

INDEPENDENCE CITY COMMISSION

REGULAR SESSION AGENDA

August 28, 2025

5:30 PM

Commission Room City Hall

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

The Agenda shall be as follows:

I. REGULAR SESSION

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

II. APPOINTMENTS

- A. Tree Board - One Resignation - Apply by September 7, 2025

III. CONSENT AGENDA

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

- A. Consider a request from the Mid-Continent Community Band to waive fees for Memorial Hall Auditorium.

IV. PUBLIC HEARING

- A. Public Hearing to consider the condemnation of 1228 N. Penn Ave as dangerous and unsafe.
- B. Public Hearing to consider the condemnation of a garage at 1120 W. Myrtle Street as dangerous and unsafe.

V. ITEMS FOR COMMISSION ACTION

- A. Consider awarding a new diesel engine replacement for pump 640 at the Water Treatment Plant to JCI, Inc.
- B. Consider awarding the Laurel Street water tower maintenance project to Utility Service Company, Inc.

VI. REPORTS

- A. Monthly Project and Public Works Report

VII. ASSISTANT CITY MANAGER'S COMMENTS

VIII. COMMISSIONERS' COMMENTS

IX. PUBLIC CONCERNS

X. ADJOURNMENT



Action Item
CITY OF INDEPENDENCE
August 28, 2025

Department Admin

Director Approval Kelly Passauer

AGENDA ITEM Tree Board - One Resignation - Apply by September 7, 2025

BACKGROUND Leslie Dillon has resigned from the Tree Board. Applications are due by September 7, 2025. For more information, [click here](#).

SUPPORTING DOCUMENTS



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 28, 2025**

Department Admin

Director Approval David Cowan

AGENDA ITEM Consider a request from the Mid-Continent Community Band to waive fees for Memorial Hall Auditorium.

SUMMARY RECOMMENDATION Approve the request.

BACKGROUND

Don Farthing, representing the Independence Mid-Continent Band, is requesting that the City Commission waive the rental fees for Memorial Hall Auditorium on or around November 11, 2025. The Mid-Continent Band wishes to present a community concert in honor of Veterans on that date. The exact time of the concert has not yet been finalized, as the event schedule for the Veterans celebration is still being developed; however, they anticipate the start time will be either 7:00 p.m. or 8:00 p.m.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to waive the rental fees for the Mid-Continent Band Veteran's Day concert on or around November 11, 2025.

SUPPORTING DOCUMENTS



**REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 28, 2025**

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider the condemnation of 1228 N. Penn Ave as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends that the meeting be adjourned until September 11, 2025.

BACKGROUND

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

However, the insurance settlement will not cover the cost of repairing and restoring the building. The insurance company has indicated it will issue a payment to cover demolition and removal of the structure if the property owner does not initiate timely repairs or removal. The owner has informed the City that he does not have the financial means to repair the automatic car wash, though he has reopened two of the hand wash bays.

The property lienholder, the owner's bank, has requested that the City release the insurance funds to them, as they hold the lien on the property.

After reviewing the matter, the City Attorney recused himself from the case. The City has therefore retained outside legal counsel to review the condemnation process. Accordingly, staff recommends adjourning the public hearing until September 11, 2025, to allow time for further consultation with the attorney.

FINANCIAL INFORMATION N/A

SUGGESTED MOTION I move to adjourn the Public Hearing to consider condemnation of 1228 N. Penn Ave to September 11, 2025, at 5:30 pm.

SUPPORTING DOCUMENTS

1. Excerpt from June 26, 2025 Minutes regarding 1228 North Penn Avenue
2. 1228 N. Penn

Excerpt from June 26, 2025 Minutes regarding 1228 N. Penn Avenue

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

On January 11, 2025, a fire occurred at KWASH, located at 1228 N. Penn Avenue. The incident caused significant damage to the car wash equipment and resulted in smoke damage throughout the building. The City was

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Minutes of the City Commission's June 26, 2025 Meeting

subsequently contacted by the insurance company, which reported that the damage was extensive. As a result, the insurer determined the structure to be a total loss and is settling the claim with the insured on that basis.

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

Motion:

On the motion of Tim Emert, seconded by Scott Smith the Commission adopted a resolution setting the date of August 28, 2025 at 5:30 PM for a Public Hearing to consider the condemnation of 1228 N. Penn Ave as dangerous and unsafe.

