EDGERTON CITY COUNCIL MEETING AGENDA CITY HALL, 404 EAST NELSON STREET February 11, 2016

Call to Order

- 1. **Roll Call** ____ Roberts___Longanecker ___Crooks ___Troutner ____ Brown ____ Crist
- 2. Welcome
- 3. Pledge of Allegiance

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

- 4. Agenda Approval
- 5. Approve City Council Meeting Minutes January 28, 2016

<u>Regular Agenda</u>

- 6. **Public Comments.** Persons who wish to address the City Council regarding items <u>not</u> on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
- 7. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.
- 8. Donation Request from Gardner Edgerton High School Class of 2016 Project Graduation

Business Requiring Action

9. CONSIDER PURCHASE OF AN OUTDOOR WARNING SIGNAL FROM BLUE VALLEY PUBLIC SAFETY THROUGH MID AMERICA REGIONAL COUNCIL'S METRO BID LIST

Motion: ______ Second: _____ Vote: _____

10. CONSIDER A SCOPE OF WORK WITH LANDWORKS STUDIO INC. FOR DEVELOPMENT OF A PARKS MASTER PLAN

Motion: ______ Second: _____ Vote: _____

- 11. PUBLIC HEARING REGARDING PROPOSED IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM
- 12. CONSIDER PROJECT ALTERNATIVES FOR PROPOSED IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM (CONVERSION OF EDGERTON WASTEWATER TREATMENT PLANT PROJECT)

Motion: ______ Second: ______ Vote: _____

13. CONSIDER AN AGREEMENT WITH BG CONSULTANTS FOR CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES FOR THE LPKC SEWER INTERCEPTOR PROJECT

Motion: ______ Second: ______ Vote: ______

14. CONSIDER ORDINANCE NO. 1010 AMENDING CHAPTER II OF THE EDGERTON, KANSAS MUNICIPAL CODE TO REVISE PROVISIONS PERTAINING TO THE KEEPING OF ANIMALS WITHIN THE CITY

Motion: ______ Second: ______ Vote: _____

15. **Report by the City Administrator**

 Presentation by Candid Marketing + Communications regarding Options for Social Media Presence

16. Report by the Mayor

17. Future Meeting/Event Reminders:

- February 15th Presidents' Day City Hall Closed
- February 17th Noon Senior Lunch
- February 17th 5:30 7:00 PM Southwest Johnson County EDC Annual Meeting at Johnson County Community College, Regnier Center
- February 18th 6:00 PM Mayor's State of the City Address at Edgerton City Hall
- February 22nd 4:30 to 7:00 PM Big Bull Creek Public Open House at New Century Fieldhouse
- February 25th 7:00 PM City Council Meeting

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

Motion: ______ Second: ______ Vote: ______

RECONVENE INTO OPEN SESSION

19. **Adjourn** Motion: _____ Second: _____ Vote: _____

City of Edgerton, Kansas Minutes of City Council Regular Session January 28, 2016

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on January 28, 2016. 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
Darius Crist	present
Clay Longanecker	present
Cindy Crooks	present
Jody Brown	present

With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	Community Development Director Kenny Cook
	City Attorney Patrick Reavey via Telephone
	Utility Superintendent Mike Mabrey
	City Building Inspector Kenny Wiseman
	Johnson County Sheriff Department Representative

2. WELCOME AND PLEDGE OF ALLEGIANCE

3. CONSENT AGENDA

AGENDA

4. Agenda Approval

MEETING MINUTES

5. Approval of City Council Meeting Minutes January 14, 2016

EASEMENTS – LPKC SEWER

6. Acceptance of Easements for LPKC Sewer Interceptor Project

Motion by Longanecker, seconded by Troutner, to approve the consent agenda.

Motion was approved, 5-0.

7. PUBLIC COMMENTS

8. DECLARATION

No declarations

DONATION REQUEST

9. Donation request from Edgerton Elementary PTO was considered.

Desi Goans, president Edgerton Elementary Parent Teacher Organization, gave a presentation about the new program at the school. The program is "One Book- One School", and the book for this year is about a hamster that is traveling from class room to class room. Ms. Goans presented a handout to Mayor and Council about the program and the request for donation. She is asking for a donation of Five Hundred Dollars annually to the Edgerton Elementary PTO for the program to continue in future years.

Motion by Crooks, seconded by Longanecker, to approve a five hundred donation for this year.

Motion was approved, 5-0.

CONTRACTOR LICENSING

10. Presentation of Participation in the Johnson County Contractor Licensing Regulations Program was considered

Community Development Director Ken Cook introduced Jerry Mallory with the Johnson County Contractor Licensing Program and Kenny Wiseman, City of Edgerton Building Inspector. Mr. Mallory gave some background information about the contractor licensing program and the continuing education program that is in conjunction with contractor licensing. After discussion and questions it was the consensus of the council to gather more information and bring this topic back to a future meeting.

BUSINESS REQUIRING ACTION

PURCHASE – OUTDOOR WARNING SIGNAL

11. PURCHASE OF AN OUTDOOR WARNING SIGNAL FROM BLUE VALLEY PUBLIC SAFETY THROUGH MID AMERICAL REGIONAL COUNCIL'S METRO BID LIST WAS CONSIDERED.

City Administrator Beth Linn introduced Mike Mabrey, Utility Superintendent, to discuss the outdoor warning signals. The city currently has three warning signals within its corporate boundaries. In 2015, City Council expressed a desire to replace the aged all-electric warning siren located at Manor Part as it does not have the ability to alert if power is out due to storm or other malfunctions. Included in the 2016 Vehicle and Equipment schedule is the amount needed for the outdoor warning siren.

Motion by Longanecker, seconded by Crist, to table this item to a future meeting date, so that more information can be presented.

Motion to table was approved, 5-0.

PURCHASE-WATER TELEMETRY SYSTEM

12. PURCHASE OF A NEW WATER TELEMETRY SYSTEM FROM SYSTEMS MANUFACTURING, INC. WAS CONSIDERED.

Mike Mabrey, utility superintendent, overviewed information about the replacement of the telemetry system that is currently being used. The current system was initially installed in 2001/2002 and is outdated; current software is no longer supported. The telemetry system proposed will utilize the Software (Wonderware) and operator stations that are currently at BBCWWTP, which will save the city from purchasing additional software and operator stations to control the system. The 2016 Vehicle and Equipment schedule includs the purchase of new water telemetry.

Motion by Brown, seconded by Longanecker, to approve the purchase a new water telemetry system with allocated funds.

Motion was approved, 5-0.

Mayor Roberts recessed the meeting for a five minute break.

The break started at 8:30 pm.

The meeting resumed at 8:35 pm.

EXECUTIVE SESSION- REAL PROPERTY ACQUISISTION

13. RECESS INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (6) FOR PRELIMINARY DISCUSSION RELATED TO ACQUISITION OF REAL PROPERTY TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR WAS CONSIDERED.

Motion by Crooks, seconded by Longanecker, to recess into executive session to include City Administrator and City Attorney (via phone) for fifteen minutes.

Motion was approved, 5-0.

Meeting recessed at 8:35 pm.

Motion by Troutner, seconded by Brown, to return to regular session with no action taken.

Motion was approved, 5-0.

Meeting reconvened at 8:50 pm.

ACQUISITION OF EASEMENTS- LPKC SEWER INTERCEPTOR

14. ORDINANCE NO. 1009 APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR ACQUISITION OF EASEMENTS AND ROAD RIGHT-OF-WAY NEEDED FOR CONSTRUCTING LPKC SEWER INTERCEPTOR AND ASSOCIATED IMPROVEMENTS WAS CONSIDERED.

On December 10, 2015, City Council directed staff to provide 30 days for property owners to respond to request for easement. In an effort to meet the tight project schedule, staff is asking that Council approve this ordinance to complete the next step for remaining easements.

Motion by Crooks, seconded by Longanecker, to approve Ordinance No. 1009 approving the description and survey of lands necessary for acquisition of easements and road right-of-way needed for constructing LPKC sewer interceptor and associated improvements.

Motion was approved, 5-0.

15. REPORT BY THE CITY ADMINISTRATOR

EASEMENTS

1) TEMPORARY CONSTRUCTION EASEMENT – HASTINGS FAMILY HOLDINGS LLC. WAS CONSIDERED

Ms. Linn indicated this easement was just received and needs council okay.

Motion by Longanecker, seconded by Troutner, to approve the Hastings Family Holdings LLC temporary construction easement.

Motion was approved, 5-0.

CONFERENCE

2) KANSAS RURAL WATER ASSOCIATION CONFERENCE (MARCH 29-31) AND VOTING DELEGATE WAS CONSIDERED.

The decision was made that Mayor Roberts, Charlie Troutner, Mike Mabrey and Janeice Rawles will attend the conference this year.

Motion by Longanecker, seconded by Crooks, to elect Charlie Troutner as the voting delegate and Mike Mabrey as the alternate delegate.

Motion was approved, 5-0.

BOARDS / COMMITTEES 3) DESIGNATE REPRESENTATIVE FOR SOUTHWEST JOHNSON COUNTY EDC EXECUTIVE COMMITTEE AND BOARD

Motion by Brown, seconded by Troutner, to appoint Mayor Roberts as the Primary Committee Member and Beth Linn as the Secondary Committee Member.

Motion was approved, 5-0.

PROJECTS 4) REQUEST FOR QUALIFICATIONS FOR WEST 8TH STREET SIDEWALK IMPROVEMENTS

City Administrator, Beth Linn has sent out RFQ's and is hoping for a very quick turnaround and would like to have them for the second meeting in February.

5) MANOR PARK UPDATE

A Notice to proceed on February 1, 2016 has been issued. The park is closed at this time.

6) Big Bull Creek Park Public Meeting is February 22nd, 2016 4:30 to 7:00 pm at New Century Field House

16. REPORT BY THE MAYOR

The mayor stated for record his desire to see the entrance to Big Bull Creek Park somewhere close to the intersection of 207th Street and Sunflower Road. The Mayor also requests no cargo containers for buildings. He also noted he is not a fan of five hundred acres of prairie grasses.

He indicated the January 14, 2016 Council Meeting with Kenny Cook as acting administrator went very well.

