

**City of Edgerton, Kansas  
Minutes of City Council Regular Session  
April 9, 2015**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on April 9, 2015. The meeting convened at 7:00 p.m. with Mayor Roberts presiding, and City Clerk Janeice L. Rawles recording.

**1. ROLL CALL**

Charlie Troutner	present
Clay Longanecker	present
Frances Cross	present
Jody Brown	present

Cindy Crooks	absent
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With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	Community Development Director Kenny Cook
	City Attorney Patrick Reavey

Consultants in attendance:	Johnson County Sheriff's Department
	Bond Counsel Scott Anderson
	Financial Advisor Jeff White
	City Engineer David Hamby

**2. WELCOME AND PLEDGE OF ALLEGIANCE**

**3. CONSENT AGENDA**

- Agenda approval
- City Council Meeting Minutes March 26, 2015

Motion by Brown, seconded by Cross, to approve the Consent Agenda.

Motion was approved, 4-0.

**4. PUBLIC COMMENTS**

None

**5. DECLARATIONS BY COUNCIL MEMBERS**

None

**6. AGREEMENT BETWEEN JOHNSON COUNTY, KANSAS, AND THE CITY OF EDGERTON, KANSAS, FOR THE PUBLIC IMPROVEMENT OF EDGERTON ROAD AND 207<sup>TH</sup> STREET FROM 199<sup>TH</sup> TO 207<sup>TH</sup> STREET AND ½ MILE WEST OF EDGERTON ROAD TO BNSF RAILROAD WAS CONSIDERED.**

Beth Linn, City Administrator, presented information to the Mayor and council pertaining to Resolution No. 07-10-14A approved on July 10, 2014 regarding the joint overlay project for Edgerton Road and 207<sup>th</sup> Street. This project is a joint project with the 2015 County Assistance Road System (CARS) program. The total cost for the City of Edgerton will be \$42,419.50. Johnson County will pay the same amount as the City of Edgerton and the CARS program would fund the other 50%. Funding for this project was included in the approved 2015 Budget from the Special Highway Fund.

Motion by Cross, seconded by Longanecker, to approve the agreement between Johnson County, Kansas and the City of Edgerton, Kansas for the public improvement of Edgerton Road and 207<sup>th</sup> Street from 199<sup>th</sup> to 207<sup>th</sup> street and ½ mile west of Edgerton Road to BNSF Railroad.

Motion was approved, 4-0.

**7. GUARANTEED MAXIMUM PRICE PROPOSAL FOR WAVERLY ROAD PROJECT WAS CONSIDERED.**

Beth Linn, City Administrator, provided information about Resolution No. 02-12-15A approving an Agreement with the Secretary of the Kansas Department of Transportation and Burlington Northern Santa Fe Railway Company for a Grant for construction of Waverly Road. The City of Edgerton City Council approved a Design-Build Agreement with Clarkson Construction Company to complete the project. The project is now approximately 30% complete which will enable the Contractor to determine a Guaranteed Maximum Price (GMP) for construction and a project progress schedule. The GMP totals \$28,724,625.13; this does not include the contract for preliminary work to develop the CMP or funding for city administrative expenses.

Motion by Longanecker, seconded by Troutner, to approve the Guaranteed Maximum Price Proposal in the amount of \$28,724,625.13, Scope of Work and Project Schedule and authorize the Mayor to execute Exhibit C.

Motion was approved 4-0.

**8. PUBLIC HEARING FOR FIRST AMENDMENT TO MASTER RESOLUTION OF INTENT, RESOLUTION AMENDING A MASTER RESOLUTION OF INTENT WAS CONSIDERED.**

The Mayor opened the Public Hearing at 7:28. There were no public comments and no questions.

The Mayor closed the Public Hearing at 7:30.

**9. RESOLUTION NO. 04-06-15A CONSENTING TO THE AMENDMENT OF A MASTER RESOLUTION OF INTENT EVIDENCING THE CITY'S INTENT TO ISSUE ITS INDUSTRIAL REVENUE BONDS FOR THE LOGISTICS PARK, KANSS CITY PROJECT WAS CONSIDERED.**

Scott Anderson, bond counsel for The City of Edgerton, recommended approving the Resolution to increase the size of the Logistics Park, increase the amount of authorized bonds that may be issued for the Logistics Park to \$1 billion and fix the annual PILOT payment at an amount equal to \$0.21 a square foot. Mr. Anderson explained to the Mayor and council about the issues as stated above.

Motion by Brown, seconded by Longanecker, to approve Resolution No. 04-06-15A consenting to the amendment of a master resolution of intent evidencing the City's intent to issue its industrial revenue bonds for the Logistics Park, Kansas City project.

Motion was approved 4-0.

**10. PUBLIC HEARING FOR RESOLUTION AUTHORIZING FIRST AMENDMENTS TO PERFORMANCE AGREEMENTS WAS CONSIDERED**

Mayor Roberts opened the public hearing at 7:35 pm.

There were no comments and no questions. Patrick Robinson was present for Northpoint Development and requested that Mayor and Council approve the amendments.

Mayor Roberts closed the public hearing at 7:36 pm.

**11. RESOLUTION 04-09-15B AUTHORIZING THE CITY TO EXECUTE AND DELIVER A FIRST AMENDMENT TO PERFORMANCE AGREEMENT FOR THE ELHC I, ELHC IV, ELHC XI AND ELHC XII PROJECTS WAS CONSIDERED**

Scott Anderson, bond counsel for the City of Edgerton, recommended approving the Resolution to authorize the amendments to each of the Performance Agreements to fix the annual PILOT payment at an amount equal to \$0.21 a square foot for the remaining abatement term of each of the projects. There were no questions or comments.

Motion by Brown, seconded by Longanecker, to approve Resolution 04-09-15B authorizing the City to execute and deliver a first amendment to performance agreement for the ELHC I, IV, XI, XII.

Motion was approved, 4-0.

**12. REPORT BY THE CITY ADMINISTRATOR**

The citizen survey has been sent out, if you or someone you know did not get one, please call City Hall and leave your address.

The truck route analysis is with the City Engineer and will be presented at the April 23<sup>rd</sup> meeting.

At the April 23<sup>rd</sup> meeting there will be an update from the Animal Control Officer.

The 2016 Budget Calendar was passed out and discussed.

### **13. REPORT BY THE MAYOR**

The Mayor had no report.

City Attorney Patrick Reavey talked about House Bill 2003, which is dealing with annexation by cities. Mr. Reavey and the Mayor are both watching this bill, however a letter has been drafted and council has a copy. The council decided to proceed with mailing the letter and watching House Bill 2003.

### **14. FUTURE MEETING/EVENT REMINDERS:**

- April 14<sup>th</sup> 7:00 pm – Planning commission Meeting
- April 15<sup>th</sup> Noon – Senior Lunch
- April 23<sup>rd</sup> 7:00 pm City Council Meeting
- April 28<sup>th</sup> Citywide Garage Sale
- May 9<sup>th</sup> Citywide clean up

City Attorney, Patrick Reavey wanted to remind the Mayor on Exhibit C to make sure the Guarantee Maximum Price is filled in on the contract.

Mayor Roberts asked about Certified Election Results. He was informed they should be available next week.

### **15. ADJOURN**

Motion by Brown, seconded by Cross, to adjourn the meeting.

Motion was approved, 4-0.

Meeting adjourned at 8:00 pm.

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Janeice L. Rawles, CMC  
City Clerk

Approved by the Governing Body on \_\_\_\_\_



Relay For Life is the signature event of the American Cancer Society. Support your community in this team event, filled with exercise, entertainment, and inspiration.

## Sponsorship Opportunities

Celebrate. Remember. Fight Back.®

# Relay For Life of Santa Fe Trail

Friday, July 10– Saturday, July 11

6:00 p.m. to 6:00 a.m.

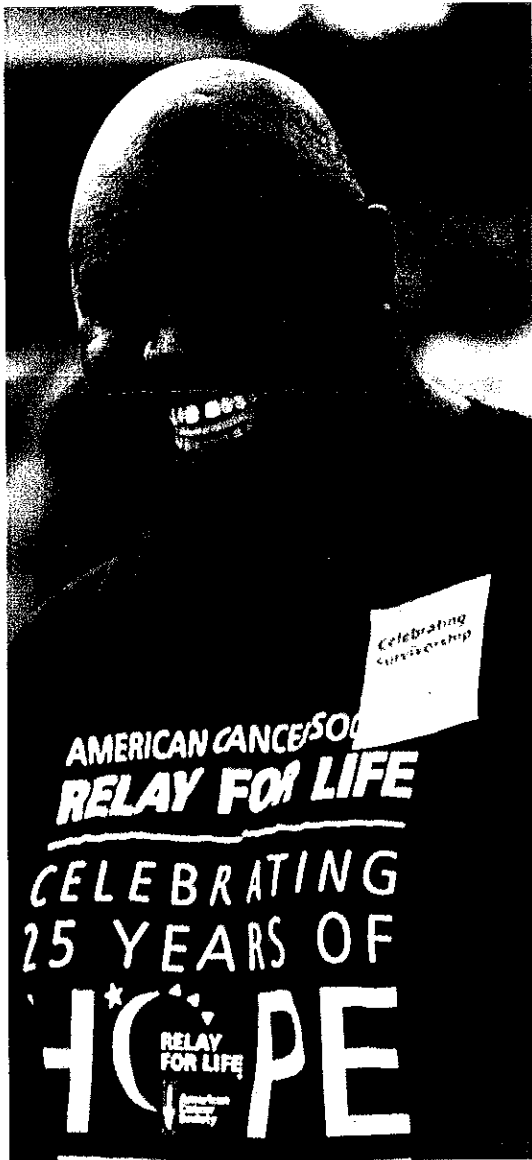
[RelayForLife.org/SantaFeTrailKS](http://RelayForLife.org/SantaFeTrailKS)



# AMERICAN CANCER SOCIETY **RELAY FOR LIFE**

Relay For Life offers local communities a way to **celebrate** cancer survivorship, **remember** loved ones lost, and **fight back** against a disease that takes so much from so many."

-Anonymous



## What is Relay?

Relay For Life is the American Cancer Society's signature activity. It is a fun and unique way for people to raise money for the battle against cancer, helping to raise money for the battle against cancer, helping to save lives and create more birthdays right in their own communities! Teams set up campsites and take turns walking laps during the event. Relays are the perfect combination of exercise, entertainment, and inspiration.

## Why Relay?

- to honor the cancer survivors in our midst
- to remember those who have lost their battle
- to be inspired by friends, new and old
- to connect with our communities
- to support those facing the disease
- to do our part in the fight against cancer

For more information,  
visit **RelayForLife.org**  
or call **1.800.227.2345**

# Relay Sponsorship Opportunities

## More Birthdays Sponsor

**\$1,000**

- Corporate logo displayed on the back of all Relay participant T-shirts \*
- Corporate logo prominently displayed on promotional materials, including event Web site
- Opportunity to hang company banner at the event
- Recognition at Opening Ceremony during the event
- Sponsor certificate presented to company at Opening Ceremony of event
- Company name on 4 track signs provided by the American Cancer Society
- Opportunity to include promotional materials in goodie bags and / or giveaways at the event
- Team registration fee waived for one team (up to 15 participants) or 5 complimentary Relay For Life T-shirts

## Fight Back Sponsor

**\$500**

- Corporate logo displayed on the back of all Relay participant T-shirts \*
- Corporate logo prominently displayed on promotional materials including event Web site
- Opportunity to hang company banner at the event
- Recognition at Opening Ceremony of the event
- Sponsor certificate presented to company
- Company name on 2 track signs provided by the American Cancer Society
- Team registration fee waived for one team (up to 15 participants) or 3 complimentary Relay For Life T-shirts

## Celebrate Sponsor

**\$250**

- Corporate name typeset on the back of all Relay participant T-shirts
- Opportunity to hang company banner at the event
- Recognition at Opening Ceremony of the event
- Recognition in Relay For Life program distributed at event
- Company name on track sign provided by the American Cancer Society

## Remember Sponsor

**\$100**

- Recognition at Opening Ceremony of the event
- Recognition in Relay For Life program distributed at the event
- Company name on track sign provided by the American Cancer Society

## In-kind Sponsor

- In-kind donations include items such as food and drinks, gift items or gift certificates, and other services needed by the Relay
- Recognition for donation will corresponds with monetary donation from above

*\* Please email logos to Kala at [kala.glass@cancer.org](mailto:kala.glass@cancer.org) no later May 30, 2015. Logos will be printed in all black ink on participant shirts. Preferred formats include JPG, PDF, and EPS. If you have any questions, please contact Kala at 816.218.7277*

# How Your Support Helps the American Cancer Society and Your Community

We **save lives** and create more birthdays by helping you stay well, helping you get well, by finding cures, and by fighting back.



## Stay Well

Now more than ever, we know that nearly half of all cancer deaths can be prevented through healthier lifestyle choices. Your dollars help us educate the public about risk factors and how to prevent cancer through a variety of awareness and education campaigns and programs such as:

- Information Services: 1.800.227.2345 and cancer.org
- Tobacco and cancer
  - » Advocacy and legislative efforts to pass clean indoor air laws
  - » Smoking cessation

## Get Well

When diagnosed with cancer, the most empowering tool that may be used to fight back and provide a patient with home is information. In fact, information about treatment options is the most requested need from the Society through our website and National Cancer Information Center at 1.800.227.2345.

The American Cancer Society has a proud history of being the place to turn for cancer patients, caregivers, and families seeking support during a time of need. Some of the Society's specific community-based support programs include:

- Reach to Recovery®
- Cancer Survivors Network
- Road to Recovery®
- Hope Lodge®
- Youth Camps
- Information services: 1.800.227.2345 and cancer.org



Cancer Resource Network (CRN) is a multi-layered approach to assist cancer patients with the navigation of their cancer journey, including information about treatment options. In addition, our comprehensive resource database offers referrals to services not only

provided by the ACS but other organizations within the community.

## Find Cures

The American Cancer Society is the largest source of private, nonprofit cancer research funds in the United States. The Society awards approximately \$130 million in new research grants annually through its disciplined peer review process—a process so successful that 46 ACS grantees have gone on to achieve science's highest honor, the Nobel Prize. In total, more than \$3.5 billion has been invested in research since 1946. In the High Plains Division, more than \$50 million in grants are funded annually at research facilities such as The University of Kansas Center for Research, University of Kansas, University of Kansas Medical Center, University of Kansas Medical Center Research Institute, Saint Louis University, Stowers Institute for Medical Research, University of Missouri, Columbia, Washington University, St. Louis, University of Nebraska, Lincoln, University of Oklahoma Health Sciences Center, Baylor College of Medicine, Baylor Research Institute, Texas A&M University, Texas Tech University Health Science Center, University of Houston, University of Texas Health Science Center, Houston, University of Texas Health Science Center, San Antonio, University of Texas M.D. Anderson Cancer Center, University of Texas Medical Branch, Galveston, University of Texas southwestern Medical Center, Dallas, University of Texas, Austin.

## Fight Back

The American Cancer Society seeks to raise funds in a variety of ways every year in support of its lifesaving mission. While there are many fundraisers held each year, two of the most recognizable special events are Relay For Life® and Making Strides Against Breast Cancer®. As a community-based organization, the Society has a presence in approximately 5,000 communities nationwide—communities just like yours. Our presence is evidenced by numerous volunteer driven fundraising events which also serves as a means of mission delivery and helping a community access the organizations many offerings.





## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Resolution No. 04-23-15A Adopting the Johnson County Multi-Hazard Mitigation Plan for the City of Edgerton, Kansas

**Department:** Administration

**Background/Description of Item:** In 2000, the United States Congress passed the Disaster Mitigation Act of 2000 which provides the legal basis for Federal Emergency Management Agency (FEMA) mitigation planning requirements for State, local and Indian Tribal governments as a condition of mitigation grant assistance.

The City participated in the Johnson County Mitigation 20/20 in the early 2000's and approved Resolution No. 7-15-2005 which accepted and approved a designated portion of the Johnson County Local Mitigation Plan. This action was further updated by the approval of Resolution No. 1-14-10D on January 14, 2010.

Over the course of 2013, Johnson County worked with local partners, Wyandotte County, Leavenworth County, and Kansas Division of Emergency Management to develop the Region L Multi-Jurisdictional Hazard Mitigation Plan. The regional mitigation plan was approved by FEMA and adopted by the Johnson County Board of County Commissioners on April 24th, 2014 under Resolution No. 025-14. Local communities are encouraged to approve their respective plan to minimize the human and economic impacts of future disasters.

Resolution No. 04-23-15A has been reviewed and approved by City Attorney. If approved, the resolution will adopt the Johnson County Mitigation Plan. If approved, a copy will be distributed to Kansas Emergency Management and FEMA Region VII.

Enclosures: Draft Resolution No. 04-23-15A

**Related Ordinance(s) or Statute(s):** N/A

**Recommendation:** Approve Resolution No. 04-23-15A Adopting the Johnson County Multi-Hazard Mitigation Plan for the City of Edgerton

**Funding Source:** N/A

Prepared by: Beth Linn, City Administrator  
Date: April 20, 2015

## **RESOLUTION NO. 04-23-15A**

### **A RESOLUTION ADOPTING THE "REGION L MULTI-HAZARD MITIGATION PLAN" FOR THE CITY OF EDGERTON, KANSAS**

**WHEREAS**, the City of Edgerton, Kansas recognizes the threat that natural hazards pose to people and property within our community; and

**WHEREAS**, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

**WHEREAS**, the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards;

**WHEREAS**, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

**WHEREAS**, an adopted Multi-Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

**WHEREAS**, the City of Edgerton, Kansas fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

**WHEREAS**, the Kansas Division of Emergency Management and the Federal Emergency Management Agency Region VII officials have reviewed the "Region L Multi-Hazard Mitigation Plan," and approved it contingent upon this official adoption by the participating governing body; and

**WHEREAS**, the City of Edgerton, Kansas desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Region L Multi-Hazard Mitigation Plan; and

**WHEREAS**, adoption by the governing body for the City of Edgerton, Kansas demonstrates the jurisdiction's commitment to fulfilling the mitigation goals and objectives outlined in this Multi-Hazard Mitigation Plan.

**WHEREAS**, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS AS FOLLOWS:** That the City of Edgerton, Kansas, adopts the "Region L-Hazard Mitigation Plan" as an official plan; and

**BE IT FURTHER RESOLVED**, the City of Edgerton will submit this Adoption Resolution to the Kansas Division of Emergency Management and Federal Emergency Management Agency Region VII officials to enable the plan's final approval.

**ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE  
CITY OF EDGERTON, KANSAS ON THE 23<sup>rd</sup> DAY OF APRIL, 2015.**

**CITY OF EDGERTON, KANSAS**

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

**ATTEST:**

\_\_\_\_\_  
Janeice L. Rawles, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Patrick G. Reavey, City Attorney

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Agreement between Lawrence Humane Society, And the City Of Edgerton, Kansas, For Animal Services

**Department:** Community Development

**Background/Description of Item:** The City of Edgerton currently works with the Lawrence Humane Society (LHS) for non-redeemed animals. Animals that have no identification whether with a tag or microchip, are kept for a minimum of 72 hours starting the following day after pick up. If after this waiting period there are no claims for the animal, the City arranges a transfer to LHS.

A transfer relinquishes ownership and any rights to the animal to LHS. LHS will then vaccinate and spay/neuter as needed as well as microchip each animal before being put up for adoption. Currently without an agreement with LHS wait periods to schedule a transfer can be several days up to a week or more. With an agreement in place the City would get priority for transfer appointments which would allow much shorter wait periods before transferring animals. The attached agreement allows the City to have priority with regards to scheduling transfers in addition to allowing the City to be billed once monthly for any transfer fees. This agreement does not have any additional cost.

The agreement has been reviewed and approved by City Attorney.

Enclosure: Agreement between the City of Edgerton and Lawrence Humane Society

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

**Recommendation:** Approve Agreement between the City of Edgerton and Lawrence Humane Society for Animal Transfer Services.

**Funding Source:** General – Community Development – Animal Control

Prepared by: Charlie Lydon, Animal Control/Code Enforcement Officer  
Date: April 16, 2015



March 24, 2015

City of Edgerton  
404 E Nelson Street  
Edgerton, KS 66021

To Whom It May Concern:

Please sign and return a copy in the envelope provided.

We would like to thank you for your continued commitment to animal welfare. We adopt out over 3,000 animals to Lawrence and the surrounding communities each year and it is our privilege to help serve the animals in your community.

Sincerely,

Jaron Asher  
Director of Operations  
jasher@LawrenceHumane.org



# AGREEMENT for ANIMAL SERVICES

This Agreement is entered into between the City of Edgerton and the Lawrence Humane Society, Inc., (the "Society") for the housing of animals.

