

INDEPENDENCE CITY COMMISSION  
**REGULAR SESSION AGENDA**

May 28, 2026

5:30 PM

Commission Room City Hall

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

The Agenda shall be as follows:

I. REGULAR SESSION

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

II. APPOINTMENTS

- A. Consider appointing two new members to a first term on the Landbank Board expiring on June 1, 2029.

III. CONSENT AGENDA

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

- A. Consider approving the minutes of the regular and special meetings on May 14 and 20, 2026.
- B. Consider waiving notice for lease extension from EAA Chapter #980.
- C. Consider allowing specified items to be auctioned on eBay.
- D. Consider adding two ADA parking spots on North 14th Street between Myrtle and Laurel Streets.
- E. Consider bidding for construction of containment at the Airport.
- F. Consider a short-term lease during construction of the Transportation Alternatives project.
- G. Consider adopting a resolution authorizing the execution of closing documents.

IV. PUBLIC HEARING

- A. Public Hearing to consider the condemnation of 314 N. 5th Street as dangerous and unsafe.
- B. Public Hearing to consider the condemnation of 401 S. 2nd Street as dangerous and unsafe.
- C. Public Hearing to consider the condemnation of 721 Washington 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 817 W. Cottonwood Street as dangerous and unsafe.

V. ITEMS FOR COMMISSION ACTION

- A. Consider setting a Public Hearing to consider the condemnation of 604 1/2 N. 17th Street as dangerous and unsafe.
- B. Consider awarding bids to remove 21 structures previously condemned as dangerous and unsafe.
- C. Consider a resolution approving a conditional use permit for multi-family dwellings in an existing nonresidential structure at 201 N. Penn in the C-3 District.

D. Consider authorizing acceptance for a Safe Streets for All (SS4A) grant contract from the Federal Highway Administration.

VI. REPORTS

A. Monthly Projects and Public Works Report

VII. CITY MANAGER'S COMMENTS

VIII. COMMISSIONERS' COMMENTS

IX. PUBLIC CONCERNS

X. EXECUTIVE SESSION

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

XI. ADJOURNMENT



**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 28, 2026**

**Department Admin**

**Director Approval Kelly Passauer**

**AGENDA ITEM** Consider appointing two new members to a first term on the Landbank Board expiring on June 1, 2029.

**SUMMARY RECOMMENDATION** Staff recommends the Governing Body consider appointing Patty Ann Sandborn and Malinda McGowan to the Independence Land Bank Board of Trustees for three-year terms.

**BACKGROUND** The Independence Land Bank Board of Trustees currently has two openings due to the term completions of Shelley Hudson and Mary Jo Wallis. Both have served two full terms and are not eligible for reappointment. Staff would like to thank Ms. Hudson and Ms. Wallis for their service, time, and commitment to the Independence Land Bank and its work to return vacant, abandoned, tax-foreclosed, and otherwise underutilized properties to productive use.

The Independence Land Bank Board is composed of seven members, all of whom must be residents of the City. Board members are appointed by the Governing Body, and vacancies are filled by appointment. Following the initial staggered terms, board members serve three-year terms.

The City advertised the two openings and stated that preferred candidates should have experience in law, finance, real estate, and/or construction. Applications were due by noon on May 21, 2026. The City received two applications in response to the notice.

The following individuals submitted applications for consideration:

1. Patty Ann Sandborn

Ms. Sandborn is a resident of Independence and applied to serve on the Independence Land Bank Board. Her application notes prior board service with United Way, Neosho County Memorial Hospital Board, Safari Museum Board, Coffey County Chamber Board, and other organizations. She also stated that she has worked closely on housing committees throughout Southeast Kansas and would like the opportunity to give back to the community where she grew up.

2. Malinda McGowan

Ms. McGowan is a resident of Independence and applied to serve on the Land Bank Board. Her application notes 15 years of committee experience in education, grant writing experience through a National Science Foundation grant, program development experience, and work creating partnerships with private industry. She stated that she wants to be more involved in the community and help create a sustainable and bright future for the next generation.

The Land Bank plays an important role in the City's housing, neighborhood revitalization, demolition, and redevelopment efforts. Board members are responsible for helping guide the acquisition, management, maintenance, and disposition of properties held by the Land Bank. The Board's duties include evaluating potential uses for property, maintaining property inventories, planning for the sale or disposition of property, and keeping records related to Land Bank activities.

**FINANCIAL INFORMATION** There is no direct financial impact associated with the appointments.

**SUGGESTED MOTION** I move to appoint Patty Ann Sandborn and Malinda McGowan to the Independence Land Bank Board of Trustees for first three-year terms expiring on June 1, 2029.

#### **SUPPORTING DOCUMENTS**

1. SandbornPattyAnn - LandBank-Received 05202026\_Redacted
2. McGowanMalinda - LandBank-Received 05212026\_Redacted

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**Online Form Submittal: Board Application**

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

**Date** Wed 5/20/2026 6:45 PM

**To** Kelly Passauer <kellyp@independences.gov>

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

**Board Application**

Board Applying For:	Independence Land Bank
Name	Patty Ann Sandborn
Date	5/20/2026
Address	1015 North 2nd Independence, KS 67301
Email Address	
Phone Number	
<b>Educational Background:</b>	
High School Name and Location	Independence High School
Graduated/Degree	1972
College Name and Location	Pitt State University
Graduated/Degree	<i>Field not completed.</i>
Major	<i>Field not completed.</i>
Other Education Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Emphasis	<i>Field not completed.</i>
Do you reside inside the corporate limits of the City of	Yes

Independence?

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

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What experiences have you had that you feel would assist you as a board member? I have served on United Way, Neosho County Memorial Hospital Board, Safari Museum Board, Coffey County Chamber Board, and several others.

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Why do you want to become a member of the board? I would appreciate the opportunity to get involved in my hometown by serving on the Independence Land Bank Board since my husband and I just recently moved to Independence. In my current employment position, I have worked closely on housing committees throughout the Southeast Kansas area. I would appreciate an opportunity to give back to the community that I grew up in.

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Do you feel that there are any issues needing immediate attention by the board? If so, please explain. No, I think that the Independence Land Bank is a board that allows many opportunities for the community and I would like to be a part of process.

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Other comments: *Field not completed.*

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## Online Form Submittal: Board Application

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

**Date** Thu 5/21/2026 2:06 PM

**To** Kelly Passauer <kellyp@independences.gov>

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

### Board Application

Board Applying For:	Land bank board
Name	Malinda McGowan
Date	5/22/2026
Address	424 N 2ND ST
Email Address	
Phone Number	
Educational Background:	
High School Name and Location	Independence high school
Graduated/Degree	Diploma
College Name and Location	University of Alabama Birmingham
Graduated/Degree	MA
Major	Sociology
Other Education Name and Location	Pittsburg State University
Graduated/Degree	MS
Emphasis	Special education
Do you reside inside the corporate limits of the City of	Yes

Independence?

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

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What experiences have you had that you feel would assist you as a board member? I have been apart of many committees within my 15 years in education. I work well with many different people always using research and data to drive decisions.  
I have been the PI on a National Science Foundation grant that brought 400k to ICC and has created two new positions and the development of a new program. Through my experience with NSF I have learned about the grant writing process, post award requirements and how to leverage grant opportunities with private industry to create lasting partnerships and programs.

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Why do you want to become a member of the board? I want to become a member of this board because I want to be more involved in our community. I believe that it's important to be active in the community to create a sustainable and bright future for the next generation.

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Do you feel that there are any issues needing immediate attention by the board? If so, please explain. There are no issues that I can think of at this time that would require immediate attention.

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Other comments: *Field not completed.*

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**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 28, 2026**

**Department City Clerk**

**Director Approval David Schwenker**

**AGENDA ITEM** Consider approving the minutes of the regular and special meetings on May 14 and 20, 2026.

**SUMMARY RECOMMENDATION** Approve the minutes.

**BACKGROUND**

**FINANCIAL INFORMATION**

**SUGGESTED MOTION** I move to approve the minutes of the regular and special meetings held on May 14 and May 20, 2026.

**SUPPORTING DOCUMENTS**

1. May 14 2026 Commission Meeting Minutes
2. May 20 2026 Special Commission Meeting Minutes

## Minutes of the City Commission's May 14, 2026 Meeting

### I. REGULAR SESSION

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

City Staff Present: Kelly Passauer, City Manager; David Cowan, Assistant City Manager; Jeff Chubb, City Attorney; David Schwenker, City Clerk/City Treasurer; John Garris, City Engineer/Director of Public Works; Dustin Stafford, Chief of Police; Jordan Bagley, IT Technician Coordinator; Jimmy Holt, Assistant Police Chief; Aaron Cook, Fire Chief; April Nutt, Director of Housing Authority; and Lacey Lies, Finance Director.

Visitors Present: Larry McHugh, Breanna Sanford, Sherri Garris, Mitch Walter, Ginger Hill, Lori Kelley, Beth Patton, Gina Halsey, Ned Stichman and Tabatha Snodgrass.

#### A. Call to Order

**Mayor Hayse called the meeting to order.**

#### B. Pledge of Allegiance to the United States of America

#### C. Adoption of Agenda

**Motion:**

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

**Aye: Dean Hayse, Scott Smith, Tim White**

**Nay: None**

### II. APPOINTMENTS

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

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

**Minutes of the City Commission's May 14, 2026 Meeting**

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

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

**Minutes of the City Commission's May 14, 2026 Meeting**

**Below is the current makeup of the Independence Library Board:**

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

**Motion:**

**On the motion of Dean Hayse, seconded by Tim White, the Commission appointed Ian Cizerle-Brown and Debbie Dye to first terms on the Library District Board of Trustees effective May 1, 2026 and expiring on May 1, 2030.**

**Aye: Dean Hayse, Scott Smith, Tim White**

**Nay: None**

**III. PRESENTATIONS**

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

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

**Minutes of the City Commission's May 14, 2026 Meeting**

**to community-oriented policing, working to build trust and lasting relationships between law enforcement and the citizens they serve.**

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

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

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

IV. CONSENT AGENDA

**Motion:**

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

**Aye: Dean Hayse, Scott Smith, Tim White**

**Nay: None**

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

**Suggested Motion:**

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

- B. Consider authorizing bidding for the 2026 Street Marking project.

**It has been requested to refresh existing paint marking on several road segments. Given that the volume of painting requested likely exceeds the capacity of the Street Department since they have a relatively small window when they have time, a private contractor is the best alternative to get the work done. A bid date was originally scheduled in March of 2026, but no bids**

## Minutes of the City Commission's May 14, 2026 Meeting

were received. The attached bid document has been revised from lump sum to unit-price. If approved, bids would be due at 2pm on June 11, 2026.

### **Suggested Motion:**

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

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

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

**Advertise for Bids on or before August 15, 2026**

**Open Sealed Bids on or before September 15, 2026**

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

### **Suggested Motion:**

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

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

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

**Participation in this program has provided stability in pricing and reduced exposure to market volatility during extreme weather events. The proposed 2026 to 2029 participation agreement differs from prior years in that it**

## Minutes of the City Commission's May 14, 2026 Meeting

establishes a three year fixed price contract covering all natural gas usage at Memorial Hall, eliminating exposure to market price fluctuations, rather than a one year agreement with partial or phased fixed pricing options. Following participation approval, the City will receive a supply agreement from WoodRiver Energy for execution.

### **Suggested Motion:**

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

## V. PUBLIC HEARING

- A. Public Hearing to consider an Ordinance for a Reinvestment Housing Incentive District for 201 North Penn Avenue.

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

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

### **Motion:**

**On the motion of Tim White, seconded by Scott Smith, the Commission approved Ordinance No. 4506 establishing a Reinvestment Housing Incentive District for 201 N Penn Avenue.**

**Aye: Dean Hayse, Scott Smith, Tim White**

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**Nay: None**

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

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

**Motion:**

**On the motion of Scott Smith, seconded by Tim White, the Commission adopted Resolution 2026-057 of intent to issue industrial revenue bonds with the provision of a tax abatement for property located at 201 N. Penn Avenue.**

**Aye: Dean Hayse, Scott Smith, Tim White**

**Nay: None**

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

**The property located at 1104 W. Chestnut has previously been reported to the City due to concerns regarding the condition of the primary structure and related environmental issues. Upon inspection, City staff observed that both structures on the property were in significant disrepair, posed safety hazards, and did not have active utility services as of November 9, 2020.**

**The structures located at 1100 and 1104 W. Chestnut were subsequently purchased by Luis Aguiar, who submitted a proposed timeline for repairs to the properties. Work is currently underway at 1100 W. Chestnut.**

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

**Motion:**

**On the motion of Tim White, seconded by Scott Smith, the Commission adjourned the Public Hearing for 1104 W. Chestnut until July 23, 2026, at 5:30 pm.**

## Minutes of the City Commission's May 14, 2026 Meeting

**Aye: Dean Hayse, Scott Smith, Tim White**

**Nay: None**

### VI. ITEMS FOR COMMISSION ACTION

- A. Consider proclaiming May 10th - 16th as Police Week.

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

**Motion:**

**On the motion of Scott Smith, seconded by Tim White, the Commission proclaimed May 10th through May 16th as Police Week in Independence in recognition of the commitment to excellence the members of the Independence Police Department demonstrate every day.**

**Aye: Dean Hayse, Scott Smith, Tim White**

**Nay: None**

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

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

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

**Motion:**

**On the motion of Tim White, seconded by Scott Smith, the Commission proclaimed May 17th - 23rd, 2026 as EMS Week.**

## Minutes of the City Commission's May 14, 2026 Meeting

**Aye: Dean Hayse, Scott Smith, Tim White**

**Nay: None**

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

**Updated vendor pricing has been received for EV charging equipment from Lilypad. The revised quote reflects a total cost of approximately \$11,026.06 per dual port charging unit prior to tax, consistent with prior estimates which excluded sales tax. The updated pricing shows a modest increase in the base charger cost from \$7,819 to \$7,972.06 per unit, while all other components including the cloud subscription of \$730, mounting template of \$125, ChargePoint Assure of \$430, activation services of \$249, and freight of \$260 remain unchanged.**

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

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

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

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

**Ongoing maintenance costs beginning in year two are estimated at approximately \$3,480 annually for all three units. Funding for the project is**

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anticipated through the NEVI Program, which provides federal funding for eligible projects.

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

### **Motion:**

On the motion of Scott Smith, seconded by Tim White, the Commission authorized submission of a Project Interest Form to the Kansas Department of Transportation for EV Charging Infrastructure Funding.

**Aye: Dean Hayse, Scott Smith, Tim White**

**Nay: None**

- D. Consider cosponsoring the Biking Across Kansas event on June 11–12, 2026, authorizing the use of Memorial Hall, blocking the 200 block of North Penn, authorizing food trucks to set up downtown and at Memorial Hall, and waiving the sign regulations regarding event-related signs in the City rights-of-way during the event.

**The City of Independence has been selected as an official host community for the 2026 Biking Across Kansas event, an annual statewide bicycle tour that promotes tourism, health, and community engagement.**

**Bike Across Kansas is a multi-day cycling tour that brings participants from across Kansas and beyond, with Independence scheduled as an overnight host location on June 11, 2026.**

**Planning efforts have been underway in coordination with the Independence Chamber of Commerce, local schools, City departments, and event organizers. Regular coordination meetings have been held to finalize logistics, including event scheduling, food planning, and community engagement activities.**

**Recent updates from BAK organizers indicate strong participation, with approximately 382 individuals registered as of early May, including riders, volunteers, and staff.**

**As part of hosting responsibilities, the City has been asked to support event operations through facility use, traffic control, vendor accommodations, and**

**Minutes of the City Commission's May 14, 2026 Meeting**

**temporary signage allowances. These coordinated efforts are intended to ensure a safe and welcoming experience for participants while maximizing community involvement and economic activity.**

**Food vendors participating in the event will be required to comply with all City permitting and licensing requirements.**

**This coordinated effort is intended to ensure a safe and welcoming experience for participants while maximizing community involvement and economic activity.**

**Motion:**

**On the motion of Tim White, seconded by Scott Smith, the Commission approved co-sponsorship of the Biking Across Kansas event from June 11 to June 12, 2026, authorized the use of Memorial Hall, approved the temporary closure of the 200 block of North Penn, authorized food trucks to operate downtown and at Memorial Hall during the event, and waived sign regulations related to event signage within City rights of way for the duration of the event.**

**Aye: Dean Hayse, Scott Smith, Tim White**

**Nay: None**

- E. Consider approving a Downtown Independence Building Grant for 201 West Main, Booth Residences LLC.

**Jarod Clark, owner of Booth Residences LLC, has applied for a Downtown Independence Building Grant. Mr. Clark intends to replace the roof above the 5th floor work to be performed by Falcon Roofing with a bid in the amount of \$152,015.76. All required documents have been submitted to meet the program requirements, roof replacement is an eligible grant request, and the Downtown Independence Building Grant committee has approved the request.**

**In addition to applying for the Downtown Independence Building Grant, the Booth Residences LLC also received a \$100,000 Heritage Trust Fund Grant to assist with roof replacement.**

**Motion:**

**On the motion of Scott Smith, seconded by Tim White, the Commission approved a Downtown Independence Building Grant in the amount of \$25,000 for 201 West Main, Booth Residences LLC.**

## Minutes of the City Commission's May 14, 2026 Meeting

**Aye: Dean Hayse, Scott Smith, Tim White**

**Nay: None**

### VII. REPORTS

#### A. City Board Minutes

- 1. March 3rd 2026 Planning Commission/Board of Zoning Appeals Minutes.**
- 2. April 7th 2026 Planning Commission/Board of Zoning Appeals Minutes.**
- 3. April 13, 2026 Independence Historical Preservation and Resource Commission Minutes.**

### VIII. CITY MANAGER'S COMMENTS

City Manager Passauer provided a list of upcoming special and regular Commission meetings and noted that City Hall will be closed for Memorial Day.

Assistant City Manager Cowan provided an update on future condemnations and demolitions.

Director Nutt provided an update on the homes that were completed in the Jefferson Subdivision.

### IX. COMMISSIONERS' COMMENTS

Commissioner White mentioned that he was excited about the increase in nice homes available to show to potential buyers.

### X. PUBLIC CONCERNS

Beth Patton expressed her concern over the Beech Street culvert project.

### XI. EXECUTIVE SESSION

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

**Minutes of the City Commission's May 14, 2026 Meeting**

**Motion:**

**On the motion of Dean Hayse, seconded by Scott Smith, the Commission recessed for an executive session for consultation with an attorney representing the City regarding a legal issue pursuant to the attorney/client privilege exception found at K.S.A. 75-4319(b)(2). The open meeting will resume at 6:43 p.m. in the Commission Room of City Hall.**

**Aye: Dean Hayse, Scott Smith, Tim White**

**Nay: None**

**The open meeting resumed at 6:43 p.m.**

**Motion:**

**On the motion of Dean Hayse, seconded by Scott Smith the Commission recessed for an executive session for consultation with an attorney representing the City regarding a legal issue pursuant to the attorney/client privilege exception found at K.S.A. 75-4319(b)(2). The open meeting will resume at 6:50 p.m. in the Commission Room of City Hall.**

**Aye: Dean Hayse, Scott Smith, Tim White**

**Nay: None**

**The open meeting resumed at 6:50 p.m. with no action taken.**

**B. Discussions prior to acquisition of real estate.**

**Motion:**

**On the motion of Dean Hayse, seconded by Scott Smith, the Commission recessed for an executive session to discuss the possible acquisition of real estate pursuant to the preliminary discussion on the acquisition of real estate exception, KSA 75-4319(b)(6). The open meeting will resume at 7:12 p.m. in the Commission Room of City Hall.**

**Aye: Dean Hayse, Scott Smith, Tim White**

**Nay: None**

**The open meeting resumed at 7:12 p.m.**

**XII. POSSIBLE ACTION AFTER EXECUTIVE SESSION**

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

**Minutes of the City Commission's May 14, 2026 Meeting**

**Motion:**

**On the motion of Dean Hayse, seconded by Scott Smith, the Commission authorized the acquisition of a parcel totaling approximately 7.99 acres from Rodney and Erin Musgrove for \$285,000, using Economic Development Funds, pending City Attorney approval, for future economic development. The property is located directly north of the FedEx facility.**

**Aye: Dean Hayse, Scott Smith, Tim White**

**Nay: None**

**XIII. 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**

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**W. Scott Smith, Commissioner**

---

**Tim White, Commissioner**

**Attest:**

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**City Clerk/Treasurer**

## Minutes of the City Commission's May 20, 2026 Meeting

### I. SPECIAL SESSION

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

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

Visitors Present: Mackey Smith by phone.

#### A. Call to Order

**Mayor Hayse called the meeting to order.**

### II. EXECUTIVE SESSION

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

**Motion:**

**On the motion of Dean Hayse, seconded by Tim White, the Commission recessed for an executive session for consultation with an attorney representing the City regarding a legal issue pursuant to the attorney/client privilege exception found at K.S.A. 75-4319(b)(2). The open meeting will resume at 9:00 a.m. in the Commission Room of City Hall.**

**Aye: Dean Hayse, Scott Smith, Tim White**

**Nay: None**

**The open meeting resumed at 9:00 a.m. with no action taken.**

### III. ITEMS FOR DISCUSSION

#### A. Discussion of the Community-Based Strategic Plan.

**Mackey Smith led the discussion.**

### IV. ADJOURNMENT

**Minutes of the City Commission's May 20, 2026 Meeting**

**Motion:**

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

**Aye: Dean Hayse, Scott Smith, Tim White**

**Nay: None**

---

**Dean A. Hayse, Mayor**

---

**W. Scott Smith, Commissioner**

---

**Tim White, Commissioner**

**Attest:**

---

**City Clerk/Treasurer**



**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 28, 2026**

**Department Airport**

**Director Approval John Garris**

**AGENDA ITEM** Consider waiving notice for lease extension from EAA Chapter #980.

**SUMMARY RECOMMENDATION** Waive notice and continue lease.

**BACKGROUND** The EAA (Experimental Aircraft Association) chapter has had a lease on a clubhouse at the Independence Municipal Airport since at least 2016. This is a not-for-profit organization. The lease that became effective on January 1, 2016 contained provisions for three extensions of five years each on the initial lease period of five years, which would provide them with a lease potentially lasting until December 31, 2035.

However, the lease requires that the EAA provide notice that they are going to exercise their option to renew by sending a letter at least sixty days prior to the end date of the lease. Because of an oversight, they did not do so for this renewal period, but they have indicated they would like to continue the lease. As the EAA is a club previously recognized for their positive civic impact, staff requests that the Commission waive notice and allow the EAA's lease to continue uninterrupted as if the option to renew had been provided on time.

**FINANCIAL INFORMATION** The lease provides \$1 a year in revenue.

**SUGGESTED MOTION** I move to waive notice for lease extension from EAA Chapter #980 and continue the contract as if such notice had been received in a timely fashion.

**SUPPORTING DOCUMENTS**

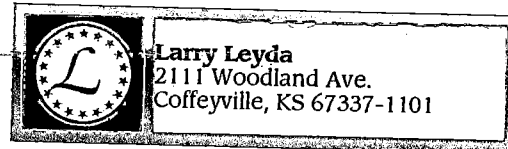
1. EAA Chapter 980 Letter
2. AGREEMENT - JAN 1 2016 TO DEC 31 2020

To: City of Independence, Kansas (JOHN GARRIS)  
From: The EAA Chapter 980  
Larry E. Leyda Treasurer EAA 980

We would like to request an extension to the old lease,  
of the EAA building located at the Independence Airport..  
Thank you for your consideration: Larry E. Leyda Treasurer of EAA 980

May 19 2025

*Larry E. Leyda* TREAS. 980





## Lease Agreement

This Agreement made and entered into on the 1<sup>st</sup> day of January, 2016 by and between the City of Independence, Kansas, a municipal corporation (hereafter City) within the State of Kansas, and EAA Chapter #980, Inc., a Kansas not-for-profit corporation (hereafter Chapter).

WHEREAS, the City owns the following described real estate:

A tract of land beginning 460' south of the center line of C Street and 70' north of the center line of 1<sup>st</sup> Avenue, thence south 30', west 100', north 30', east 100' to the point of beginning. An area of 3,000 square feet or .07 acres (See Exhibit A attached)

AND WHEREAS, Chapter has previously leased the property and desires to renew the lease.

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

1. **Initial Term:** This lease is for a term of five (5) years beginning January 1, 2016 and ending December 31, 2020.
  
2. **Option to Renew:** Chapter shall have the right, to be exercised as hereinafter provided, to renew the term of this lease for three successive periods of five years each, on the following terms and conditions:
  - a. No significant or material default of any term or condition of the lease is existing or continuing in the performance of the lease.
  
3. **Method of Exercising Option:** The Chapter shall exercise its right to renew this lease in the following manner:
  - a. At least sixty days prior to the expiration of the initial term, or the renewal term, the Chapter shall notify City in writing of its election to exercise the right to renew the term of the lease for the subsequent renewal term, as the case may be.

- b. On the giving of such notice of election, this lease shall be deemed to be renewed for a period of five years under the same terms and conditions.

4. **Leasehold Improvements:** The Chapter shall have the right to construct, erect and install such apparatus, equipment and fixtures as may be necessary to use the premises and upon termination of the lease all such improvements shall be considered as leasehold improvements. Prior to making any structural improvements or modifications to the premises, the Chapter shall obtain written consent from the City.

5. **Building Ownership:** The building and any other buildings constructed on the premises included in this lease shall become property of the City upon completion.

6. **Maintenance of Premises:** The Chapter agrees that it shall keep the premises in good repair, free of debris, and will obey all City ordinances. Upon termination of this lease, Chapter will return the premises to the City in as good condition as at the commencement of the initial term of this lease, excepting ordinary wear and tear.

