

OTTAWA CITY COMMISSION

Wednesday, May 14, 2025 - 4:00 pm



REVISED REGULAR MEETING AGENDA

Ottawa City Hall - 101 S. Hickory

In accordance with Kansas Open Meetings Act (KOMA), the meeting can be viewed live on Channel 23 and via Facebook Live or listened to by dialing: 1-312-626-6799 and entering meeting ID 860 5916 7188#. To view on YouTube: <https://www.youtube.com/@ottawaksgov>

If you need this information in another format or require a reasonable accommodation to attend this meeting, contact the City's ADA Coordinator at 785-229-3621. Please provide advance notice of at least two (2) working days. TTY users please call 711.

Citizens may in person, via Zoom or submit comments (300 words or less) for the City Commission to be read during public comment or during discussion on an agenda item.

To submit your comment or request the meeting Zoom link to give a public comment, email publiccomments@ottawaks.gov no later than **2:00 pm on May 14, 2025**; all emails must include your name and address. Participants who generate unwanted or distracting noises may be muted by the meeting host. If this happens, unmute yourself when you wish to speak.

I. CALL TO ORDER

II. ROLL CALL ____ Allen ____ Clayton ____ Caylor ____ Crowley ____ Skidmore

III. WELCOME

IV. PLEDGE OF ALLEGIANCE

V. INVOCATION - Pastor Dakota Smith, Ottawa Bible Church

VI. PUBLIC COMMENTS

Subject to the above restrictions, persons who wish to address the City Commission regarding items on the agenda may do so as that agenda item is called. Persons who wish to address the City Commission regarding items not on the agenda and that are under the jurisdiction of the City Commission may do so at this time when called upon by the Mayor. Comments on personnel matters and matters pending in court or with other outside tribunals are not permitted. Speakers are limited to three minutes. Any presentation is for information purposes only. The Governing Body will take comments under advisement.

VII. APPOINTMENTS, PROCLAMATIONS, RECOGNITIONS, NOMINATIONS, AND PUBLIC HEARINGS

A. Recognition of Agnes Lambert—Winner of the 2025 League of Kansas Municipalities Essay Contest (P. 3)

VIII. CONSENT AGENDA

A. Minutes from the May 7, 2025 Regular Meeting (Pp. 4-7)

B. Agenda Approval

Motion: _____

Second: _____

Vote: _____

IX. DECLARATION

At this time, I'd like to give the Commissioners a chance to declare any conflict or communication they've had that might influence their ability to consider today's issues impartially.

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

A. Board of Zoning Appeals Interview (Exterritorial Representative) (P. 8)

1. Daniel White (4:00 pm)

B. Agreement for Engineering Services—15th & Main Street Traffic Signal - Director Snethen (Pp. 9-65)

Comments: Approves agreement with TranSystems for engineering services to support signal replacement at 15th & Main Street, enhancing safety and traffic flow.

Motion: _____

Second: _____

Vote: _____

C. Bid Award—Sludge Removal Services - Director Snethen (Pp. 65-66)

Comments: Consideration of contract award for sludge removal and land application services at the Water Treatment Plant.

Motion: _____ Second: _____ Vote: _____

D. Consider a Resolution to amend the current Personnel Policy Handbook - Director Stegman-Jacobson (Pp. 67– 87)

Comments: Proposes a Resolution amending the current Personnel Policy Handbook with amendments to Section 2.1 Pay Period, Section 2.4 Overtime Pay, Section 4.8 Holidays and Holiday Pay, Section 4.12 Group Health, Dental, and Prescription Drug Coverage, Section 5.11 and attachment Tuition Reimbursement Policy; and deletion of Section 4.17 Meals, Section 6.14 Travel and Training Pay Policy, and Section 6.15 Travel and Training Expenses

Motion: _____ Second: _____ Vote: _____

E. Bid Award—2025 Street Rehabilitation Project - Director Welsh (Pp. 88-131)

Comments: Consideration of contract award for the city's annual street rehabilitation to improve roadway conditions and infrastructure longevity.

Motion: _____ Second: _____ Vote: _____

F. Right of Way Use Agreement 133 S. Cedar – City Manager Silcott (Pp. 132-139)

Comments: Approve a Right-of-Way Use Agreement with Legacy Homes of Ottawa, LLC to permit a private sewer line in City right-of-way serving 133 S. Cedar Street, as no adjacent public sewer currently exists.

Motion: _____ Second: _____ Vote: _____

G. Consider Tourism Advertising Funding Request from Ottawa Main Street Association —Ottawa Main Street Association (Pp. 140-150) *NEW ITEM*

Comments: Consider a request from the Ottawa Main Street Association for tourism funding to purchase television advertising on the Kansas City station FOX4.

Motion: _____ Second: _____ Vote: _____

XII. COMMENTS BY CITY MANAGER

XIII. COMMENTS BY GOVERNING BODY

XIV. ANNOUNCEMENTS

- | | | |
|----|--------------|---|
| A. | May 21, 2025 | City Commission Meeting - 10:00 am, City Hall |
| B. | May 28, 2025 | City Commission Meeting - 4:00 pm, City Hall |
| C. | June 4, 2025 | City Commission Meeting - 7:00 pm, City Hall |

XV. ADJOURN

Agenda Item: VII.A

City of Ottawa
City Commission Meeting
May 14, 2025

TO: Mayor and City Commission
SUBJECT: Recognition of Agnes Lambert for Winning the 2024-2025 League of Municipalities Essay Contest
INITIATED BY: City Manager
AGENDA: Appointments, Proclamations, Recognitions, and Public Hearings

Recommendation: Recognize Agnes Lambert for her outstanding achievement in winning the Southeast Regional Award in the 2024-2025 League of Municipalities Essay Contest.

Background: The League's Annual 7th Grade Essay Contest invited 7th grade students to write about the most important roles and responsibilities of local governments in their city and why they are important for their community. The League received more than 200 entries from throughout the state. Out of these entries, five regional winners were chosen. Agnes Lambert, a student from Ottawa Middle School, was selected as the Southeast Regional Winner and the overall winner. The award winners were honored at the League's building in Topeka on Wednesday, April 23, 2024. Agnes's essay and the essays of the regional winners will appear in the upcoming May/June issue of the League's Governing Journal.

Analysis: Agnes Lambert's award-winning essay highlights the importance and community value of the Ottawa Municipal Airport. She describes how the airport supports civic engagement through events like Airport Fun Day, which features interactive displays from city departments and offers children free plane rides, games, and food. Agnes also emphasizes the airport's role in youth development through the Aviation Explorers Club, where students can earn flight time toward a pilot's license. She shares how the airport celebrates local aviation heroes, such as Chuck LeMaster, and hosts aerobatic practice sessions. Her essay underscores the airport's vital role as a fun, educational, and meaningful asset to the Ottawa community. Agnes's will soon enter her 8th grade year at Ottawa Middle School, and her achievement brings pride to Ottawa Middle School and the entire Ottawa community.

Financial Considerations: None.

Legal Considerations: Approve as to form.

Recommendation/Action: Recognize Agnes Lambert for her outstanding achievement in winning the South East Regional Award in the 2024-2025 League of Municipalities Essay Contest.

Attachments: None, see the forthcoming May/June issue of the League's Governing Journal.

**Regular Meeting Minutes
City Hall
Minutes of May 7, 2025**

The Governing Body met at 7:00 p.m. on this date for the Regular City Commission Meeting, with the following members present and participating: Mayor Allen, Mayor Pro Tem Clayton, Commissioner Caylor, Commissioner Crowley and Commissioner Skidmore. Mayor Allen called the meeting to order.

Mayor Allen welcomed the audience and led the Pledge of Allegiance to the American flag. Pastor Terrance Roberson from Bethany Chapel Baptist Church gave the invocation.

Public Comments

Shawn Markley, 746 S. Funston, commented on the Accessibility Advisory Board interviews conducted on November 13, 2024.

Appointments, Proclamations, Recognitions, Nominations, and Public Hearings
Proclamation Recognizing May 11-17, 2025 as National Police Week

Commissioner Crowley read a proclamation recognizing May 11-17, 2025 as National Police Week. First established in 1962 by President John F. Kennedy and a joint resolution of Congress, National Police Week serves to honor law enforcement officers who have lost their lives in the line of duty. Chief Adam Weingartner accepted the proclamation on behalf of the Ottawa Police Department and expressed gratitude to the Commission and the community for their unwavering support and recognition of the dedication and sacrifice of law enforcement personnel.

Proclamation Recognizing May 4–10, 2025 as Public Service Recognition Week

Mayor Pro Tem Clayton read a proclamation recognizing May 4–10, 2025 as Public Service Recognition Week. This week honors the hard work and dedication of public servants at all levels of government. Human Resources Director Michelle Stegman-Jacobson accepted the proclamation on behalf of City staff and shared appreciation for the recognition of the vital roles public employees play in delivering services that support the well-being and growth of the Ottawa community.

Consent Agenda

Commissioner Crowley moved to approve the consent agenda, seconded by Commissioner Caylor. The agenda included the minutes from the April 30, 2025 Regular Meeting, the April 9, 2025 Planning Commission Minutes, and the Regular Meeting agenda. The motion was considered and upon being put, all present voted aye. The Mayor declared the consent agenda duly approved.

Declaration

No declarations were made.

Unfinished Business

Charter Ordinance Amending Charter Ordinance No. 23-24 for Transient Guest Tax Self-Administration

City Attorney Blaine Finch presented a Charter Ordinance amending Charter Ordinance No. 23-24 to provide for local administration of the City's Transient Guest Tax (TGT). Due to the Kansas Department of Revenue not being willing to collect the tax on the City's behalf, the amendment authorizes the City Clerk's Office to collect and administer the tax locally, utilizing home rule

authority. The ordinance also introduces clarifying language related to enforcement provisions, late penalties, and the protest period. Local collections are expected to begin in August 2025.

Commissioner Crowley made a motion, seconded by Commissioner Caylor, to adopt the Charter Ordinance as presented. The motion was considered and upon being put, all present voted aye. The Mayor declared the Charter Ordinance duly adopted and it was numbered Charter Ordinance No. 24-25.

New Business

Review of Street Maintenance Plan

Public Works Director Welsh presented the City's updated 2025–2030 Street Maintenance Plan. The plan was developed using Pavement Condition Index (PCI) ratings to guide the appropriate treatment strategies for streets based on their condition. Roads rated between 0 and 20 are recommended for full reconstruction. Those rated between 21 and 40 are slated for a 2-inch mill and overlay, while roads with PCI scores between 41 and 70 will receive chip and seal treatment. Roads in the 71 to 100 range will receive crack sealing to maintain their condition.

Director Welsh noted that 71 percent of Ottawa's roads fall within the range requiring either mill and overlay or chip and seal, while 16 percent of the network needs full depth reconstruction. Only 13 percent of city streets are currently considered in good condition. He also discussed the city's brick streets, which make up 12 percent—or approximately 8 miles—of Ottawa's roadway network. Of those, 1.78 miles have PCI ratings that suggest full reconstruction is necessary.

The six-year plan identifies specific street segments for maintenance and improvement each year. In 2025, the city will address 18,767 linear feet, or 3.55 miles of roadway. The following years will cover 16,876 feet in 2026, 19,075 feet in 2027, 21,153 feet in 2028, 15,784 feet in 2029, and 21,604 feet in 2030. In total, the plan targets 113,259 linear feet—or 21.45 miles—of streets throughout the community, representing approximately 22 percent of the city's roadway system. The total projected cost of the plan is \$2,742,039, to be expended from the Special Streets Fund. A color-coded map was shared to illustrate the specific areas of focus for each year in the plan.

Resolution Accepting Final Plat – Cherry Creek Subdivision

Community Development Director Neece presented a final plat for the Cherry Creek Subdivision, located at 901 South Cherry Street. The proposed development includes the construction of 30 residential units configured as 15 duplex buildings. Director Neece explained that the project aligns with the City's long-range development goals and will provide much-needed housing in a growing residential area. He noted that all requirements of the City's subdivision regulations have been met, and that infrastructure, including streets and utilities, will be provided in accordance with City standards. The Planning Commission previously reviewed and recommended approval of the plat.

Commissioner Skidmore made a motion, seconded by Mayor Pro Tem Clayton, to approve the resolution accepting the final plat for the Cherry Creek Subdivision. The motion was considered and upon being put, all present voted aye. The Mayor declared the resolution duly adopted, and it was duly numbered Resolution No. 1979-25.

Resolution Approving Cherry Creek Planned Unit Development (PUD)

Director Neece presented the Planned Unit Development (PUD) application associated with the

Cherry Creek Subdivision. The PUD outlines the overall design of the project, including building layout, lot configuration, access points, and stormwater management. The project includes 15 duplex buildings, totaling 30 residential units, and features pedestrian connections and green space integrated within the development. Director Neece stated that the PUD allows for some flexibility in design while meeting all requirements under the City's zoning and development codes. The Planning Commission recommended approval of the PUD, noting its consistency with the City's Comprehensive Plan and compatibility with surrounding land uses.

Commissioner Clayton made a motion, seconded by Commissioner Caylor, to approve the resolution accepting the Cherry Creek PUD. The motion was considered and upon being put, all present voted aye. The Mayor declared the resolution duly adopted, and it was duly numbered Resolution No. 1980-25.

Resolution Accepting Final Plat – Vanknight Addition

Director Neece presented the final plat for the Vanknight Addition, located at the northeast corner of 10th Street and Olive Street. The plat provides for the subdivision of land into three new residential lots and will allow for infill development consistent with the surrounding neighborhood. Director Neece explained that this project supports the City's goals of responsible growth and development within the existing urban area. The plat includes standard right-of-way dedication and utility easements, and meets all applicable requirements under the City's subdivision regulations. The Planning Commission previously reviewed and recommended approval of the plat.

Commissioner Skidmore made a motion, seconded by Commissioner Caylor, to approve the resolution accepting the final plat for the Vanknight Addition. The motion was considered and upon being put, all present voted aye. The Mayor declared the resolution duly adopted, and it was duly numbered Resolution No. 1980-25.

City Manager Comments

City Manager Silcott highlighted upcoming community events, key departmental activities, and forthcoming commission agenda items. Notable recognitions included Municipal Judge James Campbell receiving the Michael A. Barbara Award and the anticipated performance of A Taste of Ireland at Ottawa Memorial Auditorium. Operational updates featured enhancements to live-streaming City Commission meetings, new officer training, and citywide mental health awareness efforts. Public Works reported extensive mowing across city parks and cemeteries and patching 490 potholes, while Utilities replaced a critical RAS pump. Active RFPs for the pavement preservation program with City Commission Consideration at the May 14th meeting, and the City website design, development, and hosting due May 22nd at 2PM and City Commission consideration at the May 28th meeting. Manager Silcott provided a preview of the May 14 agenda covering RHID policy revisions, infrastructure bid awards, and recognition of Agnes Lambert as the overall winner of the annual LKM essay contest, was also noted.

Governing Body Comments

Commissioner Crowley thanked Shawn Markley for sharing his public comments with the Commission. Commissioner Skidmore inquired about the recently passed State fireworks legislation and commended Officer Larabe Alexandar for his outstanding outreach in local schools and continued service to the community. Mayor Pro Tem Clayton expressed appreciation to Chief Weingartner for his presentation and congratulated 207 S. Main on receiving a HEAL grant. He also noted his

attendance at a recent World Cup planning meeting and announced that preparations are now actively underway. Mayor Allen concluded by thanking all public servants for their dedication and continued commitment to serving the City of Ottawa.

Announcements

- | | |
|-----------------|---|
| A. May 14, 2025 | City Commission Meeting – 4:00 pm, City Hall |
| B. May 21, 2025 | City Commission Meeting – 10:00 am, City Hall |
| B. May 28, 2025 | City Commission Meeting – 4:00 pm, City Hall |

Adjournment

There was no further business before the Governing Body, the Mayor declared the meeting duly adjourned at 8:02 pm.

Melissa Reed, City Clerk



City of Ottawa, Kansas
Application to Serve on a Board or Commission

Name of Board(s) you wish to serve on Board of Zoning Appeals

Name Daniel White

Address [REDACTED]
Ottawa, KS 66067

Do you live within the City limits? ☐ yes ☒ no

Home phone number _____ Cell phone number [REDACTED]

Email address [REDACTED]

Place of employment Bert Nash

How long have you been a resident of Ottawa? 22 years

How long have you been a resident of Franklin County? 22 years

How much time can you devote to serving each month? 10 hrs

Are you related to a Board/Commission member or a City employee? ☒ yes ☐ no

Briefly describe why you are interested in serving on a Board for the City of Ottawa.

In the last year I have been paying close
attention to what is happening in the city of Ottawa
as well as the county. I believe my experience can help
Ottawa reach our goals in the long future.

List any groups or activities to which you belong and which may demonstrate your involvement in the community.

Volunteer at the Homeless Coalition, Volunteer at
the OMA.

Have you read the Functions of the Board/Commission you're applying for? ☒ yes ☐ no
(Found on City's Website at www.ottawaks.gov / Government / Boards and Commissions)

Signature D. White Date 3/18/2025

Thank you for your interest in serving on a City Board/Commission. Please complete this form and return it to the City Manager's Office, City Hall, PO Box 60, Ottawa, KS 66067; or bring to the Second Floor of City Hall at 101 S. Hickory. Receipt of applications will be acknowledged.
If you have questions, please contact Glora Mathews at 785-229-3637, or by email at: gmathews@ottawaks.gov.

**City of Ottawa
City Commission Meeting
May 14, 2025**

TO: City Commission
SUBJECT: Engineering Agreement with TranSystems – 15th & Main Traffic Signal Project
INITIATED BY: Utility Director for Utilities Department – Electric Distribution Division
AGENDA: New Business

Recommendation: Approve the Professional Services Agreement with TranSystems Corporation for engineering services related to the 15th & Main Street Traffic Signal Project.

Background: The City of Ottawa entered into an agreement with TranSystems Corporation on July 28, 2023 for the design and engineering of the **15th Street and Main Street Traffic Signal Replacement** project. Under this agreement, TranSystems completed the scope of work, which included surveying, utility coordination, traffic signal design (incorporating a battery backup system, radar detection, and Opticom emergency vehicle preemption), and the preparation of construction-ready documents. The firm also provided the Engineer’s Opinion of Probable Construction Cost (EOPCC), drafted special provisions, and completed the review of contractor shop drawings.

The design work was completed for a lump sum fee of **\$31,620**, in accordance with the executed agreement. Construction administration, management services, temporary signal design, right-of-way acquisition, and public engagement efforts were not included in this scope and would require a supplemental agreement if pursued. The 2025 agreement outlines a turnkey scope of services, including preparation of bid-ready contract documents, advertisement and administration of the bidding process, and part-time construction inspection throughout the estimated 75-day construction period.

This project supports the City’s ongoing efforts to improve transportation safety, modernize traffic infrastructure, and enhance pedestrian accessibility throughout the community.

Analysis: The scope of services outlined in the 2025 agreement with TranSystems includes four major task areas, providing full-service engineering support from pre-construction through project closeout:

1. Contract Documents & Specifications

- Preparation of engineer-sealed contract documents and specifications for City approval and advertisement.
- Includes bidding requirements, contract terms, special provisions, and integration with the City’s standard RFP format.
- No specific timeline stated, but implied to precede advertisement and letting phases.

2. Project Advertisement

- Administration of the bid letting process, including preparation and posting of advertisements.
- Management of plan holders list, issuance of addenda, and answering bidder questions during the open bid period.
- Advertisement period will be a minimum of 30 days or as required by the City.

3. Project Letting

- Assistance with the public bid opening, including attendance at the event and review of bid submittals.
- Coordination with City staff to evaluate and recommend a qualified contractor.
- Occurs on a single date, with no defined prep timeline – TranSystems will assist with the public bid review.

4. Construction Inspection

- Part-time on-site inspection and project management services throughout the estimated 75-calendar-day construction schedule.
- Responsibilities include traffic control reviews (including nighttime checks), coordination of testing, change order management, pay estimate preparation, daily reporting, and final walkthrough/punch list development.
- Inspection services are structured around 55 working days with oversight provided by one part-time inspector, one project manager, and an administrator.
- Includes biweekly construction meetings and periodic site reviews (including traffic control and erosion control).

Financial Considerations: The estimated total project cost in the CIP is \$575,000. Funds are available within the capital project fund to cover the proposed \$53,600 agreement. Per discussions with the Finance Department, the engineering services will be coded under the capital project line item for this project. Breakdown of costs for the 2025 agreement are shown in Exhibit B along with the schedule of Rates and Expenses.

Legal Considerations: The agreement has been reviewed by staff and is pending final legal review by the City Attorney.

Recommendation/Action: It is recommended that the City Commission deliberate approval of the proposed Professional Services Agreement with TranSystems for the 15th & Main Traffic Signal Project.

- **Take action at the May 14, 2025 Regular Meeting:**
“Recommend approving the agreement with TranSystems for engineering services related to the 15th & Main Traffic Signal Project and authorizing City Manager Silcott to proceed with execution of the contract and associated implementation.”
- **Recommend the item be moved to a future City Commission meeting for further discussion and consideration.**

Attachments:

- Professional Services Agreement – TranSystems (Ready for Signature)
- Adopted 2025–2029 Capital Improvement Plan
- Exhibit B (Associated Costs)
- Schedule of Rates and Expenses

**AGREEMENT BETWEEN
CITY OF OTTAWA and
TRANSYSTEMS CORPORATION
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of April 2025, by and between the **City of Ottawa, Kansas** (hereafter referred to as "CLIENT") and **TranSystems Corporation** (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to design and construct the following described project:

15th Street & Main Street Traffic Signal Letting & Inspection: as more fully described in the Project Description section set forth on Exhibit A attached hereto and incorporated herein by this reference. (hereinafter collectively called the "Project").

Whereas CLIENT desires to engage TRANSYSTEMS to provided and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

**SECTION 1
BASIC SERVICES OF TRANSYSTEMS**

Section 1.1 Basic Services. In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

Section 1.2 TRANSYSTEMS' Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

SECTION 2 ADDITIONAL SERVICES OF TRANSYSTEMS

Section 2.1. Additional Services. In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications, or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based

and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

Section 3.1 Client Representative. Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information.

Section 3.3 Project Access. Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

Section 3.4 Client Participation. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by TRANSYSTEMS, obtain advice of an attorney, insurance counselor and other CONSULTANT as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TRANSYSTEMS.

Section 3.5 Notices. Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to

provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.7 Licenses, Permits, etc. Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

Section 3.8 Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may identified on Exhibit B, if any.

Section 3.9 Defects in Services. The CLIENT shall promptly report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS' services of which the CLIENT becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT's contractors or subcontractors to notify TRANSYSTEMS shall relieve TRANSYSTEMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Section 3.10 Taxes. Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.

Section 3.11 Contractor Insurance and Indemnity Requirements. The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, TRANSYSTEMS and its subconsultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and TRANSYSTEMS certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, TRANSYSTEMS and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

Section 3.12 Unauthorized Changes. In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS's prior written consent, the CLIENT shall assume full responsibility for the results of such changes. therefore the CLIENT agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS' construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

Section 3.13 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify TRANSYSTEMS of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of TRANSYSTEMS.

If the employment of such construction manager by the CLIENT results in additional time or expense to TRANSYSTEMS to prepare for, coordinate with or respond to the construction manager, TRANSYSTEMS shall be entitled to an equitable adjustment in fees and time for performance of these services.

Section 3.14 Costs. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4

PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS' obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

Section 4.2 Completion Date. *It is estimated, but not guaranteed, that the Basic Services will be completed with 12 weeks for Final Plans.* If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

Section 4.3 Timeliness of Performance. The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with

sound professional practices.

Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CLIENT, TRANSYSTEMS or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS' schedule for performance of its services shall be equitably adjusted.

Section 4.5 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5 TRANSYSTEMS' COMPENSATION

Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by TRANSYSTEMS under Section 1, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

Section 5.2.2 For Reimbursable Expenses in connection with Additional Services. In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed. *For purposes hereof, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates, CONSULTANTS, SUBCONSULTANTS and any other expense items which are described on TRANSYSTEMS' then current Schedule of Rates and Expenses.*

Section 5.3 TranSystems' Schedule of Rates and Expenses. TRANSYSTEMS' initial Schedule of Rates and Expenses is attached hereto as Schedule 1. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31 of this year. TRANSYSTEMS will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to CLIENT in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Section 5.4 Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. *The statements will be based upon TRANSYSTEMS' estimate of the proportion of the total services actually completed at the time of billing.* CLIENT shall make prompt monthly payments in response to TRANSYSTEMS' monthly statements.

Section 5.5 Other Provisions Concerning Payments.

Section 5.5.1 Interest, Suspension of Services. If CLIENT fails to make any payment due TRANSYSTEMS for services and expenses within thirty (30) days after receipt of TRANSYSTEMS' statement therefor, TRANSYSTEMS shall be entitled interest on the unpaid amounts due TRANSYSTEMS at the lesser of: i) 1.5 % per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due TRANSYSTEMS shall bear said rate of interest from the thirtieth day after CLIENT's receipt of TRANSYSTEMS' statement, until the entire unpaid balance has been paid to TRANSYSTEMS. In addition to being entitled to interest, TRANSYSTEMS may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until TRANSYSTEMS has been paid in full all amounts due for Services, expenses, and charges.

Section 5.5.2 Payments after Termination by Client. In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due TRANSYSTEMS for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.3 Payments after Termination by TranSystems. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.4 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

Section 5.5.5 Cost Factors. Whenever a factor is applied to salary costs or other expenses in determining compensation payable to TRANSYSTEMS that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by TRANSYSTEMS and consistent with TRANSYSTEMS' overall compensation practices and procedures.

SECTION 6 OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TranSystems' opinion of probable construction cost.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this Agreement.

