

**EDGERTON CITY COUNCIL MEETING**  
**AGENDA AMENDED**  
**CITY HALL, 404 EAST NELSON STREET**  
**May 23, 2019**  
**7:00 P.M.**

**Call to Order**

1. **Roll Call** \_\_\_\_ Roberts \_\_\_\_ Longanecker \_\_\_\_ Brown \_\_\_\_ Conus \_\_\_\_ Lewis \_\_\_\_ Smith
2. **Welcome**
3. **Pledge of Allegiance**

**Consent Agenda** *(Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action)*

4. Approve Minutes for May 9, 2019 Regular City Council Meeting
5. Approve Final Acceptance of 2018 CARS 4<sup>th</sup> & Nelson Street Improvements Project and Authorize Final Payment to Linaweaver Construction
6. Approve Resolution No. 05-23-19A Providing for the Creation of Temporary No Parking Zones On Certain Streets To Permit The Holding of Frontier Days
- 6a. Approve Consent Agreement KS6193/FA #10130621/MRKSL014913 Between The City Of Edgerton And AT&T Wireless Services

**Regular Agenda**

7. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
8. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.
9. Presentation for 2020 Budget Request by Project Grad
10. Presentation for 2020 Budget Request by UCS
11. Presentation for 2020 Budget Request by Johnson County Human Services
12. Presentation for 2020 Budget Request by Miami County Conservation
13. Presentation for 2020 Budget Request by Gardner Edgerton Chamber
14. Presentation for 2020 Budget Request by ElevateEdgerton!

**Business Requiring Action**

15. **PUBLIC HEARING FOR RESOLUTION NO. 05-23-19B CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND**



**HOLDING COMPANY, LLC TO COLDPOINT LOGISTICS REAL ESTATE, LLC OR ITS SUCCESSORS IN INTEREST**

16. **CONSIDER RESOLUTION NO. 05-23-19B CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO COLDPOINT LOGISTICS REAL ESTATE, LLC OR ITS SUCCESSORS IN INTEREST**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

17. **AN ORDINANCE AUTHORIZING THE CREATION OF THE LPKC DISTRICT NO. 2 COMMUNITY IMPROVEMENT DISTRICT, LEVYING SPECIAL ASSESSMENTS WITHIN SUCH DISTRICT, AND APPROVING A DEVELOPMENT AGREEMENT.**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

18. **CONSIDER COLLATERAL ASSIGNMENT OF RIGHTS UNDER THE LPKC DISTRICT NO. 2 COMMUNITY IMPROVEMENT DISTRICT DEVELOPMENT AGREEMENT**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

19. **CONSIDER PRELIMINARY DESIGN-BUILD AGREEMENT BETWEEN CITY OF EDGERTON AND MILES EXCAVATING, INC. FOR 2019 STREET RECONSTRUCTION PROJECT**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

20. **CONSIDER 2019 ANNUAL STREET MAINTENANCE PROGRAM**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

21. **Report By The City Administrator**

22. **Report By the Mayor**

23. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B)(2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR**

24. **Future Meeting/Event Reminders:**

- May 23<sup>rd</sup>: City Council – 7PM
- June 1<sup>st</sup>: Summer Kick Off Block Party – 6:30PM
- June 11<sup>th</sup>: Planning Commission Work Session – 5PM
- June 11<sup>th</sup>: Planning Commission – 7PM
- June 13<sup>th</sup>: City Council – 7PM
- June 13<sup>th</sup>: City Council Budget Work Session – Immediately following Council
- June 14-15<sup>th</sup>: Frontier Days



- June 19<sup>th</sup>: Senior Lunch – Noon
- June 27<sup>th</sup>: City Council – 7PM
- June 27<sup>th</sup>: City Council Budget Work Session – Immediately following Council
- July 3<sup>rd</sup>: Community Picnic & Fireworks Show – 6PM to 10:30PM

25. **Adjourn** Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_



**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**May 9, 2019**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on May 9, 2019. The meeting convened at 7:00 p.m. with Mayor Roberts presiding.

**1. ROLL CALL**

Ron Conus	present
Clay Longanecker	present
Josh Lewis	absent
Katee Smith	present
Jody Brown	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator Beth Linn
- Assistant City Administrator Scott Peterson
- City Attorney Lee Hendricks
- City Clerk Rachel James
- Development Services Director Katy Crow
- Finance Director Karen Kindle
- Public Works Director Dan Merkh
- Public Works Superintendent Trey Whitaker
- ElevateEdgerton! President James Oltman

**2. WELCOME**

**3. PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

4. Approve Minutes for April 25, 2019 Regular City Council Meeting
5. Approve Resolution No. 05-09-19A Approving The Mayoral Appointments For the City Treasurer, City Prosecutor, Municipal Judge, And City Attorney For The City of Edgerton, Kansas
6. Approve Resolution No. 05-09-19B Authorizing the Closure of Certain Public Streets During the Edgerton Summer Kickoff Block Party
7. Approve Resolution No. 05-09-19C Recognizing the Edgerton Summer Kickoff Block Party as a "Public Festival" for Purposes of the City's Noise Restrictions
8. Approve Resolution No. 05-09-19D Authorizing the Closure of Certain Public Streets During the Edgerton Frontier Days Festival, Permission to Use Requested City Buildings/Public Spaces, and the approval of Additional Service Request

Motion by Brown, Second by Longanecker to the consent agenda.

Motion passed 4-0.



## **REGULAR AGENDA**

9. **Public Comments.** None.

10. **Declaration.** None.

## **BUSINESS REQUIRING ACTION**

### **11. CONSIDER ORDINANCE NO. 2010 AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ENTER INTO AN ECONOMIC DEVELOPMENT GRANT AGREEMENT WITH HOSTESS BRANDS, LLC**

Scott Anderson, City Bond Attorney, outlined the Economic Development Agreement between the City of Edgerton and Hostess Brands, LLC. Under the approval of the grant, \$596,700 shall be paid over a 6.5-year term solely from funds on deposit in the public infrastructure fund for Phase 2 of the Logistics Park. The Grant shall not be a general obligation of the City, and shall be subject to the provisions of the Kansas cash basis law, the Kansas budget law, and other laws of the State of Kansas.

The new warehouse will create approximately 225 jobs and add \$93,900 to the USD 231 Mill Levy.

Motion by Longanecker, Second by Smith to approve Ordinance No. 2010.

Motion passed 4-0.

Mayor Roberts announced a brief recess in order to introduce the Hostess Site Manager to the public.

### **12. PUBLIC HEARING REGARDING A REQUEST BY THE FRONTIER DAYS ASSOCIATION FOR A WAIVER (AS ALLOWED PURSUANT TO SECTION 3-202 OF ARTICLE 1 OF CHAPTER III OF THE CITY CODE) FROM THE PROHIBITION AGAINST SERVING ALCOHOLIC LIQUOR WITHIN 200 FEET OF THE LIBRARY FOR THE JUNE 14 AND 15, 2019 ANNUAL FRONTIER DAYS FESTIVAL**

Mayor Roberts opened the Public Hearing at 7:18 pm.

There were no public comments.

Mayor Roberts closed the Public Hearing at 7:19 pm.

### **13. CONSIDER RESOLUTION NO. 05-09-19E TEMPORARILY WAIVING CITY PROHIBITION AS TO THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY, AND RECOGNIZING FRONTIER DAYS AS A "PUBLIC FESTIVAL" FOR PURPOSES OF THE CITY'S NOISE RESTRICTIONS**

Beth Linn, City Administrator, stated Resolution 05-09-19E applies to waiving the noise restrictions for the Edgerton Frontier Days Festival from June 14-15, 2019. The waiver also



allows for the sale and consumption of alcoholic liquor on Nelson Street between East Third Street and East Fourth Street.

There were no questions or comments.

Motion by Brown, Second by Smith to approve Resolution No. 05-09-19E.

Motion passed, 4-0.

**14. CONSIDER RESOLUTION NO. 05-09-19F AUTHORIZING A SPECIAL EVENT PERMIT FOR SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY WITHIN THE CITY OF EDGERTON, KANSAS**

Beth Linn, City Administrator, introduced the Resolution which would approve the local special event permit for Frontier Days which allows for the sale and consumption of alcoholic liquor and the waiving of the City special event permit fee.

Motion by Smith, Second by Brown to approve Resolution No. 05-09-19F.

Motion passed, 4-0.

**15. Report by the City Administrator**

There will be a Frontier Days Action Item at the May 23<sup>rd</sup> Council Meeting. Staff's recommendation is for parking restrictions on certain high traffic areas.

Ms. Linn wanted to remind everyone that the City-Wide Garage Sale is May 11<sup>th</sup> and City Wide Clean Up is May 18<sup>th</sup>.

**16. Report by the Mayor**

Mayor Roberts wanted to publicly thank James Oltman, President of ElevateEdgerton!. Mayor Roberts stated that Mr. Oltman did a fantastic job on the Hostess project as a representative for ElevateEdgerton! and is appreciative of the huge win for the Edgerton community.

**17. Future Meeting/Event Reminders:**

- May 11<sup>th</sup>: City Wide Garage Sale
- May 14<sup>th</sup>: Planning Commission – 7PM
- May 15<sup>th</sup>: Senior Lunch & Bingo – Noon
- May 18<sup>th</sup>: City Wide Clean Up
- May 23<sup>rd</sup>: City Council – 7PM
- June 1<sup>st</sup>: Summer Kick Off Block Party – 6:30PM

**18. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B)(2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR**



Motion by Smith, Second by Longanecker to recess into executive session pursuant to K.S.A. 75-4319 (b)(1) for the purpose of discussing contract negotiations to include City Attorney and City Administrator for twenty (20) minutes.

Motion was approved, 4-0.

Session recessed at 7:28 pm. Meeting reconvened at 7:48 pm.

Motion by Smith, Second by Longanecker to returned to open session.

Motion was approved, 4-0.

Motion by Smith, Second by Longanecker to recess into executive session pursuant to K.S.A. 75-4319 (b)(1) for the purpose of discussing property acquisition to include City Attorney and City Administrator for five (5) minutes.

Motion was approved, 4-0.

Session recessed at 7:50 pm. Meeting reconvened at 7:55 pm.

Motion by Smith, Second by Longanecker to returned to open session.

Motion was approved, 4-0.

Motion by Smith, Second by Longanecker to recess into executive session pursuant to K.S.A. 75-4319 (b)(1) for the purpose of discussing property acquisition to include City Attorney and City Administrator for an additional five (5) minutes.

Motion was approved, 4-0.

Session recessed at 7:57 pm. Meeting reconvened at 8:02 pm.

Motion by Smith, Second by Longanecker to returned to open session.

Motion was approved, 4-0.

Motion by Smith, Second by Longanecker to recess into executive session pursuant to K.S.A. 75-4319 (b)(1) for the purpose of discussing property acquisition to include City Attorney and City Administrator for an additional five (5) minutes.

Motion was approved, 4-0.

Session recessed at 8:03 pm. Meeting reconvened at 8:08 pm.

Motion by Smith, Second by Longanecker to returned to open session.

Motion was approved, 4-0.



**19. Adjourn**

Motion by Smith, Second by Brown to adjourn.

Motion was approved 4-0. The meeting adjourned at 8:10 pm.



## City Council Action Item

**Council Meeting Date: May 23, 2019**

**Department:** Public Works

### **Agenda Item: Approve Final Acceptance of 2018 CARS 4<sup>th</sup> & Nelson Street Improvements Project and Authorize Final Payment to Linaweaver Construction**

**Background/Description of Item:**

On August 23<sup>rd</sup>, 2018, the Edgerton City Council approved the construction of the 2018 CARS 4<sup>th</sup> and Nelson Street Improvements project in the amount of \$524,144. This price included design and construction. This project was constructed by Linaweaver Construction and was completed as part of the County Assistance Road System (CARS) program for 2018-2023.

On September 27<sup>th</sup>, 2018, the Edgerton City Council approved the construction inspection contract with GBA in the amount of \$47,126.50. This amount is eligible for 50% matching from the CARS program.

On February 14, 2019, the Edgerton City Council approved the final change order to the project revising the construction budget from \$478,829.92 to \$502,264.68.

Design	\$ 72,836.50
Construction	\$502,264.68 (CARS eligible)
Inspection	\$ 43,379.78 (CARS eligible)
Total	\$618,480.96

This cost will be split between general fund and CARS grant funding where the City qualifies for 50% reimbursement of construction and construction inspection costs. CARS approved the funding request of \$202,258. The increase in funds is eligible for reimbursement, the City will be requesting additional funds in the amount of \$70,564.23.

Notice to Proceed was issued on September 24, 2018. The Substantial Completion date was December 21, 2018, with final completion on May 2, 2019. GBA as the City's Inspector has performed final inspection and noted the project for final acceptance.

In the 2018 Citizen Survey the overall maintenance of City streets is ranked the highest priority. Completion of this project replaced existing asphalt roadway with new concrete roadway, to withstand existing truck traffic on a portion of the existing truck route. This



project is also identified in the Downtown Edgerton Plan as the short-term solution to the routing of truck traffic.

**Related Ordinance(s) or Statue(s):**

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**Funding Source:** CARS grant funding \$202,258 (requesting additional \$70,564.23)  
General Fund \$345,658.73

**Budget Allocated:** N/A

x Karen E. Kindle

**Finance Director Approval:** Karen Kindle, Finance Director

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<p><b>Recommendation: Approve Final Acceptance of 2018 CARS 4<sup>th</sup> &amp; Nelson Street Improvements Project and Authorize Final Payment to Linaweaver Construction</b></p>
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**Enclosed:** Email from GBA Consultants regarding project completion

**Prepared by:**

**Dan Merkh**, Public Works Director

**Trey Whitaker**, Public Works Superintendent





9801 Renner Boulevard,  
Suite 300  
Lenexa, KS 66219

April 23, 2019

Dan Merkh  
City of Edgerton, Ks  
404 East Nelson  
Edgerton, Ks 66021

SUBJECT: CARS Project No. 320001163 – 4<sup>th</sup> & Nelson Street Improvements  
Recommendation of Acceptance

Dear Mr. Merkh:

GBA provided part-time critical point observation services for the 4<sup>th</sup> & Nelson project in Edgerton, Ks. Further-understood that GBA did not prepare the contract documents and are not responsible for any errors, omissions, conflicts and or ambiguities in the contract documents. Based on the observations performed and to the best of our knowledge, information and belief, the street improvements constructed by Linaweaver Construction are in general conformance with the plans and specifications. Our last day of documentation and observation on the project was Friday, January 4, 2019. We recommend that the City proceed with acceptance for the portion of work observed by GBA.

If you have any questions or comments regarding this or any project issues, please contact me at (913) 577-8260.

Sincerely,

GEORGE BUTLER ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Brian M Bosak", is written over a horizontal line.

Brian M Bosak, PE  
Senior AES

cc: GBA File 14130.00



## City Council Action Item

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**Council Meeting Date:** May 23, 2019

**Department:** Parks and Recreation

### **Agenda Item: Consider Resolution No. 05-23-19A for Temporary No Parking Related to Frontier Days**

**Background/Description of Item:**

As part of the 2019 annual Frontier Days festival, city staff is requesting that parking be prohibited along certain streets during the festival in order to help with traffic around the event and protect pedestrian safety.

Staff is requesting that the following streets be closed to parking on Thursday, June 13, 2019 at 4:00 P.M. to Sunday, June 16, 2019 at 4:00 P.M. **on both sides:**

1. East 5<sup>th</sup> Street, from East McCarty Street to East Nelson Street;
2. East McCarty Street, from East 4<sup>th</sup> Street to East 5<sup>th</sup> Street;
3. East Nelson Street, from East 2<sup>nd</sup> Street to East 3<sup>rd</sup> Street;
4. East Martin Street, from East 3<sup>rd</sup> Street to East 4<sup>th</sup> Street;
5. East 3<sup>rd</sup> Street, from East Nelson to East Martin Street;
6. East 4<sup>th</sup> Street from the alleyway one half block south of East Nelson Street to East Martin Street;
7. East 3<sup>rd</sup> Street, from the alleyway one half block south of East Hulett Street to East Nelson Street.

Staff is further requesting that a no parking zone be created from Thursday, June 13, 2019 at 4:00 P.M. to Sunday, June 16, 2019 at 4:00 P.M. **on the side of the street noted** of the following streets:

1. The east side of East 3<sup>rd</sup> Street, from 56 Highway (East Morgan Street) south to the alleyway one half block south of East Hulett Street;
2. The west side of 5<sup>th</sup> Street, from East Nelson Street to East Martin Street;
3. The north side of East Martin Street, from East 5<sup>th</sup> Street to East 4<sup>th</sup> Street;
4. The north side of East Hulett Street, from East 3<sup>rd</sup> Street to East 5<sup>th</sup> Street, excluding that portion of East Hulett Street which shall be closed completely for the carnival.

**Related Ordinance(s) or Statue(s):** n/a

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**Funding Source:** n/a

**Budget Allocated:** n/a

**Finance Director Approval:** n/a

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<p><b>Recommendation: Approval of Resolution No. 05-23-19A for Temporary No Parking Related to Frontier Days</b></p>
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**Enclosed:**

No Parking Zone Map

**Prepared by:**

**Maddie Becker** \* Parks and Recreation Coordinator



## **RESOLUTION 05-23-19A**

### **A RESOLUTION OF THE CITY OF EDGERTON, KANSAS, PROVIDING FOR THE CREATION OF TEMPORARY NO PARKING ZONES ON CERTAIN STREETS TO PERMIT THE HOLDING OF FRONTIER DAYS 2019**

**WHEREAS**, the annual Frontier Days festival will be held in the City of Edgerton on June 14<sup>th</sup> and June 15<sup>th</sup>, 2019; and

**WHEREAS**, Frontier Days will be held in a central and convenient location for participants and that location will necessitate the creation of no parking zones to allow participants to access and enjoy the event; and

**WHEREAS**, the creation of temporary no parking zones is necessary to permit the Festival to be held.

**THEREFORE, BE IT RESOLVED** by the City Council of Edgerton, Kansas;

That a no parking zone is hereby created from Thursday, June 13, 2019 at 4:00 P.M. to Sunday, June 16, 2019 at 4:00 P.M. **on both sides** of the following streets:

1. East 5<sup>th</sup> Street, from East McCarty Street to East Nelson Street;
2. East McCarty Street, from East 4<sup>th</sup> Street to East 5<sup>th</sup> Street;
3. East Nelson Street, from East 2<sup>nd</sup> Street to East 3<sup>rd</sup> Street;
4. East Martin Street, from East 3<sup>rd</sup> Street to East 4<sup>th</sup> Street;
5. East 3<sup>rd</sup> Street, from East Nelson to East Martin Street;
6. East 4<sup>th</sup> Street from the alleyway one half block south of East Nelson Street to East Martin Street;
7. East 3<sup>rd</sup> Street, from the alleyway one half block south of East Hulett Street to East Nelson Street.

That a no parking zone is hereby created from Thursday, June 13, 2019 at 4:00 P.M. to Sunday, June 16, 2019 at 4:00 P.M. **on the side of the street noted** of the following streets:

1. The east side of East 3<sup>rd</sup> Street, from 56 Highway (East Morgan Street) south to the alleyway one half block south of East Hulett Street;
2. The west side of 5<sup>th</sup> Street, from East Nelson Street to East Martin Street;
3. The north side of East Martin Street, from East 5<sup>th</sup> Street to East 4<sup>th</sup> Street;
4. The north side of East Hulett Street, from East 3<sup>rd</sup> Street to East 5<sup>th</sup> Street, excluding that portion of East Hulett Street which shall be closed completely for the carnival.

PASSED AND APPROVED by the City Council of Edgerton, Kansas on the 23<sup>rd</sup> day of May, 2019.



ATTEST:

CITY OF EDGERTON, KANSAS

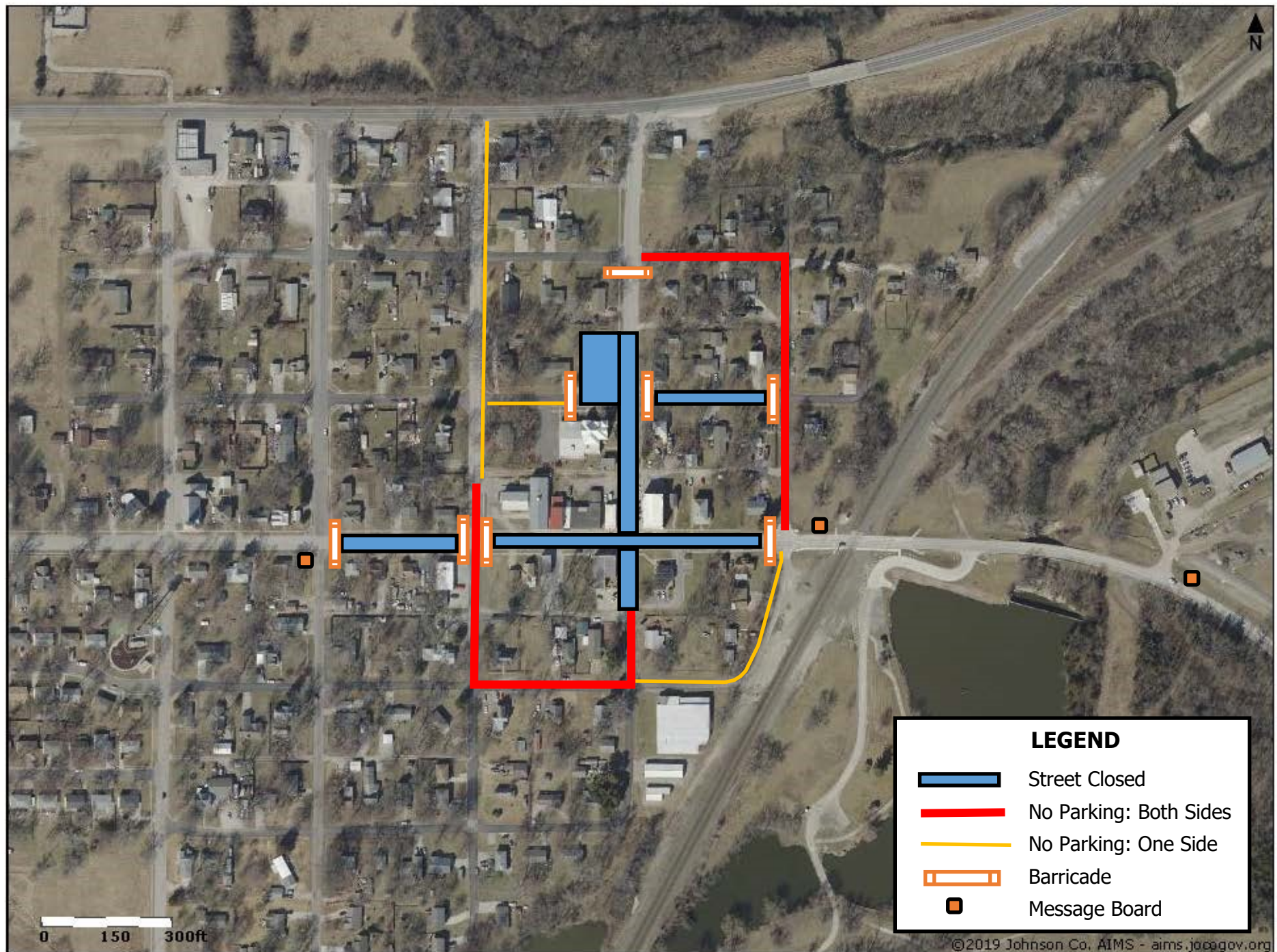
\_\_\_\_\_  
Rachel A. James, City Clerk

By: \_\_\_\_\_  
Donald Roberts, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Lee W. Hendricks, City Attorney







## City Council Action Item

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**Council Meeting Date:** May 23, 2019

**Department:** Community Development

**Agenda Item: Consider Consent Agreement KS6193/FA #10130621/MRKSL014913 between the City of Edgerton and AT&T Wireless Services.**

**Background/Description of Item:** In May of 2018, AT&T requested permission to add 3 antennas to the water tower. Upon reviewing what was already in place, it was noted by City staff that existing equipment was impeding access. AT&T was informed via a letter from the City Attorney, that the blockages to access must be removed. This was resolved through the adjustment of some of the equipment.

In November of 2018, City Staff received a request from Black & Veatch on behalf of AT&T Wireless Services to install additional antenna on the City of Edgerton Water Tower located at 408 First Street. Today the Water Tower contains 9 (nine) antennas. The signed agreement with AT&T currently on file with the City contains a provision to allow up to 12 (twelve) antennas to be installed.

City Staff reviewed the request and determined that in order to make sure that new equipment does not block access to the water tower, an agreement should be put in place which outlines expectations. In addition, staff reviewed the planned placement of equipment and it is smaller than what is already there, so it should not be detrimental to access. Additionally, AT&T is replacing some equipment and placing it so that it is not on the inside of the walkway, but instead is on the outside of the water tower walkway.

The City Attorney drafted the attached amendment to the existing lease agreement which outlines that the placement of any equipment may not impede tower walk way access.

**Related Ordinance(s) or Statue(s):**

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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**Recommendation: Approval of Consent Agreement KS6193/FA  
#10130621/MRKSL014913 between the City of Edgerton and AT&T Wireless Services.**

**Enclosed:**

- Consent Agreement signed by AT&T
- Proposed Tower Installation Schematics

**Prepared by:** Katy Crow, Development Services Director



**CONSENT AGREEMENT**  
**KS 6193/FA #10130621/MRKSL014913**  
**408 FIRST STREET, EDGERTON, KS 66021**

THE CITY OF EDGERTON, KANSAS, a municipal corporation, hereinafter referred to as "Landlord", and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, hereinafter referred to as "Tenant", in consideration of the mutual understanding and promises contained herein, do hereby agree as follows:

WHEREAS, Landlord and AT&T Wireless PCS, LLC entered into an Option and Lease Agreement for antenna installation on a city water tower located at 408 First Street in Edgerton, Kansas on or about July 28, 2000; and

WHEREAS, Paragraph 2 of said Option and Lease Agreement titled "PERMITTED USE", states that "tenant is entitled to install on the structure up to twelve (12) antennas"; and

WHEREAS, Tenant is the successor in interest to AT&T Wireless Services, Inc., the tenant in that Agreement; and

WHEREAS, as of the date of the signing of this Agreement there are currently nine (9) antennas located on the city water tower; and

WHEREAS, Tenant has requested to place an additional three (3) antennas on the city water tower as allowed by the Option and Lease Agreement; and

WHEREAS, Landlord has requested that its consent to that additional installation be documented and further wishes to document the importance that these three (3) new antenna not in any way inhibit Landlord's ability to access and navigate its water tower; and

WHEREAS, Tenant desires to modify the notice section hereof.

NOW, THEREFORE, the undersigned agree as follows:

1. Landlord and Tenant agree to the additional installation of three (3) antenna on Landlord's tower. The modifications to the existing equipment on the city water tower shall be as outlined in the revised construction drawings dated April 24, 2019 and attached hereto as Exhibit "A".

2. The parties agree that this modification shall result in twelve (12) antenna being attached to Landlord's tower and that any additional antenna shall require an amendment to the agreement between the parties.



3. The parties further agree that this modification shall not result in any additional obstruction of Landlord's ability to access all aspects of its tower beyond any obstruction which existed prior to the installation of the three (3) additional antenna.

4. **Notice.** Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

**Notices.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

As to Landlord: City of Edgerton  
404 E. Nelson  
Edgerton, KS 66021  
Attn: City Clerk

As to Tenant: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: KS6193  
Cell Site Name: Edgerton Water Tower  
Fixed Asset #: 10098759  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC  
AT&T Legal Department – Network  
Re: Cell Site #: KS6193  
Cell Site Name: Edgerton Water Tower  
Fixed Asset #: 10098759  
208 S. Akard Street  
Dallas, TX 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

Either party hereto may change the place for the giving of notice to it by written notice to the other as provided herein.



5. By signing this Agreement the parties agree and acknowledge that they are empowered to sign on behalf of the parties hereto.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the date listed below.

**"LANDLORD"**

**THE CITY OF EDGERTON, KANSAS**

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
DONALD ROBERTS, Mayor

ATTEST:

\_\_\_\_\_  
RACHEL JAMES, City Clerk

**"TENANT"**

**NEW CINGULAR WIRELESS PCS, LLC**

A Delaware limited liability company

DATE: \_\_\_\_\_

By: AT&T Mobility Corporation  
Its: Manager

By:  \_\_\_\_\_  
Name: Michael Bridwell  
Title: Area Manager-Construction & Engineering

Approved:

**BLACK & VEATCH**

DATE: \_\_\_\_\_

By:  \_\_\_\_\_  
LINDA K. KNIGHT, Agent for AT&T  
Site Acquisition Specialist









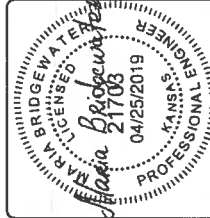
**BLACK & VEATCH**

6800 W. 115TH ST, SUITE 2292  
OVERLAND PARK, KS 66211  
(913) 458-2000

PROJECT/PHASE NO: 129039.3513

DRAWN BY: LGH

CHECKED BY:	TO
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[illegible]

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

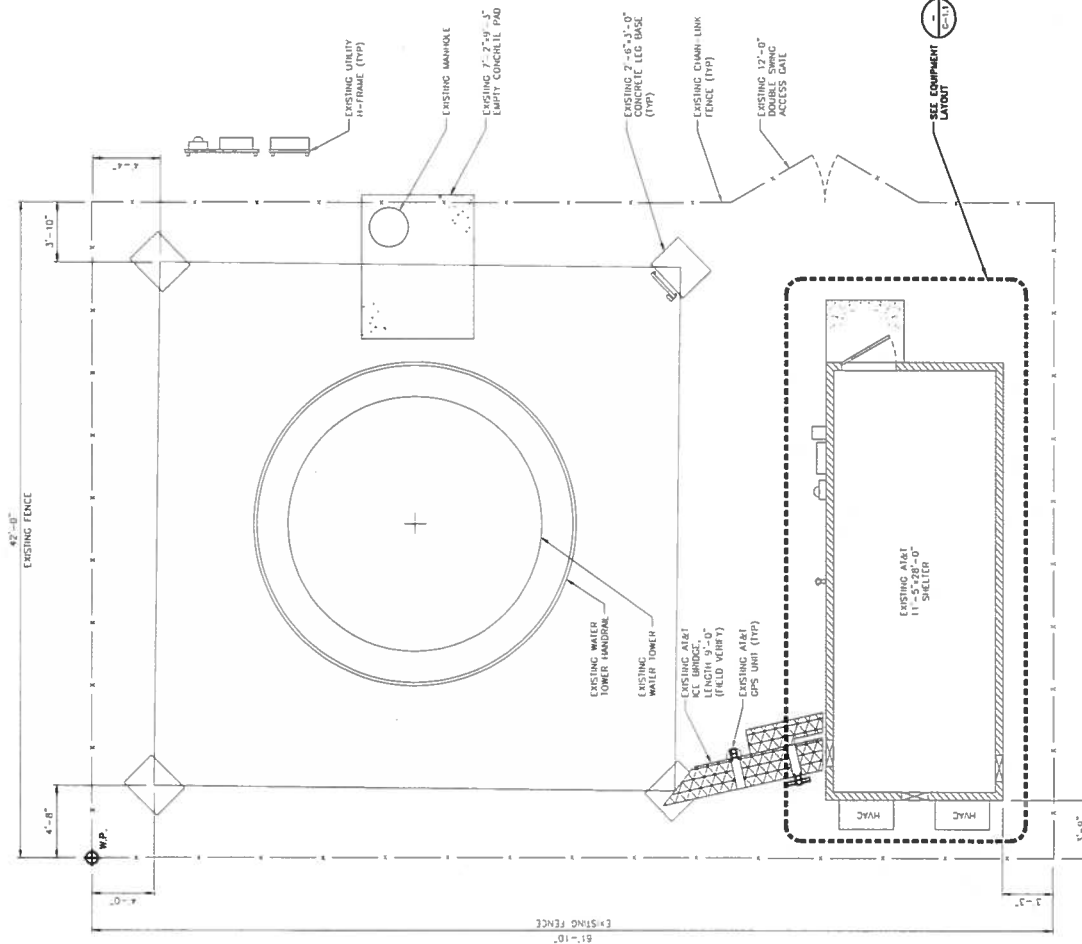
EDGERTON WATER TANK  
KS6193  
401 FIRST STREET  
EDGERTON, KS 66021  
LTE 3C/4C

**SHEET TITLE**  
**SITE PLAN**

**SHEET NUMBER**

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNAS & MOUNTS OMITTED FOR CLARITY.

