

INDEPENDENCE CITY COMMISSION
REGULAR SESSION AGENDA

August 14, 2025

5:30 PM

Commission Room, City Hall

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

The Agenda shall be as follows:

I. REGULAR SESSION

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

II. APPOINTMENTS

- A. Plumbing Board -- 4 terms expire August 15, 2025
- B. Tree Board - One Resignation

III. PRESENTATIONS

- A. Presentation from MCAC regarding their request for funds from the 2026 Budget.
- B. Presentation from Southeast Kansas Community Action Program (SEK-CAP) to consider including in the 2026 budget funds for General Public Transportation.

IV. CONSENT AGENDA

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

- A. Consider approving minutes of the July 24th, 2025 meeting.
- B. Consider the Library's request to close the 100 block of South 5th and the 200 block of East Maple Street on Friday, October 10, 2025 from 3:00 PM - 9:30 PM for a Rock the Block library event.
- C. Consider waiving Civic Center fees for the Health on Purpose Wellness Fair on September 19, 2025.
- D. Consider waiving the ordinance prohibiting food trucks in Riverside Park on October 11, 2025, for the ERS Jelly Jam.
- E. Consider waiving fees and allowance of temporary sale signs for Kan-Okla 100-mile highway sale September 11 - 13, 2025.
- F. Consider authorizing bidding of the sanitary sewer installation for the housing development along Rainbow Drive.
- G. Consider rebidding for construction of containment at the Airport.
- H. Consider awarding a contract for engineering services for the KAIP airport grant to H. W. Lochner, Inc.
- I. Consider setting the date and advertising a Public Meeting for Thursday, September 25, 2025 for the purposes of applying for a loan from the Kansas Public Water Supply Loan Fund.
- J. Consider bidding a new diesel engine replacement for Pump 640 at the Water Treatment Plant.

V. ITEMS FOR COMMISSION ACTION

- A. Consider proclaiming August 21, 2025, as National Senior Citizens Day in Independence, Kansas.
- B. Consider Ordinance No. 4492 amending City code section 42-261 of the Floodplain Ordinance.
- C. Consider adopting a resolution setting the date of October 22, 2025, for a Public Hearing to consider the condemnation of 401 S. 2nd Street as dangerous and unsafe.
- D. Consider approving a lease agreement with South Kansas & Oklahoma Railroad, LLC for the purpose of a walking trail.
- E. Consider approving a sign plan and installation for the Indy Trails System.
- F. Consider approving a Downtown Independence Building Grant for 113 West Myrtle.
- G. Consider authorizing the Mayor to sign a letter to commit four vacant City-owned lots for an Affordable Housing Program Grant Application.

VI. REPORTS

- A. City Board Minutes
- B. 2nd Quarter Treasurer's Report

VII. CITY MANAGER'S COMMENTS

VIII. COMMISSIONERS' COMMENTS

IX. PUBLIC CONCERNS

X. EXECUTIVE SESSION

- A. Discussions prior to acquisition of real estate.

XI. ADJOURNMENT



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 14, 2025

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Plumbing Board -- 4 terms expire August 15, 2025

SUMMARY RECOMMENDATION Reappoint the four whose terms have expired, as no licensed plumbers applied.

BACKGROUND Four positions on the Plumbing Board are set to expire on August 15, 2025. Each of the incumbents has served at least two full terms. In accordance with City policy, when a member has completed two full terms, the position is publicly posted to encourage broader participation. This vacancy was announced on the City's website on July 8, 2025, with an application deadline of noon on August 7, 2025. Applicants were required to hold a current City plumbing license. No applications were received. Given the specialized nature of this board, it is not uncommon to reappoint existing members to additional terms when no qualified applicants come forward.

BOARD OF EXAMINERS - PLUMBERS (3 year terms -- 5 members)			
Members	Term	Expires	Appointed/ Eligible to be Reappointed
Paul Lemon	4th term*	August 15, 2025	
Darrin Wood	1st term*	August 15, 2028	3/14/2024
Wayne Sundquist	9th term	August 15, 2025	
Laramie Ruark/Atmos	Unexpired term	August 15, 2026	5/11/2023
Pat Howe	9th term	August 15, 2025	
Meeting Place: City Commission Room Meeting Date: As Needed Meeting Time: TBD			

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to reappoint Paul Lemon to a fifth term, Wayne Sundquist to a tenth term, and Pat Howe to a tenth term on the Board of Examiners – Plumbers, with all terms set to expire on August 15, 2028.

SUPPORTING DOCUMENTS



Report
CITY OF INDEPENDENCE
August 14, 2025

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Tree Board - One Resignation

BACKGROUND Leslie Dillon has resigned from the Tree Board. Applications are due by August 27, 2025. For more information, [click here](#).

SUPPORTING DOCUMENTS



Presentation
CITY OF INDEPENDENCE
August 14, 2025

Department Admin

Director Approval David Cowan

AGENDA ITEM Presentation from MCAC regarding their request for funds from the 2026 Budget.

BACKGROUND Their request for the last four years or more has been \$25,000. They are requesting \$28,750 for 2026, representing a 15% increase.

SUPPORTING DOCUMENTS

1. 20250728123917313



July 25, 2025

Ms. Kelly Passauer, CPM
City Manager, City of Independence, Kansas
120 North 6th Street
Independence, KS 67301

Dear Ms. Passauer,

Montgomery County Action Council (MCAC) is pleased to present this request for funding from the City of Independence for 2026. As the economic development agency for the county, MCAC is tasked with creating and retaining jobs, expanding the tax base, promoting economic diversity, and enhancing the quality of life in Montgomery County.

MCAC is requesting \$28,750 from the City of Independence for 2026. The funding received from the City of Independence is critical for our operations. We also receive funding from Montgomery County, the other three largest communities in Montgomery County: Coffeyville, Caney, and Cherryvale, as well as pledges from our MCAC business members.

We at MCAC are committed to being good stewards of taxpayers' dollars and to running an efficient economic development agency for the county. We partner and collaborate with our local government entities, chambers of commerce, educational institutions, and civic groups whose missions revolve around our mission. By partnering with others, we can pool our resources whenever possible to keep our costs manageable.

Over the past several years, we've seen a significant increase in costs due to rising inflation, and MCAC remains committed to living within our means. We streamlined our budget to control overhead costs and set lofty membership goals to help offset the rising costs of doing business. However, we are requesting an increased contribution for 2026. Our team remains committed to identifying grant opportunities to help our community and our business members achieve their goals, and we appreciate the City's support.

I am eager to present this document to the City Commissioners at a future Commission meeting to answer any questions they might have about our operations and our recent successes. Please contact me at your earliest convenience to identify a meeting date for MCAC to be added to the City Commission meeting agenda.

Respectfully,

Melissa Johnson, Executive Director
Cc: Mayor Scott Smith



Presentation
CITY OF INDEPENDENCE
August 14, 2025

Department Admin

Director Approval Kayla Schabel

AGENDA ITEM Presentation from Southeast Kansas Community Action Program (SEK-CAP) to consider including in the 2026 budget funds for General Public Transportation.

BACKGROUND SEK-CAP would like to address the Commission concerning requesting the 2026 budget include \$5,000 in funds for General Public Transportation. They understand that the City's budget does not start until January 1, 2026, so any approved funds would not be available until after that date. Last year, they requested \$3,000 in 2025 funding, which was approved, and such payment was posted on 01/17/2025.

SUPPORTING DOCUMENTS

1. SEK-CAP 2026 Request
2. MG CO Transportation Request Packet

From: Casey Brown
Sent: Monday, July 28, 2025 3:45 PM
To: Kayla Schabel
Subject: Re: SEK-CAP Transportation MO-GOES information for proposed presentation on 14th.

Our request for financial support would be for \$5,000 for the service year of July 2026 through the end of June 2027. We would also present what the current ridership has been for the funding that we have received already. Thanks and looking forward to hearing from you soon.

Casey Brown
Community Engagement Coordinator

Southeast Kansas Community Action Program, Inc.
401 North Sinnet; PO Box 128
Girard, KS 66743
Office 620-724-8204 ext. 1083
Cell 620-724-3244



From: Casey Brown
Sent: Monday, July 28, 2025 10:19 AM
To: Kayla Schabel
Subject: SEK-CAP Transportation MO-GOES information for proposed presentation on 14th.

We would to present to the commission on the current status of the Mo-Goes transportation system operated by SEK-CAP and request letters of support for the continuing operations of the transportation services through the grant year of July 2026 through June 2027. Please let me know if you need additional information in order to make the 14th possible. Appreciate all of your assistance on this matter.

Casey Brown
Community Engagement Coordinator

Southeast Kansas Community Action Program, Inc.
401 North Sinnet; PO Box 128
Girard, KS 66743
Office 620-724-8204 ext. 1083
Cell 620-724-3244



Monday, June 2, 2025

To Whom It May Concern,

I am writing on behalf of SEK-CAP to request financial support for SEK-CAP's MOGoes public transportation services in Montgomery County. These services are essential for providing mobility and access to vital resources for the residents of Montgomery County. To secure the necessary transportation funding for the service period from July 2026 through the end of June 2027, SEK-CAP must meet a local financial match requirement of \$40,000 for the single MOGoes route. Without this required match, the continuation of this critical service will be at risk.

The MOGoes route provides vital transportation for seniors, individuals with disabilities, and low-income families in Montgomery County, enabling them to access healthcare, employment, education, and other key community services. In a rural area like Montgomery County, where transportation options are often limited, this route is essential for residents who would otherwise face significant barriers to accessing essential services and maintaining their independence.

To continue receiving state and federal funding for the period from July 2026 through June 2027, SEK-CAP must meet the local financial match requirement of \$40,000 for the MOGoes route. Without securing this match, SEK-CAP will not be able to meet the funding requirements, jeopardizing the future of this critical service. Losing the MOGoes route would further isolate residents and limit their access to jobs, healthcare, and other essential resources.

We strongly urge your consideration of this request for financial support to meet the required local match. Your contribution will ensure that the MOGoes route in Montgomery County can continue to operate throughout the service period of July 2026 through June 2027, ensuring continued access to these vital services for the community.

Thank you for your time and attention to this important request. Your support will make a meaningful difference in ensuring the continuation of the MOGoes transportation service for Montgomery County residents.

Sincerely,

Scott Christiansen
Director of Transportation Services
620-724-8204 ext. 1024
620-724-2842

Transportation Year in Review



July 1, 2023–June 30,2024

July 1, 2024–March 31, 2025

NA Unique Rides   1,553 Unique Rides



NA Unique Riders

100 Unique Riders



Average Rides per month: NA

Average Rides per month: 173



Residential Locations
NA Locations
NA% of Stops



Commercial Locations
NA Locations
NA% of Stops



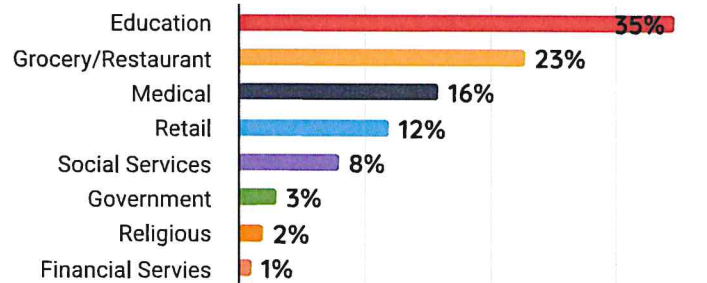
Residential Locations
74 Locations
48% of Stops



Commercial Locations
86 Locations
52% of Stops

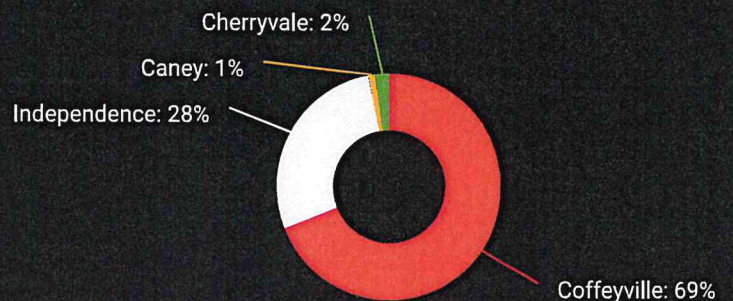
NA

Commercial Destinations by Type



Commercial Destinations by Type

Destinations
By
City



Destinations
By
City

Other City Destinations: NA

Other City Destinations: Elk City, Havanna, Tyro

Investing in Rural Public Transportation

Strengthening Our Community's Future

Public transportation is more than a convenience, it's a lifeline. In rural communities, investing in accessible and reliable transit enhances economic development, supports health, and fosters stronger community connections.

Why Rural Transit Matters

Economic Growth & Job Creation

- **Boosts Local Economies:** Connects workers to jobs, customers to businesses, and students to schools.
- **High Return on Investment:** For every \$1 invested, rural transit systems yield over \$3 in economic benefits.

Access to Essential Services

- **Healthcare:** Enables timely medical appointments and access to pharmacies—reducing emergency room overuse.
- **Education:** Supports students' ability to attend classes, libraries, and activities, improving academic outcomes.

Supporting Vulnerable Populations

- **Seniors & People with Disabilities:** Provides mobility and independence, helping reduce isolation.
- **Low-Income Families:** Offers affordable travel, freeing up household budgets for other necessities.

Environmental & Community Benefits

- **Cleaner Air:** Reduces vehicle emissions by lowering car dependency.
- **Stronger Connections:** Promotes participation in local events and social life, enhancing community bonds.

Real-World Success Stories

- **Wilson, NC:** Shifted to an on-demand, subsidized van service—resulting in a 300% increase in ridership.
- **Minnesota:** Rural transit programs generated \$2.20 in benefits for every \$1 invested.

The Bottom Line

Rural transit is not just about mobility, it's about equity, health, opportunity, and growth. By investing in rural public transportation, we're building a more connected, resilient, and prosperous future for all.

Sources

- American Public Transportation Association (2017)
- Transportation Research Board (1999)
- University of Wisconsin Population Health Institute (2025)
- Rural Health Information Hub (2025)
- PlanRVA (2024), Simple Transit (2024), U.S. DOT (2023)
- Associated Press (2023), OSU Extension (2019)

[Your Organization's Letterhead]

[Date]

To Whom It May Concern,

Subject: Pledge of Financial Support for SEK-CAP's General Public Transportation Services (July 2026 - June 2027)

We are writing to inform you of [Your Organization's Name]'s commitment to supporting SEK-CAP's general public transportation services for the upcoming fiscal year, from July 2026 through June 2027. As part of our ongoing dedication to ensuring accessible transportation for the community, we are pleased to confirm our pledge of financial support.

[Your Organization's Name] is committed to providing the following amount in financial assistance to SEK-CAP's transportation services:

Amount of Pledge: [Insert Amount]

Pledge Period: July 2026 – June 2027

Due Date for Pledge: No later than March 2027

Please be advised that this pledge will be due during the specified period, but no later than March 2027. We understand the importance of timely and consistent funding for the continued success of SEK-CAP's services and are eager to contribute to this essential community program.

Should you require further documentation or additional information to formalize this commitment, please do not hesitate to contact us at [Your Contact Information]. We look forward to working together to ensure the success of SEK-CAP's transportation services in the coming year.

Thank you for your dedication to providing vital services to the public, and we are proud to be part of this important initiative.

Sincerely,

[Your Full Name]

[Your Title]

[Your Organization's Name]

[Phone Number]

[Email Address]

[Your Organization]
[Your Address]
[City, State, ZIP]
[Phone Number]

[Date]

Subject: Letter of Support for 5310 and 5311 Application for SEK-CAP Public Transportation Services

To Whom It May Concern,

I am writing on behalf of SEK-CAP to express our full support for the application for 5310 and 5311 funding for general public transportation services provided by SEK-CAP (Southeast Kansas Community Action Program) across Southeast Kansas. These services, offered free of charge, are crucial for ensuring mobility and access to essential resources for our rural communities.

In rural areas like ours, reliable public transportation is often the only option for individuals to access healthcare, employment, education, and other critical services. SEK-CAP's transportation services provide a lifeline for seniors, individuals with disabilities, and low-income families, who might otherwise face significant barriers to reaching essential services. The availability of these services promotes greater independence and improves the quality of life for many residents.

The positive social and economic impact of SEK-CAP's transportation services is evident. These services not only connect individuals to important resources but also foster stronger community ties, enhance local economic activity, and reduce personal transportation costs. Moreover, public transportation plays a role in reducing traffic congestion and supporting environmental sustainability.

We strongly support SEK-CAP's application for 5310 and 5311 funding, as these services are vital to the well-being and continued success of our communities. We appreciate your consideration of this important request and look forward to the opportunity to continue supporting accessible transportation for all residents in Southeast Kansas.

Sincerely,

[Your Name]
[Your Title]
[Your Organization]
[Your Contact Information]



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 14, 2025

Department City Clerk

Director Approval Kelly Passauer

AGENDA ITEM Consider approving minutes of the July 24th, 2025 meeting.

SUMMARY RECOMMENDATION Approve the minutes.

BACKGROUND

FINANCIAL INFORMATION

SUGGESTED MOTION I move to approve the minutes of the July 24th, 2025 Commission meeting

SUPPORTING DOCUMENTS

1. July 24 2025 Minutes

Minutes of the City Commission's July 24, 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; Dustin Stafford, Chief of Police; Jordan Bagley, IT Technician Coordinator; Scott Patton, Park and Zoo Director and Lacey Lies, Finance Director.

Visitors Present: Larry McHugh, Sherri Garriss, Brea Sanford, Justin Donnelly and Carolyn Torrance.

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

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

II. APPOINTMENTS

A. Plumbing Board -- 4 terms expire August 15, 2025 -- 1 Eligible for Reappointment

We have a vacancy on the Plumbing Board. Must have a current City plumbing license to apply. Applications are due By Noon on August 7, 2025. For more information about the Plumbing Board, visit this link: [Plumbing Board](#)

III. PRESENTATIONS

A. Presentation of 2026 proposed Library Budget.

Minutes of the City Commission's July 24, 2025 Meeting

Library Director John Long has requested to present the Library's proposed 2026 budget.

B. Presentation of the 2024 Audit

Sean Gordon of Gordon C.P.A. will present the 2024 audit report of the City's finances.

IV. CONSENT AGENDA

Motion:

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

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

A. Consider approving minutes of the June 26th, July 10th and 16th, 2025 meetings.

Suggested Motion:

I move to approve the minutes of the June 26th, July 10th and 16th, 2025 Commission meetings.

B. Consider adopting Ordinance 4487 Standard Traffic and Ordinance 4488 Uniform Public Offense Code, and repeal Ordinances 4463 and 4464.

The League of Municipalities has prepared the Uniform Public Offense Code and the Standard Traffic ordinances for 2025 for cities in Kansas. The City Attorney has reviewed and has the following recommendations.

Standard Traffic Ordinance No. 4487.

The City Attorney recommends approval of Ordinance 4487, Standard Traffic Ordinance, and repealing Ordinance 4463. The latter shall take effect upon publication or August 15, 2025, whichever is later.

Uniform Public Offense Code, Ordinance No. 4488.

The City Attorney recommends approval of Ordinance 4488, Uniform Public Offense Code, with the following amendment, and repealing Ordinance 4464. The latter shall take effect upon publication or August 15, 2025, whichever is later.

- a. Section 10.8 is deleted
- b. The allowable fine under Section 5.6 (c) shall be not less than \$25.00 and not more than \$500.00
- c. Section 5.6 shall include a new subsection (d) as follows.
 - (d) The sentence for a violation of this section may include a requirement that the defendant perform a specified number of hours of community service approved by the Court and/or completion of one or more educational classes dealing with the harmful effects of tobacco and electronic cigarettes assigned by the court.

Suggested Motion:

I move to adopt Ordinances 4487 and 4488.

- C. Consider authorizing blocking certain streets within Riverside Park during the 18th annual Yona Strong 5K Run.

The Yona Strong 5K Run is an annual event held at Riverside Park in memory of Yona Julian, who was a well-known member of the Independence Community. This will be the event's 18th year. A police officer has been requested to be on site during the run this year to ensure that vehicles do not drive around barricades, which are usually manned by volunteers.

Suggested Motion:

I move to authorize blocking certain streets within Riverside Park on September 6, 2025 from 7:30 A.M. to 10:30 A.M. during the 18th Annual Yona Strong 5K Run.

- D. Consider placing Stop Signs at the Intersection of 14th and Locust Streets.

The intersection of 14th Street and Locust Street currently has no stop control in any direction, which appears to be an exception in the area's overall traffic pattern. Each block in the surrounding area generally follows an alternating pattern of stop signs—either controlling north/southbound traffic or east/westbound traffic—so that every intersection has some form of traffic control. A citizen reported that they have almost been hit twice at this intersection. Staff recommends placing stop signs for north and southbound traffic at 14th and Locust to help improve safety and address potential future concerns, demonstrate attention to public safety, and bring the intersection in line with established neighborhood traffic patterns.

Suggested Motion:

I move to approve the placement of two new traffic signs as shown at the intersection of 14th and Locust Streets.

Minutes of the City Commission's July 24, 2025 Meeting

- E. Consider adopting Ordinance No. 4489 amending applicability of fingerprinting fee to certain offenses.

By Kansas statute, any conviction or diversion involving what would be a class A or B misdemeanor, or simple assault, requires fingerprinting, except that violations for no drivers license and no insurance are exempt. Currently sec. 26-4 of our code does not exempt no drivers license and no insurance from being charged a fingerprint fee. The proposed ordinance addresses this but allows the municipal court to still charge the fee in its discretion.

Suggested Motion:

I move to adopt Ordinance No. 4489 amending applicability of fingerprinting fee to certain offenses.

- F. Consider adopting ordinance 4490 amending certain court fees assessed in Appendix D.

This ordinance amends the court appointed attorney fee from \$200 to \$400.

Suggested Motion:

I move to approve ordinance 4490 amending certain court fees assessed in Appendix D.

- G. Consider providing water bill credits to two consumers.

Staff has been advised that the only mechanism to provide water bill relief on amounts of water that have gone through the meter is to provide a credit after the bill in question has been paid. With that in mind, there are two customers where bill credits may be warranted:

Kurtis Viets called to report a water leak. Upon the arrival of the City crew at 11am on 5/28/25, Mr. Viets was informed by City personnel that the leak was not his, and was a City line that was leaking. On 5/31/25, a different City crew arrived and, upon investigation, found that the leak was actually coming from Mr. Viets' system and the system was shut down. Based on electronic meter readings, it is estimated that 41,590 gallons were lost to leakage during the time between when Mr. Viets was informed that the leak was a City leak, and when the service was shut down for repairs. This would be a \$320.66 credit to Mr. Viets.

Tim and Jennifer Christensen, residents of 308 E. Maple Street, were without water service for several weeks due to a failure in the water main. During this time, City crews conducted investigation and evaluation of the issue and awaited delivery of the necessary materials to complete the repair. Water consumption recorded during this period was the result of City crews flushing the line as part of the diagnostic and repair process. The failed main has since been replaced with a new 4-inch water line, and full service with adequate pressure has been restored to the residence. In recognition of the service disruption and City-related water usage, a credit in the amount of approximately \$250.00 is respectfully requested for the Christensens' utility account.

Suggested Motion:

I move to approve providing credits to customers as outlined in the description.

- H. Consider awarding engineering design of the replacement Beech Street culvert to TranSystems Corporation.

The Beech Street culvert (see picture) is failing. The existing corrugated metal pipes underneath the roadway have corroded to the point where the structure is flexing under normal vehicle load, and the culvert is currently covered with our steel plate as a temporary measure. Replacement is required. The attached design contract, once executed, will lead to a design contract for a replacement structure.



Suggested Motion:

I move to approve a contract in the amount of \$18,000 for design of a replacement culvert on Beech Street and for the execution of any necessary documents.

V. PUBLIC HEARING

- A. Public Hearing to consider condemnation of 512 W. Myrtle Street as dangerous and unsafe.**

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. The owner has submitted a building permit and is working with the building inspector. Based on these circumstances, the staff recommends adjourning the hearing to November 13, 2025.

Minutes of the City Commission's July 24, 2025 Meeting

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adjourned the hearing to consider condemnation of 512 W. Myrtle Street as dangerous and unsafe to November 13, 2025, at 5:30 p.m.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

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

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. Since the meeting on June 26, 2025, the owner has had new electrical service installed on the structure and started working on the interior, repairing sheetrock and floors. Staff recommends adjourning the hearing until November 13, 2025 at 5:30 PM.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission adjourned the hearing to consider condemnation of 208 S. 16th Street as dangerous and unsafe to November 13, 2025, at 5:30 p.m.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

VI. ITEMS FOR COMMISSION ACTION

- A. Consider adopting a Resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 717 Washington Street.

The property located at 717 Washington Street, owned by Kansas Equity Consultant Pros, LLC, has failed to comply with multiple code enforcement notices regarding the accumulation of debris and overgrown vegetation. Despite repeated efforts to secure voluntary compliance, no corrective action has been taken.

The City's mowing contractor is currently unable to maintain the property due to extensive debris and piles of trash obstructing the area. On July 10, 2024,

the City formally notified Brett Hein that he had 14 days to resolve the violations or the City would pursue a Resolution to abate the property.

The proposed abatement will include:

- Removal of all debris and trash from the yard,
- Brush hogging of overgrown vegetation, and
- Clearing of the right-of-way (ROW), including cutting back brush and vegetation growing through the steps and creating maintenance issues.

The City intends to use chainsaws to remove the overgrown brush in the ROW; however, the concrete steps will remain in place to preserve infrastructure and ensure continued access for maintenance.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission adopted a resolution authorizing the abatement of unhealthy and unsafe exterior conditions at 717 Washington Street, Independence, Kansas, and to assess the costs of such abatement against the owner in accordance with City Code 42-69.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- B. Consider adopting Ordinance No 4491 and Resolution No 2025-039 authorizing and providing for the issuance of General Obligation Bonds, Series 2025-B.

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 address the long-term facilities needs of the City.

Significant progress has since been made 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).

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission approved and ratified the City Manager's prior award of the bid; adopted Ordinance No 4491; and adopted Resolution No. 2025-039.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- C. Consider approving a grant agreement with the Kansas Department of Commerce for CDBG funding.

In May, city staff applied for a Community Development Block Grant with the Kansas Department of Commerce to fund a major renovation project on the Riverside Park playground. A public hearing for the grant application was held at the May 8th commission meeting. City staff have received notification that the city's application was successful, and \$637,200 in grant funding has been awarded for the project. To move forward with the project, KDC requires a signed grant agreement. The agreement must be submitted to the state no later than August 1st.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission approved the CDBG grant agreement with the Kansas Department of Commerce for the Riverside Park Playground Renovation Project.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- D. Consider awarding the 2025 Mill and Overlay Project to Emery Sapp and Sons.

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.

Bids were opened on July 10 at 10 A.M. The bid tab is attached. The lowest bid was from Emery Sapp and Sons in the unit price amount of \$262,291.50. Our engineering firm, GFT, has worked with the bidder before and recommends award to them. This is within 3% of the estimated total amount for the construction portion of the project.

