

INDEPENDENCE CITY COMMISSION

REGULAR SESSION AGENDA

August 25, 2022

5:30 PM

Civic Center Memorial Hall

To participate by conference call:
1 785-289-4727 Conference ID: 592 706 042#

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. Independence Historic Preservation and Resource Commission (IHRPC) -- One Opening -- Two Applications
- B. Park Board -- One Opening -- Four Applications
- C. Tree Board -- One Opening -- Applications Due by noon on September 1, 2022.

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 City Commission minutes from July 13, 14 and 28, 2022.
- B. Consider approving the following Cereal Malt Beverage License: Pete's of Erie, Inc. - 401 W Main
- C. Consider approval of compacted fill at 300 N. 8th Street.
- D. Consider approving bidding for the Southeast Lift Station construction.
- E. Consider placing Stop Signs at the Intersection of Enterprise and Hackney.
- F. Consider authorizing TranSystems to prepare and submit a KDOT Off-System Bridge grant applications for the Cherry Street Bridge.
- G. Consider approving the Third Amendment to the City Manager's Employment Agreement.
- H. Consider authorizing the KAN-OKLA 100-Mile Highway Sale on Friday, September 9th and Saturday, September 10th, 2022.

IV. PRESENTATION

- A. Consider a proclamation celebrating the Community Access Center's 15th Anniversary.

V. ITEMS FOR COMMISSION ACTION

- A. Consider approval of a Downtown Grant Application for sewer line repair at 101 N. Penn Ave.
- B. Consider approval of the Ordinance Regulating the Building Trades Licensing and 2018 Fire Code.

- C. Consider adopting a resolution for a conditional use permit for single-family and multi-family dwellings in the C-3, Central Business District at 103 North Pennsylvania Avenue.
- D. Consider adopting a resolution setting a public hearing for September 8, 2022 at 5:30 PM to consider adopting a Neighborhood Revitalization Plan for the Airport.
- E. Consider adopting an ordinance for text amendments to Appendix B-Zoning of the City Code relating to Recreational Vehicles and Mobile Home Parks.

VI. REPORTS

- A. City Board Minutes
- B. July 2022 Sales Tax Report
- C. Public Works Monthly Report

VII. CITY MANAGER'S COMMENTS

VIII. COMMISSIONERS' COMMENTS

IX. PUBLIC CONCERNS

X. ADJOURNMENT



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 25, 2022

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Independence Historic Preservation and Resource Commission (IHRPC) --
One Opening -- Two Applications

SUMMARY RECOMMENDATION Appoint a new member to the IHRPC.

BACKGROUND Julie Dunham resigned from the IHRPC due to a scheduling conflict with her current employment. Two applications were received for this opening by the deadline.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to appoint _____ to the IHRPC for an unexpired term ending on January 1, 2025.

SUPPORTING DOCUMENTS

1. 08182022-LeonhardCaflisch-IHPRC-Online Form Submittal_ Board Application_Redacted
2. 081812022-John George-IHPRC-Online Form Submittal_ Board Application_Redacted

From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Thursday, August 18, 2022 10:33:40 AM

Board Application

Board Applying For:	IHPRC
Name	Leonhard Caflisch
Date	8/18/2022
Address	600 S 5th St
Email Address	[REDACTED]
Phone Number	[REDACTED]
Educational Background:	
High School Name and Location	Independence High School
Graduated/Degree	High School Degree
College Name and Location	Kansas State University
Graduated/Degree	Graduated 1977
Major	Architecture
Other Education Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Emphasis	<i>Field not completed.</i>
Do you reside inside the corporate limits of the City of Independence?	Yes
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	<i>Field not completed.</i>

What experiences have you had that you feel would assist you as a board member?	Experience in design, planning and construction of commercial structures. Practiced architecture for 40 years. Served as Project Architect for improvements at Ralph Mitchel Zoo and Riversides Park: also the State of Kansas for 28 years at Parsons State Hospital and Training Center and Osawatomie State Hospital.
Why do you want to become a member of the board?	Provide my expertise in renovation and restoration of commercial structures.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	<i>Field not completed.</i>
Other comments:	<i>Field not completed.</i>

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

From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Thursday, August 18, 2022 2:22:07 PM

Board Application

Board Applying For:	IHPRC
Name	John George
Date	11/5/1985
Address	304 1/2 S 17th St Independence Ks 67301
Email Address	[REDACTED]
Phone Number	[REDACTED]
Educational Background:	
High School Name and Location	Field Kindley High
Graduated/Degree	Graduated
College Name and Location	Platt College Tulsa Ok
Graduated/Degree	Associates Degree
Major	Science
Other Education Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Emphasis	<i>Field not completed.</i>
Do you reside inside the corporate limits of the City of Independence?	Yes
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	No

What experiences have you had that you feel would assist you as a board member?	I do not have a lot of experience in this specific type of board. What I do have is a passion for keeping things the way they have always been. Restoration and Preservation over tear down and build new. I would love the opportunity to gain experience from the current members of the board on a topic that I am passionate about.
Why do you want to become a member of the board?	Growing up my family was involved in historical re-enactments and History is something that I have always had a passion for. I love the old buildings and the history of this town.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	I feel the only issues that would need addressed would be to continue trying to restore the empty buildings of our town versus letting them set empty and building something new.
Other comments:	I would love the opportunity to work with the current board and learn more about the historic preservation that is taking place in the City of Independence. It would be an honor to be a part of that.

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REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 25, 2022

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Park Board -- One Opening -- Four Applications

SUMMARY RECOMMENDATION Appoint a new member to the Park Board.

BACKGROUND Alix Oreck resigned from the Park Board due to relocating. Four applications were received for this opening by the deadline.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to appoint _____ to the Park Board for an unexpired term ending on July 1, 2023.

SUPPORTING DOCUMENTS

1. Caflisch-Park-Online Form Submittal_ Board Application_Redacted
2. Housel-Online Form Submittal_ Board Application-Park Board_Redacted
3. Koszalka-Online Form Submittal_ Board Application-Park Board_Redacted
4. Warford-Park-Board-Application_Redacted

From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Thursday, August 18, 2022 10:06:13 AM

Board Application

Board Applying For:	Park Board
Name	Leonhard Caflisch
Date	8/18/2022
Address	600 S 5th St
Email Address	[REDACTED]
Phone Number	[REDACTED]
Educational Background:	
High School Name and Location	Independence High School
Graduated/Degree	High School Degree
College Name and Location	Kansas State University
Graduated/Degree	Graduated 1977
Major	Architecture
Other Education Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Emphasis	<i>Field not completed.</i>
Do you reside inside the corporate limits of the City of Independence?	Yes
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	<i>Field not completed.</i>

What experiences have you had that you feel would assist you as a board member?	Experience in design, planning and construction. Practiced architecture for 40 years. Served as Project Architect for the walk improvements at the playground, oval, designed the bridge behind the Park Office that connects the playground to the zoo, designed the renovations of the zoo exhibits from the Stevens Building to the current exhibits in 1991, and was the Project Architect for the design of Veterans Freedom Square. I also was consulting Architect for projects for the State of Kansas for 28 years relating to Capital Improvement Projects at Parsons State Hospital and Training Center and Osawatomie State Hospital. The work at the hospitals included ADA audit of all facilities and design of corrective action relating the each facility.
Why do you want to become a member of the board?	It is felt that the experiences that have been acquired during the past years of practice are an asset that will enhance the talents already present in the board.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	The development of the new Master Plan will set new direction for Park Board and provide a map for its continued maintenance and asset to the City.
Other comments:	<i>Field not completed.</i>

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

From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Wednesday, May 11, 2022 12:28:15 AM

Board Application

Board Applying For:	Park Board
Name	Joseph Housel
Date	5/10/2022
Address	611 E. Poplar Independence, Ks 67301
Email Address	[REDACTED]
Phone Number	[REDACTED]
Educational Background:	
High School Name and Location	Independence High School 1301 Nth 10th Independence, Ks
Graduated/Degree	May 2005/ Highschool Diploma
College Name and Location	Pittsburg State University 1701 S Broadway St, Pittsburg, KS
Graduated/Degree	May 2010/ Bachelors
Major	Therapeutic Recreation
Other Education Name and Location	<i>Field not completed.</i>
Graduated/Degree	<i>Field not completed.</i>
Emphasis	<i>Field not completed.</i>
Do you reside inside the corporate limits of the City of Independence?	Yes
If no, do you reside within 3 miles of the corporate limits of the City of Independence?	<i>Field not completed.</i>

What experiences have you had that you feel would assist you as a board member?	I have previously worked for the City of Independence's park when I was younger. In 2010 I had an internship with the city of Topeka's recreation department. I also have previous experiences being on committees through Boy Scouts and while I was in college.
Why do you want to become a member of the board?	I would like to become more involved in our community and utilize some of my past experiences to assist with the continuation of making Independence a great community.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	Not at the moment.
Other comments:	<i>Field not completed.</i>

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From: noreply@civicplus.com
To: [Kelly Passauer](#)
Subject: Online Form Submittal: Board Application
Date: Tuesday, May 10, 2022 5:25:49 PM

Board Application

Board Applying For: Independence Park Board

Name Rachel Koszalka

Date 5/10/2022

Address 301 N. 1st St.

Email Address [REDACTED]

Phone Number [REDACTED]

Educational Background:

High School Name and Location Shekinah Christian School / Fredonia, KS

Graduated/Degree HS Diploma

College Name and Location Emporia State University / Emporia, KS

Graduated/Degree Masters

Major Library and Information Science

Other Education Name and Location Southwestern College / Winfield, KS

Graduated/Degree Bachelors

Emphasis Theatre

Do you reside inside the corporate limits of the City of Independence? Yes

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

What experiences have you had that you feel would assist you as a board member?	I am an active member on the Independence Public Library Board and currently am vice-chairman. I believe this experience has helped me gain understanding as to what's expected of board members.
Why do you want to become a member of the board?	I love our zoo and park, being from Fredonia it was always a fun destination growing up. I would love to be more involved with building up our local attractions to make Independence a fun destination for visitors like it was for me.
Do you feel that there are any issues needing immediate attention by the board? If so, please explain.	<i>Field not completed.</i>
Other comments:	<i>Field not completed.</i>

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

Applications must be received in the City Manager's Office,
811 W. Laurel St., Independence, KS 67301 or by Email at
KellyP@IndependenceKs.gov on or before June 30, 2017

APPLICATION

Park Board
City of Independence, Kansas

Date 06/08/22

Name JILL WARFORD

Address 2101 N 8TH ST

Phone Number [REDACTED]

Email Address [REDACTED]

Educational Background:

Name of School and Location	Dates	Diploma	Major	Minor
FORT SCOTT HIGH SCHOOL	1972-74	YES		
Ft. Scott Community College	1975-76	AA degree		
Pittsburg State Univ.	1976-1983	3 degrees: BSED/MA/ Ed.S		

Please respond to the following questions: (If needed, use back of page)

1. Do you reside inside the corporate limits of the City of Independence? Yes X
No _____

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

I moved back to Independence in June of 2021. I previously lived here for 17 years and taught Speech and Theatre at Independence Community College. At ICC I also served as the Director of Development and the Director of the Inge Festival for 11 years. I served on many boards when I lived here and was very involved in the community, directing 2 Neewollah plays and being involved in other clubs and activities. I am retired now and have the time to devote to being a member of a board.

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

I love the park and think it is one of Indy's greatest assets.

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

I think the Park is well maintained but when I go to the outdoor concerts on Tuesday evenings I feel that the bandshell seats need some attention.

5. Other comments:

I don't know much about this board but I know how to work within a group, I am proficient at organizing and planning activities and I am not afraid to roll up my sleeves and work!



Report
CITY OF INDEPENDENCE
August 25, 2022

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Tree Board -- One Opening -- Applications Due by noon on September 1, 2022.

BACKGROUND We currently have openings on the Tree Board. The purpose of this division is to honor the city's rich history of enjoying and preserving local natural resources, and to promote and protect the public health, safety and general welfare by providing for the development of a community forestry plan to address the planting, maintenance and removal of trees located on public property, or which encroach upon public property, and to enhance the natural beauty of the community. For more information, contact Scott Patton at ScottS@IndependenceKs.gov or 620-332-2512; or visit this link: [Tree Board Information](#)

Applications are due by Noon on September 1, 2022. If you have trouble with the online form, please contact KellyP@IndependenceKs.gov or 620-332-2506 for a paper version.

SUPPORTING DOCUMENTS



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 25, 2022

Department City Clerk

Director Approval David Schwenker

AGENDA ITEM Consider approving City Commission minutes from July 13, 14 and 28, 2022.

SUMMARY RECOMMENDATION Approve the minutes as prepared by the City Clerk.

BACKGROUND

FINANCIAL INFORMATION

SUGGESTED MOTION I move to approve the City Commission minutes from July 13th, 14th and 28th, 2022.

SUPPORTING DOCUMENTS

1. July 13 2022 Special Meeting Minutes - Not Approved
2. July 14 2022 Minutes - Not Approved
3. July 28 2022 Minutes - Not Approved

Minutes of the City Commission's July 13, 2022 Meeting

I. SPECIAL SESSION

Commissioners Present: Mayor Dean Hayse, Vice-Mayor Tim Emert, Commissioner Louis Ysusi

City Staff Present: David Cowan, Assistant City Manager; Kelly Passauer, City Manager; David Schwenker, City Clerk/City Treasurer; Shawn Wallis, Fire/EMS Chief; Brian McHugh, Memorial Hall Supervisor; Lacey Lies, Director of Finance; Mike Devore, Memorial Hall Maintenance and Jerry Harrison, Chief of Police.

Visitors Present: Larry McHugh

A. Call to Order

Mayor Hayse called the meeting to order.

II. ITEMS FOR COMMISSION ACTION

A. Consider the 2023 Draft Proposed Budget and any related action.

Director Lies presented the budget.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert the Commission authorized the submission to the County Clerk of the City's intent to exceed the revenue-neutral rate and to schedule the public hearing for September 8, 2022 at 5:30 PM.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

III. ADJOURNMENT

Motion:

On the motion of Dean Hayse, seconded by Louis Ysusi the Commission adjourned the meeting.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Minutes of the City Commission's July 13, 2022 Meeting

Dean A. Hayse, Mayor

Louis Ysusi, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the City Commission's July 14, 2022 Meeting

I. REGULAR SESSION

Commissioners Present: Mayor Dean Hayse, Vice-Mayor Tim Emert, Commissioner Louis Ysusi

City Staff Present: Jeff Chubb, City Attorney; David Cowan, Assistant City Manager; Kelly Passauer, City Manager; David Schwenker, City Clerk/City Treasurer; Shawn Wallis, Fire/EMS Chief; Brian McHugh, Memorial Hall Supervisor; Lacey Lies, Director of Finance; April Nutt, Director of Housing Authority and Jerry Harrison, Chief of Police.

Visitors Present: Larry McHugh, Brea Sanford, Sean Clapp, Susan Scovel, Ned Stichman, Tom Hoffert and Babs Emert

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 Louis Ysusi, seconded by Tim Emert the Commission adopted the agenda.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

II. APPOINTMENTS

A. Tree Board -- One Vacancy -- Applications Due by noon on August 3, 2022

B. Board of Examiners - Plumbers -- Four expired terms -- Applications due by noon on August 3, 2022

III. PRESENTATIONS

A. Presentation of the 2021 Audit.

Minutes of the City Commission's July 14, 2022 Meeting

Sean Gordon of Gordon C.P.A. presented the 2021 audit report of the City's finances.

IV. CONSENT AGENDA

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi the Commission adopted the consent agenda.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- A. Consider approving City Commission minutes from May 12, 18 and 26, 2022.**

Suggested Motion:

I move to approve the City Commission minutes from May 12th, 18th and 26th, 2022.

- B. Consider approving the installation of a new light near 302 North 1st Street, and increasing the lighting intensity at the intersection of Freedom Drive and Russ Meyer Boulevard.**

There have been two requests related to streetlights. The first is the addition of a streetlight near the address of 302 N. 1st Street. This location follows policy and is supported by the Chief of Police as well for public safety. The cost would be \$7.83 per month for this light. Additionally, a light at the intersection of Freedom Drive and Russ Meyer Boulevard has been recommended by local workers to be increased in output for traffic safety. This would increase costs from the current Class A light charge (\$7.83 per month) to a Class B light charge (\$13.06 per month), an increase of \$5.23 at this location.

Suggested Motion:

I move to approve new light near 302 N. 1st Street and the increase in lighting strength at the intersection of Freedom Drive and Russ Meyer Boulevard.

- C. Consider adopting a Resolution setting a public hearing to establish Rural Housing Incentive Districts (RHIDs).**

A Housing Needs Analysis has been conducted and the governing body has determined the following:

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

The City of Independence approved Resolution 2022-004 for submission to the Kansas Secretary of Commerce along with the approved Housing Needs Analysis, taking the first step in establishing Rural Housing Incentive Districts for the City of Independence.

The Kansas Secretary of Commerce agreed with the findings of the City of Independence, Kansas's Housing Needs Analysis and Resolution 2022-004 in a letter dated March 22, 2022.

The next step in establishing Independence's RHIDs is approving Resolution 2022-023 setting a date and time for a public hearing to consider establishing one or more Rural Housing Incentive Districts (RHIDs).

Establishing Rural Housing Incentive Districts will aid the City of Independence in building housing within the community. The Independence Housing Authority has been working to establish several Rural Housing Incentive Districts for the purpose of developing housing within the City of Independence, Kansas.

This item was on your May 26, 2022 agenda. However, due to not meeting the publication requirements we are having to reschedule this hearing and adopt a new resolution.

Suggested Motion:

I move to adopt a resolution setting the date of July 28, 2022 at 5:30 PM for a public hearing to consider establishing one or more Rural Housing Incentive Districts.

V. ITEMS FOR COMMISSION ACTION

A. Consideration of Change Order Approvals for Fire-EMS construction.

City staff is working with McCown Gordon and TreanorHL during the construction phase of Fire-EMS. The following are the change order descriptions:

1. Change Order #7. The ceramic floor tile is updated to a new tile that meets DCOF requirements. The previous tile called out for CTB1 is no longer needed in the project, therefore we can use the already specified Roca Maiolica biscuite tile in lieu of the original base tile. This allows the base tile to match the wall tile in the lobby restrooms as well. -- Cost of CO #7 \$373.01
2. Change Order #8. May weather extension exceeded the allowed 5-days. Total weather days were eight. Please see the attached agreement and our responsibility to pay for days that exceed the allowed weather days per month. -- Cost of CO #8 \$4,555.78
3. Change Order #9 Unsuitable soils found in the locations on the attached PDF. Per GSI over-excavation was required to meet minimum bearing. Over-excavated footings were poured back with concrete. -- Cost of CO #9 \$709.87

Total Cost of Change Orders: \$5,638.66

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi the Commission authorized change orders 7,8, & 9 totaling \$5,638.66.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

B. Consider providing direction to the Economic Development Advisory Board regarding whether or not you wish them to develop a policy for gap financing.

The Economic Development Advisory Board has received a request for financing that greatly exceeds the amount allowed in the Business Incentive Policy which provides a certain amount per employee for businesses that qualify. If the Commission wishes to entertain financing above and beyond what the current Business Incentive Policy allows, it is recommended that a gap financing program be established. Gap financing would be a new program that will take time to develop. It is anticipated that it will need to be restrictive and targeted to certain businesses the City believes are vital to

improving economic development. Chair Chuck Goad would like to know if this is something the Commission is interested in adopting and funding before the board spends a great deal of time developing a gap financing policy and process.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi the Commission advised the Economic Development Advisory Board that the Commission is not currently interested in adopting and funding a gap financing program.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- C. Consider all feasible and prudent alternatives to the proposed demolition of 300 North 8th Street.

The City of Independence has been working with developers to invest in our historical downtown. These investments would bring the potential for new upper-story housing and business opportunities as buildings are renovated in our downtown district. Housing in the City of Independence and the State of Kansas continues to be a priority as there is a shortage of housing in rural communities. Governor Laura Kelly signed House Bill 2237 on May 5, 2022 to provide investments and incentives for residential development in rural areas of Kansas. April Nutt, Housing Director, has been aggressively working to implement the RHID and other incentives along with working with multiple development companies on potential new housing projects in the City of Independence.

In the process of marketing downtown and working with developers, it was evident that additional parking would be needed as upper housing development occurs. The City staff reviewed the downtown area for potential sites for additional parking that would not harm the historic downtown. The City Staff located the property at 300 N. 8th Street and found that the property was not on the list of historical buildings or considered a contributor to the downtown historic district. 300 N. 8th Street was built in 1958 and replaced the Elk's Club which was destroyed by a fire. The building's purpose was for a restaurant under several different names and styles until October 2016, when utilities were disconnected. A modern design, the building has multiple floor levels inside without ADA accessibility.

The site in the 300 block of North 8th also has a parking lot and vacant lot that is owned by the City. The parking lot and green space are currently used for parking and Farmer's Market activities. If approved, the removal of 300

North 8th, would be leveled with the green space to the north and put back to grass. This space would be utilized for Farmer's Market or other downtown activities until needed for additional parking.

The downtown historical district requires the City to inform the local IHPRC committee of our intention to remove a structure. On May 24, 2022 the IHPRC Chair was notified of our request to remove 300 N. 8th. Since the building is not a historical structure or a contributor to the downtown district, City Staff anticipated they would oppose but there would not be any historical issues. However, City Staff was then notified that the State Historical Office had redesignated the building as a contributor to the downtown historic district. This was done without owner notification or due process by the local IHPRC or SHPO. On June 27, 2022 City Staff presented our plan for demolition of the building which was opposed by the IHPRC on a 6 to 1 vote. The denial is an attached document.

In order for the City to proceed, the staff is required to present to the Commission all relevant factors, that there is no feasible and prudent alternative to the proposal and that the project includes all possible planning to minimize harm to the historic property. As stated previously, the structure was last occupied in 2016 and has been vacant since that time. The building's modern design and accessibility issues are primary factors in the building being vacant. A conservative estimate to address the ADA accessibility issues is \$150,000.00. This would address access, egress, and accessibility to the three levels via ramps and an elevator. The roof of the building has failed and is in need of replacement at an estimated cost between \$125,000.00 to \$175,000.00 depending on the substructure's condition at the time of removal. The kitchen was removed, and the replacement of a commercial kitchen is estimated to be between \$150,000 to \$300,000. These issues do not address the water damage and mold throughout the building that would require an interior gut and replacement of sheetrock, framing, and other water damage infrastructure. Conservatively, without including the interior gut and repair, the estimated cost to renovate this building is \$425,000.00. The City Staff feels there is no feasible and prudent alternative to the proposed demolition and that removing the structure and returning it back to a green space or a future parking location will not harm the historic district or surrounding properties. The City Staff also pointed out that this property was not considered a historic structure or a contributor to the historic downtown district until after the purchase when the City notified the local IHPRC and State of our intentions to remove the structure and return it to green space.

If the City Commission approves the request to remove the structure. City

Staff will be required to send the SHPO a certified letter informing them of the decision to allow the demolition and the statute allows anyone aggrieved by the Governing Body's determination to file suit and have the issue decided in the courts.

Sean Clapp, the local IHPRC chair will be present at the meeting to represent the IHPRC and SHPO's denial of the request.

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert the Commission after considering all information received and all relevant factors, and after considering all possible planning and alternatives to minimize harm to the property, find that there is no feasible and prudent alternative to the proposed demolition and to authorize demolition of the property at 300 N. 8th Street.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- D. Consider approving the low bid from MEGA, LLC for five demolitions.**

The City of Independence Building Department took bids for the removal of the following five properties:

- 1. 800 E. Edison is fire damaged and considered dangerous and unsafe and needs immediate removal (the State Fire Marshall requested the structure be immediately removed and due to the delay created by 300 N. 8th, the Building Inspector has already had this structure removed).**
- 2. 701 E. Cherry is a trailer house that has collapsed and the property owner has applied for the City demolition grant and it has been approved.**
- 3. 609 W. Myrtle is a fire-damaged property and the owner has signed a release to remove the property and reimburse the City.**
- 4. 300 N. 8th Street is a property acquired by the City and has substantial roof issues and water infiltration into the building.**
- 5. 1529 W. Laurel is a condemned trailer park with multiple trailers that have been vandalized and destroyed. The property is blighted and unable to be maintained due to the condition of the trailers.**

The City of Independence received three bids for the demolition of the above properties:

Minutes of the City Commission's July 14, 2022 Meeting

- MEGA, LLC - \$100,500
- G&G Dozer - \$ 124,000
- JRB Ind. - \$202,500

The City Staff recommends awarding the demolition to MEGA, LLC for \$100,500.00. The cost of the demolition will be covered by the demolition fund.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi the Commission awarded the demolition bid to MEGA, LLC for \$100,500.00 for 800 E. Edison, 701 E. Cherry, 609 W. Myrtle, 300 N. 8th, and 1529 W. Laurel.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- E. Consider approving an agreement with Midwest Auctions, LLC for online auction services for surplus items.

The City requested proposals for a vendor or firm to provide online auction services for tangible personal property including but not limited to miscellaneous surplus equipment, a wooden bar, light fixtures, office furniture, computers, monitors, printers, scanners, tools, equipment, tables, chairs and miscellaneous items.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi the Commission accepted the agreement with Midwest Auctions, LLC for online auction services for tangible personal property.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- F. Consider setting the date of September 22, 2022 at 5:30 PM for a Public Hearing to consider the condemnation of 217 South Earl Street as dangerous and unsafe.

On June 08, 2022 the single-family residential structure located at 217 South Earl Street was involved in a fire that extensively damaged the dwelling which is currently not habitable. Dennis Musgrove, owner of the property, does have insurance and the City has received proceeds towards the demolition of the property. Mr. Musgrove is working with Jim Beachner to remove the structure and is considering his options regarding the garage. It is City policy

Minutes of the City Commission's July 14, 2022 Meeting

to clear a lot of all structures, concrete, including drives, leaving the residential sidewalk on City right-of-way.

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert the Commission set September 22, 2022 at 5:30 PM for a Public Hearing to consider the condemnation of 217 S. Earl Street as dangerous and unsafe.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- G. Consider setting the date of September 22, 2022 at 5:30 PM for a Public Hearing to consider the condemnation of 414 South 14th Street as dangerous and unsafe.

On April 08, 2022, the single-family residential structure located at 414 South 14th Street was involved in a fire that extensively damaged the dwelling which is currently not habitable. Due to a publication error, the City Staff needs to start the process over and set the date of September 22, 2022 for a Public Hearing to consider the structure dangerous and unsafe. City staff did visit with the owner and discussed releasing the structure for demolition but the owner refused to release the property for demolition.

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert the Commission set the date of September 22, 2022 at 5:30 p.m. for a Public Hearing to consider the condemnation of 414 S. 14th as dangerous and unsafe.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- H. Consider a resolution authorizing the abatement of unhealthy and unsafe exterior conditions 314 South 4th Street.

Code Enforcement Officer Erin Musgrove has been attempting to resolve a nuisance issue at 314 S. 4th Street since October 2021. Code Enforcement Officer Musgrove has made multiple attempts to have the tenant and the owner abate the nuisance, including three violation notices and one summons to court. The previous resident and current owner have failed to respond to notices from Code Enforcement. The owner was cited to court on July 1, 2022. The City staff are receiving weekly calls from neighbors related to the nuisance and the hazard in the neighborhood. The resident has been cited in court, but the court appearance is scheduled for August 2022. The City Staff is asking the Commission to approve the Resolution giving us the

authority to abate the nuisance in 20 days.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi the Commission adopted a resolution authorizing the abatement of unhealthy and unsafe conditions at 314 South 4th Street.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- I. Consider a resolution authorizing the abatement of unhealthy and unsafe exterior conditions 521 South 15th Street.

Code Enforcement Officer Erin Musgrove has been attempting to resolve a nuisance issue at 521 South 15th. Since December 2021, Erin has made multiple attempts to have the owner abate the nuisance, including three violation notices and one summons to court. Continued efforts by Erin were ignored and the nuisance pile has continued to grow. The City staff is receiving calls from neighbors related to the nuisance and the hazards. The resident living at the house was cited in court but has since relocated, therefore the ticket was dismissed on July 6, 2022. Due to the piles continuing to grow and the hazard, the City Staff is asking the Commission to approve the Resolution giving us the authority to abate this nuisance in 20 days.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi the Commission adopted a resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 521 South 15th Street.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- J. Consider approving an Ordinance amending Ambulance Rates.

Independence Fire-EMS last adjusted our rates in 2018. In order to adjust for the increased cost associated with salaries, training, equipment and medication, the service is requesting the proposed Ordinance adjusting our rates. The Independence Fire-EMS ambulances responded to 3,373 calls in 2021 and transported 1,909 patients. The budget for Fire-EMS is \$1,728,732 for 2022, with revenues from the ambulance service generating close to \$400,000.00 through June of 2022. Independence Fire-EMS rates are adjusted annually by CMS, which sets rates for Federal CMS program reimbursements

based on ambulance services' geographic location in the U.S. and urban vs. rural settings.

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert the Commission approved Ordinance 4396 amending the ambulance rates.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- K. Consider approving amendments to the interlocal agreements for the Central, Downtown, North Penn, Southeast, Southwest and West Main Neighborhood Revitalization Plans.

The City of Independence has established several Neighborhood Revitalization Plans (NRPs) for the purpose of assisting property owners in revitalizing their neighborhoods. The program provides a rebate of the increase in property taxes for improvements made to residential and commercial structures or new construction within those designated neighborhoods that have met program criteria. Independence has six Neighborhood Revitalization Plans established in residential neighborhoods. Currently, the six NRPs as they are worded do not allow a developer of residential units to transfer the rebate to the end purchaser, but five of the six NRPs allow a commercial developer to do so. The desire is to allow a residential developer the same opportunity as the commercial developer. Amending the current NRPs interlocal agreements to include such language would be beneficial to the redevelopment of Independence's existing neighborhoods.

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert the Commission approved the amended interlocal agreements for the Neighborhood Revitalization Plans for the North Penn Region, the Downtown and West Main Regions, and the Southeast, Southwest, and Central Regions.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

VI. REPORTS

A. City Board Minutes

- 1. June 7, 2022 Planning Commission/Board of Zoning Appeals**

Minutes of the City Commission's July 14, 2022 Meeting

2. June 29, 2022 Recreation Commission

B. June 2022 Sales Tax Report

VII. CITY MANAGER'S COMMENTS

City Manager Passauer gave an update on the West Main project, announced that the Demolition Cost Share program was being suspended to enact some changes to the program and gave an update on when construction on the 1916 City Hall would begin.

VIII. COMMISSIONERS' COMMENTS

None

IX. PUBLIC CONCERNS

Tom Hoffert spoke about the proposed demolition of the building at 300 N 8th.

X. 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 Louis Ysusi the Commission recessed for an executive session for consultation with the City Attorney regarding a legal issue pursuant to the attorney/client privilege exception found at KSA 75-4319(b)(2). The open meeting will resume at 6:47 PM.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

The open meeting resumed at 6:47 PM with no action taken.

XI. ADJOURNMENT

Motion:

On the motion of Dean Hayse, seconded by Louis Ysusi the Commission adjourned.

Minutes of the City Commission's July 14, 2022 Meeting

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Dean A. Hayse, Mayor

Louis Ysusi, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the City Commission's July 28, 2022 Meeting

I. REGULAR SESSION

Commissioners Present: Mayor Dean Hayse, Vice-Mayor Tim Emert, Commissioner Louis Ysusi

City Staff Present: Jeff Chubb, City Attorney; David Cowan, Assistant City Manager; Kelly Passauer, City Manager; David Schwenker, City Clerk/City Treasurer; Shawn Wallis, Fire/EMS Chief; Brian McHugh, Memorial Hall Supervisor; Lacey Lies, Director of Finance; April Nutt, Director of Housing Authority; John Garris, City Engineer/Director of Public Works and Utilities; Levi Lloyd, Intern; Mason Carter, Intern and Jerry Harrison, Chief of Police.

Visitors Present: Larry McHugh, Brea Sanford, Kenneth Kaiser, Tim Kaiser, Tim Haynes, Miles Kaiser, Lavonda Cotton and Babs Emert

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 Tim Emert, seconded by Louis Ysusi the Commission adopted the agenda.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

II. APPOINTMENTS

A. City Board Vacancies:

1. Tree Board -- One Vacancy -- Applications Due by noon on August 3, 2022
2. Board of Examiners - Plumbers -- Four expired terms -- Applications due by noon on August 3, 2022
3. Electrical Board -- One Vacancy -- Applications due by noon on August 3, 2022
4. IHPRC -- Two Vacancies -- Applications due by noon on August 3, 2022

III. PRESENTATIONS

A. Thank you to City Interns Mason Carter and Levi Lloyd.

Mason Carter and Levi Lloyd have been serving the City of Independence as High School Interns. During their time at the City they have accomplished the following:

Mason Carter has:

- **Ranked conditions on the roadways using the Pavement Condition Index**
- **Mapped the values of properties within the City**
- **Helped update the ordinances related to airport operations**
- **Helped implement our pending sanitation tracking software**
- **Imported multiple utility systems into our GIS system**
- **Reviewed the status of all of the stop signs in the City**
- **And much more**

Levi Lloyd has:

- **Supplemented the office staff in the Finance & Records Department**
- **Interacted with citizens by taking payments and setting up new accounts**
- **Completed projects like updating various forms used by the Water Office**
- **Cleaned up, optimized and compiled assorted data**
- **Designed a program to transfer serial numbers from a database to each individual account**
- **And much more**

We wish to thank Mason and Levi and wish them well on their next adventure.

IV. CONSENT AGENDA

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert the Commission adopted the consent agenda.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Minutes of the City Commission's July 28, 2022 Meeting

- A. Consider approving City Commission minutes from June 9, 15, 22 and 23, 2022.

Suggested Motion:

I move to approve the City Commission meeting minutes from June 9, 15, 22 and 23, 2022.

- B. Consider repealing Resolution No. 2022-008 and adopting Resolution No. 2022-035 to amend the requirements in the Demolition Cost Share Program.

The Demolition Cost Share Program was established by Resolution No. 2022-008 in 2022. Since the inception of the program, it has come to staff's attention that language requiring applicants to first submit and pay for a demolition using insurance proceeds was not included. The following language was added to the program requirements:

1.2 Eligibility

All property owners meeting the following criteria will be eligible to participate in the Cost Share Program for qualified demolition of blighted structures upon available funding.

- 1. Property must be located within the City of Independence.**
- 2. Property must be vacant, and all utilities should be disconnected and removed.**
- 3. The Property Real estate taxes must be paid and current.**
- 4. City utility bills must be current on all properties in the applicant's name or ownership.**
- 5. If insurance proceeds exist for demolition or debris removal, such insurance proceeds must first be applied to the cost of demolition before eligibility exists for the Cost Share Program.**
- 6. Demolition must be completed within 90 days of approval.**

In addition, to ensure fair and equitable distribution of funds, staff is recommending that the program guidelines also require at least two quotes for demolition, as outlined in the changes to Section 2.3.

2.3 Contracting a Licensed Contractor

The applicant must contract with a licensed Contractor in the City of Independence for the demolition of said property and must show proof of two or more bids/quotes.

Section 3. Payment Limits

3.1 General

Property owners qualifying as low-income will be eligible for 100% reimbursement of the applicant's cash

Minutes of the City Commission's July 28, 2022 Meeting

expenditure for labor and materials related to demolition, up to \$6,000 per property in a 12-month period. Property owners that do not meet the low-income requirements will be eligible for 50% reimbursement of the applicant's cash expenditure for labor and materials related to demolition, up to \$3,000 per property in 12-month period. In no event shall the reimbursement amount exceed the property owner's actual cost or out of pocket expenditure after application of any insurance proceeds.

Suggested Motion:

I move to repeal Resolution No. 2022-008 and replace it with Resolution 2022-035, updating the requirements for the Demolition Cost Share Program.

- C. Consider authorizing bidding the North Water Tower Maintenance Project.**

The City's water towers require periodic maintenance, and the North Water Tower is due for this maintenance. Attached is a suggested bid document and scope of work that is substantially similar to the last work performed in 2019 at the Airport Water Tower. Bids would be received at 2pm on August 18, 2022. A copy has been circulated to the City Attorney, and if he finds any issues in the terms and conditions, they will be modified prior to issuance.

Suggested Motion:

I move to allow bidding for the North Water Tower maintenance project.

- D. Consider approving a contract for the replacement of the culvert on North 8th Street.**

Both the roadway and culvert on North 8th Street have failed. The culvert, (corrugated, galvanized metal) has rusted away along most of its length. The roadway has also failed because upstream waters have eroded the fill material above the culvert and below the roadway leaving a void under the road surface. The road has been closed since this was discovered.

Due to the relatively high volumes of work and relatively low volume of contractor interest, working with TranSystems a price was requested from J. Graham Construction, Inc. to replace the existing culvert with a new concrete culvert. The culvert chosen was found to be in stock. The price of this work is estimated at \$66,220.50.

If awarded to J. Graham, the project will likely be completed in 30-45 days (late August to early September). If the Commission would rather bid this

work, it is likely that construction would not be completed until December at the earliest due to bidding cycle times, and additional cost would be necessary to develop stand-alone bid documentation.

It is suggested that this be awarded as a change to the existing Enterprise Drive contract with J. Graham, as those terms and conditions are beneficial to the City and would not impact that work. Although a change order to the existing contract, this work does not use the same unit pricing structure as the original contract.

TranSystems has reviewed the pricing and concluded that it is reasonable for the scope of work.

Suggested Motion:

I move to approve a change order to the existing Enterprise Drive contract with J. Graham Construction, Inc., in the amount of \$66,250.50.

V. PUBLIC HEARING

- A. Public Hearing establishing Rural Housing Incentive Districts; Jefferson Subdivision Development District, South Rainbow Development District, and Horizon Development District.

Establishing Rural Housing Incentive Districts will aid the City of Independence in building housing within the community. The Independence Housing Authority has been working to establish Jefferson Subdivision Development District, South Rainbow Development District, and Horizon Development District.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission adopted Resolution 2022-033 establishing Rural Housing Incentive Districts Jefferson Subdivision Development District, South Rainbow Development District, and Horizon Development District.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

VI. ITEMS FOR COMMISSION ACTION

Minutes of the City Commission's July 28, 2022 Meeting

- A. Consider authorizing the Eagle Rock Shredders to create a mountain bike trail system in the area behind the dog park adjacent to the Verdigris River, south of the future Central Park Sports Complex.

The City of Independence owns land on Park Blvd between Sycamore and Pine St. along the Verdigris. This land is in the floodplain and cannot be used for traditional development. A local group of mountain bike enthusiasts, the Eagle Rock Shredders, has asked for permission to build a mountain bike trail system in the unused area. The group has experience building exceptional trails in the area. Since 2019, with cooperation from the US Corps of Engineers, they have built 7 Mountain Bike Trails at Elk City Reservoir. The trailhead is located at the Outlet and all trails are free to the public and maintained by the volunteer group.

The group is asking for permission to build a 1 to 1.5 mile mountain bike trail in the area described. This would hopefully be phase I of a 3-phased project to connect our recreation facilities with Riverside Park.

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission authorized the Eagle Rock Shredders to build a mountain bike trail in the area between Sycamore St. and Pine St., east of the Dog Park .

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- B. Consider recommendation from the Planning Commission to adopt a resolution issuing a conditional use permit for a daycare at 436 Pearl Avenue in an R-1, large lot single-family dwelling district.

The attached staff report to the Planning Commission includes the details regarding this request. All property owners within 200' were notified of the public hearing held on July 5, 2022. However, no public comments other than from the applicant were made at the hearing. After closing the public hearing, the Planning Commission recommended approval of a daycare at 436 Pearl Avenue.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission adopted a resolution granting a conditional use permit for a daycare at 436 Pearl Avenue.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

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Nay: None

- C. Consider adopting an ordinance annexing land located at the Independence Municipal Airport, and consider initiating a public hearing to rezone such property from County I-1, Industrial to City M-2, heavy industrial zoning district.

The City has been working with VSE on potential future economic development projects at the Independence Municipal Airport. To qualify for certain incentives now or in the future, the property should be annexed into the City. Although the land is owned by the City, it is leased to VSE, who owns all the facilities on the property. The City Attorney has prepared the attached ordinance to accomplish this annexation.

In addition, City staff would like the City Commission to initiate a rezoning hearing before the Planning Commission to rezone this property from County I-1, Industrial to City M-2, heavy industrial.

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission adopted an ordinance annexing land located at the Independence Municipal Airport.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission initiated a public hearing to rezone land recently annexed located at the Independence Municipal Airport from County I-1, Industrial to City M-2, heavy industrial zoning district.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- D. Consider a request from Rod Kirks to forgive a lien for demolition expenses at 409 S. 6th Street.

On July 18, the City received the following request from Rod Kirks requesting the abatement of demolition costs assessed on 409 S. 6th St. from a 2019 demolition.

To: Kelly Passauer

My name is Rod Kirks. I recently (July 2022) purchased a vacant lot at 409 S.

6th from Samuel Hanby. Mr. Hanby bought the property at a Sheriff's auction. The property used to have a house on it. I was raised in that house and moved away in 1986. My parents sold the house about 30 years ago and the new owners let the house become a nuisance and it was torn down in 2019.

For some reason, I wanted to buy the property, although I have no plans for it. My mother recently passed away, so buying the old property seemed like a good thing. During a visit to Independence, I called the county to inquire about the property and to see if there were any taxes due. This was toward the end of October, 2021 during Neewollah. I was told by the county that there were no taxes due and the county gave me Mr. Hanby's name. I reached out to him and he also called the county and confirmed with a text on November 4th that he called the treasurer and there is "nothing owed against it".

The official Deed transfer was delayed because our first Deed transfer was handwritten and was not accepted by the county.

I am requesting that the city remove the lien for \$10,900. Please see the timeline of events in the email below.

I did my due diligence by checking with the county, having Mr. Hanby also check, and I also checked the county website within the past 30 days for any delinquent taxes. The lien just suddenly appeared. Neither myself or Mr. Hanby had any part in the house being condemned or the demolition.

The following is a timeline of relevant events concerning the property located at 409 South 6th:

November 2019—City demolished condemned home (\$10,900), owned by Annie M. Dreher and Jimmy C. True. At the time of demolition it had \$2,970,74 of back delinquent taxes (2014-2018)

December 2019—City paid invoice for demolition.

August 27, 2020—City Commission approved ordinance concerning charges to be placed as liens on properties.

September 1, 2020—This is the cutoff date for liens to be placed on the upcoming tax year.

September 2020 (after the 1st) - The City submitted the approved ordinance to the register of deeds placing charges as liens on properties

October 2021—Mr. Kirks contacted the county treasurer's office concerning any taxes being owed on the property and was told, "no".

November 1, 2021—The date the County places tax liens into the system.

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It is assumed that since the information was not provided to the county by the September 1st deadline, they did not enter anything until the following year's entry date of November 1, 2021 although they had the information since September 2020.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission abated the nuisance fees of \$10,900 for demolition costs assessed to 409 S. 6th Street.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- E. Consider a request for an ADA Ramp at 4th and Beech.

Mr. Folk, who lives in the 1200 block of N. 4th Street, contacted the City of Independence regarding the need for an ADA curb ramp at 4th and Beech for wheelchair access for his wife. In reviewing this location with TranSystems, we currently do not have any curb ramps and, due to retaining walls and the slopes at the intersections, it will require replacing from the curb ramp with additional sidewalks to obtain the correct slope. The initial estimate was \$35,350.00 for the four ramps. After reviewing and visiting with Mr. Folk, the recommendation is to construct the Northwest corner of 4th and Beech in 2022 and transition on the other three corners over the next three years. The estimated cost to install the curb ramp on the NW corner is \$9,573.00. Shawn Turner will be present to answer any questions.

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission authorized the construction of an ADA curb ramp on the NW corner of 4th and Beech and to place into a transition plan the other three ramps.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

- F. Consider setting the date of September 22, 2022 at 5:30 PM for a Public Hearing to consider the condemnation of 920 West Maple Street as dangerous and unsafe.

On July 12, 2022, the residence at 920 West Maple Street was struck by a vehicle. The building department and a local architect have inspected the building and determined the building is currently unsafe to occupy. The building department has been in contact with the owner and is

Minutes of the City Commission's July 28, 2022 Meeting

recommending that we set September 22, 2022 for a Public Hearing to consider the condemnation of 920 W. Maple as dangerous and unsafe.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission set a Public Hearing to consider the condemnation of 920 W. Maple Street as dangerous and unsafe on September 22, 2022 at 5:30 PM.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

G. Consider awarding a contract for renovation of the Evidence Building.

Given the pending move from the Temporary City Hall back to the Historic City Hall, one area previously discussed with the Commission was the need for a location to securely store evidence. The project has been designed and bid, and the low bidder was Decker Construction at a bid price of \$149,900.00. The previous amount approved by the Commission was \$261,615.00. The lowered cost is due to a rigorous scope review to remove items from the building not necessary to meet the function as well as competitive bidding by local contractors.

The architect (Echelon) recommends award to Decker and has found them to be a competent contractor. Echelon further notes that, while there are currently some anticipated change orders due to late pricing on some items, those are not thought to be significant.

The Bid Tabulation is as follows:

Decker:	\$149,900
Tri-State:	\$169,400
Koehn:	\$180,445
Hofer & Hofer:	\$248,000

Motion:

On the motion of Louis Ysusi, seconded by Tim Emert, the Commission approved awarding a contract to Decker Construction in the amount of \$149,900.00 for renovation of the Evidence Building.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

H. Consider proclaiming August 8, 2022 as Jim Kelly Day.

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Jim Kelly has served the Independence community in multiple ways over the past 50+ years. Mr. Kelly will be honored at a reception on August 3, 2022 from 5 PM to 6:30 PM at the Independence Country Club, and the public is encouraged to attend. The attached proclamation documents just a few of Mr. Kelly's many contributions. We request the Commission authorize the Mayor to sign the proclamation. We further request that the Mayor read and present the proclamation to Mr. Kelly at the August 3, 2022 reception. The proclamation proclaims "Jim Kelly Day" on August 8th, which is Mr. Kelly's 75th Birthday.

Motion:

On the motion of Tim Emert, seconded by Louis Ysusi, the Commission proclaimed August 8, 2022 as Jim Kelly Day.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

VII. REPORTS

A. City Board Minutes

1. December 16, 2022 Plumbing Board
2. May 9, 2022 Electrical Board

B. Monthly Project and Public Works Report

Engineer Garris presented the report.

C. 2nd Quarter 2022 Treasurers Report

Director Lies presented the report.

VIII. CITY MANAGER'S COMMENTS

Director Lies requested to move the budget worksession from Aug 3rd to Aug 10th at 9AM.