## NOTES



## SITE PLAN



4' 2' 0 4' 8  
1/4"=1'-0"





7801 ZANLEY  
OVERLAND PARK, KS 66204



**BLACK & VEATCH**

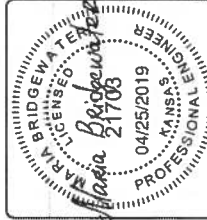
6800 W. 115TH ST., SUITE 2292  
OVERLAND PARK, KS 66211  
(913) 455-2000

PROJECT/PHASE NO. 129039.3513

DRAWN BY: LCH

CHECKED BY: TD

REV	DATE	DESCRIPTION
1	04/25/19	STUDY FOR CONSTRUCTION



STATE OF KANSAS  
KANSAS BOARD OF PROFESSIONAL ENGINEERS  
UNLESS INDICATED OTHERWISE, THE DESIGN  
IS BASED ON THE ASSUMPTIONS  
AND CONDITIONS SET FORTH IN THE  
PROJECT MANUAL.

EDGERTON WATER TANK  
KS6193  
401 FIRST STREET  
EDGERTON, KS 66021  
LTE 3C/4C

SHEET TITLE  
EQUIPMENT LAYOUT

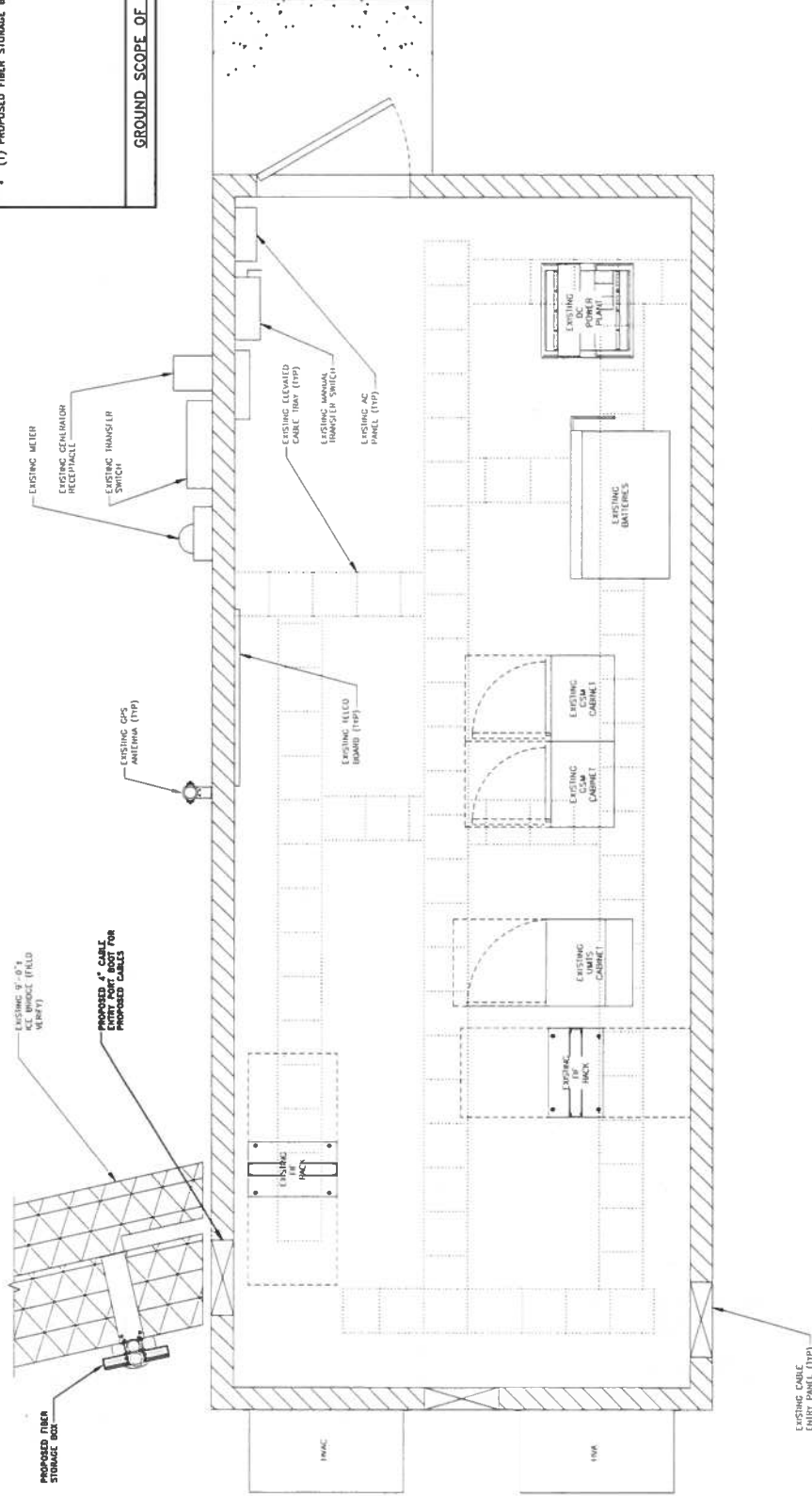
SHEET NUMBER  
C-1.1

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL FIELD VERIFY EXISTING HVAC UNITS. IF LESS THAN 3 TON RATING, CONTRACTOR SHALL REMOVE EXISTING UNIT AND REPLACE WITH 3 TON RATED UNIT, MATCHING EXISTING MANUFACTURER.
3. IF APPLICABLE, FISH4 BBU TO BE INSTALLED AND GROUNDED BY OTHERS, PER AT&T INSTALLATION STANDARDS.
4. EXISTING TANK MOUNTED DOB SURGE SUPPRESSION UNIT SHALL BE REMOVED AND REPLACED WITH DOB3 SURGE SUPPRESSION UNIT, WHEN REQUIRED FOR UPGRADE.

#### NOTES

- INSTALL:
- (1) PROPOSED FIBER STORAGE BOX

#### GROUND SCOPE OF WORK



1" = 0' 0" 1' 2' 3'  
3/4" = 1'-0"

#### FINAL EQUIPMENT LAYOUT



THIS DOCUMENT WAS PREPARED BASED ON THE INFORMATION PROVIDED TO BLACK & VEATCH. IF EXISTING CONDITIONS DO NOT REFLECT THOSE REPRESENTED, THESE CONSTRUCTION DRAWINGS ARE NO LONGER VALID.

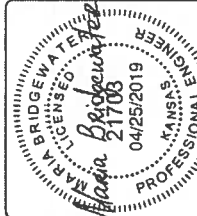


7801 FARLEY  
OVERLAND PARK, KS 66204



**BLACK & VEATCH**  
6800 W. 115TH ST., SUITE 2292  
OVERLAND PARK, KS 66211  
(913) 458-2000

PROJECT/PHASE NO.	129039.3513
DRAWN BY	LGH
CHECKED BY	TD

[illegible]

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

EDGERTON WATER TANK  
KS6193  
401 FIRST STREET  
EDGERTON, KS 66021  
LTE 3C/4C

SHEET TITLE	ELEVATION
1	100
2	100
3	100
4	100
5	100
6	100
7	100
8	100
9	100
10	100
11	100
12	100
13	100
14	100
15	100
16	100
17	100
18	100
19	100
20	100
21	100
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95	100
96	100
97	100
98	100
99	100
100	100

**C-2**

- REMARKS:
- (3) EXISTING ANTENNAS
  - (3) EXISTING TMA's
- INSTALL:
- (6) PROPOSED ANTENNAS
  - (4) PROPOSED RH4's
  - (3) PROPOSED DC2 SURGE SUPPRESSION UNIT
  - (1) PROPOSED FC12 JUNCTION BOX
  - (1) PROPOSED FIBER TRUNK
  - (2) PROPOSED DC POWER TRUNKS
  - PROPOSED MOUNT MODIFICATIONS

## TOWER SCOPE OF WORK

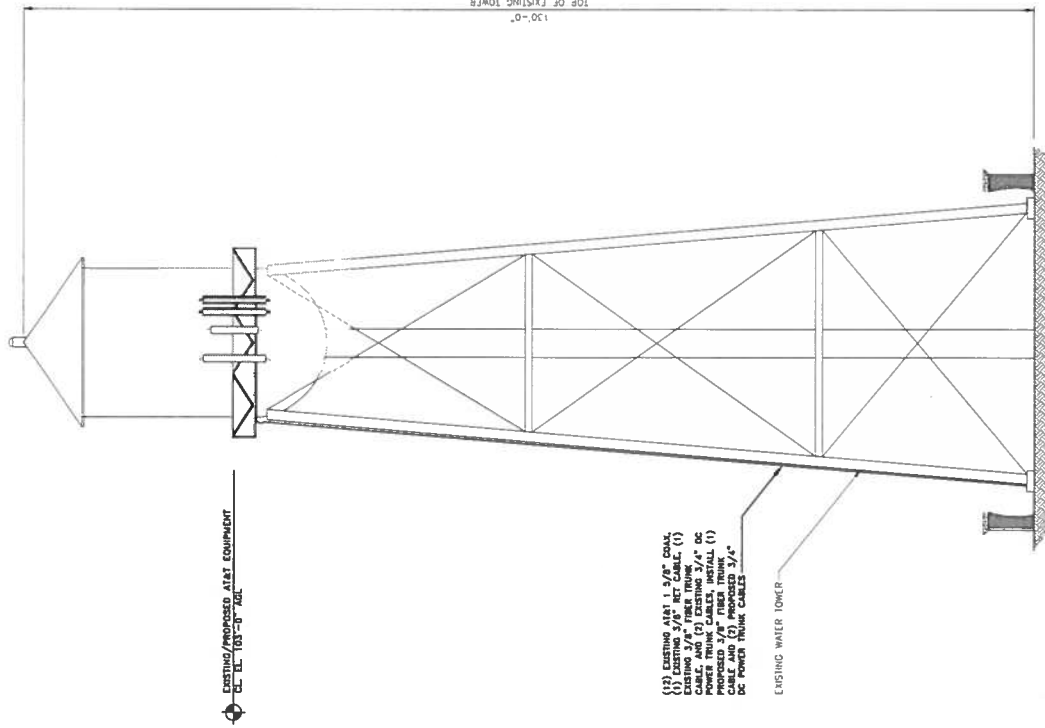
PER THE STRUCTURAL ANALYSIS EVALUATION LETTER BY BLACK & VEATCH DATED 02/05/2019 THE EXISTING STRUCTURE HAS SUFFICIENT CAPACITY TO SUPPORT THE PROPOSED NEW LOADING; HOWEVER THE ANTENNA MOUNTING SYSTEM IS OVERSTRESSED AND STRUCTURAL MODIFICATIONS MUST BE INSTALLED PRIOR TO INSTALLATION OF ANY AT&T EQUIPMENT, AS SHOWN ON DRAWING SHEETS S-1 AND S-2.

## STRUCTURAL ANALYSIS NOTE

NOT USED

1. GROUND EQUIPMENT NOT SHOWN FOR CLARITY.
2. ANY ADDITIONAL EQUIPMENT NOTED ON THE STRUCTURAL ANALYSIS SHOULD BE CONSIDERED AS RESERVED LOADING, WHICH SHOULD BE INSTALLED AT A FUTURE DATE.
3. CONTRACTOR SHALL REFER TO THE STRUCTURAL ANALYSIS FOR THE FINAL CABLE ROUTING, PLACEMENT, AND QUANTITY OF ALL AIRT CABLES.
4. PROPOSED CABLES TO BE PAINTED TO MATCH EXISTING CONDITIONS.

## GENERAL NOTES



(12) EXISTING AT&T 1 3/8" COAX.  
(1) EXISTING 3/8" RET. CABLE, (1)  
EXISTING 3/8" FIBER TRUNK  
CABLE, AND (2) EXISTING 3/4" DC  
POWER TRUNK CABLES, INSTALL (1)  
PROPOSED 3/8" FIBER TRUNK  
CABLE AND (2) PROPOSED 3/4"  
DC POWER TRUNK CABLES.

DECLASSIFIED BY: 60322 UCBAW

**FINAL ELEVATION**







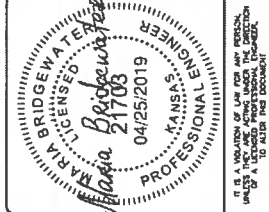
7801 FARLEY  
OVERLAND PARK, KS 66204



**BLACK & VEATCH**  
6600 W. 115TH ST. SUITE 2002  
OVERLAND PARK, KS 66211  
(913) 498-2000

PROJECT/PHASE NO: 129039.3513  
DRAWN BY: LCH  
CHECKED BY: TD

REV	DATE	DESCRIPTION
5	04/25/19	ISSUED FOR CONSTRUCTION



EDGERTON WATER TANK  
KS6193  
401 FIRST STREET  
EDGERTON, KS 66021  
LTE 3C/4C

SHEET TITLE  
ANTENNA LAYOUT  
AND SCHEDULE

SHEET NUMBER  
C-3

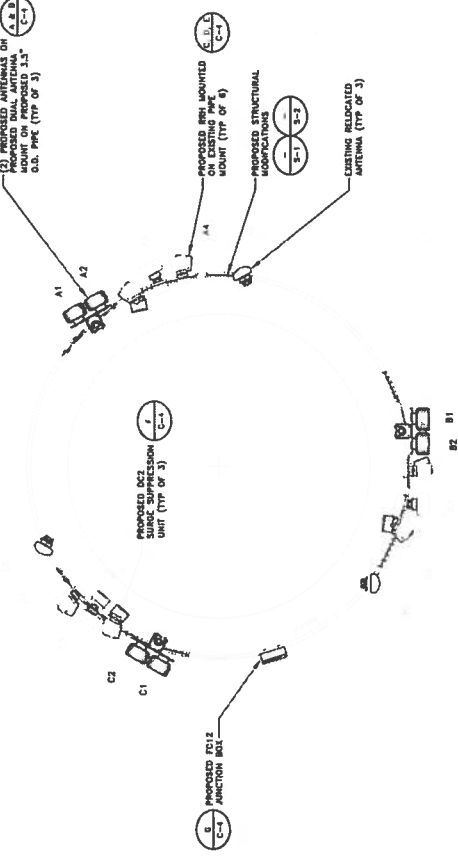
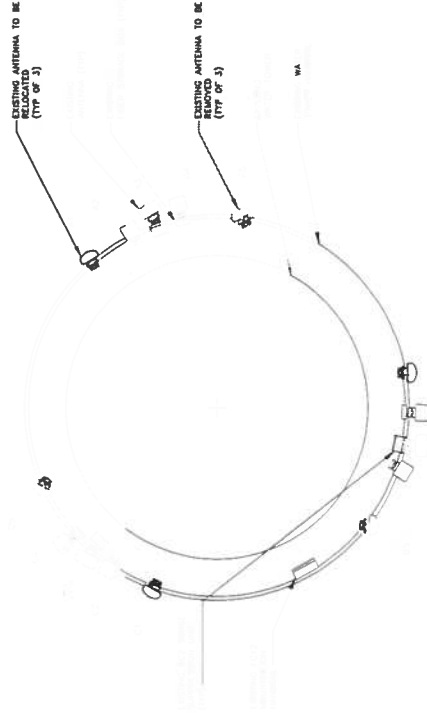
1. SEE ANTENNA CONFIGURATION FOR MODEL NUMBERS AND AZIMUTHS.
2. EXACT PLACEMENT OF RRHs TO BE FIELD VERIFIED AND NOT EXCEED ANTENNA DIMENSIONS ON TOWER.
3. PROPOSED EQUIPMENT MOUNTED TO THE TOWER LEO TO BE INSTALLED IN A MANNER THAT DOES NOT INTERFERE WITH CLIMBING APPARATUS.
4. ANTENNAS SHALL BE LOADED SPECIFICALLY AS SHOWN, PER THE ANTENNA MOUNT ANALYSIS FOR LOAD DISTRIBUTION.
5. WHEN STACKING COAX 3 OR MORE DEEP, USE STACKABLE SHAP-HS, TALLEY PART NUMBER 581-158-3 OR EQUIVALENT-APPROVED EQUAL.
6. CONTRACTOR SHALL REFERENCE THE MOUNT ANALYSIS LETTER AND INSTALL MOUNT IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS & APPLICABLE.
7. CONTRACTOR MAY INSTALL PVC-TD-PIPE MOUNTS IF NEEDED TO PROVIDE ADEQUATE CLEARANCE BETWEEN THE DUAL ANTENNA BRACKET AND THE TOWER.

SECTOR	EXISTING				FINAL				RRH MODEL NUMBER	DC BRIDGE SUPPRESSION
	ANTENNA MODEL NUMBER	TECHNOLOGY	AZIMUTH	TMA QUANTITY	ANTENNA MODEL NUMBER	TECHNOLOGY	AZIMUTH	TMA QUANTITY		
A1	ANDREW SBRH4-1005B	UMTS	60	1	AIRSCALE DUAL RRH 4TAR B25/6A 320W AFRB	LTE 4C	60	-	-	-
A2	ANDREW SBRH4-1005B	-	-	-	AIRSCALE RRH 4TAR B5	LTE 4C	60	-	-	-
A3	ANDREW SBRH4-1005C-DL	LTE 1C/2C	60	-	ALCATEL-LUCENT RRH240-07-L	LTE 1C/2C	60	-	ALCATEL-LUCENT B75 RRH430-4P	-
A4	-	-	-	-	-	-	-	-	-	-
A5	CS2 REDAPO-80-JH	CS4	60	1	ANDREW SBRH4-1005B	UMTS	60	1	-	-
B1	ANDREW SBRH4-1005B	UMTS	180	1	AIRSCALE DUAL RRH 4TAR B25/6A 320W AFRB	LTE 3C	180	-	-	-
B2	ANDREW SBRH4-1005B	-	-	-	AIRSCALE RRH 4TAR B5	LTE 4C	180	-	-	-
B3	ANDREW SBRH4-1005C-DL	LTE 1C/2C	180	-	ALCATEL-LUCENT RRH240-07-L	LTE 1C/2C	180	-	ALCATEL-LUCENT B75 RRH430-4P	-
B4	-	-	-	-	-	-	-	-	-	-
B5	CS2 REDAPO-80-JH	CS4	180	1	ANDREW SBRH4-1005B	UMTS	180	1	-	-
C1	ANDREW SBRH4-1005B	UMTS	300	1	AIRSCALE DUAL RRH 4TAR B25/6A 320W AFRB	LTE 3C	300	-	-	-
C2	ANDREW SBRH4-1005B	-	-	-	AIRSCALE RRH 4TAR B5	LTE 4C	300	-	-	-
C3	ANDREW SBRH4-1005C-DL	LTE 1C/2C	300	-	ALCATEL-LUCENT RRH240-07-L	LTE 1C/2C	300	-	ALCATEL-LUCENT B75 RRH430-4P	-
C4	-	-	-	-	-	-	-	-	-	-
C5	CS2 REDAPO-80-JH	CS4	300	1	ANDREW SBRH4-1005B	UMTS	300	1	-	-

RTS VERSION: CONTRACTOR IS TO REFER TO AIRT'S MOST CURRENT RADIO FREQUENCY DATA SHEET (RTDS) PRIOR TO CONSTRUCTION.

\* EXISTING ANTENNA & TMA TO BE REMOVED.

#### ANTENNA CONFIGURATION





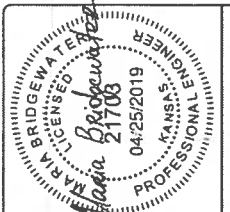
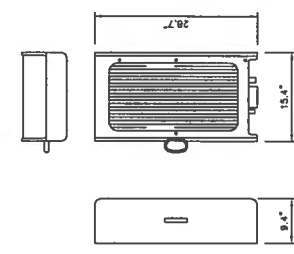
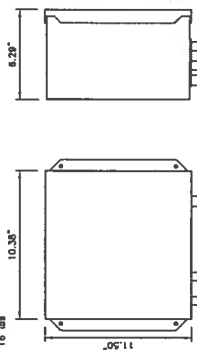
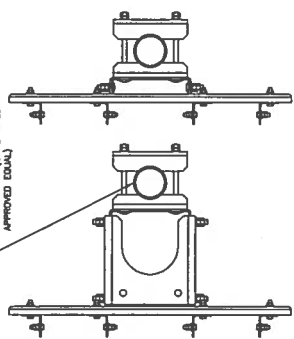
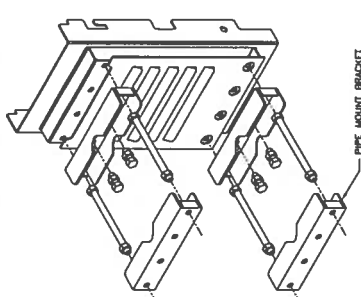
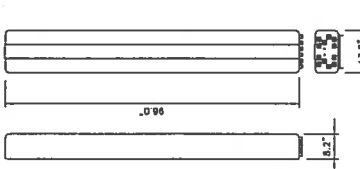
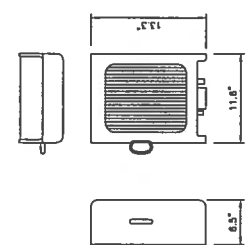
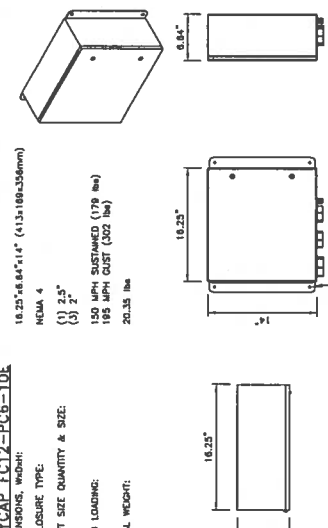
#### CONSTRUCTION NOTES

EXISTING ANTENNA LAYOUT

PROPOSED ANTENNA LAYOUT

D



 <p>7901 FARLEY OVERLAND PARK, KS 66204</p>	 <p><b>BLACK &amp; VEATCH</b> 6800 W. 115TH ST., SUITE 2292 OVERLAND PARK, KS 66211 (913) 485-2000</p>	<p>PROJECT/PHASE NO.: 129039.3513 DRAWN BY: LBN CHECKED BY: TO DATE: 04/24/18 STATUS FOR CONSTRUCTION: REV DESCRIPTION:</p>	 <p>STATE OF KANSAS BRIAN BRIDGEWATER LICENSED PROFESSIONAL ENGINEER 04/25/2019 21708</p> <p>1. I, A LICENSED PROFESSIONAL ENGINEER, HEREBY CERTIFY THAT I AM THE DESIGNER OF THE ABOVE PROJECT AND THAT I AM A MEMBER IN GOOD STANDING OF A LICENSED PROFESSIONAL ENGINEERING SOCIETY OF THE UNITED STATES OF AMERICA.</p> <p>EDGERTON WATER TANK KS6193 401 FIRST STREET EDGERTON, KS 66021 LTE 3C/4C</p> <p>SHEET TITLE EQUIPMENT DETAILS</p> <p>SHEET NUMBER <b>C-4</b></p>
<p><b>AIRSCALE_DUAL_RRH_4T4R_B25/66_320W_AHFIB</b></p> <p>DIMENSIONS, HxWxD: 28.7"x15.4"x9.4" (730x396x240mm) WEIGHT: 88.2 lbs (40kg)</p> 	<p><b>RRH SPECIFICATIONS</b></p> <p><b>RAYCAP DC2-48-60-0-9E</b></p> <p>DIMENSIONS, WxDxH: 10.35"x5.25"x11.50" (263.61x136.87x292.10mm) NOMINAL OPERATING VOLTAGE: 48 VDC NOMINAL DISCHARGE CURRENT: 20 MA @ 70dBA MAXIMUM DISCHARGE CURRENT: 60 MA @ 70dBA MAXIMUM CONTINUOUS OPERATING VOLTAGE: 75 VAC 100 VDC VOLTAGE PROTECTION RATING: 500 V TOTAL WEIGHT: 18 lbs</p> 	<p><b>DC SURGE SUPPRESSION DETAIL</b></p> <p>1. CLOSEOUT DELIVERABLE SHALL INCLUDE PHOTOS OF ALL MOUNTING HARDWARE INSTALLED TIGHT AND MARKED. 2. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT MOUNTING HARDWARE UNLESS OTHERWISE APPROVED BY ENGINEERING. 3. CONTRACTOR SHALL REFER TO THE MOUNT ANALYSIS FOR ANTENNA MAST PIPE SIZING.</p>	<p><b>J</b></p>
<p><b>COMMSCOPE_BSAMNT-SBS-2-2</b></p> <p>ALLOWABLE MAST DIAMETER: 2.4"-4.5" NET WEIGHT: 87 lbs</p>  <p>PROPOSED 3" STD (3.5" O.D.) MAST PIPE, TALLEY P/N SHOWN FOR REFERENCE APPROVED EQUAL</p>	<p><b>DUAL ANTENNA MOUNT</b></p>  <p>PIPE MOUNT BRACKET (TYP)</p>	<p><b>SINGLE RRH MOUNTING PLATE DETAIL</b></p>	<p><b>H</b></p>
<p><b>ANDREW_JAH4-65C-R4</b></p> <p>DIMENSIONS, LxWxD: 98.0"x13.5"x8.2" (2438x350x208mm) WEIGHT: 80.2 lbs CONNECTOR: 4.3"-10 FEMALE X 12</p> 	<p><b>PROPOSED ANTENNA SPECIFICATIONS</b></p> <p><b>AIRSCALE_RRH_4T4R_B5_160W_AHCA</b></p> <p>DIMENSIONS, WxDxH: 13.3"x11.8"x8.5" UNIT WEIGHT: 36.8 lbs</p> 	<p><b>RRH SPECIFICATIONS</b></p> <p><b>RAYCAP FC12-PC6-10E</b></p> <p>DIMENSIONS, WxDxH: 18.25"x6.64"x1.4" (413x169x35mm) ENCLOSURE TYPE: NEMA 4 INPUT SIZE QUANTITY &amp; SIZE: (1) 3.5", (3) 2" WIND LOADING: 150 MPH SUSTAINED (179 lbs), 198 MPH GUST (402 lbs) TOTAL WEIGHT: 20.35 lbs</p> 	<p><b>G</b></p>
<p><b>JUNCTION_BOX DETAIL</b></p> <p><b>NOT USED</b></p> <p><b>NOTES</b></p>			





7801 FARLEY  
OVERLAND PARK, KS 66204



**BLACK & VEATCH**  
6800 W. 115TH ST. SUITE 2292  
OVERLAND PARK, KS 66211  
(913) 458-2000

PROJECT/PHASE NO: 120039.3513  
DRAWN BY: LCH  
CHECKED BY: TO

REV	DATE	DESCRIPTION
1	01/27/14	ISSUED FOR CONSTRUCTION



IT IS A REQUIREMENT OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING AS AN ENGINEER TO SEAL THIS DOCUMENT.

EDGERTON WATER TANK  
K56193  
401 FIRST STREET  
EDGERTON, KS 66021  
LTE 3C/4C

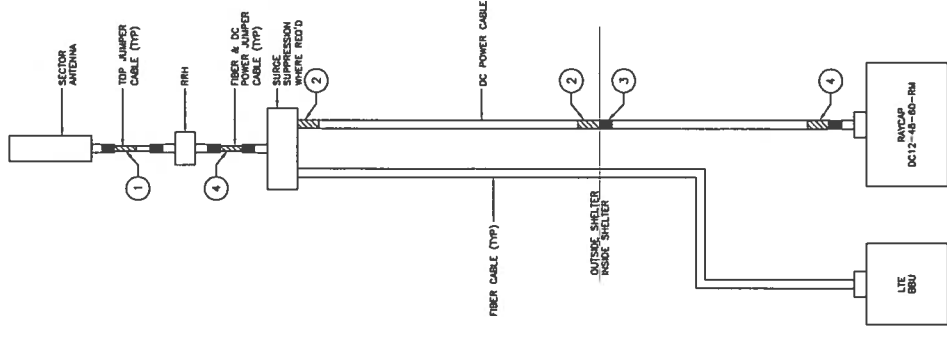
SHEET TITLE  
CABLE COLOR CODING

SHEET NUMBER  
RF-1

# NOTES

1. COLORED TAPES MUST BE 3/4" WIDE, 1/4" HIGH, AND RESISTANT TO WEATHER. ELECTRICAL COLOR CODING MUST BE USED AND MUST BE READILY AVAILABLE TO THE ELECTRICIAN OR CONTRACTOR ON SITE.
2. ALL COLOR CODES MUST BE INSTALLED USING A MINIMUM OF (3) THREE WRAPS OF 3/4" WIDE TAPE. TAPE MUST BE TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNNECESSARY BULGES.
3. ALL COLOR BANDS INSTALLED AT THE TOP OF THE TOWER SHALL BE A MINIMUM OF 1" OF SPACE BETWEEN BANDS. ALL OTHER BANDS SHALL HAVE A MINIMUM OF 3/4" OF SPACE BETWEEN BANDS.
4. ALL COLOR CODES SHALL BE INSTALLED SO AS TO AVOID UNNECESSARY BULGES. FROM SIDE-TO-SIDE.
5. IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT TO BE REMOVED OR SHAVED, THE EXISTING COLOR CODING SCHEME SHALL REMAIN UNTOUCHED.
6. FACTORY MARK JUMPS SHALL BE INSTALLED SO THE LABELS ARE VISIBLE. FACTORY MARK JUMPS SHALL BE INSTALLED WHERE NOTED ON THE FACTORY LABELS.

NO	DESCRIPTION
1	EACH TOP-JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS.
2	EACH CABLE SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS NEAR THE TOP OF MAIN LINE AND WITH (1) SET OF 3/4" WIDE COLOR BANDS JUST PRIOR TO ENTERING THE SHED/OUTDOOR EQUIPMENT.
3	EACH CABLE SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS NEAR THE SHED/OUTDOOR EQUIPMENT.
4	EACH CABLE SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS AT THE ENTRANCE OF THE EQUIPMENT.



