

INDEPENDENCE CITY COMMISSION
REGULAR SESSION AGENDA

June 26, 2025

5:30 PM

Commission Room, City Hall

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

The Agenda shall be as follows:

I. REGULAR SESSION

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

II. APPOINTMENTS

- A. Opening on the Independence Library District Board of Trustees -- Must Reside In City Limits -- Applications Due by July 1, 2025
- B. Opening on the Park Board -- Can live inside or outside the City -- Applications due by July 1, 2025
- C. Opening on the Landbank -- Applications due by July 1, 2025
- D. Openings on the Tree Board -- Applications Due by July 1, 2025

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 minutes of the June 3rd, 11th and 18th, 2025 meetings.
- B. Consider request for use of barricades to block traffic to park oval for Indy Goes Back to School event.
- C. Consider bidding the Laurel Street Water Tower Maintenance Project.
- D. Consider bidding for construction of containment at the Airport.
- E. Consider releasing a 2nd Mortgage for 1906 Bradley Court.
- F. Consider closing the 600 block of South 8th Street for the Montgomery Place 4th of July party on July 2, 2025.

IV. PUBLIC HEARING

- A. Public Hearing to consider condemnation of 512 W. Myrtle Street as dangerous and unsafe.
- B. Public Hearing to consider the condemnation of 208 S. 16th Street as dangerous and unsafe.
- C. Public Hearing to consider the condemnation of 314 N. 5th Street as dangerous and unsafe.
- D. Public Hearing to consider condemnation of 620 W. Chestnut Street as dangerous and unsafe.
- E. Public Hearing to consider the condemnation of 817 W. Cottonwood Street as dangerous and unsafe.
- F. Public Hearing to consider the condemnation of 1204 W. Myrtle Street as dangerous and unsafe

V. ITEMS FOR COMMISSION ACTION

- A. Consider a resolution to rescind the condemnation action of 617 N. 16th Street.
- B. Consider setting the date of August 28, 2025, for a Public Hearing to consider the condemnation of 1228 N. Penn Ave as dangerous and unsafe.
- C. Consider setting the date of August 28, 2025, for a Public Hearing to consider the condemnation of a garage at 1120 W. Myrtle Street as dangerous and unsafe.

VI. REPORTS

- A. City Board Minutes
- B. Monthly Public Works and Project Report

VII. CITY MANAGER'S COMMENTS

VIII. COMMISSIONERS' COMMENTS

IX. PUBLIC CONCERNS

X. EXECUTIVE SESSION

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

XI. ADJOURNMENT



Report
CITY OF INDEPENDENCE
June 26, 2025

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Opening on the Independence Library District Board of Trustees -- Must Reside In City Limits -- Applications Due by July 1, 2025

BACKGROUND City staff is currently accepting applications from interested individuals who wish to serve on the Independence Library District Board of Trustees. The deadline to apply is July 1, 2025, and the appointee must reside within the City limits. For more information or to apply: [Click Here](#)

SUPPORTING DOCUMENTS



Action Item
CITY OF INDEPENDENCE
June 26, 2025

Department Riverside Park

Director Approval Kelly Passauer

AGENDA ITEM Opening on the Park Board -- Can live inside or outside the City --
Applications due by July 1, 2025

BACKGROUND Applications are being received until July 1, 2025 for an opening on the Park Board. The Park Board meets on the first Monday of the month at 5:30 PM. To learn more about the Park Board, visit this link: [Park Board](#) To apply: [Click Here](#)

SUPPORTING DOCUMENTS



Report
CITY OF INDEPENDENCE
June 26, 2025

Department Housing

Director Approval Kelly Passauer

AGENDA ITEM Opening on the Landbank -- Applications due by July 1, 2025

BACKGROUND Applications will be received through July 1, 2025 for an opening on the Landbank. For more information or to apply, [click here](#).

SUPPORTING DOCUMENTS



Report
CITY OF INDEPENDENCE
June 26, 2025

Department Riverside Park

Director Approval Kelly Passauer

AGENDA ITEM Openings on the Tree Board -- Applications Due by July 1, 2025

BACKGROUND Applications will be received through July 1, 2025 for three terms on the Tree Board. For more information or to apply, [click here](#).

SUPPORTING DOCUMENTS



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 26, 2025**

Department City Clerk

Director Approval

AGENDA ITEM Consider approving minutes of the June 3rd, 11th and 18th, 2025 meetings.

SUMMARY RECOMMENDATION Approve the minutes.

BACKGROUND

FINANCIAL INFORMATION

SUGGESTED MOTION I move to approve the minutes of the June 3rd, 11th and 18th, 2025 Commission meetings.

SUPPORTING DOCUMENTS

1. June 3 2025 Special Meeting Minutes
2. June 11 2025 Minutes
3. June 18 2025 Special Meeting Minutes

Minutes of the City Commission's June 3, 2025 Meeting

I. SPECIAL SESSION

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

City Staff Present: Kelly Passauer, City Manager; David Cowan, Assistant City Manager; Jeff Chubb, City Attorney; David Schwenker, City Clerk/City Treasurer; Jordan Bagley, IT Technician Coordinator; Dustin Stafford, Chief of Police; Derek Bryant, Assistant Police Chief and Aaron Cook, Fire Chief.

Visitors Present: Andy Taylor, Susan Scovel and Mindy Blackard.

A. Call to Order

Mayor Smith called the meeting to order.

II. ITEMS FOR COMMISSION ACTION

A. Consider adopting an ordinance modifying the sale and/or discharge of fireworks.

On May 8, 2025, the City Commission adopted Ordinance No. 4482, extending the fireworks sales dates from June 27–July 4 to June 20–July 7, in line with Senate Bill 199 (SB199). The Commission also extended the discharge period—from July 1–4 to June 20–July 7.

Public Response: The action generated opposition during the May 22, 2025 Commission meeting, with concerns centered around:

- PTSD and veterans' trauma
- Distress to pets and service animals
- Fire hazards and property safety
- Enforcement burdens on police and first responders
- Inadequate citizen input on discharge extension since modifying fireworks discharge dates was not included on the May 8, 2025 agenda

Law Enforcement Perspective: Chief Dustin Stafford has noted that aligning sales and discharge periods aimed to reduce public confusion and improve compliance, but acknowledged the extended discharge period raised concerns for residents.

Proposed Legislative Update: To balance state compliance with local control and public input, Staff suggests the following legislative structure:

Fireworks Sales Period

Minutes of the City Commission's June 3, 2025 Meeting

Amend Sec. 46-102 to read:

“It shall be unlawful for any person to sell, deliver, or give away any fireworks within the corporate limits of the City except during the dates authorized for seasonal or permanent retailers under Kansas state law.”

Fireworks Discharge Period

Retain local discretion for discharge periods. Staff offers three options for consideration:

1. **July 1–4 (Prior Status Quo)** This is the traditional discharge period used by the City prior to May 8. It minimizes disruption to the community and aligns with neighboring cities, including Chanute and Coffeyville. This option balances celebration with reduced impacts to veterans, pets, and public safety personnel.
2. **June 27–July 5 (Moderate Extension)** This matches the Arkansas City model, which limits discharge to a 9-day window despite extended sales dates. It offers a compromise between enforcement practicality and community concerns without adopting a full 18-day discharge period.
3. **July 1–5 (Minimal Extension)** This retains the prior traditional start date but extends one additional day to July 5, allowing for flexibility in case of weather or holiday weekend timing. It provides modest relief to residents while minimizing additional burdens.

Retail Display Signage

To ensure clear communication with the public regarding discharge regulations, Staff recommends amending Sec. 46-107 to require retailers to post an additional sign in the fireworks sales area. This sign must state:

“Fireworks may only be discharged within the City Limits of Independence, Kansas between the hours of 9:00 a.m. and 10:00 p.m. from July 1 through July 3, between the hours of 9:00 a.m. and midnight on July 4, and between the hours of 9:00 a.m. and 10:00 p.m. on July 5.”

This requirement complements existing signage rules and enhances public understanding of legal discharge periods.

Comparison to Regional Cities: According to the May 29, 2025 survey:

- Pittsburg has adopted extended sale and discharge dates (June 20–July 7).
- Arkansas City adopted extended sales but limited discharge to June 27–July 5.
- Fort Scott adopted extended sales and is considering a proposed extension to discharge dates from June 27–July 5 to June 20–July 7.
- Chanute and Coffeyville retained discharge dates of July 1–4, with Chanute extending sale dates from July 1-4 to June 29-July 5.

Minutes of the City Commission's June 3, 2025 Meeting

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission amended Sec. 46-102 to align fireworks sales with dates authorized under Kansas state law, amended Sec. 46-103 to allow discharge of fireworks from July 1 through July 5, and amended Sec. 46-107 to require public signage of discharge dates and times.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

III. EXECUTIVE SESSION

- A. Matters relating to the security of a public body or agency, public building or facility, or the information system of a public body or agency.

Motion:

On the motion of Scott Smith, seconded by Dean Hayse, the Commission recessed for an executive session for matters relating to the security of a public body or agency, public building or facility, or the information system of a public body or agency pursuant to the security measures exception found at K.S.A. 75-4319(b)(12). The open meeting will resume at 9:22 a.m. in the Commission Room of City Hall.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

The open meeting resumed at 9:22 a.m. with no action taken.

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

Motion:

On the motion of Scott Smith, seconded by Dean Hayse, 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, KSA 75-4319(b)(2). The open meeting will resume at 9:36 a.m. in the Commission Room of City Hall.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

The open meeting resumed at 9:36 a.m. with no action taken.

IV. ADJOURNMENT

Motion:
On the motion of Dean Hayse, seconded by Tim Emert, the Commission adjourned the meeting.

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

W. Scott Smith, Mayor

Dean A. Hayse, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer

Minutes of the City Commission's June 11, 2025 Meeting

I. REGULAR SESSION

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

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

Visitors Present: Larry McHugh.

A. Call to Order

Mayor Smith called the meeting to order.

B. Pledge of Allegiance to the United States of America

C. Adoption of Agenda

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission adopted the agenda.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

II. APPOINTMENTS

A. Opening on the Planning Commission/Board of Zoning Appeals -- Must Reside In the City Limits

The City of Independence has an opening on the Planning Commission / Board of Zoning Appeals (BZA) due to a resignation. This board plays a crucial role in shaping the community's growth and land use by reviewing zoning applications, conditional use permits, variances, and making recommendations on rezoning and text amendments to the zoning ordinance.

Minutes of the City Commission's June 11, 2025 Meeting

The Planning Commission is composed of nine members who serve staggered three-year terms and are appointed by the City Commission. The appointed member will also serve concurrently on the Board of Zoning Appeals, which is empowered to hear and decide appeals or requests for variances from the requirements of the zoning code.

The dual-role structure ensures consistency and efficiency in land use decision-making. Members are expected to review agenda materials, participate in monthly meetings, and apply sound planning principles when making recommendations or decisions.

One application from a resident who resides within the City limits was received by the June 6, 2025 deadline. The appointed individual will fill the remainder of the vacant term, which expires on January 1, 2028, and may be eligible for reappointment.

Motion:

On the motion of Scott Smith, seconded by Tim Emert, the Commission appointed Anita Chappuie to the Planning Commission/Board of Zoning Appeals due to a vacancy, and such term will expire on January 1, 2028.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

B. Opening on the Recreation Commission -- Must Reside In the City limits

The City of Independence currently has an open seat on the Recreation Commission due to an upcoming term expiration on July 1, 2025. The Recreation Commission plays a vital role in advising and supporting the development and operation of recreational programs and facilities within the community.

The Recreation Commission consists of five members who serve staggered four-year terms and work in collaboration with the City and the school district to ensure a wide range of quality recreational opportunities are available to citizens of all ages. Members are expected to attend regular meetings, participate in planning initiatives, and provide input on programming, budgeting, and long-term goals for the Recreation Center and related services.

Five (5) applications were received by the deadline of noon, June 6, 2025. The appointee must reside within the City limits.

Motion:

Minutes of the City Commission's June 11, 2025 Meeting

On the motion of Scott Smith, seconded by Dean Hayse, the Commission appointed Tanner McClure to the Recreation Commission for a first term beginning on July 1, 2025, and ending on July 1, 2029.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- C. Reappointment and Opening on the Independence Library District Board of Trustees -- Must Reside In City Limits -- Applications Due by July 1, 2025

There are two terms expired on the Independence Library District Board of Trustees. One position filled by Tom Sewell has served two full terms. Therefore, the City will seek applications for this position. The other position filled by Carolyn Torrance had previously filled an unexpired term and is eligible for reappointment.

INDEPENDENCE LIBRARY DISTRICT BOARD OF TRUSTEES			
4 year terms -- 7 members			
Members	Term	Expires	Appointed
Tom Sewell	2nd term*	May 1, 2025	11/22/2016
Treasurer			6/8/2017
Michelle Avery	2nd term	May 1, 2026	4/26/2018
President			
Carolyn Torrance	Unexpired	May 1, 2025	Appointed 11/10/2022
			Replaced Bill Kelly
Andy Taylor	Unexpired	May 1, 2026	4/27/2023
Ronald Schwatken	1st term	May 1, 2025	7/13/2020
Secretary	USD 446 Rep		
Vacant	Unexpired	May 1, 2023	
	Elk City Rep		
England Porter	Unexpired	May 1, 2025	
	USD 446 Rep		
* Previously served unexpired term			
Meeting Place: Centennial Room, Library			
Meeting Date: Third Wednesday			
Meeting time: 4:15 p.m.			

City staff is currently accepting applications from interested individuals who wish to serve on the Independence Library District Board of Trustees. The deadline to apply is July 1, 2025, and the appointee must reside within the City limits. For more information or to apply: [Click Here](#)

Motion:

On the motion of Scott Smith, seconded by Dean Hayse, the Commission reappointed Carolyn Torrance to a first full term on the Independence Library District Board of Trustees expiring on May 1, 2029.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- D. Reappointments and Opening on the Park Board -- Can live inside or outside the City -- Applications due by July 1, 2025

Minutes of the City Commission's June 11, 2025 Meeting

Three terms on the Park Board will expire on July 1, 2025. Two are eligible for reappointment: Steve McBride and Edward Epp.

PARK BOARD (3 year terms – 9 members)			
Members	Term	Expires	Appointed/Reappointed
Angie Musgrove	1st term	July 1, 2027	7/25/2024
David Fritzmeier	1st term	July 1, 2027	7/25/2024
Matt Housel (Outside City)	1st term	July 1, 2027	7/25/2024
Steve McBride	1st term*	July 1, 2025	12/9/2021
Edward Epp	1st term	July 1, 2025	6/23/2022
Jim Hogan (Outside City)	2nd term*	July 1, 2025	6/8/2017
Leslie Coder	1st term	July 1, 2026	8/10/2023
Breanne Sanford	1st term	July 1, 2026	8/10/2023
Barb Beurskens (Outside City)	Unexpired	July 1, 2026	7/25/2024
	FORPAZ	Ex-officio	
	City Rec	Ex-officio	
* Previously served unexpired term			
Meeting Place: Tennis Club House			
Meeting Date: First Monday			
Meeting Time: 5:30 p.m.			

Applications are being received until July 1, 2025 for Jim Hogan's position, who has served two full terms. The Park Board meets on the first Monday of the month at 5:30 PM. To learn more about the Park Board, visit this link: [Park Board](#) To apply: [Click Here](#)

Motion:

On the motion of Scott Smith, seconded by Tim Emert, the Commission reappointed Steve McBride and Edward Epp to 2nd terms on the Park Board expiring on July 1, 2028.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- E. Reappointments and Openings on the Tree Board -- Applications Due by July 1, 2025

Five terms have expired on the Tree Board. Two are eligible for reappointment: Amy Hilyard and Leslie Woods

Three terms have served two full terms or more: Michelle Avery, Leslie Fox, and England Porter

Applications will be received through July 1, 2025. For more information or to apply, [click here](#).

Minutes of the City Commission's June 11, 2025 Meeting

TREE BOARD (2 year terms for appointments before 2/8/2024 then 4 year terms – 7 members)			
Members	Term	Expires	Appointed/Eligible
Twila Hawthorne	4th term	6/1/2028	1/24/2019 Reappointed 05/23/2024
Anita Chappuie	1st term	6/1/2028	8/8/2024
Michelle Avery	5th term	6/1/2025	6/8/2017
Amy Hilyard	1st term*	6/1/2025	Appointed 10/13/2022
Leslie Fox	5th term	6/1/2025	6/8/2017
England Porter	3rd term	1/1/2025	3/28/2019
Leslie Woods	1st term	1/1/2025	3/9/2023 Replaced William MacRae
Meeting Place: Veterans Room, Memorial Hall Meeting Date: By appointment Meeting Time: By appointment			

Motion:

On the motion of Scott Smith, seconded by Dean Hayse, the Commission reappointed Amy Hilyard and Leslie Woods to second terms on the tree board, with Amy's term expiring on June 1, 2029, and Leslie's term ending on January 1, 2029.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

F. Reappointment and Opening on the Landbank -- Applications due by July 1, 2025

Two terms have expired on the Landbank: Jeri Hammerschmidt and Lisa Richard

Jeri is eligible for reappointment, while Lisa has served two full terms.

LANDBANK (3 year terms – 7 members)			
Members	Term	Expires	Appointed
Jeri Hammerschmidt	1st*	June 1, 2025	Appointed 2/24/2022
Lisa Richard	2nd	June 1, 2025	Appointed 5/13/2021
Shelley Hudson	2nd	June 1, 2026	Two Years Appointed 5/13/2021
Mary Jo Wallis	2nd	June 1, 2026	Two Years Appointed 5/13/2021
Lori Wesselowski	2nd	June 1, 2027	Three Years Appointed 5/13/2021
John Heckman	2nd	June 1, 2027	Three Years Appointed 5/13/2021
Gary Hogsett	2nd	June 1, 2027	Three Years Appointed 5/13/2021
Meeting Information: 1st Thursday at Noon at City Hall			

Applications will be received through July 1, 2025 for this opening. For more information or to apply, [click here](#).

Motion:

On the motion of Scott Smith, seconded by Tim Emert, the Commission reappointed Jeri Hammerschmidt to a second term on the Landbank expiring on June 1, 2028.

Minutes of the City Commission's June 11, 2025 Meeting

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

G. Farmers and Makers Market Reappointments

Three terms have expired on the Farmers and Makers Market. All three are eligible for reappointment and have agreed to be reappointed:

FARMERS AND MAKERS MARKET (4 year terms – 3 members)			
Members	Term	Expires	Wishes to be Reappointed
April Nutt (City)	1st	6/1/2025	Yes
Lisa Wilson (Chamber)	1st	6/1/2025	Yes
Tabatha Snodgrass (Main St.)	1st	6/1/2025	Yes
Meeting Information: TBD			

Motion:

On the motion of Scott Smith, seconded by Dean Hayse, the Commission reappointed April Nutt, Lisa Wilson, and Tabatha Snodgrass to the Farmers and Makers Market board for a second term ending on June 1, 2029.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

III. CONSENT AGENDA

Motion:

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

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

A. Consider approving minutes of the April 24th, May 8th, and May 22nd, 2025 meetings.

Suggested Motion:

I move to approve the minutes of the April 24th, May 8th, and May 22nd, 2025 Commission meetings.

Minutes of the City Commission's June 11, 2025 Meeting

- B. Consider approving change orders from Crossland Construction for the Central Park Sports Complex Phase 2 contract.

PCO-03 relates to the costs incurred to trench and install 2" galvanized conduit for new underground electricity to the Concessions building and PCO-04 creates a master key system for the complex.

Suggested Motion:

I move to approve PCO-03 and PCO-04.

- C. Consider approving an administration agreement with SEKPRC for grant administration services surrounding CDBG Grant.

City staff have been working with the Southeast Kansas Regional Planning Commission (SEKRPC) to apply for a Community Development Block Grant, which would fund a significant portion of the playground renovation at Riverside Park. The City Commission approved the grant application during its May 8 meeting.

An administrative agreement has been proposed, under which the SEKPRC would provide grant administration services and assist city staff in meeting all project requirements and documentation needs. This contract would only take effect if the City is awarded the grant funds. If the grant is not awarded, the agreement becomes null and void.

Suggested Motion:

I move to approve the administration agreement with SEKPRC for grant administration of the CDBG Grant.

- D. Consider a request from the First Baptist Church for the closure of the 100 block of East Magnolia Street between Penn Avenue and 6th Street on July 4th between 6 PM and 10 PM.

Zara Davy, Pastoral Assistant for First Baptist Church, has submitted a request to the City to close the 100 block of East Magnolia Street on July 4, 2025. The church plans to host its annual Fourth of July Picnic during this time.

A residence at 301 S. 6th Street has a driveway on Magnolia. City staff has contacted the property owner regarding the proposed closure.

Minutes of the City Commission's June 11, 2025 Meeting

Barricades will be placed at the intersections of Penn and Magnolia and 6th and Magnolia. First Baptist Church will be responsible for setting up and removing the barricades before and after the event.

Suggested Motion:

I move to close Magnolia between Penn Ave and Sixth Street on July 4th between 6 PM and 10 PM.

- E. Consider approving a Downtown Independence Building Grant for 103 & 105 W. Main Street submitted by Anthony Vowell.

Anthony Vowell has applied for the Downtown Independence Building Grant for a roof replacement for 103-105 W. Main Street. The anticipated budget for the project is \$40,250.00.

Suggested Motion:

I move to approve a Downtown Independence Building Grant in the amount of \$10,062.50 for Anthony Vowell, for the property located at 103-105 W. Main Street. I further move to authorize staff to approve additional funding, if necessary, to cover increased roof replacement costs identified during the course of the project, provided the total grant amount does not exceed 25% of the total project cost and is capped at a maximum of \$25,000.

- F. Consider issuing bid documents for the 2025 Mill and Overlay Project.

Annually, the City plans to mill and overlay a portion of the streets to maintain adequate driving surfaces. The primary focus is on major streets that receive significant amounts of traffic, and Maple Street from 10th to 17th is an area that receives significant traffic but has pavement failure evident in multiple locations. Also included in the bid quantities are enough milling and paving to rehab that segment of Pine Street from 10th to 11th.

Suggested Motion:

I move to approve issuance of bid documents for the 2025 Mill and Overlay Project.

IV. PUBLIC HEARING

- A. Public hearing for the purpose of determining whether a portion of North 5th Street north of Sycamore Street should be vacated.

Matthew Debo, resident of 220 E. Sycamore Street, has submitted a request to the City Commission to vacate the segment of North 5th Street that lies adjacent to his residence. The concern raised by Mr. Debo and nearby neighbors pertains to increased foot traffic in the area, with individuals reportedly parking along this section of the street and walking behind homes along the existing tree line. This has resulted in privacy and security concerns among the adjoining property owners.

City staff conducted a review of the site and confirmed that the subject segment of North 5th Street currently contains active utility infrastructure and provides essential access for utility maintenance and service. Therefore, complete abandonment of this right-of-way is not feasible. However, City staff supports the proposal to vacate the public street designation and instead convert the area into a dedicated utility easement.

To address the concerns of both utility access and unauthorized public use, the City recommends blocking vehicular access at the intersection of North 5th Street and Sycamore Street. This measure would eliminate through traffic and deter parking along the vacated area while preserving the necessary access for utility operations.

It should be noted that if adjoining property owners wish to utilize the easement for private vehicular access to their properties, they must do so in compliance with applicable City codes. Specifically, the easement must be improved with a hard surface capable of supporting vehicular traffic. The City recognizes that there are multiple hard-surfacing options available, including cost-effective alternatives, and encourages property owners to consult with the Zoning and Building Department for approved materials and construction standards.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted an ordinance vacating a portion of North 5th Street north of Sycamore Street while maintaining a utility easement.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

V. ITEMS FOR COMMISSION ACTION

- A. Consider a resolution authorizing and providing for improvements included in the multi-year Capital Improvement Plan for the City of Independence, Kansas; and providing for the payment of the costs thereof; and consider a resolution

Minutes of the City Commission's June 11, 2025 Meeting

authorizing the offering for sale of general obligation bonds, Series 2025-B, of the City of Independence, Kansas.

The 2018 Community-Based Strategic Plan identified public infrastructure as a top priority for the City. Specifically, Strategic Directive 2 – Infrastructure includes the key initiative to “make decision on City Hall and Public Safety facilities to address the long-term facilities needs of the City”.

Significant progress has since been made:

- **Fire/EMS: The expanded apparatus bay and new station was completed in February of 2023.**
- **City Hall: The renovated 1916 City Hall reopened in September of 2023.**

Following the 2021 strategic planning session, a framework was established to define the scope, assess needs, determine a location, and engage an architect to begin the process of design for a new Public Works facility. This initiative would replace existing aging facilities, allow the centralization of labor, increase efficiencies, decrease duplication of tools and equipment, and positively impact employee morale, recruitment, and retention.