Please note that this is a unit price contract, and the final amount will vary based on the actual quantities employed in construction.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission approved the award of the 2025 Mill and Overlay Project to Emery Sapp and Sons, and for the execution of any necessary documents.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- E. Consider contracting the 2025 Mill and Overlay Project observation with TranSystems.

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.

As construction observation and coordination is required to provide a consistent and quality product, pricing was requested from TranSystems, Inc. A proposal was received in the amount of \$15,000, and approval is requested for this contract.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission approved the award of the 2025 Mill and Overlay Project construction observation contract to TranSystems, Inc. in the amount of \$15,000 and for the execution of any necessary documents.

Minutes of the City Commission's July 24, 2025 Meeting

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- F. Consider acceptance of a KAIP airport grant.

The City applied for a Kansas Department of Transportation (KDOT) Kansas Airport Improvement Program (KAIP) grant in January, 2025. The following project was submitted and awarded to the City, and the contract is attached to this RCA:

Airport Apron Rehab Engineering:

Estimated Cost	Estimated City Match
\$150,000	\$15,000

Airport Apron Rehab Construction:

Estimated Cost	Estimated City Match
\$690,000	\$69,000

The reason that this project was proposed is that in order to maintain pavement integrity, maintenance work must be periodically performed. The FAA provides significant funding to our airport, but the apron directly adjacent to the Textron manufacturing facility is not eligible for FAA funding. However, KDOT's KAIP funding provides a source for funding for pavement maintenance in this area.

We will coordinate with Textron to minimize impacts on their operation.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission authorized acceptance of the KAIP grant and to allow the execution of any necessary documents.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- G. Consider selection of strategic scope for HVAC/generator at Memorial Hall.

Minutes of the City Commission's July 24, 2025 Meeting

The City has entered into a contract with LS&A, P.A. as our engineering firm to work through the refurbishment of the HVAC systems. During the design, the following scope questions came up. First, what do we want to do with our HVAC system? The options are listed below.

Scenario	Cost (+/-30%)	Description	Pros:	Cons:
Continue As-Is	\$ -	As-is.	Lowest cost.	Both chiller system and condenser system are at end of life.
Provide New 130-Ton Chiller	\$ 360,000	Install new chiller to replace outdoor chillers (\$360,000), no new condenser system for stage.	Lower cost, internal redundancy.	Stage requires periodic coolant replacement (until failure).
Provide New 130-Ton Chiller Plus Replace Condenser System	\$ 425,000	Install new chiller to replace outdoor chillers (\$360,000), new condenser system (\$75,000) for stage.	All areas covered, internal redundancy.	
Provide New 160-Ton Chiller Plus Condenser System Conversion	\$ 525,000	Install new chiller to replace outdoor chillers (\$375,000), and replace condenser system with chilled water	System has internal redundancy (can run at 50%), easier to operate.	Marginal incremental benefit.

Minutes of the City Commission's July 24, 2025 Meeting

		(\$150,000) for stage.		
Provide Two 70-Ton Chiller Plus Replace Condenser System	\$ 550,000	Install new chiller to replace outdoor chillers (\$475,000), new condenser unit and coil (\$75,000) for stage.	Provides some minor system redundancy.	Marginal incremental benefit.

The first option, Continue As-Is will lead to Memorial Hall being climate uncontrolled, and will lead to building degradation. As such, it is recommended that this scenario be disregarded unless abandonment of Memorial Hall is contemplated.

The second option, Provide New 130-Ton Chiller to replace the existing chiller system is the lowest cost project to maintain building climate integrity. It does not, however, address the condensing system that provides cooling to the stage. This system has a leak and requires an evacuation and recharge at each use to maintain comfortable conditions on stage during performances. This recharge costs several hundred dollars each time it is done, and eventually the system will cease to have the ability to retain coolant.

The third option, Provide New 130-Ton Chiller Plus Replace Condenser System is the lowest cost to address the entire building HVAC issue.

The last two options have marginal incremental benefits, cost more, but can be discussed if requested.

Second, on electrical, the scope options are as follows:

Scenario	Cost (+/-30%)	Description	Pros:	Cons:
Continue As-Is	\$ -	As-is, based on emergency egress.	Lowest cost.	Limited shelter usage during power outages in

Minutes of the City Commission's July 24, 2025 Meeting

				inclement weather.
Add Basement Air Handlers, Select Receptacles	\$ 37,000	Provides basement heat for emergencies (shelter).	Provides cold-winter shelter for extended power outages.	
Add Basement Lighting, Air Handlers, Receptacles, Same Size Generator	\$ 137,000	Provides full basement use.	Provides cold-winter shelter for extended power outages.	Minimal added functionality compared to \$37,000 option.
New Generator: All Loads Except: Cooling, Stage Rigging, Theatrical Lighting	\$ 315,000	Provides full basement use, full non-stage lighting, no cooling.	Allows full building use for extended power outages during winter conditions.	No cooling for summer conditions.
New Generator: As Above, Plus Limited Cooling	\$ 386,000	As above adds approximately 33% of cooling capacity.	Allows full building use for extended power outages during winter conditions, some hot-weather relief.	Some discomfort, management of load required.
New Generator: As Above, Near Fully Functional	\$ 475,000	As above, near-normal operation.	Allows near-full building used for extended power outages.	Management of load required.

The first option for electrical backup, Continue As-Is is a viable scope. It is the lowest cost, but does not include creating a building that would be a useful shelter during, for instance, a longer-term power outage during winter. It is the lowest cost, and was likely sized for building egress in the event of an emergency.

The second option, Add Basement Air Handlers, Select Receptacles provides a heated basement for emergency winter use during periods of extended (days) power outage, as well as low-level lighting and availability of some wall outlets. This scope consists of wiring changes to use the building as a shelter. It also provides heat into the building during extended power outages which will protect some (but not all) components from freezing during extended power outages.

The third option, Add Basement Lighting, Air Handlers, Receptacles, Same Sized Generator provides full basement use during power outages, but that is a relatively minimal increase in capacity for the additional \$100,000 cost.

The fourth option, New Generator: All Loads Except Cooling, Stage Rigging, Theatrical Lighting provides full heating of the building for large capacity crowds during an extended power outage.

The fifth option, New Generator: As Above, Plus Limited Cooling provides some cooling so that Memorial Hall could be an all-weather shelter during extended periods without power.

The sixth option, New Generator: As Above, Near Fully Functional allows near-normal function of the building during extended power outages.

For all scenarios, all costs listed are estimated construction costs, and do not include the existing engineering contract.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert the Commission selected the third option for HVAC scope in the amount of \$425,000, and the second option for electrical scope in the amount of \$37,000.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- H. Consider authorizing changes to Maple Street Contract for stormwater and final paving work near the railroad.

After bid and award of the Maple Street Contract, a review of the storm sewer downstream of the connection point showed that there was ballast (large stone) from the railroad bed above inside the stormwater pipe. The implication is that the stormwater pipe has been breached in the vicinity of the Union Pacific railroad bed and that the stormwater system has the potential to impact the integrity of the rail bed over time. As such, it is recommended to drill a new stormwater pipe to replace this existing line.

At the January 26, 2023 City Commission meeting, a change order was approved to bore under the railway. A delay in getting the right-of-way necessary for the installation has caused the costs for that change order to escalate.

The contractor (Bettis Asphalt & Construction, Inc.) has requested an additional \$51,768.00 in Change Order 008 for this work. The alternatives were to re-bid the work or increase the funds associated with this change order. The City requested Shawn Turner from GFT (formerly TranSystems) to provide his recommendation. It follows in italics:

A summary of the Maple Street UPRR boring Change Orders follows:

- 1. Change Order No 5 originally covered the boring and was in the amount of \$353,740 and was executed in January, 2023. This Change Order included \$8,620 in general contractor markup (about 2.4%).*
- 2. The boring was substantially delayed to obtain the UPRR boring permit and easements, all of which have now been obtained.*
- 3. Due to the delay, the contractor requested an additional \$51,768. Note that this amount is direct from the subcontractor, and the general contractor has agreed to no additional markup. This increases the amount of the boring to \$405,508. (\$353,740 plus \$51,768)*
- 4. The subcontractor has provided information regarding cost increases, including from material suppliers, which are attached (RCA note: 11 files submitted are omitted on this for brevity, but available on request for review).*

We have reviewed the documentation provided for the additional \$51,768. We believe the requested increases are reasonable given the time delay from the original proposal and recent volatility in the construction market. The alternative to not accepting additional change order, is to cancel both CO#5, reject this request and prepare a bid package for this portion of the contract. We estimate that our fees to prepare the bid package, and advertise

and bid this portion would be approximately \$20,000. If we were to re-bid this portion of the project, there is no guarantee we would receive a favorable bid, or any bid at all. Working with the UPRR is particularly difficult at times, and sometimes reduces the bidder interest.

Based on our review, we recommend approving the Change Order Number 8 for an additional \$51,768.

Based upon the need to ensure railbed integrity plus the recommendation, it is recommended to approve the attached change order.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission authorized Change Order 008 for the stormwater and railroad changes on Maple Street and the execution of any necessary documents.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- I. Consider approving an agreement with JMZ Corporation as KwiKom to install fiberoptic lines in Penn Terrace Apartments for the purpose of high-speed internet.

The Independence Housing Authority has been working with JMZ Corporation as KwiKom to provide another high-speed internet option for the tenants at Penn Terrace Apartments.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission authorized the Mayor to sign an agreement with JMZ Corporation as KwiKom for the purpose of installing high-speed internet at the Penn Terrace Apartments.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- J. Consider awarding a contract for the pumping station related to the Big Straw.

The first phase of the Big Straw is complete, and water is currently being supplied to the facility via Rural Water District number 6. In order to increase reliability and allow for full design flows, a pump station and standpipe must be installed, along with a standpipe. The pump station has been designed as a “stand alone” package. This pump station will be fabricated offsite, and then delivered as a single unit. That unit has been purchased and is in fabrication.

A bid was let on Tuesday, July 15, 2025 at 11:00 AM for the installation of that pump station as well to furnish and install the standpipe. There was one bidder, APAC-Kansas, Inc. The bid was \$1,973,100, and the engineer's estimate was \$1,924,000.

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission awarded the contract for the pump station to APAC-Kansas, Inc. in the amount of \$1,973,100.00 and for the execution of any necessary documents.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- K. Consider setting a Joint Meeting with the USD 446 Board of Education regarding a proposed use agreement for the softball and baseball fields at Central Park.

In November 2020, the Independence Recreation Commission (IRC) formally requested the addition of soccer fields to the Central Park Sports Complex. Soon after, then-Superintendent Rusty Arnold contacted the City and IRC to explore expanding the project to include baseball and softball fields to serve the high school. In June 2021, Superintendent Arnold communicated to the project consultant that the District sought two regulation-sized baseball fields and two regulation-sized softball fields to be incorporated in the Central Park project. He also actively participated in the project design meetings, along with representatives of the Recreation Commission and the City.

The Central Park project is a multi-phase development designed from the outset to support both student athletics and community recreation.

Motion:

On the motion of Dean Hayse, seconded by Tim Emert, the Commission set a Joint Worksession with the USD 446 School Board to discuss the proposed Use Agreement for the Central Park Sports Complex on August 20, 2025, at 6:00 PM, at Memorial Hall.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- L. Consider approving the submission of a Tenant Based Rental Assistance Grant to Kansas Housing Resources Corporation.

The Independence Housing Authority has annually submitted and been

awarded a Tenant Based Rental Assistance Grant from the Kansas Housing Resources Corporation since 1998. The City of Independence was awarded \$120,000 for 2025. The Tenant Based Rental Assistance Grant is a program that assists low-income families with their monthly rent payments

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission approved the submission of a Tenant Based Rental Assistance Grant to Kansas Housing Resources Corporation.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

- M. Consider Granting an Extension to the 60-Day Neighborhood Revitalization Program Application Deadline for the property located at 113 W. Myrtle Street due to extenuating circumstances.**

Steve Morrison, the property owner of 113 W. Myrtle in Independence, Kansas, was planning to participate in the Rural Housing Incentive District (RHID) program for residential improvements at this address. However, he began construction prior to notifying April Nutt, the City's Program Administrator, which is required in order to initiate the RHID process. As a result, the property is no longer eligible for the RHID program.

Because the RHID and the Neighborhood Revitalization Program (NRP) cannot both be used for the same residential units, Mr. Morrison believed he was ineligible for the NRP and did not submit an application. After realizing he could not participate in the RHID due to timing issues, he expressed interest in applying for the NRP. However, the statutory deadline for submission—60 days from the start of construction—has now passed.

In consultation with Montgomery County Appraiser Melody Kikkert, it was suggested that the decision to allow Mr. Morrison into the NRP program under these extenuating circumstances should be made by the City Commission.

We are requesting direction from the City Commission regarding whether to grant an extension or exception to the 60-day deadline for participation in the Neighborhood Revitalization Program for the improvements at 113 W. Myrtle. This request is based on a good faith misunderstanding of program eligibility and the intent to participate in one of the City's approved housing incentive programs.

Minutes of the City Commission's July 24, 2025 Meeting

Motion:

On the motion of Dean Hayse, seconded by Tim Emert the Commission approved granting an extension to the 60-day Neighborhood Revitalization Program application deadline for improvements at 113 W. Myrtle due to extenuating circumstances.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

VII. REPORTS

A. City Board Minutes

1. June 25, 2025, Independence Recreation Commission Minutes.

2. June 9, 2025 IHPRC Minutes.

B. Monthly Project and Public Works Report

Engineer Garris presented the report.

C. Appropriations

VIII. CITY MANAGER'S COMMENTS

City Manager Passauer listed some upcoming events that include a ribbon cutting at Penn Avenue Fitness on Friday, July 25th, First Friday will be on August 1st, the VSE open house will be on August 6th, the Taste of Montgomery County will be on September 18th and upcoming Commission meetings.

IX. COMMISSIONERS' COMMENTS

None.

X. PUBLIC CONCERNS

None.

Minutes of the City Commission's July 24, 2025 Meeting

XI. 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

W. Scott Smith, Mayor

Dean A. Hayse, Commissioner

Tim Emert, Commissioner

Attest:

City Clerk/Treasurer



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 14, 2025

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider the Library's request to close the 100 block of South 5th and the 200 block of East Maple Street on Friday, October 10, 2025 from 3:00 PM - 9:30 PM for a Rock the Block library event.

SUMMARY RECOMMENDATION Approve the request to close the 100 block of South 5th Street and the 200 block of East Maple Street on Friday, October 10, 2025, from 3:00 PM to 9:30 PM for the Rock the Block Library Event hosted by the Independence Public Library.

BACKGROUND The Independence Public Library, through staff member Brandon West, has requested street closures surrounding the Library to accommodate the “Rock the Block” event scheduled for Friday, October 10, 2025. Rock the Block is a free, family-oriented block party that supports literacy, celebrates community, and promotes public engagement. Highlights of the event include:

- Interactive youth activities
- Food trucks and local vendors
- Community organization booths
- A Touch-A-Truck area for kids
- An outdoor movie screening of James and the Giant Peach at sunset

The street closure will allow safe access to the attractions and walking areas for families in attendance. Requested street closure times are from 3:00 PM to 9:30 PM, allowing for set-up and tear-down around the 5:30 PM event start time.

FINANCIAL INFORMATION There is no financial cost to the City, other than dropping off the barricades. The event is coordinated and sponsored by the Independence Public Library and its partners.

SUGGESTED MOTION I move to close the 100 block of South 5th Street and the 200 block of East Maple Street on Friday, October 10, 2025, from 3:00 PM to 9:30 PM for the Rock the Block Library Event.

SUPPORTING DOCUMENTS

1. Request

John,

Could you ask the city to close the street down on 5th and Maple, surrounding the library from the 5th street alleyway to the alleyway on Maple, for Rock the Block, Friday, October 10 from 3:00 PM - 9:30 PM?

Thank You

--

Brandon West



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 14, 2025**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider waiving Civic Center fees for the Health on Purpose Wellness Fair on September 19, 2025.

SUMMARY RECOMMENDATION Staff recommends waiving fees for the annual Health on Purpose Wellness Fair.

BACKGROUND

Kathy Shepard, RSVP Four County Coordinator, has submitted this request for a waiver of fees associated with the use of City facilities and/or services for our upcoming event, scheduled for Thursday, September 19, 2025, from 7:00 a.m. to 12:00 p.m. This community-centered, no-cost wellness fair is designed to promote physical and mental well-being for residents.

Bloodwork services will once again be offered this year, available to all participants at the highly discounted rate of \$25. This initiative has consistently empowered residents to take proactive steps toward managing their health at an affordable cost.

Kathy requests that the Commission consider waiving any applicable fees to help us continue offering this valuable public service without financial barriers.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to waive fees for the Health on Purpose Wellness Fair on September 19, 2025.

SUPPORTING DOCUMENTS

1. Health on Purpose Wellness Fair

On behalf of the organizing committee for the Health on Purpose Wellness Fair, I would like to request of the city commission to waive the fee for use of the Civic Center for the annual Health on Purpose Wellness Fair. It will be held on September 19, from 7:00 a.m. – 12:00 p.m. and there is not charge for people who are attending. We will also had bloodwork being done again this year and will be available to everyone at the discounted price of \$25. We would like to ask the commission at their meeting on August 14. Thank you in advance for your help on this.

Kathy Shepard

RSVP Four County Coordinator

P.O. Box 688; 3354 Hwy 160

Independence, KS 67301

620-332-1954

kshepard@fourcounty.com



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 14, 2025

Department Park, Zoo & Cemetery

Director Approval Scott Patton

AGENDA ITEM Consider waiving the ordinance prohibiting food trucks in Riverside Park on October 11, 2025, for the ERS Jelly Jam.

SUMMARY RECOMMENDATION I recommend waiving the ordinance prohibiting food trucks in Riverside Park on October 11, 2025 for the ERS Jelly Jam.

BACKGROUND The Eagle Rock Shredders are a local organization which focuses on providing mountain biking opportunities to the public in the Independence area. In addition to developing and maintaining numerous trails near Elk City State Park and the new Central Park Sports Complex entirely through fundraising and volunteer efforts, they have also brought an event to Independence called "The Jelly Roll", which is a mountain bike race held at Elk City State Park. To encourage participants to stay overnight in Independence, ERS holds an event the night before the race called the "Jelly Jam". The event includes a BMX bike show and swap, a freestyle competition, raffles, live music, and a group bike ride through the park and Central Park Sports Complex. As part of the Jelly Jam event, ERS would like to have food trucks available to visitors. The event is scheduled for October 11, 2025.

FINANCIAL INFORMATION No financial impact

SUGGESTED MOTION I move to waive the ordinance prohibiting food trucks in Riverside Park on October 11, 2025 for the ERS Jelly Jam.

SUPPORTING DOCUMENTS

1. 2025 ERS Jelly Jam PAA-Redacted

City of Independence
Park Activity Application

Event Date: Oct. 11, 2025 Time: Start 9:00 am Ending 10:00 pm

Size of Group _____

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

Individual/Business/ Organization: Eagle Rock Shredders

Individual/Business Address: Kenneth Kaiser [REDACTED]

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: Kenneth Kaiser Phone Number: [REDACTED]

Are you renting a building? yes

Please describe your event: Jelly Jam - Old School BMX Bike Show / Swap
bicycle freestyle competition, bike raffle (donations go to AWOL),
"slow roll" (group bike ride), live concert (Good Time Charlie)

Area of the park you are planning on using: East Open 4-H Building,
Hille Band Shell

Services Needed: Barricades Yes No If yes, provide a map for placement.
Barricades must be maned 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: Yes x No If yes, provide a map for location.

Time of street closing: From: _____ To: _____

Times must be approved by park staff.

Electricity x Yes No If so provide the location. East Open 4-H

building - 220/240v

Trash Containers Needed: will need approx 4 standard trash barrels

Special Arrangements: request to designate parking

immediately south of 4-H building as VIP/Handicap
reserve for food trucks: see blue area on map]

Police, EMS or Fire Department Needed: Yes X No If yes, please provide details. _____

Other City Equipment Requested: _____

Attachments:

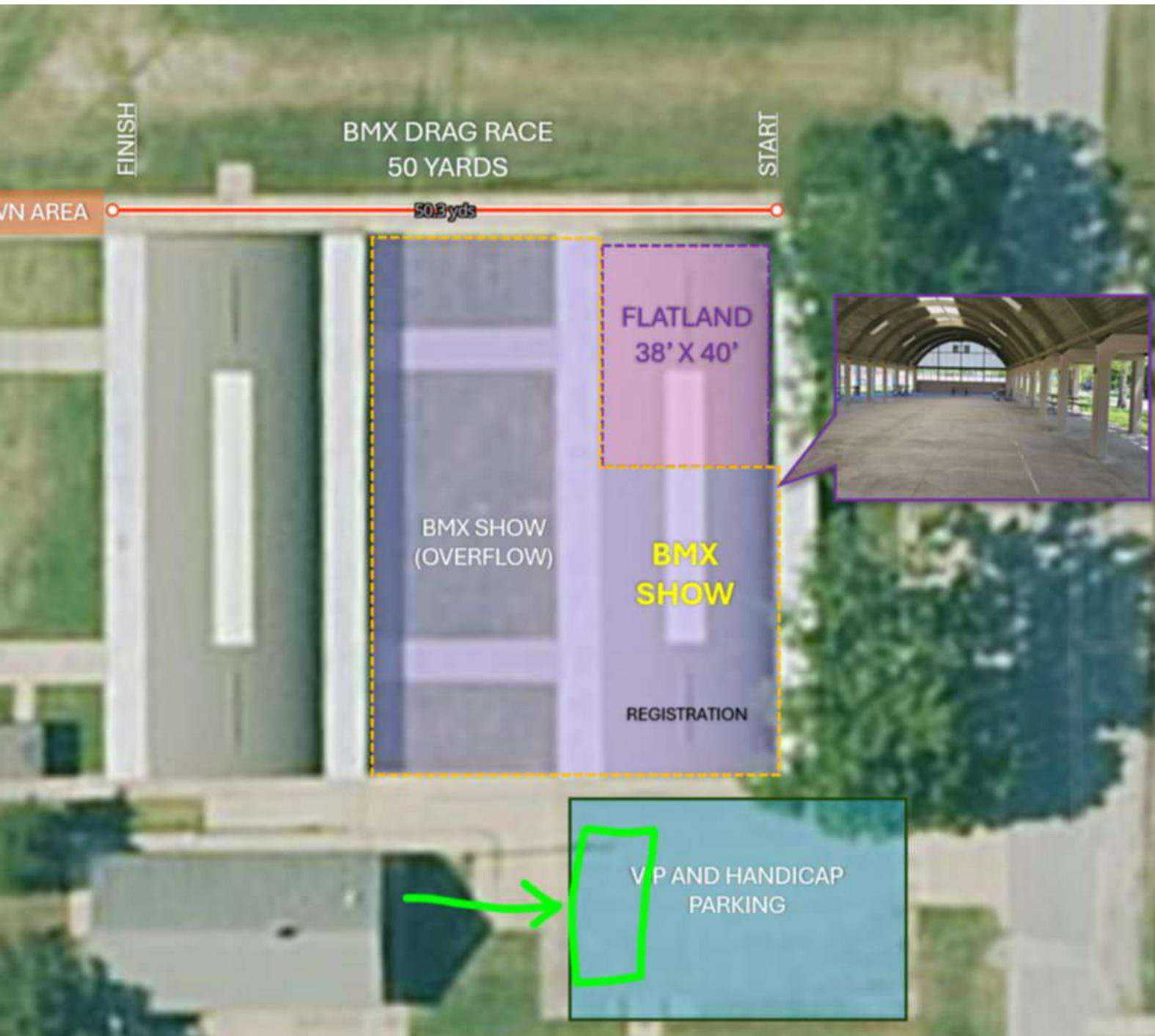
1. A site plan of the event indicating the area being requested and how it will be secured.
2. Proof of general liability insurance against damage caused by the applicant, agents, employees, guests and participants in the event in the amount of not less than \$500,000 single limit per occurrence for 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: Ken Atkan

Date: 8-4-2025

Approved by: _____

Date: _____



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 19 2016**

COMMUNITY FOUNDATION FOR
INDEPENDENCE
C/O JASON RUTLEDGE
PO BOX 1003 315 W SYCAMORE
INDEPENDENCE, KS 67301

Employer Identification Number:
20-5218378
DLN:
17053091313006
Contact Person:
DIANE M GENTRY ID# 31361
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
May 15, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt

Letter 947

COMMUNITY FOUNDATION FOR

organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. Cooper", is written over a faint, circular embossed seal.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 14, 2025

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider waiving fees and allowance of temporary sale signs for Kan-Okla 100-mile highway sale September 11 - 13, 2025.

SUMMARY RECOMMENDATION City staff recommends the Commission's approval.

BACKGROUND Lisa Wilson, Chamber President, has presented a request for the City to Co-Sponsor with the Independence Chamber of Commerce Convention and Visitors Bureau of the 18th Annual KAN-OKLA 100-Mile Highway Sale and Independence City-Wide Rummage Sale, the waiving of sale permit fees, the allowance of temporary sale signs in the rights-of-way on Thursday, September 11th; Friday, September 12th; and Saturday, September 13th ONLY and permission to use the parking lot of 8th & Chestnut behind Ane Mae's Coffee and Sandwich House for a group site.

FINANCIAL INFORMATION This event encourages visitors to Independence which increases the opportunity for additional sales tax revenue.

SUGGESTED MOTION I move to waive rummage sale permit fees, allow temporary sale signs in the rights-of-way, and allow use of the municipal parking lot at 8th and Chestnut on Thursday, September 11th; Friday, September 12th; and Saturday, September 13th ONLY for the 18th Annual KAN-OKLA 100-mile Highway Sale and City-Wide Rummage Sale.

SUPPORTING DOCUMENTS

1. 100 Mile Highway Sale Request 2025.08.06



July 16, 2025

Re: 18th Annual KAN-OKLA 100-Mile Highway Sale and Independence City-Wide Rummage Sale

Independence City Commission:

The Independence Chamber of Commerce is excited about the 18th Annual KAN-OKLA 100-Mile Highway Sale that will pass through our community in September. It's a great community event that welcomes travelers and provides a wonderful opportunity to demonstrate true Independence hospitality. In years past, the City of Independence has co-sponsored the sale. Please accept this letter as a formal request for your participation again this year.

Request: Co-Sponsorship with the Independence Chamber of Commerce Convention and Visitors Bureau of the 18th Annual KAN-OKLA 100-Mile Highway Sale and Independence City-Wide Rummage Sale, the waiving of sale permit fees, the allowance of temporary sale signs in the rights-of-way on Thursday, September 11th, Friday, September 12th and Saturday, September 13th ONLY and permission to use the parking lot of 8th & Chestnut behind Ane Mae's Coffee and Sandwich House for a group site.

Thank you for your consideration,

Lisa Wilson

President, Independence Chamber of Commerce

Independence Chamber of Commerce
PO Box 386
616 North Pennsylvania Avenue
Independence, KS 67301
Phone: 620-331-1890 Fax: 620-331-1899 E-mail: chamber@indkschamber.org



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 14, 2025

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider authorizing bidding of the sanitary sewer installation for the housing development along Rainbow Drive.