LTE DIAGRAM

Sector C			
Cable #	SECTOR	FREQ	PORT
700 MHz TX1/RX1	SECTOR C	700	ORANGE
700 MHz TX2/RX2	SECTOR C	700	ORANGE
850 MHz TX1/RX1	SECTOR C	850	ORANGE
850 MHz TX2/RX2	SECTOR C	850	ORANGE
1900 MHz TX1/RX1	SECTOR C	1900	YELLOW
1900 MHz TX2/RX2	SECTOR C	1900	YELLOW
1900 MHz TX3/RX3	SECTOR C	1900	YELLOW
1900 MHz TX4/RX4	SECTOR C	1900	WHITE
2100 MHz TX1/RX1	SECTOR C	2100	WHITE
2100 MHz TX2/RX2	SECTOR C	2100	ORANGE
2100 MHz TX3/RX3	SECTOR C	2100	WHITE
2100 MHz TX4/RX4	SECTOR C	2100	WHITE
2300 MHz TX1/RX1	SECTOR C	2300	ORANGE
2300 MHz TX2/RX2	SECTOR C	2300	ORANGE
2300 MHz TX3/RX3	SECTOR C	2300	ORANGE
2300 MHz TX4/RX4	SECTOR C	2300	WHITE

Sector F			
Cable #	SECTOR	FREQ	PORT
700 MHz TX1/RX1	SECTOR F	700	ORANGE
700 MHz TX2/RX2	SECTOR F	700	ORANGE
850 MHz TX1/RX1	SECTOR F	850	ORANGE
850 MHz TX2/RX2	SECTOR F	850	ORANGE
1900 MHz TX1/RX1	SECTOR F	1900	YELLOW
1900 MHz TX2/RX2	SECTOR F	1900	YELLOW
1900 MHz TX3/RX3	SECTOR F	1900	YELLOW
1900 MHz TX4/RX4	SECTOR F	1900	WHITE
2100 MHz TX1/RX1	SECTOR F	2100	WHITE
2100 MHz TX2/RX2	SECTOR F	2100	ORANGE
2100 MHz TX3/RX3	SECTOR F	2100	WHITE
2100 MHz TX4/RX4	SECTOR F	2100	WHITE
2300 MHz TX1/RX1	SECTOR F	2300	ORANGE
2300 MHz TX2/RX2	SECTOR F	2300	ORANGE
2300 MHz TX3/RX3	SECTOR F	2300	ORANGE
2300 MHz TX4/RX4	SECTOR F	2300	WHITE

Sector B			
Cable #	SECTOR	FREQ	PORT
700 MHz TX1/RX1	SECTOR B	700	ORANGE
700 MHz TX2/RX2	SECTOR B	700	ORANGE
850 MHz TX1/RX1	SECTOR B	850	ORANGE
850 MHz TX2/RX2	SECTOR B	850	ORANGE
1900 MHz TX1/RX1	SECTOR B	1900	YELLOW
1900 MHz TX2/RX2	SECTOR B	1900	YELLOW
1900 MHz TX3/RX3	SECTOR B	1900	YELLOW
1900 MHz TX4/RX4	SECTOR B	1900	WHITE
2100 MHz TX1/RX1	SECTOR B	2100	WHITE
2100 MHz TX2/RX2	SECTOR B	2100	ORANGE
2100 MHz TX3/RX3	SECTOR B	2100	WHITE
2100 MHz TX4/RX4	SECTOR B	2100	WHITE
2300 MHz TX1/RX1	SECTOR B	2300	ORANGE
2300 MHz TX2/RX2	SECTOR B	2300	ORANGE
2300 MHz TX3/RX3	SECTOR B	2300	ORANGE
2300 MHz TX4/RX4	SECTOR B	2300	WHITE

Sector E			
Cable #	SECTOR	FREQ	PORT
700 MHz TX1/RX1	SECTOR E	700	ORANGE
700 MHz TX2/RX2	SECTOR E	700	ORANGE
850 MHz TX1/RX1	SECTOR E	850	ORANGE
850 MHz TX2/RX2	SECTOR E	850	ORANGE
1900 MHz TX1/RX1	SECTOR E	1900	YELLOW
1900 MHz TX2/RX2	SECTOR E	1900	YELLOW
1900 MHz TX3/RX3	SECTOR E	1900	YELLOW
1900 MHz TX4/RX4	SECTOR E	1900	WHITE
2100 MHz TX1/RX1	SECTOR E	2100	WHITE
2100 MHz TX2/RX2	SECTOR E	2100	ORANGE
2100 MHz TX3/RX3	SECTOR E	2100	WHITE
2100 MHz TX4/RX4	SECTOR E	2100	WHITE
2300 MHz TX1/RX1	SECTOR E	2300	ORANGE
2300 MHz TX2/RX2	SECTOR E	2300	ORANGE
2300 MHz TX3/RX3	SECTOR E	2300	ORANGE
2300 MHz TX4/RX4	SECTOR E	2300	WHITE

Sector A			
Cable #	SECTOR	FREQ	PORT
700 MHz TX1/RX1	SECTOR A	700	ORANGE
700 MHz TX2/RX2	SECTOR A	700	ORANGE
850 MHz TX1/RX1	SECTOR A	850	ORANGE
850 MHz TX2/RX2	SECTOR A	850	ORANGE
1900 MHz TX1/RX1	SECTOR A	1900	YELLOW
1900 MHz TX2/RX2	SECTOR A	1900	YELLOW
1900 MHz TX3/RX3	SECTOR A	1900	YELLOW
1900 MHz TX4/RX4	SECTOR A	1900	WHITE
2100 MHz TX1/RX1	SECTOR A	2100	WHITE
2100 MHz TX2/RX2	SECTOR A	2100	ORANGE
2100 MHz TX3/RX3	SECTOR A	2100	WHITE
2100 MHz TX4/RX4	SECTOR A	2100	WHITE
2300 MHz TX1/RX1	SECTOR A	2300	ORANGE
2300 MHz TX2/RX2	SECTOR A	2300	ORANGE
2300 MHz TX3/RX3	SECTOR A	2300	ORANGE
2300 MHz TX4/RX4	SECTOR A	2300	WHITE

Sector D			
Cable #	SECTOR	FREQ	PORT
700 MHz TX1/RX1	SECTOR D	700	ORANGE
700 MHz TX2/RX2	SECTOR D	700	ORANGE
850 MHz TX1/RX1	SECTOR D	850	ORANGE
850 MHz TX2/RX2	SECTOR D	850	ORANGE
1900 MHz TX1/RX1	SECTOR D	1900	YELLOW
1900 MHz TX2/RX2	SECTOR D	1900	YELLOW
1900 MHz TX3/RX3	SECTOR D	1900	YELLOW
1900 MHz TX4/RX4	SECTOR D	1900	WHITE
2100 MHz TX1/RX1	SECTOR D	2100	WHITE
2100 MHz TX2/RX2	SECTOR D	2100	ORANGE
2100 MHz TX3/RX3	SECTOR D	2100	WHITE
2100 MHz TX4/RX4	SECTOR D	2100	WHITE
2300 MHz TX1/RX1	SECTOR D	2300	ORANGE
2300 MHz TX2/RX2	SECTOR D	2300	ORANGE
2300 MHz TX3/RX3	SECTOR D	2300	ORANGE
2300 MHz TX4/RX4	SECTOR D	2300	WHITE

## ANTENNA COLOR CODE TABLES

Frequency Color	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
ORANGE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
YELLOW	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
WHITE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
ORANGE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
YELLOW	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
WHITE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE

Frequency Color	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
ORANGE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
YELLOW	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
WHITE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
ORANGE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
YELLOW	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
WHITE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE

Frequency Color	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
ORANGE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
YELLOW	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
WHITE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
ORANGE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
YELLOW	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
WHITE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE

Frequency Color	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
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YELLOW	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
WHITE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
ORANGE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
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Frequency Color	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
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YELLOW	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
WHITE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
ORANGE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
YELLOW	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
WHITE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE


Frequency Color	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
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YELLOW	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
WHITE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
ORANGE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
YELLOW	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE
WHITE	700 LTE	850 LTE	1900 LTE	2100 LTE	2300 LTE

COLOR CODE TABLES











7801 FARLEY  
OVERLAND PARK, KS 66204



**BLACK & VEATCH**  
6800 W. 118TH ST. SUITE 2002  
OVERLAND PARK, KS 66211  
(913) 458-2000

PROJECT/PHASE NO. 129039.3513  
DRAWN BY: LKH  
CHECKED BY: TO

REV	DATE	BY	DESCRIPTION
1	04/25/19	BRIDGEWATER	ISSUED FOR CONSTRUCTION



IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO SEAL THIS DOCUMENT.

EDGERTON WATER TANK  
K56193  
401 FIRST STREET  
EDGERTON, KS 66021  
LTE 3C/4C

SHEET TITLE  
LEGEND &  
ABBREVIATIONS

SHEET NUMBER  
GN-1

AB	ABOVE	ANCHOR BOLT	AB	ANCHOR BOLT	ABOVE	ANCHOR BOLT	
AC	ALTERNATING CURRENT	AC	ALTERNATING CURRENT	AC	ALTERNATING CURRENT	AC	ALTERNATING CURRENT
ADD	ADDITIONAL	ADD	ADDITIONAL	ADD	ADDITIONAL	ADD	ADDITIONAL
AF	ABOVE FINISHED FLOOR	AF	ABOVE FINISHED FLOOR	AF	ABOVE FINISHED FLOOR	AF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE	AFG	ABOVE FINISHED GRADE	AFG	ABOVE FINISHED GRADE	AFG	ABOVE FINISHED GRADE
AC	AMPERAGE INTERRUPTION CAPACITY	AC	AMPERAGE INTERRUPTION CAPACITY	AC	AMPERAGE INTERRUPTION CAPACITY	AC	AMPERAGE INTERRUPTION CAPACITY
ALUM	ALUMINUM	ALUM	ALUMINUM	ALUM	ALUMINUM	ALUM	ALUMINUM
ALT	ALTERNATE	ALT	ALTERNATE	ALT	ALTERNATE	ALT	ALTERNATE
ANT	ANTENNA	ANT	ANTENNA	ANT	ANTENNA	ANT	ANTENNA
APPROX	APPROXIMATE	APPROX	APPROXIMATE	APPROX	APPROXIMATE	APPROX	APPROXIMATE
ARCH	ARCHITECTURAL	ARCH	ARCHITECTURAL	ARCH	ARCHITECTURAL	ARCH	ARCHITECTURAL
ATS	AUTOMATIC TRANSFER SWITCH	ATS	AUTOMATIC TRANSFER SWITCH	ATS	AUTOMATIC TRANSFER SWITCH	ATS	AUTOMATIC TRANSFER SWITCH
AWD	AMERICAN WIRE GAUGE	AWD	AMERICAN WIRE GAUGE	AWD	AMERICAN WIRE GAUGE	AWD	AMERICAN WIRE GAUGE
BATT	BATTERY	BATT	BATTERY	BATT	BATTERY	BATT	BATTERY
BLDG	BUILDING	BLDG	BUILDING	BLDG	BUILDING	BLDG	BUILDING
BLK	BLOCK	BLK	BLOCK	BLK	BLOCK	BLK	BLOCK
BNG	BENDING	BNG	BENDING	BNG	BENDING	BNG	BENDING
BNC	BOTTOM OF FOOTING	BNC	BOTTOM OF FOOTING	BNC	BOTTOM OF FOOTING	BNC	BOTTOM OF FOOTING
CAN	CANISTER	CAN	CANISTER	CAN	CANISTER	CAN	CANISTER
CANV	CANVASED	CANV	CANVASED	CANV	CANVASED	CANV	CANVASED
CHG	CHARGING	CHG	CHARGING	CHG	CHARGING	CHG	CHARGING
CLS	CLERK	CLS	CLERK	CLS	CLERK	CLS	CLERK
CLR	CLERK	CLR	CLERK	CLR	CLERK	CLR	CLERK
COL	COLUMN	COL	COLUMN	COL	COLUMN	COL	COLUMN
CON	CONCRETE	CON	CONCRETE	CON	CONCRETE	CON	CONCRETE
CONSTR	CONSTRUCTION	CONSTR	CONSTRUCTION	CONSTR	CONSTRUCTION	CONSTR	CONSTRUCTION
DBL	DOUBLE	DBL	DOUBLE	DBL	DOUBLE	DBL	DOUBLE
DC	DIRECT CURRENT	DC	DIRECT CURRENT	DC	DIRECT CURRENT	DC	DIRECT CURRENT
DEPT	DEPTH	DEPT	DEPTH	DEPT	DEPTH	DEPT	DEPTH
DF	DOUBLE FIBER	DF	DOUBLE FIBER	DF	DOUBLE FIBER	DF	DOUBLE FIBER
DA	DIAMETER	DA	DIAMETER	DA	DIAMETER	DA	DIAMETER
DAG	DIAGONAL	DAG	DIAGONAL	DAG	DIAGONAL	DAG	DIAGONAL
DM	DIMENSION	DM	DIMENSION	DM	DIMENSION	DM	DIMENSION
DWG	DRAWING	DWG	DRAWING	DWG	DRAWING	DWG	DRAWING
DWL	DOWEL	DWL	DOWEL	DWL	DOWEL	DWL	DOWEL
(E)	EXISTING	(E)	EXISTING	(E)	EXISTING	(E)	EXISTING
EA	EACH	EA	EACH	EA	EACH	EA	EACH
EC	ELECTRICAL CONDUCTOR	EC	ELECTRICAL CONDUCTOR	EC	ELECTRICAL CONDUCTOR	EC	ELECTRICAL CONDUCTOR
EL	ELEVATION	EL	ELEVATION	EL	ELEVATION	EL	ELEVATION
ELC	ELECTRICAL	ELC	ELECTRICAL	ELC	ELECTRICAL	ELC	ELECTRICAL
EMT	ELECTRICAL METALLIC TUBING	EMT	ELECTRICAL METALLIC TUBING	EMT	ELECTRICAL METALLIC TUBING	EMT	ELECTRICAL METALLIC TUBING
ENG	ENGINEER	ENG	ENGINEER	ENG	ENGINEER	ENG	ENGINEER
EQ	EQUAL	EQ	EQUAL	EQ	EQUAL	EQ	EQUAL
EXP	EXPANSION	EXP	EXPANSION	EXP	EXPANSION	EXP	EXPANSION
EXT	EXTERIOR	EXT	EXTERIOR	EXT	EXTERIOR	EXT	EXTERIOR
FAB	FABRICATION	FAB	FABRICATION	FAB	FABRICATION	FAB	FABRICATION
FF	FINISH FLOOR	FF	FINISH FLOOR	FF	FINISH FLOOR	FF	FINISH FLOOR
FG	FINISH GRADE	FG	FINISH GRADE	FG	FINISH GRADE	FG	FINISH GRADE
RF	FACILITY INTERFACE FRAME	RF	FACILITY INTERFACE FRAME	RF	FACILITY INTERFACE FRAME	RF	FACILITY INTERFACE FRAME
FIN	FINISHED	FIN	FINISHED	FIN	FINISHED	FIN	FINISHED
FLR	FLOOR	FLR	FLOOR	FLR	FLOOR	FLR	FLOOR
FDN	FOUNDATION	FDN	FOUNDATION	FDN	FOUNDATION	FDN	FOUNDATION
FOC	FACE OF CONCRETE	FOC	FACE OF CONCRETE	FOC	FACE OF CONCRETE	FOC	FACE OF CONCRETE
FOM	FACE OF MASONRY	FOM	FACE OF MASONRY	FOM	FACE OF MASONRY	FOM	FACE OF MASONRY
FOS	FACE OF STUD	FOS	FACE OF STUD	FOS	FACE OF STUD	FOS	FACE OF STUD
FS	FACE OF WALL	FS	FACE OF WALL	FS	FACE OF WALL	FS	FACE OF WALL
FT	FINISH SURFACE	FT	FINISH SURFACE	FT	FINISH SURFACE	FT	FINISH SURFACE
FT	FOOT	FT	FOOT	FT	FOOT	FT	FOOT
FTG	FOOTING	FTG	FOOTING	FTG	FOOTING	FTG	FOOTING
GA	GAUGE	GA	GAUGE	GA	GAUGE	GA	GAUGE
GEN	GENERATOR	GEN	GENERATOR	GEN	GENERATOR	GEN	GENERATOR
GFI	GROUNDING FAULT CIRCUIT INTERRUPTER	GFI	GROUNDING FAULT CIRCUIT INTERRUPTER	GFI	GROUNDING FAULT CIRCUIT INTERRUPTER	GFI	GROUNDING FAULT CIRCUIT INTERRUPTER
GIB	GLASS INSULATED BEAM	GIB	GLASS INSULATED BEAM	GIB	GLASS INSULATED BEAM	GIB	GLASS INSULATED BEAM
GIS	GLASS INSULATED SYSTEM	GIS	GLASS INSULATED SYSTEM	GIS	GLASS INSULATED SYSTEM	GIS	GLASS INSULATED SYSTEM
GND	GROUND	GND	GROUND	GND	GROUND	GND	GROUND
GSM	GLOBAL SYSTEM FOR MOBILE	GSM	GLOBAL SYSTEM FOR MOBILE	GSM	GLOBAL SYSTEM FOR MOBILE	GSM	GLOBAL SYSTEM FOR MOBILE
HOR	HEADER	HOR	HEADER	HOR	HEADER	HOR	HEADER
HOR	HANGER	HOR	HANGER	HOR	HANGER	HOR	HANGER
HNG	HEAT/VENTILATION/AIR CONDITIONING	HNG	HEAT/VENTILATION/AIR CONDITIONING	HNG	HEAT/VENTILATION/AIR CONDITIONING	HNG	HEAT/VENTILATION/AIR CONDITIONING
HT	HEIGHT	HT	HEIGHT	HT	HEIGHT	HT	HEIGHT
IR	INTERIOR GROUND RING	IR	INTERIOR GROUND RING	IR	INTERIOR GROUND RING	IR	INTERIOR GROUND RING
IN	INCH	IN	INCH	IN	INCH	IN	INCH
INT	INTERIOR	INT	INTERIOR	INT	INTERIOR	INT	INTERIOR

EXOTHERMIC CONNECTION

MECHANICAL CONNECTION

CHEMICAL ELECTROLYTIC GROUNDING SYSTEM

TEST CHEMICAL ELECTROLYTIC GROUNDING SYSTEM

EXOTHERMIC WITH INSPECTION SLEEVE

GROUNDING BAR

GROUND ROD

TEST GROUND ROD WITH INSPECTION SLEEVE

SINGLE POLE SWITCH

DUPLEX RECEPTACLE

DUPLEX GFI RECEPTACLE

FLUORESCENT LIGHTING FIXTURE

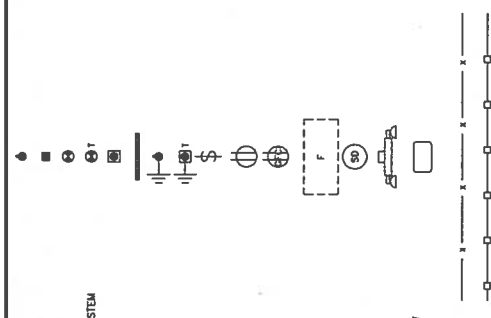
(2) TWO LAMPS 48"-18"

SMOKE DETECTION (DC)

EMERGENCY LIGHTING (DC)

SECURITY LIGHT W/PHOTOCELL ULTRAVIOLET ALARM

LED-1-234400/51K-SN-120-PC-00010



CHAINLINK FENCE

WOOD/WROUGHT IRON FENCE

WALL STRUCTURE

LEASE AREA

PROPERTY LINE (P.L.)

SETBACKS

ICE BRIDGE

CABLE TRAY

WATER LINE

UNDERGROUND POWER

UNDERGROUND TELCO

OVERHEAD POWER

OVERHEAD TELCO

UNDERGROUND TELCO/POWER

ABOVE GROUND POWER

ABOVE GROUND TELCO

ABOVE GROUND TELCO/POWER

WORKPOINT

SECTION REFERENCE

DETAIL REFERENCE

ELEVATION MARKER

ABBREVIATIONS

LEGEND





7801 FARLEY  
OVERLAND PARK, KS 66204



**BLACK & VEATCH**

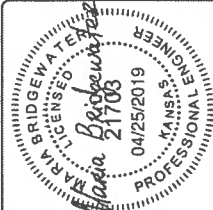
800 W. 115TH ST, SUITE 2292  
OVERLAND PARK, KS 66211  
(913) 458-2000

PROJECT/PHASE NO: 129039.3513

DRAWN BY: LGH

100

REV	DATE	DESCRIPTION
0	04/24/18	ISSUED FOR CONSTRUCTION



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

EDGERTON WATER TANK  
KS6193  
401 FIRST STREET  
EDGERTON, KS 66021  
LTF 3C/4C

GENERAL CONSTRUCTION  
NOTES

SHEET NUMBER

GN-2

## GENERAL CONSTRUCTION NOTES

GENERAL CONTRACTOR (CONSTRUCTION)  
OVERLAND CONTRACTING INC. (Bldg)  
GENERAL CONTRACTOR - OVERLAND CONTRACTING INC. (Bldg)  
FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEVIATIONS SHALL APPLY:

2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND MEET PROJECT SPECIFICATIONS.
3. GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, ELEVATIONS, AND UTILITIES. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FOR CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND AUTHORITY REGARDING THE PERFORMANCE OF WORK.
5. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
7. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY. UNLESS OTHERWISE NOTED, DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN IN PARENTHESES ARE TO EXISTING SURFACES UNLESS OTHERWISE NOTED. FIELD CONDITIONS MAY VARY FROM DRAWINGS. SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND PUBLIC AREAS. GENERAL CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AND PUBLIC AREAS SHALL CONFORM TO ALL LOCAL REQUIREMENTS AND THE LOCAL JURISDICTION.
11. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER COMPANIES.
12. DESIGN SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED PERSONNEL IN PLUMB AND TRUE AS INDICATED ON THE DRAWINGS.
13. SEAL PENETRATIONS THROUGH FIRE RATED AREA CLEAN, HAZARD FREE, AND DISPOSAL OF ALL DEBRIS.
14. THIS PROJECT IS REPRESENTED BY LIGHT SHADED LINES AND NOTES. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO ANY CHANGES OR ANY EXISTING CONDITIONS THAT DEViate FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
15. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
16. THE CONTRACTOR SHALL PROTECT EXISTING WORKSOURCES, PASSENGERS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
17. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTIONS.
18. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRUCKS AND CONTRACTORS TO THE SITE AND/OR BUILDING.
19. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
20. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
21. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE TOILETS FOR THE EMPLOYEES WITH A RATING OF NOT LESS THAN 2-A-OT 2-AIO-B-C AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF THE WORK.
22. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE REDUCED AS MUCH AS POSSIBLE WITHOUT CAUSING DAMAGE TO THE UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) TRAINING FOR THE WORKING CREW, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.
23. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE PROPER EXECUTION OF THE WORK, SHALL BE REMOVED OR ABANDONED. CONTRACTOR SHALL REMOVE FORMS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
24. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY A UNIFORM SLOPE AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAYS, SHALL BE GRADED TO A UNIFORM SLOPE AND STABILIZED TO PREVENT EROSION.
25. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL.
26. NO FILL OR EMBAZEMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBAZEMENT.
27. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY. ALL EXISTING GRASS SHALL BE REMOVED AND REPLACED WITH TOP SOIL. ALL FILL OR OTHER MATERIAL, PRE-APPROVED IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLAMABLE FILL OR OTHER MATERIAL, PRE-APPROVED BY THE LOCAL JURISDICTION.
28. ALL NECESSARY BURSTS, STUMPS, DEBRIS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DEPOSITED OF IN A LAWFUL MANNER.
29. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.
30. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT RECORDS TO THE GENERAL CONTRACTOR UPON

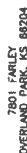
- CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.
32. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE.
33. THE FACILITY SHALL BE DESIGNED TO BE MAINTAINED AND REPAIRED BY THE USER, NOT THE CONTRACTOR, AND IS NOT FOR HAZARD MAINTENANCE (NO HANDCAP ACCESS REQUIRED).
34. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH.
35. NO AIR-TO-AIR OR AIR-TO-GROUND TRANSMISSIONS SHALL BE PERMITTED.
36. NO OUTRIGGER STORAGE OR SOLID WASTE CONTAINERS ARE PROPOSED.
37. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST REVISION AIRCRAFT MOBILITY EQUIPMENT STANDARD TECHNICAL SPECIFICATION FOR CONSTRUCTION OF GSA/OPRS WIRELESS SITES\* AND TECHNICAL SPECIFICATION FOR FACILITY GROUNDING\* IN CASE OF CONFLICT BETWEEN THE CONSTRUCTION SPECIFICATION AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR IMMEDIATELY.
38. IF A CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.
39. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
40. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE USER. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
41. NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING, IF REQUIRED, WILL MEET FAA STANDARDS AND REQUIREMENTS.
42. ALL COAXIAL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.
43. SITE/ANTENNA MOUNTING
44. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS MUST CONFORM TO CURRENT ANSI/TIA-222 OR APPLICABLE LOCAL CODES.
45. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A153 "ZINC HOT-DIP GALVANIZED COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.
46. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.
47. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
48. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.
49. CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.
50. UNLESS NOTED OTHERWISE, ALL ANTENNAS SHALL BE TERMINATED WITH A 50-ohm LOAD TO ENSURE PROPER MATCHING AND PREVENT REFLECTIONS. ANTENNAS SHALL BE INSTALLED WITH A MINIMUM OF SELF-FUSING TAPE OVER THE CAP/JUNT AND CONNECTOR NECK FOLLOWED BY A MINIMUM OF 2 WRAPS OF QUALITY BLACK TAPE OVER THE BUILT OR SELF-FUSING TAPE. DO NOT COVER AND HEAT.
51. PRIOR TO SETTING ANTENNA, VALIDATE AND VERIFY ANTENNA CONSTRUCTION SHALL CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE PLUMB. ANTENNA ADJUSTING SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN +/- 3° AS DEFINED BY THE RTOS. ANTENNA DOWNLITS SHALL BE WITHIN +/- 0.5° AS DEFINED BY THE RTOS. REFER TO NC-00248.
52. JUMPS FROM THE TMA'S MUST TERMINATE TO OPPOSITE POLARIZATIONS IN EACH SECTOR.
53. CONTRACTOR SHALL RECORD THE SPTRAL E, SECTOR, AND POSITION OF EACH ANTENNA INSTALLED AT THE ANTENNAS AND PROVIDE THE INFORMATION TO AIRF.
54. TMA'S SHALL BE MOUNTED ON PIPE DIRECTLY BEHIND ANTENNAS AS CLOSE TO ANTENNA AS FEASIBLE IN A VERTICAL POSITION.
55. ANTENNAS SHALL HAVE A 2'-0" MIN. CENTER TO CENTER HORIZONTAL SEPARATION.
56. TORQUE REQUIREMENTS
57. ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH.
58. ALL RF CONNECTIONS, GROUNDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION.
59. A CORROSION PROTECTANT SHALL BE APPLIED TO ALL CONNECTIONS.
60. GROUNDING HARDWARE SHALL BE INSTALLED TO THE TMA'S SHALL BE STARTING FROM THE PERCUS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE: GROUND BAR, ANTENNA BRACKET METAL.
61. ALL 8U ANTENNA HARDWARE SHALL BE TIGHTENED TO 9 LB-FT (12 NM).
62. ALL 12U ANTENNA HARDWARE SHALL BE TIGHTENED TO 43 LB-FT (58 NM).
63. ALL GROUNDING HARDWARE SHALL BE TIGHTENED UNTIL THE LOCK WASHER COLLAPSES AND THE GROUNDING HARDWARE IS NO LONGER LOOSE.
64. ALL OM TYPE CONNECTIONS SHALL BE TIGHTENED TO 18-22 LB-FT (24.4 - 29.8 NM).
65. ALL IN TYPE CONNECTIONS SHALL BE TIGHTENED TO 15-20 LB-IN (1.7 - 2.3 NM).
66. FIBER & POWER CABLE MOUNTING
67. THE FIBER OPTIC TRUNK CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNELS, CABLE TRAYS OR CABLE TRAY WITH INSTALLED FIBER OPTIC TRUNK CABLES INTO A CABLE TRAY SYSTEM. THEY SHALL BE INSTALLED INTO AN ENTER DUCT AND A PARTITION BARRIER SHALL BE INSTALLED BETWEEN THE 600 VOLTS AND 15KV CABLES. THE CABLES SHALL BE INSTALLED INTO THE CABLE TRAY AND THE CABLE TRAY SHALL HAVE APPROVED CABLE RESTRAINTS EVERY (60) SIXTY FEET AND SECURELY FASTENED TO THE CABLE TRAY SYSTEM. NTPA 70 (NEC) ARTICLE 770 RULES SHALL APPLY.
68. THE TYPE T-ER CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNELS, CABLE TRAYS OR CABLE TRAY AND SHALL BE SECURED AT INTERVALS NOT EXCEEDING (6) SIX FEET AN EXCEPTION: WHERE TYPE T-ER CABLES ARE NOT SUBJECT TO PHYSICAL DAMAGE, CABLES SHALL BE PERMITTED TO HAVE A TRANSITION FROM T-ER CABLES TO T-ER CABLES AT A DISTANCE OF (6) SIX FEET. THE DISTANCE BETWEEN THE T-ER CABLES ON DEVICES, A DISTANCE (6) SIX FEET SHALL NOT BE EXCEEDED WITHOUT CONTINUOUS SUPPORTING. NTPA 70 (NEC) ARTICLES 338 AND 397 RULES SHALL APPLY.
69. WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE T-ER CABLES INTO CONDUITS, NTPA 70 (NEC)

**COMVAL CABLE NOTES**

93. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS, PRIOR TO ORDERING CONTRACTOR SHALL VERIFY ACTUAL LINE LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTH EXCEEDS ESTIMATED LENGTH.
  94. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL
  95. CONTRACTOR SHALL CONFIRM COAX CABLE CODING PRIOR TO CONSTRUCTION. REFER TO "ANTENNA SYSTEM LABELLING STANDARD NO-00027 LATEST VERSION."
  96. ALL JUMPS TO THE ANTENNAS FROM THE MAIN TRANSDUCION LINE SHALL BE 1/2" DIA. LDT AND SHALL NOT EXCEED 6'-0"
  97. ALL COAXIAL CABLE SHALL BE SECURED TO THE DISCRETE SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4'-0" OC.
  98. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.
  99. CONTRACTOR SHALL WEATHERPROOF ALL ANTENNA CONNECTORS WITH SELF AMALGAMATING TAPE. WEATHERPROOFING SHALL BE COMPLETED IN STRICT ACCORDANCE WITH ASST MANUFACTURERS' SPECIFICATIONS.
- GENERAL CABLE AND EQUIPMENT NOTES**
70. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ANTENNA, TMS, DEXLERS, AND COAX CONFIGURATION, WAVE AND MODELS PRIOR TO INSTALLATION.
  71. ALL CONNECTIONS FOR HANGARS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S RECOMMENDATIONS.
  72. CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/RUNNING.
  73. ALL OUTDOOR RF CONNECTORS/CONNECTIONS SHALL BE WEATHERPROOFTED, EXCEPT THE RET. CONNECTORS, WHICH WILL BE WEATHERPROOFTED BY THE SUPPLIER. CONTRACTOR SHALL WEATHERPROOFTED A MINIMUM OF ONE-HALF INCH WITH OVERLAP ON EACH TURN AND EACH LAYER SHALL BE WRAPPED THREE TIMES THICKNESS OF THE WEATHERPROOFING SHALL BE SMOOTH WITHOUT BUCKLING BUTYL BLEEDING IS NOT ALLOWED.
  74. IF REQUIRED TO PAINT ANTENNAS AND/OR COAX:
    - A. REMEDIATION SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING:
    - B. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDOWNER.
    - C. FOR REGULATED TOWERS: PA/PTCS APPROVED PAINT IS REQUIRED.
    - D. ON NON REGULATED TOWERS: COATING OR AN EQUIVALENT GRABE NUMBER.
  75. CONTRACTOR SHALL FOLLOW THE FOLLOWING COAXIAL CABLE GROUNDING NITS. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS.
    - A. GROUNDED AT THE ANTENNA LEVEL.
    - B. GROUNDED AT MID LEVEL, TOWERS WHICH ARE OVER 300'-0". ADDITIONAL CABLE GROUNDING IS REQUIRED.
    - C. GROUNDED AT BASE OF TOWER PRIOR TO TURNING HORIZONTAL.
    - D. GROUNDED AT THE POINT WHERE THE TOWER MEETS THE GROUND.
    - E. GROUNDED INSIDE THE EQUIPMENT SHELTER AT THE ENTRY PORT.
    - F. GROUNDED INSIDE THE EQUIPMENT SHELTER AT THE EXIT PORT.
  76. ALL PROPOSED GROUND BAR DOWNLEADS ARE TO BE TERMINATED TO THE EXISTING ADJACENT GROUND BAR DOWNLEADS A MINIMUM DISTANCE OF 4'-0" BELOW GROUND BAR. TERMINATIONS MAY BE EITHER HEAT OR COMPRESSION.
  77. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ANTENNA AND THE COAX CONFIGURATION IS THE CORRECT MAKE AND MODEL. PRIOR TO INSTALLATION.
  78. ALL CONNECTIONS FOR HANGARS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S SPECIFICATION & RECOMMENDATIONS.
  79. ANTENNA CONTRACTOR SHALL FURNISH AND INSTALL A 12'-0"-T-BOOM SECTOR ANTENNA MOUNT IF APPLICABLE, INCLUDING ALL HARDWARE.
  80. PHOTO DOCUMENTATION SHALL INCLUDE PHOTOS OF ALL MOUNTING HARDWARE INSTALLED TIGHT AND LOOSE.
  81. INSTALLATION MANUALS FOR HVAC REQUIRED TO COMPLY WITH ALL SPECIFICATIONS CAN BE ACCESSSED IN THE BLACK & WHITE TOUR SOU LUNARY VIA THE FOLLOWING URL:  
[http://blackandwhiteair.com/pdfs/FIRST Edition Manual.pdf](http://blackandwhiteair.com/pdfs/FIRST%20Edition%20Manuals.pdf)  
[http://blackandwhiteair.com/pdfs/SECOND Edition Manual.pdf](http://blackandwhiteair.com/pdfs/SECOND%20Edition%20Manuals.pdf)

[https://blacksandvetch.shorepoint.com/Usama/ESS/Telecom/Projects/PublicNetworks/ATT/ATTUrn/ATTUrnScope/workdocuments/\\_layouts/15/start.aspx#/Shared20Documents/Forma/AltItems.aspx](https://blacksandvetch.shorepoint.com/Usama/ESS/Telecom/Projects/PublicNetworks/ATT/ATTUrn/ATTUrnScope/workdocuments/_layouts/15/start.aspx#/Shared20Documents/Forma/AltItems.aspx)



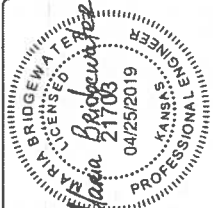


**BLACK & VEATCH**

6500 W. 115TH ST., SUITE 2292  
OVERLAND PARK, KS 66211  
(913) 458-2000

PROJECT/PHASE NO:	129039.3513
DRAWN BY:	LGH
CHECKED BY:	TD

REV	DATE	DESCRIPTION
0	04/24/18	ISSUED FOR CONSTRUCTION



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

EDGERTON WATER TANK  
KS6193  
401 FIRST STREET  
EDGERTON, KS 66021  
LTE 3C/4C

**SHEET TITLE**  
**GENERAL**  
**ELECTRICAL**

**GN-3**

**GENERAL - PART 1**

### 1.1 GENERAL CONDITIONS

- A. CONTRACTOR SHALL INSPECT THE EXISTING SITE CONDITIONS PRIOR TO SUBMITTING BID, ANY QUESTIONS ARISING DURING THIS PERIOD ARE TO BE FORWARDED TO THE CONTRACTOR'S FIELD OFFICE. THE CONTRACTOR SHALL ADVISE THE PROJECT MANAGER OF ANY DISCREPANCIES IN THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.
- B. THE CONTRACTOR SHALL OBTAIN PERMITS, LICENSES, MAKE ALL POSTS AND PAY ALL FEES REQUIRED FOR THE CONSTRUCTION PERFORMANCE FOR THE WORK UNDER THIS SECTION.
- C. DRAWINGS SHOW THE GENERAL ARRANGEMENT OF ALL SYSTEMS AND COMPONENTS COVERED UNDER THIS SECTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, INCLUDING SHALL NOT BE SOLED TO DETERMINE DIMENSIONS.
- D. LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES.