In June of 2022 the architect’s preliminary design estimated total construction project costs from \$4.3 million to \$4.7 million. Subsequently, this project was entered into the City’s five-year capital improvement plan at a reduced estimate of \$2.5 million with the intention of looking at cost savings and inputs of the estimates.

Since then, the City Engineer has been actively seeking cost-effective alternative solutions and has recommended the next step of authorizing the sale of bonds, which will provide \$2 million for this capital improvement project. The bonds would be amortized by enterprise funds (not tax dollars).

If the bond authorization is approved, the City Engineer will begin preparing any necessary next steps to advance the project, which will be presented for future Commission consideration.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission adopted Resolution No. 2025-024 authorizing and providing for improvements included in the multi-year Capital Improvement Plan for the City of Independence, Kansas, and providing for the payment of the costs thereof.

Minutes of the City Commission's June 11, 2025 Meeting

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

Motion:

On the motion of Dean Hayse, seconded by Tim Emert the Commission adopted Resolution No. 2025-025 authorizing the offering for sale of general obligation bonds, Series 2025-B, of the City of Independence, Kansas.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- B. Consider adopting a resolution establishing a policy for submitting proclamation requests.

The City periodically receives requests to issue proclamations recognizing various events, individuals, organizations, or causes. These proclamations serve a ceremonial function and offer a meaningful way for the City to express support or acknowledge achievements.

However, without a formal policy, there has been inconsistency in how requests are evaluated, the format in which they are received, and the timing of their presentation. The proposed resolution outlines detailed submission requirements, limitations, restrictions, and an administrative review process to ensure that proclamation requests:

- Are submitted in a timely and complete manner,**
- Reflect values and interests consistent with those of the City,**
- Do not promote political, ideological, or discriminatory content, and**
- Are reasonably limited in frequency and scope to maintain their ceremonial value.**

Specific provisions include minimum lead times for drafting or formatting support, requirements for the requestor's attendance at the meeting, and clear exclusions for content not appropriate for City endorsement.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted a resolution establishing a policy for submitting proclamation requests.

Minutes of the City Commission's June 11, 2025 Meeting

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- C. Consider adopting an ordinance establishing a temporary moratorium on the collection of Systems Development Charges for all housing units in the City of Independence, Kansas, through December 31, 2026.

The Systems Development Charge (SDC), codified in Chapter 106, Article V of the Independence Code of Ordinances, is a one-time fee assessed at the time a customer requests a water meter installation. It is intended to help defray future expenses related to water system expansion and maintenance.

Over the past several years, the City Commission has identified housing initiatives as a primary goal for 2024 and 2025, recognizing the critical need for both workforce and market-rate housing options in the community. While the SDC serves an important financial role, it may also represent a barrier to residential development—particularly for small-scale developers and first-time builders.

By enacting a temporary moratorium on this charge for new housing units, the City aims to create a more favorable environment for residential development and incentivize construction without permanently forgoing the SDC program.

This ordinance does not affect other water or sewer connection fees or inspection-related costs, which will continue to be assessed as outlined in the City's Fee Schedule.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission adopted an ordinance establishing a temporary moratorium on the collection of Systems Development Charges for all housing units in the City of Independence, Kansas, through December 31, 2026.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- D. Consider acceptance of the Build Kansas grant.

As a part of the capital plan for maintaining the airport, H.W. Lochner, Inc. (Lochner) has prepared the next planned project at the airport. This project was awarded last year. The FAA covers 90% of the cost of the project.

Minutes of the City Commission's June 11, 2025 Meeting

On our behalf, Lochner applied for matching funds for a portion of the work as a part of the Build Kansas grant program. This grant was awarded to the City, and will pay \$37,248 of the costs associated with the project at the airport.

Motion:

On the motion of Scott Smith, seconded by Tim Emert, the Commission authorized acceptance of the Build Kansas grant in the amount of \$37,248.00 and for the execution of any necessary documents associated with the grant.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

VI. REPORTS

A. City Board Minutes

1. May 12, 2025, Independence Historic Preservation Resource Commission Minutes.

2. April 8, 2025, Planning and Zoning Commission/Board of Zoning Appeals Minutes.

B. Appropriations

VII. CITY MANAGER'S COMMENTS

City Manager Passauer presented a list of upcoming Commission meetings.

VIII. COMMISSIONERS' COMMENTS

Commissioner Emert gave a glowing review of the Mid-Continent band and invited everyone to attend their future concerts in the park.

IX. PUBLIC CONCERNS

None.

Minutes of the City Commission's June 11, 2025 Meeting

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 Scott Smith, 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, KSA 75-4319(b)(2). The open meeting will resume at 6:05 p.m. in the Commission Room of City Hall.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

The open meeting resumed at 6:05 p.m. with no action taken.

XI. ADJOURNMENT

Motion:

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

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

W. Scott Smith, Mayor

Dean A. Hayse, Commissioner

Tim Emert, Commissioner

Minutes of the City Commission's June 11, 2025 Meeting

Attest:

City Clerk/Treasurer

Minutes of the City Commission's June 18, 2025 Meeting

I. SPECIAL SESSION

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

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

Visitors Present:

A. Call to Order

Mayor Smith called the meeting to order.

II. ITEMS FOR DISCUSSION

A. Budget Worksession

The Finance Director Lies discussed the timeline and expectations for the 2026 budget.

III. ADJOURNMENT

Motion:

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

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

Minutes of the City Commission's June 18, 2025 Meeting

W. Scott Smith, Mayor

Dean A. Hayse, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 26, 2025

Department Park, Zoo & Cemetery

Director Approval Scott Patton

AGENDA ITEM Consider request for use of barricades to block traffic to park oval for Indy Goes Back to School event.

SUMMARY RECOMMENDATION I recommend authorization of request for barricades to block traffic to park oval during the Indy Goes Back to School event.

BACKGROUND Indy Goes Back to School is an event that is designed to instill excitement in parents and students about the start of the school year. It is a well attended event. USD 446 also utilizes this event to make connections between parents and community organizations that support families and children. The event utilizes the entire Riverside Oval including the carousel, all covered and uncovered picnic tables/areas, Hille Bandshell, Interurban Shelter, and the School House. The event is Thursday August 7, 2025 from 4:30 PM to 8:00 PM. Traffic to the oval will be restricted from 4:00 p.m. to 7:30 p.m.

FINANCIAL INFORMATION No Financial Impact

SUGGESTED MOTION I move to approve the request to authorize the use of barricades to restrict traffic to the park oval on August 7, 2025 from 4:30 PM to 8:00 PM for the USD 446 Indy Goes Back to School event.

SUPPORTING DOCUMENTS

1. IGBTS_002840
2. Indy Goes Back to School Barricade Map

City of Independence
Park Activity Application

Event Date: Friday August 7, 2025 Time: Start: 4:30 Ending: 8:00 PM

Size of Group: 500-700

Type of Event: Concert: _____ Display: _____ Exhibit: _____ Other: X

refunded charges on 5/27

Individual/Business/ Organization: USD 446 Independence Public Schools and USD 446 Education Foundation

Individual/Business Address: 517 N. 10th Street, Independence, KS 67301

Non-Profit Organization X Yes _____ No _____ If yes - provide documentation.

If this activity is for profit and/or limiting or restricting free public access to the event, then said individual, business and/or organization will be required to obtain a "Park Event Permit" Contact the City Clerk Office at City Hall 811 W. Laurel Street, Independence, KS 67301 620-332-2500 for the proper form.

If not for profit complete the following:

Contact Person: Kellie Puderbaugh Phone Number: 620-332-1800

Are you renting a building? Interurban Shelter and Band Shell

Please describe your event: Indy Goes Back to School is an event that is designed to instill excitement in parents and students about the start of the school year. It is well attended. We also utilize this event it to make connections between parents and community organizations that support families and children.

Area of the park you are planning on using: Oval, including picnic tables, interurban house, band shell, carousel, little school house

Services Needed: Barricades X Yes ~~_____~~ No _____ If yes, provide a map for placement.
Barricades must be manned during the event. During breaks of event participates those that are renting facilities must be given access. Barricades must be removed 15 minutes past the end of the event.

Street Closing Needed: X Yes ~~_____~~ No _____ If yes, provide a map for location.

Time of street closing: From: 4:00PM To: 7:30PM

We will utilize our school buses to block traffic into the oval on each side.

Electricity X Yes _____ No _____ If so provide the location: Interurban Shelter

Trash Containers Needed: _____

Special Arrangements: _____

Police, EMS or Fire Department Needed: ____ Yes ☒ No If yes, please provide

details. _____

Other City Equipment Requested: _____

Attachments:

1. A site plan of the event indicating the area being requested and how it will be secured.
2. Proof of general liability insurance against damage caused by the applicant, agents, employees, guests and participants in the event in the amount of not less than \$500,000 single limit per occurrence for bodily injury, personal injury and property damage from a company licensed to do business in the State of Kansas and naming the City and its officers and employees as an additional insured.



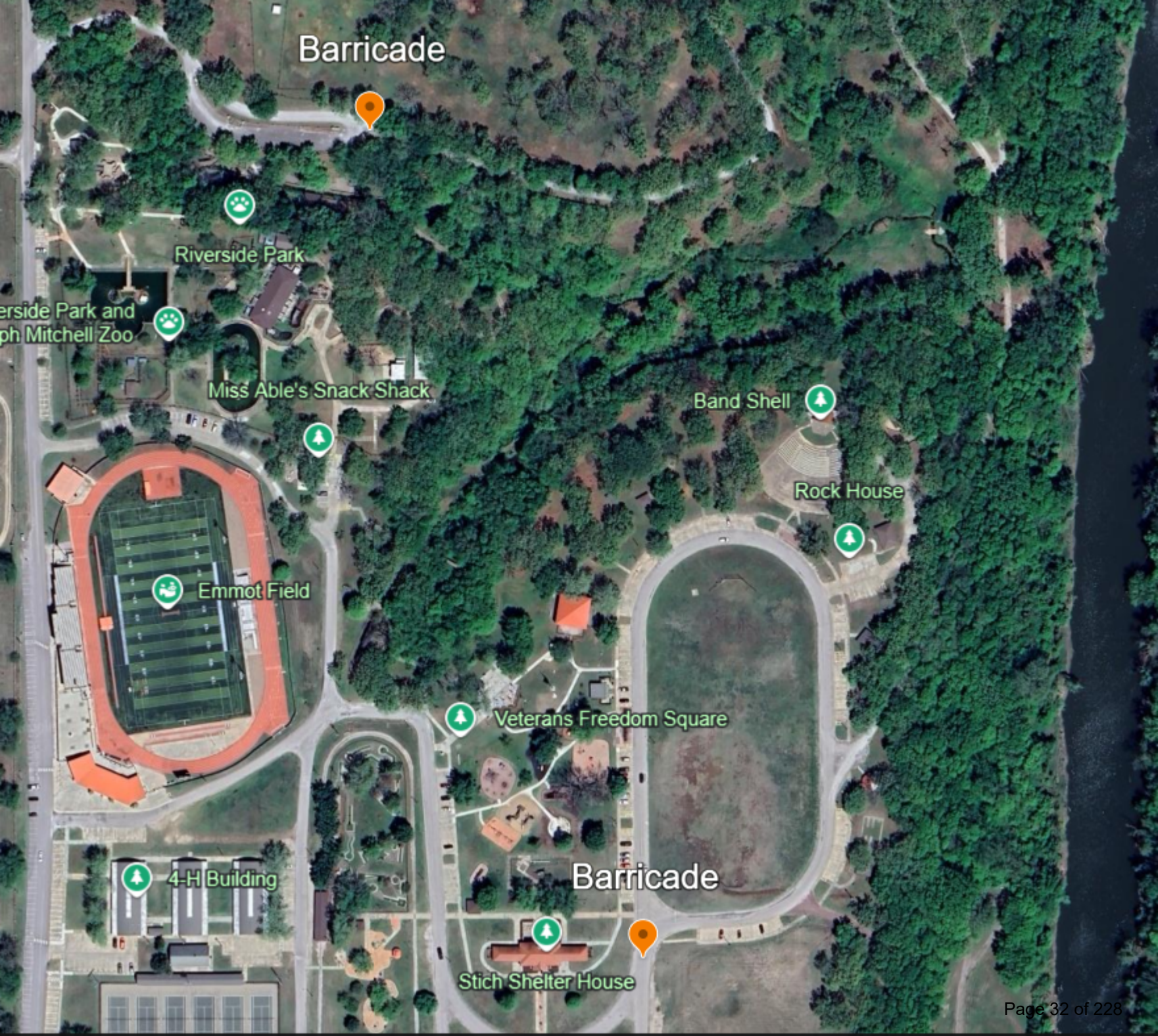
Signature of Renter: _____

Date: 5/22/2025

Approved by: _____ Date: _____

Barricade

Barricade



Barricade

Riverside Park

Riverside Park and
Joseph Mitchell Zoo

Miss Able's Snack Shack

Band Shell

Rock House

Emmot Field

Veterans Freedom Square

4-H Building

Barricade

Stich Shelter House



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 26, 2025

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider bidding the Laurel Street Water Tower Maintenance Project.

SUMMARY RECOMMENDATION Approve bidding

BACKGROUND The City's water towers require periodic maintenance, and the Laurel Street 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 and in 2023 at the North Tower. Bids would be received at 2:00 pm on July 31, 2025.

FINANCIAL INFORMATION No funds are required at this time for bidding.

SUGGESTED MOTION I move to allow bidding of the Laurel Street Water Tower maintenance project.

SUPPORTING DOCUMENTS

1. Independence KS Laurel Street Tower 2025a

Independence Kansas

REQUEST FOR PROPOSALS

For

Laurel Street Water Tower

Renovations

City of Independence, KS

2pm, July 31, 2025.

2025



The City of Independence Kansas will receive proposals from qualified firms to contract for interior and exterior renovations and repairs for the city's Laurel St. Water Storage Tank.

All information outlined in the R.F.P., along with any other pertinent facts necessary for a proper evaluation of this proposal, should be submitted in duplicate, sealed, and mailed or delivered to **the City of Independence**, on the date and time designated.

The City of Independence reserve the right to waive formalities in any proposal, and to reject any or all proposals in whole or in part with or without cause and/or to accept the proposal that in its judgment will be in the best interest of **the City**.

Sealed proposals will be received by **the City of Independence** until 2 PM on Thursday, July 31 at which time said proposals will be recorded and turned over to **the City** for careful evaluation.

All information regarding opening date, description of the proposal must be listed on the outside of the envelope.

Contact Kevin Henry to make appointment for inspection of the tank. **(620) 332-2515**

**All submittals shall be mailed to:*

John Garriss

City of Independence, KS

120 N. 6th

Independence, KS 67301

Proposals are being received for the furnishing of services as follows:

GENERAL INFORMATION

PURPOSE

The City of Independence, KS is soliciting proposals from qualified firms for proposals which includes rehabilitation and repair of the City's 750,000 Gallon Laurel Street Water Tower. It is the intent of the R.F.P. to determine the most qualified firm to which **the City** could contract these services.

SCOPE

It is the intent of **the City of Independence** to solicit a proposal from a professional firm that will provide interior and exterior paint renovations and repairs. The proposal shall address all the information outlined herein. Additionally, each prospective firm may include such other information as they deem pertinent to the proper evaluation of their proposal. Written proposals only shall be submitted in duplicate.

It is the responsibility of each prospective firm interested in this proposal to inspect the tank prior to the submission of their proposal. All bidders are responsible for obtaining any information pertinent to the proper evaluation of the vessels. All work must comply with OSHA Confined Space Entry, Kansas Department of Health and Environment, A.W.W.A., and N.S.F. Regulations. Proposals will be considered and should be written to provide the contracted services.

ITEMS TO BE ADDRESSED IN PROPOSAL

The details of this proposal shall include information on all of the following items. Additionally, each prospective firm may submit such other information as deemed appropriate for the proper evaluation of the proposals.

- A. Proposal shall include an informative narrative report introducing your firm. Additionally, qualifications of all full-time employees dedicated to technical services (N.A.C.E. certificated employees) are mandatory.
- B. Proposal shall include the details of appropriate work and renovation plan for the tank. This shall include a 3-year guarantee from the contractor for any defects caused by faulty design, workmanship or materials.
- C. A detailed proposal shall adhere to the specifications given in this Request for Proposal. All surface preparation and coatings specified should be strictly ***adhered*** to; there will be no variance. These specifications are identified in this Request for Proposal as tank renovation specifications. In addition, all rules and regulations of KDHE will be strictly adhered to. All permits, approvals, etc., required by the **State of Kansas** will be the responsibility of the successful firm.
- D. Each proposer shall submit a detailed insurance certificate. This insurance certificate should detail all levels of insurance that may be required by **the City of Independence** to accept a contractual obligation which shall be at a minimum provided by an insurance company which carries an AM Best rating of A- or better. In addition, all firms shall provide a detailed certificate which they carry General Liability insurance of no less than \$1,000,000. A sample copy of this insurance certificate **must be** attached to the last page of this response. **The City of Independence** must be named as additional insured on certificate to be provided prior to start of work.

- E. Each proposal should include a detailed contract document for review to be included in this R.F.P. response. Within the contract document shall be a specific cancellation clause, which indicates procedures that **the City** may take for cancellation of the contract.
- F. Any permits, approvals, etc. required by the State of Kansas to accomplish all current and future work shall be the responsibility of the successful proposer.
- G. Each bidder shall submit a formal **Safety Program** stating company policy on all safety procedures. Document procedures to include workers protection, confined space, and general safety procedures.
- H. 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.
- I. 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.
- J. Outlined below is the schedule that details the initial schedule of work.

Independence, KS Laurel St. Tank
SCHEDULE OF WORK TO BE ACCOMPLISHED

1. Grout: The tank leg and riser foundations shall be repaired using non-shrink grout. Leg and riser bases shall be coated with primer and topcoat as outlined in the coating specification.
2. Roof Vent: A roof vent will be installed at the center of the tank roof. The vent shall be 12" in size and be double screened to provide insect and frost proof characteristics.
3. Interior Coating System: Full near-white blast with zinc/epoxy/epoxy coating of the tank interior. See attached coating specification for requirements.
4. Exterior Coating System: Overcoating of tank exterior including tank lettering. See attached coating specification for requirements.
5. Disinfection: Contractor shall disinfect tank in according to AWWA C652-92.
6. Locks: Contractor shall provide and install brass locks on all roof hatches and climbing prevention devices to prevent unauthorized access. Keys shall be provided to Owner.
7. Bid Option: Contractor shall provide alternate pricing for the installation of a single logo of the same type and size that is currently on the tank in similar colors.

Warranty Inspection

1. Warranty Water Tower Clean-Out and Inspection: Contractor shall provide the following:
 - a. Interior bowl and lower walls of the tank shall be cleaned using a pressure washer to remove all mud, silt and foreign sediment.
 - b. The tank will be inspected in accordance with industry guidelines for water tank inspections to assess the structural, sanitary, coatings, and safety conditions.
 - c. After all work is completed, the tank will be disinfected according to AWWA C652-92.
 - d. The tank will be scaled and made ready for service.
 - e. A written report, including color photographs, will be submitted detailing the condition of the tank.
 - f. A representative of the company shall be available upon request to discuss report findings.
 - g. Any deficiencies shall be reported to owner and repaired.

INSURANCE REQUIREMENTS

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Firm under the terms of the Contract. The Firm shall procure and maintain at their own expense any additional kinds and amounts of insurance that, in their own judgment, may be necessary for their proper protection in the prosecution of the work. The Firm shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the City of Independence.

If a part of this Contract is sublet, the Firm shall require each sub-firm to carry insurance of the same kinds and in like amounts as carried by the prime Firm.

Certificates of insurance shall state that thirty (30) days written notice will be given to City Officials before the policy is canceled or non-renewed. No Firm or sub-firm will be allowed to start any work on this contract until certificates of all insurance required herein are filed and approved by City Officials. The certificates shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. In addition, the certificates shall name the City of Independence as additional insured. The Firm shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds of insurance.

A. Workman's Compensation and Employer's Liability Insurance

This insurance shall protect the Firm against all claims under applicable State Workmen's Compensation Laws. The liability limits shall not be less than the required Statutory Limits for Workmen's Compensation and Employer's Liability in the amount of \$1,000,000 Each Accident, \$1,000,000 Disease-Each Employee, \$1,000,000 Disease-Policy Limit.

B. Comprehensive General Liability Insurance

This insurance shall cover all operations in connection with the performance of this Contract in amounts not less than the following: Coverage in the amount of \$1,000,000 for each occurrence and \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate for claims by third parties for bodily injury, property damage or personal injury. Coverage shall be provided on an occurrence form, not claims made. No exclusions or limitations related to height of work will be allowed.

C. Automotive Liability

The Firm shall maintain automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury or property damage liability to protect him from any and all claims arising from the use of the following:

- (1) Firm's own automobile and trucks.
- (2) Hired/leased or rented automobiles and trucks.

The aforementioned is to cover use of automobiles and trucks on and off the site of the project.

D. Owner's Protective Liability Policy

The Firm shall maintain Owner's Protective Liability Insurance with the City of Independence, and their servants, agents, and employees as insured in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

E. Builder's Risk Insurance

Until the project is completed and is accepted by the Owner, the Firm is required to maintain Builder's Risk Insurance adequate to fully cover the insurable portion of the project for the benefit of the Owner, the prime Firm, and sub-firms as their interest may appear.

F. Umbrella Liability

Umbrella or Excess Liability policy in amounts of at least \$5,000,000 shall be provided.

NOTICE:

The tank's renovation specifications, repairs, clean-outs and inspections outlined above must be strictly adhered to. The Contractor shall not be allowed to deviate from these specifications. This includes surface preparation, coating selection, coating application, tank repairs and scheduled clean-out and inspection.

BASE BID:

Lump Sum Price for Work as Outlined in Schedule of Work: \$_____ (numeric)

\$_____ (written)

Lump Sum Price for Optional Painting of Logo: \$_____ (numeric)

\$_____ (written)

AFFIDAVIT

I, _____, being an authorized representative of the firm
of _____, located in the City of
_____, State _____, Zip Code _____, and Phone
_____, have read and understood the contents of the formal proposal and
hereby submit our proposal accordingly as of this date _____.

Signature of Authorized Representative

Printed Name

Attest

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ 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 _____, 2025.

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 Laurel Street Water Tower Renovations

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.

_____ (L.S.)

Principal

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. NOTICE OF AWARD 0050

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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 IDEPENDENCE, KANSAS
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 _____, 2025, a copy of which is
hereto attached and made a part hereof for the construction of:

Laurel Street Water Tower Renovations

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 four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2025.

ATTEST:

By _____(s)
(Seal) (Principle)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

(SEAL) _____(Surety) Secretary

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

(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

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

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 DOLLARS (\$) 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 Laurel Street Water Tower Renovations
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 _____, 2025.

Surety

Principal

By

By

Title

Title

COATING SPECIFICATIONS

SECTION 09 96 00 – HIGH-PERFORMANCE COATINGS FOR WATER STORAGE TANKS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. This Section includes field surface preparation and painting related to the rehabilitation of the Independence Kansas 750,000 Gallon Laurel St. Tower.
 - 1. Surface preparation and field applications of primers and finishes are specified in this Section.

1.2 REFERENCES

- A. This Section contains references to the governing standards and documents listed below. They are a part of this Section as specified and modified; the current version shall apply unless otherwise noted. In case of conflict between the requirements of this section and those of the listed documents, the more stringent of the requirements shall prevail.
 - 1. American Water Works Association
 - a. ANSI/AWWA D102-14 Coating Steel Water Storage Tanks
 - 2. NSF International
 - a. NSF/ANSI Standard 61 Drinking Water System Components.
 - 3. SSPC: The Society for Protective Coatings
 - a. SSPC 10/NACE No. 5 Near White Metal Blast Cleaning joint standard.
 - 4. NACE International
 - a. NACE SP0188 – Standard Practice for Discontinuity (Holiday) Testing of Protective Linings

1.3 SUMMARY

- A. This Section includes surface preparation and application of high-performance coating systems on the following substrates:
 - 1. Exterior Substrates:
 - a. Steel.