17. FUTURE MEETING/EVENT REMINDERS:

- February 9th 7:00 pm Planning Commission
- February 11th 7:00 pm City Council Meeting
- February 15th Presidents' Day City Hall Closed
- February 17th Noon Senior Lunch
- February 17th 5:30-7:00 Southwest Johnson County EDC Annual Meeting at Johnson County Community College, Regnier Center
- February 18th 6:00 pm Mayor's State of the City Address at Edgerton City Hall
- February 22nd 4:30-7:00 pm Big Bull Creek Public Open House at New Century Field house
- February 25th 7:00 pm City Council Meeting

EXECUTIVE SESSION- REAL PROPERTY ACQUISITION

18. RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (6) FOR PRELIMINARY DISCUSION RELATED TO ACQUISITION OF REAL PROPERTY TO INCLUDE CITY ATTORNEY (VIA PHONE), CITY ADMINISTRATOR AND COMMUNITY DEVELOPMENT DIRECTOR

Motion by Crooks, seconded by Troutner, to recess into executive session for five minutes.

Motion was approved, 5-0

Meeting recessed at 9:25 pm

Motion by Crooks, seconded by Troutner, to reconvene. No action taken.

Motion was approved, 5-0.

Meeting reconvened at 9:32 pm

EXECUTIVE SESSION

19. RECESS INTO EECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b)(2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY(VIA PHONE), CITY ADMINISTRATOR AND FINANCIAL ADVISOR.

Mayor Roberts asked Attorney Patrick Reavey who is present by phone, if he was alone and would continue to be alone for the duration of this executive session. Attorney Patrick Reavey answered "Yes."

Motion by Brown, seconded by Troutner, to recess into executive session for sixty minutes.

Motion was approved, 5-0.

Meeting recessed at 9:35 pm.

Motion by Brown, seconded by Crooks, to return to regular meeting.

Motion was approved, 5-0.

Meeting reconvened at 10:37.

Motion by Brown, seconded by Crooks, to recess into executive session for fifteen minutes.

Motion was approved, 5-0.

Meeting recessed at 10:40 pm.

Motion by Crooks, seconded by Brown, to return to regular meeting.

Motion was approved, 5-0.

Meeting reconvened at 10:55 pm.

20. ADJOURN

Motion by Crooks, seconded by Troutner to adjourn.

Motion was approved, 5-0

Meeting adjourned at 11:00 pm.

UPDATED AGENDA ITEM INFORMATION PROVIDED IN BOLD

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Purchase of an Outdoor Warning Signal from Blue Valley Public Safety through Mid America Regional Council's Metro Bid List

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 three (3) warning signals within its 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.

Previously, City Staff requested that Blue Valley Public Safety evaluate the city's outdoor siren locations and map proposed locations due to increase in properties annexed within the city limits. Current locations of warning signals and recommended placement of future additional signals are shown in the attached maps.

In 2015, City Council expressed a desire to replace the aged all-electric warning siren located at Manor Park as it does not have the ability to alert if power is out due to storm or other malfunctions. This warning siren would replace that unit.

The 2016 Vehicle and Equipment schedule included \$25,000 for the replacement the outdoor siren at Manor based on direction provided by City Council. The following bid is a part of the MARC cooperative purchasing pool with a low bid at \$21,415.34. 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.

On January 28, 2016, City Council tabled this item to explore alternate installation material for the pole. Blue Valley Public Safety provided two alternate installation materials: concrete pole or galvanized steel pole. Blue Valley Public Safety does not recommend installation of the siren on the water tower. A summary of the projects costs with this material are listed below. Blue Valley recommends the use of the concrete pole.

- Concrete Pole: \$4,475 (Total Project \$25,890.34)
- Galvanized steel pole: \$4,120 (Total Project \$25,535.34)

Staff also looked for alternate location for the siren due to renovation of Manor Park. Staff recommends installation of the new siren as shown in enclosed picture closer to the electrical panel associated with the water tower.

Attachments: Equipment Request with bid information (updated with alternate materials) Illustration of Location of the Siren Fund Summary for Equipment Reserve Map of Current City Coverage Map of Proposed City Coverage

UPDATED AGENDA ITEM INFORMATION PROVIDED IN BOLD

Related Ordinance(s) or Statute(s):

Recommendation: Approve the 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 **with a concrete pole in the amount of \$25,890.34**

Funding Source: General Equipment Reserve Fund

Prepared by: Michael Mabrey, Utility Superintendent Date: **February 8, 2016**

Advancing security and well being.

Custome Addres	e: Mike Mabrey er: City of Edgerton ss: PO Box 255 y: Edgerton				Quotation 20516 Please refer no. on yo	51312 ence quote
Stat	e: KS				Date Quoted:	2/5/16
Z	ip 66021					
Phon	e: 913-893-6801					
Ce	II: *					
Ema	il: mmabrey@edgertonks.org					
Note	s: Delivery schedule cannot be establ	ished until radio information is supplied, if applicable.				
				Total		
Item No. Qty.	Model/Part No.	Description	Weight	Weight	Unit Price	Total

lte	em No.	Qty.	Model/Part No.	Description	Weight	Weight	Unit Price	Total
Sire	n Equipm	nent						
	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
						Total Equip	ment	\$ 14,115.10

Shipping								
1	1	ES-FREIGHT	Shipping Fees	LBS	730			\$ 664.24
Services								
1	1	TK-I-2001DC-Z2	2001 DC Only Std Install, 4 Std Batteries, Site Optimization, 50' Class 2			\$	5,886.00	\$ 5 <i>,</i> 886.00
			Wood Pole, Zone 2					
2	1	TK-IO-CUSREMOV	Removal Services, Custom			\$	750.00	\$ 750.00
					Total Serv	ices		\$ 6,636.00

Total of Project \$ 21,415.34

Note:

Deduct for

steel pole

(\$355)

\$ 25,890.34

otions									
4	1	BV-CONCPOLE	Provide and Deliver Concrete Pole (Per Drawing # P01874A) Delivery			Ś	4.475.00	Ś	4,475.00
	_		to occur when Blue Valley arrives for installation of siren equipment.			Ŧ	.,	+	.,
			This is a cost to upgrade; cost will be in addition to installation/pole						
			prices quoted above.						
	4	4 1	4 1 BV-CONCPOLE	4 1 BV-CONCPOLE Provide and Deliver Concrete Pole (Per Drawing # P01874A) Delivery to occur when Blue Valley arrives for installation of siren equipment. This is a cost to upgrade; cost will be in addition to installation/pole	4 1 BV-CONCPOLE Provide and Deliver Concrete Pole (Per Drawing # P01874A) Delivery to occur when Blue Valley arrives for installation of siren equipment. This is a cost to upgrade; cost will be in addition to installation/pole	4 1 BV-CONCPOLE Provide and Deliver Concrete Pole (Per Drawing # P01874A) Delivery to occur when Blue Valley arrives for installation of siren equipment. This is a cost to upgrade; cost will be in addition to installation/pole	4 1 BV-CONCPOLE Provide and Deliver Concrete Pole (Per Drawing # P01874A) Delivery to occur when Blue Valley arrives for installation of siren equipment. \$ This is a cost to upgrade; cost will be in addition to installation/pole \$	4 1 BV-CONCPOLE Provide and Deliver Concrete Pole (Per Drawing # P01874A) Delivery to occur when Blue Valley arrives for installation of siren equipment. \$ 4,475.00 This is a cost to upgrade; cost will be in addition to installation/pole \$ 1,475.00	4 1 BV-CONCPOLE Provide and Deliver Concrete Pole (Per Drawing # P01874A) Delivery to occur when Blue Valley arrives for installation of siren equipment. This is a cost to upgrade; cost will be in addition to installation/pole \$ 4,475.00 \$

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 Delivery: 10-12 weeks Company: Blue Valley Public Safety Inc. FOB University Park Freight Terms: Address: P.O. Box 363 - 509 James Rollo Dr. Equipment, Net 30 Days upon receipt Terms: City,State, Zip: Grain Valley, MO 64029 Services, Net 30 Days as completed, billed monthly. Net 30 will not be held Country: USA Work Phone 1-800-288-5120 for installations Fax: 816-847-7513 Approved By: Brian Cates **Brian Cates** Title: General Manager 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:

Title:

Date:

Total



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2645 Federal Signal Drive University Park, Illinois 60484-0975 800.548.7229 alertnotification.com

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 <u>dee@bypsonline.com</u>



Advancing security and well being.

Quotation No.: FWS 205161312

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 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, ir 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 tc 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 6C 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 if 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.

FEDERAL SIGNAL Safety and Security Systems

Advancing security and well being.

(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 prearranged 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 tc 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







VEHICLE & EQUIPMENT

Date 1-25-16 Funding Source: 13-00-4411 Funding Approved M 4(Ann)
Describe need for vehicle or equipment: This OUTADOK WAMING Siven Will replace the current
siren at Manor Park. The swen is a public satety hool 10 help notify
persons that may be outdows during an emergency situation. The quote has been
Sole source as even community in Johnson Winny uses Blue valley public safety.
to mainpin consistent equipment and ability to remotery sound the sirch.
persons that may be outdoors during an emergency situation. The quote has been

T

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

REQUESTED VEH/EQUIP	BID NUMBER		NAME / DESCRIPTION	COST	TRADE IN	ACTUAL
EQUIPMENT	•	NEW	Outdoor warning signal (sireh	\$	\$	\$21,415.3-
				\$	\$	\$
				\$	\$	\$
· · · · · · · · · · · · ·				\$	\$	\$
				\$	\$	\$

Requested by:	Date:
City Administrator Approval (\$15,000):	Date:
City Council Approval (> \$15,000):	Date:

FEDERAL SIGNAL Safety and Security Systems

2645 Federal Signal Drive University Park, Illinois 60484-0975 800.548.7229 alertnotification.com

Advancing security and well being.

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

Contact Name: Mike Mabrey Customer: City of Edgerton Address: PO Box 255 City: Edgerton State: KS Zip 66021 Phone: 913-893-6801 Cell: * Email: mmabrev@edgertonks.org

Quotation No.: FWS 111161232 Please reference quote no. on your order Date Quoted: 1/11/16

						Iotal			
	Item No.	Qty.	Model/Part No.	Description	Welght	Weight	1	Unit Price	Total
	Siren Equipr	nent			*****				
	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
_	з	1	OMNI-4	ANTENNA, 152-156MHZ VHF	25	25	\$	341.70	\$ 341.70
	4	1	АМВ∗Р	ANTENNA MOUNTING BRACKET, POLE	20	20	\$	114.75	\$ 114,75
						Total Equip	men	t	\$ 14,115.10

1	1	ES-FREIGHT	Shipping Fees	LBS	730			\$	664.24
Services			ii kulteen aan ah						
1	1	TK-I-2001DC-Z2	2001 DC Only Std Install, 4 Std Batteries, Site Optimization, 50' Class 2			\$	5,886.00	\$	5,886.00
			Wood Pole, Zone 2						
2	1	TK-IO-CUSREMOV	Removal Services, Custom			\$	750.00	\$	750.00
					Total Serv	lces		Ś	6.636.00

Total of Project \$ 21,415.34

26.215.34

Ś

Options								10:000:00	
1	1	BV-Traffic	Traffic Control, if required	-		\$	250.00	\$	250.00
2	1	BV-Power	Cost associated with electrical inspections / permits, if required	-		Ş	750,00	\$	750,00
3	1	PVS220W-48	SOLAR POWER OPTION, DC	100	100	\$	3,800.00	\$	3,800.00

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.

