MEETING AGENDA

JCPRD Administration Building Boardroom
7900 Renner Road, Shawnee Mission, KS  66219

January 7, 2019
5:30 pm

CALL TO ORDER/ROLL CALL

DISCUSSION & ACTION

A. Purchase of Capital Equipment for 2019 – Bill Maasen, Superintendent of Parks & Golf Courses

Issue: Consider approval for PGC, SOE & Recreation divisions’ staff to purchase new vehicles and equipment for 2019, per the recommendation of the Vehicle & Equipment Team and as previously approved in the CIP discussion.

B. Amended Landscape Easement at Meadowbrook Park – Bill Maasen, Superintendent of Parks & Golf Courses

Issue: Consider a “First Amendment to Landscaping Easement and Access Agreement” with 2020, LLC at Meadowbrook Park.

C. 2019 Land & Water Conservation Fund Projects – Bill Maasen, Superintendent of Parks & Golf Courses


D. T-Mobile First Amendment to Lease Agreement – Bill Maasen, Superintendent of Parks & Golf Courses

Issue: Consider a “First Amendment to Lease Agreement” with T-Mobile related to the cell tower lease at Heritage Park.

E. Consider Bids for 2019 JCPRD Hourly Heavy Equipment with Operator Rental PRK 2018-022 – Cliff Middleton, Planning & Development Manager

Issue: Consider bids for 2019 JCPRD Hourly Heavy Equipment with Operator Rental.
F. Agreement for Future Pedestrian Improvements – Cliff Middleton, Planning & Development Manager
   Issue: Consider approval of Agreement for Deferment and Maintenance of Pedestrian Improvements with the City of Overland Park.

G. Purchase of Playground Equipment for Verhaeghe Park – Cliff Middleton, Planning & Development Manager
   Issue: Consider authorizing the purchase of playground equipment for Verhaeghe Park from Athco LLC through the Greenbush Marketplace purchasing cooperative contract.

H. Sole Source Procurement for Rainbird Irrigation and Pump System (Turfwerks) – Bill Maasen, Superintendent of Parks & Golf Courses
   Issue: Consider authorizing staff to acquire a new, replacement pump station at Heritage Park Golf Course using the sole source procurement policy in accordance with Finance Policy, specifically 16.8 subsection B.

OTHER BUSINESS

ADJOURNMENT
Presented to: Parks & Golf Courses Committee  
Meeting Date: 01/07/2019

Project Name/Identification: Purchase of Capital Equipment for 2019

Submitted by: Bill Maasen, Superintendent of Parks & Golf Courses  
Phone: 913-826-3437

ISSUE: Consider approval for PGC, SOE & Recreation divisions’ staff to purchase new vehicles and equipment for 2019, per the recommendation of the Vehicle & Equipment Team and as previously approved in the CIP discussion.

BACKGROUND: The following items listed below, totaling $799,000, are being requested by the Vehicle & Equipment Team, PGC Division, SOE Division and Recreation Division. The cost of these items was approved by the JCPRD Board in its approval of the 2019 Capital Improvement Budget in November 2018 and General Fund budget in 2018.

**VEHICLES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-1/2 Ton (SMP)</td>
<td>$50,000</td>
</tr>
<tr>
<td>Ford Explorer (EMP)</td>
<td>$30,000</td>
</tr>
<tr>
<td>1.5 Ton (NW Region)</td>
<td>$50,000</td>
</tr>
<tr>
<td>4-Police Interceptors</td>
<td>$174,000</td>
</tr>
<tr>
<td>2-Trucks (NW Region)</td>
<td>$50,000</td>
</tr>
<tr>
<td>1 Ton Truck (MCSP)</td>
<td>$30,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$384,000</td>
</tr>
</tbody>
</table>

**EQUIPMENT**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Sprayer (Nat. Res.)</td>
<td>$20,000</td>
</tr>
<tr>
<td>Forestry Mower Head (SE Region)</td>
<td>$20,000</td>
</tr>
<tr>
<td>Chemical Sprayer (HPGC)</td>
<td>$52,000</td>
</tr>
<tr>
<td>Pro Gator (NE Region)</td>
<td>$25,000</td>
</tr>
<tr>
<td>Tractor (SW Region)</td>
<td>$80,000</td>
</tr>
<tr>
<td>2-72” Mower (NW Region)</td>
<td>$37,000</td>
</tr>
<tr>
<td>Skid Steer (SE Region)</td>
<td>$60,000</td>
</tr>
<tr>
<td>Kubota UTV (NW Region)</td>
<td>$21,000</td>
</tr>
<tr>
<td>Wide Area Mower (SE Region)</td>
<td>$60,000</td>
</tr>
<tr>
<td>Mid-size Tractor (NW Region)</td>
<td>$35,000</td>
</tr>
<tr>
<td>Equipment Trailer (NW Region)</td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$415,000</td>
</tr>
</tbody>
</table>

ANALYSIS:

FUNDING REVIEW: Are there funding implications involved?  
☐ No  ☒ Yes  All items were approved by the Board in the 2019 Capital Improvement Plan and General Fund.

ALTERNATIVES:  
- Recommend consent approval as recommended by staff
- Recommend consent approval as determined/modified by committee
- Recommend discussion and action by the full Board at Board Meeting
- Recommend denial of request
- Table for additional consideration
- Take no action

Staff Recommendation  
- ☒ Recommend consent approval as recommended by staff
LEGAL REVIEW: Is Legal Counsel Review Required?  ☑ No  ☐ Yes

SUGGESTED RECOMMENDATION/MOTION: It was the consensus of the committee to recommend Board consent approval authorizing staff to purchase various vehicles and equipment, per the recommendation of the Vehicle & Equipment Team and various Divisions, utilizing regional vehicle/equipment bids and/or other purchasing cooperatives, i.e. Kansas State contracts.
Presented to: Parks & Golf Courses Committee  
Meeting Date: 01/07/2019

Project Name/Identification: Amended Landscape Easement at Meadowbrook Park

Contact: Bill Maasen, Superintendent of Parks & Golf Courses  
Phone: 913 826-3437

**ISSUE:** Consider a “First Amendment to Landscaping Easement and Access Agreement” with 2020, LLC at Meadowbrook Park.

**BACKGROUND:** The original “Landscape Easement” was approved in September 2016 with 2020, LLC. In preparation for platting the subdivision associated with 2020, LLC (condominium building near park maintenance), an encroachment was discovered related to a large sycamore tree and a tree well, built by the developer. It was recommended that the original landscape easement be modified to incorporate the tree and related tree well improvements to “clean up” this encroachment.

