating of either "Likely" or "Unlikely."

	Likely	Unlikely
Rating Scale	Based on the information provided in the application and the proposed scope of the projects and strategies, it is likely the applicant can complete all projects and strategies within a five-year time horizon. Application provides information on NEPA status, utility relocation, and right-of-way acquisition.	Based on the information provided in the application and the proposed scope of the projects and strategies, it is uncertain whether the applicant can complete all projects and strategies within a five-year time horizon. Application is missing information on NEPA status, and whether utility relocation and/or right-of-way acquisition is required.

Implementation Grant applications that include supplemental planning and/or demonstration activities will be assessed on the extent to which the narrative aligns with the selection criterion #5 Additional Safety Context and will be evaluated to determine a rating of "high," "medium," "low," or "non-responsive."

	High	Medium	Low	Non-Responsive
Rating Scale	The application is very responsive to the criteria and is expected to advance safety planning. The narrative has clear descriptions of the work scope and the roadway safety problem to be addressed. The proposed approach will strongly inform an Action Plan. **For demonstration activities only**: The activities are likely to be put in place within 18 months. The narrative clearly describes how the activities will be measured and evaluated.	The application is responsive to the criteria and is performing safety planning activities. The narrative has descriptions of the work scope and the roadway safety problem to be addressed. The proposed approach will inform an Action Plan. **For demonstration activities only**: The activities have a possibility of being put in place within 18 months. The narrative describes how the activities will be measured and evaluated.	The application is minimally responsive to the criteria. The proposed approach is weakly tied to an Action Plan. **For demonstration activities only**: It is unclear if the activities will be put in place within 18 months. The narrative provides minimal detail on how the activities will be measured and evaluated.	The narrative indicates the proposal is counter to the criteria, does not contain sufficient information, or is not connected to an Action Plan. **For demonstration activities only**: The narrative provides no timeline schedule or detail on how the activities will be measured and evaluated.

iii. Senior Review Team Phase

a) Planning and Demonstration Grant Senior Review Team Phase

For the Planning and Demonstration Grants, the Secretary will review the three quantitative criteria ratings as well as the rating from the Additional Safety Context and select projects that are most advantageous to the U.S. Government's interest. The Secretary will consult with a Senior Review Team (SRT) to make the determinations.

b) Implementation Grant Senior Review Team Phase

Once every Implementation Grant application has been assigned an overall rating based on the methodology above, all "Highly Recommended" applications will be included in a list of Applications for Consideration. The SRT will also review all "Highly Recommended" applications that received an "Unlikely" project readiness rating, and either remove those applicants from the Applications for Consideration or recommend a reduced scope to remove components that reduced the project's readiness, so that if awarded the applicant would be likely to complete the scope of work within five years of the grant agreement execution. The Secretary will consider the applications with a reduced scope due to the Unlikely project readiness in the same way as applications with a "Likely" rating.

Additionally, to ensure the funding awards align to the extent practicable to the program goal of equitable investment in the safety needs of underserved communities, the SRT may review "Recommended" applications and set a threshold based on the percentage of funds that will be spent in, and provide safety benefits to, locations

within underserved communities. Any "Recommended" applications at or above that threshold will be included in the proposed list of Applications for Consideration.

For applications that would not otherwise be included on the list of Applications for Consideration, the SRT may include applications with supplemental planning and demonstration activity funding that received a "High" rating for selection criterion #5 Additional Safety Context. The SRT may recommend the Secretary to fund a reduced scope of only the supplemental planning and demonstration activities for these applications.

For each grant type, the SRT will present the list of Applications for Consideration to the Secretary, either collectively or through a representative of the SRT. The SRT may advise the Secretary on any application on the list of Applications for Consideration, including options for reduced awards; the Secretary makes final selections. If an Implementation Grant application includes supplemental planning and demonstration activities, DOT may award just those activities as a standalone Planning and Demonstration Grant based on the rating received in selection criterion #5 Additional Safety Context. The Secretary's final selections identify the applications that best address program requirements and are most worthy of funding.

3. Additional Information

Prior to entering into a grant agreement, each selected applicant will be subject to a risk assessment as required by 2 CFR § 200.206. The Department must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System [FAPIIS]). An applicant may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered. The Department will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

Because award recipients under this program may be first-time recipients of Federal funding, DOT is committed to implementing the program as flexibly as permitted by statute and to provide assistance to help award recipients through the process of securing a grant agreement and delivering both Planning and Demonstration Grant activities and Implementation Grant projects and strategies. Award recipients are encouraged to identify any needs for assistance in delivering the Implementation Grant projects and strategies so that DOT can provide directly, or through a third party, sufficient support and technical assistance to mitigate potential execution risks.

4. Anticipated Announcement and Federal Award Dates

The Department anticipates making two rounds of awards for this NOFO: one earlier round of awards only focused on applications requesting Planning and Demonstration Grants, and a later round of awards that will encompass Implementation Grants as well as Planning and Demonstration Grant applicants who did not receive funding in the earlier round. The earlier round is anticipated to be in October 2023, and the later round is anticipated to be in December 2023.

F. Federal Award Administration Information

1. Federal Award Notices

Following the evaluation outlined in Section E, the Secretary will announce awarded applications by posting a list of selected recipients at .The posting of the list of selected award recipients will not constitute an authorization to begin performance. Following the announcement, the Department will contact the point of contact listed in the SF-424 to initiate negotiation of a grant agreement unless the applicant notifies DOT of a changed contact via SS4A@dot.gov after July 10.

2. Administrative and National Policy Requirements

i. Climate Change and Environmental Justice

Each applicant selected for SS4A grant funding must demonstrate effort to consider climate change and environmental justice impacts as described in Section A. Projects that have not sufficiently considered climate change and environmental justice in their planning, as determined by the Department, will be required to do so before receiving funds, consistent with Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619).

ii. Equity and Barriers to Opportunity

Each applicant selected for SS4A grant funding must demonstrate effort to improve equity and reduce barriers to opportunity as described in Section A. Projects that have not sufficiently considered equity and barriers to opportunity in their planning, as determined by the Department, will be required to do so before receiving funds, consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009).

iii. Civil Rights and Title VI

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR § 21), the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. DOT's and the applicable Operating Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

iv. National Environmental Policy Act of 1969 (NEPA)

Funding recipients must comply with NEPA under 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality's NEPA implementing regulations at 40 CFR §§ 1500-1508, where applicable.

v. Domestic Preference Requirements

As expressed in Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers (86 FR 7475), it is the policy of the executive branch to maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Infrastructure projects and demonstration activities are subject to the Build America, Buy America Act (Pub. L. No 117–58, div. G §§ 70901–70927) as clarified in OMB Memorandum M-22-11.[31] The Department expects all recipients to comply with this requirement. Projects under this notice will be subject to the domestic preference requirements at § 70914 of the Build America, Buy America Act.

vi. Labor and Workforce

Each applicant selected for SS4A grant funding must demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. To the extent that applicants have not sufficiently considered job quality and labor rights in their planning, as determined by the Department of Labor, the applicants will be required to do so before receiving funds, consistent with Executive Order 14025, Worker Organizing and Empowerment (86 FR 22829), and Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335).

[31] Pub. L. No. 117-58, division. G, Title IX, Subtitle A, 135 Stat. 429, 1298 (2021). For additional information on § 70914, see OMB-22-11. https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf

vii. Federal Contract Compliance

As a condition of grant award and consistent with EO 11246, Equal Employment Opportunity (30 FR 12319, and as amended), all Federally assisted contractors are required to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women, in addition to goals that vary based on geography for construction work hours and for work being performed by people of color. Under Section 503 of the Rehabilitation Act and its implementing regulations, affirmative action obligations for certain contractors include an aspirational employment goal of 7 percent workers with disabilities.

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) is charged with enforcing Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. OFCCP has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. OFCCP will identify projects that receive an award under this notice and are required to participate in OFCCP's Mega Construction Project Program from a wide range of Federally- assisted projects over which OFCCP has jurisdiction and that have a project cost above $35 million. DOT will require project sponsors with costs above $35 million that receive awards under this funding opportunity to partner with OFCCP, if selected by OFCCP, as a condition of their DOT award.

viii. Critical Infrastructure Security and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against both physical and cyber threats. Each applicant selected for SS4A grant funding must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities. Award recipients that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving Implementation Grant funds for construction, consistent with Presidential Policy Directive 21, Critical Infrastructure Security and Resilience and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Additionally, funding recipients must be in compliance with 2 CFR § 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

ix. Other Administrative and Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR § 200 as adopted by the Department at 2 CFR § 1201. Additionally, as permitted under the requirements described above, applicable Federal laws, rules, and regulations of the relevant operating administration (e.g., the Federal Highway Administration, etc.) administering the activities will apply to the activities that receive SS4A grants, including planning requirements, Stakeholder Agreements, and other requirements under the Department's other highway and transit grant programs. DOT anticipates grant recipients to have varying levels of experience administering Federal funding agreements and complying with Federal requirements, and DOT will take a risk-based approach to SS4A program grant agreement administration to ensure compliance with all applicable laws and regulations.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, nondiscrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied, or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If the Department determines that a recipient has failed to comply with applicable Federal requirements, the Department may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

3. Reporting

i. Progress Reporting on Grant Activity

Reporting responsibilities include quarterly program performance reports using the Performance Progress Report (SF-PPR) and quarterly financial status using the SF-425 (also known as the Federal Financial Report or SF-FFR).[32]

Budget and recipient performance information will be gathered on a quarterly basis in a Performance Progress Report (SF-PPR). To fulfill the data collection requirements and in accordance with the USDOT Public Access Plan, award recipients must consider, budget for, and implement appropriate data management, for data and information outputs acquired or generated during the course of the grant.[33, 34] Federally recognized Tribal governments receiving grants may request alternative data collection requirements during grant agreement formulation, as appropriate. Applicants are expected to account for data and performance reporting in their budget submission.

ii. Post Award Reporting Requirements/Reporting of Matters Related to Integrity and Performance

All award recipients shall submit a report by the end of the period of performance that describes:

- The costs of each eligible project and strategy carried out using the grant;
- The roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—
  - Identified in the grant application; and
  - Measured by data, to the maximum extent practicable;
- The percent of funds spent in, and providing benefits to, underserved communities; and
- The lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.

Implementation Grant recipients must also provide: geo-coordinate information identifying specific project location(s); crash data on serious injury and fatalities in the locations where projects and strategies are implemented on an annual basis and at the end of the period of performance, which are expected to include crash characteristics and contributing factor information associated with the safety problems being addressed; and quantitative and qualitative project benefits documented in a final report.

Award recipients carrying out demonstration activities must also measure potential benefits through data collection and evaluative activities and report to the Department how the demonstration activities informed an Action Plan's list of projects and strategies and future implementation.

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported in SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Pub. L. No.110–417, as amended (41 U.S.C. § 2313). As required by section 3010 of Pub. L. No. 111–212, all information posted in the designated integrity and performance system on or after

[32] https://www.grants.gov/forms/post-award-reporting-forms.html
[33] https://doi.org/10.21949/1520559
[34] United States. Department of Transportation. (2022) *DOT Public Access* [Home page]. https://doi.org/10.21949/1503647

April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. Additionally, if applicable funding recipients must be in compliance with the audit requirements in 2 CFR § 200, Subpart F.

iii. Program Evaluation

As a condition of grant award, SS4A grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation and/or use information available through other reporting. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and sub-recipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure the effectiveness of their projects and strategies. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115–435 (2019) urges Federal awarding agencies and Federal assistance recipients and sub-recipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency" (codified at 5 U.S.C. § 311). For grant recipients, evaluation expenses are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such expenses may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR §200).

G. Federal Awarding Agency Contacts

For further information concerning this notice, please contact the Office of the Secretary via email at SS4A@dot.gov. In addition, up to the application deadline, the Department will post answers to common questions and requests for clarifications on the Department's website at https://www.transportation.gov/grants/SS4A. To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact the Department directly, rather than through intermediaries or third parties, with questions. Department staff may also conduct briefings on the SS4A grant selection and award process upon request.

H. Other Information

1. Publication of Application Information

Following the completion of the selection process and announcement of awards, the Department intends to publish a list of all applications received along with the names of the applicant organizations and a few relevant data fields from the application. This includes unsuccessful applicants. The Department may share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program's objectives.

2. Department Feedback on Applications

The Department will not review applications in advance, but Department staff are available for technical questions and assistance. DOT expects to hold "virtual-office hours" to further describe how to submit a complete application; for more information visit https://www.transportation.gov/grants/SS4A. The deadline to submit technical questions is June 16, 2023. The Department strives to provide as much information as possible to assist

applicants with the application process. Unsuccessful applicants may request a debrief up to 30 days after the selected funding recipients are publicly announced on https://www.transportation.gov/grants/SS4A. Program staff will address questions to SS4A@dot.gov throughout the application period.

3. Grant Application Resources

The Department will provide resources to help interested applicants understand the different DOT discretionary grant programs through webinars, frequently asked questions, and other materials provided such as the SS4A program website https://www.transportation.gov/grants/SS4A. Additional grant applications resources for this and other Departmental grant programs can be found on the DOT Navigator at www.transportation.gov/dot-navigator. User-friendly information and resources regarding DOT's discretionary grant programs relevant to rural applicants can be found on the Rural Opportunities to Use Transportation for Economic Success (ROUTES) website at www.transportation.gov/rural.

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.

2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.

3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.

4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.

5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.

6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.

8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.

9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

_____ _____

Signature and Date Printed Name

COVENANT AGAINST CONTINGENT FEES ATTACHMENT

I hereby certify that I am _____ and duly authorized representative of _____ (CONTRACTOR) and that neither I nor the above agency I here represent has:

(a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the CONTRACTOR) to solicit or secure this Agreement,

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the CONTRACTOR) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement and is subject to applicable State and Federal laws, both criminal and civil.

_____ (Date)

_____
Name:_____
Title: _____

State of Kansas
Department of Administration DA-146a
(Rev. 05-25)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

The Parties agree that the following provisions are hereby incorporated into the Contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.

3. **Termination Due to Lack of Funding Appropriation or Funding Source**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.

4. **Disclaimer of Liability**: No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause**: The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.

6. **Acceptance of Contract**: This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract**: By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes**: The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.

10. **Insurance**: The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information**: No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq*.

12. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.

13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

14. **Restricted Funding Source**: The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

KANSAS DEPARTMENT OF TRANSPORTATION

CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations**: The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

CERTIFICATION BY PARTICIPANTS AS TO CURRENT HISTORY
REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR
CIVIL JUDGMENTS

By signing this certificate, the Participant certifies that neither it nor its principals (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds) is:

(1) not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
(3) does not have a proposed debarment pending;
(4) and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

List any exceptions here: _____

_____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

_____

_____

Providing false information may result in criminal prosecution or administrative sanctions.

Participant/Firm's Name: _____

Address: _____

City/State/Zip: _____

Authorized Company Official's Name and Title: _____
(Typed or Printed)

Signature of Authorized Representative: _____
(Date)

Federal Funds Lobbying Certification Attachment
Required Contract Provision

Definitions

1. **Designated Entity**: An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant**: An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt)**: Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person**: An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient**: All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation
As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of $100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than $10,000.00 and not more than $100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

_____ _____

(Date) By: _____

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 22, 2026

Department **Public Works & Utilities** **Director Approval** **David Cowan**

AGENDA ITEM Consider approving a change order with BCI Mechanical, Inc. for a replacement hot water system for Memorial Hall.

SUMMARY RECOMMENDATION Authorize approval.

BACKGROUND The existing hot water system at Memorial Hall has failed, with the existing heater having failed due to corrosion leading to a breach of containment. The existing system was used to power showers, hot water for handwashing, and hot water for dishes in the kitchen. It is proposed to replace the existing 80 gallon hot water single unit with two 40 gallon units operating in parallel. The reason to make the change is to move to two more commercially available units. Future hot water tank replacements will be able to be done in a manner and cost similar to residential hot water tank replacements, rather than at the cost required for the larger, more industrial units. Had this system been plumbed in this fashion previously, the hot water system would not be out of service, and the unit could have been replaced via a stock item by a local plumber purchased from a local store.

This change requires modification to the flue, natural gas feed, water system, and expansion system. Cost is $24,598.00.

FINANCIAL INFORMATION This will be paid for with tax credits received from the City Hall Project.

SUGGESTED MOTION I move to authorize a change order in the amount of $24,598.00 for the replacement hot water system at Memorial Hall and for the execution of any necessary documents.

SUPPORTING DOCUMENTS

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 22, 2026

Department **Admin** **Director Approval** **David Cowan**

AGENDA ITEM Public Hearing to consider the condemnation of 817 W. Cottonwood Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends adjourning the public hearing.

BACKGROUND On September 25, 2025, the City Commission adjourned the hearing for 60 days to allow the owner to continue work on the structure. The owner continues to work with the building inspector as he makes repairs. The owner is making repairs because he has the funds to purchase the necessary materials. The building inspector said progress continues but is continuing but funding is an issue. The building inspector recommends adjourning the hearing for 90 or 120 days.

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 to consider condemnation of 817 W. Cottonwood Street as dangerous and unsafe until May 28, 2026, at 5:30 p.m.

SUPPORTING DOCUMENTS

1. 817 W COTTONWOOD
2. 817 W. Cottonwood Photo 1142026
3. 817 W. Cottonwood St. - Notice of Hearing - 12312025

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

"Delivering Excellence"

December 31, 2025

Santos Gonzales
915 W. Pine
Independence, Ks. 67301

RE: Notice of Public Hearing to Consider Condemnation of Property Located at: 817 W. Cottonwood Street – Independence, Kansas

Dear **Sir**:

The City of Independence reviewed the potential condemnation of 817 W. Cottonwood at their meeting on 9/25/2025. The Commission granted an adjournment of the hearing until ***January 22, 2026, at 5:30 PM.***

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

Public Hearing Details:

- Date: **January 22, 2026**
- Time: **5:30 PM**
- Location: **120 N. 6th Street – City Commission Room**

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

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

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

Thank you for your attention to this matter.

David Cowan
Assistant City Manager
City of Independence
120 N. 6th Street
Independence, Kansas 67301

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 22, 2026

Department **Admin** **Director Approval** **David Cowan**

AGENDA ITEM Public Hearing to consider the condemnation of 314 N. 5th Street as dangerous and unsafe.

SUMMARY RECOMMENDATION Staff recommends adjourning the Public Hearing.

BACKGROUND

On September 25, 2025, the City Commission voted to adjourn the condemnation hearing to January 22, 2026, at 5:30 p.m. The property owner was directed to meet with David Cowan, submit a detailed timeline of proposed repairs, and initiate either the repair or removal of the structure. The owner has submitted the attached timeline.

City staff met with the owner on January 13, 2026. At that time, the owner advised that work is ongoing; however, progress has been slower than anticipated. The owner will be present at the meeting to review the progress with the Commission and to discuss his proposed timeline for completion of the repairs. Staff has updated the property photographs as of January 14, 2026.

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

SUGGESTED MOTION I move to adjourn the hearing to consider condemnation of 314 N. 5th Street as dangerous and unsafe to _____ at 5:30 p.m.

SUPPORTING DOCUMENTS

1. Photos - 314 N 5th - September 18 2025
2. Photos - 01142026
3. 314 N. 5th - Notice of Public Hearing 01222026
4. 314 N. 5th - Timeline of Repairs - 07182025
5. 314 N. 5th - Notice of P-H 09022025
6. 314 N. 5TH PARCEL
7. Excerpt of July 10, 2025 Minutes regarding 314 North 5th Street

314 N 5th – September 18, 2025

314 N. 5th

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

"Delivering Excellence"

December 29, 2025

Eric Bennett
603 S. Franklin
Elk City, Ks. 67344

RE: Notice of Public Hearing Adjourned until January 22, 2026
Located at: 314 N. 5th– Independence, Kansas

Dear Eric:

The City of Independence Commission has adjourned the Condemnation of **314 N. 5th** to give you time to make repairs to the structure. You indicated at the meeting you would do the following:

- **By August 31, 2025** - Complete porch repairs, clean up and remove the fence, and install shingles on the porch roof.
- **By November 30, 2025** - Repair the siding and paint the exterior of the house.
- **By January 2026** - Finish any remaining interior work and list the home for sale. Please contact the City

Public Hearing Details:

- Date: **January 22, 2026**
- Time: **5:30 PM**
- Location: **120 N. 6th Street – City Commission Room**

Please note that if the Governing Body determines on January 22, 2026, that the work is not being done, they may make a finding that the structure is indeed unsafe or dangerous, and an order of condemnation may be issued directing the repair or removal of the structure.

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

Thank you for your attention to this matter.

David Cowan
Assistant City Manager
City of Independence
120 N. 6th Street
Independence, Kansas 67301

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

"Delivering Excellence"

July 18, 2025

Eric Bennett
603 S. Franklin
Elk City, KS 67344

RE: Condemnation Proceedings at 314 N. 5th Street – Timeline of Repairs

Dear Eric,

Thank you for meeting with me to discuss a repair timeline for the property located at 314 N. 5th Street. Below is a summary of the agreed-upon schedule:

- **By August 31, 2025**
  Complete porch repairs, clean up and remove the fence, and install shingles on the porch roof.
- **By November 30, 2025**
  Repair the siding and paint the exterior of the house.
- **By January 2026**
  Finish any remaining interior work and list the home for sale.

If you have any revisions or concerns, please let me know. Otherwise, this timeline will be placed in the file and shared with the City Commission.

Thank you,

David Cowan

Mobile: 620-330-0056
Office: 620-332-2528
Email: davidc@independenceks.gov

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

"Delivering Excellence"

September 2, 2025

Eric Bennett
603 S. Franklin
Elk City, Ks. 67344

RE: Notice of Public Hearing September 25, 2025
Located at: 314 N. 5th Street – Independence Kansas

Dear Eric:

The City of Independence Commission previously adjourned the condemnation proceedings for the property located at **314 N. 5th Street** in order to allow you additional time to complete necessary repairs to the structure. During the Commission meeting, you indicated your intent to address the following issues:

1. Clean up the exterior of debris, trash, and vegetation
2. Fix the front porch
3. Fix the fence
4. Misc repairs

You were also instructed to contact the City Building Inspector at **620-205-7166** to discuss the required permits and to facilitate tracking of the rehabilitation progress. The inspector will provide a status report to the Commission in advance of the upcoming hearing.

Public Hearing Details:

- **Date:** Thursday, September 25, 2025
- **Time:** 5:30 PM
- **Location:** City Commission Room, 120 N. 6th Street, Independence, KS

Your attendance at this hearing is required. Please be advised that if the Governing Body determines at that time that sufficient progress has not been made, it may declare the structure unsafe or dangerous. In such a case, an order of condemnation may be issued, directing that the property be either repaired or demolished.

Should you have any questions or need further assistance, please contact me at **620-332-2528** or via email at **davidc@independenceks.gov**.

Thank you for your attention to this matter.
Sincerely,

David Cowan
City of Independence, Kansas

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The Parcel Number for this Property is 063-099-30-0-30-36-004.00-0
Quick Ref ID: 6389

Owner Information

Owner Name	THOMPSON, WILLIAM HOWARD TRST 5/15/03
Address	C/O ERIC BENNETT 603 S FRANKLIN ELK CITY, KS 67344

Property Situs Address

Address	314 N 5TH ST, Independence, KS 67301

Land Based Classification System

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

General Property Information

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

Property Factors

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

2024 Appraised Value

Class	Land	Building	Total
Residential - R	11,520	16,420	27,940
Total	11,520	16,420	27,940

2023 Appraised Value

Class	Land	Building	Total
Residential - R	11,510	14,990	26,500
Total	11,510	14,990	26,500

Tract Description

ORIG PLAT, S30, T32, R16, BLOCK 21, Lot 9, LOT WIDTH: 060.0 LOT DEPTH: 140.0 Plat Book/Page 1 /6,7 Deed Book/Page 657 /893 627 /525 594 /232 561 /267 533 /170 400 /068 391 /382 384 /032 353 /337

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
657	893	627	525	594	232		

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	8400										11,520

Dwelling Information

Dwelling Information	
Res Type	Single-family Residence
Quality	LO+
Year Built	1900
Eff Year	
MS Style	One Story
LBCSStruct	Detached SFR unit
No. of Units	
Total Living Area	
Calculated Area	988
Main Floor Living Area	988
Upper Floor Living Area Pct.	
CDU	PR
Phys/Func/Econ	PR/ /
Ovr Pct Gd/RCN	/133,090
Remodel	1993
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	Stone - 4

Dwelling Components

Code	Units	Pct	Quality	Year
Wood Deck (SF) with Roof	120		1	
Composition Shingle		100		
Raised Subfloor (% or SF)		100		
Plumbing Fixtures (#)	5			
Automatic Floor Cover Allowance				
Enclosed Wood Deck (SF), Screened Walls	108			
Frame, Siding, Metal		100		
Total Basement Area (SF)	910			
Warmed & Cooled Air		100		
Plumbing Rough-ins (#)	1			
Open Slab Porch (SF)	210		1	1930

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
73	Tool Shed	C	1.00	1	1940			480	88	8	20 X 24	1	1	2					9,310	4	370
56	Tool Shed	D	1.00	1	1940			288	72	8	24 X 12	1	1	1					4,130	2	80

Building Improvement Components

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

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Excerpt from July 10, 2025 Minutes regarding 314 N. 5th Street

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

A. Public Hearing to consider the condemnation of 314 N. 5th Street as dangerous and unsafe.

On December 12, 2024, the City Commission voted to adjourn the condemnation hearing to June 26, 2025 at 5:30 PM. The property owner was instructed to meet
with the Building Inspector, submit a detailed timeline of proposed repairs, and initiate either the repair or removal of the structure. The garage/shop roof structure has collapsed and only the walls are standing. To date, the owner has failed to provide a repair timeline or begin any corrective actions. Based on these circumstances, the staff recommends that the structure be condemned as dangerous and unsafe. On June 26, 2025 the Public Hearing was adjourned to July 10, 2025 due to one of the Commissioners having a conflict of interest and there was not a quorum with one Commissioner absent due to the MCAC annual meeting that evening.

Motion:
On the motion of Dean Hayse, seconded by Scott Smith, the Commission adjourned the hearing to consider condemnation of 314 N. 5th Street as dangerous and unsafe to September 25, 2025, at 5:30 p.m.

Aye: Dean Hayse, Scott Smith
Nay: None

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 22, 2026

Department **Admin** **Director Approval** **David Cowan**

AGENDA ITEM Public hearing to consider the condemnation of 800 W. Chestnut Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends condemnation of 800 W. Chestnut.

BACKGROUND The property located at 800 W. Chestnut Street has been previously reported to the City for issues involving the condition of the primary structure, debris and code enforcement issues. Upon inspection, City staff observed that the structure is in significant disrepair, poses safety hazards, and has not had city utilities since 2010. The basement had approximately 4' of water in it during our initial visit. The foundation and basement walls exhibit significant deterioration.

City staff recommends condemnation as dangerous and unsafe.

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

SUGGESTED MOTION I move to adopt a resolution condemning 800 W. Chestnut Street as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. RESOLUTION 2026-011 - CONDEMNATION - DAYS - 800 W Chestnut
2. Photos - 01142026
3. 800 W. Chestnut Photos2
4. IMG_3001
5. IMG_3002
6. IMG_3003
7. 2025-058 - Condemnation - P_H - 800 W Chestnut
8. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 11202025
9. 800 W. Chestnut Street - 10312025 - Setting Date of Public Hearing
10. 800 W Chestnut St. - Determination of Unsafe or Dangerous Structure
11. Notes & Parcel - 800 W Chestnut
12. 3159964_OE_Report

RESOLUTION NO. 2026-011

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

Legal Description
Lots 10, 11 and 12, Block 10, York and Wilsons Addition to the City of Independence, Montgomery County, Kansas

Common Address
800 W. Chestnut Street

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 13th day of November 2025, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2025—058**, dated **November 13, 2025**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **November 19, 2025 and November 26, 2025**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

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

Legal Description
Lots 10, 11 and 12, Block 10, York and Wilsons Addition to the City of Independence, Montgomery County, Kansas

Common Address
800 W. Chestnut Street

Mortgage

Is unsafe and dangerous and constitutes a blight and therefore should be and is hereby condemned and it is hereby directed that such structure, or structures, be repaired or removed and the premises made safe and secure. The owner of the structure, or structures, is hereby given **30 days** from the publication of this resolution within which to commence such repair or removal and the premises made safe and secure. If the owner of such structure, or structures fails to diligently prosecute the same until the work is completed, said governing body will cause the structure, or structures, to be razed and removed, in order to make the premises safe and secure.

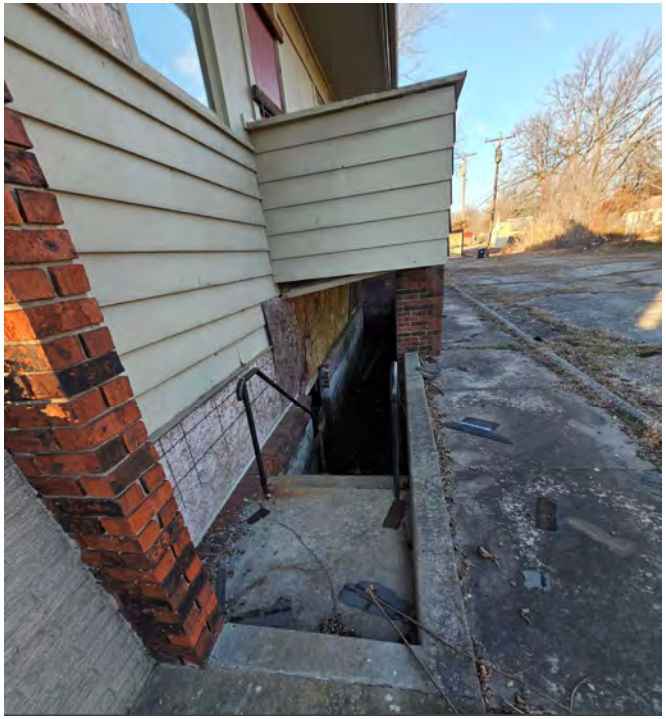
BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and a copy mailed to the owner, his or her agent, lien holders and occupants as provided by law and a copy of said resolution shall be filed with the Montgomery County Register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

Adopted this 22nd day of January, 2026.