City Manager Passauer thanked Sue Scoval for adding solar lights at the dog park and City employees will be speaking at the First Friday event about strategic planning, new city ordinances, active shooter response and city

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projects at the Aug 5th event.

City Manager Passauer gave a shout out to City employees for the work that they did.

IX. COMMISSIONERS' COMMENTS

None

X. PUBLIC CONCERNS

None

XI. EXECUTIVE SESSION

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

Motion:

On the motion of Dean Hayse, seconded by Tim Emert 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 KSA 75-4319(b)(2). The open meeting will resume at 6:47 PM in the Civic Center of Memorial Hall.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

The open meeting resumed at 6:47 PM.

XII. ADJOURNMENT

Motion:

On the motion of Dean Hayse, seconded by Louis Ysusi the Commission adjourned.

Aye: Tim Emert, Dean Hayse, Louis Ysusi

Nay: None

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Dean A. Hayse, Mayor

Louis Ysusi, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 25, 2022

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider approving the following Cereal Malt Beverage License: Pete's of Erie, Inc. - 401 W Main

SUMMARY RECOMMENDATION City staff recommend approval.

BACKGROUND

FINANCIAL INFORMATION

SUGGESTED MOTION I move to approve a cereal malt beverage license for Pete's of Erie, Inc. at 401 W Main Street

SUPPORTING DOCUMENTS

1. Petes CMB



KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee, \$ 75.00

No. 6612

DEALER'S RETAIL LICENSE

From 08 25 , 2022
Month Day Year

To 12 31 , 2022
Month Day Year

To All Whom It May Concern:

License is here by granted to Pet's of Erie Inc. to sell at retail

CEREAL MALT BEVERAGES

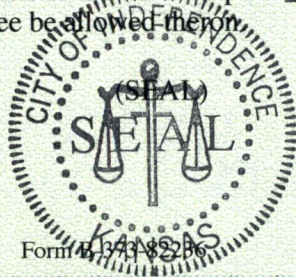
(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 401 W. Main
(Give exact location, with street number, if any.)

in the City of Independence in Montgomery County, Kansas,

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This License will expire December 31 , 2022 unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.



Given under our hands and the corporate seal of said City, this _____
day of _____ , _____

Countersigned:

Mayor

City Treasurer

City Clerk

Form 14-344-82-86



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 25, 2022

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider approval of compacted fill at 300 N. 8th Street.

SUMMARY RECOMMENDATION City Staff recommends approval.

BACKGROUND The proposed plans are for a future parking area at 300 N. 8th and to avoid future excavation and costs to install the proper fill with compaction. The fill would be monitored by TranSystems to ensure it meets specifications. The fill cost is \$8,200.00 plus \$1,000.00 for the compaction inspections to meet specified standards.

FINANCIAL INFORMATION It is proposed to utilize proceeds from the auction at 300 N. 8th Street to fund the majority of the additional costs.

SUGGESTED MOTION I move to approve the compacted fill for the former basement area of 300 N. 8th Street as part of the demolition.

SUPPORTING DOCUMENTS

1. MEGA - 08182022

MEGA LLC.

2950 CR 3800
INDEPENDENCE, KS 67301
620-331-9209

Invoice

Date	Invoice #
8/9/2022	

Bill To	BTD
City of Independence	

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Charge TO BACKFILL ELKS CLUB Basement with LVC SOIL, Packed in PLACE. TESTING BY CITY		8200 ⁰⁰
Total			\$0.00



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 25, 2022

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider approving bidding for the Southeast Lift Station construction.

SUMMARY RECOMMENDATION Authorize bidding.

BACKGROUND In late 2021, the Commission approved TranSystems to conduct engineering for the reliability improvements at the Southeast Lift Station. The engineering is complete and documents are attached.

The primary purpose of the project is to increase the reliability of the station by making use of higher-reliability pumps as well as making the necessary mechanical changes so the station can be properly cleaned for maintenance.

FINANCIAL INFORMATION This project will be funded with budgeted Water & Sewer funds.

SUGGESTED MOTION I move to allow bidding for the Southeast Lift Station modifications with bids due at 2:00pm on Thursday, September 15, 2022.

SUPPORTING DOCUMENTS

1. Contract Documents
2. SE Lift Modifications Plans

Contract Documents and Specifications

for

SOUTHEAST LIFT STATION MODIFICATIONS

**City of Independence
Montgomery County, Kansas**

Prepared by:



INSTRUCTIONS TO BIDDERS.....0100

BIDS will be received by The City of Independence, Kansas (herein called the Owner), at the office of the City Clerk, 811 West Laurel Street, Independence, Kansas, until _____ and then publicly opened and read aloud in City Hall.

Each BID must be submitted in a sealed envelope, addressed to City Clerk, 811 West Laurel Street, Independence, Kansas 67301.

Each sealed envelope containing a BID must be plainly marked on the outside as **BID for Southeast Lift Station Modifications** and the envelope should bear on the outside the name of the BIDDER, his address, his license number, if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to City Clerk, 811 West Laurel Street, Independence, Kansas .

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required. The electronic submittal of bids or bid amendments will not be allowed.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and review of the drawings and specifications, including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities, the nature of the WORK to be performed, or the extent of responsibilities and risks to be assumed in that performance.

The OWNER shall provide to the BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

The OWNER, within fourteen (14) days, exclusive of Sundays and holidays, of the receipt of acceptable INSURANCE CERTIFICATES, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the OWNER.

NOTICE TO PROCEED shall be issued within THIRTY (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional, or qualified BID, or tied Bids will not be accepted.

The BIDDER submitting the lowest TOTAL BID AMOUNT will be designated Apparent Low Bidder. Contract will be awarded to the lowest responsive responsible Bidder on the basis of the lowest Total Bid Amount and having provided the necessary Bid Schedule, and other Bid Documents. The Total Bid Amount shall be determined by the summation of the Extended Totals for each bid item. Extended totals shall be determined by the Item Bid price written in words for lump sum bid items and the Item Bid price written in words multiplied by the number of units for the unit bid items. In all instances, the Item Bid price written in words shall take precedence over other prices written either in words or numerals. Bids received without Item Bid Prices written in words will be adjudged non-responsive.

Project activities will take place in previously disturbed areas and will not involve significant ground disturbance. However, out of respect for Tribal entities, construction contracts will include a condition that if archeological sites or human remains are discovered during project construction, that portion of the project shall stop immediately and the project manager shall notify the City of Independence, who in turn will notify THPO. The City of Independence will then resume its responsibilities pursuant to 36 CFR 800.13(b)

If during the course of construction, evidence of deposits of historical or archeological interest is found, the contractor shall cease operations affecting the find and shall notify the owner who shall notify the Kansas Department of Health and Environment and the Executive Director, Kansas' State Historical Society, 6425 SW 6th, Topeka, Kansas 66615. No further disturbance of the deposits shall ensue until he contractor has been notified by the owner that he may proceed. The owner will issue a notice to proceed only after the State official has surveyed the find and made a determination to Kansas Department of Health and Environment and the owner. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

The successful bidder shall secure the right of entry to the project site for representatives of the Kansas Department of Health and Environment, so they may have access to the work whenever it is in preparation or progress and also any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examinations, excerpts and transcriptions. Proper facilities and safe conditions must be provided for access and inspections, including advice regarding site safety procedures and programs to allow compliance.

Attention of bidders is called to the requirements as to conditions of employment to be observed and Federal prevailing wage rates to be paid under the contract, Section 3 of the 1968 Housing Act, Segregated Facility, Section 109 of the 1974 Housing and Community Development Act and Executive Order 11246, Housing and Community Development Act of 1964 and the Civil Rights Act of 1964.

Bidders on this work will be required to comply with the presidents Executive Order No. 11246 (Equal Employment Opportunity) as amended. Requirements for bidders and contractors under this order are explained in the specifications.

Bidder must fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions. Contractors, subcontractors, or suppliers that appear on the Excluded Parties List System at www.sam.gov are not eligible for award of any contracts funded by the KDHE State Revolving Fund programs.

All contracts and subcontracts exceeding \$100,000, at any tier under a SRF Loan Agreement shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above.

Bidders on this work, including sub-contractors or vendors, will be required to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et. Seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et. Seq.)

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS AND SUBCONTRACTORS when requested to do so by the OWNER.

The ENGINEER is TranSystems, 115 South 6th Street, Suite B, Independence, Kansas, 67301. Contact Shawn Turner, PE sdturner@transystems.com

BID.....00301

PROPOSAL of _____,

hereinafter referred to as BIDDER,

- * a corporation arranged under the laws of the State of Kansas
- * a partnership consisting of
- * an individual d/b/a

TO: The City of Independence, Kansas, referred to as OWNER,

In response to your Invitation to Bid and having carefully examined the drawings, specifications, related contract documents, all addenda thereto, the project site and conditions related thereto, the BIDDER hereby proposes to perform all work for Southeast Lift Station Modifications in strict accordance with these Contract Documents, within the period(s) of time set out herein, and for the price(s), stated hereinafter.

By submission of this Bid, BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication, agreement, collusion, or understanding with any other Bidder submitting a Bid for this Project.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within fourteen (14) consecutive calendar days, after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, Insurance Certificates, and all other documents as required in these documents.

As bid security, BIDDER provides herewith, *Bid Bond, *Cashier's check, *Certified check, in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established. BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

BIDDER, in submitting this Bid, agrees to commence work under the Agreement on or before a date to be specified in the Notice to Proceed and to complete the Agreement by the calendar completion date as stated in the agreement. BIDDER acknowledges understanding of terms for liquidated damages as provided by Section 15 of the General Conditions, and agrees to pay liquidated damages in the amount(s) and by the term(s) established in the Agreement, without condition or recourse.

BIDDER acknowledges receipt of the following ADDENDA:

NO.

DATE

BID SCHEDULE

Bid Prices shall be written in both word and numerals. In case of discrepancy, the bid price as written in words shall govern. Bidder understands and acknowledges in offering this Bid that the bid price in the Bid Schedule represents a summary price of all major items of construction required for the proposed work. Bidder further assures and acknowledges that each unit or lump sum bid price includes the cost of all adjacent, incidental, related, and companion items which are shown on the drawings, called for in the specifications, or otherwise necessary to provide a complete and functioning facility.

The OWNER reserves the right to increase, decrease, or delete from the Project quantities of work at the Unit Bid Price or Lump Sum Price in order to bring the total contract price to the budgeted project expenditures.

BID SCHEDULE

Part A, Lakeview Lift Station

<u>Item No.</u>	<u>Units</u>	<u>Prices Written in Words</u>	<u>Dollars Cents</u>	<u>Dollars Cents</u>
1-1	1 LS	Mobilization Complete & in Place _____ _____/LS	\$ _____	\$ _____
1-2	1 LS	Pumping and Cleaning of existing wet well. Complete & in Place _____ _____/LS	\$ _____	\$ _____
1-3	1 LS	Contractor Construction Staking Complete & in Place _____ _____/LS	\$ _____	\$ _____
1-4	1 LS	Modification to SE Lift Station Structure. Including piping and concrete. Complete and in Place _____ _____/LF	\$ _____	\$ _____
1-5	1 LS	Modification to electrical system Complete and in Place _____ _____/LF	\$ _____	\$ _____
1-6	1 LS	Installation of new guiderails. Complete and in Place _____ _____/EA	\$ _____	\$ _____

1-7	1	LS	Installation of new pumps (City Supplied pumps) Complete and in Place _____ _____/LS	\$ _____	\$ _____
1-8	1	LS	System start up and testing. Complete and in Place _____ _____/LS	\$ _____	\$ _____

Total Base Bid Amount, Southeast Lift Station Modifications

_____ Dollars (\$ _____)

Amounts are to be shown in both words and figures. In case of discrepancy, the amounts written in words will govern.

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of all major components of construction required; and is set forth to facilitate the comparison of bids; and to provide a basis for any future negotiations that may be necessary.

BIDDER further understands and acknowledges that the bids on the different items on the Bid Schedule must be balanced within reasonable limits.

Respectfully submitted,

ATTEST: _____

Name of Contractor

By _____

Title

Address (Including Zip Code)

(SEAL)
(If Bid is a Corporation)

BID BOND**00409**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
4. _____ as Surety, are hereby
held and firmly bound unto The City of Independence, Kansas, as OWNER, in the penal sum of _____
_____.

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns.

Signed this _____ day of _____, 2020.

The Condition of the above obligation is such that whereas the principal has submitted to The City of Independence, Kansas, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of Southeast Lift Station Modifications NOW, THEREFORE,

- (a) If said BID shall be rejected,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

AGREEMENT

00500

THIS AGREEMENT, made this _____ day of _____, 2022, by and between The City of Independence, Kansas, hereinafter called "OWNER" and _____ doing business as a _____ hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Sewer System Improvements.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date as stipulated in the NOTICE TO PROCEED and will complete all items of work for the project within **60 Calendar Days** from the date the Notice to Proceed is issued, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS; the CONTRACTOR shall complete the final cleanup and final punch list within **30 Calendar Days** from the date of the Substantial Completion being issued.

4. The CONTRACTOR agrees to pay, without condition or recourse, as liquidated damages to the Owner the sum of One Thousand and 00/100 dollars (\$1000.00) for each consecutive calendar day after the stated DATE OF COMPLETION or extension thereto that the CONTRACTOR shall be in default as provided in SECTION 15 of the General Conditions. CONTRACTOR further agrees to reimburse the subcontractors, suppliers, engineers, inspectors, and other contractors of the OWNER for costs incurred and/or damages suffered by reason or reasons attributable to the CONTRACTOR's failure to complete the CONTRACT by the completion date, or extensions thereof, as provided by Section 15 of the General Conditions. Said liquidated damages and payments shall be withheld from the payments due the contractor. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Invitation to Bid
- (B) Instructions to Bidders
- (C) Bid
- (D) Agreement Form
- (E) General Conditions of the Contract
- (F) Supplementary Conditions
- (G) Payment Bond
- (H) Performance Bond
- (I) Notice of Award
- (J) Notice to Proceed
- (K) Drawings prepared by TranSystems
- (L) Specifications prepared by TranSystems
- (M) Addenda:

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER: City of Independence

By: _____

Name: _____

(SEAL)
ATTEST: _____

Name _____

Title _____

CONTRACTOR:

By
Name: _____
(Please type)

(SEAL)
ATTEST: _____

Name _____

Title _____

NOTICE OF AWARD00501

TO:

PROJECT Description: **Southeast Lift Station Modifications.**

The OWNER has considered the BID submitted by you for the above described WORK.

You are hereby notified that your BID in the amount of _____
has been accepted.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within fourteen (14) consecutive calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and INSURANCE CERTIFICATES within fourteen (14) consecutive calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____

City of Independence, Kansas

By _____

ACCEPTANCE OF NOTICE: Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____

this the _____ day of _____, 2022.

By _____

Title _____

**NOTICE TO
PROCEED**

.....00502

TO:

DATE: _____

PROJECT: **Southeast Lift Station Modifications**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____ and you are to complete the WORK within **60 Calendar Days** from the date the Notice to Proceed is issued. The completion of all final cleanup and punch item list shall be within **30 Calendar Days** from the date of the Substantial Completion being issued.

CITY OF INDEPENDENCE, KS

By _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this the _____ day

of _____, 2022

By _____

Title _____

PERFORMANCE BOND

00610

KNOW ALL MEN BY THESE PRESENTS: that

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF INDEPENDENCE

hereinafter called OWNER, in the penal sum of

_____ dollars (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2022, a copy of which is hereto attached and made a part hereof for the construction of: **Southeast Lift Station Modifications.**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2022.

ATTEST:

By _____ Principal _____ (s) (Seal)

(Witness as to Principal) (Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

to Surety) By _____ (Witness
Attorney-In-Fact

(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

STATUTORY PAYMENT BOND

00612

(For Use in Kansas - Secs. 60-1412 to 1414, and 19-214, 19-1511, 19-1538, Gen. Sts. Kansas.)

4. KNOW ALL MEN BY THESE PRESENTS: That we
_____ of _____, as Principal, and
_____ a corporation organized and existing under the laws of the State of
_____ as Surety, are hereby held and firmly bound unto the STATE OF KANSAS in the sum of

_____ lawful money of the United States of America, for the use and benefit of all persons entitled thereto, for the payment of which well and truly to be made, we hereby bind ourselves, our successors, heirs, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, the said has entered into a written contract with the CITY OF INDEPENDENCE, KANSAS dated _____ for the Southeast Lift Station Modifications, according to the contract and specifications attached hereto and made a part hereof.

NOW THEREFORE, if the said _____ Contractor, or the subcontractors of said Contractor shall pay all indebtedness incurred for supplies, materials, or labor furnished, used or consumed in connection with or in or about the construction of said building or in making such improvements, including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly in furtherance of such improvement, then this obligation to be null and void; otherwise to remain in full force and effect.

The said surety for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations or this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to said contract, work, or specifications.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered this _____ day of _____, 2022.

Surety

Principal

By

By

Title

Title

SUMMARY OF WORK-----01010

1. GENERAL

- 1.1 The work consists of furnishing all labor, materials, equipment, testing, tools, and supervision to complete the modifications to the Southeast Lift Station as shown on the plans.
- 1.2 The work consists of piping, concrete and electrical modifications necessary to support larger pump installation. The work also includes the installation of two pumps supplied by the City.

2. LOCATION

- 2.1 In the City of Independence, Kansas.

3. ACCESS

- 3.1 Access by the Contractor and/or his employees to the site(s) is available via public roads. The Contractor will be responsible for determining the need for temporary access to private property and making arrangements with property owners for temporary access.

4. PERMITS

- 4.1 The Contractor shall secure all necessary permits from respective authorities.

INSTRUCTIONS TO BIDDERS.....0100

BIDS will be received by The City of Independence, Kansas (herein called the Owner), at the office of the City Clerk, 811 West Laurel Street, Independence, Kansas, until _____ and then publicly opened and read aloud in City Hall.

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Each sealed envelope containing a BID must be plainly marked on the outside as **BID for Southeast Lift Station Modifications** and the envelope should bear on the outside the name of the BIDDER, his address, his license number, if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to City Clerk, 811 West Laurel Street, Independence, Kansas .

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required. The electronic submittal of bids or bid amendments will not be allowed.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and review of the drawings and specifications, including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities, the nature of the WORK to be performed, or the extent of responsibilities and risks to be assumed in that performance.

The OWNER shall provide to the BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

The OWNER, within fourteen (14) days, exclusive of Sundays and holidays, of the receipt of acceptable INSURANCE CERTIFICATES, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the OWNER.

GENERAL CONDITIONS00700

- | | |
|--|---|
| 1. Definitions | 17. Subsurface Conditions |
| 2. Additional Instructions & Detail Drawings | 18. Suspension of Work, Termination & Delay |
| 3. Schedules, Reports & Records | 19. Payments to Contractor |
| 4. Drawings & Specifications | 20. Acceptance of Final Payment as Release |
| 5. Shop Drawings | 21. Insurance |
| 6. Materials, Services & Facilities | 22. Contract Security |
| 7. Inspection & Testing | 23. Assignments |
| 8. Substitutions | 24. Indemnification |
| 9. Patents | 25. Separate Contracts |
| 10. Surveys, Permits, Regulations | 26. Subcontracting |
| 11. Protection of Work, Property, Persons | 27. Engineer's Authority |
| 12. Supervision by Contractor | 28. Land & Rights-of-Way |
| 13. Changes in the Work | 29. Guaranty |
| 14. Changes in Contract Price | 30. Taxes |
| 15. Time for Completion & Liquidated Damages | |
| 16. Correction of Work | |

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

1.2 ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID: The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER: Any person, firm, or corporation submitting a BID for the WORK.

1.5 BONDS: Bid, Performance, and Payments Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER: A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS: The Contract, including Advertisement For Bids, Information For Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS and ADDENDA.

1.8 CONTRACT PRICE: The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME: The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR: The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS: The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the Engineer.

1.12 ENGINEER: The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER: A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD: The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED: Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT: The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the ENGINEER who is assigned to the PROJECT site or any part thereof by the Owner.

1.19 SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS: A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction system standards and workmanship.

1.21 SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION: That date as certified by the ENGINEER when the construction of the PROJECT is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT can be utilized for the purposes for which it is intended. At the date of substantial completion, all waivers and Releases of Lien and Contractor's Certificates have been delivered to the OWNER as required by the Supplementary Conditions, and all facilities shall have been placed in the start-up phase for the purpose of testing equipment to assure compliance with the DRAWINGS and SPECIFICATIONS.

1.23 SUPPLEMENTAL GENERAL CONDITIONS: Modifications to General Conditions required a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER: Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK: All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 **WRITTEN NOTICE:** Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS, AND RECORDS:

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 At the pre-construction conference the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.

3.3 The CONTRACTOR shall also submit, at the pre-construction conference, a schedule of payment that he anticipates he will earn during the course of the WORK. The monthly schedule of estimated payments shall be submitted within 30 days after initiation of construction, shall apply equally to subcontractors, and shall be updated any time there is a variation of more than 10 percent.

3.4 Expressed or implied approval of the schedules required by Paragraphs 3.1 through 3.3 does not relieve the Contractor from the responsibility for errors and omissions in the schedule, nor from responsibility for complying with the requirements of this contract.

4. DRAWINGS AND SPECIFICATIONS:

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR's risk.

4.4 Any item provided on any DRAWING is required to be installed at the appropriate place by the CONTRACTOR. An omission on one or more DRAWINGS of a particular detail or item shall not be interpreted as a deletion of that item. For reasons of clarity, not all items are shown on all DRAWINGS. (i.e., structural drawings may not show electrical or mechanical details, etc.). The CONTRACTOR shall assume overall responsibility for reviewing and being thoroughly familiar with all items shown on any and all DRAWINGS, and coordinating the efforts of various personnel and subcontractors (including dissemination of all required drawings to appropriate subcontractors, etc.) to insure proper placement of all items.

5. SHOP DRAWINGS:

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER's review, SHOP DRAWINGS shall bear the CONTRACTOR's certification that he has reviewed, checked, and approved the SHOP DRAWINGS, and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

5.4 All required submittals of SHOP DRAWINGS and manufacturer's literature and manufacturer's certifications shall commence to be delivered to the ENGINEER upon receipt by the CONTRACTOR of the Notice to Proceed and all submittals shall have been delivered to the ENGINEER within thirty (30) calendar days from the date of the Notice to Proceed. Within ten (10) calendar days of receipt by the ENGINEER, ENGINEER shall review and return to the CONTRACTOR corrected or approved submittal. Three (3) copies of the submittal shall be retained by the ENGINEER.

5.5 All submittals which are not approved or corrected by the ENGINEER shall be resubmitted by the CONTRACTOR within sixty (60) days from receipt by the CONTRACTOR of the corrected or rejected submittal.

5.6 Within thirty (30) days from receipt by the CONTRACTOR of approved submittal, six (6) copies of the manufacturer's literature and six (6) copies of a complete and detailed operation and maintenance manual, as written by the manufacturer, and covering all equipment components, shall be delivered to the ENGINEER.

5.7 Non-compliance by the CONTRACTOR of submittal requirements and/or time periods stated in paragraphs 5.4, 5.5, and 5.6 may result in immediate suspension of payments to the CONTRACTOR until such requirements are complied with.

5.8 The ENGINEER, RESIDENT PROJECT REPRESENTATIVE, or the OWNER shall assume no responsibility for checking schedules or layout drawings for exact size, exact number, or quantity, positioning of items, or compatibility of adjacent and comparison items. Sole responsibility shall rest with the CONTRACTOR.

6. MATERIALS, SERVICES, AND FACILITIES:

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the Seller.

6.6 The CONTRACTOR warrants to the OWNER and the ENGINEER that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all WORK, including materials and equipment will be of good quality, free from faults and defects and in conformance with the CONTRACT DOCUMENTS. All WORK not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

7. INSPECTION AND TESTING:

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing, or approval.

7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will, at all times, have access to the WORK. In addition, authorized representatives of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR's expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER/ARCHITECT's request, will uncover, expose, or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS:

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS:

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS:

10.1 The OWNER shall furnish all boundary surveys, and a series of bench marks. The CONTRACTOR shall establish all base lines for locating the components and elements of the WORK. Upon establishing all base lines, but prior to proceeding with construction utilizing the baselines, the CONTRACTOR shall give notice of same to the RESIDENT PROJECT REPRESENTATIVE. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, elevations, and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points, and stakes, and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL

CONDITIONS. Permits, licenses, and easements for permanent structures, or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS:

11.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify Owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury, or loss to any property caused, directly, or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER/ ARCHITECT or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be requested to cover the changes and deviations involved.

11.4 Visits to the construction site and observations made by the ENGINEER or RESIDENT PROJECT REPRESENTATIVE shall not relieve the CONTRACTOR of his obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the CONTRACT DOCUMENTS and shall not relieve the construction CONTRACTOR of his full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto.

12. SUPERVISION BY CONTRACTOR:

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK:

13.1 The OWNER may, at any time as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER also may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. Unless there exists a previously approved method of pricing the CHANGE ORDER (i.e., unit prices, etc.), said documentation shall include a complete and detailed breakdown of all direct and indirect costs including estimates of manhours and labor costs, materials, supplies, and equipment costs, as evidenced by written statements from suppliers and subcontractors, and other services necessary to complete the work. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

13.3 Acceptance of a CHANGE ORDER by the CONTRACTOR shall preclude any claims by the CONTRACTOR at a later date for additional compensation for "unforeseen" costs related to the CHANGE ORDER. A CONTRACT PRICE change set forth in an approved CHANGE ORDER shall represent all present and future costs directly and/or indirectly related to the performance of the change. The following language shall be included in all CHANGE ORDERS.

"This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this CHANGE ORDER, the CONTRACTOR agrees that the CHANGE ORDER represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of or as a result of this change."

14. CHANGES IN CONTRACT PRICE:

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual direct cost of labor, materials, supplies, equipment, and other services necessary to complete with WORK. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual direct cost of the WORK to cover the cost of all field office and home office overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed by and between the CONTRACTOR and the OWNER that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.3.1 In addition to paying liquidated damages to the OWNER, the CONTRACTOR shall reimburse engineers, inspectors, suppliers, manufacturers, and other contractors and subcontractors damages suffered by reason of delays attributable to failure by the CONTRACTOR to complete the PROJECT, or a specified portion of the PROJECT within the CONTRACT TIME.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority, or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in Paragraphs 15.4.1 and 15.4.2 of this article.

15.5 Under no circumstances shall the CONTRACTOR be paid for damages due to unforeseeable delays described in Subparagraphs 15.4.2 and 15.4.3. Neither the OWNER nor the ENGINEER shall be held responsible for any delays to the progress of the CONTRACTOR's work, resulting from the causes listed in Subparagraphs 15.4.2 and 15.4.3, including DIFFERING SITE CONDITIONS. The only remedy to the CONTRACTOR for legitimate unforeseeable project delays, as determined by the OWNER shall be the granting of an extension of the CONTRACT TIME by the OWNER as set forth in Paragraph 13.2.

16. CORRECTION OF WORK:

16.1 The CONTRACTOR shall promptly remove from the premises all work rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) consecutive calendar days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

16.3 The CONTRACTOR shall be held totally responsible for insuring that the completed project is free from all defects due to faulty materials, equipment, and workmanship for a period of one (1) year from the date of FINAL ACCEPTANCE of the entire project. If the CONTRACTOR fails, for any reason, to promptly repair or replace any faulty component of the project, the OWNER may cause the necessary work to be done and either deduct the total cost thereof from the CONTRACTOR's retainage, or draw directly upon the CONTRACTOR's Irrevocable Letter of Credit. If the cost incurred by the OWNER exceeds the amount retained, or the amount set forth in the CONTRACTOR's Irrevocable Letter of Credit, the CONTRACTOR shall pay the difference to the OWNER.

17. SUBSURFACE CONDITIONS:

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS: or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an extension of the CONTRACT TIME if directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the WORK, or if he disregards authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK IS FINISHED. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR's services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days WRITTEN NOTICE to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME, or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

If the suspension, delay, or interruption is the result of unforeseeable causes beyond the control and without the fault or negligence of the OWNER or ENGINEER, including but not restricted to, acts of God, or of the public enemy, acts of another CONTRACTOR, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, abnormal and unforeseeable weather, and differing site conditions, the CONTRACTOR shall be entitled only to an extension of CONTRACT TIME and not CONTRACT PRICE.

19. PAYMENTS TO CONTRACTOR:

19.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. Each partial payment estimate shall include the following certification and declaration by the CONTRACTOR, set forth in Subparagraphs 19.1.1 and 19.1.2.

19.1.1 The undersigned CONTRACTOR certifies that to the best of his knowledge, information, and belief, the WORK covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for WORK for which previous

Certificates for Payment were issued and payments received from the OWNER, and that current payment shown herein is now due.

19.1.2 I hereby declare that I have not, during the period covered by this Application, performed any work, furnished any material, sustained any loss, damage, or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the OWNER or its agents, and the OWNER's ENGINEER or its agents, in addition to the regular items set forth in the Contract as dated above executed between myself and the OWNER, and in the CHANGE ORDERS for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There is/is not an itemized statement attached. (STRIKE ONE)

19.2 The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate after which time the ENGINEER will have an additional ten (10) days to review. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate.

19.2.1 The CONTRACTOR shall submit progress payment requests monthly.

19.2.2 The OWNER shall retain ten percent (10%) of the amount of each payment for the project until the work has been satisfactorily completed. After ninety percent (90%) of the work has been completed, the OWNER may, if he finds that satisfactory progress is being made, reduce the retainage to five percent (5%) of all payments claimed.

19.2.3 At the time of SUBSTANTIAL COMPLETION of the project, the retainage shall be reduced to one percent (1%).

19.3 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.4 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.5 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.6 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the appropriate payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS.

19.7 The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER's request, and at any time during the course of the PROJECT, furnish satisfactory evidence that all obligations of the

nature designated above, have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.8 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR. The legal rate of interest shall be as specified in VAMS 408.020.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance Bond and Payment Bonds.

21. INSURANCE:

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR's execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under worker's Compensation, disability benefit, and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

21.3.1 Unless otherwise deemed acceptable by the OWNER, the CONTRACTOR's General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident and a limit of liability of not less than \$2,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof, for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR's surety from obligations under the CONTRACT DOCUMENTS to fully complete the project.

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Worker's Compensation Insurance, including occupational disease provisions for all of his employees at the site of the PROJECT and in case any work on sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Worker's Compensation Insurance including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Worker's Compensation statute, the CONTRACTOR shall provide and shall cause each SUBCONTRACTOR to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure "All Risk" type Builder's Risk Insurance for WORK to be performed. The amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22. CONTRACT SECURITY:

22.1 The CONTRACTOR shall, within ten (14) days after the receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If, at any time, a surety of any such BOND is declared a

bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, the CONTRACTOR shall, within ten (14) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS:

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION:

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR and SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under Worker's Compensation acts, disability benefit acts, or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

25. SEPARATE CONTRACTS:

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional work by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that

the performance of such additional WORK by the OWNER or others entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING:

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of fifty percent (50%) of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY:

27.1 The ENGINEER shall act as the OWNER's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not assume responsibility for the construction means, control, techniques, sequences, procedures, or construction safety. Notwithstanding any reference to any rule, regulation or guideline, the required and/or implied duty of the ENGINEER to conduct construction review of the CONTRACTOR's performance does not, and is not intended to, result in the assumption of any responsibility by the ENGINEER for review of the adequacy of the CONTRACTOR's safety measures in, on, or near the construction site.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY:

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the land owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER, any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY:

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of FINAL ACCEPTANCE of the entire project by the OWNER. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of FINAL ACCEPTANCE of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. This obligation shall survive termination of the Contract. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to promptly make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER, after notification to the CONTRACTOR, may do so and charge the CONTRACTOR the cost thereby incurred, including but not limited to costs of labor, materials, supplies, and equipment incurred by the OWNER. The Performance Bond shall remain in full force and effect through the guarantee period.

30. TAXES:

30.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the work is performed.

SUMMARY OF WORK-----01010

1. GENERAL

- 1.1 The work consists of furnishing all labor, materials, equipment, testing, tools, and supervision to complete the new construction including: site grading, new lift station, wet well, valve vault, electrical, stand by generator, construct sanitary sewers, force mains and related items to complete the project.

2. LOCATION

- 2.1 In the City of Independence, Kansas.

3. ACCESS

- 3.1 Access by the Contractor and/or his employees to the site(s) is available via public roads. The Contractor will be responsible for determining the need for temporary access to private property and making arrangements with property owners for temporary access.

4. PERMITS

- 4.1 The Contractor shall secure all necessary permits from respective authorities.
- 4.2 The Contractor will submit their erosion control plan to KDHE and the Engineer prior to starting work.

5. MEASUREMENT AND PAYMENT

- 5.1 Measurement: Shall be measured as completed, functioning elements listed in the proposal.
- 5.2 Payment: Shall be paid for at the unit or lump sum prices stated in the proposal and shall be total compensation for all labor, material, equipment, supervision, incidentals, and appurtenances.

1. GENERAL

- 1.1 Suppliers and manufacturers other than those listed herein wishing to have their equipment and materials considered may submit literature and data describing their products to the Engineer for review up to fourteen (14) calendar days prior to the date of bid opening. Documentation received after the fourteen (14) days prior to the bid opening date will not be considered.
- 1.2 The Engineer will review submittal of alternate equipment and material. Those items determined by the Engineer to conform to the specifications and receiving his approval may be considered as alternate items for the project. Written notification will be provided to the prospective bidders of approved alternates.
- 1.3 Alternate equipment and material will generally be deemed equal to specified equipment and materials provided that:
 - 1.3.1 The alternate is determined by the Engineer to be of equal quality, function, performance, and reliability to the specified item. In this case, it will be assumed that the cost is less than the item specified.
 - 1.3.2 The alternate is superior to the item specified. In this case, it will be assumed that the cost is more than the item specified.
- 1.4 Alternate items will not be considered unless, in the opinion of the Engineer, it conforms to the drawings and specification in all respects, except for make and manufacturer.
- 1.5 When manufacturer's names are used, they are used to establish a standard, and the words "of equal", if not stated are implied.

1. GENERAL

- 1.1 This section includes the submittal by the contractor, of the following information to the Engineer. Related specifications include Section 0700, General Conditions and 01700, Alternates.

- 1.1.1 Construction progress schedules
- 1.1.2 Submittal procedures
- 1.1.3 Shop Drawings
- 1.1.4 Product data
- 1.1.5 Manufacturers' instructions
- 1.1.6 Manufacturers' certificates
- 1.1.7 Construction photographs.

1.2 CONSTRUCTION PROGRESS SCHEDULES

- 1.2.1 Submit initial progress schedule in triplicate within 10 days after date of Owner-Contractor Agreement for Owner review.
- 1.2.2 Revise and resubmit as required
- 1.2.3 Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of work at each submission.
- 1.2.4 Submit a horizontal bar chart with separate in for each major section of work or operation identifying first work day of each week, or other OWNER accepted chart.
- 1.2.5 Show complete sequence of construction by activity, identifying work or separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- 1.2.6 Indicate estimated percentage of completion for each item of work at each submission.
- 1.2.7 Indicate submittal dates required for Shop Drawings, product data, samples, and product delivery dates.

1.3 SUBMITTAL PROCEDURES

- 1.3.1 Transmit each submittal with Engineer provided form.
- 1.3.2 Subsequently number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- 1.3.3 Identify project, Contractor, subcontractor or supplier; pertinent drawing sheet and detail number(s), and specification Section number, as appropriate.

- 1.3.4 Apply Contractor's approval stamp, signed, certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and contract documents.
- 1.3.5 Schedule submittals to expedite the project, and deliver to Engineer at pre-construction conference. Coordinate submission of related items.
- 1.3.6 Identify variations from contract documents and product or system limitations which may be detrimental to successful performance of the completed work.
- 1.3.7 Provide space for Contractor and Engineer review stamps.
- 1.3.8 Revise and resubmit submittals as required. Identify all changes made since previous submittal.
- 1.3.9 Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- 1.4 SHOP DRAWINGS
 - 1.4.1 Submit the number of opaque reproductions which Contractor requires, plus four (4) copies which will be retained by Engineer.
 - 1.4.2 After review, reproduce and distribute in accordance with Article 1.3 Submittal Procedures above and for record documents.
- 1.5 PRODUCT DATA
 - 1.5.1 Submit the number of copies which the Contractor requires, plus four copies which will be retained by the Engineer.
 - 1.5.2 Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this project.
 - 1.5.3 After review, reproduce and distribute in accordance with Article 1.3 Submittal Procedures above and provide copies for record documents.
- 1.6 MANUFACTURER'S INSTRUCTIONS
 - 1.6.1 When specified in individual specification sections, submit manufacturers' printed instructions for delivery, storage, and installation in quantities specified for product data.
 - 1.6.2 Identify conflicts between manufacturers' instructions and contract documents.
- 1.7 MANUFACTURER'S CERTIFICATES
 - 1.7.1 When specified in individual specification sections, submit manufacturers' certificate to Engineer for review in quantities specified for product data.
 - 1.7.2 Indicate material or product conforms to or exceed specified requirements. Submit support reference data, affidavits, and certifications as appropriate.

- 1.7.3 Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.

1.8 CONSTRUCTION PHOTOGRAPHS

- 1.8.1 Provide photographs of a quality acceptable to Engineer.
- 1.8.2 Submit three representative prints of photos taken by the selected photographer for approval of the photographer's qualifications to Engineer prior to taking the first photographs.
- 1.8.3 Photograph Criteria:
 - 1.8.3.1 Aesthetic composition
 - 1.8.3.2 Digital format
- 1.8.4 Produce pre-construction photographs
 - 1.8.4.1 Engineer to advise photographer as to what to photograph.
- 1.8.5 Produce construction photographs
 - 1.8.5.1 Engineer to advise photographer as to what to photograph.
- 1.8.6 Produce post construction photographs.
 - 1.8.6.1 Engineer to advise photographer as to what to photograph.
- 1.8.7 Submit to Engineer:
 - 1.8.7.1 One 3-ring photograph album containing:
 - 1. Color prints of all exposures protected in professional enclosures.
 - 2. Identify each print on back with label describing the view, name of project, name of Contractor and date of photograph.
 - 3. Negatives of all exposures protected in professional enclosures.
 - 4. Identify each negative with label affixed to the negative enclosure. Describe the view, name of project, name of Contractor, and date of photograph.
 - 5. Label 3-ring album cover with project title.
 - 1.8.7.2 One 3-ring photograph album containing:
 - 1. Color prints of all exposures protected in professional enclosures.
 - 2. Identify each print on back with label describing the view, name of project, name of Contractor, and date of photograph.
 - 3. Label 3-ring album cover with project title.

TESTING LABORATORY SERVICES FOR QUALITY CONTROL.....01400

1. GENERAL

- 1.1 The scope of quality control services is specified within the various divisions and shall include, but not be limited to, services for soils, concrete, steel, chemical analysis, bacteriological analysis, welding, and electrical.

2. REPORTS

- 2.1 Submit written report of each test and inspection, two copies each to owner, Engineer, and Contractor.
Each report shall include:
- 2.1.1 Date issued;
 - 2.1.2 project title and number;
 - 2.1.3 testing laboratory name, address, and telephone number;
 - 2.1.4 name and signature of laboratory inspector;
 - 2.1.5 date and time of sampling or inspecting;
 - 2.1.6 record of temperature and weather conditions;
 - 2.1.7 date of test;
 - 2.1.8 identification of product and specification section;
 - 2.1.9 location of sample or test in the project;
 - 2.1.10 type of inspection or test;
 - 2.1.11 results of test and compliance with Contract Documents;
 - 2.1.12 interpretation of test results that indicate unsatisfactory conditions

3. MEASUREMENT AND PAYMENT

- 3.1 Laboratory services shall be considered incidental to the performance and perfection of this contract and shall not be paid for or measured as a separate pay item.

MATERIALS AND EQUIPMENT.....01600

1. GENERAL

The work of this section shall include naming approved manufacturers of the major equipment.

<u>Equipment/Unit</u>	<u>Approved manufacturer/Supplier</u>
Pumps	KSB
Controls & Instrumentation	Arc Armor Series by Primex or approved equal

2. SUBMITTALS

The requirements of Section 01300, Submittals, shall apply for all equipment.

3. ALTERNATE EQUIPMENT

The requirements of Section 01700, Alternates, shall apply for equipment other than those listed above to be considered.

ALTERNATES.....01700

1. GENERAL

- 1.1 Suppliers and manufacturers other than those listed herein wishing to have their equipment and materials considered may submit literature and data describing their products to the Engineer for review up to fourteen (14) calendar days prior to the date of bid opening. Documentation received after the fourteen (14) days prior to the bid opening date will not be considered.
- 1.2 The Engineer will review submittal of alternate equipment and material. Those items determined by the Engineer to conform to the specifications and receiving his approval may be considered as alternate items for the project. Written notification will be provided to the prospective bidders of approved alternates.
- 1.3 Alternate equipment and material will generally be deemed equal to specified equipment and materials provided that:
 - 1.3.1 The alternate is determined by the Engineer to be of equal quality, function, performance, and reliability to the specified item. In this case, it will be assumed that the cost is less than the item specified.
 - 1.3.2 The alternate is superior to the item specified. In this case, it will be assumed that the cost is more than the item specified.
- 1.4 Alternate items will not be considered unless, in the opinion of the Engineer, it conforms to the drawings and specification in all respects, except for make and manufacturer.
- 1.5 When manufacturer's names are used, they are used to establish a standard, and the words "of equal", if not stated are implied.

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. MATERIALS

- 2.1 None specified.

3. EXECUTION

- 3.1 Use of Premises: Store apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work so as to not unduly interfere with the progress of the work.
- 3.2 Cleaning During Construction:
 - 3.2.1 Execute periodic cleaning activities to ensure that right-of-way and public properties are maintained free from accumulations of waste materials and rubbish.
 - 3.2.2 Entirely remove and dispose of material or debris during the progress of the work that has washed into or has been placed in water courses, ditches, gutters, drains, catch basins, or elsewhere as a result of the contractor's operations.
 - 3.2.3 Wet down dry materials and rubbish to lay dust and prevent blowing dust.
 - 3.2.4 At reasonable intervals during the progress of work, clean the site and dispose of waste materials, debris, and rubbish.
 - 3.2.5 Clean up frequently all refuse, rubbish, scrap materials, and debris caused by construction operations to the end that at all times, the site of the work shall present a neat, orderly, and workmanlike appearance.
 - 3.2.6 Effect all cutting, fitting, or finishing of the work required to make the same conform to the plans and specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other contractor.
 - 3.2.7 When applicable, schedule cleaning operations so that dust and other contaminants resulting from the cleaning process will not generate a nuisance.
- 3.3 Control of Hazards:
 - 3.3.1 Store volatile wastes in covered metal containers, and remove from premises after need is fulfilled.
 - 3.3.2 Prevent accumulation of waste which may create hazardous conditions.
 - 3.3.3 Provide adequate ventilation during use of volatile or noxious substances.

3.4 Disposal:

3.4.1 Do not burn or bury rubbish and manmade materials on project.

3.4.2 Do not dispose of volatile wastes on project site.

3.4.3 Do not dispose of wastes into streams or waterways.

3.5 Final Cleaning:

3.5.1 Broom clean paved surfaces.

3.5.2 Rake clean non-paved surfaces of the project site.

3.5.3 Before final payment, remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description, and leave the site in neat, orderly condition.

4. MEASUREMENT AND PAYMENT

4.1 Shall be considered incidental to the performance and measured as a separate pay item.

DIVISION 2

SITE WORK

1. GENERAL

- 1.1 Description: The work of this section consists of completing all dewatering work necessary for the initiation and prosecution of elements of work specified elsewhere.

2. EXECUTION

- 2.1 Workmanship: Maintain all excavations and trenches free from water at all times while construction is in progress using pump. Prevent surface runoff water from collecting in excavations or trenches or running down the faces of excavated cut or fill slopes, causing sloughing or caving, ponding in excavated areas or saturating the soils below foundations of structures by adjusting grades to provide temporary drainage facilities. The Contractor shall furnish and operate sufficient pumps and appliances, and provide all materials, labor, etc., required to prevent interference with any work by water, ice or snow. Damage of any kind resulting from insufficient pumping facilities or similar lack of proper conduct of the work shall be made good by the Contractor at his own expense. No structure or pipes shall be laid in water, and water shall not be allowed to run into or over any concrete work or pipe, or into or through any pipe.

3. MEASUREMENT AND PAYMENT

- 3.1 Dewatering shall not be measured or paid for separately, but shall be considered incidental to construction, and paid for in the bid item to which it relates.

1. GENERAL

- 1.1 Description: The work of this section shall consist of furnishing, hauling, storing, and installing solid wall polyvinyl chloride (PVC) plastic pipe and (DI) ductile iron pipe for sanitary sewer systems.

2. MATERIALS

- 2.1 Gravity Sewer Pipe: PVC pipe and fittings for gravity sewers 4" through 15" in diameter shall meet the requirements of ASTM D3034, latest revision, SDR-26. PVC pipe and fittings for gravity sewers 18" through 36" diameter shall meet the requirements of ASTM F679, latest revision, Type 1, SDR-35. Pipe shall be extruded with one end to serve as a spigot end and the other as a bell end, with a gasket groove molded inside for retention of a rubber gasket used in making the joint. Joints shall meet the requirements of ASTM D3212. Standard laying lengths shall be 12.5 feet or 20 feet.

- 2.1.1 Drop Impact Test: Pipe shall withstand, without failure at 73°F, an impact of a falling missile (20 pounds TUP A) at the following levels, in accordance with ASTM D2444 latest revision:

<u>Nom. Size (In.)</u>	<u>Ft-Lbs.</u>
4	150
6	210
8	210
10	220
12	220
15	220
18	220
21	220
24	220
30.....	220
36.....	220

- 2.1.2 Pipe Stiffness: Minimum pipe stiffness (F/delta-y) at 5% deflection shall be 46 PSI for all sizes when tested in accordance with ASTM D2412, latest revision.

- 2.1.3 Flattening: There shall be no evidence of splitting, cracking, or breaking when a specimen of pipe, six-inches long, is flattened between parallel plates in a suitable press until the distance between the plates is forty percent of the outside diameter of the pipe. The rate of loading shall be uniform and such that the compression is completed within two to five minutes.

2.2 Ductile Iron

- 2.2.1 Ductile Iron pipe, pressure and gravity, shall conform to A21.51 and be cement mortar lined conforming to ANSI A21.4. The exterior shall be bituminous coated conforming to the requirements of ANSI A21.10

- 2.2.2 Fittings: Ductile iron fittings shall be complete with all accessories. Fittings shall be rated for 350 psi for pressure lines. All fittings shall be cement mortar lined

conforming to ANSI/AWWA C104 A21.4. Fitting joints shall be the standard MJ type conforming to ANSI/AWWA C111 A21.11. All T-head bolts shall be in accordance with ANSI A21.11. A-11 ductile iron fittings shall be epoxy coated.