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. Part 2000 provide the services in the ser	
Brine Catos Signature	
	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.

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:

Total (including all options)

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



2645 Federal Signal Drive University Park, Illinois 60484-0975 800.548.7229 alertnotification.com

Advancing security and well being.

Quotation No.: FWS 111161232

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 clorical 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 scle 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.

(6) 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 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 services. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR INPLIED, 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 hamless, 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 taw, 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.

FEDERAL SIGNAL Safety and Security Systems

Advancing security and well being.

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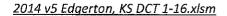
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2645 Federal Signal Drive University Park, Illinois 60466-3195 708-534-3400 federalsignalpublicsafety.com



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

Operating Temperature $$-30^\circ C$$ to $+60^\circ C^{**}$

temperature is maintained at 18° C or higher.

operation through 2001TRB.

*

Power Requirements*

Siren Motor	48V (DC or full wave rectified	AC) 110A (nom.)							
Rotator Motor	tator 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								
D () (Effective Range at 70dBC								
Rotation	3 RPM								
Dimensions									
Height x Width x Depth	55" x 37" x 41"								
	140cm x 94cm x 10cm								
Weight									
Shipping Weight	450 lbs. (205 kg)								
Environmental									

Power requirements refer to the power supplied by the batteries or optional AC

** The siren can operate throughout this temperature range provided that battery

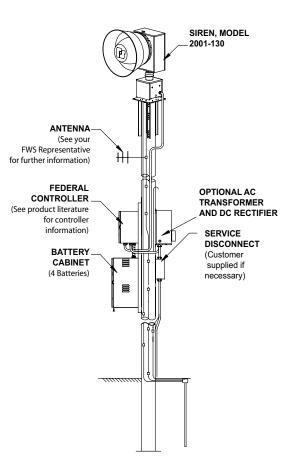
Ordering Inform	nation*
Siren Motor	Rotating electro-mechanical Siren 130 dB(C) +/- 1dB(C), 48VDC, pole mount included
2001AC1	AC operated motor control, 208 or 220/240VAC (specify voltage) NEMA 3R control cabinet, two 48VDC contactors and transformer/rectifier, 182 lbs. 53 kg
2001DC ^{1,2}	120VAC motor control, NEMA 4 control cabinet, four chargers, two 48VDC contactors and NEMA 3R battery cabinet. 224 lbs. 102 kg
Landline Option	n

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)

¹ 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)

² Batteries not included.



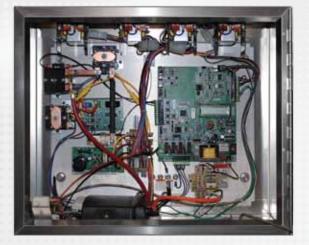


Advancing security and well being.

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

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 $^{\otimes}$ product Manual.
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 sec25 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	

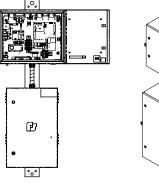
Operating Temperature -30°C to 65°C

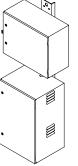
Controller Dimension	ns (with battery cabinet)
HxWxD	62.5″x 23.5″x 16.94″ 1588mm x 597mm x 430mm NEMA 4X Rated
Battery Cabinet Dime	ensions
HxWxD	18″x 28″x 15.19″ 457mm x 711mm x 386mm Vented NEMA 4X Rated
Shipping Weight	
Approx. Shipping Weight	300 lbs. (136.36 kg)
Actual Weight	234 lbs. (106.3 kg)
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 ^{1,2}	Two-way Federal Controller
DCFCTBDH ^{1,2}	Two-way Federal Controller, high band 136-174 MHz
DCFCTBDU ^{1,2}	Two-way Federal Controller, UHF band 403-470 MHz
DCFCTBD-IP ^{1,3}	IP-enabled two-way electro-mechanical controller
Options	
FSPWARE	Federal Programming Software (Non-Digital Applications)
SFCDWARE	Federal Commander Digital Software (See literature for details)
Q-DC-IP ^{1,3}	Retrofit kit to upgrade existing controller to IP
ES-PROG-DTMF	Two-Way DTMF Programming

¹ For use with 2001-130 and Eclipse siren series.

 $^{\rm 2}$ Antenna and cable are not included with radio activation control and must be ordered separately.

³ Broadband radio and Codespear software sold separately.









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City of Edgerton Vehicle & Equipment Replacement Fund Summary As of 7-22-2015

Fund 13 - General Equipment Reserve Fund

	2014	2015	2016	2017	2018		2019	2020
Beginning Balance, Jan 1	\$ 73,970	\$ 205,374	\$ 168,922	\$ 61,385	\$ 47,872	\$	(21,845)	\$ (121,722)
Transfers in from Other Funds	242,250	110,556	79,250	79,250	79,250		79,250	79,250
Vehicle/Equipment Purchases	(110,846)	(147,008)	(186,787)	(92,763)	(148,967)	((179,127)	(35,500)
Ending Balance, 12/31	\$ 205,374	\$ 168,922	\$ 61,385	\$ 47,872	\$ (21,845)	\$ ((121,722)	\$ (77,972)

Fund 27 - Water Equipment Reserve Fund

	2014	2015		2016		2017		2018	2019	2020
Beginning Balance, Jan 1	\$ 148,970	\$ 140,596	\$	99,465	\$	(36,983)	\$	(87,032)	\$ (113,112)	\$ (113,112)
Transfers in from Other Funds	-	900		-		-		-	-	-
Vehicle/Equipment Purchases	(8,374)	(42,031)	((136,448)		(50,049)		(26,080)	-	-
Ending Balance, 12/31	\$ 140,596	\$ 99,465	\$	(36,983)	\$	(87,032)	\$	(113,112)	\$ (113,112)	\$ (113,112)

Fund 37 - Sewer Equipment Reserve Fund

	2014	2014 2015		2016	2017		2018		2019	2020	
Beginning Balance, Jan 1	\$ 73,970	\$	42,336	\$ 34,796	\$	26,876	\$	18,494	\$	(7,586) \$	(7,586)
Transfers in from Other Funds	-		930	-		-		-		-	-
Vehicle/Equipment Purchases	(31,634)		(8,470)	(7,920)		(8,382)		(26,080)		-	-
Ending Balance, 12/31	\$ 42,336	\$	34,796	\$ 26,876	\$	18,494	\$	(7,586)	\$	(7,586) \$	(7,586)

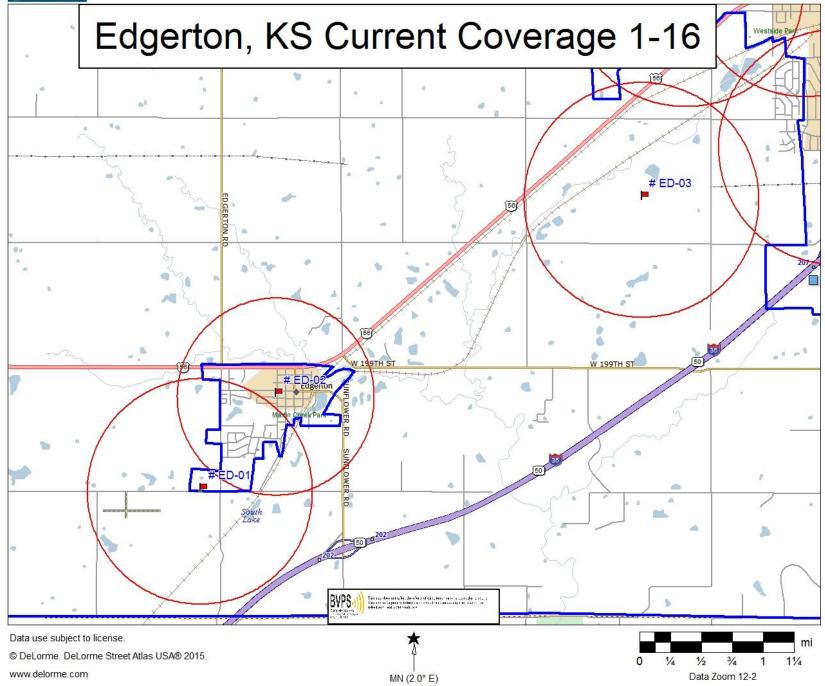
Notes:

Transfers In number for 2015 is what was included in the 2015 budget.

The amount for 2016 is the amount to be included in the 2016 budget as of this date.

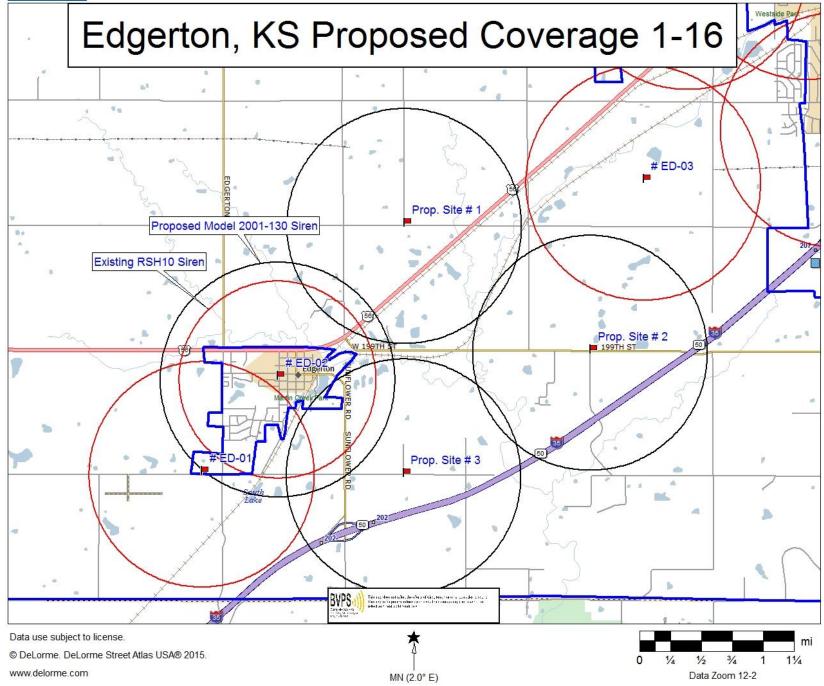
The amounts in years beyond 2016 are left the same as the 2016 amount.