SUMMARY RECOMMENDATION Authorize bidding.

BACKGROUND In conjunction with the Independence Housing Authority, the City is developing sanitary sewer for lots south of Rainbow Drive so that they may be developed into housing. TranSystems has provided the City with the attached bid documents for installation of sanitary sewer at that location. The bids will be opened at 10AM, September 18, 2025.

FINANCIAL INFORMATION No new costs will be incurred based on this decision.

SUGGESTED MOTION I move to authorize bidding for the construction of a sanitary sewer line for the lots south of Rainbow Drive.

SUPPORTING DOCUMENTS

1. Rainbow Drive Sanitary Sewer Bid Documents
2. Rainbow Dr SS Final Plans

***CONTRACT DOCUMENTS
FOR***

Independence: Rainbow Drive Sanitary Sewer

CITY OF INDEPENDENCE, KANSAS

July, 2025

TRANSYSTEMS

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

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Independence, Kansas

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TECHNICAL SPECIFICATIONS: KDOT Specifications for Road and Bridge, Latest Edition, with the exception that no-fly ash shall be allowed in concrete mixes and Kansas Department of Health and Environment's (KDH&E) "Minimum Standards of Design for Water Pollution Control Facilities".

INVITATION TO BID

00020

SEALED BIDS for the **Rainbow Drive Sanitary Sewer** project in Independence, KS will be received by **City of Independence, 120 N 6th Street, Independence, Kansas 67301 until 10:00 A.M., September 18, 2025** and then publicly opened and read aloud in **City Commission Room at 10:00 A.M., September 18, 2025.**

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, sdturner@transystems.com or at (620)-331-9621.

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 of Independence, 120 N 6th Street, Independence, Kansas 67301 until 10:00 AM., September 18, 2025** and then publicly opened and read aloud. Each BID must be submitted in a sealed envelope, addressed to City Hall, 120 N 6th Street, Independence, Kansas, 67031

Each sealed envelope containing a BID must be plainly marked on the outside as **BID FOR Rainbow Drive Sanitary Sewer** 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 with 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 at sdturner@transystems.com or (620)-331-9621.

PROPOSAL of _____ hereinafter referred to as BIDDER,
 * a corporation arranged under the laws of the State of Kansas
 * a partnership consisting of
 * An individual d/b/a

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

In response to your Invitation to Bid and having carefully examined the drawings, specifications, related contract documents, all addenda thereto, the project site and conditions related thereto, the BIDDER hereby proposes to perform all work for **Rainbow Drive Sanitary Sewer** 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 **30** 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.

<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	Tree Removal		
		_____ /LS	\$ _____	\$ _____
1-5	795 LF	8-inch Sanitary Sewer		
		_____ /LF	\$ _____	\$ _____
1-6	258 LF	Trenching 0'-6'		
		_____ /LF	\$ _____	\$ _____
1-7	396 LF	Trenching 6'-8'		
		_____ /LF	\$ _____	\$ _____
1-8	141 LF	Trenching 8'-10'		
		_____ /LF	\$ _____	\$ _____

1-9	3 EA	Standard Manhole, 4' Diameter	_____ /EA	\$ _____	\$ _____
1-10	5.47 VF	Extra Depth Standard Manhole	_____ /VF	\$ _____	\$ _____
1-11	1 LS	Connect to Existing Lift Station	_____ /LS	\$ _____	\$ _____
1-12	1 LS	Traffic Control	_____ /LS	\$ _____	\$ _____

Total Bid Amount, Rainbow Drive Sanitary Sewer:

_____ Dollars (\$ _____)

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

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

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

Respectfully submitted,

ATTEST: _____

Name of Contractor

By

Title

(SEAL)
(If Bid is a corporation)

Address (including zip code)

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 construction of **Rainbow Drive Sanitary Sewer.**

NOW, THEREFORE,

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

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

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

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

 Principal (L.S.)

 Surety

By: _____

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

AGREEMENT

00500

THIS AGREEMENT, made this _____ day of _____, 2025, by and between the City of Independence, Kansas, hereinafter called "OWNER" and _____ hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of Rainbow Drive Sanitary Sewer project from near N. 24th St. to near Regency Drive.

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

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date as stipulated in the NOTICE TO PROCEED and will complete the same within 90 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to pay, without condition or recourse, as liquidated damages to the Owner the sum of One Thousand and 00/100 dollars (\$1,000.00) for each consecutive calendar day after the stated DATE OF COMPLETION or extension thereto that the CONTRACTOR shall be in default. CONTRACTOR further agrees to reimburse the subcontractors, suppliers, engineers, and other contractors of the OWNER for costs incurred and/or damages suffered by reason or reasons attributable to the CONTRACTOR's failure to complete the CONTRACT by the completion date, or extensions thereof. Said liquidated damages and payments shall be withheld from the payments due the contractor. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____.

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

- (A) Summary of prices and totals
- (B) Agreement Form
- (C) Payment Bond
- (D) Performance Bond
- (E) Notice to Proceed
- (G) Specifications prepared by TranSystems

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

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

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in four (4) copies each of which shall be deemed an original on the date first above written.

OWNER: City of Independence, Kansas

(SEAL)

By: _____
Name: _____
Title: _____

Notary Public
My commission expires: _____

CONTRACTOR: _____

(SEAL)

By: _____
Name: _____
Title: _____

Notary Public
My commission expires: _____

NOTICE OF AWARD

00501

TO: _____

PROJECT Description: **Rainbow Drive Sanitary Sewer:**

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 _____ 2023

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: **Rainbow Drive Sanitary Sewer**

You are hereby notified to commence WORK in accordance with the Agreement dated _____
2025, 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 _____, 2025, 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:

(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

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 **Rainbow Drive Sanitary Sewer** project 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 _____

:

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 _____, 2023.

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.

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

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

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

3. SCHEDULES, REPORTS, AND RECORDS:

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

3.2 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 ENGINEER'S approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

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

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

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

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

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

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

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

6. MATERIALS, SERVICES, AND FACILITIES:

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

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

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

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

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

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

7. INSPECTION AND TESTING:

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

7.2 The OWNER shall provide all inspection 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'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 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.

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: _____

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 sanitary sewer improvements as shown on the plans.
- 1.2 The work consists of piping, excavation, equipment, concrete and electrical modifications for grinder stations.

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 The Types of submittal requirements specified in this section include shop drawings, product data, samples and miscellaneous work-related submittals. Individual submittal requirements are specified in applicable sections for each unit of work.
- 1.2 Definitions: Work-related submittals of this section are categorized for convenience as follows:
 - 1.2.1 Shop drawings include specially-prepared technical data for this project, including drawings, diagrams performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed for general application to several projects.
 - 1.2.2 Product data includes standard printed information on materials, products and systems not specially prepared for this project, other than the designation of selections from among available choices printed therein.
 - 1.2.3 Samples include both fabricated and unfabricated physical examples of materials, products, and units of work, both as complete units of work, either for limited visual inspection or (where indicated) for more detailed testing analysis.
 - 1.2.4 Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, survey data and reports, copies of industry standards record drawings, field measurements data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

2. GENERAL SUBMITTAL REQUIREMENTS

- 2.1 Coordination and Sequencing: Coordinate preparation and processing of submittals with performance of the work so that work will not be delayed by submittals. Coordinate and sequence different categories of submittals for same work, and for interfacing units of work, so that one will not be delayed for coordination with another.
- 2.2 Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, contractor, subcontractor, submittal name, specification section, and similar information to distinguish it from other submittals. Show contractors executed review and approval marking and provide space for Engineer's "Action" marking. Package each submittal appropriately for transmittal and handling. Submittals which are received from sources other than Contractor's office will be returned "without action".
- 2.3 Transmittal Form: Prepare a draft of special transmittal form for project, and submit to Engineer for acceptance. Provide places to indicate project, date, "To", "Form", names of subcontractors, suppliers, manufacturers, required references, category and type of submittal, purpose, description, distribution record, (for both transmittal and submittals), and signature of transmitter.
- 2.4 Provide contractors certification on form, ready for execution, stating that information submitted complies with requirements of contract documents.

3. PRODUCT DATA

- 3.1 Collect required data into one submittal for each unit of work or system; and mark each copy to show which options are applicable to project. Include manufacturers standard printed recommendations for application of labels and seal, notation of field measurements that have been checked, and special coordination requirements.
- 3.1.1 Maintain one set of product data (for each submittal) at project site, available for reference by Owner/Engineer and others.
- 3.1.2 Do not submit product data or allow it's use on the project until compliance with requirements of contract documents has been confirmed by contractor. Submittal is for information and record, unless otherwise indicated. Initial Submittal is final submittal unless returned promptly by Engineer, marked with and "Action", which indicates an observed non-compliance. Submit three copies for Engineers review, Plus additional copies (which will be returned) where required for maintenance manuals.

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 Description: The work of this section consists of excavation for trenches relating to the construction of underground piping, utilities, and structures requiring trenching. There will be no distinction made in any definition or classification of excavation covered by this section between wet or dry materials below the surface of the earth. Trench excavation shall be considered as unclassified, which shall consist of all materials of whatever character encountered in the work, including soil, solid rock, fragmented rock, water, or other. Work under this section shall also include:
- 1.1.1 All sheeting, shoring, bracing, protection of adjacent property, preparation of all subgrades, storage of excavated materials, backfilling, tamping, grading, and surfacing.
 - 1.1.2 Diversion of surface water, and all pumping, draining, or other means of dewatering excavations.
 - 1.1.3 All subsequent handling and disposal of excavated material, together with the preparation of all trench subgrade.
- 1.2 Safety: The Contractor shall protect all excavations and trenches from settlement or displacement by approved means of bracing, shoring, sloping and/or other methods acceptable to local, state and federal regulatory authorities. All existing underground utilities and structures as well as all surface improvements and structures shall be protected and their functional purpose preserved.

2. CLASSIFICATION OF EXCAVATION

- 2.1 All excavation shall be considered as unclassified.

3. TRENCHING

- 3.1 Lines and Grades: The Contractor shall furnish and set all stakes for the lines and grades as shown on the drawings including all grade boards, uprights, and accessory materials required. Grade boards shall be installed across the trench at intervals not to exceed 25 feet. The Contractor shall be held responsible for verification of lines and grades as established and shown on the drawings. The Owner may check the line and grade at any given point before backfilling has been started, and if there is a variation of more than two-hundredths (0.02) of a foot from the true grade, the same shall be raised or lowered as required.
- 3.1.1 In the event a laser beam is used to set line and grade for the pipe laying operation, grade stakes shall be set at each manhole and at 25 feet, 50 feet, 100 feet, and then 100-foot increments thereafter, upgrade of the manhole. The laser must be checked at the beginning of each day and at each grade stake to insure the proper line and grade of the pipe.
- 3.2 Excavation: All excavation for trenches shall be made with a sufficient working space to permit the placement, inspection, and completion of all work contemplated in the contract. Excavated material that is unsuitable for backfill, and all boulders exposed by grading shall be removed from the work area. Trenches shall be excavated in accordance with the drawings for trench width relative to trench depths.

- 3.2.1 Trenches shall be excavated to six inches below the bottom of the pipe when set to established flow lines. Should the trench be excavated more than six inches below the bottom of the pipe, the Contractor shall use only granular stone bedding material to establish flow line grade.
- 3.2.2 Trench excavation shall, in all cases, be made continuous from the ground surface to the established trench depth. Materials excavated shall be stockpiled at the sides of the trench and within established area limits so as to minimize inconvenience to the public, and damage to vegetation and structures in the area.
- 3.2.3 Trenching, shoring, bracing, and shields shall be placed by the Contractor wherever necessary for the proper preservation of any excavation, embankment, or structure. Where the ground is of such a character or other conditions are such as to render it necessary, the sheeting shall be closely driven and to such depth below the lowest point of the final excavation as may be directed. The Contractor shall be held responsible for the sufficiency of all sheeting and bracing used, and for any and all persons injured, or property damaged as the result of improper quality, strength, placement, maintenance, or removal of the same. No extra compensation will be made for sheeting and bracing, whether left in place or not. The Contractor shall, at his own expense, shore up, protect, and insure from injury all buildings, retaining walls, piers, and footings, storm sewers, sanitary sewers, gas lines, water lines, fences, curbs, trees, or other property liable to be injured during the process of the work, and he will be held responsible for all damage which may occur by reason of prosecution of the work. Sheeting, shoring, and bracing shall be provided, installed, and maintained to protect the excavation, insure the safety of workmen, and as required by applicable federal, state, and local laws, rules, and regulations.
- 3.2.4 Trench width from six inches below the bottom of the pipe to six inches above the pipe bell shall be held to 1.4 times the outside diameter of the pipe plus twelve inches. Trench width above these levels may be wider to accommodate shoring, bracing, and shields, but shall be kept within practical limits. Contractor shall not receive additional payment for extra trench width.
- 3.3 Removal of Water: The Contractor shall furnish and operate sufficient pumps and appliances, and shall provide all material, labor, etc. required to prevent interference with any work by water, ice, or snow. Damage of any kind resulting from insufficient pumping facilities or similar lack of proper conduct of the work shall be made good by the Contractor at his own expense. No structure and pipes shall be placed in water and water shall not be allowed to run into or cover any concrete work or pipe, or into or through any pipe, unless by special permission given by the Owner in writing.
- 3.4 Record Drawings: Even though all excavation shall be considered unclassified for pay purposes, the Contractor shall clearly indicate on the Record Drawings (which he shall submit to the Owner) the elevations and extent of all solid rock encountered during construction of the project.

4. BACKFILLING AND COMPACTING

- 4.1 Material used for backfilling of trenches shall be free from perishable matter and from other material liable to become unstable when saturated with water after having been compacted. No frozen material shall be used in backfill. Care shall be taken to prevent damage to the pipe and structures. Special precautions shall be taken in backfilling over pipes. No backfill shall be placed over any portion of pipes and/or joints not inspected by the Owner. The granular stone bedding material shall be brought to a depth of at least six inches over the top of the pipe bell, with this material carefully deposited in uniform layers not exceeding six inches in depth, and each layer carefully and solidly tamped with mechanical tampers in such

a manner as to avoid damage to pipe or disturbing completed work. Unless noted otherwise on the drawings, backfilling for the remainder of the trench shall be previously excavated gravel, sand, or earth, and shall contain no stone over ten inches in its largest dimensions. Stones smaller than that size may be used in proportion not exceeding one part of stone and three parts of earth in any place. This backfilling shall be deposited and spread in layers and solidly tamped. As the trenches are backfilled, the Contractor shall remove all surplus material and regrade the surface leaving it in good order. The trenches shall be filled to the ground surface elevation which previously existed, unless shown otherwise on the drawings.

- 4.1.1 The Contractor may be required to settle certain backfill material with water, in addition to other backfilling procedures. The water will be furnished by the Contractor without cost to the Owner. Methods and procedures in using the water shall be approved by the Owner prior to carrying out the operation.
- 4.1.2 Whenever, in the opinion of the Owner, the excavated material is not suitable for backfilling the trench, or there is a deficiency of material, the Contractor shall, at his own expense, provide suitable material.
- 4.1.3 All excess excavation materials shall be cleaned up by the Contractor as directed. All backfilled trenches shall be maintained by the Contractor for a period of one year after Final Acceptance of the work by the Owner.
- 4.2 Roadway Crossings: At all open-cut roadway crossings, and as noted elsewhere, the trench shall be backfilled to grade with granular stone meeting the requirements of Section 02222 - GRANULAR STONE BEDDING AND BACKFILL.
- 4.3 Private Drives, Field Entrances, etc.: At all open-cut crossings of private drives, field entrances, and the like, the trench backfill shall be deposited and spread in layers and solidly tamped to Range "B" compaction requirements set forth in Section 02250 - COMPACTION CONTROL AND TESTING. Private drives, etc. shall be backfilled "immediately" upon completion of the pipe laying across the drive. The driving surface shall be restored to its original condition immediately following proper compaction of the backfill.

5. MEASUREMENT AND PAYMENT

- 5.1 Trenching, backfilling, and compacting shall not be measured or paid for separately, but shall be considered incidental to other bid items. Such price and payment shall be considered full compensation for all labor, equipment, tools, materials, and incidentals necessary to complete the section.

GRANULAR STONE BEDDING AND BACKFILL-----02222

1. GENERAL

- 1.1 Description: The work of this section shall consist of furnishing, hauling, placing, and compacting granular stone for bedding underground utility piping, and for granular stone backfill at streets and other locations shown on the drawings.

2. MATERIALS

- 2.1 Pipe Bedding: Aggregate shall be well-graded crushed stone conforming to ASTM Designation C33, Gradation 67, 1-inch to No. 8 as follows.

<u>Laboratory Sieve</u>	<u>Amounts Finer than Weight %</u>
1"	100
3/4"	90 -100
3/8"	20 - 55
No. 4	0 - 10
No. 8	0 - 5

- 2.2 Pipe Backfill: Granular stone backfill under paved areas shall be identical to the pipe bedding material specified in paragraph 2.1.

3. EXECUTION:

- 3.1 Pipe Bedding: Granular stone shall be placed in the trench and shaped so as to provide uniform support for the bottom quadrant of the pipe barrel. The bedding shall be not less than six (6) inches in thickness. Following the placement of the pipe, the trench shall be filled with granular stone bedding material to a minimum compacted depth of six (6) inches above the pipe bell. Bedding installation in trench shall be to the widths and depths as shown on the drawings.
- 3.2 Pipe Backfill: Granular stone backfill it shall be of the specified gradation and shall be placed in the trench in maximum 24-inch thick layers and compacted to 80% of maximum density.
- 3.3 Alternates: Other materials for granular stone backfill, or other construction methods in lieu of granular stone backfill may be allowed if approved by Engineer.

4. MEASUREMENT AND PAYMENT

- 4.1 Granular stone bedding and backfill shall not be measured separately, and shall be paid for in the piping bid items to which it relates. Such price and payment shall constitute full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete this section.

1. GENERAL

- 1.1 Description: The work of this section consists of bringing to finish grade all areas on the site and furnishing all labor, materials, tools, and equipment necessary to complete this section.

2. EXECUTION

- 2.1 The Contractor shall grade the earth as indicated on the drawings and as directed by the Engineer.
- 2.2 The top four inches of all excavated areas to be seeded or other areas indicated on the plans shall consist of topsoil. Topsoil shall not be placed until the area has been shaped, trimmed, and smoothed, and if the existing surface has become hardened or crusted, it shall be disced or raked so as to provide a bond with the layer of topsoil. The surface of the topsoil shall be free from lumps and clods and shall conform to the lines and grades shown on the drawings, and shall be left in a condition that can be mowed by residential equipment.
- 2.3 Areas within the construction limits shall be graded smooth and left with a neat and sightly appearance. The final grade around all structures shall be pitched to drain water away for the structures, and toward the roadside ditches, and natural drainageway.

3. MEASUREMENT AND PAYMENT

- 3.1 Finish grading and topsoil placement associated with construction shall not be measured or paid for separately, but shall be included in the price and payment for the bid item in which it relates.

1. GENERAL

- 1.1 Description: The work of this section shall consist of furnishing all equipment, labor materials, tools, and incidentals necessary to provide for the safety of the employees and to protect the excavations for both structural and trenching and existing structures; and as required by the applicable federal and state laws and regulations.

2. MATERIALS

- 2.1 As required.

3. METHODS

- 3.1 Responsibilities: The Contractor is solely and totally responsible for the design, installation, maintenance, and safety of any shoring and/or bracing that may be required.
- 3.2 Type of Shoring & Bracing: The type of shoring and bracing shall be that which is removable following the installation of the sewer or structure. No permanent type of shoring or sheeting shall be used which must remain within the limits of the excavation.

4. MEASUREMENT AND PAYMENT

- 4.1 Measurement and Payment: No measurement and payment shall be made for this item as performance shall not be payable directly, but shall be considered a subsidiary obligation of the Contractor under other bid items to which it relates and as deemed necessary by conditions prevailing.

1. GENERAL

- 1.1 Description: The work of this section shall consist of furnishing, hauling, storing, and installing solid wall polyvinyl chloride (PVC) plastic pipe for gravity sewers and water supply systems.

2. MATERIALS

- 2.1 Gravity Sewer Pipe: PVC pipe for gravity sewers 4" through 15" in diameter shall meet the requirements of ASTM D3034, latest revision, SDR-26. PVC pipe for gravity sewers 18" through 24" diameter shall meet the requirements of ASTM F679, latest revision, Type 1, SDR-35. Pipe shall be extruded with one end to serve as a spigot end and the other as a bell end, with a gasket groove molded inside for retention of a rubber gasket used in making the joint. Joints shall meet the requirements of ASTM D3212. Standard laying lengths shall be 12.5 feet or 20 feet.

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

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

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

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

- 2.2 Water Supply Pipe & Pressurized Sewer Piping: PVC pipe shall be CL 200, conforming to ASTM D2241, latest revision. Pipe shall be extruded with one end to serve as a spigot end and the other as the bell end, with a gasket groove molded inside for retention of a rubber gasket used in making the joint. Standard laying lengths shall be 12.5 feet or 20 feet. ASTM pressure rated PVC pipe (steel pipe OD) used for water lines shall be National Sanitation Foundation approved.

- 2.2.1 Fittings for PVC pipe 4" in size and larger shall be D.I. mechanical joint with PVC transition gaskets.

3. EXECUTION

- 3.1 Installation: PVC pipe shall be installed as specified in Section 02722 – SANITARY SEWER SYSTEMS.

4. MEASUREMENT AND PAYMENT

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

SANITARY SEWER SYSTEMS 02722

1. GENERAL

- 1.1 Description: The work of this section shall consist of installing the gravity sewers to the lines and grades shown on the drawings and as specified herein.

2. MATERIALS

- 2.1 Gravity Sewer System: Gravity sewer lines shall be solid wall polyvinyl chloride (PVC) pipe meeting the requirements of Section 02622 - PLASTIC PIPE.

3. EXECUTION

- 3.1 Handling, Receiving and Delivery of Materials: All materials shipped by rail shall be carefully inspected for damage in transit in the cars. If damaged material is found, it shall not be unloaded except upon instructions from the official freight agent. In the event of damaged pipe, it may be lifted out of the cars and placed along the switch site, but no material shall be removed from the railroad company property. If materials are delivered by truck, they shall be inspected as they are unloaded. Damaged pipe shall not be left at the job site, but shall be removed promptly so that rejected material will not mistakenly be used in construction. All pipe, pipe fittings, and other accessories and materials shall be unloaded in such a way as to avoid damage due to shock. Under no circumstances shall pipe be dropped to the ground from cars or trucks. Special precautions shall be taken to prevent one pipe from striking another forcefully.
- 3.2 Storage: All materials shall be placed for storage in suitable places. As pipe is placed along the intended alignment of the trench, it shall be placed with bell ends facing the direction in which work will proceed (upstream), unless otherwise directed.
- 3.3 Pipe Inspection: Before pipe is lowered into the trench, the pipe shall be inspected for defects. Ductile iron pipe shall be rung with a light hammer to detect cracks. Any defective, damaged, or unsound pipe shall be rejected.
- 3.4 Pipe Cleaning: A thorough cleaning of each pipe section shall be done just before the section is lowered into the trench. A suitable swab shall be pushed through the pipe to insure that all foreign matter and dirt is removed from the inside of the pipe. The pipe shall be kept clean by approved means during and after laying.
- 3.5 Cutting Pipe: All cutting of pipe shall be done in a neat manner with the least amount of waste of pipe involved and without damage to existing or new pipe lines.
- 3.6 Pipe Installation: All pipes, pipe fittings, etc. shall be lowered into the trench piece by piece by means of derricks, ropes, or other suitable equipment. Under no circumstances shall pipe or other materials be dropped into the trench. The pipe shall be laid with bell holes upstream, i.e., in the direction of laying operations. Pipe shall be laid in a bed of granular stone as shown on the drawings and as specified in Section 02222 - GRANULAR STONE BEDDING AND BACKFILL. In all cases, full length joints of pipe shall be used except in making closures. The pipe shall be laid on grade with a grade rod that has an iron heel for the invert and notches for the line stretched over the pipe between the grade boards. Grade lines shown on the profile drawings are the internal invert lines of the sewer pipe. Pipe laying machines, laser beams, or other devices may be used in lieu of a grade rod so long as comparable results are achieved. Bedding and backfilling of the pipe shall be in accordance with Section 02221 - TRENCHING, BACKFILLING, AND COMPACTING. At the close of each day's work, or when pipe is not being laid, the end of the pipe shall be stopped to

overcome possible uplift and prohibit contamination. Any pipe which settles before acceptance, or which is not in true alignment, shall be taken up and replaced by the Contractor at his expense.

- 3.7 Joints: At all pipe joints, the granular stone bedding shall be excavated sufficiently so that the pipe bell will not rest on the bedding materials, but all the weight of the pipe shall be evenly distributed along the entire length of the barrel of the pipe. Care shall be taken to insure that the joints of the pipe are clean and free of any foreign material, and constructed watertight at all points. Any leaks or other defects discovered at any time before the final acceptance of the work shall be immediately repaired, or that portion of the sewer rebuilt, if necessary.
- 3.8 Removal of Buildings, Structures, and Improvements: Where buildings, structures, improvements, or materials of value are encountered in the area where sewer line is to be installed, the Contractor shall provide for the removal, protection, and disposition of these elements. The Contractor shall consult with the Owner relative to the proposed means of removal. All fences disturbed during construction shall be restored to a condition at least equal to that which existed prior to construction, unless specifically directed otherwise by the drawings. Certain repaired fence sections shall require installation of a fence gate. Locations of these gates shall be as called out on the drawings. Gates shall conform to the details shown on the drawings.
- 3.9 Stream Crossing: Stream crossing with sewer lines requiring special construction shall be installed as shown on the drawings, with the length of the crossing being determined by the Plan and Profile drawings.
- 3.10 Separation of Sewer and Water Lines: When sanitary sewers are to be laid parallel to existing potable water lines, it will be necessary to maintain at least ten feet horizontal separation between the sewer and water lines. At points where sewers cross water mains with less than 18 inches of vertical separation, sewers shall be constructed of ductile iron or pressure class 200 PVC (DR14) for ten feet each direction from the crossing point.
- 3.11 Lateral Sewers: The exact location of all tee or wye branches and other special pieces shall be carefully ascertained by the Owner before concealment by backfilling, by accurate measure from the center of the manhole next below in the same line of pipe; that a true and exact record may be preserved for future use.

No tee or wye branch or special piece shall be covered before its exact location has been noted and recorded. If the sewer is being laid within the street right-of-way, all laterals shall extend to the right-of-way line.

4. TESTING

- 4.1 General: Completed gravity and pressure sewer shall require pneumatic or hydrostatic testing for the purpose of locating potential infiltration and/or exfiltration within the system. Testing shall be as specified in Section 02749 - SEWER AND MANHOLE TESTING.