- 2.2.3 Mechanical Joint Fitting Accessories: MJ fitting accessories shall consist of gaskets, glands and T-head bolts with nuts. MJ fitting accessories shall conform to ANSI A21.11.
 - 2.2.4 Special Gasket Material for Ductile Iron Pipe: In construction areas where contaminated soils exist or existing steam utility lines may be installed, ductile iron pipe will be required for installation with special gaskets in the pipe as approved by the Engineer. Gasket lubricant shall be as specified by the pipe manufacturer.
 - 2.2.5 Acceptable Manufacturers: Pipe: U.S. Pipe, American, Griffin Clow. Fittings: U.S. Pipe, American, Union Foundry, Tyler, Star, Sigma, PCI., Griffin. Glands: Eagle, U.S. Pipe, Tyler, Union, Star, Sigma.
- 2.3 Pressurized Sewer Piping: PVC pipe shall be CL 200, conforming to ASTM D2241, latest revision. Pipe shall be extruded with one end to serve as a spigot end and the other as the bell end, with a gasket groove molded inside for retention of a rubber gasket used in making the joint. Standard laying lengths shall be 12.5 feet or 20 feet. ASTM pressure rated PVC pipe (steel pipe OD) used for water lines shall be National Sanitation Foundation approved.
- 2.3.1 Fittings for PVC pipe 4" in size and larger shall be D.I. mechanical joint with PVC transition gaskets.
 - 2.3.2 Alternate pressurized sewer piping: The pipe shall be made from polyethylene resin compound with a minimum cell classification of PE 345434C for PE 3408 materials in accordance with ASTM D 3350. This material shall have a long term hydrostatic strength of 1600 psi when tested and analyzed by ASTM D2837, and shall be a plastic pipe institute (PPI) listed compound.
 - 2.3.2.1 The raw material shall contain a minimum of 2%, well dispersed, carbon black. Additives which can be conclusively proven not to be detrimental to the pipe may also be used, provided the pipe produced meets the requirements of this standard.
 - 2.3.2.2 The pipe shall contain no recycled compound except that generated in the manufacturer's own plant from resin of the same specifications and from the same raw material supplier.
 - 2.3.2.3 Compliance with the requirements of this paragraph shall be certified in writing by the pipe supplier, upon request.
 - 2.3.2.4 Manufacturer's quality system shall be certified by an appropriate independent body to meet the requirements of the ISO 9002 Quality Management Program.
 - 2.3.2.5 The pipe shall be pressure rated for a minimum of 200 psi.

3. **EXECUTION**

- 3.1 Installation: PVC, DI, and solid wall polyethylene pipe shall be installed as specified in Section 02722 – SANITARY SEWER SYSTEMS.

4. MEASUREMENT AND PAYMENT

- 4.1 Measurement and Payment: Plastic and ductile iron pipe shall not be measured and paid for separately, but shall be included in the bid item to which it relates.

GATE VALVES AND BOXES..... 02641

1. GENERAL

- 1.1 Description: The work in this section consists of furnishing, hauling, and placing the gate valves as shown on the plans and herein specified, and all labor, tools, and equipment necessary to install the valves.

2. MATERIALS

- 2.1 Valves: Gate valves buried shall be non-rising stem equipped with a two-inch square operating nut, above ground shall be rising stem equipped with a handwheel operator as indicated on the drawings.
- 2.1.1 Gate valves shall be iron body, bronze mounted, double disc, parallel seat with O-ring gaskets, manufactured in accordance with and conforming to standards set forth in the latest revision to ANSI/AWWA C500 for gate valves 2 through 48-inch for water and sewage systems.
- 2.2 End Connections: Shall be flanged or as indicated on the drawings.
- 2.3 Valve Boxes: Valve boxes shall be located as shown on the drawings. The valve box shall have a round top with open base and shall be provided with a top cover. The valve box shall be of a two-piece type with top piece capable of adjustment to final grade. Valve boxes for buried pipe shall be provided with a reinforced concrete pad at ground level.

3. EXECUTION

- 3.1 Installation: Each gate valve shall be installed at the locations and grades as shown on the plans. The Contractor shall insure that the valve is operating freely and that the valve box, if required, is properly placed to allow the use of the necessary tools for the operation of the valve and is plumb and centered over the operating nut on the valve. When buried, the tops of the valve boxes shall be level with the finish elevation of the ground. Valve storage, shipment, and installation shall strictly comply with ANSI/AWWA Standard C500.

4. MEASUREMENT AND PAYMENT

- 4.1 Gate valves and boxes adjacent to other structures shall not be measured and shall be considered incidental to the bid items to which they relate. Such price and payment shall be considered full compensation for all labor, materials, equipment, and testing necessary to complete this section.

SWING CHECK VALVES..... 02642

1. GENERAL

- 1.1 Description: The work in this section consists of furnishing, hauling, and placing the checkvalves as shown on the plans and herein specified, and all labor, tools, and equipment necessary to install the valves.

2. MATERIALS

- 2.1 Check Valves: Check valves shall be manufactured in accordance with and conforming to standards set forth in the latest revision to ANSI/AWWA C508 relative to materials, minimum body thickness, valve ends, body seat rings, workmanship, painting, markings, and testing check valves for water systems.
- 2.2 Check valves 3" or larger shall be flanged, iron body, horizontal swing type with all seats, seat rings, pins, bushings, and other parts subject to wear constructed of bronze. Check valves 2.5" or smaller shall be bronze regrounding horizontal swing check valves. Threaded end check valves shall be Crane 36, Fairbanks 0605, Jenkins 762-a, OIC 236, or approved equal.

3. EXECUTION

- 3.1 Installation: Each check valve shall be installed at the locations and grades as shown on the plans. The Contractor shall insure that the valve is operating freely, is properly placed to allow the use of the necessary tools for the operation and maintenance. Valve storage, shipment, and installation shall strictly comply with ANSI/AWWA Standard C508 or latest version.

4. MEASUREMENT AND PAYMENT

- 4.1 Check valves shall not be measured and shall be considered incidental to the bid items to which they relate. Such price and payment shall be considered full compensation for all labor, materials, equipment, and testing necessary to complete this section.

PLUG VALVES.....02643

1. GENERAL

- 1.1 Description: The work of this section includes furnishing, hauling and placing valves as shown on the plans and specified, and all tools, piping, supplies and equipment necessary to install and operate the valves.

2. DESIGN

- 2.1 Port areas of not less than 100% of pipe area shall be supplied on all valves.
- 2.2 The valve seat shall be welded overlay of 99% pure nickel applied directly to the body on a pre-machined, cast seating surface and machined to a smooth finish.
- 2.3 Shaft seals shall consist of V-type packing in a fixed gland with an adjustable follower design to prevent over compression of the packing and to meet design parameters of the packing manufacture.
- 2.4 Permanently lubricated, radial shaft bearings shall be supplied in the upper and lower bearing journals. Thrust bearings shall be provided in the upper and lower journals.
- 2.5 Both packing and bearings in the upper and lower journals shall be protected by a drip tight Buna-N shaft seal located on the valve shaft to minimize the entrance of grit into the bearing journal and shaft seal areas.

3. MATERIALS

- 3.1 Plug Valves shall be of the wafer body style. All valves shall be suitable for use with ANSI 125/150 pound flanges. Bodies shall be cast iron, rated at 175 psi.
- 3.1.1 The valve body shall be constructed of ASTM A126 Class B cast iron for working pressure up to 175 psig.
- 3.1.2 The plug shall be of one-piece construction and made of ASTM A126 Class B cast iron or ASTM A536 Grade 65-45-12 ductile iron and fully encapsulated with resilient facing per ASTM D2000-BG and ANSI/AWWA C517 requirements.
- 3.1.3 Radial shaft bearings shall be constructed of self-lubricating type 316 stainless steel. The top thrust bearing shall be Teflon. The bottom thrust bearing shall be Type 316 stainless steel. Cover bolts shall be corrosion resistant with zinc plating.
- 3.1.4 Flanged valves shall have flanges with drilling to ANSI B16.1, Class 125.
- 3.1.5 Mechanical Joint valves shall comply with ANSI/AWWA C111/A21.11.

- 3.2** **Actuators:** All gear actuators shall be designed to withstand, without damage, a rim pull of 200 lb. on the hand wheel and an input torque of 300 foot pounds for nuts.
- 3.2.1** 8 in. (200 mm) and smaller valves shall be equipped with a 2 inch square nut for direct quarter turn operation. The packing gland shall include a friction collar and an open position memory stop. The friction collar shall include a nylon sleeve to produce friction without exerting pressure on the valve packing.
- 3.2.2** When specified, 4 in. (100 mm) and larger valves shall include a totally enclosed and sealed worm gear actuator with position indicator (above ground service only) and externally adjustable open and closed stops. The worm segment gear shall be ASTM A536 Grade 65-45-12 ductile iron with a precision bore and keyway for connection to the valve shaft. Bronze radial bearings shall be provided for the segment gear and worm shaft. Alloy steel roller thrust bearings shall be provided for the hardened worm.

1. GENERAL

- 1.1 Description: The work of this section consists of pneumatic and pressure and vacuum testing of completed sewers, manholes, and appurtenances for the purposes of measuring the amounts of infiltration and/or exfiltration prevailing or possible within any section of sewer line, any manhole, or appurtenances, and also the deflection test of flexible pipe.

2. MATERIALS AND EQUIPMENT

- 2.1 Pneumatic Pressure Testing Equipment: Equipment used shall meet the following minimum requirements:
- 2.1.1 Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected.
 - 2.1.2 Pneumatic plugs shall resist internal test pressures without requiring external bracing or blocking.
 - 2.1.3 All air used shall pass through a single control panel.
 - 2.1.4 Three individual hoses shall be used for the following connections:
 - 2.1.4.1 From Control panel to pneumatic plugs for inflation.
 - 2.1.4.2 From control panel to sealed line for introducing the low pressure air.
 - 2.1.4.3 From sealed line to control panel for continually monitoring the air pressure rise in the sealed line.
 - 2.1.5 Equipment shall be equal to Cherne Air-Loc Equipment, or approved alternate.
- 2.2 Sewer Pipe Plugs: Shall be as manufactured by Cherne, Halliburton, or approved alternate.
- 2.3 Vacuum Testing Equipment: Shall be equal to the vacuum test system offered by NPC Systems, Inc. Milford, NH.
- 2.4 Deflection Test Equipment: Shall be rigid ball or mandrel with an outside diameter equal to 95 percent of the inside diameter of the line to be tested.

3. EXECUTION

- 3.1 Pneumatic Testing: The Contractor shall perform low pressure air testing on all sections of completed sewer, 4-inch through 27-inch, in the presence of the Engineer. It will be the responsibility of the Contractor to furnish and operate equipment capable of making the required tests. Testing methods and air leakage following procedures shall be Followed:
- 3.1.1 Procedures, Above Groundwater Table: All pneumatic plugs shall be seal-tested before being used in the actual test installation. One length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be checked. Air shall be introduced into the plugs to 25 psig. The sealed pipe shall be pressurized to 5 psig. The plugs shall hold against this pressure without bracing

and without movement of the plugs out of the pipe.

3.1.1.1 After a manhole to manhole reach of pipe has been backfilled and cleaned and the pneumatic plugs are checked by the above procedure, the plugs shall be placed in the line at each manhole and inflated to 25 psig. Low pressure air shall be placed in the line at each manhole and inflated to 25 psig. Low pressure air shall be introduced into this sealed line until the internal air pressure reaches 4 psig greater than the average back pressure of any ground water that may be over the pipe. At least two minutes shall be allowed for the air pressure to stabilize.

3.1.1.2 After the stabilization period (3.5 psig minimum pressure in the pipe), the air hose from the control panel to the air supply shall be disconnected. The portion of line being tested shall be termed "Acceptable" if the time required in minutes for the pressure to decrease from 3.5 to 2.5 psig (greater than the average back pressure of any ground water that may be over the pipe) shall not be less than the time shown for the given diameters in the following table:

<u>Pipe Diameter in inches</u>	<u>Minutes</u>
4	2.0
6	3.0
8	4.0
10	5.0
12	5.5
15	7.5
18	8.5
21	10.0
24	11.5

3.1.2 Procedures, Below Groundwater Table: In areas where groundwater is known to exist, the Contractor shall install a one-half inch diameter capped pipe nipple, approximately 10" long, through the manhole wall on top of one of the sewer lines entering the manhole. This shall be done at the time the sewer line is installed. Immediately prior to the performance of the test, the groundwater shall be determined by removing the pipe connecting a clear plastic tube to the nipple. The hose shall be held vertically and a measurement of the height in feet of water over the invert of the pipe shall be taken after the water has stopped rising in this plastic tube. The height in feet shall be divided by 2.3 to establish the pounds of pressure that will be added to all readings. (For example, if the height of water is 11-1/2 feet, then the added pressure will be 5 psig. This increase the 3.5 psig to 8.5 psig and the 2.5 psig to 7.5 psig. The allowable drop of one pound and the timing remain the same.)

3.1.3 Test Failures: If the sewer installation fails to meet these requirements, the Contractor shall, at his own expense, determine the source of leakage. He shall then repair or replace all defective materials and/or workmanship, and retest until acceptable test results are obtained.

3.2 Hydrostatic Testing of Gravity Sewer Lines, 27 inch through 96-inch: The Contractor will be required to make hydrostatic infiltration/exfiltration tests of all sewer line sections and crossings, in the presence of the Engineer, to demonstrate that the lines are free of leaks.

- 3.2.1 Where the top of the sewer is below water level, a 1/2" galvanized pipe nipple is to be cast into each manhole wall and capped on the inside. The pipe nipple is to be located at the top of the inside bore of sewer pipe.
- 3.2.1.1 A test is to be made on each run of sewer line between each two manholes. Tests may be made as each section is completed or may be made after entire line is completed. In any event, satisfactory test results must be obtained before the line or any part thereof will be accepted.
- 3.2.1.2 All tests are to be conducted in the following manner:
- 3.2.1.3 Test plugs are to be placed in the end of each sewer pipe on the upstream side of both manholes and inflated to a maximum pressure of 16 psig. Plugs are to be thoroughly blocked to prevent them from blowing out. A clear plastic hose is to be attached to the pipe nipple in the upstream manhole to use as a sight glass and the groundwater level recorded. The sewer pipe and upstream manhole are to be filled with water to a level 4 1/2 feet above the groundwater level or 7 feet above the pipe invert, whichever is higher. Ten minutes shall then be allowed for absorption, after which the water level shall be brought back to the test elevation.
- 3.2.1.4 The specified head shall be maintained on the pipe for a period of eight hours. Sufficient water shall be added to maintain this level. All water added shall be metered to within one-tenth of a gallon and recorded. The maximum allowable leakage shall be as specified herein.
- 3.2.1.5 The Contractor shall provide all water, pumping facilities, and metering facilities necessary to perform the tests. After each test, all test water is to be pumped out.

3.3 Infiltration/Exfiltration Allowance

- 3.3.1 Sewers 27" through 96" Diameter: Exfiltration or infiltration shall not be permitted to exceed 200 gallons per inch of pipe diameter per mile per day for any section of sewer.
- 3.3.1.1 After the test is carried out, a measurement of any flow in the sewers shall be made by the Contractor, in the presence of the Engineer, to determine if the flow is below 200 gallons per inch diameter per mile per day limitation. Vacuum testing of manholes may be conducted.

3.4 Vacuum Testing of Manholes:

- 3.4.1 A vacuum test shall be conducted on each manhole utilizing the NPC System, Inc. apparatus. Systems utilizing a vacuum induced with vacuum measurement by others will be considered.
- 3.4.2 Vacuum testing shall be conducted after manholes are constructed, but prior to backfilling operations. All lift holes and notable holes or cracks shall be filled with a non-metallic non-shrink grout, and all interior and exterior coating shall be applied. Pipe plugs shall be inserted to all pipes entering the manhole and secured in place.
- 3.4.3 A test head closure shall be inserted at the inside of the top of the manhole section in accordance with the system manufacturer's instructions. The test head

shall be secured and sealed to prevent air inflow.

3.4.4 A vacuum of 10 inches of mercury column shall be induced and the vacuum line valve closed. With the valve closed, the elapsed time shall be measured and recorded for the vacuum in the manhole to drop to 9 inches of mercury column.

3.4.5 A manhole will be judged to have passed a vacuum test if the time is greater than:

60 seconds for 48" diameter manhole
75 seconds for 60" diameter manhole
90 seconds for 75" diameter manhole
105 seconds for 96" diameter manhole

3.4 Infiltration/Exfiltration Elimination: The Contractor shall locate all sources of infiltration and exfiltration in the sewer lines, manholes, and appurtenances, and shall correct deficiencies and eliminate infiltration/exfiltration sources in a manner approved by the Engineer. All sections of sewer line, manholes, and appurtenances shall be retested after corrections are finalized. The Contractor shall carry the sole responsibility for providing a sewer system having infiltration or exfiltration below the specified limits.

4. DEFLECTION TEST ON FLEXIBLE PIPE

4.1 Requirement: A deflection test shall be performed on all flexible pipe not less than thirty (30) days after the placement of final backfill.

4.2 Performance: The deflection test shall be performed by hand pulling a rigid ball or mandrel through the installed pipe in the presence of the Engineer. The rigid ball or mandrel shall have a diameter equal to 95 percent of the inside diameter of the pipe. If the rigid ball or mandrel fails to pull through the pipe, the section being tested fails the test and will be replaced by the Contractor at no expense to the owner.

5. MEASUREMENT AND PAYMENT

5.1 Payment: Shall not be measured or paid for separately, but shall be considered incidental to the bid item to which it relates. Work shall include all labor, equipment, materials, tools, water, deflection test on flexible pipe, and incidentals for testing.

DIVISION 3

CONCRETE

CONCRETE REINFORCEMENT.....03200

1. GENERAL

- 1.1 Description: The work of this section consist of furnishing, hauling all reinforcement materials and all tools, labor, equipment, and incidentals necessary to complete this section.
- 1.2 Drawings and general provisions of contract, including general and supplemental General Conditions, and other Division 1 Specification sections apply to work of this section.

2. MATERIALS

- 2.1 Reinforcing Steel: Reinforcing bars shall conform to the "Standard Specifications for Axle-steel Deformed bars and concrete Reinforcement", ASTM A617 and shall be grade 60.
- 2.2 Welded wire fabric: Welded wire fabric shall conform to "Standard Specifications for Welded Steel Wire Fabric for Concrete Reinforcement", ASTM A185, and Fabricated from cold drawn steel wire conforming to ASTM A82.

3. EXECUTION

- 3.1 General: Unless otherwise indicated on the plans or specified herein, all cutting and bending or reinforcement bars shall be done at the mill or shop prior to shipment. Cutting and bending in the field will be permitted only where shown on the plans or to correct errors, damage by handling and shipping, and minor omissions in shop bending when authorized by the Owners' Representative.
- 3.2 Storing and Cleaning:
 - 3.2.1 All reinforcement shall be stored above ground on skids, pallets and other supports and shall be protected from mechanical injury and from deterioration by exposure.
 - 3.2.2 When placed in the work, reinforcement shall be free from dirt, detrimental scale, concrete, paint, oil, or other foreign materials. Tight, thin rust is not considered detrimental and will not require cleaning.
- 3.3 Placing: Except as shown on the plans or specified herein, all placement of reinforcement bars, welded wire fabric and bars supports shall conform to the latest editions of "Placing Reinforcing Bars, CRSI-WCRSI Recommended Practices", published by the Concrete Reinforcing Steel Institute. Bars may be moved as necessary to avoid interference with other reinforcing steel, pipes and other embedded items. If bars are moved more than the specified placing tolerances, the resulting arrangement shall be approved by the owners' representative.
- 3.4 Splices: When splices other than those shown on the plans become necessary, they shall be located at areas of low stress and shall be subject to approval by the Owners' Representative.

3.5 The contractor shall furnish for review complete fabrication drawings and details for placing all reinforcing steel. These drawings shall be made in accordance with the Plans, the applicable portions of the "Building Code Requirements for Reinforced Concrete" (ACI 318-63), the latest editions of the "Manual of Standard Practice for Detailing Reinforced Concrete Structures" (ACI 315), and these Specifications. Drawings shall show the clearances, size of members, all dimensions and other details necessary for accurate construction of the concrete work. Any reinforcing steel fabricated before the review of the Shop Drawings, shall be done so at the Contractors own risk, but no reinforcing steel shall be placed until after the approval of the Shop Drawings.

4. MEASUREMENT AND PAYMENT

4.1 Reinforcement shall not be measured or paid for separately, and shall be included in the bid item for which it is a part.

1. GENERAL

- 1.1 Description: The work in this section consists of furnishing and installing waterstops at joints in cast-in-place concrete, and all tools, labor, equipment, and incidentals necessary to complete this section.
- 1.2 Related Documents: Drawings and general provisions of contract, including General and Supplemental General Conditions and other Division 1 Specification Sections apply to work of this section.

2. MATERIALS

- 2.1 PVC Waterstop: All PVC waterstops shall be manufactured from virgin polyvinyl chloride (PVC) plastic compound, and shall not contain any scrap or reclaimed material or pigment. The properties of the polyvinyl chloride compound used shall conform to U.S. Army Corps Of Engineers waterstop specifications, and as manufactured by Vinyl Corporation, Knoxville Tennessee.
- 2.2 Pliable waterstop: shall be flexible strip of bentonite/butyl rubber as manufactured by American Colloid Company. Material shall be formulated of 25% butyl rubber and 75% bentonite, Volclay Waterstop RX or equal.
- 2.3 Waterstop Panels: Shall be equal to Volclay Type 1C panels with Volclay protection board, as manufactured by American Colloid Company.

3. EXECUTION

- 3.1 Location of Waterstops: Waterstops shall be required at all construction joints and at all formed joints.
- 3.2 Installation: Each piece of PVC waterstop shall be of maximum practicable length in order that the number of splices be held to a minimum. Joints at intersections and at ends of pieces shall be made according to the manufacturer's recommendations and shall develop water tightness fully equal to that of the continuous waterstop material. Care shall be taken during installation of the waterstops so that no leakage will occur across the joint.
- 3.3 Pliable and panel type bentonite compound waterstop material shall be installed per drawing details and in accordance with the manufacturer's instructions for installation.

CAST-IN-PLACE CONCRETE.....03300

1. GENERAL

- 1.1 Description: The work of this section shall include the furnishing, hauling, placing, curing and testing of all Portland Cement Concrete required by the Drawings and herein specified.
- 1.2 Related Documents: Drawings and general provisions of Contract, including General and Supplemental General Conditions and other Division 1 Specification Sections apply to work of this section.

2. MATERIALS

- 2.1 Portland Cement: Portland Cement shall conform to " Standard Specifications or Portland Cement: ASTM C150 Type 1 or Type 1A when specified. One sack of cement shall be considered as one cubic foot of volume or 94 pounds by weight.
- 2.2 Aggregates: Fine and coarse aggregates shall conform to " Standard Specifications for Portland Concrete Aggregates ", ASTM C33. The nominal maximum size of the coarse aggregate shall not be any larger than one-fifth of the narrowest dimension between sides of form, one-third the depth of the labs, nor three-fourths of the minimum clear distance between reinforcing bars or between bars and forms, whichever is least. Coarse aggregate gradation shall conform to ASTM C33 Size 57 for class B.
 - 2.2.1 Deleterious Materials: Coarse aggregate shall not contain more than 1.0% shale, 2.0% Chert, or 0.5% Clay; by weight. Fine aggregate shall not contain more than 0.1% lignite and coal, 0.25% clay, 0.25% shale, by weight.
- 2.3 Admixtures: Air-entrained admixtures shall conform to "Standard Specifications for Air-Entraining Admixtures for Concrete", ASTM C260. Water-reducing, retarding, or accelerating admixtures, (if permitted by the Engineer), shall conform to "Standard Specifications for Chemical Admixtures for concrete", ASTM 494. The use of calcium chloride in concrete mixtures will not be permitted.
- 2.4 Mixing Water: Mixing water for concrete shall be fresh, clean and potable. Water may be used only if it produces mortar cubes having 7- and 28- day strengths equal to the strength of similar specimens made with distilled water, when tested in accordance with "Method of test for Compressive Strength of Hydraulic Cement Mortars", ASTM C109.
- 2.5 Curing Compounds: All curing compounds shall conform to specifications for liquid membrane forming compounds for curing concrete ASTM C309 for Type 1-D clear or translucent with fugitive dye or Type 2 white pigmented, and shall be applied in accordance with manufacturer's recommendations.
- 2.6 Reinforcement: Reinforcing steel shall conform with ASTM A617, Grade 60 for Bars, and ASTM A185 for Fabric.

3. PROPORTIONING CONCRETE

3.1 General: Proportions of aggregate to cement and water shall be such to provide a concrete mix which will work readily into corners and angles for forms and around reinforcement and other embedded items without causing segregation of materials.

3.2 Proportioning Ingredients: All ingredients shall be proportioned in order to obtain the following:

Type of concrete	Min. 28-Day Com. Strength	Water-Cement Ratio (Maximum)	Maximum Slump (inches)	Min. Cement Content	Air Entrainment
Structural	4,000 psi	5-1/4 gal/sack	3	6sk/CY	6 to 6-1/2%
Fill	2,500 psi	6-1/2 gal/sack	5	5sk/CY	5 to 6-1/2%
Walkways & Drives	4,000 psi	5-1/4 gal/sack	4	6sk/CY	6% min.

3.2.1 In no case shall the amount of fine aggregate be more than the amount of coarse aggregate (measured by weight) nor shall the amount of coarse aggregate be such as to produce honeycombing.

3.2.2 Portland cement concrete shall be proportioned and placed to provide an average compressive strength above the specified compressive strength for the concrete structure. portions of concrete ingredients, including water cement ratios, shall be established on the basis of laboratory trial batches to provide conformance with compressive strength requirements, workability, and consistency. When different materials are used for different portions of the project, each combination shall be evaluated separately. Strength tests shall be conducted on test specimen in accordance with ASTM C39 and ASTM C192, from the trial batches. Tubular data showing the compressive strength of the concrete portions shall be provided to the Engineer prior to placing the concrete on the jobsite.

3.2.3 Concrete shall be provided to develop a minimum 28-day compressive strength for field cured cylinders for each type of concrete indicated. Concrete that will be subjected to freezing temperatures while wet shall contain entrained air greater than 6.0% by volume. Concrete that is intended to be water-tight shall have a maximum water-cement ratio of 0.48% by weight.

3.3 Moisture: Moisture in the aggregate shall be measured and the quantity must be included in the water-cement ratio specified above.

3.4 Air-Entrainment: Air-Entrainment shall be accomplished by the use of type 1 portland cement with the addition of an approved air-entrained admixture or by the use of type 1A portland cement, as specified herein.

3.5 Trial Batches: Full size trial batches shall be made in the laboratory using the aggregates selected for the job to establish the correct proportions to give proper, workability, strength, and texture with the water-cement ratio specified. The combinations of fine and coarse aggregates shall be adjusted within limits specified in ASTM C33 until the mix meets approval of the Engineer.

- 3.6 Water-Reducing, Retarding, & Accelerating Admixtures: Such admixtures may be used subject to review and approval by the Engineer. No additional compensation will be allowed when such admixtures are used.

4. **MIXING CONCRETE**

- 4.1 Ready Mixed Concrete: Ready-mixed concrete will conform to "Standard Specification for Ready-Mixed concrete", ASTM C94 and to the applicable portions of these Specifications. The contractor shall make all arrangements to satisfy the Engineer that materials used comply with specification requirements.
- 4.2 Retempering: Concrete shall be mixed only in quantities for immediate use. Concrete which has set shall not be retempered, but shall be discarded.
- 4.3 Indiscriminate addition of water to increase slump or workability shall be prohibited. When concrete arrives at the project with slump below that suitable for placing, water may be added only if neither the maximum permissible water-cement ratio nor the maximum slump is exceeded. The water must be incorporated by additional mixing equal to at least half of the total mixing required.
- 4.4 Weather Conditions:
- 4.4.1 Cold Weather: To maintain the temperature of the concrete above the minimum placing temperature required herein, the as-mixed temperature shall not be less than 55 degrees F. when the mean temperature falls below 40 degrees F.
- 4.4.2 If the water or aggregate has been heated, the water shall be combined with the aggregate in the mixer before cement is added. Cement shall not be added to the mixtures of water and aggregate when the temperature of the mixer is greater than 100 degrees F.
- 4.4.3 Hot Weather: The ingredients shall be cooled before mixing if necessary to maintain the temperature of the concrete below the maximum placing temperature required herein.
- 4.5 Ready-mix concrete trucks and other equipment shall be flushed and cleaned on the job site only where designated by the Engineer.

5. **CONCRETE PLACEMENT**

- 5.1 Preparation Before Placing: Hardened concrete and foreign materials shall be removed from the inner surfaces of the conveying equipment.
- 5.2 Formwork shall be completed; reinforcement shall be secure in place; expansion joint material, water-stops, anchors, pipe sleeves, and other embedded items shall be positioned; and the entire preparation shall be approved by the Engineer before any concrete is placed. Subgrades shall be sprinkled sufficiently to eliminate absorption of water from the concrete before any concrete is placed.
- 5.3 Conveying: Concrete shall be handled from the mixer to the place of final deposit as rapidly as practicable but methods which will prevent separation or loss of ingredients and in a manner which will assure that the required quality of the concrete is obtained.

- 5.4 Conveying equipment shall be of size and design to insure a continuous flow of concrete at the delivery end. Conveying equipment and operations shall conform to the following requirements:
- 5.4.1 Truck mixers, agitators, and non-agitating units and their manner of operation shall conform to the applicable requirements of "Specifications for Ready-Mix Concrete", ASTM C94.
 - 5.4.2 Belt conveyors shall be horizontal or at a slope which will not cause segregation or loss. An approved arrangement shall be used at the discharged end to prevent separation. Long runs shall be discharged without separation into a hopper.
 - 5.4.3 Chutes shall be metal or metal-lined and shall have a slope not exceeding 1 vertical to 2 horizontal and not less than 1 vertical to 3 horizontal. Chutes more than 20 ft. long and chutes not meeting the slope requirements may be used provided they discharge into a hopper before distribution.
 - 5.4.4 Pumping or pneumatic conveying equipment shall be without "Y" sections, and with adequate pumping capacity. The equipment shall be cleaned at the end of each operation. Pneumatic placement shall be controlled so that separation is not apparent in the discharge concrete. The maximum loss of slump in pumping or pneumatic conveying equipment shall be 1-1/2 inches.
 - 5.4.5 Contractor shall provide at the site a standby concrete pumper, pneumatic pump, and belt conveyor when using conveying equipment to place concrete. Unit shall be fully operable.
- 5.5 Depositing: Concrete shall be deposited continuously or in layers of such thickness that no concrete will be deposited on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section. If a section cannot be placed continuously construction joints shall be coated at points as provided for in the drawings. Placing shall be carried on at such a rate that the concrete being integrated with fresh concrete is still plastic. Concrete which has partially hardened or has been contaminated by foreign materials shall not be deposited. Temporary spreaders in forms shall be removed when the concrete placing has reached an elevation rendering their service unnecessary. They may remain embedded in the concrete only if made of metal or concrete and if prior approval has been obtained. Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to flowing or rehandling and shall drop vertically into the center of the forms. In no case shall concrete be allowed to fall more than five feet. Drop chutes or other approved devices shall be used.
- 5.6 Where surface mortar is to be the basis of the finish, the coarse aggregate shall be worked back from the forms with a suitable tool so as to bring a full surface of mortar against the form without the formation of excessive surface voids. All concrete shall be consolidated by vibration, spading, rodding or forking so that the concrete is thoroughly worked around the reinforcement, around embedded items, and into corners of forms, eliminating all air or stone pockets which may cause honeycombing, pitting or planes of weakness. Mechanical vibrators shall have a minimum frequency of 7,000 revolutions per minute and shall be operated by competent workmen.

Overvibrating and use of vibrators to transport concrete within forms shall not be allowed. Vibrators shall be inserted and withdrawn at many points, from 18 to 30 inches apart. At each insertion the duration shall be sufficient to consolidate the concrete but not sufficient to cause segregation, generally from 5 to 15 seconds duration. A spare vibrator shall be kept on the job site during all concrete placing operation.

5.7 Weather Conditions:

- 5.7.1 Unless adequate protection is provided on site, concrete shall not be placed in rain, sleet, or snow. Rain water shall not be allowed to increase the mixing water nor to damage the surface finish.
- 5.7.2 When the mean daily temperature falls below 40° F, the minimum temperature of concrete in place shall be 50 ° F. Insulated blanketing shall cover the concrete for 48 hours minimum and 50° F minimum concrete temperature shall be maintained.
- 5.7.3 Concrete deposited in hot weather shall have a placing temperature of less than 90° F, and which will not cause difficulty from loss of slump, flash set or cold joints.

6. JOINTS

- 6.1 Construction Joints: Construction joints shall be made as shown on the plans. When joints not shown on the plans, they shall be placed so as to least impair the strength of the structure by ACI standards.
 - 6.1.1 All reinforcing bars and welded wire fabric shall continue across construction joints. Construction joints shall conform to the details shown on the plans and shall be keyed as shown. Construction joints shall be thoroughly wetted immediately before the new concrete is placed.
 - 6.1.2 The surface of the concrete at all joints shall be thoroughly cleaned and all laitance shall be removed. Immediately before placing fresh concrete, the surface of the existing concrete at the joint shall be dampened but not saturated. The edges of all joints which are exposed to view shall be carefully finished true to line and elevation.
- 6.2 Expansion and Contraction Joints:
 - 6.2.1 Per Drawing details
 - 6.2.2 Reinforcement or other embedded metal items bonded to the concrete shall not be permitted to extend through any expansion joint.
 - 6.2.3 Premolded expansion joint filler shall be closed cell polyurethane foam. The joint shall be sealed with multi-part urethane non-staining, gray, gun grade, installed in accordance with the manufacturer's recommendations.
 - 6.2.4 Water Stops: Each piece of PVC Waterstop shall be of maximum practicable length in order that the number of splices be held to a minimum. Joints at intersections and at ends of pieces shall be made according to the manufacturer's recommendation and shall develop water tightness fully equal to that of the continuous waterstop material.

Care shall be taken during installation of the waterstops so that no leakage will occur across the joint. Expansive waterstops shall be bentonite butyl rubber compound equal to Volclay Waterstop-RX.

6.2.5 Construction joints shall be located at expansion joint locations wherever possible. Construction joints at other locations shall be keyed.

6.2.6 All joints shall be sealed, using a multi-part pourable Urethane sealant.

7. FINISHES

- 7.1 General: After removal of forms the concrete shall be given finishes specified herein.
- 7.2 Walls, Exposed: All necessary patching shall have been done immediately after forms have been removed and rubbing shall be completed not later than the following day. Surfaces shall be wetted and rubbed with carborundum brick or other abrasive until a uniform color and texture are produced. No cement grout or slush shall be used other than the cement paste drawn from the green concrete itself during the rubbing process.
- 7.3 Related Unformed Surfaces: Tops of walls and similar unformed surfaces occurring adjacent to formed surfaces shall be struck smooth after concrete is placed and shall be floated to a texture reasonably consistent with that of the formed surfaces. Final treatment on formed surfaces shall continue uniformly across the unformed surfaces.
- 7.4 Slab Finishes: Except for building floors, all concrete slab shall be given a floated finish. after the concrete has been placed, struck off, consolidated, and leveled, the concrete shall be worked when the mix has stiffened sufficiently to permit the proper operation of a power driven float. Hand floating with wood or cork-faced floats shall be used in locations inaccessible to the power driven machine. Trueness of surface shall be rechecked at this state with a ten foot straightedge applied not less than two different angles. All high spots shall be cut down and all low spots filled during this procedure to a tolerance of one quarter inch in any ten feet as determined by a ten foot straightedge placed anywhere on the slab in any direction.
- 7.5 Walkway slabs and other exterior slabs established for walking surfaces shall be given a medium transverse scored texture by drawing a broom or burlap belt across the surface. This operation shall follow immediately after floating.
- 7.6 Interior floor slabs of buildings shall be given a steel troweled finish. The surface shall be finished first with power floats as specified above where applicable, then with power trowels. The first troweling after power floating shall be done by a power trowel and shall produce a smooth surface which is relatively free of defects, but which may still contain some trowel marks. Additional troweling shall be done by hand after the surface has hardened sufficiently. The final troweling shall be done when a ringing sound is produced as the trowel is moved over the surface. The finished surface shall be free of any trowel marks, uniform in texture and appearance, and shall be finished to a tolerance of one-eighth inch in ten feet as determined by a 10-foot straightedge placed anywhere on the slab in any direction.
- 7.7 Interior floor slabs of buildings shall be hardened with three coats of aqueous solution of magnesium fluosilicate and zinc fluosilicate, or approved equal,

applied in accordance with the manufacturer's directions.

8. PATCHING

- 8.1 General: All tie holes and all repairable defective areas shall be patched immediately after form removal.
- 8.2 Defective Areas: All honeycombed and other defective concrete shall be removed down to sound concrete. The area to be patched and an area at least six inches wide surrounding it shall be dampened to prevent absorption of water from the patching mortar. A bonding grout shall be prepared using approximately one part cement to one part fine sand passing a No. 30 mesh sieve, shall be mixed to the consistency of thick cream and shall then be well brushed into the surface.
- 8.3 The patching mixture shall be made of the same material and of approximately the same proportions as used for the concrete, except that the coarse aggregate shall be omitted and the mortar shall consist of not more than 1 part cement to 1 1/2 parts sand by damp loose volume. White portland cement shall be substituted for a part of the gray portland cement on exposed concrete in order to produce a color matching the color of the surrounding concrete as determined by a trial patch.
- 8.4 The quantity of mixing water shall be no more than necessary for handling and placing. The patching mortar shall be mixed in advance and allow to stand with frequent manipulation with a trowel without addition of water until it has reached the stiffest consistency that will permit placing.
- 8.5 After surface water has evaporated from the area to be patched, the bond coat shall be well brushed into the surface. When the bond coat begins to lose the thoroughly consolidated into place and struck off so as to leave the patch slightly higher than the surrounding surface. To permit initial shrinkage, it shall be left undistributed for at least one hour before being finally finished. The patched area shall be kept damp for seven days. Metal tools shall not be used in finishing a patch in a formed wall which will be exposed.
- 8.6 Tie holes: After being cleaned and thoroughly dampened, the tie holes shall be filled solid with patching mortar.
- 8.7 Proprietary Materials: If desired by the Contractor, proprietary compound for adhesion or as patching ingredients may be used in lieu of or in addition to the foregoing patching procedures. Such compounds shall be used in accordance with the manufacturer's recommendations and shall be Standard Dry Wall products, or approved equal.

9. CURING AND PROTECTION

- 9.1 General: Exposed surfaces of concrete shall be protected from premature drying and excessively hot or cold temperatures for the period of time necessary for the hydration of the cement and proper hardening of the concrete.
- 9.2 Curing: Initial curing shall immediately follow the finishing operation. Concrete shall be kept continuously moist at least for 24 hours by one of the following materials or methods:
 - 9.2.1 Ponding or continuously sprinkling.

- 9.2.2 Absorptive mat or fabric kept continuously wet.
- 9.2.3 Sand or other covering kept continuously wet.
- 9.3 Immediately following the initial curing and before the concrete has dried, final curing shall be accomplished by one of the following materials or methods:
 - 9.3.1 Continuation of method used for initial curing.
 - 9.3.2 Waterproof paper conforming to "Specifications for Waterproof Paper for Curing Concrete", ASTM C171.
- 9.4 The final curing shall continue for a cumulative number of seven days, not necessarily consecutive, during which the temperature of the air in contact with the concrete is above 50° F. If high-early-strength cement has been used, the final curing shall continue for a total of three days. When the mean daily temperature of the atmosphere is less than 40° F, the temperature of the concrete shall be maintained 50° F and 70° F for the required curing period. When necessary, arrangements for heating, covering, insulating or housing the concrete work shall be made in advance of placement and shall be adequate to maintain the required temperature and moisture conditions without injury due to concentration of heat.
- 9.5 During hot weather, arrangements for installation of windbreaks, shading, spraying, sprinkling, ponding or wet covering shall be made in advance of placement and such protective measures shall be taken as quickly as concrete hardening and finishing operations will allow.
- 9.6 Changes of temperature in the concrete shall be as uniform as possible and shall not exceed 5° F in any one hour or 50° F in any 24-hour period.
- 9.7 Protection From Mechanical Injury: During curing the concrete shall be protected from damaging mechanical disturbance, heavy shock or excessive vibration. All finished surfaces shall be protected from damage caused by construction equipment, materials or methods and rain or running water.

10. TESTING

- 10.1 The Contractor will obtain samples of, and have various tests conducted on, portland cement concrete placed on the Project. The Contractor will cooperate to the fullest with the person retained to sample and test concrete.
- 10.2 Sampling and testing will include, but shall not be limited to, slump, air-content, compressive strength, coarse aggregate gradation, and fine aggregate gradation.
- 10.3 The Engineer may reject and the Contractor will remove any concrete in non-conformance with the Specifications.
- 10.4 Concrete shall be sampled and tested at the rate of not less than one representative sample per days placement, minimum, or one representative sample for each 20 C.Y. of concrete placed.

11. FORMS

- 11.1 Forms shall be true and rigid and built to the line, shape, and grade shown on the plans. They shall be made of sound and reasonably smooth lumber, plywood, or steel. Joints shall be mortar tight and forms shall be tied and braced to prevent any bulging or deflection during concreting. Cut cleanouts at bottom as required for removal of sawdust and debris. The Engineer's approval of the forms is required before placing concrete.
- 11.2 Before reusing forms, or when using second-hand lumber for forms, they shall be cleaned and all nails removed therefrom. Immediately before pouring, all forms shall be thoroughly cleaned of all dirt, debris, and foreign matter.
- 11.3 Forms for exposed concrete beams, girders, columns, pilasters and walls shall provide for one (1) inch radius or flat bevel on external corners.

12. MEASUREMENT AND PAYMENT

- 12.1 Measurement: Concrete shall not be measured and shall be considered incidental to the bid item to which it relates.
- 12.2 Payment: Concrete shall not be paid for separately, but shall be paid for in the bid item to which it relates. Payment shall constitute full compensation for all labor, materials, testing and supervision required to complete this section.

PRECAST CONCRETE SECTIONS.....03400

1. GENERAL

- 1.1 Description: The items specified in this section shall cover all materials used for construction of precast concrete sections as shown on the drawings and as required for construction of various hydraulic elements.

2. MATERIALS

2.1 Precast Reinforced Concrete Manhole, Valve and Meter Boxes:

- 2.1.1 Precast sections shall meet the requirements of ASTM C478-67T and these subsequent specifications. Precast reinforced concrete sections shall have the same basic dimensions as shown on the detailed drawing. Where precast sections are jointed together, an approved mastic sealant or rubber gasket shall be utilized on the contact area of the sections to establish an effective watertight joint. This shall be in addition to any concrete grouting employed in making the joint. The base shall be constructed of 4,000 minimum psi concrete with a maximum slump of 4 inches and vibrated. The bottom section shall be set into the concrete base a minimum of 4 inches. A poured concrete base shall extend a 16 inches minimum from outside of barrel and be reinforced with #6 bars at 6 inches on center each way. The base and invert shall be of the same basic design shown on the detailed plans. Precast concrete base sections may be utilized as approved by the Engineer.
- 2.1.2 The precast reinforced concrete sections shall be of the type and configuration shown on the drawings and all units shall be provided by one manufacturer. Cover slab shall be cast as depicted on the drawings.
- 2.1.3 Cement used in the construction of precast reinforced concrete sections shall conform to the requirements of the standard specifications for portland cement, ASTM Designation C150-67, Type 1 or V.
- 2.1.4 Mastic Joint Materials: Sealant materials shall meet or exceed Federal Specifications SS-5-00210-(210-A) and AASHTO M-198 and shall be suitable for application in vertical and horizontal joints. Sealant shall be as manufactured by Hamilton-Kent, Ram-neck, or approved equal.

2.2 Castings:

2.2.1 General Requirements:

- 2.2.1.1 All castings shall be made of clean, even grain, tough, gray cast iron. The casting shall be smooth, true to pattern, and free from projections, sand holes, warp, and other defects that would interfere with the use of or impair the serviceability of the casting. All castings shall be well cleaned before enamel.
- 2.2.1.2 The iron used for these castings shall conform to the specifications of the ASTM designation A48-74 for class 30 gray iron. The "8" test bar (1.2" diameter x 21" long) shall be used to prove the quality of iron used.

2.3 Mortar:

2.3.1 General:

- 2.3.1.1 The term cement mortar utilized in any section of these specifications shall be construed to mean mortar as specified hereinafter.
- 2.3.1.2 The mortar shall be composed by volume of one (1) part cement and three (3) parts aggregate and shall conform to type M mortar, ASTM Designation C270-64T, or the latest revision thereof, and as specified hereinafter. The mortar shall have a minimum compressive strength of 2800 psi in 28 days.
- 2.3.1.3 The method of measuring materials shall be such that the specified proportions of the mortar materials can be controlled and accurately maintained.
- 2.3.1.4 All materials for the mortar shall be mixed for at least three (3) minutes with the maximum amount of water to produce a workable consistency in a mechanical batch mixer.
- 2.3.1.5 Mortars that have stiffened because of evaporation of water from the mortar shall be retempered by adding water as frequently as needed to restore the required consistency. Mortars shall be used and placed in final positions within two and a half hours after mixing.

2.3.2 Materials

- 2.3.2.1 The cement shall be portland cement, Type I or Type III conforming to ASTM Designations C150-68.
- 2.3.2.2 The aggregate shall be free from all organic and any other deleterious matter and shall conform to ASTM Designation C33-67 and shall have a sieve analysis within the following limits.

<u>Sieve</u>	<u>Percent Passing</u>
3/8"	100%
No. 4	95 to 100%
No. 8	80 to 100%
No. 16	50 to 85 %
No. 30	25 to 60 %
No. 50	10 to 30 %
No. 100	2 to 10 %

3. **EXECUTION**

3.1 Installation:

- 3.1.1 Size and Location: Units shall be constructed at the location and to dimensions indicated on the drawings.