7. **Right to Enter Premises:** Upon request, the City, its officers and agents, shall have free access to the premises for the purpose of inspecting the same.

8. **Sublease Agreement:** The Chapter shall not sublet the premises or any part thereof, or assign this lease without first obtaining written consent of the City.

9. **Use of Premises by Chapter:** The premises shall be used primarily for aviation related activities including, but not limited to, a meeting place for Chapter and for the repair, improvement or construction of members' aircraft. No work shall occur on the premises for which a charge shall be made or which is in competition with the City or any business located at the Independence Municipal Airport (hereafter Airport), without approval of the City.

10. **Airport Facilities:** The City reserves the right, but shall not be obligated to the Chapter, to maintain and keep in repair all publicly owned facilities of the Airport, including runways and taxiways, together with the right to direct and control all activities of the Chapter in this regard.

11. **Improvements to Airport Facilities:** The City reserves the right to develop or improve the Airport and the Airport facilities, including runways and taxi strips, and all public owned air navigation facilities, as it sees fit, regardless of the desires of view of the Chapter, and without interference or hindrance by the Chapter.

12. **Obstruction to Airport Approaches:**

- a. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Chapter from erecting or permitting to be erected, any building or other structure on the Airport property which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft, notwithstanding any other provision of this lease to the contrary.
- b. The Chapter agrees to submit a FAA Form 7460-1 to the Federal Aviation Administration, Notice of Proposed construction or alteration, and obtain a favorable determination regarding any proposed construction, prior to commencing construction hereunder.

13. **War or National Emergency:** During the time of war or national emergency, the City shall have the right to enter into any agreement with the United States government for military or naval use of part or all of the said Airport, the publicly owned air navigation facilities, and diagonal or other areas or facilities of the airport. If any such agreement is executed, the provisions of this lease, insofar as they are inconsistent with the provisions of the agreement with the government, shall be superceded.

14. **Subordination:** This lease shall be subordinate to the provisions of any outstanding agreement between the City and the United States government relative to the maintenance, operation, or development of the Airport.

15. **Non-Interference:** It is understood and agreed that the rights granted by this lease shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.

16. **Air Easements:** There is hereby reserved to the City, its successors and

assigns, for the use and benefit of the public, the free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the premises herein conveyed, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of, or flight in the air, using said air space for landing at, taking off from, or operating on or about the Airport.

17. **Non-discrimination:** The Chapter shall not, on the grounds of race, color, physical handicap or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation, or in any manner prohibited by any other statute, law, regulations, or act. The City reserves the right to take such action as the United States government or any other governmental agency or unit may direct to enforce this covenant.

18. **Regulation of Airport by the City:** It is mutually understood and agreed that the regulation of the Airport is under the direction of the City Manager of the City, and the Chapter hereby agrees to abide by all reasonable regulations issued by the City Manager in connection with said Airport operations.

19. **Hold Harmless:** The Chapter further covenants and agrees that it shall not hold the City or any of its agents, employees or officers responsible for any loss occasioned by fire, theft, windstorm, rain, hail, or from any other causes whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any property owned by Chapter or under its control. The Chapter agrees to indemnify, defend, and save the City, its agents, officers, representatives, and employees harmless from and against any and all liability or loss resulting from claims or court actions arising directly or indirectly out of the activities of the Chapter, its agents, servants, guests, or business visitors under this lease, or by reason of any act or omission of such person or persons. The Chapter agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of utilization of the building by the Chapter.

20. **Liability Insurance:** The Chapter shall procure and maintain in force public liability insurance at its expense during the term of this lease. Such coverage shall be adequate to protect against liability for damage claims through public use of, or arising out of accidents occurring in or around the leased premises due to actions of the Chapter, in a minimum amount of Five hundred thousand dollars (\$500,000.00) for

property damage and bodily injury. Proof of insurance shall be furnished to the City upon request. If the insurance is not kept in force during the entire term of this lease, the City may cancel the lease and the Chapter shall immediately return possession of said premises to the City.

21. **Taxes:** Currently the City is not paying ad valorem taxes on the premises. If the current tax exemption is not continued due to this lease, or any other actions beyond the control of the City, all ad valorem taxes and any other taxes relating to use or occupancy of the premises shall be paid by the Chapter.

22. **Subordination of Previous Agreements:** The provisions of this lease shall supercede and replace any former lease agreement between the parties, and any former lease between the parties is hereby canceled and annulled.

23. **Care of Premises:** Upon the termination of this lease, the Chapter shall remove all of its personal property from the premises and shall leave the premises in a clean and orderly condition consistent with the industrial or commercial utilization made of the premises. The premises, and all buildings, structures, and improvements shall be left free of hazardous, caustic, volatile, or other dangerous substances and materials, to a degree which shall comply with the then existing applicable environmental laws, statutes, rules and regulations.

24. **Restrictions on Use:** The Chapter shall not use the premises in any manner that will unreasonably increase the risks to the buildings situated thereon of fire or explosion, or in any manner that would unreasonably interfere with the use and enjoyment of the adjoining property by other lessees, or tenants, or the City. The Chapter shall not park or store machinery, tools, equipment, or material outside of any building. The Chapter shall keep the buildings and approaches thereto and the adjoining area free and clear of any debris, refuse or trash.

25. **Termination of Lease:** It is further mutually agreed this agreement may be canceled by either party upon sixty (60) days written notice to the other of its intention to cancel same.

26. **Rent:** The Chapter shall pay the City an annual rent payment of one dollar (\$1.00) per year payable on the execution and delivery of this lease agreement, and in advance for each succeeding year until the lease is terminated.

27. **Payment of Utilities:** The Chapter shall be responsible for all costs to set electric and gas meters and pay all monthly costs of such electric and gas services. The City shall install a water meter at no expense to the Chapter, but the Chapter shall be responsible for payment of monthly costs for use of water and sanitary sewer services.

28. **The FAA Approval of Agreement:** This lease shall be subject to any required approval of the Federal Aviation Administration.


29. **Property Insurance:** The City has the option to maintain property insurance for fire, windstorm and casualty damage to the building, excluding any building contents, or for any aircraft or equipment maintained in such building.

30. **Damage or Destruction of Premises:** In the event the leased premises should be destroyed at any time during the term of this lease by fire, wind storm, or other casualty, the City shall not be required to repair or replace the premises. The Chapter shall have the option at its cost to repair or replace said premises, or any part thereof, or may choose not to replace such premises. The City shall not be responsible for loss to the building's contents. The Chapter may be responsible for insuring the building's contents and shall be liable for any loss incurred thereto.


IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the day and year first above written.

CITY OF INDEPENDENCE

By:

  
Leonhard Caflisch, Mayor

ATTEST:

  
Jennifer D. Rutledge, City Clerk

EAA CHAPTER #980, INC.


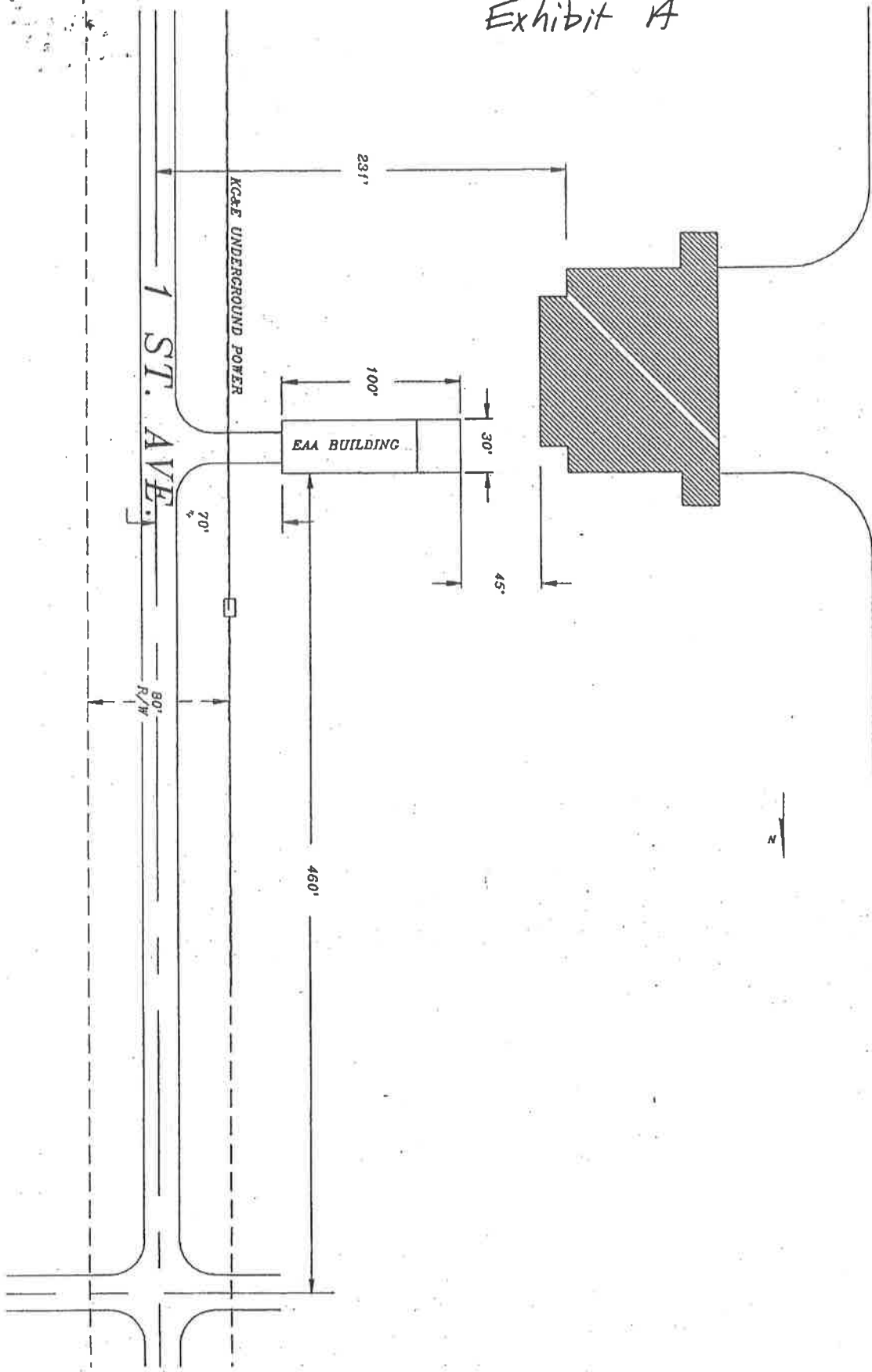
By:   
Dale Wilkens, President

Exhibit A



8



**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 28, 2026**

**Department Admin**

**Director Approval John Garris**

**AGENDA ITEM** Consider allowing specified items to be auctioned on eBay.

**SUMMARY RECOMMENDATION** Authorize auction.

**BACKGROUND** The attached list of items has been selected as potentially having enough value for sale by auction. We have been using Purple Wave, but due to the nature of equipment sold, it is unlikely that these items will find a market on that platform. The items are listed in the attachment and have been reviewed by all departments in the City and none of them are felt to be of further use. Please note that values attached to the items are only approximations, and are not based on a third-party professional appraisal, and it is not known what value any individual item will bring, if any.

It is recommended that these items be placed for auction on eBay, for disposal with net proceeds of the auction returning to the City. Only a few items at a time will be sold until staff becomes experienced with the process. Items not sold will be scrapped or recycled.

**FINANCIAL INFORMATION** Hourly employee time will be used to place the items for sale and to set up shipping on a City established eBay account. When an item is not felt to bring incremental value above the time spent, it will be scrapped.

**SUGGESTED MOTION** I move to authorize the sale of items listed on the attachment on eBay.

**SUPPORTING DOCUMENTS**

1. Auction Items 2

Location	Item	Estimated Worth
Memorial Hall	1997 Peavey XR-400 4 Channel Mixer Amp	\$150
	Lowell Amplifier	\$200
	Tascam CC-222 MKII Analog CD Recorder / Cassette Deck	\$300
	Tascam CD-A500 CD Player & Cassette Combo Deck	\$100
	Biamp TI-2 Audia Flex Digital Sound Processor	\$75
	Biamp Nexia Conferencing Mixer Digital Signal Processor	\$100
	Capio Plus CP20HP ILS-CM-HP-20 Dimmer Module	\$100
	ViewSonic LS810 DLP WXGA Projector	\$2,000

Park/Zoo	Item	Estimated Worth
	Cage	\$50/each
	Projector	\$100.00
	X-Ray Light Box	\$150.00
	Stainless Steel Sink	\$100/each
	Exam Table	\$300/each
	Pond Inserts	\$300/each
	Shop Light	\$50.00
	Flower Pots	\$5/each
	Cart	\$20.00
	Small Sink	\$50.00
	Cast Iron Bell	\$250.00
	Aquarium Accessories	\$50/each
	Refrigerator	\$50.00
	Double Stainless Steel Sink	\$200.00
	Box & 1/2 of tile	.25/each
	4-Stall Animal Cage	\$300.00
	Four Compartment Stainless Steel Sink	\$1,000.00
	Commercial Sink - 3 Compartment	\$500.00



**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 28, 2026**

**Department Public Works & Utilities**

**Director Approval John Garris**

**AGENDA ITEM** Consider adding two ADA parking spots on North 14th Street between Myrtle and Laurel Streets.

**SUMMARY RECOMMENDATION** Authorize addition.

**BACKGROUND** With the completion of the new Kansas State Extension Office, their leadership has requested that two parking spots be converted to ADA spots. This would be near the location of the old hospital helipad, as shown on the attachment.

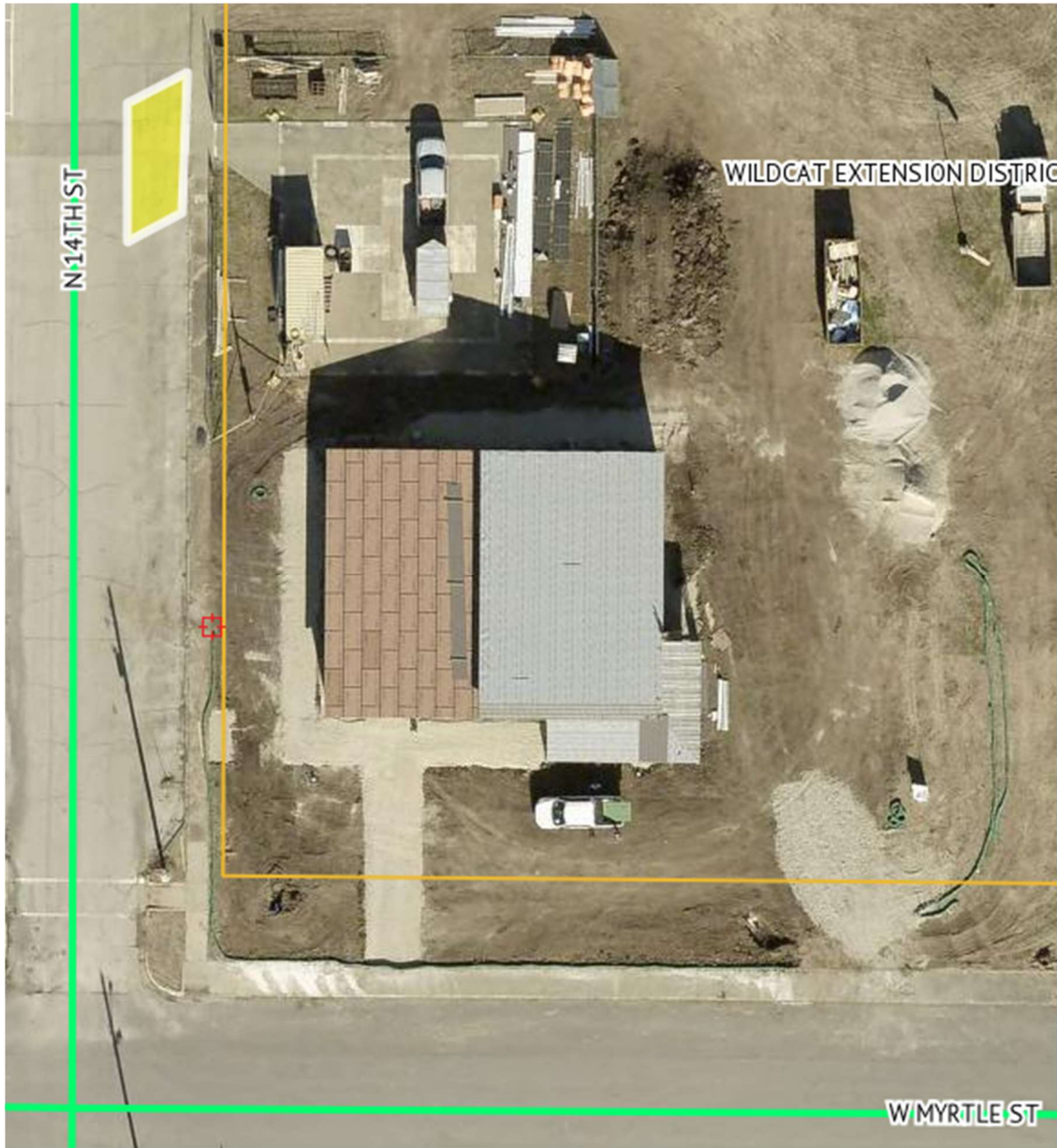
**FINANCIAL INFORMATION** Addition of painted spots and signage should cost less than \$1,000, including hourly City employee labor.

**SUGGESTED MOTION** I move to authorize the addition of the two ADA spots on 14th Street between Myrtle and Laurel Streets.

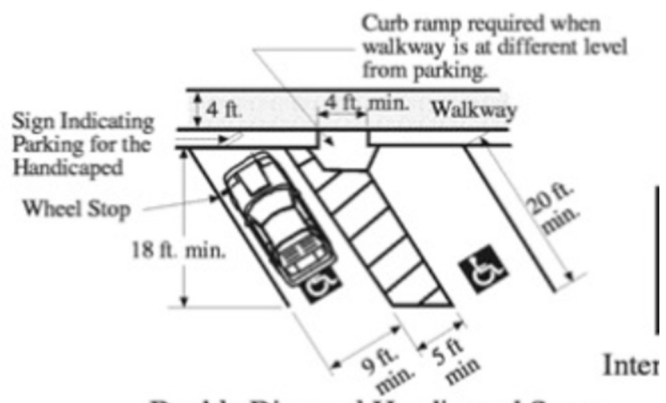
**SUPPORTING DOCUMENTS**

1. ADA Spots at Extension for RCA

Location of new ADA spots shown in yellow:



Detail of spots:





**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 28, 2026**

**Department Airport**

**Director Approval John Garris**

**AGENDA ITEM** Consider bidding for construction of containment at the Airport.

**SUMMARY RECOMMENDATION** Approve bidding.

**BACKGROUND** The City's plan for Spill Prevention, Control, and Countermeasures (SPCC) requires that we meet federal standards for containment at the airport fuel tanks. This project will be a part of the required containment for our airport fueling system. At this point, only the tank is being bid in an attempt to find the most competitive cost for the City. Bids would be opened at 10AM on July 9, 2026. This is a rebid and specifications and contracting provisions have been changed to entice tank manufacturers to bid.

**FINANCIAL INFORMATION** No costs are incurred with bidding.

**SUGGESTED MOTION** I move to allow bidding for construction of containment.

**SUPPORTING DOCUMENTS**

1. ITB - SPCC
2. SPCC Tank Coating Specifications
3. Plans - Tank
4. Tank Specs

# **Invitation To Bid**

## **Steel Containment Tank Project**

### **City of Independence, Kansas**

#### **ADVERTISEMENT FOR BIDS**

The City of Independence, Kansas, is accepting sealed bids for **construction of a steel storage tank at the Independence Municipal Airport.**

Bids must be submitted to the Office of the City Clerk, 120 N. 6th Street, Independence, Kansas 67301, on or before **2:00 p.m., July 9, 2026.** Bids shall be enclosed in a sealed envelope clearly marked on the outside **“Steel Containment Tank Bid.”** If a bid is mailed, the original envelope shall be enclosed in a separate envelope addressed to the City Clerk and marked as stated above. E-mail or fax bids will not be accepted.

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

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

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

**John Garris**  
City Engineer

## **SECTION 1 – INTRODUCTION AND PROJECT SUMMARY**

The City of Independence is seeking proposals from qualified contractors to furnish all labor, materials, equipment, and incidentals necessary to complete **a steel containment tank at the Independence Municipal Airport.**

This project consists primarily of installation of the steel storage tank as shown on the attached plans and specifications. Note that the final dimensions of the tank and structural support of the tank against earth loading and to maintain tank geometry are not specified, and it is strongly desired to have a shop-fabricated and shop-coated tank. Note that coatings are included in the bid price, and a separate specification is provided for them.

All labor and materials shall be included.

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

## **SECTION 2 – SCOPE OF WORK**

### **General Requirements**

The Contractor shall provide all labor, materials, traffic control, and equipment required to complete the tank.

Work shall include, but is not limited to:

- Excavation for tank pad.
- Coating and field placement of the tank.
- Backfill of the completed tank with sand underlayment and or a geotextile fabric consistent with coating manufacturer's suggestions and controlled backfill along the buried sides (sand preferred) to protect coating.

### **Standards**

- Field Welded, Partially Buried Tank (attached)
- Coatings, Field Tank (attached)

### **Pavement Marking Warranty**

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

## SECTION 3 – CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for:

- Verifying field conditions prior to start
- Compliance with all applicable federal, state, and local regulations
- Protection of existing pavement and adjacent property
- Correction of any defective work at no additional cost to the City
- Tank should be liquid-tight upon completion of work

## SECTION 4 – BID CONTENT

Bids shall include the following information:

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

## SECTION 5 – BONDING REQUIREMENTS

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

## SECTION 6 – INSURANCE REQUIREMENTS

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

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

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

## SECTION 7 – BID FORM

Project complete, per plans and specifications:

Total \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION 8 – TERMS AND CONDITIONS

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

## CONTACT INFORMATION

For questions or additional information, please contact:

**John Garris**  
City Engineer  
City of Independence  
120 N. 6th Street  
Independence, KS 67301  
Email: [engineer@independences.gov](mailto:engineer@independences.gov)



## Coating Specifications:

Buried exterior steel surfaces shall receive a factory-applied, high-build dielectric coating system suitable for permanent buried steel service without cathodic protection. Coating shall be applied over a NACE surface profile as recommended by the coating manufacturer. All edges shall be rounded, welds cleaned, and discontinuities removed before blasting.

The buried coating system shall be plural-component 100% solids polyurethane, polyurea, polyurethane/polyurea hybrid, or 100% solids high-build epoxy rated by the manufacturer for buried steel service. Minimum total dry film thickness shall be 70 mils / 1,750  $\mu\text{m}$ , with 80 mils / 2,000  $\mu\text{m}$  target.

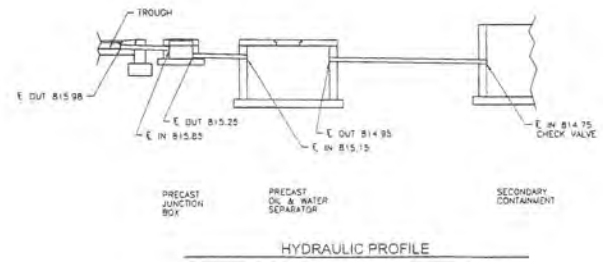
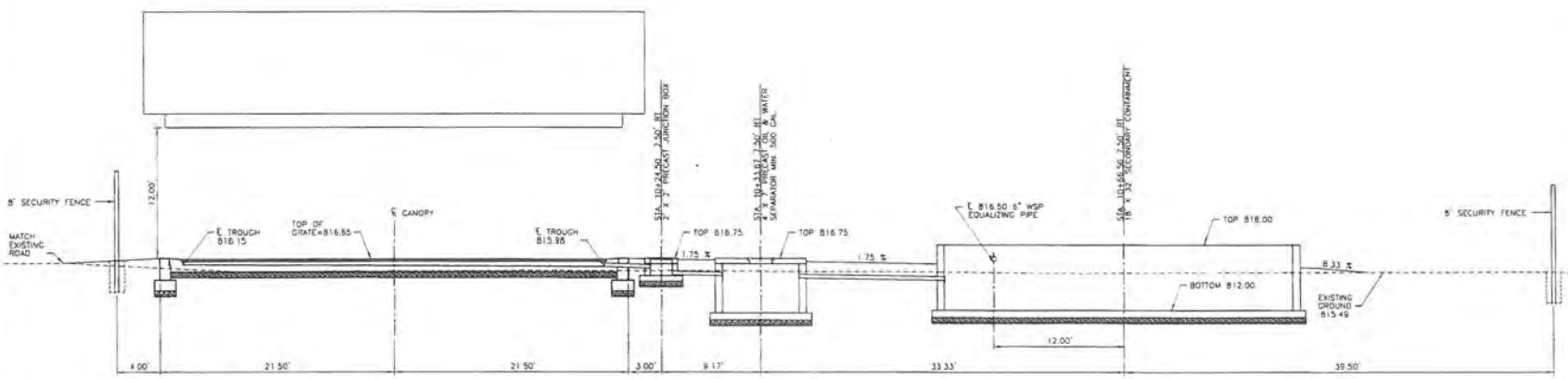
All buried coated surfaces shall be holiday tested in accordance with NACE SP0188. No holidays, pinholes, cracks, blisters, delamination, exposed steel, underfilm contamination, or mechanically damaged coating shall be accepted. All repairs shall be made using the coating manufacturer's written procedure and shall be retested before backfill. NACE SP0188 provides procedures for high- and low-voltage holiday detection of new non-conductive coatings on conductive substrates.

