

1006 North Third
Salina, KS 67401



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<http://www.ksdot.org>

Calvin E. Reed, P.E., Secretary
Brent Terstriep, P.E., District Engineer

Laura Kelly, Governor

February 25, 2025

Kansas Geological Survey
1930 Constant Ave,
Lawrence, KS 66047

Dear Sir/Madam:

Highway Permit 2-2025-0185
Route K-232
ELLSWORTH County

Attached is your approved copy of the above referenced Highway Permit granting permission to Kansas Geological Survey will be drilling a core at the right of way location next to HWY 232. After the core has been drilled the University of Iowa will be installing an aquifer monitoring device which they will be monitoring throughout the year to collect data related to water within the Dakota Aquifer System.

We have marked approximate locations of the well sites but these will be adjusted once we have Kansas 811 (DigSafe) identify any utilities. If they do move it will be adjust away from the road (ie to the northeast). This permit expires 5/19/2025.

Once you have downloaded your permit, please notify our Utilities Coordinator, "Scott Allen" using our Kansas Utilities Permit System at least one working day prior to starting any work on the highway so that arrangements can be made for the necessary inspection.

When you commence the work authorized by this permit, it will signify that you agree to any and all changes, additions and/or stipulations made to the original request and attachments. Contractors performing the work will be advised of the requirement to ensure work conforms to this permit. The work performed on the KDOT right of way will be strictly in accordance with this approved permit. Deviation from this permit with attachments (unless approved by KDOT prior to construction) will be cause for non-acceptance of the work and remedial action.

When you have completed all work connected with this permit, please let them know so that the permit can be released.

Yours Truly,

Brent Terstriep, P.E.,
District Engineer

Judy Wagner
District Coordinator

Date: 2/25/2025 4:24 PM

Attachment

c: File

Dale Kirmer – via email
Scott Allen – via email
Judy Wagner – via email

**Notifying the appropriate KDOT representative at least 1 day prior to starting work on the highway right of way is MANDATORY. Work encountered without prior notification will be shut down and right of way vacated.
*** Permit may be REVOKED. *****

KANSAS DEPARTMENT OF TRANSPORTATION
Bureau of Maintenance
**HIGHWAY PERMIT
USE OF RIGHT OF WAY**

Route K-232
Co. ELLSWORTH
City N/A

THIS AGREEMENT, made and entered into, between the Secretary of Transportation of the State of Kansas, referred to as "Secretary" and Kansas Geological Survey
Name of Firm or Individual (Tel. No.)
1930 Constant Ave , Lawrence KS 66047
Address

referred to as "Petitioner" and the City of, N/A, referred to as "City".
City Name or N/A

Secretary has jurisdiction over highway right-of-ways within the State Highway System of Kansas, and

Secretary (and City) believe it is in the interest of the Citizens of the State of Kansas to permit certain work or projects to be performed upon Highway right-of-ways, and

Petitioner requests permission and authority from Secretary (and City) to perform certain work, described as follows:

Kansas Geological Survey will be drilling a core at the right of way location next to HWY 232. After the core has been drilled the University of Iowa will be installing an aquifer monitoring device which they will be monitoring throughout the year to collect data related to water within the Dakota Aquifer System.
We have marked approximate locations of the well sites but these will be adjusted once we have Kansas 811 (DigSafe) identify any utilities. If they do move it will be adjust away from the road (ie to the northeast)

Emergency Contact Kate Andrzejewski Emergency Phone _____

Point #	Label	Latitude	Longitude	Main Line	Mile Point	Offset
OTHER						
1		38.86311	-98.46819	027K0023200S0	2.73	132.56
Details:						
OTHER						
2		38.86308	-98.46817	027K0023200S0	2.73	132.82
Details:						

Said work is located on public right-of-way in, upon or along State Highway Route K-232, Reference Point 2.73
(or City Connecting Link Route K-232 on N/A St. in Sec. 06 TWP 14S Range 10W
ELLSWORTH County, _____ Miles _____ (direction) from _____ (Jct. or county line) and _____

Secretary has delegated full and complete authority to the District Engineers of the Kansas Department of Transportation (KDOT) to execute Highway Permit Agreements, referred to as "Permits," for and on Secretary's behalf.

In consideration of the permission granted by the Secretary (and City) to utilize Highway right-of-way(s) in the manner described above, the following terms and conditions are mutually agreed to by the Petitioner, the Secretary (and the City).

1.0 PLANS: Petitioner shall furnish two (2) sets of comprehensive plan sets or detailed drawings 11" x 17", and/or electronic pdf copy of the proposed work. Sketches, cut sheets, and/or documentation may be submitted on 8 1/2" x 11".