COATING SPECIFICATIONS

2. Interior Substrates:
 - a. Steel, immersion.

1.4 SUBMITTALS

- A. Submit under provisions of Division 1.
- B. Manufacturer's data sheets on each product to be used, including:
 1. Preparation instructions and recommendations.
 2. Storage and handling requirements and recommendations.
 3. Installation methods.
 4. Operation and maintenance data.
 5. Provide material analysis, including vehicle type and percentage by weight and by volume of vehicle, resin and pigment.
 6. Manufacturer's certified test reports showing the substitute product(s) performance as outlined in Paragraph 2.15 shall be submitted.
 7. Submit manufacturer's Material Safety Data Sheets (MSDS) and other safety requirements.
- C. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

- A. Pre-application Meeting: Convene a pre-application meeting before start of application of coating systems. Require attendance of parties directly affecting work of this section, including Contractor, Engineer, applicator, and manufacturer's representative. Review the following:
 1. Environmental requirements.
 2. Protection of surfaces not scheduled to be coated.
 3. Surface preparation.
 4. Application methods.
 5. Repair.
 6. Field quality control.
 7. Cleaning.
 8. Protection of coating systems.
 9. One-year inspection.
 10. Coordination with other work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying:
 1. Coating or material name.
 2. Manufacturer.
 3. Color name and number.

COATING SPECIFICATIONS

4. Batch or lot number.
 5. Date of manufacture.
 6. Mixing and thinning instructions.
- B. Storage:
1. Store materials in a clean dry area and within temperature range in accordance with manufacturer's instructions.
 2. Keep containers sealed until ready for use.
 3. Do not use materials beyond manufacturer's shelf life limits.
- C. Handling: Protect materials during handling and application to prevent damage or contamination.
- D. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Weather:
1. Air and Surface Temperatures: Prepare surfaces and apply and cure coatings within air and surface temperature range in accordance with manufacturer's instructions.
 2. Surface Temperature: Minimum of 5 degrees F (3 degrees C) above dew point.
 3. Relative Humidity: Prepare surfaces and apply and cure coatings within relative humidity range in accordance with manufacturer's instructions.
 4. Precipitation: Do not prepare surfaces or apply coatings in rain, snow, fog, or mist.
 5. Wind: Do not spray coatings if wind velocity is above manufacturer's recommended limit.
- C. Ventilation: Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with manufacturer's instructions.
- D. Dust and Contaminants:
1. Schedule coating work to avoid excessive dust and airborne contaminants.
 2. Protect work areas from excessive dust and airborne contaminants during coating application and curing.

PART 2 - PRODUCTS

2.1 HIGH PERFORMANCE COATINGS GENERAL

- A. Materials Compatibility:

COATING SPECIFICATIONS

1. Provide primers and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
2. Provide products of same manufacturer for each coat in a coating system.

2.2 MANUFACTURERS

- A. Products specified are manufactured by Tnemec Company Incorporated, 6800 Corporate Drive, Kansas City, Missouri 64120-1372. No substitutions allowed.

2.3 METAL PRIMERS, INTERIOR WET

- A. Urethane Primer, Zinc-Rich:

1. Tnemec Series 91-H₂O Hydro-Zinc
 - a. VOC content: 318 grams/liter
 - b. Volume solids: 63%
 - c. Zinc Pigment: 83% by weight in dried film
 - d. Special qualifications: Certified in accordance with ANSI/NSF Std. 61. Meets AWWA D102-11 Inside Systems Nos. 3 & 5 and Outside Systems Nos. 3, 4 and 6.

2.4 OVERCOAT PRIMER, EXTERIOR

1. Base: Tnemec Series 115 Uni-Bond DF
 - a. VOC content: 140 grams/liter
 - b. Volume solids: 44%
2. Alternate: Tnemec Series 118 Uni-Bond Mastic
 - a. VOC content: 31 grams/liter
 - b. Volume solids: 55%

2.5 HDP ACRYLIC POLYMER AND POLYURETHANE LETTERING, EXTERIOR

1. Body: Tnemec Series 1028 Enduratone
 - a. VOC Content: 94 grams/liter
 - b. Volume Solids: 40%
 - c. Finish Coat: Gloss

2.6 EPOXY COATING, INTERIOR WET

1. Stripe Coat: Tnemec Series 20 Pota-Pox
 - a. VOC content: 362 grams/liter

COATING SPECIFICATIONS

- a. Volume solids: 57%
- 2. Full Coat: Tnemec Series 141 Epoxoline
 - a. VOC content: 107 grams/liter
 - b. Volume solids: 82%

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Engineer of unsatisfactory preparation before proceeding.

3.2 PROTECTION OF SURFACES NOT SCHEDULED TO BE COATED

- A. Protect surrounding areas and surfaces not scheduled to be coated from damage during surface preparation and application of coatings.
- B. Immediately remove coatings that fall on surrounding areas and surfaces not scheduled to be coated.
 - 1. After completing coating application, reinstall equipment that was removed using workers skilled in the particular trade(s) involved.

3.3 SURFACE PREPARATION

- A. Prepare surfaces in accordance with manufacturer's instructions.
 - 1. Interior Wet: Prepare surface in accordance with SSPC SP 10 Near White Metal Blasting- The removal of all grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products and other foreign matter by compressed air nozzle blasting, centrifugal wheels or other specified method. Discoloration caused by certain stains shall be limited to no more than 5 percent of each unit area. Unit area is approximately 9 in² (6400 m²).
 - 2. Exterior Overcoat: High pressure water blast all areas with a minimum 3500 – 5000 lbs. psi at the tip at a rate of 3 – 5 gallons/minute, utilizing an orbital tip and TSP detergent additive to remove chalk, loose paint and other contaminants, followed by a clean water rinse.

Rusted or Bare Steel: Prepare surface in accordance with SSPC SP 3- Power Tool Cleaning- The removal of all loose mill scale, loose rust, loose paint and other loose detrimental foreign matter by the use of power-assisted hand tools. Power tool cleaning will not remove adherent mill scale, rust and paint. Mill scale, rust and paint are considered adherent if they cannot be removed by lifting with a dull putty knife.

COATING SPECIFICATIONS

3.4 APPLICATION

- A. Apply coatings in accordance with manufacturer's instructions.
 - 1. Mix and thin coatings, including multi-component materials, in accordance with manufacturer's instructions.
 - 2. Keep containers closed when not in use to avoid contamination.
 - 3. Do not use mixed coatings beyond pot life limits.
 - 4. Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer's instructions.
- B. Uniformly apply coatings at spreading rate required to achieve specified DFT.
- C. Apply coatings to be free of film characteristics or defects that would adversely affect performance or appearance of coating systems.
- D. Stripe paint with brush critical locations on steel such as welds, corners, and edges using specified primer.

3.5 Disinfection and Filling of Tank:

- A. Provide adequate ventilation for proper drying of paint on interior surfaces and which will remove solvent vapors.
- B. Following final application, tank shall not be disinfected or filled until coating system is fully cured.
- C. Refer to applicable product data sheet(s) for dry time/temperature requirements. Disinfection (if specified) shall be in compliance with AWWA C652, or as instructed by Engineer.
- D. Interface with Other Work:
 - 1. Allow a minimum of seven days curing time after application of final coat to tank interior before flushing, disinfecting or filling with water.

3.6 REPAIR

- A. Materials and Surfaces Not Scheduled to Be Coated: Repair or replace damaged materials and surfaces not scheduled to be coated.
- B. Damaged Coatings: Touch-up or repair damaged coatings. Touch-up of minor damage shall be acceptable where result is not visibly different from adjacent surfaces. Recoat entire surface where touch-up result is visibly different, either in sheen, texture, or color.
- C. Coating Defects: Repair in accordance with manufacturer's instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.

COATING SPECIFICATIONS

3.7 FIELD QUALITY CONTROL

A. Inspector's Services:

1. Verify coatings and other materials are as specified.
2. Verify surface preparation and application are as specified.
3. Verify DFT of each coat and total DFT of each coating system specified using wet film and dry film gauges.
4. Coating Defects: Check coatings for film characteristics or defects that would adversely affect performance or appearance of coating systems.
5. Report:
 - a. Submit written reports describing inspections made and actions taken to correct nonconforming work.
 - b. Report nonconforming work not corrected.
 - c. Submit copies of report to Engineer and Contractor.

B. Manufacturer's Technical Services: Coordinate with coating manufacturer's technical service department or independent sales representative for current technical data and instructions.

3.8 CLEANING AND PROTECTION

- A. Remove temporary coverings and protection of surrounding areas and surfaces.
- B. Protect surfaces of coating systems from damage during construction.
- C. Touch-up, or repair damaged products before Substantial Completion.

3.9 INSPECTION

- A. Owner will set date for inspection of coating systems.
- B. Inspection shall be attended by Owner, Contractor, and manufacturer's representative.
- C. Repair deficiencies in coating systems as determined by Owner in accordance with manufacturer's instructions.

3.10 EXTERIOR HIGH-PERFORMANCE COATING SCHEDULE

A. Tank Exterior

1. Hydrophobic Acrylic/ Acrylic Polymer:
 - a. Exterior Overcoat: High pressure water blast all areas with a minimum 3500 – 5000 lbs. psi at the tip at a rate of 3 – 5 gallons/minute, utilizing an orbital tip and TSP detergent additive to remove chalk, loose paint and other contaminants, followed by a clean water rinse.

COATING SPECIFICATIONS

Rusted or Bare Steel: Prepare surface in accordance with SSPC SP 3- Power Tool Cleaning- The removal of all loose mill scale, loose rust, loose paint and other loose detrimental foreign matter by the use of power-assisted hand tools. Power tool cleaning will not remove adherent mill scale, rust and paint. Mill scale, rust and paint are considered adherent if they cannot be removed by lifting with a dull putty knife.

- b. Spot Prime: Tnemec Series 115 Uni-Bond at 2.0-4.0 mils DFT.
- c. First Coat: Tnemec Series 1028 Endura-Tone at 2.0-4.0 mils DFT
- d. Logo/Lettering: Tnemec Series 73U Endura-Shield at 3.0-5.0 mils DFT

3.11 INTERIOR HIGH-PERFORMANCE COATING SCHEDULE

A. Tank Interior, Immersion Service:

1. Zinc/Epoxy System:

- a. Surface Preparation: SSPC-SP10/NACE No. 2
- b. First Coat: Tnemec Series 91-H20 Hydro-Zinc at 2.5–3.5 mils DFT
- c. Stripe Coat (brush and roll all welds/seams): Tnemec Series 20 Pota-Pox at 3.0-6.0 mils DFT
- d. Second Coat: Tnemec Series 141 at 10.0-16.0 mils DFT
- e. Caulk: All skip welds and gaps with NSF/ANSI Standard 61 Certified Caulking: Sika Flex 1A.

END OF SECTION 09 96 00



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 26, 2025

Department Airport

Director Approval John Garris

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

SUMMARY RECOMMENDATION Approve bidding.

BACKGROUND The City's plan for Spill Prevention, Control, and Countermeasures (SPCC) requires that we meet federal standards for containment at the airport fuel tanks. This project will bring the City into compliance with our internal SPCC plan and with federal standards. This work would be advertised on June 30, and opened on July 31 at 2pm.

FINANCIAL INFORMATION This is a budgeted project.

SUGGESTED MOTION I move to allow release of documents for bidding the construction of containment at the Independence Municipal Airport.

SUPPORTING DOCUMENTS

1. Refuelling Contract Docs and Specs

*CONTRACT DOCUMENTS
FOR*

Airport Fuel Trailer Storage and Containment

CITY OF INDEPENDENCE, KANSAS

June, 2025

TRANSYSTEMS

*115 South Sixth Street, Suite B
Independence, Kansas 67301
620-331-3999*

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Independence, Kansas

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INVITATION TO BID

00020

SEALED BIDS for. **Airport Fuel Trailer Storage and Containment**
Independence, KS will be received by: **City Clerk, City Hall, 120 N 6th Street, Independence, Kansas until 10:00 AM., DATE** and then publicly opened and read aloud in **at 10:00 AM. DATE**

Bidding documents have been prepared by TranSystems. Plans and specifications have been prepared by TranSystems. The bid documents, plans and specifications may be examined and obtained from the public works office for the City of Independence.

The Owner reserves the right to waive any informalities or minor defects and to reject any or all bids and to readvertise and rebid and/or negotiate with any or all bidders.

No bidder may withdraw his bid within **(60)** days after the actual date of the opening thereof.

Bidders with questions concerning the project may contact: Shawn Turner, PE, TranSystems, 620 331 9621. sdturner@transystems.com

Date: _____ 2025

City of Independence, Kansas

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, City Hall, 120 N 6th Street, Independence, Kansas 67301** until **10 A.M., DATE,** and then publicly opened and read aloud. Each BID must be submitted in a sealed envelope, addressed to. 120 N 6th Street, Independence, Kansas, 67031

Each sealed envelope containing a BID must be plainly marked on the outside as **BID FOR:**
Airport Fuel Trailer Storage and Containment
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, City Hall, 811 West Laurel St, Independence, Kansas, 67301.

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 BIDDER shall submit a completed Contractors Qualification form with their bid.

The OWNER may waive any informalities or minor defects or reject 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 based on 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.

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,

PROPOSAL of **Airport Fuel Trailer Storage and Containment**
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 **Airport Fuel Trailer Storage and Containment** 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 within **60** consecutive calendar days, thereafter. 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:

<u>NO.</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____
_____	_____

BID SCHEDULE

Bid Prices shall be written in both words 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 to bring the total contract price to the budgeted project expenditures.

BASE BID: Airport Refueling Facility, with Steel containment

<u>Item No.</u>	<u>Units</u>	<u>Prices Written in Words</u>	<u>Dollars</u>	<u>Cents</u>	<u>Dollars</u>	<u>Cents</u>
1-1	1	LS	Mobilization.			
			_____	/LS	\$ _____	\$ _____
1-2	1	LS	Construction Staking.			
			_____	/LS	\$ _____	\$ _____
1-3	1	LS	Clearing and Grubbing			
			_____	/LS	\$ _____	\$ _____
1-4	1	LS	6" Compacted Crushed Stone			
			_____	/LS	\$ _____	\$ _____
1-5	1	LS	8" Concrete Pavement.			
			_____	/LS	\$ _____	\$ _____
1-6	1	LS	Onsite Piping			
			_____	/SY	\$ _____	\$ _____
1-7	1	LS	Metal Building, Including foundation			
			_____	/LS	\$ _____	\$ _____

1-8	1	LS	Oil and Water separator, including Junction box, sump pump station	_____ /LS	\$ _____	\$ _____
1-9	1	LS	Containment: Steel tank	_____ /LS	\$ _____	\$ _____
1-10	1	LS	All project electrical and lighting	_____ /LS	\$ _____	\$ _____
1-11	1	LS	Fencing	_____ /LS	\$ _____	\$ _____
1-12	1	LS	Surface Restoration	_____ /LS	\$ _____	\$ _____

Total Base Bid Amount, Airport fuel trailer storage with Steel Containment

_____ Dollars (\$ _____)

Alternate Bid : Airport Refueling Facility, with add alternate with Concrete containment

<u>Item</u> <u>No.</u>	<u>Units</u>	<u>Prices Written in Words</u>	<u>Dollars</u>	<u>Cents</u>	<u>Dollars</u>	<u>Cents</u>
1-1	1	LS	In leu Steel containment, construct Concrete containment vessel (or vessels) to Provide equivalent volume as proposed Concrete storage. Additive lump sum Amount.	_____ /LS	\$ _____	\$ _____

Total Additive Alternate Bid Amount to Concrete Containment

_____ 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,

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ 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 _____, 2024.

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 **Airport Fuel Trailer Storage and Containment**

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

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.

NOTICE OF AWARD

00501

TO:

PROJECT Description: **Airport Fuel Trailer Storage and Containment, Independenc Kansas.**

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 _____ day of _____ 2025

City of Independence, Kansas

By_____.
Project Manager

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

by_____

this the _____ day of _____, 2025.

By_____

Title_____

NOTICE TO PROCEED

00502

TO: _____

DATE: _____

PROJECT: **Airport Fuel Trailer Storage and Containment**
Independenc Kansas.

You are hereby notified to commence WORK in accordance with the Agreement dated _____
2023, on or before _____, 2025 and you are to complete the WORK within **(90)** consecutive
calendar days thereafter. The date of completion of all WORK is
therefore _____.

City of Independence, KS

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this the _____ day

of _____, 2025

By _____

Title _____

PERFORMANCE BOND

00610

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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 IDEPENDENCE, KANSAS
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 _____, 2023, a copy of which is hereto attached and made a part
hereof for the construction of:

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 four (4) counterparts, each one of which shall be deemed
an original, this the _____ day of _____, 2025.

ATTEST:

By _____(s)
(Seal) (Principle)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

_____(Surety) Secretary
(SEAL)

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

(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.)

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 _____ DOLLARS (\$_____) 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 **Airport Fuel Trailer Storage and Containment. Independenc Kansas.** 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 _____, 2025.

Surety

Principal

By

By

Title

Title

The provisions of Sections 16-113 and 16-114 of Kansas Statutes G.S. 1949 shall apply to this contract. These sections are as follows:

1. Section 16-113.

That whenever the State of Kansas, through any of its authorized board or officers, or any county, township, city, school district, or other municipal or quasi-municipal subdivision of said state shall enter into a contract with any person, partnership, firm, association, or corporation for the construction of any building, sidewalk, paving, bridge, sewer, embankment, or any other public improvement to be paid for out of public funds, it shall be the duty of such person, firm, partnership, association, or corporation if a non-resident of the county where the work is being done to appoint in writing, which appointment must be filed with the clerk of the district court, some person resident in the county where such work is to be constructed on whom service may be had, in any civil action which may arise out of such contractual relation wherein the state, county, township, city, school district, or other municipal subdivision or quasi-municipal subdivision of the state may be a plaintiff. And it shall be unlawful for any person, partnership, firm, association, or corporation to draw from any public treasury any monies pursuant to any such contract until the appointment of an agent to accept service and to make entry of appearance as aforesaid has been executed and filed with the clerk of the district court of such county.

2. Section 16-114.

Any person or corporation which shall violate any of the provisions of this act shall be guilty of a misdemeanor and upon conviction shall be fined in any sum not more than one thousand dollars (\$1,000.00).

APPOINTMENT OF PROCESS AGENT*

_____, as Contractor, having entered into written agreement, dated _____, 2025,
for construction of certain public work described as

Airport Fuel Trailer Storage and Containment. Independence Kansas.

Owner, does hereby appoint _____, whose address is

_____, County, Kansas, as process agent, in compliance with the requisites of

Section 16-113, General Statutes of Kansas, 1949.

Duly executed this _____ day of _____, 2024.

CONTRACTOR: _____

ADDRESS: _____

BY: _____

TITLE: _____

*NOTE: Any Contractor awarded the foregoing contract, whose residence or whole principal place of business is outside the County in which the work is located, shall execute this document in four (4) copies, all considered originals. Contractor shall file one (1) copy with the Clerk of the District Court of the County in which the work is to be performed. One shall be sent to the Owner, the Contractor shall retain one, and one shall be sent to the process agent.

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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 Prior to the first partial payment estimate 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 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 ARCHITECT'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/ARCHITECT'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 and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection 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 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.

1.1 RECORD DRAWINGS

The CONTRACTOR shall deliver to the OWNER a complete set of Contract Drawings neatly recorded with all changes made during construction. These Drawings shall be labeled “Record Drawings” with the date of the submittal and the CONTRACTOR’s name and signature clearly indicated. These “Record Drawings” shall be submitted following final acceptance of the Project and prior to the final payment.

CHANGE ORDER NO. 1

Engineer's Project No. _____

Project: **Airport Fuel Trailer Storage and Containment.**
Independenc Kansas.

Contractor _____

Contract Date _____

Contract For _____

Nature of the Change:

Item No.	Description	Unit Price	Quantity	Total
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CONTRACTOR'S QUALIFICATIONS

Name of Firm and address with zip code

Date _____ Corporation () Partnership ()
Area Code and Telephone Individual ()

CONSTRUCTION CAPABILITIES: General () Electrical () Plumbing ()
Mechanical () Other ()

=====

FOR CORPORATION ONLY

Date of Incorporation Name of State(s) in which incorporated

If not incorporated in Kansas give Certificate
of Authority to do business in Kansas

Certificate No. and Date

President's Name

Vice-President's Name

Secretary's Name

Treasurer's Name

=====

FOR PARTNERSHIP ONLY

Is the partnership: General () Limited () Association ()

Date of Organization:

1. _____
Name and Address of all parties with zip codes

2. _____

3. _____

Use Additional Sheet if necessary.

=====

GENERAL INFORMATION

Percent (%) of work done by

No. of permanent employees

Geographical limits of operation.

No. of years in business

If you have done business under different name, please give.
name and location

Has firm ever failed to complete project or defaulted on a contract? If so, state where and why.

Has firm ever been engaged in litigation or arbitration over any contract? If so list projects and explain

CONTRACTOR'S QUALIFICATIONS, CONTINUED

LIST OF COMPLETED SIMILAR PROJECTS WITHIN PAST FOUR YEARS, INCLUDING COST OF EACH:

LIST OF ALL COMPLETED PROJECTS WITHIN 100 MILES OF THIS PROJECT, WITH A CONTRACT VALUE OVER \$500,000:

LIST ALL CURRENT CONTRACTS, AMOUNT, DATE SIGNED, DATE TO BE COMPLETED, PERCENT COMPLETE.

NOTE: LIST A CONTACT PERSON WITH ADDRESS AND TELEPHONE NUMBER FOR EACH PROJECT.

SUMMARY OF WORK-----01010

1. GENERAL

- 1.1 The work consists of furnishing all labor, materials, equipment, testing, tools, and supervision to complete the Airport Fuel Trailer Storage and Containment as shown on the plans.
- 1.2 The work consists of piping, excavation, concrete, metal, metal building, electrical and fencing as shown on the plans.

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.

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 del the site in neat, orderly condition.

4. **MEASUREMENT AND PAYMENT**

4.1 Shall be considered incidental to the performance and not measured as a separate pay item.

1. GENERAL

- 1.1 Description: The work in this section consists of furnishing all labor, materials, equipment, and tools necessary for performing all operations for the proper execution of all clearing and grubbing within the construction areas shown on the drawings and as necessary to complete this section.
- 1.2 Limits: Unless noted otherwise on the drawings, clearing and grubbing shall be performed within the limits implied or designated on the drawings.

2. EXECUTION

2.1 Clearing:

- 2.1.1 Clearing shall consist of clearing the surface of the ground in the designated areas of all trees, stumps, roots, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, pavement, asphalt, concrete, brick, block, debris and rubbish of any nature. Only trees necessary for construction of the necessary infrastructure shall be removed. All others shall be protected in place.
- 2.1.2 Clearing of the existing hand laid rocks, concrete and rubble is included in this section. Removal and proper disposal shall be the sole responsibility of the Contractor.
- 2.1.3 Trees, stumps, roots, brush, and other vegetation in the areas to be cleared shall be cut below the original ground surface.
- 2.1.4 Trees and vegetation designated in the field by the Owner to remain standing shall be protected from any damage incidental to the clearing, grubbing, and construction operations. All trees within temporary construction easements, if any, shall remain and be preserved and protected.

2.2 Grubbing:

- 2.2.1 Grubbing shall consist of the removal and disposal of stumps, roots larger than two (2) inches in diameter, and matted roots from the areas designated to be grubbed. This material shall be removed to a depth of no less than twelve (12) inches below the original surface of the elevation.
- 2.2.2 Depressions created by grubbing operations shall be filled with suitable material and compacted.

2.3 Disposal of Materials:

- 2.3.1 All cleared and grubbed material including trees, stumps, roots, vegetation, organic material, rubbish, pavement, rock, brick and otherwise shall be removed from the project site and disposed of in accordance with federal, state, and local laws.
- 2.3.2 Burning of debris on site shall not be allowed.

3. MEASUREMENT AND PAYMENT

- 3.1 Clearing and grubbing shall not be measured and shall be paid for in the bid item to which it relates.

1. GENERAL

- 1.1 Perform all excavating, filling, rough grading, finish grading, and trenching as shown on the drawings and to provide proper drainage, as follows:
 - 1.1.1 Perform general excavation for pavement and structures to grades, lines, and levels as indicated for the ball park.
 - 1.1.2 Perform general exterior grading, cutting, and filling required to transform existing grades to grades shown on drawings.
 - 1.1.3 Perform proof rolling and compaction of all subgrade areas to receive structures.
 - 1.1.4 Perform filling or embankment and backfilling for all work as required to conform with the lines, grades, thicknesses, and typical cross shown on plans. Material used for fill and backfill shall be approved material taken from the existing right-of-ways, or from a contractor furnished borrow area.
 - 1.1.5 Cut ditches to divert water around streets, parking area and drives as shown on drawings.
 - 1.1.6 Perform fine grading using four (4) inches of topsoil free of rocks. Set all grade stakes, and place topsoil after rough grading has been approved by the Engineer. All finish grading shall be hand raked and shall be left ready for the sowing of grass seed. Limits of fine grading shall be within the project limits.
 - 1.1.7 Water shall be diverted or pumped out of the excavations until completion of the work for which the excavations were made.
 - 1.1.8 All excess material shall be disposed of by the Contractor.
 - 1.1.9 All material excavated shall be considered as unclassified excavation which shall consist of all material of whatever character encountered in the work, including soil, solid rock, fragmented rock, water, or other.