**A. ALL WORK SHALL BE**

- THE PUBLICATIONS LISTED BELOW ARE PART OF THIS SPECIFICATION. EACH PUBLICATION SHALL BE THE LATEST REVISION AND ADDENDUM IN EFFECT ON THE DATE THIS SPECIFICATION IS ISSUED FOR CONSTRUCTION. THE LATEST REVISIONS AND ADDENDUM SHALL BE AVAILABLE TO THE BIDDERS HEREON ON THE DETAILS OF THE DRAWINGS. WORK INCLUDED IN THIS SPECIFICATION SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THESE PUBLICATIONS.
1. ANSI/IEEE (AMERICAN NATIONAL STANDARDS INSTITUTE)
  2. IEEE (INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS)
  3. ICE (INSULATED CABLE ENGINEERS ASSOCIATION)
  4. NEMA (NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION)
  5. NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)
  6. OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION)
  7. UL (UNDERWRITERS LABORATORIES, INC.)
- 7-10-10

WOMAN IN 24THC 41

- B. ALL ELECTRICAL EQUIPMENT UNDER THIS CONTRACT SHALL BE PROPERLY TESTED, ADJUSTED, AND ALIGNED BY THE CONTRACTOR.
- C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATING, DRAINING, TRENCHES, BACKFILLING, AND REPAIRS TO EXISTING UTILITIES.
- D. THE CONTRACTOR SHALL SUBMIT TO THE OWNER WITH CERTIFICATES OF A FINAL INSPECTION AND APPROVAL FROM THE INSPECTION AUTHORITIES HAVING JURISDICTION.
- E. THE CONTRACTOR SHALL PREPARE A COMPLETE SET OF AS-BUILT DRAWINGS, DOCUMENT ALL WRING AND TIE-IN INFORMATION, AND SUBMIT TO THE OWNER WITHIN THE CONTRACT. THE AS-BUILT DRAWINGS SHALL BE SUBMITTED AT THE COMPLETION OF THE PROJECT.

## 2.1 GENERAL

- A. ALL MATERIALS AND EQUIPMENT SHALL BE UL LISTED, NEMA, AND FREE FROM DEFECTS.
- B. THE TYPE OF MATERIALS AND EQUIPMENT TO BE ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION SHALL BE LISTED AND APPROVED.
- C. ALL MATERIALS SHALL BEAR THE UNDERWRITER LABORATORIES LABEL OF APPROVAL AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
- D. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED. 10,000 AC ANNUAL VOLTAGE SHALL BE USED TO DETERMINE THE SHORT CIRCUIT CURRENT. THE CURRENT RATING SHALL BE IN ACCORDANCE WITH ARTICLE 110.2.4, N.E.C OR THE MOST CURRENT ADOPTED CODE FOR THE GOVERNING JURISDICTION.

### 1. RIGID METAL CO

2. LIGHTTIGHT FLEXIBLE METAL CONDUIT SHALL BE UL LISTED.
3. CONDUIT CLAMPS, STRAPS AND SUPPORTS SHALL BE STEEL OR MALLEABLE IRON. ALL FITTINGS SHALL BE COMPRESSION AND CONCRETE TIGHT TYPE. GROUNDING BUSHINGS WITH INSULATED THREADS SHALL BE INSTALLED ON ALL CONDUIT TERMINATIONS.
4. NONMETALLIC CONDUIT AND FITTINGS SHALL BE SCHEDULE 40 PVC. INSTALL USING SOLVENT-CEMENT-TYPE JOINTS, AS RECOMMENDED BY THE MANUFACTURER.

1. AC COMPLETES

1. SINGLE CONDUCTOR, COPPER, TYPE THHN/THW-2, 60 VOLTS, SIZE AS INDICATED, #12 AND LARGER SHALL BE THE MINIMUM SIZE CONDUCTOR USED.
2. #10 AWG AND SMALLER CONDUCTOR SHALL BE SOLID OR STRANDED AND #8 AWG AND LARGER CONDUCTORS SHALL BE STRANDED.
3. SOLDERLESS, COMPRESSION-TYPE CONNECTORS SHALL BE USED FOR TERMINATION OF ALL STRANDED CONDUCTORS.
4. ALL CONDUCTORS WITHIN THE CABINETS SHALL BE NUMBERED IN ACCORDANCE WITH THE NEC AND CABLE MANUFACTURER'S RECOMMENDATIONS.
5. ALL CONDUCTORS SHALL BE TAPPED AT BOTH ENDS OF THE CONDUCTOR, AT APPL. PANEL BOXES, 1/2-BOXES, EQUIPMENT AND CABINETS AND SHALL BE IDENTIFIED WITH APPROVED PLASTIC TAGS.

1. *Phragmites australis* (Cav.) Trin. ex Steud.

1. EXTERNALLY OPERABLE, HANDLE-LOCKABLE AND INTERLOCK WITH COVER IN CLOSED POSITION, RATING AS INDICATED, UN LABELED FURNISHED IN NEMA 3R ENCLOSURE, SQUARE-TO OR ENGINEERED APPROVED EQUAL.
- D. CHEMICAL ELECTROLYTIC GROUNDING SYSTEM:
  1. INSTALL CHEMICAL GROUNDING AS REQUIRED. THE SYSTEM SHALL BE ELECTROLYTIC MAINTENANCE FREE ELECTRODE CONSISTING OF RODS WITH A MINIMUM 1/2 AND CUI EXTERNALLY WELDED PERMANENT PROTECTIVE BOES, AND BACDOLL MATERIAL MANUFACTURED TO BE TWOCOLE XIT

3. BACKFILL MATERIAL SHALL BE LYNDCRITE AND LINDCRITE GROUNDING CABLE.
- E. SYSTEM REQUIREMENTS:
1. ALL GROUNDING COMPONENTS SHALL BE THINNED AND GROUNDING CONDUCTOR SHALL BE  $F_2$  AVG BARE, SOLD, COPPER AND RELATED ITEMS NOTED.
  2. GROUNDING BUSSES SHALL BE BARE, THINNED, ANNEALED COPPER BARS OF RECTANGULAR CROSS SECTION. STANDARD BUS BARS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. THEY SHALL BE THINNED TO MEET THE REQUIREMENTS OF THE SPECIFICATIONS. GROUNDING BUSES SHALL BE IDENTIFIED WITH MINIMUM 3/4" LETTERS BY ANY OF STEELCONE OR DESIGNATION PLATE.
  3. CONNECTIONS SHALL BE HIGH-COMPRESSION, HEAVY DUTY, LISTED AND LABELED AS GROUNDING CONNECTIONS FOR THE MATERIALS LISTED. USE TWO-HOLE COMPRESSION LUGS WITH HEAT SHRINK FOR MECHANICAL CONNECTIONS. INTERIOR CONNECTIONS SHALL BE HIGH-COMPRESSION LUGS WITH INSPECTION WINDOW AND CLEAR HEAT SHRINK. SIZE AND COMPRESSION OF CONNECTIONS AND OTHER PLUGS TO BE CONNECTED.
  4. GROUNDING RODS SHALL BE ENCO AL30000, CORROD-CLAD STEEL WITH HIGH-STRENGTH STEEL CORE, 3/8"x10'-0", ALL GROUNDING RODS SHALL BE INSTALLED WITH INSPECTION SLEEVE.
  5. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL COMPARTS IN CONFORMANCE WITH THE AT&T SPECIFICATIONS, DISCONNECT SWITCHES, STARTERS, AND EQUIPMENT CABBETS.
- F. OTHER MATERIALS:
1. THE CONTRACTOR SHALL PROVIDE OTHER MATERIALS, THOUGH NOT SPECIFICALLY RECOMMENDED, WHICH ARE REQUIRED FOR A COMPLETELY OPERATIONAL SYSTEM AND PROPER INSTALLATION OF THE WORK.
  2. PROVIDE PULL BOXES AND JUNCTION BOXES WHERE SHOWN OR REQUIRED BY THE NEC.
  3. PANELS AND LOAD CENTERS.
  4. ALL LOAD REQUIREMENTS SHALL BE TOPROBATION

11/11/2011

**A. ALL MATERIAL AS RECOMMENDATION**

- B. EQUIPMENT SHALL BE THOROUGHLY COATED AND PROTECTED AGAINST DIRT OR WATER, AND AGAINST CHEMICAL OR MECHANICAL INJURY DURING INSTALLATION AND CONSTRUCTION PERIODS.
12. LABOR AND WORKMANSHIP:
  - A. ALL LABOR FOR THE INSTALLATION OF MATERIALS AND EQUIPMENT FURNISHED FOR THE ELECTRICAL SYSTEM SHALL BE INSTALLED BY EXPERIENCED WORKMEN, IN A NEAT AND WORKMAN-LIKE MANNER.
  - B. ALL ELECTRICAL EQUIPMENT SHALL BE ADJUSTED, ALIGNED AND TESTED BY THE CONTRACTOR AS REQUIRED TO PRODUCE THE INTENDED PERFORMANCE.
  - C. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL THOROUGHLY CLEAN ALL EXPOSED EQUIPMENT, REMOVE ALL

### CONCLUSIONS:

4. INSTALLATION:
1. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN CONDUIT AS SPECIFIED, NO CONDUIT OR TUBING OF LESS THAN 1/4" INCH THICK SIZE.
  2. PROVIDE RIGID FOR SCHEDULE 40 CONDUIT FOR ALL RIGIDS, BUT OTHERWISE NOTED. EMT MAY BE INSTALLED FOR EXTENSION CONDUITS WHERE NOT SUBJECT TO PHYSICAL DAMAGE.

## ALLEYS, CONC

4. USE GALVANIZED FLEXIBLE STEEL CONDUIT WHERE DIRECT CONNECTION TO EQUIPMENT WITH MOVEMENT, VIBRATION, OR SHOCK IS ANTICIPATED. GALVANIZED STEEL CONDUIT SHALL BE INSTALLED TO PROVIDE PROTECTION TO EQUIPMENT. INSTALL GALVANIZED FLEXIBLE STEEL CONDUIT AT ALL PORTS OF CONNECTION TO EQUIPMENT MOUNTED ON SUPPORT TO ALLOW FOR EXPANSION AND CONTRACTION.
5. RUN ALL CONDUIT BETWEEN BOXES OR EQUIPMENT SITES. DO NOT CONDUIT ABOVE THE CEILING OF THREE STORY BUILDINGS. CONDUIT SHALL BE MADE WITH THE UL LISTED RIGID OR FLEXIBLE TO EXCEED ELBOWS MAY BE USED.
6. FILL FABRICATED CONDUITS SHALL BE CUT SQUARE WITH A CONDUIT CUTTING TOOL AND REAMED TO PROVIDE A SMOOTH INSIDE SURFACE.
7. PROVIDE INSULATED GROUNDING BUSBARS FOR ALL CONDUITS.
8. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL CONDUITS DURING CONSTRUCTION. EQUIPMENT OWNERS IN CHARGE OF EQUIPMENT SHALL BE RESPONSIBLE FOR PROVIDING ALL CONDUIT TO EQUIPMENT. WATER CONTAMINATION SHALL REPLACE ANY CONDUIT CONTAINING FOREIGN MATERIALS THAT CANNOT BE REMOVED.
9. ALL CONDUITS SHALL BE SHARED LENGTH BY TAPPING AN APPROPRIATE SIZE MANHOLE THROUGH THE CONDUIT BEFORE INSTALLATION OF CONDUITS OR CABLES. CONDUIT SHALL BE FREE OF DIRT AND DEBRIS.
10. INSTALL PALL STRINGS IN ALL CLEAN EMPTY CONDUITS. IDENTIFY PALL STRINGS AT EACH END.
11. INSTALL 2" HEAVY VISIBLE AND DETECTABLE TYPE 17" ABOVE ALL UNDERGROUND CONDUITS AND CONDUCTORS.
12. CONDUITS SHALL BE INSTALLED IN SUCH A MANNER AS TO ENSURE AGAINST COLLISION OR DAMAGE.

13. PROVIDE CORRECTIONS

- THROUGH THE BUILDING, DO NOT PENETRATE STRUCTURAL MEMBERS. SLEEVES AND/OR PENETRATIONS IN FIRE RATED CONSTRUCTION SHALL BE EFFECTIVELY SEALED WITH FIRE RATED MATERIAL WHICH SHALL MAINTAIN THE FIRE RATING OF THE WALL OR STRUCTURE. FIRE STOPS AT FLOOR PENETRATIONS SHALL PREVENT PASSAGE OF WATER, SMOKE, FIRE, AND FUMES. ALL MATERIAL SHALL BE UL APPROVED FOR THIS PURPOSE.

## 1. ALL POWER V

- | DESCRIPTION | 208/240/120 VOLT SYSTEMS |
|-------------|--------------------------|
| PHASE A     | BLACK                    |
| PHASE B     | RED                      |
| PHASE C     | BLUE                     |
| NEUTRAL     | WHITE                    |
| GROUNDING   | GREEN                    |
2. SPICES SHALL BE MADE ONLY AT OUTLETS. JUNCTION BOXES, OR ACCESSIBLE RACEWAY CONDUITS

3. PULLING LUMBERCABLE SHALL BE, IF APPROVED, CONTRACTOR SHALL USE NYLON OR HEMP ROPE FOR PULLING CONDUCTOR OR CABLE INTO THE CONDUIT.
4. CABLES SHALL BE HEAVILY TRAINED, WITHOUT INTERLACING, AND BE OF SUFFICIENT LENGTH IN ALL BOXES & EQUIPMENT TO PERMIT MAKING A NEAT ARRANGEMENT. CABLES SHALL BE SECURED IN ALL BOXES & EQUIPMENT TO PREVENT MOVEMENT. CABLES SHALL BE PROTECTED FROM MECHANICAL INJURY AND MOISTURE. SHARP BENDS OVER CONDUIT BUSHINGS IS PROHIBITED. DAMAGED CABLES SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
- C. DISCONNECT SWITCHES
1. INSTALL DISCONNECT SWITCHES LEVEL AND PLUMB, CONNECT TO WIRING SYSTEM AND GROUNDING SYSTEM AS INDICATED.
- D. GROUNDING
1. ALL METALLIC PARTS OF ELECTRICAL EQUIPMENT WHICH DO NOT CARRY CURRENT SHALL BE PROTECTED BY GROUNDING. GROUNDING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, THE NATIONAL FIRE PROTECTION ASSOCIATION, THE NATIONAL BUREAU OF STANDARDS (NFPA-70, NFPA-78, NFPA-79, NFPA-80, NFPA-85, NFPA-90A, NFPA-90B, NFPA-95, NFPA-100, NFPA-101, NFPA-102, NFPA-103, NFPA-104, NFPA-105, NFPA-106, NFPA-107, NFPA-108, NFPA-109, NFPA-110, NFPA-111, NFPA-112, NFPA-113, NFPA-114, NFPA-115, NFPA-116, NFPA-117, NFPA-118, NFPA-119, NFPA-120, NFPA-121, NFPA-122, NFPA-123, NFPA-124, NFPA-125, NFPA-126, NFPA-127, NFPA-128, NFPA-129, NFPA-130, NFPA-131, NFPA-132, NFPA-133, NFPA-134, NFPA-135, NFPA-136, NFPA-137, NFPA-138, NFPA-139, NFPA-140, NFPA-141, NFPA-142, NFPA-143, NFPA-144, NFPA-145, NFPA-146, NFPA-147, NFPA-148, NFPA-149, NFPA-150, NFPA-151, NFPA-152, NFPA-153, NFPA-154, NFPA-155, NFPA-156, NFPA-157, NFPA-158, NFPA-159, NFPA-160, NFPA-161, NFPA-162, NFPA-163, NFPA-164, NFPA-165, NFPA-166, NFPA-167, NFPA-168, NFPA-169, NFPA-170, NFPA-171, NFPA-172, NFPA-173, NFPA-174, NFPA-175, NFPA-176, NFPA-177, 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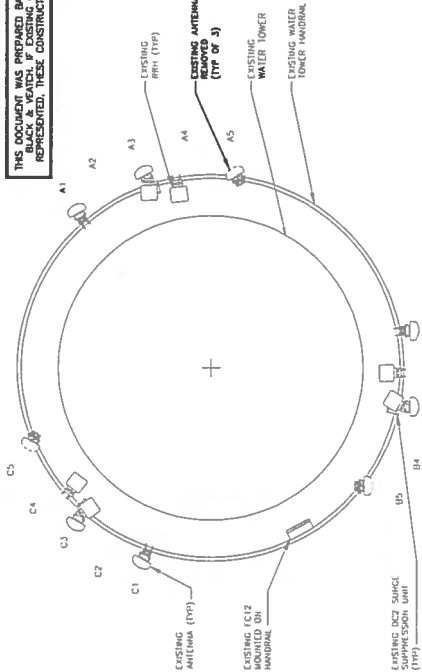
RECEIVED DECEMBER 11 1963

7. WRITTEN TEST REPORTS UPON COMPLETION.
- B. WHEN MATERIAL AND/OR WORKMANSHIP IS FOUND NOT TO COMPLY WITH THE SPECIFIED REQUIREMENTS, THE NON-COMPLYING ITEMS SHALL BE REMOVED FROM THE PROJECT SITE AND THE REMOVAL OF THE ITEMS SHALL BE DOCUMENTED. THE REMOVAL OF THE ITEMS SHALL BE NOTIFIED TO THE AGENCY WITHIN THE SPECIFIED TIME FRAME. THE AGENCY SHALL BE NOTIFIED OF THE REMOVAL OF THE ITEMS AND THE REASON FOR THE REMOVAL. THE AGENCY SHALL BE NOTIFIED OF THE REMOVAL OF THE ITEMS AND THE REASON FOR THE REMOVAL. THE AGENCY SHALL BE NOTIFIED OF THE REMOVAL OF THE ITEMS AND THE REASON FOR THE REMOVAL.
- C. TEST PROCEDURES
1. ALL TESTERS SHALL HAVE INSULATION TESTED AFTER INSTALLATION, BEFORE CONNECTION TO DEVICES. THE CONDUCTORS SHALL TEST FREE FROM SHORT CIRCUITS AND GROUNDING. TESTING SHALL BE FOR ONE MINUTE USING 1000V DC. PROVIDE WRITTEN DOCUMENTATION FOR ALL TEST RESULTS.
  2. PRIOR TO ENERGIZING CIRCUITRY, TEST WIRING DEVICES FOR ELECTRICAL CONTINUITY AND PROPER POLARITY CONNECTIONS.
  3. MEASURE AND RECORD VOLTAGES BETWEEN PHASES AND BETWEEN PHASE CONDUCTORS AND NEUTRALS. SUBMIT A REPORT OF MAXIMUM AND MINIMUM VOLTAGES.
  4. PERFORM GROUNDING TEST TO MEASURE GROUNDING RESISTANCE OF GROUNDING SYSTEM USING THE IEEE STANDARD 80-2000 FALL-TO-POTENTIAL TEST. PROVIDE WRITTEN TEST VALUES AND REPORT OF THE TEST RESULTS.



CONTRACTOR SHALL FIELD VERIFY AND MEASURE DIMENSIONS OF THE SITE STRUCTURE BEFORE FABRICATION OF MATERIALS FOR ALL MODIFICATIONS.

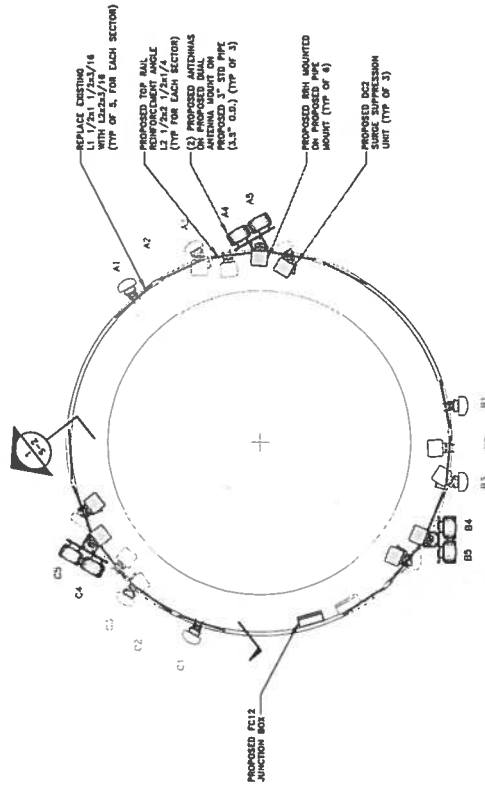
THIS DOCUMENT WAS PREPARED BASED ON THE INFORMATION PROVIDED TO BLACK & VEATCH. IF EXISTING CONDITIONS DO NOT REFLECT THOSE REPRESENTED, THESE CONSTRUCTION DRAWINGS ARE NO LONGER VALID.



EXISTING HANDRAIL PLAN VIEW

NO SCALE

1



EXISTING CATWALK MODIFICATION PLAN

NO SCALE

2

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF THE EXISTING STRUCTURE. ALL DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE OWNER.
2. THE SIZE AND SPACING OF ANY PROPOSED OR EXISTING STRUCTURAL ELEMENTS SHALL NOT BE CHANGED WITHOUT THE ENGINEER'S APPROVAL. CONTRACTOR SHALL FIELD VERIFY AND MEASURE DIMENSIONS OF THE SITE STRUCTURE BEFORE FABRICATION OF MATERIALS FOR ALL MODIFICATIONS.
3. CONTRACTOR SHALL FIELD VERIFY AND MEASURE DIMENSIONS OF THE SITE STRUCTURE BEFORE FABRICATION OF MATERIALS FOR ALL MODIFICATIONS.
4. CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION TO THE EXISTING WATER TANK AND STRUCTURE DURING INSTALLATION. SHOULD ANY DAMAGE OCCUR, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND WATER TANK OWNER, AND IS LIABLE TO REPAIR DAMAGE AT NO EXTRA COST TO THE CLIENT OR OWNER.
5. INCORRECTLY FABRICATED, DAMAGED, MISFITTING OR NONCONFORMING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE OWNER PRIOR TO REMEDIAL OR CORRECTIVE ACTION.
6. THESE DRAWINGS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERSEDE AND DIRECT THE WORK AND SHALL BE RESPONSIBLE FOR THE METHOD OF CONSTRUCTION.
7. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.
8. CONSTRUCTION SHALL BE IN ACCORDANCE WITH APPLICABLE OSHA REGULATIONS AND SHALL BE PERFORMED ONLY IN "GOOD WEATHER". GOOD WEATHER MEANS LITTLE OR NO WIND AND BURN. CONTRACT ENGINEER FOR ADDITIONAL INSTRUCTIONS IF "GOOD WEATHER" CANNOT BE ACHIEVED.
9. CONTRACTOR(S) SHALL COOPERATE WITH THE OWNER'S REPRESENTATIVE, AND COORDINATE HIS WORK WITH THE WORK OF OTHERS.
10. IN THE EVENT OF AN EMERGENCY, CONTRACTOR SHALL CONTACT BLACK & VEATCH TO REPORT ANY EMERGENCY INCIDENT.
11. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST BE EXPERIENCED IN THE PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS REPRESENTING THAT HE HAS THE NECESSARY SKILL, ABILITY, AND IS PROPERLY RESOURCES/ACCESSED TO DO THIS WORK IN THE STATE, CITY OR COUNTY IN WHICH IT IS TO BE PERFORMED.
12. CONTRACTOR SHALL PROVIDE ADEQUATE TEMPORARY SUPPORT AS REQUIRED TO COMPLETE WORK.
13. UNLOADING PILES AND CONNECTION HARDWARE TO THE ANTENNA SUPPORTING SYSTEM SHALL BE PROVIDED BY CONTRACTOR, UNLESS NOTED OTHERWISE. A MINIMUM OF TWO (2) CONNECTIONS ARE REQUIRED FOR EACH MOUNTING PIPE, UNLESS NOTED OTHERWISE.
14. ALL CHANGES/ALTERATIONS/ADDITIONS TO THESE DRAWINGS SHALL BE DOCUMENTED BY REQUEST FOR INFORMATION (RFI) FORM APPROVED BY ENGINEER OR RECORD. FINAL WORK AUTHORIZATION AND ALL CHANGE ORDERS SHALL BE APPROVED BY CLIENT AND/OR CLIENT REPRESENTATIVE PRIOR TO PROCEEDING WITH ANY WORK THAT DEVIATES FROM THE ORIGINAL DESIGN, SCOPE, PRICE AND/OR SCHEDULE.

STRUCTURAL NOTES:

1. ALL ANGLE AND CHANNEL SHAPES SHALL BE A36, 36 KSI.
1. CONVENTIONAL WELDING
1. CONTRACTOR SHALL SECURE APPROVAL FROM GOVERNING WATER AUTHORITY BEFORE WELDING TO TANK SHELL.
2. ALL WELDING SHOULD BE PERFORMED IN ACCORDANCE WITH LATEST AWS D11.1 WELDING CODE AND AWS A10.100 STANDARD WELDING REQUIREMENTS, INCLUDING CERTIFIED WELDERS, QUALIFIED PROCEDURES AND SATISFACTORY WEATHER CONDITIONS.
3. THE WELDER SHALL BE CERTIFIED FOR THE METHODS AND POSITIONS TO BE USED AND SHALL HAVE WELDING EXPERIENCE ON GALVANIZED MATERIALS. A COPY OF THE WELDER'S CERTIFICATION SHALL BE MAINTAINED AS PART OF THE PROJECT'S FILES.
4. WELDING SHALL USE E70XX ELECTRODES.
5. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS DURING WELDING OPERATIONS OF GALVANIZED MATERIALS ACCORDING TO AWS B2.1-1-01.
6. CONTRACTOR SHALL HAVE ALL WELDING INSPECTED BY THIRD PARTY CERTIFIED WELDING INSPECTOR AND SUBMIT THE REPORT TO BLACK & VEATCH. THIRD PARTY INSPECTOR TO BE ON SITE ANYTIME WELDING WORK IS BEING PERFORMED.
7. DRY FUEL GAS WELDING OR BRIZING IS STRICTLY PROHIBITED.
8. WELDING DAMAGE TO THE SURFACE COATING SYSTEM MUST BE REPAIRED.
  - EXTENSION SURFACES SHALL BE PRIMERED WITH ZINC-RICH COATING AND FINISH COATED WITH COMPATIBLE COATING TO MATCH EXISTING TANK COATING.
  - IN THE NON-WATER EXPOSED INTERIOR SURFACE, INTERIOR SURFACES SHALL BE PRIMERED WITH EPOXY COATING AND FINISH COATED WITH EPOXY TO MATCH EXISTING COATING SYSTEM.
  - IN THE WATER CONTAMINANT AREA, INTERIOR SURFACE COATINGS SHALL BE REPAIRED IN ACCORDANCE WITH THE WATER TOWER OWNER'S REQUIREMENTS.
9. CONTRACTOR SHALL TAKE PROPER PRECAUTIONS AND PROCEDURES TO PROTECT THE STRUCTURE AND SURROUNDING AREA FROM CATCHING FIRE DURING WELDING OPERATIONS. THE FOLLOWING FIRE SAFETY PREVENTION PROTOCOL ARE THE MINIMUM REQUIREMENTS DURING WELDING OPERATIONS:
  - 2 FIRE EXTINGUISHERS ON SITE AT ALL TIMES
  - PRESSURIZED WATER SOURCE AVAILABLE AND ON SITE AT ALL TIMES
  - 2 MAN FIRE WATCH ON ANY ADJACENT STRUCTURES AND OPEN AREAS.