- 3.1.2 Joints: The joints in the sections shall be set in a bitumastic material or utilize an O-ring gasket to produce a watertight joint.
- 3.1.3 Pipe Connections: Inlet and outlet pipes shall extend through the walls of the structures a sufficient distance beyond the outside surface to allow for connections and shall extend beyond the inside surface of the wall the distance shown on the drawing. On gravity sewers, A-Lok shall be so placed around the pipes to provide full continuous contact between the gasket and the outside of the pipe, to prevent leakage and to form a neat connection. On gravity sewers, A-Lok gaskets shall be provided in all precast bases. For valve and meter boxes pressure piping may be grooved at the opening.
- 3.1.4 Inverts: Invert shall be smooth and semi-circular in shape conforming to the inside of the bottom section. Precast bases are specified as approved by the Engineer.
- 3.1.5 Lifting Holes: All lifting holes shall be thoroughly wetted and completely filled with non-shrinking grout to form a watertight seal.
- 3.1.6 Castings: All castings, frames, and covers shall be set true to line and to correct elevation upon a full bed of mortar. The unit shall not be disturbed until the Mortar or concrete has hardened to adequate strength. Frames and covers shall have true common bearing surfaces, such that the covers will seat firmly without rocking or shifting. Frame and cover shall have an opening of 24" diameter, a minimum weight of 350 lbs, and be approved by the Owner. Manholes shall be PVC coated ductile iron.
- 3.1.7 Precast concrete manholes shall be used on this project and shall conform to the dimensions and details as shown on section plans and meeting ASTM C478 specifications. Cement used in the construction of precast reinforced concrete manholes shall conform to the requirements of the Standard Specifications for Portland Cement (ASTM Designation: C150).
- 3.1.8 The minimum shell thickness for precast concrete manholes shall be:
- At a depth of 0 to 16 feet:
One-twelfth internal shell diameter or 4 inches, whichever is greater.
- At a depth of 16 feet of more:
One-twelfth internal shell diameter plus one inch or 5 inches, whichever is greater.
- 3.1.9 Cleaning: All new units shall be cleaned of silt, debris, or foreign matter of any kind.
- 3.1.10 The internal piping shall be constructed using pipe lengths and fittings as specified elsewhere herein and as shown on the drawings.
- 3.1.11 Contractor shall insure that the unit shown on the drawing shall be constructed plumb.
- 3.1.12 The exterior of the manhole shall be coated with coal tar epoxy. The interior of the manhole shall be coated with pre-approved white or grey cementitious or epoxy coating.

DIVISION 11

EQUIPMENT

SEWAGE PUMP STATION.....11310

1. GENERAL

- 1.1 Description: The work of this section shall consist of modifications to the Southeast Lift Station. This includes furnishing and installing new guide rails and appurtenances, and installing two new pumps provided by the City. The work includes pumping and cleaning the wet well, installing the new guiderail system, modifications to the piping, structure and electrical systems, and continuation of sewer collection service to the project area.

2. OPERATIONAL CHARACTERISTICS

- 2.1 The lift station is an existing submersible lift station with 3 large pumps and three small pumps. One of the existing small pumps is to be removed, with a 4th larger pump to be installed.
entire operating range.

3. MATERIALS AND EXECUTION

- 3.1 Pump guiderails and appurtenances shall be integral with Grundfos pumps.
- 3.2 Welding: welding shall be in accordance with standard AWS practices, with proper fillet section. All welds shall be sound and free from embedded scale or slag and shall have tensile strength across the weld not less than that of the thinner of the connected sections.
- 3.3 Piping and Valves: The station suction piping shall be fabricated of schedule 40 steel pipes which shall extend down through the common base plate terminating in 150 pound American Standard pipe flanges. The pipes shall be continuously welded where the pipes protrude through the base plate to form a gas tight seal between the pump chamber and wet well.
- The discharge line for each pump shall be provided with a check valve and isolation valve. The valves shall be as specified herein and sized as shown on the plans.
- The station manufacturer shall provide a compression type coupling for installation in the common discharge line.
- 3.4 Plug Valves: Plug valves of the non-lubricated type shall be furnished and sized as shown on the plans. The valve body shall be of high quality cast iron construction with nickel seat. The valves shall be furnished with permanent corrosion resistant bearing surfaces in the upper and lower journals to withstand full rated bearing loads and to provide long life in sewage service.
- 3.5 Check Valves: Each pump discharge piping shall include a wafer style, flangeless check valve sized as shown on the plans and designed for installation between two class 125# flanges. The valve shall be of cast iron ASTM A125 class B construction with 316 stainless steel disc, 316 stainless steel shaft and bronze shaft bushings. An external lever and adjustable spring shall be provided to accomplish quicker closing and to minimize slamming.
- 3.6 Electrical: A new variable frequency drive to match the larger pumps shall be provided.

4. EXECUTION

- 4.1 The pump assembly shall be installed as outlined and shown in these specifications and per manufacturer's recommendations. The Contractor shall install all incidentals as required by manufacturer. All fasteners shall be stainless steel.
- 4.2 **Quality Control:** A pump manufacturers representative shall be present for a minimum of 1-8 hours days to verify proper installation, prepare and start system, and conduct field test to demonstrate satisfactory operation, determine capacity of the pumps, and provide training to owners personnel. Contractor is responsible for readiness and performance of equipment during Quality Control, and all cost associated with additional testing, if required.
- 4.3 **Manuals:** The contractor shall prepare six copies of an Operations and Maintenance (O&M) manual for the entire system. This manual shall be a indexed 3-ring binder and include O & M data submitted data and cut sheets on all elements of the Lift Station.

5. MEASUREMENT AND PAYMENT

- 5.1 All , equipment, materials, work and testing required for a complete and operational lift station shall be measured and paid for in the lump sum bid item to which it relates.

DIVISION 16

ELECTRICAL

GENERAL PROVISIONS.....16050

1. CODES AND STANDARDS

- 1.1 Codes: All work shall be done in accordance with the latest rules and regulations of National Electrical Code, the National Electrical Safety Code, and the local authorities having jurisdiction over this class of work. The provisions of these codes constitute minimum standards for wiring methods, materials, equipment, and construction. Strict compliance therewith will be required for all electrical work, except where the drawings and specifications require better materials, equipment, and construction than these minimum standards, in which case, the drawings and specifications shall precede the Code requirement.
- 1.2 Standards: Contractor shall complete and make operable the electrical systems of all equipment and devices shown on the drawings. This consideration shall include all electrical interconnections, home runs, and services. Contractor shall provide an operational and functional check of the electrical systems involved.
 - 1.2.1 Contractor shall install, connect and complete all equipment and devices as per manufacturer's certified drawings approved by the Engineer.
 - 1.2.2 All work, selection of materials, ratings, capacities and methods of construction shall be approved by the Engineer in writing before work is started.
 - 1.2.3 The Bidder may request to furnish equivalent items ONLY by submitting his request in writing to the Engineer no later than 14 days prior to bid opening. The Engineer will review the request, and if the items are deemed equivalent, approval will be made in writing.
 - 1.2.4 Materials and equipment shall meet the applicable requirements of NEMA, ANSI IEEE, and the latest edition of IPCEA Publication No. S-19-81, as specified.
 - 1.2.5 Materials and equipment of the types for which there are Underwriters' Laboratories Standard requirements, listings and labels shall have listing of Underwriters' Laboratories and be so labeled, or shall conform to the requirements, in which case, certified statements to the effect shall be furnished, if requested. Use new materials and equipment.
 - 1.2.6 Materials other than those listed shall be the size, type, and capacity indicated by the drawings and the specifications

2. DEFECTIVE MATERIALS AND WORKMANSHIP

- 2.1 The acceptance of any material, equipment, or any workmanship by the Engineer shall not preclude the subsequent rejection thereof, if such materials, equipment, or workmanship shall be found to be defective after delivery or installation, and any such materials, equipment, or workmanship found defective before final acceptance or the construction shall be replaced or remedied, as the case may be, by and at the expense of the Contractor. Any such condemned material or equipment shall be immediately removed from the project site by the Contractor and at the Contractor's expense. The contractor shall not be entitled to any payment hereunder as long as any defective materials, equipment, or workmanship in respect to the project, of which the Contractor shall have had notice, shall not have been replaced or remedied, as the case may be.
- 2.2 Notwithstanding any certificate which may have been given by the Engineer, if any materials, equipment, or any workmanship which does not comply with the requirements of this contract shall be discovered within one (1) year after completion of construction of the project, the Contractor shall replace such defective materials or equipment, or

remedy any such defective workmanship within thirty (30) days after notice in writing of the existence thereof has been given by the Owner. If the Contractor shall be called upon to replace any defective materials or equipment, or to remedy defective workmanship as herein provided, the Owner, if so requested by the Contractor, shall de-energize that section of the project involved in such work. In the event of failure by the Contractor to do so, the Owner may replace such defective materials or equipment, or remedy such defective workmanship, as the case may be, and in such event, the Contractor shall pay to the Owner the cost and expense thereof.

3. TEST AND INSPECTION

- 3.1 The Contractor shall provide labor, material, and test equipment, except as noted to the contrary herein, to test all wiring and equipment for continuity, proper polarity, proper phase relation, dielectric strength, operation and alignment after installation. Test equipment and methods shall meet the Engineer's approval. The Engineer shall be notified at least two (2) working days prior to tests and reserves the right to witness any and all such tests. The Engineer shall interpret test results and pass on the acceptability. Contractor supplied work which does not test to the Engineer's satisfaction shall be corrected and re-tested as required without added cost to the Owner. The Engineer reserves the right to perform any test on any phase of the installation utilizing the Contractor's personnel and test equipment.

4. SCOPE OF WORK

- 4.1 The work covered by the specifications shall include furnishing all labor, material, equipment, and services to construct the complete electrical system as shown on the accompanying plans and as specified herein. The work, in general, includes the following principle items:
- 4.1.1 The new service entrance for the new lift station.
 - 4.1.2 The power distribution system for the lift station and its corresponding equipment, including but not limited to manual transfer switch, packaged substation (mini-power zone), equipment mounting rack, grounding and convenience outlets.
 - 4.1.3 The pump system control panel (design delegated to contractor's control panel vendor).
 - 4.1.4 The lighting system.
 - 4.1.5 The complete conduit and wiring system for pump control panel and well pumps.
 - 4.1.6 All wiring, raceways, terminations, labeling, testing, etc.
 - 4.1.7 Demolition of the existing service entrance for the old lift station, after the new lift station is fully operable.

5. DRAWINGS

- 5.1 The design drawings, which constitute an integral part of this contract, shall serve as the working drawings. They indicate the general arrangement and are generally diagrammatic; and locations of outlets and equipment shall be governed by structural conditions and obstructions. This is not to be construed to permit redesigning systems. All outlets shall be interconnected as shown on the drawings.
- 5.2 Where it is necessary to connect to existing utilities, services and/or equipment, they have been located as accurately as possible using information available. Exact location is not guaranteed. The Contractor must inspect such conditions and determine exact

locations as required. Variations from locations indicated will not be basis for additional compensation.

- 5.3 The Contractor shall review the plans of all phases of this project and shall adjust his work to conform to all conditions indicated thereon.
- 5.4 All modifications or relocations shall be approved by the Engineer prior to actual work.
- 5.5 The Contractor shall submit complete connection and schematic wiring diagrams, including a complete list of materials and components used in the electrical system for approval.
- 5.6 Six copies of data on all material and equipment to be incorporated into the project shall be submitted to the Engineer for approval as specified in the General Conditions. This includes all conduit, conductor, fitting, fixtures, etc. The Engineer will subsequently review all data presented and will make the necessary approval in writing.
- 5.7 After approval is granted on material and equipment, the Contractor may the install the equipment in the project.

6. ELECTRICAL SERVICE

- 6.1 The lift station is located in an area served by Westar Energy. The contractor shall coordinate with the electrical service provider as necessary to provide the new electrical service to the new lift station as per the intent of the drawings, and for removal of the electrical service to the old lift station after the new lift station is fully operational.

CONDUIT AND FITTINGS 16110

1. MATERIALS

- 1.1 All conduit shall be low carbon, hot dipped galvanized, heavy wall, rigid steel conduit (GRS); stainless steel heavy wall rigid conduit, PVC-coated GRS conduit, or rigid polyvinyl chloride (PVC) heavy wall conduit, as specified and as indicated on the drawings.
- 1.2 All conduit shall bear the Underwriters' Label of approval and shall be manufactured according to American Standards Association Specifications.
- 1.3 Minimum size of conduit shall be three-fourths (3/4) inch, except as specifically noted on the plans.
- 1.4 Special conduit fittings shall be appropriate for each application. Conduit systems shall be installed in a neat and workmanlike manner.
- 1.5 PVC-coated GRS conduit: Before the PVC coating is applied, the hot dipped galvanized surfaces shall be coated with an epoxy-acrylic primer to ensure a bond between the steel substrate and the coating. A two-part red urethane chemically cured coating shall be applied to the interior of all conduit and fittings. The internal coating shall be applied at a nominal 2-mil thickness. The urethane internal coating shall afford sufficient flexibility so as to permit field bending without cracking or flaking of the interior coating.
 - 1.5.1 The PVC coating shall be bonded to the primed outer surface of the conduit and fittings. The thickness of the PVC coating shall be a minimum of 40 mils. Every female opening shall have a PVC sleeve extending one-conduit diameter or 2 inches beyond the opening, whichever is less. The inside diameter of the sleeve shall be the same as the outside diameter of the conduit before coating. The wall thickness of the sleeve shall be minimum of 40 mils.
 - 1.5.2 All fittings, condulets, mounting hardware, and accessories shall be PVC coated by the manufacturer. All hollow conduit fittings shall be coated with the same red interior urethane coating as described above. The screw heads on condulets shall be re-encapsulated with a corrosion-resistant material by the manufacturer.
 - 1.5.3 All damaged coatings shall be repaired according to the manufacturer's instructions.
 - 1.5.4 PVC coated rigid steel conduit, condulets, and fittings shall be as manufactured by Robroy Industries.

2. INSTALLATION

- 2.1 Exposed conduit runs, where allowed, shall be parallel or perpendicular to equipment racks. Conduit shall be installed in an approved manner, and rigidly supported with approved conduit clamps. Distance between conduit supports shall not exceed five (5) feet.
- 2.2 All metallic conduit shall be cut square and threads for rigid conduit shall be cut and cleaned before reaming. Each underground joint shall be sealed with spray plastic for water proofing and corrosion protection. Conduit must be securely fastened to all outlet boxes with double locknuts to provide continuity of ground. Bushings of approved make must be used, care being exercised to see that the full number of threads project through to allow the bushings to butt up tight against the end of the conduit. Conduit shall be

joined by approved couplings and shall have ends butted in all cases. The use of running threads will not be permitted. Where conditions make it impossible to use standard threaded couplings, approved watertight conduit unions shall be installed as to make a continuous bond between the conduits connected.

- 2.3 All ends of conduit shall be properly reamed to remove rough edges and whenever a conduit enters a box or other fittings, it shall be securely fastened by the use of a locknut inside and outside of the box or fitting. An approved bushing shall be installed on the ends of all conduits in such a manner as to protect the wire from abrasion. The contractor shall so lay out and install the conduit systems as to avoid all other services or systems, the proximity of which may prove injurious to the conduit or the wires or conductors which it confines.
- 2.4 All conduits with conductors exiting into areas without the use of boxes, shall be supplied and installed with insulating bushings as approved for this purpose, to protect the conductors from physical damage.
- 2.5 All polyvinylchloride conduit shall be cut square and joints made with an approved solvent cement. A grounding conductor shall be installed in conduit to insure continuity of ground.
- 2.6 All conduit and fittings installed outdoors shall be rain-tight and shall be pitched and drained as required by the National Electrical Code.
- 2.7 All underground conduit or ducts, where not located below the frost line, shall be arranged to drain in accordance with the NEC.
- 2.8 Conduit types shall be as indicated on the drawings.
- 2.9 All underground conduit not encased in concrete shall be buried a minimum twenty-four (24) inches deep. Conduit shall further be laid in a bed of sand with a minimum of two (2") inch coverage top and bottom, with plastic utility marking tape above conduit.
- 2.10 Right angle turns shall consist of symmetrical bends. Bends and offsets shall be avoided wherever possible. Field bends shall be made so as to avoid changing the internal diameter of the conduit and so as not to damage its protective coating either outside or inside. Bends shall be free from kinks, indentation, or flattened surfaces and shall be made with approved conduit bending machines or devices, in accordance with recommended radii per the NEC. No more than four ninety (90) degree bends will be allowed in any one conduit run. Where more bends are necessary, a suitable pull or junction box shall be installed. All junction boxes shall be sized in accordance with the NEC.
- 2.11 Any required excavation and backfill shall be in accordance with the requirements of Division 2.

CONDUCTORS AND CABLES..... 16120

1. GENERAL

- 1.1 All wire and cables shall be of copper and shall be free from kinks and defects when installed. Aluminum wire shall not be installed.
- 1.2 All wire used in this project shall be new and shall be identified by type and manufacturer.
- 1.3 All wire and cable shall be approved by the Engineer, as herein before outlined.

2. MATERIALS

- 2.1 Minimum wire size shall be No. 12 AWG and shall have six hundred (600) volt insulation unless otherwise specified.
- 2.2 Insulated wire and cable shall have size, type of insulation, voltage, and manufacturer's name permanently marked on outer covering at regular intervals not exceeding four feet. Wire and cable shall be delivered in complete coils or reels with identifying tags, stating size, type of insulation, voltage, and manufacturer's name.
- 2.3 Wire and cable shall be suitably protected from weather and other damage during storage and handling, and shall be in first class condition after installation.
- 2.4 Conductors shall be soft drawn copper ASTM B3 for solid wire, ASTM B8 for stranded conductors. Conductor wire sizes shall be American Wire Gauge (AWG); all wire of #8 and larger shall be stranded.
- 2.5 Power wiring shall be type XHHW-2, unless otherwise specified.

3. INSTALLATION

- 3.1 All conductors shall be continuous with no splices made in the conduit. All splices, taps, or connections shall be joined by mechanical means. All contact surfaces shall be cleaned to assure maximum conductivity. All equipment that is not furnished with connectors shall be provided with approved AL-CU lug-Type terminal connectors.
 - 3.1.1 Each 120-volt branch circuit must be provided with a neutral wire, and in no case may the neutral wire be interrupted or fused.
 - 3.1.2 All feeder and branch circuits shall be installed in conduit, and shall meet all applicable provisions of NEC.
 - 3.1.3 Branch circuits shall be wired so that the neutral and the ground conductors are continuous, and will not be interrupted by removal of any fixture, receptacle, or other device.
- 3.2 Unless otherwise noted, equipment shall in all cases be wired so that when facing the front of the equipment, Phase "A" appears at the front, top or left, Phase "B" in the center and Phase "C" at the bottom, back, or right hand side.

- 3.3 Conductors for all power and lighting circuits shall be identified by the following color code:

	<u>460 Vac</u>	<u>120/240 Vac</u>
Phase A	Brown	Black
Phase B	Orange	Red
Phase C	Yellow	N/A
Neutral	NA	White
Ground	Green	Green

Identification of conductors, #8AWG and smaller shall be made by use of colored conductors only. Identifications of conductors of #6AWG and larger shall be made by use of colored conductors or colored plastic tape. If colored plastic tape is used for conductor identification, it shall be installed on conductors at every junction box and equipment enclosure. Control cable conductors shall be identified at the terminal designations in equipment to which it connects. Underground cables shall be properly identified as to phase by use of a non-corrosive metal tag at each end of the cable run. The metal tag shall be stamped with letters not less than one-half (1/2) inch in height.

PULL BOXES AND JUNCTION BOXES..... 16132

1. GENERAL

- 1.1 Junction boxes and pull boxes shall be furnished and installed where indicated on the drawings, or as required by the NEC, or where necessary to facilitate pulling in wires and cables without damage to the conductors and cables.

2. MATERIALS

- 2.1 Boxes of the proper size and type shall be furnished as required by the installation conditions. Boxes shall be gasketed to prevent moisture intrusion. All boxes shall be metallic; fiberglass or plastic boxes shall not be used.
- 2.2 Pull boxes located in ground shall be Quazite or pre-cast concrete.
- 2.3 Junction boxes located on equipment racks in pits, or manholes subject to the weather or corrosive environments shall be fiberglass reinforced non-metallic enclosures, suitable for indoor and outdoor applications.

WIRING DEVICES 16140

1. GENERAL

- 1.1 Wiring devices shall be furnished and installed as specified and scheduled herein, or as approved.
- 1.2 This section includes the following: ground fault interrupter receptacles, snap switches, and covers.
- 1.3 Provide wiring devices, in types, characteristics, grades, colors, and electrical ratings for applications indicated, which are UL listed and comply with NEMA standards.

2. MATERIALS

- 2.1 Receptacles shall be duplex 20A, 125V, NEMA type 5-20R straight blade with "U" shaped grounding slot and shall be weather-rated.
- 2.2 Ground fault interrupter receptacles shall conform to UL Standard 943, Class A (GFCI) and 498 (receptacle) with a temperature tolerance range of -32°F to 158 °F, and to trip at 5mA ($\pm$ 1 mA) threshold.
- 2.3 Receptacle covers shall be constructed rain-tight so the integrity of the weather proof enclosure is maintained when a plug is inserted into the device. Covers shall be commercial specification grade aluminum and shall be padlockable.
- 2.4 Snap switches shall be constructed of silver alloy contacts and an extra wide rust resistant strap. Terminals shall have a large brass binding head terminal that will accept up to No. 10 CU wire. Switches shall be rated for 120/277V 20A application. Switches shall be industrial specification Grade, and UL Listed, CSA certified, and comply with UL 20.
- 2.5 Switch covers shall be aluminum, rain-tight and shall have integral padlocking provisions or shall be fitted with a metallic padlocking attachment.
- 2.6 Outlet boxes for wiring devices shall be type FS or FD with cast conduit fittings and shall be as manufactured by Crouse Hinds, Thomas & Betts or equal.

3. INSTALLATION

- 3.1 All receptacles shall be tested to verify proper wiring and ground fault interruption. Wiring check shall include testing for open ground, reverse polarity, open neutral, open hot, hot/ground reversed and hot/neutral reversed. Correct conditions that do not pass testing.
- 3.2 Snap switches shall be tested to verify proper on/off operation of the circuit controlled.

ELECTRICAL SUPPORTING DEVICES.....16190

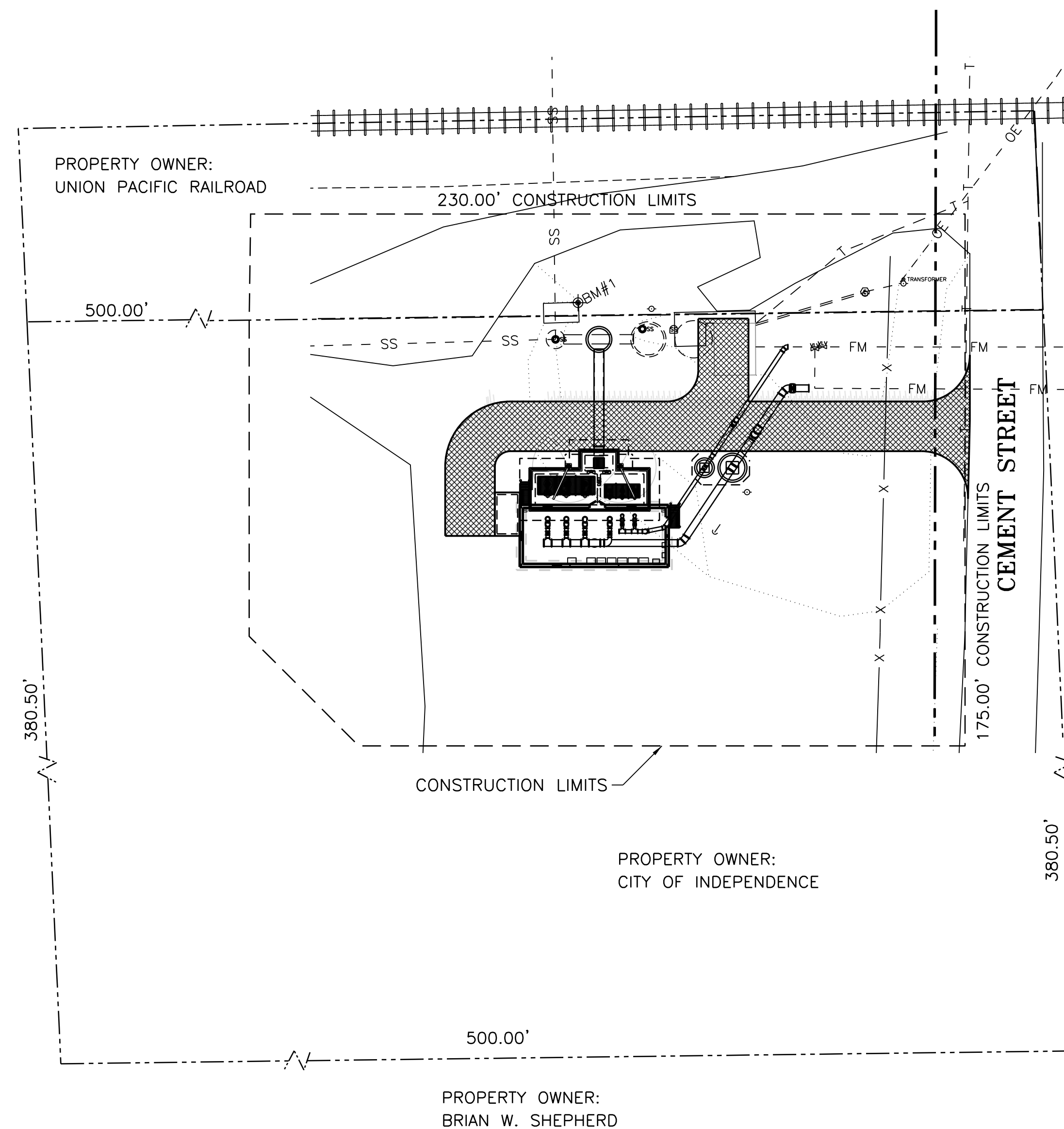
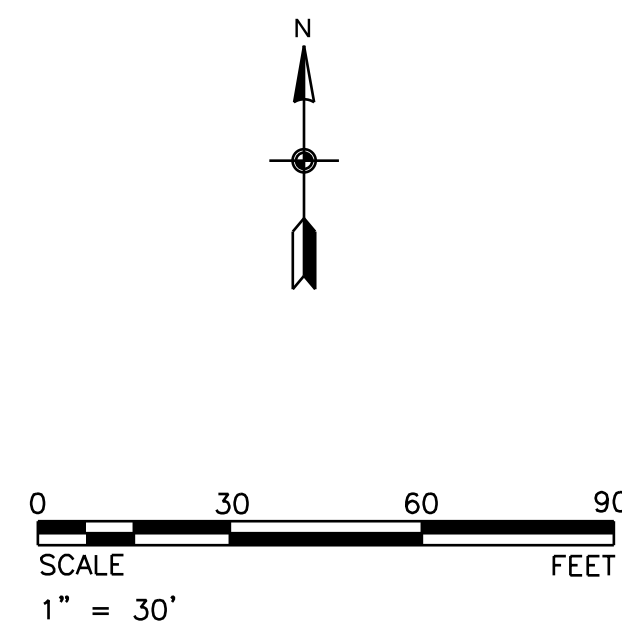
1. MATERIALS

- 1.1 Supports for conduit shall consist of galvanized steel conduit clamps of an approved type, designed for the types and sizes of raceways supported.
- 1.2 Fabricated metal equipment support racks shall be bolted structural steel shapes, fabricated to fit the dimensions of the supported equipment. The support rack shall be of sufficient structural strength to hold all supported equipment plus 400 pounds without warping, bowing or bending. All hardware shall be galvanized steel or stainless steel. All fasteners shall be installed using locking washers, nuts, spring nuts, and/or twirl nuts. Welded connections are prohibited. For galvanized surfaces, clean bolted connections and abraded areas and apply galvanizing-repair paint to comply with ASTM A780.

**CITY OF INDEPENDENCE
INDEPENDENCE, KANSAS**

1	COVER SHEET
2	PUMP STATION PLAN
3	SECTION C-C
4	SECTION E-E
5	SECTION F-F
6	ELECTRICAL DETAILS SHEET 1
7	ELECTRICAL DETAILS SHEET 2

REPLACE 40 HP PUMP WITH 100 HP PUMP



PROPOSED PAVEMENT	
PROPOSED GRAVEL SURFACING	
PROPOSED CONTOUR ELEVATIONS	
EXISTING CONTOUR ELEVATIONS	
PROPOSED SANITARY SEWER	
EXISTING SANITARY SEWER	
PROPOSED STORM SEWER	
PROPOSED IMPROVEMENTS	
EXISTING RIGHT-OF-WAY	
PROPERTY LINE	
EXISTING OVERHEAD ELECTRIC	
PROPOSED ELECTRIC	
PROPOSED WATER	
EXISTING WATER LINE	
UTILITY POLE	
TELEPHONE RISER	
TELEPHONE LINE	
GAS LINE	
EXISTING FENCE	
TREES	



PROPERTY OWNER:
BUZZI CEMENT COMPANY

OWNER - DEVELOPER	
CITY OF INDEPENDENCE	DATE
PROJECT ENGINEER	
	DATE

0
0
0
0
0
0
0
0
0

SOUTHEAST LIFT STATION IMPROVEMENTS

INDEPENDENCE, KANSAS

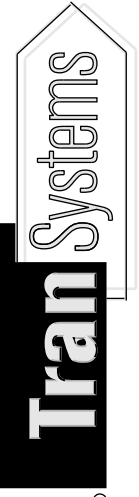
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PROJ NO: P112100021
SCALE: 1" = 30'
DATE: 6/20/2022
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: SDT
SHEET TITLE:

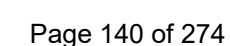
COVER
SHEET

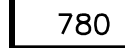
SHEET NO.

SHEET 1 OF 7



INDEPENDENCE, KANSAS 67301
PHONE: 620-331-3999
FAX: 620-331-4082





PILING NOT SHOWN FOR CLARITY

SEE SHEET 2
FOR FITTING LABELS



Tran Systems®

115 SOUTH 6TH STREET
INDEPENDENCE, KANSAS 67301
PHONE: 620-331-3999
FAX: 620-331-4082

CONSULTANTS:

SOUTHEAST LIFT STATION IMPROVEMENTS

INDEPENDENCE, KANSAS

[illegible]

PROJ NO: P112100021
SCALE: 1" = 5'
DATE: 6/20/2022
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: SDT

SHEET TITLE:

SECTION
C-C

SHEET NO.

SHEET 3 OF 7



Tran Systems

115 SOUTH 6TH STREET
INDEPENDENCE, KANSAS 67301
PHONE: 620-331-3999
FAX: 620-331-4082

CONSULTANTS:

SOUTHEAST LIFT STATION IMPROVEMENTS

INDEPENDENCE, KANSAS

[illegible]

PROJ NO: P112100021

SCALE: 1" = 5'

DATE: 6/20/2022

DESIGNED BY: SDT

DRAWN BY: CLH

SHEET TITLE:

SECTION
E-E

SHEET NO.

SHEET 4 OF 7



Trans
Systems

115 SOUTH 6TH STREET
INDEPENDENCE, KANSAS 67301
PHONE: 620-331-3999
FAX: 620-331-4082

CONSULTANTS:

SOUTHEAST LIFT STATION IMPROVEMENTS

INDEPENDENCE, KANSAS

[illegible]

PROJ NO: P112100021

SCALE: 1" = 5'

DATE: 6/20/2022

DESIGNED BY: SD
DRAWN BY: CLH

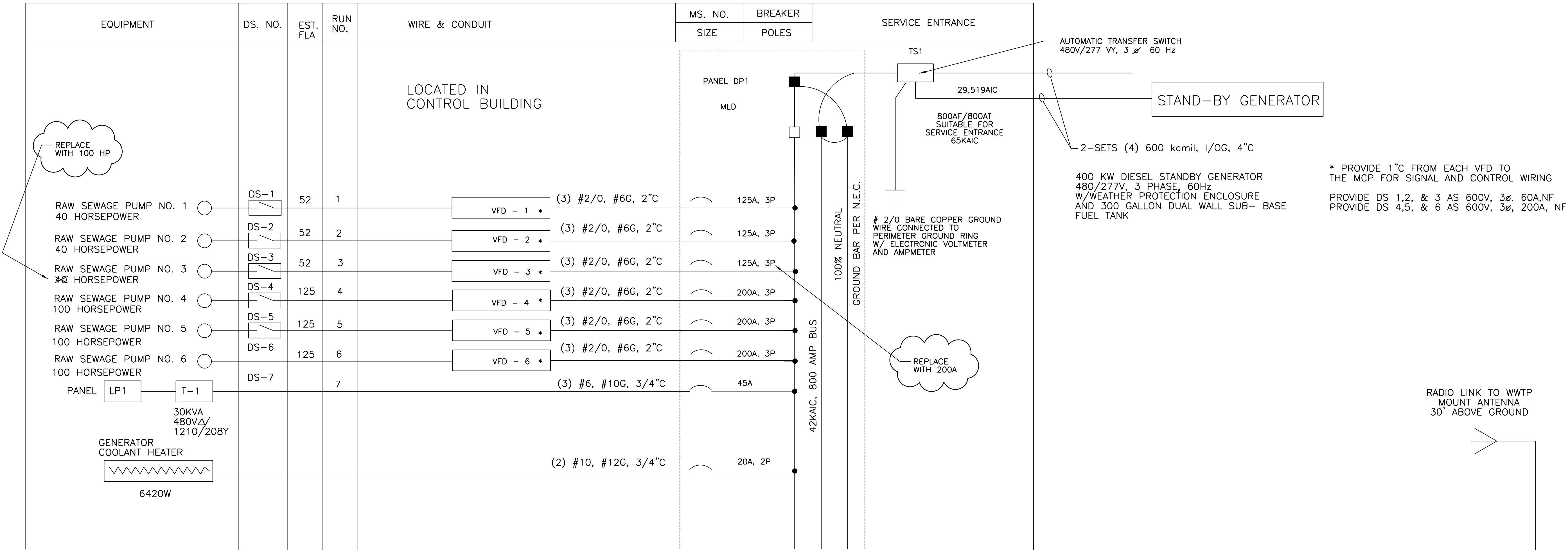
SHEET TITLE:

SECTION
F-F

SHEET NO.

SHEET 5 OF 7

ELECTRICAL DISTRIBUTION DIAGRAM



CONSULTANTS:

SOUTHEAST LIFT STATION IMPROVEMENTS
INDEPENDENCE, KANSAS

REVISIONS:	DATE	DESCRIPTION

PROJ NO: P112100021
SCALE: 1" = 1'
DATE: 6/20/2022
DESIGNED BY:
DRAWN BY:
CHECKED BY:

SHEET TITLE:
**ELECTRICAL
DETAILS 1**

SHEET NO.
SHEET 6 OF 7



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 25, 2022

Department Public Works & Utilities

Director Approval John Garris, Jerry Harrison

AGENDA ITEM Consider placing Stop Signs at the Intersection of Enterprise and Hackney.

SUMMARY RECOMMENDATION Authorize placement of signs.

BACKGROUND Currently the intersection of Enterprise and Hackney is not a controlled intersection, since prior to the construction of the new Fedex facility and the Precision expansion, little to no traffic was seen that would require stop signs. Now that Enterprise will be open for traffic, it is suggested that stop signs be placed on Enterprise in order to control the intersection and avoid the potential for traffic accidents.

The attached photo shows the approximate locations of the new signs.

FINANCIAL INFORMATION The cost will include the purchase of the signs, poles, and labor to install, which will be minimal.

SUGGESTED MOTION I move to approve placement of two new traffic signs as shown at the intersection of Enterprise and Hackney.

SUPPORTING DOCUMENTS

1. Proposed Stop Signs at the Intersection of Hackney and Enterprise

Proposed Stop Signs at the Intersection of Hackney and Enterprise





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 25, 2022

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider authorizing TranSystems to prepare and submit a KDOT Off-System Bridge grant applications for the Cherry Street Bridge.

SUMMARY RECOMMENDATION Authorize preparation and submittal of a grant for Cherry Street Bridge.

BACKGROUND Kansas Department of Transportation (KDOT) Off-System Bridge applications for the fall 2022 round are due on September 2, 2022.

The City has submitted Cherry street for this grant before as the bridge has been evaluated and the time for replacement is near.

FINANCIAL INFORMATION

Costs below include cost escalation due to inflation, per KDOT.

Estimated Cost	Estimated City Match – (10%)	Total City Cost
\$465,000	\$49,000	\$49,000

SUGGESTED MOTION I move to authorize TranSystems to prepare an application for KDOT's Off-System Bridge Program for the Cherry Street Bridge and to submit the application to KDOT.

SUPPORTING DOCUMENTS

1. Cherry Street Application, 2022

OFF-SYSTEM BRIDGE PROGRAM APPLICATION

Usage Instructions

This form should be completed electronically and printed.

Many of the data fields have pulldown lists to use for data entry. When you place your mouse curs will see a small down arrow appear to the right of the data field. Now "Click" on the small down an "Click" on the desired value in the list and your selection will be input into the data field.

If you have any questions please contact the Bureau of Local Projects (BLP) at (785) 296-3861.

Specific data field instructions

Notice there are 3 tabs within this spreadsheet: "Read Me", "Off-System Sample Application" and 'Me" includes instructions. The "Off-System Sample Application" is an example for reference to he Application".

Revision Notes:

or in the data field and "Click", you
row and the pulldown list will appear.

"Off-System Application". This "Read
elp comple the "Off-System

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

OFF-SYSTEM BRIDGE PROGRAM APPLICATION FFY 2024

Program Fiscal Year:	2024
Submittal Date:	8/15/2022

Due Date: 9/2/2022

1. General Applicant Information:

Name of Local Public Agency (LPA):	Allen County
County of Project Location:	Allen County
Primary Contact Name and Title: (should be an elected official or employee of LPA)	Jane Doe
Contact Address:	123 Maple Street, Iola, KS 66749
Phone Number:	620-123-4567
Email Address:	jane.doe@ks.gov

2. Project location and Description:

NBI (15 digit) Structure Number:	000012587532148
LPA Bridge ID:	BR #23
Functional Classification:	Rural Minor Collector
Alternate Route Length (miles):	4.2 miles
Estimated Average Daily Traffic (ADT):	10
Percent ADT Comprised of Heavy Trucks: (School buses, tractor trailers, trash trucks, etc.)	30%
Project Length (miles):	0.10 miles
Is the replacement bridge a Low-Cost Bridge:	No
Are multiple Off-System Bridge Applications being submitted? If so, prioritize this application (Example: 1 of 3)	1 of 3

Answer yes or no to each of the following about the current bridge.

Fracture Critical:	Yes	NBI Item 70 is At/Above Legal Loads:	No
Existing shoo-fly detour:	Yes	Cribbed:	No
On a dead end road: (only one way in and out)	No	Closed:	No

OFF-SYSTEM BRIDGE PROGRAM APPLICATION FFY 2024

Project Location:
1.6 miles north and 1.8 miles east of Main Street
Project Scope and Justification (explain why the bridge is a priority for the LPA):
This project is to replace a 100 foot thru-truss bridge with a narrow 18 foot roadway in poor condition. The current bridge is the only way in and out for 3 landowners. Two of the properties are large cattle ranches and cannot use the bridge due to a 5 ton limit. There is a shoo-fly detour in place to allow trucks access, but during high water the shoo-fly is out of service. The proposed bridge replacement is a 120 foot Reinforce Concrete Haunched Slab with a 28 foot roadway. The new bridge will allow landowners necessary access year round. Allen county is ready to move forward with field check plans, final design, right-of-way acquisition and move utilities required for this project if accepted for funding.

3. Project Cost

Project Cost Estimate			
	Participating	Non-Participating	Total
Construction Eng. (Inspection)	\$ 100,000.00		\$ 100,000.00
Construction Total	\$ 1,800,000.00	\$ -	\$ 1,800,000.00
Bridge	\$ 1,500,000.00		\$ 1,500,000.00
Grading	\$ 300,000.00		\$ 300,000.00
Preliminary Costs (Non-Participating)		\$ 103,000.00	\$ 103,000.00
Preliminary Engineering		\$ 35,000.00	\$ 35,000.00
Right of Way		\$ 58,000.00	\$ 58,000.00
Utility Relocation		\$ 10,000.00	\$ 10,000.00
Inflation Amount at 4.5% / yr-2 yrs	\$ 174,848.00	\$ 9,479.00	\$ 184,327.00
Total Estimated Project Cost	\$ 2,074,848.00	\$ 112,479.00	\$ 2,187,327.00

Program Maximum Award:	\$ 2,000,000.00
Local Share Percentage:	0%
KDOT Share Percentage:	100%

Local Match (0%)	\$ -
Local Match over the Max	\$ 74,848.00
Non-Participating costs	\$ 112,479.00
Total Local Share	\$ 187,327.00
Total Requested from KDOT	\$ 2,000,000.00

4. Coordination

Coordination Information:
Describe any known KDOT or other projects that may need coordination:

Attachment Checklist:

- a. Project Map

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS
OFF-SYSTEM BRIDGE PROGRAM APPLICATION FFY 2024

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

OFF-SYSTEM BRIDGE PROGRAM APPLICATION FFY 2024

Program Fiscal Year:	2024
Submittal Date:	August, 2022

Due Date: 9/2/2022

1. General Applicant Information:

Name of Local Public Agency (LPA):	City of Independence, Kansas
County of Project Location:	Montgomery
Primary Contact Name and Title: (should be an elected official or employee of LPA)	John Garriss
Contact Address:	811 West Laurel Street
Phone Number:	620 332 2500
Email Address:	engineer@independenceks.gov

2. Project location and Description:

NBI (15 digit) Structure Number:	513550530000827
LPA Bridge ID:	Cherry Street Bridge
Functional Classification:	Rural Local
Alternate Route Length (miles):	2.5 Miles
Estimated Average Daily Traffic (ADT):	25
Percent ADT Comprised of Heavy Trucks: (School buses, tractor trailers, trash trucks, etc.)	10%
Project Length (miles):	0.1
Is the replacement bridge a Low-Cost Bridge:	No
Are multiple Off-System Bridge Applications being submitted? If so, prioritize this application (Example: 1 of 3)	No

Answer yes or no to each of the following about the current bridge.

Fracture Critical:	No	NBI Item 70 is At/Above Legal Loads:	No
Existing shoo-fly detour:	No	Cribbed:	No
On a dead end road: (only one way in and out)	No	Closed:	No

Project Location:

Cherry Street Bridge Crossing Whiskey Creek in Independence, Kansas

Project Scope and Justification (explain why the bridge is a priority for the LPA):

Bridge rating is 33. Bridge is due for full replacement due to condition. Bridge overtopps often and Whiskey Creek is a repetitive flooding issue for the community. It is proposed to replace the existing structure with a larger box culvert to improve hydraulics. This project is part of a broader project to improve flooding issues on Whiskey Creek.

OFF-SYSTEM BRIDGE PROGRAM APPLICATION FFY 2024**3. Project Cost**

Project Cost Estimate			
	<i>Participating</i>	<i>Non-Participating</i>	<i>Total</i>
Construction Eng. (Inspection)	\$ 50,000.00		\$ 50,000.00
Construction Total	\$ 330,000.00	\$ -	\$ 330,000.00
Bridge	\$ 200,000.00		\$ 200,000.00
Grading	\$ 130,000.00		\$ 130,000.00
Preliminary Costs (Non-Participating)		\$ 45,000.00	\$ 45,000.00
Preliminary Engineering		\$ 40,000.00	\$ 40,000.00
Right of Way		\$ 5,000.00	\$ 5,000.00
Utility Relocation		\$ -	\$ -
Inflation Amount at 4.5% / yr-2 yrs	\$ 34,969.00	\$ 4,141.00	\$ 39,110.00
Total Estimated Project Cost	\$ 414,969.00	\$ 49,141.00	\$ 464,110.00

Program Maximum Award:	\$ 2,000,000.00
Local Share Percentage:	0%
KDOT Share Percentage:	100%

Local Match (0%)	\$ -
Local Match over the Max	\$ -
Non-Participating costs	\$ 49,141.00
Total Local Share	\$ 49,141.00
Total Requested from KDOT	\$ 414,969.00

4. Coordination

Coordination Information:
Describe any known KDOT or other projects that may need coordination:

Attachment Checklist:

a. Project Map

Completed applications should be emailed to:

KDOT.LPePlans@ks.gov

To confirm receipt, if you do not receive an email response, please follow up with a call to the Bureau of Local Projects at (785) 296-3861.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 25, 2022

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider approving the Third Amendment to the City Manager's Employment Agreement.

SUMMARY RECOMMENDATION Approve the Amendment.

BACKGROUND The City Manager's Employment Agreement requires residency to be established within the corporate boundaries of the City of Independence within a specified timeframe unless otherwise excused. The City Manager has purchased a house within the corporate boundaries of the City of Independence. However, additional repairs are needed before the structure is in a livable condition. After review, the Commission discussed extending the timeframe to relocate from two years to two and a half years, which is reflected in the attached Third Amendment to the Employment Agreement.

FINANCIAL INFORMATION Approval of this amendment will not result in a financial impact to the City.

SUGGESTED MOTION I move to adopt the Third Amendment to the City Manager's Employment Agreement.

SUPPORTING DOCUMENTS

1. Third Amendment to the City Manager's Employment Agreement

Third Amendment to the City Manager's Employment Agreement

This Third Amendment to the City Manager's Employment Agreement is entered into on August 25, 2022, by and between the City of Independence, Kansas, (hereafter "City") and Kelly C. Passauer, (hereafter "Employee").

Whereas, the parties previously entered into an Employment Agreement on September 16, 2020.

And Whereas, the parties previously entered into a First Amendment to the City Manager's Employment Agreement on August 12, 2021 related to other terms and conditions of employment.

And Whereas, the parties previously entered into a Second Amendment to the City Manager's Employment Agreement on December 29, 2021 related to compensation; health, disability and life insurance benefits; and other terms and conditions of employment.

And Whereas, Employee has requested to amend the residency requirement.

And Whereas, after discussion, modifications were approved as set forth below.

Now Therefore, the City Manager's Employment Agreement dated September 16, 2020 and previously amended August 12, 2021 and December 29, 2021 is amended to read as follows:

- 1. Section 18: Other Terms and Conditions of Employment, second paragraph** of the Agreement is amended as follows:
 - a. The City agrees to modify the requirement to obtain residency within the corporate boundaries of the City of Independence from two (2) years to two and one-half (2 ½) years from the original date of this agreement (September 16, 2020). The Employee is required to maintain such residency during the remaining term of this Agreement, unless otherwise excused by the Employer.
- 2.** In all other respects, the Agreement shall remain in full force and effect.

CITY OF INDEPENDENCE, KANSAS

DEAN A. HAYSE, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

APPROVED BY:
CITY EMPLOYEE --

KELLY C. PASSAUER, City Manager



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 25, 2022

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider authorizing the KAN-OKLA 100-Mile Highway Sale on Friday, September 9th and Saturday, September 10th, 2022.