2. ROCK EXCAVATION

- 2.1 Any solid or fragmented rock over six inches in diameter encountered during excavation of the project site or borrow shall be removed and disposed of by the contractor unless designated by the Engineer. No direct compensation will be included for rock excavation.

3. EXCAVATION

- 3.1 Structure Areas:
 - 3.1.1 In all areas where structures are to be installed, the subgrade shall be excavated and proof rolled, and compacted in accordance with Section 02250 - COMPACTION CONTROL AND TESTING.

3.2 Proof Rolling:

- 3.2.1 When subgrade elevation or undercut elevation is reached all structure areas shall be proof-rolled prior to placement of fill or concrete or pavement construction to assure a stable subgrade. Proof-rolling shall consist of rolling the ground surface with a loaded tandem axle dump truck or similar rubber tired heavy construction equipment, and noting any areas that rut or deflect during rolling. Noted areas shall be undercut and replaced with compacted fill as specified below.

4. **EMBANKMENT**

- 4.1 Contractor shall perform all cutting, filling, compacting of fills, and rough grading required to bring the entire project area to subgrades for all buildings and structures. Remove topsoil to its entire depth from the areas within lines five (5) feet outside areas to be occupied by building structures, roads, walks, and other surfacing. Pile topsoil in approved locations where it will not interfere with building or utility operations. Areas to be stripped as designated shall first be scraped clean, cleared, and grubbed of all brush, weeds, grass, and roots. Topsoil shall be reasonably free from subsoil, debris and stones larger than two (2) inch diameter. All finish grading in areas designated to be fine graded shall be done with satisfactory topsoil and in such a manner as will permit the sowing of grass seed with no further work necessary. All rough grading of areas to be fine graded shall be done to a level of four (4) inches below elevations shown to allow placement of topsoil.
- 4.2 Rough grading of areas beyond limits of fine grading shall be done with machine and shall be as smooth and free of rocks as can be obtained under machine conditions. Grades shall be accurately cut to elevations shown on elevations and cross sections.
- 4.3 All ditches, swales and gutters shall be finished to drain readily.
- 4.4 Material for fill shall be free of roots, wood, or other organic material. Structural fill in all building and pavement areas shall consist of inorganic low plasticity clean silt or lean clay with a plasticity index less than 20.
- 4.5 Prior to placing fill material in areas to receive structures, the area shall be undercut and proof-rolled as specified above. If indicated by proof rolling, prior to placing fill material, the surface of the ground shall be scarified to a depth of twelve (12) inches and the moisture content of the loosened material modified such that it will readily bond with the first layer of fill material. No fill shall be placed in layers exceeding eight (8) inches of loose material.
- 4.6 Compact each layer of fill by rolling or tamping to ninety (90) percent of maximum density at optimum moisture content. The degree of compaction shall be determined and controlled in accordance with the ASTM D1557-91 Modified Proctor Moisture-Density Relationship. Compaction shall be accomplished by the use of power rollers, machine tampers, or other mechanical equipment approved by the Engineer. If necessary, soil shall be moistened, or allowed to dry to the correct moisture content to between minus two and plus four percent of the optimum moisture content before compaction. Do not deposit any fill on a subgrade that is muddy, frozen, or that contains frost.

5. **GEOTECHNICAL INVESTIGATION**

- 5.1 A geotechnical investigation has been conducted by Palmerton & Parrish. Soil boring logs are included as a part of these specifications. The bidder shall undertake whatever means are necessary to verify accuracy of Geotechnical Investigation, and to gain other information required for bidding.

6. **TESTS**

- 6.1 The Contractor shall provide, in his cost, a compaction test for each 2500 square feet fill for each lift and/or as required by Section 02250 - COMPACTION CONTROL AND TESTING. Where tests indicate that fill does not conform to the compaction density specified, the fill shall be removed and replaced with conforming material without additional cost to the Owner. The name of the testing company shall be submitted to the Engineer for approval and copies of each test report shall be furnished to the Engineer.

7. MEASUREMENT AND PAYMENT

- 7.1 Earthwork, including excavation, proof-rolling, undercutting, embankment, compaction, testing, and grading shall not be measured or paid for separately, but shall be included in the bid item to which it relates.

1. GENERAL

- 1.1 Description: The work of this section shall consist of furnishing all equipment, labor, materials, and incidentals to compact the various backfills. The Contractor shall be responsible for providing all necessary on-site testing facilities and equipment.

2. EXECUTION

- 2.1 Maximum Density: The maximum density of the fill material shall be determined according to ASTM D698, "Standard Proctor Method". If more than one type of fill material is used, the maximum density for each type shall be determined. Determination of the maximum densities shall be the Contractor's responsibility. The Owner shall be provided with one copy of each maximum density test result, which shall include the maximum density and the optimum moisture content.

- 2.2 Compaction Operations: See Section 02221 – TRENCHING, BACKFILLING, AND COMPACTING, and 02200 - EARTHWORK.

- 2.3 Compaction Requirements: Compaction requirements for soils as controlled by methods of testing described herein shall be as specified in 02200-EARTHWORK, 02221-TRENCHING, BACKFILLING AND COMPACTING, or as follows:

Range A - In-place compacted density of soil shall be equal to or greater than one hundred (100) percent of maximum density at optimum moisture content.

Range B - In-place compacted density shall be equal to or greater than ninety (95) percent of the maximum density at optimum moisture content.

Range C - In-place compacted density shall be equal to or greater than eighty (80) percent of the maximum density at optimum moisture content. All compaction shall be Range B, unless noted otherwise.

- 2.4 Moisture Content Requirements: The moisture content requirements as determined under the methods of testing described herein shall be as specified in 02200 EARTHWORK, 02250-COMPACTION CONTROL AND TESTING, or as follows.

Range A Compaction - The moisture content of the soil at the time of compaction shall be uniform and shall be not higher than five (5) percentage points above the optimum nor lower than the optimum of the soil involved.

Range B Compaction - The moisture content of the soil at the time of compaction shall be uniform and shall not be lower than three (3) percentage points below the optimum moisture content of the soil involved.

Range C Compaction - The moisture content of the soil at the time of compaction shall not be lower than five (5) percentage points below the optimum moisture content of the soil involved.

Compaction of Granular Stone or Sand - The moisture content shall be not less than ten (10) percentage points below the optimum content at the time of compaction.

- 2.5 Moisture Content Control:

- 2.5.1 Water Application: The moisture content of the soil at the time of compaction shall be within the moisture range designated. When the natural moisture content of the embankment soil does not fall within the required moisture range, water shall be added or the material shall be aerated, whichever is needed to adjust the soil to the proper moisture content. Water may be transported or distributed from calibrated tank truck or the water may be added to the soil in the borrow and cut areas before hauling, as long as the moisture content of the soil at the time of compaction is uniform and within the designated moisture range.
- 2.5.2 Visual Control: From other than the results of the moisture content test, the moisture content of the soil being compacted shall be considered as being too high to insure compaction when, after repeated rollings with the sheepfoot roller, the roller continues to pick up excessive amounts of soil and refuses to "build up" so that the tamping feet eventually ride on the compacted surface.

3. SOIL TESTING

3.1 Scope of Tests:

- 3.1.1. In place density of compacted soil shall be tested in accordance with ASTM D1557-91 Modified Proctor Moisture Density Relationship, latest revision, to determine compliance with specifications. Specific testing locations will be determined by the Engineer.
- 3.1.2 Granular Stone and Sand: Granular stone and sand shall have moisture-density relationships determined as stated in paragraph 3.1.1.
- 3.1.3 Compacted Soil Sub-Base Supporting Concrete, Steel or Masonry Structures: The number of density tests shall be a minimum of three per structure, or two per 100 ft of area for each two lifts of fill. In place density shall be as determined as stated in paragraph 3.1.1.
- 3.1.4 Compacted Soil Sub-Base Supporting Rigid and Flexible Pavements and Crushed Stone Surfacing: The number of density tests shall be a minimum of three or one per 2500 square ft of area and for each 8 inch lift, whichever is greatest.
- 3.1.5 Compacted Granular Stone or Sand Supporting Concrete, Steel, Masonry Structures, Rigid and Flexible Pavements: The number of density tests shall be a minimum of three per structure, or one per 800 square feet of area.
- 3.1.6 Compacted Trench Backfill over Granular Base: The Owner shall reserve the right to conduct density testing at a rate of one test per 100 L.F. of trench for each two lifts of fill. The costs of the initial density testing shall be borne by the Owner. Any retesting which is required as a result of a failure of the compacted backfill to meet the specified compaction requirements shall be paid for by the Contractor. Any area that fails to meet the specified compaction requirements shall be recompacted and retested until it meets the specified requirements.

4. MEASUREMENT AND PAYMENT

- 4.1 Compaction control and testing shall not be measured or paid for separately, but shall be included in the bid item to which it relates.

1. GENERAL

- 1.1 Description: The work in this section consists of furnishing all labor, materials, tools, equipment and incidentals necessary to construct the lift station site chain link fencing and gates as shown on the plans and described herein.

2. FENCE TYPE

- 2.1 Perimeter Fencing: Perimeter fencing shall consist of galvanized steel fence with a fabric height of 6.0 feet and an overall height of 7.0 feet from the bottom of the fabric to the top barbed wire. The fence shall have a top rail, bottom tension wire, and three strands of barbed wire mounted on 45 degree extension arms. Posts shall be set in concrete. Fabric shall be of 9 gauge zinc coated steel.

3. MATERIALS

3.1 Galvanized Steel Fencing:

- 3.1.1 Material and Coating: Posts, gate frames, braces, rails, stretcher bars, and truss rods shall be of steel; reinforcing wires shall be of high carbon steel; and gate hinges, post caps, barbed wire, supporting arms, stretcher bar bands, and other parts shall be of steel, malleable iron, ductile iron or equal except that ties and clips may be of aluminum. All steel and iron parts shall be zinc-coated after fabrication, using zinc grade "E" in accordance with Federal Specification QQ-Z-351. The weight of the zinc coating per square foot of actual surface area shall average not less than 1.2 ounces and no individual specimen shall show less than 1.0 ounces.

- 3.1.2 Gates: Gates shall be swing, complete with latches, stops, keepers, and hinges with provision for three strands of barbed wire above the fabric.

- 3.1.2.1 Gate Frames: Constructed of tubular members (round or square) welded at all corners or assembled with fittings. On steel, welds shall be painted with aluminum base or zinc base paint. Where corner fittings are used, gates shall have truss rods of 3/8-inch nominal diameter to prevent sag or twist. Gate leafs shall have vertical intermediate bracing as required, spaced so that no members are more than eight feet apart. End members of the gate frames shall be extended one foot above the top horizontal member to which three strands of barbed wire, uniformly spaced, shall be attached by use of bands, clips, or hook bolts. Gate filler shall be of the same fabric as specified for fence and shall be attached securely to gate frame at intervals of 15 inches.

- 3.1.2.2 Hinges: Adequate strength for gate, and with large bearing surfaces for clamping in position. The hinges shall not twist or turn under the action of the gate. The gates shall be capable of being opened and closed easily by one person.

- 3.1.2.3 Latches, Stops and Keepers: Provided for all gates. Latches shall have a plunger-bar arranged to engage the center stop, except that for single gates of openings less than 10 feet wide, a forked latch may be provided. Latches shall be arranged for locking. Center stops shall consist of a device arranged to be set in concrete and to engage a plunger bar of the latch of double gates. No stop is required for single gates. Keepers

shall consist of a mechanical device for securing the free end of the gate when in the full open position.

- 3.1.3 Posts: Shall be of the lengths specified and shall be tubular, except that line posts may be H-beam.
- 3.1.3.1 Post Braces: Provided for each gate corner, pull, and end post, and shall consist of a round tubular brace extending to each adjacent line post as approximately mid height of the fabric, and a truss consisting of a rod not less than 3/8-inch in nominal diameter from the line post back to the gate, corner, pull, or end post, with a turnbuckle or other equivalent provision for adjustment.
- 3.1.3.2 Post Tops: Combination tops with barbed-wire supporting arms. The post tops shall fit over the outside of posts and shall exclude moisture from tubular posts.
- 3.1.4 Barbed Wire Supporting Arms: Shall be at an angle of approximately 45° or vertical as specified, and shall be fitted with clips or other means for attaching three strands of barbed wire. With 15-inch arms the top wire shall be approximately 12 inches horizontally from the fence line and the other wires spaced uniformly between the top of the fence fabric and the outside strand. Barbed wire arm shall be of sufficient strength to withstand a weight of 200 pounds applied at the outer strand of barbed wire.
- 3.1.5 Top Rails: Shall be round (tubular), shall be in lengths not less than 18 feet, and shall be fitted with couplings for connecting the lengths into a continuous run. The couplings shall be not less than six inches long, with .070 minimum wall thickness, and shall allow for expansion and contraction of the rail. Open seam outside sleeves shall be permitted only with a minimum wall thickness of .100 inches. Suitable ties or clips shall be provided in sufficient number for attaching the fabric securely to the top rail at intervals not exceeding two feet. Means shall be provided for attaching the top rail to each gate, corner, pull, and end post.
- 3.1.6 Stretcher Bars: Shall not be less than 3/16 by 3/4-inch or nor less than two inches shorter than the full height of the fabric with which they are to be used. the stretcher bars shall be arranged for attaching the fabric to all terminal posts by threading through the fabric, by bands, or by other positive mechanical means. One stretcher bar shall be provided for each gate and end post, and two for each corner and pull post.
- 3.1.7 Ties, Clips, Bands: ties or clips of adequate strength shall be provided in sufficient number for attaching the fabric to all line posts at intervals not exceeding 15 inches. Bands or clips of adequate strength shall be provided in sufficient number for attaching the fabric and stretcher bars to all terminal posts at intervals not exceeding 15 inches. Tension bands and brace bands shall be formed from flat or beveled steel and shall have a minimum thickness of .155(+or- .005) after galvanizing with a minimum width of 7/8 or an inch (+or- .015).
- 3.1.8 Barbed Wire: Barbed wire shall consist of two strands of 12-1/2 gage wire with 14 gage 4 point barbs spaced approximately 5 inches apart. All wire shall be zinc coated with a minimum coating of .80 ounces per square foot of surface area on 12-1/2 gage wire and .60 ounces per square foot of surface area on 14 gage wire.

- 3.1.9 Posts, gate frames, rails, and braces shall conform to the dimensions and weights as follows:

<u>Use and Section</u>	Outside Diameter or Dimensions <u>Nominal</u> Inches	Weight Per Foot <u>Nominal</u> Pounds
End, corner and pull posts (tubular) for fabric heights: 6 feet and less: Round Sch-40	2.375	3.65
Square	2.00	3.60
Gate posts for nominal width of gate, single, or one leaf of double: 6 feet and less: Round Sch-40	2.875	5.79
Square	2.5	5.70
Gate width 13 feet and less: Round Sch-40	4.00	9.10
Square	3.00	9.10
Gates: exterior frames for fabric heights: 6 feet and less, and gate leafs 8 feet and less: Round Sch-40	1.660	2.27
Square	1.50	1.90
Gate leafs over 8 feet width: Round Sch-40	1.90	2.72
Square	2.00	2.10
Internal gate bracing: Round Sch-40	1.660	2.27
Square	1.50	1.90

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 for 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	4	6sk/CY	6 to 6-1/2%
Fill	2,500 psi	6-1/2 gal/sack	6	5sk/CY	5 to 6-1/2%
Walkways & Drives	3,500 psi	5-1/4 gal/sack	3	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 type1 portland cement with the addition of an approved air-entrained admixture or by the use of type1A 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.

4.0 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.

5.0 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 degrees F, the minimum temperature of concrete in place shall be 50 degrees F. insulated blanketing shall cover the concrete for 48 hours minimum and 50 degrees F minimum concrete temperature shall be maintained. All work shall conform to ACI 306.1 specifications.

5.7.3 Concrete deposited in hot weather shall have a placing temperature of less than 90 degrees F, and which will not cause difficulty from loss of slump, flash set or cold joints.

6.0 **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.

6.2.3 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 degrees 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 degrees F, the temperature of the concrete shall be maintained 50 degrees F and 70 degrees 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 degrees F in any one hour or 50 degrees 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 shall keep a log identifying the exact location of poured concrete represented by each test cylinder and shall furnish two copies of the test reports and logs to the Engineer as they become available.

10.2 All strength tests shall be performed by a reputable testing laboratory hired by the Contractor at his expense and approved by the Engineer. The costs of performing all strength test as specified herein shall be borne by the Contractor and no extra compensation will be allowed.

10.2 Slump Tests will be performed when requested by the resident Project Representative and shall conform to "Standard Method of Test for Slump of Portland Cement Concrete", ASTM C143.

10.3 Strength tests: Test cylinders shall be taken by the Contractor as directed by the resident Project Representative and shall be cured and tested in accordance with the "Standard Method of Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field" ASTM C31. Not less than three specimens shall be made for each 20 cubic yards of concrete or fraction thereof in each day's pour, except that in no case shall a given mix design be represented by less than five tests. In the event that three test cylinders are not considered sufficient to represent the work done, the Engineer may direct that extra cylinders be made. The standard age of test shall be 28 days, but 7 days tests and 14 days tests may be used provided that the relation between the 7 day, 14 day and 28 day strengths of the concrete is established in advance by test for the materials and proportions used and approved by the Engineer. If the Contractor desires,

extra cylinders may be made and tested for the purpose of indicating sufficient concrete strength for form removal or other purposes. If the average of the strengths of the test cylinders fail to obtain the specified strength so as to justify doubt as to the quality of the concrete, further tests shall be made at the Contractor's expense, of the concrete in place to determine its fitness to remain in the structure. These tests shall be performed in accordance with the "Standard Method of Obtaining and Testing Drilled Cores and Sawed Beams of concrete", ASTM C42. The strength level of the concrete will be considered acceptable if the average of three, 28 day test strength results equal or exceed the specified compressive strength and no individual tests fall below the specified compressive strength by more than 200 psi.

- 10.3 Air Content Tests: Air content tests may be requested by the resident Project Representative at his discretion and shall conform to the "Standard Method of Test for Air content of Freshly Mixed Concrete by the Volumetric Method", ASTM C173 or the "Standard Method of Test for Air Content of Freshly Mixed Concrete by the Pressures Method", ASTM C231. The Contractor shall provide all necessary equipment, materials, sampling and testing.

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 motor 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 from them. 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 for drainage structures shall not be measured and shall be considered incidental to the bid item to which it relates.
- 12.2 Payment: Concrete for drainage structures 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 Pipe and Boxess:

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 rove 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 Cleaning: All new units shall be cleaned of silt, debris, or foreign matter of any kind.

3.1.8 The internal piping shall be constructed using pipe lengths and fittings as specified elsewhere herein and as shown on the drawings.

3.1.9 Contractor shall insure that the unit shown on the drawing shall be constructed plumb.

3.1.10 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.

1. GENERAL

- 1.1 Complete all structural steel as shown on the drawings and as follows:
 - 1.1.1 Fabricated structural steel herein specified and that may be required for a complete job.
 - 1.1.2 Erect all steel work.
 - 1.1.3 Provide all columns, joists, struts, channels, lintels, purlins, girts, tie rods, hangers, separators, billet plates, gusset plates, stiffeners, brackets, shear connectors, plates, anchors, bolts, nuts, rivets, all connections, etc. as required to complete work on this section.
 - 1.1.4 Provide holes, cutting, etc. for the installation of other work as it may be required by others and shown on the drawings or herein specified.
 - 1.1.5 Provide painting of steel work with one shop-coat by structural steel fabricator and one field "touch-up" coat as required by General Contractor. For further details of painting, see Division 9 - Finishes, Section 09900.
- 1.2 All steel shall be designed, fabricated, and erected in accordance with the Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings, as amended to date, and the Code of Standard Practice, latest edition, as adopted by the American Institute of Steel Construction, Inc., unless herein specified to the contrary, in which case, these specifications shall govern and supercede the Standards.

2. MATERIALS FURNISHED IN THIS SECTION BUT INSTALLED BY OTHERS

The Contractor shall furnish and deliver complete all materials to other trades as required in connection with or for the support of other work; such as loose lintels, bearing plates, bolts, mechanical equipment support frames, grating frames, and other appurtenances which may be necessary.

3. STEEL MATERIALS

Structural Steel shall conform to the Standard Specifications of ASTM for Steel Bridges and Buildings, A 36, latest edition. Members designated by gauge thickness shall be cold formed to the dimensions shown from sheet or strip conforming to ASTM A 375 (50,000 psi minimum yield strength).

4. WORKMANSHIP IN FABRICATING AND ERECTION

All workmanship shall be equal to the best practice in modern structural shops. Rolled sections, except for minor details, shall preferably not be heated; or, if heated, shall be annealed, but this restriction does not apply to gas cutting.

5. SHOP PAINTING

Before leaving the shop, all steel work shall be cleaned, by effective means, of loose scale, rust, and foreign matter. Except machined surfaces which are encased in concrete. Work shall be given one (1) coat of TNEMEC metal protection, applied thoroughly and evenly and well worked into the joints and other open spaces. All paint shall be applied to dry surfaces. Parts

inaccessible after assembly at shop shall be given two coats of shop paint.

6. SHOP CONNECTIONS

All shop connections shall be welded. Welding shall be in accordance with the "Code for Arc and Gas Welding in Building Construction" latest edition, as formulated by the American Welding Society. Welds shall be made only by operators who have been previously qualified by tests, as prescribed in the "Standard Qualifications Procedure" of the American Welding society to perform the type of work required.

7. BOLT HOLES

Provide bolt holes as may be required to secure wood members bearing on steel work, and special bolt holes as shown on drawings.

8. FIELD MEASUREMENTS

Take all measurements in the field as required to verify or supplement dimensions shown on the Engineer's drawings and assume the responsibility for the fit of new work to new work.

9. ARCHITECTURAL CLEARANCE

Seat and stiffener connections will not be permitted to interfere with architectural clearances.

10. BEARING BEAMS

Provide all necessary steel bearing plates and connection stiffeners and gussets, whether called for on drawings or not.

11. COMPOSITE BEAMS

Floor beams designed as composite shall be shored at the quarter points of the span to prevent deflection during the placing and curing of the concrete slab. Such shoring shall be left in place until the concrete has cured sufficiently to assure the action of the composite section, but not less than seven (7) days.

12. FIELD CONNECTIONS

12.1 Field connections, unless otherwise noted or approved by the Engineer, shall be with high-strength bolts conforming to ASTM A 325. Members shall be secured temporarily with bolts to take care of dead load, wind, and erection loads, and stresses until bolting is completed. Connections shall be in accordance with the "Specifications for Structural Joints" using ASTM A 325 bolts as endorsed by the American Institute of Steel Construction.

12.2 If field welding is used, it shall be in accordance with the Standard Code for Arc and Gas Welding in Building Construction, latest edition, as formulated by the American Welding Society.

13. FIELD PAINTING

13.1 Field bolts and serious abrasions to the shop coat shall be spot-painted with the material used for the shop coat, or an equivalent, and mud and other firmly attached and objectionable foreign materials shall be removed and all scale, rust spots, etc. shall be wire-brushed prior to painting.

13.2 After erection and spot-painting, structural steel may receive further coats as required in

DIVISION 9 - FINISHED - Section 09900.

14. DRIFTING

Light drifting necessary to draw the holes together will be permitted, but drifting to match unfair holes will not be allowed. Twist drills shall be used to enlarge holes as necessary to make connections. Reaming that weakens the members or makes it impossible to fill the holes properly or to adjust accurately after reaming will not be allowed.

15. GROUTING

All bearing plates shall be set to proper grade and level by this Contractor, ready for grouting. The grouting will be done by others.

16. PLUMBING AND LEVELING

The framing shall be carried up through and plumb and temporary bracing shall be introduced whenever necessary to take care of all loads to which the structure may be subjected, including erection equipment and its operation. Such bracing shall be left in place as long as may be required for safety, it shall finally be removed by the Contractor as part of his equipment. As erection progresses, the work shall be securely connected to take care of all dead load, wind, and erection stresses. In general, shall be plumb and level within a tolerance of 1:500.

17. SHOP DRAWINGS

Shop drawings shall be prepared immediately on award of this contract. No steel shall be ordered until erection diagrams have been approved.