CAPACITOR DISCHARGE WELDING:

1. CONTRACTOR SHALL USE THE CAPACITOR DISCHARGE (CD) METHOD WITH TRU-WELD THREADED STUDS, OR ENGINEER APPROVED EQUAL.
  2. INSTALLATION OF CAPACITOR DISCHARGE WELDED STUD FASTENERS SHALL BE PERFORMED BY QUALIFIED WELDER PER MANUFACTURER'S SPECIFICATION.
  3. SURFACE PREPARATION AND STUD PLACEMENT SHALL BE IN ACCORDANCE WITH THE MANUFACTURER RECOMMENDATIONS AND SPECIFICATIONS.
- SURFACE PREPARATION:
1. PREPARE SURFACE TO BE WELDED BY SPOT REMOVING PAINT TO BARE METAL USING POWER WIRE BRUSHING IN ACCORDANCE WITH SSPC-SP11, (STEEL STRUCTURES PAINTING COUNCIL).
  2. CLEANING PROCEDURES SHALL BE VERIFIED AS MEETING THE MINIMUM REQUIREMENTS PER THE STUD MANUFACTURER'S WRITTEN INSTRUCTIONS.
  3. CONTRACTOR SHALL SUBMIT MANUFACTURER'S SPECIFICATION TO THE ENGINEER PRIOR TO COMMENCING WITH THE WORK.
  4. WHERE LEAD BASED PAINT HAS BEEN DETERMINED TO BE PRESENT, AN APPROVED VACUUM ATTACHMENT TO THE GRINDER SHALL BE USED.
  4. CONTRACTOR SHALL FIELD VERIFY AND MEASURE DIMENSIONS OF THE EXISTING STRUCTURE AND SURROUNDING AREA FROM CATCHING FIRE DURING WELDING OPERATIONS. THE FOLLOWING FIRE SAFETY PREVENTION PROTOCOL ARE THE MINIMUM REQUIREMENTS DURING WELDING OPERATIONS:
    - 2 FIRE EXTINGUISHERS ON SITE AT ALL TIMES
    - PRESSURIZED WATER SOURCE AVAILABLE AND ON SITE AT ALL TIMES
    - 2 MAN FIRE WATCH ON ANY ADJACENT STRUCTURES AND OPEN AREAS.

REPAINTING AND PAINTING

1. A MINIMUM 3" RADIAL AREA SHALL BE PREPARED AND PAINTED AFTER INSTALLATION OF ALL STUD WELDS, WHERE A CONTINUOUS RUN CD WELD IS USED. CONTRACTOR SHALL FIELD VERIFY AND MEASURE DIMENSIONS OF THE EXISTING STRUCTURE AND SURROUNDING AREA FROM CATCHING FIRE DURING WELDING OPERATIONS. THE FOLLOWING FIRE SAFETY PREVENTION PROTOCOL ARE THE MINIMUM REQUIREMENTS DURING WELDING OPERATIONS:
  - 2 FIRE EXTINGUISHERS ON SITE AT ALL TIMES
  - PRESSURIZED WATER SOURCE AVAILABLE AND ON SITE AT ALL TIMES
  - 2 MAN FIRE WATCH ON ANY ADJACENT STRUCTURES AND OPEN AREAS.
2. ANY REMEDIAL PAINTING CAUSED BY THE INSTALLATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. PAINT SHALL MATCH BOTH IN COLOR AND SPECIFICATION THE EXISTING CONDITION.
3. AS A MINIMUM REQUIREMENT, SURFACE TO BE REPAINTED SHALL BE FIRST SOLVENT CLEANED TO REMOVE OILS, CONTAMINANTS, RUST, OR DIRT PRIOR TO REPAINTING (SSPC-SP1 BY STEEL STRUCTURES PAINTING COUNCIL).
4. SURFACE CLEANING SHALL BE FOLLOWED WITH A PRIMER COAT ON THE SAME DAY.
5. EXTERIOR STEEL SHALL BE PAINTED WITH 1 COAT EPOXY FIELD PRIMER (DFT-3-4 MIL) AND 2 COATS POLYURETHANE FIELD FINISH (DFT-10-12 MIL) WITH A MINIMUM OF 10% SOLIDS. CONTRACTOR SHALL FIELD VERIFY AND MEASURE DIMENSIONS OF THE EXISTING STRUCTURE AND SURROUNDING AREA FROM CATCHING FIRE DURING WELDING OPERATIONS. THE FOLLOWING FIRE SAFETY PREVENTION PROTOCOL ARE THE MINIMUM REQUIREMENTS DURING WELDING OPERATIONS:
  - 2 FIRE EXTINGUISHERS ON SITE AT ALL TIMES
  - PRESSURIZED WATER SOURCE AVAILABLE AND ON SITE AT ALL TIMES
  - 2 MAN FIRE WATCH ON ANY ADJACENT STRUCTURES AND OPEN AREAS.
6. CONTRACTOR TO VERIFY COATING SYSTEMS ARE COMPATIBLE WITH THE EXISTING SYSTEMS BY ADHESION TESTING PER ASTM D3359 "MEASURING ADHESION BY TAPE TEST".
7. EXISTING PAINT ON THE WATER TANK SHALL BE VERIFIED BY CONTRACTOR.

NOTES

APPENDIX/OWNER:

AT&T  
MOBILITY

7801 FARLEY  
OVERLAND PARK, KS 66204

PREPARED BY:



BLACK & VEATCH

6800 W. 115TH ST, SUITE 2292  
OVERLAND PARK, KANSAS 66211  
(913) 438-5500

PROJECT NUMBER: 129039



IT IS A VIOLATION OF LAW FOR ANY PERSON, FIRM OR CORPORATION TO REPRODUCE OR ALTER THIS DOCUMENT.

LANDLORD/PROPERTY OWNER SIGNATURE

REV	DATE	DESCRIPTION
0	04/25/19	ISSUED FOR CONSTRUCTION

EDGERTON WATER TANK  
KS6193  
408 FIRST STREET  
EDGERTON, KS 66021  
LTE 3C/JC

DRAWING DESCRIPTION:

ANTENNA MOUNT  
REINFORCEMENT

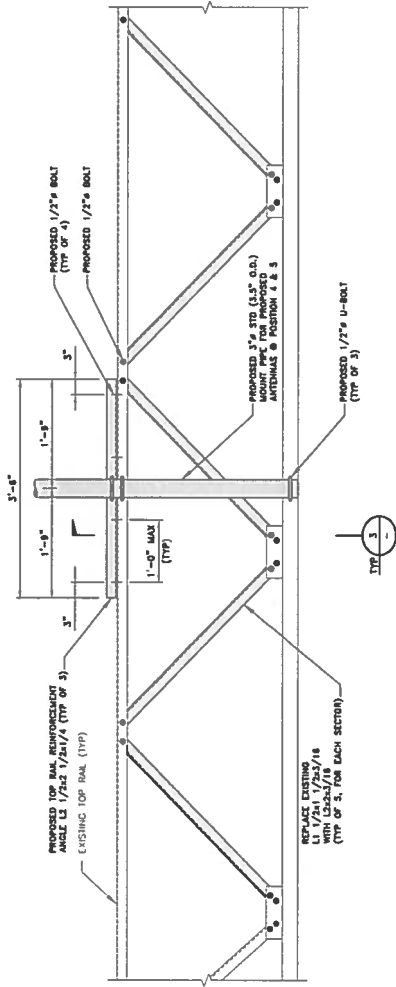
DRAWING NUMBER:

S-1



**NOTE:**

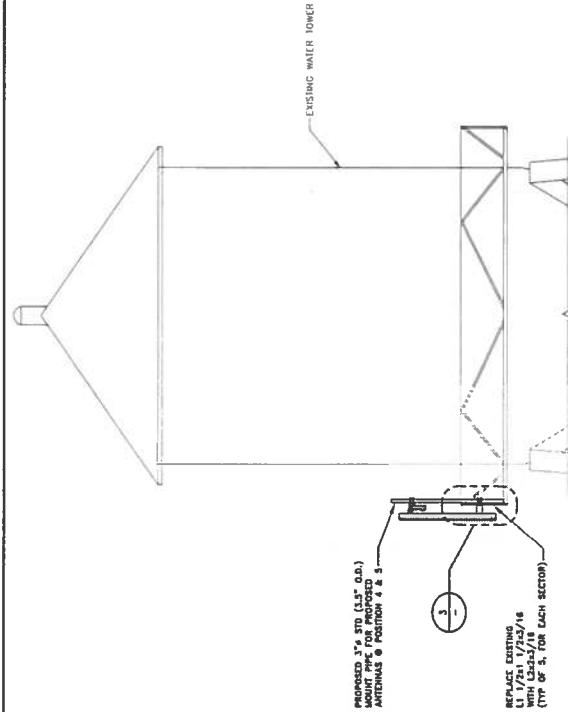
1. REPLACE ONLY ONE VERTICAL BRACE EACH TIME.



**REINFORCEMENT DETAIL**

NO SCALE

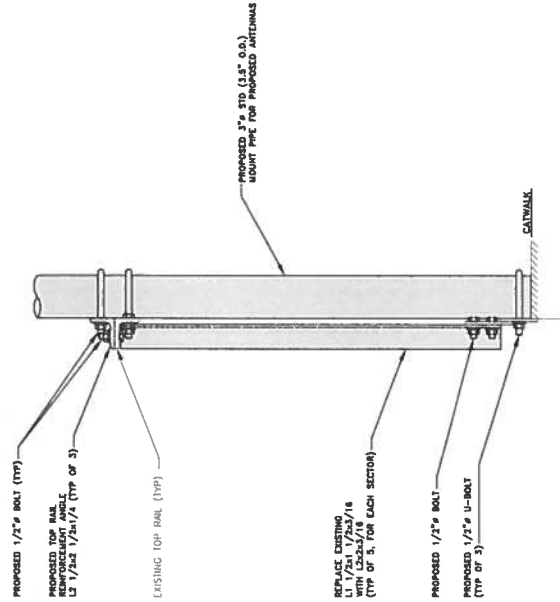
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**WATER TANK ELEVATION**

NO SCALE

2



**SECTION 1 - THROUGH HANDRAIL**

NO SCALE

3

APPLICANT/OWNER:

**AT&T  
MOBILITY**

7801 FARLEY  
OVERLAND PARK, KS 66204

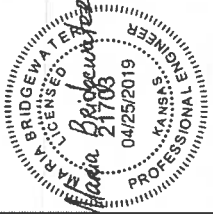
PREPARED BY:



**BLACK & VEATCH**

6850 W. 119TH ST., SUITE 2282  
OVERLAND PARK, KANSAS 66211  
(913) 452-5800

PROJECT NUMBER: 129039



IT IS A VIOLATION OF LAW FOR ANY PERSON  
WHO HAS NOT BEEN LICENSED BY THE BOARD  
OF A LICENSED PROFESSIONAL ENGINEER TO  
ALTER THIS DOCUMENT

LANDLORD/PROPERTY OWNER SIGNATURE

REV	DATE	DESCRIPTION
0	04/25/19	BASED FOR CONSTRUCTION
1		
2		
3		
4		
5		
6		
7		
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9		

**EDGERTON WATER TANK**  
KS6193  
408 FIRST STREET  
EDGERTON, KS 66021  
LTE 3C/4C

DRAWING DESCRIPTION:

**ANTENNA MOUNT  
REINFORCEMENT**

DRAWING NUMBER:

**S-2**















## CITY OF EDGERTON, KANSAS

### COUNCIL AGENDA ITEM

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**Council Meeting Date:** May 23, 2019

**Agenda Item:** Public Hearing  
Partial Assignment of Resolution of Intent

**Subject:** IRBs and Property Tax Abatement for ColdPoint Logistics Real Estate, LLC

**Hearing Notice Published:** May 15, 2019 in the *Gardner News*

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#### Summary:

The City has received an application for industrial revenue bonds and property tax abatement from ColdPoint Logistics Real Estate, LLC. ColdPoint desires to construct an approximately 147,820 sq. ft. expansion to an existing warehouse and cold-storage distribution facility located at 31301 W. 181<sup>st</sup> Street, Edgerton, Kansas. In order for the City to issue industrial revenue bonds and grant property tax abatement, the City must first hold a public hearing, consider the cost-benefit report and then approve a partial assignment of the Master Resolution of Intent.

This project is Phase 4 of the ColdPoint building. The existing three phases total approximately 473,270 sq. ft. The City has issued bonds for each of the prior three phases.

#### Public Hearing

A notice of the public hearing has been published at least seven days prior to the date of this meeting. Written notice of the public hearing has also been provided to the County and the School District. The Council should take comments from the public.

#### Cost-Benefit Report

Columbia Capital Management, LLC has prepared a cost-benefit report for the proposed project. The Council should consider the cost-benefit report and ask any questions the Council may have about the report.

#### Partial Assignment of Resolution of Intent

The City previously adopted a Master Resolution of Intent for the benefit of Edgerton Land Holding Company, LLC ("Edgerton Land") for constructing various projects in the Logistics Park-Kansas City, and provided for the issuance of up to \$1,000,000,000 in industrial revenue bonds. The Master Resolution of Intent allows Edgerton Land to assign portions of the Master Resolution of Intent to various companies that locate within the park. The partial assignment of the Master Resolution of Intent assigns \$26,000,000 of the Master Resolution of Intent to ColdPoint for the purpose of constructing this project.



## **RESOLUTION NO. 05-23-19B**

### **RESOLUTION CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO COLDPOINT LOGISTICS REAL ESTATE, LLC, OR ITS SUCCESSORS IN INTEREST**

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**WHEREAS**, the City of Edgerton, Kansas (the “City”), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

**WHEREAS**, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act and to lease such facilities to private persons, firms or corporations; and

**WHEREAS**, the City adopted Resolution No. 07-08-10A on July 8, 2010, as amended by Resolution No. 04-25-13A adopted on April 25, 2013 and Resolution No. 04-09-15A adopted on April 9, 2015 (collectively, the “Resolution of Intent”) determining the intent of the City to issue its industrial revenue bonds in multiple series, the aggregate amount of all series not to exceed \$1,000,000,000 (the “Bonds”), to finance the costs of acquiring, constructing, reconstructing, improving and equipping the Logistics Park Projects (as defined in the Resolution of Intent) for the benefit of Edgerton Land Holding Company, LLC (the “Developer”); and

**WHEREAS**, the Resolution of Intent permits the Developer, with the consent of the City, to assign a portion of its interest in the Resolution of Intent to another entity, thereby conferring on such entity the benefits of the Resolution of Intent and the proceedings related thereto; and

**WHEREAS**, the Developer desires to assign \$26,000,000 of its interest in the Resolution of Intent to ColdPoint Logistics Real Estate, LLC, a Kansas limited liability company (the “Company”), for the purposes of permitting the Company to acquire, construct and equip a commercial project, consisting of an approximately 147,820 sq. ft. expansion to an existing approximately 473,270 sq. ft. warehouse and cold-storage distribution facility (the “ColdPoint Project”), located at 31301 W. 181<sup>st</sup> Street, Edgerton, Kansas; and

**WHEREAS**, the City desires to consent to such partial assignment of the Resolution of Intent to the Company.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:**

**Section 1. Partial Assignment of Resolution of Intent.** The Governing Body of the City hereby consents to the assignment by the Developer of \$26,000,000 of the Developer’s interest in the Resolution of Intent to the Company for the purposes of completing the ColdPoint Project, which is a Logistics Park Project. The City agrees that the Company will now be entitled to the benefits of the Resolution of Intent to the same extent and on the same terms as the Developer with respect to the ColdPoint Project.



**Section 2. Authorization to Proceed.** The Company is authorized to proceed with the acquiring, constructing and equipping of the ColdPoint Project, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law, the City will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

**Section 3. Benefit of Resolution.** This Resolution will inure to the benefit of the City and the Company. The Company may, with the prior written consent of the City, assign its interest in this Resolution and the Resolution of Intent to another entity, and such assignee will be entitled to the benefits of this Resolution, the Resolution of Intent and the proceedings related hereto.

**Section 4. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

**ADOPTED** this 23<sup>rd</sup> day of May, 2019.

**CITY OF EDGERTON, KANSAS**

[SEAL]

By: \_\_\_\_\_  
Donald Roberts, Mayor

ATTEST:

\_\_\_\_\_  
Rachel A. James, City Clerk

Approved as to form:

\_\_\_\_\_  
Scott W. Anderson, Bond Counsel



## CITY OF EDGERTON, KANSAS

### COUNCIL AGENDA ITEM

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<b>Council Meeting Date:</b>	May 23, 2019
<b>Agenda Item:</b>	Ordinance Authorizing Creation of LPKC District No. 2 CID
<b>Subject:</b>	Community Improvement District and Development Agreement for LPKC District No. 2 (ELHC LI Project)

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#### Summary:

In Article 6 of the Phase 2 Development Agreement for the Logistics Park, the City agreed to allow the Developer to petition the City for the creation of a community improvement district on some or all of the Phase Two Land. The parties agreed that the Petition could only seek financing by special assessments and would be funded on a pay-as-you go method. The Development Agreement further provided that the special assessments would be equal to \$0.05 a sq. ft. for all structures constructed within the district that are 50,000 sq. ft. or larger and constitute a warehouse, manufacturing or distribution facility. The special assessments shall run for a 10-year term that coincides with the term of property tax abatement for the project.

The Developer has submitted a Petition to create the LPKC District No. 2 Community Improvement District. The Developer has certified that it owns 100% of the land within the District. The District covers what is known as the ELHC LI project. The Petition requests the City to levy the special assessments provided for in the Development Agreement. The special assessments will be used to pay for the demolition of existing improvements within the district and the design and construction of utility infrastructure improvements to accommodate industrial facilities to be constructed within the district. The total estimated costs of these projects is anticipated to be \$382,500.

#### Ordinance:

The Ordinance creates the LPKC District No. 2 Community Improvement District and levies the special assessments. The Ordinance also approves the Development Agreement. The Development Agreement contains the mechanisms for reimbursement of project costs to the Developer. The Development Agreement also provides that the district will continue until such time that the City and the Developer agree that the project is complete.



[Published in *The Gardner News* on May 29, 2019]

**ORDINANCE NO. 2011**

**AN ORDINANCE AUTHORIZING THE CREATION OF THE LPKC DISTRICT NO. 2 COMMUNITY IMPROVEMENT DISTRICT, LEVYING SPECIAL ASSESSMENTS WITHIN SUCH DISTRICT, AND APPROVING A DEVELOPMENT AGREEMENT.**

**WHEREAS**, K.S.A. 12-6a26 *et seq.* (the “Act”) authorizes the Governing Body of a city to create a community improvement district to finance projects within a defined area of the city and to levy community improvement district special assessments upon receipt of a petition signed by the owners of all of the land area within the proposed district if full faith and credit bonds will not be issued; and

**WHEREAS**, a Petition for the Creation of a Community Improvement District (LPKC District No. 2) (the “Petition”) was filed with the City on May 13, 2019, proposing the creation of the LPKC District No. 2 Community Improvement District (the “District”) under the Act and the imposition of community improvement district special assessments (the “CID Special Assessments”) in order to pay the costs of projects as described in the Petition (the “Projects”); and

**WHEREAS**, the Petition was signed by Hillsdale Farms, LLC, a Missouri limited liability company (the “Property Owner”), the owner of record of 100% of the land area contained in the proposed District and the owner of 100% by assessed value of the land area contained within the proposed District; and

**WHEREAS**, the Governing Body of the City of Edgerton, Kansas (the “City”) hereby finds and determines it to be advisable to create the District and set forth the boundaries thereof, authorize the Projects as described herein, approve the estimated costs of the Projects and approve the method of financing the same, all in accordance with the provisions of the Act; and

**WHEREAS**, the Governing Body of the City also desires to approve the LPKC District No. 2 Development Agreement dated May 30, 2019 (the “Development Agreement”), between the City and the Property Owner, to provide for the financing of the Projects.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:**

**Section 1. Creation of Community Improvement District; Boundaries.** That the Governing Body hereby finds and determines that it is advisable to create, in accordance with the provisions of the Act, the District within the City to be referred to as the LPKC District No. 2 Community Improvement District. A map generally outlining the boundaries of the proposed District is attached as **Exhibit A** hereto and incorporated by reference herein. A legal description of the boundaries of the proposed District is set forth on **Exhibit B** attached hereto and



incorporated by reference herein.

**Section 2. Authorization of Community Improvement District Projects and Estimated Costs.** The Projects consist of the demolition of existing improvements and the design and construction of utility infrastructure improvements to accommodate industrial facilities to be constructed within the District. The total estimated cost of the Projects is \$382,500.

**Section 3. Method of Financing.**

(a) The Projects will be financed with the CID Special Assessments levied pursuant to the provisions of the Act and the costs of the Projects will be reimbursed on a pay-as-you-go basis, as defined in the Act. The CID Special Assessments are hereby imposed on all vertical structures within the District that require a building permit to construct that constitute a warehouse, distribution, manufacturing, value-added assembly and/or office facility that is at least 50,000 square feet in size (each, an "Improvement"). The CID Special Assessment levied against each Improvement shall be an annual amount equal to the square footage of the Improvement multiplied by \$0.05. The CID Special Assessment shall be levied for a ten-year term, commencing during the calendar year following the year industrial revenue bonds are issued by the City for the Improvement, and may be paid in two installments in the same manner property taxes are paid.

(b) There will be no issuance of bonds, including full faith and credit bonds, pursuant to the Act.

(c) There will be no District sales tax.

**Section 4. Segregation of CID Special Assessments.** The CID Special Assessments collected shall be deposited into a special fund of the City to be designated as the LPKC District No. 2 Community Improvement District Revenue Fund. The CID Special Assessments collected shall be used to reimburse the costs of the Projects.

**Section 5. Development Agreement.** The Development Agreement, in substantially the form presented to the Governing Body of the City at this meeting, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute and deliver the Development Agreement.

**Section 6. Recording.** The City Clerk shall file a certified copy of this Ordinance with the Register of Deeds of Johnson County, Kansas

**Section 7. Term of District.** The term of the District shall continue until such time that the District is terminated in the manner set forth in the Development Agreement. The City shall record written evidence of the termination of the District with the Register of Deeds of Johnson County, Kansas when the District is terminated.

**Section 8. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication once in the official City newspaper.



**PASSED** by the Council of the City of Edgerton, Kansas, this 23<sup>rd</sup> day of May, 2019.

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Donald Roberts, Mayor

[SEAL]

ATTEST:

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Rachel A. James, City Clerk

Approved as to form:

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Scott W. Anderson, Bond Counsel

LPKC District No. 2 Community Improvement District



LOCATION MAP

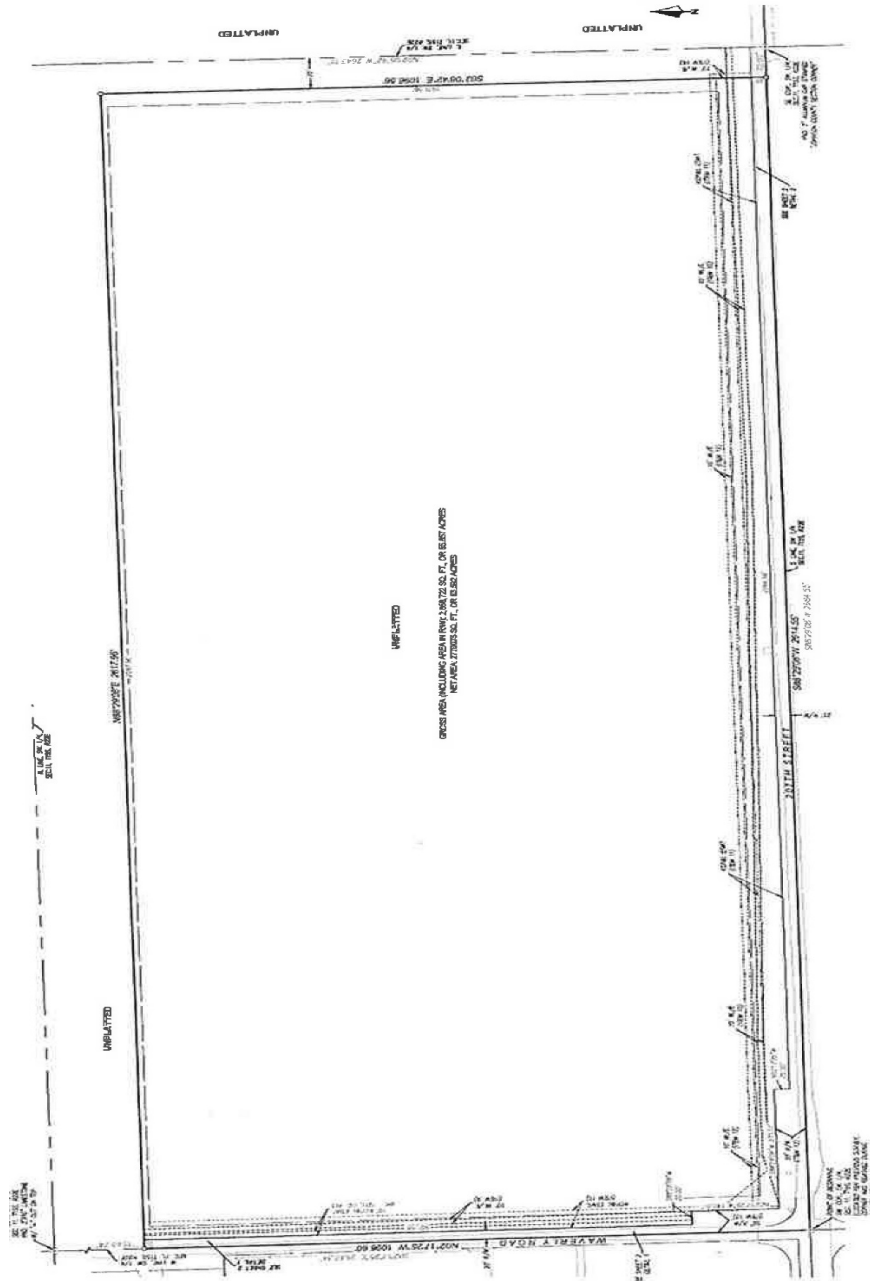
0 100 200

Scale: 1" = 200'

100' 200' STREET

100' 200' STREET

Study Area





## **EXHIBIT B**

### **LEGAL DESCRIPTION OF CID DISTRICT**

All that part of the Southwest Quarter of Section 11, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas being more particularly described as follows:

Beginning at the Southwest corner of said Southwest Quarter; thence North  $02^{\circ}17'25''$  West, along the West line of said Southwest Quarter, a distance of 1,096.60 feet; thence departing said West line, North  $88^{\circ}29'08''$  East, parallel with the South line of said Southwest Quarter, a distance of 2,617.96 feet to a point 70.00 feet west of the East line of said Southwest Quarter; thence South  $02^{\circ}06'42''$  East, parallel with said East line, a distance of 1,096.56 feet to a point on the south line of said Southwest Quarter; thence South  $88^{\circ}29'08''$  West along said south line, a distance of 2614.55 feet to the Point of Beginning, containing 2,868,722 square feet, or 65.857 acres, more or less.



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**LPKC CID DISTRICT NO. 2  
DEVELOPMENT AGREEMENT**

**between the  
CITY OF EDGERTON, KANSAS  
and  
HILLSDALE FARMS, LLC**

**May 30, 2018**

**Relating to the ELHC LI, LLC Project**

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## **TABLE OF CONTENTS**

### **ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION**

Section 1.01	Rules of Construction .....	2
Section 1.02	Definitions of Words and Terms .....	2

### **ARTICLE II REPRESENTATIONS AND WARRANTIES**

Section 2.01	Representations of City .....	6
Section 2.02	Representations of the Developer .....	6
Section 2.03	Developer's Acquisition of the Property .....	8

### **ARTICLE III REIMBURSEMENT OF DEVELOPER'S CID COSTS**

Section 3.01	CID Costs, Generally .....	8
Section 3.02	Developer to Advance Costs .....	8
Section 3.03	City's Obligation to Reimburse Developer .....	8
Section 3.04	Developer Reimbursement Process .....	9
Section 3.05	Right to Inspect and Audit .....	10
Section 3.06	Limitation on City's Payment Obligations .....	10
Section 3.07	The CID, Generally .....	10

### **ARTICLE IV THE PROJECT**

Section 4.01	Scope of the Project .....	10
Section 4.02	Project Schedule .....	10
Section 4.03	Project Budget .....	11
Section 4.04	Design of Project .....	11
Section 4.05	Project Zoning, Planning, Platting and Construction .....	12
Section 4.06	Rights of Access .....	13
Section 4.07	Certificate of Substantial Completion .....	13

### **ARTICLE V USE OF THE CID**

Section 5.01	Prohibited Uses .....	14
Section 5.02	Operation of Project .....	14
Section 5.04	Taxes, Assessment, Encumbrances and Liens .....	15

### **ARTICLE VI**



**REIMBURSEMENT OF CID COSTS;  
COMMUNITY IMPROVEMENT DISTRICT FINANCING**

Section 6.01	Advanced Funds Account .....	17
Section 6.02	CID Fund .....	18
Section 6.03	City CID Administrative Service Fee .....	19

**ARTICLE VII  
ASSIGNMENT; TRANSFER**

Section 7.01	Transfer of Obligations .....	19
Section 7.02	Corporate Reorganization .....	20
Section 7.03	Transfer of the CID, or the Buildings or Structures Therein .....	20

**ARTICLE VIII  
GENERAL COVENANTS**

Section 8.01	Indemnification of City .....	20
Section 8.02	Insurance .....	21
Section 8.03	Obligation to Restore .....	21
Section 8.04	Non-liability of Officials, Employees and Agents of the City .....	22

**ARTICLE IX  
DEFAULTS AND REMEDIES**

Section 9.01	Developer Event of Default .....	22
Section 9.02	City Event of Default .....	22
Section 9.03	Remedies Upon a Developer Event of Default .....	23
Section 9.04	Remedies Upon a City event of Default .....	24
Section 9.05	Excusable Delays .....	24
Section 9.06	Legal Actions .....	25

**ARTICLE X  
GENERAL PROVISIONS**

Section 10.01	Mutual Assistance .....	25
Section 10.02	Effect of Violation of the Terms and Provisions of this Agreement; No Partnership .....	25
Section 10.03	Time of Essence .....	25
Section 10.04	Amendments .....	25
Section 10.05	Agreement Controls .....	25
Section 10.06	Conflicts of Interest .....	26
Section 10.07	Term .....	26
Section 10.08	Validity and Severability .....	26
Section 10.09	Required Disclosures .....	26



Section 10.10	Tax Implications .....	27
Section 10.11	Authorized Parties.....	27
Section 10.12	Notice.....	27
Section 10.13	Kansas Law .....	28
Section 10.14	Counterparts .....	28
Section 10.15	Intentionally Omitted .....	28
Section 10.16	Consent or Approval .....	28
Section 10.17	Electronic Transactions .....	28

Exhibit A	Map of CID District
Exhibit B	Legal Description of CID
Exhibit C	Form of Certificate of CID Costs
Exhibit D	Form of Certificate of Substantial Completion



**LPKC CID DISTRICT NO. 2  
DEVELOPMENT AGREEMENT**

**THIS LPKC CID DISTRICT NO. 2 DEVELOPMENT AGREEMENT** (this “**Agreement**”) is entered into by and between the **CITY OF EDGERTON, KANSAS**, a municipal corporation duly organized and existing under the laws of the State of Kansas as a city of the first class (the “**City**”), and **HILLSDALE FARMS, LLC**, a Missouri limited liability company (the “**Developer**,” and together with the City, the “**Parties**,” and each a “**Party**”), and is dated as of May \_\_\_, 2019 (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the Developer is the owner of certain real property located at the northeast corner of 207<sup>th</sup> Street and Waverly Road, all in the City of Edgerton, Johnson County, Kansas (the “**Property**”); and

**WHEREAS**, the City has the authority to undertake community improvement district financing pursuant to the Kansas Community Improvement District Act, K.S.A. 12-6a26 *et seq.* (the “**CID Act**”); and

**WHEREAS**, on May 13, 2019, the Developer submitted a petition (the “**CID Petition**”) to the City requesting the formation of the CID (as defined below) and the levying of CID Special Assessments (as defined below) in accordance with the CID Act; and

**WHEREAS**, pursuant to Ordinance 2011 adopted by the City on May 23, 2019 (the “**CID Ordinance**”), the City created a Community Improvement District encompassing the Property, the boundaries of which are legally described on **Exhibit B** and generally depicted on **Exhibit A** attached hereto (the “**CID**”) and approved the imposition of the CID Special Assessments and this Agreement, all in accordance with the CID Act; and

**WHEREAS**, the Developer seeks to construct or improve upon the Property certain improvements described in a general manner as consisting of the demolition of existing improvements and the design and construction of utility infrastructure improvements to accommodate industrial facilities to be constructed on the Property and, subject to the terms and conditions of this Agreement, all other items allowable under the CID Act (collectively, the “**Project**”); and

**WHEREAS**, the Parties agree that construction and improvement of the Project and the CID financing is to their mutual benefit; and

**WHEREAS**, the City and the Developer now desire to enter into this Agreement to formalize the development and financing of the Project.