5. MEASUREMENT AND PAYMENT

- 5.1 Sanitary sewer shall not be measured and 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 consists of pneumatic and pressure and vacuum testing of completed sewers, manholes, and appurtenances for the purposes of measuring the amounts of infiltration and/or exfiltration prevailing or possible within any section of sewer line, any manhole, or appurtenances, and also the deflection test of flexible pipe.

2. MATERIALS AND EQUIPMENT

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

3. EXECUTION

- 3.1 Pneumatic Testing: The Contractor shall perform low pressure air testing on all sections of completed sewer, 4-inch through 27-inch, in the presence of the Engineer. It will be the responsibility of the Contractor to furnish and operate equipment capable of making the required tests. Testing methods and air leakage following procedures shall be Followed:
- 3.1.1 Procedures, Above Groundwater Table: All pneumatic plugs shall be seal-tested before being used in the actual test installation. One length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be checked. Air shall be introduced into the plugs to 25 psig. The sealed pipe shall be

pressurized to 5 psig. The plugs shall hold against this pressure without bracing and without movement of the plugs out of the pipe.

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

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

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

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

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

3.2 Hydrostatic Testing of Gravity Sewer Lines, 27 inch through 96-inch: The Contractor will

be required to make hydrostatic infiltration/exfiltration tests of all sewer line sections and crossings, in the presence of the Engineer, to demonstrate that the lines are free of leaks.

3.2.1 Where the top of the sewer is below water level, a 1/2" galvanized pipe nipple is to be cast into each manhole wall and capped on the inside. The pipe nipple is to be located at the top of the inside bore of sewer pipe.

3.2.1.1 A test is to be made on each run of sewer line between each two manholes. Tests may be made as each section is completed or may be made after entire line is completed. In any event, satisfactory test results must be obtained before the line or any part thereof will be accepted.

3.2.1.2 All tests are to be conducted in the following manner:

3.2.1.3 Test plugs are to be placed in the end of each sewer pipe on the upstream side of both manholes and inflated to a maximum pressure of 16 psig. Plugs are to be thoroughly blocked to prevent them from blowing out. A clear plastic hose is to be attached to the pipe nipple in the upstream manhole to use as a sight glass and the groundwater level recorded. The sewer pipe and upstream manhole are to be filled with water to a level 4 1/2 feet above the groundwater level or 7 feet above the pipe invert, whichever is higher. Ten minutes shall then be allowed for absorption, after which the water level shall be brought back to the test elevation.

3.2.1.4 The specified head shall be maintained on the pipe for a period of eight hours. Sufficient water shall be added to maintain this level. All water added shall be metered to within one-tenth of a gallon and recorded. The maximum allowable leakage shall be as specified herein.

3.2.1.5 The Contractor shall provide all water, pumping facilities, and metering facilities necessary to perform the tests. After each test, all test water is to be pumped out.

3.3 Infiltration/Exfiltration Allowance

3.3.1 Sewers 27" through 96" Diameter: Exfiltration or infiltration shall not be permitted to exceed 200 gallons per inch of pipe diameter per mile per day for any section of sewer.

3.3.1.1 After the test is carried out, a measurement of any flow in the sewers shall be made by the Contractor, in the presence of the Engineer, to determine if the flow is below 200 gallons per inch diameter per mile per day limitation. Vacuum testing of manholes may be conducted.

3.4 Vacuum Testing of Manholes:

3.4.1 A vacuum test shall be conducted on each manhole utilizing the NPC System, Inc. apparatus. Systems utilizing a vacuum induced with vacuum measurement by others will be considered.

3.4.2 Vacuum testing shall be conducted after manholes are constructed, but prior to backfilling operations. All lift holes and notable holes or cracks shall be filled with a non-metallic non-shrink grout, and all interior and exterior coating shall be applied. Pipe plugs shall be inserted to all pipes entering the manhole and secured in place.

3.4.3 A test head closure shall be inserted at the inside of the top of the manhole section in accordance with the system manufacturer's instructions. The test head

shall be secured and sealed to prevent air inflow.

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

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

60 seconds for 48" diameter manhole

75 seconds for 60" diameter manhole

90 seconds for 75" diameter manhole

105 seconds for 96" diameter manhole

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

4. DEFLECTION TEST ON FLEXIBLE PIPE

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

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

5. MEASUREMENT AND PAYMENT

5.1 Sewer pipe and manhole testing shall be measured on a lump sum basis.

5.2 Payment: Shall be paid for at the price stated in the Bid Schedule. Payment shall constitute full compensation for all labor, equipment, materials, tools, water, and incidentals for testing. No payment will be made for retesting. No payment will be made for performing the deflection test on flexible pipe.

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.

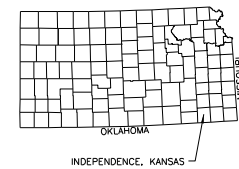
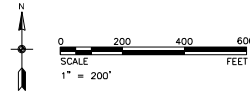
3.1.7 Cleaning: All new units shall be cleaned of silt, debris, or foreign matter of any kind.

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.

SHEET	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES, PROJECT CONTROL & QUANTITIES
3 - 4	PLAN & PROFILES LINE B
5 - 7	APPURTENANCE SHEETS



PROPOSED PAVEMENT	
SIDEWALK	
SLOPE PROTECTION	
PROPOSED CONTOUR ELEVATIONS	800
EXISTING CONTOUR ELEVATIONS	800
PROPOSED SANITARY SEWER	
EXISTING SANITARY SEWER	SS
PROPOSED STORM SEWER	
PROPOSED IMPROVEMENTS	50
EXISTING RIGHT-OF-WAY	R/W
PROPERTY LINE	
PROPOSED WATER	
EXISTING WATER LINE	W
UTILITY POLE	
TELEPHONE RISER	
TELEPHONE LINE	T
GAS LINE	G
FIBER OPTIC	FO
EXISTING FENCE	
TREES	

KELLY PASSAUER
CITY MANAGER
CITY OF INDEPENDENCE

DATE _____

TRANSYSTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

RAINBOW DRIVE SANITARY SEWER
INDEPENDENCE, KANSAS

[illegible]

PROJ NO: P112250004
SCALE: 1" = 200'
DATE: 7/28/2025
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: SDT

SHEET TITLE:

COVER
SHEET

SHEET NO.

1

SHEET 1 OF 7

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

PROJECT CONTROL

TRANSYSTEMS

15 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-0048

1. ALL WORK PERFORMED SHALL BE IN CONFORMANCE WITH KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT'S (KDHE) "MINIMUM STANDARDS OF DESIGN FOR WATER POLLUTION CONTROL FACILITIES".
2. ALL WORK PERFORMED SHALL BE IN CONFORMANCE TO PROJECT SPECIFICATIONS, EROSION CONTROL AND CONSTRUCTION METHODS TO BE USED FOR PAVEMENT, ASPHALT, BACKFILL, SEEDING AND GENERAL CONCRETE CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR STATE ROAD AND BRIDGE CONSTRUCTION, 2007 EDITION, AS PUBLISHED BY THE KANSAS DEPARTMENT OF TRANSPORTATION, LITERATURE OTHERWISE SPECIFIED ON THESE PLANS, OR IN SPECIAL PROVISIONS.
3. EXISTING UTILITIES SHOWN ON THESE PLANS ARE LOCATED ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE LOCATION, DEPTH AND SIZE OF ALL UTILITIES PRIOR TO EXCAVATION. CONTRACTOR IS RESPONSIBLE TO PROTECT ALL DEEPER UTILITIES EXPOSED BETWEEN NEW CONSTRUCTION AND EXISTING UTILITIES. SEE SHEET 6 WHERE ANY PART OF THE IMPROVEMENT IS TO BE LOCATED UNDER EXISTING UTILITIES THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT SUCH UTILITIES. THE CONTRACTOR SHALL COORDINATE BRACING OF UTILITY POLES WITH THE UTILITY OWNER PRIOR TO EXCAVATION, IF NECESSARY.
4. THE CONTRACTOR SHALL CONFINE HIS OPERATIONS TO THE BOUNDARIES OF THE EASEMENTS WHERE IMPROVEMENTS ENCOACH ON PRIVATE PROPERTY. CONTRACTOR MUST OBTAIN PERMISSION IN WRITING FROM THE OWNER OF SUCH PROPERTY PRIOR TO STARTING WORK ON THAT SECTION.
5. THE CONTRACTOR SHALL PROTECT EXISTING RIGHT-OF-WAY AND SURVEY MONUMENTS. ANY MONUMENTS DISTURBED DURING CONSTRUCTION SHALL BE RESET BY A REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
6. THE CONTRACTOR SHALL REMOVE ALL TREES NECESSARY FOR COMPLETION OF WORK. THE CONTRACTOR SHALL WORK AROUND EXISTING STRUCTURES, PAVEMENTS AND UTILITIES. ANY DAMAGE TO THESE STRUCTURES OR UTILITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT PROPERTIES FROM THE EFFECTS OF CONSTRUCTION.
7. ALL EARTHWORK SHALL BE UNCLASSIFIED UNLESS INDICATED OTHERWISE ON PLANS.
8. DE-WATERING NECESSARY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SUBSIDIARY TO RELATED ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE DRAINAGE.
9. THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AT LEAST ONE WEEK BEFORE ANY WORK ON THEIR PROPERTY OR REMOVING FENCES, TREES AND PIPES.
10. ALL BITUMINOUS MIXTURES SHALL BE PLACED IN ACCORDANCE WITH SECTION 603 OF STANDARD SPECIFICATIONS.
11. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A SCHEDULE OF OPERATIONS AT THE BEGINNING OF EACH WEEK.
12. ALL PAVEMENT REMOVED BY THIS CONSTRUCTION SHALL BE SAW CUT TO NEAT LINES PRIOR TO REMOVAL. EXCAVATED MATERIAL WILL BE SAW CUT PRIOR TO PLACING PAVEMENT.
13. WHEN REMOVING EXISTING STRUCTURES AND PIPES, TRENCHES SHALL BE BACKFILLED IN THE SAME MANNER AS BACK FILLING OF NEW STRUCTURES AND PIPES.
14. THE CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROL IN ACCORDANCE TO MANUAL UNIFORM TRAFFIC CONTROL DEVICE (MUTCD) VERSION THROUGHOUT THE PROJECT IN HIGHWAYS, STREETS AND INTERSECTION. ALL ENTRANCES SHALL BE BLOCKED WITH BARRICADES WHILE THE ALLEY IS UNDER CONSTRUCTION.
15. THE CONTRACTOR SHALL NOTIFY THE CITY FOR THE REMOVAL AND RELOCATION OF THE PARKED CARS AT LEAST 48 HOURS IN ADVANCE.
16. RIGHT-OF-WAY AND EASEMENTS SHOWN IS APPROXIMATE AND DOES NOT DEPICT A LEGAL SURVEY. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXACT LOCATION OF RIGHT-OF-WAY AND EASEMENTS AND CONTAINING CONSTRUCTION ACTIVITIES WITHIN THOSE LIMITS.
17. THE CONTRACTOR WORK HOURS SHALL BE LIMITED TO 7 A.M. TO 6 P.M., MONDAY THRU FRIDAY, UNLESS OTHERWISE PROVIDED BY THE OWNER.
18. REMOVAL AND RESETTING OF RESIDENTIAL FENCE SHALL BE SUBSIDIARY TO SANITARY SEWER MAIN AND SERVICE

CONTROL	SHEET	DESCRIPTION	DIST.
CP 1	3	1/2" IRON ROD, SOUTHWEST CORNER OF LOT 20, BLOCK "D" HORIZON ESTATES 1. NORTHEAST TO CHISLED SQUARE T.B.M. 2. NORTHEAST TO SOUTHWEST CORNER OF CONCRETE PAD FOR LIFT STATION 3. N. NORTHEAST TO SOUTHWEST CORNER OF CONCRETE PAD FOR LIFT STATION 4. WEST TO POWER POLE 5. N 1538.390.19 E 2118799.88 6. STA 9+99.85 20.20' RT ELEV 808.43	25.29' 1.30' 15.27' 20.78'
CP 2	4	SET 1/2" REBAR WITH CAP 1. NORTH TO BACK OF CURB ON VALLEY GUTTER 2. NORTH TO CENTERLINE OF RAINBOW DRIVE 3. NORTHEAST TO CENTERLINE OF VALLEY GUTTER LINE OF VALLEY GUTTER 4. NORTHEAST TO SOUTHWEST CORNER OF MAG NAIL IN GUTTER LINE OF VALLEY GUTTER 5. N 1538.559.19 E 2192222.25 6. STA 14+16.08 14.26' NAW ELEV 814.61	5.00' 20.30' 9.24' 14.00'

ITEM	DESCRIPTION	QTY	UNIT
1.	MOBILIZATION	1	LUMP SUM
2.	CONSTRUCTION STAKING	1	LUMP SUM
3.	CLEARING & GRUBBING	1	LUMP SUM
4.	TREE REMOVAL	1	LUMP SUM
5.	8" SANITARY SEWER	795	LF
6.	TRENCHING 4'-8"	396	LF
7.	TRENCHING 8'-10"	141	LF
8.	STANDARD MANHOLE 4' DIA.	3	EA
9.	EXTRA DEPTH STANDARD MANHOLE	5.47	VF
10.	CONNECT TO EXISTING LIFT STATION	1	EA
	TRAFFIC CONTROL	1	LUMP SUM

PROJECT BENCH MARK

CONTROL	SHEET	DESCRIPTION	DIST.
TBM	3	CHISELED SQUARE ON THE EAST SIDE OF CONCRETE PAD FOR LIFT STATION	
		1. SOUTH TO SOUTHEAST CORNER OF CONCRETE PAD FOR LIFT STATION	4.88'
		2. NORTH NORTHWEST TO NORTHEAST CORNER OF CONCRETE PAD FOR LIFT STATION	5.08'
		3. STA 10+02.07 4.99' LT ELEV 809.83	



UTILITY NOTES:

Visual indications of utilities are as shown. Underground locations shown, as furnished by their lessors, are approximate and should be verified in the field at the time of construction. For actual field locations of underground utilities, call 1-800-344-7233. Verification of utilities is the Contractor's responsibility.

The Contractors shall be responsible for contacting all Utility Companies, even if remotely involved with the project, for field location of all underground utility lines prior to any excavation.

CONSULTANTS:RAINBOW DRIVE SANITARY SEWER
INDEPENDENCE, KANSAS[illegible]

PROJ NO: R11225000

SCALE: N/A
DATE: 7/28/2025
DESIGNED BY: SD
DRAWN BY: CLH
CHECKED BY: SD

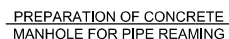
SHEET TITLE:

GENERAL NOTES CONTROL & QUANTITIES

SHEET NO.

SHEET NO. 2
SHEET 2 OF

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

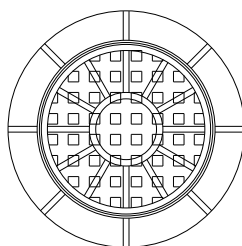


TYPE B LID (INDENTED)
MACHINED HORIZONTAL SURFACE

A
B
C
D
E
F

CENTERING LIPS (A) OR MID-RING

SECTION



STANDARD MANHOLE FRAME & COVER

TYPE "A" EQUAL TO NEENAH CAT. NO. R-1736A OR
DEETER CAT. NO. 1315
FRAME & COVER SHALL BE CAST IRON MEETING
ASTM A-48-76 CLASS 30/MIN.



GENERAL NOTES

1. INVERTS COMING IN AT AN ELEVATION HIGHER THAN THE OUTLET INVERT SHALL BE FLEETED TO A UNIFORM SLOPE TO FACILITATE SMOOTH AND UNINTERRUPTED FLOW.
2. PIPE SHALL EXTEND THROUGH MANHOLE WALL, GASKET AND TERMINATE APPROXIMATELY 3" PAST THE INSIDE FACE. MANHOLE INVERT (PRE-CAST BASE PLACEMENT) SHALL ALLOW PIPE DEFLECTION THROUGH THE GASKET SEAL. INVERTS SHALL PROVIDE A SMOOTH TRANSITION FROM PIPE TO PIPE WITHOUT HINDERING EFFECTIVENESS OF GASKET SEAL.
3. ALL BEDDING SHALL BE STANDARD BEDDING UNLESS OTHERWISE SPECIFIED ON PLANS OR IN SPECIFICATIONS.
4. BEDDING SHALL BE SUFFICIENT TO SUPPORT BEDDING OF THE PIPE. BEDDING SHALL BE SUFFICIENT TO BE BEDDED SHALL BE BACKFILLED WITH BEDDING MATERIAL, AT NO EXTRA COST TO OWNER. ALL LOOSE MATERIAL SHALL BE REMOVED FROM THE TRENCH PRIOR TO PLACING BEDDING MATERIAL.
5. WHEN JOINTS ARE TO BE MADE, OR PIPE JOINTS THE LAYING OF SAID PIPE SHALL BE TERMINATED WHEN THE TEMPERATURE IS BELOW 20°F, EXCEPT AS SPECIFICALLY AUTHORIZED BY THE ENGINEER.
6. THE METHOD OF LAYING SHALL BE AS SPECIFIED ON THE PLANS OR IN THE SPECIFICATIONS. THE PIPE LAY METHOD SHALL INCLUDE SETTING OF MANHOLE SECTION ON SOLID CONCRETE BLOCKS TO THE PROPER GRADE AND LOCATION FOLLOWED BY A MONOLITHIC BASE AND INVERT POUR ON UNDISTURBED EARTH AND VIBRATED. PRE-CAST BASES AND INVERTS SHALL INCLUDE MANHOLE AND INVERTS AND SHALL BE SET ON SOLID CONCRETE BLOCKS TO THE PROPER GRADE AND LOCATION FOLLOWED BY A MONOLITHIC BASE TO THE PROPER GRADE AND LOCATION PRIOR TO INSTALLING PIPES. MOVING OF THE BASE SECTION TO MAKE THE PIPE CONNECTION WILL NOT BE ALLOWED. IN UNSTABLE EARTH THE ENGINEER MAY REQUIRE THE CONTRACTOR TO POUR A MONOLITHIC BASE TO THE PROPER GRADE AND LOCATION PRIOR TO INSTALLING PIPES.
7. MANHOLE BARREL SECTIONS SHALL BE WATERPROOFED ON THE INTERIOR & EXTERIOR USING KOPPERS BITUMASTIC SURF PIPE GASKET, RAM-NEX PRIMER 1, OR EQUAL.
8. PIPE MANHOLE COVER SHALL BE MINIMUM 8 INCH THICKNESS BENEATH THE MANHOLE WALL.

TRANSYSTEMS

15 SOUTH 6TH STREET
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INDEPENDENCE, KS 67301
PHONE: 620-331-3999
FAX: 620-446-9048

CONSULTANTS:

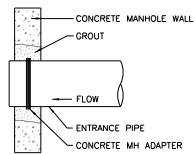
RAINBOW DRIVE SANITARY SEWER
INDEPENDENCE, KANSAS[illegible]

1310

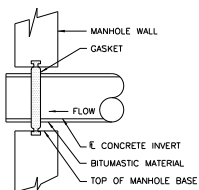
PROJ NO: P11225000
SCALE: N/A
DATE: 7/28/2025
DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: SDT

SHEET TITLE:
SANITARY SEWER
APPURTENANCE
SHEET 1 OF 3
& QUANTITIES

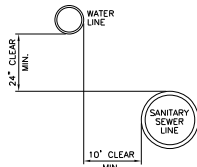
SHEET NO. 5



CONCRETE MANHOLE ADAPTER
(USE FOR PIPES ENTERING EXISTING MANHOLE WALLS)



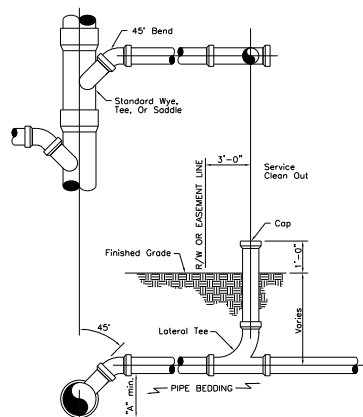
FLEXIBLE WALL CONNECTION



SEPARATION RECOMMENDATIONS

PLAN VIEW

SECTION VIEW



SEWER SERVICE NOTES:

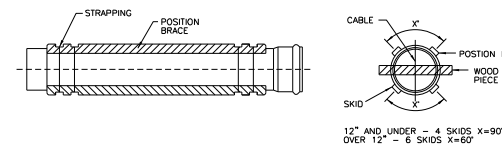
PIPE I.D.	"A" (FT.)
8"	1.167
10"	1.333
12"	1.500
15"	1.667
18"	1.833

- 1) INSTALL PLASTIC LOCATOR TAPE OVER SERVICE LINES AS PER SPECIFICATION.
- 2) INSTALL SERVICE LINES @ 2.0% GRADE. INSTALL SERVICE LINES IN ACCORDANCE WITH PROJECT SPECIFICATIONS AND PLUMBING CODES. TRENCHING, BACK FILLING, AND COMPACTION SHALL BE PERFORMED ACCORDING TO PROJECT SPECIFICATIONS. COMPACTION SHALL BE 95.0% IN R/W'S AND 90.0% IN EASEMENTS.

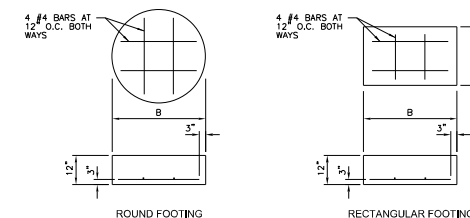
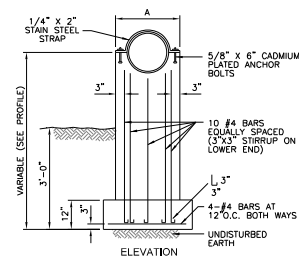
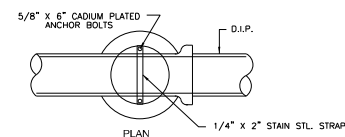
CLEANOUT TO INCLUDE:

- 1 STANDARD WYE, TEE OR SADDLE
- 1 BEND
- 1 LATERAL TEE
- 1 CAP
- 15 LF PVC

SEWER SERVICE CLEANOUT AND DETAILS



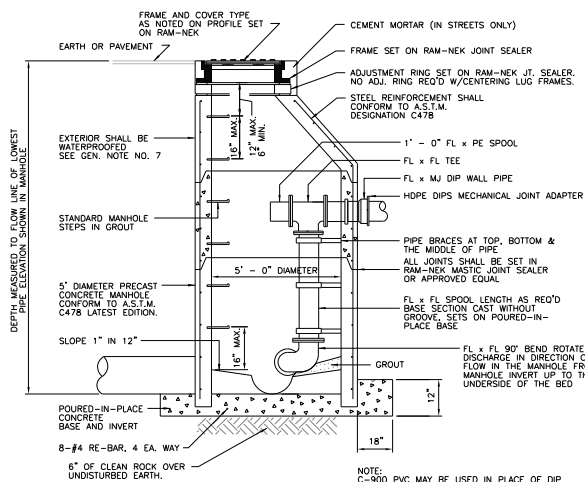
CASING DETAIL



NOTE
WHEN SOLID ROCK IS ENCOUNTERED, OMIT FOOTING DRILL DOWN. HOLES 24" INTO SOLID ROCK WITH 5-34" #11 DOWELS, GROUTED IN PLACE W/EMBEDDING GROUTING COMPOUND OR EQUAL.

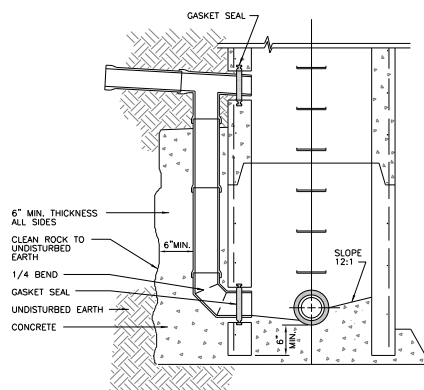
PIPE SIZE	ROUND PIER			RECTANGLE PIER		
	A	B	C	A	B	C
8"	18"	24"	24"	18"	24"	24"
10"	18"	30"	24"	18"	30"	24"
12"	18"	36"	24"	18"	36"	24"
15"	24"	36"	24"	24"	36"	24"
18"	24"	40"	24"	24"	40"	24"

PIER DETAILS



INTERIOR DROP DETAIL

N.T.S.



EXTERIOR DROP DETAIL

(DROP CONNECTIONS MINIMUM DROP 2 FEET)

IF THIS DRAWING IS LESS THAN 24" X 34" IT IS A REDUCED SIZE DRAWING

TRANSISTEMS

115 SOUTH 6TH STREET
SUITE B
INDEPENDENCE, KS 67301
PHONE: 620-331-0889
FAX: 620-464-6648

CONSULTANTS:

RAINBOW DRIVE SANITARY SEWER
INDEPENDENCE, KANSAS



REVISIONS:

PROJ NO: P112250004
SCALE: N/A
DATE: 7/28/2025

DESIGNED BY: SDT
DRAWN BY: CLH
CHECKED BY: SDT

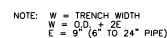
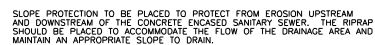
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**SANITARY SEWER
APPURTENANCE
SHEET
2 OF 3**

SHEET NO.

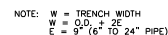
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SHEET 6 OF 7



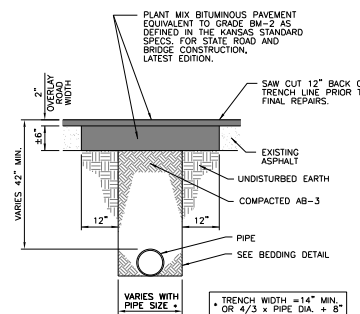
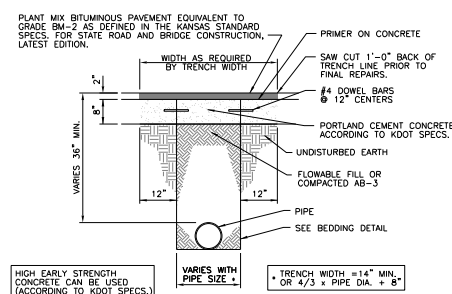
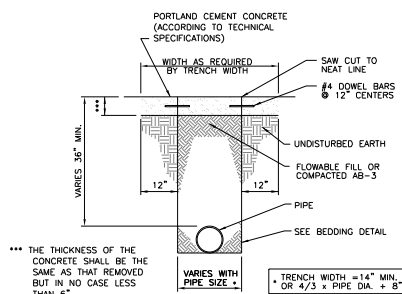
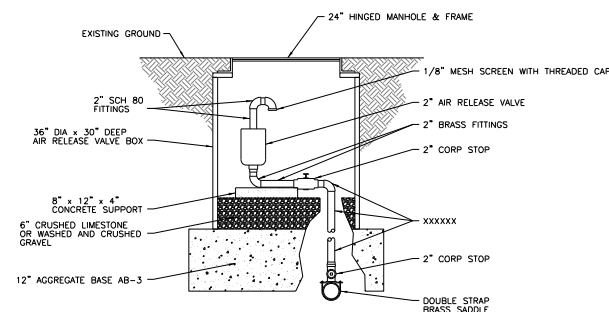
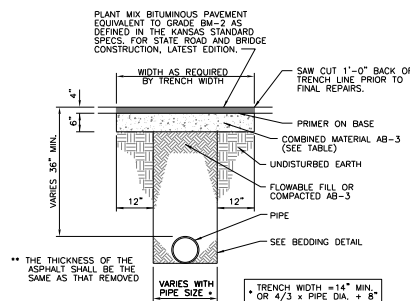
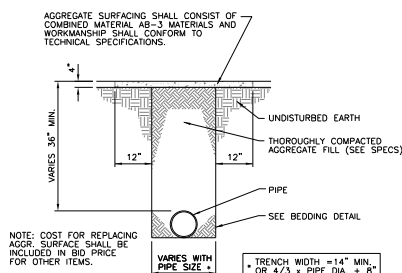
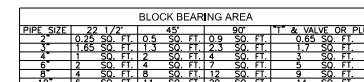
MIN. DEPTH OF BEDDING FOR DUCTILE IRON PIPE 1/8" PIPE DIAMETER, FOR P.V.C. PIPE, BEDDING SHALL EXTEND TO 6" OVER TOP OF PIPE.