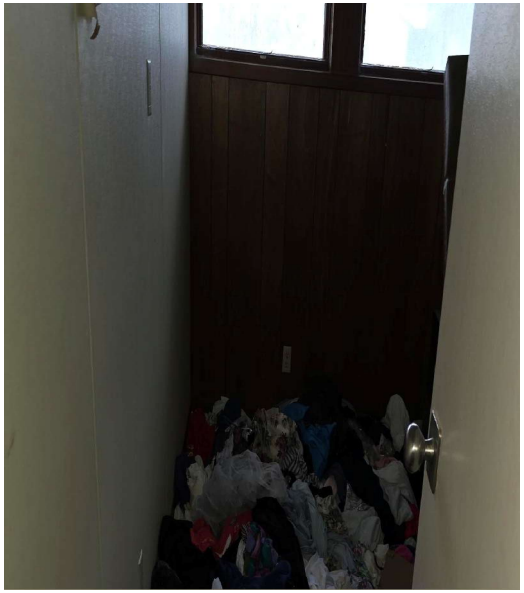
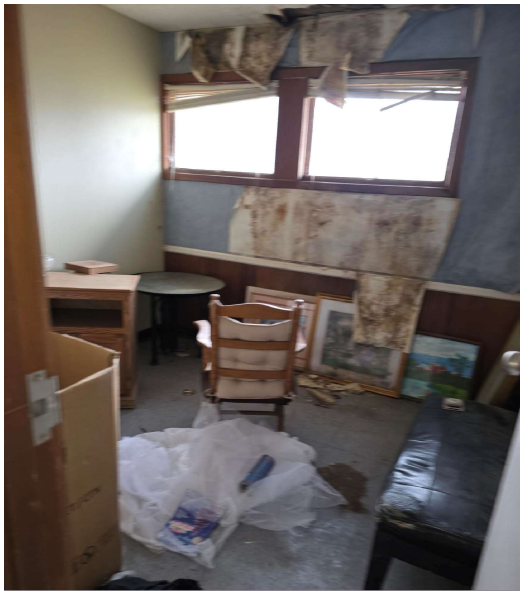
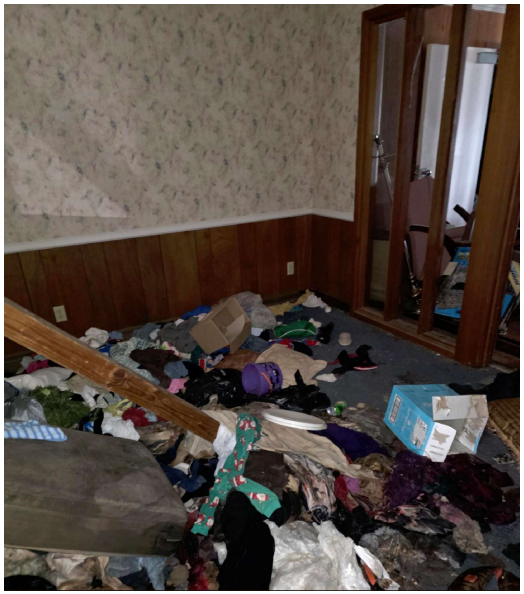
(SEAL)

_____
Mayor

_____
City Clerk



800 W. Chestnut 01/14/2026

800 W. Chestnut

08/20/2025

08/20/2025

08/20/2025

State of Kansas, Montgomery County
This instrument was filed for
Record on November 17, 2025 8:54 AM
Recorded in Book 752 Page 66 - 66
Fee: $0.00 202503578
Marilyn Calhoun
Marilyn Calhoun , Register of Deeds

RESOLUTION NO. 2025-058

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

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 13th day of November 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

Legal: Lots 10, 11 and 12, Block 10, York and Wilsons Addition to the City of Independence, Montgomery County, Kansas.

Common Address: 800 W. Chestnut Street.

Mortgage:

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

That a public hearing will be held on Thursday**, January 22, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

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

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

Adopted this 13th day of November 2025.

(SEAL)

Mayor

City Clerk

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY

Date: November 20, 2025

TO: Hannah's House Ministries LLC

RE: Unsafe or Dangerous Structure at: **800 W. Chestnut**

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

On **November 13, 2025**, the City Commission adopted a Resolution for a public hearing to be held on January 22, 2026, at 120 N. 6th Street, Commission Room, Independence, Kansas 67301. The public hearing will commence at 5:30 p.m. At such hearing, the owner of the Property, the owner's agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

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

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

Thank you for your prompt attention to this matter.

David Cowan

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. **2025.058**
Draft Remediation Agreement

cc: **N/A**

"Delivering Excellence"

CITY OF INDEPENDENCE, KANSAS
Office of the Building Official
120 N. 6th Street • Independence, KS 67301
Phone: (620) 332-2528 • Email: davidc@independenceks.gov

Date: October 31, 2025

To:
Hannah's House Ministries LLC
PO Box 176
Independence, Ks. 67301

RE: Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property
Property Location: 800 W. Chestnut.

Lien Holder: N/A

Dear Owners:

On **November 13, 2025**, pursuant to **K.S.A. 12-1752**, the enforcing officer for the City of Independence, Kansas, will request that the **City Commission** set a **public hearing date** to consider whether the structure(s) located at **800 W. Chestnut Street** are unsafe or dangerous, and whether they should be ordered by the Governing Body to be repaired or demolished.

The City has received reports from Code Enforcement staff and neighboring residents indicating that the structure(s) at this address is**, deteriorated and in disrepair**. Observed conditions include **roof in poor conditions, windows missing/broken, foundation collapsing, basement with water.** Water service disconnected 12/8/2010.

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

1. **Mortgage/Lien Holder Information** – Provide the City with the current mortgage or lien holder and insurance information.
   Structural Repair – If you intend to repair the structure, submit a **detailed plan and timeline** outlining the steps you will take to restore the building to a safe and usable condition.
2. **Property Maintenance** – Maintain the property in accordance with City Code, including **regular mowing, trimming of vegetation, and removal of all trash and debris**.

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

3. **Demolition Procedures** – If you choose to demolish the structure, begin the process immediately and provide the City with a **timeline for demolition and site clearance**. A **City-issued demolition permit** is required prior to any such work.

Commission Meeting – Setting the Date for a Public Hearing to consider Condemnation:

- **Date:** **November 13, 2025**
- **Time:** **5:30 PM**
- **Location:** **120 N. 6th – Commission Meeting Room 1st Floor**

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

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

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

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

DETERMINATION OF UNSAFE OR DANGEROUS STRUCTURE

Date: October 31, 2025
Address: **800 W. Chestnut**
Owner: **Hannah's House Ministries**
Parcel No.: **087-25-0-40-32-008-00-0-01**
Legal Description: **Lots 10, 11 and 12, Block 10, York and Wilsons Addition to the City of Independence, Montgomery County, Kansas**
Date of Inspection: August 21, 2025

The City of Independence, Kansas, has determined that the above-described structures or property are "unsafe", "dangerous", "hazardous", and/or "unfit for human occupancy" under the City Codes and Ordinance 4466 as adopted for the following reasons:

UNSAFE STRUCTURES

___ Does not provide minimum safeguards to protect or warn occupants in the event of fire.
XX Such structure contains unsafe infrastructure, structure or equipment
XX Such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Additional Findings: _____
_____
_____
_____

DANGEROUS STRUCTURES

☐ Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the City as related to the requirements for existing buildings.

☐ The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

☐ Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ Any portion of a building, or any member, appurtenance, or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

X The building or structure, or part of the building or structure, because of dilapidation,

deterioration, decay, faulty construction, the removal or movement of some portion of the ground
necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

X The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

X The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children that might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

☐ Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

☐ Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

STRUCTURES UNFIT FOR HUMAN OCCUPANCY

X A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by City Code and IBC, as adopted by the City, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Address: 800 W Chestnut

Utility Account: Y (N) **Last Active Service Date:** 12/8/2010

Parcel: (Y) N **Pictures:** Structure-House-Yard-Sides-Rear-Rear Yard

Holes in Roof: (Y) N

Notes: Roof collapsing

Missing Windows: (Y) N

Notes: Missing/Broken/Boarded

Open Doors: Y (N)

Notes: All doors downstairs Boarded

Yard ~~Not~~ Mowed: (Y) N **Trash or Debris:** Y (N)

Notes: Yard clean

Other Notes: Foundation caving, walls falling in, Basement flooded

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 063-087-25-0-40-32-008.00-0
Quick Ref ID: 3454

Owner Information

Owner Name	HANNAHS HOUSE MINISTRIES INC
Address	PO BOX 176 INDEPENDENCE, KS 67301

Property Situs Address

Address	800 W CHESTNUT ST, Independence, KS 67301

Land Based Classification System

Function	Medical / dental office or clinic
Activity	Health care, medical, treatment activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Exempt - E
Living Units	
Zoning	
Neighborhood	208.C
Tax Unit Group	108

Property Factors

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

2025 Appraised Value

Class	Land	Building	Total
Exempt - E	14,660	42,170	56,830
Total	14,660	42,170	56,830

2024 Appraised Value

Class	Land	Building	Total
Exempt - E	14,660	41,450	56,110
Total	14,660	41,450	56,110

Tract Description

YORK & WILSONS ADD, S25, T32, R15, BLOCK 10, Lot 10 - 12, Lot Width: 150.0 Lot Depth: 140.0 Plat Book/Page 1 /9 Deed Book/Page 655 /1242 463 /385 353 /282

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
655	1242	655	1242	463	385		

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Acre	Primary Site - 1	0.46										14,660

General Commercial Building Information

General Building Information	
LBCS Structure Code	Medical office building
Bldg No.	1
Building Name	USED FOR STORTAGE
Identical units	1
No. of Units	
Unit Type	
MS Mult	
MS Zip	

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

Commercial Building Sections & Basements

Sec	Occupancy	MSCls	Rank	Yr Blt	Eff Yr	Levels	Stories	Area	Perim	Hgt	Phys	Func	Econ	OVR%	Rsn	Inc Use	Net Area	Cls	RCN	%Gd	Value
1	Medical Office	C	3.00	1966		01/01		7,527	416	9	1	1							2,094,080	2	41,880
702	Medical Office	C	1.67			1		7,406	392	8											

Commercial Building Section Components

Sec	Code	Units	Pct	Size	Other	Rank	Year
1	Warmed and Cooled Air		100				
1	Brick, Solid		100				
1	Porch, Raised Slab	174					
1	Porch, Slab w/ Roof	54					

Other 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
64	Outbuildings	S	2.00	1	1966			10		8		1	1	1					29,030	1	290

Other Building Improvement Components

Id	Code	Units	Pct	Size	Other	Rank	Year
64	Paving, Asphalt w/Base	6,151					

These Links May Require Adobe Acrobat Reader, Click here to Download it.

View Sketch --- Back to Search Page --- Home

Parcel Search powered by Aumentum TECHNOLOGIES

Security 1st Title

Report Cover Page

Date:	**10/31/2025**	Prepared For:	**City of Independence**
Order No.:	**3159964**	Owner(s):	**Hannahs House Ministries Inc.**
Issuing Office:	**Security 1st Title** **114 N. Pennsylvania Avenue** **Independence, KS 67301**	Property Address:	**800 W Chestnut St, Independence, KS 67301**

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

Tax Information:

087-25-0-40-32-008.00-0

Security 1st Title

Date: October 31, 2025
Property Address: 800 W Chestnut St, Independence, KS 67301

File No.: 3159964
Title Contact: Mary Jo Wallis
Contact E-mail: mwallis@security1st.com

OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

Effective Date of this Report: October 10, 2025 at 7:00 A.M.

On Real Estate described as:

Lots 10, 11 and 12, Block 10, York and Wilsons Addition to the City of Independence, Montgomery County, Kansas

The Public Records located in Montgomery County indicate that:

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

   Hannahs House Ministries Inc.

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

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

      General taxes and special assessments for the year 2024 in the amount of $0.00, EXEMPT.

      Tax Parcel No. # 087-25-0-40-32-008-00-0-01

      PIN # IC 1911

This Report is limited to only the information described above.

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

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

Security 1st Title

Mary Jo Wallis

Licensed Abstracter

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 22, 2026

Department **Admin** **Director Approval** **David Cowan**

AGENDA ITEM Public hearing to consider the condemnation of 814 W. Chestnut Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends adjourning the Public Hearing.

BACKGROUND

The property located at 814 W. Chestnut Street has previously been reported to the City for issues related to the condition of the primary structure, accumulation of debris, and other code enforcement concerns. Upon inspection, City staff observed that both structures on the property are in significant disrepair, pose safety hazards, and are currently being used for storage purposes.

Hannah's House has applied for a building permit and has submitted plans to remodel the property for use as a thrift store. Building Permit No. 025.221 was approved on December 2, 2025.

City staff recommends that the Commission adjourn the public hearing to allow sufficient time for Hannah's House to complete the proposed remodel.

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 until May 28, 2026, at 5:30 pm.

SUPPORTING DOCUMENTS

1. Photos - 01142026
2. IMG_3004
3. 2025-057 - Condemnation - P_H - 814 W Chestnut
4. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 11202025
5. Bldg Permit Application
6. 814 W. Chestnut Street - 10312025 - Setting Date of Public Hearing
7. 814 W Chestnut St. - Determination of Unsafe or Dangerous Structure
8. 3159969_OE_Report
9. Notes & Parcel - 814 W Chestnut

814 W. Chestnut – 01/14/2026

08/20/2025

State of Kansas, Montgomery County
This instrument was filed for
Record on November 17, 2025 8:53 AM
Recorded in Book 752 Page 65 - 65
Fee: $0.00 202503577
Marilyn Calhoun
Marilyn Calhoun , Register of Deeds

RESOLUTION NO. 2025-057

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

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 13th day of November 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

Legal: Lots 8 and 9, Block 10, York and Wilsons Addition to the City of Independence, Montgomery County, Kansas.

Common Address: 814 W. Chestnut Street.

Mortgage:

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

That a public hearing will be held on Thursday**, January 22, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

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

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

Adopted this 13th day of November 2025.

(SEAL)

Mayor

City Clerk

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY

Date: November 20, 2025

TO: **Hannah's House Ministries LLC**
Lien Holder:
RE: Unsafe or Dangerous Structure at: **814 W. Chestnut**

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

On **November 13, 2025**, the City Commission adopted a Resolution for a public hearing to be held on **January 22, 2026, at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at 5:30 p.m. At such hearing, the owner of the Property, the owner's agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

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

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

Thank you for your prompt attention to this matter.

David Cowan

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. **2025.057**
Draft Remediation Agreement

cc:

City of Independence Kansas

120 North 6th Street, Independence, KS 67301 www.independenceks.gov

REMODELING BUILDING PERMIT APPLICATION

Date 12/2/2025 PERMIT No

Applicant Hannah's House Ministries, Inc - Lisa Drumeller Treasurer

Email [redacted] Phone [redacted]

Project address 816 W Chestnut

Project owner Hannah's House Ministries, Inc - Lisa Drumeller Treasurer

Address if different from project PO Box 176, Independence, KS 67301

Is the structure considered historical? (50+ Year old substantially preserved) NO

Is the structure changing use? NO If yes, original use Commercial

Proposed use Commercial Require zoning change? NO

If requiring zoning change indicate current and desired zoning _____ to _____

Do you require conditional use or variance? Don't Know

AREAS TO BE CHANGE OR REMODELED

AREA	MINOR	MAJOR	CHANGE/REMODEL
Driveway			
Garage			
Garage door			
Fences			
Gates			
Egress doors			
Windows		✔	Install 2 small windows on south wall
Outside walls		✔	Replace the glass broken walls with stud walls
Siding		✔	Add Siding to the remodeled exterior walls
Envelope			
Inside walls			
Walls covering			

Minor work refers mostly to cosmetic or work not changing the primary function or structure of an element.
Major work includes structural, full replacement, and substantial changes in form or function of the elements.

Doors (inside)			
Stairs			
Insulation			
Subfloor			
Floor			
Structure			
Mechanical			
Bathrooms			
Kitchen			
Ceilings			
Basement/Found			
Electrical system			
Plumbing			
Facia/Soffit			
Roof structure			
Roof covering	✔		Replace the wood shingles on awning with metal
Chimneys or sim.			

Please describe any major modifications to the original structure, in shape, form or function: Removal of the glass wall on south side of the building and replace with stud wall, window and siding. Replace the awing roofing that surrounds the building with metal which we have in our storage. This was a thrift store after a laundry mat. We have used it continually for storage from the time it was given to us with electric on.

If adding square footage, how many square feet? _____

Estimated total cost of the project $ 6,264.00

Applicants signature and date _____ 12/02/25

FOR USE OF CITY OFFICIALS ONLY

APPROVED _____/_____/_____ **BY**

_____

BUILDING OFFICIAL

CITY OF INDEPENDENCE KANSAS

FEES PAID _____ **IN** _____

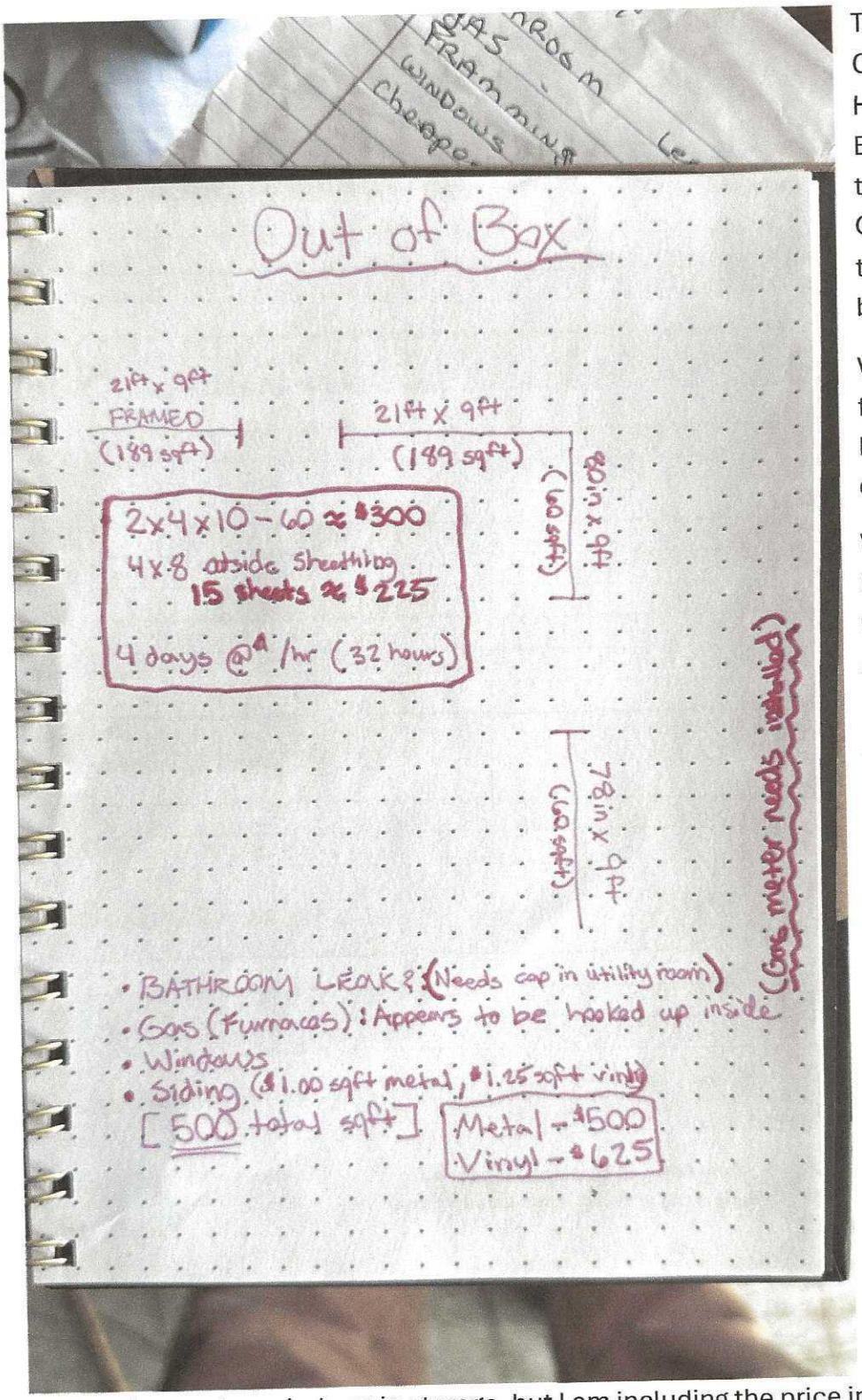
DATE _____/_____/_____

_____ **CITY CLERK**

SUBMIT

RESET

816 W Chestnut



This is the plan Part 1- Outside our contractor Hey Dude and his helper Emery Birde pulled together for 816 W Chestnut, Formally Out of the Box Thrift store building.

We have had electric on for years and used the building for storage of donations.

We have volunteer help lined up to do the work with Hey Dude overseeing. A group from the First Baptist church with Pat Johnson who is also a city contractor, and several other helpers.

They did not add the awning repair on this plan. We are getting a dumpster this week for demo and clean out. We have metal in storage to replace shingles. (Add $500 possible additional supply).

We will leave the double door on the south side for large item access.

We may have a few windows in storage, but I am including the price in estimate just in case we need to purchase. (Add $850)

Outside done by Feb 15,2026 or sooner, weather permitting. Once we receive the permit, will start scheduling days to work.

Tuesday, December 2, 2025

816 W Chestnut - Formally Out of the Box Thrift

Category	Items	Quantity	Estimated Cost	Actual Cost	Total Estimated Cost	Total Actual Cost
Roof Awning	Additional Supply for replacement - We have metal in storage	1	$500.00		$500	$0
Exterior Walls	2x4x10	60	$5.00		$300	$0
Exterior Walls	4x8 outside sheething	15	$15.00		$225	$0
Exterior Walls	Siding Metal at $1.00 sqft Vinyl at $1.25	500	$1.25		$625	$0
Windows	2 front south windows	2	$550.00		$1,100	$0
Windows	1 east side	1	$300.00		$300	$0
Supplies	Miscellaneous supples	1	$250.00		$250	$0
Labor	If we need to pay Hey Dude and Emery, The plan is to use volunteers under Hey Dude Supervision - Included just in case	32	$60.00		$1,920	$0
					$0	$0
					$0	$0
					$0	$0
Other					$0	$0
Total			**$1,681.25**	**$0.00**	**$5,220.00**	**$0.00**
				Subtotal	$5,220.00	$0.00
				Unexpected Costs - Add 20%	$1,044.00	$0.00
				Total	$6,264.00	$0.00

Lisa L Smith
12/2/2025

"Delivering Excellence"

CITY OF INDEPENDENCE, KANSAS
Office of the Building Official
120 N. 6th Street • Independence, KS 67301
Phone: (620) 332-2528 • Email: davidc@independenceks.gov

Date: October 31, 2025

To:
Hannahs House Ministries Inc.
PO Box 176
Independence, Ks. 67301

RE: Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property
Property Location: 814 W. Chestnut.

Lien Holder: N/A

Dear Owners:

On **November 13, 2025**, pursuant to **K.S.A. 12-1752**, the enforcing officer for the City of Independence, Kansas, will request that the **City Commission** set a **public hearing date** to consider whether the structure(s) located at **814 W. Chestnut Street** are unsafe or dangerous, and whether they should be ordered by the Governing Body to be repaired or demolished.

The City has received reports from Code Enforcement staff and neighboring residents indicating that the structure(s) at this address is**, deteriorated and in disrepair**. Observed conditions include **roof in poor conditions, windows missing/broken, used for storage of materials and boarded up.** Water service disconnected.

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

1. **Mortgage/Lien Holder Information** – Provide the City with the current mortgage or lien holder and insurance information.
   Structural Repair – If you intend to repair the structure, submit a **detailed plan and timeline** outlining the steps you will take to restore the building to a safe and usable condition.
2. **Property Maintenance** – Maintain the property in accordance with City Code, including **regular mowing, trimming of vegetation, and removal of all trash and debris**.

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

3. **Demolition Procedures** – If you choose to demolish the structure, begin the process immediately and provide the City with a **timeline for demolition and site clearance**. A **City-issued demolition permit** is required prior to any such work.

Commission Meeting – Setting the Date for a Public Hearing to consider Condemnation:

- **Date:** **November 13, 2025**
- **Time:** **5:30 PM**
- **Location:** **120 N. 6th – Commission Meeting Room 1st Floor**

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

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

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

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

DETERMINATION OF UNSAFE OR DANGEROUS STRUCTURE

Date: October 31, 2025
Address: **814 W. Chestnut**
Owner: **Hannah's House Ministries**
Parcel No.: **087-25-0-40-32-007-00-0-01**
Legal Description: **Lots 8 and 9, Block 10, York and Wilsons Addition to the City of Independence, Montgomery County, Kansas**

Date of Inspection: August 21, 2025

The City of Independence, Kansas, has determined that the above-described structures or property are "unsafe", "dangerous", "hazardous", and/or "unfit for human occupancy" under the City Codes and Ordinance 4466 as adopted for the following reasons:

UNSAFE STRUCTURES

___ Does not provide minimum safeguards to protect or warn occupants in the event of fire.
XX Such structure contains unsafe infrastructure, structure or equipment
XX Such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Additional Findings: _____
_____
_____
_____

DANGEROUS STRUCTURES

☐ Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the City as related to the requirements for existing buildings.

☐ The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

☐ Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ Any portion of a building, or any member, appurtenance, or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

X The building or structure, or part of the building or structure, because of dilapidation,

deterioration, decay, faulty construction, the removal or movement of some portion of the ground
necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

X The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

X The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children that might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

☐ Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

☐ Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

STRUCTURES UNFIT FOR HUMAN OCCUPANCY

X A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by City Code and IBC, as adopted by the City, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Security 1st Title

Report Cover Page

Date:	**10/31/2025**	Prepared For:	**City of Independence**
Order No.:	**3159969**	Owner(s):	**Hannahs House Ministries Inc.**
Issuing Office:	**Security 1st Title** **114 N. Pennsylvania Avenue** **Independence, KS 67301**	Property Address:	**814 W Chestnut St, Independence, KS 67301**

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

Tax Information:

087-25-0-40-32-007.00-0

Security 1st Title

Date: October 31, 2025
Property Address: 814 W Chestnut St, Independence, KS 67301

File No.: 3159969
Title Contact: Mary Jo Wallis
Contact E-mail: mwallis@security1st.com

OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

Effective Date of this Report: October 10, 2025 at 7:00 A.M.

On Real Estate described as:

Lots 8 and 9, Block 10, York and Wilsons Addition to the City of Independence, Montgomery County, Kansas

The Public Records located in Montgomery County indicate that:

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

   Hannahs House Ministries Inc.

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

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

      General taxes and special assessments for the year 2024 in the amount of $0.00, EXEMPT.

      Tax Parcel No. # 087-25-0-40-32-007-00-0-01

      PIN # IC 1909

This Report is limited to only the information described above.

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

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

Security 1st Title

Mary Jo Wallis

Licensed Abstracter

Address: 814 W Chestnut

Utility Account: Y (N) **Last Active Service Date:** N/A

Parcel: (Y) N **Pictures:** Structure-House-Yard-Sides-Rear-Rear Yard

Holes in Roof: (Y) N

Notes: Roof in poor condition

Missing Windows: (Y) N

Notes: Windows missing/Broken/Boarded

Open Doors: Y (N)

Notes: Boarded

Yard Not Mowed: (Y) N **Trash or Debris:** Y (N)

Notes: Appliance

Other Notes: Used as Storage, Squatters

Print Page

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The Parcel Number for this Property is 063-087-25-0-40-32-007.00-0
Quick Ref ID: 3453

Owner Information

Owner Name	HANNAHS HOUSE MINISTRIES INC
Address	PO BOX 176 INDEPENDENCE, KS 67301

Property Situs Address

Address	814 W CHESTNUT ST, Independence, KS 67301

Land Based Classification System

Function	Retail store
Activity	Goods-oriented shopping
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Exempt - E
Living Units	
Zoning	
Neighborhood	208.C
Tax Unit Group	108

Property Factors

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

2025 Appraised Value

Class	Land	Building	Total
Exempt - E	11,720	7,780	19,500
Total	11,720	7,780	19,500

2024 Appraised Value

Class	Land	Building	Total
Exempt - E	11,720	7,700	19,420
Total	11,720	7,700	19,420

Tract Description

YORK & WILSONS ADD, S25, T32, R15, BLOCK 10, Lot 8 & 9, Lot Width: 100.0 Lot Depth: 140.0 Plat Book/Page 1 /9Deed Book/Page 655 /242 463 /385 353 /282

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
655	1242	655	242				

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Acre	Primary Site - 1	0.32										11,720

General Commercial Building Information

General Building Information	
LBCS Structure Code	Standalone store or shop building
Bldg No.	1
Building Name	VACANT
Identical units	1
No. of Units	
Unit Type	
MS Mult	
MS Zip	

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

Commercial Building Sections & Basements

Sec	Occupancy	MSCls	Rank	Yr Blt	Eff Yr	Levels	Stories	Area	Perim	Hgt	Phys	Func	Econ	OVR%	Rsn	Inc Use	Net Area	Cls	RCN	%Gd	Value
1	Retail Store	C	1.33	1971		01/01		2,400	220	10	1	1				083			245,430	3	7,360

Commercial Building Section Components

Sec	Code	Units	Pct	Size	Other	Rank	Year
1	No HVAC						
1	Concrete Block		100				
1	Canopy, Retail Wood Frame	819					

Other 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
44	Outbuildings	S	2.00	1	1971			10		8		1	1	1					41,940	1	420

Other Building Improvement Components

Id	Code	Units	Pct	Size	Other	Rank	Year
44	Paving, Asphalt w/Base	8,885					

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Parcel Search powered by Aumentum TECHNOLOGIES

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 22, 2026

Department Admin **Director Approval** David Cowan

AGENDA ITEM Public hearing to consider the condemnation of 212 W. Laurel Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends condemnation as dangerous and unsafe.