No backfill shall be placed until the buried coating has passed final holiday testing and visual inspection. The first backfill lift against the tank shall be clean sand or selected fine granular material free of sharp stone, slag, cinders, rubble, organic material, debris, or corrosive contaminants. Coating shall be protected from damage during lifting, setting, shoring removal, and backfilling.

## Revised coating schedule

Surface	Coating system	DFT
Internal wetted and vapor-space steel	Stripe coat + 2 coats immersion-grade epoxy lining; then UV topcoated	<b>20–30 mils</b>
Exterior buried steel	Factory-applied 100% solids polyurethane/polyurea/hybrid or high-build buried-service epoxy	<b>70 mils minimum; 80 mils target</b>
Exterior exposed steel	Epoxy primer + high-build epoxy + aliphatic polyurethane or polysiloxane	<b>10–14 mils</b>
Grade transition band	Buried coating extended above grade, then UV topcoated	Same as buried system plus UV topcoat





**TRANSYSTEMS**  
 115 SOUTH 16TH STREET  
 SUITE B  
 WICHITA, KANSAS 67201  
 PHONE: 620-333-0798  
 FAX: 620-445-9628

CONSULTANTS:

AIRPORT FUELING FACILITY  
 INDEPENDENCE, KANSAS



NO.	REVISIONS	DATE	DESCRIPTION

PROJ. NO.: 8137-0005  
 SCALE: 1" = 5'  
 DATE: 6/16/2025  
 DESIGNED BY: SDT  
 DRAWN BY: CJH  
 CHECKED BY: SDT

SHEET TITLE:  
**ELEVATION  
 D - D**

SHEET NO.:  
 9  
 TOTAL: 8 OF 13

IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING.

**1. GENERAL**

- 1.1 Maintain right-of-way and site free from accumulations of waste, debris, and rubbish caused by operations, and take every precaution against injuries to persons or damage to property.
- 1.2 At completion of work, remove waste materials, tools, equipment, machinery, and surplus materials, and clean all sight-exposed surfaces. Leave project clean and ready for use.
- 1.3 Requirements of Regulatory Agencies: Conduct cleaning and disposal operations in accordance with all applicable local and state laws, ordinances, and code requirements.

**2. Buried Steel Tank**

**1. SCOPE**

- 1.1 This specification covers the supply of field erected atmospheric and low pressure process and storage tanks. Tank supplier to be Tank Connection, ATEC Steel or approved equal.

**2. OPERATING CONDITIONS**

The subject equipment shall be operated in accordance with the conditions outlined attached preliminary drawing(s) – if any are listed.

- 2.1. ATEC Erection Drawings.
- 2.2. TranSystems/GFT Airport Refueling Facility for general requirements.

**3. DETAILED REQUIREMENTS OF EQUIPMENT**

3.1. Standards and Codes Applicable

ASME	American Society of Mechanical Engineers
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
ANSI	American National Standards Institute

3.1.1. All applicable codes in effect as of the date	ASTM	American Institute for Testing and Materials
	AISC	American Institute of Steel Construction
	AWS	American Welding Society, D1.1-Rev. 1/76
	API	American Petroleum Institute Standard 650 (as applicable)
	API	American Petroleum Institute Standard 620 (as applicable)
	OSHA	Occupational Safety and Health Standards

of purchase and any subsections thereof, as applicable, shall govern design, fabrication, inspection, testing, and selection of equipment and materials supplied. These include, but are not limited to, the following:

3.1.2. All pertinent regulations of OSHA (Occupational Safety and Health Administration) shall be complied with.

3.1.3. Local, state, and federal regulations in effect as of date of purchase shall be complied with.

3.1.4. Vendor shall warrant that all materials, equipment, and things furnished by Vendor in connection with this

specification and that Purchaser's use in accordance with Vendor's operating instructions shall comply with all such applicable laws, rules, regulations, and codes.

### 3.2. General

- 3.2.1. The tank fabricator shall have full responsibility of tank's design and fabrication.
- 3.2.2. The Owner relies entirely on the builder of the tanks for their safe design and construction. Any approvals required by the Owner shall be limited to approvals of configuration, dimensions, and finish and shall not affect the builder's responsibility to construct a structurally safe tank.
- 3.2.3. All shell nozzles shall have reinforcing as required per API 620. Reinforcing pad materials, if required, shall be of the same material as the shell.
- 3.2.4. Slip-on flanges on tanks shall be installed so that the face of the flange projects over the end of the pipe a distance of equal to the pipe thickness plus 1/8-inch minimum. Minimum nozzle projection shall be 6 inches.
- 3.2.5. Nozzle size and location will be determined after the purchase order is issued. Any attached data sheet(s) and/or drawings shall give the approximate number and size of nozzles presently anticipated. The Vendor shall include, in his base price, all nozzles shown.
- 3.2.6. Nozzles supporting mechanical equipment shall be suitably reinforced.
- 3.2.7. Tank components and loose parts shall be tagged by the tank equipment number as specified on the sketches.
- 3.2.8. The fabricator shall submit shop drawings to the Owner's Engineer for approval before commencing work.
- 3.2.9. See attached tank sketches for dimension and other pertinent information.

### 3.3. Materials

- 3.3.1. For carbon steel tanks, plates shall be free of heavy rust and mill scale and white conforming to ASTM A36. Any deviation

from this paragraph will be stated on attached tank sketches.

- 3.3.2. For carbon steel tanks bolts and nuts shall conform to ASTM A-307. Bolts shall be Grade B with regular hexagon heads; nuts shall be the hexagon heavy series.
- 3.3.3. Carbon steel piping shall conform to ASTM A-53 B, and couplings to ASTM A-105. All pipe nozzles flanges shall be 150 pound, forged steel, slip-on type, conforming to ASTM A181, Grade 1. Manway flanges and covers shall be drilled to 150-pound standard dimensions. Any manway covers on the top shall be hinged and capable of sealing. Any manway covers on the side shall have a davit installed with the tank.
- 3.3.4. Chemical analysis of the material as supplied by the steel manufacture shall be available upon request.
- 3.3.5. Ladders, cages, crosswalks and handrails shall be Galvanized or Epoxy painted CS construction. Fabrication shall be in accordance with and must meet OSHA Standards.

#### 3.4. Design

##### 3.4.1. Stress Values

- a. Design strength of carbon steel materials shall be in accordance with AISC 360-05.
- b. The outstanding leg of the shell top angle shall extend outside the tank and shall include a drip ring if the tank is insulated. Support rings should be included as required.

3.4.2. The Supplier shall design all tank anchorage requirements for the maximum calculated loading including wind and seismic loads per the applicable codes. Anchor bolts shall have a minimum size of 3/4inch in diameter. Anchor bolt design stress shall be within the limits permitted by the latest edition of the American Institute of Steel Construction (AISC 360-05).

3.4.3. Tanks which are subjected to a vacuum shall be noted by a negative psig or inches of water vacuum design pressure on the appropriate Tank Specification Sheet or Tank Sketch. These tanks shall have adequate wall thickness and or

external ring reinforcements to resist tank wall collapse.

### 3.5. Tolerance

- 3.5.1. The tolerances apply for empty tanks in normal position.
- 3.5.2. All appurtenances shall be located in elevation from a common base or datum line.
- 3.5.3. The difference between the maximum and minimum inside diameter of a tank shall not exceed 1/2 percent of the nominal diameter or 1 1/2 inches (whichever is less).
- 3.5.4. The difference in height or length of a tank shall not exceed  $\pm \frac{1}{4}$  percent of the specified dimension or  $\pm 1 \frac{1}{2}$  inches (whichever is less).
- 3.5.5. Anchor bolt hole locations shall not exceed  $\pm \frac{1}{4}$ .
- 3.5.6. Tank nozzle and accessories location shall not exceed  $\pm \frac{1}{4}$  inch.

### 3.6. Tank Appurtenances Assembly

- 3.6.1. Plates, gaskets, and fasteners shall be included. Manhole cover davits or hinges shall be included.
- 3.6.2. Carbon steel pipe nozzle wall thickness shall not be less than standard weight pipe. All nozzles 2-inch IPS and smaller shall be Schedule 80 pipe.
- 3.6.3. Tank ladders and caged ladders shall be supplied loose and shall be installed in the field. Grounding lugs where applicable shall be indicated as required.

### 3.7. Surface Preparation

- 3.7.1. Heavy weld splatter shall be removed by grinding and any deep scars, pits, or points shall be filled in or ground out as required to remove sharp edges.
- 3.7.2. Tanks shall be clean and reasonably free of oil, grease, loose scale, and rust.

### 3.8. Paint and Insulation

- 3.8.1. Field erected tanks shall not be painted or insulated under this specification.
- 3.8.2. Ladders, cages, and stairways shall be Epoxy Painted or Galvanized after fabrication.

### 3.9. Additional Design Standards

- 3.9.1. Shell and hopper product pressures are calculated using the technical paper "Effect of Solid Flow Properties and Hopper Configuration of Silo Loads," by Jenike, A.W., Jenike and Johanson, Inc. The analysis uses the Janssen formula for defining pressures and loads imposed by funnel or mass flow. Radial tension in the shell, from the above mentioned product loads, are from the "Design of Steel Bins for Storage of Bulk Solids," Gaylord and Gaylord, Section 8.2. Loadings in the hopper, from the above mentioned product loads, are from the "Design of Steel Bins and Storage of Bulk Solids," Gaylord and Gaylord, Sections 5-12, 8-6.
- 3.9.2. Shell compressive strength design is based on the critical buckling formula for a long cylinder from the book Structural Analysis of Shells by Baker, Kovalesvsky & Rish, pg. 230. The shell material's critical buckling stress is not allowed to exceed its yield strength.
- 3.9.3. Shell unit forces from day product pressure is based on the principles of API 620.
- 3.9.4. The hopper to sidewall connection design is based on the principles of API 620.
- 3.9.5. Deck sheet design unit forces under internal pressure are based on the principles of API 620. The deck to sidewall connection under internal pressure is based on API 620.
- 3.9.6. Shell design under vacuum is based on the critical buckling formula from the book "Structural Analysis of Shells" by Baker, Kovalevsky & Rish.

## 4. ALTERNATES

- 4.1. Vendor shall provide optional pricing to paint all exterior Steel surfaces with vendor's standard Epoxy.

**5. EQUIPMENT, MATERIALS, AND SERVICES BY VENDOR**

- 5.1. The Vendor shall supply, unload, and field erect, the tank or tanks as described in the attached drawing(s).
- 5.2. Covers, blind flanges, and gaskets for nozzles as designated on the datasheet.
- 5.3. Tank Vendor shall provide gasoline (or diesel) powered welding machines and air compressors. Owner shall provide 110 volt source for erector's use. The use of 110 volt power by Tank Vendor shall be limited to lighting, small electric hand tools, and ventilation equipment.

**6. EQUIPMENT, MATERIALS, AND SERVICES BY OTHERS**

- 6.1. Foundation and anchor bolts.
- 6.2. Insulation required shall be supplied by others except as noted.

**7. INFORMATION BY BIDDER**

- 7.1. Bidder shall list by item the tank name, weights, and cost.
- 7.2. Vendor shall list metal thickness quoted for walls, bottom, and top of each tank.

**8. PERFORMANCE GUARANTEE**

A warranty as to workmanship, material, and satisfactory mechanical functioning for a period of 12 months after the equipment is placed in service is to be furnished in writing with quotation.

**9. SPECIAL COMPLIANCES**

Not Applicable.

**10. QUESTIONS BY BIDDERS**

Questions of an engineering or technical nature should be directed to:

Questions of a commercial nature should be directed to:

**11. ATTACHMENTS**

11.1. The following Data Sheet(s) and/or Drawing(s) are included:

**END OF SPECIFICATION**



**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 28, 2026**

**Department Public Works & Utilities**

**Director Approval John Garris**

**AGENDA ITEM** Consider a short-term lease during construction of the Transportation Alternatives project.

**SUMMARY RECOMMENDATION** Authorize lease.

**BACKGROUND** The contractor doing the work associated with the Transportation Alternatives project has requested the use of City-owned property located under the West Main overpass on a temporary basis to allow for more seamless construction of the planned sidewalk. An area owned by the City but otherwise unusable due to the property being in the floodplain was selected for this use. The Transportation Alternatives project consists of installing a multi-modal sidewalk on West Main from 27th Street to Peter Pan Road, and on North Peter Pan Road from Main Street to Labette Health.

**FINANCIAL INFORMATION** There will be no revenue generated nor cost associated with this lease.

**SUGGESTED MOTION** I move to authorize the execution of a short-term lease during the construction of the Transportation Alternatives project.

**SUPPORTING DOCUMENTS**

1. Signed Lease

## SHORT TERM LEASE AGREEMENT

This Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **City of Independence, Kansas** a municipal corporation, hereafter LESSOR, and **J. Graham Construction, Inc.**, a Kansas limited liability company, hereafter LESSEE.

1. **Leased Premises:** LESSOR agrees to lease to LESSEE, and LESSEE agrees to lease from LESSOR, the following described property subject to the terms and conditions set forth herein:

**The City owned property under the West Main Street overpass just West of 19th Street as generally indicated in the attached drawing**

2. **Purpose:** LESSEE currently has a construction project it is undertaking for LESSOR and wishes to use the leased premises for a temporary storage for "spoil piles" during the construction project for LESSOR.

3. **Term:** This lease shall be in effect from the beginning of the construction project in which LESSEE is performing under contract with the LESSOR, and shall extend to a period of 30 days from the end of the construction project.

4. **Condition of Site:** At the end of the term of this agreement, LESSEE shall remove all "spoil piles" from the leased premises and return the site to the condition it was in at the outset of this agreement.

5. **Indemnity:** During the term of this agreement LESSEE shall be in control of the leased premises as an independent contractor of LESSOR, and agrees to indemnify and hold harmless LESSOR for any and all liability rising from LESSEE'S occupation and use of the leased premises.

6. **Binding Effect:** This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

LESSOR:

CITY OF INDEPENDENCE, KANSAS

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Dean Hayse, Mayor

ATTEST:

\_\_\_\_\_  
David W. Schwenker, City Clerk

"LESSEE"

J. Graham Construction, Inc.

5/20/2026  
Date

By: \_\_\_\_\_  
Name: *Allen Bustos*  
Title: *Project Manager*



**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 28, 2026**

**Department Admin**

**Director Approval Kelly Passauer**

**AGENDA ITEM** Consider adopting a resolution authorizing the execution of closing documents.

**SUMMARY RECOMMENDATION** Adopt the resolution.

**BACKGROUND** On May 14, 2026, the City Commission approved acquisition of property from Rodney W. Musgrove and Erin L. Musgrove for future economic development purposes utilizing Economic Development Funds.

As part of the closing process, the title company has requested formal authorization identifying the City representatives authorized to attend closing and execute all necessary closing documents on behalf of the City of Independence.

The attached resolution authorizes any of the following City representatives to be present at closing and to execute all necessary documents related to the transaction:

- Kelly Passauer, City Manager
- David Cowan, Assistant City Manager
- David W. Schwenker, City Clerk
- Jeffrey A. Chubb, City Attorney

**FINANCIAL INFORMATION** The property acquisition was previously approved by the City Commission and will be funded utilizing Economic Development Funds.

**SUGGESTED MOTION** I move to approve the resolution authorizing designated City representatives to execute closing documents related to the previously approved property acquisition for future economic development purposes.

**SUPPORTING DOCUMENTS**

1. Resolution 2026-062 - Resolution Authorizing Execution of Closing Documents\_

## RESOLUTION NO. 2026-062

### A Resolution Authorizing Execution of Closing Documents

**BE IT RESOLVED** by the governing body of the City of Independence, Kansas:

**Section 1.** The governing body has previously approved purchase of the following described real estate from **Rodney W. Musgrove** and **Erin L. Musgrove**:

**Commencing at the SW corner of the SE/4 NW/4 of Section 26, Township 32 South, Range 15 East, Montgomery County, Kansas, thence North 34 Rods; thence East 40 Rods; thence South 34 Rods; thence West 40 Rods to point of beginning**

**Section 2.** Any of the following City staff members are authorized to be present at closing and to execute all necessary documents to facilitate closing of the purchase of the above described real estate by the City of Independence, Kansas:

Kelly Passauer, City Manager,

David Cowan, Assistant City Manager,

David Schwenker, City Clerk and

Jeffrey A. Chubb, City Attorney

*Adopted by the Governing Body of the City of Independence, Kansas, on the 28<sup>th</sup> day of May, 2026.*

---

Dean A. Hayse, Mayor

ATTEST:

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David W. Schwenker, City Clerk



**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 28, 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 January 22, 2026, the City Commission voted to adjourn the condemnation hearing to May 28, 2026, at 5:30 p.m. The property owner was directed to meet with David Cowan, submit an updated timeline for proposed repairs, and initiate either the repair or removal of the structure. The owner subsequently submitted the attached repair timeline:

- By March 2026 – Complete roof repairs, remove debris and fencing, and install shingles on the porch roof.
- By April 2026 – Complete exterior repairs to the home and repair or remove the garage.
- By May 28, 2026 – Complete any remaining interior work and list the home for sale.

City staff conducted a site inspection on May 18, 2026, and took the attached photographs. At the time of inspection, the owner had begun roof repairs on the structure; however, no other substantial work appeared to have been completed. The owner is expected to be available to visit with the Commission

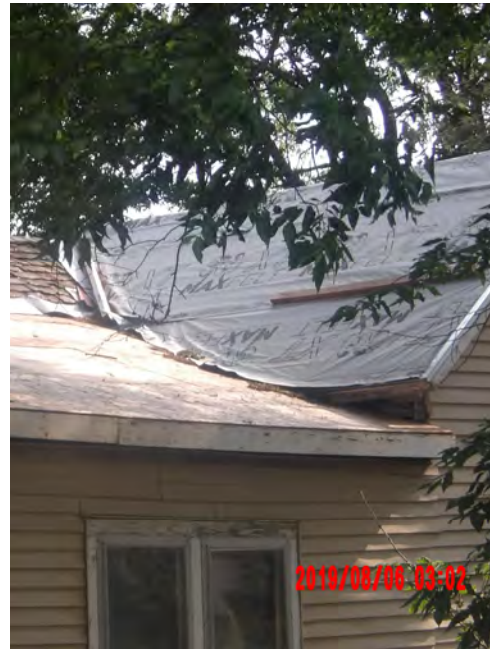
**FINANCIAL INFORMATION** The cost of removal of the structures and clearing the lot if the owner fails to commence repair or removal of the structure.

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

**SUPPORTING DOCUMENTS**

1. Photos 05182026
2. Photos - 01142026
3. Photos - 314 N 5th - September 18 2025
4. 314 N. 5th - Notice of Public Hearing - May 28, 2026 - 05182026
5. 314 N. 5th - Notice of Public Hearing - May 28, 2026 - 01232026
6. 314 N. 5th - Timeline of Repairs - 07182025
7. 314 N. 5TH PARCEL
8. Excerpt of July 10, 2025 Minutes regarding 314 North 5th Street

# 314 N. 5th





314 N. 5th

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314 N 5<sup>th</sup> – September 18, 2025

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

May 18, 2026

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

**RE: Notice of Public Hearing Adjourned until May 28, 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 March, 2026** -Complete roof repairs, clean up and remove the fence, and install shingles on the porch roof.
- **By April 2026** – Complete exterior home repairs and removal or repair to the garage
- **By May 28, 2026** - Finish any remaining interior work and list the home for sale.

**Public Hearing Details:**

- Date: **May 28, 2026**
- Time: **5:30 PM**
- Location: **120 N. 6<sup>th</sup> Street – City Commission Room**

Please note that if the Governing Body determines on May 28, 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](mailto: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

January 23, 2026

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 March, 2026** -Complete roof repairs, clean up and remove the fence, and install shingles on the porch roof.
- **By April 2026** – Complete exterior home repairs and removal or repair to the garage
- **By May 28, 2026** - Finish any remaining interior work and list the home for sale.
- 

**Public Hearing Details:**

- Date: **May 28, 2026**
- Time: **5:30 PM**
- Location: **120 N. 6<sup>th</sup> Street – City Commission Room**

Please note that if the Governing Body determines on May 28, 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](mailto: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

**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

Print Page

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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**

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

**Property Situs Address**

<b>Address</b>	314 N 5TH ST, Independence, KS 67301
----------------	--------------------------------------

**Land Based Classification System**

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

**General Property Information**

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

**Property Factors**

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

**2024 Appraised Value**

Class	Land	Building	Total
Residential - R	11,520	16,420	27,940
<b>Total</b>	<b>11,520</b>	<b>16,420</b>	<b>27,940</b>

**2023 Appraised Value**

Class	Land	Building	Total
Residential - R	11,510	14,990	26,500
<b>Total</b>	<b>11,510</b>	<b>14,990</b>	<b>26,500</b>

**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		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Bungalow
Quality	LO+	Bsmt Type	Full - 4
Year Built	1900	Total Rooms	4
Eff Year		Bedrooms	2
MS Style	One Story	Family Rooms	
LBCSstruct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	988	Foundation	Stone - 4
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			

**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 BIt	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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TECHNOLOGIES

**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  
May 28, 2026**

**Department Admin**

**Director Approval David Cowan**

**AGENDA ITEM** Public Hearing to consider the condemnation of 401 S. 2nd Street as dangerous and unsafe.

**SUMMARY RECOMMENDATION** City staff recommends condemnation.

**BACKGROUND**

On May 3, 2025, the 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 throughout both the first and second floors. At the time of the fire, the structure was uninsured.

The property has since been sold; however, the new owner, Jose Reyes, has failed to contact the City or commence repair or removal of the structure. A site inspection conducted on May 18, 2026, found that no repair work had been initiated and identified additional concerns, including a fallen tree and overgrown vegetation on the property.

The new owner was given 120 days to commence repair or removal of the structure on January 22, 2026.

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

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

**SUGGESTED MOTION** I move to adopt a resolution condemning 401 S. 2nd Street as dangerous and unsafe.

**SUPPORTING DOCUMENTS**

1. RESOLUTION 2026-058 - CONDEMNATION - DAYS - 401 S 2nd
2. 401 S 2nd Photos
3. 401 S. 2nd - Notice of Public Hearing - 05282026
4. Parcel Listing - 05182026
5. RESOLUTION 2025-050 - CONDEMNATION - PH - 401 S 2nd
6. 3130815\_OE\_Report

## RESOLUTION NO. 2026-058

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

### Common Address

401 S. 2nd Street

### Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 13<sup>th</sup> 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—050**, 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 1, Block 95, Original to the City of Independence, Montgomery County, Kansas

Common Address

401 S. 2nd 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 28<sup>th</sup> day of May, 2026.

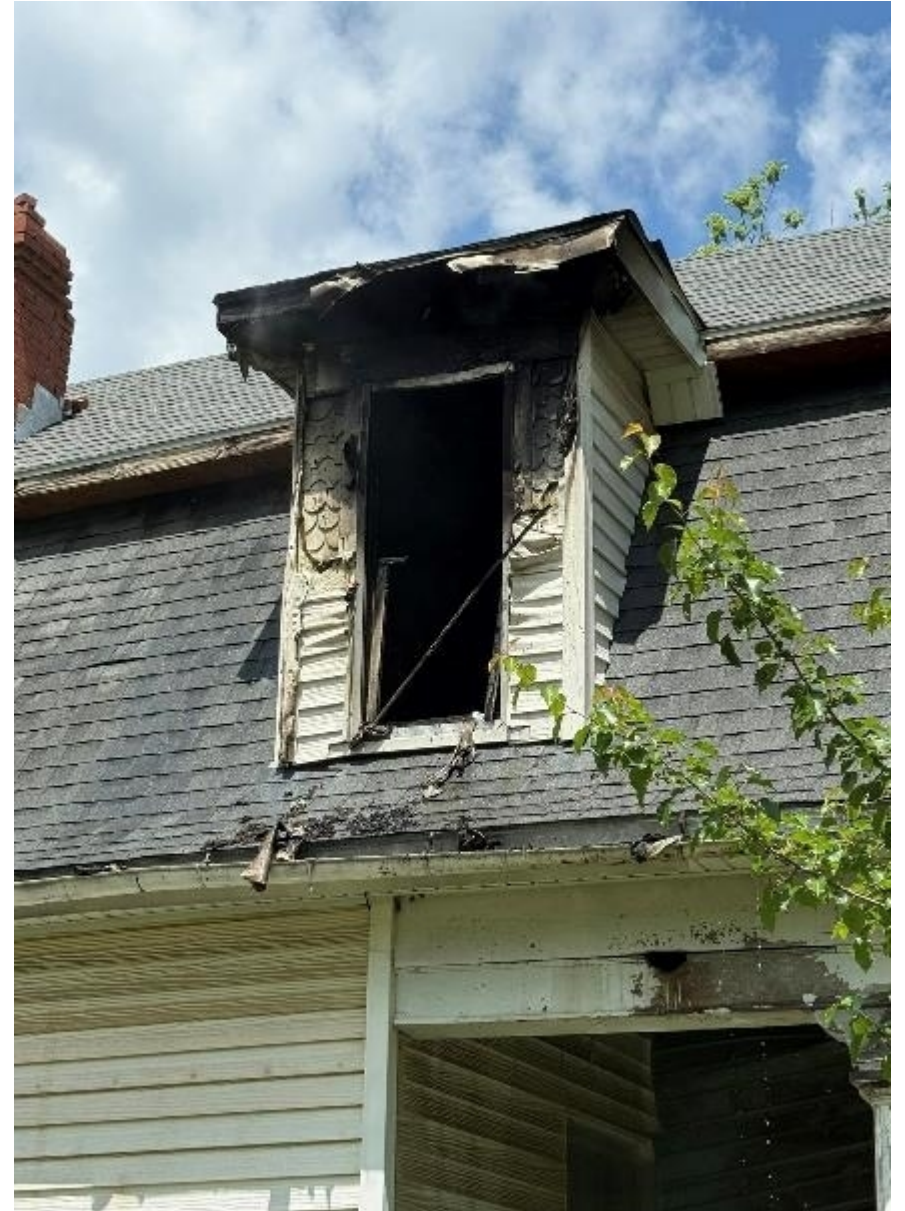
(SEAL)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

---

401 S. 2<sup>nd</sup>  
Fire-Damaged



# 401 S. 2<sup>nd</sup> – 05/18/2026





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

May 18, 2026

**Notice of Governing Body Action**

**Jose Reyes**

**301 N. 11<sup>th</sup>**

**Independence, Ks. 67301**

RE: Unsafe or Dangerous Structure at 401 S. 2nd Street

Dear Owner or Occupant:

On January 22, 2026, and pursuant to K.S.A. 12-1751 et seq., the Governing Body held a public hearing as to whether the above-described Property shall be deemed "unsafe or dangerous" and whether the structure(s) on the Property should be condemned and ordered repaired or demolished. This letter serves as notice that, pursuant to Resolution No. 2025.050 (attached), the structure(s) on the Property - **The hearing was adjourned to May 28, 2026, at 5:30 PM.**

The Governing Body has ordered that the owner or occupant of the Property must commence and diligently pursue options for the building by the May 28, 2026, meeting.