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1. GENERAL

- 1.1 Furnish all labor, materials, tools and related items necessary to complete all work indicated on drawings or specified herein, or both. Application equipment is not required to be new, but shall be adequate and commensurate for the work and workmanship required herein.
- 1.2 Deliver all paints, varnishes, enamels, lacquers, stains, paste fillers, and similar materials in original containers with seals unbroken, labels intact, and manufacturer's instructions printed thereon.
- 1.3 Store all materials in a single place designated by the Owner or Engineer.
 - 1.3.1 Keep storage place clean and orderly.
 - 1.3.2 Damage to storage space or surroundings shall be made good by the Painting Contractor.
 - 1.3.3 Remove oily or solvent soaked rags and all waste from the project every night and take all necessary precautions to reduce fire hazard.
 - 1.3.4 Upon completion of work, leave storage space clean and in good condition.
- 1.4 Execute all work by skilled workmen in such a manner as to fulfill the requirements of the drawings and specifications.
- 1.5 Provide correct temperature, adequate ventilation and illumination in all areas where painting operations are in progress.
- 1.6 Protect all work and materials by suitable covering or other methods during progress of the work.
- 1.7 Colors of all finishes will be set forth in the Color Schedule to be furnished by the Engineer. Color Schedule shall become a part of these specifications.
- 1.8 Submit samples to the Engineer for approval not less than two weeks before any painting starts. Submit all samples in accordance with Painting Schedule and Color Schedule. Submit samples until approved. Obtain approval in writing before delivering materials.
 - 1.8.1 Woodwork: Prepare specimens at least eight inches square on the wood specified.
 - 1.8.2 Metals: Prepare specimens at least four inches square on sheet metal of each type finish.
- 1.9 Materials furnished for the project shall then match in color and sheen the Engineer's approved sample. Sample submittal requirements, for any particular finish, may be waived by the Engineer.

2. MATERIALS

- 2.1 Except as otherwise specified in the Paint Schedule, the manufacturer's products used hereinafter refer to GLIDDEN COATING AND RESINS. Equal products of the following manufacturers will be accepted subject to compliance with specifications requirements:

Benjamin Moore, Pittsburg Paint, Sherwin-Williams or approved substitute.

- 2.2 Verify in writing the intent to apply the proprietary listed in n the Paint Schedule
 - 2.2.1 Paint shall be well ground, shall not settle badly, cake, or thicken in the container, shall be readily broken with a paddle to a smooth consistency, and shall have easy brushing properties.
 - 2.2.2 Paint shall arrive on the job ready-mixed, except for tinting of undercoats an possibly thinning.
 - 2.2.3 All thinning and tinting materials shall be as recommended by the manufacturer for the particular material thinned or tinted.
- 2.3 Other painting materials, such as linseed oil, shellac and turpentine, shall be pure and of the highest quality and shall be approved by the Engineer.
- 2.4 Existing painted surfaces which have been stained by water and mildew, or surfaces which cannot be cleaned satisfactorily shall be given a surface preparation of stain killer such as: KILZ Stain Killer, Master Chem.; BIN ZIZZ; SPOT SEAL, Antico 090 Pigment Primer; or approved substitute.

Note: Stain killer shall be applied to maintainable surfaces. Surfaces beyond repair will be replaced.

3. EXECUTION

- 3.1 Before starting any work, examine all surfaces to receive paint finishes or defects which might prevent satisfactory results.
 - 3.1.1 Work shall not proceed until such damages are corrected.
 - 3.1.3 The commencing of work in a specific area shall be construed as acceptance of surfaces. Thereafter, the Contractor shall be fully responsible for satisfactory work as required herein.
- 3.2 Before painting is started, clean and remove all excessive dust.
- 3.3 General preparation of surfaces:
 - 3.3.1 Surfaces shall be clean, dry, and adequately protected from dampness.
 - 3.3.2 Surfaces shall be free from any foreign material which will adversely affect adhesion or appearance of applied coating.
 - 3.3.3 Mildew shall be removed and surface neutralized.
 - 3.3.4 Efflorescence on any area will be corrected before painting.
- 3.4 Wood to be painted:
 - 3.4.1 Sandpaper to smooth, even surface, then dust off.
 - 3.4.2 After priming coat has dried, putty all nail holes, cracks, open joints, and other defects. Putty shall be colored to paint.

- 3.4 Gypsum:
 - 3.5.1 Rake small cracks, scratches, and abrasions deeply.
 - 3.5.2 Undercut large crack edges, coat with shellac, and fill with prepared patching plaster. Spot coat patches with prime coat, when dry, prior to applying specified prime coat. After priming, fill any remaining small holes with Swedish putty made by mixing spackle with prime coat of paint.
 - 3.5.3 Do not use sandpaper on plaster surfaces to be painted.
 - 3.5.4 Before painting, test surfaces with a moisture-testing device.
 - 3.5.4.1 Test sufficient areas in each space as often as necessary to determine proper moisture content.
 - 3.5.4.2 Apply no paint or sealer when moisture content exceeds twelve (12) percent except as required by manufacturer of paint used.
- 3.6 Drywall:
 - 3.6.1 Fill all minor irregularities with approved patching material and sand to a smooth level surface.
 - 3.6.2 Avoid raising nap of paper.
- 3.7 Concrete and Masonry:
 - 3.7.1 Patch large openings and holes and finish flush with adjacent surface. After priming, fill any remaining small holes with Swedish putty made by mixing spackle with prime coat of paint.
 - 3.7.2 Remove form oil from poured-in-place concrete by washing with xylol, as required for complete removal.
 - 3.7.3 Surfaces shall be dry before painting. Test surfaces with moisture meter. No surfaces shall be painted if moisture content is greater than fifteen (15) percent, or as specified by paint manufacturer.
- 3.8 Ferrous Metal Surfaces:
 - 3.8.1 Remove dirt and grease with mineral spirits and wipe dry with clean cloths.
 - 3.8.2 Remove rust, mill scale, and defective paint down to sound surfaces or bare metal, using scraper, sandpaper, or wire brush, as necessary. Grind, if necessary, to remove shoulders at edge of sound paint to prevent from photographing finish coats.
 - 3.8.3 Touch up all bare metal and damaged shop coats with specified rust inhibitive primer.
 - 3.8.4 For ferrous surfaces with shop coats touched up, as required above, the first coat, as listed in the Paint Schedule, may be omitted.
- 3.9 Galvanized Metal Surfaces: Remove dirt and grease with mineral spirits and wipe dry with clean cloth.

3.10 Exclusions:

3.10.1 Prime coats specified herein will not be required on items delivered with prim coat or shop coats already applied except for touch-up of damaged areas of material delivered to the job.

3.10.2 Painting will not be required on items completely factory finished.

3.11 Application and Workmanship:

3.11.1 Furnish the Engineer a schedule showing completion of respective coats of paint for the various areas and surfaces. Keep schedule current as progress dictates. If the Engineer so directs, the succeeding coats shall not be applied until he has inspected the previous coat.

3.11.2 Remove and protect hardware, accessories device plates, lighting fixtures, factory finished work, and similar items, or provide ample in-place protection.

3.11.3 Remove electrical panel box covers and doors before painting wall. Paint separately and re-install after all paint is dry.

3.11.4 All material shall be mixed, thinned, modified and applied only as specified by the manufacturer's directions. Area spread of paint per gallon shall not be more than the maximum recommended by the paint manufacturer.

3.11.5 Application may be brush or roller if not specifically called for in the schedule. Spray application may be used if so specified or upon written approval from the Engineer.

3.11.6 When spray painting is approved or specified, finish 100 square feet by spraying as a sample finish, upon the request of the Engineer. This shall be finished with materials specified or approved.

3.11.7 Keep equipment clean and in proper condition to provide a job commensurate with the intent of this specification.

3.11.8 Do not use tools for application of paint on smooth surfaces that were originally used to paint concrete block.

3.11.9 Apply all materials evenly and smoothly to avoid runs, sags, holidays, brush marks, air bubbles and excessive roller stipple.

3.11.10 All priming coats and undercoats shall be tinted to the appropriate shade of the final coat.

3.11.11 All coats shall be thoroughly dry before applying succeeding coats.

3.11.12 Coverage and hide shall be complete. When color, stain, dirt or undercoats show through final coat of paint, cover the surface by additional coats until paint film is of uniform finish, color, appearance and coverage at no additional cost to the Owner.

3.11.13 Exterior painting shall not be done when surface temperature is below 50 degrees F., while the surface is damp, or during cold, rainy, or frosty weather.

Avoid painting surfaces exposed to hot sun.

3.11.14 Upon completion of each space, carefully replace all removed items.. Remove all paint and varnish spots from floors, glass, and other surfaces. Remove from the premises all rubbish and accumulated materials or whatever nature not caused by others. Leave work in clean, orderly, and acceptable condition.

3.12 Painting Schedule Notes:

3.12.1 The painting schedule is not intended to cover each and every finish which will receive new paintings, but is intended to establish a quality of material to be used. Materials or finishes not covered in the painting schedule but to receive new paint shall be painted by paint approved by the Engineer.

3.13 Painter's Notes:

3.13.1 The Contractor shall paint or stain all exposed trim, surfaces, etc. which are a part or connected with a wall and/or ceiling finish that is shown to be, or scheduled to be painted.

3.13.2 The Contractor shall paint all door and door frame surfaces in walls scheduled for painting, except when factory prefinished, or wood doors and trim which are stain finished.

PAINTING SCHEDULE

1. EXTERIOR

1.1 Ferrous Metal, Trim, Railings, Pipes, Doors, Etc. shall be given:

1.1.1 One (1) coat of Glidden Universal Metal Primer No. 5210

1.1.2 Two (2) coats Glidden Glid-Guard Alkyd Industrial Enamel No. 4500

1.2 Galvanized Metal shall be given:

1.2.1 One (1) coat Glidden Glid-Guard All-Purpose Metal Primer No. 5229, White

1.2.2 Two (2) coats Glidden Gild-Guard Alkyd Industrial Enamel No. 4500

1.3 Concrete

1.3.1 All exposed vertical concrete wall surfaces shall be rubbed with cement or abrasive bricks and water to obtain a general uniform appearance.

2. INTERIOR

2.1 Ferrous Metal, Trim, Railings, Pipes, Doors, Door Frames, Windows, Etc. shall be given:

2.1.1 One (1) coat Glidden Glid-Guard RUSTMASTER Alkyd Metal Primer No. 590, White

2.1.2 Two (2) coats Glidden SPRED LUSTER Semi-Gloss Enamel No. 4600

- 2.2 Galvanized Metal shall be given:
 - 2.2.1 One (1) coat Glidden Glid-Guard All-Purpose Metal Primer No. 5229, White
 - 2.1.2 Two (2) coats Glidden SPRED LUSTER Semi-Gloss Enamel No. 4600
- 2.3 Concrete Masonry Units shall be given:
 - 2.3.1 One (1) coat Glidden Masonry Block Filler No. 10701
 - 2.3.2 One (1) coat Glidden ULTRA-HIDE PVA Primer-Sealer No. 5019
 - 2.3.3 Two (2) coats Glidden SPRED LUSTER Semi-Gloss Enamel No. 4600
- 2.4 Gypsum Wall Board - Semi-Gloss, Gloss Finish shall be given:
 - 2.4.1 One (1) coat Glidden UNTRA-HIDE PVA Primer-Sealer No. 5019, White
 - 2.4.2 Two (2) coats Glidden SPRED LUSTER Semi-Gloss Enamel No. 4600
- 2.5 Gypsum Wall Board - Egg Shell Finish shall be given:
 - 2.5.1 One (1) coat ULTRA-HIDE 5019 PVA Primer-Sealer
 - 2.5.2 Two (2) coats ULTRA-HIDE Egg Shell Enamel
- 2.6 Wood Stain, (Minimum Requirements for Cabinetry, Doors, and Trim) shall be given:
 - 2.6.1 One (1) coat Glidden No. 201 oil wood stain
 - 2.6.2 One (1) coat of sanding sealer
 - 2.6.3 One (1) coat of trim varnish gloss
 - 2.6.4 One (1) coat of trim varnish stain
 - 2.6.5 Requirements may vary to allow Contractor to match Engineer's stain and gloss requirements.

Pre Engineered Metal Building.....011121

- 1.1 Furnish and install all standard metal building components as shown on plans and herein specified, or both, as follows:
 - 1.1.1 Steel structural frames and bracing.

- 1.1.2 Metal wall, fascia, and roof panels.
- 1.1.3 Purlins, girts, and framing around openings.
- 1.1.4 Exterior door frames as required.
- 1.1.5 Seals, gaskets, templates, and similar building accessories.
- 1.1.6 Gutters, downspouts, and incidental finish trim.
- 1.1.7 Roof curbs for exhaust fans.
- 1.1.8 Insulation
- 1.1.9 Shop drawings and erection details.
- 1.1.10 Design datum.
- 1.2 Approved metal building manufacturers are as follows:
ALLIANCE STEEL BUILDING SYSTEMS; BUTLER MANUFACTURING COMPANY;
CECO BUILDING DIVISION; VARCO-PRUDEN; any building manufacturer whose
product meets or exceeds the quality of those listed will be considered for approval.
- 1.3 The metal building shall consist of all metal components which are prefabricated, marked
and ready for erection. Structural components shall be designed to withstand the
superimposed live loads and wind loads as required by those specifications and in
accordance with the applicable design criteria.
- 1.4 Sheet metal design shall be in accordance with the latest edition of the "light Gage Cold
Formed Steel Design Manual" as published by The American Iron and Steel Institute, and
structured steel design shall be in accordance with the latest edition of the "Steel
Construction Manual" as published by The American Institute of Steel Construction. A
copy of structural design calculations shall be submitted with the shop drawings.
- 1.5 The roofs shall have slopes of 1 in 12 and 4 in 12 in locations shown on plans.
 - 1.5.1 Roof panels shall be manufacturers standard standing seam configuration of not
less than 24 gauge thickness unless otherwise noted. Finish shall be
GALVALUME.
- 1.6 The pre-engineered metal building covered by this specification incorporates the
following framing systems:
 - 1.6.1 Rigid frame clear span.
 - 1.6.2 Flush wall clear span.
 - 1.6.3 Lean-to.
 - 1.6.4 See plans for locations
- 1.7 Factory color coated steel eave, corner trim, and watertight window and door flashings,
including all roof and wall panel covering shall be provided (1.25 ounce zinc on
galvanized steel). Wall panels shall be of 26 gauge minimum thickness. Field painting
of trim flashing, will not be permitted. Cutting, patching, of flashing to masonry, pipes,
plumbing, vents, other collateral material or openings required by other trades shall be

furnished and installed by the General Contractor.

- 1.8 Exterior color shall be baked-on, KYNAR finish, one (1) mil film, prime and finish coat. Color scheme of panels, gutters, downspouts, and trim shall be selected by Architect from the standard colors of the Metal Building Manufacturer. (Note: see Finish Schedule for color selection).
- 1.9 All bidders must submit with their Bid Proposal, a letter from the metal building manufacturer certifying that the building proposed will be furnished to meet or exceed all design load criteria and that all structural design will be in strict conformance with that prescribed in the MBMA "Design Practice Manual" of recent issue.
- 1.10 After awarding the contract, complete structural analysis shall be submitted by the metal building manufacturer to the Architect.

2. MATERIALS

- 2.1 All material shall be new and shall conform to the applicable ASTM specifications. All structural main and secondary framing and bracing members shall have one (1) shop coat of rust inhibitive red-oxide primer applied at the factory.
- 2.2 Metal building shall be weather sealed and rubber closure strips and an approved sealer which will give a complete weathertight structure. The sealer shall not run, separate, or deteriorate with age, and shall be applied according to manufacturer's specifications.
 - 2.2.1 All sealants shall have good cohesion as well as good adhesion to the protective coated metal and shall not be corrosive to any components on which it is applied.
 - 2.2.2 Color of sealants shall match the surfaces to which they are applied and shall not stain adjoining surfaces.
 - 2.2.3 Sealants shall retain their weather-sealing properties under the conditions for which they will be used.
- 2.3 All Building structural nuts and bolts shall be high strength ASTM A-325 or SAE Grade 5.
 - 2.3.1 All building structural nuts and bolts shall be of ASTM A307 steel, unpainted and of proper size to adequately resist all applicable design loads at base of columns and frames. They shall be positioned by the Foundation Contractor according to the dimensions and locations shown on the Anchor Bolt Layout.
 - 2.3.2 All sheet metal screws and/or self tapping screws shall be of class 410 stainless steel conforming to Federal Specification QQ-S-763C.
- 2.4 Structural Members.
 - 2.4.1 All structural members of black steel shall be either hot-rolled structural shapes, cold-formed shapes, or built-up shapes of welded plate construction.
 - 2.4.2 Cold-formed and/or built-up welded shapes shall be fabricated from the applicable material (in accordance with the building manufacturer's standards) as follows:
 - 2.4.2.1 Thickness range of .06" through .25" thick shall be material tested in accordance with ASTM Designation A-570 (of current issue) to meet or exceed a minimum yield point of 37,000 psi.

- 2.4.2.2 Thickness range of .25" through .50" thick shall be material tested in accordance with ASTM Designation A-529 (of current issue) to meet or exceed minimum yield point of 42,000 psi.
- 2.4.2.3 Thickness range of .50" through 1.125" thick shall be material tested in accordance with ASTM Designation A-572, Grade 42 (of current issue) to meet or exceed minimum yield point of 42,000 psi.
- 2.4.2.4 Thickness range of .06" through .25" thick shall be material tested in accordance with ASTM Designation A-375 (of current issue) to meet or exceed minimum yield point of 50,000 psi.
- 2.4.3 Hot-rolled structural shapes shall be material conforming to ASTM Designation A-36, A-529, or A-572 (of current issue) in accordance with building manufacturer's standards.
- 2.4.4 All brace rods of weldable quality shall be of black steel conforming to ASTM Designation A-36 of current issue. All other brace rods shall be of black steel having a minimum yield point of 43,000 psi. Threads shall be rolled or cut. Nuts shall be semifinished hex head. Turnbuckles, if required, shall be standard.
- 2.5 Roof Covering:
 - 2.5.1 The interlocking-standing seam roof covering, carrying an Underwriter's Laboratories, Inc. Uplift Classification of not less than Class 90 shall consist of approximately 18" wide panels of not less than 24 U.S. gauge aluminized coated steel as stipulated in 1.2 above. The panels shall be applied with the ribs up-standing and parallel to the roof slope. Where laps are required, they shall be located according to the manufacturer's instructions and not less than 6" in length. (CECO, "Cecolo K" or equivalent).
 - 2.5.2 All self-drilling screws shall be of Class 410 stainless steel conforming to Federal Specifications QQ-S-763C as applicable ...cadmium coated in accordance with ASTM Designation A-165. All weather-seal washers shall be of a hydrocarbon-based elastomer (synthetic rubber) with a stainless steel backing.
 - 2.5.3 All longitudinal interlocking ribs, as well as transverse end laps shall be properly sealed according to the manufacturer's instructions, with non-drying sealant as stipulated in 2.2 above.
 - 2.5.4 All interlocking ribs shall contain sealant, factory applied in the female rib, and shall be crimped together according to the manufacturer's instructions, immediately after securing in place.
 - 2.5.5 All roof coverings shall be properly flashed and/or sealed at the eave, ridge, and rake with necessary fascias, ridge covers, etc.
 - 2.5.6 Base metal shall be steel tested in accordance with ASTM Designation A-446 to meet or exceed a previously specified minimum yield point of 37,000 psi or 48,000 psi respectively and coated by the continuous hot-dip method, uniformly on both sides with commercially pure aluminum. The coating may be saturated with iron, but shall contain no silicon. Minimum weight of coating, by triple-spot test shall be .75 ounce determined in accordance with Military Specifications MIL-S-4174-A, Type II of current issue.

- 2.5.7 Metal eave and rake trim, wall cap, fascia, miscellaneous flashings, etc. shall be of steel having a minimum yield point of 37,000 psi and shall be provided with a protective coating in accordance with building manufacturer's standard.
- 2.6 Wall Covering (Exterior):
- 2.6.1 The interlocking-ribbed wall covering shall consist of 16" to 36" wide embossed trapezoidal faced panels similar to CECO ANW panel of not less than 26 U.S. gauge KYNAR coated steel. The wall panels shall be applied to the structural framing with the interlocking ribs toward the interior of the structure.
- 2.6.2 Prior to bidding and with the Architect's approval of a submittal, overlapping of metal wall panels, if adequately sealed with approved applied sealant as specified in Section 13121, Subsection 2.2 to prevent air and moisture infiltration, will be considered an equal.
- 2.6.3 Trapezoidal wall panels shall be supplied in continuous lengths extending from the base and terminating at either the eave or rake lines.
- 2.6.4 All walls shall be properly flashed and/or sealed at the base, eave, and rake. Sealing compounds shall conform to the Building Manufacturer's standards as stipulated in 2.2 above.
- 2.6.5 Base metal shall be steel tested in accordance with ASTM Designation A-446, of current issue, to meet or exceed a minimum yield point of 37,000 psi and coated with a G-90 weight of zinc in accordance with ASTM Designation A-525 of current issue.
- 2.6.6 The thermosetting fluoropolymer (resin) enamel, a minimum of one (.001) mil thick on the exposed face, shall be factory applied to the thoroughly cleaned and pre-treated (per ASTM D-2902-68, method F) zinc-coated steel prior to fabrication. It shall be pigmented to obtain optimum performance and oven-baked under quality controlled conditions.
- 2.6.7 The color-coated panels shall be classified by Factory Mutual System as having a Class I fire hazard rating.

3. DESIGN

- 3.1 The structure shall be designed for superimposed live load of thirty (30) pounds per square foot on the horizontal projection of the roof. Structure shall also be designed to include loads imposed by automatic sprinkler system and future mechanical equipment (approximately three (3) pounds per square foot). The design wind load shall be twenty (20) pounds per square foot. No reductions will be allowed from superimposed design loads indicated.
- 3.2 A certificate of loading for live and wind loads specified shall also be provided. Certificate of loading shall be verified and sealed by a Structural Engineer, registered in the State of Kansas.

4. ERECTION

- 4.1 The building shall be erected in accordance with the manufacturer's instructions and erection drawings. Care shall be exercised so as not to damage structural components and impair their strength. Holes cut in structural panels shall be reinforced according to

manufacturer's recommendations.

- 4.2 Adequate flashing and reinforcing shall be provided around roof wall openings at vent stacks, duct-work penetrations and louvers, and at juncture with masonry and other non-standard materials.
 - 4.2.1 Opening twelve (12) inches or smaller, may be flashed and sealed to the roof panel, providing complete structural support and weathertightness is maintained.
 - 4.2.2 Openings larger than twelve (12) inches, round or square, shall be framed with a welded metal base fabricated from .07 inch minimum thick aluminum or 16 gauge galvanized steel. The base and its appurtenance shall be supported by the roof purlins and/or header framing (if required). The base shall have a minimum projection of six (6) inches above the weather surface of the roof, and the configuration of the flanges shall match the roof panel. The flange-to-panel joint shall be sealed with a non-hardening sealant and fastened in such a manner to provide complete support and weathertightness.
 - 4.2.3 Coordinate size, configuration, and location for any roof penetration requiring curbs or flashing, with Division 15.
- 4.3 The finished structure shall be completely weathertight. The metal building erector shall be responsible for anchoring metal building to concrete foundations and floor slab. He shall provide for lateral thrust to the foundation imposed by the metal building structural components.

5. SHOP DRAWINGS

- 5.1 Shall be provided upon receipt of contract, showing anchor bolt setting, hole location for structural steel, etc. Drawings shall be prepared as rapidly as possible.
- 5.2 Minor variations for specifications and drawings for metal building and accessories provided by Metal Building Manufacturer will be permitted in order to allow Metal Building Manufacturer to use their standard components and details.
- 5.3 The Contractor shall provide, along with psi proposal, the name of the Metal Building Manufacturer he intends to supply as a part of his contract.

6. GUARANTY-WARRANTY

- 6.1 A written Manufacturer's Warranty, Panel Color Warranty, and Erection Warranty shall be included with the Proposal. A Dealer Warranty will not be accepted in lieu of the Manufacturer's Warranty or Panel Color Warranty. The Manufacturer's Warranty shall guarantee the standard metal building proper against failure due to defective material and manufacturer's workmanship for a period of one(1) year from date of completion. The Panel Color Warranty shall guarantee the factory color against specific failure for a period of twenty (20) years from date of delivery.
- 6.2 Durability of the roof panels due to rupture, structural failure, or perforation shall be guaranteed for a period of twenty (20) years by the building manufacturer. A specimen copy of the document must accompany the bid, clearly stating the conditions under which the guarantee is valid.

- 6.3 The Erection Warranty shall guarantee to correct any defects in the standard metal building proper due to faulty workmanship in erection which develop within one (1) year from date of completion. Accessories such as doors, cranes, and hoists are not covered by these warranties except to the extent of the warranty given the Metal Building Manufacturer by the Accessory Manufacturer.
- 6.4 The Contractor further agrees that he will, at his own expense, repair, and replace all such defective work, and all other work damaged thereby, which become defective during the term of the Guaranty-Warranty.

7. MEASUREMENT AND PAYMENT

- 7.1 The metal building and incidentals thereto shall be measured and paid for in the bid item to which it relates.