BACKGROUND

The property located at 212 W. Laurel Street has previously been reported to the City for issues related to the condition of the primary structure, accumulation of debris, and other code enforcement concerns. Upon inspection, City staff observed that both structures on the property are in significant disrepair, pose safety hazards, and had been occupied by squatters despite the absence of active water service.

The City subsequently evicted the occupants due to the lack of water service. During the eviction process, City staff found the interior of the structure to be in substantial disrepair and not suitable for human habitation. The house was occupied by about 7-10 people when the eviction occurred.

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

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

SUGGESTED MOTION I move to adopt a resolution condemning 212 W Laurel Street as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. RESOLUTION 2026-012 - CONDEMNATION - DAYS - 212 W Laurel
2. Photos 01142026
3. 212 W. Laurel Photo
4. Photos 11172025
5. 2025-056 - Condemnation - P_H - 212 W Laurel
6. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 11202025
7. 212 W. Laurel Street - 10312025 - Setting Date of Public Hearing
8. 212 W Laurel St. - Determination of Unsafe or Dangerous Structure
9. Notes & Parcel - 212 W Laurel
10. 3159962_OE_Report

RESOLUTION NO. 2026-012

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

Legal Description
Lot 6, except the West 90 feet and the South 9.5 feet of Lot 7 except the West 80 feet, Block 17 of the Original Plat to the City of Independence, Montgomery County, Kansas

Common Address
212 W. Laurel Street

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 13th day of November 2025, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2025—056**, dated **November 13, 2025**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **November 19, 2025 and November 26, 2025**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

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

Legal Description
Lot 6, except the West 90 feet and the South 9.5 feet of Lot 7 except the West 80 feet, Block 17 of the Original Plat to the City of Independence, Montgomery County, Kansas

Common Address
212 W. Laurel Street

Mortgage

Is unsafe and dangerous and constitutes a blight and therefore should be and is hereby condemned and it is hereby directed that such structure, or structures, be repaired or removed and the premises made safe and secure. The owner of the structure, or structures, is hereby given **30 days** from the publication of this resolution within which to commence such repair or removal and the premises made safe and secure. If the owner of such structure, or structures fails to diligently prosecute the same until the work is completed, said governing body will cause the structure, or structures, to be razed and removed, in order to make the premises safe and secure.

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

Adopted this 22nd day of January, 2026.

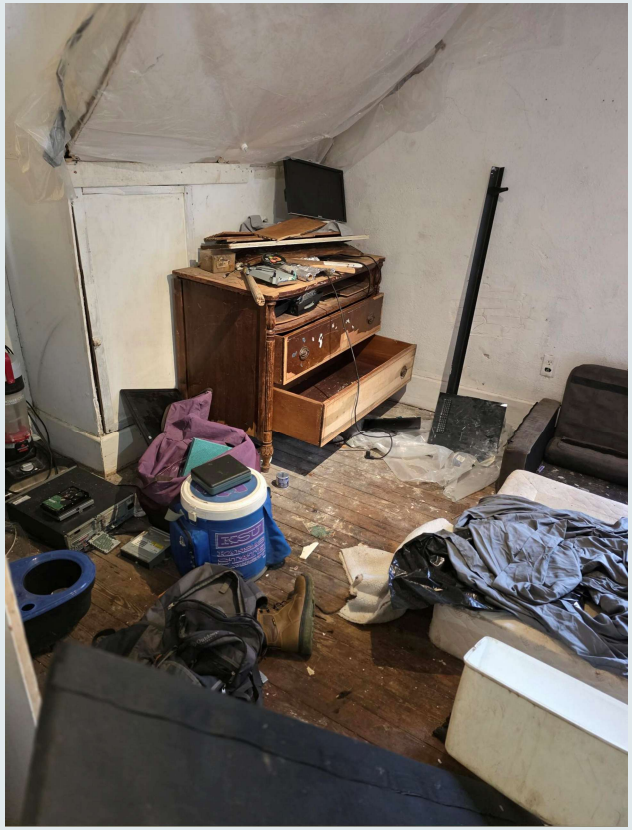
(SEAL)

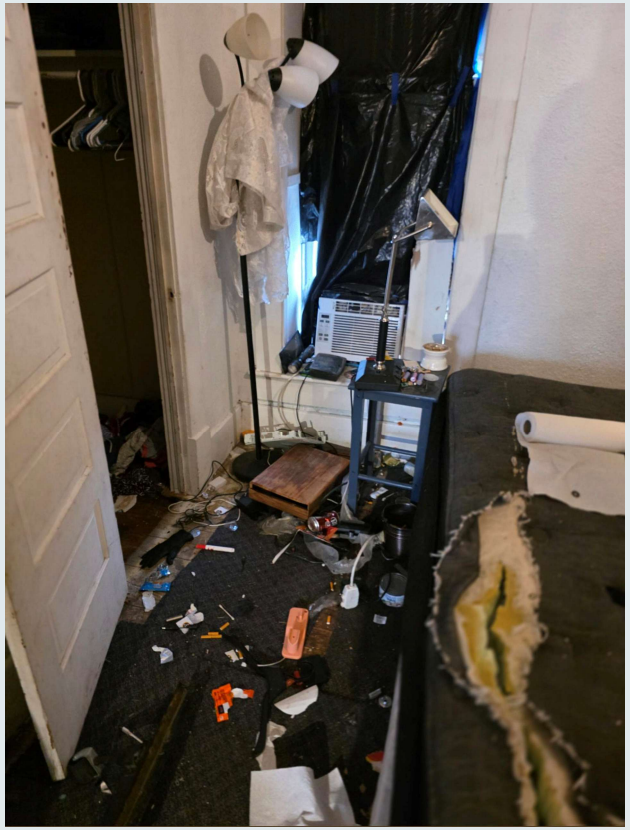
_____
Mayor

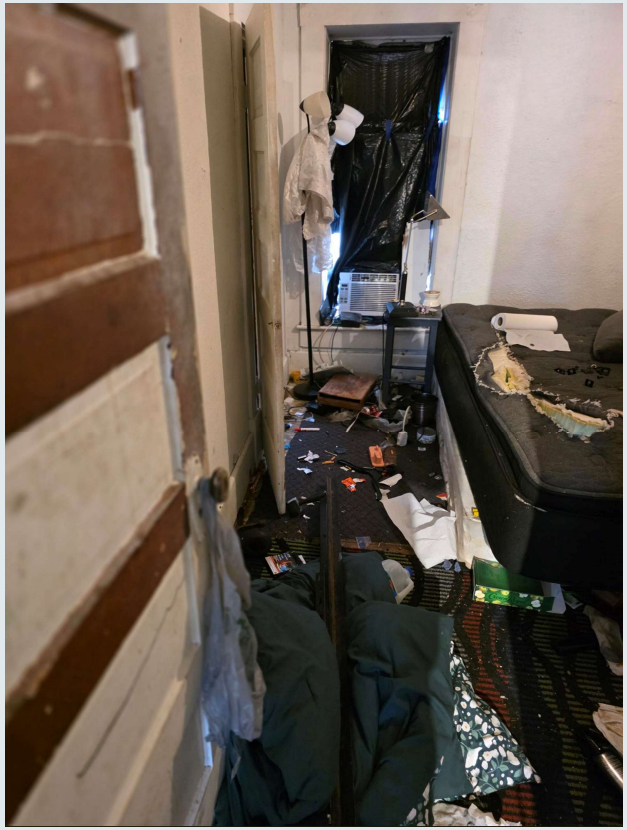
_____
City Clerk

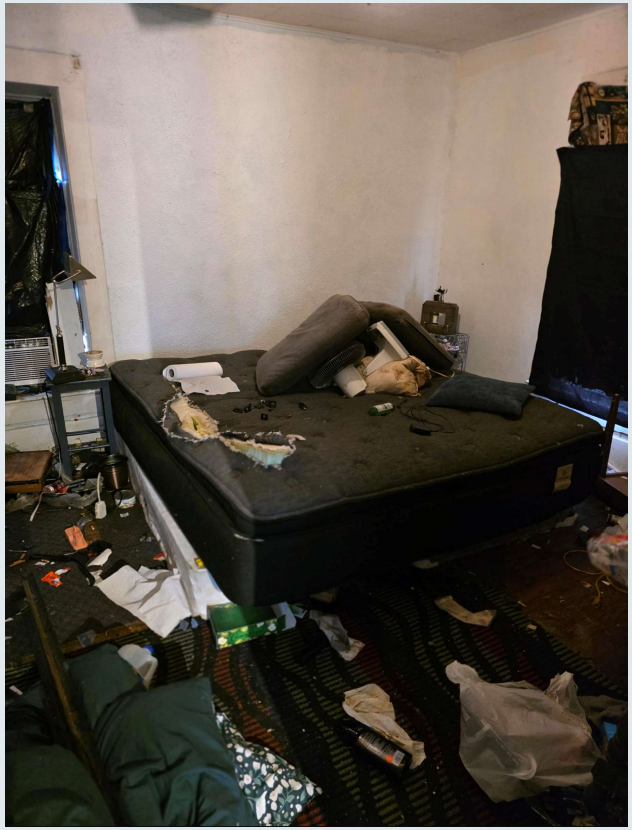
212 W. Laurel – 01/14/2026

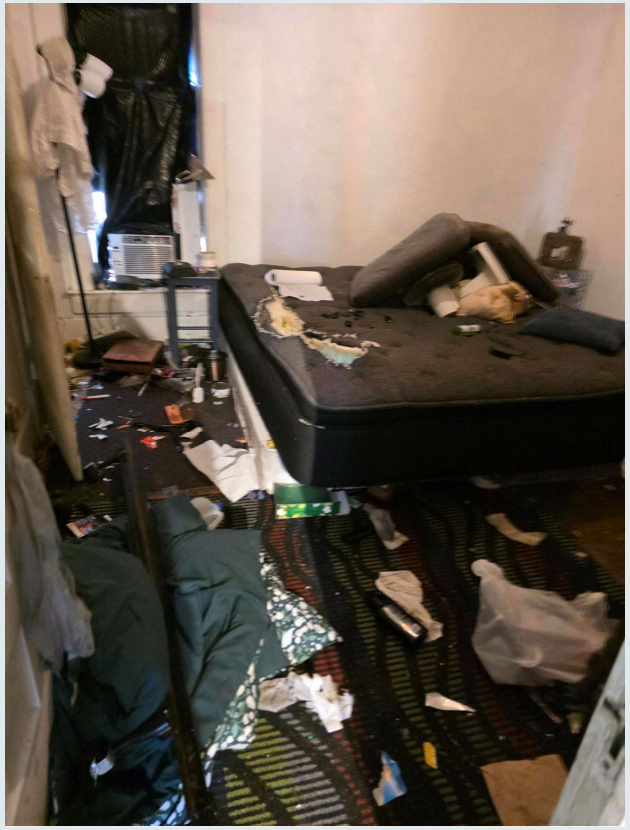
dish
09/08/2025

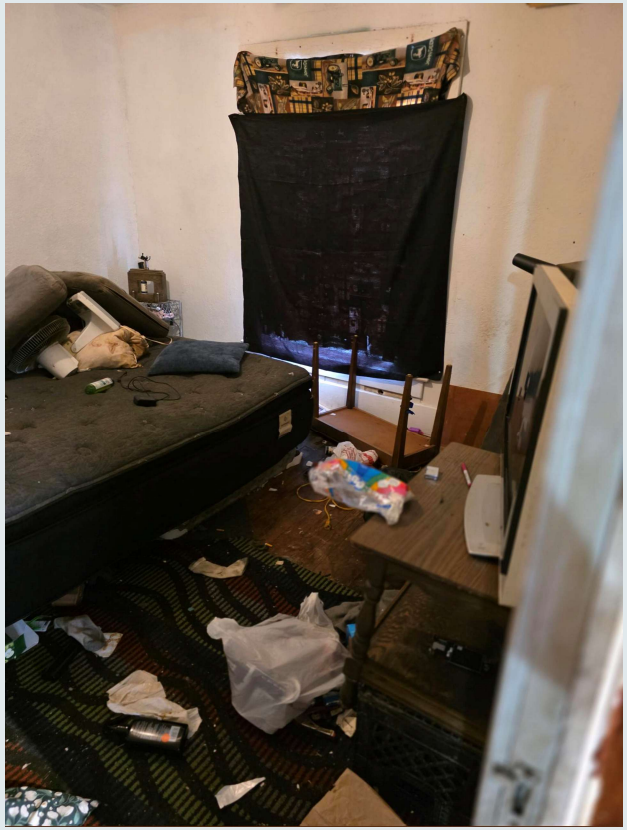


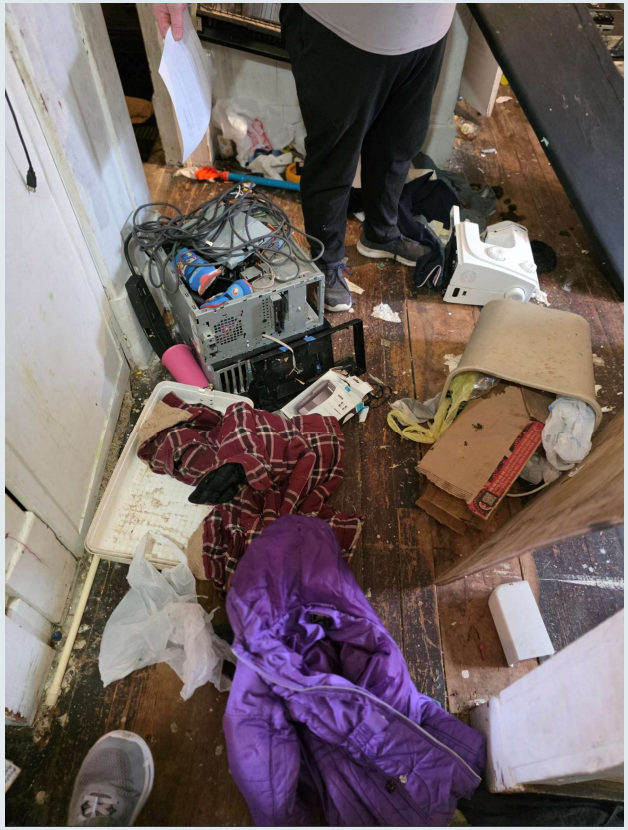


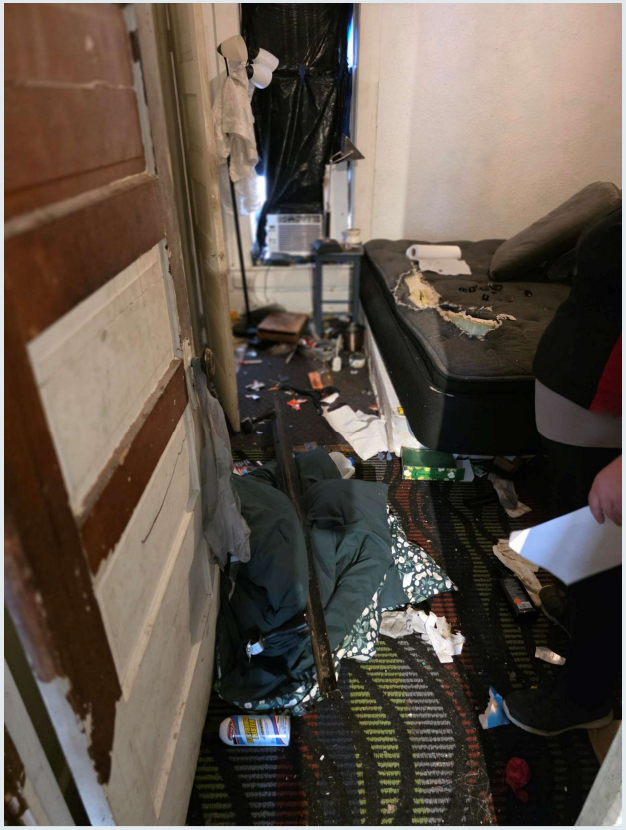


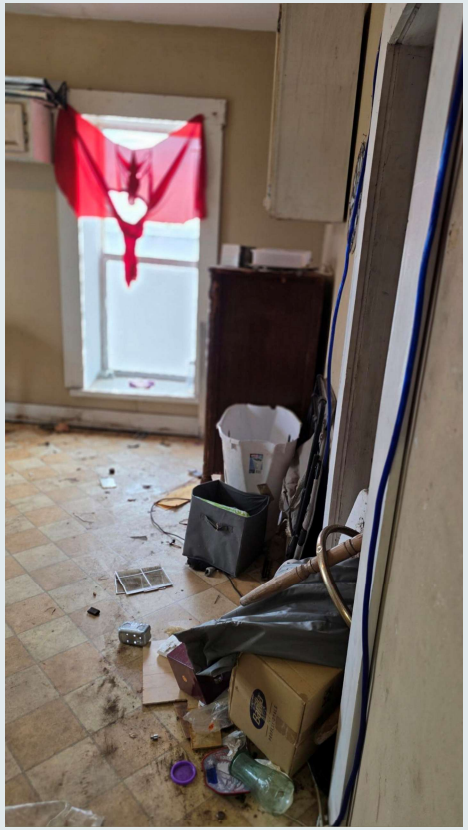


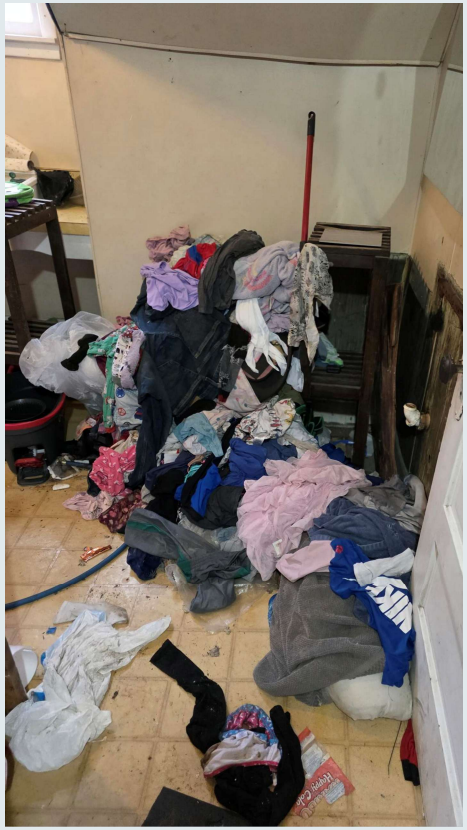


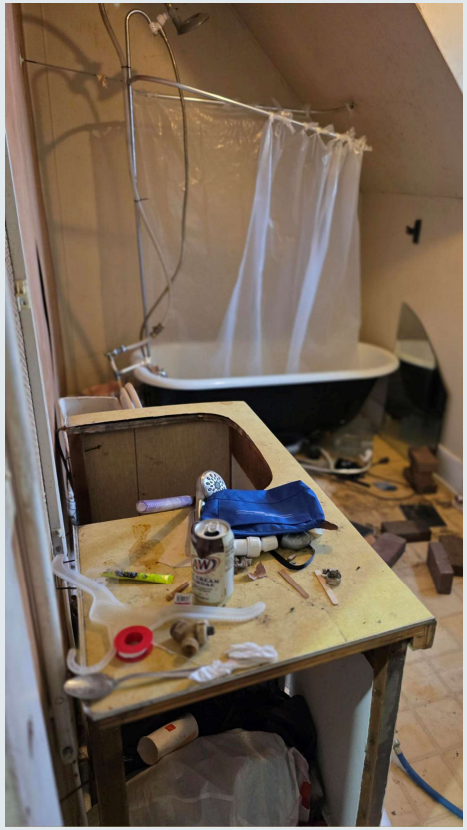


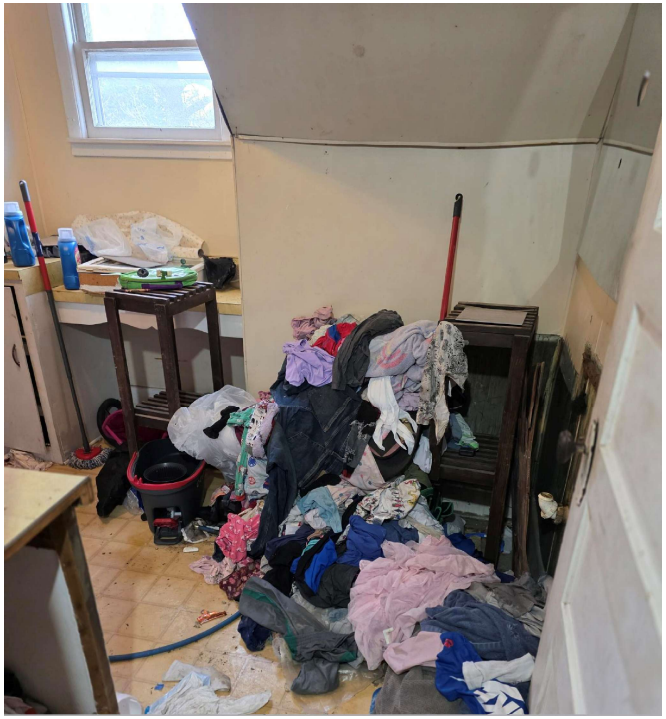


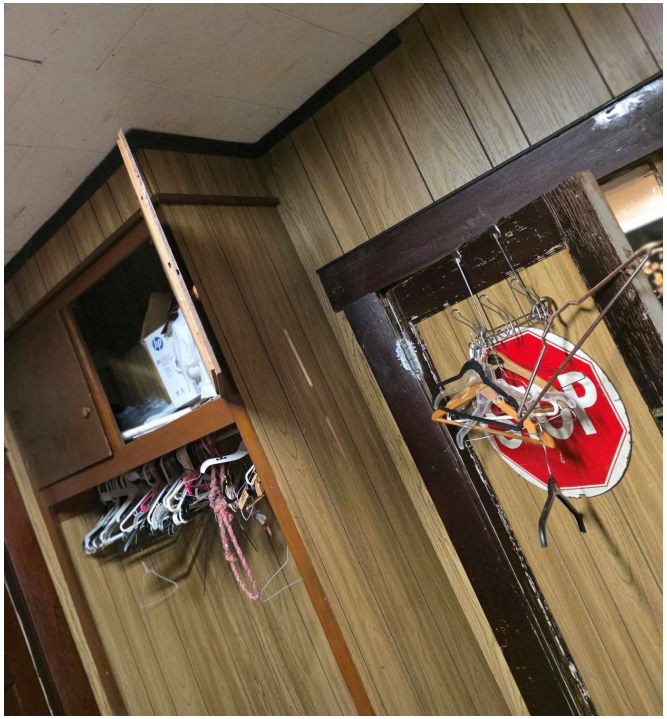


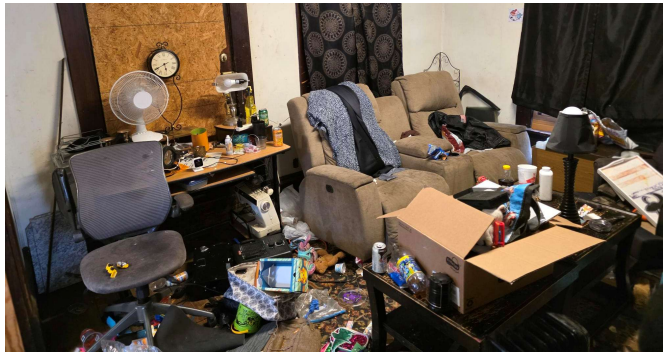


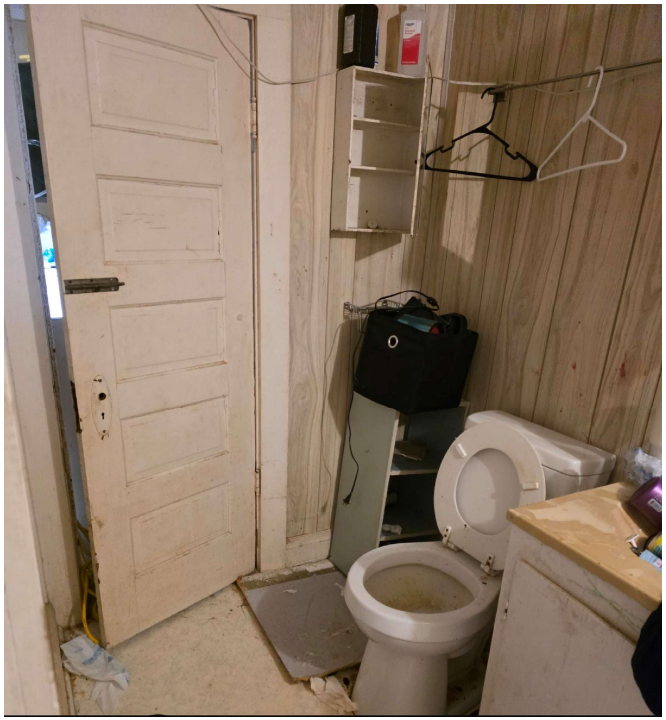












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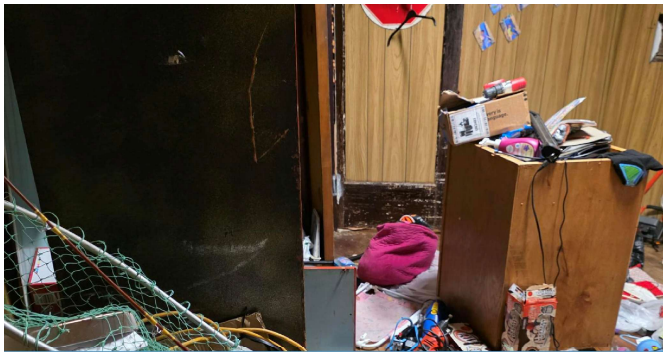

State of Kansas, Montgomery County
This instrument was filed for
Record on November 17, 2025 8:52 AM
Recorded in Book 752 Page 64 - 64
Fee: $0.00 202503576

Marilyn Calhoun

Marilyn Calhoun , Register of Deeds

RESOLUTION NO. 2025-056

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

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 13th day of November 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

Legal: Lot 6, except the West 90 feet and the South 9.5 feet of Lot 7 except the West 80 feet, Block 17 of the Original Plat to the City of Independence, Montgomery County, Kansas.

Common Address: 212 W Laurel Street.

Mortgage:

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

That a public hearing will be held on Thursday**, January 22, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

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

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

Adopted this 13th day of November 2025.

(SEAL)

Mayor

City Clerk

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY

Date: November 20, 2025

TO: **Donald Patchett & Tammy Patchett & Crystal Hiebsch**
Lien Holder: **State of Kansas Medical Lien**

RE: Unsafe or Dangerous Structure at: **212 W. Laurel**

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

On **November 13, 2025**, the City Commission adopted a Resolution for a public hearing to be held on **January 22, 2026, at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at 5:30 p.m. At such hearing, the owner of the Property, the owner's agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

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

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

Thank you for your prompt attention to this matter.

David Cowan

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. **2025.054**
Draft Remediation Agreement

cc:

"Delivering Excellence"

CITY OF INDEPENDENCE, KANSAS
Office of the Building Official
120 N. 6th Street • Independence, KS 67301
Phone: (620) 332-2528 • Email: davidc@independenceks.gov

Date: October 31, 2025

To:
Don & Tammy Patchet & Crystal Hiebsch
505 N. 13th
Independence, Ks. 67301

RE: Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property
Property Location: 212 W Laurel St.

Lien Holder: N/A

Dear Owners:

On **November 13, 2025**, pursuant to **K.S.A. 12-1752**, the enforcing officer for the City of Independence, Kansas, will request that the **City Commission** set a **public hearing date** to consider whether the structure(s) located at **212 W. Laurel Street** are unsafe or dangerous, and whether they should be ordered by the Governing Body to be repaired or demolished.

The City has received reports from Code Enforcement staff and neighboring residents indicating that the structure(s) at this address is**, deteriorated,squatters and in disrepair**. Observed conditions include **roof, overgrown vegetation, trash and debris accumulation.** Water service disconnected in September 2025.

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

1. **Mortgage/Lien Holder Information** – Provide the City with the current mortgage or lien holder and insurance information.
   Structural Repair – If you intend to repair the structure, submit a **detailed plan and timeline** outlining the steps you will take to restore the building to a safe and usable condition.
2. **Property Maintenance** – Maintain the property in accordance with City Code, including **regular mowing, trimming of vegetation, and removal of all trash and debris**.

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

3. **Demolition Procedures** – If you choose to demolish the structure, begin the process immediately and provide the City with a **timeline for demolition and site clearance**. A **City-issued demolition permit** is required prior to any such work.

Commission Meeting – Setting the Date for a Public Hearing to consider Condemnation:

- **Date:** **November 13, 2025**
- **Time:** **5:30 PM**
- **Location:** **120 N. 6th – Commission Meeting Room 1st Floor**

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

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

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

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

DETERMINATION OF UNSAFE OR DANGEROUS STRUCTURE

Date: October 31, 2025
Address: **212 W. Laurel**
Owner: **Don & Tammy Patchet & Crystal Hiebsch**
Parcel No.: **099-30-0-30-32-007-00-0-01**
Legal Description: **Lot 6, Except the West 90 feet and the South 9.5 feet of Lot 7, Except the West 80 feet, Block 17, City of Independence, Montgomery County, Kansas**

Date of Inspection: August 21, 2025

The City of Independence, Kansas, has determined that the above-described structures or property are "unsafe", "dangerous", "hazardous", and/or "unfit for human occupancy" under the City Codes and Ordinance 4466 as adopted for the following reasons:

UNSAFE STRUCTURES

___ Does not provide minimum safeguards to protect or warn occupants in the event of fire.
XX Such structure contains unsafe infrastructure, structure or equipment
XX Such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Additional Findings: _____
_____
_____
_____

DANGEROUS STRUCTURES

☐ Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the City as related to the requirements for existing buildings.