**Public Hearing Notice:**

**RE: 401 S. 2nd**

Date: May 28, 2026

Time: 5:30 PM

Location: 120 N. 6th Street

Thank You for your prompt attention to this matter.

David Cowan

Attachments/Enclosures: Resolution No. **2025.050**

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**

<b>Owner Name</b>	REYES, JOSE ANGEL, Jr
<b>Address</b>	301 N 11TH ST INDEPENDENCE, KS 67301

**Property Situs Address**

<b>Address</b>	401 S 2ND ST, Independence, KS 67301
----------------	--------------------------------------

**Land Based Classification System**

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

**General Property Information**

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

**Property Factors**

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

**2026 Appraised Value**

Class	Land	Building	Total
Residential - R	11,500	2,490	13,990
<b>Total</b>	<b>11,500</b>	<b>2,490</b>	<b>13,990</b>

**2025 Appraised Value**

Class	Land	Building	Total
Residential - R	11,500	42,320	53,820
<b>Total</b>	<b>11,500</b>	<b>42,320</b>	<b>53,820</b>

**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

**Building Permit Information**

Permit Number	Amount	Issue Date	Description
FC27		11/18/2025	FC FOR DEMO
FC27- REMOD		11/18/2025	
FC2026- FIRE			

**Deed Information**

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
752	660						

**Market Land Information**

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

**Dwelling Information**

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Old Style
Quality	AV	Bsmt Type	Full - 4
Year Built	1870	Total Rooms	6
Eff Year		Bedrooms	3
MS Style	1 1/2 Story Finished	Family Rooms	
LBCSStruct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	1
Total Living Area		Garage Cap	2
Calculated Area	2,070	Foundation	Stone - 4
Main Floor Living Area	1,095		
Upper Floor Living Area Pct.	89		
CDU	UN		
Phys/Func/Econ	UN/ /		
Ovr Pct Gd/RCN	/249,150		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

**Dwelling Components**

Code	Units	Pct	Quality	Year
Wood Deck (SF) with Roof	40			
Frame, Siding, Vinyl		100		
Total Basement Area (SF)	1,067			
Wall Furnace		100		
Plumbing Rough-ins (#)	1			
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				

**Building Improvements**

Id	Occupancy	MSCIs	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	0					4,920	0	0

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

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Parcel Search powered by  Aumentum™  
TECHNOLOGIES



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*  
 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 13<sup>th</sup> 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. 6<sup>th</sup> 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. J. [Signature]*  
 \_\_\_\_\_  
 Mayor

*David W. Schwenker*  
 \_\_\_\_\_  
 City Clerk

(SEAL)



## Report Cover Page

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

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

### Tax Information:

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

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

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

## OWNERS AND ENCUMBRANCES REPORT

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

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

On Real Estate described as:

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

The Public Records located in Montgomery County indicate that:

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

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

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

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

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

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

PIN # IC 1423

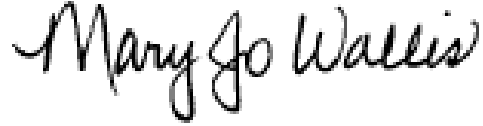
2. Kansas State Tax Lien, filed April 22, 2024, as MGI-2024-ST-000138 against Megan R. House and Guy R. House, in the amount of \$578.84, plus interest and costs.

This Report is limited to only the information described above.

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

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

Security 1st Title

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

Licensed Abstracter



**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 28, 2026**

**Department Admin**

**Director Approval David Cowan**

**AGENDA ITEM** Public Hearing to consider the condemnation of 721 Washington Street as dangerous and unsafe.

**SUMMARY RECOMMENDATION** City Staff recommends condemnation as dangerous and unsafe.

**BACKGROUND** The property located at 721 Washington Street has previously been reported to the City for concerns involving the condition of the primary structure, debris accumulation, and other code enforcement violations. Upon inspection, City staff observed that both structures on the property are in significant disrepair, pose safety hazards, and have not had active city utility services since May 4, 2020.

On February 12, 2026, the City Commission granted the property owner 90 days to commence repair or removal of the structure. To date, no work has been completed. The structure remains in a deteriorated condition, including an air conditioning unit that has fallen from a window, unsecured openings, and overgrown vegetation with collapsed trees present on the property.

**FINANCIAL INFORMATION** The City may incur 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 721 Washington Street as dangerous and unsafe.

**SUPPORTING DOCUMENTS**

1. 721 Washington St.
2. RESOLUTION 2026-059 - CONDEMNATION - DAYS - 721 Washington
3. 2026 - Notice of Public Hearing Date - May 28, 2026
4. Notice of Adjournment - 721 Washington - Public Hearing - 02132026
5. 2025-063 - Condemnation - P\_H - 721 Washington
6. RESOLUTION 2025-063 - CONDEMNATION - PH - 721 Washington Street
7. 3159952\_OE\_Report
8. Notes & Parcel - 721 Washington
9. Email Louie Dorman - 05272026

# 721 Washington Street



## RESOLUTION NO. 2026-059

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 5, Block 4, Dunkin's Addition to the City of Independence, Montgomery County, Kansas

### Common Address

721 Washington St

### Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 20<sup>th</sup> 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—063**, dated **November 20, 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 26, 2025 and December 3, 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 5, Block 4, Dunkin's Addition to the City of Independence, Montgomery County, Kansas

Common Address

721 Washington St

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 28<sup>th</sup> day of May, 2026.

(SEAL)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



## NOTICE OF PUBLIC HEARING TO CONSIDER CONDEMNATION OF PROPERTY

Date: May 18, 2026

TO: **Lauren Dorman**  
Lien Holder:

RE: Unsafe or Dangerous Structure at: **721 Washington Street**

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

On **February 12, 2026**, the City Commission adjourned a Resolution for a public hearing to be held on **May 28, 2026 at 120 N. 6th Street**, Commission Room, Independence, Kansas 67301. The public hearing will commence at **5:30 p.m.** At such hearing, the owner of the Property, the owner’s agent, lienholders or record, and any occupant may appear and show cause why the structure(s) on the Property should not be condemned and ordered repaired or demolished.

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

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

Thank you for your prompt attention to this matter.

David Cowan



Department of Building & Code Enforcement

120 N. 6<sup>th</sup> Street

Independence, Kansas 67301

Assistant City Manager – Building & Code Enforcement

Attachments/Enclosures: Resolution No. **2025.063**  
Draft Remediation Agreement

cc:



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

February 13, 2026

**Notice of Governing Body Action**

**Lauren Dorman – 501 S. 2<sup>nd</sup> – Independence, Ks. 67301**

RE: Unsafe or Dangerous Structure at **721 Washington**

Dear Owner or Occupant:

On February 13, 2026, and pursuant to K.S.A. 12-1751 *et seq.*, the Governing Body held a public hearing as to whether the above-described Property shall be deemed "unsafe or dangerous" and whether the structure(s) on the Property should be condemned and ordered repaired or demolished. This letter serves as notice that, pursuant to Resolution No. 2025.063 (attached), the structure(s) on the Property - **The hearing was adjourned to May 28, 2026 at 5:30 PM.**

The Governing Body has ordered that the owner or occupant of the Property must commence and diligently pursue options for the building by the March 12, 2026, meeting.

- Clean Exterior brush debris
- Secure House
- Begin remodel/repair

**Public Hearing Notice:**

**RE: 721 Washington Street**

Date: May 28, 2026

Time: 5:30 PM

Location: 120 N. 6<sup>th</sup> Street

Thank You for your prompt attention to this matter.

David Cowan

Attachments/Enclosures: Resolution No. **2025.063**



State of Kansas, Montgomery County  
 This instrument was filed for  
 Record on November 21, 2025 11:06 AM  
 Recorded in Book 752 Page 399 - 399  
 Fee: \$0.00 202503677



*Marilyn Calhoun*  
 Marilyn Calhoun, Register of Deeds

**RESOLUTION NO. 2025-063**

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 20<sup>th</sup> 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 5, Block 4, Dunkin's Addition to the City of Independence, Montgomery County, Kansas.

**Common Address:** 721 Washington 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, **February 12, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6<sup>th</sup> 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 20th day of November 2025.

*W. S. [Signature]*  
 \_\_\_\_\_  
 Mayor

*David [Signature]*  
 \_\_\_\_\_  
 City Clerk

(SEAL)



**RESOLUTION NO. 2025-063**

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 20<sup>th</sup> 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 5, Block 4, Dunkin’s Addition to the City of Independence, Montgomery County, Kansas.

**Common Address:** 721 Washington St.

**Mortgage:**

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That a public hearing will be held on Thursday, **February 12, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6<sup>th</sup> 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 20th day of November 2025.

(SEAL)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## Report Cover Page

Date:	<b>11/10/2025</b>	Prepared For:	<b>City of Independence</b>
Order No.:	<b>3159952</b>	Owner(s):	<b>Lauren Dorman</b>
Issuing Office:	<b>Security 1st Title 114 N. Pennsylvania Avenue Independence, KS 67301</b>	Property Address:	<b>721 Washington St, Independence, KS 67301</b>

**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:

[099-30-0-30-12-005.00-0](#)

Date: November 10, 2025

Property Address: 721 Washington St, Independence, KS  
67301

File No.: 3159952

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: November 01, 2025 at 7:00 A.M.

On Real Estate described as:

**Lot 5, 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:

Lauren Dorman

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 \$1,209.72, NOT PAID.

Tax Parcel No. # 099-30-0-30-12-005-00-0-01

PIN # IC3262

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

General taxes and special assessments for the year 2024 in the amount of \$978.44, NOT PAID.

Tax Parcel No. # 099-30-0-30-12-005-00-0-01

PIN # IC 3262

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

General taxes and special assessments for the year 2023 in the amount of \$976.92, NOT PAID.

Tax Parcel No. # 099-30-0-30-12-005-00-0-01

PIN # IC 3262

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

General taxes and special assessments for the year 2022 in the amount of \$629.04, NOT PAID.

Tax Parcel No. # 099-30-0-30-12-005-00-0-01

PIN # IC 3262

5. Note: Title to the Land was derived through a tax sale held on December 16, 2020, under a tax foreclosure proceeding in Case No. 20 CV-10 C.. The Sheriff's Deed was recorded on January 06, 2021, as Book 698, page 564.

If asked to issue a title policy, we would make the following requirements:

1. Due to the lack of personal service to the prior owners, we require a deed(s) from Art Denton, stating marital status and joined by spouse, if any, to the current applicant owner(s); or

2. Proof, satisfactory to the Company, that personal service of summons was made upon any owner or lienholder in said tax foreclosure proceeding; or

We reserve the right to make additional requirements as we may deem necessary.

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



Licensed Abstracter

Address: 721 Washington

Utility Account: Y  N

Last Active Service Date: 5/4/2020

Parcel:  Y N

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

Holes in Roof: Y  N

Notes:

Needs Repair

Missing Windows: Y  N

Notes:

BROKEN/Boarded

Open Doors: Y  N

Notes:

Yard ~~Not~~ Mowed: Y  N

Trash or Debris:  Y N

Notes:

All overgrown

Porch & Back Yard

Other Notes:

Could be repaired if overgrowth was taken care of -  
Doesn't look like its in bad shape really

Print Page

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**The Parcel Number for this Property is 063-099-30-0-30-12-005.00-0**  
**Quick Ref ID: 6113**

**Owner Information**

<b>Owner Name</b>	DORMAN, LAUREN
<b>Address</b>	501 S 2ND ST INDEPENDENCE, KS 67301

**Property Situs Address**

<b>Address</b>	721 WASHINGTON ST, Independence, KS 67301
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**Land Based Classification System**

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

**General Property Information**

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

**Property Factors**

<b>Topography</b>	Above Street - 2
<b>Utilities</b>	All Public - 1
<b>Access</b>	Paved Road - 1 Sidewalk - 6
<b>Fronting</b>	Residential Street - 4
<b>Location</b>	Neighborhood or Spot - 6
<b>Parking Type</b>	On and Off Street - 3
<b>Parking Quantity</b>	Adequate - 2
<b>Parking Proximity</b>	On Site - 3
<b>Parking Covered</b>	
<b>Parking Uncovered</b>	

**2025 Appraised Value**

Class	Land	Building	Total
Residential - R	10,600	53,900	64,500
<b>Total</b>	<b>10,600</b>	<b>53,900</b>	<b>64,500</b>

**2024 Appraised Value**

Class	Land	Building	Total
Residential - R	10,620	40,570	51,190
<b>Total</b>	<b>10,620</b>	<b>40,570</b>	<b>51,190</b>

**Tract Description**

DUNKINS ADD, S30, T32, R16, BLOCK 4, Lot 5, Lot Width: 050.0 Lot Depth: 124.5 Plat Book/Page 4 /22 Deed Book/Page 713 /031 699 /711 698 /564 636 /1325 560 /161 487 /425 299 /011

**Deed Information**

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
713	031	699	711	698	564	636	1325

**Market Land Information**

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	6210										10,600

**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	1,578
Main Floor Living Area	912
Upper Floor Living Area Pct.	73
CDU	AV-
Phys/Func/Econ	FR/ /
Ovr Pct Gd/RCN	/189,040
Remodel	
Percent Complete	
Assessment Class	
MU Cls/Pct	

Comp Sales Information	
Arch Style	Old Style
Bsmt Type	Partial - 3
Total Rooms	6
Bedrooms	3
Family Rooms	
Full Baths	2
Half Baths	
Garage Cap	
Foundation	Stone - 4

**Dwelling Components**

Code	Units	Pct	Quality	Year
Wood Deck (SF) with Roof	208			
Composition Shingle		100		
Raised Subfloor (% or SF)		100		
Plumbing Fixtures (#)	8			
Automatic Floor Cover Allowance				
Enclosed Wood Deck (SF), Solid Wall	240			
Frame, Siding, Wood		100		
Total Basement Area (SF)	448			
Floor 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
26	Tool Shed	D	1.00	1	1930			324	72	8	18 X 18	1	0	0					4,280	0	0

**Building Improvement Components**

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

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**From:** [Louie Dorman](#)  
**To:** [David Cowan](#)  
**Subject:** 721 washington  
**Date:** Wednesday, May 27, 2026 11:55:30 AM

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

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Property is in the tax sale .  
3790. Owed .  
Gonna take a few weeks to get taxes paid.  
Montgomery county has been evaluating that property at 60k.  
Ripoff  
So if the city wants it .Get and we will deal with that at a later date.  
I cam clean it up.  
And move forward but it's not happening til  
My x wife gets off vacation with my daughter  
In a week .  
Your choice don't matter to me .  
Willing to work with you anyway I can but  
I'm limited till my funding gets in.  
Working on 501 S 2nd St.  
Get it back nice and kept up.  
I mowed the lot next door that the county owns so it looks nice.  
Prayers and be safe

L.E.Dorman



**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 28, 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 concerns related to the condition of the primary structure, accumulation of debris, and other code enforcement issues. 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 submitted plans to remodel the property for use as a thrift store. Building Permit No. 025.221 was approved on December 2, 2025.

On January 22, 2026, the City Commission voted to adjourn the public hearing until May 28, 2026, and directed the owner to diligently pursue repairs to the structure. Since that time, Hannah's House has completed exterior improvements to the property; however, it does not appear that substantial interior work has occurred. Staff will provide an additional update at the meeting. It is anticipated that Lisa Druemmeller will either provide a response or be present to answer any questions the Commission may have.

**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 814 W. Chestnut Street until August 27, 2026, at 5:30 p.m.

**SUPPORTING DOCUMENTS**

1. 814WChestnutPhotos
2. Notice of Public Hearing - 814 W. Chestnut - 05182026
3. Bldg Permit Application
4. 3159969\_OE\_Report
5. Notes & Parcel - 814 W Chestnut

814 W. Chestnut  
Street  
08/20/2025





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814 W. Chestnut – 01/14/2026



**814 W. Chestnut Street  
05/18/2026**



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

May 18, 2026

**Notice of Governing Body Action**  
**Hannah's House Ministries LLC – PO Box 176 – Independence, Ks. 67301**

RE: Unsafe or Dangerous Structure at 814 W. Chestnut

Dear Owner or Occupant:

On January 22, 2026, and pursuant to K.S.A. 12-1751 *et seq.*, the Governing Body held a public hearing as to whether the above-described Property shall be deemed "unsafe or dangerous" and whether the structure(s) on the Property should be condemned and ordered repaired or demolished. This letter serves as notice that, pursuant to Resolution No. 2025.057 (attached), the structure(s) on the Property - **The hearing was adjourned to May 28, 2026 at 5:30 PM.**

The Governing Body has ordered that the owner or occupant of the Property must commence and diligently pursue repairs or options for the building by the May 28, 2026, meeting. Please provide an update to David Cowan at [davidc@independenceks.gov](mailto:davidc@independenceks.gov) or 620.330.0056 prior to the meeting.

**Public Hearing Notice:**  
**RE: 814 W. Chestnut**

Date: **May 28, 2026**  
Time: **5:30 PM**  
Location: **120 N. 6<sup>th</sup> Street**

Thank you for your prompt attention to this matter.

David Cowan

Attachments/Enclosures: Resolution No. **2025.057**

# City of Independence Kansas

120 North 6<sup>th</sup> Street, Independence, KS 67301 [www.independenceks.gov](http://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	<input type="checkbox"/>	<input type="checkbox"/>	
Garage	<input type="checkbox"/>	<input type="checkbox"/>	
Garage door	<input type="checkbox"/>	<input type="checkbox"/>	
Fences	<input type="checkbox"/>	<input type="checkbox"/>	
Gates	<input type="checkbox"/>	<input type="checkbox"/>	
Egress doors	<input type="checkbox"/>	<input type="checkbox"/>	
Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Install 2 small windows on south wall
Outside walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Replace the glass broken walls with stud walls
Siding	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Add Siding to the remodeled exterior walls
Envelope	<input type="checkbox"/>	<input type="checkbox"/>	
Inside walls	<input type="checkbox"/>	<input type="checkbox"/>	
Walls covering	<input type="checkbox"/>	<input type="checkbox"/>	

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/Foundation			
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 *[Signature]* 12/02/25

**FOR USE OF CITY OFFICIALS ONLY**

APPROVED \_\_\_\_/\_\_\_\_/\_\_\_\_ BY

\_\_\_\_\_  
BUILDING OFFICIAL



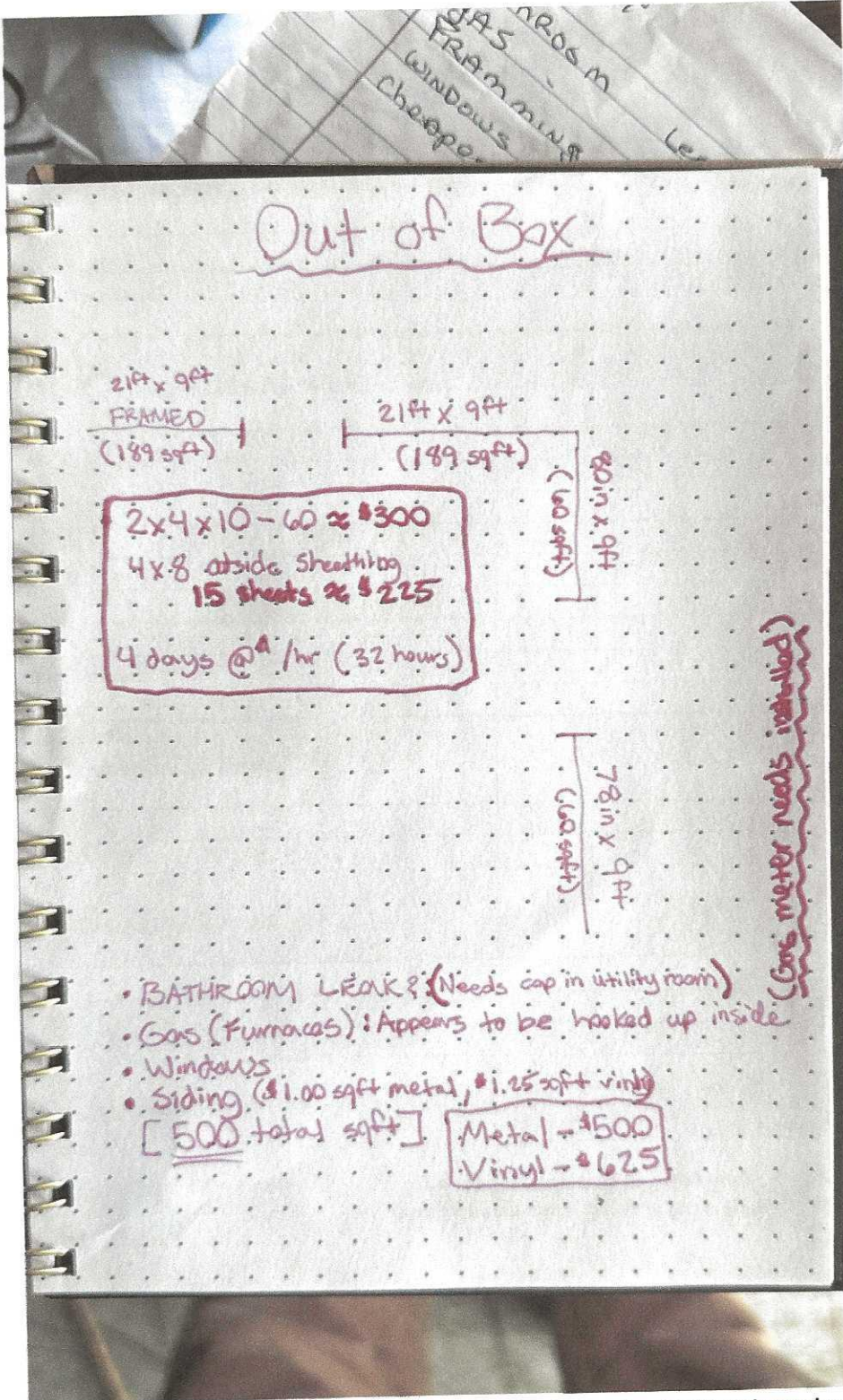
FEES PAID \_\_\_\_ IN \_\_\_\_\_

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
CITY CLERK



*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

*Hey Dude*

# 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 sheathing	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 supplies	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
Other					\$0	\$0
<b>Total</b>			<b>\$1,681.25</b>	<b>\$0.00</b>	<b>\$5,220.00</b>	<b>\$0.00</b>

Subtotal \$5,220.00  
 Unexpected Costs - Add 20% \$1,044.00  
 Total \$6,264.00

*Handwritten signature and date:*  
 Lisa H. ...  
 12/2/2025

## Report Cover Page

Date:	<b>10/31/2025</b>	Prepared For:	<b>City of Independence</b>
Order No.:	<b>3159969</b>	Owner(s):	<b>Hannahs House Ministries Inc.</b>
Issuing Office:	<b>Security 1st Title 114 N. Pennsylvania Avenue Independence, KS 67301</b>	Property Address:	<b>814 W Chestnut St, Independence, KS 67301</b>

**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](tel:087-25-0-40-32-007-00-0)

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:  N

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

Holes in Roof:  N

Notes:

Roof in poor condition

Missing Windows:  N

Notes:

Windows missing, Broken/Boarded

Open Doors: Y  N

Notes:

Boarded

Yard ~~Not~~ Mowed:  N

Trash or Debris: Y  N

Notes:

Appliance

Other Notes:

Used as storage, squatters

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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**

<b>Owner Name</b>	HANNAHS HOUSE MINISTRIES INC
<b>Address</b>	PO BOX 176 INDEPENDENCE, KS 67301

**Property Situs Address**

<b>Address</b>	814 W CHESTNUT ST, Independence, KS 67301
----------------	---

**Land Based Classification System**

<b>Function</b>	Retail store
<b>Activity</b>	Goods-oriented shopping
<b>Ownership</b>	Private-fee simple
<b>Site</b>	Developed site - with buildings

**General Property Information**

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

**Property Factors**

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

**2025 Appraised Value**

Class	Land	Building	Total
Exempt - E	11,720	7,780	19,500
<b>Total</b>	<b>11,720</b>	<b>7,780</b>	<b>19,500</b>

**2024 Appraised Value**

Class	Land	Building	Total
Exempt - E	11,720	7,700	19,420
<b>Total</b>	<b>11,720</b>	<b>7,700</b>	<b>19,420</b>

**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	MSCIs	Rank	Yr Blt	Eff Yr	Levels	Stories	Area	Perim	Hgt	Phys	Func	Econ	OVR%	Rsn	Inc Use	Net Area	Cls	RCN	%Gd	Value
1	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	MSCIs	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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**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 28, 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 January 22, 2026, the City Commission adjourned the hearing 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 funding remains 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 September 24, 2026, at 5:30 p.m.