## I. SCOPE

- A. The City of Edgerton periodically needs to take collected animals to the Society for shelter or disposition after having impounded them for at least three (3) days, not counting the day of arrival.
- B. The Society agrees to receive dogs from the City of Edgerton, provided that the animals have been held for a minimum of three (3) consecutive 24-hour periods. The Society will only take cats from the City of Edgerton as space allows with the same stipulation of (3) consecutive 24-hour periods. The City of Edgerton is required to call The Society Admission office to arrange a date/time for drop off.
- C. The scope of this agreement does not cover instances where animals may be brought to the Society by citizens of Edgerton, KS. If a citizen of Edgerton calls to turn in a stray the Society will refer them to the City of Edgerton.

## II. TERM and RATE

- A. This Agreement will remain in effect until terminated by the Society or the City of Edgerton.
- B. The rate shall be forty dollars (\$40.00) per animal. The Society shall provide the City of Edgerton with an invoice on a quarterly basis. The City of Edgerton shall remit payment within thirty (30) days of receipt of the invoice.
- C. If the Society wishes to propose a rate higher than forty dollars (\$40.00), such proposal shall be in writing and forwarded to the City of Edgerton at least thirty (30) days prior to its proposed effective date.



### III. CONDITIONS

- A. The Society will take permanent possession of any animal that is legally the property of the City of Edgerton for the purpose of adoption, transfer, or humane euthanasia. The Society will own the animal(s) after the City of Edgerton representative signs the admission contract.
- B. The Society will not accept aggressive, ill, or severely injured animals and has the right to refuse any animal brought to the Society by the City of Edgerton.
- C. The Society will not hold dogs or cats for bite quarantine, nor will it hold dogs that are the subject of dangerous or vicious dog cases or cruelty/neglect cases in the City of Edgerton court system.
- D. The agreement does not address, nor does it have any bearing on, owner-relinquished animals brought to the shelter by their owners without having to go through the three (3) day waiting period. The owners of such animals are responsible for any fees incurred.

### IV. TERMINATION

- A. Either party may terminate this agreement at any time upon giving a minimum of ninety (90) day written notice to the other party.

IN WITNESS HEREOF the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Printed Name of the City of Edgerton Representative

\_\_\_\_\_  
Signature of the City of Edgerton Representative

\_\_\_\_\_  
Printed Name of Lawrence Humane Society Representative

\_\_\_\_\_  
Signature of Lawrence Humane Society Representative

Lawrence Humane Society 1805 E. 19th St. Lawrence, KS 66046  
(785) 843-6835-Phone (785) 843-6554-Fax  
[www.LawrenceHumane.org](http://www.LawrenceHumane.org)

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Vehicle & Equipment Replacement Policy for the City of Edgerton

**Department:** Administration

**Background/Description of Item:** In 2010, the Governing Body adopted the current Vehicle and Equipment Replacement Policy as part of the City's Financial Policies. Staff utilized the current Vehicle and Equipment Replacement Policy during the 2015 budget preparation and to make equipment purchases. Staff is recommending a few updates to the policy to ensure the policy covers all aspects of managing the City's vehicles and equipment. The revised Vehicle and Equipment Replacement Policy is attached.

Updates to the policy include:

- Formatting throughout the policy was updated for ease of reading and to match other policies updated in the last couple of years.
- Details about the Vehicle & Equipment Replacement Schedule have been summarized in one paragraph.
- The Purchasing and Acquisition section has been updated with language that states purchases will be made in compliance with the City's Purchasing Policy. The previous document repeated information contained in the Purchasing Policy. Incorporating the reference to the Purchasing Policy vs repeating the information contained in the Purchasing Policy provides one place where purchasing requirements are outlined.
- The Purchasing and Acquisition section also now contains the requirement to present information about used vehicles/equipment available in the Kansas City metropolitan area along with cooperative purchasing information when seeking approval to purchase vehicles/equipment.
- The Disposition of Vehicles and Equipment section is a new section. This section contains guidelines for the disposal of vehicles/equipment. The current policy does not address disposal of vehicles/equipment.
- The table that contains information about the useful life of various vehicles and equipment has been moved to an appendix. In addition, it was updated to include additional types of vehicles/equipment that the City owns.

Enclosure: Draft Vehicle and Equipment Replacement Policy

**Related Ordinance(s) or Statute(s):** Resolution No. 06-10-10C

**Recommendation:** Approve the Vehicle and Equipment Replacement Policy and rescind the current Vehicle and Equipment Replacement Policy (Resolution 06-10-10C).

**Funding Source:** n/a

Prepared by: Karen Kindle, Accountant  
Date: April 16, 2015



**City of Edgerton**  
**Vehicle and Equipment Replacement Policy**

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**1. Policy Objective**

The objective of the Vehicle and Equipment Replacement Policy is to provide effective guidelines for administering and accounting for the City's vehicle and equipment replacement; to act as a framework for decisions related to long-range vehicle replacement; and to act as a budgeting guide for the Governing Body and staff.

**2. Vehicle and Equipment Replacement Schedule**

Annually, as part of the budget process, the City Administrator and the Department Heads shall update the inventory schedule of all City vehicles and equipment. The schedule should include detailed information about the equipment, its condition, estimated replacement year, estimated replacement cost and how the vehicle or equipment should be allocated among general City operations, water operations and sewer operations. The schedule shall be the basis of budget discussions and decisions regarding vehicle and equipment replacement. The schedule shall be presented to the Governing Body along with other budget information.

**3. Replacement Considerations**

The Schedule of Estimated Useful Lives in Appendix A should be used as a guide for replacing vehicles and equipment. In addition to the estimated useful life, the items listed below should also be considered when determining if a vehicle or piece of equipment should be replaced.

- Maintenance and repair costs
- Performance
- Resale value
- Dependability
- Major mechanical failures
- Technological changes
- Fuel consumption
- Physical appearance
- Safety issues
- Obsolescence

**4. Purchasing and Acquisition**

Purchases of vehicles and equipment shall be made in accordance with the City's Purchasing Policy, City Code and other applicable ordinances, resolutions and state law.

Purchases of vehicles and equipment should first attempt to utilize existing cooperative purchasing partnerships as outlined in the City's Purchasing Policy. When purchasing vehicles under cooperative purchasing partnerships, City staff should also research comparable used vehicles/equipment available in the Kansas City metropolitan area. Information on comparable used vehicles/equipment should be presented along with cooperative purchase information when seeking approval from the Governing Body.

**5. Financing**

As part of the annual budget process, the City Administrator shall submit to the Governing Body a recommendation for the financing of all proposed vehicles and equipment that are planned for that budget year.

The following financing methods may be considered by the City Administrator for all vehicles and equipment.

**City of Edgerton**  
**Vehicle and Equipment Replacement Policy**

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- A. Pay as You Go Financing (PAYG): Utilizes current year revenues or reserves. This is the preferred method of financing vehicles and equipment.
- B. General Obligation Bonds: General obligation bonds will not be issued for vehicles or equipment where the acquisition cost is less than \$250,000. The City will structure the general obligation bond debt for vehicles and equipment to mature over 10 – 15 years or the useful life of the vehicle or equipment, whichever is less with at least 60% of the debt service amortization in the first 10 years of the issue.
- C. Lease and Lease Purchase: Lease obligations and other long-term agreements may be used as a flexible, financial alternative for acquiring vehicles and equipment. The City will plan issuance of lease obligations and other long-term financing agreements according to the following guidelines.
  - a. The City Administrator, or designee, will determine and document the justification for each proposed lease transaction. The justification should include an explanation for not recommending PAYG financing or general obligation debt financing. An analysis of various financing strategies should be performed to allow for the lowest possible cost to the City.
  - b. Each transaction will include lease payments and a cash flow statement over the life of the transaction.
  - c. The scheduled maturity shall not exceed the anticipated useful life of the item, and in no case shall exceed 20 years.

**6. Maintenance and Repair**

The Department Heads will be responsible for all maintenance necessary for the continued operation for the City's vehicles and equipment. The Department Heads shall be responsible for determining what specific types of maintenance will be done in-house and what types will be sent to a mechanic. In making this determination, the following factors should be considered:

- A. Cost of in-house maintenance
- B. Time needed to completed maintenance task
- C. Knowledge of Department with specific maintenance task
- D. Experience of Department with specific maintenance task
- E. Ability to attain necessary parts in a timely manner.

If maintenance is determined to be sent to a mechanic, the Department Head, or designee, shall be responsible for complying with the City's Purchasing Policy. The Department Head, or designee, shall maintain documentation of all maintenance and repairs for vehicles and equipment.

**7. Disposition of Vehicles and Equipment**

When it is determined that a vehicle or equipment should be replaced, the City should dispose of the replaced item using the method that will produce the greatest amount of value for the City. The acceptable disposal methods are listed below. The City Council will approve assets for disposal and the disposal method. Vehicles and equipment will not be sold to employees of the City.

- A. Trade-in – the vehicle or equipment is traded in on the new vehicle or equipment and the price of the new vehicle or equipment is reduced.
- B. Sold at Auction - The City should use a reputable auction service, including on-line auction services. The City should receive a detailed accounting of the sale price for each item sold.
- C. Scrap – The vehicle or equipment is sold for scrap metal or it is kept on hand for parts.
- D. Destroyed – The vehicle or equipment was destroyed.

Money received from the sale of vehicles and equipment shall be deposited into the Equipment Reserve Funds for general City operations, water operations and sewer operations. The sale

**City of Edgerton**  
**Vehicle and Equipment Replacement Policy**

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proceeds should be allocated among the three funds according to the allocation percentages for each item as listed on the Vehicle and Equipment Replacement Schedule

**8. Insurance**

The City shall maintain at least the minimum state required insurance coverage on all vehicles and equipment. When new vehicles or equipment are purchased, the City Clerk shall notify the City's insurance agent to add the vehicle or equipment to the City's policy. When vehicles or equipment are sold/traded in/scrapped/destroyed, the Department Head shall notify the City Clerk who will notify the City's insurance agent that the items should be removed from the City's policy.

**9. Responsibility for Enforcement**

The City Administrator has overall responsibility for enforcement of this policy.

**10. Effective Date**

This policy shall take effect and be in force from and after its passage and approval.

**City of Edgerton**  
**Vehicle and Equipment Replacement Policy**

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**Appendix A**  
**Useful Life of Vehicles and Equipment**

Item Type	Useful Life in Years	Mileage/Number of Hours
Non-Truck Vehicle	10	100,000 miles
Pickup Trucks (1 ton or less)	10	100,000 miles
Heavy Trucks (greater than 1 ton	10	100,000 miles
Mowers	n/a	1,500 hours
Dump Trucks	10	70,000 miles
Back Hoe	13	5,000 – 6,000 hours
Uni-Loader	13	4,000 – 5,000 hours
Bucket Truck	10	
Sewer Jetter	15	4,000 hours
Street Sweeper	10	5,000 – 6,000 hours
Snow Blade	10	
Utility Trailer	10	
Salt Spreader	10	
Road Grader	13	
Roller	13	
Crack Seal Machine	13	
Storm Siren	10	
Radio	10	
Water Meter	10	

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Purchase of an Outdoor Warning Signal

**Department:** Public Safety

**Background/Description of Item:** Johnson County's outdoor warning system consists of 184 sirens placed strategically throughout the county as an early warning device to alert citizens of potential danger. The City of Edgerton currently has two (2) of these devices within the corporate boundaries.

While the outdoor warning system is an effective method of notifying those outdoors, it is only one component of a comprehensive emergency warning system. Designed as an outdoor warning system, the sirens should not be relied upon to provide sufficient warning indoors or in noisy areas. Air-conditioning, thunder, wind, rain, and other conditions can cause the sirens not to be heard indoors. Sirens are also subject to lightning strikes and other equipment malfunction. Furthermore, sirens provide no information on the type of threat or exact location of potential danger. For this reason, if you hear the sirens, you should seek shelter immediately as the threat may be in your immediate area.

Due to the significant number of annexations into the City, staff requested Blue Valley Public Safety evaluate the City's Outdoor Siren locations and map proposed locations. The additional of Logistics Park Kansas City, including the increasing number of warehouses occupied or under construction, Blue Valley Public Safety recommended the need for our first additional warning siren.

Attached is a map of the City's current coverage and a map of proposed coverage. The proposed coverage has changed slightly from its original map with the placement of this proposed siren to be placed on city owned land at the Homestead Lane Lift Station.

The 2015 Vehicle and Equipment schedule included \$25,000 for the purchase of an additional outdoor siren in anticipation of the recommendation from Blue Valley Public Safety. The following bid is a part of the MARC cooperative purchasing pool with a low bid at \$21,665.34. Additionally, this purchase meets the Purchasing Policy criteria for Sole Source Purchase due to the unique characteristic that Blue Valley supplies equipment and sirens to every community within Johnson County to maintain consistent equipment that is compatible with each other and can be remotely activated when needed.

Enclosure:                      Equipment Request with corresponding bid information  
                                        Fund Summary for Equipment Reserve  
                                        Map of Current City Coverage  
                                        Map of Proposed Coverage and Placement

**Recommendation:** Approve purchase of an Outdoor Warning Siren (Electro Mechanical Rotating Siren and Equipment) through the Mid America Regional Council's Bid List from Blue Valley Public Safety in the amount of \$21,665.34

**Funding Source:** General Equipment Reserve Fund

Prepared by: Michael Mabrey, Utility Superintendent  
Date: April 15, 2015

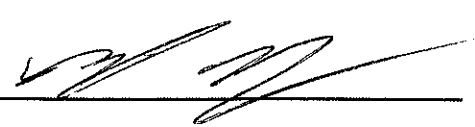
# VEHICLE & EQUIPMENT

 Date 4-1-15 Funding Source: 18-00-4411 Funding Approved ☒ Kramer

Describe need for vehicle or equipment: The following outdoor warning siren is first one on a plan to cover newly annexed property with-in the City of Edgerton. The siren is a Public Safety tool to help notify persons that may be outdoors during an emergency situation where currently there are no sirens. The quote has been sole sourced as every JoCo community uses the same company to maintain consistent equipment and ability to remotely sound the sirens when needed. This siren alone does not cover all recently annexed properties.

Please input information for preferred vehicle/equipment and attach bid documentation.

REQUESTED VEH/EQUIP	BID NUMBER	NEW/ USED	NAME / DESCRIPTION	COST	TRADE IN	ACTUAL
		New	Outdoor Warning Siren/equipment pole and electricity. (See Attached)	\$	\$	\$21,665.34
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$

 Requested by: Mike Mabrey 

 Date: 4-1-15

City Administrator Approval (\$15,000): \_\_\_\_\_

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

City Council Approval (&gt; \$15,000): \_\_\_\_\_

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

**Contact Name:** Mike Mabrey  
**Customer:** City of Edgerton  
**Address:** PO Box 255  
**City:** Edgerton  
**State:** KS  
**Zip:** 66021

**Phone:** 913-893-6801

**Cell:** \*

**Fax:** \*

**Email:** mmabrey@edgertonks.org

**Notes:** Delivery schedule cannot be established until radio information is supplied, if applicable.

**Quotation No.: FWS**  
**316150836**  
**Please reference quote**  
**no. on your order**  
**Date Quoted:** 3/16/15

Item No.	Qty.	Model/Part No.	Description	Weight	Total Weight	Unit Price	Total
<b>Siren Equipment</b>							
1	1	2001-130	Electro-mechanical rotating siren, 130 db(C) 800Hz	450	450	\$ 7,480.00	\$ 7,480.00
2	1	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	235	235	\$ 6,178.65	\$ 6,178.65
3	1	OMNI-4	ANTENNA, 152-156MHZ VHF	25	25	\$ 341.70	\$ 341.70
4	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	20	20	\$ 114.75	\$ 114.75
<b>Total Equipment</b>							<b>\$ 14,115.10</b>

<b>Shipping</b>							
1	1	ES-FREIGHT	Shipping Fees	LBS	730		\$ 664.24

<b>Services</b>							
1	1	TK-I-2001DC-Z2	2001 DC Only Std Install, 4 Std Batteries, Site Optimization, 50' Class 2 Wood Pole, Zone 2			\$ 5,886.00	\$ 5,886.00
<b>Total Services</b>							<b>\$ 5,886.00</b>

**Total of Project** \$ **20,665.34**

<b>Options</b>							
1	1	BV-Traffic	Traffic Control, if required	-		\$ 250.00	\$ 250.00
2	1	BV-Power	Cost associated with electrical inspections / permits, if required	-		\$ 750.00	\$ 750.00

**Total (Including all options)** \$ **21,665.34**

**Terms / Conditions**

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

**Adverse Site Conditions**, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

**Power Clause:** Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

**Traffic Control Clause:** Traffic control, if required, will be an additional \$250.00 per site.

**Permit Clause:** Any special permits, licenses or fees will be additional.

**FCC Licensing Clause:** The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

**Classified Location Clause:** No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

**Sales Tax:** Sales Tax will be additional unless an Exemption Certificate is provided.

**Proposed By:** Dee A. Wieduwilt  
**Company:** Blue Valley Public Safety Inc.  
**Address:** P.O. Box 363 - 509 James Rollo Dr.  
**City, State, Zip:** Grain Valley, MO 64029  
**Country:** USA  
**Work Phone:** 1-800-288-5120  
**Fax:** 816-847-7513  
**Approved By:** Brian Cates  
**Title:** General Manager

**Delivery:** 10-12 weeks  
**Freight Terms:** FOB University Park  
**Terms:** Equipment, Net 30 Days upon receipt  
Services, Net 30 Days as completed,  
billed monthly. Net 30 will not be held  
for installations.

*Brian Cates*

Signature

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

Signature:

Date:

Title:

**Purchase Order MUST be made out to:**

Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484

**Purchase Order MUST be e-mailed, mailed or faxed to:**

Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513

[dee@bvpsonline.com](mailto:dee@bvpsonline.com)

Quotation No.: FWS  
316150836

**SALES AGREEMENT**

(1) **Agreement.** This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) **Termination.** This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) **Price/Shipping/Payment.** Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

(4) **Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) **Taxes.** Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) **Delivery.** Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) **Returns.** Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

(8) **Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

(9) **Limited Warranty.** FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(10) **Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. **IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.**

(11) **PATENTS.** FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

(12) **Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

(13) **Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

(14) **Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.



(15) **Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.

(16) **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

(17) **Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

(18) **Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.

(19) **Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

(20) **AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.

(21) **Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.

(22) **Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.

(23) **Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminates. Buyer must inform FSC when known or suspected soil contaminates exist at any intended installation site.

(24) **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

(25) **Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

(26) **Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

(27) **Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

(28) **Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

(29) **Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.

2645 Federal Signal Drive  
University Park, Illinois 60466-3195  
708-534-3400  
federalsignalpublicsafety.com

# 2001-130 Siren

## Features

- **130 dB(C) output**
- **Directional, rotating siren for maximum coverage**
- **Three distinct warning signals**
- **Full battery operation or battery back-up**
- **Maintenance-free sealed bearing motors**
- **Weather-resistant coating**
- **Ideal for outdoor warning**
- **5-year limited warranty**



The Federal Signal 2001-130 public siren is a high power, rotating, uni-directional outdoor warning siren that offers an anechoic certified signal strength of 130 dB(C) +/- 1 dB(C) at 100-ft. The high-decibel output provides maximum coverage with minimum installation cost. Radio activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The 2001-130 siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless ethernet, satellite/cellular or landline.

Ideally suited to provide warning for hazardous weather conditions, fires, floods, chemical spills and other types of emergencies, the 2001-130 siren is a perfect choice to protect any community.

# 2001-130 Siren

## Specifications

### Power Requirements\*

Siren Motor	48V (DC or full wave rectified AC) 110A (nom.)
Rotator Motor	48V (DC or full wave rectified AC) 1A (nom.)

### Wiring

Siren Motor	2 AWG
Rotator Motor	12 AWG

### Motor Type

Siren	Series wound DC 6 Hp
Rotator	Permanent magnet DC 1/8 Hp

### Signal Information

Signal	Frequency Range	Sweep Rate
Steady	790 Hz	N.A.
Wail	470-790 Hz	10 sec.
Fast Wail	600-790 Hz	3.5 sec.
Signal Duration	3min. std. (programmable)	
Signal Output (SPL)	130 dB(C) +/- 1 dB(C) at 100' (30.5 m) 6400 feet Effective Range at 70dBC	
Rotation	3 RPM	

### Dimensions

Height x Width x Depth	55" x 37" x 41" 140cm x 94cm x 10cm
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### Weight

Shipping Weight	450 lbs. (205 kg)
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### Environmental

Operating Temperature	-30°C to +60°C**
-----------------------	------------------

\* Power requirements refer to the power supplied by the batteries or optional AC operation through 2001TRB.