☐ The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

☐ Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ Any portion of a building, or any member, appurtenance, or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

X The building or structure, or part of the building or structure, because of dilapidation,

deterioration, decay, faulty construction, the removal or movement of some portion of the ground
necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

X The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

X The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children that might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

☐ Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

☐ Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

STRUCTURES UNFIT FOR HUMAN OCCUPANCY

X A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by City Code and IBC, as adopted by the City, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Address: 212 W. Laurel

Utility Account: (Y) N **Last Active Service Date:** Active

Parcel: (Y) N **Pictures:** Structure-House-Yard-Sides-Rear-Rear Yard

Holes in Roof: (Y) N

Notes: Needs full repair

Missing Windows: (Y) N

Notes: Boarded & Broken

Open Doors: (Y) N

Notes: House completely open - occupied - maybe squatters?

Yard ~~Not~~ Mowed: Y (N) **Trash or Debris:** (Y) N

Notes: Overgrowth Front & Back porch too

Other Notes: Occupied Vehicle in Driveway

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 063-099-30-0-30-32-007.00-0
Quick Ref ID: 6354

Owner Information

Owner Name	PATCHETT, DONALD R & TAMMY R; CRYSTAL R HIEBSCH
Address	505 N 13TH ST INDEPENDENCE, KS 67301

Property Situs Address

Address	212 W LAUREL ST, Independence, KS 67301

Land Based Classification System

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

General Property Information

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

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1
Fronting	Secondary Artery - 2
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	9,460	24,800	34,260
Total	9,460	24,800	34,260

2024 Appraised Value

Class	Land	Building	Total
Residential - R	9,480	22,840	32,320
Total	9,480	22,840	32,320

Tract Description

ORIG PLAT, S30, T32, R16, BLOCK 17, 3424 SQUARE FEET, E 50' LT 6; E 60' LT 7 EX N 50.50'; Lot Width 50' Lot Depth 69.5' IRREGULAR Plat Book/Page 1 /6,7 Deed Book /Page 617 /921 608 /585 593 /014 573 /505 445 /344 368 /383

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
617	921	608	585	573	505	573	504

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	3424										9,460

Dwelling Information

Dwelling Information	
Res Type	Single-family Residence
Quality	FR
Year Built	1910
Eff Year	
MS Style	1 1/2 Story Finished
LBCSStruct	Detached SFR unit
No. of Units	
Total Living Area	
Calculated Area	1,386
Main Floor Living Area	845
Upper Floor Living Area Pct.	64
CDU	FR-
Phys/Func/Econ	PR/ /
Ovr Pct Gd/RCN	/146,260
Remodel	
Percent Complete	
Assessment Class	
MU Cls/Pct	

Comp Sales Information	
Arch Style	Old Style
Bsmt Type	Crawl - 2
Total Rooms	6
Bedrooms	3
Family Rooms	
Full Baths	2
Half Baths	
Garage Cap	
Foundation	Stone - 4

Dwelling Components

Code	Units	Pct	Quality	Year
Raised Slab Porch (SF) with Roof	44			
Wood Deck (SF) with Roof	128			
Frame, Siding, Wood		100		
Raised Subfloor (% or SF)		100		
Plumbing Fixtures (#)	8			
Automatic Floor Cover Allowance				
Raised Slab Porch (SF) with Roof	28			

Enclosed Wood Deck (SF), Solid Wall	28			
Raised Slab Porch (SF) with Roof	24			
Composition Shingle		100		
Warmed & Cooled Air		50		
Plumbing Rough-ins (#)	1			

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View Sketch --- Back to Search Page --- Home

Parcel Search powered by Aumentum TECHNOLOGIES

Security 1st Title

Report Cover Page

Date:	**10/31/2025**	Prepared For:	**City of Independence**
Order No.:	**3159962**	Owner(s):	**Donald R. Patchett and Tammy R. Patchett and Crystal R. Hiebsch**
Issuing Office:	**Security 1st Title 114 N. Pennsylvania Avenue Independence, KS 67301**	Property Address:	**212 W Laurel St, Independence, KS 67301**

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

Tax Information:

099-30-0-30-32-007.00-0

Security 1st Title

Date: October 31, 2025
Property Address: 212 W Laurel St, Independence, KS 67301

File No.: 3159962
Title Contact: Mary Jo Wallis
Contact E-mail: mwallis@security1st.com

OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

Effective Date of this Report: October 10, 2025 at 7:00 A.M.

On Real Estate described as:

Lot 6, Except the West 90 feet and the South 9.5 feet of Lot 7, Except the West 80 feet, Block 17, City of Independence, Montgomery County, Kansas

The Public Records located in Montgomery County indicate that:

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

   Donald R. Patchett and Tammy R. Patchett and Crystal R. Hiebsch

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

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

      General taxes and special assessments for the year 2024 in the amount of $617.78, NOT PAID.

      Tax Parcel No. # 099-30-0-30-32-007-00-0-01

      PIN # IC 207

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

   General taxes and special assessments for the year 2023 in the amount of $632.72, NOT PAID.

   Tax Parcel No. # 099-30-0-30-32-007-00-0-01

   PIN # IC 207

3. Medical Assistance Lien filed by the State of Kansas and the Kansas Department of Health and Environment against Tammy R. Patchett in the amount of $280,498.32; filed April 17, 2017 and Recorded in Book 658, page 1168.

This Report is limited to only the information described above.

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

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

Security 1st Title

Mary Jo Wallis

Licensed Abstracter

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 22, 2026

Department **Admin** **Director Approval** **David Cowan**

AGENDA ITEM Public hearing to consider the condemnation of 809 W. Main Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends adjourning the condemnation.

BACKGROUND

The structure located at 809 W. Main Street has previously been reported to the City for issues related to squatters, as well as the condition of the primary structure and detached garage. City staff conducted an exterior review of the structures and found them to be in disrepair and to pose dangerous and unsafe conditions.

City staff has made contact with the property owner, who is in the process of scheduling an Nspire inspection. The owner has indicated an intent to rehabilitate the structure and is also considering selling the residence.

City staff will schedule the inspection prior to the January 22, 2026, Commission meeting and will provide an update at that meeting regarding the status of the residence and whether a timeline for repairs has been established.

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

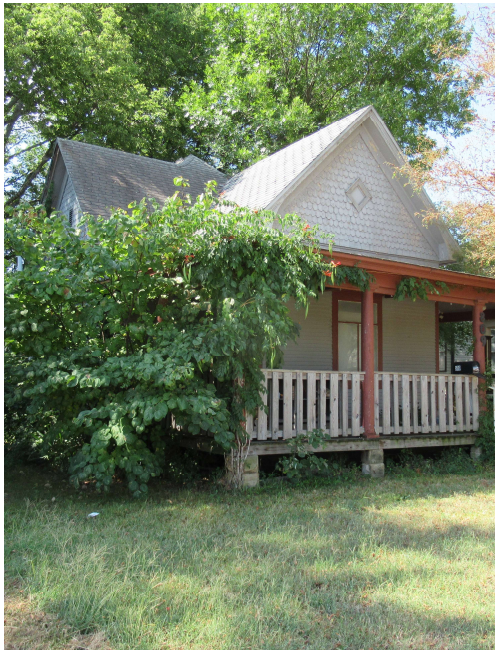
SUGGESTED MOTION I move to adjourn the Public Hearing of 809 W. Main till May 28, 2026.

SUPPORTING DOCUMENTS

1. 809 W. Main Photos
2. 2025-052 - Condemnation - P_H - 809 W Main
3. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 11202025
4. 809 W. Main Street 10282025 - Setting Date of Public Hearing
5. 809 W. Main - Determination of Unsafe or Dangerous Structure
6. Notes & Parcel - 809 W Main
7. 809 W. Main_OE_Report

809 W. Main

809 W. Main



State of Kansas, Montgomery County
This instrument was filed for
Record on November 17, 2025 8:48 AM
Recorded in Book 752 Page 59 - 59
Fee: $0.00 202503572
Marilyn Calhoun
Marilyn Calhoun , Register of Deeds

RESOLUTION NO. 2025-052

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

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 13th day of November 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

Legal: Lot 3, Block 10, Concannon's Addition to the City of Independence, Montgomery County, Kansas.

Common Address: 809 W. Main Street.

Mortgage:

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

That a public hearing will be held on Thursday, **January 22, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

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

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

Adopted this 13th day of November 2025.

W. R. Scott
Mayor

David Schulte
City Clerk

(SEAL)

CITY OF INDEPENDENCE SEAL KANSAS

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY

Date: November 20, 2025

TO: **Pat Pomeroy**
Lien Holder: **State of Kansas Tax Lien**

RE: Unsafe or Dangerous Structure at: **809 W. Main**

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

On **November 13, 2025**, the City Commission adopted a Resolution for a public hearing to be held on **January 22, 2026, at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at 5:30 p.m. At such hearing, the owner of the Property, the owner's agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

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

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

Thank you for your prompt attention to this matter.

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

David Cowan

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. **2025.052**
Draft Remediation Agreement

cc: **State of Kansas Tax Lien**

"Delivering Excellence"

CITY OF INDEPENDENCE, KANSAS
Office of the Building Official
120 N. 6th Street • Independence, KS 67301
Phone: (620) 332-2528 • Email: davidc@independenceks.gov

Date: [Insert Date]

To:
Pat Pomeroy
100 Mulberry Street
Independence, Kansas 67301

RE: Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property
Property Location: 809 W. Main Street
Lien Holder: State of Kansas Tax Lien – Filed February 3, 2025

Dear Mr. Pomeroy:

On **November 13, 2025**, pursuant to **K.S.A. 12-1752**, the enforcing officer for the City of Independence, Kansas, will request that the **City Commission** set a **public hearing date** to consider whether the structure(s) located at **809 W. Main Street** are unsafe or dangerous, and whether they should be ordered by the Governing Body to be repaired or demolished.

The City has received reports from Code Enforcement staff and neighboring residents indicating that the structure(s) at this address are **vacant, deteriorated, and in disrepair**. Observed conditions include **foundation issues, overgrown vegetation, trash and debris accumulation**, and the fact that **City utility services were last active on January 31, 2024**.

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

1. **Mortgage/Lien Holder Information** – Provide the City with the current mortgage or lien holder and insurance information.
   Note: FAMI Insurance provided notification on June 2, 2025.
2. **Structural Repair** – If you intend to repair the structure, submit a **detailed plan and timeline** outlining the steps you will take to restore the building to a safe and usable condition.

CITY OF
INDEPENDENCE
KANSAS
"Delivering Excellence"

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

Commission Meeting – Setting the Date:

- **Date:** **November 13, 2025**
- **Time:** **5:30 PM**
- **Location:** **120 N. 6th – Commission Meeting Room 1st Floor**

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

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

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

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

DETERMINATION OF UNSAFE OR DANGEROUS STRUCTURE

Date: **October 27, 2025**
Address: **809 W. Main**
Owner: **Pat Pomeroy**
Parcel No.: **063-087-36-0-10-19-003.00-0**
Legal Description: **Lot 3, Block 10, Concannon's Addition to the City of Independence, Montgomery County, Kansas**

Date of Inspection: **October 27, 2025**

The City of Independence, Kansas, has determined that the above-described structures or property are "unsafe", "dangerous", "hazardous", and/or "unfit for human occupancy" under the City Codes and Ordinance 4466 as adopted for the following reasons:

UNSAFE STRUCTURES

___ Does not provide minimum safeguards to protect or warn occupants in the event of fire.
___ Such structure contains unsafe infrastructure, structure or equipment
_X_ Such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Additional Findings: foundation is broken , missing or sagging in spots, overgrowth, trash debris, garage is in disrepair. Utilities last active 1/31/2024.

DANGEROUS STRUCTURES

☐ Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the City as related to the requirements for existing buildings.

☐ The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

☐ Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ Any portion of a building, or any member, appurtenance, or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

XX The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely

collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

☐ The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

XX The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children that might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

☐ Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

☐ Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

STRUCTURES UNFIT FOR HUMAN OCCUPANCY

☐ A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by City Code and IBC, as adopted by the City, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Address: 909 W Main

Utility Account: Y (N) **Last Active Service Date:** 1/31/2024

Parcel: (Y) N **Pictures:** Structure-House-Yard-Sides-Rear-Rear Yard

Holes in Roof: (Y) N

Notes: Missing shingles, sagging,

Missing Windows: Y (N)

Notes: Broken

Open Doors: Y (N)

Notes:

Yard ~~Not~~ Mowed: Y (N) **Trash or Debris:** (Y) N

Notes: Trash/stuff all over backyard & infront of & in garage - high grass

Other Notes: Poor foundation, Repairable, bad porch, overg

Print Page

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View Sketch --- Back to Search Page --- Home

The Parcel Number for this Property is 063-087-36-0-10-19-003.00-0
Quick Ref ID: 3880

Owner Information

Owner Name	POMEROY, PATRICK
Address	307 S 17TH ST INDEPENDENCE, KS 67301

Property Situs Address

Address	809 W MAIN 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 Alley - 7
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2025 Appraised Value

Class	Land	Building	Total
Residential - R	4,370	18,270	22,640
Total	4,370	18,270	22,640

2024 Appraised Value

Class	Land	Building	Total
Residential - R	4,370	16,990	21,360
Total	4,370	16,990	21,360

Tract Description

CONCANNONS ADD, S36, T32, R15, BLOCK 10, Lot 3, 7002 SQUARE FEET, LOT WIDTH; 050.0 LOT DEPTH: 140.0 Plat Book/Page 1 /8 Deed Book/Page 629 /1231 570/408 413 /199 385 /340 349 /282

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
629	1231	629	1229	570	408		

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	7002										4,370

Dwelling Information

Dwelling Information	
Res Type	Single-family Residence
Quality	FR+
Year Built	1905
Eff Year	
MS Style	One Story
LBCSStruct	Detached SFR unit
No. of Units	
Total Living Area	
Calculated Area	1,215
Main Floor Living Area	1,215
Upper Floor Living Area Pct.	
CDU	FR
Phys/Func/Econ	FR-/ /
Ovr Pct Gd/RCN	/149,390
Remodel	
Percent Complete	
Assessment Class	
MU Cls/Pct	

Comp Sales Information	
Arch Style	Bungalow
Bsmt Type	Crawl - 2
Total Rooms	5
Bedrooms	3
Family Rooms	
Full Baths	1
Half Baths	
Garage Cap	
Foundation	Stone - 4

Dwelling Components

Code	Units	Pct	Quality	Year
Wood Deck (SF) with Roof	306			
Composition Shingle		100		
Wall Furnace		100		
Plumbing Rough-ins (#)	1			
Enclosed Wood Deck (SF), Knee Wall w/Panels	108			
Frame, Siding, Wood		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
65	Tool Shed	D	1.00	1	1930			400	80	8	20 X 20	1	1	1					5,080	2	100

Building Improvement Components

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

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Security 1st Title

Report Cover Page

Date:	**10/26/2025**	Prepared For:	**City of Independence**
Order No.:	**3159945**	Owner(s):	**Patrick Pomeroy**
Issuing Office:	**Security 1st Title** **114 N. Pennsylvania Avenue** **Independence, KS 67301**	Property Address:	**809 W Main St, Independence, KS 67301**

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

Tax Information:

063-087-36-0-10-19-003.00-0

Security 1st Title

Date: October 26, 2025
Property Address: 809 W Main St, Independence, KS 67301

File No.: 3159945
Title Contact: Ronda Ballew
Contact E-mail: rballew@security1st.com

OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

Effective Date of this Report: October 10, 2025 at 7:00 A.M.

On Real Estate described as:

Lot 3, Block 10, Concannon's Addition to the City of Independence, Montgomery County, Kansas

The Public Records located in Montgomery County indicate that:

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

   Patrick Pomeroy

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

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

      General taxes and special assessments for the year 2020 in the amount of $327.70, Not Paid.

      Tax Parcel No. # 063-087-36-0-10-19-003.00-0

      PIN # IC 2302

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

      General taxes and special assessments for the year 2021 in the amount of $328.54, Not Paid.

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

      General taxes and special assessments for the year 2022 in the amount of $364.06, Not Paid.

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

   General taxes and special assessments for the year 2023 in the amount of $396.42, Not Paid.

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

   General taxes and special assessments for the year 2024 in the amount of $408.38, Not Paid.

6. Kansas State Tax Lien, filed February 03, 2025, as Case# MGI-2025-ST-000069 against Patrick A. Pomeroy, in the amount of $716.24, plus interest and costs.

This Report is limited to only the information described above.

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

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

Security 1st Title

Mary Jo Wallis

Licensed Abstracter

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 22, 2026

Department **Admin** **Director Approval** **David Cowan**

AGENDA ITEM Public hearing to consider the condemnation of 805 W. Sycamore Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends condemnation of the structure.

BACKGROUND The property located at 805 W. Sycamore Street has been previously reported to the City for issues involving squatters and concerns regarding the condition of the primary structure and detached garage. Upon inspection, City staff observed that both structures are in significant disrepair, pose safety hazards, and show evidence of animal intrusion. The property has not had active City utility service since 2016.

City staff recommends the commission adopt a Resolution condemning the structure as dangerous and unsafe.

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

SUGGESTED MOTION I move to adopt a resolution condemning 805 W. Sycamore Street as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. RESOLUTION 2026-013 - CONDEMNATION - DAYS - 805 W Sycamore
2. Photos 01142026
3. Pictures 805 W Sycamore 10312025
4. 2025-054 - Condemnation - P_H - 805 W Sycamore
5. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 11202025
6. 805 W Sycamore - Determination of Unsafe or Dangerous Structure
7. 3159903_OE_Report
8. Notes & Parcel - 805 W Sycamore

RESOLUTION NO. 2026-013

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

Legal Description
Lot 2, Block F, Deans Addition to the City of Independence, Montgomery County, Kansas

Common Address
805 W. Sycamore Street

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 13th day of November 2025, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2025—054**, dated **November 13, 2025**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **November 19, 2025 and November 26, 2025**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

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

Legal Description
Lot 2, Block F, Deans Addition to the City of Independence, Montgomery County, Kansas

Common Address
805 W. Sycamore Street

Mortgage

Is unsafe and dangerous and constitutes a blight and therefore should be and is hereby condemned and it is hereby directed that such structure, or structures, be repaired or removed and the premises made safe and secure. The owner of the structure, or structures, is hereby given **30 days** from the publication of this resolution within which to commence such repair or removal and the premises made safe and secure. If the owner of such structure, or structures fails to diligently prosecute the same until the work is completed, said governing body will cause the structure, or structures, to be razed and removed, in order to make the premises safe and secure.

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

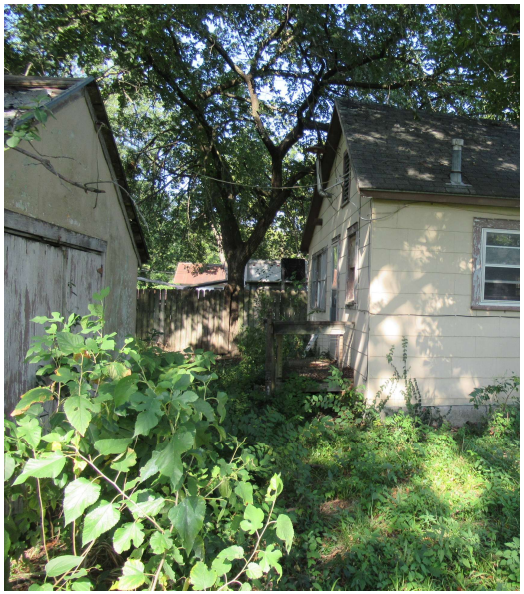
Adopted this 22nd day of January, 2026.

(SEAL)

_____
Mayor

_____
City Clerk

805 W. Sycamore – 01/14/2026



805 W Sycamore Steet

State of Kansas, Montgomery County
This instrument was filed for
Record on November 17, 2025 8:50 AM
Recorded in Book 752 Page 62 - 62
Fee: $0.00 202503574
Marilyn Calhoun
Marilyn Calhoun , Register of Deeds

RESOLUTION NO. 2025-054

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

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 13th day of November 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

Legal: Lot 2, Block F, Deans Addition to the City of Independence, Montgomery County, Kansas.

Common Address: 805 W. Sycamore Street.

Mortgage:

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

That a public hearing will be held on Thursday**, January 22, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

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

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

Adopted this 13th day of November 2025.

(SEAL)

Mayor

City Clerk

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY

Date: November 20, 2025

TO: **Dinah & Leland McCall**
Lien Holder:

RE: Unsafe or Dangerous Structure at: **805 W. Sycamore**

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

On **November 13, 2025**, the City Commission adopted a Resolution for a public hearing to be held on **January 22, 2026, at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at 5:30 p.m. At such hearing, the owner of the Property, the owner's agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

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

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

Thank you for your prompt attention to this matter.

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

David Cowan

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. **2025.054**
Draft Remediation Agreement

cc:

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

DETERMINATION OF UNSAFE OR DANGEROUS STRUCTURE

Date: October 31, 2025
Address: **805 W. Sycamore**
Owner: **Dinah & Leland McCall**
Parcel No.: **087-25-0-40-10-002-00-0-01**
Legal Description: **Lot 2, Block F, Deans Addition to the City of Independence, Montgomery County, Kansas**

Date of Inspection: August 21, 2025

The City of Independence, Kansas, has determined that the above-described structures or property are "unsafe", "dangerous", "hazardous", and/or "unfit for human occupancy" under the City Codes and Ordinance 4466 as adopted for the following reasons:

UNSAFE STRUCTURES

___ Does not provide minimum safeguards to protect or warn occupants in the event of fire.
XX Such structure contains unsafe infrastructure, structure or equipment
XX Such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Additional Findings: _____
_____
_____
_____

DANGEROUS STRUCTURES

☐ Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the City as related to the requirements for existing buildings.

☐ The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

☐ Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ Any portion of a building, or any member, appurtenance, or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

X The building or structure, or part of the building or structure, because of dilapidation,

deterioration, decay, faulty construction, the removal or movement of some portion of the ground
necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

X The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

X The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children that might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

☐ Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

☐ Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

STRUCTURES UNFIT FOR HUMAN OCCUPANCY

X A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by City Code and IBC, as adopted by the City, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Security 1st Title

Report Cover Page

Date:	**10/31/2025**	Prepared For:	**City of Independence**
Order No.:	**3159903**	Owner(s):	**Dinah Lee McCall and Leland Daryl McCall**
Issuing Office:	**Security 1st Title** **114 N. Pennsylvania Avenue** **Independence, KS 67301**	Property Address:	**805 W Sycamore St, Independence, KS 67301**

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

Tax Information:

087-25-0-40-10-002.00-0

Security 1st Title

Date: October 31, 2025
Property Address: 805 W Sycamore St, Independence, KS 67301

File No.: 3159903
Title Contact: Mary Jo Wallis
Contact E-mail: mwallis@security1st.com

OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

Effective Date of this Report: October 10, 2025 at 7:00 A.M.

On Real Estate described as:

Lot 2, Block F, Deans Addition to the City of Independence, Montgomery County, Kansas

The Public Records located in Montgomery County indicate that:

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

   Dinah Lee McCall and Leland Daryl McCall

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

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

      General taxes and special assessments for the year 2024 in the amount of $205.44, NOT PAID.

      Tax Parcel No. # 087-25-0-40-10-002-00-0-01

      PIN # IC 2834

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

      General taxes and special assessments for the year 2023 in the amount of $199.40, NOT PAID.

      Tax Parcel No. # 087-25-0-40-10-002-00-0-01

      PIN # IC 2834

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

   General taxes and special assessments for the year 2022 in the amount of $183.28, NOT PAID.

   Tax Parcel No. # 087-25-0-40-10-002-00-0-01

   PIN # IC 2834

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

   General taxes and special assessments for the year 2021 in the amount of $165.36, NOT PAID.

   Tax Parcel No. # 087-25-0-40-10-002-00-0-01

   PIN # IC 2834

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

   General taxes and special assessments for the year 2020 in the amount of $379.00, NOT PAID (This amount includes specials in the amount of $100).

   Tax Parcel No. # 087-25-0-40-10-002-00-0-01

   PIN # IC 2834

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

   General taxes and special assessments for the year 2019 in the amount of $424.32, NOT PAID.

   Tax Parcel No. # 087-25-0-40-10-002-00-0-01

   PIN # IC 2834

This Report is limited to only the information described above.

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

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

Security 1st Title

Mary Jo Wallis

Licensed Abstracter

Address: 805 W Sycamore

Utility Account: Y (N) **Last Active Service Date:** 6/15/2016

Parcel: (Y) N **Pictures:** Structure-House-Yard-Sides-Rear-Rear Yard

Holes in Roof: Y (N)

Notes:
Roof in poor condition, but no holes - Sagging

Missing Windows: Y (N)

Notes: Broken windows

Open Doors: Y (N)

Notes:

Yard ~~Not~~ Mowed: Y (N) **Trash or Debris:** Y (N)

Notes:
All overgrown

Other Notes:
Neighbor says its been unoccupied for 10+ years. Animals living in it. No squatters. Garage looks rough.
-External All seems repairable.

Print Page

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The Parcel Number for this Property is 063-087-25-0-40-10-002.00-0
Quick Ref ID: 3187

Owner Information

Owner Name	MCCALL, DINAH LEE & LELAND DARYL
Address	129 RIVERVIEW DR ANDERSON, MO 64831-8412

Property Situs Address

Address	805 W SYCAMORE 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 Alley - 7
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2025 Appraised Value

Class	Land	Building	Total
Residential - R	4,560	6,840	11,400
Total	4,560	6,840	11,400

2024 Appraised Value

Class	Land	Building	Total
Residential - R	4,560	6,190	10,750
Total	4,560	6,190	10,750

Tract Description

DEANS ADD, S25, T32, R15, BLOCK F, Lot 2; Lot Width: 050.0 Lot Depth: 160.0 Plat Book/Page 4 /13 Lot Width: 050.0 Lot Depth: 160.0 Deed Book/Page 541 /281 375 /237 367 /242

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
541	281						

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	8000										4,560

Dwelling Information

Dwelling Information	
Res Type	Single-family Residence
Quality	FR
Year Built	1905
Eff Year	
MS Style	One Story
LBCSStruct	Detached SFR unit
No. of Units	
Total Living Area	
Calculated Area	1,288
Main Floor Living Area	1,288
Upper Floor Living Area Pct.	
CDU	FR-
Phys/Func/Econ	PR/ /
Ovr Pct Gd/RCN	/148,940
Remodel	1988
Percent Complete	
Assessment Class	
MU Cls/Pct	

Comp Sales Information	
Arch Style	Bungalow
Bsmt Type	Crawl - 2
Total Rooms	6
Bedrooms	2
Family Rooms	1
Full Baths	1
Half Baths	
Garage Cap	1
Foundation	Stone - 4

Dwelling Components

Code	Units	Pct	Quality	Year
Wood Deck (SF) with Roof	160			
Composition Shingle		100		
Plumbing Fixtures (#)	5			
Single 1-Story Fireplace (#)	1			
Open Slab Porch (SF)	64		2	1920
Frame, Siding/Shingle		100		
Raised Subfloor (% or SF)		100		
Plumbing Rough-ins (#)	1			
Automatic Floor Cover Allowance				
Wall Furnace		100		

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
18	Tool Shed	D	1.00	1	1943			320	72	8	20 X 16	1	1	1					4,120	2	80

Building Improvement Components

Id	Code	Units	Pct	Size	Other	Rank	Year
18	Single -Metal on Wood Frame		100				

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REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 22, 2026

Department **Admin** **Director Approval** **David Cowan**

AGENDA ITEM Public hearing to consider the condemnation of 705 Washington Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends condemnation.

BACKGROUND The property located at 705 Washington Street has been previously reported to the City for issues involving the condition of the primary structure, debris and code enforcement issues. Upon inspection, City staff observed that both structures are in significant disrepair, pose safety hazards, and the owner has vacated the structure in the last couple of months.

City staff recommends adopting the Resolution condemning the structure as dangerous and unsafe.

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

SUGGESTED MOTION I move to adopt a resolution condemning 705 Washington Street as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. RESOLUTION 2026-014 - CONDEMNATION - DAYS - 705 Washington
2. Photos 01142026
3. 705 Washington Photo
4. 2025-055 - Condemnation - P_H - 705 Washington
5. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 11202025
6. 705 Washington - 10312025 - Setting Date of Public Hearing
7. 705 Washington St. - Determination of Unsafe or Dangerous Structure
8. Notes & Parcel - 705 Washington
9. 3159953_OE_Report

RESOLUTION NO. 2026-013

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

Legal Description
Lot 2, Block F, Deans Addition to the City of Independence, Montgomery County, Kansas

Common Address
805 W. Sycamore Street

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 13th day of November 2025, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2025—054**, dated **November 13, 2025**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **November 19, 2025 and November 26, 2025**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

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

Legal Description
Lot 2, Block F, Deans Addition to the City of Independence, Montgomery County, Kansas

Common Address
805 W. Sycamore Street

Mortgage

Is unsafe and dangerous and constitutes a blight and therefore should be and is hereby condemned and it is hereby directed that such structure, or structures, be repaired or removed and the premises made safe and secure. The owner of the structure, or structures, is hereby given **30 days** from the publication of this resolution within which to commence such repair or removal and the premises made safe and secure. If the owner of such structure, or structures fails to diligently prosecute the same until the work is completed, said governing body will cause the structure, or structures, to be razed and removed, in order to make the premises safe and secure.

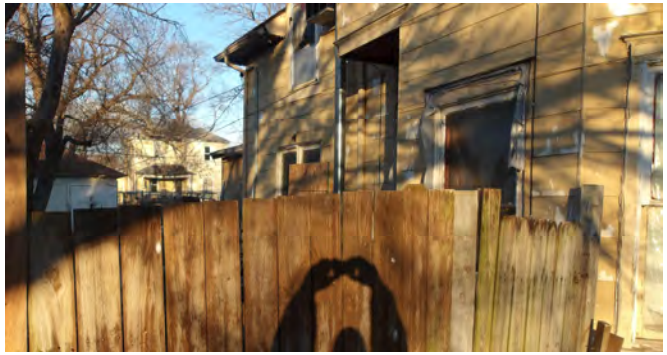
BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and a copy mailed to the owner, his or her agent, lien holders and occupants as provided by law and a copy of said resolution shall be filed with the Montgomery County Register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

Adopted this 22nd day of January, 2026.