**SUPPORTING DOCUMENTS**

1. 817 W Cottonwood Photos
2. 817 W COTTONWOOD PHOTO
3. 817 W. Cottonwood St. - Notice of Hearing - 05182026
4. 817 W. Cottonwood St. - Notice of Hearing - 01222026



817 W. Cottonwood Street – 01/13/2026



817 W. Cottonwood Street – 05/18/2026





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

May 18, 2026

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:

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: **May 28, 2026**
- Time: **5:30 PM**
- Location: **120 N. 6<sup>th</sup> 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](mailto: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

January 23, 2026

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 1/22/2026. The Commission granted an adjournment of the hearing until **May 28, 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: **May 28, 2026**
- Time: **5:30 PM**
- Location: **120 N. 6<sup>th</sup> 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@independencesks.gov](mailto:davidc@independencesks.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  
May 28, 2026**

**Department Admin**

**Director Approval David Cowan**

**AGENDA ITEM** Consider setting a Public Hearing to consider the condemnation of 604 1/2 N. 17th Street as dangerous and unsafe.

**SUMMARY RECOMMENDATION** Consider setting the date of July 23, 2026 for a Public Hearing to consider the condemnation of 604 1/2 N. 17th Street as dangerous and unsafe.

**BACKGROUND** On May 9, 2026, the structure located at 604 1/2 N. 17th Street was involved in a fire that gutted the entire building. City staff recommends setting the date of July 23, 2026 at 5:30 pm for a Public Hearing to consider the condemnation of 604 1/2 N. 17th as dangerous and unsafe.

**FINANCIAL INFORMATION** The City may incur 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 July 23, 2026, at 5:30 pm for a Public Hearing to consider the condemnation of 604 1/2 N. 17th as dangerous and unsafe.

**SUPPORTING DOCUMENTS**

1. RESOLUTION 2026-060 - CONDEMNATION - PH - 604.5 N 17th
2. 604.5 N 17th Pic 05182026
3. 2026 - Setting Date of Public Hearing - 614.5 N. 17th 05182026
4. Parcel

**RESOLUTION NO. 2026-060**

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 28th day of May 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 southernmost structure on Lots 7-8, Caverts Addition to the City of Independence, Montgomery County, Kansas.

**Common Address:** 604 1/2 N 17th 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, **July 23, 2026** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6<sup>th</sup> 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 28th day of May 2026.

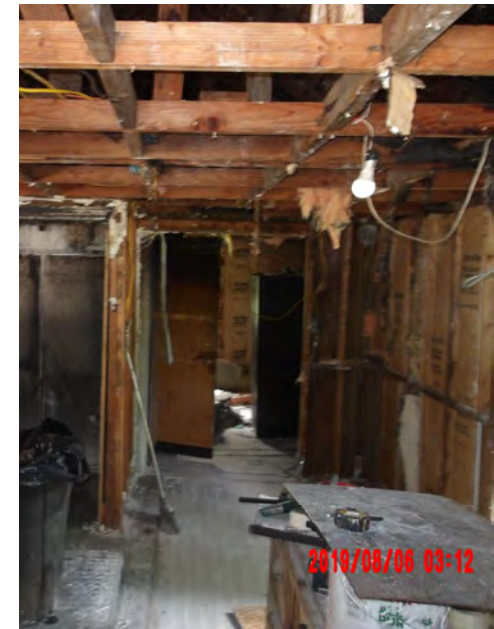
(SEAL)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

# 604 1/2 N. 17th

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**CITY OF INDEPENDENCE, KANSAS**

**Office of the Building Official**

120 N. 6<sup>th</sup> Street • Independence, KS 67301

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

---

**Date:** May 18, 2026

**To:**

**Leslie Hansen**  
**1204 St. Tropez Dr.**  
**Carrollton, Tx 75006**

---

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

**Property Location:** 604 ½ N. 17<sup>th</sup>

**Lien Holder:**

Dear Ms. Hansen:

On May 9, 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 604 ½ N. 17<sup>th</sup> Street are unsafe or dangerous and whether the Governing Body should order the structure(s) to be repaired or demolished.

The City has received reports from Fire-EMS personnel indicating that the structure(s) at this address were involved in a structure fire on May 9, 2026. The structure(s) are 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 is not active at this residence, and that there is currently no gas for the property.

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.



“Delivering Excellence”

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.
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:**               **May 28, 2026**
- **Location:**       **120 N. 6<sup>th</sup>**
- **Commission Meeting Room 1<sup>st</sup> 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 **dauidc@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

Print Page

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**The Parcel Number for this Property is 063-087-25-0-40-21-004.00-0**  
**Quick Ref ID: 3337**

**Owner Information**

<b>Owner Name</b>	HANSEN, LESLIE
<b>Address</b>	1204 ST TROPEZ DR CARROLLTON, TX 75006

**Property Situs Address**

<b>Address</b>	608 N 17TH ST, Independence, KS 67301
----------------	---------------------------------------

**Land Based Classification System**

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

**General Property Information**

<b>Prop Class</b>	Residential - R
<b>Living Units</b>	1
<b>Zoning</b>	
<b>Neighborhood</b>	108.F
<b>Tax Unit Group</b>	108

**Property Factors**

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

**2026 Appraised Value**

Class	Land	Building	Total
Residential - R	11,280	78,200	89,480
<b>Total</b>	<b>11,280</b>	<b>78,200</b>	<b>89,480</b>

**2025 Appraised Value**

Class	Land	Building	Total
Residential - R	11,280	75,590	86,870
<b>Total</b>	<b>11,280</b>	<b>75,590</b>	<b>86,870</b>

**Tract Description**

CAVERTS 1ST ADD, S25, T32, R15, Lot 7 & 8, 11377 SQUARE FEET, Lot Width: 100.0 Lot Depth: 115.0 Plat Book/Page 4 /23 Deed Book/Page 511 /161 477 /208 477 /207 464 /001 407 /003 386 /295 375 /271 354 /184 354 /124

**Building Permit Information**

Permit Number	Amount	Issue Date	Description
FC27-REMODEL		12/31/2025	

**Deed Information**

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
511	161						

**Market Land Information**

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	2377										3,490
Sqft	Primary Site - 1	4000										3,800
Sqft	Primary Site - 1	5000										3,990

**Dwelling Information**

Dwelling Information		Comp Sales Information	
<b>Res Type</b>	Single-family Residence	<b>Arch Style</b>	Bungalow
<b>Quality</b>	FR	<b>Bsmt Type</b>	Crawl - 2
<b>Year Built</b>	1900	<b>Total Rooms</b>	4
<b>Eff Year</b>		<b>Bedrooms</b>	3
<b>MS Style</b>	One Story	<b>Family Rooms</b>	
<b>LBCSStruct</b>	Detached SFR unit	<b>Full Baths</b>	2
<b>No. of Units</b>		<b>Half Baths</b>	
<b>Total Living Area</b>		<b>Garage Cap</b>	
<b>Calculated Area</b>	1,080	<b>Foundation</b>	Block - 3
<b>Main Floor Living Area</b>	1,080		
<b>Upper Floor Living Area Pct.</b>			
<b>CDU</b>	FR		
<b>Phys/Func/Econ</b>	FR/ /		
<b>Ovr Pct Gd/RCN</b>	/124,760		
<b>Remodel</b>	2002		
<b>Percent Complete</b>			
<b>Assessment Class</b>			
<b>MU Cls/Pct</b>			

**Dwelling Components**

Code	Units	Pct	Quality	Year
------	-------	-----	---------	------

Raised Slab Porch (SF) with Roof	140		
Composition Shingle		100	
Warmed & Cooled Air		100	
Plumbing Rough-ins (#)	1		
Frame, Siding, Vinyl		100	
Raised Subfloor (% or SF)		100	
Plumbing Fixtures (#)	8		
Automatic Floor Cover Allowance			

**Dwelling 2 -**

Dwelling Information	
<b>Res Type</b>	Single-family Residence
<b>Quality</b>	FR-
<b>Year Built</b>	1890
<b>Eff Year</b>	
<b>MS Style</b>	One Story
<b>LBCSStruct</b>	Detached SFR unit
<b>No. of Units</b>	
<b>Total Living Area</b>	
<b>Calculated Area</b>	1,344
<b>Main Floor Living Area</b>	1,344
<b>Upper Floor Living Area Pct.</b>	
<b>CDU</b>	FR
<b>Phys/Func/Econ</b>	FR- / /
<b>Ovr Pct Gd/RCN</b>	/143,520
<b>Remodel</b>	2002
<b>Percent Complete</b>	
<b>Assessment Class</b>	
<b>MU Cls/Pct</b>	

Comp Sales Information	
<b>Arch Style</b>	Bungalow
<b>Bsmt Type</b>	Crawl - 2
<b>Total Rooms</b>	4
<b>Bedrooms</b>	3
<b>Family Rooms</b>	
<b>Full Baths</b>	2
<b>Half Baths</b>	
<b>Garage Cap</b>	
<b>Foundation</b>	Stone - 4

**Dwelling Components**

Code	Units	Pct	Quality	Year
Raised Slab Porch (SF) with Roof	176			
Composition Shingle		100		
Warmed & Cooled Air		100		
Plumbing Rough-ins (#)	1			
Frame, Siding, Vinyl		100		
Raised Subfloor (% or SF)		100		
Plumbing Fixtures (#)	8			
Automatic Floor Cover Allowance				

**Dwelling 3 -**

Dwelling Information	
<b>Res Type</b>	Single-family Residence
<b>Quality</b>	LO-
<b>Year Built</b>	1940
<b>Eff Year</b>	
<b>MS Style</b>	One Story
<b>LBCSStruct</b>	Detached SFR unit
<b>No. of Units</b>	
<b>Total Living Area</b>	
<b>Calculated Area</b>	403
<b>Main Floor Living Area</b>	403
<b>Upper Floor Living Area Pct.</b>	
<b>CDU</b>	FR-
<b>Phys/Func/Econ</b>	FR- / /
<b>Ovr Pct Gd/RCN</b>	/49,500
<b>Remodel</b>	2002
<b>Percent Complete</b>	
<b>Assessment Class</b>	
<b>MU Cls/Pct</b>	

Comp Sales Information	
<b>Arch Style</b>	Bungalow
<b>Bsmt Type</b>	Crawl - 2
<b>Total Rooms</b>	2
<b>Bedrooms</b>	1
<b>Family Rooms</b>	
<b>Full Baths</b>	1
<b>Half Baths</b>	
<b>Garage Cap</b>	
<b>Foundation</b>	Block - 3

Dwelling Components				
Code	Units	Pct	Quality	Year
Frame, Siding, Vinyl		100		
Raised Subfloor (% or SF)		100		
Plumbing Rough-ins (#)	1			
Electric Radiant Heat		100		
Wood Deck (SF) with Roof	45			
Composition Shingle		100		
Plumbing Fixtures (#)	5			
Automatic Floor Cover Allowance				

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**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 28, 2026**

**Department Admin**

**Director Approval David Cowan**

**AGENDA ITEM** Consider awarding bids to remove 21 structures previously condemned as dangerous and unsafe.

**SUMMARY RECOMMENDATION** City Staff recommends awarding the bid to the lowest bidder excluding 1018 E. Birch, 705 Washington and 1014 W. Beech Street.

**BACKGROUND**

The City advertised the demolition of 24 previously condemned structures and received three bids. The three lowest individual bids are shown below. The structures located at 1018 E. Birch and 705 Washington have both applied for building permits and submitted repair timelines. Additionally, the owner of 1014 W. Beech has contracted to have the fire-damaged structure removed.

City staff did not initially account for the fact that two of the structures are classified as commercial properties and are therefore subject to specific State demolition requirements. City staff has since conducted asbestos sampling on these two structures and will contract separately for asbestos abatement prior to demolition. The demolition contractor will remain responsible for handling asbestos-related requirements for the remaining residential properties.

City staff recommends awarding the demolition of the following structures to Mega, LLC in the amount of \$139,890:

1	821 E. Maple	4,890.00
2	908 E. Maple	4,190.00
3	700 N. 12th	4,190.00
4	417 N. 2nd	7,690.00
5	509 N. 13th	2,990.00
6	208 S. Earl	4,490.00
7	108 S. Wald	7,690.00
8	214 S. 12th	7,790.00
9	1020 W. Chestnut	4,490.00
10	707 W. Cottonwood	3,890.00
11	828 W. Cottonwood	4,890.00
12	212 W. Laurel	11,890.00
13	1100 W. Laurel	4,090.00
14	720 W. Maple	4,190.00
15	805 W. Sycamore	5,490.00

16	917 W. Sycamore	5,390.00
17	800 W. Chestnut	16,890.00
18	733 Washington	8,890.00
19	300 Westminster	8,890.00
20	1123 W. Main	8,490.00
21	1208 W. Myrtle	8,490.00
<b>Total</b>		<b>139,890.00</b>

**FINANCIAL INFORMATION**

The demolition fund currently has a balance of \$129,000.00. Staff is requesting that \$25,000.00 of the demolition fund be reserved for asbestos abatement of the commercial buildings, with the remaining \$104,000.00 applied toward the demolition contract balance of \$139,890.00. This would leave a remaining balance of \$35,890.00 to be covered by funding through the Commission’s \$200,000.00 Housing Initiative allocation from Economic Development Funds.

Any funds received through invoicing or collections will be utilized to supplement future demolition costs.

**SUGGESTED MOTION** I move to award the individual demolition bids to Mega, LLC in the amount of \$139,890.00 for 21 structures previously condemned as dangerous and unsafe, as listed in the staff report.

**SUPPORTING DOCUMENTS**

1. Demolition 05212026 Bid Tabulation
2. MEGA LLC (5)
3. Diamond S Fencing
4. G & G Dozer (2)

<b>Demolition Bid Tabulation</b>	<b>Diamond S Fencing</b>	<b>Mega LLC</b>	<b>G &amp; G</b>
1018 E. Birch	\$ 11,200.00	\$ 4,990.00	\$ 8,400.00
821 E. Maple	10,400.00	4,890.00	6,000.00
908 E. Maple	9,800.00	4,190.00	8,000.00
700 N. 12th	10,500.00	4,190.00	7,000.00
417 N. 2nd	11,500.00	7,690.00	18,150.00
509 N. 13th	8,500.00	2,990.00	5,000.00
208 S. Earl	11,500.00	4,490.00	5,000.00
108 S. Wald	8,000.00	7,690.00	6,800.00
214 S. 12th	9,000.00	7,790.00	7,500.00
1020 W. Chestnut	8,500.00	4,490.00	5,000.00
707 W. Cottonwood	11,500.00	3,890.00	7,000.00
828 W. Cottonwood	9,500.00	4,890.00	6,000.00
212 W. Laurel	11,500.00	11,890.00	9,000.00
1100 W. Laurel	11,000.00	4,090.00	5,000.00
720 W. Maple	9,000.00	4,190.00	5,500.00
805 W. Sycamore	10,000.00	5,490.00	5,600.00
917 W. Sycamore	10,000.00	5,390.00	4,800.00
800 W. Chestnut	25,000.00	16,890.00	54,000.00
705 Washington	12,000.00	8,890.00	16,900.00
733 Washington	9,500.00	8,890.00	10,800.00
300 Westminster	12,500.00	8,890.00	20,500.00
1014 W. Beech	10,500.00	0.00	9,000.00
1123 W. Main	15,000.00	8,490.00	10,500.00
1208 W. Myrtle	10,000.00	8,490.00	9,400.00
Total	265,900.00	153,770.00	250,850.00
<b>Combined Bid</b>	<b>\$ 230,000.00</b>	<b>\$ 149,000.00</b>	<b>\$ 250,850.00</b>

**BID SCHEDULE**

Combined Bid:

**Alternative Bids Permitted:** A bidder may submit a bid on each individual property or may submit one bid for all the properties combined, or do both. When submitting a bid on all properties combined, the bidder must itemize the cost of demolition as to each property so the City can pass the cost on to the property owner as allowed by law.

**Individual Bids:**

1. 1018 E. Birch Street	\$	<u>4990<sup>00</sup></u>
2. 821 E. Maple Street	\$	<u>4890<sup>00</sup></u>
3. 908 E. Maple Street	\$	<u>4190<sup>00</sup></u>
4. 700 N. 12 <sup>th</sup> Street	\$	<u>4190<sup>00</sup></u>
5. 417 N. 2 <sup>nd</sup> Street	\$	<u>7690<sup>00</sup></u>
6. 509 N. 13 <sup>th</sup> Street	\$	<u>2990<sup>00</sup></u>
7. 208 S. Earl Street	\$	<u>4490<sup>00</sup></u>
8. 108 S. Wald Ave	\$	<u>7690<sup>00</sup></u>
9. 214 S. 12 <sup>th</sup> Street	\$	<u>7790<sup>00</sup></u>
10. 1020 W. Chestnut Street	\$	<u>4490<sup>00</sup></u>
11. 707 W. Cottonwood Street	\$	<u>3890<sup>00</sup></u>
12. 828 W. Cottonwood Street	\$	<u>4890<sup>00</sup></u>
13. 212 W. Laurel Street	\$	<u>11890<sup>00</sup></u>
14. 1100 W. Laurel Street	\$	<u>4090<sup>00</sup></u>
15. 720 W. Maple Street	\$	<u>4190<sup>00</sup></u>
16. 805 W. Sycamore Street	\$	<u>5490<sup>00</sup></u>
17. 917 W. Sycamore Street	\$	<u>5390<sup>00</sup></u>
18. 800 W. Chestnut (medical office building)	\$	<u>16,890<sup>00</sup></u>
19. 705 Washington Street	\$	<u>8890<sup>00</sup></u>
20. 733 Washington Street	\$	<u>8890<sup>00</sup></u>
21. 300 Westminster Place	\$	<u>8890<sup>00</sup></u>
22. 1014 W. Beech Street	\$	<u>          </u>
23. 1123 W. Main Street (mult structures)	\$	<u>8490<sup>00</sup></u>
24. 1208 W. Myrtle Street	\$	<u>8490<sup>00</sup></u>

**Combined Bid:**

**BID SCHEDULE**

1. 1018 E. Birch Street
2. 821 E. Maple Street
3. 908 E. Maple Street
4. 700 N. 12<sup>th</sup> Street
5. 417 N. 2<sup>nd</sup> Street
6. 509 N. 13<sup>th</sup> Street
7. 208 S. Earl Street
8. 108 S. Wald Ave
9. 214 S. 12<sup>th</sup> Street
10. 1020 W. Chestnut Street
11. 707 W. Cottonwood Street
12. 828 W. Cottonwood Street
13. 212 W. Laurel Street
14. 1100 W. Laurel Street
15. 720 W. Maple Street
16. 805 W. Sycamore Street
17. 917 W. Sycamore Street
18. 800 W. Chestnut (medical office building)
19. 705 Washington Street
20. 733 Washington Street
21. 300 Westminster Place
22. 1014 W. Beech Street
23. 1123 W. Main Street (mult structures)
24. 1208 W. Myrtle Street

*Alternative Bids Permitted: A bidder may submit a bid on each individual property or may submit one bid for all the properties combined. When submitting a bid on all properties combined, the bidder must list the cost of demolition as to each property so the City can pass the property owner as allowed by law.*

**Individual Bids:**

1. 1018 E. Birch Street
2. 821 E. Maple Street
3. 908 E. Maple Street
4. 700 N. 12<sup>th</sup> Street
5. 417 N. 2<sup>nd</sup> Street
6. 509 N. 13<sup>th</sup> Street
7. 208 S. Earl Street
8. 108 S. Wald Ave
9. 214 S. 12<sup>th</sup> Street
10. 1020 W. Chestnut Street
11. 707 W. Cottonwood Street
12. 828 W. Cottonwood Street
13. 212 W. Laurel Street
14. 1100 W. Laurel Street
15. 720 W. Maple Street
16. 805 W. Sycamore Street
17. 917 W. Sycamore Street
18. 800 W. Chestnut Street
19. 705 Washington Street
20. 733 Washington Street
21. 300 Westminster Place
22. 1014 W. Beech Street
23. 1123 W. Main Street (mult structures)
24. 1208 W. Myrtle Street

**Combined bid priced to remove and clear the lots for all (24) structures listed:**

• \$ 149,000

\*City will take any sandstone foundation stone and remove it from the site, when ready to be picked up, to be used at Riverside Park, if the bid winner desires.



If a bidder improperly withdraws a bid or refuses to honor a bid that has been awarded by the City, the bidder shall not be eligible to bid on any City projects for a period of one (1) year thereafter.

MEGA LLC  
Name of Bidder (Printed)

2450 CR 3800  
Address

[Signature]  
Signature

5/21/26  
Date

OWNER  
Title

620-331-9209  
Contact Phone Number

DIRTclode1960@gmail.com  
Email

## STRUCTURE DEMOLITION SPECIFICATIONS

1. Demolition shall be the removal and disposal of the entire building, any outbuildings, concrete footers, slabs or any other associated structures at such locations as designated by the City. This shall also include all trees and any brush, vines or bushes, etc. necessary to clear lot.

NOTE: The contractor shall be responsible, at his own expense, for removing and disposing in the Montgomery County Landfill or other KDHE approved landfill site, any and all materials. (The City demolition site will not be used for this project.) This shall include but not be limited to paint cans, carpet, furniture, appliances, and other household trash as designated by the City.

2. Transite siding will be removed by hand, wetted and bagged (6 mil), and disposed of in an approved landfill in accordance with KDHE regulations. The contractor will not pulverize or otherwise crush asbestos siding and must remove by hand.
3. If required by the City prior to commencing work, the Contractor shall submit to the City a proposed method of operations for the removal and disposal of the structure(s). The schedule of coordination for shut-off, capping or discontinuation of utility services shall be submitted if so required by the City. Utilities may be left intact only by written request to the City by the owner of record prior to commencing work on the project.
4. Structures to be demolished shall be vacated and discontinued from use or inhabitation prior to commencing work. The Contractor shall cease work immediately and report the same to the City upon discovering either persons occupying the structure(s) for any reason or any other extenuating circumstances that would require action by the City or the owner before continuing demolition operations.
5. The City of Independence assumes no responsibility for the actual condition of the structures to be demolished. The Contractor shall satisfy himself through his own personal investigation of the structural conditions of the building.
6. The Contractor shall not be permitted to use any form of explosive devices or dispose of the materials by burning in the demolition of the structure(s) either at the site or any landfill.
7. The Contractor shall conduct the demolition and removal operations to ensure minimum interference with roads, streets, walks or other adjacent structures or facilities. Any damages caused by the demolition operations to adjacent structures, roads, streets, walks, personal property, etc. shall be repaired or otherwise compensated for by the Contractor at no expense to the City or additional change orders to the contract.
8. No street, sidewalk or other facilities shall be closed or otherwise obstructed for any length of time without written permission from the City prior to the Contractor commencing work. All authorities having jurisdiction over the affected facilities shall be notified by the Contractor no less than twenty-four (24) hours prior to commencing work.
9. If it is necessary to close or otherwise obstruct a street or walkway, the Contractor shall provide at his own expense an alternate route which shall be marked and guarded to ensure the safety of the



# City of Independence, Kansas Request for Bid Demolition of Condemned Structures

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Responses will be received at:

City of Independence  
2026 Demolition Packet  
120 N. 6<sup>th</sup> Street  
Independence, KS 67301

Email: [davids@independenceks.gov](mailto:davids@independenceks.gov)

Bids may be submitted by mail or hand delivery to the City Clerk. Electronic (email) submissions will not be accepted.

---

Questions regarding this Bid Packet  
Email: [davidc@independenceks.gov](mailto:davidc@independenceks.gov)  
Phone 620.332.2528

ADVERTISEMENT FOR BIDS



Sealed bids will be received by the City of Independence, Kansas, at the office of the City Clerk, 120 N. 6th Street, Independence, Kansas, until 2:00 p.m. on Thursday, May 21, 2026, at which time bids will be publicly opened and read aloud.

Contact: David Cowan | davidc@independenceks.gov | 620-332-2528

## SCOPE OF WORK

- The Contractor shall demolish and remove all structures, accessory buildings, and debris located on the designated properties. Demolition shall include the removal of all foundations, slabs, and footings. Existing public (pedestrian) sidewalks shall remain in place unless otherwise directed by the City.
- The Contractor shall clear each site of all vegetation, including shrubs, trees, and fencing, resulting in a clean and unobstructed lot.
- The Contractor shall be solely responsible for complying with all applicable federal, state, and local regulations regarding asbestos identification, handling, removal, and disposal.
- The Contractor shall transport and dispose of all demolition debris at a KDHE-approved landfill facility and shall comply with all Federal and State asbestos regulations. The City's demolition site shall not be used for disposal.
- The Contractor shall properly cap or plug all sewer lines using a watertight method. All work shall be subject to inspection and approval by the City.
- The Contractor shall, upon completion of demolition activities, backfill each site as necessary, grade it to match the surrounding contours, and seed it with grass to establish a stabilized surface.
- The Contractor shall be responsible for site safety and traffic control during all demolition activities.

## PROJECT LOCATIONS

1. 1018 E. Birch Street
2. 821 E. Maple Street
3. 908 E. Maple Street
4. 700 N. 12<sup>th</sup> Street
5. 417 N. 2<sup>nd</sup> Street
6. 509 N. 13<sup>th</sup> Street
7. 208 S. Earl Street
8. 108 S. Wald Ave
9. 214 S. 12<sup>th</sup> Street
10. 1020 W. Chestnut Street
11. 707 W. Cottonwood Street
12. 828 W. Cottonwood Street
13. 212 W. Laurel Street
14. 1100 W. Laurel Street
15. 720 W. Maple Street
16. 805 W. Sycamore Street
17. 917 W. Sycamore Street



18. 800 W. Chestnut (medical office building)
19. 705 Washington Street
20. 733 Washington Street
21. 300 Westminster Place
22. 1014 W. Beech Street
23. 1123 W. Main Street
24. 1208 W. Myrtle Street

#### TIME OF COMPLETION

Work shall commence within fifteen (15) days of Notice to Proceed and be completed within sixty (60) days.