DeLorme Street Atlas USA® 2015



AGENDA ITEM INFORMATION FORM

Agenda Item: Consider a Scope of Work with Landworks Studio Inc. for development of a Parks Master Plan

Department: Parks

Background/Description of Item: During the Capital Improvement Plan Work Session on November 19th, City Council selected the Parks Master Plan as a priority project and slated it for completion in 2016. The 2015 Citizen Survey ranked "quality of city parks and facilities" as the second most important priority for the City of Edgerton to emphasize over the next two years.

A Parks Master Plan would use citizen and stakeholder input to develop a road map to guide investment in the Edgerton Parks and Recreation program over the next twenty years. Developing the master plan includes several phases of work summarized below.

- Phase 1: Review and catalog existing facilities, levels of services, any plans for adjacent providers of services (i.e. Johnson County Parks and Recreation District and City of Gardner)
- Phase 2: Solicit input from both public and identified stakeholders regarding the vision of Edgerton Parks and Recreation. Use several forms of communication for soliciting feedback including public meetings and online survey (can be completed on paper). Will have project mini-micro website to keep public informed during project.
- Phase 3: Develop recommendations for many facets of future Edgerton Parks and Recreation (including trails, signage, park placement and number, indoor recreation, aquatic, etc.). Develop cost estimates for those projects.
- Phase 4: Develop recommended implementation plan and strategies.
- Phase 5: Deliver final plan.

A detailed scope of work is enclosed. The proposed fee is \$69,895 which includes 662 hours of work by the Landworks Studio team. The preliminary project estimate included in the draft capital improvement plan was \$60,000. Staff has updated the CIP project sheet to reflect the increase in amount and enclosed the CIP Funding Sources Forecast to illustrate the updated project cost in the Park Impact Fee source.

If approved, staff anticipates the project would kickoff in the first quarter of 2016 and be completed in 2016.

Enclosures: Draft Scope of Work and Fee Project Sheet from Capital Improvement Plan Capital Improvement Program Funding Sources Forecast

Recommendation: Approve a Scope of Work and Fee with Landworks Studio Inc. for the development of Parks Master Plan

Funding Source: Park Impact Fee

Prepared by: Tegan Meadors, Parks and Recreation Coordinator Date: February 8, 2016



Proposed Scope and Fee

16-005

Edgerton Parks Master Plan

prepared on 2/8/16 by: Kelly VanElders, PLA

Phase 1 -	· Project Kick Off, Preliminary Tasks	\$4,000	35 Hrs 1 Mtg
Task 1	Set up project goals and schedule public meetings and key dates		
Task 2	Planning Context, develop map of project limits, review comp. plan		
Task 3 Task 4	Review existing parks, JCPRD context, demographics,		
Meeting	Review existing Level of Service Meet with Technical Advisory Team (TAG) - project kick off (City Staff, Landworks, &		
Meeting	Candid)		
Phase 2 -	What Edgerton Wants- public and stakeholder involvement	\$14,970	133 Hrs 3 Mtgs
Meeting	Survey- Connecting parks and people - meet with Technical Advisory Group (TAG) then Stakeholder Group Representatives from: (1) City Council, (1) Planning Comission, (1)local School/PTA, (1)business leader, (1)seniors, (1) Baldwin and (1)Gardner Representative.		
Meeting	Public Open House 1		
Task 1	Citizen and Stakeholder Survey - create questionaire for on line distribution and		
	administration by Candid		
Meeting	Public Open House 2		
Phase 3 -	Master Plan Recommendations	\$42,915	429 Hrs 1 Mtg
Task 1	Current and future park land aquisition, renovations		
Task 2	Trail recommendations		
Task 3	Aquatic Ammenity Recommendation		
Task 4	Park and trail signage plan and signage concepts		
Task 5	Select one project for 3D rendering to include in report and send to community		
Task 6	Cost Estimate for proposed park improvements, trails, signage		
Meeting	Review meeting with Technical Advisory Committee and Stakeholder Group (meetings held on same day in sequence)		
Task 7	Report Revisions (one round included)		
Phase 4 -	· Great things to come - implementation strategy	\$3,440	28 Hrs 1 Mtg
Task 1	Action plan (recommended phasing)		
Meeting	One presentation toTAG, one to City Council, and one to Planning comission. Held same		
	day in sequence or just one longer special combined meeting.		
Phase 5 -	Final Masterplan Document	\$4,070	37 Hrs 0 Mtgs
Task 1	One final revision and compile final documents		

*Special Provisions or Notes



Proposed Scope and Fee

16-005

Meetings and concept totals beyond items listed in scope shall be negotiated as additional services at an hourly rate. Candid shall administer and distribute survey.

TOTAL PROJECT HOURS	662 Hrs
TOTAL SERVICES AND DESIGN FEE	\$ 69,395
+ REIMBURSABLE EXPENSES	\$ 500

(reimbursable expenses are on a "Not to Exceed" basis and will only be billed as needed)

Maximum Invoice Amount \$ 69,895

City of Edgerton Capital Improvement Plan

Project Number:						1	Fundir	ng Status	:	Fun	ded	
Dept:	Parks				ct Status							
Citizen Survey:				Parks								
-						_						
Project Name:	Pai	rk Master	Pla	n								
Project Description:					e citizen su							
					city parks a and park ir							το
					n can includ							es
					munity cent							
					s provided,							
	Cre	eation of a	ра	rk maste	r plan woul	ld ic	dentify futu	ure capital	l proj	ects and	then as	sist
					ates for City							
					ponent for	trai	ls develop	ment incl	uding	g location	of new	
	trai	ls and tra	il cc	nnectior	IS.							
	L											
Operations Impact:												
	L											
Estimated Cost:	\$	69,895			Outside Fi	und	ling Avail	able?	Ur	nknown		
							0					
Notes:												
				0045			0017					
Project Cost		2014 & Prior		2015 Budget	2016 Request		2017 Request	201 Reques		2019 Request	2 Requ	020
Design	\$	-	\$	-	\$ 69,895	\$		s -	<u>هر</u>	-	<u>s</u>	
Construction	Ψ	_	Ψ	_	φ 03,035	Ψ	_	Ψ -	Ψ	_	Ψ	_
Construction Administration		_		_	_		_	_		_		_
Utility Relocation		_		-	-		-	-		-		-
Land Acquisition		_		-	-		-	-		-		-
Other		_		-	_		-	-		-		-
Total Cost	\$	-	\$	-	\$ 69,895	\$	-	\$ -	\$	-	\$	
	–		Ŷ		\$ 00,000	Ŷ		Ŷ	Ŧ		Ŷ	
Project Financing												
General Fund	\$	-	\$	-	\$-	\$	-	\$-	\$	-	\$	-
Special Highway Fund		-		-	-		-	-		-		-
Special Park & Rec Fund		-		-	-		-	-		-		-
PIF		-		-	-		-	-		-		-
CARS		-		-	-		-	-		-		-
KDOT		-		-	-		-	-		-		-
Other Cities		-		-	-		-	-		-		-
Grants		-		-	-		-	-		-		-
GO Bonds		-		-	-		-	-		-		-
Street Excise Tax		-		-	-		-	-		-		-
Park Impact Fee		-		-	69,895		-	-		-		_
					03,035							-
PIF Maintenance Fee		-		-	-		-	-		-		-
System Dev Fee - Water		-		- -	-		-	-		-		-
System Dev Fee - Water System Dev Fee - Sewer		- -		- -			-	-		- - -	•	-
System Dev Fee - Water		- - -	\$		69,895	\$		- - - - \$ -	\$			-

General Fund	E 12	vailable Balance 2/31/2014	ble	2015 for this fundir	10 5	2016	s fri	2017	mat	2018	anc	2019	of th	2020		Total
	City's exces fundi	s policy requi ss of 25% of ing source sh	ires bud ioul	the reserve a geted revenu d not be used ent each year.	moi es. I for	unt to be 179 Funds in ex	% - 2 ces:	25% of buc s of the res	lget serv	ed revenues e requireme	s. T ent d	he amounts can be used	iste for	ed here are one-time ex	the fu pendit	nds in Tures. This
Forecast	\$	616,996	\$	(106,996)	\$	27,000	\$	-	\$	-	\$	-	\$	-	\$	537,000
Committed in CIP Available Amount	\$	5,323 611,673	\$	52,045 452,632	\$	309,820 169,812	\$	- 169,812	\$	- 169,812	\$	- 169,812	\$	- 169,812	\$	367,188 169,812
Special Highway Fund	This	fund receives	s the	e gas tax, and	ace	cording to st	tate	statute the	e mo	oney can on	ly b	e used on r	oads	.		
Forecast	\$	212,120	\$	43,690	\$	44,120	\$	44,120	\$	44,120	\$	44,120	\$	44,120	\$	476,410
Committed in CIP		48,874		160,984		90,072		44,120		44,120		44,120		44,120		476,410
Available Amount	\$	163,246	\$	45,952	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Special Park & Rec Fund	This	fund receives	s 1/2	of the alcoh	ol ta	x, and acco	rdin	g to state	stati	ute can only	/ be	spent on p	arks.	,		
Forecast	\$	8,908	\$	2,000	\$	2,208	\$	2,208	\$	2,208	\$	2,208	\$	2,208	\$	21,948
Committed in CIP Available Amount	\$	8,908	\$	10,908	\$	- 13,116	\$	- 15,324	\$	- 17,532	\$	- 19,740	\$	21,948	\$	21,948
PIF	The u	ise of this fu	ndir	ig source is g	ove	rned by the	fina	ncing agre	eme	ent for LPK	C.					
Forecast	\$	212,763	\$	2,037,897	\$	-	\$	-	\$	-	\$	-	\$	-	\$	2,250,660
Committed in CIP		212,763		2,037,897		-		-		-		-		-		2,250,660
Available Amount	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
CARS	John	son County.	Ge	e Johnson Co nerally, the Ca the agreemen	ARS		-								•	
Forecast	\$	-	\$	100,843	\$	50,144	\$	-	\$	-	\$	-	\$	-	\$	150,987