**ANALYSIS:** The developer cannot record the plat and sell the condominium units until this issue is clarified. This minor encroachment was discovered and the developer agreed to take care of the area encumbered by the tree well improvements. There are no maintenance issues associated with this area following the approval of this amendment.

**FUNDING REVIEW:** Are there funding implications involved?  
No  Yes – explain:

**ALTERNATIVES:**

- Recommend consent approval as recommended by staff .................................................................  
- Recommend consent approval as determined/modified by committee ...........................................
- Recommend discussion and action by the full Board at Board Meeting...........................................
- Recommend denial of request ............................................................................................................
- Table for additional consideration..................................................................................................
- Take no action .....................................................................................................................................
- Other: ..................................................................................................................................................

If other, explain:

Consequences or additional Information (if any):

**LEGAL REVIEW:** Is Legal Counsel Review Required?  
No  Yes – If yes, explain: Legal counsel has reviewed and approved the Amendment as to form and content.

**SUGGESTED RECOMMENDATION/MOTION:** It was the consensus of the committee to recommend Board consent approval of the First Amendment to Landscaping Easement and Access Agreement relating to Meadowbrook Park.

**SUPPORTING DOCUMENTATION:**

1. First Amendment to Landscaping Easement and Access Agreement
FIRST AMENDMENT
TO LANDSCAPING EASEMENT AND ACCESS AGREEMENT

THIS FIRST AMENDMENT TO LANDSCAPING EASEMENT AND ACCESS AGREEMENT (this “Amendment”) is entered into this ___ day of January 2019, by and between Johnson County Park and Recreation District, a body corporate and political subdivision organized and existing pursuant to the laws of the State of Kansas ("JCPRD"), and 2020, LLC, a Kansas limited liability company ("Grantee").

RECITALS

A. JCPRD and Grantee entered into that certain Landscaping Easement and Access Agreement dated October 6, 2016 and recorded with the Johnson County, Kansas Register of Deeds at Bk 201610, Pg 003301 (the “Easement Agreement”).

B. JCPRD and Grantee wish to modify the Easement Agreement as hereinafter provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits and duties herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals and Definitions. All capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the Easement Agreement. The parties acknowledge that the Recitals set forth above are true and correct and are incorporated into this Amendment in their entirety by reference.

2. New Exhibit C. Exhibit C of the Easement Agreement is hereby deleted in its entirety and replaced with the Exhibit C attached to this Amendment.

3. New Section 1.2. Section 1.2 of the Easement Agreement is hereby deleted in its entirety and replaced with the following:

   “1.2 Maintenance of Easement Areas. Grantee shall, at its sole cost and expense, maintain all landscaping and irrigation systems installed by Grantee or otherwise located within the Easement Area.

   In the event the landscaping installed by Grantee or otherwise located within the Easement Area is not being maintained by the owner of the 2020 Property, JCPRD shall have the right, after thirty (30) days written notice to the owner of the 2020 Property, at its sole cost and expense, to maintain and keep in good order and repair such landscaping and irrigation systems within the Easement Area. Any costs incurred by JCPRD under this Section 1.2 shall be paid by the owner of the 2020 Property within sixty (60) days after receipt by the owner of the 2020 Property of a detailed invoice thereof.”
4. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

5. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon JCPRD and Grantee and their respective representatives, successors and assigns.

6. **Affirmation of Easement Agreement.** All other terms and provisions of the Easement Agreement that are not specifically modified by this Amendment shall remain in full force and effect, unmodified by the terms of this Amendment. All references herein or in the Easement Agreement to the "Easement Agreement" shall mean and refer to the Easement Agreement as amended by this Amendment.

*Signature pages to follow*
IN WITNESS WHEREOF, the above parties have executed this Amendment as of the day and year first above written.

JCPRD:

Johnson County Park and Recreation District, a body corporate and political subdivision organized and existing pursuant to the laws of the State of Kansas

By: ______________________________
Name: Mike Pirner
Title: Board Chair

STATE OF KANSAS

) ss.
COUNTY OF JOHNSON

On this _____ day of January 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Mike Pirner, to me personally known, Board Chair of Johnson County Park and Recreation District, a body corporate and political subdivision organized and existing pursuant to the laws of the State of Kansas, known to me to be the person who executed the within instrument in behalf of said Johnson County Park and Recreation District and acknowledged to me that s/he executed the same for the purposes therein stated, and as his/her free act and deed and as the free act and deed of said political subdivision.

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

(SEAL)

Printed Name: ______________________________
Notary Public in and for said State
My Commission Expires: ______________________________
GRANTEE:

2020, LLC,
a Kansas limited liability company

By: ________________________________  
    Mark S. Ledom, Manager

STATE OF ____________ )
    ss.
COUNTY OF ____________ )

On this ______ day of January 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark S. Ledom, to me personally known, Manager of 2020, LLC, a Kansas limited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said limited liability company.

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

(SEAL)

Printed Name: ________________________________  
Notary Public in and for said State
My Commission Expires: __________________________

{31946 / 65557; 828675. } 4
EXHIBIT C
LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA

BACKGROUND: JCPRD is required to provide a Board-approved Annual Operation and Maintenance Assurance Statement to the Kansas Department of Wildlife, Parks & Tourism relating to the continuation of operation and maintenance of the LWCF projects (see attached list) as a condition for the continuation of the federal grants that created these projects.

ANALYSIS: The Board’s approval would authorize these projects through 2019, per federal guidelines.

FUNDING REVIEW: Are there funding implications involved? ☒ No ☐ Yes

ALTERNATIVES:
- Recommend consent approval as recommended by staff .......................................................... ☒
- Recommend consent approval as determined/modified by committee ........................................
- Recommend discussion and action by the full Board at Board Meeting ....................................
- Recommend denial of request ..................................................................................................
- Table for additional consideration ..........................................................................................
- Take no action .......................................................................................................................
- Other: .................................................................................................................................

LEGAL REVIEW: Is Legal Counsel Review Required? ☒ No ☐ Yes

SUGGESTED RECOMMENDATION/MOTION: It was the consensus of the committee to recommend Board consent approval of the Annual Operation & Maintenance Assurance Statement relating to the Land & Water Conservation Fund Projects through 2019.