#### INSURANCE REQUIREMENTS

Contractor shall provide proof of General Liability Insurance and Workers' Compensation Insurance. A minimum of \$1,000,000 in liability coverage is required. The City shall be named as an additional insured.

#### ENVIRONMENTAL COMPLIANCE

The Contractor shall be solely responsible for identifying, testing, handling, abatement (if required), removal, transportation, and disposal of all asbestos-containing materials and any other hazardous or regulated materials associated with the demolition of the structures, in full compliance with all applicable federal, state, and local laws and regulations, including but not limited to KDHE and EPA requirements.

The Contractor shall obtain all required inspections, permits, and notifications prior to commencement of demolition activities, including any required asbestos inspections and filings with KDHE. Documentation of such compliance, including inspection reports, notifications, and approvals, shall be provided to the City prior to demolition.

The Contractor agrees to indemnify, defend, and hold harmless the City, its officials, employees, and agents from and against any and all claims, damages, losses, fines, penalties, or regulatory actions arising out of or related to the Contractor's failure to comply with applicable environmental laws and regulations, including those related to asbestos or hazardous materials.

#### DISPOSAL REQUIREMENTS

All demolition materials shall be disposed of at KDHE-approved facilities. Asbestos materials shall be properly bagged (6 mil), labeled, and disposed of per regulations.

#### **Bid Rejection and Award**



The City of Independence, Kansas reserves the right to accept or reject any or all bids, to waive any informalities, irregularities, or technical defects in any bid, and to award the contract in the best interest of the City.

The City further reserves the right to reject any bid from a bidder who is determined, in the sole judgment of the City, to be unqualified, non-responsible, or otherwise unable to perform the work in accordance with the Contract Documents.

The City reserves the right to award the contract by individual property, by group of properties, or as a total project, whichever method is deemed most advantageous to the City.

The City may conduct such investigations as it deems necessary to determine the ability of the bidder to perform the work and may require the bidder to furnish additional information as requested.

The City reserves the right to reject any bid that is incomplete, conditional, or fails to comply with the requirements of the bid documents.

The City also reserves the right to delay the award of the contract for a reasonable period of time as may be necessary to evaluate bids and determine the lowest and best responsible bidder.

SIGNATURE

*[Signature]*  
Contractor Signature

Date: 05/05/2026

Diamond S Ferncing Inc

4993 N Venison Rd

Name of Bidder (Printed)

Address

Scott City, KS 67871

City, State, Zip

*[Signature]*

05/05/2026

Signature

Date

Owner

620-214-8857

Title

Contact Phone Number



**BID SCHEDULE**

**Alternative Bids Permitted:** A bidder may submit a bid on each individual property or may submit one bid for all the properties combined, or do both. When submitting a bid on all properties combined, the bidder must itemize the cost of demolition as to each property so the City can pass the cost on to the property owner as allowed by law.

**Individual Bids:**

1. 1018 E. Birch Street	\$ 11,200
2. 821 E. Maple Street	\$ 10,400
3. 908 E. Maple Street	\$ 9,800
4. 700 N. 12 <sup>th</sup> Street	\$ 10,500
5. 417 N. 2 <sup>nd</sup> Street	\$ 11,500
6. 509 N. 13 <sup>th</sup> Street	\$ 8,500
7. 208 S. Earl Street	\$ 11,500
8. 108 S. Wald Ave	\$ 8,000
9. 214 S. 12 <sup>th</sup> Street	\$ 9,000
10. 1020 W. Chestnut Street	\$ 8,500
11. 707 W. Cottonwood Street	\$ 11,500
12. 828 W. Cottonwood Street	\$ 9,500
13. 212 W. Laurel Street	\$ 11,500
14. 1100 W. Laurel Street	\$ 11,000
15. 720 W. Maple Street	\$ 9,000
16. 805 W. Sycamore Street	\$ 10,000
17. 917 W. Sycamore Street	\$ 10,000
18. 800 W. Chestnut (medical office building)	\$ 25,000
19. 705 Washington Street	\$ 12,000
20. 733 Washington Street	\$ 9,500
21. 300 Westminster Place	\$ 12,500
22. 1014 W. Beech Street	\$ 10,500
23. 1123 W. Main Street (mult structures)	\$ 15,000
24. 1208 W. Myrtle Street	\$ 10,000



**Combined Bid:**

*(If submitting a combined bid, the Contractor must provide an itemized cost per property. Failure to provide this breakdown at the time of contract execution may result in rejection of the award..)*

1. 1018 E. Birch Street
2. 821 E. Maple Street
3. 908 E. Maple Street
4. 700 N. 12<sup>th</sup> Street
5. 417 N. 2<sup>nd</sup> Street
6. 509 N. 13<sup>th</sup> Street
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17. 917 W. Sycamore Street
18. 800 W. Chestnut (medical office building)
19. 705 Washington Street
20. 733 Washington Street
21. 300 Westminster Place
22. 1014 W. Beech Street
23. 1123 W. Main Street (mult structures)
24. 1208 W. Myrtle Street

**Combined bid priced to remove and clear the lots for all (24) structures listed:**

- \$ 230,000

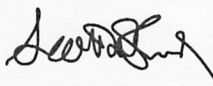
\*City will take any sandstone foundation stone and remove it from the site, when ready to be picked up, to be used at Riverside Park, if the bid winner desires.



*If a bidder improperly withdraws a bid or refuses to honor a bid that has been awarded by the City, the bidder shall not be eligible to bid on any City projects for a period of one (1) year thereafter.*

Diamond S Fencing Inc  
\_\_\_\_\_  
Name of Bidder (Printed)

4993 N Venison Rd, Scott City, KS 67871  
\_\_\_\_\_  
Address

  
\_\_\_\_\_  
Signature

05/05/2026  
\_\_\_\_\_  
Date

Owner  
\_\_\_\_\_  
Title

620-214-8857  
\_\_\_\_\_  
Contact Phone Number

diamondsfencingks@gmail.com  
\_\_\_\_\_  
Email



Sealed bids will be received by the City of Independence, Kansas, at the office of the City Clerk, 120 N. 6th Street, Independence, Kansas, until 2:00 p.m. on Thursday, May 21, 2026, at which time bids will be publicly opened and read aloud.

Contact: David Cowan | davidc@independenceks.gov | 620-332-2528

## SCOPE OF WORK

- The Contractor shall demolish and remove all structures, accessory buildings, and debris located on the designated properties. Demolition shall include the removal of all foundations, slabs, and footings. Existing public (pedestrian) sidewalks shall remain in place unless otherwise directed by the City.
- The Contractor shall clear each site of all vegetation, including shrubs, trees, and fencing, resulting in a clean and unobstructed lot.
- The Contractor shall be solely responsible for complying with all applicable federal, state, and local regulations regarding asbestos identification, handling, removal, and disposal.
- The Contractor shall transport and dispose of all demolition debris at a KDHE-approved landfill facility and shall comply with all Federal and State asbestos regulations. The City's demolition site shall not be used for disposal.
- The Contractor shall properly cap or plug all sewer lines using a watertight method. All work shall be subject to inspection and approval by the City.
- The Contractor shall, upon completion of demolition activities, backfill each site as necessary, grade it to match the surrounding contours, and seed it with grass to establish a stabilized surface.
- The Contractor shall be responsible for site safety and traffic control during all demolition activities.

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14. 1100 W. Laurel Street
15. 720 W. Maple Street
16. 805 W. Sycamore Street
17. 917 W. Sycamore Street



18. 800 W. Chestnut (medical office building)
19. 705 Washington Street
20. 733 Washington Street
21. 300 Westminster Place
22. 1014 W. Beech Street
23. 1123 W. Main Street
24. 1208 W. Myrtle Street

#### TIME OF COMPLETION

Work shall commence within fifteen (15) days of Notice to Proceed and be completed within sixty (60) days.

#### INSURANCE REQUIREMENTS

Contractor shall provide proof of General Liability Insurance and Workers' Compensation Insurance. A minimum of \$1,000,000 in liability coverage is required. The City shall be named as an additional insured.

#### ENVIRONMENTAL COMPLIANCE

The Contractor shall be solely responsible for identifying, testing, handling, abatement (if required), removal, transportation, and disposal of all asbestos-containing materials and any other hazardous or regulated materials associated with the demolition of the structures, in full compliance with all applicable federal, state, and local laws and regulations, including but not limited to KDHE and EPA requirements.

The Contractor shall obtain all required inspections, permits, and notifications prior to commencement of demolition activities, including any required asbestos inspections and filings with KDHE. Documentation of such compliance, including inspection reports, notifications, and approvals, shall be provided to the City prior to demolition.

The Contractor agrees to indemnify, defend, and hold harmless the City, its officials, employees, and agents from and against any and all claims, damages, losses, fines, penalties, or regulatory actions arising out of or related to the Contractor's failure to comply with applicable environmental laws and regulations, including those related to asbestos or hazardous materials.

#### DISPOSAL REQUIREMENTS

All demolition materials shall be disposed of at KDHE-approved facilities. Asbestos materials shall be properly bagged (6 mil), labeled, and disposed of per regulations.

#### **Bid Rejection and Award**



The City of Independence, Kansas reserves the right to accept or reject any or all bids, to waive any informalities, irregularities, or technical defects in any bid, and to award the contract in the best interest of the City.

The City further reserves the right to reject any bid from a bidder who is determined, in the sole judgment of the City, to be unqualified, non-responsible, or otherwise unable to perform the work in accordance with the Contract Documents.

The City reserves the right to award the contract by individual property, by group of properties, or as a total project, whichever method is deemed most advantageous to the City.

The City may conduct such investigations as it deems necessary to determine the ability of the bidder to perform the work and may require the bidder to furnish additional information as requested.

The City reserves the right to reject any bid that is incomplete, conditional, or fails to comply with the requirements of the bid documents.

The City also reserves the right to delay the award of the contract for a reasonable period of time as may be necessary to evaluate bids and determine the lowest and best responsible bidder.

SIGNATURE

Gary Corby  
Contractor Signature

Date: 5-21-26

GtG Dozer Gary Corby  
Name of Bidder (Printed)

1875 n. US Hwy 75  
Address

Caney, KS 67333  
City, State, Zip

Gary Corby  
Signature

5-21-26  
Date

owner  
Title

620-515-5240  
Contact Phone Number

office @  
620-879-5243

**BID SCHEDULE**

**Alternative Bids Permitted:** A bidder may submit a bid on each individual property or may submit one bid for all the properties combined, or do both. When submitting a bid on all properties combined, the bidder must itemize the cost of demolition as to each property so the City can pass the cost on to the property owner as allowed by law.

**Individual Bids:**

1. 1018 E. Birch Street	\$	<u>8,400.00</u>	
2. 821 E. Maple Street	\$	<u>6,000.00</u>	
3. 908 E. Maple Street	\$	<u>8,000.00</u>	
4. 700 N. 12 <sup>th</sup> Street	\$	<u>7,000.00</u>	
5. 417 N. 2 <sup>nd</sup> Street	\$	<u>18,150.00</u>	
6. 509 N. 13 <sup>th</sup> Street	\$	<u>5,000.00</u>	
7. 208 S. Earl Street	\$	<u>5,000.00</u>	
8. 108 S. Wald Ave	\$	<u>6,800.00</u>	
9. 214 S. 12 <sup>th</sup> Street	\$	<u>7,500.00</u>	
10. 1020 W. Chestnut Street	\$	<u>5,000.00</u>	
11. 707 W. Cottonwood Street	\$	<u>7,000.00</u>	
12. 828 W. Cottonwood Street	\$	<u>6,000.00</u>	
13. 212 W. Laurel Street	\$	<u>9,000.00</u>	City is responsible for asbestos
14. 1100 W. Laurel Street	\$	<u>5,000.00</u>	
15. 720 W. Maple Street	\$	<u>5,500.00</u>	
16. 805 W. Sycamore Street	\$	<u>5,600.00</u>	
17. 917 W. Sycamore Street	\$	<u>4,800.00</u>	
18. 800 W. Chestnut (medical office building)	\$	<u>54,000.00</u>	City is responsible for asbestos
19. 705 Washington Street	\$	<u>16,900.00</u>	
20. 733 Washington Street	\$	<u>10,800.00</u>	
21. 300 Westminster Place	\$	<u>20,500.00</u>	
22. 1014 W. Beech Street	\$	<u>9,000.00</u>	
23. 1123 W. Main Street (mult structures)	\$	<u>10,500.00</u>	
24. 1208 W. Myrtle Street	\$	<u>9,400.00</u>	



**Combined Bid:**

*(If submitting a combined bid, the Contractor must provide an itemized cost per property. Failure to provide this breakdown at the time of contract execution may result in rejection of the award..)*

1. 1018 E. Birch Street
2. 821 E. Maple Street
3. 908 E. Maple Street
4. 700 N. 12<sup>th</sup> Street
5. 417 N. 2<sup>nd</sup> Street
6. 509 N. 13<sup>th</sup> Street
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19. 705 Washington Street
20. 733 Washington Street
21. 300 Westminster Place
22. 1014 W. Beech Street
23. 1123 W. Main Street (mult structures)
24. 1208 W. Myrtle Street

**Combined bid priced to remove and clear the lots for all (24) structures listed:**

• \$ 250,850.00

\*City will take any sandstone foundation stone and remove it from the site, when ready to be picked up, to be used at Riverside Park, if the bid winner desires.

\* City will be responsible for asbestos for locations @  
800 w. Chestnut (medical office bldg.)  
212 w. Laurel.



If a bidder improperly withdraws a bid or refuses to honor a bid that has been awarded by the City, the bidder shall not be eligible to bid on any City projects for a period of one (1) year thereafter.

Gary Gorby  
Name of Bidder (Printed)

1875 Hwy 75, Caney KS  
Address

Gary Gorby  
Signature

5-21-26  
Date

owner  
Title

620-515-5240  
Contact Phone Number

office @ ggdozer . com  
Email



**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 28, 2026**

**Department Zoning Administration**

**Director Approval Kayla Schabel**

**AGENDA ITEM** Consider a resolution approving a conditional use permit for multi-family dwellings in an existing nonresidential structure at 201 N. Penn in the C-3 District.

**SUMMARY RECOMMENDATION** Approve Resolution No. 2026-061 authorizing a Conditional Use Permit for single-family and multi-family dwellings in the C-3 District at 201 N. Pennsylvania Avenue.

**BACKGROUND** The applicant, 201 Investors, LLC, is requesting a Conditional Use Permit to allow multi-family residential use within an existing non-residential building in the C-3 General Commercial District. The applicant proposes to use approximately 6,000 square feet of the ground floor for residential use, with 1,500 square feet reserved for commercial use fronting Pennsylvania Avenue.

The Planning and Zoning Board considered this request at its April 7, 2026 meeting, at which time the item was tabled to allow staff and the applicant additional time to reach agreement on a ground-floor window privacy screening condition. A revised condition was negotiated and the item was brought back at the May 5, 2026 meeting, where the Board voted 6-1 to recommend approval.

**CONDITIONS OF APPROVAL.** The attached resolution includes the following conditions:

1. The permit is issued solely to the applicant and is not transferable.
2. At least 20% of the ground floor, including the Penn Avenue frontage, shall be reserved for non-residential use.
3. Upper-story units must meet applicable life safety and building code requirements.
4. Historic Preservation Commission approval and a building permit are required prior to commencement of work.
5. Ground-floor units must maintain interior window coverings. Exterior window screening is not required upfront but may be imposed later if documented incidents warrant Planning Commission review.

**FINANCIAL INFORMATION** None anticipated. The applicant is responsible for all costs associated with permit compliance, including any required screening improvements.

**SUGGESTED MOTION** I move to approve Resolution No. 2026-061 authorizing a Conditional Use Permit to allow multi-family residential use within a non-residential building in the C-3 district at 201 N. Pennsylvania Avenue, subject to the conditions set forth therein.

**SUPPORTING DOCUMENTS**

- 1. Resolution 2026-061 - CUP - 201 N Pennsylvania Ave
- 2. PZ Staff Report 05-05-2026

## **RESOLUTION NO. 2026 – 061**

### **A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT FOR SINGLE-FAMILY AND MULTI-FAMILY DWELLINGS IN THE C-3, CENTRAL BUSINESS DISTRICT AT 201 N PENNSYLVANIA AVENUE**

WHEREAS, at a public hearing conducted on May 5, 2026, the Independence Planning and Zoning Commission voted to approve a request for a conditional use permit for single-family and multi-family dwellings in the C-3, central business district at 201 N Pennsylvania Avenue.

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 single-family and multi-family dwellings in the C-3, central business district at 201 N Pennsylvania Avenue, is approved as hereinafter modified.

The property in question has the following legal description:

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

The applicant must meet the following requirements:

1. The conditional use permit shall be issued solely to the applicant and/or property owner and is not transferable to another location.
2. With this conditional use permit, at least a 20% contiguous portion of the first floor, including the portion fronting Penn Avenue, shall be reserved for non-residential use. Residential use shall not be permitted within this reserved area. Permitted non-residential uses may include commercial storefront space, an entrance lobby, or similar non-residential space.
3. The upper-story apartment(s) must meet life safety and building code requirements.

4. Independence Historic Preservation and Resource Commission approval and a City Building Permit are required before work can begin.
5. Ground-floor residential privacy screening shall be governed by the following requirements:

**5.1 Authorization.** The property owner shall satisfy the privacy screening requirement for ground-floor residential units through the installation of interior window coverings (blinds, shades, or equivalent treatments), provided and maintained by the property owner.

**5.2 Nuisance Trigger and Compliance Review.** If the Zoning Administrator receives documentation of two or more separate incidents within any 12-month period in which occupants of ground-floor residential units engaged in behavior visible from the public right-of-way resulting in a citation under Sec. 70-2, Sec. 70-3, UPOC Sec. 4.1, K.S.A. 21-5513, or any successor or equivalent ordinance or statute prohibiting indecent conduct, indecent exposure, or lewd and lascivious behavior, the Zoning Administrator shall prepare a staff report and present it to the Planning Commission at a regularly scheduled meeting within 60 days of the second qualifying citation.

For purposes of this condition, incidents shall be counted by occurrence, not by number of citations issued. Multiple citations arising from the same incident, location, and time shall count as a single incident. Qualifying incidents must occur on separate dates.

If the Planning Commission finds the screening standard sufficient, no further action is required. If it finds the standard insufficient, Section 5.3 applies.

The Planning Commission may not base a finding of insufficiency solely on the theoretical visibility of unit interiors or concerns unrelated to the documented incidents.

**5.3 Revised Screening Plan.** If the Planning Commission makes a finding of insufficiency under Section 5.2, the property owner shall submit a revised screening plan to the Planning Department within 60 days of written notification of the finding. The plan may include exterior window film or frosted or obscured glazing or interior permanently closed shutters. The property owner may satisfy this requirement through the installation of 3M™ Sun Control Window Film Night Vision™ 15, which the Planning Commission has identified as an acceptable treatment. The property owner may propose an alternative product or treatment subject to Planning Commission approval at a regularly scheduled meeting. No extension shall be granted for the 60-day plan submission period.

The revised plan shall be subject to Planning Commission approval at a regularly scheduled meeting. The property owner shall implement the approved plan within 120 days of approval.

The Zoning Administrator may grant an extension of up to 60 days for implementation upon written request if installation within the original 120-day period is impractical due to seasonal conditions, material availability, contractor scheduling, or other situation beyond the property owner's reasonable control. Such request must be submitted no later than 30 days before the deadline.

**5.4 Default Screening Requirement.** If the property owner fails to submit a plan within 60 days, or fails to implement an approved plan within 120 days, the Zoning Administrator may impose a default requirement without further Commission action. The default shall consist of opaque or frosted window film covering all ground-floor residential glazing through which the interior is not visible from a standing position on the public right-of-way, as determined by field assessment. The property owner shall bear all installation costs and complete installation within 120 days of written notification.

**5.5 Enforcement.** If the property owner fails to implement an approved screening plan or the default requirement within the prescribed timeframes, the City may pursue one or more of the following remedies:

- i. A civil penalty of up to \$500.00 per day pursuant to Section 1705.2 of the Zoning Ordinance, with each day constituting a separate offense;
- ii. Any action to restrain, correct, or abate the violation or prevent occupancy pursuant to Section 1705.1 of the Zoning Ordinance; or
- iii. Any additional remedy available under the Zoning Ordinance or Kansas law, including recording a notice of violation with the Montgomery County Register of Deeds.

**5.6 Maintenance.** Window coverings and privacy screening shall remain present and capable of providing privacy screening for the life of the Conditional Use Permit. Coverings or screening that are missing, removed, or damaged to the extent they can no longer provide privacy screening shall be repaired or replaced within 60 days.

A violation of any of the conditions will constitute a violation of the Conditional Use Permit and may subject the property owner to enforcement action pursuant to Section 1705.1 and Section 1705.2 of the Zoning Ordinance.

A violation of any of the conditions will constitute a violation of the Conditional Use Permit and could lead to its revocation.

Adopted and approved by the Governing Body of the City of Independence, Kansas, on this 28<sup>th</sup> day of May, 2026.

*(Attest)*

\_\_\_\_\_  
Dean A. Hayse, Mayor

\_\_\_\_\_  
David Schwenker, City Clerk



**REQUEST FOR PLANNING COMMISSION ACTION  
CONDITIONAL USE  
CITY OF INDEPENDENCE  
MAY 5, 2026**

**Department Admin**

**Prepared By Kayla Schabel**

**AGENDA ITEM** Conditional use permit for multi-family dwellings in a nonresidential structure in the C-3 District at 201 N Penn.

**SUMMARY RECOMMENDATION** Approve the Conditional Use Permit

**BACKGROUND** The applicant is requesting a Conditional Use Permit to allow multi-family residential use within a non-residential building in the C-3 zoning district. The subject property is located within the C-3 General Commercial District. Residential use on the ground floor is not permitted by right in this district and therefore requires approval of a Conditional Use Permit. The applicant proposes to utilize a portion of the ground floor for residential use with the remaining area reserved for commercial use.

This item was first presented at the April 7, 2026 Planning Commission meeting. At that meeting the Commission tabled the item for one meeting to allow the city and the applicant additional time to reach an agreement on the exterior window screening requirement. Specifically, the original condition required permanent exterior screening on all ground-floor windows. The applicant objected to that requirement on the basis of aesthetics and the building's historic character.

Following further discussion between city staff and the applicant, a revised condition has been negotiated. Rather than requiring permanent exterior screening upfront, the revised condition authorizes the applicant to satisfy the privacy screening requirement through the installation and maintenance of interior window coverings. A review process is established in the event that documented incidents of indecent conduct or exposure visible from the public right-of-way occur at the property, which would trigger a Planning Commission review and, if necessary, a requirement for additional screening. The 3M Night Vision 15 window film has been identified as a pre-approved treatment should additional screening ever be required.

Staff recommends approval of the conditional use permit with conditions *as set forth in the attached resolution.*

**Relevant Code Sections:**

902.2 Action by the planning commission: The decision of the planning commission to recommend approval or denial of the proposed conditional use shall be based on any or all of the following criteria which the planning commission determines to be relevant:

- a. The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitation.
- b. The proposed conditional use at the specified location will contribute to and promote the welfare or convenience of the public.
- c. The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.

- d. The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional 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.

**Suggested Motion:** I move to recommend approval of a Conditional Use Permit for 201 N. Penn to allow multi-family residential use within a non-residential building in the C-3 zoning district, based on the findings that the proposed use is compatible with the surrounding area and meets the requirements of the zoning regulations, subject to any conditions as recommended by staff.

#### **SUPPORTING DOCUMENTS**

1. Resolution 2026- - CUP - 201 N Pennsylvania Ave
2. 2026CUP02 - 201 Penn - Application
3. 2026CUP02 - 201 Penn - Notice
4. 2026CUP02 - 201 Penn - Map 250 ft
5. 20216CUP02 - 201 Penn - Address List

## **RESOLUTION NO. 2026 –**

### **A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT FOR SINGLE-FAMILY AND MULTI-FAMILY DWELLINGS IN THE C-3, CENTRAL BUSINESS DISTRICT AT 201 N PENNSYLVANIA AVENUE**

WHEREAS, at a public hearing conducted on May 5, 2026, the Independence Planning and Zoning Commission voted to approve a request for a conditional use permit for single-family and multi-family dwellings in the C-3, central business district at 201 N Pennsylvania Avenue.

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 single-family and multi-family dwellings in the C-3, central business district at 201 N Pennsylvania Avenue, is approved as hereinafter modified.

The property in question has the following legal description:

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

The applicant must meet the following requirements:

1. The conditional use permit shall be issued solely to the applicant and/or property owner and is not transferable to another location.
2. With this conditional use permit, at least a 20% contiguous portion of the first floor, including the portion fronting Penn Avenue, shall be reserved for non-residential use. Residential use shall not be permitted within this reserved area. Permitted non-residential uses may include commercial storefront space, an entrance lobby, or similar non-residential space.
3. The upper-story apartment(s) must meet life safety and building code requirements.

4. Independence Historic Preservation and Resource Commission approval and a City Building Permit are required before work can begin.
5. Ground-floor residential privacy screening shall be governed by the following requirements:

**5.1 Authorization.** The property owner shall satisfy the privacy screening requirement for ground-floor residential units through the installation of interior window coverings (blinds, shades, or equivalent treatments), provided and maintained by the property owner.