FOR CONCRETE ENCASEMENTS GREATER THAN 20 FEET IN LENGTH, PLACE FOUR #3 REINFORCING BARS SPACED EVENLY AROUND THE PERIMETER OF THE SANITARY SEWER PIPE. IF OVERLAPPING IS NECESSARY, USE A 6 INCH OVERLAP LENGTH.



PASSING	1 INCH SIEVE	100%
PASSING	3/4 INCH SIEVE	90 - 100%
PASSING	3/8 INCH SIEVE	20 - 55%
PASSING	NO. 4 SIEVE	0 - 10%
PASSING	NO. 8 SIEVE	0 - 5%

MIN. DEPTH OF BEDDING FOR DUCTILE IRON
PIPE = $1/8"$ X PIPE DIAMETER. FOR P.V.C. PIPE,
BEDDING SHALL EXTEND TO 6" OVER TOP OF PIPE





REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 14, 2025

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider rebidding 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 was previously advertised and no bids were received. The new bid date, if approved, would be September 18, 2025.

FINANCIAL INFORMATION No new funds are obligated based upon this decision.

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

SUPPORTING DOCUMENTS



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 14, 2025

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider awarding a contract for engineering services for the KAIP airport grant to H. W. Lochner, Inc.

SUMMARY RECOMMENDATION Authorize award.

BACKGROUND The City applied for a Kansas Department of Transportation (KDOT) Kansas Airport Improvement Program (KAIP) grant in January, 2025 and accepted the grant in June.

The reason that this project was proposed is that in order to maintain pavement integrity on the north apron.

Our airport engineering consultant, H.W. Lochner, Inc. has provided a contract for engineering services in the amount of \$80,000. Based on the grant, the City's share of this cost will be \$8,000.

This contract will not be executed prior to receiving the executed KAIP grant.

FINANCIAL INFORMATION This will be paid for with Airport Capital Improvement Funds (Fund 021).

SUGGESTED MOTION I move to award a contract for engineering services to H.W. Lochner, Inc. in the amount of \$80,000 and to allow the execution of any necessary documents upon receipt of the executed KAIP grant.

SUPPORTING DOCUMENTS

1. 2025-08-07 - FOR CITY Consultant Agreement - IDP Asphalt Apron Rehab

CONSULTANT AGREEMENT

Owner: City of Independence, Kansas

Client: City of Independence, Kansas

Consultant: H.W. Lochner, Inc. ("Lochner")

Date:

Project: Rehabilitate Asphalt Apron Pavement

Lochner and the Client (collectively, the "Parties" and individually, a "Party") agree as follows:

1. **Agreement.** This Agreement is a contract between Lochner and the Client for Lochner to perform consulting, engineering, and/or design services on the Project.

2. **Lochner.** Lochner is the Client's Consultant for the services listed in this Agreement which Lochner is contracting to provide for the Project, and Lochner shall facilitate the exchange of information between or among Lochner and the Client, Lochner and other consultants retained by the Client, and Lochner and other consultants that Lochner may have retained for the Project. All communications between Lochner and the Client shall be through Lochner unless the Client authorizes otherwise.

Lochner represents that it is a properly licensed engineering firm and is registered to practice its profession and to conduct business in the State of [Kansas](#).

3. **Scope of Services.** Lochner shall perform the services set forth in Attachment A Scope of Work/Services, as awarded herein (the "Services").

4. **Compensation.** The Client shall compensate Lochner in accordance with Attachment B Agreement Price and Schedule of Values

5. **Schedule.** Lochner shall perform its Services within a timeframe mutually agreed to by Lochner and the Client as specified in Attachment C.

Lochner shall strive to cooperate with and to coordinate its Services with the activities of all other parties to the Project, including other consultants retained by the Client.

6. **Additional Services.** If the Client requests Lochner to perform services that Lochner believes to be in addition to the Services specified in Section 3 of this Agreement, and for which Lochner believes it is entitled to additional time or additional compensation, before commencing with any Additional Services Lochner shall submit a written cost estimate and revised schedule in accordance with Section 15 of this Agreement. Lochner shall not commence with any Additional Services without written authorization by the Client.

7. **Standard of Care.** The standard of care applicable to Lochner's Scope of Services shall be the degree of skill and care normally employed by professionals engaged to perform services similar to the Services required herein at the same time and in the same geographic area as the performance of Services hereunder and on projects similar in size and scope to the Project. In the

event a standard of care is prescribed by statute, such statutory formulation shall be the Standard of Care.

8. Payment. Lochner shall send invoices to the Client at monthly intervals. Payment will be made to Lochner for invoiced Services not more than thirty (30) days following submittal of invoice to the Client.

9. Correction of Work. Lochner shall correct any Services that fail to conform to the Standard of Care set forth in Section 7 of this Agreement at Lochner's own expense.

10. Termination. Lochner may terminate this Agreement upon five (5) days written notice if the Client breaches any term of this Agreement. The Client may terminate this Agreement upon seven (7) days written notice without cause for the Client's own convenience. If this Agreement is terminated by Lochner for the Client's breach, the Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination as a result of the Client's breach. If this Agreement is terminated by the Client for its convenience, Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination.

11. Insurance. Lochner will provide and maintain the following policies of insurance under the terms and conditions set forth below:

1. Professional Liability Insurance retroactive to the date of commencement of Lochner's services in relation to the Project with a per claim and aggregate limit in the amount of the greater of \$1.0 million. This policy shall be maintained in effect for a period of one (1) year after completion of all Lochner's Services hereunder.

2. Commercial General Liability ("CGL") Insurance in the amount of \$1.0 million per occurrence, \$1.0 million aggregate limit, and \$1.0 million products and completed operations aggregate limit. In addition to the coverage provided by the Commercial General Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury, property damage, products-completed operations (for a minimum of five (5) years after completion of work) and broad form contractual liability.

3. Comprehensive Automobile Liability ("Auto") Insurance in the amount of \$1.0 million per occurrence, and \$1.0 million aggregate limit. In addition to the coverage provided by the Comprehensive Automobile Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury and property damage arising out of owned, hired, leased and non-owned vehicles, automobiles, trucks and trailers.

4. Workmen's Compensation Insurance in the amount of the statutory maximum, if there is one, and if there is no statutory maximum, in the amount of \$1.0 million and Employer's Liability Insurance of at least \$1.0 million.

5. Umbrella Excess Liability Insurance in the minimum amount of \$3.0 million each occurrence, and \$3.0 million aggregate limit. The Umbrella Excess Liability Insurance shall be written on an umbrella excess basis over, and shall follow form to, the Commercial General Liability Insurance policy, the Comprehensive Automobile Liability Insurance policy, and the Employer's Liability Insurance policy. The Umbrella Excess Liability Insurance policy shall be endorsed to provide defense coverage obligations.

Lochner will include coverage for its subcontractors in its policies or obtain from each subcontractor equivalent insurance as required of Lochner hereunder. The provisions of Section 11 shall apply equally to Lochner's subcontractors as they do to Lochner.

All insurance policies will be endorsed to provide that the insurance company will give the Client at least thirty (30) days written notice of cancellation or material change prior to such cancellation or modification.

Prior to commencement of Lochner's Scope of Services hereunder, Lochner shall provide the Client with certificates of insurance evidencing the requirements set forth herein.

12. Indemnification. Lochner agrees to indemnify the Client and its officers, directors, members, managers, employees and assigns (the "Indemnitees") from and against liability, claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees, expert witness costs, other litigation costs, judgments, settlements and economic losses) (collectively the "Losses" and individually, a "Loss") arising out of or resulting from negligent performance of any Services or duties under this Agreement by Lochner, its subcontractors, lower-subcontractors, or agents of any tier or their respective employees provided, however, that in the event of a Loss arising out of damages to persons or property, the foregoing obligation (1) shall not require Lochner to indemnify any Indemnatee for Losses other than to the extent caused by the act, omission or default of Lochner, its contractors, subcontractors, lower-subcontractors, materialmen, or agents of any tier or their respective employees, where such is prohibited by law, and (2) shall not require Lochner to indemnify any Indemnatee for Losses caused in whole or in part by any act, omission, or default of the Indemnatee, where such is prohibited by law. If the obligation to indemnify set forth in this Section is broader than that allowed by applicable law, this Section should be interpreted as providing the broadest indemnification obligation permitted and should be limited only to the extent necessary to comply with that law.

Lochner shall reimburse the Client for its reasonable attorneys' fees, expert witness costs and other litigation costs to enforce this Section 12 and shall survive the termination or full performance of this Agreement by either or both Lochner and/or the Client. Section 12 is to be read separately and independently of Section 11 and the additional insured obligations therein contained.

13. Waiver of Immunity. In claims against any person or entity indemnified under Section 12 by an employee of Lochner, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable (a "Claimant"), the indemnification obligation under Section 12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Claimant's employer under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. Ownership of Documents. If the Agreement requires that any of the Client's documents, drawings, plans, specifications, or other work product are, or shall become, the property of another person, Lochner shall, at the Client's request, assign all rights of ownership of any like document prepared by Lochner to the same person.

15. Changes. Client may, by written direction only, make changes, revisions, additions, or deletions (collectively called "changes") to this Agreement. Any claim by Lochner for an adjustment under this paragraph must be asserted in writing fully supported by factual documentation to the Client, within fifteen (15) calendar days from the date of receipt by Lochner of the written change

order from the Client, or within such extension of this period as Client, in its sole discretion, may grant in writing at Lochner's request prior to expiration of said period.

Claims arising under this Agreement shall be decided in the state or federal courts located in [Kansas](#).

16. Confidentiality. Lochner acknowledges, that as part of Lochner's relationship with the Client, it will have access to information that is not publicly available ("Confidential Information"). Lochner agrees that it will maintain strict confidentiality with respect to such Confidential Information and will not, directly, or indirectly, disseminate it or use it for any purpose unrelated to Lochner's obligations under this Agreement. Lochner shall not, without the prior written consent of the Client, make any public statement, announcement or release concerning the Project or the Confidential Information to trade publications, the press, or any other individual, corporation, partnership, or entity except as may be necessary to comply with the requirements of any applicable law, governmental order or regulation. In the event Lochner believes it is required to disclose any Confidential Information in order to comply with any applicable law, governmental order or regulation, Lochner shall promptly notify the Client of same with sufficient time to allow the Client to object or otherwise take actions to prevent the disclosure of such Confidential Information.

17. Quality Control/Quality Assurance. Lochner shall perform Quality Control/Quality Assurance (QC/QA) commensurate with the Standard of Care throughout the provision of all Services by Lochner pursuant to the terms of this Agreement.

18. Miscellaneous Provisions.

1. Assignment. Lochner shall not assign this Agreement or the benefits arising therefrom without the prior written consent of the Client.

2. Integration. This Agreement represents the entire and integrated Agreement between Lochner and the Client and supersedes all prior negotiations, representations or agreements, either written or oral.

3. Third Parties. There are no third-party beneficiaries to this Agreement other than as expressly indicated in Section 11 (Insurance) and Section 12 (Indemnification).

4. Invalidity. In the event any provision or part of a provision of this Agreement is found invalid by a tribunal of competent jurisdiction, (i) the other provisions or parts of the provision of this Agreement shall remain in full force and effect notwithstanding such finding, and (ii) the Agreement shall be interpreted to, as closely as possible, effectuate the purpose the original Agreement language.

5. Mutually Negotiated. The Parties acknowledge that the terms and conditions of this Agreement have been the subject of mutual negotiation, and that this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

6. Survival. Notwithstanding anything herein to the contrary, the provisions of this Agreement providing for limitation of or protection against liabilities between the Parties, shall survive termination of the Agreement and/or completion of the Services hereunder.

7. Limitation of Liability. Lochner's liability for any claim or breach of Standard of Care shall be limited to the amount ~~of its Compensation as defined~~ shown in Section 4 11.1.

8. Notices. Unless otherwise provided herein, all notices, requests, consents, approvals, demands and other communications to be given hereunder shall be in writing and shall be deemed given upon (a) the date of delivery when hand delivered to the respective Parties as set forth below, or (b) actual receipt as evidenced by proof of delivery by a national courier service or the United States Postal Service, addressed to the respective Parties at the following addresses:

Notice to Lochner:

Ian Wright, PE, CM, ENV SP
iwright@hwlochner.com

Project Manager
H.W. Lochner, Inc.
15717 College Boulevard
Lenexa, KS 66219

Notice to Client:

John Garriss
engineer@independenceks.gov

City Engineer/Director of Public Works & Utilities
City of Independence, Kansas
120 N. 6th Street
Independence, KS 67301

9. Mutual Waiver of Consequential Damages. In no event shall either Party, their members, managers, affiliates, officers, directors, employees, agents, or shareholders be liable to the other Party for any special, incidental or consequential damages, direct or indirect, including, but not limited to, lost revenue, lost profits, financing costs, overhead, penalties, fines, liquidated damages and lost opportunities, whether incurred by a Party or by third parties to that Party may be liable, whether sounding in breach of contract, warranty, tort (including negligence), strict or statutory liability or otherwise, arising from or relating to the Services under this Agreement.

10. Electronically Produced Documents. Electronically produced documents will be submitted in data files compatible with AutoCAD Release 2020. Lochner makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

Because data stored on electronic media can deteriorate undetected or be modified without Lochner's knowledge, the electronic data files submitted to the Sponsor or other Agencies will have an acceptance period of thirty (30) days. If during that period the Sponsor or other Agencies find any errors or omissions in the files, Lochner will correct the errors or omissions as a part of the basic Agreement. Lochner will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

11. Engineer's Opinion of Probable Project Cost and Construction Cost. Since Lochner has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, Lochner's opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of Lochner's experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Lochner cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by Lochner. However, Lochner represents that it will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Client.

12. Force Majeure. Any delay or failure of Lochner in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Lochner, provided that prompt written notice of such delay or suspension be given by Lochner to the Client. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Lochner shall be reimbursed for the cost of such delays.

13. Client's Responsibilities.

- a. Arrange for access to and make all provisions for Lochner to enter upon public and private property as required for it to perform his/her services.
- b. Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- c. Designate in writing a person to act as Client representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.
- d. Give prompt written notice to Lochner whenever Client observes or knows of any development that affects the scope or timing of Lochner's services.
- e. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the project.
- f. Available information relating to environmental conditions at the property, including any permits, clearances, investigations, and remediation required for federal, state, and local agencies identified by environmental consultants for the Sponsor in currently available reports.

14. Mandatory Federal Contract Provisions. [N/A.](#)



H.W. LOCHNER, INC.

CITY OF INDEPENDENCE, KANSAS

By: Erik Vlink

By: _____

Title: Business / Operations Manager

Title: _____

Date: 7/11/2025

Date: _____

Attachments

Attachment A Scope of Work/Services

Attachment B Agreement Price and Schedule of Values

Attachment C Project Schedule

SCOPE OF WORK/SERVICES

WHEREAS, the Client has agreed to employ the Consultant to provide the engineering services required for preparing a Construction Safety and Phasing Plan (CSPP) report, designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and project budget. The Consultant shall also assist the Client with bidding and administrative services. The Client may enter into a separate agreement for the additional services for providing construction administration, construction observation, and materials acceptance testing services for the proposed Project upon completion of the Design Phase services.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily FAA Advisory Circulars (AC) and Central Region Guidance publications.

- AC 150/5300-13B *"Airport Design"*
- AC 150/5340-1M *"Standards for Airport Markings"*
- AC 150/5370-2G *"Operational Safety on Airports During Construction"*
- AC 150/5370-10H *"Standard Specifications for Construction of Airports."*

The following is a detailed description of the specific engineering services that are a duty of this Agreement.

A. BASIC SERVICES

1. Preliminary

- a. Coordinate with the Client regarding Project scope, schedule, and budget.
- b. Conduct pre-design Microsoft Teams meeting, prepare minutes, and distribute to attendees.
- c. Conduct site visit to assess condition of pavement, gather project quantities, and identify key project phasing elements with City and Textron.

2. CSPP Report

- a. Prepare Construction Safety and Phasing Plan (CSPP) Report: The CSPP Report will be prepared in accordance with the guidelines included in Chapter 2, *"Construction Safety and Phasing Plans"* and Chapter 3, *"Guidelines for Writing a CSPP"* of Advisory Circular (AC) 150/5370-2G. The CSPP document will also include the Phasing Plans prepared for the Project that are applicable to all phases of construction.
- b. Submit preliminary CSPP Report, along with preliminary Construction Plans and Contract Documents/Technical Specifications as listed in A.3.a.3), to the Client and KDOT for review and comment. PDF copies will be submitted electronically with hard copies provided upon request. (This submittal shall be considered the 90% complete project submittal.)
- c. Finalize CSPP Report with consideration of preliminary review comments and submit Final CSPP Report, along with Final Construction Plans and Contract Documents/Technical Specifications as listed in A.3.a.5) to the Client and KDOT for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request.

3. Plans and Specifications

a. Prepare Construction Plans and Contract Documents/Technical Specifications for the Project.

- 1) Prepare Construction Plans for the Project. The Construction Plans will generally include the following:
 - Title Sheet
 - General Layout and General Notes
 - Construction Safety and Phasing Plan
 - Construction Safety Details
 - Summary of Quantities and Pay Item Notes
 - Pavement Condition Photos
 - Pavement Marking Removal Plan
 - Pavement Rehabilitation Plan
 - Pavement Rehabilitation Details
 - Pavement Marking Plan
 - Pavement Marking Details
- 2) Prepare Contract Documents/Technical Specifications that are in accordance with FAA criteria and satisfy project specific needs. The specifications shall be developed using FAA AC 150/5370-10H and "Regional Modifications to Standards".
- 3) Conduct in-person meeting with City and Textron to review and finalize proposed project phasing.
- 4) Submit preliminary (90% completion) Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction cost, and Project budget, along with the preliminary CSPP Report as listed in A.2.b, to the Client and KDOT for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.
- 5) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary comments and submit Final Construction Plans and Contract Documents/Technical Specifications, along with Final CSPP Report as listed in A.2.c, to the Client and KDOT for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request.

4. Bidding

- a. Assist the Client with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective Contractors. (The Client shall place the advertisement in the appropriate media.)
- b. Upload the Construction Plans and Contract Documents/Technical Specifications for prospective bidders to access and download.
- c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the Bidding Phase.

- d. The Consultant will coordinate a virtual pre-bid conference via Microsoft Teams for this Project.
- e. The Consultant will conduct a virtual bid opening meeting and assist the Sponsor with one (1) receipt of bids. Upon request, the Consultant will host a virtual reading of the bids immediately following the virtual bid opening.
- f. Tabulate and analyze bid results, prepare Project budget, review Contractor's qualifications and make recommendation of contract award.

B. SPECIAL SERVICES

- 1. Administrative Assistance
 - a. Prepare and submit Section 743 request to FAA.
 - b. Prepare and submit FAA Form 7460 for project limits identified in the CSPP.
 - c. Assist the Client in preparation of KDOT design grant reimbursement request forms.

C. CONSTRUCTION SERVICES

- 1. The Scope of Services required for construction administration, construction observation, and materials acceptance testing for the Project may be added by separate Agreement.

COMPENSATION

The Client agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. BASIC SERVICES

1. Preliminary	\$10,000.00 Lump Sum
2. CSPP Report.....	\$12,000.00 Lump Sum
3. Plans and Specifications	\$43,000.00 Lump Sum
4. Bidding	<u>\$8,000.00</u> Lump Sum
Subtotal Basic Services	\$73,000.00 Lump Sum

B. SPECIAL SERVICES

1. Administrative Assistance.....	<u>\$7,000.00</u> Lump Sum
Subtotal Special Services	\$7,000.00 Lump Sum
Total Basic and Special Services	\$80,000.00 Lump Sum

C. CONSTRUCTION SERVICES

1. Construction Services.....May be Added by Separate Agreement

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Client.

For Item A. Basic Services, and Item B. Special Services, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Owner a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

For Item C. Construction Services, the method of payment may be added by separate Agreement upon completion of Design Phase services (Items A and B).

DERIVATION OF CONSULTANT PROJECT COSTS

Rehabilitate Asphalt Apron Pavement

KDOT Project No. AV-2026-23

Independence Municipal Airport (IDP)
Independence, Kansas

BASIC AND SPECIAL SERVICES

July 10, 2025

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	3	\$109.00	\$ 327.00
Project Manager	49	\$102.00	\$ 4,998.00
Assistant Project Manager	32	\$88.00	\$ 2,816.00
Design Engineer	92	\$68.00	\$ 6,256.00
Design Technician	89	\$52.00	\$ 4,628.00
Admin. Assistant	69	\$51.00	\$ 3,519.00
Engineer Intern	63	\$44.00	\$ 2,772.00
Total Direct Salary Costs			= \$ 25,316.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 171.64% = \$ 43,452.38

3. SUBTOTAL:

Items 1 and 2 = \$ 68,768.38

4. PROFIT:

15% of Item 3 Subtotal = \$ 10,315.26

Subtotal of Items 3 and 4 \$ 79,083.64

5. OUT-OF-POCKET EXPENSES:

a. Mileage	620 miles @ \$0.700/mile	= \$ 434.00
b. Aircraft Rental	0 hrs. @ \$400.00/hour	= \$ -
c. Meals	2 @ \$68.00/day	= \$ 136.00
d. Motel	0 days @ \$110.00/day	= \$ -
e. Mailing & Misc. Expenses		= \$ 346.36

Total Out-of-Pocket Expenses = \$ 916.36

6. SUBCONTRACT COST:

a. N/A \$ -

7. TOTAL FEE:

Items 4, 5 and 6 \$ 80,000.00

**EXHIBIT V
ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN**

Rehabilitate Asphalt Apron Pavement

**Independence Municipal Airport (IDP)
Independence, Kansas**

July 10, 2025

Classification: Hourly Rate:		Principal \$340.50	Project Manager \$318.63	Assistant Project Manager \$274.90	Design Engineer \$212.42	Design Technician \$162.44	Admin. Assistant \$159.32	Engineer Intern \$137.45	Other Costs
<u>A. BASIC SERVICES</u>									
1. Preliminary:		0	13	8	8	0	3	8	(1,2)
Labor Subtotal =	\$ 9,618.36	\$0.00	\$4,142.24	\$2,199.20	\$1,699.38	\$0.00	\$477.95	\$1,099.60	
Expense Subtotal =	\$ 381.64								\$ 381.64
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 10,000.00								
2. CSPP Report:		1	7	5	12	15	0	22	(2)
Labor Subtotal =	\$ 11,955.01	\$340.50	\$2,230.44	\$1,374.50	\$2,549.07	\$2,436.61	\$0.00	\$3,023.90	
Expense Subtotal =	\$ 44.99								\$ 44.99
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 12,000.00								
3. Plans and Specifications:		2	17	13	63	73	27	25	(1,2)
Labor Subtotal =	\$ 42,650.06	\$681.00	\$5,416.77	\$3,573.70	\$13,382.62	\$11,858.17	\$4,301.56	\$3,436.25	
Expense Subtotal =	\$ 349.94								\$ 349.94
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 43,000.00								
4. Bidding:		0	6	6	7	0	13	6	(2)
Labor Subtotal =	\$ 7,943.98	\$0.00	\$1,911.80	\$1,649.40	\$1,486.96	\$0.00	\$2,071.12	\$824.70	
Expense Subtotal =	\$ 56.02								\$ 56.02
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 8,000.00								
PART A SUBTOTAL =	\$ 73,000.00								
<u>B. SPECIAL SERVICES</u>									
1. Administrative Assistance:		0	6	0	2	1	26	2	(2)
Labor Subtotal =	\$ 6,916.23	\$0.00	\$1,911.80	\$0.00	\$424.84	\$162.44	\$4,142.24	\$274.90	
Expense Subtotal =	\$ 83.77								\$ 83.77
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 7,000.00								
PART B SUBTOTAL =	\$ 7,000.00								
GRAND TOTAL =	\$ 80,000.00								

- (1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Vendor Services

TIME SCHEDULE

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Client, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS**A. BASIC SERVICES**

1. Preliminary As Required
2. CSPP Report
 - b. Submit Preliminary CSPP Report..... 30 Calendar Days After
Receipt of NTP
 - c. Submit Final CSPP Report 14 Calendar Days After
Receipt of Review Comments for Item A.2.b
3. Plans and Specifications
 - a.4) Submit Preliminary Plans and Specifications..... 30 Calendar Days After
Receipt of NTP
 - a.5) Submit Final Plans and Specifications 14 Calendar Days After
Receipt of Review Comments for Item A.3.a.3)
4. Bidding As Required

B. SPECIAL SERVICES

1. Administrative Assistance As Required

C. CONSTRUCTION SERVICES

1. Construction Services..... May be Added by Separate Agreement

The schedule presented above does not include review time by the Client, KDOT, or other interested agencies.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 14, 2025

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider setting the date and advertising a Public Meeting for Thursday, September 25, 2025 for the purposes of applying for a loan from the Kansas Public Water Supply Loan Fund.

SUMMARY RECOMMENDATION Approve date and publication.

BACKGROUND As we look to meet federal requirements related to lead service lines over the next decade, our consultant, EBH, has submitted a preliminary loan application to the State of Kansas for a Kansas Public Water Supply Loan Fund loan. This loan is advantaged in its interest rate, and is also subject to forgiveness of principal. The City has been approved for principal forgiveness of up to 50% on this loan.

This request is for approval to set the date and advertise for a Public Meeting on Thursday, September 25, 2025 related to this loan. The timeline for the loan is:

- Notice Sent to Newspaper – Friday, August 22, 2025 by noon.
- Notice Published in Newspaper – Tuesday, August 26, 2025
- Environmental Notices to Required Agencies – By September 1, 2025
- Public Hearing Date (At Beginning of Commission Meeting) – Thursday, September 25, 2025
- Submit SRF Loan Application – By October 15, 2025

Of note, the Public Notice specifies a maximum amount of loan applied for. It is possible that the actual loan funds related to this project may be less than this amount. The suggested advertisement is attached.