\*\* The siren can operate throughout this temperature range provided that battery temperature is maintained at 18° C or higher.

### Ordering Information\*

Siren Motor	Rotating electro-mechanical Siren 130 dB(C) +/- 1dB(C), 48VDC, pole mount included
2001AC <sup>1</sup>	AC operated motor control, 208 or 220/240VAC (specify voltage) NEMA 3R control cabinet, two 48VDC contactors and transformer/rectifier, 182 lbs. 53 kg
2001DC <sup>1,2</sup>	120VAC motor control, NEMA 4 control cabinet, four chargers, two 48VDC contactors and NEMA 3R battery cabinet. 224 lbs. 102 kg

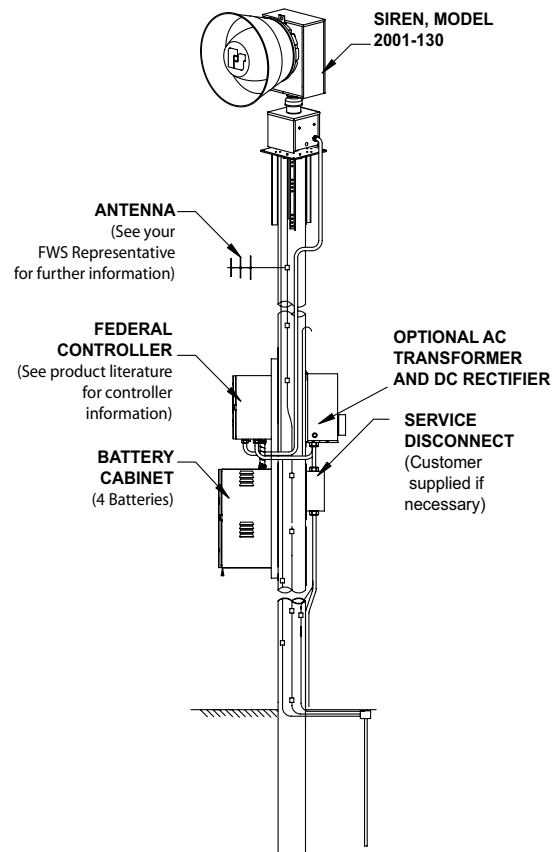
### Landline Option

2001HR	Rotator holding relay for use with external timer
--------	---

\* 2001-130 Siren requires a Federal Controller such as FC or DFCB (See controller product literature)

<sup>1</sup> For use with Electro-mechanical sirens. Antenna and cable are not included with any radio activation control and must be purchased separately. (See your sales representative)

<sup>2</sup> Batteries not included.



**FEDERAL SIGNAL**  
Safety and Security Systems

*Advancing security and well being.*

# DCFCTBD DC Two-Way Digital Controller

## Features

- **Two-way siren controller for 48VDC sirens**
- **Two-way radio control and status monitoring**
- **AFSK two-way signaling format**
- **Simultaneous single-tone, two-tone sequential, and DTMF, EAS, and POCSAG decoding.**
- **Push buttons for local activation**
- **UL Listed for general signaling**



The Federal Signal DCFCTBD is a two-way digital, battery-operated status monitoring siren controller for use with the Federal Signal 2001-130 siren and Eclipse siren series. The controller interfaces with an off-the-shelf two-way radio transceiver and communicates to the base control via AFSK signaling. In addition to AFSK, the controllers will simultaneously decode any combination of single-tone, two-tone sequential, DTMF, POCSAG and EAS formats for activation. This makes the two-way controller compatible with virtually any existing siren control system.

All DCFCTBD models come equipped with four independent relay outputs that can be programmed to activate with various codes. There are four landline inputs and four local push buttons for activation, plus reset. Activation codes, relay timing, and optional warning sounds are programmed into the unit through a standard RS232 serial port or over-the-air from the central control point.

The DCFCTBD offers six user programmable functions in addition to the five pre-set functions: arm, disarm, report, growl test and master reset. The controller includes the necessary sensors and wiring to supply information on the following areas of operation: AC power status, communications status, low battery status, intrusion, siren activation, current intrusion, siren rotation and local activation.

# DCFCTBD DC Two-Way Digital Controller

## Specifications

### Electrical

AC supply voltage	120 VAC @ 4.0 Amps
Current Draw	+/- 10%, 50/60 Hz, maximum standby current
Power Supply	6A @ 13.3VDC
Battery Backup	48VDC
Current Draw	< .2 Amps in standby

### Serial Ports

Serial Port Protocol	RS232C 1200, N, 8, 1
----------------------	----------------------

### Transceiver

Programmable Frequency	Power Out and Private Line options. For further details consult the Motorola® product Manual.
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### Signaling Format

AFSK	1200 baud, MSK (Minimum Shift Key) modem type Useable decode sensitivity: 12dB SINAD (min.)
DTMF	3-12 standard DTMF characters

### Two-Tone Sequential

Frequency Range	282 Hz - 3000 Hz (non-CTCSS) 400 Hz - 3000 Hz (CTCSS)
Tone Timing	.5 sec - .25 sec min., 8 sec max
Intertone Gap	400ms (maximum)
Tone Accuracy	+/- 1.5%
Tone Spacing	5.0% preferred, 3% min.

### Single Tone

Frequency Range	282 Hz - 3000 Hz
Tone Timing	0.5 sec. - 8 sec maximum
Tone Accuracy	+/- 1.5%
Tone Spacing	5.0% preferred, 3% min.
EAS	Supports standard EAS codes and wildcards
POCSAG	Supports binary AFSK 512 Baud numeric messages.

### Relay Outputs

4 relay outputs	SPST
Contact Rating	(4 relays standard) 5A @ 28VDC – 5A @ 240VAC

### Audio Output

Output Voltage	>2V Peak to Peak
Maximum Load	8 Ohms
Total Harmonic Distortion	<10% @ 1kHz Sinewave

### Environmental

Operating Temperature	-30°C to 65°C
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### Controller Dimensions (with battery cabinet)

HxWxD	62.5" x 23.5" x 16.94" 1588mm x 597mm x 430mm NEMA 4X Rated
-------	--

### Battery Cabinet Dimensions

HxWxD	18" x 28" x 15.19" 457mm x 711mm x 386mm Vented NEMA 4X Rated
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### Shipping Weight

Approx. Shipping Weight	300 lbs. (136.36 kg)
Actual Weight	234 lbs. (106.3 kg)

### 2001TR: AC Primary Operation

Operating Voltage	208/220/240 VAC single phase
Current Requirements	30 Amps (approx.)
Dimensions	23"x11"x10" (584mm x 279mm x 254mm)
Product Weight	150 lbs. (68.2 kg)

### Order information

DCFCTBD <sup>1,2</sup>	Two-way Federal Controller
DCFCTBDH <sup>1,2</sup>	Two-way Federal Controller, high band 136-174 MHz
DCFCTBDU <sup>1,2</sup>	Two-way Federal Controller, UHF band 403-470 MHz
DCFCTBD-IP <sup>1,3</sup>	IP-enabled two-way electro-mechanical controller

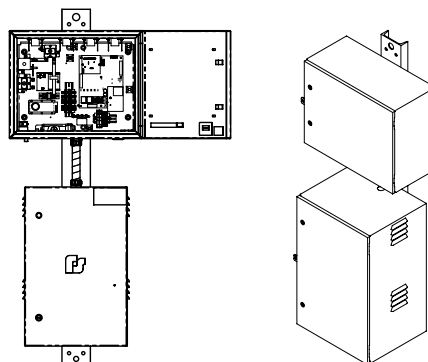
### Options

FSPWARE	Federal Programming Software (Non-Digital Applications)
SFCDDWARE	Federal Commander Digital Software (See literature for details)
Q-DC-IP <sup>1,3</sup>	Retrofit kit to upgrade existing controller to IP
ES-PROG-DTMF	Two-Way DTMF Programming

<sup>1</sup> For use with 2001-130 and Eclipse siren series.

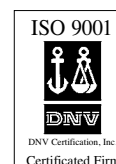
<sup>2</sup> Antenna and cable are not included with radio activation control and must be ordered separately.

<sup>3</sup> Broadband radio and Codespear software sold separately.



**FEDERAL SIGNAL**  
Safety and Security Systems

*Advancing security and well being.*



City of Edgerton  
Vehicle & Equipment Replacement  
Fund Summary  
As of 4-9-2015

**Fund 13 - General Equipment Reserve Fund**

	2014	2015	2016	2017	2018	2019	2020
Beginning Balance, Jan 1	\$ 73,970	\$ 205,374	\$ 95,163	\$ 45,463	\$ (23,433)	\$ (23,693)	\$ 1,047
Transfers in from Other Funds	242,250	79,250	79,250	79,250	79,250	79,250	79,250
Vehicle/Equipment Purchases	(110,846)	(189,461)	(128,950)	(148,146)	(79,510)	(54,510)	(16,000)
Ending Balance, 12/31	\$ 205,374	\$ 95,163	\$ 45,463	\$ (23,433)	\$ (23,693)	\$ 1,047	\$ 64,297

**Fund 27 - Water Equipment Reserve Fund**

	2014	2015	2016	2017	2018	2019	2020
Beginning Balance, Jan 1	\$ 148,970	\$ 140,596	\$ 72,596	\$ 9,566	\$ 1,184	\$ 1,184	\$ 1,184
Transfers in from Other Funds	-	-	-	-	-	-	-
Vehicle/Equipment Purchases	(8,374)	(68,000)	(63,030)	(8,382)	-	-	-
Ending Balance, 12/31	\$ 140,596	\$ 72,596	\$ 9,566	\$ 1,184	\$ 1,184	\$ 1,184	\$ 1,184

**Fund 37 - Sewer Equipment Reserve Fund**

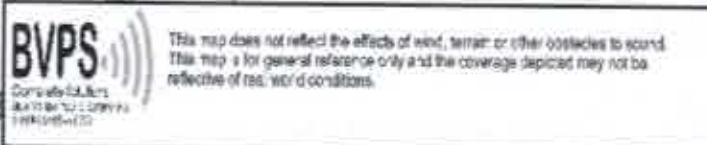
	2014	2015	2016	2017	2018	2019	2020
Beginning Balance, Jan 1	\$ 73,970	\$ 42,336	\$ 34,336	\$ (13,694)	\$ (22,076)	\$ (22,076)	\$ (72,076)
Transfers in from Other Funds	-	-	-	-	-	-	-
Vehicle/Equipment Purchases	(31,634)	(8,000)	(48,030)	(8,382)	-	(50,000)	-
Ending Balance, 12/31	\$ 42,336	\$ 34,336	\$ (13,694)	\$ (22,076)	\$ (22,076)	\$ (72,076)	\$ (72,076)

**Notes:**

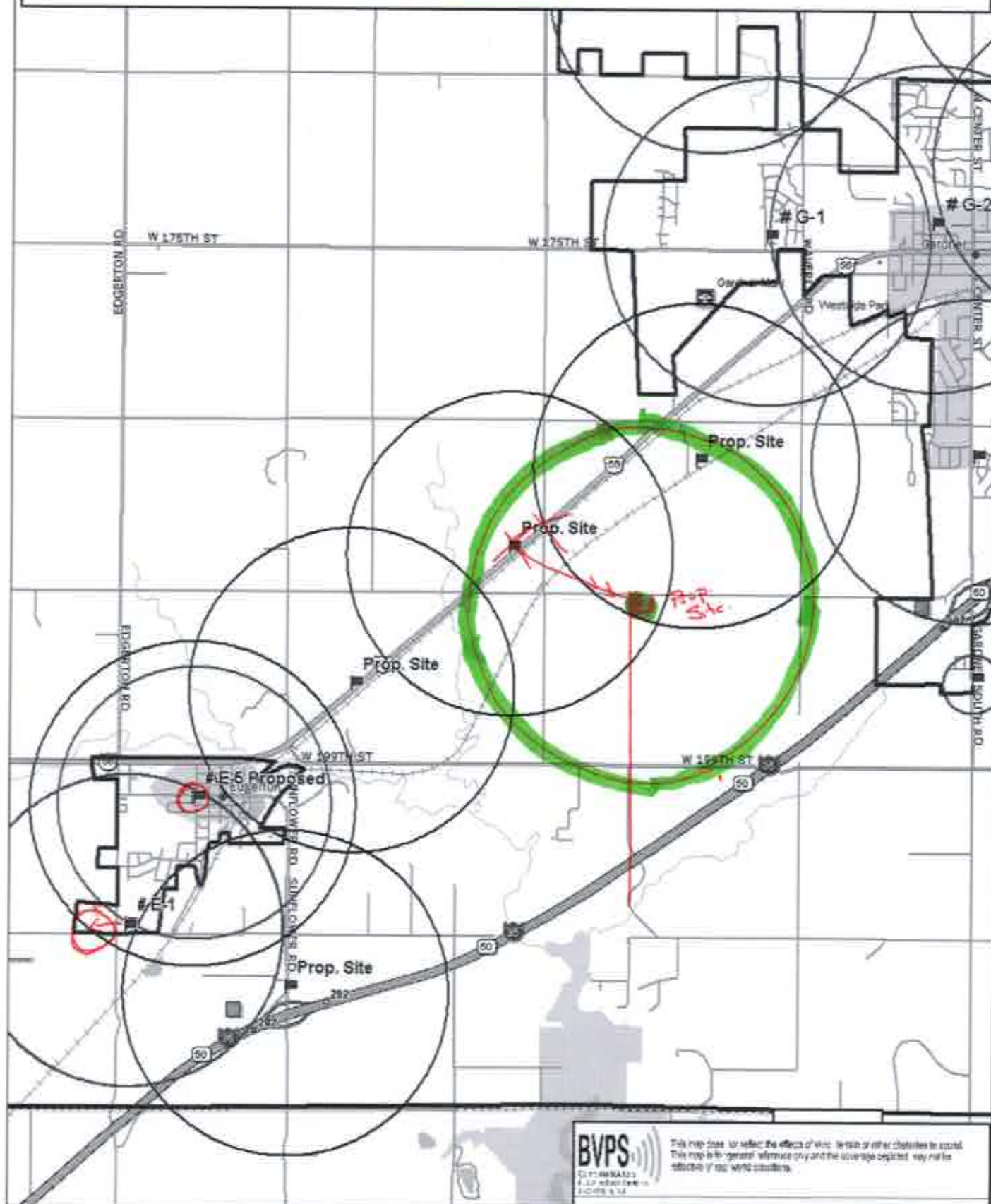
The 2014 column reflects actual amounts for 2014. The Transfers In From Other Funds in 2015 is what is included in the 2015 Budget. The Transfers in From Other Funds for years beyond 2015 are left the same as what is included in the 2015 Budget. Any items scheduled for 2014 that were not purchased have been moved to 2015.



## Current Siren



Data Zoom 13-6

Edgerton, KS **Proposed** Siren Coverage 6-11**BVPS**

This map does not reflect the effects of wind, terrain or other obstacles to sound.  
This map is for general reference only and the coverage depicted may not be  
reflective of real world conditions.

© 2010 DeLorme  
A.S.P. edition 10  
10/07/10 9:14

Data use subject to license.

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www.delorme.com



MN (2.6° E)



Data Zoom 12-0



## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Purchase of a Vibratory Roller

**Department:** Public Works

**Background/Description of Item:** In 2010, the Edgerton City Council adopted a Vehicle and Equipment Replacement Policy. The stated purpose of the policy is to provide effective guidelines for administering and accounting for the City's vehicle and equipment replacement; to provide a framework for decisions relating to replacement; and to act as a budgeting guide for the Governing Body and staff.

The 2015 Vehicle and Equipment Replacement Schedule identified the Rosco Sta Pac III roller for replacement. Public Works staff confirmed the roller does need to be replaced. Staff recommends the Rosco Sta Pac III roller to be replaced primarily due to its age (1990) and because it is not a vibratory roller. Additionally, Rosco parts are no longer manufactured and are not widely available.

Purchase of a vibratory roller will assist the Public Works department significantly in performing road work consistent with the City's five-year street maintenance plan.

Consistent with the City's Purchasing Policy, staff obtained three written bids for replacement of the Rosco Sta Pac III roller. The purchase of a used roller as well as trading in the Rosco roller was evaluated as part of the review. The 2015 Vehicle and Equipment Schedule allocated \$29,000 for purchase of a roller. This estimate was based on pricing of a new roller. After further research, staff would recommend the purchase of a 2014/15 Dynapac CC90G DD vibratory roller from Victor L. Phillips at a purchase price of \$16,530. This price includes a \$1000 trade-in value for the City's roller. This purchase is a savings of \$12,470 to the General Equipment and Street Reserve Fund.

Enclosure:      Equipment Request for Vibratory Roller with corresponding bid information  
Fund Summary for Equipment Reserve Fund

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

**Recommendation:** Approve the purchase of a 2014/15 Dynapac CC90G DD vibratory roller and to trade-in the City's 1990 Rosco Sta Pac III roller from Victor L. Phillips for a total amount not to exceed \$16,530 (includes a \$1000 credit for trade-in).

**Funding Source:** General Equipment Reserve Fund

Prepared by: Kenneth B. Oshel, Interim Public Works Superintendent  
Date: April 14, 2015

## EQUIPMENT REQUEST:

**CITY OF EDGERTON, KS**

404 East Nelson Street

Date: 3/11/15

Edgerton, KS 66021

Telephone: 913-893-6231

Funding Source:

*Equipment Reserve Fund*

Fax: 913-893-6232

*100% General**13-00 - 4411 "Equipment"*

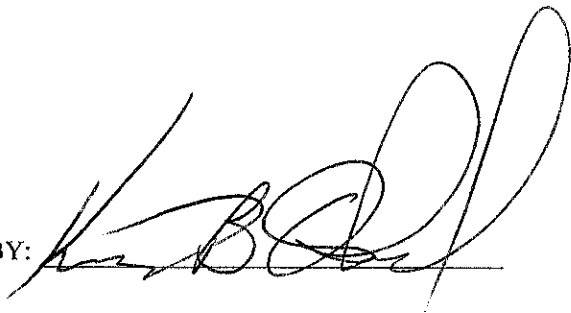
**Re: Replacing 1990 1ton Rosco sta pac3. Not heavy enough to get good compaction. Having starting problems needs carburetor rebuild, linkage issues for forward and reverse. No vibrotory drum needs this for good smooth roll. Needs new drive chain kinked. This roller is a better fit to roll sod. New roller should last 10yrs.plus**

*Per. 5yr. Equipment Replacement Plan*

*Staff REV.*

QUANTITY	CAT NUMBER	DESCRIPTION	UNIT COST	
1	VICTOR L. PHILLIPS	2014/15 DYNAPAC CC90G DD ROLLER 18HP HONDA GS Trade in for Rosco	\$17,530.00 \$1,000.00 \$16,530.00	
1	CASE	2014/15 WACKER RD12A ROLLER USED RENTAL WACKER RD12A 25HRS.	\$17,395.00 \$16,075.00	
1	CAT	CATERPILLAR CB14B UTILITY COMPACTORS	\$32,420.00	
1	VICTOR L. PHILLIPS	2014 CC800 DD ROLLERS 24HP KUBOTA DIESEL	\$28,920.00	

BY:



DATE

\$	-
\$	-

COUNCIL  
APPROVAL:

APPROVED BY:



The *Victor L. Phillips* Co.

CONSTRUCTION EQUIPMENT

4100 Gardner Avenue  
Kansas City, MO 64120  
PHONE: (816) 241-9290  
FAX: (816) 241-1738

March 9, 2015

City of Edgerton  
Attn: Mr. Kenny Oshel

Re: Dynapac CC900G Double Drum Roller Proposal

Dear Kenny,

Per our conversation last week I'm pleased to quote the following unit for your consideration:

**1 – New 2014/15 Dynapac CC900G DD Roller, Operating Wt. of 2,900 lbs. spec'd as follows:**

- Foldable ROPS
- 18HP Honda Gasoline Engine
- 50 Gallon Water Tank
- 35" Wide Drums
- Dual Drum Propulsion
- Sliding Operator Seat
- All Other Standard Features

**Sales Price.....\$17,530.00**

Price is good through March 31, 2015. Above price does not include any and all applicable sales taxes.

If you have any questions let me know. I appreciate this opportunity and look forward to hearing back from you soon.

Thank you,

Rob Maggard  
Sales Representative  
816-585-2909 Cell  
816-241-9290 Office  
rmaggard@vlpc.com

## Ken Oshel

---

**From:** Ed Goldsmith [ed@colemanequip.com]  
**Sent:** Monday, February 23, 2015 8:23 AM  
**To:** Ken Oshel  
**Subject:** Roller

Kenny, a New Wacker RD12A One Ton Roller would run \$17,392.00.....I have one in rental that has 25 hrs. on it for \$16,075.00. Let me know what you think.