Aye: Tim Emert, Scott Smith

Nay: None

Print Page

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

Owner Information

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

Property Situs Address

Address	1228 N PENNSYLVANIA AVE, Independence, KS 67301
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Land Based Classification System

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

General Property Information

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

Property Factors

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

2025 Appraised Value

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

2024 Appraised Value

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

Tract Description

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

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

Deed Information

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

Market Land Information

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

General Commercial Building Information

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

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

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

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

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

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

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Parcel Search powered by  **Aumentum**
TECHNOLOGIES

Report Cover Page

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

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

Tax Information:

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

Date: June 06, 2025

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

File No.: 3135442

Title Contact: Mary Jo Wallis

Contact E-mail: mwallis@security1st.com

OWNERS AND ENCUMBRANCES REPORT

For the exclusive use of:

City of Independence

David Cowan

120 N. 6th Street

Independence, KS 67301

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

On Real Estate described as:

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

The Public Records located in Montgomery County indicate that:

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

JOURNOT 5, LLC, a Kansas limited liability company

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

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

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

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

PIN # IC 3458

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

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

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

PIN # IC 3458

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

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

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

PIN # IC 3458

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

Mortgagor: Journot 5, LLC

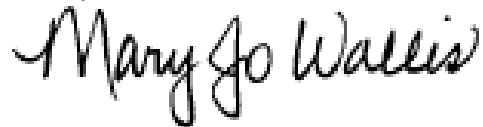
Mortgagee: Community State Bank

This Report is limited to only the information described above.

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

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

Security 1st Title

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

Licensed Abstracter



1228 N. Penn - KWASH



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 28, 2025

Department Admin

Director Approval David Cowan

AGENDA ITEM Public Hearing to consider the condemnation of a garage at 1120 W. Myrtle Street as dangerous and unsafe.

SUMMARY RECOMMENDATION City Staff recommends condemnation.

BACKGROUND On June 10, 2025, the Independence Fire-EMS was called to 1120 W. Myrtle Street for a garage fire. Upon their arrival, the structure was fully engulfed in fire. The structure and the vehicle were a total loss. City staff have not received any contact from the resident or owner of the property. City staff recommends condemnation of the garage and the fire-damaged debris.

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

SUGGESTED MOTION I move to adopt a Resolution condemning the garage and fire-damaged property at 1120 W. Myrtle.

SUPPORTING DOCUMENTS

1. RESOLUTION 2025-041 - CONDEMNATION - DAYS - 1120 W Myrtle St
2. 1120 W. Myrtle
3. Parcel 1120 W. Myrtle
4. Pic 1 Aug 20
5. Pic 2 Aug 20
6. Pic 3 Aug 20
7. Notice of Public Hearing - 1120 W Myrtle - August 28, 2025

RESOLUTION NO. 2025-041

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

Legal Description

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

Common Address

1120 W. Myrtle St. – GARAGE ONLY.

Mortgage

WHEREAS, the Building Inspector of the City of Independence, Kansas, did on the 26th day of June 2025, file with the Governing body of said City, a statement in writing that the structure, or structures, located on the above described tract/parcel is unsafe and/or dangerous; and

WHEREAS, the Governing body did by **Res. #2025—033**, dated **June 26, 2025**, fix a time and place of hearing at which time the owner, his or her agent, any lien holders of record and any occupant of such structure, or structures, could appear and show cause why such structure, or structures, should not be condemned and ordered repaired and/or demolished and further provided for the giving of notice thereof as provided by law; and

WHEREAS, such resolution was published in the official city newspaper on **July 2, 2025 and July 9, 2025**, a copy of such resolution and notice was mailed to the owner, his or her agent; any lien holders of record and any occupant of the structure, or structures, at his or her last known place of residence, at which hearing the governing body heard all persons and considered all evidence presented by interested parties, including the Building Inspector of the City of Independence, Kansas.

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

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

Legal Description

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

Common Address

1120 W. Myrtle St. – GARAGE ONLY.

Mortgage

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

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

Adopted this 28th day of August, 2025.

(SEAL)

Mayor

City Clerk



1120 W. Myrtle

Print Page

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The Parcel Number for this Property is 063-087-36-0-20-01-007.00-0
Quick Ref ID: 4188

Owner Information

Owner Name	SOUTH EAST KANSAS PROPERTY PARTNERS, LLC
Address	534 S KANSAS AVE 1000 TOPEKA, KS 66603

Property Situs Address

Address	1120 W MYRTLE ST, Independence, KS 67301
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Land Based Classification System

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

General Property Information

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

Property Factors

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

2025 Appraised Value

Class	Land	Building	Total
Residential - R	2,140	16,990	19,130
Total	2,140	16,990	19,130

2024 Appraised Value

Class	Land	Building	Total
Residential - R	2,140	15,910	18,050
Total	2,140	15,910	18,050

Tract Description

MCLAUGHLIN ADD, S36, T32, R15, Lot 14, ACRES 0.15, LOT WIDTH: 050.0 LOT DEPTH: 140.0 Plat Book/Page 4 /28 Deed Book/Page 720 /195 714 /504 695 /1310 458 /522 349 /389 330 /216