Section 7.3 Delivery of Electronic Files. In the event that CLIENT requests any electronic deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The CLIENT further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Section 7.4 Standard of Practice, Warranties. Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and TRANSYSTEMSs) pursuant to this Agreement.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety

precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

Section 7.6.1 TranSystems Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of certification thereof:

- (a) Worker's Compensation and Employer's Liability
Worker's Compensation Statutory
Employer's Liability
\$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
\$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
\$1,000,000 - per occurrence
\$2,000,000 - annual aggregate
\$2,000,000 - product / completed operations per occurrence
\$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
\$1,000,000 - per occurrence
\$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Section 7.6.2 Client Insurance. If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

Section 7.7.3 Client Indemnification. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold TRANSYSTEMS harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement. The CLIENT is not obligated to indemnify TRANSYSTEMS in any manner whatsoever for TRANSYSTEMS' own negligence.

Section 7.7.4 Contractors Indemnification. CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT's contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

Section 7.7.5 Employee Claims. TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, its employees, agents or subcontractors).

Section 7.7.6 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.7 Limitation of Liability.

Section Removed.

Section 7.7.8 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.8 Betterment. If, due to TRANSYSTEMS's negligence, a required item or component of the Project is omitted from TRANSYSTEMS's construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Section 7.9 Protection From Supplanting Consultant. In consideration of the risks and rewards involved in this Project, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the CLIENT on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the CLIENT or any prior consultants of the CLIENT. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Section 7.10 Use of Logo. CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS's marketing materials such as press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to no special provisions

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A - Project Description and Basic Services

Schedule 1 - TRANSYSTEMS' Schedule of Rates and Expenses

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and TRANSYSTEMS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.4 Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Attorneys Fees. In the event that either party hereto employs an attorney to enforce any provision of this Agreement or to collect damages for default or breach of this Agreement, or pursue claims in litigation or arbitration, the prevailing party in any such action shall be entitled to recover from the other such attorneys' fees and costs of collection as the prevailing party may expend or incur with respect thereto. In the event that a settlement is reached between the parties before a final decision in any such litigation or arbitration, then neither party shall be entitled to recover its attorneys fees or costs from the other and neither party shall be responsible for the other party's attorney's fees or costs, unless otherwise agreed by the parties.

Section 8.6 Disputes. In the event a dispute arises between TRANSYSTEMS and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by TRANSYSTEMS, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8,5 above) and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Kansas and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in District Court for the District of Kansas.

It is intended by the parties to this Agreement that TRANSYSTEMS' services in connection with the Project shall not subject TRANSYSTEMS' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TRANSYSTEMS, an interstate corporation, and not against any of TRANSYSTEMS' individual employees, officers or directors.

Section 8.7 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.8 Representations and Remedies. TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

Section 8.9 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.10 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

Name: **City of Ottawa**

Address: 101 S. Hickory
PO Box 60
Ottawa, KS 66067

Attention:

If to TRANSYSTEMS:

TranSystems Corporation

2400 Pershing Road
Suite 400
Kansas City, MO 64108

Attention: Chad Banka

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

Section 8.11 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Kansas.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

Section 8.12 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

Section 8.13 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 2025.

City of Ottawa, Kansas

TranSystems Corporation

By:

By:



Printed Name:

Shawn Turner

Title:

Principal, Senior Vice President

EXHIBIT "A"
Basic Services

SCOPE OF SERVICES

In connection with the above referenced Project, TranSystems shall perform the following described Services. This scope of services is based on information provided by the City of Ottawa and our familiarity with the scope of work:

1. TASK 1: CONTRACT DOCUMENTS & SPECIFICATIONS

- a. TranSystems will provide engineer sealed contract documents and specifications for the project in order to receive Ottawa's approval to advertise.
- b. These documents include bidding requirements, contract documents, conditions of the contract, guidance documents, construction specifications and special provisions, and city required contractual provisions.
- c. Bidding documents will be based on the Engineers Joint Contract Documents Committee (EJCDC) contract language and Ottawa's "Standard RFP Format"

2. TASK 2: PROJECT ADVERTISEMENT

- a. Once the city approval to advertise is received, TranSystems will prepare and administer the documents for project letting.
- b. TranSystems will send out an invitation to bid as approved by the city, as well as advertising the project to applicable plan rooms. Plans and bid documents will be made available electronically only.
- c. TranSystems will maintain a plan holders list, address questions, and issue addendums as needed for project letting.
- d. Advertisement period will be a minimum of 30-days or as required by the City.

3. TASK 3: PROJECT LETTING

- a. TranSystems will assist with the letting of the contract on the date of the bid letting.
 - i. This includes one in-person meeting for the public opening of the bids.
 - ii. The city will provide the location for the meeting.
- b. TranSystems will assist the city on:
 - i. Review of the bid submittals.

4. TASK 4: PROJECT CONSTRUCTION INSPECTION

- a. TranSystems will provide part-time inspection for the construction of the project.
- b. Time is estimated that the project contract documents will be based on 55 working days (or 75 calendar days)
- c. One part-time inspector, one project manager, and one administer is included.
- d. Construction inspection services will include:
 - 1. Take responsible charge for the daily administration of the project as per City of Ottawa
 - 2. Schedule and administer a weekly construction progress meeting. Take and distribute meeting minutes to the City and other attendees. It is anticipated that one meeting every other week for the duration of the project will be needed.
 - 3. Ascertain that all tests are performed according to the contract documents.

4. Provide daily oversight of the project traffic control and detour signage. This task will also include reviews of nighttime traffic control set-ups and nighttime reviews (drive-thru's) of major traffic control phase changes.
5. Prepare and distribute change orders and submittals to the City staff with recommendations for processing and approval.
6. Meet with the contractor and City of Ottawa staff personnel monthly to review, prepare and submit monthly pay estimates.
7. Be on-site when the contractor is working on all contract items that require inspections as designated in the Contract Documents. It is anticipated that this will include work on items for contract pay and any subsidiary item to that line item.
8. Compile a Daily Observation Report (when applicable) that documents the contractor's construction activity, contractor's personnel and equipment utilized including daily photos. This information will be stored as directed by the City of Ottawa.
9. Forward contractor requests for interpretation or clarification on the intent of the plans and/or specifications to the City and Design Professional for their review and response. Coordinate with the City, the communication of this response to the prime contractor.
10. Provide field book documentation of contract pay items daily and daily dairy as they are incorporated into the project.
11. Keep and maintain project files of the contractor's certifications of materials incorporated into the project and shop drawings. The City and Design Professional will approve all materials certifications prior to their incorporation into the project.
12. Determine whether or not the contractor is generally adhering to the specifications and plan documents through on-going observations.
13. Provide weekly oversight of the projects erosion control measures or after a ½ inch rain event on project required documentation if required by SWPPP.
14. Report to City and Design Professional giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with plans, specifications, and design concepts.
15. Advise City personnel, and the contractor or its superintendent immediately of the commencement of any work requiring a shop drawing submission if the submission has not been accepted by the design professional or City.
16. Provide transportation, equipment, tools and incidentals as necessary to perform construction site monitoring services.
17. Attend final walk-through of the project. Compile notes and distribute the final punch list to the prime contractor and to the City.
18. Prior to final walk-through submit to the contractor a list of items observed to require completion or correction.
19. Complete and submit to the City the final paperwork required by the contract documents.
20. Review the final pay estimate and the final change order and submit to the City and Design Professional.
21. Attend final close out meeting with the City.
22. Parking, computer, all necessary equipment to complete daily field activity review and other media necessary to provide construction observation services will be provided by the Consultant CO and not the City.

Please note that no addition meetings have been included in this scope of services. Preparation for and attendance at meetings will be billed as Additional Services on a time and materials basis in accordance with the general provisions of this Agreement.

SERVICES PROVIDED BY OTHERS

All services will be completed by TranSystems as identified in the Scope of Services.

SCHEDULE

TranSystems anticipates that the Services outlined above can be completed within the schedule shown below following acceptance of this proposal.

- Bid Letting – By bid letting date provided in the project letting documents
- Construction Inspection – By duration of construction contract documents assumed to be 55 working days (or 75 calendar days)

The schedules set forth above are estimated, but not guaranteed, to be the date that the Services will be completed and is subject to reasonable extensions for delays due to circumstances beyond TranSystems' control including, without limitation, unreasonable response times for data/information needed from others to complete the scope including City staff, acts of God, or other causes beyond TranSystems' control.

ASSUMPTIONS

This proposal and TranSystems' agreement to perform the Services is based upon, and subject to, the following assumptions, which were developed during our discussions with the Client:

It is anticipated that the City of Goddard will provide the following:

- Review and comment on the contract documents.
- Provide location for public opening of bids.
- Provide any information required or requested by KDOT or other authorities.

COMPENSATION

As compensation for the performance of the above-described Services, TranSystems will be reimbursed by the Client on a time and materials basis up to a maximum fee of **Fifty-Three Thousand, Six Hundred Dollars (\$53,600.00)**. Invoices will be sent monthly and will be based on the total Services completed as of the time of billing.

EXHIBIT B

Estimate of Construction Engineering Fee
Project No. P101250057
15th & Main Street Traffic Signal Letting & Inspection
Ottawa, Kansas

Staff	PM/Engineer	Inspection	Admin	Totals
	\$ 68.00	\$ 45.00	\$ 40.00	
TASK 1-3: PRECONSTRUCTION PHASES				
Contract Docs & Specs	8		4	12
Project Advertisement	15			15
Project Letting	10	8		18
Subtotal Hours	33	8	4	45
Direct Labor	\$ 2,244.00	\$ 360.00	\$ 160.00	\$ 2,764.00
TASK 4: CONSTRUCTION INSPECTION				
Project Inspection (4 hours/day @ 55 Days)	66	220	4	290
OT Inspection Hours	20			20
Subtotal Hours	86	220	4	310
Direct Labor	\$ 5,848.00	\$ 9,900.00	\$ 160.00	\$ 15,908.00
Expenses	Quantity	Rate		
Mileage (115 Miles Round Trip)	6450	\$ 0.700		\$ 4,515.00
Testing Supplies	1	\$ 312.54		\$ 312.54
Total Expenses this Phase				\$ 4,827.54

A. Total Direct Labor		\$ 18,672.00
B. Overhead =	133.22%	\$ 24,874.84
C. Total Payroll Plus Overhead (A+B)		\$ 43,546.84
D. Fixed Fee (C*D) =	12.00%	\$ 5,225.62
E. Labor+OH+Fee (C+D)		\$ 48,772.46
F. Direct Expenses		\$ 4,827.54
Project Total:		\$ 53,600.00

Assumptions:

1. Project advertising in April, letting in May, June contract, September start of construction due to pole delivery.
2. The contractor will work up to 5 days a week at 10 hours per day.
3. Estimated 75 calendar days or 55 working days
4. Mileage is based on a round trip from the KC Office to project site.
5. Traffic control for this project will be checked daily when the contractor is working. Random reviews will be performed during nighttime hours and on non-working days.
6. Transystems will provide one (1) part-time inspector for the work and no clean-up time
7. Materials testing will be performed by Transystems
8. Any additional work requested that is not specifically addressed in this agreement will be considered outside the scope of these services.

SCHEDULE "1"
TRANSYSTEMS' Schedule of Rates and Expenses

TranSystems Corporation
Schedule of Hourly Rates for 2025
Kansas City Office

CLASSIFICATION	2025 RATE	CLASSIFICATION	2025 RATE
Technician V	\$219	Principal/Structural Engineer V	\$383
Technician IV	\$154	Structural Engineer IV	\$276
Technician III	\$126	Structural Engineer III	\$224
Technician II	\$98	Structural Engineer II	\$170
Technician I	\$81	Structural Engineer I	\$134
Scientist III	\$185	Electrical Engineer IV	\$239
Scientist II	\$129	Principal/Civil Engineer V	\$405
Scientist I	\$93	Civil Engineer IV	\$281
Surveyor V	\$192	Civil Engineer III	\$230
Surveyor IV	\$147	Civil Engineer II	\$167
Surveyor III	\$153	Civil Engineer I	\$130
Surveyor II	\$122	Construction Services IV	\$189
Surveyor I	\$71	Construction Services III	\$153
Planner IV	\$282	Construction Services II	\$126
Planner III	\$245	Construction Services I	\$88
Planner II	\$145	Business Consultant III	\$166
Planner I	\$108	Business Consultant II	\$124
Industry Specialist V	\$442	Architect II	\$112
Industry Specialist IV	\$332	Marketing Administrator IV	\$225
Industry Specialist III	\$259	Marketing Administrator II	\$129
Industry Specialist II	\$162	Marketing Administrator I	\$63
Inspector V	\$266	Administrative Manager III	\$229
Inspector IV	\$153	Administrator III	\$119
Inspector III	\$110	Administrator II	\$104
Inspector II	\$87	Engineer I	\$125

Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost. Vehicle mileage to be paid at the current IRS rate per mile. The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2025. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.



City of Ottawa

2025-2029 Capital Improvement Program

Adopted September 4, 2024



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CAPITAL IMPROVEMENT PROGRAM

WHAT IS THE CAPITAL IMPROVEMENT PROGRAM? The Capital Improvement Program (CIP) is a long-range plan that aligns the annual operating budget, the financial forecasts, and capital improvement needs supporting the goals of the City. The projects included are needed to advance or maintain the particular function or service they are associated with. Examples of those functions may include, but are not limited to, utilities, parks, streets, or the airport.

The plan serves as a guide for the proposed timing and financing schedule of capital projects for a five-year period. However, the capital improvement plan is not a document of long-term certainty. Rather, the plan is reviewed annually, during which time the needs of the City may be re-prioritized and financial status re-evaluated.



HOW IS THE CAPITAL IMPROVEMENT PROGRAM FUNDED? The CIP accompanies the operating budget but only the first year of the program is considered as part of the funding approval for the upcoming year. In the process of formulating the plan, public improvements are prioritized, and costs are projected, thereby allowing the City to take maximum advantage of federal, state, and other funds that may come available. Throughout the document, many projects include multiple funding sources where city funds may only account for a small percentage of the total project cost such as the need for a grant match. For large capital projects, long-term financing such as general obligation bonds may be considered, and payments will be spread over an extended period of time.

HOW IS THE CAPITAL IMPROVEMENT PROGRAM FORMULATED? Annually the plan is reviewed by all City departments and cost estimates, proposed project years, and potential funding sources are updated. Likewise, citizens and public interest groups are offered the opportunity to voice their requests for community improvements.

Once a composite list of capital improvement requests has been created and the administrative recommendations submitted, the Governing Body is responsible for prioritizing projects from a budgetary and affordability perspective, as well as, examining the need and priority of the projects themselves. The Planning Commission is responsible for reviewing all proposed projects and determining whether the plan is in compliance with the City's Comprehensive Plan. A public hearing will be conducted before final approval by the Planning Commission and, subsequently, the City Commission.

Date: September 4, 2024

To: The Honorable Ottawa City Commission

Subject: Transmittal of the Proposed 2025-2029 Capital Improvement Program

Dear City Commissioners & Citizens of Ottawa,

I am pleased to submit the proposed 2025-2029 Capital Improvement Program (CIP) as a significant part of the City of Ottawa's strategic alignment process, representing our capital investment plan to address infrastructure needs, and helping ensure continued investment in resources necessary for the delivery of essential services while also enhancing the quality of life for our community.

Overview

This CIP outlines \$29,955,000 in total capital investments, encompassing critical projects across key sectors, including transportation, utilities, parks, and public safety. These projects align capital investment with the City's long-term goals and the feedback received from our neighbors and stakeholders.

The development of the CIP involved extensive public dialogue and engagement. The proposed plan and its programmed projects were presented and discussed in 13 of 19 regular City Commission meetings between April 17, 2024, and August 14, 2024. Additionally, the Planning Commission reviewed the proposed CIP document on June 27, 2024, and again on August 14, 2024, where it conducted a public hearing and unanimously voted to find the CIP in conformity with and supportive of the City's comprehensive plan. The CIP and the budgets contributing funding to this program were reviewed and discussed in a total of 15 public meetings during 2024.

Key Highlights

Infrastructure and Utilities: The program includes significant investments in water and wastewater infrastructure, such as the \$8.25 million Westside Sewer Interceptor project and the \$5.5 million System Conversion from 2400 to 7200 in the Electric Department, which is vital for supporting current demands and future growth.

Public Safety and Quality of Life: Projects such as replacing traffic signals at 15th & Main and programming the designing the construction of quality-of-life enhancements that enhance public safety and provide modern recreational amenities for our citizens.

Economic Development: Investments in airport infrastructure, including the reconstruction of the taxiway and the construction of new T-hangars, will bolster economic opportunities and attract new business to our community.

Funding Approach

The proposed CIP is programmed to utilize city funds, state, federal, and private foundation grants, and long-term debt. Strategic use of external funding sources, such as FAA grants and state transportation funds, ensures that the City maximizes the impact of its investments while minimizing the financial impact on our neighbors and business owners.

Acknowledgments

I want to express my deep appreciation to all city departments for their many hours of work, discussion, and assistance throughout the CIP process. Most notably, I want to extend a special thank you to the Finance Department, which carried a significant load in creating this document. I particularly commend Finance Director Melanie Landis, Assistant Director Rebekah McCurdy, and Accounting Supervisor Breanna Snyder for their professionalism and attention to detail, dedicating countless hours to ensure the accuracy and completeness of this plan. Furthermore, I want to acknowledge the Planning Commission for their thorough review and discussion of the proposed CIP and the City Commission for your many hours of consideration and input, ensuring this plan aligns with the City's broader goals.

Conclusion

The 2025-2029 CIP reflects our commitment to maintaining and improving the City's infrastructure in a fiscally responsible manner. I believe this plan will effectively position Ottawa to meet current and future needs. Your City staff is a professional and dedicated team of public servants. We look forward to serving you and our neighbors as we work with you to make this plan a reality. Thank you for your continued leadership and dedicated service to our community.

All the Best!



Brian W. Silcott
City Manager



PROJECTS BY DEPARTMENT

Department	#	Revised 2024	2025	2026	2027	2028	2029	Total
Airport								
Reconstruct Taxiway	AIR 23-002	200,000	3,000,000					3,200,000
Construct Maintenance Hanger	AIR 24-002						600,000	600,000
Construct New T-Hangars and Taxilanes	AIR 28-001				1,050,000			1,050,000
Airport Total		200,000	3,000,000		1,050,000		600,000	4,850,000
Electric								
System Conversion from 2400 to 7200	ELEC 18-002		500,000	5,000,000				5,500,000
River Crossing Circuit 8-10 Structure Rebuild	ELEC 20-002				1,500,000			1,500,000
15th and Main Traffic Light Replacement	ELEC 24-001		575,000					575,000
Electric Total			1,075,000	5,000,000	1,500,000			7,575,000
Parks Department								
City Park Playground Improvements	Parks 24-001	125,000						125,000
Aquatic Center (Planning, Design, Construction)	Parks 29-004				500,000	7,000,000		7,500,000
Splash Pad at City Park	Parks-24-002	250,000						250,000
Parks Department Total		375,000			500,000	7,000,000		7,875,000
Sidewalks								
Design 11th St. Sidewalk, Main to Ash (one side)	SDW-21-001		100,000					100,000
Princeton Cir 17th-21st Ter Sidewalk	SDW-23-002		35,000	350,000				385,000
Sidewalks Total			135,000	350,000				485,000
Water Department								
Replace Water Line - Davis Road	WTR-18-001					150,000		150,000
Replace Water Line - Cedar Street 1st - 4th St	WTR-18-002			90,000				90,000
Replace Water Line - 19th and Elm to Twyman	WTR-23-001		145,000					145,000
Replace Water Line - 17th to 19th on Elm	WTR-23-002	100,000						100,000
Replace Water Line - 4th - 7th St on Cedar	WTR-23-003				85,000			85,000
Water Department Total		100,000	145,000	90,000	85,000	150,000		570,000
Water Reclamation								
Westside Sewer Interceptor	SWR-16-001			750,000	7,500,000			8,250,000
Plant Pumps, VFD/PLC Upgrades	SWR-23-001		250,000					250,000
Replace Pin Oak Pump Station	SWR-24-001		100,000					100,000
Water Reclamation Total			350,000	750,000	7,500,000			8,600,000
GRAND TOTAL		675,000	4,705,000	6,190,000	10,635,000	7,150,000	600,000	29,955,000



PROJECTS BY FUNDING SOURCE

Source	Project #	Priority	2024	2025	2026	2027	2028	2029	Total
Airport Fund									
Reconstruct Taxiway	AIR 23-002		20,000	300,000					320,000
Construct Maintenance Hanger	AIR 24-002							60,000	60,000
Construct New T-Hangars and Taxilanes	AIR 28-001					105,000			105,000
Airport Fund Total			20,000	300,000		105,000		60,000	485,000
Electric Fund									
System Conversion from 2400 to 7200	ELEC 18-00			500,000					500,000
15th and Main Traffic Light Replacement	ELEC 24-00			575,000					575,000
Electric Fund Total				1,075,000					1,075,000
Grant: FAA									
Reconstruct Taxiway	AIR 23-002			989,000					989,000
Construct Maintenance Hanger	AIR 24-002							540,000	540,000
Construct New T-Hangars and Taxilanes	AIR 28-001					945,000			945,000
Grant: FAA Total				989,000		945,000		540,000	2,474,000
Grants									
Reconstruct Taxiway	AIR 23-002		180,000	1,711,000					1,891,000
City Park Playground Improvements	Parks 24-00		62,500						62,500
Splash Pad at City Park	Parks-24-00		175,000						175,000
Grants Total			417,500	1,711,000					2,128,500
Long Term Debt									
System Conversion from 2400 to 7200	ELEC 18-00				5,000,000				5,000,000
River Crossing Circuit 8-10 Structure Rebuild	ELEC 20-00					1,500,000			1,500,000
Aquatic Center (Planning, Design, Construction)	Parks 29-00							7,500,000	7,500,000
Westside Sewer Interceptor	SWR-16-00				750,000	7,500,000			8,250,000
Long Term Debt Total					5,750,000	9,000,000		7,500,000	22,250,000
Sewer Fund									
Plant Pumps, VFD/PLC Upgrades	SWR-23-00			250,000					250,000
Replace Pin Oak Pump Station	SWR-24-00			100,000					100,000
Sewer Fund Total				350,000					350,000

Source	Project #	Priority	Revised 2024	2025	2026	2027	2028	2029	Total
Sidewalk Improvement									
Design 11th St. Sidewalk, Main to Ash (one side)	SDW-21-00			100,000					100,000
Sidewalk Improvement Total				100,000					100,000
Special Parks Revenues									
City Park Playground Improvements	Parks 24-00		62,500						62,500
Splash Pad at City Park	Parks-24-00		75,000						75,000
Special Parks Revenues Total			137,500						137,500
TIF District									
Princeton Cir 17th-21st Ter Sidewalk	SDW-23-00			35,000	350,000				385,000
TIF District Total				35,000	350,000				385,000
Water Fund									
Replace Water Line - Davis Road	WTR-18-00						150,000		150,000
Replace Water Line - Cedar Street 1st - 4th St	WTR-18-00				90,000				90,000
Replace Water Line - 19th and Elm to Twyman	WTR-23-00			145,000					145,000
Replace Water Line - 17th to 19th on Elm	WTR-23-00		100,000						100,000
Replace Water Line - 4th - 7th St on Cedar	WTR-23-00					85,000			85,000
Water Fund Total			100,000	145,000	90,000	85,000	150,000		570,000
GRAND TOTAL			675,000	4,705,000	6,190,000	10,135,000	150,000	8,100,000	29,955,000



Future Capital Improvement Projects Target Years & Cost Undetermined

Project Description	Estimated Project Cost (if available)
Airport	
Land Acquisition for Approaches	\$ 411,500
Extend Runway (Design)	\$ 400,000
Extend Runway (Construction)	\$ 2,000,000
Auditorium	
Renovate Auditorium Basement	<i>undetermined</i>
ADA Accessibility	<i>undetermined</i>
Cemetery	
Design and Construct Cremation Gardens	\$ 140,000
Street Signs for Highland Cemetery (Limestone)	\$ 20,000
Equipment Storage Building	\$ 100,000
Kiosk for Burial Site Locations for Public Use	\$ 30,000
Fire	
Design and Construct New Fire Station	\$ 4,500,000
Parks	
Security Fence Extension at Parks Facility Building	\$ 150,000
Heritage Park Playground Replacement	\$ 100,000
City Park Gazebo Remodel	\$ 150,000
Forest Park Tot Lot - Improve Equipment & Shade	\$ 300,000
Kanza Park Restroom Addition & Parking Lot Improvement	\$ 400,000
Forest Park Tennis Court & Lighting Improvements	\$ 450,000
Golf Course Improvements	<i>undetermined</i>
Lakeside Park Improvements	<i>undetermined</i>
Flint Hills Trail Pavement	<i>undetermined</i>
Prairie Spirit Rail Trail Improvements	<i>undetermined</i>
Heritage Park Trail Improvements	<i>undetermined</i>
Sidewalks	
Construct 9th Street Sidewalk, Cherry Street to Mulberry Street	<i>undetermined</i>
11th st sidewalk, Main to Ash construction	<i>undetermined</i>
Streets	
Wilson - Main St West to City Limits / Storm Sewer	\$ 4,500,000
Streets Facility Improvement	\$ 600,000



Future Capital Improvement Projects Target Years & Cost Undetermined

Project Description	Estimated Project Cost (if available)
Cedar Street - 9th Street to 11th Street, Street widening/Stormsewer	<i>undetermined</i>
Reconstruct Maple Street from 13th to 15th Streets	<i>undetermined</i>
Cedar Street - 11th Street to 13th Street	<i>undetermined</i>
Stormwater Utility	
Oak and Poplar Storm sewer, 5th Street to 9th Street	\$ 825,000
Skunk Run Improvements, 5th Street/Hickory/Main	\$ 440,000
Downtown stormwater study and system design	<i>undetermined</i>
Reconstruct toe drains on levee	<i>undetermined</i>
Utility Warehouse	
Utility Warehouse expansion	\$ 500,000
Warehouse parking lot improvements	<i>undetermined</i>



Future Capital Improvement Projects Target Years & Cost Undetermined

Project Description	Estimated Project Cost (if available)
Water Utility	
Water Main Replacement – 15th St. water tower to 17th & Elm Street	<i>undetermined</i>
Construct new administration building	<i>undetermined</i>
Construct 2nd clear well	<i>undetermined</i>
Reline existing clear well	<i>undetermined</i>
Improve existing rip rap around Beech Street ponds	<i>undetermined</i>
Design and construct chlorine contact basin	<i>undetermined</i>
Design and construct new filtration system	<i>undetermined</i>
Construct building to house chlorine analyzers (5)	<i>undetermined</i>
Design and construct new water plant	<i>undetermined</i>
Construct emergency connection for water supply	<i>undetermined</i>
Infrastructure for water reuse for purpose of irrigation	<i>undetermined</i>
Tower Demo - North and South Tower	<i>undetermined</i>
Wastewater Utility	
Central Sewer Interceptor Upgrades	\$ 7,500,000
Mill and overlay of WWTP access roads	<i>undetermined</i>
WWTP Blower Replacement	<i>undetermined</i>
WWTP Improvement – influent, raw and wasting pumps and aerators	<i>undetermined</i>
Replace HVAC on Administration building (3 units)	<i>undetermined</i>
Replace HVAC on headworks building	<i>undetermined</i>
Wastewater Treatment Plant expansion	<i>undetermined</i>
Electric Utility	
Downtown Street Lights Upgrade	\$ 700,000
K-68 Bridge Lighting Replacement	\$ 500,000
Conductor circuit 7 to SE or NE Substations	<i>undetermined</i>
Conductor circuit 15 and 16	<i>undetermined</i>
Construct 161kV line from NE substation to Evergy	<i>undetermined</i>
Replace 34.5 kV system with 161kV at 2nd Street substation	<i>undetermined</i>
Addition of redundant transformers to NE & 2nd street substations	<i>undetermined</i>
NE substation backup power generation	<i>undetermined</i>
SE substation backup power generation	<i>undetermined</i>
Solar farm electric storage	<i>undetermined</i>
Increase capacity to Reconductor feeder 12	<i>undetermined</i>
Replace reconductor feeder 8 north of river	<i>undetermined</i>
Evergy border buyout	<i>undetermined</i>

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project # AIR 23-002
Project Name Reconstruct Taxiway

Type Improvement Department Airport
Useful Life 40 years Contact Public Works Director
Category Taxiways

Status Active



Description

Total Project Cost: \$3,200,000

When concrete was tested, it fell below the acceptable percentage of strength to be repaired and requires replacement, causing review and re-approval of the project by FAA. Project delayed from 2024 to 2025.

Justification

An Inspection was completed on the taxiway and the concrete did not pass. Rebuilding failing concrete on the current taxiway is the only way to keep the taxiway in use. Without a taxiway airplanes will have to use the runway for taxiing, landings and takeoffs. This will cause a back up of planes in the air and on the ground.

Expenditures	2024	2025	2026	2027	2028	2029	Total
Planning/Design	200,000						200,000
Construction/Maintenance		3,000,000					3,000,000
Total	200,000	3,000,000					3,200,000

Funding Sources	2024	2025	2026	2027	2028	2029	Total
Grant: FAA		989,000					989,000
Grants	180,000	1,711,000					1,891,000
Airport Fund	20,000	300,000					320,000
Total	200,000	3,000,000					3,200,000

Budget Impact/Other

This project will be funded through the FAA and will require a 10% match from the City. The 10% match source will need to be determined.

Budget Items	2024	2025	2026	2027	2028	2029	Total
Construction		300,000					300,000
Design	10,000						10,000
Total	10,000	300,000					310,000

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project # AIR 24-002

Project Name Construct Maintenance Hanger

Type Improvement

Department Airport

Useful Life 50 years

Contact Public Works Director

Category Buildings

Status Active



Description

Total Project Cost: \$600,000

This project is to build a maintenance hangar at the airport. A maintenance hangar will allow the Fixed Based Operator (FBO) to have a separate hangar for aircraft inspections and other maintenance activities. Inspections are currently being done in the main hangar, however; fuel systems, oil changes, etc. are not allowed to be done in this hangar due to lack of fire protection.

Justification

Having a hangar that is dedicated to aircraft maintenance will allow the airport to attract more business and more traffic at the airport. This will in turn help bring in more business to Ottawa, such as hotel usage, eating a meal, shopping, etc.

Expenditures	2024	2025	2026	2027	2028	2029	Total
Construction						600,000	600,000
Total						600,000	600,000

Funding Sources	2024	2025	2026	2027	2028	2029	Total
Grant: FAA						540,000	540,000
Airport Fund						60,000	60,000
Total						600,000	600,000

Budget Impact/Other

The impact to the budget will require a 10% match equal to approximately \$60,000 from the Airport Fund.

Budget Items	2024	2025	2026	2027	2028	2029	Total
Construction						600,000	600,000
Total						600,000	600,000

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project # AIR 28-001
Project Name Construct New T-Hangars and Taxilanes

Type Improvement Department Airport
Useful Life 50 years Contact Public Works Director
Category Runways

Status Active



Description Total Project Cost: \$1,050,000

Constructing new hangars and taxilanes is a goal of the Airport Board. These new hangars will either be another set of T-hangars or another common hangar and the taxilane improvements will connect the new hangars to the main taxiway.

Justification

There is a waiting list for requested hangar space at the Ottawa Airport. Adding more hangar space will in turn bring more income to the city through rent and purchasing goods and services in Ottawa.

Expenditures	2024	2025	2026	2027	2028	2029	Total
Construction/Maintenance				1,050,000			1,050,000
Total				1,050,000			1,050,000

Funding Sources	2024	2025	2026	2027	2028	2029	Total
Grant: FAA				945,000			945,000
Airport Fund				105,000			105,000
Total				1,050,000			1,050,000

Budget Impact/Other

This project will be funded through the FAA and will require a 10% match from the City.

Budget Items	2024	2025	2026	2027	2028	2029	Total
Construction				105,000			105,000
Total				105,000			105,000

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project # ELEC 18-002
Project Name System Conversion from 2400 to 7200



Type Improvement Department Electric
Useful Life 30 years Contact Utilities Superintendent
Category Electric

Status Active

Description Total Project Cost: \$5,500,000

Convert 2400kv circuit 1 through 6 into an existing or new 7200 kv Feeder. The project is being reviewed and engineered in 2023. To be financed by a bond. To be contracted by open-bid, and then installed by an outside construction company. This would be a multiyear project possibly 4-5 years.

Justification

Conversion of old 2400kv circuits to 7200kv is essential to enhance reliability and efficiency of the distribution system. Much of the 2400kv system has been in service since the 1950's and is well past its service life. Many circuits do not have a dedicated backup source of power. Engineering has confirmed that these circuits as they leave the Power Plant underground are failing and there is no back up from existing generation. Extended outages will occur if this comes to fruition. Should one circuit fail it will be necessary to shut down all circuits for an extended time for repair.

Expenditures	2024	2025	2026	2027	2028	2029	Total
Planning/Design		500,000					500,000
Construction/Maintenance			5,000,000				5,000,000
Total		500,000	5,000,000				5,500,000

Funding Sources	2024	2025	2026	2027	2028	2029	Total
Electric Fund		500,000					500,000
Long Term Debt			5,000,000				5,000,000
Total		500,000	5,000,000				5,500,000

Budget Impact/Other

Will affect budget related to repair of failures on the system.

Budget Items	2024	2025	2026	2027	2028	2029	Total	Future
Long Term Debt		500,000				225,000	725,000	675,000
Total		500,000				225,000	725,000	Total

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project # ELEC 20-002
Project Name River Crossing Circuit 8-10 Structure Rebuild

Type Improvement Department Electric
Useful Life 50 years Contact Utilities Superintendent
Category Electric

Status Active



Description Total Project Cost: \$1,500,000

Rebuild the current structures that carry circuits 8 & 10 across the river. They currently are within the US Army Corps of Engineers encroachment of the Marais des Cygnes River flood control system. The structures would be engineered and then contracted to an outside construction company to install. Planned to be completed in 2027.

Justification

Structures are showing signs of deterioration, are beyond their useful life, and need to be replaced. These structures are the source of backup of power to the North side of the river.

Expenditures	2024	2025	2026	2027	2028	2029	Total
Construction/Maintenance				1,500,000			1,500,000
Total				1,500,000			1,500,000

Funding Sources	2024	2025	2026	2027	2028	2029	Total
Long Term Debt				1,500,000			1,500,000
Total				1,500,000			1,500,000

Budget Impact/Other

Rebuilding will lower or negate the chances of an emergency situation related to structure failure.

Budget Items	2024	2025	2026	2027	2028	2029	Total	Future
Long Term Debt					75,000	75,000	150,000	75,000
Total					75,000	75,000	150,000	Total

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project # ELEC 24-001
Project Name 15th and Main Traffic Light Replacement



Type Improvement Department Electric
Useful Life 30 years Contact Utilities Superintendent
Category Electric

Status Active

Description Total Project Cost: \$575,000

The current traffic signals are original equipment and past its useful life resulting in potential safety concerns and/or extended outages. Engineering for this project was completed by Trans Systems.

Justification

Most crosswalks do not function properly as well as the turn lane signals. Technological advances to signal lighting will make it easier for staff to troubleshoot any problems that may arise. Engineering has already taken place on this project. There may be lane closures during the construction process but there will not be entire intersection closures.

Expenditures	2024	2025	2026	2027	2028	2029	Total
Equipment		575,000					575,000
Total		575,000					575,000

Funding Sources	2024	2025	2026	2027	2028	2029	Total
Electric Fund		575,000					575,000
Total		575,000					575,000

Budget Impact/Other

Grant application submitted for this project. If grant is not approved, construction will be funded from the Electric CIP fund.

Budget Items	2024	2025	2026	2027	2028	2029	Total
Equipment		575,000					575,000
Total		575,000					575,000

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project # Parks 24-001
Project Name City Park Playground Improvements

Type Improvement Department Parks Department
Useful Life 15 years Contact Public Works Director
Category Park Improvements



Status Active

Description Total Project Cost: \$239,500

The playground equipment in City Park needs to be updated. The playground equipment is past its useful life cycle and this park gets a lot of use by the public. The current equipment is not suitable for a wide range of ages.

Justification

The park amenity will provide activity for all ages in a central location and enhances the expansive park system already in place for the citizens of Ottawa. The current playgrounds at City Park are deteriorating and do not meet ASTM standards.

Prior	Expenditures	2024	2025	2026	2027	2028	2029	Total
114,500	Construction/Maintenance	125,000						125,000
Total	Total	125,000						125,000

Prior	Funding Sources	2024	2025	2026	2027	2028	2029	Total
114,500	Grants	62,500						62,500
	Special Parks Revenues	62,500						62,500
Total	Total	125,000						125,000

Budget Impact/Other

This project will need to be funded through a grant or private donations thru the Special Parks Fund. The Special Parks Fund does not receive enough income by itself to fund such a project in its entirety, but with donations and/or a grant, this park can be updated.

Prior	Budget Items	2024	2025	2026	2027	2028	2029	Total
114,500	Labor and Equipment	125,000						125,000
Total	Total	125,000						125,000

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project #	Parks 29-004
Project Name	Aquatic Center(Planning, Design, Construction)

Type	Improvement	Department	Parks Department
Useful Life	40 years	Contact	Public Works Director
Category	Park Improvements		

Status Active

Description	Total Project Cost: \$7,500,000
The swimming pool is approximately 50 years old and has been deteriorating for several years. The costs included in this estimate include new amenities such as a splash park, and a redesigned pool layout with new diving boards and swimming lanes. The process for final design would include public participation and planning.	
Conceptual phase of the process began in 2023.	

Justification
Each year the parks crew spends an enormous amount of time patching concrete in the pool floor in order to make it safe for pool patrons. Each year the concrete is getting worse and deteriorating. In 2018, B & G Consultants completed an analysis that found the pool to be in poor condition and made recommendations from rehabilitation to complete rebuild.

Expenditures	2024	2025	2026	2027	2028	2029	Total
Planning/Design				500,000			500,000
Construction					7,000,000		7,000,000
Total				500,000	7,000,000		7,500,000

Funding Sources	2024	2025	2026	2027	2028	2029	Total
Long Term Debt						7,500,000	7,500,000
Total						7,500,000	7,500,000

Budget Impact/Other
Various sources of funding are possible for a faciliy of this nature.

Budget Items	2024	2025	2026	2027	2028	2029	Total	Future
Long Term Debt						375,000	375,000	7,125,000
Total						375,000	375,000	Total

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project # Parks-24-002
Project Name Splash Pad at City Park



Type Equipment Department Parks Department
Useful Life 20 years Contact Public Works Director
Category Park Improvements

Status Active

Description Total Project Cost: \$250,000

A splash pad at a city park is a recreational area designed for water play and enjoyment, particularly popular during warmer months.

Justification

Installing a splash pad in our city park will create an inclusive, engaging, and low-maintenance recreational space, promoting community interaction, encouraging outdoor activity, and providing a refreshing escape from the summer heat for residents of all ages and abilities.

Expenditures	2024	2025	2026	2027	2028	2029	Total
Equipment	250,000						250,000
Total	250,000						250,000

Funding Sources	2024	2025	2026	2027	2028	2029	Total
Grants	175,000						175,000
Special Parks Revenues	75,000						75,000
Total	250,000						250,000

Budget Impact/Other

This project will be funded through ARPA grant and thru the Special Parks Fund.

Budget Items	2024	2025	2026	2027	2028	2029	Total
Equipment	75,000						75,000
Total	75,000						75,000

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project # SDW-21-001
Project Name Design 11th St. Sidewalk, Main to Ash (one side)

Type Improvement Department Sidewalks
Useful Life 25 years Contact Public Works Director
Category Sidewalk

Status Active



Description Total Project Cost: \$100,000

Extend the sidewalk on 11th St. from Main St. to Ash St. on one side to enhance access to the schools on Ash.

Justification

This is a very busy street with autos and buses. Citizens requested this sidewalk to keep youth out of the roadway providing a safer route to the schools on Ash St.

Expenditures	2024	2025	2026	2027	2028	2029	Total
Construction		100,000					100,000
Total		100,000					100,000

Funding Sources	2024	2025	2026	2027	2028	2029	Total
Sidewalk Improvement		100,000					100,000
Total		100,000					100,000

Budget Impact/Other

There are grants available for these types of projects from KDOT through the Transportation Alternatives (TA) program. The amount of City participation depends on the grant received. To complete this project, Rights of Way will need to be acquired to have enough area to install the sidewalk.

Budget Items	2024	2025	2026	2027	2028	2029	Total
Design		100,000					100,000
Total		100,000					100,000

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project # SDW-23-002
Project Name Princeton Cir 17th-21st Ter Sidewalk



Type Improvement Department Sidewalks
Useful Life 30 years Contact Public Works Director
Category Sidewalk

Status Active

Description Total Project Cost: \$385,000

The purpose of this project is to add a sidewalk extending on both the east and west sides of Princeton Circle 17th St to 21st Terrace where there are currently no sidewalks.

Justification

No sidewalks currently exists in this area and as the south corridor continues to grow, we need to provide more accessible and safer routes for pedestrians.

Expenditures	2024	2025	2026	2027	2028	2029	Total
Construction/Maintenance			350,000				350,000
Engineering		35,000					35,000
Total		35,000	350,000				385,000

Funding Sources	2024	2025	2026	2027	2028	2029	Total
TIF District		35,000	350,000				385,000
Total		35,000	350,000				385,000

Budget Impact/Other

Funding for this project is planned through the Transportation Alternatives Grant with KDOT. This is typically a 90%/10% match grant and the matching funds can be used from the Special Streets Fund and from the TIF district.

Budget Items	2024	2025	2026	2027	2028	2029	Total
Construction			350,000				350,000
Engineering		35,000					35,000
Total		35,000	350,000				385,000

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project # WTR-18-001
Project Name Replace Water Line - Davis Road



Type Improvement Department Water Department
Useful Life 40 years Contact Utilities Superintendent
Category Water

Status Active

Description Total Project Cost: \$150,000

Replacement of approximately 700' of water line in the North industrial park on the West side of Davis Rd. from E. North Street, North to Industrial Ave.

Justification

This project would replace 40-50 year-old pipe that is past it's service life. This area is bound by 12" lines and this area creates a restriction point which can affect flows in the area. Should we decide not to complete this project there is a direct impact on development in this area and the upgrade would provide better pressure and fire protection. This project is slated for 2028 and can be accomplished with budget funds.

Expenditures	2024	2025	2026	2027	2028	2029	Total
Construction/Maintenance					150,000		150,000
Total					150,000		150,000

Funding Sources	2024	2025	2026	2027	2028	2029	Total
Water Fund					150,000		150,000
Total					150,000		150,000

Budget Impact/Other

Budget Items	2024	2025	2026	2027	2028	2029	Total
Construction					150,000		150,000
Total					150,000		150,000

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project # WTR-18-002
Project Name Replace Water Line - Cedar Street 1st - 4th St

Type Improvement Department Water Department
Useful Life 40 years Contact Utilities Superintendent
Category Water



Status Active

Description

Total Project Cost: \$90,000

Cedar Street Waterline move and replace 12" main from 1s to 4th
West side of the street, block to block. Cross street crossings were replaced during Cedar Street rehab project.

Justification

Replaces failing critical main. This main is a major part of balancing distribution from South to North parts of the City

Expenditures	2024	2025	2026	2027	2028	2029	Total
Construction/Maintenance			90,000				90,000
Total			90,000				90,000

Funding Sources	2024	2025	2026	2027	2028	2029	Total
Water Fund			90,000				90,000
Total			90,000				90,000

Budget Impact/Other

Budget Items	2024	2025	2026	2027	2028	2029	Total
Construction			90,000				90,000
Total			90,000				90,000

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project # WTR-23-001
Project Name Replace Water Line - 19th and Elm to Twyman



Type Unassigned
Useful Life
Category Water
Department Water Department
Contact Utilities Superintendent

Status Active

Description Total Project Cost: \$145,000

12" waterline replacement - from 19th and Elm to Twyman. To be performed in 2025 using budgetary funds. Approximately 500' of waterline.

Justification

Multiple water main breaks along this section of waterline. This pipe is the old cast iron pipe > 40 years old and needs to be replaced to improve customer reliability. Ongoing leaks and repairs anticipated, if not completed. To be performed with City staff.

Expenditures	2024	2025	2026	2027	2028	2029	Total
Construction/Maintenance		145,000					145,000
Total		145,000					145,000

Funding Sources	2024	2025	2026	2027	2028	2029	Total
Water Fund		145,000					145,000
Total		145,000					145,000

Budget Impact/Other

Budget Items	2024	2025	2026	2027	2028	2029	Total
Construction		145,000					145,000
Total		145,000					145,000

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project # WTR-23-002
Project Name Replace Water Line - 17th to 19th on Elm



Type Improvement
Useful Life 40 years
Category Water
Department Water Department
Contact Utilities Superintendent

Status Active

Description Total Project Cost: \$100,000

12" Water line replacement on Elm Street from 17th to 19th. Approximately 700' of waterline.

Justification

Multiple water main breaks along this section of waterline. This pipe is the old cast iron pipe > 40 years old and needs to be replaced to improve customer reliability. Ongoing leaks and repairs anticipated, if not completed. To be performed with City staff.

Expenditures	2024	2025	2026	2027	2028	2029	Total
Construction/Maintenance	100,000						100,000
Total	100,000						100,000

Funding Sources	2024	2025	2026	2027	2028	2029	Total
Water Fund	100,000						100,000
Total	100,000						100,000

Budget Impact/Other

Budget Items	2024	2025	2026	2027	2028	2029	Total
Construction	100,000						100,000
Total	100,000						100,000

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project # WTR-23-003
Project Name Replace Water Line - 4th - 7th St on Cedar



Type Improvement Department Water Department
Useful Life 40 years Contact Utilities Superintendent
Category Water

Status Active

Description

Total Project Cost: \$85,000

Cedar Street Waterline move and replace 12" main from 4th to 7th street, West side of the street, block to block. East- West street crossings were replaced during Cedar Street rehab project. Scheduled to be performed in 2027 using budgetary funds.

Justification

This main is a major part of balancing distribution from South to North parts of the City, as well as replaces >40 year old pipe. To be done with City staff.

Expenditures	2024	2025	2026	2027	2028	2029	Total
Construction/Maintenance				85,000			85,000
Total				85,000			85,000

Funding Sources	2024	2025	2026	2027	2028	2029	Total
Water Fund				85,000			85,000
Total				85,000			85,000

Budget Impact/Other

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Budget Items	2024	2025	2026	2027	2028	2029	Total
Construction				85,000			85,000
Total				85,000			85,000

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project # SWR-16-001
Project Name Westside Sewer Interceptor



Type Improvement Department Water Reclamation
Useful Life 25 years Contact Utilities Superintendent
Category Wastewater

Status Active

Description Total Project Cost: \$8,250,000

Westside Sanitary Sewer Interceptor Engineering study and upgrades. This runs North from 15th Street to 2nd Street, East along W 2nd, North to 1st Street, and then East to the Water Reclamation Facility. To be completed by outside engineering firm, and then contracted to an outside construction company. Initial engineering to be completed in 2026, with a open-bid and construction in 2027. The project may take more than 1 year to construct. Funding source would be through long-term financing.

Justification

To continue upgrades that allow for growth on the system in the South and West sections of the City. This also aids in addressing critical inflow and infiltration and is near maximum capacity in the current collection system. Future development and anticipated growth along the Eisenhower and West 23rd Street corridors would be delayed or restricted, if not completed.

Expenditures	2024	2025	2026	2027	2028	2029	Total
Construction				7,500,000			7,500,000
Engineering			750,000				750,000
Total			750,000	7,500,000			8,250,000

Funding Sources	2024	2025	2026	2027	2028	2029	Total
Long Term Debt			750,000	7,500,000			8,250,000
Total			750,000	7,500,000			8,250,000

Budget Impact/Other

This project will use long term financing to be determined with Water Reclamation fund debt and typical repayment over 20 years.

Future
8,000,000
Total

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project # SWR-23-001
Project Name Plant Pumps, VFD/PLC Upgrades

Type Improvement Department Water Reclamation
Useful Life 25 years Contact Utilities Superintendent
Category Equipment: Miscellaneous

Status Active

Description Total Project Cost: \$250,000

There are currently 9 VFD’S at the WRF that are approximately 20 years old with a life expectancy of 20 years. It is time to replace for reliability and efficiency. This would be a contracted project and performed by outside vendor.

Justification

Failure of any of these creates a situation that process control does not meet State Water quality standards. Technology has made the current equipment outdated and parts to repair are difficult to procure. Upgrades would enhance efficiency and reliability to meet demands of the community moving forward.



Expenditures	2024	2025	2026	2027	2028	2029	Total
Construction/Maintenance		250,000					250,000
Total		250,000					250,000

Funding Sources	2024	2025	2026	2027	2028	2029	Total
Sewer Fund		250,000					250,000
Total		250,000					250,000

Budget Impact/Other

Excessive cost to obtain repair parts if available.

Budget Items	2024	2025	2026	2027	2028	2029	Total
Labor and Equipment		250,000					250,000
Total		250,000					250,000

Capital Improvement Plan

2024 *thru* 2029

City of Ottawa, Kansas

Project # SWR-24-001
Project Name Replace Pin Oak Pump Station

Type Equipment Department Water Reclamation
Useful Life 30 years Contact
Category Unassigned



Status Active

Description Total Project Cost: \$100,000

Current station is 30 years old and is starting to show signs of fatigue.

Justification

Current maintenance needs are; Station base plate repair/replace, Impellers, check valves, motor adapter plates, mechanical seals, volutes, front head plates, electrodes to wave starts are also needing along with various other gaskets and fasteners.

Expenditures	2024	2025	2026	2027	2028	2029	Total
Construction		100,000					100,000
Total		100,000					100,000

Funding Sources	2024	2025	2026	2027	2028	2029	Total
Sewer Fund		100,000					100,000
Total		100,000					100,000

Budget Impact/Other

Drawn from traditional operational budget/reserves.

Budget Items	2024	2025	2026	2027	2028	2029	Total
Labor and Equipment		100,000					100,000
Total		100,000					100,000

EXHIBIT B

**Estimate of Construction Engineering Fee
Project No. P101250057
15th & Main Street Traffic Signal Letting & Inspection
Ottawa, Kansas**

Staff	PM/Engineer	Inspection	Admin	Totals
	\$ 68.00	\$ 45.00	\$ 40.00	
TASK 1-3: PRECONSTRUCTION PHASES				
Contract Docs & Specs	8		4	12
Project Advertisement	15			15
Project Letting	10	8		18
Subtotal Hours	33	8	4	45
Direct Labor	\$ 2,244.00	\$ 360.00	\$ 160.00	\$ 2,764.00
TASK 4: CONSTRUCTION INSPECTION				
Project Inspection (4 hours/day @ 55 Days)	66	220	4	290
OT Inspection Hours	20			20
Subtotal Hours	86	220	4	310
Direct Labor	\$ 5,848.00	\$ 9,900.00	\$ 160.00	\$ 15,908.00
Expenses	Quantity	Rate		
Mileage (115 Miles Round Trip)	6450	\$ 0.700		\$ 4,515.00
Testing Supplies	1	\$ 312.54		\$ 312.54
Total Expenses this Phase				\$ 4,827.54

A. Total Direct Labor		\$ 18,672.00
B. Overhead =	133.22%	\$ 24,874.84
C. Total Payroll Plus Overhead (A+B)		\$ 43,546.84
D. Fixed Fee (C*D) =	12.00%	\$ 5,225.62
E. Labor+OH+Fee (C+D)		\$ 48,772.46
F. Direct Expenses		\$ 4,827.54
Project Total:		\$ 53,600.00

Assumptions:

1. Project advertising in April, letting in May, June contract, September start of construction due to pole delivery.
2. The contractor will work up to 5 days a week at 10 hours per day.
3. Estimated 75 calendar days or 55 working days
4. Mileage is based on a round trip from the KC Office to project site.
5. Traffic control for this project will be checked daily when the contractor is working. Random reviews will be performed during nighttime hours and on non-working days.
6. Transsystems will provide one (1) part-time inspector for the work and no clean-up time
7. Materials testing will be performed by Transsystems
8. Any additional work requested that is not specifically addressed in this agreement will be considered outside the scope of these services.

SCHEDULE "1"
TRANSYSTEMS' Schedule of Rates and Expenses

TranSystems Corporation
Schedule of Hourly Rates for 2025
Kansas City Office

CLASSIFICATION	2025 RATE	CLASSIFICATION	2025 RATE
Technician V	\$219	Principal/Structural Engineer V	\$383
Technician IV	\$154	Structural Engineer IV	\$276
Technician III	\$126	Structural Engineer III	\$224
Technician II	\$98	Structural Engineer II	\$170
Technician I	\$81	Structural Engineer I	\$134
Scientist III	\$185	Electrical Engineer IV	\$239
Scientist II	\$129	Principal/Civil Engineer V	\$405
Scientist I	\$93	Civil Engineer IV	\$281
Surveyor V	\$192	Civil Engineer III	\$230
Surveyor IV	\$147	Civil Engineer II	\$167
Surveyor III	\$153	Civil Engineer I	\$130
Surveyor II	\$122	Construction Services IV	\$189
Surveyor I	\$71	Construction Services III	\$153
Planner IV	\$282	Construction Services II	\$126
Planner III	\$245	Construction Services I	\$88
Planner II	\$145	Business Consultant III	\$166
Planner I	\$108	Business Consultant II	\$124
Industry Specialist V	\$442	Architect II	\$112
Industry Specialist IV	\$332	Marketing Administrator IV	\$225
Industry Specialist III	\$259	Marketing Administrator II	\$129
Industry Specialist II	\$162	Marketing Administrator I	\$63
Inspector V	\$266	Administrative Manager III	\$229
Inspector IV	\$153	Administrator III	\$119
Inspector III	\$110	Administrator II	\$104
Inspector II	\$87	Engineer I	\$125

Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost. Vehicle mileage to be paid at the current IRS rate per mile. The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2025. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Agenda Item: XI.C

**City of Ottawa
City Commission Meeting
May 14, 2025**

TO: City Commission
SUBJECT: Award of Contract – Sludge Removal and Land Application 2025 Project
INITIATED BY: Utilities Director for the Utilities Department – Water Production Division
AGENDA: New Business

Recommendation: Staff recommends accepting the proposal submitted by Sandyland Environmental for the Sludge Removal and Land Application 2025 Project at the City’s Water Treatment Plant for a fixed price of \$180,000, and authorizing the City Manager to execute the agreement and any necessary documents related to project completion.

Background: The City of Ottawa issued a Request for Proposals (RFP) on April 2, 2025, seeking qualified contractors for the removal and land application of lime and process sludge from the North Sludge Retention Basin at the Water Treatment Plant located at 301 Beech Street. Routine removal of accumulated sludge is necessary to maintain plant performance, operational efficiency, and compliance with environmental regulations. Proposals were due by May 1, 2025.

The last complete cleaning of the two sludge ponds at the Water Treatment Plant occurred in December 2013. Since that time, the frequency of required cleanouts has decreased significantly. This reduction is largely attributed to operational improvements made in 2013, specifically the elimination of aluminum sulfate from the treatment process. The removal of this chemical greatly reduced the volume of process sludge produced, allowing the intervals between pond cleanouts to be extended. As a result, the time interval between pond maintenance activities has increased from approximately 5–7 years to more than a decade.

Analysis: Four proposals were received for the Sludge Removal and Land Application 2025 Project. Sandyland Environmental submitted the lowest bid at \$180,000 and offered a strong agronomic approach with a clear methodology. Hodges Farms and Dredging, LLC submitted a bid of \$192,000, bringing over 30 years of sludge management experience and robust local capabilities. NutriJect Systems, Inc. submitted a bid of \$197,750 and proposed a turnkey service including KDHE permitting, testing, and final reporting. Midwest Injection Inc. submitted a bid of \$213,152, with a sound technical plan but less detail and a higher cost. Based on overall qualifications, proposed methodology, and pricing, Sandyland Environmental and Hodges Farms remained the most competitive proposals.

Company	Bid Amount	Notes
Hodges Farms and Dredging, LLC	\$192,000	Detailed cost breakdown, slightly higher than Sandyland
Midwest Injection Inc.	\$213,152	Fairly competitive, but less transparent breakdown

Sandyland Environmental	\$180,000	Lowest bid, clear and comprehensive pricing
NutriJect Systems, Inc.	\$197,750	Turnkey service including permitting, testing, and final reporting

Staff evaluated the proposals based on technical approach, experience and references, cost proposal, compliance and safety measures, and project timeline. The proposal submitted by Sandyland Environmental was determined to be the most advantageous to the City, meeting all qualifications and offering competitive pricing. Their work plan, insurance certifications, and references from similar projects were found to be satisfactory.

Financial Considerations: This project is funded within the 2025 Water Production Division operating budget. No budget amendment is required. The contract will be a fixed-price agreement, with payment upon successful completion of the work.

Legal Considerations: The services agreement will be reviewed and approved by the City Attorney to ensure compliance with applicable Kansas statutes and City procurement policies prior to execution.

Recommendation: Deliberate and consider staff's recommendation to award the Sludge Removal and Land Application 2025 Project to Sandyland Environmental in the amount of \$180,000 and authorize the City Manager to execute the agreement and any necessary documents for project completion.

Action:

"I move to accept the proposal from Sandyland Environmental in the amount of \$180,000 for the Sludge Removal and Land Application 2025 Project and authorize the City Manager to execute the agreement and any necessary documents."

Or

"I move to defer consideration of the Sludge Removal and Land Application 2025 Project to a future City Commission meeting."

Attachments: None

Agenda Item: XI.D

**City of Ottawa
City Commission Study Session
May 14, 2025**

TO: Mayor and City Commission
SUBJECT: Resolution Approving Amendments to the City of Ottawa, Kansas
Personnel Policy
INITIATED BY: Human Resources Director
AGENDA: New Business

Recommendation: It is recommended the City Commission adopt the resolution approving amendments to the City of Ottawa Personnel Policy and direct the City Manager, or his designee, to ensure distribution of these changes to all city employees in a timely manner.

Background: Review of the policies related to compensation, benefit eligibility, tuition reimbursement, travel, require additions, amendments and deletions from the existing Personnel Policy Handbook.

Analysis:

Policy amendments include:

- Addition of Section 2.8 Acceptance of Monetary Tips
A policy for accepting monetary tips at our recreational facilities does not exist in the current handbook. The proposed policy allows acceptance of tips and directs reporting and tax requirements.
- Amendment of Section 2.1 Pay Period; Section 2.4 Overtime Pay; Section of 4.8 Holidays and Holiday Pay
Compensation as it relates to hours used in the calculation of overtime and holiday pay are not aligned in the current handbook. The amended policies will align pay practices and policies to allow for hours worked and benefit hours recorded in a pay period to count toward overtime.
- Amendment of Section 4.12 Group Health, Dental, and Prescription Drug Coverage
Benefit eligibility begins at 20 hours or more in the current handbook policy. This has an impact on operations and budget of the organization, causing part-time employees to only work less than 20 hours per week. The amended policy aligns benefit eligibility with federal requirements and benefit eligibility will begin at 30 hours or more.
- Amendment of Section 5.11 and attachment Tuition Reimbursement Policy
Tuition policy updated for the increase from \$1,500 to \$3,000 along with eligibility enhancements as was approved during the 2025 budget process.
- Removal of Section 4.17 Meals, Section 6.14 Travel and Training Pay Policy, and Section 6.15 Travel and Training Expenses
The existing policies related to travel in the handbook are not comprehensive and will be replaced by an administrative policy.

Financial Considerations: Compensation and benefits are budgeted and paid from the respective fund for which the employee performs work.

Legal Considerations: Blaine Finch, City Attorney, has reviewed the recommendations to amend the Personnel Policies, and these changes comply with all applicable Federal and State employment laws.

Recommendation/Action: It is recommended the City Commission adopt the resolution approving the amended City of Ottawa Personnel Policy.

Attachments:

XI.D.1 Resolution Approving amendments to the City of Ottawa, KS Personnel Policy

XI.D.2 Summary of Personnel Policy Handbook Changes

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENTS TO THE CITY OF OTTAWA, KANSAS PERSONNEL POLICY.

WHEREAS, the City of Ottawa, Kansas (the "City") is a duly incorporated city of the second class organized under the laws of the state of Kansas (the "State") which recognizes that its employees are its greatest strength.

WHEREAS, the City has undertaken a review of personnel policies and incorporated herein are the Addition of Section 2.8 Acceptance of Monetary Tips, Amendment of Section 2.1 Pay Period, Amendment of Section 2.4 Overtime Pay, Amendment of Section of 4.8 Holidays and Holiday Pay, Amendment of Section 4.12 Group Health, Dental, and Prescription Drug Coverage, Amendment of Section 5.11 and attachment Tuition Reimbursement Policy, Removal of Section 4.17 Meals, Removal of Section 6.14 Travel and Training Pay Policy, Removal of Section 6.15 Travel and Training Expenses.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF OTTAWA, KANSAS, AS FOLLOWS:

Section 1. Temporary Guidelines. The Governing Body hereby adopts the attached amendments to the City of Ottawa's Personnel Policy and directs the City Manager or his designee to ensure distribution of these changes to all city employees in a timely manner.

Section 2. At Will Employment. Nothing in these changes shall be construed to change the nature of at will employment for all City employees.

Section 3. Repeal. All prior sections in conflict with these amendments are hereby repealed.

Section 4. Effective Time. These guidelines shall take effect upon adoption of this resolution.

Adopted by the Governing Body of the City of Ottawa, Kansas ____day of _____2025

Mayor

(SEAL)

ATTEST:

City Clerk

Summary of Personnel Handbook Changes proposed May 2025

New Sections added to Handbook:

2.8 Acceptance of Monetary Tips

Employees of the City of Ottawa working in recreational facilities may accept tips from patrons for service-related activities, provided all applicable IRS, KPERS, and City procedures are followed. All tips received are considered taxable income and must be reported and processed accordingly. A tip is a voluntary payment given by a customer to an employee for services rendered.

Employees may receive tips in the following contexts or similar activities:

- Serving patrons at the golf course by assisting with golf bag handling, selling beverages/snacks in the pro shop or on the course, or providing golf lessons or personal services during recreational events.
- Serving auditorium patrons during events by selling beverages/snacks, concierge activities.

Prohibited conduct includes:

- Employees may not solicit tips.
- Tips must not be pooled or distributed among employees unless explicitly authorized.

Tips are considered compensation and will be included in gross income for IRS wage reporting and KPERS wage calculation. The City will withhold applicable federal and state taxes from tip income.

The employee is responsible for reporting tips received as an employee of the City of Ottawa. Procedures for reporting will be established for each venue.

Amended Sections of Handbook:

2.1 Pay Period

The City of Ottawa pays all employees on a two-week pay period. Timecards are submitted after the 14-day work period is complete and pay checks are distributed the following Friday. Paychecks are distributed every other Friday (bi-weekly).

2.4 Overtime Pay

Overtime will be paid in accordance with the Fair Labor Standards Act. Exempt employees will not receive overtime pay. For non-exempt employees, all overtime work must be requested and approved by the appropriate Department Director or his designee.

All non-exempt employees covered by this policy will be compensated for overtime work at the rate of 1.5 times their base regular hourly rate of pay as follows:

- Full and part-time employees for hours worked in excess of 40 hours per week.
- For personnel working 24-hour shifts, overtime will be paid for all hours in excess of 212 hours worked in the 28-day work period.
- For Commissioned Police Officers, overtime will be paid for hours worked in excess of 80 hours per two-week pay period.

All hours, including worked and benefit, are included in the calculation of overtime.

4.8 Holidays and Holiday Pay

Employees are eligible for holidays beginning the first day of employment.

- A. Employees receive the following eight holidays per year:

New Year's Day	January 1 st
Martin Luther King Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Thanksgiving Day	4 th Thursday in November
The Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Day	December 25 th

- B. Additionally, one observed City-designated 8-hour floating holiday will be determined by the City Manager in December of the preceding year. This holiday will usually coincide with one of the other established holidays so as to create a four-day weekend (for example, if Christmas fell on a Thursday the floating holiday for the City may be Friday, December 26th).
- C. Holidays that fall on a Saturday will be observed on the preceding Friday, and those that fall on a Sunday will be observed on the following Monday.

- D. All eligible full and part-time employees will receive 8 hours' compensation at their regular pay rate for each approved City holiday.
- E. Non-exempt employees, including part-time, temporary, and seasonal, who are scheduled or required to work on the actual holiday shall be compensated at 1.5 times the employee's regular rate of pay for the first 8 hours worked and 2 times the employee's regular rate of pay for hours worked beyond 8 hours.
- F. Regular part-time employees will receive 4 hours of holiday pay at their regular rate for holidays that fall on their normal workday.
- G. To be eligible for holiday pay, an employee must be in a paid status for the entire last scheduled working day before the holiday and the entire first scheduled working day after a holiday.

4.12 Group Health, Dental, and Prescription Drug Coverage

Regular full-time employees and regular part-time employees who work a minimum of thirty (30) hours per week are eligible to enroll in the City of Ottawa's health, dental and prescription drug insurance program. Coverage is effective the first day of the month following thirty (30) days of employment.

The employer pays a significant portion of the premium, with the employee paying the remainder.

Employees who decline or who fail to enroll during their initial opportunity period may be subject to any waiting periods or other restrictions imposed by the health plan.

Employees who retire from the city's employment may continue participation in the city's group health care plan for themselves and their dependents, per state statute requirements. However, the retired employee pays all premiums for such coverage.

5.11 Tuition Reimbursement

Employees may receive tuition reimbursement for job-related education, in a tiered schedule, with a minimum grade of a "C" or higher. All tuition reimbursement requests must be approved by a Department Director prior to the beginning of the semester in which the class is being taken. Please see Tuition Reimbursement Policy in the List of Attachments.

Attachment 5.11 Tuition Reimbursement Policy

I. General.

The City of Ottawa is committed to providing the highest level of service to the community by attracting and retaining employees. As an employer, the City encourages employees to consider higher education and vocation opportunities that may help them improve performance in their current position and/or prepare for future positions. The City has created a tuition reimbursement policy and program.

II. Enforcement.

Your Department Director and Director of Human Resources are responsible for administering this policy and program and must first approve course registrations and requests for educational assistance prior to registration for the course.

The proposed course to be taken must show a direct relationship to the employee's work, be required under an approved work-related accredited degree program, and/or must help the employee prepare for a future position or promotion within the organization. The institution for which you are seeking a degree must be accredited through the U.S. Department of Education.

III. Eligibility.

To qualify, an employee must be a full-time employee who has been employed at least twelve consecutive months with the City. The employee may attend accredited undergraduate or graduate level courses, appropriate courses at colleges, universities, community colleges, or trade or vocational schools. Any employee obtaining GI Educational Benefits, or similar reimbursement, such as grants or scholarships, may only be eligible for City reimbursement for expenses not covered by other grants, scholarships, benefits, etc.

IV. Restrictions.

Courses must be completed with a minimum of "C".

An employee is expected to schedule class attendance and the completion of study assignment outside of his regular working hours. However, in certain circumstances, a

The Department Director may approve in advance whether the employee will be provided time off from work during regular duty hours to attend courses. If allowed to take a course that requires time off, the employee may either use accrued leave time, take leave without pay or establish with their Department Director a set schedule to make up the missed hours if it does not hinder the required work of the department. None of the hours attending class, studying, or doing homework will be considered overtime.

V. Reimbursement.

Upon successful completion and submission of necessary documentation, the City will reimburse you as follows:

- a) "A": 100%
- b) "B": 90%
- c) "C": 70%

All tuition reimbursement will be subject to any applicable payroll withholdings.

Consideration will be given to all other forms of tuition assistance an employee may be receiving and is contingent upon the availability of funds. Total reimbursement per employee will be limited to a maximum of \$3,000 per calendar year and may include student fees and book expenses. Expenses, which exceed the monetary limit, may not be carried forward for reimbursement at a future time.

VI. Termination

Employees seeking reimbursement for Educational Assistance must agree in writing to repay the City if you leave voluntarily leave the organization within one year from the date of reimbursement.

VII. Implementation.

All employees must complete a Request for Educational Assistance application form. This application must be submitted and approved by the Department Director and the Human Resources Director prior to course registration.

Strike Sections from Handbook:

4.17	Meals	<i>Removed and replaced with Administrative Travel Policy</i>
6.14	Travel & Training Pay Policy	<i>Removed and replaced with Administrative Travel Policy</i>
6.15	Travel & Training Expenses	<i>Removed and replaced with Administrative Travel Policy</i>

Replaced Sections with new policy in Handbook:

6.7 Fleet Safety

General

The City of Ottawa is committed to promoting safe driving practices and reducing the risk of vehicle-related accidents. This Fleet Safety Policy serves as a guide to ensure the safety of employees, reduce accidents, and maintain compliance with applicable laws. It also establishes expectations for responsible vehicle use, driver training, and accident management.

Overview

A City-owned vehicle is to be used for official business only. Only employees, except with approval of the City Manager and/or the Department Director, shall ride in City-owned vehicles. Employees required to retain vehicles overnight shall not use such vehicles for activities that are not authorized by the Department Director and/or City Manager.

A Department Director shall have the authority to approve an on-call employee's overnight use of a city vehicle even though the employee may live beyond the City limits. This approval shall be granted where the Department Director finds this use to be advantageous to the City and it is likely such employee could be called out for duty after normal working hours.

All employees authorized to drive a City vehicle shall have a current Kansas driver's license. The ability of an employee who has a driver's license restriction imposed upon him or her to drive a city vehicle shall be subject to review by the Department Director and/or City Manager.

For those employees whose positions require a commercial driver's license (CDL) as a condition of employment, the City will pay for the difference in price between a CDL and a regular license the first year. Future renewals will be the responsibility of the employee.

Talent Acquisition and MVR Review

Candidates for roles requiring vehicle use must undergo a thorough background check, reference verification, and a motor vehicle record (MVR) review.

Motor vehicle records (MVRs) will be required at least once per year. The City reserves the right to use its discretion in determining an unsatisfactory MVR. As a guideline, a combination of 3 or more minor, moving or non-moving violations and 1 or more major violation(s) in the past three years will have an unsatisfactory MVR. Employees will be subject to further disciplinary action if they are required to drive as a part of their job duties.

Drug and Alcohol Testing

Employees in safety-sensitive roles will be subject to random drug and alcohol testing. All employees who drive are required to submit to post-accident or reasonable suspicion testing. Testing will be conducted by a certified medical facility. Positive results will be subject to further disciplinary action for violating the City Substance Abuse Policy.

Training

All employees authorized to drive a vehicle for their role must complete mandatory driver training upon hire and participate in periodic refresher training. Training topics will include defensive driving, accident prevention, and behavior modification. Employees are encouraged to provide input on training needs and suggest areas for improvement. Additional training may be assigned based on accident history or observed driving behavior.

Employees are expected to treat company vehicles with an appropriate level of respect and care, demonstrating an attitude of loyalty and pride to the company. The following are basic vehicle operation principles to which employees are required to adhere:

- Always use seat belts.
- Drive defensively. Always anticipate what other drivers on the road might do wrong and plan your mode of escape. Never move through traffic aggressively.
- Respect speed limits and traffic signs. Follow all traffic signals.
- Always lock the vehicle and apply the parking brake when getting out, even if it remains in sight.
- During long trips, take breaks every four hours. Never drive more than 10 hours during a 24-hour period.
- Avoid driving past midnight.
- Avoid driving in dangerous conditions, including drowsiness and inclement weather.
- Remove any trash or personal items before returning the vehicle to its location.

Distracted Driving

The City of Ottawa is committed to employee safety, and for this reason firmly prohibits all behavior that distracts employees while they are operating a company vehicle. General guidelines for behavior while driving are as follows:

- It is recognized that cell phones will be used during the conduct of business in emergency and non-emergency situations. All employees need to use them in accordance with safe driving practices that protect the public at all times as well as in conformance with any written Departmental regulations. When possible, employees should pull to the side of the roadway, into a parking lot or other safe location to conduct their call.
- Use of cell phones while driving is strictly prohibited: This includes all functions of the cell phone including, but not limited to, phone calls, text messaging/SMS, email, MMS, Internet use and camera use.
- Use of electronic devices (including laptops, PDAs, cameras and pagers): While driving is strictly prohibited unless specifically outlined below.
- Voicemail must handle all calls while driving, and calls may only be returned when stopped or pulled off the road.
- Passengers making or taking calls for the driver is permissible provided the interaction does not affect the driver's performance.
- Regular callers must be informed that you will not be available while driving and should be notified of the best times to call based on driving schedule.
- Employees who receive calls from co-workers who are driving are obligated to ask that the co-worker call back at a more appropriate time.

Driver Monitoring

Driver habits will be monitored using ride-alongs, accident data, and other performance evaluations. Supervisors will review driver records and conduct performance discussions as necessary. Employees with three or more preventable accidents or moving violations within a three-year period will undergo a supervisor review. Based on findings, disciplinary action, further training, or temporary suspension of driving privileges may occur.

Vehicle Requests and Operation

Employees requesting a fleet vehicle must contact applicable departments for availability. Employees are responsible for ensuring that vehicles are used responsibly, remain clean, and are returned on time.

Accidents and Traffic Violations

Employees must report all accidents immediately to their supervisor. A completed damage to property form will include the following: vehicle damage, road conditions, witness statements, and photos of the incident. Law enforcement must be notified. Employees are personally responsible for any fines, tickets, or citations incurred while driving for work. Failure to report accidents or unsafe driving may result in disciplinary action.

Prohibited Behavior

The following behaviors are strictly prohibited and may result in disciplinary action, up to and including termination:

- Operating a vehicle under the influence of drugs or alcohol
- Engaging in reckless driving or excessive speeding
- Using a vehicle without proper authorization
- Failing to wear a seatbelt while operating or riding in a vehicle
- Using mobile devices or engaging in any form of distracted driving

Employees are also prohibited from using City fleet vehicles for personal errands unless prior written approval has been obtained.

6.8 City of Ottawa Non-Owned Auto Policy

General

The scope of this policy is to establish rules pertaining to the use of an employee-owned vehicle for work-related business. This policy applies to all City of Ottawa employees using their personal vehicles for work-related business.

Definitions

Employee-owned vehicle: A vehicle for which the employee is the owner or signatory of a vehicle-lease agreement.

Work-related business: Any activities carried out in connection with the interests of the City of Ottawa.

Personal Vehicle Use

Our company recognizes that certain employees, because of their job requirements, will have to operate their personally owned vehicles while conducting company business. Use of a personal vehicle for work-related business is strictly prohibited without prior written permission from management. In emergency situations, such as serious illness or a medical emergency, the authorized employee may designate an unauthorized operator to use their personal vehicle strictly on an emergency-only basis.

Driver Criteria

Motor vehicle records (MVRs) will be required at least once per year. The City reserves the right to use its discretion in determining an unsatisfactory MVR. As a guideline, a combination of 3 or more minor, moving or non-moving violations and 1 or more major violation(s) in the past three years will have an unsatisfactory MVR. Employees will be subject to further disciplinary action if they are required to drive as a part of their job duties.

Driving an employee-owned vehicle for work-related business under the influence of alcohol or any other illegal substance is strictly prohibited and will be subject to further disciplinary action. Additionally, employees are not to be under the influence of prescription drugs that cause drowsiness and/or other forms of impairment that prevent the safe usage of motorized vehicles.

Drug and Alcohol Testing

The City reserves the right to conduct initial and/or periodic random drug and alcohol testing for safety sensitive positions, post-accident for reasonable suspicion. Testing will be conducted by a licensed medical facility.

designated by the City. Positive results will be subject to further disciplinary action for violating the City Substance Abuse Policy.

Safe Driving Requirements

All employee-owned vehicle operators are responsible for using their vehicles in a safe and responsible manner while conducting work-related business and are to abide by all applicable traffic laws while operating the vehicles.

Usage of any handheld device (e.g., cell phones and GPS devices) is strictly prohibited while driving. Cell phone usage with hands-free audio is also prohibited while operating a vehicle for work-related business.

Licensing Requirements

Employees operating an employee-owned vehicle for work-related business are required to possess a valid Kansas driver's license in good standing, and the license held must be valid for the type of motor vehicle being used. Any operator who has their driver's license revoked or suspended shall notify their supervisor immediately. In this event, the operator shall immediately cease any usage of employee-owned vehicles for work-related business.

City of Ottawa reserves the right to check employees' MVRs at any time while they are using an employee-owned vehicle for work-related business. Employees approved to drive on work-related business are required to inform their supervisor of any changes that may affect either their legal or physical ability to drive, or their continued insurability.

Insurance Requirements

Prior to using their vehicle for work, employees will properly register, license and insure their vehicle. Employees must carry:

- Bodily Injury & Damage Liability: \$100,000 each person I \$300,000 each accident I \$100,000 Property Damage.
- Uninsured/Underinsured Motorist: \$100,000.
- Personal Injury Protection (PIP): \$4,500 or more, or
- Med Pay: At least \$5,000

Each employee must have, maintain and renew the insurance coverage while the vehicle is used to conduct work-related business. Employees must also provide their supervisor with proof of insurance before using the vehicle for work-related business and at any point in which the policy is renewed or changed. Employees must provide proof that they have declared the use of their vehicles for work-related business to their insurers.

Vehicle Standards

City of Ottawa will apply the following criteria before approving any employee-owned vehicle for work use. The vehicle must:

- The vehicle should meet all applicable federal, and municipal safety regulations.
- Be in sound mechanical condition.

Employee-owned Vehicle Maintenance

To retain the safety and integrity of the employee's vehicle, the employee must conduct routine motor vehicle maintenance according to the manufacturer's specifications. Maintenance includes conducting a visual pre-trip vehicle inspection, including a review of tires, windshield wipers, brakes, mirrors and lights.

Accidents and Traffic Violations

Employees must report all accidents immediately to their supervisor. A completed damage to property form will include the following: vehicle damage, road conditions, witness statements, and photos of the incident. Law enforcement must be notified. Employees are personally responsible for any fines, tickets, or citations incurred while driving for work. Failure to report accidents or unsafe driving may result in disciplinary action.

Summary of Personnel Handbook Changes proposed May 2025 – Redline version

New Sections added to Handbook:

2.8 Acceptance of Monetary Tips

Employees of the City of Ottawa working in recreational facilities may accept tips from patrons for service-related activities, provided all applicable IRS, KPERs, and City procedures are followed. All tips received are considered taxable income and must be reported and processed accordingly. A tip is a voluntary payment given by a customer to an employee for services rendered.

Employees may receive tips in the following contexts or similar activities:

- Serving patrons at the golf course by assisting with golf bag handling, selling beverages/snacks in the pro shop or on the course, or providing golf lessons or personal services during recreational events.
- Serving auditorium patrons during events by selling beverages/snacks, concierge activities.

Prohibited conduct includes:

- Employees may not solicit tips.
- Tips must not be pooled or distributed among employees unless explicitly authorized.

Tips are considered compensation and will be included in gross income for IRS wage reporting and KPERs wage calculation. The City will withhold applicable federal and state taxes from tip income.

The employee is responsible for reporting tips received as an employee of the City of Ottawa. Procedures for reporting will be established for each venue.

Amended Sections from Handbook:

2.1 Pay Period

The City of Ottawa pays all employees on a two-week ~~work-pay~~ period. Time-cards are submitted after the 14-day work period is complete and pay checks are distributed the following Friday. Paychecks are distributed every other Friday (bi-weekly).

2.4 Overtime Pay

Overtime pay will be administered in accordance with the Fair Labor Standards Act (FLSA) and applicable City policy. Non-exempt employees are eligible for overtime pay at a rate of **1.5 times** their regular rate of pay under the following conditions:

- For full-time and part-time employees: **For all hours compensated in excess of 40 hours per workweek.**
- For employees assigned to 24-hour shift schedules (e.g., fire personnel): **For all hours compensated in excess of 212 hours during a 28-day work period.**
- For commissioned law enforcement officers: **For all hours compensated in excess of 80 hours during a two-week pay period.**

The City of Ottawa elects, as a matter of local policy, to calculate overtime eligibility based on **total compensated hours**, which includes:

- **Hours actually worked**, and
- **Paid leave hours**, such as holiday pay, vacation, and sick leave, when in a paid status.

This policy exceeds the minimum requirements of the FLSA, which only requires overtime pay for actual hours worked over statutory thresholds.

All overtime must be authorized in advance by the employee's Department Director or designee.

~~Overtime will be paid in accordance with the Fair Labor Standards Act. Exempt employees will not receive overtime pay. For non-exempt employees, all overtime work must be requested and approved by the appropriate Department Director or his designee.~~

~~All non-exempt employees covered by this policy will be compensated for overtime work at the rate of 1.5 times their base regular hourly rate of pay as follows:~~

- ~~• Full and part-time employees for hours worked in excess of 40 hours per week.~~
- ~~• For personnel working 24-hour shifts, overtime will be paid for all hours in excess of 212 hours worked in the 28-day work period.~~
- ~~• For Commissioned Police Officers, overtime will be paid for hours worked in excess of 80 hours per two-week pay period.~~

4.8 Holidays and Holiday Pay

A. Holiday Eligibility

Employees are eligible for holiday compensation beginning on their first day of employment.

The City observes the following holidays each calendar year:

<u>New Year's Day</u>	<u>January 1st</u>
<u>Martin Luther King Jr. Day</u>	<u>Third Monday in January</u>
<u>Memorial Day</u>	<u>Last Monday in May</u>
<u>Independence Day</u>	<u>July 4th</u>
<u>Labor Day</u>	<u>First Monday in September</u>
<u>Thanksgiving Day</u>	<u>4th Thursday in November</u>
<u>The Day after Thanksgiving Day</u>	<u>Friday after Thanksgiving</u>
<u>Christmas Day</u>	<u>December 25th</u>
<u>Floating Holiday (Determined by City Manager)</u>	

B. Holiday Pay - Benefit - All eligible full-time employees shall receive **8 hours of holiday pay** at their regular rate of pay for each designated City holiday, regardless of whether they are scheduled to work.

Regular part-time employees shall receive **4 hours of holiday pay** at their regular rate of pay for holidays that fall on their regularly scheduled workday.

To be eligible for holiday pay, employees must be in a paid status the entire last scheduled working day before and the entire first scheduled working day after the holiday.

C. Holiday Pay – Worked

Non-exempt employees, including temporary and seasonal, who are scheduled or required to work on a designated holiday shall receive:

- **1.5 times their regular rate of pay** for the first 8 hours actually worked on the holiday, and
- **2.0 times their regular rate of pay** for any additional hours worked beyond 8 hours on the same holiday.

D. Inclusion in Overtime Calculations

The City of Ottawa elects, as a matter of local policy, to include **both hours holiday worked and paid holiday benefit hours** in the calculation of **total compensated hours** for determining overtime eligibility.

This policy **exceeds the minimum requirements of the Fair Labor Standards Act (FLSA)**, which only requires overtime compensation for actual hours worked beyond the applicable threshold. This enhanced benefit ensures consistent and equitable compensation practices for City employees.

This policy will allow the City Manager to suspend (temporary or otherwise) or adjust holiday pay/overtime computation in cases of financial, operational, legal, or organizational considerations.

E. Holiday Observance

Holidays that fall on a Saturday will be observed on the preceding Friday, and those that fall on a Sunday will be observed on the following Monday.

Employees are eligible for holidays beginning the first day of employment.

—————A. Employees receive the following eight holidays per year:

—————New Year's Day—————January 1st

—————Martin Luther King Jr. Day—————Third Monday in January

—————Memorial Day—————Last Monday in May

—————Independence Day—————July 4th

—————Labor Day—————First Monday in September

—————Thanksgiving Day—————4th Thursday in November

—————The Day after Thanksgiving Day—————Friday after Thanksgiving

—————Christmas Day—————December 25th

—————Additionally, one observed City designated 8-hour floating holiday will be determined by the City Manager in December of the preceding year. This holiday will usually coincide with one of the other established holidays so as to create a four-day weekend (for example, if Christmas fell on a Thursday the floating holiday for the City may be Friday, December 26th).

—————Holidays that fall on a Saturday will be observed on the preceding Friday, and those that fall on a Sunday will be observed on the following Monday.

—————All eligible full and part-time employees will receive 8 hours' compensation at their regular pay rate for each approved City holiday.

—————Non-exempt employees, including part-time, temporary, and seasonal, who are scheduled or required to work on the actual holiday shall be compensated at 1.5 times the employee's regular rate of pay for the first 8 hours worked and 2 times the employee's regular rate of pay for hours worked beyond 8 hours.

- ~~Part-time, temporary and seasonal employees will be eligible to receive holiday pay (minimum of 4 hours, maximum of 8) based on their regular work schedule.~~
 - ~~Regular part-time employees scheduled to work a minimum of 20 hours per week will receive 4 hours of holiday pay at their regular rate holiday pay for those holidays that fall on their normal workday.; holiday pay will be pro-rated based on employee's work schedule (i.e. 20 hours per week will receive 4 hours holiday pay; 30 hours per week will receive 6 hours holiday pay).~~
- ~~B. To be eligible for holiday pay, an employee must be in a paid status for the entire last scheduled working day before the holiday and the entire first scheduled working day after a holiday.~~

4.12 Group Health, Dental, and Prescription Drug Coverage

Regular full-time employees and regular part-time employees who work a minimum of ~~twenty~~ thirty (30) hours per week are eligible to enroll in the City of Ottawa's health, dental and prescription drug insurance program. Coverage is effective the first day of the month following thirty (30) days of employment.

The employer pays a significant portion of the premium, with the employee paying the remainder.

Employees who decline or who fail to enroll during their initial opportunity period may be subject to any waiting periods or other restrictions imposed by the health plan.

Employees who retire from the city's employment may continue participation in the city's group health care plan for themselves and their dependents, per state statute requirements. However, the retired employee pays all premiums for such coverage.

5.11 ~~Educational-Tuition~~ Reimbursement

Employees may receive tuition reimbursement for job-related education, in a tiered schedule, with a minimum grade of a "C" or higher. All tuition reimbursement requests must be approved by a Department Director prior to the beginning of the semester in which the class is being taken. ~~Reimbursement for tuition costs of job-related education may be available with prior Department Director approval and achievement of a "B" or better. Interested employees should make their supervisor aware of their interest.~~ Please see Education-Tuition Reimbursement Policy in the List of Attachments.

Attachment 5.11 ~~Educational-Tuition~~ Reimbursement Policy

I. General.

The City of Ottawa is committed to providing the highest level of service to the community by attracting and retaining ~~individuals capable of performing the essential job functions.~~ ~~Not every one has had the time or support to pursue an education.~~ As an employer, the City encourages ~~the employees~~ to consider higher education and vocation opportunities that may help ~~him them~~ improve performance in ~~his their~~ current position and/or prepare for future positions. ~~To assist in this area, the~~ The City has created an education-tuition reimbursement policy and program ~~for pre-approved classes.~~

II. Enforcement.

Your Department Director and Director of Human Resources are responsible for administering this policy and program and must first approve course registrations and requests for educational assistance prior to registration for the course.

The proposed course to be taken must show a direct relationship to the employee's work, be required under an approved work-related accredited degree program, and/or must help the employee prepare for a future position or promotion within the organization. The institution for which you are seeking a degree must be accredited through the U.S. Department of Education. ~~For example, if said employee was looking to take a single class, with no degree being sought, the class must be work-related to be eligible for reimbursement under this policy.~~

~~If an employee is seeking a degree, the degree major must be work-related. For example, if you are studying for an applicable degree, there may be courses that don't directly relate, but because the class is required in order to attain the degree, the course is eligible for reimbursement under this policy.~~

III. Eligibility.

To qualify, an employee must be a full-time employee who has been employed at least twelve consecutive months with the City. The employee may attend accredited undergraduate or graduate level courses, appropriate courses at colleges, universities, community colleges, or trade or vocational schools. Any employee obtaining GI Educational Benefits, or similar reimbursement, such as grants or scholarships, may only be eligible for City reimbursement for expenses not covered by other grants, scholarships, benefits, etc.

IV. Restrictions.

Courses must be completed with a minimum of "C" ~~at the undergraduate level and "B" at the graduate level.~~ ~~A satisfactory rating or certificate of completion will be accepted for non-credit courses or for Pass/Fail courses.~~

An employee is expected to schedule class attendance and the completion of study assignment outside of his regular working hours. However, in certain circumstances, a

The Department Director may approve in advance whether the employee will be provided time off from work during regular duty hours to attend courses. If allowed to take a course that requires time off, the employee may either use accrued leave time, take leave without pay or establish with ~~his their~~ Department Director a set schedule to make up the missed hours if it does not hinder the

required work of the department. None of the hours attending class, studying, or doing homework will be considered overtime.

V. Reimbursement.

Upon successful completion and submission of necessary documentation, the City ~~may~~ will reimburse you as follows:

a) "A": 100%

b) "B": 90%

c) "C": 70%

~~100% for grades of "C" or better at the undergraduate level and 100% for grades of "B" or better at the graduate level.~~ All tuition reimbursement will be subject to any applicable payroll withholdings ~~for tax and retirement.~~

Consideration will be given to all other forms of tuition assistance an employee may be receiving and is contingent upon the availability of funds. Total reimbursement per employee will be limited to a maximum of ~~\$1500~~ \$3,000 per calendar year and may include student fees and book expenses. Expenses, which exceed the monetary limit, may not be carried forward for reimbursement at a future time.

VI. Termination

Employees seeking reimbursement for Educational Assistance must agree in writing to repay the City if they leave voluntarily leave the organization within one year from the date of reimbursement.

VII. Implementation.

All employees must complete a Request for Educational Assistance application form. This application must be submitted and approved by the Department Director and the Human Resources Director prior to course registration.

Strike Sections from Handbook:

4.17 Meals

~~Employment related trips that require an overnight stay will be reimbursed or paid for by the city. Reimbursement for meals during trips that do not require an overnight stay will be made with the following stipulations:~~

- ~~A. Reimbursement will only be made for the amount of the meal.~~
- ~~B. A valid receipt must be presented for each individual.~~
- ~~C. An expense report detailing the purpose of the trip, where the employee traveled, and which meal was taken during the trip.~~

~~Reimbursement for such meals will be made through payroll and will be affected by taxes, FICA, etc.~~

~~Meals will not normally be paid for when overtime is worked. Exceptions may occasionally occur.~~

6.14 Travel & Training Pay Policy

~~The City's travel and training pay policy is as follows:~~

- ~~A. Training: The City will compensate personnel for training time if the training is directly related to the employee's job and is required by the City. Training time shall not count as working time for the purposes of determining eligibility for overtime compensation, unless:
 - ~~1. Training occurs during regular working hours.~~
 - ~~2. Productive work is performed during the training time.~~
 - ~~3. The training fulfills other requirements of the Federal Fair Labor Standards Act.~~~~
- ~~B. Travel: For driving, employees traveling out of town during normal working hours will be paid at their normal rate for the time spent traveling. For flying, travel will be reviewed by Department Director.~~

6.15 Travel & Training Expenses

~~It is the policy of the City to afford employees appropriate educational and training opportunities to improve their skills and capabilities as may be appropriate to their duties and responsibilities. When training is either required or approved by the City Manager and Department Director ahead of time, expenses associated with those training opportunities will either be paid, reimbursed by the City, or a cash advance authorized. Expenses including fuel for City vehicles, mileage, food, lodging, tuition, registration fees and other related expenses may be paid all or in part by the City. All expenses shall be documented by receipt or other documentation and approved by the Department Director. The City shall pay for one reasonable length personal phone call by employees out of the area per day.~~

- ~~A. Meals:~~

- ~~1. Meals for overnight trips.~~
 - ~~a. Overnight trips, that is, trips that require an overnight stay, will continue to be reimbursed or paid by the city during employment related to trips.~~
- ~~2. Day trips.~~
 - ~~a. Reimbursement for meals during day trips, that is, trips that do not require an overnight stay, will be made through payroll only after the following are met:~~
 - ~~(1) Reimbursement will only be made for the amount of the meal.~~
 - ~~(2) A valid receipt must be presented for each individual.~~
 - ~~(3) An expense report detailing the purpose of the trip, where the employee traveled, and which meal was taken during the trip.~~
 - ~~b. Be advised that reimbursement for such meals will be made through payroll and will be affected by taxes, FICA, etc.~~
- ~~3. Overtime meals.~~
 - ~~a. Meals will not be paid for when overtime is worked except for the following reason.~~
 - ~~(1) It is so occasional or so little value that accounting for it would be impracticable.~~
 - ~~(2) This will not be allowed on a regular basis.~~

Agenda Item: XI.E

**City of Ottawa
City Commission Meeting
May 14, 2025**

TO: Mayor and City Commission
SUBJECT: 2025 Street Maintenance Bid Award
INITIATED BY: Public Works Director
AGENDA: New Business

Recommendation: Approve the award of contracts for the 2025 Street Rehabilitation Projects:

- Asphalt Mill and Overlay work to Barkley Asphalt Co. Inc.
- Chip Seal work to Vance Brothers LLC.

Authorize the Public Works Director to sign the contracts upon completion of required documentation.

Background: As part of the City's annual maintenance program, the Public Works Department solicited bids for two separate 2025 street rehabilitation projects: Asphalt Mill and Overlay and Chip Seal. Both projects were advertised publicly, with a bid opening held on May 8, 2025.

Analysis: Asphalt Project:

The asphalt contract includes milling and overlay of streets such as 7th Street (Cedar to Cherry) and 14th Street (Main to Cedar), totaling approximately 7,389 SY of milling and 844 tons of hot mix asphalt. The lowest responsive bidder was Barkley Asphalt Co. with a bid proposal of \$109,872.50.

Chip Seal Project:

The chip seal project includes approximately 40,426 SY of surface area across nine locations, including N. Mulberry, North Street, and Lincoln Street. The scope includes emulsified asphalt, aggregate, manipulation, striping, and traffic control. The lowest responsive bidder was Vance Brothers LLC. with a bid proposal of \$121,491.45.

Both contractors are experienced and qualified, and all bids were within the engineer's estimates.

Financial Considerations: The project will be funded from the Special Street Fund (5-2800-558) and the bid amount is within budgeted estimates for 2025 street maintenance. This project is in alignment with the City's Procurement Policy adopted by resolution No. 1846-20 part B.

Legal Considerations: Approve as to Form. The project complies with K.S.A. competitive bidding requirements. City Attorney Finch has reviewed all contract documents.

Recommendation/Action: Staff recommends awarding the 2025 Street Rehabilitation – Asphalt contract to Barkley Asphalt Co. in the amount of \$109,872.50, and the Chip Seal contract to Vance Brothers LLC. in the amount of \$121,491.45, authorizing the Public Works Director to sign the agreement.

Options:

- Take Final Action at the May 14, 2025, Regular Meeting:
 - “Recommend awarding the 2025 Street Rehabilitation Contracts to Barkley Asphalt Co. and Vance Brothers LLC., and authorizing Director Welsh to sign the service agreement.”
- Refer this item to a future meeting for continued deliberation and consideration.

Attachments:

XI.E.1- Bid Tabulation Summary

XI.E.2- Asphalt Contract Documents

XI.E.3- Chip Seal Contract Documents

XI.E.4- Engineer Recommendation Letter

XI.E.5- 2025 Street Rehab List

BID TABULATIONS
2025 Street Rehabilitation – Asphalt
Ottawa, Kansas
Bid Letting May 8, 2025
25-1004L

				Engineer's Estimate		Barkley Asphalt Co., Inc.		Killough Construction, Inc.		All Pro Asphalt & Maintenance LLC		Sunflower Paving, Inc.		Bettis Asphalt & Construction, Inc.	
Item #	Description	Quantity	Unit	Unit Price		Unit Price		Unit Price		Unit Price		Unit Price		Unit Price	
Base Bid															
1.	Milling (2" deep)	7389	S.Y.	\$ 3.50	\$ 25,861.50	\$ 2.50	\$ 18,472.50	\$ 2.62	\$ 19,359.18	\$ 3.94	\$ 29,112.66	\$ 3.28	\$ 24,235.92	\$ 3.89	\$ 28,743.21
2.	HMA (Comm. Gr. Cl. A)(in place)	844	Tons	\$ 130.00	\$ 109,720.00	\$ 100.00	\$ 84,400.00	\$ 108.24	\$ 91,354.56	\$ 102.33	\$ 86,366.52	\$ 120.57	\$ 101,761.08	\$ 128.36	\$ 108,335.84
3.	Traffic Control	1	L.S.	\$ 6,500.00	\$ 6,500.00	\$ 7,000.00	\$ 7,000.00	\$ 1,900.00	\$ 1,900.00	\$ 5,500.00	\$ 5,500.00	\$ 6,000.00	\$ 6,000.00	\$ 8,490.98	\$ 8,490.98
Base Bid Total =				\$ 142,081.50		\$ 109,872.50		\$ 112,613.74		\$ 120,979.18		\$ 131,997.00		\$ 145,570.03	

BID TABULATIONS
2025 Street Rehabilitation – Chip Seal
Ottawa, Kansas
Bid Letting May 8, 2025
25-1004L

				Engineer's Estimate		Vance Brothers LLC		Bettis Asphalt & Construction, Inc.	
Item #	Description	Quantity	Unit	Unit Price		Unit Price		Unit Price	
Base Bid									
1.	CRS-1H Emulsified Asphalt	14149	Gal.	\$ 2.70	\$ 38,202.30	\$ 2.35	\$ 33,250.15	\$ 3.00	\$ 42,447.00
2.	3/8"x1/4" Trap Rock Cover Material	485	Tons	\$ 60.00	\$ 29,100.00	\$ 52.00	\$ 25,220.00	\$ 80.50	\$ 39,042.50
3.	Manipulation (Chip Seals)	40426	S.Y.	\$ 1.50	\$ 60,639.00	\$ 1.15	\$ 46,489.90	\$ 1.10	\$ 44,468.60
4.	Pavement Marking (Multi-Component)(Yellow)(4")	7044	L.F.	\$ 2.00	\$ 14,088.00	\$ 1.85	\$ 13,031.40	\$ 0.75	\$ 5,283.00
5.	Traffic Control	1	L.S.	\$ 6,000.00	\$ 6,000.00	\$ 3,500.00	\$ 3,500.00	\$ 15,700.00	\$ 15,700.00
Base Bid Total =				\$	148,029.30	\$	121,491.45	\$	146,941.10

Advertisement for Bids City of Ottawa, Kansas

2025 Street Rehabilitation - Asphalt

BG Project 25-1004L

Sealed Bids for the construction of the **City of Ottawa 2025 Street Rehabilitation - Asphalt** will be received by the City of Ottawa at **101 S. Hickory Street, PO Box 60, Ottawa, Kansas**, until **2:00 p.m. on Thursday, May 8, 2025** at which time the Bids received will be publicly opened and read. The Project consists of constructing **Asphalt Street Rehabilitation**, consisting of the following *approximate* major quantities of work:

1. Milling (2" deep)	7,389	S.Y.
2. HMA (Comm. Gr. Cl. A)(in place)	844	Tons
3. Traffic Control	1	L.S.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis as indicated in the Bid Form.

Prospective Bidders may examine the Bidding Documents at the following locations:

1. Drexel Technologies, 10840 W. 86th St., Lenexa, KS

Copies of Project Manual can be seen or purchased on-line at www.drexeltech.com in their electronic plan room, additional assistance is available at distribution@drexeltech.com. At the web site, information regarding this project can be found in the 'Public Jobs' link. Contractors desiring the Bidding Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies, 10840 West 86th Street, Lenexa, Kansas 66214, telephone (913) 371-4430. **Any questions regarding the project, plans, specifications or bid documents should be directed to David Hamby, City Engineer at (785) 727-7278.**

Bid security shall be furnished in accordance with the Instructions to Bidders.

All persons awarded and/or entering into contracts with the Owner shall be subject to and required to comply with applicable county, state and federal provisions pertaining to nondiscrimination, labor standards, equal employment opportunity and affirmative action on public contracts.

The Owner reserves the right to reject any and all bids and to waive any irregularities therein.

DJ Welsh
Director of Public Works
City of Ottawa, KS
Published on _____, 2025

NOTICE TO BIDDERS

Sealed proposals will be received by the City of Ottawa, Kansas, in the Office of the City Clerk, 101 S. Hickory Street, P.O. Box 60 until **2:00 p.m., May 8, 2025** for:

2025 Street Rehabilitation – Asphalt

Bids will be opened and read aloud at the above time in the Study Session Room located on the First Floor of City Hall.

SPECIFICATIONS

Except where specifically noted in these documents, all materials and work shall conform to the “Standard Specifications for State Road and Bridge Construction”, Kansas Department of Transportation, latest edition. The scope of the project is detailed in the PROPOSAL forms (attached).

Prior to placing any leveling or surface course of asphalt, the Contractor shall apply a tack coat to the pavement surface. The tack coat shall be an emulsified asphalt (SS-1H) applied at a rate of .03 to .05 gallons per square yard, the cost for which shall be incorporated in the asphalt unit price.

The mix design for the surface course (entire project) shall be KDOT HMA-Commerical Grade 12.5A (Class A). The contractor may use virgin materials or a blend of virgin materials in combination with a maximum of 15% reclaimed asphalt pavement (RAP). The use of recycled roofing materials will not be permitted in asphaltic pavement mixes. The asphalt cement (AC) shall be PG 64-22.

See KDOT specifications and special provisions for any questions. Any other mix design must be pre-approved, with a mix design submitted no later than the pre-construction conference. A laboratory mix design shall be submitted for approval.

The Contractor shall take care during laying of the surface course to maintain drainage from the finished surface. Any areas on the finished surface which do not drain shall be corrected by removal/replacement at the Contractor's expense. The Contractor shall be responsible to remove all materials, rubbish, debris and waste material resulting from this operation.

The Contractor shall conduct the project so as to interfere as little as possible with public traffic, whether vehicular or pedestrian. Legally established standards in the Manual for Uniform Traffic Control Devices (MUTCD) shall be employed by the Contractor. This includes, but is not limited to barricades, signs, flashers and flagmen as appropriate for the work zone.

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

- A. Bidders are responsible to examine the entire bid request and all documents. Bidders shall furnish information required in the form requested. All unit prices and mathematical extensions and totals shall be indicated where required. In cases of errors in extensions or totals, the unit price will govern. The City of Ottawa reserves the right to reject bids with incomplete information or which are presented in a different format.

- B. Each bid must be legible. All bids shall be signed, in the appropriate location, by a legally authorized company representative. Erasures or other changes must be initialed by the person signing the bid.
- C. For those projects which include milling, the surface lift of asphalt shall be in placed not later than 30 days after milling. **The project shall be complete no later than August 31, 2025. The Notice to Proceed is anticipated to be issued on June 2, 2025.** Should the project not be complete by that time, liquidated damages in the amount of \$500 per day shall be assessed for each calendar day after that date until the project is complete.

2. SUBMISSION OF BIDS:

- A. Bids shall be returned in a sealed envelope addressed to the City Clerk, City of Ottawa, 101 S. Hickory Street, P.O. Box 60, Ottawa, Kansas, 66067-0060. Telegraph, telephone, facsimile, and e-mail bids will not be considered. All envelopes should be clearly marked:

Sealed Bid: 2025 Street Rehabilitation - Asphalt

- B. Bids may be modified or withdrawn by written or sealed telegraphic notice or in person by an authorized representative if done so prior to the exact date and time for opening bids. Telephone and facsimile modifications or withdrawals are not permitted.
- C. All bids shall be considered firm for a period of thirty (30) calendar days from the bid opening date.

3. AWARD: Bids will be analyzed and the award made to the best responsive and responsible bidder whose bid conforms to the solicitation, and whose bid is considered to be most advantageous to the City. The City reserves the right to accept or reject any and all bids.

4. PROPOSAL GUARANTEE. Each proposal shall, as a guarantee of good faith on the part of the bidder, be accompanied by a cashier's check, a certified check, or an acceptable bidder's bond executed by the bidder and a surety company authorized to do business in the State of Kansas, in an amount of not less than five percent (5%) of the total bid. The proposal guarantee shall be made payable without condition to the "City of Ottawa, Kansas," hereinafter referred to as the Owner. The check or bond may be retained by and forfeited to said Owner if such proposal is accepted and the contract is awarded, and the bidder fails to enter into a contract in the form prescribed within ten (10) days after such award is made by the Owner.

5. SIGNATURES OF BIDDERS. Each bidder shall sign their proposal, using their usual signature and giving their full business address. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to their signature the word "president," "secretary," "agent," or other designation, without disclosing their principal, may be held to be the bid of the individual signing.

6. QUALIFICATIONS OF BIDDERS. Bidders may be requested to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon, and that they have the necessary financial resources to complete the proposed work. In determining the best responsible bid, the following elements will be considered: Whether the bidder involved:

- A. Maintains a permanent place of business;

- B. Has adequate plant equipment to do the work properly and expeditiously;
- C. Has a suitable financial status to meet obligations incident to the work;
- D. Has appropriate and comparable technical experience.

Each bidder may be required to show that former work performed by their company has been handled in such manner that there are no just or proper claims pending against such work. No bidder will be acceptable if they are engaged in any other work which impairs their ability to finance this contract or provide proper equipment for the proper execution of the same.

- 7. LOCAL CONDITIONS. Each bidder should visit the site of the work to assess construction hazards, procedures, labor, necessary traffic control, and any other conditions and factors, local and otherwise, which would affect the prosecution and completion of the work and cost. It is understood that all such factors have been properly investigated and considered, as there will be no subsequent financial adjustment to any contract awarded based on unfamiliarity.
- 8. SALES TAX EXEMPTION. The City of Ottawa will provide a Kansas Sales Tax Exemption Certificate Number to the Contractor. The Contractor and each subcontractor shall be responsible for compliance with applicable Kansas Statutes.
- 9. BONDS. Bonds shall be executed on the form attached hereto, signed by a Surety Company authorized to do business in the State of Kansas and acceptable as Surety to the City of Ottawa and countersigned by a Kansas agent. With each bond there shall be filed with the City of Ottawa one copy of "Power of Attorney," certified to include the date of the bond.
 - A. Each Contractor, to whom work is awarded, will be required to furnish a Performance Bond to the City of Ottawa, Kansas, (Owner) in an amount equal to 100 percent of the amount of the contract awarded in each case.
 - B. In addition, each Contractor shall furnish also a Statutory Bond to the City of Ottawa, Kansas, as required by Statute, to guarantee the payment of all labor and material bills.
- 10. INSURANCE. The Contractor shall secure insurance to protect said contractor and the City of Ottawa against all hazards and claims, as enumerated herein. All policies shall be in amounts, form and companies satisfactory to the City of Ottawa, and:
 - A. Cover any or all subcontractors in their insurance policies, or
 - B. Require each subcontractor to secure insurance to protect themselves against all hazards enumerated herein which are not covered by the general contractor's policies.

All certificates of insurance required herein shall name the City of Ottawa as an insured party, and shall state that ten (10) days written notice shall be given to the City of Ottawa before the policy is canceled or changed. No Contractor or subcontractor will be allowed to start any construction work on this contract until certificates of all insurance required herein are filed with the City of Ottawa.

11. PUBLIC LIABILITY AND PROPERTY DAMAGE. The Contractor shall maintain insurance protecting against any and all claims and demands arising from injury to person or persons not in the employ of the Contractor, and against any and all claims and demands resulting from damage to any property due to any act or omission of the Contractor, their agents or employees, in the operation of the work or the execution of this contract. Such insurance shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the City of Ottawa prior to the completion and acceptance of all the work included in the contract.

Minimum limits for Public Liability and Property Damage insurance required are as follows:

Public Liability:

(a)	Each Occurrence	\$ 1,000,000
(b)	Aggregate	\$ 2,000,000

Property Damage:

(a)	Single Occurrence	\$ 1,000,000
(b)	Aggregate	\$ 2,000,000

12. CONTRACTUAL LIABILITY INSURANCE. The Contractor shall purchase and maintain Contractual Liability And Property Damage Insurance which will protect the City of Ottawa against any and all claims that might arise as a result of the operation of the Contractor and/or any subcontractors in fulfilling this contract.
13. EMPLOYER'S LIABILITY AND WORKER'S COMPENSATION. The Contractor shall secure and maintain Employees Liability And Worker's Compensation Insurance in an amount that is in conformity and compliance with the statutory requirements of the laws of the State of Kansas.

In case any class of employees is not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability coverage that will protect them against any claims resulting from injuries to and death of workers engaged in work under this contract.

14. CONTRACTOR'S CONTINGENT OR PROTECTIVE LIABILITY AND PROPERTY DAMAGE. In case part of this contract is sublet, the Contractor shall secure contingent or, Protective Liability And Property Damage Insurance to protect them from any and all claims arising from the operations of their subcontractors in the execution of work included in this contract. The coverage in each case shall be acceptable to the City of Ottawa.

15. AUTOMOBILE PUBLIC LIABILITY AND PROPERTY DAMAGE. The Contractor shall maintain Automobile Public Liability Insurance in the amount of not less than \$500,000 for injury to one person and \$1,000,000 for one accident; and Automobile Property Damage Insurance in the amount of not less than \$1,000,000 for one accident to protect them from any and all claims arising from the use of the following in the execution of work included in this contract:

- A. Contractor's own automobiles and trucks.
- B. Hired automobiles and trucks.
- C. Automobiles and trucks not owned by the Contractor.

Such insurance shall cover the use of automobiles and trucks both on and off the site of the project.

16. QUESTIONS. Questions concerning this project may be addressed to:

David Hamby, P.E., CFM
BG Consultants
785-727-7278
david.hamby@bgcons.com

17. SUBCONTRACTORS. Each Bidder must identify the names and addresses of the Subcontractors on the Proposal. The amount of subcontract work shall not exceed 50 percent of the work.

PROPOSAL

TO THE HONORABLE MAYOR AND CITY COMMISSION THE CITY OF OTTAWA OTTAWA, KANSAS

The undersigned hereby states that they have carefully examined the project, including these specifications and contract documents; have fully investigated the location, character, and extent of the work to be done as described under the "NOTICE TO CONTRACTORS" for the City of Ottawa, Kansas. They further certify that they are familiar with the type of work involved.

The undersigned, in compliance with your invitation for bids, hereby propose to do the work called for in the project specifications and contract documents, and to furnish all labor, materials, tools, construction equipment, operating equipment, and all appurtenances necessary for the completion of the following work, at the unit prices listed on Page P-2:

The proposals received will be weighed against the available budget, and the effort will be to complete as many of the listed projects as possible.

Street surface rehabilitation (as described below) is required in the following locations, incorporating related/appurtenant work not listed, such as mobilization, etc.

Mill & Overlay Work

STREET	From	To	PROPOSED WORK	ESTIMATED	
				MILLING (SY)	ASPHALT (tons)
7 th Street*	Cedar St.	Cherry St.	Mill & 2" OL	5,122	585
14 th Street**	Main St.	Cedar St.	Mill & 2" OL	2,267	259

*The aprons for Mulberry Street and Sycamore Street have been included in the quantities.

**The apron for Hickory Street has been included in the quantities.

An entry requiring "MILL" intends a full width milling (no more than) 2 inches in depth. This depth may vary (more shallow) in situations where improved drainage may be appropriate. The City will retain ownership of the Asphalt Millings and they shall be delivered to the City Yard on West 2nd Street (West of Hope Cemetery).

Proposal: 2025 Street Rehabilitation - Asphalt OTTAWA, KANSAS

Item	Description	Est. Qty.	Unit	Unit Price	Total Price
1.	Milling (2 inches deep)	7,389	S.Y.	_____	_____
2.	HMA (Comm. Gr. Cl. A)(in place)	844	Tons	_____	_____
3.	Traffic Control	1	L.S.	_____	_____
GRAND TOTAL					_____

Grand Total, Written _____

The notice of award will be issued by the City following Bid Opening (anticipated date is June 2, 2025). This notification will depend upon City Commission authorization.

The undersigned further proposes to enter into the contract and to furnish the specified bonds and other required documents within ten (10) days after contracts have been delivered to the contractor by the City. The undersigned further agrees to complete the entire work as awarded within the specified time limit.

This project shall be completed by August 31, 2025. Five Hundred dollars (\$500) per day liquidated damages will be charged for every day thereafter until the job is completed and accepted by the CITY.

Accompanying this proposal is a bid bond in the amount of _____ dollars (\$_____) payable without condition to the City of Ottawa, Kansas, which it is agreed shall be retained as liquidated damages for the delay and extra expense caused the City of Ottawa, Kansas, if the undersigned fails to execute the contract and furnish the bonds required by the contract documents.

In submitting this proposal, it is understood that the right to reject any and all bids has been reserved, and that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

Dated this _____ day of _____, 20__.

Name of Bidder

Address of Bidder

Authorized Officer

Title

STATEMENT OF QUALIFICATIONS

SIMILAR PROJECTS COMPLETED (Name of Project, Address, Type of Improvement, Date, Value)

SIMILAR PROJECTS UNDER CONTRACT (Name of Project, Address, Type of Improvement, Date, Value)

PROPOSED EQUIPMENT TO BE USED ON PROJECT

FINANCIAL STATEMENT: Attached is a copy of my latest financial statement, duly sworn to in form approved by the City, listing assets and liabilities. In lieu of the financial statement, a bidder may submit evidence that he is pre-qualified with the Kansas Department of Transportation and is on the "current bidders list" for projects of this size and nature.

Bidder_____

By_____

Address_____

ANTICIPATED SUBCONTRACTORS

TYPE OF WORK TO SUB-LET: _____

Approximate Dollar Amount of Subcontract \$ _____

Probable Subcontractor _____

Address _____

TYPE OF WORK TO SUB-LET: _____

Approximate Dollar Amount of Subcontract \$ _____

Probable Subcontractor _____

Address _____

TYPE OF WORK TO SUB-LET: _____

Approximate Dollar Amount of Subcontract \$ _____

Probable Subcontractor _____

Address _____

Statement of Qualifications: The Contractor shall submit a statement of the subcontractor's qualifications and shall obtain written permission from the City prior to the actual subletting or assignment of any portion of the contract.

Bidder _____

By _____

Address _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, hereinafter called the Contractor, and _____ a corporation authorized under the laws of the State of Kansas and authorized to transact business in the State of Kansas as Surety, are held firmly bound unto the City of Ottawa, Kansas, hereinafter called the Owner, in the penal sum of _____ (contract amount), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

Signed, sealed and delivered this _____ day of _____ 20__.

WHEREAS, the above bounded Contractor has, on the _____ day of _____, 20__, entered into a written contract with the Owner for furnishing all materials, equipment, tools, superintendence, labor and other facilities and accessories necessary to complete the work as designated, defined and described in the Contract Documents, a copy of which is or may be attached hereto and which is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that, if the Contractor shall promptly and faithfully perform all of the covenants, conditions and obligations of the contract on his part, this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that whenever the Contractor shall be, and declared by the Owner to be in default under the Contract, the Owner having performed his obligation thereunder, the Surety shall promptly remedy the default or shall promptly (1) Complete the Contract in accordance with its terms and conditions, or (2) Obtain a Bid or Bids for submission to the Owner for completion of the contract under its original terms and conditions, and in Agreement between the Owner and surety, arrange for a Contract between such bidder and owner, and make available as work progresses, (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less than the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor; the amount of such funds not exceeding the amount set forth in the first paragraph hereof, including other costs and damages for which the Surety may be liable hereunder;

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due;

PROVIDED FURTHER, that no right of action shall accrue on this Bond to, or for the use of, any person or corporation other than the Owner named herein of the heirs, executors, administrators, or successors of the Owner; and

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, modification, or addition to the terms of the Contract, or the work to be performed thereunder, or the specifications, accompanying the same, shall in any way affect its obligation of this Bond, and it does hereby waive notice of

any change, extension of time, modification, or addition to the terms of the Contract, or to the work, or to the specifications;

IN TESTIMONY WHEREOF, said Contractor has duly executed these presents and said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

By _____
Attorney-in-Fact

This instrument shall be executed in 5 copies, all considered as originals.

Date of this instrument shall not be prior to date of Contract.

(A certified copy of the agent's Power of Attorney must be attached to each copy hereof.)

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, hereinafter called the Contractor, and _____ a corporation authorized under the laws of the State of Kansas and authorized to transact business in the State of Kansas as Surety, are held firmly bound unto the City of Ottawa, Kansas, hereinafter called the Owner, in the penal sum of _____ (contract amount), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

Signed, sealed and delivered this _____ day of _____ 20__.

WHEREAS, the above bounded Contractor has, on the _____ day of _____, 20__, entered into a written contract with the Owner for furnishing all materials, equipment, tools, superintendence, labor and other facilities and accessories necessary to complete the work as designated, defined and described in the Contract Documents, a copy of which is or may be attached hereto and which is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that, if the Contractor or the Subcontractor or Subcontractors of the Contractor shall pay all indebtedness incurred for supplies, materials or labor furnished, used or consumed in connection with or in about the construction or making of the above described improvement, including gasoline, lubricating oils, fuel oils, greases, coal and similar items used or consumed directly in furtherance of such improvement, this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDE FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, modification or addition to the terms of the Contract, or the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any change, extension of time, modification or addition to the terms of the Contract, or to the work or to the Specifications.

IN TESTIMONY WHEREOF, the said Contractor has duly executed these presents, and said Surety has caused these presents to be executed in its name, and its Corporate Seal is to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

By: _____
Contractor

By: _____
Surety

By: _____
Attorney –in-Fact

This instrument shall be executed in 5 copies, all considered as originals.

Date of this instrument shall not be prior to date of Contract.

(A certified copy of the agent's Power of Attorney must be attached to each copy hereof.)

(If the contract amount exceeds \$100,000, this document shall be filed by the Contractor with the Clerk of the District Court; filing fee shall be paid by the Contractor and proof of filing shall be provided to the Owner.)

Advertisement for Bids City of Ottawa, Kansas

2025 Street Rehabilitation – Chip Seal

BG Project 25-1004L

Sealed Bids for the construction of the **City of Ottawa 2025 Street Rehabilitation – Chip Seal** will be received by the City of Ottawa at **101 S. Hickory Street, PO Box 60, Ottawa, Kansas**, until **2:00 p.m. on Thursday, May 8, 2025** at which time the Bids received will be publicly opened and read. The Project consists of constructing **Chip Seal Street Rehabilitation**, consisting of the following *approximate* major quantities of work:

1. CRS-1H Emulsified Asphalt	14,149	Gallons
2. 3/8"x1/4" Trap Rock Cover Material	485	Tons
3. Manipulation (Chip Seals)	40,426	S.Y.
4. Pavement Markings	7,044	L.F.
5. Traffic Control	1	L.S.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis as indicated in the Bid Form.

Prospective Bidders may examine the Bidding Documents at the following locations:

1. Drexel Technologies, 10840 W. 86th St., Lenexa, KS

Copies of Project Manual can be seen or purchased on-line at www.drexeltech.com in their electronic plan room, additional assistance is available at distribution@drexeltech.com. At the web site, information regarding this project can be found in the 'Public Jobs' link. Contractors desiring the Bidding Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies, 10840 West 86th Street, Lenexa, Kansas 66214, telephone (913) 371-4430. **Any questions regarding the project, plans, specifications or bid documents should be directed to David Hamby, City Engineer at (785) 727-7278.**

Bid security shall be furnished in accordance with the Instructions to Bidders.

All persons awarded and/or entering into contracts with the Owner shall be subject to and required to comply with applicable county, state and federal provisions pertaining to nondiscrimination, labor standards, equal employment opportunity and affirmative action on public contracts.

The Owner reserves the right to reject any and all bids and to waive any irregularities therein.

DJ Welsh
Director of Public Works
City of Ottawa, KS
Published on _____, 2025

NOTICE TO BIDDERS

Sealed proposals will be received by the City of Ottawa, Kansas, in the Office of the City Clerk, 101 S. Hickory Street, P.O. Box 60 until **2:00 p.m., May 8, 2025**, for:

2025 Street Rehabilitation – Chip Seal

Bids will be opened and read aloud at the above time in the Study Session Room located on the First Floor of City Hall.

SPECIFICATIONS

Except where specifically noted in these documents, all materials and work shall conform to the “Standard Specifications for State Road and Bridge Construction”, Kansas Department of Transportation, latest edition. All references to District Engineer in the “Standard Specifications” shall be modified to refer to the Director of Public Works. The scope of the project is detailed in the PROPOSAL forms (attached).

The following Kansas Department of Transportation Specifications and Special Provisions will govern this seal project:

- Section 608 (Chip Seals)
- Section 1108 (Aggregates for Cover Material)
- Section 1203 (Emulsified Asphalt)

Bid the work based on Table 608-1 with 3/8” x 1/4” (Iron Mountain Trap Rock or approved equal) aggregate and CRS-1H asphalt. At the time of placement adjust the tabular applications rates for the actual field conditions encountered.

Payment will be made for the actual gallons of CRS-1H placed and the actual tons of cover material placed.

All post-application brooming will be completed by the City of Ottawa.

The Contractor shall conduct the project so as to interfere as little as possible with public traffic, whether vehicular or pedestrian. Legally established standards in the Manual for Uniform Traffic Control Devices (MUTCD) shall be employed by the Contractor. This includes, but is not limited to barricades, signs, flashers and flagmen as appropriate for the work zone.

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

- A. Bidders are responsible to examine the entire bid request and all documents. Bidders shall furnish information required in the form requested. All unit prices and mathematical extensions and totals shall be indicated where required. In cases of errors in extensions or totals, the unit price will govern. The City of Ottawa reserves the right to reject bids with incomplete information or which are presented in a different format.
- B. Each bid must be legible. All bids shall be signed, in the appropriate location, by a legally authorized company representative. Erasures or other changes must be initialed by the person signing the bid.

- C. **The project is expected to be substantially complete no later than August 31, 2025. The Notice to Proceed is anticipated to be issued on June 2, 2025.** Should the project not be complete by that time, liquidated damages in the amount of \$500 per day shall be assessed for each calendar day after that date until the project is complete.

2. SUBMISSION OF BIDS:

- A. Bids shall be returned in a sealed envelope addressed to the City Clerk, City of Ottawa, 101 S. Hickory Street, P.O. Box 60, Ottawa, Kansas, 66067-0060. Telegraph, telephone, facsimile, and e-mail bids will not be considered. All envelopes should be clearly marked:

Sealed Bid: 2025 Street Rehabilitation - Chip Seal

- B. Bids may be modified or withdrawn by written or sealed telegraphic notice or in person by an authorized representative if done so prior to the exact date and time for opening bids. Telephone and facsimile modifications or withdrawals are not permitted.

- C. All bids shall be considered firm for a period of thirty (30) calendar days from the bid opening date.

3. AWARD: Bids will be analyzed and the award made to the best responsive and responsible bidder whose bid conforms to the solicitation, and whose bid is considered to be most advantageous to the City. The City reserves the right to accept or reject any and all bids.

4. PROPOSAL GUARANTEE. Each proposal shall, as a guarantee of good faith on the part of the bidder, be accompanied by a cashier's check, a certified check, or an acceptable bidder's bond executed by the bidder and a surety company authorized to do business in the State of Kansas, in an amount of not less than five percent (5%) of the total bid. The proposal guarantee shall be made payable without condition to the "City of Ottawa, Kansas," hereinafter referred to as the Owner. The check or bond may be retained by and forfeited to said Owner if such proposal is accepted and the contract is awarded, and the bidder fails to enter into a contract in the form prescribed within ten (10) days after such award is made by the Owner.

5. SIGNATURES OF BIDDERS. Each bidder shall sign their proposal, using their usual signature and giving their full business address. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to their signature the word "president," "secretary," "agent," or other designation, without disclosing their principal, may be held to be the bid of the individual signing.

6. QUALIFICATIONS OF BIDDERS. Bidders may be requested to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon, and that they have the necessary financial resources to complete the proposed work. In determining the best responsible bid, the following elements will be considered: Whether the bidder involved:

- A. Maintains a permanent place of business;
- B. Has adequate plant equipment to do the work properly and expeditiously;
- C. Has a suitable financial status to meet obligations incident to the work;
- D. Has appropriate and comparable technical experience.

Each bidder may be required to show that former work performed by their company has been handled in such manner that there are no just or proper claims pending against such work. No bidder will be acceptable if they are engaged in any other work which impairs their ability to finance this contract or provide proper equipment for the proper execution of the same.

7. LOCAL CONDITIONS. Each bidder should visit the site of the work to assess construction hazards, procedures, labor, necessary traffic control, and any other conditions and factors, local and otherwise, which would affect the prosecution and completion of the work and cost. It is understood that all such factors have been properly investigated and considered, as there will be no subsequent financial adjustment to any contract awarded based on unfamiliarity.
8. SALES TAX EXEMPTION. The City of Ottawa will provide a Kansas Sales Tax Exemption Certificate Number to the Contractor. The Contractor and each subcontractor shall be responsible for compliance with applicable Kansas Statutes.
9. BONDS. Bonds shall be executed on the form attached hereto, signed by a Surety Company authorized to do business in the State of Kansas and acceptable as Surety to the City of Ottawa and countersigned by a Kansas agent. With each bond there shall be filed with the City of Ottawa one copy of "Power of Attorney," certified to include the date of the bond.
 - A. Each Contractor, to whom work is awarded, will be required to furnish a Performance Bond to the City of Ottawa, Kansas, (Owner) in an amount equal to 100 percent of the amount of the contract awarded in each case.
 - B. In addition, each Contractor shall furnish also a Statutory Bond to the City of Ottawa, Kansas, as required by Statute, to guarantee the payment of all labor and material bills.
10. INSURANCE. The Contractor shall secure insurance to protect said contractor and the City of Ottawa against all hazards and claims, as enumerated herein. All policies shall be in amounts, form and companies satisfactory to the City of Ottawa, and:
 - A. Cover any or all subcontractors in their insurance policies, or
 - B. Require each subcontractor to secure insurance to protect themselves against all hazards enumerated herein which are not covered by the general contractor's policies.

All certificates of insurance required herein shall name the City of Ottawa as an insured party, and shall state that ten (10) days written notice shall be given to the City of Ottawa before the policy is canceled or changed. No Contractor or subcontractor will be allowed to start any construction work on this contract until certificates of all insurance required herein are filed with the City of Ottawa.

11. PUBLIC LIABILITY AND PROPERTY DAMAGE. The Contractor shall maintain insurance protecting against any and all claims and demands arising from injury to person or persons not in the employ of the Contractor, and against any and all claims and demands resulting from damage to any property due to any act or omission of the Contractor, their agents or employees, in the operation of the work or the execution of this contract. Such insurance shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the City of Ottawa prior to the completion and acceptance of all the work included in the contract.

Minimum limits for Public Liability and Property Damage insurance required are as follows:

Public Liability:

(a)	Each Occurrence	\$ 1,000,000
(b)	Aggregate	\$ 2,000,000

Property Damage:

(a)	Single Occurrence	\$ 1,000,000
(b)	Aggregate	\$ 2,000,000

12. CONTRACTUAL LIABILITY INSURANCE. The Contractor shall purchase and maintain Contractual Liability and Property Damage Insurance which will protect the City of Ottawa against any and all claims that might arise as a result of the operation of the Contractor and/or any subcontractors in fulfilling this contract.
13. EMPLOYER'S LIABILITY AND WORKER'S COMPENSATION. The Contractor shall secure and maintain Employees Liability and Worker's Compensation Insurance in an amount that is in conformity and compliance with the statutory requirements of the laws of the State of Kansas.

In case any class of employees is not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability coverage that will protect them against any claims resulting from injuries to and death of workers engaged in work under this contract.

14. CONTRACTOR'S CONTINGENT OR PROTECTIVE LIABILITY AND PROPERTY DAMAGE. In case part of this contract is sublet, the Contractor shall secure contingent or, Protective Liability and Property Damage Insurance to protect them from any and all claims arising from the operations of their subcontractors in the execution of work included in this contract. The coverage in each case shall be acceptable to the City of Ottawa.

15. AUTOMOBILE PUBLIC LIABILITY AND PROPERTY DAMAGE. The Contractor shall maintain Automobile Public Liability Insurance in the amount of not less than \$500,000 for injury to one person and \$1,000,000 for one accident; and Automobile Property Damage Insurance in the amount of not less than \$1,000,000 for one accident to protect them from any and all claims arising from the use of the following in the execution of work included in this contract:

- A. Contractor's own automobiles and trucks.
- B. Hired automobiles and trucks.
- C. Automobiles and trucks not owned by the Contractor.

Such insurance shall cover the use of automobiles and trucks both on and off the site of the project.

16. QUESTIONS. Questions concerning this project may be addressed to:

David Hamby, P.E., CFM
BG Consultants
785-727-7278
david.hamby@bgcons.com

17. SUBCONTRACTORS. Each Bidder must identify the names and addresses of the Subcontractors on the Proposal. The amount of subcontract work shall not exceed 50 percent of the work.

PROPOSAL

**TO THE HONORABLE MAYOR AND CITY COMMISSION
THE CITY OF OTTAWA
OTTAWA, KANSAS**

The undersigned hereby states that they have carefully examined the project, including these specifications and contract documents; have fully investigated the location, character, and extent of the work to be done as described under the "NOTICE TO CONTRACTORS" for the City of Ottawa, Kansas. They further certify that they are familiar with the type of work involved.

The undersigned, in compliance with your invitation for bids, hereby proposed to do the work called for in the project specifications and contract documents, and to furnish all labor, materials, tools, construction equipment, operating equipment, and all appurtenances necessary for the completion of the following work, at the unit prices listed on Page P-2:

The project consists of an estimated **40,426 SY** of Chip Seal. Restoration of pavement markings has been included for the North Street section. The proposals received will be weighed against the available budget, and the effort will be to complete as many of the listed projects as possible.

Street surface rehabilitation (as described) is required in the following locations, incorporating related/appurtenant work not listed, such as mobilization, etc.

STREET	FROM	TO	TYPE	AREA(SY)
N. Mulberry	Dundee	North St.	Chip Seal	4,507
North St.	Mulberry St.	Davis	Chip Seal	10,082
Lincoln	7th St.	15th St.	Chip Seal	12,907
King St.	Wilson St.	Massasoit	Chip Seal	3,715
Sycamore	Redjacket	Wilson	Chip Seal	3,376
Cleveland	Wilson St.	Forest St.	Chip Seal	4,002
Brockport	Locust St.	Cleveland St.	Chip Seal	613
Avon St.	Locust St.	Cleveland St.	Chip Seal	612
Addison St.	Locust St.	Cleveland St.	Chip Seal	613

"Chip Seal" indicates Single Bituminous Chip Seal in accordance with KDOT specifications and special provisions.

Proposal: 2025 Street Rehabilitation – Chip Seal OTTAWA, KANSAS

Item	Description	Est. Qty.	Unit	Unit Price	Total Price
1.	CRS-1H Emulsified Asphalt	14,149	Gallons	_____	_____
2.	3/8"x1/4" Trap Rock Cover Material	485	Tons	_____	_____
3.	Manipulation (Chip Seals)	40,426	S.Y.	_____	_____
4.	Pavement Marking (Multi-Component) (Yellow)(4")	7,044	L.F.	_____	_____
5.	Traffic Control	1	L.S.	_____	_____
GRAND TOTAL				_____	_____

Grand Total, Written _____

The notice of award will be issued by the City following Bid Opening. (The target date for Notice to Proceed is June 2, 2025). This notification will depend upon City Commission authorization.

The undersigned further proposes to enter into the contract and to furnish the specified bonds and other required documents within ten (10) days after contracts have been delivered to the contractor by the City. The undersigned further agrees to complete the entire work as awarded within the specified time limit.

This project shall be substantially completed by August 31, 2025. Five Hundred dollars (\$500) per day liquidated damages will be charged for every day thereafter until the job is completed and accepted by the CITY.

Accompanying this proposal is a bid bond in the amount of _____ dollars (\$_____) payable without condition to the City of Ottawa; Kansas, which it is agreed shall be retained as liquidated damages for the delay and extra expense caused the City of Ottawa, Kansas, if the undersigned fails to execute the contract and furnish the bonds required by the contract documents.

In submitting this proposal, it is understood that the right to reject any and all bids has been reserved, and that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

Dated this _____ day of _____, 2025.

Name of Bidder

Authorized Officer

Address of Bidder

Title

STATEMENT OF QUALIFICATIONS

SIMILAR PROJECTS COMPLETED (Name of Project, Address, Type of Improvement, Date, Value)

SIMILAR PROJECTS UNDER CONTRACT (Name of Project, Address, Type of Improvement, Date, Value)

PROPOSED EQUIPMENT TO BE USED ON PROJECT

FINANCIAL STATEMENT: Attached is a copy of my latest financial statement, duly sworn to in form approved by the City, listing assets and liabilities. In lieu of the financial statement, a bidder may submit evidence that he is pre-qualified with the Kansas Department of Transportation and is on the "current bidders list" for projects of this size and nature.

Bidder_____

By_____

Address_____

ANTICIPATED SUBCONTRACTORS

TYPE OF WORK TO SUB-LET: _____

Approximate Dollar Amount of Subcontract \$ _____

Probable Subcontractor _____

Address _____

TYPE OF WORK TO SUB-LET: _____

Approximate Dollar Amount of Subcontract \$ _____

Probable Subcontractor _____

Address _____

TYPE OF WORK TO SUB-LET: _____

Approximate Dollar Amount of Subcontract \$ _____

Probable Subcontractor _____

Address _____

Statement of Qualifications: The Contractor shall submit a statement of the subcontractor's qualifications and shall obtain written permission from the City prior to the actual subletting or assignment of any portion of the contract.

Bidder _____

By _____

Address _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, hereinafter called the Contractor, and _____ a corporation authorized under the laws of the State of Kansas and authorized to transact business in the State of Kansas as Surety, are held firmly bound unto the City of Ottawa, Kansas, hereinafter called the Owner, in the penal sum of _____ (contract amount), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

Signed, sealed and delivered this _____ day of _____ 20__.

WHEREAS, the above bounded Contractor has, on the _____ day of _____, 20__, entered into a written contract with the Owner for furnishing all materials, equipment, tools, superintendence, labor and other facilities and accessories necessary to complete the work as designated, defined and described in the Contract Documents, a copy of which is or may be attached hereto and which is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that, if the Contractor shall promptly and faithfully perform all of the covenants, conditions and obligations of the contract on his part, this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that whenever the Contractor shall be, and declared by the Owner to be in default under the Contract, the Owner having performed his obligation thereunder, the Surety shall promptly remedy the default or shall promptly (1) Complete the Contract in accordance with its terms and conditions, or (2) Obtain a Bid or Bids for submission to the Owner for completion of the contract under its original terms and conditions, and in Agreement between the Owner and surety, arrange for a Contract between such bidder and owner, and make available as work progresses, (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less than the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor; the amount of such funds not exceeding the amount set forth in the first paragraph hereof, including other costs and damages for which the Surety may be liable hereunder;

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due;

PROVIDED FURTHER, that no right of action shall accrue on this Bond to, or for the use of, any person or corporation other than the Owner named herein of the heirs, executors, administrators, or successors of the Owner; and

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, modification, or addition to the terms of the Contract, or the work to be performed thereunder, or the specifications, accompanying the same, shall in any way affect its obligation of this Bond, and it does hereby waive notice of

any change, extension of time, modification, or addition to the terms of the Contract, or to the work, or to the specifications;

IN TESTIMONY WHEREOF, said Contractor has duly executed these presents and said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

By _____
Attorney-in-Fact

This instrument shall be executed in 5 copies, all considered as originals.

Date of this instrument shall not be prior to date of Contract.

(A certified copy of the agent's Power of Attorney must be attached to each copy hereof.)

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, hereinafter called the Contractor, and _____ a corporation authorized under the laws of the State of Kansas and authorized to transact business in the State of Kansas as Surety, are held firmly bound unto the City of Ottawa, Kansas, hereinafter called the Owner, in the penal sum of _____ (contract amount), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

Signed, sealed and delivered this _____ day of _____ 20__.

WHEREAS, the above bounded Contractor has, on the _____ day of _____, 20__, entered into a written contract with the Owner for furnishing all materials, equipment, tools, superintendence, labor and other facilities and accessories necessary to complete the work as designated, defined and described in the Contract Documents, a copy of which is or may be attached hereto and which is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that, if the Contractor or the Subcontractor or Subcontractors of the Contractor shall pay all indebtedness incurred for supplies, materials or labor furnished, used or consumed in connection with or in about the construction or making of the above described improvement, including gasoline, lubricating oils, fuel oils, greases, coal and similar items used or consumed directly in furtherance of such improvement, this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDE FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, modification or addition to the terms of the Contract, or the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any change, extension of time, modification or addition to the terms of the Contract, or to the work or to the Specifications.

IN TESTIMONY WHEREOF, the said Contractor has duly executed these presents, and said Surety has caused these presents to be executed in its name, and its Corporate Seal is to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

By: _____
Contractor

By: _____
Surety

By: _____
Attorney –in-Fact

This instrument shall be executed in 5 copies, all considered as originals.

Date of this instrument shall not be prior to date of Contract.

(A certified copy of the agent's Power of Attorney must be attached to each copy hereof.)

(If the contract amount exceeds \$100,000, this document shall be filed by the Contractor with the Clerk of the District Court; filing fee shall be paid by the Contractor and proof of filing shall be provided to the Owner.)

608 - CHIP SEALS**SECTION 608****CHIP SEALS****608.1 DESCRIPTION**

Apply asphalt material to the existing surface, followed by an application of cover material, as specified in the Contract Documents.

BID ITEMS

Cover Material (*)
 Cutback Asphalt (*)
 Emulsified Asphalt (*)
 Asphalt Cement (*)
 Water (Flexible Pavement) (Set Price)
 Manipulation (Chip Seals)
 *Type and Grade

UNITS

Cubic Yard
 Ton
 Ton
 Ton
 M Gallon
 Station

608.2 MATERIALS

Provide materials that comply with the applicable requirements.

Aggregate for Cover Material	DIVISION 1100
Asphalt Material	DIVISION 1200
Water	DIVISION 2400

608.3 CONSTRUCTION REQUIREMENTS

a. Preparation of Surfaces. Before applying asphalt material, clean all foreign material from the surface to be treated. Broom surface to remove dust.

b. Protection of Adjacent Structures. Protect the surfaces of all structures and other roadway appurtenances from damage or splatter of asphalt material. Restore any damaged or splattered appurtenances to their original condition at own expense.

c. Temperature of Asphalt Materials at Time of Application. Apply asphalt material at the temperature specified in **TABLE 601-1**, or as shown on the producer's Bill of Lading.

d. Application of Asphalt Material. Using a distributor (see **subsection 155.2**), uniformly apply asphalt material at the rate shown in the Contract Documents. Equip and operate the distributor to prevent asphalt material from dripping on the pavement.

At the beginning of each spread, start the application on a strip of building paper, approximately 3 feet in width and 1 foot longer than the spray bar. If the spray cut-off is not positive, use paper at the end of each spread. Remove and dispose of the paper in a satisfactory manner. Open the spray bar when the distributor is moving forward at proper speed, unless the distributor is equipped to apply the specified rate from a standing start. Correct any skipped areas or deficiencies. Construct junctions (joints) of spreads to obtain a smooth riding surface.

Do not spread more asphalt material than can be immediately covered.

Regulate the distribution of the asphalt material to obtain a uniform application. Do not allow the distributor to "blow".

Frequently check and adjust the angle of the spray nozzles and the height of the spray bar to obtain uniform distribution. If the spray bar rises as the load is removed, contributing to drilling and streaking, modify the distributor to maintain a constant spray bar height. Immediately stop distribution should any nozzle malfunction. Correct any deficiency before distribution is resumed.

608 - CHIP SEALS

e. Application of Aggregate. Immediately following the application of the asphalt material, spread cover material with a self-propelled aggregate spreader in quantities designated in the Contract Documents. The tires of the trucks or aggregate spreaders shall not come in contact with the fresh asphalt material at any time.

Do not allow the asphalt material to remain uncovered long enough to impair retention of the cover material. Do not apply the spread width of the cover material greater than 6 inches wider than the spread width of asphalt material.

Uniformly cover the asphalt before rolling. Equip and operate spreading equipment to provide complete coverage. Brooming, dragging or blading of the cover material is prohibited before initial rolling. Perform any rearrangement of the cover material by hand methods. Avoid overlapping applications of cover material and remove all spillage from the surface.

At the time of delivery to the roadway, the moisture content of the cover material shall not exceed 3% by weight plus $\frac{1}{2}$ the water absorption of the aggregate. Do not let free moisture drain from the truck. The moisture limitations do not apply if lightweight aggregate is used.

When directed by the Engineer, moisten the cover material with water to eliminate or reduce the dust coating of the aggregate. Perform the moistening the day before the aggregate is used.

Any operation of equipment that results in displacement of the cover material or damage to the seal course is prohibited.

f. Rates of Application of Aggregate. When alternate types of cover material are shown in the Contract Documents, the quantities of aggregate and asphalt material are for the purpose of estimating and bidding only. Once the Contractor designates the alternate type of aggregate to be supplied, the total quantities to be used and paid for are determined by using the application rates in **TABLE 608-1**. No change in the contract unit price will be made.

The application rate shown in **TABLE 608-1** may be changed with written approval from the Engineer.

TABLE 608-1: RATES OF APPLICATION FOR CHIP SEAL				
Type	Composition	Aggregate Cu. Yd./Mile 24 foot width*	Asphalt Material Gal/Sq. Yd. Residue*	Asphalt Type**
CM-A	Sand-Gravel	105	0.20	CRS-1H
CM-B	Sand-Gravel	135	0.23	CRS-1H
CM-D	Crushed Sandstone	145	0.27	CRS-1H or RS-1H
CM-K	Limestone	140	0.24	RS-1H
CM-L-1	Lightweight	85	0.17	CRS-1H
CM-L-2	Lightweight	115	0.26	CRS-1H
CM-L-3	Lightweight	150	0.30	CRS-1H

*Rates shown are estimated and will be adjusted to comply with actual field conditions.

** Asphalt type may be changed with approval of the DME.

If the quantity of cover material computed from **TABLE 608-1** exceeds the amount used on the roadway, the Engineer will designate a stockpile location for this excess quantity. Locate the stockpile along the project, or at locations requiring a haul distance no longer than the most distant end of the project.

The maximum quantity of cover material to be stockpiled is as follows:

- The amount shown on the Contract Documents minus the amount used on the road when one type of cover material is shown in the Contract Documents.
- The amount determined by using the application rates in **TABLE 608-1** minus the amount used on the road when alternate types of cover material are shown in the Contract Documents.
- The amount specified by the Engineer minus the amount used on the road when the Engineer changes the application rates in **TABLE 608-1**.

Payment for the stockpiled material will be at the contract unit price per cubic yard of cover material.

g. Manipulation. Immediately following the application of cover material, embed using pneumatic rolling. Provide a minimum of 3 self-propelled pneumatic rollers. Check the tire pressures of all tires on all rollers every morning. Inflate all tires on a roller to the same pressure. Provide this information to the Engineer before work

608 - CHIP SEALS

begins. Complete the initial rolling within 5 minutes after application of cover material. If the air temperature is less than 70°F, then complete the initial rolling within 2 minutes after applying the aggregate. Proceed at a speed less than or equal to 5 miles per hour to prevent turning over aggregate. Make a minimum of 3 complete passes over the aggregate. Roll the aggregate so the entire width of the treatment area is covered in one pass of all the rollers. The total compacting width of each pneumatic-tired roller shall exceed 5 feet. The number of rollers for shoulders may be reduced based on the width of the shoulders and the width of the rollers.

If emulsified asphalt is used, cure the asphalt material a minimum of 4 hours before opening the roadway to unrestricted traffic. If polymer modified emulsified asphalt is used, the cure time shall be a minimum of 1 ½ hours before the traveled way is opened to unrestricted traffic. If traffic causes excessive chip loss, increase the cure time until excessive chip loss is eliminated.

On seals using CM-A, or B, the Engineer may require the use of a steel roller for one of the coverages, provided excessive crushing of the cover material does not occur.

Do not turn rollers on the sealed surface.

When required, apply additional cover material and roll it with the pneumatic rollers as directed by the Engineer.

Broom the loose cover material from the surface of the traveled way as soon as the asphalt material has cured enough to prevent damage by brooming or vehicular traffic. Continue periodic brooming until all loose aggregate has been removed. Perform a minimum of 1 light brooming of the cover material, before opening to traffic. Additional broomings may be required before opening to traffic to prevent the cover material from being picked up by moving vehicles. Broom excess cover material from the shoulder.

The Contractor may seal in 1 lane for the entire day.

When CM-B and cutback asphalt are specified in the Contract Documents, begin a second period of manipulation on the day following the first rolling, or as soon thereafter as weather conditions permit. This manipulation consists of spreading the loose cover material uniformly over the surface and rolling with the type of rollers specified by the Engineer. The rolling operation consists of 2 complete coverages of the previous day's work. Following the second day's rolling, broom excess cover material off the traveled way and shoulders, as directed by the Engineer.

h. Maintenance of Completed Work. When directed by the Engineer, add asphalt material and aggregate to completed portions of the project. All additional asphalt material and aggregate so ordered will be included in the pay quantities. Spreading and rolling of additional aggregate will not be paid for separately, but is considered as subsidiary to the item of "Manipulation (Chip Seals)".

If the shoulder vegetation is not sufficient to define the edge of the traveled way, broom and blade the excess cover material off the shoulder to provide delineation.

i. Treatment of Adjacent Areas. When shown in the Contract Documents, seal the existing intersections and entrances, mailbox turnouts, etc. having asphalt surfaces. Seal all widened areas. Asphalt and cover material for this work is included in the contract quantities and will be paid for at the contract unit price.

j. Maintenance of Traffic. Maintain traffic according to **DIVISION 800** and the following.

Coordinate all construction operations to result in the least practicable delay of traffic. Maintain one-way traffic and restrict traffic speeds to 30 MPH on bare pavement and 20 MPH on freshly applied seal. Use pilot cars to lead one-way traffic through the areas of distribution and curing. Coordinate the work so the pilot car completes a round trip in 15 minutes or less. Do not delay traffic at more than 2 separate locations of work on a project.

Station one flagger immediately ahead of the application of the asphalt material and one flagger immediately behind the section being cured. Move the signs and flaggers forward as the work progresses.

Complete all brooming activities before opening the traveled way to unrestricted traffic.

On projects where asphalt sealing is constructed in connection with other work from which traffic is detoured, the provisions of this subsection do not apply. Restrict the speed of all equipment traveling on the freshly applied seal to 20 MPH for 24 hours.

k. Seasonal and Weather Limitations.

(1) Construct asphalt sealing using cutback asphalt between May 1 and October 15, when the ambient air temperature is 60°F and rising.

(2) Construct asphalt sealing using emulsified asphalt between June 1 and September 15, when the ambient air temperature is 60°F and rising, and the pavement temperature is a minimum of 70°F.

608 - CHIP SEALS

(3) Construct asphalt sealing using asphalt cement between June 1 and September 1, when the ambient air temperature is 70°F and rising, and the pavement temperature is a minimum of 80°F.

When aggregate retention is unsatisfactory, suspend sealing. Do not seal when the surface is wet, or the weather is foggy or rainy. These limitations may be modified with written approval from the Engineer.

If the seal is damaged or lost, due to rain or wet pavement, repair or re-seal the damaged pavement.

l. Observation Period. If the chip seal is constructed in accordance with the seasonal limitations in **subsection 608.3k.**, the Engineer, along with the Contractor, will inspect the seal, 30 days after work is completed on the seal. If the seasonal limitations in **subsection 608.3k.** are modified, the Engineer, along with the Contractor, will inspect the seal between May 1 and April 1 the following year. Repair areas where there is no cover material left in place (bare areas) as directed by the Engineer:

- In 5% the wheel paths; and
- Individual areas ≥ 10 square yards; and
- Where the total square yards of bare areas is greater than 5% of the total square yards of the seal.

m. Pavement Smoothness. Chip seals are excluded from profilograph testing, and not eligible for pay adjustments.

608.4 MEASUREMENT AND PAYMENT

The Engineer will measure cover material by the cubic yard. The material will be measured in the vehicle at the time and place of unloading. No deductions will be made for moisture in the cover material.

The Engineer will measure asphalt material by the ton. Deductions will be made for the number of tons that are not placed on the road surface.

The Engineer will measure manipulation by the Station, along the centerline. On divided highways, the Engineer will measure manipulation by the Station, along the centerline of each divided direction. This includes all widened and irregular areas and irregular variations in depth.

The Engineer will measure ordered water by the M Gallon by means of calibrated tanks or water meters.

Payment for "Cover Material", "Cutback Asphalt", "Emulsified Asphalt", "Asphalt Cement" and "Manipulation (Chip Seals)" at the contract unit prices and "Water (Flexible Pavement) (Set Price)" at the contract set unit price is full compensation for the specified work.

When the Contract Documents call for asphalt cement for chip seals, the following provisions apply:

- If the work is not completed by September 1, and when ordered by the District Engineer in writing, change the type of asphalt material to cutback asphalt.
- If approved changes are made, the unit price for cutback asphalt will be the contract price for asphalt cement plus or minus the difference in the invoice price of the two materials at the refinery at the time of application.

Such measurement and payment is full compensation for the work specified.

1108 - AGGREGATES FOR COVER MATERIAL

SECTION 1108

AGGREGATES FOR COVER MATERIAL

1108.1 DESCRIPTION

This specification covers aggregates for cover material to be used for asphalt sealing of the type shown in the Contract Documents for each project.

1108.2 REQUIREMENTS

a. Composition. Provide sand-gravel, lightweight aggregate, crushed limestone, crushed sandstone, crushed or uncrushed gravel for cover material. Use expanded shale as lightweight aggregate.

b. Quality Requirements.

- Soundness, minimum (KTMR-21) 0.90
 - Wear, Maximum (AASHTO T 96)
 - Sand-gravel, Gravel or Limestone 40%
 - Sandstone 45%
 - Lightweight aggregate 30%
 - Absorption, maximum (KT-6, Procedure I) 4.0%
- (All types except CM-L)

c. Product Control.

(1) Size Requirements. Use various size cover material that comply with **TABLE 1108-1**. Determine the gradation factor according to Part V, Section 5.10.5-Fineness Modulus of Aggregates (Gradation Factor).

(2) Deleterious Substances. Do not exceed the following deleterious substances by weight:

- Shale or Shale like material (KT-8) 1.5%
- Clay lumps and friable particles (KT-7) 1.5%
- Coal (AASHTO T-113) 0.5%
- Sticks (wet) (KT-35) 0.1%
- Sum of all deleterious..... 2.0%

TABLE 1108-1: GRADATION REQUIREMENTS FOR AGGREGATES FOR COVER MATERIAL

Type	Composition	Percent Retained-Square Mesh Sieves*							Minimum Gradation Factor
		¾"	½"	3/8"	No. 4	No. 8	No. 50	No. 200	
CM-A	Sand-Gravel		0	0-20	30-100	85-100		98-100	
CM-B	Sand-Gravel		0	0-25		35-100	90-100	98-100	4.00
CM-C	Crushed Stone	0	0-12	40-100	95-100			98-100	
CM-D	Crushed Sandstone	0	0-5	15-35	70-100	95-100		98-100	
CM-G	Sand-Gravel, or Crushed Sandstone		0	0-15	45-100	95-100		99-100	
CM-H**	Crushed Stone	0	0-5		40-100	90-100		98-100	
CM-J**	Sand-Gravel	0	1-20			30-100	90-100	96-100	
CM-K	Crushed Limestone	0	0-5	15-35	70-100	95-100		98-100	
CM-L-1	Lightweight Aggregate	0	0	0-10	10-40	85-100		98-100	
CM-L-2	Lightweight Aggregate	0	0-5	0-15	70-100	90-100		98-100	
CM-L-3	Lightweight Aggregate	0-15	0-60	65-100	95-100			98-100	

*After removal of all deleterious substances.

**Do not specify Types CM-H and CM-J for Federal Aid projects.

1108 - AGGREGATES FOR COVER MATERIAL

d. Stockpiling. Stockpile and handle aggregates in such a manner to prevent detrimental degradation and segregation, the incorporation of appreciable amounts of foreign material, and the intermingling of stockpiled materials.

1108.3 TEST METHODS

Test aggregates according to the applicable provisions of **SECTION 1115**.

1108.4 PREQUALIFICATION

Prequalify aggregate sources according to **subsection 1101.4**.

1108.5 BASIS OF ACCEPTANCE

Aggregates covered by this subsection are accepted based on the procedures described in **subsection 1101.5**.

1203 - EMULSIFIED ASPHALT

SECTION 1203

EMULSIFIED ASPHALT

1203.1 DESCRIPTION

This specification covers emulsified asphalt used for asphalt mixes, surface sealing, microsurfacing and tack coats.

1203.2 REQUIREMENTS

a. General. Provide emulsified asphalt that is an intimate, homogenous mixture of base asphalt and emulsifying agent held suspended in water. Certain emulsified asphalt grades may contain petroleum distillates.

The grade of material is designated in the Contract Documents. The KDOT reserves the right to change the grade and class as necessary due to aggregate type, road surface or weather conditions. Make the required change after being notified in writing by the KDOT.

Provide emulsified asphalt that remains homogenous and stable during transportation, storage and distribution. Material that performs unsatisfactorily in any of the above situations will be rejected even if the material passes all laboratory tests.

b. Chemical and Physical Requirements. Provide emulsified asphalt that complies with TABLES 1203-1, 1203-2 and 1203-3.

TABLE 1203-1: SPECIFICATIONS FOR ANIONIC EMULSIFIED ASPHALT								
	RS-1H/ RS-1HP		SS-1H		MS-1		SS-1HP	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Viscosity, Saybolt Furol								
At 77°F, sec.	-----	-----	10	100	-----	-----	10	75
At 122°F, sec.	75	300	-----	-----	100	400	-----	-----
Residue by Distillation, (% by Mass).....	65	-----	57	-----	65	-----	57	-----
Oil Distillate, (% by Volume). .	-----	-----	-----	-----	-----	8	-----	-----
Storage Stability, % ¹	-----	1	-----	1	-----	1	-----	-----
Demulsibility:								
35 ml of 0.02 N CaCl ₂ , % . .	60	-----	-----	-----	-----	-----	-----	-----
50 ml of 0.1 N CaCl ₂ , % . .	-----	-----	-----	-----	75	-----	-----	-----
Sieve Test, % Retained.	-----	0.50	-----	0.50	-----	0.50	-----	0.1
Tests on Distillation Residue:								
Penetration, 77°F, 100g, 5 sec.	75	150	75	125	300	-----	75	150
Solubility, %	97.5	-----	97.5	-----	97.5	-----	-----	-----
Ductility, 77°F, mm.	800	-----	800	-----	-----	-----	-----	-----
Ductility, 39°F, mm	-----	-----	-----	-----	-----	-----	100	350
Elastic Recovery @ 50°F, 20 cm elongation, %	60 ²	-----	-----	-----	-----	-----	25	-----

¹ If the Contractor's storage tanks are equipped with a mechanical propeller type agitation device, and the entire contents of the tank are thoroughly mixed before each day's use, the requirement for satisfactory compliance with the storage stability test will be waived.

² RS-1HP only

1203 - EMULSIFIED ASPHALT

TABLE 1203-2: SPECIFICATIONS FOR CATIONIC EMULSIFIED ASPHALT								
	CRS-1H/ CRS-1HP		CSS-1H/ CSS-1HM		CMS-1		CSS-Special	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Viscosity, Saybolt-Furol:								
At 77°F, sec.	-----	-----	10	60	-----	-----	----	----
At 122°F, sec.	75	300	-----	-----	100	400	----	----
Residue by Distillation, (% by Mass).....	65	-----	57	-----	65	-----	64.0 ¹	66.0 ¹
Oil Distillate, (% by Volume).	-----	3	-----	-----	-----	8	----	0.5
Storage Stability, %	-----	1	-----	1	-----	1	----	----
Sieve Test, % Retained.	-----	0.50	-----	0.50	-----	0.50	----	0.1
Tests on Distillation Residue:								
Penetration, 77°F, 100g, 5 sec	75	150	50	100	300	-----	-25% ²	+25% ²
Solubility, %	97.5	-----	97.5	-----	97.5	-----	----	----
Ductility, 77°F, mm. . . .	800	-----	800	-----	-----	-----	----	----
Viscosity, Saybolt-Furol, 180°F, sec.	-----	-----	-----	-----	300	700	----	----
Elastic Recovery @50°F, 20 cm elongation, %	60 ³	----	----	----	----	----	----	----

¹ Use modified AASHTO T 59 procedure – distillation temperature of 350°F with a 20 minute hold.

² Penetration will be determined by the producer and submitted to the Chief Chemist at the time of prequalification.

³ CRS-1HP only

TABLE 1203-3: SPECIFICATIONS FOR EMULSION BONDING LIQUID		
	EBL	
Tests on Emulsion:	Min.	Max.
Viscosity, Saybolt-Furol @ 122°F, sec	25	125
Storage Stability Test ¹ , 24 h, %		1
Sieve Test ² , % Retained		0.3
Residue by Distillation, %	63	
Oil Distillate by Distillation, %		2
Demulsibility, % (35 ml, 0.02 N CaCl ₂) (Anionic Version)	60	
Demulsibility, % (35 ml, 0.8% Dioctyl Sulfosuccinate) (Cationic Version)		
Tests on Distillation Residue:	Min.	Max.
Penetration, 77°F, 100g, 5 sec	90	150
Elastic Recovery ³ , %	60	

¹ After sitting undisturbed for 24 hours, the sample shall show no more than 5 ml of the white latex residue.

² The sieve test is waived if successful application of the material has been achieved in the field.

³ Elastic recovery, AASHTO T 301, 50°F, 20 cm elongation, 5 minute hold, % min., run on Distillation Residue.

c. Mixing Grade Emulsions. Formulate mixing emulsions (MS-1 and CMS-1) for use with regional aggregate types. In general, these will be crushed limestone and/or dolomite with sand for the eastern section of the state and sand-gravel with mineral filler for the central and western sections. Formulate emulsions for use by both windrow and plant mixing methods and for either damp or dry aggregates. Provide an emulsion formulated for the intended end use if these conditions cannot be met by a single formulation. Provide an emulsion that enables material in a stockpile to easily be removed at temperatures as low as 39°F for an extended period of time after mixing.

1203 - EMULSIFIED ASPHALT

d. Modified Emulsions, RS-1HP, CRS-1HP and CSS-1HM and CSS-Special

(1) Provide anionic emulsified asphalt (RS-1HP) that complies with **TABLE 1203-1** or cationic emulsified asphalt (CRS-1HP or CSS-1HM) that complies with **TABLE 1203-2**.

(2) Provide a modified emulsion that contains a minimum of 3.0 percent polymer solids by weight of asphalt.

(3) Provide a modified emulsion that shows no more than 5 ml of the white latex residue after sitting undisturbed for 24 hours.

(4) For use in Microsurfacing. Formulate the modified emulsified asphalt so that if the paving mixture is applied at a thickness of 1 inch, and the relative humidity is not more than 50 percent with the ambient air temperature at least 75°F, it will cure sufficiently so rolling traffic can be allowed on the pavement in 1 hour with no damage to the surface. It must show no separation after mixing.

1203.3 TEST METHODS

a. Test in accordance with the applicable provisions of AASHTO T 44, T 49, T 51, and T 59.

b. When testing modified emulsions, test the Elastic Recovery using AASHTO T 301. In addition, modify the distillation procedure of AASHTO T 59 as follows:

“Slowly bring the temperature of the lower thermometer to $350 \pm 9^\circ\text{F}$ and maintain for 20 minutes. Complete the distillation in 60 ± 15 minutes from the first application of heat.”

1203.4 PREQUALIFICATION

Prequalify material under this specification according to **SECTION 1201**.

1203.5 BASIS OF ACCEPTANCE

See applicable requirements under **SECTION 1201**.

May 8, 2025

DJ Welsh
Director of Public Works
City of Ottawa
101 S. Hickory St., PO Box 60
Ottawa, KS 66067

Re: 2025 Street Rehabilitation – Asphalt
Ottawa, Kansas
25-1004L

Dear DJ:

The bid letting for the 2025 Street Rehabilitation - Asphalt was conducted May 8, 2025. Five (5) bids were received, which ranged from \$109,872.50 to \$145,570.03. The engineer's estimate was \$142,081.50. Barkley Asphalt Co., Inc. submitted the low bid.

We have not worked with Barkley Asphalt Co., Inc. on past construction projects so we requested and checked the references they provided. The references gave very high reviews of the company and their work. I also contacted the company and made sure they were comfortable with their bid, and they indicated that they were. It is our opinion that they are qualified to complete this project.

Please find attached the bid tabulations for this project. If you have any questions or need additional information, please call.

Sincerely,

BG CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'D. J. Hamby', with a stylized flourish at the end.

David J. Hamby, P.E., CFM
Vice President

Attachments

May 8, 2025

DJ Welsh
Director of Public Works
City of Ottawa
101 S. Hickory St., PO Box 60
Ottawa, KS 66067

Re: 2025 Street Rehabilitation – Chip Seal
Ottawa, Kansas
25-1004L

Dear DJ:

The bid letting for the 2025 Street Rehabilitation – Chip Seal was conducted May 8, 2025. Two (2) bids were received which ranged from \$121,491.45 to \$146,941.10. The engineer's estimate was \$148,029.30. Vance Brothers, Inc. submitted the low bid.

We have worked with Vance Brothers, Inc. on past construction projects and they have worked on previous City projects. It is our opinion that they are qualified to complete this project.

Please find attached the bid tabulations for this project. If you have any questions or need additional information, please call.

Sincerely,

BG CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'D. J. Hamby', with a stylized flourish at the end.

David J. Hamby, P.E., CFM
Vice President

Attachments

Current Pavement Type	Street	From	To	Length	Width	Area (SQ.YD.)	Proposed 2025
Asphalt	N. Mulberry	Dundee	North St.	1513	28	4707	Chip and Seal
Asphalt	North St.	Mulberry St.	Davis	3490	28	10858	Chip and Seal
Asphalt	Lincoln	7th St.	15th St.	5280	22	12907	Chip and Seal
Asphalt	King St.	Wilson St.	Massasiot	1592	20	3538	Chip and Seal
Asphalt	Sycamore	Redjacket	Wilson	1048	30	3493	Chip and Seal
Asphalt	Cleveland	Wilson St.	Forest St.	2001	18	4002	Chip and Seal
Asphalt	Brockport	Locust St.	Cleveland St.	362	15	603	Chip and Seal
Asphalt	Avon St.	Locust St.	Cleveland St.	362	15	603	Chip and Seal
Asphalt	Addison St.	Locust St.	Cleveland St.	365	15	608	Chip and Seal
Asphalt	7th St.	Cedar St.	Cherry St.	1996	22	4879	Mill and Overlay
Asphalt	14th St.	Main St.	Cedar St.	758	30	2527	Mill and Overlay

Agenda Item: XI.F

City of Ottawa
City Commission Meeting
May 14, 2025

TO: Mayor & City Commission
SUBJECT: Approve Right-of-Way Use Agreement to allow the installation and ongoing private use of a 4-inch private sanitary sewer line within a public right-of-way (ROW) to connect the undeveloped parcel at 133 S. Cedar Street to the City's sanitary sewer system, as no adjacent public sewer currently exists.
INITIATED BY: Neighborhood & Community Services
PREPARED BY: City Manager
AGENDA: New Business

Recommendation: Approve of Right of Way Use Agreement between the City of Ottawa and Legacy Homes of Ottawa, LLC to allow the installation and ongoing private use of a 4-inch private sanitary sewer line within a public right-of-way (ROW) to connect the undeveloped parcel at 133 S. Cedar Street to the City's sanitary sewer system, as no adjacent public sewer currently exists.

Background: The need for the Right-of-Way Use Agreement arises from a longstanding infrastructure gap affecting the property at 133 S. Cedar Street, which lacks direct access to public sanitary sewer service despite being located within Ottawa's developed urban core.

Historical development patterns and the absence of utility extensions across certain infill parcels have left the lot effectively undevelopable under current standards. The nearest accessible sewer main is located in a public right-of-way situated behind adjacent parcels at 309 and 311 E. Second Street, necessitating the proposed route.

To address this deficiency and enable the construction of a single-family home, the property owner, Legacy Homes of Ottawa, requested permission to install a private sewer line through the existing City-owned right-of-way. The agreement formalizes this arrangement, ensuring legal clarity, compliance with municipal standards, and protection of City interests while supporting infill development and the broader public interest in expanding housing availability and the local tax base.

Analysis: The agreement allows the installation and ongoing private use of a 4-inch private sanitary sewer line within a public right-of-way (ROW) to connect the undeveloped parcel at 133 S. Cedar Street to the City's sanitary sewer system, as no adjacent public sewer currently exists.

The Right-of-Way Use Agreement authorizes Legacy Homes of Ottawa to install and maintain a private 4-inch sanitary sewer line within a designated City right-of-way to serve a single-family residence at 133 S. Cedar Street.

The agreement formalizes the City's consent for this private use, stipulating that all installation, maintenance, and use must comply with City ordinances, approved construction plans, and applicable legal standards.

The property owner assumes full responsibility for construction, repair of any damage to public infrastructure, and ongoing maintenance of the sewer line. The City retains all rights to the right-of-way and may require the relocation of the private line at the owner's expense if necessary.

The property owner also agrees to indemnify the City against any liability arising from the installation or use of the sewer line, excluding claims resulting from City negligence. The agreement is binding on future property owners, will be recorded with the Franklin County Register of Deeds, and will automatically terminate if public sewer service becomes directly accessible to the property.

Financial Considerations: This action presents no financial burden to the City and aligns with broader goals of supporting residential infill development without creating long-term municipal maintenance obligations. Approval of the proposed Right-of-Way Use Agreement will have no direct fiscal impact on the City of Ottawa.

All costs associated with the construction, installation, maintenance, repair, and potential relocation of the private sanitary sewer line within the public right-of-way are the sole responsibility of the property owner.

The agreement includes clear provisions requiring the property owner to repair any damage to public infrastructure and to indemnify the City against liability arising from their use of the right-of-way. City staff involvement is limited to standard plan review, agreement administration, and enforcement of applicable codes and standards.

Legal Considerations: Approve as to Form. The Right-of-Way Use Agreement was authored by City Attorney Blaine Finch.

Recommendation/Action: Approve of Right of Way use agreement and authorize the necessary signatures.

- Take Action at the May 15, 2025 Regular Meeting
 - Approve of Right of Way Use Agreement between the City of Ottawa and Legacy Homes of Ottawa, LLC to allow the installation and ongoing private use of a 4-inch private sanitary sewer line within a public right-of-way (ROW) to connect the undeveloped parcel at 133 S. Cedar Street to the City's sanitary sewer system, as no adjacent public sewer currently exists.
 - Authorize the Necessary Signature.
- Refer the Item to a future meeting for continued deliberation and consideration.

Attachments: XI.F.1 RoW Agreement (4 pp); XI.F.2 Area Sewer Service Map (1 pg); XI.F.3 Sketch of Sewer Line Route (1 pg)

RIGHT-OF-WAY USE AGREEMENT

THIS RIGHT-OF-WAY USE AGREEMENT (the “**Agreement**”) is made and entered into as of this _____ day of _____, 2025, by and between _____, as Legacy Homes of Ottawa, a Domestic Limited Liability Corporation, (hereinafter, the “**Property Owner**”) and the City of Ottawa, Kansas, a municipal corporation (hereinafter, the “**City**”) (Each a “**Party**” and collectively the “**Parties**”).

BACKGROUND

WHEREAS, The Property Owner owns the property located at what is commonly known as 133 S Cedar St., Ottawa, KS 66067, and more particularly described as follows:

THE WEST 65 FEET OF THE S. ½ OF LOT 33 AND THE WEST 65 FEET OF LOT 35, IN BLOCK 61, IN THE CITY OF OTTAWA, FRANKLIN COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF

(hereinafter, the “**Property**”); and

WHEREAS, there exists on the property conditions that would render the lot undevelopable if sewer service were not available; to wit there is no public sewer service adjacent to the lot and the closest line is in the alleyway to the east with the properties at 309 and 311 E. Second Street in between, and,

WHEREAS, there is, on the subject property and the lots at 309 and 311 E. Second Street, a public right of way for a ____ foot wide public way which also includes the right to install infrastructure which may be in the public’s interest,

A strip of land ____ feet wide lying north of the center line of E. Second Street running east from the intersection of Cedar Street and Second Street to the west line of the alleyway in the middle of the block.

(hereinafter, the “**City Right-of-Way**”); and,

WHEREAS, the city has determined that creating housing, eliminating undevelopable lots, and adding to the tax base of the city is all in the public interest, and,

WHEREAS, the Parties agree to the Property Owner’s installation of private sewer lines and use of the City Right-of-Way for that purpose and hereby execute this Agreement to document the terms of said use;

NOW THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth in the Agreement, the Parties do hereby agree on the terms set forth below as follows:

1. The Parties agree and consent to Property Owner’s installation of a private sewer line in the City Right-of-Way and to Property Owner's non-exclusive use of the City Right-of-Way for the purpose of connection of private sewer to the City connection, for the sole purpose of

serving one single family residence constructed on the lot at 133 S. Cedar Street. This installation, access, and use shall in all matters and at all times be in accordance with the terms of this Agreement, City ordinances, related City-approved plans, related City-approved variances granted and/or executed in relation to this Agreement.

2. The Property Owner shall construct or cause to be constructed the approved a private sewer line in the City Right-of-Way pursuant to all applicable City ordinances and City-approved plans and in a manner that minimizes adverse impact on any Public Improvements and neighboring properties, as reasonably determined by the City. The approved plans are attached hereto as Exhibit A and incorporated by reference. All technical standards governing construction, reconstruction, installation, operation, testing, use, and maintenance in the City Right-of-Way shall be in accordance with applicable present and future federal, state, and City laws and regulations.
3. All earth, materials, sidewalks, paving, crossings, utilities, public improvements, or improvements of any kind located within the City Right-of-Way damaged or removed by the Property Owner in its activities under this Agreement shall be fully repaired or replaced promptly by the Property Owner without cost to the City and in accordance with City regulations and standards. Any cuts and backfill shall be finish graded, seeded and covered with straw.
4. Except in the event of an emergency, as reasonably determined by the City, the Property Owner shall comply with all laws, rules, regulations, policies, resolutions, or ordinances now or hereinafter adopted or promulgated by the City relating to any construction, reconstruction, repair, or relocation of those items and sewer lines located in the City Right-of-Way which would require any street closure which reduces traffic flow. Notwithstanding the foregoing exception, all work including emergency work performed in the City Right-of-Way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected.
5. The Parties agree that it shall be the responsibility of the Property Owner to take adequate measures to maintain, protect, and defend their private sewer line located in the City Right-of-Way from harm or damage. The Parties further agree that it shall be the responsibility of the Property Owner to maintain the private sewer line in the City Right-of-Way. The City shall not be liable for any damage to the line caused by the activities of city personnel working in or near the right of way.
6. The Parties agree that the Property Owner's use of the City Right-of-Way shall in all matters be subordinate to the City's use or occupation of the City's Right-of-Way. Without limitation of its rights, the City expressly reserves the right to exercise its governmental powers now and hereafter vested in or granted to the City.
7. In the event the City requires the Property Owner or their successor in interest to relocate the private sewer line, the Property Owner or their successor shall move the line at their own expense without delay.
8. The Property Owner shall indemnify, save, and hold harmless the City from any and all costs,

liability, expenses, damages, suits, judgments and claims of any nature whatsoever, arising out of or in connection with their use of the City Right-of-Way and the provisions or performance of this Agreement, except for matters arising out of the negligent or willful acts of the City, its employees, or agents.

9. The Parties agree that this Agreement shall be recorded against the real property commonly known as 133 South Cedar Street, Ottawa, Kansas, 66067, and shall run with said land, binding all successors in title thereto.
10. Failure to abide by the conditions and restrictions of this Agreement shall result in the immediate termination of the Agreement.
11. This agreement shall automatically terminate at such time as the parcel at 133 S. Cedar Street has access to a public sewer adjacent to the property.
12. The City or the Property Owner may cause a copy of this Agreement to be recorded with the Franklin County Register of Deeds.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date above first written.

PROPERTY OWNER

Name:

Legacy Homes of Ottawa, LLC
George Ogle

Date

CITY OF OTTAWA, KANSAS

Approved by the Governing Body of the City of Ottawa, Kansas this _____ day of _____, 20____.

Emily Allen, Mayor

Date

Brian Silcott, City Manager

Date

ATTEST:

Melissa Reed, City Clerk

Exhibit A: Deed



I want to...

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126 S CEDAR,
Ottawa,
KS 66067

126 S CEDAR,
Ottawa,
KS 66067

225 E 2ND ST,
Ottawa,
KS 66067

123 S CEDAR,
Ottawa, KS 66067

127 S CEDAR,
Ottawa, KS 66067

131 S CEDAR,
Ottawa, KS
66067

133 S CEDAR,
Ottawa, KS
66067

309 E 2ND
ST, Ottawa,
KS 66067

311 E 2ND
ST, Ottawa,
KS 66067

124 S OAK,
Ottawa,
KS 66067

130 S OAK,
Ottawa,
KS 66067

313 E 2ND
ST, Ottawa,
KS 66067

315 E 2ND ST,
Ottawa, KS 66067

G05-012
17.29'

209 E 2ND
ST, Ottawa,
KS 66067

E 2 ST

222 E 2ND ST,
Ottawa, KS 66067

201 S CEDAR,
Ottawa, KS 66067

320 E 2ND
ST, Ottawa,
KS 66067

204 S OAK,
Ottawa,
KS 66067

H05-050
8.98'

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2023



0 15 30ft



5 Cedar
 2 ↓

133 S Cedar

1309 E 2nd

311 E 2nd

Alley

← Proposed sewer line

5' sidewalk

98' →

00 Water Meters

Gas main

Water meter

Water main

KG Excavating Service Inc

1801 South Princeton St

Ottawa, KS 66067

E 2nd

City Council Back to Agenda

Agenda Item: XI.G

**City of Ottawa
City Commission Meeting
May 14, 2025**

TO: Mayor & City Commission
SUBJECT: Consider Tourism Advertising Funding Request from Ottawa Main Street
INITIATED BY: Ottawa Main Street Association
PREPARED BY: City Clerk & City Manager
AGENDA: New Business

Recommendation: Consider a request from Ottawa Main Street Association for tourism funding to purchase television advertising on Kansas City station FOX4.

Background: FOX4 Zip Trips are a series of summer broadcasts that spotlight different cities and communities in the Kansas City metro area. The broadcasts highlight attractions, businesses, events, and civic pride, offering significant media exposure. Ottawa is proposed as one of the featured destinations on July 25, 2025. Ottawa Main Street Association (OMSA), requests funding for a local private-public partnership with the City of Ottawa, Franklin County, OMSA, the Ottawa Chamber of Commerce, and local business to cost share sponsorship.

Analysis: The sponsorship package contained in OMSA's presentation for their request is below:

- Broadcasted weather segments featuring Ottawa from 7–9 a.m.
- Commercial spots on FOX4
- Digital advertisements with an estimated 1 million impressions
- Optional homepage takeover promotions
- Inclusion of local businesses and community branding

Two options are proposed for investment:

- Option 1 (\$23,700) includes participation from 18 businesses
- Option 2 (\$14,500) includes participation from 9 businesses

Financial Considerations: The proposal includes financial participation from the City of Ottawa. Option 1 requests an \$8,000 contribution; Option 2 requests \$4,000. Both proposals divide the remaining balance among Franklin County, Ottawa Main Street, the Ottawa Chamber, and local businesses. City participation could be funded through the economic development fund.

Legal Considerations: None at this time.

Recommendation/Action: It is recommended the City Commission consider a request from Ottawa Main Street Association for tourism funding to purchase television advertising on Kansas City station FOX4.

- Take action at the May 14, 2025 Regular Meeting
- Recommend the item be moved to a future City Commission meeting for further discussion and consideration.

Attachments: Zip Trip Sponsorships 2025 Destination Presentation

2025 FOX4 Zip Trips

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WDAF-TV • KANSAS CITY



fox4kc.com   

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FOX4 Zip Trip Locations

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2025 FOX4 ZIP TRIP Dates:

- Fri, 5/30 – TBD, MO
- Fri, 6/13 – TBD, KS
- Fri, 6/27 – TBD, MO
- Fri, 7/11 – TBD, MO
- Fri, 7/25 – Ottawa, KS
- Fri, 8/8 – TBD, KCMO







ZIP TRIP WEATHER SPONSOR

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Option 1

As the Weather Sponsor, FOX4 to provide:

- Estimated 6 total events hosted from June thru August (weather permitting)
- As Weather sponsor, (CLIENT) logo will be included on the Special Zip Trip Weather Open during 7am, 8am, 9am.
- Client logo included in the billboard prior to MAIN weather reports 7am-9am. Includes logo and audio (This Zip Trip Weather segment brought to you by.....).
- Logo inclusion on 25,000 digital display ads (each week of event) promoting Zip Trips on fox4kc.com. Total of 175,000 for campaign.
- Minimum of 1 million impressions served on fox4kc.com weather section.
- 6x :30 second commercials to air each Friday 7a-10 am per week. **Total of 36x**
- If client is a destination location, then they will receive 2x Home Page Takeover ads leading up to the day of their event—estimated 300,000 impressions.
- **Total Investment: 23,700**

Investment Breakout: **\$23,700**

Option 1

Example Break Down:

Ottawa Area and Eighteen Local Businesses are featured in this Campaign

Ottawa City pays: \$8,000

Franklin County pays: \$8,000

Ottawa Main Street pays: \$2,000

Ottawa Chamber Pays: \$2,000

18 Businesses Pay: \$3,700

****Each business owner pays \$206.00**



ZIP TRIP WEATHER SPONSOR

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Option 2

As the Weather Sponsor, FOX4 to provide:

- Estimated 6 total events hosted from June thru August (weather permitting)
- As Weather sponsor, (CLIENT) logo will be included on the Special Zip Trip Weather Open during 7am, 8am, 9am.
- Client logo included in the billboard prior to MAIN weather reports 7am-9am. Includes logo and audio (This Zip Trip Weather segment brought to you by.....).
- Logo inclusion on 25,000 digital display ads (each week of event) promoting Zip Trips on fox4kc.com. Total of 175,000 for campaign.
- Minimum of 1 million impressions served on fox4kc.com weather section.
- 3x :30 second commercials to air each Friday 7a-10 am per week. Total of 18x
- If client is a destination location, then they will receive 2x Home Page Takeover ads leading up to the day of their event—estimated 300,000 impressions.
- **Total Investment: 14,500**

Investment Breakout: **\$14,500**

Option 2

Example Break Down:

Ottawa Area and Nine Local Businesses are featured in this Campaign

Ottawa City pays: \$4,000

Franklin County pays: \$4,000

Ottawa Main Street pays: \$2,000

Ottawa Chamber pays: \$2,000

9 Businesses Pay: \$2,500

****Each business owner pays \$277.78**