(SEAL)

_____
Mayor

_____
City Clerk



705 Washington

State of Kansas, Montgomery County
This instrument was filed for
Record on November 17, 2025 8:51 AM
Recorded in Book 752 Page 63 - 63
Fee: $0.00 202503575
Marilyn Calhoun , Register of Deeds

RESOLUTION NO. 2025-055

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

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 13th day of November 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

Legal: Lot 9, Block 4, Dunkins Addition to the City of Independence, Montgomery County, Kansas.

Common Address: 705 Washington Street.

Mortgage:

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

That a public hearing will be held on Thursday, **January 22, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

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

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

Adopted this 13th day of November 2025.

(SEAL)

Mayor

City Clerk

CITY OF INDEPENDENCE SEAL KANSAS

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY

Date: November 20, 2025

TO: **Hannah's House Ministries LLC**
Lien Holder:
RE: Unsafe or Dangerous Structure at: **814 W. Chestnut**

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

On **November 13, 2025**, the City Commission adopted a Resolution for a public hearing to be held on **January 22, 2026, at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at 5:30 p.m. At such hearing, the owner of the Property, the owner's agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

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

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

Thank you for your prompt attention to this matter.

David Cowan

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. **2025.057**
Draft Remediation Agreement

cc:

"Delivering Excellence"

CITY OF INDEPENDENCE, KANSAS
Office of the Building Official
120 N. 6th Street • Independence, KS 67301
Phone: (620) 332-2528 • Email: davidc@independenceks.gov

Date: October 31, 2025

To:
Christine Heartwell
705 Washington
Independence, Ks. 67301

RE: Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property
Property Location: 705 Washington
Lien Holder: N/A

Dear Ms. Heartwell:

On **November 13, 2025**, pursuant to **K.S.A. 12-1752**, the enforcing officer for the City of Independence, Kansas, will request that the **City Commission** set a **public hearing date** to consider whether the structure(s) located at **705 Washington Street** are unsafe or dangerous, and whether they should be ordered by the Governing Body to be repaired or demolished.

The City has received reports from Code Enforcement staff and neighboring residents indicating that the structure(s) at this address are **vacant, deteriorated, and in disrepair**. Observed conditions include **roof, overgrown vegetation, trash and debris accumulation.**,

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

1. **Mortgage/Lien Holder Information** – Provide the City with the current mortgage or lien holder and insurance information.
   Structural Repair – If you intend to repair the structure, submit a **detailed plan and timeline** outlining the steps you will take to restore the building to a safe and usable condition.
2. **Property Maintenance** – Maintain the property in accordance with City Code, including **regular mowing, trimming of vegetation, and removal of all trash and debris**.

CITY OF INDEPENDENCE KANSAS
"Delivering Excellence"

3. **Demolition Procedures** – If you choose to demolish the structure, begin the process immediately and provide the City with a **timeline for demolition and site clearance**. A **City-issued demolition permit** is required prior to any such work.

Commission Meeting – Setting the Date for a Public Hearing to consider Condemnation:

- **Date:** **November 13, 2025**
- **Time:** **5:30 PM**
- **Location:** **120 N. 6th – Commission Meeting Room 1st Floor**

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

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

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

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

DETERMINATION OF UNSAFE OR DANGEROUS STRUCTURE

Date: October 31, 2025
Address: **705 Washington**
Owner: **Christine Heartwell**
Parcel No.: **099-30-0-30-12-009-00-0-01**
Legal Description: **Lot 9, Block 4, Dunkin's Addition to the City of Independence, Montgomery County, Kansas**

Date of Inspection: August 21, 2025

The City of Independence, Kansas, has determined that the above-described structures or property are "unsafe", "dangerous", "hazardous", and/or "unfit for human occupancy" under the City Codes and Ordinance 4466 as adopted for the following reasons:

UNSAFE STRUCTURES

___ Does not provide minimum safeguards to protect or warn occupants in the event of fire.
XX Such structure contains unsafe infrastructure, structure or equipment
XX Such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Additional Findings: _____
_____
_____
_____

DANGEROUS STRUCTURES

☐ Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the City as related to the requirements for existing buildings.

☐ The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

☐ Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ Any portion of a building, or any member, appurtenance, or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

X The building or structure, or part of the building or structure, because of dilapidation,

deterioration, decay, faulty construction, the removal or movement of some portion of the ground
necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

X The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

X The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children that might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

☐ Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

☐ Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

STRUCTURES UNFIT FOR HUMAN OCCUPANCY

X A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by City Code and IBC, as adopted by the City, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Address: 705 Washington

Utility Account: (Y) N **Last Active Service Date:** Active

Parcel: (Y) N **Pictures:** Structure-House-Yard-Sides-Rear-Rear Yard

Holes in Roof: (Y) N

Notes: Collapsing

Missing Windows: (Y) N

Notes: Missing/Broken/Covered

Open Doors: Y (N)

Notes:

Yard Not Mowed: Y (N) **Trash or Debris:** (Y) N

Notes: All over

Other Notes: Occupied

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The Parcel Number for this Property is 063-099-30-0-30-12-009.00-0
Quick Ref ID: 6117

Owner Information

Owner Name	HEARTWELL, CHRISTINE
Address	705 WASHINGTON ST INDEPENDENCE, KS 67301

Property Situs Address

Address	705 WASHINGTON ST, Independence, KS 67301

Land Based Classification System

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

General Property Information

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

Property Factors

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

2025 Appraised Value

Class	Land	Building	Total
Residential - R	10,600	39,330	49,930
Total	10,600	39,330	49,930

2024 Appraised Value

Class	Land	Building	Total
Residential - R	10,620	36,480	47,100
Total	10,620	36,480	47,100

Tract Description

DUNKINS ADD, S30, T32, R16, BLOCK 4, Lot 9; Lot Width: 050.0 Lot Depth: 124.3 Plat Book/Page 4 /22 Lot Width: 050.0 Lot Depth: 124.3 Deed Book/Page 611 /132 607 /575 538 /465 487 /427 486 /551 479 /011 380 /218 368 /604

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
611	132	607	575				

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	6200										10,600

Dwelling Information

Dwelling Information	
Res Type	Single-family Residence
Quality	AV
Year Built	1900
Eff Year	
MS Style	1 1/2 Story Finished
LBCSStruct	Detached SFR unit
No. of Units	
Total Living Area	
Calculated Area	1,486
Main Floor Living Area	917
Upper Floor Living Area Pct.	62
CDU	FR
Phys/Func/Econ	PR/ /
Ovr Pct Gd/RCN	/165,740
Remodel	
Percent Complete	
Assessment Class	
MU Cls/Pct	

Comp Sales Information	
Arch Style	Old Style
Bsmt Type	Crawl - 2
Total Rooms	6
Bedrooms	3
Family Rooms	
Full Baths	1
Half Baths	1
Garage Cap	
Foundation	Stone - 4

Dwelling Components

Code	Units	Pct	Quality	Year
Raised Slab Porch (SF) with Roof	198			
Composition Shingle		100		
Wall Furnace		100		
Plumbing Rough-ins (#)	1			
Frame, Hardboard Sheets		100		
Raised Subfloor (% or SF)		100		
Plumbing Fixtures (#)	7			
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
14	Tool Shed	D	1.00	1	1940			400	80	8	20 X 20	1	3	3					5,080	15	760

Building Improvement Components

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

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Parcel Search powered by Aumentum TECHNOLOGIES

Security 1st Title

Report Cover Page

Date:	**10/31/2025**	Prepared For:	**City of Independence**
Order No.:	**3159953**	Owner(s):	**Christine Heartwell**
Issuing Office:	**Security 1st Title** **114 N. Pennsylvania Avenue** **Independence, KS 67301**	Property Address:	**705 Washington St, Independence, KS 67301**

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

Tax Information:

099-30-0-30-12-009.00-0

Security 1st Title

Date: October 31, 2025
Property Address: 705 Washington St, Independence, KS 67301

File No.: 3159953
Title Contact: Mary Jo Wallis
Contact E-mail: mwallis@security1st.com

OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

Effective Date of this Report: October 10, 2025 at 7:00 A.M.

On Real Estate described as:

Lot 9, Block 4, Dunkin's Addition to the City of Independence, Montgomery County, Kansas

The Public Records located in Montgomery County indicate that:

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

   Christine Heartwell

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

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

      General taxes and special assessments for the year 2024 in the amount of $900.14, NOT PAID.

      Tax Parcel No. # 099-30-0-30-12-009-00-0-01

      PIN # IC 3266

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

      General taxes and special assessments for the year 2023 in the amount of $879.12, NOT PAID.

      Tax Parcel No. # 099-30-0-30-12-009-00-0-01

      PIN # IC 3266

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

   General taxes and special assessments for the year 2022 in the amount of $508.62, NOT PAID.

   Tax Parcel No. # 099-30-0-30-12-009-00-0-01

   PIN # IC 3266

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

   General taxes and special assessments for the year 2021 in the amount of $515.72, NOT PAID.

   Tax Parcel No. # 099-30-0-30-12-009-00-0-01

   PIN # IC 3266

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

   General taxes and special assessments for the year 2020 in the amount of $532.96, NOT PAID.

   Tax Parcel No. # 099-30-0-30-12-009-00-0-01

   PIN # IC 3266

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

   General taxes and special assessments for the year 2019 in the amount of $480.04, HALF PAID.

   Tax Parcel No. # 099-30-0-30-12-009-00-0-01

   PIN # IC 3266

This Report is limited to only the information described above.

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

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

Security 1st Title

Mary Jo Wallis

Licensed Abstracter

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 22, 2026

Department **Admin** **Director Approval** **David Cowan**

AGENDA ITEM Public hearing to consider the condemnation of 733 Washington Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends setting a Public Hearing date.

BACKGROUND The structure at 733 Washington Street has been reported to the City regarding squatters and the condition of the structure. City Staff have reviewed the exterior of the structures and found them to be in disrepair, dangerous and unsafe. City Staff is recommending the condemnation of the structure as dangerous and unsafe.

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

SUGGESTED MOTION I move to adopt a resolution condemning 733 Washington Street as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. RESOLUTION 2026-015 - CONDEMNATION - DAYS - 733 Washington
2. Photos 01142026
3. 733 Washington Photos
4. 2025-051 - Condemnation - P_H - 733 Washington
5. 2026 - Notice of Public Hearing Date - 1st Letter - Cert - 11202025
6. 733 Washington St. - Setting Date of Public Hearing
7. 3159957_OE_Report
8. Notes & Parcel - 733 Washington
9. 733 Washington - Determination of Unsafe or Dangerous Structure

RESOLUTION NO. 2026-015

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

Legal Description
Lot 2, Block 4, Dunkin's Addition to the City of Independence, Montgomery County, Kansas

Common Address
733 Washington Street

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 13th day of November 2025, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2025—051**, dated **November 13, 2025**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **November 21, 2025 and November 28, 2025**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

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

Legal Description
Lot 2, Block 4, Dunkin's Addition to the City of Independence, Montgomery County, Kansas

Common Address
733 Washington Street

Mortgage

Is unsafe and dangerous and constitutes a blight and therefore should be and is hereby condemned and it is hereby directed that such structure, or structures, be repaired or removed and the premises made safe and secure. The owner of the structure, or structures, is hereby given **30 days** from the publication of this resolution within which to commence such repair or removal and the premises made safe and secure. If the owner of such structure, or structures fails to diligently prosecute the same until the work is completed, said governing body will cause the structure, or structures, to be razed and removed, in order to make the premises safe and secure.

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

Adopted this 22nd day of January, 2026.

(SEAL)

_____
Mayor

_____
City Clerk

733 Washington

733 Washington Street

State of Kansas, Montgomery County
This instrument was filed for
Record on November 17, 2025 8:47 AM
Recorded in Book 752 Page 58 - 58
Fee: $0.00 202503571

Marilyn Calhoun

Marilyn Calhoun , Register of Deeds

RESOLUTION NO. 2025-051

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

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 13th day of November 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

Legal: Lot 2, Block 4, Dunkin's Addition to the City of Independence, Montgomery County, Kansas.

Common Address: 733 Washington Street.

Mortgage:

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

That a public hearing will be held on Thursday**, January 22, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

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

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

Adopted this 13th day of November 2025.

(SEAL)

Mayor

City Clerk

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY

Date: November 20, 2025

TO: **Jerry Leroy Miller, Jr.**
Lien Holder:

RE: Unsafe or Dangerous Structure at: **733 Washington**

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

On **November 13, 2025**, the City Commission adopted a Resolution for a public hearing to be held on **January 22, 2026, at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at 5:30 p.m. At such hearing, the owner of the Property, the owner's agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

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

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

Thank you for your prompt attention to this matter.

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

David Cowan

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. **2025.051**
Draft Remediation Agreement

cc:

"Delivering Excellence"

CITY OF INDEPENDENCE, KANSAS
Office of the Building Official
120 N. 6th Street • Independence, KS 67301
Phone: (620) 332-2528 • Email: davidc@independenceks.gov

Date: October 28, 2025

To:
Jerry Leroy Miller, Jr.
979 CR 3550
Bartlesville,Ok 74003

RE: Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property
Property Location: 733 Washington

Lien Holder: N/A

Dear Mr. Miller:

On **November 13, 2025**, pursuant to **K.S.A. 12-1752**, the enforcing officer for the City of Independence, Kansas, will request that the **City Commission** set a **public hearing date** to consider whether the structure(s) located at **733 Washington Street** are unsafe or dangerous, and whether they should be ordered by the Governing Body to be repaired or demolished.

The City has received reports from Code Enforcement staff and neighboring residents indicating that the structure(s) at this address are **vacant, deteriorated, and in disrepair**. Observed conditions include **overgrown vegetation, trash and debris accumulation**, **holes in garage roof,** and the fact that **City utility services were last active on May 30, 2025**.

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

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

CITY OF INDEPENDENCE KANSAS

"Delivering Excellence"

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

Commission Meeting – Setting the Date:

- **Date:** **November 13, 2025**
- **Time:** **5:30 PM**
- **Location:** **120 N. 6th – Commission Meeting Room 1st Floor**

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

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

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

Security 1st Title

Report Cover Page

Date:	**10/26/2025**	Prepared For:	**City of Independence**
Order No.:	**3159957**	Owner(s):	**Jerry Leroy Miller, Jr.**
Issuing Office:	**Security 1st Title** **114 N. Pennsylvania Avenue** **Independence, KS 67301**	Property Address:	**733 Washington St, Independence, KS 67301**

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

Tax Information:

063-099-30-0-30-12-002.00-0

Security 1st Title

Date: October 26, 2025
Property Address: 733 Washington St, Independence, KS 67301

File No.: 3159957
Title Contact: Ronda Ballew
Contact E-mail: rballew@security1st.com

OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

Effective Date of this Report: October 10, 2025 at 7:00 A.M.

On Real Estate described as:

Lot 2, Block 4, Dunkin's Addition to the City of Independence, Montgomery County, Kansas

The Public Records located in Montgomery County indicate that:

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

   Jerry Leroy Miller, Jr.

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

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

      General taxes and special assessments for the year 2024 in the amount of $575.56, Paid.

      Tax Parcel No. # 063-099-30-0-30-12-002.00-0

      PIN # IC 3259

This Report is limited to only the information described above.

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

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

Security 1st Title

Mary Jo Wallis

Licensed Abstracter

Address: 733 Washington

Utility Account: Y (N) **Last Active Service Date:** 5/30/2025

Parcel: (Y) N **Pictures:** Structure-House-Yard-Sides-Rear-Rear Yard

Holes in Roof: (Y) N

Notes: Tree fell on Back & Garage - Lots of squatters

Missing Windows: (Y) N

Notes: Broken & Missing

Open Doors: Y (N)

Notes:

Yard ~~Not~~ Mowed: Y (N) **Trash or Debris:** Y (N)

Notes: Lots of overgrowth

Other Notes:
Neighbor said squatters in & out - tree fell on Back
Squatters @ 705 - car everynight @ 721

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 063-099-30-0-30-12-002.00-0
Quick Ref ID: 6110

Owner Information

Owner Name	MILLER, JERRY LEROY, Jr
Address	979 CR 3550 BARTLESVILLE, OK 74003

Property Situs Address

Address	733 WASHINGTON ST, Independence, KS 67301

Land Based Classification System

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

General Property Information

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

Property Factors

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

2025 Appraised Value

Class	Land	Building	Total
Residential - R	10,580	21,340	31,920
Total	10,580	21,340	31,920

2024 Appraised Value

Class	Land	Building	Total
Residential - R	10,590	19,520	30,110
Total	10,590	19,520	30,110

Tract Description

DUNKINS ADD, S30, T32, R16, BLOCK 4, Lot 2; Lot Width: 050.0 Lot Depth: 124.3 Plat Book/Page 4 /22 Lot Width: 050.0 Lot Depth: 124.3 Deed Book/Page 544 /137 544 /111 543 /190 400 /076 400 /011 382 /529 347 /038

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
744	1483	740	406				

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	6150										10,580

Dwelling Information

Dwelling Information	
Res Type	Single-family Residence
Quality	AV-
Year Built	1900
Eff Year	
MS Style	One Story
LBCSStruct	Detached SFR unit
No. of Units	
Total Living Area	
Calculated Area	1,312
Main Floor Living Area	1,312
Upper Floor Living Area Pct.	
CDU	FR
Phys/Func/Econ	PR/ /
Ovr Pct Gd/RCN	/175,410
Remodel	
Percent Complete	
Assessment Class	
MU Cls/Pct	

Comp Sales Information	
Arch Style	Bungalow
Bsmt Type	Partial - 3
Total Rooms	5
Bedrooms	2
Family Rooms	
Full Baths	1
Half Baths	
Garage Cap	
Foundation	Stone - 4

Dwelling Components

Code	Units	Pct	Quality	Year
Enclosed Wood Deck (SF), Solid Wall	50			
Frame, Siding, Wood		100		
Total Basement Area (SF)	531			
Wall Furnace		100		
Plumbing Rough-ins (#)	1			
Raised Slab Porch (SF)	25		2	1900
Wood Deck (SF) with Roof	176			
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
58	Tool Shed	D	1.00	1	1940			216	60	8	18 X 12	1	1	1					3,130	2	60

Building Improvement Components

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

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Parcel Search powered by Aumentum™ TECHNOLOGIES

Department of Building & Code Enforcement
120 N. 6th Street
Independence, Kansas 67301

"Delivering Excellence"

DETERMINATION OF UNSAFE OR DANGEROUS STRUCTURE

Date:
Address: **733 Washington St.**
Owner: **Jerry Leroy Miller Jr.**
Parcel No.: **063-099-30-0-30-12-002.00-0**
Legal Description: **Lot 2, Block 4, Dunkin's Addition to the City of Independence, Montgomery County, Kansas**

Date of Inspection:

The City of Independence, Kansas, has determined that the above-described structures or property are "unsafe", "dangerous", "hazardous", and/or "unfit for human occupancy" under the City Codes and Ordinance 4466 as adopted for the following reasons:

UNSAFE STRUCTURES

_XX_ Does not provide minimum safeguards to protect or warn occupants in the event of fire.
___ Such structure contains unsafe infrastructure, structure or equipment
_XX Such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Additional Findings: Overgrown vegetation, missing or broken windows, dilapidated garage,

DANGEROUS STRUCTURES

☐ Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the City as related to the requirements for existing buildings.

☐ The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

☐ Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ Any portion of a building, or any member, appurtenance, or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

XX The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

XX The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

☐ The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children that might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

☐ A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

☐ Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

☐ Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

STRUCTURES UNFIT FOR HUMAN OCCUPANCY

XX A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by City Code and IBC, as adopted by the City, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 22, 2026

Department **Admin** **Director Approval** **David Cowan**

AGENDA ITEM Public hearing to consider condemnation of 401 S. 2nd Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City staff recommends condemnation.

BACKGROUND

On May 3, 2025, a structure located at 401 S. 2nd Street sustained extensive damage as the result of a fire. The incident caused significant fire damage to the second floor and substantial water damage to both the first and second floors. At the time of the fire, the structure was uninsured. The most recent communication with the property owner prior to the incident indicated an intent to sell the property.

Subsequent communication suggested that the property may have been sold. City staff worked to verify this information and has since confirmed that the property has been sold. The City has been in contact with the realtor involved in the transaction. The new owner is not fluent in English; therefore, the realtor will be present at the meeting to assist with communication and to respond to questions from the Commission. Staff has been informed that the owner's son purchased the property with the intent to remodel the residence and relocate his mother into the home.

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

SUGGESTED MOTION Commission options:
1. I move to adopt a resolution to condemn the property at 401 S. 2nd Street as dangerous and unsafe.
2. I move to adjourn the public hearing of 401 S. 2nd Street until May 28, 2026, at 5:30 pm.

SUPPORTING DOCUMENTS

1. RESOLUTION 2026-016 - CONDEMNATION - DAYS - 401 S 2nd
2. Pic 1
3. Pic 2
4. 401 S. 2nd 01142026
5. RESOLUTION 2025-050 - CONDEMNATION - PH - 401 S 2nd
6. 401 S 2nd - Notice of setting P-H Letter- 11132025
7. Parcel Listing - 401 S. 2nd
8. 3130815_OE_Report

RESOLUTION NO. 2026-015

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

Legal Description
Lot 2, Block 4, Dunkin's Addition to the City of Independence, Montgomery County, Kansas

Common Address
733 Washington Street

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 13th day of November 2025, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2025—051**, dated **November 13, 2025**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **November 21, 2025 and November 28, 2025**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

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

Legal Description
Lot 2, Block 4, Dunkin's Addition to the City of Independence, Montgomery County, Kansas

Common Address
733 Washington Street

Mortgage

Is unsafe and dangerous and constitutes a blight and therefore should be and is hereby condemned and it is hereby directed that such structure, or structures, be repaired or removed and the premises made safe and secure. The owner of the structure, or structures, is hereby given **30 days** from the publication of this resolution within which to commence such repair or removal and the premises made safe and secure. If the owner of such structure, or structures fails to diligently prosecute the same until the work is completed, said governing body will cause the structure, or structures, to be razed and removed, in order to make the premises safe and secure.

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

Adopted this 22nd day of January, 2026.

(SEAL)

_____
Mayor

_____
City Clerk

401

State of Kansas, Montgomery County
This instrument was filed for
Record on November 17, 2025 8:46 AM
Recorded in Book 752 Page 57 - 57
Fee: $0.00 202503570
Marilyn Calhoun , Register of Deeds

RESOLUTION NO. 2025-050

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

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 13th day of November 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

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

Common Address: 401 S. 2nd Street.

Mortgage:

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

That a public hearing will be held on Thursday, **January 22, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

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

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

Adopted this 13th day of November 2025.

(SEAL)

Mayor

City Clerk

CITY OF INDEPENDENCE SEAL KANSAS

CERTIFIED COPY
DAVID W. SCHWENKER
CITY CLERK

CITY OF INDEPENDENCE KANSAS

"Delivering Excellence"

October 27, 2025

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

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

Dear Ms. House:
I am writing to you concerning the property at 401 S. 2nd Street. The City of Independence will set a Public Hearing to consider condemnation of 401 S. 2nd as dangerous and unsafe on **November 13, 2025,** for **January 22, 2026 at 5:30 PM** before the Independence City Commission at 120 N. 6th Street.

To avert condemnation of the aforementioned property, the ensuing actions must be expeditiously undertaken:

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

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

Setting Public Hearing:
Date: November 13, 2025
Time: 5:30 PM
Location: 120 N. 6th Street – City Commission Meeting

Your timely cooperation in this matter is appreciated.
Sincerely,
David J. Cowan

David Cowan

Print Page

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

Owner Information

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

Property Situs Address

Address	401 S 2ND ST, Independence, KS 67301

Land Based Classification System

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

General Property Information

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

Property Factors

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

2025 Appraised Value

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

2024 Appraised Value

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

Tract Description

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

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
559	773						

Market Land Information

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

Dwelling Information

Dwelling Information	
Res Type	Single-family Residence
Quality	AV
Year Built	1870
Eff Year	
MS Style	1 1/2 Story Finished
LBCSStruct	Detached SFR unit
No. of Units	
Total Living Area	
Calculated Area	2,070
Main Floor Living Area	1,095
Upper Floor Living Area Pct.	89
CDU	FR-
Phys/Func/Econ	PR/ /
Ovr Pct Gd/RCN	/251,040
Remodel	
Percent Complete	
Assessment Class	
MU Cls/Pct	

Comp Sales Information	
Arch Style	Old Style
Bsmt Type	Full - 4
Total Rooms	6
Bedrooms	3
Family Rooms	
Full Baths	1
Half Baths	1
Garage Cap	2
Foundation	Stone - 4

Dwelling Components

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

Building Improvements

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

Building Improvement Components

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

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Parcel Search powered by Aumentum TECHNOLOGIES

Security 1st Title

Report Cover Page

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

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

Tax Information:

099-31-0-10-33-001.00-0

Security 1st Title

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

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

OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

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

On Real Estate described as:

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

The Public Records located in Montgomery County indicate that:

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

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

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

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

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

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

      PIN # IC 1423

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

This Report is limited to only the information described above.

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

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

Security 1st Title

Mary Jo Wallis

Licensed Abstracter

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 22, 2026

Department **Admin** **Director Approval** **Kelly Passauer**

AGENDA ITEM Consider adopting a resolution for a conditional use permit to allow a kennel in a C-2, commercial services district, at 112 S 25th Street.

SUMMARY RECOMMENDATION City staff recommends approval of the Conditional Use Permit for 112 S 25th Street to allow a kennel within the existing structure, subject to conditions.

BACKGROUND Mark Ferrell submitted an application to operate a kennel at for a Conditional Use Permit to operate a kennel at 112 S 25th Street. The property is currently zoned C-2 (General Commercial), and kennels require a conditional use permit under the Independence Zoning Code.

Planning Commission Action

- The Planning and Zoning Commission held a public hearing on January 6, 2026.
- One individual attended with the intent to speak regarding concerns; however, after reviewing the information provided by the applicant, the individual stated the concerns were resolved and expressed support for the request moving forward.
- Staff also received a call from an additional individual who raised concerns related to waste and noise. The individual was encouraged to either attend the public hearing (in person or by phone) to present those concerns to the Planning Commission, or to submit a written summary for inclusion in the meeting materials (with the option to be provided anonymously). The individual did not attend the hearing and did not submit written comments for the record.
- To address concerns raised during the review process, conditions of approval for the CUP are recommended by staff and the planning board related to operational limits, outdoor activity, and sanitation (these conditions are listed in the next section and are fully laid out in the attached resolution).
- After discussion, the Planning Commission voted 9-0 to recommend approval of the Conditional Use Permit.

Recommended Conditions of Approval
City staff and the planning board recommends the following conditions to the conditional use permit, which have been included in the attached resolution:

- Maximum Capacity. The maximum number of dogs permitted on-site at any one time shall not exceed the limit allowed under applicable Kansas kennel regulations
- Hours of Operation. Operations are limited to 7:00 a.m. to 10:00 p.m.
- Outdoor Activity. Dogs may be outdoors only for brief, supervised periods; dogs shall not be left unattended outdoors.

- Screening. Screening and fencing shall be installed and maintained in compliance with the zoning code.
- Sanitation / Waste. Waste shall be removed promptly; outdoor areas shall be cleaned and maintained to control odor and pests; compliance with applicable county/state health requirements is mandatory.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to adopt Resolution 2026-017 authorizing a Conditional Use Permit for a kennel (boarding only) at 112 S 25th Street as recommended by the Planning and Zoning Commission, subject to conditions.

SUPPORTING DOCUMENTS

1. Resolution 2026-017 - Conditional Use Permit for 112 S 25th
2. 01062026 PZ Staff Report - 112 S 25th St CUP

RESOLUTION NO. 2026-017

A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT FOR A "KENNEL, BOARDING ONLY" IN A C-2, COMMERCIAL SERVICES DISTRICT AT 112 S 25TH Street.

WHEREAS, at a public hearing conducted on January 6, 2026, the Independence Planning and Zoning Commission voted to approve a request for a conditional use permit for a "Kennel" in a C-2, commercial services district at 112 S. 25th Street.

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

The recommendation of the Independence Planning & Zoning Commission to issue a conditional use permit for a "Kennel" in a C-2, commercial services district at 112 S. 25th Street, is approved as hereinafter modified.

The property in question has the legal description as described:

Block 3, Lots 11 and 12, Pughs 1st Addition to the City of Independence, Montgomery County, Kansas, commonly known as 112 S. 25th Street.

With the following provisions:

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 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.
h. The maximum number of dogs permitted on-site at any one time shall not exceed the limit allowed under applicable Kansas kennel regulations.
i. The kennel shall operate only between the hours of 7:00 a.m. and 10:00 p.m. No outdoor activity involving dogs shall occur outside these hours.
j. Dogs shall not be kept outdoors except for brief, supervised periods for restroom or exercise purposes. Dogs shall not be left unattended outdoors.
k. Screening and fencing shall be maintained in accordance with Section 1006.1(c) of the zoning code. Any required screening shall be continuously maintained in good condition.
l. All animal waste shall be removed promptly. Kennel run and outdoor areas shall be cleaned and disinfected regularly. The operation shall comply with all applicable county and state health code requirements**.**
m. The operation shall be conducted in a manner that minimizes noise impacts on surrounding properties. Repeated or sustained nuisance-level noise may be grounds for enforcement action or permit revocation.
n. The permit holder shall comply with all applicable local, county, and state regulations, including but not limited to licensing, health, building codes, and off-street parking regulations.

Adopted and approved by the Governing Body of the City of Independence, Kansas, on this 22nd day of January, 2026.

(Attest)

_____ _____

Dean A. Hayse, Mayor David Schwenker, City Clerk

REQUEST FOR PLANNING COMMISSION ACTION CONDITIONAL USE PERMIT (VOTED ON BY PLANNING BOARD) AND VARIANCE (VOTED ON BY THE ZONING BOARD ONLY) CITY OF INDEPENDENCE JANUARY 6, 2026

Department Admin **Prepared By Kayla Schabel**

AGENDA ITEM Public hearing to receive comments on a conditional use permit to allow a kennel in a C-2 commercial services district.

SUMMARY RECOMMENDATION Based on the analysis provided, and upon a finding that the criteria in Section 902.2 of the zoning code are met, staff recommends the Planning Commission recommend approval of the Conditional Use Permit to the Governing Body, subject to conditions.