Thanks,  
Ed Goldsmith  
Coleman Equipment



Quote 135742-01

March 5, 2015

CITY OF EDGERTON

Attention:Kenny Olschel

Kenny,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR Model: CB14B Utility Compactors

**STOCK NUMBER:**NGN1093    **SERIAL NUMBER:**047300760    **YEAR:**2015

We wish to thank you for the opportunity of quoting on your equipment needs. This quote is contingent upon Customer's acceptance of Foley's standard terms and conditions. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. Sincerely,

Scott McCaskill  
Regional Sales Representative

**CATERPILLAR Model: CB14B Utility Compactors****STANDARD EQUIPMENT**

**POWERTRAIN**-Kohler KDW1003 3 cylinder diesel engine-Drum drive motors in series-16.38 kw/22.5 hp-Muffler-Hydrostatic transmission-Hydraulic oil, standard-Service and parking brakes

**ELECTRICAL**-Engine start switch with auto preheat-Maintenance free 48 AH battery, 650 CCA-Warning horn-Beacon ready-40 amp alternator-Battery disconnect switch-12-volt electrical system

**OPERATOR ENVIRONMENT**-Gauge: Hourmeter-Lockable instrument panel vandalism-Operator warning system indicators:-guard--Parking brake engaged-Manual control lever--High engine coolant temperature-Seat with:--Low electrical system voltage--Fore and aft adjustment--Low fuel level--Retractable seat belt - 51 mm (2 inch)--Air filter restriction-Platform handrails and guardrails--Engine preheat-Steering wheel spinner--Vibration on-12-volt power point

**DRUMS**-Tow smooth drums:-Pressurized drum watering system with--900mm/35.4 inch wide x 560 mm/22 inch-100L/26.4 gal tank - 8 flow setting-diameter-2 retractable, spring-loaded self--1000mm/39 inch wide x 560 mm/22 inch-adjusting scrapers per drum-diameter-Water spray, pressurized

**OTHER STANDARD EQUIPMENT**-Locking engine enclosure-Quick connect hydraulic pressure ports-Sight gauge for hydraulic tank level-O-ring face seal couplings-23 L (6.1 gal) fuel capacity-Tow hook-2 transport tie-down and 4 lift points-Auxiliary battery positive terminal

**MACHINE SPECIFICATIONS**

<b>Description</b>	<b>Reference No</b>
CB14B UTILITY COMPACTOR DCA-1	396-1699
CB14B UTILITY COMPACTOR 2015	389-3800
ROPS, FOLDABLE	392-9217
PACK, DOMESTIC TRUCK	0P-0210
FREIGHT, INLAND	0P-4597
LIFTING BAR	395-1818
SEAT, SUSPENSION SAFETY SWITCH	392-9183
DRUM, SMOOTH, 900MM/35.4 INCH	394-6173
ALARM BACK UP	392-9219
CAP, FUEL	393-9300
LIGHTS, WORKING	392-9177
INSTRUCTIONS, NORTH AMERICAN	395-1848

Sell Price	\$32,402.98
<b>After Tax Balance</b>	<b>\$32,402.98</b>

**F.O.B/TERMS**

Olathe, KS

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature



## Ken Oshel

---

**From:** Robert Maggard [rmaggard@vlpco.com]  
**Sent:** Monday, May 19, 2014 3:51 PM  
**To:** Ken Oshel  
**Subject:** FW: Dynapac Asphalt Roller Pricing  
**Attachments:** Dynapac CC800.pdf; Dynapac CC900G DD Roller.pdf; Dynapac CC900.pdf

Hi Kenny,  
Per your request I'm forwarding you the quote I sent you last month. If questions let me know.  
Thank you,


### **ROB MAGGARD**

Sales Representative  
The Victor L. Phillips Company  
4100 Gardner Avenue  
Kansas City, Mo. 64120  
816-241-9290 Office  
816-241-1738 Fax  
816-585-2909 Cell  
[rmaggard@vlpco.com](mailto:rmaggard@vlpco.com)  
[www.vlpco.com](http://www.vlpco.com)

**From:** Robert Maggard  
**Sent:** Monday, April 14, 2014 6:15 PM  
**To:** Kenny Oshel ([koshel@edgertonks.org](mailto:koshel@edgertonks.org))  
**Subject:** Dynapac Asphalt Roller Pricing

Hi Kenny,

Per our conversation this morning see the following specs/pricing for several Dynapac double drum rollers. If you need something a little more "formal" than an email let me know.

 **New Dynapac CC800 Double Drum Roller, 31" Wide Drums, Kubota Diesel Tier 4 Final 24 HP Engine, Weight of 3,500 lbs., Water Control, Double Drum Vibration, All other Standard Features.....\$28,920.00 Delivered to your shop**

**New Dynapac CC900 Double Drum Roller, 35" Wide Drums, Kubota Diesel Tier 4 Final 24 HP Engine, Weight of 3,500 lbs., Water Control, Double Drum Vibration, All other Standard Features.....\$29,560.00 Delivered to your shop**

**New Dynapac CC900G Double Drum Roller, 35" Wide Drums, Honda 18 HP Gasoline Engine, Weight of 2,900 lbs., Gravity Sprinkler Control, Front Drum Vibration only, All other Standard Features.....~~\$15,850.00~~ Delivered to your shop**

17,530

All of the above units come with a 1 Year Full Machine Warranty. All prices are good for 30 days. Above pricing does not include any and all applicable taxes. I attached a spec sheet on each unit for you to view at your convenience. If you have any questions let me know.

Thank you again for the call and the opportunity. I look forward to hearing back from you soon.

Thanks,

**ROB MAGGARD**

Sales Representative  
The Victor L. Phillips Company  
4100 Gardner Avenue  
Kansas City, Mo. 64120  
816-241-9290 Office  
816-241-1738 Fax  
816-585-2909 Cell  
[rmaggard@vlpco.com](mailto:rmaggard@vlpco.com)  
[www.vlpco.com](http://www.vlpco.com)

City of Edgerton  
Vehicle & Equipment Replacement  
Fund Summary  
As of 4-9-2015

**Fund 13 - General Equipment Reserve Fund**

	2014	2015	2016	2017	2018	2019	2020
Beginning Balance, Jan 1	\$ 73,970	\$ 205,374	\$ 95,163	\$ 45,463	\$ (23,433)	\$ (23,693)	\$ 1,047
Transfers in from Other Funds	242,250	79,250	79,250	79,250	79,250	79,250	79,250
Vehicle/Equipment Purchases	(110,846)	(189,461)	(128,950)	(148,146)	(79,510)	(54,510)	(16,000)
Ending Balance, 12/31	\$ 205,374	\$ 95,163	\$ 45,463	\$ (23,433)	\$ (23,693)	\$ 1,047	\$ 64,297

**Fund 27 - Water Equipment Reserve Fund**

	2014	2015	2016	2017	2018	2019	2020
Beginning Balance, Jan 1	\$ 148,970	\$ 140,596	\$ 72,596	\$ 9,566	\$ 1,184	\$ 1,184	\$ 1,184
Transfers in from Other Funds	-	-	-	-	-	-	-
Vehicle/Equipment Purchases	(8,374)	(68,000)	(63,030)	(8,382)	-	-	-
Ending Balance, 12/31	\$ 140,596	\$ 72,596	\$ 9,566	\$ 1,184	\$ 1,184	\$ 1,184	\$ 1,184

**Fund 37 - Sewer Equipment Reserve Fund**

	2014	2015	2016	2017	2018	2019	2020
Beginning Balance, Jan 1	\$ 73,970	\$ 42,336	\$ 34,336	\$ (13,694)	\$ (22,076)	\$ (22,076)	\$ (72,076)
Transfers in from Other Funds	-	-	-	-	-	-	-
Vehicle/Equipment Purchases	(31,634)	(8,000)	(48,030)	(8,382)	-	(50,000)	-
Ending Balance, 12/31	\$ 42,336	\$ 34,336	\$ (13,694)	\$ (22,076)	\$ (22,076)	\$ (72,076)	\$ (72,076)

**Notes:**

The 2014 column reflects actual amounts for 2014. The Transfers In From Other Funds in 2015 is what is included in the 2015 Budget. The Transfers in From Other Funds for years beyond 2015 are left the same as what is included in the 2015 Budget. Any items scheduled for 2014 that were not purchased have been moved to 2015.

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Application FP2015-01, Final Plat, Logistics Park Kansas City – Southeast, Second Plat

**Department:** Community Development

**Background/Description of Item:** The City of Edgerton has received Application FP2015-01 for final plat of the Logistics Park Kansas City – Southeast, Second Plat and which is located approximately 1900 feet South of 191<sup>st</sup> Street on the East side of Waverly Road. The final plat includes 56.013 acres made up of one lot (42.717 acres), on tract (8.619 acres) and dedication of the extension of Montrose Street. The property owner intends to operate warehouse facilities as part of Logistics Park Kansas City. A 819,185 (+/-) square foot facility is currently proposed on this lot.

Staff, including City Engineer, has reviewed the Final Plat submittal for compliance with the Approved Preliminary Plat and requirements in Section 13.3 of Article 13 of the Edgerton UDC. Review comments are detailed in the attached staff report.

The Edgerton Planning Commission reviewed the application on April 14, 2015. The Planning Commission recommended approval of Application FP2015-01 for Final Plat for Logistics Park Kansas City – Southeast, Second Plat subject to compliance with the following stipulations as listed in the staff report dated April 7, 2015:

1. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.
2. The commencement of any improvements shall not occur prior to the approval and endorsement of the final plat and the submittal to and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the final plat by the Governing Body. Sanitary sewer drawings and specifications must be submitted to and approved by the City of Edgerton and Kansas Department of Health and Environment prior to the commencement of any improvements.
3. A Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements.
4. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax.
5. The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code.

Enclosure: Staff Report from April 14, 2015 Planning Commission  
Final Plat  
Final Plat Application FP2015-01 for Logistics Park Kansas City - Southeast, Second Plat

**Recommendation:** Approve Application FP2015-01, Final Plat, Logistics Park Kansas City – Southeast, Second Plat located approximately 1900 feet South of 191<sup>st</sup> Street on the East side of Waverly Road

**Funding Source:** N/A

Prepared by: Kenneth Cook, Community Development Director  
Date: April 20, 2015

NAME OF PROPOSED SUBDIVISION: LOGISTICS PARK KANSAS CITY - SOUTHEAST 2<sup>ND</sup> PLATLOCATION OR ADDRESS OF SUBJECT PROPERTY: 19645 WAVERLY ROADLEGAL DESCRIPTION: ATTACHEDCURRENT ZONING ON SUBJECT PROPERTY: L-P CURRENT LAND USE: \_\_\_\_\_TOTAL AREA: 56.013 Acres NUMBER OF LOTS: 1 AVG. LOT SIZE: 1,861,795 Sq. Ft.DEVELOPER'S NAME(S): PATRICK ROBINSON PHONE: 816.888.7380COMPANY: EDGERTON LAND HOLDING COMPANY FAX: 816.888.7399MAILING ADDRESS: 5015 NW CANAL ST. RIVERSIDE MO 64150  
Street City State ZipPROPERTY OWNER'S NAME(S): SAME PHONE: \_\_\_\_\_

COMPANY: \_\_\_\_\_ FAX: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
Street City State ZipENGINEER'S NAME(S): DAN COOK PHONE: 913.317.9500COMPANY: R-I-C FAX: 913.800.0951MAILING ADDRESS: 5015 NW CANAL ST. RIVERSIDE MO 64150  
Street City State ZipSIGNATURE OF OWNER OR AGENT: 

If not signed by owner, authorization of agent must accompany this application.

NOTE: Ten (10) copies of the proposed preliminary plat must accompany this application for staff review. One (1) reduced copy (8 1/2 x 11) must also be submitted with the application.

**FOR OFFICE USE ONLY**Case No. FP- 2015-01 Amount of Fee Paid: \$ 310<sup>00</sup> Date Fee Paid: 3-17-2015Received By:  Date of Hearing: 4/14/15**FINAL PLAT INSTRUCTIONS****SUBMITTAL DEADLINE:** The applicant shall submit an application at least forty-five (45) days prior to a scheduled meeting. If the final plat complies with the preliminary plat, Planning Commission and Governing Body may consider approval without notice or public hearing.

**STAFF REPORT**

April 7, 2015

To: Edgerton Planning Commission  
Fr: Kenneth Cook, AICP, CFM, Community Development Director  
Re: FP2015-01 Final Plat for Logistics Park Kansas City – Southeast, Second Plat

**APPLICATION INFORMATION**

**Applicant/Property Owner:** Edgerton Land Holding Company

**Requested Action:** Final Plat – Logistics Park Kansas City – Southeast, Second Plat

**Legal Description:** See Final Plat attached

**Site Address/Location:** Approximately 1900 feet south of 191st Street on the East side of Waverly Road

**Existing Zoning and Land Uses:** City of Edgerton L-P Logistics Park on vacant land

**Existing Improvements:** Dwelling and agricultural structures

**Site Size:** 56.013 Acres

**PROJECT DESCRIPTION**

The current request is for the approval of a Final Plat for a portion (Lot 3) of the property located in the Revised Preliminary Plat of Logistics Park Kansas City (LPKC) – Southeast Phase II. The Northern portion of this property was included in the original Preliminary Plat of Logistics Park Kansas City – Southeast Phase II with the Revised Preliminary Plat adding an additional 26.6 acres to which now constitutes the majority of Lot 3 as well as Tract D.

The subject property is located approximately 1900 feet South of 191<sup>st</sup> Street and on the East side of Waverly Road. The property is zoned L-P, Logistics Park. The City's Unified Development Code (UDC) defines this district as a limited multimodal industrial zone created to support activities related to truck, rail and other transport services. This is additional development of the Logistics Park Kansas City by Edgerton Land Holding Company (ELHC), a subsidiary of NorthPoint Development. The property will serve the BNSF intermodal facility to the northwest of the subject site. The intermodal facility's purpose is to transfer loaded cargo containers from trains to trucks. LPKC is a 1500 acre master planned development. ELHC, the applicant for this project, is BNSF's partner for developing warehousing which is planned to eventually surround the intermodal facility.

**INFRASTRUCTURE AND SERVICES**

Infrastructure was reviewed previously per the rezoning and preliminary plat. Some conditions continue to exist as noted below.

- a. Waverly Road is gravel surfaced adjacent to this property and dead-ends on the property adjacent to the south. The construction of Montrose has been commenced just to the South of 191<sup>st</sup> Street and is proposed to be a two lane road located within a 50 foot ROW. Montrose will turn to the West and become 196<sup>th</sup> Street at the South end of the site. An extension to this road (191<sup>st</sup>) is currently planned to be constructed as part of the Waverly Road project. 191<sup>st</sup> Street and Waverly Road are planned for future improvement to pavement that will support intermodal and logistic park traffic. While Waverly Road is currently graveled, it is planned for future improvement to support intermodal and logistics park traffic. The City of Edgerton is currently in the process of working with a design/build firm for the construction of improvements of Waverly Road. 191<sup>st</sup> Street will need to be upgraded in the future as development occurs in the area.
- b. The property is located within the Big Bull Creek watershed, which flows south from 167th Street to the southern edge of the county at Homestead Lane.
- c. A small portion of the southeast corner of the property is located within Zone X, 1% Future Conditions flood plain.
- d. The property does not currently have sanitary sewer service.
- e. The property is located within the service area of Rural Water District No. 7. A 12-inch water main is located along the Waverly Road property frontage. Though no water main currently exists on 191<sup>st</sup> Street east of Waverly Road, about 1,000 feet of main will be constructed to serve the JB Hunt Container Storage project on the north side of 191<sup>st</sup>. The property owner will need to extend the main further to the east, to serve the eastern portion of this development.
- f. Police protection is provided by the Johnson County Sheriff's Department under contract with the City of Edgerton. Fire protection is provided by Johnson County Rural Fire District No. 1. A fire station is located in the City of Edgerton, approximately 1.5 miles to the west.

## FINAL PLAT REVIEW

Staff has reviewed the Final Plat submittal for compliance with the Approved Preliminary Plat and requirements in Section 13.3 of Article 13 of the Edgerton UDC. Review comments are listed below.

1. Scale, the same used for the preliminary plat; North point; vicinity map. *A different scale is being used for the Final Plat as the Final Plat only includes a portion of the area shown in the Preliminary Plat. The change in scale allows for the Final Plat to show improved detail and staff considers the change acceptable. **Final Plat complies.***
2. The words "FINAL PLAT" followed by the name of the subdivision at the top of the sheet, and then followed by a metes and bounds description of the tract. **Final Plat complies.**
3. The instrument of survey which shows the point of beginning, corners, bearings, courses, distances, exterior boundaries, interior lot boundaries, abandoned lot lines, pins, monuments found or set. All P.I.'s corners, boundaries must be monumented with a 2" x 24" metal bar. **Update Final Plat**
  - *The plat currently shows all monuments being ½" x 24" Rebar while the regulations require 2" x 24" metal bar. Staff believes that the 2" measurement*

*is a typographical error and that it should be ½". Monuments are not shown where the edge of the proposed Waverly ROW intersects with the Interstate 35 ROW (SW corner of Tract D) or with the North line of the subdivision (NW corner Lot 3). A monument is shown on the Final Plat of Logistics Park Kansas City – Southeast, First Plat that should match up with the NW corner of Lot 3.*

- *Check the distance from the Northwest Corner of Lot 3 West to the Section line as this dimension was given as 40 feet on plat to the North and is shown here as 58.24'. If this is given as a dimension to one of the utility easements it should be shown by arrows.*
  - *Check dimensions between the West ¼ Corner and the SW Corner.  $564.83' + 1276.52' = 1841.35'$  while overall dimension of plan shows 1841.34'.  $1841.35' + 791.69' = 2633.04$  which matches dimension shown on LPKC – SE 1<sup>st</sup> Plat.*
  - *Also check dimensions along North Line of SW ¼ East of Lot 3.  $25' + 25' + 15' = 65'$  while overall dimension is shown as 65.01'.  $65' + 1612.30 = 1677.3$  which matches dimensions shown on LPKC – SE 1<sup>st</sup> Plat.*
4. A boundary survey of third order surveying accuracy (maximum closure error one in five thousand (1' in 5,000), with bearings and distances referenced to section or fractional section corners or other base line shown on the plat and readily reproducible on the ground. ***Final Plat complies.***
  5. Individual notations and a TABLE showing: lot area, setbacks, and building envelopes. ***Final Plat complies.***
  6. A number for each lot, starting (if practical) in the northwest corner. *Staff has suggested as part of the Preliminary Plat for Logistics Park Kansas City – Southeast phase II that this lot should be renumbered to Lot 4. Staff has also recommended that tracts C, D & E, as shown on the preliminary plat, be combined as one Tract. If the Planning Commission would determine that these tracts can be kept separate naming for Tracts D & E should be switched. Also, if these tracts remain separate, an access easement will need to be provided to the tract currently shown as Tract E (East of Tract C). Staff understands that the current Tract E may be placed into some type of conservation agreement which could require a change of ownership. This may require changes as to how the property is shown on the plat. ***Update Final Plat.****
  7. All easements with widths, and roads with curve data. ***Update Final Plat.***
    - *The public street being dedicated by this plat is shown as Montrose Street. The name of this ROW should change when the road starts turning to the West to 196<sup>th</sup> Street. It is anticipated that the sidewalks on both sides of Montrose Street and 196<sup>th</sup> Street will be constructed when these sites are developed.*
    - *The dedication of the pedestrian easement lists City Engineer and should possibly be changed to City Community Development Director.*
  8. Ingress/egress limitations if required. *Staff is continuing to have discussions with the City Engineer and the Developer. ***Final Plat complies.****
  9. The location of existing utility easements. *Has KCPL agreed to vacate the easement? If so, if the vacation can occur prior to the filing of the plat the reference to this easement could be removed or the reference could be changed to show that it has been vacated. ***Final Plat complies.****
  10. A written legal description from the survey. ***Update Final Plat.***
    - *The dimension in the legal description where the boundary of the plat crosses Montrose Street is stated as N87°46'28"E while it is shown on the drawing as N87°46'29"E. Also need to verify if this dimension should be 65.00' or 65.01'.*



- *Check the dimension between the Southwest Corner and the West ¼ corner.*
- 11. An instrument of dedication for all roads and easements. *The dedication of the pedestrian easement lists City Engineer and should possibly be changed to City Community Development Director. **Update Final Plat***
- 12. Special notations required as a condition of platting by the Planning Commission. ***Final Plat complies.***
- 13. Approved phases – clearly delineated. ***Final Plat complies.***
- 14. Private travel easements. *This item may be affected by the continued discussions with the City Engineer and the developer. **Needs to be reviewed.***
- 15. The Owner's Certificate with Notary Seal. *Should the information in the second Owners Certificate include a reference to ELHC XI, Tract C rather than ELHC XIV Lot 3? If this is correct, the notary certificate should be updated to refer to the same ownership. **Update Final Plat.***
- 16. Certificate of the Governing Body with City Clerk's attest and Seal. ***Final Plat Complies.***
- 17. Edgerton City Planning Commission chair and secretary approval. ***Final Plat Complies.***
- 18. Certificate of the Register of Deeds. ***Register of Deeds uses their own stamp. No certificate required. Final Plat Complies***
- 19. Surveyor's Certificate and Seal and certificate for survey review by the County Surveyor or designated Land Surveyor. ***County Surveyor uses their own stamp. No certificate required. Final Plat Complies***
- 20. Certificate of the Zoning Administrator. ***Final Plat Complies.***

## **RECOMMENDATION**

City staff recommends approval of the Final Plat for Logistics Park Kansas City, Southeast, Second Plat, subject to compliance with the following stipulations:

1. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.
2. The commencement of any improvements shall not occur prior to the approval and endorsement of the final plat and the submittal to and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the final plat by the Governing Body. Sanitary sewer drawings and specifications must be submitted to and approved by the City of Edgerton and Kansas Department of Health and Environment prior to the commencement of any improvements.
3. A Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements.
4. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax.
5. The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code.

## **ATTACHMENTS**

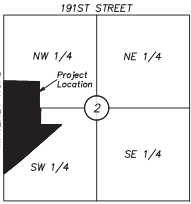
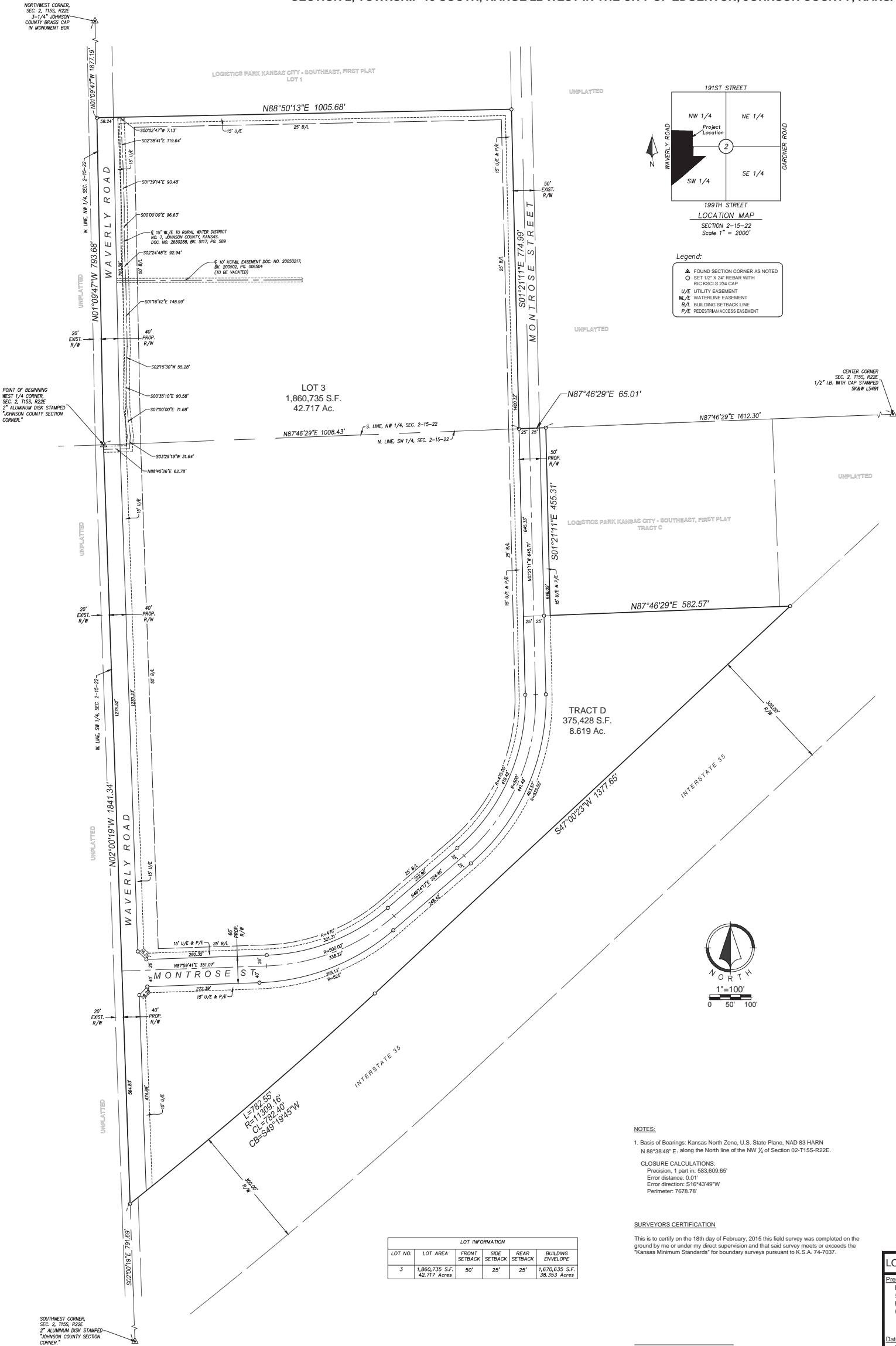
Application FP2015-01

Final Plat for Logistics Park Kansas City, Southeast, Second Plat

FINAL PLAT

LOGISTICS PARK KANSAS CITY - SOUTHEAST, SECOND PLAT

A REPLAT OF PART OF TRACT C, LOGISTICS PARK KANSAS CITY - SOUTHEAST, FIRST PLAT, AND A PART OF THE NW ¼ NW ¼ AND SW ¼, SECTION 2, TOWNSHIP 15 SOUTH, RANGE 22 WEST IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS



Legend:

- FOUND SECTION CORNER AS NOTED
- SET 1/2" X 3/4" REBAR WITH R/C ISOLS 234 CAP
- U/E UTILITY EASEMENT
- W/E WATERLINE EASEMENT
- B/L BUILDING SETBACK LINE
- P/E PEDESTRIAN ACCESS EASEMENT

**DESCRIPTION**

That part of the Southwest Quarter of the Northwest Quarter and the Southwest Quarter of Section 2, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Beginning at the northwest corner of said Southwest Quarter; thence coincident with the west line of said Northwest Quarter, North 01°09'47" West, 793.68 feet to the southerly line of the KANSAS CITY LOGISTICS PARK - SOUTHEAST, FIRST PLAT; thence departing said west line coincident with said southerly line, North 88°50'13" East, 1,005.68 feet to the westerly line of said plat and the west right-of-way line of Montrose Street, as now established; thence coincident with said westerly plat line and said west right-of-way line, South 01°21'11" East, 774.99 feet to the north line of said Southwest Quarter; thence departing said westerly plat line and said west right-of-way line coincident with said north line, North 87°46'29" East, 65.01 feet; thence South 01°21'11" East, 455.31 feet to the southerly line of said plat; thence coincident with said southerly line and its extension thereof, North 87°46'29" East, 582.57 feet to the northerly right-of-way line of Interstate 35, as now established; thence coincident with said northerly right-of-way line, South 47°00'23" West, 1377.65 feet; thence coincident with said northerly right-of-way line southwesterly along a curve to the right having a radius of 11,308.16 feet, a chord bearing of South 49°19'45" West, a chord length of 782.40 feet, an arc distance of 782.55 feet to the west line of said Southwest Quarter; thence coincident with said west line, North 02°00'19" West, 1841.34 feet to the Point of Beginning, containing 2,439,947 square feet, or 56.013 acres, more or less.

**DEDICATION**

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "LOGISTICS PARK KANSAS CITY - SOUTHEAST, SECOND PLAT".

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and thereon are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify the City of Edgerton, Kansas, from any expense incident to the relocation of any such existing utility installations within said prior easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "UE" is hereby granted to the City of Edgerton, Kansas, with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

Areas designated on the accompanying plat as "pedestrian access easement" are hereby dedicated to the public for the purpose of pedestrian access (P/E). No fence, wall, planting, structure or other obstruction may be placed or maintained in said P/E without approval of said City Engineer of the City of Edgerton, Kansas.

**RESTRICTIONS**

Tract "D" are intended to be used for stormwater detention and open space and shall be owned and maintained by Logistics Park Kansas City Owners' Association, its successors and assigns.

**CONSENT TO LEVY**

The undersigned proprietors of the above described tracts of land hereby consent and agree that the Board of County Commissioners and the City of Edgerton, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public use from the lien and effect of any special assessments, and that the amount of unpaid special assessments on such land dedicated, shall become and remain a lien on this land fronting and abutting on such dedicated public way or thoroughfare.

**EXECUTION**

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Edgerton Land Holding Company, LLC  
By: NorthPoint Development, LLC  
Its: Manager

STATE OF MISSOURI )  
COUNTY OF PLATTE )

Nathaniel Hagedorn, Manager

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for said County and State, came Nathaniel Hagedorn, Manager of NorthPoint Development, LLC, the Manager of Edgerton Land Holding Company, LLC, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said limited liability company, and he duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

Notary Public My Appointment Expires: \_\_\_\_\_

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ELHC XIV, LLC, Owner Lot 3  
By: NorthPoint Development, LLC  
Its: Manager

STATE OF MISSOURI )  
COUNTY OF PLATTE )

Nathaniel Hagedorn, Manager

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for said County and State, came Nathaniel Hagedorn, Manager of NorthPoint Development, LLC, the Manager of ELHC XI, LLC, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said limited liability company, and he duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

Notary Public My Appointment Expires: \_\_\_\_\_

**APPROVALS**

APPROVED by the Planning Commission of the City of Edgerton, Johnson County, Kansas, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Chuck Davis, Chairperson Maria O'Neill, Secretary

APPROVED by the Governing Body of the City of Edgerton, Johnson County, Kansas, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

Donald Roberts, Mayor Janeice Rawles, City Clerk

APPROVED by the Zoning Administrator, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Kenneth A. Cook, Zoning Administrator

**NOTES:**

1. Basis of Bearings: Kansas North Zone, U.S. State Plane, NAD 83 HARN  
N 88°38'48" E, along the North line of the NW ¼ of Section 02-T15S-R22E.

**CLOSURE CALCULATIONS:**  
Precision, 1 part in: 583,609.65"  
Error distance: 0.01"  
Error direction: S16°43'49"W  
Perimeter: 7678.78'

**SURVEYORS CERTIFICATION**

This is to certify on the 18th day of February, 2015 this field survey was completed on the ground by me or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum Standards" for boundary surveys pursuant to K.S.A. 74-7037.

LOT INFORMATION				
LOT NO.	LOT AREA	FRONT SETBACK	SIDE SETBACK	REAR SETBACK
3	1,860,735 S.F. 42.717 Acres	50'	25'	25'
				BUILDING ENVELOPE
				1,670,635 S.F. 38.353 Acres

Michael Schmidtberger, Kansas LS-954

LOGISTICS PARK KANSAS CITY - SOUTHEAST, SECOND PLAT

Prepared For:  
ELHC XIV, LLC  
5015 NW Canal Street, Suite 200  
Riverside, MO 64150  
(816) 888-7380

Date of Preparation:  
March 12, 2015

5150 NW Canal Street, Suite 100  
Riverside, Missouri 64150  
913.317.9500  
www.riic-consult.com

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Contract To Relocate Gas Distribution Facilities

**Department:** Public Works

**Background/Description of Item:** On April 9, 2015, the Edgerton City Council approved a Guaranteed Maximum Price (GMP) Proposal from Clarkson Construction Company in the amount of \$28,724,625.13, Scope of Work and Project Schedule for the Waverly Road project. The Waverly Road project includes construction of approximately three miles of concrete roadway and a grade separation at the BNSF Railway Intermodal tracks leaving the Logistics Park Kansas City.

Included in that GMP were costs for relocation of several utilities that had been identified in conflict with the construction project and were in private easement. If the utilities had been in the right-of-way, city ordinances would have required the utilities be relocated at the cost of the individual utility companies. However, several utilities companies are currently located in private easement; therefore, the City is required to pay for the relocations.

After reviewing the plans, Kansas Gas has submitted to the City the enclosed Contract to Relocate Gas Distribution Facilities with an amount of \$83,220. The approved GMP include \$85,000 allocated for Kansas Gas Relocation.

City Attorney review of this Contract is in progress. Any changes will be provided to City Council on April 23, 2015.

Enclosures: Draft Contract to Relocate Gas Distribution Facilities  
GMP proposal from Clarkson Construction Company

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

**Recommendation:** Approve Contract To Relocate Gas Distribution Facilities in the amount of \$83,220.

**Funding Source:** Kansas Department of Transportation Grant

Prepared by: Beth Linn, City Administrator  
Date: April 20, 2015

**CONTRACT TO RELOCATE  
GAS DISTRIBUTION FACILITIES**

THIS AGREEMENT entered into this 16th day of April 2015, \_\_\_\_\_  
between Kansas Gas Service, a division of ONE Gas, Inc., Oklahoma Corporation, First Party and \_\_\_\_\_  
**City of Edgerton** Second Party:

WITNESSETH:

WHEREAS, First Party serves natural gas in a private easement north of 183<sup>rd</sup> St at Waverly Rd in  
**Edgerton, KS**

and WHEREAS, Second Party desires that First Party relocated a portion of its natural gas distribution  
facilities for the purpose of road improvements including new RR bridge, MSE wall, and drainage channel

and WHEREAS, First Party is willing to install such facilities if Second Party pays the actual costs thereof.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, it is mutually  
agreed as follows:

1. The estimated cost of the relocation of the following natural gas distribution facilities: 625 feet of 6 inch  
**FBE coated steel main** which are owned by First Party is \$83,220 (Eighty Three Thousand Two Hundred  
**Twenty Dollars)**

2. Second Party agrees to pay First Party: \$83,220 (Eighty Three Thousand Two Hundred Twenty  
**Dollars).**

Said amount shall be held by First Party as a partial payment for the relocation work described herein. First  
Party shall not be required to commence such relocation work until the partial payment called for herein has been  
paid to First Party.

3. Second Party agrees to be responsible for the acquisition and expense of the replacement easement.  
Easements when required will be written to the First Party's requirements and shall be described on First Party's  
Grant of Right of Way form.

4. Following the completion of the installation work, First Party will determine the actual cost of the  
relocation. First Party will thereafter apply the partial payment previously received by it against such total cost and  
shall bill Second Party at the address shown below for the actual cost less the partial payment(s) previously paid.  
Second Party agrees to pay to First Party within (30) days of mailing the amount of such final bill submitted herein.

5. The Second Party agrees that if future road work requires any changes or relocations of the First Party's  
facilities, previously located on the First Party's private easement, but now remaining upon City right of way,  
Second Party will reimburse First Party for the cost of such changes.

6. The terms "install" or "installation" as used herein shall be deemed to include the words, "rebuild,"  
"rebuilding," "alter," "alteration," "remove," "removal," and the term "or otherwise change."

7. This contract shall inure to the benefit of and be binding upon the successors and assigns of the parties  
hereto.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed the day and year  
first above written.

Kansas Gas Service

BY \_\_\_\_\_  
Anthony P. Cellitti—Mgr. of Engineering  
FIRSTPARTY  
11401 W. 89th Street  
Overland Park, KS 66214

Attest \_\_\_\_\_

APPROVED AS TO FORM

**CONTRACT TO RELOCATE  
GAS DISTRIBUTION FACILITIES**

City of Edgerton, Kansas

BY \_\_\_\_\_  
SECOND PARTY

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Waverly Road Project**  
**City of Edgerton, KS**

Biditem	Description	Quantity	Units	Unit Price	Totals
10	DESIGN	1.000	LS	2,339,141.37	\$2,339,141.37
20	MOBILIZATION & PROJECT MANAGEMENT	1.000	LS	3,028,451.67	\$3,028,451.67
30	REMOVAL OF IMPROVEMENTS	1.000	LS	72,843.48	\$72,843.48
40	KANSAS GAS RELOCATION	1.000	LS	85,000.00	\$85,000.00
50	GARDNER WATER CASING & RELOCATION	1.000	LS	50,000.00	\$50,000.00
60	GARDNER ELEC RELOCATION TO LIFT STA	1.000	LS	93,600.00	\$93,600.00
70	WATER DIST #7 CASING & RELOCATION	1.000	LS	140,000.00	\$140,000.00
80	EROSION CONTROL	1.000	LS	196,250.00	\$196,250.00
90	CLEARING & GRUBBING	1.000	LS	46,503.30	\$46,503.30
100	GRADING	1.000	LS	2,457,072.03	\$2,457,072.03
110	FLOWABLE FILL	900.000	CY	190.03	\$171,027.00
120	18" RCP PIPE	6,573.000	LF	55.15	\$362,500.95
130	24" RCP PIPE CL III	3,368.000	LF	67.21	\$226,363.28
140	30" RCP PIPE CL III	223.000	LF	87.70	\$19,557.10
150	36" RCP PIPE CL III	598.000	LF	107.74	\$64,428.52
160	48" RCP PIPE CL III	977.000	LF	165.99	\$162,172.23
170	54" RCP PIPE CL III	442.000	LF	211.09	\$93,301.78
180	38" x 48" RCP PIPE CL III	101.000	LF	222.11	\$22,433.11
190	60" x 38" RCP PIPE CL III	85.000	LF	271.87	\$23,108.95
200	18" RCP FES	8.000	EA	1,188.82	\$9,510.56
210	24" RCP FES	3.000	EA	1,376.02	\$4,128.06
220	36" RCP FES	6.000	EA	2,111.60	\$12,669.60
230	54" RCP FES	1.000	EA	4,450.52	\$4,450.52
240	38" x 48" RCP FES	2.000	EA	3,246.97	\$6,493.94
250	60" x 38" RCP FES	2.000	EA	4,216.52	\$8,433.04
260	INLETS	104.000	EA	4,357.48	\$453,177.92
270	MANHOLES	2.000	EA	5,515.22	\$11,030.44
280	RCB 8x7	80.000	LF	1,530.30	\$122,424.00
290	RCB 2-6x5	90.000	LF	1,699.80	\$152,982.00
300	RCB 3-16x8	148.000	LF	5,064.48	\$749,543.04
310	HANDRAIL ON RCB	310.000	LF	100.51	\$31,158.10
320	SLOPE PROTECTION (RIP RAP)	3,924.000	CY	68.85	\$270,167.40
330	LIME TREATED SUBGRADE (6")	73,380.000	SY	7.18	\$526,868.40
340	LIME	908.000	TON	195.94	\$177,913.52
350	CEMENT TREATED BASE (4")	73,380.000	SY	13.71	\$1,006,039.80
360	AGGREGATE SURFACING (6")	3,500.000	SY	9.45	\$33,075.00
370	CONCRETE PAVEMENT (12")	70,860.000	SY	67.89	\$4,810,685.40
380	CONCRETE SAFETY BARRIER SPECIAL (42")	600.000	LF	269.58	\$161,748.00
390	TYPE 2 BARRIER (42")	900.000	LF	111.90	\$100,710.00
400	MOMENT SLAB	670.000	SY	65.92	\$44,166.40
410	CONCRETE MASONRY COATING	325.000	SY	10.76	\$3,497.00
420	SIMULATED STONE MASONRY STAIN	250.000	SY	71.02	\$17,755.00
430	CONCRETE DRIVEWAYS	500.000	SY	58.50	\$29,250.00
440	APWA CURB & GUTTER	30,500.000	LF	19.60	\$597,800.00
450	SIDEWALK	14,914.000	SY	35.39	\$527,806.46
460	ADA SIDEWALK RAMPS	29.000	EA	1,170.00	\$33,930.00
470	TRAFFIC SIGNAL CONDUIT	1.000	LS	29,250.00	\$29,250.00

Biditem	Description	Quantity	Units	Unit Price	Totals
480	BRIDGE LIGHTING	1.000	LS	222,300.00	\$222,300.00
490	PAVEMENT MARKING	1.000	LS	146,250.00	\$146,250.00
500	SIGNS	1.000	LS	29,250.00	\$29,250.00
510	FENCE	250.000	LF	70.20	\$17,550.00
520	MAINTAIN ACCESS	1.000	LS	206,850.02	\$206,850.02
530	SEEDING & MULCHING	1.000	LS	38,610.00	\$38,610.00
540	TRAFFIC CONTROL	1.000	LS	29,250.00	\$29,250.00
550	MSE WALLS	32,000.000	SF	70.20	\$2,246,400.00
560	GROUND IMPROVEMENTS	7,316.000	CY	19.45	\$142,296.20
570	2' CONCRETE GUTTER	400.000	LF	50.43	\$20,172.00
580	CLASS III EXCAVATION	462.000	CY	127.63	\$58,965.06
590	CONCRETE (GRADE 4.0) (AE)	919.600	CY	890.10	\$818,535.96
600	CONCRETE (GRADE 4.0) (AE) (SA)	1,865.800	CY	710.02	\$1,324,755.32
610	REINFORCING STEEL (GRADE 60)	230,000.000	LBS	1.22	\$280,600.00
620	REINFORCING STEEL (GRADE 60) (EPOXY COATED)	450,000.000	LBS	1.13	\$508,500.00
630	DRILLED SHAFT AND ROCK SOCKETS	286.000	LF	1,108.99	\$317,171.14
640	SONIC TEST (DRILLED SHAFT) (SET PRICE)	1.000	EA	11,407.50	\$11,407.50
650	PILES (STEEL) (HP 14X89)	639.000	LF	142.98	\$91,364.22
660	PRESTRESSED CONCRETE BEAM NU 70	4,296.000	LF	372.23	\$1,599,100.08
670	MULTI-LAYER POLYMER CONCRETE OVERLAY	3,920.000	SY	46.80	\$183,456.00
680	EXPANSION JOINT (STRIP SEAL)	54.500	LF	453.90	\$24,737.55
690	BRIDGE DRAINAGE SYSTEM	1.000	LS	10,050.56	\$10,050.56
700	BRIDGE BACKWALL PROTECTION SYSTEM	206.000	SY	30.99	\$6,383.94
710	AGGREGATE DRAIN SYSTEM	203.000	CY	212.57	\$43,151.71
720	NEOPRENE BEARING PADS	72.000	EA	1,273.59	\$91,698.48
730	BRIDGE FENCE	1,446.000	LF	128.70	\$186,100.20
740	BRIDGE APPROACH SLAB	303.000	SY	263.25	\$79,764.75
750	CONCRETE MASONRY COATING	573.000	SY	10.76	\$6,165.48
760	SIMULATED STONE MASONRY STAIN	573.000	SY	71.02	\$40,694.46
4000	187TH STREET EXTENSION	1.000	LS	352,676.13	\$352,676.13
	<b>GRAND TOTAL</b>				<b>\$28,724,625.13</b>

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Water Line Relocation Agreement

**Department:** Public Works

**Background/Description of Item:** On April 9, 2015, the Edgerton City Council approved a Guaranteed Maximum Price (GMP) Proposal from Clarkson Construction Company in the amount of \$28,724,625.13, Scope of Work and Project Schedule for the Waverly Road project. The Waverly Road project includes construction of approximately three miles of concrete roadway and a grade separation at the BNSF Railway Intermodal tracks leaving the Logistics Park Kansas City.

Included in that GMP were costs for relocation of several utilities that had been identified in conflict with the construction project and were in private easement. If the utilities had been in the right-of-way, city ordinances would have required the utilities be relocated at the cost of the individual utility companies. However, several utilities companies are currently located in private easement; therefore, the City is required to pay for the relocations.

After reviewing the plans, Johnson County Water District No. 7 (JO7) has submitted to the City the enclosed Water Line Relocation Agreement. At the time of preparation of city council packet, JO7 was finalizing the construction estimate. Staff will provide the cost at City Council on April 23<sup>rd</sup> for council consideration. The approved GMP included \$140,000 allocated for Johnson County Water District No. 7 relocations.

City Attorney review of this Agreement is in progress. Any changes will be provided to City Council on April 23, 2015.

Enclosures: Draft Water Line Relocation Agreement  
GMP proposal from Clarkson Construction Company

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

**Recommendation:** Approve Water Line Relocation Agreement in the amount of \$\_\_\_\_\_.

**Funding Source:** Kansas Department of Transportation Grant

Prepared by: Beth Linn, City Administrator  
Date: April 20, 2015



## **WATER LINE RELOCATION AGREEMENT**

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THIS WATER LINE RELOCATION AGREEMENT, ("Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between RURAL WATER DISTRICT No. 7, JOHNSON COUNTY, KANSAS ("WATER DISTRICT #7"), a quasi-municipal corporation of the State of Kansas and the CITY OF EDGERTON, KANSAS ("CITY"), a municipal corporation of the State of Kansas.

WITNESSETH:

WHEREAS, CITY will be reconstructing and widening Waverly Road from HIGHWAY 56 to 199<sup>th</sup> Street ("the Project"); and

WHEREAS, to complete the Project, it will be necessary to relocate the elevation and alignment of water facilities, some of which are presently located in public right-of-way or public utility easement, and some of which are located outside of public right-of-way or public utility easement in a private easement or easements; and

WHEREAS, WATER DISTRICT #7 has agreed to the relocation of its water lines and other facilities in the Project area, so long as: 1) the cost of the relocation of its such lines and facilities that are located outside public right-of-way will be paid by CITY; and 2) the cost of the relocation of certain portions of its lines and facilities that are located in public right-of-way will be paid for by the CITY; and

WHEREAS, K.S.A. 68-169, and amendments thereto, authorize the parties hereto to enter into a joint agreement for the matters named above; and

WHEREAS, CITY and WATER DISTRICT #7 have determined to enter into this Agreement relating to the Project; and

WHEREAS, CITY and WATER DISTRICT #7 have executed this Agreement RA-2015-04-01, through their officers who are authorized to approve and execute such agreements on behalf of their respective bodies.

NOW THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. REPLACEMENT OF LINES. CITY agrees that it will pay the actual cost of WATER DISTRICT #7 to do the following:

a. relocate WATER DISTRICT #7's water lines and other facilities in the Project area that are in private utility easements. Such lines and other facilities will be placed in current private utility easements owned by WATER DISTRICT #7 or public right-of-way; and

b. relocate a portion of WATER DISTRICT #7's water lines and other facilities in the Project area that were in public right-of-way. At multiple road crossings within the Project area, CITY has increased the public right of way over time. CITY will pay the actual cost of WATER DISTRICT #7 for having to move its water lines and other facilities within the Project Area, that were within the most recently acquired public right-of-way named above.

As set forth in the attached Exhibit "A", WATER DISTRICT #7's estimated cost to relocate the water lines and other facilities in subparagraphs a and b, is \$\_\_\_\_\_. Such amount shall be paid within 30 days after WATER DISTRICT #7 invoices the CITY for such estimated cost.

2. ADDITIONAL CONSIDERATIONS. The water lines and other facilities named above are shown on the project plans for the Project, which are incorporated herein by reference. WATER DISTRICT #7 agrees that other than as stated above, it will pay all the costs associated with the relocation of its existing water lines and other facilities in the Project area that are presently located within public right-of-way.

3. DESIGN AND CONSTRUCTION RESPONSIBILITIES. WATER DISTRICT #7 shall design, have constructed, and install the relocated water lines and other facilities named above, at the locations named above. The specific location for the relocated lines and facilities shall be agreed upon by both the CITY and WATER DISTRICT #7. The CITY shall protect the newly-relocated and installed lines and facilities from interrupted service or damage during the course of road construction.

4. COMMENCEMENT OF WORK. Upon execution of this Agreement and upon payment of the estimated costs by the CITY to WATER DISTRICT #7, WATER DISTRICT #7 shall commence work as soon as reasonably possible.

5. ACCOUNTING. WATER DISTRICT #7 shall account to the CITY for all of its costs, including engineering and overhead, in constructing and connecting the relocated and replaced water lines and other facilities which are to be relocated and paid for by the CITY as part of this project. If, after completion of the relocation work and the determination of the actual costs thereof, including overhead costs, (which include, but are not limited to, design, engineering, surveying, legal and administrative costs), it shall occur that said actual cost is less than the estimated cost stated above, WATER

DISTRICT #7 shall repay the CITY the difference between the actual cost and the estimated cost. If the actual cost thereof is greater than the estimated cost, the CITY shall forthwith pay to WATER DISTRICT #7 the difference between the actual cost and the estimated cost.

6. OTHER NOTIFICATION. For purposes of this Agreement, any required notices shall be deemed sufficiently given the third day following deposit in the U. S. mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to WATER DISTRICT #7:

Water District #7 of Johnson County  
Allan Soetaert  
District Manager  
534 W. Main St., P.O. Box 7  
Gardner, KS 66030

If to the CITY:

City of Edgerton  
Beth Linn  
City Administrator  
404 E. Nelson, P.O. Box 255  
Edgerton, KS 66021

Notice shall also be deemed sufficiently given upon actual delivery by reliable courier service or other method.

7. COMPLETION DATE. WATER DISTRICT #7 agrees that subject to delays due to weather, and conditioned on the CITY'S ability to comply with its own construction schedule with respect to construction affecting the relocation by WATER DISTRICT #7, WATER DISTRICT #7 shall complete the relocation design of WATER DISTRICT #7's water lines and other facilities within the Project time limits.

8. FUTURE RELOCATION. The CITY may, in the future, elect to require WATER DISTRICT #7 to again relocate its water lines and other facilities in a specific location to be agreed upon by both the CITY and WATER DISTRICT #7. In such event and regardless of whether or not the water facilities are in public right-of-way or private easement, the entire cost of any such future relocation shall be borne entirely by the CITY. In such event, WATER DISTRICT #7 shall account to the CITY for all of its relocation costs.

9. INDEMNIFICATION. For purposes of this agreement, the parties hereto agree to indemnify and hold harmless the other party, its employees and agents, from and against any and all loss where loss is caused or incurred, in whole or in part, as a result of the negligence or other actionable fault of the other party hereto. The parties' obligation to indemnify and hold each other harmless hereunder shall be subject to the maximum liability and immunity provisions of the Kansas Tort Claims Act.

10. DURATION AND TERMINATION. This Agreement shall continue until construction as described herein is complete and until such time as all financial obligations of the parties have been met. Section 8 (Future Relocation) shall be a covenant surviving the completion of all other performances of this Agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto on the day and year first above written.

CITY OF EDGERTON

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

ATTEST:

By: \_\_\_\_\_  
Janeice Rawles, City Clerk

APPROVED TO FORM:

By: \_\_\_\_\_  
Patrick Reavey, City Attorney

WATER DISTRICT NO. 7  
JOHNSON COUNTY

By: \_\_\_\_\_  
William D. Gay, Chairman  
Board of Directors

APPROVED TO FORM:

By: \_\_\_\_\_  
Chris Pemberton, Secretary  
Board of Directors

**ACKNOWLEDGEMENT**

STATE OF KANSAS        )

                              ) ss.

COUNTY OF JOHNSON    )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

\_\_\_\_\_, Mayor of the CITY OF EDGERTON, Kansas, and \_\_\_\_\_, City Clerk, and \_\_\_\_\_, City Attorney, who are personally known to me to be the same persons who executed the foregoing instrument on behalf of said CITY, and said persons duly acknowledged the execution of the same to be the act and deeds of the CITY OF EDGERTON, KANSAS.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_

Notary Public

My Commission Expires:

\_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF KANSAS        )

                              ) ss.

COUNTY OF JOHNSON    )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid came William D. Gay, Chairman, and Chris Pemberton, Secretary, of WATER DISTRICT #7 of Johnson County, who is personally known to me to be the same persons who executed the foregoing instrument on behalf of said Water District, and said persons duly acknowledged the execution of the same to be the act and deed of WATER DISTRICT #7 OF JOHNSON COUNTY.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**Waverly Road Project**  
**City of Edgerton, KS**

Biditem	Description	Quantity	Units	Unit Price	Totals
10	DESIGN	1.000	LS	2,339,141.37	\$2,339,141.37
20	MOBILIZATION & PROJECT MANAGEMENT	1.000	LS	3,028,451.67	\$3,028,451.67
30	REMOVAL OF IMPROVEMENTS	1.000	LS	72,843.48	\$72,843.48
40	KANSAS GAS RELOCATION	1.000	LS	85,000.00	\$85,000.00
50	GARDNER WATER CASING & RELOCATION	1.000	LS	50,000.00	\$50,000.00
60	GARDNER ELEC RELOCATION TO LIFT STA	1.000	LS	93,600.00	\$93,600.00
70	WATER DIST #7 CASING & RELOCATION	1.000	LS	140,000.00	\$140,000.00
80	EROSION CONTROL	1.000	LS	196,250.00	\$196,250.00
90	CLEARING & GRUBBING	1.000	LS	46,503.30	\$46,503.30
100	GRADING	1.000	LS	2,457,072.03	\$2,457,072.03
110	FLOWABLE FILL	900.000	CY	190.03	\$171,027.00
120	18" RCP PIPE	6,573.000	LF	55.15	\$362,500.95
130	24" RCP PIPE CL III	3,368.000	LF	67.21	\$226,363.28
140	30" RCP PIPE CL III	223.000	LF	87.70	\$19,557.10
150	36" RCP PIPE CL III	598.000	LF	107.74	\$64,428.52
160	48" RCP PIPE CL III	977.000	LF	165.99	\$162,172.23
170	54" RCP PIPE CL III	442.000	LF	211.09	\$93,301.78
180	38" x 48" RCP PIPE CL III	101.000	LF	222.11	\$22,433.11
190	60" x 38" RCP PIPE CL III	85.000	LF	271.87	\$23,108.95
200	18" RCP FES	8.000	EA	1,188.82	\$9,510.56
210	24" RCP FES	3.000	EA	1,376.02	\$4,128.06
220	36" RCP FES	6.000	EA	2,111.60	\$12,669.60
230	54" RCP FES	1.000	EA	4,450.52	\$4,450.52
240	38" x 48" RCP FES	2.000	EA	3,246.97	\$6,493.94
250	60" x 38" RCP FES	2.000	EA	4,216.52	\$8,433.04
260	INLETS	104.000	EA	4,357.48	\$453,177.92
270	MANHOLES	2.000	EA	5,515.22	\$11,030.44
280	RCB 8x7	80.000	LF	1,530.30	\$122,424.00
290	RCB 2-6x5	90.000	LF	1,699.80	\$152,982.00
300	RCB 3-16x8	148.000	LF	5,064.48	\$749,543.04
310	HANDRAIL ON RCB	310.000	LF	100.51	\$31,158.10
320	SLOPE PROTECTION (RIP RAP)	3,924.000	CY	68.85	\$270,167.40
330	LIME TREATED SUBGRADE (6")	73,380.000	SY	7.18	\$526,868.40
340	LIME	908.000	TON	195.94	\$177,913.52
350	CEMENT TREATED BASE (4")	73,380.000	SY	13.71	\$1,006,039.80
360	AGGREGATE SURFACING (6")	3,500.000	SY	9.45	\$33,075.00
370	CONCRETE PAVEMENT (12")	70,860.000	SY	67.89	\$4,810,685.40
380	CONCRETE SAFETY BARRIER SPECIAL (42")	600.000	LF	269.58	\$161,748.00
390	TYPE 2 BARRIER (42")	900.000	LF	111.90	\$100,710.00
400	MOMENT SLAB	670.000	SY	65.92	\$44,166.40
410	CONCRETE MASONRY COATING	325.000	SY	10.76	\$3,497.00
420	SIMULATED STONE MASONRY STAIN	250.000	SY	71.02	\$17,755.00
430	CONCRETE DRIVEWAYS	500.000	SY	58.50	\$29,250.00
440	APWA CURB & GUTTER	30,500.000	LF	19.60	\$597,800.00
450	SIDEWALK	14,914.000	SY	35.39	\$527,806.46
460	ADA SIDEWALK RAMPS	29.000	EA	1,170.00	\$33,930.00
470	TRAFFIC SIGNAL CONDUIT	1.000	LS	29,250.00	\$29,250.00

Biditem	Description	Quantity	Units	Unit Price	Totals
480	BRIDGE LIGHTING	1.000	LS	222,300.00	\$222,300.00
490	PAVEMENT MARKING	1.000	LS	146,250.00	\$146,250.00
500	SIGNS	1.000	LS	29,250.00	\$29,250.00
510	FENCE	250.000	LF	70.20	\$17,550.00
520	MAINTAIN ACCESS	1.000	LS	206,850.02	\$206,850.02
530	SEEDING & MULCHING	1.000	LS	38,610.00	\$38,610.00
540	TRAFFIC CONTROL	1.000	LS	29,250.00	\$29,250.00
550	MSE WALLS	32,000.000	SF	70.20	\$2,246,400.00
560	GROUND IMPROVEMENTS	7,316.000	CY	19.45	\$142,296.20
570	2' CONCRETE GUTTER	400.000	LF	50.43	\$20,172.00
580	CLASS III EXCAVATION	462.000	CY	127.63	\$58,965.06
590	CONCRETE (GRADE 4.0) (AE)	919.600	CY	890.10	\$818,535.96
600	CONCRETE (GRADE 4.0) (AE) (SA)	1,865.800	CY	710.02	\$1,324,755.32
610	REINFORCING STEEL (GRADE 60)	230,000.000	LBS	1.22	\$280,600.00
620	REINFORCING STEEL (GRADE 60) (EPOXY COATED)	450,000.000	LBS	1.13	\$508,500.00
630	DRILLED SHAFT AND ROCK SOCKETS	286.000	LF	1,108.99	\$317,171.14
640	SONIC TEST (DRILLED SHAFT) (SET PRICE)	1.000	EA	11,407.50	\$11,407.50
650	PILES (STEEL) (HP 14X89)	639.000	LF	142.98	\$91,364.22
660	PRESTRESSED CONCRETE BEAM NU 70	4,296.000	LF	372.23	\$1,599,100.08
670	MULTI-LAYER POLYMER CONCRETE OVERLAY	3,920.000	SY	46.80	\$183,456.00
680	EXPANSION JOINT (STRIP SEAL)	54.500	LF	453.90	\$24,737.55
690	BRIDGE DRAINAGE SYSTEM	1.000	LS	10,050.56	\$10,050.56
700	BRIDGE BACKWALL PROTECTION SYSTEM	206.000	SY	30.99	\$6,383.94
710	AGGREGATE DRAIN SYSTEM	203.000	CY	212.57	\$43,151.71
720	NEOPRENE BEARING PADS	72.000	EA	1,273.59	\$91,698.48
730	BRIDGE FENCE	1,446.000	LF	128.70	\$186,100.20
740	BRIDGE APPROACH SLAB	303.000	SY	263.25	\$79,764.75
750	CONCRETE MASONRY COATING	573.000	SY	10.76	\$6,165.48
760	SIMULATED STONE MASONRY STAIN	573.000	SY	71.02	\$40,694.46
4000	187TH STREET EXTENSION	1.000	LS	352,676.13	\$352,676.13
	<b>GRAND TOTAL</b>				<b>\$28,724,625.13</b>



## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Ordinance No. 998 Annexing Land [Owned By Edgerton Land Holding Company] Into The City Of Edgerton, Kansas

**Department:** Administration

**Background/Description of Item:** Patrick Robinson, Vice President with Edgerton Land Holding Company (ELHC), owner of Parcel #2F221435-1001 located at 18501 Waverly Road has submitted a Consent for Annexation Form to request annexation into the City of Edgerton. City Attorney has requested an updated consent form clarifying the request is from ELHC. Staff anticipates having that request at City Council meeting on April 23, 2015. The existing Consent for Annexation Form is attached with a map of the property location.

Kansas Statute 12-520 states that the governing body of any city, by ordinance, may annex land to such city if that land adjoins the city and a written petition for consent to annexation is filed with the city by the owner. Edgerton Land Holding Company has filed that written petition and is located contiguous to property already within the City of Edgerton corporate city limits.

City Attorney prepared Ordinance No. 998.

Enclosure:     Draft Ordinance No. 998  
                     Consent for Annexation  
                     Property Map

**Related Ordinance(s) or Statute(s):** K.S.A. 12-520

**Recommendation:** Approve Ordinance No. 998 Annexing Land [Owned By Edgerton Land Holding Company] Into The City Of Edgerton, Kansas

**Funding Source:** N/A

Prepared by: Beth Linn, City Administrator  
Date: April 20, 2015

**ORDINANCE NO. 998**

**AN ORDINANCE ANNEXING LAND [OWNED BY EDGERTON LAND HOLDING COMPANY] INTO THE CITY OF EDGERTON, KANSAS**

**WHEREAS**, the land legally described in the attached **Exhibit A**, located at 18501 Waverly Road and consisting of approximately 77 acres, adjoins the City of Edgerton, Kansas; and

**WHEREAS**, the owner of the land described in **Exhibit A** attached hereto has signed a written consent authorizing the City to annex such land pursuant to K.S.A. 12-520, as amended, said Consent attached as **Exhibit A**; and

**WHEREAS**, the governing body of the City of Edgerton, Kansas finds it advisable to annex such land.

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

**SECTION ONE:** Annexed Property. That the land described in **Exhibit A** attached hereto is hereby annexed and made a part of the City of Edgerton, Kansas.

**SECTION TWO:** Filing of Ordinance. The Clerk of the City of Edgerton, Kansas shall cause a certified copy of this ordinance to be filed with the County Clerk, Register of Deeds, and County Election Commissioner of Johnson County, Kansas.

**SECTION THREE:** Effective Date. This ordinance shall take effect and be in force from and after its adoption and publication in the official newspaper of the City of Edgerton, as provided by law.

**ADOPTED AND APPROVED** this 23rd day of April, 2015, by the Governing Body of the City of Edgerton, Kansas.

---

Donald Roberts, Mayor

Attest:

---

Janeice L. Rawles, City Clerk

Approved as to form and legality:

---

Patrick G. Reavey, City Attorney

# EXHIBIT A

## CONSENT FOR ANNEXATION (Adjoining Property By Request)

TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land (approximately 77 acres) hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

LEGAL DESCRIPTION: The West Half of the Northwest Quarter of Section 35, Township 14, Range 22 in Johnson County, Kansas EXCEPT that part in roads.

PARCEL NUMBER: 2F221435-1001

PROPERTY ADDRESS: 18501 Waverly Road

The undersigned further warrants and guarantees that Edgerton Land Holding Company is the only owner of record of the land, and he is authorized to sign this Consent.

### OWNER OF LAND TO BE ANNEXED:

---

Printed Name

Title

Signature

**CONSENT FOR ANNEXATION FORM**  
(Adjoining Property by Request)

TO: The Governing Body of the City of Edgerton, Kansas.

The undersigned owner of record of the following described land hereby petitions the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

*[Insert or attach full legal description]*

The West Half of the Northwest Quarter of Section 35, Township 14, Range 22 in Johnson County, Kansas, EXCEPT that part in roads.

The undersigned further warrants and guarantees that they are the only owner(s) of record of the land.

**OWNERS OF LAND TO BE ANNEXED:**



Signature

Patrick Robinson

Printed Name

4/13/2015

Date

Signature

Printed Name

Date

Signature

Printed Name

Date





## AGREEMENT CONSULTANT-CLIENT

**THIS AGREEMENT** made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and City of Edgerton, Kansas, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

Construction Administration and Observation Services for
Waverly Road (BNSF Railroad to 196 <sup>th</sup> Street)
Edgerton, Kansas

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

### SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

- 1.7 "Consulting Services" or "Engineering Services" or "Architectural Services" or "Survey Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 "Services" is a description of the required work as shown in **Exhibit 1**.
- 1.9 "Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

## SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 **SCOPE OF SERVICES:** The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

### 2.2 GENERAL DUTIES AND RESPONSIBILITIES

- 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	David Hamby, P.E., CFM
Address:	1405 Wakarusa Drive
	Lawrence, KS 66049
Phone:	785-749-4474

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT's profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance in the amount of no less than \$1,000,000 per occurrence (CGL), (iii) automobile liability insurance for bodily injury and property damage and (iv) Professional liability insurance in the amount of no less than \$1,000,000 per occurrence. CLIENT shall be added as an additional insured for said insurance and proof of the same provided to CLIENT.
- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the



Geotechnical firm's work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties, the CONSULTANT shall in no way be liable to either the CLIENT or such third parties in any manner whatsoever for such Services or for payment thereof.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Professional Responsibility:** The CONSULTANT will exercise reasonable skill, care and diligence in the performance of its Services as is ordinarily possessed and exercised by a licensed professional performing the same Services under similar circumstances.
- 2.2.11. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

### **SECTION 3 – CLIENT RESPONSIBILITIES**

#### **3.1 GENERAL DUTIES AND RESPONSIBILITIES**

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.



- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: Beth Linn  
Address: PO Box 255, 404 E. Nelson St.  
Edgerton, KS 66021  
Phone: 913-893-6231

## SECTION 4 – PAYMENT

### 4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 2 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement and shall be completed on or before July 1, 2016. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit 2, and reimbursable expenses not contemplated in this Agreement will be charged at actual cost ~~plus ten (10) percent~~. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** Reimbursable expenses ~~plus ten (10) percent~~ shall be charged. Reimbursable expenses include, but are not limited to, ~~expenses of transportation in connection with the Project; expenses in connection with authorized out of town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested~~

by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.

- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay the CONSULTANT within ten (10) days of approval by the governing body.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services in a timely manner according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates per Exhibit 2. CONSULTANT shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the attached hourly rate schedule attached as Exhibit 2. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

## SECTION 5 – MUTUAL PROVISIONS

### 5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing

written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hour's notice.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.

5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. The CLIENT also retains all its rights and remedies against the CONSULTANT, including, but not limited to, its rights to sue for damages, interest and attorney fees.

5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

## 5.2 DISPUTE RESOLUTION

5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. CLIENT and CONSULTANT hereby waive the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

## 5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however that CONSULTANT may retain one (1) copy of all such documents. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT's right of use of instruments of service, if any, is limited to that use on the Project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

#### 5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and save CONSULTANT, its offices and employees harmless from and against any liability, claim, judgment, demand or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless CONSULTANT from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.
- 5.4.3. CONSULTANT shall indemnify and save CLIENT and its employees and officials from loss to the extent caused or incurred as a result of the negligence, errors or omissions of the CONSULTANT, its offices or employees in performance of Services pursuant to this Agreement.

#### 5.5 ENTIRE AGREEMENT

- 5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

#### 5.6 APPLICABLE LAW

- 5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

#### 5.7 ASSIGNMENT OF AGREEMENT

- 5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

#### 5.8 NO THIRD PARTY BENEFICIARIES

- 5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

#### 5.9 LIMITATION OF LIABILITY

- 5.9.1. For any alleged breach of CLIENT's standard of care hereunder, CLIENT'S remedy shall, if practical, be to require CONSULTANT to re-perform any defective Services. If re-performing the defective services is not practical (for example, the item to be inspected has already been enclosed in concrete or the construction work is already complete at the time the defect is discovered), then the total liability of CONSULTANT, its officers, directors and employees

for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services or the insurance coverage required by subsection 2.2.4 of this Agreement, whichever is greater. All claims by CLIENT shall be deemed relinquished unless filed within the applicable statute of limitations for the claim asserted.

- 5.9.2. CLIENT agrees that any claim for damages filed against CONSULTANT by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against CONSULTANT or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.

#### 5.10 COMPLIANCE WITH LAWS

- 5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are complete. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

#### 5.11 TITLES, SUBHEADS AND CAPITALIZATION

- 5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

#### 5.12 SEVERABILITY CLAUSE

- 5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

#### 5.13 FIELD REPRESENTATION

- 5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

#### 5.14 HAZARDOUS MATERIALS

- 5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONSULTANT:**

**CLIENT:**

**BG Consultants, Inc.**

**City of Edgerton, Kansas**

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



Printed Name: David J. Hamby, P.E., CFM

Title: Vice President

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

Printed Name: Donald Roberts

Title: Mayor

END OF CONSULTANT-CLIENT AGREEMENT

## **EXHIBIT 1**

### **SCOPE OF SERVICES**

#### **Edgerton, Kansas Waverly Road Project**

##### **I. PROJECT LOCATION AND DESCRIPTION**

- a. Provide professional services described as follows: Provide construction administration and observation services for the construction of Waverly Road (from BNSF Railroad to 196<sup>th</sup> Street) in Edgerton, Kansas.

##### **II. INFORMATION GATHERING**

- a. Meet with Edgerton staff to determine specific project needs and general project desires of the CLIENT. Receive and review available information, reports and plans.

##### **III. CONSTRUCTION OBSERVATION**

- a. Perform construction observation of the Project as required.
- b. Keep CLIENT informed of any significant issues, problems, or changes to the plans during construction.
- c. Provide detailed daily reports of construction activity, review testing reports, calculate quantities and review pay requests, provide technical support in the field to City Staff, serve as the conduit for communication between the Contractor and the CLIENT, make recommendation on disposition of questionable product and maintain a professional relationship with the project team.
- d. Coordinate work and review monthly invoices of testing companies the City has contracted to provide testing services.
- e. Complete and submit paperwork and documentation required during the project and final paperwork and documentation to complete the project.
- f. At completion of project, assist the Design Engineer in providing as-built drawings to CLIENT for their permanent records.

##### **IV. SCHEDULE**

- a. Provide construction observation services on days and times as required to observe and document work being performed by the contractor.

**EXHIBIT 2**  
**COST AND SCHEDULE**

**BG CONSULTANTS HOURLY RATES FOR 2015**

<u>POSITION</u>	<u>PER HOUR</u>
PRINCIPAL	\$189.00
PROJECT ENGINEER IV	\$166.50
PROJECT ENGINEER III	\$151.00
PROJECT ENGINEER II	\$140.50
PROJECT ENGINEER I	\$118.50
SENIOR DESIGN ENGINEER	\$140.50
DESIGN ENGINEER	\$107.50
ASSISTANT DESIGN ENGINEER	\$86.50
TECHNICIAN II	\$91.50
TECHNICIAN I	\$84.50
SENIOR CONSTRUCTION OBSERVER	\$102.50
CERTIFIED CONSTRUCTION OBSERVER	\$81.50
CONSTRUCTION OBSERVER	\$74.00
SENIOR PROJECT SURVEYOR	\$172.00
PROJECT SURVEYOR	\$126.50
FIELD SUPERVISOR	\$99.50
SURVEYOR	\$72.00
GPS SURVEYOR	\$105.50
CAD SYSTEM AND OPERATOR	\$104.50
CLERICAL	\$54.00

1) The hourly rates shown above are effective for services through December 31 of the contract year and are subject to revision annually.

2) For any Federal Wage and Hour Law non-exempt personnel, overtime will be billed at 1.5 times the hourly labor billing rates shown.



**EXHIBIT 3**  
**SPECIAL PROVISIONS**

1. A progress report will be provided with the monthly invoice. The report will include the current project invoice totals as well as the total amount billed to date. The report will inform the CLIENT of any unexpected issues that may create a need for an adjustment of the budgeted amount. The CONSULTANT will be available to discuss the progress report with the CLIENT if needed.

# KRUGER TECHNOLOGIES, INC.

GEOTECHNICAL ENVIRONMENTAL TESTING INSPECTION

8271 MELROSE DRIVE LENEXA, KS 66214 PH 913-498-1114 FAX 913-498-1116 KTIKC@KTIONLINE.COM

April 16, 2015

Beth Linn  
City of Edgerton  
404 East Nelson  
Edgerton, KS 66201

Re: Waverly Road  
KTI Proposal No. 15CS096

Dear Ms. Linn:

Kruger Technologies, Inc. is pleased to submit this construction phase materials testing proposal for the above referenced project. After we reviewed the preliminary information provided by you, we developed an outline of the information and testing we feel is required by the project specifications.

We have included consideration of the following items in the scope of proposed services:

- Testing of Concrete
- Testing of Soils
- Observation of Piers/ Piles/ Caissons
- Engineered Grading and/or Fill
- Verification of Soils
- Structural Welding

Please note that we have relied upon Clarkson's construction schedule dated 3/31/15 in formulating this proposal. Should the actual construction schedule or the above listed scope of services change, we would be happy to submit a proposal incorporating that information.

KTI meets the requirements of Small Business Entity (SBE) as defined by the Small Business Administration.

Based on the information available at this time, we estimate a total of seventy four thousand eight hundred seventy five dollars and no cents (\$74,875.00). Please sign and return a copy of this proposal as your notice to proceed.

Thank you for the opportunity to work with City of Edgerton. We look forward to providing your organization with prompt, quality service.

Sincerely,  
**Kruger Technologies, Inc.**



Dylan Kruger  
*Vice President*



Otto J. Kruger, Jr., P.E.  
*President*

**Kruger Technologies, Inc.**

Kansas City | Whiteman Air Force Base | Fort Leonard Wood | Wichita  
*Learn more at [www.ktionline.com](http://www.ktionline.com)*

8271 Melrose Drive  
Lenexa, KS 66214  
Ph (913) 498-1114  
Fax (913) 498-1116  
[www.ktionline.com](http://www.ktionline.com)

**Project:** Waverly Road  
**Location:** Edgerton. Kansas

**Proposal Number:** 15CS096  
**Proposal Date:** 4/16/2015

**Name:** Ms. Beth Linn  
**Company:** City of Edgerton  
**Address:** 404 East Nelson  
Edgerton, KS 66201

**Phone:** (913) 893-6231  
**Fax:** (913) 893-6232

**Email:** [blinn@edgertonks.org](mailto:blinn@edgertonks.org)

Category	Field Services	Hours/Qty	Rate	Amount
Soil Tests	Nuclear Compaction Testing - Soil, per hour	300	50.00	15,000.00
Soil Tests	Nuclear Equipment Charge, per day	75	35.00	2,625.00
Soil Tests	Transportation, per trip	75	25.00	1,875.00
Concrete	Concrete Testing, per hour	510	50.00	25,500.00
Concrete	Transportation, per trip	85	25.00	2,125.00
Welds/Bolts	Special Inspection - Welding/Structural Steel, per hour	40	50.00	2,000.00
Welds/Bolts	Transportation, per trip	10	25.00	250.00
Pier Cert.	Special Inspection - Piers/Piles/Caissons, per hour	80	50.00	4,000.00
Pier Cert.	Transportation, per trip	10	25.00	250.00
<b>Field Services Subtotal:</b>				<b>\$53,625.00</b>

Category	Laboratory Investigations	Hours/Qty	Rate	Amount
Soils	Std Proctor - D698 Type AB	4	170.00	680.00
Soils	Std Proctor - D698 Type AB with fly ash/ lime	4	250.00	1,000.00
Soils	Std Proctor - D698 Type C	1	180.00	180.00
Soils	Atterberg Limits - D4318, 3 point	8	90.00	720.00
Comp/Flex	Comp. Strength - Concrete, Mortar, Grout; per specimen	500	13.00	6,500.00
<b>Laboratory Investigations Subtotal:</b>				<b>\$9,080.00</b>

Category	Consultation or Services	Hours/Qty	Rate	Amount
Engineer	Principal - Professional Engineer	6	150.00	900.00
Engineer	Project Manager	12	92.50	1,110.00
Engineer	Professional Engineer - Report Review	58	125.00	7,250.00
Admin	Admin/Report Generation	29	40.00	1,160.00
Technician	Sample Retrieval, per hour	35	50.00	1,750.00
<b>Consultation Services Subtotal:</b>				<b>\$12,170.00</b>

**Total Estimated Cost:** **\$74,875.00**

## Special Considerations

1. Technician rates for field / laboratory are based on an 8-hour day, 40-hour workweek. For Premium Time (weekends, weekdays between the hours of 6:00 PM and 6:00 AM and holidays), rates will be 1.5 times the hourly rate. Holiday Time (Federal Holiday) rates will be 2 times the hourly rate. Resident inspector rates are based on an 8-hour day, 40-hour workweek and 4-week period.
2. "On-Call" testing must be scheduled at least 24 hours in advance. A minimum of two hours will be billed to the client for late cancellations or test cancellations on-site.
3. We perform all testing in accordance with the American Society for Testing and Materials (ASTM). All KTI technicians are experienced and certified.
4. Price per test, price per day, and any additional testing is available upon request. Any tests requiring special equipment or personnel will be quoted on an individual basis. The above prices apply only to standard tests and services.
5. Payment terms: Unit Rate Proposals: Payment is due upon receipt of invoice and is past due thirty (30) days from 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 invoices. Pay-When-Paid Contracts: KTI shall invoice Client monthly. Client will review and accept the invoice or give written notice within ten (10) days of any questions or discrepancies. Accepted invoice will be submitted on Client's next invoice to Owner. Client shall pay KTI within 14 days of receiving payment from Owner. No retainage shall be held on this project.
6. As a mutual protection to clients, the public, and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.
7. This proposal reflects a Professional Engineer charge of 0.5 hours for every 8 technician hours to cover test evaluation and report review.
8. This proposal reflects a Clerical/ Administrative Assistant charge of 0.25 hours for every 8 technician hours to cover report preparation.
9. Transportation costs are based on \$0.50 per mile.
10. This proposal / schedule of rates may be withdrawn if not accepted within thirty (30) days.
11. Reports relate only to those items tested or calibrated.
12. Reports shall not be reproduced, except in full, without prior written approval from KTI.
13. Report Distribution. In an effort to support green initiatives, this proposal includes the emailing of report copies to a circulation list to
14. This is an estimate based on the currently available information for this project and historical performance on similar projects. Final costs will be controlled by items such as contractor performance, project schedule, and final scope of services actually provided. Should changes or additions occur subsequent to acceptance of this proposal, those items would be negotiated as soon as the change in scope is defined. This proposal is based on providing services to the extent identified herein. Actual billing will be based on work performed as outlined in the proposal.
15. Test methods are covered by KTI's Army Corps of Engineers scope of validation.

Respectfully submitted,  
**Kruger Technologies, Inc.**



Otto J. Kruger, Jr., PE  
President  
[15CS096]:[04/16/15]

Accepted:

Company: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

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

# PROVISIONS

## 1. RIGHT OF ENTRY

The Client will provide for the right of entry for KTI and all necessary equipment in order to complete the work.

While KTI will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically stipulated by line item.

## 2. CONSTRUCTION SITE OBSERVATION

At construction sites, the presence of KTI field representatives will be for the purpose of providing observation and field testing of only the work with which KTI has agreed to be involved. Opinions of KTI as to the contractor's adherence to plans and specification will be reported. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is also understood that our firm will not be responsible for job or site safety on this project. It is our understanding that job and site safety will be the sole responsibility of the contractor.

## 3. UTILITIES

In the execution of this work, KTI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities.

The Client agrees to hold KTI harmless from any damages to subterranean structures which are not called to the attention of KTI and correctly shown on the plans furnished.

## 4. SAMPLES

KTI will retain all soil, rock, and material samples for 30 days. Further storage or transfer of samples can be made at Client expense upon written request.

## 5. UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. KTI and the Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. KTI and the Client also agree that the discovery of unanticipated hazardous materials will make it necessary for KTI to take immediate measures to protect human health and safety, and/or the environment. KTI agrees to notify the Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Client encourages KTI to take any and all measures that in KTI's professional opinion are justified to preserve and protect the health and safety of KTI's personnel and the public, and/or the environment, and the Client agrees to compensate KTI for the additional cost of such work. In addition, the Client waives any claim against KTI, and agrees to indemnify, defend and hold KTI harmless from any claim or liability for injury or loss arising from KTI's encountering of unanticipated hazardous materials or suspected hazardous materials. The Client also agrees to compensate KTI for any time spent and expenses incurred by KTI in defense of any such claim, with such compensation to be based upon KTI's prevailing fee schedule and expense reimbursement policy.

## 6. DISPOSAL OF HAZARDOUS MATERIALS AND CONTAMINATED EQUIPMENT

KTI does not create, generate, or at any time own or take possession of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the Client, and responsibility for proper disposal is the Client's, unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the Client. The Client shall purchase all such equipment and it shall be turned over to the Client for proper disposal unless prior alternate contractual arrangements are made.

## 7. INVOICES

KTI will submit invoices to the Client monthly and/or bimonthly, and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from 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.

## 8. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by KTI as instruments of service, shall remain the property of KTI.

The Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for will be returned upon demand and will not be used by the Client for any purpose whatsoever.

Unless otherwise directed by written permission from the client, reports and other work will not be forwarded to any other parties.

## 9. STANDARD OF CARE

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

The Client recognizes that the subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by KTI and that the data, interpretations and recommendations of KTI are based solely on the available information. KTI will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

## 10. LIMITATION OF LIABILITY

The Client agrees to limit the liability of KTI and its employees and agents to the Client and all construction contractors and subcontractors on the project arising from the professional acts, errors, or omissions of KTI and its employees and agents, such that the total aggregate liability of KTI to all those named shall not exceed \$50,000 or KTI's total fee for the services rendered on the project, whichever is greater. The Client further agrees to require of the contractor and his subcontractors an identical limitation of liability for damages suffered by the contractor or the subcontractor arising from the professional acts, errors or omissions of KTI and its employees and agents. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of KTI's professional acts, errors or omissions.

## 11. INSURANCE AND INDEMNIFICATION

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

The Client acknowledges that KTI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site. KTI's compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. Accordingly, except as expressly provided in this contract, the Client waives any claim against KTI and agrees to indemnify and hold KTI, its agents, and employees harmless from any claim, liability or defense cost, by any party from such exposures allegedly arising out of or related to KTI's performance of services hereunder.