SUPPORTING DOCUMENTATION:

1. List of LWCF Projects for 2019
<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Name</th>
<th>Renewal Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>20-00654</td>
<td>Streamway Acquisition and Development</td>
<td>February</td>
</tr>
<tr>
<td>20-00251</td>
<td>Shawnee Mission Park Addition</td>
<td>February</td>
</tr>
<tr>
<td>20-00311</td>
<td>Bathhouse Renovation and Tennis Court Development - Tomahawk</td>
<td>February</td>
</tr>
<tr>
<td>20-00507</td>
<td>College Park Development</td>
<td>February</td>
</tr>
<tr>
<td>20-00526</td>
<td>Heritage Park Acquisition I</td>
<td>February</td>
</tr>
<tr>
<td>20-00621</td>
<td>Ernie Miller Nature Park Development</td>
<td>February</td>
</tr>
<tr>
<td>20-00587</td>
<td>Sunflower Park Development</td>
<td>March</td>
</tr>
<tr>
<td>20-00056</td>
<td>Ernie Miller Nature Park</td>
<td>April</td>
</tr>
<tr>
<td>20-00146</td>
<td>Community Park (Stanley)</td>
<td>April</td>
</tr>
<tr>
<td>20-00228</td>
<td>Antioch Park Development</td>
<td>April</td>
</tr>
<tr>
<td>20-00354</td>
<td>Shawnee Mission Park Restroom Project</td>
<td>May</td>
</tr>
<tr>
<td>20-00130</td>
<td>Shawnee Mission Park Development</td>
<td>September</td>
</tr>
<tr>
<td>20-00167</td>
<td>Thomas S. Stoll Memorial Park, Cultural Garden and Recreation Area</td>
<td>November</td>
</tr>
</tbody>
</table>
Presented to: Parks & Golf Courses Committee  
Meeting Date: 01/07/2019

Project Name/Identification: T-Mobile First Amendment to Lease Agreement

Contact: Bill Maasen, Superintendent of Parks & Golf Courses  
Name & Title:  
Phone: 913 826-3437

ISSUE: Consider a “First Amendment to Lease Agreement” with T-Mobile related to the cell tower lease at Heritage Park.

BACKGROUND: T-Mobile has requested consideration of a first amendment to the existing tower tenancy lease at Heritage Park for three (3) additional five (5) year terms. The proposed payment rate at the initiation of the amendment period has been adjusted to the accurate rate in the original lease projected out to 2023. The inflation rate in the original lease is consistent with the First Amendment.

ANALYSIS: T-Mobile and Sprint are merging and what impact this merger will have on existing tenancies is not known. It is logical that tower leases that duplicate coverage areas could be impacted. The Heritage Park tower has both Sprint and T-Mobile as tenants. Sprint will be paying approximately $2,400 per month in 2023 at the end of its current 25-year lease as compared to $2,078 per month for the T-Mobile lease.

FUNDING REVIEW: Are there funding implications involved? Yes – explain: Note the revenue differences between T-Mobile and Sprint in the year 2023.

ALTERNATIVES:

- Recommend consent approval as recommended by staff .................................................................  
- Recommend consent approval as determined/modified by committee ...........................................
- Recommend discussion and action by the full Board at Board Meeting...........................................
- Recommend denial of request ...........................................................................................................
- Table for additional consideration ...................................................................................................
- Take no action .................................................................................................................................
- Other: ............................................................................................................................................

If other, explain:

Consequences or additional Information (if any):

LEGAL REVIEW: Is Legal Counsel Review Required? Yes – If yes, explain: At time of the drafting of this briefing sheet, legal counsel has not completed review.

SUGGESTED RECOMMENDATION/MOTION: It was the consensus of the committee to recommend Board consent approval of First Amendment to Lease Agreement with T-Mobile.

SUPPORTING DOCUMENTATION:

1. First Amendment to Lease Agreement
FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (the “Amendment”) is effective as of the date of execution by the last party to sign (the “Effective Date”) by and between Johnson County Park and Recreation District, (“Landlord”) and T-Mobile Central LLC, a Delaware limited liability company (“Tenant”) (collectively, the “Parties”).

Landlord and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated August 21, 1997, (the “Lease”) regarding Landlord’s leased area (“Premises”) located at 16201 Lackman, Olathe, Kansas 66062 (the “Property”).

NOW, for good and valuable consideration, Landlord and Tenant agree as follows:

1. The Lease is in full force and effect and neither Landlord nor Tenant is in breach under the terms of the Lease.

2. At the expiration of the Lease, the Term of the Lease will automatically be extended for three (3) additional and successive five (5) year terms (each a "Renewal Term"), provided, that Tenant may elect not to renew by providing Landlord thirty (30) days’ notice prior to the expiration of the then current Renewal Term.

3. At the commencement of the first Renewal Term provided for in this Tenant shall pay Landlord Two Thousand and Seventy-eight and No/100 Dollars ($2,078.00) per month ("Rent") in advance, by the fifth day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent. Rent shall be adjusted annually, effective on each anniversary of the Renewal Term, by an amount equal to one percent (1%) over the Rent for the immediately preceding year.

4. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant:  If to Landlord:

T-Mobile USA, Inc.  Johnson County Park and Recreation
12920 SE 38th Street  District
Bellevue, WA  98006  7900 Renner Road
Attn: Lease Compliance/A5D0049A  Shawnee Mission, KS 66219

Site Number: A5D0049A
Site Name: Heritage Park 8/9/18
5. Tenant reserves the right to update the description of the Premises to reflect any modifications or changes, from time to time during the Term of the Lease.

6. Tenant and Landlord will reasonably cooperate with each other’s requests to approve permit applications and other documents related to the Property.

7. Landlord will execute a Memorandum of Lease at Tenant’s request. If the Property is encumbered by a deed, mortgage or other security interest, Landlord will also execute a subordination, non-disturbance and attornment agreement.

8. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

9. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.

10. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

Landlord:

Johnson County Park & Recreation District

By: ________________________________
Print Name: __________________________
Title: _______________________________
Date: _______________________________

Tenant:

T-Mobile Central LLC, a Delaware limited liability company

By: ________________________________
Print Name: __________________________
Title: _______________________________
Date: _______________________________

T-Mobile Contract Attorney as to form
Consider Bids for 2019 JCRPD Hourly Heavy Equipment with Operator Rental PRK 2018-022

Submitted by: Cliff Middleton, Planning and Development Manager Phone: 913-826-3425
Contact: Cliff Middleton Phone: 913-826-3425

ISSUE: Bids were opened for the item listed above on December 20, 2019. Staff requests JCRPD Board to consider and award bids per staff recommendation.