FINANCIAL INFORMATION No funds are encumbered due to this decision.

SUGGESTED MOTION I move to set the date and advertise a Public Meeting for Thursday, September 25, 2025 for the purposes of applying for a loan from the Kansas Public Water Supply Loan Fund.

SUPPORTING DOCUMENTS

1. KPWSLF Hearing Notice

NOTICE OF PUBLIC HEARING

Notice is hereby given that the *City Commission* (the “Governing Body”) of the City of Independence, Kansas (the “*City*”) will conduct a public hearing on Thursday, September 25, 2025 at 5:30 P.M. at the following location:

Independence City Hall
120 N 6th Street
Independence, Kansas 67301

regarding a proposed loan in an amount not to exceed \$9,000,000.00 (the “Loan”) to be taken by the *City* from the Kansas Public Water Supply Loan Fund (the “Fund”) administered by the Kansas Department of Health and Environment (“KDHE”) pursuant to K.S.A. 65-163c *et seq.* The *City* has made preliminary application to KDHE for the Loan, the proceeds of which will be used by the *City* to finance certain modifications and improvements (the “Project”) to the *City*’s water supply and distribution system (the “System”), and to pay interest during construction of the Project. Further information regarding the nature and scope of the Project, the source of revenues pledged to secure the Loan, the *City*’s financial information, the *City*’s water conservation plan, environmental impact information which could qualify for a categorical exclusion, the proposed Loan documents, and the schedule of rates proposed by the Governing Body to enable the *City* to meet its financial obligations for the Loan are available for public inspection and copying at any time during normal business hours at the address set forth below.

The Governing Body will not adopt a resolution authorizing the completion of the Loan application and the execution and delivery of the Loan documents until after the conclusion of the public hearing described in this Notice.

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

Dated: August, 26, 2025

Loan and Project information available at the Independence City Hall, 120 N 6th Street, Independence, Kansas 67301.

CITY OF INDEPENDENCE, KANSAS

/s/ David Schwenker
City Clerk



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 14, 2025**

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider bidding a new diesel engine replacement for Pump 640 at the Water Treatment Plant.

SUMMARY RECOMMENDATION Approve bidding.

BACKGROUND Pump 640 is the only pump in the finished water final pumping system that is driven by a diesel engine. The diesel engine failed on August 3, 2025. Approval is requested to bid for a replacement engine as well as the installation of that engine. It is proposed that the request for quotation be issued on August 11, 2025 with a bid opening on August 21, 2025. This is a relatively short window, but the work is commonly performed, interested bidders are aware of the upcoming bid, and the recommissioning of pump 640 provides additional operational redundancy.

FINANCIAL INFORMATION No financial obligations are made in the bidding process.

SUGGESTED MOTION I move to allow bidding for a replacement diesel engine for Pump 640.

SUPPORTING DOCUMENTS

1. Diesel Engine Bid

ADVERTISEMENT FOR BID

The City of Independence, Kansas, is accepting bids for furnishing and installing a new diesel engine at the City's Water Treatment Plant.

Bids will be in the office of the City Clerk, 120 N 6th street, Independence, Ks. 67301, on or before 2:00 p.m. on August 21, 2025. Bids shall be enclosed in a sealed envelope plainly marked on the outside "Diesel Engine Bid". If bid is mailed, original envelope shall be enclosed in a separate envelope addressed to the City Clerk, also plainly marked on the outside as stated above. E-mail or fax bids will not be accepted. The apparent low bid will then be presented to the Independence City Commission at a regular meeting for their formal action.

The successful bidder will be required to execute a standard City contract, available on request.

The City reserves the right to accept or reject any or all bids or to waive any irregularities should any occur as may best benefit the City. The City Manager may require that no bidder may withdraw a bid for a period of up to forty-five (45) days after the date and hour set for opening bids, but that a bid may be withdrawn up to twenty-four (24) hours prior to expiration of the deadline for submitted bids.



SPECIFICATIONS & BID SHEET

- Replacement of Cummins diesel engine model 6CT8.3-P (current part number DR0501200RX)
- Mounting to existing cradle
- Attached to a Murphy ML2000 control panel (City provided)
- Integrated with existing electric clutch assembly mounting to Ingersoll Flowserve split case pump
- Integrated existing radiator, exhaust, alternator, etc.
- Laser align
- Parts & labor
- One year warranty

FOR ANY QUESTIONS OR FURTHER INFORMATION, PLEASE CONTACT:

JOHN GARRIS

CITY ENGINEER

ENGINEER@INDEPENDENCEKS.GOV

THE CITY OF INDEPENDENCE IS A TAX-EXEMPT MUNICIPALITY.

1. NEW diesel engine, complete in place. \$_____

2. ESTIMATED INSTALLATION DATE _____

Bidder Information:

Name _____

Address _____

City _____ St. _____ Zip _____

Phone _____

E- Mail Address _____

Authorized Officer _____

Title _____

Date _____



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 14, 2025

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Consider proclaiming August 21, 2025, as National Senior Citizens Day in Independence, Kansas.

SUMMARY RECOMMENDATION

BACKGROUND City staff was contacted by Kathy Shephard, representing the Diversity Taskforce, requesting that the City adopt a proclamation recognizing August 21st as National Senior Citizens Day in Independence, Kansas.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to proclaim August 21, 2025 as National Senior Citizens Day in Independence, Kansas.

SUPPORTING DOCUMENTS

1. Proclamation Senior Citizens Day

PROCLAMATION 2025
National Senior Citizens Day August 21, 2025

WHEREAS, National Senior Citizens Day is a time to recognize and honor the older adults in our community for the wisdom, strength, and lasting contributions they bring to our homes, families, and society; and

WHEREAS, throughout history, senior citizens have helped shape our nation through their dedication to family, community service, and civic engagement. Today, they continue to give back as volunteers, mentors, and leaders in programs that enrich lives across all generations; and

WHEREAS, thanks to advances in healthcare and quality of life, today's seniors are living longer, healthier, and more active lives. Many are pursuing second careers, engaging in lifelong learning, and serving as role models of resilience, responsibility, and purpose for younger generations; and

WHEREAS, older Americans serve as vital links to our shared history and values. Their continued involvement in civic and community life strengthens the fabric of our society and reinforces the importance of building communities that support aging with dignity, independence, and inclusion; and

WHEREAS, by the year 2050, adults aged 60 and over will represent 22% of the U.S. population, making them the fastest-growing demographic group and underscoring the need to celebrate, support, and engage our senior citizens now more than ever;

NOW, THEREFORE, BE IT RESOLVED, that I, Scott Smith, Mayor of the City of Independence, do hereby proclaim August 21, 2025, as

“NATIONAL SENIOR CITIZEN DAY”

in the City of Independence, Kansas. I encourage all citizens to honor our senior residents, celebrate their contributions, and help ensure that our community remains a welcoming and supportive place for individuals of all ages.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Independence, Kansas, to be affixed this day, August 14, 2025.



W. Scott Smith, Mayor
City of Independence Kansas



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 14, 2025**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider Ordinance No. 4492 amending City code section 42-261 of the Floodplain Ordinance.

SUMMARY RECOMMENDATION City Staff recommends approval of the amendment.

BACKGROUND

City staff, in coordination with Marilyn Sucoe, Certified Floodplain Manager (CRS Specialist), has reviewed the City's floodplain regulations and identified an inconsistency in the elevation requirements for flood protection. Specifically, City Code Section 42-161, Division 4, Subsection (4)(d) requires a minimum elevation of one foot above Base Flood Elevation (BFE), while Sections 42-262(1)(a) and 42-263(2)(d) require a minimum of two feet above BFE.

To resolve this discrepancy and ensure consistency with best practices for flood hazard mitigation, the City is amending Section 42-261(4)(e) to require that all new or replacement water supply and sanitary sewage systems be elevated a minimum of two feet above the BFE. This amendment aligns all applicable sections of the City Code with a uniform standard of two feet above BFE, enhancing the City's resilience against flood-related risks and supporting continued compliance with CRS program requirements.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to adopt Ordinance No. 4492 amending city code section 42-261 dealing with provisions for flood hazard reduction.

SUPPORTING DOCUMENTS

1. Ordinance 4492 - PROVISIONS FOR FLOOD HAZARD REDUCTION

ORDINANCE NO. 4492
AN ORDINANCE AMENDING CITY CODE SECTION 42-261 DEALING WITH
PROVISIONS FOR FLOOD HAZARD REDUCTION

Be it ordained by the governing body of the City of Independence, Kansas:

Section 1. City Code Section 42-261 (4) (e) is amended to read as follows in its entirety:

Sec. 42-261. General Standards.

(4) (e) New or replacement water supply systems and/or sanitary sewage systems must be elevated two feet above **Base Flood Elevation** so as to avoid impairment or contamination from them during flooding; and

Section 2. This Ordinance shall take effect upon its publication in the official City newspaper.

Adopted by the governing body of the City of Independence, Kansas on the 14th day of August, 2025.

W.S. Smith, Mayor

ATTEST:

David W. Schwenker, City Clerk



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 14, 2025

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider adopting a resolution setting the date of October 22, 2025, for a Public Hearing to consider the condemnation of 401 S. 2nd Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends setting a Public Hearing date.

BACKGROUND On May 3, 2025, a structure at 401 S. 2nd Street was involved in a fire that caused extensive damage to the second floor and water damage to the second and first floors. City Staff recommends setting a date of October 22, 2025, for a Public Hearing to consider condemnation as dangerous and unsafe.

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

SUGGESTED MOTION I move to adopt a resolution setting a Public Hearing on October 22, 2025, at 5:30 PM to consider the condemnation of 401 S. 2nd as dangerous and unsafe.

SUPPORTING DOCUMENTS

1. RESOLUTION 2025-040 - CONDEMNATION - PH - 401 S 2nd
2. RESOLUTION 2025-022 - CONDEMNATION - PH - 401 S 2nd
3. Notice - Setting Date of Public Hearing - 401 S. 2nd 08042025
4. Notice - Setting Date of Public Hearing - 401 S. 2nd 05222025
5. Parcel Listing - 401 S. 2nd
6. Pic 1
7. Pic 2
8. 3130815_OE_Report

RESOLUTION NO. 2025-040

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 14th day of August 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

Legal: Lot 1, Block 95, Original to the City of Independence, Montgomery County, Kansas.

Common Address: 401 S. 2nd Street.

Mortgage:

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

That a public hearing will be held on Thursday, **October 22, 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 14th day of August 2025.

(SEAL)

Mayor

City Clerk

RESOLUTION NO. 2025-022

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

WHEREAS, the enforcing officer of the City of Independence, Kansas, did on the 22nd day of May 2025, file with the Governing body of said City, statements, and reports in writing that the structure or structures located on said properties hereinafter described are unsafe and/or dangerous:

Legal: Lot 1, Block 95, Original to the City of Independence, Montgomery County, Kansas.

Common Address: 401 S. 2nd Street.

Mortgage:

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

That a public hearing will be held on Thursday, **July 24, 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 22nd day of May 2025.

(SEAL)

Mayor

City Clerk



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

August 4, 2025

Megan House
314 S. 9th
Independence, Ks. 67301

Subject: Public Hearing Notice Regarding Property at 401 S. 2nd – **Immediate Action Required**

Dear Ms. House:

I am writing to you concerning the property at 401 S. 2nd Street. The City of Independence will be asking the City Commission on **August 14 2025**, at 5:30 PM to set a Public Hearing to consider condemnation of 401 S. 2nd as dangerous and unsafe on **October 22, 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 you mortgage lien holder and insurance.
- **Structural Repair:** Should you choose to pursue structural repair, we insist on submitting a detailed timeline outlining the proposed remedial measures. After these repairs, the structure must pass the Housing Quality Standards (HQS) inspection for occupancy. This documentation is to be forwarded to David Cowan at davidc@independenceks.gov.
- **Property Maintenance:** Ensure the sustained maintenance of the property, including the regular mowing and trimming of grass and shrubbery.
- **Demolition Procedures:** If 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



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

Assistant City Manager
Building Official Director



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

May 6, 2025

Megan House
314 S. 9th
Independence, Ks. 67301

Subject: Public Hearing Notice Regarding Property at 401 S. 2nd – **Immediate Action Required**

Dear Ms. House:

I am writing to you concerning the property at 401 S. 2nd Street. The City of Independence will be asking the City Commission on **May 22, 2025**, to set a Public Hearing to consider condemnation of 401 S. 2nd as dangerous and unsafe on **July 24, 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 you mortgage lien holder and insurance.
- **Structural Repair:** Should you choose to pursue structural repair, we insist on submitting a detailed timeline outlining the proposed remedial measures. After these repairs, the structure must pass the Housing Quality Standards (HQS) inspection for occupancy. This documentation is to be forwarded to David Cowan at davidc@independenceks.gov.
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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 063-099-31-0-10-33-001.00-0
Quick Ref ID: 6801

Owner Information

Owner Name	HOUSE, GUY & SUNSHINE
Address	401 S 2ND ST INDEPENDENCE, KS 67301

Property Situs Address

Address	401 S 2ND ST, Independence, KS 67301
----------------	--------------------------------------

Land Based Classification System

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

General Property Information

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

Property Factors

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

2025 Appraised Value

Class	Land	Building	Total
Residential - R	11,500	42,320	53,820
Total	11,500	42,320	53,820

2024 Appraised Value

Class	Land	Building	Total
Residential - R	11,520	39,250	50,770
Total	11,520	39,250	50,770

Tract Description

ORIG PLAT, S31, T32, R16, BLOCK 95, Lot 1; Lot Width: 140.0 Lot Depth: 060.0 Plat Book/Page 1 /6&7 Lot Width: 140.0 Lot Depth: 060.0 Deed Book/Page 559 /773 555 /710 525 /589 521 /151 520 /550 516 /352 265 /114

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
559	773						

Market Land Information

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

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Old Style
Quality	AV	Bsmt Type	Full - 4
Year Built	1870	Total Rooms	6
Eff Year		Bedrooms	3
MS Style	1 1/2 Story Finished	Family Rooms	
LBCSStruct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	1
Total Living Area		Garage Cap	2
Calculated Area	2,070	Foundation	Stone - 4
Main Floor Living Area	1,095		
Upper Floor Living Area Pct.	89		
CDU	FR-		
Phys/Func/Econ	PR/ /		
Ovr Pct Gd/RCN	/251,040		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components					
Code	Units	Pct	Quality	Year	
Enclosed Wood Deck (SF), Solid Wall	40				
Wood Deck (SF) with Roof	189				
Composition Shingle		100			
Raised Subfloor (% or SF)		100			
Plumbing Fixtures (#)	7				
Automatic Floor Cover Allowance					
Wood Deck (SF) with Roof	40				
Frame, Siding, Vinyl		100			
Total Basement Area (SF)	1,067				
Wall Furnace		100			
Plumbing Rough-ins (#)	1				

Building Improvements																					
Id	Occupancy	MSCls	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
23	Tool Shed	D	1.00	1	1940			380	78	8	19 X 20	1	0	1					4,880	1	50

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

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Report Cover Page

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

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

Tax Information:

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

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

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

OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:

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

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

On Real Estate described as:

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

The Public Records located in Montgomery County indicate that:

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

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

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

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

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

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

PIN # IC 1423

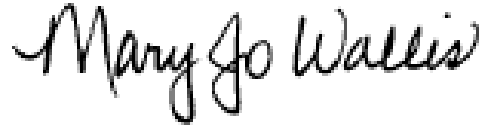
2. Kansas State Tax Lien, filed April 22, 2024, as MGI-2024-ST-000138 against Megan R. House and Guy R. House, in the amount of \$578.84, plus interest and costs.

This Report is limited to only the information described above.

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

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

Security 1st Title

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

Licensed Abstracter



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 14, 2025

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider approving a lease agreement with South Kansas & Oklahoma Railroad, LLC for the purpose of a walking trail.

SUMMARY RECOMMENDATION Approve lease agreement.

BACKGROUND This lease agreement between the City of Independence, Kansas and the South Kansas & Oklahoma Railroad is solely for the purpose of a walking trail that goes underneath the railroad.

FINANCIAL INFORMATION No financial impact.

SUGGESTED MOTION I move to authorize the signing of the land lease between the City of Independence and South Kansas & Oklahoma Railroad.

SUPPORTING DOCUMENTS

1. 2025.03.04_LL_SKOL-City of Independence_Draft_WRE-2024-178

SHORT FORM

LAND LEASE

This **Lease** (“Lease”), is dated as of _____, (“Effective Date”) by and between the following:

Lessor

Lessor:	South Kansas & Oklahoma Railroad
Entity:	A Kansas LLC
Mailing Address:	315 W. Third Street
City, State, Zip:	Pittsburg, KS 66762

And

Lessee

Lessee:	City of Independence, Kansas
Entity:	A Domestic Not-For-Profit Corporation
Mailing Address:	P.O. Box 1237
City, State, Zip:	Independence, KS 67301

Lessor desires to lease property to Lessee for and in consideration of the mutual benefits and obligations set forth in this Lease, the Lessor and Lessee agree to be bound on as follows:

1. **LEASED PREMISES.**

Lessor hereby leases to Lessee the property depicted on **Exhibit A**, located in the City of Independence, County of Montgomery, and State of Kansas (“Leased Premises”).

2. **TERM/TERMINATION.**

- 2.1. The term of this Lease (“Term”) shall be for 25 years commencing on _____ (“Commencement Date”) and unless sooner terminated as hereinafter provided expire on _____ 2050 (the “Term”). After the foregoing Term, the Lease shall automatically renew for successive term of five years each (“Renewal Terms”).
- 2.2. **This lease will not become effective until Lessor has signed.** Lessor will provide Lessee with a fully executed Lease once Lessor receives 1) first payment as identified in Section 3.1 and 2) Certificate of Insurance meeting or exceeding the requirements

set forth in Exhibit B. **LESSEE MAY NOT ENTER THE LEASED PREMISES UNTIL THEY RECEIVE A FULLY EXECUTED LEASE FROM LESSOR.**

- 2.3. Both Lessor and Lessee have the option to terminate this Lease by providing written notice to the other party of intent to terminate at least thirty (30) days in advance of termination date. Lessee acknowledges and agrees that rent will not be prorated for any payment term.

3. **BASE RENT.**

Intentionally omitted.

4. **USE.**

- 4.1. Lessee shall use the Leased Premises solely for the purpose of a walking trail and for no other purpose ("Use"), without the prior written consent of Lessor. Lessee shall not allow the Leased Premises to be used by another person or firm without the prior written consent of Lessor.
- 4.2. Lessee shall not place any sign, advertising, or improvements on the Leased Premises without the prior written consent of Lessor.
- 4.3. Lessee shall, at its sole cost and expense, promptly comply with all present and future laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any governmental authority or court of competent jurisdiction affecting the Use and condition of the Leased Premises and any equipment placed or used thereon and Lessee's operations and activities on the Leased Premises.
- 4.4. Lessee shall not make any changes in the Leased Premises without the prior written consent of Lessor. Any alterations made by Lessee constituting permanent leasehold improvements pursuant to applicable laws shall remain on and be surrendered with the Leased Premises and shall become the property of Lessor upon the expiration or sooner termination of this Lease, except Lessee shall upon demand by Lessor, at Lessee's sole cost and expense, forthwith and with all due diligence (but in any event not later than 10 days after the expiration or earlier termination of this Lease) remove all or any portion of any alterations made by Lessee which are designated by Lessor to be removed (including without limitation stairs, bank vaults, and cabling, if applicable) and repair and restore the Leased Premises in a good and workmanlike manner to their original condition, reasonable wear and tear excepted.

5. **LESSOR RESERVED RIGHTS.**

5.1. Lessor reserves the right to use, operate upon, maintain, repair, replace, or augment the Leased Premises or relocate the Lessee, provided that said relocation does not unreasonably interfere with Lessee's Use of the Leased Premises for the purposes set forth in this section. This Lease is subject and subordinate to any right which Lessor or any easement holder, lessee, or licensee of Lessor may have in the Leased Premises. Lessee shall not interfere with the maintenance or operation of the Reserved Facilities, or the rights of any easement holders, lessees, or licensees with respect thereto. "Reserved Rights" means existing tracks, pipes, conduits, thoroughfares, roads, tunnels, electric communication and signal transmission lines and poles for such lines, and any other facilities of similar nature on, above or below the ground, belonging to any party whomsoever.

5.2. Lessor shall have the right to enter the Leased Premises at reasonable hours day or night and inspect the Leased Premises, make such repairs, additions or alterations as it may deem necessary for the safety, preservation or restoration of the Leased Premises and the improvements, if any, located thereon (there being no obligation, however, on the part of Lessor to make any such inspections, repairs, additions or alterations), or to exhibit the Leased Premises to prospective purchasers.

6. **TAXES AND ASSESSMENTS.**

Lessor shall pay and continue to pay during the term of this Lease, all real property taxes, before such become delinquent.

7. **UTILITIES.**

Lessee, at its sole cost and expense (including fees for permits and similar documents), shall obtain all utility services required or desired by Lessee, including the installation of meters and submeters if none exist. Lessee shall be responsible for all charges for utilities consumed by, and supplied to, Lessee by the provider thereof.

8. **CONDITION OF LEASED PREMISES AND MAINTENANCE.**

8.1. Lessee has fully inspected and accepts the Leased Premises "AS IS, WHERE IS, WITH ALL FAULTS." Lessor makes no representations as to the zoning, condition, utility, or fitness of the Leased Premises for any use.

- 8.2. Lessee shall perform and bear the entire expense of all repairs, maintenance, alterations, or improvements to the Leased Premises (land and all improvements including building structures) including without limitation snow and ice removal; vegetation control; adjacent walkways; roads; parking areas; exterior walls; roof; heating; ventilating; air-conditioning; electrical; plumbing; utility supply lines; and other systems on the Leased Premises. Lessee shall keep the condition of the Leased Premises in good order and in safe condition. Lessor shall have no obligation whatsoever to maintain or repair the Leased Premises.

9. **LIABILITY.**

- 9.1. **TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND LESSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "LESSOR INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**

9.1.1. THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,

9.1.2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT,

9.1.3. LESSEE'S OCCUPATION AND USE OF THE LEASED PREMISES OR THE USE OF AND OPERATION BY LESSOR UPON THE LEASED PREMISES,

9.1.4. THE ENVIRONMENTAL CONDITION AND STATUS OF THE LEASED PREMISES CAUSED OR AGGRAVATED BY, OR CONTRIBUTED TO, IN WHOLE OR IN PART, BY LESSEE,

9.1.5. ANY ACT OR OMISSION OF LESSEE OR LESSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER.

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LESSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

9.2. FURTHER, NOTWITHSTANDING THE LIMITATION IN SECTION 10.1, LESSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS, REGARDLESS OF WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT LESSOR IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" OF LEASED PREMISES FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LESSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF ANY INDEMNITEES. LESSEE FURTHER AGREES THAT THE USE OF THE LEASED PREMISES AS CONTEMPLATED BY THIS AGREEMENT SHALL NOT IN ANY WAY SUBJECT LESSOR TO CLAIMS THAT LESSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LESSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE LEASED PREMISES UNDER THIS AGREEMENT.

9.3. LESSEE FURTHER AGREES, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LESSEE OR ANY OF ITS AGENTS, INVITEES, CONTRACTORS CLAIM OR

ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, THE OCCUPATIONAL HEALTH AND SAFETY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

9.4. UPON WRITTEN NOTICE FROM LESSOR, LESSEE AGREES TO ASSUME THE DEFENSE OF ANY LAWSUIT OR OTHER PROCEEDING BROUGHT AGAINST ANY INDEMNITEE BY ANY ENTITY, RELATING TO ANY MATTER COVERED BY THIS LEASE FOR WHICH LESSEE HAS AN OBLIGATION TO ASSUME LIABILITY FOR AND/OR SAVE AND HOLD HARMLESS ANY INDEMNITEE. LESSEE SHALL PAY ALL COSTS INCIDENT TO SUCH DEFENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, INVESTIGATORS' FEES, LITIGATION AND APPEAL EXPENSES, SETTLEMENT PAYMENTS, AND AMOUNTS PAID IN SATISFACTION OF JUDGMENTS.

9.5. IN THE EVENT LESSEE CAUSES ANY IMPROVEMENT OF MATERIAL OR LABOR TO BE EFFECTED UPON THE LEASED PREMISES, LESSEE SHALL, AT ITS SOLE COST AND EXPENSE, FURNISH TO LESSOR, IN A FORM ACCEPTABLE TO LESSOR, A FULLY EXECUTED PERFORMANCE AND PAYMENT BOND, BY A SURETY OR SURETIES APPROVED BY LESSOR, IN THE AMOUNT OF 110% OF THE COST OF THE IMPROVEMENT, AS SECURITY FOR THE FAITHFUL PERFORMANCE OF THIS LEASE AND FOR PAYMENT OF ALL PERSONS PERFORMING LABOR OR FURNISHING MATERIALS OR EQUIPMENT IN CONNECTION THEREWITH.

10. ENVIRONMENTAL COMPLIANCE.

10.1. Lessee in its use, occupancy and possession of the premises must comply with all applicable Federal, State and Local ordinances, rules, regulations, requirements and laws, including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises, and must furnish satisfactory evidence of such compliance upon request by Lessor. If, as a result of Lessee's use, occupancy or possession of the

premises, any such ordinance, rule, regulation, requirement, decree, consent decree, judgement, permit or law is violated, or if, as a result of Lessee's use, occupancy or possession of the premises, any pollutant, hazardous material, hazardous waste or toxic wastes, should enter, be released from or otherwise affect any part of the premises (including surface, subsurface, airborne and/or ground contamination) then Lessee agrees to defend, indemnify, and hold harmless Lessor from and against any penalties, fines, costs (including, but not limited to response, remediation, removal and clean-up costs, legal fees, and court costs), corrective action, natural resource damage, and damages and expenses of any other nature whatsoever threatened against, imposed upon or incurred by Lessor.

- 10.2. Should the Lessee fail to take timely measures to investigate, remediate, respond to or otherwise cure any release or violation, the Lessor reserves the right to complete said actions and invoice the Lessee for any and all expenses incurred by the Lessor.

11. **INSURANCE.**

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease the insurance coverage as outlined in **Exhibit B.**

12. **DEFAULTS AND REMEDIES.**

Should Lessee default in fulfilling any of the covenants or obligations of this Lease including covenants for making payments, upon Lessor serving a five (5) day notice upon Lessee specifying the nature of said default, and upon the expiration of said five (5) days, if Lessee shall have failed to remedy such default, then Lessor may serve a three (3) day notice of termination of this Lease upon Lessee, and upon the expiration of said three (3) days, this Lease and the Lease Term hereunder shall end and expire and Lessee shall then quit and surrender the Leased Premises to Lessor.

13. **HOLDING OVER.**

Intentionally omitted.

14. **ASSIGNMENT, SUBLEASE, ENCUMBRANCE; BINDING ON SUCCESSORS.**

Lessee may not assign or sublet this Lease, nor any of its individual rights or obligations under this Lease, without the prior consent of Lessor. Lessee may not enter into a license agreement or

any other agreement whatsoever which would encumber the Leased Premises. This Lease will inure to the benefit of and be binding upon the successors and assigns of the Parties.