	Ba	Available Balance 12/31/2014		2015	2016	2017		201	8	2019		2020		Total		
Committed in CIP	-	-		100,843		50,144		-		-		-		-		150,987
Available Amount	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
KDOT			-	ed by KDOT sted in the a		l governed b ement.	y an	interlocal	agre	ement w	ith KDC	T. The	se funds	can only	y be u	sed on the
Forecast	\$	3,552	\$2	9,996,448	\$	-	\$	-	\$	-	\$	-	\$	-	\$	30,000,000
Committed in CIP		3,552	2	9,996,448		-		-		-		-		-		30,000,000
Available Amount	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Other Cities	This source represents the funding that another city or Johnson County is providing for a joint project. The funds are governed by the interlocal agreement and can only be spent on the project(s) listed in the agreement.															are governed
Forecast	\$	-	\$	50,422	\$	25,072	\$	-	\$	-	\$	-	\$	-	\$	75,494
Committed in CIP		-		50,422		25,072		-		-		-		-		75,494
Available Amount	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Grants				many sourc e grant agre			ll gra	ant money	' is go	verned	by the g	rant agi	reement,	and can	only	be used for
Forecast	\$	-	\$	13,500	\$	-	\$	705,160	\$	-	\$	-	\$	-	\$	718,660
Committed in CIP		-		13,500		-		705,160		-		-		-		718,660
Available Amount	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
GO Bonds						neral obligati v money left							s can on	ly be use	ed for	the project(s)
	\$	_	\$	_	\$	3,800,000	\$	-	\$	-	\$	-	\$	-	\$	3,800,000
Forecast	φ		Ψ		-								•		-	-,,
Forecast Committed in CIP	φ	-	Ŷ	-	Ŧ	3,800,000		-		-		-	·	-		3,800,000

as of 02-00-2010	E	vailable Balance 2/31/2014		2015		2016		2017		2018		2019)	2020	1	Total
Street Excise Tax		funding sour			he e	xcise tax ch	arg	ed when pl	attir	ng land outs	side	of LPKC. U	Use (of this fundii	ng so	urce is
Forecast Committed in CIP	\$	280,477 -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	280,477 -
Available Amount	\$	280,477	\$	280,477	\$	280,477	\$	280,477	\$	280,477	\$	280,477	\$	280,477	\$	280,477
Park Impact Fee		funding soui rk projects.			-	-		-	nen j	platting lan	d in	LPKC. Use	e of t	this funding	sourd	e is limited
Forecast	\$	294,917	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	294,917
Committed in CIP		-		-		69,895		-		-		-		-		69,895
Available Amount	\$	294,917	\$	294,917	\$	225,022	\$	225,022	\$	225,022	\$	225,022	\$	225,022	\$	225,022
PIF Maintenance Fee (Life of abatement 10 yrs)	Fund recei	funding sour (PIF) and is ved on June precasted an	trans 1st.	sferred to the The money t for this reve	e Ge will enue	neral Fund. be split 25% source.	Th foi	e calculation operation	on is s an	s based on and 75% for C	squ	are feet on . The amour	Janı	uary 1st and n this foreca	paym	ent is lect 75% of
Forecast Committed in CIP	\$	-	\$	94,633 -	\$	190,157 -	\$	282,665 -	\$	282,665 -	\$	282,665 -	\$	282,665 -	\$	1,415,447 -
Available Amount	\$	-	\$	94,633	\$	284,789	\$	567,454	\$	850,118	\$	1,132,783	\$	1,415,447	\$	1,415,447
System Dev Fee - Water		funding sour							nne	ction is ma	de t	o the water	sysi	tem. Use of	this f	unding
Forecast Committed in CIP	\$	162,500 -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	162,500 -
Available Amount	\$	162,500	\$	162,500	\$	162,500	\$	162,500	\$	162,500	\$	162,500	\$	162,500	\$	162,500
System Dev Fee - Sewer		funding sour							nne	ction is ma	de t	o the sewer	' sys	tem. Use of	this f	unding
Forecast	\$	144,300	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	144,300

	E	vailable Balance 2/31/2014	2015		2016	2017	2018		2019		2020		Total	
Committed in CIP	-	-	-		-	-		-		-		-		-
Available Amount	\$	144,300	\$ 144,300	\$	144,300	\$ 144,300	\$	144,300	\$	144,300	\$	144,300	\$	144,300
Revolving Loan Fund		-			ring loan fund an fund agre		om t	he State of	Kan	sas. Use o	f this	s funding so	ource	is limited to
Forecast	\$	-	\$ -	\$	2,500,000	\$ -	\$	-	\$	-	\$	-	\$	2,500,000
Committed in CIP		-	-		2,500,000	-		-		-		-		2,500,000
Available Amount	\$	-	\$ -	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Project Alternatives for Proposed Improvements to the City's Wastewater System (Conversion of Edgerton Wastewater Treatment Plant Project)

Department: Utilities

Background/Description of Item: On November 12, 2015, Edgerton City Council approved a Preliminary Design Build Agreement with Burns & McDonnell/CAS Constructors LLC for the Edgerton Wastewater Treatment Facility Conversion Project. The design-build team has been working with staff to complete the items in the scope of work. The team has reached a point in the design where direction from City Council regarding several project alternatives is necessary to conclude the remaining project design and develop the guaranteed maximum price.

The City of Edgerton has identified this project as eligible for funding by Kansas Water Pollution Control Revolving Fund (KWPCFR). Use of these funds requires the City hold both a public meeting and public hearing to inform the public about the project. The public meeting will be held February 11 at 6:45 PM immediately prior to the City Council meeting. The purpose of this meeting is to discuss the proposed improvements to the City's Wastewater System, the estimated cost of the proposed improvements and how the improvements may be funded.

The public hearing will be held during the February 11th City Council meeting. The purpose of the public hearing is to discuss the proposed improvements to the City's Wastewater System, the estimated cost of the proposed improvements, estimated costs of operation, maintenance and replacement of the Wastewater System and how these estimated costs are estimated to impact the City's sewer user charges.

Following the conclusion of the public hearing, the design-build team together with staff will present to City Council information regarding the project alternatives listed below. The team requests direction from City Council regarding these items to conclude the development of the project scope and guarantee maximum price (GMP).

The project alternatives to be discussed include:

- Infrastructure components to connect lift station to BBC WWTF
- Level of decommissioning of the existing wastewater treatment facility
- Method to finance the construction of the project

Related Ordinance(s) or Statute(s):

Recommendation:

Funding Source:

Prepared by: Beth Linn, City Administrator Date: February 8, 2016

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider an Agreement with BG Consultants for Construction Administration and Observation Services for the LPKC Sewer Interceptor Project

Department: Utilities

Background/Description of Item: The City of Edgerton is partnering with Edgerton Land Holding Company to construct the LPKC Sewer Interceptor, a new gravity sewer interceptor main from the crossing installed under Homestead Lane just north of 199th Street to provide sanitary sewer service to Inland Port XIV (east of Waverly Road and south of 191st Street).

Edgerton Land Holding Company (ELHC) is in final negotiation stages for occupancy of Inland Port XIV with a tenant expected to occupy the building by May 1st. Due to the number of potential employees, the tenant requires sanitary sewer service by April 15th. To meet this deadline for service, city staff has been working with ELHC to complete the design and begin to secure easements.

Kansas Department of Health and Environment (KDHE) requires full-time inspection for construction of any sanitary sewer main. Therefore, this project will require full-time inspection. Staff is recommends using BG Consultants for the inspection of this project since the project has a quick completion schedule, and BG already has inspectors in the area for inspection on both the Waverly Road and Montrose Street projects.

LPKC Sewer Interceptor project is not included in the List of Projects within the Amended and Restated Infrastructure Financing Plan; therefore, Edgerton Land Holding Company has agreed to fund the project construction. The City of Edgerton will seek reimbursement for inspection costs from Edgerton Land Holding Company upon completion.

The Agreement has not yet been reviewed by City Attorney. Staff recommends approval of the agreement and execution of the contract by Mayor upon approval by City Attorney.

Enclosure: Draft Agreement for Construction Observation Services

Related Ordinance(s) or Statute(s):

Recommendation: Approve an Agreement with BG Consultants for Construction Administration and Observation Services for the LPKC Sewer Interceptor Project pending approval from City Attorney

Funding Source: Reimbursement from Edgerton Land Holding Company

Prepared by: Beth Linn, City Administrator Date: February 8, 2016



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 <u>City of Edgerton, Kansas</u>, 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	
LPKC Interceptor Sewer (Phase 1)	
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 "<u>Additional Services</u>" means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 "<u>Agreement</u>" means this contract and includes change orders issued in writing.
- 1.3 "<u>CLIENT</u>" or "<u>Client</u>" 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 "<u>CONSULTANT</u>" or "<u>Consultant</u>" 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 "<u>Contract Documents</u>" 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 "<u>Engineering Documents</u>" or "<u>Architectural Documents</u>" or "<u>Survey Documents</u>" 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 "<u>Consulting Services</u>" or "<u>Engineering Services</u>" or "<u>Architectural Services</u>" or "<u>Survey Services</u>" 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 "<u>Services</u>" is a description of the required work as shown in **Exhibit 1**.
- 1.9 "<u>Subsurface Borings and Testing</u>" 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	
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 (CGL), (iii) automobile liability insurance for bodily injury and property damage and (iv) Professional liability insurance.
- 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 <u>August 1, 2016 (dependent upon Contractor's schedule)</u>. 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) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT.

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. 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, 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

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- 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 hold 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 \$200,000, 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.
- 5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

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:

Title:

CLIENT:

BG Consultants, Inc.

	6 AIIA
By:	Nº4M-
Printed Name:	David J. Hamby

City of Edgerton, Kansas

END OF CONSULTANT-CLIENT AGREEMENT

Vice President

EXHIBIT 1

SCOPE OF SERVICES

LPKC Interceptor Sewer Project (Phase 1), Edgerton, Kansas

I. PROJECT LOCATION AND DESCRIPTION

a. Provide professional services described as follows: Provide construction administration and observation services for the construction of the LPKC Interceptor Sewer (Phase 1) 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 attend progress meetings with the project team.
- d. Complete and submit paperwork and documentation required during the project and final paperwork and documentation to complete the project.
- e. 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

2016 BG CONSULTANTS STANDARD HOURLY RATES

POSITION	PER HOUR 2016
PRINCIPAL	\$194.00
PROJECT ENGINEER IV	\$171.00
PROJECT ENGINEER III	\$155.00
PROJECT ENGINEER II	\$144.00
PROJECT ENGINEER I	\$121.50
SENIOR DESIGN ENGINEER	\$144.00
DESIGN ENGINEER	\$110.00
ASSISTANT DESIGN ENGINEER	\$88.50
TECHNICIAN II	\$94.00
TECHNICIAN I	\$86.50
SENIOR CONSTRUCTION OBSERVER	\$105.00
CERTIFIED CONSTRUCTION OBSERVER	\$83.50
CONSTRUCTION OBSERVER	\$76.00
SENIOR PROJECT SURVEYOR	\$176.50
PROJECT SURVEYOR	\$129.50
FIELD SUPERVISOR	\$102.00
SURVEYOR	\$74.00
GPS SURVEYOR	\$108.00
CAD SYSTEM AND OPERATOR	\$107.00
CLERICAL	\$55.50

Note:

- 1. The hourly rates shown above are effective for services through December 31st 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.
- 3. Expert Witness and Depositions will be charged at 1.5 times the hourly labor billing rates shown.