BACKGROUND: The results of the bid are shown on the attached tab sheet. 410 firms were invited to submit bids for the term and supply contract. 1 firm responded. Staff recommends accepting the contractor as indicated on the bid tabulation. This term and supply contract provides JCRPD access to negotiated rates for heavy construction equipment and trained operators that are not available in the JCRPD inventory.

ANALYSIS: This is a bid that has been used in past to complete various repair and development projects.

FUNDING REVIEW: Are there funding implications involved? No Yes – explain: The projects are funded in the CIP, General Fund or in maintenance budgets.

ALTERNATIVES: The alternative to approving the term and supply contract is to issue individual RFPs for each project design, survey, and testing or inspection action. That approach would likely delay project progress and require significant additional staff time and effort.

ALTERNATIVES:  
- Recommend consent approval as recommended by staff.................................×
- Recommend consent approval as determined/modified by committee .......................☐
- Recommend discussion and action by the full Board at Board Meeting ....................☐
- Recommend denial of request ...............................................................................☐
- Table for additional consideration ...........................................................................☐
- Take no action ..........................................................................................................☐
- Other: .......................................................................................................................☐

Consequences or additional Information (if any):

LEGAL REVIEW: Is Legal Counsel Review Required? No Yes – explain: The bid process used the District’s standard and approved procurement terms and conditions. Legal Counsel will provide review and approval as to form, prior to execution by the Board Chair.

SUGGESTED RECOMMENDATION/MOTION: Recommend consent approval accepting bids and authorizing term and supply contract to be executed with the responsive and qualified firm – Max Rieke Brothers Inc. for a one (1) year initial term per IFB PRK-2018-022 with the option to renew for four additional one-year terms.

SUPPORTING DOCUMENTATION:

1. Attachment A – bid tabulation and staff recommendation
**BID TABULATION SHEET**

**2019 HOURLY HEAVY EQUIPMENT W/OPERATOR RENTAL**

Bid Opening: Thursday, December 20, 2018 @ 2:00 PM

Page 1 of 1

---

### All Bids are Hourly Rates

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>1.</th>
<th>2.</th>
<th>3.</th>
<th>4.</th>
<th>5.</th>
<th>6.</th>
<th>7.</th>
<th>8.</th>
<th>9.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Max Rieke Brothers, Inc.</td>
<td>200</td>
<td>118</td>
<td>140</td>
<td>100</td>
<td>115</td>
<td>140</td>
<td>250</td>
<td>185</td>
<td>140</td>
</tr>
<tr>
<td>Superintendent’s Estimate</td>
<td>246</td>
<td>160</td>
<td>145</td>
<td>128</td>
<td>152</td>
<td>196</td>
<td>341</td>
<td>268</td>
<td>203</td>
</tr>
</tbody>
</table>

### All Bids are Hourly Rates

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Max Rieke Brothers, Inc.</td>
<td>150</td>
<td>125</td>
<td>175</td>
<td>155</td>
<td>185</td>
<td>170</td>
<td>125</td>
<td>150</td>
<td>125</td>
</tr>
<tr>
<td>Superintendent’s Estimate</td>
<td>214</td>
<td>174</td>
<td>253</td>
<td>225</td>
<td>268</td>
<td>233</td>
<td>150</td>
<td>189</td>
<td>138</td>
</tr>
</tbody>
</table>

### All Bids are Hourly Rates

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Max Rieke Brothers, Inc.</td>
<td>125</td>
<td>130</td>
<td>130</td>
<td>105</td>
<td>120</td>
<td>105</td>
<td>140</td>
<td>125</td>
<td>250</td>
<td>45</td>
</tr>
<tr>
<td>Superintendent’s Estimate</td>
<td>138</td>
<td>145</td>
<td>160</td>
<td>135</td>
<td>135</td>
<td>130</td>
<td>160</td>
<td>143</td>
<td>365</td>
<td>55</td>
</tr>
</tbody>
</table>

---

**STAFF RECOMMENDATIONS:** Staff recommend accepting bids on all items from Max Rieke Brothers, Inc. as the low bidder meeting specifications.
Presented to: Parks & Golf Courses Committee  Meeting Date: 01/07/2019

Project Name/Identification: Agreement for Future Pedestrian Improvements

Contact: Cliff Middleton, Planning & Development Manager  Phone: 913-826-3425

ISSUE: Consider approval of Agreement for Deferment and Maintenance of Pedestrian Improvements with the City of Overland Park.

BACKGROUND: In October of 2017 JCPRD submitted a site plan for the Arthur and Betty Verhaeghe Park to Overland Park Planning and Development Services. The Overland Planning Commission approved the plan May 14, 2018 with the stipulation that JCPRD would enter an agreement with the City to construct future pedestrian improvements at the site. Those improvements would be deferred until 167th Street is constructed adjacent to the park site. The specific improvements include construction of a 10 foot wide bike/hike trail along 167th Street from the future Coffee Creek bridge to the east property frontage, construct a rapid flashing beacon and crosswalk at 167th Street, and construct a street light at the park drive entrance.

Following construction the City will assume maintenance responsibility for the bike/hike trail. In exchange JCPRD will assume responsibility for a sidewalk connection to the Coffee Creek Trail that will be constructed by the City.

ANALYSIS: The Planning Commission stipulation requires this agreement to be in place prior to issuance of a building permit for the park construction. The preliminary estimate for the required improvements is $140,000.

Legal Counsels for both JCPRD and the City of Overland Park have reviewed the agreement.

FUNDING REVIEW: Are there funding implications involved?  ☑ No  ☑ Yes – explain: JCPRD will need to budget for these future the pedestrian improvements in 2021.

ALTERNATIVES:

- Recommend consent approval as recommended by staff ................................................................. ☑
- Recommend consent approval as determined/modified by committee ............................................
- Recommend discussion and action by the full Board at Board Meeting...........................................
- Recommend denial of request ...........................................................................................................
- Table for additional consideration .................................................................................................
- Take no action .................................................................................................................................
- Other: ..........................................................................................................................................

If other, explain:

Consequences or additional Information (if any):

LEGAL REVIEW: Is Legal Counsel Review Required?  ☑ No  ☑ Yes – If yes, explain: JCPRD Legal Counsel has reviewed the agreement.