BACKGROUND REQUEST AND BACKGROUND
The applicant is requesting approval of a Conditional Use Permit (CUP) to operate a boarding-only kennel on property zoned C-2 Commercial, as permitted under Article X, Section 1006.0 of the zoning code.
This request is accompanied by a separate variance request, which is addressed under a different agenda item. Approval of the conditional use is contingent upon compliance with applicable standards and any conditions deemed necessary by the Planning Commission and Governing Body.

CONDITIONAL USE ANALYSIS
Sec. 902.2 – Action by the Planning Commission
"902.2. Action by the planning commission: Upon receiving the application for conditional use permit from the zoning administrator, the planning commission shall publish notice and hold public hearing on the proposal. Procedures for public hearings shall be handled the same as a zoning amendment as described in section 1603.0 of the zoning code. If the planning commission determines that additional information should be provided to it before making a decision, the planning commission may adjourn the public hearing to a new date and require the applicant to provide such additional information. 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 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."

A. Compliance with Applicable Regulations
Kennels are permitted as a conditional use in the C-2 zoning district pursuant to Section 1006.0. Subject to approval of the companion variances, the proposed boarding-only kennel complies with the applicable provisions of the zoning code, including intensity of use and operational limitations.

B. Public Welfare and Convenience
The proposed kennel provides a commercial service within an established commercial corridor along South 25th Street. Locating this use in a C-2 district supports orderly development patterns and avoids impacts to residential neighborhoods. Staff finds that the use will contribute to the convenience of the public.

C. Impact on Property Values
The surrounding area is characterized by storage units, warehouse uses, and other commercial operations. Given the absence of nearby residential properties and the limited scale of the proposed use, staff finds that the kennel will not cause substantial injury to the value of neighboring properties.

D. Location, Scale, and Intensity
The kennel will operate within an existing one-story commercial building, with no expansion proposed. The applicant has indicated:
- A maximum of 25 dogs on-site at any one time;
- Dogs will be taken outdoors only briefly and under supervision;
- Dogs will not be kept outdoors;
- Hours of operation will be 7:00 a.m. to 10:00 p.m..

Screening requirements can be enforced as conditions of approval. Based on these factors, staff finds that the use will not dominate or overwhelm surrounding commercial properties.

E. Parking, Utilities, and Access
Off-street parking is provided on-site in accordance with Article VII. Adequate utilities and services are available to support the use. Sanitation practices include immediate waste removal and routine cleaning of the dog run area, which assists with odor control. The site has direct access from South 25th Street, as well as alley access. Traffic generated by the use is expected to be minimal and limited to business hours.

CONDITIONAL USE PERMIT RECOMMENDATION
Staff recommends approval of the Conditional Use Permit for a boarding-only kennel, subject to conditions deemed necessary to protect surrounding properties and ensure compliance, including but not limited to:
- The maximum number of dogs on-site shall not exceed 25.
- Hours of operation shall be limited to 7:00 a.m. to 10:00 p.m.
- Dogs shall not be kept outdoors except for supervised, temporary use.
- Screening and fencing shall be maintained in accordance with Section 1006.1.

- The operation shall comply with all applicable county and state health standards.

RECOMMENDED MOTION

Based on the analysis provided, and upon a finding that the criteria in Section 902.2 of the zoning code are met, staff recommends the Planning Commission recommend approval of the Conditional Use Permit to the Governing Body, subject to conditions.

"I move that the Planning Commission find that the proposed boarding-only kennel meets the criteria set forth in Section 902.2 of the zoning code and recommend approval of the Conditional Use Permit to the Governing Body, subject to conditions."

SUPPORTING DOCUMENTS

1. Public Hearing Notice 112 S 25th
2. Notification Sent Map - 250 ft
3. Notification Address List
4. Zoning Map 112 S 25th
5. Resolution 2026- Conditional Use Permit for 112 S 25th

City of Independence, Kansas

NOTICE TO THE PUBLIC

The Independence, Kansas, Board of Zoning Appeals will conduct a public hearing on:

Tuesday, January 6, 2026, at 5:30 p.m.

To receive comments on the following zoning requests: 1) a conditional use permit to allow a kennel in a C-2 commercial services district, and 2) a variance from the special conditions required for a kennel, specifically a reduction in the minimum lot size required for a kennel use and a reduction in the minimum setback distance required for structures used in connection with the kennel.

Common Address:
112 South 25th Street

Legal Description:
Block 3, Lots 11 and 12, Pughs 1st Addition to the City of Independence, Montgomery County, Kansas.

Applicant/Owners:
Mark Ferrell

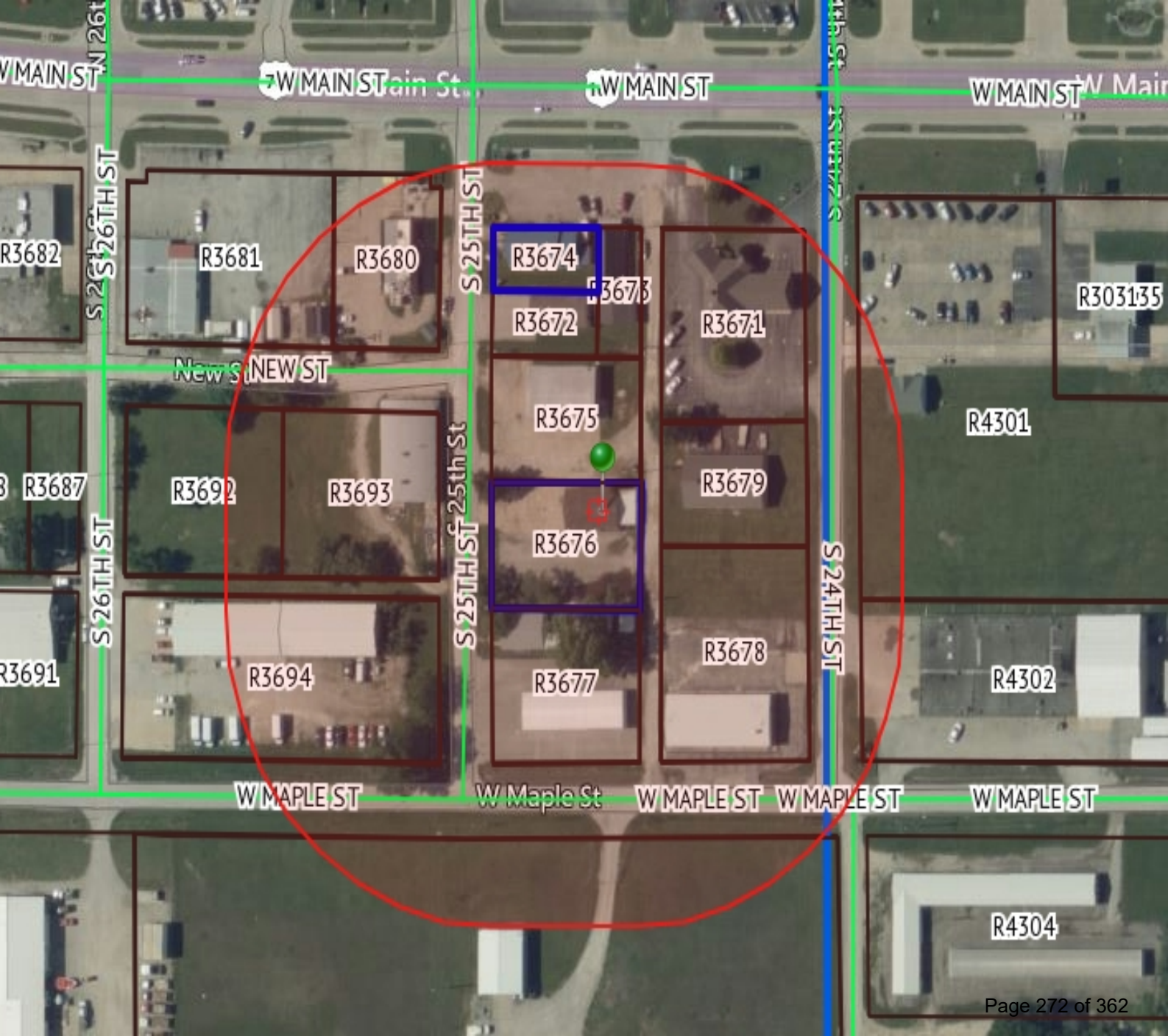
Case Number:
2026/CUP/01

The hearing will be conducted in the Commission Room, City Hall, 120 North Sixth Street, Independence, Kansas, and will begin at 5:30 p.m. All interested persons should attend, and they will be heard. You may also participate via conference call: +1 785-289-4727 Conference ID: 820 754 218# Persons wishing to comment, but who cannot attend this hearing, should provide their written comments to:

Kayla Schabel
Zoning Administrator
120 North Sixth Street
Independence, KS 67301
(620) 301-0266

Information regarding this application is available in the Zoning Administrator's office. If special accommodation is required, please inform the Zoning Administrator.

Kayla Schabel, Zoning Administrator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R3687
R3692
R3693
R3679
R3676
R3691
R3694
R3677
R3678
R4302
R4304

Quick Ref I	Parcel Num	Situs	Taxing Unit	Function	Neighborhc	Owner	Mailing Adc	Total Ac
R3674	063-087-35	1817 W MA	108 INDEP	Commercia	208.M	STOVER, J	RESTORE	0.12
R3673	063-087-35	1813 W MA	108 INDEP	Commercia	208.M	DODSON,	PO BOX 21	0.1
R3692	063-087-35	00000 NEV	108 INDEP	Commercia	208.C	SPARTAN	125 S 26TH	0.46
R3693	063-087-35	1901 NEW	108 INDEP	Commercia	208.C	FALCON R	3963 CR 52	0.45
R3675	063-087-35	108 S 25TH	108 INDEP	Residential	208.C	PASTERNA	2411 GARY	0.32
R3672	063-087-35	106 S 25TH	108 INDEP	Commercia	208.C	MATLOCK,	3423 RUSS	0.12
R3679	063-087-35	00000 S 24	108 INDEP	Vacant	208.C	FIRSTOAK	ATTN: SHA	0.31
R3695	063-087-35	1845 W MA	035 INDEP	Commercia	900	CABLE ON	C/O RYAN	0
R3677	063-087-35	128 S 25TH	108 INDEP	Commercia	108.A	MUNINGEF	3000 MAJE	0.16
R3694	063-087-35	1922 W MA	108 INDEP	Commercia	208.C	FOUR COL	PO BOX 68	0.92
R3678	063-087-35	127 S 24TH	108 INDEP	Commercia	208.C	BLACKARI	PO BOX 40	0.55
R3681	063-087-35	1921 W MA	108 INDEP	Commercia	208.M	DO, THANI	2213 W MA	0.61
R3680	063-087-35	1901 W MA	108 INDEP	Commercia	208.M	DO, THANI	2213 W MA	0.32
R3676	063-087-35	112 S 25TH	108 INDEP	Commercia	208.C	MARSHALL	4635 CR 43	0.32
R3671	063-087-35	1801 W MA	108 INDEP	Commercia	208.M	FIRSTOAK	ATTN: SHA	0.48
R4302	063-087-36	120 S 24TH	108 INDEP	Commercia	208.C	SEKTAM C	120 S 24TH	0.9
R4301	063-087-36	1717 W MA	108 INDEP	Commercia	208.M	LAY, JOHN	4111 CR 16	1.82

Sq Ft	Latitude	Longitude	Area	Area Units	Perimeter	Perimeter Units
5045	37.22307	-95.7298	5033.2	Square Fee	300.1	Feet
4212	37.22299	-95.7296	4209.3	Square Fee	287.6	Feet
19941	37.22256	-95.731	19945.6	Square Fee	565.8	Feet
19583	37.22255	-95.7304	19540.1	Square Fee	560	Feet
13951	37.22271	-95.7298	13964	Square Fee	479.9	Feet
5244	37.22292	-95.7298	5247.6	Square Fee	304.7	Feet
13616	37.22257	-95.7292	13636.6	Square Fee	473.5	Feet
417157	37.22095	-95.73	417062.6	Square Fee	2584.7	Feet
17131	37.22213	-95.7298	17107	Square Fee	524.3	Feet
38986	37.22215	-95.7307	38994.9	Square Fee	860.3	Feet
23888	37.2222	-95.7292	23867.4	Square Fee	621	Feet
26655	37.22306	-95.7309	26666.6	Square Fee	665.2	Feet
13927	37.22306	-95.7304	13955.7	Square Fee	479.6	Feet
14079	37.22244	-95.7298	14093.7	Square Fee	481.6	Feet
20725	37.22292	-95.7292	20722.9	Square Fee	576.8	Feet
39159	37.22214	-95.7283	39111.4	Square Fee	868.2	Feet
79250	37.22276	-95.7283	79302.2	Square Fee	1257.7	Feet

C-2
M-1
M-2
R-2
C-4

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT FOR A "KENNEL, BOARDING ONLY" IN A C-2, COMMERCIAL SERVICES DISTRICT AT 112 S 25TH Street.

WHEREAS, at a public hearing conducted on January 6, 2026, the Independence Planning and Zoning Commission voted to approve a request for a conditional use permit for a "Kennel" in a C-2, commercial services district at 112 S. 25th Street.

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

The recommendation of the Independence Planning & Zoning Commission to issue a conditional use permit for a "Kennel" in a C-2, commercial services district at 112 S. 25th Street, is approved as hereinafter modified.

The property in question has the legal description as described:

Block 3, Lots 11 and 12, Pughs 1st Addition to the City of Independence, Montgomery County, Kansas, commonly known as 112 S. 25th Street.

With the following provisions:

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 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.

h. The number of dogs boarded on the property at any one time shall not exceed twenty-five (25).
i. The kennel shall operate only between the hours of 7:00 a.m. and 10:00 p.m. No outdoor activity involving dogs shall occur outside these hours.
j. Dogs shall not be kept outdoors except for brief, supervised periods for restroom or exercise purposes. Dogs shall not be left unattended outdoors.
k. Screening and fencing shall be maintained in accordance with **Section 1006.1(c)** of the zoning code. Any required screening shall be continuously maintained in good condition.
l. All animal waste shall be removed promptly. Kennel run and outdoor areas shall be cleaned and disinfected regularly. The operation shall comply with all applicable county and state health code requirements**.**
m. The operation shall be conducted in a manner that minimizes noise impacts on surrounding properties. Repeated or sustained nuisance-level noise may be grounds for enforcement action or permit revocation.
n. The permit holder shall comply with all applicable local, county, and state regulations, including but not limited to licensing, health, building codes, and off-street parking regulations.

Adopted and approved by the Governing Body of the City of Independence, Kansas, on this 22nd day of January, 2026.

(Attest)

_____ _____

[INSERT], Mayor David Schwenker, City Clerk

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 22, 2026

Department **Admin** **Director Approval** **David Cowan**

AGENDA ITEM Consider setting the date of March 26, 2026, for a Public Hearing to consider the condemnation of 1312 N. 10th Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends setting a Public Hearing date.

BACKGROUND

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

Based on these conditions, City staff recommends setting a public hearing to consider the condemnation of the structure.

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

SUGGESTED MOTION I move to adopt a resolution setting the date of March 26, 2026, at 5:30 pm for a Public Hearing to consider the condemnation of 1312 N. 10th Street as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. RESOLUTION 2026-018 - CONDEMNATION - PH - 1312 N 10th
2. Photos of 1312 N. 10th
3. 2026 - Setting Date of Public Hearing
4. Notes & Parcel - 1312 N 10th

RESOLUTION NO. 2026-018

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

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 22nd day of January 2026, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

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

Common Address: 1312 N 10th St.

Mortgage:

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

That a public hearing will be held on Thursday**, March 26, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

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

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

Adopted this 22nd day of January 2026.

(SEAL)

_____
Mayor

_____
City Clerk

1312 N. 10th Street

"Delivering Excellence"

CITY OF INDEPENDENCE, KANSAS
Office of the Building Official
120 N. 6th Street • Independence, KS 67301
Phone: (620) 332-2528 • Email: davidc@independenceks.gov

Date: January 9, 2026

To:
Scott Russell
308 S. 10th
Independence, Ks. 67301

RE: Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property
Property Location: 1312 N. 10th

Lien Holder:

Dear Mr. Russell

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

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

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

1. **Mortgage/Lien Holder Information** – Provide the City with the current mortgage or lien holder and insurance information.

2. **Structural Repair** – If you intend to repair the structure, submit a **detailed plan and timeline** outlining the steps you will take to restore the building to a safe and usable condition.

CITY OF INDEPENDENCE KANSAS

"Delivering Excellence"

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

Commission Meeting – Setting the Date for a Public Hearing:

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

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

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

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

Address: 312 N. 10th

Utility Account: Y (N) **Last Active Service Date:** 8/15/2022

Parcel: (Y) N **Pictures:** Structure-House-Yard-Sides-Rear-Rear Yard

Holes in Roof: Y N

Notes:

Missing Windows: (Y) N

Notes: Missing/Broken/Boarded up

Open Doors: Y (N)

Notes:

Yard ~~Not~~ Mowed: Y (N) **Trash or Debris:** (Y) N

Notes: Lots of overgrowth Garage-Carport-Backyard

Other Notes: Lots of Boards - disrepair

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The Parcel Number for this Property is 063-099-30-0-20-06-008.00-0
Quick Ref ID: 5693

Owner Information

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

Property Situs Address

Address	1312 N 10TH ST, Independence, KS 67301

Land Based Classification System

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

General Property Information

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

Property Factors

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

2025 Appraised Value

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

2024 Appraised Value

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

Tract Description

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

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
386	432						

Market Land Information

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

Dwelling Information

Dwelling Information	
Res Type	Single-family Residence
Quality	FR
Year Built	1920
Eff Year	
MS Style	1 1/2 Story Finished
LBCSStruct	Detached SFR unit
No. of Units	
Total Living Area	
Calculated Area	1,052
Main Floor Living Area	884
Upper Floor Living Area Pct.	19
CDU	FR-
Phys/Func/Econ	PR/ /
Ovr Pct Gd/RCN	/134,960
Remodel	
Percent Complete	
Assessment Class	
MU Cls/Pct	

Comp Sales Information	
Arch Style	Bungalow
Bsmt Type	Full - 4
Total Rooms	5
Bedrooms	2
Family Rooms	
Full Baths	1
Half Baths	
Garage Cap	
Foundation	Concrete - 2

Dwelling Components

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

Building Improvements

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

Building Improvement Components

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

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REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 22, 2026

Department **Admin** **Director Approval** **David Cowan**

AGENDA ITEM Consider setting the date of March 26, 2026, for a Public Hearing to consider the condemnation of 1924 N. 10th Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends setting the date.

BACKGROUND On January 5, 2026, a vehicle fire at 1924 N. 10th Street extended to the residence, causing extensive damage to two bedrooms. Upon further investigation by Fire-EMS, the structure was determined to be in poor condition, uninhabitable, and unsafe. City staff recommends setting a public hearing for March 26, 2026, at 5:30 p.m. to consider condemnation of the structure.

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

SUGGESTED MOTION I move to adopt a resolution setting the date of March 26, 2026, at 5:30 pm for a Public Hearing to consider the condemnation of 1924 N. 10th Street as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. RESOLUTION 2026-019 - CONDEMNATION - PH - 1924 N 10th
2. Picture
3. 2026 - Setting Date of Public Hearing
4. PARCEL
5. 3170912_OE_Report

RESOLUTION NO. 2026-019

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

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 22nd day of January 2026, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

Legal: The North 46 feet of Lot 8 and the South 3 feet of Lot 7, Block 2, Highland Park Addition #2 to the City of Independence, Montgomery County, Kansas.

Common Address: 1924 N 10th St.

Mortgage:

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

That a public hearing will be held on Thursday**, March 26, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

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

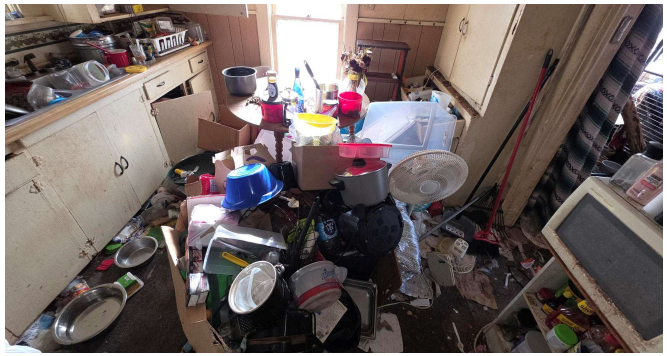
Be it further resolved by the Governing Body of the City of Independence that its authority for the actions set forth herein is established pursuant to K.S.A. 12-1751 ET. SEQ.

Adopted this 22nd day of January 2026.

(SEAL)

_____
Mayor

_____
City Clerk



1924 N. 10th

"Delivering Excellence"

CITY OF INDEPENDENCE, KANSAS
Office of the Building Official
120 N. 6th Street • Independence, KS 67301
Phone: (620) 332-2528 • Email: davidc@independenceks.gov

Date: January 5, 2026

To:
Ryan Pryne
221 N. 3rd St.
Decatur, In 46733

RE: Notice of Setting a Date for a Public Hearing to Consider Condemnation of Property
Property Location: **1924 N. 10th Street**
Lien Holder:

Dear Mr. Pryne

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

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

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

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

Commission Meeting – Setting the Date:

- **Date: January 22, 2026**

CITY OF
INDEPENDENCE
KANSAS
"Delivering Excellence"

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

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

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

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

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

Owner Information

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

Property Situs Address

Address	1924 N 10TH ST, Independence, KS 67301

Land Based Classification System

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

General Property Information

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

Property Factors

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

2025 Appraised Value

Class	Land	Building	Total
Residential - R	10,740	11,200	21,940
Total	10,740	11,200	21,940

2024 Appraised Value

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

Tract Description

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

Deed Information

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

Market Land Information

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

Dwelling Information

Dwelling Information	
Res Type	Single-family Residence
Quality	FR-
Year Built	1900
Eff Year	
MS Style	One Story
LBCSStruct	Detached SFR unit
No. of Units	
Total Living Area	
Calculated Area	1,396
Main Floor Living Area	1,396
Upper Floor Living Area Pct.	
CDU	PR
Phys/Func/Econ	PR/ /
Ovr Pct Gd/RCN	/148,280
Remodel	
Percent Complete	
Assessment Class	
MU Cls/Pct	

Comp Sales Information	
Arch Style	Bungalow
Bsmt Type	Crawl - 2
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		
Raised Subfloor (% or SF)		100		
Plumbing Rough-ins (#)	1			
Open Slab Porch (SF)	130		2	1987
Enclosed Wood Deck (SF), Solid Wall	128			
Wood Deck (SF) with Roof	66		1	
Composition Shingle		100		

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

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Security 1st Title

Report Cover Page

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

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

Tax Information:

094-19-0-30-04-008.00-0

Security 1st Title

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

File No.: 3170912
Title Contact: Mary Jo Wallis
Contact E-mail: mwallis@security1st.com

OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:
City of Independence
David Cowan
120 N. 6th Street
Independence, KS 67301

Effective Date of this Report: January 02, 2026 at 7:00 A.M.

On Real Estate described as:

The North 46 feet of Lot 8 and the South 3 feet of Lot 7, Block 2, Highland Park Addition #2 to the City of Independence, Montgomery County, Kansas

The Public Records located in Montgomery County indicate that:

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

   Ryan Patrick Pryne

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

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

      General taxes and special assessments for the year 2025 in the amount of $411.46, NOT PAID.

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

      PIN # IC 6247

This Report is limited to only the information described above.

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

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

Security 1st Title

Mary Jo Wallis

Licensed Abstracter

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 22, 2026

Department **Public Works & Utilities** **Director Approval** **John Garris**

AGENDA ITEM Consider accepting a High-Risk Urban Road grant for safety enhancements at high-traffic intersections.

SUMMARY RECOMMENDATION Authorize acceptance.

BACKGROUND An analysis by KDOT showed that most fatal and serious injury crashes at stop-controlled intersections occurred on the local network within urban area boundaries, especially on roads classified as a major collector or minor arterial.

As such, KDOT has initiated a grant program for improving the safety of these intersections. They will order new stop signs, new "stop ahead" signs, reflective sheeting for posts, and thermoplastic stop bars. The City's responsibility would be the installation of the materials within 6 months and maintaining them for three years. As these are the busiest intersections in the City that are not part of the KDOT system, this grant would enhance the safety of those intersections at minimal cost to the City.

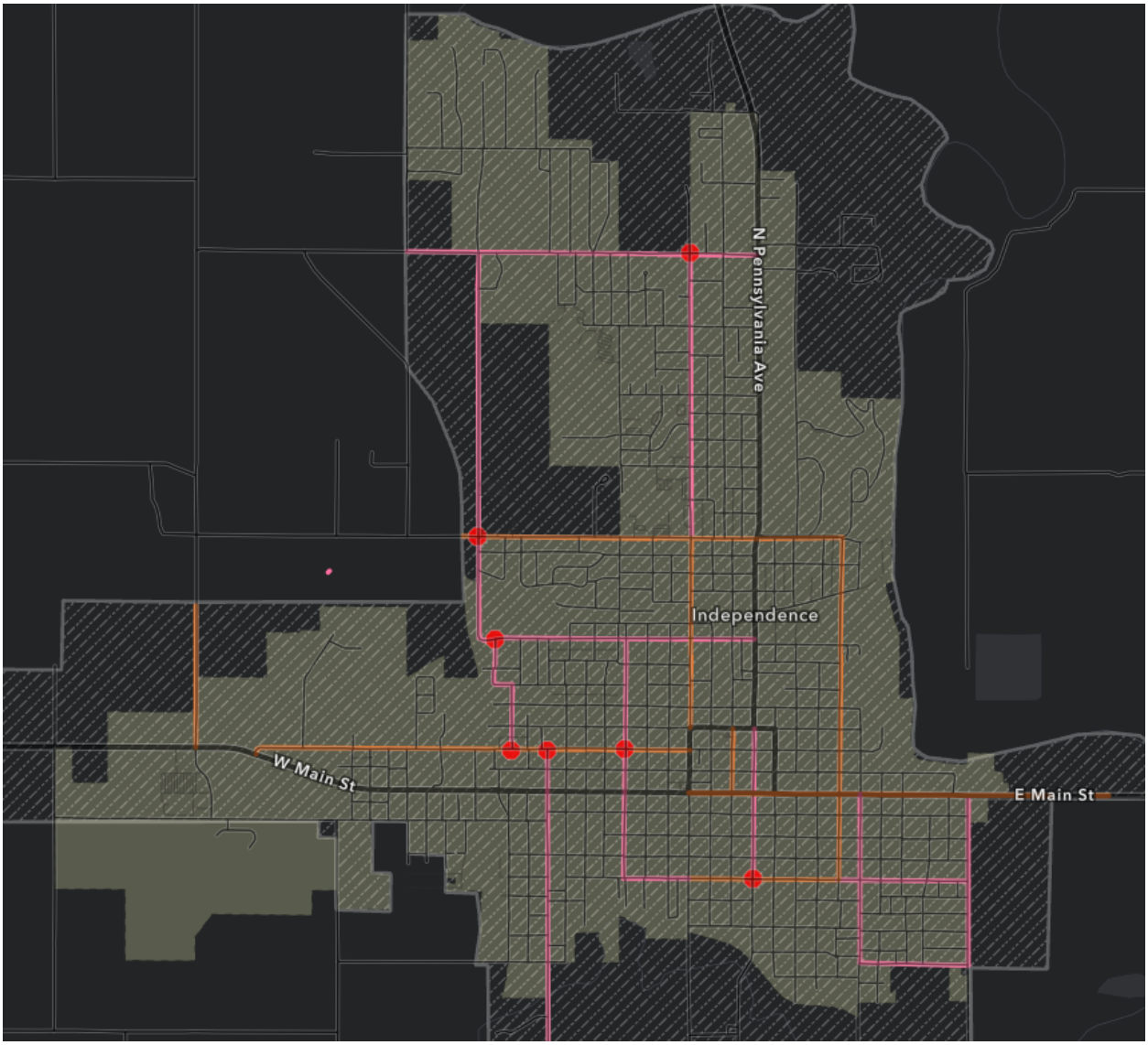
There are six locations entirely within the City applied for, and one shared with the County. The County agreed to install the signs that are on County roads if the application was successful. KDOT has awarded this grant to the City. A contract with KDOT for execution is attached.

FINANCIAL INFORMATION Labor of Street Department personnel installing the replacement signs is anticipated to be less than $5,000.

SUGGESTED MOTION I move to authorize acceptance of the High Risk Urban Road grant for safety enhancements at high-traffic intersections, and for the execution of any necessary documents.

SUPPORTING DOCUMENTS

1. HRUR MAP
2. BTS HRUR Program Independence U-2617-01 (1234-25).final


N Pennsylvania Ave
Independence
W Main St
E Main St

PROJECT NO. U-2617-01
HIGH RISK URBAN ROADS PROGRAM
THE CITY OF INDEPENDENCE, KANSAS

CONTRACT

This Contract is between the **Secretary of Transportation** (the "Secretary"), Kansas Department of Transportation (KDOT) and the **City of Independence, Kansas** ("LPA"), collectively, the "Parties."

RECITALS:

A. The U.S. Department of Transportation's Highway Safety Improvement Program ("HSIP") provides support for reducing traffic fatalities and serious injuries on public roads and requires a data-driven, strategic approach with a focus on performance.

B. The Secretary operates a High Risk Urban Road Program (the "Program") and has received HSIP Program funding that aids in implementing the HRUR Program pursuant to 23 U.S.C. § 148 and the regulations promulgated thereunder.

C. The LPA has applied for HRUR Program Eligible Materials that are low-cost countermeasures and that include, but are not limited to, signing and pavement marking to increase driver awareness at stop-controlled intersections on local roads.

D. The Secretary desires to provide assistance to the LPA to participate in the HRUR Program by procuring and delivering certain Eligible Materials to the LPA for the LPA to install as further described in this Contract and in accordance with federal, state, and local laws and guidelines promulgated thereunder.

E. The Secretary and the LPA are empowered by the laws of Kansas to enter into contracts to participate in the benefits secured from federal-aid funds for highway, road, or street purposes.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I: DEFINITIONS

The following terms as used in this Contract have the designated meanings:

1. "**AASHTO**" means the American Association of State Highway and Transportation Officials.