OIL AND WATER SEPARATOR.....011300

1. GENERAL

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

2. MATERIALS

2.1 Oil and Water Separator Tank:

2.1.1 The tank in general shall be a Precast section, as manufactured by Old Castle, Schurlock Industries, or approved equal. The Oil and Water Separator 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.

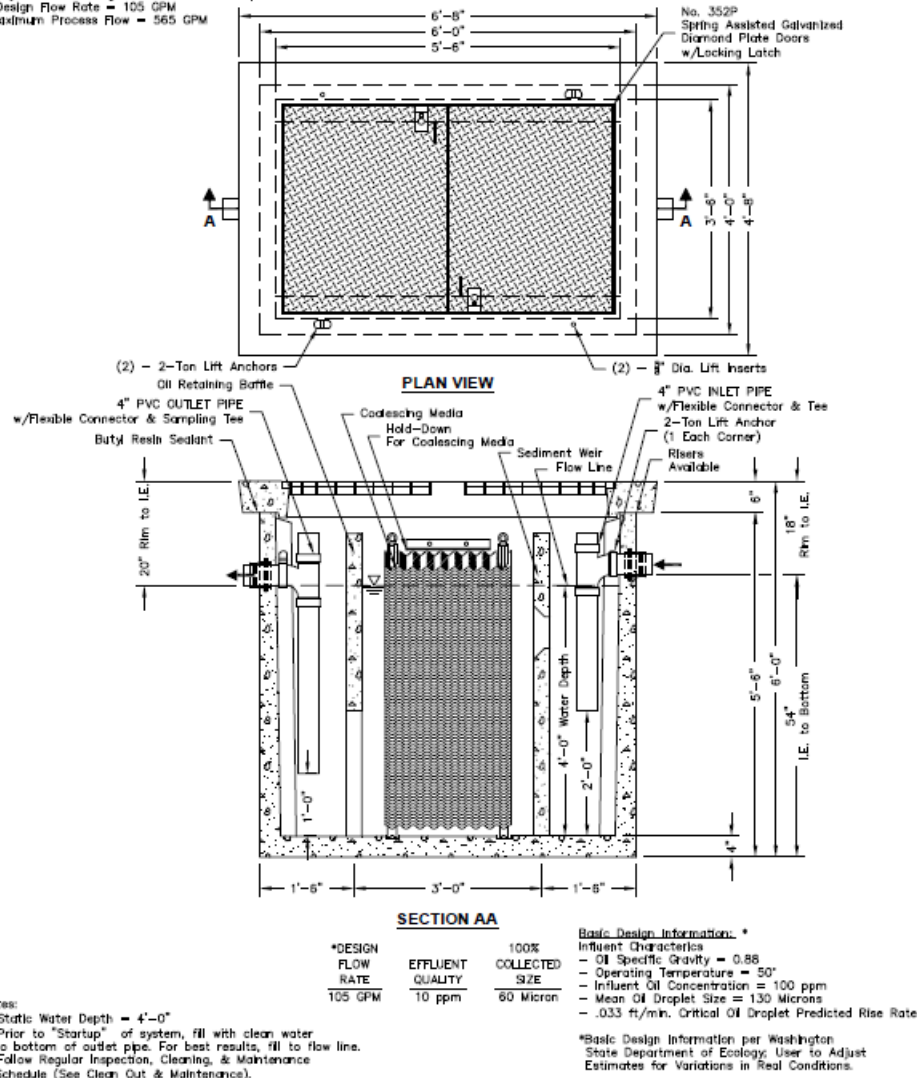
2.1.2 The precast reinforced concrete sections shall be of the type and configuration shown on the drawings and all units shall be provided by one manufacturer.

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.

660-CPS

Projected Coalescing Plate Area = 444 Sq.Ft.
 *Design Flow Rate = 105 GPM
 Maximum Process Flow = 565 GPM



 PO Box 323, Wilsonville, Oregon 97070-0323 Tel: (503) 682-2844 Fax: (503) 682-2857	660-CPS		660-CPS OIL / WATER SEPARATOR COALESCING - 105 GPM
	File Name: 020-660CPS		
	Issue Date: 2018		
	oldcastleprecast.com/wilsonville		

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.

3.1.4 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 Cleaning: All new units shall be cleaned of silt, debris, or foreign matter of any kind.

3.1.8 The internal piping shall be constructed using pipe lengths and fittings as specified elsewhere herein and as shown on the drawings.

3.1.9 Contractor shall insure that the unit shown on the drawing shall be constructed plumb.

3.1.10 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.

STEEL STORAGE TANK.....11412

1. SCOPE OF WORK

- 1.1 The work to be performed under these specifications includes furnishing all materials, labor, tools, and equipment for fabricating, delivering, erecting, and painting of an all steel storage tank , including foundations. Also included in this contract are accessories, inspections, cleaning, and testing as specified, and depicted on the drawing.
- 1.2 Location: The tanks shall be erected near Independence Kansas Airport at the location shown on the drawings and in the plans.

2. STANDARD STORAGE TANK SPECIFICATIONS

- 2.1 Materials, design, shop fabrication, welding, erection, inspection, and testing of the structure and appurtenances shall be in compliance with the latest revision of the relative specifications for API, ACI, NSF, AISI, AWS, and ASTM.

3. STEEL TANK – GENERAL INFORMATION

- 3.1 The tank (or tanks) shall have a flat steel bottom, vertical sides, and have overall measurements equivalent to 30'x30'x3.2'. The tank shall accommodate inlet and outlet piping as shown in the drawings.
- 3.2 The tank may be a combination of prefabricated tanks, meeting the volume equivalent to the dimensions listed in 3.1 above.
- 3.3 Earthquake Design: Seismic Zone 1
- 3.4 Wind Load: Shall be based on a wind velocity of 100 MPH.
- 3.5 Foundation: The design of the foundation shall be the responsibility of the tank supplier.
- 3.6 Site Grading: The tank contractor shall be responsible for finish site grading and landscaping. The site will be left finish graded to conform generally with the lines and elevations shown on the drawings. All construction materials, debris, equipment, etc. shall be removed. Grading shall be sufficient to remove all ruts resulting from trucks, cranes, and other equipment, and shall leave the site free of areas that collect ponded water. Excess excavated materials shall be removed or otherwise incorporated into site, as approved by the Engineer.

4. CLEANING AND PAINTING

- 4.1 All surface preparation, materials, application, and workmanship for painting of the structure shall be in accordance with the API standard for Painting Steel Tanks and the Steel Structures Painting Council SSPC-PA1-82, and the latest paint manufacturer's recommendations.
- 4.2 All steel surfaces shall be blasted and cleaned in the fabricator's shop prior to applying any shop prime paint. The surface shall then receive one coat of primer paint leaving unpainted margins along all edges that are to be field welded.
- 4.3 After the structure has been erected, seams, adjacent unprimed areas and abraded areas shall be spot blasted in the field to the same requirements as in the shop. The

apply field prime paint with the same brand and type of primer paint that was applied in the fabricator's shop.

5. SHOP DRAWINGS

5.1 The contractor shall furnish detailed shop drawings of the tank and of the foundation. Shop drawings shall be sealed by a professional Engineer registered in the state of Missouri.

6. EXPERIENCE

6.1 Bids will be received only from experienced tank contractors who have furnished and erected at least five tanks of equal or greater capacity. A letter shall accompany the bid listing five such tanks, including the name of the owner, the size, the location, and the year completed.

7. TESTING

7.1 After the tank is cleaned and painted, it shall be filled with clean water furnished in the tank by the Owner. The Contractor shall be responsible for all work required to fill the tank with water provided by the Owner. Any leaks that are disclosed by this test in the shell or bottom of the tank shall be repaired by chipping out any defective welds and then rewelding. No repair work shall be done on any joint unless the water in the tank is at least two feet below the joint being repaired.

7.2 Disposing of the test water shall be performed by the Contractor. Owner shall furnish first filling, Contractor shall furnish water for secondary filling.

8. DRAWINGS

8.1 After the award of the contract, the Contractor shall prepare and submit drawings to the Owner or his Engineer for review and approval.

9. GUARANTEE

9.1 The tank Contractor shall guarantee the structure against any defect in materials or workmanship for a period of one year from the date of completion. In case any such defect shall appear and is reported in writing to the Contractor during the guarantee period, the Contractor shall make the necessary repairs without charge to the Owner.

10. FOUNDATIONS

10.1 Foundations shall be designed by an Engineer registered in the State of Kansas and furnished by the tank Contractor.

10.2 The foundation construction drawings shall be prepared by the tank Contractor and submitted for review and final review by the Engineer. These drawings will be returned to the Contractor within two (2) weeks after submittal.

10.3 Each Bidder shall submit with his proposal a design sketch of the foundation he proposes to furnish.

10.4 The tank Contractor shall furnish the necessary anchor bolts for installation in the foundation.

11. MEASUREMENT AND PAYMENT

- 11.1 Measurement: Scope of work shall be measured lump sum for each portion stated in the bid schedule and shall include all incidental and sundry elements requisite to the bid item.
- 11.2 Payment: Shall be at the lump sum price stated for each item in the bid schedule and shall be considered total payment for all major and incidental items necessary to perfect the contract.

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 All control circuits shall operate at a nominal voltage not to exceed 120 volts to ground and shall be obtained from a fused 120 volt circuit or a transformer with an isolated secondary winding, with primary power taken from a source on the load side of the main disconnect device. One side of the control circuit shall be grounded, and the ungrounded side shall be properly fused at the point of transformation or supply.
- 1.2.5 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.
- 1.2.6 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.
- 1.2.7 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:

Electrical service to new control building, pumps, controls, electrical generator, lighting, receptacle, control valves, and any other electrical work required to complete project.

- 4.1.1 Service to the building will be 277/480 volt 4 wire 3 phase 60 cycle.
- 4.1.2 The service entrance, building, light, receptacle, etc.
- 4.1.3 The complete conduit and wiring system for control panel and well pumps
- 4.1.4 Disconnect switches, panel boards, transformer, generator, etc.
- 4.1.5 The auto dialer and telephone service
- 4.1.6 Control valve

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 The Contractor shall review the plans of all phases of this project and shall adjust his work to conform to all conditions indicated thereon.
- 5.3 All modifications or relocations shall be approved by the Engineer prior to actual work.
- 5.4 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.
- 5.5 Three 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, fixture, etc. The Engineer will subsequently review all data presented and will make the necessary approval in writing.
- 5.6 After approval is granted on material and equipment, the Contractor may the install the equipment in the project.
- 5.7 Contractor shall submit as build drawings of their installation.

LIGHTING FIXTURES16502

1. GENERAL

1.1 All light fixtures and lamps shall be as scheduled herein, or as approved.

2. MATERIALS

2.1 Lighting Schedule:

**Lighting Schedule
Airport Refueling Canopy**

Symbol	Description	Qty	Manufacturer
L1	LED Vapor Tight . 4' Shop Light. 47 W	4	Maxlite 111226
L2	External wall mount security light	2	Nextgen IV Series
L3	Pole mounted LED Security light, 200 W	4	LED MO Parking Lot Light
*	FAA warning beacon on each L3	4	Interteck

2.2 Lenses: All lensed fixtures shall have extruded or injection molded virgin acrylic lenses as specified.

3. INSTALLATION

3.1 Surface mounted light fixtures shall be rigidly secured to ceiling members. Light fixture supports shall be installed every 4'-0" maximum two hangers at each support point. A 1



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 26, 2025**

Department Housing

Director Approval April Nutt

AGENDA ITEM Consider releasing a 2nd Mortgage for 1906 Bradley Court.

SUMMARY RECOMMENDATION City staff recommends approval.

BACKGROUND The Eisenhower Subdivision provided a subsidy for the cost of the infrastructure that had a seven-year compliance period that expires on June 27, 2025. The home at 1906 Bradley Court met the requirements to have the 2nd mortgage released.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to authorize the Mayor to sign a Release of Mortgage for the property located at 1906 Bradley Court.

SUPPORTING DOCUMENTS

1. City-mortgage release-
2. 1906 Bradley Court Second Mortgage

Release of Mortgage

Comes Now, the City of Independence, Kansas, as Mortgagee, and hereby releases that Second Mortgage described as follows for the reason that it has been fully satisfied according to its terms and conditions:

Mortgagor: Joseph Carl Thornburg, a single person

Mortgagee: City of Independence, Kansas

Date: June 27, 2018

Recorded: Book 672 at Page 453

Legal Description: Lot 4, Block 1, Eisenhower Addition, a Replat of Lots 7 and 8, Block 3, Lot 7, Block 4, a portion of Lot 8, Block 4, a portion of vacated Lots 9 and 10, Block 3 and Lots 9 and 10, Block 4, Highland Park Addition, and a portion of the SE/4 of the SE/4 of Section 24, Township 32, Range 15 East of the 6th P.M., all in the City of Independence, Montgomery County, Kansas

City of Independence, Kansas

By: _____
W.S. Smith, Mayor

Attest:

David W. Schwenker, City Clerk

ACKNOWLEDGMENTS

State of Kansas)
) ss:
County of Montgomery)

BE IT REMEMBERED that on the _____day of _____, 2025,
before me a Notary Public, in and for the County and State aforesaid, came W. S. Smith,
Mayor and David W. Schwenker, City Clerk both for the City of Independence, Kansas, who
are personally known to me to be the same persons who executed the above and foregoing
instrument of writing and said persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed to my name and affixed my
official seal the day and year last above written.

Notary Public

My commission expires:

SECOND MORTGAGE

THIS INDENTURE is made on the 27th day of June, 2018, between Joseph Carl Thornburg, a single person, of Montgomery County, Kansas hereafter Mortgagor, and the City of Independence, Kansas, hereafter Mortgagee, as follows:

Mortgagor, in consideration of the sum of \$31,600, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Mortgagee, its heirs, successors and assigns, a second mortgage lien on the following described real estate: ✓

Lot 4, Block 1, Eisenhower Addition, a Replat of Lots 7 and 8, Block 3, Lot 7, Block 4, a portion of Lot 8, Block 4, a portion of vacated Lots 9 and 10, Block 3, and Lots 9 and 10, Block 4, Highland Park Addition, and a portion of the SE/4 of the SE/4 of Section 24, Township 32, Range 15 East of the 6th P.M., all in the City of Independence, Montgomery County, Kansas (commonly known as 1906 Bradley Court, Independence, Kansas)

To have and to hold the same, together with all hereditaments and appurtenances thereto.

This second mortgage is granted by Mortgagor to secure the Forgivable Inducement Loan Agreement of the same date. Should Mortgagor fail to abide by the terms and conditions of the Forgivable Inducement Loan Agreement, Mortgagee, in its sole discretion, shall be entitled to foreclose its second mortgage lien on the above described real estate according to law.

IN WITNESS WHEREOF, Mortgagor has hereunto set its hand the day and year first above written.



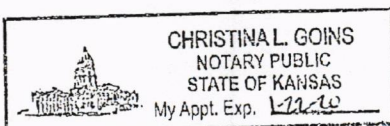
Joseph Carl Thornburg, a single person

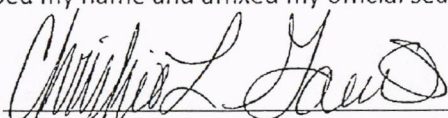
ACKNOWLEDGMENT

State of Kansas)
) ss:
County of Montgomery)

BE IT REMEMBERED that on the 27th day of June, 2018, before me a Notary Public, in and for the County and State aforesaid, came Joseph Carl Thornburg, a single person, who is personally known to me to be the same person who executed the above and foregoing instrument of writing and said person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.





Notary Public

Security 1st \$38
220017 15.80
27 00



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 26, 2025

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider closing the 600 block of South 8th Street for the Montgomery Place 4th of July party on July 2, 2025.

SUMMARY RECOMMENDATION The City Staff recommends approving the street closure.

BACKGROUND

Montgomery Place has submitted a request to the City of Independence to close the 600 block of South 8th Street on July 2, 2025, in order to host their annual Fourth of July celebration. The requested closure is scheduled between 4:00 p.m. and 8:00 p.m.

Montgomery Place will be responsible for setting up and removing the necessary barricades. The barricades will be placed in a manner that ensures the resident at 601 S. 8th Street retains access to their driveway during the event.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to approve the street closure of the 600 blk of South 8th Street on July 2, 2025, between 4 pm and 8 pm.

SUPPORTING DOCUMENTS

1. 614 S. 8th Street

W BIRCH ST

601

Barricades

613

S 8TH ST

617

623

629

614

Barricades

W EDISON ST



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 26, 2025**

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider condemnation of 512 W. Myrtle Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City staff recommend condemnation as dangerous and unsafe.

BACKGROUND On December 12, 2024, the City Commission voted to adjourn the condemnation hearing to June 26, 2025. The property owner was instructed to meet with the Building Inspector, submit a detailed timeline of proposed repairs, and initiate either the repair or removal of the structure. To date, the owner has failed to provide a repair timeline or begin any corrective actions. Based on these circumstances, staff recommends that the structure be condemned as dangerous and unsafe.

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

SUGGESTED MOTION I move to adopt a resolution condemning 512 W. Myrtle Street as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. RESOLUTION 2025-027 - CONDEMNATION - DAYS - 512 W Myrtle
2. 512 W. Myrtle - Notice P-H 06262025
3. 512 W. Myrtle Parcel
4. 512 W. Myrtle

RESOLUTION NO. 2025-027

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

Legal Description

The East Half of Lots 6 and 7, and the East Half of the South Half of Lot 8, Block 35 of the Original City of Independence, Montgomery County, Kansas.

Common Address

512 W Myrtle Street

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 23rd day of October 2024, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2024—032**, dated **October 23, 2024**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **October 31, 2024 and November 7, 2024**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

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

Legal Description

The East Half of Lots 6 and 7, and the East Half of the South Half of Lot 8, Block 35 of the Original City of Independence, Montgomery County, Kansas.

Common Address

512 W Myrtle Street

Mortgage

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

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

Adopted this 26th day of June, 2025.

(SEAL)

Mayor

City Clerk



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

May 26, 2025

Chris Bridgeman
300 S. 12th Street
Independence, KS 67301

RE: Notice of Public Hearing – June 26, 2025
Property Address: 512 West Myrtle Street, Independence, Kansas

Dear Mr. Bridgeman,

The City of Independence Commission previously adjourned the condemnation proceedings for the property located at 512 West Myrtle Street in order to allow you additional time to complete necessary repairs to the structure. During the Commission meeting, you indicated your intent to address the following issues:

1. Removal of debris, trash, and overgrown vegetation from the exterior
2. Repair of broken windows and doors
3. Rehabilitation of the upper-story apartment
4. Repair of the hole in the exterior wall

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

Public Hearing Details:

- **Date:** Thursday, June 26, 2025
- **Time:** 5:30 PM
- **Location:** City Commission Room, 120 N. 6th Street, Independence, KS

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

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

Thank you for your attention to this matter.
Sincerely,

David Cowan
City of Independence, Kansas

120 N. 6th Street
Independence, Kansas 67301

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The Parcel Number for this Property is 063-087-36-0-10-02-007.00-0
Quick Ref ID: 3732

Owner Information

Owner Name	CHOUINARD, MILTON J & BEVERLY J
Address	Attn: CHRISTOPHER HASTINGS 2410 GARY AVE INDEPENDENCE, KS 67301
Owner Name	HASTINGS, CHRISTOPHER
Address	2410 GARY AVE INDEPENDENCE, KS 67301

Property Situs Address

Address	512 W MYRTLE ST, Independence, KS 67301
----------------	---

Land Based Classification System

Function	Duplex
Activity	Household activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	2
Zoning	
Neighborhood	108.A
Tax Unit Group	108

Property Factors

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

2024 Appraised Value

Class	Land	Building	Total
Residential - R	12,380	6,500	18,880
Total	12,380	6,500	18,880

2023 Appraised Value

Class	Land	Building	Total
Residential - R	12,370	5,870	18,240
Total	12,370	5,870	18,240

Tract Description

ORIG PLAT, S36, T32, R15, E/2 LTS 6 & 7; E/2 S/2 LT 8 BLK 35; Lot Width: 070.0 Lot Depth: 150.0 Plat Book/Page 1 /6&7 Deed Book/Page 315 /080

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
315	/080						

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	10500										12,380

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Town House, End Unit	Arch Style	Old Style
Quality	AV-	Bsmt Type	Crawl - 2
Year Built	1910	Total Rooms	10
Eff Year		Bedrooms	3
MS Style		Family Rooms	
LBCSStruct	2 units (duplex)	Full Baths	2
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	2,214	Foundation	Stone - 4
Main Floor Living Area	1,203		
Upper Floor Living Area Pct.	84		
CDU	VP		
Phys/Func/Econ	VP-/ /		
Ovr Pct Gd/RCN	/206,970		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components

Code	Units	Pct	Quality	Year
Wood Deck (SF) with Roof	91			
Frame, Siding/Shingle		100		
Raised Subfloor (% or SF)		100		
Plumbing Fixtures (#)	10			
Automatic Floor Cover Allowance				
Wood Deck (SF) with Roof	340			
Composition Shingle		100		
Wall Furnace		100		
Plumbing Rough-ins (#)	1			
Wood Deck (SF)	49		3	2002

Building Improvements

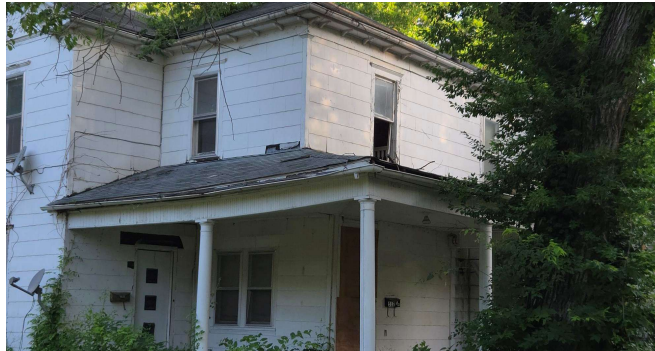
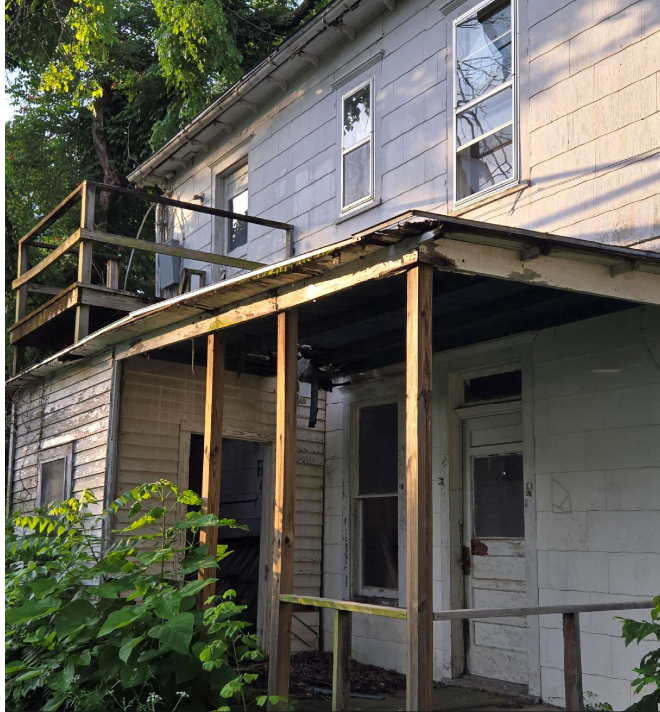
Id	Occupancy	MSCls	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
44	Tool Shed	D	1.00	1	1930			352	76	8	22 X 16	1	2	2					4,810	6	290

Building Improvement Components

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

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512 W. Myrtle



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 26, 2025**

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider the condemnation of 208 S. 16th Street as dangerous and unsafe.

SUMMARY RECOMMENDATION Staff recommends condemnation as dangerous and unsafe.

BACKGROUND On December 12, 2024, the City Commission voted to adjourn the condemnation hearing to June 26, 2025. The property owner was instructed to meet with the Building Inspector, submit a detailed timeline of proposed repairs, and initiate either the repair or removal of the structure. To date, the owner has failed to provide a repair timeline or begin any corrective actions. A review of the structure on June 16, 2025, staff noticed the foundation appears to be failing on the West and South side of the building and that there appears to be water damage inside the structure. Based on these circumstances, staff recommends that the structure be condemned as dangerous and unsafe.

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

SUGGESTED MOTION I move to adopt a resolution to condemn 208 S. 16th Street as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. RESOLUTION 2025-028 - CONDEMNATION - DAYS - 208 S 16th
2. 208 S. 16th - Notice of P-H June 26, 2025
3. 208 S. 16TH Parcel
4. 208 S 16

RESOLUTION NO. 2025-028

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

Legal Description

Lot 51, Glenwood Addition to the City of Independence, Montgomery County, Kansas.