**5.2 Nuisance Trigger and Compliance Review.** If the Zoning Administrator receives documentation of two or more separate incidents within any 12-month period in which occupants of ground-floor residential units engaged in behavior visible from the public right-of-way resulting in a citation under Sec. 70-2, Sec. 70-3, UPOC Sec. 4.1, K.S.A. 21-5513, or any successor or equivalent ordinance or statute prohibiting indecent conduct, indecent exposure, or lewd and lascivious behavior, the Zoning Administrator shall prepare a staff report and present it to the Planning Commission at a regularly scheduled meeting within 60 days of the second qualifying citation.

For purposes of this condition, incidents shall be counted by occurrence, not by number of citations issued. Multiple citations arising from the same incident, location, and time shall count as a single incident. Qualifying incidents must occur on separate dates.

If the Planning Commission finds the screening standard sufficient, no further action is required. If it finds the standard insufficient, Section 5.3 applies.

The Planning Commission may not base a finding of insufficiency solely on the theoretical visibility of unit interiors or concerns unrelated to the documented incidents.

**5.3 Revised Screening Plan.** If the Planning Commission makes a finding of insufficiency under Section 5.2, the property owner shall submit a revised screening plan to the Planning Department within 60 days of written notification of the finding. The plan may include exterior window film or frosted or obscured glazing or interior permanently closed shutters. The property owner may satisfy this requirement through the installation of 3M™ Sun Control Window Film Night Vision™ 15, which the Planning Commission has identified as an acceptable treatment. The property owner may propose an alternative product or treatment subject to Planning Commission approval at a regularly scheduled meeting. No extension shall be granted for the 60-day plan submission period.

The revised plan shall be subject to Planning Commission approval at a regularly scheduled meeting. The property owner shall implement the approved plan within 120 days of approval.

The Zoning Administrator may grant an extension of up to 60 days for implementation upon written request if installation within the original 120-day period is impractical due to seasonal conditions, material availability, contractor scheduling, or other situation beyond the property owner's reasonable control. Such request must be submitted no later than 30 days before the deadline.

**5.4 Default Screening Requirement.** If the property owner fails to submit a plan within 60 days, or fails to implement an approved plan within 120 days, the Zoning Administrator may impose a default requirement without further Commission action. The default shall consist of opaque or frosted window film covering all ground-floor residential glazing through which the interior is visible from a standing position on the public right-of-way, as determined by field assessment. The property owner shall bear all installation costs and complete installation within 120 days of written notification.

**5.5 Enforcement.** If the property owner fails to implement an approved screening plan or the default requirement within the prescribed timeframes, the City may pursue one or more of the following remedies:

- i. A civil penalty of up to \$500.00 per day pursuant to Section 1705.2 of the Zoning Ordinance, with each day constituting a separate offense;
- ii. Any action to restrain, correct, or abate the violation or prevent occupancy pursuant to Section 1705.1 of the Zoning Ordinance; or
- iii. Any additional remedy available under the Zoning Ordinance or Kansas law, including recording a notice of violation with the Montgomery County Register of Deeds.

**5.6 Maintenance.** Window coverings and privacy screening shall remain present and capable of providing privacy screening for the life of the Conditional Use Permit. Coverings or screening that are missing, removed, or damaged to the extent they can no longer provide privacy screening shall be repaired or replaced within 60 days.

A violation of any of the conditions will constitute a violation of the Conditional Use Permit and may subject the property owner to enforcement action pursuant to Section 1705.1 and Section 1705.2 of the Zoning Ordinance.

A violation of any of the conditions will constitute a violation of the Conditional Use Permit and could lead to its revocation.

Adopted and approved by the Governing Body of the City of Independence, Kansas, on this 28<sup>th</sup> day of May, 2026.

*(Attest)*

\_\_\_\_\_  
Dean A. Hayse, Mayor

\_\_\_\_\_  
David Schwenker, City Clerk

APPLICATION FOR CONDITIONAL USE PERMIT  
PLANNING AND ZONING COMMISSION

DATE FILED 3/9/2026  
\$200 FEE PAID yes

NAME AND ADDRESS OF PERSON MAKING APPLICATION:  
Mike Belew - 201 Investors, LLC  
4300 NW Old Stagecoach Road, Kansas City, MO 64154

LEGAL DESCRIPTION OF LAND INVOLVED:  
ORIG PLAT, S31, T32, R16, BLOCK 31, Lot 11 - 13; Lot Width: 070.0 Lot Depth: 140.0

COMMON ADDRESS OF SAID LAND:  
201 N Penn

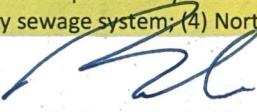
PRESENT ZONING CLASSIFICATION: C-3

STATEMENT OF INTENDED USE OF PROPERTY:  
Using 6000 square feet of bottom floor of commercial building in downtown for residential space.  
1500 square feet commercial

DESCRIPTION OF ARCHITECTURE & EXTERIOR MATERIAL TO BE USED:

On the reverse side, please provide the following information: (1) Site Plan, drawn at appropriate scale, showing existing and proposed building location, parking areas, interior drives, and location and type of outdoor lighting; (2) Existing and proposed topography, drawn at appropriate contour intervals as specified by the Zoning Administrator; (3) Location of, and proposed connections to, existing water supply and sanitary sewage system; (4) North point, scale and date; (5) Names of landowner, developer and firm preparing the plan.

3/9/2026  
Date

  
Signature of Applicant

I hereby certify that I have personally verified the dimensions as shown on the attached drawing and find them to be a correct representation of the conditions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Building Inspector

Action of Planning and Zoning Commission:

(Approved, Denied --- Date)

Comments:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Secretary

City of Independence  
120 N. 6th St.  
Independence, KS 67301

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DATE : 3/9/2026 10:34 AM  
OPER : TK  
TKBY : Tamara Kolbinskie  
TERM : 16  
REC# : R01410607

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1.9000 PLANNING AND ZONING 200.00  
Mike Belew 201 N penn 200.00

Paid By:Mike Belew 201 N penn  
1-Cash 200.00

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APPLIED 200.00  
TENDERED 200.00

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CHANGE 0.00

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City of Independence, Kansas

**NOTICE TO THE PUBLIC**

The Independence, Kansas, Planning and Zoning Commission will conduct a public hearing on:

Tuesday, April 7, 2025, at 5:30 p.m.

To receive comments on a request for a conditional use permit for multi-family dwellings (apartments) located on the ground floor and upper stories, in a nonresidential structure in a C-3, Central Business District.

**Common Address:**

201 North Pennsylvania Avenue

**Legal Description:**

Lot 11-13, Block 31, Original Plat to the City of Independence, Montgomery County, Kansas.

**Applicant/Owners:**

201 Investors, LLC

**Case Number:**

2026/CUP/02

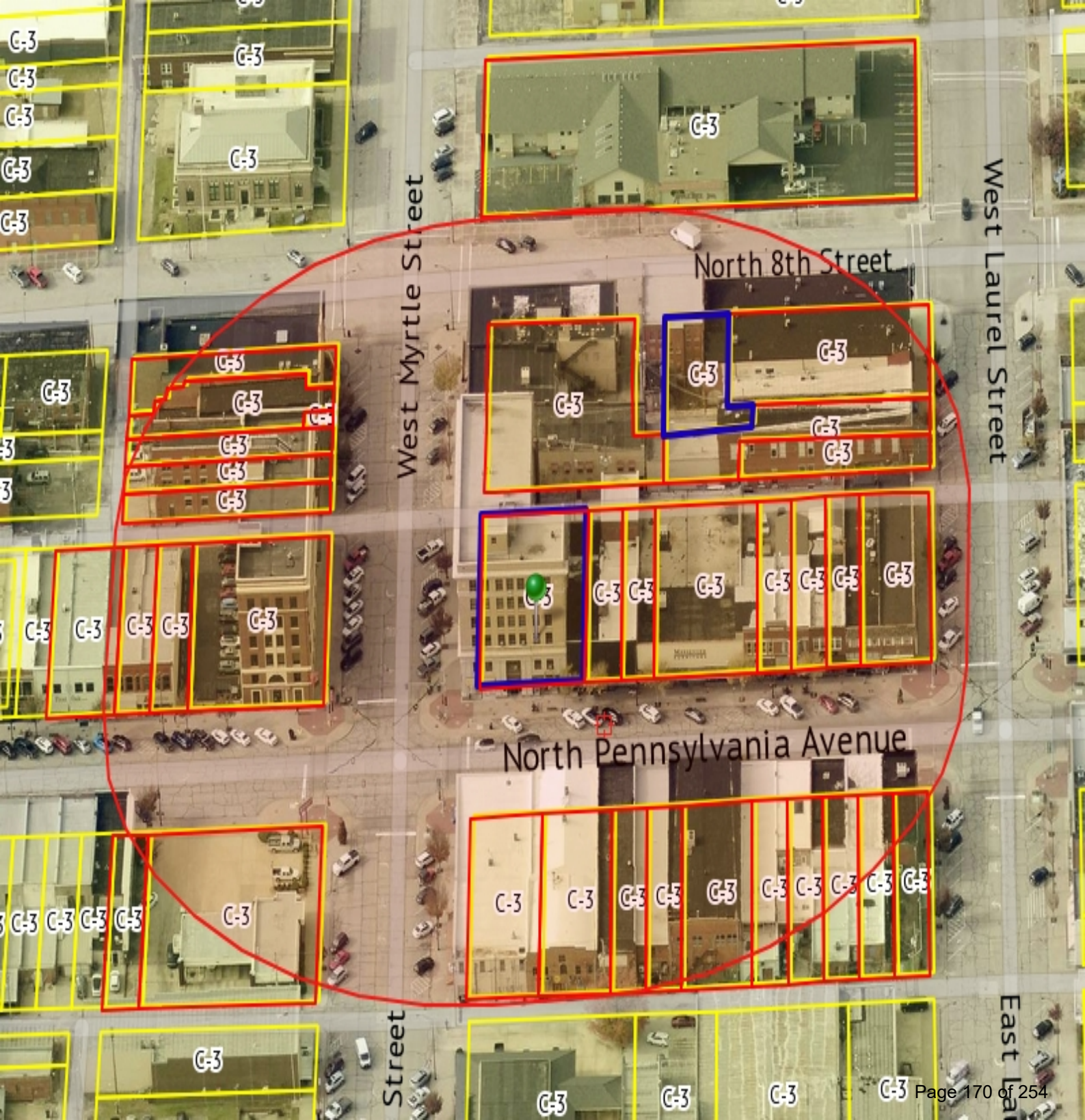
The hearing will be conducted in the Commission Room, City Hall, 120 North Sixth Street, Independence, Kansas, and will begin at 5:30 p.m. All interested persons should attend, and they will be heard. You may also participate via conference call: [+1 785-289-4727](tel:+17852894727) Conference ID: 820 754 218#

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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West Myrtle Street

North 8th Street

West Laurel Street

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North Pennsylvania Avenue

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C-3

Street

C-3

C-3

C-3

C-3

East Laurel Street

Quick Ref	Parcel Num	Situs	Taxing Unit	Function	Neighborhood	Owner	Mailing Address	Total Acres
R6951	063-099-31208	N 8TH	108	INDEP	Commercial	208.D	Trident Par 3321 SW V	0.11
R6991	063-099-31120	N 8TH	108	INDEP	Commercial	208.D	Trident Par 3321 SW V	0.09
R6989	063-099-31119	1/2 W	108	INDEP	Commercial	208.D	Trident Par 3321 SW V	0.01
R6988	063-099-31117	W MYI	108	INDEP	Commercial	208.D	Malone, De 513 N 12th	0.08
R6961	063-099-31201	N 8TH	108	INDEP	Commercial	208.D	Apple Tree 201 N 8th S	0.98
R6952	063-099-31123	W LAL	108	INDEP	Commercial	208.D	Gunloch Er PO Box 47	0.25
R6938	063-099-31216	N PEN	108	INDEP	Commercial	208.D	Independen PO Box 73	0.08
R6959	063-099-31219	N PEN	108	INDEP	Commercial	208.D	Adolph, Jet 3760 CR 4	0.07
R6936	063-099-31220	N PEN	108	INDEP	Commercial	208.D	Stichman E 713 N 8th Ir	0.07
R6947	063-099-31225	N PEN	108	INDEP	Commercial	208.D	Beet's Plac 225 N Peni	0.3
R6934	063-099-31224	N PEN	108	INDEP	Commercial	208.D	Hall, Rober 2231 Russ	0.14
R6987	063-099-31115	W MYI	108	INDEP	Commercial	208.D	Hogsett, G: PO Box 37	0.07
R6986	063-099-31113	W MYI	108	INDEP	Commercial	208.D	Morrison F: 1036 Biltm	0.08
R6985	063-099-31125	N PEN	108	INDEP	Commercial	208.D	Community PO Box 62	0.3
R7006	063-099-31124	N PEN	108	INDEP	Commercial	208.D	Community PO Box 62	0.37
R6940	063-099-31210	N PEN	108	INDEP	Commercial	208.D	Webster, C 3130 Terra	0.08
R7002	063-099-31115	N PEN	108	INDEP	Commercial	208.D	FirstOak B: Attn: Shan	0.07
R7007	063-099-31114	N PEN	108	INDEP	Commercial	208.D	Six Pack, L 15 Stonebr	0.08
R7003	063-099-31117	N PEN	108	INDEP	Commercial	208.D	Beurskens- 117 N Peni	0.07
R7001	063-099-31113	N PEN	108	INDEP	Commercial	208.D	FirstOak B: Attn: Shan	0.15
R6957	063-099-31211	N PEN	108	INDEP	Commercial	208.D	Messenger 211 N Peni	0.22
R6939	063-099-31212	N PEN	108	INDEP	Commercial	208.D	Independen PO Box 73	0.15
R6990	063-099-31119	W MYI	108	INDEP	Commercial	208.D	Trident Par 3321 SW V	0.12
R6943	063-099-31200	N PEN	108	INDEP	Commercial	208.D	Combs, De 200 N Peni	0.15
R6954	063-099-31201	N PEN	108	INDEP	Commercial	208.D	The Profes PO Box 71	0.22
R6955	063-099-31207	N PEN	108	INDEP	Commercial	208.D	Cask & Gr 304 N 1st S	0.07
R6953	063-099-31112-122	W	108	INDEP	Commercial	208.D	JWH Enter 112-122 W	0.34
R6942	063-099-31204	N PEN	108	INDEP	Commercial	208.D	Hogsett, G: PO Box 37	0.15
R6956	063-099-31209	N PEN	108	INDEP	Commercial	208.D	Brio Med S 107 N Peni	0.07
R6941	063-099-31208	N PEN	108	INDEP	Commercial	208.D	Independen PO Box 22	0.07
R6958	063-099-31217	N PEN	108	INDEP	Commercial	208.D	Messenger 211 N Peni	0.07
R6937	063-099-31218	N PEN	108	INDEP	Commercial	208.D	Harris, Kur 218 N Peni	0.16
R6960	063-099-31221	N PEN	108	INDEP	Commercial	208.D	Hogsett, G: PO Box 37	0.07
R6935	063-099-31222	N PEN	108	INDEP	Commercial	208.D	Sears, Eliz: 808 Main S	0.07
R6950	063-099-31115	W LAL	108	INDEP	Commercial	208.D	Ispine Proj 4851 CR 3	0.14
R6949	063-099-31113	W LAL	108	INDEP	Commercial	208.D	Trident Par 3321 SW V	0.09

Latitude	Longitude	Area	Area Units	Perimeter	Perimeter Units
37.22495	-95.7077	4652.5	Square Feet	321.4	Feet
37.22406	-95.7078	3908.7	Square Feet	398.9	Feet
37.22422	-95.7077	274.5	Square Feet	67.4	Feet
37.22405	-95.7076	3316.9	Square Feet	327.9	Feet
37.22494	-95.7085	42699.6	Square Feet	884.5	Feet
37.22517	-95.7077	10996.6	Square Feet	434.3	Feet
37.22505	-95.7062	3332.8	Square Feet	334.5	Feet
37.22513	-95.7071	3352.8	Square Feet	330.7	Feet
37.22518	-95.7062	3336	Square Feet	334.8	Feet
37.22529	-95.7071	6596.1	Square Feet	376.3	Feet
37.2253	-95.7062	3316.8	Square Feet	335	Feet
37.22405	-95.7075	3167.8	Square Feet	325.9	Feet
37.22405	-95.7074	3592.6	Square Feet	331.6	Feet
37.22412	-95.7071	12724.3	Square Feet	461.8	Feet
37.22409	-95.7063	16157	Square Feet	511.2	Feet
37.22486	-95.7062	3293.3	Square Feet	333	Feet
37.22389	-95.7071	3213.2	Square Feet	326	Feet
37.2239	-95.7063	3361.5	Square Feet	329.6	Feet
37.22396	-95.7071	3489.9	Square Feet	330	Feet
37.2238	-95.7071	6426.3	Square Feet	371.9	Feet
37.22494	-95.7071	9723.7	Square Feet	420.6	Feet
37.22496	-95.7062	6599.9	Square Feet	379.5	Feet
37.22406	-95.7077	5415	Square Feet	373.4	Feet
37.22458	-95.7062	6716	Square Feet	379.9	Feet
37.22463	-95.7071	9981.6	Square Feet	424.2	Feet
37.22475	-95.7071	3327	Square Feet	330.3	Feet
37.2247	-95.7076	14953.9	Square Feet	525.1	Feet
37.2247	-95.7062	6599.2	Square Feet	378.7	Feet
37.22482	-95.7071	3091.9	Square Feet	326.7	Feet
37.2248	-95.7062	3319.4	Square Feet	333.4	Feet
37.22507	-95.7071	3175.8	Square Feet	328.4	Feet
37.22511	-95.7062	3306.5	Square Feet	334.1	Feet
37.22519	-95.7071	3195	Square Feet	328.2	Feet
37.22524	-95.7062	3313.3	Square Feet	334.7	Feet
37.22511	-95.7075	6011.1	Square Feet	480.4	Feet
37.22518	-95.7074	3847.7	Square Feet	317.5	Feet



**REQUEST FOR COMMISSION ACTION  
CITY OF INDEPENDENCE  
May 28, 2026**

**Department Public Works & Utilities**

**Director Approval John Garris**

**AGENDA ITEM** Consider authorizing acceptance for a Safe Streets for All (SS4A) grant contract from the Federal Highway Administration.

**SUMMARY RECOMMENDATION** Authorize acceptance.

**BACKGROUND** The City was selected by the Federal Highway Administration (FHWA) for an 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. The City has previously signed that contract with KDOT.

Now, the FHWA has finalized the grant paperwork for the project. As it has been some time since the original grant application was approved (July, 2023) by the Commission, and announced by the FHWA (December, 2023), a restatement of the scope is:

1. Provide greater visibility of delineation of edges of roadways
2. Improve visibility of intersections and traffic control devices
3. Install traffic calming roadway sections
4. Install Rectangular Rapid Flashing Beacons (RRFB)
5. Collect pedestrian data
6. Add radar speed feedback signs
7. Add a multi-lane trail from 10<sup>th</sup> to the Overpass along Main Street.

**FINANCIAL INFORMATION** The total project cost is estimated at \$1,605,000, of which 80% comes from FHWA funds, and 20% from KDOT funds.

**SUGGESTED MOTION**

I move to authorize acceptance of the Federal Highway Administration grant for the SS4A Grant Program and to allow the execution of any necessary documents.

**SUPPORTING DOCUMENTS**

1. SS4A FY23\_Independence, KS (693JJ32640551) for city signature
2. SS4A\_FY23\_Exhibits\_2025-11-04
3. SS4A\_FY23\_TermsConditions\_2025-11-04\_0

- |   |   |                |             |                  |            |                      |      |              |             |        |             |
|---|---|----------------|-------------|------------------|------------|----------------------|------|--------------|-------------|--------|-------------|
| <p><b>1. Federal Award No.</b><br/>693JJ32640551</p> <p><b>4. Award To</b><br/>City of Independence, Kansas<br/>120 N 6<sup>th</sup> Street<br/>Independence, KS 67301</p> <p>Unique Entity Id.: HJTBBXB31VC8<br/>TIN No.: 48-6042582</p> <p><b>6. Period of Performance</b><br/>Effective Date of Award – 60 Months</p> <p><b>8. Type of Agreement</b><br/>Grant</p> <p><b>10. Procurement Request No.</b><br/>HSA240269PR</p> <p><b>12. Submit Payment Requests To</b><br/>See Article 5.</p> | <p><b>2. Effective Date</b><br/>See No. 17 Below</p> <p><b>3. Assistance Listings No.</b><br/>20.939</p> <p><b>5. Sponsoring Office</b><br/>U.S. Department of Transportation<br/>Federal Highway Administration<br/>Office of Safety<br/>1200 New Jersey Avenue, SE<br/>HSSA-1, Mail Drop W56-485<br/>Washington, DC 20590</p> <p><b>7. Total Amount</b></p> <table border="0"> <tr> <td>Federal Share:</td> <td style="text-align: right;">\$1,284,000</td> </tr> <tr> <td>Recipient Share:</td> <td style="text-align: right;">\$ 321,000</td> </tr> <tr> <td>Other Federal Funds:</td> <td style="text-align: right;">\$ 0</td> </tr> <tr> <td>Other Funds:</td> <td style="text-align: right;"><u>\$ 0</u></td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$1,605,000</td> </tr> </table> <p><b>9. Authority</b><br/>Section 24112 of the Infrastructure Investment and Jobs Act (IIJA; Pub. L. 117–58, November 15, 2021)</p> <p><b>11. Federal Funds Obligated</b><br/>Base Phase (Preliminary Design and NEPA): \$30,000</p> <p><b>13. Accounting and Appropriations Data</b><br/>15X0174E50.0000.055SR40500.5592000000.41010.6100660<br/>0</p> | Federal Share: | \$1,284,000 | Recipient Share: | \$ 321,000 | Other Federal Funds: | \$ 0 | Other Funds: | <u>\$ 0</u> | Total: | \$1,605,000 |
| Federal Share:  | \$1,284,000   |                |             |                  |            |                      |      |              |             |        |             |
| Recipient Share:  | \$ 321,000  |                |             |                  |            |                      |      |              |             |        |             |
| Other Federal Funds:  | \$ 0  |                |             |                  |            |                      |      |              |             |        |             |
| Other Funds:  | <u>\$ 0</u>   |                |             |                  |            |                      |      |              |             |        |             |
| Total:  | \$1,605,000   |                |             |                  |            |                      |      |              |             |        |             |

**14. Description of the Project**

The City of Independence, Kansas, is awarded funding to implement safety improvements along its HIN. This project includes several low-cost, high-impact countermeasures to reduce and eventually eliminate injury crashes. The proposed projects are FHWA Proven Safety Countermeasures and include pedestrian enhancements, ADA accessibility improvements, school zone improvements, speed management, and roadway conspicuity treatments.

**RECIPIENT**

**15. Signature of Person Authorized to Sign**

Signature	Date
Name: Dean Hayse	
Title: Mayor	

**FEDERAL HIGHWAY ADMINISTRATION**

**16. Signature of Agreement Officer**

Signature	Date
Name: Hector R. Santamaria	
Title: Agreement Officer	

**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE  
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation’s (the “**USDOT**”) Federal Highway Administration (the “**FHWA**”) and the City of Independence, Kansas (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“**SS4A**”) Grant for the SS4A Implementation Grant for SS4A Project in Independence, Kansas.

The parties therefore agree to the following:

**ARTICLE 1  
GENERAL TERMS AND CONDITIONS**

**1.1 General Terms and Conditions.**

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All (“**SS4A**”) Grant Program,” dated November 4, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under “Fiscal Year 2023.” Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: SS4A Implementation Grant for SS4A Project in Independence, Kansas

Application Date: 7/6/2023

**2.2 Award Amount.**

SS4A Grant Amount: \$1,284,000

**2.3 Federal Obligation Information.**

Federal Obligation Type: Multiple

<b>Obligation Condition Table</b>		
<b>Phase the Project</b>	<b>Allocation of the SS4A Grant</b>	<b>Obligation Condition</b>
Base Phase: Preliminary Design and NEPA	\$30,000	

**Obligation Condition Table**

<b>Phase the Project</b>	<b>Allocation of the SS4A Grant</b>	<b>Obligation Condition</b>
Option Phase 1: Final Design, Right-of-Way, and Utility Relocation	\$112,000	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until:</p> <ol style="list-style-type: none"> <li>(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and</li> <li>(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and</li> <li>(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.</li> </ol> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

<b>Obligation Condition Table</b>		
<b>Phase the Project</b>	<b>Allocation of the SS4A Grant</b>	<b>Obligation Condition</b>
Option Phase 2: Construction and Engineering	\$1,142,000	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of a Project unless and until:</p> <ol style="list-style-type: none"> <li>(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and</li> <li>(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and</li> <li>(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.</li> </ol> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

**2.4 Budget Period.**

Base Phase Budget Period: Effective date of award – July 31, 2028

Option Phase 1 Budget Period: Reserved

Option Phase 2 Budget Period: Reserved

**2.5 Grant Designation.**

Designation: Implementation

**ARTICLE 3  
SUMMARY PROJECT INFORMATION**

**3.1 Summary of Project’s Statement of Work.**

Narrative: This award is for an implementation project. The City of Independence, Kansas, is awarded funding to implement safety improvements along its HIN. There are 15 locations within 14 miles identified as needing safety improvements. This project includes several low-cost, high-impact countermeasures to reduce and eventually eliminate injury crashes. The proposed projects are FHWA Proven Safety Countermeasures and include pedestrian enhancements, ADA accessibility improvements, school zone improvements, speed management, and roadway conspicuity treatments.

The project will be completed in three phases as follows:

Base Phase: Preliminary Design and NEPA: Develop concepts and cost detailed cost estimates for work described above and begin work to obtain NEPA clearance.