SUMMARY RECOMMENDATION Approve the Chamber's request.

BACKGROUND This annual event is celebrating its 15th year. If approved, the City would partner with the Independence Chamber of Commerce Convention and Visitors Bureau. The City's participation would consist of waiving garage sale permit fees, authorizing the use of the City parking lot behind the I-Mall, and allowing temporary signs in the rights-of-way on the days of the sale only. Please note that although the fees are waived for this event, garage sale permits are still required.

This activity will encourage residents and visitors to participate in the event, thus generating additional revenue for local businesses and the City via increased sales tax receipts.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to partner with the Chamber for the KAN-OKLA 100-Mile Highway Sale on Friday, September 9th and Saturday, September 10th, 2022; which includes waiving garage sale permit fees, authorizing the use of the City parking lot behind the I-Mall and allowing temporary signs in the rights-of-way on the days of the sale only.

SUPPORTING DOCUMENTS

1. Highway Sale Request from Chamber of Commerce



August 10, 2022

Re: 15th Annual KAN-OKLA 100-Mile Highway Sale and Independence City-Wide Rummage Sale

Independence City Commission:

The Independence Chamber of Commerce is excited about the 15th Annual KAN-OKLA 100-Mile Highway Sale that will pass through our community in September. It's a great community event that welcomes travelers and provides a wonderful opportunity to demonstrate true Independence hospitality. In years past, the City of Independence has co-sponsored the sale. Please accept this letter as a formal request for your participation again this year.

Request: Co-Sponsorship with the Independence Chamber of Commerce Convention and Visitors Bureau of the 15th Annual KAN-OKLA 100-Mile Highway Sale and Independence City-Wide Rummage Sale, the waiving of sale permit fees, the allowance of temporary sale signs in the rights-of-way on Friday, September 9th and Saturday, September 10th ONLY and permission to use the parking lot of 8th & Chestnut behind Ane Mae's Coffee and Sandwich House for a group site.

Thank you for your consideration,

A handwritten signature in black ink that reads "Lisa Wilson". The signature is fluid and cursive.

Lisa Wilson

President, Independence Chamber of Commerce

Independence Chamber of Commerce
PO Box 386
616 North Pennsylvania Avenue
Independence, KS 67301

Phone: 620-331-1890 Fax: 620-331-1899 E-mail: chamber@indkschamber.org



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 25, 2022

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider a proclamation celebrating the Community Access Center's 15th Anniversary.

SUMMARY RECOMMENDATION Approve the proclamation.

BACKGROUND The Community Access Center is celebrating its 15th Anniversary, and it is recommended that the Commission adopt a proclamation celebrating this milestone.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I proclaim that the Community Access Center of Independence is formally recognized for outstanding community service upon its 15th Anniversary of operation.

SUPPORTING DOCUMENTS

1. Community Access Center Proclamation 2022

PROCLAMATION 2022

Community Access Center 15th Anniversary

WHEREAS: The Governing Body of the City of Independence, Montgomery County, Kansas, recognizes the significant community service provided by the Community Access Center since opening in July 2007; and

WHEREAS: The Community Access Center has pro-actively partnered with other agencies and has continually worked to enhance services to Independence residents, including but not limited to the development of an informational databank of critical local resources to appropriately direct and assist individuals and families in times of disaster and special need; and

WHEREAS: The Center serves as an important hub, headquarters and/or liaison for community assistance programs, including food and commodities distribution, emergency financial assistance, homeless ministries, veterans' assistance programs, help for young mothers and children; seniors and school children in several counties; and

WHEREAS: The Center serves an average of 300 to 400 people per month with food, utility bill and/or rent assistance and, since opening 15 years ago, has documented assistance to 48,733 people through the Independence Food Bank pantry;

NOW, THEREFORE, I, Dean A. Hayse, Mayor of the City of Independence, do hereby proclaim that the Community Access Center of Independence is formally recognized for outstanding community service upon its 15th Anniversary of operation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Independence, Kansas, to be affixed this day, August 25, 2022.

Dean A. Hayse,
Mayor, City of Independence



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 25, 2022

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider approval of a Downtown Grant Application for sewer line repair at 101 N. Penn Ave.

SUMMARY RECOMMENDATION City Staff recommends approval of the grant request.

BACKGROUND The City of Independence received a grant application from George Nicely, owner of 101 N. Pennsylvania. The applicant requests \$3,651.50 in grant funding for a \$14,606.00 plumbing repair at 101 N. Penn Ave. Anthony Vaughn, property manager, informed the grant committee that they began having issues with sewer smells in the 1st-floor commercial building spaces this summer. Investigation of the odor and they discovered the cast iron sewer piping in the basement was rusted and broken open. They are working with a local plumber and contractor to abandon and install new sewer lines in the basement of the building. 101 N. Penn Ave previously had a Downtown Grant and was reimbursed \$7,500 for a new roof. The Downtown Grant allows \$25,000.00 per downtown building.

FINANCIAL INFORMATION The downtown grant funding available is \$67,462.50.

SUGGESTED MOTION I move to approve a Downtown Grant for \$3,651.50 for sewer line repair at 101 N. Penn Ave.

SUPPORTING DOCUMENTS

1. 101 N. Penn Ave - Grant request 08092022 - Committee Approval
2. City Approval - Document 101 N. Penn - 8_9_22
3. 101 N. Penn - Pic 1
4. 101 N. Penn - Pic 2
5. 101 N. Penn - Pic 3
6. 101 N. Penn - Pic 4
7. 101 N. Penn - Pic 5
8. 101 North Penn - Plumbing Grant Application 8.5.22



August 09, 2022

Downtown Building Grant Committee – Grant request 101 N. Penn Ave

Committee Members Present:

- David Cowan, Lori Kelly, April Nutt, Lacey Lies, Kelly Passauer, and Tabitha Snodgrass

Applicant:

- Anthony Vaughn – property manager present

Application: Anthony Vaughn explained to the committee that this building was purchased over a year ago and they have both rental and commercial properties. This summer an sewage odor began infiltrating the 1st floor commercial properties and it was discovered the basement sewer line was in need of replacement. They have worked with multiple contractors and Wayne is the only plumber willing to work on the project at a cost of \$14,606 and grant funding request of \$3,651.50.

Discussion: The applicant has one previous grant and was funded \$7,500.00 and is still eligible up to \$25,000.

Reminded applicant that the work can't start until after the commission approves the grant.

Committee: All in agreement to approve this grant for commission approval.

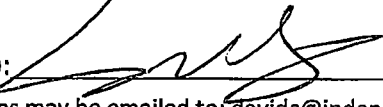
Meeting Adjourned.

David Cowan

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

By signing below, I agree to the participate in the program as outlined, to provide all required information and verifications of work, and to maintain the property and improvements, including, but not limited to promptly removing graffiti, sweeping, and shoveling in front of the property. I certify that to the best of my knowledge all the information provided is truthful and factual. I understand that by participating in this Program, I give my consent for City staff to enter my property to make inspections related to the program and that photos taken of my property can be used in City promotional materials. Monies granted through this program will be reported on IRS Form 1099-G.

Signature of applicant (owner):



Date: 8/9/22

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

FOR CITY OFFICE USE BELOW

☒ Improvements are Eligible for Grant

☒ Real Estate Taxes Current ☐ City Bills Current

N/A Required Supplemental Documentation Received

☒ Before Pictures Taken

☒ Funding Available

☐ Building Permit Required (Yes/No) (No)

☐ Building Permit Issued Permit No. _____

Initial Inspection of Property/Project:

8/9/22 See Attached Inspection Sheet
See Pictures

Application Approval Date: ____/____/____

Approved By: _____

Project Completion Date: ____/____/____

Reviewed By: _____

Program Close-Out Documentation

☐ After Pictures Taken

☐ Improvements Meet City Code and Building Requirements

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

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

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

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

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













DOWNTOWN INDEPENDENCE BUILDING GRANT

To be completed by the applicant:

Owner of Record (must be applicant): 101 NORTH PENN LLC (GEORGE NICELY)
Phone: 913-522-9730 Email: 101northpenn@gmail.com
Mailing Address: 10208 BEVERLY RD Property Address: 101 N PENNSYLVANIA
OVERLAND PARK, KS 66207 102-110 W MAIN ST
INDEPENDENCE, KS 67301

Description of Proposed Improvements:

REPLACE ALL PLUMBING IN BASEMENT W/ PVC PIPE. ROUTE NEW PIPING TO
CITY SEWER WHICH NEEDS TO BE SCREENED FROM PROPERTY TO MAIN DUE
TO DEGRADATION. ABANDON ALL UNDERGROUND CAST IRON SEWER LINES IN CONCRETE.

Estimated Total Cost of Improvements: \$ 14,606

Estimated Cost of Eligible Improvements: \$ 14,606 Grant Funding Requested: \$ 3,651.50

Anticipated Project Start Date: 8 / 22 / 22

Anticipated Project Completion Date: 8 / 26 / 22

Required supplemental documentation:

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

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

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

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

☐ Copy of current insurance policy

☒ Property Tax Statement

Architect / Engineer / Contractor Information:

917 WEST MAIN ST

Contact: ERIC WARE SURVAST Phone: 620-332-4184 Email: _____

Business Name: ERIC'S PLUMBING City License: # _____ Services: PLUMBING

Contact: _____ Phone: _____ Email: _____

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



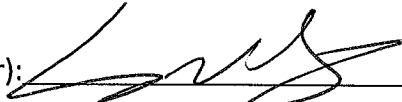
Contact: _____ Phone: _____ Email: _____

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

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

By signing below, I agree to participate in the program as outlined, to provide all required information and verifications of work, and to maintain the property and improvements, including, but not limited to promptly removing graffiti, sweeping, and shoveling in front of the property. I certify that to the best of my knowledge all the information provided is truthful and factual. I understand that by participating in this Program, I give my consent for City staff to enter my property to make inspections related to the program and that photos taken of my property can be used in City promotional materials. Monies granted through this program will be reported on IRS Form 1099-G.

Signature of applicant (owner):



Date: 8/9/22

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

FOR CITY OFFICE USE BELOW

___ Improvements are Eligible for Grant

___ Real Estate Taxes Current ___ City Bills Current

___ Required Supplemental Documentation Received

___ Before Pictures Taken

___ Funding Available

___ Building Permit Required (Yes/No) ___ Building Permit Issued Permit No. _____

Initial Inspection of Property/Project: ___/___/___ See Attached Inspection Sheet

Application Approval Date: ___/___/___ Approved By: _____

Project Completion Date: ___/___/___ Reviewed By: _____

Program Close-Out Documentation

___ After Pictures Taken

___ Improvements Meet City Code and Building Requirements

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

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

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

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

Eric's Plumbing

917 West Main St.
Independence, Kansas 67301
Phone 620-332-4184

Estimate

Date	Estimate #
7/23/22	1519

Name / Address
101 N Penn LLC 110 W. Main St Independence, KS 67301

			Project
Description	Qty	Rate	Total
Estimate to replace sewer line throughout basement, tie into existing sewer line at foundation. This will eliminate broken sewer under basement floor, as well as replace several other broken lines in the basement.			
pvc drain line pipe and fittings		2,400.00	2,400.00
core drill rental and blades		800.00	800.00
TMC Construction - replace concrete in basement floor		2,350.00	2,350.00
Residential Labor - No Tax		6,400.00	6,400.00
if work is done over weekend, add		2,500.00	2,500.00
		Subtotal	\$14,450.00
		Sales Tax (6.5%)	\$156.00
		Total	\$14,606.00



Montgomery County Treasurer's Office
Nancy Clubine, Treasurer

Page # 1

217 E. Myrtle / P.O. Box 767
Independence, Kansas 67301
620.330.1100

PAID TAX RECEIPT

101 NORTH PENN LLC
10208 BEVERLY DRIVE
OVERLAND PARK, KS 66207-0000

Receipt #	572629-001
Taxpayer ID	101N0001
Tax Year	2021
Property Type	Real Estate
Tax Statement #	1235773
Entry/Posting Date	2022/06/06
Penalty Date	2022/06/01

	1st Half <i>PD2021/12/16</i>	2nd Half	Fees & Penalty	TOTAL
ORIGINAL Taxes Due	\$4,818.01	\$4,818.01		\$9,636.02
Paid This Receipt	\$0.00	\$4,818.01	\$20.20	\$4,838.21
Amount Due	\$0.00	\$0.00		\$0.00
Payer: Dennis N		Check # 1017/ Mail		

THANK YOU FOR YOUR PAYMENT

PROPERTY DESCRIPTION - REAL ESTATE

Owner..101 NORTH PENN LLC
Parcel.108-0000043610
CAMA # 099-31-0-20-10-012-00-0-01
Sec...31 Twn.32 Rng.16
Subdiv.W49 - Orig Plat Blk. Lots. St. Addr. 101N PENNSYLVANIA AVE

Clrk Legal:IC 000581
see notes



PAID

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REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 25, 2022

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider approval of the Ordinance Regulating the Building Trades Licensing and 2018 Fire Code.

SUMMARY RECOMMENDATION City staff recommends approval.

BACKGROUND The Ordinance Regulating Building Trade licenses sets standards and requirements for all classifications of contractors in the City of Independence. The purpose of this Ordinance is to enforce the building codes of the City and ensure contractors are properly licensed and following the code. The Ordinance also allows citizens the ability to check and ensure the contractor they have hired is licensed and insured. The provisions of this articles shall not apply to:

1. Maintenance, operation or repair of equipment and accessories used for production or processing by manufacturing or processing plants, or public utilities, or commercial enterprises or governmental agencies.
2. Installation, operation and maintenance of equipment used for the production, generation, transmission or generation of a product or service by a public utility, when such work is done by employees of a public utility upon equipment owned or controlled by such utility.
3. Routine maintenance and repair of a building, including the mechanical, plumbing and electrical systems thereof, by any entity mentioned in subsection (1) of this Section, if such maintenance or repair is minor, does not require the issuance of a building permit, and is done by a person regularly employed by the public utility to perform the work of that type.
4. Work performed upon a one-family or two-family dwelling, including usual accessory buildings or quarters, in compliance with all of the following:
 1. The person performing the work is the owner of such a dwelling;
 2. The person occupies the dwelling;
 3. The owner personally purchases all materials and performs the labor in connection with such work; and
 4. The owner certifies that he will occupy the dwelling for one year from the date the work is completed.

The City of Independence is currently on the 1997 Fire Code and Chief Shawn Wallis has been working with Jeff Chubb to update our Fire Code to the 2018 Fire Code and fees with the following amendments and deletions.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to approve Ordinance 4407 Regulating the Building Trade licensing, Ordinance 4408 adopting the 2018 Fire Code, and Ordinance 4409 establishing the fire permit fees.

SUPPORTING DOCUMENTS

1. Ordinance 4407 - Regulating the Building Trades Licensing
2. Ordinance 4408 - 2018 International Fire Code
3. Ordinance 4409 - Permit Fees Related to the Fire Code

ORDINANCE NO. 4407

AN ORDINANCE REGULATING THE BUILDING TRADES LICENSING

Be it ordained by the Governing Body of the City of Independence, Kansas:

Section 1.

Pursuant to the authority granted to the City by K.S.A. 12-1508 et seq., as amended, the regulation of building trades as set forth in those statutes is hereby adopted and is incorporated by reference as if fully set forth herein subject to the further provisions of this ordinance.

Section 2. Deletions, modifications, supplements or amendments.

DIVISION 1. – Generally

Section 3. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- a) "Apprentice" means a person who is not authorized to supervise or direct work of others and works under the direct supervision of a journeyman or master.
- b) "Board of appeals" (board) means the Building Code Board of Appeals.
- c) "Building sewer" means the part of the horizontal piping of a drainage system which extends from the end of the building drain and which receives the discharge of the building drain and conveys it to a public sewer, private sewer, individual sewage disposal system or other point of disposal.
- d) "Certificate of competency" ("certificate of qualification") means a document which certifies the holder has met or exceeded the standards as provided in this article and has obtained a passing score on a written examination based on nationally recognized codes and standards for the classification applied for.
- e) "Department" means the building services division of the Public Works Department.

- f) "Examination agency" means any person that has been designated to prepare and publish the standard examination for determining the qualifications of persons seeking licensure pursuant to K.S.A. Ch. 12, art. 15 (K.S.A. 12-1501 et seq.).
- g) "Journeyman" means a person who has been issued a certificate as a journeyman, is employed by a licensed building trades contractor, works under the supervision of a master, and can direct the work of an apprentice in the absence of the master.
- h) "Licensed trades contractor" means any person that is engaged in the business of plumbing, electrical, mechanical or sewer work and either holds a master certificate or employs personnel who have been issued a certificate as a master and sometimes referred to in this article as "the licensee."
- i) "Master" means a person who has been issued a certificate as a master and who may engage in business as a licensed building trades contractor.
- j) "Sewer contractor" means any person that is engaged in the business of installing, repairing and removing of building public or private sewers and private sewage disposal systems and has been issued a certificate as a sewer contractor or employs personnel who are certified as a sewer contractor.
- k) "Vocational school" means an accredited school or institution, the curriculum of which is designed to educate and train the participant as a plumbing, electrical or mechanical practitioner, including Plumbers and Steam Fitters Local 664.

Section 4. Scope of article.

The provisions of this article shall not apply to:

- i. Maintenance, operation or repair of equipment and accessories used for production or processing by manufacturing or processing plants, or public utilities, or commercial enterprises or governmental agencies.
- ii. Installation, operation and maintenance of equipment used for the production, generation, transmission or generation of a product or service by a public utility, when such work is done by employees of a public utility upon equipment owned or controlled by such utility.
- iii. Routine maintenance and repair of a building, including the mechanical, plumbing and electrical systems thereof, by any entity mentioned in subsection (1) of this Section, if such maintenance or repair is minor, does not require the issuance of a building permit, and is done by a person regularly employed by the public utility to perform the work of that type.
- iv. Work performed upon a one-family or two-family dwelling, including usual accessory buildings or quarters, in compliance with all of the following:

- The person performing the work is the owner of such a dwelling;

- The person occupies the dwelling;
- The owner personally purchases all materials and performs the labor in connection with such work; and
- The owner certifies that he will occupy the dwelling for one year from the date the work is completed.

Section 5. Right of entry; inspection.

a) In addition to any other right of entry or inspection provided for elsewhere in the ordinances or regulations of the City, the Building Official or representative shall be authorized to enter upon and inspect the premises of any person, governmental agency, manufacturing or processing plant, public utility or other commercial enterprise identified in for the purpose of ascertaining whether maintenance thereof and additions or improvements thereto have been or are being performed in accordance with the building regulations of the City. The entry and inspection may be made at any reasonable time. The Building Official may apply to any court of competent jurisdiction for the purpose of enforcing this right of entry and inspection if the same is denied.

b) Nothing in this Section shall be construed to relieve any person of any duty, provided elsewhere in the City's building regulations, to secure a building permit, perform the work in accordance with standards established by the City, and procure the required inspections.

DIVISION 2. – Trade Licenses

Section 6. Generally.

- a) *Required.* Trade licenses shall be required for all types of work classified and described in this ordinance.
- b) *Application. Required annualizing.* Accompanying the application, each contractor shall have certificates of competency, certificates of insurance, and federal employer I.D. number where required elsewhere in this ordinance or proof of qualification to meet the requirements described.

Section 7. Classification.

The license types authorized for contractors are outlined herein:

- a) *Class A: General Contractor.* Class A license shall entitle the holder thereof to construct, remodel, repair, and/or demolish any structure, commercial, industrial or residential.
- b) *Class B: Residential Contractor.* Class B license shall entitle the holder thereof to construct, remodel, repair, and/or demolish any residential structure.
- c) *Class C: mechanical, plumbing, roofing, Fire Protection and electrical contractors.* Class C license shall entitle the holder thereof to perform HVAC, plumbing, sewer, fire sprinklers, roofing, or electrical services. A "class A or B" license shall not entitle the license holder to perform any of the services designated as Class C.
 - i. CE: Electrical Contractor
 - ii. CF: Fire Protection Contractor
 - iii. CM: Mechanical Contractor
 - iv. CP: Plumbing Contractor
 - v. CR: Roofing Contractor
- d) *Class D: Other Specialty Contractors.*
 - i. DD: Demolition
 - ii. DE: Earthwork
 - iii. DL: Landscaping, fencing & Lawn Sprinkler
 - iv. DS: Swimming Pool
 - v. DT: Tree Removal

Section 8. Contractors license requirements.

Contractor applicants shall be licensed by satisfying one or more of the following provisions, with the exception of "Class A & B":

- a) Class A & B license holders shall be required to hold a certificate of competency or proof of good standing in the industry and provide proof of insurance. If no insurance is provided, the city will note an uninsured status on your license issued.
- b) Class C licenses must present proof of insurance in addition to certifications listed below.
 - i. CE: Electrical Contractor (Master Electrician)
 - 1. Certificate of passage from Nationally recognized testing for electrical standards, K.S.A. 12-1525 – electrical.
 - ii. CF: Fire Protection Contractor
 - 1. Certificate of Certified Installer status
 - iii. CM: Mechanical Contractor
 - 1. Certificate of passage from Nationally recognized testing for HVAC standards, K.S.A. 12-1541, or Certified Installer certificate by the

- product manufacturing company
 - iv. CP: Plumbing Contractor (Master Plumber)
 - 1. Certificate of passage from Nationally recognized testing for plumbing standards, K.S.A. 12-1508 – plumbing.
 - v. CR: Roofing Contractor
 - 1. State of Kansas Roofing License Certificate
- c) Class D license holders shall be required to hold a certificate of competency or proof of good standing in the industry and provide proof of insurance. If no insurance is provided, the city will note an uninsured status on your license issued.

Section 9. Insurance levels required.

Every contractor who applies for and holds a license shall keep in force a policy of general liability insurance including completed operations coverage. Such insurance coverage shall be:

- 1. Class A - \$500,000/& \$1,000,000.00
- 2. Class B - \$300,000.00/\$500,000.00
- 3. Class C - \$500,000/\$1,000,000.00
- 4. Class D - \$500,000/\$1,000,000.00

The insurance policy shall be written with an insurance company licensed to do business in the State of Kansas. In addition, every such contractor shall maintain and procure worker's compensation insurance as required by law. At the time of licensing, a contractor shall provide the Building Department with a certificate of insurance or other satisfactory evidence of insurance coverage required by this Section.

- Contractors shall also provide a federal employer I.D. number to accompany their application. A copy shall be filed with the City Clerk.

Section 10. Change of Supervisor for Class CE and CP Licenses.

- The trade contractor's license shall be valid only as long as the named master remains in the employment of the licensed trade contractor in an active capacity.
- If any changes occur to the individual holding the Master License Certification (such as change of company/termination, death, or revocation) the business entity, must notify the city in writing immediately, or within 30 days of such event.
- Failure to notify of disassociation or change of the master licensee shall cause the trade license to be suspended. To replace the master, a licensee shall file a new application with the department to certify designating another individual who is qualified as required by this article.

Section 11. Fees.

The annual contractor's license fees shall be obtained prior to operating in the City. The amount shall be as follows:

Class A:	General Contractor Commercial, Industrial, residential	\$200.00 / year
Class B:	General Contractor Residential Only	\$100.00 / year
Class C:	Specialty – Electrical/HVAC/Plumbing	\$200.00 / year
Class D:	Other Specialty	\$100.00 / year

Section 12. Term.

All trade contractor licenses issued pursuant to this article shall expire at the end of the calendar year for which they are issued. Building Trade Licenses fees will not be issued on a pro rata basis.

Section 13. Licensee responsibility.

Contractor licensees shall be responsible for all their work under the provisions of this article, and without limitation for the following enumerated duties:

1. To use safety measures and equipment to protect workers and the public in accordance with generally accepted industry practice and as prescribed by City ordinances and regulations or by state and federal statutes and regulations;
2. To obtain a permit when such is required;
3. To faithfully perform all work without substantial departure from the drawings and specifications filed with the City;
4. To complete all work authorized by the permit issued under the authority of the building regulations;
5. To obtain such inspections as are required by the building regulations;
6. To pay all fees imposed pursuant to the building regulations;
7. To obey all federal and state laws and ordinances of the City and orders issued under authority of the building regulations; and
8. In all respects, comply with the requirements of the City Engineer, or agent acting as the City Engineer, and the Director of Public Works in making excavations upon any street, sidewalk, alley, curb or other public property. In connection with any such excavation, a licensee shall: Indemnify the City and hold it harmless from all claims, losses, damages and expenses arising out of any injury or damage to persons or property, which injury or damage is attributable to an excavation made by the licensee or any employee, agent or subcontractor;
 - a. Be solely responsible for properly safeguarding any such excavation, from commencement of the work to completion of filling or resurfacing, unless specifically relieved of such responsibility by the City Engineer, or agent acting as the City Engineer, or Director of Public Works.

Division 3. – Certificate of Competency

Section 14. Qualification Standards Established.

There are hereby established the following standards to be followed:

- a. *Journeyman.* To be eligible to take the journeyman examination, the applicant shall have a minimum two years' experience in the trade as an apprentice, having worked with the City building regulations, or regulations comparable to those in effect within the City. Exception: Successful completion of two years of vocational school can be substituted for one year of apprentice experience.
- b. *Master.* To be eligible to take the master examination, an applicant must provide documented proof of meeting the requirements as set forth in subsection € and (f) of K.S.A. 12- 1509, 12-1526, and 12-1542 and having worked with the City building regulations or regulations comparable to those in effect within the City.
- c. *Master sewer contractor.* To be eligible to take the master sewer contractor examination, an applicant must have two years' experience installing, repairing, removing and maintaining building sewers and private disposal systems.

Section 15. Qualification standards review.

- a. Each candidate must have documented proof of experience pursuant to K.S.A 12-1508, 12-1509, 12-526 and 12-1542. For the purpose of evaluating the education and experience of candidates in accordance with standards established by this article, the Building Inspection Department shall act as the inspector. The inspector shall review documentation on the qualifications of all candidates for certificates issued pursuant to this article.
- b. The Building official shall validate the applicant's experience.

Section 16. Reciprocal certification.

- a. Notwithstanding any other provision of this article, the Building Official shall verify an applicant to work within the City if:
- b. The applicant holds a comparable certificate issued by any governmental entity pursuant to K.S.A. 12-1508, 12-1525, and 12-1541; and
- c. Has paid all fees and furnished such bonds as are otherwise required by the provisions of this article.

Section 17. Annual fees.

The annual fees required for maintenance of a certificate of competency pursuant to this article shall be paid and kept current.

Section 18. Terms.

All certificates issued pursuant to this article shall, unless sooner renewed, expire at the end of the calendar year for which they are issued. Upon renewal, each license and certificate holder shall meet the requirements enacted by this article and pursuant to subsection (a)(4) of K.S.A. 12-1509, 12-1526, and 12-1542.

Section 19. Holder's Responsibility

All certificate holders shall be responsible for the work they assume in accordance with the requirements of this article, without limitation, and subject to the following conditions:

- a. To have a certificate on his/her person at all times.
- b. To present certificate when requested by any members of the Division of Building Services.
- c. To faithfully perform the work without departure from or disregard of approved drawings and specifications.
- d. To obey any order issued under the authority of this article.
- e. In addition to the foregoing, the certificate holder shall maintain supervision of the workers under his direction on a day-to-day basis during normal working hours of the licensee or the certificate holder.
- f. Pursuant to K.S.A. 12-1509, 12-1526, and 12-1542 all licensees shall obtain annually at least six hours of continuing education approved by such local governing body.

Section 20. Violations, Suspension, or revocation

- a. *Authority.* The Governing Body may issue citations for violations, suspend or revoke a certificate issued under the provisions of this article, or terminate reciprocal recognition of a certificate issued by another governmental entity, for any one or more of the following acts or omissions.
 - a. Incompetence;
 - b. Misuse of the certificate;
 - c. Violation of any provisions of this article or the building regulations; or
 - d. Failure to comply with any of the certificate holder's responsibilities as outlined in this article.
- b. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Ordinance. Any person, firm or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, punishable as prescribed by the Sec. 1-14 of the City Code, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this ordinance is committed, continue or permitted and, upon conviction of any such violation, such person shall be guilty of an offense.
- c. *Procedure.* When any of the acts or omissions as enumerated in this Section are committed by a certificate holder, and the Governing Body deems there is sufficient evidence to believe such certificate should be issued a citation, suspended or revoked:
 - i. The certificate holder shall be issued a citation to appear in municipal court for the violation(s).
 - ii. The certificate holder shall be notified of the Governing Body's intent to suspend or revoke such certificate. Such notice shall be in writing, and sent by certified mail to the address listed on the holder's certificate.
 - iii. The certificate holder may request a hearing before the Governing Body. Such request shall be made in writing to the City Clerk within seven days of the receipt of the notice.
 - a. If a request is received, the City Clerk shall set the hearing date within 30 days of the written request.
 - b. If no request for a hearing is received, the Governing Body may suspend or revoke the holder's personal service within ten days of the Governing Body's action.
 - c. The City Clerk shall notify the certificate holder of the Governing Body's action by certified mail or personal service within ten days of the Governing Body's action.

Section 21.

This Ordinance shall take effect upon its publication in the official city newspaper.

Adopted by the Governing Body of the City of Independence, Kansas, on the 25th day of August, 2022.

Dean A. Hayse, Mayor

ATTEST:

David Schwenker, City Clerk

ORDINANCE NO. 4408

An Ordinance Adopting the 2018 International Fire Code (IFC)

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

Section 1. City Code Section 46-76 is hereby amended in its entirety to read as follows:

Sec. 46-76. Code adopted.

The International Fire Code, 2018 edition, including appendices B, C, D, E, F, G, and N published by the International Code Council, Inc., 500 New Jersey Ave., NW, 6th Floor, Washington, DC 20001, save and except such portions as are omitted, amended or modified in this Article, hereinafter altogether referred to as the “I.F.C.”, “Fire Code,” or “this Code,” is hereby adopted in its entirety as the fire code for City of Independence, 2018 Edition, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, from explosion, and from the possession, storage, sale, display, use and discharge or explosion of fireworks, to be effective within all of Independence, Kansas. One providing for enforcement within said city boundaries by members of Independence Fire-EMS.

Section 2. City Code Section 46-77 is amended in its entirety to read as follows:

Sec. 46-77. Amendments to 2018 IFC.

Section 101.6 Reference Codes is amended to include:

1. Whenever used in the Fire Code, the term “ICC Electrical Code” shall be construed to mean the current National Electrical Code contained within the current City of Independence Unified Building and Trade Code.

2. Whenever used in the Fire Code, the term “International Fuel Gas Code” shall be construed to mean the current International Fuel Gas Code published by the International Code Council. 2

3. Whenever used in the Fire Code, the term “International Mechanical Code” shall be construed to mean the current International Mechanical Code contained within the current City of Independence Unified Building and Trade Code.

4. Whenever used in the Fire Code, the term “International Plumbing Code” shall be construed to mean the current Uniform Plumbing Code contained within the current City of Independence Unified Building and Trade Code.

5. Whenever used in the Fire Code, the term “International Existing Building Code” shall be construed to mean the current Building Code contained within the current City of Independence Unified Building and Trade Code.

6. Whenever used in the Fire Code, the term “NFPA Code” shall be construed to mean the current National Fire Protection Association Codes and Standards.

Section 105 Permits is amended to include the following permits which are now required along with the permit fee to be paid as set forth in Appendix D:

Operational Permits (Sec. 105.6) – Permit to Operate/Use

Wood Products Storage Permit (in excess of 2500 cubic feet)

Explosive Storage Permit – Outdoor store units

Explosive Storage Permit – Building

Explosive Storage Permit – Fireworks sales not to exceed 30 days

Flammable and Combustible Liquid Tank at Construction Sites:

<1000 gallons

1001 gallons or more

All Burn Permits may be applied for at www.independence.ks.gov or obtained at City Hall

Open Burning Permit

Agriculture Burning Permit

Pyrotechnical Special Effects Display Permit – Indoor/Outdoor

Special Amusement Facility or similar operations inspection

Re-Inspection of amusement facility

Storage of scrap tires and tires byproducts

Mobile Food Preparation Vehicle Inspections

Construction Permits (Sect. 105.7) Permit to Install/After

Plan Review

Fire Alarm & Detection System inspection

Fire Extinguishing System - Cooking Hood System (new)

Fire Extinguishing system – Spray finishing operation (new)

Temporary structures, tents and canopy inspection

Fire Alarm and Sprinkler System Plan Review

Fire Alarm and Sprinkler System Review

Fire Incident Reports

0 to 2 years

2 to 4 years

5 or more years

Section 105.6.3.2 Opening Burning is amended to include:

An operational permit is required for the kindling or maintaining of any open fire or a fire on any street, alley, road, or other public or private ground in accordance with Section 307. Additional requirements may be stipulated by the Fire Chief and shall be included in the permit issued. All instructions and stipulations contained in the permit shall be adhered to. Permits can be obtained at Independence Fire-EMS fire station. Open burning shall not be conducted within 100 feet of any structure or combustible material or 10' of property line. Any conditions that could cause fire to spread to within 100 feet of a structure shall be eliminated prior to burning.

Bonfire. A bonfire is defined as an outdoor fire utilized for ceremonial purposes, which does not meet the criteria for a recreational fire. A burn permit is required and additional requirements may be stipulated by the Fire Chief. A bonfire shall not be within 100 feet of a structure, 10' of property line or combustible material unless the bonfire is contained in a pit approved by the fire department. Conditions that could cause the fire to spread within 100 feet of a structure shall be eliminated prior to ignition.

Recreational Fire. A recreational fire is defined as an outdoor fire burning material other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill

or pit, and has a total fuel area of 3 feet or less in diameter and 2 feet or less in height and utilized for pleasure, religious, ceremonial cooking, warmth or similar purpose.

Section 901 is amended to exempt single family residence construction from the requirement of a fire sprinkler system.

Sections 1102.1 through 1102.3.4 Incinerators contained in the IFC are deleted.

Section 3. City Code Section 46-78 is amended in its entirety to read as follows:

Sec. 46-78. Zoning District Limitations.

The provisions of the 2018 IFC Sec. 5704, Flammable and Combustible Liquids – Storage, shall apply only to zoning districts M-1, M-2 and Industrial.

Section 4. City Code Section 46-79 is amended in its entirety to read as follows:

Sec. 46-79. Penalty.

It is unlawful for any person to violate the provisions of the 2018 IFC, or any separate provision of the fire code of the City of Independence. Violations shall be classified as Class A violations and Class B violations as set forth below:

Class A Violations:

1. Change of use of building
2. Deny right of entry
3. Fail to comply with fire department or code enforcement authority
4. Obstruct firefighting operations
5. Render system or device inoperable during an emergency
6. Occupancy prohibited before approval
7. Render portable or fixed fire extinguishing system, device or fire warning system inoperable or inaccessible
8. Allow a building or portion thereof to be overcrowded beyond the approved capacity
9. Fail to comply with notice on unsafe building
10. Allow unsafe condition to remain
11. Fail to evacuate building or structure as directed
12. Fail to comply with work stop order
13. Cause the burning of combustible material in a manner to endanger the safety of persons or property

14. Burning during a burn ban
15. Aerial luminaries
16. Fail to report unwanted fire emergency to the fire department
17. Delay notification by written or verbal directive
18. Making a false report
19. Fail to provide fire watch personnel
20. Fail to properly identify hazardous materials
21. Fail to provide required fire alarm or sprinklers
22. Fail to maintain emergency and standby power systems
23. Fail to maintain fire detection, alarm, or extinguishing system in an operative condition at all times
24. Removal of or tampering. Hydrants, detection, alarms, suppressions systems
25. Remove, tamper or otherwise disturb any lock gate, barricade, sign tag or seal installed by or at the direction of the fire department
26. Failure to Maintain means of egress – Chp 10. All violations occurring with Chp 10 shall be considered Special Class Violations
27. Hazardous Materials Violations – Chp 50-67 – all violations of Chp 50-67 shall be considered Special Class violations.

Class B Violations:

1. Use permit after expiration
2. Fail to post required permit
3. Fail to have required inspection/equipment tested
4. Allow combustible waste to accumulate and create fire hazard
5. Permit required, fail to obtain burn permit
6. Burn at an unapproved location. 100' from structure or 10' from property line
7. Attendance. Leave fire unattended
8. Remove or tamper with no smoking sign
9. Fail to comply with no smoking sign
10. Fail to secure vacant premises
11. Fail to properly identify property address
12. Residential incinerators
13. Spark arrestor
14. Restrictions. Distance from structure 100', property line 10', and minimum of fire acres to conduct operation
15. Time of burning (one hour after sunrise until one hour before sunset)
16. Working space and clearance around electrical panels
17. Extension cords and flexible cords shall not be a substitute for permanent wiring
18. Unapproved conditions. Open junction boxes and open wire splices shall be prohibited
19. Annual servicing. Maintain portable fire extinguishers
20. Portable fire extinguishers shall be installed on the hangers or brackets

supplied

Upon being found guilty of a Class A violation, a sentence including a fine of not more than \$1,000.00 and/or imprisonment not exceeding six (6) months may be made. Upon a conviction of a Class B violation, a sentence including a fine of not more than \$500.00 and/or imprisonment not exceeding thirty (30) days may be made. Each day that a violation continues may be deemed a separate offense for purposes of sentencing.

Section 5. City Code Section 46-81 is amended in its entirety to read as follows:

Sec. 46-81. Board of Appeals

a. *Creation.* In order to determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of the provisions, the 2018 IFC, there shall be and hereby is created a Board of Appeals consisting of five (5) members who are qualified by experience and training to pass upon pertinent matters and consist of the City of Independence Building inspector, electrical board chair, and plumbing board chair. Two (2) members shall be appointed by the City Manager to include architect and an experienced licensed contractor.

b. *Fire Chief Determination.* Any interpretation or determination of the Fire Chief of the 2018 IFC may be appealed to the Board of Appeals. The interpretation or determination of the Fire Chief shall be made in writing. Thereafter, any affected party may appeal the interpretation or decision of the Fire Chief to the Board of Appeals by making written appeal to the office of the City Clerk within ten (10) days of the Fire Chief's interpretation or determination.

c. *Board of Appeals Decision.* The Board of Appeals shall meet within ten (10) days of the date of the appeal and provide the appealing party notice an opportunity to be heard at a hearing conducted by it. Thereafter, the Board of Appeals shall deliberate and issue a written decision.

d. *Further Appeal.* Should either party wish to appeal the decision of the Board of Appeals, such appeal shall be made in writing within ten (10) days of the date of the decision of the Board of Appeals by filing such appeal with the office of the City Clerk. Thereafter, the appeal shall be referred to the governing body of the City of Independence for final decision.

e. *Final Decision.* The governing body of the city shall provide the appealing party notice and an opportunity to be heard on the appeal at its next regularly scheduled meeting, or a specially scheduled meeting for such purpose. The governing body shall thereafter deliberate and issue a written decision. Further appeal of the written decision of the governing body shall

be made pursuant to existing Kansas statutes.

Section 6. This Ordinance shall take effect upon its publication in the official City newspaper.

Adopted by the Governing Body of the City of Independence, Kansas, on the 25th day of August 2022.

DEAN A. HAYSE, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

ORDINANCE NO. 4409

An Ordinance Amending Appendix D to Include Permit Fees Relating to the Fire Code

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

Section 1. Appendix D to the Code of the City of Independence, Kansas, is amended to include a new Chapter 46 as follows:

Chapter 46. Fire Code Permit Fees

Operational Permits (Sec. 105.6) – Permit to Operate/Use

Permit	Fee
Wood Products Storage Permit (in excess of 2500 cubic feet)	\$500.00 per year
Explosive Storage Permit – Outdoor storage units	\$150.00 per unit
Explosive Storage Permit – Building	\$200.00 per unit
Explosive Storage Permit – Fireworks sales not to exceed 30 days	\$75.00 per unit
<i>Flammable and Combustible Liquid Tank at Construction Sites:</i>	
<1000 gallons	\$75.00 per tank
1001 gallons or more	\$100.00 per tank
ALL BURN PERMITS may be applied for at www.independence.ks.gov or obtained at City Hall	
Open Burning Permit	\$50.00
Agricultural Burning Permit	\$50.00
Pyrotechnical Special Effects Display Permit – Indoor/Outdoor	\$100.00 per event
Special Amusement Facility or similar operations inspection	\$75.00
Re-Inspection of amusement facility	\$100.00
Storage of scrap tires and tires byproducts	\$500.00 per year

Mobile Food Preparation Vehicle Inspections	\$50.00 per year

Construction Permits (Sect. 105.7) Permit to Install/After

Plan Review	Fee inc BP
Fire Alarm & Detection System inspection	\$75.00
Fire Extinguishing System - Cooking Hood System (new)	\$75.00
Fire Extinguishing system – Spray finishing operation (new)	\$75.00
Temporary structures, tents and canopy inspection	\$75.00

Fire Alarm and Sprinkler System Plan Review

Fire Alarm and Sprinkler System Review	\$250.00
<i>Fire Incident Reports</i>	
0 to 2 years	\$25.00
2 to 4 years	\$35.00
5 or more years	\$75.00

Section 2. This Ordinance shall take effect upon its publication in the official City newspaper.

Adopted by the Governing Body of the City of Independence, Kansas, on the 25th day of August 2022.

DEAN A. HAYSE, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 25, 2022

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider adopting a resolution for a conditional use permit for single-family and multi-family dwellings in the C-3, Central Business District at 103 North Pennsylvania Avenue.

SUMMARY RECOMMENDATION Adopt resolution as recommended by the Planning Commission.

BACKGROUND On August 2, 2022 the Planning Commission continued a public hearing which had been originally adjourned from the April 5, 2022 meeting and again from the July 5, 2022 meeting. The Planning Commission voted to recommend a conditional use permit for a single-family dwelling in the C-3, Central Business District in the lower level of 103 North Penn Avenue. The staff reports and minutes regarding this item are attached.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to adopt Resolution No. 2022-043 for a conditional use permit for a single-family dwelling at 103 North Penn Avenue with conditions as recommended by the Planning Commission.

SUPPORTING DOCUMENTS

1. Resolution 2022-043 - CUP - 103 N Penn
2. 04/05/2022 RCA to the Planning Commission
3. 04/05/2022 Aerial of 103 N. Penn
4. 04/05/2022 Application and Receipt
5. Approved 04/05/2022 Planning Commission/Board of Zoning Appeals Minutes
6. 07/05/2022 RCA to the Planning Commission
7. Request to Adjourn from 07/05/2022
8. Approved 07/05/2022 Planning Commission/Board of Zoning Appeals Minutes
9. 08/02/2022 RCA to the Planning Commission
10. 08/02/2022 Code Footprint
11. Unapproved 08/02/2022 Planning Commission/Board of Zoning Appeals Minutes

RESOLUTION NO. 2022 – 043

A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT FOR SINGLE-FAMILY AND MULTI-FAMILY DWELLINGS IN THE C-3, CENTRAL BUSINESS DISTRICT AT 103 NORTH PENNSYLVANIA AVENUE

WHEREAS, at a public hearing conducted on August 2, 2022, 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 103 North 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 103 North Pennsylvania Avenue, is approved as hereinafter modified.

The property in question has the following legal description:

Lot 12 EX E 20.6' S 21.5' of said Lot, Original Plat City of Independence, Montgomery County, Kansas.

The applicant must meet the following requirements:

1. The apartment/sleeping area will have to be at the rear of the building, the apartment should not exceed more than 50% of the total 1st floor square footage, the store front of the structure must be retained for commercial purposes in order to maintain the character of the downtown as included in Policy C15 of the Comprehensive Plan and include a retail or service type business that must occupy 691 square feet or more of the 1st Floor Plan. The applicant must continue to meet all the "special conditions" set forth in Section 902.3 Additional requirements recommended by the planning commission as follows:

2. The conditional use permit shall be issued solely to the applicant and/or property owner and is not transferable to another location.
3. With this conditional use permit, the storefront shall strictly be used for retail or service establishments dealing directly with consumers defined for this conditional use permit as a fine art gallery and design consultation, with 691 square foot of the first-floor storefront to be used for the gallery and workshop with the remaining 387 square foot to be used as a studio/living room.
4. The residential area of 702 square foot at the rear of the building must meet life safety and building code requirements.
5. The upper-story apartment must meet life safety and building code requirements.
6. Any additional exterior lighting on site will need to be approved by City staff.
7. Independence Historic Preservation and Resource Commission approval and a City Building Permit are required before work can begin.

A violation of a requirement, condition, or safeguard shall be considered a violation of the ordinance, and grounds for the zoning administrator to terminate and cancel such conditional use permit.

Adopted and approved by the Governing Body of the City of Independence, Kansas, on this 25th day of August, 2022.

(Attest)

Dean A. Hayse, Mayor

David Schwenker, City Clerk



**REQUEST FOR PLANNING COMMISSION ACTION
CONDITIONAL USE PERMIT
CITY OF INDEPENDENCE
APRIL 5, 2022**

Department Admin

Prepared By Lydia Collins

AGENDA ITEM Public Hearing to receive comments on a request for a conditional use permit for single-family and multi-family dwellings in the C-3, Central Business District at 103 North Pennsylvania Avenue.

SUMMARY RECOMMENDATION Approve the Conditional Use Permit

BACKGROUND This historic building has been a book/jewelry store, a drugstore/pharmacy and photography studio. It had offices on the second floor. Mr. Moreau wants to use the downstairs front area (20x33 sq ft) as a fine art gallery and design consultation firm; the downstairs rear area as a “living showroom” and residence for a gallery curator/director with the back area by the alley used as a gallery workshop. The upstairs (2nd floor) area of the property he wants to use as single-family residence for rental.

POLICY EXPLANATION *Conditional use:* A use that is permitted, but only by application to the building inspector as designated in each specific instance, and after a determination by the planning commission and city commission that all regulations and standards of this ordinance applying to the specific use in the particular location will be met, along with such additional conditions or safeguards as the city commission may prescribe in the specific case and circumstances, in order to prevent harm or injury to adjacent uses, the neighborhood, and/or in order to improve the public health.

ARTICLE IX. - PROCESSING PROCEDURES FOR CONDITIONAL USES

901.0. - Purpose and authority.

901.1. Purpose: Conditional uses are those types of uses which are considered by the city to be essentially desirable, necessary, or convenient to the community but which by their nature or operation have (1) a tendency to generate excessive traffic, (2) a potential for attracting a large number of persons to the area of the use, thus creating noise or other pollutants, (3) a detrimental effect upon the value of or potential development of other properties in the neighborhood, or (4) an extraordinary potential for accidents or danger to the public health or safety.

Such conditional uses cannot be allowed to locate as a "right" on any parcel of land within certain districts without consideration of existing conditions at the proposed location and of properties neighboring upon the specific site considered, nor without adequate and sufficient safeguards, when necessary, to lessen the impact of adverse factors.