1.1 Plans for utility installations must include a description of the size, type, and method of installation for the proposed Facilities to be located within highway right-of-ways, and adequate detailed drawings indicating the location of the proposed installation with respect to the traveled way of the highway, the right-of-way lines and, where applicable, the control of access lines,

1.2 An accurate "As Built" Construction Plan shall be provided for deviation from the approved Plan.

2.0 MATERIAL AND METHODS: All requests to perform work in, upon or along Highway right-of-ways must be approved by the District Engineer (and City). In Cities, Petitioner will obtain additional Permits, as required by City.

2.1 The Petitioner shall furnish all material, do all work and pay all costs for the work described on this Permit,

2.2 All utility installations shall comply with the conditions and applicable requirements of the KDOT Utility Accommodation Policy, current edition, which is incorporated by reference in its entirety (and City standards when they exceed those of KDOT).

2.3 Drainage structure requirements shall be determined by Petitioner, but requirements are subject to review and approval by the District Engineer (and City).

2.4 All materials and construction methods used on work within the limits of the right-of-way shall meet or exceed the requirements of the "Standard Specifications for State Road and Bridge Construction," current edition. The Standard Specifications are available at www.ksdot.org.

3.0 INITIATION AND COMPLETION OF WORK: Petitioner agrees to notify the District Engineer (and City) or their duly authorized KDOT representative Kansas Dept. of Transportation, +17854724447 Scott.Allen@ks.gov before work is initiated and again when the work is completed.

3.1 An approved signed copy of this Permit shall be on the premises at the start and during the period any work is performed.

3.2 All-work, including right-of-way restoration, shall be completed within 90 calendar days of APPROVAL DATE, otherwise this Permit is rescinded. If work has not been started within the completion time, this Permit becomes null and void.

4.0 INSPECTION: Petitioner will be responsible for supervising construction to insure compliance with KDOT (and City) policies and standards.

5.0 ACCEPTANCE: KDOT will be responsible for acceptance of restored right-of-way.

6.0 RIGHT-OF-WAY: Except for authorized changes, Petitioner shall restore the right-of-way to a condition equal to or better than existed prior to approval of the work described on this Permit.

6.1 Any sod, shrubs or trees destroyed by this work shall be replaced as directed by the District Engineer (and City).

6.2 The right-of-way shall be kept free from parking, advertising signs or any other commercial activity.

7.0 OBSTRUCTION OF TRAFFIC: Petitioner shall ensure highway (and connecting link) traffic will be free of interference unless specifically provided for as a part of this Permit. All temporary traffic control devices and their installation and maintenance shall comply with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD for streets and highways which has been adopted by the Secretary). Whenever the temporary Traffic Control Standards conflict with the MUTCD, the Standards shall govern. Workers shall wear approved safety vests according to 23 CFR Part 634, Worker Visibility.

8.0 MAINTENANCE: All utility installations shall be maintained or caused to be maintained by Petitioner.

9.0 PERMIT REVOCATION: In lieu of bond, Secretary may revoke the permit and remove any work performed. The Petitioner shall reimburse the Secretary for any cost incurred by Secretary to restore the right-of-way. The Secretary will not authorize any other highway permits until Petitioner has either reimbursed Secretary or restored the right-of-way.

10.1 LIABILITY: Petitioner shall indemnify and hold harmless Secretary from personal injury and property damage claims arising out of any act or omission of Petitioner. If Secretary defends a third party's claim, the Petitioner shall indemnify Secretary for personal injury damages, property damages and related expenses Secretary incurs arising out of Petitioner's act or omission. For purposes of this provision, the term Petitioner includes Petitioner's employees, agents, subcontractors (at any tier), suppliers (at any tier), successors, and assigns.

10.2 INSURANCE: Liability Insurance. Petitioner shall carry "General Liability" insurance under an occurrence policy that has a minimum combined single limit of \$2,000,000 for personal injury and property damage and that contains the following coverage: Comprehensive Form, Premises-Operation, Underground Hazard, Products/Completed Operations Hazard, Contractual Insurance, Broad form Property Damage, Independent Contractors, and Personal Injury. Worker's Compensation: Petitioner shall carry "Worker's Compensation and Employer's Liability" insurance that complies with Kansas Statute. Automobile Liability: Petitioner shall carry "Automobile Liability" insurance under an occurrence policy that has a minimum combined single limit of \$1,000,000.00 for personal injury and property damage and that contains the following coverage: Comprehensive Form, Owned, Hired, and Non-Owned.

10.3 "Certificate of Insurance". This permit shall not take effect unless Petitioner provides Secretary a "Certificates of Insurance" confirming Petitioner carries insurance in the amounts and type this section requires. Petitioner shall obtain insurance only from insurers on the approved Federal Treasury List and authorized by the Kansas Commissioner of Insurance. The "Certificates of Insurance" shall include a clause requiring the insurer to notify Secretary thirty (30) calendar days in advance of cancellation of the insurance contracts.