Option Phase 1: Final Design, Right-of-Way, and Utility Relocation: Develop Field Check, Office Check, Final Check and PS&E plans. Determine ROW and acquire ROW. Determine utility impacts and coordinate relocation.

Option Phase 2: Construction: Bid, Award and begin construction of project. Construction anticipates being completed in 6/2030.

**3.2 Project’s Estimated Schedule.**

**Implementation Schedule (Construction)**

<b>Milestone</b>	<b>Schedule Date</b>
Planned NEPA Completion Date:	September 30, 2027
Planned Construction Start Date:	June 30, 2028
Planned Construction Substantial Completion and Open to Public Use Date:	June 30, 2030
Planned SS4A Final Report Date:	January 31, 2031

**3.3 Project’s Estimated Costs.**

(a) Eligible Project Costs

<b>Eligible Project Costs</b>	
SS4A Grant Amount:	\$1,284,000
Other Federal Funds:	\$0
State Funds:	\$321,000
Local Funds:	\$0
In-Kind Match:	\$0
Other Funds:	\$0
<b>Total Eligible Project Cost:</b>	<b>\$1,605,000</b>

(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

<b>Cost Classification</b>	<b>Total Costs</b>	<b>Non-SS4A Previously Incurred Costs</b>	<b>Eligible Costs</b>
Administrative and legal expenses	\$10,000	\$0	\$10,000
Architectural and engineering fees	\$100,000	\$0	\$100,000
Project inspection fees	\$130,000	\$0	\$130,000
Construction	\$1,040,500	\$0	\$1,040,500
Equipment	\$125,000	\$0	\$125,000
Contingency	\$199,500	\$0	\$199,500
<b>Project Total</b>	<b>\$1,605,000</b>	<b>\$0</b>	<b>\$1,605,000</b>

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient’s approved Budget Application. In the event the Recipient’s indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient’s indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

**ARTICLE 4**

**RECIPIENT INFORMATION**

**4.1 Recipient Contact(s).**

John Garris  
 City Engineer  
 City of Independence, Kansas  
 120 N. 6<sup>th</sup>, Independence, KS 67301  
 620-332-2541  
[Engineer@independenceks.gov](mailto:Engineer@independenceks.gov)

**4.2 Recipient Key Personnel.**

<b>Name</b>	<b>Title or Position</b>
John Garris	City Engineer
Kelly Passauer	City Manager

### 4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager  
Federal Highway Administration  
Office of Safety  
HSSA-1, Mail Stop: W56-485  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
[SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov)

and

Agreement Officer (AO)  
Federal Highway Administration  
Office of Competitive Grants and Workforce Programs  
HACG-30, Mail Stop: W51-232  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Division Administrator – Kansas  
Agreement Officer’s Representative (AOR)  
6111 SW 29<sup>th</sup> Street, Suite 100  
Topeka, KS 66614  
785-273-2600  
[hdaks@dot.gov](mailto:hdaks@dot.gov)

and

Catherine Patrick, P.E.  
Kansas Division Office Lead Point of Contact  
Transportation Engineer  
6111 SW 29<sup>th</sup> Street, Suite 100  
Topeka, KS 66614  
785-273-2653  
[catherine.patrick@dot.gov](mailto:catherine.patrick@dot.gov)

**ARTICLE 5**  
**USDOT ADMINISTRATIVE INFORMATION**

**5.1 Office for Subaward and Contract Authorization.**

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

**SUBAWARDS AND CONTRACTS APPROVAL**

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “**AO**”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

**5.2 Reimbursement Requests**

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “**AOR**”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## **ARTICLE 6 SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of an Implementation Grant agrees to update its Action Plan within two years of the date of this agreement to: align with all Comprehensive Safety Action Plan components in Table 1 of the SS4A FY 2023 NOFO corresponding with any “no” responses in the Self-Certification Eligibility Worksheet; ensure that the Action Plan’s safety focus includes all road users, including pedestrians, bicyclists, and motor vehicle safety; and ensure that the Action Plan was last updated not more than three years prior.
- 6.5** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.6** The Government’s execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.7** There are no other special grant requirements.

**ATTACHMENT A  
PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** City of Independence, KS

**Baseline Measurement Date:** June 30, 2028

**Baseline Report Date:** August 31, 2028

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative	Within 120 days after the end of the

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
	descriptions, testimonials, high-quality before and after photos, etc.)	period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

**ATTACHMENT B  
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

**Scope:** N/A

**Schedule:** The original application does not list a proposed Period of Performance start or end dates. The Recipient reviewed the schedule and determined that additional time was needed for grant award, grant agreement preparation, grant agreement execution, formal plan adoption, and final reporting for an implementation grant. Accordingly, the schedule has been adjusted to 60 months.

**Budget:** N/A

The table below provides a summary comparison of the project budget.

<b>Fund Source</b>	<b>Application</b>		<b>Section 3.3</b>	
	<b>\$</b>	<b>%</b>	<b>\$</b>	<b>%</b>
<b>Previously Incurred Costs (Non-Eligible Project Costs)</b>				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
<b>Future Eligible Project Costs</b>				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

**ATTACHMENT C**  
**[RESERVED]**

**ATTACHMENT D**  
**[RESERVED]**

**ATTACHMENT E  
LABOR AND WORK**

**1. Efforts to Support Good-Paying Jobs and Strong Labor Standards**

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
X	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

**2. Supporting Narrative.**

The City works with several groups in developing workforce strategies. Here are two examples:

In 2024, Montgomery County Action Council (MCAC) created a talent attraction initiative for the county in an effort to recruit a talented workforce to the county to support our economic growth. The social media campaign is Love, Montgomery County, KS and consists of targeted social media ads highlighting our community assets (low cost of living, quality of life, affordable housing, central US location, etc.) to attract individuals to choose Montgomery County to live, work and play. MCAC partnered with our local

chambers of commerce and community leaders to cross-promote social media posts to reach a larger audience. The City has partnered with MCAC and collaborates with them as well as working to promote this initiative.

In addition, the City of Independence, under the leadership of the Independence Chamber of Commerce, is a pilot community for Kansas Department of Commerce's Love, KS initiative. The Love, KS initiative is a letter-writing campaign to encourage those with previous Kansas ties to "boomerang" back to our community. A boomerang is someone who grew up in the area, moved away in early adulthood and has now returned to their roots.

**ATTACHMENT F**  
**CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

**2. Supporting Narrative.**

N/A. This grant will not fund the purchase of Information Technology and/or Operational Technology.

**U.S. DEPARTMENT OF TRANSPORTATION**  
**EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE**  
**FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT**  
**PROGRAM**

**January 4, 2024**

Revised: March 17, 2025  
Revised: November 4, 2025

## **EXHIBIT A**

### **APPLICABLE FEDERAL LAWS AND REGULATIONS**

By entering into this agreement for a FY 2023 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

#### **General Federal Legislation**

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C.

- 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
  - ee. Freedom of Information Act – 5 U.S.C. 552, as amended
  - ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
  - gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
  - hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
  - ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
  - jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
  - kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
  - ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
  - mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
  - nn. Wilderness Act – 16 U.S.C. 1131-1136
  - oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
  - pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
  - qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
  - rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
  - ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

### **Executive Orders**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14154, Unleashing American Energy
- i. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- j. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- k. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

### **Presidential Policy Directives and Memorandums**

- a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience

- b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

### **General Federal Regulations**

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21, including any amendments thereto
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT’s implementation of DOJ’s ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT’s implementing ADA regulations for transit services and transit vehicles, including the DOT’s standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26, including any amendments thereto (as applicable under section 18.3 of this agreement)

### **Office of Management and Budget Circulars**

- a. Any applicable OMB Circular based upon the specific FY 2023 Safe Streets and Roads

for All Grant Recipient.

### **Highway Federal Legislation**

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139
- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

### **Federal Highway Regulations**

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- f. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2023 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

**EXHIBIT B  
ADDITIONAL STANDARD TERMS**

**TERM B.1  
TITLE VI ASSURANCE  
(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED  
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL  
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37, and 38

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

By signing and submitting the Technical Application and by entering into this agreement under the FY 2023 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- 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);
- 49 C.F.R. Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

## **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

## **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2023 SS4A grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. Part 21, including any amendments thereto, will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2023 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The Recipient, 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 the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2023 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2023 SS4A grant program.

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** 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 C.F.R. Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials 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 or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination 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 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, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA 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 paragraphs one through six 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 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.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

**NOW, THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), 49 U.S.C. § 6702, the Regulations for the Administration of FY 2023 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to

and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- 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 C.F.R. Part 21, including any amendments thereto.
- 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);
- 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 C.F.R. 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 100-209), (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, which 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 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination 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, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

### TERM B.2

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

#### **2 C.F.R. Parts 180 and 1200**

These assurances and certifications are 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 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2023SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2023 SS4A Grant, as set out below.

### **1. Instructions for Certification – First Tier Participants:**

a. 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.

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.

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.

e. The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 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 to 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.

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.

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. 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.

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.

**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) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, 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;

(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; 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.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. 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 C.F.R. Parts 180 and 1200)

a. 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.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 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.

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.

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.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records 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 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.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**TERM B.3**  
**REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY**  
**CONVICTION UNDER ANY FEDERAL LAW**

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has 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, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an 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.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition. If:**

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

**TERM B.4**  
**RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING**

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
  - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
  - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

**EXHIBIT C**  
**QUARTERLY PERFORMANCE PROGRESS REPORTS:**  
**FORMAT AND CONTENT**

**1. Purpose.** The purpose of the Quarterly Performance Progress Reports under this agreement for the FY 2023 SS4A grant program is to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

**2. Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. The first Quarterly Performance Progress Report should include a detailed description of the items funded.

**(a) Project Information.** This section provides the name of the project, the State, the federal agency to which the report is submitted, submission date, award number, name of the recipient, report year and quarter and NOFO funding year.

**(b) Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any significant activities and issues, action items and outstanding issues.

i. **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable IJJA or NOFO requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

ii. **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

**(c) Milestones.** This section documents progress of the milestones outlined in Section 3.2. The Recipient should include the baseline date (when the project is projected to begin) of each milestone, amendments to those dates (if applicable) and the actual/expected date of completion. There are Milestone charts for action plans, supplemental planning activities, demonstration activity projects and implementation (both construction and non-construction) projects.

**EXHIBIT D  
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS**

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the “Agreement”).

This instrument obligates **[\$XXX]** for **[insert portion of project listed in the Agreement]**.

**[Recipient name]** states that:

- (1) the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

**[Recipient name]** acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

	By:
	Signature of Recipient’s Authorized Representative
	<b>[insert name]</b>
	Name
	<b>[insert title]</b>
	Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

---

Date	By:	Signature of USDOT's Authorized Representative
		<b>[insert name]</b>
		Name
		<b>[insert title]</b>
		Title

**U.S. DEPARTMENT OF TRANSPORTATION**

**GENERAL TERMS AND CONDITIONS UNDER THE  
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT  
PROGRAM:  
FHWA PROJECTS**

**Date: January 4, 2024**  
**Revised: October 1, 2024**  
**Revised: March 17, 2025**  
**Revised: November 4, 2025**

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## GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (IIJA; Pub. L. 117–58, November 15, 2021) established the Safe Streets and Roads for All (the “SS4A”) Discretionary Grant Program (IIJA Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of IIJA to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2023 for the SS4A Discretionary Grant Program (88 Fed. Reg. 22090, April 12, 2023).

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2023 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

### ARTICLE 7 PURPOSE

**7.1 Purpose.** The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

### ARTICLE 8 USDOT ROLE

#### **8.1 Division of USDOT Responsibilities.**

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.

- (b) The Federal Highway Administration (the “FHWA”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

**8.2 USDOT Program Contact.**

Safe Streets and Roads for All  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590  
SS4A.FHWA@dot.gov  
(202) 366-2822

**ARTICLE 9  
RECIPIENT ROLE**

**9.1 Statements on the Project.** The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

**9.2 Statements on Authority and Capacity.** The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction; if applicable;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the “Total Eligible Project Cost” and the “SS4A Grant Amount” listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the

recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 24.7 on behalf of the Recipient.

**9.3 USDOT Reliance.** The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

**9.4 Project Delivery.**

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

**9.5 Rights and Powers Affecting the Project.**

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

- 9.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

**ARTICLE 10  
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS**

- 10.1 Federal Award Amount** The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

**10.2 Federal Obligations.**

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is “Single,” then the project-specific agreement obligates for the budget period the amount listed in section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is “Multiple,” (for phased agreements) then an amount up to the Grant Amount listed in section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 2.1.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

### **10.3 Budget Period**

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

### **10.4 Period of Performance.**

(a) The period of performance for this award begins on the effective date of award listed in page 1 item 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

## **ARTICLE 11 STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES**

- 11.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.
- 11.2 Statement of Work Changes.** If the Project’s activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.
- 11.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:
- (1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
  - (2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6. (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

### **11.4 Budget Changes.**

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
- (1) that increase does not affect the Recipient’s obligation under this agreement to complete the Project; and
  - (2) the USDOT will not increase the amount of this award to address any funding shortfall.

- (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project’s budget to the amounts listed in section 3.3:
- (1) the “Non-Federal Funds” amount decreases; or
  - (2) the “Total Eligible Project Cost” amount decreases.
- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient’s proposal under section 11.4(d), then:
- (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs; and
  - (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, “**Federal Share**” means the sum of the “SS4A Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3(a).

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

**11.5 USDOT Acceptance of Changes.** The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

## **ARTICLE 12 GENERAL REPORTING TERMS**

- 12.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.4. Reports will be added to a central repository maintained by FHWA.
- 12.2 Alternative Reporting Methods.** FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.
- 12.3 Paperwork Reduction Act Notice.**

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

## **ARTICLE 13 PROGRESS AND FINANCIAL REPORTING**

- 13.1 Quarterly Performance Progress Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20<sup>th</sup>, April 20<sup>th</sup>, July 20<sup>th</sup>, and October 20<sup>th</sup>) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.
- 13.2 Quarterly Financial Status.** Quarterly, on or before the 20<sup>th</sup> day of the first month of each calendar year (e.g., reports due on or before January 20<sup>th</sup>, April 20<sup>th</sup>, July 20<sup>th</sup>, and October 20<sup>th</sup>) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.

## **ARTICLE 14 PERFORMANCE REPORTING**

- 14.1 Baseline Performance Measurement.** Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:

- (1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and
- (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

**14.2 SS4A Final Report:** The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of IIJA:

- (1) the costs of each eligible project and strategy carried out using the grant;
- (2) 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; and
- (3) [RESERVED]
- (4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

### **14.3 Performance Measurement Information.**

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

### **14.4 Performance Reporting Survival.**

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

## **14.5 Program Evaluation.**

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, 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, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. 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 USDOT staff.

## **ARTICLE 15 NONCOMPLIANCE AND REMEDIES**

### **15.1 Noncompliance Determinations.**

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
  - (1) accept the remedy;
  - (2) acknowledge the noncompliance, but propose an alternative remedy; or
  - (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
  - (1) after considering the Recipient's response under section 15.1(b); or

- (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

## **15.2 Remedies.**

- (a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:
  - (1) additional conditions on the award;
  - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
  - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

## **15.3 Other Oversight Entities.**

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

**ARTICLE 16**  
**AGREEMENT TERMINATION**

**16.1 USDOT Termination.**

- (a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:
- (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
  - (2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
  - (3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
  - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
  - (5) the USDOT determines that termination of this agreement is in the public interest.
  - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.
- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

**16.2 Closeout Termination.**

- (a) This agreement terminates on Project Closeout.

- (b) In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

**16.3 Post-Termination Adjustments.** The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

**16.4 Non-Terminating Events.**

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient’s obligations under this agreement.

**16.5 Other Remedies.** The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

**ARTICLE 17  
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS**

**17.1 Recipient Monitoring and Record Retention.**

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
  - (1) that those activities comply with this agreement; and
  - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

**17.2 Financial Records and Audits.**

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.

- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2023 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
  - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2023” in the program name; and
  - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2023” in column c (“Additional Award Identification”).

**17.3 Internal Controls.** The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

**17.4 USDOT Record Access.** The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

## **ARTICLE 18 CONTRACTING AND SUBAWARDS**

**18.1 Build America, Buy America.** This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

*Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.*

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or

manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and

- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

*Inapplicability.*

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

*Waivers.*

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

### *Definitions*

“Construction materials” means articles, materials, or supplies —that consist of only one of the items listed below in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material:

(1) The listed Items are:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- fiber optic cable (including drop cable)
- optical fiber;
- lumber;
- engineered wood; and
- drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means:

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“**Project**” means temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

“Section 70917(c) materials” cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

- 18.2 Small and Disadvantaged Business Requirements.** The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 including any amendments thereto.
- 18.3 Engineering and Design Services.** The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.
- 18.4 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.
- 18.6 Recipient Responsibilities for Subawards.** If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

**18.7 Subaward and Contract Authorization.** If the USDOT Office for Subaward Authorization identified in section 5.1 is “FHWA Office of Acquisition and Grants Management,” then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f)(6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

## **ARTICLE 19 COSTS, PAYMENTS, AND UNEXPENDED FUNDS**

**19.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

**19.2 Projects Costs.** This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

**19.3 Timing of Project Costs.**

(a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

(b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement, unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

**19.4 Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

**19.5 Unexpended Federal Funds.** Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

**19.6 Timing of Payments to the Recipient.** When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

**19.7 Payment Method.** The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

**19.8 Information Supporting Expenditures**

(a) If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

**19.9 Reimbursement Frequency.** If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then the Recipient shall not request reimbursement more frequently than monthly.

**19.10 Match.** The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

**ARTICLE 20  
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY**

**20.1 Liquidation of Recipient Obligations.**

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

## ARTICLE 21 AGREEMENT MODIFICATIONS

- 21.1 Bilateral Amendments.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.
- 21.2 Unilateral Contact Modifications.**
- (a) The USDOT may update the contacts who are listed in sections 4.4 by written notice to all of the Recipient contacts who are listed in section 4.3.
- 21.3 USDOT Unilateral Modifications.**
- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
  - (b) To unilaterally modify this agreement under this section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.
- 21.4 Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under sections [21.1](#), [21.2](#), or 21.3. If an amendment, modification, or supplement is not permitted under section [21.1](#), not permitted under section [21.2](#), and not permitted under section 21.3, it is void.

**ARTICLE 22  
[RESERVED]**

**ARTICLE 23  
[RESERVED]**

**ARTICLE 24  
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL  
POLICY REQUIREMENTS**

- 24.1 Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.
- 24.2 Federal Law and Public Policy Requirements.**
- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
  - (b) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
  - (c) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
  - (d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.
- 24.3 Federal Freedom of Information Act.**
- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
  - (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.
- 24.4 History of Performance.** Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

## **24.5 Whistleblower Protection.**

- (a) The Recipient acknowledges that it is a “grantee” within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

## **24.6 External Award Terms and Obligations.**

- (a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:
  - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
  - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
  - (3) 2 C.F.R part 175: Award Term for Trafficking in Persons; and
  - (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:
  - (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
  - (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
  - (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
  - (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

## **24.7 Incorporated Certifications.** The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

## **ARTICLE 25 ASSIGNMENT**

**25.1 Assignment Prohibited.** The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

## **ARTICLE 26 WAIVER**

### **26.1 Waivers.**

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

## **ARTICLE 27 ADDITIONAL TERMS AND CONDITIONS**

**27.1 Effect of Planning and Demonstration or Implementation Award.** Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2023 Notice of Funding Opportunity for Safe Streets and Roads for All.

**27.2 Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

### **27.3 Environmental Review**

- (a) In this section, “**Environmental Review Entity**” means:

- (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
  - (2) for all other cases, the FHWA.
- (b) Except as authorized under section 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
- (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
  - (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.
- (c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).
- (d) The Recipient acknowledges that:
- (1) the Environmental Review Entity's actions under section 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
  - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
- (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
  - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).

- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

**27.4 Railroad Coordination.** If the agreement includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

**27.5 Relocation and Real Property Acquisition.**

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, comparable replacement dwellings in accordance with 49 C.F.R. part 24.

**27.6 Equipment Disposition.**

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.310–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section (27.6) for all tiers of subawards under this award.

**ARTICLE 28  
MANDATORY AWARD INFORMATION**

**28.1 Information Contained in a Federal Award.** For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 30.2;

- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

**ARTICLE 29  
CONSTRUCTION AND DEFINITIONS**

**29.1 Attachments.** This agreement includes the following attachments as integral parts unless Attachment D is not required for certain Grants:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	[RESERVED]
Attachment D	[RESERVED]
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience

**29.2 Exhibits.** The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2023 SS4A Grant Program”, dated November 4, 2025 and available at <https://www.transportation.gov/grants/ss4a/grant-agreements>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Performance Progress Reports: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

**29.3 Construction.** If a provision in the exhibits or the attachments conflicts with a provision in articles 1–2830, then the provision in articles 1–2830 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

**29.4 Integration.** This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

**29.5 Definitions.** In this agreement, the following definitions apply:

“**Program Statute**” means the IJA section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

“**SS4A Grant**” means an award of funds that were made available under the SS4A NOFO.

“**Grant Application**” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

### **ARTICLE 30 AGREEMENT EXECUTION AND EFFECTIVE DATE**

- 30.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.
- 30.2 Effective Date.** The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.



**Report**  
**CITY OF INDEPENDENCE**  
**May 28, 2026**

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**Department Public Works & Utilities**

**Director Approval John Garris**

**AGENDA ITEM** Monthly Projects and Public Works Report

**BACKGROUND**

**SUPPORTING DOCUMENTS**

1. Project Status 5-2026cc
2. Areas Out To Bid

	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: FHWA project to build new sidewalk, curb extensions, and miscellaneous safety improvements.	\$1,605	\$1,605	TBD	Pre-grant.	Grant reviewed by FHWA, sent to legal for review.	RCA to approve acceptance of grant, return to FHWA for approval.	TBD	TBD
2	Whiskey Creek	Artificial lake for runoff water impoundment	TBD	TBD	GFT	Conceptual Design.	Requested status from USDA, USDA requesting list of audits for City.	Audits provided to USDA, will touch base to see if they have questions.	TBD	TBD
3	Water Distribution Strategic Plan	Review water distribution system for repairs and replacement.	\$50	TBD	EBH	Engineering in progress.	Received revised draft from engineering firm.	Minor changes, prepare engineering report.	3Q26	4Q46
4	Runway 4/22	Mill and overlay Runway 4/22.	\$1,600	\$1,530	Lochner	Design.	Design in progress	Bidding.	2Q26	4Q27
5	Water Plant Next Phase	Water Plant Capital Work Per Master Plan	\$9,500	n/a	PEC	Design.	Waiting on KDHE approval.	Waiting on KDHE approval.	2Q26	4Q29
6	CCLIP Grant - 10th	Reconstruct 10th between Main and Laurel	\$1,700	\$1,500	GFT	Design.	Submit preliminary plans to KDOT.	Preliminary plans submitted.	4Q26	3Q27
7	SPCC - Airport	Containment upgrades for fueling	\$150	n/a	GFT	Design.	Revised documents.	RCA to rebid.	3Q26	4Q26
8	Penn and Chestnut	Rebuild corner to accommodate drainage.	TBD	TBD	GFT	Design complete.	Discussing funding.	Discussing funding.	2Q26	3Q26
9	Dam Review And Repair	Design dam diversion structure and bid required repairs.	\$750	n/a	WRS	Design/Inspection.	Engineering firm planning further inspection at lower water flows.	Engineering firm planning further inspection at lower water flows.	3Q26	1Q27
10	KAIP - Apron Rehab	Apron rehab near Textron operations.	\$636	\$572	Lochner	Pre-award.	Awaiting project contract documents.	Awaiting project contract documents.	2Q26	3Q26
11	Transp. Alt. Grant	8' sidewalk to Wal-Mart and Labette	\$1,350	\$980	GFT	Pre-construction.	Await precon. Project scheduled to start in July.	Precon to be held on May 27.	3Q26	4Q26
12	KDHE Wastewater Loan	New sewer lines around 1st and Birch and around the Westminster area.	\$3,000	TBD	GFT	In construction.	Project ongoing.	Project ongoing.	1Q26	3Q26
13	Memorial Hall HVAC	Cooling system replacement at Memorial Hall.	\$500	TBD	LSA	In construction.	Construction in progress.	Design load test 5/27.	4Q25	2Q26
14	Enterprise Drive	Buildout of street, utilities	\$1,700	\$1,300	GFT	In construction.	AT&T waiting on subcontractor. Set up "re" precon with Graham.	AT&T waiting on subcontractor. Set up "re" precon with Graham.	1Q22	2Q26
15	Big Straw	Water pipeline to Bartlett.	\$11,000	All (via Bartlett)	EBH	In construction.	Pump station in service. Water tank in service. Waiting on instrumentation delivery to complete commissioning and SCADA integration.	Pump station in service. Water tank in service. Waiting on instrumentation delivery to complete commissioning and SCADA integration.	4Q23	2Q26
16	Waterline/Meter Project	New Water Meters, Replace Some Water Main	\$3,600	n/a	PEC	In construction.	Meters(mainly) installed, substantially complete, working data issues.	Meters(mainly) installed, substantially complete, working data issues.	1Q24	3Q25
A	2026 ADA	ADA work at various locations.	TBD	TBD	GFT	Developing.	Evaluating engineering proposal.	Discussing funding.	2Q26	3Q26
B	Airport Signs	Replace various directional signs at the airport.	TBD	TBD	Lochner	Developing.	Application submitted.	Grant not awarded.	TBD	TBD
C	2028 CCLIP	2028 CCLIP application, E. Main, 2nd to City Limits.	TBD	TBD	GFT	Developing.	Field review with KDOT 5/13/26.	Await KDOT decision.	TBD	TBD

Green shade denotes changed/new information from last month.

Areas Out To Bid: Street Marking