Common Address

208 S 16th St.

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 23rd day of October 2024, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2024—032**, dated **October 23, 2024**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **October 31, 2024 and November 7, 2024**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

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

Legal Description

Lot 51, Glenwood Addition to the City of Independence, Montgomery County, Kansas.

Common Address

208 S 16th St.

Mortgage

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

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

Adopted this 26th day of June, 2025.

(SEAL)

Mayor

City Clerk



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

May 26, 2025

Donnelly Properties, LLC
5207 CR 5700
Cherryvale, Ks. 67335

RE: Notice of Public Hearing June 26, 2025
Located at: 208 S. 16th Street – Independence Kansas

Dear Justin:

The City of Independence Commission previously adjourned the condemnation proceedings for the property located at **208 S. 16th Street** in order to allow you additional time to complete necessary repairs to the structure. During the Commission meeting, you indicated your intent to address the following issues:

1. Clean up the exterior of debris, trash, and vegetation
2. Fix broken windows and doors
3. Rehab the structure for a rental property

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

Public Hearing Details:

- Date: **June 26, 2024**
- Time: **5:30 PM**
- Location: **120 N. 6th Street – City Commission Room**

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

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

Thank you for your attention to this matter.

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



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

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The Parcel Number for this Property is 063-087-36-0-10-23-005.00-0
Quick Ref ID: 3932

Owner Information

Owner Name	DONNELLY PROPERTIES, LLC
Address	5207 CR 5700 CHERRYVALE, KS 67335

Property Situs Address

Address	208 S 16TH ST, Independence, KS 67301
----------------	---------------------------------------

Land Based Classification System

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

General Property Information

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

Property Factors

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

2024 Appraised Value

Class	Land	Building	Total
Residential - R	4,470	20,050	24,520
Total	4,470	20,050	24,520

2023 Appraised Value

Class	Land	Building	Total
Residential - R	4,470	18,660	23,130
Total	4,470	18,660	23,130

Tract Description

GLENWOOD ADD, S36, T32, R15, Lot 51, Lot Width: 050.0 Lot Depth: 150.0 Plat Book/Page A /5 Deed Book/Page 636 /1445 608 /268 607 /1114 607 /632 583 /603 550 /124 534 /079 533 /170 376 /055 360 /068

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
735	678	636	1445	608	268	607	1114

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	7500										4,470

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Bungalow
Quality	FR	Bsmt Type	Partial - 3
Year Built	1915	Total Rooms	7
Eff Year		Bedrooms	2
MS Style	1 1/2 Story Finished	Family Rooms	
LBCSStruct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	1,409	Foundation	Block - 3
Main Floor Living Area	1,258		
Upper Floor Living Area Pct.	12		
CDU	FR		
Phys/Func/Econ	FR-/ /		
Ovr Pct Gd/RCN	/157,170		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components

Code	Units	Pct	Quality	Year
Raised Enclosed Porch (SF), Solid Walls	154			
Frame, Siding, Metal		100		
Total Basement Area (SF)	524			
Floor Furnace		100		
Plumbing Rough-ins (#)	1			
Wood Deck (SF) with Roof	96			
Galvanized Metal		100		
Raised Subfloor (% or SF)		100		
Plumbing Fixtures (#)	5			
Automatic Floor Cover Allowance				

Building Improvements

Id	Occupancy	MSCIs	Rank	Qty	Yr Bld	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Clis	RCN	%Gd	Value
71	Tool Shed	D	1.00	1	1940			234	62	8	18 X 13	1	1	1					3,460	2	70
05	Site Improvements	P	1.00	1	2000			360		10	20 X 18	1	0	0					4,550	0	0

Building Improvement Components

Id	Code	Units	Pct	Size	Other	Rank	Year
71	Single -Wall-Boards on Wood		100				
05	Carport, Flat or Shed Roof	360					

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208 S. 16th



208 S. 16th



REQUEST FOR COMMISSION ACTION CITY OF INDEPENDENCE

June 26, 2025

Department Admin

Director Approval David Cowan

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

SUMMARY RECOMMENDATION Staff recommends condemnation as dangerous and unsafe.

BACKGROUND On December 12, 2024, the City Commission voted to adjourn the condemnation hearing to June 26, 2025 at 5:30 PM. The property owner was instructed to meet with the Building Inspector, submit a detailed timeline of proposed repairs, and initiate either the repair or removal of the structure. The garage/shop roof structure has collapsed and only the walls are standing. To date, the owner has failed to provide a repair timeline or begin any corrective actions. Based on these circumstances, the staff recommends that the structure be condemned as dangerous and unsafe.

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

SUGGESTED MOTION I move to adjourn the hearing to consider condemnation of 314 N. 5th Street as dangerous and unsafe to July 10, 2025, at 5:30 p.m.

SUPPORTING DOCUMENTS

1. RESOLUTION 2025-029 - CONDEMNATION - DAYS - 314 N 5th
2. 314 N. 5th - Notice of P-H 06262025
3. 314 N. 5TH PARCEL
4. 314 N 5TH

RESOLUTION NO. 2025-029

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

Legal Description

Lot 9, Block 21, Original City of Independence, Montgomery County, Kansas.

Common Address

314 N 5th St.

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 23rd day of October 2024, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2024—032**, dated **October 23, 2024**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **October 31, 2024 and November 7, 2024**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

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

Legal Description

Lot 9, Block 21, Original City of Independence, Montgomery County, Kansas.

Common Address

314 N 5th St.

Mortgage

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

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

Adopted this 26th day of June, 2025.

(SEAL)

Mayor

City Clerk



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

May 26, 2025

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

RE: Notice of Public Hearing June 26, 2024
Located at: 314 N. 5th Street – Independence Kansas

Dear Eric:

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

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

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

Public Hearing Details:

- **Date:** Thursday, June 26, 2025
- **Time:** 5:30 PM
- **Location:** City Commission Room, 120 N. 6th Street, Independence, KS

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

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

Thank you for your attention to this matter.
Sincerely,

David Cowan
City of Independence, Kansas

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

Owner Information

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

Property Situs Address

Address	314 N 5TH ST, Independence, KS 67301
----------------	--------------------------------------

Land Based Classification System

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

General Property Information

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

Property Factors

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

2024 Appraised Value

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

2023 Appraised Value

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

Tract Description

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

Deed Information

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

Market Land Information

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

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Bungalow
Quality	LO+	Bsmt Type	Full - 4
Year Built	1900	Total Rooms	4
Eff Year		Bedrooms	2
MS Style	One Story	Family Rooms	
LBCSStruct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	988	Foundation	Stone - 4
Main Floor Living Area	988		
Upper Floor Living Area Pct.			
CDU	PR		
Phys/Func/Econ	PR/ /		
Ovr Pct Gd/RCN	/133,090		
Remodel	1993		
Percent Complete			
Assessment Class			
MU CIs/Pct			

Dwelling Components

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

Building Improvements

Id	Occupancy	MSCIs	Rank	Qty	Yr BIt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	CIs	RCN	%Gd	Value
73	Tool Shed	C	1.00	1	1940			480	88	8	20 X 24	1	1	2					9,310	4	370
56	Tool Shed	D	1.00	1	1940			288	72	8	24 X 12	1	1	1					4,130	2	80

Building Improvement Components

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

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TECHNOLOGIES



314 N. 5th



314 N. 5th



314 N. 5th



REQUEST FOR COMMISSION ACTION CITY OF INDEPENDENCE

June 26, 2025

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider condemnation of 620 W. Chestnut Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City staff recommends adjourning the hearing based on the work that has been observed at the residence.

BACKGROUND On June 16, 2025, City staff conducted an exterior inspection of the property and observed that all debris and trash had been removed. Hardboard material had been applied to the exterior of the foundation, sealing the masonry wall. However, City staff was unable to verify whether repairs to the basement foundation wall have been completed. Based on the property owner's explanation at the hearing of the work performed to date, City staff recommends adjourning the hearing and/or scheduling an interior inspection to confirm completion of the necessary repairs.

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

SUGGESTED MOTION I move to adjourn the hearing to consider condemnation of 620 W. Chestnut Street as dangerous and unsafe to September 25, 2025, at 5:30 p.m.

SUPPORTING DOCUMENTS

1. 620 W. Chestnut - Notice of P-H 06262025
2. 620 W. CHESTNUT PARCEL
3. 620 W CHESTNUT



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

May 26, 2025

Divine Equity Consultants, LLC
4010 Foothills Blvd
Roseville, CA. 95747

JoyCo Property Management
106 E. Myrtle
Independence, Ks. 67301

RE: Notice of Public Hearing June 26, 2024
Located at: 620 W. Chestnut Street – Independence, Kansas

Dear Sir:

The City of Independence Commission previously adjourned the condemnation proceedings for the property located at **620 W. Chestnut Street** in order to allow you additional time to complete necessary repairs to the structure. During the Commission meeting, you indicated your intent to address the following issues:

1. Clean up the exterior of debris, trash, and vegetation
2. Clean up the interior of debris and trash
3. Fix the foundation issues
4. Structure ready to rent

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

Public Hearing Details:

- **Date:** Thursday, June 26, 2025
- **Time:** 5:30 PM
- **Location:** City Commission Room, 120 N. 6th Street, Independence, KS

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

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

Thank you for your attention to this matter.
Sincerely,

David Cowan
City of Independence, Kansas

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The Parcel Number for this Property is 063-087-25-0-40-30-006.00-0
Quick Ref ID: 3431

Owner Information

Owner Name	DIVINE EQUITY CONSULTANTS, LLC
Address	4010 FOOTHILLS BLVD ROSEVILLE, CA 95747

Property Situs Address

Address	620 W CHESTNUT ST, Independence, KS 67301
----------------	---

Land Based Classification System

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

General Property Information

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

Property Factors

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

2024 Appraised Value

Class	Land	Building	Total
Residential - R	10,310	46,300	56,610
Total	10,310	46,300	56,610

2023 Appraised Value

Class	Land	Building	Total
Residential - R	10,310	43,570	53,880
Total	10,310	43,570	53,880

Tract Description

ORIG PLAT, S25, T32, R15, ACRES 0.13, W 45' LOTS 6 & 7 BLK 12; Lot Width: 045.0 Lot Depth: 120.0 Plat Book/Page 1 /6&7 Deed Book/Page 718 /369 718 /360 708 /086 594 /641 489 /444 483 /195 331 /198

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
718	369	718	360	708	086	594	641

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	5462										10,310

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Bungalow
Quality	FR	Bsmt Type	Partial - 3
Year Built	1920	Total Rooms	7
Eff Year		Bedrooms	4
MS Style	1 1/2 Story Finished	Family Rooms	
LBCSStruct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	1,667	Foundation	Brick - 5
Main Floor Living Area	1,323		
Upper Floor Living Area Pct.	26		
CDU	FR		
Phys/Func/Econ	FR-/ /		
Ovr Pct Gd/RCN	/190,990		
Remodel	2001		
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components

Code	Units	Pct	Quality	Year
Enclosed Wood Deck (SF), Solid Wall	168			
Metal, Formed Seams		100		
Raised Subfloor (% or SF)		100		
Plumbing Fixtures (#)	5			
Automatic Floor Cover Allowance				
Frame, Siding, Vinyl		100		
Total Basement Area (SF)	783			
Warmed & Cooled Air		100		
Plumbing Rough-ins (#)	1			
Open Slab Porch (SF)	168			2 1960

Building Improvements

Id	Occupancy	MSCls	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
01	Residential Garage - Detached	D	1.00	1	1950			320	72	8	20 X 16	1	1	2					11,430	4	460

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620 W. Chestnut





620 W. Chestnut



REQUEST FOR COMMISSION ACTION CITY OF INDEPENDENCE

June 26, 2025

Department Admin

Director Approval David Cowan

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

SUMMARY RECOMMENDATION City Staff recommends adjourning the public hearing.

BACKGROUND On March 27, 2025, the City Commission adjourned the hearing for 60 days to allow the owner to continue work on the structure. The owner continues to work with the building inspector as he makes repairs. The owner is making repairs as he has the finances available to purchase the needed materials. The building inspector recommends adjourning the hearing for 90 days or until September 25, 2025.

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

SUGGESTED MOTION I move to adjourn the public hearing to consider condemnation of 817 W. Cottonwood Street as dangerous and unsafe until September 25, 2025 at 5:30 p.m.

SUPPORTING DOCUMENTS

1. 817 W. Cottonwood St. - Notice of P-H 06262026
2. 817 W COTTONWOOD



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

May 26, 2025

Santos Gonzales
915 W. Pine
Independence, Ks. 67301

**RE: Notice of Public Hearing:
817 W. Cottonwood Street – Independence, Kansas**

Dear **Sir**:

The City of Independence Commission previously adjourned the condemnation proceedings for the property located at 817 W. Cottonwood in order to allow you additional time to complete necessary repairs to the structure. During the Commission meeting, you indicated your intent to address the following issues:

1. Fix Exterior of house, siding, windows, doors
2. Rehabilitation of the interior of the house

You have stayed in contact with the building inspector, and he reports work continues on the house and recommends adjourning the Public Hearing.

Public Hearing Details:

- **Date:** Thursday, June 26, 2025
- **Time:** 5:30 PM
- **Location:** City Commission Room, 120 N. 6th Street, Independence, KS

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

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

Thank you for your attention to this matter.
Sincerely,

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





REQUEST FOR COMMISSION ACTION CITY OF INDEPENDENCE

June 26, 2025

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider the condemnation of 1204 W. Myrtle Street as dangerous and unsafe

SUMMARY RECOMMENDATION City Staff recommends condemnation as dangerous and unsafe.

BACKGROUND On January 9, 2025, the City Commission heard testimony from the family residing at 1204 W. Myrtle. The residents indicated they had begun repairs to the structure, including roof repairs, removal of yard debris, and exterior improvements. However, a review of utility records shows that water service to the property was discontinued on April 30, 2025. Based on these findings, City staff recommends that the structure be condemned as dangerous and unsafe, and that the residence be vacated.

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

SUGGESTED MOTION I move to adopt a resolution condemning 1204 W. Myrtle as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. RESOLUTION 2025-030 - CONDEMNATION - DAYS - 1204 W Myrtle
2. 1204 W. Myrtle - Notice P-H 06262025
3. 1204 W. MYRTLE PARCEL
4. 1204 W. Myrtle

RESOLUTION NO. 2025-030

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

Legal Description

Lot 11, McLaughlins Addition to the City of Independence, Montgomery County, Kansas.

Common Address

1204 W Myrtle St.

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 23rd day of October 2024, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2024—034**, dated **October 23, 2024**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **October 31, 2024 and November 7, 2024**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

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

Legal Description

Lot 11, McLaughlins Addition to the City of Independence, Montgomery County, Kansas.

Common Address

1204 W Myrtle St.

Mortgage

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

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

Adopted this 26th day of June, 2025.

(SEAL)

Mayor

City Clerk



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

May 26, 2025

Paulette Hansen
1204 W. Myrtle
Independence, Ks. 67301

**RE: Notice of Public Hearing:
1204 W. Myrtle – Independence, Kansas**

The City of Independence Commission previously adjourned the condemnation proceedings for the property located at **1204 W. Myrtle** in order to allow you additional time to complete necessary repairs to the structure. During the Commission meeting, you indicated your intent to address the following issues:

1. Fix the roof with multiple holes
2. Clean the exterior of the house and remove debris, trash and other unsightly debris
3. Repair the exterior of the house including any broken windows, doors or other exterior issues.
4. The house is habitable by code with water and utility service

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

Public Hearing Details:

- **Date:** Thursday, June 26, 2025
- **Time:** 5:30 PM
- **Location:** City Commission Room, 120 N. 6th Street, Independence, KS

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

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

Thank you for your attention to this matter.
Sincerely,

David Cowan
City of Independence, Kansas

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The Parcel Number for this Property is 063-087-36-0-20-02-021.00-0
Quick Ref ID: 4213

Owner Information

Owner Name	HANSEN, PAULETTE
Address	1204 W MYRTLE ST INDEPENDENCE, KS 67301

Property Situs Address

Address	1204 W MYRTLE ST, Independence, KS 67301
----------------	--

Land Based Classification System

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

General Property Information

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

Property Factors

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

2024 Appraised Value

Class	Land	Building	Total
Residential - R	2,190	4,190	6,380
Total	2,190	4,190	6,380

2023 Appraised Value

Class	Land	Building	Total
Residential - R	770	1,460	2,230
Total	770	1,460	2,230

Tract Description

MCLAUGHLIN ADD, S36, T32, R15, Lot 11, Lot Width: 050.0 Lot Depth: 140.0 Plat Book/Page 4 /28 Deed Book/Page 714 /809 677 /370 676 /757 542 /636 477 /010 474 /423 391 /721 337 /374

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
714	809	677	370	676	757		

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	7000				8	50					2,190

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Bungalow
Quality	LO+	Bsmt Type	Full - 4
Year Built	1900	Total Rooms	5
Eff Year		Bedrooms	2
MS Style	1 1/2 Story Unfinished	Family Rooms	
LBCSStruct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	1,006	Foundation	Brick - 5
Main Floor Living Area	1,006		
Upper Floor Living Area Pct.			
CDU	VP		
Phys/Func/Econ	VP/ /		
Ovr Pct Gd/RCN	/139,720		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components

Code	Units	Pct	Quality	Year
Wood Deck (SF) with Roof	200			
Composition Shingle		100		
Raised Subfloor (% or SF)		100		
Plumbing Fixtures (#)	5			
Automatic Floor Cover Allowance				
Frame, Siding, Wood		100		
Total Basement Area (SF)	1,006			

Warmed & Cooled Air		100		
Plumbing Rough-ins (#)	1			
Wood Deck (SF)	36		1	1994
Open Slab Porch (SF)	200			

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1204 W. Myrtle



1204 W. Myrtle



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 26, 2025

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider a resolution to rescind the condemnation action of 617 N. 16th Street.

SUMMARY RECOMMENDATION City staff recommends the City Commission rescind the condemnation of 617 N. 16th Street.

BACKGROUND

On December 19, 2024, the City Commission of Independence, Kansas, declared the property located at 617 N. 16th Street to be dangerous and unsafe and adopted a resolution condemning the structure. However, the Commission granted the property owner an opportunity to voluntarily remove the structure and abate the hazardous conditions.

The property owner has since complied with the Commission's directive by successfully removing the condemned structure and clearing the lot of all debris. As the property no longer poses a threat to health, safety, or welfare, it is appropriate to formally rescind the condemnation action.

To facilitate the clearing of the title and properly document the remediation of the property, it is recommended that the City Commission adopt a resolution rescinding the original condemnation action. Upon adoption, this resolution will be recorded with the Montgomery County Register of Deeds to reflect the updated status of the property.

FINANCIAL INFORMATION There is no financial impact to the City.

SUGGESTED MOTION I move to adopt a resolution rescinding previous resolutions which condemned the structure at 617 N. 16th Street as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. RESOLUTION 2025-031 - RESCIND CONDEMNATION - 617 N 16th
2. 617 N. 16TH PARCEL
3. 617 N. 16th St. - Notice of Public Hearing 06262025
4. 617 N. 16th Photo

RESOLUTION NO. 2025-031

A RESOLUTION RESCINDING A PREVIOUS RESOLUTION WHICH SET A HEARING DATE TO CONSIDER CONDEMNATION

WHEREAS, the Governing Body of the City of Independence, Kansas, previously adopted a resolution setting a hearing to consider condemning certain property located within the City as being dangerous and unsafe;

AND WHEREAS, the owner of said property has taken steps to make repairs and/or improvements to the property.

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

The resolution setting a hearing to consider condemning the following described property as being dangerous and unsafe is hereby rescinded and the property is released from all condemnation proceedings:

Legal Description

Lot 3, Caverts Addition to the City of Independence, Montgomery County, Kansas

Common Address

617 N 16th Street

Mortgage

Adopted this 26th day of June, 2025.

(SEAL)

Mayor

City Clerk

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The Parcel Number for this Property is 063-087-25-0-40-21-011.00-0
Quick Ref ID: 3343

Owner Information

Owner Name	RUSSELL, RUSTY & JULIE
Address	923 W COTTONWOOD INDEPENDENCE, KS 67301

Property Situs Address

Address	617 N 16TH ST, Independence, KS 67301
----------------	---------------------------------------

Land Based Classification System

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

General Property Information

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

Property Factors

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

2024 Appraised Value

Class	Land	Building	Total
Residential - R	1,620	2,240	3,860
Total	1,620	2,240	3,860

2023 Appraised Value

Class	Land	Building	Total
Residential - R	1,460	2,020	3,480
Total	1,460	2,020	3,480

Tract Description

CAVERTS 1ST ADD, S25, T32, R15, Lot 3, 5983 SQUARE FEET, Lot Width: 050.0 Lot Depth: 115.0 Plat Book/Page 4 /23 Deed Book/Page 693 /763 535 /587 518 /335 429 /413 415 /195 406 /049 209 /552

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
693	763	693	763				

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	vacant- 2	5983										1,620

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Old Style
Quality	FR	Bsmt Type	Crawl - 2
Year Built	1895	Total Rooms	6
Eff Year		Bedrooms	3
MS Style	1 1/2 Story Finished	Family Rooms	
LBCSStruct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	1,119	Foundation	Brick - 5
Main Floor Living Area	704		
Upper Floor Living Area Pct.	59		
CDU	VP-		
Phys/Func/Econ	VP- / /		
Ovr Pct Gd/RCN	/111,880		
Remodel	NEW VINYL, WINDOWS		
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components

Code	Units	Pct	Quality	Year
Wall Furnace		100		
Wood Deck (SF) with Roof	110			
Composition Shingle		100		
Plumbing Fixtures (#)	5			
Automatic Floor Cover Allowance				
Enclosed Wood Deck (SF), Solid Wall	64			
Frame, Siding, Vinyl		100		

Raised Subfloor (% or SF)		100		
Plumbing Rough-ins (#)		1		

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

May 26, 2025

Rusty & Julie Russell
923 W. Cottonwood
Independence, Ks. 67301

**RE: Notice of Public Hearing:
617 N. 16th – Independence, Kansas**

Dear Rusty:

The City of Independence Commission previously adjourned the condemnation proceedings for the property located at **617 N. 16th Street** in order to allow you additional time to remove the structure.

It came to our attention that you have removed the structure, and I will obtain documentation of that for the record.

On June 26, 2025, I will ask the Commission to rescind the condemnation process of 617 N. 16th Street.

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

Thank you for your attention to this matter.

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





**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 26, 2025**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider setting the date of August 28, 2025, for a Public Hearing to consider the condemnation of 1228 N. Penn Ave as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends setting a Public Hearing.

BACKGROUND

On January 11, 2025, a fire occurred at KWASH, located at 1228 N. Penn Avenue. The incident caused significant damage to the car wash equipment and resulted in smoke damage throughout the building. The City was subsequently contacted by the insurance company, which reported that the damage was extensive. As a result, the insurer determined the structure to be a total loss and is settling the claim with the insured on that basis.

However, the insurance settlement will not cover the cost of repairs to restore the building. The insurance company indicated it would issue a payment to cover the demolition and removal of the structure, should the property owner fail to initiate timely repair or removal. Based on this information, the City recommends commission action to proceed with condemnation of the fire-damaged building.

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

SUGGESTED MOTION I move to adopt a resolution setting the date of August 28, 2025 at 5:30 PM for a Public Hearing to consider the condemnation of 1228 N. Penn Ave as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. RESOLUTION 2025-032 - CONDEMNATION - PH - 1228 N Penn
2. Notice - Setting Date of Public Hearing - 1228 N. Penn 06022025
3. Parcel 1228 N. Penn
4. 3135442_OE_Report
5. 1228 N. Penn

RESOLUTION NO. 2025-032

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

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 26th day of June 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

Legal: Lot 6, except the West 25 feet thereof, and the vacated street adjoining Lot 6 on the North side; and Lots 7 and 8, all in Block 2, Maywood Addition to the City of Independence, Montgomery County, Kansas.

Common Address: 1228 N. Penn Ave.

Mortgage:

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

That a public hearing will be held on Thursday, **August 28, 2025** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

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

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

Adopted this 26th day of June 2025.

(SEAL)

Mayor

City Clerk



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

June 2, 2025

Journot 5, LLC
4024 CR 3960
Independence, Ks. 67301

Subject: Public Hearing Notice Regarding Property at 1228 N. Penn "KWASH" – **Immediate Action Required**

Dear Ms. Journot:

I am writing to you concerning the property at 1228 N. Penn Ave Street. The City of Independence will be asking the City Commission on **June 26, 2025**, to set a Public Hearing to consider condemnation of 1228 N. Penn Ave as dangerous and unsafe on **August 28, 2025 at 5:30 PM** before the Independence City Commission at 120 N. 6th Street.