901.2. Authority to grant permits: The governing body shall have the authority to grant conditional use permits, subject to such conditions of design and operation safeguards and time limitations as it may determine for all conditional uses specified in appendix "A" of this ordinance and for all permitted uses for which the planning and zoning commission has found that by their nature or in their operation have characteristics listed in clauses (1), (2), (3) and (4) of section 901.1 of this article, **provided, however, that said conditional use permits for permitted uses shall not establish standards or conditions that are less restrictive than those set out in the district regulations for the district in which said use is located.**

(Ord. No. 3863, § 1, 12-20-01)

902.0. - Processing procedure.

902.1. Application of conditional use permit: Application for conditional uses, as designated in appendix "A" of this ordinance shall be on forms obtained from the city clerk's office. The application shall be filed with the zoning administrator at least 30 days prior to the regular city planning and zoning commission meeting at which the proposed conditional use will be considered. As determined by the zoning administrator, the application shall include any or all of the following items deemed relevant by the zoning administrator, plus any other information or materials not listed below which the zoning administrator deems relevant:

- a. Statement of intended use of the property.
- b. Site plan, drawn at appropriate scale, showing existing and proposed building location, parking areas, interior drives, and location and type of outdoor lighting.
- c. Existing and proposed topography, drawn at appropriate contour intervals as specified by the zoning administrator.
- d. Location of, and proposed connections to, existing water supply and sanitary sewer systems.
- e. Description of architecture and exterior materials to be utilized.
- f. Names of the landowner, developer and firm preparing the plan.
- g. Legal description of the tract.
- h. North point, scale and date.

902.2. Action by the planning commission: Upon receiving the application for conditional use permit from the zoning administrator, the planning commission shall publish notice and hold public hearing on the proposal. Procedures for public hearings shall be handled the same as a zoning amendment as described in [section 1603.0](#) of the zoning code. If the planning commission determines that additional information should be provided to it before making a decision, the planning commission may adjourn the public hearing to a new date and require the applicant to provide such additional information. The decision of the planning commission to recommend approval or denial of the proposed conditional use shall be based on any or all of the following criteria which the planning commission determines to be relevant:

- a. The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitation.
- b. The proposed conditional use at the specified location will contribute to and promote the welfare or convenience of the public.
- c. The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.
- d. The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate use of the neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:
 1. The location, nature and height of buildings, structures, walls and fences on the site, and
 2. The nature and extent of landscaping and screening on the site.
- e. Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations (article VII).
- f. Adequate utility, drainage, and other such necessary facilities have been or will be provided.
- g. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.

902.3. Additional requirements: In consideration of requests for any conditional use permits the planning commission shall recommend to the governing body such conditions of use as it deems necessary to protect the best interests of the city, and the surrounding property and to achieve the objectives of this ordinance. These additional requirements shall include, but not be limited to, those

special provisions applying the miscellaneous conditional uses, specified in article X. A violation of a requirement, condition, or safeguard shall be considered a violation of this ordinance, and grounds for the zoning administrator to terminate and cancel such conditional use permit.

902.4. Time limit: The planning commission may recommend to the governing body a time limitation on the conditional uses specified in appendix "A" of this ordinance. Said conditional use permit shall be renewable at the discretion of the governing body.

902.5. Action by the governing body: Upon hearing and consideration of the proposed conditional use, the planning commission shall at the earliest date possible, submit its recommendation to the governing body for final action along with the reasoning for its recommendation plus all materials considered by it in reaching its recommendation. Within 30 days of receipt of the recommendation from the planning commission, the governing body shall adopt, modify or deny the planning commission recommendation. The action of the governing body shall be final.

902.6. Remand: In lieu of making a final decision, the governing body may elect to remand the matter to the planning commission for further consideration. In doing so, the governing body shall provide its reason for remand to the planning commission. The planning commission shall then reconsider the application at its first available meeting and follow the procedures outlined in section 902.2. The planning commission shall adopt a recommendation which shall be again submitted to the governing body which shall follow the procedures outlined in section 902.5.

902.7. Final approval: The applicant's compliance with all terms and conditions of the conditional use permit shall be the responsibility of the zoning administrator. The zoning administrator shall communicate with the building inspector for the city regarding compliance prior to issuance of a building permit to the applicant.

(Ord. No. 3613, §§ 1, 2, 5-20-92; [Ord. No. 4378](#), § 1, 12-23-21)

511.0. - C-3, central business district.

511.1. Intent: District C-3 is intended primarily for major business services and retail business activity related to the core of the central business district serving the metropolitan trade area. Because this district is a major employment and shopping area within the community, relatively large building volumes and high residential density is permitted for transient and apartment accommodations. The high volume of pedestrian movement generated within this district will be facilitated as much as possible by the separation of pedestrian and vehicular traffic.

511.2. Permitted uses: The listing of permitted uses is set out in appendix "A" of these regulations.

511.3. Conditional uses: The listing of conditional uses is set out in appendix "A" of these regulations.

511.4. Intensity of use regulations:

a. *Minimum lot area:*

1. *Minimum lot area for each dwelling unit:*

(a) Low-rise apartments—2,000 SF/DU (walkup buildings with maximum height of 2½ stories).

(b) High-rise apartments—900 SF/DU (elevator buildings more than 2½ stories).

2. *Minimum lot area for other uses:* No limit.

b. *Maximum lot coverage:* 100 percent.

511.5. Height regulations:

a. *Maximum structure height:* No limit.

511.6. Yard regulations:

a. *Minimum front yard*: None.

b. *Minimum side yard*: None.

Exceptions: 25 feet or 50 percent of height (whichever is greater) where abutting a residential zone; 15 feet when abutting C-1 or O&P zone.

c. *Minimum rear yard*: None.

Exception: 25 feet where abutting a residential zone; ten feet where abutting C-1 and office and professional zone.

511.7. Parking and loading regulations: See article VII.

511.8. Use regulations:

a. All business establishments shall be retail or service establishments dealing directly with consumers.

b. No business establishment shall offer or sell food or beverages for consumption on the premises in parked motor vehicles.

c. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

d. Marquees and awnings may project over public right-of-way as provided by these regulations.

Comprehensive Plan

In reviewing this conditional use request City staff believes that it is appropriate to consider the objectives and policies included in the comprehensive plan. Those objectives and policies are as follows:

General Development Goal -- To provide ample opportunity for continued community development within an orderly, efficient and environmentally safe planning framework.

♦ Objective G3-- Encourage site design and urban design practices which preserve or enhance the character of the community.

Housing Goal -- To provide decent and affordable housing for present and future populations of Independence while preserving and improving existing residential areas.

♦ Objective H2-- Encourage the development of a wide range of housing choices.

♦ Policy H23 -- Rehabilitation programs for housing in older areas, particularly in the central, north central, east central, west central and southwest neighborhoods shall be supported by City administrative assistance, as discussed in the short-range housing assistance program, and Federal or State financial assistance when possible, to increase the amount of standard housing available to low and moderate income families.

♦ Objective H3 -- Provide adequate amount of multiple-family housing in suitable locations.

♦ Policy H31 -- To avoid large amounts of traffic traversing single-family areas, medium to high density multiple-family projects should be located on a major street specifically designated as a collector or arterial. High density multiple-family projects shall be encouraged to be in the area immediately surround the CBD (Central Business District), but not limited to this area.

♦ Policy H34 -- All projects should be within one mile of convenience type shopping facilities, within one and one-half miles of a fire station, and, except projects for the elderly, within one mile of an elementary school.

♦ Policy H37 -- All medium to high density multiple-family developments shall be located within the City.

Commercial Goal -- To provide sufficient neighborhood and community wide shopping facilities efficiently distributed throughout the community and adequate opportunity for commercial expansion.

♦ Objective C1 -- Encourage the development of business downtown.

♦ Policy C15 -- The character of the downtown should be preserved by maintaining some degree of conformity of design and scale. Structures of local historic or architectural significance should be preserved, whenever practicable.

Art galleries are permitted in a C-3 zone.

		Permitted Zoning District													
Land Use Category	Code	A-1	R-1	R-2	R-3	R-4	R-5	O/P	C-1	C-2	C-3	C-4	M-1	M-2	
Art galleries	7113	C						P	P	P	P	P			
Artists—painters, sculptors, composers and authors	6594	P						P	P	P	P	P			

ACTION BY THE PLANNING COMMISSION Consider approving the conditional use permit.

STAFF RECOMMENDATION This is an existing structure in the Downtown Historic District. The property owner wants to use 20 x 33 sq. ft. in the storefront to serve as retail as a fine art gallery and design consultation firm. He wants to use the first-floor rear area as a “living showroom” and residence for a gallery curator/director with the alley area, 20 x 27 sq. ft, used as a gallery workshop. The upstairs will be used as a single-family residence for rental.

In reviewing the policies included in the comprehensive plan and provisions of Section 901 of the zoning ordinance, the Planning Commission must consider whether the intended use of this tract will be compatible with other adjoining uses and code requirements.

In reviewing the building codes and life safety, the apartment/residence area will have to be at the rear of the building, not in the middle where Mr. Moreau is requesting, and the apartment must not exceed more than 25% of the total 1st floor square footage.

The store front of this structure must be retained for commercial purposes in order to maintain the character of the downtown as included in Policy C15 of the Comprehensive Plan. This would include a retail or service type business that must occupy 75% or more of the 1st floor space.

Staff's recommendation is to approve the conditional use permit with the following conditions:

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, the storefront shall strictly be used for retail or service establishments dealing directly with consumers defined for this conditional use permit as a fine art gallery and design consultation. 75% of the first floor store front will be used for the gallery and workshop with the remaining 25% to be used as residential at the rear of the building which must meet life safety and building code requirements.
3. The upper story apartment must meet life safety and building code requirements.
4. Any additional exterior lighting on site will need to be approved by City staff.

SUGGESTED MOTION

I move to approve the conditional use permit based on staff's recommendation with the additional conditions as recommended by City staff.

SUPPORTING DOCUMENTS

1. 103 N Penn Ave
2. 103 N Penn Application and Receipt
3. Public Hearing Notice CUP 01 103 N Penn Ave
4. 103 N Penn Policy Explanation



APPLICATION FOR CONDITIONAL USE PERMIT
PLANNING AND ZONING COMMISSION

DATE FILED 01/31/2022
\$200 FEE PAID _____

NAME AND ADDRESS OF PERSON MAKING APPLICATION:

Robert Daniel Moreau, Jr.
4301 CR 3650

Independence, KS 67301

LEGAL DESCRIPTION OF LAND INVOLVED:

ORIG PLAT. S31. T32. R16. LOT 12 EX E 20.6' S 21.5' OF SAID LOT: Lot Width: 023.0 Lot Depth: 140.0 Plat Book/Page 1 /6&7
Deed Book/Page 682 /1353 462 /241 408 /247 408 /246 408 /245 408 /205 408 /204 350 /213

COMMON ADDRESS OF SAID LAND:

103 North Pennsylvania Ave. Independence, KS 67301

PRESENT ZONING CLASSIFICATION: C3

STATEMENT OF INTENDED USE OF PROPERTY:

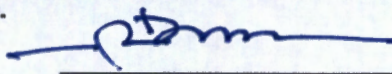
The downstairs front area (20x33 sq. feet) of property will be used as fine art gallery and design consultation firm. The downstairs rear area will be used as 'living showroom' and residence for gallery curator/director with the alley most area (20x27 sq. feet) used as gallery workshop. The upstairs area of property will be used as single-family residence for rental.

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.

01/31/2022

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:

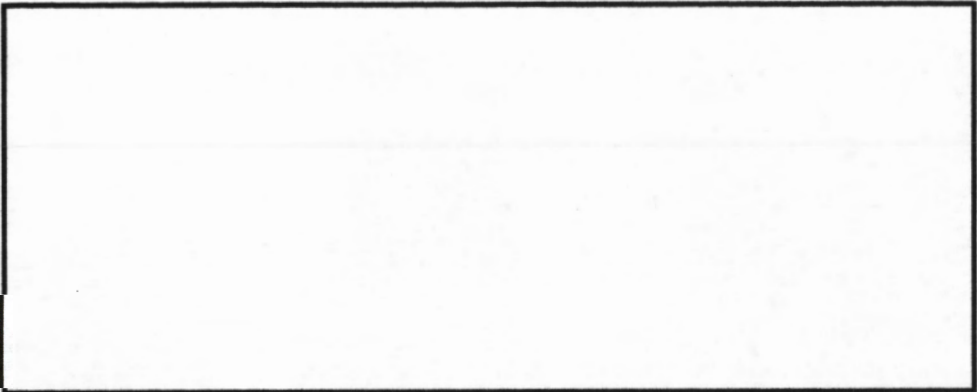
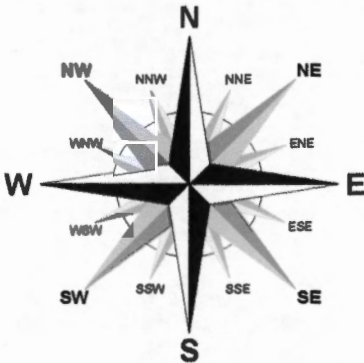
Chairman

Vice Chairman

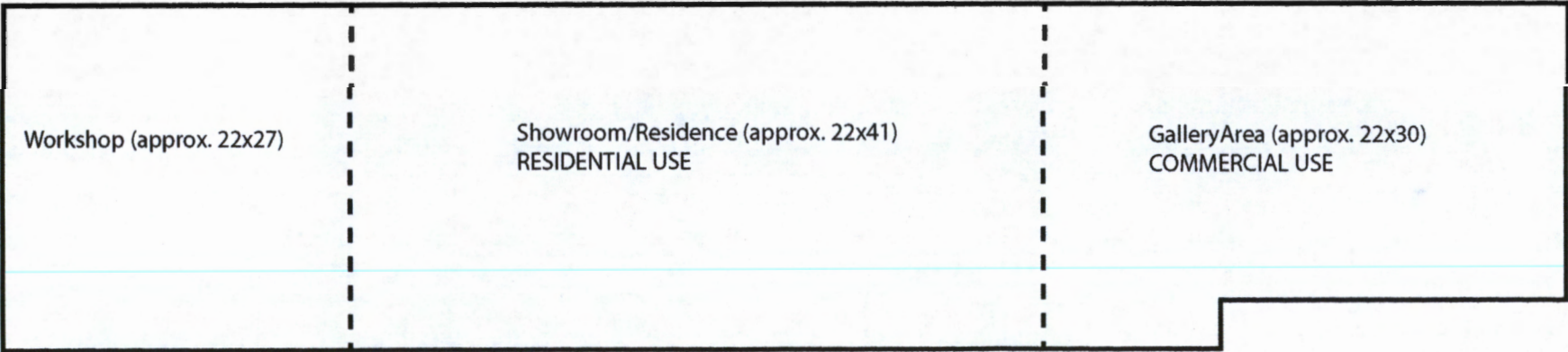
Secretary

CONDITIONAL USE PERMIT: Attachment 1

ROBERT DANIEL MOREAU, JR.
103 N. Penn Ave.
Independence, KS 67301

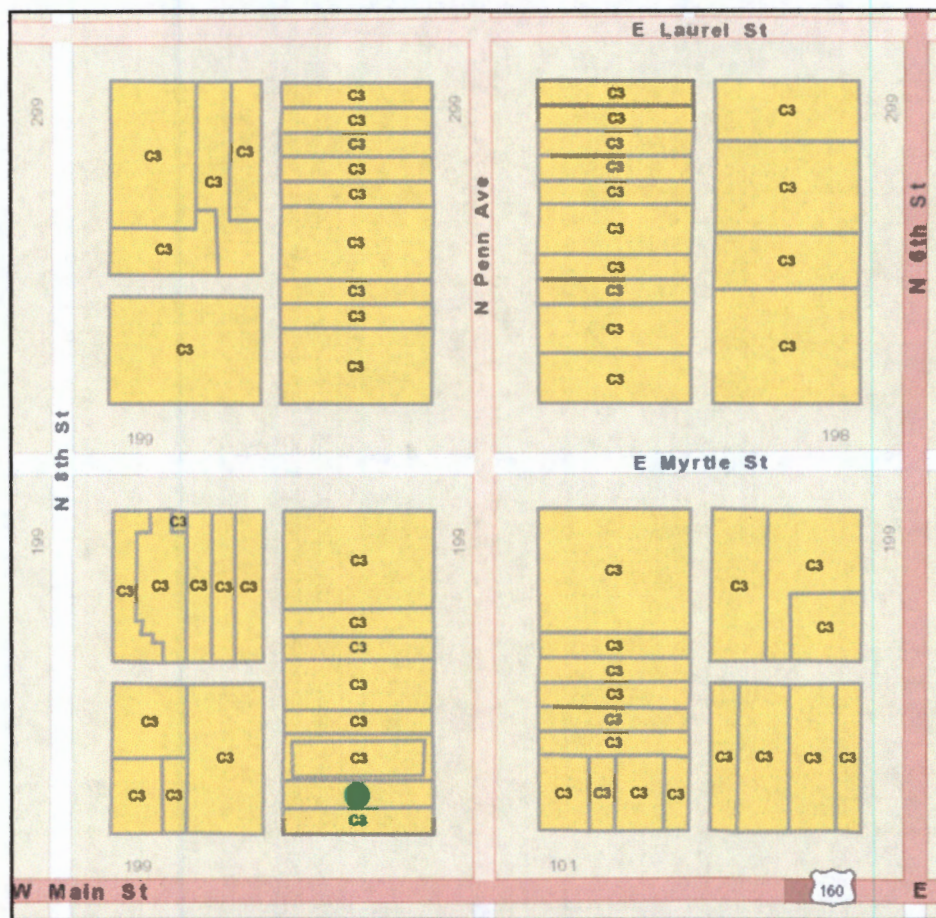


USPSTAIRS (approx. 22x50 sq. feet)
To be restored and used for single-family residential rental



DOWNSTAIRS (approx. 22x90 sq. feet)
To be used for commercial/residential as proposed in drawing

PENNSYLVANIA AVENUE



● INDICATES 103 NORTH PENNSYLVANIA AVENUE
CONDITIONAL USE PERMIT: Attachment 2
ROBERT DANIEL MOREAU, JR.
103 N. Penn Ave.
Independence, KS 67301

CITY OF INDEPENDENCE

REC#: 01171953 2/07/2022 11:56 AM
OPER: JESS TERM: 001
REF#:

TRAN: 1.9000 VARIANCE
103 N PENN
MISC FEES 200.00CR

TENDERED: 200.00 CASH
APPLIED: 200.00-

CHANGE: 0.00

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's April 5, 2022 Meeting

I. Call to Order

Present: Rachel Lyon, Andy McLenon, Mary Jo Meier, Kendall Neill, ANTHONY Royse, Michelle Anderson, Lisa Richard, Tim Haynes

Absent: Brent Littleton was present and then left at 6:00 p.m.

Excused:

Guests:

Susan Schumaker
Daniel Moreau
Bob Moreau
Ned Stichman

II. Minutes

- a. Consider approving minutes of the March 1, 2022 meeting.

Motion:

On the motion of Andy McLenon, seconded by Mary Jo Meier the Commission Minutes were approved as written.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier, Kendall Neill, Lisa Richard, Tony Royse
Nay: None

III. Board of Zoning Appeals (Does not include outside City appointments)

IV. Planning Commission

- a. Public Hearing to receive comments regarding a text amendment to the zoning code relating to dwellings in a C-3, Central Business District.

Ned Stichman wanted to know when the code changed to where a conditional use permit was needed. David Cowan said anything that was not grandfathered in has to have a conditional use permit. Rachel Lyon stated and also unless it is empty for a period of time.

Lisa Richard discussed the conditional use process and how it should stay in place rather than be permitted so that the neighbors and citizens know what is going on there.

Problems with downtown parking were discussed.

Andy McLenon questioned whether there is an actual demand for downtown upper story housing.

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's April 5, 2022 Meeting

April Nutt explained how many people are on waiting lists and how all of the entities are working together to streamline the process of getting housing up and going because of the urgent need.

Andy McLenon suggested a 24 month moratorium to answer questions of whether it is necessary to keep the conditional use permit and what kind of issues come to the forefront that should be addressed.

Motion:

On the motion of Tim Haynes, seconded by Andy McLenon the Commission recommends the City Commission adopt a Moratorium to the enforcement of the Upper Story Conditional Use policy, that the "Upper Story Dwellings for Single-family and Multi-family" in the permitted and conditional use table be a permitted use in a C-3, Central Business District for 24 months following the date of adoption by the City Commission

Aye: Rachel Lyon, Mary Jo Meier, Kendall Neill, Tony Royse, Michelle Anderson, Tim Haynes, Andy McLenon, Lisa Richard

Nay: None

- b. Public Hearing to receive comments on a request for a conditional use permit for single-family and multi-family dwellings in the C-3, Central Business District at 103 North Pennsylvania Avenue.**

Susan Schumaker, who owns the building behind 103 North Pennsylvania Avenue, was concerned about parking in her lot by Mr. Moreau's tenants and customers. Mr. Moreau assured her that he would not allow parking there.

David Cowan reminded Mr. Moreau that the City has not received a building permit application nor any plans or specifications on any work being done at 103 North Pennsylvania Avenue and that the Historic Preservation Board will need the same plans and specifications before they issue a Certificate of Appropriateness with their approval. No work is allowed until these measures have been taken.

Mary Jo Meier recommended that Mr. Moreau be sent a letter that gives him thirty (30) days to reach out to David Cowan concerning these issues with a time-line and a check-list.

Motion:

On the motion of Kendall Neill, seconded by Rachel Lyon the Commission adjourned this hearing due to lack of information until the July 5, 2022 meeting.

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's April 5, 2022
Meeting**

Aye: Michelle Anderson, Tim Haynes, Rachel Lyon, Andy McLenon, Mary Jo Meier, Kendall Neill, Lisa Richard, Tony Royse
Nay: None

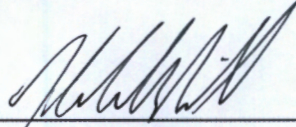
V. Discussion

VI. Adjournment

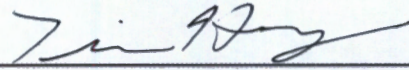
Motion:

On the motion of Kendall Neill, seconded by Anthony Royse the Commission adjourned this meeting.

Aye: Michelle Anderson, Tim Haynes, Rachel Lyon, Andy McLenon, Mary Jo Meier, Kendall Neill, Lisa Richard, ANTHONY Royse
Nay: None



Chair



Secretary



**REQUEST FOR PLANNING COMMISSION ACTION
CONDITIONAL USE
CITY OF INDEPENDENCE
JULY 5, 2022**

Department Admin

Prepared By Lydia Collins

AGENDA ITEM Public Hearing to receive comments on a request for a conditional use permit for single-family and multi-family dwellings in the C-3, Central Business District at 103 North Pennsylvania Avenue, adjourned from the April 5, 2022 meeting.

SUMMARY RECOMMENDATION Adjourn until the August 5, 2022 Planning and Zoning Meeting at 5:30 PM.

BACKGROUND The public hearing was opened at the April 5, 2022 meeting and was adjourned for lack of information as follows:

David Cowan reminded Mr. Moreau that the City has not received a building permit application nor any plans or specifications on any work being done at 103 North Pennsylvania Avenue and that the Historic Preservation Board will need the same plans and specifications before they issue a Certificate of Appropriateness with their approval. No work is allowed until these measures have been taken. Mary Jo Meier recommended that Mr. Moreau be sent a letter that gives him thirty (30) days to reach out to David Cowan concerning these issues with a timeline and a checklist.

Motion:

On the motion of Kendall Neill, seconded by Rachel Lyon the Commission adjourned this hearing due to lack of information until the July 5, 2022 meeting at 5:30 PM.

Since the April 5th meeting Mr. Moreau has hired Miranda Bruening, NCIDQ of Echelon Arch + Design. They are still working on the project and have asked for an extension.

Staff Recommendation David Cowan said that after visiting with Miranda, we need to adjourn the P&Z hearing scheduled for Tuesday July 5th for 30-days. The issue relates to the bedroom's egress and meeting the code requirements. The owner does not wish to locate the bedroom in the rear of the 1st floor with access to egress. Therefore, the architect is doing code reviews and egress alternatives for the owner review. She will then submit for consideration by the City Building Department. She believes we should be able to resolve the issue in time for an August 2nd P&Z meeting.

Suggested Motion I move to adjourn this public hearing due to lack of information until the August 2, 2022 meeting at 5:30 PM.

SUPPORTING DOCUMENTS

1. Request to Adjourn

From: [Miranda Bruening, NCIDO](#)
To: [David Cowan](#); [Kelly Passauer](#); [Lydia Collins](#)
Subject: Re: P&Z - Adjourn Request
Date: Thursday, June 30, 2022 4:28:07 PM

This is accurate thanks

Get [Outlook for iOS](#)

From: David Cowan <davidc@independenceks.gov>
Sent: Thursday, June 30, 2022 2:58:10 PM
To: Kelly Passauer <kellyp@independenceks.gov>; Lydia Collins <lydiac@independenceks.gov>
Cc: Miranda Bruening
Subject: P&Z - Adjourn Request

Kelly,

After visiting with Miranda, we are needing to adjourn the P&Z hearing scheduled for Tuesday July 5th for 30-days. The issue relates to the bedroom's egress and meeting the code requirements. The owner does not wish to locate the bedroom in the rear of the 1st floor with access to egress. Therefore, the architect is doing code reviews and egress alternatives for the owner review. She will then submit for consideration by the City Building Department. She believes we should be able to resolve the issue in time for an August 2nd P&Z meeting.

Thanks,
David Cowan

Miranda – if my explanation is not correct please update.

Thanks,
David

David J. Cowan
Assistant City Manager-Director of Safety
davidc@independenceks.gov
P +1.620.332.2528 | M +1.620.330.0056 | F + 1.620.331.1628
City of Independence | 811 W. Laurel Street | Independence, Kansas 67301
www.independenceks.gov



**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's July 5, 2022
Meeting**

I. Call to Order

Present: Brent Littleton, Kendall Neill, Andy McLenon, Lisa Richard, Tim Haynes, Anthony Royse, Mary Jo Meier, Rachel Lyon

Absent: Michelle Anderson

Excused:

II. Minutes

- a. Consider approving minutes of the June 7, 2022 meeting.

Motion:

**On the motion of Tim Haynes, seconded by Lisa Richard the Commission
Approved the June 7, 2022 Minutes.**

Aye: Brent Littleton, Andy McLenon, Mary Jo Meier, Kendall Neill, Anthony Royse, Rachel Lyon

Nay: None

III. Board of Zoning Appeals (Does not include outside City appointments)

IV. Planning Commission

- a. Public hearing to receive comments to consider a conditional use permit for a daycare at 436 Pearl Ave in an R-1, large lot single-family dwelling district.

Motion:

**On the motion of Anthony Royse, seconded by Brent Littleton the
Commission approved the conditional use permit for a daycare at 436 Pearl.**

Aye: Tim Haynes, Andy McLenon, Mary Jo Meier, Kendall Neill, Lisa Richard, Rachel Lyon

Nay: None

- b. Public hearing to consider adopting text amendments to Appendix B-Zoning of the City Code relating to recreational vehicles.

These are suggested modifications. Currently the code for recreational vehicles is concerned with storage. This would add descriptions for recreational vehicles parked in a mobile home park and connected to utilities.

Tim Haynes and Rachel Lyon suggested there not be a time limit.

Motion:

On the motion of Kendall Neill, seconded by Anthony Royse the Commission

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's July 5, 2022 Meeting

adjourned the public hearing until August 2, 2022.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier, Lisa Richard

Nay: None

- c. Public Hearing to receive comments on a request for a conditional use permit for single-family and multi-family dwellings in the C-3, Central Business District at 103 North Pennsylvania Avenue, adjourned from the April 5, 2022 meeting.

Motion:

On the motion of Kendall Neill, seconded by Tim Haynes the Commission adjourned the public hearing until August 2, 2022.

Aye: Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier, Lisa Richard, Anthony Royse

Nay: None

V. Discussion

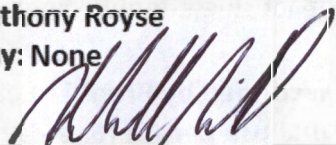
VI. Adjournment

Motion:

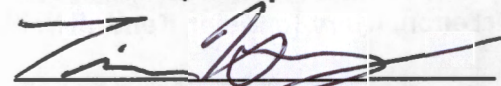
On the motion of Kendall Neill, seconded by Andy McLenon the Commission Adjourned the July 5, 2022 Meeting.

Aye: Tim Haynes, Brent Littleton, Rachel Lyon, Mary Jo Meier, Lisa Richard, Anthony Royse

Nay: None



Kendall Neill, Chairperson



Tim Haynes, Secretary



**REQUEST FOR PLANNING COMMISSION ACTION
CONDITIONAL USE PERMIT
CITY OF INDEPENDENCE
AUGUST 2, 2022**

Department Admin

Prepared By Lydia Collins

AGENDA ITEM Public Hearing to receive comments on a request for a conditional use permit for single-family and multi-family dwellings in the C-3, Central Business District at 103 North Pennsylvania Avenue, adjourned from the June 7, 2022 meeting.

SUMMARY RECOMMENDATION Approve the conditional use permit based on staff's recommendation with the additional conditions as recommended by City staff.

BACKGROUND This item has been tabled from the April 5, 2022 meeting, from the July 5, 2022 meeting, and again to the August 2, 2022 meeting.

STAFF RECOMMENDATION This is an existing structure in the Downtown Historic District. The property owner wants to use 691 sq. ft. in the storefront to serve as retail as a fine art gallery and design consultation firm. He wants to use the first-floor rear area as a "living showroom" and residence for a gallery curator/director with the alley area, 387 sq. ft, used as a gallery workshop. The upstairs will be used as a single-family residence for rental. In reviewing the policies included in the comprehensive plan and provisions of Section 901 of the zoning ordinance, the Planning Commission must consider whether the intended use of this tract will be compatible with other adjoining uses and code requirements. In reviewing the building codes and life safety, the apartment/sleeping area will have to be at the rear of the building, not in the middle where Mr. Moreau previously requested, and the apartment must not exceed more than 50% of the total 1st floor square footage. The store front of this structure must be retained for commercial purposes in order to maintain the character of the downtown as included in Policy C15 of the Comprehensive Plan. This would include a retail or service type business that must occupy 691 sq.ft or more of the 1st floor space.

Staff's recommendation is to approve the conditional use permit with the following conditions:

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, the storefront shall strictly be used for retail or service establishments dealing directly with consumers defined for this conditional use permit as a fine art gallery and design consultation, with 691 sq. ft of the first-floor storefront to be used for the gallery and workshop with the remaining 387 sq. ft to be used as a studio/living room.
3. The residential area of 702 sq. ft at the rear of the building must meet life safety and building code requirements.
4. The upper-story apartment must meet life safety and building code requirements.
5. Any additional exterior lighting on site will need to be approved by City staff.
6. IHPRC approval and a City Building Permit are required before work can begin.

SUGGESTED MOTION

I move to approve the conditional use permit based on staff's recommendation with the additional conditions as recommended by City staff.

SUPPORTING DOCUMENTS

1. 103 N PENN CODE FOOTPRINT
2. July 5, 2022 Minutes
3. 04052022 PZ Minutes - Signed

CODE FOOTPRINT LEGEND

Name → ROOM NAME

0 → RM OCCUPANCY TOTAL

0 → # OF OCCUPANTS EXITING
0 → EXIT WIDTH (INCHES)
0 → REQ'D EXIT WIDTH (INCHES)
0 → # OF OCCUPANTS/EXIT

EMERGENCY EGRESS DOOR TAG

EXIT SIGN W/ ARROWS

EMERGENCY LIGHT

FIRE EXTINGUISHER

SMOKE DETECTOR

FIRE ALARM CONTROL PANEL

FIRE ALARM PULL STATION

FIRE ALARM STROBE

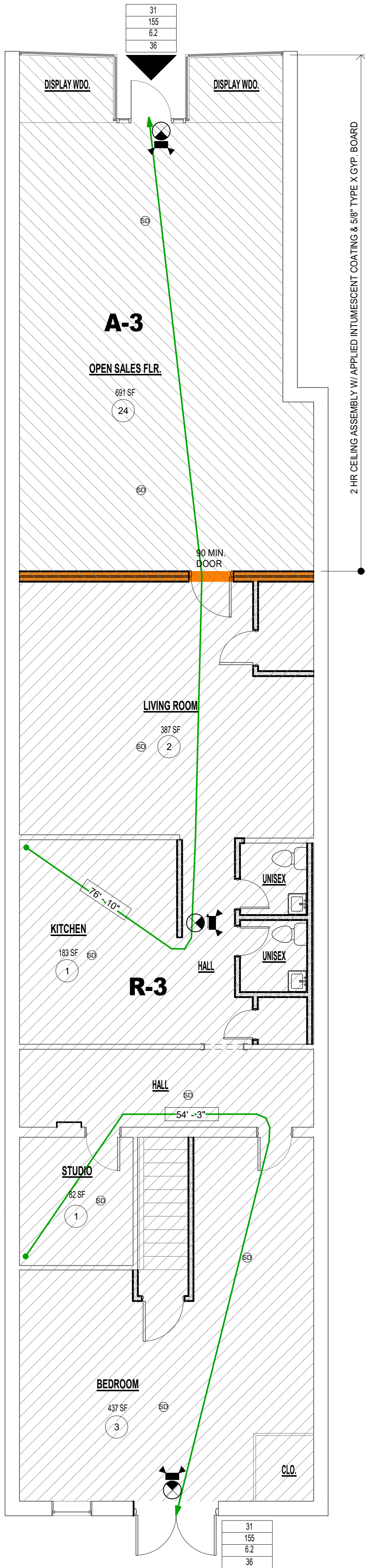
FIRE ALARM HORN/STROBE

FIRE ALARM HORN

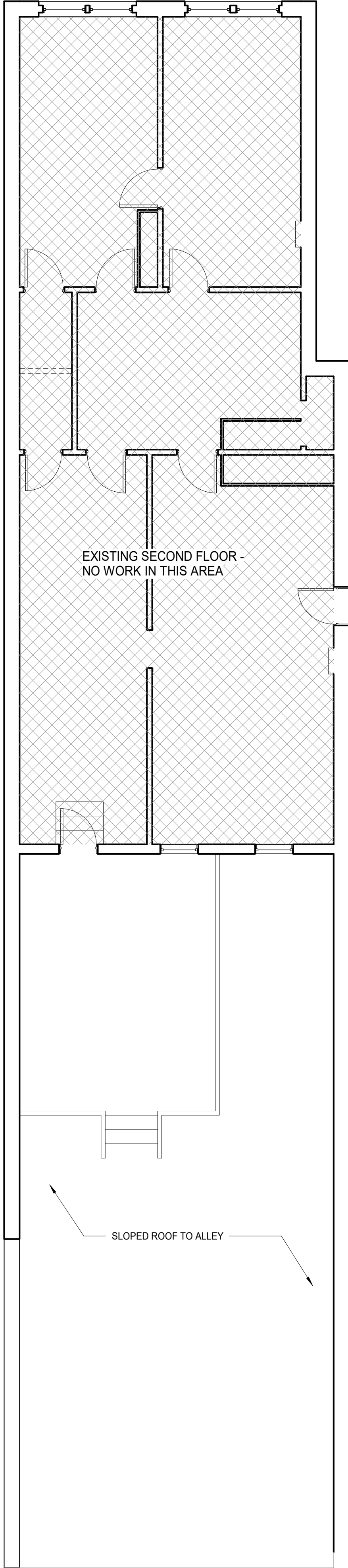
2 HR FIRE WALL

00' - 0" → TRAVEL DISTANCE

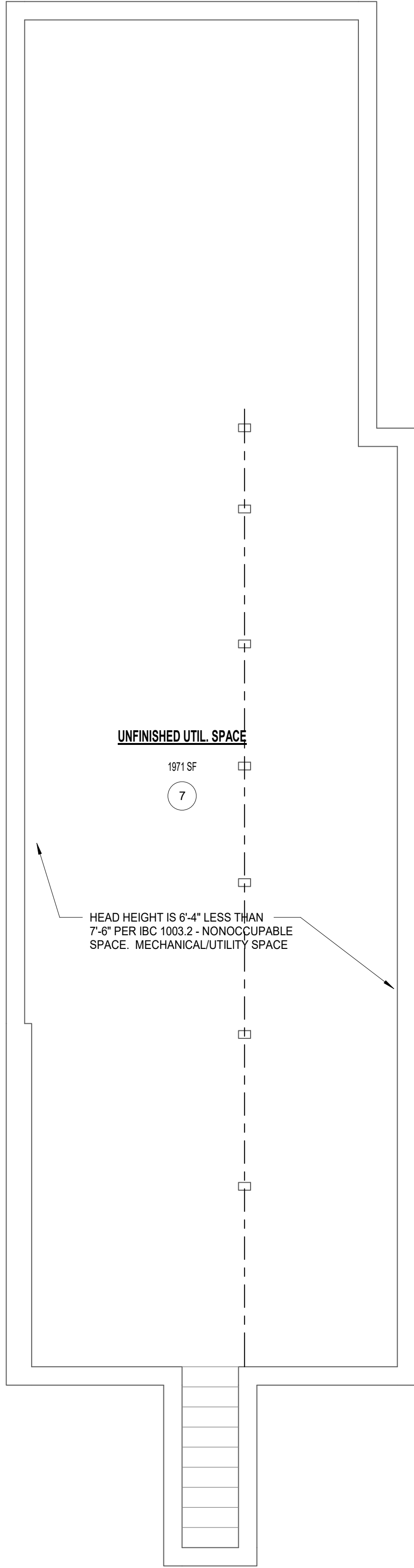
PATH OF TRAVEL



1 GRADE LEVEL - CODE FOOTPRINT



2 SECOND FLOOR - CODE FOOTPRINT



3 BELOW GRADE - CODE FOOTPRINT

CODE REVIEW

APPLICABLE CURRENT CODES

2012 IBC
2012 IBC
2006 NFPA 101 LIFE SAFETY
ADA
2007 NFPA 13
2012 NEC

FACILITY NAME/ADDRESS

103 N. PENN. AVE
INDEPENDENCE, KS 67301

ARCHITECT

JOHN E. HECKMAN, AIA
HECKMAN & ASSOCIATES, P.A. ARCHITECTS
P.O. BOX 1314
INDEPENDENCE, KS. 67301

COUNTY

MONTGOMERY

WATER SUPPLY

CITY OF INDEPENDENCE

BUILDING DEPARTMENT

CITY OF INDEPENDENCE

RESPONDING FIRE SERVICE

CITY OF INDEPENDENCE

OCCUPANCY LOAD

A-3	OCCUPANT LOAD	(GRADE LEVEL)	=	24
R-3	OCCUPANT LOAD	(GRADE LEVEL)	=	8
U	OCCUPANT LOAD	(BELOW GRADE)	=	7

IBC Chapter 5 - General Building Heights & Areas:

Basement: Group U (IEBC classification: NO CHANGE)
Allowable Stories: 2
Allowable Area: 13,500 sq.ft.
Actual Stories: 1 = Compliant
Actual Area: 1,971 = Compliant

Grade Level: Group A (IEBC classification: Level 2 Alteration, no change of use)
Allowable Stories: 1
Allowable Area: 6,000 sq.ft.
Actual Stories: 1 = Compliant
Actual Area: 874 sq.ft. = Compliant

Grade Level: Group R-3 (IEBC classification: Level 2 Alterations)
Allowable Stories: 3
Allowable Area: Unlimited
Actual Stories: 1 = Compliant, see below
Actual Area: 1,709 sq.ft. = Compliant

- Superseded by IBC Section 1012.5.2, which deems the change in occupancy in basement and grade level being an equal and/or lesser hazard, therefore heights and areas remain acceptable without modification. Additionally, a 2 hour horizontal barrier is provided per IBC & IBC requirements between grade level and second floor.

IBC Chapter 6 - Types of Construction:

Construction Classification: Type VB (0,0,0)
Required exterior wall fire resistance rating: 1 hour (X<5', IBC Table 602)
- Superseded by IBC section 1012.6.2 - change in occupancy category to an equal/lesser hazard. Existing openings and exterior wall can remain without modification. Opening protectives required

IBC Chapter 7 - Fire & Smoke Protection Features:

Allowable exterior wall opening area, separation 0-3 feet: Not Permitted
- Superseded by IBC section 1012.6.2 - change in occupancy category to an equal/lesser hazard. Existing openings and exterior wall can remain without modification.

Fire barriers, Section 707: Table 707.3.10, 2 hour fire separation between Group A and R is required

Horizontal assemblies, Section 711: 711.3 refers to 508.4 where separation between mixed occupancies is required, a 2 hour separation is required for a non-sprinklered building

Shaft enclosures, section 713.4: stair must be 2 hour rated where protecting four stories
- Superseded by IBC section 803.2.1 as referenced by section 1012.4.1 and 903.1, 1 hour rating will suffice
- Superseded by IBC section 1012.5.3, grade level and basement level change to equal/lesser hazard and non-separated per IBC, no fire barrier necessary between mixed occupancies on same level

IBC Chapter 9 - Fire Protection

Fire Sprinkler System is not required to be installed per IBC/IFC due to Level 2 alteration and no change of Use.
Group A-3: no fire sprinkler required, area < 12,000 sq.ft., occupant load < 300, grade level discharge

Group R-3: 2012 IBC requires; however, city of Independence excluded single family residences from fire sprinkler systems when adopting IBC.

Fire extinguishers to be supplied in accordance with section 906.

Fire alarm system not required for Group A per IBC 907.2.1: occupant load < 300. Interconnected smoke detection system will be installed throughout the space.

Single/multiple station smoke alarms will be installed per section 907 for Group R areas.

IBC Chapter 10 - Means of Egress

Door swing and door width to be per IBC requirements, based on occupant load factors for new construction.

Emergency lights to be installed throughout the egress routes and above all exits in accordance with IBC Chapter 10 requirements for new construction.

Number of Exits: 2 exits minimum from each occupancy type based on Section 1015 for occupant load. One exit provided from Group R areas via enclosed smokeproof stair shaft.
- Superseded by IBC section 805.3.1.1(9) for Group R with maximum 20' travel from no more than four dwelling units per floor to smokeproof exit access.
Two exits provided from Group A-2/F-2/S-2 spaces.

IBC Chapter 12 - Interior Environment

Ground floor sleeping unit in the residential area complies with Section 1205, natural lighting requirements.

Design & Engineering Requirements:

Architectural & Engineering drawings provided for grade level modification per KS state statutes.

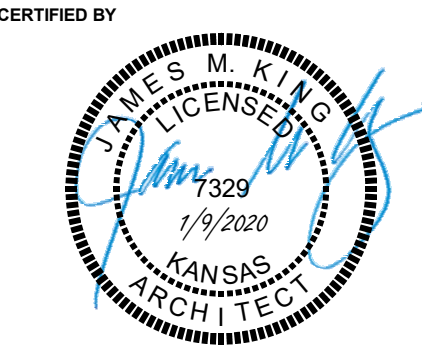
Sealed code footprint provided for utility space, grade level & second floor per City.

Second floor no requirements for sealed drawings per KS state statutes. **74-7301 Architecture; exemptions from requirements for licensure or certification; definitions.** Item (b) persons designing or erecting or preparing plans, drawings or specifications for buildings housing no more than two dwelling units in one contiguous structure or for agricultural buildings. **74-7033 Engineering; exemptions from requirements for licensure or certification** Item (b) persons designing or erecting or preparing plans, drawings, or specifications for buildings housing no more than two dwelling units in one contiguous structure or for agricultural buildings.

ECHELON
ARCH + DESIGN

107 1/2 N. PENNSYLVANIA AVE.
SUITE 2F
INDEPENDENCE, KANSAS 67301

620-331-6171
www.EchelonAD.com



103 N. PENN RENOVATION

103 N. PENN AVE, INDEPENDENCE, KS

CODE FOOTPRINT

MANAGER JE H
DRAWN BY SAC

REVISIONS

PROJECT NUMBER Project Number

DATE 1/9/2020

SHEET NUMBER

A0

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's August 2, 2022 Meeting

I. Call to Order

Present: Mary Jo Meier, Brent Littleton, Anthony (Tony) Royse, Kendall Neill, Tim Haynes, Michelle Anderson

Absent: Rachel Lyon, Lisa Richard, Andy McLenon

Excused:

Guests: Ruth Bowers, Kaitlyn Casillas, Paul Redel, William Briggs, Joe Cabrera, John Cusumano, Randy Shurtz, Miranda Bruening, Tabatha Snodgrass, Lisa Wilson

II. Minutes

- a. Consider approving minutes of the July 5, 2022 meeting.

Motion:

On the motion of Tim Haynes, seconded by Brent Littleton the Commission Approved the Minutes of the July 5, 2022 Meeting.

Aye: Michelle Avery, Tim Haynes, Brent Littleton, Mary Jo Meier, Kendall Neill, Anthony (Tony) Royse

Nay: None

III. Board of Zoning Appeals (Does not include outside City appointments)

- a. Public Hearing to receive comments on a request for a variance to reduce the minimum tenant space square footage requirement for three tenants in a C-4 highway commercial district at 102-106 South Peter Pan Road.

Kendall Neill opened the public hearing and the staff report was read.

MRP Capital Group purchased the building at 102-106 S Peter Pan Rd in July after CATO's closed. When that happened, The Shoe Store had the option for a percentage rent and/or to terminate their lease and so the company began searching for new tenants to rectify the situation. John Cusumano, who represents MRP Capital Group, stated that CATO's had to close their store because it was a larger space than they needed and they could no longer afford it. He presented his request to the board to split the area into 3 parts, for a total of 5 tenants in the building.

William Briggs, of US Cellular, explained the importance of the request as it pertains to the businesses going in and the time constraints in getting the building finished. He stated that the company wants to make a significant contribution to Independence. The new store would do that and we have brought in six new employees who have already left their jobs and some

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have relocated.

Tabatha Snodgrass discussed the importance of a strong downtown and having businesses go into the downtown buildings.

John Cusumano stated that his company was willing to work with the City on a new plan to reduce to two tenant spaces rather than three tenant spaces, for a total of four tenant spaces in the building.

Joe Cabrera stated that his company wants to be here and purposely chose to go into the building at 104 S Peter Pan Rd for the opportunity to stay in Independence. The company will usually put their businesses close to Walmart stores. He does not see this as the same situation from 22 years ago because things have changed and their company has an agent office in Coffeyville and a corporate store in Independence. We have been here for 12 years and have been moving employees to Independence.

Anthony (Tony) Royse asked what the difference is between the corporate store and what we had.