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4
720	195	714	505	714	504	695	1310

Market Land Information

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	Ovrd	Class	Value Est
Sqft	Primary Site - 1	6534				8	50					2,140

Dwelling Information

Dwelling Information		Comp Sales Information	
Res Type	Single-family Residence	Arch Style	Bungalow
Quality	FR	Bsmt Type	Crawl - 2
Year Built	1908	Total Rooms	4
Eff Year		Bedrooms	2
MS Style	One Story	Family Rooms	
LBCSStruct	Detached SFR unit	Full Baths	1
No. of Units		Half Baths	
Total Living Area		Garage Cap	
Calculated Area	1,204	Foundation	Stone - 4
Main Floor Living Area	1,204		
Upper Floor Living Area Pct.			
CDU	FR-		
Phys/Func/Econ	FR-/ /		
Ovr Pct Gd/RCN	/160,410		
Remodel			
Percent Complete			
Assessment Class			
MU Cls/Pct			

Dwelling Components				
Code	Units	Pct	Quality	Year
Carport, Flat Roof (SF)	400		1	
Wood Deck (SF) with Roof	169			
Composition Shingle		100		
Heat Pump		100		
Plumbing Rough-ins (#)	1			
Enclosed Wood Deck (SF), Solid Wall	162			
Frame, Siding/Shingle		100		
Raised Subfloor (% or SF)		100		
Plumbing Fixtures (#)	5			
Automatic Floor Cover Allowance				

Building Improvements																		
Id	Occupancy	MSCls	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls
43	Residential Garage - Detached	D	1.00	1	1950			600	100	8	30 X 20	1	1	1				16,990
																	2	340

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

June 27, 2025

South East Kansas Property Partners, LLC
534 S. Kansas Ave 1000
Topeka, Ks. 66603

Subject: Public Hearing Notice Regarding Property at 1120 W. Myrtle – **Immediate Action Required**

Dear Owner:

I am writing to you concerning the property at 1120 W. Myrtle Street. The City of Independence will set a Public Hearing to consider condemnation of the garage and damage property as dangerous and unsafe on **August 28, 2025 at 5:30 PM** before the Independence City Commission at 120 N. 6th Street.

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

- **Mortgage/Lien Holder:** Please provide the City Officials with your mortgage lien holder and insurance for this property.
- **Demolition Procedures:** Owner may hire a contractor to clear the debris and remove the vehicle. Please note slabs and foundations of the garage must be removed and this action requires a demolition permit from the City of Independence. A permit can be obtained by contact David Schwenker at 620.332.2500 ext 702

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

Your timely cooperation in this matter is appreciated.

Sincerely,
David J. Cowan
David Cowan
Assistant City Manager
Building Official Director



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 28, 2025

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider awarding a new diesel engine replacement for pump 640 at the Water Treatment Plant to JCI, Inc.

SUMMARY RECOMMENDATION Approve award.

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 was granted to bid for furnishing and installation of a replacement engine at the August 14 Commission meeting, as well as the installation of that engine. The sole conforming bid was opened on August 21, 2025, and is within 5% of the expected range based upon prior budgetary quotes. As the recommissioning of pump 640 provides additional operational redundancy, it is requested that the Commission approve this award.

FINANCIAL INFORMATION Funds for purchasing this \$42,450 item will come from water treatment maintenance funds in Fund 033.

SUGGESTED MOTION I move to award the bid for furnishing and installation of a replacement diesel engine for pump 640 to JCI, Inc. in the amount of \$42,450 pending approval of conditions by the City Attorney.

SUPPORTING DOCUMENTS

1. JCI - Diesel Engine



JCI Industries, Inc.
2301 W. 20th Street
Joplin, MO 64804
Tel: 417-623-4544

www.jciind.com

Thursday, August 21, 2025

Independence KS, City of - City Hall
811 W Laurel St
Independence, KS 67301

Phone: 816-325-7700
Fax: 816-325-7699

Attention: Kevin Henry

Subject: Cummins 6CT8.3-P and Service

Quotation #: SEQT-193051T_W
Please refer to this number when ordering

Kevin Henry:

We are pleased to respond to your request for quotation with the following items. Please reference our quotation number on all related correspondence. If you have any questions or need additional information please give Marshall Miller or myself a call.

Best regards,

Tristan Watson

Tristan Watson
Regional Operations Manager
JCI Industries, Inc.
417-385-1658

Marshall Miller

Marshall Miller
Sales Engineer
JCI Industries, Inc.