To avert condemnation of the aforementioned property, it is imperative that the ensuing actions be expeditiously undertaken:

- **Mortgage/Lien Holder:** Please provide the City Officials with your mortgage lien holder and insurance. (FYI – FAMI insurance notified us on 6/2/25)
- **Structural Repair:** Should you choose to pursue repair of the car wash, we insist on submitting a detailed timeline outlining the proposed remedial measures to restore the building back to full operations.
- **Property Maintenance:** Ensure the sustained maintenance of the property, including the regular mowing and trimming of grass and shrubbery.
- **Demolition Procedures:** If your decision is to proceed with the demolition of the structure, immediate commencement of this process is required. Furthermore, it provides the City with a definitive timeline for the comprehensive removal of the structure and subsequent clearance of the lot. Obtaining a demolition permit from the City of Independence is required for this purpose.

Should you need clarification or have inquiries, please do not hesitate to contact me at 620-332-2528 (office), 620.330.0056 (mobile), or by email at davidc@independenceks.gov.

Your timely cooperation in this matter is appreciated.

Sincerely,

David J. Cowan

David Cowan
Assistant City Manager
Building Official Director

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The Parcel Number for this Property is 063-099-30-0-20-15-002.00-0
Quick Ref ID: 5790

Owner Information

Owner Name	JOURNOT 5, LLC
Address	121 TAYLOR RD INDEPENDENCE, KS 67301

Property Situs Address

Address	1228 N PENNSYLVANIA AVE, Independence, KS 67301
---------	---

Land Based Classification System

Function	Automatic car wash
Activity	Drive-in, drive through, stop-n-go, etc.
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Commercial & Industrial - C
Living Units	
Zoning	
Neighborhood	208.M
Tax Unit Group	108

Property Factors

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

2025 Appraised Value

Class	Land	Building	Total
Commercial & Industrial - C	73,060	106,860	179,920
Total	73,060	106,860	179,920

2024 Appraised Value

Class	Land	Building	Total
Commercial & Industrial - C	73,060	107,580	180,640
Total	73,060	107,580	180,640

Tract Description

MAYWOOD ADD, S30, T32, R16, ACRES 0.49, LOT 6 EX W 25'; LOT 7 & 8 BLK 2; & ADJ 12' VAC ST N LOT 6; Lot Width: 162.0 Lot Depth: 140.0 Plat Book/Page 4 /20 Deed Book/Page 710 /1076 618 /584 615 /590 549 /679 464 /087 388 /253 361 /296
--

Building Permit Information

Permit Number	Amount	Issue Date	Description
67301	700	3/13/2001	

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
710	1076	618	584	615	590		

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Acre	Primary Site - 1	0.49										73,060

General Commercial Building Information

General Building Information	
LBCS Structure Code	Car wash (automatic)
Bldg No.	1
Building Name	K- WASH
Identical units	1
No. of Units	5
Unit Type	
MS Mult	
MS Zip	

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

Commercial Building Sections & Basements																					
Sec	Occupancy	MSCIs	Rank	Yr Blt	Eff Yr	Levels	Stories	Area	Perim	Hgt	Phys	Func	Econ	OVR%	Rsn	Inc Use	Net Area	Cls	RCN	%Gd	Value
2	Car Wash - Drive Thru	C	2.67	1977		01/01		697	116	15	3	3				075			105,040	17	17,860
3	Car Wash - Self Serve	C	2.67	1977		01/01		615	112	15	3	3				074			76,650	17	13,030
4	Car Wash - Self Serve	C	2.67	1962		01/01		656	114	15	3	3				074			80,820	17	13,740
5	Car Wash - Self Serve	C	2.67	1962		01/01		615	112	15	3	3				074			76,650	17	13,030
1	Car Wash - Drive Thru	C	3.00	1977		01/01		1,556	203	14	3	3				075			227,600	17	38,690

Commercial Building Section Components							
Sec	Code	Units	Pct	Size	Other	Rank	Year
2	No HVAC						
2	Concrete Block		100				
3	No HVAC						
3	Concrete Block		100				
4	No HVAC						
4	Concrete Block		100				
5	No HVAC						
5	Concrete Block		100				
1	No HVAC						
1	Concrete Block		100				

Other Building Improvements																					
Id	Occupancy	MSCIs	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
05	Outbuildings	S	2.00	1	2005			10		8		1	2.5	3					96,470	10	9,650

06	Outbuildings	C	2.00	1	2005			10		8		1	3	3				7,180	12	860
Other Building Improvement Components																				
Id	Code					Units	Pct	Size	Other				Rank	Year						
05	Paving, Asphalt w/Base					20,439		10												
06						2														
06						24			2											
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Report Cover Page

Date:	06/06/2025	Prepared For:	City of Independence
Order No.:	3135442	Owner(s):	JOURNOT 5, LLC, a Kansas limited liability company
Issuing Office:	Security 1st Title 114 N. Pennsylvania Avenue Independence, KS 67301	Property Address:	1228 N PENN AVE, Independence, KS 67301

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

Tax Information:

[099-30-0-20-15-002.00-0](#)

Date: June 06, 2025

Property Address: 1228 N PENN AVE, Independence, KS
67301

File No.: 3135442

Title Contact: Mary Jo Wallis

Contact E-mail: mwallis@security1st.com

OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:

City of Independence

David Cowan

120 N. 6th Street

Independence, KS 67301

Effective Date of this Report: May 27, 2025 at 7:00 A.M.

On Real Estate described as:

Lot 6, except the West 25 feet thereof, and the vacated street adjoining Lot 6 on the North side; and Lots 7 and 8, Block 2, Maywood Addition to the City of Independence, Montgomery County, Kansas

The Public Records located in Montgomery County indicate that:

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

JOURNOT 5, LLC, a Kansas limited liability company

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

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

General taxes and special assessments for the year 2024 in the amount of \$8,408.88, NOT PAID.

Tax Parcel No. # 099-30-0-20-15-002-00-0-01

PIN # IC 3458

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

General taxes and special assessments for the year 2023 in the amount of \$8,186.48, NOT PAID.

Tax Parcel No. # 099-30-0-20-15-002-00-0-01

PIN # IC 3458

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

General taxes and special assessments for the year 2022 in the amount of \$8,389.32, NOT PAID.

Tax Parcel No. # 099-30-0-20-15-002-00-0-01

PIN # IC 3458

4. A mortgage to secure an original principal indebtedness of \$200,000.00 and any other amounts or obligations secured thereby, dated December 17, 2021, recorded December 20, 2021, as Book 710, page 1077-1084.

Mortgagor: Journot 5, LLC

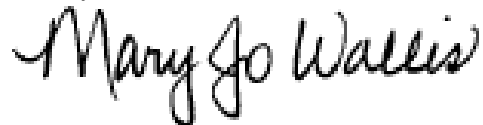
Mortgagee: Community State Bank

This Report is limited to only the information described above.

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

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

Security 1st Title

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

Licensed Abstracter



1228 N. Penn - KWASH



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
June 26, 2025**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider setting the date of August 28, 2025, for a Public Hearing to consider the condemnation of a garage at 1120 W. Myrtle Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends setting the date of August 28, 2025 for a Public Hearing

BACKGROUND On June 10, 2025, the Independence Fire-EMS was called to 1120 W. Myrtle for a garage fire. Upon their arrival, the structure was fully involved with fire. The structure and a vehicle were a total loss. City staff recommends setting the date of August 28, 2025, for a public hearing to consider condemnation of the garage at 1120 W. Myrtle as dangerous and unsafe.

FINANCIAL INFORMATION The cost of removal if the owner fails to commence removal of the debris and vehicle.

SUGGESTED MOTION I move to adopt a resolution setting the date of August 28, 2025, to have a Public Hearing to consider the condemnation of a garage at 1120 W. Myrtle Street.

SUPPORTING DOCUMENTS

1. RESOLUTION 2025-033 - CONDEMNATION - PH - 1120 W Myrtle
2. 1120 W. Myrtle
3. Parcel 1120 W. Myrtle
4. Notice - Setting Date of Public Hearing - 1120 W Myrtle

RESOLUTION NO. 2025-033

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

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 26th day of June 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

Legal: Lot 14, McLaughlin Addition to the City of Independence, Montgomery County, Kansas.

Common Address: 1120 W. Myrtle St. – GARAGE ONLY

Mortgage:

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

That a public hearing will be held on Thursday, **August 28, 2025** before the Governing Body of the City of Independence, Kansas, at **5:30 p.m.**, in City Hall, 120 N. 6th Street, Independence, Kansas, at which time the owner, the owners agent, any lien holders of record and any occupant of the structure or structures located on the properties described herein, may appear and show cause why such structure or structures should not be condemned as unsafe and/or dangerous and ordered repaired or removed.

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

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

Adopted this 26th day of June 2025.

(SEAL)

Mayor

City Clerk



1120 W. Myrtle

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The Parcel Number for this Property is 063-087-36-0-20-01-007.00-0
Quick Ref ID: 4188

Owner Information

Owner Name	SOUTH EAST KANSAS PROPERTY PARTNERS, LLC
Address	534 S KANSAS AVE 1000 TOPEKA, KS 66603

Property Situs Address

Address	1120 W MYRTLE ST, Independence, KS 67301
---------	--

Land Based Classification System

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

General Property Information

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

Property Factors

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

2025 Appraised Value

Class	Land	Building	Total
Residential - R	2,140	16,990	19,130
Total	2,140	16,990	19,130

2024 Appraised Value

Class	Land	Building	Total
Residential - R	2,140	15,910	18,050
Total	2,140	15,910	18,050

Tract Description

MCLAUGHLIN ADD, S36, T32, R15, Lot 14, ACRES 0.15, LOT WIDTH: 050.0 LOT DEPTH: 140.0 Plat Book/Page 4 /28 Deed Book/Page 720 /195 714 /504 695 /1310 458 /522 349 /389 330 /216

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
720	195	714	505	714	504	695	1310

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	6534				8	50					2,140

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Bungalow
Quality	FR	Bsmt Type	Crawl - 2
Year Built	1908	Total Rooms	4
Eff Year		Bedrooms	2
MS Style	One Story	Family Rooms	
LBCSStruct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	1,204	Foundation	Stone - 4
Main Floor Living Area	1,204		
Upper Floor Living Area Pct.			
CDU	FR-		
Phys/Func/Econ	FR-/ /		
Ovr Pct Gd/RCN	/160,410		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components				
Code	Units	Pct	Quality	Year
Carport, Flat Roof (SF)	400			1
Wood Deck (SF) with Roof	169			
Composition Shingle		100		
Heat Pump		100		
Plumbing Rough-ins (#)	1			
Enclosed Wood Deck (SF), Solid Wall	162			
Frame, Siding/Shingle		100		
Raised Subfloor (% or SF)		100		
Plumbing Fixtures (#)	5			
Automatic Floor Cover Allowance				

Building Improvements																		
Id	Occupancy	MSCls	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls
43	Residential Garage - Detached	D	1.00	1	1950			600	100	8	30 X 20	1	1	1				16,990
																	2	340

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

June 16, 2025

South East Kansas Property Partners, LLC
534 S. Kansas Ave 1000
Topeka, Ks. 66603

Subject: Public Hearing Notice Regarding Property at 1120 W. Myrtle – **Immediate Action Required**

Dear Owner:

I am writing to you concerning the property at 1120 W. Myrtle Street. The City of Independence will be asking the City Commission on **June 26, 2025**, to set a Public Hearing to consider condemnation of the garage and damage property as dangerous and unsafe on **August 28, 2025 at 5:30 PM** before the Independence City Commission at 120 N. 6th Street.

To avert condemnation of the aforementioned property, it is imperative that the ensuing actions be expeditiously undertaken:

- **Mortgage/Lien Holder:** Please provide the City Officials with your mortgage lien holder and insurance for this property.
- **Demolition Procedures:** Owner may hire a contractor to clear the debris and remove the vehicle. Please note slabs and foundations of the garage must be removed and this action requires a demolition permit from the City of Independence. A permit can be obtained by contact David Schwenker at 620.332.2500 ext 702

Should you need clarification or have inquiries, please do not hesitate to contact me at 620-332-2528 (office), 620.330.0056 (mobile), or by email at davidc@independenceks.gov.

Your timely cooperation in this matter is appreciated.

Sincerely,
David J. Cowan
David Cowan
Assistant City Manager
Building Official Director



Report
CITY OF INDEPENDENCE
June 26, 2025

Department City Clerk

Director Approval David Schwenker

AGENDA ITEM City Board Minutes

BACKGROUND

SUPPORTING DOCUMENTS

1. May 21, 2025 Rec Commission Board Minutes

INDEPENDENCE RECREATION COMMISSION

Monthly Meeting May 21, 2025

**Ash Youth Center
1501 N. 10th Street
Independence, KS 67301**

Members Present:

Christy Mavers
Greg Kelley
Joe Housel
Dustin Woodward

Others Present:

Brent Julian
Lori Bromley
Nick McBride
Galen Palmer

Christy Mavers opened the commission meeting at 11:30 a.m.

ROUTINE

Agenda

Greg Kelley moved to approve the agenda as printed. Joe Housel seconded. Motion carried 4-0.

Minutes

Dustin Woodward moved to approve the minutes from the April 16, 2025 board meeting. Joe Housel seconded. Motion carried 4-0.

Bills

Joe Housel moved to approve the May 2025 invoices and checks for payment as presented in the amount of \$12,833.36 as well as bills and employee benefits paid since the last board meeting in the amount of \$13,360.00. Dustin Woodward seconded. Motion carried 4-0.

Treasurer's Report

Galen Palmer reported the following balances as of April 30, 2025: First Oak Bank -Checking: \$109,466.20; First Oak - Petty Cash: \$500.00; Equity Bank - Savings \$169,467.54. Greg Kelley moved to approve the treasurer's report as presented. Joe Housel seconded. Motion carried 4-0.

PROGRAMS/OPERATIONS

Maintenance Report

Brent Julian answered any questions the board had on the maintenance report. Brent informed the board that Ethan Speicher, IRC's new maintenance supervisor, will begin his full-time role on Tuesday, May 27th. Christy Mavers asked Brent who Ethan will use for his field crew this summer, and Brent stated he believes they are hiring Dylan Cooley and possibly one other individual to help Ethan with the ballfields.

Programs Report

Nick McBride answered any questions the board had on the programs report. Christy Mavers asked Nick about using the new sports complex for All-Star tournaments this summer, and Nick stated he plans to host the 8 and Under tournaments for both girls and boys. Nick stated that this particular age group usually brings in a good crowd. Nick informed the board that baseball and softball games will begin June 2nd at the Central Park Sports Complex.

Director/Aquatics/Special Events Report

Brent Julian answered any questions the board had on the director/aquatics/special events report. Christy asked if the swim team is good to go on supplies this summer, and Brent stated yes, that the new lane lines have been ordered and should arrive before the season begins. Christy asked Brent if Independence would host the big SEK swim meet this summer, however Brent stated that Chanute has agreed to host that tournament the past few summers, but Indy will host two other smaller swim meets.

BUSINESS/FINANCE

Central Park Sports Complex Update

Brent updated the commission on the Central Park Sports Complex and stated he plans to get an estimate on a roll-up door for the old concession stand similar to the one on the new concession stand. Brent stated the east side of the parking lot is about done and they are getting ready to lay the turf on the east side field. Christy asked about the soccer fields and Brent stated that the city has not been happy with TLC and they have agreed to part ways. Brent stated they are still trying to grow in Bermuda grass on the soccer fields, and the fields will also need to be re-sodded. Christy stated the fields on south Tenth Street looked great last time she was out there; Brent stated they planted Kentucky Blue grass, and it looks fantastic. Brent stated that IRC spent some money getting that done, but feels it was worth it. Brent informed the board that the big boys (age 13 and up) will still play baseball at the Arco Complex on south Tenth St. this summer, however IRC will be done out there by August and will leave the complex for good. Brent has notified both the school district and ICC of IRC's intent to leave the complex and if they are interested in continuing to play at that location, they will need to discuss with the city. Brent thanked Christy for helping with the concession stand project at the CPSC during Love Independence week.

RBFAC Update

Brent discussed the opening of Riverside Beach Family Aquatic Center on Memorial Day weekend May 24th. Brent informed the board that the weather forecast is not looking good for the opening weekend stating that May 30th is the first day it is forecast to get about 75 degrees. Brent reminded the board that Riverside Beach does not open unless it is 75 degrees by 1:00 p.m.

Moving the June Fiscal Year-End Board Meeting

Brent reminded the board members that June 30th is the end of the fiscal year and rather than having two meetings that month to wrap up year-end business he would recommend moving the regular meeting back one week to Wednesday, June 25th if the board agrees. Joe Housel moved to approve scheduling the June board meeting for Wednesday, June 25th at 11:30 a.m. Dustin Woodward seconded. Motion carried 4-0.

Board Member Update

Brent informed the commission that Christy Mavers and Moises Rivera both have board terms expiring in July of 2025 and that Christy plans to re-apply, however Moises does not. Brent reminded the board that Christy is the school district's representative and Moises is the city's rep. Brent stated that Joe Housel is the city's appointee, and he is good until July of 2026, Dustin Woodward is a school appointee, and he is good for two more years, and Greg Kelley is IRC's appointee, and he is also good for two more years.

EXECUTIVE SESSION

There was no need for an executive session.

ITEMS FROM THE COMMISSION

There were no items from the commission

ADJOURNMENT

The meeting was adjourned at 12:05 p.m.

Respectfully submitted,

Joe Housel
Secretary



Report
CITY OF INDEPENDENCE
June 26, 2025

Department Public Works & Utilities

Director Approval

AGENDA ITEM Monthly Public Works and Project Report

BACKGROUND

SUPPORTING DOCUMENTS

1. Project Status 6-2025cc
2. Independence - Part 2 - Ad for Bids

	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	KAIP - Apron Rehab	Apron rehab near Textron operations.	\$840	\$756	Lochner	Grant announced.	Award announced.	Announced. Await KDOT grant paperwork.	2027	2027
2	SS4A	Safe Streets for All grant.	\$1,605	\$1,605	TranSystems	Pre-grant.	FHWA responded that the system was moving and we anticipate contract work to restart.	New FHWA contact assigned and revised draft contract received from FHWA.	TBD	TBD
3	Whiskey Creek	Artificial lake for runoff water impoundment	TBD	TBD	TranSystems	Conceptual Design.	Working preliminary application for USDA grant.	Near completion of preliminary application for USDA grant.	TBD	TBD
4	CCLIP Grant - 10th	Reconstruct 10th between Main and Laurel	\$1,700	\$1,500	TranSystems	Pre-design.	Received completed contract.	Issue notice to proceed on engineering upon KDOT approval.	3Q26	2Q27
5	Water Distribution Strategic Plan	Review water distribution system for repairs and replacement.	\$50	TBD	EBH	Engineering in progress.	Preapplication submitted for revolving loans. Initial data reviewed.	Engineering in progress.	3Q26	4Q36
6	Penn and Chestnut	Rebuild corner to accommodate drainage.	TBD	TBD	TranSystems	Design.	Start design.	Review preliminary plans.	3Q25	3Q25
7	Rainbow Sanitary	New sanitary sewer section at Rainbow Drive.	\$100	n/a	TranSystems	Design.	Surveying.	Project in design.	3Q25	4Q25
8	Memorial Hall HVAC	Cooling system replacement at Memorial Hall.	\$500	TBD	LSA	Design.	Design meeting held.	In design.	3Q25	1Q26
9	Dam Review And Repair	Design dam diversion structure and bid required repairs.	\$750	n/a	WRS	Design.	Engineering started, planning progress meeting.	Initial cofferdam height determined, conversations ongoing with Corps of Engineers, preliminary access layout.	4Q25	1Q26
10	Water Plant Next Phase	Water Plant Capital Work Per Master Plan	\$7,000	n/a	PEC	Design.	Plans submitted to KDHE.	Await KDHE approval.	1Q25	4Q28
11	Big Straw	Water pipeline to Bartlett.	\$11,000	All (via Bartlett)	EBH	Pre-Bid.	Project in design.	Documents issued for bid.	4Q23	1Q26
12	Transp. Alt. Grant	8' sidewalk to Wal-Mart and Labette	\$1,350	\$980	TranSystems	Pre-bid.	Bid in 3Q25, awaiting final forms to KDOT.	Final forms to KDOT.	3Q25	1Q26
13	KDHE Wastewater Loan	New sewer lines around 1st and Birch and around the Westminster area.	\$3,000	TBD	TranSystems	Pre-bid.	Responded to KDHE comments.	Schedule KDHE visit.	3Q25	4Q25
14	SPCC - Airport	Containment upgrades for fueling	\$150	n/a	TranSystems	Pre-bid.	Still awaiting final electrical drawings for RCA.	Review final drawings, issue RCA.	3Q25	4Q25
15	FAA - Rehab Pavement	Rehabilitate portions of the taxiways at Independence Municipal Airport.	\$645	\$581	Lochner	Pre-construction.	Wait for construction (2Q25).	Construction starts 6/28.	2Q25	3Q25
16	Enterprise Drive	Buildout of street, utilities	\$1,700	\$1,300	TranSystems	In construction.	File easement, complete work.	Schedule work.	1Q22	3Q25
17	Central Park	Central Park.	\$10,700	\$7,200	Indigo	In construction.	Construction has started.	Construction in progress.	4Q23	3Q25 (Phase II)
18	KDOT: Maple Street Cost Share	Complete rebuild, 17th Street to City Limits	\$3,780	\$1,600	TranSystems	In construction.	Agreement signed, scheduling final work.	Scheduling final work, change order anticipated.	1Q22	3Q25
19	Precision Rail	Rail work to be paid for by KDOT grant and precision, contract with City.	\$1,000	\$1,000	(Precision)	In construction.	Nearly complete.	Nearly complete.	3Q23	2Q25?
20	Waterline/Meter Project	New Water Meters, Replace Some Water Main	\$3,600	n/a	PEC	In construction.	Meters mainly installed.	Meters mainly installed.	1Q24	3Q25
A	2025 Water Tower	Perform required periodic maintenance on the Laurel Street Tower.	\$500	n/a			RFQ in development.	RCA RFQ.	TBD	TBD
B	2025 Mill and Overlay	Mill and Overlay Selected Locations	TBD	TBD	N/A	Developing.	Prep RCA for approval.	Issue documents for bid.	3Q25	3Q25

Green shade denotes changed/new information from last month.

DOCUMENT 00 11 13

ADVERTISEMENT FOR BIDS**INDEPENDENCE, KANSAS
WATER TRANSMISSION LINE IMPROVEMENTS 2023
PART 2 – PUMP STATION AND STANDPIPE****General Notice**

The City of Independence, Kansas, (**Owner**) is requesting Bids for the construction of the following Project:

**Water Transmission Line Improvements 2023
Part 2 – Pump Station and Standpipe**

Bids for the construction of the Project will be received at City Hall located at 120 N 6th Street, Independence, Kansas 67301, until **Tuesday, July 15, 2025, at 11:00 A.M.** local time. At that time, the Bids received will be publicly opened and read. Bids received after this time will not be accepted. Bids will be received for a single prime contract. Bids shall be on a lump sum and unit price basis.

The Project includes the following Work: Installation of a 36'-6" x 11'-7" packaged pump station and generator (packaged pump station and generator pre-purchased and furnished by Owner) including foundation, site piping, site work, electrical, and appurtenances. Further improvements consist of constructing a 20'D x 60'T standpipe including foundation, site piping, site work, 336+/- L.F. of 14" fused HDPE water line (14" HDPE pipe furnished by Owner), 200 L.F. of chain-link fencing and gates, gravel access drive, electrical, and appurtenances. SCADA integration is scheduled for each site (SCADA Integrator is R.E. Pedrotti, Mission, KS).

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

<https://EBHEngineering.com/Plan-Room/>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

EBH & Associates, P.A.
214 S 4th Street, Neodesha, Kansas 66757
Tel: (620) 672-1112
E-Mail: MikeY@EBHengineering.com

Prospective Bidders may examine the Bidding Documents at City Hall or the Issuing Office. Prospective Bidders shall not enter private easements without obtaining Owner's permission.

Pre-Bid Conference: A virtual Pre-Bid Conference is scheduled for **July 1, 2025, at 2:30 P.M.** local time. Invitations to the Conference will be distributed to Plan Holder's prior to the Conference.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Prevailing Wages: Not applicable to this project.

Domestic Preference (AIS and/or BABAA): Not applicable to this project.

This Advertisement is issued by:

Owner: **City of Independence, Kansas**

By: **Kelly Passauer**

Title: **City Manager**

Date: **June 16, 2025**

END OF DOCUMENT



Action Item
CITY OF INDEPENDENCE
June 26, 2025

Department Admin

Director Approval David Cowan

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

BACKGROUND

SUPPORTING DOCUMENTS