15. **NOTICES.**

Any notice required or permitted to be given hereunder by one party to the other shall be in writing, and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Lessor

Company:	South Kansas & Oklahoma Railroad, LLC
Attention:	Contract Administration
Mailing Address:	315 W. Third Street
City, State, Zip:	Pittsburg, KS 66762

If to Lessee

Company:	City of Independence
Attention:	Brittney Holum
Mailing Address:	P.O. Box 1237
City, State, Zip:	Independence, KS 67301

16. **SURVIVAL.**

Neither termination nor expiration will release either party from any liability or obligation assumed under this Lease, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, the date when the Leased Premises are restored to the condition as of the Effective Date.

17. **RECORDATION; GOVERNING LAW.**

This Lease will not be made of public record without the prior written consent of Lessor. The laws of the state where the Leased Premises are located govern all matters arising out of or relating to this Lease. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Lease shall bring the legal action or proceeding in the state courts of the such state, or in the United States District Court for the district where the Leased Premises are located.

18. **SEVERABILITY.**

To the maximum extent allowed by law, if any provision of this Lease is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

19. **ENTIRE AGREEMENT.**

This Agreement (“Lease”), together with any exhibits or schedules, sets forth the entire agreement between the Parties, and replaces and supersedes any prior agreements, understandings, negotiations, or discussions between the Parties relative to the subject matter of this Lease. This Lease may only be modified by a written amendment signed by an authorized representative of both Parties and said written amendment must expressly refer to this Lease. Any attempt to modify the terms in such a manner shall be considered null and void.

20. **NON-WAIVER.**

The failure of either party to insist upon or enforce, in any instance, strict performance by the other party of any of the requirements, covenants, conditions, or restrictions of this Lease or to exercise any rights herein conferred, may not be construed as a waiver or relinquishment of the party’s right to assert or rely upon such terms or rights on any future occasion, except to the extent the party specifically expresses, in writing, its intent to waive its rights.

21. **BROKERAGE COMMISSIONS.**

Any fees or commissions, with respect to the Leased Premises, due to a broker or finder are the sole responsibility of the Party that engaged those services.

22. **COUNTERPARTS.**

The parties may execute this Lease in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one Lease. The signatures of all parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or by e-mail in portable document format “PDF”, is as effective as executing and delivering this Lease in the presence of the other parties to this Lease. This Lease is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Lease, a party must produce or account only for the executed counterpart of the party to be charged.

23. ELECTRONIC SIGNATURES.

The words "execution," "signed," "signature," and words of like import in this Lease or in any other certificate, agreement or document related to this Lease, if any, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth on the first page.

South Kansas & Oklahoma Railroad, L.L.C. (Lessor)

By: _____

Name:

Title:

City of Independence, Kansas (Lessee)

By: _____

Name:

Title:

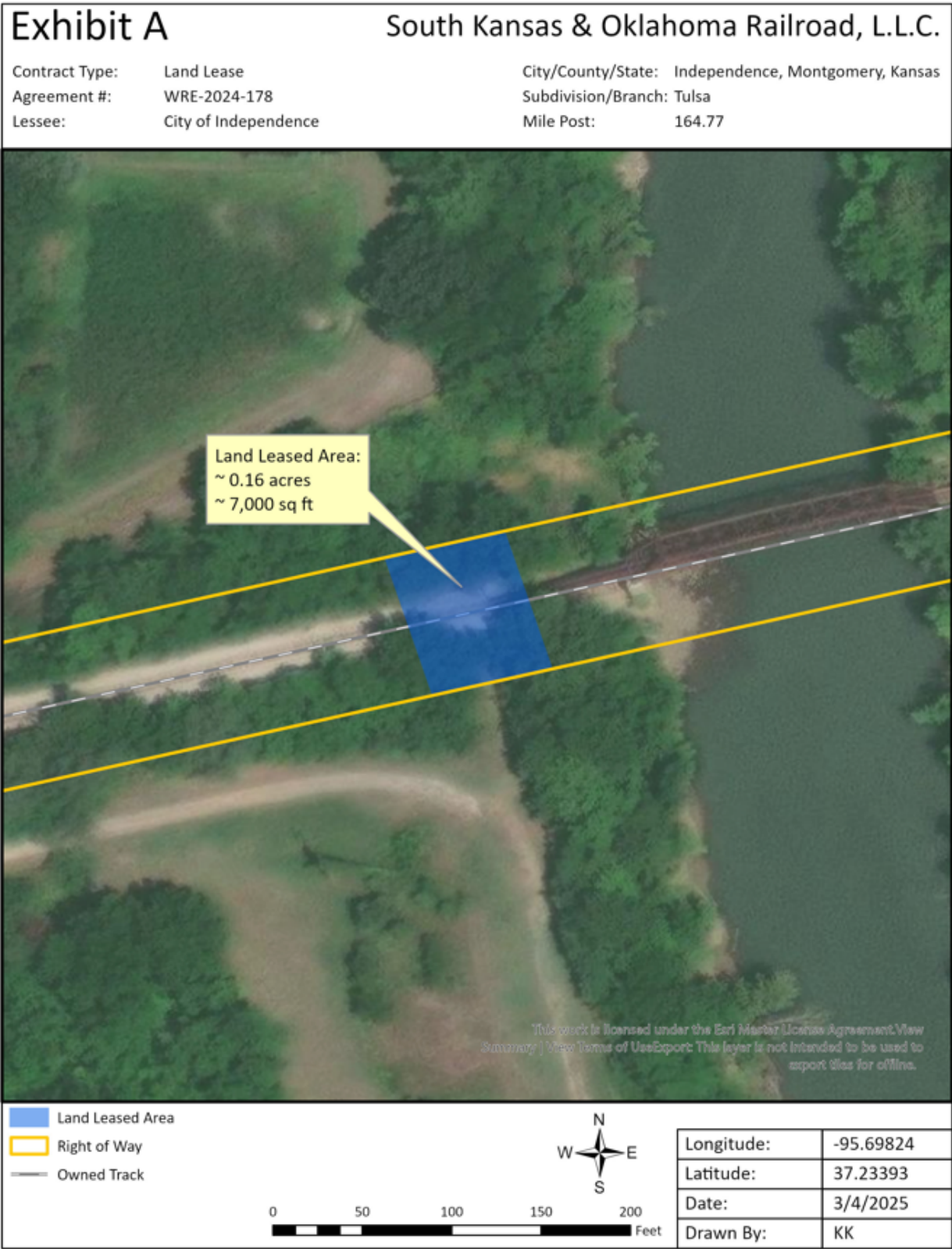


Exhibit B

LEASE INSURANCE REQUIREMENTS

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease the insurance coverage identified below. Lessee must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.

COVERAGE TYPE	MINIMUM COVERAGE
<u>Commercial General Liability (CGL)</u>	\$3,000,000 Per Occurrence
Must include coverage for blanket contractual liability for the obligations assumed under contract including but not limited to: · Bodily injury and property damage · Fire legal liability · Pollution liability (sudden and accidental) · Emergency evacuation · The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of Lessor's rail property, if applicable. · Any exclusions related to the explosion, collapse and underground hazards shall be removed. · No other endorsements limiting coverage may be included on the policy with regards to the work being performed under this agreement.	
<u>All Risk Property</u>	Replacement Value
All risks property insurance covering all of Lessee's property including property in the care, custody or control of Lessee. Coverage shall include the following: · Issued on a replacement cost basis. · Include a standard loss payable endorsement naming Lessor as the loss payee as its interests may appear.	
<u>Automobile Liability</u>	\$1,000,000 Combined Single Limit Each Occurrence
Coverage must extend to all owned, hired, and non-owned vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract. If applicable, Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) is required.	
<u>Workers' Compensation</u> <u>Employers Liability</u>	Statutory Limits where Services are to be performed \$1,000,000 Each Occurrence \$1,000,000 Disease Per Employee
Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable.	

**An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits.

Certificate Holder and Endorsement Requirements

1. Lessor shall be listed as Certificate Holder as follows: **Watco Companies, L.L.C., and its affiliates, subsidiaries and assigns 315 W. 3rd Street Pittsburg, KS 66762.**
2. All aforementioned policies shall contain a blanket waiver of subrogation in favor of Certificate Holder, and an additional insured endorsement naming Certificate Holder as Additional Insured (with the exception of Workers' Compensation and Employer's Liability). All aforementioned policies shall be primary and non-contributory with respect to any insurance carried by Lessor.
3. If any policies are purchased on a "claims made" basis, Lessee hereby agrees to maintain coverage in force for a minimum of three years and shall provide evidence of such coverage to Lessor, on an annual basis, during this additional three-year period.

Other Requirements

1. All policies required shall be written by a reputable insurance company reasonably acceptable to Lessor or with a Best's Guide Rating of A- and Class VII or better and authorized to do business in the state(s) in which Lessee is conducting business.
2. Lessee shall notify Lessor in writing at least thirty (30) days prior to any cancellation, non-renewal, and substitution or material alteration to any of the aforementioned policies.
3. Failure to provide evidence as required shall entitle, but not require, Lessor to terminate immediately.
4. Acceptance of a certificate that does not comply with this document shall not operate as a waiver of Lessee's obligations hereunder.
5. Lessee is not allowed to have a self-insure greater than \$250,000 without prior written consent of Lessor. If granted by Lessor, any deductible, self-insured retention or other similar financial responsibility for claims shall be covered directly by Lessee in lieu of insurance. Any and all Lessee liabilities that would otherwise, in accordance with the provisions of this document, be covered by Lessee's insurance will be covered as if Lessee elected not to include a deductible, self-insured retention or other financial responsibility for claims.
6. If any portion of the operation is to be subcontracted by Lessee, Lessee shall require that the subcontractor shall provide and maintain insurance coverage as set forth herein, naming Lessor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Lessor to the same extent and under the same terms and conditions as Lessee is required to release, defend and indemnify Lessor herein.
7. Failure to provide evidence as required by this section shall entitle, but not require, Lessor to terminate this Lease immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Lessee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Lessee shall not be deemed to release or diminish the liability of Lessee including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor shall not be limited by the amount of the required insurance coverage.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 14, 2025

Department Finance

Director Approval Lacey Lies

AGENDA ITEM Consider approving a sign plan and installation for the Indy Trails System.

SUMMARY RECOMMENDATION Approve the trail signage plan as presented.

BACKGROUND Through a grant provided by the Kansas Department of Commerce, the Indy Trails Network was created and curated by Community Foundation for Independence's Rural Champion, Brittney Holum. With the project coming to an end, Brittney is providing an update on the project, proposed signage, and future opening information.

Indy Trails is an interconnected trail system that brings the beauty of Independence, Kansas to life. Whether you're seeking a serene walk through nature, a scenic bike ride, or a family-friendly outdoor adventure, Indy Trails provides the perfect setting for every type of explorer. Nestled in the heart of a quaint rural town, Indy Trails showcase lush landscapes, a vibrant community park, and the winding Verdigris River.

FINANCIAL INFORMATION No impact. These signs are funded through the Rural Champion Grant.

SUGGESTED MOTION I move to approve the sign plan and authorize the installation of signs for the Indy Trails System.

SUPPORTING DOCUMENTS

1. Verdigris Vista Trail - City Commission Update (002)

VERDIGRIS VISTA TRAIL - CITY COMMISSION UPDATE TRAIL SUMMARY

The Verdigris Vista Trail is a 2.4-mile recreational trail in Independence, KS, that begins at the locomotive in Riverside Park.

The trail is fully constructed and is in the final stages before opening to the public. Once complete, it will offer scenic views, recreational opportunities, and a key link to the Central Park Sports Complex.

Key Steps Before Opening

- Finalize Watco lease with the City of Independence
- Watco to install safety barrier under trellis (8/28)
- Finalize Design & Installation of Trail Signage
- Trail grooming, weed management, and limb removal
- Planning and hosting promotional events

Recent Accomplishments

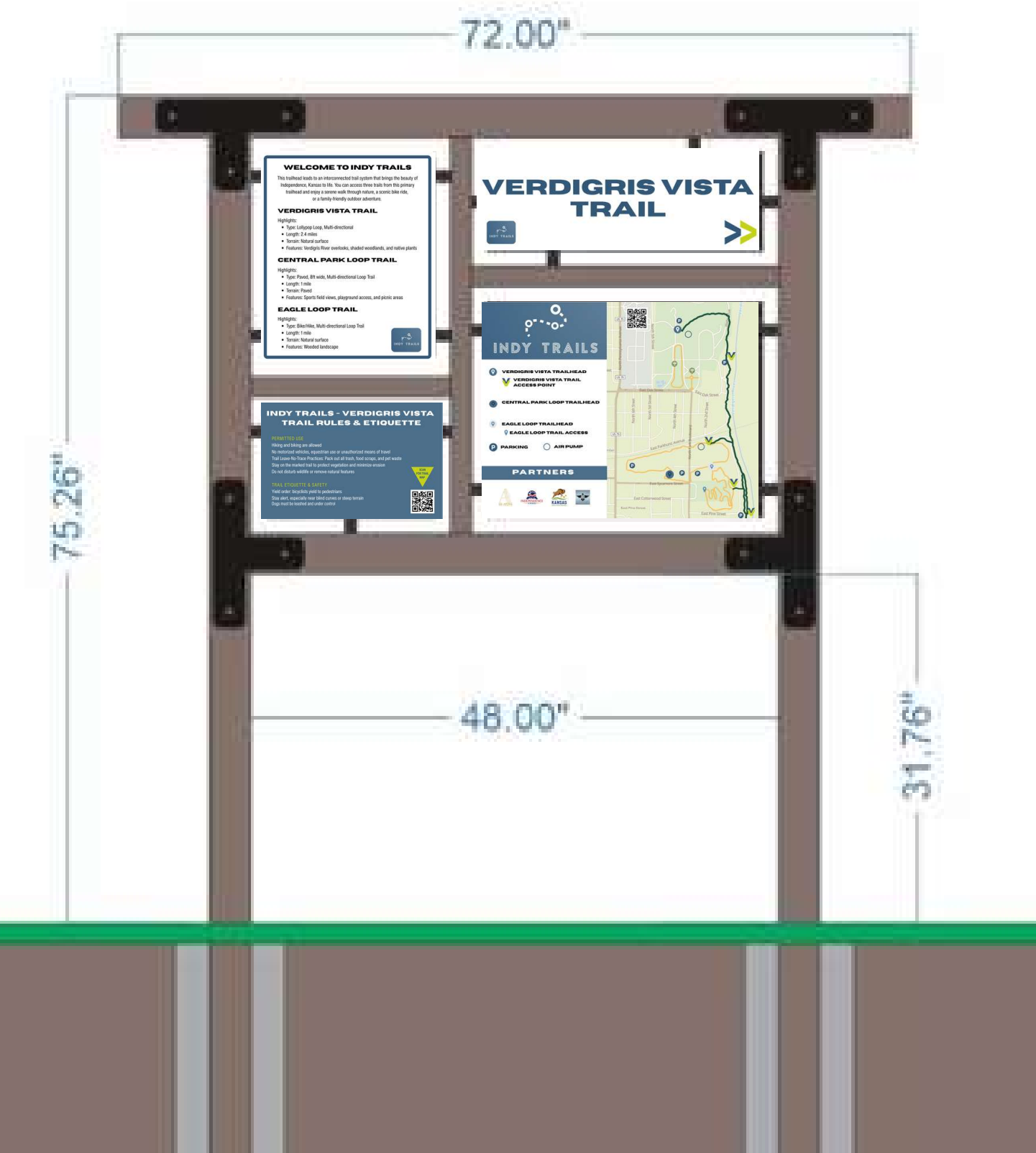
- Trellis barrier installed
- Trail website and social media launched
- TCC Grant Fulfillment (includes funding for trail promotional)

www.indytrails.org

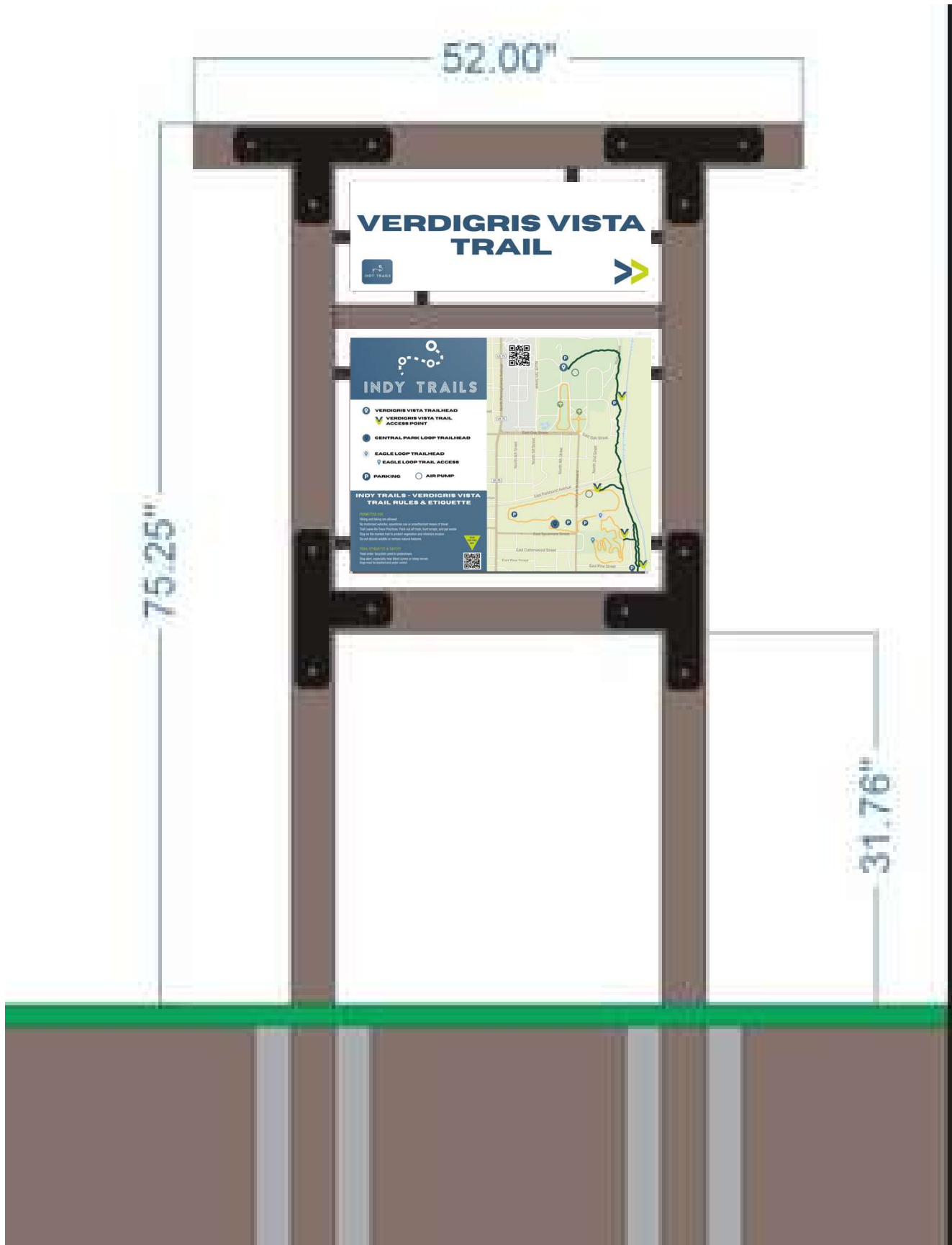
Brittney Holum



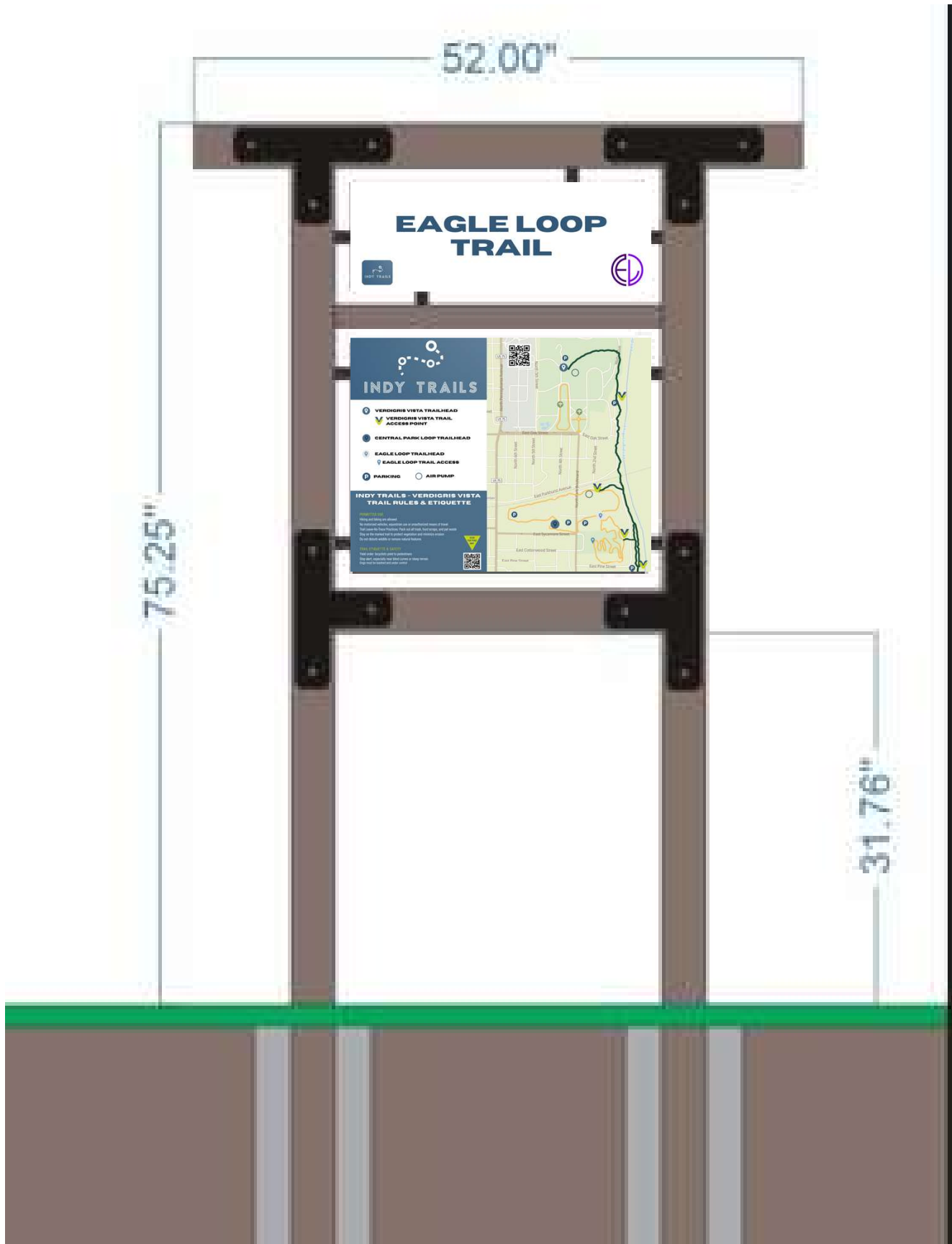
SIGN A



SIGN B



SIGN C





INDY TRAILS



VERDIGRIS VISTA TRAILHEAD



**VERDIGRIS VISTA TRAIL
ACCESS POINT**



CENTRAL PARK LOOP TRAILHEAD



**CENTRAL PARK LOOP TRAIL
ACCESS POINT**



EAGLE LOOP TRAILHEAD



**EAGLE LOOP TRAIL ACCESS
POINT**

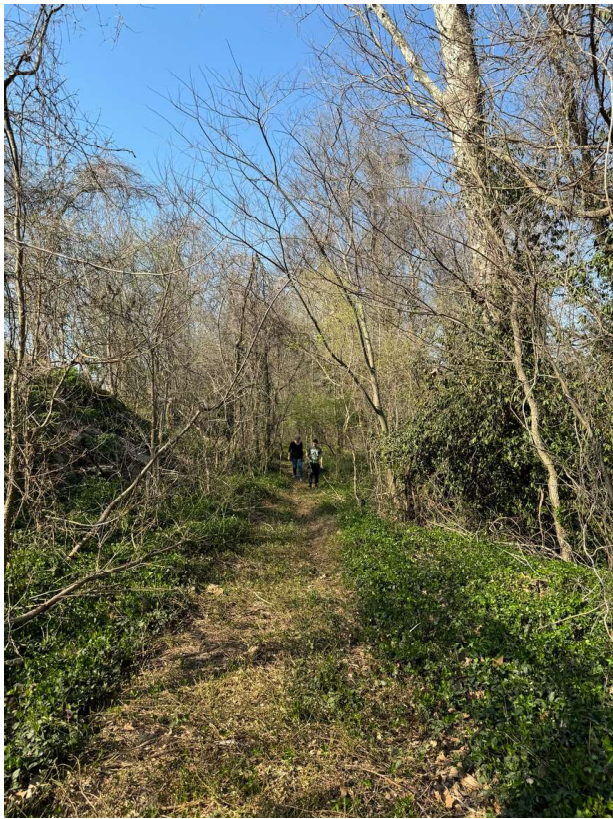


PARKING



AIR PUMP







REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 14, 2025

Department Housing

Director Approval April Nutt

AGENDA ITEM Consider approving a Downtown Independence Building Grant for 113 West Myrtle.

SUMMARY RECOMMENDATION The Downtown Independence Building Grant committee recommends the Independence City Commission approve the Downtown Independence Building Grant for 113 West Myrtle.

BACKGROUND Steve Morrison, owner of 113 West Myrtle, has applied for a Downtown Independence Building Grant. The City of Independence sets aside \$100,000 in funds annually for the improvement of the downtown central business district buildings for exterior work. Mr. Morrison intends to replace the roof, tuck point the exterior, replace windows, and replace exterior doors. All of these repairs are eligible reimbursable items. The grant committee met August 12, 2025 and reviewed Mr. Morrison's request and approved the application. There is an urgency in moving forward quickly with Mr. Morrison's request as he has a leak in the roof that needs to be repaired as soon as possible as to not damage current interior improvements being made. Mr. Morrison is remodeling the interior for 11 new apartments.

FINANCIAL INFORMATION The current balance of the Downtown Independence Building Grant is \$290,054.63. There are 10 projects in process with a committed amount of \$216,654.50, leaving a balance of \$73,400.13. The requested funds for 113 West Myrtle are \$24,561.03. Upon City Commission approval of Mr. Morrison's grant request there will be a balance of \$48,839.10.

SUGGESTED MOTION I move to approve the Downtown Independence Building Grant for 113 West Myrtle.

SUPPORTING DOCUMENTS

1. 113 W Myrtle Morrison 08122025 Downtown Grant Application



DOWNTOWN INDEPENDENCE BUILDING GRANT

To be completed by the applicant:

Owner of Record (must be applicant): Morrison Family Trust

Phone: _____ Email: _____

Mailing Address: _____ Property Address: 113 West Myrtle

Independence, KS 67301

Description of Proposed Improvements:

Exterior tuckpointing, roof replacement, window repair/replacement,
and exterior door repair/replacement.