Thursday, August 21, 2025

Quote #: SEQT-193051T_W

Item	Description	Qty	Unit Price
1.00	Cummins 6CT8.3-P and Installation	1	\$42,450.00
	• Pull existing engine and bring to our shop • Transfer components off existing and install on new unit • Install new engine • ReCon Engines will not include components such as an ECM, starter, alternator, fan drive, engine mounts, etc. • Taking parts off the old engine to make this engine or block a closer match. The parts need to be inspected to make sure they meet reuse guidelines. Any part that is reused will not be covered under warranty if it fails.		

Terms & Conditions	
Lead Time 3-4 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice
F.O.B. Warehouse	Thank you for the opportunity to present this quote! Due to the ongoing uncertainty surrounding tariffs, supply chain volatility, and other market conditions beyond our control, all pricing is subject to change without notice. Final pricing will be determined at the time of acknowledgement. We appreciate your understanding in this dynamic environment.

OTC TERMS AND CONDITIONS OF SALE

OTC Industrial Technologies is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods or Parts by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods or Parts by Seller to Buyer. Acceptance of any order is subject to credit approval and acceptance of the order by Seller. If credit of the Buyer becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller. If Buyer already has an executed Agreement currently in effect with Seller, then the terms of that agreement, together with any terms and conditions of a subsequent purchase or work order issued hereunder, constitute the complete agreement; and (ii) if Buyer does not already have an executed Agreement with Seller, then these terms and conditions and any subsequent purchase or work orders issued hereunder constitute the complete agreement. No other terms or conditions including, without limitation, Buyer's standard printed terms and conditions, whether printed on Buyer's order acknowledgement, purchase order or otherwise, will have any application to any purchase between Buyer and Seller unless specifically accepted in writing by Seller. Acceptance is expressly limited to the terms of the Agreement and Seller objects to any different or additional terms contained in any response by Buyer, including without limitation any instrument requesting or confirming this offer by or on behalf of Buyer. The terms of the Agreement are the sole and exclusive terms and conditions on which the Seller agrees to be bound. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods or Parts shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods or Parts to Seller's price for the Goods or Parts at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods or Parts prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods or Parts or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or

consumption of Goods or Parts shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods or Parts for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods or Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For shipments of Goods or Parts per Incoterms® 2020, per FCA will be the approved method for delivery unless otherwise approved by the parties. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods at the time of purchase is the only warranty applicable to the sale of Seller's Goods and its terms, conditions and limitations are incorporated by reference herein. Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from

completion of services. Buyer acknowledges that the performance of any service by a Party other than Seller, which alters the manufacturer provided Goods as indicated in the Statement of Work or Work Order may void the manufacturer's warranty. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of the Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods or Parts, either alone or in combination with other products/components. Goods sold hereunder are not intended for use in or in connection with (1) any safety application or the containment areas of a nuclear facility, or (2) in a healthcare application, where the Goods have the potential for direct patient contact or where a six (6) foot clearance from a patient cannot be maintained at all times. **THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE FOR THE NON-CONFORMING GOODS.**

6. LIMITATION OF REMEDY AND LIABILITY: SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

7. INSURANCE: Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$1,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$1,000,000 per occurrence and per location aggregate. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$1,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. **Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.**

8. PATENTS AND COPYRIGHTS: Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods or Parts.

9. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods or the performance by

Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods or Parts, or to obtain material used directly or indirectly in the manufacture of the Goods or Parts is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods or Parts and/or allocate its available supply of the Goods or Parts and/or such material (without obligation to acquire other supplies of any such Goods, Parts or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon thirty (30) days advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods or Parts consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods or Parts without prior notice to Buyer.

12. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

13. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

14. **INSPECTION/TESTING:** Buyer shall have ten (10) days from (i) the date of delivery of Goods or Parts and (ii) from the date of completion of each portion of the services to inspect the Goods or Parts and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods or Parts are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods or Parts. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

15. **RETURNED GOODS:** Advance written permission to return Goods or Parts must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods or Parts must be (i) current, unused, catalogued Goods or Parts still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods or Parts prior to authorizing return.

16. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

17. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefore. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

18. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods or Parts and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

19. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods or Parts and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods or Parts in violation of such applicable laws, regulations, orders or requirements.

20. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

21. **GENERAL PROVISIONS:** This Agreement supersedes all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No

change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

22. ADDITIONAL SERVICE CONDITIONS: The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of

asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

23. COMPLIANCE WITH LAW: Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of Goods will occur.

24. INDEMNITY: Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or that party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

The parties hereto agree any orders placed by Buyer for Seller to provide Goods, regardless of any terms and conditions on any quote, purchase order or other documents exchanged, the terms and conditions of this Agreement shall prevail.



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 28, 2025

Department Public Works & Utilities

Director Approval John Garris

AGENDA ITEM Consider awarding the Laurel Street water tower maintenance project to Utility Service Company, Inc.

SUMMARY RECOMMENDATION Staff recommends awarding the Laurel Street Water Tower maintenance project to Utility Service Company, Inc. for a total of \$238,300, which includes the base bid, two additional scope items, and an add alternate to repaint the City logo. The total project cost is within the approved budget.

BACKGROUND The City's water towers require periodic maintenance, and the Laurel Street Water Tower is scheduled for this work. Bids were received on July 31, 2025, and Utility Service Company, Inc. submitted the lowest base bid of \$210,000. Two additional scope items—a 12" roof vent and an SP7-level sandblast on the tank roof—were added for \$3,900, bringing the subtotal to \$213,900.

An add alternate to repaint the existing City logo was also bid at \$24,400, resulting in a total recommended project cost of \$238,300. While this add alternate is optional, staff recommends including it because the logo is a highly visible community landmark that promotes civic pride and a positive image to residents, visitors, and prospective businesses. Although Utility Service Company's cost for the optional logo is higher than other bidders, it was bid as part of the overall project, and securing another contractor solely for the logo would likely not be cost-effective due to separate mobilization requirements. Repainting the existing logo ensures it will remain visible and attractive for many more years following this maintenance project.

Bid Tabulation – Laurel Street Water Tower Renovations

Contractor	Base Bid	Add Alternate – Logo Painting	Total with Alternate
Central Tank Coatings	\$440,680.00	\$10,000.00	\$450,680.00
Maguire Iron	\$236,500.00	\$12,500.00	\$249,000.00
Pittsburg Tank & Tower	\$566,045.00	\$10,000.00	\$576,045.00
TMI Coatings	\$436,700.00	\$14,700.00	\$451,400.00
Utility Service Co (Low Base Bid)	\$210,000.00	\$24,400.00	\$234,400.00
Viking Painting	\$271,300.00	\$8,500.00	\$279,800.00

Note: After adding the roof vent and SP7-level sandblast scope items (\$3,900), the recommended project total is \$238,300.

FINANCIAL INFORMATION A total of \$425,000 was budgeted for this project. The recommended award of \$238,300, which includes the base bid, two additional scope items, and the add alternate for logo repainting, is well within the approved budget, leaving sufficient funds for future water infrastructure needs.

SUGGESTED MOTION I move to award the Laurel Street Water Tower maintenance project to Utility Service Company, Inc. in the amount of \$238,300, which includes the base bid, two additional scope items, and an add alternate to repaint the existing City logo.

SUPPORTING DOCUMENTS

1. Water Tower Generic For Review
2. Independence KS Laurel Street Tower 2025a
3. USG Water

CONTRACT

This Agreement is entered into on the _____ day of _____, 2025,
by and between the **City of Independence, Kansas**, hereafter CITY, and _____
_____, hereafter
CONTRACTOR.

1. **Project Description:** The project consists of renovations to the Laurel Street Water Tower.

2. **Specifications:** The specifications for the work to be performed by CONTRACTOR are as contained in the Independence, Kansas Laurel Street Request for Proposal document (attached hereto) with the exception that the 12" roof vent (item 2, schedule of work to be accomplished) and the addition of an SP7 level sandblast on the roof of the tank and Exhibit A of the USG scope of work (attached hereto). Addition of the logo (if approved by City) will be done as an addendum in the amount of \$24,400.

3. **Compensation:** CITY shall pay CONTRACTOR the agreed sum of \$213,900 in the following manner: as a lump sum within 30 days of the completion of the project.

4. **Term of Agreement:** CONTRACTOR shall begin work on the date established by consultation with CITY. The parties may agree to a completion deadline, and if so, such deadline must be in writing signed by both parties.

5. **Change Orders:** Change Orders must be approved in writing, and valid changes are applicable only to work presented to CITY by CONTRACTOR for conditions presented to CITY within 5 business days of the time CONTRACTOR knew or should have known about the change, or upon request by CITY. Damages claimed for delay may include direct costs only, and cannot include any costs from lost opportunities or any

other source.

6. **Indemnification:** CONTRACTOR agrees to indemnify and hold harmless CITY, its agents and employees, for any damages to persons or property arising from acts or omissions of CONTRACTOR, or its agents or employees, in performance of this agreement.

7. **CONTRACTOR Requirements:** CONTRACTOR shall be responsible for, and provide the CITY proof of, the following upon request:

- a. Current Occupational License issued by the City, if required.
- b. A minimum of \$1,000,000.00 general liability insurance.
- c. All statutorily required workers compensation coverage.
- d. A minimum of \$1,000,000.00 in automobile liability insurance.
- e. Performance and payment bonds as specified in the Independence, Kansas Laurel Street Request for Proposal document (previously referenced and attached hereto).

CITY OF INDEPENDENCE, KANSAS

Date

By: _____

_____, Mayor

ATTEST:

, City Clerk

8/21/2025

Date

By:



NAME: David Pollard

TITLE: Director of Bid Department
Utility Service Co., Inc.

Independence Kansas

REQUEST FOR PROPOSALS

For

Laurel Street Water Tower

Renovations

City of Independence, KS

2pm, July 31, 2025.

2025



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

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

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

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

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

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

**All submittals shall be mailed to:*

John Garris

City of Independence, KS

120 N. 6th

Independence, KS 67301

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

GENERAL INFORMATION

PURPOSE

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

SCOPE

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

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

ITEMS TO BE ADDRESSED IN PROPOSAL

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

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

- E. Each proposal should include a detailed contract document for review to be included in this R.F.P. response. Within the contract document shall be a specific cancellation clause, which indicates procedures that **the City** may take for cancellation of the contract.
- F. Any permits, approvals, etc. required by the State of Kansas to accomplish all current and future work shall be the responsibility of the successful proposer.
- G. Each bidder shall submit a formal **Safety Program** stating company policy on all safety procedures. Document procedures to include workers protection, confined space, and general safety procedures.
- H. BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within fourteen (14) consecutive calendar days, after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, Insurance Certificates, and all other documents as required in these documents.
- I. As bid security, BIDDER provides herewith, *Bid Bond, *Cashier's check, *Certified check, in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established. BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.
- J. Outlined below is the schedule that details the initial schedule of work.

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

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

Warranty Inspection

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

INSURANCE REQUIREMENTS

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

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

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

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

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

B. Comprehensive General Liability Insurance

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

C. Automotive Liability

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

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

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

D. Owner's Protective Liability Policy

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

E. Builder's Risk Insurance

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

F. Umbrella Liability

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

NOTICE:

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

BASE BID:

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

\$_____ (written)

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

\$_____ (written)

AFFIDAVIT

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

Signature of Authorized Representative

Printed Name

Attest

BID BOND

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

_____ as Surety, are hereby held and
firmly bound unto The City of Independence, Kansas, as OWNER, in the penal sum of
_____ (\$ _____)

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

Signed this _____ day of _____, 2025.

The Condition of the above obligation is such that whereas the principal has submitted to The City
of Independence, Kansas, a certain BID, attached hereto and hereby made a part hereof to enter
into a contract in writing, for the Laurel Street Water Tower Renovations

NOW, THEREFORE,

(a) If said BID shall be rejected,

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

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

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

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

_____ (L.S.)

Principal

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's
most current list (Circular 570 as amended) and be authorized to transact business in the state
where the project is located. NOTICE OF AWARD 0050

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held, and firmly bound unto CITY OF IDEPENDENCE, KANSAS
hereinafter called OWNER, in the penal sum of

_____ dollars (\$ _____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a
certain contract with the OWNER, dated the _____ day of _____, 2025, a copy of which is
hereto attached and made a part hereof for the construction of:

Laurel Street Water Tower Renovations

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

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

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

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2025.

ATTEST:

By _____(s)
(Seal) (Principle)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

(SEAL) _____(Surety) Secretary

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

(Address)

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

If CONTRACTOR is Partnership, all partners should execute BOND.

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

STATUTORY PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That we _____ of _____, as Principal, and _____ a corporation organized and existing under the laws of the State of _____ as Surety, are hereby held and firmly bound unto the STATE OF KANSAS in the sum of DOLLARS (\$) lawful money of the United States of America, for the use and benefit of all persons entitled thereto, for the payment of which well and truly to be made, we hereby bind ourselves, our successors, heirs, executors and administrators, jointly and severally, firmly by these presents. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, the said has entered into a written contract with the CITY OF INDEPENDENCE, KANSAS dated for the Laurel Street Water Tower Renovations according to the contract and specifications attached hereto and made a part hereof.

NOW THEREFORE, if the said _____ Contractor, or the subcontractors of said Contractor shall pay all indebtedness incurred for supplies, materials, or labor furnished, used or consumed in connection with or in or about the construction of said building or in making such improvements, including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly in furtherance of such improvement, then this obligation to be null and void; otherwise to remain in full force and effect. The said surety for value received, hereby agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations or this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to said contract, work, or specifications. IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered this.

_____ day of _____, 2025.

Surety

Principal

By

By

Title

Title

COATING SPECIFICATIONS

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

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 REFERENCES

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

1.3 SUMMARY

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

COATING SPECIFICATIONS

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

1.4 SUBMITTALS

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

1.5 QUALITY ASSURANCE

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

1.6 DELIVERY, STORAGE, AND HANDLING

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

COATING SPECIFICATIONS

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

1.7 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 HIGH PERFORMANCE COATINGS GENERAL

- A. Materials Compatibility:

COATING SPECIFICATIONS

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

2.2 MANUFACTURERS

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

2.3 METAL PRIMERS, INTERIOR WET

- A. Urethane Primer, Zinc-Rich:

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

2.4 OVERCOAT PRIMER, EXTERIOR

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

2.5 HDP ACRYLIC POLYMER AND POLYURETHANE LETTERING, EXTERIOR

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

2.6 EPOXY COATING, INTERIOR WET

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

COATING SPECIFICATIONS

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

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PROTECTION OF SURFACES NOT SCHEDULED TO BE COATED

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

3.3 SURFACE PREPARATION

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

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

COATING SPECIFICATIONS

3.4 APPLICATION

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

3.5 Disinfection and Filling of Tank:

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

3.6 REPAIR

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

COATING SPECIFICATIONS

3.7 FIELD QUALITY CONTROL

A. Inspector's Services:

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

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

3.8 CLEANING AND PROTECTION

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

3.9 INSPECTION

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

3.10 EXTERIOR HIGH-PERFORMANCE COATING SCHEDULE

A. Tank Exterior

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

COATING SPECIFICATIONS

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

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

3.11 INTERIOR HIGH-PERFORMANCE COATING SCHEDULE

A. Tank Interior, Immersion Service:

1. Zinc/Epoxy System:

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

END OF SECTION 09 96 00



Exhibit A - Scope of Work

Exterior

1. Surface Preparation: A High pressure water blast all areas with a minimum 3500 – 5000 lbs. psi at the tip at a rate of 3 – 5 gallons/minute, utilizing an orbital tip and TSP detergent additive to remove chalk, loose paint, and other contaminants, followed by a clean water rinse. Rusted or Bare Steel: Prepare surface in accordance with SSPC SP 3- Power Tool Cleaning- The removal of all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter by the use of power-assisted hand tools. Power tool cleaning will not remove adherent mill scale, rust, and paint. Mill scale, rust and paint are considered adherent if they cannot be removed by lifting with a dull putty knife.
2. Spot Prime: Tnemec Series 115 Uni-Bond at 2.0-4.0 mils DFT.
3. First Coat: Tnemec Series 1028 Endura-Tone at 2.0-4.0 mils DFT.
4. Logo/Lettering: Tnemec Series 73U Endura-Shield at 3.0-5.0 mils DFT.

Interior

1. Surface Preparation: SSPC-SP10/NACE No. 2
2. First Coat: Tnemec Series 91-H2O Hydro-Zinc at 2.5–3.5 mils DFT.
3. Stripe Coat: Brush and roll all welds & seams with Tnemec Series 20 Pota-Pox at 3.0-6.0 mils DFT.
4. Second Coat: Specifications require Tnemec Series 141 at 10.0-16.0 mils DFT. Per Tnemec, Series 141 is not NSF 600 certified. We propose to apply Series 22 at 16.0 to 40 mils DFT.
5. Caulk: All skip welds and gaps with NSF/ANSI Standard 61 Certified Caulking: Sika Flex 1A.
6. After curing, disinfect using AWWA Method 2.

Repairs

1. Grout tank leg and riser foundations and coat with primer and topcoat.
2. Install 12" roof vent.
3. Install brass locks on all roof hatches and climbing prevention devices.



Report
CITY OF INDEPENDENCE
August 28, 2025

Department Public Works & Utilities

Director Approval

AGENDA ITEM Monthly Project and Public Works Report

BACKGROUND

SUPPORTING DOCUMENTS

1. Project Status 8-2025cc

	Project Title	Project Description/Scope	Approx. Cost (000's)	Grant Portion	Arch. or Eng. Partner	Status	Last Month Progress	Next Month Plan/Issues	Projected Const Start	Projected Compl.
1	SS4A	Safe Streets for All grant.	\$1,605	\$1,605	TranSystems	Pre-grant.	New contract sent to FHWA for review.	Awaiting response from national FHWA headquarters.	TBD	TBD
2	Whiskey Creek	Artificial lake for runoff water impoundment	TBD	TBD	TranSystems	Conceptual Design.	Working preliminary application for USDA grant.	Completion of preliminary application for USDA grant.	TBD	TBD
3	Beech St. Culvert	Culvert replacement at Beech St.	\$80	TBD	TranSystems	Design.	Proposal awarded.	Survey requested.	4Q25	4Q25
4	KAIP - Apron Rehab	Apron rehab near Textron operations.	\$840	\$756	Lochner	Design.	Grant document received. RCA prepared, Grant accepted.	Engineering contract RCA approved.	2027	2027
5	CCLIP Grant - 10th	Reconstruct 10th between Main and Laurel	\$1,700	\$1,500	TranSystems	Design.	Notice to proceed issued. Survey has started.	Preparing field check plans.	3Q26	2Q27
6	Water Distribution Strategic Plan	Review water distribution system for repairs and replacement.	\$50	TBD	EBH	Engineering in progress.	Engineering in progress.	Engineering in progress, loan application process started.	3Q26	4Q36
7	Penn and Chestnut	Rebuild corner to accommodate drainage.	TBD	TBD	TranSystems	Design.	Start design.	Review preliminary plans.	3Q25	3Q25
8	Memorial Hall HVAC	Cooling system replacement at Memorial Hall.	\$500	TBD	LSA	Design.	Preliminary alternatives determined.	Preliminary alternatives selected, change possible due to code.	3Q25	1Q26
9	Dam Review And Repair	Design dam diversion structure and bid required repairs.	\$750	n/a	WRS	Design.	Initial cofferdam height determined, conversations ongoing with Corps of Engineers, preliminary access layout.	Plan review held, preparing bid documents.	4Q25	1Q26
10	Water Plant Next Phase	Water Plant Capital Work Per Master Plan	\$7,000	n/a	PEC	Design.	Await KDHE approval.	Await KDHE approval.	1Q25	4Q28
11	Rainbow Sanitary	New sanitary sewer section at Rainbow Drive.	\$100	n/a	TranSystems	Pre-bid.	Awaiting 90% plan review, RCA to follow.	RCA for bidding approved.	3Q25	4Q25
12	Transp. Alt. Grant	8' sidewalk to Wal-Mart and Labette	\$1,350	\$980	TranSystems	Pre-bid.	Final forms to KDOT.	Final plan review to KDOT.	3Q25	1Q26
13	KDHE Wastewater Loan	New sewer lines around 1st and Birch and around the Westminster area.	\$3,000	TBD	TranSystems	Pre-bid.	Responded to KDHE comments.	KDHE approval received! Will request approval to bid next meeting.	3Q25	4Q25
14	SPCC - Airport	Containment upgrades for fueling	\$150	n/a	TranSystems	Pre-bid.	Receive bids 7/31. Need light pole data.	No bids received, RCA issued to rebid.	3Q25	4Q25
15	2025 Water Tower	Perform required periodic maintenance on the Laurel Street Tower.	\$500	n/a		Award.	RCA RFQ, received bids 7/31.	RCA to recommend award in progress.	TBD	TBD
16	Big Straw	Water pipeline to Bartlett.	\$11,000	All (via Bartlett)	EBH	Preconstruction.	Review bids, issue RCA if approved by Bartlett.	Contract awarded, preparing for preconstruction meeting	4Q23	1Q26
17	2025 Mill and Overlay	Mill and Overlay Selected Locations	TBD	TBD	N/A	Preconstruction.	Received bids.	Bid awarded, preconstruction conference held, likely pave mid-September.	3Q25	3Q25
18	Enterprise Drive	Buildout of street, utilities	\$1,700	\$1,300	TranSystems	In construction.	Schedule work.	Schedule work, waiting on AT&T.	1Q22	3Q25
19	Central Park	Central Park.	\$10,700	\$7,200	Indigo	In construction.	Construction has started.	Construction completion this phase, end of August.	4Q23	3Q25 (Phase II)
20	KDOT: Maple Street Cost Share	Complete rebuild, 17th Street to City Limits	\$3,780	\$1,600	TranSystems	In construction.	RCA for final change order approved.	Prepare for construction.	1Q22	3Q25
21	Precision Rail	Rail work to be paid for by KDOT grant and precision, contract with City.	\$1,000	\$1,000	(Precision)	In construction.	Nearly complete.	Nearly complete.	3Q23	3Q25?
22	Waterline/Meter Project	New Water Meters, Replace Some Water Main	\$3,600	n/a	PEC	In construction.	Meters mainly installed.	Meters mainly installed.	1Q24	3Q25
23	FAA - Rehab Pavement	Rehabilitate portions of the taxiways at Independence Municipal Airport.	\$645	\$581	Lochner	Complete.	First segment completed.	Project completed.	2Q25	3Q25
A	2025 ADA	ADA work at various locations.	TBD	TBD	TranSystems	Developing.	New.	Awaiting proposal.	4Q25	2Q26
Green shade denotes changed/new information from last month.										