**NOW, THEREFORE**, in consideration of the foregoing, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:



## **ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION**

**Section 1.01. Rules of Construction.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement.

- A. The terms defined in this Article include the plural as well as the singular.
- B. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- C. All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- D. All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- E. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.
- F. The Article and Section headings herein are for convenience only and shall not affect the construction hereof,
- G. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section. The provisions of the CID Petition, and such resolutions and ordinances of the City introduced or adopted by the City Council which create the CID and approved the CID Special Assessments, and the provisions of the CID Act, as amended, are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof.

**Section 1.02. Definitions of Words and Terms.** Capitalized words used in this Agreement shall have the meanings set forth in the Recitals to this Agreement or they shall have the following meanings:

“**Agreement**” means this LPKC CID District No. 2 Development Agreement, between the City and the Developer, as amended from time to time.

“**Applicable Law and Requirements**” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction,



writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Governmental Authorities.

**“Assessed Structure”** means any vertical structure that requires a building permit to construct that constitutes a warehouse, distribution, manufacturing, value-added assembly and/or office facility that is at least 50,000 square feet in size.

**“Bond Counsel”** means SA Legal Advisors LC, Bond Counsel to the City.

**“Certificate of CID Costs”** means a certificate relating to CID Costs in substantially the form attached hereto as **Exhibit C**.

**“Certificate of Substantial Completion”** means a certificate evidencing the Substantial Completion of a distinct portion of the Project, in substantially the form attached hereto as **Exhibit D**.

**“CID”** means the Community Improvement District Created by the City on May 23, 2019 pursuant to Ordinance No. 2011.

**“CID Act”** means the Kansas Community Improvement District Act, K.S.A. 12-6a26 through 12-6a36, as amended and supplemented from time to time.

**“CID Costs”** means all costs that are eligible to be paid from CID Revenues in accordance with the CID Act in an amount not to exceed \$382,500

**“CID Fund”** means the fund created pursuant to **Section 6.02** hereof.

**“CID Revenues”** means 100% of the amounts received by the City from the CID Special Assessments.

**“CID Special Assessments”** means an amount equal to the product of \$0.05 and the square footage of the applicable Assessed Structure.

**“CID Special Assessment Term”** means a term equal to ten calendar years beginning on the January 1 of the calendar year following the calendar during which industrial revenue bonds are issued pursuant to K.S.A. 12-1740 *et. seq.* for any Assessed Structure.

**“City”** means the City of Edgerton, Kansas.

**“City Event of Default”** shall have the meaning set forth in **Section 9.02** of this Agreement.

**“City Representative”** means the Mayor or City Administrator of the City, and such other person or persons at the time designated to act on behalf of the City in matters relating to this Agreement.



**“Construction Plans”** means plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments or corrections, submitted by the Developer and (if required to be pursuant to Applicable Law and Requirements) approved by the City in accordance with this Agreement.

**“County”** means Johnson County, Kansas.

**“Developer”** means ELHC LI, LLC, a limited liability company organized and existing under the laws of the State of Kansas, and any successors and assigns permitted pursuant to this Agreement.

**“Developer Event of Default”** shall have the meaning set forth in **Section 9.01** of this Agreement.

**“Developer Representative”** means Patrick Robinson and such other person or persons designated and duly authorized to act on behalf of the Developer in matters relating to this Agreement.

**“Governmental Approvals”** means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Project and the CID, and consistent with this Agreement.

**“Governmental Authorities”** means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

**“Pay As You Go”** means “Pay-as-you-go financing” as defined in the CID Act.

**“Permitted Subsequent Approvals”** means the building permits and other governmental approvals customarily obtained prior to construction which have not been obtained on the date that this Agreement is executed, which the City or other governmental entity has not yet determined to grant.

**“Plans”** means Site Plans, Construction Plans and all other Governmental Approvals necessary to construct the Project in accordance with City ordinances and applicable laws of Governmental Authorities and this Agreement.

**“Project”** shall have the meaning described in the recitals to this Agreement.

**“Substantial Completion”** has the meaning set forth in **Section 4.07**.



## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.01. Representations of City.** The City makes the following representations and warranties, which are true and correct on the date hereof, to the best of the City's knowledge:

A. **Due Authority.** The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

B. **No Defaults or Violation of Law.** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. **No Litigation.** There is no litigation, proceeding or investigation pending or threatened against the City with respect to the Project or this Agreement. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

D. **Governmental or Corporate Consents.** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

E. **No Default.** No default or City Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or a City Event of Default in any material respect on the part of the City under this Agreement.

### **Section 2.02. Representations of the Developer.**

The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the Developer's actual knowledge:

A. **Due Authority.** The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement



constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. **No Defaults or Violation of Law.** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. **No Litigation.** No litigation, proceeding or investigation is pending or threatened against the Project, the Developer or any officer, director, member or shareholder of the Developer and affecting the Project. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

D. **Governmental or Corporate Consents.** As of the Effective Date, no additional consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity, in connection with the execution, delivery and performance by the Developer of this Agreement, other than Permitted Subsequent Approvals.

E. **No Default.** No default or Developer Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or a Developer Event of Default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument affecting the Property to which the Developer is a party or by which the Developer is or may be bound.

F. **Compliance with Laws.** The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations contemplated by this Agreement.

**Section 2.03. Developer's Acquisition of the Property.** At the time that this Agreement is executed, Developer represents that it has fee simple title to all of the real property in the CID.

### **ARTICLE III REIMBURSEMENT OF DEVELOPER'S CID COSTS**

**Section 3.01. CID Costs, Generally.** Subject to the terms of this Agreement, the City shall reimburse the Developer for CID Costs. The Developer shall be reimbursed on a Pay As You Go basis as further set forth in this Agreement. The City shall only be obligated to reimburse the Developer from the CID Fund in the manner set forth in **Article VI** hereof.



**Section 3.02. Developer to Advance Costs.** The Developer agrees to advance all CID Costs as necessary to complete the Project. The Developer also agrees to pay the fees and expenses of the City's legal counsel related to drafting and negotiating this Agreement and implementing the CID.

**Section 3.03. City's Obligation to Reimburse Developer.**

A. **Obligation to Reimburse.** Subject to the terms of this Agreement and the conditions in this Section, the City shall reimburse Developer for CID Costs. The Developer shall be reimbursed by the City for CID Costs from the CID Fund on a Pay As You Go basis as set forth in **Article VI** hereof.

B. **Timing of Reimbursement.** Subject to the terms of this Agreement, the City shall have no obligation to reimburse Developer until funds are available in the CID Fund and the conditions listed in **Section 6.01(C)** hereof are satisfied.

C. **Source of Reimbursement.** The City shall make payments from the CID Fund on a Pay As You Go basis in the order of priority set forth in **Section 6.01(B)**.

**Section 3.04. Developer Reimbursement Process.**

A. All requests for reimbursement of CID Costs shall be made in a Certificate of CID Costs in substantial compliance with the form attached hereto as **Exhibit C**. Requests for reimbursement shall be submitted by the Developer to the City not more often than semi-annually. The Developer shall provide itemized invoices, receipts or such other information reasonably satisfactory to the City to confirm that any such cost has been paid and qualifies as a CID Cost, and shall further provide a summary sheet detailing the costs requested to be reimbursed. Such summary sheet shall show the date such cost was paid, the payee, a brief description of the type of cost paid, and the amount paid. The Developer shall provide such additional information as reasonably requested by the City to confirm that such costs have been paid and qualify as CID Costs.

B. The City reserves the right, upon reasonable written notice to Developer, to have its engineer or other agents or employees inspect all work in respect of which a Certificate of CID Costs is submitted, to examine the Developer's and others' records relating to all expenses related to the invoices to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

C. The City shall have 30 calendar days after receipt of any Certificate of CID Costs to review and respond by written notice to the Developer. If the submitted Certificate of CID Costs and supporting documentation demonstrates that (1) the request relates to the CID Costs; (2) the expense has been paid; (3) Developer is not in material default under this Agreement; (4) there is no fraud on the part of the Developer; and (5) the conditions precedent listed in **Section 6.01(C)** have been satisfied, then the City shall approve the Certificate of CID Costs and make, or cause to be made, reimbursement from the CID Fund in accordance with **Article VI** (and subject to **Section 3.06**) hereof; provided, the City shall disburse CID Funds to the Developer on no more than a semi-annual basis. If the City reasonably disapproves of the Certificate of CID Costs in accordance



with this **Article III**, the City shall notify the Developer in writing of the reason for such disapproval within such 30-day period, in which event the Developer shall have the right to revise and re-submit the Certificate of CID Costs to address the City's reason for disapproval, and the City will review and approve (or disapprove) the revised Certificate of CID Costs in accordance with this Section. Approval of the Certificate of CID Costs will not be unreasonably withheld, conditioned or delayed.

**Section 3.05. Right to Inspect and Audit.** The Developer agrees that, up to one year after completion of the Project, the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review and audit, from time to time, all the Developer's books and records relating to the CID Costs (including, but not limited to, all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices); provided, however, that (to the extent it may legally do so) the City agrees to maintain the confidentiality of the foregoing materials and, under no circumstances, allow the same to become public record.

**Section 3.06. Limitation on City's Payment Obligations.** Notwithstanding any other term or provision of this Agreement, the City's obligation to reimburse the Developer for CID Costs shall be limited to monies in the CID Fund and shall not be payable from any other source.

**Section 3.07. The CID, Generally.** The City shall not, under any circumstances other than by a future written agreement between the parties, terminate the CID or take any action to reduce the CID Special Assessment Term prior to such time as the Developer has been reimbursed for all CID Costs.

## **ARTICLE IV THE PROJECT**

**Section 4.01. Scope of the Project.** Subject to the terms and conditions of this Agreement, the Developer shall construct, or cause to be constructed, the Project.

**Section 4.02. Project Schedule.**

A. Subject to the terms and conditions of this Agreement, after the Effective Date and receipt of all applicable Governmental Approvals, the Developer shall use commercially reasonable efforts to promptly commence (or cause to be commenced), and shall promptly thereafter diligently prosecute to completion, the construction of the Project.

B. The completion of the Project shall be evidenced by the Developer's delivery of a Certificate of Substantial Completion in accordance with **Section 4.06** of this Agreement.

C. The City agrees to act in good faith and use its best efforts to timely process and review all Plans and consider the issuance of all necessary permits and other approvals, including building permits, rezoning approvals, preliminary and final plat approval, and all other permits or approvals which are required for the Developer to construct the Project. To the extent the City



determines that any Plans or other documents or requests submitted by the Developer for the City's approval are unacceptable, the City shall provide a written description detailing the portions of the Plans or documents that are unacceptable.

**Section 4.03. Design of Project.** In order to further the development of the Project, the City hereby authorizes the Developer to construct, or cause to be constructed, the Project according to the final Plans approved by the City.

**Section 4.04. Plans and Construction.**

A. **Plans.** The Developer shall submit Plans for the Project for review and approval by the City pursuant to the review and approval process set forth in the City ordinances and applicable state law.

B. **Construction Permits and Approvals.** Before commencement of construction of the Project, the Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by any Applicable Law and Requirements. The City shall cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law; except that the City shall not be required to issue any such permits or approvals for any portion of the Project not in conformance with this Agreement or City ordinances or policies.

C. **Development Schedule.** Subject to the terms and conditions of this Agreement, the Developer shall commence or cause to be commenced construction of the Project in good and workmanlike manner in accordance with the terms of this Agreement, and shall cause the Project to be completed with due diligence. Upon reasonable advance notice, the Developer shall meet with the City to review and discuss the design and construction of the Project in order to enable the City to monitor the status of construction and to determine that the Project is being performed and completed substantially in accordance with this Agreement.

D. **No Waiver.** Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by the City's ordinances and applicable state law.

**Section 4.05. Rights of Access.** Representatives of the City shall have the right of access to the Property, upon reasonable notice to Developer in advance, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, so long as they comply with all safety rules. Except in case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with the construction activity.



**Section 4.06. Certificate of Substantial Completion.** Promptly after the Substantial Completion of a distinct portion of the Project in accordance with the provisions of this Agreement, the Developer may submit a Certificate of Substantial Completion to the City. “**Substantial Completion**” shall mean that the Developer shall have completed a distinct portion of the Project and, if required, shall have been granted a Temporary Certificate of Occupancy by the City Building Official if such improvement requires a Temporary Certificate of Occupancy. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit D**. The City shall, within ten (10) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The City’s execution of the Certificate of Substantial Completion shall constitute evidence of the satisfaction of the Developer’s agreements and covenants to construct such distinct portion of the Project. The final Certificate of Substantial Completion to be submitted by the Developer shall contain a statement that such certificate is the final Certificate of Substantial Completion.

## **ARTICLE V USE OF THE CID**

### **Section 5.01. Operation of Project.**

A. **Compliance with Applicable Laws.** The Project shall comply with all applicable building and zoning, health, property maintenance, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by City ordinances and any Applicable Law and Requirements for the construction and operation of the Project, including but not limited to obtaining all necessary licenses and paying any necessary fees to obtain required permits and licenses.

### **Section 5.02. Taxes, Assessments, Encumbrances and Liens.**

A. So long as the Developer owns the real property within the CID, the Developer shall pay (or cause to be paid), prior to delinquency, all real estate taxes and assessments on the real property owned by the Developer within the CID. Nothing herein shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto.

B. Developer agrees to use commercially reasonable efforts to ensure that no mechanics’ or other liens shall be established or remain against the Project, or the funds in connection with any of the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer shall not be in default if mechanics’ or other liens are filed or established and the Developer contests in good faith said mechanics’ liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.



**ARTICLE VI  
REIMBURSEMENT OF CID COSTS;  
COMMUNITY IMPROVEMENT DISTRICT FINANCING**

**Section 6.01. CID Fund.**

A. **Creation of CID Fund; Deposit of CID Revenues.** The City shall establish and maintain a separate fund and account known as the LPKC CID District No. 2 CID Fund (the “**CID Fund**”). All CID Revenues shall be deposited into the CID Fund.

B. **Disbursements from the CID Fund.** All disbursements from the CID Fund shall be made only to reimburse CID Costs.

C. **Conditions Precedent to Reimbursements.** Developer hereby understands and agrees that it shall not receive any reimbursements from the CID Fund unless and until the conditions precedent set forth below have been fully satisfied as determined by City in its sole reasonable discretion:

1. Developer submits a Certificate of CID Costs for CID Costs of the Project;  
and
2. City has approved the Certificate of CID Costs; and
3. Developer shall be in full compliance with the terms and conditions of this Agreement; and
4. With respect to the CID Costs that are the subject of the request for reimbursement, the Developer shall have advanced all costs and shall have provided evidence of such advances; and
5. One or more Certificates of Substantial Completion shall have been submitted to and approved by the City; and
6. If Developer owns the real property within the CID, Developer shall have fully paid all outstanding property taxes on the Property that are then due, subject to Developer’s legal rights to protest.

**ARTICLE VII  
ASSIGNMENT; TRANSFER**

**Section 7.01. Transfer of Obligations.**

A. Except as otherwise provided in this Agreement, the rights, duties and obligations hereunder of the Developer may not be assigned, in whole or in part, to another entity, without the prior approval of the City, which approval shall not be unreasonably withheld, conditioned, or



delayed; provided that, no City approval is required for any such assignment to any entity affiliated with Developer or any entity in which Developer, its affiliates or its principals owns 50 percent or more of the ownership interest, or to any lender for financing purposes.

B. The Parties' obligations pursuant to this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement.

## **ARTICLE VIII GENERAL COVENANTS**

### **Section 8.01. Indemnification of City.**

A. Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (collectively, the "**City Indemnified Parties**") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorney's fees, resulting from, arising out of, or in any way connected with:

1. The Developer's actions and undertakings in the implementation of this Agreement;
2. The negligence or willful misconduct of Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment and construction of the Project; and
3. Any expense incurred by the City resulting from any litigation filed against the Developer by any member or shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, coproposer, architect, contractor, consultant or other vendor.

This section shall not apply to willful misconduct or negligence of the City or its officers, employees or agents. This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 et seq.) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify City from liability.



B. In the event any suit, action, investigation, claim or proceeding (collectively, an “**Action**”) is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt notice to the Developer of the occurrence of such event.

C. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement with respect to any liability arising prior to the termination of this Agreement.

**Section 8.02. Non-liability of Officials, Employees and Agents of the City.** No recourse shall be had for the reimbursement of the CID Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

## **ARTICLE IX DEFAULTS AND REMEDIES**

**Section 9.01. Developer Event of Default.** “**Developer Event of Default**” shall mean a default in the performance of any obligation or breach of any covenant or agreement of the Developer in this Agreement, and continuance of such default or breach for a period of thirty (30) days after the City has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the Developer is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Developer shall promptly upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

**Section 9.02. City Event of Default.** The occurrence and continuance of any of the following events shall constitute a “**City Event of Default**” hereunder:

Default in the performance of any obligation or breach of any other covenant or agreement of the City in this Agreement, and continuance of such default or breach for a period of thirty (30) days after there has been given to the City by the Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the City shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.



### **Section 9.03. Remedies Upon a Developer Event of Default.**

A. Upon the occurrence and continuance of a Developer Event of Default, the City shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The City shall have the right to terminate this Agreement or terminate Developer's rights under this Agreement.
2. The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default.
3. The City may suspend reimbursement to Developer of CID Costs until such time as the Developer Event of Default has been fully remedied.

B. Upon termination of this Agreement pursuant to this Section, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer.

C. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Developer shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City shall continue as though no such proceeding had been instituted.

D. The exercise by the City of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived.

E. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Developer shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

F. Notwithstanding the foregoing or anything in this Agreement (including, without limitation, this Section) to the contrary, under no circumstances will: (i) Developer be liable for any special, punitive, remote, or consequential damages, including (without limitation) lost tax revenues; or (ii) the City or any third party be entitled to specifically enforce construction of the Project (or any portion thereof) by the Developer.



#### **Section 9.04. Remedies Upon a City Event of Default.**

A. Upon the occurrence and continuance of a City Event of Default the Developer shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law or in equity:

1. The Developer shall have the right to terminate this Agreement and the Developer's obligations hereunder;
2. The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting from such City Event of Default.

B. If the Developer has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Developer, then and in every case the Developer and the City shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Developer shall continue as though no such proceeding had been instituted.

C. Each of the Developer's remedies provided hereunder shall be cumulative and in addition to each other such remedy, and the exercise by the Developer of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Developer shall apply to obligations beyond those expressly waived.

D. Any delay by the Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the Developer of any specific default by the Developer shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

**Section 9.05. Legal Actions.** Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Johnson County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

### **ARTICLE X GENERAL PROVISIONS**

**Section 10.01. Mutual Assistance.** The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this



Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.

**Section 10.02. Effect of Violation of the Terms and Provisions of this Agreement; No Partnership.** The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement shall run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Project or the CID. Subject to the limitations set forth in Section 9.03 hereof, the City shall have the right, if this Agreement or covenants herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the Developer and the City.

**Section 10.03. Time of Essence.** Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

**Section 10.04. Amendments.** This Agreement may be amended only by the mutual consent of the Parties, by the adoption of a resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

**Section 10.05. Agreement Controls,** The Parties agree that the Project will be implemented as agreed in this Agreement, subject to the terms and conditions hereof. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Project, the payment of CID Costs and all other methods of implementing the Project. The Parties further agree that this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof (including, without limitation, any memorandum of understanding) and is a full integration of the agreement of the Parties.

**Section 10.06. Conflicts of Interest.**

A. No member of the City's governing body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings shall participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed. Upon receiving notice of such possible conflict, the City shall promptly disclose the same to Developer in writing and, from that point forward until the Parties reach a mutually-agreeable resolution, keep Developer apprised of the status of such possible conflict.



B. The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its actual knowledge, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

**Section 10.07. Term.** Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect until the Developer has been reimbursed for all CID Costs incurred in connection with the Project, unless the parties agree to terminate this Agreement at an earlier date.

**Section 10.08. Validity and Severability.** It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

**Section 10.09. Required Disclosures.** The Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

**Section 10.10. Tax Implications.** The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

**Section 10.11. Authorized Parties.** Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by any officer of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or



other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent or approval of the City Council before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section; provided, however, that (except as expressly provided otherwise herein or required pursuant to Applicable Law and Requirements) such supplemental agreement, request, demand, approval, notice or consent shall not require a public hearing before the City Council or formal approval thereof via resolution, ordinance or otherwise.

**Section 10.12. Notice.** All notices and requests required or desired to be given pursuant to this Agreement shall be sent as follows:

To the City:

Beth Linn  
City Administrator  
City of Edgerton, Kansas  
404 E. Nelson  
Edgerton, Kansas 66021

To the Developer:

Edgerton Land Holding Company, LLC  
Attn: Nathaniel Hagedorn  
4825 NW 41<sup>st</sup> Street, Suite 500  
Riverside, Missouri 64150

With a copy to:

Scott Anderson  
SA Legal Advisors LC  
8801 Renner Blvd., Suite 403  
Lenexa, Kansas 66219

With a copy to:

Curtis J. Petersen, Esq.  
Polsinelli PC  
6201 College Boulevard, Suite 500  
Overland Park, Kansas 66211

or at such other addresses as the Parties may indicate in writing to the other in accordance with the provisions of this Agreement (with at least 10 days' notice of such change in writing), either by personal delivery, reputable overnight delivery service (such as UPS or FedEx), or by certified mail, return receipt requested. Any notice sent by: (a) certified mail, return receipt requested, shall be deemed delivered two (2) business days after deposited in the United States Mail; (b) personal delivery shall be deemed delivered when actually received; and (c) an overnight delivery service shall be deemed delivered on the business day following the date the notice is deposited with the overnight delivery service.

**Section 10.13. Kansas Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Any action to enforce the provisions of this Agreement shall be brought in the District Court of Johnson County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

**Section 10.14. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement. Hand signatures transmitted by electronic mail in portable document format (PDF) or similar format shall also be permitted as binding signatures to this Agreement.



**Section 10.15. Consent or Approval.** Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance shall not be unreasonably withheld, conditioned or unduly delayed.

**Section 10.16. Electronic Transactions.** The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signature pages follow]



**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**CITY OF EDGERTON, KANSAS**

(SEAL)

By: \_\_\_\_\_  
Donald Roberts, Mayor

ATTEST:

\_\_\_\_\_  
Rachel James, City Clerk



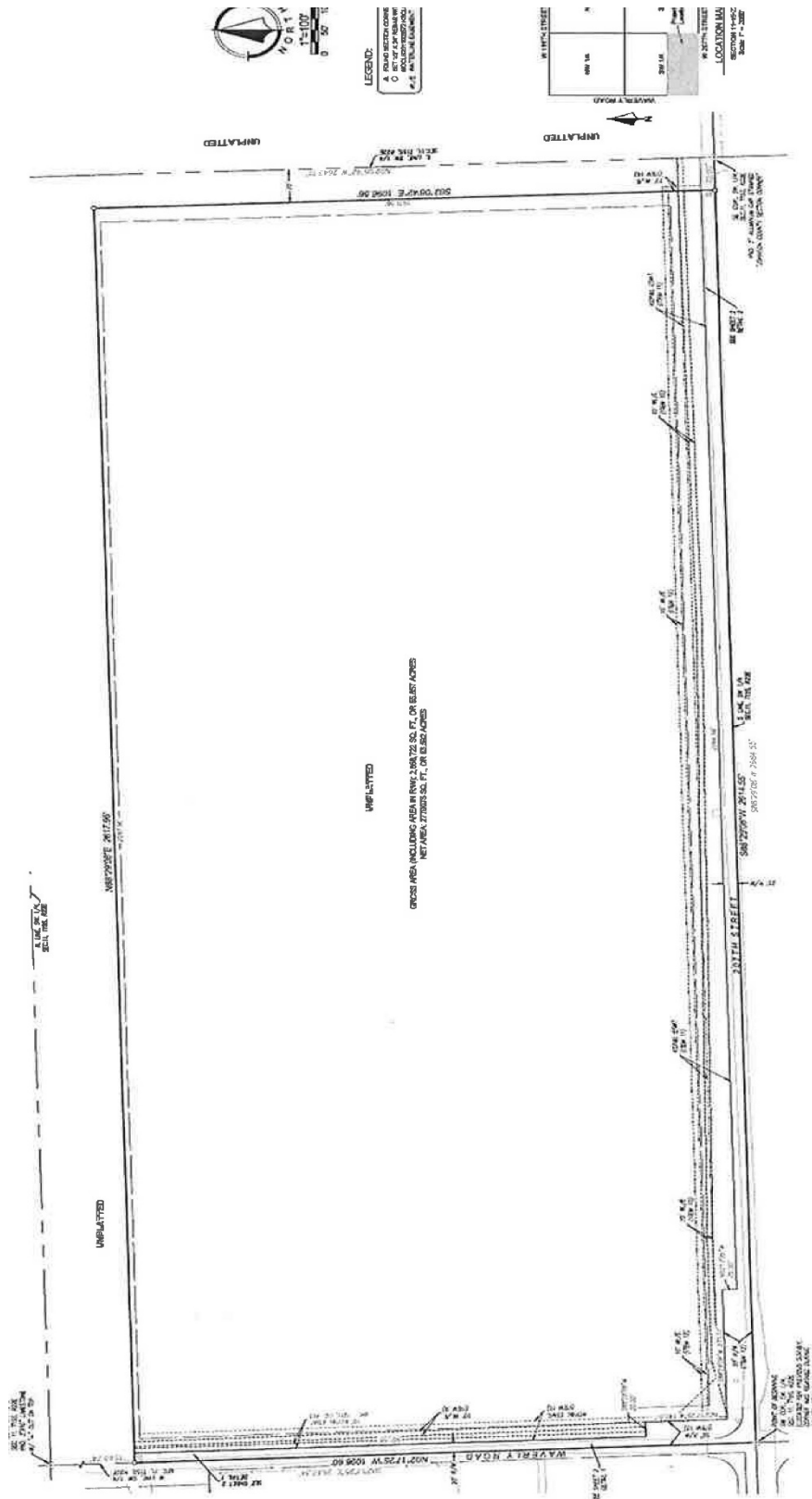
**HILLSDALE FARMS, LLC,**  
a Missouri limited liability company

By: \_\_\_\_\_  
Nathaniel Hagedorn, Manager



# EXHIBIT A

## MAP OF CID DISTRICT





## **EXHIBIT B**

### **LEGAL DESCRIPTION OF CID**

All that part of the Southwest Quarter of Section 11, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas being more particularly described as follows:

Beginning at the Southwest corner of said Southwest Quarter; thence North 02°17'25" West, along the West line of said Southwest Quarter, a distance of 1,096.60 feet; thence departing said West line, North 88°29'08" East, parallel with the South line of said Southwest Quarter, a distance of 2,617.96 feet to a point 70.00 feet west of the East line of said Southwest Quarter; thence South 02°06'42" East, parallel with said East line, a distance of 1,096.56 feet to a point on the south line of said Southwest Quarter; thence South 88°29'08" West along said south line, a distance of 2614.55 feet to the Point of Beginning, containing 2,868,722 square feet, or 65.857 acres, more or less.



## **EXHIBIT C**

### **FORM OF CERTIFICATE OF CID COSTS**

#### **CERTIFICATE OF CID COSTS**

TO: City of Edgerton, Kansas  
Attention: City Administrator

Re: LPKC CID District No. 2

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in that certain LPKC District No. 2 Development Agreement dated as of May \_\_, 2019 (the "Agreement"), between the City of Edgerton, Kansas ("City") and ELHC LI, LLC ("the Developer").*

In connection with the Agreement, the undersigned hereby states and certifies that, to his or her actual knowledge:

1. Each item listed on *Schedule 1* hereto is a CID Cost and was incurred in connection with the construction of the Project.
2. These CID Costs have been paid and are reimbursable under the Agreement.
3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the CID Fund, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith,
5. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.
8. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ELHC LI, LLC

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved for Payment this day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF EDGERTON, KANSAS

By: \_\_\_\_\_

Title: \_\_\_\_\_



## **EXHIBIT D**

### **FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION**

*Pursuant to **Section 4.06** of the Agreement, the City shall, within ten (10) days following delivery of this Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction as to the accuracy of the certifications contained in this Certificate.*

### **CERTIFICATE OF SUBSTANTIAL COMPLETION**

The undersigned, ELHC LI, LLC (the “Developer”), pursuant to that certain LPKC CID District No. 2 Development Agreement, dated as of May \_\_, 2019, between the City of Edgerton, Kansas (the “City”) and the Developer (the “Agreement”), hereby certifies to the City, to its actual knowledge, as follows:

1. That as of \_\_\_\_\_, 20\_\_\_\_, the construction, renovation, repairing, equipping and constructing of a distinct portion of the Project (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. The distinct portion(s) of the Project that has been completed is described as follows:
3. The distinct portion of the Project has been completed in a workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).
4. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to the Project.
5. The City’s acceptance of this Certificate shall evidence the satisfaction of the Developer’s agreements and covenants to construct such distinct portion of the Project.



This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ELHC LI, LLC,  
a Kansas limited liability Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED:

CITY OF EDGERTON, KANSAS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## City Council Action Item

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**Council Meeting Date:** May 23, 2019

**Department:** Public Works

### **Agenda Item: Consider Preliminary Design-Build Agreement between City of Edgerton and Miles Excavating, Inc. for 2019 Street Reconstruction Project**

**Background/Description of Item:**

On March 29, 2019, the City of Edgerton issued a Request for Qualifications seeking Design-Build teams for the design and construction of residential roadways, see attached map for street locations. The Project includes new installation of roadway, storm inlets, storm pipe, sidewalks, curb & gutter, and adjustments as needed to street lighting and utilities. These roadways are identified in the 2017 Street Program as passed their useful life. Once identified as passed their useful life, maintenance operations ceased, and development of this project began.

Requests for Qualifications were due April 24, 2019 and interviews with the short-listed teams were conducted on May 2. The selection committee (Asst. City Administrator, City Engineer, Public Works Director, and Public Works Superintendent) recommends the Miles Excavating/Cook Flat Strobel (CFS)/TREKK as the best, most qualified team for the project. The selection committee recommends the team based on their ability to meet the aggressive schedule for the project, provide innovative construction solutions, and provide a public engagement component with a proven track record in this style of project.

Enclosed is the draft Preliminary Agreement between the City of Edgerton and Miles for the project. A summary of the deliverables as a result of the agreement are below.

- 30% Design Plans
- 90% Drainage Plans
- Communications Plan
- ROW/Easement plans
- Schedule and phasing plan
- Guarantee Maximum Price (GMP)

The Preliminary Agreement is still under review by both Miles and the City. All revisions are pending approval from City Engineer, City's Insurance representative, and City Attorney.

The funding source for the project is identified by the CIP, as listed below:



General Fund	\$ 41,694
Street Excise Tax	\$ 382,556
Public Infrastructure Fund	<u>\$ 1,502,499</u>
Total:	\$ 1,926,749

The project identified in the CIP consisted of less roadway than the current proposed project. During CIP discussions with Council, the addition of Heather Knoll was approved, increasing the scale of the project. Prior to bringing the Final Agreement for the increased scope, staff will present the different funding options.