Estimated Total Cost of Improvements: \$ 115,253.20

Estimated Cost of Eligible Improvements: \$ 98244.10 Grant Funding Requested: \$ 24561.03

Anticipated Project Start Date: ____/____/____ Anticipated Project Completion Date: ____/____/____

Required supplemental documentation:

- ☒ Detailed breakdown of estimated project expenses, including non-eligible work
- ☒ Bids/Quotes/Estimates to support estimated project cost.
- ☒ Architectural/Engineer stamped drawings and Contractor drawings and description of work
- ☒ Contact Information for lending institution, if financed by a loan
- ☒ Copy of current insurance policy
- ☒ Property Tax Statement

Architect / Engineer / Contractor Information:

Contact: Steve Morrison Phone: _____ Email: _____

Business Name: MTI Commercial Construction City License: # _____ Services: Construction

Contact: _____ Phone: _____ Email: _____

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



Contact: _____ Phone: _____ Email: _____

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

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

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

Signature of applicant (owner): [Signature]

Date: 8/11/25

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

FOR CITY OFFICE USE BELOW

ok Improvements are Eligible for Grant

ok Real Estate Taxes Current ok City Bills Current

ok Required Supplemental Documentation Received

ok Before Pictures Taken

ok Funding Available

ok Building Permit Required (Yes/No)

X Building Permit Issued Permit No. 25-49

Initial Inspection of Property/Project:

 / / See Attached Inspection Sheet

Application Approval Date: 08/12/25

Approved By: [Signature]

Project Completion Date: / /

Reviewed By:

Program Close-Out Documentation

 After Pictures Taken

 Improvements Meet City Code and Building Requirements

 Receipts Received (50% Completion) Date: / /

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

 Receipts Received (100% Completion) Date: / /

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

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



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 14, 2025

Department Admin

Director Approval April Nutt

AGENDA ITEM Consider authorizing the Mayor to sign a letter to commit four vacant City-owned lots for an Affordable Housing Program Grant Application.

SUMMARY RECOMMENDATION The Independence Housing Authority requests that the City Commission sign a letter committing city-owned lots for the purpose of developing infill housing through the Federal Home Loan Bank's Affordable Housing Program.

BACKGROUND The Independence Housing Authority Board of Directors has approved the submission of a Federal Home Loan Bank Affordable Housing Program Grant application in the amount of \$1.5 million in partnership with Trident 3D Homes for the construction of 40 single-family homes on infill lots. The intent of the grant is to provide down-payment assistance for home-buyers meeting the moderate-income limits. If there are lots that have been identified as potentially developable lots as part of the grant, it will strengthen the grant application. If the grant is awarded and the lot does not meet the need or the City determines they do not wish to donate the lot, then IHA will be allowed to find another suitable lot in exchange.

FINANCIAL INFORMATION Four vacant parcels would be donated to the project with no City funds expended.

SUGGESTED MOTION I make a motion to authorize the Mayor to sign a letter to commit four vacant City-owned lots to an Affordable Housing Program Grant Application for the development of single-family homes pending grant approval.

SUPPORTING DOCUMENTS

1. FHLB AHP Commitment Letter



August 14, 2025

Federal Home Loan Bank of Topeka
500 SW Wanamaker
Topeka, KS 66606

RE: Commitment of Vacant Lots at Four Locations for Affordable Housing Program Grant Application – City of Independence, Kansas

To Whom It May Concern,

On behalf of the City of Independence, Kansas, I am pleased to confirm our strong support for the City's Affordable Housing Program Grant Application in partnership with Trident 3D Homes.

The City of Independence hereby commits the following lots for the development of single-family homes under this program:

- 913 West Myrtle Street
- 917 West Myrtle Street
- 401 North 10th Street
- A lot located in the 800 block of West Myrtle Street (currently without an assigned street address)

These lots are dedicated to the construction of high-quality, affordable single-family homes that will help meet local housing needs, support neighborhood revitalization, and enhance the quality of life for future residents. These lots would be made available subject to the award of the grant. We believe that this collaboration with Trident 3D Homes will bring innovative and sustainable housing solutions to Independence, strengthening our community for years to come.

The City of Independence is committed to working closely with all project partners to ensure the successful completion of this initiative and to help make these new homes a valuable asset to the families who will live in them.

Sincerely,

W. Scott Smith, Mayor
City of Independence, Kansas



Report
CITY OF INDEPENDENCE
August 14, 2025

Department City Clerk

Director Approval David Schwenker

AGENDA ITEM City Board Minutes

BACKGROUND

SUPPORTING DOCUMENTS

1. Rec Commission July 16, 2025 Board Minutes
2. July 1 2025 PZ Minutes
3. July 16 2025 City Commission and PZ Minutes

INDEPENDENCE RECREATION COMMISSION

Monthly Commission Meeting July 16, 2025

Ash Youth Center
1501 N. 10th Street
Independence, KS 67301

Members Present:

Greg Kelley
Joe Housel
Dustin Woodward
Mike Rose
Tanner McClure

Others Present:

Brent Julian
Lori Bromley
Nick McBride
Galen Palmer

Greg Kelley opened the commission meeting at 11:30 a.m. Greg introduced the two newest board members Mike Rose, USD 446 Representative and Tanner McClure, City Representative.

ROUTINE

Agenda

Dustin Woodward moved to approve the agenda as printed. Joe Housel seconded. Motion carried 5-0.

Minutes

Joe Housel moved to approve the minutes of the June 25, 2025 fiscal year-end board meeting. Dustin Woodward seconded. Motion carried 5-0.

Bills

Joe Housel moved to approve the July 2025 invoices and checks for payment as presented in the amount of \$10,174.18 as well as bills and employee benefits paid since the last board meeting in the amount of \$7,291.80. Tanner McClure seconded. Motion carried 5-0.

Treasurer's Report

Treasurer Galen Plamer reported the following bank balances as of June 30, 2025: First Oak Bank - Checking: (-\$8,008.79); First Oak - Petty Cash: \$500.00; Equity Bank - Savings \$294,659.66. Mike Rose moved to approve the treasurer's report as presented. Tanner McClure seconded. Motion carried 5-0. Galen explained the reason First Oak Bank had a negative

balance on the books was that there was a \$200,000 deposit in transit on June 30th to First Oak from Equity Bank, therefore the bank itself was never in the negative.

PROGRAMS/OPERATIONS

Maintenance Report

Brent Julian answered any questions the board had on the maintenance report. Brent informed the new board members that he just hired Ethan Speicher as the maintenance supervisor after Jim Butts retired a few months ago. Brent informed the board IRC purchased the new turf mower as previously discussed, and it is doing fantastic work. Brent stated that Ethan has got three water reels going on Park St., there's a new irrigation system on the Crossland baseball field, and the grass is growing well in most areas.

Programs Report

Nick McBride answered any questions the board had on the programs report. A discussion was held on the recent baseball and softball season. Nick informed the board that there are 8 and under All-Star tournaments going on all week at the Central Park Sports Complex. Nick stated that all players, parents and coaches are doing well so far. Nick stated that fall registrations start soon. Dustin Woodward asked why IRC is not using pitching machines and Nick stated that they have in the past but due to safety concerns and inconsistencies they opted to go back to coach pitch. Brent reiterated that IRC has used the machines several times but there were so many complaints it just never worked out.

Director/Aquatics/Special Events Report

Brent Julian answered any questions the board had on the director/aquatics/special events report.

CONSENT AGENDA

Consent Agenda

Joe Housel moved to approve the consent agenda items A-F as presented. Dustin Woodward seconded. Motion carried 5-0.

BUSINESS/FINANCE

Lifeguard Payback Program

Brent explained the lifeguard payback program that he implemented a few years ago that gives the lifeguards at Riverside Beach an incentive to work more hours in order to receive a \$100 bonus at the end of the season. Brent stated that the two-year certification class costs the guards \$150.00 and this is a way for them to get some of that money back. Brent stated he

meets with the managers at the end of the summer to see who received good evaluations and was willing to work at least 55% of the hours offered to them and that will determine who receives the bonus. Joe Housel moved to approve the continuation of the lifeguard payback program. Dustin Woodward seconded. Motion carried 5-0.

IRC Rental Policies

Brent stated that the board requested an updated rental fee policy last month since IRC had not done one in quite a while, especially with the new Central Park Sports Complex becoming a factor. Brent passed around a printout of Policy #5030 IRC Rental Policies that will be included in the IRC Policy Handbook once approved. Brent also handed out a copy of the new IRC Facilities Rental Contract and Rate Chart for the board to review. Brent stated he is open to suggestions and to please look them over and address any concerns. Tanner McClure asked why the meeting room rental is \$50.00 per hour. Brent stated he called around and asked other facilities what they charge and mostly based it off that. Brent stated IRC always lets non-profit organizations use the room for free as well as any coaches, swim team and IRC program related activities. Brent stated some of the changes he has made compared to the previous rental agreement includes a two-week advance notice, IRC staff will run concessions if so desired as well as having an IRC supervisor on duty and the requiring of a \$100 deposit at the time of booking. Brent stated it will be much easier to rent the ball fields once all construction is completed, as of today he would like to hold off on the rental of the CPSC until it is finished. Mike Rose moved to approve Policy #5030 IRC Rental Agreement to be implemented and placed in the IRC policy handbook. Tanner McClure seconded. Motion carried 5-0.

IRC Updates & Questions

Brent informed the new board members he wanted to give them an opportunity to ask any questions they may have or if there was anything they needed clarification on. Brent explained the basic guidelines for IRC funding including the financial fiscal year beginning July 1st, the funding through Ad valorem taxes, the allocation of funds from the school district and the city, the mills, the budget and so forth. Brent briefly discussed the upcoming budget hearing for the 2025-2026 fiscal year as well as the Revenue Neutral Rate hearing that he would like to do at the same time during the September meeting. A discussion was held on the new Central Park Sports Complex and where things are progressing in that area. Greg asked Brent to give an update on Phase III of the project and what all that will entail. Brent stated IRC agreed to pay the city \$40,000 per year for 25 years for a total of \$1 million for the project and has made five payments so far for a total of \$200,000.

Notice of Revenue Neutral Rate Intent

Brent explained the basic details of the Revenue Neutral Rate to the board and stated IRC is keeping the mills the same at 4 and 1 as it has been for many years, however if the assessed property evaluation goes up IRC stands to accumulate a little more funding. Brent informed the commission that if they vote to exceed the RNR he will have to let the Montgomery County

Clerk's office know by July 20, 2025. Brent stated he recommends holding the RNR hearing at the same time as the Budget Hearing during the September 17th 2025 board meeting. On July 16, 2025, Joe Housel moved to approve the Intent to Exceed the Revenue Neutral Rate. Dustin Woodward seconded the motion. Motion carried 5-0.

Setting of the Budget and RNR Hearing

Brent answered any questions the board had on the 2025-2026 budget stating IRC's overall budget was \$1,194,550.00 last year which is very consistent with the past fifteen years. Tanner McClure moved to schedule the Budget and Revenue Neutral Rate Hearings during the regular meeting on Wednesday, September 17, 2025 at 11:30 a.m.

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 12:45 p.m.

Respectfully Submitted,

Dustin Woodward
Secretary

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's July 1, 2025 Meeting

I. Call to Order

Present: Rachel Lyon, Tim Haynes, Gary Hogsett, Lisa Richard, Anita Chappuie, Butch Holum, Rita Ortolani and Michelle Avery

Absent: Kym Kays

City Staff Present: David Cowan, Assistant City Manager; David Schwenker, City Clerk; and Kayla Schabel, Executive Assistant

Guests: Larry McHugh, Sam Hilger, Bob Miller and Christopher Shires by phone

Chairperson Lyon called the meeting to order.

II. Minutes

- a. Consider approving the minutes of the June 3, 2025 meeting.

Motion:

On the motion of Gary Hogsett, seconded by Tim Haynes, the Commission moved to approve the June 3, 2025 minutes as presented.

Aye: Rachel Lyon, Lisa Richard, Tim Haynes, Gary Hogsett, Butch Holum, Rita Ortolani, Anita Chappuie

Nay: None

III. Board of Zoning Appeals (Does not include outside City appointments)

- a. Public Hearing to receive comments on a variance request to allow the number of wall signs on a single facade to exceed code in a C-4, highway commercial district at 121 Peter Pan Road.

Wal-Mart, represented by Springfield Sign, has requested a variance for their location at 121 Peter Pan Road, Independence, Kansas. The request seeks to exceed the permitted number of wall signs on a single façade in a C-4 highway commercial district.

Per City Code §802.5(a), each business is limited to no more than three illuminated or nonilluminated wall or marquee signs, with no more than one per façade.

The applicant initially requested an additional 5 signs per front and side facade in their variance request. The applicant, after the initial variance

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's July 1, 2025 Meeting

request application, requested to have 8 signs on the front facade, 6 on the side facade and 4 on the back facade- for a total of 19 signs.

The building has a footprint of nearly 148,000 square feet, making it one of the largest commercial structures in the city and district. Multiple service departments such as Auto Care and Pickup are located on the sides of the structure, which due to the size and layout of the lot, have limited visibility from public rights-of-way and main parking areas. All proposed signage is modest in design and consistent in architectural style, with none exceeding height or lighting limitations. Due to the size of the structure, the proposed signage is less than 5% of the front facade.

802.5. District C-2 and C-4 – Sign Regulations Summary

Businesses in the C-4 district may display up to three wall or marquee signs, one per façade, with total area not exceeding 20% of that façade. Signs may not exceed five feet above roofline and must adhere to area limits.

Motion:

On the motion of Anita Chappuie, seconded by Lisa Richard, the Commission approved a variance to allow nineteen wall signs as presented on the building of 121 Peter Pan Road in a C-4 district.

Aye: Michelle Avery, Tim Haynes, Lisa Richard, Butch Holum, Rita Ortolani, Anita Chappuie, Rachel Lyon

Nay: None

- b. Public Hearing to receive comments on a variance request to exceed the allowable dimensions of a rear wall sign in a C-3, Central Commercial District, at 320 N. Penn Avenue.

Edward Jones, represented by Jayhawk Signs & Graphics, LLC, has submitted an application requesting a variance to install an internally illuminated wall sign on the rear (east) wall of the building located at 320 North Penn Avenue. Per Section 802.6.a.8 of the zoning code, only one rear wall mounted sign not exceeding 18 inches by 36 inches is permitted for business identification purposes. The applicant proposes to install a 97-inch wide by 16-inch tall internally lit sign cabinet, which exceeds the maximum allowable area.

802.6. District C-3, central commercial district:

a. Permitted signs: 1. [Generally:] Signs permitted in the C-3 district shall be illuminated signs, nonilluminated signs, marquee signs, temporary signs, wall signs and projecting signs with the exception that no sign shall be mounted, painted or affixed to any surface extending above the transom or storefront beam whichever is higher.

Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's July 1, 2025 Meeting

2. **Wall signs:** One sign per face of building not to exceed 50 square feet or five percent of the total area, whichever is smaller.
3. **Corner buildings:** One sign equal to standards above for each wall.
4. **Multiuse signs:** Total sign area for all uses not to exceed above standards.
5. **[Signs hanging from awnings or mounted to storefronts:]** Signs hanging from awnings or mounted to storefronts may not exceed five square feet per face.
6. **[Freestanding buildings:]** Freestanding buildings shall be permitted one freestanding sign not to exceed 80 square feet per face or 160 square feet total of all faces in the sign area. The top of the sign shall not be higher than 25 feet above ground level.
7. **Historical restorations or reproductions:** Historically significant or reproduced signs shall be referred to the Main Street Committee for recommendation to the city commission who may authorize such installation.
8. **[Rear wall signs:]** One rear wall mounted sign not to exceed 18 inches by 36 inches for business identification.
- b. **[Poster panels and billboards:]** Poster panels and billboards shall not be permitted in the C-3 zone.
- c. **Signs on awnings, canopies, and marquees:**
 1. There shall not be more than one sign exceeding an aggregate gross surface area of such awning, canopy or marquee of ten percent of the gross area for each principal building.
 2. The gross surface area of a sign shall not exceed 50 percent of the gross surface area of the awning, canopy or marquee to which the sign is fixed.
- d. **General standards:**
 1. Any awning, canopy, marquee or projecting sign shall not be less than seven feet above the surface of the grade of any street or sidewalk.
 2. Awnings and canopies shall be no closer than four feet from the public street curb and in no case extend more than 12 feet from the property line.
 3. Marquees shall be no closer than two feet from the property line.

Motion:

On the motion of Tim Haynes, seconded by Anita Chappuie, the Commission approved the variance request to allow installation of a rear wall sign measuring 24 inches by 24 inches at 320 North Penn Avenue, as presented.

Aye: Michelle Avery, Tim Haynes, Lisa Richard, Butch Holum, Rita Ortolani, Anita Chappuie, Rachel Lyon
Nay: None

IV. Planning Commission

V. Discussion

**Minutes of the Planning and Zoning Commission/Board of Zoning Appeals's July 1, 2025
Meeting**

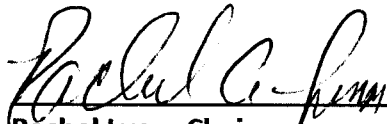
VI. Adjournment

Motion:

On the motion of Anita Chappuie, seconded by Butch Holum, the Commission adjourned the meeting.

**Aye: Michelle Avery, Tim Haynes, Lisa Richard, Gary Hogsett, Butch Holum,
Rita Ortolani, Anita Chappuie, Rachel Lyon**

Nay: None



Rachel Lyon, Chairperson

Lisa Richard, Vice-Chair

Minutes of the City Commission's July 16, 2025 Meeting

I. SPECIAL SESSION

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

Planning Commissioners Present: Tim Haynes, Lisa Richard, Kym Kays, Butch Holum, Rita Ortolani, Gary Hogsett and Anita Chappuie

City Staff Present: Kelly Passauer, City Manager; David Cowan, Assistant City Manager; David Schwenker, City Clerk/City Treasurer; Kayla Schabel, Administrative Assistant to the City Manager and Brian McHugh, Memorial Hall Supervisor.

Visitors Present: Larry McHugh and Christopher Shire.

A. Call to Order by City Commission

Mayor Smith called the meeting to order.

B. Call to Order by Planning Commission

Vice-Chair Lisa Richards called the meeting to order.

IV. ITEMS FOR COMMISSION ACTION

A. Consider approving the notice of intent to exceed the Revenue Neutral Rate (RNR).

Motion:

On the motion of Tim Emert, seconded by Dean Hayse, the Commission authorized the notice of intent to exceed the Revenue Neutral Rate at 53.757 mills.

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None

II. ITEMS FOR DISCUSSION

A. Joint Worksession with Planning Commission to review proposed Zoning Code Updates.

Christopher Shires reviewed the updates.

III. ADJOURNMENT OF PLANNING COMMISSION

Minutes of the City Commission's July 16, 2025 Meeting

A. Adjournment by Planning Commission

Motion:

On the motion of Anita Chappuie, seconded by Gary Hogsett, the Commission adjourned the planning commission meeting.

Aye: Gary Hogsett, Tim Haynes, Lisa Richard, Kym Kays, Butch Holum, Anita Chappuie, Rita Ortolani

Nay: None



Rachel Lyon, Chairperson



Lisa Richard, Vice-Chair

V. ADJOURNMENT OF CITY COMMISSION

A. Adjournment by City Commission

Motion:

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

Aye: Tim Emert, Dean Hayse, Scott Smith

Nay: None



W. Scott Smith, Mayor



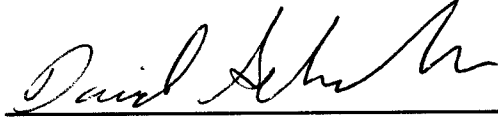
Dean A. Hayse, Commissioner



Tim Emert, Commissioner

Minutes of the City Commission's July 16, 2025 Meeting

Attest:

A handwritten signature in black ink, appearing to read "David A. Smith", is written over a horizontal line.

City Clerk/Treasurer



Report
CITY OF INDEPENDENCE
August 14, 2025

Department Finance

Director Approval Lacey Lies

AGENDA ITEM 2nd Quarter Treasurer's Report

BACKGROUND

SUPPORTING DOCUMENTS

1. PUBLISH TEMPLATE - 2nd QUARTER 2025 REPORT

Treasurer's Quarterly Financial Statement for Quarter Ending June 30, 2025

Name of Fund		Beginning Balance	Receipts	Disbursements	Ending Balance
General	1	4,099,249.45	3,706,662.07	4,267,510.63	3,538,400.89
Opioid Abatement	2	54,855.34	3,666.39	0.00	58,521.73
Fire Insurance Proceeds	3	11,229.94	46,795.55	0.00	58,025.49
Industrial	4	13,701.79	9,739.60	25,000.00	(1,558.61)
Crime Prevention Program	5	589.88	2.00	0.00	591.88
Economic Development/Transportation	6	1,260,905.94	169,161.91	150,000.00	1,280,067.85
Alcohol Assessment	7	3,820.00	0.00	0.00	3,820.00
E-911 - New	8	272,629.69	36,751.46	26,367.94	283,013.21
Incubator Building	9	136,985.08	9,285.00	0.00	146,270.08
KPWSLF Proj No 2933 - WTP	10	(13,558.56)	0.00	0.00	(13,558.56)
Education Sales Tax	11	403,654.76	651,786.97	852,390.15	203,051.58
Capital Project Reserve	12	263,397.91	2,051.84	180,901.89	84,547.86
2023-2033 Special Use Sales Tax	13	0.00	651,786.98	651,786.98	0.00
City Projects	14	1,132,001.71	78,214.44	2,072,757.10	(862,540.95)
City Skate Park	15	0.00	0.00	0.00	0.00
Special Use Sales Tax	17	0.00	0.00	0.00	0.00
Logan Fountain	19	124.37	0.00	0.00	124.37
KPWSL #3058 - Waterline	20	(163,724.67)	11,232.00	13,732.00	(166,224.67)
Airport Capital Projects Reserve	21	324,991.52	3,178.79	0.00	328,170.31
Street Capital Projects Reserve	22	1,435,489.43	355,380.01	116,545.40	1,674,324.04
KWPCRF LOAN C20 2043 01	23	(1,387,529.29)	0.00	14,305.00	(1,401,834.29)
Fire/EMS Grants	24	26,452.54	7,332.37	32,134.98	1,649.93
City Grant Program	25	309,319.38	204,600.00	15,555.00	498,364.38
G. F. Employee Benefits	26	0.00	0.00	0.00	0.00
Special Highway	27	9,309.57	89,467.00	98,776.57	0.00
Airport	31	23,984.28	205,408.06	239,823.77	(10,431.43)
Water and Sewer	33	1,727,720.51	1,784,115.79	1,590,823.41	1,921,012.89
Grinder Pump Replacement	34	316,704.92	5,399.19	0.00	322,104.11
Cap Infrastructure - W/S	35	5,725,798.34	55,046.12	0.00	5,780,844.46
Sanitation	37	244,476.30	338,447.32	342,102.06	240,821.56
Independence Land Bank	38	35,033.42	342.67	143.00	35,233.09
Special Park	40	72,493.67	30,827.90	924.00	102,397.57
Employee Wellness	41	92,886.99	9,691.22	15,716.35	86,861.86
Library	42	13,238.93	100,258.61	13,238.93	100,258.61
Downtown Tree Replacement	43	16,967.37	165.96	0.00	17,133.33
Special Park & Recreation	44	87,479.62	9,641.08	36,132.00	60,988.70
Special Alcohol Programs	45	131,464.96	8,997.00	30,000.00	110,461.96
Demolition	46	101,040.50	16,800.92	80,195.00	37,646.42
Liability Insurance	47	143,386.14	1,867.66	87,893.38	57,360.42
Housing Authority Funds **	979-995	4,247,150.08	414,412.07	464,886.60	4,196,675.55
E-911 - Old	65	4,696.52	0.00	0.00	4,696.52
Memorial Hall Tax Credits	66	14,645.05	0.00	0.00	14,645.05
Quality of Life Sales Tax	67	0.00	0.00	0.00	0.00
First Aid Training	72	1,350.94	13.21	0.00	1,364.15
ADA DJ # 204-29-144	74	740,799.43	0.00	0.00	740,799.43
KLINK, Penn/Chestnut-Oak	76	34,942.78	0.00	0.00	34,942.78
Law Enforcement Trust	79	13,801.44	140.76	0.00	13,942.20
Grant - Walmart - Fire/EMS	84	3,046.18	0.00	0.00	3,046.18
Bond and Interest	91	1,744,575.46	203,053.95	87,585.50	1,860,043.91
2015-2016 KLINK Projects	92	318,879.31	0.00	0.00	318,879.31
Grant Funds	94	(172,989.00)	248,000.00	327,894.68	(252,883.68)
12" Pipeline - Bartlett	96	3,486,334.16	0.00	229,169.65	3,257,164.51

TOTAL	27,363,804.08	9,469,723.87	12,064,291.97	24,769,235.98
Reconciled Items			\$	-
TOTAL				24,769,235.98

Summary

Community Nat'l. Bank	Checking	12,079,914.22
Community Nat'l. Bank	MM Investment Funds	12,689,321.76
		0.00
TOTAL		24,769,235.98

Treasurer's Quarterly Financial Statement for Quarter Ending June 30, 2025

Liabilities	Principal	Interest	Total
Series 2015A	855,000.00	78,975.00	933,975.00
Series 2016A	480,000.00	14,550.00	494,550.00
Series 2019A	570,000.00	17,250.00	587,250.00
Series 2022A - Streets	3,260,000.00	1,146,612.50	4,406,612.50
Series 2022A - Facilities	9,555,000.00	3,359,253.23	12,914,253.23
Series 2024 Temporary Notes - Central Park	4,565,000.00	456,500.00	5,021,500.00
Series 2025 - Pipeline Project	10,115,000.00	1,129,534.04	11,244,534.04
Bonds & T-Notes Payable - September 30, 2023	29,400,000.00	6,202,674.77	35,602,674.77

Capital Leases	Payoff Date	Balance
Community National Bank - 2019 Rosenbauer Fire Truck	April 1, 2026	94,329.07
Community National Bank - 2023 Sanitation Truck	October 17, 2027	122,222.19
Commercial Bank - 2024 Sanitation Truck	July 25, 2029	395,637.00
Commercial Bank - 2025 Ambulance Remount	January 9, 2030	196,075.17
Commercial Bank - 2025 Street Bucket Truck	February 24, 2030	195,195.27

Kansas Public Water Supply/Pollution Control Loan Funds	Balance
Loan # C20-1915-01, Southeast Lift Station	1,570,358.45
Loan #2933 Water Treatment Plant Upgrades	1,343,739.53
Loan #3058 Replace Waterlines and Automated Meters	3,179,065.19
Loan # C20-2043-01, Lakeview Lift Station and Basin V, Phase 2	
TOTAL	42,699,296.64

I, David Schwenker, Treasurer, do hereby certify that the above statement is correct to the best of my knowledge and belief.

David Schwenker, Treasurer

Attested by:

Lacey R. Lies, Director of Finance