SUGGESTED RECOMMENDATION/MOTION: It was the consensus of the committee to recommend Board consent approval of the Agreement for Deferment and Maintenance of Pedestrian Improvements.

SUPPORTING DOCUMENTATION:

1. Agreement for Deferment and Maintenance of Pedestrian Improvements
AGREEMENT FOR
DEFERMENT AND MAINTENANCE OF PEDESTRIAN IMPROVEMENTS

THIS AGREEMENT, made and entered into this ___ day of ____________, 2018, by
and between the CITY OF OVERLAND PARK, KANSAS (the “City”), and the JOHNSON COUNTY PARK AND
RECREATION DISTRICT (“JCPRD”), each party having been organized and now existing under the laws
of the State of Kansas. (The City and JCPRD may be referred to singularly as the “Party” and
collectively as the “Parties”.)

WITNESSETH:

WHEREAS, JCPRD is improving a vacant piece of land on the south side of 167th Street
between Coffee Creek and Flint Street (the “Park Property”) for the purposes of a new public park
(the “Park Improvements”); and

WHEREAS, The Park Improvements are currently under design and are expected to be
constructed in 2019; and

WHEREAS, as stipulated under Final Development Plan No. 2017-00175, approved by
the Overland Park Planning Commission on May 14, 2018, JCPRD agreed to include as part of
the Park Improvements certain pedestrian improvements along 167th Street (as specified in
paragraph 2 below) (the “Pedestrian Improvements”); and

WHEREAS, the City is preparing to make certain road improvements to extend 167th
Street from Flint Street west to Quivira (the “Road Improvements”), which transverses along the
entire frontage of the Park Property; and

WHEREAS, the Road Improvements are expected to be completed in 2021; and

WHEREAS, because the Road Improvements will not be completed until after the Park
Improvements are completed, it is infeasible for JCPRD to construct the Pedestrian
Improvements in 2019 along with the other Park Improvements; and

WHEREAS, once all of the improvements are constructed they shall be maintained as set
forth below in paragraph 3.

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

1. The Parties agree that the construction of the Pedestrian Improvements (as specified in
paragraph 2 below) shall be deferred until such time after the Road Improvements are
completed and placed into service. As stipulated under Final Development Plan No. 2017-
00175, JCPRD covenants and agrees to complete construction of the Pedestrian
Improvements and it shall endeavor to complete construction of the Pedestrian
Improvements within 18 months of the time the City’s Engineer notifies JCPRD in writing
that that the Road Improvements are completed and that the Pedestrian Improvements
are needed and can be made. Construction of the Pedestrian Improvements is contingent
on the JCPRD Board of Park and Recreation Commissioners appropriating funds to
construct the improvements pursuant to the Kansas Cash Basis Law. JCPRD further
agrees to obtain a Site Development Permit for the Pedestrian Improvements prior to
construction of the improvements.
2. The Pedestrian Improvements to be deferred are as follows:

   a. Construction of a 10-foot wide bike/hike trail constructed by JCPRD within 30 feet of the 167th Street right-of-way frontage from the Bridge being constructed by the City to the east property frontage (the “Street Bike/Hike Trail”).

   b. Construction of the following pedestrian safety improvements for crossing 167th Street at the park entrance at Flint Street:
      i. A crosswalk
      ii. Rapid rectangular flashing beacons at the crosswalk
      iii. Additional street lighting at the park entrance and at the pedestrian crossing in conformance with the City’s design criteria for “interim” two-lane thoroughfares as outlined in the City’s Streetlighting Design Manual regarding Partial Lighting.

   c. Installation and planting of street trees along 167th Street, as detailed in the landscape plan for Final Development Plan No. 2017-00175 approved by the City Planning Commission on May 14, 2018.

3. Maintenance and Easements. The parties agree to the following maintenance responsibilities:

   a. As set forth in paragraph 2, JCPRD shall construct the Street Bike/Hike Trail. Thereafter, the City agrees to assume all maintenance responsibilities for the Street Bike/Hike Trail. Provided, as a condition precedent to the City assuming such maintenance responsibilities, JCPRD shall provide the City with a permanent public sidewalk easement.

   b. In conjunction with the construction of the Road Improvements, the City shall construct a bike/hike trail connecting the sidewalk on the 167th Street bridge to the existing JCPRD trail on the north side of Coffee Creek. (“Bridge Connection Bike/Hike Trail”). Provided, as a condition precedent to the City’s construction of the Bridge Connection Bike/Hike Trail, JCPRD shall provide the City with a temporary construction easement for the trail and related ancillary grading. Once constructed, JCPRD shall take ownership and all maintenance responsibilities for the Bridge Connection Bike/Hike Trail.

4. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.

5. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.
IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the Parties hereto on the day and year first above written.

CITY OF OVERLAND PARK, KANSAS

By: Jack D. Messer, P.E.
   Director - Planning & Development Svcs

By: Tony Hofmann, PMP, F.SAME
   Director - Public Works

ATTEST:

Elizabeth Kelley, City Clerk

APPROVED AS TO FORM:

Stephen B. Horner
Sr. Assistant City Attorney

JOHNSON COUNTY PARKS AND RECREATION DISTRICT

By: Mike Pirner, JCPRD Board Chair

ATTEST:

By: Leslee Rivarola, Secretary

APPROVED AS TO FORM:

Fred J. Logan Jr., JCPRD Legal Counsel
ISSUE: Consider authorizing the purchase and installation of playground equipment for Verhaeghe Park from Athco LLC through the Greenbush Marketplace purchasing cooperative contract.

BACKGROUND: The 2018 CIP allocated funds to develop Verhaeghe Park. The park amenities for this project includes a connection to Coffee Creek Streamway Trail, picnic shelter, parking lot, trails, drinking fountain, portable restroom, large open play field, and playground. On December 19, 2018 the Board approved of a contract with Phillips Construction KC, LLC to develop the park with the exception of the purchase and installation of the playground. As planned, staff is proposing to purchase and install the playground equipment through the Greenbush Marketplace purchasing cooperative contract.

Staff have been working with Athco LLC, the local representative for Landscape Structures Inc., to design the playground. Athco provided several playground concepts and worked with staff to refine the concept to what is being recommended. The playground will present a farm-theme as requested by the Verhaeghe Family, with a barn-like main structure including slides, climbing opportunities, a talking tube, and other features of interest. The smaller structure is a replica of a tractor to encourage children to use their imagination to farm the ground. Athco will construct the concrete pad with safety surfacing and an edge curb as part of the project.