2. "**Contract**" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

3. "**Effective Date**" means the date the Secretary or the Secretary's designee signs this

Contract.

4. "**Eligible Location(s)**" means the location(s) the LPA shall install the Eligible Materials as listed in in the "**HRUR Project Details Attachment**," which is attached to and incorporated into this Contract by this reference.

5. "**Eligible Materials**" means certain qualified intersection stop approach materials selected and procured by the Secretary to be delivered to the LPA for installation at the Eligible Location(s) identified in the "**HRUR Project Details Attachment**."

6. "**FHWA**" means the Federal Highway Administration, a federal agency of the United States.

7. "**KDOT**" means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

8. "**Local Public Authority**" or "LPA" means, the City of Independence, Kansas, with its place of business at 120 N 6th St., Independence KS 67301.

9. "**MUTCD**" means the latest version of the Manual on Uniform Traffic Control Devices as adopted by the Secretary.

10. "**Non-Participating Costs**" means the LPA's costs associated with the installation, routine maintenance after installation, and any necessary repairs after installation of the Eligible Materials at the Eligible Location(s) identified in the "**HRUR Project Details Attachment**."

11. "**Participating Costs**" means the actual costs to procure and deliver the Eligible Materials to be installed by the LPA at the Eligible Location(s) as part of the Project, as indicated in the "**HRUR Project Details Attachment**."

12. "**Parties**" means the Secretary of Transportation and KDOT, individually and collectively, and the LPA.

13. "**Project**" means all aspects of the endeavor that is the subject of this Contract to be undertaken by the Secretary and the LPA, as authorized by the Secretary, being: The Secretary's procurement and the LPA's installation of the Eligible Materials that include, but are not limited to, signing and pavement marking to increase driver awareness, at the Eligible Location(s) as further specified in the "**HRUR Project Details Attachment**."

14. "**Secretary**" means the Secretary of Transportation of the State of Kansas, and the Secretary's successors and assigns.

15. "**Vendor**" means the lowest responsible bidder that meets the specifications outlined in the Invitation for Bid (IFB).

ARTICLE II: SECRETARY RESPONSIBILITIES

1. **Authorization to Proceed**. The Vendor will issue documentation evidencing delivery of the Eligible Materials to the LPA. Upon receipt of such documentation, the LPA may begin installation of the Eligible Materials and the Eligible Locations as reflected on the "**HRUR Project Details Attachment**."

2. **Package Delivery**. The Secretary agrees to have the Vendor deliver to the LPA the package(s) of Eligible Materials listed as the "Delivery Address" on the "**HRUR Project Details Attachment**."

3. **Purchase of Eligible Materials**. The Secretary agrees to procure the Eligible Materials for the Project in accordance with the procedures established by KDOT's Bureau of Fiscal Services and Bureau of Transportation Safety; administer the Project as required by FHWA; negotiate with and report to FHWA; and administer the payments due the Vendor.

4. **Monitoring and Evaluation**. The Secretary may monitor, evaluate, and provide guidance and direction to the LPA in the conduct of performance under this Contract. The Secretary has the responsibility to determine whether the LPA has installed Eligible Materials at the Eligible Location(s) as indicated in the "**HRUR Project Details Attachment**" in accordance with applicable laws, regulations, including the federal audit requirements and agreements and will monitor the activities of the LPA to verify that the LPA has met such requirements. The Secretary may require the LPA to take corrective action if deficiencies are found.

ARTICLE III: LPA RESPONSIBILITIES

1. **Audit**.

   a. Audit Requirements for Federal Awards. The LPA shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. §200.500 *et seq*., require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 *et seq*.

   b. Agency Audit. If the Audit Standards set forth in 2 C.F.R. Part 200 do not apply, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the U.S. Department of Transportation for an audit, the LPA shall participate and cooperate with any reviews or audits of the activities under this Contract; make documentation of the installed Eligible Materials at the Eligible Location(s) available to representatives of the requesting agency for a period of five (5) years from the date of final installation of the

Eligible Materials provided to the LPA by the Secretary under this Contract; and ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. If an audit reveals the LPA has performed its obligations under this Contract in any manner not authorized under this Contract, the LPA shall promptly reimburse the Secretary for such funds upon notification by the Secretary.

2. **Authorization of Signatory**. The LPA shall authorize a duly appointed representative to sign for the LPA any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

3. **Authorization to Proceed**. The LPA may begin installation of the Eligible Materials at the Eligible Location(s) as indicated in the "HRUR Project Details Attachment" upon delivery of the Eligible Materials to the LPA.

4. **Cancellation by LPA**. If the LPA ends its participation in the Program, it shall reimburse the Secretary for any costs incurred by the Secretary prior to ending its participation in the Program. The LPA agrees to reimburse the Secretary within thirty (30) days after receipt by the LPA of the Secretary's statement of the cost incurred by the Secretary prior to LPA ending its participation in the Program.

5. **Certification Regarding Sexual Harassment**. The LPA shall comply with Executive Order 18-04 (February 5, 2018), by signing the "Policy Regarding Sexual Harassment Attachment," which is attached to and made a part of this Contract.

6. **Confidentiality; Protection of Personally Identifiable Information**. The LPA shall maintain as confidential all information and records relating to this Contract and shall not disclose or otherwise release the same unless authorized under the Kansas Open Records Act (K.S.A. 45-215, *et seq*.), the Freedom of Information Act (5 U.S.C.A. § 552), or a current and valid court order.

7. **Conformity with State, Local, and Federal Requirements**. The LPA shall install and maintain the Eligible Materials installed as part of the Project in conformity with state, local, and federal laws and criteria appropriate for the Program.

8. **Cooperation in Monitoring and Evaluation**. The LPA shall permit the Secretary to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines, or this Contract, the LPA shall ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

9. **Covenant Against Contingent Fees**. The LPA represents and warrants that no person or entity has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, the Secretary shall have the right to annul this Contract without liability or, in its discretion, to offset against amounts it owes the LPA under this

Contract or otherwise recover from the LPA the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach.

10. **Execution of Contract**. Within sixty (60) days of receiving this Contract, the LPA shall execute and return it to KDOT#OCC.Contracts@ks.gov and KDOT.BTSIntersectionProj@ks.gov.

11. **Federal-Aid Provisions**. The LPA shall comply with all applicable provisions contained in the United States Department of Transportation Form FHWA-1273, which is attached to and incorporated into this Contract by this reference.

12. **General Indemnification**. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq*.) as applicable, the LPA shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Contract by the LPA, the LPA's employees, agents, subcontractors or its consultants. The LPA shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

13. **Improper Payments**. Any item of expenditure by the LPA under the terms of this Contract found by auditors, investigators, or other authorized representatives of the Secretary, the U.S. Government Accountability Office, or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law, or this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of the LPA, shall become the LPA's liability, to be paid by the LPA from funds other than those provided by the Secretary under this Contract or any other agreements between the Secretary and the LPA. This provision shall survive the expiration or termination of this Contract.

14. **Legal Authority**. The LPA shall adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Contract.

15. **Limitation on Incurred Expenditures**. The LPA shall not incur any expenditures prior to the Effective Date of this Contract and receiving of the Eligible Materials.

16. **No Assignment**. The Eligible Materials to be installed by the LPA at the Eligible Location(s) under the terms of this Contract shall be performed by the LPA and shall not be assigned, sublet, or transferred to any other party without the written consent of the Secretary.

17. **Payment of Final Billing**. If any payment is due to the Secretary, the LPA shall remit such payment to the Secretary within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

18. **Prior Approval for Changes**. The LPA shall not install the Eligible Materials at any

location(s) inconsistent with the Eligible Location(s) listed on the "**HRUR Project Details Attachment**" without the prior written approval of the Secretary.

19. **Prohibited Use of Certain Technologies**. The LPA shall comply with 2 CFR 200.216 and 2 CFR 200.471, which prohibit recipients and subrecipients of federal funds from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services, or systems are unallowable costs and will not be paid for by the Secretary.

20. **Retention of Records**. The LPA shall maintain records relating to this Contract and the LPA's installation of the Eligible Materials at the Eligible Location(s) for a period of three (3) years from the completion of the Project. The LPA shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the Secretary, the U.S. Department of Transportation, the U.S. Government Accountability Office, the Office of Inspector General, the Comptroller General of the United States, or each of their authorized representatives.

21. **Safety Belt Usage**. The LPA has and operates under, or within one year of this Contract, shall have in place and operate under, a policy which requires its employees to comply with the Kansas Safety Belt Use (K.S.A. § 8-2501, *et seq*.) and Child Passenger Safety (K.S.A. § 8-1343, *et seq*.) Acts when engaged in official travel by public or private vehicle. The LPA may request a model policy from the Secretary.

22. **Salary Expenditures**. The LPA shall not supplant any salary expenditure provided for by the LPA's current budget with any funds provided under this Contract.

23. **Scope of Services**. The LPA shall be solely responsible for providing the necessary personnel, facilities, and such other professional services as may be required to successfully install the Eligible Materials at the Eligible Locations(s) as well as maintaining the Eligible Materials upon completion of installation.

24. **Secretary Authorization**. The Project shall be undertaken, prosecuted and completed for and on behalf of the LPA by the Secretary acting in all things as its agent, and the LPA hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the Project are hereby by the LPA authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the LPA acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the LPA to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of financial assistance and/or other aid for this Contract.

ARTICLE IV: SPECIAL PROGRAM REQUIREMENTS

1. **Acknowledgements**. By executing this Contract, the LPA acknowledges the Eligible Location(s) listed in the "**HRUR Project Details Attachment**" have not had new signs or pavement markings installed within the last twelve (12) months, and that if a project is scheduled at any Eligible Location(s) listed in the "**HRUR Project Details Attachment**" within three years from the date of the LPA's successful installation of the Eligible Materials, the LPA shall not pave over or otherwise replace the Eligible Materials unless Eligible Materials have been damaged or destroyed.

2. **Completion Date**. The LPA shall successfully install the Eligible Materials at the Eligible Location(s) as indicated in the "**HRUR Project Details Attachment**" within **six (6) months** of receiving the Eligible Materials from the Vendor. Upon the LPA's installation of the Eligible Materials at the Eligible Location(s), the LPA shall submit documentation to KDOT evidencing the successful installation of the Eligible Materials at the Eligible Location(s) in substantial and material compliance with the requirements of this Contract. Should the LPA need additional time to successfully install the Eligible Materials at the Eligible Location(s) in accordance with this Contract, the LPA shall submit to the Secretary a written request for a time extension. The Secretary shall have the sole discretion to either grant or deny the LPA's request for an extension.

3. **Installation; Inspection**. The LPA shall have sufficient resources to properly and adequately install, inspect, and submit proof of installation of the Eligible Materials at the Eligible Location(s) within six (6) months of the Vendor delivering the Eligible Materials to the LPA. Proof of installation shall be submitted via a form provided by the Secretary. The LPA shall install the Eligible Materials at the Eligible Location(s) in accordance with the standard drawings. Any deviation(s) from the standard drawings shall be reviewed and approved by a licensed professional engineer.

4. **Maintenance**. Upon the date of the LPA's successful installation of the Eligible Materials at the Eligible Location(s) in accordance with this Contract, the LPA shall be solely responsible for maintaining the Eligible Materials in a reasonably safe condition for a minimum of three (3) years. The LPA's maintenance of the Eligible Materials shall comply with American Association of State Highway and Transportation Officials (AASHTO) design standards and all signage and markings shall comply with the current version of the MUTCD.

5. **Materials Inspection**. Within one week of receiving the Eligible Materials from the Vendor, the LPA shall inspect the Eligible Materials to verify accurate and complete delivery and that none of their integral parts have been damaged; and provide KDOT with written confirmation it has received all Eligible Materials. No later than five (5) business days after inspecting the Eligible Materials, the LPA shall contact KDOT and the Vendor if any of the Eligible Materials are damaged and/or were not delivered.

6. **Modifications**. Upon the LPA's successful installation of the Eligible Materials at the Eligible Location(s), the LPA shall not materially modify or otherwise alter them or any of their integral parts for a period of three (3) years unless they need to be repaired or replaced.

7. **Non-Participating Costs**. The LPA shall be responsible for 100% of all Non-Participating costs, items, and ineligible expenses that include, but are not limited to, furnishing labor, equipment, material, and/or supplies that are used and/or consumed for the installation, necessary repair(s), and maintenance of the Eligible Materials.

8. **Program Guidance**. The HRUR Program Guidance, which is available at http://www.ksdot.gov/programs/safety-programs/highway-safety-improvements-high-risk-urban-roads-hrur, is incorporated into this Contract by this reference.

9. **Repairs; Replacements**. In the event any of the Eligible Materials are damaged and/or obscured within a material lifespan of three (3) years after being installed by the LPA, the LPA shall be solely responsible for reinstalling and/or replacing them at its own expense. In the event there are items that are the same or substantially similar to any of the Eligible Materials already in place at the Eligible Location(s), the LPA shall replace such items with the Eligible Materials provided pursuant to this Contract.

10. **Right of Way**. The LPA shall be responsible for adequately addressing and remedying all overgrowth and obstructions within the public right-of-way at the Eligible Location(s) where the Eligible Materials will be installed by the LPA prior to and after installation.

ARTICLE V: GENERAL PROVISIONS

1. **Acceptance**. No contract provision or use of items by the Secretary shall constitute acceptance or relieve the LPA of liability in respect to any expressed or implied warranties.

2. **Amendment**. Any amendment to this Contract shall be in writing and signed by the Parties.

3. **Binding Agreement**. This Contract and all contracts entered into under the provisions of this Contract shall be binding upon the Secretary and the LPA and their successors in office.

4. **Certification Regarding Sexual Harassment**. The LPA shall comply with Executive Order 18-04 (February 5, 2018), by signing the "Policy Regarding Sexual Harassment Attachment," which is attached to and made a part of this Contract.

5. **Civil Rights Act**. The "Civil Rights Act Attachment," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Contract.

6. **Compliance with Federal and State Laws**. The LPA shall comply with all applicable state and federal laws and regulations. The LPA represents and warrants that any Contractor and/or Consultant performing any services related to the Project shall also comply with all applicable state and federal laws and regulations.

7. **Contractual Provisions**. The provisions found in the current version of the "Contractual Provisions Attachment (Form DA-146a)," which is attached, are hereby incorporated into, and made a part of this Contract.

8. **Correspondence**. Any notice required or submitted under this Contract shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice.

The Secretary:	The LPA:
Kansas Department of Transportation	The City of Independence, KS
ATTN: Haley Dougherty	ATTN: John Garris
Bureau of Transportation Safety	120 N 6th St.
700 SW Harrison Street	Independence, KS 67301
Topeka, KS 66603-3754	

9. **Counterparts**. This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute the same agreement.

10. **Debarment of State Contractors**. Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Contract may be barred for up to a period of three (3) years, pursuant to K.S.A. § 75-37,103, or have its work evaluated for pre-qualification purposes. Contractors retained by the LPA for the Project shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Contract that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense for obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. An individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 % or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in a breach of this Contract for cause.

11. **Entire Agreement**. This Contract, with all attached exhibits, expresses the entire agreement between the Parties with respect to the Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Contract.

12. **Federal-Aid Provisions**. The LPA shall:

a. Comply with all applicable provisions contained in the United States Department of Transportation Form FHWA-1273 "Required Contract Provisions, Federal-Aid Construction Contracts," which is attached to and incorporated into this Contract by this reference.

b. Require all third parties it contracts with for purposes of the Project to comply with the applicable provisions contained in the United States Department of Transportation

Form FHWA-1273 "Required Contract Provisions, Federal-Aid Construction Contracts."

13. **Headings**. All headings in this Contract have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

14. **Independent Contractor Relationship**. The relationship of the Secretary and the LPA shall be that of an independent contractor, and nothing in this Contract shall be construed to create a partnership, joint venture, or employee-employer relationship. The LPA is not the agent of the Secretary and is not authorized to make any representation, contract, or commitment on behalf of the Secretary. It is expressly understood that any individual performing services under this Contract on behalf of the LPA shall not be deemed to be an employee or independent contractor of the Secretary, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from the Secretary. The LPA agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. The LPA agrees to indemnify, defend and hold harmless the Secretary and its directors, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security, and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance, and health insurance coverage or assessable payments required under state or federal) with respect to such individual performing services under this Contract on behalf of the LPA. This provision shall survive the expiration or termination of this Contract.

15. **Industry Standards**. Where not otherwise provided in this Contract, materials or work called for in this Contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all applicable federal, state, and local laws and rules and regulations promulgated thereunder.

16. **Incorporation of Documents**. The LPA's "**HRUR Project Funding Application**" and the applicable installation guidance (standard drawings) for the Eligible Materials for the Project are by this reference made a part of this Contract. This Contract includes this written document, including all attachments and exhibits, either attached or incorporated by reference, evidencing the legally binding terms and conditions of the agreement between the Parties.

17. **Integration**. This Contract supersedes all oral agreements, negotiations, and representations between the Parties pertaining to the subject matter of this Contract.

18. **No Third-Party Beneficiaries**. No third-party beneficiaries are intended to be created by this Contract and nothing in this Contract authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Contract.

19. **Nondiscrimination and Workplace Safety**. The LPA shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling

workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Contract.

20. **Restriction on State Lobbying**. Funds provided by the Secretary under this Contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

21. **Severability**. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected, and each provision of this Contract shall be enforced to the fullest extent permitted by law.

22. **System for Award Management**. The LPA shall maintain current registrations in the System for Award Management (http://www.sam.gov) at all times during which it has active federal awards.

23. **Technical Advice and Assistance; Limitations**. Technical advice, assistance, or both, provided by the Secretary under this Contract shall not be construed as an undertaking by the Secretary of the duties of the LPA or any other individual or entity hired by the LPA.

24. **Termination**. If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Contract and for the payment of the charges hereunder, the Secretary may terminate this Contract at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Contract.

a. Termination by Either Party. Either Party may terminate this Contract upon thirty (30) days written notice to the other party for any reason. In the event this Contract is cancelled by the LPA, the LPA shall promptly reimburse the Secretary for the actual cost of the Eligible Materials package(s) and delivery costs.

b. Termination by the Secretary. If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Contract and for the payment of the charges hereunder, the Secretary may terminate this Contract. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Contract.

25. **Waiver**. A Party's failure to exercise or delay in exercising any right, power, or privilege under this Contract shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.

The Signature Page Immediately Follows This Paragraph.

IN WITNESS WHEREOF the Parties have caused this Contract to be signed by their duly authorized officers as of the Effective Date.

ATTEST: THE CITY OF INDEPENDENCE, KANSAS

_____ _____
CITY CLERK (Date) MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By:_____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Index of Exhibits and Attachments

☒HRUR Project Details Attachment
☒Policy Regarding Sexual Harassment Attachment
☒Civil Rights Act Attachment
☒Contractual Provisions Attachment (Form DA – 146a)
☒ FHWA-1273 "Required Contract Provisions, Federal-Aid Construction Contracts"
☒Certification Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgements (if over $25,000)
☐Disclosure of Lobbying Activities (if over $100,000)

HRUR PROJECT DETAILS ATTACHMENT

LPA: The City of Independence, KS
Delivery Address: 2143 Enterprise Drive, Independence, KS 67301

ELIGIBLE MATERIALS PACKAGE(S):

Intersection ID as Listed on Map (required)	Names of Crossroads (required)	Intersection Type and Configuration	If "other" was selected, please explain the configuration .	Size of Stop Signs Requested	R1-1 Stop Sign	W4-4P "Cross Traffic Does Not Stop"	W3-1 Stop Ahead Sign	W2-1 Cross Road Intersection	W2-4 T-Intersection	W2-2L Side Road (left)	W2-2R Side Road (right)	W1-7 Two-Direction Large Arrow	Wooden Posts (4"x6")	Signpost Sheeting (red)	Signpost Sheeting (yellow)	24" wide performed thermo-plastic (white)	6" wide preformed thermo-plastic (white)
739	10th Street and Taylor Road	4-leg minor stop		36 inches	4	4	4	4	0	0	0	0	12	4	8	2*	0**
59	N 20th Street and W Sycamore	other	3-Leg Minor, cannot place Stop Ahead	36 inches	2	2	0	0	0****	2	2	1	8	2	6	1	0**
57	W Laurel St and N 19th St	3-leg minor stop		36 inches	2	2	2	0	2	2	2	1	12	2	10	1	0**
56	W Laurel St and N 17th St	3-leg minor stop		36 inches	2	2	2	0	2	2	2	1	12	2	10	1	0**
732	W Laurel St and N 13th St	4-leg minor stop		36 inches	4	4	4	4	0	0	0	0	12	4	8	1	0**
729	S Penn and Poplar*****	other	4-leg minor but cannot place W3-1 on one side due to parking	36 inches	4	4	2	4	0	0	0	0	10	4	6	1	0**
734	**21st***** and W Oak******	4-leg minor stop		36 inches	4	4	4	4	0	0	0	0	12	4	8	1	0**
			Total		**22**	**22**	**18**	**16**	**4**	**6**	**6**	**3**	**78**	**22**	**56**	**8**	**0**

**Since 1 stop bar has a length of 24' and the other a length of 12', the number of 30' rolls of preformed thermoplastic (white) was increased from one to two.*
***It was determined that the 6" dashed through line is not an appropriate application for intersections with curb and gutter or without longitudinal striping.*
****While 13th and W Oak was listed on the application, 21st and W Oak is the location with the intersection ID #734.*
*****W2-4 decreased from 2 to 0, thereby decreasing the wood posts from 10 to 8 and the yellow signpost sheets from 8 to 6.*
******W3-1 decreased from 4 to 2 due to parking on North leg, thereby decreasing wood posts from 10 to 8 and yellow signpost sheets from 8 to 6.*
*******W3-1 increased from 3 to 4, thereby increasing wood posts from 11 to 12 and yellow signpost sheets from 7 to 8.*

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.

2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.

3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.

4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.

5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.

6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.

8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.

9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

_____ _____

Signature and Date Printed Name

KANSAS DEPARTMENT OF TRANSPORTATION

CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations**: The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

State of Kansas
Department of Administration DA-146a
(Rev. 05-25)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

The Parties agree that the following provisions are hereby incorporated into the Contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.

3. **Termination Due to Lack of Funding Appropriation or Funding Source**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.

4. **Disclaimer of Liability**: No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause**: The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.

6. **Acceptance of Contract**: This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract**: By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes**: The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.

10. **Insurance**: The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information**: No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq*.

12. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.

13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

14. **Restricted Funding Source**: The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CERTIFICATION BY PARTICIPANTS AS TO CURRENT HISTORY
REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR
CIVIL JUDGMENTS

By signing this certificate, the Participant certifies that neither it nor its principals (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds):

(1) is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
(3) has a proposed debarment pending; or
(4) is or has been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

List any exceptions here: _____

_____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

_____

_____

Providing false information may result in criminal prosecution or administrative sanctions.

Participant/Firm's Name: _____

Address: _____

City/State/Zip: _____

Authorized Company Official's Name and Title: _____
(Typed or Printed)

Signature of Authorized Representative: _____
(Date)

REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
January 22, 2026

Department **Public Works & Utilities** **Director Approval** **John Garris**

AGENDA ITEM Consider contracting with Hauler Hero for software licensing to assist with the management of sanitation collection logistics.

SUMMARY RECOMMENDATION Authorize license of service.

BACKGROUND A search was started due to dissatisfaction with the existing routing software. Four primary companies were evaluated on the basis of capabilities. The selected provider, Hauler Hero, was found to have the closest match to the perceived needs of the sanitation department.

There are several elements driving the adoption of the software. Although the current leadership of the Sanitation Department is able to keep reports of missed trash on most weeks to a range of zero to eight, this is not done without a significant amount of effort and some inefficiency.

Prior to 2023, the department had been dependent upon longer-term employers to know and drive the routes without significant intervention or correction: the employees knew and were familiar with the routes. Given that there has been significant turnover (only one of the drivers has more than two years' experience with the City in Sanitation) that implicit knowledge is lost. This makes route disruptions difficult to recover from on days when the planned collections are interrupted.

Attempts to create maps to guide new drivers have had mixed results, and do not provide a mechanism to verify service or provide significant data to determine the efficiency of the routes. The software will provide routing for new or replacement drivers on a real-time basis. Additionally, this will provide data to uncover opportunities to increase efficiency and provide data versus intuition as the basis for future Sanitation Department decisions.

Based on the evaluation of the capabilities of the software, it appears that routes can be economically and quickly created and service can be verified. Additionally, the software can also be adapted to more fairly distribute costs among users based upon actual service consumption if required.

The software will be integrated with the existing accounting software suite, Tyler Technologies, so that customer addresses can be verified. Implementation is estimated to take 8 to 12 weeks, based on Hauler Hero's previous experience.

The implementation fee for the software is $20,000. The license costs for the service is $388 per vehicle per month. For a fleet of three trucks, this would be a cost of $13,968 a year, with an escalation clause of 3% per year. The contract would be year-to-year with a six-month notice required for cancellation.

FINANCIAL INFORMATION The license and implementation fees would be paid for from the Sanitation Fund.

SUGGESTED MOTION I move to license the Hauler Hero software for use in the Sanitation Department and to allow the execution of any necessary documents.

SUPPORTING DOCUMENTS

1. Final_City of Independence, KS

Customer Success Agreement for City of Independence, KS

Customer

City of Independence, KS
John Garris
120 N 6th Street, Independence, KS 67301,
Phone: 620-332-2542
Email: engineer@independenceks.gov

Hauler Hero

Hauler Hero Inc.
Megan Wolfe
32 Mercer St 4th Floor, New York, NY 10013
Phone: 603-459-3388
Email: megan.wolfe@haulerhero.com

A note from our founders

Rain or shine, flat tire or full, sick or healthy, pandemic or not—the trash must get picked up. Haulers can go it alone and make it work in every area of their business, and they do. But when it comes to your software, we think it's too long that the people who build and provide software have let our industry down. We have brought world-class technology with easy-to-use design, a flexible enterprise architecture, a service mindset and software that just works.

We aren't the guys you're going to want to call when your truck won't start or when you can't hire a good driver. But if you want your dispatching, billing, and reporting systems to work? Then partnering with us is a step we know you won't regret. We're a tight-knit group of software and waste and recycling veterans who have built billion-dollar companies that have serviced blue collar workers in just about every industry. And we will do whatever it takes to make sure our software not only works for you, but that it also remains the very best the industry has to offer.

Because, no matter what, the trash must get picked up.

We're excited and we can't wait to show you more.

Mark Hoadley & Ben Sikma

Co-Founders, Hauler Hero

Testimonials

Witness the power of Hauler Hero in action!

Kirk Goode shares firsthand how Hauler Hero has revolutionized their waste management processes, from seamless scheduling to efficient billing. His insights highlight the tangible benefits of using Hauler Hero for waste management businesses like **US Refuse**.

U.S. REFUSE
PUTTING TRASH IN ITS PLACE

See Hauler Hero's platform in use as we capture how it streamlines operations and brings smiles to the faces of waste management professionals (in the office and out in the field!).

"With 35 years in the trash hauling business, switching to Hauler Hero made routing significantly easier. We're dealing with fewer complaints and getting paid faster."

Kirk Goode - US Refuse

Hear from our customers

"With the billing cycle, it's quick, we were done by 1030 Monday morning and no joke, before Hauler Hero it was an 8 hour process from start to end."

Jessica Smith
Grogan Disposal,
Office Manager

"In our last software, to sequence a route and put it back in would take me almost half a day. This workflow is more efficient and it's made my life a lot easier."

Justin Cutler
Major Waste,
Operations Manager

"Everything is all in one location. The way I was doing it before was so time consuming. This is like, whoa, I have more time. So now I can do what?"

Nicole Tracey
Lake Area Waste,
Administrator

"Before, we had three or four operating systems that not everybody was trained on. Now we have one system that has all the routing and billing for all our customers."

Matthew Simpson
Greenleaf Recycling,
COO

"The upgrades that they said were going to make have happened. I really feel that they understand haulers and our needs, also things that we don't even know that we need."

Carrie Josephson
Olson Sanitation,
Office Manager

"Before Hauler Hero, our workflow was a jigsaw of different applications for invoicing, scheduling, and routing. Now, everything is streamlined in one integrated solution."

Jenna Parent
J. P. Waste Management,
Owner

Why Hauler Hero?

Our software streamlines dispatching, delivery, communication, and back-office processes, giving you the control, visibility, and efficiency to keep haulers running on time and on budget. With Hauler Hero, you can also expect significant benefits:

19%
Faster Cash Collection

15%
Lower Customer Churn

14%
Fewer Customer Calls

14 hrs/wk
Saved Per Office Employee

Welcome!

Dear John ,

Welcome to Hauler Hero! We can't wait to make you and your team's lives vastly easier and are thrilled to be working with you.

To summarize what you've signed up for, Hauler Hero's pricing is based on the number of active trucks you plan to manage using the platform, regardless of whether each driver uses the mobile app (has a login). Your plan includes unlimited office users and GPS tracking. For details on your plan, fees, and service, please see below.

Best,
Megan Wolfe

Services

Core Service

Business management software with functionality for customer management, customer portal, billing & payments, reporting, pricing, route management, and mobile Android tablet software for drivers.

Getting Started Package

Data migration from Data migration from Tyler Munis and other existing systems, based on data made available by Customer via supported exports or files.

Account setup and configuration

Training of drivers and office staff

Best practices consultation

Production account access

Pre-launch review & remote go-live support

Support

Unlimited customer support service

Fees

Subscription Fees: Customer commits to a minimum monthly license count of 3 managed trucks. Customer agrees to pay $388 per managed truck per month, paid quarterly in advance.
Implementation + Data Migration: $20,000

Contract Terms

Initial term of one (1) year (subject to renewal as set forth in the Agreement). Term shall start on the earlier of 1/31/2026 or when customer receives access to a production account containing their imported data (the "Effective Date").