**Related Ordinance(s) or Statue(s):**

<b><u>Funding Source:</u></b>	General Fund	\$ 41,694
	Street Excise Tax	\$ 382,556
	Public Infrastructure Fund	<u>\$ 1,502,499</u>
	Total:	\$ 1,926,749

**Budget Allocated:** N/A

x Karen E. Kindle

**Finance Director Approval:** Karen Kindle, Finance Director

**Recommendation: Approve Preliminary Design-Build Agreement between City of Edgerton and Miles Excavating, Inc. for 2019 Street Reconstruction Project pending changes from City Attorney and authorize the Mayor to execute the Agreement.**

**Enclosed:** Draft Agreement w/ Exhibit A, Exhibit B, and proposed scope

**Prepared by:**

**Dan Merkh**, Public Works Director  
**Trey Whitaker**, Public Works Superintendent





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# **STANDARD FORM OF PRELIMINARY AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER**

DRAFT

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## **Document No. 520**

Second Edition, 2010

© Design-Build Institute of America  
Washington, DC





## Design-Build Institute of America - Contract Documents

### LICENSE AGREEMENT

**By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.**

- 1. License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
- 2. User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
- 3. Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
- 4. Transfers.** You may not transfer possession of any copy, modification or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
- 5. Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
- 6. Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
- 7. Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. Acknowledgement.** You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.



# INSTRUCTIONS

For DBIA Document No. 520 Standard Form of Preliminary Agreement Between Owner and Design-Builder (2010 Edition)

## Checklist

Use this Checklist to ensure that the Agreement is fully completed and all exhibits are attached.

_____	Page 1	Owner's name, address and form of business
_____	Page 1	Design-Builder's name, address and form of business
_____	Page 1	Project name and address
_____	Section 2.7	Attach exhibit for Additional Services (optional)
_____	Section 4.2.2	Complete blanks for additional sum for use of Work Product
_____	Section 5.1	Complete blanks for calendar days
_____	Section 5.2	Attach exhibit for interim milestone dates (optional)
_____	Section 6.1	Insert the Contract Price
_____	Section 7.1	Insert the payment method
_____	Section 7.2	Complete blanks for interest rate
_____	Section 9.8	Insert any other provisions (optional)
_____	Last Page	Owner's and Design-Builder's execution of the Agreement

## General Instructions

No.	Subject	Instruction
1.	Standard Forms	Standard form contracts have long served an important function in the United States and international construction markets. The common purpose of these forms is to provide an economical and convenient way for parties to contract for design and construction services. As standard forms gain acceptance and are used with increased frequency, parties are able to enter into contracts with greater certainty as to their rights and responsibilities.
2.	DBIA Standard Form Contract Documents	Since its formation in 1993, the Design-Build Institute of America ("DBIA") has regularly evaluated the needs of owners, design-builders, and other parties to the design-build process in preparation for developing its own contract forms. Consistent with DBIA's mission of promulgating best design-build practices, DBIA believes that the design-build contract should reflect a balanced approach to risk that considers the legitimate interests of all parties to the design-build process. DBIA's Standard Form Contract Documents reflect a modern risk allocation approach, allocating each risk to the party best equipped to manage and minimize that risk, with the goal of promoting best design-build practices.
3.	Use of Non-DBIA Documents	To avoid inconsistencies among documents used for the same project, DBIA's Standard Form Contract Documents should not be used in conjunction with non-DBIA documents unless the non-DBIA documents are appropriately modified on the advice of legal counsel.
4.	Legal Consequences	DBIA Standard Form Contract Documents are legally binding contracts with important legal consequences. Contracting parties are advised and encouraged to seek legal counsel in completing or modifying these Documents.
5.	Reproduction	DBIA hereby grants to purchasers a limited license to reproduce its documents consistent with the License Agreement accompanying these Documents. At least two original versions of the Agreement should be signed by the parties. Any other reproduction of DBIA Documents is prohibited.



No.	Subject	Instruction
6.	Modifications	<p>Effective contracting is accomplished when the parties give specific thought to their contracting goals and then tailor the contract to meet the unique needs of the project and the design-build team. For that reason, these Documents may require modification for various purposes including, for example, to comply with local codes and laws, or to add special terms. Also, in some instances, these Documents must be modified to indicate the selection of a particular contract term.</p> <p>Any modifications to these Documents should be underlined to distinguish them from original language. Any modifications should be initialed by the parties. To delete provisions, strike through the printed words so that original language remains legible. At no time should a document be re-typed in its entirety. Re-creating the document violates copyright laws and destroys one of the advantages of standard forms - familiarity with the terms.</p>
7.	Execution	It is good practice to execute two original copies of the Agreement. Only persons authorized to sign for the contracting parties may execute the Agreement.

## Specific Instructions

Section	Title	Instruction
General	Purpose of This Document	<p>DBIA Document No. 520, <i>Standard Form of Preliminary Agreement Between Owner and Design-Builder</i> ("Agreement") is for preliminary services only, not for construction services, and shall be used when Owner decides not to contract for the complete design and construction at one time. Use of this Agreement anticipates a two-stage approach to the Project, whereby Owner retains the Design-Builder to assist in the review and/or development of Owner's Project Criteria and for preliminary Schematic Design Documents. Then, depending upon the Design-Builder's Proposal, Owner has the option of contracting for final design and construction services by executing either DBIA Document No. 525, <i>Standard Form of Agreement Between Owner and Design-Builder – Lump Sum</i>, 2010 Edition, or DBIA Document No. 530, <i>Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price</i>, 2010 Edition. DBIA Document No. 525 and DBIA Document No. 530 can also be used when Owner desires preliminary services as part of a complete design-build contract.</p> <p>Under this Agreement, Design-Builder provides a Schematic Design and a Proposal for the completion of the design and construction. If Owner has not completed its Project Criteria before executing this Agreement, the Agreement allows for Owner to pay Design-Builder to assist in the development of Owner's Project Criteria as an Additional Service.</p> <p>If Owner does not accept the Proposal Design-Builder prepares under this Agreement, Owner may select another design-builder to complete the final design and construction. This Agreement allows Owner a limited license to use the Schematic Design and other Work Product created by Design-Builder under this Agreement to complete the Project, providing that Owner indemnifies Design-Builder for claims arising out of the use of the Work Product, and further agrees to compensate Design-Builder for the use of its Work Product. It is anticipated that Owner and Design-Builder will negotiate the compensation for the use of the Work Product prior to the execution of this Agreement.</p>
General	Purpose of These Instructions	These Instructions are not part of this Agreement, but are provided to aid the parties in their understanding of the Agreement and in completing the Agreement.



Section	Title	Instruction
General	Related Documents	<p>This Agreement includes its own abbreviated general conditions and does not require the use of DBIA Document No. 535, <i>Standard Form of General Conditions of Contract Between Owner and Design-Builder</i>, 2010 Edition (“General Conditions of Contract”).</p> <p>Upon completion of the services under this Agreement, the parties may complete the final design and construction of the Project by executing either DBIA Document No. 525 or DBIA Document No. 530, and the accompanying General Conditions of Contract.</p>
General	Date	On Page 1, enter the date when both parties reach a final understanding. It is possible, due to logistical reasons, that the dates when the parties execute the Agreement may be different. Once both parties execute the Agreement, the effective date of the Agreement will be the date recorded on Page 1. This date does not, however, determine Contract Time, which is measured according to the terms of Article 5.
General	Parties: Owner and Design-Builder	On Page 1, enter the legal name and full address of Owner and Design-Builder, as well as the legal form of each entity, e.g., corporation, partnership, limited partnership, limited liability company, or other.
1.2	Definitions	Although this Agreement is a stand-alone document, terms, words and phrases used in the Agreement shall have the same meanings used in the General Conditions of Contract.
2.1	Design Services	The parties should be aware that in addition to requiring compliance with state licensing laws for design professionals, some states also require that the design professional have a corporate professional license.
2.2	Preliminary Services	<p>If Owner’s Project Criteria are provided, Design-Builder’s review and written evaluation of the Project Criteria will promote a clear understanding of Owner’s program prior to Design-Builder’s preparation of Schematic Design Documents.</p> <p>This Agreement acknowledges that Owner may not have developed its Project Criteria prior to the execution of this Agreement, and provides that Owner may pay Design-Builder an additional fee to assist in this effort pursuant to Section 2.7, Additional Services.</p>
2.4	Proposal	Upon completion of the Schematic Design Documents, Design-Builder shall prepare its Proposal, which shall contain the information described in Sections 2.4.1, 2.4.2, 2.4.3, and 2.4.4. If the parties agree to additional or other requirements, state these requirements in Section 9.8, Other Provisions, or modify Section 2.4 appropriately.
2.4.2	Schedule	Given that expedited delivery is one of the primary factors driving many owners to select the design-build method, DBIA strongly believes that the parties should discuss and understand what each party must do to support the Project schedule. The entire Work, both design and construction, should be scheduled. The schedule should indicate the dates for the start and completion of the various stages of the Work, including the date when Owner information and approvals are required and any Owner created constraints.
2.4.3	Other information	<p>Other information may be required to enter into a subsequent agreement for final design and construction. For example, if a Guaranteed Maximum Price (“GMP”) is proposed, Design-Builder will need to provide all documents used as the basis for the GMP and identify them in a GMP Exhibit. For a Lump Sum proposal, Design-Builder may need to create a Design-Builder’s Deviation List to identify any deviations from Owner’s Project Criteria.</p> <p>To identify other information that may be required, Design-Builder should familiarize itself with the terms of DBIA Document No. 525 or DBIA Document No. 530, and the accompanying General Conditions of Contract.</p>



Section	Title	Instruction
2.6	Completion of the Agreement	If Design-Builder and Owner are unable to reach agreement on mutually acceptable revisions to the Proposal, and Owner does not accept the Proposal, Design-Builder will have no further involvement in the Project. Design-Builder's ownership of the Work Product prepared under this Agreement, and Owner's limited license to its use are described in Article 4, Ownership of Work Product.
2.7	Additional Services	Attach as a separate exhibit to this Agreement the scope of work for any Additional Services to be performed by Design-Builder, such as the development of Owner's Project Criteria pursuant to Section 2.2.2.
Article 4	Ownership of Work Product	<p>This Agreement provides that unless the parties select the optional provisions set forth in Article 4, Design-Builder shall retain ownership of the Work Product it produces, but obligates Design-Builder to grant a limited license to Owner to use the Work Product conditioned on the terms of Sections 4.2.1 and 4.2.2.</p> <p>DBIA recognizes that the critical decisions affecting the success of the Project and the greatest intellectual effort are typically developed during the preliminary phase. The purpose of Article 4 is to balance the interests of Owner, whose schedule will be adversely affected if it cannot use the Work Product created under this Agreement, and Design-Builder, who may not have been compensated for the full market value of its preliminary work, and who must be protected from liability for design that it does not complete or construct.</p>
4.2.2	Additional Compensation	To minimize disputes, the parties should negotiate prior to execution of the Agreement the amount of additional compensation Owner will pay Design-Builder for the right to use the Work Product. Enter the amount of this additional compensation.
5.1	Commencement Date	Design-Builder will commence its services within five (5) days of its receipt of Owner's Notice to Proceed, and complete its services no later than the calendar day duration of time negotiated between the parties. Enter the calendar days duration of this negotiated Contract Time.
5.2	Interim Dates	Attach an exhibit for interim dates, if any.
6.1	Contract Price	Insert the Contract Price, or the basis for its calculation as agreed to by the parties.
7.1	Payment	Insert the method agreed upon by Owner and Design-Builder for partial and final payment.
7.2	Interest	Enter the rate at which interest will accrue on Design-Builder's payments, if unpaid five (5) days after due.
9.1	Dispute Resolution	DBIA endorses the use of partnering, negotiation, mediation and arbitration for the prevention and resolution of disputes. This Agreement provides for mandatory, non-binding mediation followed by binding arbitration for any dispute not resolved by mediation. The parties are encouraged to attempt to negotiate a mutually satisfactory resolution of any claim, dispute, or controversy prior to resorting to mediation.
9.8	Other Provisions	Insert any other provisions.



# TABLE OF CONTENTS

<b>Article</b>	<b>Name</b>	<b>Page</b>
Article 1	General .....	2
Article 2	Design-Builder's Services and Responsibilities.....	2
Article 3	Owner's Services and Responsibilities.....	3
Article 4	Ownership of Work Product .....	4
Article 5	Contract Time.....	4
Article 6	Contract Price .....	5
Article 7	Procedure for Payment .....	5
Article 8	Electronic Data.....	5
Article 9	Other Provisions.....	6





# Standard Form of Preliminary Agreement Between Owner and Design-Builder

*This document has important legal consequences. Consultation with  
an attorney is recommended with respect to its completion or modification.*

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This **AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of  
20\_\_\_\_\_, by and between the following parties, for services in connection with the Project identified  
below.

**OWNER:**

*(Name and address)*

City of Edgerton  
404 E. Nelson  
Edgerton, KS 66021

**DESIGN-BUILDER:**

*(Name and address)*

Miles Excavating  
15063 State Avenue  
Basehor KS, 66007

**PROJECT:**

*(Include Project name and location as it will appear in the Contract Documents)*

2019 Street Reconstruction

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as  
set forth herein.



## **Article 1**

### **General**

**1.1 Duty to Cooperate.** Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement.

**1.2 Definitions.** Terms, words and phrases used in this Agreement shall have the meanings given them in DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract").

## **Article 2**

### **Design-Builder's Services and Responsibilities**

**2.1 Design Services.** Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering and other design professional services, required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.

#### **2.2 Preliminary Services.**

**2.2.1** Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications and other technical materials and requirements prepared by or for Owner.

**2.2.2** If Owner's Project Criteria have not been developed prior to the execution of this Agreement, Design-Builder will assist Owner in developing Owner's Project Criteria, with such service deemed to be an Additional Service pursuant to Section 2.7 hereof. If Owner has developed Owner's Project Criteria prior to executing this Agreement, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

**2.3 Schematic Design Documents.** Design-Builder shall prepare Schematic Design Documents (30% design plans) based on Owner's Project Criteria, as may be revised in accordance with Section 2.2.2 hereof. The Schematic Design Documents shall include design criteria, drawings, diagrams and specifications setting forth the requirements of the Project. The parties shall meet to discuss the Schematic Design Documents and agree upon what revisions, if any, should be made. Design-Builder shall perform such agreed-upon revisions.

**2.4 Proposal.** Based on Owner's Project Criteria, the Schematic Design Documents, as each may be revised pursuant to Sections 2.2.2 and 2.3 above, and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal"), which shall include the following unless the parties mutually agree otherwise:

**2.4.1** a proposed contract price for the design and construction of the Project, which price shall be in the form of a lump sum or the cost of the work plus a fee with an option for a Guaranteed Maximum Price ("GMP");



**2.4.2** a schedule (including phasing) and date of Substantial Completion of the Project upon which the Contract Price for the Project is based;

**2.4.3** all other information necessary for the parties to enter into DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition), with the accompanying General Conditions of Contract, DBIA Document 535;

**2.4.4** the time limit for acceptance of the Proposal;

**2.4.5** a communications plan; and

**2.4.6** compliance with all insurance documents as described in the attached exhibit B.

**2.5 Review of Proposal.** Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If Design-Builder finds the revisions acceptable, Design-Builder shall, upon receipt of Owner's notice, adjust the Proposal.

**2.6 Completion of This Agreement.** Design-Builder's services under this Agreement shall be deemed completed upon meeting with Owner to discuss the Proposal and making those revisions to the Proposal, if any, Design-Builder finds acceptable.

**2.7 Additional Services.** Design-Builder shall perform the Additional Services set forth in a separate exhibit to this Agreement. The cost for such services shall be as mutually agreed upon by Owner and Design-Builder, with the Contract Price for this Agreement, as set forth in Section 6.1 hereof, being adjusted accordingly.

## **Article 3**

### **Owner's Services and Responsibilities**

**3.1 Timely Performance.** Owner shall throughout the performance of this Agreement cooperate with Design-Builder. Owner shall perform its responsibilities, obligations and services, including its reviews and approvals of Design-Builder's submissions, in a timely manner so as not to delay or interfere with Design-Builder's performance of its obligations under this Agreement.

**3.2 Owner's Project Criteria.** Owner shall provide Design-Builder with Owner's Project Criteria. If Owner desires that Design-Builder assist Owner in developing such criteria as an Additional Service under Section 2.7 hereof, Owner shall provide Design-Builder with its objectives, limitations and other relevant information regarding the Project.

**3.3 Owner Provided Information.** Owner shall provide, at its own cost and expense, for Design-Builder's information and use, the following, all of which Design-Builder is entitled to rely upon in performing its obligations hereunder:

**3.3.1** Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

**3.3.2** Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;



**3.3.3** Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use or necessary to permit the proper design and construction of the Project;

**3.3.4** A legal description of the Site;

**3.3.5** To the extent available, as-built and record drawings of any existing structures at the Site; and

**3.3.6** To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including, but not limited to, Hazardous Conditions, in existence at the Site.

## **Article 4**

### **Ownership of Work Product**

**4.1 Transfer of Preliminary Design Work product and Final Design Work product.** All reports, design documents, surveys, presentation graphics, creative products and other materials or information created by the Engineer as Preliminary Design Work product or Final Design Work product will be transferred to City, except for Excluded IP. Excluded IP is (i) intellectual property owned by Engineer or Design-Build Contractor, their affiliates and subconsultants; and (ii) other intellectual property provided by third parties for use as part of the Project. Design-Build Contractor hereby grants to City a non-exclusive, transferrable, irrevocable, unconditional, paid-up license to use, reproduce, modify, adapt, disclose and sub-license Excluded IP solely for the Project purposes described in this Agreement without transfer of any ownership rights. Design-Build Contractor shall have the right, at its sole cost and risk, to use its Preliminary Design Work product and Final Design Work product for its other business purposes.

**4.2 Re-use of Preliminary Design Work product and Final Design Work product .** Subject to the following conditions, City shall have the right to re-use the Preliminary Design Work product and Final Design Work product, except Excluded IP, without verification or adaptation by the Engineer or Design-Build Contractor in this Project after termination of this Agreement for any reason, in any other project or for any other purpose:

**4.2.1** All re-use shall be at the sole cost and risk of City and/or any other party obtaining access to the Preliminary Design Work product or Final Design Work product directly or indirectly from City, without liability of Engineer or Design-Build Contractor.

**4.2.2** No re-use of the Preliminary Design Work product or Final Design Work product for purposes other than those related to the Project will be made until Engineer's title block, seal and signature have been removed.

**4.2.3** No additional compensation will be made to the Engineer or Design-Build Contractor for the permitted re-use.

## **Article 5**

### **Contract Time**

**5.1 Commencement Date.** Design-Builder shall commence performance of the services set forth in this Agreement within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing. Design-Builder shall complete such services no later than Wednesday, June 19 ( 26 ) calendar days after the Date of Commencement.



**5.2 Interim Dates.** Interim milestone dates, if any, of identified portions of the services set forth in this Agreement shall be achieved as described in a separate exhibit to this Agreement.

## **Article 6**

### **Contract Price**

**6.1 Contract Price.** The Contract Price for this Agreement is as set forth below: *(Provide for a fixed lump sum amount, cost of the work plus a fee with a GMP, hourly rates, or some other basis of compensation)*

	Miles	CFS	TREKK
1. Coordination/Administration	\$ 8,000	\$11,200	\$ 9,878
2. Survey		\$ 4,800	\$34,105
3. Utility Coordination			\$ 3,946
4. Drainage Study		\$ 6,000	
5. Preliminary Design (30% roadway, 90% drainage)		\$42,930	\$39,292
6. CCTV Investigation			\$10,384

**Total Fee** **\$170,535**

**6.2 Scope of Contract Price.** The Contract Price shall be the full compensation due Design-Builder for the performance of all services set forth in this Agreement, and shall be deemed to include all the sales, use, consumer and other taxes mandated by applicable Legal Requirements. The Contract Price shall be adjusted to reflect any Additional Services agreed upon by the parties after execution of this Agreement.

## **Article 7**

### **Procedure for Payment**

**7.1 Payment.** Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder:

Design-Build Contractor will submit monthly pay requests to the City for approval. Upon approval, payment will be made within 30 calendar days thereafter. For payments that are late and not received by Design- Build Contractor within 45 calendar days, interest shall accrue thereon at 18% per annum.

**7.2 Interest.** Payments due and unpaid by Owner to Design-Builder shall bear interest commencing five (5) days after payment is due at the rate of \_\_\_\_\_ percent (\_\_\_\_\_%).

## **Article 8**

### **Electronic Data**

**8.1 Electronic Data.**

**8.1.1** The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

**8.2 Transmission of Electronic Data.**



**8.2.1** Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

**8.2.2** Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

**8.2.3** By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

### **8.3 Electronic Data Protocol.**

**8.3.1** The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 8.3.

**8.3.2** Electronic Data will be transmitted in the format agreed upon in Section 8.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

**8.3.3** The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information if such information changes prior to Final Completion.

**8.3.4** The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

## **Article 9**

### **Other Provisions**

**9.1 Confidentiality.** Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies it as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the services set forth in this Agreement.



**9.2 Assignment.** Neither Design-Builder nor Owner shall without the written consent of the other party assign, transfer, or sublet any portion or part of its obligations under this Agreement.

**9.3 Governing Law.** This Agreement shall be governed by the laws of the State of Kansas and any disputes shall be heard by the District Court of Johnson County.

**9.4 Severability.** If any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by any authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of the provision of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part was deleted.

**9.5 Amendments.** This Agreement may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of both parties.

**9.6 Entire Agreement.** This Agreement forms the entire agreement between Owner and Design-Builder. No oral representations or other agreements have been made by the parties except as specifically stated in this Agreement.

**9.8 Other Provisions.** Other provisions, if any, are as follows:



In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

**OWNER:**

**DESIGN-BUILDER:**

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Name of Design-Builder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Caution: You should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.**



# **Exhibit A**

## **Owner's Project Criteria**

The City of Edgerton has a project area along the area consisting of Street A, Street B, and Street C (described below).

Street A consists of the following segments:

W. 7 <sup>th</sup> Street from W. Cumberland Drive to W. Edgewood Drive	(appx. 370 LF)
W. Cumberland Drive from W. 5 <sup>th</sup> Street to W. 6 <sup>th</sup> Street	(appx. 382 LF)
W. Cumberland Drive from W. 6 <sup>th</sup> Street to W. 7 <sup>th</sup> Street	(appx. 281 LF)
W. 4 <sup>th</sup> Street from W. Meriwood Lane to W. Edgewood Drive	(appx. 475 LF)
W. 5 <sup>th</sup> Street from the Cul-de-sac to W. Edgewood Drive	(appx. 137 LF)

Street B consists of the following segments:

W. 3 <sup>rd</sup> Circle from W. 3 <sup>rd</sup> Street to Cul-de-sac	(appx. 105 LF)
W. Shanandoah Drive from W. 4 <sup>th</sup> Street to W. 7 <sup>th</sup> Street	(appx. 918 LF)

Street C consists of the following segments:

Heather Knoll Drive from W. 3 <sup>rd</sup> Street to W. 4 <sup>th</sup> Street	(appx. 265 LF)
Heather Knoll Drive from W. 4 <sup>th</sup> Street to Heather Knoll Circle	(appx. 233 LF)
Heather Knoll Drive from Heather Knoll Circle to W. 7 <sup>th</sup> Street	(appx. 672 LF)
Heather Knoll Drive from W. 7 <sup>th</sup> Street to W. 8 <sup>th</sup> Street	(appx. 314 LF)
Heather Knoll Circle from Heather Knoll Drive to Cul-de-sac	(appx. 148 LF)

Street A, B, and C all are segments of roadway that are past their useful life. The project area is in the Southwestern section of Edgerton, located between 1<sup>st</sup> Street and 8<sup>th</sup> Street. The Street sections are typically 28 FT wide, with 50 FT of right-of-way, and have a total length of approximately 4,300 LF.

### **A. Surveys, mapping, and initial utility contacts.**

The Design-Build Contractor will set all horizontal and vertical controls, locate all section and property corners, identify proposed boring locations, and perform all surveys to create DTM and aerial mapping planimetric files. Utility location in each corridor shall be identified through information provided by the utility companies.

### **B. Geotechnical Investigations.**

The Design-Build Contractor will obtain, interpret, analyze, and coordinate geotechnical data sufficiently to determine appropriate pavement sections and any specific sub-surface site conditions which could affect or alter the roadway design. The extent of the Geotechnical Investigations shall be adequate in number and type to provide a comprehensive analysis of all existing soil conditions within the boundaries of the prescribed road improvements and shall not be any less in number or type with what industry standards would require.

### **C. Preliminary Plans - Deliverable.**

The preliminary design will include the establishment of design criteria, identifying typical roadway sections, sidewalk locations, and improvements required to address access needs of properties adjacent to the Project. Also preliminary drainage study and plans, lighting and signage layouts, retaining wall plans, construction sequencing, traffic control plans, and pavement marking concepts shall be developed as part of the Preliminary Plans Deliverable package. The construction limits shall be determined accurately enough to identify necessary right-of-way and easement acquisition. The establishment of the design criteria shall be based upon industry standards for the type and magnitude of anticipated traffic, and per other regulatory agency's requirements such as APWA and the standards



and requirements approved by the City Engineer. The Preliminary Plans - Deliverables will be reviewed by the City and approval by the City is a requirement of this scope.

The preliminary plans phase shall involve bi-weekly meetings with City staff to assure necessary progress and compliance with City criteria. A utility coordination meeting will be required in order to begin the utility relocation process.

**D. Right-of-Way Services.**

The Design-Build Contractor shall prepare right-of-way plans, perform necessary ownership research, and, if not already provided by the City, write legal descriptions as necessary to construct the improvements. The City through its Legal Counsel shall perform the actual acquisition of the right-of-way.

**E. Environmental and Permitting Services.**

The Design-Build Contractor shall determine any environmental, cultural, and historic investigations that are legally required, and conduct those investigations and studies. The Design-Build Contractor shall prepare any permit applications required by regulatory local, state, and Federal agencies, and the Design-Build Contractor will be responsible for incurring all permitting costs with the GMP.

The Preliminary Plans Deliverable package will be reviewed by the City and approved by the City prior to proceeding with additional work.



## **INSURANCE REQUIREMENTS – CITY OF EDGERTON, KS**

Design/Build Contractor shall procure and maintain at its sole cost and expense, the following insurance coverage with minimum acceptable limits as follows:

### **(1) COMMERCIAL GENERAL LIABILITY**

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

Coverage shall be written on ISO occurrence form CG 0001 or equivalent, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury, and include explosion, collapse, and underground coverage. Such coverage shall also contain a "per project" aggregate endorsement. It shall also name City, its officers, officials, employees, Mayor, and City Council Members, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsements CG 2010 and CG 2037, or their equivalent, copies of which are required to be attached to the certificate of insurance. Design-Build Contractor shall maintain this coverage for itself and for all additional insureds for the duration of the project and maintain Completed Operations for coverage for itself and for each additional insured for at least 3 years after completion of the Work. Pollution Liability, if applicable, must also be included or separate policy provided reflecting same limits and terms as above.

### **(2) AUTOMOBILE LIABILITY**

\$1,000,000 Per Accident

Coverage shall apply to all owned, hired, and non-owned automobiles used in the completion of the work set forth in the contract. It shall also name City, its officers, officials, employees, Mayor, and City Council Members, and agents as additional insureds.

### **(3) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY**

\$500,000 Each Accident

\$500,000 Policy Limit - Disease

\$500,000 Each Employee – Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage.



## **INSURANCE REQUIREMENTS – CITY OF EDGERTON, KS, CONT'D**

### **(4) UMBRELLA / EXCESS LIABILITY**

\$4,000,000 Per Occurrence

\$4,000,000 Aggregate

A combined single limit of excess liability to apply over and above General Liability, Pollution Liability (if applicable), Auto Liability, and Employers Liability, with terms and

conditions consistent with those of the underlying coverage, not any more restrictive. It shall also name City, its officers, officials, employees, Mayor, and City Council Members, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured.

### **(5) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS**

\$1,000,000 Per Claim

\$2,000,000 Aggregate

This coverage, shall apply to actual or alleged negligent or wrongful acts, errors and omissions resulting in claim(s) for damages related to the work involving the operations of Design/Build Contractor, and/or its sub-contractors and sub-consultants. If coverage is specifically written for a design professional not employed by the Design Build Contractor, such policy will be endorsed to provide coverage on a primary and non-contributory basis. If such policy is "claims-made" form, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work set forth in the Agreement. This insurance must be maintained and evidence of insurance must be provided for at least Five (5) years after termination of this Agreement. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the Agreement effective date, Design/Build Contractor must purchase "extended reporting period" (tail) coverage for a minimum period representing at least Five (5) years after termination of this agreement.

### **(6) BUILDERS RISK / INSTALLATION FLOATER**

This coverage, is required for building projects in an amount equal to the Replacement Cost of the work or the Contract Amount, whichever is greater. Street and drainage projects will be insured for an amount adequate to provide for removal, repair, or replacement of damaged, unacceptable, or otherwise destroyed work, including labor costs, completed as part of the Contract. It shall include the interest of all entities who are deemed to have an insurable interest in the work and these shall be listed as an insured or additional insured. Coverage shall be "all-risk" and include insurance for loss and damage to the work itself, and materials and equipment in transit. Property of the City in the care, custody and control of Design-Build Contractor shall also be included in such policy, if applicable. Coverage shall be maintained in effect until final payment is made unless otherwise agreed to in writing by the City. Design-Build Contractor shall be responsible for any deductible or self-insured retention.



## **INSURANCE REQUIREMENTS – CITY OF EDGERTON, KS, CONT'D**

### **(7) WAIVER OF SUBROGATION**

Design-Build Contractor, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, its officers, officials, employees, Mayor, and City Council Members, and agents for recovery of damages to the extent that these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, professional liability, or workers compensation and employers liability insurance maintained per the requirements stated above.

### **(8) CERTIFICATE OF INSURANCE/MISCELLANEOUS PROVISIONS**

Prior to commencing the work, Design-Build Contractor shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Design-Build Contractor's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above, with copies of the additional insured endorsements attached. Should any of the above described policies be cancelled, non-renewed, or be materially altered, which would have an adverse effect on the coverage required by the above terms of this contract, the insurance company(ies) shall notify the City in writing at least 30 days prior to such event. This cancellation provision shall be indicated on the certificate of insurance. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Build Contractor with reasonable promptness. City also reserves the right to obtain copies of Design-Build Contractor's policies to validate coverage in effect if certificates are ambiguous. Annually, Design-Build Contractor agrees to provide City with a new and replacement formal certificate of insurance. Not less than five (5) days prior to the expiration date, Design-Build Contractor will provide City with renewal certificate and new additional insured endorsements, naming City, its officers, officials, employees, Mayor and City Council Members, and agents as additional insured. If any portion of the work is to be subcontracted, Design-Build Contractor shall require that the subcontractor(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance provided to City evidencing same. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Design-Build Contractor's obligations hereunder. And the fact that insurance is obtained by Design-Build Contractor shall not be deemed to release or diminish the liability of Design-Build Contractor including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Design-Build Contractor shall notify City in writing as soon as possible after any bodily injury, property damage, or other occurrence that could potentially lead to any lawsuit or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.





15063 State Avenue  
Basehor, KS 66007  
Office: 913.724.1934

*Over 37 Years  
of Excellence!*

May 16, 2019

City of Edgerton  
Dan Merkh  
404 E. Nelson St.  
Edgerton, KS 66021

Re: Edgerton Complete Streets Design-Build 2019

Dan:

Miles Excavating, Inc. is pleased to provide the following cost proposal for the Preliminary Design of the 2019 Edgerton Complete Streets Design/Build project. The design would encompass thirty percent of the Roadway and ninety percent of the Drainage design.

Also attached is the Scope of Services from both of the engineering firms along with illustrative maps of the project streets/area.