Construction of Verhaeghe Park will begin in February with anticipated completion this summer.

ANALYSIS: As permitted by state statute and JCPRD policy, the recommended purchase and installation will utilize the Greenbush Marketplace purchasing cooperative contract. The purchase and installation amount for the playground is $159,720.

FUNDING REVIEW: Are there funding implications involved? ☑ No ☐ Yes – explain: The CIP identified $711,500 for the Verhaeghe Park Improvements that included an estimated $170,000 for playground equipment. This playground will utilize $159,720 of the $170,000.

ALTERNATIVES:

- Recommend consent approval as recommended by staff
- Recommend consent approval as determined/modified by committee
- Recommend discussion and action by the full Board at Board Meeting
- Recommend denial of request
- Table for additional consideration
- Take no action
- Other:

LEGAL REVIEW: Is Legal Counsel Review Required? ☑ No ☐ Yes – If yes, explain:

SUGGESTED RECOMMENDATION/MOTION: It was the consensus of the committee to recommend Board consent approval to purchase and install Landscape Structures Inc. playground equipment for Verhaeghe Park from Athco, LLC utilizing the Greenbush purchasing cooperative contract in the combined amount of $159,720.

SUPPORTING DOCUMENTATION:

1. Verhaeghe Park Proposal from Athco - $159,720
2. Verhaeghe Park Playground Design Concepts
PROPOSAL

TO: BILL LEEK
JOHNSON COUNTY PARKS & RECREATION

RE: VERHAEGHE PARK
We are pleased to forward the following quotation. Our terms are net 30 days and all prices are subject to acceptance within 30 days.

State Sales tax  __ Included  __X__Not Included

We propose to furnish and deliver FOB destination (freight included).

1 EACH – LANDSCAPE STRUCTURES FARM THEM PLAY DESIGN PER DRAWING
#1129472-04-01

1,850 SQ. FT. – SURFACE AMERICA 3” POURED-IN-PLACE SURFACE WITH 50% COLOR SPECKLED MIX

1,850 SQ. FT. – 4” THICK CONCRETE SLAB

180 FT. - 1’ WIDE CONCRETE CURB

ALL THE ABOVE FOR THE SUM OF . . . . $159,720.00
FOR INSTALLATION OF ABOVE ADD . . . . $ INCLUDED

REMARKS: INSTALLATION ASSUMES LEVEL AREA WITH EASY ACCESS TO SITE FOR INSTALLATION EQUIPMENT AND NO ROCK AT FOOTING LOCATIONS. IF ROCK IS ENCOUNTERED THERE WILL BE EXTRA CHARGES TO DRILL THROUGH THE ROCK.

ABOVE PRICE IS PER THE GREENBUSH PURCHASING CONTRACT.

• Work for installations/repairs will be done as early as our schedule allows between the hours of 8 am- 4pm

*** A 3% convenience fee will be added for all credit card transactions over $1,000.***

*All proposals with labor (installation/repairs) are subject to Sales Tax unless a “Project Tax Exemption Certificate” is provided when placing the order.*

This proposal accepted by: Proposed by:

____________________________________   ___________________________________
Name & Title       BRAD MOHR, GENERAL MANAGER
Presented to: Parks & Golf Courses Committee    Meeting Date: 01/07/2019

Project Name/Identification: Sole Source Procurement for Rainbird Irrigation and Pump System (Turfwerks)

Contact: Bill Maasen, Superintendent of Parks & Golf Courses     Phone: 913 826-3437

ISSUE: Consider authorizing staff to acquire a new, replacement pump station at Heritage Park Golf Course using the sole source procurement policy in accordance with Finance Policy, specifically 16.8 subsection B related to sole source procurement and as described in more detail in the Procedures that follow that section.

BACKGROUND: The Heritage Park Golf Course irrigation/pump house was originally acquired/installed in 1989 and is original equipment in need of replacement. Due to the cost and there only being one vendor that can provide this “Rainbird” system capable of communicating with the existing irrigation system, a sole source procurement is the only method available to complete this replacement.

ANALYSIS: Funds have been budgeted in the 2019 Capital Improvement Plan to fund this procurement and installation of the estimated $174,500 system in the first quarter of 2019 so the golf course will have an operational irrigation system before spring.

FUNDING REVIEW: Are there funding implications involved?  □ No  ☒ Yes – explain: 2019 CIP funds are allocated for this improvement/expense.

ALTERNATIVES:

- Recommend consent approval as recommended by staff ........................... ☒
- Recommend consent approval as determined/modified by committee ...........................................
- Recommend discussion and action by the full Board at Board Meeting..............................................□
- Recommend denial of request..........................................................................................................
- Table for additional consideration.................................................................................................□
- Take no action.................................................................................................................................□
- Other: .............................................................................................................................................□

If other, explain:

Consequences or additional Information (if any):

LEGAL REVIEW: Is Legal Counsel Review Required?  ☒ No  □ Yes – If yes, explain:

SUGGESTED RECOMMENDATION/MOTION: It was the consensus of the committee to recommend Board consent approval of the sole source procurement of a Rainbird irrigation/pump station at Heritage Park Golf Course using Turfwerks as the preferred vendor for $174,500.

SUPPORTING DOCUMENTATION:

1. HPGC Pump Rainbird/Turfwerks Quote
August 20, 2018

To Whom it May Concern;

Thank you for your interest in Rain Bird Irrigation products. Rain Bird Golf products are distributed through local independent Distributors equipped to assess your requirements, develop specifications, and provide necessary service and support. Rain Bird Golf Distributors sell and service Rain Bird Golf products in specific regions. The only current Rain Bird Golf irrigation distributor in the states of Kansas, Missouri, Iowa, and parts of Nebraska is Turfwerks.

Heritage Park Golf Course has Rain Bird golf field controllers and central control systems. Rain Bird pump stations are designed to work specifically with Rain Bird control systems. Rain Bird pump stations integrate directly into the central control system to give the end user ultimate control and safeguards to the system. These specific features allow for real-time flow adjustments to be made during irrigation cycles. This integrated feature of Rain Bird pumps is called “Smart Pump”. This feature alone insures maximum efficiency during irrigation cycles. “Smart Pump” can also monitor for pipe breaks when no irrigation is running and alert the end user if there is a problem.

Turfwerks is the sole source Distributor and only Distributor that can provide Rain Bird golf pump stations and golf controls to your golf course. No other manufacturer of pump stations will integrate into your Rain Bird control system.

If you have any questions or concerns, please do not hesitate to call me at (214) 886-3699.

Thank you,

Gene A Dahlen
District Sales Manager
Central US
gdahlen@rainbird.com
Rain Bird Corporation
Golf Division
214-886-3699 mobile
www.rainbird.com
# PUMP STATION QUOTE

<table>
<thead>
<tr>
<th>VT 3 Pump Compact Platform</th>
<th>Quote #: GVT121918 401A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Name: Heritage Park Golf Course T3C</td>
<td>Date: 12/19/2018</td>
</tr>
<tr>
<td>Job Country: USA</td>
<td></td>
</tr>
<tr>
<td>Job State/Province: KANSAS</td>
<td></td>
</tr>
<tr>
<td>Job City: Olathe</td>
<td></td>
</tr>
<tr>
<td>Rain Bird Rep.: Gene Dahlen</td>
<td></td>
</tr>
</tbody>
</table>

## Model No: T3C060Y1N0005480X8
- **Power Requirement:** 480/3/60
- **Dyn. Inlet Pressure (PSI):** N/A
- **Low Water from Slab:** N/A
- **Boost Pressure (PSI):** 2000
- **Discharge Pressure:** 110
- **Max Flow Rate (GPM):** Lift
- **Full Load Amps:** 251

## Water Source: Lake
- **Site Elevation:** 0-3300
- **Intake Flume Dia:** 24 in.
- **Discharge Pipe Dia:** 8 in.
- **Wet Well Depth:** 13' 3" x 5'
- **Wet Well Diameter:** Recommend: 13 ft. 6 in. x 22 ft.

## Lead Time to Shipment
- **10 Weeks**

## Pump Station Pricing
- **Base Price:** $174,500
- **Option Pricing:** Included
- **Freight:** Included
- **Installation:** Included
- **ASP Startup/Set Assistance:** Included
- **GRAND TOTAL:** $174,500

*Prices valid for thirty (30) days from the date of this proposal.*

## Lead Time to Shipment

All reasonable efforts will be made to meet the requested shipment date after the receipt of a signed contract however, Rain Bird Corporation will not be liable for delays in shipment or delivery.
Main Motors are VFD or full voltage started only. Main motors will alternate on start up to equalize motor run time.

Pressure Maintenance Motor is full voltage started only.

(If included) Intermediate motor is VFD started only.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>60</td>
<td><strong>HP MOTOR</strong> G.E. <strong>Ultra Premium Efficiency</strong> vertical main motors: Weather Protected Type I (WP1), Low temperature rise <strong>Class H insulation</strong> for higher thermal margin, lower operating temperature, and longer winding life, precision balanced, high thrust bearing, non-reversing ratchets, motor space heaters, 4-Pole/1800RPM, 1.15 SF. 3-year manufacturer’s and Rain Bird warranty.</td>
</tr>
<tr>
<td>3</td>
<td>11CMC</td>
<td><strong>PUMP</strong> Vertical turbine main pumps: High pressure ductile iron discharge heads with 416SS line shafts, threaded steel column pipe, high pressure packing seals, 316 stainless steel impellers, and galvanized steel basket strainers.</td>
</tr>
</tbody>
</table>

Pressure Maintenance Pump

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5</td>
<td><strong>HP MOTOR</strong> Submersible pressure maintenance motor 2-Pole/3600RPM, 1.15SF, operating in accordance with NEMA MG-1 and MG-2</td>
</tr>
<tr>
<td>1</td>
<td>45S50-12</td>
<td><strong>PUMP</strong> Vertical submersible pressure maintenance pump with stainless steel construction of vital pump components</td>
</tr>
</tbody>
</table>
### System Details

This quote is for a UL Listed prepackaged variable speed vertical turbine pumping station built with custom fabricated steel piping, valves, industrial control panel, and supporting structural skid. The manifolds, pipes, and structural skid are to be powder coated green for maximum corrosion and impact protection. The controls shall be mounted inside a UL Listed and NEMA rated industrial control cabinet.

### Mechanical System

**Description**

- Variable Frequency Drive [VFD] (Manufactured by Mitsubishi)
- Programmable Logic Controller [PLC] (Manufactured by Mitsubishi)
- 8.4 in. color touchscreen with ethernet communication capability
- **Circuit breaker motor protection**
  - Dual mechanically and electrically interlocked contactors for main pump motors
- **NEMA 4** electrical enclosure with interior panel light
- Heat exchanger for closed loop cooling of the electrical enclosure
- 6 in. Pressure relief valve with butterfly isolation valve sized for maximum surge flow
- 8 in. ANSI lugged station discharge isolation valve
- Individual pump silent check valves and isolation valves
- Flow meter spool with paddle wheel flow meter standard, magnetic meter option, fertigation run relay, and optical isolator
- Stainless Steel Pressure Transducer
- Low water level safety float switch to protect against loss of prime
- Individual pump air release valve
- Hose bib connection for wash down
- Integral wet well service hatch
- Liquid filled suction and discharge pressure gauges
- Complete skid and piping steel grit blasted and powder coated for maximum corrosion resistance

**Skid also treated with fusion bonded zinc primer**

### Control System

**Description**

- Automatic alternation of main motors to equalize run time
- Automatic pressure ramp-up capability
- Electrical overload shutdown safety
- VFD fault shutdown
- Automatic system diagnostic utility
- Automatic low water level shutdown safety
- Individual pump lighted HOA switches
- High pressure and low pressure discharge safeties
- PLC or VFD emergency bypass - Manual mode
- Main power line phase monitoring
- Individual motor overload protection safeties
- Single phase and three phase surge protection safeties
- Pump Manager 2 remote control and monitoring software compatible with Smart Pump™ (Requires Ethernet modems for communication).
## Mechanical Options

<table>
<thead>
<tr>
<th>Quantity / Type</th>
<th>Cost</th>
<th>Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Included</td>
<td>Rain Bird 5 year GSP update with new Computer</td>
</tr>
<tr>
<td>1</td>
<td>Included</td>
<td>Holding pond Point Of Connection discharge on main manifold with Electric Butterfly Valve (EBV) for variable flow control</td>
</tr>
</tbody>
</table>

## Control Options

<table>
<thead>
<tr>
<th>Quantity / Type</th>
<th>Cost</th>
<th>Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Included</td>
<td>Cellular modem for remote station monitoring and service, interface with Pump Manager 2, and integration with Rain Bird Smart Pump for TRUE real-time integration of pump station and central control system with Dynamic Flo-Manager® to optimize pump station performance and maximize electricity cost savings over the life of the station. Includes 1 year of Rain Bird supplied cellular data service</td>
</tr>
</tbody>
</table>

## Filtration Options

<table>
<thead>
<tr>
<th>Quantity / Type</th>
<th>Cost</th>
<th>Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Included</td>
<td>10 in. auto-flush wye strainer with 1/8 in. perforated screen</td>
</tr>
</tbody>
</table>

## Pump Station Professional Customer Satisfaction Policy and Telephone Technical Support Plans

<table>
<thead>
<tr>
<th>Quantity / Type</th>
<th>Cost</th>
<th>Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Years / 6 Years</td>
<td>Included</td>
<td>Rain Bird guarantees that its pump station will be free of manufacturer defects for three years from the date of start-up but not beyond forty months from the date of purchase by the original customer with a copy of the seller’s invoice required for coverage under this Policy. The variable frequency drive (VFD), if applicable, will be free of manufacturer defects for six years from the date of startup, but not beyond seventy six (76) months from the date of purchase. Labor costs associated with repair or replacement of parts will be covered for no more than one year from date of start-up. Refer to the Rain Bird Pump Station Professional Customer Satisfaction Policy Terms and Conditions for details.</td>
</tr>
</tbody>
</table>
Electrical Power Notice

Confirm electrical service (Voltage, Phase, and FLA) on your site matches what is specified in this quote. Electrical changes after an order is placed are expensive and can delay a project. An engineering service charge of $750 will be assessed to provide technical support. In addition, the customer will be responsible for all parts, labor, and travel to change electrical power required on a station.

Shipment, Delivery, and Set-Up

- All reasonable efforts will be made to meet the requested shipment date after the receipt of a signed contract however, Rain Bird Corporation will not be liable for delays in shipment and delivery.
- **Freight is included in this quote**
  - Customer will be responsible for having job site readily accessible for station delivery via flat bed truck.
  - Turfwerks will provide the equipment and personnel required to unload and/or set the pump station.
- **Station Set-up charges are included in this quote**
  - Customer will be responsible for electrical permit if required.
  - Customer may be responsible for primary electrical hookup to pump station.
  - Turfwerks will be responsible for making all piping connections.
  - Customer will be responsible for building modifications (roof removal & installation) if required.
  - Customer will be responsible for wet well, slab and concrete work if needed.
  - **To maintain the Pump Station Professional Customer Satisfaction Policy, set-up must be performed by a Rain Bird Authorized Service Provider**

Start-Up

- **Start-up charges include one day on site.** Start-up assistance includes one man-day (8 hours) from the nearest Rain Bird Authorized Service Provider to start the pump station and verify proper functionality.
- **Any additional support (including excessive travel) shall be remunerated by customer.**
  - Purchaser will notify Rain Bird 21 days in advance of the desired start-up date.

Telephone Technical Support Plans

- **GSP Telephone Technical Support Plan** - Included in the first year of the Customer Satisfaction Policy coverage. Continued coverage in subsequent years may be purchased.

Payment Terms and Banking Notes

- Due net 10th prox., past due thereafter.
Other Information

- Prices valid for thirty (30) days from the date of this proposal.
- State and local sales taxes are not included in these prices.
- Seller retains a security interest in the above mentioned equipment as provided by the UNIFORM COMMERCIAL CODE, until payment is received in full.
- All claims for shortages or incorrect deliveries must be submitted in writing to Rain Bird Customer Service within 15 days after receipt of goods.
- Pump Stations are considered a Special Order product. A completed Pump Station unit may not be returned to Rain Bird for credit. Order cancellations are subject to fees of up to 100% of the total pump station order price depending on the time of cancellation.
- Rain Bird’s warranty does not cover damage caused by or resulting from misapplication, abuse or failure to conduct routine maintenance or winterization. Damage caused by freezing temperatures below 32°F will not be covered under warranty regardless of whether or not an environmental package or heater is installed.
- This pump station is custom designed to operate within the stated minimum and maximum flow rates. Operating this pump station outside of the stated design parameters violates any warranty stated or implied. Rain Bird only guarantees performance within design specification as listed on this quote only.
- This pump station is designed with standard construction materials, and is intended for fresh water pumping only. Using this pump station to pump aggressive/corrosive liquids, salty water, reverse osmosis water, deionized water, etc. voids any stated or implied warranty as well as Rain Bird’s Pump Station Professional Customer Satisfaction Policy.
- During the duration of the Pump Station Professional Customer Satisfaction Policy, customer may be billed for on-site service or spare parts required to repair system or component failures resulting from lightning strikes, electrical surge, operator error, inadequate maintenance or other site anomalies.
- This Rain Bird Pump Station Quotation document is complete, and the pumping station will be manufactured as described in this quote only. No additional equipment or services will be provided that are not specifically listed in this quote. Manufacturing methods, materials, and processes are per Rain Bird’s Pump Station Specification document, and is the only governing design specification, unless where otherwise listed in this quote. Please reference Rain Bird’s Pump Station Specification for all design, manufacturing, and engineering clarifications to this quote.
- Rain Bird's Pump Station Professional Customer Satisfaction Policy is available upon request.
Acceptance

I/We hereby agree that in the event of default in the payment of any amount due, and if this account is placed in the hands of an attorney or agency for collection or legal action, to pay an additional charge equal to the costs of collection including agency, private process servers fees and reasonable attorney's fees, court costs incurred and any other costs of collection permitted by the laws governing these transactions. A charge up to 1.5% per month (or maximum allowable under law) which is ANNUAL PERCENTAGE RATE OF 18% will be added to any balance due after thirty (30) days from the date of invoice. All payments and/or credits are applied to the outstanding balance before computing a finance charge.

Quote Summary

<table>
<thead>
<tr>
<th>Job Name</th>
<th>Heritage Park Golf Course T3C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quote Number</td>
<td>GVT121918401A</td>
</tr>
<tr>
<td>Total Price</td>
<td>$174,500</td>
</tr>
<tr>
<td>Lead Time</td>
<td>10 Weeks</td>
</tr>
</tbody>
</table>

Accepted By

Company Name: ________________________________  

Signed By: ________________________________  

Print Name: ________________________________  

Date: ________________________________  

End User Name: ________________________________  

Address and contact info: ________________________________