Joe Cabrera said that we had an authorized agent before but with corporate you have employees hired by US Cellular that can offer different benefit packages. There is also more support and more capital spent to support the business as well as more inventory.

Kendall Neill asked if the two businesses do not move will they have to shut their doors regardless.

Joe Cabrera replied that the previous location was agent owned and corporate was forced to look for another location.

Anthony (Tony) Royse asked if any of the businesses looked downtown for a building.

John Cusumano stated that MRP always opens next to Walmart.

Ruth Bowers stated that US Cellular had looked into the downtown buildings and found they were not ADA compliant and it would put too much cost on the company to bring it up to compliance.

Kendall Neill closed the public hearing. Acceptance of a variance must be based on the following factors:

a. That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone

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or district; and is not created by any action or actions of the property owner or the applicant;

b. That the granting of the permit for the variance will not adversely affect the rights of the adjacent property owners or residents;

c. That the strict application of the provisions of the zoning regulations of which variance is requested will constitute unnecessary hardship upon the property owner represented in the application;

d. That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare; and

e. That granting the variance desired will not be opposed to the general spirit and intent of the zoning regulations. The chair will entertain a motion at this time.

Anthony (Tony) Royse moved to approve the variance.

Motion:

On the motion of Anthony (Tony) Royse to approve the variance as requested to convert a 6,992 sq ft premise, located at 102-106 South Peter Pan Road, to 3 separate spaces totaling 6,850 sq ft of rentable space, consisting of the following: Space #1, 1,380 sq ft Space #2, 2,024 sq ft Space #3, 3,446 sq ft.

This motion is based on the following: a. The variance requested is for a condition that was created by City staff, not the property owner; b. Granting of the variance would not create an unfair advantage to adjoining property owners as the other two spaces are currently occupied; c. If the variance requested is not granted, it would create unnecessary hardship upon the property owner by causing two new tenants, US Cellular and Verizon, to vacate the market and would experience continued difficulty in marketing the property. d. Granting the variance will not affect public safety, health, morals, etc. e. Granting the variance will not be contrary to the general spirit/intent of the planning and zoning ordinance as the property owner has no desire to move away from large retail sales. Granting the variance simply reflects the current reality that small retail properties are most effectively utilized by featuring a tenant mix of large/small retail uses. The property owner has no desire to convert all the spaces into smaller spaces, but wants to utilize 5 tenant spaces as opposed to 3. In addition, in 2006, a variance was approved at this location allowing a tenant to establish a retail space less than the 7,000 sq ft minimum required in a C-4 zone at that time.

There was discussion about whether the permit should have been issued and if when the property was sold it was known that it was zoned C-4. All district regulations can be found online. The initial permit was issued to get one of the cellular companies situated in a space quickly and it was for one new wall and preliminary work. The company was to then come back with additional

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plans.

Kendall Neill stated that he would like some more time to look over the information and would entertain a motion to adjourn the public hearing.

Mary Jo Meier asked if it would appropriate to consider amending the motion as this gentleman recommended and dividing the space in half rather than having three small entities.

Tim Haynes said it is also his opinion that there is a lot of difference between making two units that are 3,000 or more versus having potentially three units and like Kendall Neill he does not want to lose any business.

Kendall Neill asked if there was a second to the motion made by Anthony (Tony) Royse.

Motion dies for lack of a second.

City Attorney Jeff Chubb said the board could adjourn the hearing but should not wait more than a week for the next meeting to decide. The board was instructed not to speak to anyone about what has been or will be discussed.

Motion:

On the motion of Tim Haynes, seconded by Anthony (Tony) Royse, to Adjourn this Hearing to August 9, 2022 and to request plans for two new spaces instead of three, to be reviewed at that hearing.

Aye:Michelle Avery, Mary Jo Meier, Kendall Neill, Tim Haynes, Anthony (Tony) Royse

Nay: None

IV. Planning Commission

- a. Public Hearing to receive comments on a request for a conditional use permit for single-family and multi-family dwellings in the C-3, Central Business District at 103 North Pennsylvania Avenue, adjourned from the June 7, 2022 meeting.

Miranda Bruening explained the new plans put into place for this project that would fit what the City requires, and to meet the concerns brought up at the April 5, 2022 meeting.

Motion:

On the motion of Tim Haynes, seconded by Anthony (Tony) Royse to approve the conditional use permit based on staff's recommendation with the

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's August 2, 2022
Meeting**

additional conditions as recommended by City staff.

Aye: Michelle Avery, Tim Haynes, Brent Littleton, Kendall Neill, Anthony (Tony) Royse

Nay: Mary Jo Meier

- b. Public hearing to consider adopting text amendments to Appendix B-Zoning of the City Code relating to recreational vehicles.

City Attorney Jeff Chubb put together wording for the Ordinance for owner/occupied RV's, taking out the time constraints that the Planning Commission/Board of Zoning Appeals wanted removed.

Motion:

On the motion of Tim Haynes, seconded by Brent Littleton, to approve adopting text amendments to Appendix B-Zoning of the City Code relating to recreational vehicles as recommended by the City Attorney.

Aye: Michelle Avery, Tim Haynes, Brent Littleton, Mary Jo Meier, Kendall Neill, Anthony (Tony) Royse

Nay: None

V. Discussion

Kelly Passauer stated that the September 6 meeting will be on the day after a City holiday but encouraged the board to go ahead and meet as there are items on the Agenda with time constraints.

Kendall Neill asked whether money for the new Comp Plan was still in the proposed budget and Kelly Passauer stated that it is at present.

VI. Adjournment

Motion:

On the motion of Tim Haynes, seconded by Anthony (Tony) Royse to adjourn the meeting.

Aye: Michelle Avery, Tim Haynes, Brent Littleton, Mary Jo Meier, Kendall Neill, Anthony (Tony) Royse

Nay: None

Chairperson

Secretary



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 25, 2022

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider adopting a resolution setting a public hearing for September 8, 2022 at 5:30 PM to consider adopting a Neighborhood Revitalization Plan for the Airport.

SUMMARY RECOMMENDATION Adopt the ordinance setting the public hearing.

BACKGROUND City staff has been working on a potential industrial expansion at the airport and, as part of this initiative, recommends establishing a neighborhood revitalization plan at the Independence Municipal Airport.

FINANCIAL INFORMATION The neighborhood revitalization program encourages the redevelopment of property by providing an opportunity for a percentage of property tax rebates due to the increased property values over a ten-year period. This program has been successful in other areas of the City, and it is recommended to expand this program to the Independence Municipal Airport, which is also a City industrial park.

SUGGESTED MOTION I move to adopt Resolution No. 2022-044 setting a public hearing for September 8, 2022 at 5:30 PM to consider adopting a Neighborhood Revitalization Plan for the Airport.

SUPPORTING DOCUMENTS

1. Resolution 2022-044 - Neighborhood Revitalization - Airport
2. Ordinance No. _____ - Neighborhood Revitalization -- Airport
3. Neighborhood Revitalization Plan Interlocal Agreement - Airport
4. Neighborhood Revitalization Plan - Airport
5. Attachment A - Airport NRD Plan
6. Attachment B - Airport NRD Plan

RESOLUTION # 2022 - 044

WHEREAS, the City of Independence, Kansas, may pursuant to K.S.A. 12-17,114 *et seq.* adopt a plan to assist in the rehabilitation, conservation or redevelopment of certain designated structure(s) in an area within the City of Independence, Kansas, which meets the conditions provided in said law; and

WHEREAS, the City of Independence, Kansas, seeks to exercise the authority provided in K.S.A. 12-17,114 *et seq.* in order to rehabilitate, conserve or redevelop certain designated structure(s) in the City.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Independence, Kansas, in accordance with K.S.A. 12-17,114 *et seq.* the following notice is hereby given:

NOTICE

The City Commission will consider the adoption of Neighborhood Revitalization Plan(s), pursuant to K.S.A. 12-17,114 *et seq.* at a public hearing in the Civic Center at Memorial Hall, 410 North Pennsylvania Avenue, Independence, Kansas, on September 8, 2022 at 5:30 PM.

The proposed Neighborhood Revitalization Plan(s) and a description of the boundaries of the proposed Neighborhood Revitalization Area(s) are available for inspection during the hours of 8:00 a.m. to 4:00 p.m., Monday through Thursday, and during the hours of 8 AM to 12 PM, on Friday in the office of the City Clerk, City Hall, 811 W. Laurel Street, Independence, Kansas.

At the conclusion of the hearing, the City Commission will consider findings necessary for the adoption of the proposed Neighborhood Revitalization Plan(s)

and the establishment of the proposed Neighborhood Revitalization Area(s), all as provided for in K.S.A. 12-17,114 *et seq.*

BE IT FURTHER RESOLVED that the City Clerk shall cause a copy of this resolution to be delivered to the other taxing entities within Montgomery County, Kansas.

BE IT FURTHER RESOLVED that the City Clerk shall cause this resolution to be published in the official city newspaper at least once each week for two consecutive weeks prior to the hearing.

ADOPTED AND APPROVED by the City Commission of the City of Independence, Kansas, on August 25, 2022.

Dean A. Hayse
Mayor

David Schwenker
City Clerk

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING NEIGHBORHOOD REVITALIZATION PLAN(S) AND
DESIGNATING NEIGHBORHOOD REVITALIZATION AREA(S)**

WHEREAS, the City Commission of the City of Independence, Kansas, pursuant to the authority provided in K.S.A. 12-17, 114 et seq. wishes to adopt plan(s) to assist the revitalization of certain designated structure(s) in area(s) in the City of Independence, KS; and

WHEREAS, the City Commission of the City of Independence, Kansas, pursuant to public notice did hold a public hearing on September 8, 2022, to hear and consider public comment on the Neighborhood Revitalization Plan(s).

NOW, THEREFORE, BE IT ORDAINED:

SECTION 1 Neighborhood Revitalization Plan(s). That the City Commission does hereby adopt the Neighborhood Revitalization Plan(s), attached herein, labeled Exhibit A and incorporated by reference as if fully set forth herein.

SECTION 2 Designation of Neighborhood Revitalization Area(s). That the City Commission hereby designates the real property described in Part 1- Attachment A of the Neighborhood Revitalization Plan(s) as the Neighborhood Revitalization Area(s), finds that

The area was originally developed as an Army Air Forces Pilot School activated on October 12, 1942 and deactivated on December 11, 1947. After which the City of Independence has operated the facility as its municipal airport. Since the property was originally developed approximately eighty years ago, there are still building(s) or improvements which by reason of dilapidation, deterioration, or obsolescence, which the existence of conditions is detrimental to the public welfare; the area has defective or inadequate streets, faulty lot layout in relation to size, adequacy, accessibility or usefulness, deterioration of site or other improvements, and a combination of such factors which substantially impair the sound growth of a municipality and constitutes an economic liability that is detrimental to the public health, safety or welfare in its present condition and use; and the area contains some building(s) or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use.

ORDINANCE NO. _____

SECTION 3 That this ordinance shall be in full force and effect upon publication in the official city newspaper.

PASSED AND APPROVED this 8th day of September, 2022.

Dean A. Hayse, Mayor

David Schwenker, City Clerk

NEIGHBORHOOD REVITALIZATION PLAN

Interlocal Agreement

This interlocal agreement (hereinafter referred to as “Agreement”) entered into on September 8, 2022, by and between the City of Independence, Kansas, a duly organized municipal corporation hereinafter referred to as “City”, the Board of County Commissioners of Montgomery County, Kansas, hereinafter referred to as “County”, Unified School District 446, hereinafter referred to as “USD 446”, and Independence Community College, hereinafter referred to as “ICC”.

Whereas, K.S.A. 12-2904 allows public agencies to enter into inter-local agreements to jointly perform certain functions including economic development; and

Whereas, K.S.A. Section 12-17,114 et seq. provides a program for neighborhood revitalization and further allows for the use on inter-local agreements between municipalities to further neighborhood revitalization; and

Whereas, it is the desire and intent of the parties hereto to provide the maximum economic development incentive as provided for in K.S.A. Section 12-17,119 by acting jointly.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

1. The parties agree to adopt a neighborhood revitalization plan(s) as contained in Exhibit A, attached hereto and incorporated by reference as if fully set forth herein. The parties further agree the neighborhood revitalization plan(s) as adopted will not be amended without approval of the parties except as may be necessary to comply with the applicable state law or regulation.
2. The parties further agree that the County shall administer the neighborhood revitalization plan(s) as adopted by each party on behalf to the signatory parties. The County shall create a neighborhood revitalization fund pursuant to K.S.A. 12-17,118 for the purpose of financing the redevelopment and to provide rebates. Any increment in property taxes received by the City, the County, ICC, and USD 446 resulting from qualified improvements to property

NEIGHBORHOOD REVITALIZATION PLAN

Interlocal Agreement

pursuant to the neighborhood revitalization plan(s) shall be credited to the County's neighborhood revitalization fund.

3. This agreement shall expire December 31, 2032. The parties agree to undertake review of the neighborhood revitalization plan(s) concluding on or before December 31, 2032, to determine any needed modifications to the neighborhood revitalization plan and participation in a new interlocal agreement. The parties agree that any party may terminate this agreement as to that party only prior to December 31, 2032, by providing thirty (30) day advance notice provided however any applications for tax rebate submitted prior to termination shall, if approved, be considered eligible for the duration of the rebate period.
4. The parties are not acquiring any property pursuant to this agreement. This agreement simply provides a mechanism to create and implement a Neighborhood Revitalization Plan which is authorized and controlled by the provisions of KSA 12-17,114 et seq.

NEIGHBORHOOD REVITALIZATION PLAN

Interlocal Agreement

IN WITNESS WHEREOF, the parties have hereto executed this contract of the day and year first above written.

**Board of County Commissioners
Of Montgomery County, Kansas**

ATTEST:

Robert Bever, Chair

Charlotte Scott-Schmidt
County Clerk

(seal)

STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

BE IT REMEMBERED that this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Robert Bever, Chair of Board of County Commissioners of Montgomery County, Kansas, and Charlotte Scott-Schmidt, County Clerk of Montgomery County, Kansas, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My commission expires:

NEIGHBORHOOD REVITALIZATION PLAN
Interlocal Agreement

City of Independence, Kansas

ATTEST:

Dean A. Hayse, Mayor

David Schwenker
City Clerk

(seal)

STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

BE IT REMEMBERED that this _____ day of _____, 2020,
before me, the undersigned, a Notary Public in and for the County and State
aforesaid, came Dean A. Hayse, Mayor of the City of Independence, and David
Schwenker, City Clerk for the City of Independence, who are personally known
to me to be the same persons who executed the within instrument of writing and
such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
seal, the day and year last above written.

Notary Public

My commission expires:

NEIGHBORHOOD REVITALIZATION PLAN
Interlocal Agreement

Board of Education USD 446

ATTEST:

Sam Blackard, President

Toni Jabben
Board Clerk

(seal)

STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

BE IT REMEMBERED that this _____ day of _____, 2020,
before me, the undersigned, a Notary Public in and for the County and State
aforesaid, came Sam Blackard, President of Board of Education, USD 446,
and Toni Jabben, Board Clerk, who are personally known to me to be the same
persons who executed the within instrument of writing and such persons duly
acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
seal, the day and year last above written.

Notary Public

My commission expires:

NEIGHBORHOOD REVITALIZATION PLAN
Interlocal Agreement

Board of Trustees
Independence Community College

ATTEST:

Cynthia Sherwood, Chair

Cherie Stockton
Board Clerk

(seal)

STATE OF KANSAS)

) SS:

MONTGOMERY COUNTY)

BE IT REMEMBERED that this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Cynthia Sherwood, Chair of Independence Community College, and Cherie Stockton, Board Clerk for Independence Community College, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My commission expires:

NEIGHBORHOOD REVITALIZATION PLAN
Interlocal Agreement

APPROVAL OF KANSAS ATTORNEY GENERAL

The above and forgoing Interlocal Agreement is hereby approved by the Kansas Attorney General.

Office
of the Kansas Attorney General

Date

NEIGHBORHOOD REVITALIZATION PLAN (*Airport*) - EXHIBIT “A”

This plan is intended to promote the revitalization of designated structure(s) in an area in the City of Independence, Kansas, through the rehabilitation, conservation or redevelopment in order to protect the public health, safety or welfare of the residents of the City. More specifically, a tax rebate incentive will be available for improvements to designated structure(s) in the area.

In accordance with the provisions of K.S.A. 12-17,114 *et seq.*, the City Commission has held a public hearing and considered the existing conditions and alternatives with respect to the area and designated structure(s), the criteria and standards for a tax rebate and the necessity for Interlocal cooperation among the other taxing units. Accordingly, the City Commission has carefully reviewed, evaluated, and determined the area meets one or more of the conditions to be designated as a **“Neighborhood Revitalization Area.”**

Part 1 - Legal Description of Neighborhood Revitalization Area

See Attachment “A”.

Part 2 - Assessed Valuation of Real Property

Land	\$ 80,682.00
Buildings	<u>\$ 330,888.00</u>
Total	\$ 411,570.00

Part 3 - Listing of Owners of Record in Area

See Attachment “A”.

Part 4A - Existing Zoning Classification

I-1 County Industrial

M-2 Heavy Industrial

See Attachment “B”

Part 4B - Existing Land Use

Agricultural

Commercial

Industrial

Air Transportation

NEIGHBORHOOD REVITALIZATION PLAN (*Airport*) - EXHIBIT “A”

Farming/Ranch Land

Part 4C - Proposed Land Use

The intent of this plan is to promote revitalization and development in this area by stimulating new construction and rehabilitation of existing structures.

Part 5 - Capital Improvements Planned for the Area

Future municipal improvements that may be considered are sidewalk improvements, removal of dangerous and unsafe structures, handicap accessibility improvements, street resurfacing and utility improvements.

Part 6 - Property Eligible for a Tax Rebate

- a. Construction of new structure(s) will be eligible.
- b. Rehabilitation, alterations and additions to existing structure(s) will be eligible.

Part 7 - Criteria for Determination of Eligibility

- a. Only one tax rebate application per project may be submitted. The rebate will be based only upon the increased assessed value attributed to the eligible improvement. For purposes of calculating the increase in the assessed value, a base value shall first be established by calculating the average historical assessed value of the parcel for the three tax years immediately preceding the application for rebate. The increase in the assessed value shall be the difference between the base value established in this manner and the assessed value after the eligible improvement is constructed.
- b. Construction of an improvement must have commenced on or after September 8, 2022, the effective date of enactment of the tax rebate program.
- c. An application for rebate together with a \$25 application fee payable to Montgomery County Appraiser must be filed within sixty (60) days of the issuance of a building permit.
- d. There must be a minimum investment of \$200,000 on commercial and/or industrial building improvements to receive a tax rebate. Cost estimates of the proposed investment must be submitted with this application.
- e. The assessed value increase will be determined by the resulting classification of the improvement. The minimum increase in assessed value due to the eligible improvement will be 5% for commercial and/or industrial property as determined by the Montgomery County Appraiser. This assessed value increase will be determined the

NEIGHBORHOOD REVITALIZATION PLAN (*Airport*) - EXHIBIT “A”

first full year of eligibility after completion and will be used throughout the years of eligibility.

- f. This program is limited to real property. Personal property taxes are not eligible for rebate.
- g. For purposes of determining initial eligibility for participation in the Neighborhood Revitalization Plan, any taxpayer that is delinquent on a real estate tax payment or special assessment payment on any property located in Montgomery County, Kansas, shall not be eligible to participate in the plan. After becoming eligible for participation, any taxpayer that is delinquent in payment of real estate taxes or special assessments on any property owned by the taxpayer in Montgomery County, Kansas, shall not be eligible for the tax rebate under the plan for that tax year only. **Any rebate lost for a specific year due to a delinquent payment cannot be retroactively restored.** If a taxpayer cures the delinquency, the taxpayer shall be eligible for tax rebates under the plan in future years. The rebate plan is for a 10-year term. Loss of eligibility for any year shall not cause the term of the plan to be extended. The taxpayer may only be reinstated into the rebate program one time and must pay a reapplication fee as set by the County. A reinstatement fee of \$100 will be paid by the taxpayer before becoming eligible after delinquency is cured.
- h. Any taxpayer that is not delinquent on any real estate tax payment, personal property tax payment, or special assessment payment on any property located in Montgomery County, Kansas, and failed to file an application for rebate, will be eligible to receive the rebate if the application is filed within 6 months of the issuance of a building permit and the county appraiser can verify the increased value.
- i. Rebates are limited to the applicant only and are not transferable or assignable to subsequent property owners. Upon the sale, transfer, or other conveyance of any property otherwise eligible for participation in the program, the property shall become ineligible for any additional or further rebates. Exception - an applicant who is a bona fide commercial and/or industrial developer shall be entitled to transfer or assign such applicant's eligibility to participate in the program to the first buyer, transferee, or grantee of a commercial and/or industrial property. Upon a subsequent sale, transfer, or conveyance of such property, the property shall become ineligible for any additional or further rebates.
- j. Any new, as well as the existing improvements on the property must conform with all other codes, rules, and regulations in effect at the time the improvements are made, and for the length of the rebate, or the rebate may be terminated.

NEIGHBORHOOD REVITALIZATION PLAN (*Airport*) - EXHIBIT “A”

Part 8 - Contents of an Application for Property Tax Rebate

- a. Owner's Name
- b. Owner's Mailing Address
- c. Owner's Daytime Telephone Number
- d. Address Of Property
- e. Legal Description Of Property
- f. Parcel I.D. Number
- g. Building Permit Number
- h. Existing Use Of Property
- i. Proposed Use Of Property
- j. Proposed Improvement
- k. Estimated Cost Of Improvements
- l. Date Construction Started
- m. Estimated Date Of Completion Of Construction
- n. Signature Of Owner Acknowledging Application Procedures and Criteria
- o. Signature Of City Clerk Indicating Project Is Eligible For Tax Rebate
- p. Signature Of Building Official Indicating Construction Meets All Applicable Codes
- q. Signature Of County Clerk Indicating Taxes On Property Owned By Applicant Are Current
- r. Signature Of County Appraiser Indicating Project Meets Minimum Assessed Valuation Requirements

Part 9 - Application Procedure

- a. Obtain an application for tax rebate from the City Building Official whether a building permit is required or not.
- b. File completed and signed application with the City Clerk, together with the \$25 application fee payable to Montgomery County Appraiser, within 60 days following issuance of the building permit, or if a building permit is not required within 60 days of starting the improvements.
- c. The City Clerk will forward the application to the Montgomery County Appraiser's Office for determination of the existing assessed valuation of the property.
- d. The Building Official will monitor the project to ensure that all applicable city codes are met.

NEIGHBORHOOD REVITALIZATION PLAN (Airport) - EXHIBIT “A”

- e. Upon completion of construction, the City Clerk will notify the County Appraiser that the project is ready for inspection.
- f. Upon determination by the Appraiser’s office that the improvements meet the percentage test for rebate and by the Clerk’s office that the taxes and assessments on property owned by the applicant are not delinquent, the City Clerk will certify that the project and application does or does not meet the requirements for a tax rebate and will notify the applicant.
- g. The tax rebate, less a five percent (5%) administrative fee based on the rebate amount, will be made to the property owner within a thirty (30) day period following the date of tax distribution by the County. The administrative fee will be retained by Montgomery County.

Part 10 - Standard And Criteria For Review And Approval

The proposed project will be reviewed based on the criteria defined in Part 7 and a completed application as defined in Part 8.

Part 11 - Amount and years of rebate eligibility

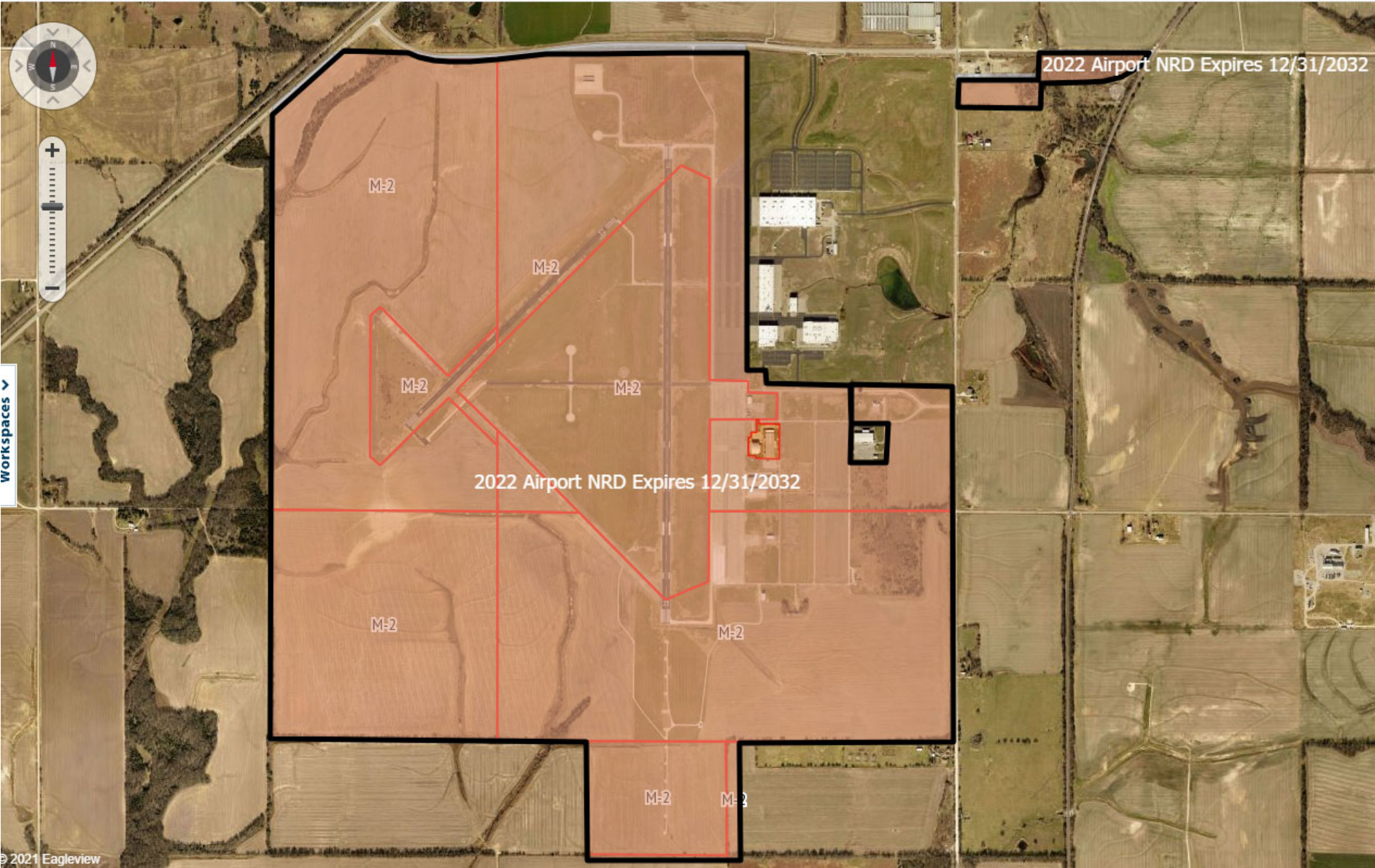
<u>Type of Construction</u>	<u>Years 1-5</u>	<u>Years 6-10</u>
New Structure	up to 100%	up to 50%
Rehabilitation, alteration or addition	up to 100%	up to 50%
Rehabilitation of structure on Kansas Historical Register	up to 100%	up to 50%

The application submittal period for the tax rebate program will expire on December 31, 2030. Prior to this date, the Neighborhood Revitalization Program will be reviewed by the City Commission at which time modifications and extension may be considered.

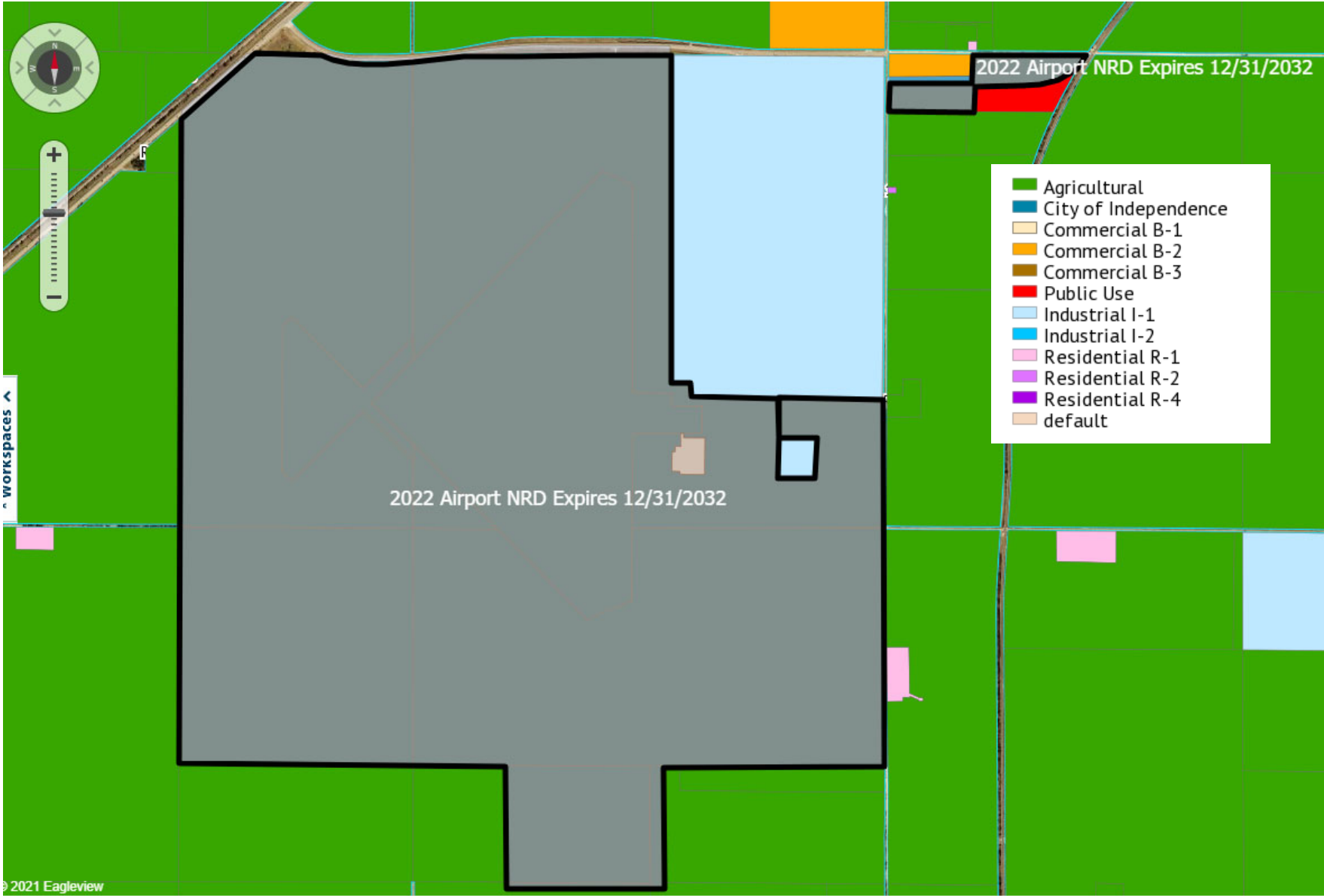
Any property improvement applications submitted prior to December 31, 2030, will, if approved, remain eligible to receive the applicable tax rebate for the number of years specified.

QUICK REF #	PARCEL ID#	OWNERS OF RECORD	OWNER'S MAILING ADDRESS	PROPERTY ADDRESS	APPRAISED VALUE LAND	APPRAISED VALUE BUILDING	TOTAL APPRAISED VALUE	ASSESSED VALUE LAND	ASSESSED VALUE BUILDING	TOTAL ASSESSED VALUE	LEGAL DESCRIPTION	EXISTING PROPERTY CLASS	EXISTING LAND USE
R11086	063134200000000100A	INDEPENDENCE, CITY OF (AIR BASE)	Attn: TONY ROYSE 120 N 6TH ST INDEPENDENCE, KS 67301	00000 CR 3300, Independence, KS 67301	\$ 172,440.00	\$ -	\$ 172,440.00	\$ -	\$ -	\$ -	INDEP CITY UNPLATTED, S20, T33, R15, ACRES 28.49, BEG 840' N SE COR SEC 20 NWLY ALG RUNWAY 780' M/L SWLY ALG RUNWAY 1100' M/L NWLY 150' M/L N 1630' M/L NELY ALG RUNWAY SECTION 20 TOWNSHIP 33 RANGE 15	Exempt - E	Air transportation
R11087	631342000000001000	INDEPENDENCE, CITY OF (AIR BASE)	Attn: TONY ROYSE 120 N 6TH ST INDEPENDENCE, KS 67301	00000 CR 3300, Independence, KS 67301	\$ 91,360.00	\$ -	\$ 91,360.00	\$ 27,408.00	\$ -	\$ 27,408.00	INDEP CITY UNPLATTED, S20, T33, R15, ACRES 272.09, E/2 LYG S & E OF HWY R/W EX BEG SE COR SEC N 840' M/L NWLY 780' M/L SWLY 1100' M/L NWLY 150' M/L N 1630' M/L NELY 150' SECTION 20 TOWNSHIP 33 RANGE 15	Agricultural Use - A	Farming/ranch land
R11112	0631352100000000100C	KANSAS AVIATION OF INDEPENDENCE LLC	401 FREEDOM DR INDEPENDENCE, KS 67301	401 FREEDOM DR, Independence, KS 67301	\$ -	\$ 1,323,550.00	\$ 1,323,550.00	\$ -	\$ 330,888.00	\$ 330,888.00	INDEPENDENCE TOWNSHIP, S21, T33, R15, ACRES 3.1, LEASEHOLD IMPROVEMENTS, BUILDINGS ONLY - KANSAS AVIATION	Commercial & Industrial - C	Warehouse-office combination
R11113	631352100000001000	INDEPENDENCE, CITY OF (AIR BASE)	Attn: TONY ROYSE 120 N 6TH ST INDEPENDENCE, KS 67301	00000 FREEDOM DR, Independence, KS 67301	\$ 773,470.00	\$ 535,780.00	\$ 1,309,250.00	\$ 12,435.00	\$ -	\$ 12,435.00	INDEP CITY UNPLATTED, S21, T33, R15, ACRES 248.82, SEC 21 INSIDE INDEP CITY LMTS LINES EX VARIOUS TRACTS LYG IN E/2 SEC 21, PARCEL NUMBERS AS FOLLOWS: CESSNA-1A & 1D; AVIATION CONTROLS-1B; KAI-1C; LESS R/W	Exempt - E	Air transportation
R11114	631352100000001000	INDEPENDENCE, CITY OF AIRPORT RUNWAY AREA	811 W LAUREL ST INDEPENDENCE, KS 67301	00000 CR 3300, Independence, KS 67301	\$ 434,700.00	\$ 1,352,800.00	\$ 1,787,500.00	\$ -	\$ -	\$ -	INDEP CITY UNPLATTED , ACRES 192.3 , BEG NE COR SC 21 S 3935' W 2040.6' TO POB S 300.7' W 777.5' S 1876.2' SWLY 480.5' NWLY 3464.3' NELY 3470.2' SELY SECTION 21 TOWNSHIP 33 RANGE 15	Exempt - E	Air transportation
R11118	6313522000000003000	CITY OF INDEPENDENCE	120 N 6TH INDEPENDENCE, KS 67301	3494 RUSS MEYER BLVD, Independence, KS 67301	\$ 53,850.00	\$ -	\$ 53,850.00	\$ -	\$ -	\$ -	INDEPENDENCE TOWNSHIP, S22, T33, R15, ACRES 15.45, COM 950' E NW COR NW4 FOR POB, E 1281.19' SWLY ALG CURVE 210.85' SWLY ALG CURVE 666.53' WLY 517.60' S 291' W 977' N 397.44' E 950' N 268.56' TO POB EX COM NW COR SEC S 274.05' TO POB S 70.61' E 950.12' N	Exempt - E	Commercial
R11225	631382800000001000	INDEPENDENCE, CITY OF (AIR BASE)	Attn: TONY ROYSE 120 N 6TH ST INDEPENDENCE, KS 67301	00000 CR 3300, Independence, KS 67301	\$ 271,960.00	\$ 234,460.00	\$ 506,420.00	\$ 24,498.00	\$ -	\$ 24,498.00	INDEP CITY UNPLATTED, S28, T33, R15, ACRES 294.76, N/2 EX BEG 760' E OF NW COR SC 28 SELY 1400' NELY 480.54' N 816' W TO POB; LESS R/W SECTION 28 TOWNSHIP 33 RANGE 15	Exempt - E	Air transportation
R11227	631382800000002000	INDEPENDENCE CITY OF	811 W LAUREL ST INDEPENDENCE, KS 67301	00000 CR 3100, Independence, KS 67301	\$ 291,300.00	\$ -	\$ 291,300.00	\$ -	\$ -	\$ -	INDEP CITY UNPLATTED , ACRES 48.3 , BEG NE COR SW4 S 1320.68' W 1599.35' N 1315.89' E TO POB; LESS R/W SECTION 28 TOWNSHIP 33 RANGE 15	Exempt - E	Air transportation
R11229	631382800000003000	INDEPENDENCE CITY HALL; CITY OF	120 N 6TH ST INDEPENDENCE, KS 67301	00000 CR 3200, Independence, KS 67301	\$ 7,550.00	\$ -	\$ 7,550.00	\$ -	\$ -	\$ -	INDEP CITY UNPLATTED, S28, T33, R15, ACRES 1.85, N 29.2' OF E 1599.6' S/2 SW/4; LESS R/W SECTION 28 TOWNSHIP 33 RANGE 15	Exempt - E	Commercial
R11234	631382800000006000	INDEPENDENCE CITY HALL; CITY OF	120 N 6TH ST INDEPENDENCE, KS 67301	00000 RUSS MEYER BLVD, Independence, KS 67301	\$ 1,700.00	\$ -	\$ 1,700.00	\$ 510.00	\$ -	\$ 510.00	INDEP CITY UNPLATTED, S28, T33, R15, ACRES 4.81, BEG NW COR SE4 E ALG N LI SE4 156.5' SWLY 1352.3' TO PNT 150.3' E W LI SE4 W 150.3' N TO POB; LESS R/W SECTION 28 TOWNSHIP 33 RANGE 15	Agricultural Use - A	Farming/ranch land
R11258	631392900000001000	INDEPENDENCE, CITY OF (AIR BASE)	Attn: TONY ROYSE 120 N 6TH ST INDEPENDENCE, KS 67301	00000 CR 3100, Independence, KS 67301	\$ 52,770.00	\$ -	\$ 52,770.00	\$ 15,831.00	\$ -	\$ 15,831.00	INDEP CITY UNPLATTED, S29, T33, R15, ACRES 157.8, NE4; LESS R/W SECTION 29 TOWNSHIP 33 RANGE 15	Agricultural Use - A	Farming/ranch land
					\$ 2,151,100.00	\$ 3,446,590.00	\$ 5,597,690.00	\$ 80,682.00	\$ 330,888.00	\$ 411,570.00			

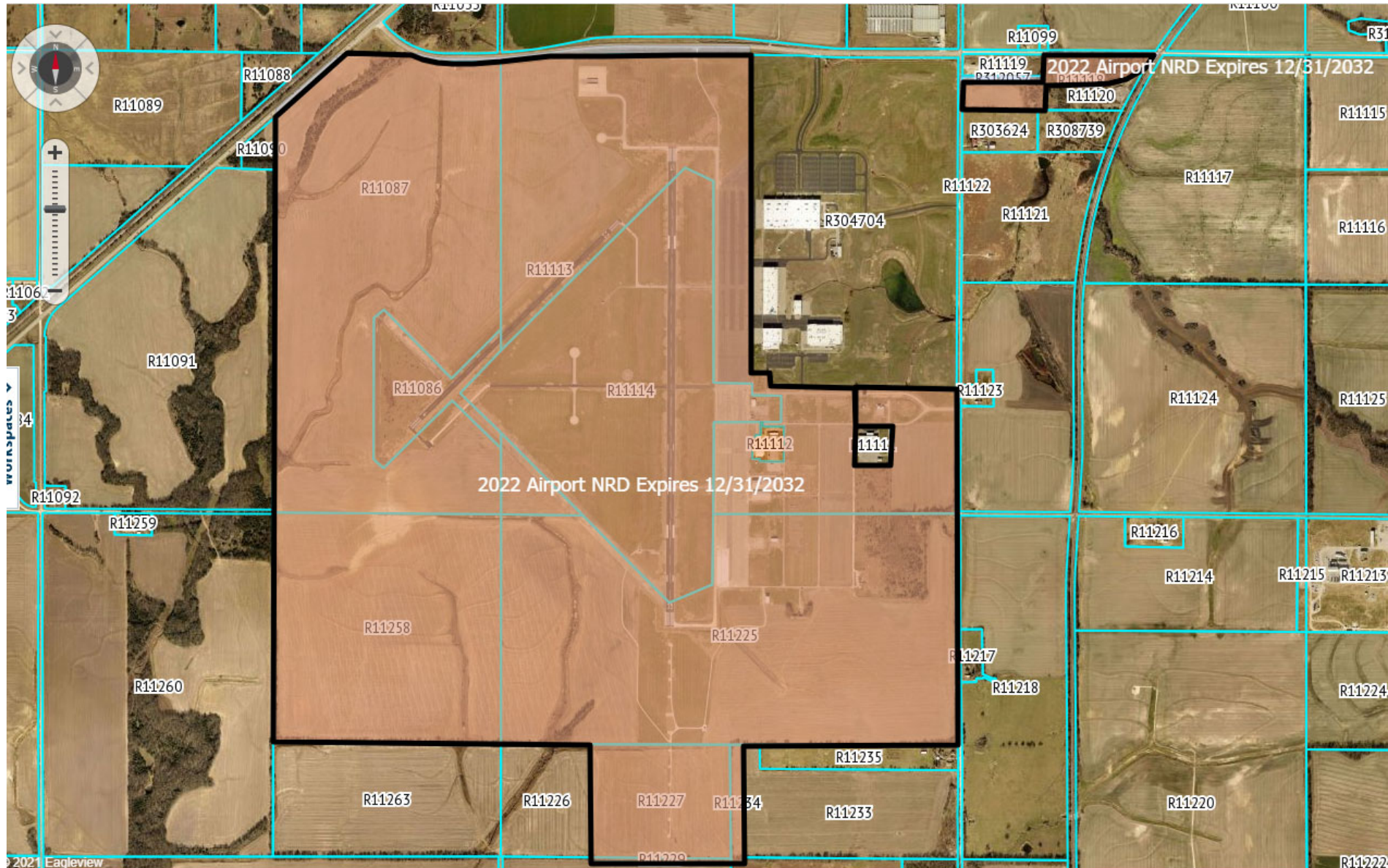
Proposed
Airport NRD
City Zoning



Proposed Airport
NRD
County Zoning



Proposed
Airport NRD
Quick Ref #





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 25, 2022

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider adopting an ordinance for text amendments to Appendix B-Zoning of the City Code relating to Recreational Vehicles and Mobile Home Parks.

SUMMARY RECOMMENDATION Adopt the ordinance.

BACKGROUND On August 2, 2022 the Planning Commission recommended text amendments to the zoning code relating to recreational vehicles as shown in the attached ordinance.

FINANCIAL INFORMATION

SUGGESTED MOTION I move to adopt Ordinance No. 4410 amending certain portions of the Zoning Code pertaining to Recreational Vehicles and Mobile Home Parks.

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SUPPORTING DOCUMENTS

1. Ordinance 4410 - Zoning Amendment - RV and Mobile Home Parks
2. 07/05/2022 RCA to P/Z
3. Approved 07/05/2022 Planning Commission/Board of Zoning Appeals Minutes
4. 08/02/2022 RCA to P/Z
5. City Attorney Recommendation
6. Unapproved 08/02/2022 Planning Commission/Board of Zoning Appeals Minutes

ORDINANCE NO. 4410

An Ordinance Amending Certain Portions of the Zoning Code Pertaining to Recreational Vehicles and Mobile Home Parks

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

Section 1. Zoning Code Section 606.2 is hereby amended in its entirety to read as follows:

606.2. Location of Occupied Recreational Vehicles.

Owner occupied recreational vehicles with electric, water, and sanitary sewer hookups that consist of a vehicular-type unit built on, or for use on, a chassis and designated as living quarters, both permanent and temporary, for recreational, camping or travel use, and which have their own motive power or are mounted on, or which can be drawn by, another vehicle such as motor homes, travel trailers, camper trailers, house trailers, pickup truck campers, hauling trailers, and camper buses shall be permitted in a licensed mobile home park. Such mobile home parks shall have appropriate hookups for water, sewer and electric which must be connected to the recreational vehicle. For any recreational vehicle location within a mobile home park which is located in a flood zone, the utility hookups must meet FEMA requirements. In addition, such recreational vehicles and their locations within a mobile home park shall be in compliance with Section 1009.4 which sets forth the minimum standards for recreational vehicles located within a mobile home park.

Section 2. Zoning Code Section 1009.3 is amended in part as follows:

Subsection (i) is amended to delete reference to telephone and cable tv service.

Subsection (j) is amended to read as follows, in its entirety:

(j) *FEMA Requirements.* Each space located within a flood zone must meet FEMA requirements.

Section 3. Zoning Code Section 1009.4 is amended in its entirety to read as follows:

1009.4 Minimum Standards for Recreational Vehicles Located Within a Mobile Home Park. Recreational vehicles located within a mobile home park shall comply with the following standards.

- a. *Recreational Vehicles Allowed:* Any owner occupied vehicular-type unit built on, or for use on, a chassis and designed as living quarters, both permanent and temporary, for recreational, camping or travel use, and which has its own motive power, or is mounted on, or which can be drawn by, another vehicle such as motor homes, travel trailers, camper trailers, house trailers, pickup truck campers, hauling trailers and camper buses which shall have and use sanitary facilities contained wholly within the recreational vehicle.
- b. *Location:* Must be located on a space meeting the space requirements for mobile homes set forth in Section 1009.3.
- c. *Utility Hookups:* Each space shall have hookup facilities for water, sewer and electricity and each recreational vehicle shall be hooked up to all such utilities. All recreational vehicles shall have and use sanitary facilities contained wholly within the recreational vehicle. All spaces located within a flood zone shall have hookups that comply with FEMA requirements.
- d. *Prohibited Uses:* Nothing contained herein shall be construed to permit the owner or operator of a mobile home park to use or place recreational vehicles as rental units in a mobile home park. The provisions of the zoning code allowing recreational vehicles to be used, placed or located within a mobile home park shall apply only to owner occupied recreational vehicles.

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

Adopted by the Governing Body of the City of Independence, Kansas, on the 25th day of August, 2022.