EXHIBIT 3 SPECIAL PROVISIONS

None.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance No. 1010 Amending Chapter II of the Edgerton, Kansas Municipal Code to Revise Provisions Pertaining to the Keeping of Animals within the City

Department: Community Development

Background/Description of Item: The 2015 Citizen Survey prioritized overall enforcement of city codes and ordinances as third in what issues should receive the most emphasis over the next two years. In response to that priority, staff identified several areas within the animal ordinances that would benefit from an update to provide clarity and ease in enforcement. Additionally, staff looked for areas in the animal ordinances (such as adding categories of registration) that could encourage pet owners to consider choices that complement the animal control services provided by the City.

On September 24th and November 11th, City Council held two extensive work sessions to consider a significant number of changes to the animal ordinances. During those work sessions, council worked with city legal counsel and staff to understand best practices in the industry, data regarding enforcement and effectiveness from surrounding communities and industry organizations. All of the factors were considered by City Council in development of the draft revised city code.

Below is a summary of the changes include in the updated ordinances:

- **Dangerous animals**: Breed-specific language banning pit-bull type dogs has been removed and replaced with language about dangerous animals. The updated ordinance outlines the types of behavior to be considered dangerous and establishes the process for municipal court to determine the designation of an animal as dangerous.
- **Urban Chickens**: Regulations to allow for keeping of urban chickens have been added.
- **Definitions**: Several definitions are clarified in the updated code.
- **Categories of registrations**: The updated code encourages provides a lower registration cost for animals that are spayed/neutered.
- **Maximum number of domestic animals**: Current code does not include a maximum number of domestic animals per house. The updated code allows for four animals (any combination of dogs or cats) or six with a special permit. Any animal registered as of February 17th is considered grandfather into the maximum number.
- **Regulations for Animal Breeders**: The updated code adds regulations to better define types of animal breeders and requires registration of those breeders depending on the type of breeder.
- Move all fees to an Annual Fee Resolution: Many cities have removed specific fee amounts (such as pet registration) from being referenced in the city code, and instead include them in a Fee Resolution that is considered by the City Council on an annual basis. This provides the Governing Body flexibility to update animal-related fees without rewriting the code.

Enclosure: Draft Ordinance No. 1010

Related Ordinance(s) or Statute(s): Edgerton City Code Chapter II

Recommendation: Approve Ordinance No. 1010 Amending Chapter II of the Edgerton, Kansas Municipal Code to Revise Provisions Pertaining to the Keeping of Animals within the City

Funding Source: N/A

Prepared by: Charlie Lydon, Animal Control/Code Enforcement Officer Date: February 8, 2016

ORDINANCE NO. 1010

AN ORDINANCE AMENDING CHAPTER II OF THE EDGERTON, KANSAS MUNICIPAL CODE TO REVISE PROVISIONS PERTAINING TO THE KEEPING OF ANIMALS WITHIN THE CITY

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

SECTION 1: Chapter II of the Edgerton, Kansas Municipal Code is hereby amended to state the following:

ARTICLE 1. ANIMALS AND FOWL GENERALLY

- **2-101. DEFINITIONS.** For the purpose of this chapter, the following words shall have the following meanings.
 - (a) <u>Animal</u>, as used in this chapter, means all vertebrate animals such as, but not limited to, bovine cattle, horses and other equines, hogs, goats, rabbits, sheep, chickens, ducks, geese, turkeys, pigeons and other fowl, dogs, cats, or wild mammals, reptiles, fish or birds that have been tamed, domesticated or captivated.
 - (b) <u>Animal Control Officer</u> means any city police officers or any properly designated city employee who is authorized to enforce the provisions of the chapter.
 - (c) <u>At Large</u> is an animal running at will, acting on its own initiative and not secured by a leash or lead, unless the animal shall be on the premises and under the direct control of a responsible person and obedient to that person's command on such premises.
 - (d) <u>Bite, Bitten</u> means any contact between an animal's mouth and teeth and the skin of a bite victim, which contact causes visible trauma, such as a puncture wound, laceration, abrasion, bruise or piercing of the skin.
 - (e) <u>Breeder</u> means an individual or business breeding domestic animals for the purpose of producing offspring for sale, adoption or other placement.
 - (f) <u>Dangerous Animal</u> means an animal that has: (1) Attacked (regardless of whether a "Bite" occurs) a human being or domestic animal on public or private property, and such attack was unprovoked; or (2) Bitten (or otherwise aggressively caused harm to) a human being or domestic animal on public or private property (without provocation); or (3) Killed a domestic animal without provocation while the attacking animal was off the owner's or harborer's property; or (4) Chased or approached a person, including a person on a conveyance, upon the streets, sidewalks, or any public or private property, in an

apparent attitude of attack; or (5) A known propensity, tendency or disposition to attack unprovoked, or to otherwise threaten or scare humans or domestic animals; or (6) Engaged in or has been trained to engage in exhibitions of fighting; or (7) Been officially labeled by another municipality has having characteristics equal to, or more severe than, the characteristics used to define a "Dangerous Animal" pursuant to this Code.

- (g) <u>Dog Pound</u> means a location upon property owned by the city, or at any other place as may be designated by the governing body of the city, for the purpose of impounding and keeping dogs collected by the city, its agents or employees.
- (h) <u>Fowl</u> shall include, but shall not be limited to, ducks, geese, turkeys, guineas and pigeons, but is not meant to include chickens, which are specifically addressed in article 2 of this chapter herein below.
- (i) <u>Harborer or Keeper</u> is any person who provides food and/or shelter to any domesticated or feral animal for three consecutive days or more.
- (j) <u>Own</u> shall mean keeping, harboring, sheltering, managing, possessing, or having a part interest in any animal or fowl. If a minor owns an animal or fowl subject to the provisions of this chapter, the head of the household of which such minor is a member shall be deemed to own the animal or fowl for the purposes of this chapter. (Ord. 887, 2010; Ord. 855, 2009; Ord. 556, 1986)
- (k) <u>Owner</u> is any person who provides food and/or shelter to any domesticated or feral animal for three consecutive days or more.
- (1) <u>Person</u> shall mean any person, firm, partnership, association or corporation.
- (m) <u>Under Control</u> means to have an animal (1) on a leash not more than 8 feet in length, or (2) under voice control and in the immediate presence of a responsible person (determined by giving consideration to the size and strength of the person, and the size and temperament of the animal), or (3) within a vehicle being driven or parked, or (4) confined to the private premises of its owner, keeper or harborer. Confinement of an animal by an invisible fence will be considered as having the animal "under control" as long as a conspicuous sign is displayed in front of the property telling visitors that animals are confined by an invisible fence, and the fence is no closer than 10 feet from any public right of way, including but not limited to, alley ways, sidewalks and streets. In addition, invisible fencing wire may not be placed closer than 5 feet to any abutting residential or commercial property line.
- (n) <u>Veterinarian</u> shall mean a veterinarian duly licensed to practice the profession by the State of Kansas and maintaining an office in the State of Kansas.
- **2-102. REGISTRATION; LICENSES** (a) Every owner of any dog or cat over six months of age shall register his or her name with the name, sex and description of each dog and cat so owned with the city clerk.
 - (b) To validly register and receive a dog or cat license, the owner shall:

- (1) Present a completed certificate of immunization against rabies from a licensed veterinarian, which certificate will not expire for at least 90 days after the registration date; and
- (2) If the dog or cat is male and has been neutered, or if female and has been spayed, a certificate of the same from a licensed veterinarian shall be submitted; and
- (3) Pay an annual fee for each dog and/or cat, as determined by the City Fee Resolution.
- (c) The license year shall be from January 1st through December 31st of each year.

(d) Every owner or harborer of dogs or cats who shall fail to register and license the same in accordance with the City Fee Resolution shall be in violation of this Code, and may be subject to fines or penalties in accordance with this Code and/or the City Fee Resolution. (Ord. 887, 2010; Ord. 878, 2010; Ord. 872, 2009; Ord. 673, 1996; Ord. 556, 1986)

- **2-103. DOG AND CAT TAGS**. It shall be the duty of the city clerk or designated agent to maintain a record of cat and dog licenses issued, and deliver to the owner or keeper a certificate in writing stating that the person has registered the cat or dog and the number by which the cat or dog is registered, and deliver to the owner or keeper of the dog or cat a tag with the registration number and the licensed year thereon. The owner or keeper shall attach the tag to the collar of any dog so registered, and to the collar of any cat if the cat is permitted outside of a residence. The city clerk may issue duplicate tags upon payment of any fees required by the City Fee Resolution. It shall be unlawful for any person to take off or remove the city license tag from any dog or cat belonging to another, or remove the strap or collar on which the same is fastened. (Ord. 556, 1986)
- **2-104.VISITING DOGS AND CATS.** The provisions of this article with respect to registration shall not apply to any dog or cat owned by any person visiting or temporarily remaining within the city for less than 30 days. However, such dogs and cats shall be kept under restraint by the owner thereof at all times. (Ord. 556, 1986)
- **2-105. MAXIMUM NUMBERS; BREEDERS.** (a) Effective February 17, 2016, residents are limited to having 4 dogs or 4 cats (or any combination thereof so long as there are no more than a total of 4 animals) over the age of six months upon any residential property. Any residents having more than the maximum number on or before February 17, 2016 (but the total number may not exceed 6) must timely register and receive licenses for all of their cats and dogs thereafter and, assuming

timely registration and licensure, the resident may keep the specific dogs or cats so registered and licensed but said dogs or cats over the maximum numbers may not be replaced with a different cat or dog unless the city's special permit requirements (limited to a total of 4 cats or 4 dogs) are complied with.