10.4 Petitioner shall maintain the insurance required in Section 10.1 until the District Engineer releases the Petitioner from any Permit obligation.

11.0 DAMAGE TO UTILITIES: KDOT shall not be liable for damage to any utility not installed in the location authorized by any permit or agreement issued pursuant to the Utility Accommodation Policy.

12.1 PIPELINE LIABILITY: For attachments to bridges or other structures and for roadway crossings of PIPELINES CARRYING PETROLEUM, HAZARDOUS AND/OR CORROSIVE PRODUCTS, Petitioner shall solely assume all risk and liability for accidents and damages that may occur to persons, property or natural resources by reason of the operation of the pipeline attached to said bridge, structure or crossing of roadway.

12.2 Petitioner shall maintain the insurance required in Section 9.0 for as long as the pipeline remains attached to the bridge or other structure or for as long as the pipeline crosses the roadway. The insurance contract shall cover claims for such length of time as the law permits such claims.

13.0 ENVIRONMENTAL LIABILITY AND INDEMNIFICATION: Petitioner shall comply with all applicable federal, state, and local statutes, regulations and ordinances relating to environmental protection, and health and safety in Petitioner's acts on, or occupation of, the Highway right-of-way(s). Petitioner assumes all risk and liability for, or resulting from, any environmental condition on, at, or leaving the Highway(s) caused by or arising out of Petitioner's, or its agents' or contractors' acts, omissions, or occupation, in whole or in part, of the Highway right-of-way(s). Petitioner shall hold harmless and indemnify the Secretary against all liability, cost, expense, and fines incurred by or levied against the Secretary under any federal, state or local environmental law, regulation, or ordinance resulting from Petitioner's breach of this paragraph or as a result of Petitioner's acts or occupation of the Highway right-of-way(s) pursuant to this Permit. For purpose of this provision, the term Petitioner includes Petitioner's employees, agents, subcontractors (at any tier), suppliers (at any tier), successors and assigns.

14.0 HIGHWAY IMPROVEMENTS AND/OR MAINTENANCE: If Secretary makes any alteration or improvement along or upon the highway right-of-way which is the subject of this Permit, Petitioner shall hold Secretary harmless for any and all damage or injury to Petitioner's Facilities, whether finished or unfinished, as well as damage or injury to Petitioner's equipment, materials, employees, agents or contractees. Petitioner shall conduct all work approved on this permit in such a manner as not to interfere with construction or other work being performed by the KDOT (or City) or its contractors in the vicinity of Petitioner's work or project.

14.1 Within a reasonable time after receiving written notice from Secretary that Petitioner's Facilities are in conflict with KDOT's new construction or major maintenance operations, Petitioner shall alter, change location or move their construction work or Facilities without cost or expense to the Secretary. If Petitioner fails to relocate their Facilities within a reasonable time, KDOT may move the Facilities. Except for Rural Water Districts meeting the requirements of K.S. A. 68-415(c), Petitioner shall reimburse KDOT for the costs of relocating the Facilities upon receipt of an itemized statement. (See, K.S.A. 68-415). Petitioner shall reimburse KDOT for any construction costs, claims or expenses KDOT incurs as a result of Petitioner's failure to timely relocate the Facilities.

14.2 Written notice will not be required for KDOT's normal maintenance.

15.0 ABANDONED OR RETIRED IN PLACE: Petitioner shall notify Secretary when the Facilities will be abandoned or retired in place and shall submit a plan for abandonment or retirement in place to the District Engineer or designee for review and approval. Petitioner shall remove or abandon the Facilities in place in accordance with the approve plan. Petitioner shall pay all costs associated with removal of abandoned or retired in place upon highway right-of-way Facilities. This Permit is hereby accepted and its provisions agreed to by the Parties.

Petitioner

Kate Andrzejewski

Printed Name and Title

Signature

geokate@ku.edu

1/31/2025 2:37 PM

Phone Number

Cell/Mobile Number

Email

Date

Area Engineer

Scott Allen (Superintendent) sign for Area Engineer

Printed Name and Title

Signature

2/18/2025 10:08 AM

Date

SECRETARY OF TRANSPORTATION OF THE STATE OF KANSAS

Judy Wagner (District Coordinator) sign for District Engineer

Printed Name and Title

Signature

2/25/2025 4:24 PM

Date

20 m
50 ft



Kansas Geological Survey Ellsworth Drillsite Standing Permit Plan

- January/February 2025- Obtain Standing Permit from KDOT to work in right of way near HWY 232
- March 2025- Call Kansas 811 (Dig Safe) to mark utility and water lines
- March/April 2025- Have KGS drill team evaluate the drillsite, device safety plan
- April 28 to May 10, 2025-KGS drill campaign
- May to December 2025- Iowa team surveys core and builds custom aquifer monitoring device
- Spring 2026- Iowa team drills larger sister hole and installs aquifer monitoring device