DEAN A. HAYSE, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk



**REQUEST FOR PLANNING COMMISSION ACTION
TEXT AMENDMENT
CITY OF INDEPENDENCE
JULY 5, 2022**

Department Admin

Prepared By Lydia Collins

AGENDA ITEM Public hearing to consider adopting text amendments to Appendix B-Zoning of the City Code relating to recreational vehicles.

SUMMARY RECOMMENDATION Approve a text amendment for recreational vehicles.

BACKGROUND The City has had several requests over the years from visitors to temporarily park and reside in Recreational Vehicles within City limits with access to utility hookups. Existing and/or future mobile home parks could accommodate this need.

POLICY EXPLANATION *1601.2. Proposal of amendments:* Amendments may be initiated by the governing body, the planning commission, or upon application by the owners of the property affected.

1602.3. Disposition of amendment proposals: Upon receipt of proposed amendment from the zoning administrator, the planning commission shall hold a public hearing on the proposed amendment, and forward to the governing body its findings and recommendations with respect to the proposed amendment.

1604.2. Amendments to text: When a proposed amendment would result in a change in the text of these regulations but would not result in a change of zoning classification of any specific property, the recommendation of the planning commission shall contain a statement as to the nature and effect of such proposed amendment and determinations as to the following items:

a. Whether such change is consistent with the intent and purpose of these regulations;
The change is consistent with the intent and purpose of these regulations. Recreational Vehicles will be hooked up to utilities the same as for mobile homes except in the flood zone where they have further requirements.

b. The areas which are most likely to be directly affected by such change and in what way they will be affected; and

The existing mobile home parks are already established, so the area surrounding the neighborhood will not be affected.

c. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts or other social economic conditions in the areas and zoning districts affected.

More people are buying recreational vehicles and traveling in them, thus needing a place to temporarily park and reside where they can access utilities when visiting Independence.

STAFF RECOMMENDATION Staff recommends including recreational vehicles in mobile home parks by making the following text amendments (suggested changes are highlighted):

606.1 Storage of recreational vehicles: Major recreational equipment such as boats, boat trailers, travel trailers, pickup campers or coaches, camping buses or converted trucks and tent trailers shall be stored at the rear of the premises, then such recreational vehicles may be stored at the side of the residence so long as they do not protrude beyond the front of the residence.

Temporary storage not to exceed 72 hours is permitted in a private driveway located anywhere on private property. In no event, however, shall such recreational vehicles be parked on public property, streets, or thoroughfares for longer than 72 hours. For purposes of this section, the 72 hour permissible temporary storage or parking shall be calculated as consisting of 72 hours over a 30-day period.

606.2 Location of occupied recreational vehicles: Occupied recreational vehicles with electric, water, and sanitary sewer hookups that consist of a vehicular-type unit built on or for use on a chassis and designed as living quarters, both permanent and temporary, for recreational, camping or travel use, and which has its own motive power, or is mounted on, or which can be drawn by another vehicle such as motor homes, travel trailers, camper trailers, house trailers, pickup truck campers, hauling trailers, and camper buses shall be permitted in a licensed mobile home park for up to three months in any one year period. Such mobile home park shall have the appropriate hookups for water, sewer, and electric which must be connected to such occupied recreational vehicle. For those recreational vehicle spots within a licensed mobile home park that are located in the flood zone, such hookups must meet FEMA requirements. Such recreational vehicles and spaces shall be in compliance with Section 1009.4 Minimum standards for recreational vehicles located within a mobile home park.

1009.3 Minimum standards for mobile homes and mobile home spaces: Mobile homes and spaces, when located within a mobile home park shall comply with the below standards.

a. Intensity of use regulations:

1. Minimum mobile home space area: 3,000 square feet per unit.
2. Minimum mobile home space width: 40 feet.

b. Access: Each space shall have access to a paved interior roadway. In no case shall access to mobile home spaces be provided from abutting property.

c. Clearance: Each space shall be designed so that at least ten feet of clearance will be maintained between mobile home units and other structures located in the park.

d. Street setbacks: Mobile home units shall be located so that a 50-foot setback is maintained from the centerline of any private interior roadway. Zoning district setback requirements shall be maintained on all public street frontages for mobile homes as well as buildings.

e. Skirting: Uniform skirting of each mobile home base shall be required, within 30 days after initial placement, such skirting shall be of 26-gauge solid sheetmetal, aluminum or other noncorrosive metal or material of equal strength and so constructed and attached to this mobile home so as to deter and prevent entry of rodents and insects. Storage of goods and articles underneath any mobile home or out-of-doors at any mobile home site shall be prohibited.

f. Stands: Each mobile home site shall be provided with a stand consisting of a solid concrete pad not less than four inches thick, and not more or less than the length and width of the mobile home that will use this site. This pad shall be so constructed, graded, and placed to be durable and adequate for the support of the maximum anticipated load during all seasons.

g. Outdoor patio: An all-weather, hard-surfaced outdoor patio area of not less than 180 square feet shall be provided at each mobile home site, conveniently located to the entrance of the mobile home and appropriately related to open areas of the lot and other facilities, for the purpose of providing suitable outdoor living space to supplement the limited interior spaces of a mobile home.

h. Canopies and awnings: Canopies and awnings may be attached to any mobile home and may be enclosed and used for recreation or sunroom purposes. When enclosed for living purposes, such shall be considered as part of the mobile home and a permit required, issued by the chief building official, before such enclosure can be used for living purposes.

i. Utility hookup: Each space shall have hookup facilities for water, sewer, electricity, telephone and cable TV service. All occupied mobile homes shall have and use sanitary facilities contained wholly within the mobile home.

- j. FEMA requirements: Each space located within a flood zone must meet FEMA requirements.

1009.4 Minimum standards for recreational vehicles located within a mobile home park: Recreational vehicles when located within a mobile home park shall comply with the below standards.

a. Recreational vehicles allowed: An occupied vehicular-type unit built on or for use on a chassis and designed as living quarters, both permanent and temporary, for recreational, camping or travel use, and which has its own motive power, or is mounted on, or which can be drawn by another vehicle such as motor homes, travel trailers, camper trailers, house trailers, pickup truck campers, hauling trailers, and camper buses which shall have and use sanitary facilities contained wholly within the recreational vehicle.

b. Location: Must be parked on a space meeting the mobile home space requirements in section 1009.3.

c. Utility hookup: Each space shall have hookup facilities for water, sewer and electricity and each recreational vehicle shall be hooked up to such utilities. All recreational vehicles shall have and use sanitary facilities contained wholly within the recreational vehicle. All spaces within a flood zone shall have hookups that meet FEMA requirements.

d. Prohibited uses: Spaces shall be rented by the day only and the occupant of a space shall remain not more than three months in any one-year period. No recreational vehicle shall be used as a permanent place of abode, dwelling or business or for indefinite periods of time. Continuous occupancy extending beyond three months in any twelve (12) month period shall be presumed to be permanent occupancy.

SUGGESTED MOTION I move to recommend that the text amendments relating to recreational vehicles and mobile home parks as recommended by staff be included in Appendix B - Zoning of the Code of Ordinances.

SUPPORTING DOCUMENTS

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's July 5, 2022
Meeting**

I. Call to Order

Present: Brent Littleton, Kendall Neill, Andy McLenon, Lisa Richard, Tim Haynes, Anthony Royse, Mary Jo Meier, Rachel Lyon

Absent: Michelle Anderson

Excused:

II. Minutes

- a. Consider approving minutes of the June 7, 2022 meeting.

Motion:

**On the motion of Tim Haynes, seconded by Lisa Richard the Commission
Approved the June 7, 2022 Minutes.**

Aye: Brent Littleton, Andy McLenon, Mary Jo Meier, Kendall Neill, Anthony Royse, Rachel Lyon

Nay: None

III. Board of Zoning Appeals (Does not include outside City appointments)

IV. Planning Commission

- a. Public hearing to receive comments to consider a conditional use permit for a daycare at 436 Pearl Ave in an R-1, large lot single-family dwelling district.

Motion:

**On the motion of Anthony Royse, seconded by Brent Littleton the
Commission approved the conditional use permit for a daycare at 436 Pearl.**

Aye: Tim Haynes, Andy McLenon, Mary Jo Meier, Kendall Neill, Lisa Richard, Rachel Lyon

Nay: None

- b. Public hearing to consider adopting text amendments to Appendix B-Zoning of the City Code relating to recreational vehicles.

These are suggested modifications. Currently the code for recreational vehicles is concerned with storage. This would add descriptions for recreational vehicles parked in a mobile home park and connected to utilities.

Tim Haynes and Rachel Lyon suggested there not be a time limit.

Motion:

On the motion of Kendall Neill, seconded by Anthony Royse the Commission

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's July 5, 2022 Meeting

adjourned the public hearing until August 2, 2022.

Aye: Michelle Anderson, Tim Haynes, Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier, Lisa Richard

Nay: None

- c. Public Hearing to receive comments on a request for a conditional use permit for single-family and multi-family dwellings in the C-3, Central Business District at 103 North Pennsylvania Avenue, adjourned from the April 5, 2022 meeting.

Motion:

On the motion of Kendall Neill, seconded by Tim Haynes the Commission adjourned the public hearing until August 2, 2022.

Aye: Brent Littleton, Rachel Lyon, Andy McLenon, Mary Jo Meier, Lisa Richard, Anthony Royse

Nay: None

V. Discussion

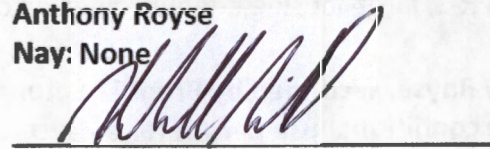
VI. Adjournment

Motion:

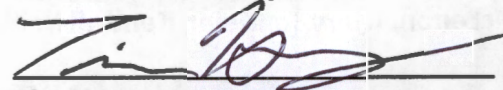
On the motion of Kendall Neill, seconded by Andy McLenon the Commission Adjourned the July 5, 2022 Meeting.

Aye: Tim Haynes, Brent Littleton, Rachel Lyon, Mary Jo Meier, Lisa Richard, Anthony Royse

Nay: None



Kendall Neill, Chairperson



Tim Haynes, Secretary



**REQUEST FOR PLANNING COMMISSION ACTION
TEXT AMENDMENT
CITY OF INDEPENDENCE
AUGUST 2, 2022**

Department Admin

Prepared By Lydia Collins

AGENDA ITEM Public hearing to consider adopting text amendments to Appendix B-Zoning of the City Code relating to recreational vehicles.

SUMMARY RECOMMENDATION Approve the Staff Report written by Jeff Chubb as the code for recreational vehicles.

BACKGROUND This item was tabled at the July 5, 2022 meeting for the August 2, 2022 meeting.

POLICY EXPLANATION *1601.2. Proposal of amendments:* Amendments may be initiated by the governing body, the planning commission, or upon application by the owners of the property affected.

1602.3. Disposition of amendment proposals: Upon receipt of proposed amendment from the zoning administrator, the planning commission shall hold a public hearing on the proposed amendment, and forward to the governing body its findings and recommendations with respect to the proposed amendment.

1604.2. Amendments to text: When a proposed amendment would result in a change in the text of these regulations but would not result in a change of zoning classification of any specific property, the recommendation of the planning commission shall contain a statement as to the nature and effect of such proposed amendment and determinations as to the following items:

- a. Whether such change is consistent with the intent and purpose of these regulations;
The change is consistent with the intent and purpose of these regulations. Recreational Vehicles will be hooked up to utilities the same as for mobile homes except in the flood zone where they have further requirements.
- b. The areas which are most likely to be directly affected by such change and in what way they will be affected; and
The existing mobile home parks are already established, so the area surrounding the neighborhood will not be affected.
- c. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts or other social economic conditions in the areas and zoning districts affected.

More people are buying recreational vehicles and traveling in them, thus needing a place to temporarily park and reside where they can access utilities when visiting Independence.

STAFF RECOMMENDATION

606.2 Location of Occupied Recreational Vehicles: *Owner* occupied recreational vehicles with electric, water, and sanitary sewer hookups that consist of a vehicular-type unit built on, or for use on, a chassis and designated as living quarters, both permanent and temporary, for recreational, camping or travel use, and which have their own motive power or are mounted on, or which can be drawn by, another vehicle such as motor homes, travel trailers, camper trailers, house trailers, pickup truck campers, hauling trailers, and camper buses shall be

permitted in a licensed mobile home park. Such mobile home parks shall have appropriate hookups for water, sewer and electric which must be connected to the recreational vehicle. For any recreational vehicle location within a mobile home park which is located in a flood zone, the utility hookups must meet FEMA requirements. In addition, such recreational vehicles and their locations within a mobile home park shall be in compliance with Section 1009.4 which sets forth the minimum standards for recreational vehicles located within a mobile home park.

1009.4 Minimum Standards for Recreational Vehicles Located Within a Mobile Home

Park: Recreational vehicles located within a mobile home park shall comply with the following standards.

a. **Recreational Vehicles Allowed:** Any owner occupied vehicular-type unit built on, or for use on, a chassis and designed as living quarters, both permanent and temporary, for recreational, camping or travel use, and which has its own motive power, or is mounted on, or which can be drawn by, another vehicle such as motor homes, travel trailers, camper trailers, house trailers, pickup truck campers, hauling trailers and camper buses which shall have and use sanitary facilities contained wholly within the recreational vehicle.

b. **Location:** Must be located on a space meeting the space requirements for mobile homes set forth in Section 1009.3.

c. **Utility Hookups:** Each space shall have hookup facilities for water, sewer and electricity and each recreational vehicle shall be hooked up to all such utilities. All recreational vehicles shall have and use sanitary facilities contained wholly within the recreational vehicle. All spaces located within a flood zone shall have hookups that comply with FEMA requirements.

d. **Prohibited Uses:** Nothing contained herein shall be construed to permit the owner or operator of a mobile home park to use or place recreational vehicles as rental units in a mobile home park. The provisions of the zoning code allowing recreational vehicles to be used, placed or located within a mobile home park shall apply only to owner occupied recreational vehicles.

SUGGESTED MOTION I move that we approve the text amendments to Appendix B- Zoning of the City Code relating to recreational vehicles as recommended by the City Attorney.

SUPPORTING DOCUMENTS

1. 2022.07-06 Memo - Recreational Vehicles-zoning

MEMO

To: Kelly Passauer
From: Jeff Chubb
Date: July 6, 2022
Re: Recreational Vehicles/Mobile Home Parks

Kelly:

I still cannot access Civic Clerk or Civic Plus. Every time I click on the link, it says I'm not granted access.

I've dictated some proposed changes that were discussed at the planning commission meeting on July 5. I'm basically using your language but then adding my changes to it. Below are my changes/comments:

606.2 Location of Occupied Recreational Vehicles: Owner occupied recreational vehicles with electric, water, and sanitary sewer hookups that consist of a vehicular-type unit built on, or for use on, a chassis and designated as living quarters, both permanent and temporary, for recreational, camping or travel use, and which have their own motive power or are mounted on, or which can be drawn by, another vehicle such as motor homes, travel trailers, camper trailers, house trailers, pickup truck campers, hauling trailers, and camper buses shall be permitted in a licensed mobile home park. Such mobile home parks shall have appropriate hookups for water, sewer and electric which must be connected to the recreational vehicle. For any recreational vehicle location within a mobile home park which is located in a flood zone, the utility hookups must meet FEMA requirements. In addition, such recreational vehicles and their locations within a mobile home park shall be in compliance with Section 1009.4 which sets forth the minimum standards for recreational vehicles located within a mobile home park.

1009.4 Minimum Standards for Recreational Vehicles Located Within a Mobile Home Park: Recreational vehicles located within a mobile home park shall comply with the following standards.

- a. **Recreational Vehicles Allowed:** Any owner occupied vehicular-type unit built on, or for use on, a chassis and designed as living quarters, both permanent and temporary, for recreational, camping or travel use, and which has its own motive power, or is mounted on, or which can be drawn by, another vehicle such as motor homes, travel trailers, camper trailers, house trailers, pickup truck campers, hauling trailers and camper buses which shall have and use sanitary facilities contained wholly within the recreational vehicle.

b. Location: Must be located on a space meeting the space requirements for mobile homes set forth in Section 1009.3.

c. Utility Hookups: Each space shall have hookup facilities for water, sewer and electricity and each recreational vehicle shall be hooked up to all such utilities. All recreational vehicles shall have and use sanitary facilities contained wholly within the recreational vehicle. All spaces located within a flood zone shall have hookups that comply with FEMA requirements.

d. Prohibited Uses: Nothing contained herein shall be construed to permit the owner or operator of a mobile home park to use or place recreational vehicles as rental units in a mobile home park. The provisions of the zoning code allowing recreational vehicles to be used, placed or located within a mobile home park shall apply only to owner occupied recreational vehicles.

Jeff

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's August 2, 2022 Meeting

I. Call to Order

Present: Mary Jo Meier, Brent Littleton, Anthony (Tony) Royse, Kendall Neill, Tim Haynes, Michelle Anderson

Absent: Rachel Lyon, Lisa Richard, Andy McLenon

Excused:

Guests: Ruth Bowers, Kaitlyn Casillas, Paul Redel, William Briggs, Joe Cabrera, John Cusumano, Randy Shurtz, Miranda Bruening, Tabatha Snodgrass, Lisa Wilson

II. Minutes

- a. Consider approving minutes of the July 5, 2022 meeting.

Motion:

On the motion of Tim Haynes, seconded by Brent Littleton the Commission Approved the Minutes of the July 5, 2022 Meeting.

Aye: Michelle Avery, Tim Haynes, Brent Littleton, Mary Jo Meier, Kendall Neill, Anthony (Tony) Royse

Nay: None

III. Board of Zoning Appeals (Does not include outside City appointments)

- a. Public Hearing to receive comments on a request for a variance to reduce the minimum tenant space square footage requirement for three tenants in a C-4 highway commercial district at 102-106 South Peter Pan Road.

Kendall Neill opened the public hearing and the staff report was read.

MRP Capital Group purchased the building at 102-106 S Peter Pan Rd in July after CATO's closed. When that happened, The Shoe Store had the option for a percentage rent and/or to terminate their lease and so the company began searching for new tenants to rectify the situation. John Cusumano, who represents MRP Capital Group, stated that CATO's had to close their store because it was a larger space than they needed and they could no longer afford it. He presented his request to the board to split the area into 3 parts, for a total of 5 tenants in the building.

William Briggs, of US Cellular, explained the importance of the request as it pertains to the businesses going in and the time constraints in getting the building finished. He stated that the company wants to make a significant contribution to Independence. The new store would do that and we have brought in six new employees who have already left their jobs and some

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's August 2, 2022 Meeting

have relocated.

Tabatha Snodgrass discussed the importance of a strong downtown and having businesses go into the downtown buildings.

John Cusumano stated that his company was willing to work with the City on a new plan to reduce to two tenant spaces rather than three tenant spaces, for a total of four tenant spaces in the building.

Joe Cabrera stated that his company wants to be here and purposely chose to go into the building at 104 S Peter Pan Rd for the opportunity to stay in Independence. The company will usually put their businesses close to Walmart stores. He does not see this as the same situation from 22 years ago because things have changed and their company has an agent office in Coffeyville and a corporate store in Independence. We have been here for 12 years and have been moving employees to Independence.

Anthony (Tony) Royse asked what the difference is between the corporate store and what we had.

Joe Cabrera said that we had an authorized agent before but with corporate you have employees hired by US Cellular that can offer different benefit packages. There is also more support and more capital spent to support the business as well as more inventory.

Kendall Neill asked if the two businesses do not move will they have to shut their doors regardless.

Joe Cabrera replied that the previous location was agent owned and corporate was forced to look for another location.

Anthony (Tony) Royse asked if any of the businesses looked downtown for a building.

John Cusumano stated that MRP always opens next to Walmart.

Ruth Bowers stated that US Cellular had looked into the downtown buildings and found they were not ADA compliant and it would put too much cost on the company to bring it up to compliance.

Kendall Neill closed the public hearing. Acceptance of a variance must be based on the following factors:

a. That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's August 2, 2022 Meeting

or district; and is not created by any action or actions of the property owner or the applicant;

b. That the granting of the permit for the variance will not adversely affect the rights of the adjacent property owners or residents;

c. That the strict application of the provisions of the zoning regulations of which variance is requested will constitute unnecessary hardship upon the property owner represented in the application;

d. That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare; and

e. That granting the variance desired will not be opposed to the general spirit and intent of the zoning regulations. The chair will entertain a motion at this time.

Anthony (Tony) Royse moved to approve the variance.

Motion:

On the motion of Anthony (Tony) Royse to approve the variance as requested to convert a 6,992 sq ft premise, located at 102-106 South Peter Pan Road, to 3 separate spaces totaling 6,850 sq ft of rentable space, consisting of the following: Space #1, 1,380 sq ft Space #2, 2,024 sq ft Space #3, 3,446 sq ft.

This motion is based on the following: a. The variance requested is for a condition that was created by City staff, not the property owner; b. Granting of the variance would not create an unfair advantage to adjoining property owners as the other two spaces are currently occupied; c. If the variance requested is not granted, it would create unnecessary hardship upon the property owner by causing two new tenants, US Cellular and Verizon, to vacate the market and would experience continued difficulty in marketing the property. d. Granting the variance will not affect public safety, health, morals, etc. e. Granting the variance will not be contrary to the general spirit/intent of the planning and zoning ordinance as the property owner has no desire to move away from large retail sales. Granting the variance simply reflects the current reality that small retail properties are most effectively utilized by featuring a tenant mix of large/small retail uses. The property owner has no desire to convert all the spaces into smaller spaces, but wants to utilize 5 tenant spaces as opposed to 3. In addition, in 2006, a variance was approved at this location allowing a tenant to establish a retail space less than the 7,000 sq ft minimum required in a C-4 zone at that time.

There was discussion about whether the permit should have been issued and if when the property was sold it was known that it was zoned C-4. All district regulations can be found online. The initial permit was issued to get one of the cellular companies situated in a space quickly and it was for one new wall and preliminary work. The company was to then come back with additional

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's August 2, 2022 Meeting

plans.

Kendall Neill stated that he would like some more time to look over the information and would entertain a motion to adjourn the public hearing.

Mary Jo Meier asked if it would appropriate to consider amending the motion as this gentleman recommended and dividing the space in half rather than having three small entities.

Tim Haynes said it is also his opinion that there is a lot of difference between making two units that are 3,000 or more versus having potentially three units and like Kendall Neill he does not want to lose any business.

Kendall Neill asked if there was a second to the motion made by Anthony (Tony) Royse.

Motion dies for lack of a second.

City Attorney Jeff Chubb said the board could adjourn the hearing but should not wait more than a week for the next meeting to decide. The board was instructed not to speak to anyone about what has been or will be discussed.

Motion:

On the motion of Tim Haynes, seconded by Anthony (Tony) Royse, to Adjourn this Hearing to August 9, 2022 and to request plans for two new spaces instead of three, to be reviewed at that hearing.

Aye: Michelle Avery, Mary Jo Meier, Kendall Neill, Tim Haynes, Anthony (Tony) Royse
Nay: None

IV. Planning Commission

- a. Public Hearing to receive comments on a request for a conditional use permit for single-family and multi-family dwellings in the C-3, Central Business District at 103 North Pennsylvania Avenue, adjourned from the June 7, 2022 meeting.

Miranda Bruening explained the new plans put into place for this project that would fit what the City requires, and to meet the concerns brought up at the April 5, 2022 meeting.

Motion:

On the motion of Tim Haynes, seconded by Anthony (Tony) Royse to approve the conditional use permit based on staff's recommendation with the

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's August 2, 2022 Meeting

additional conditions as recommended by City staff.

Aye: Michelle Avery, Tim Haynes, Brent Littleton, Kendall Neill, Anthony (Tony) Royse

Nay: Mary Jo Meier

- b. Public hearing to consider adopting text amendments to Appendix B-Zoning of the City Code relating to recreational vehicles.

City Attorney Jeff Chubb put together wording for the Ordinance for owner/occupied RV's, taking out the time constraints that the Planning Commission/Board of Zoning Appeals wanted removed.

Motion:

On the motion of Tim Haynes, seconded by Brent Littleton, to approve adopting text amendments to Appendix B-Zoning of the City Code relating to recreational vehicles as recommended by the City Attorney.

Aye: Michelle Avery, Tim Haynes, Brent Littleton, Mary Jo Meier, Kendall Neill, Anthony (Tony) Royse

Nay: None

V. Discussion

Kelly Passauer stated that the September 6 meeting will be on the day after a City holiday but encouraged the board to go ahead and meet as there are items on the Agenda with time constraints.

Kendall Neill asked whether money for the new Comp Plan was still in the proposed budget and Kelly Passauer stated that it is at present.

VI. Adjournment

Motion:

On the motion of Tim Haynes, seconded by Anthony (Tony) Royse to adjourn the meeting.

Aye: Michelle Avery, Tim Haynes, Brent Littleton, Mary Jo Meier, Kendall Neill, Anthony (Tony) Royse

Nay: None

Chairperson

Secretary



Report
CITY OF INDEPENDENCE
August 25, 2022

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM City Board Minutes

BACKGROUND

SUPPORTING DOCUMENTS

1. 07/20/2022 Library Board Minutes

Independence Public Library Board of Trustees Minutes
Wednesday, July 20, 2022

- I. **Call the Meeting to Order: The regular meeting of the library board was called Order by Vice Chairman Rachel Koszalka at 5:14p.m.**
Trustees Attending: Bill Kelly, Rachel Koszalka, Tom Sewell and Ron Schwatken **Absent:** Michelle Anderson, James Reed, Tom Richardson and Library Director Jeri Hopkins
Also Attending: Assistant Director John Long, Recording Secretary Maddison Cochran and Development Coordinator Brandon West
 - A. **Adoption of Agenda:** Ron S. moved and Bill K. seconded a motion to approve the agenda as printed. Motion carried.
 - B. **Approval of Minutes:** Minutes of the June 15 meeting were approved.
- II. **Consent Agenda:** The consent agenda was adopted as presented. Total expenses for bills for the month of June were \$46,665.47.
- III. **Old Business:**
 - A. Budget - Bill K. moved and Tom S. seconded a motion to approve to publish the Budget for the Public Hearing. Motion carried.
 - B. Director's Performance Review - tabled until next meeting due to the Director's absence
- IV. **New Business:**
 - A. Policy: Visitors in the Workplace - Tom S. moved and Bill K. seconded a motion to approve the written policy: visitors in the workplace as presented.
- V. **Staff Reports:**
 - A. Grant Collaboration (B. West) - The Library offers 1 on 1 grant help as well as provides workshops and various presentations regarding grants.
- VI. **Adjournment: Meeting adjourned at 5:30 p.m. The next regular meeting is scheduled for Wednesday, August 17, at 5:15 p.m.**

Ron Schwatken

Date of Approval: 8-18-2022





Report
CITY OF INDEPENDENCE
August 25, 2022

Department Finance

Director Approval Lacey Lies

AGENDA ITEM July 2022 Sales Tax Report

BACKGROUND

SUPPORTING DOCUMENTS

1. July 2022 Sales Tax Report



July 2022 Sales Tax Report

City of Independence Kansas

Office of the Finance Director

August 22, 2022



Sales Tax Report for July 2022

One Percent Sales Tax – General Fund

The attached spreadsheet and graphs provide comparisons by fiscal year of the **one (1) percent** sales tax levied for City purposes; another one percent is levied for the Special Use Sales Tax Allocation, and another one percent for Education.

NOTE: the “receipts” reported from the State of Kansas to the City for any given month are from sales generated two months prior. For example, the July receipts shown in this report were from sales in May 2022.

July 2022 is the seventh month in the FY2022 Sales Tax Revenue account.

- **July** receipts totaled **\$200,760**, which is an **INCREASE of \$19,364** from July 2021, or **up 10.7%** (see Graph 2, “July 1% Sales Tax 10 Year History”).
- July 2022 receipts are the **HIGHEST July** receipts in the 10-year history (see Graph 2, “July 1% Sales Tax 10 Year History”).
- Annualized FY2022 sales tax collected (with seven months reported) is **\$2,488,401, or \$438,401 over** our **budgeted** amount of \$2,050,000; or **21.4% higher** than the budget. This would be \$245,099 over our FY2021 **actual collections** of \$2,243,303.
- With seven months reported, we have **collected 70.8%** of the FY2022 budgeted amount of \$2,050,000.
- The **Compensating Use** sales tax portion made up **15.1%** of the \$200,760 total (\$30,231) (see Graph 5 “2022 1% Sales Tax – Monthly/Compensating Use Sales Tax and Sales Tax.”).

THANK YOU
For Shopping Local!

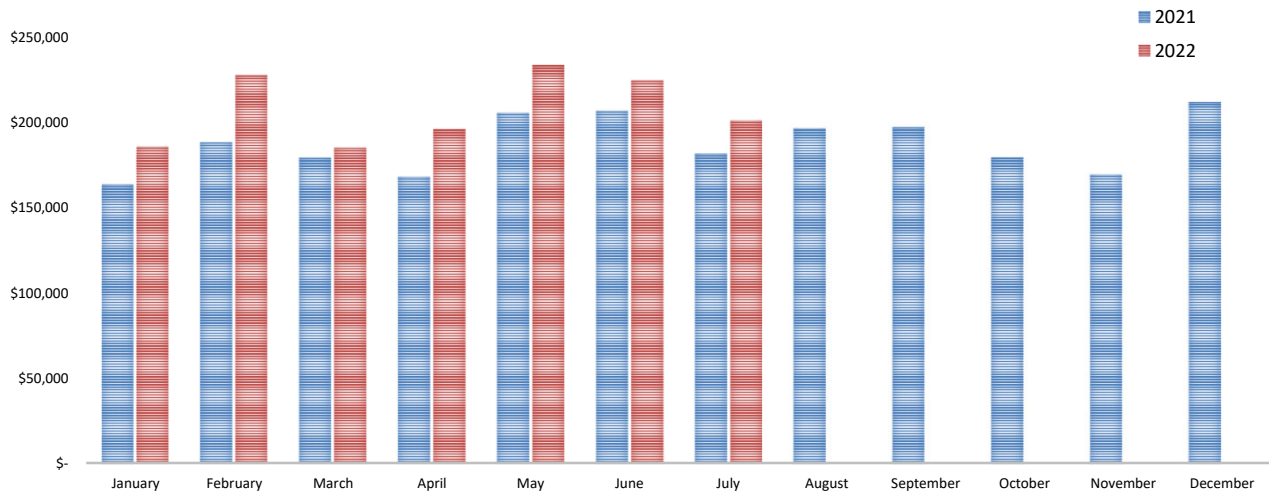


City of Independence Sales Tax - 1% City

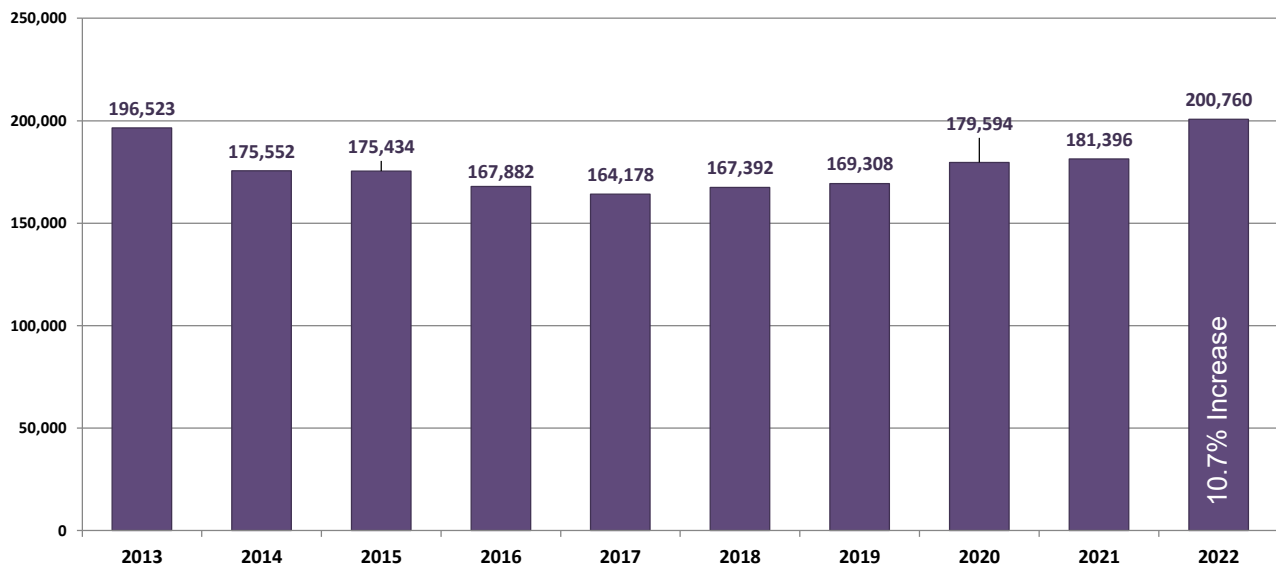
Comparison and History January - July 2022

	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	% Change	% Change
Month	2016	2017	2018	2019	2020	2021	2022	FY 20-21	YTD
January	155,458	150,653	163,240	172,377	169,033	163,252	185,340	13.5%	13.5%
February	178,180	179,791	165,834	178,399	200,053	187,879	227,272	21.0%	17.5%
March	150,239	139,664	146,833	167,292	149,607	178,907	184,767	3.3%	12.7%
April	155,915	160,947	155,702	139,790	172,804	167,798	195,697	16.6%	13.6%
May	175,729	166,595	183,899	187,854	166,798	205,282	233,465	13.7%	13.7%
June	156,021	145,881	147,180	158,263	179,353	206,304	224,267	8.7%	12.7%
July	167,882	164,178	167,392	169,308	179,594	181,396	200,760	10.7%	12.5%
August	155,386	164,255	174,341	180,142	221,770	196,182			-2.4%
September	160,338	146,156	159,813	186,618	166,847	196,679			-13.8%
October	164,757	155,995	163,360	164,463	177,190	179,011			-22.1%
November	158,752	158,730	160,797	159,872	183,599	169,058			-28.6%
December	150,228	166,874	166,699	159,474	169,275	211,556			-35.3%
									
Total:	\$ 1,928,886	\$ 1,899,720	\$ 1,955,089	\$ 2,023,851	\$ 2,135,922	\$ 2,243,303	\$ 1,451,567		
% change		-2%	3%	4%	6%	10.8%	-35.3%		
Annual Budget					\$ 2,135,922	\$ 2,243,303	\$ 2,488,401	\$ 245,099	
					\$ 1,931,101	\$ 1,935,000	\$ 2,050,000	\$ 115,000	
Collections Over (under) Budget					\$ 204,821	\$ 308,303	\$ 438,401		
Projected % Over PY Actual							10.9%		
YTD % of Budget Collected							70.8%		
Projected % Over Budget							21.4%		

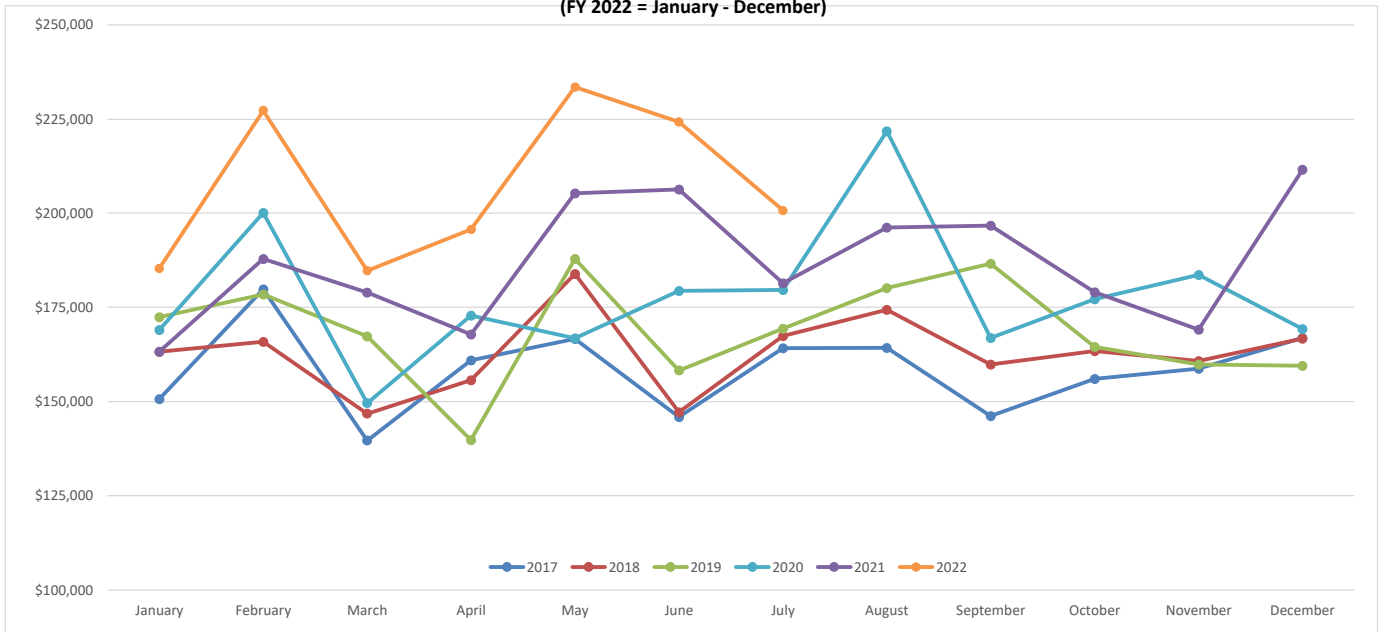
Sales Tax FY 2021 - FY2022 Comparison



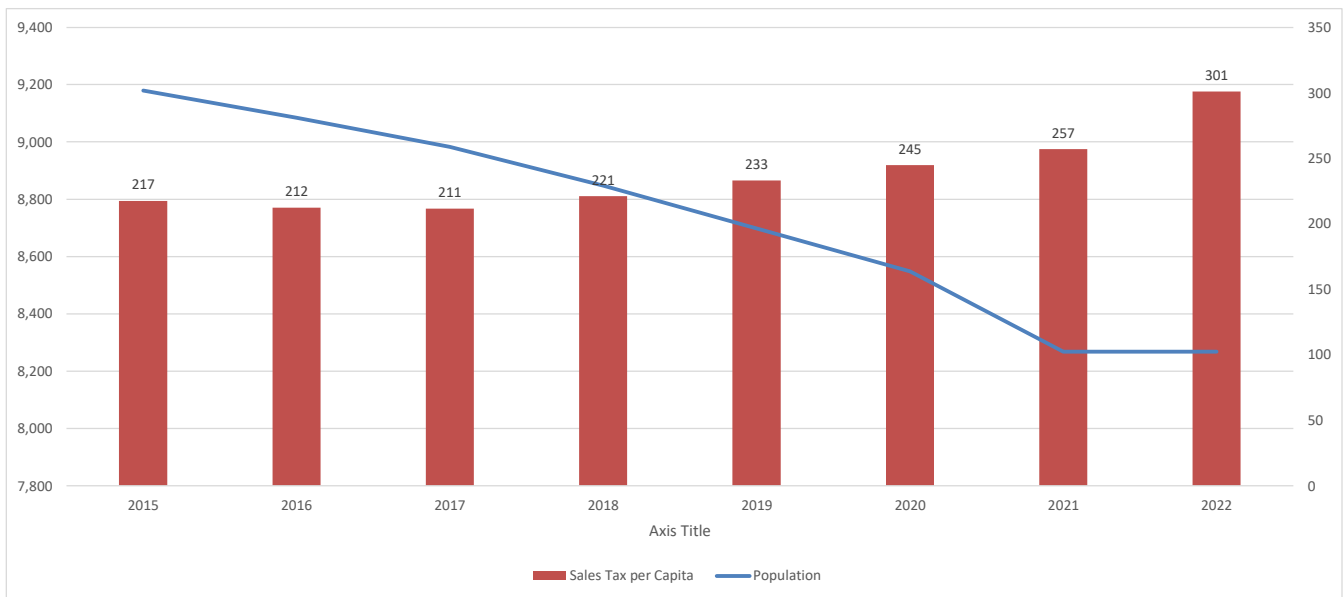
July 1% Sales Tax 10 Year History FY 2013 - FY2022



Sales Tax History Comparison - FY 2017 - FY2022 (FY 2022 = January - December)



Sales Tax per Capita and Population Trend



2022 Sales Tax - One Percent General Fund

Compensating Use Sales Tax and Sales Tax





Report
CITY OF INDEPENDENCE
August 25, 2022

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Public Works Monthly Report

BACKGROUND

SUPPORTING DOCUMENTS

1. Project Status 8-2022

	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	Water Tower Maint.	Maintain and Coat North Water Tower	\$120		N/A	Bidding.	Documents prepared.	Bid date 8/18/22.	4Q22	1Q23
2	Zoo and Park Power	Move power feed for Zoo and Park underground	\$300		PEC	Design in progress.	Working on proposed concept to refeed existing services.	Meeting to check progress with PEC, near completion on scope.	1Q22	3Q22
3	Zoo Master Plan	Create Master Plan for the future of the Zoo.	\$80		PGAV	Planning in progress.	Early July Product Development Review, understand revenue issues.	Set priorities for listed projects with Zoo Master Plan Committee.	4Q21	4Q22
4	Communication Tower	Build new communication tower for emergency services north of historic City Hall.	TBD	TBD	TUSA	Alternative review.	Reviewing scope alternatives.	Reviewing scope alternatives.	TBD	TBD
5	SE Improvements	Improvements to Lift Station for Reliability	\$170		TranSystems	Design in progress.	Design review. Incorporating comments, complete design.	Commission RCA early August, bid in early September.	4Q22	2Q23
6	Central Park	New soccer fields, revamp existing ball fields.	\$7,500	TBD	Indigo	Design in progress.	On hold.	On hold.	TBD (Bid on Hold)	TBD (Bid on Hold)
7	CCLIP Grant	Reconstruct Penn from Morningside to City Limits	\$500	\$370	TranSystems	Design complete.	Plans at KDOT, await approval.	Plans at KDOT, await approval.	1Q23	2Q23
8	CCLIP Grant	Mill and overlay Chestnut from 9th to Penn	\$220	\$150	TranSystems	Design complete.	KDOT wants to bid this year (summer 2022).	Plans at KDOT, await approval, reviewing economics on timing.	3Q22	2Q23
9	Parking Lot N. of City Hall	Design and construct new parking lot north of historic City Hall.	\$600	TBD	Treanor	Design complete.	Drawings ready for review.	Review drawings, determine bid type and bid timeline, understand City Hall construction layout.	1Q23	2Q23
10	Waterline/Meter Project	New Water Meters, Replace Some Water Main	\$3,400		PEC	Design complete.	100% plan review, in to KDHE, AMI options review.	Planning out for bid in late September, award in October, depending on KDHE.	4Q22	2Q23
11	Water Plant Next Phase	Water Plant Capital Work Per Master Plan	\$6,000		PEC	Design complete.	100% plan review, in to KDHE for approval.	Planning bid on 9/1, award in early October, depending on KDHE.	4Q22	4Q26
12	KDHE Wastewater Loan	New sewer lines around 1st and Birch and around the Westminster area.	\$3,000		TranSystems	Pre-bid.	Waiting on final loan document (waiting on KDHE). Working on obtaining easements.	Receive final loan document (waiting on KDHE). Working on obtaining easements, have majority, reviewing alternatives.	3Q22	2Q23
13	Evidence Building	Buildout of existing building for evidence storage.	\$150		Echelon	Preconstruction.	July bid.	Preparing award.	3Q22	1Q23
14	CDBG	Lakeview lift station, I and I abatement.	\$1,400	\$700	TranSystems	Preconstruction.	Documentation to SEKRPC, schedule precon., check on schedule	Hold precon, review schedule, preparing infrastructure at lift station.	3Q22	2Q23
15	Wayfinding Signs	Design and installation of wayfinding signs in the City	\$340	\$200	Avia	Preconstruction.	Project in process.	Project in process.	3Q22	3Q22
16	City Hall/Fire/EMS	Refinish City Hall, construct new Fire/EMS personnel spaces.	\$10,000		Treanor	In construction.	Construction in progress.	Construction in progress.	1Q22	2Q23
17	Enterprise Drive	Buildout of street, utilities	\$1,700	\$1,100	TranSystems	In construction.	Enterprise completion, working ROW issue.	Enterprise completion, working ROW issue. Start intersection at Laurel and Main.	1Q22	3Q22
18	KDOT: Maple Street Cost Share	Complete rebuild, 17th Street to City Limits	\$3,100	\$1,600	TranSystems	In construction.	Paving in progress (concrete), working with RR on engineering approval of suggested fix.	Paving in progress (concrete), working with RR on engineering approval of suggested fix. Asphalt early September?	1Q22	3Q22
19	ADA 2021	Five+ locations - Big Cheese Lot, Alley Work	\$100		TranSystems	In construction.	Construction in progress.	Alley in progress, plan Big Cheese, 4th & Beech.	Jul-21	3Q22
20	Airport Taxiway	Remove Taxiway B, Rehabilitate Taxiway D and Terminal Apron	\$750	\$720	Lochner	In construction.	Project proceeding, working with Textron on runway closures.	Project complete after marking. Last appearance on list.	2Q22	3Q22
A	Airport Terminal	Upgrades/Remodel	\$100	TBD	In-House	Hold.	Prepare at least a limited scope.	Prepare at least a limited scope.	TBD	TBD
B	Whiskey Creek	Artificial lake for runoff water impoundment	TBD		TranSystems	Hold.	Fourth meeting in April.	Fifth meeting in July.	TBD	TBD
C	Transp. Alt. Grant	8' sidewalk to Wal-Mart	TBD		TranSystems	Hold.	Package submitted week of 5/9.	Wait.	TBD	TBD
D	KDOT Bridge Grant	Replace Cherry Street bridge with box culvert.	\$400	TBD	TranSystems	Hold.	Not awarded to Independence.	New grant application prepared.	TBD	TBD
E	KDOT CCLIP	Main Street - 8th to 2nd, two projects	\$1,500	\$1,200	TranSystems	Prepare Grant.	Meeting with KDOT, wait.	Wait.	TBD	TBD
F	KDOT Cost Share	Sycamore Rebuild	\$1,000	\$300	TranSystems	Prepare Grant.	Not awarded to Independence.	New grant application prepared.	TBD	TBD
G	Library/Memorial Hall	Maintenance projects.	TBD		Echelon	Review	Working Memorial exterior pricing.	Memorial exterior work near completion.	TBD	TBD
H	Airport Infrastructure	Paving at airport to support business.	\$900	\$900	TranSystems	Applied for.	Grant application prepared, submitted.	Wait.	TBD	TBD
Green shade denotes changed/new information from last month.										