(b) Any dogs or cats acquired after February 17, 2016, which acquisition causes a resident to exceed the maximum numbers of allowed dogs or cats, shall be subject to the city's special permit requirements, but no such permit will be issued for any dog or cat which causes a resident to have more than a total of 6 cats or 6 dogs (or any combination thereof so long as there are no more than a total of 6 animals) over the age of six months. A special animal permit fee will be assessed in accordance with the City Fee Resolution, and any applicant for a special permit will be required to allow an inspection of their property by the city.

(c) Residents wishing to breed dogs or cats on residential property must apply for an annual Residential Breeder's Permit, which will require an inspection of the property and a fee set forth in the City Fee Resolution. Said permit will only allow a total of 2 litters of animals per property, per year. Any breeding operation which results in more than 2 litters per year ("Commercial Breeder's Permit") must be on land meeting certain zoning requirements for said operation, and the permit will be subject to fees set forth in the City Fee Resolution. Hobby breeders (defined as not producing more than 1 litter of animals per year and not charging any fees or costs for said litters) will not be required to secure a permit from, or pay any fees to, the city.

2-106. KEEPING FARM ANIMALS AND FOWL; REVIEW BY PLANNING COMMISSION AND COUNCIL; PERMIT REQUIRED.

- (a) It shall be unlawful for the owner, lessee, occupant or any person in possession of any premises located within the city to possess, maintain, harbor, shelter or otherwise keep any horse, swine, cattle, sheep, goat (hereinafter "farm animals") or fowl, or permit to be maintained thereon any stable, shed, pen, coop, or any other place where any farm animal or fowl is kept without first having received a permit for the keeping of the same.
- (b) The city clerk shall issue a permit to any person seeking to keep any of the farm animals or fowl described in subsection (a) hereof, but only as authorized by the governing body.
- (c) The governing body may authorize the city clerk to issue a permit allowing any person to keep any of the aforesaid farm animals or fowl only if it finds that the presence of such animals will not create a nuisance, or otherwise be detrimental to the public welfare or to the rights of property owners whose property lines are within 200 feet of the property line upon which said farm animals will be kept.
- (d) Except as otherwise provided herein, no permit issued hereunder shall permit

the holder of the same to keep farm animals or fowl in excess of the following limits:

- (1) Farm animals one per acre;
- (2) Fowl five per acre.
- (e) Any person seeking to keep farm animals or fowl in excess of the number from that described in subsection (d) above, shall first make application for a variance from the provisions herein to the city planning commission. The planning commission shall review any application for a variance. Prior to its review, the person(s) seeking a variance from the provisions of subsection (d) shall notify all owners, of any real property located within 200 feet of any property line upon which any farm animal or fowl is sought to be kept, of the date and time in which said variance request is to be reviewed by the planning commission. Notice shall be furnished to said property owners in writing by way of certified mail, postage prepaid, and proof thereof shall be furnished to the planning commission prior to its review of the variance application. Said notice shall be mailed at least fourteen (14) days prior to the date said variance request is reviewed by the planning commission. The planning commission shall make recommendations to the governing body as to whether a variance should or should not be granted and may further recommend any additional conditions or restrictions that should be imposed as a condition to the granting of a variance.
- (f) The governing body may, upon such terms and conditions as it deems necessary, grant a variance from the provisions of subjection (d) herein only after having found that there has been compliance with the provisions of subsection (e) herein. No variance shall be issued unless, and until, the governing body makes the same findings as set forth in subsection (c) herein.
- (g) Permits and variances shall be valid for one year from the date of issuance, and any fees for the same will be in accordance with the City Fee Resolution. The governing body may, upon a finding that farm animals or fowl are being kept or maintained in violation of any of the provisions of this chapter, suspend or revoke any permit, or variance, issued hereunder.
- (h) The provisions hereunder shall not apply to the maintaining of a stockyard or sale barn for the loading, unloading, temporary detention and sale of animals or fowl; provided such stockyard or sale barn is otherwise in compliance with all applicable federal, state and local laws pertaining to the carrying on of its business. (Ord. 589, 1989; Ord. 556, 1986; Ord. 450, 1977)

ARTICLE 2. CHICKENS

2-201. KEEPING CHICKENS; PERMIT REQUIRED.

(a) Any person who desires to keep chickens in the city shall obtain a special permit from the city governing body prior to acquiring the chickens.

(b) The principal use of the person's property must be a single-family use dwelling or duplex-family dwelling as defined in Chapter 16 of this Code.

(c) The property must be occupied by the person requesting the permit.

(d) No person or household shall own or harbor more than six chickens of 16 weeks of age or older, or more than one clutch (eight) chicks per tract of land regardless of how many dwelling units are on the tract.

(e) Only female chickens are allowed.

(f) Applications for special permits shall be made to the city clerk, and shall be accompanied by a permit fee in an amount established by the City Fee Resolution. Special permits expire and become invalid one year after the date of issuance.

(g) A person who has previously obtained a special permit, and wishes to continue keeping chickens, shall obtain a renewal permit on or before the expiration date of the previous permit. The application for a renewal permit shall be accompanied by a permit fee in an amount established by the City Fee Resolution.

(h) Renewal applications shall be approved by the City Clerk, unless a written complaint about the chickens (that are the subject of the renewal permit) was submitted to the city during the year preceding the renewal application. When said complaint has been made, the renewal applications may only be approved by the city governing body.

(i) The city governing body may refuse to renew, or may revoke, a special permit if, following a public hearing, it finds any of the following:

(1) The premises are being maintained in violation of any applicable law of the State of Kansas, or of the city.

(2) The premises are being maintained so as to be a public nuisance.

(3) The premises are being maintained so as to be detrimental to the health, safety or peace of mind of persons residing in the immediate vicinity.

2-202. CHICKEN ENCLOSURES.

(a) Chickens must be kept in a clean, safe and healthy environment.

(b) Chickens must be kept in a coop, run or chicken tractor at all times.

(c) All coops shall be inspected and approved by the Building Inspector as meeting the following requirements:

(1) The coop must be built with a minimum of 12 square feet per chicken, not to exceed 85 square feet total (minimum two square feet of coop per chicken).

(2) The coop shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked. Opening windows and vents must be covered with predator- and bird-proof wire of less than one-inch openings.

(3) The coop, run and chicken tractor shall consist of sturdy wire or wooden fencing.

(4) The coop, run and chicken tractor shall be designed so as to be easily maintained.

(5) The coop, run and chicken tractor shall be constructed with durable materials that will hold up to weather and environment.

(6) Used materials (reclaimed material) for enclosures must be approved by the Building Inspector as referenced in the adopted International Residential Code. The use of scrap, waste board, sheet metal, or similar materials is prohibited.

(7) Coops, runs and chicken tractors may only be located in the rear yard of the property, as defined in chapter 16 of this code.

(8) Coops, runs and chicken tractors must be located at least 10 feet inside of the owner's property line, and at least 50 feet from any adjacent residential dwelling, church, school, or place of business, that is outside of the owner's property lines.

2-203. KEEPING CHICKENS; MISCELLANEOUS REGULATIONS.

(a) Odors from chickens, chicken manure or other chicken related substances shall not be perceptible at or beyond the owner's property boundaries.

(b) Perceptible noise from chickens shall not be loud enough at the owner's property boundaries to disturb persons of reasonable sensibilities.

(c) Chicken waste is the responsibility of the owner; no more than three cubic feet of chicken manure can accumulate. The coop and surrounding area must be kept free from trash and accumulated droppings.

(d) Chickens shall be provided with access to feed and clean water at all times.

(e) All feed, enclosures, and other items associated with the keeping of chickens shall be maintained so as to prevent the attraction and/or accumulation of rats, mice, or other rodents, and infestation of insects and parasites.

(f) The keeping of chickens is allowed for use by the owner, and not for profit. Commercial chicken operations are strictly prohibited.

(g) It shall be unlawful for any person to publicly slaughter any chicken.

(h) It shall be unlawful for any person to keep chickens in violation of any provision of this article.

(i) It shall be unlawful for any owner, renter or leaseholder of property to allow chickens to be kept on the property in violation of the provisions of this article.

(j) If any of the requirements of this chapter applicable to the keeping of chickens are violated, the city may revoke any special permit and/or initiate prosecution for the violation.

(k) A person who has been issued a special permit shall submit it for examination upon demand by any police officer or code enforcement officer.

ARTICLE 3. ANIMAL PROHIBITIONS

- **2-301.** NUISANCES PROHIBITED. Any person who maintains any animal or fowl in any building, pen or enclosure on his or her premises which is not maintained, kept in a state of repair, clean, sanitary and free from filth, debris, garbage and offensive odors at all times or, because of the animal or fowl, becomes unsightly or offensive to those residing in the vicinity shall be deemed to be maintaining a nuisance. Such nuisance shall be abated pursuant to the procedure set forth in chapter 8 of this code and/or the person in violation will be subject to citation issued by the animal control officer. (Ord. 739, 2002; Ord. 556, 1986)
- **2-302. CERTAIN ANIMALS PROHIBITED**. It shall be unlawful to keep, harbor, own or in any way possess within the corporate limits of the city:
 - (a) Any warm-blooded, carnivorous or omnivorous, wild or exotic animal (including but not limited to non-human primates, raccoons, skunks, foxes and wild and exotic cats).
 - (b) Any animal having a venomous bite.
 - (c) Any animal determined to be a dangerous animal.

2-304. CRUELTY TO ANIMALS PROHIBITED. Except for the exemptions provided in KSA. 21-4310(b), it shall be unlawful for any person to:

- (a) Intentionally kill, main, injure, torture or mutilate any animal;
- (b) Abandon or leave any animal within the city limits without making provisions for its proper care; or
- (c) Have physical custody of any animal and fail to provide such food, potable water, protection from the elements, opportunity for exercise and other care as needed for the health or well-being of such kind of animal;
- (d) Make accessible to any animal, with the intent to cause harm or death, any substance which has in any manner been treated or prepared with harmful or poisonous substances. It is not the intent of this subsection to prohibit the use of poisonous substance for the control of vermin of significance to the public health.
- (e) Permit any dog fight, cockfight, bullfight, or other combat between animals or between animals and humans;
- (f) Give away any live animal, fish, reptile, or bird as a prize for, or as an inducement to enter a place of amusement or offer such animal as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade. (Ord. 556, 1986)
- **2-305. ANIMAL FEEDING RESTRICTIONS.** The placement of food or other items -- in an outside area within the city for the purpose of attracting or keeping animals (wild or domesticated, but not to include wild birds) that are not licensed and/or permitted through the city pursuant to this chapter (and by

the person responsible for placement of the food or other item) -- is strictly prohibited. The leaving of outside food within the city, intended for an animal that is licensed or permitted by the person leaving the food, is prohibited if it is left in such a way or for a period of time that it results in creating a nuisance by attracting other animals or rodents.