## 12. ASSIGNMENT

Neither the Client nor KTI may delegate, assign, sublet, or transfer duties or interest in this Agreement without the written consent of the other party.

## 13. TERMINATION

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party 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, KTI shall be paid for services performed to the termination notice date plus reasonable termination expenses.

## 14. PRECEDENCE

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

# KRUGER TECHNOLOGIES, INC.

**Corporate Location:**

8271 Melrose Drive  
Lenexa, KS 66214  
Phone: 913.498.1114  
Fax: 913.498.1116

**Additional Locations:**

Whiteman Air Force Base  
219 B North State Street  
Knob Noster, MO 65336

McConnell Air Force Base

Ft. Leonard Wood  
1105 Historic 66 West  
Waynesville, MO 65583

**Online:**

Email: [ktikc@ktionline.com](mailto:ktikc@ktionline.com)  
Website: [www.ktionline.com](http://www.ktionline.com)

**Principal Contacts:**

O.J. Kruger, Jr. P.E., President  
Dylan Kruger, Vice President

**Number of Staff:**

25

**States of Professional Licensing:**

Kansas and Missouri

**Description of Services:**

KTI is a full services professional consulting and testing facility offering a broad spectrum of design through construction phase services to the owner, contractor, and their professional consultants. These services include:

- Consulting
- Geotechnical Exploration and Reports
- Environmental/Geo-environmental Services and Assessments
- Construction Material Testing of Soil, Concrete, Masonry, Asphalt and Aggregate
- IBC/AWS/ CWI Special Inspection
- Resident Engineering Services

**Representative Organizations:**

American Concrete Institute  
American Society for Testing and Materials  
American Society of Civil Engineers  
International Conference of Building Officials

**Kruger Technologies, Inc.**

Kansas City | Whiteman Air Force Base | Fort Leonard Wood | McConnell Air Force Base

*Learn more at [www.ktionline.com](http://www.ktionline.com)*

# KRUGER TECHNOLOGIES, INC.

## Field Services Provided

### Environmental

Phase I, II and III Environmental Services  
Environmental Monitoring and Sampling  
Underground Storage Tank Investigation  
Surface/Subsurface Soil and Water Sampling  
Storm Water Runoff Sampling and Evaluation  
Wastewater Monitoring, Sampling and Analysis  
RCRA Sampling and Analysis  
Water Quality Analysis and Evaluation  
Collection of Soil and Hazardous Substance  
Monitoring Well Installation  
Environmental Sampling for Contaminants of Soil, Surface  
and Ground Water

### Soils

Geotechnical Explorations  
Test Borings  
In-site Moisture and Density  
Penetrometer Testing  
Nuclear Compaction  
Sand Core  
Sub-grade Placement & Proof-rolling Inspection  
Foundation Excavation Observations  
Drilled Shaft, Pier and Pile Installation  
Special Inspection  
Field CBR Testing

### Concrete

Concrete Placement Inspection  
Compressive and Flexural Strength  
Specimen Preparation  
Slump, Air Content, Temperature and Unit Weight  
Guniting, Placement Inspection and Coring  
Reinforcing Steel Inspection  
Special Inspection

### Structural Steel

Steel Placement Inspection  
Field Welded/Bolted Connections  
Fabrication Shop QA Inspections  
Special Inspection

### Masonry

Structural Masonry Inspection  
Compressive Strength Specimen  
Slump, Temperature, Unit Weight  
Concrete Masonry Units/Block Compressive Strength  
Special Inspection

### Aggregates

Nuclear Compaction  
Proofroll

### Asphalt

Nuclear Compaction  
Coring

### Miscellaneous Inspections

Spray-Applied Fire Proofing Density/Thickness/Adhesion  
Vibration Monitoring

## Laboratory Services Provided

Testing is sent to certified and accredited laboratories

Swell/Consolidation Characteristics  
Atterberg Limits/Classification  
Moisture Content/ Dry Density  
Unconfined Compressive Strength  
Specific Gravity  
Hydrometer/Gradation  
Triaxial Compressive Strength  
Permeability  
Bedrock Compressive Strength  
Mix Design and Trial Batches  
Permeability

Mix Design and Trial Batches  
Storing and Curing  
Compressive and Flexural Strength  
Rapid Chloride Permeability  
Surface Moisture Testing  
Shrinkage

Compressive Strength  
Moisture/Absorption/Density-Lineal  
Shrinkage and Efflorescence of CMU

Sieve Analysis  
Proctor  
Minimum/Maximum Density

Marshall Density      Thickness/Density  
Extraction/Gradation      Flow/Stability

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# KRUGER TECHNOLOGIES, INC.

## **KDOT I-635 Paving**

*WA Ellis Construction Company*

Two-year Resident Inspection project including quality control materials testing and inspection of concrete pavement, cement treated base and laboratory testing for three miles of highway pavement replacement from State Avenue north to the Missouri River in Kansas City, Kansas.



## **Final Design Barry Road from Congress to Potomac**

*Shafer, Kline & Warren, Inc.*

KTI provided drilling, laboratory testing and geotechnical engineering services on this project, including oversight of technical consultation by members of Adaptive Ecosystems. A significant challenge of this project included drilling in ground conditions containing extensive limestone boulders and slump blocks, as well as identifying the actual bearing material to be used of the foundations of a new bridge structure.

## **Grain Valley I-70 Interchange**

*Transystems Corporation*

KTI provided geotechnical drilling, laboratory testing and pavement recommendations for the design of major improvements of a highway interchange in Grain Valley, Missouri.

## **KDOT Webster Street Improvements**

*HNTB*

KTI provided construction phase materials testing for the Webster Street Improvements located in Spring Hill, Kansas. The project consisted of the testing of compacted soils, concrete and laboratory testing.

## **KCATA Troost BRT**

*Shafer, Kline & Warren*

KTI performed geotechnical exploration, pavement recommendations and materials testing and Special Inspections including verification of soil, testing of concrete and inspection of rebar placement for the project. The project included renovations and improvements to multiple bus terminal locations throughout Kansas City, Missouri.

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# KRUGER TECHNOLOGIES, INC.

## Otto. J. Kruger, Jr., P.E.

### President

Phone: (913) 498-1114 • [ojkruger@ktionline.com](mailto:ojkruger@ktionline.com)

<b>Years of Experience:</b>	30
<b>Education:</b>	B.S. Civil Engineering—University of Kansas
<b>Continuing Education:</b>	Radiation Safety Officer Certification; Professional Engineer, Kansas and Missouri.
<b>Organizations, Training, Publications, Awards:</b>	American Society of Civil Engineers, International Conference of Building Officials, American Concrete Institute, Lake Winnebago City Alderman, Director of Public Works 1995-1997, National Youth Sports Coach's Association Coach's Certification, Boy Scouts of America Committee Chair, Pack 3384

Mr. Kruger joined KTI in 1990 with a desire and ambition to broaden and strengthen KTI's client base through his knowledge and experience in the engineering and construction fields. As a professional Engineer for KTI, Mr. Kruger oversees company operations at construction sites, remote field offices and regional locations. He comes to KTI with over 30 years experience in construction with 20 years specializing in geotechnical investigation, environmental services, special inspections and construction phase materials testing.

Due to his early background in civil and structural design, Mr. Kruger is uniquely qualified to assist in the services that KTI provides to clients in all phases of project development from project feasibility through final construction and project close-out. Geotechnical explorations, environmental services, construction document review, special instructions, material testing and conformance to contract documents are provided under Mr. Kruger's oversight to efficiently and economically service KTI's clients.

### Project Experience:

- KDOT Webster Street Improvements
- KDOT I-635 Pavement Replacement State Avenue to Missouri River
- MODOT Flintlock Overpass of I-29
- MODOT J7P0787T Route 71 Improvements
- Pershing and Pennway Bridge Replacement
- Rhinehart Road bridge Replacement
- Lexington Avenue Bridge Repairs
- Reinking Road Bridge Replacement

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## Donald Barry Smith

Engineering Field Technician

**Years of Experience:** 4

**Certifications, Licenses, Training and Professional Organizations:**

ACI Concrete Field Testing Technician —  
Grade I  
ACI Concrete Construction Special Inspector  
Nuclear Safety Training Certification  
MODOT Concrete Field Technician  
MODOT Soil Density Technician

Mr. Smith has eight years of industry experience in all aspects of commercial and residential construction. His experience in concrete work includes formwork, placement, finishing and equipment operations.

Mr. Smith's duties at KTI include performing testing and inspection of concrete, soil, aggregate and asphalt for various projects in the Kansas City area. He functioned as the lead field technician for KTI projects including the KCATA State Avenue Corridor Improvements, MODOT Flintlock Overpass of I-29, the MODOT Route 24 Bridges, MODOT Oak Grove Improvements and MODOT Route 48 Improvements.

### Project Experience:

- KCATA State Avenue Corridor Improvements
- KCATA State Avenue 47th and State Transit Center
- KCATA Missouri Corridor Improvements
- MODOT Flintlock Overpass of I-29
- MODOT J7P0787T Route 71 Improvements
- MODOT Bates County Highway Improvements
- MODOT Route 24 Bridges
- MODOT Route 48 Improvements
- MODOT Oak Grove Improvements

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April 16, 2015

David Hamby  
BG Consultants  
1405 Wakarusa Drive  
Lawrence, Kansas 66049

Phone: 785-749-4474  
Email: davidh@bgcons.com

Re: Proposal for KDOT Certified Technician Services  
Waverly Road

PSI Proposal Number 0353-150127

Dear Mr. Hamby:

**Professional Service Industries, Inc. (PSI)** is pleased to submit this proposal to provide KDOT Certified Technicians for the Waverly Road project. This proposal contains our fees and understanding of the required scope of services based on the information provided by David Hamby in an email dated April 8, 2015. PSI has provided a pricing scenario on a weekly basis to provide a KDOT Certified Technician, equipment and vehicle to provide quality control testing for the project. PSI anticipates times that will require two technicians be onsite at the same time. This is included as a daily rate.

Based on your request, PSI is proposing one KDOT Certified Technician for a duration of approximately 6 months. For budgeting purposes, the pricing scenario provided is based on a 40-hour work week with unit rates for overtime. This time includes daily travel time to and from the jobsite to PSI's laboratory.

## **ESTIMATED BUDGET**

Based on the information provided, PSI proposes to provide our services on a unit rate basis and the line items noted for the individuals who will be involved. These rates are given in the format of weekly and daily rates.

PSI understands that the duration of activities requiring the bulk of the testing will occur between May, 2015 and November, 2015; or a duration of approximately 6 months. A full-time presence is included for the majority of this time.

Based on our experience with projects of this nature we have developed the fee estimate using an estimated workweek of 40 man-hours (Monday-Friday) per week. In addition, you will note that the general matrix of fees includes the utilization of the necessary equipment to conduct the required tests.

## Budget Fee Proposal

### 1. Weekly Rate for KDOT Certified Technician (Based on full time services)

Estimate 40 hours per week straight time  
Truck and travel rate  
Nuclear Density Gage  
Project Management & Report Review  
Overtime \$65.00 per hour

Weekly Rate Inclusive – Technician and equipment **\$ 2,500.00 per week**

### 2. Daily Rate for KDOT Certified Technician

Estimate 8 hours per day  
Truck and travel rate  
Nuclear Density Gage  
Project Management & Report Review

Daily rate inclusive – Technician and equipment **\$ 500.00 per day**

Based on the assumptions noted above and the duration of activity the following budget estimate can be given for the field personnel:

1. 26 weeks – Full Time Technician (\$2,500/week)	\$ 65,000.00
2. 30 days – Technician (\$500/day)	\$ 15,000.00

**Subtotal \$80,000.00**

## Authorization

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. PSI will proceed with the work upon receipt of authorization.

PSI appreciates the opportunity to offer our services to your project and look forward to working with you. Please call with questions you may have, or if PSI can be of additional service.

Respectfully submitted,  
Professional Service Industries, Inc.

  
Ryan Hankins  
Department Manager  
Construction Services

  
William Odell  
Project Manager

Attachments: General Conditions  
Laboratory Fee Schedule

**SCHEDULE OF SERVICES AND FEES**  
Effective: January 1, 2014

**LABORATORY TESTING SERVICES**

**Soils:**

Atterberg Limits Determination (LL/PI) .....	Each	\$	90.00
Moisture Content .....	Each	\$	10.50
Moisture/Density Relationship (Proctor):			
ASTM D698 (Standard) .....	Each	\$	160.00
Oversized Correction .....	Each	\$	50.00
Organic Content .....	Each	\$	50.00

**Concrete:**

Concrete Compression .....	Test	\$	14.50
Concrete Compression of Drilled Core .....	Test	\$	35.00
Concrete Core Thickness (C174/T148) .....	Each	\$	25.00
Flexural Strength of Concrete (Beams) .....	Test	\$	45.00

**Aggregate Materials:**

Deleterious (shale/soft-friable) (KDOT) .....	Test	\$	75.00
Gradation (C136) .....	Test	\$	77.00
Gradation (C136) Coarse Aggregate Large Size (> 1") .....	Test	\$	130.00
Materials Finer than #200 in Aggregates (C117) .....	Test	\$	48.00

**Asphaltic Concrete Testing:**

Asphalt Core Density .....	Test	\$	15.00
Asphalt Extraction and Gradation .....	Test	\$	130.00
Asphalt Extraction and Gradation Large Size (> 1") .....	Test	\$	175.00
Asphalt Marshall Density (includes molding of 3 specimens) .....	Set of 3	\$	134.00
Asphalt Marshall Stability and Flow .....	Set of 3	\$	130.00
Gyratory Pill Compaction with Density (150 mm) .....	Test	\$	110.00
Marshall Pill Compaction .....	Test	\$	15.00
Maximum Theoretical Specific Gravity (Rice Test) .....	Test	\$	110.00
Tensile Strength Ratio (TSR) .....	Test	\$	375.00

**EQUIPMENT**

**Concrete/Asphalt Coring Equipment**

Diamond bit core barrel .....	Per Inch	\$	6.00
Coring Machine .....	Per Day	\$	175.00
Hole Patch (non-shrink grout) .....	Cost Plus 25%		

Nuclear Density Gauge .....	Per Hour	\$	10.00
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**REMARKS**

- 1) Unit prices attached are in effect for twelve (12) months from the date of this proposal. Services and fees not listed above will be quoted upon request.
- 2) Services will be charged on a whole hourly basis from the time the engineer or technician leaves the office until he/she returns from the project (portal to portal). All field services will be billed a four (4) hour minimum per trip. Vehicle charges will be based on \$0.75 per mile.
- 3) Scheduling or cancellation of field testing and observation services is required 24 hours prior to services being performed on the next business day. Services cancelled without advance and/or inadequate notice will be assessed a minimum 3 hour charge.
- 4) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly unit rate. Surcharges for laboratory services during overtime hours or for expedited results may apply.
- 5) Transportation and per diem are charged at the applicable rates. Rates involving mileage (including transportation, mobilization, vehicle, and trip charges) are subject to change based upon increases in the national average gasoline price. A fuel surcharge shall be applied to invoices to offset the increase in fuel prices. Increases shall be made no more often than monthly.
- 6) Unless noted otherwise: Concrete cylinders are made in accordance with ASTM C-31(4x8 cylinders) except for Section 10.1.2. Asphalt field compaction tests are performed in accordance with ASTM D-2950 except Section 3.5 unless noted otherwise. Asphalt extraction data from ASTM D-6307 Method B except Section 12.
- 7) For all PSI services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 8) A project set-up charge of \$125.00 applies to each project.
- 9) Kansas City, Missouri Bi-Weekly Reporting will be assessed a Project Management fee on an hourly basis.
- 10) A Final Special Inspection Report fee of \$250.00 will be charged (if required).
- 11) The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminate amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be completely eliminated. However, PSI offers a wide array of professional Moisture, Roofing and Indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, PSI will submit a proposal for these additional services under a separate cover for your review and authorization.

**PROPOSAL ACCEPTANCE:**

<b>AGREED TO, THIS</b> _____	<b>DAY OF</b> _____	<b>, 2015</b>
<b>BY</b> (please print name): _____		
<b>TITLE:</b> _____		
<b>COMPANY:</b> _____		
<b>SIGNATURE:</b> _____		

**PROJECT DATA SHEET****PROJECT INFORMATION:**

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

Project Location: \_\_\_\_\_

Your Job No: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_

Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**EMAIL ADDRESSES FOR REPORT DISTRIBUTION:**

Name: _____	Name: _____
Company: _____	Company: _____
Email: _____	Email: _____
Name: _____	Name: _____
Company: _____	Company: _____
Email: _____	Email: _____
Name: _____	Name: _____
Company: _____	Company: _____
Email: _____	Email: _____

**INVOICING ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Other Pertinent Information Or Previous Subsurface Information Available:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

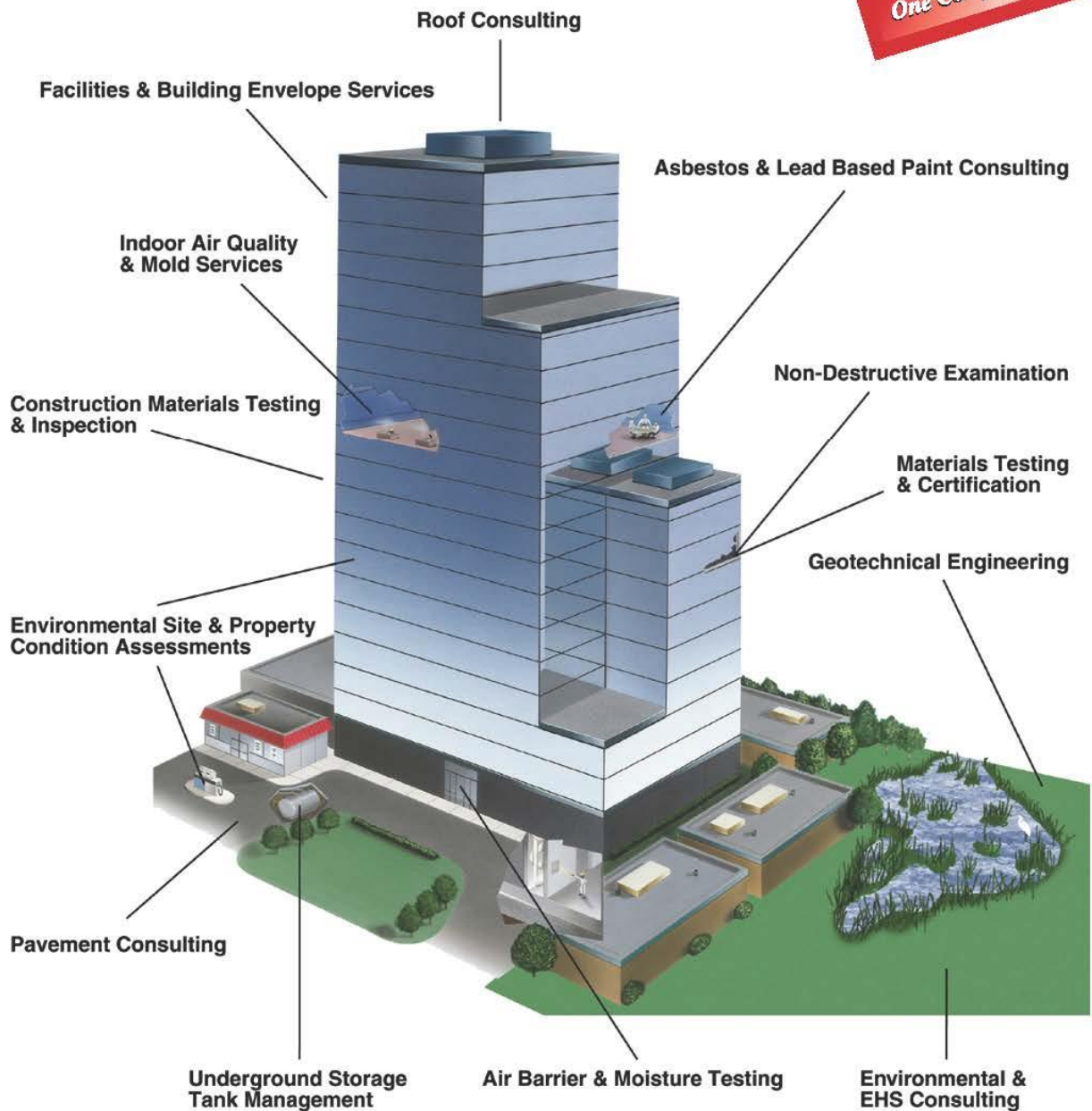
## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.**
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



# The Closer You Look, The More You'll See Us.

*One Company. One Call.*



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