Please advise if you need anything further at this time. Miles looks forward to another successful project with the City of Edgerton.

Respectfully,

A handwritten signature in black ink, appearing to read "Shawn Berkey", with a long, sweeping horizontal stroke extending to the right.

Shawn Berkey  
Estimator/General Superintendent  
Miles Exc. Inc.





<b>Edgerton Complete Streets Design-Build</b>
---

		Miles Exc. Inc.	CFS	TREKK
1	Coordination/Adminstration	\$ 8,000.00	\$ 11,200.00	\$ 9,878.00
2	Survey		\$ 4,800.00	\$ 34,105.00
3	Utility Coordination			\$ 3,946.00
4	Drainage Study		\$ 6,000.00	
5	Preliminary Design (30% Roadway; 90% Drainage)		\$ 42,930.00	\$ 39,292.00
6	CCTV Investigation			\$ 10,384.00
		\$ 8,000.00	\$ 64,930.00	\$ 97,605.00
	<b>Total Fee</b>	<b>\$ 170,535.00</b>		



## **ATTACHMENT A SCOPE OF SERVICES**

### **General Design Requirements**

The design professional shall design the Project in conformity with the latest Kansas City Metro APWA Specifications and Design Criteria including the latest standards specifications and drawings. The design shall also adhere to state and federal design criteria appropriate for the Project, the current version of the Manual on Uniform Traffic Control Devices (MUTCD), the City's Ordinances, and the current version of the Kansas Standard Specifications for State Road and Bridge Construction.

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation at all phases of the design plans. Rights of way descriptions, if necessary, shall be signed and sealed by the licensed land surveyor responsible for the preparation of the rights of way descriptions.

### **Task 1: Project Management and Administration Services**

The following tasks will be performed as part of the project management administration services:

1. Work with team to establish project schedule and internal milestones.
2. Manage project design team for timely delivery of project documents as per schedule above.
3. Complete invoicing and address comments in regards to billing.
4. Coordination meetings with City, Contractor, and subconsultant staff.

### **Task 2: PRELIMINARY ALIGNMENT & DESIGN**

#### **A. Project Coordination, Meetings with City**

1. Project Kickoff Meeting
2. Project Meetings
  - i. Plan development/progress meetings
3. Public Meeting
  - i. Prepare exhibits and handouts for public meetings
  - ii. Attend Public Meeting, gather feedback

#### **B. Survey/Data Collection**

1. Conduct field surveying
  - a. Locate section corners, 1/4 corners & other land corners
  - b. Establish and verify a coordinate base tied to the Kansas State Plane coordinate system.



- c. Locate exist monumentation of property corners and right-of-way along the corridor.
- d. Establish/monument/tie horizontal & vertical control
- e. Mobile lidar scan of corridor.
- f. Collect obscured topographic areas of the corridor and sideroads
- g. Request One-Call locates and survey marked underground utility locations along corridor.
- h. Survey drainage structures
- i. Breakdown scans and & ground surveys into basemap
- j. Site visit to verify survey and basemap information

**C. Preliminary Design**

- 1. Prepare preliminary plan & profile sheets with proposed geometric alignment and configuration.
  - a. Research right-of-way from existing plats, available tax map information and as-built plans.
  - b. Conduct Comprehensive Drainage Study of Project Areap
  - c. Complete preliminary drainage design/ incorporate into sheets and profile.
  - d. Prepare preliminary cross-sections.
  - e. Prepare construction limits and drive profiles
  - f. Create title sheet, typical sections, update plan & profile sheets sections, plan and profiles, limited details, drainage area map.
- 2. Internal Q.A./Q.C. & plan revisions.
- 3. Provide Preliminary Plans to Utility Owners and hold Utility Coordination Meeting.
- 4. Provide Preliminary Plans to City and Meet with city to discuss plan review
- 5. Provide updated summary of quantities and plans to Contractor for GMP pricing. Plans to include sufficient detail in the storm drainage design to determine structure type, length, width, and height along with pipe sizes material.



CES

STREET A - 1,751'

STREET B - 946' (Excludes 3rd St. Circle)

TREKK

Street C + 3rd St. Circle - 1876'

Street A

Street B

Street C

5th Street

Cumberland Drive

6th Street

7th Street

Edgewood Dr

8th Street  
Edgerton Pk

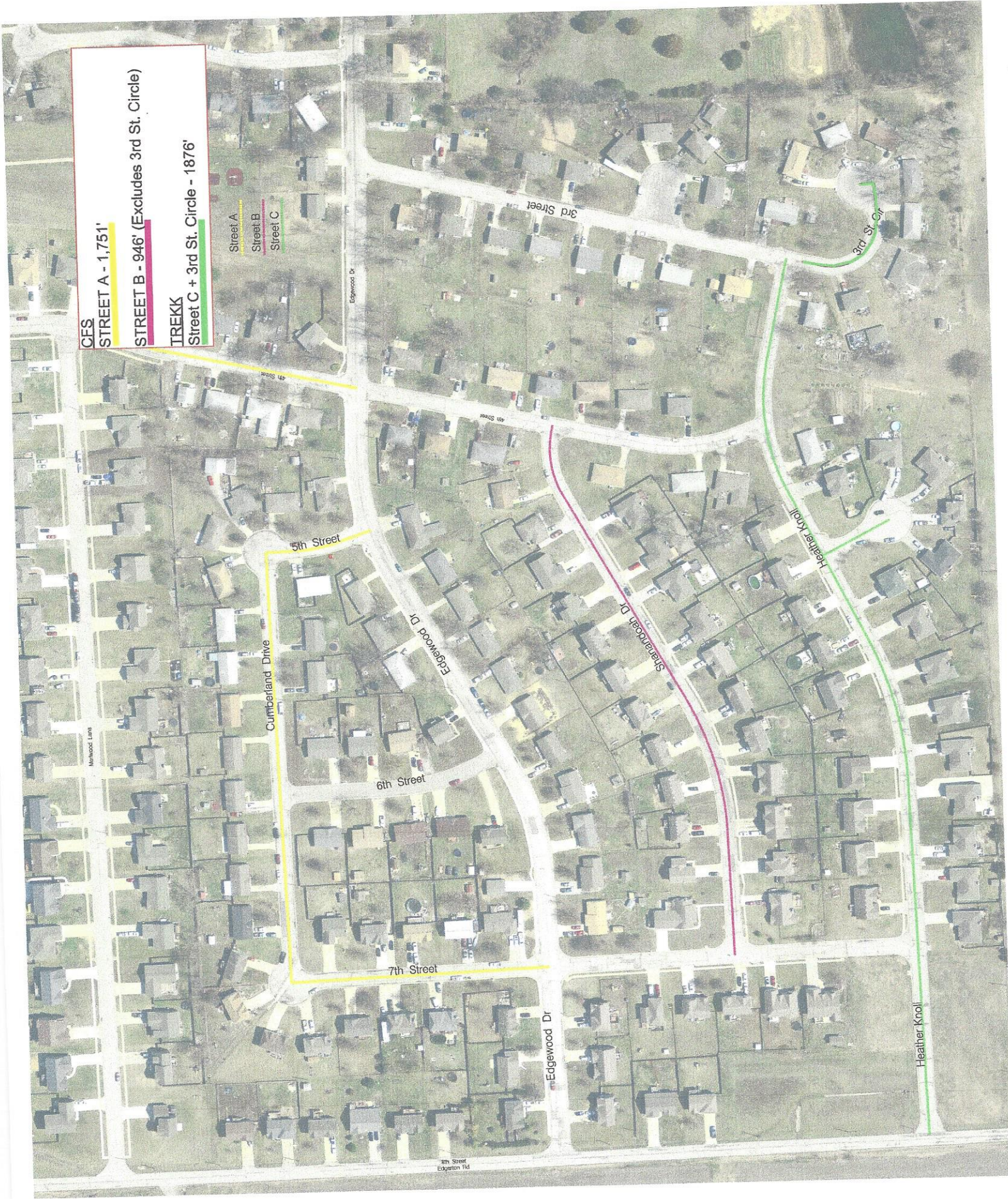
3rd Street

Shamrock Dr

Heather Knoll

3rd St. Circle

Heather Knoll







A D/WBE, SBA 8(A), WOSB Certified  
Civil Engineering Firm

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## City of Edgerton 2019 Street Reconstruction Design/Build TREKK Scope of Services

### **Phase 1 – 30% Preliminary Plans**

#### **Task 1 – Coordination/Administration**

- Project meetings/coordination
- Minor public involvement efforts

#### **Task 2 – Survey**

- Mobile LiDAR data per attached map
- Existing right of way and property information
- Utility locates (storm sewer data)

#### **Task 3 – Utility Coordination**

- Communication with utility owners

#### **Task 4 – Design Plans**

- Roadway and drainage design for Heather Knoll Drive and Circle

#### **Task 5 – Storm Sewer System**

- Clean and CCTV existing pipes per attached map





Scan all colors  
Green-TREKK extraction  
Red-Cook Flat extraction  
Blue-Scan only no extraction  
Red & Green Utility locate

T08

T07

T06

T05

T04

T03

T11

T02

W 7th St

T10

T09

T17

T16

T14

T15

T13



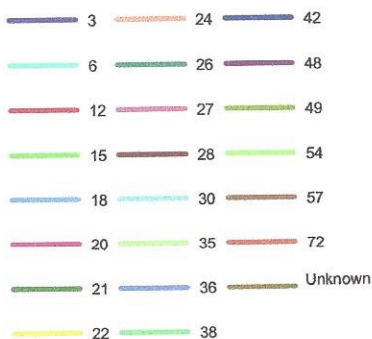


## Design/Build 2019 Street Reconstruction

This information describes a summary of pipe lengths per size of pipe currently installed.

Date: 5/1/2019

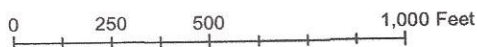
### Storm Pipes By Size



Miles  
Excavating  
INC.

TREKK  
DESIGN/CONSTRUCTION

CFS  
ENGINEERS  
cfe.com



Pipe Size	Length
12	69
15	1858
18	1175
20	122
21	497
24	499
26	55
28	45
30	752
35	111
36	212
38	209
42	508
48	46
49	358
54	60
57	205
72	52
UNK	72
Grand Total	6906





A D/WBE, SBA 8(A), WOSB Certified  
Civil Engineering Firm

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## TREKK Design Group, LLC STANDARD TERMS AND CONDITIONS OF CONTRACT

**1. RIGHT of ENTRY:**

The Client will provide for right of entry for Consultant in order to complete the work. While Consultant will take all reasonable precautions to minimize any damage to the property, it is understood by Client that some damage may occur in the normal course of work, the correction of which is not part of this Agreement.

**2. CONSTRUCTION SITE INSPECTION:**

At construction sites, the presence of Consultant field representatives will be for the purpose of providing inspection of only the work with which Consultant has agreed to be involved. Opinion of Consultant as to the contractor's adherence to plans and specifications will be reported. Our work does not include supervision or direction of the actual work of the contractor, their employees, or agents. The Contractor should also be informed that neither the presence of our field representative, nor the observation by our firm shall excuse him in any way for defects discovered in their work. Our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the Contractor.

**3. INVOICES:**

Consultant will submit invoices to the Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from each invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.

**4. OWNERSHIP of DOCUMENTS:**

All reports, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant as instruments of service shall remain the property of Consultant. Client agrees that all reports and other work furnished to the Client or their agents that are not paid for will be returned upon demand and will not be used by the Client for any purpose whatsoever.

**5. STANDARD of CARE:**

Service performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

**6. LIMITATION of LIABILITY:**

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed the Consultant's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**7. INSURANCE and INDEMNIFICATION:**

Consultant and the consultants employed by it are protected by worker's compensation insurance, and Consultant has such coverage under public liability and property damage insurance policies that Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and hold Client harmless from and against damage, liabilities, or costs to the extent caused by the negligent acts by Consultant, and consultants employed by it. Consultant shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance.



**8. ASSIGNMENT:**

Neither the Client, nor Consultant shall sublet, transfer, or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to sub consultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**9. TERMINATION:**

This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other part to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.

**10. PRECEDENCE:**

These Provisions and Agreement supersede all prior agreements and understandings and may be changed only by written amendment executed by both parties.

**11. REIMBURSABLE EXPENSES:**

Reimbursable Expenses are in addition to the Design Fee and shall be billed to the Client at 1.1 times our direct cost. Reimbursable expenses shall include, but not be limited to, all shipping and mailing costs, courier services, travel, printing, and photographic reproductions.

**12. ATTORNEY'S FEES and EXPENSES:**

The Client agrees to reimburse the Consultant for all attorney or collection agency fees, expenses, and court costs incurred to collect any amount due under this Contract.

**13. ADDITIONAL SERVICES:**

Any work required in addition to that detailed in this Contract will be billed on an hourly basis according to then current rates or a negotiated lump sum fee. Extra work will include, but not limited to: changes in the Scope of Services; changes made in response to program changes; changes due to revision of site/base information provided by others; changes due to error of contractor during construction; and design modifications requested by the client subsequent to prior approval.

**14. HOURLY RATES:**

Hourly rates are as defined in contract agreement.

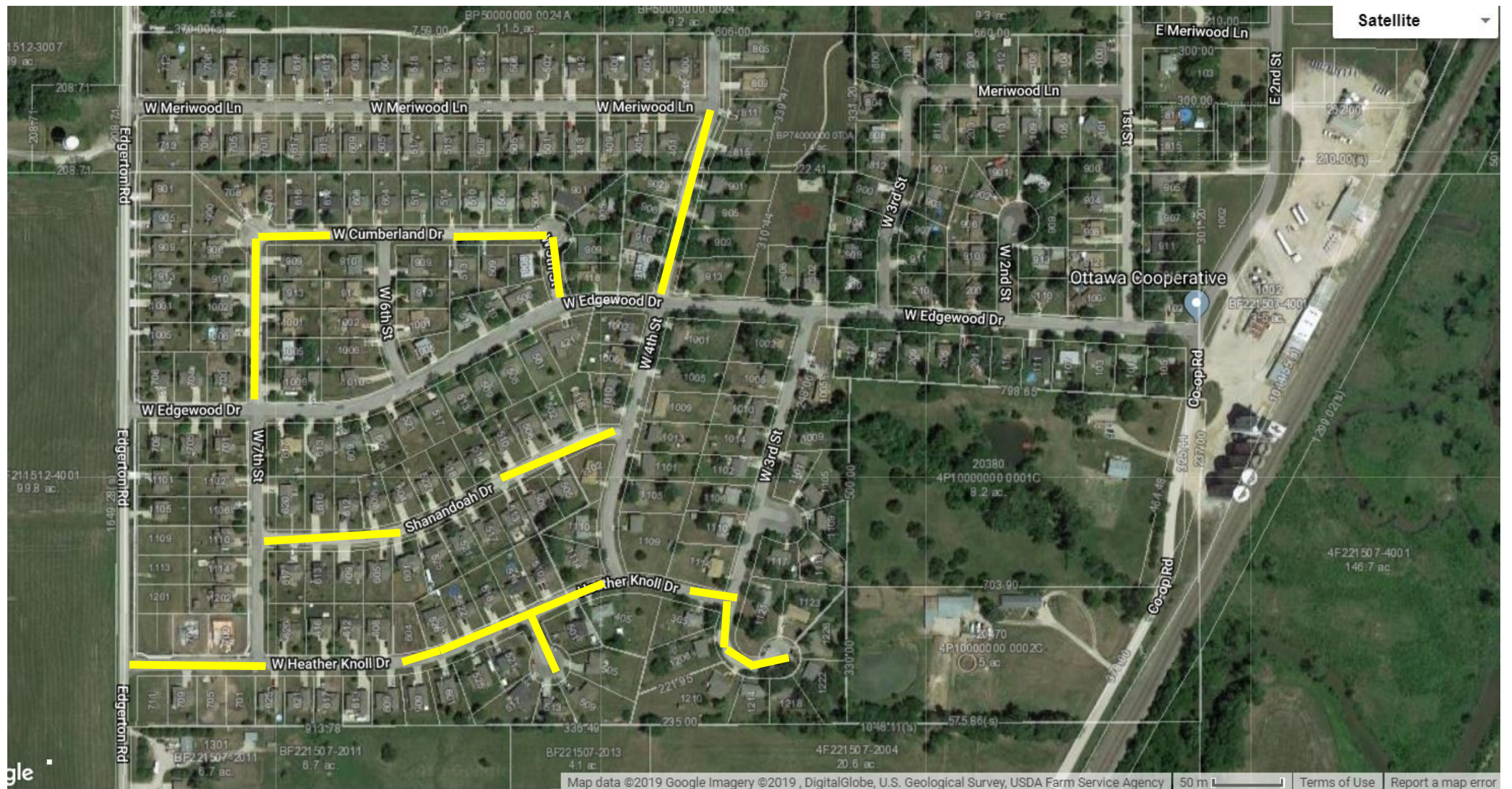
**15. SCHEDULE:**

The Consultant shall perform its services as expeditiously as is consistent with professional skill, care and the orderly progress of the Project, but not subject to any firm schedule or completion date unless expressly outlined in the contract documents. The Client acknowledges that Client-directed changes, unforeseen conditions, and other delays may affect the completion of the Design services. Client waives any and all claims for consequential, incidental, and business interruption damages directly or indirectly related to the timeliness of the commencement, undertaking, and completion of design services. In no event shall the Consultant have control over or responsibility for any Contractor's or vendor's performance schedule.

**16. STANDARD CLEANING AND CCTV PRICING PROVISIONS:**

The pricing proposal does not include expenses for prevailing wages or certified payroll reporting, bypass pumping, or pipe plugging unless specifically stated as such. Any costs associated with repairs or extractions that are required due to existing structural system defects or failures will be completed at the expense of Client. Light traffic control is included in the unit rate and is defined as cones and Utility Work Ahead signs. Additional traffic control required will be billed as a Reimbursable Expense. The contract price is for the estimated footage in the proposal; additional work beyond the scope will be compensated at the project unit price or negotiated by addendum. Pricing is valid for sixty (60) days from the date of the proposal. Pipe diameters will be verified at the upstream and downstream manholes; midsection pipe diameter will not be documented. Pricing is valid based on the City/Owner providing adequate access to the work site, water/hydrant access with a meter, and a dump site and that there are no hazardous materials present.





**2019 Street Reconstruction Project**



## City Council Action Item

**Council Meeting Date:** May 23, 2019

**Department:** Public Works

### Agenda Item: Consider 2019 Annual Street Maintenance Program

**Background/Description of Item:**

Annually, staff presents recommendation to City Council for the City of Edgerton's Annual Street Program. To prepare recommendation for 2019 Street Maintenance Program, staff along with BG Consultants took a comprehensive look at the sections of roadway needing maintenance activities in 2019. Public Works Staff continues to collect distress and other roadway information on an on-going basis to better refine and prioritize the needs of the street maintenance program, improving the benefit to the community throughout this progression.

In preparation for 2019 Annual Street Maintenance, staff prepared the enclosed map summarizes the extensive street maintenance for the last several years. Shown in light blue, the City of Edgerton started the Annual Street Maintenance Program in 2014 with chip and seal. Shown in orange, the City chip sealed 34,000 Square Yards of roadway in 2016. Shown in red, the City of Edgerton overlaid approximately 1.62 miles of roadway in 2017. This applied an overlay to approximately 50% of the residential streets in town. In 2018 the City of Edgerton conducted Mill and Overlay as well as applied Ultrathin Bonded Asphalt Surface shown in Green and the map also shows CARS projects completed recently in cooperation with Johnson County (in gray).

In 2016, the City initiated a street maintenance program with the goal to apply annual maintenance to every section of residential roadway eligible for normal maintenance operations. Failed sections of roadway were not eligible for this type of maintenance and are being addressed through a separate reconstruction project. The proposed 2019 Annual Street Maintenance Program is the final progression towards completing this goal. Staff will prepare and present at a future City Council meeting an Annual Street Maintenance Program for the preservation of the city's street infrastructure as priority moving forward.

Staff recommends the City Council consider Ultrathin Bonded Asphalt Surface (UBAS) and concrete joint sealing for sections of roadway at LPKC for the 2019 Street Maintenance Program. Below are listed the outlined section of roadway eligible for maintenance.

1. UBAS (Ultrathin Bonded Asphalt Surface): \$67,890
  - a. This will be the second application of UBAS for the City of Edgerton. This application of preventative maintenance is used to extend the useful life of a



roadway. This is done by placing a thin, course aggregate hot mix of a special asphalt membrane. This membrane prevents water leakage and provides a superior bond to the existing asphalt. UBAS can be installed quickly and has a longer life span than a basic seal. Public Works Staff will complete all the prior maintenance activities.

Recommendation: E 3<sup>rd</sup> Street: E Morgan St (56 Highway) to E Nelson St; E 4<sup>th</sup> Street: E Morgan St (56 Highway) to E Hulett St.

2. Joint Sealing or Joint Maintenance: \$10,000

- a. This is the first progression of the maintenance activities for concrete roadway at LPKC. The joint sealing and joint maintenance will address any issues with any failing concrete joints. Joint sealing will be conducted on roadways that have previous/existing sealant, as part of this process the program will remove the existing seal, clean the joint and reapply sealant. Joint maintenance will be conducted on roadways that were constructed with out joint sealant, these roadways were jointed/saw cut at 1/8". As part of the joint maintenance procedure these joints will be saw cut at an 1/8" and cleaned with compressed air.

Recommendation: Homestead Lane: 191<sup>st</sup> Street to I35 (Diverging Diamond)

The 2019 Budget includes funding of \$51,469. Staff would recommend allocating additional funds from (1) \$19,869 of unused funds originally budgeted for the 2018 Annual Street Maintenance Program, and (2) \$6,552 from unallocated LPKC Maintenance Fee not previously dedicated to any project. If City Council approves the use of the LPKC Maintenance Fee, the remaining unallocated balance will \$705,548.

### **Recommend Project Expenditures**

UBAS:	\$67,890
LPKC Joint Sealing:	<u>\$10,000</u>
	\$77,890

### **Recommended Funding Sources**

2019 Annual St Main:	\$51,469
2018 Annual ST Main (unused):	\$19,869
LPKC Main Fee (unallocated):	<u>\$ 6,552</u>
	\$77,890

### **Related Ordinance(s) or Statue(s):**

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**Funding Source:** LPKC Maintenance Fee and Gasoline Tax



**Budget Allocated:** \$

**Finance Director Approval:**

**X** Karen E. Kindle

Karen Kindle, Finance Director

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<b>Recommendation: Approve 2019 Annual Street Maintenance Program</b>
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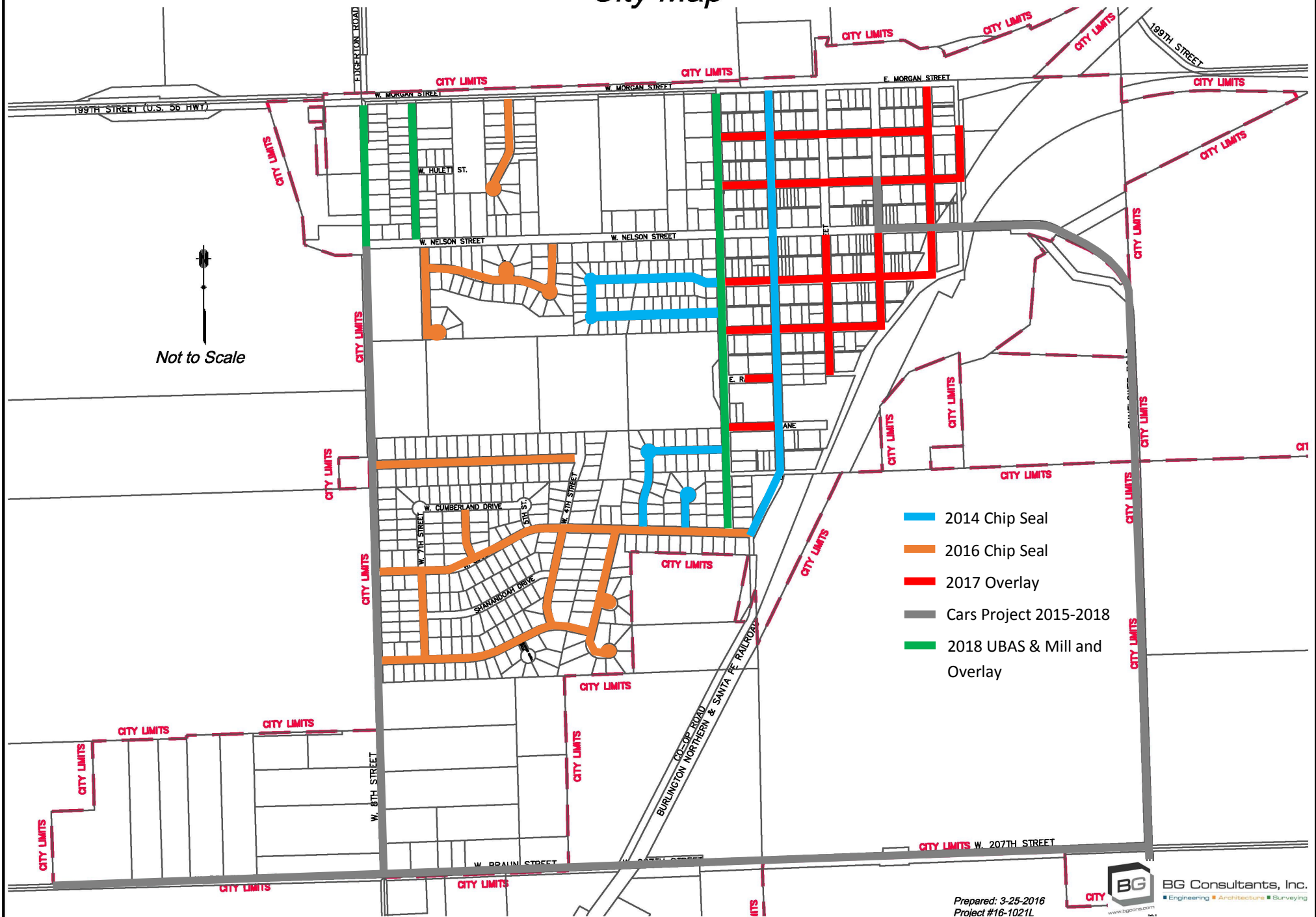
**Enclosed:** Completed Street Program Maintenance Map  
2019 Street Maintenance Map  
McAnany Construction quote.

**Prepared by:** Dan Merkh, Public Works Director  
Trey Whitaker, Public Works Superintendent



# City of Edgerton Kansas City Map

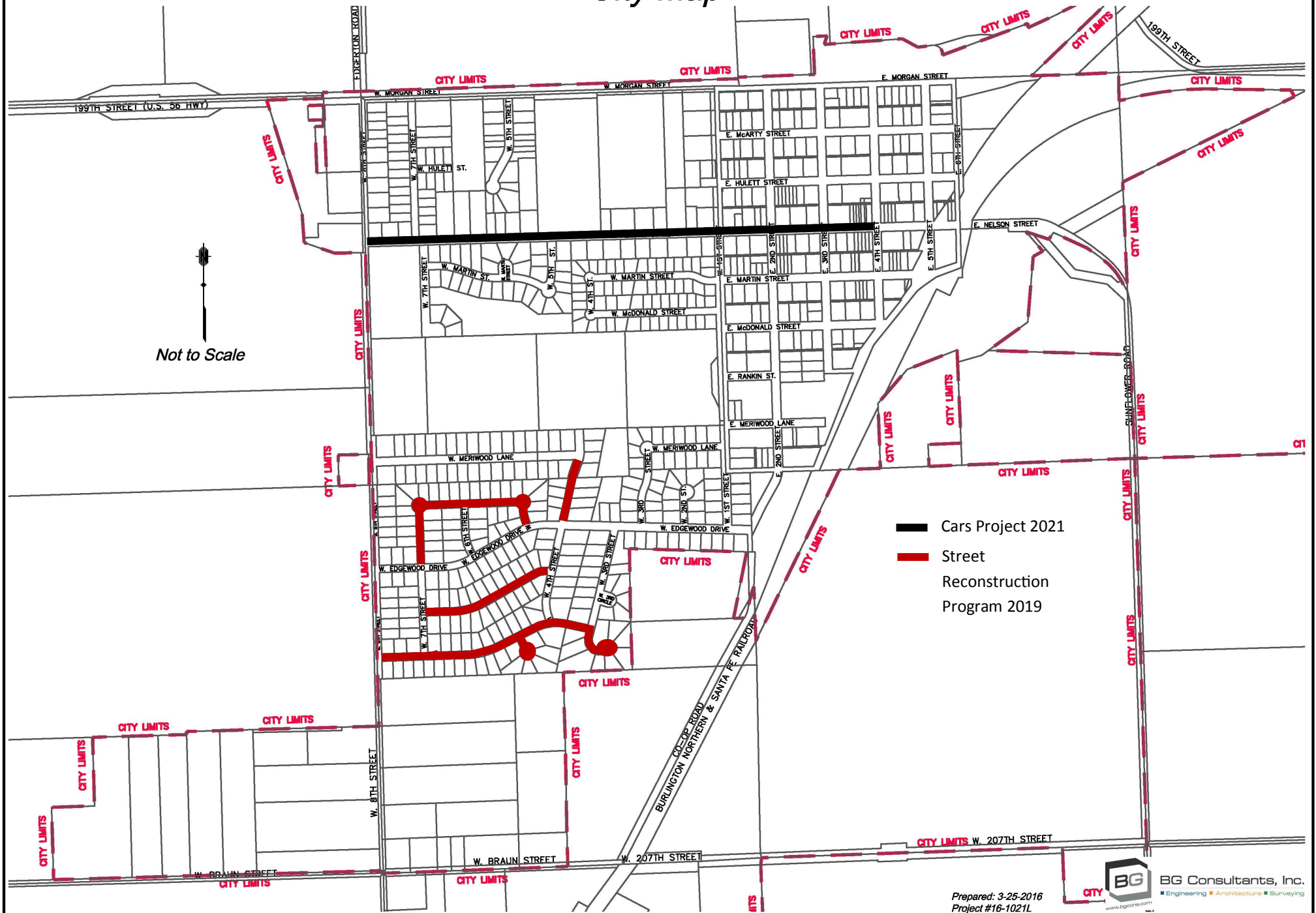
## Completed Street Program





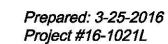
# City of Edgerton Kansas City Map

## Additional Street Project





## Proposed Street Program







To: City of Edgerton

Job Name: 2019 Edgerton Paving Plan

Attn: Trey

Location: Edgerton KS

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	UBAS Macrotexture	9000	SY	\$ 1.90	\$ 17,100.00
2	UBAS Paving	9000	SY	\$ 5.50	\$ 49,500.00
3	Bonding	1	LS	\$ 832.50	\$ 832.50
	<b>TOTAL</b>				<b>\$ 67,432.50</b>

**Notes:** 1 mobilizations included. \$1,500/additional mobilization. Job will be paid by the final unit pricing. Stop bars included in pricing as discussed.

**Exclusions:** staking, engineering, erosion control, signage, rock, flagging, concrete, full depth repairs, thermoplastic, watering, landscaping, fencing

**Indexing:** Asphalt Indexing based on PG 64-22 at \$505/ton

*All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Bid is good for 30 days and then reproposal may be necessary. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance. Thank you for the opportunity to submit this proposal.*

**Authorized Signature:** BPM

**Date of Proposal:** 4/16/2019

**Acceptance of Proposal-** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. All Units are approximate and will be field measured prior to billing and adjusted according. Payments are due monthly within 30 days or our invoice.

**Signature:**

**Date of acceptance:**

[www.mcananyconstruction.com](http://www.mcananyconstruction.com)

15320 Midland Drive, Shawnee, Kansas 66217 ☘ Phone 913.631.5440 Fax 913.631.7043