Data Transfer Commitments
Hauler Hero will provide the City with a secure method to upload customer account information (including updates such as address or service status changes) from the City's financial/billing system into Hauler Hero. Hauler Hero will configure a custom export report, in a mutually agreed format, to deliver service event and surcharge data supported by the Hauler Hero platform back to the City's financial/billing system. Delivery will occur through a mutually agreed secure channel.

The City will use commercially reasonable efforts to provide timely and accurate uploads of account and service eligibility data. Hauler Hero will use commercially reasonable efforts to provide timely and accurate delivery of service event and surcharge data for billing purposes. Accounts receivable balances, payment history, and financial reporting will remain solely within the City's financial/billing system.

Initial Deposit

Implementation Fees: $20,000
Implementation Fees shall be invoiced (i) fifty percent (50%) upon execution of the Agreement and (ii) fifty percent (50%) upon Customer's receipt of access to its production environment containing the initial imported data (the "Initial Data Configuration Milestone").

Initial Payment to be invoiced upon execution of the Agreement:
First quarter subscription Fees (3 licenses @ $388 each): $3,492
Implementation Fees (50%): $10,000
Total: $13,492

Payment to be invoiced upon Initial Data Configuration Milestone:
Implementation Fees (50%): $10,000
Total: $10,000

Customer may satisfy its payment obligations by initiating ACH payments upon receipt of an invoice. Hauler Hero will issue quarterly invoices for subscription Fees and invoices aligned with the Implementation Fee schedule described herein. The first quarter subscription Fees will be applied to the Customer's account as a credit on the Effective Date.

Agreement

This agreement ("Agreement") is entered into as of between Hauler Hero, Inc. ("Hauler Hero"), and the customer listed above ("Customer"). This Agreement includes and incorporates Hauler Hero's standard Enterprise Terms, which are attached hereto, and all of which are in each case hereby incorporated by reference. This Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Hauler Hero

Mark Hoadley

City of Independence, KS

John Garris

Statement of Work

Project Overview
The implementation consists of three phases: Discovery & Planning, Execution & Go Live, and Transition to Success.

Phase One: Discovery and Planning

During the Discovery and Planning phase, your Hauler Hero Project Manager will work with you to define your business objectives and plan the implementation process. Our project will kick-off with a welcome call with your Implementation Manager, during which we will review a high level overview of the implementation process. We will also make recommendations and suggest changes to your existing processes as necessary in order to ensure that you fully utilize the capabilities of Hauler Hero and achieve your business objectives.

Phase Two: Execution and Go Live

The Execution phase is guided by the Project plan from Discovery & Planning. Your team and Hauler Hero will collaborate to configure the system to meet your daily operational needs. Throughout the implementation, online sessions tailored to your team will be conducted, and it's important for appropriate team members to participate or review recordings before the go-live phase. Hauler Hero will provide assistance during the transition period, and three weeks of remote post go-live support will be offered. If on-site services were included, they may be substituted or canceled if necessary for safety reasons concerning your team, Hauler Hero employees, or the community.

Phase Three: Transition to Success

To ensure your long-term success with Hauler Hero, your Project Manager will introduce you to your Customer Success Manager after support post go-live. Your Customer Success Manager will be your long-term consultant to ensure you are maximizing your use of Hauler Hero and are aware of new feature updates and releases. Throughout the process, you will have access to our Customer Support Team.

Scope

Data Migration

Hauler Hero will migrate Customer data which can be accessed and extracted from one existing software platform into Hauler Hero. If data cannot be extracted directly, Customer will need to provide it in tabular format (XLS or CSV files) via report or export. Data from additional sources can be added by providing it in our template format. Cleaning up, reformatting, or removing duplicate records from the source system is the responsibility of the Customer.

Customer shall review all migrated data for accuracy and notify Hauler Hero of any incorrectly migrated or missing data prior to their Go-Live. By completing this thorough review prior to Go-Live, Customer ensures that Hauler Hero will have adequate time to escalate any inaccurate data and work to resolve the issues.

Hauler Hero will request Customer review data once migrated data is ready to be reviewed. Hauler Hero requests that, upon receipt, Customer completes the review within a reasonable amount of time. The Customer Go-Live date may be pushed at Hauler Hero's discretion if the data checklist has not been completed by Customer according to the project plan schedule. Failure to review all migrated data and to identify any inaccurate prior to Go-Live may result in incomplete and/or incorrect data at time of Go-Live and could also result in data requests being processed on a substantially longer timeline.

Customer is responsible for providing an AR Aging report within the same immediate time frame that Customer's existing software backup is generated. This will allow for a snapshot in time of balances that is in line with the data loaded into Hauler hero. Without an AR Aging report from a similar timeframe, the accuracy of reporting may be off, and manual adjustments will need to be made by Customer.

Customer is responsible for providing an accurate AR Aging report in line with data pull dates in order for the Hauler Hero team to set the AR balances accurately within Hauler Hero.

Customer is responsible for reviewing and signing off on AR balance accuracy within Hauler hero prior go-live.

Payment Token Migration

Customer is responsible for obtaining tokens and corresponding account identifiers from their existing payment processing and/or software service provider if Customer chooses to securely migrate stored credit card and/or ACH data to Hauler Hero.

Customer is responsible for complying with all Payment Card Industry (PCI) requirements and data privacy regulations during the token data migration.

Customer is responsible for ensuring that tokens are passed to Hauler Hero and its affiliates in a secure fashion; that tokens represent a valid and correct payment method for the cardholder or account holder; that any required cardholder or account holder consents are obtained; and that tokens are related to the correct Hauler Hero account via a spreadsheet that Customer provides to Hauler Hero and its affiliates.

Should Customer experience delays in executing Customer responsibilities for the token migration, Customer can begin enrolling accounts through Hauler Hero or, if Customer data has not been migrated to production for go-live yet, Customer may request to delay the go-live and pay the Re-allocation Fee.

System Configuration

Hauler Hero will lead a number of calls throughout the implementation process to ensure your account ("Tenant") is configured properly based on Hauler Hero best practices. Customer's Internal Project Manager is responsible for ensuring the appropriate parties attend all assigned calls and training, coming prepared with all prerequisite items required to maximize the efficiency of the call.

Hauler Hero will provide training and guidance to Customer's Internal Project Manager and Team Managers designated by Customer on how to configure the system. Customer will be responsible for inputting the correct information in the appropriate Hauler Hero configuration screens. Hands-on practice inputting the information is an integral part of learning Hauler Hero.

Price Book

Hauler Hero will assist and consult with Customer on the configuration of priced services, fees and taxes for the Hauler Hero Pricing Manager.

When not available in the Customer's original software, Hauler Hero will provide will provide a template that will allow Customer to batch import Pricing Manager items and information (Services, Fees, Taxes) into Hauler Hero.

Customer will be responsible for converting any pre-existing pricing data into the Hauler Hero excel Pricing Manager format. PDF or excel files with multiple tabs need to be converted into the appropriate format.

Customer will be responsible for the creation of the Pricing Manager.

Workflow Process Development

Hauler Hero will provide best practice guidance when implementing standard workflow processes for Hauler Hero.

To ensure reporting and other metrics within the system are accurate, Customer may need to adjust their existing workflows and business processes to align with Hauler Hero's standard workflow processes.

If desired, Customer is responsible for drafting and maintaining Change Management, Workflow, and User Role documentation as it relates to internal Customer processes.

Training

Customer's team will have access to training sessions and recordings provided by Hauler Hero.

It is Customer's responsibility to ensure that all team members complete assigned training tasks, join training sessions, and/or view recorded training sessions assigned prior to conducting any live training.

Hauler Hero will work with Customer to discuss and plan the training strategy for the week of go-live, and will update the schedule as needed as we draw closer to the date.

User Acceptance Testing

Hauler Hero will provide standard User Acceptance Testing Documentation that Customer is required to use to validate the expected functionality of Hauler Hero prior to the week of Go-Live.

Customer will perform all User Acceptance Testing and will report any deficiencies to its Hauler Hero Project Manager, who will address the deficiencies by providing a solution or an alternative approach.

Failure to complete the User Acceptance Testing in good faith, prior to the week of Go-Live, may result in the Go-Live date getting delayed; this will be based on the Project Manager's assessment of the Customer's level of readiness.

Project Management

Roles and Responsibilities:

Hauler Hero will provide subject matter experts who are able to provide industry best practices as they relate to Hauler Hero. To ensure a successful implementation, the expectation is that Customer will provide team members who will oversee the implementation process and ensure that Customer's deliverables are promptly executed, training is attended, and change leadership is provided throughout. Below is a table with expected time commitment by role for all of Customer's team members.

The time required to implement a large Enterprise Resource Planning and Customer Relationship Management system like Hauler Hero is significant. A strong commitment of time and expertise from both partners, Hauler Hero and Customer, is critical to ensure a successful implementation. The below estimates are based on the assumption of a Hauler operating 15 trucks daily and will be scaled up or down based on the size and complexity of the implementation.

	Resource	Responsibility	Hours
Customer	Owner/GM	Executive Stakeholder, Final Decision Maker, Change Leader, Responsible or Project Manager	**10**
Customer	Internal Project Manager (Point of Contact)	Time and Authority to Configure System, Ensure Task and Training Completion by Managers, Staff, and Technicians, Ensure Attendance of All Employees at all Workshops and Trainings	**80**
Customer	Team Managers	Fully Participate in Functional Trainings, Configuration of System, Accountability of Team Members for Training, Go-to Hauler Hero Expert in Department	**15**
Customer	Office Staff	Complete Self-Paced Training, Practice, Attend On-site Training	**5**
Customer	Drivers	Complete Self-Paced Training, Practice, Attend On-site Training	**5**
Hauler Hero	Executive Leader	Provide Support to Project Manager to Secure Resources, Remove Obstacles for Success	**10**
Hauler Hero	HH Project Manager	Oversee the Successful Implementation of the Project, Conduct Calls to Guide Customer in the Implementation, Secure Resources from Hauler Hero Teams, Lead On-Site Implementation Process.	**60**
Hauler Hero	Data Engineer(s)	Migrate Data from Existing System to Hauler Hero	**30**

Project Plan:

While the actual Project Plan will be communicated shortly after the Welcome Call, below is a sample Project Plan to help clarify what kind of tasks and trainings Customer should expect during the Implementation:

	Start	End
Project start	Day 1	Day 1
Data collection from existing software	Day 3	Day 3
Data import to preview (UAT environment)	Day 10	Day 14
First look at data in preview	Day 15	Day 15
First set of clean-up tasks created and entered	Day 17	Day 17
Review first clean-up	Day 23	Day 23
Second set of clean-up tasks created and entered	Day 24	Day 24
First office training	Day 26	Day 26
Review second clean-up	Day 29	Day 29
Second Training	Day 29	Day 29
Third Training	Day 30	Day 30
Route review	Day 31	Day 31
Tablet training	Day 31	Day 31
Data sign-off	Day 31	Day 31
Final data pull	Day 36	Day 36
Production account presentation	Day 37	Day 37
Go-Live starts	Day 37	Day 37
In-depth training and real-time support	Day 37	Day 37
Driver tablet training	Day 38	Day 38
Review reports	Day 39	Day 39
Final clean-up tasks	Day 40	Day 45

Project Plan:

Hauler Hero has resourced your implementation for a slated start date of _____ and a go-live date of _____ (to be provided shortly after the implementation welcome call).

In order to accomplish this, resources have been procured, trained, and allocated to this project. Hauler Hero has a finite capacity to implement and only a select number of slots each month in which to enable customers to go live on Hauler Hero software. By moving forward with this agreement, Customer understands that if Customer misses certain deadlines such that the go live timetable needs to shift by more than one week, Hauler Hero may be unable to reallocate those resources to another go-live for that week and would need to allocate additional resources and reserve an additional slot for Customer.

If Customer misses deadlines and this causes the go-live date to push by more than a few business days, then Customer will be charged a Re-allocation Fee of $2,500 (charged once when the date is formally moved). A new Project Plan will be issued at this time.

Please note while Hauler Hero will help by providing guidance, it will be Customer's responsibility to procure and set up tablets, tablet mounts and cellular data plans at least one week prior to the scheduled go-live. Similarly, while Hauler Hero will provide instructions and will help should any roadblocks arise, it will be Customer's responsibility to be live with our payment processing partner at least one week prior to the go live. Failure to take these steps prior to scheduled go-live could delay the go-live and lead to a Re-allocation Fee.

Terms & Conditions

By signing this document, the undersigned individual acknowledges and agrees to the terms and conditions contained in this Agreement. Any prior or online versions of Hauler Hero terms are superseded by the terms set forth herein.

Enterprise Terms

PLEASE READ THESE ENTERPRISE TERMS ("TERMS") CAREFULLY BEFORE USING THE SERVICES OFFERED BY HAULER HERO, INC. ("HAULER HERO"). BY MUTUALLY EXECUTING THIS AGREEMENT WITH HAULER HERO WHICH REFERENCE THESE TERMS ("AGREEMENT"), YOU ("CUSTOMER") AGREE TO BE BOUND BY THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. Access to the Service. Subject to Customer's compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth) Hauler Hero grants Customer a nonexclusive, limited, personal, nonsublicensable, nontransferable right and license to internally access and use the Hauler Hero product(s) and/or service(s) specified in the Agreement (collectively, the "Service," or "Services") during the applicable Agreement Term (as defined below) for the internal business purposes of Customer, only as provided herein and only in accordance with Hauler Hero's applicable official user documentation for such Service (the "Documentation").
2. Implementation. Upon payment of any applicable fees set forth in the Agreement, Hauler Hero agrees to use reasonable commercial efforts to provide standard implementation assistance for the Service only if and to the extent such assistance is set forth on the Agreement ("Implementation Assistance"). If further assistance is required by Customer, then Customer can request services from Hauler Hero's Professional Services Division at $200/hour.
3. Support; Service Levels. Subject to Customer's payment of all applicable fees, Hauler Hero will provide support, maintenance, and uptime for each Service in accordance with the support package selected by Customer on the applicable Agreement.
4. Service Updates. From time to time, Hauler Hero may provide upgrades, patches, enhancements, or fixes for the Services to its customers generally without additional charge ("Updates"), and such Updates will become part of the Services and subject to this Agreement; provided that Hauler Hero shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Hauler Hero may make improvements and modifications to the Services at any time in its sole discretion; provided that Hauler Hero shall use commercially reasonable efforts to give Customer reasonable prior notice of any major changes. **Any optional modules or add-on features that are not part of the Customer's subscribed Service and that would incur additional Fees will be offered separately and will require the City's prior written consent before being added to the Customer's account.**
5. Ownership; Feedback. As between the parties, Hauler Hero retains all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Hauler Hero for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on the Agreement) shall be deemed a part of the "Services" and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may (but is not obligated to) provide suggestions, comments or other feedback to Hauler Hero with respect to the Service ("Feedback"). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for Hauler Hero notwithstanding anything else. Hauler Hero acknowledges and agrees that all Feedback is provided "AS IS" and without warranty of any kind. Customer shall, and hereby does, grant to Hauler Hero a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair Hauler Hero's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.
6. Managed Truck Licenses. A managed truck license corresponds to any number of work orders (stops) that are stored in the Hauler Hero system and serviced by only one driver during any

single day. Routes can only be assigned to drivers, can only appear in mobile, and can only have their work orders (stops) marked as completed in the system after a managed truck license has been assigned to that route. Typically, the number of managed trucks will be equal to the maximum number of routes that are run on any given day. Customer agrees to purchase at least the managed truck quantities set forth on the prior page for the specified term (the "Minimum License Level"). Additional licenses may be purchased at the same pricing during the term, with fees prorated for partial months, and Customer may adjust the actual number of licenses from time to time, provided that customer must always purchase a number of licenses equal to or greater than the Minimum License Level. Quarterly billing will be based upon the number of users at the beginning of the period, plus prorated billing for any added licenses and without reduction for licenses removed during the period.

7. Fees; Payment. Customer shall pay Hauler Hero fees for the Service as set forth in the Agreement ("Fees"). Unless otherwise specified, all Fees shall be invoiced quarterly in advance and all invoices issued under this Agreement are payable in U.S. dollars by the due date stated on the invoice. If Hauler Hero has not received full payment of an Invoice by the due date, Hauler Hero may suspend Customer's access to the Services until such time as full payment has been received. Invoices that are 60 days past due will be sent to collections. Credit Card payment will be subject to a 3% surcharge. Customer shall be responsible for all taxes associated with Service (excluding taxes based on Hauler Hero's net income). All Fees paid are non-refundable and are not subject to set- off.
8. Confidentiality. Hauler Hero will provide Customer with confidential information and proprietary materials during Customer's implementation, including, but not limited to, guides, product descriptions and configuration tools (the "Materials"). Customer agrees that the Materials are proprietary to and owned by Hauler Hero and that Customer will hold the Materials confidential and use them solely for the purpose of transitioning to and implementing the Hauler Hero platform. Customer further agrees to keep pricing confidential.
9. Restrictions. Except as expressly set forth in this Agreement, Customer shall not (and shall not allow any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) use the Service to build an application or product that is competitive with any Hauler Hero product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures Hauler Hero may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service). Customer is responsible for all of Customer's activity in connection with the Service, including but not limited to uploading Customer Data (as defined below) onto the Service. Customer (a) shall use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (b) shall not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights.
10. Customer Data. For purposes of this Agreement, "Customer Data" shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not Hauler Hero, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Customer represents and warrants that it has all rights necessary to provide the Customer Data to Hauler Hero as contemplated hereunder, in each case without any infringement, violation or misappropriation of any third party rights (including, without limitation, intellectual property rights and rights of privacy). Hauler Hero shall use commercially reasonable efforts to maintain the security and

integrity of the Service and the Customer Data. Hauler Hero is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Service unless such access is due to Hauler Hero's gross negligence or willful misconduct. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use. To the extent that the Customer Data includes any personal information, (i) Hauler Hero will process, retain, use, and disclose such personal information only as necessary to provide the Services hereunder and as otherwise permitted under this Agreement, which constitutes a business purpose, (ii) Hauler Hero agrees not to sell such personal data, to retain, use, or disclose such personal data for any commercial purpose other than the foregoing purposes, or to retain, use, or disclose such personal data outside of the scope of this Agreement. Hauler Hero understands its obligations under applicable data protection laws and will comply with them. Customer agrees and acknowledges that Customer Data may be irretrievably deleted if Customer's account is ninety (90) days or more delinquent. Hauler Hero will not delete any Customer Data unless Hauler Hero has contacted Customer alerting them of the late payment at least sixty (60) days prior to deleting any Customer data. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Hauler Hero may (i) internally use and modify (but not disclose) Customer Data for the purposes of (A) providing the Service to Customer and (B) generating Aggregated Anonymous Data (as defined below), and (ii) freely use, retain and make available Aggregated Anonymous Data for Hauler Hero's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing Hauler Hero's products and services). "Aggregated Anonymous Data" means data submitted to, collected by, or generated by Hauler Hero in connection with Customer's use of the Service, but only in aggregate, anonymized form which can in no way be linked specifically to Customer.

11. Co-Marketing: Customer agrees to work in good faith with Hauler Hero on any co-marketing efforts. Such Co-Marketing Activities may include, but are not limited to, (a) Hauler Hero displaying Customer logo publicly and (b) Customer hosting Hauler Hero to film Customer's usage and success on the Hauler Hero platform as well as permitting Hauler Hero to release the video to a public audience.
12. Third Party Services. Customer acknowledges and agrees that the Service may operate on, with or using application programming interfaces (APIs) and/or other services operated or provided by third parties to Customer ("Third Party Services"), including without limitation through integrations or connectors to such Third Party Services that are provided by Hauler Hero. Hauler Hero is not responsible for the operation of any Third Party Services nor the availability or operation of the Service to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services (including any Customer Data or other information relating thereto) and for complying with any applicable terms or conditions thereof. Hauler Hero does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.
13. Term; Termination. This Agreement shall commence upon the date indicated in the Agreement Initial Term section, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Agreement Terms. The "Agreement Term" shall begin as of the effective date set forth on the Agreement, and unless earlier terminated as set forth herein, (a) shall continue for the initial term specified on the Agreement, and (b) following the Agreement Initial Term, shall automatically renew for additional successive periods of twelve (12) months (each, an "Agreement Renewal Term"). Subscription Fees for each Agreement Renewal Term may be increased by Hauler Hero by up to three percent (3%) annually.

Either party may elect not to renew the Agreement by providing written notice of non-renewal at least one hundred eighty (180) days prior to the expiration of the Agreement Initial Term or then-current Agreement Renewal Term.

In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Hauler Hero may suspend or limit Customer's access to or use of the Service (i) in accordance with Section 7 of this Agreement, or (ii) if Customer's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with Hauler Hero's ability to provide access to the Service to other customers; provided that in the case of subsection (ii): (a) Hauler Hero shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Hauler Hero shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) Hauler Hero shall reinstate Customer's use of or access to the Service, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

14. Indemnification. Hauler Hero ("Indemnitor") shall defend, indemnify, and hold harmless the City of Independence, its employees, officers, contractors, and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses") that arise from or relate to any claim that the Hauler Hero Service infringes, violates, or misappropriates any third-party intellectual property or proprietary right, or violates applicable law.

    Hauler Hero's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing Hauler Herowith: (x) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve Hauler Hero of its indemnity obligations if Hauler Hero is materially prejudiced by such failure); (y) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (z) reasonable information and assistance in connection with such defense and settlement (at Hauler Hero's expense). The foregoing obligations of Hauler Hero do not apply with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Hauler Hero (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Hauler Hero, (iv) combined with other products, processes or materials not provided by Hauler Hero (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Service is not strictly in accordance herewith.

15. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.
16. Limitation of Liability. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS AND FOR CUSTOMER'S BREACH OF SECTION 7, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR

ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO HAULER HERO HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

17. Miscellaneous. This Agreement represents the entire agreement between Customer and Hauler Hero with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Hauler Hero with respect thereto. The Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in San Diego, California. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the Agreement. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) Hauler Hero may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.

Report
CITY OF INDEPENDENCE
January 22, 2026

Department **City Clerk** **Director Approval** **David Schwenker**

AGENDA ITEM City Board Minutes

BACKGROUND

SUPPORTING DOCUMENTS

1. 2025.12.17 Library Board Minutes

INDEPENDENCE PUBLIC LIBRARY

Board of Trustees Regular Meeting

17 December 2025

REGULAR SESSION

BOARD MEMBERS PRESENT: Michelle Avery, Carolyn Torrance, Lauri Zimmerman, Andy Taylor, and Ron Schwatken

Also attending: Library Director, Jon Long and Recording Secretary, Gloria McCoy

I CALL TO ORDER: The regular meeting of the library board was called to order by Chairman, **Michelle A**. at 5:22 pm.

A. Adoption of Agenda: Carolyn T. **moved** and **Lauri Z**. **seconded** a motion to approve the agenda as printed. **Motion carried.**

B. Approval of Minutes: Minutes of the 19 November 2025 were **approved.**

II CONSENT AGENDA: The consent agenda **was adopted** as presented.

A. **Approving of Accounting** for previous month was **adopted** as presented.

B. Approval of Bills for the **Previous Month** was **adopted.**

Total expenses for bills for the month of **November** was **$54,166.39.**

C. Approval of Payroll for **previous month** was **approved.**

III REPORTS

A. Holiday Festival: Approximately **130 people attended**. There were a couple of other events going on during the time we had our celebration. We may have to do a little adjustment maybe changing the date to the night of the Holiday Parade. Will check with the Chamber. Changes will be made to the cookie refreshments. Bagging up the cookies for the visitors will eliminate the long lines**.**

- Will continue with the Disney characters (Batman, Deadpool, Bat Woman, The Grinch, Disney Princess)

- Indy Ensemble was awesome as usual.

B. Book Sale/Spring Break Plans

- Planning to have 2 book sales per year. Donations rather than a set price**.** Looking for volunteers and will check with the high school for assistance.

IV. NEW BUSINESS

A. Library Mural Proposal

Estimates for the murals of 3 walls of library

- $8,000, $12,000 and $16,000. We will have fund raisers and donations from the Carnegie Foundation as well as the Friends of the Library.

- Themes of the murals will be local history on the walls between floors 1 and 2, Kid characters between 2 and 3 and the 3rd floor will be colorful positive affirmation, such as You can Do it, etc.

B. Floating Holiday/Neewollah Change: The library will close at 2 pm on Neewollah Thursday and will remain closed on the following Friday. Carolyn T. **moved** and **Lauri Z**. **second** a motion to close the library on theses days at those times**. Motion passed**.

C. Winter Break Additional Days: Carolyn T. moved and Lauri Z. seconded a **motion** to close the library between Christmas **and New** Year's**. Motion passed.**

D. Holiday Closing for 2026: Looked over the holiday policy and dates for Christmas and New Year's.

V. STAFF UPDATES

A. Staff Reports – Tech Support – **Tyler N**. has left so we will be looking to hire another **IT person**. We will start the hiring process in January. The position will be a **Library Technical Coordinator**. They will teach classes, assist with problems in the library and assist patrons.

VI. **COMMENTS FROM THE BOARD**

Optimist club – John spoke at this club gathering.

B. Library Presence in the community: A board member reminded us when placing posters to make sure that they are placed on both sides of 10th street.

RON SCHWATKEN **DATE OF APPROVAL**

Report
CITY OF INDEPENDENCE
January 22, 2026

Department Public Works & Utilities **Director Approval**

AGENDA ITEM Monthly Projects and Public Works Report

BACKGROUND

SUPPORTING DOCUMENTS

1. Project Status 1-2026cc

	Project Title	Project Description/Scope	Approx. Cost (000's)	Grant Portion	Arch. or Eng. Partner	Status	Last Month Progress	Next Month Plan/Issues	Projected Const Start	Projected Compl.
1	SS4A	Safe Streets for All grant.	$1,605	$1,605	TBD	Pre-grant.	Received revised contract from FHWA, reviewing.	Revised grant to FHWA, KDOT requested we approve contract with KDOT.	TBD	TBD
2	Whiskey Creek	Artificial lake for runoff water impoundment	TBD	TBD	GFT	Conceptual Design.	Waiting for confirmation from USDA.	Requested status from USDA.	TBD	TBD
3	Water Distribution Strategic Plan	Review water distribution system for repairs and replacement.	$50	TBD	EBH	Engineering in progress.	Engineering in progress.	Engineering in progress.	3Q26	4Q36
4	CCLIP Grant - 10th	Reconstruct 10th between Main and Laurel	$1,700	$1,500	GFT	Design.	Design continues.	City to pothole for waterline. Preparing traffic control overview.	4Q26	3Q27
5	Water Plant Next Phase	Water Plant Capital Work Per Master Plan	$9,500	n/a	PEC	Design.	Review additional alternatives with KDHE.	Review additional alternatives with KDHE, evaluate steel tanks for next phase.	2Q26	4Q29
6	KAIP - Apron Rehab	Apron rehab near Textron operations.	$840	$756	Lochner	Design.	Revised plan received, schedule review meeting with Textron early January.	Reviewed plan with Textron, revised, Textron approved, prepare final drawings for bid.	2Q26	3Q26
7	SPCC - Airport	Containment upgrades for fueling	$150	n/a	GFT	Design.	Rescoping meeting held.	Steel tank first step, review documents in January.	2Q26	2Q26
8	Penn and Chestnut	Rebuild corner to accommodate drainage.	TBD	TBD	GFT	Design complete.	Review plans with affected businesses.	Review plans with affected businesses, discuss funding.	1Q26	2Q26
9	Dam Review And Repair	Design dam diversion structure and bid required repairs.	$750	n/a	WRS	Pre-bid.	Planned Commission approval for bid early December, open in early February.	Open in early February.	3Q26	1Q27
10	Transp. Alt. Grant	8' sidewalk to Wal-Mart and Labette	$1,350	$980	GFT	Pre-bid.	Bid letting scheduled for December.	Award paperwork returned to KDOT.	1Q26	3Q26
11	KDHE Wastewater Loan	New sewer lines around 1st and Birch and around the Westminster area.	$3,000	TBD	GFT	Preconstruction.	Preparing documentation for KDHE award.	Award project, precon.	4Q25	2Q26
12	Memorial Hall HVAC	Cooling system replacement at Memorial Hall.	$500	TBD	LSA	Preconstruction.	Contracts in place, historical tax credits approved. Change order to replace hot water tank likely.	Preparing hot water change order.	4Q25	2Q26
13	Big Straw	Water pipeline to Bartlett.	$11,000	All (via Bartlett)	EBH	In construction.	Construction started, pump station delivery delayed to early January.	Construction started, pump station delivery delayed to early February.	4Q23	2Q26
14	Enterprise Drive	Buildout of street, utilities	$1,700	$1,300	GFT	In construction.	Schedule work, waiting on AT&T.	Schedule work, waiting on AT&T. Set up "re" precon with Graham	1Q22	1Q26
15	KDOT: Maple Street Cost Share	Complete rebuild, 17th Street to City Limits	$3,780	$1,600	GFT	In construction.	Awaiting RR flagging.	Awaiting RR flagging.	1Q22	1Q26
16	Rainbow Sanitary	New sanitary sewer section at Rainbow Drive.	$150	n/a	GFT	In construction.	Construction waiting on manholes, start late December/early January.	Construction waiting on manholes, start January 19.	4Q25	1Q26
17	Beech St. Culvert	Culvert replacement at Beech St.	$115	TBD	GFT	In construction.	Awaiting precast culvert. Early January start.	Awaiting precast culvert, anticipated delivery January 22.	4Q25	1Q26
18	Waterline/Meter Project	New Water Meters, Replace Some Water Main	$3,600	n/a	PEC	In construction.	Meters mainly installed.	Meters(all but 5) installed, substantially complete, working data issues.	1Q24	3Q25
A	2026 ADA	ADA work at various locations.	TBD	TBD	GFT	Developing.	New.	Evaluating engineering proposal.	2Q26	3Q26
B	Runway 4/22	Mill and overlay Runway 4/22.	$1,600	$1,530	Lochner	Developing.	Awaiting proposal.	Contract for engineering services approved, sent to FAA.	2Q26	4Q27
C	Airport Signs	Replace various directional signs at the airport.	$1,600	$1,530	Lochner	Developing.	New.	Preparing application	TBD	TBD

Green shade denotes changed/new information from last month.