ARTICLE 4. SAFETY AND ENFORCEMENT MEASURES.

2-401. ANIMALS BITING PERSONS; REPORTING; IMPOUNDMENT AND EXAMINATION.

- (a) When any animal subject to rabies has bitten or attacked any person, or when an animal is suspected of having rabies, it shall be the duty of any person having knowledge of such facts to report the same to the animal control officer within 24 hours of such event. Such report shall be made at any city office or city law enforcement department.
- (b) Such animal shall not be euthanized but shall be confined in such a way and for such period of time as the city animal control officer shall direct. No person shall release from confinement any such animal or remove such animal from its place of confinement to another place without the consent of the animal control officer. The confinement of the animal shall be at the expense of the owner or custodian of such animal and the city animal control officer shall be empowered in his discretion to order impoundment or examination of such animal, or both, to determine whether it may have rabies. No person shall refuse surrender of any animal for quarantine when demand is made by the animal control officer. If the animal dies or is euthanized, a laboratory examination of the head shall be made.
- (c) Any person refusing or failing to comply with the provisions of this section, or with the directives of the city animal control officer relating thereto, is guilty of a code violation. (Code 1995; Ord. 556, 1986)
- 2-402. IMPOUNDING, REDEMPTION AND DISPOSITION OF ANIMALS RUNNING AT LARGE OR INVOLVED IN BITING PERSONS OR OTHER ANIMALS. The animal control officer is authorized to receive and dispose of at his or her discretion, donated or gift dogs, cats or other small animals, and to impound, sell or destroy any animal running at large in violation of the terms of this chapter or any animal that has bitten a person or other animal, or such animal suspected of having a disease transmissible to human beings. Such animals may be taken up or impounded even though no citizen makes a complaint and even though the animal control officer issues no notice to appear. Impoundment shall be subject to the following:

- (a) The animal control officer shall attempt notification of the owner of an animal, identifiable by a tag or other approved method, which is impounded under this chapter, by telephone or letter or personal service.
- (b) If there is sufficient evidence to believe the animal is owned, such animal shall be confined in the approved pound for a period of seven days, such period of time beginning at 9:00 a.m. on the morning following the day of intake. If the owner does not claim his or her animal during the seven day period, or the animal control officer is unable to locate and notify the owner after making a good faith effort to do so within the seven day period, then the animal control officer may sell or destroy such animal. If the animal is feral, not identifiable by a tag or any other reasonable means, no notice is required and such animal shall be confined for a period of at least 72 hours beginning at 9:00 a.m. of the morning following its capture; after such time the animal control officer may dispose of the animal. Notwithstanding the foregoing, any animal impounded pursuant to a report that any person or other animal has been bitten by that animal, shall be held for a period of at least 10 days for the purpose of observing such animal for symptoms of rabies disease; after such time the animal control officer may euthanize the animal.
- (c) Any currently vaccinated dog or cat covered by permit as required in this chapter may be claimed by its owner upon payment of an impoundment fee and boarding fee as set forth in the City Fee Resolution.
- (d) In addition to paying the impoundment and boarding fees provided for in the City Fee Resolution, any animal for which no permit has been issued or that has not been vaccinated pursuant to this chapter, shall pay additional fees as provided for in the City Fee Resolution, and will be vaccinated for rabies and a fee for the same assessed to the owner, before release. Unvaccinated pets will not be released back into city limits.
- (e) The city shall attempt to recover all costs incurred in caring for any animal impounded or held pursuant to the provisions of this chapter, including but not limited to, the cost for necessary veterinarian care. The fees shall be in addition to any fine imposed for violation of the provisions of this chapter.
- (f) All animals impounded for reasons of suspected disease may be reclaimed by their owners upon evaluation and treatment by a veterinarian approved by the city who shall certify the release of such animal. (Ord. 887, 2010; Ord. 878, 2010; Ord. 852, 2009; Ord. 556, 1986)

2-403. DANGEROUS ANIMALS. (a) When in possession of information, evidence, or reports that an animal within the city meets the definition (as provided for in this chapter) of being a "dangerous animal", the animal control officer shall be authorized to do the following:

(1) Impound the animal to a veterinarian or humane society, or otherwise impose measures to reasonably protect persons and the public from the animal, all at the owner's expense until a determination of whether the animal is a "dangerous animal" is: (i) made by the municipal court judge at the next available court date, or (ii) conceded by the owner; whichever occurs first.

(2) Produce evidence in municipal court supporting that the animal is a "dangerous animal".

- (b) Upon receiving a complaint that a specific animal within the city meets the definition of being a "dangerous animal", the animal control officer is authorized to initiate an investigation, to include the filling out of an incident report by the complainant. And, based on all of the circumstances and evidence submitted and discovered, the animal control officer will exercise his or her discretion (which will not be subject to appeal) in determining that:
 - There is sufficient evidence to elevate the determination to the municipal court, in which case the requirements of Section 2-403(a)(1) and (a)(2) hereinabove will apply.
 - (2) There is insufficient evidence to support that the animal meets the definition of being a "dangerous animal", in which case the investigation will be concluded and no further action will be taken (other than required rabies quarantine protocol).
- (c) If a "dangerous animal" declaration is made by the municipal court judge, the owner will have 10 days to pursue an appeal to the Johnson County District Court, but until such time as said appeal is heard and decided, the owner shall continue to pay all expenses for impoundment and/or to continue measures associated with protecting persons and the public from the animal.
- (d) Failure to produce any animal that is suspected of being a "dangerous animal" by the animal control officer (or declared to be such by the municipal court judge) within 24 hours of notification will result in a violation of this chapter and subject the owner to all penalties authorized by this city code.
- (e) If an animal is finally determined to be a "dangerous animal", then the animal shall be euthanized or the owner or harborer of such animal shall immediately remove it from the city limits and shall provide the municipal court with the exact location, address, and contact information for the new owner or harborer where the animal has been moved. The animal control officer shall notify the receiving jurisdiction that the animal has been determined to be a "dangerous animal". The animal shall not be returned to the city limits after removal, and it shall be unlawful for the owner or harborer to allow it to be returned to or kept within the city.
- **2-404. ENSURING SAFETY OF THE PUBLIC AND OFFICERS.** (a) The animal control officer, or his or her designated agent, may, when it is reasonably believed necessary to protect the safety of the public or officer, kill, without notice, any

animal that is vicious or is believed to be affected with rabies or hydrophobia, whether it bears the tag herein provided or not. (Code 1995; Ord. 556, 1986) (b) If after exhausting all reasonable means and methods to catch any animal running at large or unrestrained within the city, in violation of the terms of this chapter, or the officer is unable to take any such animal into custody, or such animal becomes dangerous to handle in the sole opinion of the officer, the officer is hereby authorized, directed and empowered to shoot the animal. (Ord. 556, 1986)

(c) The animal control officer or his or her designated agent is authorized to use a tranquilizer gun in the enforcement of this chapter. (Ord. 556, 1986)

2-405. ESTABLISHMENT OF DOG POUND; BREAKING POUND. (a) There shall be and is hereby established a dog pound to be located upon property owned by the city, or at any other place as may be designated by the governing body of the city, for the purpose of impounding and keeping dogs collected by the city, its agents and employees. (Ord. 556, 1986)

(b) It shall be unlawful for any person other than a duly authorized officer to open, unlock, break open or attempt to break open the pound, or to take or attempt to take from an animal control officer or his or her designated agent any dog or dogs taken up by him under the provisions of this article, or in any manner interfere with or hinder any animal control officer or his or her designated agent of the city in performing his or her duties. (Code 1995; Ord. 556, 1986)

- 2-406. RIGHT OF ENTRY; INVESTIGATION. (a) The animal control officer or his or her designated agent shall have the right of entry upon any private unenclosed lot or land for the purpose of collecting any animal whose presence thereupon is a violation of this article, and further, the animal control officer or his or her designated agent has the authority to collect any animal suspected of being mistreated as provided herein. (Code 1995; Ord. 556, 1986)
 (b) The city animal control officer or his or her designated agent is authorized to enter upon private property to investigate all complaints for the purpose of enforcing this chapter. No person shall conceal any animal or otherwise interfere with the proper enforcement of this chapter. Any person, firm, corporation, partnership or association violating any of the provisions of this chapter shall, unless otherwise specifically provided, be subject to the penalty provided for in section 2-407 of article 4 of this chapter. (Code 1995; Ord. 556, 1986)
- **2-407. PENALTY**. Any person convicted of violating any of the provisions of this chapter shall, on conviction thereof, be fined not more than \$1,000 or be imprisoned for not more than six months or be both so fined and imprisoned. (Code 1995; Ord. 556, 1986)

ARTICLE 5. OFF-LEASH DOG FACILITIES.

2-501. OFF-LEASH DOG FACILITIES; RULES ESTABLISHED. The following

rules shall be in effect for all off-leash facilities located within the City:

- (a) Handlers must leash and/or remove their dog(s) from the off-leash area at the first sign of serious, unprovoked aggressive behavior.
- (b) Dogs must be under the control and in view of their handler at all times.
- (c) Handlers are limited to a maximum of three (3) dogs in the off-leash area at a time.
- (d) Handlers must carry one leash for each dog.
- (e) Dogs with spiked collars must remain leashed at all times.
- (f) Dogs less than twelve (12) weeks of age are not allowed in the area.
- (g) All dogs must have current vaccinations evidenced by visible tag(s).
- (h) Female dogs in heat, or un-neutered male dogs, are not allowed in the off-leash areas.
- (i) Handlers are required to pick-up and dispose of their dog's waste in the collection container provided.
- (j) Children less than 16 years of age must be under adult supervision at all times while they are within the boundaries of the off-leash area.
- (k) Food shall not be allowed in the off-leash areas.
- (l) Any dog under investigation for, or finally determined as, being a "dangerous animal", is prohibited from being in any off-leash area.
- (Ord. 855, 2009)

SECTION 2: <u>Repeal</u>. Former Chapter II of the Edgerton Municipal Code is hereby repealed.

SECTION 3: <u>Effective Date</u>. This Ordinance shall be effective after its passage, approval and publication once in the City's official paper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF EDGERTON, KANSAS ON THE 11th DAY OF FEBRUARY, 2016.

Donald Roberts, Mayor

ATTEST:

Janeice Rawles, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney